

REGIONAL DISTRICT OF NANAIMO

TENDER NO. 19-059



WHISKEY CREEK ACCESS ROAD

TENDER DOCUMENTS



McElhanney

File: 2231-12526-01
August 19, 2019

REGIONAL DISTRICT OF NANAIMO
WHISKEY CREEK ACCESS ROAD
TENDER DOCUMENTS

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1. INVITATION TO TENDERERS

Owner: Regional District of Nanaimo
Contract: Whiskey Creek Access Road
Reference No.: 19-059

The Owner invites tenders for:

Tree clearing and the construction of approximately 220m of gravel access road along the Carson Road ROW, near the RDN's Whiskey Creek Water Service Area.

There will be an on-site (non-mandatory) tenderers meeting on Wednesday, August 28, 2019, at 10:00 AM at the intersection of Carson Road and Ryan Road, Qualicum Beach, BC. All persons in attendance must bring their own personal protection equipment (i.e. steel toe footwear, high visibility vest, etc.).

The procurement is subject to Chapter 5 of the Canadian Free Trade Agreement. All Tenders must be in English.

Contract Documents are available during normal business hours at:

McElhanney Ltd.
Suite 1, 1351 Estevan Road
Nanaimo, BC V9S 3Y3

Electronic (PDF) copies of the tender documents are available at no charge. Please contact mpascual@mcelhanney.com for downloading instructions. Hard copies of the tender documents are available on payment of a non-refundable amount of \$110.00 including GST payable to: **McElhanney Ltd.**

Tenders are scheduled to close:

Tender Closing Time: 3:00 PM local time
Tender Closing Date: Thursday, September 5, 2019
Address: Regional District of Nanaimo
2nd Floor – Main Reception
Nanaimo, BC V9T 6N2

**** Please note that the tenders will not be opened in public.**

Name of Owner's Representative:

Ma Carmina Pascual, EIT, Project Engineer
Phone: 778-762-0652
Email: mpascual@mcelhanney.com

2. INSTRUCTIONS TO TENDERERS PART I

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(TO BE READ WITH “INSTRUCTIONS TO TENDERERS - PART II” CONTAINED IN THE EDITION OF THE PUBLICATION “MASTER MUNICIPAL CONSTRUCTION DOCUMENTS” PLATINUM EDITION, VOLUME II (2009))

Owner: Regional District of Nanaimo

Contract: Whiskey Creek Access Road

Reference No. 19-059

- 1.0 Introduction**
- 1.1 These Instructions apply to and govern the preparation of tenders for this Contract. The Contract is generally for the following work:
- Tree clearing and the construction of approximately 220m of gravel access road along the Carson Road ROW, near the RDN's Whiskey Creek Water Service Area.
- There will be an on-site (non-mandatory) tenderers meeting on Wednesday, August 28, 2019, at 10:00 AM at the intersection of Carson Road and Ryan Road, Qualicum Beach, BC.
- All persons in attendance must bring their own personal protection equipment (i.e. steel toe footwear, high visibility vest, etc.).
- 1.2 Direct all inquiries, regarding the Contract, to:
- Ma Carmina Pascual, EIT, Project Engineer**
- McElhanney Ltd.
Suite 1, 1351 Estevan Road
Nanaimo, BC V9S 3Y3
- Direct: 778-762-0652
Office: 250-716-3336
Email: mpascual@mcelhanney.com

2.0 Tender Documents

- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the Contract Documents listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The Contract Documents include the drawings listed in Schedule 2 to the Agreement, entitled “List of Contract Drawings”.
- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publications entitled as “Master Municipal Construction Documents Platinum Edition Volume II (2009) - General Conditions, Specifications and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

**3.0 Submission
of Tenders**

- 3.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above Contract Title and Reference No., and must be received by the office of:

Regional District of Nanaimo
2nd Floor – Main Reception
Nanaimo, BC V9T 6N2
Phone: 250-390-4111

On or Before:

Tender Closing Time: 3:00 PM local time

Tender Closing Date: Thursday, September 5, 2019

- 3.2 Late tenders will not be accepted or considered and will be returned unopened. The time of the tender closing shall be established by the time shown on the clock used by the RDN for that purpose.

3.3 Tender Submission

- a) Tenders **must** be submitted on the tender forms included in these tender documents. The addition to or changing of any words in these tender forms by the Tenderer or the failure to comply with and complete all items may be cause for rejection without consideration of the tender submission.
- b) The tender submission **must** include acknowledgement of receipt of all issued addenda.
- c) The tender submission **must** include the specified financial security, in the form of a Bid Security as required in Section 5.2 of the Instructions to Tenderers Part II.
- d) The Form of Tender **must** bear the signature of a legal signing authority of the Tenderer.
- e) Other than the acknowledgement of receipt of addenda, or request for withdrawal or revision, documents submitted as part of a tender **will not be considered** if received by any of the Owner's facsimile machines or by email.

