



INVITATION TO TENDER 19-15

NWEC BIOSOLIDS MANAGEMENT PHASE I

**MASTER MUNICIPAL CONSTRUCTION DOCUMENTS - 2009
Platinum Edition**

UNIT PRICE CONTRACT

April 17th, 2019



INVITATION TO TENDER 19-15

NWEC BIOSOLIDS MANAGEMENT PHASE I

TABLE OF CONTENTS

The complete Contract Documents consist of the following parts:

1. The Master Municipal Construction Documents (Tender Package) consisting of the following parts (**included in this tender package**):
 - Invitation to Tender
 - Instructions to Tenderers, Part I
 - Form of Tender
 - Appendix 1 -- Schedule of Quantities and Prices
 - Appendix 2 -- Preliminary Construction Schedule
 - Appendix 3 -- Experience of Superintendent
 - Appendix 4 -- Comparable Work Experience
 - Appendix 5 -- Subcontractors
 - Appendix 6 -- Tenderer's Current Projects Underway
 - Agreement - Draft
 - Schedule 1 -- Schedule of Contract Documents
 - Schedule 2 -- List of Contract Drawings
 - Appendix 7 - Safety Covenant
 - Appendix 8 - Prime Contractor Agreement
 - Supplementary General Conditions
 - Supplementary Specifications
2. Additional reference documentation consisting of the following parts (**not distributed in this tender package**) available at www.campbellriver.ca:
 - Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419
 - City of Campbell River, Approved Utility Product List April 2011
3. The balance of the Master Municipal Construction Documents, Platinum, 2009 edition. These documents are available in the "MMCD - General Conditions, Specifications and Standard Detail Drawings" (**not distributed in this tender package**):



INVITATION TO TENDER 19-15

NWEC BIOSOLIDS MANAGEMENT PHASE I

The City of Campbell River invites tenders for the Norm Wood Environmental Centre (NWEC) Biosolids Management Phase I project located at 4000 Island Hwy, Campbell River, BC and includes the following generalized scope of work:

The City has land-applied the biosolids on fields adjacent to NWEC since 2003. At approximately 2% solids, the biosolids have been used to fertilize and irrigate crops of poplar and, more recently, grass, and to contribute organic matter to the soil. The occurrence of trace elements in biosolids is normal and ongoing applications at the NWEC application sites have resulted in soil concentrations of some trace elements (e.g., copper) nearing applicable soil quality standards as prescribed by the British Columbia (BC) Organic Matter Recycling Regulation (OMRR). Based on soil quality as determined in April 2018, SYLVIS t at NWEC to refurbish the existing Bio Solids fields.

Phase 1 consists of refurbishing existing field #1 to meet regulatory level for application. To achieve this the owner has chosen remove the existing field surface of organic material to expose the existing native material for current application and be removed, followed by Phase 2, the same exercise to Field #2 at a later date to be determined.

This Tender is available electronically by downloading from BC Bid or the City's website at:
<http://www.campbellriver.ca/business-economy/do-business-with-the-city/bidopportunities>

A mandatory site meeting will **NOT** be held.

This Tender is scheduled to close at:

Tender Closing Time:	3:00 p.m. local time
Tender Closing Date:	Thursday May 2nd, 2019 <i>There will NOT be a Public Opening for this Tender</i>
Delivered to:	City of Campbell River City Hall 301 St. Ann's Road 1 st Floor Reception Desk Campbell River, BC V9W 4C7 ATTN: Daniel Xu
Tender Enquiries:	Daniel Xu, CPPB, CSCP Senior Buyer Email: purchasing@campbellriver.ca Telephone: 250.286.5788



INVITATION TO TENDER 19-15

NWEC BIOSOLIDS MANAGEMENT PHASE I

RECEIPT CONFIRMATION FORM

As receipt of this document, and to directly receive any further information, addendums, etc. regarding this competition, please return this form to:

Email: purchasing@campbellriver.ca
Fax: 250.286.5763

Company Name: _____

Address: _____

City: _____

Province/State: _____ Postal/Zip Code: _____

Telephone No: _____ Fax No: _____

Contact Person: _____

Title: _____

Email: _____

CITY OF CAMPBELL RIVER
INVITATION TO TENDER 19-15
NWECC BIO SOLIDS MANAGEMENT PHASE I
INSTRUCTIONS TO TENDERERS PART I

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INSTRUCTIONS TO TENDERERS - PART I

**(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"
CONTAINED IN THE EDITION OF THE PUBLICATION
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" AND APPLICABLE CITY OF CAMPBELL
RIVER BYLAWS SPECIFIED IN ARTICLE 2.2 BELOW)**

Reference No.: TENDER 19-15

Contract: NVEC BIO SOLIDS MANAGEMENT PHASE I

Introduction

1

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

The City of Campbell River invites tenders for the Norm Wood Environmental Centre (NVEC) Bio Solids Management Phase I project located at 4000 Island Hwy, Campbell River, BC and includes the following generalized scope of work:

The City has land-applied the biosolids on fields adjacent to NVEC since 2003. At approximately 2% solids, the biosolids have been used to fertilize and irrigate crops of poplar and, more recently, grass, and to contribute organic matter to the soil. The occurrence of trace elements in biosolids is normal and ongoing applications at the NVEC application sites have resulted in soil concentrations of some trace elements (e.g., copper) nearing applicable soil quality standards as prescribed by the British Columbia (BC) Organic Matter Recycling Regulation (OMRR). Based on soil quality as determined in April 2018, SYLVIS t at NVEC to refurbish the existing Bio Solids fields.

Phase 1 consists of refurbishing existing field #1 to meet regulatory level for application. To achieve this the owner has chosen remove the existing field surface of organic material to expose the existing native material for current application and be removed, followed by Phase 2, the same exercise to Field #2 at a later date to be determined.

1.2 Direct all tender inquiries regarding the *Contract*, to:

Daniel Xu, CPPB, CSCP
Senior Buyer
Email: purchasing@campbellriver.ca
Telephone: 250.286.5788

- Tender Documents** **2**
- 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the Drawings listed in Schedule 2 to the Agreement, entitled "List of Drawings".
- 2.2 A portion of the Contract Documents is included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings contained in the publication entitled "Master Municipal Construction Documents - General Conditions, "Specifications and Standard Detail Drawings" and relevant sections of Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419. Refer to Schedule 1 attached to the Agreement or, if no edition has been specified, then the applicable edition shall be the most recent edition as of the date of this *Contract*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3 Any additional information made available to Tenderers prior to the Tender Closing Time by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgement about its reliability, accuracy or completeness and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate or complete.
- Submission of Tenders** **3**
- 3.1 Tenders must be submitted in a sealed opaque package. Packages should be marked on the outside with the above *Contract* Title and Reference No., and must be received on or before:
- Tender Closing Time:* 3:00 p.m. local time**
- Tender Closing Date:* Thursday May 2nd, 2019**
There will NOT be a Public Opening for this Tender
- Delivered to:*** City of Campbell River City Hall
301 St. Ann's Road
1st Floor Reception Desk
Campbell River, BC V9W 4C7
ATTN: Daniel Xu
- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.

3.3 Tender Submission

- .1 Tenders **must** be submitted on the Tender Forms included in these tender documents. The addition to or changing of any words in these Tender Forms by the tenderer or the failure to comply with and complete all items may be cause for rejection without consideration of the tender.
- .2 The Tender Submission **must** include acknowledgement of receipt of all issued addenda.
- .3 The Tender Submission **must** include the specified financial security, in the form of the "Bid Security" as required in Section 5.2 of the Instructions to Tenderers Part II.
- .4 The Form of Tender **must** bear the signature of a legal signing authority of the tenderer.
- .5 Other than acknowledgement of receipt of addenda, or request for withdrawal or revision, documents submitted as part of a tender will **not** be considered if received by any of the Owner's facsimile machines.
- .6 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderers shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid, each Tenderer shall be deemed to have agreed that it has no claim.

**Additional
Instructions to
Tenderers**

4

**Freedom of
Information**

4.1

The *Owner* is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the *Owner* cannot guarantee that any information provided to the *Owner* can be held in confidence. All tenders, after closing time and date become the property of the *Owner*.

**Cost of Tender
Submission**

4.2

The *Owner* shall not be liable for a Tenderer's cost of submitting a tender.

**Evaluation
Criteria**

4.3

(a) The *Owner* reserves the right to waive informalities in or reject any or all tenders or accept the tender deemed most favourable in the interests of the *Owner*. Tenders will be evaluated on the combination of information provided in the Form of Tender and Appendices, which may offer the best value and not necessarily the lowest price. The *Owner* reserves the right to conduct pre-selection meetings with Tenderers. The *Owner* further reserves the right to conduct post-selection meetings in order to correct,

change or adapt the selected Tender to the wishes of the *Owner*. **Acceptance of any tender may be subject to budgetary considerations and/or City of Campbell River Council approval, and/or the approval of other jurisdictions having authority.**

Construction Association Policies

- 4.4
- 4.4.1 The *Owner* is not a member of the Public Construction Council of British Columbia, the British Columbia Construction Association or any other construction association.
- 4.4.2 The *Owner* does not adopt or agree to be bound by “The Procedures and Guidelines Recommended For Use on Publicly Funded Construction Projects” produced by the Public Construction Council of British Columbia, September 1989, or any other procedure/guideline recommended, adopted or produced by any construction association in the tendering and award of the *Contract* of this project.

Good Neighbour Policy

- 4.5
- 4.5.1 The *Owner’s* Good Neighbour Policy as adopted by City of Campbell River Council on April 15, 1997 shall apply to this contract.
- 4.5.2 The Policy states: “That Contractors working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons.”

Mandatory Site Meeting

- 4.6 A Mandatory Site Meeting will **NOT** be held.

Addition\Deletion

- 4.7 Tenderers are advised that the *Owner* may, at its option, and subject to available funding and budgetary considerations, delete any *Work* described in the *Contract Documents* or may require that optional work be added to the scope of *Work*.

Omissions and Discrepancies

- 4.8 The Tenderer must carefully examine the *Contract Documents* and the site of the proposed works, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Tenderer find omissions from or discrepancies in the *Contract Documents*, or be in doubt as their meaning, the Tenderer should notify the *Owner* no later than 5 days prior to the tender closing, who may cause to send a written instruction to all Tenderers in the form of an addendum, which shall become part of the contract and shall be covered in the contract price. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents. No oral interpretations made to a Tenderer as to

the meaning of the *Contract Documents* shall be considered binding. Every request for an interpretation shall be made in writing, forwarded to the office referred to in paragraph 3.1 of the Instructions to Tenderers – Part I.

**Amendment of
Tenders**

- 4.9
- 4.9.1 Delete Paragraphs 12.1 of the Instructions to Tenderers, Part II and replace with the following paragraphs 4.9.2 and 4.9.3:
- 4.9.2 A Tenderer may, without prejudice to itself, withdraw or revise a tender after it has been deposited with the *Owner*, provided the request for withdrawal or revision is filed with the *Owner* in writing before the time set for the Tender closing. Non-facsimile request(s) should be submitted in a sealed opaque envelope clearly marked with the contract name and reference number to the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part 1. In the case of revision(s), a revised price will not be accepted, only the addition to or deduction from the tender price will be accepted. Written withdrawals or revisions must be signed by the same person or persons who signed the original Form of Tender.
- 4.9.3 In the case of facsimile or e-mail requests for withdrawal or revision, they will only be accepted if they are received by the *Owner's* Supply Management Department facsimile machine at 250.286.5763 or via e-mail at purchasing@campbellriver.ca before the scheduled tender closing time. Tenderers assume the entire risk that the facsimile and computer equipment and staff at the above office will receive the facsimile or e-mail containing the withdrawal or revision. The *Owner* assumes no risk or responsibility whatsoever that any facsimile or e-mail will be received as required and shall not be liable to any *Tenderer* if for any reason a facsimile or e-mail is not received.

For purposes of this paragraph 4.9.3, "received" means the request for withdrawal or revision is visible to the *Owner's* staff in its entirety, and is either in printed form or is capable of immediate reproduction in printed form.

**Sub-Surface
Conditions**

- 4.10 A geotechnical investigation assessment or a geotechnical exploration has not been completed. Tenderers shall make their own assessment of the soil and groundwater conditions as the location.

**Environmental
Conditions**

- 4.11 An environmental management plan and a weed management plan have been attached for information only. See Mainstream Biological Consulting March 2019 Environmental Management Plan Vegetation Clearing at Norm Wood Environmental Centre report as attached and City of Campbell River Norm Wood Environment Centre Fields 1 and 2 will be available upon request.

Site Access and Working Hours

4.12 The Site is located at 4000 Island Hwy and an active City Facility under Owner operational hours of 7:00am to 3:30pm. All visitors must report to the Main office prior to accessing the site. Work hours inside the Owners Property shall be carried out between 7:00am and 7:00pm Monday to Friday unless other arrangements are made between the *Owner* and *Contractor*.

Options for Alternatives

4.13 **Option 1** and **Option 2** in the *Optional Work* portion of the Schedule of Quantities and Prices are mutually exclusive. The *Work* will include one or the other but not both.

Consequently, the *Owner* will include only the lower of the extended prices of the **Option 1** and **Option 2** items when calculating the Tender total cost for making price comparisons between Tenders. In all other respects IT Part II 17.2 shall apply.

The Tenderer shall determine the lower cumulative total for either **Option 1** or **Option 2** and include this lower cumulative total in calculating the total tender value.

Form of Tender

CITY OF CAMPBELL RIVER

Reference No.: TENDER 19-15

Contract: NWEC BIOSOLIDS MANAGEMENT PHASE I

TO OWNER:

1 I (WE), THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

 _____;

(ADDENDA, IF ANY) (TENDERER TO COMPLETE)

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

1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY I (WE) HEREBY OFFER:

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

2.2 to achieve *Substantial Performance* of the *Work* within 35 Days from receipt of a Notice to Proceed; and

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

Tenderer's Initial	Owner's Initial

Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

3 I (WE) CONFIRM:

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

4 I (WE) CONFIRM:

4.1 that the following Appendices are attached to and form a part of this tender:

4.1.1 the Appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and

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

A tender must be accompanied by the *Bid Security* in the form of:

a a Bid Bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the *Owner*, or

b cash, bank draft or letter of credit in a form acceptable to the *Owner*,

in an amount equal to 10% of the *Tender Price*.

5 I (WE) AGREE:

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

5.1.1 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*.

Tenderer's Initial Owner's Initial

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- a a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*; and
- b a Baseline *Construction Schedule*, as per Supplementary General Condition 4.6.1; and
- c a "clearance letter" indicating that the tenderer is in WCB compliance; and
- d a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and
- e a Health and Safety Program Manual pertaining to the Work.

5.1.2 As per General Condition 4.6.6, the *Owner* shall issue the Notice to Proceed within 14 days of receipt of the documentation required under item 5.1.1 above.

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

5.1.4 sign the *Contract Documents* as required by GC 2.1.2.

