



The Village of Nakusp

Wastewater Treatment Plant

Optimisation Programme

CCDC14-2013 Design Build Tender

RFP 2025-06

- **Blower and Motor replacements**
- **New Control Panel and SCADA integration**
 - **Aeration upgrades**

Village of Nakusp
91 – 1st Street NW,
PO Box 280,
Nakusp, BC V0G 1R0

1. GENERAL INFORMATION

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| Issue Date: | 8th August 2025 |
| Information Meeting: | At the time of issuance of this Request for Proposal (“RFP”), a meeting has not been scheduled (See section 2.1 of this RFP). |
| Closing Date: | <p>Proposals shall be submitted by no later than :-</p> <p>5th September 2025 (the “Closing Date”) at 3:00pm.</p> <p>The Village of Nakusp’s Offices are open 8am to 4pm, closed on weekends, and statutory holidays.</p> |
| Address for Proposal Delivery: | <p>The Proponent shall submit the Proposal (including Schedule C in this RFP) to the Municipality by mail/hand at:</p> <p style="text-align: center;">Village of Nakusp Offices 91 – 1st Street NW, PO Box 280, Nakusp, BC V0G 1R0</p> <p>For the attention of : Mark Tennant, Director of Finance</p> <p>The Proponent may also submit the Proposal electronically through BC Bid.</p> <p>Email submissions will not be accepted.</p> |
| RFP Inquiries / Municipal Representative: | <p>Ian Chadwick MSc C.Eng MICE P.Eng , EHD Engineering Ltd</p> <p>All enquiries to be emailed to mtennant@nakusp.com and cc’d to ichadwick@ehdconsulting.com. with the Subject Header</p> |
| <i>See section 4.4 of this RFP.</i> | <p style="text-align: center;">VILLAGE OF NAKUSP RFP 2025 – 06</p> <p style="text-align: center;">Tender Enquiry.</p> <p>NOTE: Questions will not be accepted or answered 5 working days prior to the closing date and time.</p> |
| Addenda Process: | If the Village of Nakusp determines that an amendment is required to this RFP, the Village of Nakusp will issue an addendum that will form part of this RFP. The addendum will be on the BC |

Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and upon posting on the BC Bid Website, the addendum will be deemed to form part of this RFP. Upon submitting a Proposal, the Proponent will be deemed to have received notice of all addenda that are posted on the BC Bid Website.

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3. INTRODUCTION

3.1. Purpose

The purpose of this request for proposal (RFP) is to select a qualified and experienced proponent to design and install three replacement blowers with a Variable Frequency Drive, motors and dissolved oxygen monitoring devices for the existing Complete Mix Tank, Lagoons 1 and 2, to be integrated into a control panel for connection to the Village's SCADA system.

The existing mechanical room's structure will not be altered as part of the proposal.

3.2. Definitions

In this RFP the following definitions shall apply:

- (a) **"Agreement"** means a formal written contract between the Municipality and a Preferred Proponent to provide the Services, the preferred form of which is attached as Schedule B;
- (b) **"Municipality"** means the Corporation of Village of Nakusp;
- (c) **"Municipal Representative"** has the meaning set out in section 4.4;
- (d) **"Contract"** has the same meaning as Agreement;
- (e) **"Contractor"** means the company/person that is hired under the Agreement to provide the Services;
- (f) **"Evaluation Team"** means the team appointed by the Municipality to evaluate the Proposals in accordance with Part 6 of this RFP;
- (g) **"Exceptions and Departures"** means Schedule C-1 to the form of Proposal attached as part of Schedule C.
- (h) **"Information Meeting"** has the meaning set out in section 4.1 of this RFP;
- (i) **"Preferred Proponent(s)"** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (j) **"Proponent"** means an entity that submits a Proposal;
- (k) **"Proposal"** means a proposal submitted in response to this RFP;
- (l) **"RFP"** means this Request for Proposals;
- (m) **"Services"** has the meaning set out in Schedule A of this RFP; and
- (n) **"Site"** means the place or places where the Services are to be performed.

4. INSTRUCTIONS TO PROPONENTS

4.1. Information Meeting

A mandatory inspection by the bidder or the bidder's representative is not required. Proponents may request a voluntary inspection (see Inquiries). Questions during a voluntary inspection and resulting from it will be recorded and distributed as an Addendum.

4.2. Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Date but not after. An amendment shall be signed by an authorized signatory of the Proponent in the same manner as provided by section 5.2.

4.3. Late Proposals

Proposals received after 3:00 p.m. on the Closing Date may be rejected by the Municipality in its absolute discretion.

4.4. Inquiries

All inquiries related to this RFP should be directed in writing to the person named in section 1 of this RFP (the "**Municipal Representative**"). Information obtained from any person or source other than the Municipal Representative may not be relied upon.

Inquiries should be made no later than five (5) days before Closing Date. The Municipality reserves the right not to respond to inquiries made within five (5) days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Municipality.

Proponents finding discrepancies or omissions in the Contract or RFP or having questions as to the meaning or intent of any provision, should immediately notify the Municipal Representative. If the Municipality determines that an amendment is required to this RFP, the Municipal Representative will issue an addendum in accordance with section 1 of this RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

4.5. Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined this RFP, including all attached Forms and Schedules, the Canadian Construction Documents Committee CCDC14-2013 Design Build Stipulated Price Contract and the Site (if deemed applicable by the proponent) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

4.6. Opening of Proposals

The Municipality intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

4.7. Status Inquiries

All inquiries related to the status of this RFP, including whether a Contract has been awarded, should be directed to the Municipal Representative.

5. PROPOSAL SUBMISSION FORM AND CONTENTS

5.1. Form of Proposal

Proponents should complete Schedule C - Form of Proposal. The schedules attached to Schedule C consisting of the following:

C-0 – Proponent Information

C-1 – Exceptions and Departures

C-2 – Questionnaire

C-3 – Pricing Proposal

Proponents are encouraged to use the forms provided and attach additional pages as necessary.

5.2. Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal must be signed by a person or persons authorized to sign on behalf of the Proponent.

5.3. Net Pricing on Proposal

All pricing shown on the Proposal is to be net, with Goods and Services Tax, (and Provincial Sales Tax if applicable), shown separately. All other taxes, duties, insurance in freight, customs clearance and other costs are to be included in the net price.

6. EVALUATION AND SELECTION

6.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Municipality by the Evaluation Team. The Evaluation Team may consult with others including Municipal staff members, third

party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Municipality.

6.2. Evaluation Criteria

The Evaluation Team will evaluate and may compare all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Municipality. It is anticipated that the Evaluation Team will use the following criteria for its evaluation:

| | |
|--|-----|
| (a) Experience with similar projects, Reputation and Resources | 25% |
| (b) Technical; Approach and Methodology | 25% |
| (c) Inservice Safety and Ease of Maintenance | 10% |
| (d) Pricing Proposal | 40% |

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The Evaluation Team reserves the right to not complete a detailed evaluation of a Proposal if the Evaluation Team concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

6.3. Litigation

In addition to any other provision of this RFP, the Municipality may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Municipality, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the Municipality will consider whether the litigation is likely to affect the Proponent's ability to work with the Municipality, its consultants and representatives and whether the Municipality's experience with the Proponent indicates that there is a risk the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

6.4. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

6.5. Interviews

The Evaluation Team may, at its discretion, invite some or all the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

6.6. Multiple Preferred Proponents

The Municipality reserves the right and discretion to divide up the Services, either by scope, geographic area, budget availability, fiscal year, or other basis as the Municipality may decide, and to select one or more Preferred Proponents to enter into discussions with the Municipality for one or more Contracts to perform a portion or portions of the Services.

6.7. Negotiation of Contract and Award

If the Municipality selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into discussions and/or negotiations with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms and scope of services;
- (b) enter into a Contract with the Preferred Proponent(s); and
- (c) if at any time the Municipality reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Municipality may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

6.8. Substantial Completion Date

The latest completion date for Substantial Completion of the Contract is **31st March 2026**. Bids proposing completion after this date will be rejected.

7. GENERAL CONDITIONS

7.1. Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Municipality or its representatives

and consultants, relating to or arising from this RFP. The Municipality and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

7.2. No Tender

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a formal written Contract. The Municipality may cancel the RFP process at any time until signing of a formal written Contract.

7.3. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Municipality, its elected or appointed officials or employees. The Municipality may rely on such disclosure.

7.4. Solicitation of Council Members, Municipal Staff and Municipal Consultants

Proponents and their agents will not contact any member of the Municipality's Council, staff or consultants with respect to this RFP, other than the Municipal Representative named in section 1 of this RFP, at any time prior to the execution of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

7.5. Confidentiality

All submissions become the property of the Municipality and will not be returned to the Proponent. All submissions will be held in confidence by the Municipality unless otherwise required by law. Proponents should be aware the Municipality is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

8. SCHEDULES

SCHEDULE A – DRAFT AGREEMENT

FORM OF SERVICES AGREEMENT

THIS AGREEMENT dated for reference :-

BETWEEN:

VILLAGE OF NAKUSP, a municipality duly incorporated under the laws of British Columbia and having an address at

**91 – 1st Street NW,
PO Box 280,
Nakusp, BC V0G 1R0**

AND:

[NAME OF FIRM], an engineering firm having an address at 123 Address, City, BC, Postal Code (the “Contractor”).

WHEREAS the Municipality wishes to engage the Contractor to provide Services in connection with the provision and installation of wastewater lagoon liners for the Village of Nakusp Wastewater Treatment Plant.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions:

- (a) "Agreement" means this Agreement and all appendices attached hereto;
- (b) "Municipality" means the Corporation of the Village of Nakusp;
- (c) "Contractor" means the Contractor who is providing Services under this Agreement;

- (d) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Appendix 2 (or Appendix 3 if applicable), which the Contractor incurs in providing the Services;
- (e) "Fees" means the price set out in Appendix 2 (or Appendix 3 if applicable) for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Indemnitees" means the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (g) "Proposal" means the Contractor's Proposal attached as **Appendix 2**;
- (h) "RFP" means the Request for Proposals **number RFP 2025-???**
- (i) "Services" means the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) "Term" has the meaning described in Section 3.1

1.2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the following documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda;
- (c) the RFP;
- (d) the Proposal; and
- (e) other terms, if any, that are agreed to by the parties in writing.

1.3 Schedules

The following attached Schedules are part of this Agreement:

Schedule B – Owner's Requirements;

Schedule B1 – Existing Equipment Specifications

Schedule B2 – Existing Plans

Schedule B3 - Photographic Record;

Schedule C – Form of Proposal

Schedule D – RFP Addenda, (if applicable) -

Schedule E – Special Terms and Conditions and Negotiated Changes (if applicable)

Schedule F - Form of Contract , CCDC14-2013 (Schedule A-3 to be completed prior to contract signature)

2. SERVICES

2.1 Services

The Contractor covenants and agrees with the Municipality to provide the Services as described generally in Schedule B, including anything and everything required to be done for the fulfillment and completion of this Agreement (the “**Services**”).

3. PERSONNEL

3.1 Qualified Personnel

The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Proposal and the Contractor will not remove any such listed personnel or sub-contractors from the provision of the Services without the prior written approval of the Municipality.

3.3 Replacement of Personnel or Sub-Contractors

If the Municipality reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the Municipality, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in this Agreement, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the Municipality.

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the Municipality with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the Municipality under this Agreement. The Contractor will be as fully responsible to the Municipality for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

4. LIMITED AUTHORITY

4.1 Agent of Municipality

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the Municipality, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the Municipality, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

4.2 Independent Contractor

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Municipality will not control or direct the details, means or process by which the Contractor provides the Services. The Contractor will determine the number of days and hours of work required to properly and completely provide the Services. The Contractor is primarily responsible for provision of the Services and may not delegate or assign the provision of any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees and Disbursements

The Municipality will pay to the Contractor the Fees and Disbursements in accordance with this Agreement. Payment by the Municipality of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment without the prior written approval of the Municipality.

5.2 Costs included in Fees and Disbursements

For greater certainty, costs of general management, non-technical supporting services, general overhead, mobilization/demobilization, travel and all other items associated with the Services are deemed to be covered by the Fees and Disbursements and will not be subject to additional payment by the Municipality.

5.3 No increase in Fees and Disbursements without Written Agreement

No increases in Fees and Disbursements will be accepted by the Municipality without prior written acceptance by the Municipality.

5.4 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit a monthly invoice (the “**Invoice**”) to the Municipality requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month and including the following information:
- an invoice number;
 - the Contractor's name, address and telephone number;
 - the Municipality's reference number for the Services: to be provided on execution of a signed contract;
 - the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed Services during the previous month;
 - the percentage of Services completed at the end of the previous month;
 - the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - taxes (if any); and

- grand total of the Invoice;
- (b) the Contractor will on request from the Municipality provide receipts and invoices for all Disbursements claimed;
- (c) if the Municipality reasonably determines that any portion of an Invoice is not payable, then the Municipality will so advise the Contractor;
- (d) the Municipality will pay the portion of an Invoice which the Municipality determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement, except the Municipality may hold back from payments 10% of the amount the Municipality determines is payable to the Contractor until such time as the Municipality gives final approval of completion of work;
- (e) if the Contractor offers the Municipality a cash discount for early payment, then the Municipality may, at the Municipality's sole discretion, pay the portion of an Invoice which the Municipality determines is payable at any time after receipt of the Invoice;
- (f) Invoices will be submitted by the Contractor by mail to:

Accounts Payable Department
Village of Nakusp
91 – 1st Street NW,
PO Box 280,
Nakusp, BC V0G 1R0

- (g) the payment by the Municipality of any invoice will not bind the Municipality with respect to any subsequent payment or final payment and will not mean that the Municipality has accepted Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and
- (h) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

5.5 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the Municipality, the Contractor will make the records available open to audit examination

by the Municipality at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete. This right to audit shall include sub-contractors to the Contractor. The Contractor shall ensure the Municipality has this right to audit with all sub-contractors.

5.6 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the Municipality a waiver of regulation letter, the Municipality will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

6. MUNICIPALITY'S RESPONSIBILITIES

6.1 Municipal Information

The Municipality will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the Municipality has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the Municipality in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 Municipal Decisions

The Municipality will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

6.3 Notice of Defect

If the Municipality observes or otherwise becomes aware of any fault in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the Municipality the obligation to review the Contractor's performance of the Services.

7. INDEMNITY, INSURANCE, DAMAGES AND LICENCING

7.1 Indemnity

The Contractor will indemnify and save harmless the Municipality and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “**Indemnitees**”), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

The indemnity described in section 8.1 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the Municipality from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the Municipality will be added as an additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million (\$5,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) professional errors and omissions liability insurance, in an amount not less than two million (\$2,000,000) dollars; and
- (d) Contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

7.4 Insurance Requirements

The Contractor will provide the Municipality with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the Municipality. The Contractor will, on request from the Municipality, provide certified copies of all the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the Municipality with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the Municipality has an insurable interest; the builder's risk policy will have the Municipality as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the Municipality or any insurer of the Municipality.

7.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

7.6 Additional Insurance

The Contractor shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the Municipality may reasonably direct.

7.7 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the Municipality for loss or damage to the Contractor's property.

7.8 Protection of Property

The Contractor shall protect Municipality's property and adjacent properties from damage that may arise as the result of the Contractor's operations under the Agreement. Any such damage caused by the Contractor shall be made good by the Contractor at the Contractor's expense.

7.9 WorkSafe BC And Occupational Health and Safety

The Contractor agrees that:

- (a) it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the supply of the Services;
- (b) the Municipality has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Municipality to the Contractor and the Municipality will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) it will provide the Municipality with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*, as prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of the Proposal, and the Contractor will advise the Municipality immediately in writing if the name or contact number of the qualified coordinator changes;

- (e) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC;
- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto;
- (g) the Municipality may, on 24 hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the Municipality be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

8. TERMINATION

8.1 By the Municipality

The Municipality may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of the provision of all Services, such notice to be determined by the Municipality at its sole discretion. Upon receipt of such notice, the Contractor will provide no further Services other than what is reasonably required to terminate the supply of Services and return the Municipality's property to the Municipality. Despite any other provision of this Agreement, if the Municipality terminates this Agreement before the completion of providing all the Services, the Municipality will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus

reasonable termination costs in the amount as determined by the Municipality in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Municipality to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not supplied or other profit opportunities.

8.2 Termination for Cause

The Municipality may terminate this Agreement for cause as follows:

- (a) if the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) if the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the Municipality within five days after delivery of written notice from the Municipality to the Contractor, then the Municipality may, without prejudice to any other right or remedy the Municipality may have, terminate this Agreement by giving the Contractor further written notice.

If the Municipality terminates this Agreement as provided by this Section, then the Municipality may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the Services;
- (e) set-off the total cost of completing the Services incurred by the Municipality against any amounts owing to the Contractor under this Agreement, and at the completion of the provision of Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the provision of Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

8.3 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the Municipality may without terminating this Agreement, upon five days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the Municipality has any duty or obligation to remedy any default of the Contractor.

9. COMPLIANCE WITH LAWS

9.1 Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws and statutes of the Province of British Columbia, regulations or bylaws. The Municipality and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts and that any reference to any statute, regulation or bylaw refers to that enactment as it may be amended or replaced from time to time.

9.2 Compliance with Applicable Laws

The Contractor will provide the Services in full compliance with all applicable federal, provincial and municipal enactments and regulations.

9.3 Interpretation of Enactments

The Contractor will, as a qualified and experienced contractor, interpret enactments and regulations applicable to the provision of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the Municipality will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

10.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the

knowledge of the Contractor as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the Municipality, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

10.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the Municipality is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the Municipality required by law.

10.3 Return of Property

The Contractor agrees to return to the Municipality all of the Municipality's property at the completion of this Agreement, including any and all copies or originals of reports provided by the Municipality.

10.4 Use of Work Product

The Contractor hereby sells, assigns and transfers to the Municipality the right, title and interest required for the Municipality to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this section 11.1 as follows:

- (a) the parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations;
- (b) If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to

mediation. Within seven days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Nakusp, British Columbia, or such other place as the Municipality may, in its sole discretion, specify. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and

- (c) If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

12. MUNICIPAL POWERS

12.1 Powers Preserved

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Municipality in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

12.2 No financial commitments beyond current fiscal year

The Contractor recognizes and agrees that the Municipality cannot make financial commitments beyond the Municipality's current fiscal year. The Municipality will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If Municipality Council does not appropriate funds, or appropriates insufficient funds, the Municipality will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the Municipality, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

13. GENERAL

13.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Services. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the Municipality, the Municipality accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the Municipality.

13.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

13.3 Merger and Survival

The representations, agreements, covenants and obligations set out in this Agreement shall survive the performance of the Services and payment of the Fees and Disbursements.

13.4 Unenforceability

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

13.5 Cumulative Remedies

The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.

13.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile or email, by acknowledgement; or
- (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Proposal.

13.7 Headings

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

13.8 Assignment

This Agreement may not be assigned in whole or in part by the Contractor without the prior written consent of the Municipality.

13.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

13.10 Waiver

Any failure of the Municipality at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the Municipality's right at any time to avail itself of any remedies as the Municipality may have for any breach of the terms and conditions.

13.11 Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file by email or as a hard copy.

13.12 Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Municipality and the Contractor.

END OF PAGE

WHEREFORE, the parties have executed this Agreement on the dates indicated below:

VILLAGE OF NAKUSP by its authorized
signatories:

c/s

Mayor

Corporate Officer:

Date executed: _____, 2025.

[INSERT CONTRACTORS LEGAL NAME] by its
authorized signatories:

[Name of Signatory]

[Name of Signatory]

Date executed: _____, 2025.

SCHEDULE B – OWNER’S REQUIREMENTS

INTRODUCTION

The Village of Nakusp Wastewater Treatment Plant (WWTP) comprises -

1. A Muffin Monster macerator pump and manual screen at its entry
2. An aerated Complete Mix Tank (CMT)
3. An aerated primary lagoon (Lagoon 1)
4. A partially aerated secondary settlement lagoon. (Lagoon 2)
5. A tertiary effluent treatment Dissolved Air Flotation plant (DAF plant)
6. An average Daily Wastewater Influent Flow of 480m³/day

The aeration operations are powered by three Gardner Denver blowers and their associated motors, which are housed in a Mechanical Room adjacent to Lagoons 1 and 2.

Bid Item 1

Replace the three blowers and motors which are at the end of their service life. The existing blowers currently run 1-2 of the 3 at a time. In addition to replacements, it is also proposed to add a Variable Frequency Drive and an automated control panel to enable optimisation of the air delivery to the diffusers in the Complete Mix Tank, Lagoons 1 and 2.

Bid Item 2

Integrate the Blower Room with the Village’s SCADA via a new Control Panel, whether with an independent SCADA link to the Village’s Works Department Offices, or integrated with the existing SCADA links at the DAF plant.

It is also required to install six Hach or equal Dissolved Oxygen monitors into the Lagoons. Data from the DO meters will be integrated as part of the Control Panel/SCADA to replace the existing manual testing procedures.

Other infrastructure to be included in the Control Panel for remote SCADA access is :-

- Replacement/upgrade of controls for the existing Fischer and Porter COPA-X 10d1465P 6” diameter magnetic flowmeter and
- Replacement/upgrade of controls for the existing Muffin Monster 3002-1108 Grinder, to enable integration with a new macerator/automated screen (installation will be completed by others),

There is existing 2” PVC ducting, which contains electrical and communications cabling from the Blower room to the location of the existing Muffin Monster and Flowmeter chamber. It is the proponent’s responsibility to determine if this is sufficient for the existing Magmeter and for the new screen and their

required controls. Any proposed change must be included in the Proponent's bid to enable connection of these items to the Blower Mechanical Room.

EHD Site Plan Dwg 912/22-001 Rev 1 illustrates.

All products proposed must meet Canadian national codes and standards.

Should the Village of Nakusp choose to proceed with selection of a preferred bidder to enter into a contract, it is the Village's intention to adopt the Canadian Construction Documents Contract Form 14-2013 Design Build Stipulated Price Contract Form (CCDC 14-2013). The draft contract form is enclosed in this RFP as Schedule F.

To enable preparation of a Tender bid, please refer to the existing equipment specifications and plan enclosed in Schedules B1 and B2 respectively. The Village of Nakusp has included Schedules B1 and B2 to provide information to Proponents on the existing mechanical and electrical configurations. It is the responsibility of the Proponent to verify all information as deemed necessary by the Proponent to enable a Design-Build bid to be submitted. The Village accepts no liability nor cost for any inaccuracies on the drawings or other existing specification information that is included with this document.

Bid Item 3

Replace manual air valves on the existing Schedule 40 steel air distribution system.

- **Existing Schedule 40 air ducts and air valves**

6" Schedule 40 steel pipe feeding 75mm diameter Sched 40 steel pipe. 5# existing 3" diameter steel air valves. See Figures 1 – 3 inclusive (from drawings in Schedule B2).

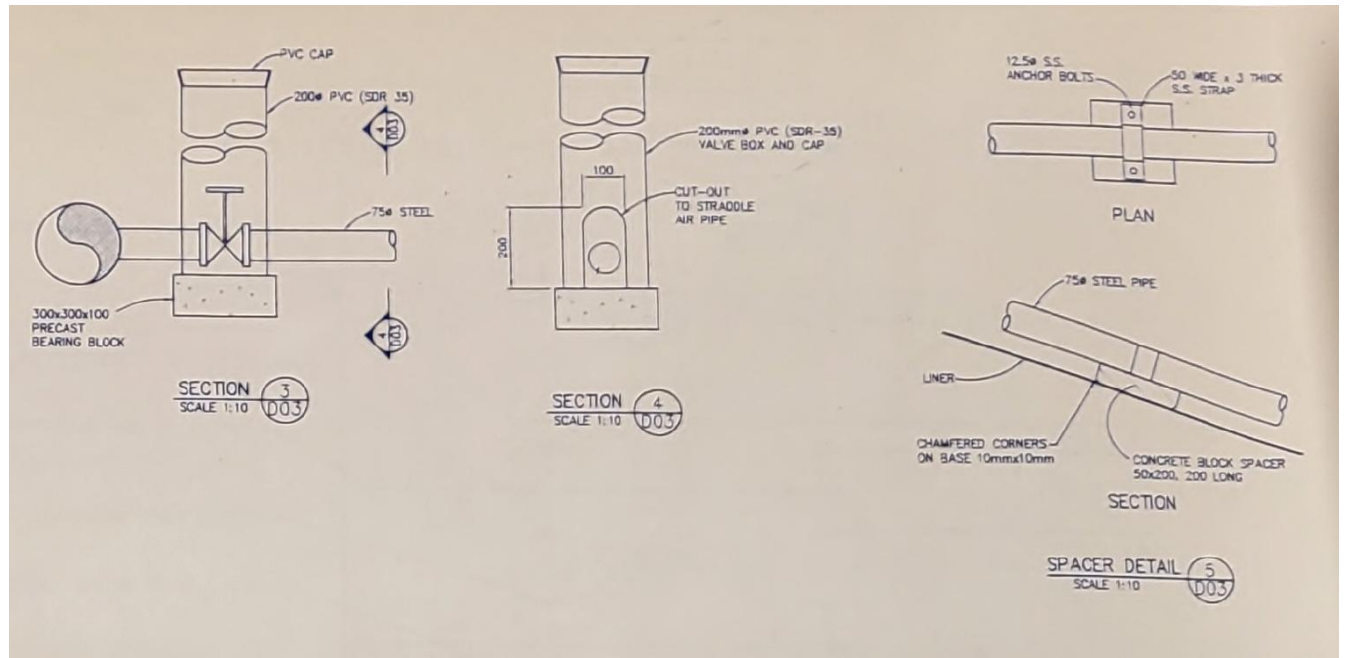


FIGURE 1 EXISTING AIR VALVE DETAILS

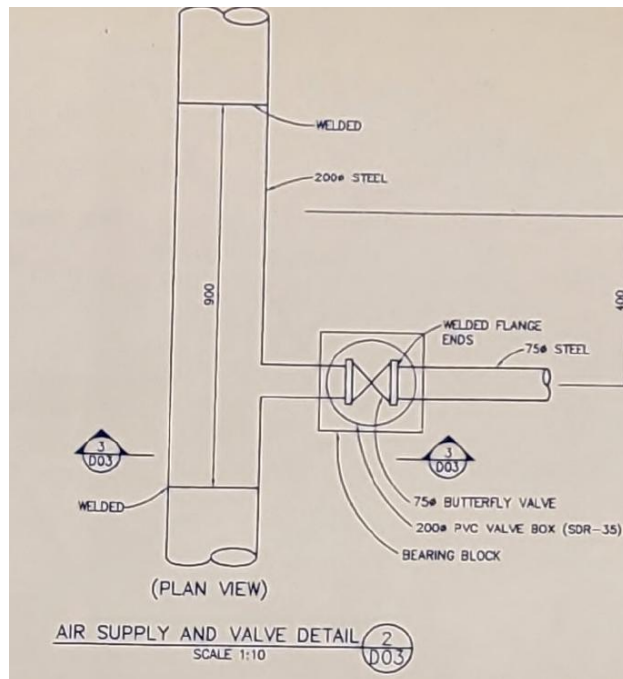


FIGURE 2 AIR SUPPLY AND VALVE DETAIL

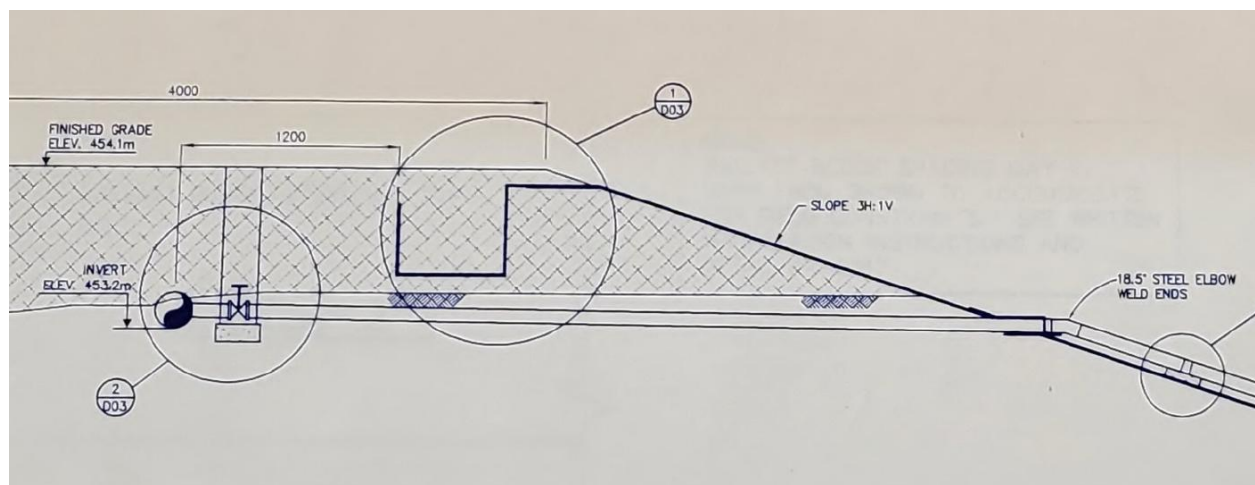


FIGURE 3 SCHEDULE 40 AIR PIPE TO BEND

- **Flowmeter**

Fischer and Porter Copa-X DC Micro magnetic flowmeter (150mm diameter) in mag meter chamber. Replace controls as required to meet Flow metering and Control specifications. It is not required to replace the flowmeter.

EHD Site Plan Dwg 912/22-001 Rev 1 illustrates.

Optional A. Backup Generator

The proponent shall include all labour, equipment, shipping, and material costs for the supply, installation, and testing of a new weatherproof diesel standby power genset sized to ensure operation of all functions of the WWTP Aeration components during power outages.

Optional B. Aeration extension

The additional diffuser array shown on the Site Plan Drawing 912/22-001 will be installed in Lagoon 2 by others. 150mm diameter Schedule 40 steel pipe feeds air from the existing blowers into 75mm diameter Schedule 40 steel pipes at the head of each diffuser lateral, with a manual control valve for adjusting flows.

It is optional to replace the 5# existing 3" diameter steel air valves. Automated valves will be considered for integration with VFD control for the new blowers.

There is an optional Install of a new Valve and 18m of 6" Schedule 40 steel pipe to be extended from the existing stub at Lagoon 2 with the addition of a T stub and coupling to a 75mm diameter pipe up to and including the welded bend's entry through the lagoon liner, shown in Figures 1- 3. A field-welded connection will be required for the 75mm steel pipe at the top of lagoon bank (downslope of vertical bend) that is to be installed by others for air feed to the additional diffuser array for Lagoon 2. The additional 5m of 75mm pipe will require pipe routing through an existing liner trench, repairs of which should be included in the design.

SCADA AND CONTROL SYSTEM

- (a) Provide all programming and configuration necessary to supply a fully debugged and operating aeration supply system to each of the Complete Mix Tank, Lagoon 1 and Lagoon 2.
- (b) The system shall be fully automated with manual overrides for all equipment and controlled by a programmable logic controller, to operate unsupervised with minimal operator input. The preference is Allen Bradley Compact Logix, although Horner will also be considered.

- (c) The control system shall be programmed to automatically recover and restart the plant after an interruption of power.
- (d) Supply the configuration software for the controller with the system to enable Village of Nakusp Operations to perform efficient diagnostics of system equipment failures.
- (e) All real-time process parameters and alarms shall be displayed locally (Panel mounted HMI) for operators to view and respond to.
- (f) As a minimum, system process monitoring shall include
 - i. Effluent temperature and PH
 - ii. Ammonium and Nitrate
 - iii. Effluent flow monitoring – connect to the existing mag flowmeter and upgrade as required for control system communications
 - iv. Equipment status (local/off/remote, running/stopped, alarms) including for future integration of the Headworks Auger Monster
 - v. Resettable run hours for all major equipment.
 - vi. Generator status
 - vii. All process/system alarms.
 - viii. Nitrate Measurement with Hach's NT3100sc UV Sensor, or equal approved, in the Complete Mix Tank, at the Lagoon 1 weir and at Lagoon 2 weir.
 - ix. Dissolved Oxygen monitoring in the Complete Mix Tank, Lagoon 1 and Lagoon 2. Minimum 4 Hach Luminescent Dissolved Oxygen sensors or equal, to be provided in accordance with Figure 1, below.
 - x. Hach SC4500 Controllers or equal with external output to the Main Control Panel for DO, PH/Temperature monitoring.
- (g) The control system shall communicate with remote devices via an accepted open industrial protocol i.e.
 - i. Modbus TCP/IP
 - ii. Modbus RTU (slave)
 - iii. Ethernet IP

- (h) All process parameters, statuses, alarms and control commands must be available on the remote connection. The update rate of available data on this channel will be 1 second or faster.
- (i) Datalogging is required at the site
- (j) EHD Site Plan Dwg 912/22-001 Rev 1 illustrates locations for monitoring devices.

