



## **REQUEST FOR TENDER No. 21-041**

### **Dunsmuir Community Park Construction – Phase 2**

**ISSUED: June 24, 2021**

#### **CLOSING DATE AND TIME:**

Tenders are requested to be received on or before:  
**3:00 PM (15:00 hrs) Pacific Time on July 29, 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](mailto:jvanderklok@rdn.bc.ca)

Deadline for questions is 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.



## **Introduction**

The Regional District of Nanaimo (RDN) is seeking tenders from qualified and experienced contractors to perform the work required to complete improvements to Dunsmuir Community Park, located at 326 Horne Lake Road, for a stipulated price in accordance with the contract documents.

Any contract award is subject to obtaining final grant funding approval.

## **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 created by Koers Engineering. 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 concrete curbing and flatwork, boulder seat wall, 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.
- 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 drawings upon completion.

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

### **RDN Landscape Drawings**

Drawing Number	Drawing Title	Date
L-1	COVER	April 30, 2021
L-2	EXISTING CONDITIONS	April 30, 2021
L-3	SITE PLAN	April 30, 2021
L-4	LAYOUT	April 30, 2021
L-5	PLANTING	April 30, 2021
LD-1	DETAILS	April 30, 2021
LD-2	DETAILS	April 30, 2021
LD-3	DETAILS	April 30, 2021



### Koers Engineering Drawings

Drawing Number	Drawing Title	Date
1869-04	LOCATION PLAN, SITE PLAN, DRAWING LIST, LEGEND AND GENERAL NOTES	April 30, 2021
1869-05	MISCELLANEOUS DETAILS	April 30, 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 Regional District of Nanaimo will be responsible for a Building Permit for the shade structure (a provisional item), should the Regional District decide to proceed with it.

The successful contractor will be responsible for making their own provisions for power and sanitary facilities. Water is available onsite.

This project can be started any time after the Regional District issues a Notice to Proceed to the successful Contractor. The latest Construction must begin is September 30, 2021 with substantial completion obtained on or around November 30, 2021.



## **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 July 29, 2021

Submission Method:

By Email: In PDF format with "21-041 Dunsmuir Park Construction" as the subject line at this electronic address:

[jvanderklok@rdn.bc.ca](mailto: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](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://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**

**A Bid Bond is not required.** 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 licences 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 in order 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**"), 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.



**Tender No. 21-041**  
**Dunsmuir Park Construction – Phase 2**  
**TENDER FORM**  
**Page 1 of 3**

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

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

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

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

To: Regional District of Nanaimo  
 Via email to [jvanderklok@rdn.bc.ca](mailto:jvanderklok@rdn.bc.ca)

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 Grading	
A3	Drainage Improvements	
Subtotal:		

**B - Hardscaping**

Item No.	Description	Lump Sum Price
B1	Concrete Pads	
B2	Concrete Curbs	
B3	Concrete Ramps	
B4	Boulder Seat Wall	
B5	Rock Garden Area (excluding plants)	
Subtotal:		



**C – Site Furniture**

Item No.	Description	Lump Sum Price
C1	Park Bench	
C2	Pipeline Picnic Tables	
Subtotal:		

**D - Playground**

Item No.	Description	Lump Sum Price
D1	Installation of All Playground Equipment <i>(RDN to supply)</i>	
D2	Engineered Wood Fibre Playground Surfacing	
Subtotal:		

**E - Softscape**

Item No.	Description	Lump Sum Price
E1	Deciduous Trees, Coniferous Trees, Shrubs, Perennials	
E2	Fine Grading and Topsoil	
E3	Hydroseed	
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 No.	Description	Lump Sum Price
G1	Concrete Walkways	
G2	Shade Structure and Boardwalk	
G3	Timber Edging	
G4	Split Rail Fence	
G5	Drip Irrigation (Trees only)	

**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 November 30, 2021.

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

Signature: \_\_\_\_\_  
(Authorized Officer)

Printed: \_\_\_\_\_  
(Authorized Officer)



# Dunsmuir Community Park Phase 2

426 Horne Lake Rd, Qualicum Bay B.C.

## SITE PLAN OVERVIEW

SCALE: 1:250



### LIST OF DRAWINGS

SHEET NUMBER	SHEET TITLE
L-1	COVER
L-2	EXISTING CONDITIONS
L-3	SITE PLAN
L-4	LAYOUT
L-5	PLANTING
LD-1	DETAILS
LD-2	DETAILS
LD-3	DETAILS

### GENERAL NOTES:

#### SITE SECURITY

1. THE PARK WILL BE CLOSED DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TEMPORARY FENCING TO SECURE THE SITE.

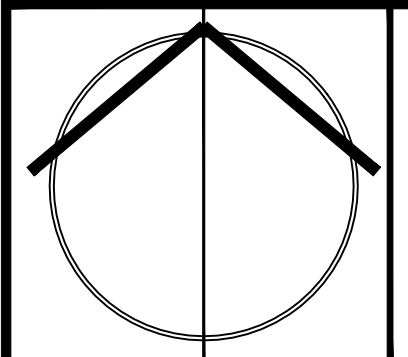
#### CONCRETE

2. ALL FORMWORK TO BE APPROVED BY RDN STAFF PRIOR TO CONCRETE POURING.
3. 28 DAY COMPRESSIVE STRENGTH FOR ALL CONCRETE CURBS, WALKWAYS, PADS, AND FOOTINGS TO BE MIN. 30MPA.

#### IRRIGATION

4. CONTRACTOR TO PROVIDE IRRIGATION DESIGN FOR DRIP IRRIGATION TO SHADE TREES. **\*\*PROVISIONAL ITEM\*\***
5. CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION AS REQUIRED TO ESTABLISH HYDROSEED.
6. IRRIGATION TO CONNECT TO EXISTING STANDPIPE AND VALVE BOX.
7. IRRIGATION DESIGN TO BE APPROVED BY RDN STAFF PRIOR TO INSTALLATION.

### LEGEND:



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.

6.		
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1.	ISSUED FOR TENDER	APRIL 30, 2021
NO.	REVISIONS	DATE



PROJECT NAME:  
DUNSMUIR COMMUNITY PARK  
PHASE 2

PROJECT ADDRESS:  
326 Horne Lake Rd.  
Qualicum Bay, B.C.

DRAWING TITLE:  
COVER

DESIGNED BY:  
JVK

REVIEWED BY:  
--

DRAWN BY:  
JVK

DRAWING No.

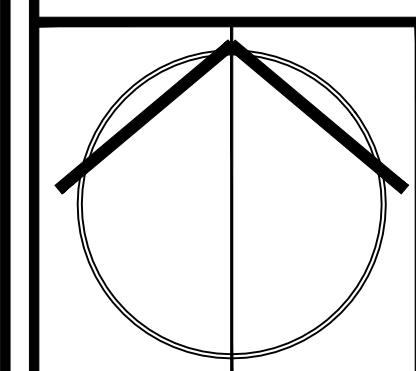
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L-1





**LEGEND:**

- NOTES:**
1. TOPOGRAPHIC SURVEY RECEIVED FROM KOERS & ASSOCIATES ENGINEERING LTD.



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NO.	REVISIONS	DATE



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DUNSMUIR COMMUNITY PARK  
PHASE 2

**PROJECT ADDRESS:**  
326 Horne Lake Rd.  
Qualicum Bay, B.C.

**DRAWING TITLE:**  
EXISTING CONDITIONS

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No.
SCALE: 1:150	L-2





**LEGEND:**

- DECIDUOUS TREE
- LANDSCAPE BOULDERS
- FENCE
- 6X6 TIMBER EDGE
- CONCRETE
- ENGINEERED WOOD FIBRE
- HYDROSEED

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1	ISSUED FOR TENDER	APRIL 30, 2021
NO.	REVISIONS	DATE

**REGIONAL DISTRICT OF NANAIMO**

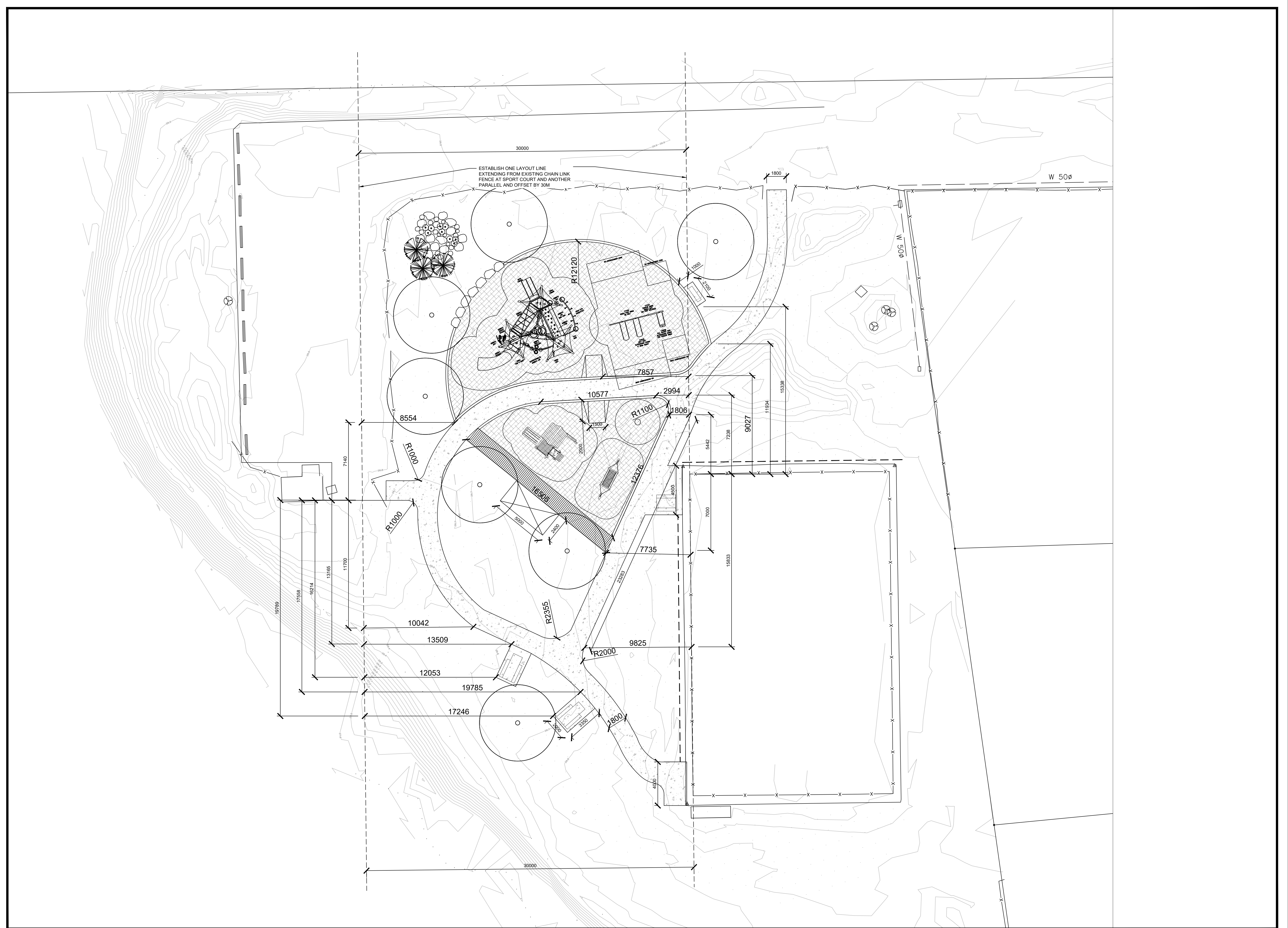
PROJECT NAME:  
DUNSMUIR COMMUNITY PARK  
PHASE 2

PROJECT ADDRESS:  
326 Horne Lake Rd.  
Qualicum Bay, B.C.

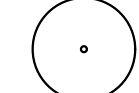

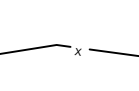
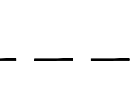



DRAWING TITLE:  
SITE PLAN

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No.
SCALE: 1:150	L-3





**LEGEND:**

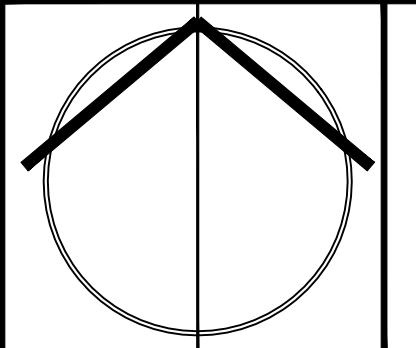
-  DECIDUOUS TREE
-  LANDSCAPE BOULDERS
-  FENCE
-  6X6 TIMBER EDGE
-  CONCRETE
-  ENGINEERED WOOD FIBRE
-  HYDROSEED

**NOTES:**

1. REFER TO ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE INFORMATION
2. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE CONCRETE CURB LAYOUT AND PLAYGROUND LOCATIONS MEET ALL REQUIREMENTS OF THE CAN CSA Z614-20 PLAYGROUND SAFETY STANDARD.

**KEY PLAN**

SCALE: N.T.S.



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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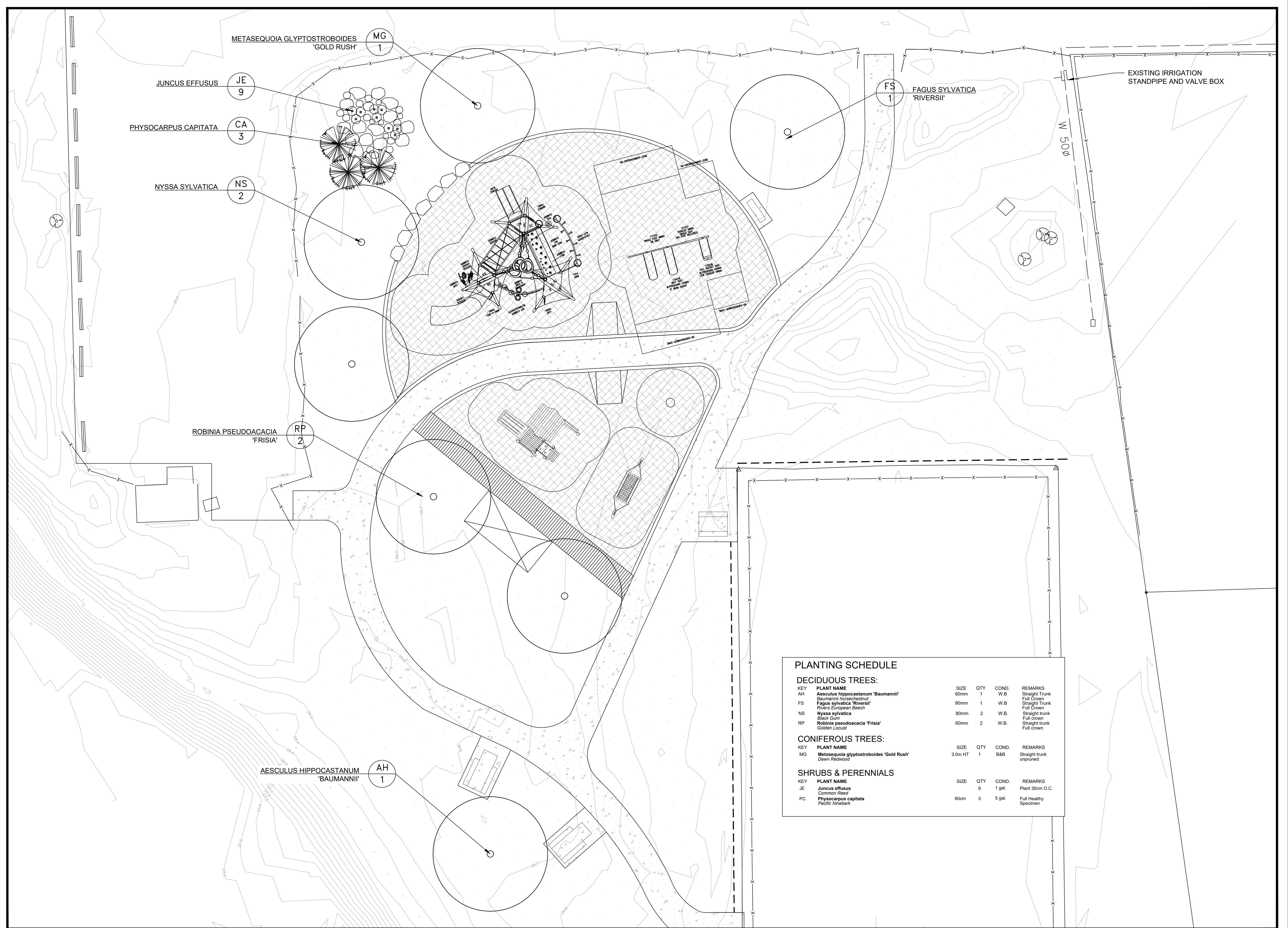
**PROJECT NAME:**  
DUNSMUIR COMMUNITY PARK  
PHASE 2

