



REQUEST FOR TENDERS No. 21-052

Roof Shelter for Coal Car Display at Extension Miners Community Park

ISSUED: July 12, 2021

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on August 11, 2021

Submissions and Questions are to be directed to:

Kelsey Anne Cramer, Parks Planner
Telephone: 250-248-4744 ext. 3664
Email: kcramer@rdn.bc.ca

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

Pre-Bid Site Meeting:

No site meeting will be held. Vendors are to view the site on their own.

Tenders will not be opened in public



Instructions to Bidders

ARTICLE 1: Closing Date/Time/Location

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on August 11, 2021

Submission Method:

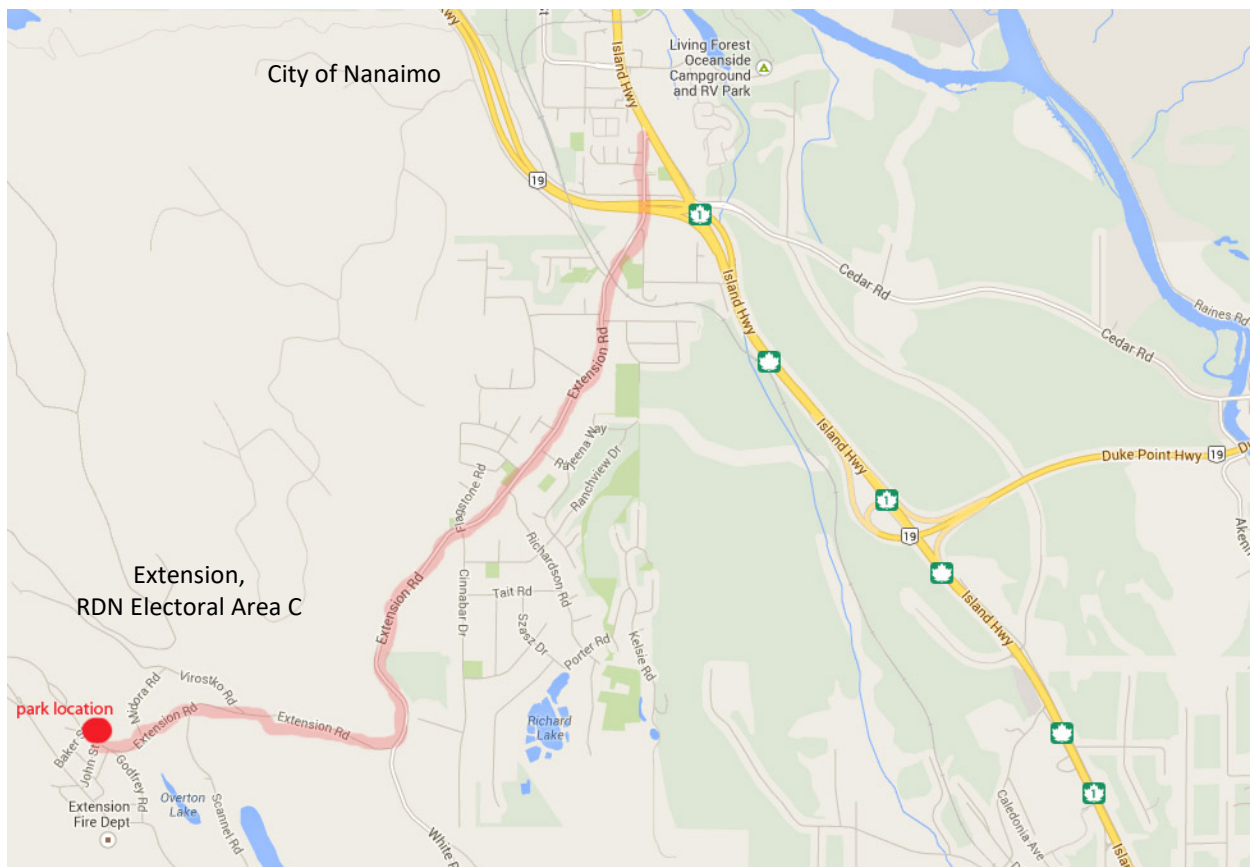
By Email: With “21-052 Coal Car Roof Shelter” as the subject line to this electronic address:

kcramer@rdn.bc.ca

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

ARTICLE 2: Pre-Bid Site Visit

No site meeting will be held. Vendors are to view the site on their own, which is located at 2935 Extension Road (see map below).





ARTICLE 3: Amendment to Tenders

Tenders may be amended in writing and sent via email at kcramer@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 kcramer@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 be completed by November 30, 2021.

Scope of Services

1. INTRODUCTION

The purpose of this Tender is to solicit submissions from qualified firms to construct a timber roof shelter, per the attached design drawings, over the replica coal car located within Extension Miners Community Park. The original mine ventilation fan must also be lifted and fastened to the concrete base already constructed in the park.

Construction access must be coordinated with one or both neighbours to the park. The RDN will be the primary contact with the neighbours.



A Building Permit has been issued for the project and a Field Copy Package must always be on site.

2. GENERAL SCOPE OF SERVICES

Scope of Work:

- a) Attend a pre-construction meeting with RDN staff and the project Engineer to discuss the project and work schedule.
- b) Act as Prime Contractor for the site and ensure public safety during the project. Temporary park closures may be permitted if necessary. The Contractor is to post relevant safety and public access signage at the park entrance, along with contact information.
- c) Avoid damage to all trees on site. Selective pruning of branches is permitted to improve construction access if done to ISA standards for proper pruning cuts to trees.
- d) Install the fan located on site to the concrete base in the park.
- e) Construct the timber shelter over the Coal Car, including concrete footings, roofing, and fencing/gate.
- f) Ensure the Engineer (Opus Engineering) and RDN Building Inspector are notified for field reviews as per the drawings and building permit as necessary.
- g) Site finishing – make good all disturbance to the ground surface, including overseeding with grass seed as necessary.
- h) Access – repair and make good any site conditions that may have been altered for access to the project site, including areas on neighbouring property.

Please refer to the Appendix for the Detailed Drawings prepared by Opus Engineering, the Geotechnical Field Review prepared by Lewkowich Engineering, and the Building Permit Field Copy Package.

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 seven (7) business days from the date of acceptance of this Tender the Contractor shall execute a contract with the RDN to perform the described work.



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. 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 reserves the right to correct any mathematical errors.

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. The RDN reserves the right to award the work in whole or in part or to add or delete any portion of the work.

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 RFP, 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, as a result 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

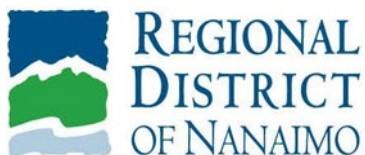
All Tenders, including any attachments and other documentation, submitted to and accepted by the RDN in response to this Tender become the property of the RDN.

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.

Appendices:

1. Geotechnical Field Review prepared by Lewkowich Engineering
2. Detailed Drawings prepared by Opus Engineering
3. Building Permit Field Copy Package consisting of:
 - a) RDN Building Permit 21-000309.
 - b) Lewkowich Engineering Associates Geotechnical Field Review dated September 30, 2020.
 - c) British Columbia Building Code 2018 – Schedule B.
 - d) RDN Building Permit Inspections Sheet.
 - e) RDN Extension Miners Community Park Site Plan DWG 02.



TENDER FORM
Tender No. 21-052: Roof Shelter for Coal Car Display
Page 1 of 2

Date: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

To: Kelsey Anne Cramer, Parks Planner, kcramer@rdn.bc.ca

Having examined the Project site and having carefully examined all documents including any addenda issued as supplements thereto, and having examined the site, we hereby offer to perform the Work set forth in the aforesaid documents for the Stipulated 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.

Stipulated Contract Price:

(The RDN has no fence preference. Low bidder will be established by the lowest compliant bid regardless of fence option)

PICKET FENCE OPTION:

Lump Sum Price: \$ _____

Goods and Services Tax (GST) \$ _____

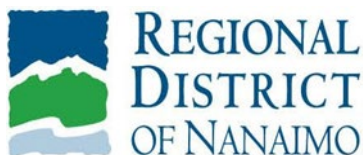
Total Price \$ _____

WIRE MESH FENCE OPTION:

Lump Sum Price: \$ _____

Goods and Services Tax (GST) \$ _____

Total Price \$ _____



TENDER FORM
Tender No. 21-052: Roof Shelter for Coal Car Display
Page 2 of 2

ACCEPTANCE

- The tender is open to acceptance for a period of thirty (30) calendar days from the date of bid closing.
- Submission of this Bid implies acceptance of the existing conditions at the site.
- We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.
- The Owner reserves the right to waive minor defects or irregularities in the bid.
- 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.
- The successful contractor is to provide their own water, sanitation facilities and power, if required.
- Prior to commencing work, the successful contractor will be required to provide the RDN with its latest WorkSafe BC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date.
- Prior to commencing work, the successful contractor will be required to provide a Comprehensive General Liability Insurance certificate in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Owner is to be listed as an additional insured on the certificate.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)



Lewkowich Engineering Associates Ltd.

geotechnical • environmental, health & safety • materials testing

GEOTECHNICAL FIELD REVIEW

Regional District of Nanaimo, Recreation & Parks
830 W. Island Highway
Parksville, BC
V9P 2X4

File: F8758.01
Date: September 30, 2020

ATTENTION: Mr. Mark Dobbs

PROJECT: DISPLAY KIOSK, MINERS PARK, EXTENSION, BC

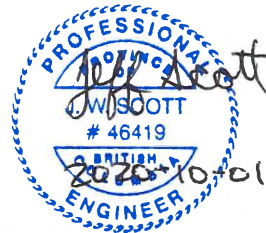
SUBJECT: GEOTECHNICAL SITE OBSERVATIONS – DISPLAY KIOSK BEARING

1. As requested, Lewkowich Engineering Associates Ltd. (LEA) attended the above noted property September 30, 2020, to observe and comment on bearing conditions as relates to the support of a new proposed display kiosk.
2. LEA performed hand probing within the proposed subject area revealing a firm to compact layer consisting of coal waste with sand and gravel. LEA observed an organic surface layer up to 250mm in depth. Organic material (Grass, roots) should be removed prior to placement of proposed construction.
3. It is the opinion of LEA that the observed bearing conditions will provide a suitable base of support for the proposed construction. A bearing value of 75 kPa may be applied to the soil supporting proposed loads.
4. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further assistance, please contact us at your convenience.

Respectfully Yours,
Lewkowich Engineering Associates Ltd.



Andrew Bates, CTech
Technician



Jeff Scott, P.Eng.
Geotechnical Engineer

1.0 GENERAL NOTES:

- .01 ALL DESIGN HAS BEEN COMPLETED IN ACCORDANCE WITH THE 2018 BC BUILDING CODE. CONSTRUCTION MUST BE IN ACCORDANCE WITH THIS BUILDING CODE AS WELL AS THE LATEST EDITION OF ALL REFERENCED CODES AND ALL LOCAL BY-LAWS.
- .02 THIS SET OF DRAWINGS SHOWS THE COMPLETED PROJECT. THEY DO NOT SHOW COMPONENTS THAT MAY BE NECESSARY FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS RESPONSIBLE FOR FOR SAFETY IN AND AROUND THE JOB SITE DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE BRACING OF THE STRUCTURE DURING CONSTRUCTION. ANY BRACING SHOWN ON THESE DRAWINGS IS FOR THE COMPLETED STRUCTURE ONLY.
- .03 ONLY STRUCTURAL COMPONENTS DETAILED ON THESE DRAWINGS HAVE BEEN DESIGNED BY OPUS ENGINEERING LTD. OTHER STRUCTURAL COMPONENTS ARE THE RESPONSIBILITY OF THEIR RESPECTIVE DESIGNERS.
- .04 DESIGN LOADS ARE IN ACCORDANCE WITH THE 2018 BC BUILDING CODE AND THE STRUCTURAL COMMENTARIES TO THE NATIONAL BUILDING CODE OF CANADA 2015.
- DESIGN SNOW LOADS: $S_s=2.1$ kPa, $S_r=0.40$ kPa
DEAD LOADS - ROOF $=0.6$ kPa
WIND LOAD $q_{10}=0.39$ kPa $q_{50}=0.50$ kPa
SEISMIC LOADS BASED ON $S_a(0.2)=1.050$ $S_a(0.5)=0.973$ $S_a(1.0)=0.562$ $S_a(2.0)=0.339$ $P_GA=0.46$
SITE CLASS-D
 $I_s=1.0$ STRENGTH & 0.75 SERVICEABILITY $I_w=1.0$ STRENGTH & 0.75 SERVICEABILITY $I_e=1.0$
- .05 CHECK ALL DIMENSIONS ON THE STRUCTURAL DRAWINGS. DO NOT SCALE THESE DRAWINGS.