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderers shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, including any costs incurred by the Tenderer after the Tender Closing. By submitting a bid, each Tenderer shall be deemed to have agreed that it has no claim.

**4.0 Additional
Instruction to
Tenderers**

4.1 Tender:

Any changes to the Tender Documentation will be issued by means of written addenda and form part of the Tender and will be posted to the BC Bid website. It is the tenderer's responsibility to ensure they have received copies of the addenda.

Tender questions will be received until 1:00 PM, Friday, *August 30, 2019*.

4.2 Site Examination:

The tenderer shall visit the project site and surrounding properties before submitting a bid. It is the responsibility of the tenderer to be familiar with the site to determine the existing conditions, layouts and limitations and to ask any questions. In submitting a tender, the contractor confirms they have viewed the site and the tender includes any equipment, materials and labour necessary for this project. The tenderer will rely upon his/her judgement in submitting a tender and include a sum sufficient to cover all items required for the contract.

4.3 Tender Briefing:

4.3.1 A tender briefing (non-mandatory) has been scheduled for 10:00 AM, Wednesday, August 28, 2019 at the intersection of Carson Road and Ryan Road, Qualicum Beach, BC.

4.3.2 Representatives of the owner will be in attendance.

4.3.3 Information relevant to the Tender Documents will be recorded in an Addendum and circulate to all known Tenderers.

4.4 Milestone Date:

Any and all work must be completed within 30 days of receipt of the Notice to Proceed.

4.5 Construction Layout

The Contractor will be responsible for all construction layout of the work required to execute the contract and construct the works in accordance with the design, standard specifications, and other listed specifications forming part of the contract.

4.6 Environmental Protection:

All erosion and sediment management plans and protection shall be in place before any disturbance of soils or excavation.

4.7 Permits

4.6.1 A construction permit from the Ministry of Transportation and Infrastructure has been received. A copy of this permit is included in the tender documents. The contractor is required to adhere to the conditions therein.

4.6.2 A FLNRO (License to Cut) permit has been granted. A copy of this permit is included in the tender documents. The contractor is required to adhere to the conditions therein.

4.6.3 Refer to Section 9 Supplementary Information for the permits. Any other applicable terms and conditions must be followed, and all other permits shall be obtained by the contractor.

4.8 Material Testing

The Regional District of Nanaimo has retained McElhanney Ltd. to provide materials testing during the work to test all materials deemed necessary and determine whether they are in accordance with the contract specifications.

The Contractor shall coordinate his work with the consultant to ensure that the testing is done efficiently and that no delays are caused. The Contractor is also required to perform all other testing procedures required as outlined in the MMCD specifications.

4.9 The submission of the tender constitutes the agreement of the Tenderer to be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.

4.10 The Tenderer's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.

4.11 The Tenderer may not make any representations or solicitations to any director, officer or employee of the Corporation with respect to the Tender either before or after submission of the Tender except as provided herein.

- 4.12 All submissions become the property of the RDN and will be held in strict confidence. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. Vendor names and prices may be made public in public reports to the Board. The successful vendor and the value of the award is routinely released information.

3. FORM OF TENDER

Owner: Regional District of Nanaimo

Contract: Whiskey Creek Access Road

Reference No.: 19-059

WE, THE UNDERSIGNED: 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents Platinum Edition Volume II (2009) – General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

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

1.3 have complied with the Instructions to Tenderers; and

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

2.2 to achieve Substantial Performance of the Work on or before

_____ ; and

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

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

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

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

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

4.2 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.

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

5.1.1 within 15 Days of receipt of the written Notice of Award deliver to the Owner:

.1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;

.2 a Baseline Construction Schedule, as provided by GC 4.6.1;

.3 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and

.4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

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

5.1.3 sign the Contract Documents as required by GC 2.1.2.