**PROJECT ADDRESS:**  
326 Horne Lake Rd.  
Qualicum Bay, B.C.

**DRAWING TITLE:**  
LAYOUT

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No. L-4
SCALE: 1:150	



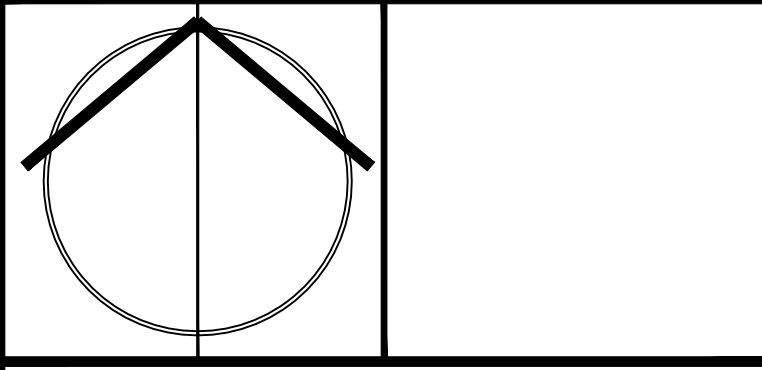


**LEGEND:**

- DECIDUOUS TREE
- LANDSCAPE BOULDERS
- FENCE
- 6X6 TIMBER EDGE
- CONCRETE
- ENGINEERED WOOD FIBRE
- HYDROSEED

- NOTES:**
1. REFER TO ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE INFORMATION
  2. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
  3. ESTABLISHMENT AND FIRST CUT OF HYDROSEED IS CONTRACTOR'S RESPONSIBILITY.

**KEY PLAN** SCALE: N.T.S.



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DUNSMUIR COMMUNITY PARK  
PHASE 2

**PROJECT ADDRESS:**  
326 Horne Lake Rd.  
Qualicum Bay, B.C.

**DRAWING TITLE:**  
PLANTING

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No. L-5
SCALE: 1:100	

**PLANTING SCHEDULE**

**DECIDUOUS TREES:**

KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
AH	<i>Aesculus hippocastanum</i> 'Baumannii'	60mm	1	W.B	Straight Trunk Full Crown
FS	<i>Fagus sylvatica</i> 'Riversii'	80mm	1	W.B	Straight Trunk Full Crown
NS	<i>Nyssa sylvatica</i> 'Black Gum'	80mm	2	W.B.	Straight trunk Full crown
RP	<i>Robinia pseudoacacia</i> 'Frisia'	80mm	2	W.B.	Straight trunk Full crown

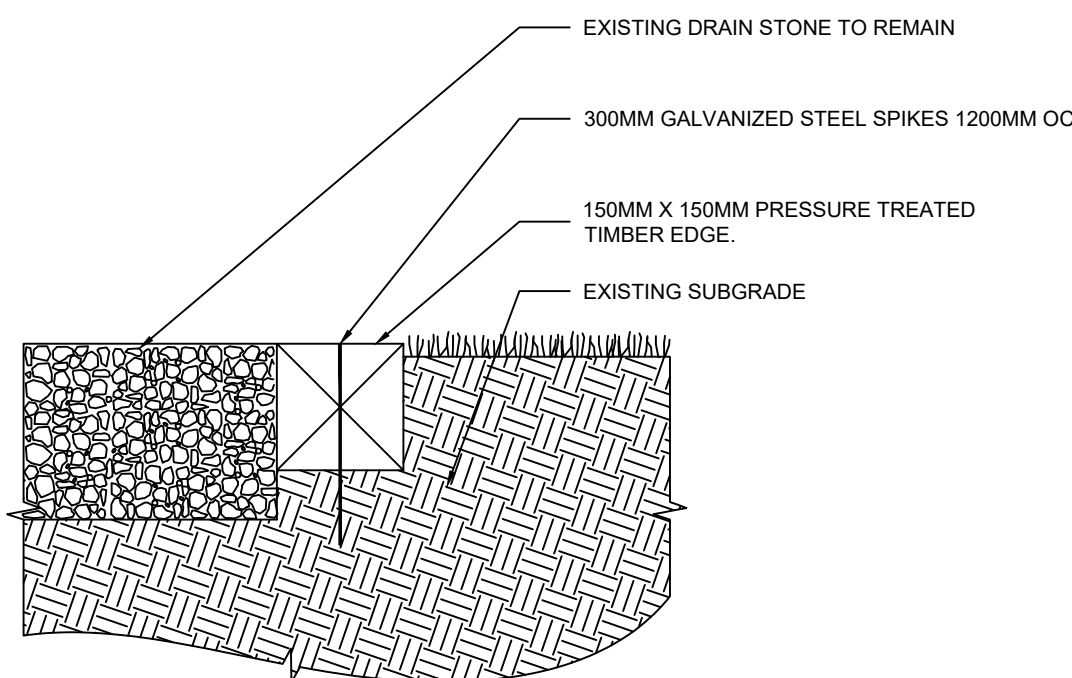
**CONIFEROUS TREES:**

KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
MG	<i>Metasequoia glyptostroboides</i> 'Gold Rush'	3.0m HT	1	B&B	Straight trunk unpruned

**SHRUBS & PERENNIALS**

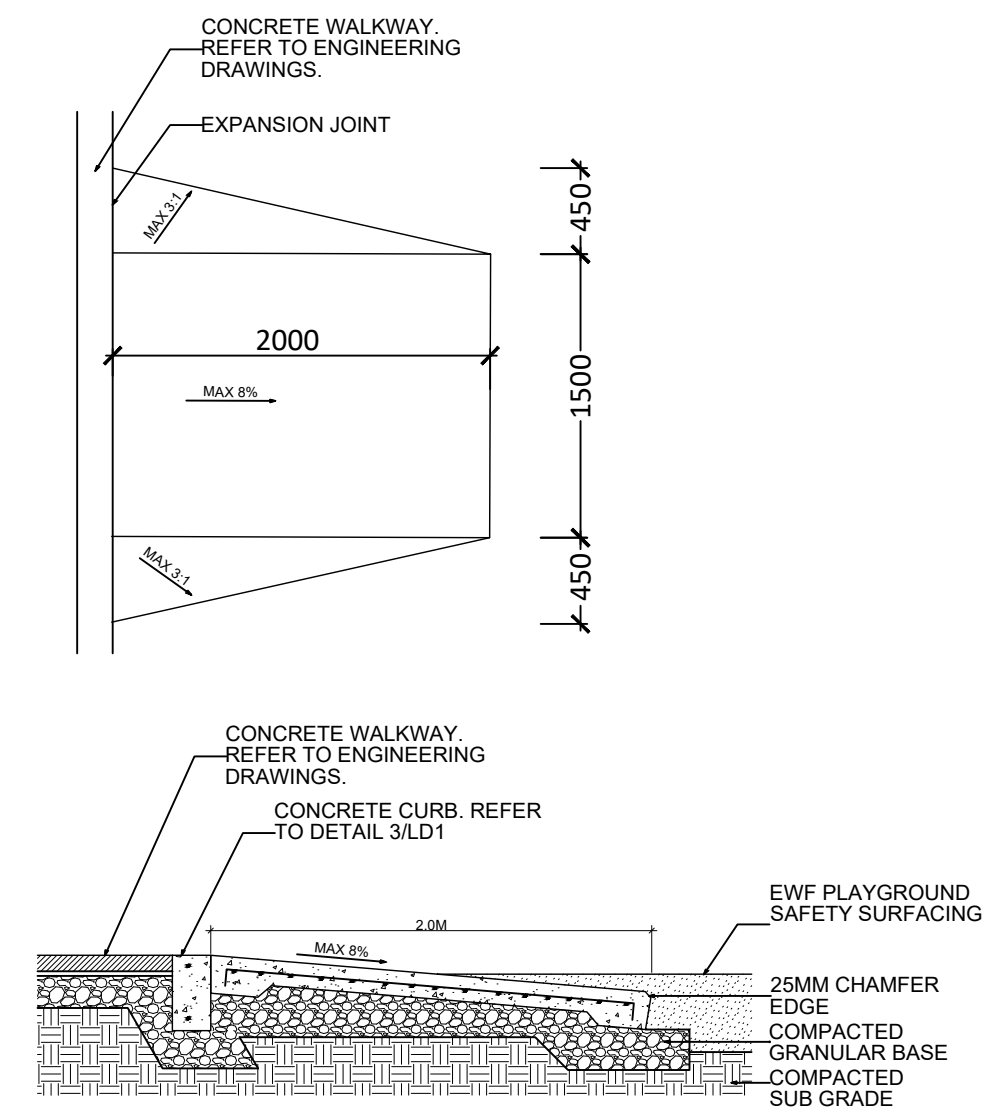
KEY	PLANT NAME	SIZE	QTY	COND.	REMARKS
JE	<i>Juncus effusus</i> 'Common Reed'		9	1 gal.	Plant 30cm O.C.
PC	<i>Physocarpus capitata</i> 'Pacific Ninebark'	60cm	3	5 gal.	Full Healthy Specimen





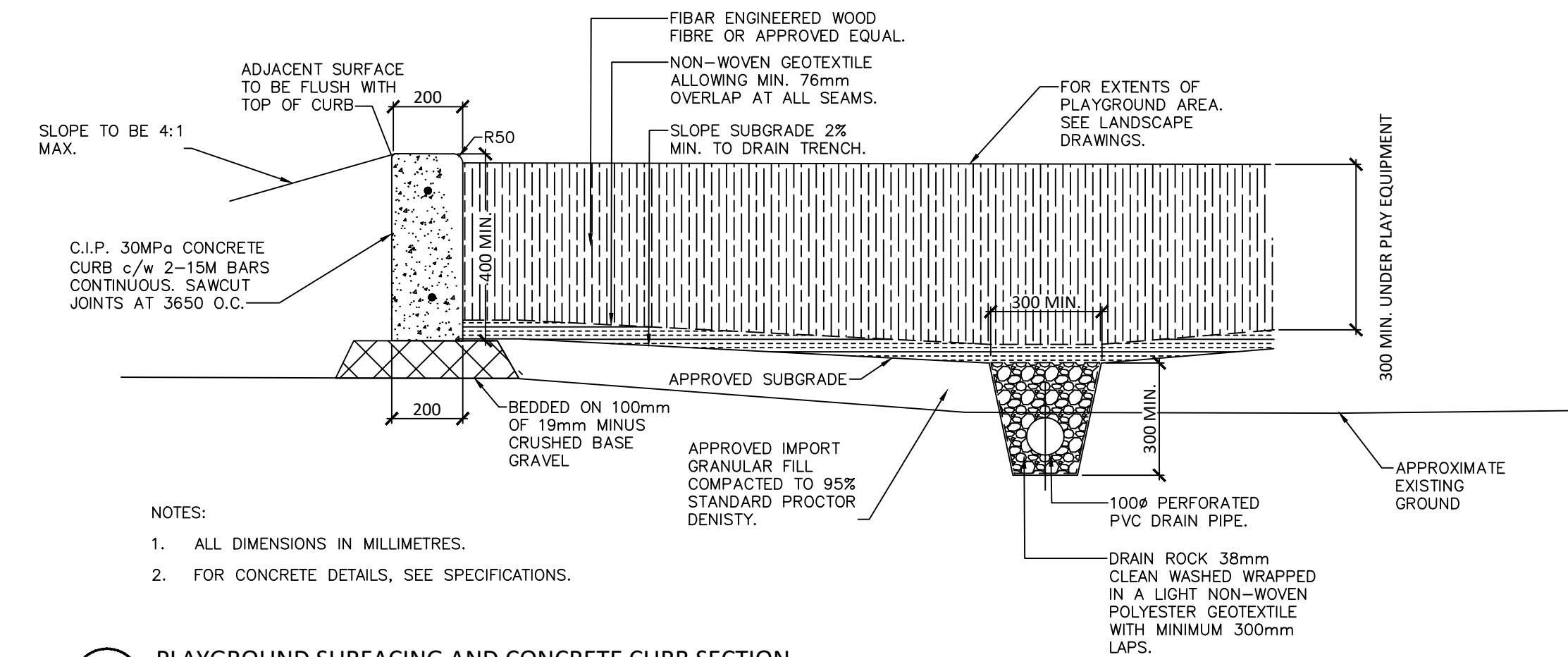
- NOTE:**
- CONTRACTOR TO REMOVE WEEDS AND DEBRIS FROM DRAIN STONE BORDER.

**1** 6x6 TIMBER EDGING  
NTS Section



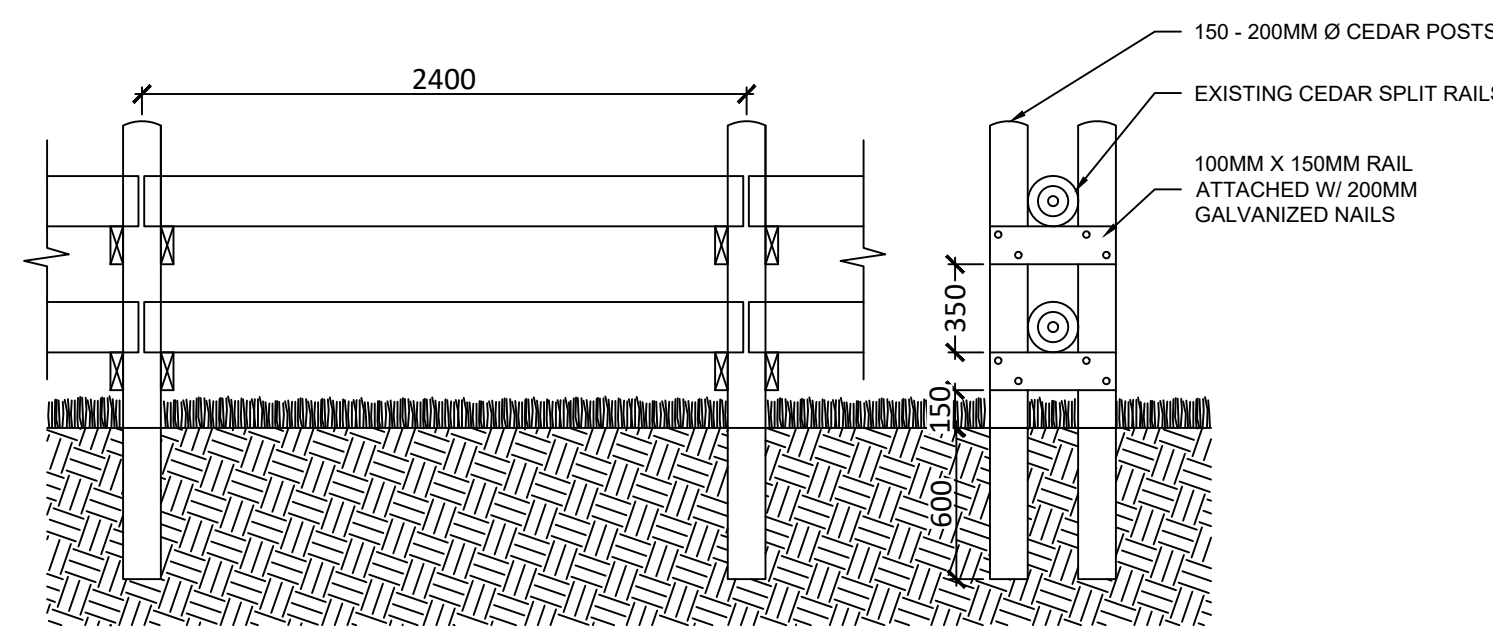
- NOTE:**
- RAMP THICKNESS AND FINISH TO MATCH CONCRETE SIDEWALK. REFER TO ENGINEERING DRAWINGS.
  - EXPANSION JOINTS TO BE PROVIDED AT INTERFACE WITH STRUCTURES SUCH AS WALLS, STEPS, AND CURBS.
  - REINFORCE WITH 10M REBAR 300MM OC BOTH WAYS WITH MIN. 50MM COVERAGE.

