



Invitation to Tender No. 24-045 Church Road Transfer Station Buildings Reworks

The Regional District of Nanaimo, hereinafter referred to as the "Regional District", invites Tenders for the Church Road Transfer Station Buildings 1 & 2 Reworks located at 860 Church Road, Parksville, B.C.. The work is requested to be completed by March 28, 2025 or earlier.

Brief description of the project:

- a) Building 1: Overhead Door and Roofing Reworks
- b) Building 2: Trench Drain Reworks

Tenders are to be submitted **via email** in PDF format with "24-045 Church Road Transfer Station Buildings Reworks" as the subject line to Kevin Guizzetti at KGuizzetti@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00:00 p.m. local time on the October 9, 2024** (the "Tender Closing"). The Owner will not be responsible for any technological delays. It is the Tenderer's sole responsibility to ensure their Tender is received when, where and how it is specified in this document. Tenders received in any other manner will not be accepted.

A Non-Mandatory site visit is scheduled for September 19, 2024 at 10:00 a.m. to view the site, take any measurements and ask any questions. Contractors will need to wear safety boots and high visibility vests.

All enquiries related to this Tender are to be directed in writing to, Kevin Guizzetti at KGuizzetti@rdn.bc.ca

Tenders will not be opened in public. The Regional District will endeavor to post unverified bid results by 10:00 a.m. the business day following the Tender Closing.

Each Tender Form received from a Tenderer must be accompanied by a **verifiable digital E-Bid Bond** in the amount equal to TEN PERCENT (10%) of the TOTAL AMOUNT OF TENDER and a **verifiable digital Consent of Surety** as defined by the Surety Association of Canada. <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>

The successful Tenderer will be required to submit a 50% Labour & Materials Bond and a 50% Performance Bond.

Tenders must remain valid for sixty (60) days following the closing time and date.

The Owner reserves the right to reject any or all tenders, to accept the tender deemed most favourable in the interests of the Owner. The lowest or any tender may not be accepted.

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement. The Regional District's language in its procurement documents shall be English.



Regional District of Nanaimo

Invitation to Tender No. 24-045

Church Road Transfer Station Buildings Reworks

Issue Date: September 11, 2024

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PART 1 INVITATION**1.1 INVITATION TO TENDER**

The Regional District of Nanaimo (the “Regional District”) invites tenders for the Church Road Transfer Station Buildings Reworks located at 860 Church Road, Parksville B.C..

1.2 DESCRIPTION OF WORK

- a) Building 1: Overhead Door and Roofing Reworks
- b) Building 2: Trench Drain Reworks

As per the Drawings and Specifications by Stantec.

1.3 TENDER SUBMISSION

- 1.3.1 Tenders will be submitted **via email** in PDF format with “24-045 Church Road Transfer Station Buildings Reworks” as the subject line to Kevin Guizzetti at KGuizzetti@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on the October 9, 2024** (the “Tender Closing”). The Owner will not be responsible for any technological delays. It is the Tenderer’s sole responsibility to ensure their Tender is received when, where and how it is specified in this document.
- 1.3.2 Electronically submitted Tenders will be deemed to be successfully received at the time as posted on the incoming email on the RDN’s server.
- 1.3.3 Tenders received after the Tender Closing date and time will not be considered by the Regional District.
- 1.3.4 The submission of a Tender constitutes the agreement of the Tenderer to be solely responsible for all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.

PART 2 TENDER DOCUMENTS

- 2.1 Documents may be viewed and obtained directly from the Regional District of Nanaimo website at www.rdn.bc.ca or the BC Bid website at www.bcbid.gov.bc.ca

PART 3 PRE-TENDER ENQUIRIES AND ADDENDA

- 3.1 Enquiries should be addressed to:

Kevin Guizzetti

Email: KGuizzetti@rdn.bc.ca

Please Note: The Project Manager named above is the only valid contact for enquiries. No explanation, interpretation, or clarification of the Tender Documents by any other person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

- 3.2 Any requests for explanations, interpretations or clarifications made by Tenderers should be submitted in writing to the Regional District at least seven (7) calendar Days before Tender Closing to allow enough time for a response.
- 3.3 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion or revision of the Tender Documents is required then the Regional District will issue a written addendum. Notice of the issuance of a written addendum, and the issued written addendum, will be posted on the Regional District of Nanaimo website www.rdn.bc.ca and the BC Bid website www.bcbid.gov.bc.ca. It is the sole responsibility of all prospective Tenderers to check for any addenda prior to submitting their Tender.
- 3.4 All Addenda issued by the Regional District shall be incorporated into and become part of the Tender Documents.
- 3.5 If a Tenderer finds any errors, omissions, or discrepancies in the Tender Documents, it shall immediately notify the Regional District in writing.
- 3.6 No oral explanation, interpretation, or clarification of the Tender Documents by any person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

PART 4 INSPECTION OF SITE

- 4.1 It is the responsibility of the Tenderer to examine the Work Site before submitting a Tender. It is the Tenderer's responsibility to be familiar with and allow for all site conditions which might affect the Work and the Tender. The Regional District will not grant, and the Tenderer will not be entitled to any additional payments or extensions of time due to site conditions which were or would have been reasonably foreseeable upon a proper inspection of the Work Site by the Tenderer.
- 4.2 The submission of a Tender by the Tenderer shall be deemed to be an acknowledgement that the Tenderer has relied and is relying on its own examination of the Work Site, and all other matters related to the completion of Work.
- 4.3 The Tenderer shall comply with all applicable regulations of the Workers' Compensation Board of British Columbia while attending the Work Site.

PART 5 COMPLETION OF TENDER DOCUMENTS

- 5.1 The Tenderer should complete the Tender Form in ink or in type.
- 5.2 All prices are to be in Canadian currency. Prices shall include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Work Site, packing, crating, freight, cartage, shipping charges, unloading, installation, overhead, profit and all tariffs, duties, and taxes (excluding GST). The applicable Federal Goods and Services Tax (GST) shall be shown as a separate item in the Tender Price.

PART 6 BID SECURITY

- 6.1 The Tenderer shall submit, with its Tender, a deposit in the form of **a verifiable digital bid bond (the "Bid Bond")** in favour of the Regional District of Nanaimo signed and sealed by the Tenderer and the Tenderer's Surety. The form of Bid Bond shall be in the form acceptable to the Regional District. The Bid Bond shall equal ten percent (10%) of the Tender Price. **A verifiable digital Consent of Surety** shall also be submitted with the Tender. <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>
- 6.2 The Regional District will retain the Bid Bond of the successful Tenderer until:
- (1) the successful Tenderer has executed the Agreement;
 - (2) the successful Tenderer has provided all bonding and documentation in accordance with Section 00100, Clauses 15.2 and 15.3.
- 6.3 All bonds and documentation required by Section 00100, Part 6 shall be issued by a company licensed to transact business in the Province of British Columbia. **All required bonds and documentation should be verifiable and in a digital format as defined by the Surety Association of Canada.** <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>. **Scanned photocopies and facsimiles, including those under seal, may result in the rejection of the Tender.**

PART 7 BID RIGGING

- 7.1 The Tenderer's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.
- 7.2 The Tenderer shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's tender and prepare the tender without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Tender for the same work.

PART 8 SOLICITATION

8.1 The Tenderer may not make any representations or solicitations to any director, officer, or employee of the Regional District with respect to the Tender either before or after submission of the Tender except as provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Tenderer communicates with any director, officer or employee of the Regional District or any consultant engaged by the Regional District in connection with this Invitation to Tender about this Invitation to Tender, other than the person named under Part 3 – Pre-Tender Enquiries and Addenda, the Regional District shall have the unfettered right, regardless of the nature of the communication, to reject the Tender submitted by the Tenderer.

PART 9 CONDITIONS OF TENDER

9.1 Tenders which contain qualifying conditions or otherwise fail to conform to the requirements of the Tender Documents may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or for failure to comply with the process for submission set out in this Section 00100.

PART 10 SUBMISSION OF TENDER

- 10.1 Tenders should be submitted **via email** in PDF format with “24-045 Church Road Transfer Station Buildings Reworks” as the subject line to Kevin Guizzetti at KGuizzetti@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on the October 9, 2024** (the “Tender Closing”).
- 10.2 All Tenders shall be signed by authorized officers in the case of the Corporate Firm and in the case of an individual partnership or non-incorporated organization, shall be signed and witnessed.
- 10.3 It is solely the responsibility of the Tenderer to ensure that it has obtained, prior to the Tender Closing, all Addenda issued by the Regional District.
- 10.4 The Regional District may not accept an amendment to a previously submitted Tender unless:
- (1) it is in writing;
 - (2) it is electronically received via email prior to the Tender Closing with the email entitled: “24-045 Church Road Transfer Station Buildings Reworks —Tenderer’s Name”.
 - (3) it indicates a change to a Tender already submitted; and

- (4) it is signed by the person or persons who signed the original Tender.
- 10.5 Tenderers shall be solely responsible for the completion and delivery of Tenders and any amendments in the manner and time specified by Section 00100, Part 10. No extension of the Tender Closing will be given to accommodate Tenderers or amendments to Tenders that do not comply with the requirements of Section 00100, Part 10.

PART 11 VARIATION TO TENDER DOCUMENT

- 11.1 If the Tenderer wishes to propose any variations to the specifications and/or terms and conditions, it should submit the proposed variations to the contact person for enquiries as identified in Section 00100, Clause 3.1 at least seven (7) calendar Days before the Tender Closing, otherwise the variations may not be considered by the Regional District. The acceptability of any such variations will be at the Regional District's sole and unfettered discretion.
- 11.2 Requested variations should be submitted in sufficient detail to facilitate evaluation by the Regional District.
- 11.3 Approved variations will be incorporated in the specifications and/or terms and conditions by the issuance of Addenda posted on the RDN website and BC Bid website.
- 11.4 Unless otherwise expressly stated in the Tender, the Tenderer agrees to accept without reservation or amendment, the whole of the specifications and Tender Documents.
- 11.5 Variations to the specifications not submitted in accordance with 11.1 above will only be considered if they are: (a) submitted by the otherwise wholly compliant and lowest bidder; (b) in sufficient detail and in the same format as the original specification, including cost implications, to facilitate evaluation by the Regional District; and (c) acceptable to the Regional District. Variations to the specifications not submitted in accordance with 11.1 and not in accordance with (a), (b) and (c) above will not be considered.
- 11.6 If the Regional District stipulates a completion date herein, and the Tenderer is unable to commit to this date, the Tenderer may submit a Tender stating the Tenderer's best possible completion date. The acceptability of such completion date will be at the Regional District's sole and unfettered discretion and may be justification for rejecting the Tender.

PART 12 IRREVOCABILITY OF OFFER

- 12.1 The Tender submitted by the Tenderer shall be irrevocable and remain open for acceptance by the Regional District for a period of 60 Days from the Tender Closing, whether another Tender has been accepted or not. If at any time after 60 Days from the

Tender Closing, the Tenderer has not revoked its Tender in writing, the Regional District may accept the Tender.

12.2 If a Tenderer, for any reason whatsoever, purports to revoke its Tender within 60 Days from the Tender Closing, or if for any reason whatsoever a successful Tenderer does not execute and deliver the Agreement in accordance with Section 00100, Clause 15.1, the Regional District, without limiting any other remedy it may have under the Tender Documents or otherwise, shall be entitled to:

- (1) exercise its rights under any Bid Bond and retain the amount payable to the Regional District under the Bid Bond as liquidated damages; or
- (2) require the Tenderer to pay to the Regional District an amount equal to the difference between the Tender price of its Tender and any other Tender which is accepted by the Regional District, if such other Tender is for a greater price, plus the total of all costs, expenses, and damages, including legal fees on a solicitor and own client basis, incurred by the Regional District because of or related to such revocation or failure by the Tenderer.

PART 13 TENDER OPENING

13.1 **Tenders will not be opened in public.** The Regional District of Nanaimo will endeavour to make available the unevaluated results of the Tender to Bidders by 10:00 a.m. the business day following the Tender Closing. The Regional District of Nanaimo wishes to thank all Tenderers for their effort in responding to this bidding opportunity.

PART 14 ACCEPTANCE AND REJECTION OF TENDERS

14.1 Notwithstanding any other provision in the Tender Documents, any practice or custom in the construction industry, or the procedures and guidelines recommended for use on publicly funded construction projects, the Regional District, in its sole discretion, shall have the unfettered right to:

- (1) accept any Tender;
- (2) reject any Tender;
- (3) reject all Tenders;
- (4) accept a Tender which is not the lowest Tender;
- (5) reject a Tender even if it is the only Tender received by the Regional District;
- (6) accept all or any part of a Tender; and
- (7) award all or a portion of the Work to any Tenderer.

14.2 If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole and unfettered discretion of the Regional

District is not material, the Regional District may waive the defect and accept the Tender.

- 14.3 Awards shall be made on Tenders that will, in the opinion of the Regional District, give the greatest value based on quality, service and price. In determining what constitutes greatest value, the Regional District may consider its previous experience with the Tenderer. Without limiting the generality of the foregoing, the Regional District may consider: the quality of work; the timeliness of completion; the number, scope, and reasonableness of requested change orders; public impact; compliance with applicable health, safety, labour, and environmental laws; environmental and social practices; and the number and reasonableness of any claims. The Regional District's previous experience with the Tenderer regarding its competence and cooperation may also be taken into consideration in determining greatest value. The Regional District reserves the right to rely upon its records, references, and recollections in this regard. The Regional District may also obtain references other than those provided by the Tenderer and may use these references in determining greatest value.
- 14.4 The Regional District, in its sole discretion, reserves the right to reject the Tender in the event the Regional District determines, acting reasonably on the information available to it, that the Tenderer is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws. The Regional District's judgment in this regard will be final.
- 14.5 The Regional District will notify the successful Tenderer in writing that its Tender has been accepted (the "Notice of Intent to Award").
- 14.6 No information about an award of a contract will be given out between the time of opening and the time an award has been made.

PART 15 SUCCESSFUL TENDERER REQUIREMENTS:

- 15.1 The successful Tenderer should execute and deliver the Agreement to the Regional District within seven (7) business days after it has received the Agreement from the Regional District such time limit being extended only with the written approval of the Owner.
- 15.2 The successful Tenderer should submit to the Regional District of Nanaimo the following original documentation in paper or digital format (facsimile or photocopy copies not acceptable) within seven (7) business days of the notification of the successful Tender under Section 00100, Clause 14.5:
- (1) Original or Digital Performance Bond and Labour and Material Payment Bond (the "Bonds") each of which shall equal fifty percent (50%) of the Contract Price, issued by a Surety licensed to transact the business of suretyship in the Province of British Columbia, in favour of the Regional District, signed and sealed by the

successful Tenderer and the Tenderer's Surety. The form of Performance Bond and Labour and Material Payment Bond shall be in a form acceptable to the Regional District. The Performance Bond shall encompass the Warranty and Guarantee period and shall, in any event, be in effect for no less than two (2) years from the date of issuance of the Notice of Acceptance.

- (2) A certificate of General Liability insurance pursuant to "CCDC 41 – 2008 CCDC Insurance Requirements" with the Regional District of Nanaimo named as additionally insured.
- (3) A Workers' Compensation Board Clearance Letter of Clearance indicating good standing and remittance up to date.

15.3 The successful Tenderer shall not commence the Work until it has received a Notice to Proceed issued by the Regional District.

PART 16 AWARD OF CONTRACT

16.1 All contracts require the approval of the appropriate Regional District authority prior to award. Where a contract requires the approval of the Regional District's Board prior to award, the total price of any Tender and the reason for selecting the successful Tenderer may be released at a regular meeting of the Regional District's Board or a Committee of the Board.

16.2 Notwithstanding Clause 18.1(4) below, the Regional District reserves the right to release to the public the total price of any Tender, regardless of whether it was identified by the Tenderer as confidential. By submitting a Tender, each Tenderer consents to the release of the total price and, where applicable, information disclosable under the Act that is relevant to the selection of the successful Tenderer, to provide transparency in relation to expenditures of this type.

PART 17 FORM OF CONTRACT

17.1 The successful contractor will be expected to enter a CCDC2-2020 Stipulated Price Contract as amended herein in the "Supplementary General Conditions" section 00500.

PART 18 CONFIDENTIALITY AND SECURITY

18.1 The following conditions apply:

- (1) The Tender Documents, or any portion thereof, may not be used for any purpose other than submission of Tenders; and
- (2) The successful Tenderer must agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis while carrying out the Work or performing its services.
- (3) It is the Regional District's policy to maintain confidentiality with respect to all confidential information related to the Tender, but the Tenderer acknowledges and agrees that the Tender becomes the property of the Regional District and any confidential information disclosed by it to the Regional District may be subject to a request for public disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause and Clause 17.2, the "Act").
- (4) The Tenderer acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Regional District fits within Section 21 of the Act, the Tenderer must specifically advise the Regional District and request the Regional District not to disclose that information, however confidentiality cannot be guaranteed.

PART 19 DISCLAIMERS/LIMITATIONS OF LIABILITY

- 19.1 Neither acceptance of a Tender nor execution of an Agreement shall constitute approval of any activity or development contemplated in any Tender that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw. It is the responsibility of the Contractor to obtain such prior commencement of the Work.
- 19.2 The Regional District, its directors, officers, servants, employees, agents, and consultants expressly disclaim all liability for representations, warranties, express or implied or contained in, or for omissions from this Tender or any written or oral information transmitted or made available at any time to a Tenderer by or on behalf of the Regional District. Nothing in this Tender is intended to relieve a Tenderer from forming its own opinions and conclusions in respect of this Tender.
- 19.3 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, because of participating in this Invitation to Tender, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

PART 20 SUSTAINABLE PURCHASING PRACTICES

20.1 It is the Regional District's policy to ensure that procurement decisions for the supply of goods, services and construction consider economic considerations, as well as the Tenderer's environmental and social practices. The Regional District expects that each Tenderer has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to workplace safety, health, labour and employment, human rights, and the environment. In Canada this includes but is not limited to the latest editions of the following: *Corruption of Foreign Public Officials Act* (Canada), *Human Rights Code* (BC), *Employment Standards Act*, *Workers Compensation Act* (BC), *Canadian Environmental Protection Act*, *Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (BC), *Transportation of Dangerous Goods Act*, (Canada), *Environmental Management Act* (BC).

PART 21 PRIME CONTRACTOR

21.1 The successful Contractor shall be deemed to be the Prime Contractor within the meaning of Part 3, Division 3, Section 118(1) of the Workers Compensation Act. The successful Contractor must be qualified and willing to assume this responsibility.

PART 22 HOURS OF WORK

22.1 The work will need to be completed during regular business hours 7:00 a.m. – 5:00 p.m. Monday to Friday. Half the building will need to stay operation at any time with alternating shut downs as required. No work shall be performed under the Contract between the hours of 5:00 p.m. and 7:00 a.m. of the following day or on Saturdays, Sundays, or statutory holidays except as authorized in writing by the Regional District at the Regional District's sole discretion.

PART 23 CONFLICT OF INTEREST

23.1 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 Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

PART 24 LITIGATION CLAUSE

24.1 The RDN may, in its absolute discretion, reject a Tender, if the Tenderer, or any officer or director of the Tenderer 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 Bid Call.

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.

PART 25 TENDER IRREGULARITIES

- 25.1 The Regional District may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Regional District may, as a condition of bid acceptance, request a Tenderer to correct a minor and inconsequential irregularity with no change in bid price. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Regional District's sole discretion. The RDN reserves the right to correct any mathematical extension errors.

PART 26 PERMITS

- 26.1 The successful Tenderer will be responsible for obtaining all permits including the Building Permit. The successful Tenderer will be responsible for coordinating and obtaining any permits for any affected utilities, such as, but not limited to, Hydro/Fortis/Telus/Shaw/Rogers.

PART 27 UTILITIES

- 27.1 The Regional District will provide the successful Tenderer with power, water and use of washrooms if required.

END OF SECTION

PART 1 TENDERER'S NAME

This Tender for Tender No. 24-045 Church Road Transfer Station Buildings Reworks, is hereby submitted by:

Company Name of Tenderer (please print)

Address of Tenderer

Telephone Number of Tenderer

Email Address of Tenderer

GST Registration Number

Authorized Signature

Date

Print Name

(the "Tenderer")

PART 2 TENDER DOCUMENTS

2.1 The Tender Documents for this Contract include the following:

- (1) All documents listed in Section 00001, Table of Contents
- (2) Any Addenda

PART 3 TENDERER'S DECLARATIONS

3.1 The Tenderer declares that it has read and understood and agrees to be bound by the Tender Documents.

3.2 The Tenderer declares that it has fulfilled and complied with all those obligations and requirements under the Tender Documents which are required to be fulfilled by the Tender Closing.

- 3.3 The Tenderer confirms, represents, and warrants that all information which it has provided or will provide to the Regional District is true and accurate in every respect.
- 3.4 If the Tender is accepted by the Regional District, the Tenderer shall commence the Work within 7 calendar Days of issuance of Notice to Proceed from the Regional District, unless the Notice to Proceed states otherwise.
- 3.5 The Tenderer agrees to be designated to be the Prime Contractor within the meaning of Part 3, Division 3, Section 118(1) of the Workers Compensation Act and is qualified and willing to assume this responsibility.

PART 4 SCHEDULES

- 4.1 The immediately following Schedules, namely:
- Schedule 1 - Schedule of Prices
shall form part of the Tender Documents.
- 4.2 All prices are to be shown in Canadian currency.

SCHEDULE 1 - QUANTITIES AND PRICES

- 4.3 The Tenderer hereby submits a lump sum price as required by the specifications and agrees that this price will be used for payment of work through approved Progress Payments. Any Extra Work will require a change order procedure. The Tenderer agrees that the prices quoted shall remain in force until the date of completion of the Contract.
- 4.4 The Tenderer confirms that the Tender Price includes all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to Site, packing, crating, freight, cartage, shipping charges, off-loading, installation, construction, drafting charges, labour, overhead, profit, etc. and all tariffs, duties and taxes unless otherwise indicated, including British Columbia Provincial Sales Tax. The applicable Federal Goods and Services Tax shall be shown as a separate item to the Tender Price.

STIPULATED LUMP SUM PRICING

DESCRIPTION	PRICE (\$)
STIPULATED LUMP SUM PRICE	
GOODS AND SERVICES TAX @ 5%	
TOTAL PRICE	

The TENDER PRICE stated above will be used to compare submitted Tenders and to establish low bidder. The Regional District reserves the right to check the above extensions and additions and to make corrections as necessary. In the event a correction is made by the Regional District the corrected figure shall prevail and be used as the Tender Price in the Tenderer's Offer.

COMPLETION

Please advise anticipated completion date assuming a fully executed contract is in place by November 1, 2024. The work is requested to be completed by March 28, 2025 or earlier.