INTERNET SERVICE/CONNECTIVITY TO BLOWER ROOM AND/OR DAF PLANT

- (a) The proponent will be responsible for the installation and connection of an internet service to the Blower Room including the installation of any required ducting and Cat 5 cabling from the blower room to the mag meter chamber and the headworks location for the future Honey Monster.
- (b) In the existing DAF plant, there is a SCADA radio link to the SCADA server at the Village's Works Department offices.
- (c) Subject to cost, maintenance and functionality, the owner will consider either :-
 - I) A single integrated SCADA viewing point for viewing both the Blower Room controls and DAF operations. Tenderers may propose ducting and/or telecoms/wifi upgrades as required to connect the DAF plant SCADA access point to the new Control Panel in the Blower Mechanical Room to enable remote viewing via the DAF plant SCADA access point, or
 - II) An independent system in the Blower Room without connectivity to the DAF plant SCADA e.g. separate static IP address access point to the Blower control panel.

COMMISSIONING

- (a) The proponent shall be available during the commissioning period to provide immediate assistance in case of failure of any portion of the system being operated
- (b) During the commissioning period, the Proponent will be responsible for all normal operational costs and shall include the costs of all necessary repairs or replacements, including labour and materials, required to commission the plant and for it to become operational for the Contract sum.

- (c) Within the terms of the Contract, the proponent shall be available during the commissioning period to make modifications to the system or individual components to ensure a reliable and completely operational plant.
- (d) At the end of the commissioning period, the Contract Administrator will issue a completion certificate.

WARRANTY

- (a) All equipment furnished under this section will be free of defects in material and workmanship, including damages that may be incurred during shipping for a period of three (3) years from date of start-up.

SCHEDULE B1- EXISTING EQUIPMENT SPECIFICATIONS.**B1.1 Mechanical**

- **Existing Blowers and Motors – Specifications**
- 20 HP 600V Gardner Denver GEAMDRA 5MR Serial S299573
- 15 HP 600V Gardner Denver GAEMARA 5MVR Serial S305016
- 20 HP 600V Gardner Denver GAEMBRA 5MR Serial S375702

| | Flow | Pressure/RPM | Function | Motor | Pulleys | Combination pressures |
|----------------|----------|--------------------|----------|--|---|---|
| Blower #1 | 437 ICFM | 3psi at 2350 RPM | Duty 1 | Westinghouse RPM=1760 ; Volts= 575 ; Amps= 15 , 15 HP, 11 KW | Motor pulley: 10.5" Blower pulley: 7 7/8" | #1 & #2: 4.5psi |
| Blower #2 | 437 ICFM | 3psi at 2350 RPM | Duty 2 | (Ultraline): RPM=1760 ; Volts= 575 ; Amps= 19.6 , HP 20 | Motor pulley: 10.5" Blower pulley: 7 7/8" | #2 & #3: 4.2psiv |
| Blower #3 Flow | 380 ICFM | 2.8psi at 2077 RPM | Standby | 3 (Lincoln Electric): RPM=1750 ; Volts= 875 ; Amps= 20, 20 HP | Motor pulley: 11 1/4" Pump/Blower pulley: 9.5" | #1 & #3: 4.1psi #1 & #2 & #3: 5.8psi |

- **BLOWERS 1 AND 2**



Sutorbilt Legend - 5M

Product Information

| CORRECTED VALUES | ORIGINAL UNITS | ENGLISH UNITS | METRIC UNITS |
|-------------------------|----------------|---------------|--------------|
| Ambient Pressure | 475 alti-m | 13.872 PSIA | 0.956 bar a |
| Elevation | 1558 ALTI-FT | 1558 ALTI-FT | 475 alti-m |
| Inlet Pressure | 13.872 PSIA | -0.000 PSIG | 0 bar g |
| Inlet Pressure Loss | 0.3 PSIG | 0.300 PSIG | 0.021 bar g |
| Inlet Temp | 68 F | 68 °F | 20 °C |
| Inlet Flow | 437 ICFM | 437 ICFM | 742 m³/h |
| Discharge Pressure | 3 PSIG | 3.000 PSIG | 0.207 bar g |
| Discharge Pressure Loss | 0.2 PSIG | 0.200 PSIG | 0.014 bar g |
| MEASURED VALUES | ORIGINAL UNITS | ENGLISH UNITS | METRIC UNITS |
| Speed | 2350 RPM | 2350 RPM | 2350 RPM |
| RPM % Of Max | 82 | 82 | 82 |
| Power | 8.2 HP | 8.2 HP | 6.115 kW |
| Discharge Temp | 112 °F | 112 °F | 44 °C |
| Temp % of Max | 40 | 40 | 40 |
| Noise | 86 dBa | 86 dBa | 86 dBa |
| Pressure % of Max | 27 | 27 | 27 |
| Adiabatic Efficiency | 74.24% | 74.24% | 74.24% |
| RELIEF VALVES | | PRESSURE | |
| Pressure | | 4 PSIG | |
| Pressure % of Max | | 35 | |
| Discharge Temp | | 125 °F | |
| Temp % of Max | | 45 | |



PHYSICAL

| | |
|---------------------------------|------------------------|
| Weight | 215 lbs. |
| Gear Diameter / Center Distance | 5 in. |
| Connection Size | 4i/4d in. |
| Case Length | 6 in. |
| WR ² | 1.7 lb-ft ² |
| Orientation | horizontal |

PERFORMANCE

| | |
|-------------------|----------|
| Max Delta P | 13 PSI |
| Max Temp | 280 °F |
| Max Speed | 2850 RPM |
| Min Speed | 764 RPM |
| Max Case Pressure | 25 PSIG |
| Max Delta T | 180 °F |



| AMBIENT GAS PARAMETERS | ENGLISH UNITS | METRIC UNITS | GAS MIX: | VOL |
|------------------------|---------------------------|-------------------------|----------|------|
| Molecular Weight | 28.861 lbm/lbmol | 28.861 kg/kgmol | Air | 100% |
| R Value | 53.532 ft.lbf/lbm.R | 0.288 kJ/kg.K | | |
| Density | 0.071 lbm/ft ³ | 1.132 kg/m ³ | | |

Performance Curves

Temperature Rise

DEFINED CONDITIONS

44 F

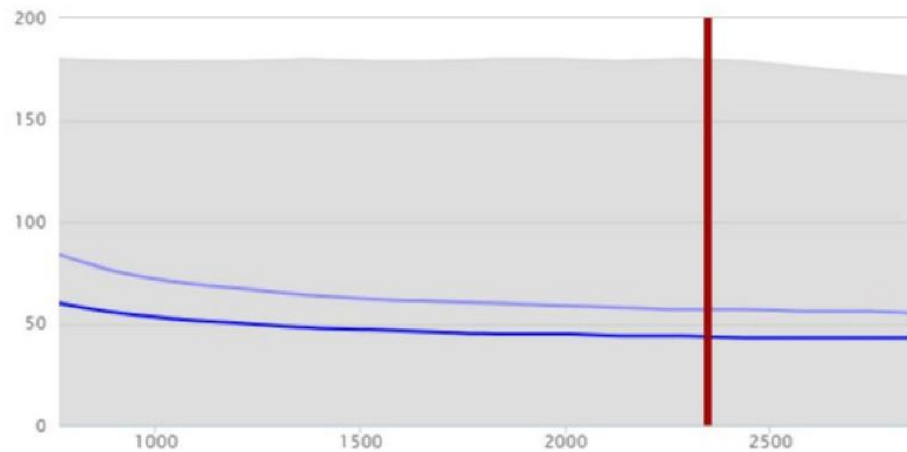
RELIEF VALVE

57 F

RPM

2350

Published Data
Defined Conditions
Relief Valve



Flow

DEFINED CONDITIONS

436 ICFM

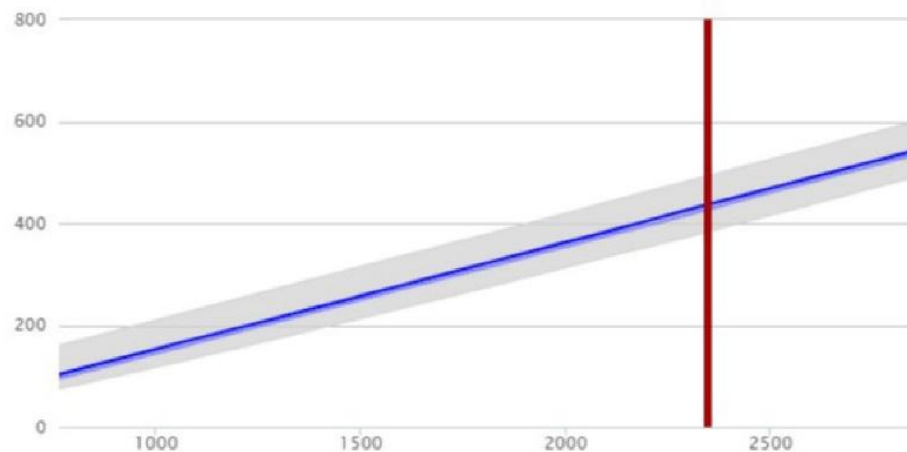
RELIEF VALVE

428 ICFM

RPM

2350

Published Data
Defined Conditions
Relief Valve



QuickPik™

Performance Curves

Power

DEFINED CONDITIONS

8.2 HP

RELIEF VALVE

10.5 HP

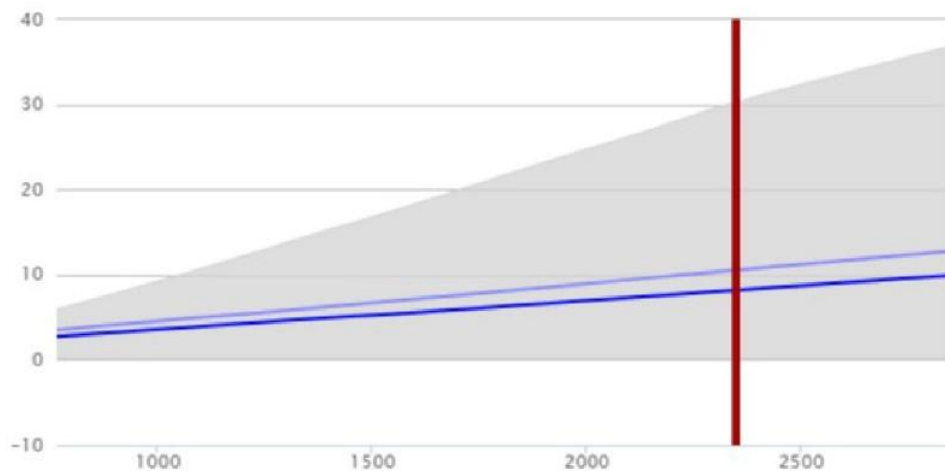
RPM

2350

Published Data

Defined
Conditions

Relief Valve



Torque

DEFINED CONDITIONS

18.3 ft-lb

RELIEF VALVE

23.5 ft-lb

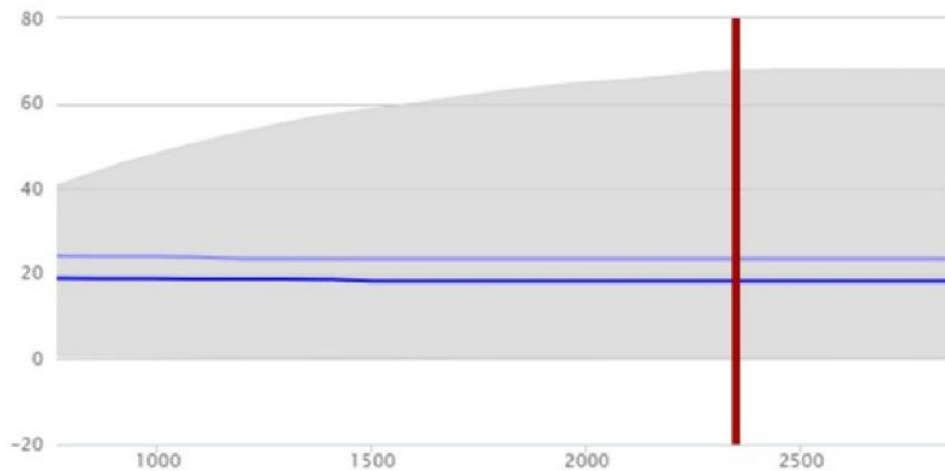
RPM

2350

Published Data

Defined
Conditions

Relief Valve



Created: 11-08-2023

- **BLOWER 3**



Sutorbilt Legend - 5M

Product Information

| CORRECTED VALUES | ORIGINAL UNITS | ENGLISH UNITS | METRIC UNITS |
|-------------------------|----------------|---------------|--------------|
| Ambient Pressure | 475 alti-m | 13.872 PSIA | 0.956 bar a |
| Elevation | 1558 ALTI-FT | 1558 ALTI-FT | 475 alti-m |
| Inlet Pressure | 13.872 PSIA | -0.000 PSIG | 0 bar g |
| Inlet Pressure Loss | 0.3 PSIG | 0.300 PSIG | 0.021 bar g |
| Inlet Temp | 68 F | 68 °F | 20 °C |
| Inlet Flow | 380 ICFM | 380 ICFM | 646 m³/h |
| Discharge Pressure | 2.8 PSIG | 2.800 PSIG | 0.193 bar g |
| Discharge Pressure Loss | 0.2 PSIG | 0.200 PSIG | 0.014 bar g |
| MEASURED VALUES | ORIGINAL UNITS | ENGLISH UNITS | METRIC UNITS |
| Speed | 2077 RPM | 2077 RPM | 2077 RPM |
| RPM % Of Max | 73 | 73 | 73 |
| Power | 6.8 HP | 6.8 HP | 5.071 kW |
| Discharge Temp | 110 °F | 110 °F | 43 °C |
| Temp % of Max | 39 | 39 | 39 |
| Noise | 84 dBa | 84 dBa | 84 dBa |
| Pressure % of Max | 25 | 25 | 25 |
| Adiabatic Efficiency | 74.83% | 74.83% | 74.83% |
| RELIEF VALVES | | PRESSURE | |
| Pressure | | 3.8 PSIG | |
| Pressure % of Max | | 33 | |
| Discharge Temp | | 123 °F | |
| Temp % of Max | | 44 | |



| PHYSICAL | |
|---------------------------------|------------|
| Weight | 215 lbs. |
| Gear Diameter / Center Distance | 5 in. |
| Connection Size | 4i/4d in. |
| Case Length | 6 in. |
| WR² | 1.7 lb-ft² |
| Orientation | horizontal |
| PERFORMANCE | |
| Max Delta P | 13 PSI |
| Max Temp | 280 °F |
| Max Speed | 2850 RPM |
| Min Speed | 764 RPM |
| Max Case Pressure | 25 PSIG |
| Max Delta T | 180 °F |

Created: 11-08-2023

QuickPik™



Created: 11-08-2023

QuickPik™



Created: 11-08-2023

- **Existing AERATION SYSTEM**

Proponents shall coordinate blower design with EDI to ensure that operational limits are within existing diffuser tolerances.

The table below is for illustration. The Proponent shall confirm all design parameters with EDI

Diffuser Arrays in CMT, Lagoon 1 and Lagoon 2 – see EHD Site Plan and USL Drawings

| | Number of Diffusers per cell | Type | Liquid depth | Laterals-Feed | Airflow range (Typical operating to maximum) | Diffuser Array/lateral | Typical operating pressure |
|---------------------------|------------------------------|--------------------|--------------|---------------------------------------|---|------------------------|----------------------------|
| CMT | 30 (3 x 10) | Flexair 42p | 3.65m | 4" dia PE Dr-17 | 52cfm-80cfm | 500cfm typical. | 4.5-6.2kpa |
| Lagoon 1 | 14 | Flexair 44f Magnum | 3.0m | 3" dia PE Dr-17 (.15" feeder airlines | 26scfm-40scfm. Max 12scfm per membrane | 150cfm max | 4.5-6.2kpa |
| Lagoon 2 | 7 | Flexair 44f Magnum | 3.0m | 3" dia PE Dr-17 | 26scfm-40scfm. | 150scfm max | 4.5-6.2kpa |
| New Lagoon 2 Array | 4 | Flexair 44f Magnum | 3.0m | 3" dia PE Dr-17 | Tbc by EDI | Tbc by EDI | Tbc by EDI |

B1.2 Electrical

All proposed Electrical products shall meet Canadian national codes and standards and be certified by an SCC accredited certification body or inspected by an SCC accredited inspection body. The marks and labels below are recognized for use in Canada

Schedule B2 Urban Systems plans have been annotated in **red** to illustrate the existing configuration. These shall be read in conjunction with the following **annotated** Falcon Engineering Drawings.

Falcon Engineering Drawing 11V0N-05 May 2011 E-1 of 3

- Site Plan, Symbol Legend, Schedules.
- Irrigation Pumps 1 and 2 not installed.

Falcon Engineering Drawing 11V0N-05 May 2011 E-2 of 3

- Blower Building Floor Plan and Blower Building Main Distribution Centre Detail
- DAF Process Building Floor Plan, Single Line Diagram
- Irrigation Pumps 1,2 and VFD not installed.

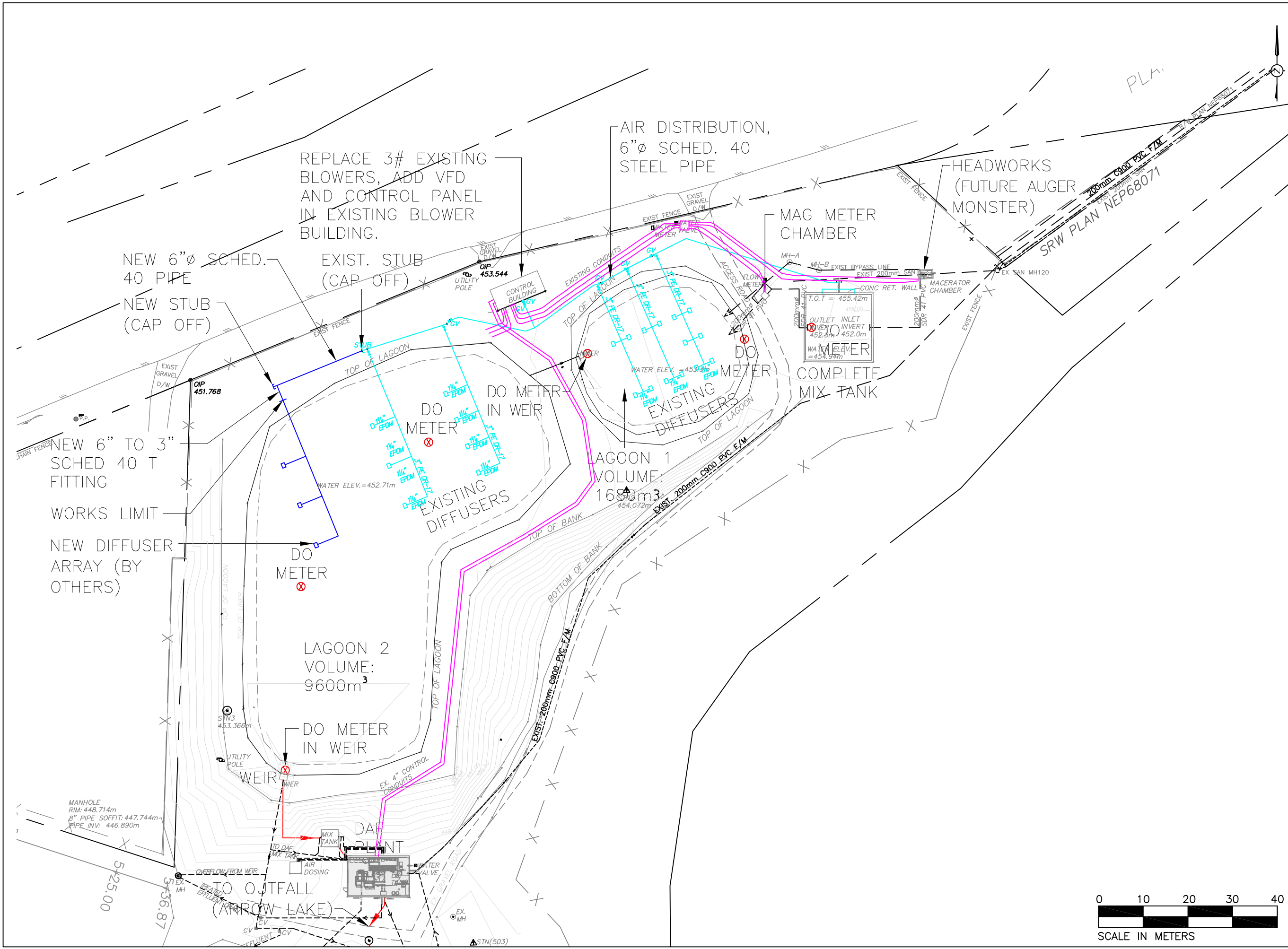
SCHEDULE B2- LIST OF PLANS.

- **The plans may be used for preparation of the Bid document.**

| Drawing Issued by | Title | Page | Annotated for Tender in Red | Dwg No/Rev |
|--------------------------|--------------|-------------|------------------------------------|----------------------|
| EHD Engineering | Site Plan | 1 of 1 | | |
| Falcon Engineering | E-1 of 3 | | Y | 11V0N-05 May 2011 |
| Falcon Engineering | E-2 of 3 | | Y | 11V0N-05 |
| | | | | |


| | | | | |
|-----------------------------|--|--|---|------|
| USL/Guido and Associates | Blower Building Electrical Layout | 2 of 5 | Y | E2-4 |
| USL/Guido and Associates | Single Line and MCC Layout | 3 of 5 | Y | E3-4 |
| USL/Guido and Associates | Blower Schematics and Muffin Monsters Controls | 4 of 5 | Y | E4-4 |
| USL/Guido and Associates | Protalk Autodialer panel and wiring | 5 of 5 | | E5-4 |
| USL | Sewage Treatment Plant Upgrade | 1996 21 sheets including Title Page | | |

SCHEDULE B2- Existing PLans



Notes

| | | | | |
|-----|------------|-------------------|-------|--------|
| 1 | 2025.07.31 | ISSUED FOR TENDER | AS | IGC |
| Rev | Date | Description | Drawn | Auth'd |



EHD ENGINEERING LTD.
PO BOX 25041 BROCKLEHURST
KAMLOOPS BC V2B 8R6
1-250-434-4529
www.ehdconsulting.com
PP1001688

Client
VILLAGE OF NAKUSP

Job Title
NEW BLOWERS AND MOTORS
WITH SCADA INTEGRATION

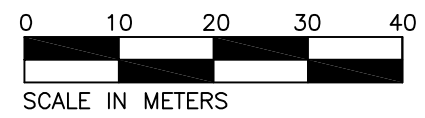
Drawing Title

SITE PLAN

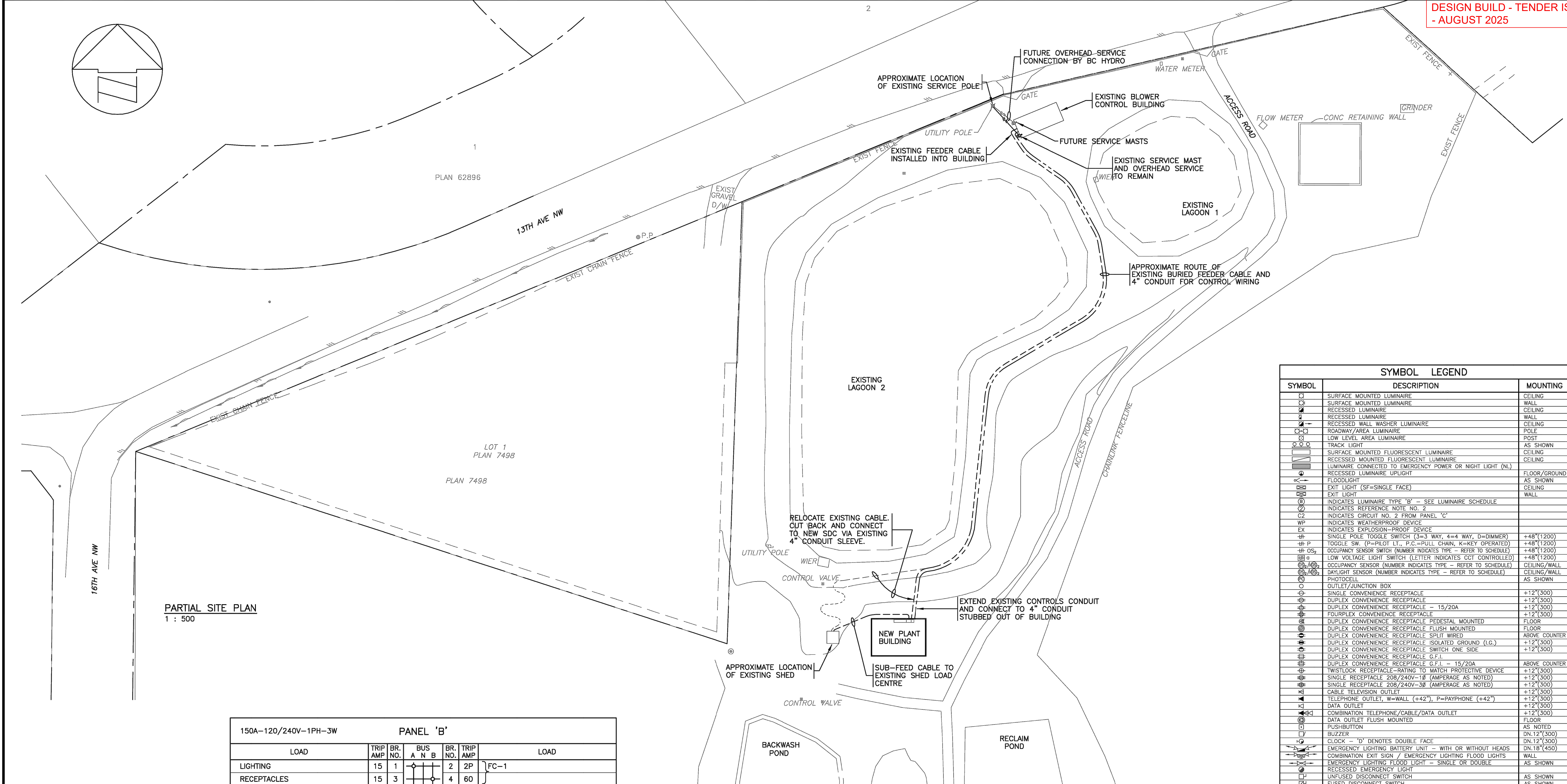
| | | | |
|----------------|--------------------|-------------|------------|
| Scale 1:800 | Date JUL31,2025 | Draft AS | Eng IGC |
|----------------|--------------------|-------------|------------|

Status
TENDER

| | |
|--------------------------|----------|
| Drg. No. 912/22 - 001 | Rev 1 |
|--------------------------|----------|



| no. | date | revision |
|--|-----------|-------------------|
| 1 | JUN+28+12 | ISSUED FOR TENDER |
| project | | |
| NAKUSP SEWAGE TREATMENT PLANT RECLAIM WATER MAIN | | |
| NAKUSP, B.C. | | |
| drawing title | | |
| SITE PLAN, SYMBOL LEGEND, SCHEDULES | | |
| date | MAY, 2011 | dr. by JB |
| scale | AS NOTED | des. by GH |
| job no. | 11VN-05 | eor GH |
| | | rev. by |
| drawing no. | | |
| E - 1 OF 3 | | |



PARTIAL SITE PLAN
1 : 500

| 150A-120/240V-1PH-3W PANEL 'B' | | | | | | | | | |
|--------------------------------|-------------|------------|--------------|------------|-------------|-----------------|-------------|------------|------|
| LOAD | TRIP AMP | BR. NO. | BUS A N B | BR. NO. | TRIP AMP | LOAD | TRIP AMP | BR. NO. | LOAD |
| LIGHTING | 15 | 1 | | 2 | 2P | FC-1 | | | |
| RECEPTACLES | 15 | 3 | | 4 | 60 | | | | |
| RECEPTACLES | 15 | 5 | | 6 | 2P | HP-1 | | | |
| WASHROOM | 15 | 7 | | 8 | 15 | | | | |
| UV UNITS | 2P | 9 | | 10 | 2P | DWH-1 | | | |
| | 30 | 11 | | 12 | 20 | | | | |
| SHED LOAD CENTRE | 2P | 13 | | 14 | 15 | CONTROL CIRCUIT | | | |
| | 40 | 15 | | 16 | | | | | |
| | | 17 | | 18 | | | | | |
| | | 19 | | 20 | | | | | |
| | | 21 | | 22 | | | | | |
| | | 23 | | 24 | | | | | |
| | | 25 | | 26 | | | | | |
| | | 27 | | 28 | | | | | |
| | | 29 | | 30 | | | | | |

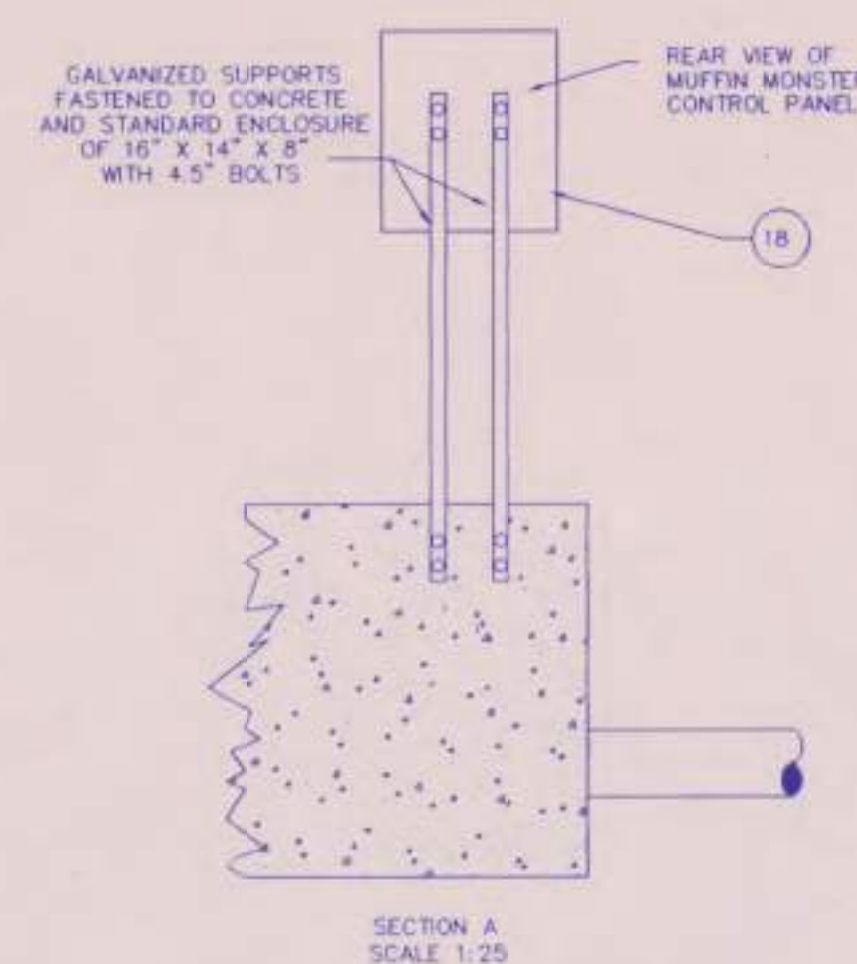
| LUMINAIRE SCHEDULE | | | | | |
|--------------------|--------------|----------------------|------|------|-----------------|
| TYPE | LUMINAIRE | | | LAMP | |
| | MANUFACTURER | CATALOGUE NO. | VOLT | QTY. | SEE NOTE |
| A | CFI | SB248-120H1/SB8G2-48 | 120 | 2 | F32T8/B41 1,2,3 |
| B | CFI | LWB232-120H1 | 120 | 2 | F32T8/B41 1,2 |
| C | STONCO | TLW035NLX | 120 | 1 | 35 HPS CLEAR 1 |
| D | | | | | |
| E | | | | | |

- NOTES
- LUMINAIRES OF EQUAL OR SUPERIOR QUALITY BY OTHER MANUFACTURERS MAY BE SUBSTITUTED WITHOUT APPROVAL OF THE ENGINEER.
 - PROVIDE INSTANT START ELECTRONIC BALLAST(S).
 - CHAIN-SUSPEND APPROXIMATELY 12" BELOW STRUCTURE (CONFIRM ON SITE).

