

REQUEST FOR TENDER No. 21-072

Errington Community Park Construction 1550 Veterans Road, Errington, B.C.

ISSUED: August 11, 2021

CLOSING DATE AND TIME:

Tenders are requested to be received on or before: 3:00 PM (15:00 hrs) Pacific Time on September 14, 2021

Submissions and Questions are to be directed to:

Jordan Vander Klok, Parks Planner, Recreation and Parks Telephone: 250-248-4744 ext. 3669 Email: jvanderklok@rdn.bc.ca

Questions are requested at least five (5) days before the closing date.

Site Meeting:

A formal site visit is not scheduled. Interested Contractors are responsible for viewing the site and asking any questions.

Tenders will not be opened in public. Unverified bid results will be posted on the RDN & BC Bid websites by 10:00 a.m. the next business day following the closing.



Introduction

The Regional District of Nanaimo (RDN) is seeking tenders from qualified and experienced contractors to perform the work required to complete improvements to Errington Community Park, located at 1550 Veterans Road, Errington, BC for a stipulated price in accordance with the contract documents.

Scope of Work

This project shall include supply of all labour, materials, equipment, products, safety, and environmental protection requirements necessary to complete the project as defined in the project drawing sets created by the RDN and dated August 10, 2021 and created by Koers Engineering and dated June 2021. In general, this will consist of:

- Survey and staking work for laying out the site
- Grading and drainage improvements as per Koers Engineering plans
- Supply and installation of concrete curbing and flatwork, log seating walls, and various site furnishings
- Installation of all playground equipment (to be supplied by RDN). Provide a playground inspection report from a certified CSA Playground Inspector. Installation instructions at this link: https://cloud.rdn.bc.ca/s/JHckL9RnHNnneC6
- Supply and installation of all playground surfacing. CSA playground inspection report to include drop test results of playground surfacing.
- Supply and installation of all landscape plant material including trees, shrubs, and perennials.
- Supply and installation of topsoil and hydroseed.
- Remediation and restoration of all disturbed areas.
- Provision of as-built survey drawings upon completion.

The following drawings are included herein and form part of the scope of work:

Landscape Drawings

Drawing Number	Drawing Title	Date
L-1	COVER	August 10, 2021
L-2	EXISTING CONDITIONS	August 10, 2021
L-3	SITE PLAN	August 10, 2021
L-4	SITE PLAN AND LAYOUT: PLAYGROUND	August 10, 2021
L-5	SITE PLAN AND LAYOUT: PARKING LOT AND HILL	August 10, 2021
L-6	PLANTING PLAN	August 10, 2021
LD-1	DETAILS	August 10, 2021
LD-2	DETAILS	August 10, 2021
LD-3	DETAILS	August 10, 2021



Engineering Drawings

Drawing	Drawing Title	Date
Number		
2135-01	LOCATION PLAN, SITE PLAN, DRAWING LIST, LEGEND	June 2021
	AND GENERAL NOTES	
2135-02	SITE GRADING AND STORM SEWER PLAN	June 2021
2135-03	MISCELLANEOUS DETAILS	June 2021

Additional Contractor Requirements and Responsibilities:

- Location of all services and BC One-Call prior to construction.
- Notice of Project requirements as per WorkSafe BC.
- Develop a Site Safety Plan for this project and provide a copy to RDN.
- Provide temporary construction fencing to secure access to the project area for all equipment and materials.
- Provide adequate measures to always protect public safety for the duration of the project.
- Provide spill response kits for each piece of heavy equipment.

The successful contractor will be responsible for making their own provisions for power, water, and sanitary facilities.

This project can be started any time after the Regional District of Nanaimo issues a Notice to Proceed to the successful Contractor. The latest Construction must begin is October 31, 2021 with substantial completion obtained on or around January 31, 2022.



Instructions to Bidders

Article 1. Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on September 14, 2021

Submission Method: By Email: In PDF format with "21-072 Errington Park Construction" as the subject line at this electronic address:

jvanderklok@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions. Submissions received in any other manner will not be accepted.

ARTICLE 2. Examine Documents

The Tenderer must carefully examine all the Documents. 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 amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP 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 all amendments are included prior to submitting their final Tender submission.

ARTICLE 4. Site Conditions

It is the responsibility of the potential contractors to be familiar with the site to determine the existing conditions, layouts and limitations and ask any questions. In submitting a tender, the contractor confirms that he/she has viewed the site and the tender includes any equipment, materials, and labour necessary for this project. The contractor will rely entirely upon his/her own judgment in submitting a tender and include a sum sufficient to cover all items required for the contract.

ARTICLE 5. Tender Price

Pricing, in Canadian dollars, shall be filled in as indicated on the Tender Form. In the event of a price discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.



ARTICLE 6. 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 7. 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 8. 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 9. Tender Withdrawal

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

ARTICLE 10. 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) 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 11. 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 Intent to Award to the successful Tenderer.

ARTICLE 12. Form of Agreement

The form of agreement is CCDC2-2008, included by reference only, as modified by the Supplementary General Conditions contained herein.

ARTICLE 13. 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, because of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 14. 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 REGIONAL DISTRICT 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 15. WorkSafe BC Prime Contractor

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 will be required to coordinate the safety of all workers on the work site, including their employees, their subcontractors, REGIONAL DISTRICT work crews and their contractors, and private utilities, (such as BC Hydro, Telus, Shaw and FortisBC).

Prior to commencing work, the successful Tenderer will be required to provide the REGIONAL DISTRICT with its latest WorkSafeBC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date. Otherwise, no work can commence until the Tenderer is either reinstated in good standing or if the REGIONAL DISTRICT decides to cancel the agreement because this would result in an unacceptable time delay.

ARTICLE 16. Freedom of Information and Protection of Privacy Act

All documents submitted to the REGIONAL DISTRICT will be held in confidence by the REGIONAL DISTRICT, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

ARTICLE 17. HOURS OF WORK

Tenderer is advised that no work will be permitted outside the hours defined below: "Before 7:00 a.m. or after 9:00 p.m., Monday to Saturday and before 9:00 a.m. or after 9:00 p.m., on Sundays and Statutory Holidays."

Any work outside these hours must have prior written authorization from the Regional District.

ARTICLE 18. BUILDER'S LIEN PAYMENT HOLDBACK

If applicable, payments will be subject to a 10% holdback as per the Province of British Columbia's Builder's Lien Act.

ARTICLE 19. BONDS

<u>A Bid Bond is not required</u>. The successful bidder must provide a Labour & Material Payment Bond and Performance Bond each in the amount of 50% of the Total Contract Price from a bonding company licenced in British Columbia.



ARTICLE 20. CONFLICT OF INTEREST

The Bidder 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 REGIONAL DISTRICT or their immediate families which might in any way be seen to create a conflict.

ARTICLE 21. 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 22. UTILITY LOCATION

It is the Contractor's responsibility to locate any utilities in the vicinity prior to commencing any construction, exploration, or investigation.

ARTICLE 23. PERMITS, REGULATIONS AND BUILDING CODES

Unless otherwise specified, the Contractor shall at his own expense, obtain all applicable permits and coordinate all required inspections required by law and Building Codes for the conduct of the work.

ARTICLE 24. COVID – 19 PANDEMIC RESPONSE MITIGATION

- 24.1 The *Contractor* and the *Owner* acknowledge the presence of the COVID-19 virus in Canada and other jurisdictions forming part of the supply chain for materials and labour required for the Project (the "COVID-19 Pandemic").
- 24.2 **Known Impacts** The consequences and impacts of the COVID-19 Pandemic existing as of the date of this Contract include, without restriction:
- 24.2.1 Orders, directives and recommendations of any government authority issued up to and including the date of this *Contract*, and respecting public health or other requirements related to response to and prevention of infection by the COVID-19 virus;
- 24.2.2 Impacts to availability of labour or materials required to carry out the Work arising from the COVID-19 Pandemic;
- 24.2.3 The impacts of self-isolation/quarantine or regulated quarantine as ordered by the Province of British Columbia;
 - (the "Known Impacts") are known to the *Contractor* and to the *Owner* and have been accounted for by the Contractor within the construction schedule, as well as the Contract Price.



Tender No. 21-072 Errington Park Construction TENDER FORM Page 1 of 3

Date:		
Company:		
		Email:
To:		
10:	Regional District of Nanaimo	

Via email to <u>jvanderklok@rdn.bc.ca</u>

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 in Canadian Dollars. 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.

Schedule of Prices

A – Site Works

Item No.	Description	Lump Sum Price
A1	Mobilization and Demobilization	
A2	Excavation and Rough Grading	
A3	Drainage Improvements (playground area only)	
	Subtotal:	

B - Hardscaping

Item No.	Description	Lump Sum Price
B1	Concrete Curbs	
B2	Concrete Pads (BBQ, garbage can, bench, shade structure)	
В3	Accessible Concrete Ramps	
B4	Shade Structure (including footings, stamped eng. drawings)	
B5	Milled Log Benches	
В6	Gravel with Trex Edger	
	Subtotal:	



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Item No.	Description	Lump Sum Price
C1	Pipeline Picnic Tables	
C2	Arteflame Park Grills	
C3	Coal Pit	
C4	Garbage Can	
	Subtotal:	

D - Playground

Item No.	Description	Lump Sum Price
D1	Installation of All Playground Equipment	
	(RDN to supply)	
D2	Engineered Wood Fibre Playground Surfacing	
D3	Sand Play Surfacing	
	Subtotal:	

E - Softscape

Item No.	Description	Lump Sum Price
E1	Deciduous Trees, Coniferous Trees, Shrubs, Perennials	
E2	Fine Grading and Topsoil	
E3	Hydroseed and Site Restoration	
	Subtotal:	

F – Testing

Item No.	Description	Lump Sum Price
F1	Playground Inspection and Report	
F2	Concrete Cylinder Testing and Report	
F3	Compaction Testing and Report	
	Subtotal:	

LUMP SUM PRICING (Sections A – F):				
Lump Sum Total:	\$			
GST (5%):	\$			
Total Contract Price:	\$			

Total Contract Price will be used to establish low bidder



Provisional Items (At the sole discretion of the Regional District to accept all, some, or none)

G - Provisional Items

Item	Description	Lump Sum Price
No.		
G1	Parking Area Improvements	
	 Includes gravel parking, drainage, fencing, and gates 	
G2	Hill Area	
	Includes all fill import, grading, pathways, boulder scramble,	
	and surfacing	
G3	Concrete Walkways	
	 For playground area only. Does not include paths in Hill Area 	
G4	Water play pump	
	 Including supply and install of Goric Play Pump, all associated 	
	piping and plumbing required, connection to existing water	
	supply	
	Subtotal:	

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 The Tenderer agrees to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations Sections 20.2 Notice of Project and 20.3 Coordination of Multiple Employer Workplaces and Workers' Compensation Act, Section 118 Coordination of Multiple-Employer Workplaces (1) and (2). We are qualified and are willing to accept the responsibilities as Prime Contractor for the project.
- .6 We can complete the work on or around January 31, 2022.

Company: _		
Signature:	(Authorized Officer)	
Printed:	(Authorized Officer)	

ERRINGTON COMMUNITY PARK

1550 VETERAN'S ROAD, ERRINGTON BC

LIST OF DRAWINGS			
SHEET NUMBER	SHEET TITLE		
L-1	COVER		
L-2	EXISTING CONDITIONS		
L-3	SITE PLAN		
L-4	SITE PLAN AND LAYOUT: PLAYGROUND		
L-5	SITE PLAN AND LAYOUT: PARKING LOT AND HILL		
L-6	PLANTING		
LD-1	DETAILS		
LD-2	DETAILS		
LD-3	DETAILS		

GENERAL NOTES:

THE PARK WILL REMAIN OPEN AND ACCESSIBLE TO THE PUBLIC DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TEMPORARY FENCING TO SECURE THE PORTION OF THE SITE THAT WILL BE UNDER CONSTRUCTION. EXTENT OF FENCING TO BE CONFIRMED ON SITE BY RDN STAFF.

CONCRETE
2. ALL FORMWORK TO BE APPROVED BY RDN STAFF PRIOR TO

3. 28 DAY COMPRESSIVE STRENGTH FOR ALL CONCRETE CURBS, WALKWAYS, PADS, AND FOOTINGS TO BE MIN. 30MPA. UNLESS OTHERWISE SPECIFIED BY A STRUCTURAL ENGINEER.

4. ALL PLAYGROUND EQUIPMENT TO BE SUPPLIED BY RDN AND INSTALLED BY CONTRACTOR.

5. CONTRACTOR TO PROVIDE PLAYGROUND SAFETY INSPECTION AND REPORT INCLUDING SAFETY SURFACING DROP TEST RESULTS FROM CERTIFIED CSA PLAYGROUND INSPECTOR.