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

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

6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed,

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

6.1.3 the face value of the Bid Security; and

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

**OUR ADDRESS
IS AS
FOLLOWS:**

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this

_____ day of _____, 20 _____

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

Form of Tender - Appendix 1

Whiskey Creek Access Road

SCHEDULE OF QUANTITIES AND PRICES

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

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

Summary Sheet

Section 1: General Conditions \$ _____

Section 2: Road Works \$ _____

Section 3: Storm Sewer \$ _____

TOTAL TENDER PRICE \$ _____

Tender's Initials: _____

Regional District of Nanaimo - Whiskey Creek Access Road						
ITEM NO.	MMCD REF.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.0	GENERAL CONDITIONS					
1.1	Refer to Supplementary Specifications	Mobilization and Demobilization	Lump Sum	1.00		
1.2	Refer to Supplementary Specifications	Site Maintenance and Sediment Management	Lump Sum	1.00		
		GENERAL CONDITIONS SUBTOTAL				
2.0	ROAD WORKS					
		SITE PREPARATION:				
2.1	31 11 01 1.4.1 / .2	Clearing and grubbing - Private Land	Square Meter	2550.00		
2.2	31 11 01 1.4.1 / .2	Clearing and grubbing - MOTI ROW	Square Meter	2000.00		
2.3	31 22 01 1.4.4	Stripping unsuitable material, off-site disposal (300mm thickness)	Square Meter	980.00		
2.4	31 24 13 1.8.5.1	Common excavation, off-site disposal	Cubic Meter	730.00		
2.5	31 24 13 1.8.9	Subgrade preparation	Square Meter	950.00		
2.6	31 24 13 1.8.7	Import Road Embankment Fill	Cubic metre	280.00		
		GRANULAR BASE:				
2.7	32 11 23 1.4.2 / .3	Granular base - 100 mm thickness	Square Meter	950.00		
		GRANULAR SUB-BASE:				
2.8	33 11 16.1 1.4.3 / .4	Granular sub-base - 250 mm thickness	Square Meter	950.00		
2.9	33 11 16.1 1.4.3 / .4	Granular sub-base - 300 mm thickness (Lay Down Area)	Square Meter	2000.00		
		ROAD WORKS SUBTOTAL				
3.0	STORM SEWER					
3.1	33 42 13 1.5.2	Pipe - 600mm diam. CSP culvert extension	Lineal Meter	14.00		
3.2	Refer to Supplementary Specifications	Ditching	Lineal Meter	250.00		
		STORM SEWER SUBTOTAL				

Tender's Initials: _____

FORM OF TENDER

APPENDIX 2 – CONSTRUCTION SCHEDULE

Whiskey Creek Access Road

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

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

MILESTONE DATES: _____

ACTIVITY	CONSTRUCTION SCHEDULE									

Tender's Initials: _____

FORM OF TENDER

APPENDIX 3 – EXPERIENCE OF SUPERINTENDENT

Whiskey Creek Access Road

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

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tender's Initials: _____

FORM OF TENDER

APPENDIX 4 – COMPARABLE WORK EXPERIENCE

Whiskey Creek Access Road

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

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

Tender's Initials: _____

FORM OF TENDER

APPENDIX 5 – SUBCONTRACTORS

Whiskey Creek Access Road

(See paragraph 5.3.5 of the Instructions to Tenderers – Part II.)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tender's Initials: _____

4. FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 20 ____

Contract: Whiskey Creek Access Road

Reference No.: 19-059

BETWEEN:

The *Regional District of Nanaimo*

(the "Owner")

AND

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

Article 1
The Work Start
/ Completion
Dates

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

**Article 2
Contract
Documents**

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

**Article 3
Contract Price**

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

**Article 4
Payment**

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents*, then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

**Article 5
Rights and
Remedies**

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**Article 6
Notices**

5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the *Owner*, Contract Administrator or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

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

The Owner:

Regional District of Nanaimo

2nd floor – Main Reception

Nanaimo, BC V9T 6N2

Phone: 250-390-6751

Attention: Gerald St. Pierre, P.Eng., PMP

The Contractor:

Phone:

Attention:

The Contract Administrator:

McElhanney Ltd.

1-1351 Estevan Road

Nanaimo, BC V9S 3Y3

Phone: 250-716-3336

Attention: Ma Carmina Pascual, EIT

6.2 A communication or notice that is addressed as above shall be considered to have been received:

6.2.1 immediately upon delivery, if delivered by hand; or

6.2.2 immediately upon transmission if sent by email or fax and received in hard copy; or

6.2.3 after 5 Days from date of posting if sent by registered mail.

**Article 7
General**

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

Regional District of Nanaimo

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of Contract Documents

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

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

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions;
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications;
- 8.5 Specifications*;
- 8.6 Bylaw No. 500 Schedule “4C”;
- 8.7 Supplementary Standard Detail Drawings;
- 8.8 Standard Detail Drawings^{Δ*};
- 8.9 Executed Form of Tender, including all Appendices;
- 8.10 *Contract Drawings* listed in Schedule 2 to the Agreement – “List of *Contract Drawings*”;
- 8.11 Instructions to Tenderers - Part I;
- 8.12 Instructions to Tenderers - Part II*;
- 8.13 The following Addenda:

Schedule 2

List of Contract Drawings

<u>Drawing No.</u>	<u>Title</u>	<u>Date</u>	<u>Rev.</u>
2231-12526-01-001	Title Sheet – Location Plan, Drawing Schedule & General Notes	Aug. 19, 2019	PC
2231-12526-01-101	Clearing and Grubbing	Aug. 19, 2019	PC
2231-12526-01-102	Road Plan & Profile	Aug. 19, 2019	PC
2231-12526-01-103	Sections	Aug. 19, 2019	PC

8. SUPPLEMENTARY SPECIFICATIONS

SUPPLEMENTARY SPECIFICATIONS

REGIONAL DISTRICT OF NANAIMO WHISKEY CREEK ACCESS ROAD

8.1 Measurement & Payment

Appendix 1 Item No. 1.1 Mobilization and Demobilization

Sediment Management shall include all labour and materials required to keep a clean and tidy site and effectively manage sediment transfer to the satisfaction of approving authorities, the Owner, and the Contract Administrator.

