REQUEST FOR TENDERS No. 21-003

French Creek Pollution Control Centre
Headworks Windows Supply and Install

ISSUED: December 8, 2020

CLOSING DATE AND TIME:
Tenders must be received on or before:
3:00 PM (15:00 hrs) Pacific Time on Friday February 5, 2021

Regional District of Nanaimo Contact for Questions:
Scot Merriam, SRM Projects Ltd.
250-758-5352
smerriam@srmprojects.ca

Questions, or requested revisions to the form of contract, should be received at least ten (10) business days before the closing date.

Proponent's Optional Site Information Meeting:

10:30am Wednesday December 16, 2020
RDN Liaison: Scot Merriam
French Creek Pollution Control Centre
957 Lee Road
Parksville, BC V9P 1Z4

Site visit attendees are required to wear steel-toed footwear and a face mask

Instructions to Bidders

ARTICLE 1. Closing Date/Time/Location and Submission Requirements
Bidders must submit their TENDER on or before 3:00 PM (15:00 hrs), Pacific Time, February 5, 2021.

Submission Requirements:

Bidders must, at minimum, submit a completed Tender Form along with supporting information (reference lists and/or other materials) to facilitate Regional District of Nanaimo (RDN) tender evaluation, with reference to Article 11 "Award" below.

Tenders will be accepted by Email only: In PDF format with "Headworks Windows Supply and Install" as the subject line to this electronic address:

smerriam@srmprojects.ca

The RDN will not be held responsible for any technological delays.

Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Scope of Work
Tenders are invited from qualified and experienced firms to demolish and legally dispose of existing and supply, deliver and install new "aluminum store front" type headworks area windows at the French Creek Pollution Control Centre 957 Lee Road, Parksville, BC V9P 1Z4

Tenderers are directed to take special note of the specifications (drawing A-003); in particular the requirement for design of the headworks area windows by a qualified structural engineer as well as the requirement for preparation and submission of detailed shop drawings for RDN review and approval before window procurement and installation.

There is no firm timeline for completion of installation; however, the work is targeted to be completed in the first half of 2021.

ARTICLE 3. Tender Documents
The Tender Documents referred to in this tender package include the following:

(1) Request for Tenders, including the Tenderer's "Tender Form";
(2) Standard Form Construction Contract Agreement*;
(3) Standard Form Construction Contract General Conditions of Contract

* Includes the specifications, the drawings, and the standards.

The Tenderer must carefully examine the Tender Documents. Should a Tenderer find discrepancies in, or omissions from the Tender Documents, or should they be in doubt as to their meaning, they should,

prior to submitting their tender, notify the RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

ARTICLE 4. Addenda

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

ARTICLE 5. Tender Price

All pricing is to be in Canadian Dollars and is to include all transportation costs to the delivery point. Prices shall be filled in where indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes

GST and PST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 7. Tender Signing

The TENDER must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 8. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Withdrawal

A Tenderer may, without prejudice to themselves, withdraw their TENDER on written request received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection

.1 The RDN reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.

.2 The RDN may reject a tender if:

a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.

b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form or in which prices are omitted.
d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
   - any other contract for works or services; or
   - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

.3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
b) the RDN decides not to proceed with the project or to defer the project;
c) if only one bid is received, then the tender may be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers ; or
d) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 11. Award

Awards shall be made on tenders that will give the greatest value to the RDN based on price, quality, warranty, and delivery time. The RDN shall be free to assess these criteria based solely on the information provided with tenders. The lowest, or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent to award to the successful Tenderer. Award is anticipated to be made within 30 days of tender closing.

ARTICLE 12. Form of Contract

The Agreement and General Conditions of the Contract are enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of services. Tenderers should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a

request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so by the Tenderer means acceptance of the RDN form of Contract as presented.

ARTICLE 13. No Claim for Compensation
Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 14. Solicitation of Board Members
"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 15. Freedom of Information and Protection of Privacy Act
All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.* All tenders become the property of the RDN. The successful vendor and value of the award is routinely released.

ARTICLE 16. Conflict Of Interest
The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. Collusion
The Tenderer shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the Tenderer has an interest in the TENDER. Tenderers shall prepare their TENDER without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a tender for the same work.

TENDER FORM
21-003 Headworks Windows Supply and Install
Page 1 of 2

Date: _____

Company Name:_____

Address: _____

Telephone:_____ Email: _____

To: Regional District of Nanaimo
C/O Scot Merriam, SRM Projects Ltd.
smerriam@srmprojects.ca

Having examined the Tender Documents, including any addenda, and having reviewed and complied with the Instructions to Bidders, we hereby offer to perform the work set forth in the aforesaid documents for the Stipulated Contract Price. Prices include the Tenderer's labour, material, equipment, material costs, transportation costs, overhead and profit and shall represent the cost to the Regional District of Nanaimo (RDN) of such charges excluding taxes which shall be shown separately.

Lump Sum Total $_____

GST (5%) $_____

Total Stipulated Contract Price $_____

WARRANTY DESCRIPTION

_____

WINDOW DELIVERY TO SITE (DDP Delivery Point) weeks from receipt of order

_____

WINDOWS SHIPPING MASS (kg)

_____

INSTALLATION TIME AFTER DELIVERY (days)

ACCEPTANCE

.1 The tender is open to acceptance for a period of sixty (60) calendar days from the date of bid closing.

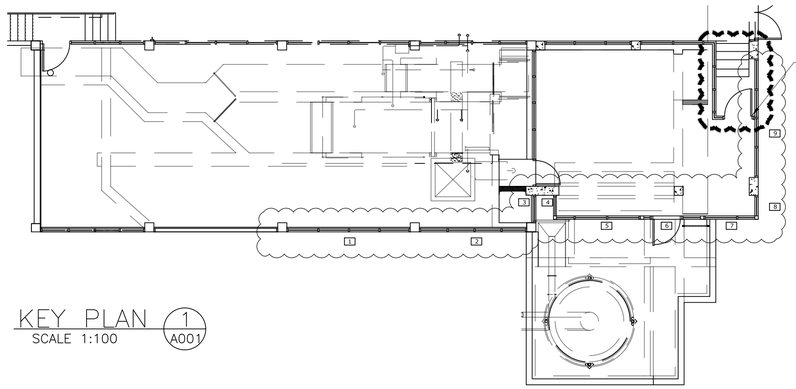
.2 We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.

.3 The RDN reserves the right to waive minor defects or irregularities in tenders.

Company: _____

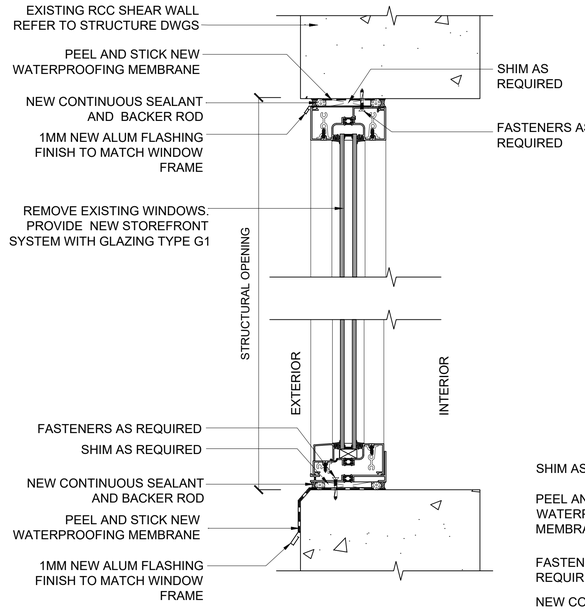
Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)



KEY PLAN 1
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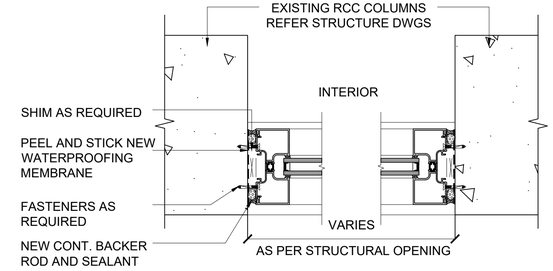
INTERNAL ATRIUM ASSEMBLY STRUCTURE TO BE RETAINED AS PER EXISTING CONDITIONS. PROVIDE ADDITIONAL SUPPORT AS REQUIRED TO SUPPORT THE EXISTING ATRIUM ASSEMBLY TO ALLOW FOR THE REPLACEMENT OF THE EXTERIOR WINDOWS. LOADING DATA AND SUPPORT DETAILS TO BE PROVIDED BY THE SUPPLIER/SUBTRADE'S STRUCTURAL ENGINEER BASED ON EXISTING CONDITIONS AND EXISTING WINDOW FRAME.



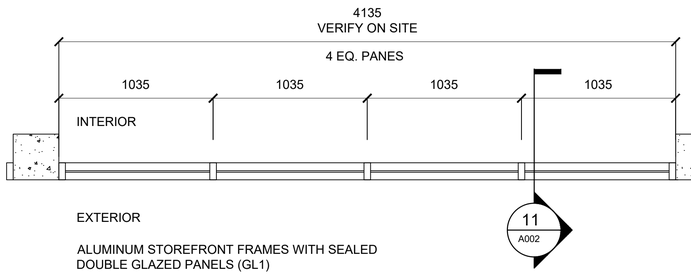
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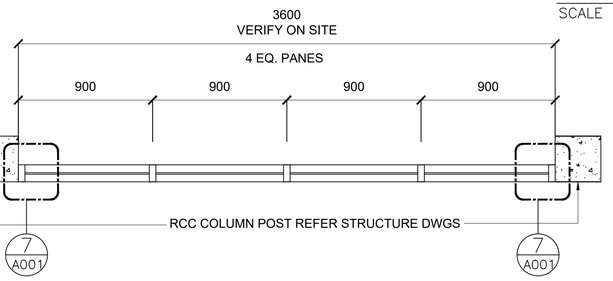
GENERAL NOTES

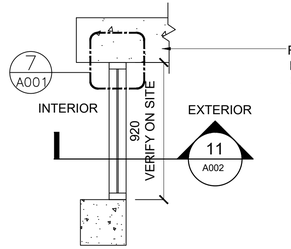
1. WINDOW ELEVATIONS ARE VIEWED FROM EXTERIOR.
2. DIMENSIONS INDICATED ARE CUSTOM NOMINAL WINDOW SIZED & ROUGH OPENINGS (WIDTH X HEIGHT). CONFIRM FINAL R/O'S & INSTALLATION REQUIREMENTS WITH MANUFACTURER
3. PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIFICATIONS LISTED ON DRAWING NUMBER A-003
4. CONTRACTOR TO VERIFY DIMENSIONS ON SITE PRIOR TO FABRICATION & INSTALLATION. ANY DISCREPANCY SHOULD BE REPORTED BACK TO THE ARCHITECT / DESIGNER.