CHURCH ROAD TRANSFER STATION 860 CHURCH ROAD, PARKSVILLE, BC

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EXISTING TRANSFER BUILDING 1 OVERHEAD DOOR AND ROOFING REWORKS

EXISTING TRANSFER BUILDING 2 TRENCH DRAIN REWORKS

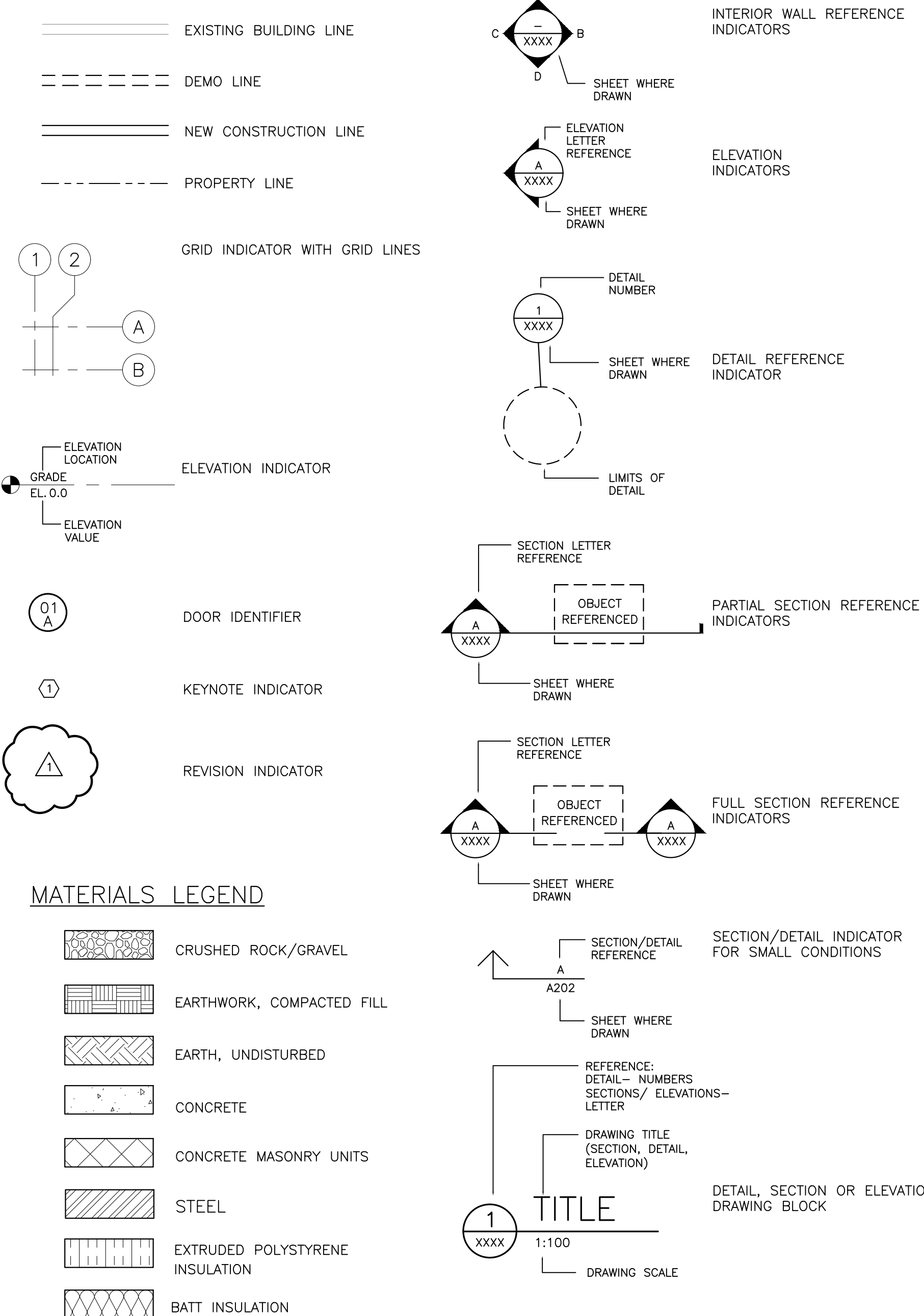


PROJECT NO. 2401524.00
ISSUED FOR REVIEW
ISSUE DATE: 2024-05-17

GENERAL NOTES (APPLICABLE TO ALL DISCIPLINES)

- 1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE BRITISH COLUMBIA BUILDING CODE 2024 (BCBC 2024), THE LOCAL AUTHORITY HAVING JURISDICTION (REGIONAL DISTRICT OF NANAIMO), AS WELL AS OTHER GOVERNING REQUIREMENTS WHETHER OR NOT SPECIFIED IN THE DRAWINGS.
2. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONSULTANT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, THE GENERAL NOTES, AND FIELD CONDITIONS PRIOR TO STARTING
3. DRAWINGS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE OF THE WORK ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOUR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS.
4. WHERE THE CONTRACT, NOTES OR DRAWINGS IDENTIFY ANY WORK OF A MORE STRINGENT NATURE THAN THAT REQUIRED BY THE BCBC 2024 OR THE AUTHORITY HAVING JURISDICTION OVER THE WORK, THE WORK OF THE MORE STRINGENT NATURE CALLED FOR BY THE CONTRACT, CONSTRUCTION NOTES OR DRAWINGS SHALL BE FURNISHED IN ALL CASES.
5. THE GENERAL CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY "CONSULTANT" AND/OR "THE CONSULTANT". THE CONSTRUCTION NOTES AND/OR DRAWINGS ARE SUPPLIED TO ILLUSTRATE THE DESIGN AND THE GENERAL TYPE OF CONSTRUCTION DESIRED AND ARE INTENDED TO REQUIRE THE HIGHEST INDUSTRY STANDARDS OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT.
6. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. ANY MODIFICATIONS TO SUIT THE FIELD DIMENSIONS AND CONDITIONS SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
7. THE GENERAL CONTRACTOR AND TRADE SUBCONTRACTORS SHALL OBTAIN AND PAY FOR ALL LEGALLY REQUIRED APPROVALS AND PERMITS NECESSARY FOR THE EXECUTION AND COMPLETION OF THEIR RESPECTIVE WORK. FORWARD COPIES TO CONSULTANT.
8. THE TERM OWNER SHALL REFER TO REGIONAL DISTRICT OF NANAIMO AS THE CONTEXT REQUIRES. "SUPPLY AND INSTALL" MEANS PURCHASE, ARRANGE, DELIVER, UNLOAD, INSTALL, CONNECT, TEST AND LEAVE READY FOR OPERATION.
9. THE USE OF THE WORD "PROVIDE" OR "PROVIDED" IN CONNECTION WITH ANY ITEM SPECIFIED, IS INTENDED TO MEAN, UNLESS OTHERWISE NOTED, THAT SUCH SHALL BE SUPPLIED AND INSTALLED, AND CONNECTED WHERE SO REQUIRED.
10. WHERE THE TERMS "EQUIVALENT", "OTHER APPROVED", "ACCEPTABLE" OR OTHER GENERAL QUALIFYING TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF THE CONSULTANT.
11. THE GENERAL CONTRACTOR SHALL CONTACT THE REGIONAL DISTRICT OF NANAIMO CONSTRUCTION MANAGER TO DETERMINE THE RULES FOR CONSTRUCTION (I.E. TO DETERMINE WHEN AND HOW DELIVERIES CAN BE MADE, WHAT PHASES OF CONSTRUCTION CAN BE DONE ON REGULAR OR OVERTIME, AND IN GENERAL, ANY SPECIAL BUILDING REQUIREMENTS WHICH WILL AFFECT THEIR WORK). IF OVERTIME IS REQUIRED BY ANY TRADE, APPROVAL MUST BE OBTAINED PRIOR TO THE EXECUTION OF ANY WORK, INCLUDING WRITTEN AUTHORIZATION FOR ADDITIONAL COST IF APPLICABLE. THE GENERAL INTENT IS THAT ALL CONSTRUCTION WORK SHALL BE DONE ON REGULAR TIME WORK, AND WORK WHICH REQUIRES SHUTDOWN OF WATER, SEWER, ELECTRICAL, HVAC, OR TELEPHONE SERVICES SUCH WORK SHALL BE SCHEDULED WITH THE REGIONAL DISTRICT OF NANAIMO PROJECT MANAGER 7 DAYS IN ADVANCE.
12. THE GENERAL CONTRACTOR IS TO OBSERVE A SAFETY PLAN AS FOLLOWS:
.1 PROMPT AND PROPER DISPOSAL OF ALL MATERIAL & EQUIPMENT BEING REMOVED AND CONSTRUCTION DEBRIS DAILY.
.2 BARRICADES WILL BE ERECTED SEPARATING WORK AREA FROM ADJACENT SPACES AS NEEDED.
.3 ALL PRECAUTIONS AND MEASURES WILL BE TAKEN TO ENSURE THE SAFETY OF THE OCCUPANTS OF THE BUILDING.
.4 CONSTRUCTION OPERATION WILL NOT INTERRUPT ELECTRICAL AND OTHER UTILITY SERVICES OF THE BUILDING. ALL FIRE EXITS, WAY OF APPROACH THERETO, AND WAY OF TRAVEL FROM THE EXIT ONTO THE STREET MUST BE MAINTAINED DURING CONSTRUCTION.
13. THE GENERAL CONTRACTOR TO RESTORE ANY FIREPROOFING AND INSULATION DISTURBED OR DAMAGED DURING CONSTRUCTION. SEAL ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH ULC LISTED AND FIRE CODE APPROVED MATERIALS.
14. ALL MATERIALS SHALL BE DELIVERED ON SITE IN UNBROKEN MANUFACTURERS' PACKAGING AND/OR BUNDLES. INSPECT FOR DAMAGE AND MISSING INVENTORY. STORE ALL MATERIALS IN DRY, SECURE AND PROTECTED AREAS.
15. THE GENERAL CONTRACTOR, TRADE SUBCONTRACTORS AND ANY OTHER GENERAL CONTRACTORS INVOLVED IN THIS PROJECT SHALL TAKE NOTE THAT ANY COST CAUSED BY INEFFECTIVE OR ILL-TIMED WORK, AS A RESULT OF, BUT NOT LIMITED TO INFERIOR WORKMANSHIP OR MATERIALS, IMPROPER SCHEDULING OR DELINQUENT ORDERING SHALL BE BORNE BY THE PARTY RESPONSIBLE.
16. THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF "ISSUED FOR CONSTRUCTION DRAWINGS" (IFC) ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL TRADES.
17. THE GENERAL CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE REMOVAL, REPLACEMENT AND RECTIFICATION OF ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE CONTRACT WORK. THE GENERAL CONTRACTOR SHALL REPLACE OR REPAIR AS DIRECTED BY CONSULTANT ALL SUCH DAMAGED OR DEFECTIVE MATERIALS WHICH SHALL APPEAR WITHIN A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
18. GENERAL CONTRACTOR TO COORDINATE AND VERIFY FINAL EQUIPMENT LOCATIONS FOR THE NEW EQUIPMENT PRIOR TO INSTALLATION. COORDINATE EQUIPMENT LOCATIONS WITH ALL AFFECTED DISCIPLINES.
19. ALL DAMAGED AREAS AND EXISTING AREAS DAMAGED BY DEMOLITION OR NEW CONSTRUCTION WORK SHALL BE PATCHED AS REQUIRED TO MATCH EXISTING ADJACENT AREAS.
20. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CO-ORDINATING WORK WITH ALL TRADES.

LEGEND



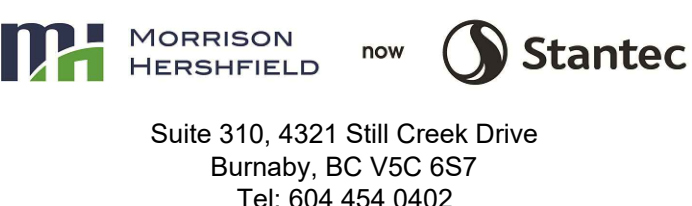
ABBREVIATIONS

Table with 4 columns of abbreviations and their corresponding full names, including items like AIR CONDITIONING UNIT, ABOVE FINISHED FLOOR, ALUMINUM, ANCHOR, ANODIZED, ANGLE, ARCHITECTURAL, etc.

CLEANING:

- 1. THOROUGHLY CLEAN OUT ALL DEBRIS AND VACUUM CLEAN ALL AREAS PRIOR TO TURNING THE WORK OVER TO THE OWNER. SWEEPING WITH BROOMS OR COMPRESSED AIR NOT PERMITTED

NOT FOR CONSTRUCTION

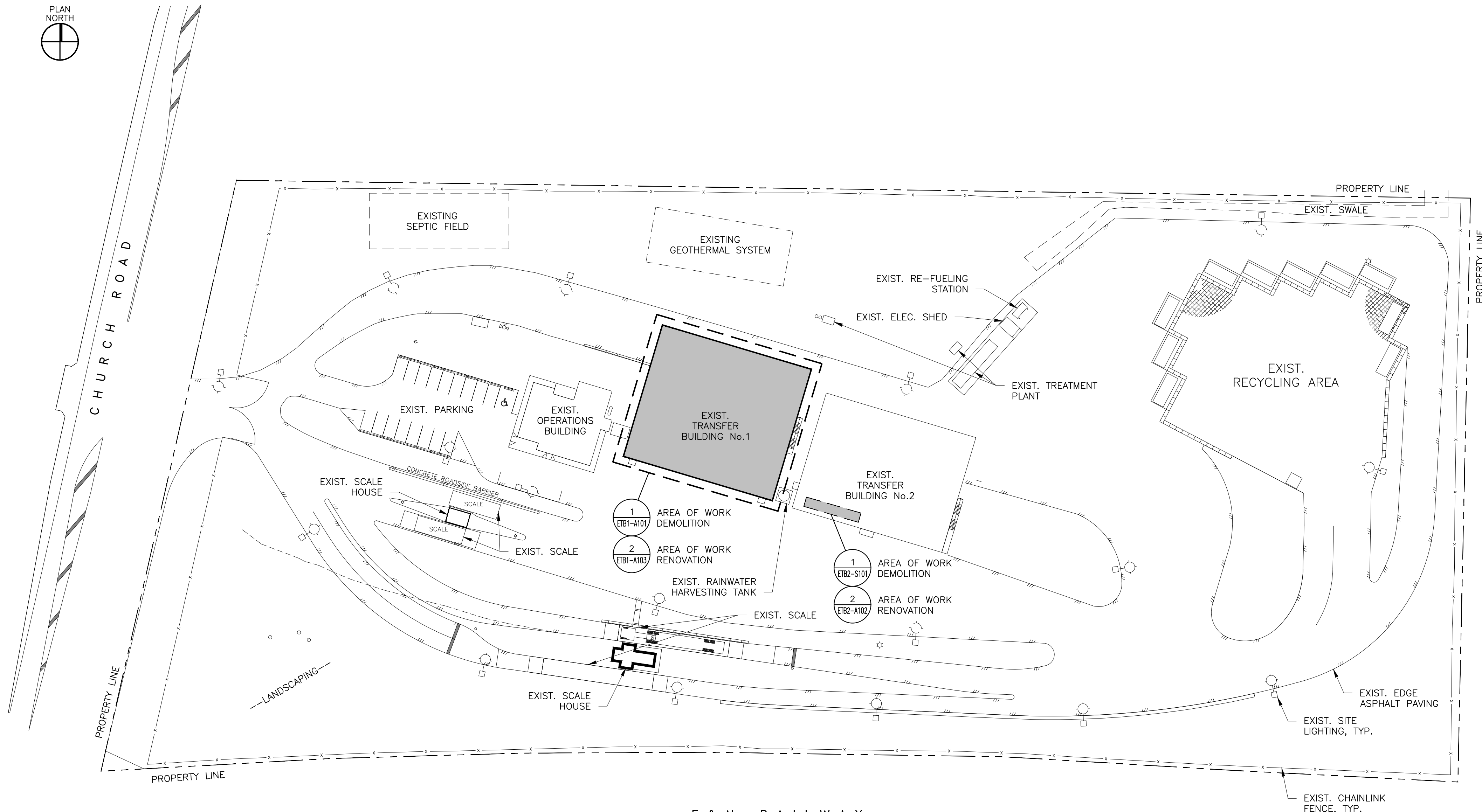


PROJECT: CHURCH ROAD TRANSFER STATION REWORKS, 860 CHURCH ROAD, PARKSVILLE, BC

GENERAL NOTES AND LEGENDS

Table with 3 columns: DATE (2024-07-11), PROJECT NO. (2401524), DRAWING NO. (A.0.01), SCALE (As Shown), DRAWN BY (ERG), VERSION (B)

Vertical text on the right edge: Last Saved: 2024-05-16 1:05 PM by egebbo Printed: 2024-07-11 12:12 PM by Eric Gobbio



— SITE PLAN
1/16"=1'-0"

NOTES:

1. SEE DRAWING A.1.01 FOR GENERAL NOTES/

PROJECT NAME/ADDRESS:

REGIONAL DISTRICT OF NANAIMO
CHURCH ROAD TRANSFER STATION REWORKS
860 CHURCH ROAD, PARKSVILLE, BC

DESCRIPTION:

- REPLACE EXISTING OVERHEAD SECTION DOORS W/ RUBBER ROLL-UP DOORS
- REPLACE EXISTING ROOF CLADDING AND TRANSLUCENT ROOF PANELS W/ NEW ROOF CLADDING AND NEW TRANSLUCENT ROOF PANELS
- INSTALL NEW MODULAR CONCRETE BLOCK WALL AT INTERIOR BETWEEN YARD WASTE AND SELF HAUL AREAS

PROJECT DATA (DERIVED FROM CHURCH ROAD TRANSFER STATION ISSUED FOR CONSTRUCTION DRAWINGS, DATED 2009.11.25)

LEGAL DESCRIPTION:
LOT 2, DISTRICT LOT 156
NANOOSE DISTRICT, PLAN VIP53572
PARCEL ID: 017-623-359

CIVIL ADDRESS:
860 CHURCH ROAD
PARKSVILLE, BC

LOT INFORMATION:
PER ZONING AND DEVELOPMENT BYLAW No. 500
REGIONAL DISTRICT OF NANAIMO, ELECTORAL AREA F OCP

ZONING IN1 INDUSTRIAL 1
LOT AREA = 35 483 M²
MAX. LOT COVERAGE = 21 289 M²
ACTUAL LOT COVERAGE = 2 199 M²

BUILDING INFORMATION AND PARKING ALLOCATION (DERIVED FROM CHURCH ROAD TRANSFER STATION ISSUED FOR CONSTRUCTION DRAWINGS DATED 2009.11.25)

BUILDINGS INFORMATION:

PER ZONING AND DEVELOPMENT BYLAW No. 500
REGIONAL DISTRICT OF NANAIMO, ELECTORAL AREA F OCP

BUILDING AREAS: (FOOTPRINT)
• EXISTING TRANSFER STATION BUILDING No.1 = 1020 M² (10979 SQ.F)
• EXISTING TRANSFER STATION BUILDING No.2 = 895 M² (9633 SQ.F)
• EXISTING OPERATIONS BUILDING = 252 M² (2712 SQ.F)
• EXISTING SCALE HOUSE BUILDING = 32 M² (344 SQ.F)

BUILDING HEIGHTS: (TOP OF ROOF)
• EXISTING TRANSFER STATION BUILDING No.1 = 7.46 M (24'-6")
• EXISTING TRANSFER STATION BUILDING No.2 = 12.49 M (41'-0")
• EXISTING OPERATIONS BUILDING = 4.57 M (15'-0")
• EXISTING SCALE HOUSE BUILDING = 4.26 M (14'-0")

BUILDING HEIGHTS: (TOP OF EAVE)
• EXISTING TRANSFER STATION BUILDING No.1 = 6.0 M (20'-0")
• EXISTING TRANSFER STATION BUILDING No.2 = 11.12 M (36'-6")

PARKING INFORMATION:

OFF STREET PARKING AND LOADING, AS PER ZONING AND DEVELOPMENT BYLAW No. 500,
SCHEDULE '3B'
REGIONAL DISTRICT OF NANAIMO, ELECTORAL AREA F OCP

- EXISTING TRANSFER STATION BUILDING No.1 1 PER 175.0 M² OF FLOOR AREA = 6 SPACES
- EXISTING TRANSFER STATION BUILDING No.2 1 PER 175.0 M² OF FLOOR AREA = 5 SPACES
- EXISTING OPERATIONS BUILDING 1 PER 50.0 M² OF FLOOR AREA = 5 SPACES
- EXISTING SCALE HOUSE BUILDING 1 PER 50.0 M² OF FLOOR AREA = 1 SPACES

TOTAL STD SPACES REQUIRED = 17 SPACES
TOTAL STD SPACES ALLOCATED = 17 SPACES
TOTAL ACCESSIBLE = 1 SPACE
TOTAL UNLOADING = 1 SPACE
TOTAL ELECTRICAL PLUG-IN = 2 SPACES

B	2024-05-17	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
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Tel: 205-390-4111 Fax: 205-390-4163

MORRISON HERSHFIELD now Stantec
Suite 310, 4321 Still Creek Drive
Burnaby, BC V5C 6S7
Tel: 604 454 0402

PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
860 CHURCH ROAD
PARKSVILLE, BC

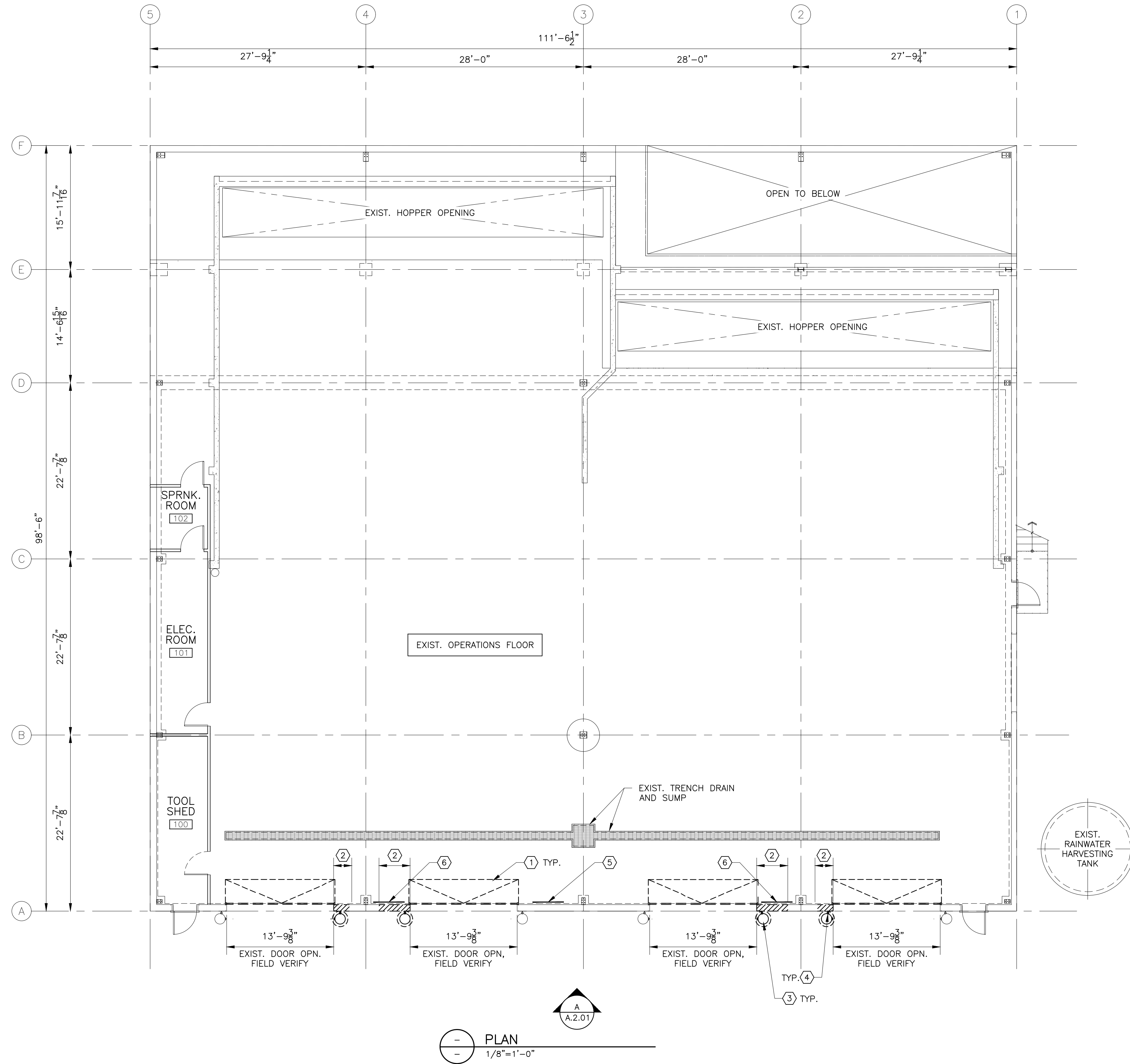
DRAWING
SITE PLAN

DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524	DESIGNED BY	JH
		DRAWING NO	A.1.01
		VERSION	B
		DRAWN BY	ERG

1	HEROLD ENGINEERING LTD.	A100	2009.11.25	ARCHITECTURAL SITE PLAN
REF#	CONSULTANT	DRAWING No.	DATE	TITLE
REFERENCE DRAWINGS				

NOT FOR CONSTRUCTION

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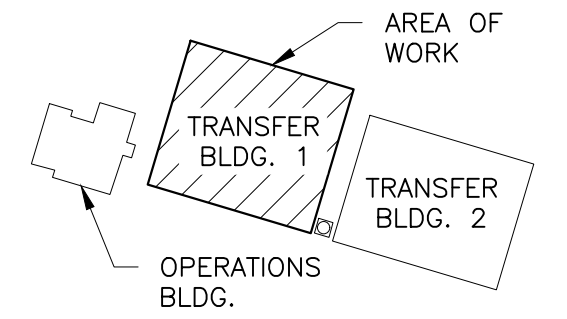


PLAN
1/8"=1'-0"

REFERENCE NOTES:

- ① EXISTING OVERHEAD DOOR AND ASSOCIATED SUPPORTS AND HARDWARE TO BE REMOVED AND DISPOSED OF. ASSOCIATED CONDUIT AND WIRING TO BE REMOVED AND DISPOSED OF. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL CONDUIT AND WIRING FROM DEVICE TO SOURCE. TERMINATE WIRING AT SOURCE.
- ② LENGTH OF EXISTING WALL (FRAMING AND CLADDING) AND CONCRETE CURB TO BE DEMOLISHED TO SUIT NEW DOOR WIDTH. REFER TO DRAWING A.1.02 FOR NEW DOOR. COORDINATION WIDTH OF NEW OPENING WITH DOOR SUPPLIER PRIOR TO REMOVAL OF WALL AND CONCRETE CURB. SEE STRUCTURAL DRAWINGS FOR CONCRETE CURB AND WALL FRAMING DEMOLITION.
- ③ EXISTING CONCRETE BOLLARD (ASSUMED 5'-0"(H) x 16" DIA. - FIELD VERIFY) AND FOUNDATION TO BE DEMOLISHED.
- ④ EXISTING TRAFFIC SIGNALS AT EXPANDED SIDE OF DOOR OPENING TO BE RELOCATED. SEE DRAWING A.1.02.
- ⑤ EXISTING INTERIOR SIGNAGE TO REMAIN.
- ⑥ EXISTING INTERIOR SIGNAGE TO BE RELOCATED BY OWNER.