6 I (WE) AGREE:

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

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

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

then such failure or refusal will be deemed to be a refusal by me (us) to enter into the *Contract* and the *Owner* may, on written notice to me (us), award the *Contract* to another party. I (We) further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be

Tenderer's Initial Owner's Initial

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forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the *Bid Security*; and

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

7 I (WE) DECLARE THAT:

7.1 no person, firm or company other than the undersigned, has any interest in this tender or in the proposed *Contract* for which this tender is made;

7.2 this tender is made without any connection, knowledge, comparison of figures, or agreement with any other company, firm or person making a tender for the same work;

7.3 in tendering for this work, and when called upon to enter into an agreement with the *Owner*, I (we) will be bound to comply with all laws, statutes, and municipal bylaws pertaining to the work. The agreement will be governed by the laws of the province of British Columbia;

7.4 in submitting this tender I (we) did not rely upon any information provided by the *Owner*, or any of the *Owner's* employees or agents, relating to the conditions, contingencies, risks or other circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including, without limiting the nature of the ground, subsoil, substrata of the work site, the means of access to the work site, the quality, quantity, nature or location of the materials to be furnished or removed in performance of the work, and the conditions under which the labour force will be employed, except the extent that any such information is expressly set forth in the *Contract Documents*. I (we) have relied on our own examination of the work site and have informed ourselves as to all conditions, contingencies, risks, and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work. I (we) accept the site prior to the signing of the *Contract*.

8 WE AGREE:

8.1 The work shall be completed entirely in 35 *Days* from *Notice to Proceed* (The Designated Completion Period);

Tenderer's Initial Owner's Initial

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8.2 There shall be no exclusion of time from the Designated Completion Period for any reason OTHER than delays clearly attributable to the OWNER, its agents, employees or any Authorized Representatives.

9 I (WE) DECLARE THAT:

9.1 I (we) recognize that the lowest or any tender will not necessarily be accepted; and

9.2 I (we) recognize that the *Owner* reserves the right to reject all tenders or to accept the tender which best suits its long term objectives; and

I (we) recognize that the *Owner* reserves the right to accept or reject all or part of this Tender at any time during the period specified by paragraph 5.1 of this Form of Tender.

10 I (WE) DECLARE THAT:

10.1 I (we) do not (or any related company) have any family, ownership, and operating relationships with the City of Campbell River, or any elected official, staff or other officials holding public office in the City of Campbell River and agree that the *Owner* reserves the right to reject any tender that may be perceived to be in a conflict of interest.

11 I (WE) DECLARE THAT:

11.1 In this tender:

- (a) "Related Party of the Tenderer" means:
 - an officer or director of the Tenderer;
 - a shareholder of the Tenderer;
 - a corporation with a shareholder or director who is also a shareholder or director of Tenderer;
- (b) "Public Authority" has the same meaning as under the Community Charter.

11.2 I (we) hereby declare that neither the Tenderer nor a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;
- (b) has breached a contract for works or services with the *Owner* or other Public Authority in British Columbia;

Tenderer's Initial Owner's Initial

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- (c) has been engaged in a legal action against the *Owner* or another Public Authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other Public Authority, in relation to;
 - any other contract for works or services;
 - any matter arising from the exercise of the *Owner's* or the other Public Authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

within five years of the closing date of this Tender.

Tenderers who are unable to truthfully complete this declaration must provide full particulars of the relevant circumstances. Submission of a false declaration is grounds for rejection of a tender.

11.3 I (we) hereby declare that the *Owner* may in its absolute discretion reject a Tender submitted by a Tenderer if the Tenderer or a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;
- (b) has breached a contract for work or services with the *Owner* or other Public Authority in British Columbia;
- (c) has been engaged in a legal action against the *Owner* or another public authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other public authority, in relation to:
 - any other contract for works or services;
 - any matter arising from the exercise of the *Owner's* or the other public authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

Tenderer's Initial Owner's Initial

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within five years of the closing date of this Tender.

11.4 I (we) hereby declare that in determining whether to reject a tender the *Owner* will consider whether:

- (a) the legal action is likely to affect the Tenderers ability to work with the *Owner*, its consultants and representatives, and;

whether the *Owner's* or other public authority's experience with the Tenderer indicates that the *Owner* is likely to incur increased costs including but not limited to staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

12 I (WE) AGREE THAT:

12.1 I (we) agree that if any director, officer or employee, agent or other representative of a Tenderer makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City of Campbell River, other than those specifically designated in the Tender documents, with respect to this Tender, whether before or after the submission of the Tender, the City shall be entitled to reject or not accept the Tender.

Tenderer's Initial Owner's Initial

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MY (OUR) ADDRESS is as follows:

(Full Legal Name of Corporation, Partnership or Individual)

(address)

(city, province) (postal code)

Phone: _____

Fax: _____

E-mail: _____

This Tender is executed this _____ day of _____,
2019.

(Printed Name)

(Authorized Signatory)

Tenderer's Initial Owner's Initial

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Appendix 1

SCHEDULE OF QUANTITIES AND PRICES – GST EXCLUDED

(See paragraph 5.3.1 of the Instructions to Tender – Part II)

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

ITEM No.	MMCD REF.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<u>01 GENERAL REQUIREMENTS</u>						
<u>01 01 01 MOBILIZATION and DEMOBILIZATION</u>						
1	Supp. Spec 3.1	Mobilization and Demobilization (max 10% of total price)	LS	1		
<u>01 57 01 ENVIRONMENTAL PROTECTION</u>						
2	1.6.1	Sediment and Erosion Control Devices including sediment pond	LS	1		
<u>31 EARTHWORKS</u>						
<u>31 11 01 CLEARING AND GRUBBING</u>						
3	1.4.2	Clearing and grubbing Area 'A'	sq.m.	12,000		
4	1.4.2	Clearing and grubbing Area 'C'	sq.m.	11,900		
5	1.4.3	Clear and Separate Invasive plants	LS	1		
<u>31 22 01 SITE GRADING</u>						
5	1.4.2	Rough site grading and shaping Area 'A'	sq.m.	12,000		
6	1.4.2	Rough site grading and shaping Area 'B'	sq.m.	3,800		
7a	1.4.1	OPTION 1: Rough site grading and shaping Area 'D' Strip and Stockpile (Depth 300mm min.)	sq.m.	43,800		
7b	1.4.9	OPTION 2: Rough site grading and shaping Area 'D' Strip and Dispose (Depth 300mm min.)	sq.m.	43,800		
Sub-Total Page 9:						\$

Tenderer's Initial Owner's Initial

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**CITY OF CAMPBELL RIVER
TENDER 19-15
NVEC BIOSOLIDS MANAGEMENT PHASE I
FORM OF TENDER**

8a	1.4.1	OPTION 1: Rough site grading and shaping Area 'E' Strip and Stockpile (Depth 150mm min.)	sq.m.	17,200		
8b	1.4.9	OPTION 2: Rough site grading and shaping Area 'E' Strip and Dispose (Depth 150mm min.)	sq.m.	17,200		
9	1.4.6	Re-use of Ex. Stockpile from Area 'C'	cu.m .	8,000		
10	1.4.10	Consolidate Stockpile (<i>Optional Work</i>)	cu.m.L	7,500		
<u>31 22 16.1 RESHAPING EXISTING SUBGRADE</u>						
11	1.4.1/2	Replace unsuitable subgrade including Rock (<i>Optional Work</i>)	Ton	2,500		
<u>31 23 01 EXCAVATING TRENCHING AND BACKFILL</u>						
12	1.10.4	Culvert Removal	Lin. M	28		
<u>31 24 13 ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION</u>						
13	1.8.5	Common Excavation Ditch infill-Native Embankment Fill	cu.m.	350		
<u>31 37 10 RIPRAP</u>						
14	1.4.1	Ditch Infill-Import RipRap	cu.m.	30		
<u>32 ROADS AND SITE IMPROVEMENTS</u>						
<u>32 93 19 PLANTING OF TREES, SHRUBS AND GROUND COVERS</u>						
15	1.8.1	Hydro Seed Distrubed Surface Area C	sq.m.	7,500		
<u>32 31 13 CHAIN LINK FENCE AND GATES</u>						
16	1.5.3	Remove Ex. Wildlife Post and Mesh	LS	1		
<u>MISCELLANIOUS</u>						
17		Relocate Pivot Stop	each	1		
Sub-Total Page 10:						\$

Tenderer's Initial Owner's Initial

--	--

The Tenderer shall determine the lower cumulative total for either **Option 1** or **Option 2** and include this lower cumulative total in calculating the total tender value.

SUMMARY

Page 9:	\$
Page 10:	\$
Sub-Total	\$
GST (5%):	\$
TOTAL:	\$

Tenderer's Initial Owner's Initial

--	--

Appendix 2

PRELIMINARY CONSTRUCTION SCHEDULE
(See paragraph 5.3.2 of the Instructions to Tenderers - Part II)

The Preliminary Construction Schedule should be presented as a Gantt Chart and should include:

1. All major activities separately identified with expected duration and related milestone dates and,
2. All major activities listed in the anticipated order of completion and,
3. Clear definition of all related interdependencies between tasks.

Schedules created using third party software will be accepted.

ACTIVITY (with milestone dates)	CONSTRUCTION SCHEDULE (weeks)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

Tenderer's Initial	Owner's Initial

Appendix 3
EXPERIENCE OF SUPERINTENDENT
(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: _____

Experience:

1. Dates: _____

 Project Name: _____

 Responsibility: _____

References: _____

2. Dates: _____

 Project Name: _____

 Responsibility: _____

References: _____

3. Dates: _____

 Project Name: _____

 Responsibility: _____

References: _____

Tenderer's Initial	Owner's Initial

Appendix 4

COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

Tenderer's Initial Owner's Initial

--	--

Appendix 5

SUBCONTRACTORS

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

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initial Owner's Initial

--	--

Appendix 6

TENDERERS CURRENT PROJECTS UNDERWAY

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)	% COMPLETE

Tenderer's Initial Owner's Initial

--	--

Draft Agreement

Between Owner and Contractor

THIS AGREEMENT made in duplicate this _____ day of _____, 2019.

Reference No.: TENDER 19-15

Contract: NVEC BIO SOLIDS MANAGEMENT PHASE I

BETWEEN: CITY OF CAMPBELL RIVER

(the "Owner")

AND: TBD

(the "Contractor")

The Owner and the Contractor agree as follows:

ARTICLE 1 THE WORK - START/COMPLETION DATES

- 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
- 1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work within **35 Days** of being issued a Notice to Proceed subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 1.3 Time shall be of the essence of the Contract

ARTICLE 2 CONTRACT DOCUMENTS

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

ARTICLE 3 CONTRACT PRICE

- 3.1 The price for the Work ("Contract Price") shall be the sum in Canadian dollars of the following:
 - 3.1.1 the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and the Lump Sums listed in the Schedule of Quantities and Prices; plus
 - 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus
 - 3.1.3 any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.

- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4 PAYMENT

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

ARTICLE 5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

ARTICLE 6 NOTICES

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

The *Owner*: City of Campbell River
301 St. Ann's Road
Campbell River, BC
V9W 4C7
Attention: Mr. David Dougherty, ASCT Capital Works Supervisor
E-mail: david.dougherty@campbellriver.ca

The *Contractor*: **TBD**

The *Contract Administrator*: City of Campbell River
301 St. Ann's Road
Campbell River, BC
V9W 4C7
Attention: Mr. David Dougherty, ASCT Capital Works Supervisor
E-mail: david.dougherty@campbellriver.ca

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent and received by fax or e-mail; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax or e-mail assumes all risk that the fax or e-mail will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers, Part II apply to the sender.

ARTICLE 7 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

TBD

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(WITNESS)

Owner:

City of Campbell River

(AUTHORIZED SIGNATORY)

(WITNESS)

SCHEDULE 1

CITY OF CAMPBELL RIVER

Schedule of Contract Documents

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

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

The documents noted with "***" are available at www.campbellriver.ca

- a) Agreement;
- b) Addenda;
- c) Supplementary General Conditions;
- d) General Conditions*;
- e) Supplementary Specifications;
- f) Specifications*;
- g) Drawings listed in Schedule 2 to the Agreement;
- h) Supplementary Detail Drawings;
- i) Standard Detail Drawings*;
- j) Executed Form of Tender;
- k) Instructions to Tenderers;
- l) All other Contract Drawings;
- m) Supplementary Specifications, City of Campbell River, Design Standards 2010, Appendix A to Subdivision and Development Servicing Bylaw 3419**;
- n) City of Campbell River: Approved Utility Product List***;

SCHEDULE 2

CITY OF CAMPBELL RIVER

List of Contract Drawings

(Complete listing of all drawings, plans and sketches which are to form a part of this Contract, other than Standard Detail Drawings and Supplementary Standard Detail Drawings.)

TITLE	DRAWING NO.	SHEET NO.	DATE	REVISION DATE	REVISION NO.
Field 1 Rehabilitation	19-512	1 of 4	19/04/11	19/04/12	1
Existing Survey	19-512	2 of 4	19/04/11	19/04/12	1
Pivot Wheel Path Profiles	19-512	3 of 4	19/04/11	19/04/12	1
Pivot Wheel Path Profiles	19-512	4 of 4	19/04/11	19/04/12	1

Appendix 7

SAFETY COVENANT

BETWEEN:

_____ of
(Company Name (Print legibly))

(Address)

_____ (City) _____ (Postal Code)

_____ (Phone no.) _____ (Fax no.)

hereinafter referred to as the "Contractor"

AND:

CITY OF CAMPBELL RIVER

hereinafter called the "Owner"

WHEREAS:

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the Occupational Health and Safety (OHS) Regulation, B.C. Reg. 296/97, as may be amended from time to time, that are applicable to the work being performed, and as well will comply with the provisions of the *Workers Compensation Act, R.S.B.C., 1996, c.492*, as amended (the 'Act').

