



REQUEST FOR TENDERS No. 21-054

Englishman River Hatchery Pedestrian Bridge Replacement

ISSUED: June 16, 2021

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on July 8, 2021

Submissions and Questions are to be directed to:

Amy Gore
Superintendent of Parks Planning, Research and Development
Telephone: (250) 390-6778
Email: agore@rdn.bc.ca

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

Pre-Bid Site Meeting:

Tenderers are invited to attend a non-mandatory site information meeting on Thursday, June 24, 2021 at 10:00AM. Tenderers will meet RDN staff at the access gate at 246 Allsbrook Road, Parksville, BC and enter the site via personal vehicles. Tenderers must wear steel toed boots, high visibility vest and adhere to all current Public Health requirements.

Tenders will not be opened in public. The RDN will endeavour to post unverified results on the RDN and BC Bid website by 10:00 a.m. the next business day following the closing.



A. Instructions to Bidders

ARTICLE 1: Closing Date/Time/Submission Method

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on July 8, 2021.

Submission Method:

By Email: In PDF format with “21-054 Englishman River Bridges” as the subject line at this electronic address:

agore@rdn.bc.ca

The RDN will not be liable for any technological delays of submissions. Submissions in any other manner will not be accepted.

ARTICLE 2: Pre-Bid Site Visit

Tenderers are invited to attend a non-mandatory site information meeting on Thursday, June 24 at 10:00AM Tenderers will meet RDN staff at the access gate at 246 Allsbrook Road, Parksville, BC and enter the site via personal vehicles. Tenderers must wear steel toed boots, high visibility vest and adhere to all current Public Health requirements.

ARTICLE 3: Amendment to Tenders

Tenders may be amended in writing and sent via email at agore@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Bidder.

ARTICLE 4: Addenda

If the RDN determines that an amendment is required to this Tender, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the Tender. No amendment of any kind is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Bidder to check and ensure all amendments are included prior to submitting their final Tender submission.

ARTICLE 5: Withdrawal of Tenders

The Bidder may withdraw their Tender at any time by submitting a written withdrawal email to agore@rdn.bc.ca on or before the closing.

ARTICLE 6: Document and Site Examination

The Tenderer must carefully examine the Contract Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other 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.



ARTICLE 7: Form of Submission and Signature

The tender should be submitted on the TENDER FORM provided and be executed by an authorized signatory in a position to legally bind their Company.

ARTICLE 8: Bonding

Bonding is not required for this project.

ARTICLE 9: Construction Schedule

The RDN requires this contract substantially completed during the ‘Least Fish Window’ between June 15, 2021 – September 15, 2021.

B. Scope of Services

1. INTRODUCTION

The Regional District of Nanaimo (RDN) invites tenders for the removal and replacement of the Hatchery Bridge in Englishman River Regional Park. The RDN will be responsible for obtaining and paying for any material testing. Please provide the RDN with 24 hours notice for geotechnical testing to confirm bearing capacities have been met.

The work generally includes, but is not limited to:

- Removal and disposal of existing timber pedestrian bridge. Timber components and excavation materials can be disposed of on-site within the old gravel pit, with final location and placement approved by the RDN.
- Supply and installation of concrete work, including pre-cast concrete abutments, concrete footings, and pre-cast ballast walls.
- Supply and installation of clear-span timber bridge with foundations and approaches.

The site is located at 249 Allsbrook Road in Englishman River Regional Park. The site is further described in the tender documents, including the site plan enclosed. The contractor is responsible for visiting the site and making themselves familiar with all aspects of the project, including site access and adjacent uses.

2. SCOPE OF SERVICES

Detailed description of work:

- Coordination and consultation with environmental monitor
- Preparation of a public access plan
- Demolition and disposal of all components of existing bridge
- Supply and install sediment and erosion control measures
- Supply, transport and install pre-cast ballast walls
- Supply, transport and install of concrete footings (pre-cast or cast-in-place)



- Supply, transport and install of interlocking block abutment
- Supply, fabrication, and installation of bridge
- Construction of the approaches
- Supply and installation of signs at bridge
- Site restoration, clean up and demobilization from the site.

Please refer to detailed drawings and specifications from Herold Engineering Ltd. enclosed.

Environmental Factors

An Environmental Protection Plan has been prepared for the site. The contractor must follow the directions in the EPP, including scheduling construction in the least fish window (June 15 – September 15).

Site Access

The hatchery bridge is located along the main park service road, approximately 3.5 km into the park. Site access will be from the vehicle gate at the end of Allsbrook Road. Contractor will be provided with a key for the duration of construction.

Public Access Plan

Englishman River Regional Park is an active public park and public access will need to be controlled throughout the construction period. The contractor must submit a public access plan prior to construction detailing how they will manage park users, without major trail closures. Aspects of the public access plan include, but are not limited to:

- Site signage – proposed location and type of sign
- Public notification – responsibilities
- Public delineation – detour routes, trail closures, work area, access points

3. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Bidders should carefully review this form of Contract. Bidders may (but are not required to) request that RDN consider revising the form of Contract, including the scope of Services. Bidders should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Closing Date and Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

4. GENERAL CONDITIONS

4.1 Acceptance and Rejection of Submissions

This Tender is irrevocable and open for acceptance for a period of thirty (30) calendar days after the closing date for receipt of Tenders. The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Bidder. Within five (5) business days from the date



of acceptance of this Tender the Contractor shall execute a contract with the RDN to perform the described work. The RDN retains the right to correct mathematical errors.

The lowest, or any bid, may not necessarily be accepted. The RDN reserves the right to waive informalities in any Tender and to accept the Tender which it deems most advantageous.

The RDN may reject all Tenders if the lowest Tender which is otherwise proper is higher than the funds budgeted or available for the project or the RDN on reasonable grounds decides that it will not proceed with the project at all.

Awards shall be made on Tenders that will give the greatest value based on quality, service, and price. The RDN may reject the lowest or any bid if 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 within the specified timeframe.

4.2 Conflict of Interest

Bidders shall disclose in their Tender any actual or potential Conflict of Interest it may have with the RDN, its elected officials, appointed officials, or employees.

4.3 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this Tender, other than the RDN Contact named in this document.

4.4 Litigation Clause

The RDN may, in its absolute discretion, reject a Tender submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter, 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 Bidder's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Bidder 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 Bidder.

4.5 Exclusion of Liability

Bidders are solely responsible for their own expenses in preparing and submitting a Tender and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Bidder for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Tender or other activity related to or arising out of this Tender. Except as expressly and specifically permitted in the Tender, no



shall have any claim for compensation of any kind whatsoever, because of participating in this Tender, and by submitting a Tender each Bidder shall be deemed to have agreed that it has no claim.

4.6 Ownership of Tenders

All Tenders, including any attachments and other documentation, submitted to, and accepted by the RDN in response to this Tender become the property of the RDN.

4.7 Freedom of Information

All submissions will be held in confidence by the RDN. 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. The successful vendor and value of the award is routinely released.



TENDER FORM
 21-054 Englishman River Hatchery Pedestrian Bridge
 Page 1 of 3

Date: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

To: Amy Gore, Superintendent of Parks Planning, Research and Development
agore@rdn.bc.ca

Having examined the Project site and all documents including any addenda, we hereby offer to perform the Work in the aforesaid documents for the Contract Price. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes, and duties, and shall represent the cost to the Owner of such charges excluding GST which shall be shown separately.

Pricing Table

Item	Unit of Measure	Quantity	Unit Price	Total Cost
Section 1: General Requirements				
Mobilization/Demobilization	LS	1		
Public Access Plan	LS	1		
Environmental Mitigation	LS	1		
Demolition and disposal of existing bridge	LS	1		
Section 2: Bridge Construction *				
Excavation and disposal of native material	Cu.m	45		
Supply and placement of bridge end fill	Cu.m	45		
Supply and installation of interlocking concrete blocks	LS	1		
Supply and installation of precast concrete ballast walls	LS	1		



Supply and installation of precast concrete footings (OPTION 1)**	LS	1		
Supply and installation of CIP concrete footings (OPTION 2)***	LS	1		
Supply and installation of steel work	LS	1		
Supply and installation of timber elements & hardware	LS	1		
Supply and installation of new signage	Each	2		

*Contractor has the option of specifying pre-cast concrete footings or cast-in-place concrete footings. Please include cost of footings in the appropriate line item below.

**Complete if using pre-cast concrete for the footings otherwise leave blank

***Complete if using CIP concrete for the footings otherwise leave blank

UNIT COSTS ABOVE FOR ANY EXCESS EXCAVATION AND/OR FILL ARE ESTIMATES ONLY FOR TENDER PURPOSES. CONTRACTOR WILL BE PAID ON ACTUALS.

Total Contract Price:

Combined Sections 1 & 2 Price: \$ _____

Goods and Services Tax (GST) \$ _____

Total Price \$ _____



Acceptance:

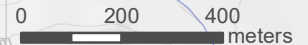
- a) The tender is open to acceptance for a period of thirty (30) calendar days from the date of bid closing.
- b) Submission of this Bid implies acceptance of the existing conditions at the site.
- c) We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.
- d) The Owner reserves the right to waive minor defects or irregularities in the bid.
- e) We agree to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations and have the necessary qualifications and are willing to accept the responsibilities as Prime Contractor for the project.
- f) The successful contractor is to provide their own water, sanitation facilities and power, if required.
- g) We can substantially complete the work within the specified timeframe.

Company: _____

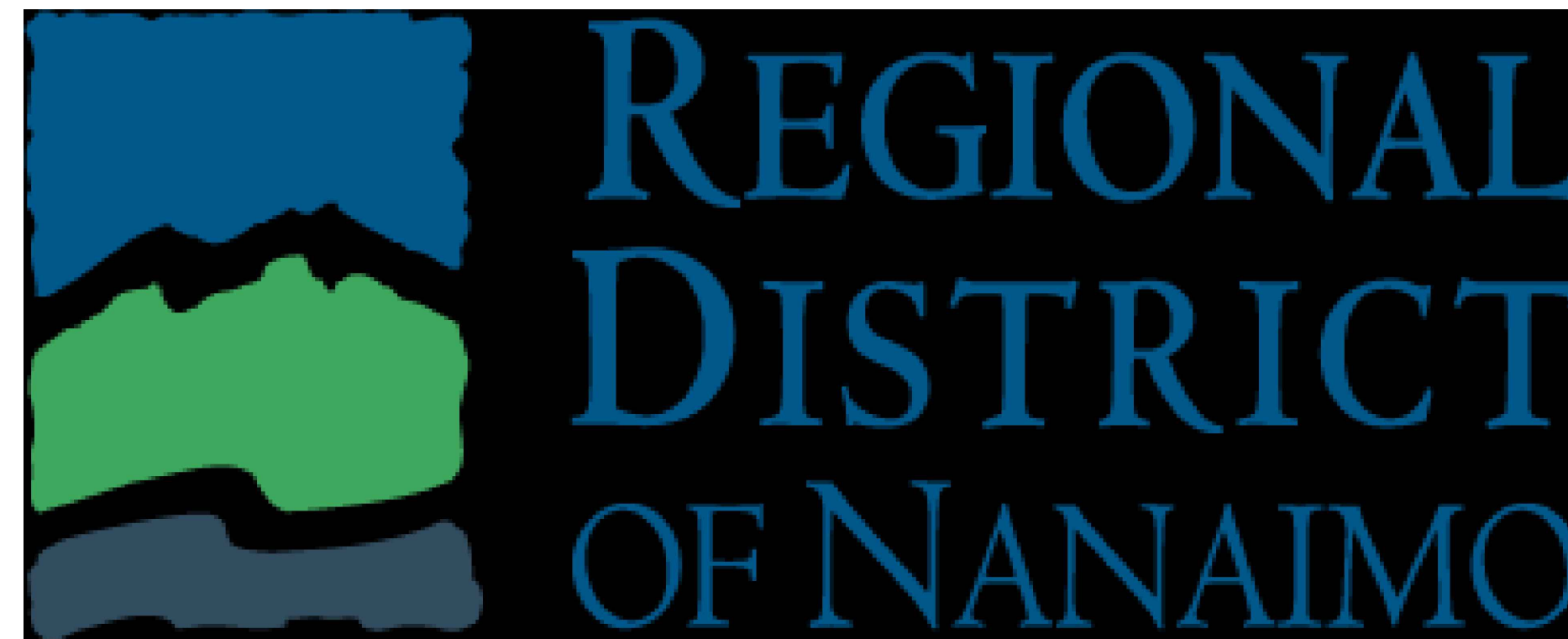
Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

ENGLISHMAN RIVER REGIONAL PARK



-  Parking
-  Pit Toilet
-  Top Bridge Crossing (suspension bridge)
-  Community Hatchery
-  RDN Recreational Trail
-  Gravel Road



ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGES

DRAWING LIST

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>	
0837-080-S00	COVER SHEET AND DRAWING LIST	
0837-080-S01	GENERAL NOTES	
0837-080-S02	GENERAL ARRANGEMENT - BRIDGE 1	
0837-080-S03	GENERAL ARRANGEMENT - BRIDGE 2	NOT INCLUDED IN TENDER
0837-080-S04	PLAN AND ELEVATION - BRIDGE 1	
0837-080-S05	PLAN AND ELEVATION - BRIDGE 2	
0837-080-S06	SECTIONS AND DETAILS	
0837-080-S07	GIRDERS, DIAPHRAGMS AND BRACING	
0837-080-S08	PRECAST BALLAST WALLS AND MISCELLANEOUS DETAILS	

ARCHITECTURAL D 04 - 18 - 18

GENERAL NOTES:

DESIGN BASIS

- DESIGN LOADS:
 - LIVE LOAD:
 - 4.0 kPa UNIFORM LOAD
 - KUBOTA RTV-X900 UTILITY VEHICLE
 - GUARDRAILS:
 - 1.2 KN/m PER CHBDC S6-19
 - NOTE: GUARDRAIL DOES NOT CONFORM TO CAN/CSA S6-19 GEOMETRY REQUIREMENTS PER CLAUSE 12.4.4.2.
 - WIND LOAD: .64 kPa
 - SEISMIC:
 - Sa(0.2)=0.939, Sa(0.5)=0.876, Sa(1.0)=0.527, Sa(2.0)=0.325, Sa(5.0)=0.106, Sa(10.0)=0.038
 - PGA=.417, PGV=.654
 - NO GEOTECHNICAL ASSESSMENT OF SITE HAS BEEN PERFORMED. SITE CLASS "E" ASSUMED.
 - IMPORTANCE CATEGORY: OTHER
 - SEISMIC PERFORMANCE CATEGORY: 3
- READ STRUCTURAL DRAWINGS IN CONJUNCTION WITH ALL OTHER CONTRACT DRAWINGS AND DOCUMENTS. REPORT ANY CONFLICTS TO THE ENGINEER BEFORE COMMENCING WORK.
- VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- THESE DRAWINGS SHOW COMPLETED STRUCTURAL COMPONENTS OF THE BRIDGES. TEMPORARY BRACING AND SHORING TO PERFORM THE WORK SAFELY IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ENVIRONMENTAL WORK PROCEDURES, TIMING, AND SPECIAL PRECAUTIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS AND LIMITATIONS OF THE FEDERAL DEPARTMENT OF FISHERIES AND OCEANS, THE PROVINCIAL MINISTRY OF ENVIRONMENT AND THE REGIONAL DISTRICT OF NANAIMO.
- QUALITY ASSURANCE QUALIFICATION OF CONTRACTOR AND SUPERINTENDENT: THE CONTRACTOR SHALL BE FULLY CONVERSANT WITH ALL SAFETY PROCEDURES AND REGULATIONS RELATING TO CONSTRUCTION, AND SHALL EMPLOY STAGING AND OTHER SAFETY PROVISIONS AS SPECIFIED ELSEWHERE AND REQUIRED BY THE WORKERS COMPENSATION BOARD REGULATIONS.
- ELEVATIONS IN METERS AND DIMENSIONS ARE IN MILLIMETERS, UNLESS OTHERWISE NOTED.
- SURVEY PERFORMED BY HEROLD ENGINEERING LIMITED ON 2019.11.06, AND IS IN LOCAL DATUM.
- NO GEOTECHNICAL DATA HAS BEEN PROVIDED FOR THIS DESIGN - SEE DRAWING FOR PROPOSED BEARING LOADS.
- NO DETERMINATION OF Q200 FLOWS HAS BEEN PERFORMED AS WATER LEVELS IN CHANNEL ARE CONTROLLED BY HATCHERY.
- DESIGN OF RIPRAP OR OTHER EROSION CONTROL MEASURES AT ABUTMENTS IS BY OTHERS.

DEMOLITION

- DEMOLITION OF EXISTING STRUCTURE(S) SHALL BE PERFORMED BY CONTRACTOR PRIOR TO ERECTION OF NEW STRUCTURE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE SITE CONDITIONS AFTER THE EXISTING STRUCTURE(S) ARE DEMOLISHED AND ACCOUNT FOR ANY ADDITIONAL WORK REQUIRED AS A RESULT OF THAT DEMOLITION.

SUBMITTALS

- STRUCTURAL STEEL SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO START OF FABRICATION, FABRICATION MUST NOT COMMENCE PRIOR TO APPROVAL OF THE SHOP DRAWINGS BY THE OWNER'S REPRESENTATIVE.
- PRECAST SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO START OF FABRICATION, FABRICATION MUST NOT COMMENCE PRIOR TO APPROVAL OF THE SHOP DRAWING BY THE OWNER'S REPRESENTATIVE.
- STRUCTURAL STEEL MILL CERTIFICATES AND WELD INSPECTION REPORTS MUST BE SUBMITTED A MINIMUM OF 72 HOURS PRIOR TO TRANSPORTING STEEL COMPONENTS TO SITE, STEEL COMPONENTS MUST NOT BE SHIPPED PRIOR TO APPROVAL OF CERTIFICATES AND REPORT BY OWNER'S REPRESENTATIVE.
- CONCRETE TEST REPORTS MUST BE SUBMITTED A MINIMUM OF 72 HOURS PRIOR TO TRANSPORTING PRECAST COMPONENTS TO SITE, PRECAST COMPONENTS MUST NOT BE SHIPPED PRIOR TO APPROVAL OF THE REPORTS BY OWNER'S REPRESENTATIVE.

FIELD REVIEWS

- THE CONTRACTOR MUST PROVIDE 48 HOURS NOTICE TO THE OWNER'S REPRESENTATIVE FOR THE FOLLOWING REVIEWS TO BE PERFORMED:
 - STRUCTURAL STEEL FABRICATION REVIEW, TO BE PERFORMED ONCE FABRICATION IS SUBSTANTIALLY COMPLETE AND PRIOR TO SHIPPING OF COMPONENTS.
 - PRECAST CONCRETE PRE-POUR REVIEW, TO BE PERFORMED ONCE REINFORCEMENT IS PLACED AND PRIOR TO CASTING OF ITEMS.
 - FINAL INSTALLATION REVIEW, TO BE PERFORMED ONCE MAJORITY OF THE STRUCTURE IS INSTALLED.
- ANY DEFICIENCIES NOTED DURING A FIELD REVIEW MUST BE CORRECTED PRIOR TO THE COMPLETION OF THE AFFECTED STAGE OF WORK.
- ADDITIONAL FIELD REVIEWS MAY BE REQUIRED AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE.

STEEL

- ALL FABRICATED AND MISCELLANEOUS METAL TO MEET CSA G40.21 GRADE 350AT UNLESS NOTED OTHERWISE.
- BOLTED CONNECTIONS BETWEEN STEEL COMPONENTS SHALL UTILIZE ASTM A325 TYPE 3 BOLTS OR GALVANIZED ASTM A325 TYPE 1 BOLTS COMPLETE WITH MATCHING NUTS AND WASHERS, UNLESS OTHERWISE SHOWN ON DRAWINGS.
- FOR OTHER CONNECTIONS BOLTS, NUTS, MALLEABLE IRON WASHERS, LAG SCREWS, ARDOX SPIKES AND NAILS, SHALL BE HOT DIP GALVANIZED FOR EXTERIOR USE. NAILS AND SPIKES TO CONFORM TO CSA B111-1974, S406-92. BOLTS AND NUTS SHALL CONFORM TO ASTM A307.
- WELDING SHALL BE IN ACCORDANCE WITH CSA W59 BY FABRICATORS AND ERECTORS CERTIFIED BY THE CANADIAN WELDING BUREAU TO CSA W47.1 (DIVISION 1 OR DIVISION 2).
- ALL WELDS SHALL BE 6mm FILLET WELD, UNLESS NOTED OTHERWISE.
- FLANGE TO WEB WELDS TO BE CONTINUOUS, UNINTERRUPTED, UNIFORM WELDS FREE OF ABNORMALITIES THAT COULD RESULT IN STRESS CONCENTRATIONS.
- WEB TO FLANGE WELDS SHALL BE MADE BY MACHINE OR AUTOMATIC WELDING USING SUBMERGED ARC WELDING, FLUX CORED ARC WELDING OR METAL CORED ARC WELDING.
- ALL WELD INSPECTIONS ARE TO BE PERFORMED BY A THIRD PARTY COMPANY RETAINED BY THE CONTRACTOR AND CERTIFIED TO CSA W178.2

- WELDING SHALL BE INSPECTED AS FOLLOWS:
 - FILLET WELDS - MAIN GIRDER FABRICATION (SUB-ARC) - VISUAL - 100%
 - FILLET WELDS - OTHER - VISUAL - 25%
 - CP WELDS - RADIOGRAPHIC OR ULTRASONIC - 100%

- ANY FAILURES IDENTIFIED BY INSPECTOR SHALL BE CORRECTED AND RE-INSPECTED AT THE CONTRACTORS EXPENSE.

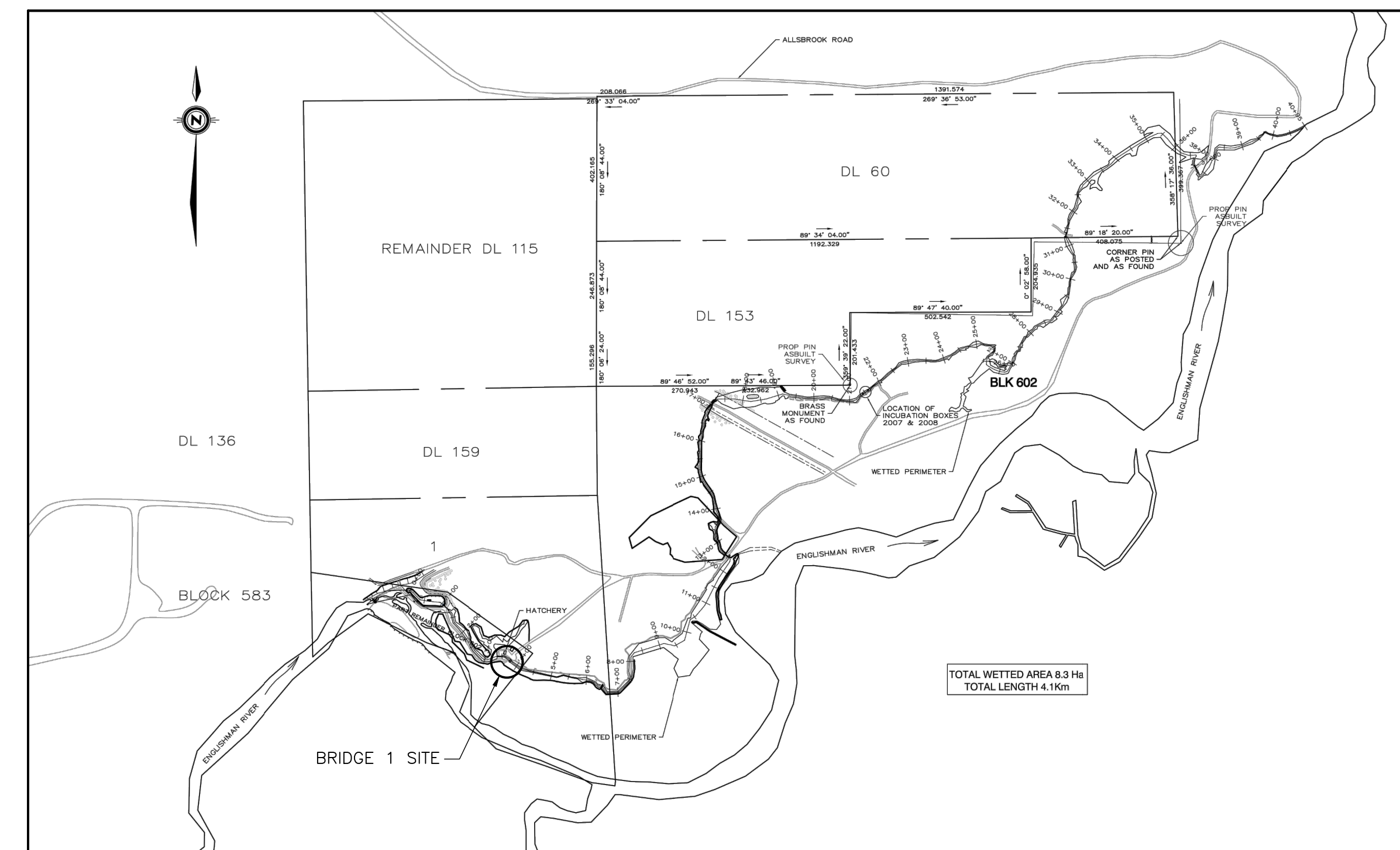
CONCRETE

- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF CAN/CSA A23.1 AND A23.2, LATEST EDITION.