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
A	2024-04-24	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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MORRISON HERSHFIELD now **Stantec**
 Suite 310, 4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Tel: 604 454 0402

PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 MAIN LEVEL - OPERATIONS FLOOR DEMOLITION PLAN

DATE: 2024-07-11
 PROJECT NO.: 2401524
 SCALE: As Shown

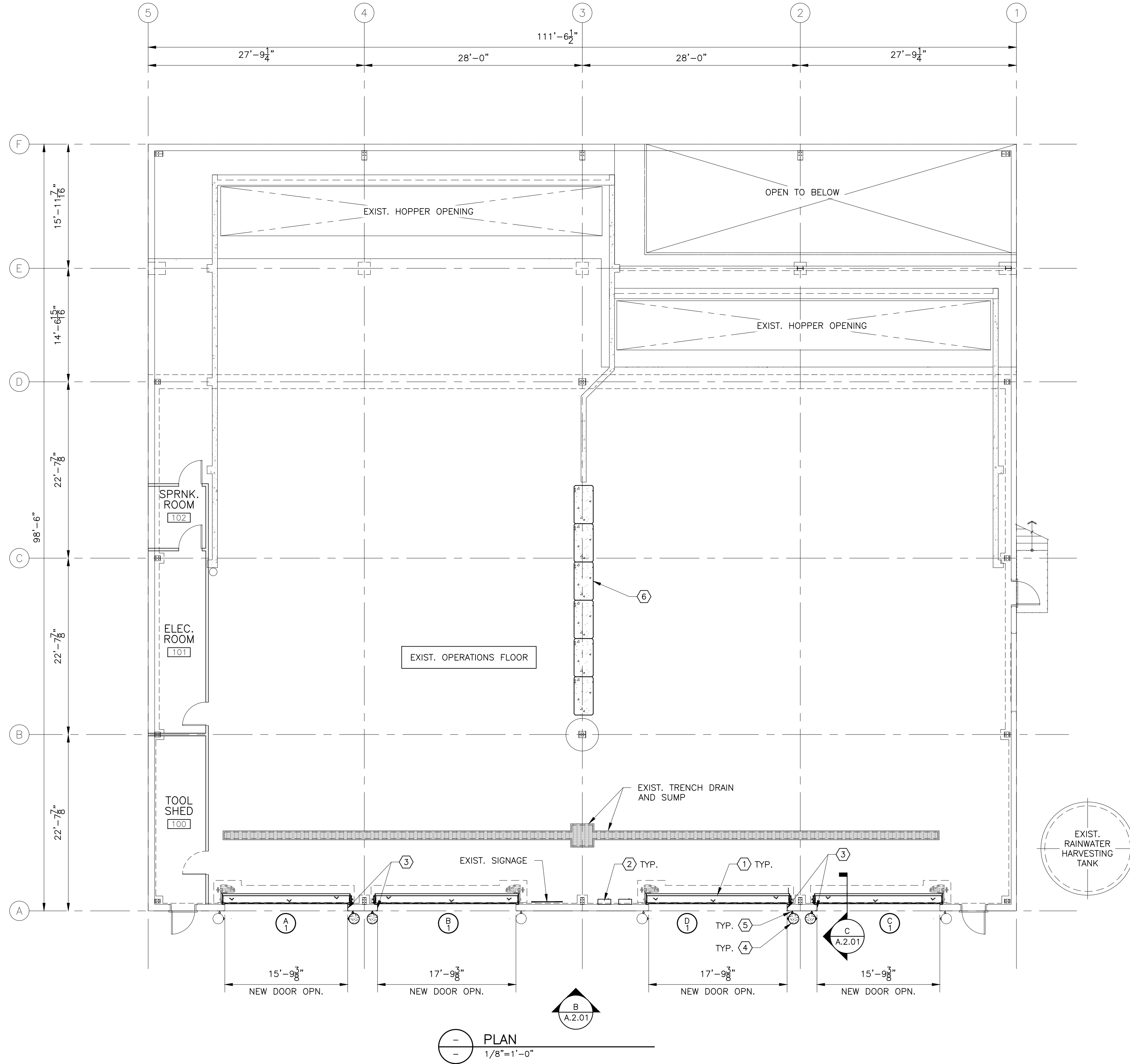
DESIGNED BY: JH
 DRAWN BY: ERG
 DRAWING NO.: **ETB1 - A.1.02**
 VERSION: B

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
5	CARGO BUILDING SYSTEMS	SHEET S-1	3-4-91	JOB No. 91028 DWG 4 OF 23
4	CARGO BUILDING SYSTEMS	SHEET F-2	3-4-91	JOB No. 91028 DWG 3 OF 23
3	CARGO BUILDING SYSTEMS	SHEET F-1	3-4-91	JOB No. 91028 DWG 2 OF 23
2	HEROLD ENGINEERING LTD.	ETB-S200	2009.11.25	OPERATIONAL FLOOR PLAN
1	HEROLD ENGINEERING LTD.	ETB-A201	2009.11.25	ARCHITECTURAL MAIN LEVEL OPERATIONAL FLOOR

REFERENCE DRAWINGS

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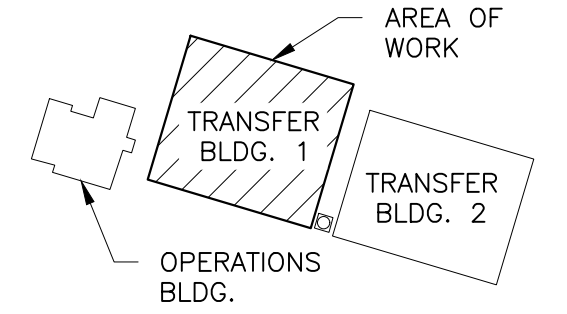


PLAN
1/8"=1'-0"

REFERENCE NOTES:

- 1 NEW HIGH CYCLE RUBBER ROLL-UP DOOR SYSTEM C/W GALVANIZED HOOD ASSEMBLY SET. SEE ELEVATIONS DRAWING A.2.02. GENERAL CONTRACTOR TO COORDINATE THE RUBBER DOOR ROLLER DRUM AND ENCLOSURE DIMENSIONS WITH THE DOOR SUPPLIER/INSTALLER TO ENSURE NO CONFLICTS WITH THE EXISTING EQUIPMENT, EXISTING OVERHEAD PIPING AND EXISTING WALL FRAMING. GENERAL CONTRACTOR TO COORDINATE THE REQUIREMENT FOR STEEL ANGLE OR PLATE SUPPORTS AND FRAMING WITH THE DOOR SUPPLIER/INSTALLER. SUPPORT FRAMING SHALL INCLUDED IN THE TENDER PRICE.
- 2 ROLL-UP DOOR CONTROLLER - TOTAL 4. VERIFY MOUNTING LOCATION WITH OWNER, CONTRACTOR TO ALLOW FOR THE CONNECTION OF ALL CONTROLS AND POWER ASSOCIATED WITH THE NEW ROLL-UP DOORS INCLUDING ALL SENSORS, CONDUIT, JUNCTION BOXES, ETC. COORDINATE WITH VENDOR SHOP DRAWINGS FOR POWER AND CONTROL REQUIREMENTS.
- 3 DOOR FRAMING. SEE STRUCTURAL DRAWINGS. PROVIDE NEW HEAD AND JAMB CLOSURE FLASHING C/W ALL MOUNTING HARDWARE. SEAL NEW HEAD AND JAMB CLOSURE FLASHING TO EXISTING. NEW FLASHING TO MATCH EXISTING FLASHING PROFILE AND COLOUR.
- 4 NEW CONCRETE BOLLARD TO MATCH EXISTING. FIELD VERIFY DIAMETER AND HEIGHT. PAINT BOLLARD SAFETY YELLOW C/W VEHICLE BAY IDENTIFICATION NUMBER W/ EXTERIOR GRADE PAINT. BOLLARD COLOUR, BAY NUMBER COLOUR AND BAY NUMBER FONT STYLE AND DIMENSIONS TO MATCH EXISTING.
- 5 EXISTING RELOCATED TRAFFIC SIGNALS AT EXPANDED SIDE OF DOOR OPENINGS. RE AND RE EXISTING TRAFFIC SIGNALS. MOUNTING HEIGHT AND LOCATION RELATIVE TO DOOR JAMB TO MATCH EXISTING.
- 6 NEW 2 ROWS MODULAR CONCRETE BLOCK WALL. SEE STRUCTURAL DRAWINGS.

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
A	2024-04-24	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS

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PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 MAIN LEVEL - OPERATIONS FLOOR RENOVATION PLAN

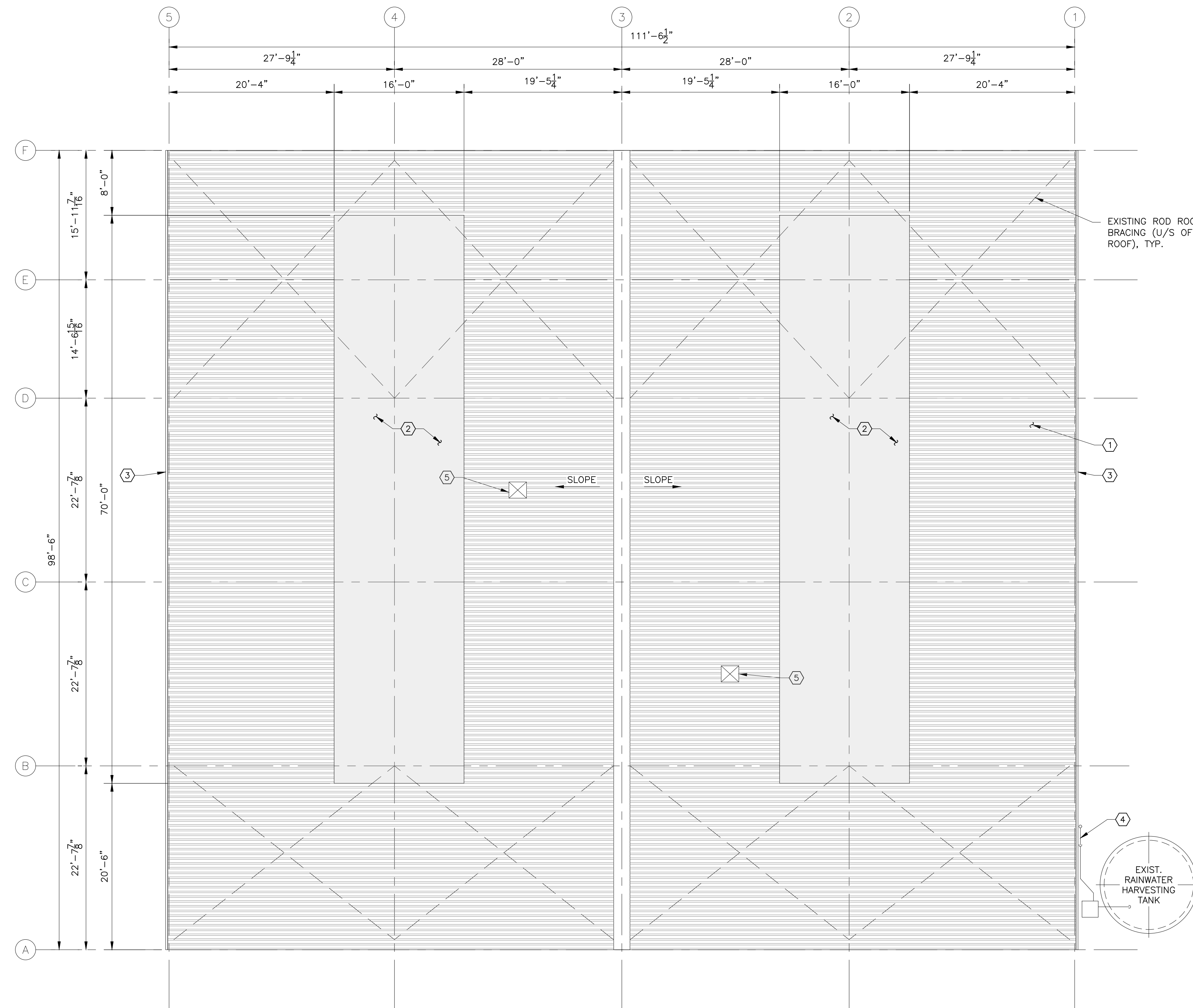
DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524	DRAWING NO.	ETB1 - A.1.03
DESIGNED BY	JH	VERSION	B
DRAWN BY	ERG		

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
5	CARGO BUILDING SYSTEMS	SHEET S-1	3-4-91	JOB No. 91028 DWG 4 OF 23
4	CARGO BUILDING SYSTEMS	SHEET F-2	3-4-91	JOB No. 91028 DWG 3 OF 23
3	CARGO BUILDING SYSTEMS	SHEET F-1	3-4-91	JOB No. 91028 DWG 2 OF 23
2	HEROLD ENGINEERING LTD.	ETB-S200	2009.11.25	OPERATIONAL FLOOR PLAN
1	HEROLD ENGINEERING LTD.	ETB-A201	2009.11.25	ARCHITECTURAL MAIN LEVEL OPERATIONAL FLOOR

REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

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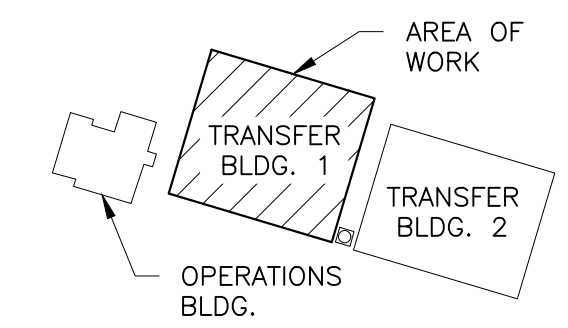


PLAN
1/8"=1'-0"

REFERENCE NOTES:

- ① EXISTING SCREW DOWN ROOF CLADDING TO BE DEMOLISHED.
- ② EXISTING TRANSLUCENT ROOF PANELS TO BE DEMOLISHED.
- ③ EXISTING EAVE GUTTERS TO BE DEMOLISHED.
- ④ EXISTING PIPING FROM EAVE GUTTER TO EXISTING RAINWATER COLLECTION TANK TO BE REWORKED. SEE DRAWING A.1.05.
- ⑤ EXISTING ROOF TOP EXHAUST UNIT AND ASSOCIATED CONDUIT, WIRING AND MECHANICAL PIPING TO BE REMOVED AND DISPOSED OF. DISCONNECT AND REMOVE ALL ASSOCIATED CONDUIT, WIRING AND MECHANICAL PIPING FROM DEVICE TO SOURCE. ROOF TOP UNIT IS ASSUMED ABANDONED, FIELD VERIFY. REPORT ANY DISCREPANCIES TO CONSULTANT PRIOR TO REMOVAL OF UNIT.

KEY PLAN



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A	2024-04-24	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS



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PROJECT
**CHURCH ROAD
TRANSFER STATION REWORKS**
860 CHURCH ROAD
PARKSVILLE, BC

DRAWING
**EXISTING TRANSFER BUILDING 1
ROOF
DEMOLITION PLAN**

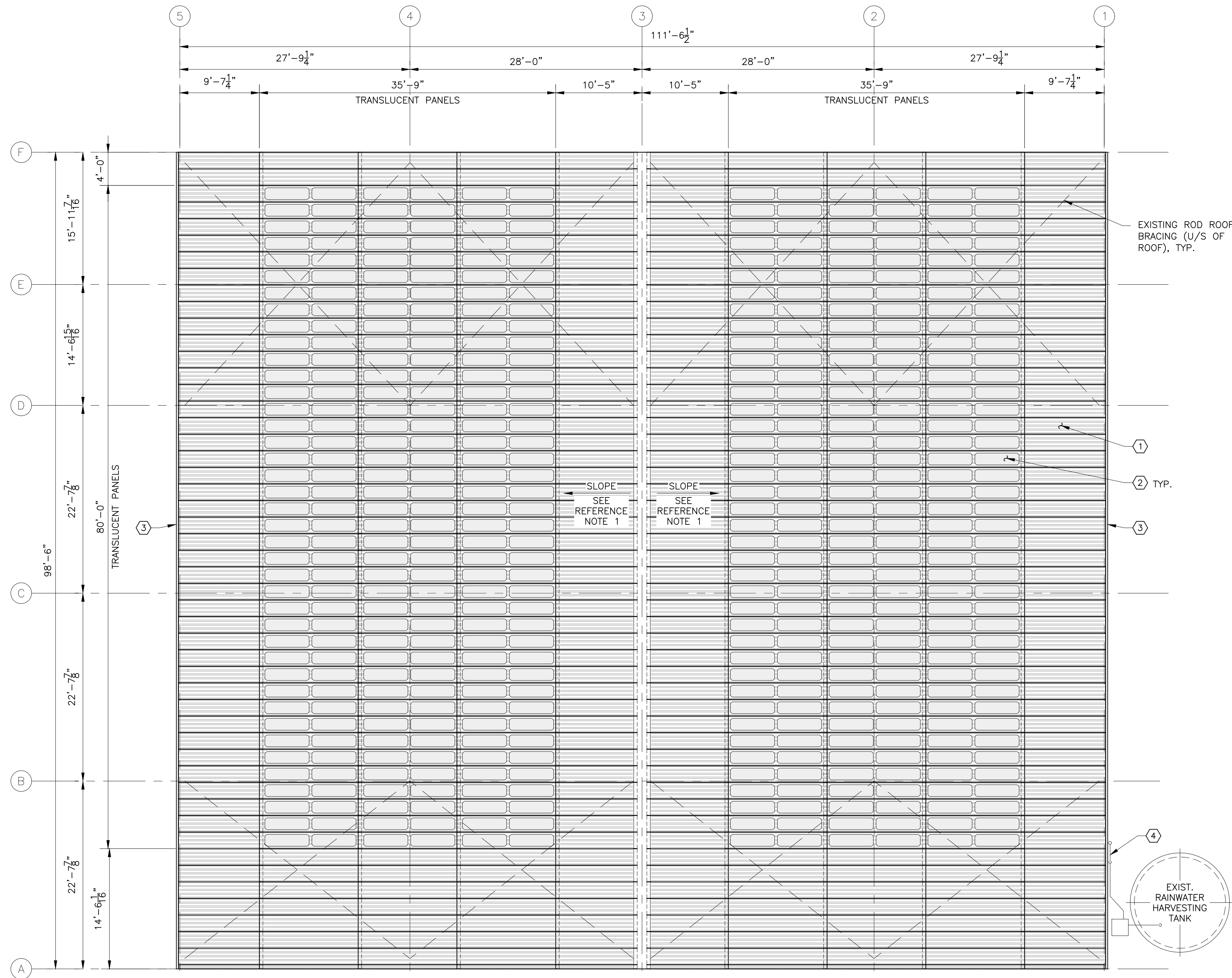
DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524	DRAWING NO.	ETB1 - A.1.04
DESIGNED BY	JH	VERSION	B
DRAWN BY	ERG		

NOT FOR CONSTRUCTION

2	CARGO BUILDING SYSTEMS	SHEET S-5	3-4-91	JOB No. 91028 DWG 8 OF 23
1	HEROLD ENGINEERING LTD.	ETB-A202	2009.11.25	ARCHITECTURAL ROOF PLAN TRANS PANELS
REF#	CONSULTANT	DRAWING No.	DATE	TITLE

REFERENCE DRAWINGS

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PLAN
1/8"=1'-0"

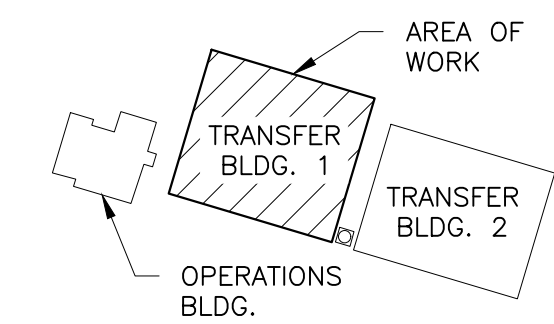
LEGEND:

- ROOF PANEL.
- TRANSLUCENT ROOF PANEL

REFERENCE NOTES:

- ① STANDING SEAM ROOF METAL CLADDING. SEE STRUCTURAL DRAWING S.1.02.
- ② TRANSLUCENT ROOF PANEL. SEE STRUCTURAL DRAWING S.1.02
- ③ EAVE GUTTER.
- ④ REWORK EXISTING PIPING FROM EAVE GUTTER TO EXISTING RAINWATER COLLECTION TANK TO SUIT NEW GUTTER INSTALLATION. CONFIRM REWORK IN FIELD PRIOR TO REMOVAL OF EXISTING ROOF CLADDING/INSTALLATION OF NEW ROOF CLADDING. REPORT FINDINGS TO CONSULTANT.

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
A	2024-04-24	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS

REGIONAL DISTRICT OF NANAIMO
 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2
 Tel: 205-390-4111 Fax: 205-390-4163

MORRISON HERSHFIELD now **Stantec**
 Suite 310, 4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Tel: 604 454 0402

PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 ROOF RENOVATION PLAN

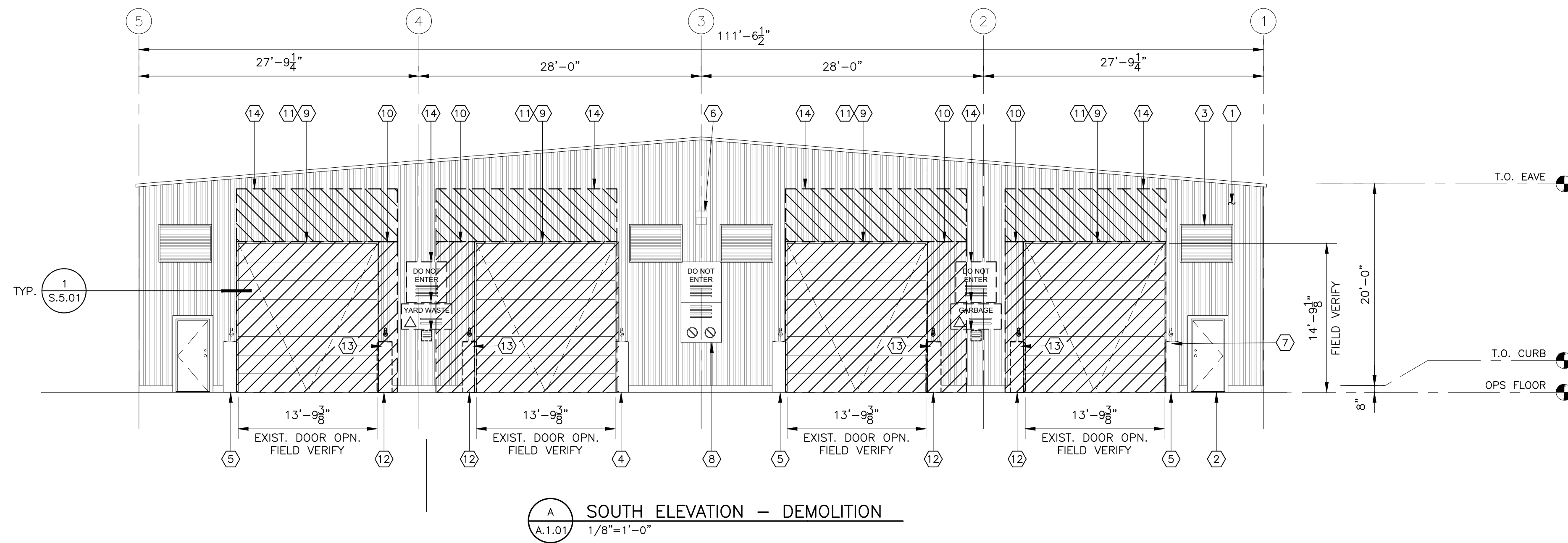
DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524		
DESIGNED BY	JH	DRAWING NO.	ETB1 - A.1.05
DRAWN BY	ERG	VERSION	B

2	CARGO BUILDING SYSTEMS	SHEET S-5	3-4-91	JOB No. 91028 DWG 8 OF 23
1	HEROLD ENGINEERING LTD.	ETB-A202	2009.11.25	ARCHITECTURAL ROOF PLAN TRANS PANELS
REF#	CONSULTANT	DRAWING No.	DATE	TITLE

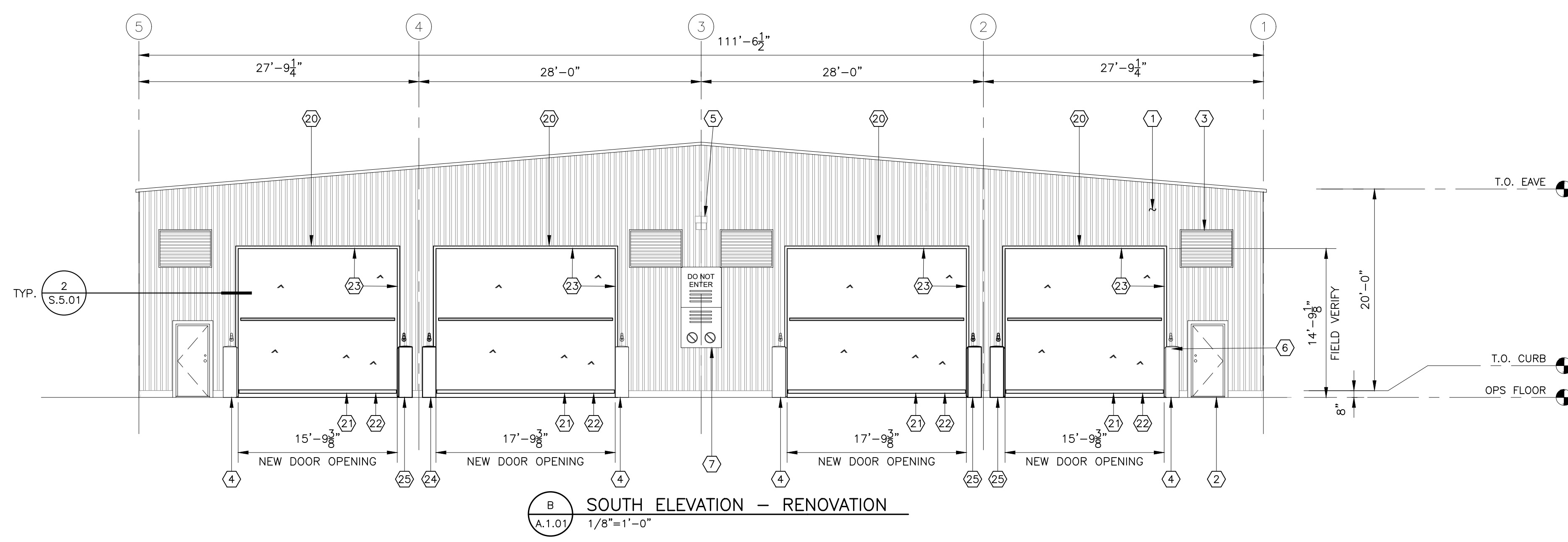
REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

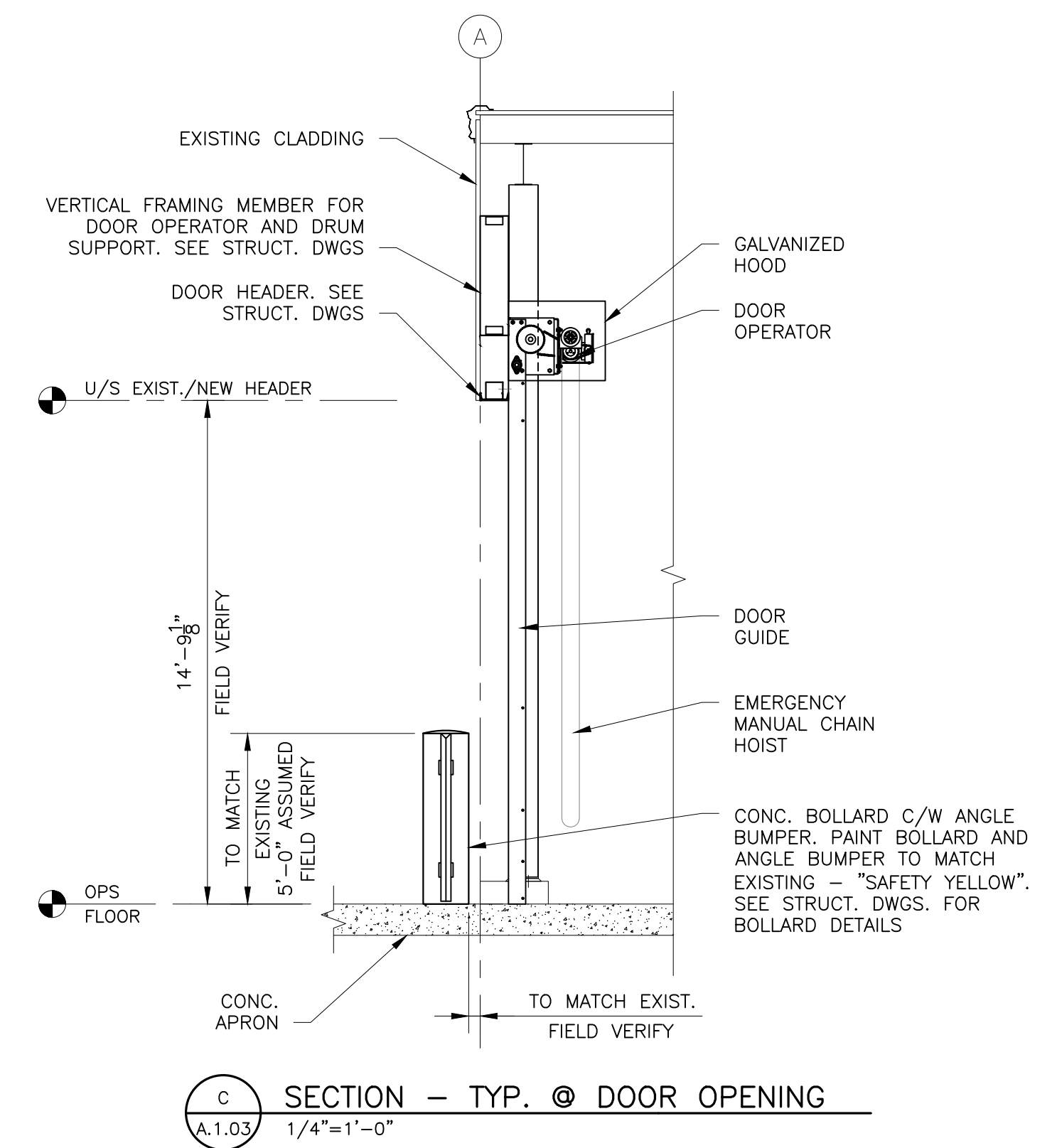
X:\Proj\2024\07\2401524\Church Rd Transfer Station Building09_CAD\07_Sheets\2401524_A.105_RenovRoofPlan.dwg Last Saved: 2024-05-17 10:52 AM by egobbo Plotted: 2024-07-11 11:45 AM by Eric Gobbo