**2** ACCESSIBLE CONCRETE RAMP  
NTS Section



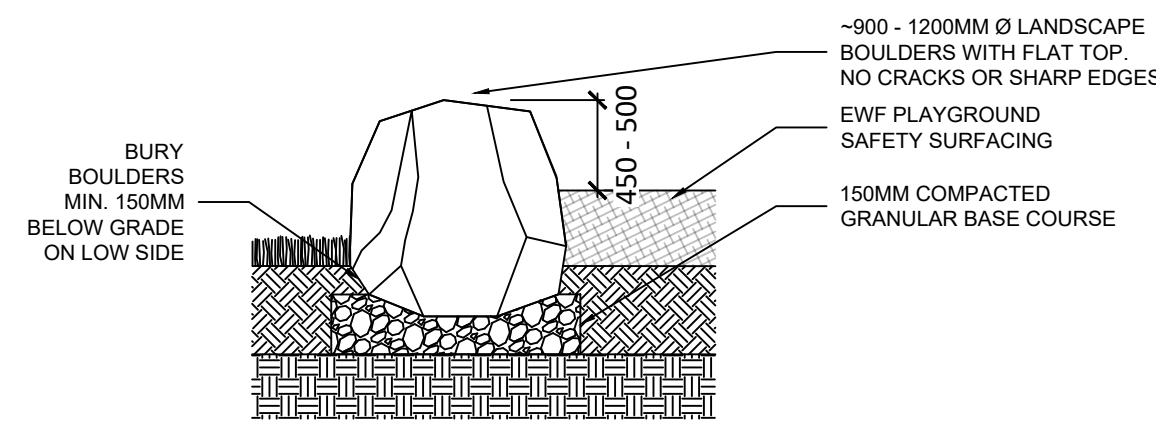
- NOTES:**
- ALL DIMENSIONS IN MILLIMETRES.
  - FOR CONCRETE DETAILS, SEE SPECIFICATIONS.

**3** PLAYGROUND SURFACING AND CONCRETE CURB SECTION  
NTS Section



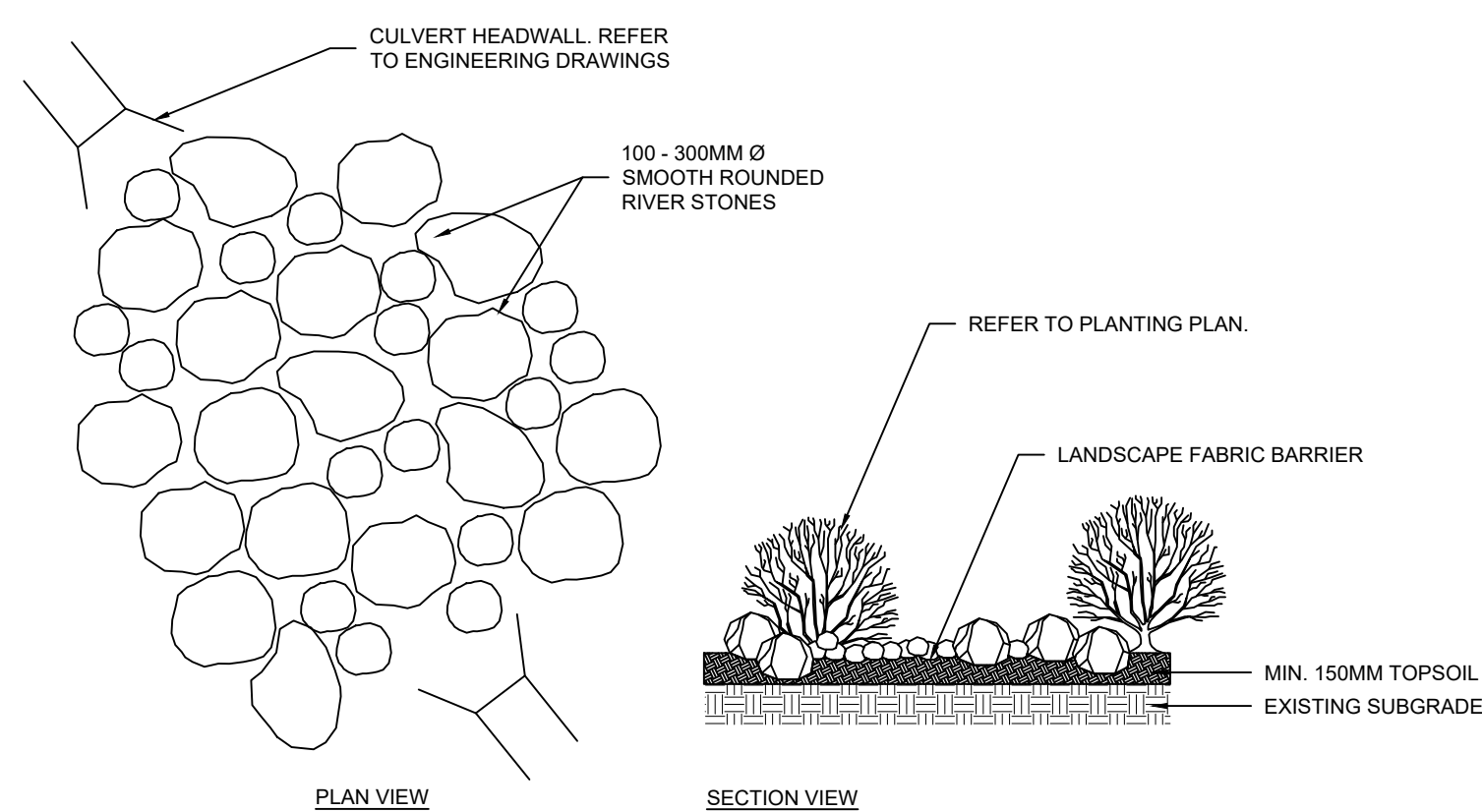
- NOTES:**
- ALL WOOD TO BE DOUGLAS FIR OR CEDAR.
  - EXISTING FENCE RAILS TO BE REUSED AS RAILS IN NEW FENCE.

**4** SPLIT RAIL FENCE  
NTS Section



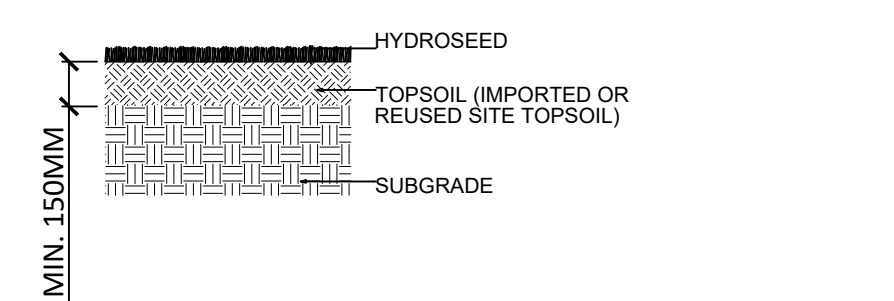
- NOTES:**
- BOULDERS TO BE TIGHT FITTING WITH GAPS BETWEEN NO LARGER THAN 50MM.
  - BOULDER SEAT WALL LAYOUT TO BE APPROVED BY RDN STAFF.

**5** LANDSCAPE BOULDER WALL  
NTS Section



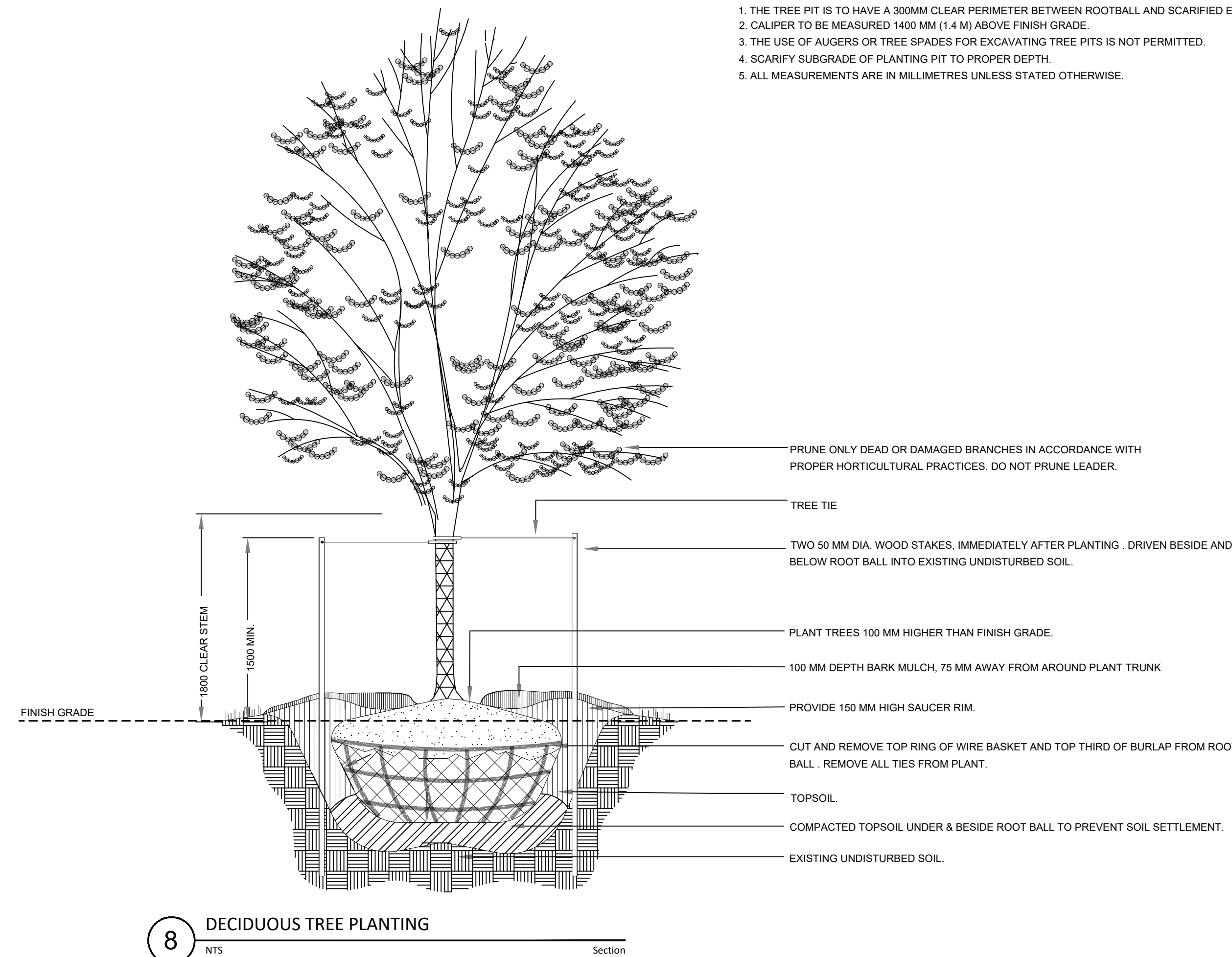
- NOTES:**
- EXTEND ROCK AREA BETWEEN CULVERT HEADWALLS AS SHOWN ON PLAN.
  - ALL ROCKS AND BOULDERS TO BE SMOOTH AND ROUNDED.
  - LAYOUT AND PLANT LOCATION TO BE APPROVED BY RDN STAFF.
  - ROCKS TO COMPLETELY COVER LANDSCAPE FABRIC BARRIER.

**6** ROCK GARDEN  
NTS Section



- NOTES:**
- CONTRACTOR TO PLACE MIN. 150MM TOPSOIL ON APPROVED SUBGRADE.
  - TOPSOIL TO BE IMPORTED ONLY IF INSUFFICIENT QUANTITIES ARE AVAILABLE ON SITE.
  - FINE GRADE TO REMOVE SURFACE IRREGULARITIES PRIOR TO SEEDING.
  - APPLY 2200KG/HA FIBRE MULCH OVER SEEDED AREA TO PROVIDE UNIFORM GROUND COVER THAT ALLOWS ABSORPTION AND PERCOLATION OF WATER.
  - SEED MIXTURE TO BE APPROVED BY RDN STAFF. MUST BE DROUGHT TOLERANT MIX. APPLY AT RATES RECOMMENDED BY THE SEED SUPPLIER.
  - CONTRACTOR IS RESPONSIBLE FOR ESTABLISHMENT OF HYDROSEED AND FIRST MOWING.

**7** TOPSOIL AND HYDROSEED  
NTS Section



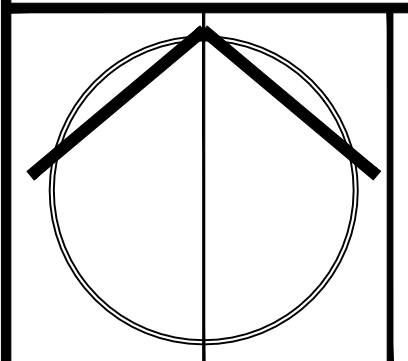
- NOTES:**
- THE TREE PIT IS TO HAVE A 300MM CLEAR PERIMETER BETWEEN ROOTBALL AND SCARIFIED EDGE.
  - CALIPER TO BE MEASURED 1400 MM (1.4 M) ABOVE FINISH GRADE.
  - THE USE OF AUGERS OR TREE SPADES FOR EXCAVATING TREE PITS IS NOT PERMITTED.
  - SCARIFY SUBGRADE OF PLANTING PIT TO PROPER DEPTH.
  - ALL MEASUREMENTS ARE IN MILLIMETRES UNLESS STATED OTHERWISE.