2.0 INSPECTIONS:

- .01 THE BUILDING CODE REQUIRES INSPECTIONS TO BE CARRIED OUT TO CONFIRM THAT THE CONSTRUCTION CONFORMS WITH OUR DRAWINGS AND SPECIFICATIONS.
- .02 THE ENGINEER REQUIRES A MINIMUM OF 24 HOURS' ADVANCE NOTICE FOR AN INSPECTION.
- .03 INSPECTIONS ARE REQUIRED AS FOLLOWS:
CONCRETE & REINFORCING STEEL - AFTER PLACING OF REINFORCEMENT & BEFORE POURING CONCRETE.
WOOD FRAMING - AFTER ERECTION & PRIOR TO COVERING FROM VIEW.

3.0 FOUNDATIONS:

- .01 FOUNDATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH AN ASSUMED BEARING CAPACITY OF 1500 psf SERVICE LOADS (2000 psf for FACTORED LOADS).

4.0 CONCRETE AND REINFORCING:

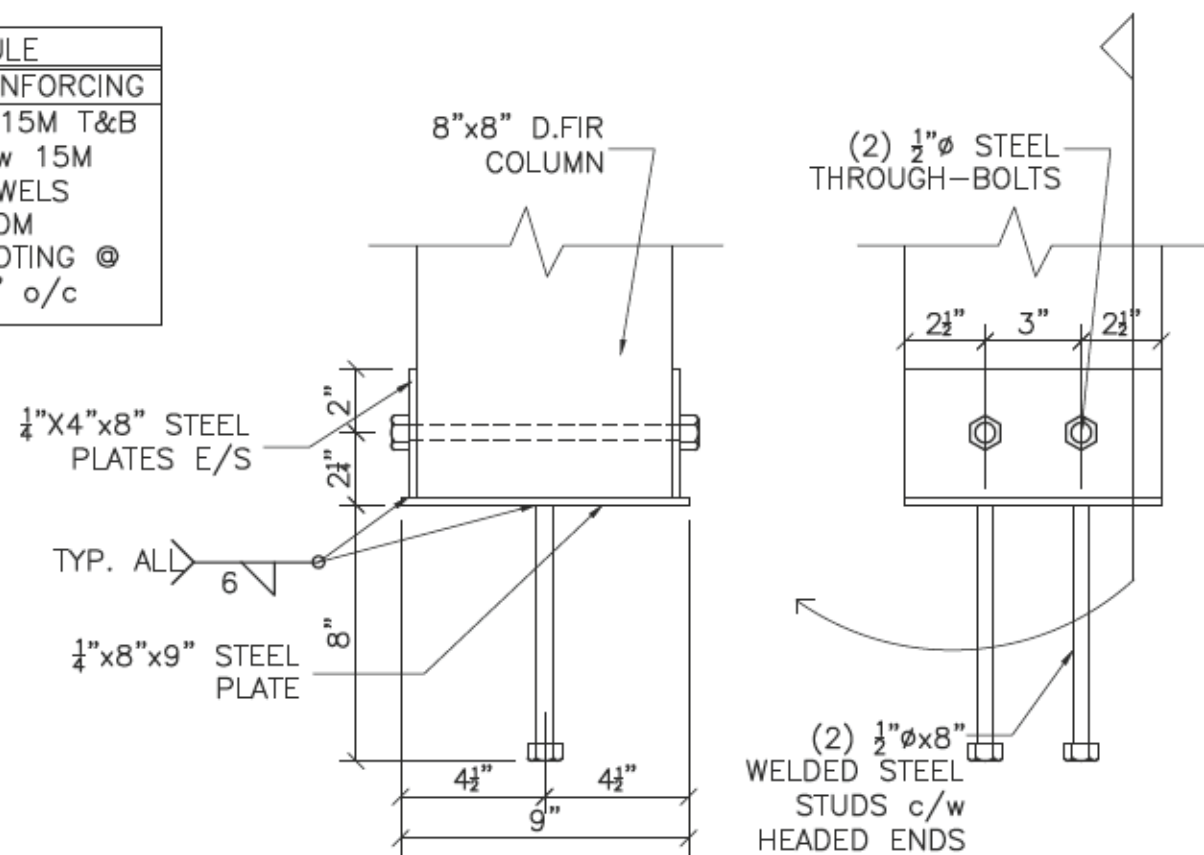
- .01 ALL CONCRETE WORK SHALL CONFORM THE REQUIREMENTS OF CAN A.23.1
- .02 CONCRETE SHALL BATCHED USING TYPE 10 PORTLAND CEMENT TO MEET THE FOLLOWING SPECIFICATIONS:
- | LOCATION | 28-DAY STRENGTH (MPa) | MAX AGG (mm) | MAX WATER/CEMENT | AIR ENTRAIN | SLUMP |
|----------|-----------------------|--------------|------------------|-------------|------------|
| ALL | 25 | 20 | 0.50 | 4-7% | 100-150 mm |
- .03 COMPACT CONCRETE WITH INTERNAL VIBRATORS TO ENSURE A DENSE FINISHED PRODUCT.
- .04 REINFORCING SHALL BE NEW DEFORMED STEEL WITH A YIELD STRENGTH OF 400 MPa
- .05 EXCEPT WHERE NOTED OTHERWISE, ALL REINFORCING SHALL HAVE CLEAR COVER AS FOLLOWS:
EXPOSED TO EARTH OR WEATHER NOT EXPOSED
- | SURFACES CAST AGAINST THE GROUND | BEAMS, COLUMNS, OR PILES - PRINCIPAL REINF | TIES, STIRRUPS |
|----------------------------------|--|----------------|
| 3" | 1 1/2" | 1" |
| 2" | 1 1/8" | 3/4" |
- SLABS OR WALLS
- .06 ALL REINFORCING BARS SHALL BE TIED SECURELY TO PREVENT DISPLACEMENT. COLUMNS, PILASTERS AND BEAM STIRRUPS SHALL HAVE TIES HOOKED 135 DEGREES OR AS DETAILED ON THESE DRAWINGS.
- .07 UNLESS NOTED OTHERWISE, LAP LENGTHS FOR REINFORCING SHALL BE AS FOLLOWS:
- | BAR SIZE | 10M | 15M | 20M | 25M | 30M | 35M |
|----------|-----|-----|-----|-----|-----|-----|
| LAP (in) | 18" | 26" | 28" | 36" | 43" | 51" |
- .08 NO SPLICES ARE PERMITTED WITHOUT THE ENGINEER'S APPROVAL WHERE THE LENGTH OF BARS HAVE BEEN GIVEN ON THE DRAWINGS. WELDING OF REINFORCEMENT IS NOT ACCEPTABLE WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
- .09 PROVIDE CORNER BARS TO MATCH SIZE AND SPACING OF HORIZONTAL WALL REINFORCING. LAP DOWELS AS NOTED ABOVE.
- .10 WHERE CONCRETE SURFACES ARE TO BE EXPOSED, ONLY NON-CORROSIVE TYPE REINFORCING CHAIRS SHALL BE USED TO SUPPORT REINFORCING.

5.0 STRUCTURAL WOOD FRAMING:

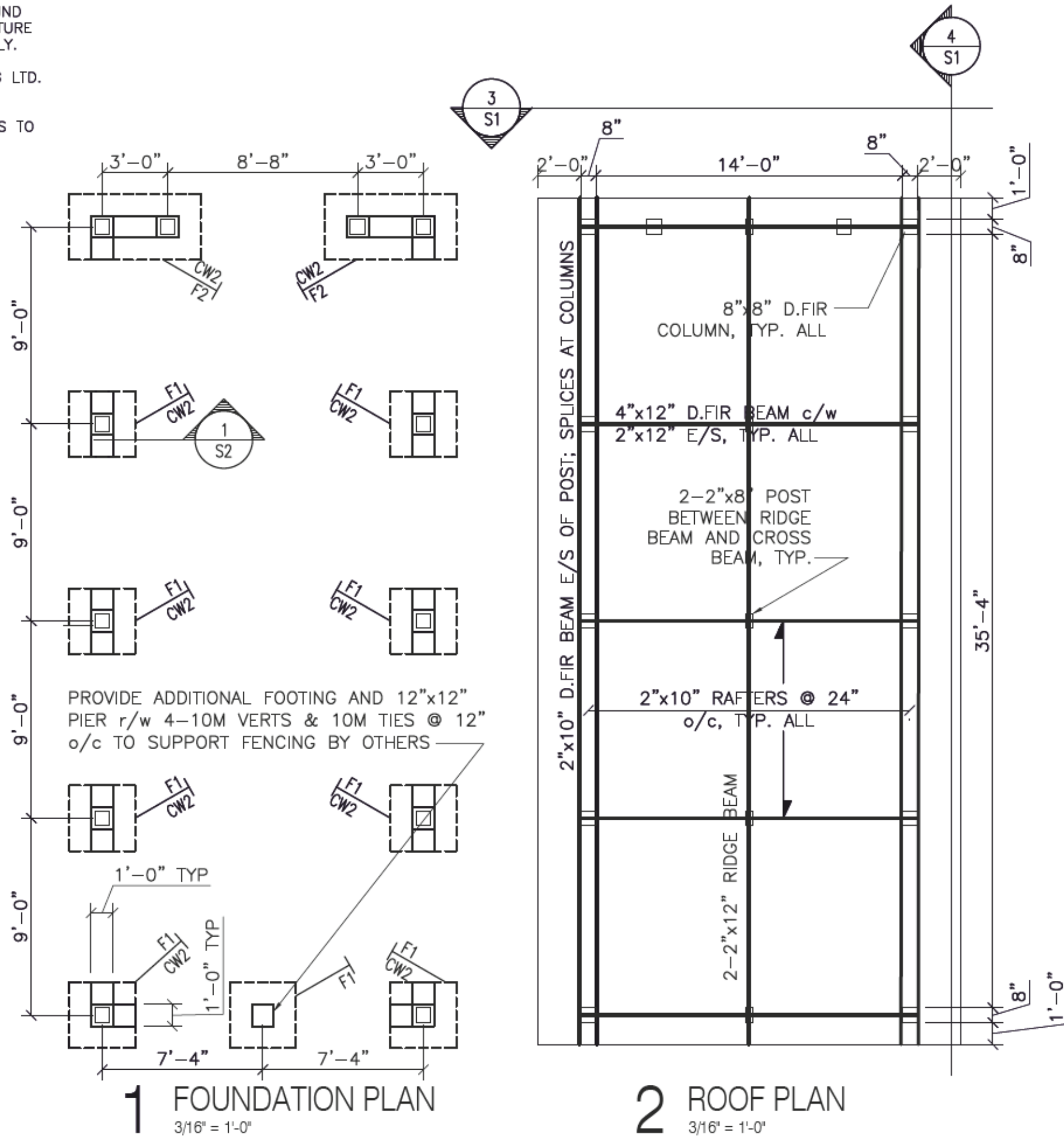
- .01 TIMBER FRAMING SHALL BE AS INDICATED ON THE DRAWINGS TO COMPLY WITH CSA-086.1-14. UNLESS OTHERWISE NOTED, ALL TIMBER BEAMS AND COLUMNS SHALL BE D. FIR #2 OR BETTER WITH A MAXIMUM MOISTURE CONTENT OF 19% AT THE TIME OF INSTALLATION. FINGER-JOINTED STUDS ARE NOT PERMITTED.
- .02 LUMBER FOR JOISTS SHALL BE SPF#2 OR BETTER
- 6.0 MISCELLANEOUS STEEL:
- .01 ALL MISC. STEEL TO BE GALVANIZED OR STAINLESS AND PAINTED FLAT BLACK IN SHOP.
- .02 ALL STEEL PLATES TO BE GRADE 300W OR BETTER.
- .03 ALL METAL ROOF DECKING TO BE 24 G. CL439 METAL ROOF PANELS SUPPLIED BY VICWEST BUILDING PRODUCTS OR PRE-APPROVED ALTERNATIVE. COLOR BY OWNER. INSTALL WITH FLUTES RUNNING PARALLEL TO ROOF SLOPE. PROVIDE LAP SEALANT AT ALL JOINED EDGES.
- .04 NEW PERIMETER FENCE TO BE 3-RAIL PICKET COMMERCIAL PANELS. FENCE TO BE FINISHED WITH E-COAT PROTECTIVE GALVANIZING AND FLAT BLACK POWDER-COAT FINISH. PICKET PANEL HEIGHT TO BE 8'-0" ABOVE GRADE. ANCHOR POSTS TO CONCRETE FOUNDATION. GATE TO BE MOUNTED FROM 8x8 WOOD POST WITH 4"x1 1/2" INDUSTRIAL HINGES AND SOLDAN LATCH.
- .05 ALL NUTS, BOLTS, AND WASHERS TO BE HOT-DIP GALVANIZED.