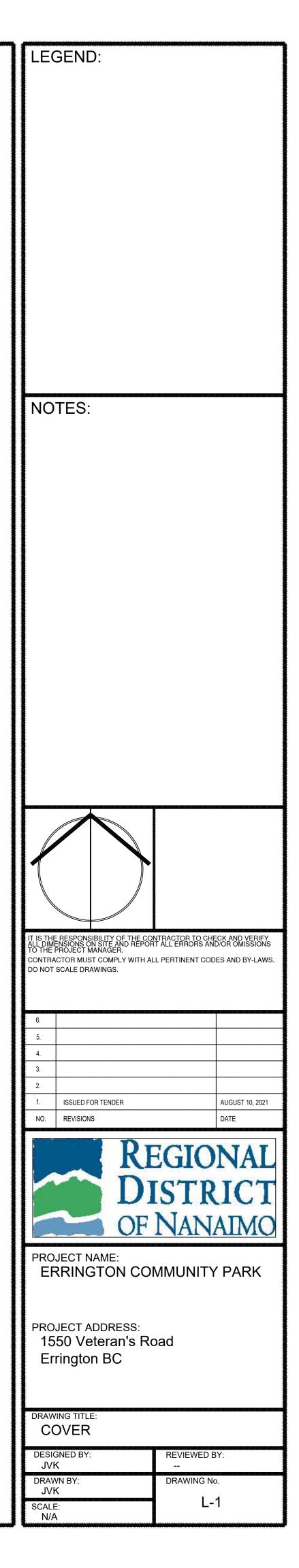
- BUILDING PERMITS WILL BE REQUIRED FOR THE SHADE STRUCTURE AND GORIC PUMP (PROVISIONAL ITEM). IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE THE PERMITS
- 7. A MoTI PERMIT WILL BE REQUIRED TO CONSTRUCT THE NEW DRIVEWAY ACCESS FOR THE PARKING LOT (PROVISIONAL ITEM). THE RDN WILL BE RESPONSIBLE FOR ACQUIRING THIS PERMIT.

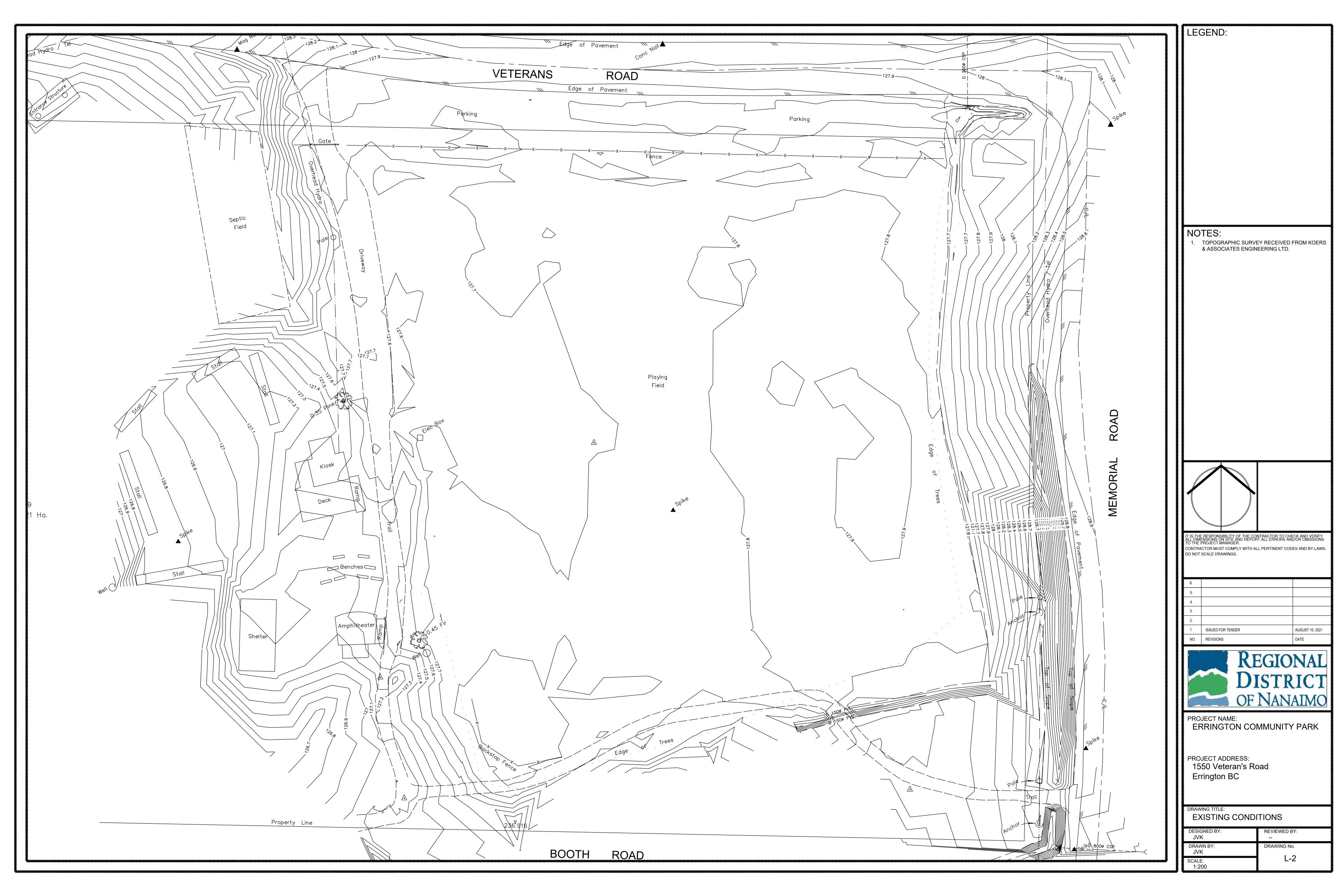
8. IF SPECIFIED PLANTS ARE NOT AVAILABLE, SUBSTITUTIONS TO BE APPROVED BY RDN STAFF PRIOR TO INSTALLATION.