**8** DECIDUOUS TREE PLANTING  
NTS Section

**LEGEND:**

- NOTES:**
- REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL DETAILS.
  - ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

**KEY PLAN** SCALE: N.T.S.



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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1.	ISSUED FOR TENDER	APRIL 30, 2021
NO.	REVISIONS	DATE



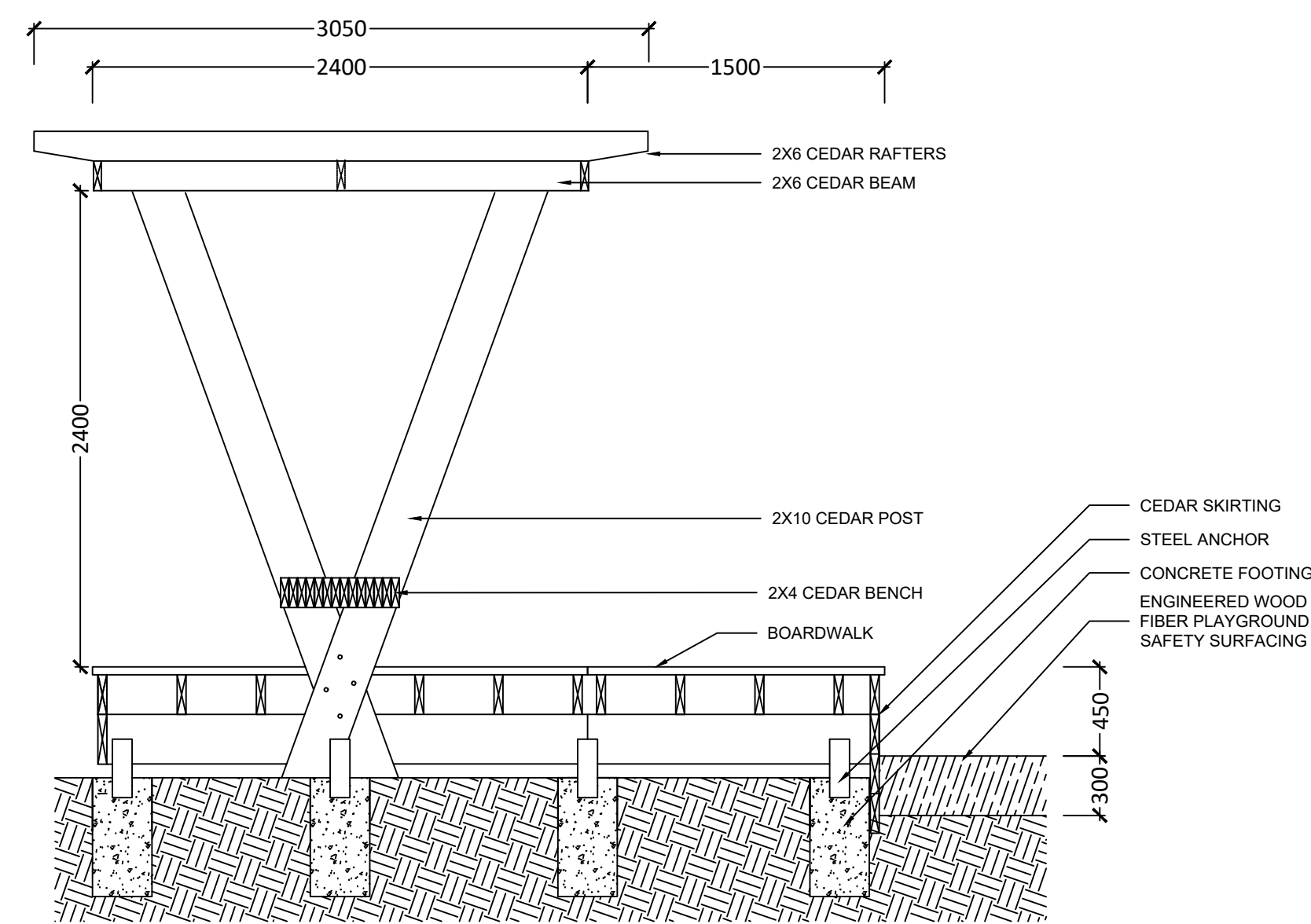
**PROJECT NAME:**  
DUNSMUIR COMMUNITY PARK  
PHASE 2

**PROJECT ADDRESS:**  
326 Home Lake Rd.  
Qualicum Bay, B.C.

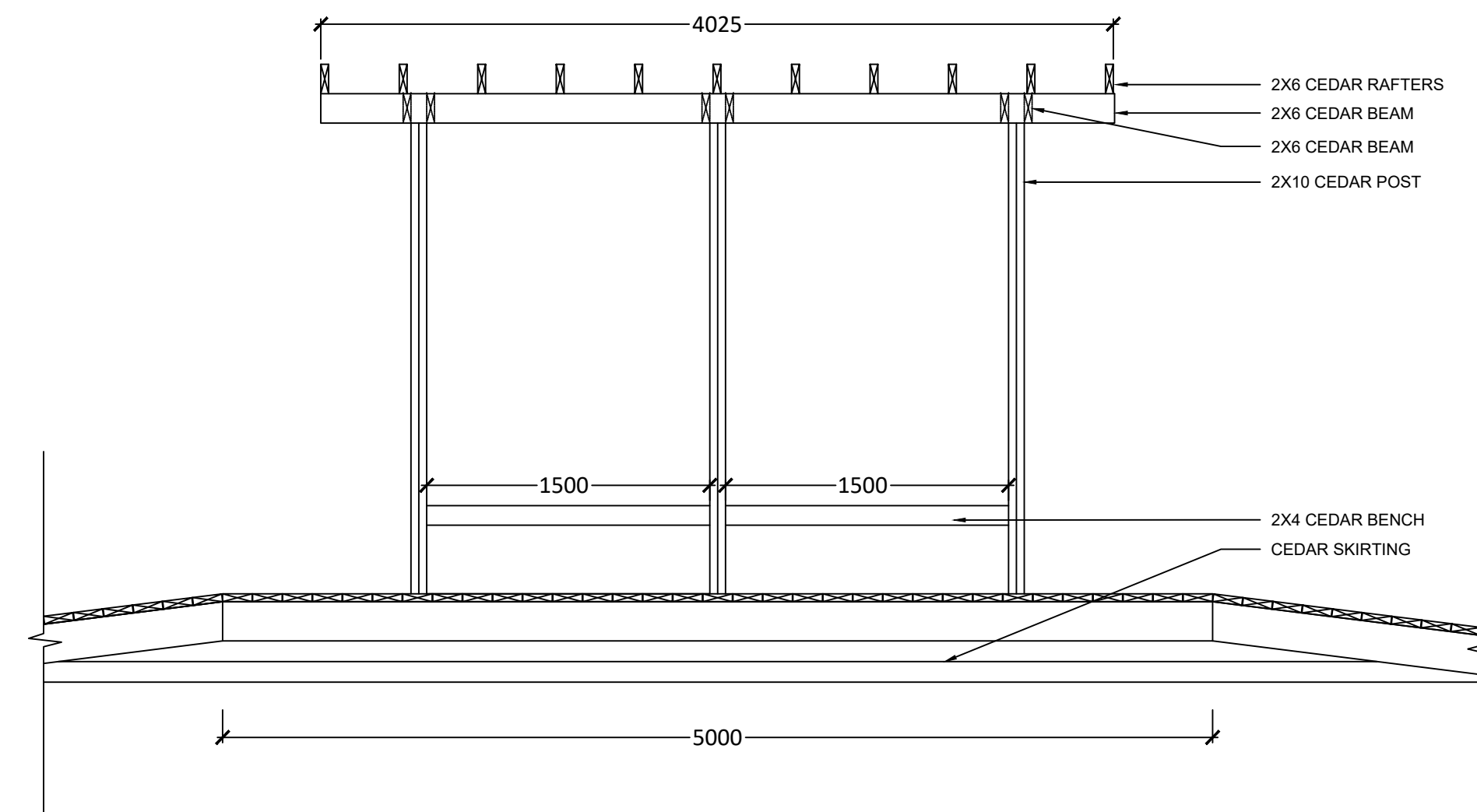
**DRAWING TITLE:**  
DETAILS

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

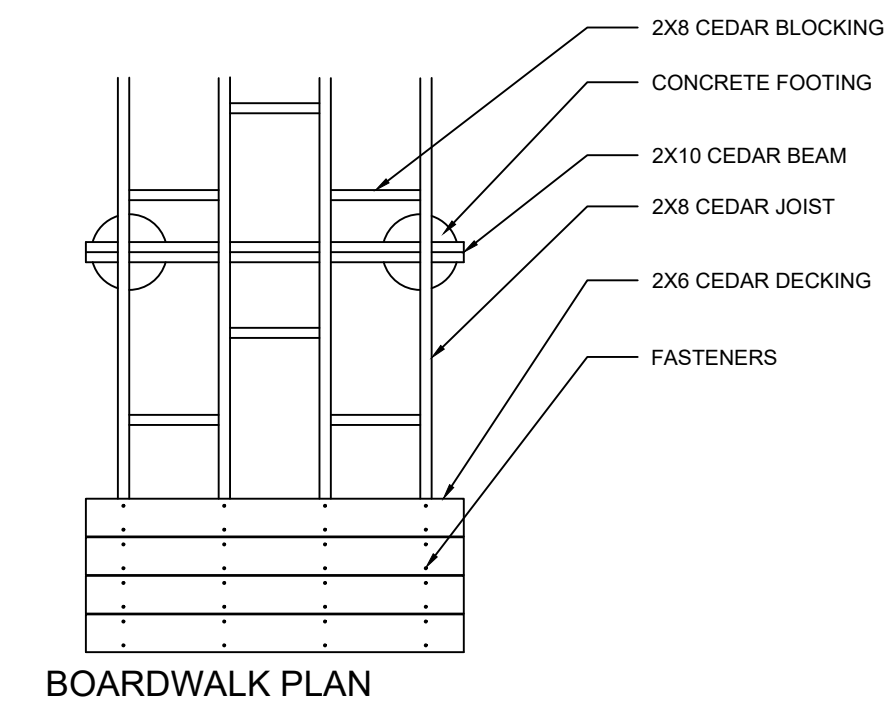




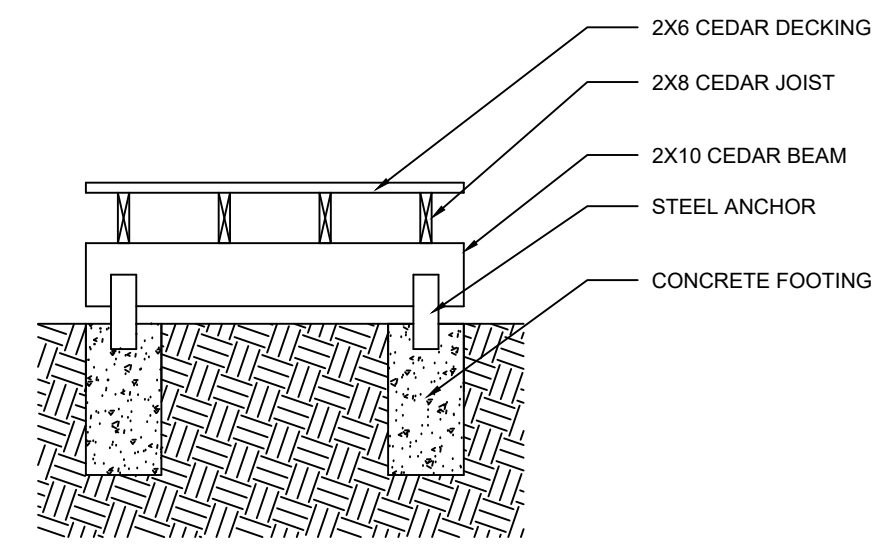
SHADE STRUCTURE SECTION 1



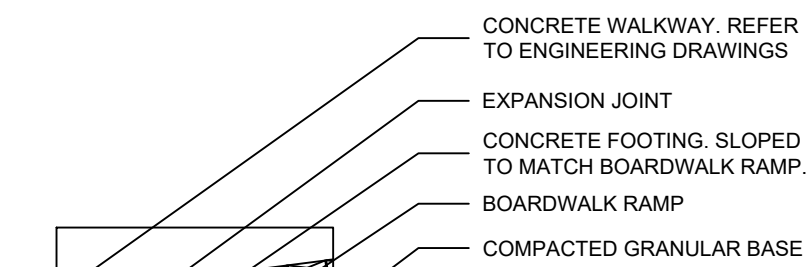
SHADE STRUCTURE SECTION 2



BOARDWALK PLAN



BOARDWALK SECTION



BOARDWALK RAMP FOOTING

- NOTES:
1. DETAILS ARE SCHEMATIC ONLY. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR BOARDWALK AND SHADE STRUCTURE FOR APPROVAL BY RDN STAFF PRIOR TO CONSTRUCTION.
  2. SHOPS DRAWINGS FOR BOARDWALK, SHADE STRUCTURE, AND FOOTINGS TO BE STAMPED BY PROFESSIONAL ENGINEER.
  3. 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.

1 SHADE STRUCTURE AND BOARDWALK  
W/ CEDAR BOARDS

PIPELINE PICNIC TABLE  
Model Number : PLPT-610 (2x10 Boards)  
PLPT-66 (2x6 Boards)



**DESIGNER NOTES**  
This tubular style picnic table is probably the most recognized design in municipal applications. And for good reason; they are very strong, functional, and represent a good value in these settings. The only challenge to the design is that most are made for wood and retrofitting for the lower maintenance recycled plastic lumber and aluminum frames has really not been done effectively... until now!

As an innovator in this area, we have overcome this challenge and the Pipeline Picnic Table now effectively bridges that gap. It maintains that classic style, providing a uniform consistent look in the municipal setting while maximizing the strength and low maintenance virtues of aluminum and recycled plastic lumber.

Wishbone  
site furnishings

**PRODUCT SPECIFICATIONS**  
100% Recycled Plastic Slats  
This product will not rot, splinter, or warp reducing maintenance costs over the life of the product.  
Colours Available: Black, Grey, Redwood, Sand, Walnut

10 YEAR LIMITED WARRANTY  
Schedule 40 Aluminium Pipe  
Super Durable Powder Coated Aluminium Frame  
Standard Colours: Brown Slate, Victor Ridge II, Nordic Lichen, Timeless Rust, Grey Gold, Textured Silver, Precious Sand, Groovy Red, Black Textured, Earth Clay, Noble Bronze, Modern Khaki  
Surface Mount

**CUSTOMIZED SOLUTIONS**  
Custom Powder Coating (Setup Charges May Apply)  
Wheel Chair Accessible One Side  
BBQ Extension One Side  
Hole in Table Top for Umbrella  
Skate Blocks  
INST-1 Stainless steel bolt down kit

**PRODUCT DIMENSIONS**

Table Height	30 3/4 inches / 781 mm
Seat Height	18 inches / 457 mm
Seat Depth	9 3/8 inches / 235 mm
Total Length	6 feet / 183 cm
Total Top Depth	28 1/8 inches / 711 mm
Total Depth	58 3/8 inches / 1480 mm
Weight	235 lbs / 106.6 kg

**RECYCLED CONTENT**  
81% RECYCLED CONTENT BY WEIGHT  
100% RECYCLABLE



100% Canadian Made  
Wishbone Ltd. provides an extended 10 year limited warranty from the date of invoice.  
Visit us online at [www.Wishboneltd.com](http://www.Wishboneltd.com)  
Wishbone Site Furnishings | #210-27090 Gloucester Way | Langley, BC CANADA V4W 3Y5  
1.866.626.0476 sales@wishboneltd.com

STANDARD PARK BENCH  
Model Number : PB-5 (5 ft) PB-6 (6 ft)



**DESIGNER NOTES**  
The Standard Park Bench features single pedestal legs and a slightly angled backrest. This was Wishbone's first site furnishing design that still survives to present day. Conceived as a tribute to one of the most common bench styles, this model incorporates all the low maintenance attributes inherent to our products: powder coated aluminum frame, 100% recycled plastic slats, and stainless steel fasteners. It may not be the 'looker' of the bunch, but it gets the job done.