FOOTING SCHEDULE		
MARK	SIZE	REINFORCING
F1	36"x36"x10"	3-15M E/W BTM
F2	72"x36"x10"	3-15M LONG; 6-15M SHORT

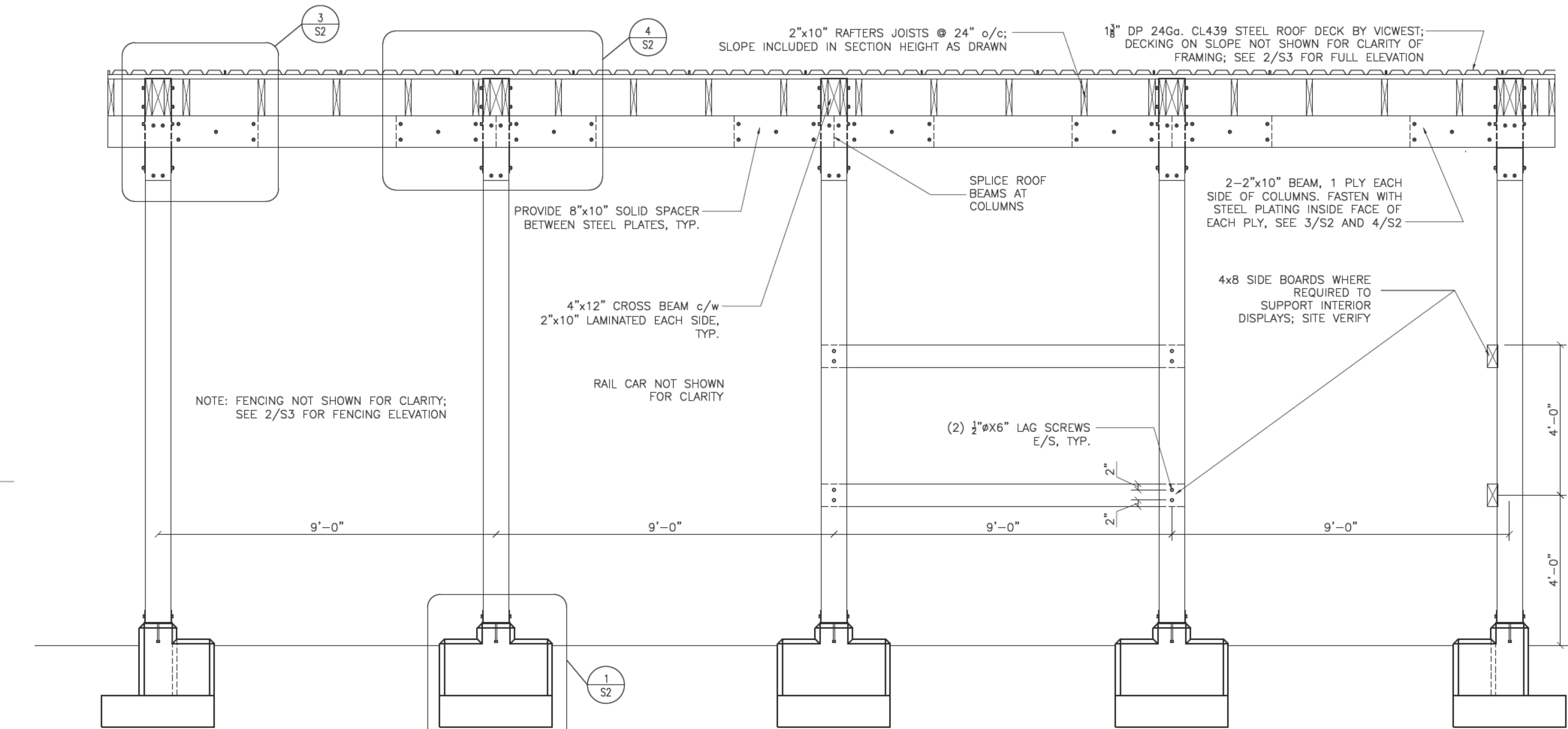
CONCRETE STUB WALL SCHEDULE		
MARK	SIZE	REINFORCING
CW1	12" WIDE x 1'-6" TALL CONC. WALL AS SHOWN. PROVIDE 12"x12" UPSTAND BELOW WOOD POSTS	2-15M T&B c/w 15M DOWELS FROM FOOTING @ 12" o/c



5 BASE PLATE DETAIL
S1 2' = 1'-0"



2 ROOF PLAN
3/16" = 1'-0"



4 FRAME ELEVATION
S1 1/2" = 1'-0"

NOTE: FENCING NOT SHOWN FOR CLARITY; SEE 1/S3 FOR FENCING ELEVATION

3 FRAME ELEVATION
S1 1/2" = 1'-0"

REVISION	DATE	No.
ISSUE FOR CLIENT REVIEW	2021.12.30	0
ISSUE FOR BUILDING PERMIT	2021.04.26	1

NOTES

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THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, REPORT ALL ERRORS AND OMISSIONS TO OPUS ENGINEERING LTD. PRIOR TO THE COMMENCEMENT OF WORK.

STRUCTURAL ENGINEER

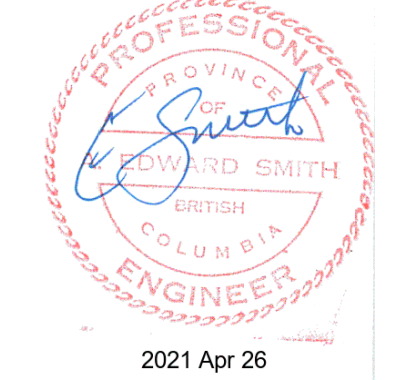


CONSULTING STRUCTURAL ENGINEERS

OPUS ENGINEERING LTD.

2, 1850 NORTHFIELD ROAD
NANAIMO, B.C. V9S 3B3
PHONE: (250) 758-1893 FAX: (250) 758-1895
eds@OpusEng.ca