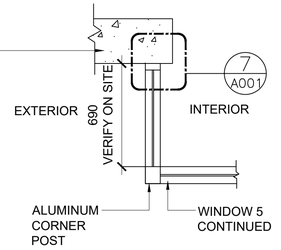


TYPICAL JAMB DETAIL 7
SCALE 1:5 A001

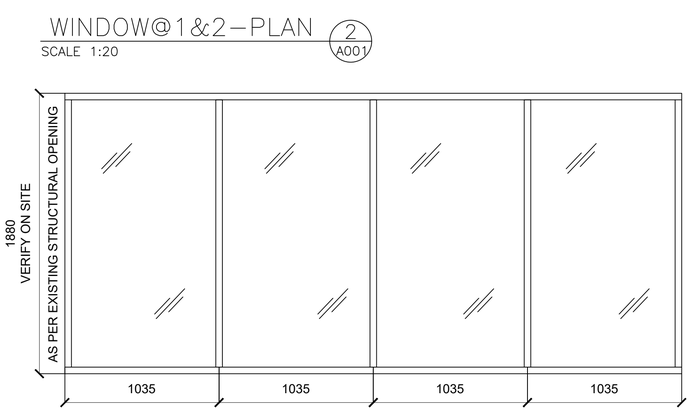


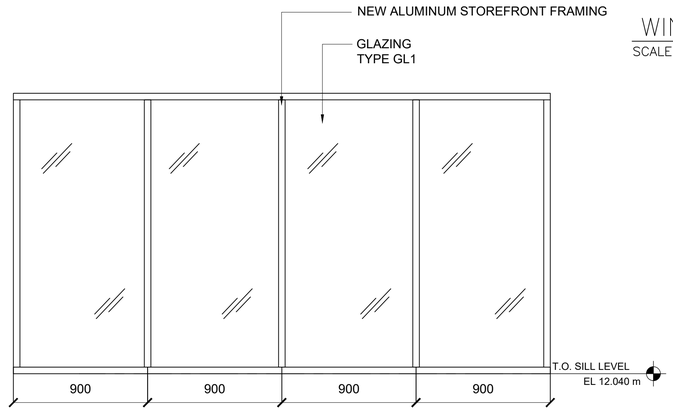






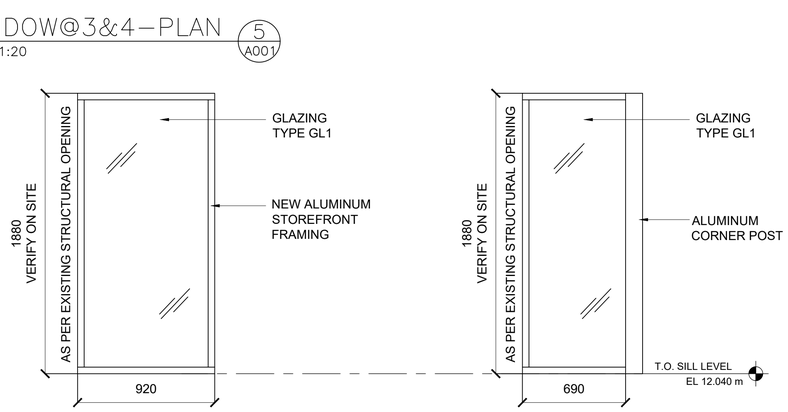
WINDOW@1&2—PLAN 2
SCALE 1:20 A001





WINDOW@1&2—ELEVATION 3
SCALE 1:20 A001

WINDOW@3&4—PLAN 5
SCALE 1:20 A001



WINDOW@3&4—ELEVATION 6
SCALE 1:20 A001

REGISTERED ARCHITECT
PROVINCE OF BRITISH COLUMBIA
SEAN TAJADO
NOV 27 2020

A	ISSUED FOR CLIENT REVIEW	MN	ST	2020/07/22
B	ISSUED FOR TENDER	MN	ST	2020/11/27

VERIFY SCALE IF PLAN SHEET IS REDUCED
30 mm

DESCRIPTION | DRN | CHK | DATE (Y/M/D)
REV

DRN BY: MN
DES BY: ST
CHK BY:
APR BY:

PREPARED FOR:
REGIONAL DISTRICT OF NANAIMO

PREPARED BY:
AECOM
AECOM Canada Architects Ltd.
4th Floor - 3292 Production Way, Burnaby, BC, Canada V5A 4R4
T 604.444.6400 F 604.294.8597

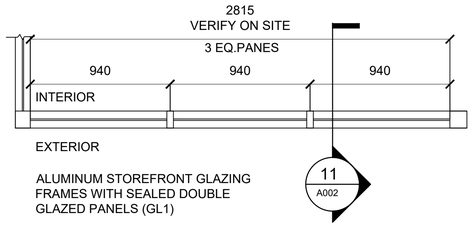
REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK POLLUTION CONTROL CENTRE
STAGE 4 EXPANSION

WINDOW REPLACEMENT DETAILS

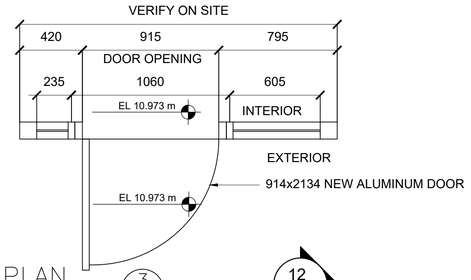
PROJECT START DATE
NOVEMBER 27 2020
PROJECT NO.
60590631
FILENAME:
RDN DRAWING No.
DRAWING No.
A-001

Plotted By:
Plot File Date Created:
Layout—Sheet Name:
Filename:

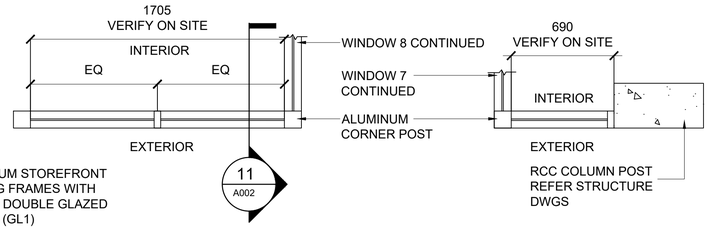
RELEASE 2.0 (JULY 2008)



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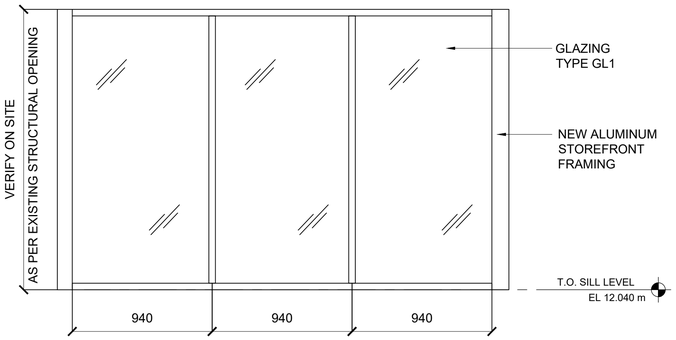


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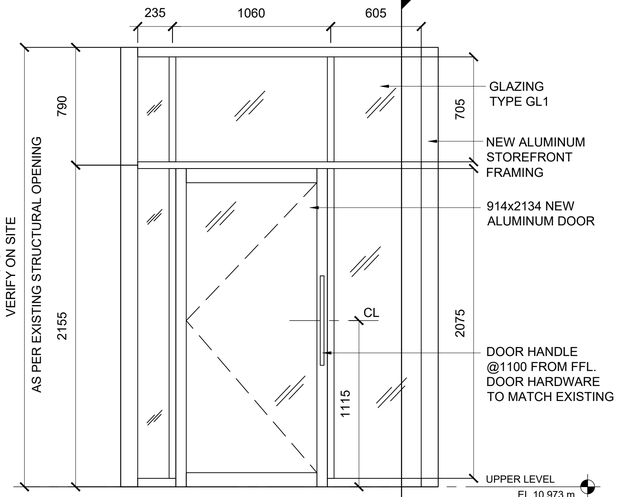


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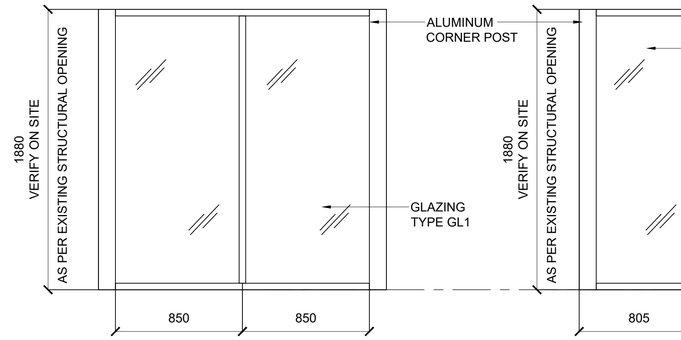
WINDOW@8—PLAN 7 A002
SCALE 1:20



WINDOW@5—ELEVATION 2 A002
SCALE 1:20

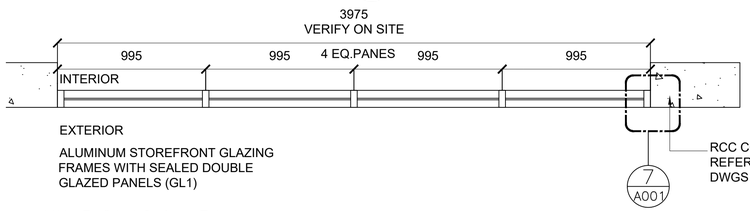


WINDOW@6—ELEVATION 4 A002
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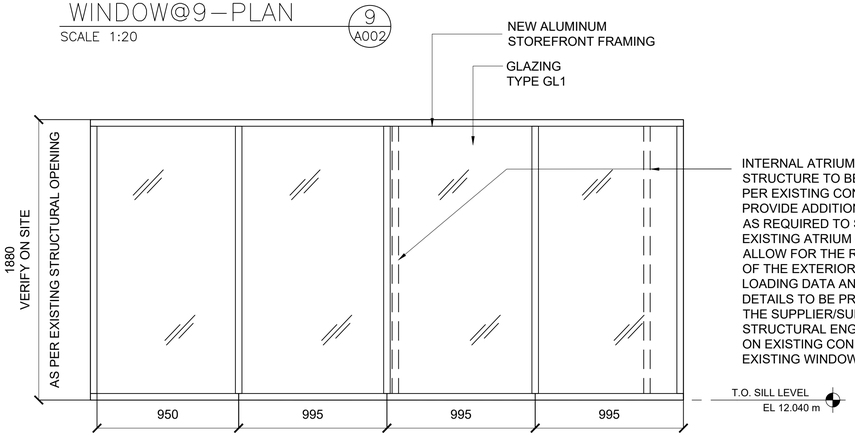