CLASS	28 DAY STRENGTH	MAXIMUM AGGREGATE SIZE	MAXIMUM SLUMP	AIR CONTENT	EXPOSURE
BALLAST WALLS, SPREAD FOOTINGS	35 MPa	20mm	75mm	4% TO 7%	F-2
INTERLOCKING BLOCKS	25 MPa	20mm	75mm	4% TO 7%	F-2

- CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CAN/CSA A23.1 AND A23.2. THE MINIMUM NUMBER OF TESTS PERFORMED SHALL BE AS PER CSA A23.2. ADDITIONAL TESTING SHALL BE PERFORMED AT THE DIRECTION OF THE STRUCTURAL ENGINEER. CONTRACTOR SHALL INCLUDE THE COSTS OF TESTING IN BID AND SHALL RETAIN AN INDEPENDENT TESTING AGENCY, CERTIFIED BY CSA TO DO THE WORK.
- PROVIDE A 20mm CHAMFER ON ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE.
- CONCRETE FINISHES SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1.
- ALL CONCRETE CURING SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1. SPECIAL PRECAUTIONS SHALL BE TAKEN AS NOTED IN CSA A23.1 FOR PLACING AND CURING CONCRETE ABOVE 30° C AND BELOW 5° C.
- MINIMUM CONCRETE COVER TO REINFORCING SHALL BE 50mm, UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO C.S.A. SPECIFICATION G30.18-M, GRADE 400.
- ALL LIFTING POINTS AND ANCHORS ARE TO BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN BRITISH COLUMBIA. DESIGN AND SUPPLY OF LIFTING POINTS AND ANCHORS IS THE RESPONSIBILITY OF THE CONTRACTOR AND ARE TO BE INDICATED ON SHOP DRAWINGS FOR APPROVAL BY THE OWNERS REPRESENTATIVE. LIFTING SHALL BE DONE ONLY BY APPROVED LIFTING ANCHORS.
- THE CONTRACTOR SHALL ENSURE THAT ALL PRECAST MEMBERS ARE CHECKED FOR STRIPPING AND HANDLING STRESSES.
- PRE-CAST CONCRETE SHALL BE IN ACCORDANCE WITH CSA A23.4, LATEST EDITION

- PRECAST CONCRETE INTERLOCKING BLOCKS:
 - MUST BE CAST MONOLITHICALLY WITH NO COLD JOINTS.
 - MUST HAVE A SMOOTH FINISH ON ALL EXPOSED SURFACES IN ACCORDANCE WITH CAN CSA A23.4 SECTION 24.2.5 GRADE A.
 - SIZE: 1500mm LONG x 750mm WIDE x 750mm TALL (NOT INCLUDING SHEAR KEYS). HALF BLOCKS WILL BE 750mm LONG.
 - SHEAR KEYS WILL BE INTEGRAL ON ALL BLOCKS UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS TO BE ± 10mm. ALL EDGES TO BE SQUARE.
 - ALL SURFACES TO BE FLAT WITHIN 3mm.
 - BLOCKS MUST INCORPORATE SUITABLE LIFTING DEVICE.
 - BLOCK EDGES TO BE CHAMFERED.



LIST OF ABBREVIATIONS

ALT	---	ALTERNATE
B/S	---	BOTH SIDES
C/W	---	COMPLETE WITH
CL	---	CENTRE LINE
CLR	---	CLEAR
CIP	---	CAST IN PLACE
CONC	---	CONCRETE
COL	---	COLUMN
CONT	---	CONTINUOUS
CP	---	COMPLETE PENETRATION
DWG	---	DRAWING
E/F	---	EACH FACE
E/S	---	EACH SIDE
ELEV	---	ELEVATION
E/W	---	EACH WAY
FF	---	FAR FACE
GALV	---	GALVANIZED
HORIZ	---	HORIZONTAL
LG	---	LONG
LL	---	LIVE LOAD
LLH	---	LONG LEG HORIZONTAL
LLV	---	LONG LEG VERTICAL
L/W	---	LONG WAY
MAX	---	MAXIMUM
MIN	---	MINIMUM
No	---	NUMBER
NTS	---	NOT TO SCALE
o/c	---	ON CENTRE
OPP	---	OPPOSITE
PL	---	PLATE
PT	---	PRESSURE TREATED
(LUMBER)	---	
REINF	---	REINFORCE(MENT)
STL	---	STEEL
SIM	---	SIMILAR
THK	---	THICK
TYP	---	TYPICAL
U/S	---	UNDERSIDE
UNO	---	UNLESS NOTED OTHERWISE
VERT	---	VERTICAL
WP	---	WORK POINT

ISSUED FOR TENDER

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT	

DRAFTED PHU
DRAFTING REVIEW JMC
DESIGNED MGCS
DESIGN REVIEW CDW

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

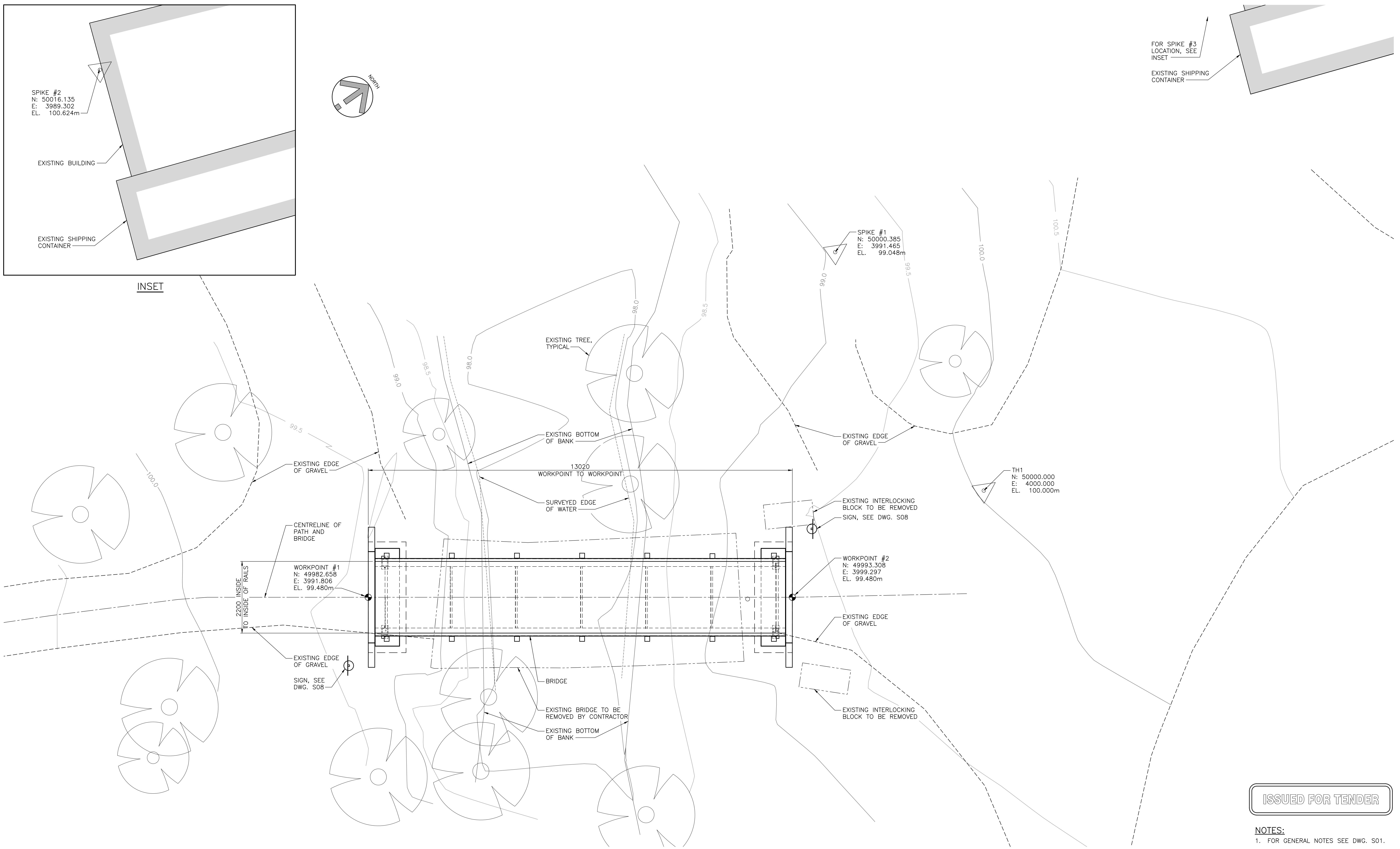
ENGINEERS SEAL
PROFESSIONAL ENGINEER
M.G.G. SEYD
#28013
2021/06/11

GENERAL NOTES

**ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGES
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO**

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE NONE	PERMIT No. N/A
HEL DRAWING No. S01	REVISION C

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ISSUED FOR TENDER

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR

DRAFTED PHU
DRAFTING REVIEW JJMC
DESIGNED MGCS
DESIGN REVIEW CDW

HEROLD ENGINEERING

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

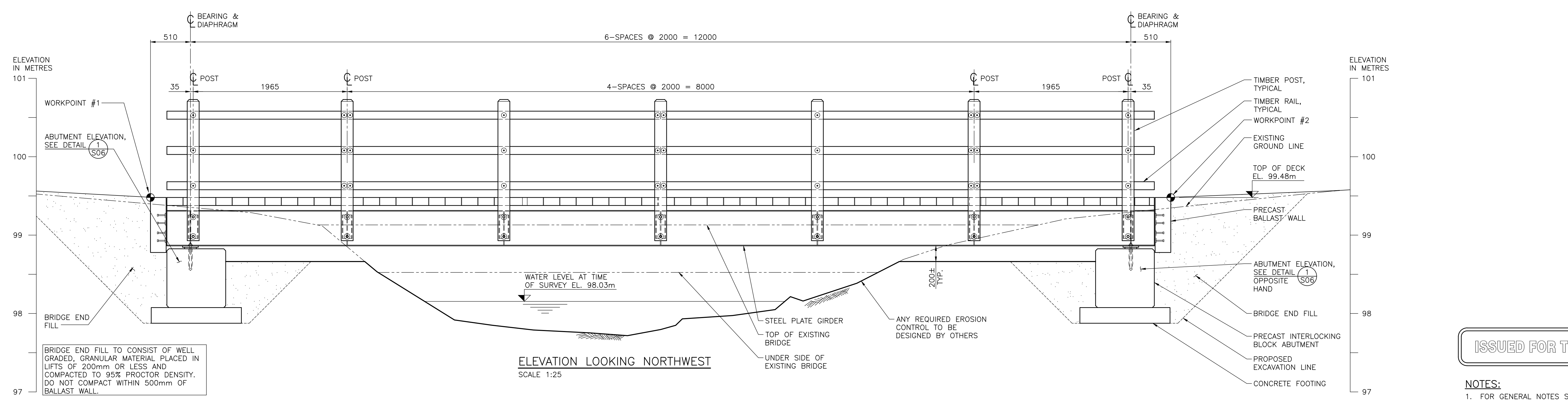
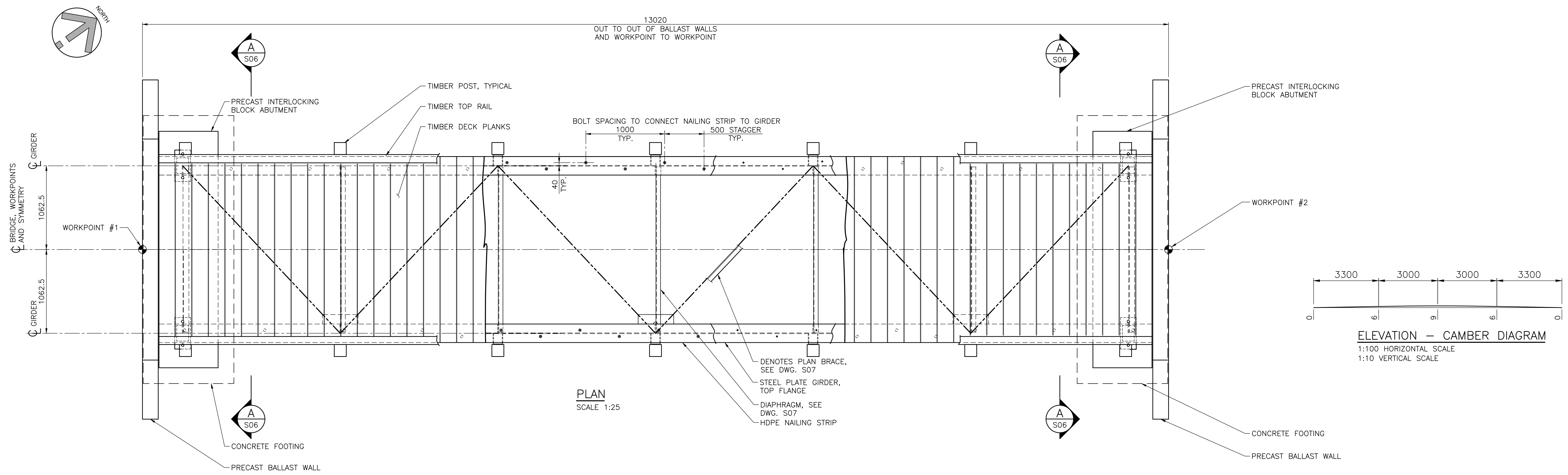
ENGINEERS SEAL

PROFESSIONAL ENGINEER
M.G.G. SEYD
#28013
2021/06/13

GENERAL ARRANGEMENT - BRIDGE 1

ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGES
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE 1:50	PERMIT No. N/A
HEL DRAWING No. S02	REVISION C



ISSUED FOR TENDER

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT

DRAFTED PHU
DRAFTING REVIEW JJMC
DESIGNED MGCS
DESIGN REVIEW CDW

HEROLD ENGINEERING

3701 Shenton Rd, Nanaimo, BC V9T 2H1
Tel: 250-751-8558 Fax: 250-751-8559
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ENGINEERS SEAL

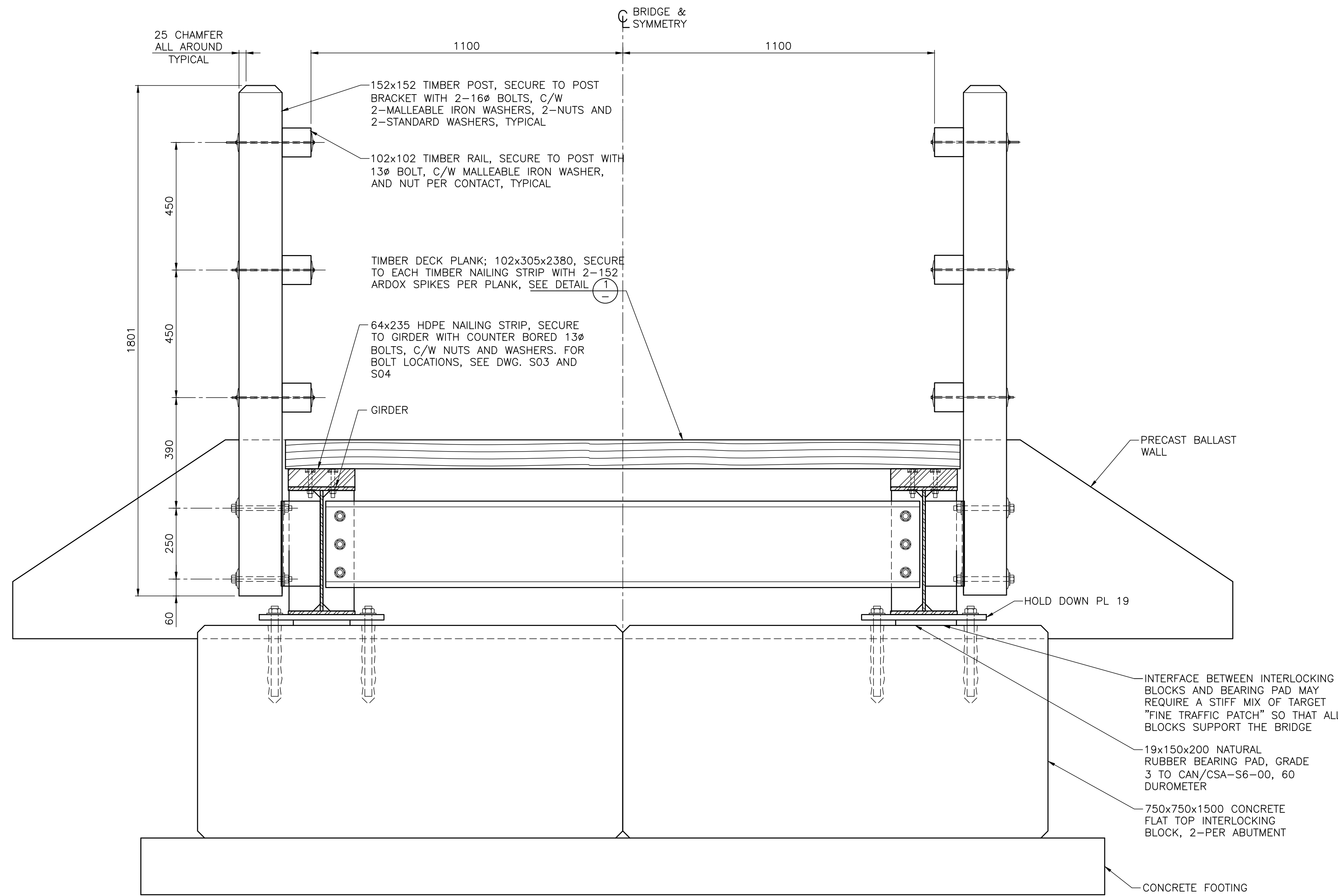
PROFESSIONAL ENGINEER
M.G.G. SEYD
#28013

BRIDGE 1
- PLAN AND
ELEVATION

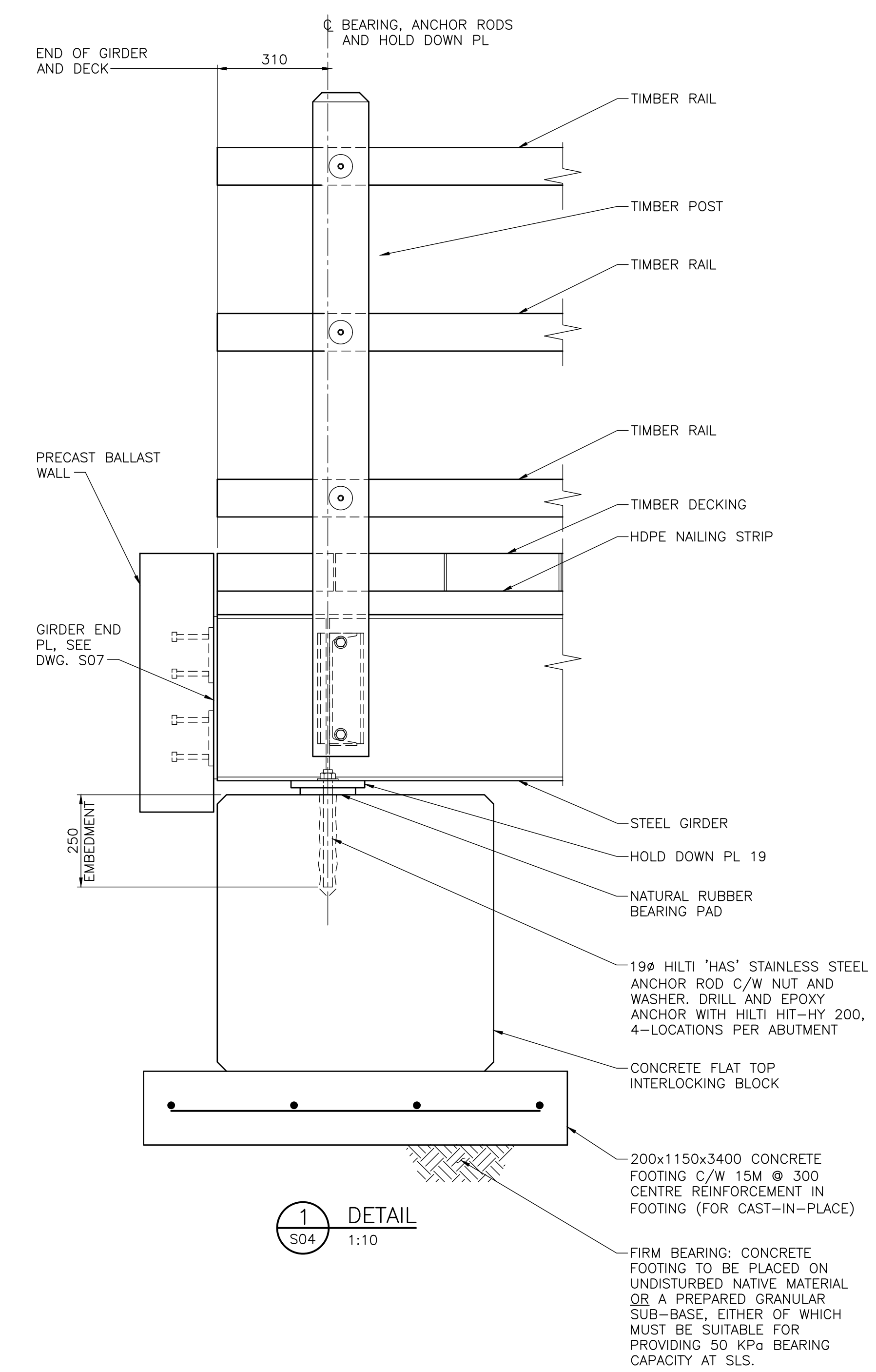
ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGES
PARKVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S04	REVISION C

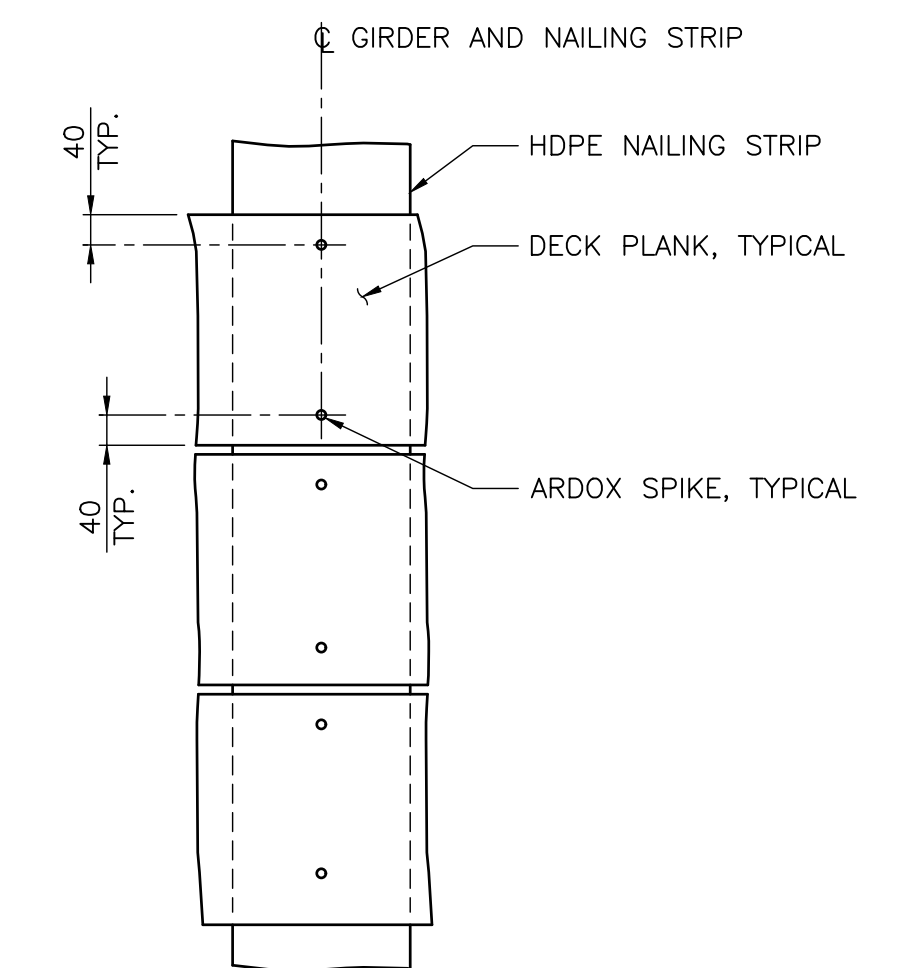
ARCHITECTURAL D 34 - SK
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A SECTION
S04 1:10