A SOUTH ELEVATION - DEMOLITION
 1/8"=1'-0"



B SOUTH ELEVATION - RENOVATION
 1/8"=1'-0"



C SECTION - TYP. @ DOOR OPENING
 1/4"=1'-0"

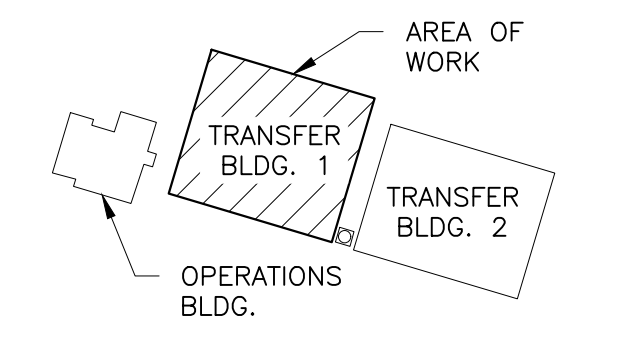
DEMOLITION NOTES:

- ① EXISTING METAL CLADDING
- ② EXISTING ACCESS DOOR.
- ③ EXISTING LOUVRE.
- ④ EXISTING CONCRETE BOLLARD.
- ⑤ EXISTING CONCRETE BOLLARD W/ ANGLE GUARD.
- ⑥ EXISTING EXTERIOR LIGHT.
- ⑦ EXISTING TRAFFIC LIGHT.
- ⑧ EXISTING SIGNAGE.
- ⑨ EXISTING SECTIONAL O/H DOOR AND HARDWARE TO BE REMOVED. NEW DOOR SUPPLIER/INSTALLER TO BE CONFIRMED. EXISTING OPENING AREA TO BE USED IS SUITABLE FOR NEW DOOR INSTALLATION. REPORT ANY DISCREPANCIES THAT WILL IMPEDED ROLL-UP DOOR INSTALLATION TO CONSULTANT.
- ⑩ EXISTING CONCRETE CURB, JAMB FRAMING, HEAD FRAMING, GIRT FRAMING AND CLADDING TO BE DEMOLISHED.
- ⑪ EXISTING HEAD AND JAMB CLOSURE FLASHING. SEE RENOVATION NOTES THIS DRAWING.
- ⑫ EXISTING CONCRETE BOLLARD TO BE DEMOLISHED.
- ⑬ EXISTING TRAFFIC SIGNALS AT EXPANDED SIDE OF DOOR OPENING TO BE RELOCATED.
- ⑭ EXISTING SIGNAGE TO BE RELOCATED BY OWNER.
- ⑮ EXISTING METAL CLADDING TO BE REMOVED TO ALLOW FOR INSTALLATION OF DOOR OPENING FRAMING AND DOOR DRUM SUPPORT FRAMING. REINSTATE EXISTING METAL CLADDING AFTER FRAMING INSTALLATION. PROVIDE NEW CLADDING FASTENERS - TYPE, SPACING AND FINISH TO MATCH EXISTING.

RENOVATION NOTES:

- ① TO ⑧ EXISTING ITEMS TO REMAIN. SEE DEMOLITION NOTES THIS DRAWING.
- ⑯ NEW TNR MODEL HDC SPRINGLESS DESIGN RUBBER DOOR. SEE STRUCTURAL DRAWINGS FOR NEW WALL FRAMING.
- ⑰ KNOCK-AWAY BOTTOM BAR.
- ⑱ RUBBER LOOP.
- ⑲ NEW HEAD AND JAMB CLOSURE FLASHING. PROVIDE NEW HEAD AND JAMB CLOSURE FLASHINGS C/W MOUNTING HARDWARE. SEAL NEW HEAD AND JAMB CLOSURE FLASHINGS TO EXISTING FLASHINGS. NEW HEAD AND JAMB CLOSURE FLASHING PROFILE AND COLOUR TO MATCH EXISTING.
- ⑳ NEW CONCRETE BOLLARD TO MATCH EXISTING.
- ㉑ NEW CONCRETE BOLLARD C/W ANGLE BUMPER TO MATCH EXISTING.

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
A	2024-04-24	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 SOUTH ELEVATION DEMOLITION & RENOVATION

DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524		
DESIGNED BY	JH	DRAWING NO.	ETB1 - A.2.01
DRAWN BY	ERG	VERSION	B

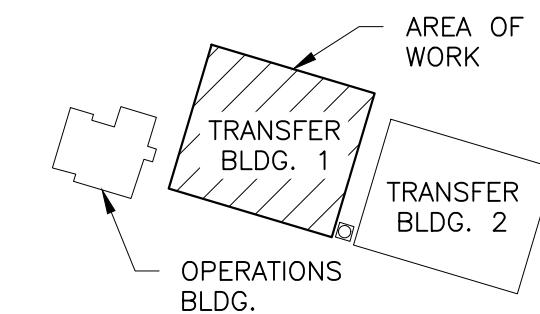
3	ROCKY POINT ENGINEERING	M-1	21AUG2020	FLOOR PLAN - MECHANICAL
2	CARGO BUILDING SYSTEMS	SHEET S-3	3-4-91	JOB No. 91028 DWG 6 OF 23
1	HEROLD ENGINEERING LTD.	ETB-A300	2009.11.25	ARCHITECTURAL BUILDING ELEVATIONS
REF#	CONSULTANT	DRAWING No.	DATE	TITLE

REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

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KEY PLAN



- NOTES:**
- SEE DWG A.0.01 FOR GENERAL NOTES.
 - DRAWINGS ARE TO BE READ IN CONJUNCTION WITH OTHER DISCIPLINE DRAWINGS AND APPLICABLE SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR CO-ORDINATING WORK SHOWN ON THIS DRAWING WITH WORK SHOWN ON ALL OTHER DISCIPLINE DRAWINGS.
 - ALL SURFACES TO BE CLEAN AND FREE OF DIRT AND OIL.
 - PRIME SURFACES FOR FINISHING AS PER MANUFACTURER'S PRINTED INSTRUCTIONS.
 - HEAD AND JAMB FRAME FLASHING TO MATCH EXISTING BUILDING COLOUR SCHEME.
 - CONTRACTOR TO CO-ORDINATE SUPPLY AND INSTALLATION OF DOOR CONTROLS WITH OWNER TO ENSURE COMPLIANCE WITH SECURITY STANDARDS AND COMPATIBILITY WITH MASTER SYSTEM.

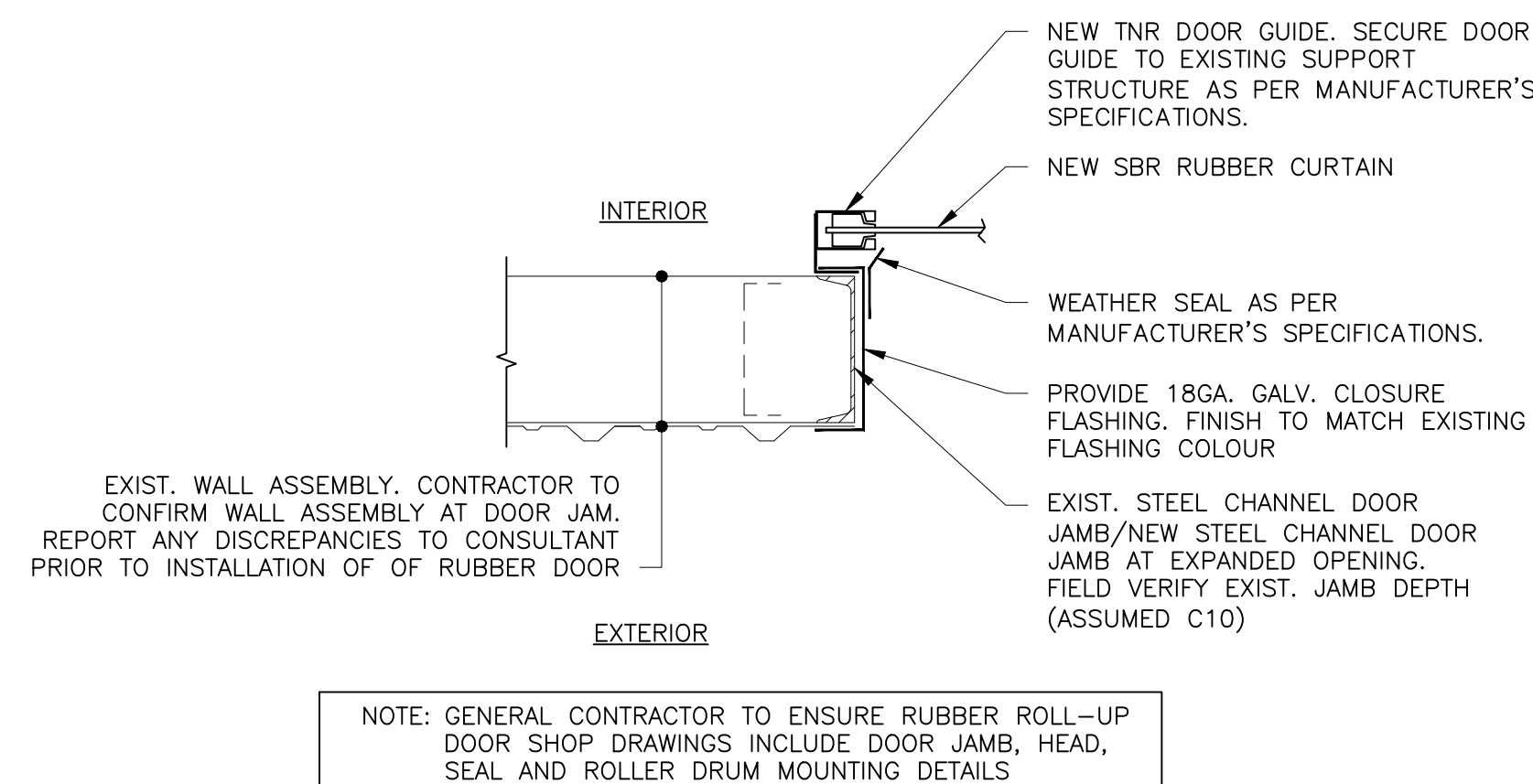
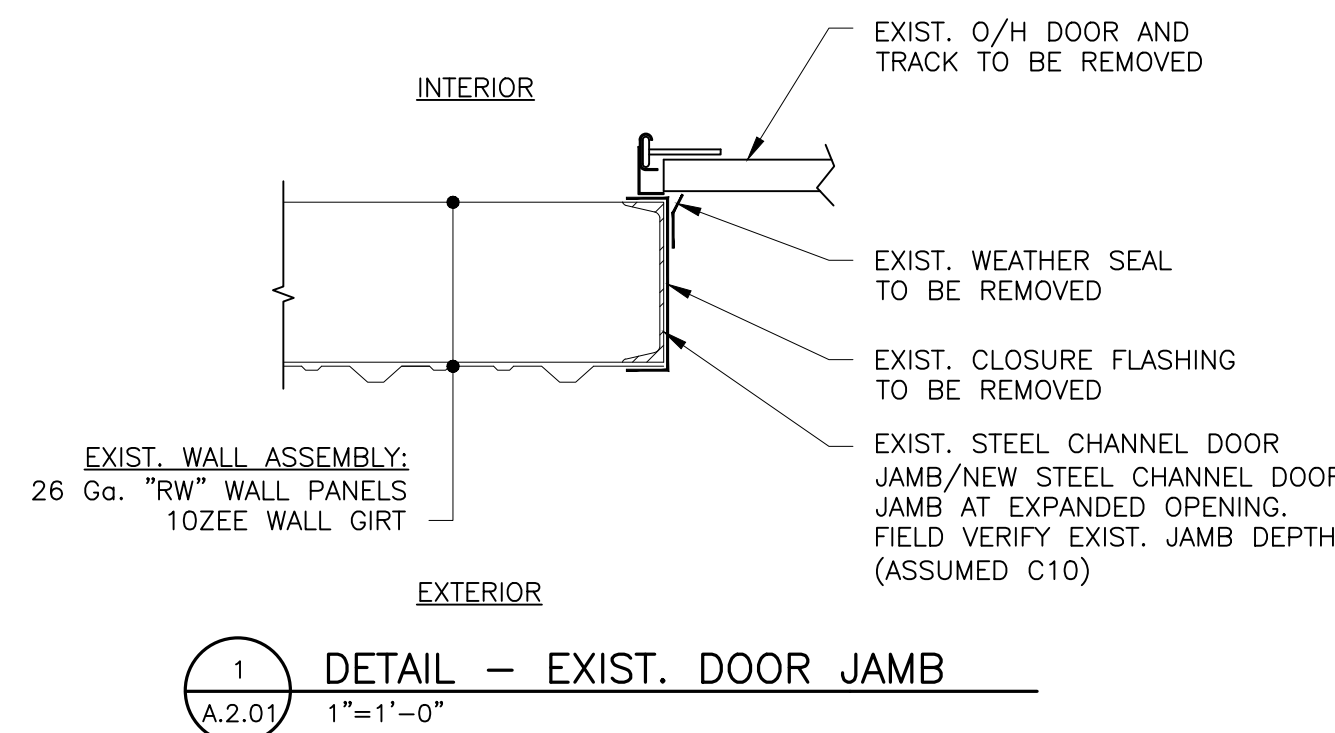
ABBREVIATIONS:

CONC CONCRETE
 F1 FINISH CHOSEN BY OWNER
 PC POLYESTER CORD
 PT PAINTED (COLOUR CHOSEN BY OWNER)
 RB RUBBER
 STL STEEL

DOOR AND FRAME SCHEDULE																																		
DOOR														FRAME						HARDWARE											COMMENTS			
No.	TYPE	LOCATION	MANUFACTURER	MODEL	SIZE			MATL.	CORE	FIN.	TYPE	MATL.	DETAIL			FIN.	FIRE RATING	BUTTS	LATCH SET	LOCKS	PANIC	CLOSER	PUSH/PULL	KICK PLATE	FLOOR/WALL STOP	THRESHOLD	WEATHER-STRIPPING	DOOR BOTTOM	FLUSH BOLTS	ASTRAGAL		LOCK GUARD		
					W	H	THK.					HEAD	JAMB	SILL																				
A	1	YARD WASTE	TNR DOORS	HDC	15'-9 3/8"	14'-9 3/8"	1/2"	RB	PC	F1		STL	STL	STL	CONC.	PT	N/A										X	X						POWER OPERATED, TRIGGERED MANUALLY, C/W GALV. HOOD ASSEMBLY SET, JAMB AS INDICATED. PROVIDE DDC DOOR CONTACTS /SENSORS SUITABLE FOR SUPPLIED DOOR AND COMPATIBLE WITH EXISTING DDC SYSTEM
B	1	YARD WASTE	TNR DOORS	HDC	17'-9 3/8"	14'-9 3/8"	1/2"	RB	PC	F1		STL	STL	STL	CONC.	PT	N/A										X	X						
C	1	SELF HAUL	TNR DOORS	HDC	15'-9 3/8"	14'-9 3/8"	1/2"	RB	PC	F1		STL	STL	STL	CONC.	PT	N/A										X	X						
D	1	SELF HAUL	TNR DOORS	HDC	17'-9 3/8"	14'-9 3/8"	1/2"	RB	PC	F1		STL	STL	STL	CONC.	PT	N/A										X	X						



TYPE 1
RUBBER ROLL-UP DOOR



ROLL-UP DOOR SPECIFICATIONS:

- GENERAL
 - SUBMITTALS

SUBMIT IN ACCORDANCE WITH SECTION 01341 "SUBMITTALS BY THE CONTRACTOR".

FAST RUBBER DOORS:

 - MANUFACTURER'S PRODUCT DATA AND COMPLETE INSTALLATION INSTRUCTIONS FOR DOORS AND HARDWARE
 - SHOP DRAWINGS: SHOW DETAILED DOOR ASSEMBLIES AND ADJACENT CONSTRUCTION. SHOW ELEVATIONS, SECTIONS AND DETAILS AND CLEARANCES REQUIRED FOR DOOR ASSEMBLIES.
 - LETTER OF CONFORMANCE INDICATING THAT DOORS ARE INSTALLED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
 - CLOSE-OUT SUBMITTALS

FAST RUBBER DOORS: SUBMIT A COPY OF PROPOSED PREVENTATIVE MAINTENANCE PROGRAM FOR OVERHEAD DOORS AND OTHER RELATED COMPONENTS REQUIRING REGULAR MAINTENANCE AND CHECK-UPS.
 - WARRANTY

FAST RUBBER DOORS: LIMITED LIFETIME WARRANTY AGAINST DEFECTS IN MANUFACTURE ON CURTAIN AND GUIDE SYSTEM AND 2 YEARS ON ALL OTHER PARTS AND WORKMANSHIP.

OVERHEAD DOOR INSTALLATION: LABOUR WARRANTY FOR 1 YEAR FROM COMPLETION OF INSTALLATION.
- PRODUCTS
 - FAST RUBBER DOORS:

MODEL HDC SPRINGLESS HIGH CYCLE RUBBER DOORS WITH THRU-BEAM PHOTOELECTRIC SENSOR.

 - MANUFACTURER: TNR DOORS. CONTACT: CREATIVE DOOR, VANCOUVER, B.C. WWW.CREATIVEDOOR.COM
 - DOORS: CONSTRUCTED OF HOT-DIP GALVANIZED STEEL, ALUMINUM AND SBR RUBBER/WOVEN CURTAIN.
 - CURTAIN: TWO LAYERS OF STYRENE BUTADIENE RUBBER SANDWICHED WITH 1-PLY POLYESTER CORD CENTRE.
 - COLOUR: MANUFACTURER'S STANDARD OR AS SELECTED BY BC TRANSIT'S REPRESENTATIVE.

BUS WASH DOORS TO BE PROVIDED WITH ADJUSTMENTS AND UPGRADES AS REQUIRED AND AS IDENTIFIED BY MANUFACTURER FOR OPERATION IN A WET ENVIRONMENT.
 - MOUNTING AND OPERATING COMPONENTS: TRACK, TRACK ANGLE, TRACK GUARDS, TRACK HANGERS, HINGES, ROLLERS, ROLLER BRACKETS, SHAFT AND COUNTERBALANCE SPRINGS, BUMPER SPRINGS, ELECTRICAL MOTORS, CONTROLLERS, DOOR OPERATORS AND DOOR SAFETY SYSTEMS AND DEVICES AS RECOMMENDED BY DOOR MANUFACTURER.
 - POWER SUPPLY AND FUSED DISCONNECT NEAR OPENING ON OPERATOR SIDE TO BE INSTALLED UNDER DIVISION 16. WIRING FROM FUSED DISCONNECT TO OPERATOR AND TO CONTROLS BY DOOR CONTRACTOR.
- EXECUTION:
 - EXAMINATION:

PRIOR TO COMMENCING INSTALLATION, THOROUGHLY EXAMINE LOCATION WHERE DOOR(S) AND ALL OTHER RELATED COMPONENTS ARE TO BE INSTALLED, TO ENSURE A SATISFACTORY INSTALLATION, DOOR INSTALLER MUST INSPECT OPENING TO ENSURE IT IS SQUARE AND TRUE AND FLOOR IS LEVEL TO ENSURE PROPER OPERATION AND SEAL AT FLOOR.

REPORT IN WRITING TO BC TRANSIT REPRESENTATIVE ANY CONDITION ADVERSELY AFFECTING THIS WORK. PROCEED WITH WORK ONLY WHEN CONDITIONS ARE SATISFACTORY FOR INSTALLATION.
 - INSTALLATION

INSTALL SYSTEM IN ACCORDANCE WITH FINAL REVIEWED SHOP DRAWINGS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.

ASSEMBLE AND ERECT WORK PLUMBS, TRUE, SQUARE, STRAIGHT, LEVEL AND ACCURATE AS PER DRAWINGS AND REVIEWED SHOP DRAWINGS.

ISOLATE METALS WHERE NECESSARY TO PREVENT CORROSION DUE TO CONTACT WITH DISSIMILAR METALS AND BETWEEN METALS, MASONRY AND CONCRETE. USE BITUMINOUS PAINT OR BUTYL TAPE OR AS RECOMMENDED BY DOOR MANUFACTURER.

COMPLETE INSTALLATION TO SATISFACTION OF BC TRANSIT REPRESENTATIVE. ANY AND ALL ASPECTS OF INSTALLATION ADVERSELY AFFECTING APPEARANCE OR PERFORMANCE OF SUCH INSTALLATION SHALL BE DEEMED UNACCEPTABLE AND SHALL BE FULLY REPLACED AT NO ADDITIONAL COST TO BC TRANSIT.

ENSURE COMPLETE INSTALLATION INCLUDES TRACKS, SENSORS OPERATING EQUIPMENT, CONTROLS, NECESSARY HARDWARE, WEATHER-STRIPPING, ANCHORS, HANGERS, BRACKETS AND ALL OTHER ACCESSORIES AS REQUIRED TO PROVIDE A FULLY FUNCTIONAL SYSTEM. INCLUDE ITEMS NOT SPECIFIED HEREIN BUT REQUIRED FOR A COMPLETE INSTALLATION.

FIT, ALIGN AND ADJUST DOOR ASSEMBLIES LEVEL AND PLUMB TO ENSURE SMOOTH OPERATION AND PROVIDE CORRECT CLOSURE TO THE SATISFACTION OF BC TRANSIT REPRESENTATIVE.
 - ADJUSTING AND DEMONSTRATION:

UPON COMPLETING INSTALLATION OF DOORS AND OPERATING EQUIPMENT, LUBRICATE MOVING PARTS AS RECOMMENDED BY MANUFACTURER BEFORE OPERATION.

TEST DOOR OPERATION AND ADJUST DOORS FOR SMOOTH OPERATION FREE FROM WARP, TWIST OR DISTORTION.

DEMONSTRATE OPERATION TO BC TRANSIT REPRESENTATIVE AT TIME OF ACCEPTANCE OF COMPLETED WORK.

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PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 DOOR SCHEDULE, DETAILS AND SPECIFICATIONS

DATE	2024-07-11	SCALE	As Shown
PROJECT NO.	2401524		
DESIGNED BY	JH	DRAWING NO.	ETB1 - A.5.01
DRAWN BY	ERG	VERSION	B

NOT FOR CONSTRUCTION

Plot Date: 2024-07-11 11:40 AM by: agebb - Plotted: 2024-07-11 12:28 PM by: Eric Gabbo
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GENERAL NOTES:

- THE GENERAL NOTES AND TYPICAL DETAILS ARE APPLICABLE TO ALL PARTS OF THE PROJECT AND SHALL BE READ IN CONJUNCTION WITH THE DRAWINGS.
- USE ONLY THE LATEST ISSUES OF ANY GOVERNMENT CODES, STANDARDS OR REGULATIONS MENTIONED IN THE FOLLOWING NOTES, UNLESS OTHERWISE INDICATED.
- NEW STRUCTURAL ELEMENTS SHOWN ON THESE DRAWINGS ARE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF LATEST BRITISH COLUMBIA BUILDING CODE (2024), ALL CONSTRUCTION, EXCEPT WHERE NOTED OTHERWISE, SHALL COMPLY WITH THAT SAME CODE.