Without limiting the generality of the foregoing, the Contractor agrees:

- 1) Before commencing any work for the Owner, the Contractor will consult the OHS Regulation and will determine which provisions of the OHS Regulation is applicable to the work that the Contractor is to perform. The Contractor will strictly comply with all applicable OHS Regulations when performing the work.
- 2) Before commencing any work for the Owner, the Contractor will review and familiarize itself with any existing policies or procedures developed by the Owner in relation to the work. If in the opinion of the Contractor, by following a policy or procedure that the Owner has established in relation to the work, the Contractor, or an employee of the Contractor or of the Owner, or any other worker, is put at increased risk, the Contractor must request a written change of policy or procedure from the Owner, applicable only to the work the Contractor is to perform, before proceeding with the work. The Owner reserves the right to refuse to amend its policies or procedures in response to any such request where the Owner, after such consultation with WorkSafe BC as the Owner considers necessary, determines that the Owner's policy or procedure does not increase the risk to any worker at the location of the work to be performed, and determines that the

- Contractor's request is unreasonable, or is unnecessary for the protection of workers at the location of the work.
- 3) To have read every section of the OHS Regulation that pertains to the job at hand, to ensure that it understands the pertinent OHS Regulation and its application to the supervisor(s) and to all of the workers at the location of the work, and to ensure that each worker under the Contractor's supervision follows the applicable OHS Regulation. To assist Contractors with this task, the City of Campbell River directs them to consult with WorkSafe BC directly, to access the WorkSafe BC Regulations and Policies available on the WorkSafe BC website.
- 4) To understand, comply with and, to the full extent of the Contractor's lawful authority, to enforce all of the following provisions of the OHS Regulation as they pertain to the job at hand and to the workers employed by the Contractor, and to provide to the owner, at any time upon request, evidence of compliance with the following:
- a) Rights & Responsibilities – Occupational Health & Safety Program (Part 3, including investigations, inspections, written instructions, records and statistics, adequate supervision, complete understanding by the workforce of the right and responsibility to refuse unsafe work)
 - b) General Conditions (Regulation – Part 4)
 - c) Chemical and Biological Substances (Regulation – Part 5)
 - d) Substance Specific requirements (Regulation – Part 6)
 - e) Noise, Vibration, Radiation and Temperature (Regulation – Part 7)
 - f) Personal Protective Clothing and Equipment (Regulation - Part 8)
 - g) Confined Space Entry (Regulation – Part 9)
 - h) Lock-out (Regulation – Part 10)
 - i) Fall Protection (Regulation – Part 11)
 - j) Tools, Machinery and Equipment (Regulation – Part 12)
 - k) Ladders, Scaffolds and Temporary Work Platforms (Regulation – Part 13)
 - l) Cranes and Hoists (Regulation – Part 14)
 - m) Rigging (Regulation – Part 15)
 - n) Mobile Equipment (Regulation – Part 16)
 - o) Traffic Control (Regulation – Part 18)
 - p) Electrical Safety (Regulation – Part 19)
 - q) Construction, Excavation & Demolition (Regulation – Part 20)
 - r) Forestry Operations (Regulation – Part 26)
 - s) Evacuation and Rescue (Regulation – Part 32)
 - t) Occupational First Aid (Regulation – Part 33)
 - u) Coordination of Multiple Employer Workplaces (Regulation – Part 20, s. 20.3)

PROVISIONS OF THE *WORKERS COMPENSATION ACT* – PART 3 SPECIFIC TO CONTRACTORS ON A WORKSITE:

- i. Division 3 – General duties of Employers, Workers and Others (Sections 115, 116, 117, 118, 119, 120, 121, 122, 123, 124);
 - ii. Division 4;
 - iii. Division 10.
- 5) The *Workers Compensation Act* stipulates that the Owner (the City of Campbell River) is required to enforce any observed infraction of the Act or Regulation. The Contractor accepts that the City of Campbell River will be conducting periodic checks of the Contractor during the Contractor's work for the City of Campbell River and will be asking the Contractor to comply with the Act/Regulation in the event that any contravention is observed. If a contravention is observed and not corrected, the Contractor may be asked to leave the worksite and may result in termination of the contract for the work.

- 6) For the purposes of streamlining large construction projects and multiple employer worksites, the Owner reserves the right to designate a “prime contractor” amongst contractors who are working on a job-site together. A designated person employed by the “prime contractor” – appointed by the Owner - will act as the coordinator of the other contractors on that job-site and will ensure that each of the contractors on the job site are following all of the Act and WorkSafe BC Regulations as well as site-specific policies and procedures. This includes having in place an approved WorkSafe BC Safety Program and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractor’s site health and safety activities.
- 7) In the event that a prime contractor has been designated, it is the responsibility of the Contractor to inquire who the “prime contractor” is for the worksite and to comply with the requirements for a multiple employer worksite where a prime contractor has been designated, as set out in the preceding section.

NOTE:

- a) Payment of WorkSafe BC Assessments by any Contractor does not obviate the responsibility of the contractor to any of the foregoing.
- b) The foregoing constitutes requirements of the Prevention Division of WorkSafe BC for any workplace in the Province of British Columbia and constitutes the Owner’s expectations of contractors.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- 1) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 2) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee’s health or safety.

THIS Covenant made the _____ day of _____, 2019, in
_____ in the Province of British Columbia.
(City)

CONTRACTOR:

Company Name

Authorized Signatory

Appendix 8

PRIME CONTRACTOR AGREEMENT

1. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:
 - .1 be the "prime contractor" for the "Work site", and
 - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".
- .2 The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - .1 whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - .2 whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:

Coordination of multiple-employer Workplaces

118(1) In this section:

“multiple-employer Workplace” means a Workplace where Workers of 2 or more employers are Working at the same time;

“prime contractor” means, in relation to a multiple-employer Workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must

- (a) ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

(3) Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

**CITY OF CAMPBELL RIVER
TENDER 19-15
NVEC BIO SOLIDS SITE MANAGEMENT PHASE I
DRAFT AGREEMENT**

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C.

Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- 3) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 4) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act and the B.C. Employment Standards Act while contracted by the *City* on

project location: _____ and will abide by all Workers Compensation Board Regulation requirements.

Date: _____

Project: _____

Company Name: _____

Authorized Signatory: _____

Printed Name: _____

Witness Signatory: _____

Printed Name: _____



SUPPLEMENTARY GENERAL CONDITIONS

**TO BE READ WITH "General Conditions"
CONTAINED IN THE PLATINUM EDITION (printed 2009) OF THE PUBLICATION
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS"**

Reference No.: TENDER 19-15

Contract: NWEC BIO SOLIDS SITE MANAGEMENT PHASE I

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25 Maintenance Period	SGC 6

DEFINITIONS

1.0

1.67.1

(delete clause 1.67.1 and replace as follows)

"Substantial Performance" means the stage of completion of all of the *Work*, as certified by the *Payment Certifier*, when:

- a) the *Work* is ready for use or is being used for its intended purpose; **and**
- b) the total of the incomplete, defective and deficient *Work* can be completed at an estimated cost of no more than:

3% of the first \$500,000 of the *Contract Price*
2% of the next \$500,000 of the *Contract Price*
1% of the balance of the *Contract Price*

1.79

(add new clause 1.79 as follows)

"(amend clause X.XX as follows)" preceding a supplementary clause means this clause provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents, Volume II.

1.80

(add new clause 1.80 as follows)

"(add new clause X.XX as follows)" preceding a supplementary clause means this clause provides additional requirements or information not found in the Master Municipal Construction Documents, Volume II.

1.81

(add new clause 1.81 as follows)

"(delete clause X.XX and replace as follows)" preceding a supplementary clause means this clause replaces the referenced clause in the Master Municipal Construction Documents, Volume II, in its entirety.

1.82

(add new clause 1.82 as follows)

"Payment Certifier" has the meaning set out in SGC 18.6.6.

1.83

(add new clause 1.83 as follows)

"Provide" or "Provision of" means supply and placement of an item.

1.84

(add new clause 1.84 as follows)

"Engineer" shall mean the *Owner's* engineer appointed to provide technical support during the course of the *Work*.

1.85

(add new clause 1.85 as follows)

"Critical Path Method" (CPM) means the method of scheduling a project as follows:

The essential technique for using CPM is to construct a model of the project that includes:

- (1) A list of all activities required to complete the project (typically categorized within a work breakdown structure),
- (2) The time (duration) that each activity will take to completion, and
- (3) The dependencies between the activities.

Using these values, CPM calculates the longest path of planned activities to the end of the project, and the earliest and latest that each activity can start and finish without making the project longer. This process determines which activities are "critical" (i.e., on the longest path) and which have "total float" (i.e., can be delayed without making the project longer). This determines the shortest time possible to complete the project. Any delay of an activity on the critical path directly impacts the planned project completion date (i.e. there is no float on the critical path). A project can have several, parallel, near critical paths. An additional parallel path through the network with the total durations shorter than the critical path is called a sub-critical or non-critical path.

DOCUMENTS 2.0

Interpretation 2.2.5

(add new clause 2.2.5 as follows)

The Contract Drawings shall not be used for the construction of the Work unless Issued For Construction by the *Contract Administrator*.

CONTRACTOR 4.0

Protection of Work, Property and the Public 4.3.7

(add new clause 4.3.7 as follows)

The *Contractor* shall locate, mark and protect from damage or disturbance, any and all stakes, survey pins, monuments and markers at the *Place of the Work*.

All survey stakes, pins, monuments or markers which, in the opinion of the *Owner*, have been damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor at the *Contractor's* expense.

Good Neighbour Policy 4.3.8

(add new clause 4.3.8 as follows)

The *Owner's* Good Neighbour Policy as adopted by City of Campbell River Council on April 15, 1997 shall apply to this contract. The Policy states: "That *Contractors* working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons."

Damage to Improvements and Utilities 4.3.9

(add new clause 4.3.9 as follows)

The *Contractor's* Work shall be confined to the *Owner's* premises, including statutory right-of-ways easements and construction permit limits, whenever possible. The *Contractor* shall not enter upon or place materials on other private premises except by written consent of the individual *Owners* and shall save the *Owner* harmless from all suits and actions of every kind and description that might result from use of private property.

Use of Working Site 4.3.10

(add new clause 4.3.10 as follows)

The *Contractor* shall confine his equipment, storage of materials and operation of Work to the limits indicated by law, permits, or direction of the *Contract Administrator*, and shall not unreasonably encumber the premises with his materials. The *Contractor* shall comply with the

Contract Administrator instructions regarding signs, advertisements, fires and smoking.

The working site shall at all times be kept free of rubbish and unnecessary hazards to persons, materials, and equipment.

**Local, Emergency
Traffic and
Property Access**

4.3.11

(add new clause 4.3.11 as follows)

Local traffic shall be provided access to private properties at all times.

Emergency traffic such as Police, Fire, and Disaster Units shall be provided reasonable access at all times. The *Contractor* shall be liable for any damage which may result from his failure to provide such reasonable access.

**Traffic
Management Plan**

4.3.12

(add new clause 4.3.12 as follows)

If required, the *Contractor* shall submit a Traffic Management Plan for Approval prior to start of construction in which the extent and duration of any road closures associated with the work are identified. Two-way traffic via one open lane shall be maintained on public roads at all times unless the *Contractor* has obtained the *Owner's* approval via a Road Closure Permit. The *Contractor* is cautioned that approval of full road closures is not guaranteed. Traffic control on all roads shall be in strict accordance with the Traffic Control Manual for Work on Roadways published by the Ministry of Transportation and Highways. The *Contractor* shall only use appropriately accredited personnel for Traffic Control.

**Temporary
Structures and
Facilities**

4.4.3

(add new clause 4.4.3 as follows)

The *Contractor* shall provide clean sanitary latrine accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Ministry of Health and other bodies having jurisdiction. The *Contractor* shall permit no public nuisance.

**Construction
Schedule**

4.6.1

(delete clause 4.6.1 and replace as follows)

The *Contractor* shall, within the time set out in the *Form of Tender*, prepare and submit to the *Contract Administrator* a time-scaled construction schedule (the "*Baseline Construction Schedule*") prepared using the *Critical Path Method* (CPM). The schedule shall:

- .1 Show all significant construction activities, shop drawing submittals and procurement activities.
- .2 Show the dependencies between activities so that it may be established what effect the progress of any one activity has on the schedule.
- .3 Show completion time and all specific dates and sequencing requirements. Identify activities making up the critical path.

Unless specifically approved by the *Contract Administrator*, show activities on the schedule with a duration not longer than 15 working days or an assigned value not greater than \$100,000 (except activities showing only submittal, fabrication or delivery of material or equipment). Divide activities which exceed these limits into more detailed components. The schedule shall include allowances made for legal holidays and normal weather conditions.

The *Baseline Construction Schedule* shall indicate completion of the *Work* in compliance with the *Milestone Dates*. The *Contractor* shall ensure that the *Baseline Construction Schedule* is in more detail than the *Preliminary Construction Schedule* so as to enable the *Contract Administrator* to compare actual construction progress during the performance of the *Work* with the *Baseline Construction Schedule* as adjusted pursuant to GC 4.6.2.

Fair Wages

4.8.2

(add new clause 4.8.2 as follows)

The *Contractor* attests to compliance with Section 5 of the Skills Development and Fair Wage Act in projects where the provincial contribution to a Municipal project exceeds \$250,000.

Test and Inspections

4.12.4

(delete clause 4.12.4 and replace as follows)

The *Contractor* shall as part of the *Work* perform, or cause to be performed, all tests, inspections and approvals of the *Work* as required in the *Contract Documents* or as required by the *Contract Administrator* as part of the *Quality Control*. Any reference in the specifications to inspection and testing shall mean that the *Work* described in the specification must be inspected and approved in a manner approved by the *Contract Administrator*. The *Contractor* shall only employ or engage, as an agent or consultant for testing, a person approved by the *Owner*. Where the specification indicates that the *Contract Administrator* will arrange for testing, the *Contractor* continues to be solely responsible for testing of the *Work*. The *Contract Administrator* may perform additional tests for the *Owner's* sole benefit. The costs of these additional tests will be the responsibility of the *Owner*.

Truck Routes and Disposal Sites

4.17.1

(add new clause 4.17.1 as follows)

In hauling of material to and from the work site, the routes to be followed by trucks shall be confined to designated arterial and collector roads as shown on the road classification plan as issued by the *City*. Where a dumpsite can only be accessed by way of a local road, the route shall be the shortest possible way from an arterial or collector road, and shall be agreed to by the *Contract Administrator* in advance of the work. The *Contractor* shall be responsible for road cleanup along all trucking routes used in association with the work. The cost of this cleanup shall be paid by the *Contractor* and considered incidental to the work. It should be noted that a "Soil Deposition Permit" is required for any dumpsite within the *City of Campbell River*. The *Contractor* shall be responsible for obtaining and securing a legal dumpsite. All costs associated with that dumpsite shall be the responsibility of the *Contractor* and shall be considered incidental to the *Work*.

Disposal of Wood Debris, Organic Debris, and/or Waste Excavated Material

4.18.1

(add new clause 4.18.1 as follows)

Prior to disposal of any wood debris, organic debris and/or waste excavated material, the *Contractor* shall submit a disposal management strategy in accordance with all applicable Laws, Bylaws and Regulations to the *Contract Administrator* for approval. Subject to the *Contract Administrator's* approval, the *Contractor* shall ensure that all wood debris, organic debris and/or waste excavated material that is removed from the work site is managed in accordance with this approved disposal management strategy. The *Contractor* shall be required to employ acceptable methods of disposal, approved disposal site location(s), and shall be required to obtain and submit

copies of all relevant permits and/or approvals prior to the disposal of any wood debris, organic debris and/or waste excavated material

Regardless of the aforementioned, the *Owner* reserves the right to disallow any or all of the *Contractor's* proposed disposal management strategy if it is determined that they will result in undesirable environmental impacts.

OTHER CONTRACTORS 6.0

Coordination and Connection 6.2.2

(add new clause 6.2.2 as follows)

If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the *Contract Administrator* shall decide which *Contractor* shall cease Work temporarily and which *Contractor* shall continue, or whether the Work under the Contracts can be coordinated so the Contracts may proceed simultaneously. The *Owner* shall not be responsible for any damages suffered or extra costs incurred by the *Contractor*, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the *Contract Administrator* respecting the order of precedence in the performance of the Contracts other than for the extension of time.