**RECYCLED CONTENT**  
72% RECYCLED CONTENT BY WEIGHT  
100% RECYCLABLE



100% Canadian Made  
Wishbone Ltd. provides an extended 10 year limited warranty from the date of invoice.  
Visit us online at [www.Wishboneltd.com](http://www.Wishboneltd.com)  
Wishbone Site Furnishings | #210-27090 Gloucester Way | Langley, BC CANADA V4W 3Y5  
1.866.626.0476 sales@wishboneltd.com

Wishbone  
site furnishings

**PRODUCT SPECIFICATIONS**  
100% Recycled Plastic Slats  
This product will not rot, splinter, or warp reducing maintenance costs over the life of the product.  
Colours Available: Black, Grey, Redwood, Sand, Walnut

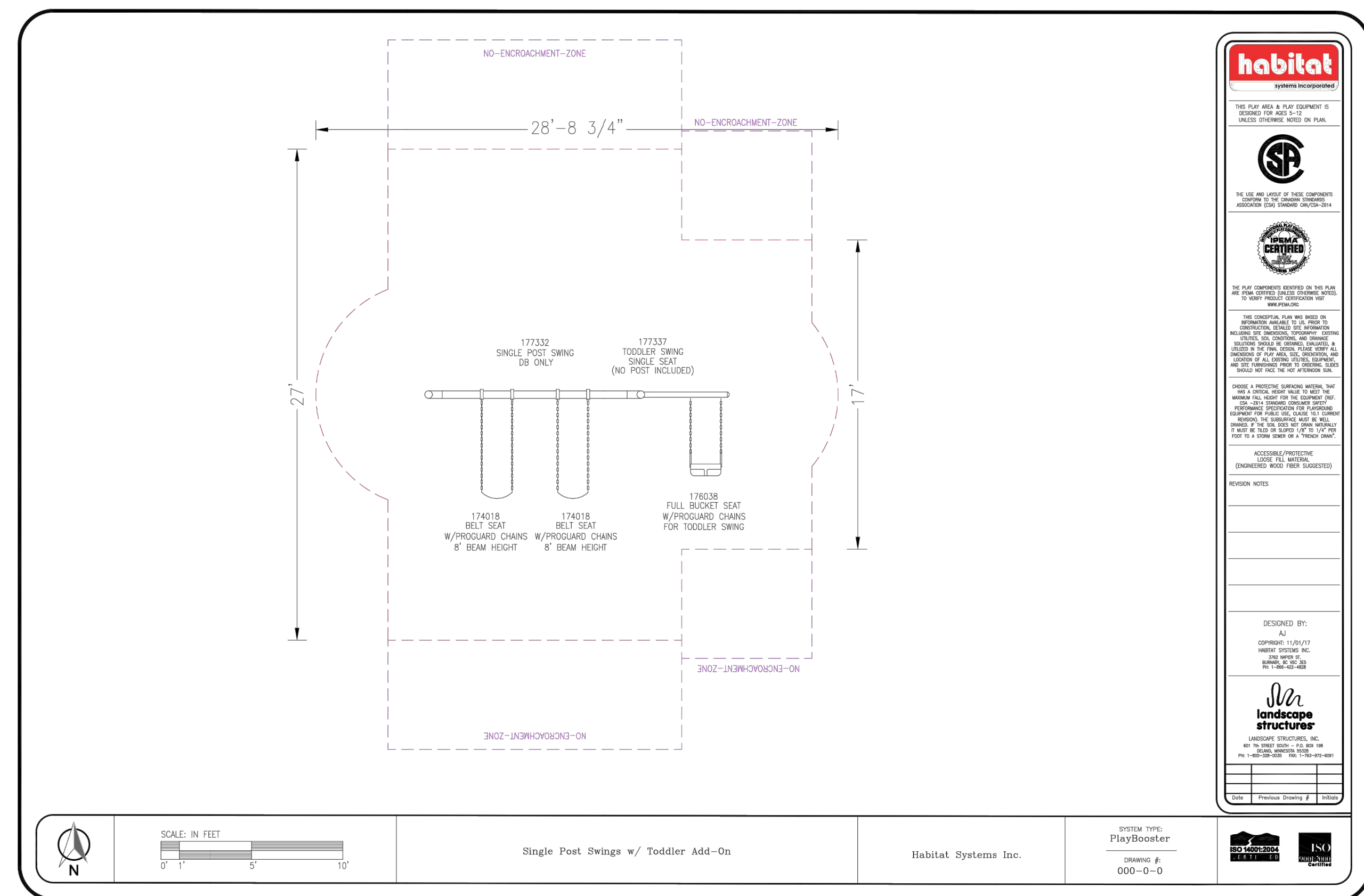
10 YEAR LIMITED WARRANTY  
Durable Powder Coated Aluminium Frame  
Standard Colours: Brown Slate, Victor Ridge II, Nordic Lichen, Timeless Rust, Grey Gold, Textured Silver, Precious Sand, Groovy Red, Black Textured, Earth Clay, Noble Bronze, Modern Khaki  
Long Lasting Stainless Steel Hardware

**CUSTOMIZED SOLUTIONS**  
Custom Powder Coating (Setup Charges May Apply)  
Gifting Program (Custom Inset Bronze Plaques)  
In Ground Mounting  
Set of 2 Arm Rests  
Center Arm Rest  
4 ft - 10 ft Lengths  
Skate Blocks  
INST-1.5 Stainless Steel Bolt-Down Kit

**PRODUCT DIMENSIONS**

PB-5	32 inches / 813 mm
Total Height	17.5 inches / 445 mm
Seat Height	12 inches / 305 mm
Seat Depth	5 feet / 153 cm
Total Length	83 lbs / 38 kg
Weight	

**RECYCLED CONTENT**  
72% RECYCLED CONTENT BY WEIGHT  
100% RECYCLABLE



4 SINGLE POST SWINGS W/ TODDLER ADD-ON  
NTS

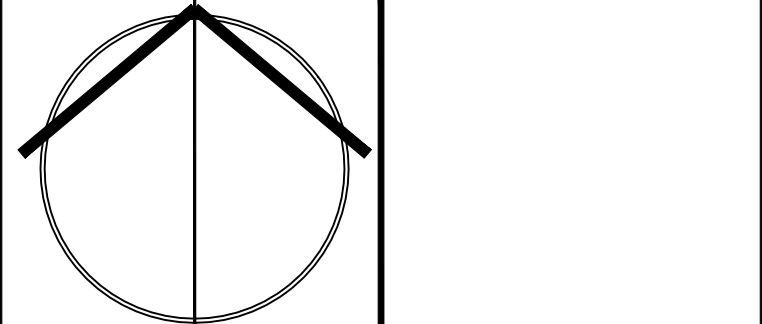
2 PIPELINE PICNIC TABLE  
W/ CEDAR BOARDS

3 STANDARD PARK BENCH  
W/ CEDAR BOARDS AND TWO (2) ARM RESTS

LEGEND:

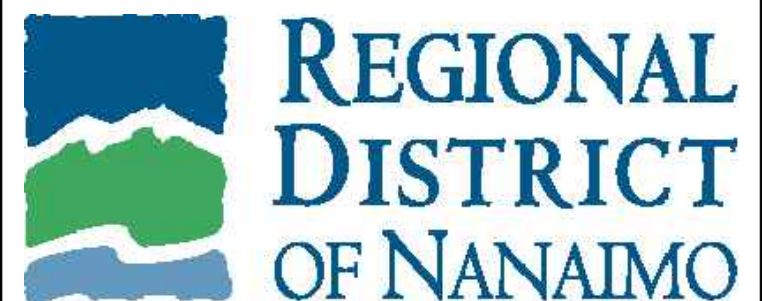
- NOTES:
1. REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL DETAILS.
  2. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
  3. ALL PLAYGROUND EQUIPMENT WILL BE SUPPLIED BY THE RDN. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND INSPECTION REPORT. PLAYGROUND EQUIPMENT INSTALLATION MUST COMPLY WITH CAN CSA Z614-20.

KEY PLAN SCALE: N.T.S.



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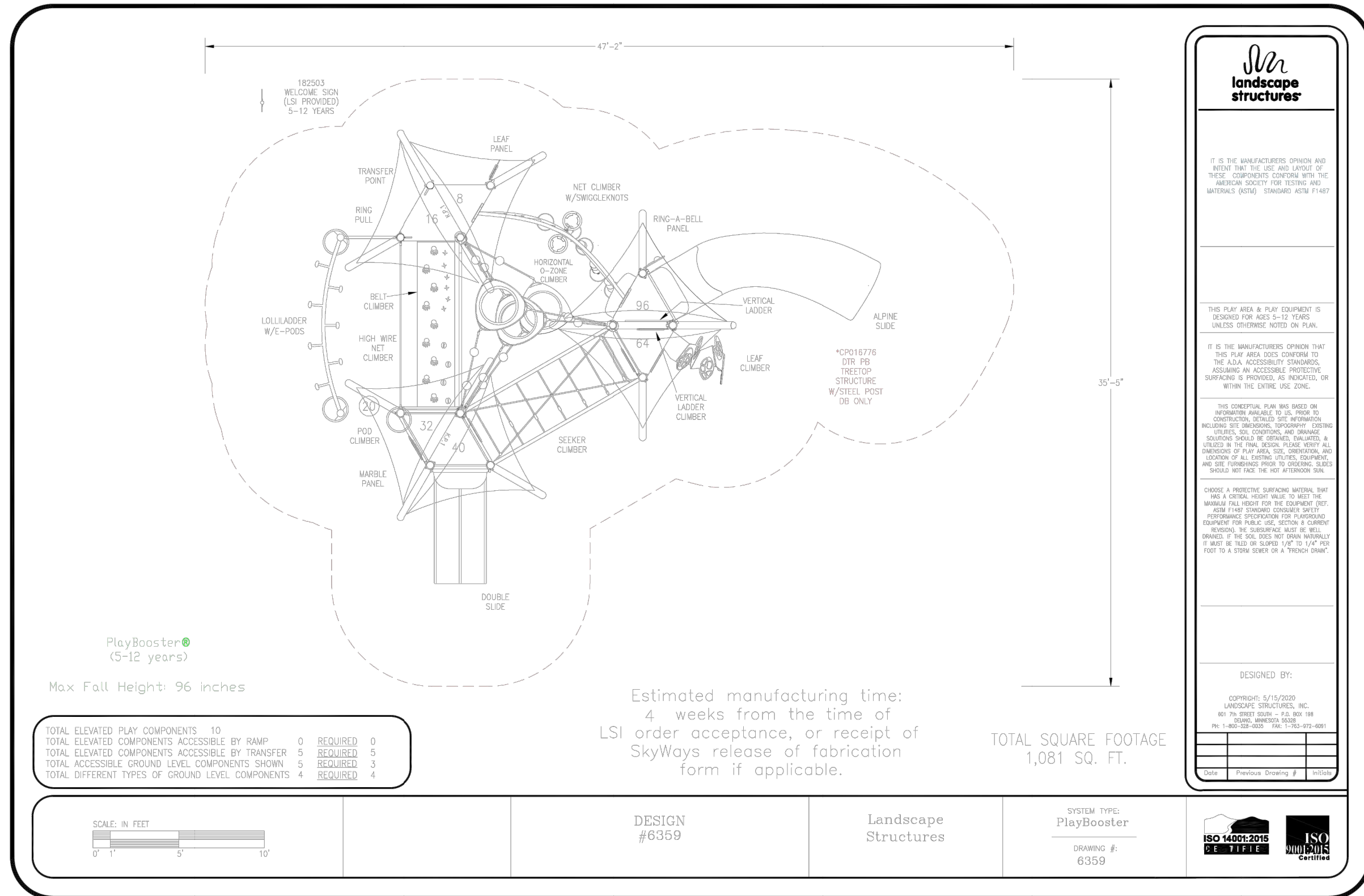
PROJECT NAME:  
DUNSMUIR COMMUNITY PARK  
PHASE 2

PROJECT ADDRESS:  
326 Home Lake Rd.  
Qualicum Bay, B.C.