DESIGN LOADS ARE AS FOLLOWS:

SNOW:
S_s = 2.1 kPa
S_r = 0.4 kPa
+ ACCUMULATIONS
I_s = 1.0

WIND:
1/10 = 0.38
1/50 = 0.48 kPa
I_w = 1.0

SEISMIC
S_a(0.2X_g)=1.35 S_a(0.5X_g)=1.50 S_a(1.0X_g)=1.07, S_a(2.0X_g)=0.686, S_a(5.0X_g)=0.194,
S_a(10.0X_g)=0.0691, P_{ga}(X_g)=0.607, I=1.0

SITE CLASS "D"

LATERAL LOAD RESISTING SYSTEM IS BASED ON THE LIMITED DUCTILITY BRACED FRAMES
R_d=1.5
R_o=1.3

- DRAWINGS AND DETAILS ARE INTENDED TO SHOW THE END RESULT OF DESIGN. MODIFICATIONS TO THE DESIGN NECESSARY TO SUIT SITE DIMENSIONS OR CONDITIONS SHALL BE SUBMITTED TO CONSULTANT FOR APPROVAL BEFORE PROCEEDING.
- FOR DETAILS AND DIMENSIONS NOT GIVEN ON STRUCTURAL DRAWINGS SEE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS. VERIFY LOCATIONS AND DIMENSIONS OF ALL OPENINGS, PIPE SLEEVES, ETC. AS REQUIRED WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS.
- DO NOT CUT THROUGH, CORE-DRILL OR OTHERWISE ALTER ANY EXISTING OR NEW PART OF THE STRUCTURE WITHOUT PRIOR APPROVAL OF CONSULTANT.
- THE SCHEDULING OF ALL WORK, INCLUDING ACCESSIBILITY, FLAGGING AND LOGISTICS SHALL BE COORDINATED AND AGREED WITH THE OWNER PRIOR TO COMMENCEMENT.
- ANY DEVIATION FROM THE SEQUENCE OF WORK INDICATED ON THE DRAWINGS MUST BE APPROVED BY THE CONSULTANT.
- DO NOT EXCEED THE DESIGN LOADINGS INDICATED ON THESE DRAWINGS DURING CONSTRUCTION.
- ALL DESIGN LOADINGS INDICATED ON THESE DRAWINGS ARE SPECIFIED (i.e.UNFACTORED SERVICE) LOADINGS UNLESS OTHERWISE INDICATED.
- DO NOT SCALE THE DRAWINGS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SAFEGUARD ALL EXISTING STRUCTURES AFFECTED BY THIS CONSTRUCTION. ON ANY NEW STRUCTURE, DO NOT EXCEED THE DESIGN LOADINGS INDICATED ON THESE DRAWINGS.
- MAKE ADEQUATE PROVISIONS FOR CONSTRUCTION STRESSES AND FOR SUFFICIENT TEMPORARY BRACING AND SHORING TO KEEP THE STRUCTURE PLUMB AND LEVEL DURING ALL PHASES OF WORK. ANY BRACING MEMBERS SHOWN ON STRUCTURAL DRAWINGS ARE THOSE REQUIRED FOR THE FINISHED STRUCTURE AND MAY NOT BE ADEQUATE FOR ERECTION PURPOSES.
- ALL LOADING FOR CONNECTIONS AND BRACES SHOWN ON THESE DRAWINGS ARE THE CRITICAL FACTORED FORCES, UNLESS OTHERWISE INDICATED.
- ALL DIMENSIONS SHOWN ARE FEET AND INCHES UNLESS OTHERWISE INDICATED.
- ALL DIMENSIONS TO BE VERIFIED WITH FIELD MEASUREMENTS. PRIOR TO SHOP DRAWING FABRICATION.
- PROVIDE A MINIMUM OF 48 HOURS OF NOTICE FOR A FIELD REVIEW.
- SHOP DRAWING REVIEW WILL BE TURNED AROUND IN ONE WEEK FROM THE DATE RECEIVED AT THE CONSULTANT'S OFFICE.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL CONSTRUCTION WASTE AND SURPLUS MATERIALS OFF SITE. USE OF ONSITE FACILITY FOR THE DISPOSAL OF CONSTRUCTION WASTE AND SURPLUS MATERIAL IS NOT PERMITTED.

EQUIPMENT SUPPORT:

- SUPPORT FOR THE EQUIPMENT DESIGNED AND SUPPLIED BY OTHER DISCIPLINES (MECHANICAL, ELECTRICAL AND PIPING) SHALL BE DESIGNED BY PROFESSIONAL ENGINEERS FOR LOADS AND EFFECTS ACCORDING TO THE BCBC. THE LOCATIONS OF THE POINT LOADS SHALL BE REVIEWED WITH MORRISON HERSHFELD (MH). SUBMIT SHOP DRAWINGS FOR REVIEW BY MH.

CONCRETE:

- ALL CONCRETE MATERIALS AND WORKMANSHIP TO CONFORM TO CSA-A23.1-19 & CSA-A23.2-19.
- CONCRETE FORMWORK, FALSEWORK AND ACCESS SCAFFOLDING TO CONFORM TO CSA-S269.1-16 AND CSA-S269.2-16.
- REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF CURBS AND PAOS. REINFORCE AS PER TYPICAL DETAILS UNLESS OTHERWISE NOTED.
- ALL CONCRETE SHALL BE NORMAL DENSITY, UNLESS NOTED OTHERWISE, CONFORMING TO THE FOLLOWING:

LOCATION	EXPOSURE CLASS	CEMENT TYPE	MAX. W/C RATIO	AIR	MIN. F _c 28 DAYS (MPa)	AGGR. SIZE (mm)	SLMP (mm)
FOUNDATIONS	C1	MS	0.4	5-8	30	20 (MAX.)	80 +/- 30
SLAB ON GRADE	C1	MS	0.4	5-8	30	20 (MAX.)	80 +/- 30

- ALL CONCRETE WHICH WILL BE SUBJECTED TO FREEZING AND THAWING OR SUBJECTED TO APPLICATIONS OF DEICING CHEMICAL IS TO CONTAIN ENTRAINED AIR IN ACCORDANCE WITH THE REQUIREMENTS OF CSA STANDARD A23.1.
- SUBMIT MIX DESIGNS FOR EACH CLASS OF CONCRETE TO BE USED ON THE PROJECT.
- ADMIXTURES THAT CONTAIN CHLORIDES SHALL NOT BE USED.
- UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING CLEAR CONCRETE COVER TO REINFORCING STEEL:

LOCATION	SPECIFIED COVER (mm)
CONCRETE CAST AGAINST EARTH	75
BEAMS AND GIRDERS	40
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER	50
FORMED SLABS AND WALLS NOT EXPOSED TO EARTH OR WEATHER	40
- THE EXTERIOR FACE OF THE FINISHED CONCRETE SHALL BE EVEN, FREE OF HONEYCOMBS, OR OTHER DEFECTS CAUSED BY THE FORMWORK. FILL HONEYCOMBS WITH A PATCHING MORTAR. GRIND DOWN ANY ROUGH EDGES.
- NO HOLES SHALL BE MADE THROUGH CONCRETE WORK OTHER THAN THOSE INDICATED ON THE STRUCTURAL DRAWINGS, WITHOUT APPROVAL FROM THE CONSULTANT.
- UNLESS SHOWN OTHERWISE, ALL EXISTING CONCRETE SUBSTRATES TO BE BONDED TO NEW CONCRETE SHALL BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF 6 mm AND A FREQUENCY NOT EXCEEDING 25mm AND SHALL BE CLEANED OF ALL DIRT, RUST AND LAITANCE. DO NOT CUT EXISTING REINFORCING BARS THAT INTERSECT JOINTS OF NEW-TO-EXISTING CONCRETE. PREPARED SURFACES OF EXISTING CONCRETE SHALL BE THOROUGHLY WETTED DOWN WITH POTABLE WATER FOR NOT LESS THAN ONE (1) HOUR PRIOR TO PLACEMENT OF CONCRETE. PUDDLES AND/OR FREE WATER SHALL BE BLOWN CLEAR OF THE REPAIR AREA IMMEDIATELY BEFORE PLACEMENT OF CONCRETE. CONCRETE SUBSTRATE MUST BE CLEAN, SOUND, AND IN A SATURATED SURFACE DRY CONDITION AT TIME OF APPLICATION. TEMPERATURE OF SLAB AND AIR TEMPERATURE MUST NOT BE BELOW +10°C AT BONDED OVERLAPS.
- PROVIDE $\frac{1}{4}$ " CHAMFER AT ALL EXPOSED CORNERS UNLESS OTHERWISE NOTED.
- ALL OPENINGS SHALL BE FORMED OR SLEEVED PRIOR TO PLACING CONCRETE.
- PROVIDE ADDITIONAL REINFORCING AT OPENINGS AS SHOWN OR DIRECTED BY CONSULTANT.
- OBTAIN CONSULTANT'S APPROVAL FOR ANY OPENINGS REQUIRED BUT NOT SHOWN ON STRUCTURAL DRAWINGS.
- CURE CONCRETE WALLS WITH WATER SPRAY FOR THREE DAYS. ALTERNATIVELY, KEEP THE FORMS IN PLACE AND WET THE TOP OF WALL FOR THREE DAYS.
- DO NOT COMPACT SOIL AGAINST THE FOUNDATION WALLS UNTIL THE CONCRETE REACHES ITS SPECIFIED STRENGTH

CONCRETE ANCHORS:

- VERIFY LOCATIONS BY A NON-DESTRUCTIVE METHOD SUCH AS GPR, BEFORE DRILLING HOLES IN CONCRETE.
- DO NOT CUT REBAR.
- PATCH UP UNWOUND HOLES IN CONCRETE WITH CONCRETE PATCHING MORTAR.
- DRILL HOLES IN THE STRUCTURAL STEEL TO BE ANCHORED ONLY AFTER CONFIRMING THE LOCATION OF HOLES IN THE CONCRETE SUBSTRATE. RESTORE UNUSED HOLES IN THE STEEL MEMBER WITH PLUG WELDS.

REINFORCING STEEL:

- CONFORM TO THE REQUIREMENTS OF CSA STANDARD A23.1-14 & A23.3-14.
- REINFORCING STEEL SHALL BE DEFORMED BAR CONFORMING TO CSA STANDARD G30.18-09 (R2014), GRADE 400R, UNLESS OTHERWISE NOTED.
- WELDED WIRE FABRIC SHALL HAVE A MINIMUM YIELD STRENGTH OF 450 MPa AND SHALL CONFORM TO CSA STANDARD G30.5-M1983 (WITHDRAWN**). SUPPLY IN FLAT SHEETS ONLY.
- REINFORCING STEEL IS TO BE DETAILED, BENT AND PLACED IN ACCORDANCE WITH THE R.S.I.C REINFORCING STEEL MANUAL OF STANDARD PRACTICE SUBMIT SHOP DRAWINGS INDICATING ALL DETAILS OF REINFORCING STEEL PLACEMENT.
- PROVIDE CHAIRS, SPACER BARS, SUPPORT BARS AND OTHER ACCESSORIES TO SUPPORT REINFORCING IN ACCORDANCE WITH A23.1-14 AND A23.3-14. ALL THE WIRE, CHAIRS AND BAR SUPPORTS FOR FOUNDATIONS AND FOR EXPOSED CONCRETE SHALL BE NONMETALLIC OR COATED.
- PROVIDE ONE 15M NOSING BAR FOR ALL SILLS, LEDGES, AND STEPS, UNLESS OTHERWISE NOTED. NOSING BARS AT STAIR TREADS TO BE STAINLESS STEEL DEFORMED BARS.
- PROVIDE CLASS 'B' TENSION LAP SPLICES U.N.O.. ALL SPLICE LOCATIONS SHALL BE TO THE APPROVAL OF THE CONSULTANT.
- DOWELS TO EXISTING CONCRETE SHALL USE THE HILTI HY-200 DOWELING SYSTEM. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
- PROVIDE MATCHING DOWELS TO PIERS OR WALLS FROM FOOTINGS, WITH CLASS 'B' LAP.
- PROVIDE ONE 15M TOP AND BOTTOM REINFORCING BARS AT ALL EDGES OF SLABS. THIS REINFORCING MAY BE PROVIDED BY MODIFYING THE BARS SHOWN ON PLAN OR SCHEDULE, OR BY PROVIDING ADDITIONAL REINFORCING.
- LAP SPLICES IN WELDED WIRE MESH SHALL NOT BE LESS THAN 8", AS MEASURED BETWEEN THE OUTERMOST CROSS-WIRES OF EACH FABRIC SHEET.
- LAP SPLICES LENGTH:

BAR	SPLICE LENGTH (mm)	BAR	SPLICE LENGTH (mm)
10M	600	25M	1500
15M	800	30M	1700
20M	900	35M	2100

STRUCTURAL STEEL:

- DESIGN, FABRICATION AND ERECTION SHALL CONFORM TO CSA-S16-14 (INCLUDING S16S1-05 SUPPLEMENT #1), S136-16 AND CISC CODE OF STANDARD PRACTICE FOR STRUCTURAL STEEL.
- ALL STRUCTURAL STEEL TO CONFORM TO CAN/CSA-G40.21-13:
 - 350W, CLASS C FOR ALL HOLLOW STRUCTURAL SECTIONS, U.N.O.
 - 350W FOR WELDED OR ROLLED WIDE-FLANGE SECTIONS.
 - 350W FOR CHANNELS AND ANGLES.
 - 300W FOR PLATES AND SOLID ROUND BARS.
 - 350W FOR ALL OTHER SECTIONS, U.N.O. INCLUDING COLD FORMED SECTIONS PIPES SHALL CONFORM TO ASTM 500- GRADE C (317W)
- ALL BOLTS TO BE HIGH STRENGTH TYPE TO ASTM A325 REQUIREMENTS. USE BEARING-TYPE CONNECTIONS, MINIMUM TWO ZMW BOLTS PER CONNECTION UNLESS OTHERWISE NOTED. THREADS MUST BE EXCLUDED FROM THE SHEAR PLANES.
- ANCHOR BOLTS FOR BRACED BAY COLUMNS TO BE DYNWIDAG THREADED BAR $\frac{5}{8}$ "x20 MPa (Fy/Fu) SEE DETAIL A/5.1.01 ALL OTHER ANCHORS TO ASTM A307 UNLESS OTHERWISE NOTED. PROVIDE DOUBLE A325 NUTS
- WELDING:
 - WELDING WORK TO BE IN ACCORDANCE WITH CSA STANDARDS W55.3-08 (R2013) AND W59-13.
 - FUSION WELDING ONLY TO BE UNDERTAKEN BY A FABRICATOR CERTIFIED TO CSA-W47.1-09 (R2013) FOR DIVISION 1 OR 2.
 - RESISTANCE WELDING TO COMPLY WITH CSA-W55.3.
 - EXPOSED WELDS SHALL BE CONTINUOUS AND GROUND SMOOTH
- STEEL FABRICATOR SHALL DESIGN CONNECTIONS TO RESIST LOADS AND FORCES SHOWN. SUBMIT SHOP DRAWINGS AS SPECIFIED.
- PROVIDE ALL REQUIRED GUSSETS, SPACERS, FILLERS AND SHIM PLATES.
- MAKE NO HOLES IN ANY STRUCTURAL STEEL MEMBER OTHER THAN THOSE ON REVIEWED SHOP DRAWINGS WITH PRIOR APPROVAL OF CONSULTANT.
- STRUCTURAL STEEL EXPOSED TO THE WEATHER SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH CSA-G184 WITH A MINIMUM ZINC COATING OF 600 GRAMS PER SQUARE METRE. ALL INTERIOR STEEL TO BE PRIME PAINTED UNLESS NOTED OTHERWISE.
- PAINTING:
 - SURFACE PREPARATION - SAND BLAST CLEANING AS PER SSPC-SP-6 COMMERCIAL BLAST CLEANING. PROFILE: 1-3 MILS.
 - PRIMER - RUSLEX 710; UNIVERSAL SHOP PRIMER BY CLOVERDALE PAINT, GRAY COLOUR, 4 MILS DFT
 - TOP COAT - AS PER ARCHITECT'S SPECIFICATIONS
 - SUBSTITUTIONS SHALL BE PRE-APPROVED BY CONSULTANT
 - JOISTS SHALL BE COATED WITH PRIMER ONLY
 - ALL OTHER STEELWORK INCLUDING THE MISCELLANEOUS STEEL SHALL HAVE THE PRIMER AND THE TOP COAT UNLESS GALVANIZING IS SPECIFIED.
 - TOUCH UP DAMAGED SURFACES WITH THE PRIMER
 - TOUCH UP WITH PRIMER ALL AREAS DAMAGED BY WELDING
- PROVIDE CISC DOUBLE ANGLE BEAM SHEAR CONNECTIONS UNLESS NOTED OTHERWISE.
- PROVIDE 4.8mm THICK CAP PLATES ON OPEN ENDS OF HSS MEMBERS U.N.O.
- CENTER BEARING PLATES UNDER BEAMS EXCEPT WHERE NOTED OTHERWISE.
- BEARING PLATE DIMENSION GIVEN FIRST INDICATES SIZE PARALLEL TO BEAM OR COLUMN WEB.
- DESIGN LIGHT COLD FORM STEEL FRAMING FOR LOADS SHOWN ON DRAWINGS. SUBMIT SHOP DRAWINGS SEALED BY ENGINEER.
- SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL STEELWORK BEARING THE STAMP OF A PROFESSIONAL ENGINEER REGISTERED IN THE PROVINCE OF BRITISH COLUMBIA.

STRUCTURAL STEEL CONNECTIONS:

- DESIGN OF CONNECTIONS NOT SHOWN ON ENGINEERING DRAWINGS IS THE RESPONSIBILITY OF THE FABRICATOR.
- STEEL FABRICATOR SHALL DESIGN CONNECTIONS TO RESIST LOADS AND FORCES SHOWN. SUBMIT SHOP DRAWINGS AS SPECIFIED.
- ALL BEAM-BEAM AND BEAM-COLUMN CONNECTIONS SHALL BE FOR 50% OF THE SHEAR RESISTANCE, V_v OF THE BEAM OR THE FACTORED SHEAR RESULTING FROM A UDL AS PER CISC HANDBOOK BEAM LOAD TABLES, LATEST EDITION, WHICHEVER IS MAXIMUM.
- ALL BRACING CONNECTIONS SHALL BE FOR 100% OF THE MEMBER'S TENSILE RESISTANCE WHERE THE TENSILE RESISTANCE IS CALCULATED USING THE MEMBER'S GROSS AREA (T_r = ϕ A_g F_y) OR COMPRESSION RESISTANCE DETERMINED FROM 50% A_g F_y WHICHEVER PROVIDES THE DETERMINING LOAD CASE FOR CONNECTION DESIGN.
- ALL BACK TO BACK ANGLE BRACING SHALL BE INTERCONNECTED AT QUARTER POINTS USING A SINGLE 3/4" A325 BOLT AND A SPACER PLATE OR 1200 mm MAX USE THIS DETAIL AS A MINIMUM.
- ALL WELDING SHALL BE CARRIED OUT IN ACCORDANCE WITH CSA W59 BY A FABRICATOR FULLY APPROVED UNDER CSA W47.1 LATEST EDITION No. 1 OR No. 2.
- ALL BOLTS, NUTS AND WASHERS FOR STRUCTURAL STEEL CONNECTIONS SHALL CONFORM TO ASTM A325 LATEST EDITION. ALL BOLTS TO BE 3/4" DIA. MIN.
- ALL BOLTED JOINTS TO BE BEARING TYPE EXCEPT WIND BRACE JOINTS, WHICH ARE DESIGNED TO BE SLIP RESISTANT TYPE.
- NO HOLES TO BE PLACED IN STRUCTURAL STEEL, EXCEPT IN LOCATIONS SHOWN ON SHOP DRAWINGS, WITHOUT PRIOR APPROVAL OF ENGINEER.
- ALL SLIP JOINTS TO HAVE 50mm LONG SLOTTED HOLES. PLACE BOLTS IN CENTER OF HOLE. TIGHTEN TO "SNUG TIGHT" CONDITION AND SPOT WELD NUT TO BOLT.
- SPLICES IN STEEL MEMBERS, OTHER THAN THOSE SHOWN ON THE DRAWINGS, SHALL NOT BE PERMITTED WITHOUT THE PERMISSION OF THE ENGINEER.
- ALL WELDED JOINTS IN ARCHITECTURALLY EXPOSED STRUCTURAL STEEL SHALL BE GROUND SMOOTH AND SHALL HAVE ALL WELD SPLATTER REMOVED.
- THE CONNECTION DESIGN SUBMITTED SHALL INCLUDE ENGINEERING DESIGN NOTES FOR NON-STANDARD CONNECTIONS AS WELL AS SKETCHES REFERENCING THE CONNECTION DETAILS. THE CONNECTION DESIGN ENGINEER SHALL BE RESPONSIBLE FOR ALL CONNECTIONS AND SHALL BE REQUIRED TO STAMP ALL FABRICATION SHOP DRAWINGS IN ADDITION TO THE ERECTION DRAWINGS.
- SINGLE ANGLE SHEAR CONNECTIONS BETWEEN BEAM-BEAM AND BEAM-COLUMNS ARE NOT PERMITTED. ALL SHEAR CONNECTIONS SHALL BE DOUBLE ANGLE CONNECTIONS USING HOT ROLLED ANGLE SECTIONS, UNLESS SHOWN OTHERWISE ON STRUCTURAL DRAWINGS.
- FOR ALL BEAMS WITH COLUMNS ABOVE OR BELOW, PROVIDE STIFFENER PLATES ON BOTH SIDES OF BEAM ALIGNED WITH COLUMNS FLANGES

GROUT:

- NON-SHRINK GROUT: PREMIXED CEMENTIOUS COMPOUND, NONMETALLIC AGGREGATES, 50 MPa COMPRESSIVE STRENGTH AT 28 DAYS.

CORES & OPENINGS:

- CORES OR OPENINGS ARE NOT TO EXCEED 3" DIA. UNLESS NOTED ON DRAWINGS OR APPROVED BY CONSULTANT IN WRITING.
- DO NOT CUT OR CORE IN ANY NEW OR EXISTING STRUCTURAL MEMBERS OTHER THAN WHERE SHOWN ON STRUCTURAL DRAWINGS.
- LOCATE REINF. STEEL WITH GROUND PENETRATING RADAR (GPR) PRIOR TO CUTTING. PROVIDE CONSULTANT WITH DRAWING OR RADARGRAM DEPICTING LOCATION OF REINF. STEEL IN RELATIONSHIP TO THE PROPOSED CORE/OPENING FOR REVIEW PRIOR TO CUTTING.
- DO NOT CUT ANY REINF. STEEL OR EMBEDDED SERVICES IN CONCRETE. DO NOT CORE THROUGH CONCRETE COLUMNS, BEAMS, CAPITALS, DROP PANELS, UNLESS NOTED. PROVIDE AT LEAST 3" CLEAR SPACE BETWEEN NEW CORES, 400mm BETWEEN NEW CORE & EXIST. OPENINGS, SLEEVES OR CORES.
- DO NOT CUT OR DAMAGE REINFORCING STEEL OR EMBEDDED SERVICES IN EXISTING CONCRETE OR MASONRY STRUCTURE. LOCATE ALL REINFORCING STEEL AND SERVICES PRIOR TO DRILLING, CORING OR CUTTING.
- MAINTAIN FIRE RATINGS WHEN PENETRATING FLOORS, CEILINGS, WALLS AND PARTITIONS. FIRESTOP AND SEAL ALL NEW OPENINGS USING ULO APPROVED SEALANT SYSTEM IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS.
- FOR NEW RECTANGULAR OPENINGS IN CONC. OR MASONRY PROVIDE ROUNDED CORNERS.
- TOUCH-UP ENDS OF CUT REBAR WITH 2 COATS OF ZINC-RICH PAINT
- OPENINGS AND SLEEVES:
 - ALL OPENINGS SHALL BE FORMED OR SLEEVED PRIOR TO PLACING CONCRETE
 - PROVIDE ADDITIONAL REINFORCING AT OPENINGS AS SHOWN OR DIRECTED BY CONSULTANT.
 - OBTAIN CONSULTANT'S APPROVAL FOR ANY OPENINGS REQUIRED BUT NOT SHOWN ON STRUCTURAL DRAWINGS.

NON-STRUCTURAL ELEMENTS:

- "NON-STRUCTURAL" OR "SECONDARY STRUCTURAL" ELEMENTS ARE NOT PART OF THE STRUCTURAL DESIGN SHOWN ON THESE DRAWINGS. SUCH ELEMENTS ARE DESIGNED, DETAILED AND REVIEWED IN THE FIELD BY OTHERS. THEY APPEAR ON DRAWINGS OTHER THAN THESE DRAWINGS OF MORRISON HERSHFELD LTD, WHERE STRUCTURAL ENGINEERING RESPONSIBILITY IS REQUIRED FOR THESE ELEMENTS, THIS SHALL BE PROVIDED BY SPECIALTY STRUCTURAL ENGINEERS, WHO SHALL PREPARE ALL SUBMITTALS UNDER THEIR SEAL AND SIGNATURE AND ALSO PROVIDE ANY LETTERS REQUIRED BY BUILDING PERMIT AUTHORITIES.
- EXAMPLES OF NON-STRUCTURAL ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO:
 - OVERHEAD/ROLL-UP DOORS, OVERHEAD/ROLL-UP DOOR CONNECTIONS TO SUPPORT STRUCTURE AND OVERHEAD/ROLL-UP DOOR GUIDES
 - ARCHITECTURAL COMPONENTS SUCH AS FALL PROTECTION PLANS, FALL PROTECTION SYSTEM COMPONENTS (GUARDRAILS, HANDRAILS,ETC) AND FALL PROTECTION ANCHORS
 - ARCHITECTURAL COMPONENTS SUCH AS FLAG POSTS, CANOPIES, CEILINGING, MILLWORK, ETC.
 - LANDSCAPE ELEMENTS SUCH AS BENCHES, LIGHT POSTS, PLANTERS, ETC.
 - CLADDING, GLAZING, WINDOW MULLIONS, INTERIOR STUD WALLS AND EXTERIOR STUD WALLS.
 - ARCHITECTURAL PRE-CAST, PRE-CAST CLADDING.
 - SKYLIGHTS.
 - MECHANICAL AND ELECTRICAL EQUIPMENT, COMPONENTS AND THEIR ATTACHMENT DETAILS.
 - WINDOW WASHING EQUIPMENT AND ITS ATTACHMENTS.
 - ESCALATORS, ELEVATORS AND CONVEYING SYSTEMS.
 - GLASS BLOCK AND ITS ATTACHMENTS.
 - BRICK OR BLOCK VENEERS AND THEIR ATTACHMENTS.
 - NON-STRUCTURAL CONCRETE Toppings.
 - DESIGN AND FIELD REVIEW OF NON-LOAD BEARING MASONRY.
- SHOP DRAWINGS FOR NON-STRUCTURAL ELEMENTS WHICH MAY AFFECT THE PRIMARY STRUCTURAL SYSTEM SHALL BE SUBMITTED TO MORRISON HERSHFELD LTD, INDICATE CLEARLY THE METHOD OF ATTACHMENT AND MAGNITUDE OF ALL FORCES (SPECIFIED AND FACTORED) THAT THE STRUCTURE MUST WITHSTAND. THESE DRAWINGS WILL BE REVIEWED ONLY FOR THE EFFECT OF THE ELEMENT ON THE PRIMARY STRUCTURAL SYSTEM.

QUALITY CONTROL:

- WHEN SPECIFIED OR REQUESTED BY THE CONSULTANT, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO TEN WORKING DAYS FOR REVIEW BY CONSULTANT.
- IN ADDITION TO CONTRACTOR'S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
- SUBMIT SHOP DRAWING BEARING STAMP OF A QUALIFIED PROFESSIONAL ENGINEER REGISTERED IN THE PROVINCE OF BRITISH COLUMBIA.