1 DETAIL
S04 1:10



1 DETAIL - PLAN
1:10

ISSUED FOR TENDER

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT

DRAFTED PHU
 DRAFTING REVIEW JPMC
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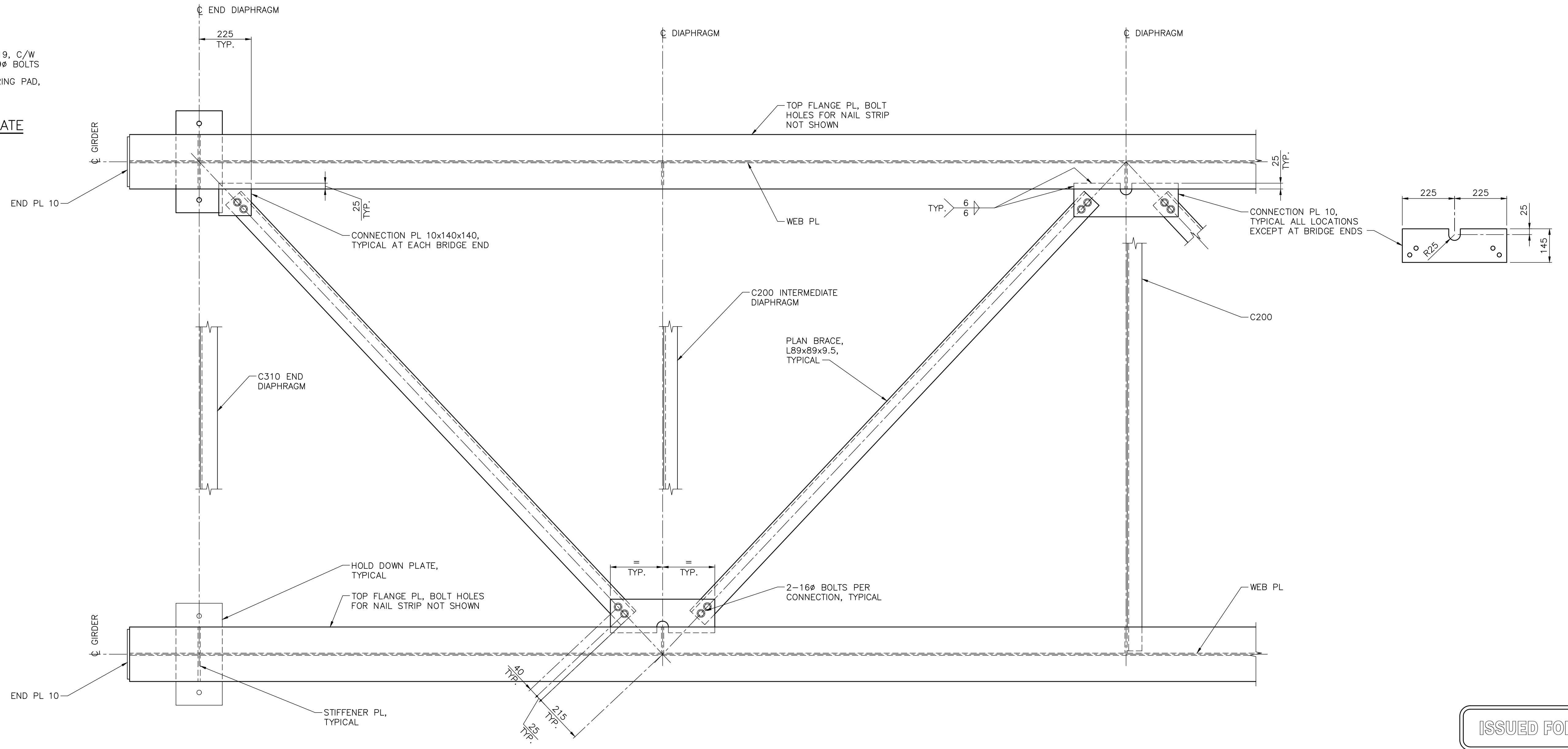
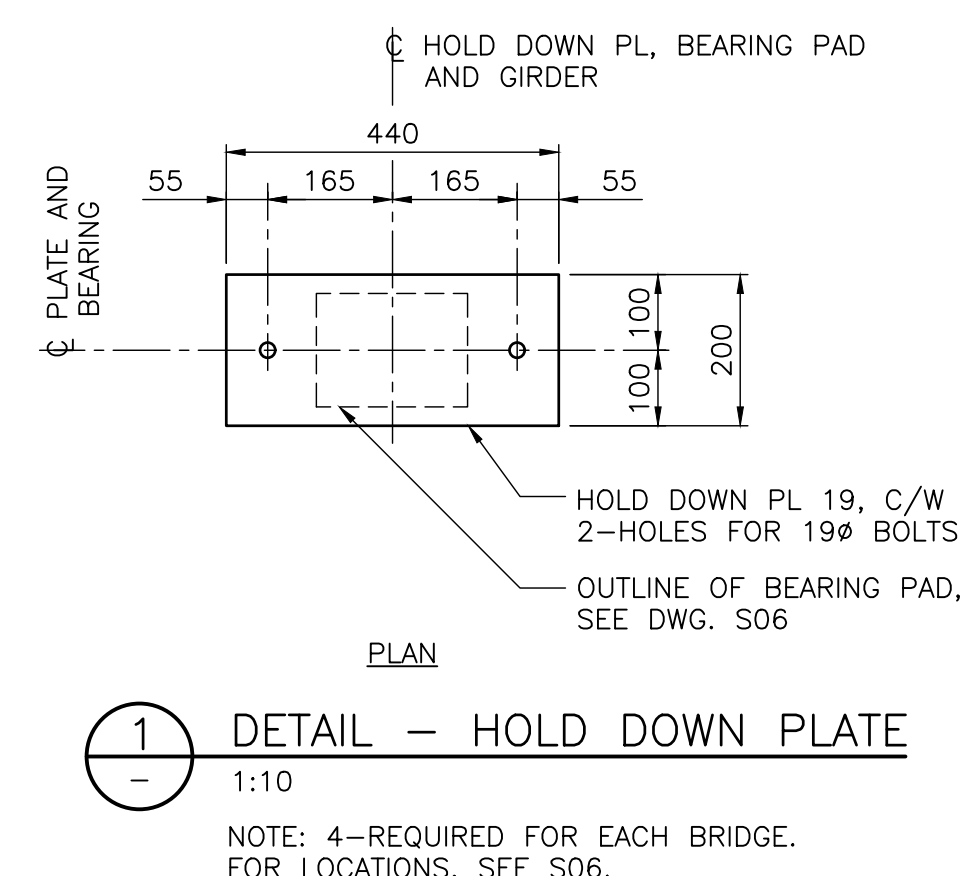
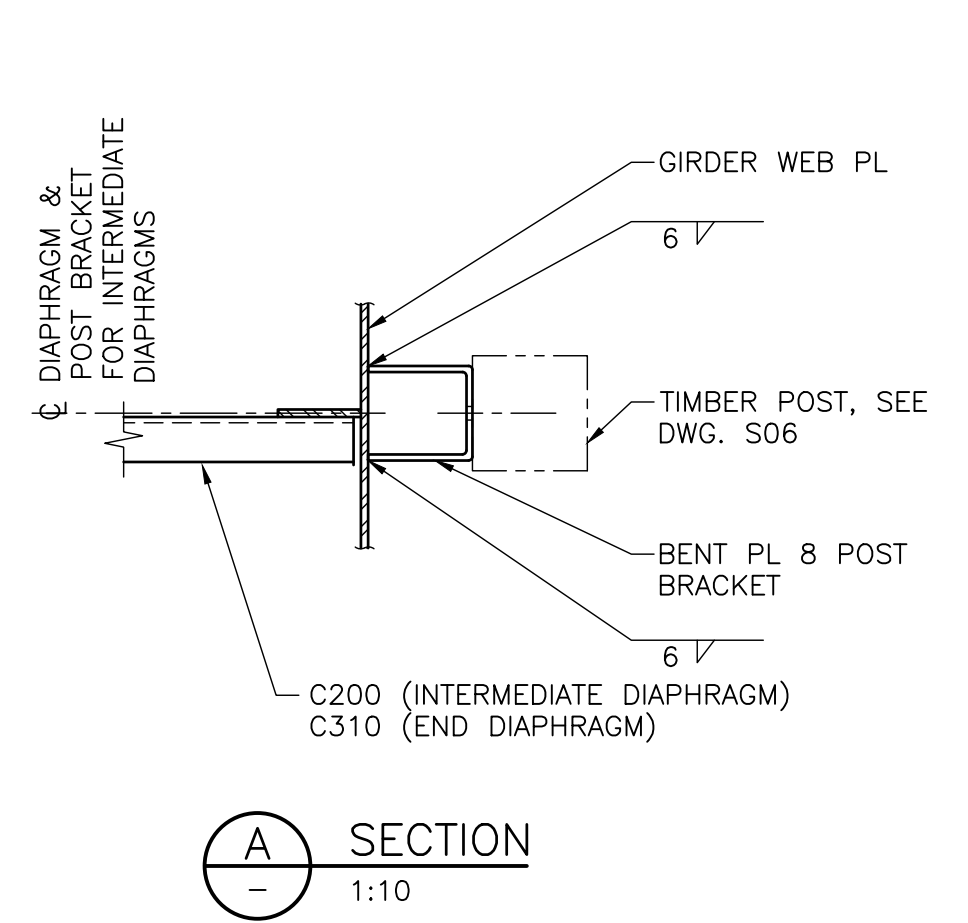
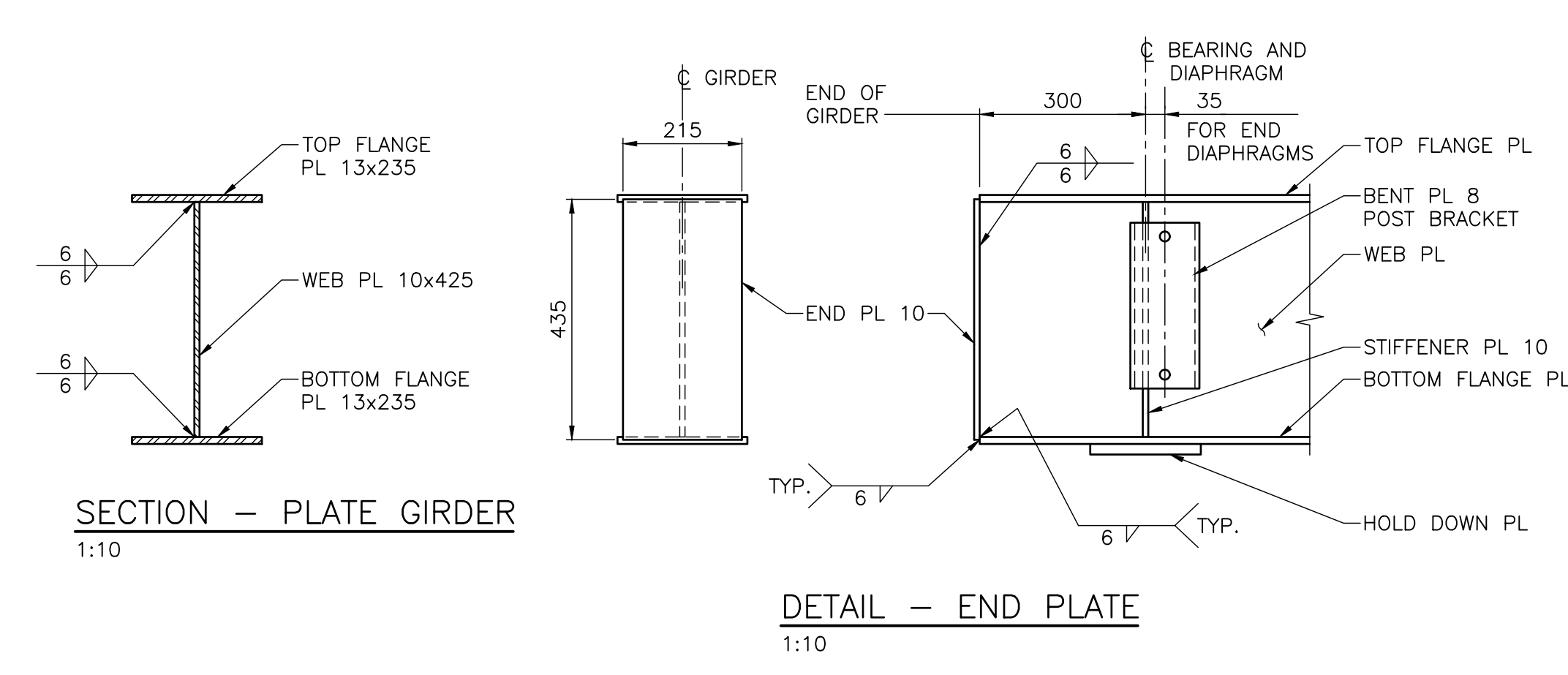
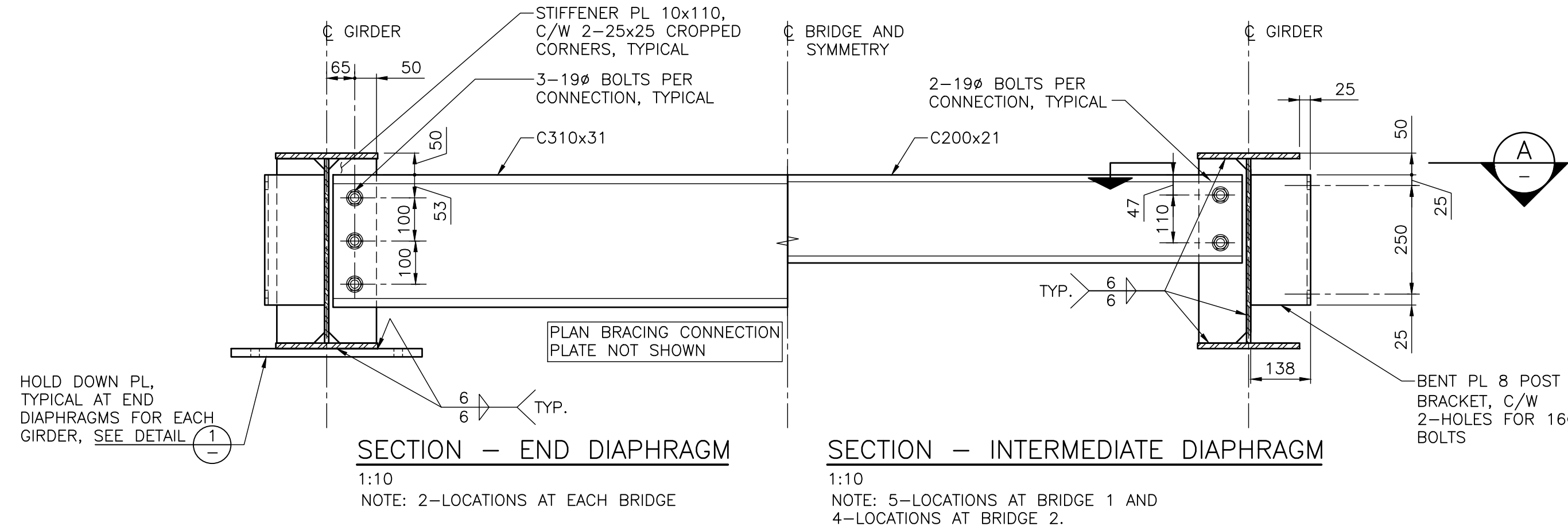
ENGINEERS SEAL
 PROFESSIONAL ENGINEER
 M.G.G. SEYD
 #28013
 2021/06/11

SECTIONS AND DETAILS

**ENGLISHMAN RIVER HATCHERY
 PEDESTRIAN BRIDGES**
 PARKVILLE
 REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S06	REVISION C

DESTROY ALL DRAWINGS SHOWING PREVIOUS REVISION



ISSUED FOR TENDER

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT		
No.	DATE	ISSUED FOR

DRAFTED PHU
DRAFTING REVIEW JJMC
DESIGNED MGCS
DESIGN REVIEW CDW

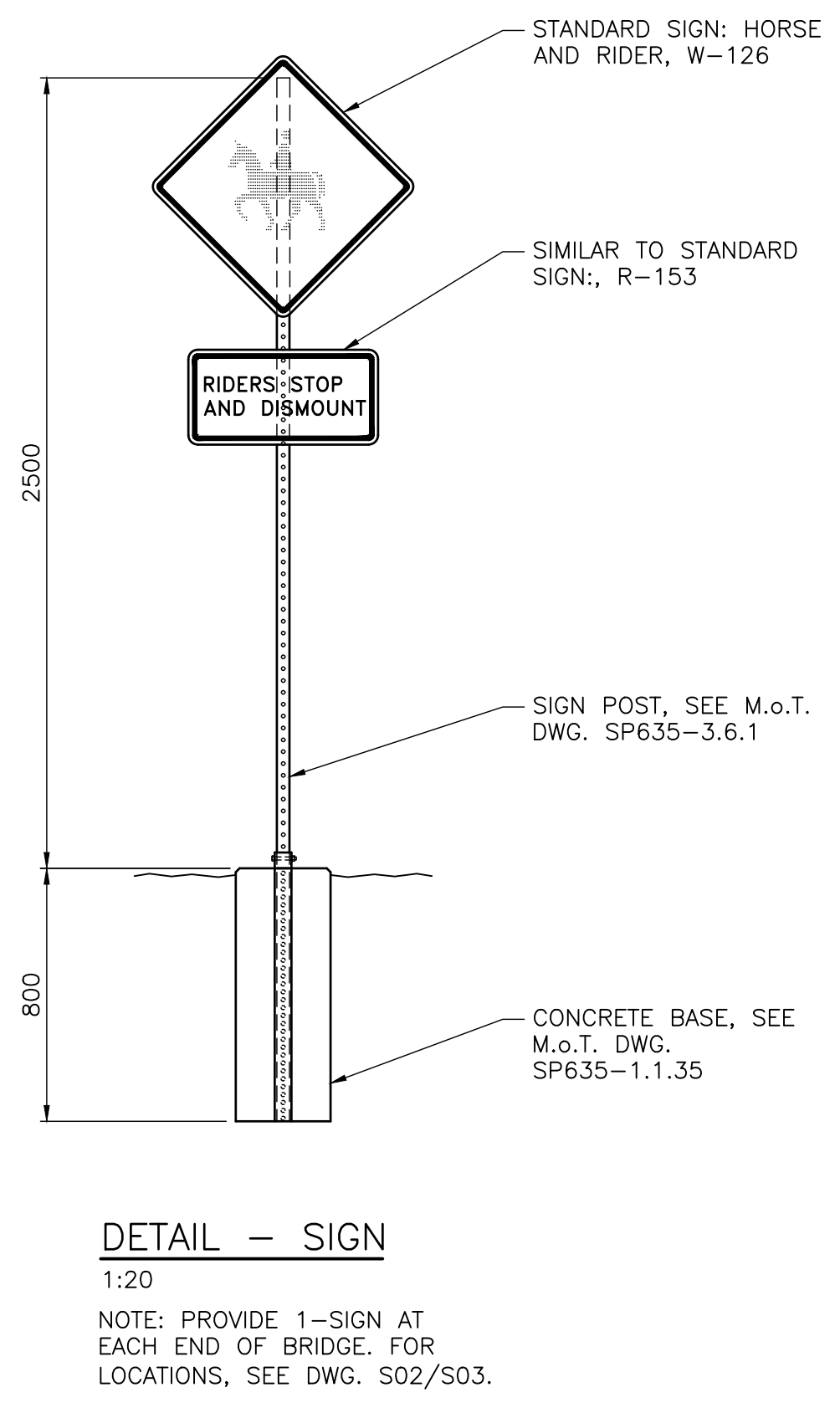
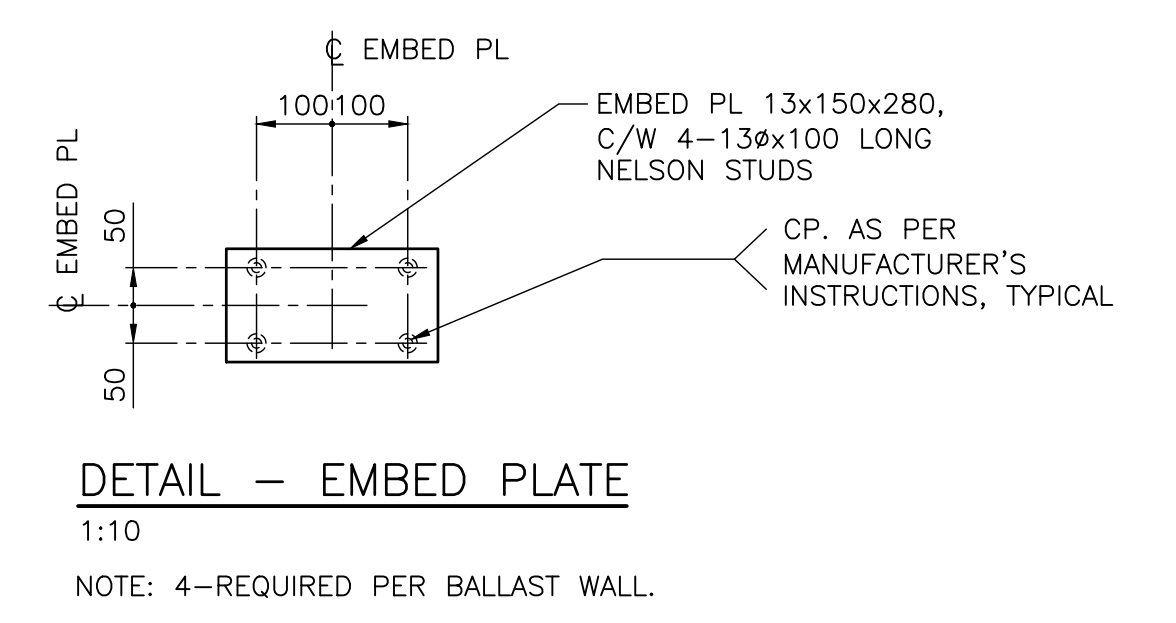
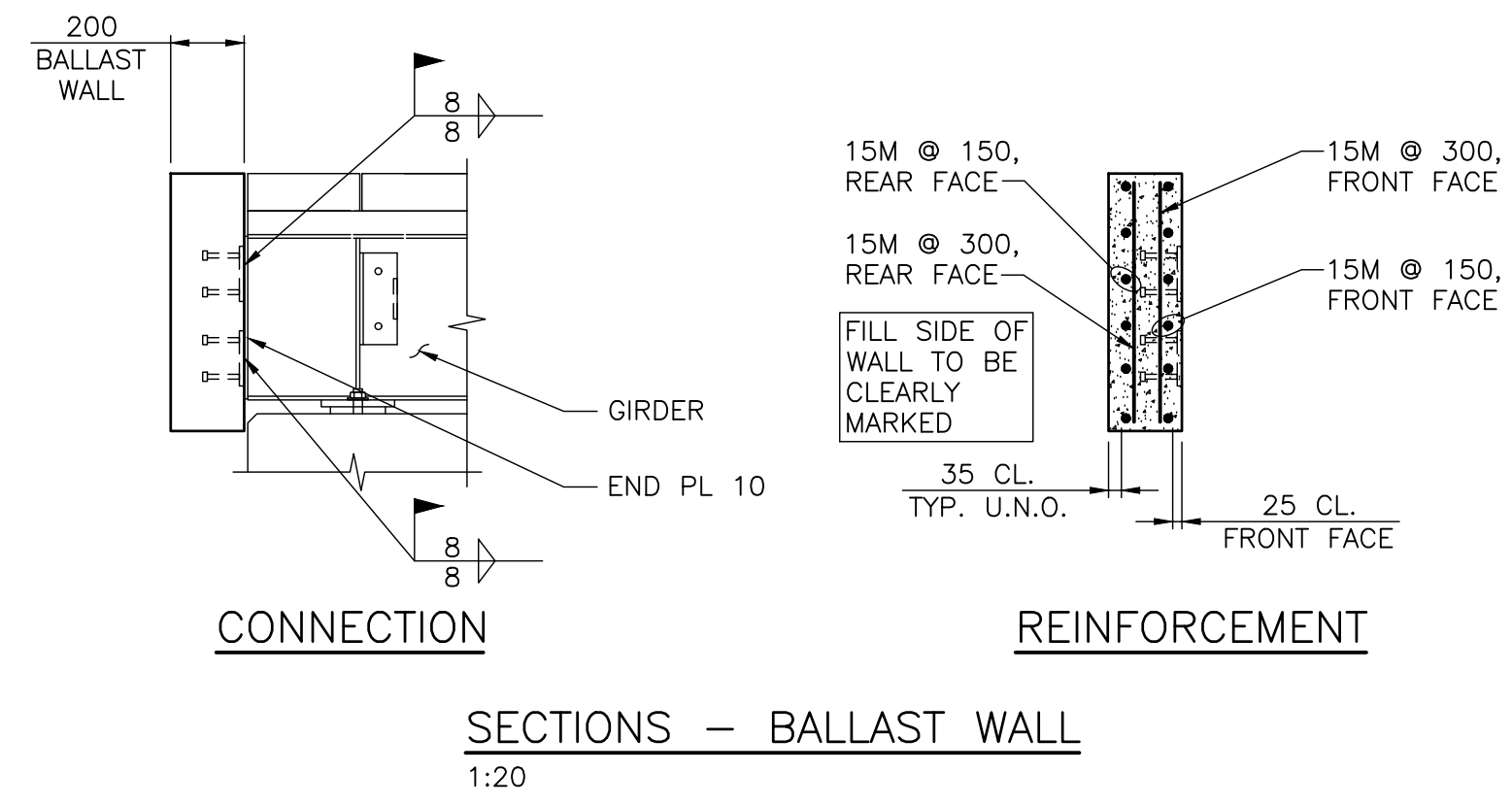
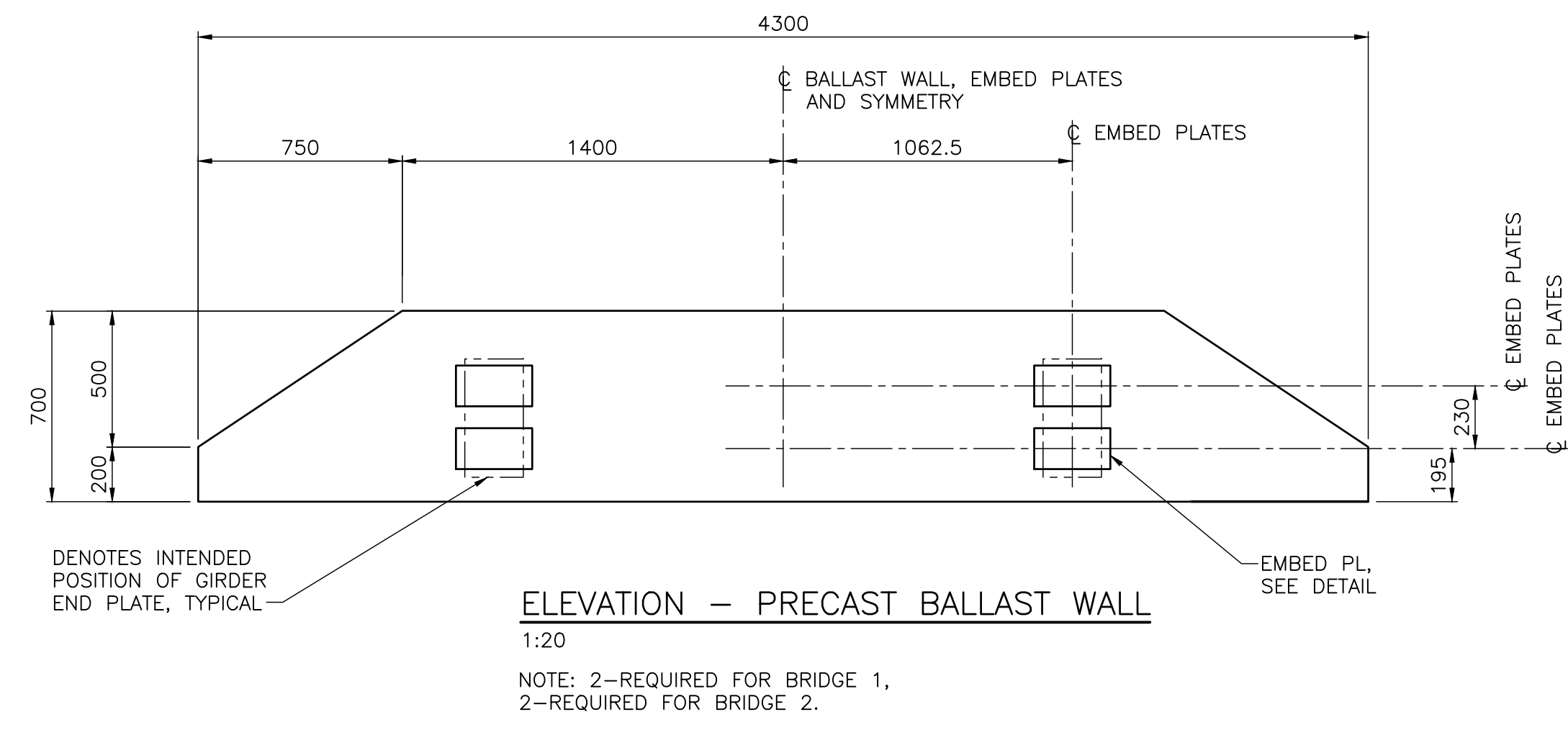
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M.G.G. SEYO
#28013
2021/06/13