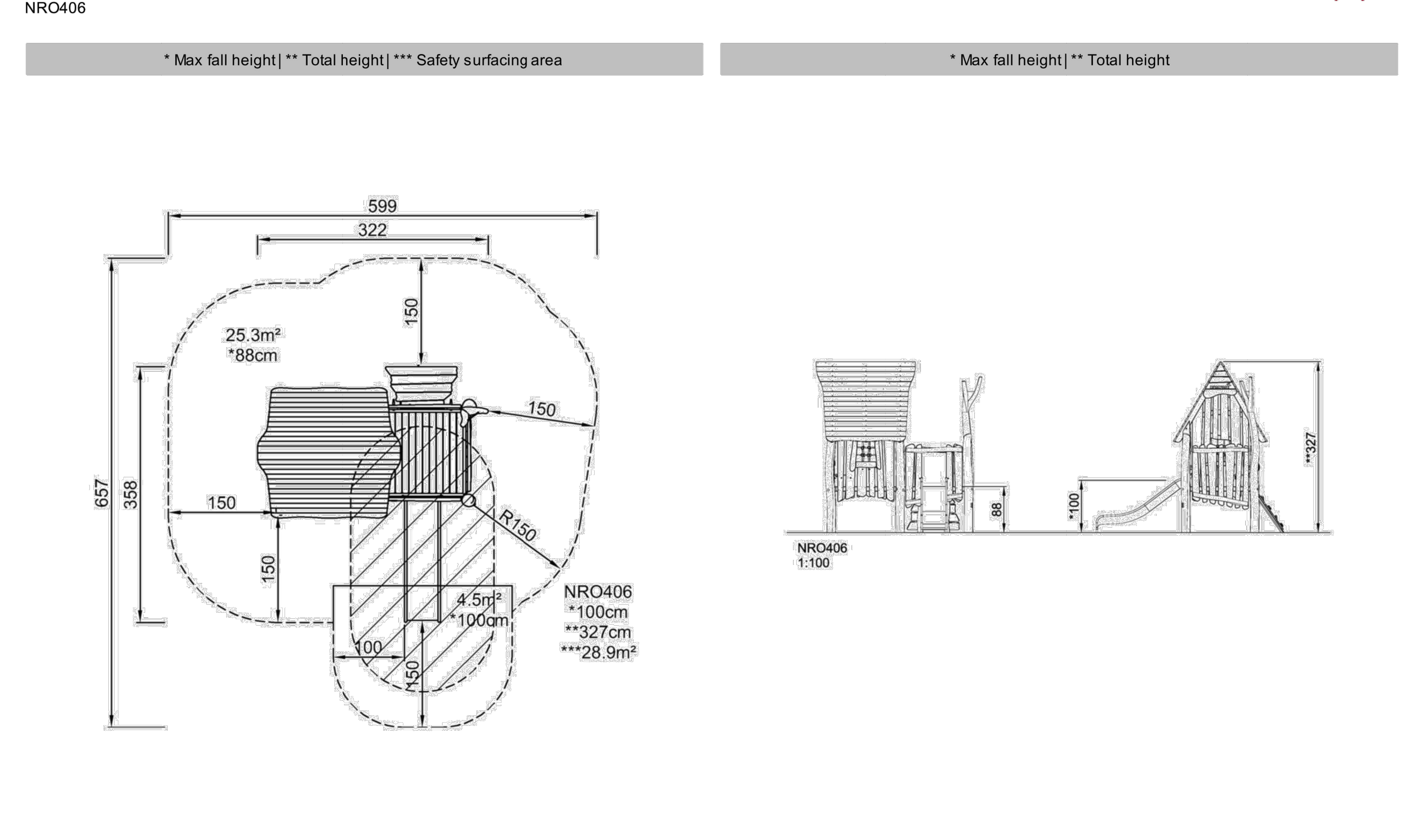
DRAWING TITLE:  
DETAILS

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No. LD-2
SCALE: NTS	





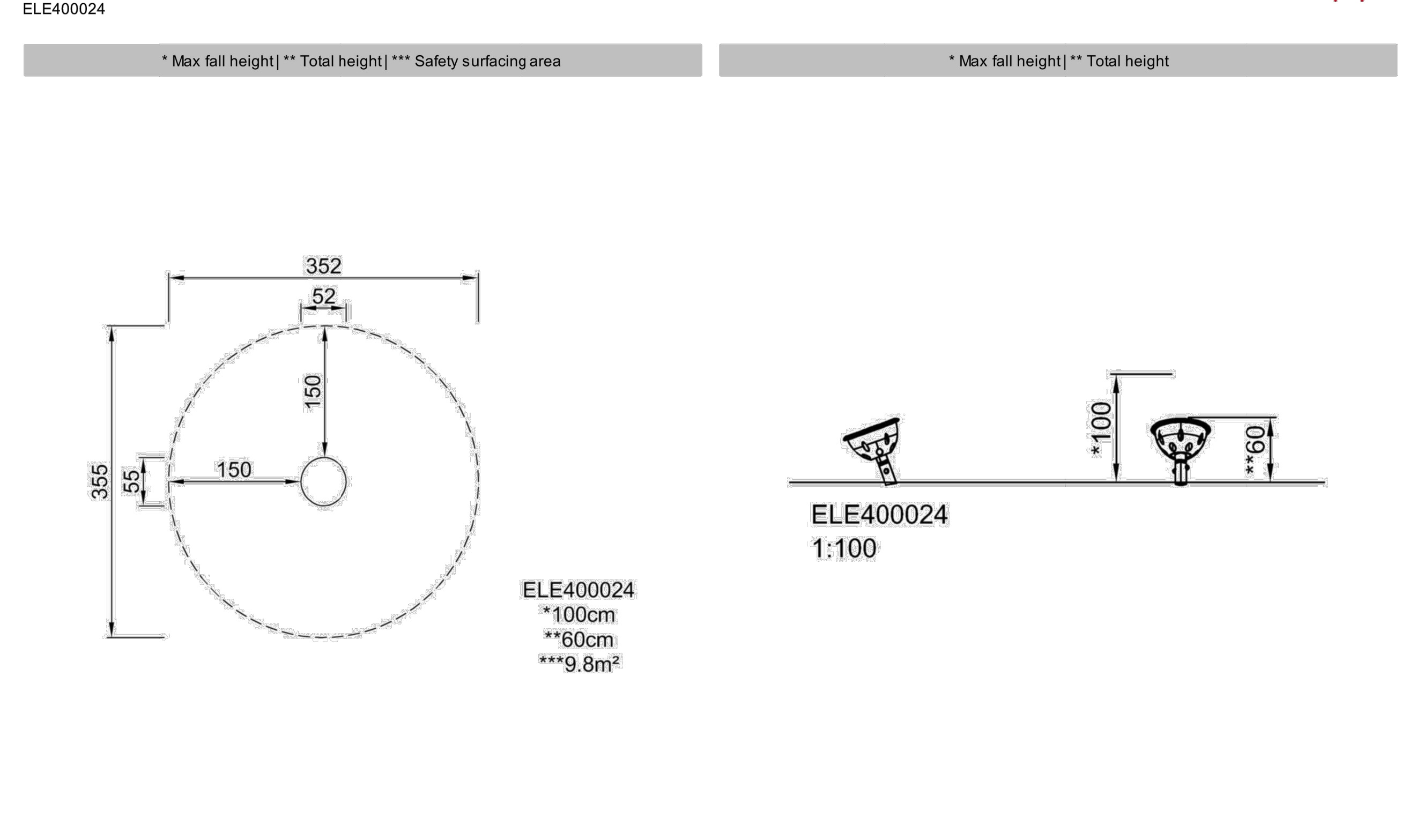
### The Wizard's Hideaway



1 LANDSCAPE STRUCTURES TREETOP PLAY STRUCTURE  
NTS

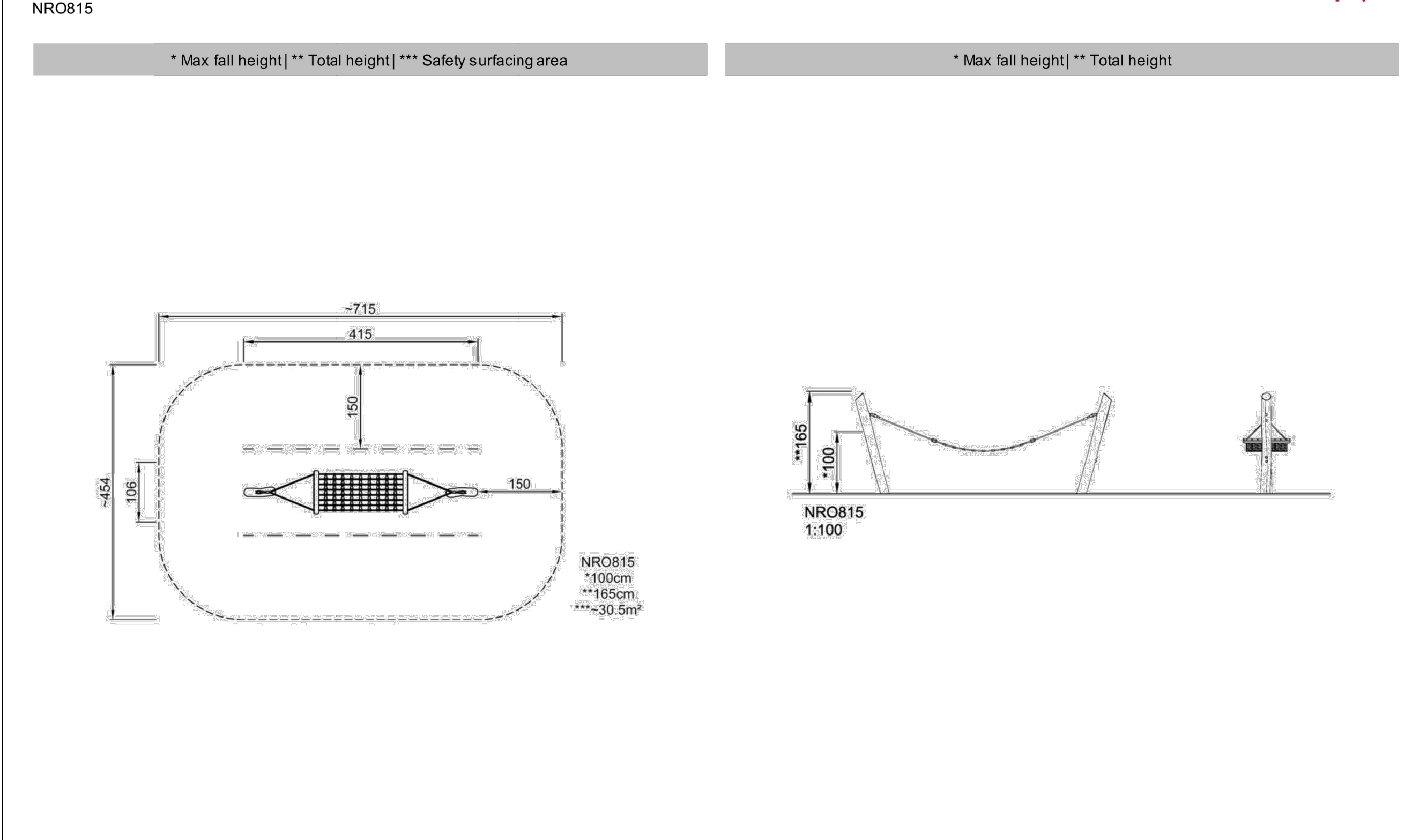
2 KOMPAN WIZARD HIDEAWAY PLAY STRUCTURE  
NTS

### Spinner Bowl



3 KOMPAN SPINNER BOWL  
NTS

### Hammock



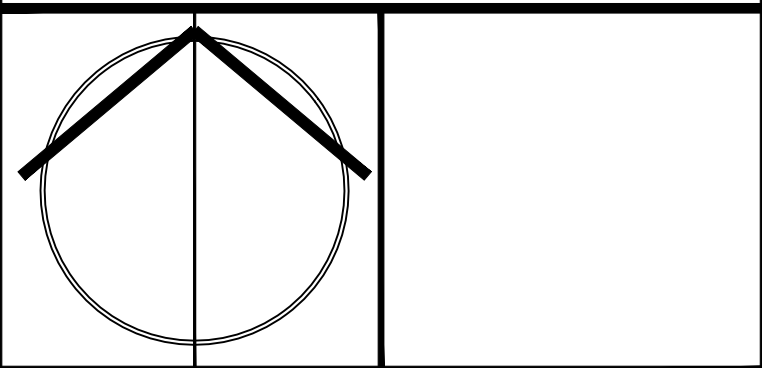
4 KOMPAN HAMMOCK  
NTS

LEGEND:

NOTES:

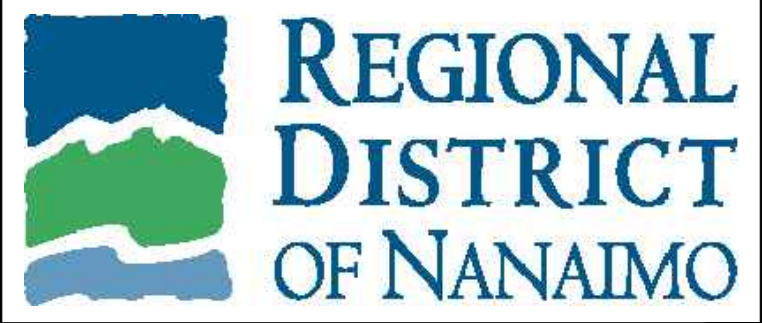
- REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL DETAILS.
- ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.
- ALL PLAYGROUND EQUIPMENT WILL BE SUPPLIED BY THE RDN. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND INSPECTION REPORT. PLAYGROUND EQUIPMENT INSTALLATION MUST COMPLY WITH CAN CSA Z614-20.

KEY PLAN SCALE: N.T.S.



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NO.	REVISIONS	DATE



PROJECT NAME:  
DUNSMUIR COMMUNITY PARK  
PHASE 2

PROJECT ADDRESS:  
326 Home Lake Rd.  
Qualicum Bay, B.C.

DRAWING TITLE:  
DETAILS

DESIGNED BY: JVK	REVIEWED BY: --
DRAWN BY: JVK	DRAWING No. LD-3
SCALE: NTS	



**GENERAL NOTES**

1. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH THE NAMES OF THE CONTRACTOR'S EMERGENCY PERSONNEL AND THEIR AFTER HOUR PHONE NUMBERS.
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 APPROVAL.
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.
6. ALL PUBLIC ROADWAYS AFFECTED BY THE WORKS SHALL BE KEPT IN A CLEAN STATE AT ALL TIMES. DUST CONTROL MEASURES SHALL ALSO BE EMPLOYED DURING THE COURSE OF THE WORK.
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.

**LEGEND**

EXISTING	DESCRIPTION	PROPOSED
D 200# PVC	STORM DRAIN (SIZE NOTED)	D 200# PVC
	PERFORATED DRAIN (SIZE NOTED)	D 100# PVC PERF
	STORM CLEANOUT	DCO INV.=X.XXm
	DITCH/SWALE	
	GRADES	
	SIGN	
	CONCRETE SIDEWALK	
	ACCESS ROAD	
	EDGE OF GRAVEL	
	TOP OF CUT	
	BOTTOM OF FILL	

**DRAWING LIST**

DWG. No.	SHEET No.	DRAWING TITLE
1869-04	1/2	LOCATION PLAN, SITE PLAN, DRAWING LIST, LEGEND AND GENERAL NOTES
1869-05	2/2	MISCELLANEOUS DETAILS



LOCATION PLAN  
NTS

INSTALL:  
1 - 200# BOSS 2000 CULVERT  
12.0m LONG c/w MORTARED  
ROCK HEADWALLS.  
INV. N = 26.40  
INV. S = 26.50

EXTEND TOP OF BANK IN THIS  
AREA AS DIRECTED BY RDN STAFF.

FILL ACCESS ROAD TO MAINTAIN A  
MIN. 300mm COVER OVER PROPOSED  
PIPE. TAPER FILL AS SHOWN IN  
HATCHED AREA. FILL TYPE TO  
MATCH EXISTING ROAD SURFACING.

CONSTRUCT DRAINAGE SWALE.  
SEE DETAIL. (TYPICAL)

CONSTRUCT CONCRETE CURB. SEE  
LANDSCAPE SECTION ON  
LANDSCAPE DRAWINGS. (TYPICAL)

REFER TO LANDSCAPE  
DRAWINGS FOR SURFACE  
TREATMENTS (TYPICAL).

PROTECT EXISTING TREES AS  
DIRECTED BY RDN STAFF. INSTALL  
PROTECTIVE SNOW FENCING AROUND  
TREES DURING CONSTRUCTION.

INSTALL:  
1 - 150# PVC STORM SEWER, 4.5m  
LONG c/w MORTARED ROCK HEADWALL.  
INV. N = 26.55  
INV. S = 26.60

TRANSITION 100# PVC PERF. PIPE TO  
150# PVC c/w:  
1 - REDUCER, 150x100, PVC  
2 - WYES, 100# PVC

INSTALL 100# PVC PERF. PIPE.  
SEE PLAYGROUND SECTION ON  
LANDSCAPE DRAWINGS. (TYPICAL)

REMOVE EXISTING BERM.  
FILL SLOPES TO BE  
4:1 MAX. (TYPICAL)

PROTECT EXISTING TREES AS  
DIRECTED BY RDN STAFF. INSTALL  
PROTECTIVE SNOW FENCING AROUND  
TREES DURING CONSTRUCTION.

REMOVE EXISTING BERM.

INSTALL 100# PVC PERF. FRENCH  
DRAIN. SEE DETAIL. (TYPICAL)

INSTALL STORM CLEANOUT.  
SEE DETAIL. (TYPICAL)

INSTALL ACCESS ROAD GRAVELS  
TO MATCH GRADE OF PROPOSED  
CONCRETE SIDEWALK (TYPICAL).

STORM CLEANOUTS TO BE LOCATED  
OUTSIDE OF PLAYGROUND SAFETY  
ZONES (TYPICAL). RDN TO APPROVE  
LOCATIONS PRIOR TO INSTALLATION.

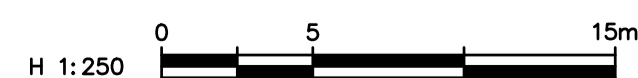
CONSTRUCT 1.8m WIDE CONCRETE  
SIDEWALK. SEE DETAIL. (TYPICAL)

FILL SLOPES TO BE  
4:1 MAX. (TYPICAL)

INSTALL:  
1 - 100# PVC STORM SEWER, 6.0m  
LONG c/w MORTARED ROCK HEADWALL.  
INV. E = 26.60  
INV. W = 26.53

CONSTRUCT DRAINAGE SWALE.  
SEE DETAIL. (TYPICAL)

**SITE PLAN**



**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% MODIFIED PROCTOR UNLESS OTHERWISE SPECIFIED ON THE APPROVED ENGINEERING DRAWINGS.
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.

**PROJECT SPECIFIC NOTES**

1. ELEVATIONS ARE TO METRIC GEODETIC DATUM.
2. CONTRACTOR TO STAY FAR AWAY FROM EXISTING UTILITY POLES DURING CONSTRUCTION.
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 PROTECTED WHERE NEW PIPING CROSSES OVER OR UNDER EXISTING UTILITIES.
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 PERMITTED.
5. FILL AND COMPACT PLAYGROUND AREA WITH APPROVED IMPORT GRANULAR MATERIAL TO SUBGRADE PRIOR TO CURB AND DRAIN PIPE INSTALLATION.