NOT FOR CONSTRUCTION



6300 Hammond Bay Road
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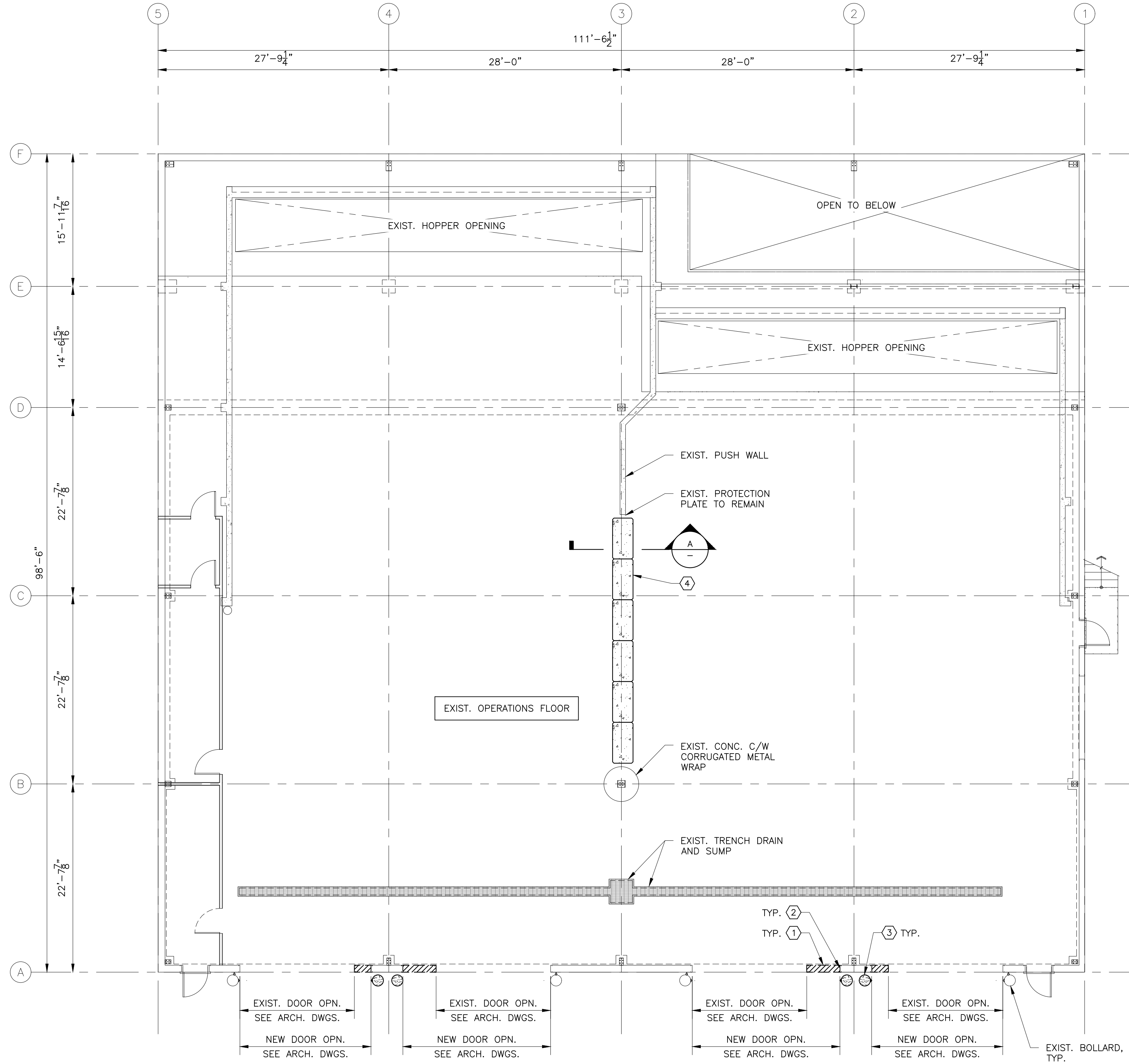
Suite 310, 4321 Still Creek Drive
Burnaby, BC V5C 6S7
Tel: 604 454 0402

PROJECT
CHURCH ROAD
TRANSFER STATION REWORKS
860 CHURCH ROAD
PARKSVILLE, BC

DRAWING
STRUCTURAL
GENERAL NOTES

DATE	2024-07-11	SCALE	As Shown	VERSION	B
PROJECT NO.	2401524				
DESIGNED BY	JH	DRAWING NO.			
DRAWN BY	ERG				
				S.0.01	

Plotter: 2024-07-11 12:03 PM by Eric Cobbo
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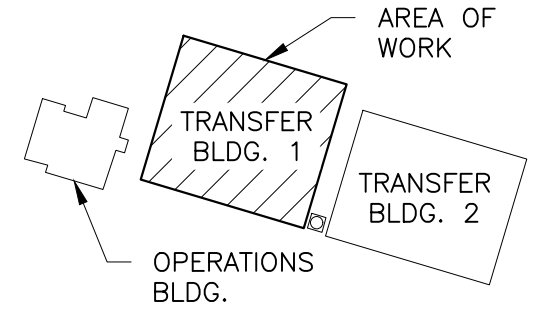


PLAN
1/8"=1'-0"

REFERENCE NOTES:

- ① EXISTING WALL FRAMING, DOOR HEADER, DOOR JAMB AND CLADDING TO BE DEMOLISHED. SEE STRUCTURAL FRAMING ELEVATION DRAWING S.2.01 FOR DETAILS. PORTION OF EXISTING CLADDING ABOVE DOOR TO BE REMOVED AND REINSTATED. SEE ARCHITECTURAL DRAWING A.2.01 FOR DETAILS.
- ② NEW WALL FRAMING, DOOR HEADER FRAMING AND DOOR JAMB FRAMING TO SUIT NEW DOOR OPENING. SEE ARCHITECTURAL DRAWINGS FOR DOOR LOCATION AND SIZES. SEE STRUCTURAL FRAMING ELEVATION DRAWING S.2.01 FOR DETAILS.
- ③ NEW BOLLARD TO MATCH EXISTING. SEE DETAIL 1/S.5.01 FOR DETAILS.
- ④ NEW 2 ROWS MODULAR CONCRETE BLOCK WALL, 5'-0" HIGH. (BLOCK DIMENSIONS = 5'-0"(L)x2'-6"(W)x2'-6"(H) EACH)

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
YYYY-MM-DD	SUBMISSION INFORMATION	

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PROFESSIONAL SEALS

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PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
**EXISTING TRANSFER BUILDING 1
 MAIN LEVEL - OPERATIONS FLOOR PLAN**

DATE	SCALE
2024-05-16	As Shown
PROJECT NO.	DRAWING NO.
2401524	ETB1 - S.1.01

DESIGNED BY	DRAWN BY	VERSION
JH	ERG	B

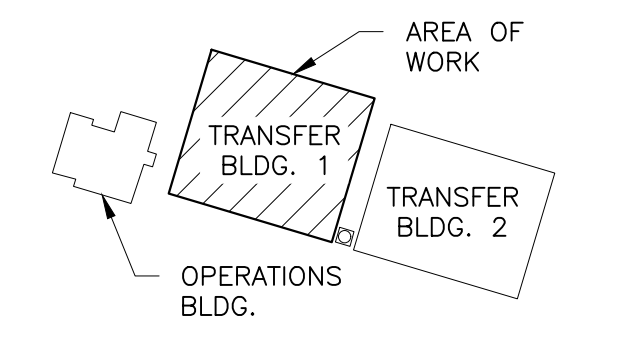
REF#	CONSULTANT	DRAWING No.	DATE	TITLE
5	CARGO BUILDING SYSTEMS	SHEET S-1	3-4-91	JOB No. 91028 DWG 4 OF 23
4	CARGO BUILDING SYSTEMS	SHEET F-2	3-4-91	JOB No. 91028 DWG 3 OF 23
3	CARGO BUILDING SYSTEMS	SHEET F-1	3-4-91	JOB No. 91028 DWG 2 OF 23
2	HEROLD ENGINEERING LTD.	ETB-S200	2009.11.25	OPERATIONAL FLOOR PLAN
1	HEROLD ENGINEERING LTD.	ETB-A201	2009.11.25	ARCHITECTURAL MAIN LEVEL OPERATIONAL FLOOR

REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

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KEY PLAN



LEGEND:

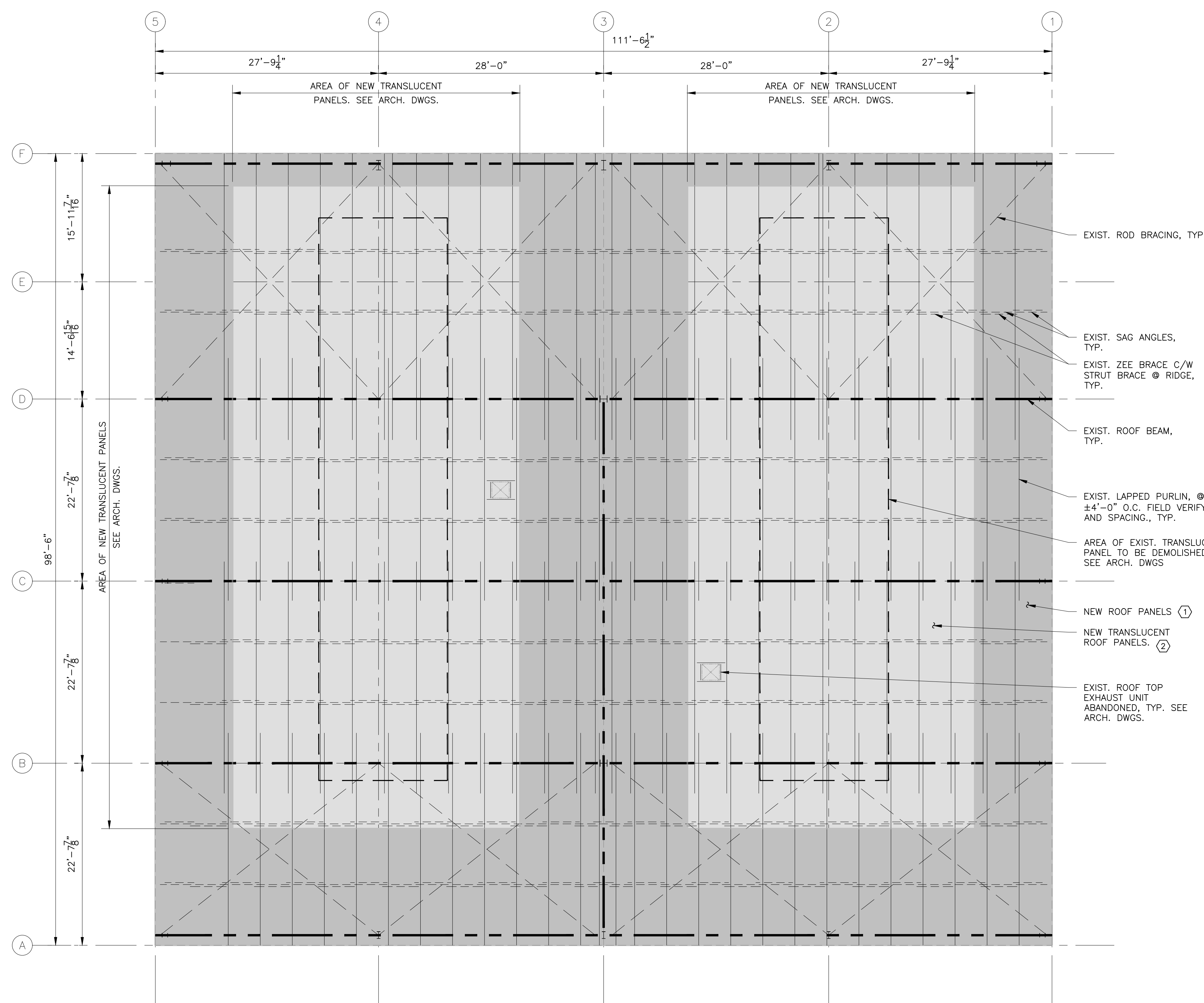
- AREA OF EXISTING TRANSLUCENT ROOF PANEL TO BE DEMOLISHED
- ROOF PANEL
- TRANSLUCENT ROOF PANEL

ROOF RE-WORK NOTES:

1. REMOVE EXISTING SCREW DOWN ROOF CLADDING. SEE DEMOLITION DRAWING A.1.04.
2. INSTALL NEW STANDING SEAM ROOF METAL CLADDING MINIMUM THICKNESS 24 Ga. BY NUCOR BUILDING SYSTEMS.
3. INSTALL NEW STANDING SEAM TRANSLUCENT ROOF METAL CLADDING MINIMUM THICKNESS 24 Ga. BY NUCOR BUILDING SYSTEMS.
4. REVIEW EXISTING ROOF PURLINS AND REPLACE OR REINFORCE WHERE REQUIRED. COORDINATION WITH MORRISON HERSHFIELD STRUCTURAL WILL BE REQUIRED.

REFERENCE NOTES:

- ① NUCOR STANDING SEAM ROOF METAL CLADDING. MINIMUM THICKNESS 24 GA. SLOPE AND COLOUR TO MATCH EXISTING (ASSUMED SLOPE 12:1 FIELD VERIFY). FASTEN ROOF PANELS TO EXISTING SECONDARY ROOF FRAMING. SEE NOTE 4 THIS DRAWING. PROVIDE ROOF C/W ALL NECESSARY HARDWARE AND ACCESSORIES (FASCIA TRIM, EAVE TRIM, EAVE GUTTERS, RIDGE FLASHING, ETC.) FOR A COMPLETE INSTALLATION. COLOUR OF TRIMS, GUTTERS AND FLASHINGS TO MATCH EXISTING. PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE PROVINCE OF BRITISH COLUMBIA.
- ② AREA OF TRANSLUCENT ROOF PANEL. NUCOR CFR NON-INSULATED, MINIMUM THICKNESS 24 Ga., SEE NOTE 4 THIS DRAWING.



PLAN
1/8"=1'-0"

B	2024-05-17	ISSUED FOR REVIEW
	YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS

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PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 ROOF FRAMING PLAN

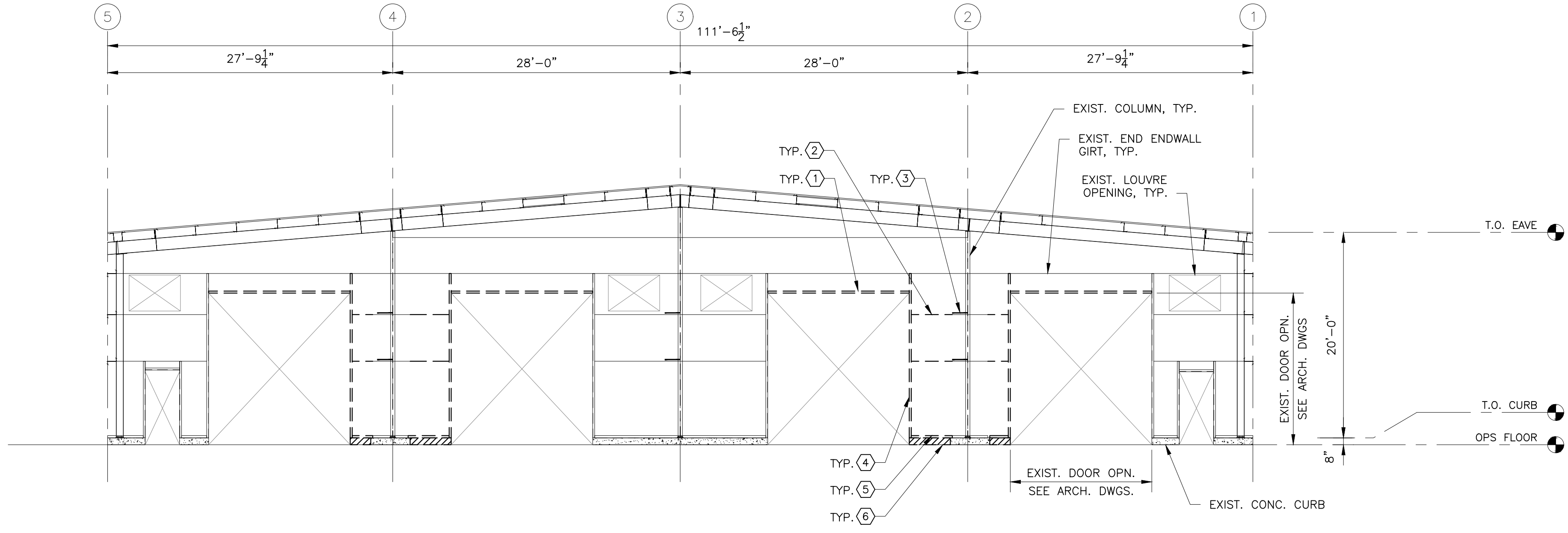
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PROJECT NO.	2401524		
DESIGNED BY	JH	DRAWING NO.	ETB1 - S.1.02
DRAWN BY	ERG	VERSION	B

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
4	CARGO BUILDING SYSTEMS	SHEET S-5	3-4-91	JOB No. 91028 DWG 8 OF 23
3	CARGO BUILDING SYSTEMS	SHEET S-1	3-4-91	JOB No. 91028 DWG 4 OF 23
2	CARGO BUILDING SYSTEMS	SHEET F-1	3-4-91	JOB No. 91028 DWG 2 OF 23
1	HEROLD ENGINEERING LTD.	ETB-A202	2009.11.25	ARCHITECTURAL ROOF PLAN TRANS PANELS

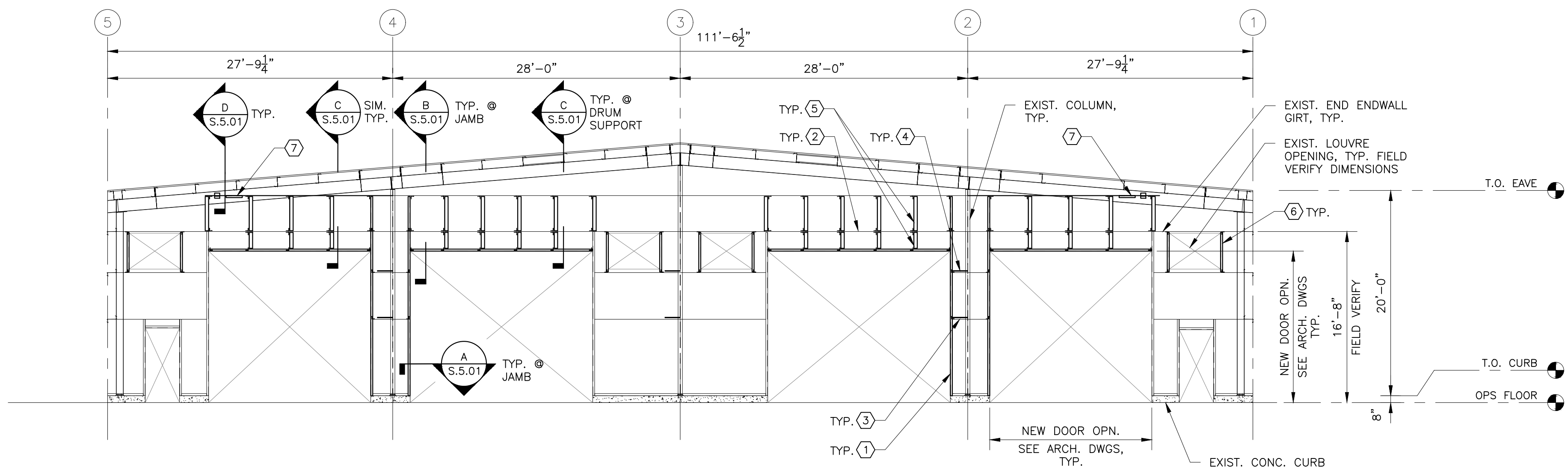
REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

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FRAMING ELEVATION GRID A - DEMOLITION
1/8"=1'-0"



FRAMING ELEVATION GRID A - RENOVATION
1/8"=1'-0"

WALL RE-WORK NOTES:

- REMOVE EXISTING WALL CLADDING TO SUIT INSTALLATION OF NEW DOOR. RE & RE EXISTING WALL CLADDING ABOVE DOOR LOCATIONS TO SUIT INSTALLATION OF DOOR AND DOOR DRUM SUPPORT FRAMING.
- REVIEW EXISTING WALL GIRTS AND REPLACE OR REINFORCE WHERE REQUIRED. COORDINATION WITH MORRISON HERSHFIELD STRUCTURAL WILL BE REQUIRED.
- PROVIDE FRAMING AROUND EXISTING WALL OPENINGS AND ABOVE DOOR OPENINGS FOR DOOR DRUM SUPPORT.
- REWORK EXISTING COLUMN FLANGE BRACES AS REQUIRED AROUND DOOR OPENINGS. DO NOT REMOVE COLUMN FLANGE BRACES.

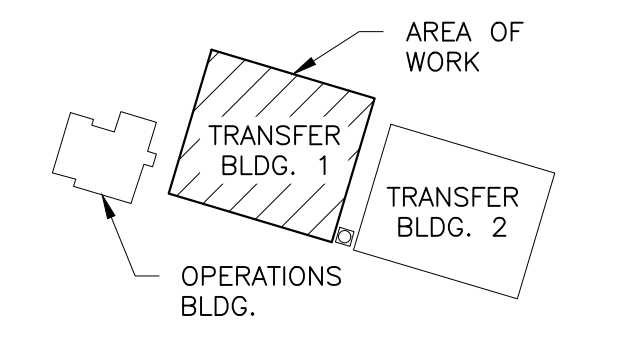
DEMOLITION NOTES:

- EXISTING C10 HEADER FRAMING TO BE DEMOLISHED.
- EXISTING END WALL GIRT. CUT TO SUIT WIDTH OF NEW DOOR OPENING.
- EXISTING FLANGE BRACE. REWORK EXISTING FLANGE BRACE AS REQUIRED AROUND DOOR OPENINGS. DO NOT REMOVE COLUMN FLANGE BRACES.
- EXISTING C10 JAMB FRAMING, BASE PLATE AND ANCHOR RODS TO BE DEMOLISHED.
- EXISTING BASE ANGLE. CUT TO SUIT WIDTH OF NEW DOOR OPENING.
- LENGTH OF EXISTING 8"(H)x10"(W) CONCRETE CURB. TO BE DEMOLISHED TO SUIT NEW DOOR WIDTH. REFER TO DRAWING A.1.02 FOR NEW DOOR. GRID CONCRETE AT FLOOR LEVEL AND SMOOTH WITH ADJACENT SURFACE. GRIND ENDS OF ANY EXPOSED REINFORCING BARS SMOOTH. APPLY 2 COATS OF ZINC RICH PAINT TO ENDS OF CUT REINFORCING BARS. SEAL CONCRETE W/ SIKAGUARD CONCRETE SEALER.

RENOVATION NOTES:

- NEW C10x15.3 DOOR JAMB FRAMING.
- NEW C10x15.3 DOOR HEADER FRAMING.
- EXISTING END WALL GIRT. CONNECT TO NEW C10 DOOR JAMB FRAMING.
- EXISTING FLANGE BRACE. CONNECT TO END WALL GIRT W/ 1-3" DIA. A325 BOLT W/ NUT. FIELD DRILL HOLE IN EXISTING GIRT.
- NEW L 6x4x5/16" LLH (WITHIN DEPTH OF GIRT) VERTICAL FRAMING TO SUPPORT DOOR DRUM ASSEMBLY. SEE SECTION C/S.5.01 FOR DETAILS
- NEW L 6x4x5/16" LLH (WITHIN DEPTH OF GIRT) VERTICAL FRAMING AROUND EXISTING LOUVRE OPENING.
- NEW END WALL GIRT TO MATCH EXISTING. CONNECT TO EXISTING COLUMN AT GRID 2 AND 4. CONNECT TO EXISTING ROOF BEAM BETWEEN GRIDS 1-2 AND 4-5. SEE SECTION D/S.5.01.