WINDOW@7—ELEVATION 6 A002
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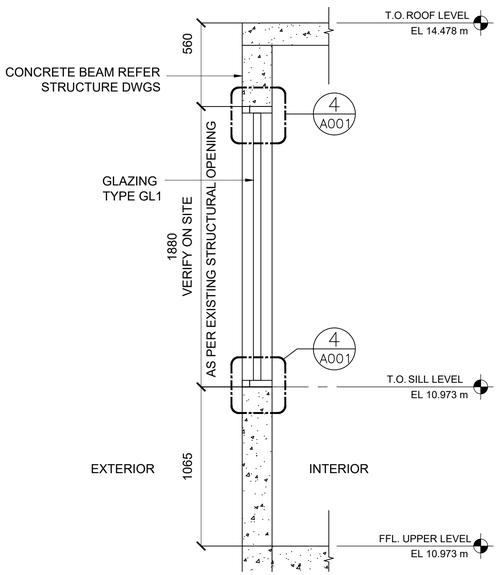
WINDOW@8—ELEVATION 8 A002
SCALE 1:20



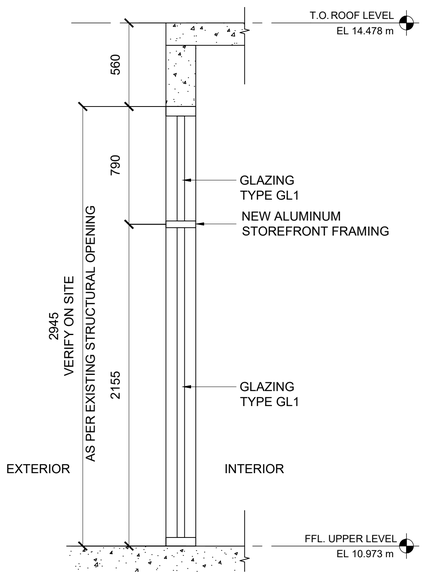
WINDOW@9—PLAN 9 A002
SCALE 1:20



WINDOW@9—ELEVATION 10 A002
SCALE 1:20



TYPICAL WINDOW SECTION 11 A002
SCALE 1:20



FULL HEIGHT WINDOW SECTION 12 A002
SCALE 1:20

REGISTERED ARCHITECT
JOVAN SEAN TAJADOD
NOV 27 2020
BRITISH COLUMBIA

								DESCRIPTION
A	MN	ST						ISSUED FOR CLIENT REVIEW
B	MN	ST						ISSUED FOR TENDER
REV	DRN	CHK						DATE (Y/M/D)
	2020/07/22	2020/11/27						

30 mm VERIFY SCALE IF PLAN SHEET IS REDUCED

DRN BY: MN
DES BY: ST
CHK BY:
APR BY:

PREPARED FOR:
REGIONAL DISTRICT OF NANAIMO

PREPARED BY:
AECOM
AECOM Canada Architects Ltd.
4th Floor - 3292 Production Way, Burnaby, BC, Canada V5A 4R4
T 604.444.6400 F 604.294.8597

REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK POLLUTION CONTROL CENTRE
STAGE 4 EXPANSION

WINDOW REPLACEMENT DETAILS

PROJECT START DATE
NOVEMBER 27 2020
PROJECT NO.
60590631
FILENAME:
RDN DRAWING No.
DRAWING No.
A-002

Plotted By:
Plot File Date Created:
Layout—Sheet Name:
Filename:

RELEASE 2.0 (JULY 2008)

SPECIFICATION

SELECTIVE DEMOLITION

1 General

1.1 Summary
- .1 Review drawings, site conditions, and specifications to ascertain the extent and nature of selective demolition Work, include the following:
  - .1 Demolish and removal of portions of existing storefront and entrances, as indicated on drawings.
  - .2 Dispose of demolished materials except where required to be salvaged or reused.
  - .3 Refer to demolition notes indicated on drawings.
- .2 Drawings contain details that suggest directions for solving some of the major demolition and removal requirements for this project; Contractor is required to develop these details further by submitting a demolition plan prepared by a professional engineer employed by the Contractor.

1.2 Examination
- .1 Visit and examine the site and note all characteristics and irregularities affecting selective demolition Work. Submit a pre-demolition inspection report. Ensure the Owner of premises being inspected is represented at inspection.
- .2 Where appropriate prepare a photographic or video record of existing conditions, particularly of existing work scheduled to remain.
- .3 Where applicable, examine adjacent tenancies not part of the scope of work. Determine extent of protection required to areas and related components not subject to demolition.
- .4 Stop work and notify the Consultant should suspected hazardous materials are encountered during work of this Section.

1.3 Submittals
- .1 Provide the following submittals before starting any selective demolition Work:
  - .1 Prepare schedule in conjunction with overall project schedule, and outline proposed methods in writing. Obtain approval before commencing demolition work, and indicate the following:
    - .1 Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity

1.4 Quality Assurance
- .1 Conform to requirements of all authorities having jurisdiction.
- .2 Comply with applicable requirements of CSA S350-M "Code of Practice for Safety in Demolition of Structures".
- .3 Work of this Contract shall be executed by an approved company having a minimum of five (5) years continuous experience and able to deploy adequate equipment and skilled personnel to complete work expediently in an efficient and orderly manner.
- .4 Perform cutting and coring, where applicable, by a firm specializing in this type of work, able to produce evidence of successful completion of similar work over a period of at least five (5) years immediately prior to date of contract.
- .5 Apply for, secure, arrange and pay for all permits, notices and inspections necessary for proper execution and completion of Work.
- .6 Professional Engineer Qualifications: Procure the services of a professional engineer who is experienced in providing relevant engineering services to perform the following:
  - .1 Review portions of the Work requiring structural performance, prepare plan of action, engineer temporary shoring and bracing, and Provide site administration and inspection for work of this Section.

1.5 Protection
- .1 Prevent movement or settlement of adjacent work. Provide and place bracing or shoring and be responsible for safety and support of such work. Be liable for any such movement or settlement, and any damage or injury caused.
- .2 Cease operations and notify Consultant if safety of any adjacent work or structure appears to be endangered. Take all precautions to support the structure. Do not resume operations until reviewed with the Consultant.
- .3 Prevailing weather conditions and weather forecasts shall be considered. Demolition work shall not proceed when weather conditions constitute a hazard to the workers and site.
- .4 Prevent damage of surrounding vegetation by construction. Install tree protection barriers to trees that are scheduled to remain, as detailed on Drawing CM-1 Construction Management Plan.
- .5 Prevent debris from blocking surface drainage inlets and mechanical and electrical systems which remain in operation.
- .6 Temporarily suspended work that is without continuous supervision shall be closed to prevent entrance of unauthorized persons.

1.6 Remaining and Adjacent Structures
- .1 Do not interfere with, encumber, endanger or create nuisance, from any cause due to demolition work, to public property or any adjacent attached and/or detached structures in possession of Owner or others, which are to remain, whether occupied or unoccupied during this work.
- .2 Make good damage to such structures resulting from work under this Section at no cost to Owner. Make good adjacent building surfaces damaged by work of this Section.

1.7 Protection of Services and Structures
- .1 Take necessary precautions to guard against movement, settlement or collapse of existing adjacent utility services, public property and/or structures, whether to remain or not. If these or other unforeseen conditions develop, take immediate emergency measures, report to Consultant, confirm in writing, and await instructions before proceeding with any further related demolition work.
- .2 Prior to saw cutting or core drilling of existing concrete slabs, use ground penetrating radar (GPR) to detect utilities and structural reinforcing. Concrete X-Rays can be used when access to both sides of concrete slab is accessible for placement of required x-ray film.

1.8 Existing Services
- .1 Existing services are to be maintained where required for normal tenant operation during regular hours of operation and/or as deemed necessary by Owner.

1.9 Existing Warranties
- .1 Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

2 Products

2.1 Debris, Salvaged Material and Equipment Disposal
- .1 All materials and or equipment salvaged from demolition work becomes property of demolition Contractor unless designated otherwise.
- .2 At no cost to Owner repair or replace material and/or equipment scheduled to remain which is damaged by demolition work. Do not sell any salvaged material or equipment directly from project site.
- .3 Remove waste debris continually and entirely from project site during demolition work. Do not load vehicles transporting such debris beyond their safe capacity or in a manner which might cause spillage on public or private property. If spillage does occur, clean up immediately to prevent traffic hazards or nuisance.

2.2 Protection
- .1 Erect temporary hoarding protection to enclose openings in exterior walls, and/or provide security to partially occupied interior spaces.
- .2 Erect temporary dust screens to prevent dust and debris to enter areas of the building which are not scheduled for demolition. Remove temporary dust screens when no longer required.

2.3 Repair Materials
- .1 Use repair materials identical to existing materials:
  - .1 If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - .2 Use a material whose installed performance equals or surpasses that of existing material.

3 Execution

3.1 General
- .1 Exercise caution in dismantling, disconnecting of work adjacent to existing work designated to remain.
- .2 Carry out demolition in a manner to cause as little inconvenience to the adjacent properties as possible.
- .3 Carry out demolition in an orderly and careful manner.
- .4 Demolition by explosives is not permitted.
- .5 Selling or burning of materials on site is not permitted.
- .6 Sprinkle exterior debris with water to prevent dust. Do not cause flooding, contaminated run-off or icing. Do not allow waste material, rubbish, and windblown debris to reach and contaminate adjacent properties.
- .7 Lower waste materials in a controlled manner; do not drop or throw materials from heights.
- .8 At end of each day's work, leave in safe condition so that no part is in danger of toppling or falling.

3.2 Safety and Security
- .1 Maintain security of the building at all times during demolition work.
- .2 Provide and maintain fire prevention equipment and alarms accessible during demolition.

3.3 Access Routes
- .1 Restrict operations to designated access routes.
- .2 Do not obstruct roads, parking lots, sidewalks, hydrants and the like.