| EQUIPMENT SCHEDULE | | | | | | | |
|--------------------|------------|--------------------------|---------------|------|----|----------|--------------|
| NO. | MECH. REF. | DESCRIPTION | LOAD | VOLT | PH | CCT. NO. | NOTE |
| 1 | - | IRRIGATION PUMP | 25HP | 600 | 3 | SDC | 3P-50 3#8 1 |
| 2 | - | IRRIGATION PUMP (FUTURE) | 50HP | 600 | 3 | SDC | 3P-100 - 2 |
| 3 | - | AIR COMPRESSOR | 7.5HP | 600 | 3 | SDC | 3P-20 3#12 3 |
| 4 | - | DAF PANEL/CIRC PUMP | 10.4A | 600 | 3 | SDC | 3P-30 3#10 5 |
| 5 | - | | | | | | |
| 6 | - | | | | | | |
| 7 | - | UV UNIT | 1800W | 240 | 1 | B9,11 | 2P-30 2#10 |
| 8 | - | UV UNIT | 1800W | 240 | 1 | B9,11 | 2P-30 2#10 |
| 9 | - | UV UNIT (FUTURE) | 1800W | 240 | 1 | B9,11 | 2P-30 2#10 2 |
| 10 | | | | | | | |
| M1 | FC-1 | FAN COIL UNIT | 1/3HP & 8.6KW | 240 | 1 | B2,4 | 2P-60 2#6 |
| M2 | HP-1 | HEAT PUMP | 8.0A | 240 | 1 | B6,8 | 2P-15 2#12 4 |
| M3 | EF-1 | EXHAUST FAN | FHP | 120 | 1 | B7 | 1P-15 2#12 6 |
| M4 | DWH-1 | WATER HEATER | 3.0KW | 240 | 1 | B10,12 | 2P-20 2#12 |
| M5 | | | | | | | |

- NOTES
- MOUNT AND CONNECT VARIABLE FREQUENCY DRIVE.
 - FUTURE UNIT.
 - PROVIDE MAGNETIC STARTER C/W HOA SELECTOR SWITCH AND PILOT LIGHT IN COVER.
 - PROVIDE LIQUID TIGHT FLEXIBLE CONNECTION TO UNIT.
 - PROVIDE CONNECTION TO CONTROL PANEL AND FROM CONTROL PANEL TO SCRAPER (3/4HP), RECYCLE PUMP (7.5HP) AND LEVEL PROBES. REFER TO CONTROL PANEL SHOP DRAWINGS FOR ADDITIONAL INFORMATION.
 - PROVIDE TIMER SWITCH EQUAL TO LEVITON 6260M (10-20-30-60 MINUTE ELECTRONIC), GANGED WITH LIGHT SWITCH.

| SYMBOL LEGEND | | |
|---------------|--|---------------|
| SYMBOL | DESCRIPTION | MOUNTING |
| □ | SURFACE MOUNTED LUMINAIRE | CEILING |
| ■ | RECESSED LUMINAIRE | WALL |
| ■ | RECESSED LUMINAIRE | CEILING |
| ■ | RECESSED LUMINAIRE | WALL |
| ■ | RECESSED WALL WASHER LUMINAIRE | CEILING |
| □ | ROADWAY/AREA LUMINAIRE | POLE |
| □ | LOW LEVEL AREA LUMINAIRE | POST |
| ○ ○ ○ | TRACK LIGHT | AS SHOWN |
| □ | SURFACE MOUNTED FLUORESCENT LUMINAIRE | CEILING |
| □ | RECESSED MOUNTED FLUORESCENT LUMINAIRE | CEILING |
| □ | LUMINAIRE CONNECTED TO EMERGENCY POWER OR NIGHT LIGHT (NL) | CEILING |
| ○ | RECESSED LUMINAIRE UPLIGHT | FLOOR/GROUND |
| □ | FLOODLIGHT | AS SHOWN |
| □ | EXIT LIGHT (SF=SINGLE FACE) | CEILING |
| □ | EXIT LIGHT | WALL |
| ○ | INDICATES LUMINAIRE TYPE 'B' - SEE LUMINAIRE SCHEDULE | |
| ○ | INDICATES REFERENCE NOTE NO. 2 | |
| C2 | INDICATES CIRCUIT NO. 2 FROM PANEL 'C' | |
| WP | INDICATES WEATHERPROOF DEVICE | |
| EX | INDICATES EXPLOSION-PROOF DEVICE | |
| HP | SINGLE POLE TOGGLE SWITCH (3-1 WAY, 4-4 WAY, D=DIMMER) | +48"(1200) |
| HP-P | TOGGLE SW. (P=PILOT LT., P.C.=PULL CHAIN, K=KEY OPERATED) | +48"(1200) |
| HP-OS | OCCUPANCY SENSOR SWITCH (NUMBER INDICATES TYPE - REFER TO SCHEDULE) | +48"(1200) |
| HP-L | LOW VOLTAGE LIGHT SWITCH (LETTER INDICATES CCT CONTROLLED) | +48"(1200) |
| OS | OCCUPANCY SENSOR (NUMBER INDICATES TYPE - REFER TO SCHEDULE) | CEILING/WALL |
| OS/MS | DAYLIGHT SENSOR (NUMBER INDICATES TYPE - REFER TO SCHEDULE) | CEILING/WALL |
| ○ | PHOTOCELL | AS SHOWN |
| ○ | OUTLET/JUNCTION BOX | |
| ○ | SINGLE CONVENIENCE RECEPTACLE | +12"(300) |
| ○ | DUPLEX CONVENIENCE RECEPTACLE | +12"(300) |
| ○ | DUPLEX CONVENIENCE RECEPTACLE - 15/20A | +12"(300) |
| ○ | FOURPLEX CONVENIENCE RECEPTACLE | +12"(300) |
| ○ | DUPLEX CONVENIENCE RECEPTACLE PEDESTAL MOUNTED | FLOOR |
| ○ | DUPLEX CONVENIENCE RECEPTACLE FLUSH MOUNTED | FLOOR |
| ○ | DUPLEX CONVENIENCE RECEPTACLE SPLIT WIRE | ABOVE COUNTER |
| ○ | DUPLEX CONVENIENCE RECEPTACLE ISOLATED GROUND (I.G.) | +12"(300) |
| ○ | DUPLEX CONVENIENCE RECEPTACLE SWITCH ONE SIDE | +12"(300) |
| ○ | DUPLEX CONVENIENCE RECEPTACLE G.F.I. | |
| ○ | DUPLEX CONVENIENCE RECEPTACLE G.F.I. - 15/20A | ABOVE COUNTER |
| ○ | TWISTLOCK RECEPTACLE-RATING TO MATCH PROTECTIVE DEVICE | +12"(300) |
| ○ | SINGLE RECEPTACLE 208/240V-1Ø (AMPERAGE AS NOTED) | +12"(300) |
| ○ | SINGLE RECEPTACLE 208/240V-3Ø (AMPERAGE AS NOTED) | +12"(300) |
| ○ | CABLE TELEVISION OUTLET | +12"(300) |
| ○ | TELEPHONE OUTLET, W=WALL (+42"), P=PAYPHONE (+42") | +12"(300) |
| ○ | DATA OUTLET | +12"(300) |
| ○ | COMBINATION TELEPHONE/CABLE/DATA OUTLET | +12"(300) |
| ○ | DATA OUTLET FLUSH MOUNTED | FLOOR |
| ○ | PUSHBUTTON | AS NOTED |
| ○ | BUZZER | DN.12"(300) |
| ○ | CLOCK - 'D' DENOTES DOUBLE FACE | DN.12"(300) |
| ○ | EMERGENCY LIGHTING BATTERY UNIT - WITH OR WITHOUT HEADS | DN.18"(450) |
| ○ | COMBINATION EXIT SIGN / EMERGENCY LIGHTING FLOOD LIGHTS | WALL |
| ○ | EMERGENCY LIGHTING FLOOD LIGHT - SINGLE OR DOUBLE | AS SHOWN |
| ○ | RECESSED EMERGENCY LIGHT | AS SHOWN |
| ○ | UNFUSED DISCONNECT SWITCH | AS SHOWN |
| ○ | FUSED DISCONNECT SWITCH | AS SHOWN |
| ○ | MAGNETIC MOTOR STARTER | +60"(1500) |
| ○ | COMBINATION DISCONNECT/MAGNETIC MOTOR STARTER | +60"(1500) |
| ○ | MANUAL MOTOR STARTER | AS SHOWN |
| ○ | ELECTRIC MOTOR CONNECTION | |
| ○ | FIXED WIRE EQUIPMENT CONNECTION | +60"(1500) |
| ○ | THERMOSTAT | |
| ○ | ELECTRIC BASEBOARD HEATER UNLESS NOTED AS FOLLOWS: FF = FORCE FLOW, LH = UNIT HEATER, CH = CONVECTION HEATER KS = KICKSPACE HEATER, PD = PATIO DOOR HEATER (B.I. INDICATES BUILT-IN THERMOSTAT) | |
| ○ | ELECTRICAL DISTRIBUTION PANELBOARD | SURFACE |
| ○ | ELECTRICAL DISTRIBUTION PANELBOARD | FLUSH |
| ○ | SPEAKER | CEILING |
| ○ | SPEAKER | WALL |
| ○ | MICROPHONE OUTLET | +12"(300) |
| ○ | INTERCOM COMMUNICATION HANDSET | +60"(1500) |
| ○ | AUTOMATIC HEAT DETECTOR 135° R.O.R. | CEILING |
| ○ | AUTOMATIC HEAT DETECTOR 190° FIXED TEMP. | CEILING |
| ○ | SMOKE DETECTOR (D DENOTES DUCT DETECTOR) | CEILING |
| ○ | SNOKE ALARM | CEILING |
| ○ | FIRE ALARM PULL STATION | +54"(1370) |
| ○ | FIRE ALARM BELL OR HORN & PULL STATION | |
| ○ | FIRE ALARM BELL OR HORN | DN.12"(300) |
| ○ | COMBINATION FIRE ALARM BELL/STROBE OR HORN/STROBE | DN.12"(300) |
| ○ | FIRE ALARM BUZZER | DN.12"(300) |
| ○ | FIRE ALARM SPEAKER | CEILING |
| ○ | COMBINATION FIRE ALARM SPEAKER/STROBE LIGHT | CEILING |
| ○ | MAGNETIC DOOR HOLDER | FLOOR/WALL |
| ○ | FLOW SWITCH | |
| ○ | PRESSURE SWITCH | |
| ○ | TAMPER SWITCH | |
| ○ | PAC POLE WITH DEVICES AS NOTED | |
| ○ | MULTI SERVICE RECESSED FLOOR BOX WITH DEVICES AS NOTED | FLOOR |
| ○ | FIXED WIRE CONNECTION TO PRE-WIRED FURNITURE SCREENS | |
| ○ | INTRUDER ALARM MAGNETIC DOOR SWITCH | |
| ○ | INTRUDER ALARM PASSIVE INFRARED DETECTOR | WALL |
| ○ | INTRUDER ALARM PASSIVE INFRARED DETECTOR | CEILING |
| ○ | SECURITY CAMERA | |
| ○ | INTRUDER ALARM KEYPAD | |
| ○ | INDICATES EXISTING TO REMAIN | |
| ○ | INDICATES EXISTING TO BE REMOVED | |
| ○ | REPLACE EXISTING IN SAME LOCATION | |
| ○ | NIGHT LIGHT (ON CONTINUOUSLY) | |



1. ALL ELECTRICAL AND INSTRUMENTATION WORK SHALL BE DONE IN ACCORDANCE WITH THE CANADIAN ELECTRICAL CODE AS AMENDED AND ADOPTED BY THE PROVINCE OF BRITISH COLUMBIA.
2. MCC SHALL BE GROUNDED ACCORDING TO CODE. A MINIMUM OF 2 - 10 FEET COPPER GROUND RODS SHALL BE USED.
3. WIRING NUMBERING STRATEGY
 - SINGLE CONDUCTOR OR MULTI CONDUCTOR NON-COLOR CODED CABLES. EACH END OF THE WIRE IS TO BE LABELED WITH THE SOURCE AND DESTINATION OF THE WIRE (SAME # ON BOTH ENDS OF THE WIRE)
 - ALL ANALOG LOOPS ARE TO BE WIRED WITH ONE PAIR SHIELDED INSTRUMENT CABLE AND TAG WITH THE LOOP NUMBER ON BOTH ENDS.

- 1) FLOURESCENT LIGHTS (TYPICAL OF 6), YORK LITHONIA CAT# SWPA248H0
- 2) LIGHT SWITCHES (TYPICAL OF 4) HUBBEL CAT #1201 (3 WAY)
- 3) VENT FAN THERMOSTAT, JOHNSON CONTROLS CAT#T22JAA-1
- 4) WALL MOUNTED VENT FAN, GREENHECK CAT# SDE-20-32-C, 1/4 Hp. @ 1140 rpm.
C/W WITH WEATHERHOOD AND SCREEN.
- 5) WALL LOUVRES, AEROLITE CAT# AC505 37mm FLANGE MOUNT, 0.40m2
- 6) RECEPTACLES (TYPICAL OF 3) HUBBEL CAT# 5252
- 7) VANDAL RESISTANT OUTSIDE LIGHT (TYPICAL OF 2) C/W PHOTOCELL,
YORK LITHONIA CAT# VR2355-PE
- 8) GROUNDING RODS (TYPICAL OF 2) 3M X 19mm.
- 9) MOTOR CONTROL CENTRE AS PER DRAWING E3 APPROVED MOTOR CONTROL EQUIPMENT SHALL BE
ALLEN-BRADLEY, WESTINGHOUSE, SQUARE D, CUTLER-HAMMER, KLOCKNER-MOELLER OR SIEMENS
- 10) 15 HP BLOWER MOTORS TO REPLACE EXISTING (TYP FOR TWO) MOTORS TO BE
15HP, NEMA DESIGN B, 575 VOLT.
- 11) AUTODIALER CONTROL PANEL
 - 1) BARNETT ENGINEERING PROTALK AUTODIALER MODEL # B1270 C/W STANDBY POWER
OPTION 004 AS AVAILABLE FROM BARNETT ENGINEERING PHONE 403-255-9544
 - 2) NEMA 1 HAMMOND ENCLOSURE MODEL # 1420 F7
 - 3) WEIDMULLER SAK 4 TERMINAL BLOCKS C/W RAIL ASSEMBLY
(TYPICAL OF 30). GROUND STRIP TERMINAL BLOCKS TO BE
INTERCONNECTED BY JUMPERS
 - 4) 2" PANDUIT WIREWAY (TOTAL LENGTH 24")
 - 5) MOMENTARY PUSHBUTTON, CUTLER HAMMER MODEL # E22M3
C/W WITH LEGEND PLATE "ACKNOWLEDGE", CONTACT BLOCK
AND MOUNTING ADAPTER.
 - 6) TELEPHONE
 - 7) ACR MODEL XT-107 COMPLETE WITH STICK ON TREND
SOFTWARE AND CABLE AS AVAILABLE FROM YOUNG
ENVIRONMENTAL SYSTEMS PHONE 276-9923
- 12) FLOW METER, FISCHER & PORTER COPA-X DC MICRO MAGNETIC FLOWMETER
CAT# 10D146SP
- 13) MICROPROCESSOR SIGNAL CONVERTOR CAT #50XM1000 c/w 320 ft OF CABLE
- 14) WEATHERPROOF DUPLEX RECEPTACLE (MOUNTED ON TOP OF MAGNETIC FLOWMETER MANHOLE).
- 15) SERVICE ENTRANCE MAST & WEATHER HEAD
- 16) TELEPHONE SERVICE MAST
- 17) ACE POWER PEDESTAL MODEL AP-3 (600mm HIGH) (MOUNTED BESIDE MAGMETER MANHOLE)
- 18) MUFFIN MONSTER GRINDER MODEL 3002-0018 COMPLETE WITH MODEL PC 2220 CONTROLLER
WITH 80 WATT HEATER AND ROTARY DISCONNECT.

DOOR TO BE 8' HIGH TO ALLOW
INSTALLATION OF MCC

11443

3886

16

15

4

7

1

2

3

CCT #3

NEW BLOWER
15 HP

MAGMETER ELECTRONICS

MCC

NEW BLOWER
15 HP

CCT #4

8

9

11

13

6

TELEPHONE
DEMARCATON
BLOCK

ADDITION

REPLACE EXISTING BLOWER MOTORS

CCT #5

EXISTING
BLOWERS
216CFM/15HP

SNUBBER

3886

5

FILL IN HOLES FROM
EXISTING LOUVRES

2

7

EXISTING BUILDING

PLAN VIEW
MECHANICAL BUILDING
SCALE 1:50



GUIDO AND ASSOCIATES
CONSULTING ENGINEERS

OYAMA B.C.

PHONE: (604) 546-4151
FAX: (604) 546-4152

| | | | |
|-----|---------|------------------------------|-------|
| 9. | | | |
| 8. | | | |
| 7. | | | |
| 6. | | | |
| 5. | | | |
| 4. | | | |
| 3. | | | |
| 2. | | | |
| 1. | NOV '95 | MECHANICAL BUILDING MODIFIER | R.S. |
| NO. | DATE | DESCRIPTION | BY AP |

REVISIONS

| | |
|--|---------------|
| | DES. |
| | DMN. J.S. |
| | DATE MAY, 199 |
| | CHL. |

P. ENG. _____ DATE _____

SCALE AS SHOWN

URBANSYSTEMS

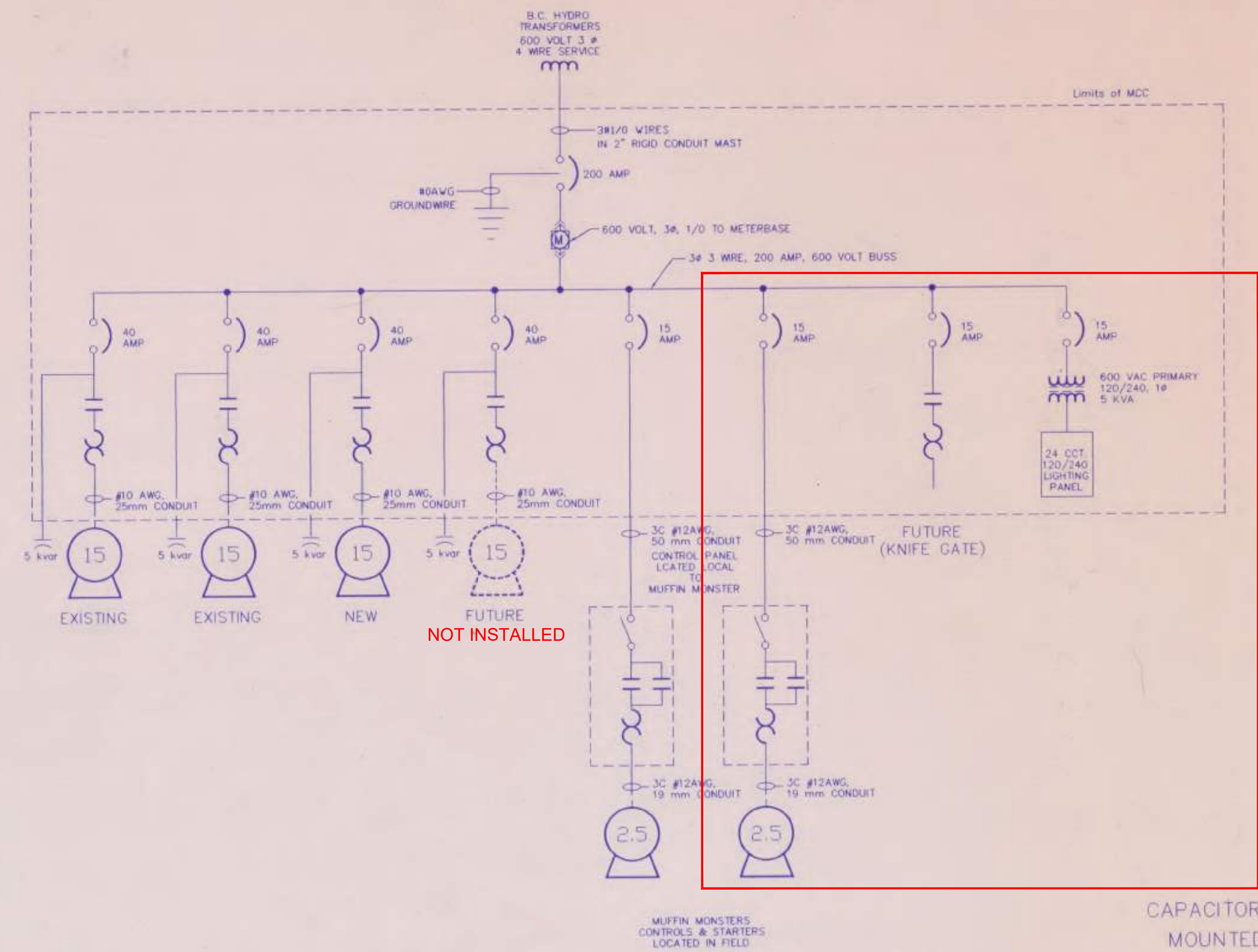
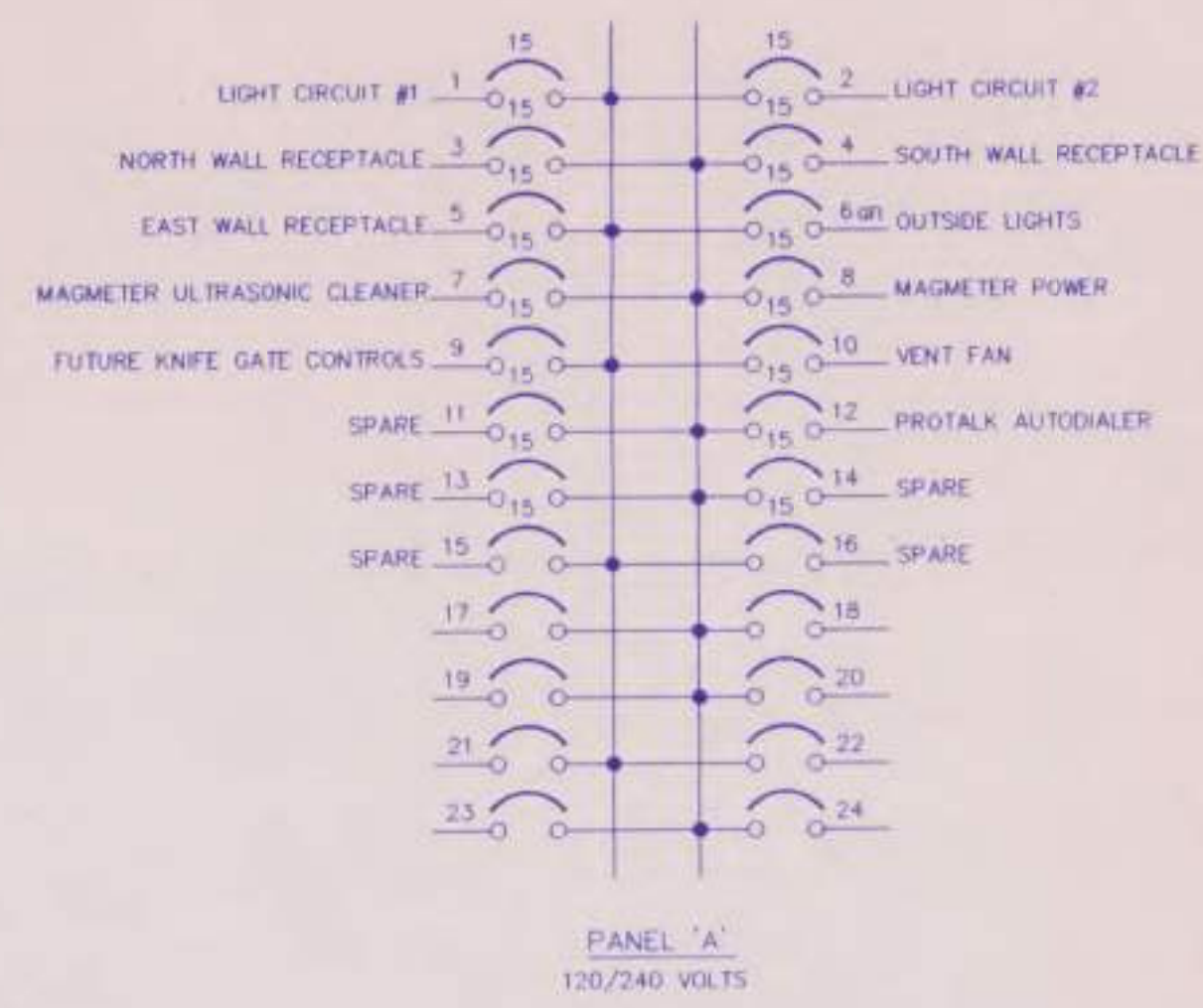


SEWAGE TREATMENT PLANT UPGRADE

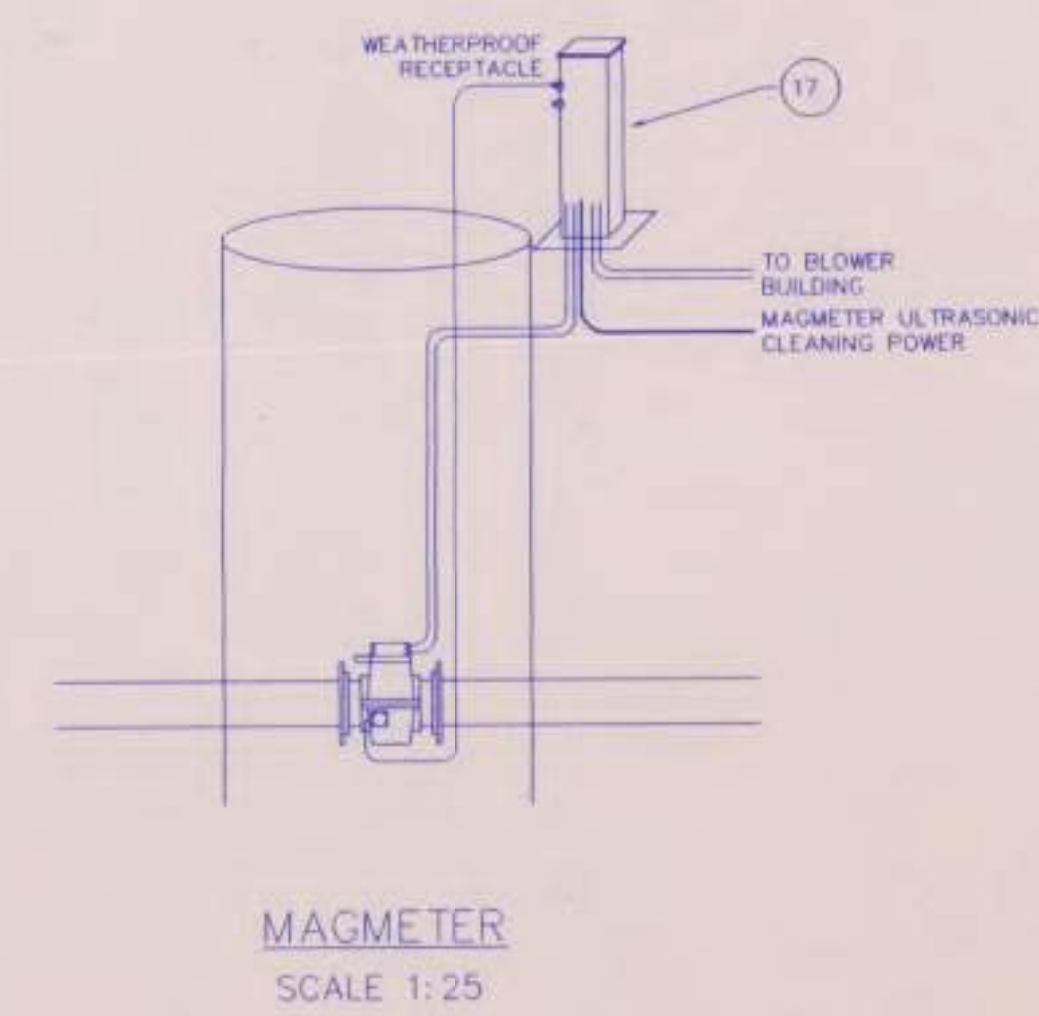
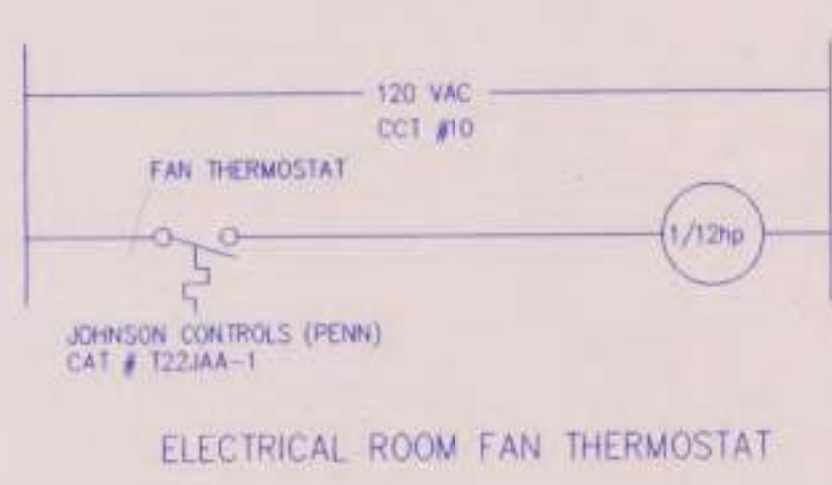
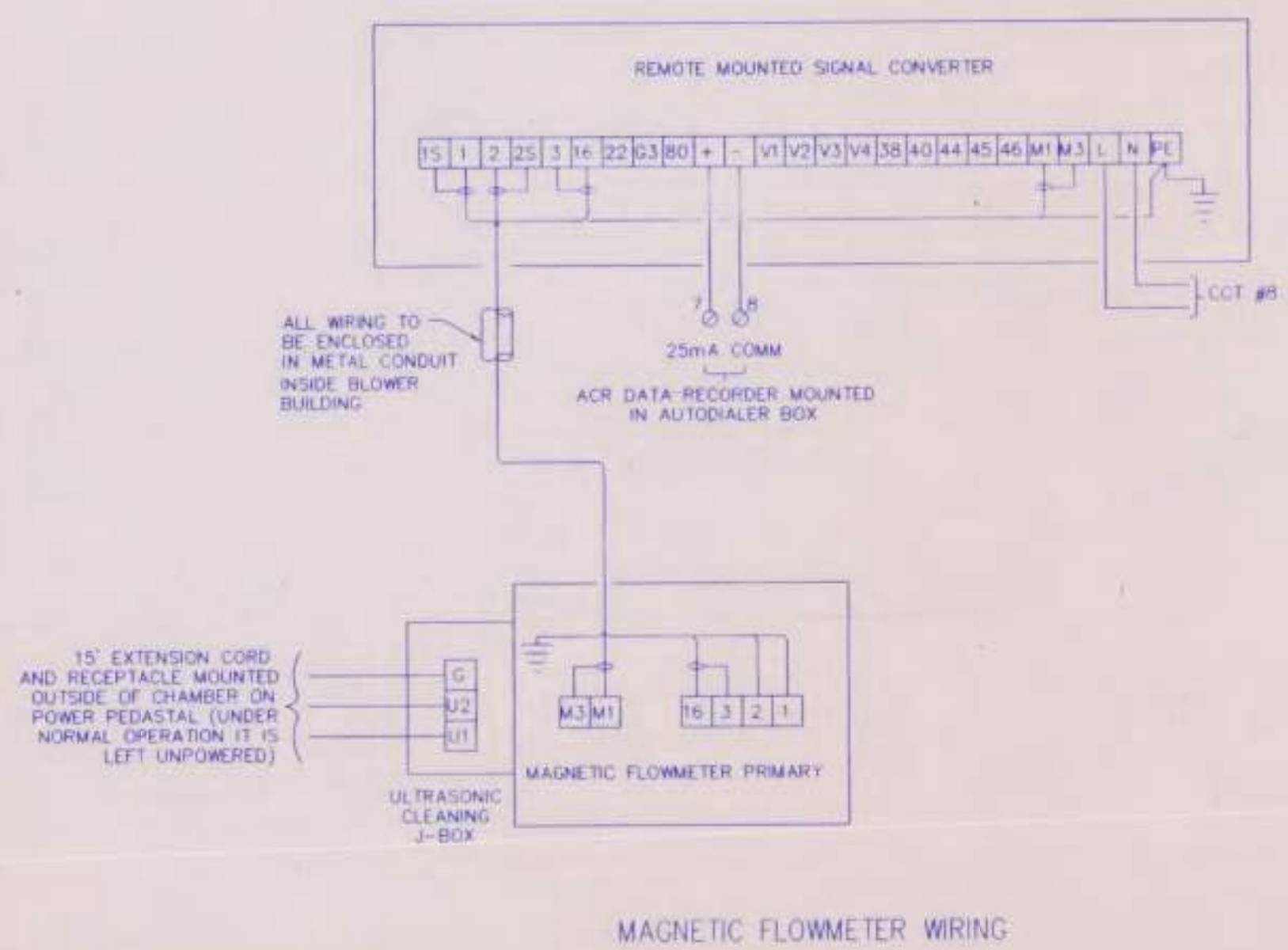
BLOWER BUILDING
ELECTRICAL LAYOUT

| | | | |
|-------------|--------------|----|---|
| PROJECT NO. | 109311 02 D1 | | |
| SHEET | 2 | OF | 5 |
| DWG. # | E2 | | 4 |