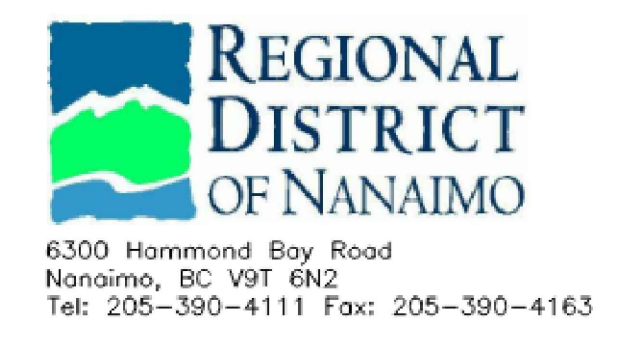
KEY PLAN



DATE	DESCRIPTION
2024-05-17	ISSUED FOR REVIEW
2024-04-24	ISSUED FOR REVIEW
YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS



PROJECT
**CHURCH ROAD
TRANSFER STATION REWORKS**
860 CHURCH ROAD
PARKSVILLE, BC

DRAWING
**EXISTING TRANSFER BUILDING 1
WALL FRAMING ELEVATIONS
DEMOLITION AND RENOVATION**

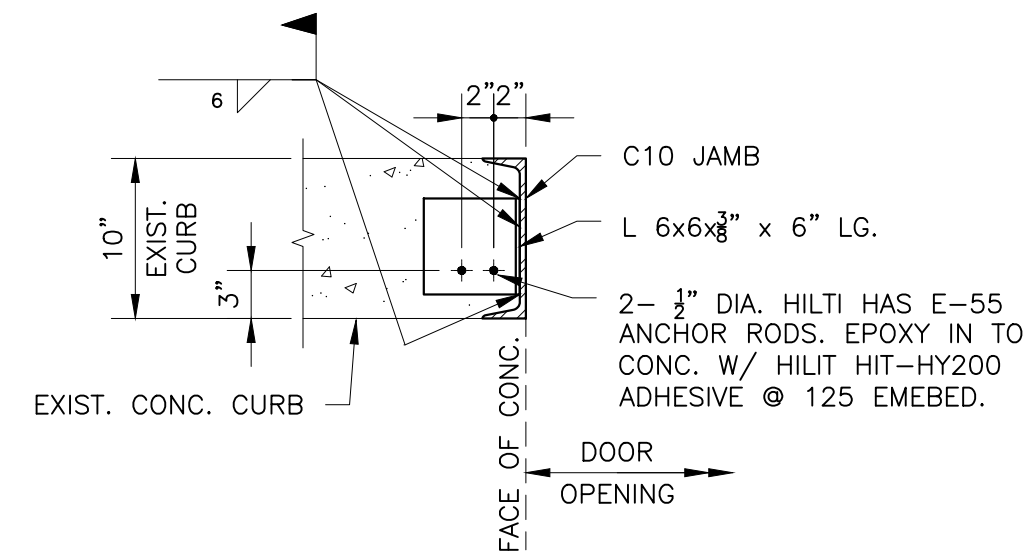
DATE 2024-07-11	SCALE As Shown
PROJECT NO. 2401524	
DESIGNED BY JH	DRAWING NO ETB1 - S.2.01
DRAWN BY ERG	VERSION B

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
2	ROCKY POINT ENGINEERING	M-1	21AUG2020	FLOOR PLAN - MECHANICAL
1	CARGO BUILDING SYSTEMS	SHEET S-3	3-4-91	JOB No. 91028 DWG 6 OF 23

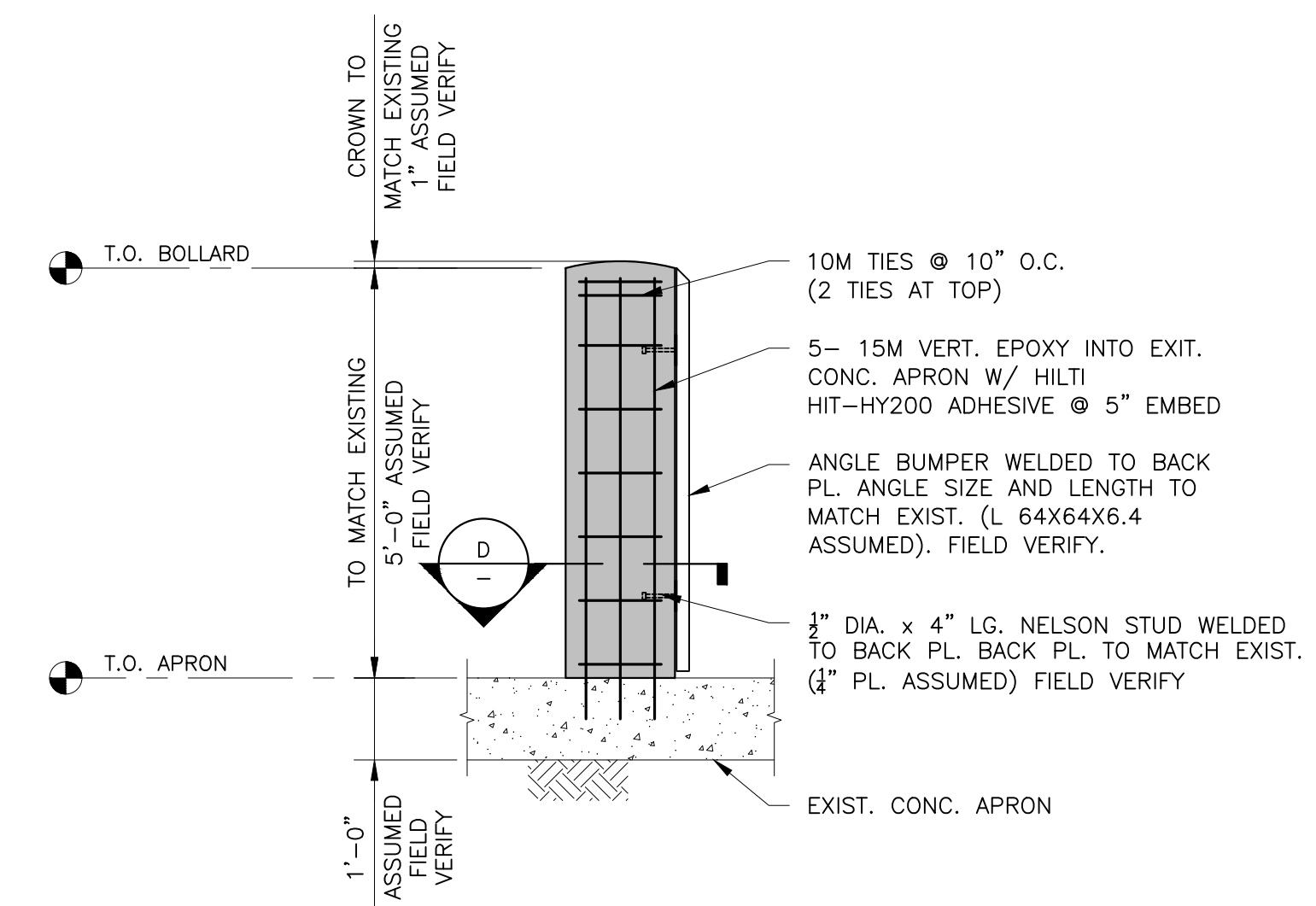
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NOT FOR CONSTRUCTION

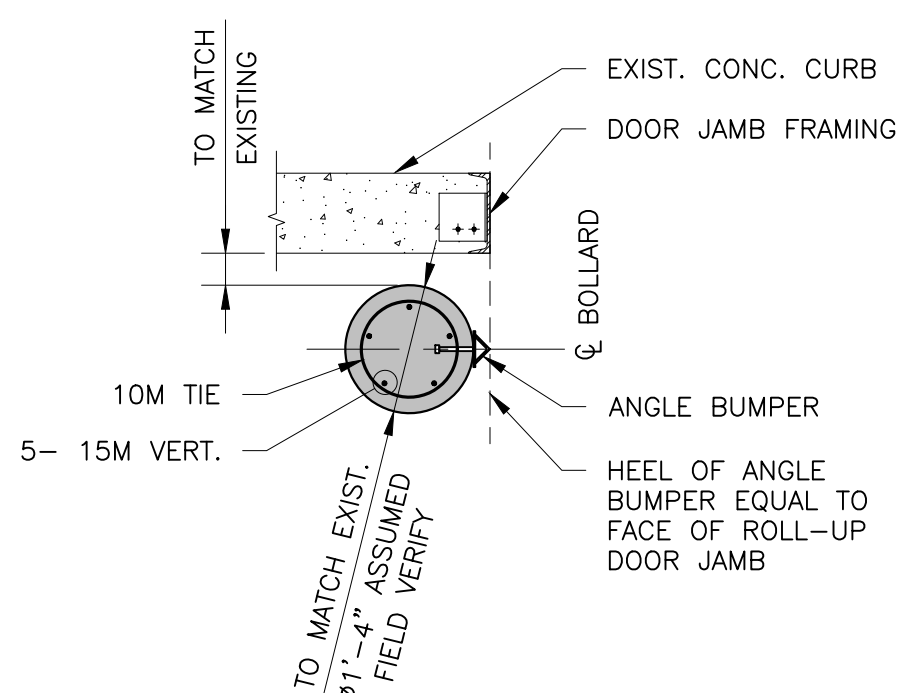
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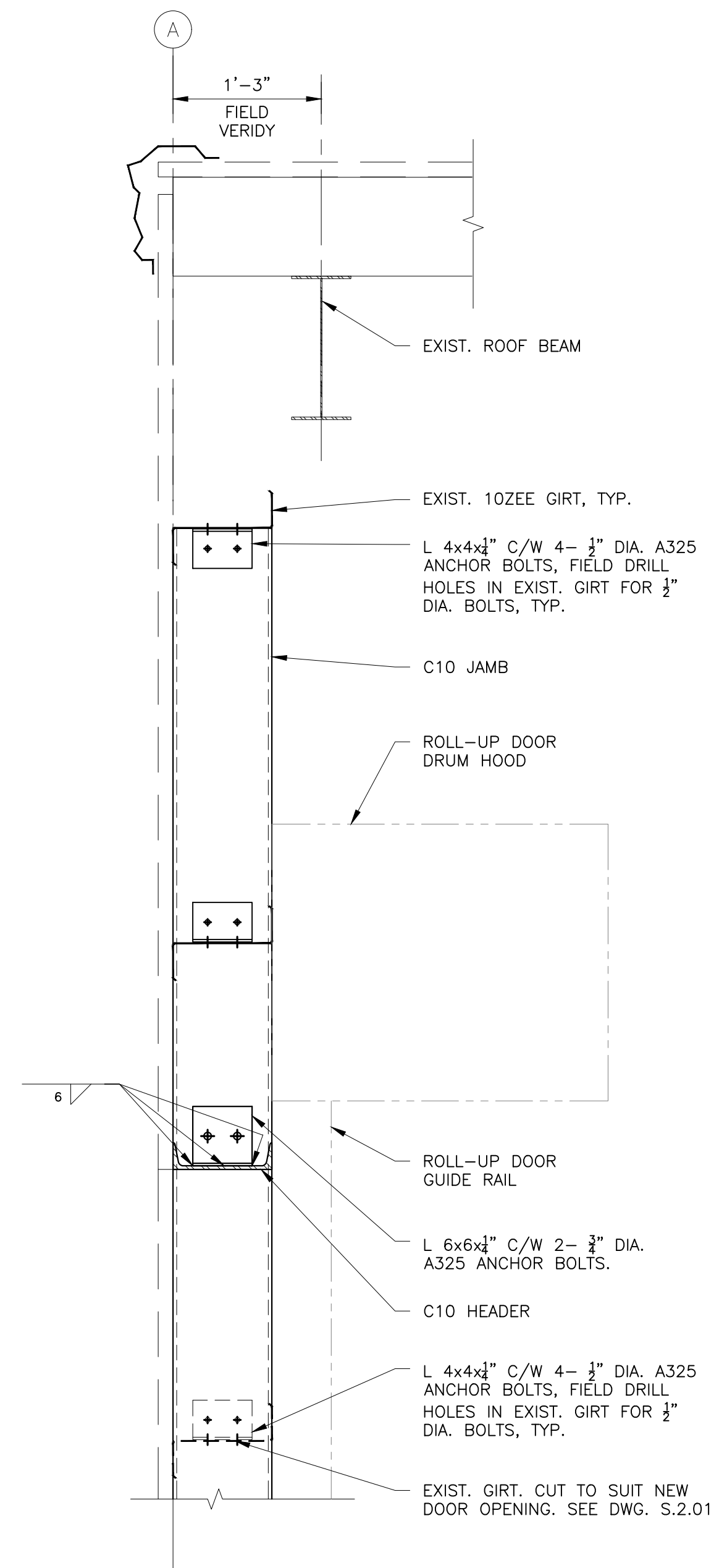
A SECTION
S.2.01
1"=1'-0"



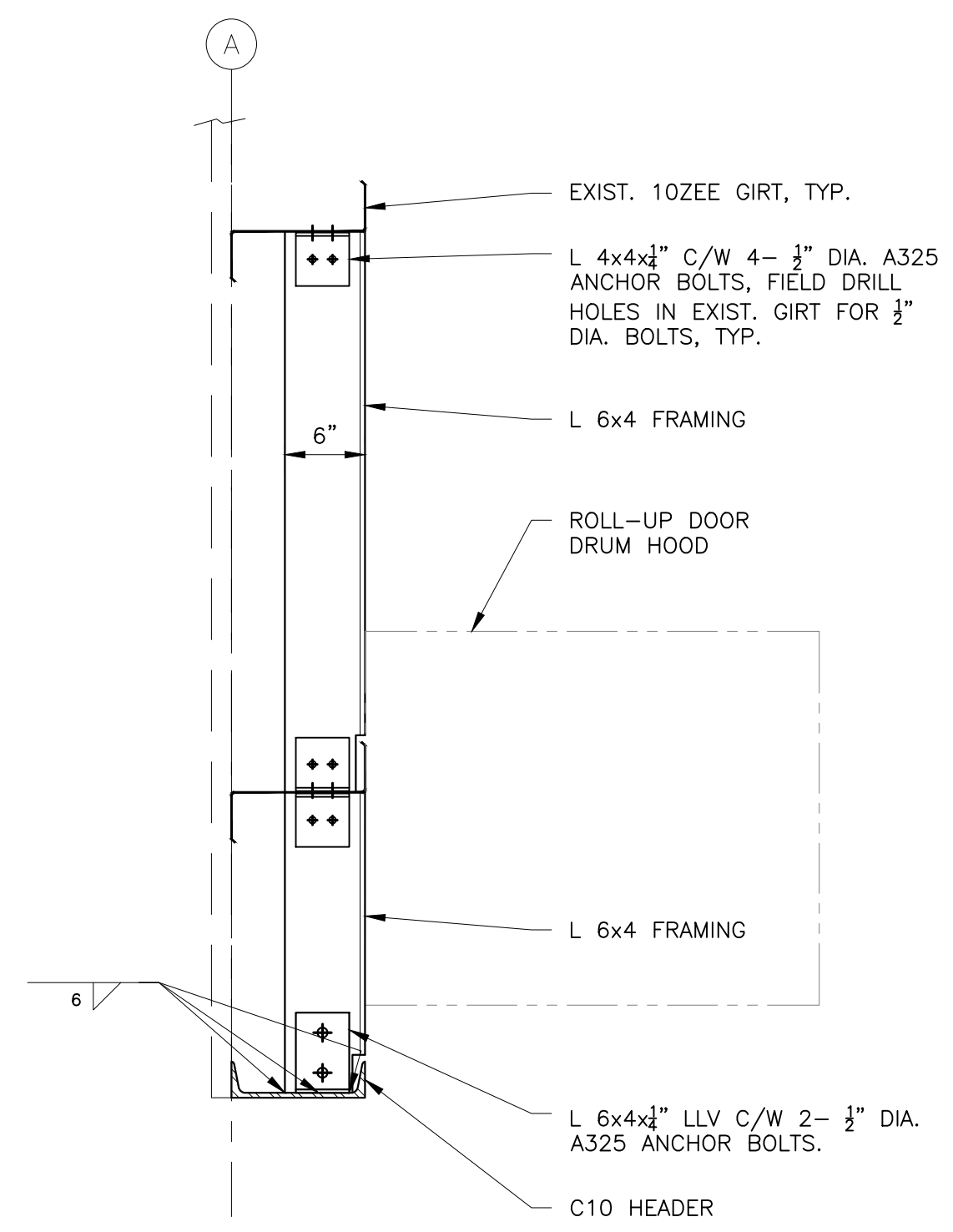
1 DETAIL
S.1.01
1/2"=1'-0"



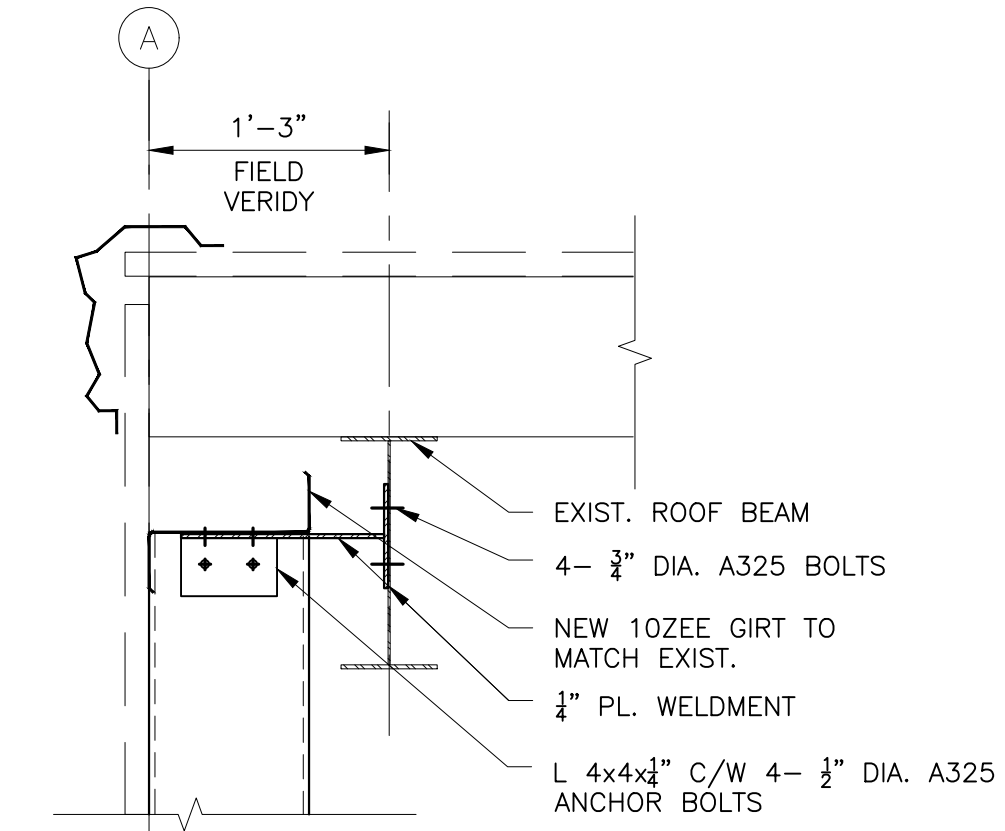
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B SECTION
S.2.01
1"=1'-0"

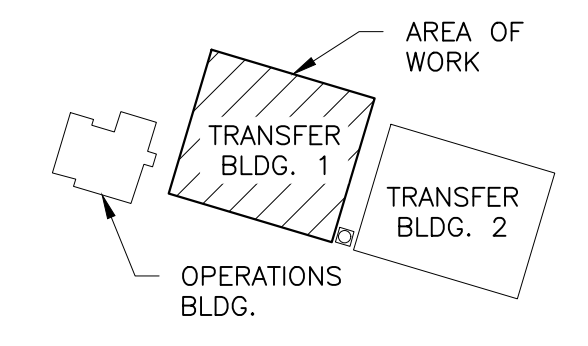


C SECTION
S.2.01
1"=1'-0"



D SECTION
S.2.01
1"=1'-0"

KEY PLAN



B	2024-05-17	ISSUED FOR REVIEW
SUBMISSION INFORMATION		
YYYY-MM-DD		

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PROFESSIONAL SEALS

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Tel: 205-390-4111 Fax: 205-390-4163

MORRISON HERSHFIELD now **Stantec**
Suite 310, 4321 Still Creek Drive
Burnaby, BC V5C 6S7
Tel: 604 454 0402

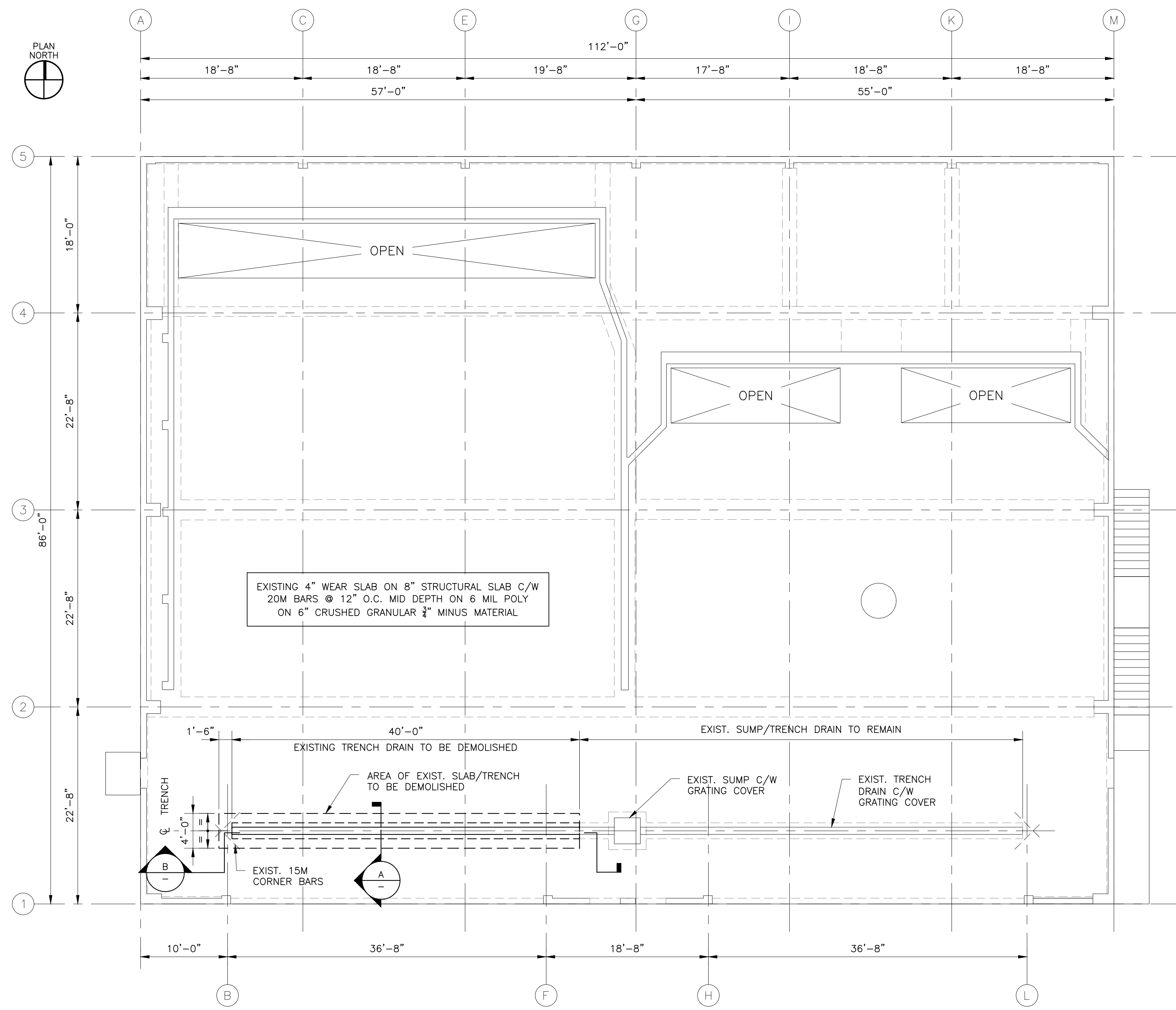
PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
860 CHURCH ROAD
PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 1 SECTIONS AND DETAILS

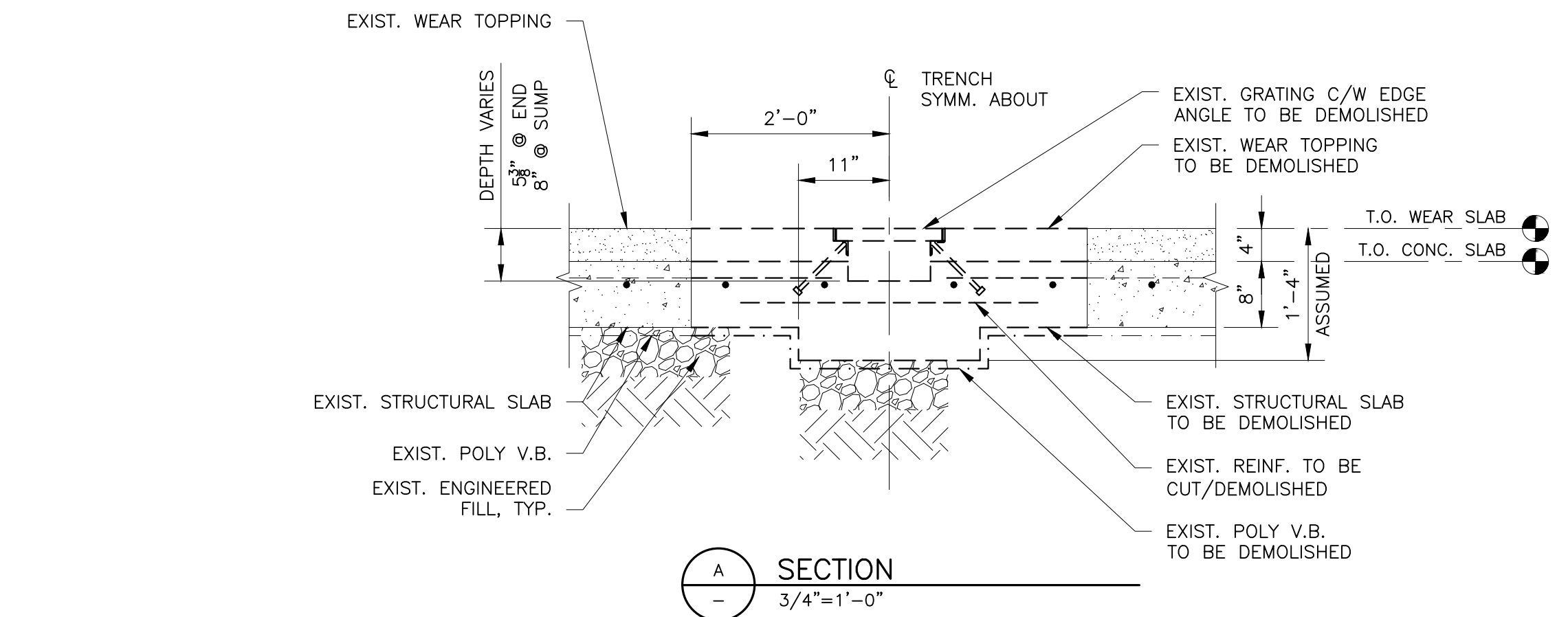
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PROJECT NO.	2401524		
DESIGNED BY	JH	DRAWING NO.	ETB1 - S.5.01
DRAWN BY	ERG	VERSION	B

NOT FOR CONSTRUCTION

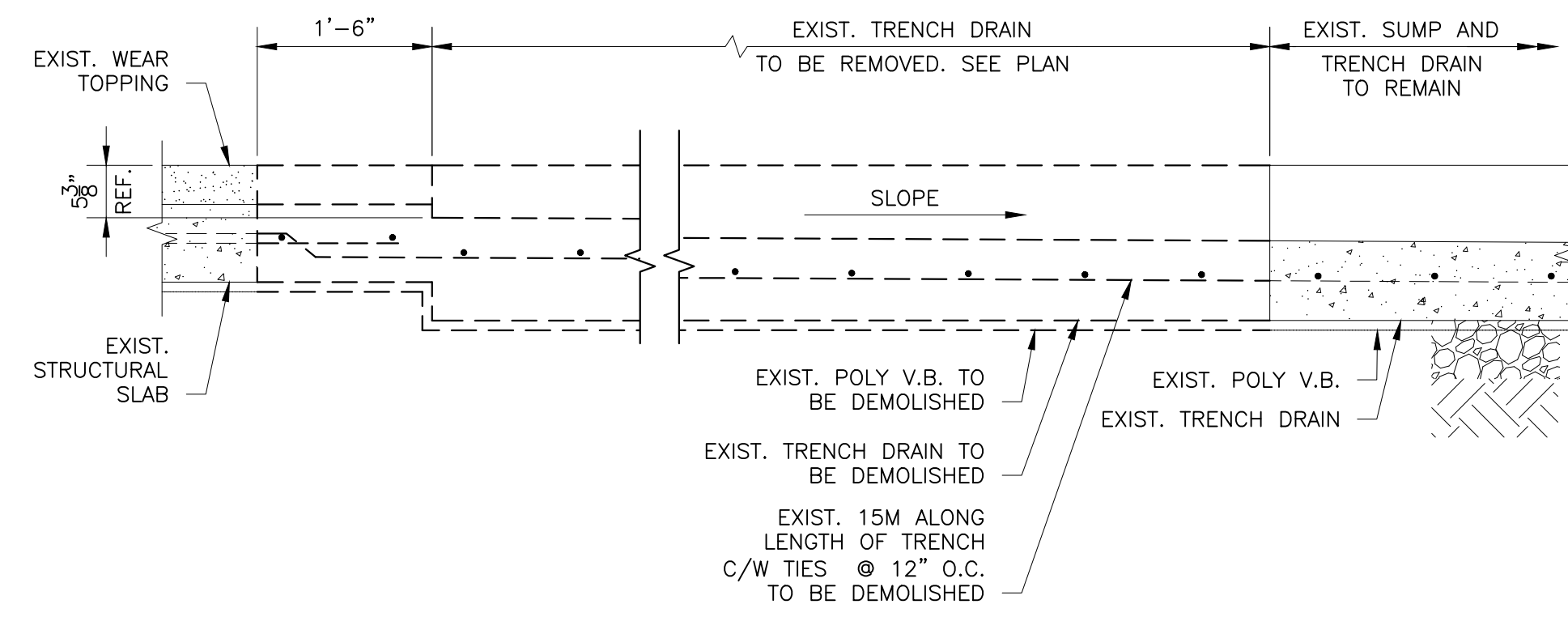
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PLAN
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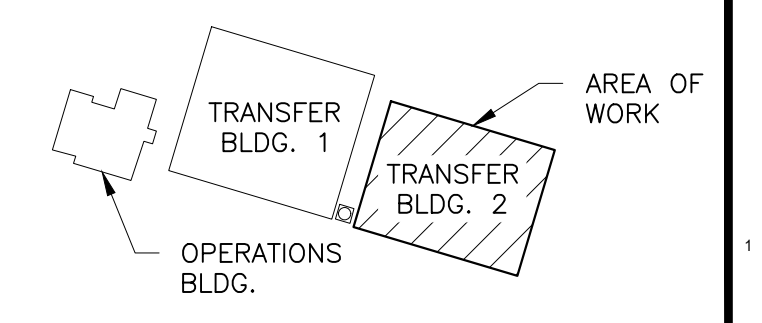