VALUATION OF CHANGES AND EXTRA WORK 9.0

Valuation Method 9.2.1.3

(add new clause 9.2.1.3 as follows)

Should a lump sum method be used for determination of the value of a *Change*, the *Contractor* shall determine the value of the *Change* by calculating the cost for each item contained within the *Change* and applying a 10% mark up on all costs associated with the *Change* for Overhead and Profit. All costs are required to be supported by documentation satisfactory to the *Contract Administrator* and all applicable rates are to be satisfactory to the *Contract Administrator*.

FORCE ACCOUNT 10.0

Force Account Costs 10.1.1.4

(delete 10.1.1.4 and replace as follows)

Force Account Work performed by a *Subcontractor* shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the *Contractor* pays the *Subcontractor* including a markup of 10% on such actual cost to cover all overhead and profit.

DELAYS 13.0

Liquidated Damages for Late Completion 13.9.1.1

(delete 13.9.1.1 and replace as follows)

as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay an amount of \$1,000 per day or pro rata portion for each calendar day that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus

PAYMENT 18.0

Holdbacks 18.4.1

(delete 18.4.1 and replace as follows)

The *Owner* will retain a holdback but will not establish a Holdback Trust Account pursuant to Section 5 of the *Builders Lien Act*.

Substantial Performance 18.6.5

(delete clause 18.6.5 and replace as follows)

The *Owner* will release any builder's lien holdback on the 56th day following the date of *Substantial Performance*, or other date as required by law, but the *Owner* may holdback the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3 and 18.4.4, or the Maintenance Period Financial Security if not received by this date.

Payment Certifier 18.6.6

(delete clause 18.6.6 and replace as follows)

The *Contract Administrator*, as defined herein, shall be the *Payment Certifier* responsible under Section 7 of the *Builders Lien Act* for certifying *Substantial Performance* of the *Work* of the *Contractor*, but not the *Work* of *Subcontractors*. The *Contractor* shall co-operate with and assist the *Contract Administrator* by providing information and assistance in as timely manner as the *Contract Administrator* considers necessary to carry out the duties of the *Payment Certifier* for the *Contract*.

The *Contractor* shall be the *Payment Certifier* responsible under Section 7 of the *Builders Lien Act* for certifying *Substantial Performance* of the *Work* of each *Subcontractor*. Prior to certifying completion for a *Subcontractor*, the *Contractor* shall consult with the *Contract Administrator* and obtain the *Contract Administrator's* comments on the status of completion by the *Subcontractor*, including any deficiencies or defects in the *Subcontractor's Work* noted by the *Contract Administrator*. The *Contractor* will indemnify and save the *Owner* harmless from any and all liability the *Owner* may have to anyone arising out of the certification by the *Contractor* of *Substantial Performance* for that *Subcontractor*.

Notwithstanding any other provision of the *Contract*, no payments will be due or owing to the *Contractor* so long as a Lien filed by anyone claiming under or through the *Contractor* remains registered against the Project or any lands, or interest therein, on which *Work* for the project was performed. Failure of the *Contractor* to remove all Liens promptly will entitle the *Owner* to damages.

WORKERS COMPENSATION REGULATIONS 21.0

Contractor is "Prime Contractor" 21.2.2

(add new clause 21.2.2 as follows)

If the *Work* is being completed as part of a project for which the *Owner* already has a *Prime Contractor* designated then the *Contractor* will be responsible to ensure that they assume direction from the *Prime Contractor* as per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3).

INSURANCE 24.0

Required Insurance 24.1.7

(add new clause 24.1.7 as follows)

The *Contractor* shall ensure the following are additional named insured under this contract:

- The City of Campbell River

MAINTENANCE PERIOD 25.0

Correction of Defects 25.1.4

(add new clause 25.1.4 as follows)

The *Owner* is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

Maintenance Period Financial Security 25.4.1

(add new clause 25.4.1 as follows)

within 10 days of the issue of the Certificate of substantial Performance deliver to the *Owner*, a Maintenance Period Financial Security in the form of cash, or a clean, irrevocable Letter of Credit in a form acceptable to the *Owner* in the amount of 5% of the Contract Price, issued by a major Canadian chartered bank which has a branch in Campbell River BC, payable to the *Owner* within the Maintenance Period.



SUPPLEMENTARY SPECIFICATIONS

TO BE READ IN CONJUNCTION WITH THE "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS"

Reference No.: TENDER 19-15

Contract: NWECC BIO SOLIDS MANAGEMENT PHASE I

- General**
- 1.1
- a) Payments will be made on the basis of the unit prices bid in the Tender, and in accordance with Article 18 of the General Conditions.
 - b) The unit prices bid, unless specifically noted otherwise, shall include the supply of all *LABOUR, PLANT, MATERIAL* and *PRODUCT* equipment necessary to construct *THE WORK* in accordance with the specifications.
 - c) The prices bid for supply and installation shall be full compensation for supplying, hauling, installing, cleaning, testing, and placing in service together with all other work subsidiary and incidental thereto for which separate payment is not provided elsewhere.
 - d) Other materials on site, whether existing structures, vegetation, topsoil, gravel, sand or other excavated or piled materials, are the property of the *OWNER* or of the owner of the land on which *THE WORK* is located. Only those materials specifically noted in the specification or on drawings, as belonging to the *CONTRACTOR* shall become the *CONTRACTOR's* property.
 - e) Where there are excess excavated materials, unsuitable materials excavated or materials of any kind that are excavated but not used in *THE WORK*, such materials are not the property of the *CONTRACTOR* unless authorized in writing by the *CONTRACT ADMINISTRATOR* or specified to be disposed of by the *CONTRACTOR*.
- Unit Price Contracts**
- 2.1
- a) Payments will be made on the basis of the following:
 - .1 Unit Price items in the Schedule of Quantities and Unit Prices.
 - .2 Changes in *THE WORK* for items not covered by unit prices, in accordance with Article 7 - *CHANGES IN THE WORK* of the General Conditions.

- b) For each item in the Schedule of Quantities and Unit Prices, the *Contract Administrator* will, in cooperation with the *Contractor*, measure the quantity of the item completed at the end of the payment period and this will be shown as a percentage of the work completed against the appropriate value for the lump sum assigned to the respective line item.
- Mobilization and Demobilization** 3.1 a) Mobilization and demobilization shall include the *Contractor's* costs of mobilization at the beginning of the project; and the costs of demobilization at the end of the project.
- b) Included in mobilization are such items as bonding, insurance, permits, moving personnel, materials and equipment to the site, setting up temporary facilities, First-Aid, Site Safety, temporary utilities and all preparation for performing *THE WORK*.
- c) Included in demobilization are preparation and submission of operation and maintenance manuals, As-Constructed Record Drawings, comprehensive Bill Of Materials, removal of all personnel, materials and equipment; and cleanup of the site and *THE WORK*.
- d) The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent of the Tender Price.
- e) Payment will be made as follows, as approved by the *CONTRACT ADMINISTRATOR*:
- I. 60% of the lump sum bid will be included in the first progress payment certificate;
 - II. 40% of the lump sum bid will be included in the final progress payment certificate.
- The *CONTRACT ADMINISTRATOR* may at his discretion recommend partial payment if mobilization or demobilization is not complete.
- Dust Control** 4.1 During the performance of *THE WORK*, the *CONTRACTOR* is to at all times keep the worksite and such immediate surrounding areas which it may utilize free from waste materials, debris or rubbish and is to employ adequate dust control measures. Water shall be the only material acceptable for dust suppression. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in any way, as reasonably determined by the *OWNER* or *CONTRACT ADMINISTRATOR*, the *CONTRACTOR* is to promptly remove it. If any claim, suit, losses, or action is brought by a person affected by the transportation of materials, equipment, goods or wastes to and from the worksite, the *CONTRACTOR* shall defend, indemnify and hold harmless all indemnified parties.
- Underground Utilities** 5.1 It is the *CONTRACTOR'S* responsibility wherever necessary to determine location of existing pipes, valves, conduits, vaults, or

other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the *CONTRACTOR*, at his own expense, shall make explorations and excavations for such purposes. The *CONTRACTOR* shall notify the *CONTRACT ADMINISTRATOR* or his representative of any conflicts.

The *CONTRACTOR* shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work. Water control and siltation control shall be under the direction of a qualified environmental monitor engaged by the *CONTRACTOR*.

When any existing mains and/or service pipes, utility ducts, vaults or other utility structures are encountered, the *CONTRACTOR* shall support them to the satisfaction of the *CONTRACT ADMINISTRATOR* so as to protect them from injury. The *CONTRACTOR* shall, at his own expense, at once repair and make good any injury which may occur to any mains, service or utility pipes or ducts, or facilities, or to any electrical conductor, telephone, cable or natural gas facility or to any sidewalk, crosswalk as a result of this operation.

Support of power, telephone poles, underground mains, wiring and light standards required to complete the work, shall be the responsibility of the *CONTRACTOR* and completed in accordance with utility company standards. The *CONTRACTOR* shall schedule the work with the appropriate utility company in advance, so as not to delay the work. All costs associated with the work shall be considered incidental and no separate payment be made for this item.

**Construction
Surveys**

- 6.1 The *CONTRACTOR* is responsible for all survey layout, including stakes, hubs, and grade control.

The *CONTRACTOR* shall survey and layout the work including, but not limited to, as-built invert elevations, offsets and stations of all grade changes, miscellaneous appurtenances, and all existing utilities exposed during construction.

The *CONTRACTOR* shall provide all stakes, hubs, nails, flagging, and including the supply of casual labour for checking of the work, as required by the *CONTRACT ADMINISTRATOR*. The *CONTRACTOR* shall provide the *CONTRACT ADMINISTRATOR* with records of the actual surveys, and "as-built" information pick-up.

No separate or additional payment will be made for this work.

**General
Coordination**

- 7.1 The *CONTRACTOR* shall work cooperatively with B.C. Hydro, Telus, Shaw and Fortis to locate private utility ducting.

No additional payment shall be made for this work.

Supplementary Specifications

8.1 The following Supplementary Specifications are complementary to the MMCD.

Section	Title
01 31 00	Construction Schedule and Progress Payments
01 31 01	Project Meetings
31 11 01	Clearing and Grubbing
31 22 01	Site Grading
31 24 13	Roadway Excavation, Embankment & Compaction
32 31 13	Fence Removal

1.0 GENERAL

1.1 Description

- .1 Prepare a time-scaled network schedule using the critical path method. The schedule will provide a basis for determining the progress status of the project relative to the completion time and specific dates and for determining the acceptability of the *CONTRACTOR*'s requests for payment.

1.2 Schedules

- .1 Depict all significant construction activities, shop drawing submittals and procurement activities. Show the dependencies between activities so that it may be established what effect the progress of any one activity has on the schedule. Except for the start and finish milestones / activities each task shall have a successor and predecessor dependency.
- .2 Show completion time and all specific dates and sequencing requirements. Identify activities making up the critical path. The Critical path is to be shown as per SGC 4.6.1.
- .3 Unless specifically approved by the *CONTRACT ADMINISTRATOR*, show activities on the schedule with a duration not longer than 15 working days or an assigned value not greater than \$100,000 (except activities showing only submittal, fabrication or delivery of material or equipment). Divide activities which exceed these limits into more detailed components. Base the scheduled duration of each activity on the work being performed during the normal 40-hour work week with allowances made for legal holidays and normal weather conditions.

1.3 Submittals for Review

- .1 Within 10 days of the Notice of Award submit a construction schedule as specified herein showing in detail all procurement and on-site construction activities.
- .2 The *CONTRACT ADMINISTRATOR* will review the submitted schedule within 14 working days of its receipt. If the *CONTRACT ADMINISTRATOR* finds that the submitted schedule does not comply with the specified requirements, or does not provide an acceptable schedule detail, the deficiencies will be identified in writing to the *CONTRACTOR* for correction and re-submittal. Correct and resubmit the schedule within 10 working days after the deficiencies have been identified by the *CONTRACT ADMINISTRATOR*. The accepted schedule will become the project baseline schedule for tracking construction progress.

1.4 Schedule Revisions

- .1 Submit proposed revisions to the accepted construction schedule to the *CONTRACT ADMINISTRATOR* for review. Changes in timing for activities may be modified with agreement of the *CONTRACTOR* and *CONTRACT ADMINISTRATOR*. A change affecting the Contract Price, the completion time, or work sequencing may be made only by approved change order.
- .2 Add separate activities to the construction schedule for each approved change order.
- .3 Should the actual sequence of work performed by the *CONTRACTOR* deviate from the planned sequence indicated in the accepted schedule, the *CONTRACT*

ADMINISTRATOR may require the *CONTRACTOR* to revise the schedule to reflect changes in the actual sequence and/or the future sequence of work.

- .4 Within 20 days following approval of the *CONTRACTOR*'s testing and commissioning plan submit a schedule revision incorporating the approved plan into the construction schedule.
- .5 Submit with each schedule revision all information as called for in submitting the original construction schedule.

1.5 Progress Status Update

- .1 Submit an updated schedule on a monthly basis concurrent with the submittal of the progress payment request. Indicate on the updated schedule progress achieved to date on all activities.
- .2 Submit three-week lookahead schedules for review and discussion at each weekly project meeting.

2.0 PRODUCTS

- .1 Not Used

3.0 EXECUTION

- .1 Not Used

END OF SECTION 01 31 00S

PROJECT MEETINGS

1. General

1.1 Administrative

- .1 The Contract Administrator will administer the pre-construction meeting, and regular progress meetings to be held weekly.
- .2 The Contractor's superintendent, and senior representatives of major sub-contractors to attend all meetings.
- .3 Representatives of Contractor, subcontractor and suppliers attending meetings to be qualified and authorized to act on behalf of the party each represents.
- .4 The Engineer or Contract Administrator will chair and record discussions and decisions, and circulate the minutes. The Contractor is to circulate the minutes to subcontractors and suppliers.
- .5 The Contractor is to notify the Contract Administrator in writing of any discrepancies or inconsistencies within 2 days of receipt of minutes for recording in next meeting. Failure to notify the Contract Administrator of discrepancies or inconsistencies within 2 days of receipt of minutes will be deemed acceptance of the minutes as recorded.

1.2 Preconstruction Meeting

- .1 Within 10 days of Notice to Award, the Contract Administrator will schedule a meeting to discuss administrative procedures and responsibilities.
- .2 Agenda includes the following:
 - a) Appointment of official representatives of participants in the Work.
 - b) Appointment of General Contractor as Prime Contractor.
 - c) Notice of Project, Insurances
 - d) Schedule of Work, progress scheduling.
 - e) Submittals.
 - f) Requirements for temporary facilities, offices, utilities, fences.
 - g) Traffic Management Plan
 - h) Environmental Protection Plan
 - i) Site Safety and Security.
 - j) Change Order procedures.
 - k) Record drawings.
 - l) Commissioning, acceptance, warranties.
 - m) Monthly progress payments, administrative procedures, holdbacks.
 - n) Appointment of inspection and testing agencies or firms.