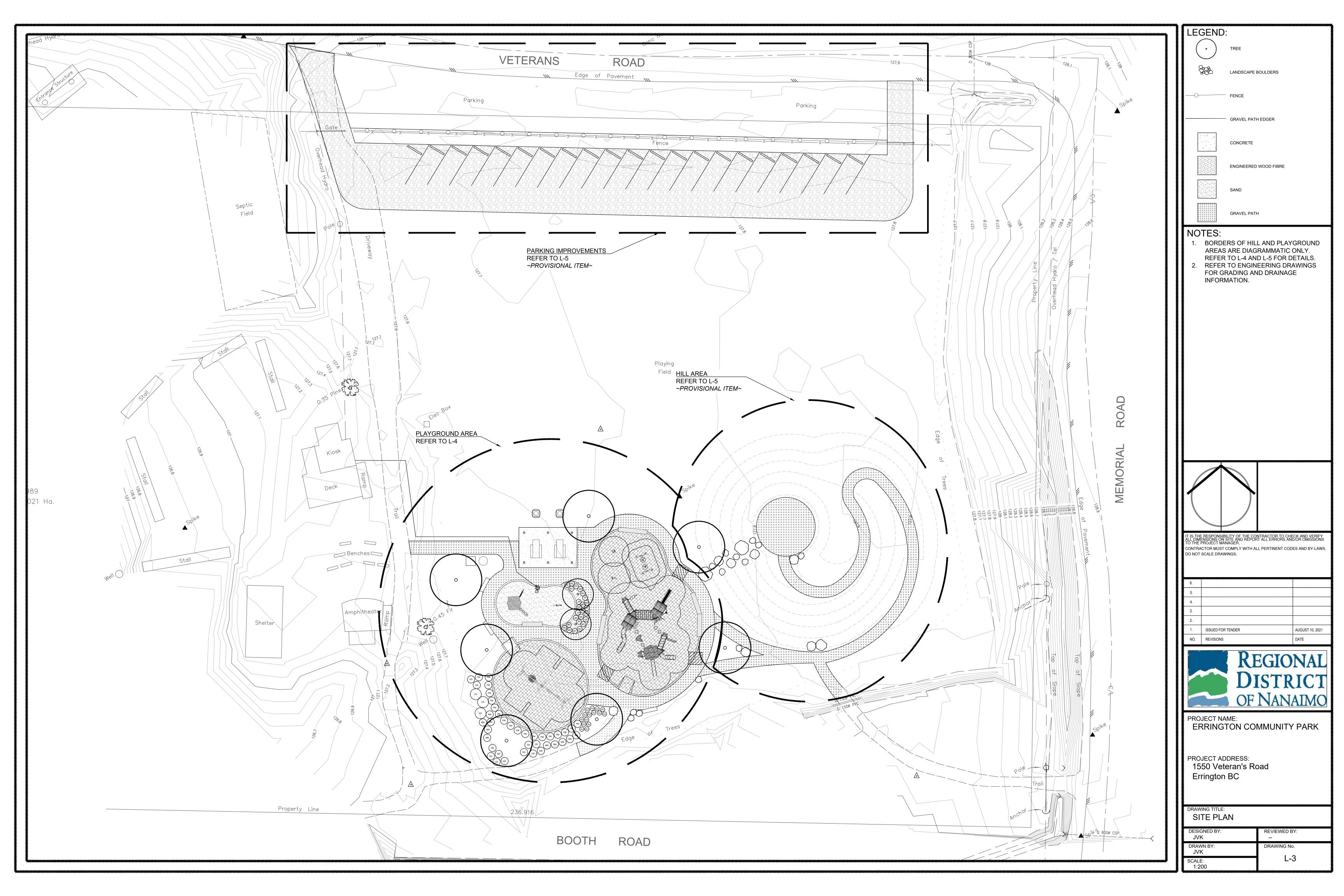


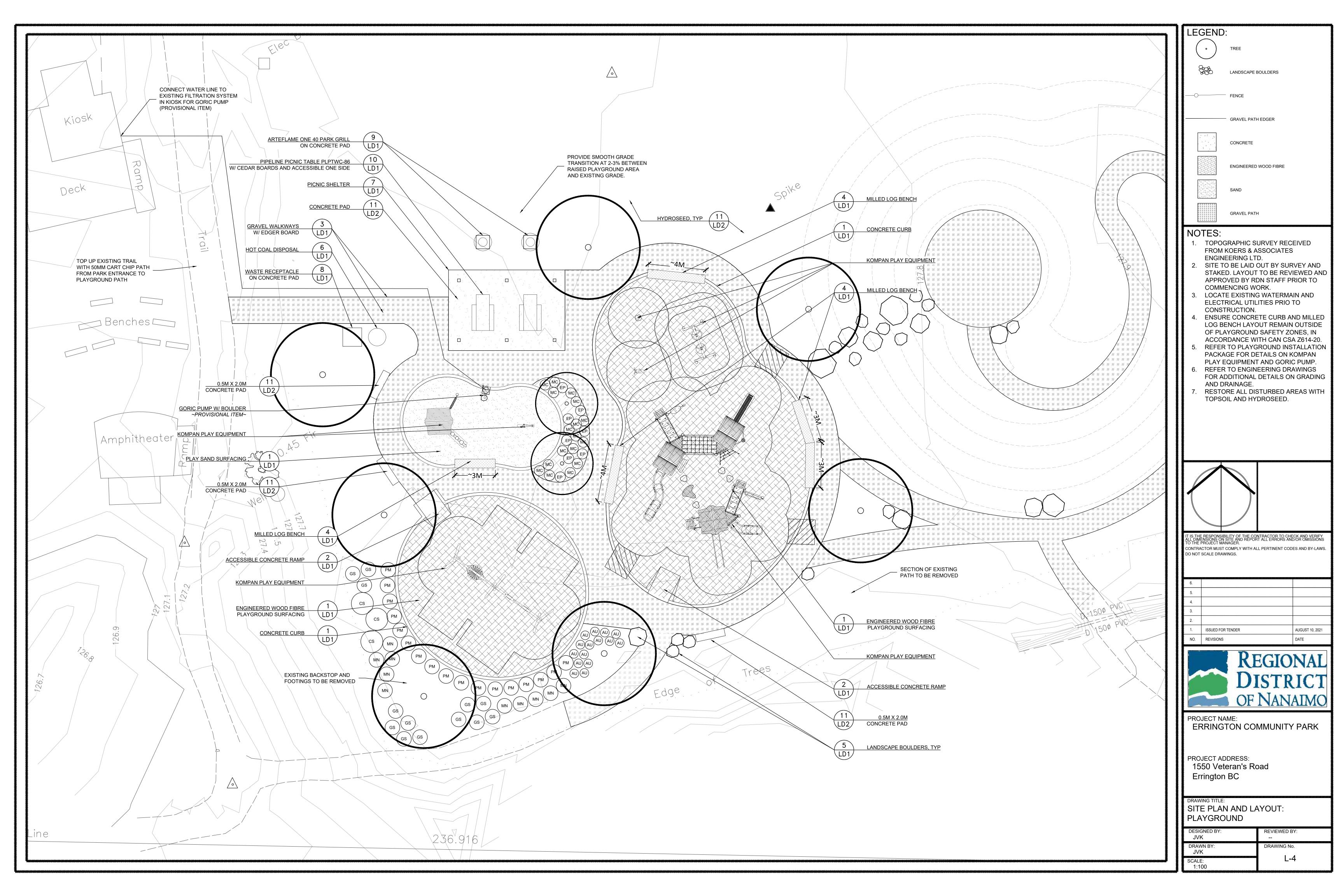
SITE PLAN OVERVIEW

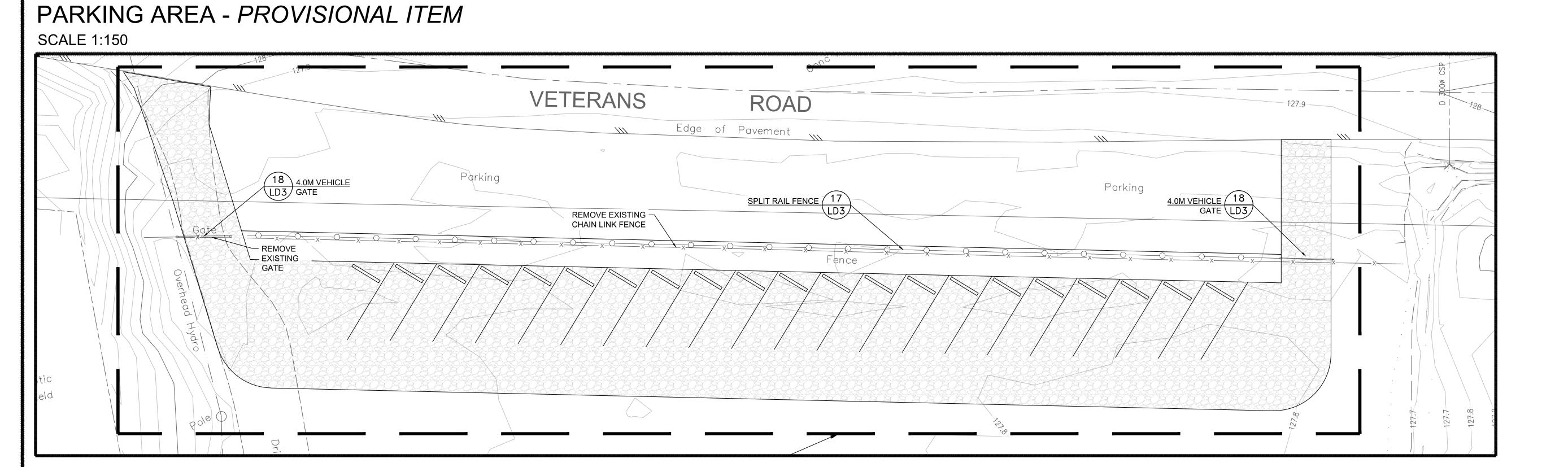
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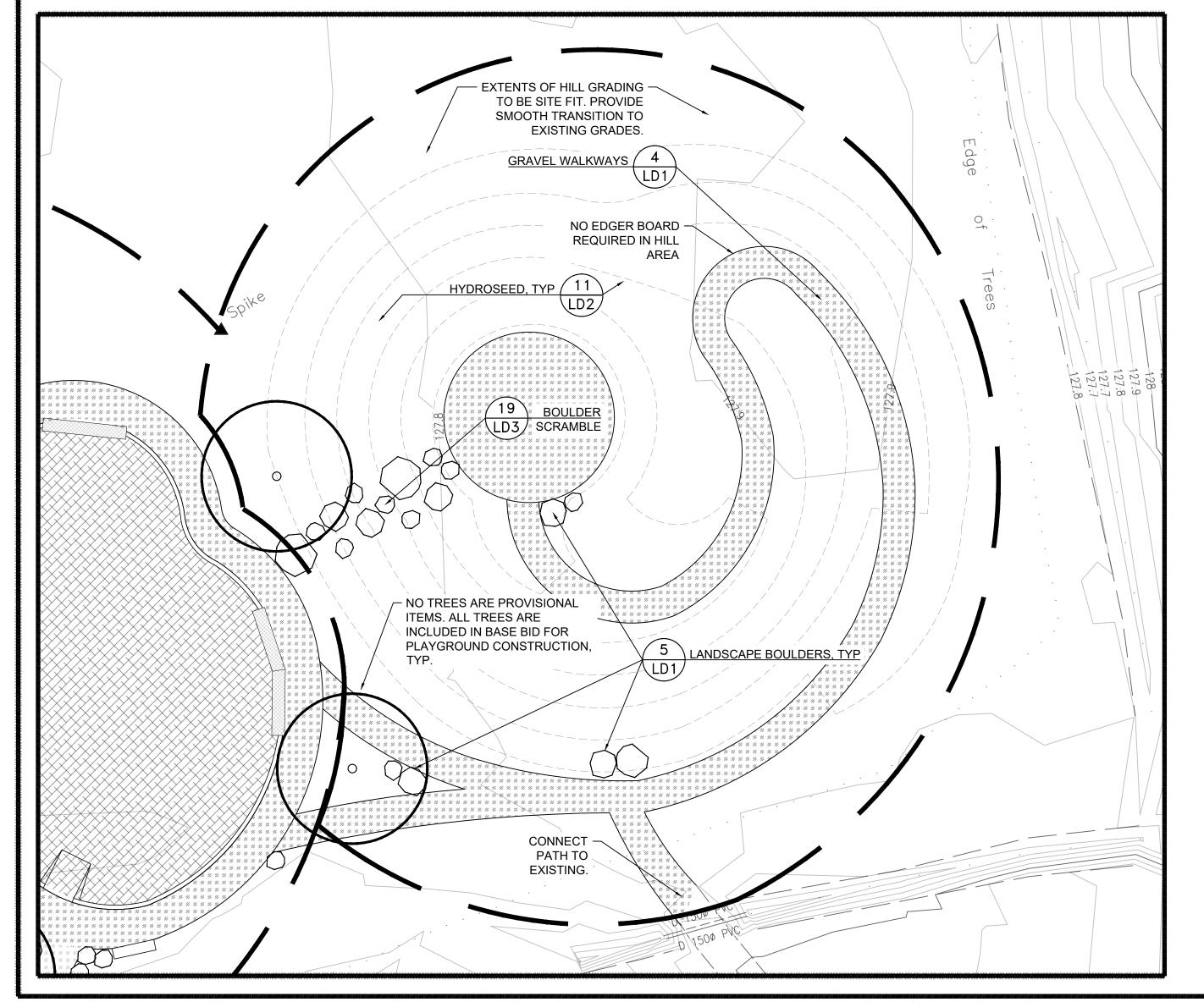


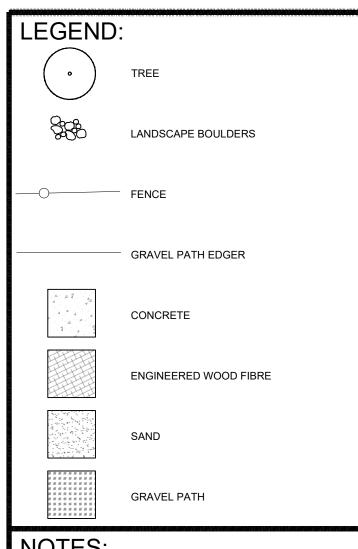




HILL AREA - PROVISIONAL ITEM

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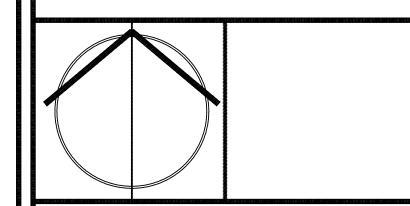




NOTES

- TOPOGRAPHIC SURVEY RECEIVED FROM KOERS & ASSOCIATES ENGINEERING LTD.
- SITE TO BE LAID OUT BY SURVEY AND STAKED. LAYOUT TO BE REVIEWED AND APPROVED BY RDN STAFF PRIOR TO COMMENCING WORK.
 LOCATE EXISTING WATERMAIN AND
- 3. LOCATE EXISTING WATERMAIN AND ELECTRICAL UTILITIES PRIO TO CONSTRUCTION.
- CONSTRUCTION.

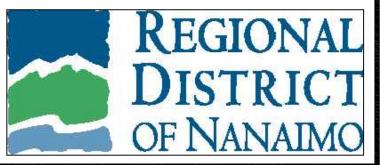
 4. REFER TO ENGINEERING DRAWINGS
 FOR ADDITIONAL DETAILS ON LAYOUT,
 GRADING, AND DRAINAGE.
- 5. RESTORE ALL DISTURBED AREAS WITH TOPSOIL AND HYDROSEED.



IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS ON SITE AND REPORT ALL ERRORS AND/OR OMISSIONS TO THE PROJECT MANAGER.

CONTRACTOR MUST COMPLY WITH ALL PERTINENT CODES AND BY-LAWS. DO NOT SCALE DRAWINGS.

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4.		
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1.	ISSUED FOR TENDER	AUGUST 10, 2021
NO.	REVISIONS	DATE
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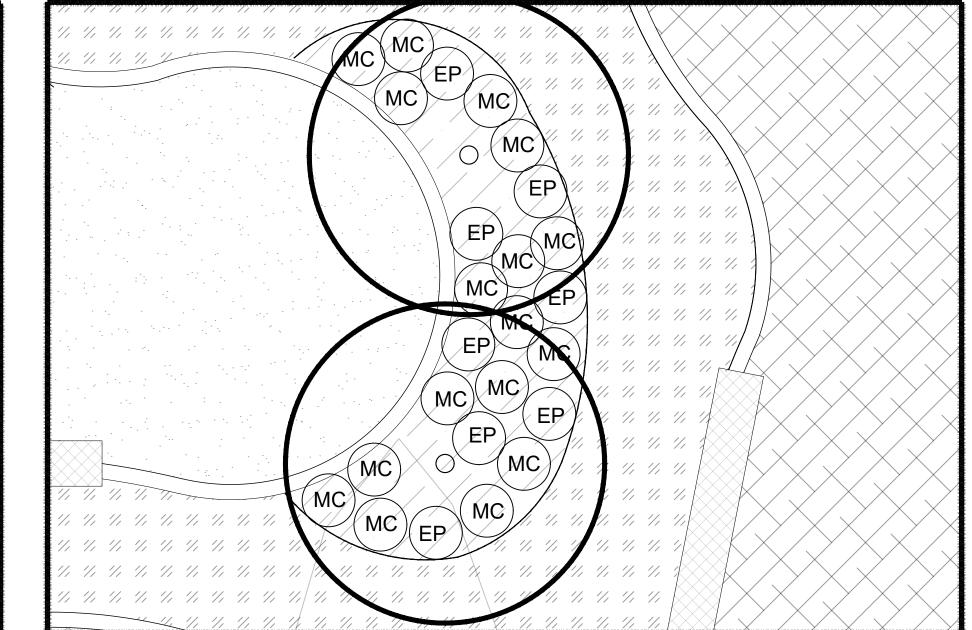
PROJECT NAME:
ERRINGTON COMMUNITY PARK

PROJECT ADDRESS:
1550 Veteran's Road
Errington BC

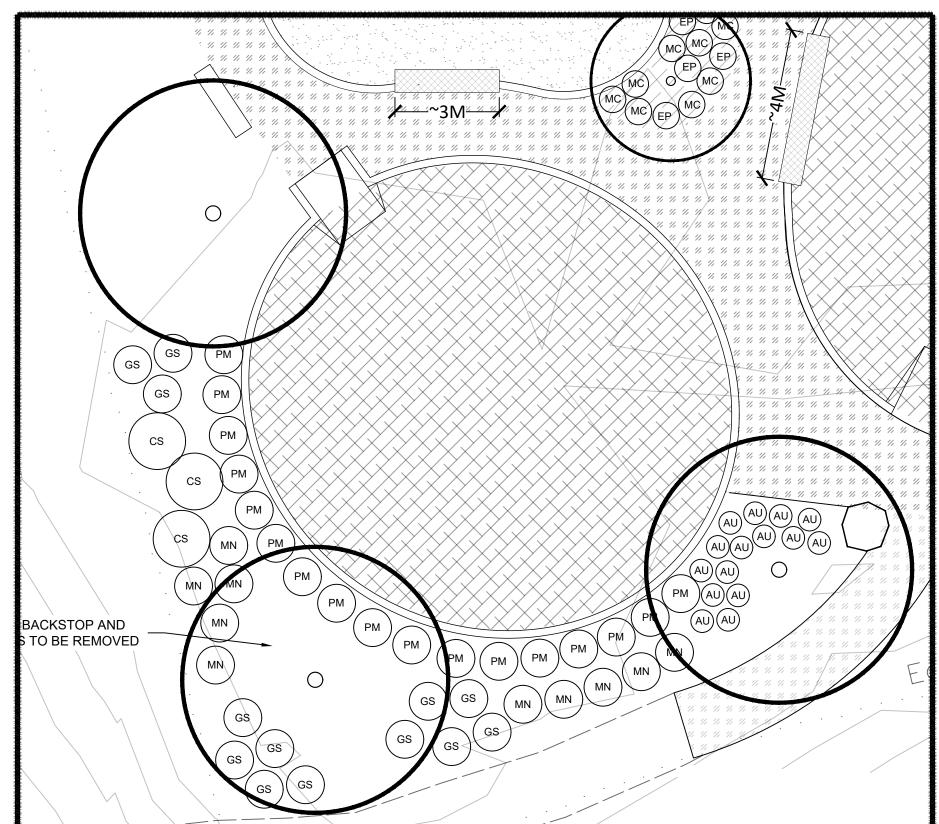
SITE PLAN AND LAYOUT:
PARKING LOT AND HILL

JVK	REVIEWED BY:
DRAWN BY: JVK	DRAWING No.
SCALE: 1:150	L-5





SCALE 1:50



SCALE 1:50

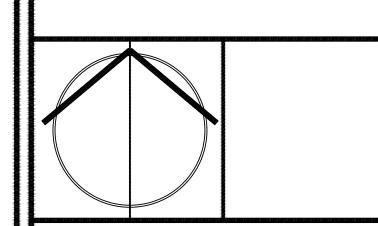
PLA	NTING SCHEDULE				
DEC	CIDUOUS TREES:				
KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
AG	Acer griseum	300cm HT	2	W.B	Multistem
F 0	Paperbark Maple	00		144 B	Clump Form
FS	Fagus sylvatica 'Riversii' Rivers European Beech	80mm	1	W.B	Straight Trunk Full Crown
GB	Gingko biloba	80mm	1	W.B.	Straight trunk
	Maidenhair Tree				Full crown
NS	Nyssa sylvatica Black Gum	80mm	2	W.B.	Straight trunk Full crown
PP	Parrotia persica 'Vanessa' Persion Ironwood	60mm	1	W.B.	Straight trunk Full crown
COI	NIFEROUS TREES:				
KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
MG	Metosequoia glyptostroboides 'Gold Rush' Dawn Redwood	300cm HT	2	B&B	Straight trunk unpruned
SHF	RUBS & PERENNIALS				
KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
AU	Arctostaphylos uva-ursi Kinnikinnick		15	1 gal.	Plant 60cm O.C.
CS	Cornus sericea Red-osier Dogwood	60cm	3	3 gal.	Shrubby, multister specimen
EP	Echinacea purpurea Purple Coneflower		8	1 gal.	Plant 75cm O.C.
GS	Gaultheria shallon Salal		15	1 ga	Plant 1.0m O.C.
MC	Muhlenbergia capillaris Muhly Grass		17	1 gal.	Plant 75cm O.C.
MN	Mahonia nervosa Oregon Grape		10	1 gal.	Plant 1.0m O.C.
			17	1 gal.	Plant 1.0m O.C.