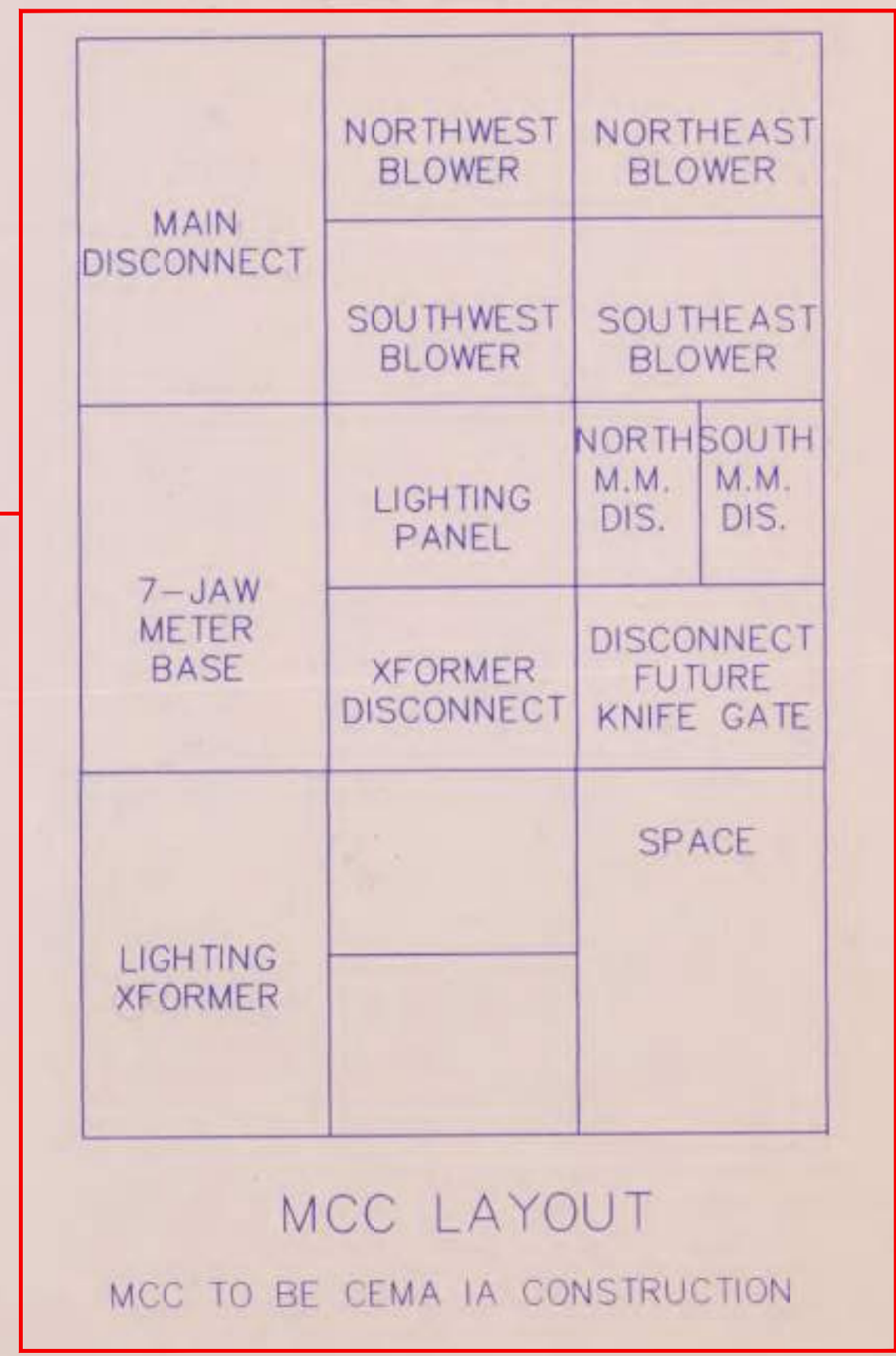
| ISSUES | | | | |
|---|------------------|-------------|-----------|-------|
| NO. | DESCRIPTION | DATE | | |
| 1 | FOR APPROVAL | 05/27/94 | | |
| 2 | FOR TENDER | NOV. 94 | | |
| 3 | FOR CONSTRUCTION | FEB 17/95 | | |
| 4 | AS CONSTRUCTED | APR. 96 | | |
| 5 | PRELIMINARY | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| NOTES: | | | | |
| <div><div></div><div><div>GUIDO AND ASSOCIATES</div><div>CONSULTING ENGINEERS</div><div>OYAMA B.C.</div><div>PHONE: (604) 548-4151</div><div>FAX: (604) 548-4152</div></div></div> | | | | |
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| NO. | DATE | DESCRIPTION | BY | APP'D |
| REVISIONS | | | | |
| | | DES. | | |
| | | DWN. | J.S. | |
| | | DATE | MAY, 1994 | |
| | | CHK. | | |
| SCALE | | | | |
| AS SHOWN | | | | |
| <div><div>URBANSYSTEMS</div><div></div></div> | | | | |
| SEWAGE TREATMENT PLANT UPGRADE | | | | |
| SINGLE LINE & MCC LAYOUT | | | | |
| PROJECT NO. 109311 02 01 | | | | |
| SHEET 3 OF 5 | | | | |
| DWG # E3 | | | | |
| 4 | | | | |



EQUIPMENT
NOT INSTALLED



SEE FALCON ENGINEERING
VON-05 SHEET E-2 OF 3 MAY 2011



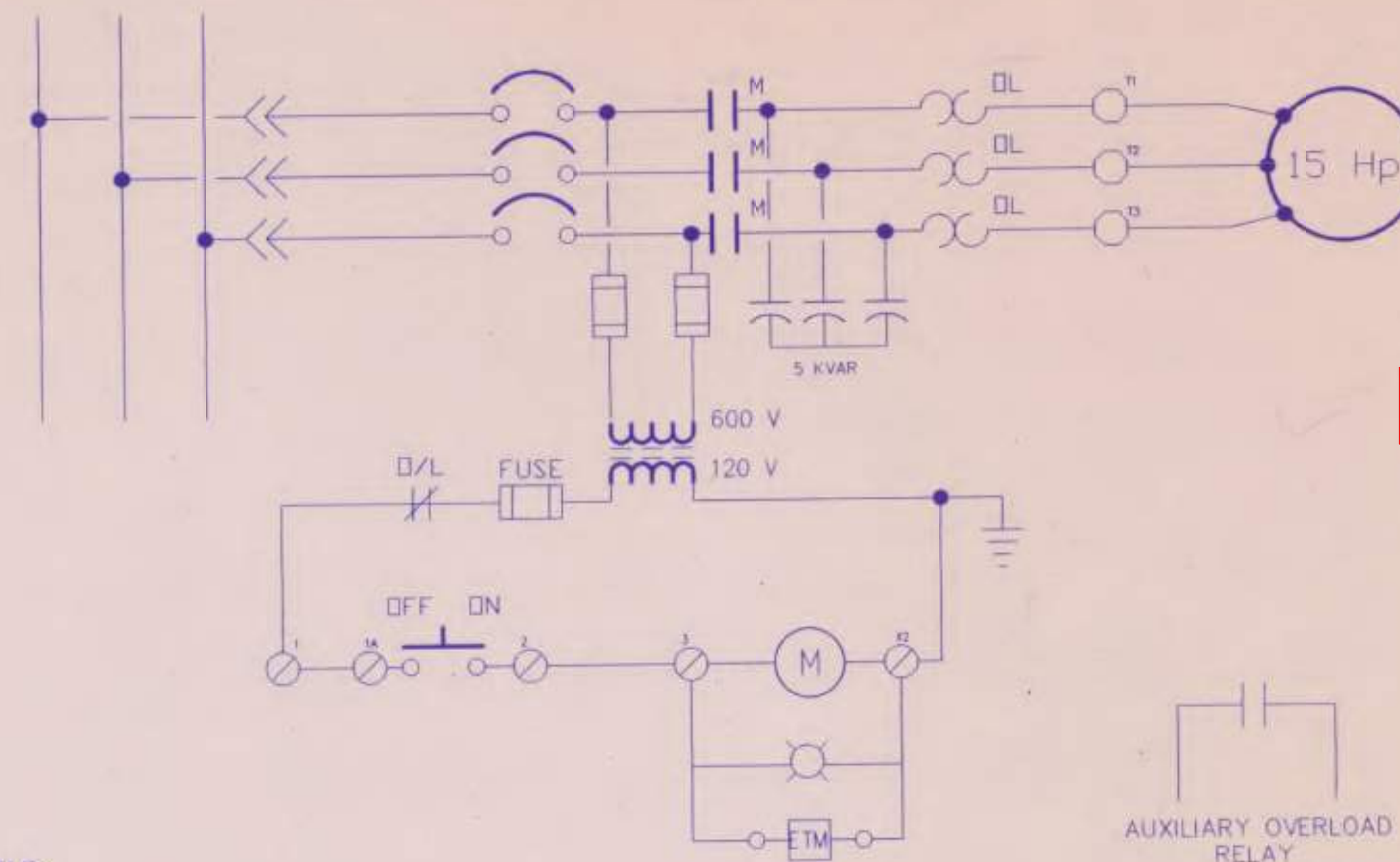
ELECTRICAL SCHEMATIC LEGEND

| | |
|--------|------------------------------------|
| NO | NORMALLY OPEN CONTACT |
| NC | NORMALLY CLOSED CONTACT |
| START | PUSHBUTTON, MOMENTARY CONTACT N.O. |
| STOP | PUSHBUTTON, MOMENTARY CONTACT N.C. |
| | POSITION SWITCH |
| | LEVEL SWITCH |
| | TEMPERATURE SWITCH |
| (R) | RELAY COIL |
| FUSE | FUSE |
| (R) | INDICATING LIGHT RED LENS |
| (TM) | ELAPSED TIME METER |
| (SC) | START COUNTER |
| | CURRENT TRANSFORMER |
| | POTENTIAL TRANSFORMER |
| | GROUND |
| OFF ON | TWO POSITION SELECTOR SWITCH |
| H O A | THREE POSITION SELECTOR SWITCH |

BLOCK LEGEND

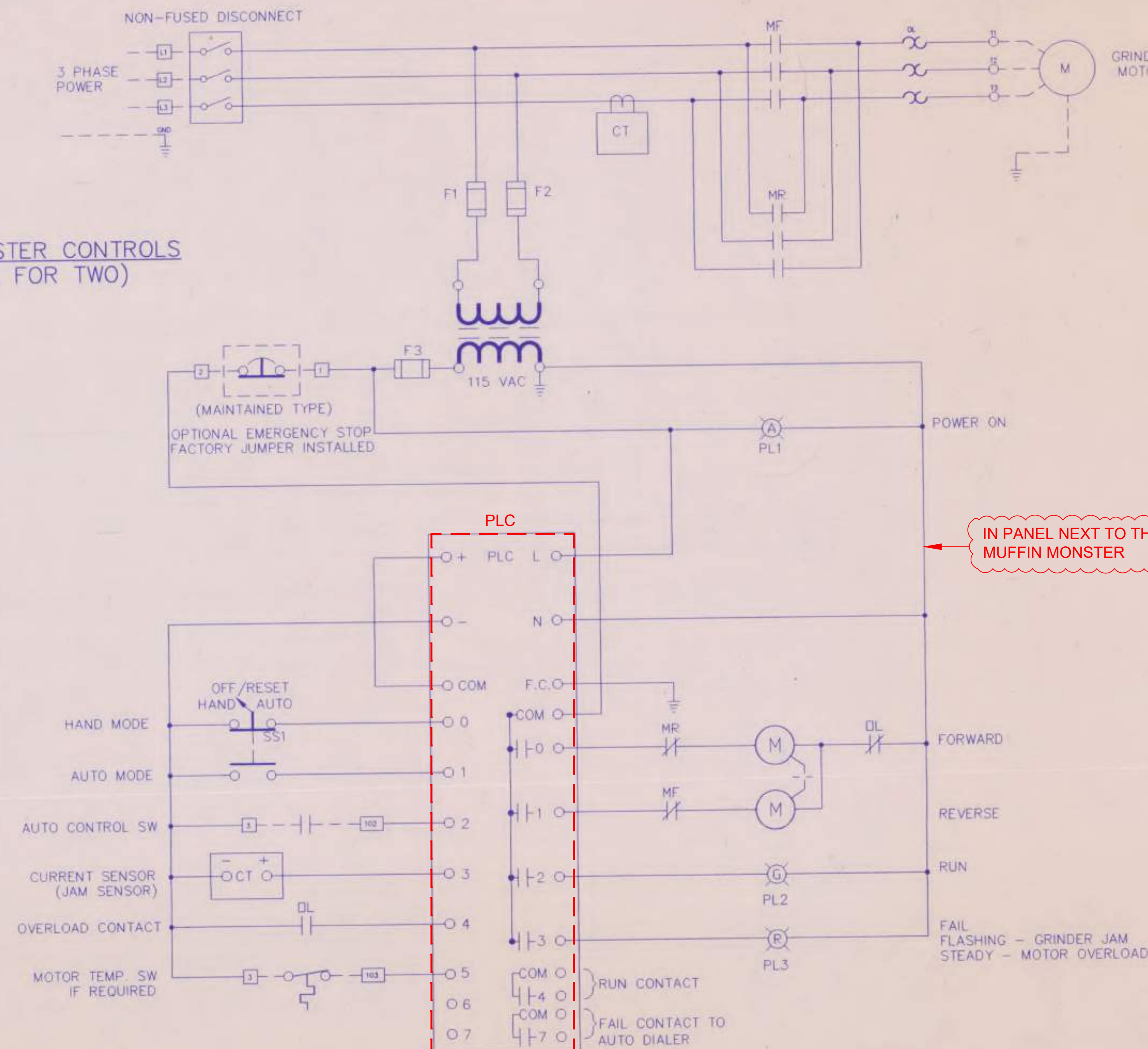
| | |
|------|----------------------------|
| ● | STOP |
| ○ | START |
| ⊗ | STOP-START |
| ⊙ | LIGHT |
| ○ | SELECTOR SWITCH |
| ○ | CONTROL PANEL TERMINAL |
| ○ | DEVICE TERMINAL |
| ⊗ | MCC TERMINAL |
| □ | PLC I/O TERMINAL |
| ⊗ | TERMINAL AT PANEL 1 (P1) |
| (SC) | START COUNTER |
| (TM) | ELAPSED RUNNING TIME METER |
| (AS) | AMMETER SWITCH |
| (VS) | VOLTMETER SWITCH |
| (A) | AMMETER OR LOAD METER |
| (V) | VOLTMETER |
| (F) | FIELD LOCATION |
| (M) | MOTOR STARTER |

BLOWER MOTOR SCHEMATIC
(TYPICAL FOR FOUR)
(ONE BLOWER FUTURE)



NO PLC EXISTING BLOWER
MOTOR WIRING ONLY

MUFFIN MONSTER CONTROLS
(TYPICAL FOR TWO)



DESIGN BUILD - TENDER ISSUE
- AUGUST 2025

| ISSUES | | |
|--------|------------------|-----------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
| 3 | FOR CONSTRUCTION | FEB 17/95 |
| 4 | AS CONSTRUCTED | APR. 96 |
| 5 | PRELIMINARY | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

NOTES:

GUIDO AND ASSOCIATES
CONSULTING ENGINEERS
OYAMA, B.C.
PHONE: (604) 548-4151
FAX: (604) 548-4152

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| DATE | DESCRIPTION | BY | APPROVED |
|------|-------------|----|----------|
| | | | |

| SCALE | AS SHOWN |
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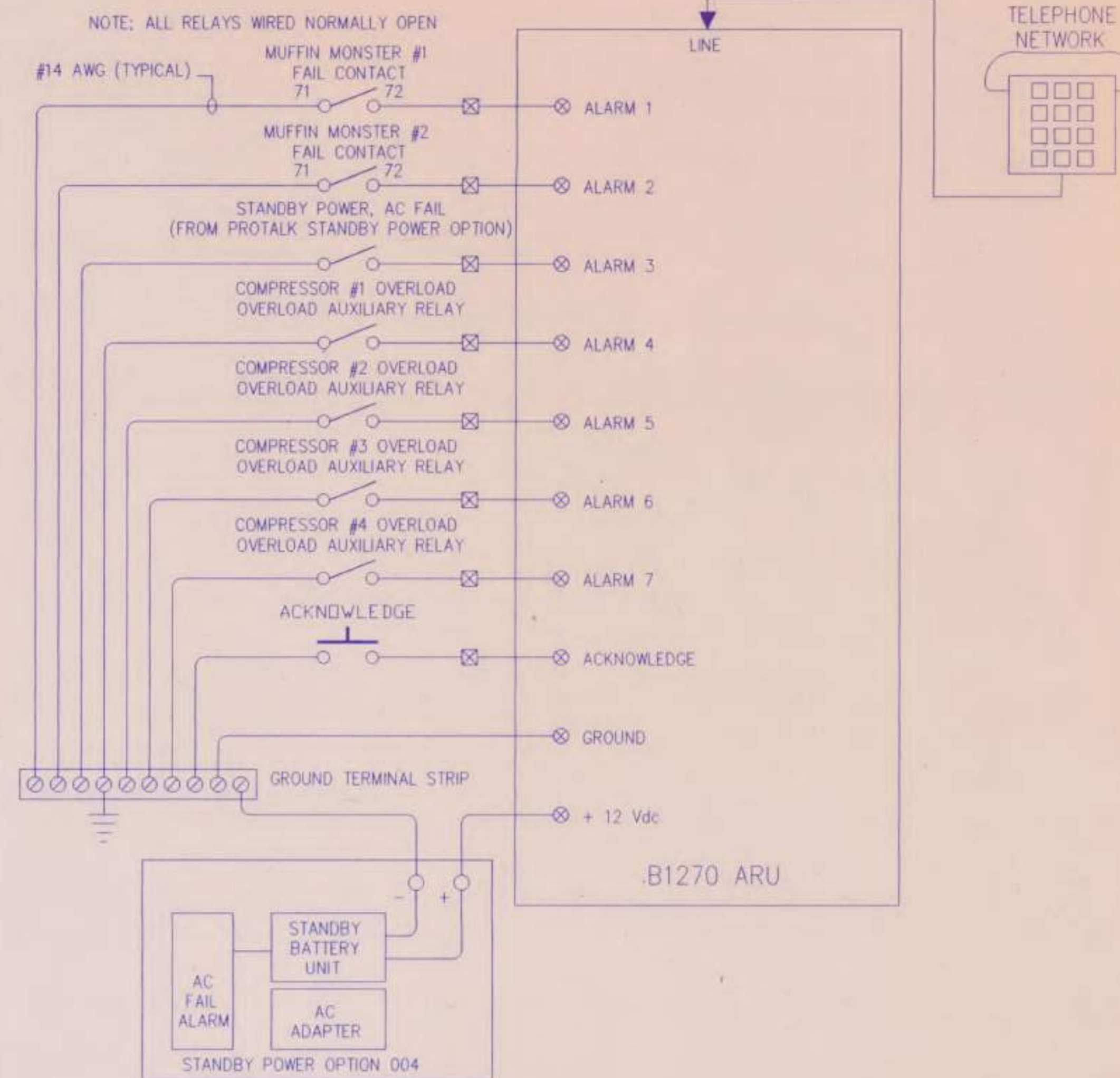
SEWAGE
TREATMENT PLANT
UPGRADE
BLOWER SCHEMATICS
AND
MUFFIN MONSTER
CONTROLS

| | |
|-------------|--------------|
| PROJECT No. | 109311.02.D1 |
| SHEET | 4 OF 5 |
| DWG # | E4 |
| | 4 |

CABLE SCHEDULE FOR AUTODIALER

| CABLE NO. | NO. CONDUCT | CONDUCTOR SIZE | FROM | TO |
|-----------|-------------|----------------|----------------------------|---|
| C20 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #1 STARTER AUXILIARY OVERLOAD RELAY |
| C21 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #2 STARTER AUXILIARY OVERLOAD RELAY |
| C22 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #3 STARTER AUXILIARY OVERLOAD RELAY |
| C23 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #4 STARTER AUXILIARY OVERLOAD RELAY |
| C1 | 3 | #10 | NORTHEAST BLOWER | NORTHEAST BLOWER MCC STARTER |
| C2 | 3 | #10 | SOUTHEAST BLOWER | SOUTHEAST BLOWER MCC STARTER |
| C3 | 3 | #10 | NORTHWEST BLOWER | NORTHWEST BLOWER MCC STARTER |
| C4 | 3 | #10 | SOUTHWEST BLOWER | SOUTHWEST BLOWER MCC STARTER |
| C5 | 3 | #12 | MUFFIN MONSTER MCC STARTER | #1 MUFFIN MONSTER CONTROL PANEL |
| C6 | 3 | #12 | MUFFIN MONSTER MCC STARTER | #2 MUFFIN MONSTER CONTROL PANEL |
| C7 | 2 | #14 | LIGHTING PANEL | LIGHT CIRCUIT #1 |
| C8 | 2 | #14 | LIGHTING PANEL | LIGHT CIRCUIT #2 |
| C9 | 2 | #14 | LIGHTING PANEL | NORTH WALL RECEPTACLE |
| C10 | 2 | #14 | LIGHTING PANEL | SOUTH WALL RECEPTACLE |
| C11 | 2 | #14 | LIGHTING PANEL | EAST WALL RECEPTACLE |
| C12 | 2 | #14 | LIGHTING PANEL | OUTSIDE LIGHTS |
| C13 | 2 | #14 | LIGHTING PANEL | WEATHERPROOF RECEPTACLE MAGMETER MANHOLE |
| C14 | 2 | #14 | LIGHTING PANEL | VENT FAN |
| C15 | 2 | #14 | MAGMETER SIGNAL CONVERTER | PROTALK AUTODIALER CONTROL PANEL |
| C16 | 2 C+SHLD | #16 | MAGTUBE | MAGMETER SIGNAL CONVERTER (BLOWER BUILDING) |
| C17 | 2 C+SHLD | #16 | AUTODIALER PANEL | MAGMETER SIGNAL CONVERTER (BLOWER BUILDING) |
| C18 | 12 | #14 | AUTODIALER PANEL | SOUTH MUFFIN MONSTER CONTROL PANEL |
| C19 | 6 | #14 | SOUTH M.M. CONTROL PANEL | NORTH MUFFIN MONSTER CONTROL PANEL |

COMMON CONDUIT

SUPPLIED WITH
MAGMETER

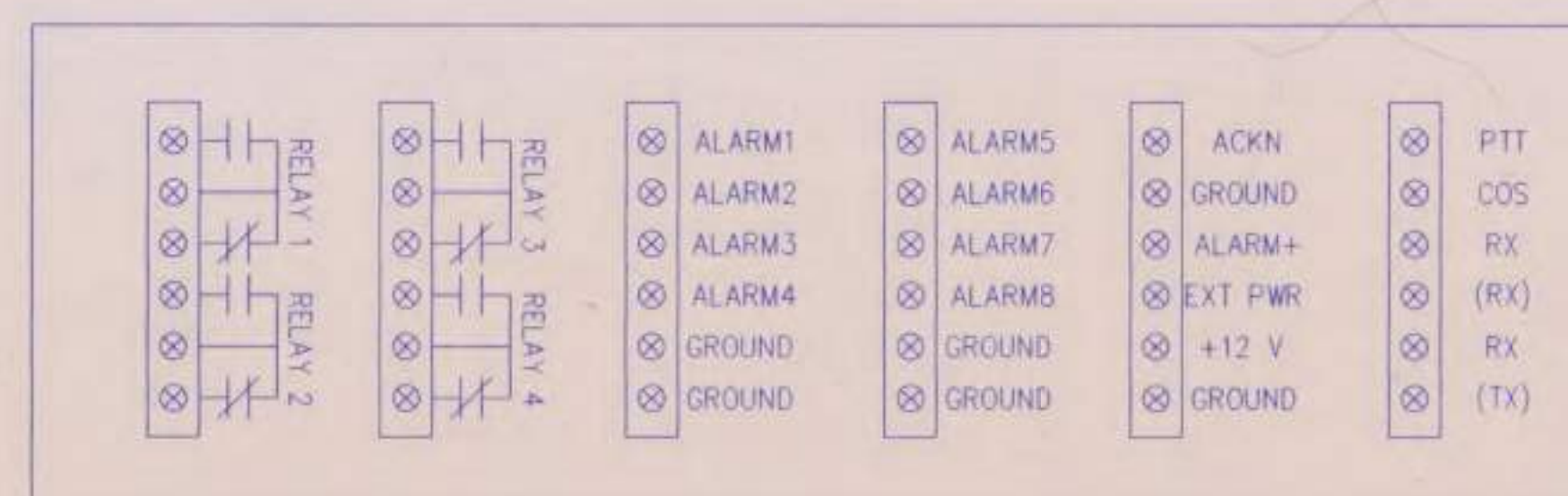
PROTALK AUTODIALER WIRING



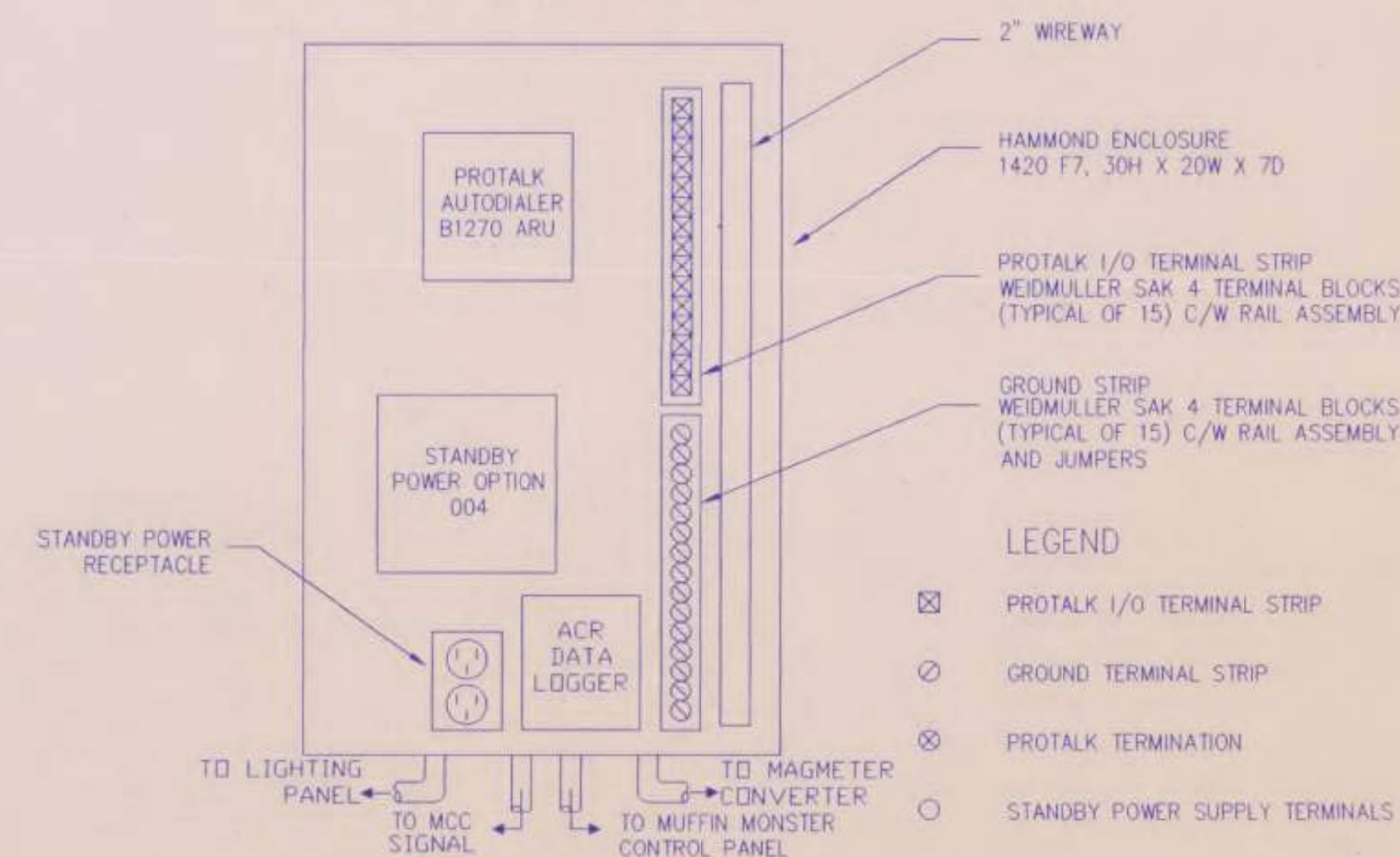
PROTALK STANDBY POWER OPTION RECEPTACLE

NOTES:

- 1) ACKNOWLEDGE PUSHBUTTON TO BE MOUNTED ON FRONT DOOR OF AUTODIALER PANEL.