RECORD OF REVISIONS

REV	DATE	BY	ENG	DESCRIPTION

**NOT FOR CONSTRUCTION**

B	30APR21	BRC	RH	TENDER
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A	14APR21	BRC	RH	CLIENT REVIEW
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ISS	DATE	BY	ENG	DESCRIPTION

RECORD OF ISSUE



PROJECT NO. 1869

DRAWN BRC

DESIGNED BRC

CHECKED

APPROVED

DATE FEBRUARY 2021

SCALE AS NOTED

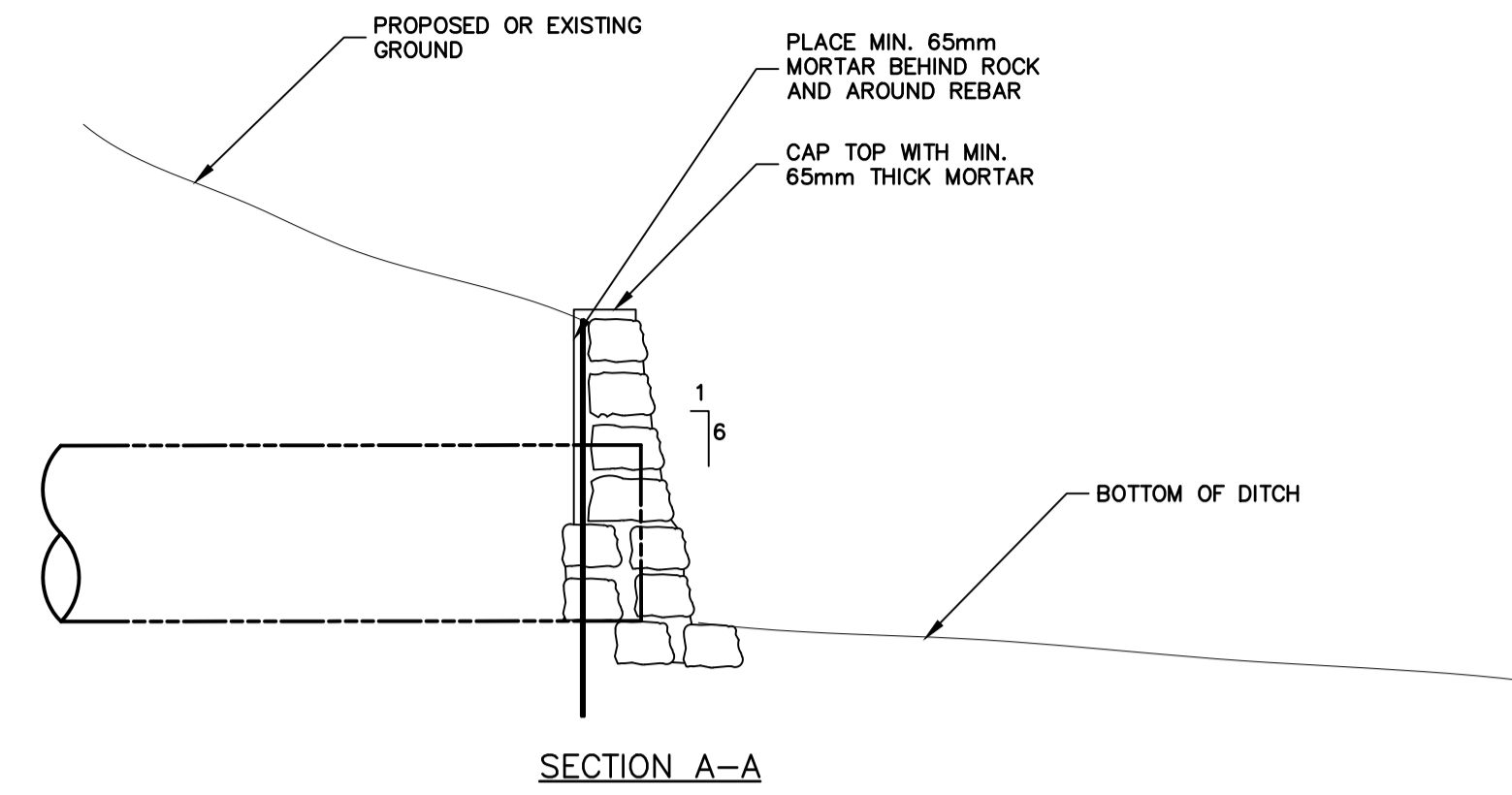


PROJECT  
**DUNSMUIR COMMUNITY PARK**

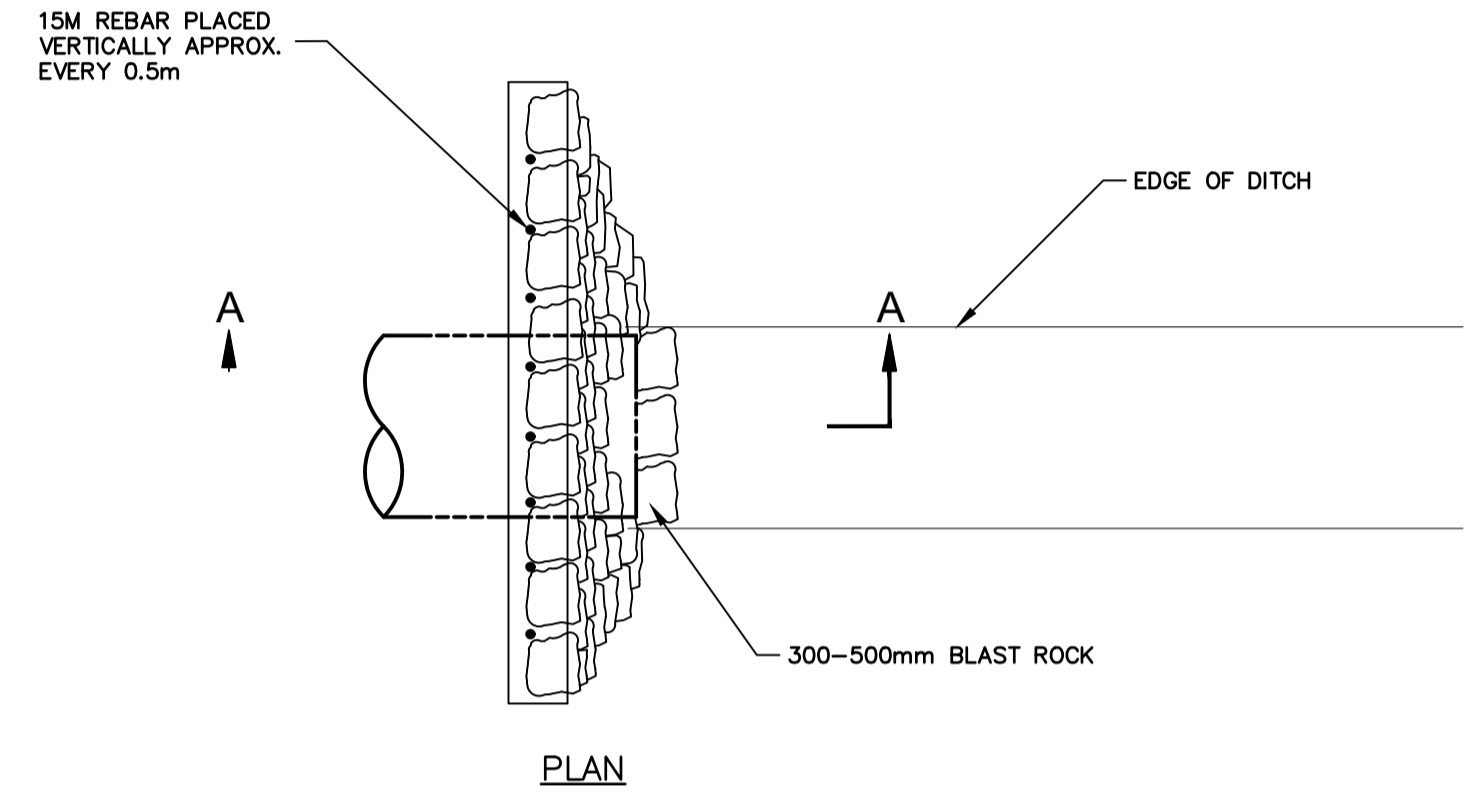
TITLE  
**LOCATION PLAN, SITE PLAN  
DRAWING LIST, LEGEND  
AND  
GENERAL NOTES**

DRAWING No.	REV.	SHEET
1869-04		1/2

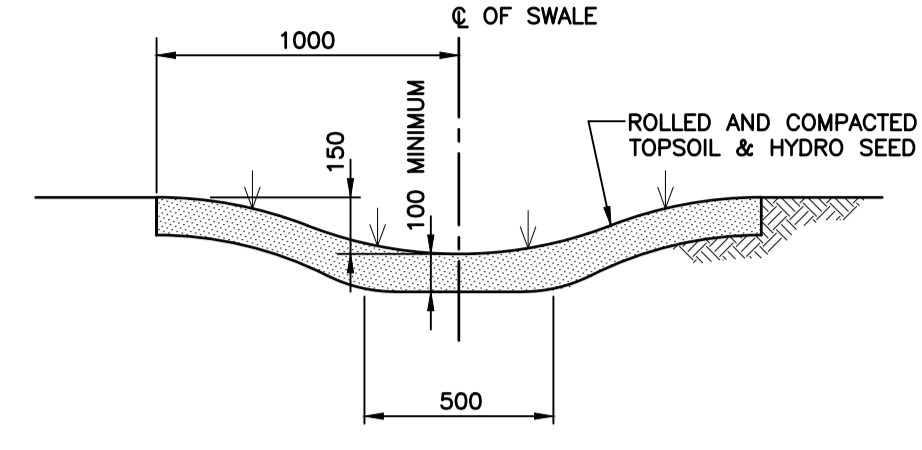




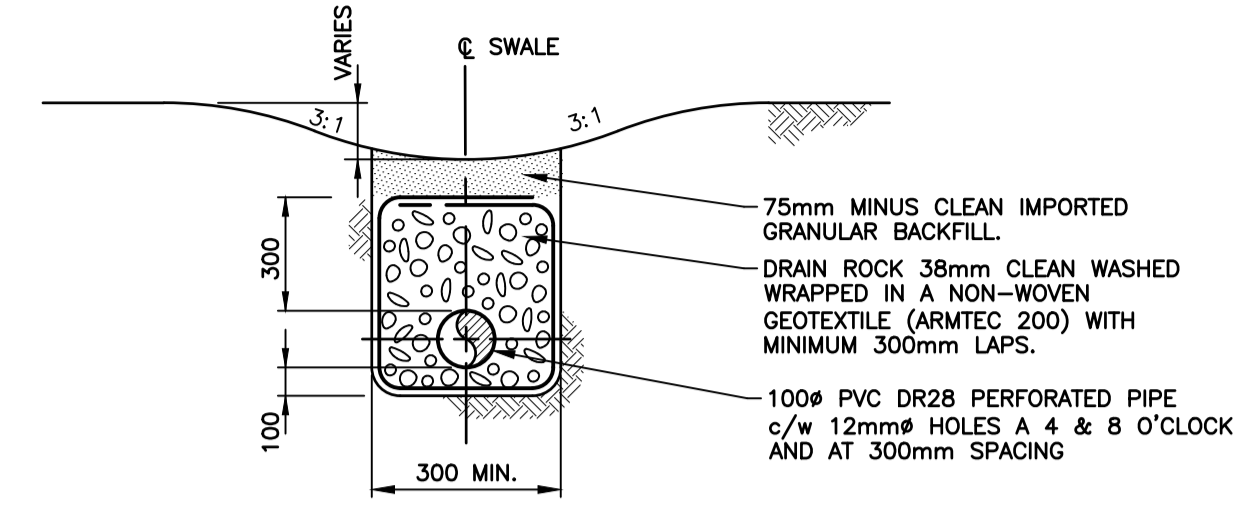
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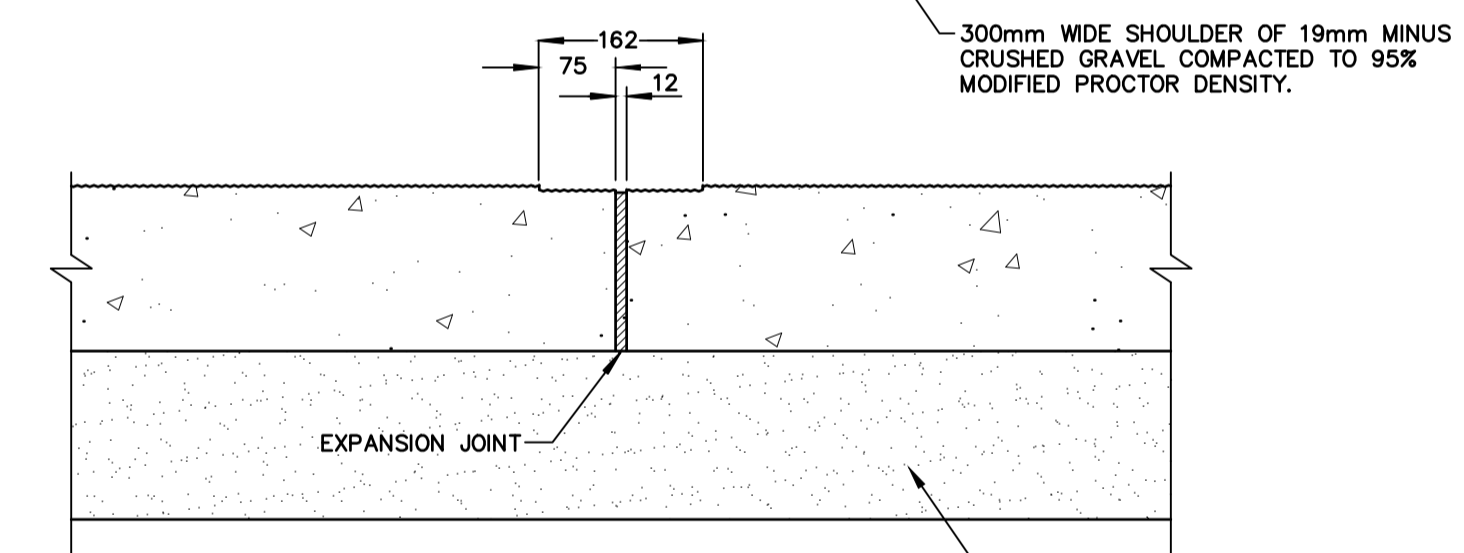
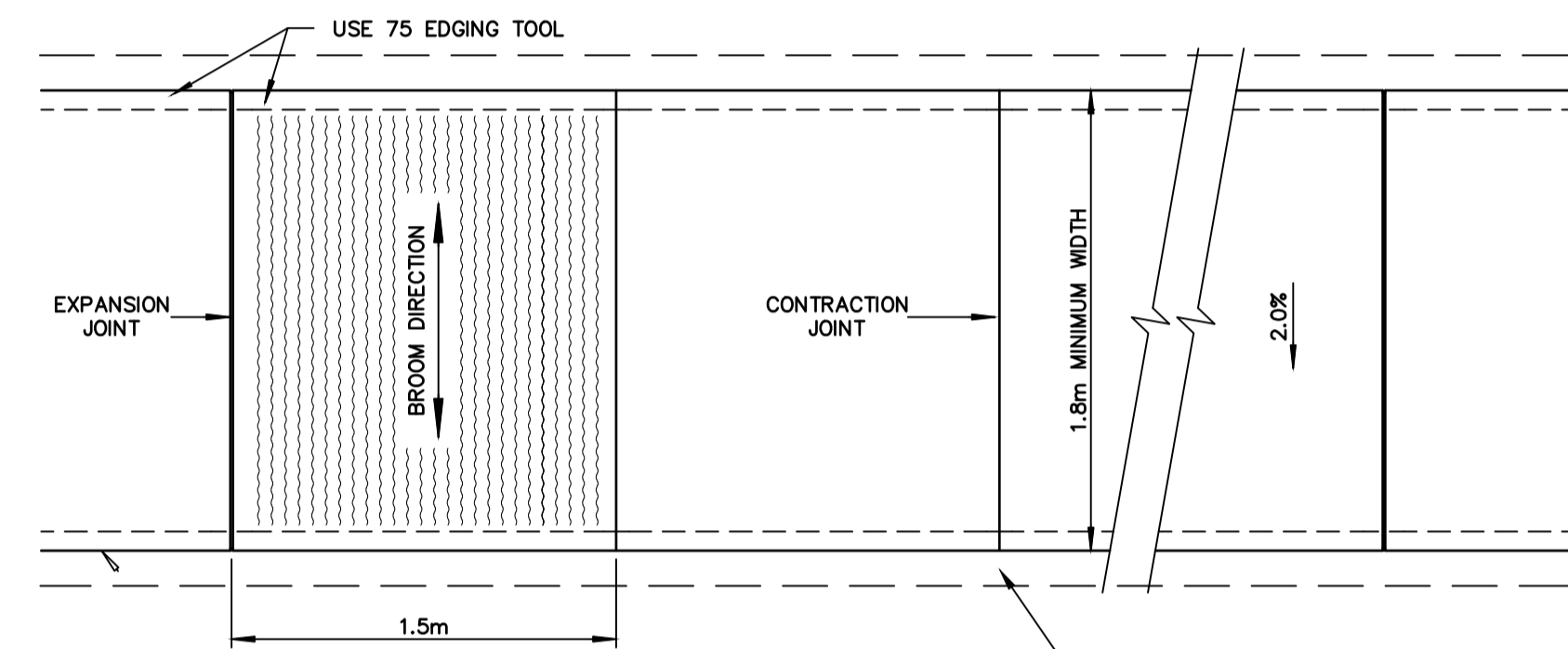
PLAN



SWALE DETAIL NTS



PERFORATED FRENCH DRAIN DETAIL NTS



- NOTES:
1. SIDEWALKS SHALL HAVE BROOMED FINISH.
  2. FOR CONCRETE DETAILS SEE SPECIFICATIONS.
  3. SIDEWALK THICKNESS TO BE MINIMUM 100mm EXCEPT AT DRIVEWAY LETDOWNS WHERE THE THICKNESS SHALL BE MINIMUM 150mm
  4. SIDEWALK TO BE PLACED ON 100mm OF 19mm MINUS CRUSH GRAVEL.
  5. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE SHOWN.

