



## **REQUEST FOR PROPOSALS No. 22-058**

### **Church Road Transfer Station Tipping Floor Resurfacing**

**ISSUED: June 7, 2022**

#### **CLOSING DATE AND TIME:**

Submissions must be received on or before:  
**3:00 PM (15:00 hrs) Local Time on June 28, 2022**

#### **Submissions and Questions are to be directed to:**

Kevin Guizzetti  
Superintendent, Scale and Transfer Services  
Regional District of Nanaimo  
250-722-2044 Ext. 3225  
kguizzetti@rdn.bc.ca

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

#### **Proponent's Information Meeting:**

A non-mandatory site meeting will be held June 14, 2022, at 10:00am at the Church Road Transfer Station, located at 860 Church Rd Parksville B.C. Please wear safety footwear and high visibility vest.

Proposals will not be opened in public



## **1. Instructions to Proponents**

### **1.1 Closing Date/Time/Submission Method**

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on June 28, 2022.

Submission Method:

By Email: In PDF format with “**22-058 CRTS Tipping Floor Resurfacing**” as the subject line at this electronic address:

[kquizzetti@rdn.bc.ca](mailto:kguizzetti@rdn.bc.ca)

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

### **1.2 Amendment to Proposals**

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

### **1.3 Addenda**

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (<https://www.rdn.bc.ca/current-bid-opportunities>) website only. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP 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 amendments are included prior to submitting their final Proposal submission.

### **1.4 Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

### **1.5 Unsuccessful Vendors**

The Regional District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



## **2. INTRODUCTION**

The purpose of this Request for Proposal is to solicit submissions from experienced and qualified firms to prepare, supply and install a tipping floor wear slab or coating for the Regional District of Nanaimo (RDN) commercial transfer building at the Church Road Transfer Station (CRTS) located at 860 Church Road, Parksville B.C.

## **3. BACKGROUND**

The current commercial tipping floor at the CRTS is 12 years old and due for resurfacing. The original floor was constructed with an 8" concrete structural slab with a 4" Lafarge "EXTENSIA" concrete wear slab. Over the years this slab has deteriorated and cracked from approximately 19,000 tonnes of Municipal Solid Waste (MSW) and 4,200 tonnes of organic materials processed on it annually. In addition to the corrosive materials, heavy equipment with hardened steel cutting edges is used to clear, scrape and load materials daily. The equipment is around 30,000 lbs. For pictures and shop drawings please refer to Appendix A.

## **4. SCOPE OF SERVICES**

The scope of services is as follows:

- The floor coating or slab must function with all existing infrastructure.
- The RDN is open to all materials for this coating or slab.
- The thickness will be dependent on vendor recommendations.
- Provide testing and reports to ensure new topcoat or slab will bond to 8" concrete structural slab.
- Provide core testing and reports to confirm condition and life of 8" concrete structural slab.
- Preparation of the existing floor.
- Installation of coating or slab.
- Timeline for each individual receiving area and job completion.
- 5-10year Warranty of product(s).
- There are two areas due for replacement.
  - Area one is the commercial Municipal Solid Waste (MSW) receiving area, which is ~3,590 sq. ft.
  - Area two is the Organic (food waste) receiving area, which is ~3,075 sq. ft.
  - Both areas are in our commercial transfer building with a total flooring area of ~6,665 sq. ft.
- Vendor will be designated as Prime Contractor.

All measurements are approximate and should be confirmed by vendor.



## **5. DELIVERABLES AND OUTCOMES**

The transfer station is open 7 days a week from 7:15am to 5:00pm, excluding statutory holidays. CRTS is the receiving station for the surrounding area residents, commercial haulers and RDN curbside collection trucks, which tip at CRTS daily. CRTS will remain open during all construction. The traffic volumes are slower annually during January-February and August. The RDN would like to have the work completed between August 8, 2022 - August 26, 2022. To maintain site operations and have minimal disruptions to services and residents, the RDN would like to complete construction in as short a timeline as possible.

## **6. REFERENCE/BACKGROUND INFORMATION**

Please see 10. Appendix A Pictures and Shop Drawings.