GIRDERS, DIAPHRAGMS AND BRACING

ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGES
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S07	REVISION C



ISSUED FOR TENDER

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2021.04.07	CLIENT REVIEW			
B	2021.05.21	CLIENT REVIEW			
C	2021.06.11	TENDER			

SUB CONSULTANT	

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ENGINEERS SEAL

M.G.G. SEYD
#28013
2021/06/13

PRECAST BALLAST WALLS AND MISCELLANEOUS DETAILS

ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGES
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-080	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S08	REVISION C



AQUAPARIAN

Environmental Consulting Ltd.



February 8, 2021

Amy Gore
Regional Parks and Trails Planner, Recreation and Parks
Regional District of Nanaimo
1490 Springhill Road
Parksville BC, V9P 2T2

Via Email: agore@rdn.bc.ca

**RE: ENVIRONMENTAL IMPACT ASSESSMENT
ENGLISHMAN RIVER REGIONAL PARK BRIDGE REPLACEMENT PROJECT
REGIONAL DISTRICT OF NANAIMO**

1.0 INTRODUCTION

Aquaparian Environmental Consulting Ltd. (Aquaparian) was retained by the Regional District of Nanaimo (RDN) to complete an Environmental Impact Assessment and Environmental Protection Plan for the replacement of a pedestrian bridge over the C.W. Young side channel of the Englishman River located near the fish hatchery in Englishman River Regional Park within Electoral Area G of the RDN in Parksville, BC. The subject park parcel is legally identified as the following:

LOT 1 BLOCK 602 NANOOSE DISTRICT PLAN VIP76721 (PID 025900323).

A review of the RDN website identifies the park parcel as being zoned as RM1, B, BL500 and subject to the following Development Permit Areas (DPAs):

- Eagle and Heron Nesting Trees,
- Freshwater and Fish Habitat, and
- Farmland Protection.

A site location map is included as Figure 1 and a selection of site photographs taken by Aquaparian at the time of the site visit is included as Appendix A.

As understood, the existing pedestrian foot bridge requires removal and replacement due to its deteriorating condition. The proposed new bridge is a clear span bridge design. Detailed engineering drawings for the bridge design have been provided by Herold Engineering Ltd and are included with this report as Appendix B. The site access is from the trail system that extends east of the trail head at the end of Middlegate Road.

Impacts to the environment as a result of this project are expected to be short-term and temporary if mitigation measures included in this report and the Environmental Protection Plan (EPP) which is included with this report as Appendix C are implemented. As such, the project is not expected to result in the death of fish or the Harmful Alteration, Disruption or Destruction (HADD) of fish habitat as defined under Section 35 of the new *Fisheries Act* (2019). Based on this determination the project will not require a Fisheries and Oceans Canada (DFO) project review submission.

Clear span bridge stream crossings require that a provincial Notification under the *Water Sustainability Act* (WSA) Section 11 be submitted to the province at least 45 days prior to scheduled work to authorize “works in and around water.” The Notification is to be submitted in the same calendar year as the proposed work. As understood, no in-stream work is required to install the bridge. Aquaparian submitted a Section 11 Approval in association with the proposed bridge. The province has issued an email response and a Terms and Conditions document that the work must comply with.

2.0 PROJECT DESCRIPTION

The existing bridge is a timber pedestrian bridge over a small tributary of the Englishman River. The proposed bridge replacement will first require that gravel fill be scraped off the surface of the existing bridge and the components of the bridge will be disassembled and removed. Two concrete lock blocks on site will be removed as well. A review of the drawing package provided by Herold Engineering Ltd. identifies that the new bridge is a clear span pedestrian bridge measuring 2.2 m x 13 m that will be constructed of timber decking planks, posts and rails on a steel plate girder. The bridge will be supported by precast interlocking concrete abutments (3 per side) on concrete footings that may be either cast in place or pre-cast. The bridge includes precast ballast walls on either side. The site is not expected to require vegetation clearing or tree removal beyond minor pruning of branches or shrubs.

As cost allows, a second wooden bridge located approximately 150 m downstream of the first bridge may be scheduled for removal at the same time. At this time, design plans for the replacement of the second bridge are not known. The existing bridge is a clear span wooden foot bridge that is mostly cleared on either side with embedded logs near the abutments. Vegetation composition is similar to that of the first bridge described above. Vegetation clearing is not expected for removal of this bridge.

3.0 BACKGROUND

The following section provides a general overview of biophysical attributes and land use of the site documented by government databases, crown publications and from Aquaparian's reconnaissance of the site.

3.1 BIOGEOCLIMATIC ZONE

The park parcel is located within the Moist Maritime Coastal Douglas-fir Subzone (CDFmm). The CDFmm is restricted to low elevations along southeast Vancouver Island from Bowser to Victoria, the Gulf Islands south of Cortes Island, and a narrow strip along the Sunshine Coast near Halfmoon Bay. Elevational limits range from sea level to approximately 150m. The CDFmm lies in the rainshadow of the Vancouver Island and Olympic Mountains resulting in warm, dry summers and mild, wet winters. Growing seasons are very long and feature pronounced water deficits on zonal and drier sites. The CDFmm represents the mildest climate in Canada. (*Green and Klinka*).

The CDFmm classification is dominated by Douglas fir (*Pseudotsuga menziesii*), grand fir (*Abies grandis*), and western red cedar (*Thuja plicata*) trees. The understory typically includes salal (*Gaultheria shallon*), dull Oregon-grape (*Mahonia nervosa*), oceanspray (*Holodiscus discolor*) and Oregon beaked moss (*Kindbergia oregana*). Less prominent species include baldhip rose (*Rosa gymnocarpa*), snowberry (*Symphoricarpos albus*), western trumpet honeysuckle (*Lonicera ciliosa*), vanilla leaf (*Achlys triphylla*) and electrified cat's tail moss (*Rhytidiadelphus triquetrus*) (*Green and Klinka, 1994*).

3.2 HABITAT WIZARD

The Englishman River is a ~40 km major fish bearing river system originating on slopes of Mount Arrowsmith and discharging into the Strait of Georgia near Parksville, BC. A review of the provincial Habitat Wizard atlas identifies that the Englishman River (Watershed Code 920-462800) is known to support the following fish species:

- Coho salmon (*Oncorhynchus kisutch*),
- Chum salmon (*O. keta*),
- Pink salmon (*O. gorbuscha*),
- Chinook salmon (*O. tshawytscha*),
- Sockeye salmon (*O. nerka*),
- Residential cutthroat (*O. clarkii*),
- Coastal cutthroat (*O. clarkii clarkii*),
- Rainbow trout (*O. mykiss*),

- Steelhead (*O. mykiss*),
- Coastrange sculpin (*Cottus aleuticus*),
- Prickly sculpin (*C. asper*),
- Three-spined stickleback (*Gasterosteus aculeatus*), and
- Lamprey (general).

The proposed bridge replacement is located on the C.W. side channel which was constructed in 1990 to provide spawning and rearing habitat for coho salmon (Decker *et al.* 2002). It has since been lengthened. There is a coho salmon hatchery located at this site.

3.4 WILDLIFE TREE STEWARDSHIP ATLAS & GREAT BLUE HERON ATLAS

A review of the Wildlife Tree Stewardship Atlas (WiTS) identifies that no mapped bald eagle nests are located within or near the project area. The closest mapped eagle nest is located over 3 km away. No eagle nests were identified in or near the project area during the site visit.

A review of the Great Blue Heron Atlas did not identify any great blue heron nest trees or nest colonies within or near the project area. The nearest mapped heron nest tree is located over 1.5 km away. No heron nests were identified in or near the project area during the site visit.

3.5 BC CONSERVATION DATA CENTRE

Provincially Red-Listed species includes any ecological community, and indigenous species and subspecies that is extirpated, endangered, or threatened in British Columbia. Red-listed species and sub-species may be legally designated as, or may be considered candidates for legal designation as Extirpated, Endangered or Threatened under the *Wildlife Act*. Blue-Listed species include any ecological community, and indigenous species and subspecies considered to be of special concern (formerly vulnerable) in British Columbia.

A search of occurrence records for designated rare or endangered plant and animal species for the study area with the British Columbia Conservation Data Centre (BC CDC) resulted in one record of rare plant species and two records of rare ecological plant communities within or near the subject site. The BC CDC iMap has been included as Figure 2. The mapped occurrences are identified below.

- **Rough-leaved aster (*Eurybia radulina*) (ID 121811); provincially Red-listed**
This vascular plant prefers rocky outcrops in open forested areas and is unlikely to be found near the project location as this habitat is not available where the bridge replacement is planned.

- **Douglas-fir / dull Oregon-grape (*Pseudotsuga menziesii* / *Mahonia nervosa*) ecological community (ID 52633); provincially Red-listed**
This ecosystem consists of young second growth Douglas-fir dominated forest. Due to limited vegetation clearing required for the proposed bridge replacement, no negative impact to this ecological community is expected.
- **Black cottonwood – red alder / salmonberry (*Populus trichocarpa* - *Alnus rubra* / *Rubus spectabilis*) ecological community (ID 80012); provincially Blue-listed**
This ecological community is dominated by shrubby, regenerating forest closely associated with the floodplain of the Englishman River from the mouth of the river to 11 km upstream. Due to limited vegetation clearing for the proposed bridge replacement, no negative impact to this ecological community is expected.

The BC Species and Ecosystems Explorer database is currently undergoing updates and generates a list based on ecoregion or ecosection which erroneously includes some species that may not actually be found on the site or even on Vancouver Island. Improvements to the area search function are ongoing. As such, the species list generated by a search of the region and habitat types has not been included; however, Aquaparian has identified that the following “at-risk” species have a reasonable potential to occur at the study site. These species are discussed briefly below:

American Water Shrew (*Sorex navigator brooksi*): Red-listed

Endemic to Vancouver Island. A relatively rare shrew dependent on suitable aquatic/riparian habitat, found over a large part of Vancouver Island. They are dependent on the presence of high-quality intact riparian systems. They live in a diverse range of stream habitats, from narrow to wide streams, from slow-moving to moderately-fast flowing waters. They are found at low elevations, in a variety of forest types and age classes, as long as the riparian corridor is intact. It is threatened by urbanization in the southeast part of the island and by forestry over much of its range. The C.W Young side channel of the Englishman River may provide suitable habitat to this elusive rodent.

Great blue heron (*Ardea herodias fannini*): Blue-listed

Great blue heron is a large wading bird residing along the Pacific coast from southeastern Alaska south to Washington. Nests are colonially in tall Sitka spruce, western red cedar, western hemlock, pine, red alder, big leaf maple and black cottonwood. Isolation from disturbance appears to be an important factor in nest site selection. Foraging habitat includes aquatic areas generally less than 0.5 m deep, such as: marine intertidal areas, estuaries, riparian areas, wetlands, freshwater lakes, and muskegs. These areas are generally within 5 km of the nest site, although some areas have been identified up to 33 km away. (BC CDC). The

mature trees within the park and foraging areas along the river may provide suitable habitat for this species; however, no heron nesting trees were identified in or near the project site.

Northern red-legged frog (*Rana aurora*): Blue-listed

Range extends from southwestern British Columbia, including Vancouver Island in Canada, south along the coast of the United States. Red-legged Frogs have been observed in a variety of aquatic and terrestrial habitats typically at elevations below 500 m. They breed in shallow, littoral zones of lakes, temporary and permanent pools and wetlands, and bogs and fens regardless of size but in close proximity to forest; tadpoles associate with benthic habitats. Lotic habitats with little to no flow may be utilized by red-legged frogs, and riparian areas are important for newly metamorphosed froglets. Outside of the breeding season, red-legged frogs utilize shady cool forests as “core” habitat and primarily utilize all forest and woodland types, but individuals are occasionally found in more open and rural areas such as shrubland/chaparral, cropland/hedgerow, old fields, and suburban/orchard (*BC CDC January 2015*). The wetland pond just upstream of the project area may provide suitable habitat for this species. The typical amphibian breeding season is between late February to early April. The bridge replacement works are not expected to impact this species.

Wandering Salamander (*Aneides vagrans*): Blue-listed

This terrestrial salamander species has a widespread occurrence on Vancouver Island, including remote areas. The species can be found in moist coniferous forests and forest edges. Logs are the primary microhabitat in spring, summer and fall on Vancouver Island. They lay eggs in cavities in rotten logs, in rock crevices, under bark or among vegetation. This salamander feeds on small arthropods and is inactive in cold temperatures and hot, dry weather (*BC CDC*). The terrestrial habitat within the property is suitable for this species; much large woody debris is available along the forest floor of this moist site. The small scale bridge replacement is not expected to have a negative impact on this species.

Pacific Sideband Snail (*Monadenia fidelis*): Blue-listed

These snails are found all around the Georgia Basin, north to Growler Cove, West Cracroft Island and Broughton Archipelago. In deciduous, mixed or coniferous forests generally (i.e. fir, cedar, big-leaf maple and alders), but also sometimes in open woods and grassy places, such as Garry Oak (*Quercus garryana*) meadows and seashore sand spits. It is predominantly a species of the coastal lowlands. Adult snails are most often encountered in spring when crawling in the open on the ground or climbing up the trunks of shrubs and trees (*BC CDC*). The moist mixed canopy environment within the property may provide suitable habitat for this species. The small scale bridge replacement is not expected to negatively impact this species or its habitat.

4.0 SITE DESCRIPTION

Aquaparian completed a site assessment of the project area February 8, 2021. Aquaparian accessed the site from Allsbrook Trail off the east end of Middlebrook Road. The trails are wide and well-used so access to the site for the bridge replacement is not expected to require the removal of vegetation or to cause negative impacts to the trail system or habitat along the trail system.

The existing 8.6 m x 4.3 m timber decking bridge is located by the hatchery building just downstream of a wetland pond with a beaver dam located approximately 15 m upstream beside a small step-pool section of channel. The side channel width was measured to be 5.5 m across at the location of the bridge and had a depth of ~0.3 m at the time of the assessment. Stream bed substrate at the bridge location is comprised of cobble (60%), gravel (30%) and boulders (10%). Banks have a moderate slope and are 0.5 – 1.0 m high. The left bank is lower and has a more gradual slope.

Riparian vegetation along the stream banks is comprised of a canopy of red alder (*Alnus rubra*) with black cottonwood, bigleaf maple (*Acer macrophyllum*) and western red cedar (*Thuja plicata*) with an understory of sword fern (*Polystichum munitum*), salmonberry (*Rubus spectabilis*), trailing blackberry (*Rubus ursinus*) and moss species.

Two large concrete lock blocks were observed on the northwest side of the bridge. The area surrounding both ends of the existing bridge is mostly cleared and dominated by established trail.

5.0 IMPACT ASSESSMENT

Potential impacts include soil disturbance / excavation for bridge abutment installation with potential risk of sedimentation to the Englishman River and risk of accidental spills and/or deleterious substances being released to the watercourse. At the time of writing this report, it is unknown if concrete pouring is planned, but measures to mitigate concrete pouring have been included in the EPP in the event that it is required. No trees are to be removed for this project and a limited amount of vegetation (shrub and terrestrial) pruning or minor clearing may be necessary. As the areas surrounding the bridge are cleared and dominated by well-used trail, little to no habitat loss is expected as a result of the bridge replacement. Preservation of water quality during the construction works is the primary concern.

6.0 GENERAL RECOMMENDATIONS

- If it is necessary to remove vegetation it should be completed outside the songbird nesting season (March 15 - August 15) or, if in the nesting season as close to the end as possible (after July 15th) following an assessment for nesting activity by a qualified nest surveyor. Though no trees are scheduled for removal, nesting can occur on the ground or low amongst the understory vegetation.
- Complete site preparation (including any vegetation removal) during the dry season, or minimal rain forecast. No sediment is to be allowed to migrate into the stream. If heavy rain is forecast, install silt fencing along the work area to prevent sedimentation down the ravine slope. The disturbance areas around the bridge should be mulched or vegetated as soon as possible to prevent surface erosion.
- Due to proximity to a fish bearing stream, all work must be completed within the “least fish window” June 15 – September 15 as per the Ministry of Forests, Lands and Natural Resource Operations, WSA Section 11 Terms and Condition and an Environmental Monitor (Aquaparian) must be on site for all works that have the potential to impact the stream.
- Additional recommendations are included in the attached Environmental Protection Plan which is to be provided to the construction contractor for review prior to carrying out the work. A copy of the EPP and Section 11 Notification is to be kept on site by the construction contractor.

7.0 CONCLUSION

Aquaparian was retained by the RDN to complete an Environmental Impact Assessment for the proposed replacement of a small pedestrian bridge located along the C.W. Young side channel of the Englishman River in the Englishman River Regional Park located in Parksville, BC.

Based on findings in this EIA, it is Aquaparian’s professional opinion that, if all mitigation measures outlined in this report and the EPP are followed, the proposed bridge replacement is not expected to have any lasting negative impacts on wildlife, wildlife habitat, fish or fish habitat. Because the work will occur around a stream, a Section 11 *Water Sustainability Act* Notification has been filed by Aquaparian on behalf of the RDN.

8.0 CLOSURE

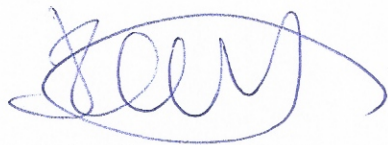
This report has been completed in accordance with generally accepted biological practices and is based on site assessments, previous studies, background information from government databases and regulations current as of the time of writing this report. Anticipated impacts are based on the proposed development plan appended to this report provided by the client at the time of writing this report. If the design changes, Aquaparian is to be provided an opportunity to assess the proposed changes and revise the report accordingly. No other warranty is made, either expressed or implied.

Aquaparian trusts that the information provided in this report meets your requirements. Any questions regarding information provided in this document, please contact the undersigned at (250) 591-2258.

Respectfully submitted,

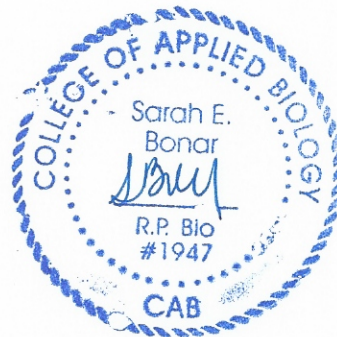
AQUAPARIAN ENVIRONMENTAL CONSULTING LTD.

Prepared by:



Jeni Rowell, B.Sc., BIT
Biologist-in-Training

Reviewed by:



Sarah Bonar, B.Sc. R.P.Bio
Senior Project Biologist / Principal

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203-321 Wallace, Nanaimo, BC V9R 5B6

SARAH BONAR 250-714-8446 CHRIS ZAMORA 250-714-8864

8.0 REFERENCES

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Regional District of Nanaimo website: <https://www.rdn.bc.ca/>. Accessed February 7, 2021.