- .1 This lump price item shall include mobilization and demobilization of labour equipment, safety equipment, all temporary facilities, and preparation of all submittals, the cost of bonding, insurance permits, licenses and security, and anything else necessary for the Work
- .2 Payment for mobilization and demobilization will be made at the lump sum price shown in the Schedule of Quantities and Prices. Payment of mobilization and demobilization shall be on the following basis:
 - .1 Fifty percent (50%) of the lump price after full mobilization of Contractor's Plant and personnel on the Work Site and acceptance of the required preconstruction submittals.
 - .2 The remaining fifty percent (50%) will be paid upon completion of the Work and removal of equipment and cleanup of the work areas to the satisfaction of the Engineer and submission of appropriately marked up drawings and as-constructed information.
 - .3 The lump sum cost for mobilization and demobilization should not exceed five percent (5%) of the contract amount excluding GST.

Appendix 1 Item No. 1.2 Site Maintenance and Sediment Management

Sediment Management shall include all labour and materials required to keep a clean and tidy site and effectively manage sediment transfer to the satisfaction of approving authorities, the Owner, and the Contract Administrator.

Prior to, during, and after construction, the Contractor shall take full responsibility for Site Maintenance, cleanup, and for controlling erosion and sediment transfer by utilizing such measures as constructed interceptor ditches, silt fences, hay bale structures, sediment control ponds, sediment traps, staged gravel filters or other methods they may deem necessary to prevent discharge of sediment into water courses. All works to conform to MMCD Section 01 57 01 as well as MOTI Permit No. 2018-06573. The Contractor shall prepare a Sediment Management Plan encompassing all phases of works and submit it to the Owner and Contract Administrator a minimum of one (1) week prior to the preconstruction meeting for review. After the review, this plan must be updated as required for acceptance by the Owner and Contract Administrator.

Site Maintenance and Sediment Management shall be a lump sum item. The lump sum price shall be compensation in full for site maintenance and sediment management. Payment shall be made as follows: 50% of the tendered price to be paid upon set-up and 50% upon Substantial Completion. All sediment management works are to be removed upon completion of the project.

Appendix 1 Item No. 2.1 Clearing and grubbing – Private Land

Add to paragraphs: MMCD Section 31 11 01 1.4.1 / .2

“This pay item shall include all labour, equipment, and materials to cut, fall, remove and dispose of all branches, stumps, timbers and vegetation remains within the clearing boundary on private land. Any and all merchantable timber must be processed, and the revenue received from the merchantable timber reported to the RDN.”

Appendix 1 Item No. 2.2 Clearing and grubbing – MOTI ROW

Add to paragraphs: MMCD Section 31 11 01 1.4.1 / .2

“Any work done within the clearing boundary on the MOTI Right-of-Way (ROW) must adhere to the FLNRO Permit No. L51395 (Occupant License to Cut and Remove Timber). Any and all merchantable timber must be processed as per the permit and shall be decked and stored on site for proper identification and scaling by the District Scaling Supervisor. No timber on Crown Land will become property of the contractor unless upon agreement with the Owner. All non-merchantable timber shall be removed and disposed-off as per Item 2.1.”

Appendix 1 Item No. 3.2 Ditching

Ditching shall include all labour and materials required to prepare the subgrade, grade and shape drainage ditches and adjacent areas as shown in the Contract Drawings. All affected areas are to be restored to existing condition or better.

Measurement for this unit shall be per lineal metre as measured on the finished surface of the bottom of the ditch from culvert end to culvert end by the Contract Administrator. The price shall be compensation in full for ditching. Payment for this item shall be made per lineal metre at the unit price tendered.

8.2 Special Provisions

8.2.1 Bird Nesting Season or Window

Construction of the proposed works will require the removal of trees. All tree cutting activities shall occur outside the bird nesting season or window (which typically runs from February 1st to August 30th) as per Ministry of the Environment or applicable RDN law. It is the contractor's responsibility to follow all applicable guidelines when removing trees.

9. SUPPLEMENTAL INFORMATION



PERMIT TO CONSTRUCT, USE, AND MAINTAIN ACCESS TO 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 Floor
2100 Labieux Road
Nanaimo, BC V9T 6E9
Canada

("The Minister")

AND:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC 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 roadwork activities within the unconstructed road right of way south of Carson Road, for approximately 600m south from the intersection with Ryan Road, to access Lot 3, DL 74, Cameron District, Plan VIP2002 except part in Plan VIP60729 for exploratory groundwater well drilling, as shown in Schedule A, as submitted by the Regional District of Nanaimo on November 28, 2018.