## **7. PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

- a) Corporate background, history, and areas of expertise;
- b) Technical specifications and methodology;
- c) Identify challenges, constraints and obstacles in the project and advise strategy to minimize;
- d) Layout the plan to accomplish the project including timelines and key milestones;
- e) Describe how your firm will monitor the project progression and provide regular status reports;
- f) Describe your quality management process and any certifications;
- g) Lump sum price, including all applicable taxes, in Canadian dollars that includes all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses to perform the work in a turnkey manner.

Proposals will be evaluated on the following basis 50% Technical, 50% Financial. The evaluation committee will base the technical portion on the following criteria: Construction timeline and completion date, resurfacing material and expected life, expertise in field, warranty length.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e.  $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$ .

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the



RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

#### **8. PROPOSED PURCHASE CONTRACT**

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

#### **9. GENERAL CONDITIONS**

##### **9.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

##### **9.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

##### **9.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

##### **9.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



### ***9.5 Solicitation of Board Members and RDN Staff***

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

### ***9.6 Litigation Clause***

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

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent 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 Proponent.

### ***9.7 Exclusion of Liability***

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

### ***9.8 Ownership of Proposals***

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

### ***9.9 Freedom of Information***

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

**10. APPENDIX A.**

**10.1 Shop drawings**

Please see attachment 1-CRTS Shop Drawings-Commercial TF

**10.2 Tipping Floor Pictures**

















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.
2. The REGIONAL DISTRICT shall pay the Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price, including all applicable taxes, shall be the sum in Canadian Dollars of the following:
  - (a) \$ \_\_\_\_\_, and
  - (b) any payments made on account of changes, 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 [\_\_\_\_].
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 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.

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: \_\_\_\_\_

**END OF SECTION**



## **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 Contractor, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

#### **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 or 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. Contractor will make their own provisions for power, water and washrooms if required.

## **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 or the schedule. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work or the schedule or both, the contract price and schedule 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

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 \$5,000,000 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. The parties will be responsible for their own costs under the dispute resolution process.

**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*.

**PART 23 HOURS OF WORK**

Unless alternate arrangements have been made in writing with the authority (ies) with jurisdiction, no work will be permitted outside the hours defined below:

“Before 7:00 a.m. or after 9:00 p.m., Monday to Saturday and before 9:00 a.m. or after 9:00 p.m., on Sundays and Statutory Holidays.”

SAMPLE



CONCRETE BEAM SCHEDULE			
MARK	SIZE (DxW)	REINFORCING	u/s BEAM EL
CB1	24" x 18"	2-25M TOP, 2-15M MID., 6-25M BOT., 10M TIES @ 12"	97'-8"
CB2		SEE SECTION "1" ON S401	98'-5 1/2"
CB3		SEE SECTION "5" ON S401	98'-5 1/2"
CB4	18 1/2" x 20"	3- 15M TOP, 3- 25M BOT., 10M TIES @ 12"	98'-5 1/2"
CB5	12" x 16"	3- 15M TOP, 3- 15M BOT., 10M TIES @ 12"	105'-0"

OPERATIONS FLOOR WALL SCHEDULE		
MARK	THICKNESS	REINFORCING
CW4	8"	15M @ 12" VERT. 15M @ 16" HORIZ. TYP. EA. FACE w/ EXTRA 15M @ TOP
CW5	8"	15M @ 12" VERT. 15M @ 12" HORIZ. MID. w/ EXTRA 15M @ TOP
CW6	8"	15M @ 12" VERT. 15M @ 16" HORIZ. TYP. EA. FACE w/ EXTRA 15M @ TOP
CW7	10"	15M @ 12" VERT. 15M @ 16" HORIZ. TYP. EA. FACE w/ EXTRA 15M @ TOP

NO.	DATE	ISSUED FOR
A	2009.06.04	REV. REVIEW
B	2009.09.24	REV. TENDER COORDINATION
C	2009.10.05	TENDER
D	2009.11.25	CONSTRUCTION