3.4 Selective Demolition
- .1 Provide necessary shoring and supports to assure safety of structure prior to cutting and coring.
- .2 Where practical, sawcut and remove material as required.
- .3 Where sawcutting is not appropriate, use suitable hand tools.
- .4 Demolish, cut-out and remove from site all other work noted on drawings or required to permit new construction.
- .5 Do not allow water to accumulate or flow beyond work area. Provide receptacles and mop-up as work proceeds.

3.5 Patching and Repairing
- .1 Exterior Walls: Where existing doors and/or windows are schedule to be removed during demolition, patch and repair walls using similar wall construction techniques as adjacent wall construction. Ensure compatibility between insulation, air barrier and vapour retarder, providing continuous air and vapour control and wall R-Value between existing and new construction. Provide exterior and interior finish materials, matching existing adjacent materials, to provide an even_plane surface of uniform appearance.

3.6 Completion
- .1 Leave project site as directed, reasonably clean and presentable, free from above grade debris, any salvaged material and/or equipment except those designated to remain.
- .2 Maintain access to exits clean and free of obstruction during removal of debris.

ALUMINIUM STOREFRONTS AND ENTRANCES SYSTEMS

1 General

1.1 Quality Assurance
- .1 System Manufacturer's Qualifications:
  - .1 Minimum five (5) years continuous Canadian experience in successful production of work of type and quality specified. Submit proof of experience upon Consultant's request.
- .2 Erector's Qualifications:
  - .1 Manufacturer's forces or forces licensed by manufacturer. Work of this section shall be performed by workers trained and experienced in the type of work specified. A manufacturer's representative shall be at the site during erection of system to direct the various stages of operations.

1.3 Design and Performance Requirements
- .1 Details and information indicated on drawings are schematic, shall not be considered or construed to be the engineering design for the system or to be complete or adequate to meet the design criteria.
- .2 Make thorough examination of drawings and details, check anchorage, structural deflections, shading factors, size and shape of glass, system of sealing, and other factors influencing design and performance of aluminum framed entrances and storefronts.
- .3 Storefront System: Comply with the following performance requirements, demonstrated by testing manufacturer's assemblies in accordance with test methods indicated.
  - .1 Elastic Deflection Limits of Vertical Mullions: Tested in accordance with ASTM E330. Deflection limits shall be such that the integrity of the glass and air seals are maintained at design loading. Permanent deformation of members due to applied loads are not permitted. Deflection limitation shall be lesser of the following:
    - .1 1/175 of clear span for spans up to 4.1m; 1/240 of clear spans plus 6mm for spans greater than 4.1m.
    - .2 An amount that restricts edge deflection of individual glazing lites to 19mm.
  - .2 Elastic Deflection Limit of Horizontal Mullions: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and which reduces edge clearance between framing members and glazing or other fixed components to less than 3mm, as tested to ASTM E330.
  - .3 Air Leakage: Tested in accordance with ASTM E283, maximum 0.3 L/s/sq.m. at a static air pressure differential of 300Pa.
  - .4 Water Infiltration: No uncontrolled water on indoor face of any component when tested in accordance with ASTM E331 at test pressure differential of 380 Pa.
- .4 Entrance System: Comply with the following performance requirements, demonstrated by testing manufacturer's assemblies in accordance with test methods indicated.
  - .1 Air Leakage: Tested in accordance with ASTM E 283, at a static air pressure differential of 75Pa, based on door leaf module of 900mm x 2100mm.
    - .1 Single Door and Frame: Maximum 2.83 cu.m./h/m of perimeter crack.
  - .2 Structural: Door corner structural strength test using a dual moment loading criteria, minimum 132kg.
  - .3 Forced Entry Resistance: Tests performed simultaneously with 136kg forces applied to the active door panel within 75mm of the locks in the direction that opens the door and 68kg forces applied in both perpendicular directions to the 136kg force simultaneously.

1.4 Submittals
- .1 Shop Drawings:
  - .1 Furnish complete shop and erection drawings required for the Work to the Consultant for review prior to fabrication. Shop drawings shall bear the seal and signature of a Professional Engineer registered to practise at the Place of Work.
  - .2 Co-ordinate shop drawings for the Work with those for other trades to ensure correct interface details required to provide watertight installation.
  - .3 Shop drawings shall incorporate plans, elevations, sections and details for all required Work. The details shall show and specify all metal and glass thicknesses, types and finishes; areas to be sealed and sealant materials; gaskets; glazing methods; direction and magnitude of thermal expansion; type of construction including joinery, fasteners and welds; all anchorage assemblies and components; connections, fastenings, shapes and finishes; the fabrication and erection tolerances for the Work and the adjoining related work.
- .2 Product Data:
  - .1 Product Data: Submit product data including construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of product indicated.
- .3 Test Data:
  - .1 If requested by Consultant, submit test data from a recognized independent testing agency, acceptable to Consultant, verifying that specified requirements are being met. Test results may be from a previous testing program conducted on a system similar to that specified herein.
- .4 Samples:
  - .1 Submit duplicate minimum 51mm x 102mm samples of each type of aluminum finish specified. Upon Consultant's request, furnish samples of glass types, gaskets, tapes and sealants.
- .5 Safety Data Sheets:
  - .1 Submit WHMIS safety data sheets for inclusion with project record documents. Keep one copy of WHMIS safety data sheets on site for reference by workers.
- .6 Maintenance and Glazing Instructions:
  - .1 On completion of work of this section, supply maintenance and glazing instructions for insertion into the Operating and Maintenance Manual.

1.5 Storage, Delivery, Handling and Protection
- .1 Co-ordinate deliveries to comply with construction schedule and arrange ahead for off the ground, under cover storage location.
- .2 Assembled units and their component parts shall be transported, handled and stored in a manner to preclude damage of any nature.
- .3 Ship and store pre-glazed units in upright position only or use method which will positively prevent extrusion of sealants and shifting of glass within framing.
- .4 Accessory materials required for erection at the site shall be delivered to the site in manufacturer's labelled containers.
- .5 Remove all units or components which are cracked, bent, chipped, scratched or otherwise unsuitable for installation and replace with new.

1.6 Site Conditions
- .1 Provide safe and adequate equipment on the site to execute the Work, including scaffolding, staging, hoisting, safety protection equipment, tools, plant and other equipment required for the completion of the Work.
- .2 Site Measurements: Verify actual locations of structural supports for aluminum framed entrance and storefront systems by site measurements before fabrication and indicate measurements on Shop Drawings.
- .3 Established Dimensions: Establish dimensions and proceed with fabricating aluminum framed entrance and storefront systems where site measurements cannot be made without delaying the Work; coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.7 Warranty
- .1 Warrant work against any defects in materials and workmanship in accordance with the General Conditions but for an extended period of ten (10) years and agree to promptly and without cost to Owner make good defects which become evident during warranty period. Without restricting the generality of the warranty, defects shall include leaking, deformation of members, breaking of glass due to thermal or structural movement, discolouration of finishes and failure of sealants.
- .2 Warrant insulating glass units in accordance with General Conditions for a period of five (5) years. Warrant that units will be free from material obstruction of vision as a result of dust or film formation on internal glass surfaces by any cause other than extrinsic glass breakage.
- .3 Warrant that any unit failing shall be removed and replaced without cost to the Owner.

2 Products

2.1 Manufacturers
- .1 Specified products are manufactured by Alumicor. Products by other manufacturers similar in function, design, performance, and construction complying with requirements as specified may be incorporated into the Work subject to Consultant's acceptance.
  - .1 Storefront Framing: Thermally broken, FlushGlaze BF3400 Series.
  - .2 Entrance Doors: Thermally broken, InsulDoor Series.

2.2 Materials
- .1 Aluminium Association Alloy AA6063-T5 for extruded shapes, commercial quality AA1100-H14 aluminum sheet for formed shapes.
- .2 Steel: CAN3-G40.21-M Grade 300W.
- .3 Flashing: Aluminium, finished to match storefront framing, minimum 0.6mm.
- .4 Bolts, Screws, Anchors And Fasteners: Stainless steel or aluminium for aluminium connections; cadmium plated steel may be used at interior side of air/vapour barriers; galvanized steel elsewhere.
- .5 Slip washers: Teflon coated steel or aluminium washers.
- .6 Galvanizing Touch Up Paint: High zinc dust content, Zinc Clad 5 by Sherwin Williams,
- .7 Isolation Coating: Acid and alkali resistant bituminous paint.
- .8 Glass and Glazing:
  - .1 Tempered safety glass: CAN/CGSB 12.1, Type 2, Class B, tong mark free.
  - .2 Laminated safety glass: CAN/CGSB-12.1, Type 1, Class B, fabricated with clear polyvinylbutyral (PVB) interlayer between 2 lites of glass.
  - .3 Insulating glass units: CAN2-12.8, double glazed, composed of lites of glass separated by a 13mm wide dehydrated air space filled with 90% argon gas and warm edge spacer, double sealed and atmospheric pressure equalized to prevent bowing of the glass lites in the vertical position. Edges of glass shall be straight cut, free of nicks and other imperfections conducive to breakage. Coatings used in structural glazing shall be edge deleted 10mm.
  - .4 Glass Type (GL1): Double glazed Insulating glass units:
    - Inner lite: Overall 6mm thick; clear tempered glass.
    - Outer lite: Overall 6.76mm thick; 2 panes of 3mm thick clear tempered glass with 0.76mm thick PVB interlayer, .
  - .5 Set spacer core straight and even into glass units with a maximum variation in line of spacer core of plus or minus 2mm and the primary seal not extend past the inside edge of spacer core by more than 1.6mm. Weld or vulcanize spacer core corners and joints.
  - .6 Glass lites shall be float, tempered, laminated or heat strengthened and in thicknesses in accordance with requirements of glass manufacturer as substantiated by the glass manufacturer's stress analysis for each location required, unless otherwise indicated.
  - .7 Shims: pressure sensitive resilient extruded synthetic rubber and as recommended by the insulating glass unit manufacturer.
  - .8 Spacers and setting blocks: 50 and 90 Durometer A hardness plus/minus 5 respectively, neoprene rubber, resistant to sunlight, weathering, oxidation and permanent deformation under load.
  - .9 Glazing tape: Extruded, ribbon shaped, non-drying, non-skinning, non-oxidizing polyisobutylene tape with continuous synthetic rubber spacer rod, sufficiently wide and thick as to completely cover the bite area of the glazing unit when the unit is pushed into place, Polyshim tape by Tremco, Space-R-Tape by the PRC Chemical Corporation of Canada Limited, PTI 606 by PTI Sealants Ltd., or other acceptable equivalents.
  - .10 Glazing gaskets: Neoprene or EPDM of sufficient thickness to be 25% compressed when installed. Gaskets shall have a
- .9 Air Barrier and Vapour Retarder:
  - .1 Equip storefront frames with factory installed air barrier with material compatible to building envelope for sealing to provide required air tightness and vapour diffusion control throughout.
- .10 Sealants:
  - .1 Joint Primer, Surface Conditioners and Cleaning Agents: As recommended by respective glazing and sealant compound manufacturer.
  - .2 Joint Backing Material: Polyethylene foam rope, closed cell type, out-sized minimum 50% larger than joint width and compatible with joint sealant.
  - .3 Sealant: Non-bleeding, non-migrating, non-sagging, capable of supporting their own weight, standard colour.
    - .1 Sealant Between Aluminium Framing and Adjacent Construction: ASTM C920, Type S, Grade NS, Class 25, Use NT-M-A, one component, chemical curing, urethane base, Sikaflex 1a by Sika, or Dymonic by Tremco.
    - .2 Sealant for Toe and Heel Beads: ASTM C920, Type S, Grade NS, Class 25, Use NT-M-A, one component, silicone base.
    - .3 Sealant in concealed-sealing of thin joints in metal work: Non-hardening, polyisobutylene or partially vulcanized rubber base