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. The Minister shall designate an official ("the Designated Ministry Official") who shall act as the Minister's agent in the administration of this permit in the manner hereinafter set out.
2. The Use shall be carried out according to the reasonable satisfaction of the Designated Ministry Official.
3. 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.
4. The Permittee shall make diligent attempts to determine if there are other users of the right of way in the vicinity of the Permittee's location whose use may be affected. It shall be the responsibility of the Permittee to contact any such users before exercising any of the rights granted hereunder and to attempt to reach an accommodation.
5. The Minister shall take reasonable care to do as little damage or interference, as possible, to any Use authorized by this permit



in the carrying out of the construction, extension, alteration improvement, repair, maintenance or operation of any work adjacent thereto, but the Minister shall not be responsible for any damage regardless.

6. The Minister at the absolute discretion of the Minister may, at any time, cancel this permit for any reason upon giving reasonable notice; provided, however, that in the case of default by the Permittee or in the case of an emergency no notice shall be necessary. The Minister shall not be liable for any loss incurred as a result of permit cancellation.
7. Placing of speed arresters on the access (or accesses) or in the Permittee's property without the prior consent in writing of the Designated Ministry Official shall render the permit void.
8. The Permittee shall be responsible for replacing any survey monuments that may be disturbed or destroyed by the Use. Replacement must be by a British Columbia land surveyor at the Permittee's expense.
9. The Permittee shall remove any mud, soil, debris, or other foreign material tracked onto the highway from the access authorized herein. Such removal shall be at the Permittee's expense and shall be done at any time the material unduly inconveniences traffic and, in any event, daily.
10. The Permittee acknowledges that the issuance of this permit by the Minister is not a representation by the Minister that this permit is the only authority needed to carry out the Use. The Permittee shall give deference to any prior permission given for use of the right of way in the vicinity of the permit area, shall obtain any other permission required by law, and shall comply with all applicable laws regardless of their legislative origin.
11. At the end of the term of this permit, or when the permit is cancelled or abandoned, the Permittee shall, if so requested by the Minister, remove all installations and shall leave the site as near as reasonably possible in the condition it was in before this permit was issued or such other condition as shall reasonably be required by the Designated Ministry Official. If the Permittee refuses to comply with these obligations, the Minister may perform them as required and the Permittee shall be liable to the Minister for the costs of doing so.
12. The rights granted to the Permittee in this permit are not assignable without the consent of the Minister.
13. 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.
14. The Permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in coordinating 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.
15. 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>
16. 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.
17. The Use shall be carried out in accordance with the BC Supplement to TAC Geometric Design Guide.
18. (a) The rights granted under this permit shall not be exercised before **January 17, 2019**.
(b) The Construction and Installations must be completed on or before **January 17, 2020**.
19. Maintenance of access is entirely the responsibility of the Permittee.
20. This permit in no way grants exclusive use to the Permittee for any portion of the access on right-of-way.
21. This permit in no way relieves the owner or occupier of the responsibility from adhering to all other legislation, including zoning, and other land use bylaws of a municipality or regional district.
22. The Permittee is responsible for determining property boundaries. Should any survey monuments be disturbed or removed by the Permittee or his agents, they are to be replaced by a BC Land Surveyor at the expense of the Permittee
23. All debris, slash and refuse created by these works to be cleaned up to the satisfaction of the District Official, Ministry of Transportation and Infrastructure.
24. The permission granted is temporary and shall expire on **January 17, 2020**.
25. The driveway shall be, at minimum, graveled to an extent satisfactory to the designated Ministry Official to prevent the tracking of mud and soil onto the maintained road surface.



26. Permittee to be responsible for the supply of all labour, equipment, materials in connection with these works.
27. Future road works may necessitate the alteration or relocation of the driveway within road right-of-way. Cost incurred to be the responsibility of the Permittee.
28. Whenever possible, the Permittee shall ensure that employees and contractors do not park within the highway right of way or load/unload equipment within the highway right of way. If the work affects the travelled portion of the highway right of way, a Traffic Control Plan is required as per below.

The Permittee is to ensure that the construction area is properly signed in accordance with the current MoTI Traffic Control Manual for Work on Roadways and certified traffic control persons provided during construction, where warranted.

Necessary lane or road closures shall require Ministry approval prior to public advertisement. All necessary traffic control shall be the responsibility of the Permittee.