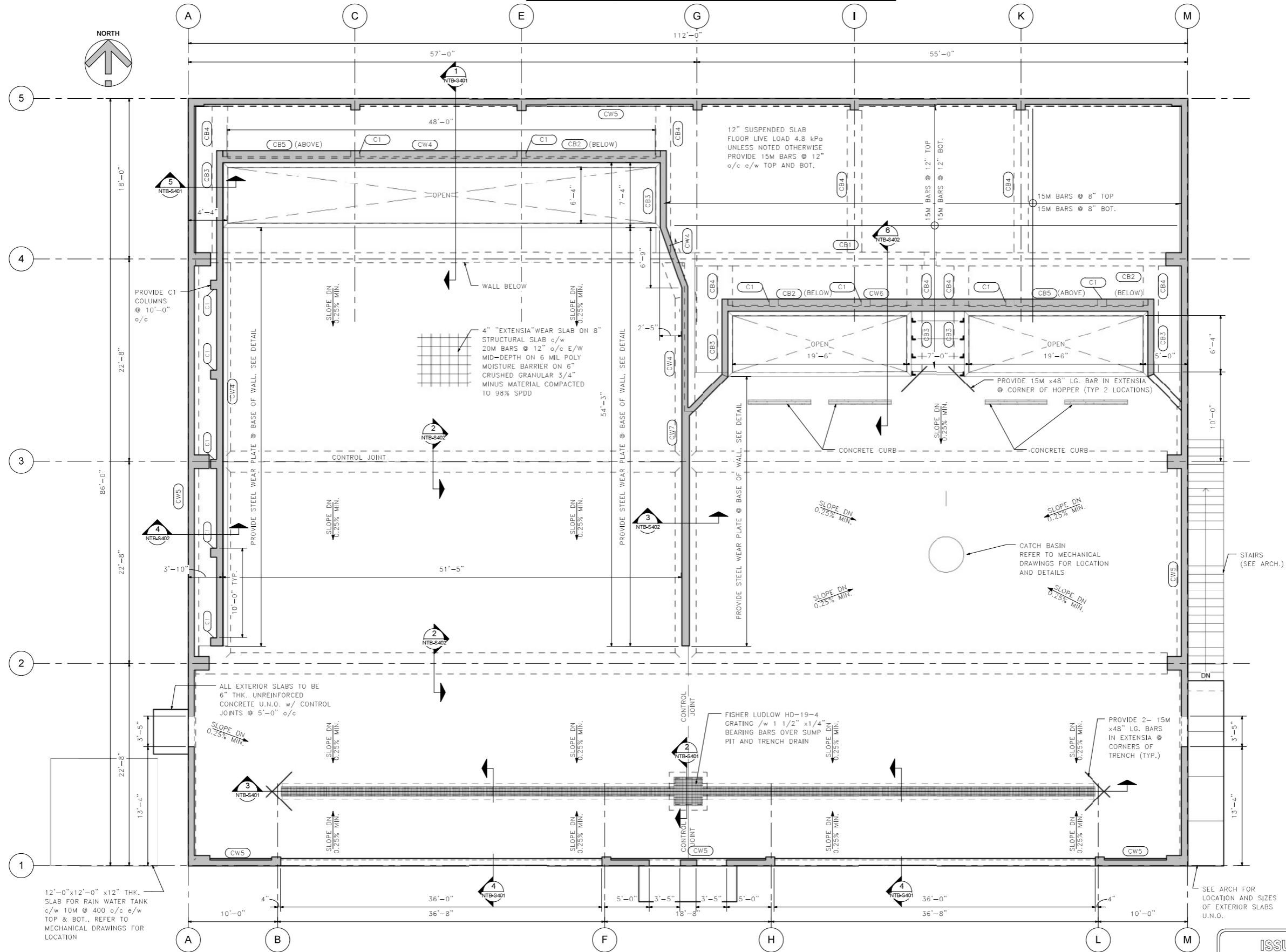
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**REGIONAL DISTRICT OF NANAIMO**  
 6300 Hammond Bay Road  
 Nanaimo, BC V9T 6N2  
 Tel: 250-390-4111 Fax: 250-390-4163

**NEW TRANSFER BUILDING  
 RETROFIT, REDEVELOPMENT AND EXPANSION  
 CHURCH ROAD TRANSFER STATION**  
 860 CHURCH ROAD, PARKSVILLE, B.C.

**OPERATIONS FLOOR  
 PLAN @ 100'-0"**

DESIGNED	ENGINEERS SEAL
SJS	
DESIGN REVIEW	
SJS	
DRAFTED	
BDW	
DRAWING REVIEW	
SJS	
PROJECT NO.	DATE
2065-001	2009/06/03
SCALE	SHEET
AS SHOWN	3 of 10
DRAWING NO.	REV
NTB-S201	1



**FLOOR PLAN @ 100'-0"**  
 3/16" = 1'-0"

**ISSUED FOR  
 CONSTRUCTION**