NOTES

LEGEND:

- 1. TREE LOCATIONS AND PLANTING BED LAYOUTS TO BE APPROVED BY RDN STAFF PRIOR TO INSTALLATION.
- IF SPECIFIED PLANTS ARE NOT AVAILABLE, SUBSTITUTIONS TO BE APPROVED BY RDN STAFF PRIOR TO INSTALLATION.
 ESTABLISHMENT AND FIRST CUT OF HYDROSEED
- IS CONTRACTORS RESPONSIBILITY.

 4. RESTORE ALL DISTURBED AREAS WITH TOPSOIL AND HYDROSEED.



ALL DIMENSIONS ON SITE AND REPORT ALL ERRORS AND/OR OMISSIONS TO THE PROJECT MANAGER.

CONTRACTOR MUST COMPLY WITH ALL PERTINENT CODES AND BY-LAWS.

DO NOT SCALE DRAWINGS.

6.		
5.		
4.		
3.		
2.		
1.	ISSUED FOR TENDER	AUGUST 10, 2021
NO.	REVISIONS	DATE

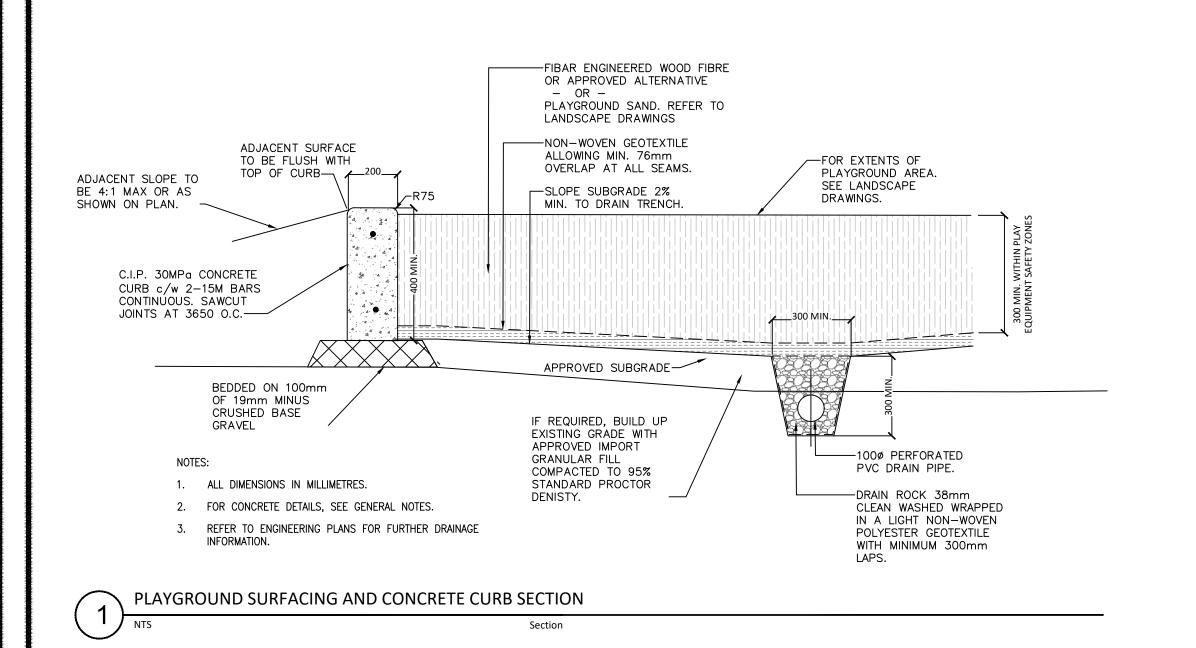


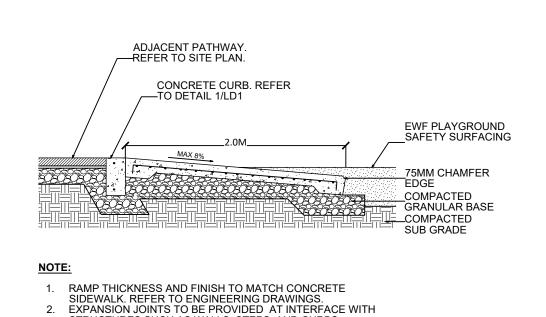
PROJECT NAME:
ERRINGTON COMMUNITY PARK

PROJECT ADDRESS:
1550 Veteran's Road
Errington BC

DRAWING TITLE:
PLANTING: PLAYGROUND AND HILL

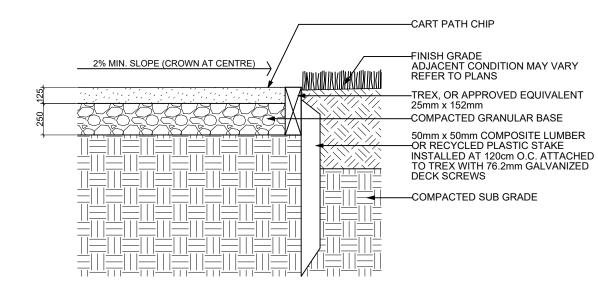
DESIGNED BY:	REVIEWED BY:
JVK	
DRAWN BY:	DRAWING No.
JVK	
SCALE:	L-6
AS SHOWN	





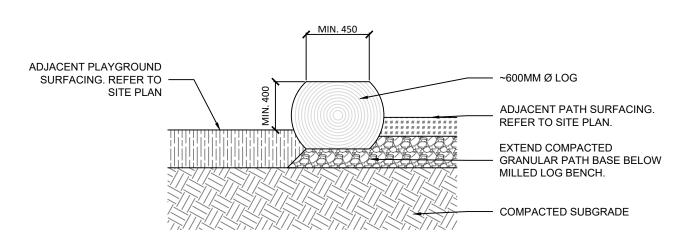
STRUCTURES SUCH AS WALLS, STEPS, AND CURBS
3. REINFORCE WITH 10M REBAR 300MM OC BOTH WAYS WITH MIN. 50MM COVERAGE.

ACCESSIBLE CONCRETE RAMP

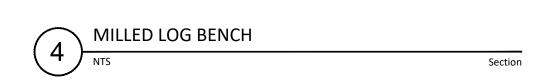


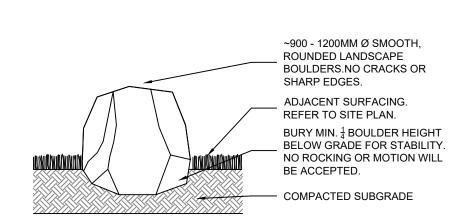
GRAVEL PATH WITH EDGER

50mm x 50mm COMPOSITE LUMBER
—OR RECYCLED PLASTIC STAKE
INSTALLED AT 120cm O.C. ATTACHED
TO TREX WITH 76.2mm GALVANIZED
DECK SCREWS

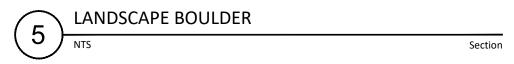


1. WOOD TO BE RED OR YELLOW CEDAR 2. MILLED SEAT TO BE SANDED SMOOTH AND FREE OF SPLINTERS. 3. MILLED LOG BENCHES TO BE SITE FIT WITH CONCRETE CURB TO ENSURE CONTINUOUS PLAYGROUND BORDER THAT DOES NOT ENCROACH IN PLAYGROUND SAFETY ZONE.

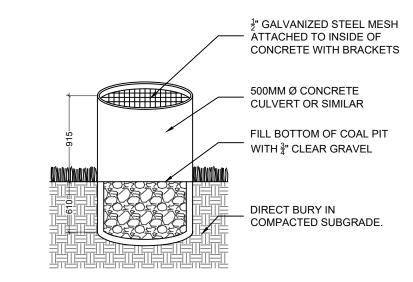




1. BOULDERS IN GROUPS TO BE TIGHT FITTING WITH MINIMAL GAPS BETWEEN. 2. BOULDER PLACEMENT AND LAYOUT TO BE APPROVED BY RDN STAFF ON SITE.



9-1/2 cu.ft. 70 US Gallons (265L)



Section

CONCRETE WALKWAY.

EXPANSION JOINT

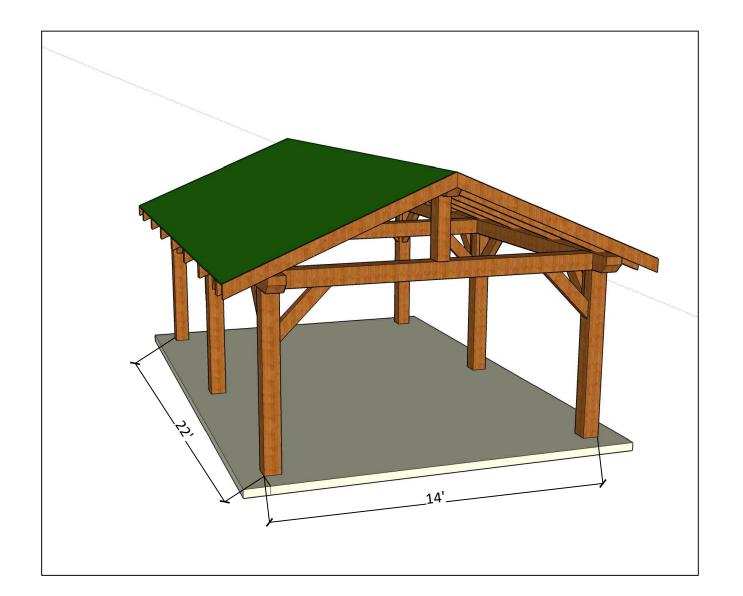
MAX 8%

REFER TO ENGINEERING DRAWINGS.

1. DETAIL IS CONCEPTAUL ONLY. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY RDN STAFF PRIOR TO MANUFACTURE OF COAL PIT.



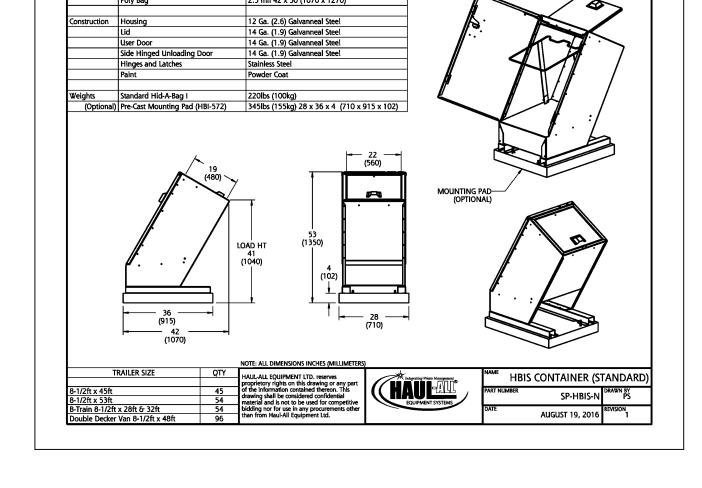




1. DRAWING IS SCHEMATIC ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR PICNIC SHELTER FOR APPROVAL BY RDN STAFF PRIOR TO CONSTRUCTION.

- PICNIC SHELTER WILL REQUIRE A BUILDING PERMIT. RDN STAFF TO ASSIST CONTRACTOR WITH BUILDING PERMIT APPLICATION.
- SHOPS DRAWINGS FOR PICNIC SHELTER AND FOOTINGS TO BE STAMPED BY PROFESSIONAL ENGINEER. 4. ALL WOOD TO BE CEDAR. ALL EXPOSED CEDAR TO BE TREATED WITH A CLEAR EXTERIOR STAIN. PRODUCT TO BE APPROVED BY RDN STAFF PRIOR TO APPLICATION. APPLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS.





ALL SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTI





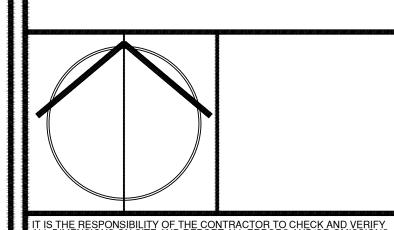
1. ARTEFLAME ONE40 PARK GRILL. CONTACT CANADA@ARTEFLAME.COM TO PURCHASE.

ARTEFLAME ONE40 PARK GRILL



TOPOGRAPHIC SURVEY RECEIVED FROM KOERS & ASSOCIATES ENGINEERING LTD.

LEGEND:



S THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK AND VERIFY L DIMENSIONS ON SITE AND REPORT ALL ERRORS AND/OR OMISSIONS THE PROJECT MANAGER. CONTRACTOR MUST COMPLY WITH ALL PERTINENT CODES AND BY-LAWS. DO NOT SCALE DRAWINGS.