Properly equipped trained and experienced traffic control person(s) are required to control traffic during periods of alternating traffic or at any time where equipment, work crews, or materials interfere with the traffic flow.
29. That where the said works are in the proximity of any bridge, culvert, ditch, sign, or other existing work, such work shall be properly maintained and supported in such manner as not to interfere with its proper function, and on the completion of the said works any bridge, culvert, ditch, sign or other existing work interfered with shall be completely restored to its original condition.
30. Permittee to be responsible for all future drainage problems as they pertain to said works.
31. Driveway location, design, and construction information can be found at:
http://www.th.gov.bc.ca/Development_Approvals/driveways.htm. Should you require additional information, please contact the District Official.
32. The Permittee cannot restrict public access along any portion of the Right-of-Way.
33. The Permittee shall make diligent attempts to determine if there are other users of the right of way in the vicinity of the Permittee's location whose use may be affected. It shall be the responsibility of the Permittee to contact any such users before exercising any of the rights granted hereunder and to attempt to reach an accommodation.
34. The Permittee will ensure that the works do not, impair, impede or otherwise interfere with; I. public passage on the Highways; II. the provision of highway maintenance services by the Province, or by its servants, contractors, agents or authorized representatives of the Province in connection with the Highways; or III. the operation of the Highways;
35. It is the Permittee's responsibility to obtain permission from the Ministry of Environment, pursuant to Section 11 of the Water Sustainability Act for works in and around any natural watercourse, as and if required.
36. The access shall be constructed with a minimum 500mm culvert pipe manufactured to CSA or ASTM standards and laid at ditch invert elevation. Maintenance and periodic cleaning of this culvert is the responsibility of the Permittee. Permittee shall comply with Section 1040 of the BC Supplement to TAC Geometric Design Guide.
37. It is the Permittee's responsibility to obtain permission from the Ministry of Forests, Lands, and Natural Resource Operations, pursuant to the Forest Act to harvest merchantable Crown timber within highway right of way prior to the commencement of the permitted work, as and if required.
38. The Ministry of Transportation and Infrastructure may upon giving notice, require removal of the road works from the right of way for any reason and solely at the Permittee's expense.
39. The Ministry of Transportation and Infrastructure reserves the right to cancel this permit approval should conditions not be complied with and should the driveway become a safety hazard to the travelling public.
40. The finished grade of the access at the ditch-line shall be 15 cm below the highway shoulder elevation.
41. The Permittee shall be responsible for all and any liabilities that may occur during construction.
42. The Permittee shall sufficiently excavate the profile of the ditch along the road below and above the access point for proper installation of the access and culverts as required by the pertinent conditions of this permit.
43. The applicant shall at all times, accept full responsibility for any accident that may occur or damage that may be done to any person or property, whatsoever, caused directly or indirectly by the said works and shall save harmless and keep indemnified the Crown from all claims and demands whatsoever in respect of the works.
44. This permit in no way relieves the Permittee of the responsibility from adhering to all other legislation, including zoning, and other land use bylaws



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

Permit/File Number: 2018-06573
Office: Vancouver Island District

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 17 day of January, 2019

On Behalf of the Minister



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

**OCCUPANT LICENCE
TO CUT
CUT AND REMOVE
TIMBER
L51395**

THIS LICENCE, dated **June 19, 2019**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER,**
MINISTRY OF FORESTS, LANDS,
NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT
SOUTH ISLAND NATURAL RESOURCE DISTRICT
4885 CHERRY CREEK ROAD
PORT ALBERNI, BRITISH COLUMBIA
V9Y 8E9
Phone: 250-731-3000 Fax: 250-731-3010
Email address: fta.dsi@gov.bc.ca
(the "Licensor")

AND:

REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY ROAD
NANAIMO, BRITISH COLUMBIA
V9T 6N2
Phone: 250-390-4111
Email address: gstpierre@rdn.bc.ca
(the "Licensee")

WHEREAS:

- A. The Licensee has the right of occupation as the lawful **occupier** of certain areas of land pursuant to the *Transportation Act*, Permit to Construct, Use, and Maintain Access to a Provincial Public Highway, Permit Number: 2018-06573 under which occupier has occupancy.
- B. The Licensee and Licensor are entering into this Licence under section 47.4 of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

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THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **June 19, 2019**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) **January 17, 2020**; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark for timber removed under this Licence is:

**L51
395**

- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.

- 4.02 The Licensee must ensure that:
- (a) all timber removed from the harvest area is scaled; and
 - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

5.00 TIMBER VOLUME CHARGED TO THE LICENCE

- 5.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:
- (a) all species and grades.

6.00 WASTE ASSESMENT

- 6.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").
- 6.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 6.01, a monetary assessment for all waste.
- 6.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.
- 6.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 6.01:
- (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
 - (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

7.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

- 7.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:
- (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

- (b) grants an injunction further to a determination referred to in subparagraph 7.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;

the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.

7.02 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 7.01.

7.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 7.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

8.00 FINANCIAL

8.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
- (b) any payment required as a result of a waste assessment under part 6.00 of this Licence.

9.00 LIABILITY AND INDEMNITY

- 9.01 Subject to paragraph 9.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 9.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 9.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Government , in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.
- 9.03 Any payments required under parts 6.00 or 8.00, and payments required further to the indemnity referred to in paragraph 9.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.
- 9.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

10.00 TERMINATION

- 10.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.

- 10.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

11.00 WAIVER

- 11.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

12.00 NOTICE

- 12.01 A notice given under this Licence must be in writing.

- 12.02 A notice given under this Licence may be:

- (a) delivered by hand;
- (b) sent by mail;
- (c) sent by facsimile transmission; or
- (d) electronic mail (“commonly referred as Email”);

to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address, email address or facsimile number as is specified in a notice given in accordance with this part.

- 12.03 If a notice is given under this Licence, it is deemed to have been given:

- (a) if it is given in accordance with subparagraph 12.02 (a) on the date it is delivered by hand;
- (b) if it is given in accordance with subparagraph 12.02 (b), subject to paragraph 12.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
- (c) if it is given in accordance with subparagraph 12.02 (c), subject to paragraph 12.05, on the date it is sent by email;
- (d) if it is given in accordance with subparagraph 12.02 (d), subject to paragraph 12.05, on the date it is sent by facsimile or email transmission.

- 12.04 If, between the time a notice is mailed in accordance with subparagraph 12.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 12.05 If a notice is sent by email or facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 12.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address, email address or facsimile number of the party giving such notice and, from and after the giving of such notice, the address, email address or facsimile number specified will, for purposes of this Licence, be considered to be the address, email address or facsimile number of the party giving such notice.

13.00 MISCELLANEOUS

- 13.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 13.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 13.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 13.04 Any Schedules, Exhibit "A" map or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.
- 13.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 13.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.
- 13.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.

- 13.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 14.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 13.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.
- 13.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.
- 13.11 The licensee, excluding those holding the licence in their individual capacity or as a First Nation recorded in Indigenous and Northern Affairs Canada Registration System, must be registered to do business under the *Business Corporations Act*, and the licensee maintain such registration in good standing throughout the term of the licence.
- 13.12 This document contains the entire agreement and no additional terms are to be implied.

14.00 INTERPRETATION AND DEFINITIONS

- 14.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:
- 1.00 part;
 - 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;
- and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.
- 14.02 In this Licence, unless the context otherwise requires,
“forestry legislation” means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,

“Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,

“right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)

_____)
Signature)

_____)
Print Witness Name)

Rhonda Morris, RPF, District Manager
South Island Forest District

Dated

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

_____)
Signature)

_____)
Print Name Witness)

c/s

Dated

(or)

SIGNED by the Licensee)
in the presence of:)

_____)
Signature)

_____)
Print Name Witness)

Regional District of Nanaimo, Licensee

Printed Name and Title

Dated

SCHEDULE “A”