CONCRETE SIDEWALK DETAIL

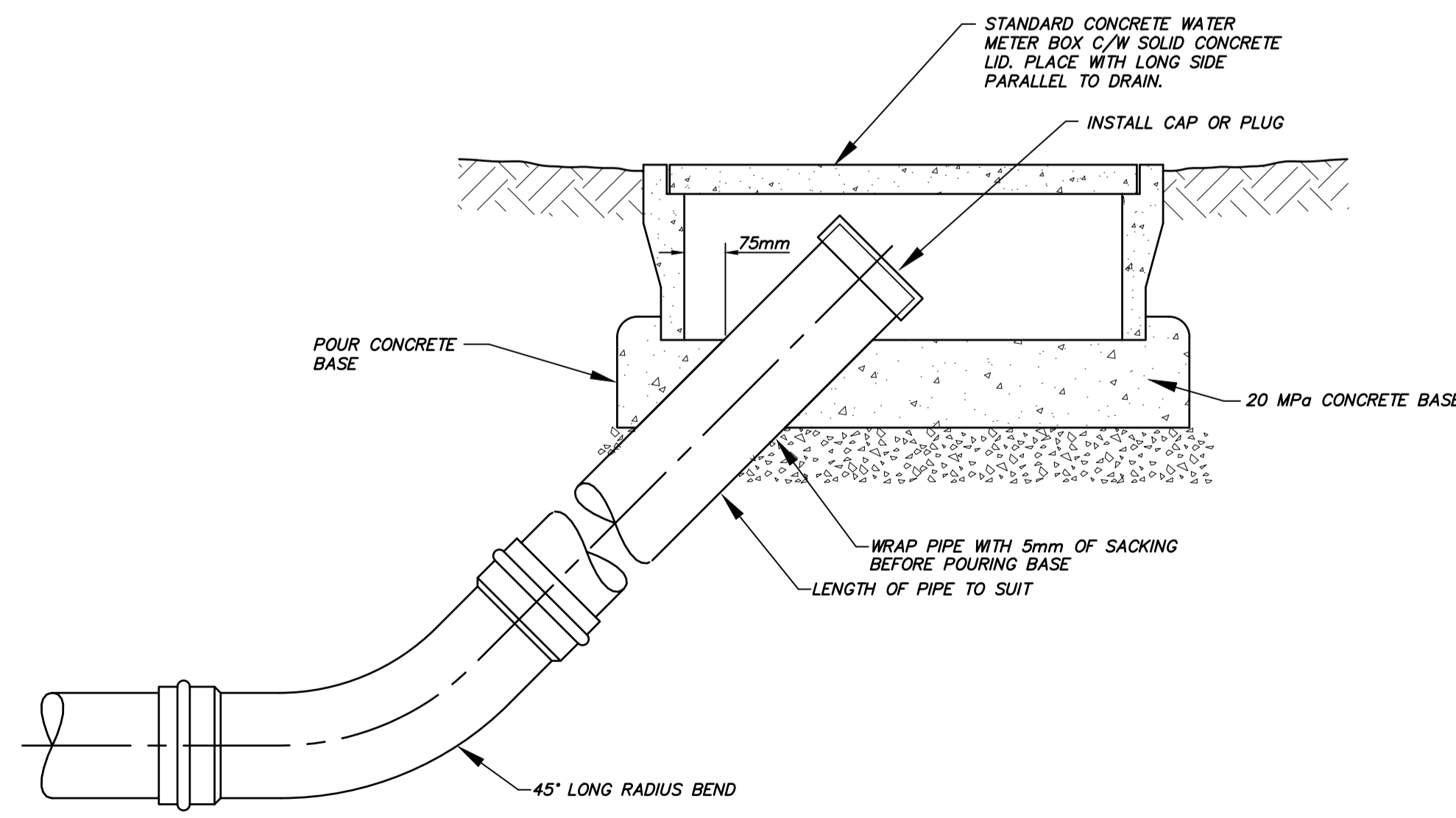
N.T.S.

MORTARED ROCK HEADWALL NOTES:

1. 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 LESS THAN 20% OF THE FACE AREA OF THE WALL AND SHALL BE EVENLY DISTRIBUTED.
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
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 THAN 25mm.
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.

MORTARED ROCK HEADWALL

N.T.S.



100Ø STORM CLEANOUT DETAIL

N.T.S.

RECORD OF REVISIONS

REV	DATE	BY	ENG	DESCRIPTION
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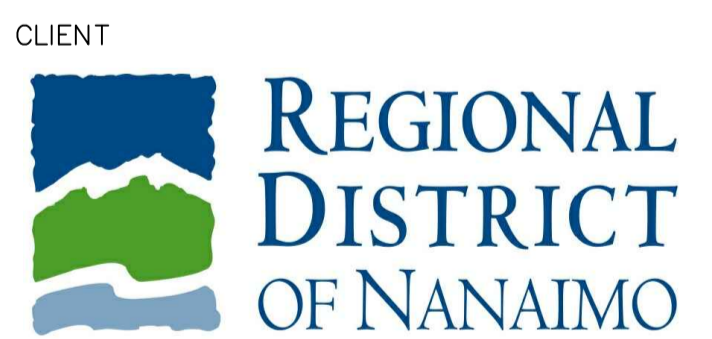
NOT FOR CONSTRUCTION

B	30APR21	BRC	RH	TENDER
A	14APR21	BRC	RH	CLIENT REVIEW
ISS	DATE	BY	ENG	DESCRIPTION

RECORD OF ISSUE



PROJECT NO.	1869
DRAWN	BRC
DESIGNED	BRC
CHECKED	
APPROVED	
DATE	FEBRUARY 2021
SCALE	AS NOTED



PROJECT  
**DUNSMUIR COMMUNITY PARK**

TITLE  
**MISCELLANEOUS DETAILS**

DRAWING No.	REV.	SHEET
1869-05		2/2



**GEOTECHNICAL FIELD REVIEW**

Regional District of Nanaimo (Recreation and Parks Dept.)  
1490 Springhill Road  
Parksville, BC V9P 2T2

File: F5473.01  
Date: February 8, 2018

**ATTENTION:** Ms. Elaine McCullough  
**PROJECT:** DUNSMUIR COMMUNITY PARK, 326 HORNE LAKE ROAD,  
QUALICUM BEACH, BC  
**SUBJECT:** GEOTECHNICAL ASSESSMENT: PARK RENOVATION

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1. As requested, Lewkovich Engineering Associates Ltd. (LEA) has reviewed site conditions at the Dunsmuir Community Park in relation to the planned renovation and expansion of the existing park. The purpose of this memo is to comment on the feasibility of the proposed development. LEA conducted a site visit on February 2, 2018, which entailed a visual assessment of the site topography and testing in six (6) locations of ground consistency using a 1.5m long steel t-bar probe. The following are our observations of the site and comments regarding the planned development.
2. Dunsmuir Community Park is a small community park along Horne Lake Road in Qualicum Beach, BC, consisting of grassed areas in addition to a paved basketball court and tennis court areas. The park is accessed to the rear of a row of residential properties via a grass pathway accessed on the west side of Horne Lake Road between intersecting Whistler and Berkshire Roads. The existing Park grounds are bound by developed land (single family residences) to the south and east, isolated dense thickets of Wild Rose, Himalayan Blackberry, Alder, and grasses to the west, and undeveloped land consisting of moderate to large sized Douglas Fir trees to the north. Photos of conditions at the time of our site visit are included as part of the attachments following the text of this report.
3. We understand the proposed development consists of a renovation and expansion of the existing park facilities, with multiple play areas and recreational courts as well as a parking area as part of the renovation. A plan showing the approximate area of disturbance and plans for the proposed development is attached following the text of this letter. The area of disturbance will expand the total footprint of the developed portion of the park.

Client: Regional District of Nanaimo (Recreation and Parks Dept.)  
Project: 326 Horne Lake Road - Dunsmuir Community Park  
File #: F5473.01  
Date: February 8, 2018  
Page: 2 of 5



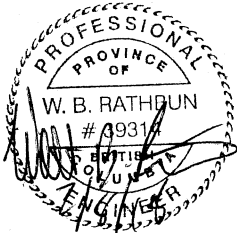
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4. Site topography is predominantly flat along the access path and the area of the existing tennis and basketball courts. A low area or depression (less than 2.0m deep) that appears to pond water seasonally and saturate the soil is located to the west. There was less than 0.5m of standing water in isolated areas immediately to the southwest of the tennis court and to the west of the basketball courts at the time of our assessment following heavy rainfall throughout the previous month of January. The elevation rises further to the west where moderately sized Douglas Fir and Alder trees are mapped in Figure 1 of the attachments. Dense stratum was encountered at depths ranging from 0.43 m to 0.65 m, with an average depth from ground surface of approximately 0.5 m to dense stratum throughout the site.
  5. It is LEA's opinion that the proposed development is feasible from a geotechnical perspective. Stormwater management will need to be a consideration in the design of the park facilities. LEA recommends the following for areas in the disturbance area supporting park facilities:
    - a. Stripping the top 50-60cm of soft surficial soils to reveal dense, naturally deposited soils; and,
    - b. Placement and compaction of freely draining granular material to level and bring the development area up to grade; and,
    - c. Incorporation of one or more French Drains, with positive drainage to the northwest to divert surface water away from the playground structures and paved pathways.
  6. Alternatively, the play courts could be relocated to the eastern extents of the property to reduce the amount of site drainage requirements.
  7. It should be noted that if a paved parking area is being considered, a stormwater detention facility may need to be incorporated into the parking area design. Without proper subgrade preparation and stormwater management practices, stormwaters could inundate a portion of the park facilities, saturate site soils, and/or potentially cause subsidence and cracking of paved structures over the long term.

Client: Regional District of Nanaimo (Recreation and Parks Dept.)  
Project: 326 Horne Lake Road - Dunsmuir Community Park  
File #: F5473.01  
Date: February 8, 2018  
Page: 3 of 5

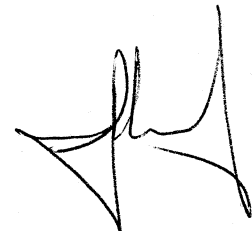


8. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further assistance, please contact us at your convenience.

Respectfully Yours,  
**Lewkowich Engineering Associates Ltd.**



Walter Rathbun, P.Eng.  
Geotechnical Engineer



John Hessels, ASCT  
Senior Technologist

Attachments:

- Three (3) Photos from February 2, 2018 Site Visit
- Figure 1 showing planned development and disturbance outline (provided by RDN Recreation and Parks Dept.)



Client: Regional District of Nanaimo (Recreation and Parks Dept.)  
Project: 326 Horne Lake Road - Dunsmuir Community Park  
File #: F5473.01  
Date: February 8, 2018  
Page: 4 of 5

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**Photo 1: Looking across existing Tennis and basketball courts.**



**Photo 2: Ponded water in southwest corner of tennis courts and dense undergrowth with Alder trees in background.**

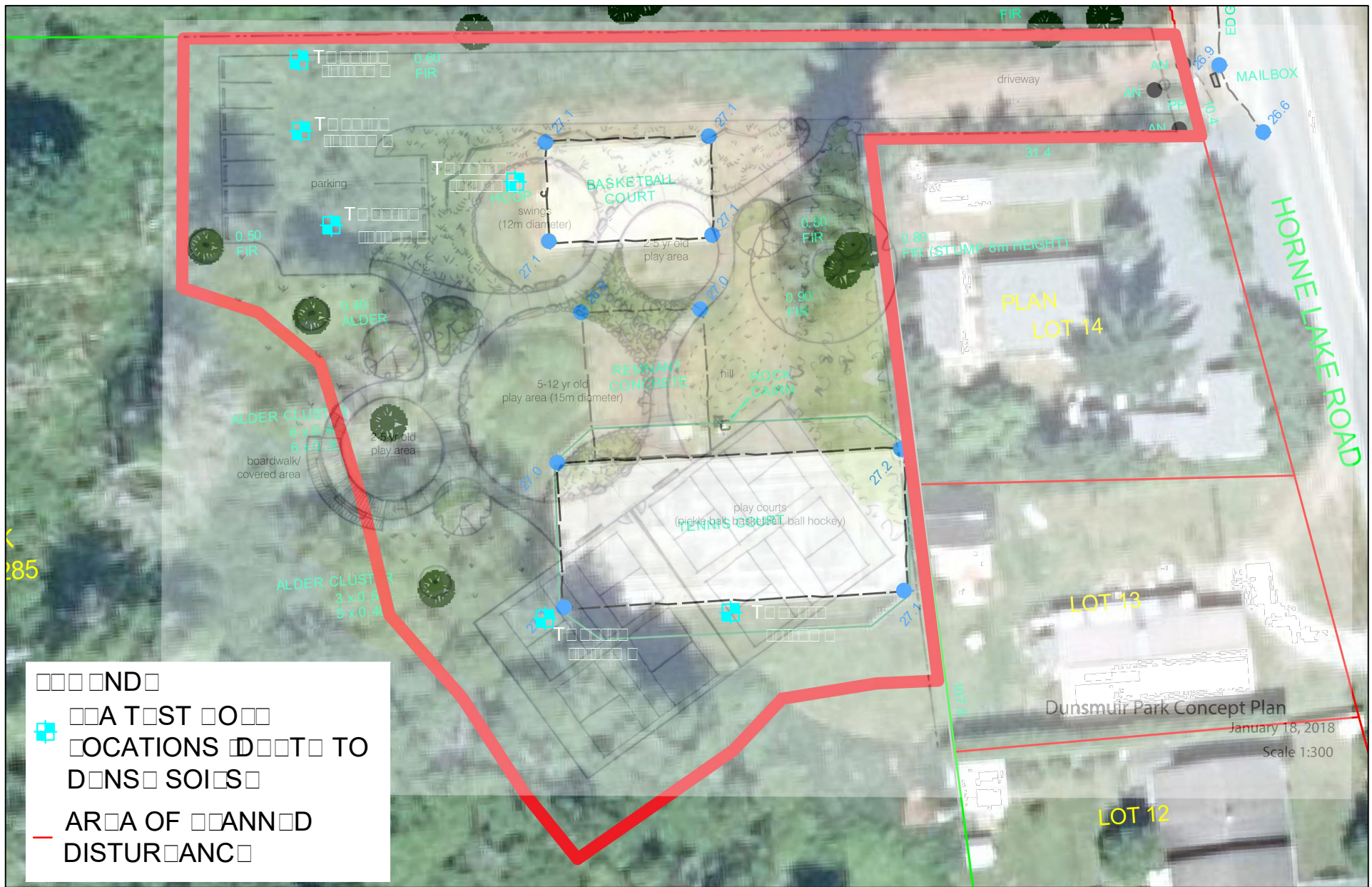
Client: Regional District of Nanaimo (Recreation and Parks Dept.)  
Project: 326 Horne Lake Road - Dunsmuir Community Park  
File #: F5473.01  
Date: February 8, 2018  
Page: 5 of 5

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**Photo 3: Looking towards Douglas Fir from low area west of the basketball courts.**





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Dunsmuir Park Concept Plan  
 January 18, 2018  
 Scale 1:300

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## **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.



**29. Certificate of Completion**

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 possess 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"

## **2.6 GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

Add new Paragraph 3.7.7:

"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 Consultant 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;



(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**