6.		
5.		
4.		
3.		
2.		
1.	ISSUED FOR TENDER	AUGUST 10, 2021
NO.	REVISIONS	DATE

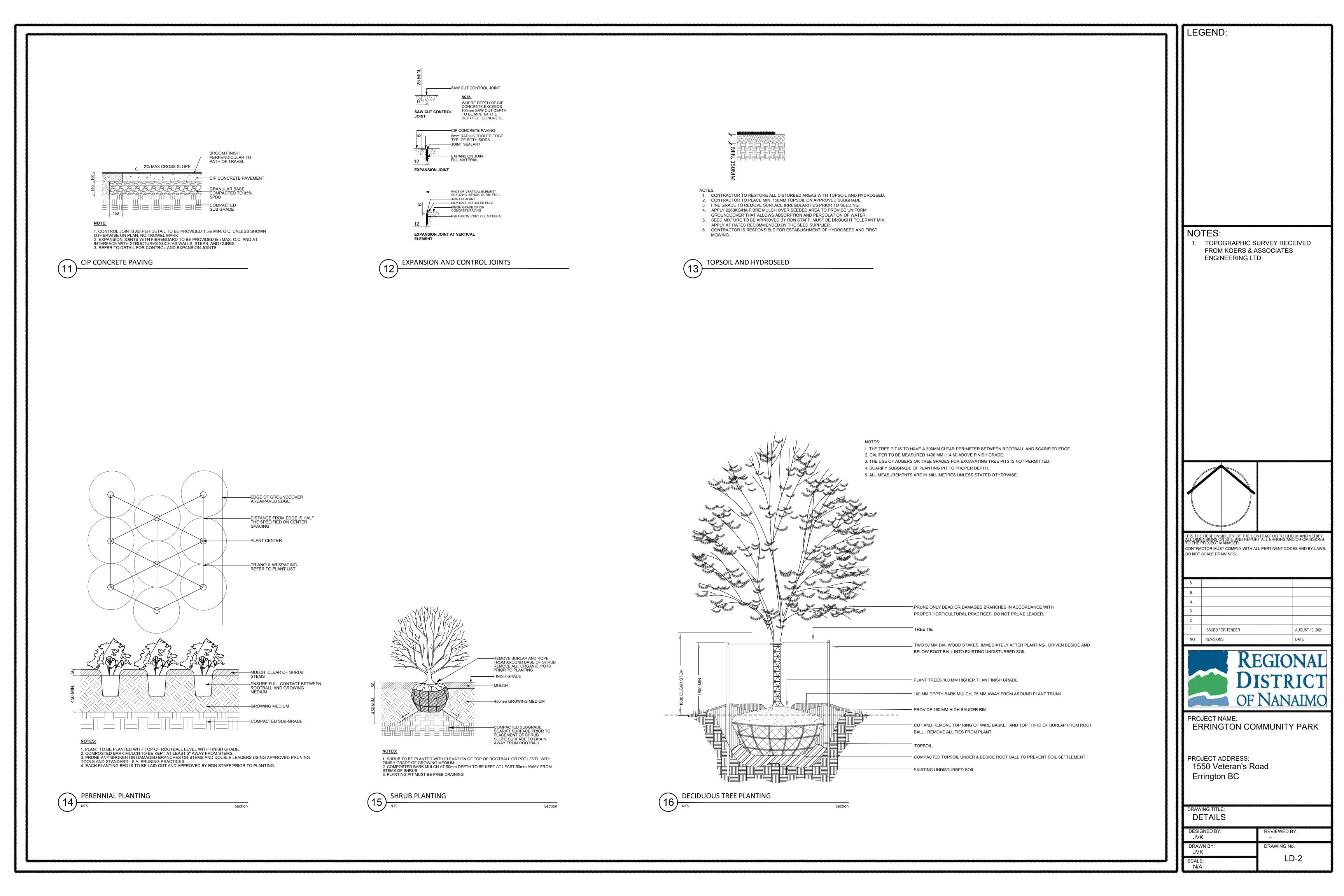


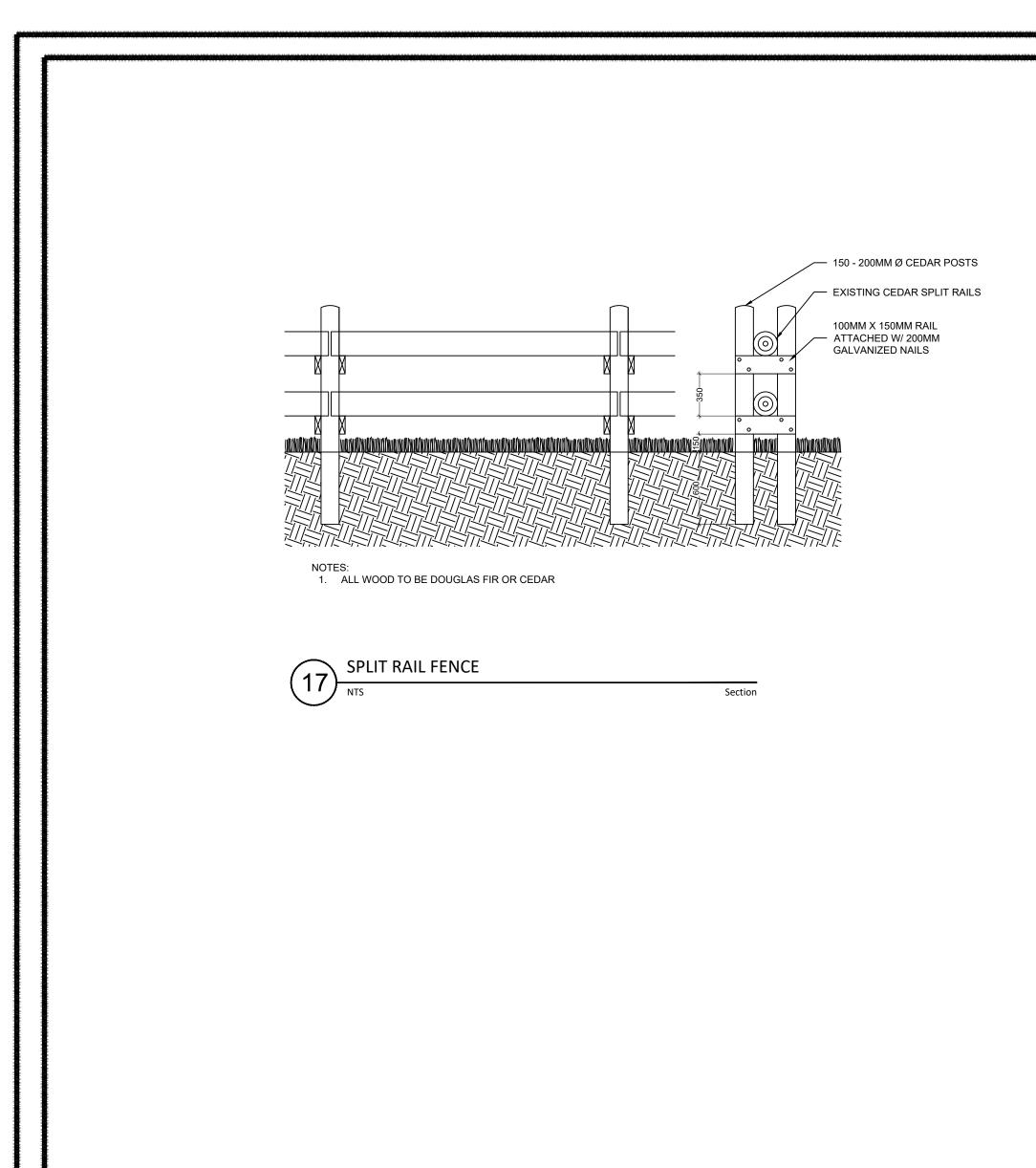
PROJECT NAME: **ERRINGTON COMMUNITY PARK**

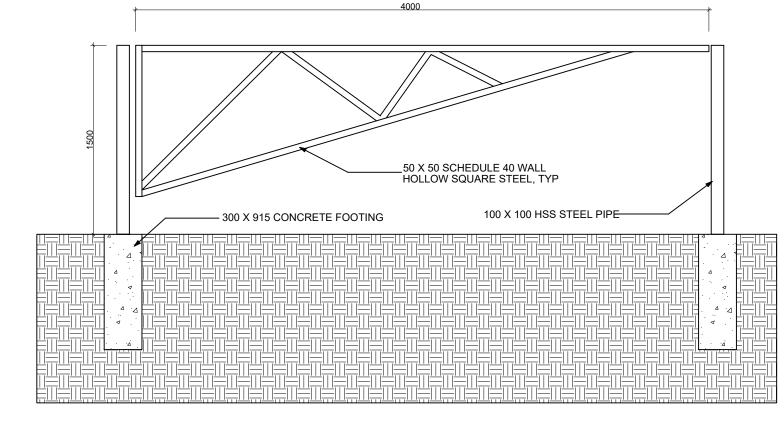
PROJECT ADDRESS: 1550 Veteran's Road Errington BC

DRAWING TITLE:		
DETAILS		

DESIGNED BY:	REVIEWED BY:
JVK	
DRAWN BY:	DRAWING No.
JVK	,
SCALE:	LD-1
1.400	







NOTE:

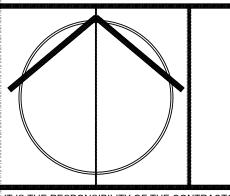
1. DRAWING IS SCHEMATIC ONLY. SHOP DRAWINGS REQUIRED FOR ALL CONCRETE FOOTINGS, REINFORCEMENT, CONNECTIONS, AND GATE DETAILS.
2. GATE HINGE AND LATCH TO BE LOCKABLE.
3. SHOP DRAWINGS TO BE APPROVED BY RDN STAFF PRIOR TO FABRICATION.
4. ALL WELDS TO BE GROUND SMOOTH PRIOR TO HOT DIP GALVANIZING.
5. ALL METAL TO HAVE HOT DIPPED GALVANIZED FINISH AFTER FABRICATION.

VEHICLE GATE

NTS

NOTES:

 TOPOGRAPHIC SURVEY RECEIVED FROM KOERS & ASSOCIATES ENGINEERING LTD.



IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS ON SITE AND REPORT ALL ERRORS AND/OR OMISSIONS TO THE PROJECT MANAGER.

CONTRACTOR MUST COMPLY WITH ALL PERTINENT CODES AND BY-LAWS. DO NOT SCALE DRAWINGS.



PROJECT NAME:
ERRINGTON COMMUNITY PARK

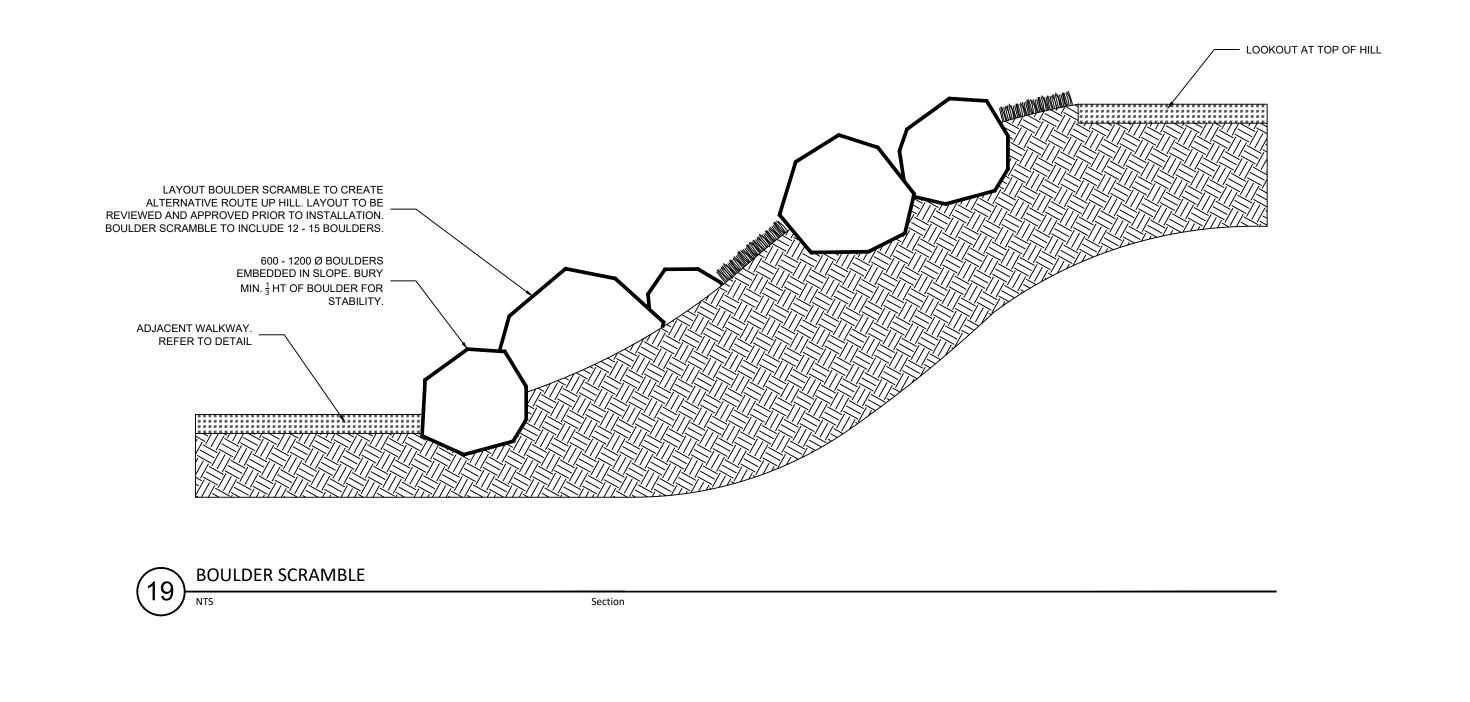
PROJECT ADDRESS:
1550 Veteran's Road
Errington BC