FIGURE 1
SITE LOCATION MAP

FIGURE 1A &1B - SITE LOCATION MAP

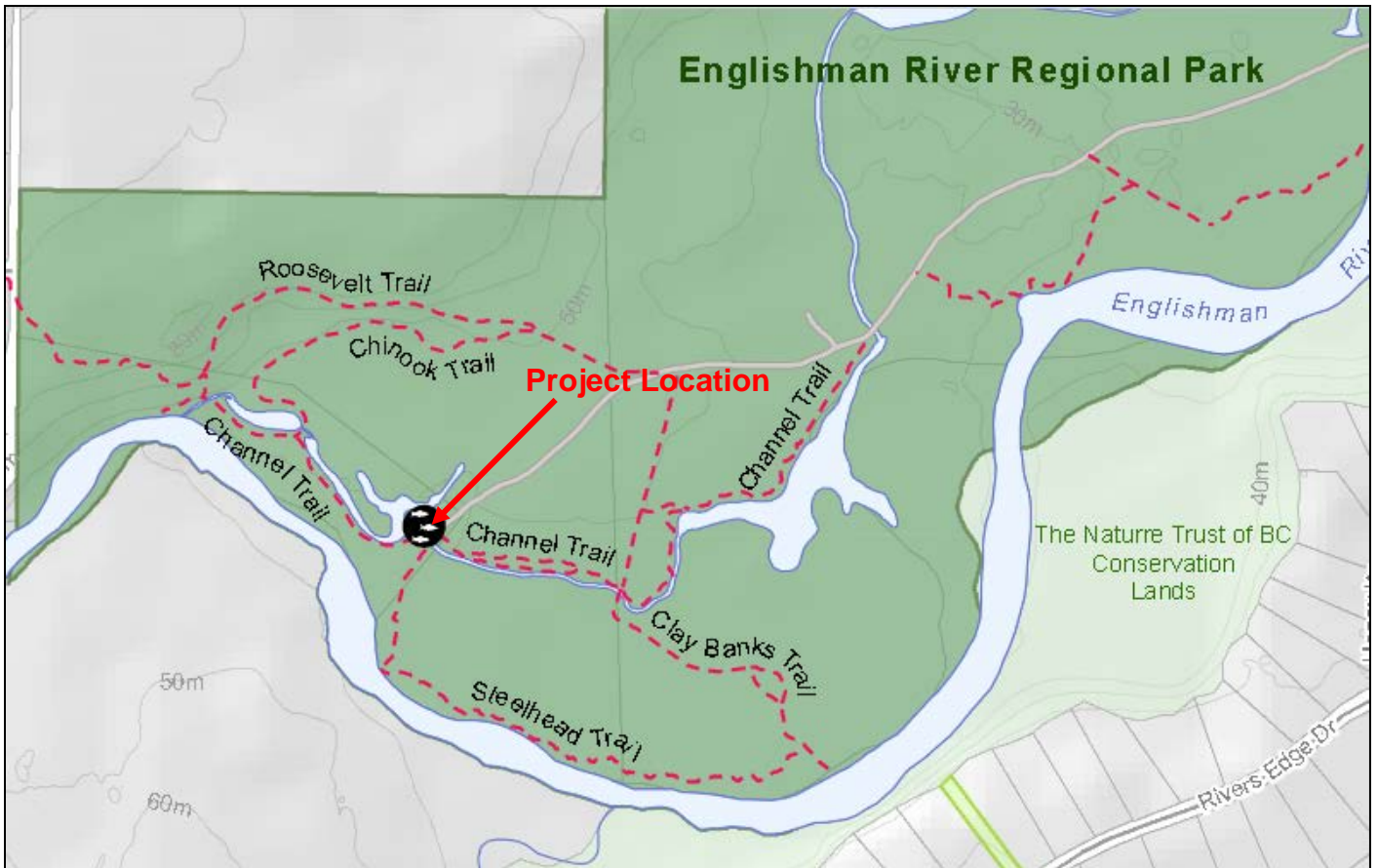
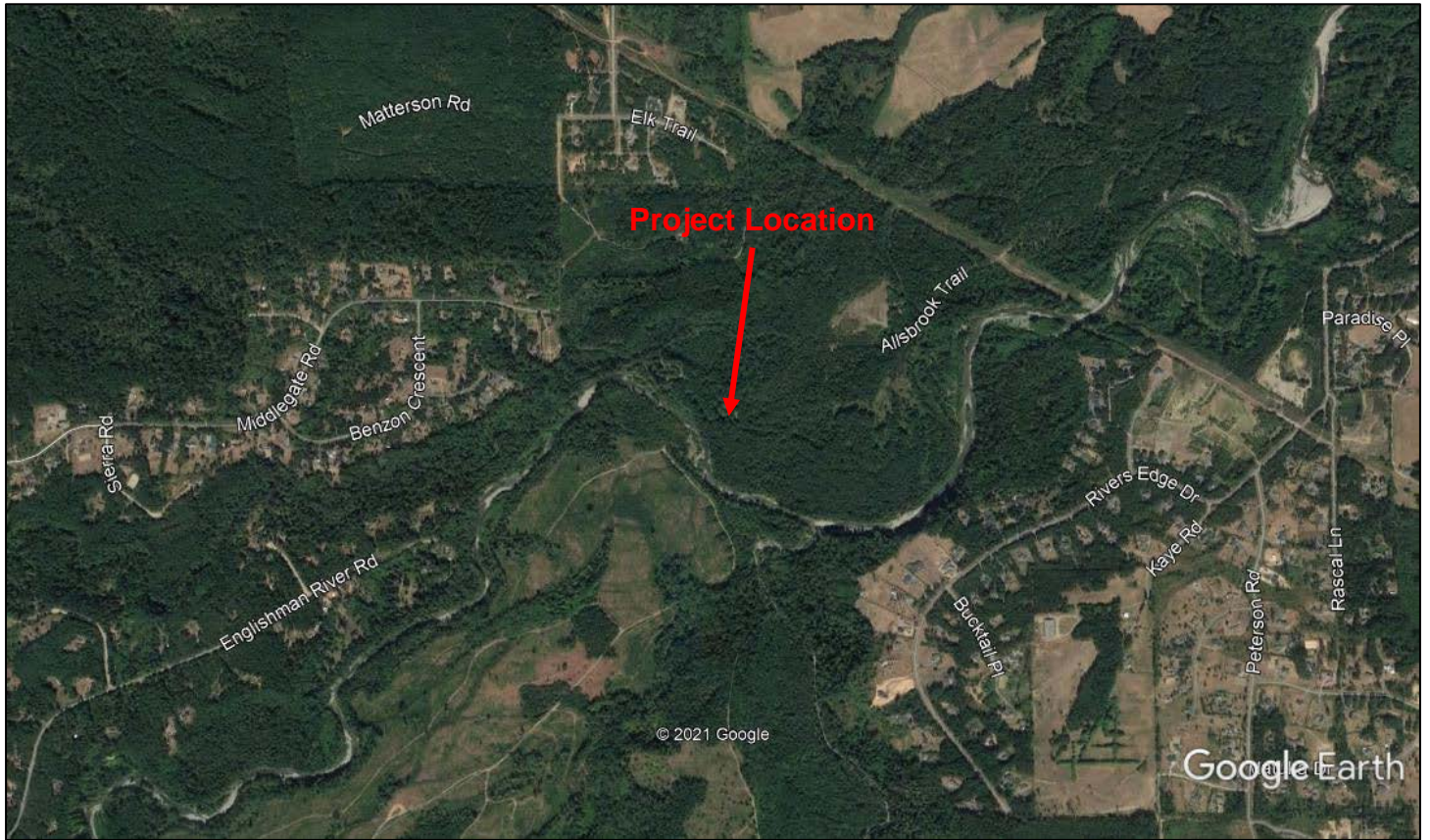
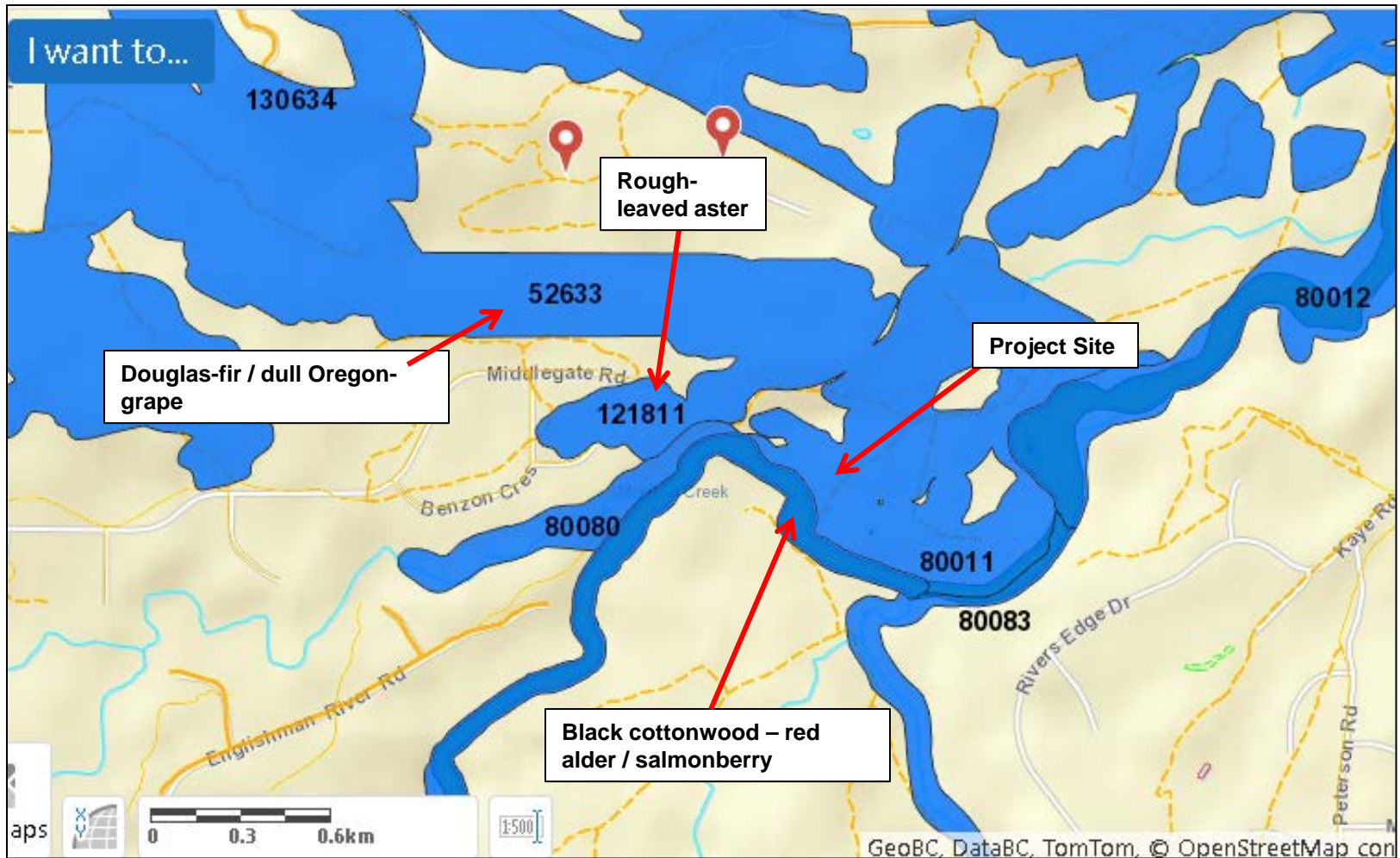


FIGURE 2
BC CDC IMAP SEARCH RESULTS

BC CONSERVATION DATA CENTRE IMAP



APPENDIX A

SITE PHOTOGRAPHS

APPENDIX A – SITE PHOTOGRAPHS



Photo 1: Facing north across the first bridge by the hatchery.

Photo 2: Facing south across the first bridge by the hatchery.



Photo 3: Looking downstream (east) towards the bridge from the side.



Photo 4: Facing upstream from the bridge towards the small step pool.



Photo 5: Facing downstream from the bridge.



Photo 6: Lock blocks to be removed.

Photos 5 & 6: The second bridge located ~150m downstream that may or may not be removed at the same time as the first bridge.

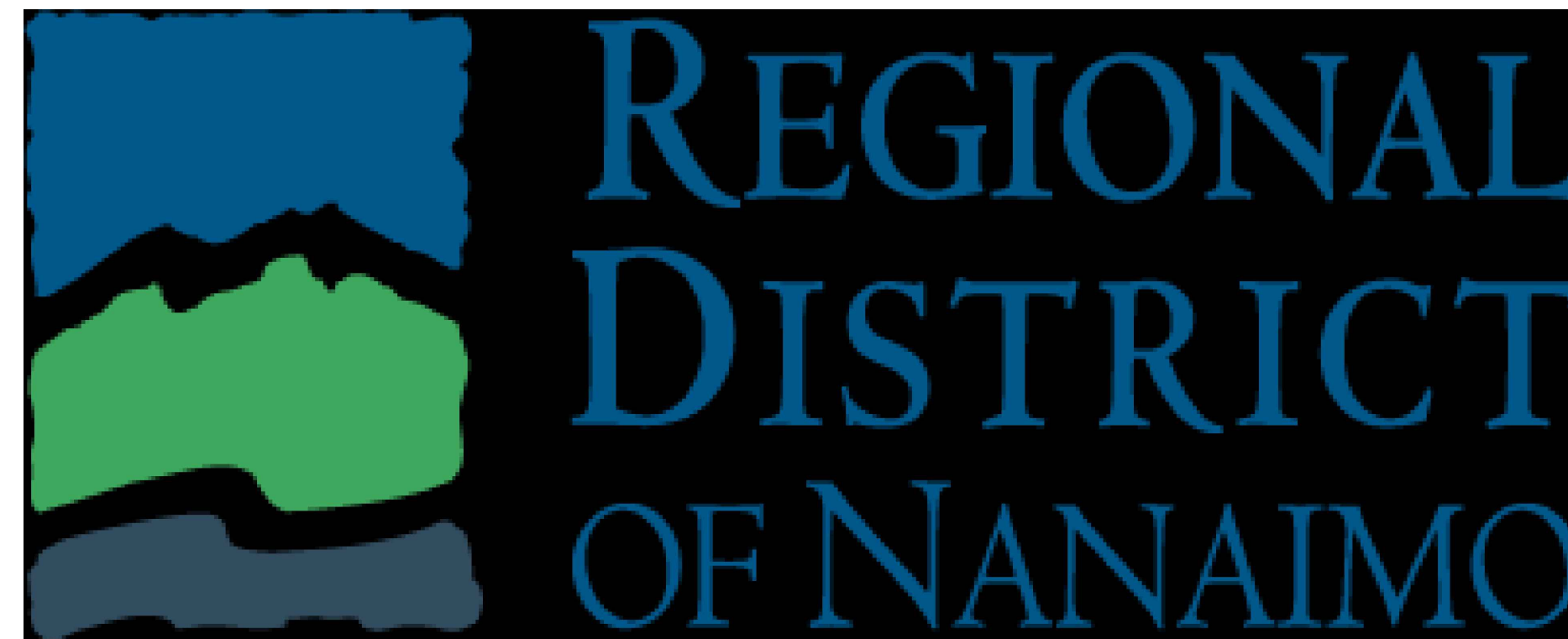


APPENDIX B

HEROLD ENGINEERING LTD. DESIGN PACKAGE



203-321 Wallace, Nanaimo, BC V9R 5B6
SARAH BONAR 250-714-8446 CHRIS ZAMORA 250-714-8864



ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGE DESIGN

DRAWING LIST

<u>DRAWING NUMBER</u>	<u>DESCRIPTION</u>
0837-069-S00	COVER SHEET AND DRAWING LIST
0837-069-S01	GENERAL NOTES
0837-069-S02	GENERAL ARRANGEMENT
0837-069-S03	PLAN AND ELEVATION
0837-069-S04	SECTIONS AND DETAILS
0837-069-S05	GIRDERS, DIAPHRAGMS AND BRACING
0837-069-S06	PRECAST BALLAST WALLS AND MISCELLANEOUS DETAILS

GENERAL NOTES:

GENERAL

DESIGN LOADS

- DESIGN LOADS:
 - LIVE LOADS: 4.0 kPa
 - GUARDRAILS: 1.2 KN/m PER CHBDC S6-14
- READ STRUCTURAL DRAWINGS IN CONJUNCTION WITH ALL OTHER CONTRACT DRAWINGS AND DOCUMENTS. REPORT ANY CONFLICTS TO THE ENGINEER BEFORE COMMENCING WORK.
- VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- THESE DRAWINGS SHOW COMPLETED STRUCTURAL COMPONENTS OF THE BRIDGE. TEMPORARY BRACING AND SHORING TO PERFORM THE WORK SAFELY IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ENVIRONMENTAL WORK PROCEDURES, TIMING, AND SPECIAL PRECAUTIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS AND LIMITATIONS OF THE FEDERAL DEPARTMENT OF FISHERIES AND OCEANS, THE PROVINCIAL MINISTRY OF ENVIRONMENT AND THE REGIONAL DISTRICT OF NANAIMO.
- QUALITY ASSURANCE QUALIFICATION OF CONTRACTOR AND SUPERINTENDENT: THE CONTRACTOR SHALL BE FULLY CONVERSANT WITH ALL SAFETY PROCEDURES AND REGULATIONS RELATING TO CONSTRUCTION, AND SHALL EMPLOY STAGING AND OTHER SAFETY PROVISIONS AS SPECIFIED ELSEWHERE AND REQUIRED BY THE WORKERS COMPENSATION BOARD REGULATIONS.
- NO GEOTECHNICAL DATA HAS BEEN PROVIDED FOR THIS DESIGN – SEE DRAWING FOR PROPOSED BEARING LOADS.
- ELEVATIONS IN METRES AND DIMENSIONS ARE IN MILLIMETRES, UNLESS OTHERWISE NOTED.
- SURVEY PERFORMED BY HEROLD ENGINEERING LIMITED ON 2019.11.06.

DEMOLITION

- DEMOLITION OF EXISTING STRUCTURE SHALL BE PERFORMED BY OTHERS UNDER A SEPARATE CONTRACT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE SITE CONDITIONS AFTER THE EXISTING STRUCTURE IS DEMOLISHED AND ACCOUNT FOR ANY ADDITIONAL WORK REQUIRED AS A RESULT OF THAT DEMOLITION.

SUBMITTALS

- STRUCTURAL STEEL SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO START OF FABRICATION, FABRICATION MUST NOT COMMENCE PRIOR TO APPROVAL OF THE SHOP DRAWINGS BY THE OWNER'S REPRESENTATIVE.
- PRECAST SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 2 WEEKS PRIOR TO START OF FABRICATION, FABRICATION MUST NOT COMMENCE PRIOR TO APPROVAL OF THE SHOP DRAWING BY THE OWNER'S REPRESENTATIVE.
- STRUCTURAL STEEL MILL CERTIFICATES AND WELD INSPECTION REPORTS MUST BE SUBMITTED A MINIMUM OF 72 HOURS PRIOR TO TRANSPORTING STEEL COMPONENTS TO SITE, STEEL COMPONENTS MUST NOT BE SHIPPED PRIOR TO APPROVAL OF CERTIFICATES AND REPORT BY OWNER'S REPRESENTATIVE.
- CONCRETE TEST REPORTS MUST BE SUBMITTED A MINIMUM OF 72 HOURS PRIOR TO TRANSPORTING PRECAST COMPONENTS TO SITE, PRECAST COMPONENTS MUST NOT BE SHIPPED PRIOR TO APPROVAL OF THE REPORTS BY OWNER'S REPRESENTATIVE.

FIELD REVIEWS

- THE CONTRACTOR MUST PROVIDE 48 HOURS NOTICE TO THE OWNER'S REPRESENTATIVE FOR THE FOLLOWING REVIEWS TO BE PERFORMED.
 - STRUCTURAL STEEL FABRICATION REVIEW, TO BE PERFORMED ONCE FABRICATION IS SUBSTANTIALLY COMPLETE AND PRIOR TO SHIPPING OF COMPONENTS.
 - PRECAST CONCRETE PRE-POUR REVIEW, TO BE PERFORMED ONCE REINFORCEMENT IS PLACED AND PRIOR TO CASTING OF ITEMS.
 - FINAL INSTALLATION REVIEW, TO BE PERFORMED ONCE MAJORITY OF THE STRUCTURE IS INSTALLED.
- ANY DEFICIENCIES NOTED DURING A FIELD REVIEW MUST BE CORRECTED PRIOR TO THE COMPLETION OF THE AFFECTED STAGE OF WORK.
- ADDITIONAL FIELD REVIEWS MAY BE REQUIRED AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE.

STEEL

- ALL FABRICATED AND MISCELLANEOUS METAL TO MEET CSA G40.21 GRADE 350AT UNLESS NOTED OTHERWISE.
- BOLTED CONNECTIONS BETWEEN STEEL COMPONENTS SHALL UTILIZE ASTM A325 TYPE 3 BOLTS OR GALVANIZED ASTM A325 TYPE 1 BOLTS COMPLETE WITH MATCHING NUTS AND WASHERS, UNLESS OTHERWISE SHOWN ON DRAWINGS.
- FOR OTHER CONNECTIONS BOLTS, NUTS, MALLEABLE IRON WASHERS, LAG SCREWS, ARDOX SPIKES AND NAILS, SHALL BE HOT DIP GALVANIZED FOR EXTERIOR USE. NAILS AND SPIKES TO CONFORM TO CSA B111-1974, S406-92. BOLTS AND NUTS SHALL CONFORM TO ASTM A307.
- WELDING SHALL BE IN ACCORDANCE WITH CSA W59 BY FABRICATORS AND ERECTORS CERTIFIED BY THE CANADIAN WELDING BUREAU TO CSA W47.1 (DIVISION 1 OR DIVISION 2).
- ALL WELDS SHALL BE 6mm FILLET WELD, UNLESS NOTED OTHERWISE.
- ALL WELD INSPECTIONS ARE TO BE PERFORMED BY A THIRD PARTY COMPANY RETAINED BY THE CONTRACTOR AND CERTIFIED TO CSA W178.2
- WELDING SHALL BE INSPECTED AS FOLLOWS:
 - FILLET WELDS – MAIN GIRDER FABRICATION (SUB-ARC) – VISUAL – 100%
 - FILLET WELDS – OTHER – VISUAL – 25%
 - CP WELDS – RADIOGRAPHIC OR ULTRASONIC – 100%
- ANY FAILURES IDENTIFIED BY INSPECTOR SHALL BE CORRECTED AND RE-INSPECTED AT THE CONTRACTORS EXPENSE.

CONCRETE

- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF CAN/CSA A23.1 AND A23.2, LATEST EDITION.
- CONCRETE MIXES SHALL CONFORM TO CAN/CSA A23.1 AND A23.2 AND SHALL HAVE THE FOLLOWING PROPERTIES:

CLASS	28 DAY STRENGTH	MAXIMUM AGGREGATE SIZE	MAXIMUM SLUMP	AIR CONTENT	EXPOSURE
BALLAST WALLS, SPREAD FOOTINGS	35 MPa	20mm	75mm	4% TO 7%	F-2
LOCK BLOCKS	20 MPa	20mm	75mm	4% TO 7%	F-2
FOOTINGS	20 MPa	20mm	75mm	4% TO 7%	F-2

- CONCRETE TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH CAN/CSA A23.1 AND A23.2. THE MINIMUM NUMBER OF TESTS PERFORMED SHALL BE AS PER CSA A23.2. ADDITIONAL TESTING SHALL BE PERFORMED AT THE DIRECTION OF THE STRUCTURAL ENGINEER. CONTRACTOR SHALL INCLUDE THE COSTS OF TESTING IN BID AND SHALL RETAIN AN INDEPENDENT TESTING AGENCY, CERTIFIED BY CSA TO DO THE WORK.
- PROVIDE A 20mm CHAMFER ON ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE.
- CONCRETE FINISHES SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1.
- ALL CONCRETE CURING SHALL BE IN ACCORDANCE WITH CAN/CSA A23.1. SPECIAL PRECAUTIONS SHALL BE TAKEN AS NOTED IN CSA A23.1 FOR PLACING AND CURING CONCRETE ABOVE 30° C AND BELOW 5° C.
- MINIMUM CONCRETE COVER TO REINFORCING SHALL BE 50mm, UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL CONFORM TO C.S.A. SPECIFICATION G30.18-M, GRADE 400.
- LIFTING DEVICES SATISFACTORY TO THE ENGINEER SHALL BE PROVIDED. LIFTING SHALL BE DONE ONLY BY LIFTING HOOKS.
- THE CONTRACTOR SHALL ENSURE THAT ALL PRECAST MEMBERS ARE CHECKED FOR STRIPPING AND HANDLING STRESSES.
- PRE-CAST CONCRETE SHALL BE IN ACCORDANCE WITH CSA A23.4, LATEST EDITION
- PRECAST CONCRETE INTERLOCKING BLOCKS:
 - MUST BE CAST MONOLITHICALLY WITH NO COLD JOINTS.
 - MUST HAVE A SMOOTH FINISH ON ALL EXPOSED SURFACES IN ACCORDANCE WITH CAN CSA A23.4 SECTION 24.2.5 GRADE A.
 - SIZE: 1500mm LONG x 750mm WIDE x 750mm TALL (NOT INCLUDING SHEAR KEYS). HALF BLOCKS WILL BE 750mm LONG.
 - SHEAR KEYS WILL BE INTEGRAL ON ALL BLOCKS UNLESS NOTED OTHERWISE.
 - ALL DIMENSIONS TO BE ± 10mm, ALL EDGES TO BE SQUARE.
 - ALL SURFACES TO BE FLAT WITHIN 3mm.
 - BLOCKS MUST INCORPORATE SUITABLE LIFTING DEVICE.
 - BLOCK EDGES TO BE CHAMFERED.