1.3 Weekly Progress Meetings

- .1 The Contractor's superintendent and senior representatives of major subcontractors involved in the Work to be in attendance of weekly progress meeting to be held on site.
- .2 Agenda includes the following:
 - a) Past period progress.
 - b) Next period progress.

- c) Schedule of construction.
 - d) Anticipated changes in the work.
 - e) Approved changes in the work.
 - f) Submittal/RFI/SI status
 - g) Operations staff scheduling.
 - h) Site safety.
 - i) General information pertaining to the work.
 - i. Quality control
 - ii. Site cleanliness
 - iii. Environmental protection
 - iv. Other
- .3 Submit for information only, at each regularly scheduled progress meeting:
- a) Totals of all personnel currently on site associated with the contract, broken down by trade and subcontractor including all staff.
 - b) Totals of all major equipment currently on site, over two thousand dollar replacement value, broken down by type and subcontractor.

1.4 Special Meetings

- .1 Special meetings may be held at the request of the Contract Administrator, Owner, or Contractor to discuss specific items.

1.5 Payment

- .1 All required attendance of the Contractor and/or Contractor's major subcontractors to all Progress Meetings and any required Special Meetings shall be incidental to the contract and no separate payment will be made.

END OF SECTION 01 31 01

1.4. Measurement and Payment

.3 (Add the following clause 1.4.3)

Payment for separating invasive species from vegetation remains during clearing and grubbing operations will be by lump sum.

3.5 Removal and Disposal

.5 (Delete paragraph 3.5.5 and replace as follows)

Chip or grind all branches, stumps, timber and dispose on-site as described on *Contract Drawings*.

.6 (Add the following clause 3.5.6)

Separate all invasive species as from clearing and grubbing debris and stockpile separately at an on-site location designated by contract administrator.

END OF SECTION 31 11 01

1.4 Measurement and Payment

.1 **(Delete paragraph 1.4.1 and replace as follows)**
Option 1: Measurement for top soil and organic material stripping including, rough site grading and stockpiling on *Contract Drawings* will be based on actual surface area with a minimum depth of cut as noted on contract drawings for designated areas 'D' and 'E'.

.2 **(Delete paragraph 1.4.2 and replace as follows)**
Payment for rough site grading includes cut and fill excavations and its on-site redistribution to a smooth surface with no local depressions as per profile on *Contract Drawings*.

Measurement for rough site grading will be made for the entire area graded including excavating and filling.

.9 **(Add the following clause 1.4.9)**
Option 2: Measurement for top soil and organic material stripping including disposal on *Contract Drawings* will be based on actual surface area with a minimum depth of cut as noted on contract drawings for designated areas 'D' and 'E'.

Dispose of all top soil and organic material stripped from Area D and Area E to an approved off-site disposal area. No additional payment for loading and hauling. Complete and submit required documents under Provincial Contaminated Sites Legislation before removing material.

.10 **(Add the following clause 1.4.10 – Optional Work)**
Relocate existing stockpile material as shown on contract drawings or as directed by Contract Administrator.
Measurement will be based on measurements made before and after excavation of stockpile area after clearing and grubbing and relocated portion.

3.2 Grading

.1 **(Delete paragraph 3.2.1 and replace as follows)**
Rough grade site to an even surface with no local depressions to allow for mechanical irrigations system to operate as approved by *Contract Administrator*. Fill all stump voids with approved native material.

END OF SECTION 31 22 01

1.8 Measurement and Payment

.5 (*Delete first paragraph 1.8.5 and replace as follows*)
Payment for common excavation includes excavation of material of whatever nature and removed or relocated as approved native backfill material as authorized by Contract administrator.

3.5 Compaction

.7 (*Add the following clause 3.5.7*)
The frequency of density tests shall be one test per 250 sq.m. per 300 mm vertical lift.

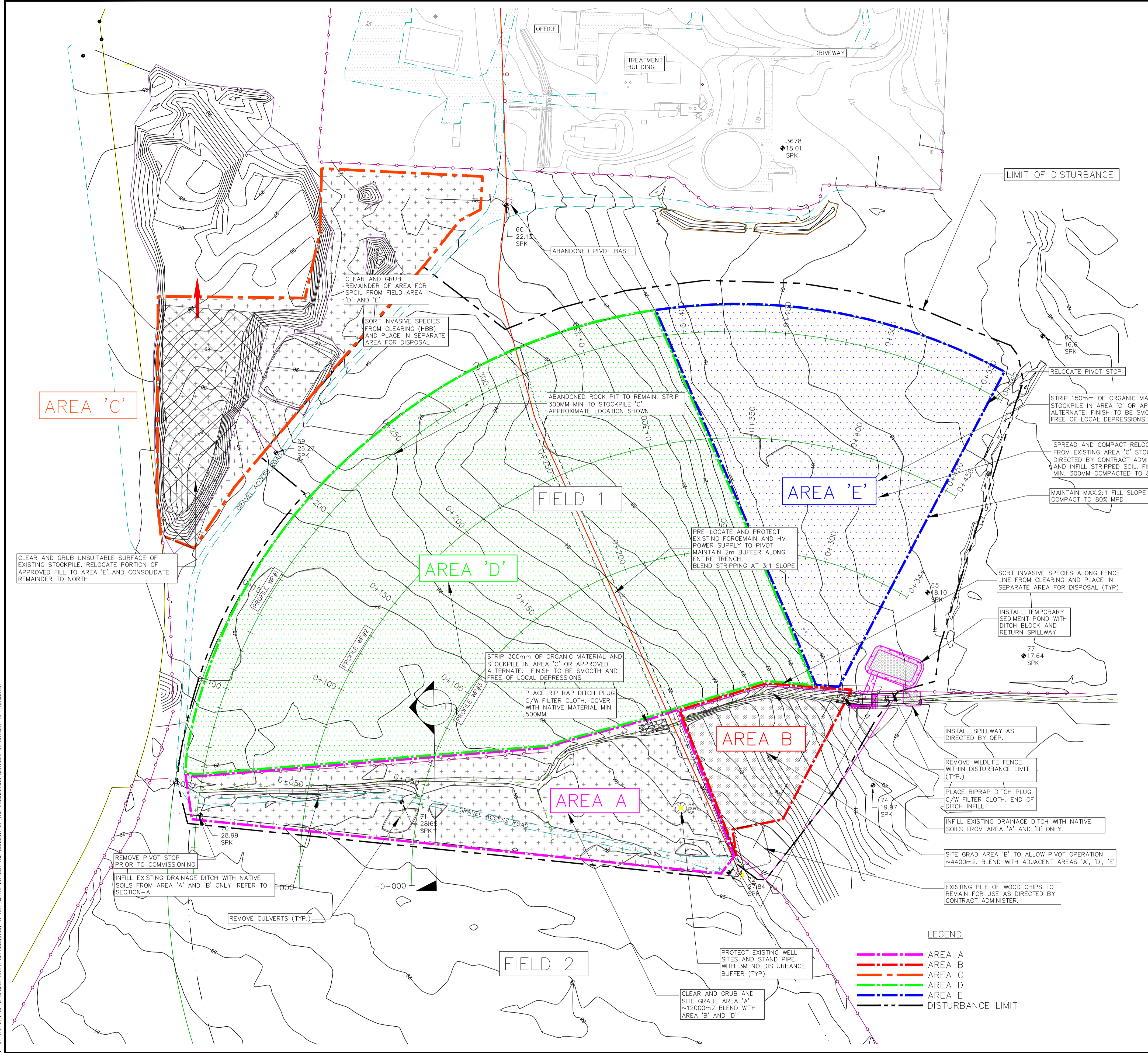
END OF SECTION 31 24 13

**1.5 Measurement and
Payment**

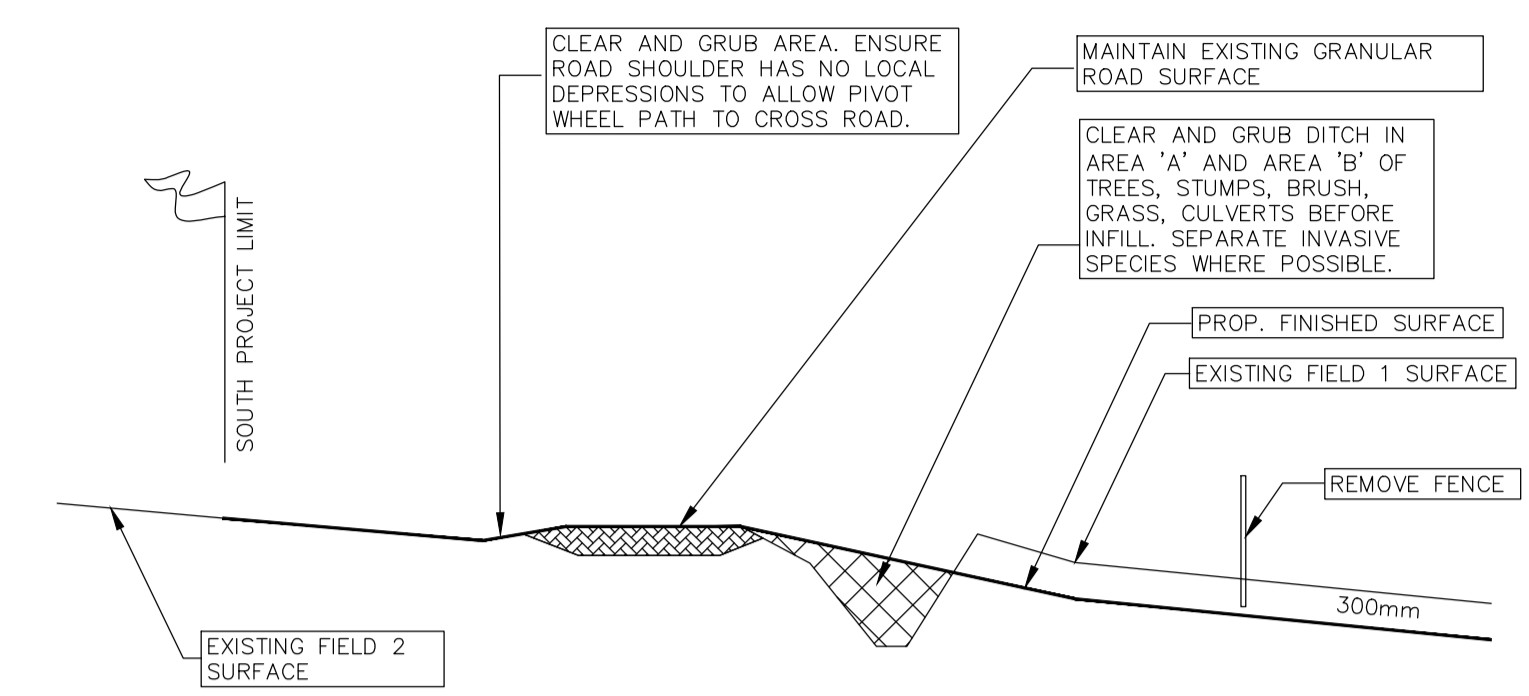
.3 *(Delete paragraph 1.5.3 and replace as follows)*

Remove posts and Wire mesh wild life fence as shown on contract drawings and stockpile posts at northern limit. Wire mesh to be salvaged where possible for reuse. Payment be by lump sum.

END OF SECTION 32 31 13



SURVEY CONTROL		ELEVATION		STATUS	
SPIKE #	NORTHING	EASTING	ELEVATION	STATUS	
60	5547332.889	336713.341	22.126	ACTIVE	
65	5547132.825	336920.310	18.105	ACTIVE	
67	5547258.790	336976.764	16.609	ACTIVE	
69	5547201.458	336600.386	26.269	ACTIVE	
70	5547023.536	336563.329	28.987	ACTIVE	
71	5547029.927	336662.199	28.652	ACTIVE	
72	5546995.384	336822.743	27.840	ACTIVE	

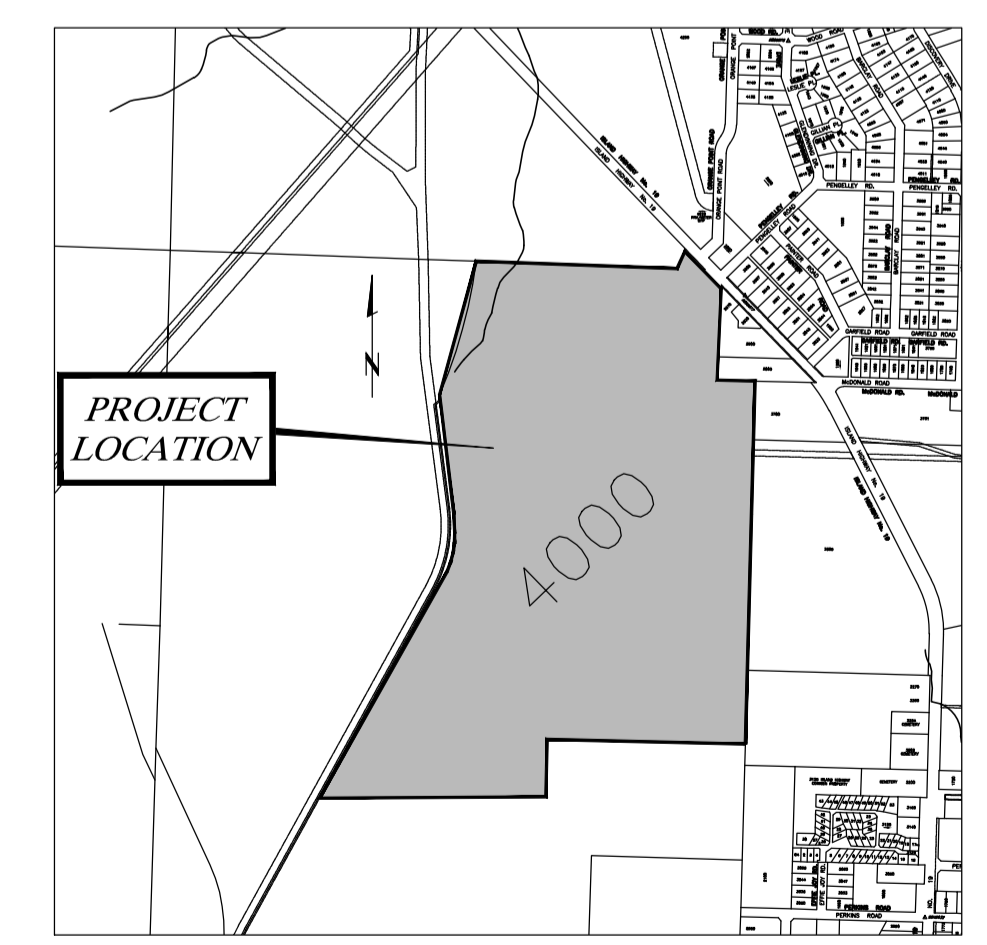


SECTION 'A': TYPICAL DRAINAGE SWALE (PHASE 1)
SCALE: NTS

GENERAL NOTES:

- CITY OF CAMPBELL RIVER TENDER No. 19-15
CITY OF CAMPBELL RIVER FILE No. 18-02
- EXISTING UTILITIES
- LOCATIONS OF EXISTING UTILITIES SHOWN ARE DERIVED FROM FIELD SURVEY, AS CONSTRUCTED DRAWINGS AND THIRD PARTY SOURCES. THIS INFORMATION CANNOT BE GUARANTEED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS, ELEVATIONS, PIPE SIZE AND PIPE TYPE OF ALL UTILITIES AT THE START OF THE CONTRACT AND INFORM THE CONTRACT ADMINISTRATOR OF ANY DISCREPANCY.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE MASTER MUNICIPAL SPECIFICATIONS (MMCD PLATINUM EDITION VOLUME II) AND STANDARD DETAIL DRAWINGS AND CITY OF CAMPBELL RIVER DESIGN STANDARDS (2010), WHERE CONFLICTS EXIST, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
 - THE CONTRACTOR SHALL RESTORE ANY DAMAGE TO EXISTING STRUCTURES OR SURFACE FEATURES TO ORIGINAL CONDITION OR BETTER FOLLOWING CONSTRUCTION WHERE OUTSIDE THE AREA OF DISTURBANCE.
 - TRAFFIC CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTOR SHALL COMPLY WITH THE OCCUPATIONAL HEALTH AND SAFETY REGULATIONS UNDER THE JURISDICTION OF WORKSAFE BC. THE CONTRACTOR IS TO HAVE ON-SITE, A COPY OF THE CURRENT "SO TRAFFIC CONTROL MANUAL FOR WORK ON ROADWAYS" AS PUBLISHED BY THE MINISTRY OF TRANSPORTATION.
 - THE SUPPORT AND PROTECTION OF ALL THIRD PARTY UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION AND PROTECTING UTILITIES TO THE SATISFACTION OF THE RESPECTIVE OWNER. THE COST OF THIS PROTECTION IS CONSIDERED INCIDENTAL TO THE WORKS.