DETAILS

DESIGNED BY:
JVK
-DRAWN BY:
JVK

SCALE:
N/A

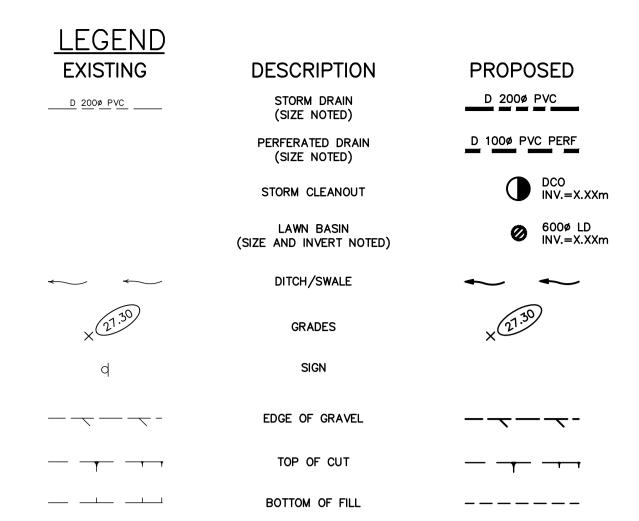
REVIEWED BY:
-DRAWING No.
LD-3



- 1. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH THE NAMES OF THE CONTRACTOR'S EMERGENCY PERSONNEL AND THEIR AFTER HOUR PHONE
- 2. ALL SURVEY MONUMENTS AND PROPERTY PINS WITHIN THE PROJECT BOUNDARIES SHALL BE PROTECTED DURING THE COURSE OF THE WORK. SHOULD ANY SURVEY MONUMENTS OR PINS REQUIRE RAISING OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE OWNER AT LEAST 72 HOURS IN ADVANCE OF SCHEDULING WORK. ALL DISTURBED MONUMENTS AND PINS WILL BE REPLACED BY A B.C. LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- 3. ALL REQUESTED CHANGES TO THE APPROVED ENGINEERING DESIGN DRAWINGS SHALL BE SUBMITTED BY CONTEMPLATED CHANGE ORDER PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR
- 4. ALL OPEN CUT EXCAVATIONS SHALL BE BACKFILLED BY THE END OF THE WORKING DAY UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
- 5. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SIGNAGE, BARRIERS, ETC. AT ALL TIMES TO ENSURE THE SAFETY OF THE PUBLIC.
- CLEAN STATE AT ALL TIMES. DUST CONTROL MEASURES SHALL ALSO BE EMPLOYED DURING THE COURSE OF THE WORK.

6. ALL PUBLIC ROADWAYS AFFECTED BY THE WORKS SHALL BE KEPT IN A

- 7. WORKING HOURS FOR CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE RDN BYLAWS AND MOTI REQUIREMENTS, WITH NO WORK PERFORMED ON SUNDAY. NO WORK SHALL TAKE PLACE ON ANY STATUTORY HOLIDAY.
- 8. ALL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND ARE NOT NECESSARILY SHOWN. ACTUAL LOCATIONS SHOULD BE CONFIRMED BY MANUAL EXCAVATION.
- 9. ALL STRUCTURES ARE NOT NECESSARILY SHOWN.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING SURFACE AND UNDERGROUND UTILITIES THAT MAY AFFECT THE WORK.





KOERS & ASSOCIATES ENGINEERING LTD. Consulting Engineers P.O. Box 790, 194 Memorial Ave. Ph: 250-248-3151 Parksville, BC V9P 2G8 www.koers-eng.com Ph: 250-248-5362

RECORD OF REVISIONS

DATE BY ENG DESCRIPTION

NOT FOR CONSTRUCTION

B | 04AUG21 | BRC | CH | TENDER A 16JUL21 BRC | CH | CLIENT REVIEW ISS DATE BY ENG DESCRIPTION

RECORD OF ISSUE

SEAL

PROJECT NO. 2135 DRAWN DESIGNED BRC CHECKED APPROVED

SCALE



JUNE 2021

AS NOTED

PROJECT

ERRINGTON COMMUNITY PARK

LOCATION PLAN, SITE PLAN DRAWING LIST, LEGEND AND GENERAL NOTES

DRAWING No. REV. SHEET 2135-01

LOCATION PLAN

19

-PROPOSED PARKING AND STORM DRAINAGE

-PROVISIONAL- >

-PROPOSED PLAY GROUND 🥆

AND STORM DRAINAGE

-PROPOSED

PLAY MOUND

STORM SEWER NOTES

- 1. ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DRAWINGS.
- 2. ALL PIPE SHALL BE BEDDED AND BACKFILLED IN ACCORDANCE WITH THE DRAWINGS AND CONTRACT DOCUMENTS. ALL BACKFILL WILL BE IMPORTED GRANULAR MATERIAL. BEDDING AND BACKFILL MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95%

PROJECT SPECIFIC NOTES

- 1. ELEVATIONS ARE TO METRIC GEODETIC DATUM.
- 2. CONTRACTOR TO STAY FAR AWAY FROM EXISTING UTILITY POLES DURING
- 3. CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE ALL BROKEN OR DISTURBED PIPES, CONDUITS, ROADWAYS OR STRUCTURES THAT ARE DAMAGED DURING CONSTRUCTION. EXISTING PIPING IS TO BE ADEQUATELY SUPPORTED AND
- 4. ALL WASTE MATERIAL TO BE REMOVED FROM THE PROJECT AREA AND DISPOSED AT A SITE SECURED BY THE CONTRACTOR. NO ONSITE DUMPING WILL BE
- 5. FILL AND COMPACT PLAYGROUND AREA WITH APPROVED IMPORT GRANULAR MATERIAL TO SUBGRADE PRIOR TO CURB AND DRAIN PIPE INSTALLATION.

MODIFIED PROCTOR UNLESS OTHERWISE SPECIFIED ON THE APPROVED ENGINEERING 3. ALL BOSS 2000 PIPING TO CONFORM TO CSA B 182.8 AND ASTM 3350. ALL FITTINGS SHALL BE WATER TIGHT AND UTILIZE ULTRA STAB FITTINGS. ROADWORKS NOTES 1. A GEOTECHNICAL ENGINEER RETAINED BY THE OWNER MAY CONDUCT INTERMITTENT TESTING AND QUALITY CONTROL DURING THE PREPARATION OF SUBGRADE AND CONSTRUCTION OF THE DESIGN ROAD STRUCTURE. FREQUENCY OF TESTING SHALL BE AS DETERMINED BY THE ENGINEER. 2. ALL ROAD SUBGRADE, SUBBASE, AND BASE STRUCTURES SHALL BE COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR DENSITY. COMPACTION FOR EACH LAYER OF SUBGRADE, SUBBASE AND BASE COURSE SHALL BE SPOT TESTED WITH A NUCLEAR DENSOMETER AND A FINAL PROOF ROLL SHALL BE PERFORMED WITH A LOADED SINGLE AXLE TRUCK. THE ENGINEER SHALL BE GIVEN AT LEAST 48 HOURS NOTICE IN ADVANCE TO WITNESS A PROOF ROLL TEST. 3. THE USE OF TRACK EQUIPMENT ON PAVEMENT WHICH IS NOT INTENDED FOR REPLACEMENT WILL NOT BE PERMITTED. SHOULD DAMAGE TO THE PAVED SURFACE OCCUR, THE CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE.

Area - 2.021 He.

DRAWING LIST

DWG. No.

2135-01

2135-02

2135-03

SHEET No.

1/3

2/3

3/3

DRAWING TITLE

MISCELLANEOUS DETAILS

LOCATION PLAN, SITE PLAN, DRAWING LIST, LEGEND

17

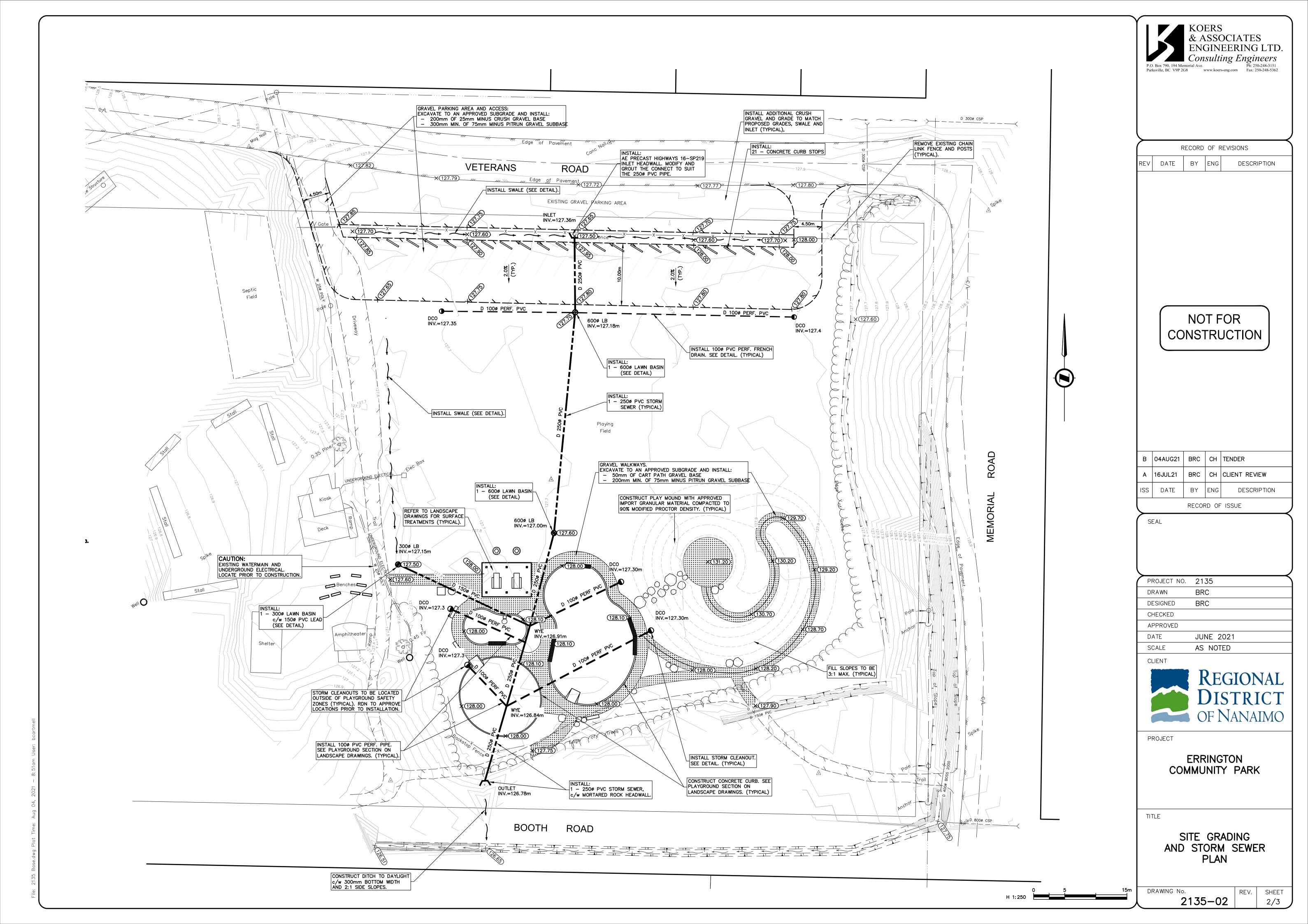
SEE POSTING PLAN EPP59659

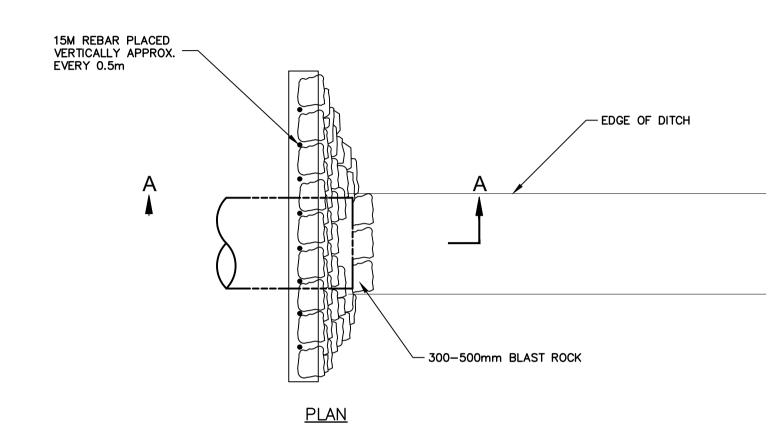
SITE GRADING AND STORM SEWER - PLAN

SITE PLAN

BOOTH ROAD

PROTECTED WHERE NEW PIPING CROSSES OVER OR UNDER EXISTING UTILITIES.