TIMBER

- ALL NEW TIMBER TO CONFORM TO CSA-O141 "SOFTWOOD LUMBER" TIMBER GRADES AND SPECIES AS FOLLOWS:

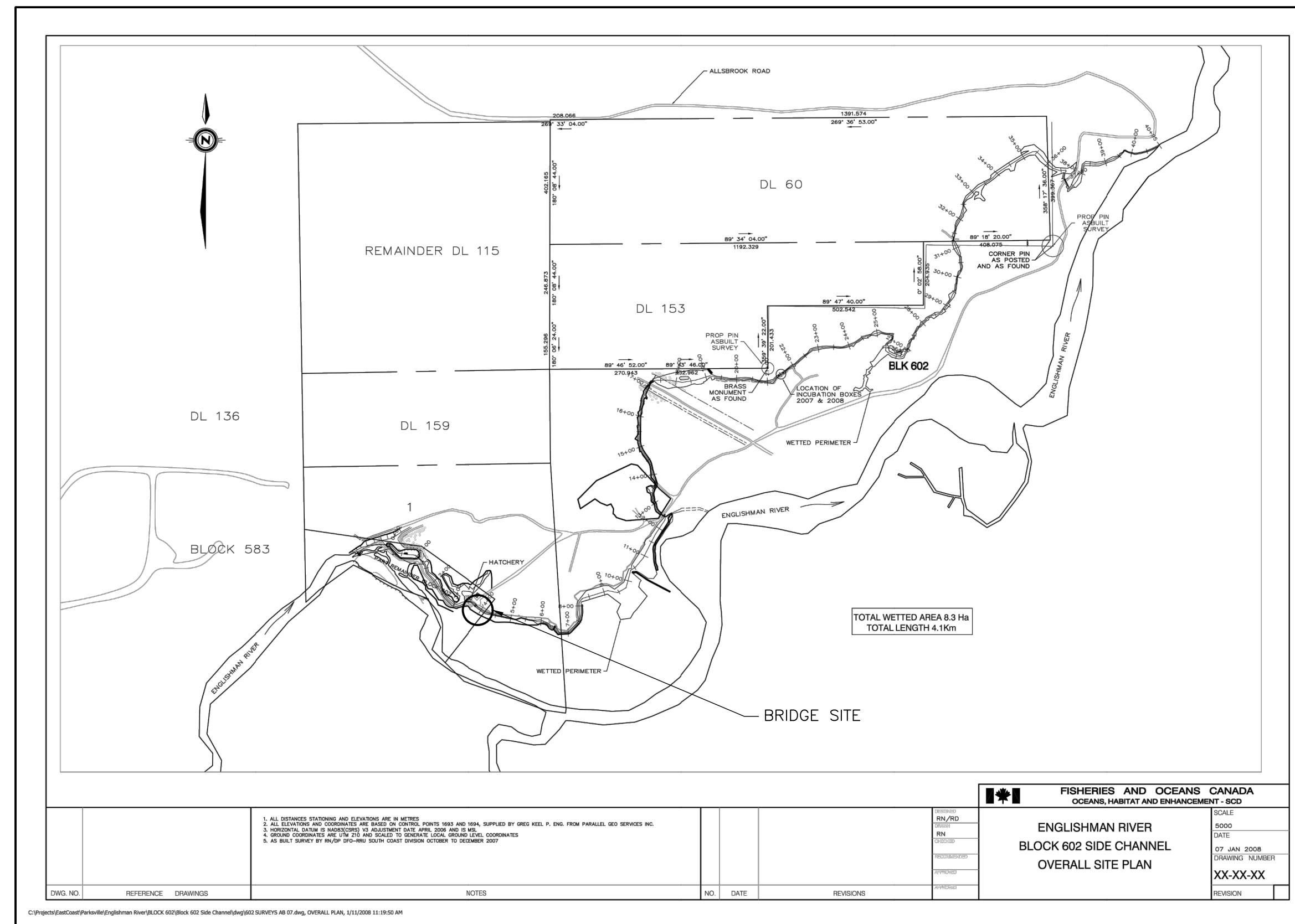
MEMBER	SPECIES	GRADE
POSTS (ROUGH)	DOUGLAS FIR	GROUP A No. 1, OR BETTER
RAILS (S3S)	DOUGLAS FIR	GROUP A No. 1, OR BETTER
DECKING (S1S)	DOUGLAS FIR	GROUP A No. 1, OR BETTER

(NOTE FOR DECKING: SURFACED SIDE=CUP SIDE=U/S OF DECK)

- ALL TIMBER CONSTRUCTION, DETAILS AND FASTENINGS SHALL CONFORM FULLY TO CSA 086, CURRENT EDITION.
- PRE-DRILL ALL BOLT AND LAG SCREW SHANK HOLES (BUT NOT LEAD HOLES). BOLT HOLES SHOULD BE FULL LENGTH AND SIZE FOR MACHINE BOLTS. LEAD HOLES FOR LAG SCREWS MUST BE PRE-DRILLED 5mm LESS THAN NOMINAL SCREW DIAMETER.
- NAILING STRIPS TO BE HDPE MATERIAL, BROWN IN COLOR. CONTRACTOR TO SUBMIT MATERIAL SPECIFICATIONS WITH BID.

ADHESIVE ANCHORS

- ALL ANCHORS ARE TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- UNLESS NOTED OTHERWISE ADHESIVE ANCHORS SHALL BE HILTI 'HAS' ROD. REFER TO DRAWINGS FOR ANCHOR LOCATIONS, SIZES, CENTRES AND EMBEDMENT LENGTH. USE HILTI HY200 MAX OR HILTI HIT R500 ADHESIVE AS NOTED BELOW.
 - USE HILTI HIT HY200 MAX WHEN:
 - A QUICK CURE IS REQUIRED, CONDITIONS ARE DRY, HOLES ARE HAMMER DRILLED, HOLES ARE NOT OVER-SIZED, BASE MATERIAL TEMPERATURE IS ABOVE 5° CELSIUS.
 - USE HILTI HIT R500 WHEN:
 - EXTENDED WORKING TIME IS REQUIRED AND CURE TIME IS NOT CRITICAL, HOLES ARE DRILLED USING DIAMOND CORE, PNEUMATIC OR HAMMER DRILLS, DEEP EMBEDMENT IS SPECIFIED, THE APPLICATION IS UNDERWATER, OR HOLES ARE OVERSIZED.
- HOLES FOR ADHESIVE ANCHORS SHALL BE CLEANED OUT WITH HIGH PRESSURE AIR AND THEN A BRUSH PRIOR TO ANCHOR INSTALLATION.
- INSTALLERS OF HILTI PRODUCTS SHALL HAVE RECEIVED TRAINING BY HILTI (CANADA) CORP. IN THE USE OF THE SPECIFIED PRODUCTS. THE GENERAL CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER WITH A LETTER STATING THAT THIS TRAINING HAS BEEN COMPLETED.



KEY PLAN
N.T.S.

ISSUED FOR REVIEW

NOT FOR CONSTRUCTION

ISSUES						SUB CONSULTANT	
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR	No.	DATE
A	2019.12.10	CLIENT REVIEW					
B	2020.02.13	CLIENT REVIEW					

HEROLD ENGINEERING

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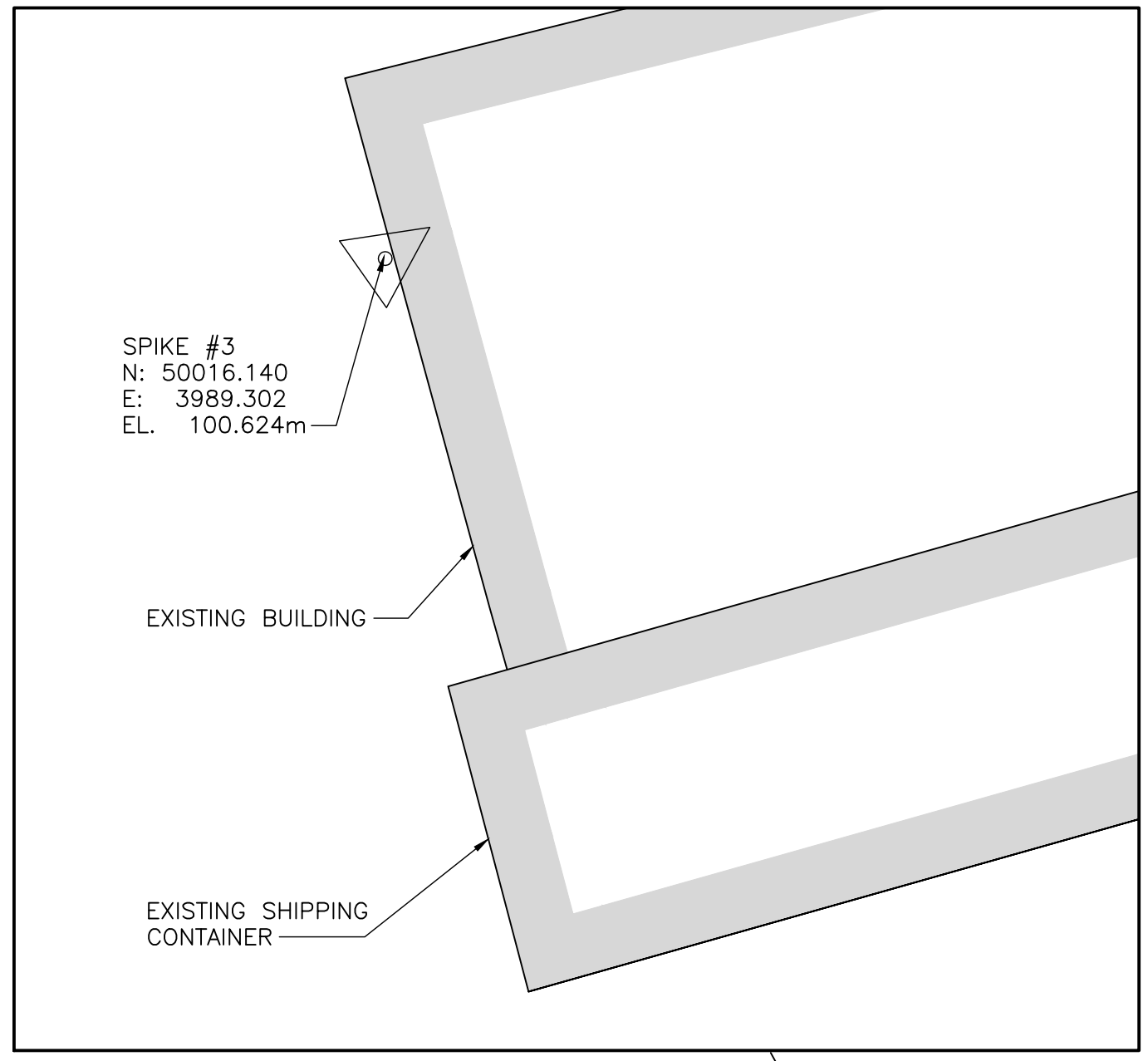
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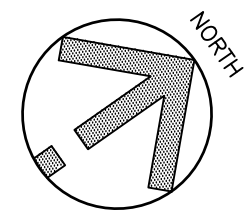
**ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGE DESIGN**

PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

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SCALE NONE	PERMIT No. N/A
HEL DRAWING No. S01	REVISION B

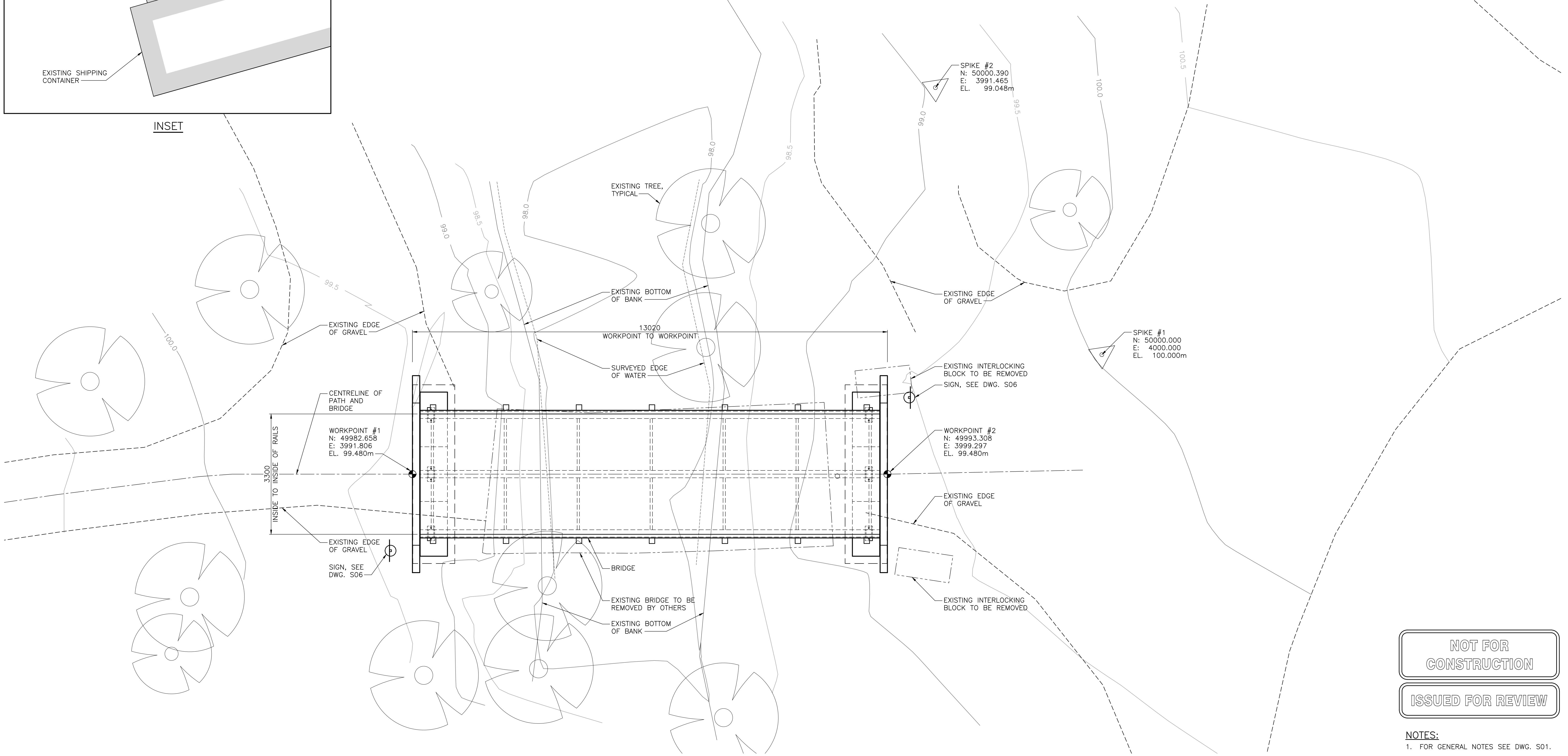


INSET



FOR SPIKE #3
LOCATION, SEE
INSET

EXISTING SHIPPING
CONTAINER



**NOT FOR
CONSTRUCTION**

ISSUED FOR REVIEW

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2019.12.10	CLIENT REVIEW			
B	2020.02.13	CLIENT REVIEW			

SUB CONSULTANT

DRAFTED
JJMC

DRAFTING REVIEW

DESIGNED
MGCS

DESIGN REVIEW

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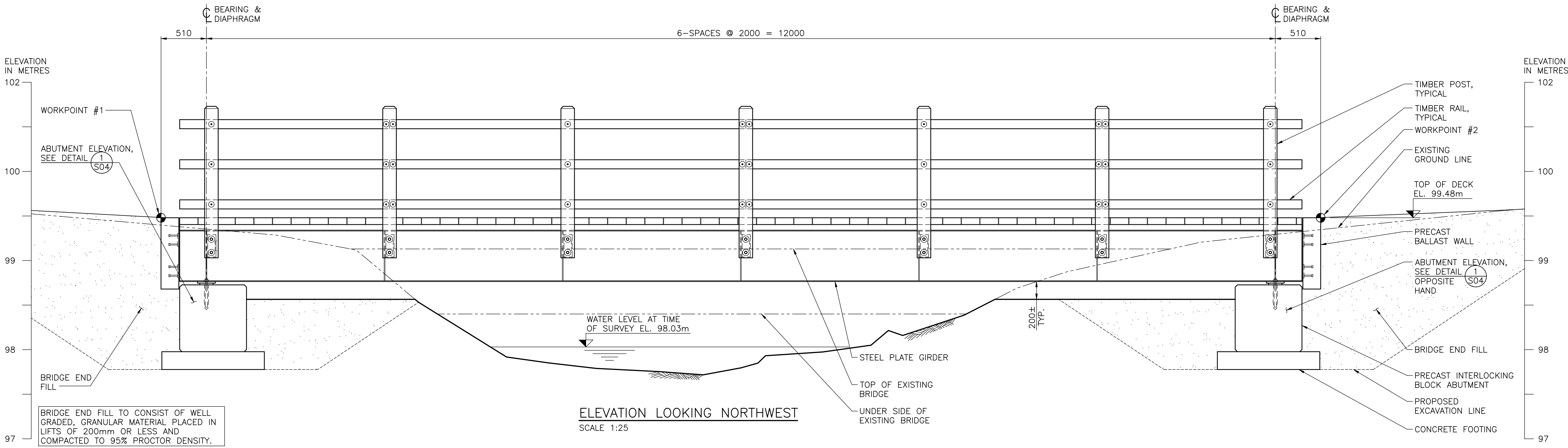
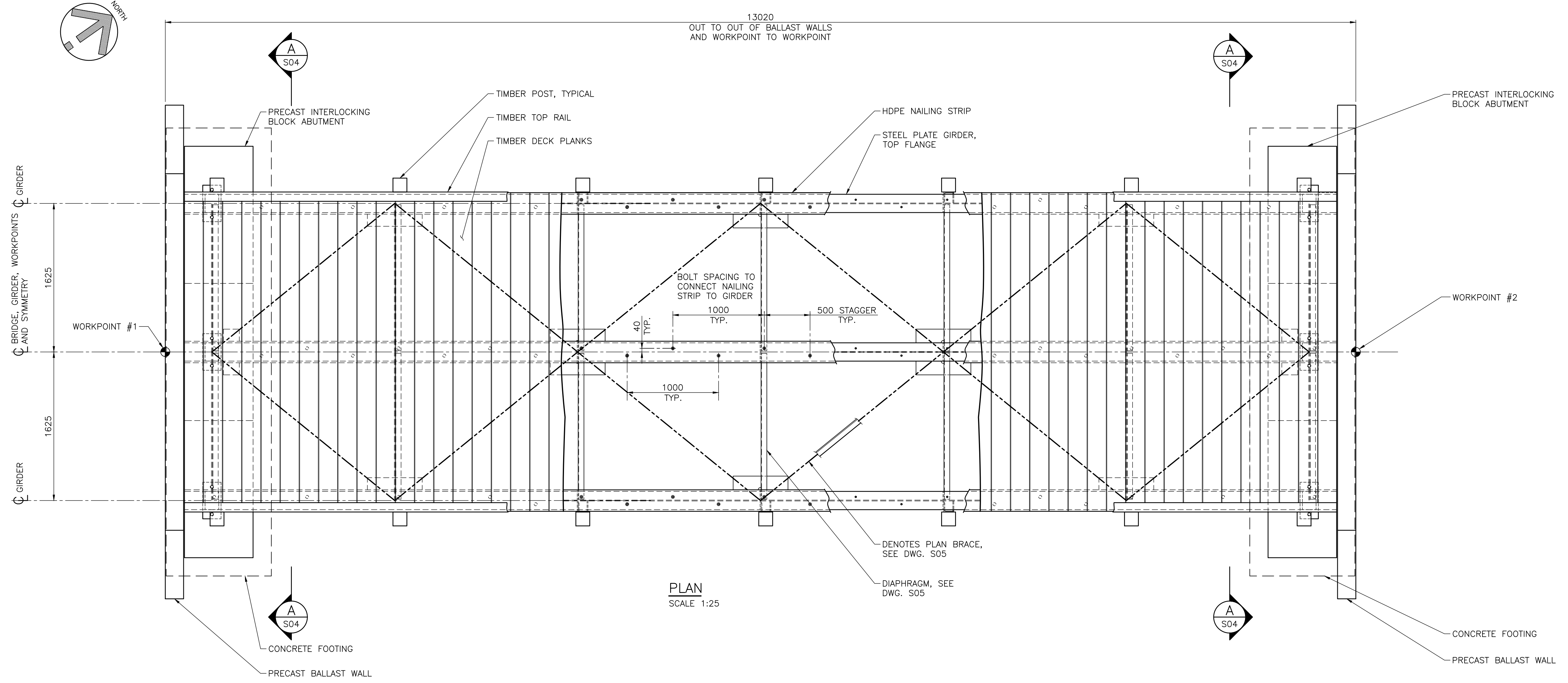
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GENERAL ARRANGEMENT

**ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGE DESIGN**

PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

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SCALE 1:50	PERMIT No. N/A
HEL DRAWING No. S02	REVISION B



NOT FOR
CONSTRUCTION

ISSUED FOR REVIEW

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

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A	2019.12.10	CLIENT REVIEW			
B	2020.02.13	CLIENT REVIEW			

SUB CONSULTANT

DRAFTED PHU/JJMC
DRAFTING REVIEW

DESIGNED MGCS
DESIGN REVIEW

HEROLD ENGINEERING

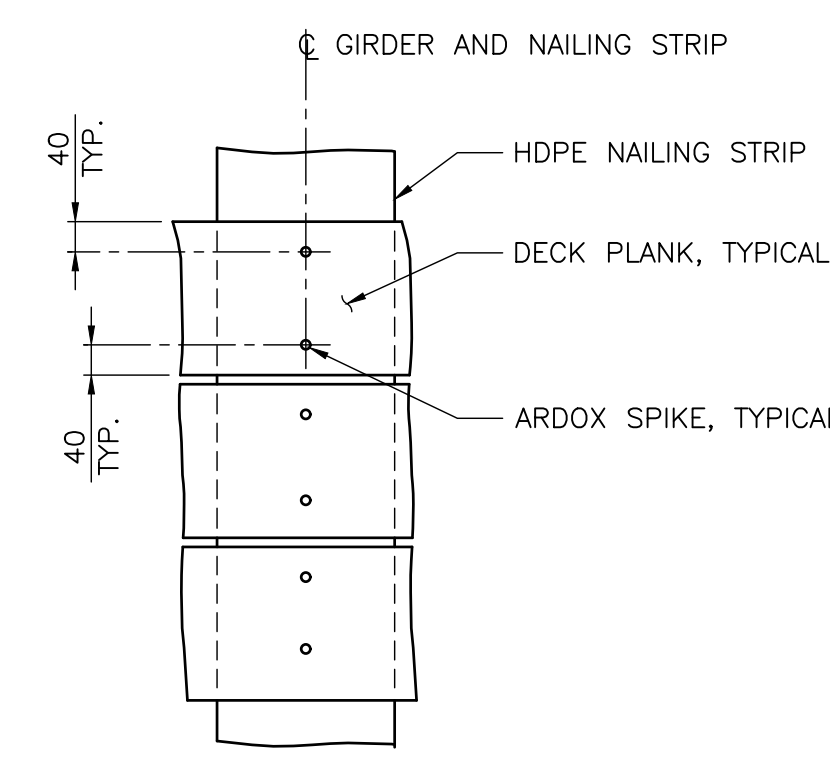
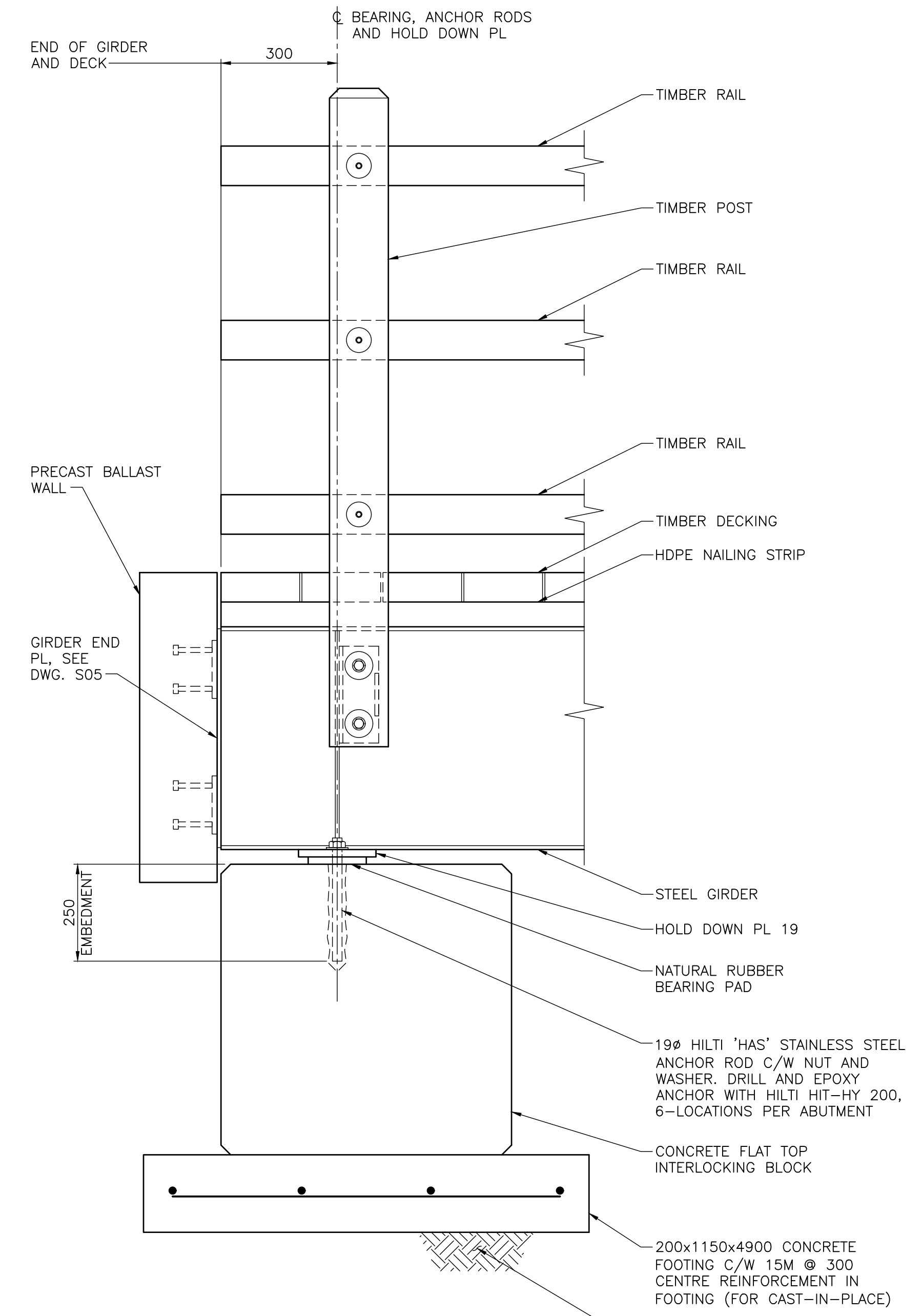
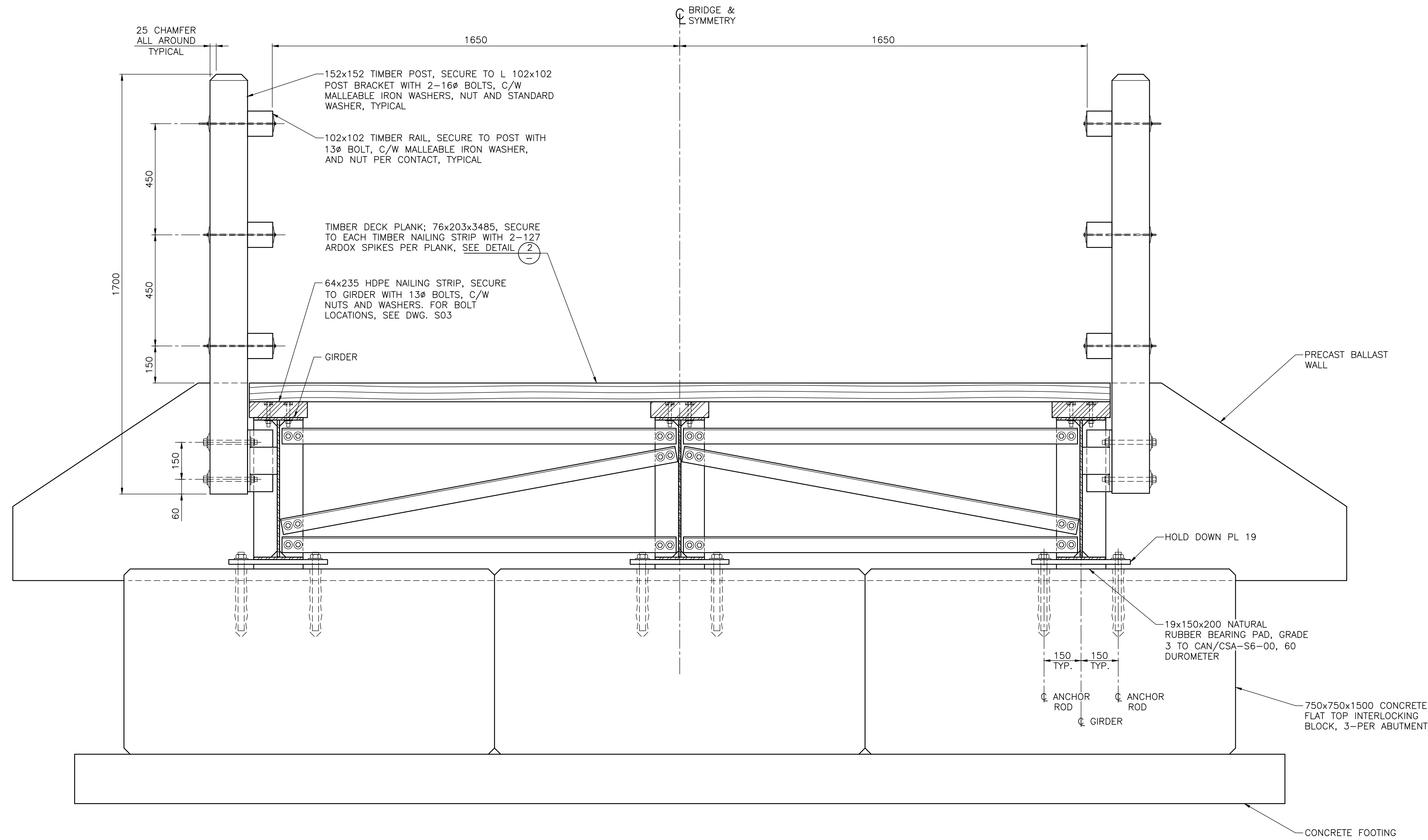
3701 Shenton Rd, Nanaimo, BC V9T 2H1
Tel: 250-751-8558 Fax: 250-751-8559
Email: mail@heroldengineering.com