SEAL



CLIENT

REGIONAL DISTRICT OF NANAIMO

PROJECT

DISPLAY KIOSK
MINER'S COMMUNITY PARK
EXTENSION, BC

TITLE

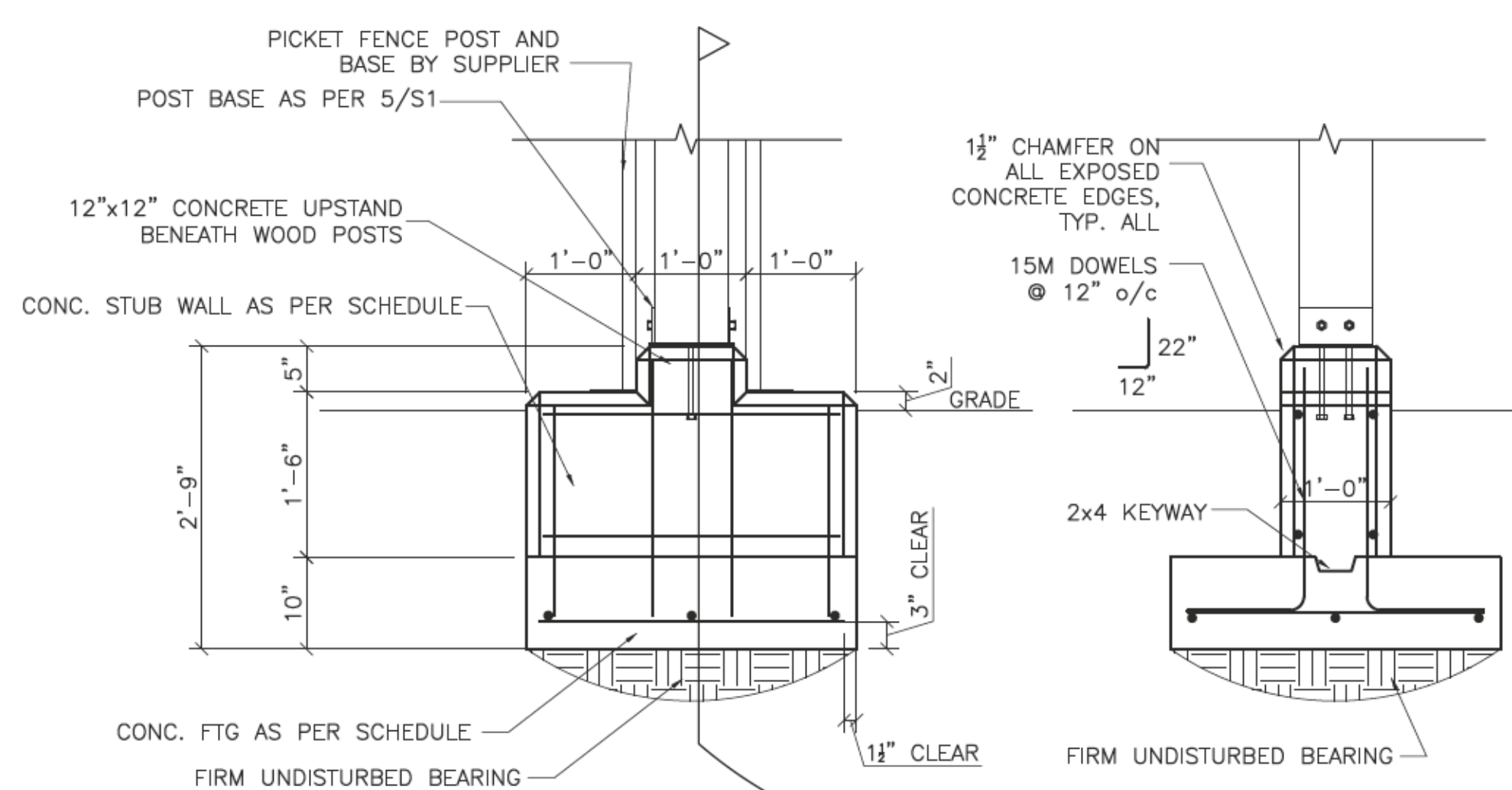
PLAN VIEWS,
ELEVATIONS,
& FOUNDATION DETAIL

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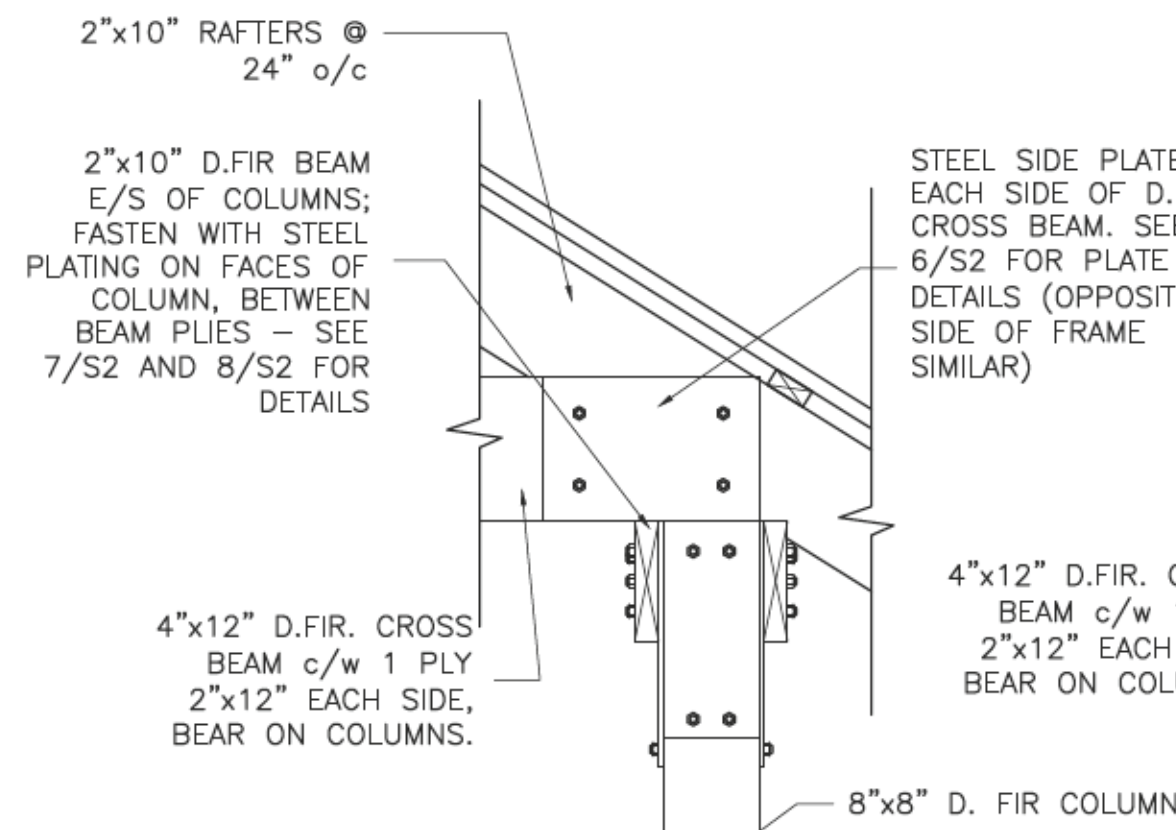
DATE: DEC 2020

SCALE: AS NOTED

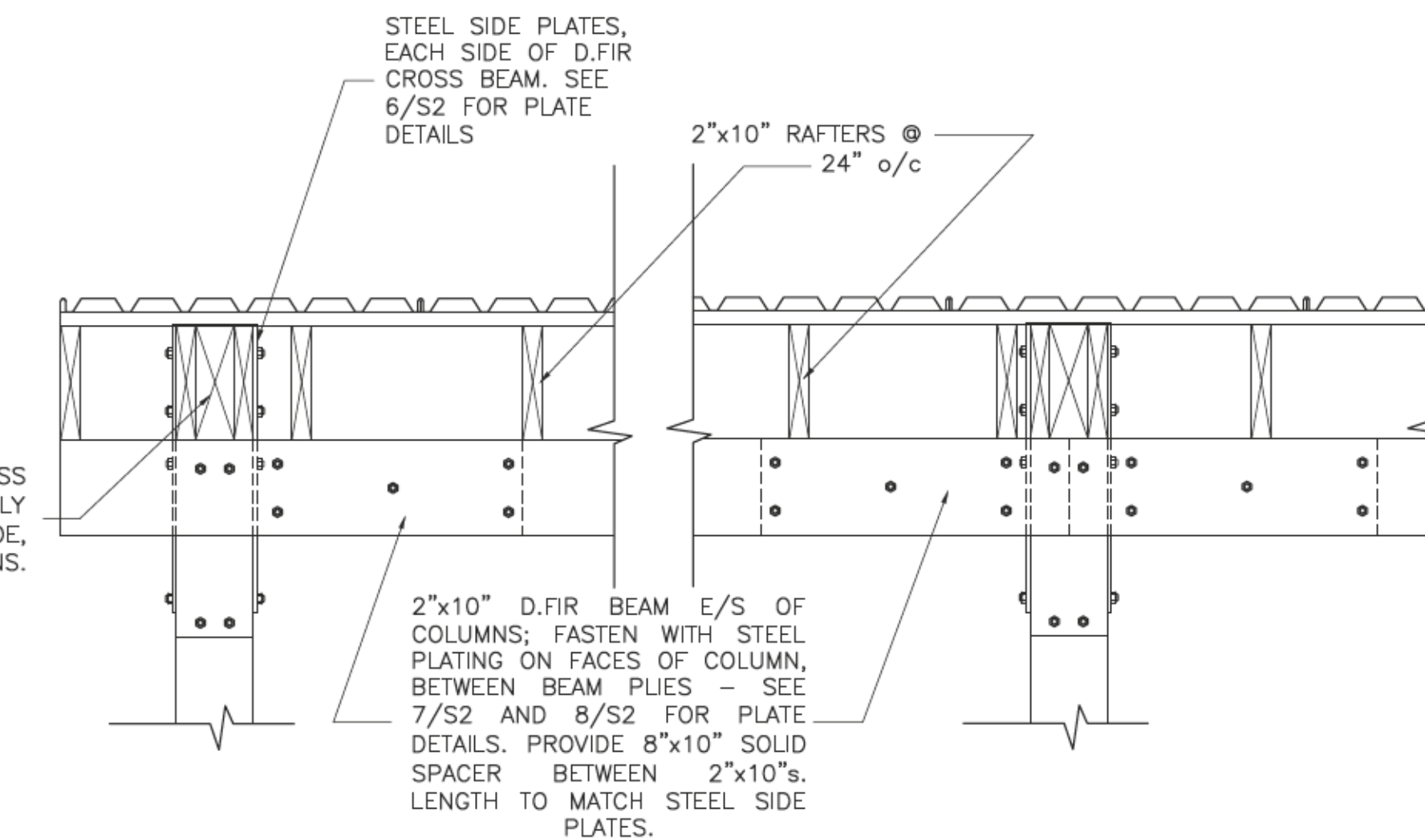
S1
1



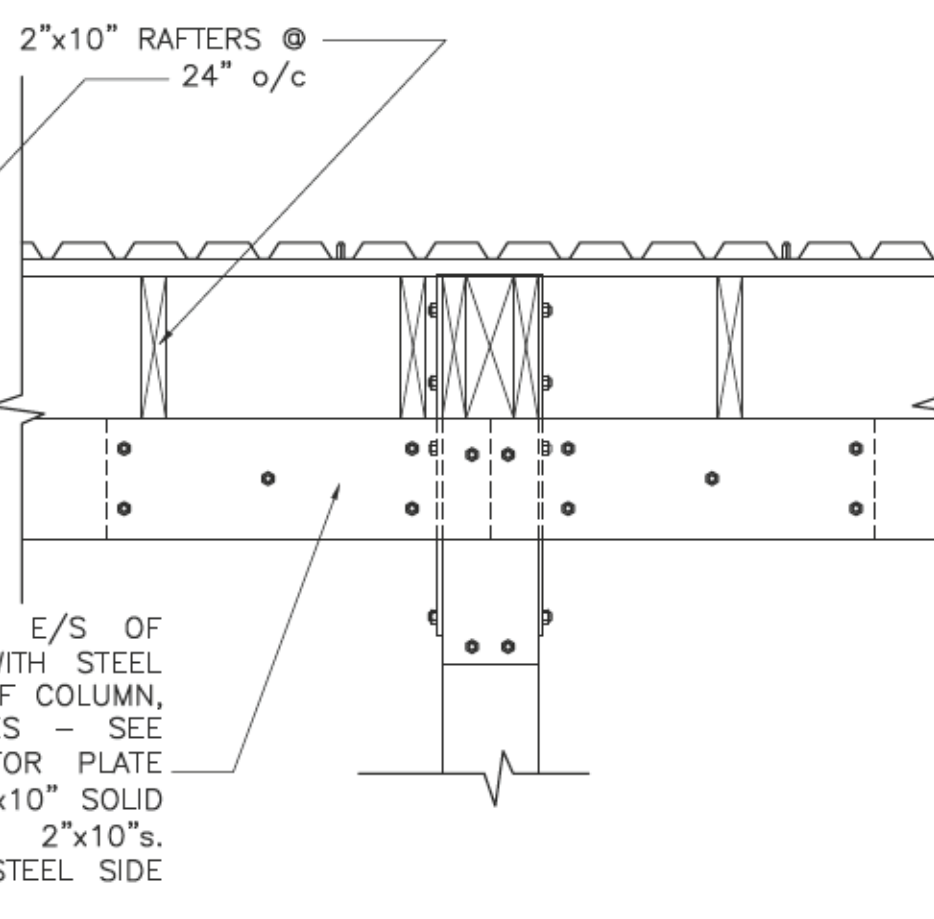
1 FOOTING/PIER SECTION
S1 3/4" = 1'-0"



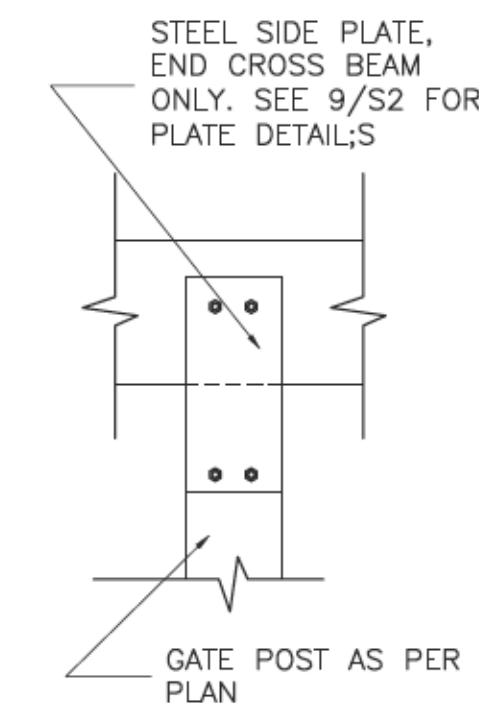
2 COLUMN/BEAM CONNECTION
S1 3/4" = 1'-0"