PROTALK AUTODIALER REAR VIEW



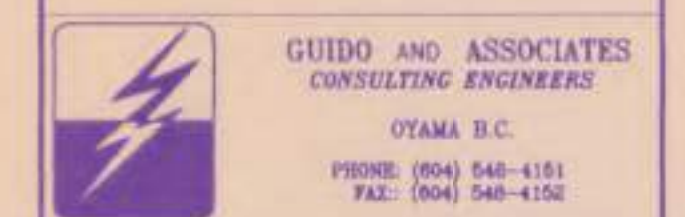
PROTALK AUTODIALER PANEL LAYOUT

DESIGN BUILD - TENDER ISSUE
- AUGUST 2025

ISSUES

| NO. | DESCRIPTION | DATE |
|-----|------------------|-----------|
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
| 3 | FOR CONSTRUCTION | FEB 17/95 |
| 4 | AS CONSTRUCTED | APR. 96 |
| 5 | PRELIMINARY | |
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NOTES:



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| DATE | DESCRIPTION | BY | APP'D |
|------|-------------|----|-------|
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REVISIONS

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| DES. | J.B. |
| DATE | MAY, 1994 |
| CHK. | |

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| SCALE | AS SHOWN |
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| PROJECT NO. | 109311 02 01 |
|-------------|--------------|

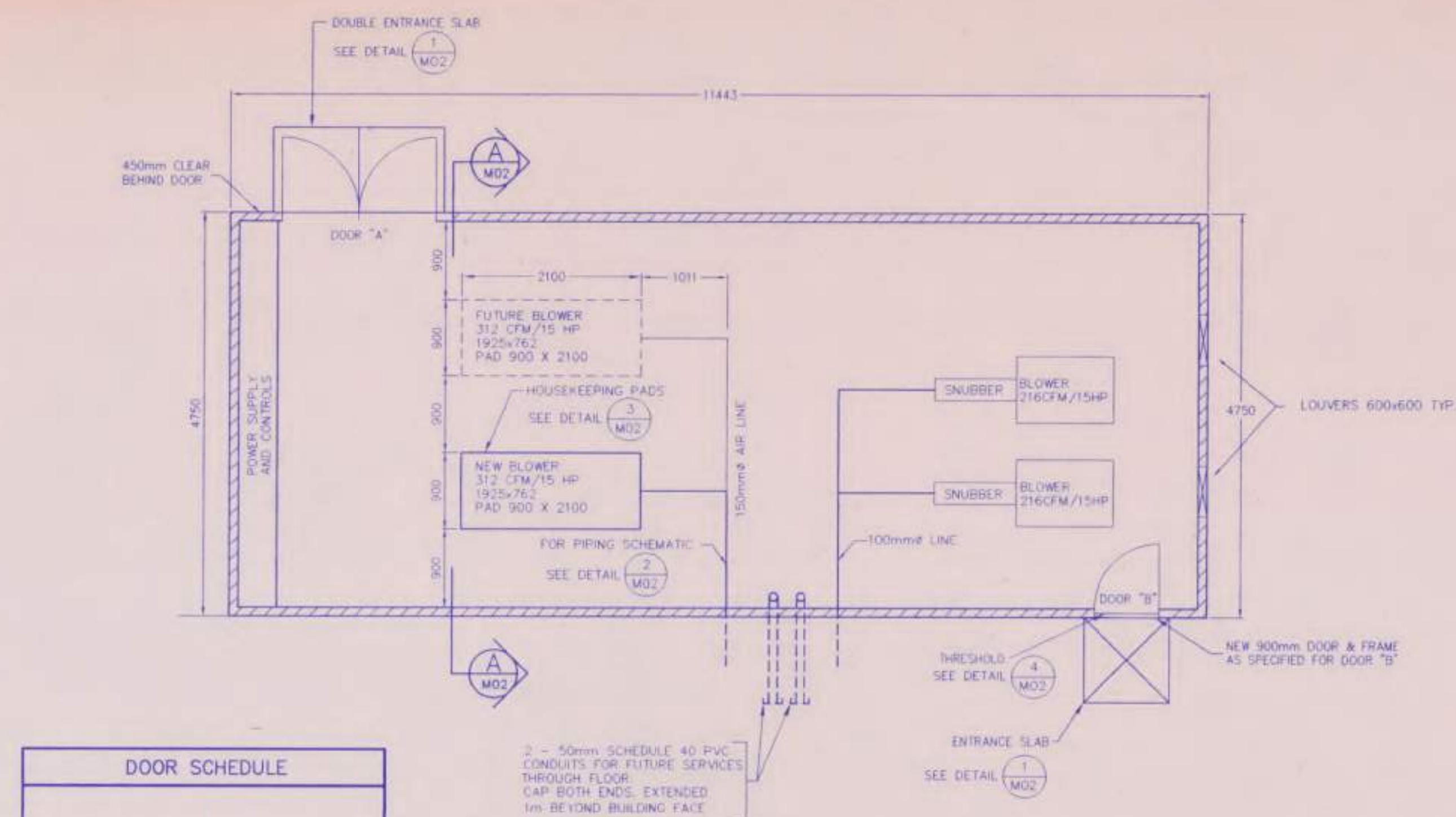
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| SHEET | 5 | OF | 5 |
|-------|---|----|---|

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| DWG. # | E5 | | 4 |
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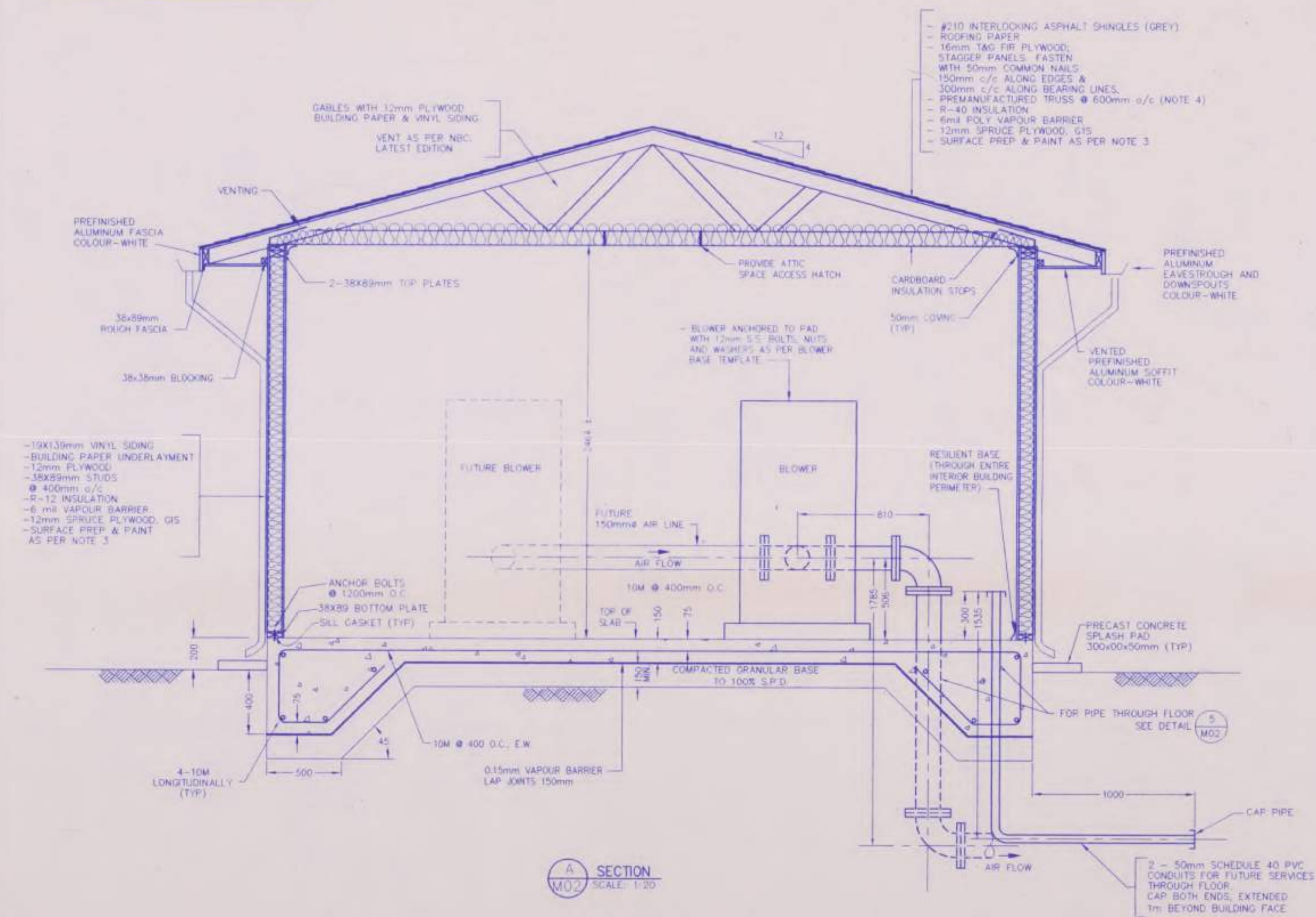
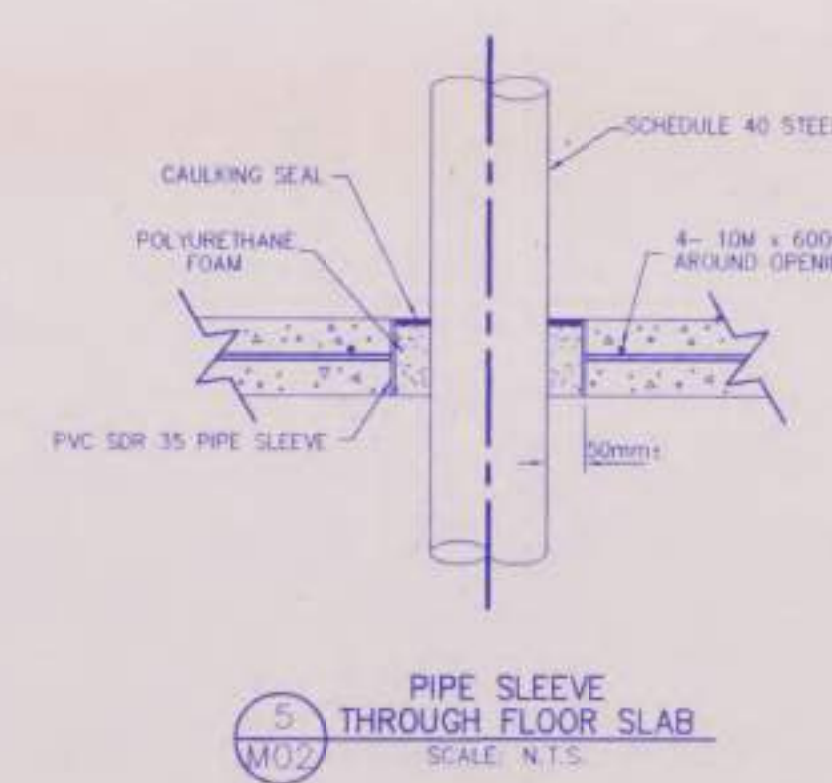
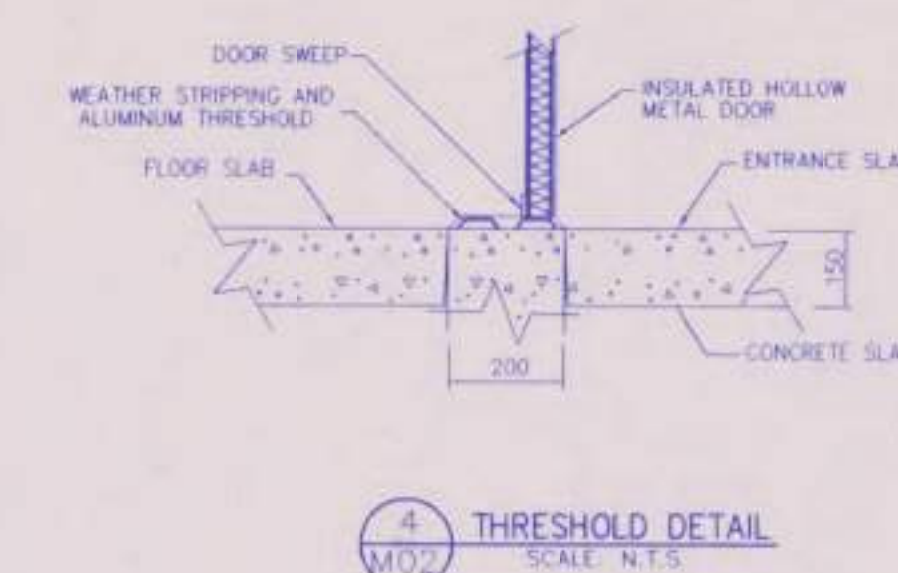
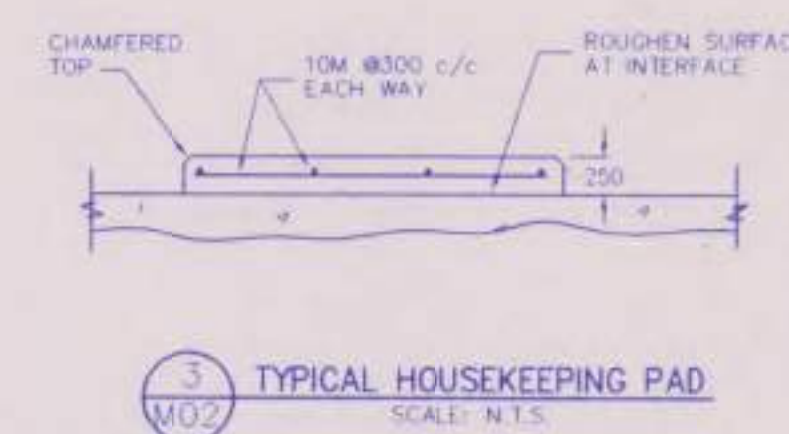
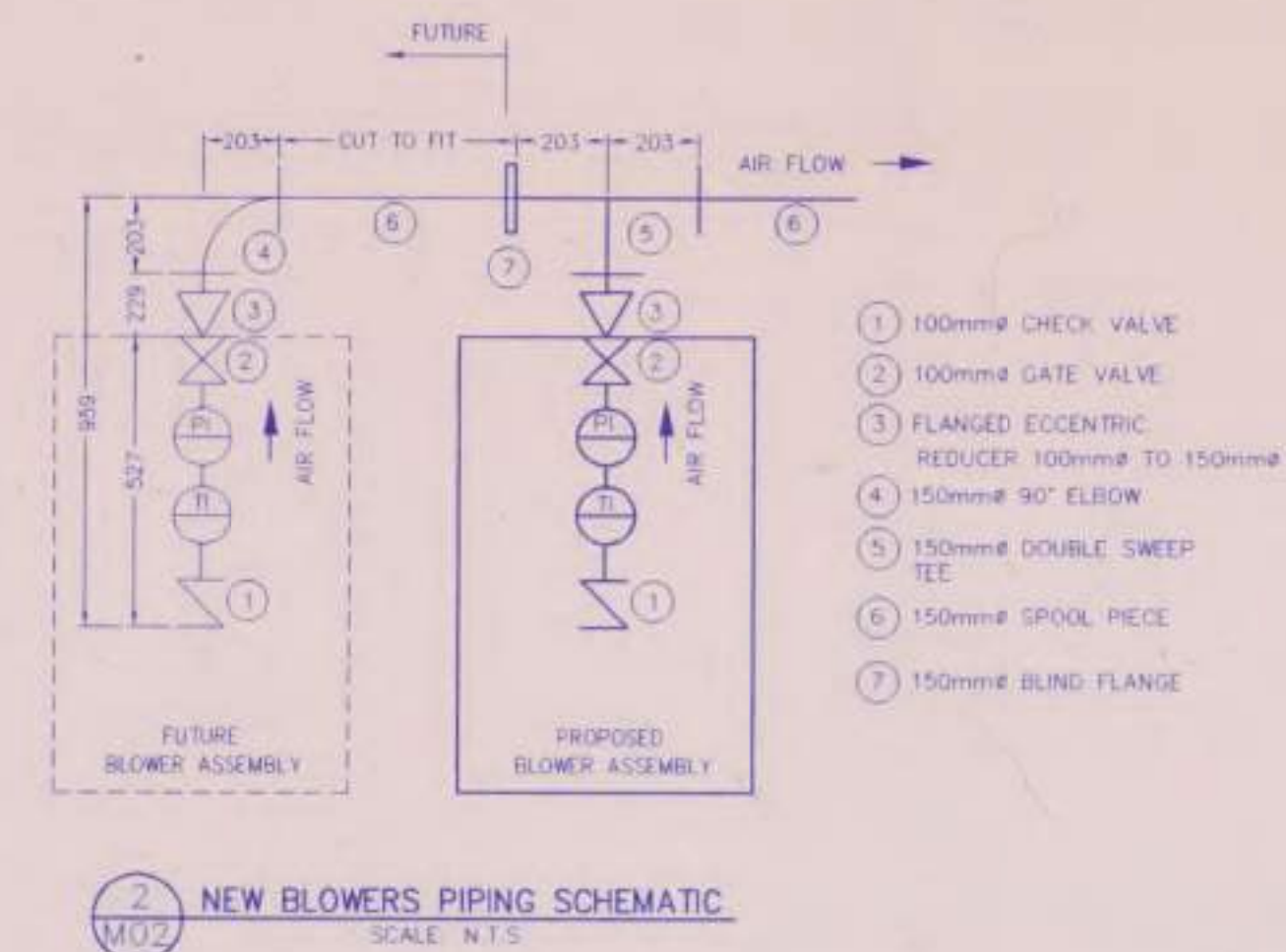
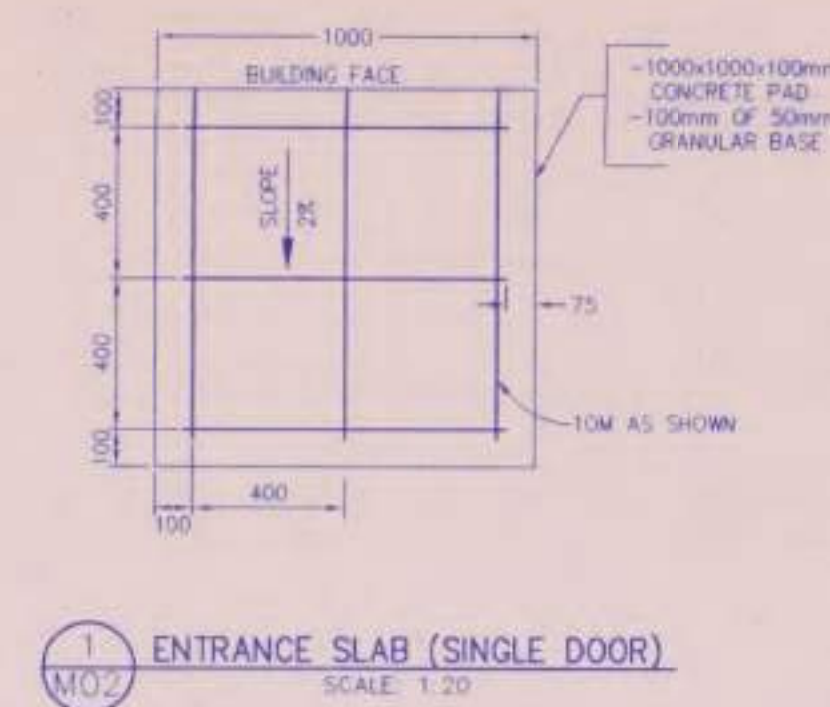
SEWAGE
TREATMENT PLANT
UPGRADEPROTALK AUTODIALER
PANEL AND WIRING

| | | | |
|--------------|--|------|---|
| PROJECT NO. | | | |
| 109311 02 01 | | | |
| SHEET 5 | | OF 5 | |
| DWG. # | | E5 | 4 |

| ISSUES | | |
|--------|------------------|-------------|
| NO. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
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PLAN VIEW
MECHANICAL BUILDING
SCALE: 1:50



| NO. | DATE | DESCRIPTION | BY | APP'D |
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REVISIONS

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SCALE: 1:20

URBANSYSTEMS

Nakusp

SEWAGE TREATMENT PLANT UPGRADE

BLOWER BUILDING IMPROVEMENTS

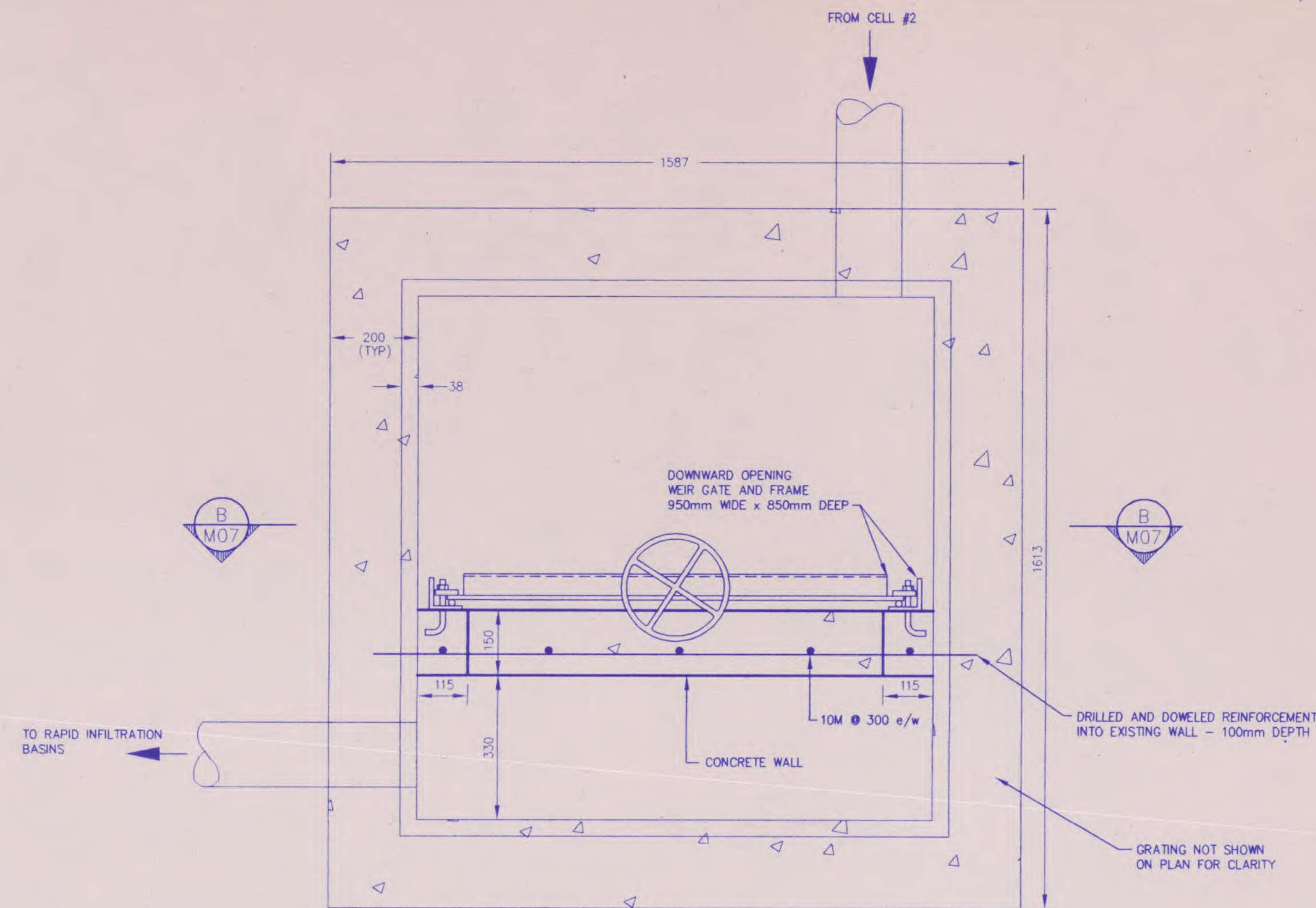
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| PROJECT NO. | 10931102 |
| SHEET | OF |
| DWG# | A-1-M 02 |



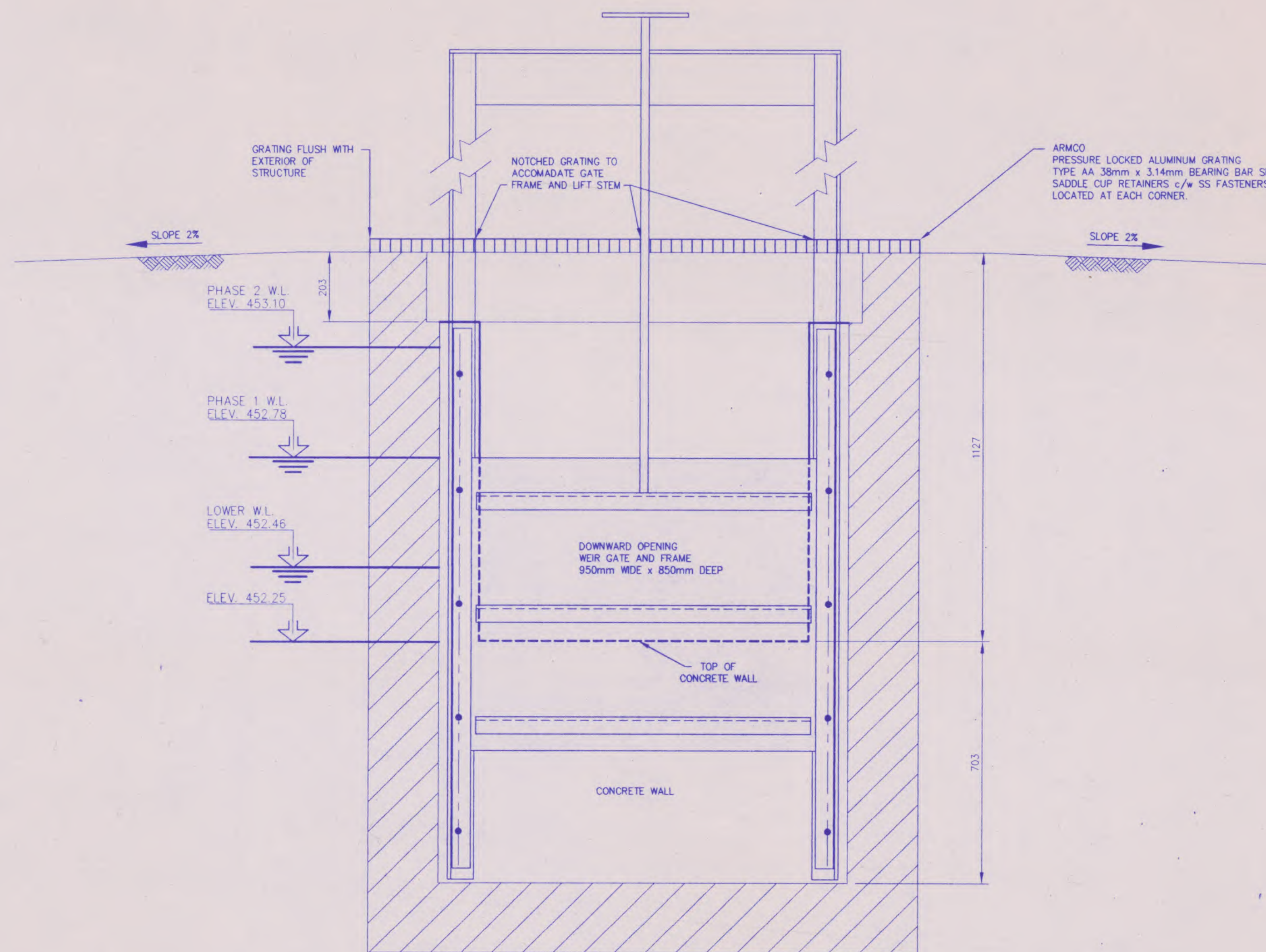
VILLAGE OF NAKUSP



SEWAGE TREATMENT PLANT UPGRADE RECORD DRAWINGS



PLAN VIEW
SCALE 1:10



SECTION
SCALE 1:10

| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
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| No. | DATE | DESCRIPTION | BY | APP'D. |
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| REVISIONS | |
|-----------|-----------|
| DES. | KO/GJB |
| DWN. | GJB |
| DATE | NOV, 1994 |
| CHK. | |
| SEAL | |

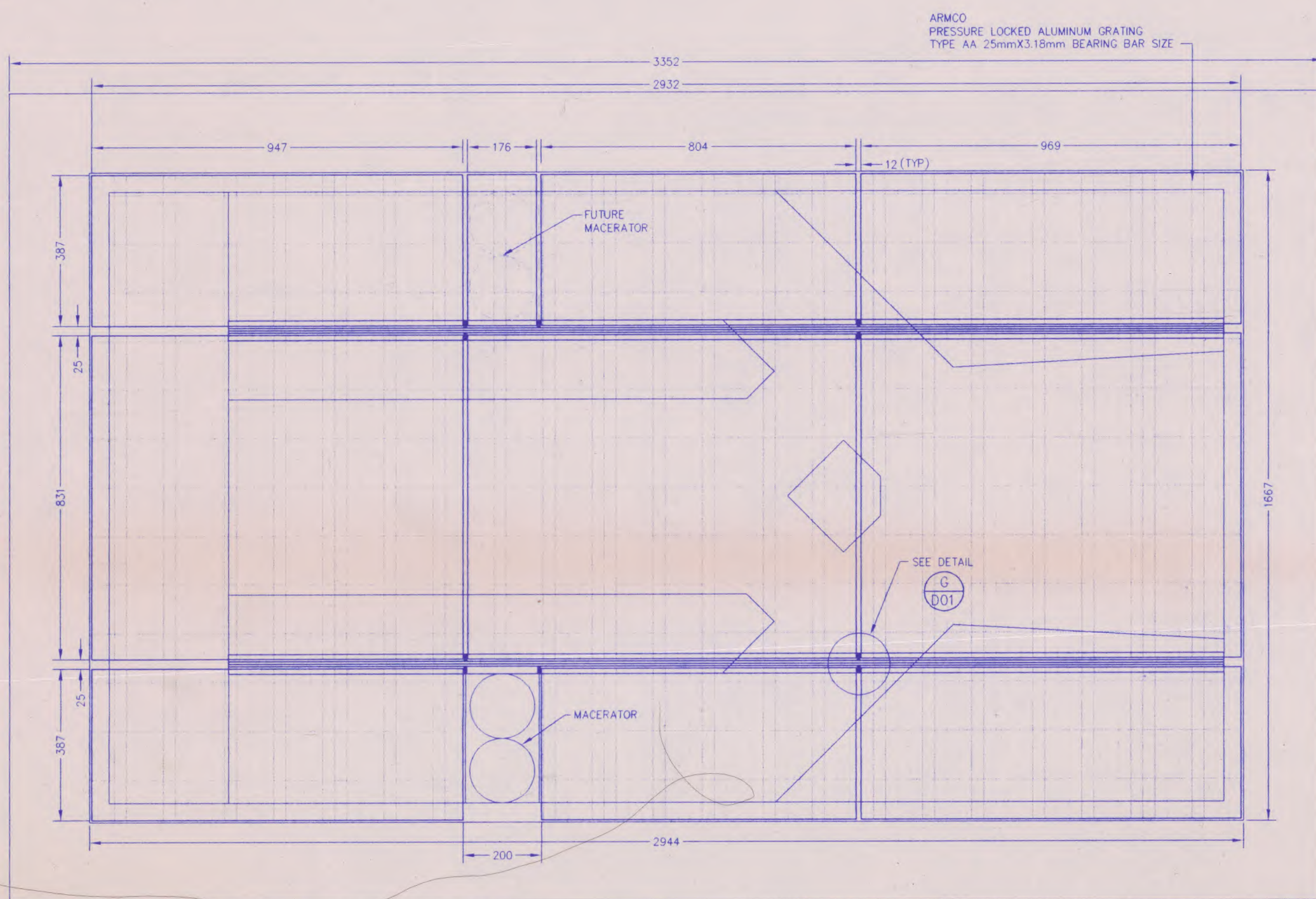
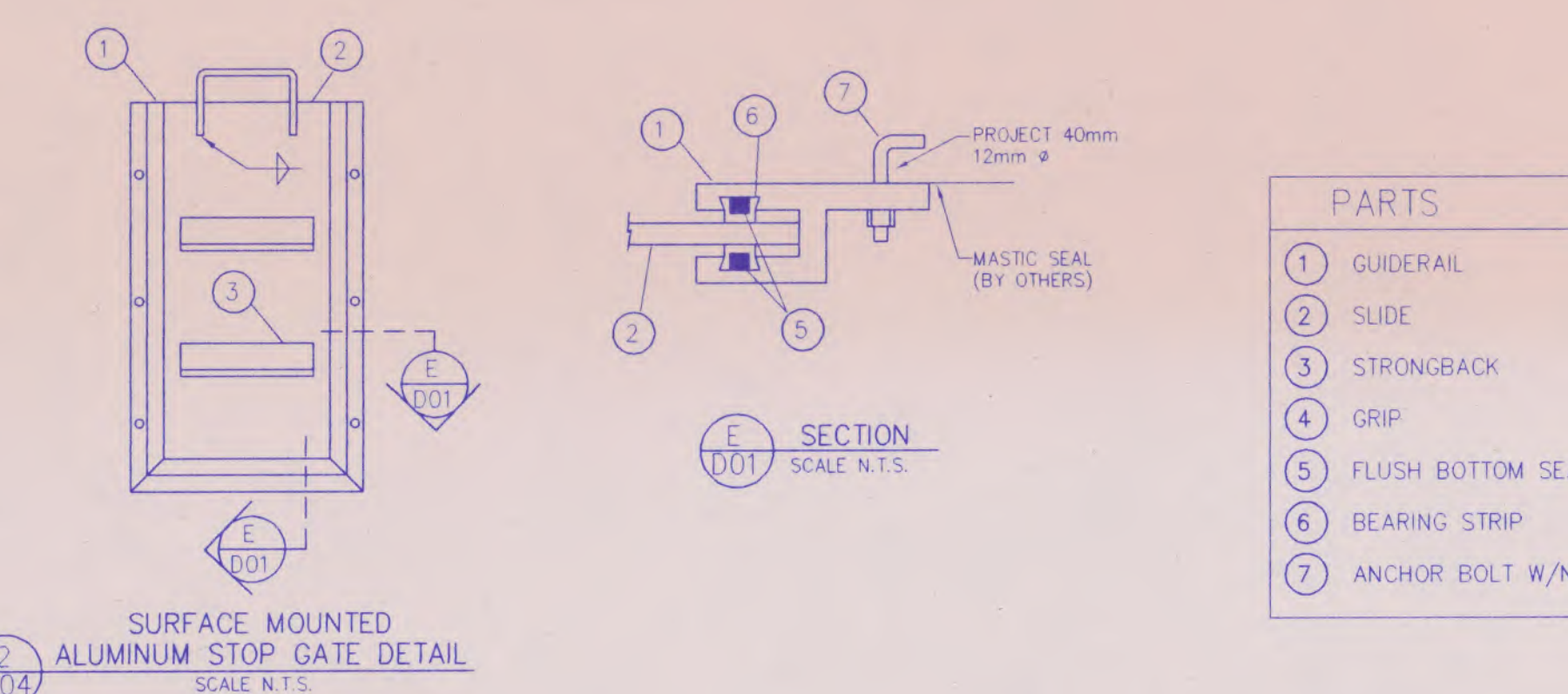
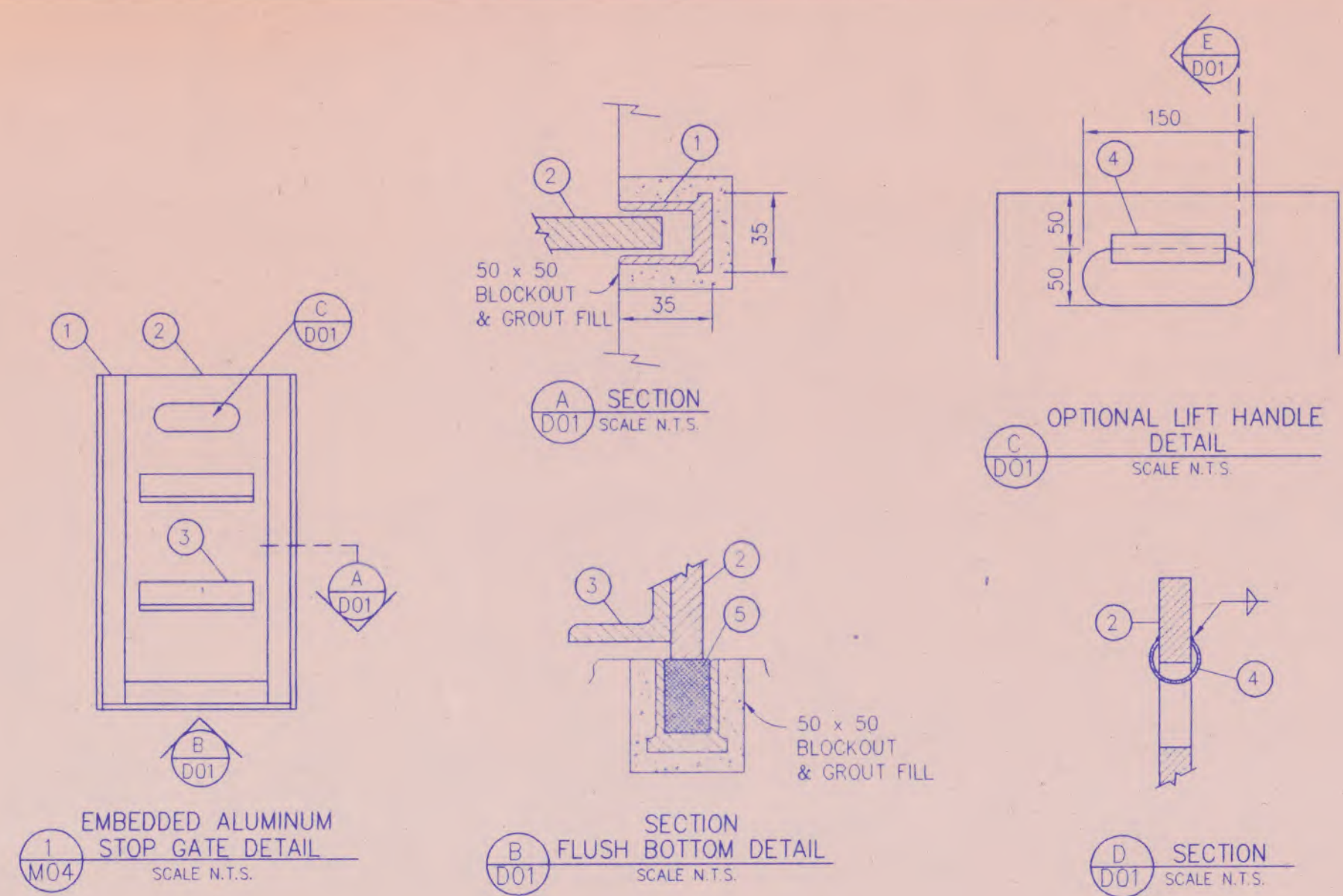
P. ENG. _____ DATE _____
SCALE 1:10