- ACCESS ROADS AND SITE IMPROVEMENTS
- WHERE APPLICABLE, BACKFILL MATERIALS AND REQUIREMENTS TO MMCD 2009 SPECIFICATIONS FOR ROADWAY STANDARDS. BACKFILL OF TRENCH SECTION WITH 100mm MINUS PIT RUN GRAVEL COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY. REPORT UNSUITABLE GROUND CONDITION TO CONTRACT ADMINISTRATOR AND WHERE APPROVED, REMOVE AND REPLACE WITH PIT RUN AS PER ABOVE.
 - TYPICAL ROAD STRUCTURE
GRANULAR BASE = 100mm THICK
GRANULAR SUBBASE = MIN. 230 THICK
- ENVIRONMENTAL PROTECTION AND GENERAL MITIGATION PROCEDURES
- ALL ENVIRONMENTAL PROTECTION AS PER MMCD 01 57 01 OR AS DIRECTED BY QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP).
 - THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DISCHARGES OF DELETERIOUS MATERIALS ANY WATER BODY FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR IS ADVISED TO REFER TO THE LAND DEVELOPMENT GUIDELINES, FISHERIES AND OCEANS CANADA, MINISTRY OF ENVIRONMENT, AND THE CITY OF CAMPBELL RIVER DESIGN STANDARDS.
 - THE CONTRACTOR MUST PREPARE FOR POOR WEATHER CONDITIONS AND HAVE IMPLEMENTED THE NECESSARY MEASURES IN PLACE FOR THE PROTECTION OF THE ENVIRONMENT WHETHER THE CONTRACTOR IS ACTIVELY WORKING OR NOT.
 - THE CONTRACTOR SHALL PREPARE IN ADVANCE, A WRITTEN PROCEDURE FOR PREVENTING SEDIMENT FROM ENTERING ANY WATERCOURSE DURING CONSTRUCTION FOR WRITTEN APPROVAL BY THE CONTRACT ADMINISTRATOR.



KEY PLAN
SCALE: NTS

INFORMATION SHOWN ON THIS DRAWING IS COMPILED FROM NUMEROUS SOURCES AND MAY NOT BE COMPLETE OR ACCURATE. THE CITY OF CAMPBELL RIVER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

ISSUED FOR TENDER

NO.	REVISION	ISSUED FOR TENDER	APP'D BY	DATE	CONST'D BY	DATE	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN	EXISTING	LEGEND	DESIGN
1	ISSUED FOR TENDER	DD	19/04/12															

DESIGNED: DD/LS
SCALE: H:1:1000
v:1:50

DRAWN: DD
DATE: 19/04/11

CHECKED: ???
DATE: Y1/MM/DD

APPROVED: ???
DATE: Y1/MM/DD

City of Campbell River
Capital Works Dept.

TITLE:
NORM WOOD ENVIRONMENTAL CENTER
BIO-SOLIDS SITE MANAGEMENT
PHASE 1 - FIELD 1 REHABILITATION

DRAWING NO.
19-512

PROJECT:
19-15

SHEET 1 OF 4

REV. 1

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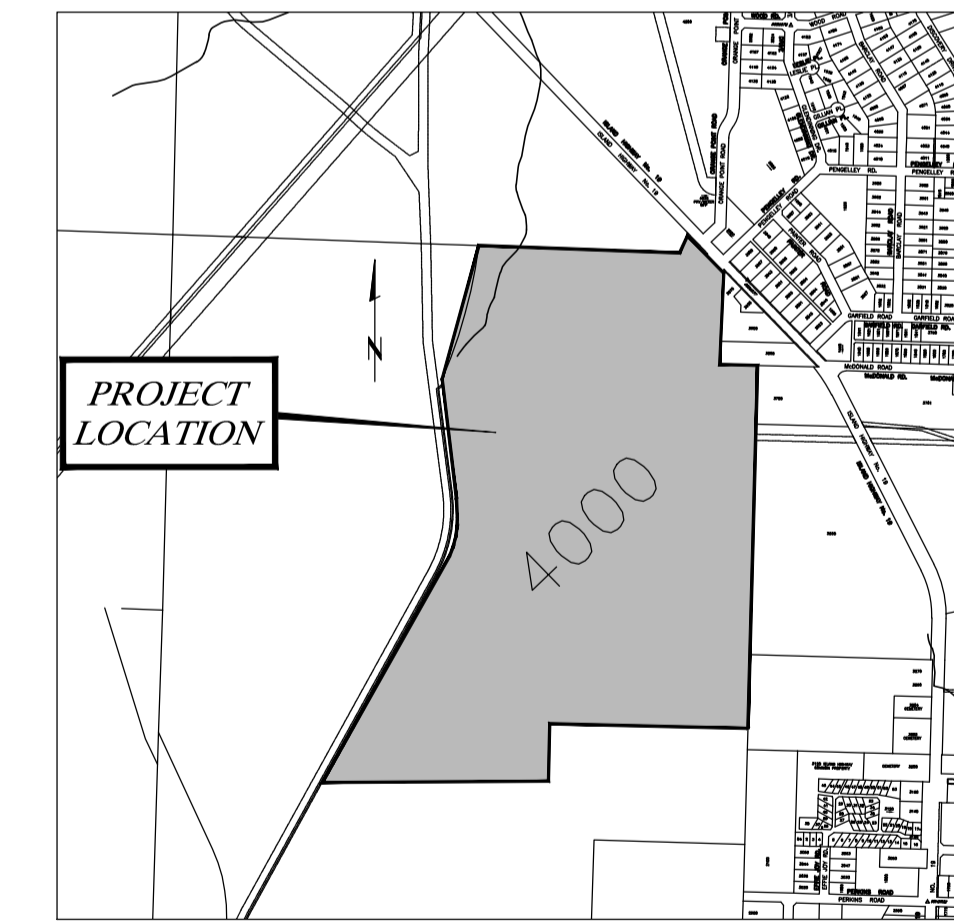
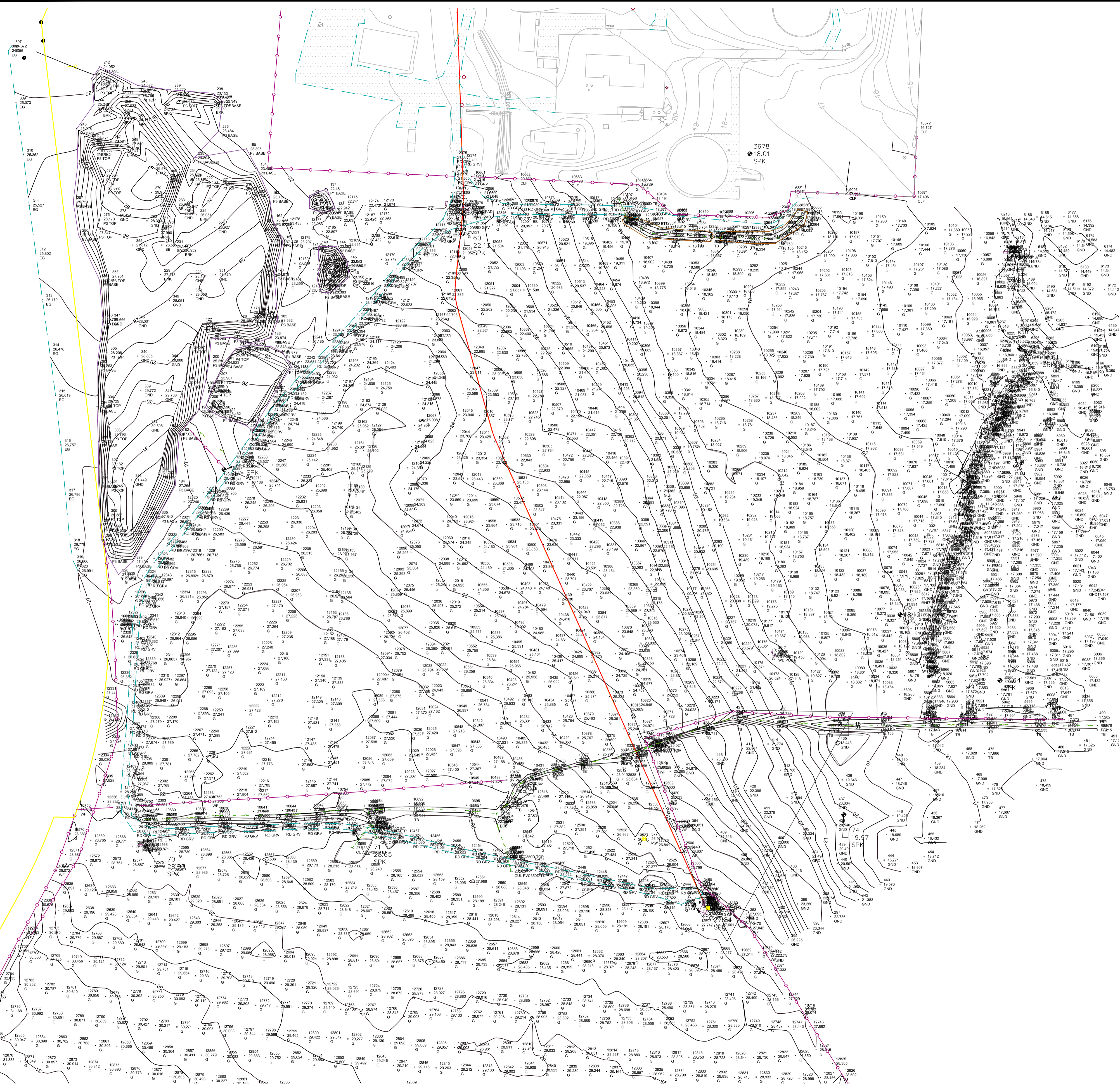
DRAWING PATH: G:\Capital Works\19-02 BioSolidsSiteMgt\01-Design\19-15 WREC BSSM Phase 1.dwg Tab 1 FIELD 1 Apr 17, 2019 9:11:18am

SPIKE #		SURVEY CONTROL		ELEVATION		STATUS	
60	547322.859	NORTHING	336713.541	EASTING	27.126	ACTIVE	
65	547132.825	NORTHING	336920.310	EASTING	18.105	ACTIVE	
67	547258.790	NORTHING	336976.764	EASTING	16.609	ACTIVE	
69	547201.458	NORTHING	336600.386	EASTING	26.269	ACTIVE	
70	547023.329	NORTHING	336563.329	EASTING	28.987	ACTIVE	
71	547029.927	NORTHING	336662.199	EASTING	28.652	ACTIVE	
72	5546995.384	NORTHING	336822.743	EASTING	27.840	ACTIVE	

DATUM NOTES:

ALL ELEVATIONS ARE GEODETIC AND REFERENCED TO GEODETIC CONTROL MARKER 985G073.

CONTOURS ARE AT 0.5m INTERVALS



INFORMATION SHOWN ON THIS DRAWING IS COMPILED FROM NUMEROUS SOURCES AND MAY NOT BE COMPLETE OR ACCURATE. THE CITY OF CAMPBELL RIVER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

ISSUED FOR TENDER

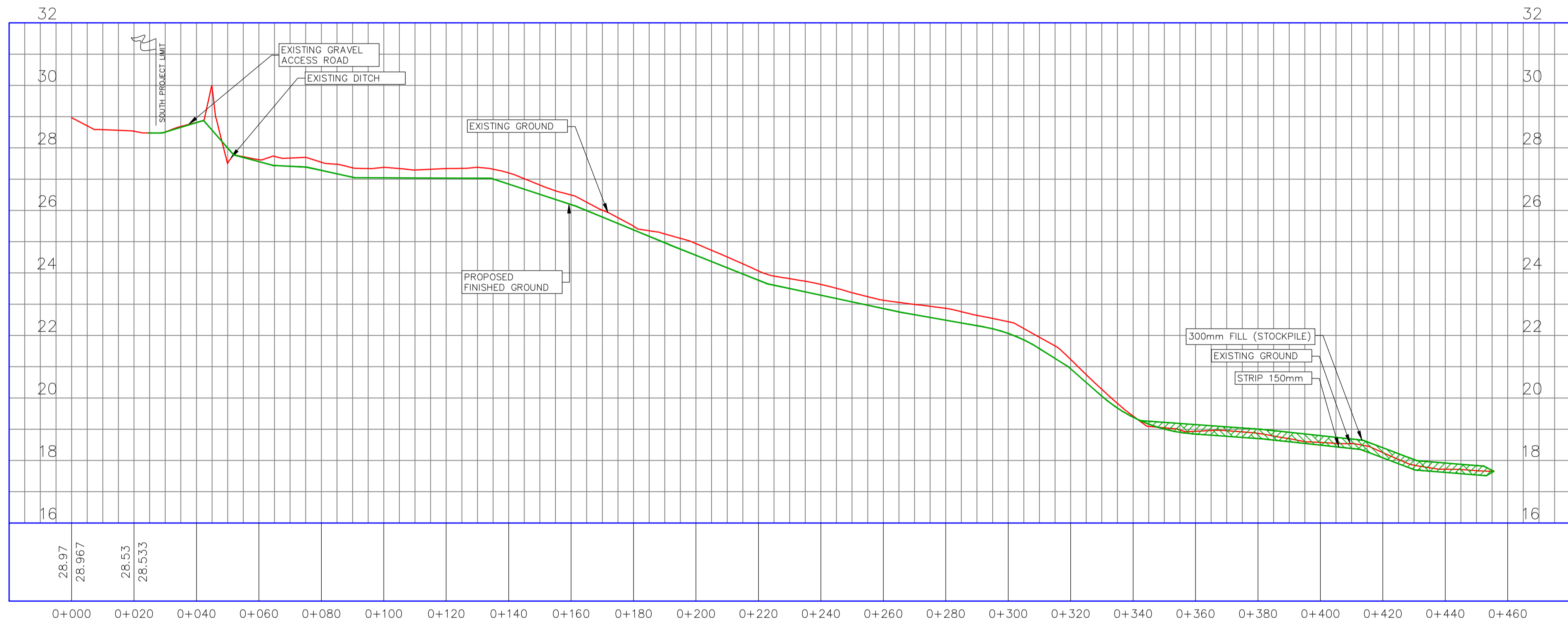
THIS DRAWING IS THE PROPERTY OF THE CITY OF CAMPBELL RIVER. REPRODUCTION BY ANY MEANS WITHOUT THE CONSENT OF THE ENGINEERING SERVICES DEPARTMENT IS PROHIBITED.