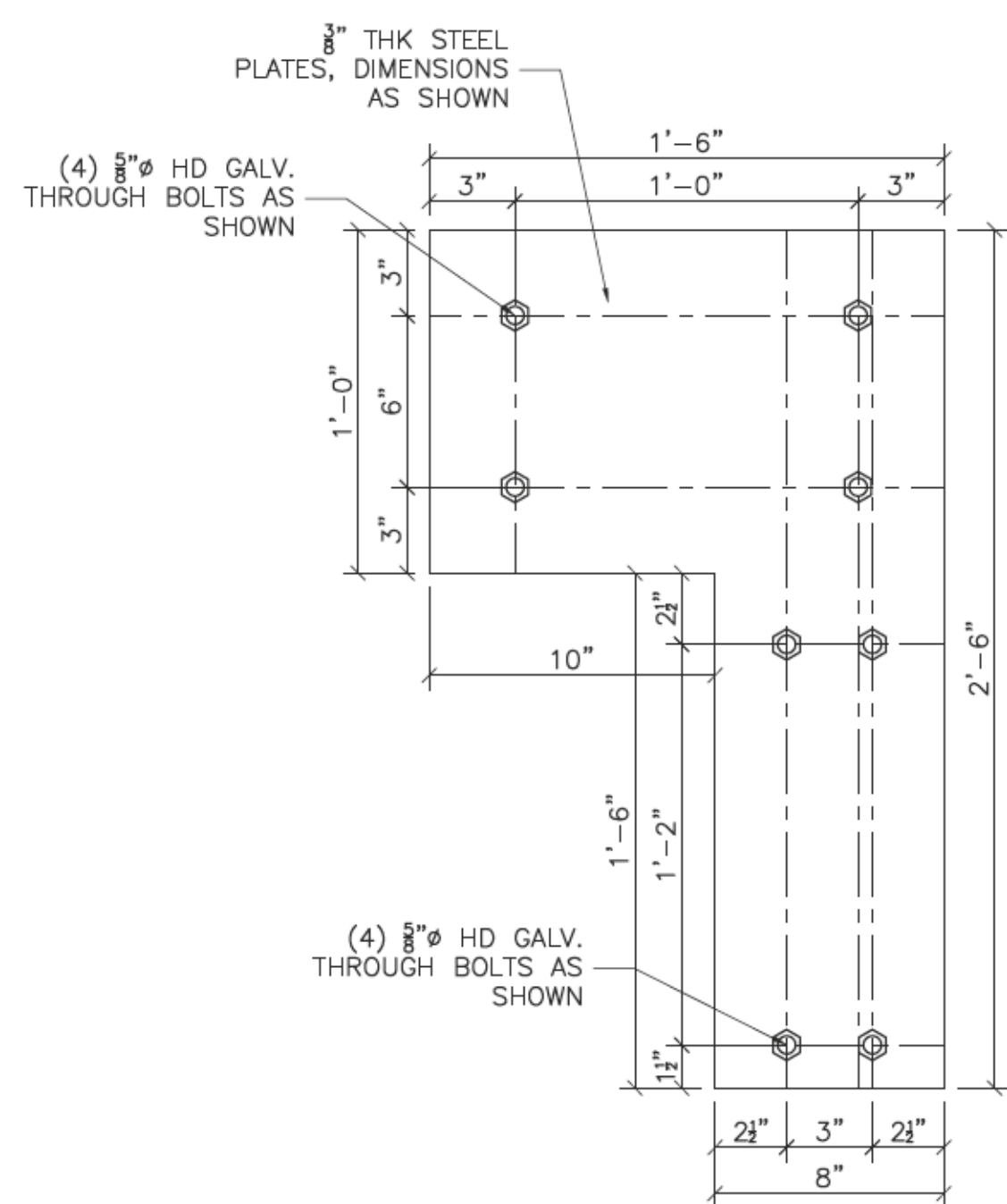
3 COLUMN/BEAM CONNECTION
S1 3/4" = 1'-0"



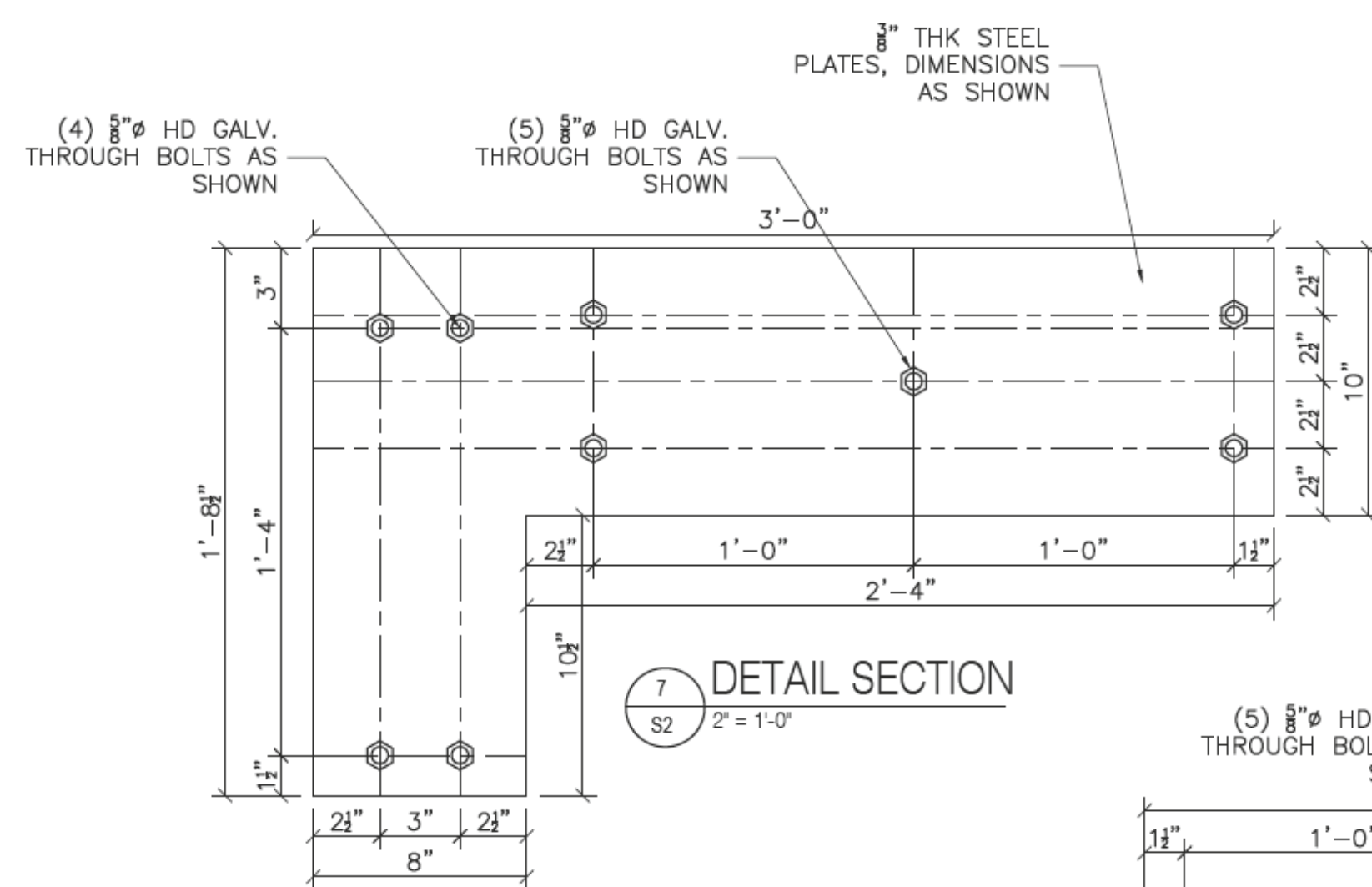
4 COLUMN/BEAM CONNECTION
S1 3/4" = 1'-0"



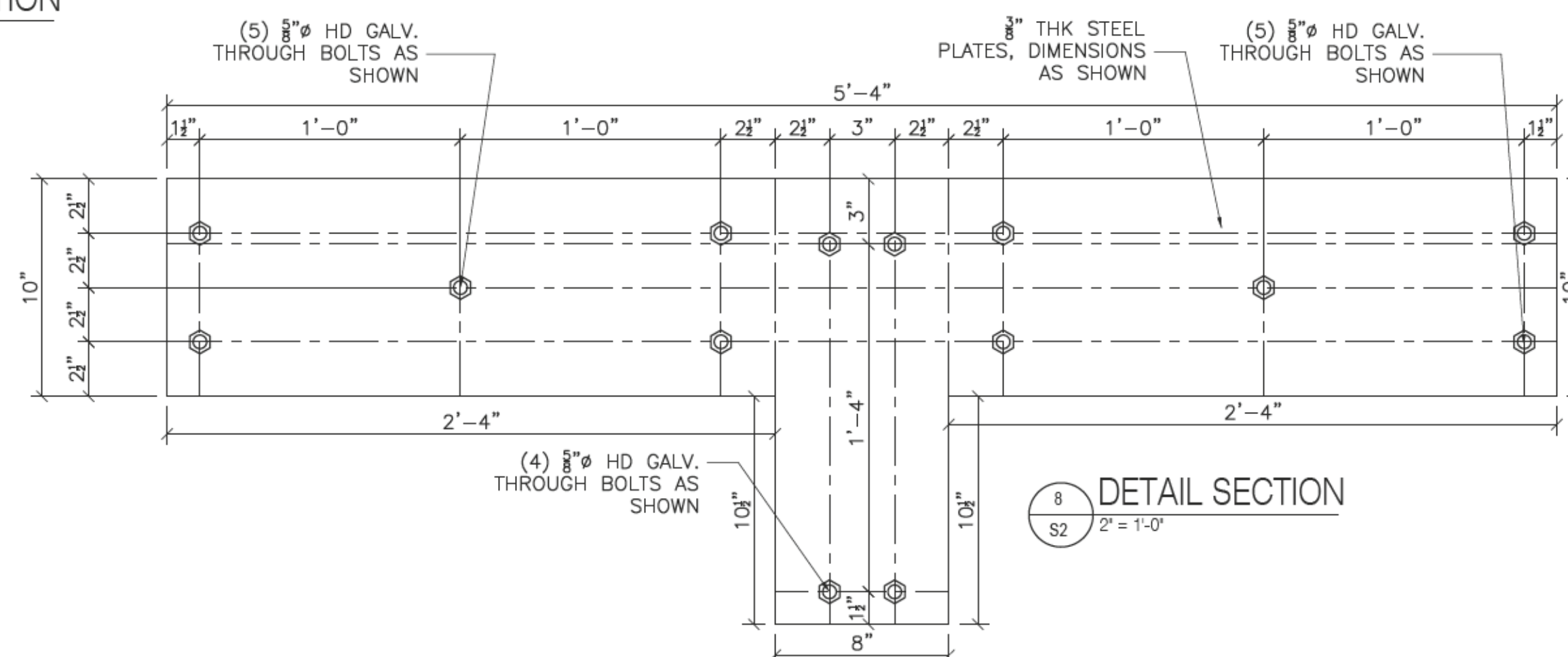
5 COLUMN/BEAM CONNECTION
S1 3/4" = 1'-0"



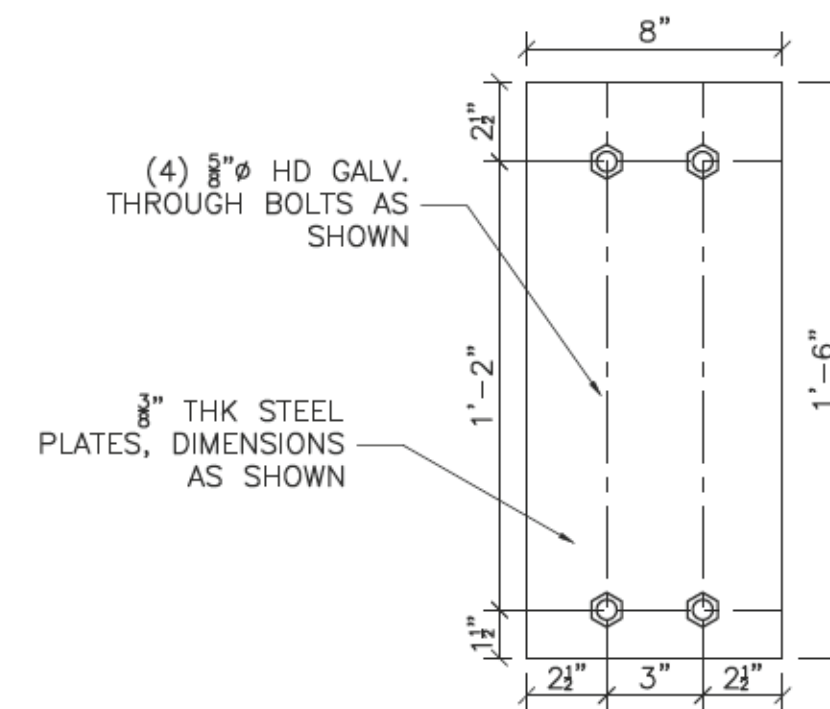
6 DETAIL SECTION
S2 2" = 1'-0"



7 DETAIL SECTION
S2 2" = 1'-0"



8 DETAIL SECTION
S2 2" = 1'-0"



9 DETAIL SECTION
S2 2" = 1'-0"

REVISION	DATE	No.
ISSUE FOR CLIENT REVIEW	2020.12.30	0
ISSUE FOR BUILDING PERMIT	2021.04.26	1

NOTES

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STRUCTURAL ENGINEER

OPUS ENGINEERING

CONSULTING STRUCTURAL ENGINEERS

OPUS ENGINEERING LTD.