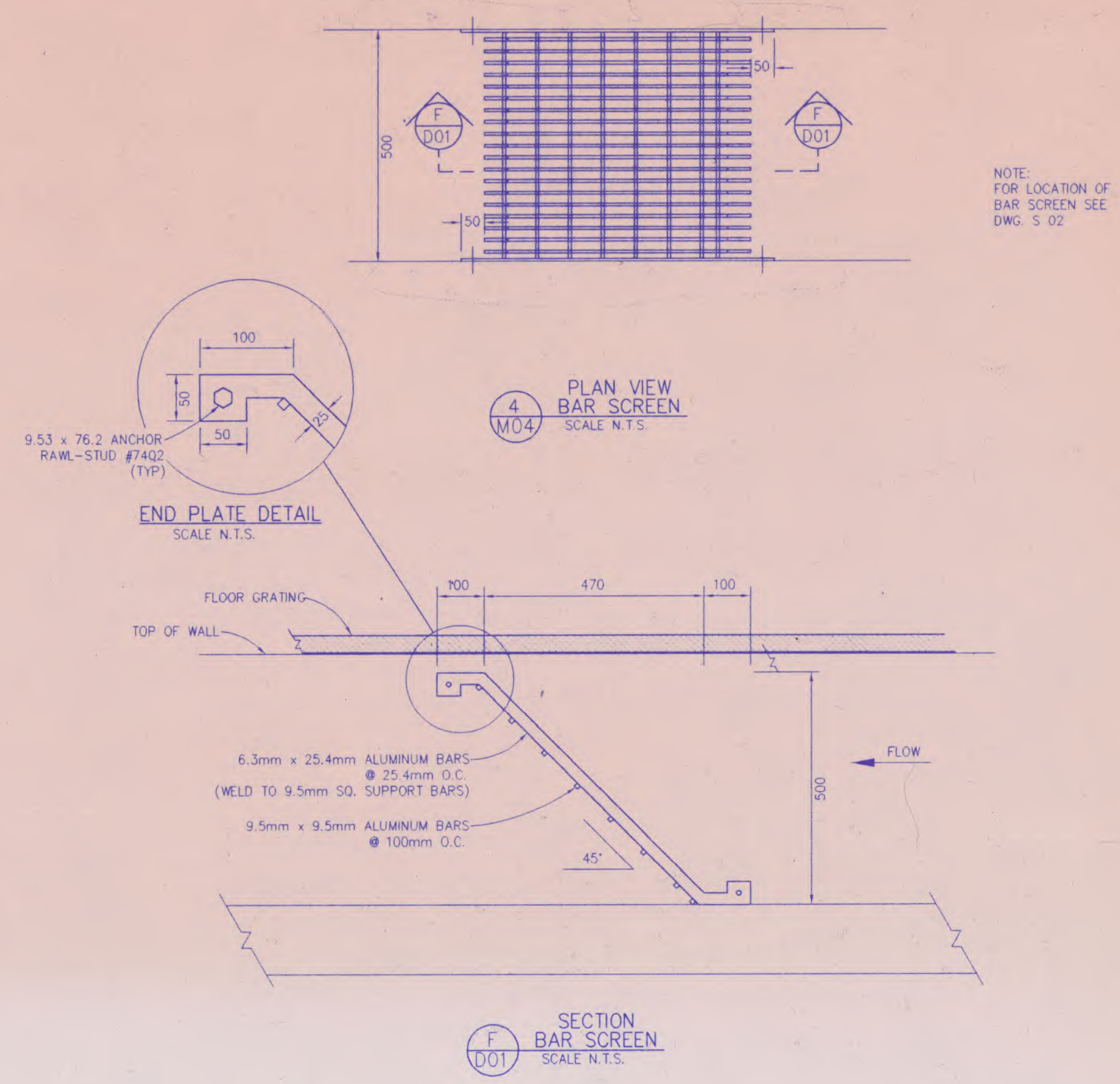
SEWAGE
TREATMENT PLANT
UPGRADE

RAPID INFILTRATION
DISTRIBUTION
CHAMBER DETAILS

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| PROJECT No. | 10931102 |
| SHEET | OF |
| DWG # | A-1-M 07 |

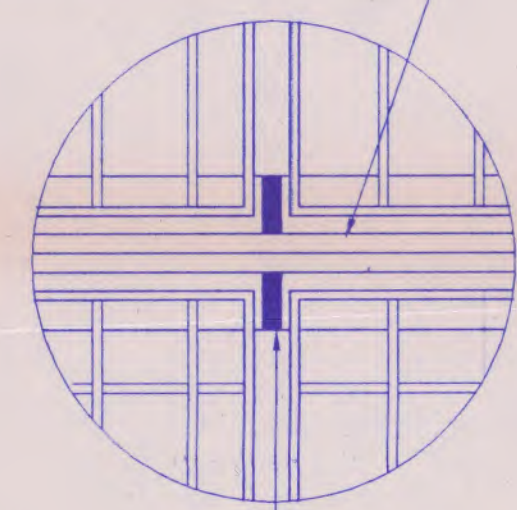


3
M04
ALUMINUM GRATING
DETAIL
SCALE 1:10

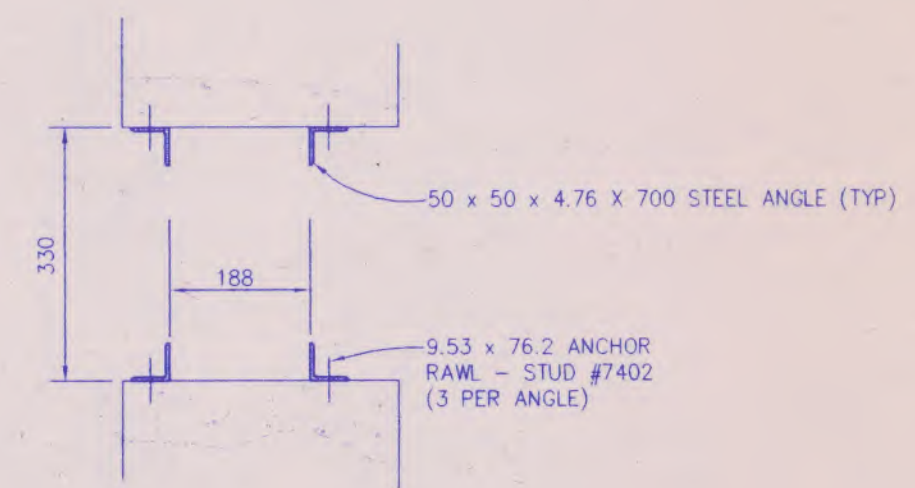


NOTE:
FOR LOCATION OF
BAR SCREEN SEE
DWG. S-02

ALUMINUM ANGLE IRON 25mmx25mmx6mm
WELDED BACK TO BACK, SHIMMED TO APPROPRIATE HEIGHT
BOLT TO CONCRETE WITH SS BOLTS c/w WASHERS



G
D01
DETAIL
SCALE N.T.S.



5
M04
MACERATOR SUPPORT
DETAIL
SCALE N.T.S.

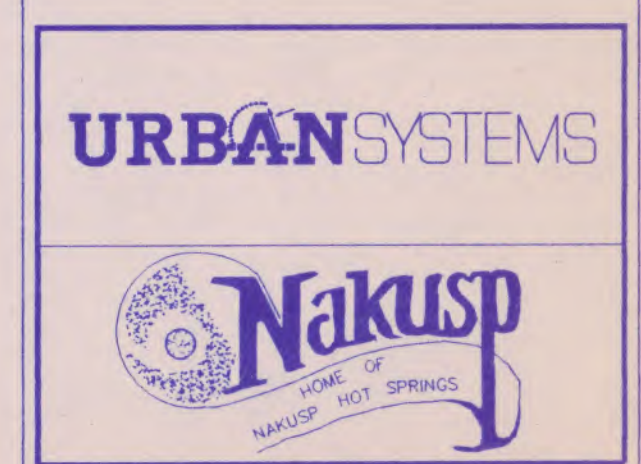
| ISSUES | | |
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| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
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| No. | DATE | DESCRIPTION | BY | APP'D | |

| REVISIONS | | |
|-----------|------|-----------|
| DES. | DES. | KO/GJB |
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| DATE | DATE | NOV, 1994 |
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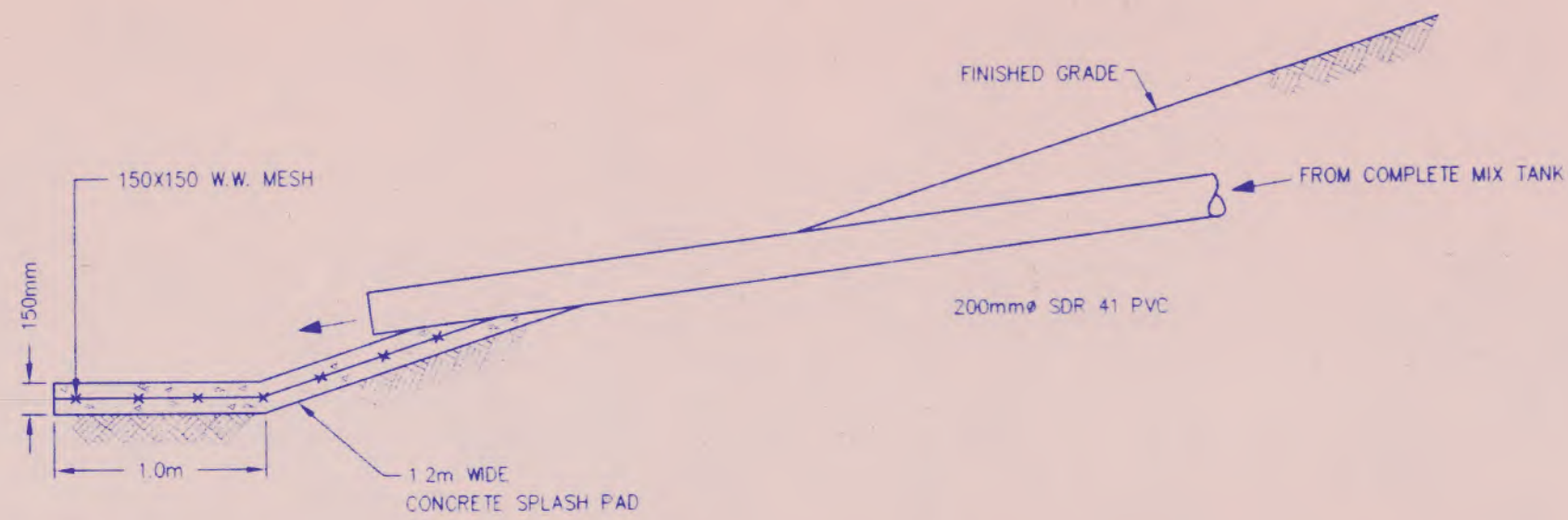
P. ENG. _____ DATE _____
SCALE AS NOTED



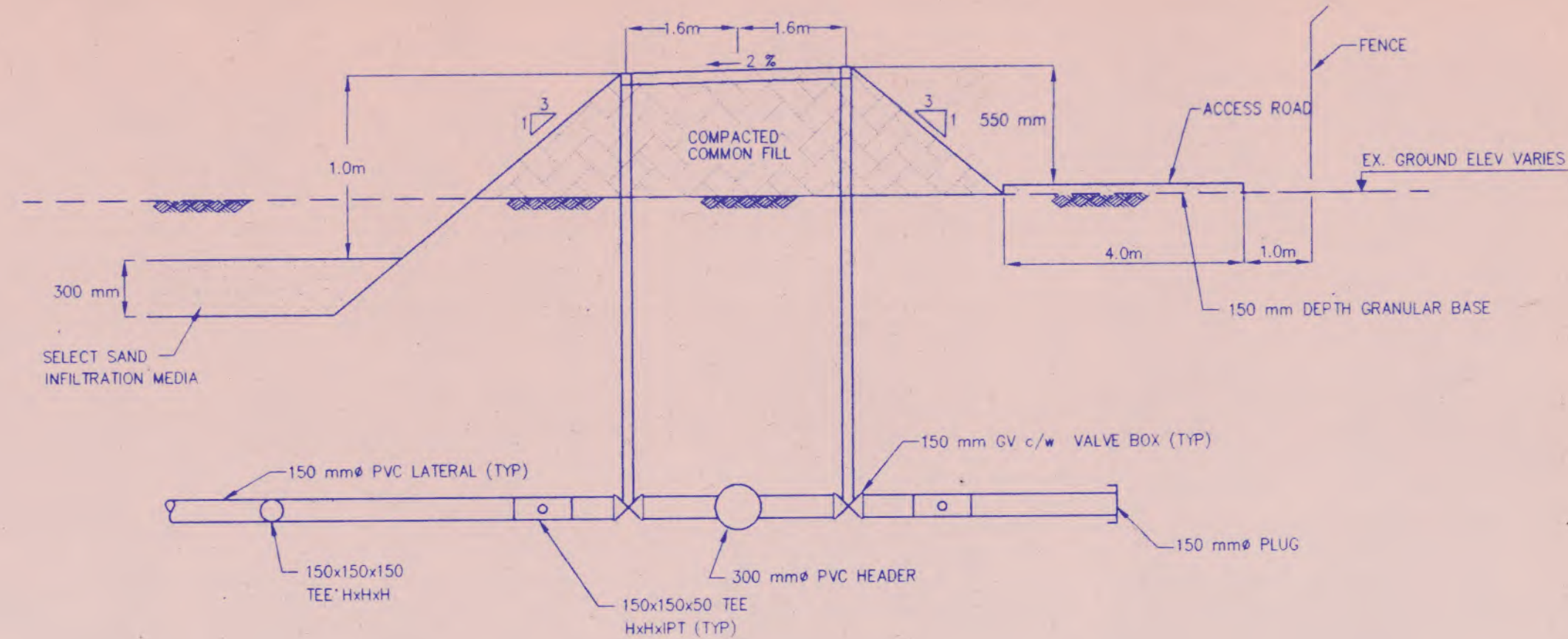
SEWAGE
TREATMENT PLANT
UPGRADE

MACERATOR
CHANNEL
DETAILS

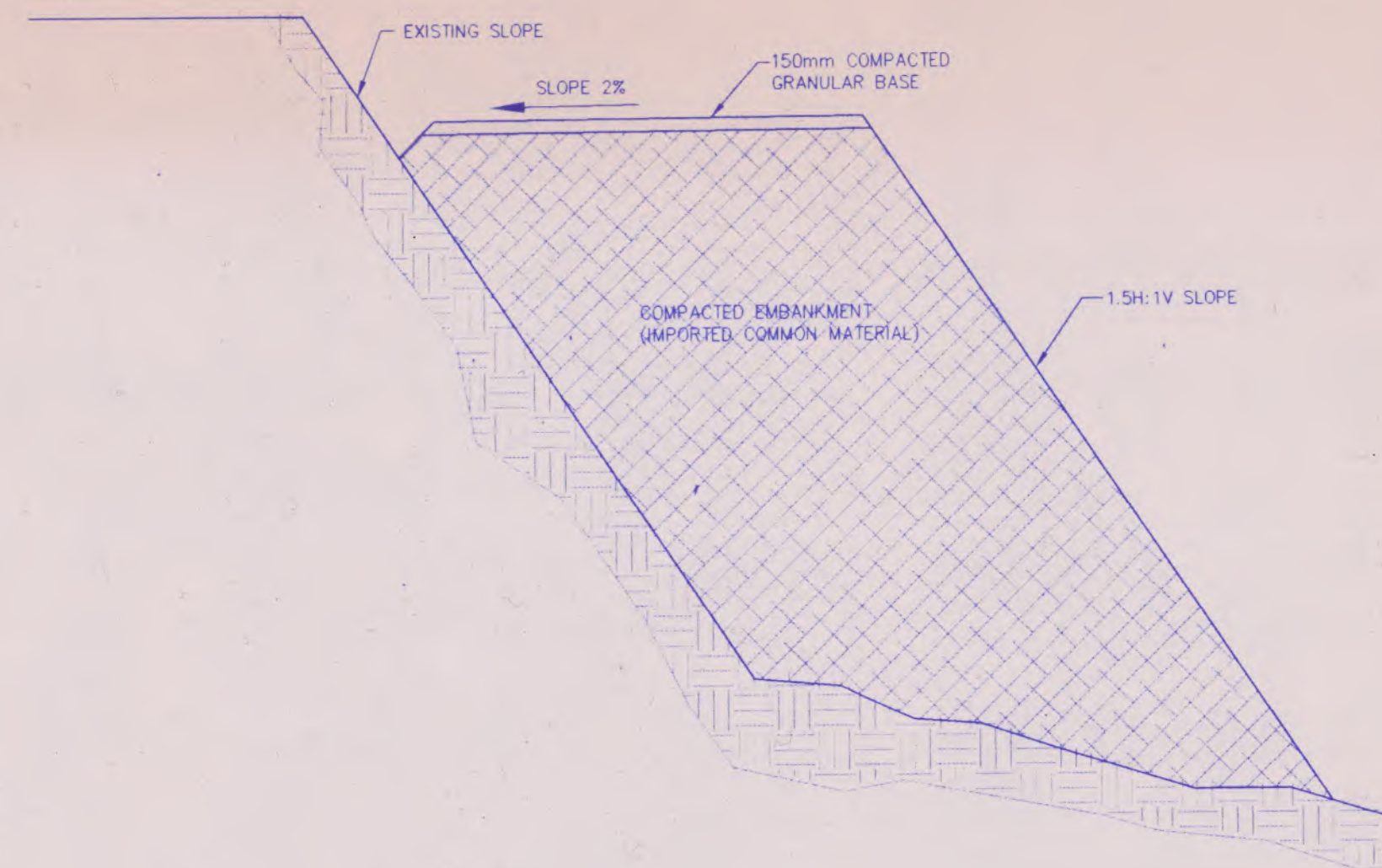
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| PROJECT No. | 10931102 |
| SHEET | OF |
| DWG # | A-1-D 01 |



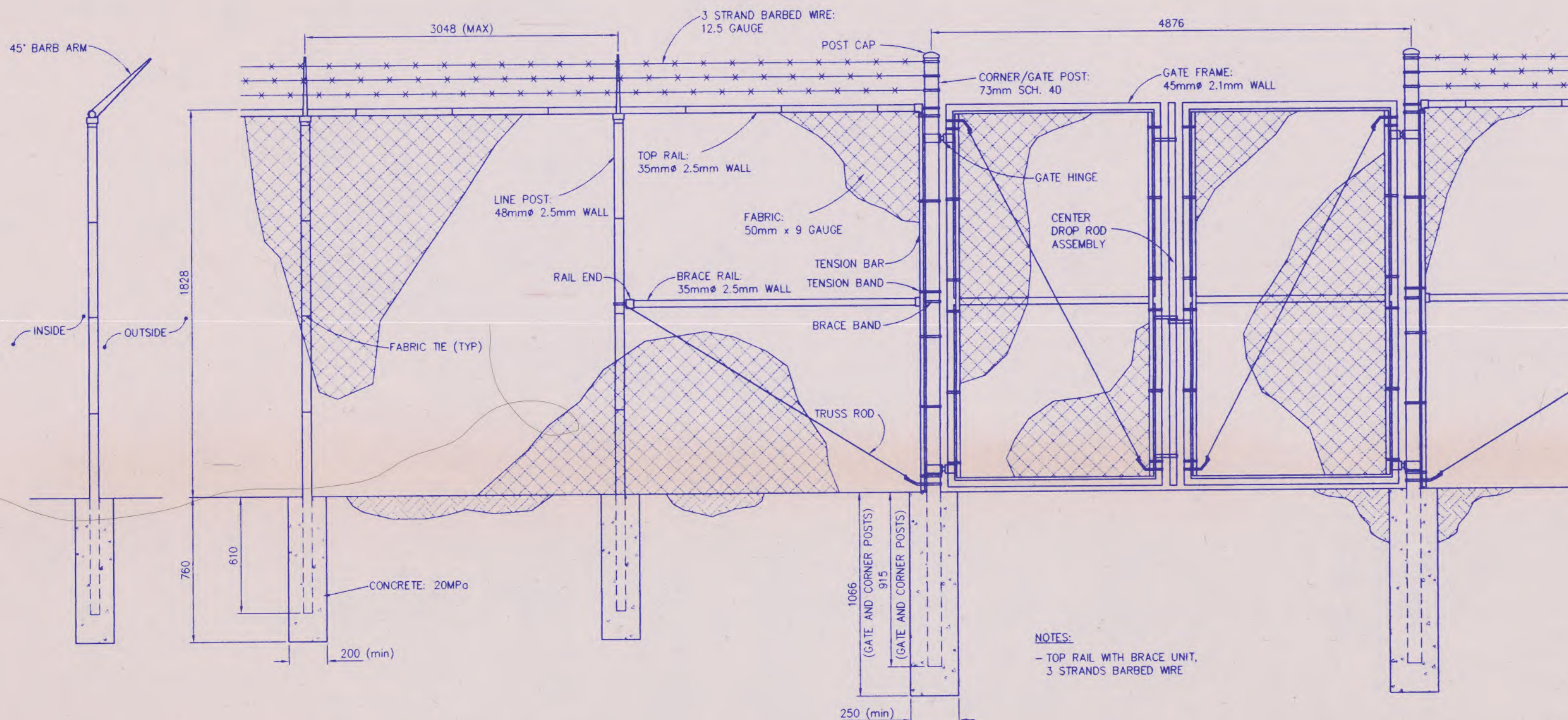
A CONCRETE SPLASH PAD DETAILS
SCALE: N.T.S.



G ACCESS ROAD AND BERM DETAIL
SCALE: N.T.S.

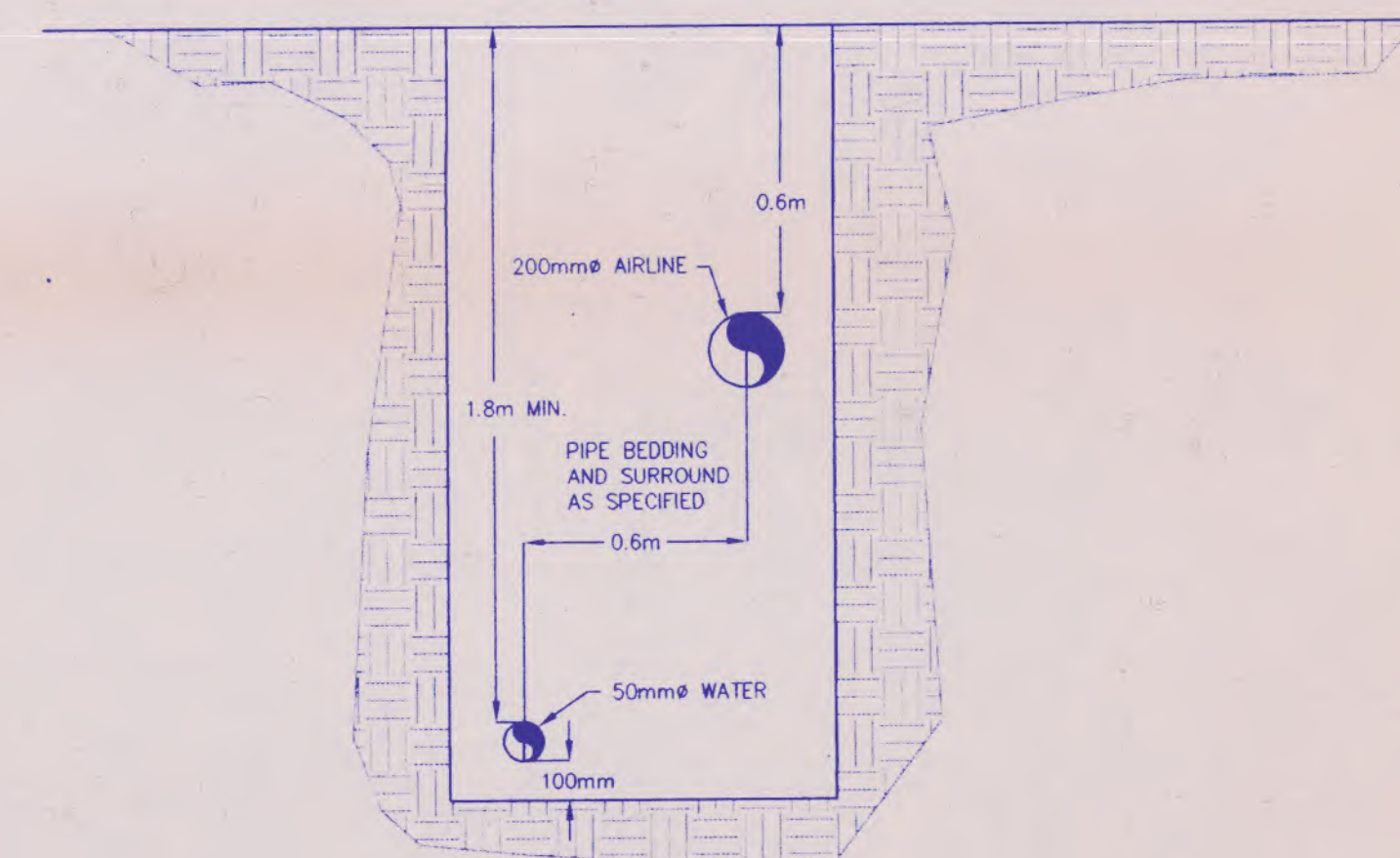


C ACCESS ROAD AND BERM DETAIL
SCALE: N.T.S.



B CHAIN LINK FENCING/GATE DETAILS
SCALE: N.T.S.