<table border="1"> <tr> <td>TEL</td> <td>U/G TELEPHONE</td> <td>TEL</td> <td>S</td> <td>SANITARY SEWER</td> <td>S</td> <td>O.D.</td> <td>OPEN DITCH</td> <td>O.D.</td> <td>DESIGNED:</td> <td>SCALE: H:1:1000</td> </tr> <tr> <td>BCH</td> <td>U/G HYDRO</td> <td>BCH</td> <td>D</td> <td>STORM DRAIN</td> <td>D</td> <td>S.W.H.</td> <td>SAN. SEWER MANHOLE</td> <td>S.W.H.</td> <td>DD/LS</td> <td>v:1:50</td> </tr> <tr> <td>GAS</td> <td>NATURAL GAS</td> <td>GAS</td> <td>W</td> <td>WATER MAIN</td> <td>W</td> <td>TOP INLET</td> <td>CATCH BASIN</td> <td>TOP INLET</td> <td>DATE:</td> <td>19/04/11</td> </tr> <tr> <td></td> <td></td> <td></td> <td>P</td> <td>PAVEMENT</td> <td>P</td> <td>HYD.</td> <td>FIRE HYDRANT</td> <td>HYD.</td> <td>DATE:</td> <td>Y1/MM/DD</td> </tr> <tr> <td></td> <td></td> <td></td> <td>C</td> <td>CURB & GUTTER</td> <td>C</td> <td>W.V.</td> <td>WATER VALVE</td> <td>W.V.</td> <td>DATE:</td> <td>Y1/MM/DD</td> </tr> <tr> <td></td> <td></td> <td></td> <td>S</td> <td>SIDEWALK</td> <td>S</td> <td>U.P.</td> <td>UTILITY POLE</td> <td>U.P.</td> <td>DATE:</td> <td>Y1/MM/DD</td> </tr> </table>	TEL	U/G TELEPHONE	TEL	S	SANITARY SEWER	S	O.D.	OPEN DITCH	O.D.	DESIGNED:	SCALE: H:1:1000	BCH	U/G HYDRO	BCH	D	STORM DRAIN	D	S.W.H.	SAN. SEWER MANHOLE	S.W.H.	DD/LS	v:1:50	GAS	NATURAL GAS	GAS	W	WATER MAIN	W	TOP INLET	CATCH BASIN	TOP INLET	DATE:	19/04/11				P	PAVEMENT	P	HYD.	FIRE HYDRANT	HYD.	DATE:	Y1/MM/DD				C	CURB & GUTTER	C	W.V.	WATER VALVE	W.V.	DATE:	Y1/MM/DD				S	SIDEWALK	S	U.P.	UTILITY POLE	U.P.	DATE:	Y1/MM/DD	<table border="1"> <tr> <td>NO.</td> <td>REVISION</td> <td>APP'D BY</td> <td>DATE</td> <td>CONSD BY</td> <td>DATE</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> <td>EXISTING</td> <td>DESIGN</td> </tr> <tr> <td>1</td> <td>ISSUED FOR TENDER</td> <td>DD</td> <td>19/04/12</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	NO.	REVISION	APP'D BY	DATE	CONSD BY	DATE	EXISTING	DESIGN	EXISTING	DESIGN	EXISTING	DESIGN	EXISTING	DESIGN	EXISTING	DESIGN	EXISTING	DESIGN	EXISTING	DESIGN	1	ISSUED FOR TENDER	DD	19/04/12																		<p>DESIGNED: DD/LS</p> <p>DATE: 19/04/11</p> <p>CHECKED: ???</p> <p>DATE: Y1/MM/DD</p> <p>APPROVED: ???</p> <p>DATE: Y1/MM/DD</p>	<p>SCALE: H:1:1000</p> <p>v:1:50</p>	<p>City of Campbell River Capital Works Dept.</p>	<p>TITLE:</p> <p>NORM WOOD ENVIRONMENTAL CENTER BIO-SOLIDS SITE MANAGEMENT EXISTING SURVEY</p>	<p>DRAWING NO. 19-512</p> <p>PROJECT: 19-15</p> <p>SHEET 2 OF 4</p> <p>REV. 1</p>
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DRAWING PATH: C:\Capital Works\Projects\19-15 NREC BSSM Phase 1.dwg Tab. 2 SURVEY Apr. 15, 2019 11:27:04am



PROFILE #1 : PIVOT WHEEL PATH
SCALE: AS SHOWN



PROFILE #2 : PIVOT WHEEL PATH
SCALE: AS SHOWN

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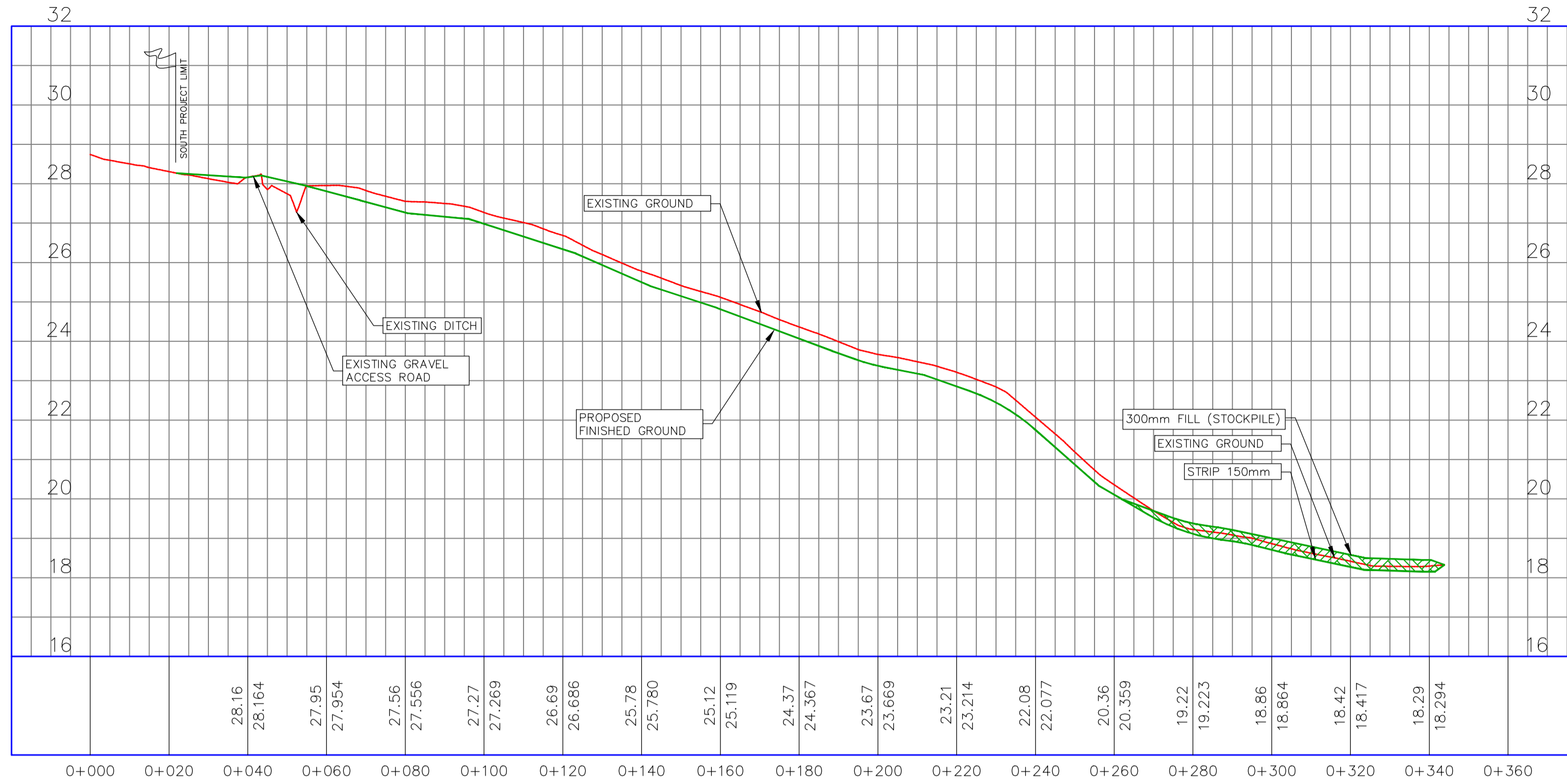
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ISSUED FOR TENDER

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GAS	NATURAL GAS	GAS	W	WATER MAIN	W	SIDE INLET	CATCH BASIN	SIDE INLET	CHECKED: ???	DATE: Y1/MM/DD
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			C	CURB & GUTTER	C	HYD.	WATER VALVE	HYD.		
			SID	SIDEWALK	SID	W.V.	UTILITY POLE	W.V.		
						U.P.		U.P.		



TITLE:	DRAWING NO.
NORM WOOD ENVIRONMENTAL CENTER BIO-SOLIDS SITE MANAGEMENT PIVOT WHEEL PATH-PROFILES	19-512
	PROJECT: 19-15
	SHEET 3 OF 4
	REV. 1



PROFILE #3 : PIVOT WHEEL PATH
SCALE: AS SHOWN

ISSUED FOR TENDER

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1	ISSUED FOR TENDER	DD	19/04/12	
NO.	REVISION	APP'D BY	DATE	CONST'D BY DATE

TEL	U/G TELEPHONE	TEL
BCH	U/G HYDRO	BCH
GAS	NATURAL GAS	GAS

S	SANITARY SEWER	S
D	STORM DRAIN	D
W	WATER MAIN	W
P	PAVEMENT	P
C	CURB & GUTTER	C
SW	SIDEWALK	SW

O.D.	OPEN DITCH	O.D.
S.W.H. D.M.H.	SANITARY SEWER MANHOLE	S.W.H. D.M.H.
SIDE INLET	STORM DRAIN	TOP INLET
HYD.	CATCH BASIN	HYD.
W.V.	FIRE HYDRANT	W.V.
U.P.	WATER VALVE	U.P.
U.P.	UTILITY POLE	U.P.

DESIGNED:	DD	SCALE:	H:1:1000 V:1:100
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CHECKED:	???	DATE:	Y1/MM/DD
APPROVED:	???	DATE:	Y1/MM/DD



TITLE:	NORM WOOD ENVIRONMENTAL CENTER BIO-SOLIDS SITE MANAGEMENT PIVOT WHEEL PATH-PROFILES	DRAWING NO.	19-512
		PROJECT:	19-15
		SHEET	4 OF 4
		REV.	1

DRAWING PATH: G:\Capital Works\Projects\1-Current\1-Design\BiosolidsSiteMgt\01-Design\B-Drawings\19-15 NREC BSSM Phase 1.dwg Tab 4 WHEELPATH PROFILES (2) Apr 17, 2019 9:10:07am



1310 Marwalk Crescent, Campbell River, BC. V9W 5X1
phone: (250) 287-2462 fax: (250) 287-2452
email: info@mainstreambio.ca

Environmental Management Plan Vegetation Clearing at Norm Wood Environmental Center

Project Description

The City of Campbell River proposes to clear approximately 0.85 hectares of mixed coniferous forest within the Norm Wood Environmental Center property at 4000 Island Highway, Campbell River. The 176.7 acre lot is the site of the City's wastewater treatment facility, and is located on the south side of Highway 19 in North Campbell River, within the Agricultural Land Reserve. Clearing is proposed to provide a path for an existing irrigation pivot such that land-spreading of biosolids can occur on the two adjacent fields in the southern portion of the property. Clearing work is planned to occur in March 2019.

A Qualified Environmental Professional (QEP) completed an Environmentally Sensitive Areas assessment of the proposed clearing area on March 1, 2019, results of which are described in this document.

This Environmental Management Plan (EMP) has been prepared specifically for the clearing phase adjacent to the existing irrigation pivot and outlines mitigation, monitoring and post-work reporting requirements. Additional activity-specific environmental protection measures will need to be prepared for future phases of the project, including any drainage modifications and eventual use of the area for land-spreading.

Environmentally Sensitive Areas

MBC personnel completed a desktop review of available information relating to fish and fish habitat, species and ecosystems at risk and significant wildlife features within or adjacent to the assessment area, and completed a field assessment using procedures selected to meet requirements outlined in *Develop with Care*¹. Any drainages or wetlands encountered were investigated to determine their connection to or potential to provide aquatic habitat, and whether special management would be warranted during development planning. Drainages encountered within or adjacent to the survey area were assessed to determine if they qualified as a "stream" under the Riparian Areas Regulation (i.e., contained or had a direct surface connection to freshwater fish habitat). Characteristics including channel condition and habitat qualities were recorded for each feature. No fish sampling was conducted during this assessment. Features were

¹ B.C. Ministry of Environment. 2014. *Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia*. Available: <http://www.env.gov.bc.ca/wld/documents/bmp/devwithcare/>

mapped using a handheld Trimble GeoExplorer GeoXT 6000 Series GPS receiver with TerraSync 5.6 Professional Edition software. The GPS data were corrected post-mission with Pathfinder Office v5.40.

To assess terrestrial habitat, the QEP walked transects along an east-west access approximately every 40 m through the proposed clearing area to evaluate habitat types present and identify sensitive habitat or species. Dominant vegetation types were characterized, and the composition and structure of the forest community were qualitatively assessed to determine habitat suitability for wildlife species known or potentially occurring in the area.

Results

No environmental features were mapped within the proposed clearing area on municipal or provincial resources^{2,3}. Two environmentally sensitive areas (ESAs) were identified during the site assessment. Ditch 2 is a constructed drainage that flows east along the north edge of the proposed clearing area, and Wetland 1 is a swamp wetland east of the proposed clearing. These features were also noted during a previous assessment of the property in 2010⁴.