ENGINEERS SEAL

PLAN AND ELEVATION

ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGE DESIGN
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-069	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S03	REVISION B



A SECTION
S03 1:10

1 DETAIL
S03 1:10

2 DETAIL - PLAN
S03 1:10

CONCRETE FOOTING MAY BE EITHER CAST-IN-PLACE OR PRECAST. PRECAST FOOTING TO HAVE EQUIVALENT REINFORCEMENT TO CAST-IN-PLACE FOOTING MINIMUM WITH ADDITIONAL REINFORCEMENT REQUIRED FOR LIFTING DESIGNED BY SUPPLIER.

NOT FOR CONSTRUCTION
ISSUED FOR REVIEW

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

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2019.12.10	CLIENT REVIEW			
B	2020.02.13	CLIENT REVIEW			

SUB CONSULTANT	

DRAFTED
JJMC

DRAFTING REVIEW

DESIGNED
MGCS

DESIGN REVIEW

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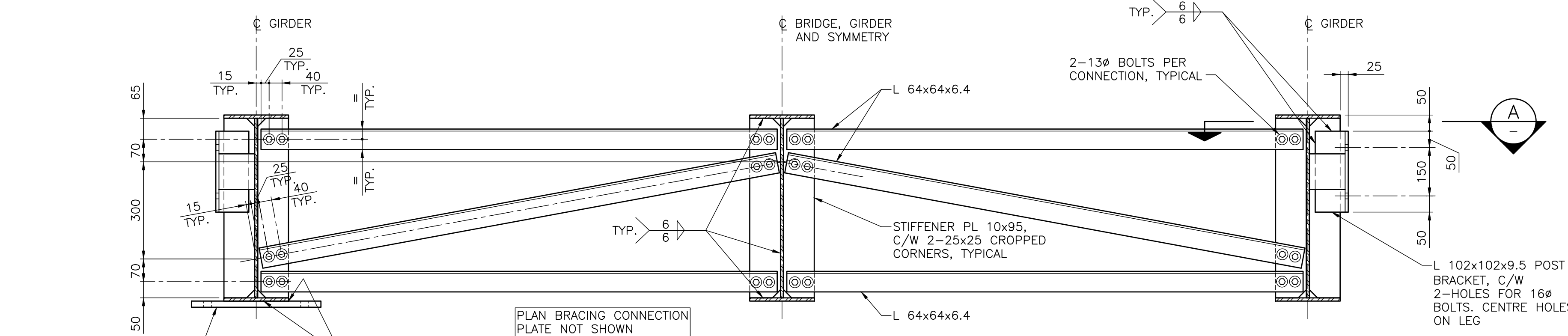
ENGINEERS SEAL

SECTIONS AND DETAILS

**ENGLISHMAN RIVER HATCHERY
PEDESTRIAN BRIDGE DESIGN**

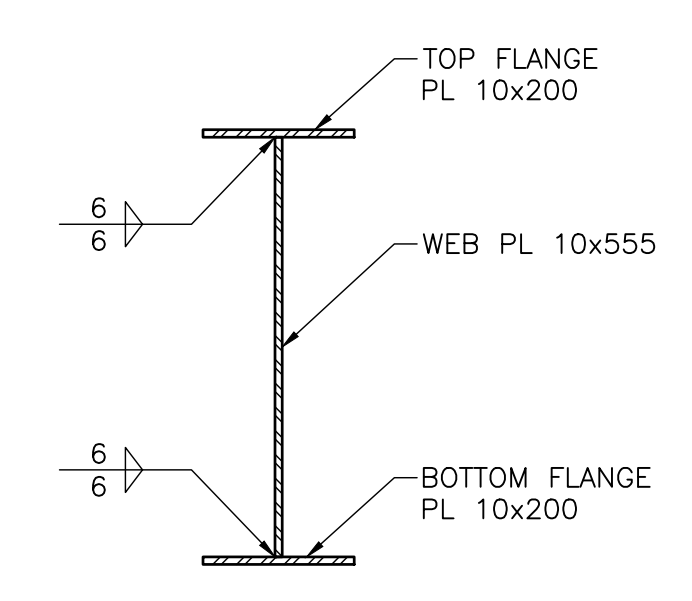
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

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SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S04	REVISION B

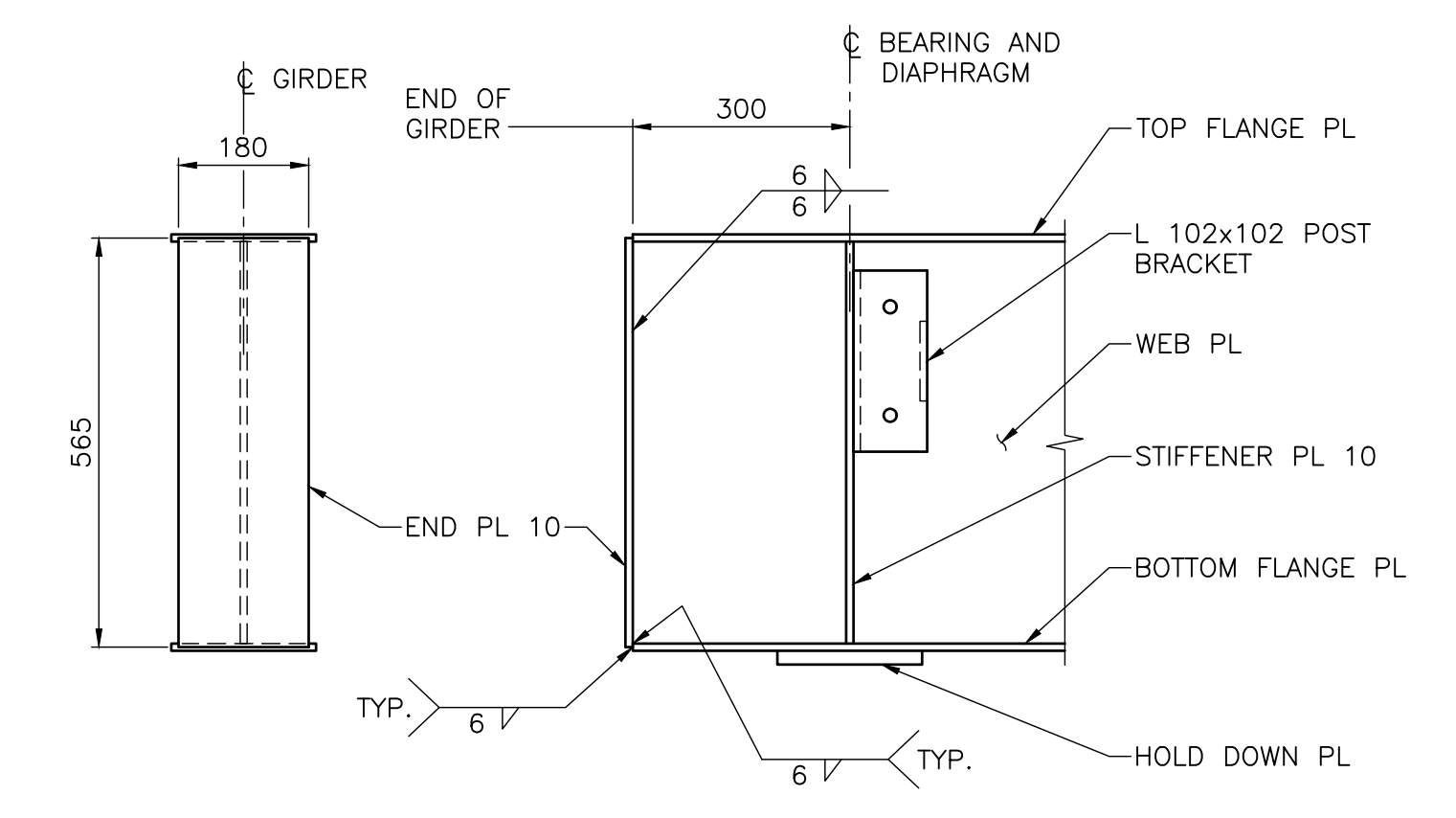


SECTION - DIAPHRAGM
1:10

NOTE: 7-LOCATIONS. END DIAPHRAGMS AND INTERMEDIATE DIAPHRAGMS ARE IDENTICAL.



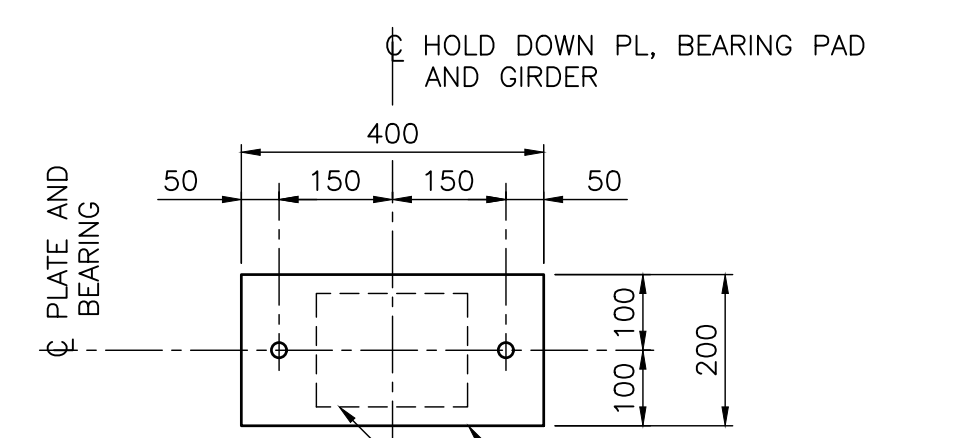
SECTION - PLATE GIRDER
1:10



DETAIL - END PLATE
1:10

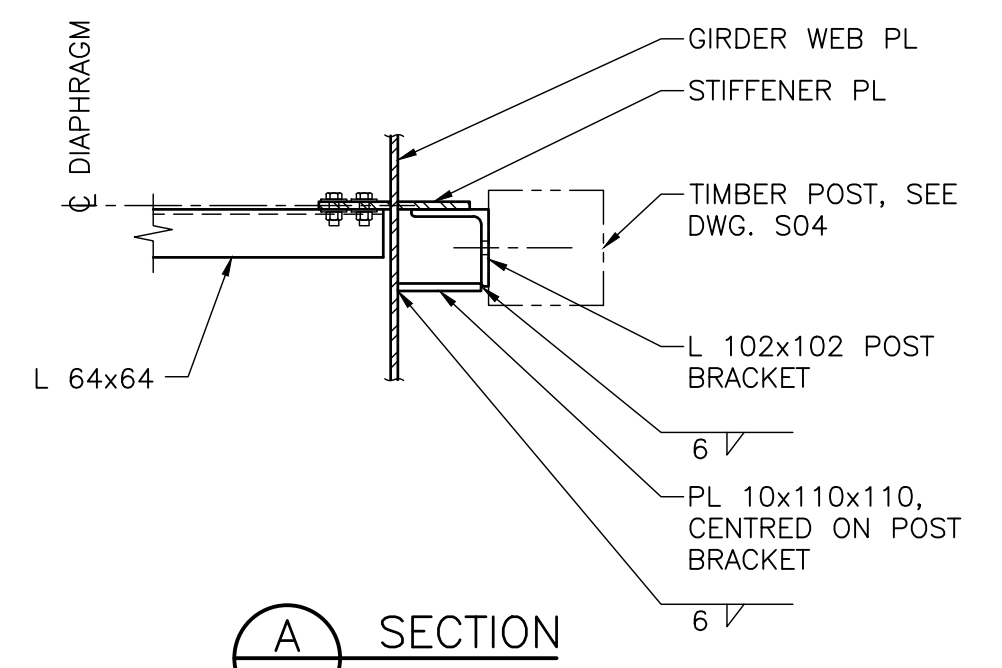
HOLD DOWN PL. TYPICAL AT END DIAPHRAGMS FOR EACH GIRDER, SEE DETAIL 1

PLAN BRACING CONNECTION PLATE NOT SHOWN

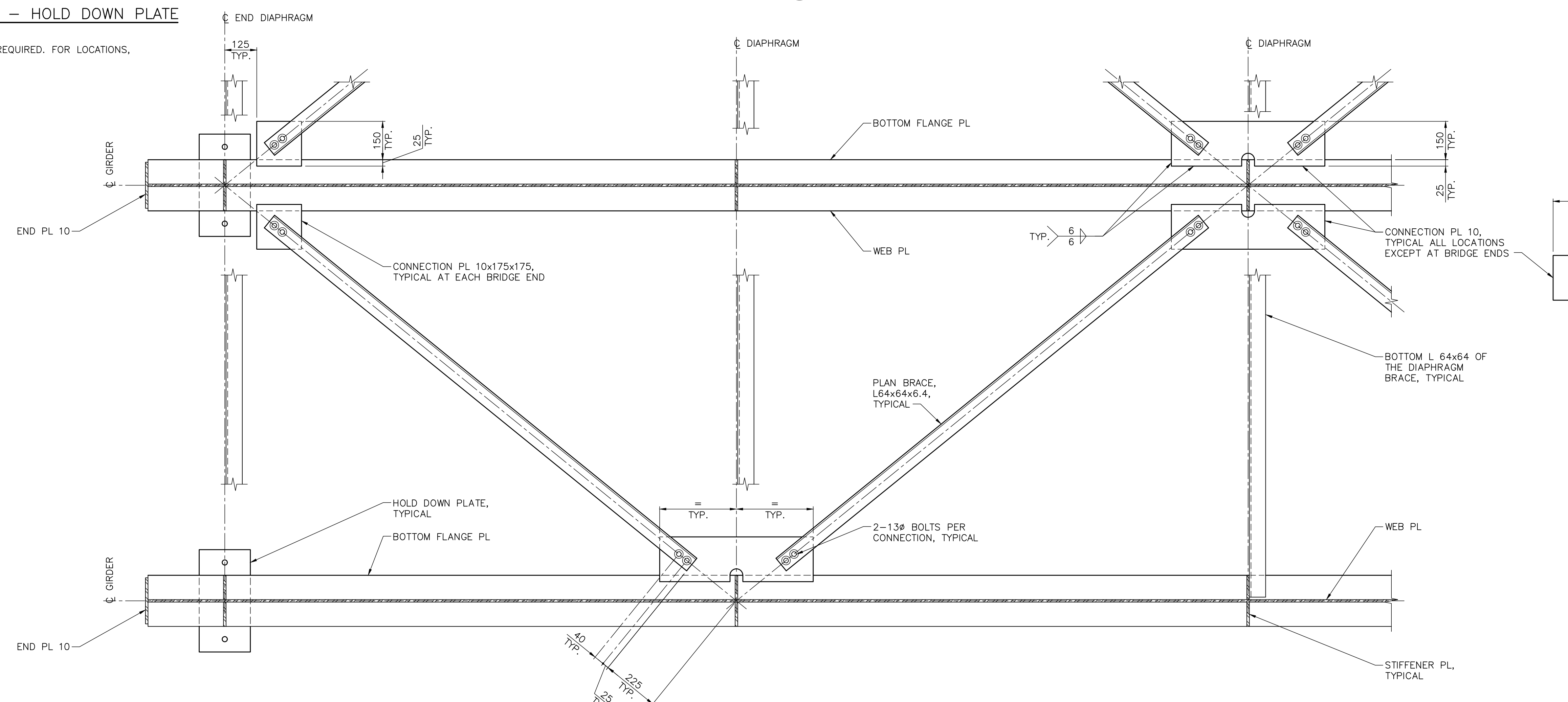


DETAIL - HOLD DOWN PLATE
1:10

NOTE: 6-REQUIRED. FOR LOCATIONS, SEE S04.



SECTION A-A
1:10



PARTIAL PLAN - PLAN BRACING
1:10

NOT FOR CONSTRUCTION
ISSUED FOR REVIEW

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

The I:\Projects\0817-088 Englishman River Pedestrian Bridge Design\0817-088.dwg Plot Date: 2020.02.13 12:30:00 PM User: laurie.chaffin

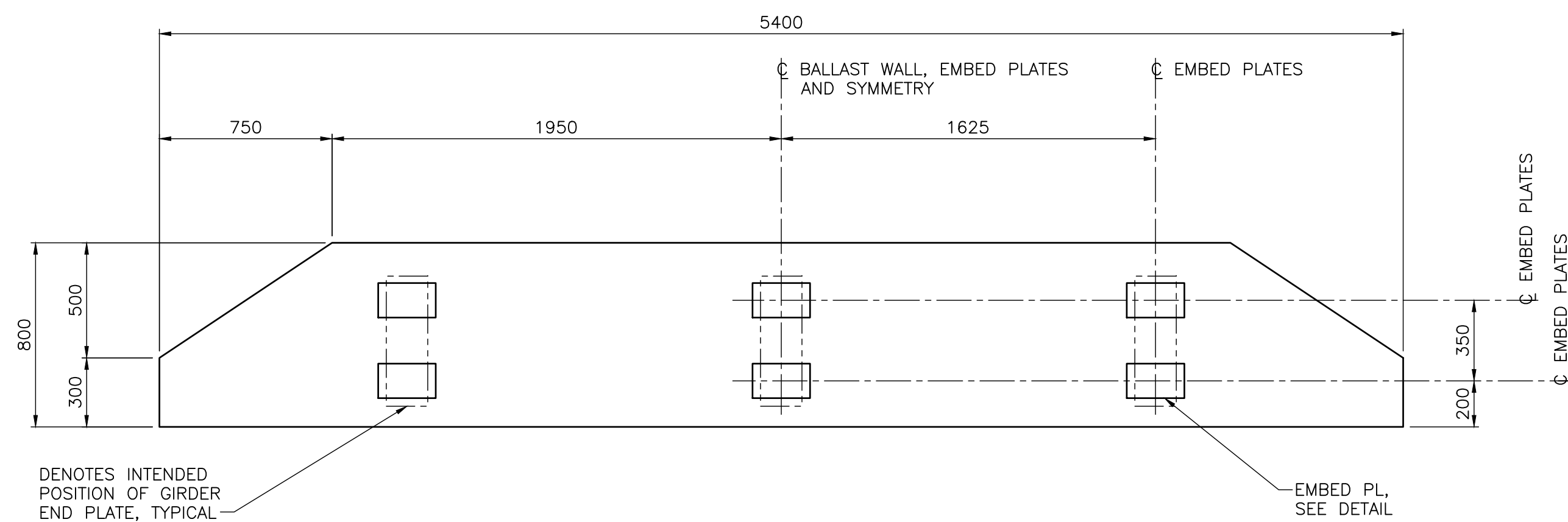
ISSUES						SUB CONSULTANT					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2019.12.10	CLIENT REVIEW									
B	2020.02.13	CLIENT REVIEW									

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ENGINEERS SEAL
GIRDERS, DIAPHRAGMS AND BRACING

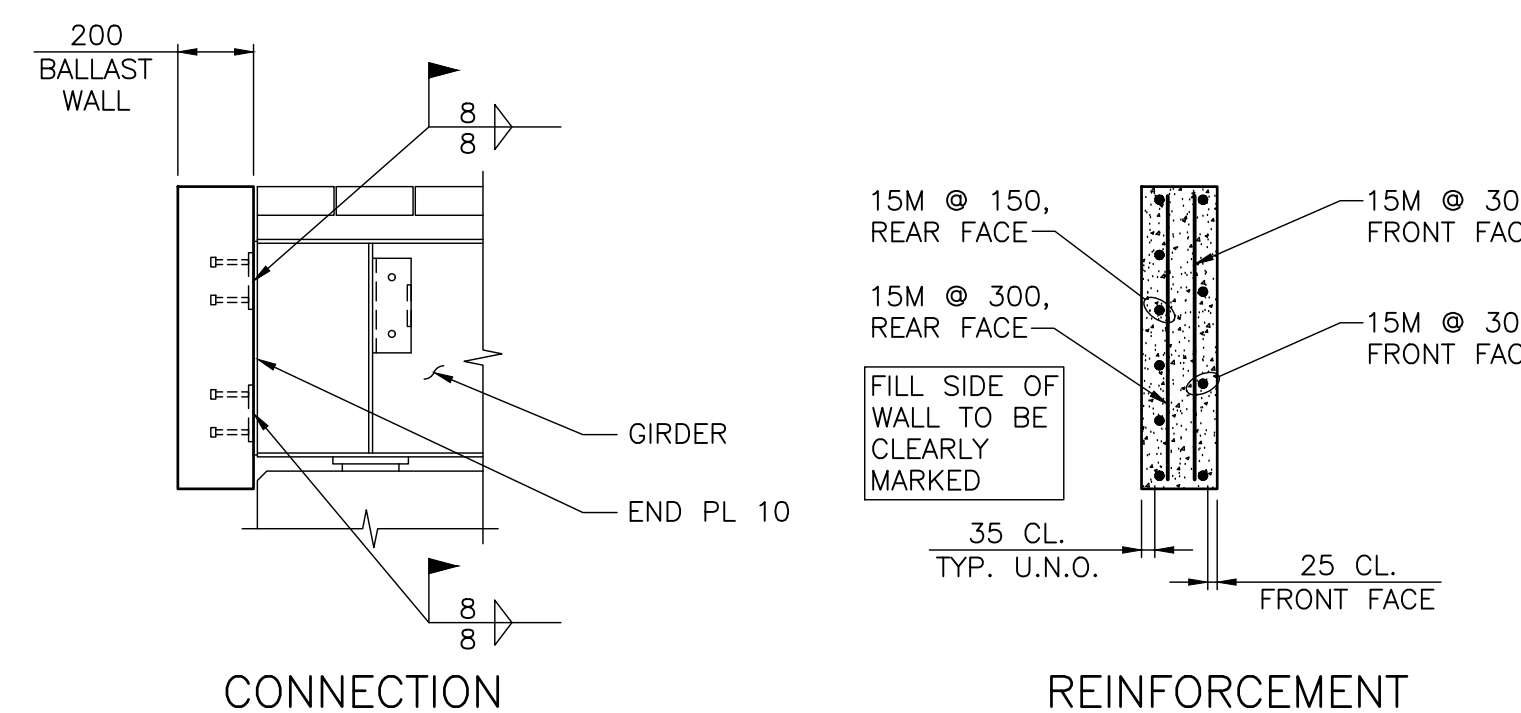
ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGE DESIGN
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-069	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S05	REVISION B



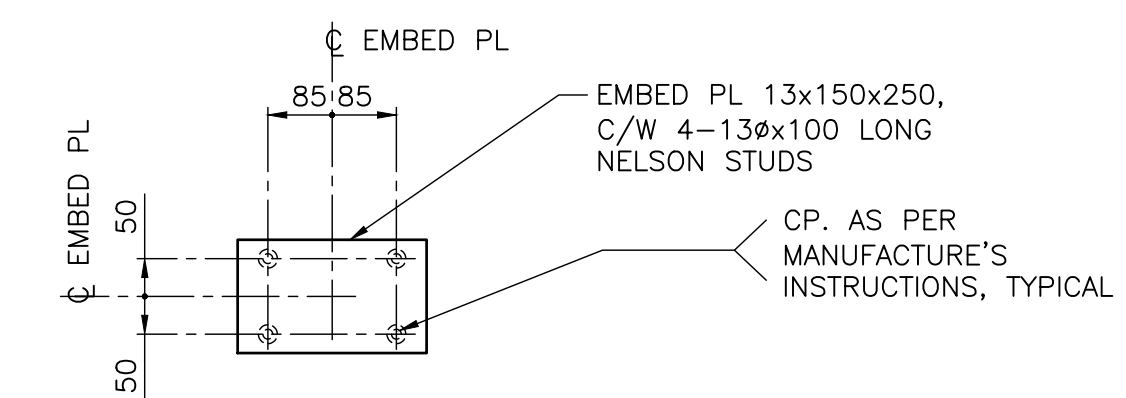
ELEVATION – PRECAST BALLAST WALL

1:20
NOTE: 2 – REQUIRED.