2.3 Storefront Fabrication
- .1 Form work true to detail, free from defects impairing appearance, strength and durability.
- .2 Fabricate aluminium storefronts with an integral, concealed, low-conductance thermal barrier; located between exterior materials and storefront members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.
- .3 Apply sealant to joints within storefront units and components, including junction of frames to provide air/vapour and watertight joints. Do such sealant application in a concealed manner.
- .4 Provide punched louvres or holes through exterior glazing flange for venting and drainage.
- .5 Design mullions and framing members to accommodate glazing units.
- .6 Design, fabricate and install brackets and anchorage devices attached to warm side of thermal break. Make allowance for unevenness and dimensional difference in structure, expansion and contraction of framing members without creating undesirable stresses in components to adequately sustain storefronts, movements in structure, and superimposed wind and rain loads.
- .7 Reinforce and prepare storefront frames for related hardware where applicable.
- .8 Fabricate system with drained glazing cavity between sealed unit and frame into which it is secured to drain out of storefront system to exterior.
- .9 Form continuous sills, stools and flashings with intermediate clips, anchor devices and reinforcement in shop and as far as practical assemble units in shop. Supply filler and closure pieces as required. Fill corners and other open areas within construction with loose insulation.
- .10 Ensure corners of formed work are mitred and closely fitted. Apply back-up sealants designed for this purpose, on inside of joints in aluminum work by this trade. Provide drainage towards exterior at bottom of glazing rebates.
- .11 Deburr and make smooth sharp milled edges and corners of sash frames.
- .12 Construct and erect work free of exposed fasteners. If unavoidable, ensure fasteners are tamper proof.
- .13 Apply 2 shop coats of rust inhibiting primer to steel components. Take other necessary measures to prevent future deterioration due to corrosion and electrolysis during fabrication.
- .14 Welding of component members is permitted providing it does not in any way mar surface appearance. Carry out welding with argon shielded electric arcs to ensure complete fusion of metal. Make joints tight, in true plane, ground and sand smooth, flush with base metal. Do welding on concealed surface.

2.4 Entrance Fabrication
- .1 Preparation for Hardware: Drill and cut to template for hardware. Reinforce frames and door stiles to receive hardware in accordance with manufacturer's recommendations.
- .2 Arrange fasteners and attachments to conceal from view.
- .3 Accurately fit and secure joints and corners. Make joints hairline in appearance.
- .4 Prepare components with internal reinforcement for door hardware.
- .5 Factory glaze and weatherstrip entrances as far as practicable. Secure weatherstripping properly to prevent shrinkage or movement. Ensure it is easily replaceable without use of special tools and is resistant to deterioration by weathering or aging.
  - .1 Glazing: Glass Type GL1, same as storefront.
  - .2 Glazing Stops: Manufacturer's standard snap-in glazing stops with EPDM glazing gaskets.
- .6 Door Frame: Fabricate and assemble units with joints only at intersection of aluminum members with uniform hairline joints; rigidly secure, and sealed in accordance with manufacturer's recommendations.
- .7 Doors Corner Construction: Mechanical clip fastening, sigma deep penetration plug welds and 30mm long fillet welds inside and outside of all four corners. Grind welds smooth.
- .8 Door Hardware:
  - .1 Hinges: Stainless steel, heavy duty mortised butt hinges with non removable pin.
  - .2 Closers: Overhead concealed, heavy duty, complete with integral stop arms or overhead door stops.
  - .3 Locks: Heavy duty, Grade 1, high security type to match existing.
  - .4 Weatherstripping: Manufacturer's standard pile type in replaceable rabbets for stiles; manufacturer's standard EPDM bulb type in door frames.
  - .5 Thresholds: Mill finish aluminum threshold with elastomer weather-strip and counterflashed.

2.4 Aluminium Finishes
- .1 Prefinish exposed to view aluminium surfaces. Ensure aluminium finish is free from blemishes or scratches and uniform in colour and sheen. Pretreat aluminium and apply primer and finish coats in accordance with manufacturer's instructions.
- .2 Color Anodic Finish: AA-M12C22A42/A44, as fabricated nonspecular mechanical finish, medium matte etched chemical finish, architectural class I, integrally colored or electrolytically deposited color coating of minimum 0.018mm thick complying with AAMA 611. Colour Black.

3 Execution

3.1 General
- .1 Apply isolation coating of approximately 0.76mm dry film thickness, or other suitable permanent separator on concealed contact surfaces of dissimilar materials, before assembly or installation where there is possibility of corrosive or electrolytic action with concrete, masonry, mortar, or steel.
- .2 Set work in its correct location, level, square and plumb and at proper elevations, with nominal face of framing aligned in a single vertical plane. Fasten and anchor framing in place. Install in accordance with manufacturer's instructions and reviewed shop drawings.
- .3 Anchor component parts securely in place as indicated, by bolting or other permanent mechanical attachment system, which will comply with performance requirements and permit movement as intended or necessary.
- .4 Clean and restore primer and bituminous paint to surfaces disturbed by field welding or other operations.
- .5 Leave final installation water, air and weather tight.
- .6 Air/Vapour Barrier: Overlap adjacent building air/vapour barrier minimum 75mm with air/vapour barrier supplied with frame. Maintain continuous integrity of air/vapour of envelope system.

3.2 Installation - Entrances
- .1 Install units plumb, level and in accurate alignment. Maintain clearances required for the operation of the units, make clearances uniform in width.
- .2 Adjust operable parts to run smoothly and functioning correctly.
- .3 Install weatherstripping as required to provide a weathertight assembly.
- .4 Set thresholds in bed of mastic and secure.

3.3 Installation - Glazing
- .1 Free rabbets, stops and glass edges of dust, dirt, moisture, oil and other foreign matter detrimental to glazing material adhesion. Ensure drainage holes are not blocked.
- .2 Place two setting blocks under each unit at quarter points. Place spacers on all edges of glass, located directly opposite each other when on both sides of the glass, located at maximum 600mm centres and maximum 300mm from corners and uniformly spaced.
- .3 Install glazing tapes and gaskets to ensure complete contact on surface of glass and stops. Make joints only at corners of sash or frame. Fit accurately with tight joints, free from tension, gaps, cracks and embedded foreign matter.
- .4 Set glass properly centered with uniform bite and face and edge clearance, free from twist, warp or other distortion likely to develop stress.
- .5 Ensure water and air tight seal for glass between glazed element and frame is flush with sight line.
- .6 Perform glazing only when the temperature is above 4 degree C.

3.4 Installation - Sealant
- .1 Prepare and seal joints to provide weathertight seal.
- .2 Apply sealant to joints between storefronts, sills, and other components and adjacent construction both inside and outside to provide weather tight seal on exterior and air/vapour seal on interior. Provide toe bead and/or heal bead of sealant around perimeter or sealed unit to prevent air leakage.
- .3 Apply joint backing to achieve correct joint depth and shape in accordance with manufacturer's instructions.
- .4 Mix, apply and cure sealant in strict accordance with manufacturer's instructions.
- .5 Apply sealant in continuous full beads, using gun with proper size nozzle and sufficient pressure to fill voids and joints solid.
- .6 Form surfaces smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.
- .7 Tool exposed surfaces to slightly concave shape.
- .8 Remove excess compound promptly as work progresses and upon completion.
- .9 Glazing:
  - .1 Provide heel bead at bottom of interior edge of sealed units and up lower 75mm of each vertical to provide a vented glazing cavity.
  - .2 Neatly tool glazing compound at an angle sloping away from glass. Remove excess glazing compound from stops and glass.

3.5 Adjust and Clean
- .1 Maintain work in a clean condition throughout construction period, without deterioration or damage at time of acceptance. Select methods of cleaning which will promote achievement of uniform appearance and stabilized colours and textures for materials that weather or age with exposure. Do not use abrasives.
- .2 Adjust operating devices and leave in perfect working order.
- .3 Immediately prior to cleaning of glass and before building is handed over to Owner, make good damage and disfigurement. Remove protective covering and coating from aluminum surfaces, inside and out, and clean surfaces, remove labels, stripes and protective devices and polish glass surfaces, immediately prior to final acceptance.
- .4 Immediately before Substantial Performance, clean work thoroughly, inside and out. Demonstrate proper cleaning methods to Owner during final cleaning.

REGISTERED ARCHITECT — PROVINCE OF BRITISH COLUMBIA — JUSTIN TAJADOD — NOV 27 2020

DRN BY:	DES BY:	CHK BY:	APR BY:	REV	DESCRIPTION	DRN	CHK	DATE (Y/M/D)
MN	ST			A	ISSUED FOR CLIENT REVIEW	MN	ST	2020/07/22
				B	ISSUED FOR TENDER	MN	ST	2020/11/27

VERIFY SCALE IF PLAN SHEET IS REDUCED — 30 mm

PREPARED FOR: REGIONAL DISTRICT OF NANAIMO

PREPARED BY: AECOM
AECOM Canada Architects Ltd.
4th Floor - 3292 Production Way, Burnaby, B.C. Canada V5A 4R4
T 604.444.6400 F 604.294.8597

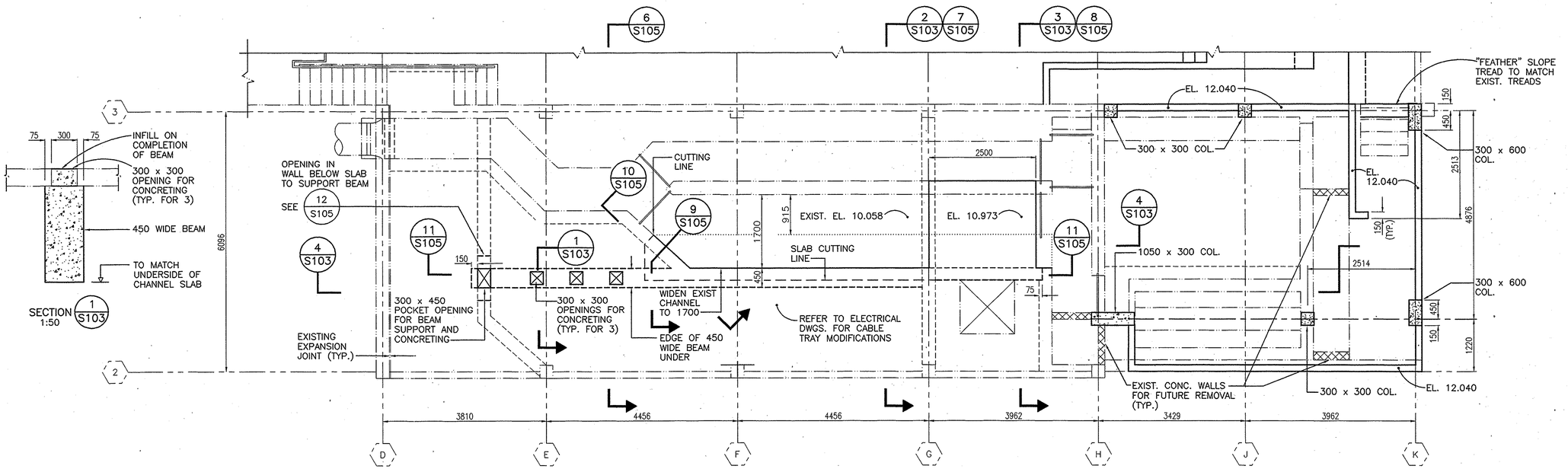
REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK POLLUTION CONTROL CENTRE
STAGE 4 EXPANSION

WINDOW REPLACEMENT DETAILS

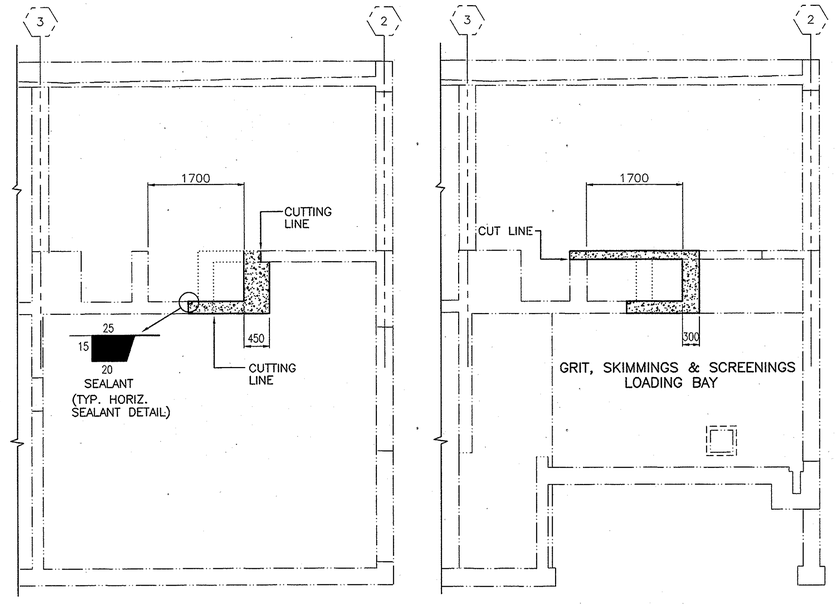
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RELEASE 2.0 (JULY 2008)

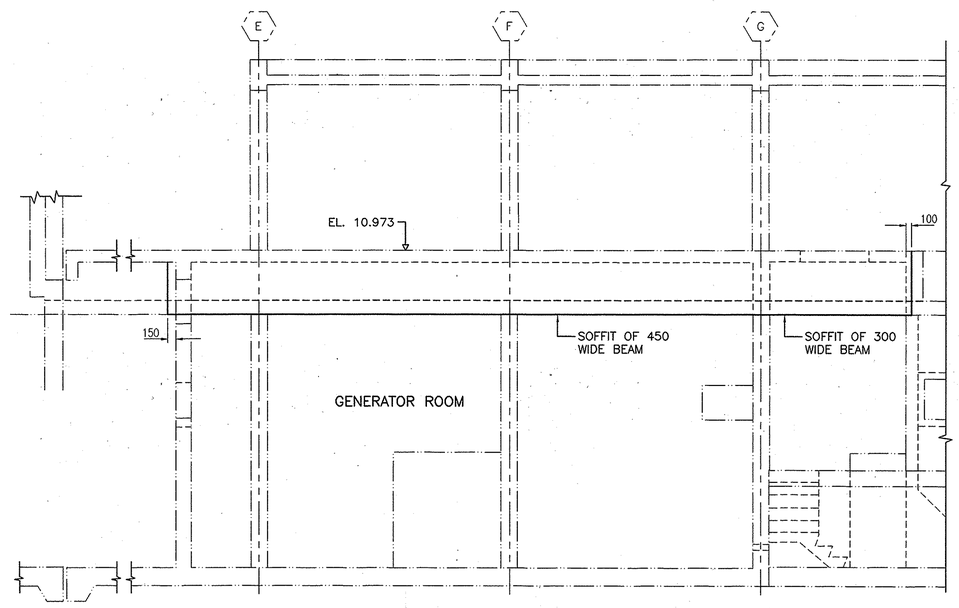


UPPER PLAN – INFLUENT WORKS – EL. 10.970



SECTION 2 S103

SECTION 3 S103



SECTION 4 S103

FC-S-105

PV-INT-265

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REVISIONS	ISSUE	DATE	DRAWN	CHK'D	APP'D	DESCRIPTION
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AutoCAD DRAWING

DESIGNED JWCB/SO
DRAWN TL/DK
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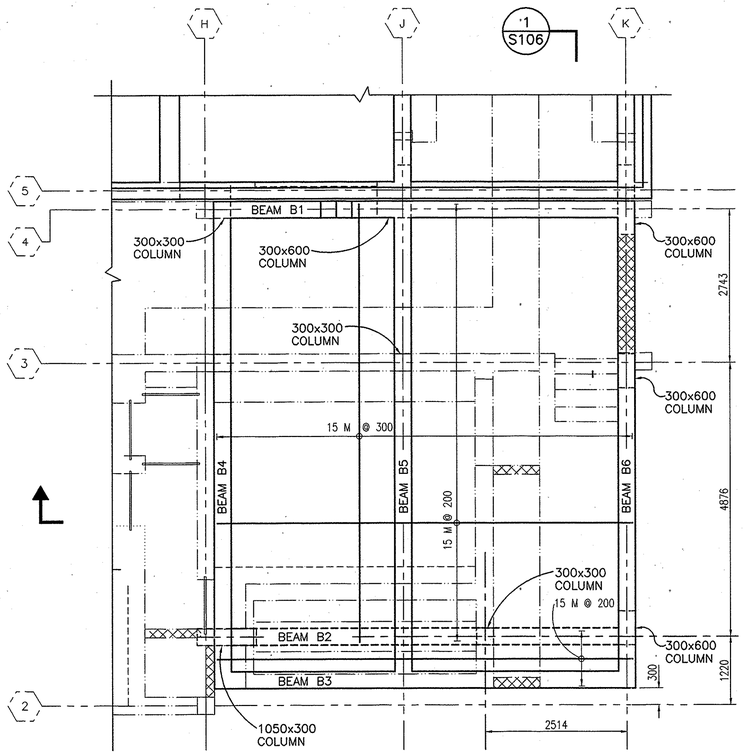
DAYTON & KNIGHT LTD.
Consulting Engineers
JAN 22 1999

REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK W.P.C.C. STAGE 2 EXPANSION
INFLUENT WORKS – PLAN – SECTIONS

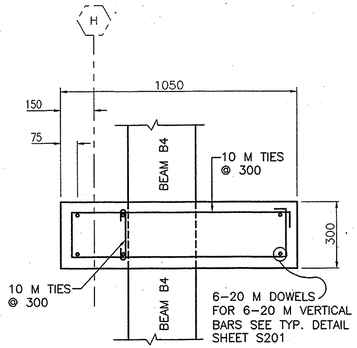
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SHEET 46 OF 180 ISSUE C

S103

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ROOF PLAN



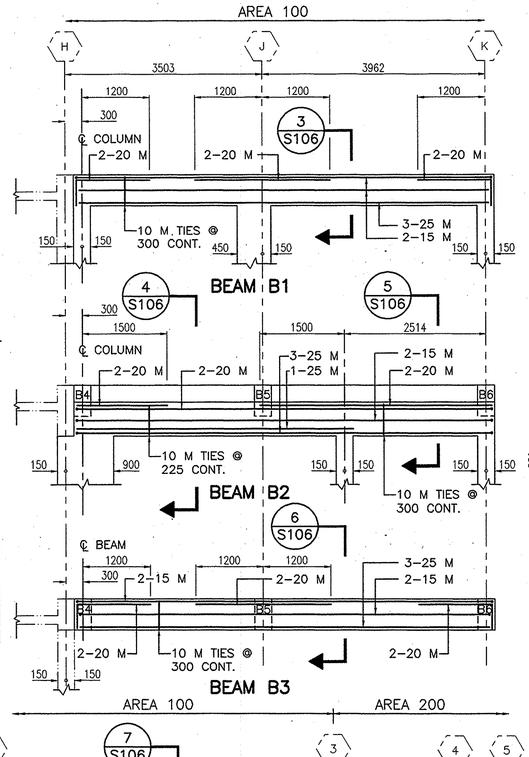
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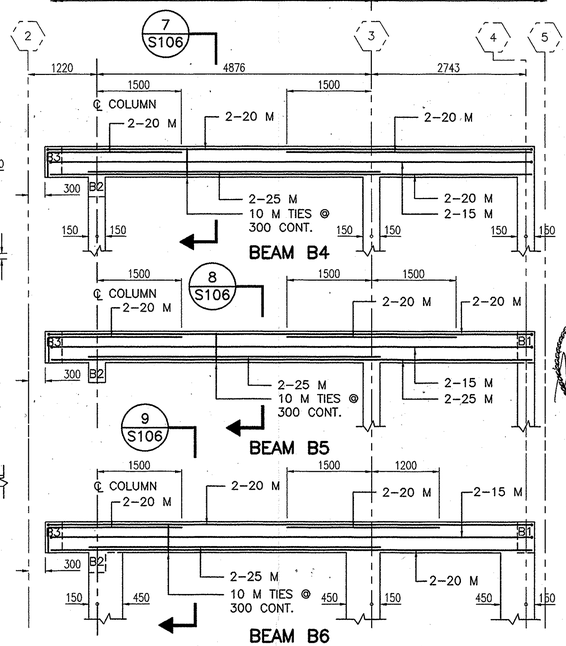
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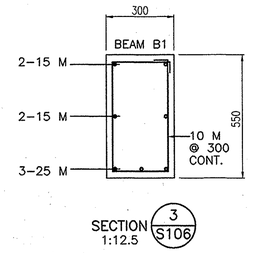
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2 S106