2, 1850 NORTHFIELD ROAD
NANAIMO, B.C. V9S 3B3
PHONE: (250) 758-1893 FAX: (250) 758-1895
eds@OpusEng.ca

SEAL

PROFESSIONAL ENGINEER

EDWARD SMITH

BRITISH COLUMBIA

2021 Apr 26

CLIENT

REGIONAL DISTRICT OF NANAIMO

PROJECT

**DISPLAY KIOSK
MINER'S COMMUNITY PARK
EXTENSION, BC**

TITLE

**CONNECTION DETAILS
GATE ELEVATION
& FENCING ATTACHMENT**

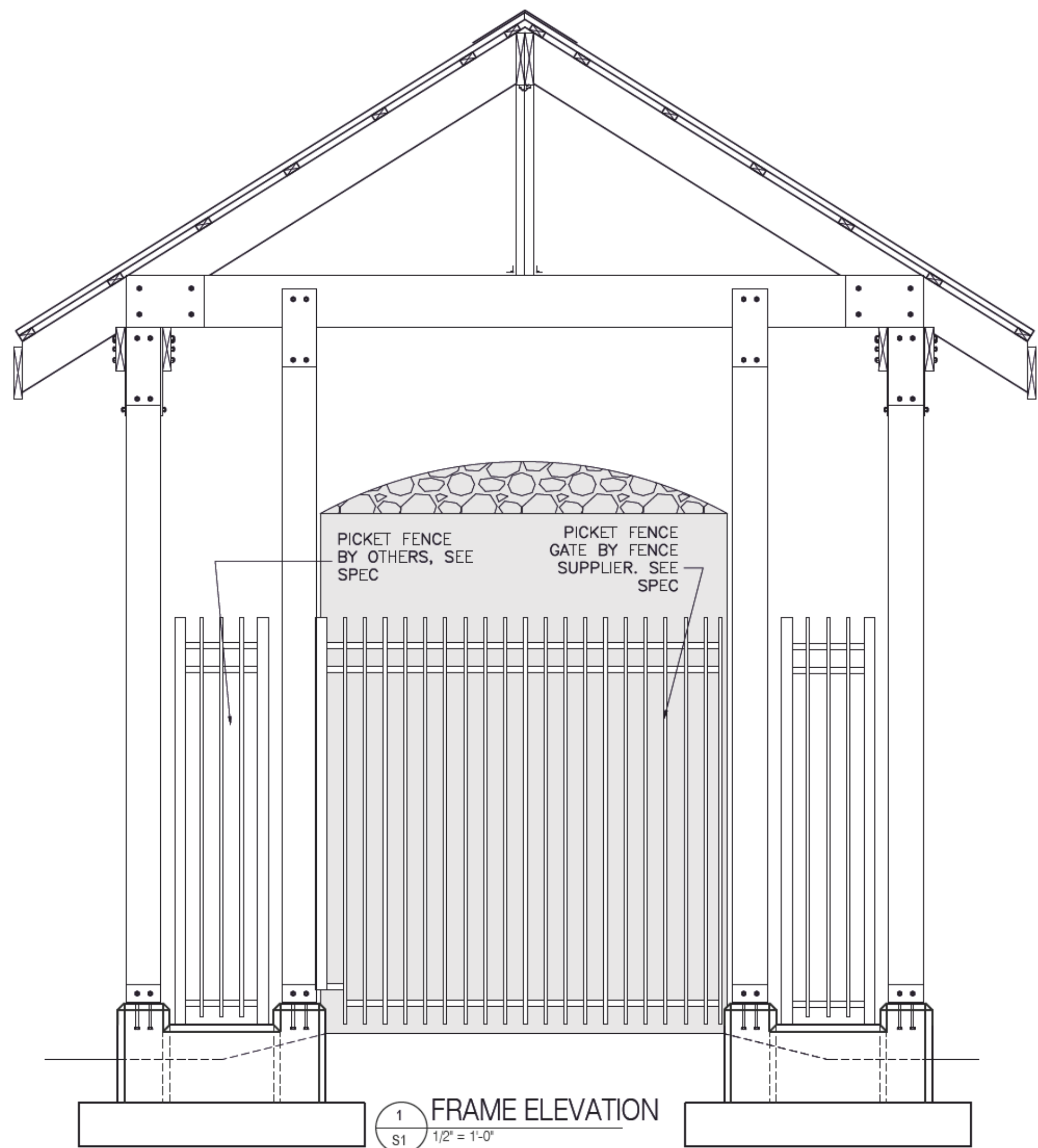
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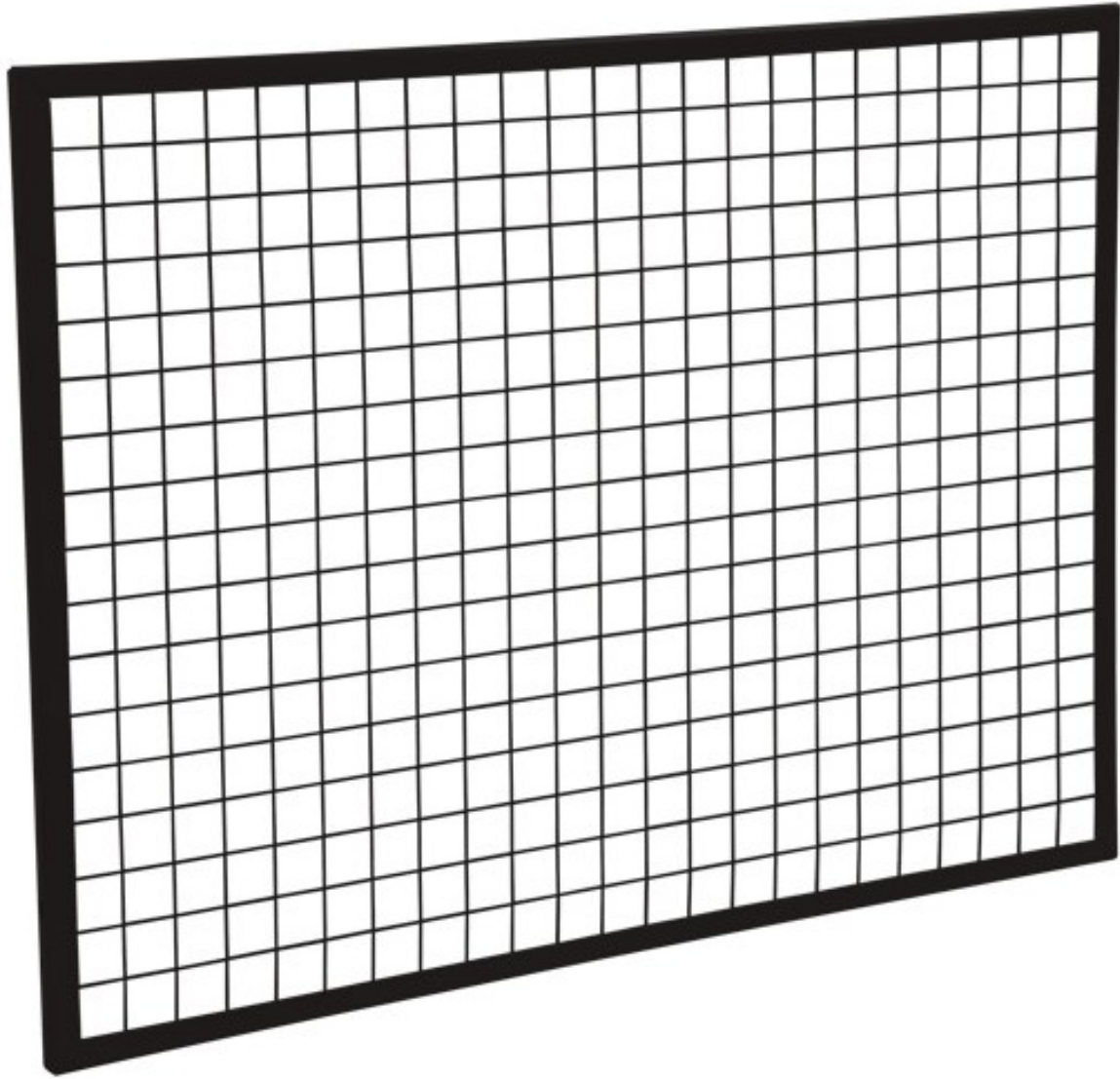
DATE: DEC 2020

SCALE: AS NOTED

S2

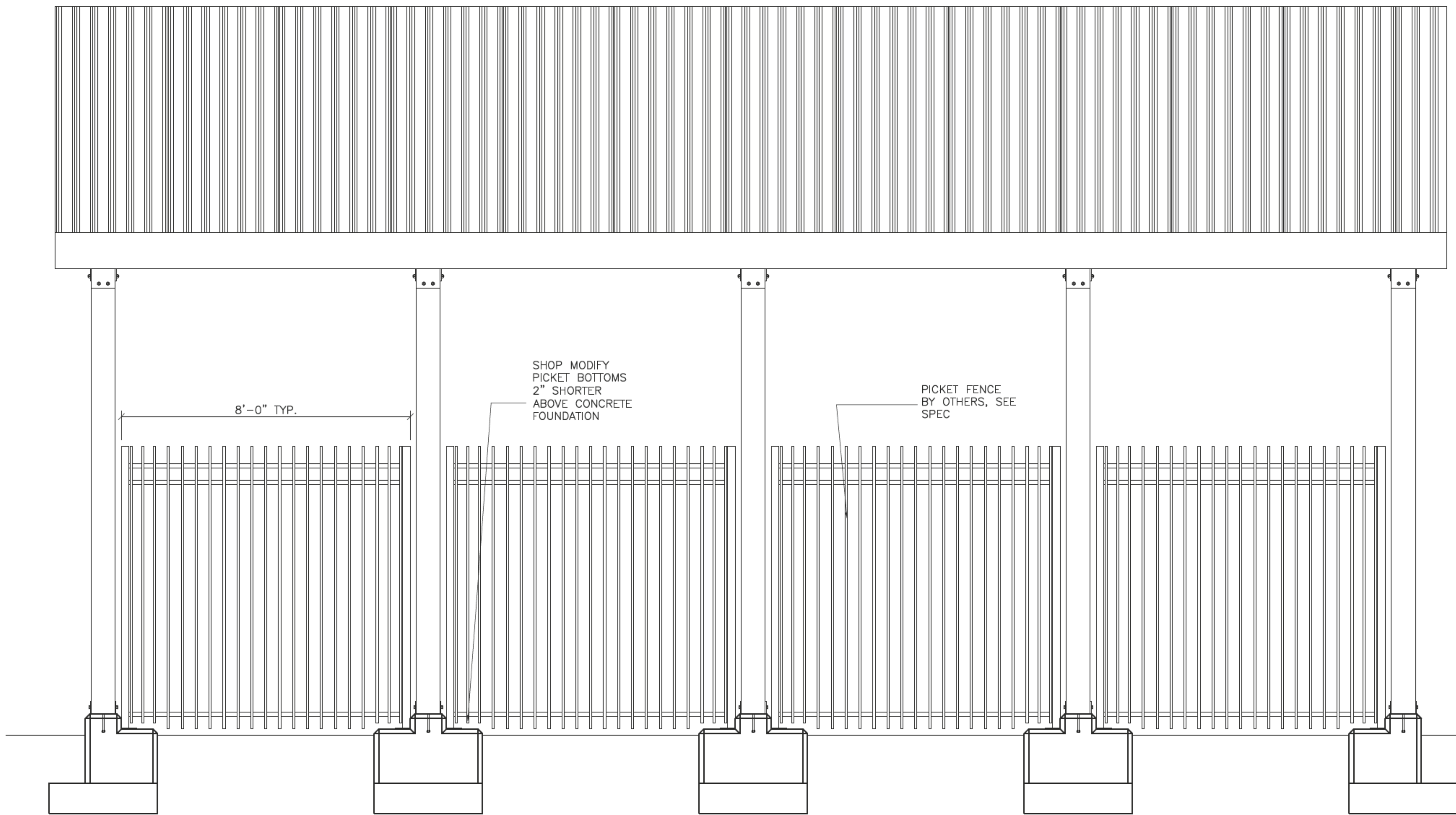
REV. 1





ALTERNATIVE FENCE STYLE OPTION - WIRE MESH:

- 3" x 3" square galvanized wire mesh panels; panel and gate height to remain the same as picket fence option.
- Wire to be 6-gauge, powder-coated flat black.
- Prices for both the picket and wire mesh fence options to be included on the Lump Sum Tender Form.