OTHER CONDITIONS AND REQUIREMENTS

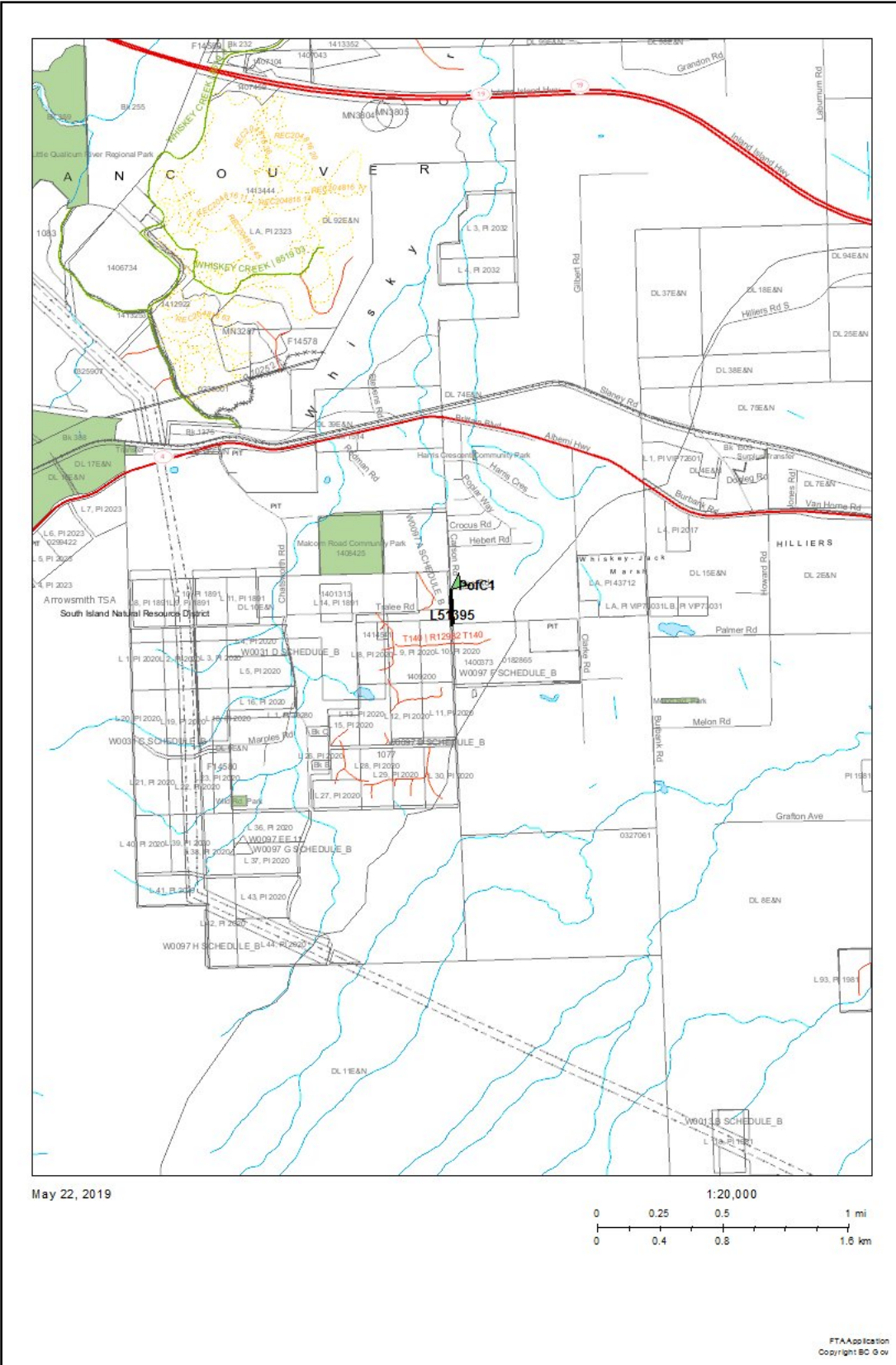
- 1.01 Unless the Licensor specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) advise the Licensor in writing and in a form acceptable to the Licensor, of the date that the Licensee’s activities will commence at least five days before commencement;
 - (b) notify the Licensor in writing in a form acceptable to the Licensor, when all obligations under this Licence are complete;
 - (c) the rights granted under this licence are subject to other rights of use and occupation and the licensee must not interfere with exercise of those rights;
 - (d) the Licensee shall, concurrently with any harvesting operations, leave all areas in an orderly and sanitary condition;
 - (e) fire hazard abatement measures must be completed;
 - (f) if a previously unidentified cultural heritage resource feature is encountered during your activities, operations will cease to the extent necessary to protect the feature, until an evaluation of the feature can be carried out;
 - (g) all trees to be removed must be within right-of-way, all adjacent land parcels boundaries to be located and confirmed in advance of any tree removal. No trespass is to be made into adjacent land parcels;
 - (h) the Licensee shall request from District Scaling Supervisor to calculate volume of timber. The Licensee will, within one week of cutting timber:
 - measure the log length in meters, down to the tenth of a meter. If the measurement falls exactly between two measures, it will round to the nearest even;
 - measure the top diameter in centimeters inside the bark down to 10 cm;
 - measure the butt diameter inside the bark;
 - record the species (if known) (FI-fir, BA-balsam, CE-cedar, CY-cypress, MA-maple, AL-alder, SP-spruce, WH-white pine, LO-lodgepole pine);
 - take a photo of the logs and number them; and
 - Contact Lynne Wheeler, District Scaling Supervisor to discuss and/or submit information by email dsiscaling@gov.bc.com or phone 250-731-3044.

SCHEDULE "B"
RESERVE TIMBER
















- 1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if: None

MAP OF : L51395 (shown in bold black)

FOREST REGION : RWC FOREST DISTRICT : DSI	TSA : 38 LAND DISTRICT : CAMERON DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 38
ESF SUBMISSION ID : 1875687 BCGS MAPSHEET NO : 92F.038	SCALE : 1:20000 at ANSI A Size Area (Ha): 0.178	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : May 22, 2019



Legend

-  Tenure Application
-  Tenure Road Application
-  Retired Tenure Road
-  P of C
-  P of T
-  Crown Tenures
-  Survey Parcels
-  Freeway
-  Arterial/Collector Road
-  Local Road
-  Forest Service Road
-  Road Permit Road
-  SUP Road
-  Right of Way
-  Non Status Road
-  Recreation Trails
-  Transmission Lines
-  Pipelines
-  Railway Tracks
-  Lakes/Rivers/Streams
-  Ocean
-  Prov. Parks & Eco. Reserves

L51395 (0.178 Ha)
PofC1 UTM10 390232, 5462181