A SECTION
3/4"=1'-0"



B SECTION
3/4"=1'-0"

KEY PLAN



B	2024-07-15	ISSUED FOR REVIEW
SUBMISSION INFORMATION		

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PROFESSIONAL SEALS

REGIONAL DISTRICT OF NANAIMO
 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2
 Tel: 205-390-4111 Fax: 205-390-4163

MORRISON HERSHFIELD now **Stantec**
 Suite 310, 4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Tel: 604 454 0402

PROJECT
CHURCH ROAD TRANSFER STATION REWORKS
 860 CHURCH ROAD
 PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 2 MAIN LEVEL - OPERATIONS FLOOR DEMOLITION PLAN

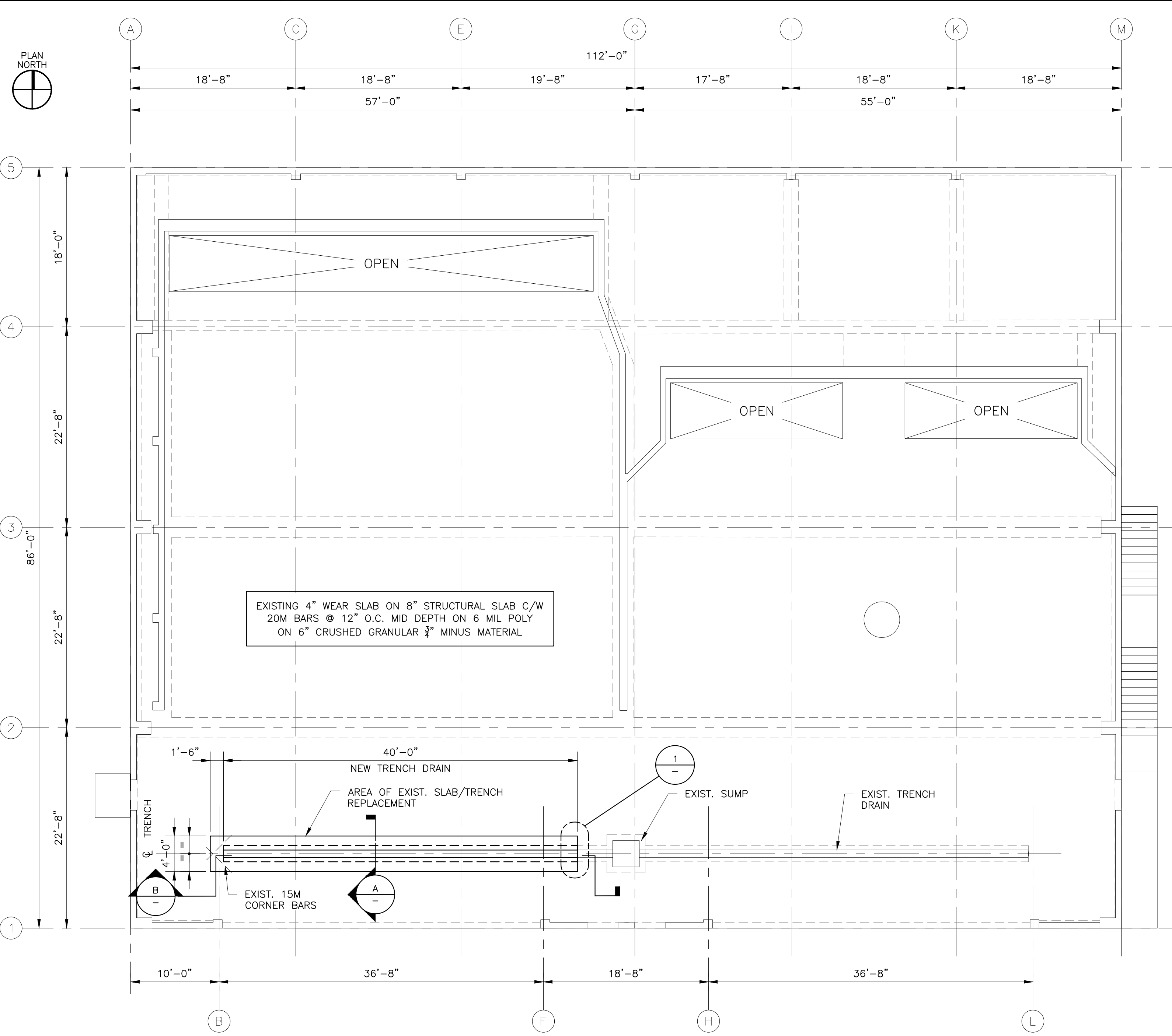
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PROJECT NO.	2401524	DRAWING NO.	ETB2 - S.1.01
DESIGNED BY	JH	VERSION	B
DRAWN BY	ERG		

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
3	HEROLD ENGINEERING LTD.	NTB-S401	2009.11.25	SECTIONS AND DETAILS, REV 1
2	HEROLD ENGINEERING LTD.	NTB-S201	2009.11.25	OPERATIONS FLOOR PLAN @ 100'-0", REV 1
1	HEROLD ENGINEERING LTD.	NTB-A201	2009.11.25	ARCHITECTURAL MAIN LEVEL OPERATIONAL FLOOR, REV 9

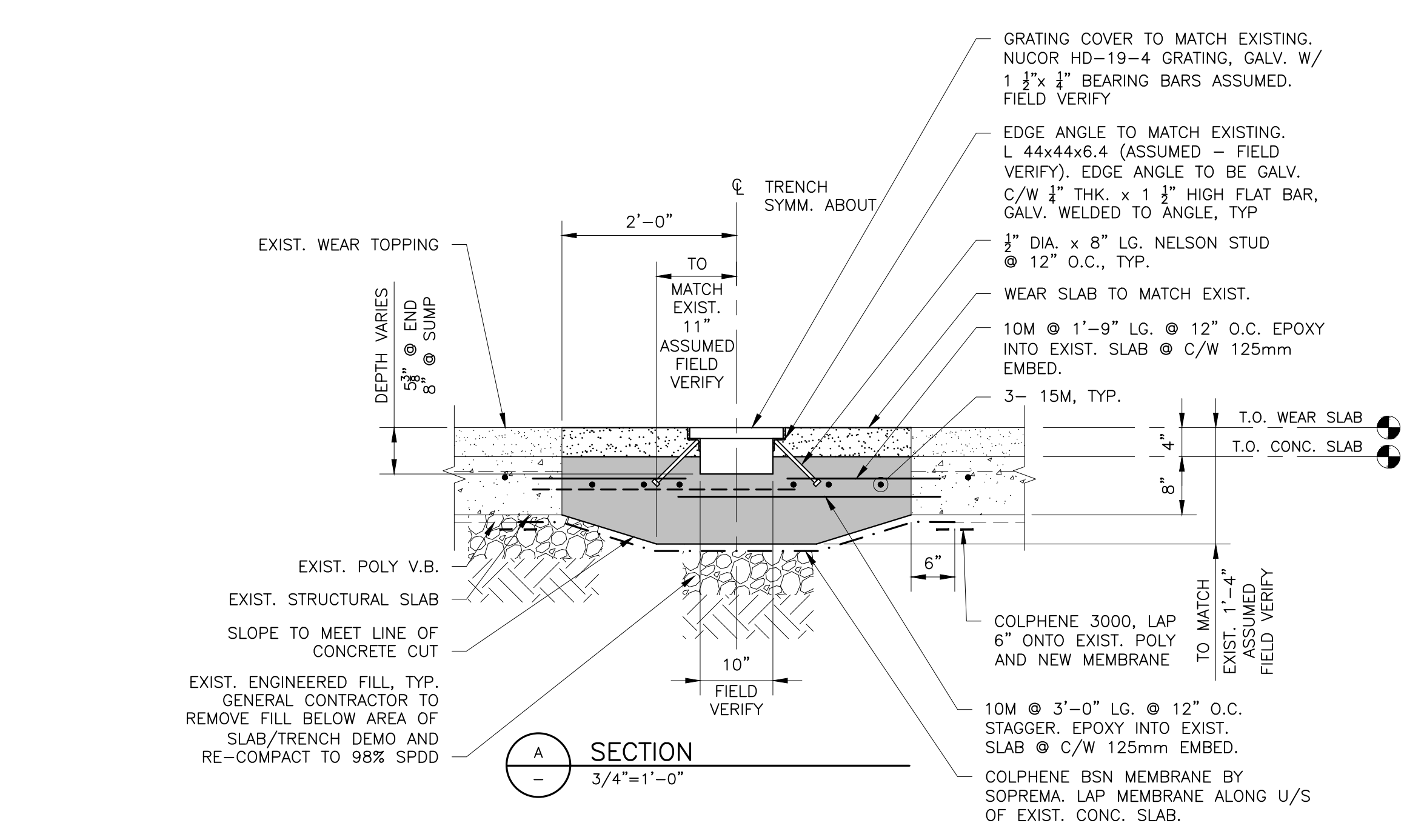
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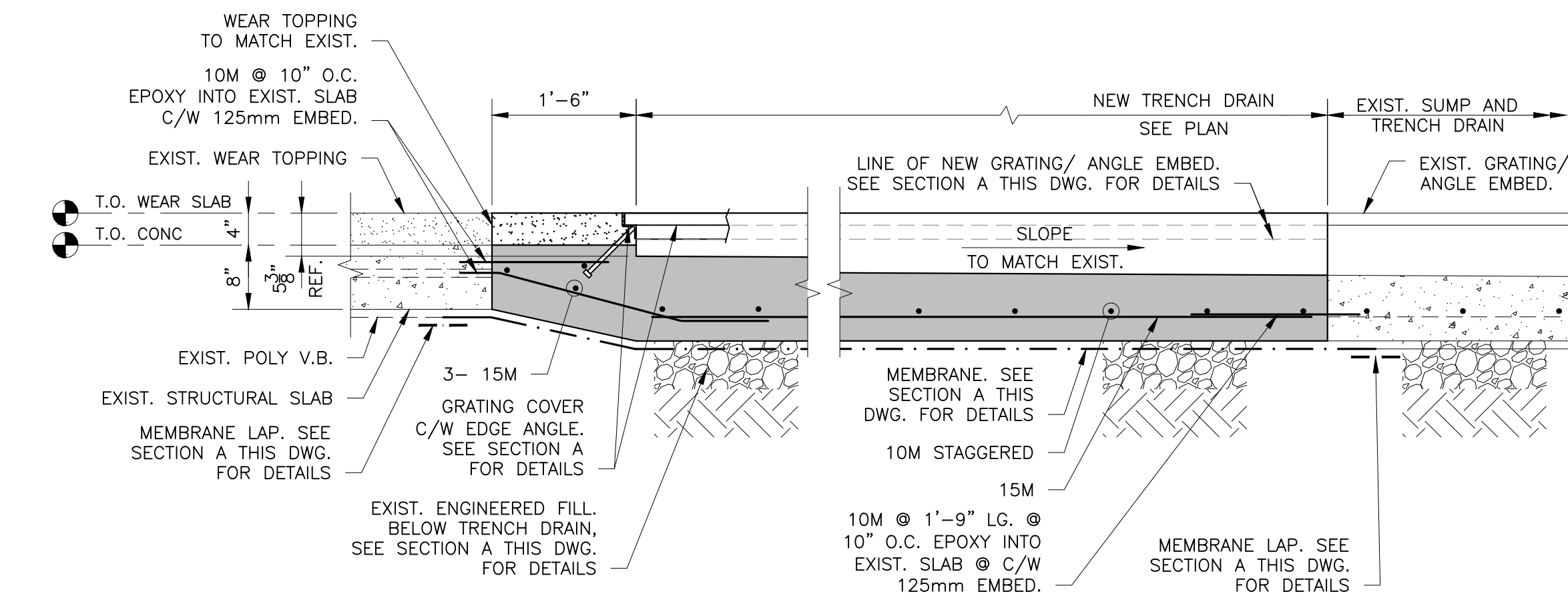
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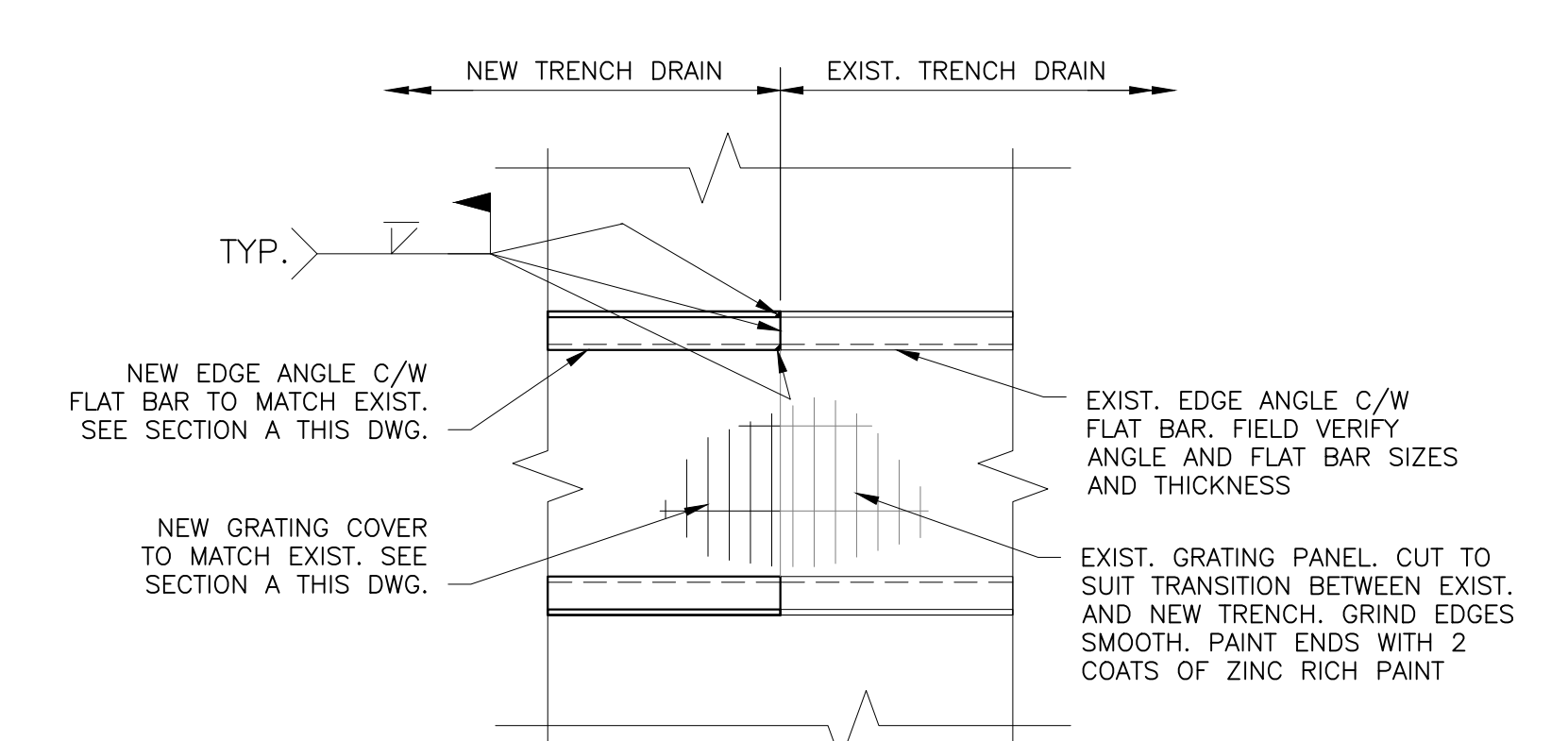
PLAN
1/8"=1'-0"



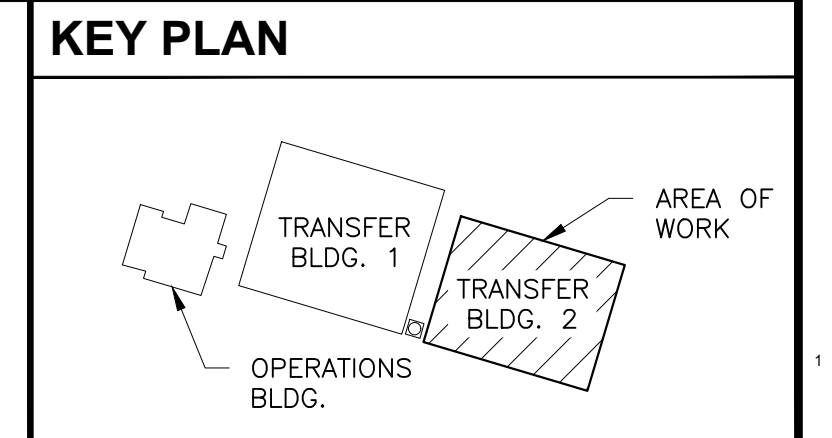
SECTION A
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SECTION B
3/4"=1'-0"



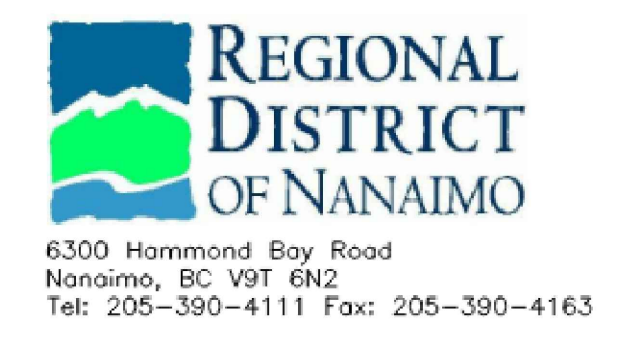
DETAIL 1
1 1/2"=1'-0"



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B	2024-07-15 ISSUED FOR REVIEW
YYYY-MM-DD	SUBMISSION INFORMATION

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PROFESSIONAL SEALS



PROJECT
CHURCH ROAD
TRANSFER STATION REWORKS
860 CHURCH ROAD
PARKSVILLE, BC

DRAWING
EXISTING TRANSFER BUILDING 2
MAIN LEVEL - OPERATIONS FLOOR
CONCRETE RE-WORKS PLAN

DATE	SCALE
2024-07-09	As Shown
PROJECT NO. 2401524	
DESIGNED BY JH	DRAWING NO. ETB2 - S.1.02
DRAWN BY ERG	VERSION B

REF#	CONSULTANT	DRAWING No.	DATE	TITLE
3	HEROLD ENGINEERING LTD.	NTB-S401	2009.11.25	SECTIONS AND DETAILS, REV 1
2	HEROLD ENGINEERING LTD.	NTB-S201	2009.11.25	OPERATIONS FLOOR PLAN @ 100'-0", REV 1
1	HEROLD ENGINEERING LTD.	NTB-A201	2009.11.25	ARCHITECTURAL MAIN LEVEL OPERATIONAL FLOOR, REV 9

REFERENCE DRAWINGS

NOT FOR CONSTRUCTION

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CCDC 2

Stipulated Price Contract

2 0 2 0

Name of Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on _____ day of _____ in the year _____.
by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

located at *(insert below the Place of the Work)*

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by *(Insert name of chartered lending institution whose prime rate is to be used)*

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors' work* destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:

- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
- .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
- .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
- .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:

- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
- .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
- .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
- .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- 1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - 2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - 3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- 1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- 2 cost of all *Products* including cost of transportation thereof;
- 3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- 4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- 5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- 6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- 7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- 8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- 9 cost of quality assurance such as independent inspection and testing services;
- 10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- 11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- 12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- 13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- 14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- 15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- 16 cost for removal and disposal of waste products and debris;
- 17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- 18 cost of auditing when requested by the *Owner*; and
- 19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
 - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 “*Notice in Writing* of claim” as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

PART 1.3 SUPPLEMENTARY CONDITIONS

For use with CCDC 2-2020 Stipulated Price Contract

ARTICLES

Add new:

Article A-9 TIME IS OF THE ESSENCE

“Time is of the essence in the performance of the Contract.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Add, in the first sentence “review,” before the word “tests”.

2.3.4 In the first sentence, replace “special” with “review,” and add “review,” before the third instance of “inspections”.

Add new:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the Work to comply with the application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

PART 3 EXECUTION OF THE WORK

GC 3.5 SUPERVISION

3.5.1 Add after the last sentence:

“The appointed *Contractor* representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld.”

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.4 Add at the end of the sentence “, as outlined in GC 6.3 – CHANGE DIRECTIVE.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.2 Add, after the first sentence “Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner’s* use, at the *Owner’s* sole discretion.”

PART 5 PAYMENT

Amend the heading “**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**” to read “**GC 5.1 FINANCING INFORMATION REQUIRED**”

Delete paragraph 5.1.1 and 5.1.2 in their entirety and replace with:

- 5.1.1 The *Owner* and the *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfill their respective obligations under the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.4 Add, after the first sentence:
“A secondary schedule, stating the anticipated monthly progress payments, is to be submitted upon request.”

Add new:

- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Consultant*.

GC 5.3 PAYMENT

- 5.3.1.1 Add another sentence:
“If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment, and promptly advise the *Contractor* in writing giving reasons for the amendment.”

Add new:

- 5.3.2 At the first application for payment following *Ready-for-Takeover*, the *Consultant* shall issue to the *Owner* and copy to the *Contractor*, a certificate for payment for an amount that deducts an amount equal to twice the value of any deficiencies as determined by the *Consultant*.

Add new:

5.3.3 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

5.4.1 Change “20 calendar days” to “10 days”.

Add new:

5.4.7 At *Substantial Performance of the Work*, the *Consultant* shall issue a list itemizing the value of any items to be corrected or completed to the *Owner* and copy to the *Contractor*.

GC 5.5 FINAL PAYMENT

5.5.2 Change “calendar days” to “*Working Days*”

5.5.4 Change “5 calendar days” to “10 *Working Days*”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add new:

6.2.3 The following shall determine *Contractor* markup on *Change Orders* by percentage:

- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
- .2 To the cost of the *Work* performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On *Work* deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
- .4 For a detailed list of what the *Contractor* may include in the cost of the *Work* before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.

GC 6.3 CHANGE DIRECTIVE

Add new:

6.3.14 The following shall determine *Contractor* markup on *Change Directives* by percentage:

- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
- .2 To the cost of the *Work* performed by Subcontractors for the *Contractor*, before the Subcontractor's markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On *Work* deleted from the Contract, not covered by unit prices, the credit to the Owner shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.

GC 6.5 DELAYS

6.5.3.3 Add the word "local" after the word "adverse".

Add new:

6.5.6 The party making the claim shall submit to the *Consultant*, within 10 *Working Days*, an estimated quantum of the claim and of the *Contract Time* extension claimed, and the grounds upon which the claim is based complete with required supporting documentation as determined by the *Consultant*.

Add new:

- 6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:
- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
 - .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the *Owner* and the *Contractor*.
 - .3 The *Contractor* shall then promptly give the *Owner* and the *Consultant Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
 - .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.
 - .5 If either party does not accept the *Consultant's* determination, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. It being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed.

[Empty Box]

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Delete: “Timely” and add “10 Working Days from the event or series of events giving rise to the claim”

PART 7 DEFAULT NOTICE

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

7.1.5 In the first sentence, after “paragraph 7.1.1,” replace “and” with “or”.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

Add to end of 9.4.1: “and be designated as the prime contractor”

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Add new:

10.2.8 The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction within two *Working Days* of their receipt.

GC 10.4 WORKERS’ COMPENSATION

Add new:

10.4.2 The *Contractor* is formally designated as the “prime contractor.”

PART 12 OWNER TAKEOVER

GC 12.2 EARLY OCCUPANCY BY THE OWNER

Add new:

GC 12.2.5

The *Owner* may take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:

- .1 Only as agreed by the Contractor, such agreement will not be unreasonably withheld.
- .2 the portion of the *Work* is ready to be used for the purpose intended, to the satisfaction of the *Consultant* and authorities having jurisdiction; and
- .3 the *Owner’s* possession and use do not interfere with the Contractor’s *Work*; and
- .4 the *Consultant* conducts a review prior to possession by the *Owner*; and
- .5 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.

GC 12.3 WARRANTY

12.3.4 Add a second sentence “In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction.”

Add new:

12.3.7 Where a material, product or installation referenced in 12.3.1 covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6. Such extended warranties referenced in 12.3.1, shall not exceed one year from the date of removing, replacing, repairing, or restoring.

Add new:

PART 14 MISCELLANEOUS

14.1 CONFIDENTIALITY

14.1.1 All information provided by or obtained from the *Owner* in any form in connection with the *Project*:

1. is the sole property of the *Owner* and must be treated as confidential;
2. is not to be used for any purpose other than the performance of the *Work*;
3. is not to be disclosed without prior written authorization from the *Owner*; and
4. must be returned to the *Owner* immediately upon request.

14.2 INFORMATION TECHNOLOGY RELATED THREATS

14.2.1 The *Contractor* shall notify the *Owner* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Owner* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the “IT Threat”).

14.2.2 In the event the *Owner* becomes aware of an IT Threat, the *Owner* may as soon as reasonably possible, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.

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CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism