TOWN OF **QUALICUM BEACH**

Request for Quotations

for

Eaglecrest Golf Course Reconfiguration

Issued: **December 19, 2025**

Submission Deadline**: January 16, 2026 at 2:00:00PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

The Town of Qualicum Beach (the "Town") is an ocean-side community noted for its clean green character, vibrant uptown, rich public amenities, relationship to nature, and healthy growth

This Request for Quotations (the "RFQ") is an invitation by the Town of Qualicum Beach to perspective respondents to submit quotations for Eaglecrest Golf Course Reconfiguration, as further described in Section A of the RFQ Particulars (Appendix A) (the "Deliverables").

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Town. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the "respondent". The respondent will be responsible for the performance of the Deliverables.

1.2 Contract for Deliverables

1.2.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix B) (the "Agreement").

1.2.2 Term of Contract

The term of the agreement will be in effect until completion of the Deliverables.

1.3 RFQ Timetable

1.3.1 Key Dates

Issue Date of RFQ	December 19, 2025
Mandatory Meeting	January 8, 2026
Deadline for Questions	January 9, 2026
Deadline for Issuing Addenda	January 12, 2026
Submission Deadline	January 19, 2026, 2:00 PM local time

The RFQ timetable is tentative only and may be changed by the Town at any time.

1.4 Submission Instructions

1.4.1 Submission of Quotations

Quotations, signed and enclosed in a sealed opaque envelope clearly marked “RFQ Eaglecrest Golf Course Reconfiguration” must be submitted to:

Town of Qualicum Beach
#201-660 Primrose Street
PO Box 130
Qualicum Beach, BC V9K 1S7
ATTN: Heather Svensen, Director of Corporate Services

(a) Ensure that the RFQ name, company name, and return address is labelled on the outside envelope. The proponent is solely responsible for ensuring that the submission is received before closing time.

(b) Submissions must include two printed copies and one electronic copy.

(c) Staff can be reached in person at Town Hall or via telephone Monday to Friday, between 9:00 am and 4:00 pm, excluding statutory holidays.

(d) All RFQ related inquiries must be submitted in writing to:

Heather Svensen, Director of Corporate Services, email: hsvensen@qualicumbeach.com

1.4.2 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the Submission Deadline.

1.4.3 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Town will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix A).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

The Town will review the quotation to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix A) have been met. If a quotation fails to satisfy all of the mandatory technical requirements, the Town will issue the respondent a rectification notice identifying the deficiencies and providing the respondent with an opportunity to rectify the deficiencies within a set time period. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements.

2.3.2 Non-Price Rated Criteria

The Town will evaluate each qualified quotation on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFQ Particulars (Appendix A).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section G of the RFQ Particulars (Appendix A). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the Town may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the Town may reject the quotation. The Town may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for

Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. The top-ranked respondent(s) may be invited to attend an interview to gain clarification on their quotation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent with the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix A), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's quotation, but not attached, will not be considered to form part of its quotation.

3.1.4 Past Performance

In the evaluation process, the Town may consider the respondent's past performance or conduct on previous contracts with the Town or other institutions.

3.1.5 Information in RFQ Only an Estimate

The Town and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Mandatory Onsite Meeting

A mandatory on-site information meeting will be held on **Thursday, January 8, 2026, at 10:00 a.m.** Pacific Time at Eaglecrest Golf Course, Qualicum Beach, BC (Clubhouse entrance).

Each Proponent must have at least one authorized representative attend in person and sign the attendance register by 10:00 a.m., or their Submission will be rejected. The Town will maintain the official attendance record, and no proxies, virtual attendance, or alternative visits are permitted unless authorized by written Addendum. Questions may be asked at the meeting, but only responses provided by written Addendum will be binding. The Town may change or reschedule the meeting by Addendum, and attendance will remain mandatory.

3.3 Communication after Issuance of RFQ

3.3.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and should direct questions or seek additional information in writing the project contact. No such communications are to be sent or initiated through any other means. The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system**. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Town is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.**

3.3.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Town.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify, Clarify, and Supplement

When evaluating quotations, the Town may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. The Town may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.4 Debriefing and Procedure

3.4.1 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within thirty (30) days of such notification. The RFQ Contact will contact the respondent's representative

to schedule the debriefing. Debriefings are typically conducted by telephone or virtual meeting at the Town's discretion.

3.4.2 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

(a) a clear statement as to which procurement the respondent wishes to challenge;

(b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and

(c) the respondent's contact details, including name, telephone number, and email address.

The Town will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the Town will provide the respondent with a formal response.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:

(i) having or having access to confidential information of the Town in the preparation of its quotation that is not available to other respondents;

(ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;

(iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;

(iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or

(v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

(ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.5.2 Disqualification for Conflict of Interest

The Town may disqualify a respondent for any conduct, situation, or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Town may be precluded from participating in the RFQ process in instances where the Town has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.5.3 Disqualification for Prohibited Conduct

The Town may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Town determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.5.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.5.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.5.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected respondent(s).

3.5.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Town; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.5.8 Supplier Suspension

The Town may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to the following:

(a) illegal or unethical conduct as described above;

(b) the refusal of the supplier to honour its submitted pricing or other commitments;

(c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Town's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or

(d) any conduct, situation, or circumstance determined by the Town, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Town will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Town in making its final decision.

3.6 Confidential Information

3.6.1 Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFQ either before or after the issuance of this RFQ:

(a) is the sole property of the Town and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;

(c) must not be disclosed without prior written authorization from the Town; and

(d) must be returned by the respondent to the Town immediately upon the request of the Town.

3.6.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.7 Procurement Process Non-Binding

3.7.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

(a) this RFQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the respondent nor the Town will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

3.7.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Town and may result in an invitation by the Town to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Town by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services

3.7.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Town to enter into an agreement for the Deliverables.

3.7.4 Cancellation

The Town may cancel or amend the RFQ process without liability at any time.

3.7.5 Acceptance and Negotiation

As it is the purpose of the Town to obtain the quotation most suitable and most advantageous to the interests of the Town, and notwithstanding anything else contained within the RFQ

Documents, the Town reserves the right, in its sole and unfettered discretion, to reject or accept any quotation, including the right to reject all quotations. The Town also reserves the right to accept a quotation other than the lowest quotation without stating reasons. By the act of submitting its quotation, the respondent waives any right to contest, in any legal proceeding or action, the right to the Town to award the Work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate.

In addition to any other rights contained herein, the Town may, in its sole and unfettered discretion, enter into discussions or negotiations in respect of the Work with one or more respondents at any time, which discussions may or may not result in the final agreement entered into between the Town and the Contractor being substantially different from the terms and conditions of the RFQ Documents. Notwithstanding any negotiations that may take place between Town and any respondent after the Closing Time, each quotation shall not lapse and shall be valid for sixty (60) days from the Closing Time, unamended by any such negotiations. If a respondent is unsuccessful, it agrees that by submitting a quotation it will not have a claim for breach of procedural fairness where the terms of the Contract are materially altered from those set out in the RFQ Documents.

The Town's selection of the successful respondent and issuance of Notice of Acceptance will be based on which respondent has provided a quotation on terms which the Town determines, in its sole and unfettered discretion, to be most beneficial or most advantageous to the Town based on any criteria that may be employed by the Town from time to time. The lowest or any quotation will not necessarily be accepted. After the selection of a Respondent, the Town has, in its sole and unfettered discretion, the right to negotiate with that Respondent and, as part of that negotiation, to negotiate changes, amendments, or modifications to the quotation as submitted, without offering other respondents the opportunity to amend their quotations. The Town shall incur no liability to any Respondent as a result of these discussions, negotiations, or modifications. By submitting its quotation, each respondent waives its right to contest in any action, application, case or legal proceeding (in any court) the decision of the Town to conduct any negotiation or the decision by the Town of which respondent has submitted the most advantageous quotation. Both the Town and the respondent expressly agree and acknowledge that all statements made by either side in the course of any negotiation are without prejudice and strictly confidential.

3.8 Social Procurement

The Town will evaluate submissions in alignment with Policy No. 6000-3 (Social Procurement). In addition to price and technical merit, the evaluation may consider a proponent’s demonstrated social value commitments and outcomes consistent with the Town’s triple bottom line approach, such as workforce practices, community benefit initiatives, and alignment with Town strategic objectives.

3.9 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law

governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the province of British Colombia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – RFQ PARTICULARS

A. THE DELIVERABLES

The Town is seeking quotations from qualified contractors to complete Eaglecrest Golf Course Reconfiguration.

A1. Purpose

Deliver the course modifications to improve golfer and neighbour safety, course playability, and operational resilience while respecting Eaglecrest's existing character and reusing existing corridors wherever feasible to minimize import/export and speed recovery. Works include: re-establishing Hole 3 as a par 3 with bunker adjustments; constructing a new Hole 8 (long-term par 4 with an interim par 3 operation, if required for safety); reshaping Hole 9; adding new tee complexes on Holes 5, 7, 8, and 9; irrigation modifications to suit the new and re-established holes; and an aluminum bridge connecting Hole 4 to the Hole 5 tees. Edge-of-course safety enhancements (hedging, fencing, tree planting, and targeted tree removals) will reduce risk to adjacent residences and players while shaping preferred lines of play

A2. Scope of Work

The scope of work is identified in Appendix H Special Provisions.

B. MATERIAL DISCLOSURES

B1. Prime Contractor

The Contractor is the "prime contractor" as defined by Worksafe B.C. Industrial Health and Safety Regulations.

B2. Location of Work and Hours of Operation

All work related to this project is to be conducted at Eaglecrest Golf Course. Construction activities are permitted only between 7:00 a.m. and 8:00 p.m. from Monday to Saturday and between 9:00 a.m. and 6:00 p.m. on Sunday. No work is permitted outside these hours without prior written approval from the Town. Proponents and Contractors must comply with all applicable municipal noise bylaws and any additional restrictions imposed by the Town.

B3. Project Schedule

Town of Qualicum Beach anticipates the project start up to be in early February with project conclusion by May 30, 2026.

B4. Project Team

Project team members identified are to remain on the project until completion. Any changes in project team members will be subject to Town of Qualicum Beach's approval, and the Contractor shall ensure such changes do not negatively impact the quality of the deliverables or project timelines.