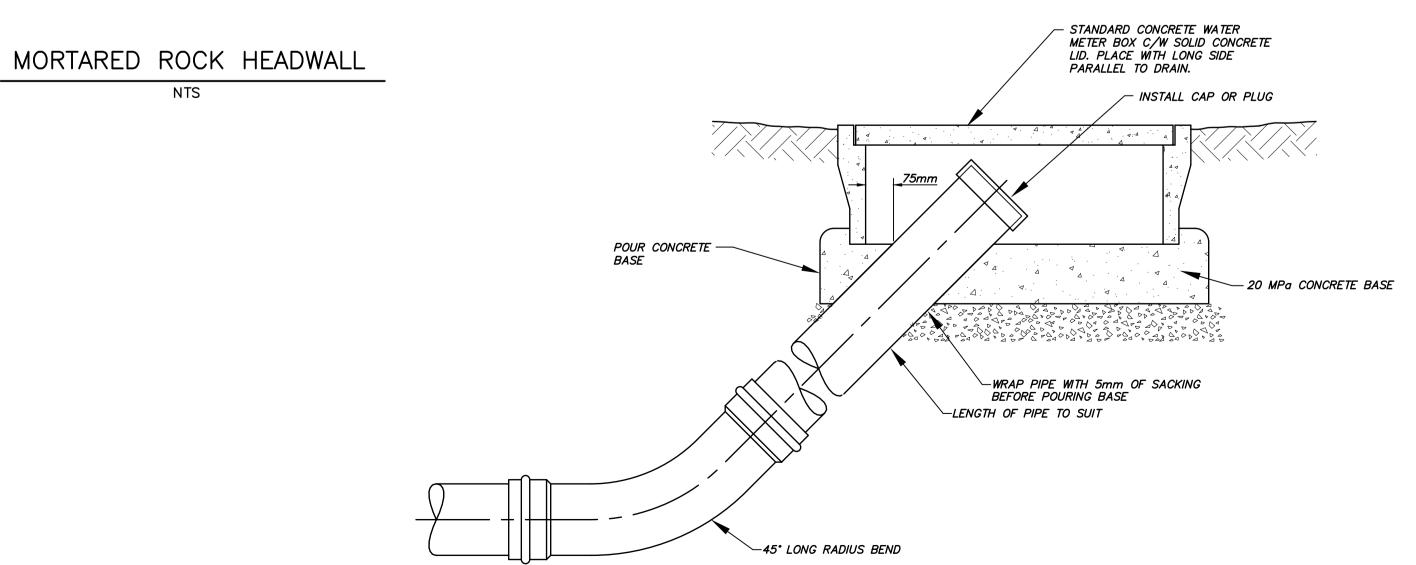


MORTARED ROCK HEADWALL NOTES:

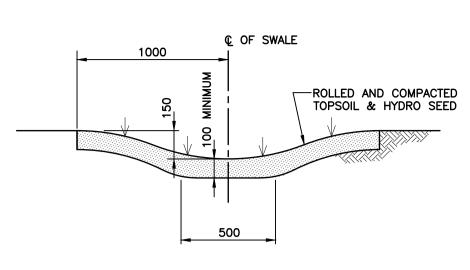
- BLAST ROCK MASONRY SHALL BE HARD, SOUND, AND DURABLE. IT SHALL BE FREE FROM SEGREGATION, SEAMS, CRACKS AND ANY DEFECTS TENDING TO DESTROY ITS RESISTANCE TO WEATHER. IT SHALL BE FREE FROM ROUNDED, WORN, OR WEATHERED SURFACES OR ANY COATINGS TENDING TO DESTROY THE BOND WITH THE MORTAR.
- 2. MORTAR SHALL BE COMPOSED OF ONE PART PORTLAND CEMENT AND THREE PARTS OF CLEAN MASONRY SAND. (75mm SLUMP)
- 3. INDIVIDUAL STONES SHALL HAVE A THICKNESS OF NOT LESS THAN 200mm AND A WIDTH OF NOT LESS THAN 150% OF THE THICKNESS. STONES SHALL INCREASE IN THICKNESS FROM THE TOP TO THE BOTTOM OF THE WALL.
- 4. BOND STONES GOING THROUGH THE WALLS SHALL HOLD, IN THE HEART OF THE WALL, THE SAME SIZE AS SHOWN ON THE FACE, AND SHALL EXTEND INTO THE WALL NOT LESS THAN 450mm BEYOND THE FACE STONES. THEY SHALL OCCUPY NOT
- 5. THE STONE SHALL BE ROUGHLY SQUARED ON JOINTS, BEDS AND FACES. SELECTED STONES ROUGHLY SQUARED AND PITCHED TO LINE SHALL BE USED AT ALL ANGLES AND ENDS OF WALLS.
- 6. ALL SHAPING AND DRESSING OF STONE SHALL BE DONE BEFORE THE STONE IS LAID IN THE WALL AND NO DRESSING OR HAMMERING, WHICH WILL LOOSEN THE STONE AFTER IT IS PLACED, WILL BE PERMITTED

LESS THAN 20% OF THE FACE AREA OF THE WALL AND SHALL BE EVENLY DISTRIBUTED.

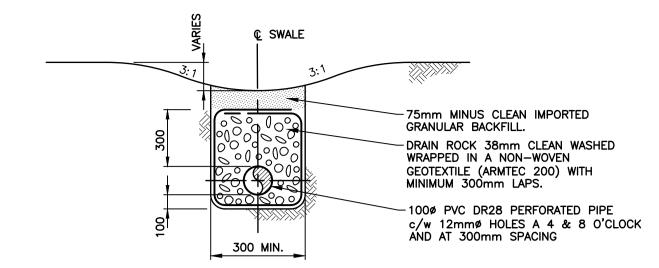
- 7. EACH STONE SHALL BE CLEANED AND THOROUGHLY SATURATED WITH WATER BEFORE BEING SET, AND THE BED WHICH IS TO RECEIVE IT SHALL BE CLEANED AND WELL MOISTENED.
- 8. THE MASONRY SHALL BE LAID TO LINE AND IN COURSES ROUGHLY LEVELLED UP. THE BOTTOM OR FOUNDATION COURSES SHALL BE COMPOSED OF LARGE SELECTED STONES AND ALL COURSES SHALL BE LAID WITH BEARING BEDS PARALLEL TO THE NATURAL BED OF THE MATERIAL.
- 9. ALL STONES SHALL BE BEDDED IN FRESHLY LAID MORTAR. THE MORTAR JOINTS SHALL BE FULL AND THE STONES CAREFULLY SETTLED IN PLACE BEFORE THE MORTAR HAS SET. JOINTS AND BEDS SHALL HAVE AN AVERAGE THICKNESS OF NOT MORE
- 10. FACE JOINTS SHALL BE POINTED BEFORE THE MORTAR BECOMES SET. THE FACE SURFACES OF STONE SHALL NOT BE SMEARED WITH THE MORTAR THAT IS FORCED OUT OF THE JOINTS OR THAT IS USED IN POINTING.



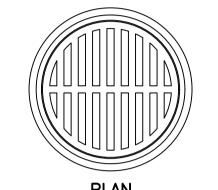
100¢ STORM CLEANOUT DETAIL



SWALE DETAIL NTS



PERFORATED FRENCH DRAIN DETAIL



600 mm

-FRAME AND GRATE

- CORE FOR INLET/OUTLET

PIPE(S) AT INVERT(S)

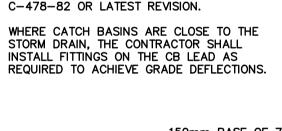
SPECIFÍED. GROUT ANNULAR SPACE

AROUND PIPE.

- MORTAR

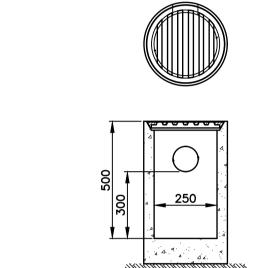


- NOTES: 1. INLET FRAME AND GRATE - DOBNEY B-26B. 2. ALL JOINTS TO BE PRE-WETTED BEFORE
- MORTAR IS PLACED. 3. MORTAR SHALL COMPLY TO A.S.T.M.
- C-270-68 OR LATEST REVISION. 4. PRECAST REINFORCED SPUN CONCRETE SECTIONS SHALL CONFIRM TO A.S.T.M.
- 5. WHERE CATCH BASINS ARE CLOSE TO THE STORM DRAIN, THE CONTRACTOR SHALL INSTALL FITTINGS ON THE CB LEAD AS



150mm BASE OF 75mm MINUS PITRUN GRAVEL COMPACTED TO 98% STANDARD PROCTOR DENSITY -

600¢ LAWN BASIN DETAIL



NOTES:

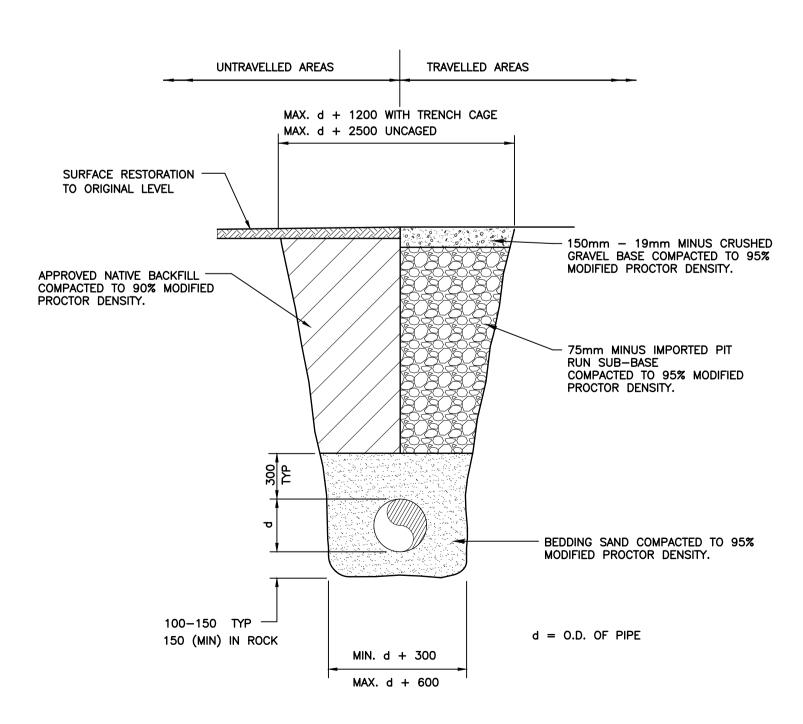
150mm BASE OF 75mm MINUS

PITRUN GRAVEL COMPACTED TO

98% STANDARD PROCTOR DENSITY-

- 1. INLET GRATE WESTVIEW TR12 250LB, A.S.T.M. A48 CLASS 25 GREY IRON.
- 2. PRECAST CONCRETE LAWN BASIN LANGLEY CONCRETE GROUP LB-1, 250mm I.D. 50Kgs, c/w PRECAST CONCRETE BASE.
- 3. WHERE CATCH BASINS ARE CLOSE TO THE STORM DRAIN, THE CONTRACTOR SHALL INSTALL FITTINGS ON THE CB LEAD AS REQUIRED TO ACHIEVE GRADE DEFLECTIONS.

300¢ LAWN BASIN DETAIL



TYPICAL STORM SEWER TRENCH SECTION

& ASSOCIATES ENGINEERING LTD. Consulting Engineers P.O. Box 790, 194 Memorial Ave. Parksville, BC V9P 2G8 www.koers-eng.com Fax: 250-248-5362

RECORD OF REVISIONS

BY ENG

DESCRIPTION

DATE

NOT FOR CONSTRUCTION

В	04AUG21	BRC	СН	TENDER
Α	16JUL21	BRC	СН	CLIENT REVIEW
ISS	DATE	BY	ENG	DESCRIPTION

RECORD OF ISSUE

SEAL

PROJECT NO.	2135
DRAWN	BRC
DESIGNED	BRC
CHECKED	
APPROVED	
DATE	JUNE 2021
SCALE	AS NOTED

CLIENT



PROJECT

ERRINGTON COMMUNITY PARK

MISCELLANEOUS DETAILS

DRAWING No. REV. 2135-03

SHEET 3/3

1.0 AGREEMENT SUPPLEMENT

The Agreement for the Standard Construction Document - CCDC 2 - 2008, Stipulated Price Contract is hereby amended as follows:

1.1 ARTICLE A-3 CONTRACT DOCUMENTS

Add to 3.1: The Supplementary General Conditions of the Stipulated Price Contract

1.2 ARTICLE A.5 PAYMENT

Insert to Paragraph 5.1: "Ten percent (10%)" Insert to Paragraph 5.3.1: "The Bank of Nova Scotia"

1.3 SUPPLEMENTARY DEFINITIONS

Definitions used in the Standard Construction Document - CCDC2 - 2008, Stipulated Price Contract are hereby amended as follows, and wherever the Definitions are referred in the Contract Documents, it shall be understood that such reference means as amended by these Supplementary Definitions.

Definition 20. Substantial Performance of the Work

Delete and replace with the following:

"Substantial Performance of the Work shall have been reached when:

- .1 the *Work* is ready for use or is being used by the *Owner* for the purpose intended and is so certified by the Consultant; and
- .2 a Certificate of Completion has been issued for the *Work* as a whole."

Add new definitions:

27. **Dictionary**

In case of dispute, The Concise Oxford Dictionary of Current English (current edition), shall prevail except for those definitions given in CCDC2 - 2008 and in various other places in the Contract Documents.

28. Builders Lien Act

Builders Lien Act means the Builders Lien Act, S.B.C. 1997, c.45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

Issued for Bid: January 23, 2019

29. Certificate of Completion

Page 2

A Certificate of Completion is a certificate of completion as defined in the Builders Lien Act."

2.0 SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of Standard Construction Document - CCDC2 - 2008, Stipulated Price Contract are hereby amended as follows and wherever the General Conditions are referred to in the Contract Documents, it shall be understood that such reference means as amended by the Supplementary Conditions.

2.1 GC 1.1 CONTRACT DOCUMENTS

Paragraph 1.1.8: Delete entirely and replace with the following:

"The Owner shall provide the Contractor, without charge, two (2) copies of the contract documents to perform the Work. Additional copies of the Contract Documents or parts thereof required by the Contractor shall be provided at the 'Contractor's expense'."

Add new Paragraph 1.1.11:

"The Contractor and any Sub-Contractors at the place of work must posess a valid City of Parksville or Inter-Community Business Licence at all times. Cost of the license shall be the expense of the Contractor or Sub-Contractor."