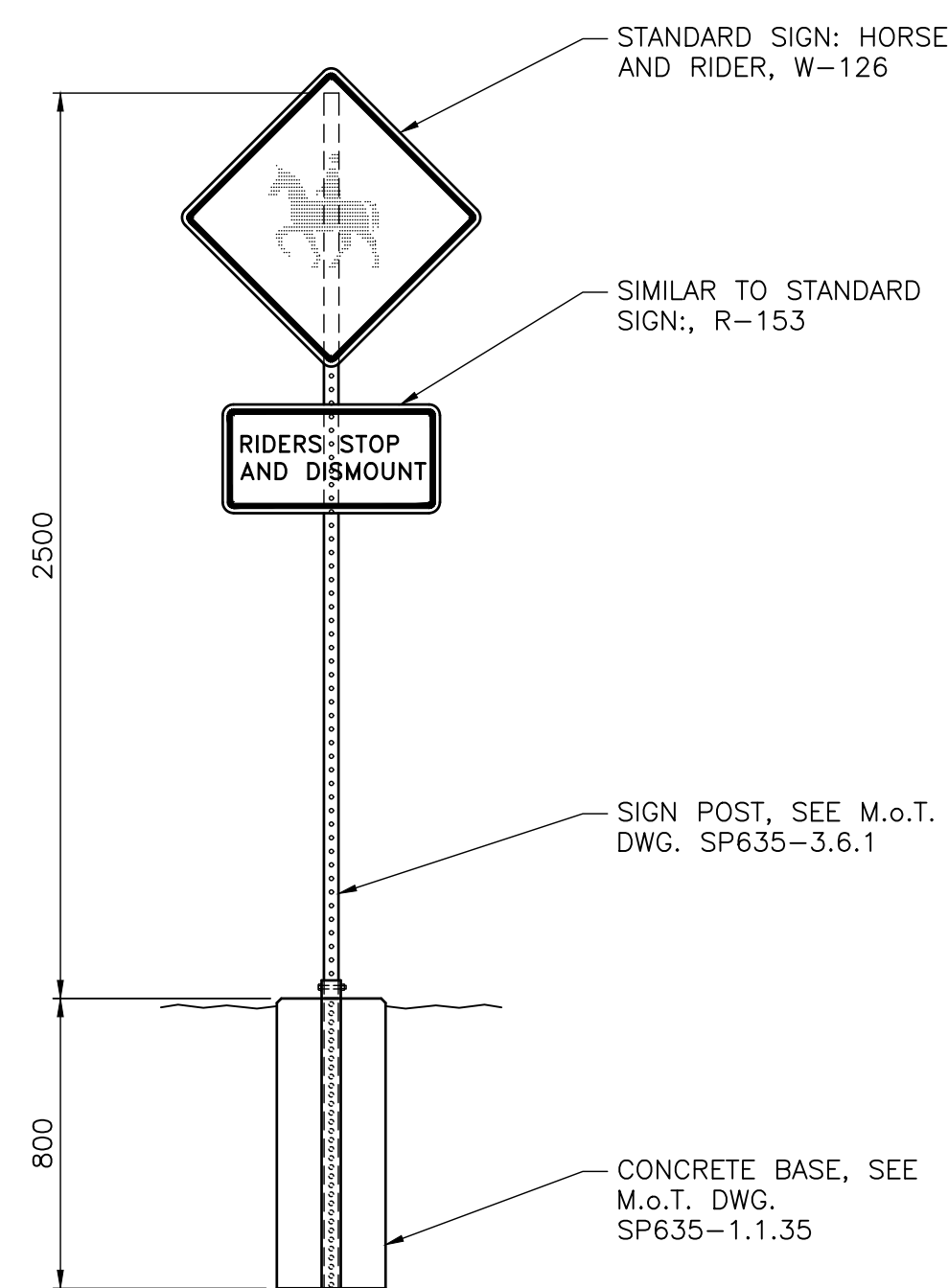
SECTIONS – BALLAST WALL

1:20



DETAIL – EMBED PLATE

1:10
NOTE: 6 – REQUIRED PER BALLAST WALL.



DETAIL – SIGN

1:20
NOTE: PROVIDE 1 – SIGN AT EACH END OF BRIDGE. FOR LOCATIONS, SEE DWG. S02.

NOT FOR
CONSTRUCTION

ISSUED FOR REVIEW

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

The:\Projects\0817-08B_Englishman_River_Pedestrian_Bridge_Design\0817-08B-006.dwg Plot Time: Fri, 12, 08, 2019 10:00 AM User: lamhoush.chaffin

ISSUES					
No.	DATE	ISSUED FOR	No.	DATE	ISSUED FOR
A	2019.12.10	CLIENT REVIEW			
B	2020.02.13	CLIENT REVIEW			

SUB CONSULTANT	

DRAFTED
JJMC

DRAFTING REVIEW

DESIGNED
MGCS

DESIGN REVIEW

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ENGINEERS SEAL

PRECAST BALLAST WALLS AND MISCELLANEOUS DETAILS

ENGLISHMAN RIVER HATCHERY PEDESTRIAN BRIDGE DESIGN
PARKSVILLE
REGIONAL DISTRICT OF NANAIMO

HEL PROJECT No. 0837-069	CLIENT DWG. No. N/A
SCALE AS SHOWN	PERMIT No. N/A
HEL DRAWING No. S06	REVISION B

APPENDIX C
ENVIRONMENTAL PROTECTION PLAN



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AQUAPARIAN

Environmental Consulting Ltd.



February 9, 2021

Amy Gore
Regional Parks and Trails Planner, Recreation and Parks
Regional District of Nanaimo
1490 Springhill Road
Parksville BC, V9P 2T2

Via Email: agore@rdn.bc.ca

**RE: ENVIRONMENTAL PROTECTION PLAN
ENGLISHMAN RIVER REGIONAL PARK BRIDGE REPLACEMENT PROJECT**

1.0 INTRODUCTION

Aquaparian Environmental Consulting Ltd. (Aquaparian) was retained by the Regional District of Nanaimo (RDN) to complete an Environmental Impact and Remediation Assessment (EIA) for a proposed bridge replacement in the Englishman River Regional Park located in Electoral Area G of the RDN. The bridge to be replaced is located along the C.W. Young side channel of the Englishman River near the fish hatchery. The following Environment Protection Plan (EPP) is intended to provide the contractor with environmental protection measures that can avoid or mitigate accidental impacts to the stream (i.e. water quality, fish habitat) or the forest while completing specific tasks for this project. The EPP is to be considered as a living document that may need to be amended to include and/or meet any terms and conditions that may be imposed by permits, licenses, or other approvals or as a result of design changes. This document is intended to support the Environmental Impact Assessment report but has been formatted as a stand-alone document that is to be provided to the construction contractor awarded to carry out the project. The General Contractor shall be required to review and have a copy of this document on site at all times during the construction of the project. The EPP has been created to mitigate potential environmental impacts during the construction phase of the project.

2.0 ENVIRONMENTAL MONITOR ROLES AND RESPONSIBILITIES

Environmental monitoring is expected to be completed on a part time basis. High risk activities such as potential concrete pouring for bridge footings will be monitored full time during pouring while regular inspection for erosion and sediment control during construction of bridge abutments will be limited to part time inspections. The role of the Environmental Monitor (EM) is

to inspect, evaluate and report on the compliance and effectiveness of work practices and environmental protection and mitigation procedures as identified in this EPP and associated permits or approvals and to recommend and oversee improvements to the plan as necessary.

The EM shall have the authority to advise the contractor(s) to modify or halt construction operations that conflict with safe environmental practices and procedures. Mitigation measures include general objectives related to environmental protection and a site specific action plan to control impacts to fish and wildlife during construction activities.

The contractor shall review this EPP document prior to start of the project. The EM will hold a pre-construction meeting with the construction crew(s) to review environmental protection requirements identified within this document and all associated regulatory documents. During the construction phase of the project, the EM will have the primary responsibility to confirm that environmental management measures, controls and specifications are implemented in accordance with the EPP and are operating in compliance with terms and conditions of regulatory permits and approvals and Industry Best Management Practices (BMPs).

2.1 ROLES AND RESPONSIBILITIES OF THE EM

Roles and responsibilities of the EM include, but are not limited to the following:

- Have an understanding of all aspects of the project including the contract documents, project-related authorizations, agency guidelines and other documents, and confirm if all mitigation measures contained within are being appropriately implemented;
- Review the contractor's work plans to confirm if the conditions of the EPP are met, and make recommendations to address any deficiencies;
- Monitor contractor work activities as required and be on call should an emergency arise. A monitoring report is to be generated following every site inspection documenting project activities, mitigation measures and any recommendations made. Site photographs are to be included;
- Consult with the construction Project Manager should a Work Stoppage be necessary if environmental protection is compromised;
- Inventory contents of Emergency Spill Kits and confirm if they are appropriately stocked and maintained;

- Monitor on-site equipment and machinery for oil or fuel leaks and follow-up any repairs prior to machinery being mobilized on site;
- Complete Environmental Incident Reports (EIR) when required. The EM or project manager is to observe, document and report spills and spill cleanup and contact appropriate authorities (i.e. Emergency Management BC (EMBC)) in the event of an environmental incident or development of unforeseen site conditions with potential for serious environmental degradation; and,
- Review contractor final site cleanup.

2.2 CONTRACTOR ENVIRONMENTAL RESPONSIBILITIES

The contractor's environmental responsibilities include:

- Be completely familiar with mitigation measures outlined in this EPP document;
- Implement and maintain mitigation measures to meet the objectives identified in this report;
- Frequent inspection of equipment for wear and leaks;
- Spill prevention and management, waste management and disposal;
- Maintain supplies of emergency spill management equipment and crew response training;
- Report spills to the EM and other relevant personnel/agencies as per the Spill Reporting Procedure (SRP); and,
- Work with the EM if additional measures are necessary to meet the guidelines set out in this report.

2.3 ENVIRONMENTAL INCIDENT REPORTS (EIR)

Spill prevention and emergency response procedures shall be communicated to all construction crew at the start of the project and thereafter at regular intervals throughout the contract. The EM will be required to report environmental incidents, including non-compliance issues to the

Project Manager and to external agencies such as EMBC if required by the nature of the incident within 24 hours.

An environmental incident is one that has caused, or has the potential to cause, one or more of the following:

- Environmental damage;
- Adverse effects to fish, wildlife or other environmental resources;
- Adverse publicity with respect to the environment; and,
- Legal action with respect to violation of statutes or environmental damage.

Examples of an environmental incident include, but are not limited to:

- Spills of oil, hydraulic fluid or other hazardous chemicals; and,
- Discharges of deleterious substances into the freshwater environment.

An emergency contact list is to be generated by the contractor at the beginning of the project and the list is to be kept onsite and available to all crew members in the event of an emergency.

For incidents that pose a threat to the environment or human safety as identified by the *Environmental Management Act* Spill Reporting Regulation, the first external call shall be made to the EMBC (formerly PEP) 1-800-663-3456 (24 hour).

The Project Manager or EM (if on site) should be notified as early as possible following an incident and the spill must be documented by Environmental Incident Report (EIR). In addition, it may be necessary in some situations for the EM to notify regulatory agencies with respect to environmental incidents. Agency reporting requirements are provided in Table 1 and shall be included in any Spill Prevention and Emergency Response documentation prepared for the project.

TABLE 1. SPILL REPORTING MATRIX

Substance	Quantity	External Reporting Requirements	Internal Reporting Requirements
Any spill into water	Any	EMBC	EIR
Oil & waste oil	>100L	EMBC	EIR
Oil with >50ppm PCB	>1kg	EMBC	EIR
Flammable or non-flammable gas	10kg	EMBC	EIR
Toxic or corrosive waste	>5kg	EMBC	EIR
Hazardous waste	>5L	EMBC	EIR

Where a spill occurs, the person who immediately before the spill had possession, charge or control of the spilled substance shall take all reasonable and practical action, having due regard for the safety of the public and of himself or herself, to stop, contain and minimize the effects of the spill. Environmental incidents are to be reported to the project team within 24 hours.

The incident report is to include the following information:

- (a) The reporting person's name and telephone number,
- (b) The name and telephone number of the person who caused the spill,
- (c) The location, date and time of the spill,
- (d) The type and quantity of the substance spilled,
- (e) The cause and effect of the spill,
- (f) Details of action taken or proposed to comply with Section 3,
- (g) A description of the spill location and of the area surrounding the spill,
- (h) The details of further action contemplated or required,
- (i) The names of agencies on the scene, and
- (j) The names of other persons or agencies advised concerning the spill.

3.0 ENVIRONMENTAL PROTECTION PLANS (EPPS)

3.1 GENERAL ENVIRONMENTAL PROTECTION MEASURES

- Aquaparian will be monitoring on a part-time basis for all activities with a risk to the freshwater environment, primarily for activities around the HWM. The EM is to conduct a project start-up meeting with the contractors to review requirements of this EPP and verify environmental protection equipment is on site including spill prevention kits, filter fabric, site safety signage, hazardous material storage, garbage storage, permits etc;
- Inspect and verify all equipment is in good working order, clean and free of leaks prior to mobilizing on site;
- Store food and food waste in a secure container during works and remove off site when personnel are not on site to prevent attracting wildlife;
- Prepare a plan to remove equipment, fuel supplies and/or waste materials from the forest and project area at night to prevent wildlife from accessing it or causing a spill;
- Complete regular inspection of the emergency response plan and spill containment / recovery equipment, and spill response training programs;

- Inspection of the effectiveness of contractor's construction waste management program;
- Completion of monitoring reports and incident reports as necessary;
- Hazardous waste material generated in the course of the project (oil adsorbent pads, oily & grease covered rags, containers, etc.) shall be disposed of in compliance with hazardous waste regulations; and,
- A Spill Response Plan and Emergency Response Plan are to be developed by the contractor and kept in the site foreman's vehicle.

3.2 EXCAVATION OF SOILS AND VEGETATION REMOVAL

- No tree clearing is planned and if vegetation removal is required, it is expected to be minimal or potentially minor pruning. If more extensive clearing is required, it should be done outside of the migratory bird nesting season (March 1 – August 15). If not, a nesting survey should be completed within a week of the proposed clearing date, preferably no more than three days prior;
- Sediment and erosion control measures are to be put in place during removal of the existing bridge as it is surfaced with fill/soils and during earthworks required to prepare the site for the bridge abutments. This includes the following measures:
 - Earthworks are to be completed in dry weather whenever possible;
 - If soil stockpiles are to be stored for periods of time, they should be positioned at least 15m away from the stream and protected from erosion during heavy rain i.e. covered with poly or tarp; and,
 - A silt fence may be necessary at the toe of slope of the stream banks where the bridge removal and abutment work will occur to prevent sediment migration into the stream. It may also be necessary to cover exposed soils on the stream bank with poly sheeting or straw overnight or over weekends if heavy rain is forecast.
 - Upon completion, exposed soils should be covered with grass seed and straw or composted bark mulch or planted with native vegetation immediately to protect the stream banks from erosion.

3.3 SPILL PREVENTION & REPORTING

Aquaparian assumes construction will require the use of heavy equipment (excavator) and potentially small power tools such as a chain saw. No equipment is to enter the stream during construction.

- The contractor is to have Spill Prevention & Reporting procedures and Emergency Response Plan in place prior to the start of works;
- All work will be conducted in a manner that does not result in the deposit of a toxic or deleterious substance into the waters frequented by fish;
- Equipment fueling (if necessary) is to be completed in the upland away from the stream;
- Gerry cans of fuel will (if used) be stored in a Rubbermaid tub with a tight-fitting lid when not in use to prevent spillage;
- The Environmental Monitor (EM) is to be made aware of all fuel, oil and / or chemical spills that occur during the project;
- Containment, recovery and clean-up procedures are to be in place prior to the start of work;
- At least one spill containment boom should be on site for immediate deployment into the stream in case of accidental spill; and
- If a fuel or hydraulic oil spill occurs, the operator of the machine or equipment shall stop work immediately, address the immediate containment and clean-up of the spill and undertake the repair or replacement of the machinery before work is allowed to continue. The following spill response procedure is to be followed:

1. MAKE THE AREA SAFE
2. STOP THE FLOW (when possible)
3. SECURE THE AREA
4. CONTAIN THE SPILL
5. NOTIFY/REPORT
6. CLEAN-UP
7. SPILL REPORT

1. MAKE THE AREA SAFE

- Evaluate risk to Personal/Public and Environmental Safety;
- Wear appropriate Personal Protective Equipment (PPE);
- Never rush in, always determine the product spilled before taking action;

- Warn people in the immediate vicinity; and,
- Ensure no ignition sources if spill is a flammable material.

2. STOP THE FLOW (when possible and safe to do so)

- Act quickly to reduce the risk of environmental impacts;
- Close valves, shut off pumps or plug holes/leaks; and,
- Stop the flow or the spill at its source.

3. SECURE THE AREA

- Limit access to the spill area; and,
- Prevent unauthorised entry onto the site.

4. CONTAIN THE SPILL

- Prevent spilled material from entering the stream;
- Use spill sorbent material or containment boom to contain the spill;
- If necessary, use a dyke or any other method to prevent any discharge on site; and,
- Make every effort to minimize contamination.

5. NOTIFY/REPORT

- Verbally report all spills to the EM and the Project Manager immediately. All spills to the freshwater environment are to be reported to **EMBC (1-800-663-3456)**.

6. CLEAN-UP

- Determine required cleanup options;
- Mobilize recovery equipment and cleanup crew and direct cleanup activities;
- Dispose of all equipment and/or material used in clean up (e.g., used sorbent, oil containment materials, etc.) in accordance with MFLNRO requirements;
- Accidental spills may produce hazardous wastes (e.g., material with > 3% oil by mass) and contaminated soil. All waste disposals must comply with the *Environmental Management Act* and Regulations; and
- Replenish spill response kits and equipment.

7. SPILL REPORT

- Provide necessary spill details. A spill report should be completed and submitted to the Project Manager within 24 hours of the incident documenting the type and volume of spill, clean up and if external reporting was required; and,
- The EM will have the authority to shut down the work should fish or fish habitat be at risk. If directed by the project manager, the EM will make an external call to EMBC if necessary.

3.4 Concrete Management

It is unknown at this time if the footings of the bridge will require minor concrete pouring or if they will be constructed of pre-cast concrete slabs. In the case that concrete pouring is planned, the following recommendations are provided:

- No uncured concrete or concrete pour water is to enter the stream. High pH caused by uncured concrete is harmful to fish. Manage concrete pours (i.e. bridge and stair footings) to prevent spillage; ensure the concrete forms have tight fitting joints, concrete delivery hoses and chutes have adequate seals to prevent spillage, cover drying concrete with plastic when necessary to protect from rain etc;
- The contractor will be required to have a concrete pouring management plan in place before the pouring takes place in order to mitigate concrete laden pour water from being released to the freshwater environment;
- No concrete equipment / tools are to be washed down near the stream. If necessary, excavate a small pit at least 15 m away from the stream, line it with plastic for waste and wash water. Once the concrete is cured it can be removed from the site. Waste concrete will not be allowed to enter the stream and will be disposed of offsite; and
- Work in dry (no or low precipitation) weather conditions if possible during concrete pours.

4.0 CONCLUSION

This EPP has been formulated using standard environmental protection guidelines and regulations for working within and around a stream. Based on our findings in the Environmental Impact Assessment, the project is not expected to result in a negative impact to fish and fish habitat if all precautions outlined in this document are followed. Additionally, this project is not expected to affect the forest or wildlife habitat if the above precautions are followed.

The contractor(s) will be required to review this document and the Environmental Protection Measures outlined within it prior to the commencement of works. The contractor is to have a copy of this document on site at start-up.

If there are any questions regarding the content of the EPP, please contact the undersigned.

AQUAPARIAN ENVIRONMENTAL CONSULTING LTD.

Prepared by:

Reviewed by:



Jeni Rowell, B.Sc., BIT
Biologist-in-Training



Sarah Bonar, B.Sc. R.P.Bio
Senior Biologist / Principal

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5.0 REFERENCES

B.C. Ministry of Environment's A Users Guide to Working In and Around Water - Understanding the Regulation under British Columbia's *Water Act*. 2005.

http://www.env.gov.bc.ca/wsd/water_rights/cabinet/working_around_water.pdf

B.C. Ministry of Water, Land and Air Protection. Standards and Best Practices for Instream Works. 2004. <http://www.env.gov.bc.ca/wld/documents/bmp/iswstdsbpsmarch2004.pdf>

Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia. 2006.

http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare2006/develop_with_care_intro.html

Fisheries and Oceans Canada. Land Development Guidelines for the Protection of Aquatic Habitat. 1992. <http://www.dfo-mpo.gc.ca/Library/165353.pdf>



REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

Prior to the commencement of the Services and throughout the term, the Contractor must have the following insurance and may be asked to provide certificates of:

- a) Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.
- c) Pollution/Environmental Impairment Liability Insurance \$2M per occurrence/\$5M aggregate
- d) Contractor is responsible for any other insurance required to protect their interests.
- e) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage & Prime Contractor Designation

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and 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.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is

supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

14. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

15. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

16. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

17. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

18. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

19. CSA Seal or Provincial Certificate Approval

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

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

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

20. Rectification of Damage and Defects

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

21. Warranty and Guarantee

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

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

22. Statutes, Bylaws, Regulations and Permits

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

23. Site Inspection

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

24. Use of Premises

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

25. Clean Up

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

26. Change Orders

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

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

27. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

28. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

29. Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation if required.

30. Builder's Lien

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

writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

SIGNATURES

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

For the Regional District of Nanaimo:

Signature

Printed Name

For the Contractor:

Signature

Printed Name

SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

- (1) This duly executed Agreement
- (2) The duly executed Tender Form
- (3) All Addenda
- (4) Drawings
- (5) Written Specifications
- (6) The Tender Documents
- (7) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

- (a) Up to the Tender Price of \$ _____ and;
- (b) Payments made on account of change orders, as may be required by the Contract Documents.

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

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

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

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