C. MANDATORY SUBMISSION REQUIREMENTS

Other than inserting the information requested on the mandatory submission forms set out in the

RFQ, a respondent may not make any changes to any of the forms. Respondents submitting responses that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

C1. Submission Form (Appendix C)

Respondents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements.

C2. Contractor Questionnaire Form (Appendix D)

Respondents should refer to the instructions attached to the solicitation for the Appendix D – Contractor Questionnaire Form requirements and provide all required information in accordance with the instructions provided in the RFQ.

C3. Pricing Form (Appendix E)

Each quotation must include pricing information that complies with the instructions set out below in Section G of this Appendix A. Respondents are to complete Appendix E – Pricing Form and include it in their submission.

C4. Other Mandatory Submission Requirements

C4.1 Consent of Surety

Each quotation must be accompanied by a Consent of Surety. The signed and sealed Consent of Surety must be issued by a licensed company, firm or agency authorized to transact business of a Surety in the Province of British Colombia for the amount set out in Section E3 – Security.

D. MANDATORY TECHNICAL REQUIREMENTS

Not applicable.

E. PRE-CONDITIONS OF AWARD

E1. WorkSafeBC Clearance Letter

A current WorkSafeBC Clearance Letter confirming registration and good standing must be included with the Proposal as a mandatory submission requirement. Failure to provide this letter will render the Proposal non-compliant and ineligible for award. The successful Proponent must maintain good standing throughout the contract term and provide updated letters upon request.

E.2. Proof of Insurability

The successful respondent will be required to provide a Certificate of Insurance with the following coverage and stipulations:

Respondent shall provide proof of insurability from a licensed insurer in accordance with the minimum requirements and limits set out below. If the respondent does not have such coverage in place, the respondent will be required to obtain it within 10 days upon receiving notice of the intent to award.

Commercial General Liability Insurance covering the legal liability of the Contractor providing at least

$5,000,000.00 coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Consultant agrees to reimburse the Town for any and all damage(s) to Town's property caused by the Contractor, or its permitted subcontractors, in performing the work. The Contractor shall provide the Town with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage.

Where any automobile is used for the performance of the work for the Town in this Contract, Contractor will provide Automobile liability insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the Work, and providing at least $5,000,000.00 coverage, each occurrence, for injury, death, or property damage resulting from each accident; and Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than $2,000,000.00 inclusive, per occurrence.

Certificates of Insurance, naming Town of Qualicum Beach and the Consultant as an "additional insured", with respect to Commercial General Liability Insurance shall be supplied to the Town evidencing that the above insurance is in force, and the Insurer will endeavor to provide the Town with 30 days' written notice prior to any cancellation to the policies.

E3. Security

The Contractor will be required to furnish security in a form satisfactory to the Town as follows:

(a) A surety bond in the amount of 50% of the Contract / Quotation price as a guarantee for the due performance of the Contract, and

(b) A surety bond in the amount of 50% of the Contract / Quotation price, as a guarantee for the payment in full of all claims for labor and for material used or reasonably required for use in the performance of the Contract.

E4. Bid Bond

The RFQ must be accompanied by a Bid Bond in the format provided in an amount not less than ten percent (10%) of the Tender Price. The Bid Bond must be issued by a surety company licensed to conduct business in the province or territory wherein the work is located and shall be valid for a period of sixty (60) days following the Tender closing date.

The Bid Bonds submitted by unsuccessful respondent will be returned to them as soon as the successful respondent has delivered to the Town a fully executed Performance Bond for the Work or the period for which tenders are irrevocable has elapsed, whichever shall first happen.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Each RFQ will be evaluated on the basis of the criteria listed below and the Town will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting RFQ, the respondent acknowledges and agrees that the Town has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

Non-Price Rated Criteria Category	Point / Score Scale	Minimum Score Threshold	Weighting	Maximum Available Points
i. Corporate Alignment to Scope and References	1, 5, 10	5	Score X 1	10
ii. Project Team & Proposed Contract Representative	1, 5, 10	5	Score X 1	10
iii. Project Understanding	1, 5, 10	5	Score X 1	20
iv. Risk Identification and Outline of Risk Mitigation Strategies	1, 5, 10	5	Score X 1	5
v. Safety Program	1, 5, 10	5	Score X 1	5
Pricing	N/A	N/A	N/A	50
Total Points				**100**

Points shall be awarded on a scoring scale of 1, 5, or 10. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

SCORING SCALE

10	Significantly exceeds expectations outlined below with a very high probability of success. Respondent provides information in addition to the requested rated criteria or provides a detailed explanation to support statements.
5	Meets expectations outlined below, may include minor weakness or deficiencies, but respondent has a good probability of success.
1	Does not meet expectations outlined below. Lack of response or complete misunderstanding of the requirements, missing large portions of submission, low to no probability of success based on information provided.

Suggested Quotation Content for Non-Price Criteria

i. Corporate Alignment to Scope and References

This criterion will be evaluated as follows:

(a) Corporate alignment providing similar Deliverables to those described in this RFQ

i. Confirmation of field of expertise and how the business aligns with the scope of work identified in this RFQ;
ii. Supporting information confirming the overall scope and order of magnitude of work, and that the work is within the business's ability to deliver is provided;

(b) Detailed information about the corporate structure as detailed in Appendix D;

(c) Three references, preferably within the last 5 years and within the public sector, for services provided similar to those requested in this RFQ.

ii. Project Team & Proposed Contract Representative

This criterion will be evaluated as follows:

(a) Identification and allocation of the respondent resources or subcontractors who will be involved in providing the Deliverables;

(b) Defined roles and responsibilities of the proposed respondent resources;

(c) Education and expertise of the individual proposed project team members including resumes that highlight experience relevant to the Deliverables described in this RFQ;

(d) Identification of past project experience and successes providing similar services as a team; and

(e) Respondent has clearly identified the primary Contract representative for the project. This is the liaison between Town of Qualicum Beach, the Consultant, and the Contractor. The person is well connected to persons within their own organization, has demonstrated experience managing projects of similar size/scale, and has a number of years of experience for the proposed work. The person has the ability and authority to make key contractual decisions on behalf of the organization. The person identified has a high degree of industry knowledge. The schedule presented confirms their primary Contract representative will be on-site for key decisions and action items and will be available for setting direction in adverse environments. This person is the problem solver for projects that are at risk of not going well and is the person capable for providing guidance and assistance to stay on track. This is a team leader with strong project management aptitude and a proven track record of completing projects within scope, on time and within budget.

iii. Project Understanding

This criterion will be evaluated as follows:

(a) Demonstrated understanding of the project through a work plan to carry out the Scope of Work and provide the Deliverables including, but not limited to:

i. Tasks, milestones and schedule that aligns with the timelines identified in the RFQ;

ii. Sequencing of tasks and project Deliverables, preferably in the form of a Gantt chart, with costs identified for each element to aid in the Town's understanding of effort.

iii. All tasks being completed in-house (by the Prime Contractor) are identified as are the tasks being completed by supporting resources (by sub-contractors).

iv. Risk Identification and Outline of Risk Mitigation Strategies

(a) Demonstrated understanding of project specific risks, key issues, or challenges that may arise during the project;

(b) Plan for mitigating risks to avoid impact to the success of the project;

(c) Plan for managing scope, maintaining project cost control and avoiding cost overruns; and

(d) Communications plan for project including updates and safety elements.

v. Safety Program

(a) Respondent has provided cursory review and identification of the safety risks associated with carrying out this project and has demonstrated their ability to conform with all identified safety requirements. Information has been provided to confirm they have the required safety training and valid safety certifications to ensure the health and safety of workers and the public during the project.

(b) Respondent must provide a copy of its current Occupational Health & Safety Program document. These documents, and any others requested outline a strong commitment to safe operations and the Respondents vision of safety aligns with Town of Qualicum Beach's corporate values. Information submitted as part of the Contractor Questionnaire Form (Appendix D) is to be referenced for scoring in this category.

(c) Respondents are to provide a summary of safe work practices within their organization, and how they will be applied to the project. Respondents should also outline mitigation strategies to eliminate or reduce incidents on site.

G. PRICE EVALUATION METHOD

Pricing is worth 50 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

(Lowest price ÷ respondent's price) x weighting = respondent's pricing points

Instructions on How to Provide Pricing

(a) Respondents should submit their pricing information as part of the RFQ submission package.

(b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.

(c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

(d) All costs should be included in a detailed project cost breakdown that aligns with milestones / tasks and submitted with the respondent's response.

Required Pricing Information

Pricing Form can be found in Appendix E.

APPENDIX B - CONTRACT AGREEMENT

Contract Agreement

THIS SECTION SHALL BE FILLED OUT BY THE SUCCESSFUL CONTRACTOR

THIS Agreement (the “Contract”) made and concluded in duplicate as of this _____ day of _____ 20__, by and between Town of Qualicum Beach in the said Province of British Colombia (hereinafter called "the Town") of the first part and

(hereinafter called "the Contractor") of the second part.

For all purposes of or incidental to the Contract, the Contractor's physical and postal address shall be deemed to be:

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the Town, hereinafter contained and the prices hereinafter mentioned, the Contractor, their executors, administrators and assigns, covenants and agrees with the Town to do, furnish and perform the Work, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following Work or Works, namely:

Contract No. xxxxx for Eaglecrest Golf Course Reconfiguration in strict accordance with the plans and specifications of said Work hereto attached, and to commence the work on or after and to deliver the same over, complete and fully finished in every particular to the Town on or before **June 30, 2026.**

It is mutually agreed that the attached RFQ and bond of the Contractor, together with the plans, general conditions, specifications and any supplementary conditions, special provisions herein designated and referred to are hereby made and shall be considered part of this Contract the same as if herein fully set forth.

The Contractor has furnished the following security for the due fulfillment of the Contract in accordance with the provisions concerning Security in Appendix A, Section E of the RFQ:

The Contractor has furnished, and the Town accepts a Performance Bond as follows:

and a Labour and Material Payment Bond as follows:

The attached RFQ and securities of the Contractor, together with the plans, general conditions, specifications and any supplementary conditions, special provisions herein

designated and referred to are hereby made and shall be considered part of this Contract the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the Work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the Town that all just claims for labour and materials and for damages in connection with the Work have been paid, the Town covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of Work done and materials in place at the prices and amounts stipulated in the Contractor's attached RFQ.as follows:

The Contract Price, which excludes Goods and Service Tax is:

_____ /100 dollars _____ $

The Goods and Service Tax of 5% payable to the Contractor by the Town are:

_____ /100 dollars _____ $

The total payable to the Contractor by the Town for the completion of the Work is:

_____ /100 dollars _____ $

These amounts are subject to adjustments as provided in the Contract Documents, noting that unit rates as provided in the Pricing Table are fixed and firm for the term of the Contract.

All amounts are in Canadian funds.

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

CONTRACTOR:

(Name of Company)

_____	_____	_____
Authorizing Signature	Print Name/Title	Date

TOWN:

TOWN OF QUALICUM BEACH

_____	_____	_____
Authorizing Signature	Print Name/Title	Date

APPENDIX C – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the RFQ.

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the respondent unless and until the Town and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the Town prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

(a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:

  (i) prices;

  (ii) methods, factors, or formulas used to calculate prices;

  (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;

  (iv) the intention or decision to submit, or not to submit, a quotation; or

  (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

(b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

_____

_____

_____

_____

_____

_____

7. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ❑ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

_____

_____

_____

9. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Town to the advisers retained by the Town to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

_____
Signature of Respondent Representative

_____
Name of Respondent Representative

_____
Title of Respondent Representative

_____
Date

I have the authority to bind the respondent.

APPENDIX D – CONTRACTOR QUESTIONNAIRE FORM

Information provided in the Contractor Questionnaire form is directly applicable to the Non-Price Criteria. Respondents should review this area carefully and complete the submission with consideration of the suggested Quotation content provided within Appendix A **–** RFQ Particulars, Section F, items i. through v.

As a reference, the areas for Non-Price-Related Evaluation are as follows:

i. Corporate Alignment to Scope and References
ii. Project Team & Proposed Contract Representative
iii. Project Understanding
iv. Risk Identification and Outline of Risk Mitigation Strategies
v. Safety Program

Respondents should focus their responses on the criteria outlined and ensure there is quality information available for evaluation and scoring.

i. Corporate Alignment to Scope and References

1. Registered Name

Provide the registered name of the respondent

_____

2. Company Overview

Please provide a brief description of the respondent company and a description of knowledge, field of expertise, and how the business aligns with the scope of work identified in this RFQ. The respondent should also provide details confirming the overall scope and order of magnitude of the work, and that the work is within the business's ability to deliver.

Attach additional sheets if required.

3. Date and Location Company Established

Provide the date and location company established

Date:	
Location:	

4. Parent Company

Provide the following information for the respondent's parent company

Name:	
Address:	
Phone Number:	
Fax Number:	
Website Address:	
Subsidiaries:	

5. Parent Company Relationship

Provide details of the authoritative and fiscal relationship between the respondent company, the parent company and affiliated companies:

Is the parent company willing to provide a letter of guarantee of financial responsibility for any work awarded to the respondent?

Yes ☐ No ☐

6. Ownership

Check whether respondent's company is publicly or privately owned

Publicly owned ☐ Privately owned ☐

7. Type of Company

Check the appropriate type of company

Proprietorship	☐	Limited Company	☐
Partnership	☐	Corporation	☐
Other	☐		

8. Goods and Services Tax (GST) Registration Number

Provide company's GST registration number

GST Registration Number	

9. Core Businesses

If applicable, list the other core businesses that the respondent is involved in, in descending priority. Attach additional sheets as required

Other Core Business	No. of Years in the Business

10. Years of Experience

State the number of years' experience providing similar services to work outlined in this RFQ.

Years of Experience _____

11. Relevant Experience and References

List three (3) relevant projects that demonstrate the respondent's experience, preferably within the last five years and within public sector. Projects should be similar in size, scope, and value. Relevant Experience provided should include the proposed personnel. Attach additional sheets as required.

Project Reference One			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Representative for the Consulting Consultant:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			

Contract Dollar Value:	
Date and Length of Project:	
Provide the names of Key Personnel and Subcontractors:	

Project Reference Two			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Representative for the Consulting Consultant:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Subcontractors:			

Project Reference Three			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Representative for the Consulting Consultant:		Phone No.	
		Email Address:	
Project Location:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Project:			
Provide the names of Key Personnel and Subcontractors:			

ii. Project Team & Proposed Contract Representative

12. Key Personnel

Identify all key personnel and their proposed position for this project. Include the Primary Contract Representative for the Project and additional supporting personnel such as Site Superintendents, Site Managers, Safety Officer, or persons in key leadership roles, etc.

Title / Position Description for Opportunity	Name	Years with Company
*		

** Identify who the Primary Contact is for the project. This person will be responsible for key discussions and negotiations throughout the duration of the Work and be the primary connection for any project changes, adjustments, amendments, etc.*

13. Resumes, Education and Past Project Experience

For the individuals listed above, please provide:

- Resumes with relevant work experience
- Education and expertise of the individual proposed project team members including resumes that highlight experience relevant to the Deliverables described in this RFQ;
- Identification of past project experience and successes providing similar services as a team; and

Attached ☐

14. Primary Contact Representative with Details and Suitability for the Role in this Opportunity:

This is the liaison between Town of Qualicum Beach, the Consultant, and the Contractor. The person is well connected to persons within their own organization, has demonstrated experience managing projects of similar size/scale, and has a number of years of experience for the proposed work. The person has the ability and authority to make key contractual decisions on behalf of the organization. The person identified has a high degree of industry knowledge. The schedule presented confirms their primary Contract representative will be on-site for key decisions and

action items and will be available for setting direction in adverse environments. This person is the problem solver for projects that are at risk of not going well and is the person capable for providing guidance and assistance to stay on track. This is a team leader with strong project management aptitude and a proven track record of completing projects within scope, on time and within budget.

15. Subcontractors

If the Respondent is utilizing a list of subcontractors, provide a breakdown of roles and responsibilities to be assigned to subcontractors. Include previous experience with identified subcontractors.

Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	
Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	

(Repeat above for each identified subcontractor)

iii. Project Understanding

16. Demonstrated Understanding of Deliverables

Respondents must outline their understanding of the project through a work plan to carry out the Scope of Work and provide the Deliverables including the following at a minimum:

- Tasks, milestones and schedule that aligns with the timelines identified in the RFQ;
- Sequencing of tasks and project Deliverables, preferably in the form of a Gantt chart, with costs identified for each element to aid in the Town's understanding of effort.
- All tasks being completed in-house (by the Prime Contractor) are identified as are the tasks being completed by supporting resources (by sub-contractors).

Attached ☐

iv. Risk Identification and Outline of Risk Mitigation Strategies

17. Risk Identification and Mitigation

Respondents must provide a Risk Identification table outlining project specific risks, key issues, or challenges that may arise during the project. Potential Risk mitigation options should be included to provide confidence that the project can be completed as proposed.

As a consideration, a Risk Identification table can highlight the level of risk (exposure) vs the level of impact (severity), provide a scoring as such and then rank the identified risks in highest to lowest. Greater effort with respect to risk mitigation is anticipated for the higher rated risk items.

Description of Risk	Level of Risk (Exposure)	Level of Impact (Severity)	Mitigation Strategy

18. Plan for Managing Project

Respondents should outline their plan for managing scope, maintaining project cost control and avoiding cost overruns

19. Communications Plan

Respondents should outline their Communications plan for project including updates and safety elements.

v. Safety Program

20. Safety Documents

Respondents should provide all documents related to safety including, but not limited to:

- ❑ Safety Policy
- ❑ Occupational Health & Safety Program document
- ❑ Safe Work Practices or key safety considerations for specialized or specific activities

- ❑ Safety Certifications for Key Personnel, if applicable.

21. Safe Work Practices

Respondents are to provide a summary of safe work practices within their organization, and how they will be applied to the project. Respondents should also outline mitigation strategies to eliminate or reduce incidents on site.

APPENDIX E – PRICING FORM

1. Instructions on How to Complete Pricing Form

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately. Rates quoted by the respondent shall be all-inclusive and shall include all labour, equipment, and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Town, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law. Pricing will be evaluated on the total price provided.

2. Pricing Table

Item	Description	Estimated Quantity	Unit Price	Total
1	Construction of 12 new golf tees (Holes 5, 6, 7, 8; min/max teeing base 70–110 sq m)	lump sum	$_____	$_____
2	Green construction and renovation – Hole 3 (renovate and prep existing green for sod)	lump sum	$_____	$_____
3	Green construction – Hole 8 (new 1000 m² par 3 green, USGA spec, prep for sod)	lump sum	$_____	$_____
4	Sandtrap construction – Hole 3 (reshape, drainage, sand to 2 traps; infill front left trap, prep for sod)	lump sum	$_____	$_____
5	Sandtrap construction – Hole 7A (renovate and re-establish right side fairway bunker incl. drainage and sand)	lump sum	$_____	$_____
6	Sandtrap construction – Hole 7B (re-shape and enlarge front left green bunker incl. drainage and sand)	lump sum	$_____	$_____
7	Sandtrap construction – Hole 8A (construct fairway bunker incl. drainage and sand)	lump sum	$_____	$_____
8	Sandtrap construction – Hole 8B (construct 3 bunker complexes around new 8th green incl. drainage and sand)	lump sum	$_____	$_____
9	Fairway reconstruction – Hole 7 (reshape and align teeing area to tie into existing fairway; prep for seed or sod)	lump sum	$_____	$_____
10	Fairway reconstruction – Hole 8 (reshape and align new fairway for temporary par 3 / future par 4; prep for seed or sod)	lump sum	$_____	$_____
11	Fairway reconstruction – Hole 9 (reshape and align new fairway out to 200 m to tie into existing fairway; prep for seed or sod)	lump sum	$_____	$_____

Item	Description	Estimated Quantity	Unit Price	Total
12	Overseeding – all holes (except holes being seeded or sodded)	lump sum	$_____	$_____
13	Seeding – tees (Holes 3, 5, 7, 8, 9 – 4 tees where noted)	lump sum	$_____	$_____
14	Sodding – tees (Holes 3, 5, 7, 8, 9 – 4 tees where noted)	lump sum	$_____	$_____
15	Seeding – fairways (Holes 7, 8, 9)	lump sum	$_____	$_____
16	Sodding – fairways (Holes 7, 8, 9)	lump sum	$_____	$_____
17	Seeding – greens and surrounds (Holes 3, 8)	lump sum	$_____	$_____
18	Sodding – greens and surrounds (Holes 3, 8)	lump sum	$_____	$_____
19	Pumphouse – rebuild pump and motor, upgrade controls/panel as required	lump sum	$_____	$_____
20	Pumphouse – secure control for supplying water from other source	lump sum	$_____	$_____
21	Pumphouse – bury high-voltage lines crossing course to pumphouse	lump sum	$_____	$_____
22	Irrigation control – upgrade master control system	lump sum	$_____	$_____
23	Irrigation control – upgrade head control system	lump sum	$_____	$_____
24	New irrigation – Hole 3 green site area and removed sprinkler areas	lump sum	$_____	$_____
25	New irrigation – Hole 5 teeing areas, fairway and green surrounds	lump sum	$_____	$_____
26	New irrigation – Hole 7 teeing area to fairway tie-in	lump sum	$_____	$_____
27	New irrigation – Hole 8 teeing area to fairway tie-in	lump sum	$_____	$_____
28	New irrigation – Hole 9 teeing area to green and to fairway tie-in	lump sum	$_____	$_____
29	Sprinkler heads – replacement/retrofit of existing hydraulic heads	lump sum	$_____	$_____

Item	Description	Estimated Quantity	Unit Price	Total
30	Fairway drainage – Hole 4 (40 m)	40m	$_____	$_____
31	Fairway drainage – Hole 5 (right side of fairway, 140 m)	140m	$_____	$_____
32	Fairway drainage – Hole 8 (behind new green tying into Hole 5 drainage, 140 m)	140m	$_____	$_____
33	Fairway drainage – Hole 9 (right side fairway to pond, 200 m)	200m	$_____	$_____
34	Bridge installation – aluminum bridge between Holes 4 and 5 incl. golf-ball protection	lump sum	$_____	$_____
35	Cart paths – Hole 4 left side of green (crushed stone)	lump sum	$_____	$_____
36	Cart paths – Hole 5 from teeing areas to green (crushed stone)	lump sum	$_____	$_____
37	Cart paths – Hole 7 from cart path tie-in on 6 past 7 tees (crushed stone)	lump sum	$_____	$_____
38	Cart paths – Hole 8 from new tees on 9 to right bunker on 8 green (crushed stone; approx. 340 m × 3 m)	340m	$_____	$_____
39	Clearing and grubbing – Hole 7 tee area	lump sum	$_____	$_____
40	Clearing and grubbing – Hole 8 tee area	lump sum	$_____	$_____
41	Tree removal – Hole 7 front of tee	lump sum	$_____	$_____
42	Tree removal – Hole 9 (7 trees removed)	7	$_____	$_____
43	Tree planting – Hole 7 (4 trees)	4	$_____	$_____
44	Tree planting – Hole 8 (16 trees)	16	$_____	$_____
45	Tree planting – Hole 9 (4 trees)	4	$_____	$_____
46	Hedging – Hole 7, 1 hedge left side of tee	1	$_____	$_____
47	Hedging – Hole 8, left side of tee and between tee and 7 green (2 hedges)	2	$_____	$_____
48	Hedging – Hole 9, hedges on left and right side (2 hedges)	2	$_____	$_____
49	Pond expansion toward 9th green for water retention and fill for green, tee and fairway construction	lump sum	$_____	$_____

Item	Description	Estimated Quantity	Unit Price	Total
		Sub-Total		**$_____**
		G.S.T. 5%		**$_____**
		Total		**$_____**

APPENDIX G – GENERAL SPECIFICATIONS

1. DEFINITION OF TERMS

“CONTRACT DOCUMENTS" or "CONTRACT" Shall mean the entire agreement between the Owner and Contractor and shall include all those documents set out in the Table of Contents to the Contract including, without limitation, the Contract Agreement, the General Conditions, Specifications and Drawings, Tendered Documents as well as any Addenda incorporated therein.

"CONTRACTOR" Shall mean the Contractor named in the Contract.

"CONSULTANT" Shall mean the representative, acting on behalf of the Town of Qualicum Beach.

"EQUIPMENT" or "PLANT" Shall mean anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.

"HEREIN" and "HEREOF", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to anyone (1) paragraph alone, unless the context specifically requires it.

"INSPECTOR" Shall mean a person or company authorized by the Consultant or by the Owner to inspect the Work or any part of it.

"MATERIAL" OR "MATERIALS" Shall, unless otherwise specified, mean anything and everything other than persons or the Contractor's equipment which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the completed Works.

"PERSON" Shall mean a person as defined in the Interpretation Act (British Columbia).

"SUBCONTRACTOR" Shall mean any person, firm, or corporation having a contract with the Contractor for the execution of a part or parts of the Work included in this Contract, and a person, firm, or corporation furnishing material called for in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnishes material not so worked.

"SUPPLY" or "PROVIDE" Shall mean supply and pay for or provide and pay for.

"WORK" or "WORKS" Shall, unless the context otherwise requires, mean the whole of the Work, equipment, materials, labour, matters, and things required to be done, furnished, and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT

The intent of the Contract is that the Contractor shall provide all materials, supervision, labour, equipment, and all else necessary for or incidental to the proper execution of the Work unless specifically noted otherwise. The Contractor shall do everything shown on the drawings and/or described in the specifications and all other things necessary to complete the Work.

3. DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, a maximum of six (6) copies of drawings and specifications for the execution of the Work shall be furnished to the Contractor without charge. Additional instructions may be issued by the Consultant during the progress of the Work by means of drawings or otherwise for clarification of the drawings and specifications, or as may be necessary to explain or illustrate changes in the Work to be done. One (1) complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Consultant at all times.

4. DOCUMENT CONFLICT

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto will take precedence and govern in the following order:

1. Contract Agreement
3. General specification
4. Specifications
5. Drawings
6. Executed RFQ Form
8. RFQ
9. All other Documents

Figured dimensions on a drawing take precedence over measurements scaled from the drawing, and large-scale drawings take precedence over those of smaller scale. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product will govern. In case of conflict in materials and methods, the specifications govern.

The drawings and specifications complement each other and anything called for by one will be as binding as if called for by both.

5. DISCREPANCIES

Any discrepancies found between the drawings and specifications or any errors or omissions in the drawings or specifications shall immediately be reported to the Consultant, who shall promptly correct such error or omission in writing. Any Work done after discovery of such discrepancies, errors, or omissions shall be done at the Contractor's risk.

6. SHOP DRAWINGS

The Contractor shall furnish to the Consultant, at proper times, all shop drawings including diagrams, illustrations, schedules, performance charts, brochures, and other data necessary to clarify the Work intended or to show its relation to adjacent Work or other trades. The Contractor shall provide such additional drawings and shall make any changes or additions to such drawings or diagrams which the Consultant may require consistent with the Contract and will submit sufficient copies of the revised prints for review, all but three (3) of which shall be returned to the Contractor following review.

Prior to submission to the Consultant the Contractor shall review all shop drawings. By this submission the Contractor represents that he has determined and verified all field

measurements, field construction criteria, materials, catalogue numbers, and similar data and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

The Contractor shall submit shop drawings to the Consultant for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of other contractors. If either the Contractor or the Consultant so requests, they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a reproducible transparency or prints as the Consultant may direct. At the time of submissions, the Contractor shall notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

The Consultant will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Consultant's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been specifically approved in writing by the Consultant.

The Contractor shall make any changes in shop drawings which the Consultant may require consistent with the Contract Documents and resubmit unless otherwise directed by the Consultant. When resubmitting, the Contractor shall notify the Consultant in writing of any revisions other than those requested by the Consultant.

7. LOCATION OF THE WORKS

Where location dimensions for the Works are not shown on the drawings, the locations are intended as being approximate.

Unless otherwise specified, the Consultant will set out two (2) base lines adjacent to the Work, together with an elevation bench mark. The Contractor shall perform all detailed layout and shall be responsible for all necessary detailed layout dimension and elevations measured from the Consultant's base lines and bench mark.

The Contractor shall provide reasonable and necessary opportunities and facilities to enable the Consultant to complete his surveys. He shall not proceed until he has made timely demands upon the Consultant for, and has received from him, such points and instructions as may be necessary for the Work to progress.

The Contractor shall carefully preserve bench marks, reference points, and stakes. In case of willful or careless destruction or disturbance of such markers, he shall be charged with the expense of replacing them and shall be responsible for any mistakes that may be caused by their destruction, loss, or disturbance.

8. CONTRACTOR’S INVESTIGATION OF CONDITIONS AFFECTING THE WORK

The Contractor shall, by personal inspection, examination, calculations or tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of his methods of procedure. No verbal agreement or conversation with the Consultant or any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

9. CONSULTANT'S STATUS

The Consultant will be the Owner's representative during the construction period and will observe Work in progress on behalf of the Owner. He will have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing. The Consultant will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If, at any time, the Consultant is of the opinion that there exists a danger to life or to property, he may order the Contractor to stop Work or to take such remedial measures as he considers necessary. The Contractor shall obey such orders immediately. Neither the giving or carrying out of such orders shall thereby entitle the Contractor to any extra payment.

The Consultant is the sole interpreter of the Contract and the sole judge of its performance. The Contractor shall obey, perform, and comply with the Consultant's orders or instructions with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Consultant. However, if the Contractor is of the opinion that the Consultant's orders and instructions are not authorized under the provisions of the Contract or involve a change for which a change order should be issued as described in Article 39, he shall so notify the Consultant in writing before proceeding to carry them out and, in any event, within ten (10) days of the receipt of such orders or instructions. If the Contractor does not so notify the Consultant within the time so limited, he shall not claim at any time thereafter that the orders or instructions were not authorized or should have been subject to a change order. Nevertheless, the giving of such notice to the Consultant shall not relieve the Contractor of his obligations to carry out and obey the Consultant's orders and instructions.

The Consultant may delegate to other persons such of the powers of the Consultant as the Consultant deems appropriate.

The Consultant or the Owner may appoint any person to be an Inspector. Such Inspector shall have the authority of the Consultant to reject materials, procedures, workmanship, or all or part of the Work as not complying with the provisions of the Contract and to order the Contractor to stop Work until the materials, procedures, workmanship, or the Works comply with the Contract.

10. INSPECTION OF WORK

The Contractor shall allow the Consultant and/or Owner or their duly appointed Inspector access and provide adequate facilities for access to any part of the Works at all times. If the specification, Consultant's instructions, laws, regulations, bylaws, or any public authority requires any of the Work to be specially tested or approved, the Contractor shall give the Consultant advance notice of his preparedness for such inspection, and if the inspection is by an authority other than the Consultant, of the date fixed for such inspection. The Consultant will inspect the Work promptly and without causing unreasonable delay to the Contractor. Extra payment will not be made to the Contractor for delay occasioned by any inspection, and extension of completion time will not be allowed for delay resulting therefrom.

On request by the Consultant, the Contractor shall open for inspection any part of the Work that has been covered up. If the Contractor refuses to comply with such request, the Owner may employ other persons to uncover the Work. If the Work is found to be in accordance with the Contract requirements then the cost of uncovering and recovering the Work shall be borne by the Owner. If any of the Work was covered by the Contractor in contravention of the

Consultant's instructions, or if the uncovered Work is found not to be in accordance with the Contract requirements, then the cost of uncovering and recovering the Work shall be charged to the Contractor.

The acceptance, or the lack of comment on the part of the Consultant, of methods of construction employed by the Contractor shall not relieve the Contractor of his responsibility for any errors therein, and shall not be regarded as an acceptance of responsibility for any part of the Work done by the Contractor.

11. SUPERVISION AND LABOUR

The Contractor shall keep on the project at all times during its progress a competent superintendent who is approved by the Consultant, which approval may be withdrawn at any time. The superintendent shall represent the Contractor in his absence and directions given to him shall be held to be given to the Contractor. The superintendent shall give efficient and effective supervision to the Work until its completion. The nominated Superintendent shall remain on the project throughout its duration, and may not be withdrawn without written approval from the Consultant.

When competent personnel are available locally they shall, whenever possible, be employed by the Contractor.

12. LANDS BY OWNER

The Owner will provide the lands upon which the Work is to be performed. Where the Work is to be performed on lands owned by others, the Owner will obtain the necessary easements or rights-of-way. Delay in providing these lands, or in obtaining easements or rights-of-way which, in the opinion of the Consultant, delays the Work or results in extra cost to the Contractor, will be deemed proper cause for adjustment in the time of completion and adjustment of the Contract amount to cover the extra cost to the Contractor.

13. LANDS BY CONTRACTOR

Any lands other than those which are to be provided by the Owner and which may be required by the Contractor for temporary facilities, storage purposes, or access to the project site shall be obtained by the Contractor at no cost to the Owner.

14. PRIVATE LAND

It shall be the Contractor's responsibility to ascertain the boundaries within which the Work must be confined. The Contractor shall not enter upon lands other than those provided by the Owner for any purpose without obtaining prior written permission of the land owners and occupiers. The Contractor shall not enter upon lands owned by others on which the Owner has easements or rights-of-way without having received the written authorization of the Owner for such entry. It shall be the Contractor's responsibility to ascertain from the Owner the conditions on which easements or rights-of-way have been granted on private lands and to abide by these conditions throughout the course of construction.

15. ASSIGNMENT OF CONTRACT

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any

portions thereof, or his right, title, or interest therein, or his obligations thereunder without written consent of the other party, except for an assignment to a bank of the payments to be received hereunder.

16. SUSPENSION OF WORK BY OWNER

The Owner may at any time suspend the Work, or any portion thereof, provided he gives the Contractor five (5) days written notice of suspension. The Contractor shall resume Work upon written notice of the Owner within ten (10) days after the date set forth in such notice, or in a subsequent notice to resume Work. The Owner will reimburse the Contractor for costs and expenses incurred by the Contractor necessitated by such suspension of Work or portion thereof, but the Contractor shall not recover from the Owner payment for any loss of profits or damages.

17. OWNER'S TERMINATION OF THE CONTRACTOR'S RIGHTS

17.1 The Owner will have the right to terminate the Contractor's right to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Owner giving notice thereof.

If at any time the Consultant is of the opinion and so states in writing to the Owner that the Contractor:

1. has failed to commence the Work or to recommence Work after a suspension within the time specified in the contract documents;
2. has failed or is failing to furnish or to maintain a detailed project schedule and plan of operation as required by Article 38 hereof;

3. has failed or is failing to use diligence or has failed to comply with the instructions of the Consultant to expedite his Work or is otherwise failing to make such progress with the Work as is necessary to ensure the completion of the Work or any part thereof in the time specified in the contract documents;
4. has failed or is failing to supply enough competent workers, management, supervision, materials, or suitable equipment; or
5. has become in any way unable to carry on the Work or any part thereof;

the Owner may give notice in writing to the Contractor of such opinions and requiring that such default or defaults be remedied forthwith. If, within ten (10) days of such notice, such default or defaults are not remedied to the satisfaction of the Consultant, the Owner may terminate the Contractor's right to perform further the Work under the Contract. Such termination shall be effective immediately.

17.2 Upon such termination, the Owner may take all the Work out of the Contractor's hands and employ such means as it may see fit to complete the Work. In such cases:

1. The Contractor shall have no claim for any further payment in respect of any of the Work performed, but shall be liable for all damages and expenses which may be suffered by the Owner by reason of such default or delay, or the noncompletion by the Contractor of the Work;
2. No objection or claim shall be raised or made by the Contractor by reason of or on account of the ultimate cost of the Work so taken over for any reason proving greater than, in the opinion of the Contractor, it should have been;

3. All materials and all rights, proprietary or otherwise, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed, or provided by the Contractor for the purposes of the Work under the provisions of this Contract will become or remain and be the property of the Owner for all purposes incidental to the completion of the Work and may be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the Work as they might therefore have been used, exercised, and enjoyed by the Contractor; and
4. The Owner may forthwith enter into possession of all the Contractor's equipment on the site of the Work and may use the same in any way it sees fit in order to complete the Work without the Owner being in any way liable for damage or any other cost in connection with such use by the Owner. Upon completion of the Work, such equipment may be returned to the Contractor or may be sold by the Owner and the net proceeds of such sale credited to the Contractor's account.
   If the Contractor's right to perform the Work is terminated in accordance with the provisions of this Article, the Contractor shall not be entitled to receive any further payment until the Work is completed.

17.3 Upon completion of the Work the Consultant shall determine:

1. the amount which would have been due to the Contractor under the Contract if all of the Work had been performed by him;
2. the costs and expense borne by the Owner in completing the Work and damages for delay in completion, if any.

The Contractor shall be entitled to receive the balance of the contract price less such costs and expense, or if such costs and expense exceed such price the Contractor shall pay the amount of such excess to the Owner on demand.

The Owner shall have the option, under the provisions of this Article, to be exercised in its absolute discretion, to terminate the right for the Contractor to perform any part or parts of the Work and permit the Contractor to continue to perform the rest of the Work. All the provisions of this Article shall apply to such part or parts of the Work with such modifications as the circumstances may require.

18. CONTRACTOR'S TERMINATION OF THE CONTRACT

The Contractor shall have the right to terminate the Contract for any of the following reasons:

1. In the event of an Order of any Court or other public authority, other than the Owner, causing the Work to be stopped or suspended, and when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, his agents, or servants.

2. In the event the Owner fails to pay, except as provided in the Contract Documents, any sum certified by the Consultant within twenty (20) days from the due date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

In either event, the Contractor will receive from the Owner payment for all of the Work performed and losses sustained in respect of any materials. For termination under clause 1. above, the Owner will not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension, but under clause 2. above, the Contractor will be paid for loss of profits, damages and expenses directly attributable to the

Owner's breach of its covenant to pay. Such termination shall be effective upon the Contractor giving notice thereof.

The amount due to the Contractor for Work performed and losses sustained shall be determined by the Consultant and certified by him to the Contractor and to the Owner.

19. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

If any of the Work of the Contractor as specified in the Contract and shown on the drawings depends upon the Work of any other contractor, the Contractor shall inspect and measure the Work in place and determine whether anything in such Work renders it unsuitable for proper execution of the Work of the Contractor. The Contractor shall promptly report the results of such inspection and measurement to the Consultant if anything in such Work renders it unsuitable for proper execution of the Work of the Contractor. The Contractor's failure to inspect and report promptly shall constitute an acceptance of the other contractor's Work and he shall have no claim against the Owner by reason of anything in such Work rendering the same unsuitable for proper execution of the Work of the Contractor.

20. SUBCONTRACTS

The subcontractors named in the Tender Form, and others as may be approved by the Consultant following execution of the Contract Agreement, shall not be changed nor shall additional subcontractors be employed except with the written approval of the Consultant. The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by himself. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor to the terms of the Contract Documents.

All subcontracts in relation to the Work shall contain the following provisions:

1. The certificate of the Consultant in respect of completion of the Work by the Subcontractor shall be binding on the Contractor and the Subcontractor.

2. The certificate of the Consultant as to the subcontract price shall be binding on the Contractor and the Subcontractor.

3. An acknowledgment by the Subcontractor that payment of the appropriate sum by the Owner shall be made to the Contractor.

21. ORAL AGREEMENTS

No oral instruction, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a waiver or modification thereof in writing and agreed to by the

parties to the Contract.

22. NON-WAIVER

Any failure by the Owner or the Consultant at any time, or from time-to-time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the Owner or the Consultant at any time to avail itself or himself of such remedies as it or he may have for any breach or breaches of such terms or conditions.

No provision in the Contract which imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor will restrict the general or other responsibilities or liabilities of the Contractor in any way.

23. MATERIALS BY CONTRACTOR

The Contractor shall supply all materials unless it is expressly specified to the contrary. Materials used in the Work shall meet the requirements of the specifications, or where not detailed in the specifications, shall be to the Consultant's satisfaction. Unless otherwise specified, all materials shall be new.

Unless otherwise specified, the Contractor shall provide all water, light, power, heating and equipment necessary for the execution of the Work.

Schedules of piping, fittings, reinforcing, or other materials indicating quantity and/or dimension, which are shown on the drawings or in the applicable sections of the specifications, are intended only to assist the Contractor in his quantity takeoff. Quantities and dimensions shown therein are not guaranteed to be accurate and shall be checked by the Contractor prior to placing an order of such materials.

No variations between the quantities shown on the schedules and those actually installed shall give rise to any claim by the Contractor or to any right for additional payment in a lump sum price contract or to a variation in unit price in a unit price contract.

All materials provided by the Contractor in order to complete the Work shall vest in and become the property of the Owner as soon as the same are delivered to the site of the Works, but shall remain in the custody and at the risk of the Contractor.

24. MATERIALS BY OWNER

The Owner will provide only such materials as are specifically listed as being supplied by the Owner.

25. MATERIALS STORAGE

The Contractor, at his own expense, shall store all materials provided for the Work either by himself or the Owner until they have been incorporated into the completed Works. Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work, and shall be so protected from vandalism and theft. Stored materials shall be located so as to facilitate prompt inspection. Faulty materials shall not be stored on the site, and any material in

storage found to be faulty shall promptly be removed from the site by the Contractor.

26. REJECTED WORK AND MATERIALS

All materials which do not conform to the requirements of the Contract Documents, are not approved by the Consultant, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, will be rejected. Any defective Work, whatever the cause thereof, and without limiting the generality of the foregoing, whether the result of poor workmanship or use of defective materials, shall be removed within ten (10) days after written notice is given by the Consultant, and the Work shall be re-executed by the Contractor. The fact that the Consultant may have previously overlooked such defective Work shall not constitute an acceptance.

The removal of Work and the re-execution thereof shall be at the expense of the Contractor, and he shall pay the cost of replacing the Work which shall include materials of other contractors destroyed or damaged by the removal of the rejected Work or materials and the subsequent replacement with acceptable Work. The Contractor shall also reimburse the Owner for any additional Consultanting, inspection, testing or other contractor's costs incurred in respect of rejected Work or materials, whether such Work or materials are replaced or not or are accepted at a lower price.

If, in the opinion of the Consultant, it is not expedient to re-execute defective Work, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Consultant.

27. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after ten (10) days written notice to the Contractor, or without notice if an emergency or danger to the Work or public exists, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies. The cost of Work performed by the Owner in correcting deficiencies shall be paid by the Contractor.

28. SKILL AND CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any supervisor or worker employed by the Contractor or subcontractor who, in the opinion of the Consultant, does not perform his or her work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Consultant, be removed from the site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the Consultant.

29. GUARANTEE PERIOD

Neither the Notice of Acceptance nor a Notice or Partial Acceptance nor payment by the Owner shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The Contractor guarantees to maintain the Work against any defects arising from faulty installation, faulty materials supplied under the Contract or faulty workmanship which may appear within one (1) year of the date of the Notice of Acceptance. If a Notice of Partial Acceptance has been issued, the guarantee period shall begin from the date of such Notice except for that part of the Work still to be performed and the defects and deficiencies still to be corrected which are listed on such Notice. Faulty materials shall be replaced and defects discovered and failures which

occur during the guarantee period shall be rectified to the satisfaction of the Consultant and in accordance with the Contract Documents, including, if deemed necessary by the Consultant, replacement or rectification of all or a portion of the Work. The same guarantee as is herein provided and for the same period shall attach to such replacement materials or rectified Work and the period shall begin on the date the Consultant accepts such replacement material or rectified Work.

If the Owner observes through use of the Works, or if it is discovered by tests or inspection of the Works prior to the end of the guarantee period, that a deficiency or defect exists in the materials or workmanship in respect to the Works, the Owner shall immediately notify the Contractor, by whatever means are available, of the defect or deficiency and instruct him to rectify the fault. Such notification shall be confirmed by the Owner in writing to the Contractor. In the event that this Work, in the opinion of the Owner, must be done immediately to prevent serious damage, injury, or loss of life, the Owner may perform or cause to be performed, the necessary Work and shall notify the Contractor accordingly. Work required under guarantee shall, except as otherwise provided herein for emergencies, be carried out by the Contractor or his representative within ten (10) days of the Owner's written instruction to perform the Work. In the event that this Work is not done by the Contractor within the ten (10) day period, or such period as may be approved by the Consultant, the Owner may take whatever action is necessary to have the Work done.

All costs resulting from the necessity to do Work under the guarantee requirement, whether it be done by the Contractor, his representative, or the Owner, as provided herein, shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expenses, losses or damages incurred by the Owner as a result of such faulty materials and defective workmanship as are referred to in the first paragraph of Article 29, or as a result of the Contractor's failure to meet the guarantee requirements as specified herein, including, but without limiting the generality hereof, all costs of Consulting, inspection and testing Work.

A partial release of holdback for completed subcontracts, or the certificate of the Consultant that a subcontract has been completed shall not relieve the Contractor of his obligations under this Article 29, Guarantee Period.

30. DAMAGE TO WORK

The Contractor shall be responsible for all loss and damage whatsoever which may occur on or to the Works, completed or otherwise, until such time as the entire Works have been completed and the Notice of Acceptance has been issued by the Owner. In the event of any loss or damage occurring, the Contractor shall, on notice from the Consultant, immediately put the Works into the condition it was immediately prior to such loss or damage, all at the Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

31. INDEMNITY

The Contractor shall release, indemnify and save harmless the Owner and its elected and appointed officers, employees, agents, and Consultant from and against all claims, actions, costs, expenses, judgements, damages, fines, and fees of whatever kind, including solicitors fees on a solicitor and own client basis, which the Owner or any other person may have or incur and which arises out of or in connection with any act or omission or alleged act or omission of the Contractor, its agents, employees or subcontractors in the execution of the Work and other wise in the performance of or failure to perform the Contract.

32. BONDS

To ensure the faithful execution and proper fulfilment of this Contract, the Contractor shall provide the Owner with the following bonds at the time of his execution of the Contract Agreement:

1. A Performance Bond in the amount of fifty percent (50%) of the total Contract amount covering the faithful performance of the Contract and
2. A Labour and Material Payment Bond in the amount of fifty percent (50%) of the total Contract price.

The above bonds must be issued by a surety company licensed to conduct business in the Province of British Columbia and shall be provided in quadruplicate on the forms contained within the Contract Documents.
Notwithstanding anything contained elsewhere in the Contract Documents, the Owner shall not be required to make any payment whatever to the Contractor until the above bonds, duly executed, have been delivered to the Owner.

33. PATENTS AND ROYALTIES

The Contractor shall pay all royalties and licence fees with respect to and shall assume the defence of and indemnify the Owner and the Consultant, their employees, officers and agents from all claims relating to inventions, copyrights, trademarks or patents used in doing the Work and in the subsequent use and operation of the Work or any part thereof upon completion. The Contractor shall not be liable hereunder with respect to any claims arising from a construction method, process or equipment specified by the Owner in the documents submitted to the Contractor before he submitted his tender.

34. PERMITS AND REGULATIONS

The Contractor shall, at his own expense, procure all permits, certificates and licences required by law for the construction of the Work and shall comply with all federal, territorial, provincial, and local laws, regulations and bylaws affecting the execution of the Work, save insofar as the Contract Documents specifically provide otherwise.
The Owner will obtain all necessary governmental approvals for the design of the completed Work, and all permits and licences required by law for the completed Work.

35. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property and shall comply with the provisions of the Workers' Compensation Act (British Columbia). The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect, or fault of the Contractor, or of his employees, workers or agents.
The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the Work, suitable barricades, fences, signs, signal lights, and flag persons as are necessary to ensure the safety of the public and those engaged in the Work.

Notwithstanding the provision of Article 9, in an emergency which threatens the safety of any person, or the Works, or adjoining property, the Contractor, without the necessity of authorization from the Consultant, shall act in a reasonable manner to prevent loss or injury.

The Work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic. Where the Work is to be carried out on highways or properties other than those of the Owner, the Contractor shall familiarize himself with the requirements of the owner or controllers of those highways or properties which pertain to traffic control and safety or which place limitations on the Work and shall comply with such requirements.

36. NOTICE TO PROCEED

Following the execution of the Contract Agreement by the Contractor and the provision of the required bonds and insurance policies, written Notice to Proceed with the Work will be given to the Contractor by the Owner. The Contractor shall begin Work promptly following receipt of the Notice to Proceed and shall prosecute the Work regularly and uninterruptedly thereafter, unless otherwise directed in writing by the Consultant or Owner, in such a manner as to secure completion of the Work within the time stated in the Contract Agreement. Time shall be of the essence of the Contract.

If, however, when the Notice to Proceed is given a strike or lockout affecting workers of a classification required to organize or begin performance of the Work, reasonably prevents the Contractor from beginning Work promptly, the completion date stated in the Contract Agreement will be extended by the same number of days as the number of days between the giving of Notice to Proceed and the end of the strike or lockout. If the strike or lockout affects workers of several classifications and such strike or lockout ends on different dates, the end of the strike or lockout will be deemed to occur when all workers of a classification required to organize or begin performance of the Work are permitted to Work for the Contractor. No extension of time herein provided for shall be grounds for any claim whatsoever by the Contractor for extra payment.

37. FAILURE TO COMPLETE ON TIME

If the Contractor fails to complete the Work within the time required by the Contract Documents, the Owner, in addition to any other rights and remedies he may have, shall be entitled to deduct from any payments due to the Contractor the additional costs to the Owner of the Consulting services incurred as a result of the Contractor's failure to complete on time.

No bonus will be allowed by the Owner for completion of the Works in less time than specified in the Contract Agreement.

38. SCHEDULE OF COMPLETION

The Contractor shall prepare, in consultation with the Consultant, a detailed project schedule and plan of operation. The schedule and plan of operation, unless otherwise approved by the Consultant, shall be submitted to the Consultant not later than two (2) weeks after the date of the Notice of Award. The schedule and plan of operation shall describe the proposed labour force and equipment, sequence and methods of operation, and projected weekly progress to show completion of all Work within the Contract time for completion. Upon receipt of such schedule and plan of operation by the Consultant, the schedule shall become the approved construction schedule. Neither the plan of operation nor the approved construction schedule shall be changed without the prior approval of the Consultant.

If the Consultant should be of the opinion and so state in writing to the Contractor that the rate of progress of the Work is insufficient to enable the whole of the Work or any part or parts

thereof to be completed within the time or times specified for such completion in the approved construction schedule, the Contractor shall take whatever steps the Consultant may in his absolute discretion specify in writing to the Contractor to expedite the progress of the Work. Such steps may include but shall not be limited to adoption of shift work and/or the provision of additional workers or equipment. The Contractor shall not be entitled to any extra payment by reason of such order of the Consultant.

39. CHANGES IN THE WORK

The Owner or Consultant, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor shall proceed with the Work as changed and the Work shall be executed under the provisions of the Contract. No change shall be undertaken by the Contractor, without written order of the Consultant, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change was so ordered.

If, in the opinion of the Consultant, such changes affect the time of Contract completion or the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, shall be decided by the Consultant. The Consultant will use one (1) or more of the following methods in deciding such value:

1. by unit prices or combinations of unit prices of the Tender Form;
2. by unit prices submitted by the Contractor and accepted by the Owner;
3. by lump sum submitted by the Contractor and accepted by the Owner;
4. on a force account basis as specified in the next succeeding Article.

If the Contractor and the Owner cannot agree on the unit prices to be used or on any of them or on the lump sum, the Consultant shall decide and certify the unit prices or lump sum to be used which are or is in his opinion fair and reasonable to both parties and his decision shall be final.

40. FORCE ACCOUNT WORK

Compensation for Work done on a force account basis shall be made as follows:

1. Force account rates for personnel and equipment as specified in the Tender Form will form the basis of payment to the Contractor.
2. On subcontract Work, the Contractor will be paid the subcontractor's proper bill, exclusive of GST, for such Work performed plus ten percent (10%) thereof as his fee.
3. Materials supplied by the Contractor shall be paid for at the supplier's invoice price (exclusive of GST) plus an additional payment of ten percent (10%) of cost to cover handling and indirect overhead costs, plus ten percent (10%) of all costs (including indirect overhead) as his fee.
4. The cost of the Work done each day will be submitted to the Consultant in a satisfactory form on each succeeding day after force account Work is carried out and shall be approved or adjusted by the Consultant. No claim for compensation for extra Work or materials shall be considered or allowed unless such report shall have been made, or the Consultant shall have extended the time for such reports or released the Contractor therefrom.

The submission to, or acceptance or approval by, the Consultant of daily force account cost records shall not at any time be deemed to be admission that the Work is properly chargeable

for force account.

41. EXTENSION OF CONTRACT TIME

The time for completion of the Work under the Contract may be extended in the event of one (1) or more of the following:

1. Where extra Work as herein provided is added to the Work under this Contract.
2. Where the Work is suspended as provided for in Article 16 of the General Conditions.
3. Where the Work is delayed on account of conditions which could not have been foreseen or which were beyond the control of the Contractor and which were not the result or the fault or negligence of the Contractor, his agents, or employees, provided, however, rain, wind, flood, or other natural phenomena of normal intensity for the area shall not be construed as cause for an extension of time for completion of the Work.
4. Where delay occurs in the progress of the Work as a result of the act of neglect of the Owner or his employees, or by other contractors employed by the Owner.
5. Where delay occurs as a result of an act of a public authority.
6. Where the Consultant causes delay in furnishing of drawings or necessary information.
7. Where strikes, lockouts, or labour disputes prevent or substantially interfere with the progress of the Work.
8. Where, in the opinion of the Consultant, the Contractor is entitled to an extension of time.

A claim for extension of Contract time shall only be considered when submitted by the Contractor to the Consultant in writing within seven (7) days of the occurrence of the delay on which the claim is based, provided, however, that in the case of a continuing cause of delay only one (1) claim shall be necessary. Within a reasonable period after the Contractor submits a request for an extension of time, the Consultant will present his written recommendation to the Owner stating his opinion on whether or not the delay justifies an extension of time; and, if so, the number of days extension due to the Contractor. The Owner will make the final decision on all requests for extension of time.

The granting of additional time to complete the Work pursuant to this Article shall not give the Contractor grounds to make any claims whatsoever for additional payment, save on the grounds set out in clause 2. above, or as a result of the act or neglect of the Owner or his employees.

42. USE OF COMPLETED PORTIONS

The Owner will have the right to take possession of and use any completed or partially completed portions of the Work, whether the time for completing the entire Work or such portions has or has not expired, but such taking possession and use will not be deemed an acceptance of any Work so taken possession of or used. If such prior use increases the cost of, or delays the completion of, uncompleted Work or causes refinishing of completed Work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Consultant may determine.

43. PROGRESS PAYMENT CERTIFICATES

The Consultant will calculate all progress payments and will prepare certificates for payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of Work completed as determined by the Consultant. Where a lump sum price applies, payment will be calculated on the basis of the Consultant's estimate of the

percentage of Work completed.

The payment certificate shall show as of the end of the last day of the preceding month the value of all labour and materials incorporated into the Works and all proper materials stored at the site thereof, including extras, and all adjustments previously made whether additions or deductions. The certificate shall also show the aggregate of previous payments, the amounts withheld to comply with the Builders Lien Act (British Columbia), and the amount, if any, of the holdback released in respect of completed subcontracts. Except in respect of the final progress payment, the gross amount shown on such certificate, less the aggregate of all previous payments, previous sums withheld, and the amount then required to be withheld to comply with the applicable Builders Lien Act (British Columbia) as set out below, shall become due and be payable by the Owner to the Contractor thirty (30) days after the date the Owner has received the original payment certificate recommended by the Consultant. In those cases where Work is such that the Builders Lien Act (British Columbia) does not apply or does not require the retention of a holdback, the Owner will nevertheless retain holdbacks to the same extent as if such legislation applied to the Work. The amounts withheld to comply with the applicable Builders Lien Act (British Columbia) will be retained by the Owner until payment is due in accordance with the provisions of Article 50.

The amounts to be withheld in respect of the Builders Lien Act are as follows:

1. The Owner shall withhold, in accordance with the Builders Lien Act (British Columbia), 10% of each progress payment to be held in a holdback trust account in accordance with the Builders Lien Act (British Columbia).
2. The monthly estimates shall not bind the Owner or Consultant in any manner in the preparation of the final estimate of the Work done, but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the Work or as a release of the Contractor from his responsibility, therefore.

44. PAYMENT WITHHELD

Upon receipt of a certificate in writing from the Consultant stating that, in his opinion, justification exists and stating the basis and the amount of such deduction, the Owner may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any progress payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:

1. That the Contractor is not making satisfactory progress in the opinion of the Consultant.
2. That defective Work is not being remedied at all or in a manner satisfactory to the Consultant.
3. That there are affidavits (or an affidavit) of claim of lien, or liens (or a lien) filed, against the lands and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
4. That the Contractor is failing to make prompt payments as they become due to subcontractors or for material or labour.
5. That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the Work.

Where subcontractors or suppliers of material are not receiving prompt payment, the Owner, in its discretion, may make payment to such subcontractors or suppliers directly and deduct the

amount of such payments from amounts otherwise due to the Contractor.

45. BUILDERS LIEN ACT (BRITISH COLUMBIA)

The Contractor shall remove or cause to be removed all liens filed or registered against the lands and premises on which the Work is being performed or has been performed which claim of lien or liens arise out of anything done or to be done under the Contract. Such removal shall be affected by the Contractor forthwith upon demand by the Owner or the Consultant.

In places where the applicable lien legislation permits the Owner to make a partial release of holdback in respect of complete subcontracts, the Owner will only make such release when all the statutory provisions have been met.

Notwithstanding anything elsewhere contained in the contract documents, the Contractor shall indemnify and hold harmless the Owner from all demands, damages, costs, losses and actions arising in any way out of claims of lien or liens which arise out of anything done or to be done under the Contract whether the lien period binding on the Contractor has expired or not.
The obligations imposed on the Contractor by the provisions of this Article shall not extend to claims of lien or liens properly filed by the Contractor himself.

46. COMPLETION

When the Contractor is of the opinion that he has completely performed the Work, he shall inspect the Work to ensure that all Work has in fact been performed, that it is in a clean and tidy condition and that it is ready in all respects for acceptance by the Owner. He shall then submit a written request to the Consultant that he make a final inspection.

The Consultant will make an inspection and will notify the Contractor in writing of any defects or deficiencies which require to be corrected before all the Work has been performed. When the defects or deficiencies have been corrected and the Contractor has submitted to the Consultant a written statement that all claims and demands of the Contractor for extra Work or otherwise in connection with the Contract have been presented in writing to the Consultant, the Consultant will recommend to the Owner that a Notice of Acceptance be issued to the Contractor. The Owner, subject to his acceptance of his recommendation, will issue the Notice of Acceptance.

47. PARTIAL COMPLETION

If the Contractor considers that, by reason of climatic or similar problems beyond his reasonable control, not all the Work can be performed or defects or deficiencies corrected promptly, he may in writing request the Consultant for a Notice of Partial Acceptance. Such request shall be accompanied by a written statement that all claims and demands of the Contractor for extra Work or otherwise in connection with the Work to be accepted have been presented in writing. If the Consultant considers such request to be reasonable, he will carry out an inspection and will notify the Contractor in writing of any defects or deficiencies which require to be corrected before he will recommend partial acceptance. He will prepare an additional list of defects and deficiencies which in his opinion do not impair the usefulness to the Owner of the whole Work and the correction of which may reasonably be deferred. This list shall show the amount which the Consultant considers to be the cost of completing such Work and correcting such defects and deficiencies. When all Work has been performed and defects and deficiencies corrected other than those on this list, he will recommend to the Owner that a Notice of Partial Acceptance be issued to the Contractor. If the Owner accepts this recommendation, he will issue a Notice of

Partial Acceptance which shall list the Work to be performed and the defects and deficiencies to be corrected and the estimated costs thereof. The Notice of Partial Acceptance shall fix a date within which all such Work shall be performed and the defects and deficiencies corrected.

In considering the Consultant's recommendation, the Owner will consider the effect of the deferred performance of Work on the provisions of the applicable mechanics' or builders' lien legislation and may make his acceptance conditional on the Contractor providing written consents of sureties under any Performance or Labour and Materials Payment Bonds or other evidence that no guarantor or surety will be relieved of his obligations.

When all such Work has been performed and the defects and deficiencies corrected, the Contractor shall call for final inspection in accordance with Article 46, Completion.

If all the Work is not performed and all defects and deficiencies are not corrected by the date set out in the Notice of Partial Acceptance, the Owner may have the Work performed and the defects and deficiencies corrected by any means he thinks suitable and may recover the costs thereof from any money withheld from the Contract or from the Contractor if such money is insufficient.

48. FINAL PROGRESS PAYMENT

The final progress payment certificate will be prepared following the issuance of the Notice of Acceptance. The Consultant will review with the Contractor all Work quantities and all claims and demands of the Contractor for extra Work in connection with the Contract. The final progress payment certificate will show the total amount of the payment due to the Contractor less the amount required to be retained under the applicable lien legislation whether a lien can be filed or not.

The final progress payment shall be made by the Owner within thirty (30) days of the date of the final progress payment certificate.

49. PROGRESS PAYMENT AFTER PARTIAL COMPLETION

If the Owner issues a Notice of Partial Acceptance, the Consultant will prepare a progress payment certificate in the same detail as required for a final progress payment certificate. From the amount shown on such certificate to be due to the Contractor shall be deducted the amount required to be retained under the applicable lien legislation and twice the amount shown on the Notice of Partial Acceptance to be the estimated cost of performing the Work and correcting the defects and deficiencies. Payment of the net amount due to the Contractor shall be made by the Owner within thirty (30) days of the date of this progress payment certificate. If the amount to be withheld in respect of Work still to be performed or defects and deficiencies still to be corrected exceeds the amount otherwise payable to the Contractor, the excess shall be withheld from the amount of the lien holdback to be paid under the provisions of Article 50, Release of Holdback.

50. RELEASE OF HOLDBACK

A Notice of Partial Acceptance or where none is issued, a Notice of Acceptance, shall be conclusively deemed between the Owner and the Contractor to start the period within which liens must be filed by the Contractor under the applicable lien legislation. The Statutory Period for filing of liens for British Columbia is forty-five (45) days from completion of the Work; except that in respect of a contract in connection with a mine or quarry, sixty (60) days.

The Owner shall pay the holdback to the Contractor within fourteen (14) days of the expiry of the statutory time for filing liens under the applicable lien legislation, provided that:

1. The Contractor shall furnish to the Owner a statutory declaration, dated not earlier than seven (7) days after the expiry of the statutory lien period stating that no lien claim has been filed against title to the lands of the Owner or the lands of any other person and stating that all materials, labour, work, and services incurred directly or indirectly on account of the Work have been paid for by the Contractor.
2. The Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Consultant to issue a Notice of Partial Acceptance.
3. The Workers' Compensation Board has, at the request of the Contractor, filed with the Owner a certificate that all assessments due to the Board by the Contractor have been paid; such certificate shall be dated after the expiry of the statutory period for filing liens.

51. ARBITRATION

In the case of any dispute between the Owner or the Consultant on his behalf, and the Contractor, during the progress of the Work or afterwards, or after the determination of breach of Contract, as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice shall be in writing and shall specify the matter to be submitted to arbitration, and in it said party shall name a person to act as arbitrator; thereupon within fifteen (15) days after receipt of such written notice the other party by written notice shall choose and name a second arbitrator; the two (2) arbitrators so chosen shall forthwith jointly select a third arbitrator, giving written notice to both parties of the choice so made, and fixing a place and time for meeting not later than thirty (30) days thereafter, at which both parties may appear and be heard, touching such controversy relating to the matters aforesaid. In case the two (2) arbitrators shall fail to agree upon a third arbitrator, or in case the party notified of the demand for arbitration shall fail to name the second arbitrator within the time stipulated, such third arbitrator (or such second arbitrator as the case may be) upon the application of either party, of which the other may be given notice, shall be named by a Justice of a Superior Court of the Province of British Columbia. The parties may agree to submit the matter to one (1) arbitrator, whose award shall be as binding as that of three (3) arbitrators.

The submission and the arbitration proceedings shall be under the provisions of the Arbitration Act of the Province of British Columbia provided nevertheless that any statutory limitation on the fees payable to the arbitrator or arbitrators shall be waived. The decision of the said arbitrator(s) shall be made in writing within thirty (30) days after the completion of hearings thereon, and when signed by a majority of them shall be final and conclusive upon the parties thereto.

Arbitration proceedings shall not take place until after the completion, or alleged completion, of the Work, except;

1. On a question of certificate for payment.
2. In a case where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available.

The arbitrator(s) in their decision shall determine which party shall bear all, or a portion of, the costs and expenses of the arbitration including the fees of the arbitrator(s), and said arbitrator(s) may in such decision allocate such costs and expenses between the parties in such amounts as they may deem fair and equitable by reason of such decision.

APPENDIX H – SPECIAL PROVISIONS

1. Scope of Work

Hole-by-Hole Works

(a) Hole 3 (Par 3 re-establishment)

- Re-establish Hole 3 as a par 3; reinstate left and right bunkers; infill/soft-convert the front-left bunker to turf

(b) Hole 4 (Bridge access)

- Supply and install an aluminum bridge over the pond to access the Hole 5 tees; exact location and design to be proposed by the Contractor. Wood/cosmetic finishes may be offered as an enhancement alternate.

(c) Hole 5 (New Par 3 to existing green)

- Construct a new par 3 playing to the existing green.
- Build three new tee boxes with yardages approximately 130–180 yards (120–165 m), including grading and tie-ins.

(d) Hole 7 (Dog-leg-left Par 4)

- Reconfigure as a dog-leg-left par 4, target length ~280 yards (255 m) uphill.
- Construct three new tee boxes to the existing green.
- Clear blackberries and brush in the fairway corridor; remove one fir tree ~100 yards (90 m) from the tee if needed for playability.
- Enlarge and shift the front-left greenside bunker closer to the fairway.

(e) Hole 8 (New hole; long-term Par 4 with potential interim Par 3)

- Remove blackberries, brush, and selected trees back toward the south property line.
- Construct three tee boxes approximately 20 yards (18 m) in from the adjacent residential property line; install hedging around the tees and along the left side of the fairway for ~50 yards (46 m).
- Install a left fairway bunker; construct bunkers left, right, and behind the green.
- If operated initially as a par 3 (estimated 5–10 years until trees mature for safety), install three temporary tees at ~130–170 yards (120–155 m), include fencing along the left of the tee boxes to protect adjacent houses, and add hedging on the right to protect players near the 7th green.

(f) Hole 9 (New Par 4 to existing green)

- Create a landing area ~200 yards (183 m) from the tee near the former par 3 tee; grade/level as required.
- Tree management: retain ~4 tall trees near the green; remove ~7 trees along the fairway.
- Safety/strategy plantings: install fencing and hedging along the left side of the tee box to reduce errant shots toward residences; add hedging on the right; establish fescue along the left rough to encourage right-side play.

Earthworks, Grading, and Materials Reuse

(a) Perform common excavation, shaping, and subgrade preparation for new/modified tees, fairways, and green surrounds; reuse on-site soils and existing turf corridors where feasible to reduce import/export and accelerate recovery.

(b) Provide erosion and sediment control for all disturbed areas until final stabilization.

Greens, Tees, Bunkers, and Turf

(a) Hole 3: renovate green surrounds as required to suit re-established par-3 play; reinstate left/right bunkers; turf the former front-left bunker footprint.

(b) Hole 8: construct new green complex and associated bunkers per the concept; finish with sod on green surrounds and seed or sod on fairway approaches (final finish to be confirmed in pricing schedule).

(c) Holes 5, 7, 8, 9: construct new tee boxes (counts per hole as noted above), including laser-grading of tee surfaces, root-zone preparation, and surface finishes (seed or sod as directed).

Irrigation (modifications)

(a) Modify irrigation (mains, laterals, heads, control wiring) to suit the new and re-established holes, including isolation, flushing, and reinstatement testing of affected zones.

Safety Planting, Fencing, and Tree Works

(a) Execute hedging, fencing, and tree works where specified (Holes 8 and 9) to reduce off-site ball flight risk and protect players on adjacent holes; plant new trees as shown in the concept plan. Blackberries/brush clearing per holes noted above.

Temporary Works, Access, and Course Protection

(a) Maintain safe access routes for maintenance and limited golfer circulation when directed; protect existing greens/tees/fairways not in the work zone.

(b) Provide temporary signage and safety barriers around active works.

Survey, Layout, QA/QC, and Close-out

(a) Provide construction staking from Owner-approved control.

(b) Submit shop drawings for the bridge and any proprietary systems.

(c) Deliver as-built survey (CAD/PDF) of new tees, green, fairway tie-ins, irrigation changes, fencing/hedging, and the bridge.

(d) Provide a maintenance/warranty period for seeded/sodded areas, bunkers, and the bridge (duration to be set in the RFP's General Conditions).

Unless otherwise specified, the Contractor shall supply all materials necessary to complete the Work. A complete job is called for. Therefore, any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness will be considered incidental to the Work and no separate or additional payment will be made.

Eaglecrest Golf Course

Course Modification Overview

December 17, 2025

Construction Scope

Proposed construction works include (see Construction Scope Overview for further details):

- New tee boxes on holes 5,7,8, and 9
- Construction of a new 8th hole
- Reshaping of the ninth hole fairway
- Selective tree removal and stump grinding
- Irrigation modifications for new and re-established holes
- Construction of a new bridge connecting the 4th hole to the 5th tee

Existing turn from former holes 8 and 9 will be reused where feasible to support faster course recovery and reduce material requirements.