NOTES:
- TOP RAIL WITH BRACE UNIT, 3 STRANDS BARBED WIRE



D PIPING TRENCH DETAIL
SCALE: N.T.S.

| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
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| REVISIONS | | | | |
| DES | | KO/GJB | | |
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| DATE | | NOV, 1994 | | |
| CHK | | | | |

P. ENG. DATE
SCALE AS SHOWN

URBANSYSTEMS



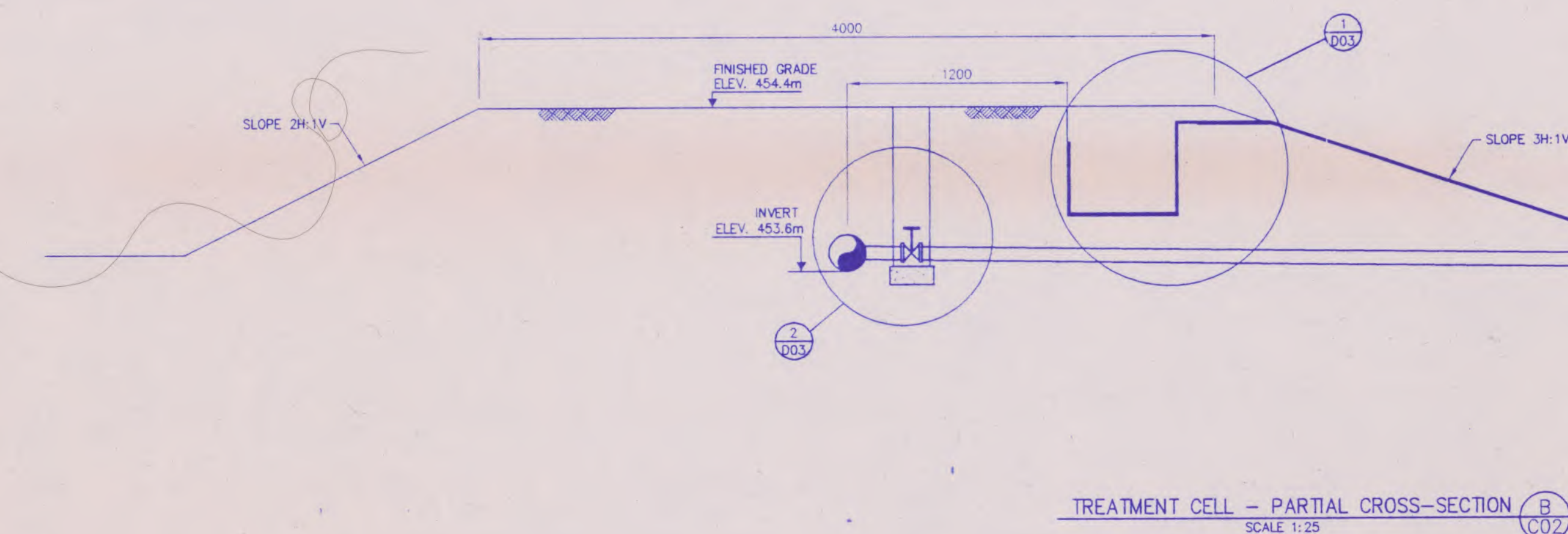
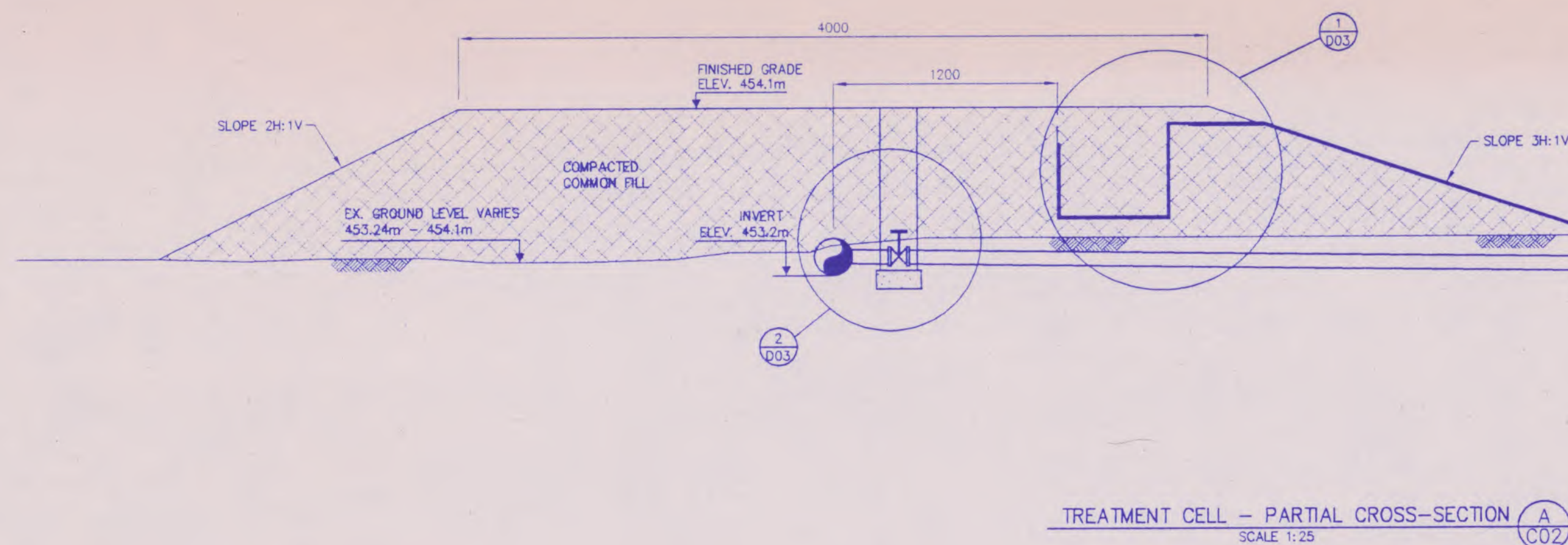
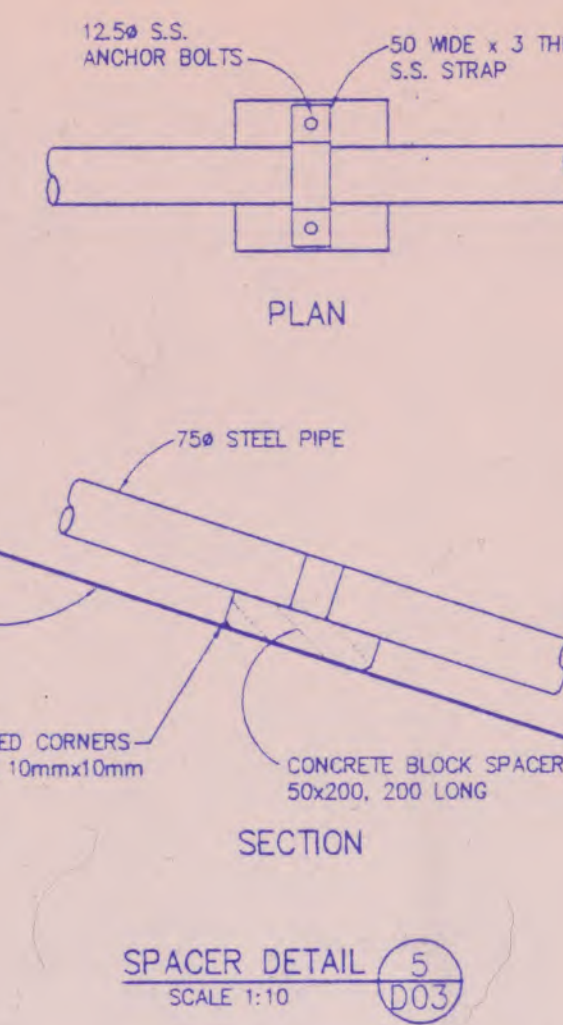
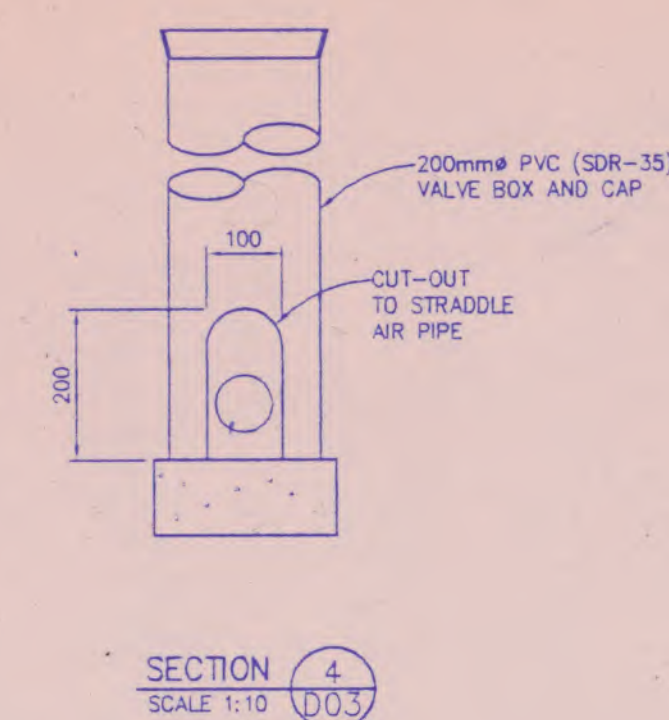
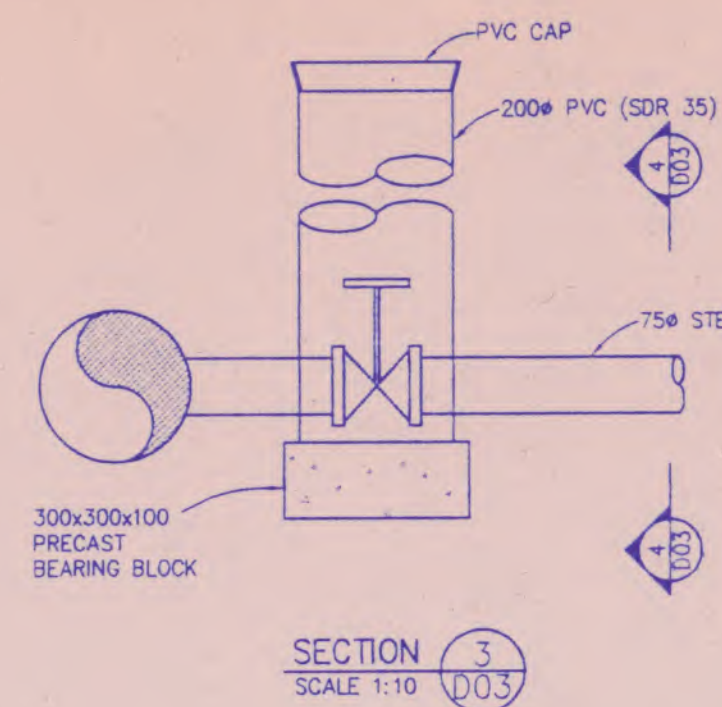
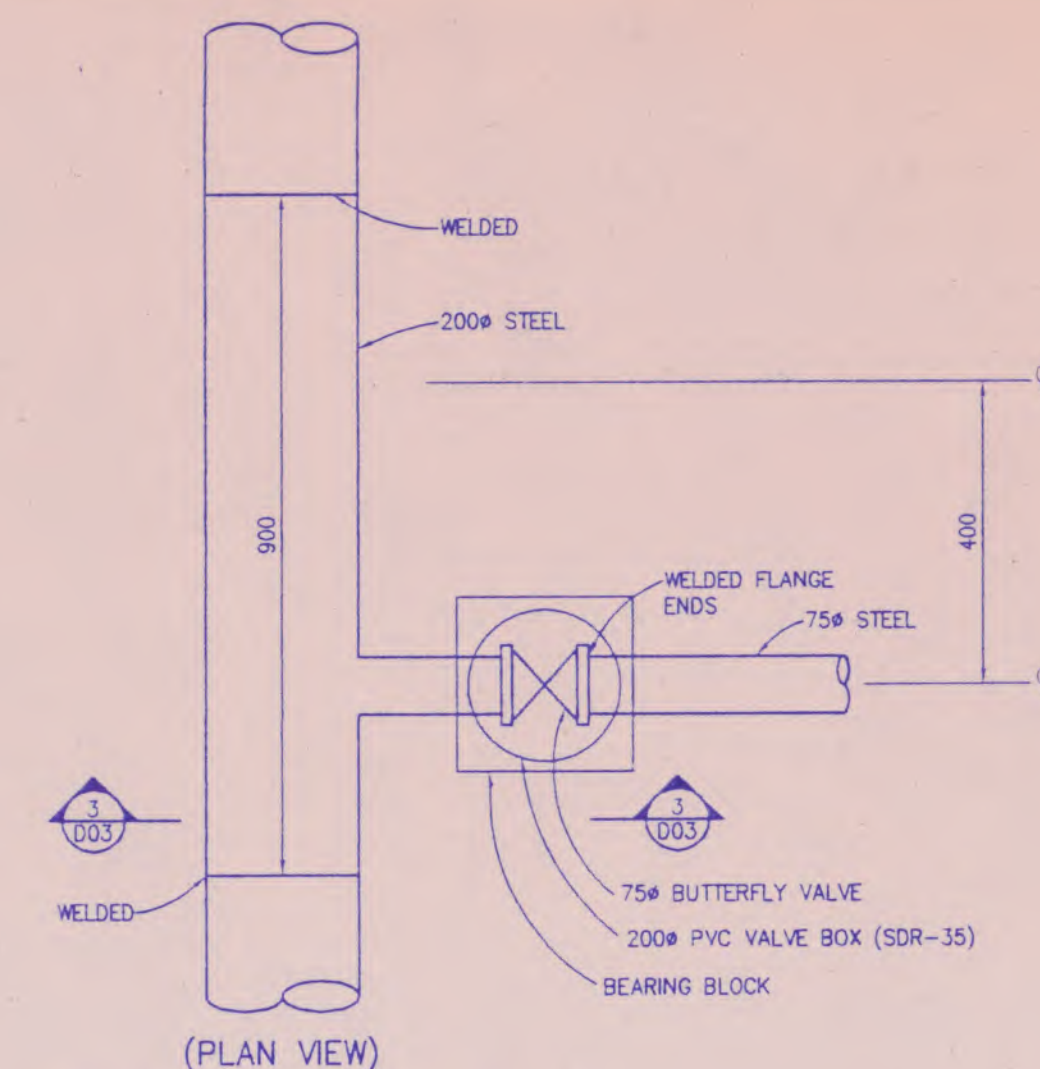
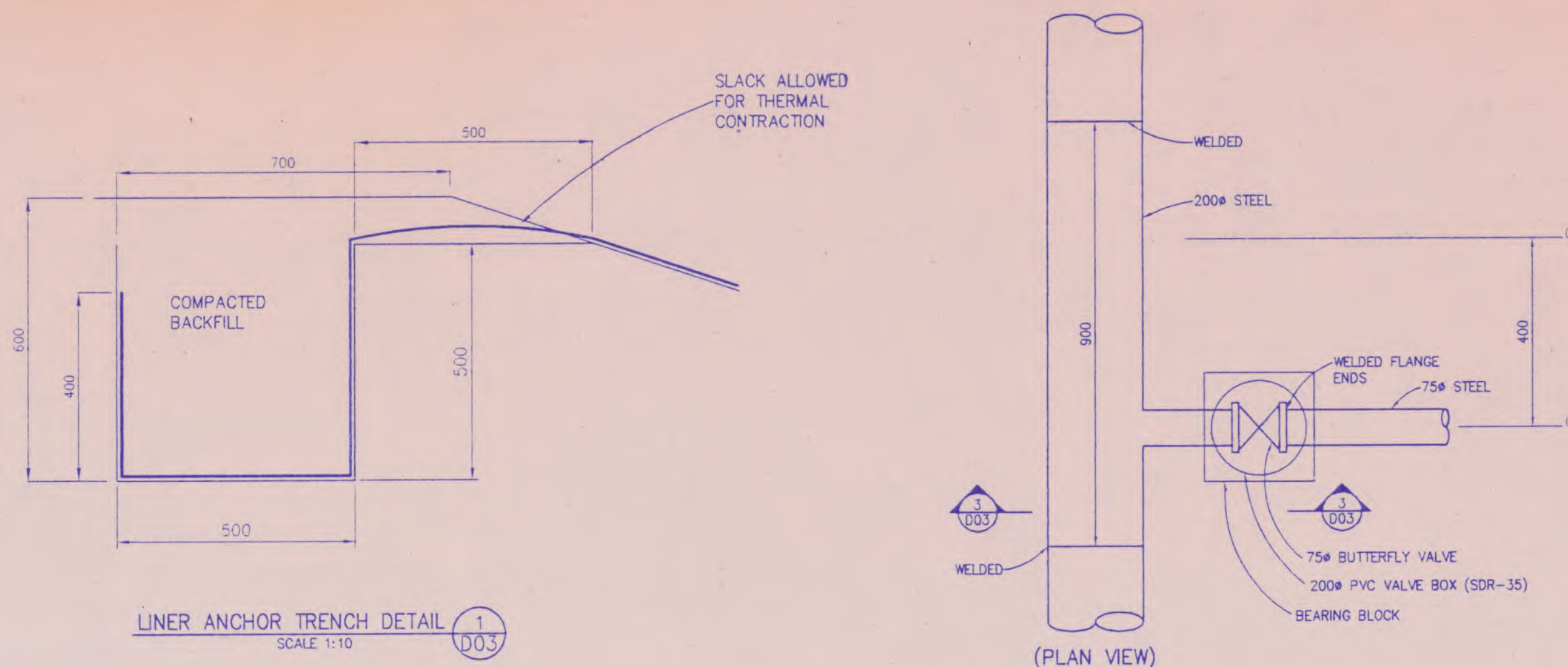
SEWAGE TREATMENT PLANT UPGRADE

MISCELLANEOUS DETAILS

PROJECT No. 10931102

SHEET OF

DWG # A-1-D 02



CELL #1

NORMAL WATER ELEV. 453.3m

18.5\"/>

CELL #2

NORMAL WATER ELEV. 452.46m

18.5\"/>

NOTES:

| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
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| No. | DATE | DESCRIPTION | BY | APP'D |
|-----------|------|-------------|----|-------|
| REVISIONS | | | | |
| DES. | | KO/GJB | | |
| DWN. | | GJB | | |
| DATE | | NOV, 1994 | | |
| CHK. | | | | |
| SEAL | | | | |
| P. ENG. | | | | |
| SCALE | | AS NOTED | | |

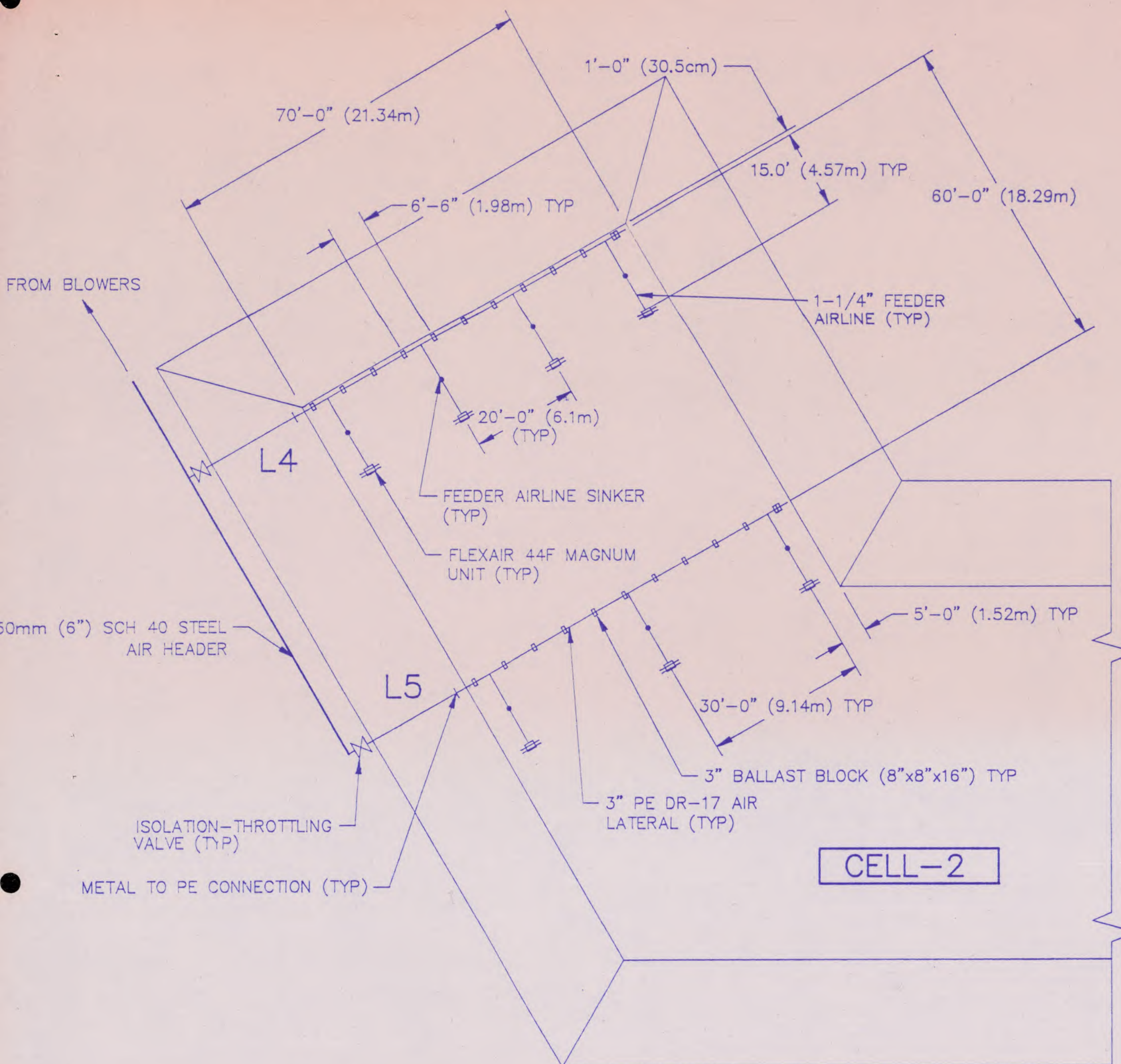
URBANSYSTEMS



SEWAGE
TREATMENT PLANT
UPGRADE

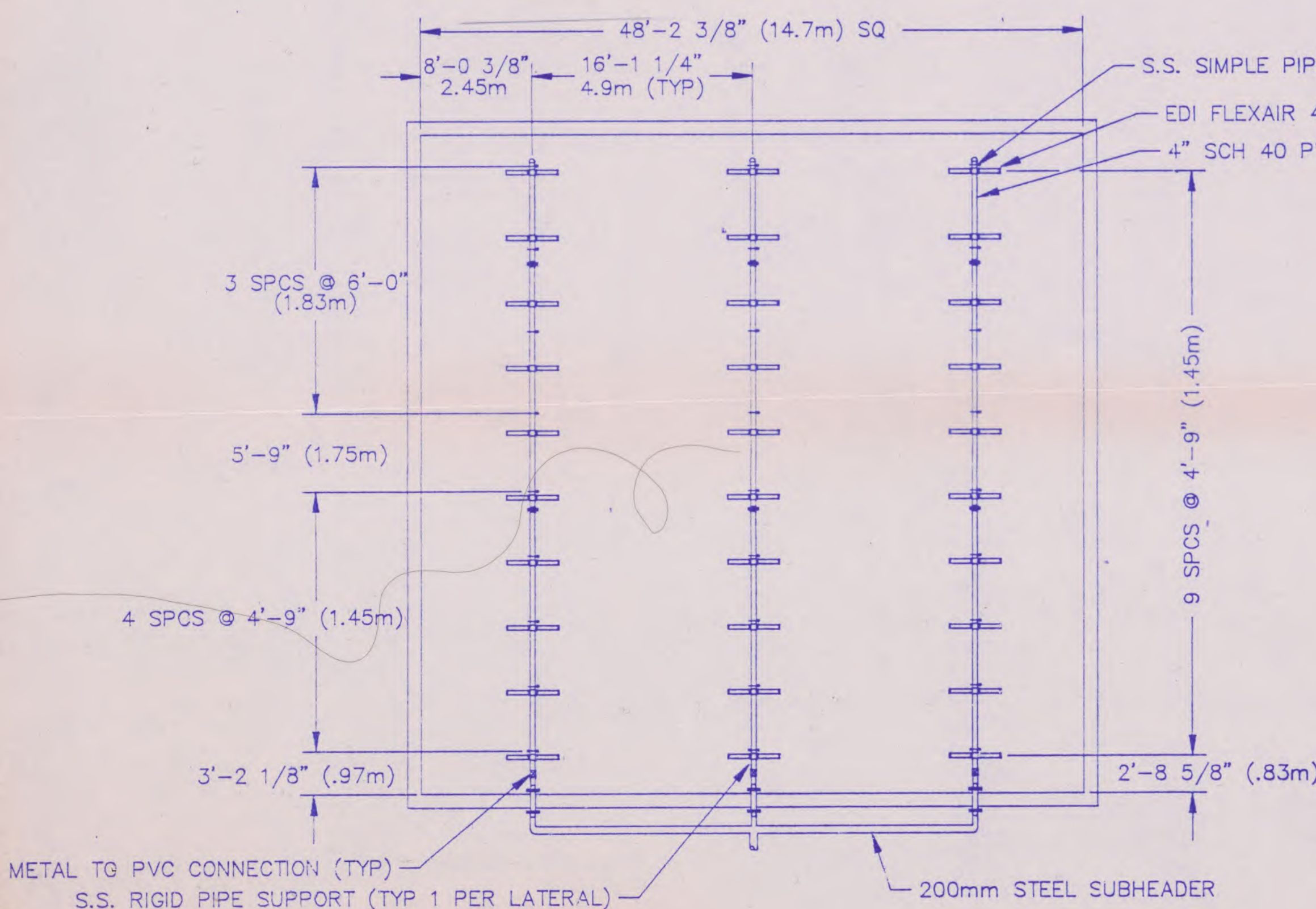
BERM, LINER, AND
AIR PIPING DETAILS
UPGRADE

| | |
|-------------|----------|
| PROJECT No. | 10931102 |
| SHEET | OF |
| DWG.# | A-1-D 03 |



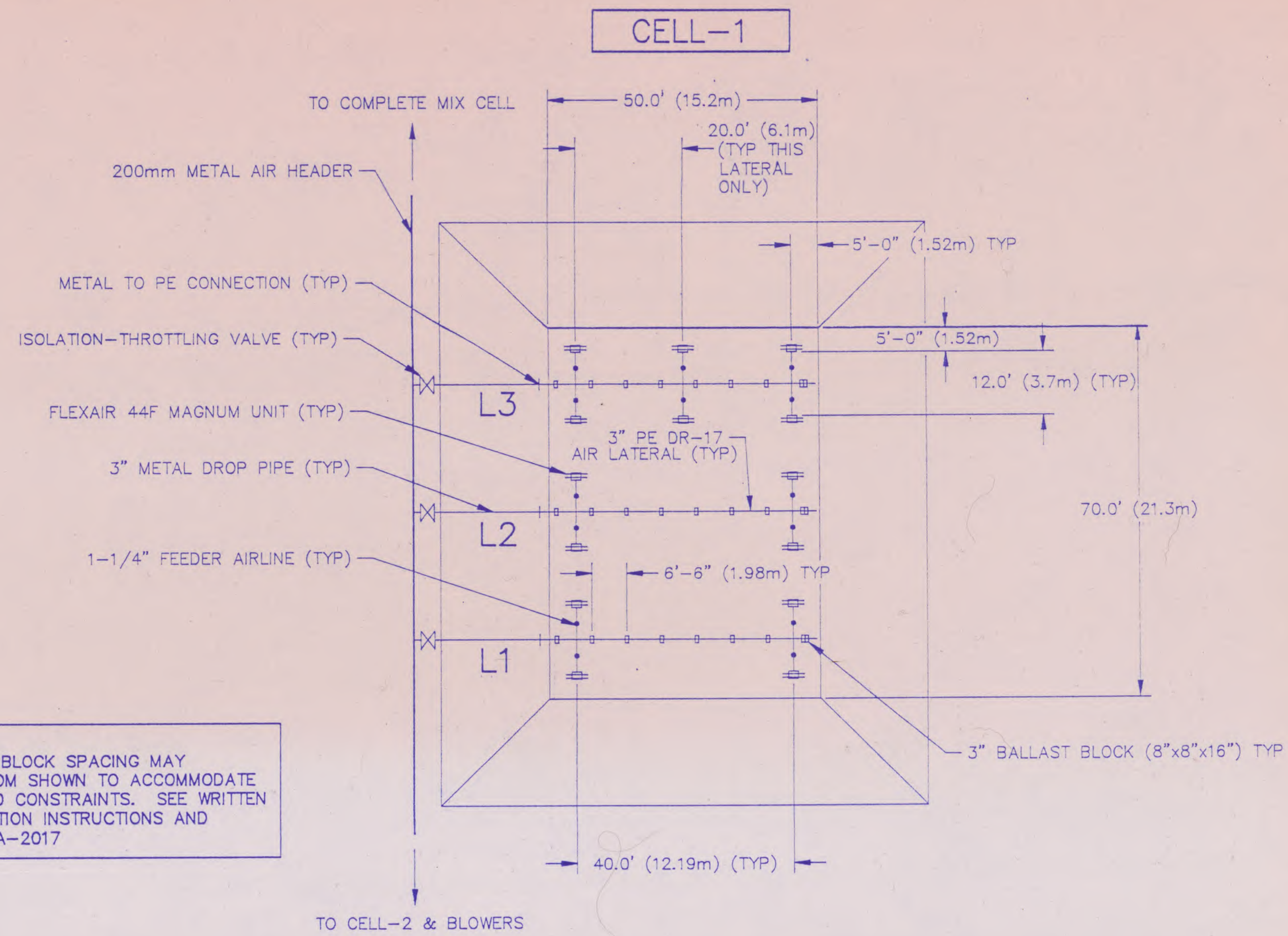
CELL-2

NOTE:
BALLAST BLOCK SPACING MAY
VARY FROM SHOWN TO ACCOMMODATE
FOR FIELD CONSTRAINTS. SEE WRITTEN
INSTALLATION INSTRUCTIONS AND
DETAIL #A-2017

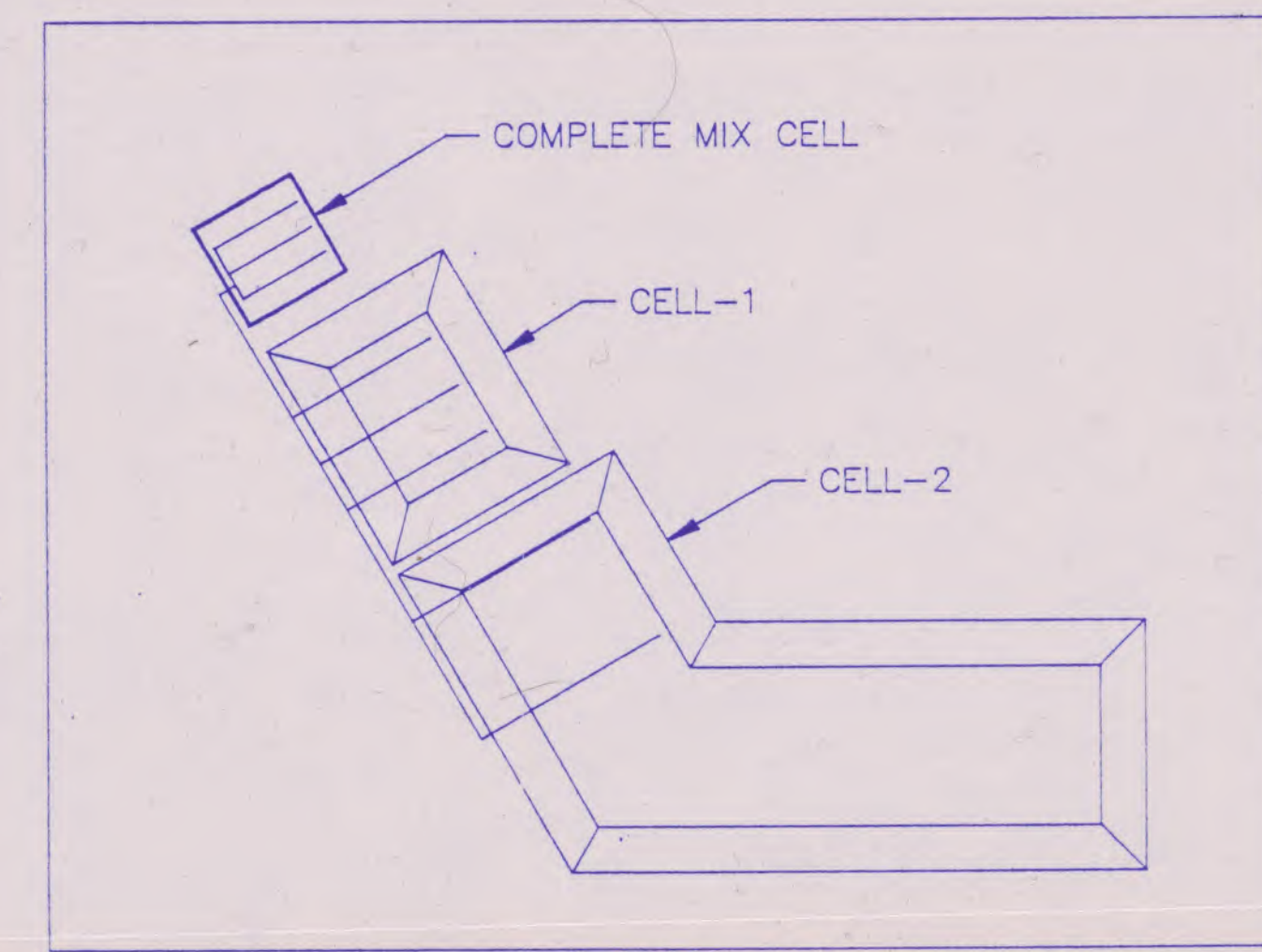


COMPLETE MIX CELL
2x SCALE

| BALLAST BLOCK SCHEDULE | | | | |
|------------------------|-----------|--------------|------------|-------------|
| CELL # | LATERAL # | LATERAL SIZE | BLOCK SIZE | BLOCK COUNT |
| #1 | L1 | 3" PE DR-17 | 8"x8"x16" | 9 |
| #1 | L2 | 3" PE DR-17 | 8"x8"x16" | 9 |
| #1 | L3 | 3" PE DR-17 | 8"x8"x16" | 9 |
| #2 | L4 | 3" PE DR-17 | 8"x8"x16" | 12 |
| #2 | L5 | 3" PE DR-17 | 8"x8"x16" | 12 |



CELL-1



- NOTES FOR COMPLETE MIX CELL:
1. AERATION-MIXING BY EDI FLEXAIR 42P MAGNUM UNITS.
 2. LIQUID DEPTH IS 12.0' (3.65m).
 3. FIXED AIR LATERALS ARE 4" PVC
 4. 3 LATERALS @ 10 UNITS PER LATERAL= TOTAL = 30 FLEXAIR 42P MAGNUM UNITS.