Ditch 2 flows east between the two existing fields, through a culvert near the irrigation pivot, then continues east along the north boundary of proposed clearing, before turning north and eventually draining to a pond and channelized stream near the northeast corner of the property (Figure 1). Average channel width of Ditch 2 was 1.4 m and average gradient was 4%. The ditch was generally narrow and well-defined, with muddy, vertical banks and substrates consisting entirely of fines. Banks were generally moderately stable, with the exception of a few game trails crossing the channel, where the banks were eroded and the channel widened. Very little cover was available within the ditch, and vegetation along the banks consisted of sedges, sword ferns and salmonberry. Moderate flow was present during the assessment. According to personnel at the wastewater facility, flow is seasonal and Ditch 2 typically remains dry through the summer and early fall. The ditch has a seasonal surface flow connection to downstream fish habitat, but fish access and habitat quality within the ditch are marginal.

Wetland 1 is located approximately 30 m east of the clearing area. Organic soils and standing water up to 15 cm deep were present during the assessment, and hydrophilic vegetation such as slough sedge, Pacific water parsley and skunk cabbage were abundant. This area is part of a large treed swamp extending to the south. Drainage from Wetland 1 entered Ditch 2 via several seepage points downstream from the proposed clearing area.

Terrestrial vegetation within the proposed clearing consisted predominantly of Douglas-fir and western hemlock in the tree layer, with occasional bigleaf maple. Red alder were also present near the northern boundary of the clearing area adjacent to Ditch 2. Diameter at breast height (DBH) of the trees within the clearing area ranged from 10 cm to 130 cm, with the majority falling within the 30 – 40 cm range. A few veteran western hemlock were present near the eastern edge of the proposed clearing.

² B.C. Conservation Data Centre. 2019. BC Species and Ecosystems Explorer. B.C. Ministry of Environment, Victoria B.C. Available: <http://a100.gov.bc.ca/pub/eswp/> (February 28, 2019)

³ B.C. Ministry of Environment. 2017. Habitat Wizard. Available: <http://www.env.gov.bc.ca/fish/fidq/> (March 1, 2019)

⁴ Current Environmental, 2010. Reconnaissance Environmental Inventory – Lot DL 52 – Potential Biosolids Application Site. Campbell River, BC. Prepared for: City of Campbell River.

The forest understorey was fairly open. Species present included red huckleberry, salmonberry, and occasional invasive English holly in the shrub layer, with sword fern and mosses below. Wildlife trees were present at a moderate density distributed throughout the clearing area. Snags of decay class 5 to 7 were observed (dead but still upright), exhibiting small feeding cavities. Deer and elk sign were abundant throughout the area.

Abundant suitable nesting habitat for migratory bird species was present within the assessment area.

Potential environmental impacts relating to the proposed clearing work:

- Impacts to water quality
- Removal of vegetation
- Impacts to fish and / or fish habitat
- Impacts to wildlife (amphibians, nesting birds, etc.)
- Release of waste materials to the environment (spills, etc.)

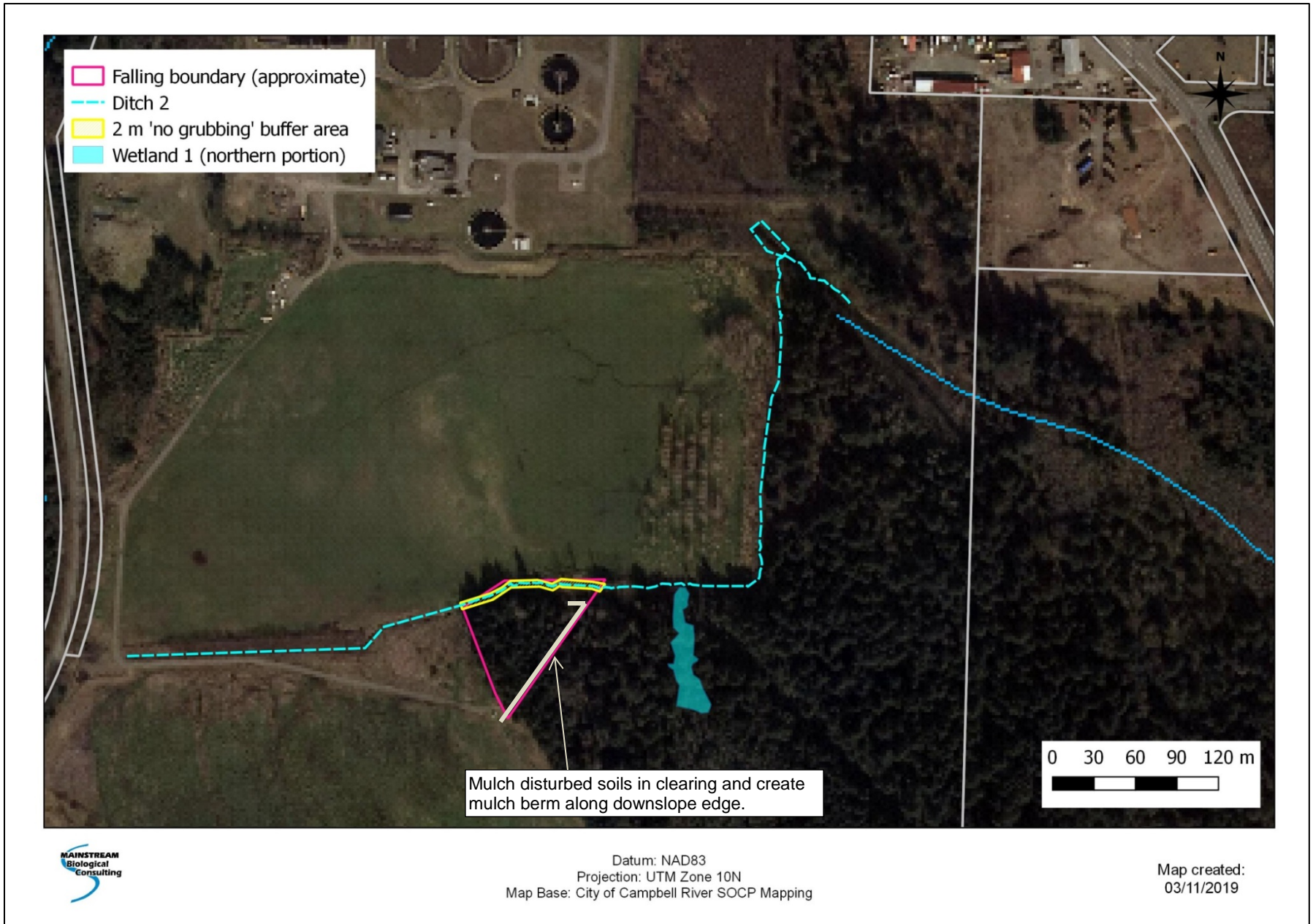


Figure 1. The Site Plan for 4000 Island Highway showing the location of proposed clearing activities, along with relevant setbacks and erosion and sediment control features.

Regulatory Requirements:

The Federal *Fisheries Act* requires that projects avoid causing serious harm to fish unless authorized by the Minister of Fisheries and Oceans Canada. Section 35 of the Act states that “no person shall deposit or permit the deposit of a deleterious substance of any type in water frequented by fish or in any place under any conditions where the deleterious substance or any other deleterious substance that results from the deposit of the deleterious substance may enter any such water”. To protect fish and fish habitat during activities associated with future development in or near waterbodies measures to avoid and mitigate harm as outlined by DFO must be implemented⁵. No DFO review is required for proposed clearing activities, as all work will occur above the high water mark of the channel.

Ditch 2 is a constructed ditch, and as such is not regulated by the provincial *Water Sustainability Act*. Ditch 2 meets the definition of a stream under the *Riparian Areas Regulation*; however, the RAR does not apply to institutional development and an RAR assessment for the purposes of establishing a SPEA has not been completed.

Under the *Migratory Birds Convention Act* (1994) it is unlawful to remove or destroy birds, including their eggs and nestlings during the breeding period as defined by Environment Canada. Section 34 of the *Wildlife Act* also provides protection for breeding birds and states that a person commits an offence if the person possesses takes, injures, molests or destroys:

- a) a bird or its egg,
- b) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl, or
- c) the nest of a bird not referred to in paragraph (b) when the nest is occupied by a bird or its egg.

To meet the requirements of these Acts, falling should occur outside the breeding bird period (i.e., before March 15), if possible. If this is not possible, falling should be scheduled as early as possible in the nesting period, before most species are actively nesting. Between March 15 and August 15 a survey for active nests must be completed by a QEP prior to falling to avoid incidental take.

Environmental Measures:

The proposed work activities must be conducted in such a manner that the potential environmental impacts are fully avoided or mitigated. The following measures are recommended:

- Low-intensity Environmental Monitoring will be required to confirm that the required protection measures are in place and functioning as intended. The EM will review environmental protection measures with the crew prior to any activities.
- The Contractor, project owner (City of Campbell River) and designated EM must maintain communication to ensure that the EM is on site at the appropriate times. This would include, but is not limited to:

⁵ DFO, 2013. Measures to Avoid Causing Harm to Fish and Fish Habitat. <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures/measures-mesures-eng.html>,

- Prior to start of work and during initial clearing to ensure boundaries are clearly identified and environmental protection measures are understood and applied.
 - If wet weather requires the installation of erosion and sediment control measures to prevent sediment mobilization to Ditch 2 or Wetland 1.
 - If accidental encroachment outside the clearing boundary occurs.
 - If vegetation clearing is proposed between March 15 and August 15 to conduct a breeding bird survey prior to any clearing.
 - At the conclusion of clearing and erosion protection activities, prior to site demobilization.
 - During or immediately following an environmental incident such as a spill of hazardous or controlled materials.
- ***The EM must have the authority to modify and / or halt any activity if deemed necessary for the protection of the environment, or to meet regulatory or other agency requirements.***

Protection of Environmentally Sensitive Areas:

- A QEP has inspected the flagged clearing boundaries to ensure that the ESA boundaries have been established at the correct location and clearing is set back at least 15 m from Wetland 1.
- **The location of the flagged boundaries must be made clear to all workers involved to ensure that these boundaries are respected during clearing activities.**
- A QEP has established an approximately 2 m wide buffer along Ditch 2. Shrubs and herbaceous vegetation are to be left intact in this area, and no grubbing is to occur.
- Cross Ditch 2 at the established road crossing and access the work area from the west side to avoid the need to cross the ditch.
- Any clearing of vegetation that represents migratory bird nesting habitat scheduled during the breeding period of March 15 to August 15, must be preceded by a nest survey conducted by a QEP to ensure compliance with the *Migratory Birds Convention Act*.
- Fall trees away from identified ESAs to avoid disturbing soils in or adjacent to the ditch or wet areas.

Prevention and management of spills:

- Vehicles and equipment are to park in designated locations only. Vehicles and equipment must not pass out of the designated work area when on the property.
- All heavy equipment brought to site must be in good working order, clean and leak-free. The EM may ask that equipment not in satisfactory condition be removed from site.
- All equipment must be equipped with a spill kit with contents appropriate for the volume and type of fluids contained within the equipment. Any materials from the

spill kits that are used during the course of the work must be disposed of appropriately and replaced within one working day.

- Fueling must occur at least 30 m away from any drainage.
- In the event of a spill to ground or water, the contractor is responsible for responding to contain and / or clean-up the spill if it is deemed safe to do so. Once the crew has determined that they can work safely, the responders should follow the following steps:
 1. Stop the spill (clamp hose, upright container, block hole etc).
 2. When warranted, define the spill area to prevent workers from walking / driving through the released material and spreading to other areas.
 3. Contain the spilled material (berms, pads, ditches etc).
 4. Clean-up the spill if possible. If the spill is significant, a professional spill response contractor may be required.
 5. Report the spill to the Environmental Monitor. The EM will then report the spill to the City of Campbell River project representative and other appropriate agencies (when required).

Hazardous Waste Management:

- Hazardous waste is not expected within the project area but if encountered the crew must adhere to all applicable legislation with respect to the handling, transportation, and / or disposal of all materials related to this project. These regulations may include the B.C. Hazardous Waste Regulations, Spill Reporting Regulations, WorkSafeBC Regulations, Transportation of Dangerous Goods Regulations, and Controlled Products Regulations, etc.
- Hazardous waste must be stored in appropriate containers, and secured during handling and transportation. Hazardous materials are to be taken to a suitable disposal facility. Documentation confirming receipt of the hazardous and contaminated materials by the disposal facility must be provided to the EM or client.

Other Waste Management:

- When possible chip vegetation debris (non-merchantable timber or other woody material) to use as mulch or retain intact debris to spread as ground cover for erosion control on site.
- Non-regulated contaminated waste is to be stored in separate, labeled containers and disposed of appropriately. Proof of disposal will be required. This includes used spill clean-up materials, contaminated soils etc.
- Waste must either be removed from site daily, or stored in secure containers to prevent dispersion of the wastes after hours (due to weather / vandalism / wildlife).
- The contractor is to maintain a tidy work area at all times. Domestic waste (lunch garbage, smoking materials etc.) is to be kept in a container or bag at all times.

Erosion, sediment and drainage control:

- The contractor / crew must conduct work in such a manner that the generation of sediment laden water is minimized.
- Utilize drainage, erosion and sediment control measures to prevent the introduction of sediment into freshwater drainages.
- Cross Ditch 2 at the established road crossing and access the work area from the west side to avoid the need to cross the ditch.
- Do not yard logs through Ditch 2.
- Tree roots and shrub and herbaceous vegetation within 2 m of Ditch 2 are to be left intact. This 2 m buffer zone has been marked using a combination of white and pink polka dot flagging.
- Following clearing and grubbing activity, exposed soils must be protected against erosion using a layer of wood chips or other mulch material. A berm of chipped material must be established along the downslope/ east edge of the cleared area.
- The EM will monitor water quality (turbidity) to confirm the effectiveness of erosion and sediment control measures during and after work. If at any time downstream water quality exceeds 25 NTU, work will be slowed or stopped by the EM or additional measures to protect water quality will be prescribed.
- The EM may request additional measures for erosion and sediment control, such as sediment fencing or mulching if conditions warrant it to prevent erosion and / or the movement of sediment towards the environmentally sensitive areas associated with the property.

Reporting:

- The EM will provide informal updates on site conditions following site inspections by email to the City of Campbell River representative and Contractor.
- Upon completion of the clearing and grubbing activities, an Environmental Monitoring report is to be prepared to document the protection measures utilized and provide a summary of the EM observations.

Document prepared by: Jess Newman, RPBio

Signature:



Date: March 11, 2019

Project and Emergency Contacts

Contact	Name	Phone Number
Contractor	TBD	
Project Owner Representative	David Dougherty, ASCT City of Campbell River	250-286-5772
Environmental Monitor	Mainstream Biological Consulting	250-287-2462 250-203-3516 (Monica)
Emergency Management BC Spill Reporting Hotline		1-800-663-3456
DFO Spill Reporting Line		604-666-3500

Environmental Management Plan Review:

Date:

Contractor Representative:

(Print name) _____ (Sign name) _____

City of Campbell River Representative:

(Print name) _____ (Sign name) _____

Environmental Monitor:

(Print name) _____ (Sign name) _____