2
S1
FRAME ELEVATION
1/2" = 1'-0"

REVISION	DATE	No.
ISSUE FOR CLIENT REVIEW	2020.12.30	0
ISSUE FOR BUILDING PERMIT	2021.04.26	1


NOTES

DO NOT SCALE THESE DRAWINGS.

THIS DRAWING AND DESIGN IS COPYRIGHTED AND IS THE PROPERTY OF OPUS ENGINEERING LTD. AND SHALL NOT BE USED, REPRODUCED, OR RERUN WITHOUT EXPRESS WRITTEN PERMISSION.

THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, REPORT ALL ERRORS AND OMISSIONS TO OPUS ENGINEERING LTD. PRIOR TO THE COMMENCEMENT OF WORK.

STRUCTURAL ENGINEER



CONSULTING STRUCTURAL ENGINEERS
OPUS ENGINEERING LTD.
2, 1850 NORTHFIELD ROAD
NANAIMO, B.C. V9S 3B3
PHONE: (250) 758-1893 FAX: (250) 758-1895
eds@OpusEng.ca

SEAL



2021 Apr 26

CLIENT

REGIONAL DISTRICT OF NANAIMO

PROJECT

DISPLAY KIOSK
MINER'S COMMUNITY PARK
EXTENSION, BC

TITLE

CONNECTION DETAILS
GATE ELEVATION
& FENCING ATTACHMENT

DRAWN: JRWY CHECKED: ES DRAWING

DATE: DEC 2020

SCALE: AS NOTED

REV.

S3
1

**BUILDING INSPECTION DIVISION**

6300 Hammond Bay Road
Nanaimo BC V9T 6N2
Telephone:
390-6530 Nanaimo
954-3809 Parksville/Qualicum
1-877-607-4111 Toll free
Fax 390-6513

BUILDING PERMIT NO. 21-000309**DATE June 7, 2021****REVIEWED BY jbrand**

The attached drawings and specifications have been reviewed and are subject to compliance with the corrections and additions as indicated below.

This sheet forms part of the permit drawings and shall remain attached thereto and be kept on the job site until completion of construction.

Review of the drawings, specifications and issuance of the building permit does not prevent the building inspector from thereafter requesting the correction of errors in the application or specifications and in no way relieves the owner from full responsibility for compliance with the requirements of the BC Building Code (current edition) and all applicable bylaws.

1. **All construction to meet 2018 BC Building Code and all plumbing to adhere to 2018 BC Building and Plumbing Codes - protect water lines from freezing.**
2. **Revisions to plans after permit has been issued will be subject to a plans review. A subsequent building permit and associated fees may be required. Ensure site plans, spatial separation calculations, engineered drawings and seismic aspects are part of updated documentation if applicable.**
3. **Please follow the attached " Schedule of Inspections" forming part of this permit. Re-Inspection Fees – An additional re-inspection fee will be charged, as prescribed in Schedule 'A' - RDN Fees and Charges Bylaw No. 1595 where additional inspections to those required due to violations or failure of the permit holder to have the work accessible and ready at the time the inspection is requested. (Recalled Inspection – after third failed inspection \$100)**
4. **Surveyor's Certificate may be required by Field Inspector.**
5. **Take notice that the Regional District of Nanaimo, in issuing this Permit has relied upon the certification of compliance for STRUCTURAL by Ed Smith, Professional Engineer at Opus Engineering, that the plans comply with the current British Columbia Building Code and other applicable enactments respecting safety of the building or structure. Schedule B is attached forming part of this permit, Intermittent Field Reviews are required to be submitted prior to footing inspection and framing inspection and Schedule CB prior to booking your final inspection.**
6. **Take notice that the Regional District of Nanaimo, in issuing this Permit has relied upon the certification of compliance for GEOTECHNICAL BEARING by Jeff Scott, Professional Engineer at Lewkowich Engineering Associates Ltd., that the plans comply with the current British Columbia Building Code and other applicable enactments respecting safety of the building or structure. Schedule B is attached forming part of this permit, Intermittent Field Reviews are required to be submitted prior to booking your drainage inspection and shall include design specifications. Provide Schedule CB prior to booking your final inspection.**



Lewkowich Engineering Associates Ltd.

geotechnical • environmental, health & safety • materials testing

GEOTECHNICAL FIELD REVIEW

Regional District of Nanaimo, Recreation & Parks
830 W. Island Highway
Parksville, BC
V9P 2X4

File: F8758.01
Date: September 30, 2020

ATTENTION: Mr. Mark Dobbs

PROJECT: DISPLAY KIOSK, MINERS PARK, EXTENSION, BC

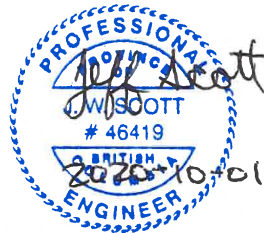
SUBJECT: GEOTECHNICAL SITE OBSERVATIONS – DISPLAY KIOSK BEARING

1. As requested, Lewkowich Engineering Associates Ltd. (LEA) attended the above noted property September 30, 2020, to observe and comment on bearing conditions as relates to the support of a new proposed display kiosk.
2. LEA performed hand probing within the proposed subject area revealing a firm to compact layer consisting of coal waste with sand and gravel. LEA observed an organic surface layer up to 250mm in depth. Organic material (Grass, roots) should be removed prior to placement of proposed construction.
3. It is the opinion of LEA that the observed bearing conditions will provide a suitable base of support for the proposed construction. A bearing value of 75 kPa may be applied to the soil supporting proposed loads.
4. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further assistance, please contact us at your convenience.

Respectfully Yours,
Lewkowich Engineering Associates Ltd.



Andrew Bates, CTech
Technician



Jeff Scott, P.Eng.
Geotechnical Engineer

BRITISH COLUMBIA BUILDING CODE 2018

SCHEDULE B

Forming Part of Subsection 2.2.7., Division C of the
British Columbia Building Code

Building Permit Number
(for authority having jurisdiction's use)

ASSURANCE OF PROFESSIONAL DESIGN AND COMMITMENT FOR FIELD REVIEW

- Notes: (i) This letter must be submitted prior to the commencement of construction activities of the components identified below. A separate letter must be submitted by each *registered professional of record*.
(ii) This letter is endorsed by: Architectural Institute of BC, Association of Professional Engineers and Geoscientists of the Province of BC, Building Officials' Association of BC, and Union of BC Municipalities.
(iii) In this letter the words in italics have the same meaning as in the British Columbia Building Code.

To: The *authority having jurisdiction*

Regional District of Nanaimo

Name of Jurisdiction (Print)

Re: Extension Miner's Community Park - Display Kiosk

Name of Project (Print)

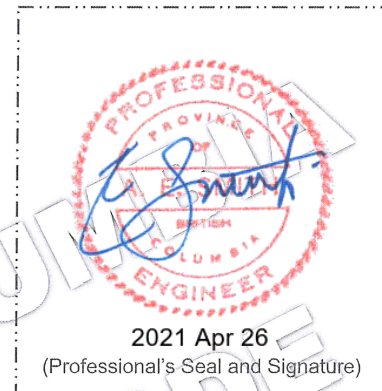
2935 Extension Road

Address of Project (Print)

The undersigned hereby gives assurance that the design of the

(Initial those of the items listed below that apply to this *registered professional of record*. All the disciplines will not necessarily be employed on every project.)

 B. ARCHITECTURAL
 STRUCTURAL
 MECHANICAL
 PLUMBING
 FIRE SUPPRESSION SYSTEMS
 ELECTRICAL
 GEOTECHNICAL — temporary
 GEOTECHNICAL — permanent



2021 Apr 26

(Professional's Seal and Signature)

2021 April 26

Date

components of the plans and supporting documents prepared by this *registered professional of record* in support of the application for the *building* permit as outlined below substantially comply with the British Columbia Building Code and other applicable enactments respecting safety except for construction safety aspects.

The undersigned hereby undertakes to be responsible for *field reviews* of the above referenced components during construction, as indicated on the "SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS" below.

CRP's Initials

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - Continued

Building Permit Number
(for authority having jurisdiction's use)

2935 Extension Road
Project Address

Structural
Discipline

The undersigned also undertakes to notify the *authority having jurisdiction* in writing as soon as possible if the undersigned's contract for *field review* is terminated at any time during construction.

I certify that I am a *registered professional* as defined in the British Columbia Building Code.

A. Edward Smith, P.Eng.

Registered Professional of Record's Name (Print)

2, 1850 Northfield Road

Address (Print)

Nanaimo, BC V9S 3B3

Address (Print) (continued)

(250) 758-1893

Phone Number



2021 Apr 26

(Professional's Seal and Signature)

2021 April 26

Date

(If the *Registered Professional of Record* is a member of a firm, complete the following.)

I am a member of the firm Opus Engineering Ltd.

and I sign this letter on behalf of the firm.

(Print name of firm)

Note: The above letter must be signed by a *registered professional of record*, who is a *registered professional*. The British Columbia Building Code defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.

CRP's Initials

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - *Continued*

Building Permit Number
(for authority having jurisdiction's use)

2935 Extension Road
Project Address

Structural
Discipline

SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS

(Initial applicable discipline below and cross out and initial only those items not applicable to the project.)

ARCHITECTURAL

- 1.1 Fire resisting assemblies
- 1.2 *Fire separations* and their continuity
- 1.3 *Closures*, including tightness and operation
- 1.4 Egress systems, including *access to exit* within *suites* and *floor areas*
- 1.5 Performance and physical safety features (guardrails, handrails, etc.)
- 1.6 Structural capacity of architectural components, including anchorage and seismic restraint
- 1.7 Sound control
- 1.8 Landscaping, screening and site grading
- 1.9 Provisions for firefighting access
- 1.10 Access requirements for *persons with disabilities*
- 1.11 Elevating devices
- 1.12 Functional testing of architecturally related fire emergency systems and devices
- 1.13 Development Permit and conditions therein
- 1.14 Interior signage, including acceptable materials, dimensions and locations
- 1.15 Review of all applicable shop drawings
- 1.16 Interior and exterior finishes
- 1.17 Dampproofing and/or waterproofing of walls and slabs below *grade*
- 1.18 Roofing and flashings
- 1.19 Wall cladding systems
- 1.20 Condensation control and cavity ventilation
- 1.21 Exterior glazing
- 1.22 Integration of building envelope components
- 1.23 Environmental separation requirements (Part 5)
- 1.24 Building envelope, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 1.25 Building envelope, testing, confirmation or both as per Part 10 requirements



2021 April 26

Date

STRUCTURAL

- 2.1 Structural capacity of structural components of the *building*, including anchorage and seismic restraint
- 2.2 ~~Structural aspects of deep foundations~~
- 2.3 Review of all applicable shop drawings
- 2.4 ~~Structural aspects of unbonded post-tensioned concrete design and construction~~

MECHANICAL

- 3.1 HVAC systems and devices, including high *building* requirements where applicable
- 3.2 *Fire dampers* at required *fire separations*
- 3.3 Continuity of *fire separations* at HVAC penetrations
- 3.4 Functional testing of mechanically related fire emergency systems and devices
- 3.5 Maintenance manuals for mechanical systems
- 3.6 Structural capacity of mechanical components, including anchorage and seismic restraint
- 3.7 Review of all applicable shop drawings
- 3.8 Mechanical systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 3.9 Mechanical systems, testing, confirmation or both as per Part 10 requirements

CRP's Initials

BRITISH COLUMBIA BUILDING CODE 2018

Schedule B - Continued

Building Permit Number
(for authority having jurisdiction's use)

2935 Extension Road

Project Address

Structural
Discipline

PLUMBING

- 4.1 Roof *drainage systems*
- 4.2 Site and foundation *drainage systems*
- 4.3 *Plumbing systems* and devices
- 4.4 Continuity of *fire separations* at plumbing penetrations
- 4.5 Functional testing of plumbing related fire emergency systems and devices
- 4.6 Maintenance manuals for *plumbing systems*
- 4.7 Structural capacity of plumbing components, including anchorage and seismic restraint
- 4.8 Review of all applicable shop drawings
- 4.9 Plumbing systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 4.10 Plumbing systems, testing, confirmation or both as per Part 10 requirements

FIRE SUPPRESSION SYSTEMS

- 5.1 Suppression system classification for type of *occupancy*
- 5.2 Design coverage, including concealed or special areas
- 5.3 Compatibility and location of electrical supervision, ancillary alarm and control devices
- 5.4 Evaluation of the capacity of city (municipal) water supply versus system demands and domestic demand, including pumping devices where necessary
- 5.5 Qualification of welder, quality of welds and material
- 5.6 Review of all applicable shop drawings
- 5.7 Acceptance testing for "Contractor's Material and Test Certificate" as per NFPA Standards
- 5.8 Maintenance program and manual for suppression systems
- 5.9 Structural capacity of sprinkler components, including anchorage and seismic restraint
- 5.10 For partial systems — confirm sprinklers are installed in all areas where required
- 5.11 Fire Department connections and hydrant locations
- 5.12 Fire hose standpipes
- 5.13 Freeze protection measures for fire suppression systems
- 5.14 Functional testing of fire suppression systems and devices

ELECTRICAL

- 6.1 Electrical systems and devices, including high building requirements where applicable
- 6.2 Continuity of *fire separations* at electrical penetrations
- 6.3 Functional testing of electrical related fire emergency systems and devices
- 6.4 Electrical systems and devices maintenance manuals
- 6.5 Structural capacity of electrical components, including anchorage and seismic restraint
- 6.6 Clearances from *buildings* of all electrical utility equipment
- 6.7 Fire protection of wiring for emergency systems
- 6.8 Review of all applicable shop drawings
- 6.9 Electrical systems, Part 10 – ASHRAE, NECB or Energy Step Code requirements
- 6.10 Electrical systems, testing, confirmation or both as per Part 10 requirements

GEOTECHNICAL — Temporary

- 7.1 *Excavation*
- 7.2 Shoring
- 7.3 Underpinning
- 7.4 Temporary construction dewatering

GEOTECHNICAL — Permanent

- 8.1 Bearing capacity of the *soil*
- 8.2 Geotechnical aspects of deep *foundations*
- 8.3 Compaction of engineered fill
- 8.4 Structural considerations of *soil*, including slope stability and seismic loading
- 8.5 Backfill
- 8.6 Permanent dewatering
- 8.7 Permanent underpinning



2021 April 26

Date

CRP's Initials

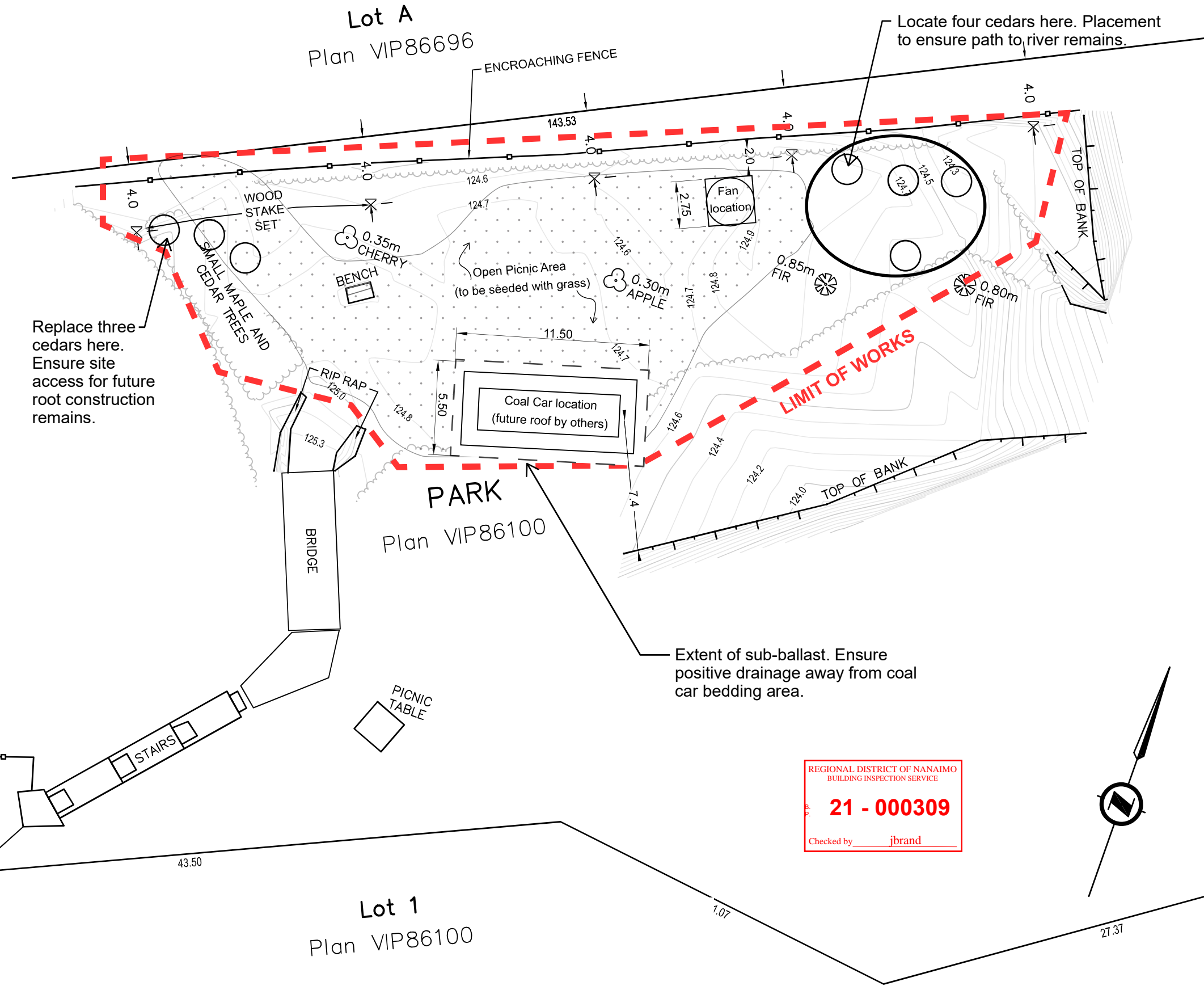
The following inspections are required at various points during construction

FOOTINGS:	Forms and steel reinforcing for the footings are complete, but prior to placing any concrete.
SEWERLINE:	All pipes and connections must be visible (no backfill). Pipe must be on 6" on a compacted sand bed, loaded and subjected to 10' of head pressure.
WATERLINE:	Pipe is in trench and sand bedded.
STORMLINE:	Pipe is in trench, sand-bedded and rock pit (which may require engineering) is complete.
DRAINAGE:	After installation of perimeter drain tiles, roof drains, drain rock and damp proofing, but prior to backfilling against the foundation. *If required, BC Land Survey must be provided at this inspection*
UNDERSLAB POLYETHYLENE INSULATION/ PLUMBING:	When any polyethylene , insulation and/or pipes in a plumbing system are installed in a location where they will be covered by concrete or other means at a later stage of construction. DWV piping must be loaded and subjected to 10' of head pressure.
INSLAB HEATING	When hydraulic heating pipes are installed and air test is on. Hydronic heating layout required at inspection – Must have passed Underslab Insulation
ROUGH IN PLUMBING:	Roughed in plumbing and mechanical works, including piping drainage and venting system which would be concealed at a later stage of construction are complete. Supply piping must be under pressure-test and DWV must be loaded. *Plumbing Declaration is required by this inspection*
Framing & Sheathing:	When the structure is at lock-up stage, before any Insulation is installed. Rough in plumbing, electrical and mechanical are completed. Exterior finishing may be applied, <u>provided Exterior Wall Sheathing has been reviewed and approved.</u>
INSULATION & VAPOUR BARRIER:	Air barrier, insulation and vapour barrier are completed, but interior finish (drywall) that could conceal the insulation is not applied. *If spray foam is installed the project must be ventilated at least 24 hours prior to inspection and the daily work sheet must be provided to inspector before they enter the project.*
FIREPLACE:	The smoke chamber of a fireplace or chimney thimble is complete but before continuation of the assembly above this point.
OCCUPANCY:	When the dwelling unit is complete and ready for occupancy but not occupied. *All necessary documentation is required by this inspection*
FINAL:	When an accessory building is ready for a final inspection or demolition of an existing building is complete. *All necessary documentation is required by this inspection*

- **ALWAYS QUOTE YOUR BUILDING PERMIT NUMBER WHEN BOOKING INSPECTIONS**
250-390-6530 or 250-954-3809 or 1-877-607-4111 ext 6530
- The approved "Field Copy" of plans must be on site for inspection or inspection will not be performed
- Please consult with your Building Inspector to determine what additional documents may be required at the time of Occupancy and Final inspections.

NOTES:

- 1. All dimensions are in metres unless otherwise noted. Do not scale from drawing.
- 2. Refer to Topographic Survey (Drawing No. 73705-0-V-1) for existing conditions.
- 3. Coal car location works include: site excavation and placement of gravel ballast (see detail sheet). Placement of rail lines, rail ties and coal car by others.
- 4. Ensure positive drainage around ballast area.
- 5. Fan location works include: site excavation, installation of 32 MPA concrete pad w/AE. Dimensions: 8'x8'x 8"depth complete with 15M rebar, 16" O.C.-E.W. Chamfer edge. Bold placement template for fan mounting to be provided by Owner: 4 bolts (size to be confirmed), 16" O.C. square pattern.
- 6. All disturbed areas to be seeded with grass and temporary snow fencing installed until successful germination.



REGIONAL DISTRICT OF NANAIMO
BUILDING INSPECTION SERVICE

21 - 000309

Checked by jbrand



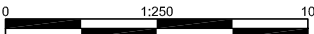
REGIONAL DISTRICT OF NANAIMO

RECREATION AND PARKS
OCEANSIDE PLACE
830 West Island Hwy.
Parksville, BC, V9P 2X4

Project Location:

EXTENSION MINERS COMMUNITY PARK
2935 EXTENSION RD
Nanaimo, BC

SITE PLAN



Rev	Date	Description
1	10/09/20	SITE PLAN
0	31/08/20	SITE PLAN

Drawing No.

02



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

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of 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) Contractor is responsible for any other insurance required to protect their interests.
- d) 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 Contractor, 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 thereof after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the 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.