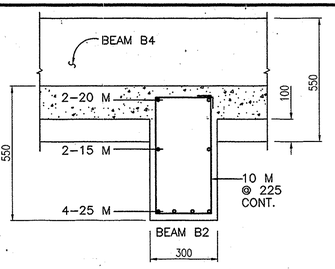
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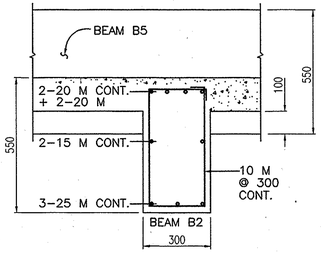




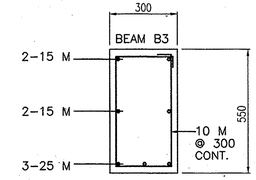
SECTION 3 S106 1:12.5



SECTION 4 S106 1:12.5



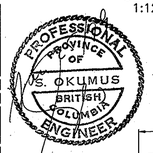
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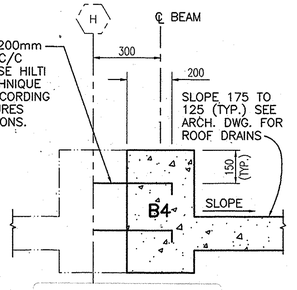
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SECTION 7 S106 1:12.5

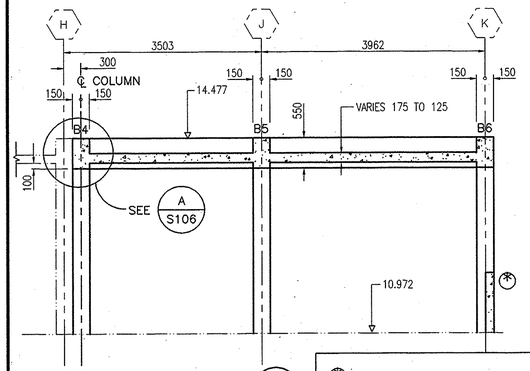
SECTION 8 S106 1:12.5



SECTION 9 S106 1:12.5

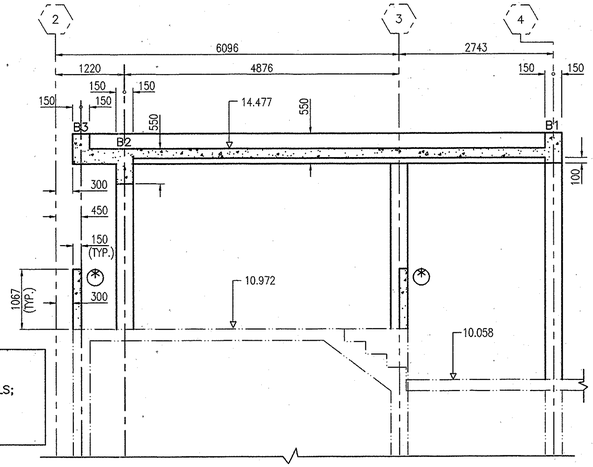


15M DOWELS 200mm LONG @ 450 C/C STAGGERED. USE HILTI INJECTION TECHNIQUE HIT C-100 ACCORDING TO MANUFACTURES RECOMMENDATIONS.



SECTION 2 S106

(*) NOTE :
REINF. FOR PARTITION WALLS;
10 M DOWELS @ 300
10 M @ 300 HORIZ.



SECTION 1 S106

FC-S-168

PV-INT-267

ACAD DWG. S106 1:50 97-05-26

AutoCAD DRAWING	REVISIONS	ISSUE	DATE	DRAWN	CHK'D	APP'D	DESCRIPTION	ISSUE	DATE	DRAWN	CHK'D	APP'D	DESCRIPTION
		B	MAY/97	BDL	JWB	JWB	RECORD DRAWING						

DESIGNED JWCB/SO
DRAWN DK
CHECKED

DAYTON & KNIGHT LTD.
Consulting Engineers
JAN 22 1999

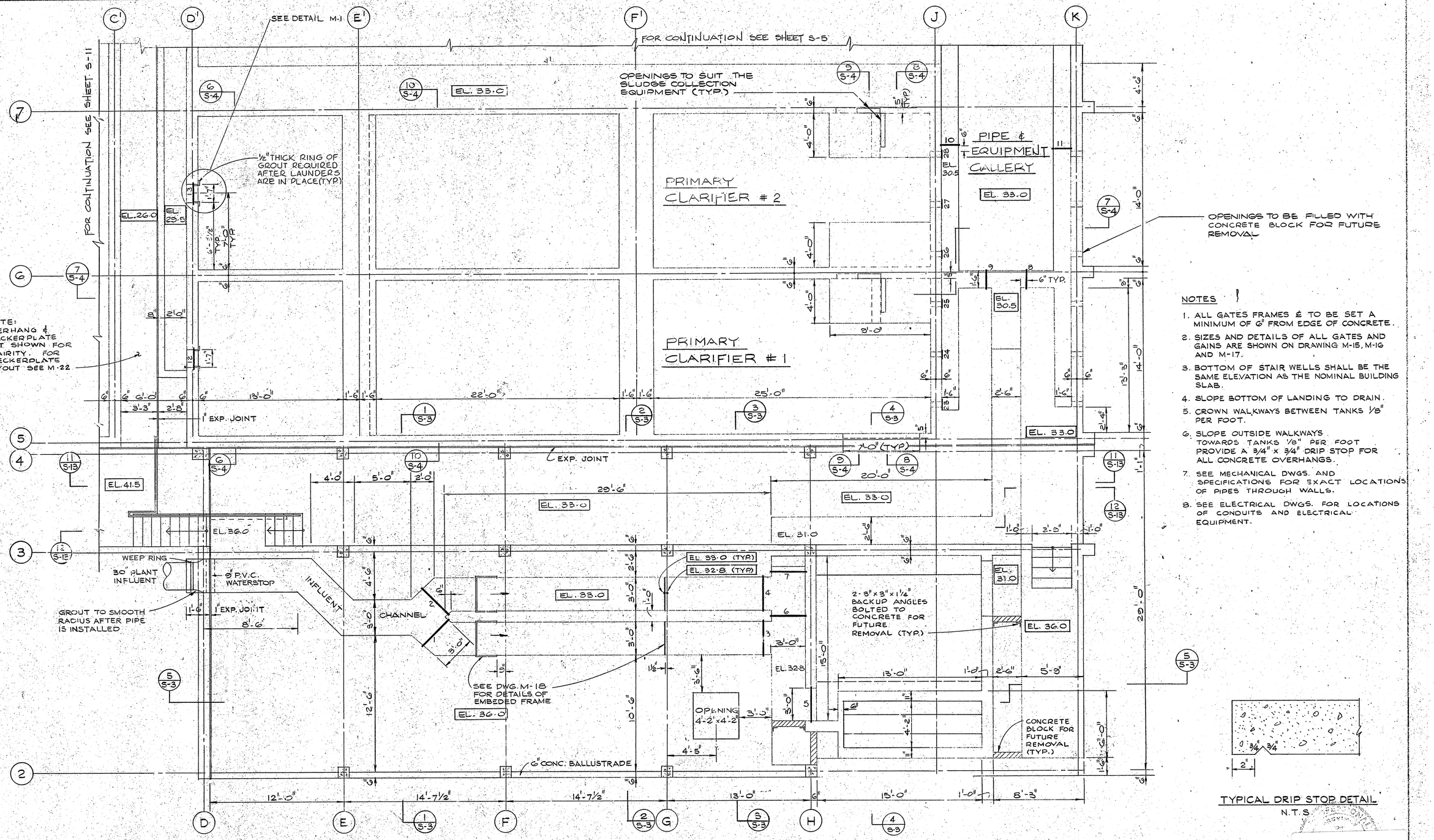
REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK W.P.C.C. STAGE 2 EXPANSION
INFLUENT WORKS – PLAN – BEAMS – SECTIONS – REINFORCING

SCALE: 1:50
DRAWING No. 122.78.1
SHEET 48 OF 180 ISSUE B

S106

c:\acadr13\drawings\122-78-1\s106 Mon Jun 16 15:28:47 1997

PV-INT-148



PLAN

NOTES

1. ALL GATES FRAMES & TO BE SET A MINIMUM OF 6" FROM EDGE OF CONCRETE.
2. SIZES AND DETAILS OF ALL GATES AND GAINS ARE SHOWN ON DRAWING M-15, M-16 AND M-17.
3. BOTTOM OF STAIR WELLS SHALL BE THE SAME ELEVATION AS THE NOMINAL BUILDING SLAB.
4. SLOPE BOTTOM OF LANDING TO DRAIN.
5. CROWN WALKWAYS BETWEEN TANKS 1/8" PER FOOT.
6. SLOPE OUTSIDE WALKWAYS TOWARDS TANKS 1/8" PER FOOT PROVIDE A 3/4" x 3/4" DRIP STOP FOR ALL CONCRETE OVERHANGS.
7. SEE MECHANICAL DWGS. AND SPECIFICATIONS FOR EXACT LOCATIONS OF PIPES THROUGH WALLS.
8. SEE ELECTRICAL DWGS. FOR LOCATIONS OF CONDUITS AND ELECTRICAL EQUIPMENT.

TYPICAL DRIP STOP DETAIL
N.T.S.

FC-S-1001 **PV-INT-148**

REVISIONS	ISSUE	DATE	DR'N	CH'D	APP'D	DESCRIPTION
	C	MAY/78	I.H.	GW	W/R	"AS CONSTRUCTED"
	B	FEB. '77	ADB	GW	W	Issued for construction incorporating Addendum #1 & 2.

DESIGNED E.P.
DRAWN R.M. / R.H.
CHECKED M.H. B.W.

DAYTON & KNIGHT LTD.
CONSULTING ENGINEERS

REGIONAL DISTRICT OF NANAIMO
FRENCH CREEK WATER POLLUTION CONTROL CENTRE
PRIMARY CLARIFIERS-INFLUENT WORKS AREA

SCALE:
DRAWING No. 3
SHEET S-1 OF 44 ISSUE C

REGIONAL DISTRICT OF NANAIMO

BETWEEN: _____ (the "Contractor")

AND: The Regional District of Nanaimo (the "Regional District")

THIS AGREEMENT WITNESSES that the Contractor and the REGIONAL DISTRICT agree as follows:

1. The Contractor shall provide all labour, Contractor's Plant and Equipment and materials required to perform the Work within the required time, as required by the Contract Documents, including:

   (a) this executed Construction Agreement;

   (b) the General Terms and Conditions of Contract;

   (c) any Addenda (attached Schedule 1);

   (d) the Contractor Tender Form (attached Schedule 2);

   (e) the original Contractor Supporting Information, if any (attached Schedule 3)

   (f) the Specifications (attached Schedule 4);

   (g) the Drawings (attached Schedule 5);

   (h) the Standards (attached Schedule 6);

   (i) other relevant documents such as but not limited to letters of clarification and reports or the like included by reference.

2. Upon Substantial Completion, the REGIONAL DISTRICT shall pay the Contractor the Contract Price, as required by the Contract Documents, less any holdback amounts required under the BC Builder's Lien Act.

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

   (a) Up to the Tender Price set out in the accepted Tender Form and;

   (b) Payments made on account of change orders, as may be required by the Contract Documents.

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

4. The Contractor shall commence the Work within 7 Days after issuance of the Notice to Proceed from the REGIONAL DISTRICT, unless the Notice to Proceed states otherwise, and shall attain completion of the Work by [____].

SAMPLE

5. The Contract Documents shall form a part of this Agreement as though recited in full.

6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between REGIONAL DISTRICT and the Contractor with respect to the subject matter of this Agreement.

7. Defined terms in this Agreement shall have the same meanings as set out in the General Conditions, except where the contrary is expressed.

8. In entering into and executing this Agreement, the Contractor has relied on its own examination of the Site, access to the Site, and on all other data, matters and things requisite to the fulfilment of the Work, and on its own knowledge of existing services or utilities along or crossing or in the vicinity of the route or facility to be installed or constructed under this Contract, and not on any representation or warranty of the REGIONAL DISTRICT.

9. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the REGIONAL DISTRICT.

10. No action or failure to act by the REGIONAL DISTRICT or an authorized representative of the REGIONAL DISTRICT shall constitute a waiver of any right or duty afforded any of them under the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. This Agreement shall enure to the benefit of and be binding upon the REGIONAL DISTRICT and the Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.

12. Time shall be of the essence of this Agreement.

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

SAMPLE

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

The Regional District of Nanaimo by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the REGIONAL DISTRICT by:

Signature: _____

Name: _____

Title: _____

[CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__:

SIGNED on behalf of the Contractor by:

Signature: _____

Name: _____

Title: _____

SAMPLE

SCHEDULE 1 – ADDENDA

SAMPLE

SCHEDULE 2 – SUPPLY CONTRACTOR TENDER FORM

SAMPLE

SCHEDULE 3 – SUPPLY CONTRACTOR SUPPORTING INFORMATION

SAMPLE

SCHEDULE 4 - SPECIFICATIONS

Title	Ref.No.	Date	Rev
See drawing A-003			

SAMPLE

SCHEDULE 5 - DRAWINGS

Title	Dwg.No.	Date	Rev
Window Replacement Details (sheet 1)	A-001	27Nov2020	B
Window Replacement Details (sheet 2)	A-002	27Nov2020	B
Window Replacement Details (sheet 3)	A-003	27Nov2020	B
Influent Works Area – Primary Clarifiers (structural)	FC-S-1001	May1978	C
Plan and Sections – Influent Works (structural)	FC-S-105	May1997	C
Beams, Sections and Reinforcing – Influent Works (structural)	FC-S-168	May1997	B

SAMPLE

SCHEDULE 6 – STANDARDS

Title	Std.No.	Date	Rev
None	None	None	

SAMPLE

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

GENERAL TERMS & CONDITIONS OF CONTRACT

PART 1 LAW APPLICABLE

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

PART 2 PRIME CONTRACTOR DESIGNATION

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

a) WorkSafeBC *Occupational Health and Safety Regulation,* Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

c) General Requirements, Section 3.10 WorkSafe BC.

PART 3 QUALITY OF WORK AND MATERIALS

The whole of the materials and/or the Work, whether or not so stated herein, shall be done in the most substantial and professional manner with new materials, articles, equipment and work of the best quality and description and by employment of properly skilled trades and in strict conformity with and as required by this contract to the satisfaction of the REGIONAL DISTRICT whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

Materials are to be installed or incorporated into the Work applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

PART 4 JUDGE OF WORK AND MATERIALS

The REGIONAL DISTRICT shall be the final judge of all work, materials, and plants in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.

All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction.

Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

PART 5 RECTIFICATION OF DAMAGE AND DEFECTS

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

PART 6 WARRANTY AND GUARANTEE

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

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

PART 7 ASSIGNMENT

The Contractor shall not assign, sub-contract or let out as task work any part of the Work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the REGIONAL DISTRICT; which consent the REGIONAL DISTRICT may withhold in its absolute discretion. If the REGIONAL DISTRICT should consent to any such assignment, sub-contracting or letting out as task work of all or any part of the Work, the Contractor shall by reason thereof be in no ways relieved from his responsibility for the fulfillment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor himself.

PART 8 TERMINATION

The REGIONAL DISTRICT may by written notice to the Contractor terminate the whole or any part of this contract in any one of the following circumstances:

a) If the Contractor fails to perform the Work within the time specified herein or any extension thereof.

b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in any of these circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the REGIONAL DISTRICT may authorize, in writing, after receipt of notice from the REGIONAL DISTRICT specifying any such failure.

d) In the event that the Contractor performs any act or does anything by which the REGIONAL DISTRICT shall incur any liability whatsoever.

e) The REGIONAL DISTRICT may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.

f) In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the REGIONAL DISTRICT requiring the REGIONAL DISTRICT to pay to such creditor or to a sheriff or other public official or to the Court any portion of the consideration due to the Contractor under this Contract.

g) In the event that the Contractor shall be adjudged bankrupt or if it should make a general assignment for the benefit of creditors or if it becomes insolvent or is appointed by a creditor of if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

Upon termination of the Contract as aforesaid, the REGIONAL DISTRICT shall have no obligation to the Contractor except for such labour and materials as have been supplied or performed up to the date of the termination of the Contract.

PART 9 STATUTES, MUNICIPAL BY-LAWS AND PERMITS

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

PART 10 SITE INSPECTION

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

PART 11 USE OF PREMISES

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

PART 12 DAMAGE TO PERSON AND PROPERTY

The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor, or its employees.

PART 13 CLEAN UP

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

PART 14 CURRENCY OF PAYMENT

All reference to money in this Contract shall refer to and mean lawful money of Canada.

PART 15 DAMAGES FOR DELAY

If the work is not completed and/or the materials delivered before or upon the expiration of the time limited therefore all costs which the REGIONAL DISTRICT shall be put to by reason thereof shall be charged to the Contractor.

PART 16 PAYMENTS

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

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

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

PART 17 CHANGE ORDERS

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

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

PART 18 PROTECTION OF REGIONAL DISTRICT AGAINST CLAIMS

The Contractor shall assume the defense of, and indemnify and hold harmless the REGIONAL DISTRICT and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of this contract and in subsequent use and/or operation by the REGIONAL DISTRICT.

PART 19 INSURANCE

Insurance Obtained by Contractor

General

The Contractor shall itself and cause each subcontractor to obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.

Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury, death, and property damage coverage in an amount of not less than $2,000,000 per occurrence, indicating that the REGIONAL DISTRICT is added as Additional Insureds. The policy shall include Premises and Operations Liability; Contractor's Protective Liability with respect to the Operations of sub-contractors; Completed Operations Liability; Contractual Liability; Non-Owned Automobile Liability; and a Cross Liability and/or Severability of Interest clause protecting each insured to the same extent as if they separately insured.

The policy shall also contain a clause providing that the REGIONAL DISTRICT will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the REGIONAL DISTRICT.

The Contractor shall file with the REGIONAL DISTRICT, prior to the commencement of work, a certificate of insurance in a form acceptable to the REGIONAL DISTRICT evidencing this policy. The Contractor shall also file with the REGIONAL DISTRICT evidence of the renewal on this policy. The Contractor is responsible for paying all deductibles.

Automobile Third Party Liability Insurance

A Standard Owner's Form Automobile Policy for each vehicle used in the performance of the Contract and regulated by the Insurance (Motor Vehicle) Act or similar legislation. The Third Party Legal Liability Limits are to be in an amount not less than $2,000,000 per occurrence.

Contractor's Equipment Insurance

The Contractor shall maintain an All Risk insurance policy covering all construction equipment, mobile equipment, miscellaneous equipment, tools, office contents and other miscellaneous property whether owned, leased or rented or for which the Contractor may be responsible, that is used in any way in connection with this Contract.

Other Insurance

The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

Waiver of Subrogation

Each insurance policy obtained by the Contractor or any subcontractor shall include the following clause:

"Waiver of Subrogation

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder, the insurer will waive its right of subrogation against the REGIONAL DISTRICT and any of their servants, agents, employees, parent, subsidiary, affiliated or related firms."

PART 20 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such a delay or failure is due to fire, flood, explosion, war, embargo, governmental action, pandemic, epidemic, act of public authority, act of god or to any other cause beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last longer than 30 calendar days, the REGIONAL DISTRICT may terminate this agreement immediately by written notice to the contractor without further liability, expense, or cost of any kind.

PART 21 DISPUTE RESOLUTION

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

(a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and
(b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

21.2 If the parties are unable to negotiate a resolution within 30 days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre (BCICAC), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator.

21.3 The parties will be responsible for their own costs under the dispute resolution process set out in this part 21.0.

PART 22 INDEPENDENT CONTRACTOR

The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the REGIONAL DISTRICT or that any agency, joint venture or partnership exists between the *Contractor* and the *REGIONAL DISTRICT*.