2.2 GC 1.5 FORCE MAJEURE

Add new GC 1.5 Force Majeure as follows:

"A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity.

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 for longer than 30 calendar days, the Regional District, at its sole discretion, may terminate this Agreement by verbal or written notice to the Vendor without further liability, expense, or cost of any kind."

2.3 GC 2.3 REVIEW AND INSPECTION OF THE WORK

Add new Paragraph 2.3.8:

"Where standards of performance are specified and the Work does not comply with the performance specified, such deficiency shall be corrected as directed by the Consultant. Any subsequent testing (including retesting by the Owner) to verify performance shall be done at the 'Contractor's expense'."

2.4 GC 2.4 DEFECTIVE WORK

Paragraph 2.4.3: Delete the words:

"the difference in value between the Work as performed and that called for by the Contract Documents", and replace with the words, "the value of such work as is necessary to correct any non-compliance with the Contract Documents".

Add new Paragraph 2.4.4:

"Acceptance of the Work by the Owner or Consultant shall not release the Contractor from responsibility for correcting deficiencies that have not been identified at the time of the deficiency review or that become apparent at a later time."

2.5 GC 3.5 CONSTRUCTION SCHEDULE

Paragraph 3.5.1.1: Delete the words:

"Prior to the first application for payment", and replace with the words "within seven (7) working days of written notice of award of the Contract".

Add new Paragraph 3.5.1.4:

"Time is of the essence in the performance of this Contract. The Contractor will perform and complete the Work in accordance with the schedule described in GC 3.5.1.1 which is accepted by the Owner (the "Schedule") and if the Contract Documents stipulate any time or times for such performance or delivery, then in accordance with such time or times, provided that the Owner may, from time to time, make reasonable changes in the schedule or schedules and the time or times for performance of the Work under the Contract Documents and the Contractor shall not be entitled to additional compensation therefor. The Contractor acknowledges and agrees that it may be required to proceed with the Work simultaneously with Subcontractors at the Project Site using the same facilities and in the same construction area with a view to obtaining maximum efficiency in orderly and timely completion of the Work. The Contractor agrees that it will not be entitled to nor will it claim any additional compensation by reason of the fact that it is required to coordinate its work and share the facilities and construction area with the Subcontractors. If the Contractor falls behind any critical path items identified in the Schedule it will take all steps necessary to get back on Schedule as soon as possible at no additional cost to the Owner. The Contractor acknowledges that the owner will suffer significant economic loss if the Work is not completed within the Contract Time"

Issued for Bid: January 23, 2019

2.6 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Add new Paragraph 3.7.7:

Page 4

"The specifications shall be read as a whole. This arrangement places no responsibility upon the Owner or Consultant to settle disputes between Subcontractors and Suppliers or between the Contractor and Subcontractors and Suppliers."

2.7 GC 3.8 LABOUR AND PRODUCTS

Add new Paragraph 3.8.4:

"The Contractor will do all reasonable things requested by the Owner or the Consultant for the purpose of enabling the Owner or the Consultant to comply with the *Builders Lien Act* including, without limitation, providing, if required, information in connection with contracts entered into by parties under the Contractor and providing such information as the Conultant may require to properly perform the role of payment certifier."

2.8 GC 3.10 SHOP DRAWINGS

Paragraph 3.10.12: Delete the words:

"in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the work", and replace with the words, "to Contractor within ten (10) working days of receipt."

2.9 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete Paragraphs 5.1.1 and 5.1.2

2.10 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Add to Paragraph 5.2.2 as follows:

"Such application for payment shall provide for ten percent (10%) holdback on progress payments in accordance with the *Builders' Lien Act*."

Paragraph 5.2.7 Delete the words:

"Products delivered to the Place of the Work", and insert the following sentence to the end of the paragraph: "Payment will not be made for Products delivered to the Place of the Work but not yet incorporated into the Work."

Add new Paragraph 5.2.8:

"Accompanying each application for payment, excepting the first, the Contractor shall submit a Statutory Declaration. The Consultant's issuance of a Certificate for Payment shall be conditional upon the Contractor's submission of the Statutory Declaration. The Statutory Declaration shall include the following information:

- The names of the contracting parties.
- The name of the Project.
- A declaration attesting that all accounts affiliated with the Contract have been paid.
- A declaration attesting that all assessments and deductions required by all applicable acts have been deducted and/or paid.
- The date of the declaration."

Add new Paragraph 5.2.9:

"Upon establishing that the Work, or a portion of the Work, has been Completed (as per the governing Builder's Lien Legislation), the Contractor's applications for payment for those portions of the Work deemed Complete, shall reflect the balance of the Contract price less:

the aggregate amount, if any, determined in accordance with GC 5.4.2 multiplied by two, and

the amount, if any, determined in accordance with GC 5.8 - Withholding of Payment. Until all of the deficient and incomplete work for which amounts are withheld pursuant to subparagraphs .1 and .2 of this Paragraph 5.2.9 are rectified and completed to the satisfaction of the Consultant, the Owner may withhold the full amounts set out in Subparagraphs .1 and .2 of this Paragraph 5.2.9 respectively."

Add new Paragraph 5.2.10:

"The Contractor shall complete the deficient and incomplete work in a timely manner, and at the discretion and convenience of the Owner. Acceptance of the Work or occupancy of the Project or any portion thereof shall not relieve the Contractor from the obligation of correcting deficiencies which are not identified at the time of establishing the list of deficient and incomplete items of work"

Add new paragraph 5.2.11:

"Unless all independent material testing results of products supplied to the site have been received, the maximum percent of work completed that can be claimed by the Contractor and certified by the Consultant for any item of work is 90%."

2.11 GC 5.3 PROGRESS PAYMENTS

Paragraph 5.3.1, Sentence .1: Delete Sentence

Paragraph 5.3.1, Sentence .2: Add the following sentences on to the end of the paragraph:

"Certificates for Payment may provide for retention of amounts as determined by the Consultant to ensure correction of deficient work done or unacceptable product provided, and may also provide for retainers in addition to the statutory holdback provided for in the Contract sufficient to protect the Owner against all liens of which he has notice. Each application for payment, except the first, shall be accompanied by a Statutory Declaration and such other supporting data and documentation as the Consultant may require indicating that all indebtedness incurred by the Contractor in the performance of the Work for the previous month has been fully paid."

Paragraph 5.3.1, Sentence .3: Delete in it's entirety and replace with the following:

"The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement no later than 30 calendar days after the date of a certificate of payment issued by the Consultant".

2.12 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Paragraph 5.4.2: Delete the words:

"and shall promptly, and in any event"

and replace with the following words:

"in accordance with the applicable Lien legislation, or in the absence of such legislation,"

Add Paragraph 5.4.4:

"At the time of Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for the defective or incomplete work (the "Deficiency Holdback"). The Consultant shall establish the amount of the Deficiency Holdback as twice the estimated cost to rectify defective work and finish incompleted work using the services of another contractor or the Owner's own forces. If the defective or incomplete work is not corrected or completed within a reasonable time as determined by the Consultant, then all or a portion of the Deficiency Holdback, as assessed by the Consultant, will be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the work."

2.13 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Paragraph 5.6.1: Delete entirely and substitute the following:

"No holdback on subcontracts shall be released prior to the expiration of the statutory limitation period of the contract stipulated in the lien legislation applicable to the Place of the Work."

2.14 GC 5.7 FINAL PAYMENT

Paragraph 5.7.2: Add the following sentence:

"The Consultant will not consider the application valid until materials installed are tested and conform to the requirements specified."

Paragraph 5.7.4: Delete the words:

"Five (5) days" and replace with the words "thirty (30) calendar days".

2.15 GC 6.2 CHANGE ORDERS

Paragraph 6.2.1: Add to the end of the paragraph:

"The adjustment for the Contract Price shall not exceed the actual cost of the Contractor's work for the change in the Work, plus an allowance for overhead and profit as follows:

- .1 For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;
- .2 For Contractor, for overhead and profit, 5% of the amount for Subcontractor's work, being the actual cost of the Subcontractor's work plus the amount determined as set out in .3 below;
- .3 For Subcontractor, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

If a change in the *Work* results in a net decrease in the *Contract Price*, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*."

Add new Paragraph 6.2.3:

"6.2.3 If requested by the Consultant, the Contractor shall obtain written confirmation from their Surety Company the extent of changes that necessitate notification to the Surety Company of said changes so as to not jeopardize bonding of the Work. The Contractor shall be responsible for notifying the Surety, on this basis, of any approved

changes, providing copies of notifications to the Consultant. The work outlined in a Change Order will not be considered complete until copies of the written notifications are received by the Consultant.

2.16 GC6.3 CHANGE DIRECTIVE

6.3.6.3 Delete and replace with the following:

"Unless otherwise agreed between the Owner and the Contractor, the allowance for overhead and profit shall be calculated as follows:

- .1 For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;
- .2 For Contractor, for overhead and profit, 5% of the amount for Subcontractor's work, being the actual cost of the Subcontractor's work plus the amount determined as set out in .3 below;
- .3 For Subcontractor, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

2.17 GC 6.5 DELAYS

Paragraph 6.5.3: Revise as follows:

- .1 In Sentence .4, replace "one" with "ones".
- .2 In Sentence .4, insert the phrase, "except lack of funds or breakdown of Construction Equipment," and, after the word "control".

Add new paragraph 6.5.6:

"During any delays in the performance of the Work as set out in GC6.5 DELAYS, the Contractor shall maintain adequate surveillance of the Work and undertake such maintenance and protection of the Work as may be reasonable to maintain safety and when possible to protect Products already installed in the Work or delivered to the Place of the Work."

2.18 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

Delete Paragraph 7.2.3.1 entirely.

Paragraph 7.2.4: Delete the words:

"Five (5)", and insert the words, "Ten (10)".

Paragraph 7.2.6: Add the following paragraph:

"7.2.6 This condition, GC 7.2, shall not apply to the withholding of certificates and/or payments because of the Contractor's failure to pay all just claims promptly nor because of the registration or notice of liens against the Owner's property, until such claims and liens are discharged."

2.19 GC 8.4 AMICABLE NEGOTIATIONS

Add Section 8.4:

"Both parties will make reasonable efforts to resolve any disputes by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses.

If the dispute cannot be settled within the first 60 calendar days of formal negotiations, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to their rules. Place of arbitration shall be Vancouver, British Columbia, Canada."

2.20 GC 9.6 COVID – 19 PANDEMIC RESPONSE MITIGATION

Add Section 9.6:

- 9.6.1 The Contractor and the Owner acknowledge the presence of the COVID-19 virus in Canada and other jurisdictions forming part of the supply chain for materials and labour required for the Project (the "COVID-19 Pandemic").
- 9.6.2 Known Impacts The consequences and impacts of the COVID-19 Pandemic existing as of the date of this Contract include, without restriction:
- 9.6.2.1 Orders, directives and recommendations of any government authority issued up to and including the date of this Contract, and respecting public health or other requirements related to response to and prevention of infection by the COVID-19 virus;
- 9.6.2.2 Impacts to availability of labour or materials required in order to carry out the Work, arising from the COVID-19 Pandemic;
- 9.6.2.3 The impacts of self-isolation/quarantine or regulated quarantine as ordered by the Province of British Columbia:

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(the "Known Impacts"), and are known to the Contractor and to the Owner, and have been accounted for by the Contractor within the construction schedule, as well as the Contract Price.

2.21 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

.1 Paragraph 10.2.2: Delete the words:

"building permit" from the first sentence.

.2 Paragraph 10.2.3: Insert the following words following the word "permit" in the first line:

"(including building permit, if required)"

2.22 GC 10.4 WORKERS' COMPENSATION

.1 Paragraph 10.4.3: Add new paragraph:

"10.4.3. The Contractor shall be deemed to be the Prime Contractor within the meaning of Part 3, Division 3, Section 118(1) of the Workers Compensation Act. The Contractor shall indemnify and hold harmless the Owner from and against all claims, demands, actions, suits or proceedings by any of the employees of the Contractor or Subcontractors with respect to worker's compensation insurance. This indemnity shall survive the completion of the Work or the termination for any reason of the Contract."

2.23 GC 12.1 INDEMNIFICATION

- .1 Paragraph 12.1.1: Delete entirely and substitute the following:
 - "12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5:
 - .1 The Contractor and the Owner shall indemnify and hold harmless each other, and their respective agents and employees from and against all claims, demands, losses, costs or damages of third parties arising or alleged to arise directly, indirectly or incidentally by reason of the operations of the party from whom indemnification is sought in the carrying out of the contract. This indemnification shall survive the completion or termination for any reason of this Contract.
 - .2 The Contractor shall indemnify and hold harmless the Consultant and their respective agents and employees from and against all

claims, demands, losses, costs or damages of third parties arising or alleged to arise directly, indirectly or incidentally by reason of the operations of the Contractor, his Subcontractors and their respective agents or employees, in the carrying out of the contract. This indemnification shall survive the completion or termination for any reason of this Contract."

.2 Paragraph 12.1.2.2: Delete the value "\$2,000,000" and insert the value, "5,000,000".

2.24 GC 12.3 WARRANTY

.1 Paragraph 12.3.1: Delete entirely and replace with:

"Provide a written one year warranty on all workmanship and material, and proof of at least a one year Manufacturer's warranty on all equipment. All parts, freight, travel, room, board, labour, and consumable items shall be included in the contractor's warranty. Warranty shall start the day after the final handover of equipment from the contractor to the owner. A document detailing the start and end day of the warranty shall be provided by the contractor to the owner."

.2 Paragraph 12.3.3: Delete the words:

"through the Consultant".

.3 Paragraph 12.3.6: Delete entirely.

END OF SECTION