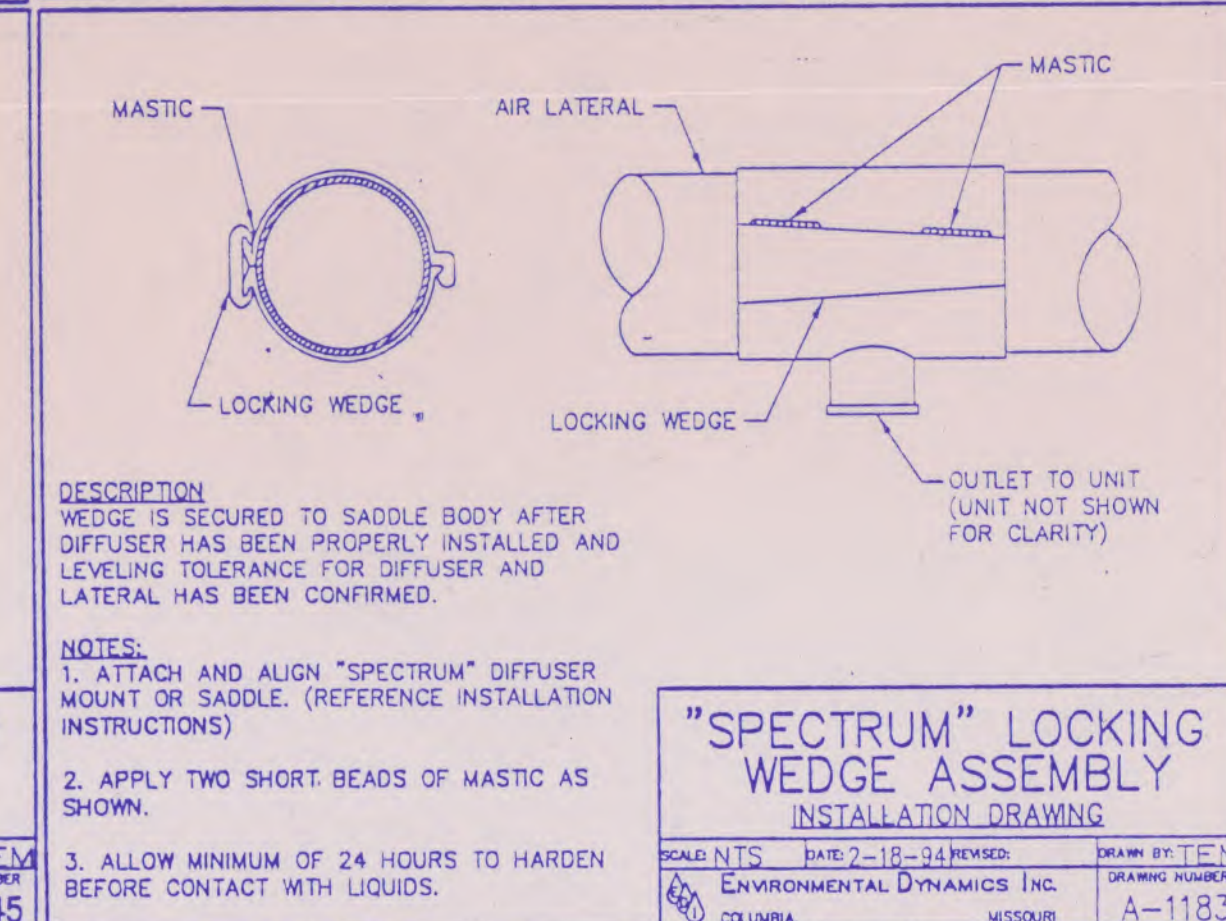
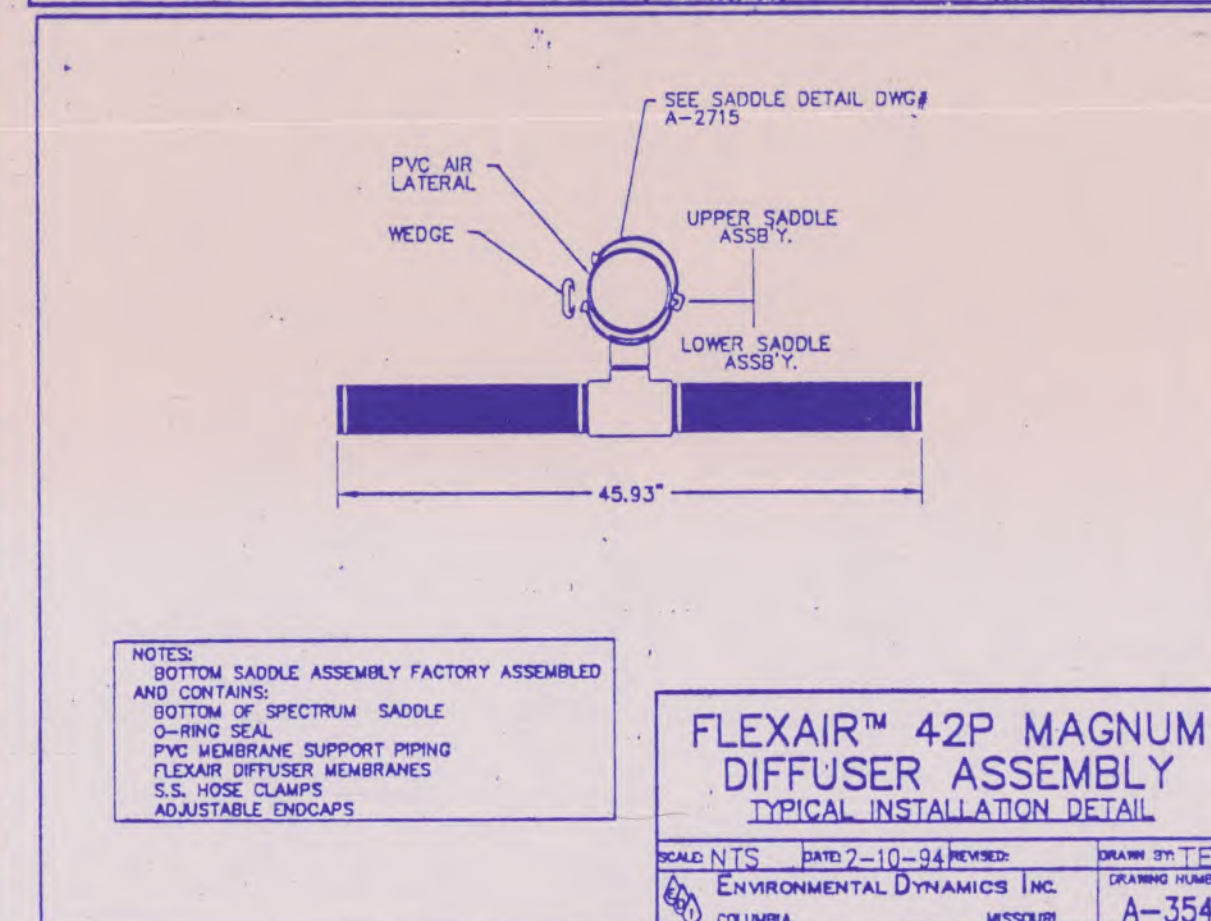
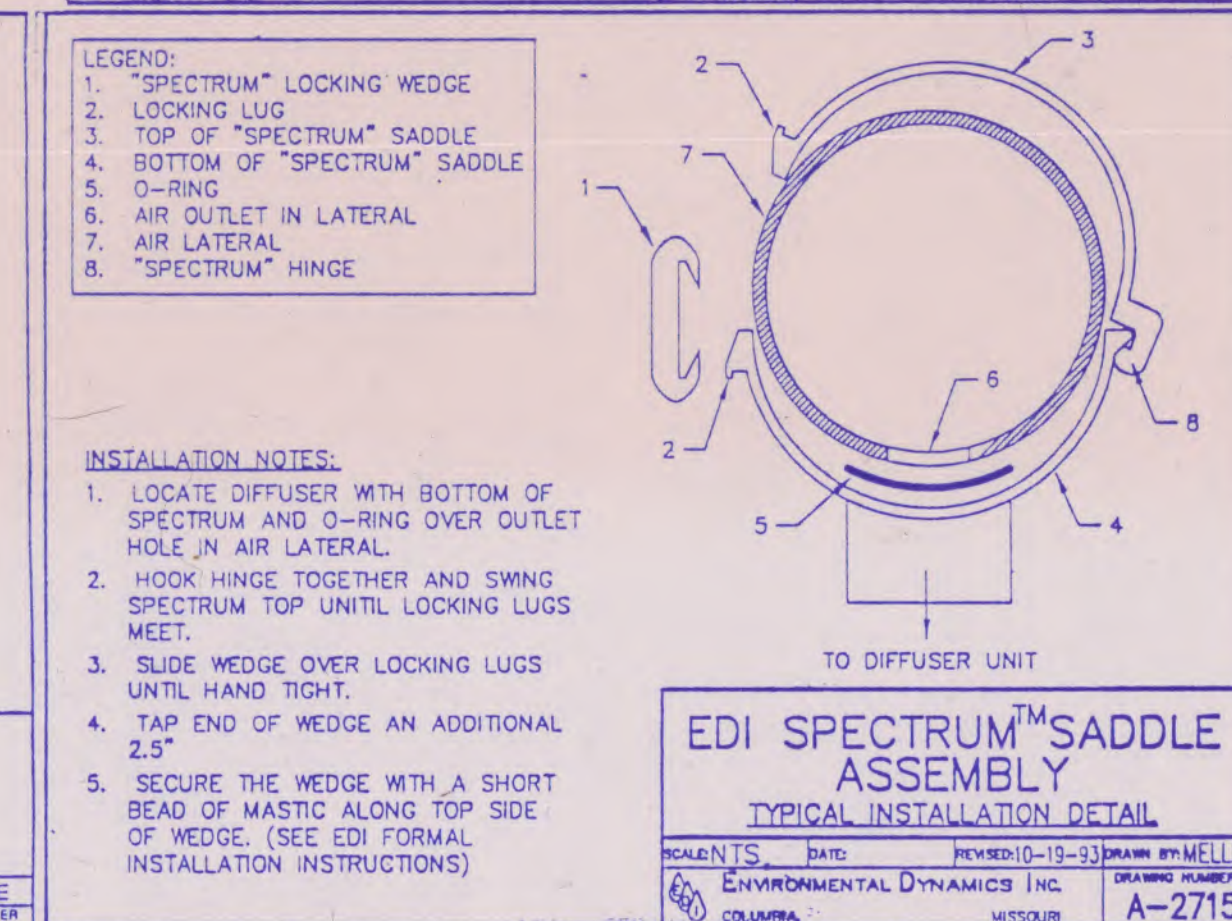
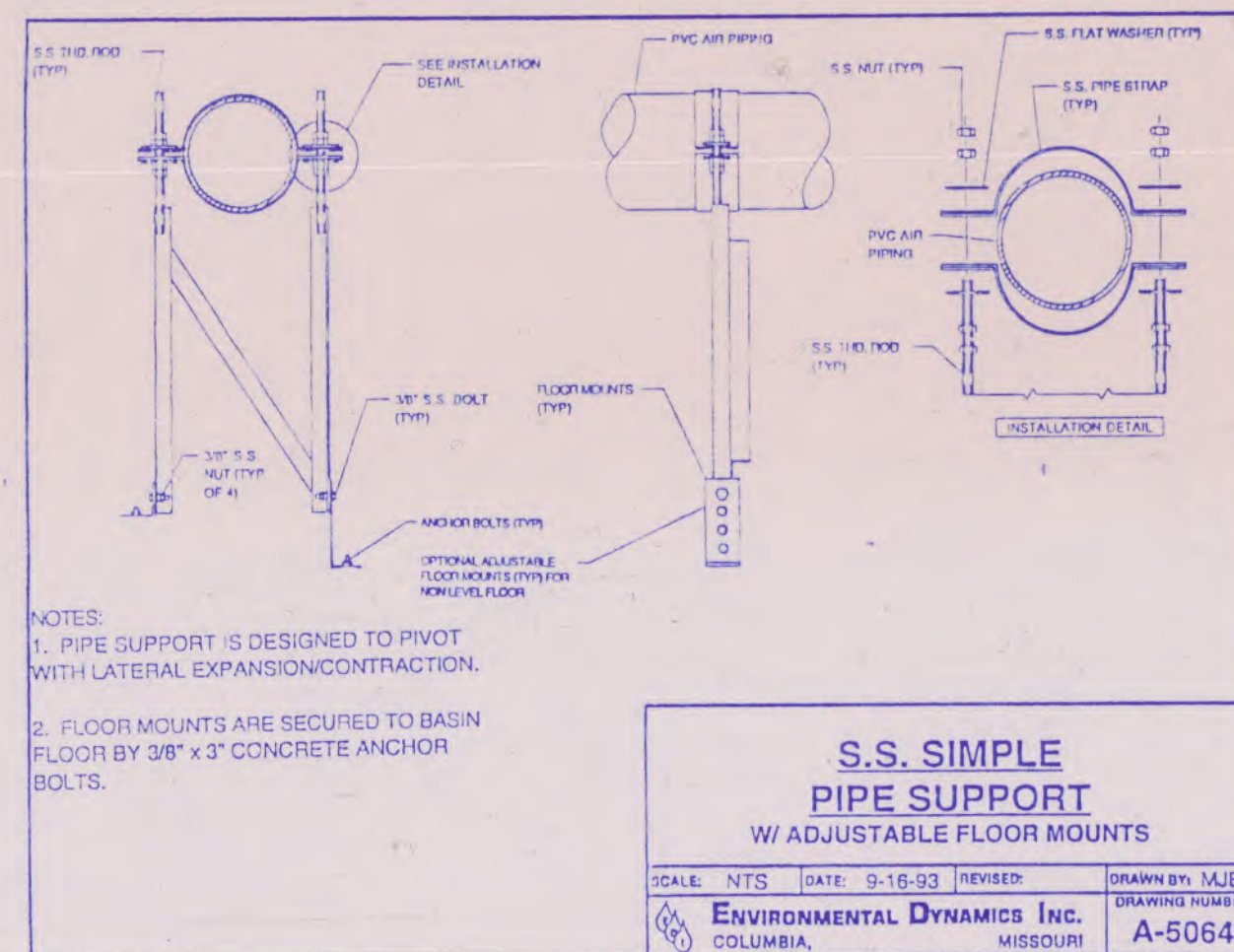
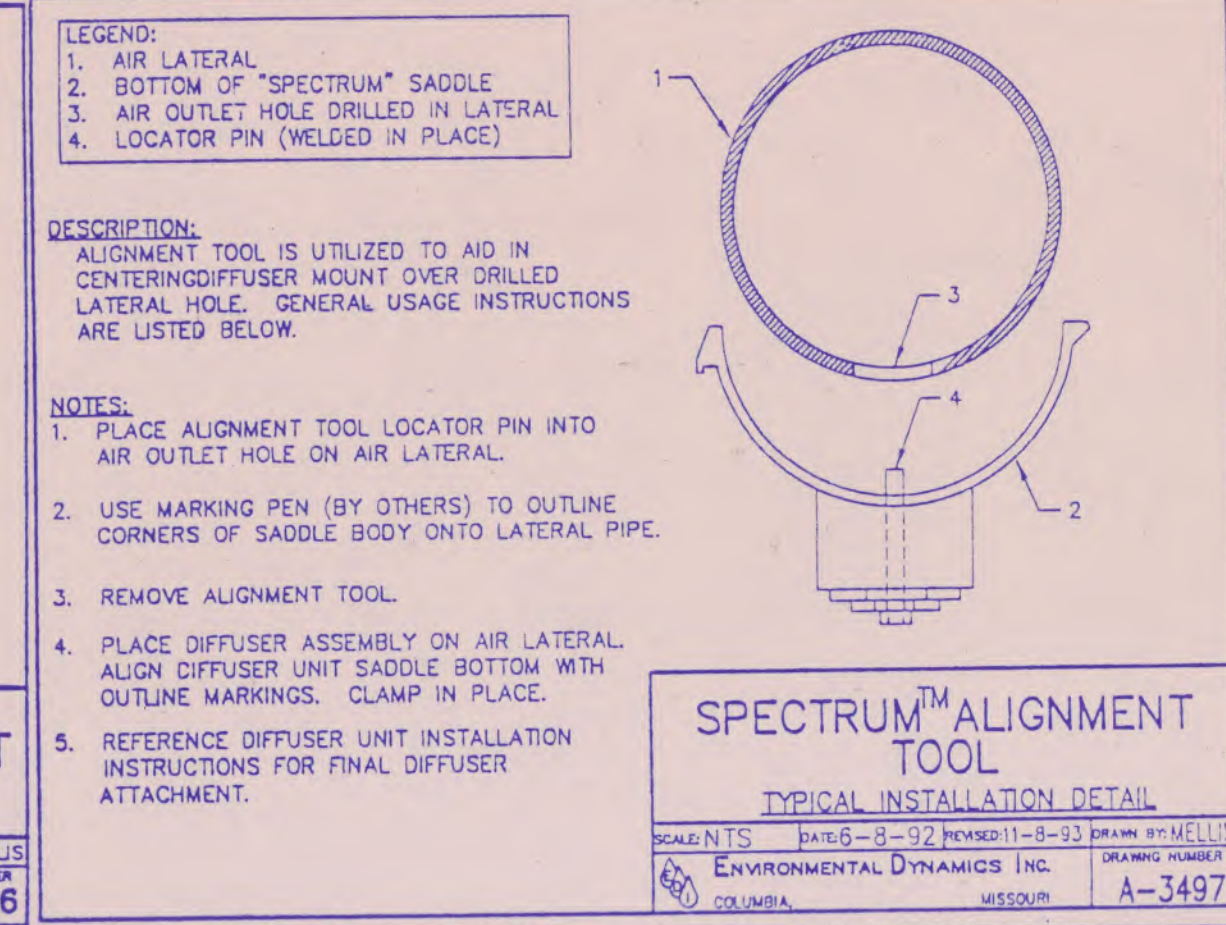
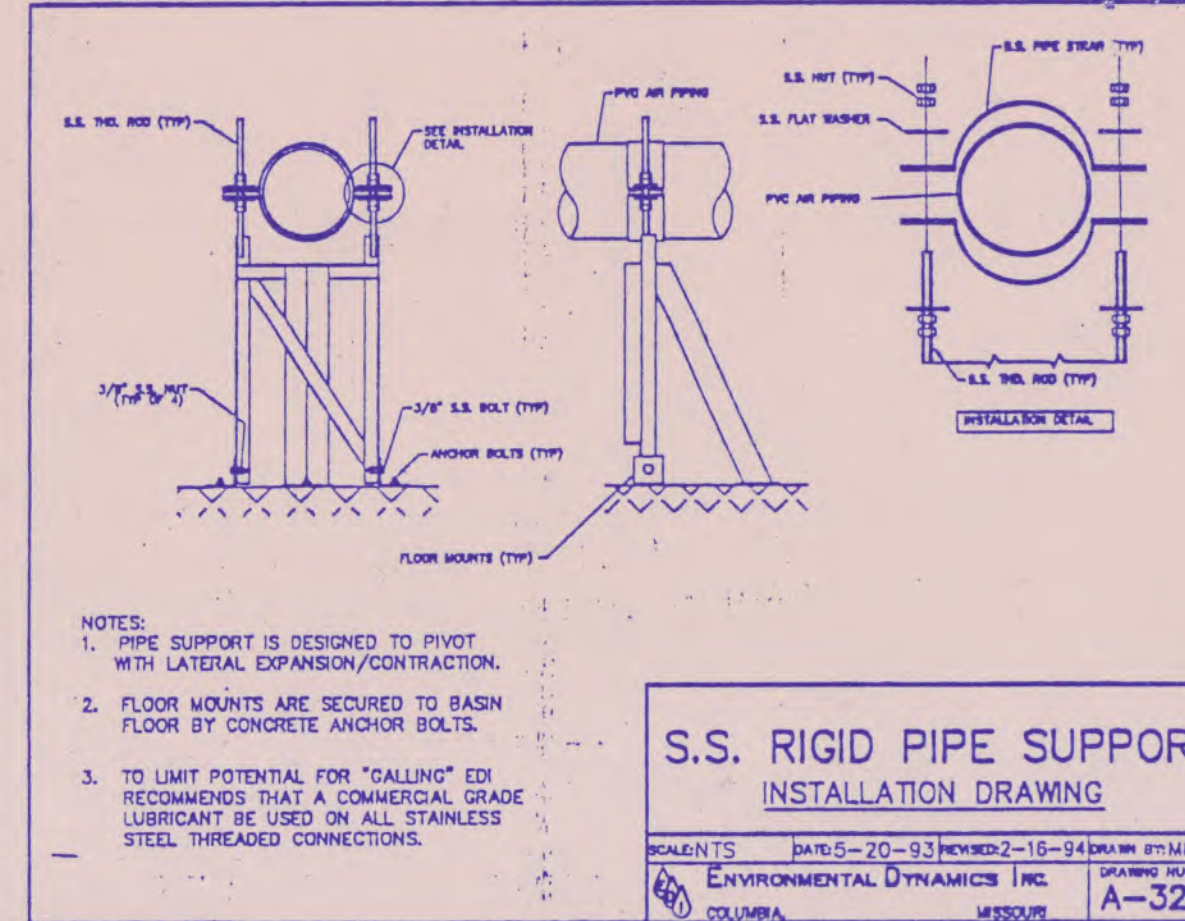
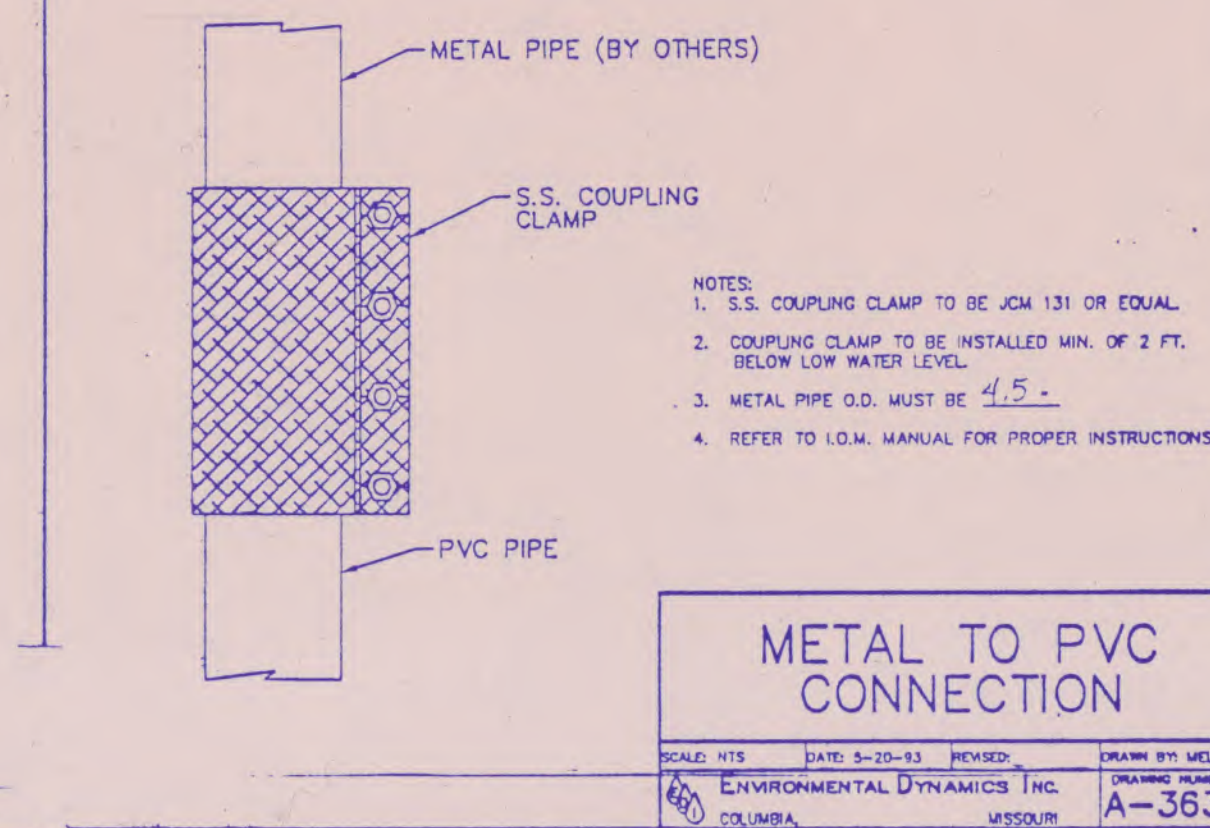
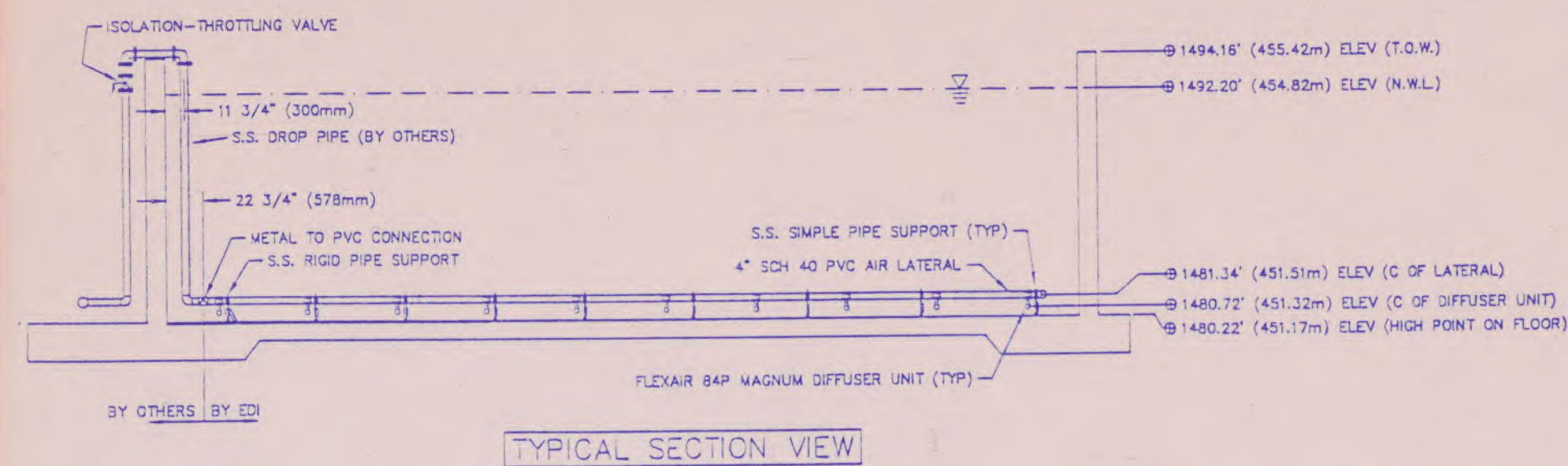
- NOTES FOR CELLS 1&2:
1. AERATION-MIXING BY EDI FLEXAIR 44F MAGNUM UNITS.
 2. LIQUID DEPTH IS 9.8' (3.0m).
 3. AIR LATERALS ARE 3" PE DR-17.
 4. CELL-1= 14 FLEXAIR 44F MAGNUM UNITS
CELL-2= 7 FLEXAIR 44F MAGNUM UNITS
TOTAL = 21 FLEXAIR 44F MAGNUM UNITS.
 5. FEEDER AIRLINES ARE 1-1/4" EPDM
 6. BALLAST USES CONCRETE @ 145#/CU FT. DENSITY.

NAKUSP, B.C.
EDI PROPOSED FLEXAIR™ AERATION-MIXING SYSTEM

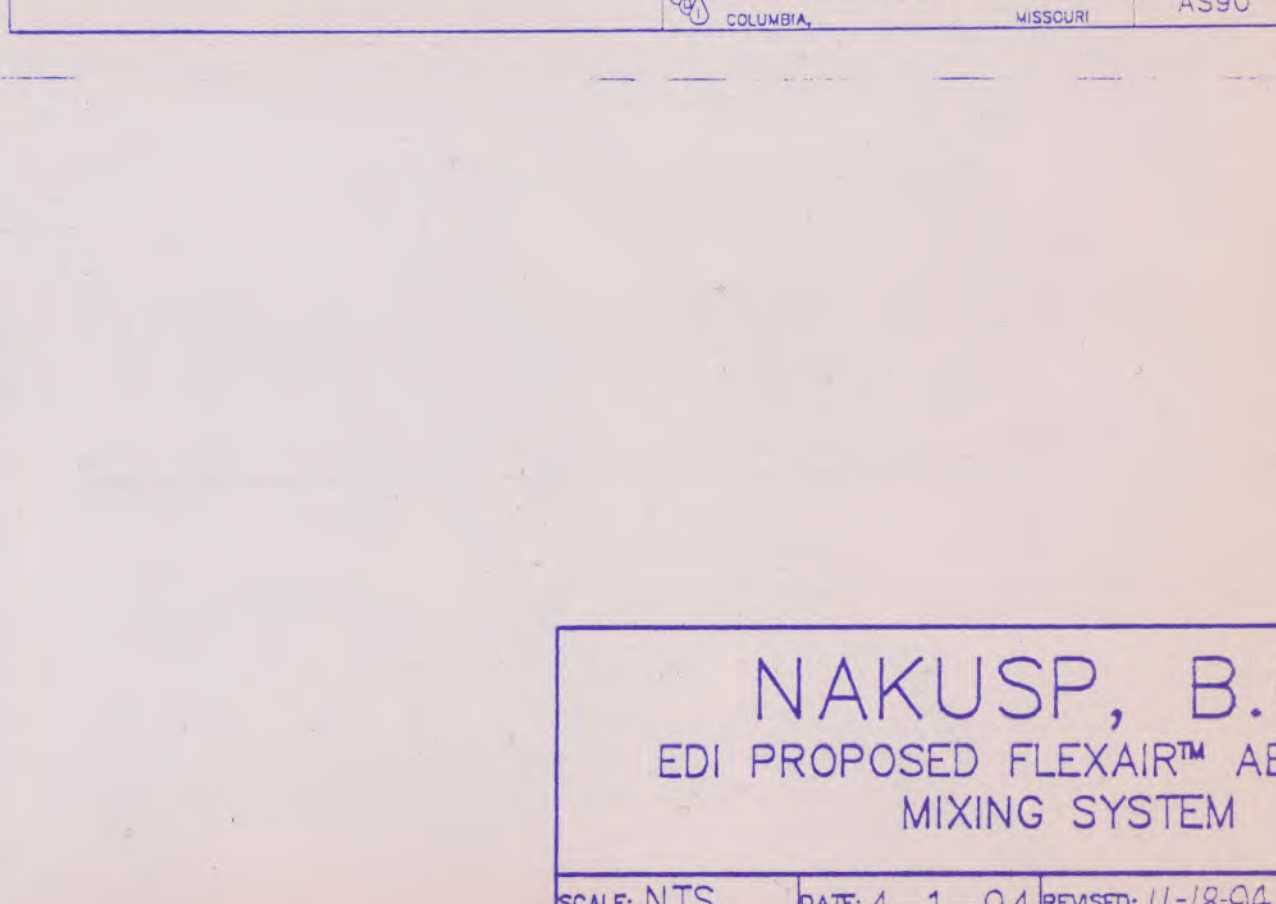
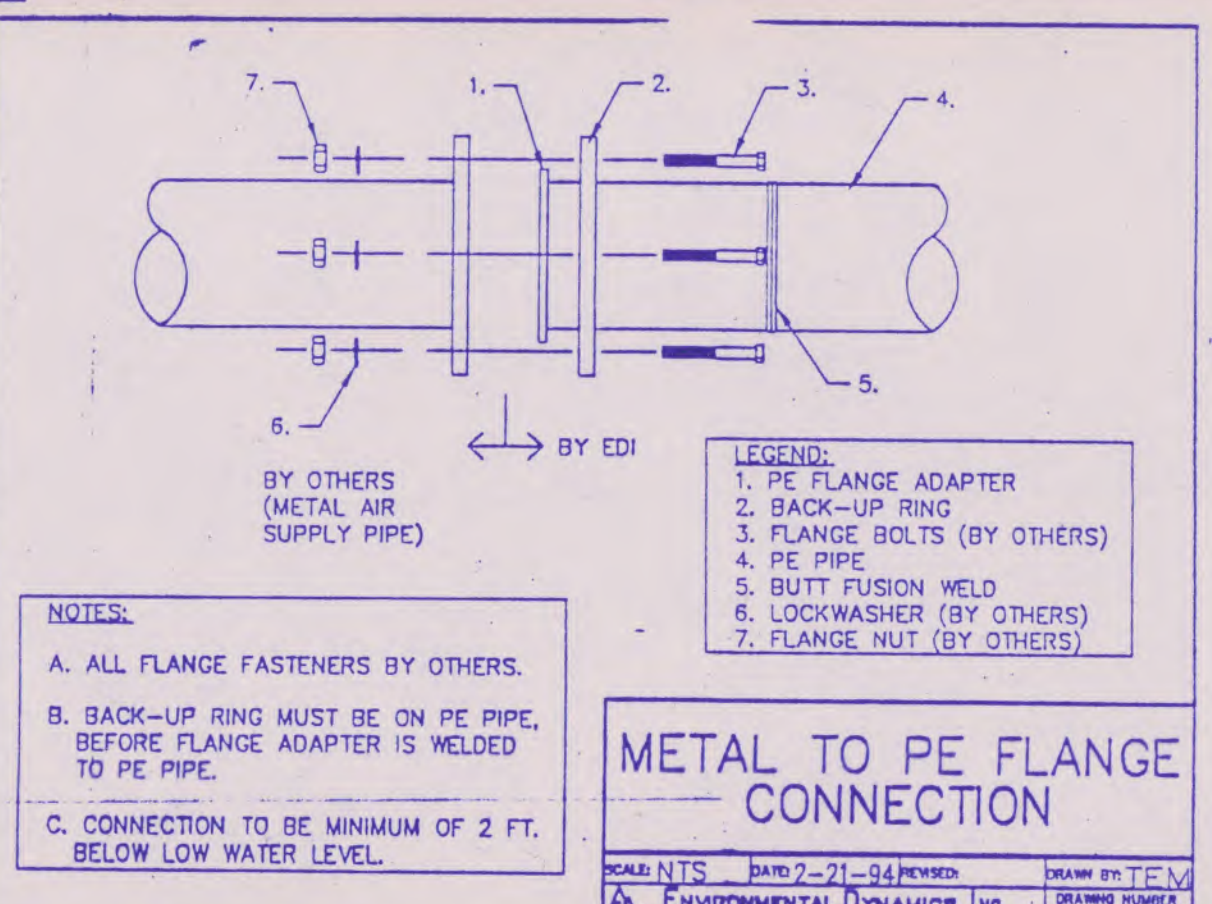
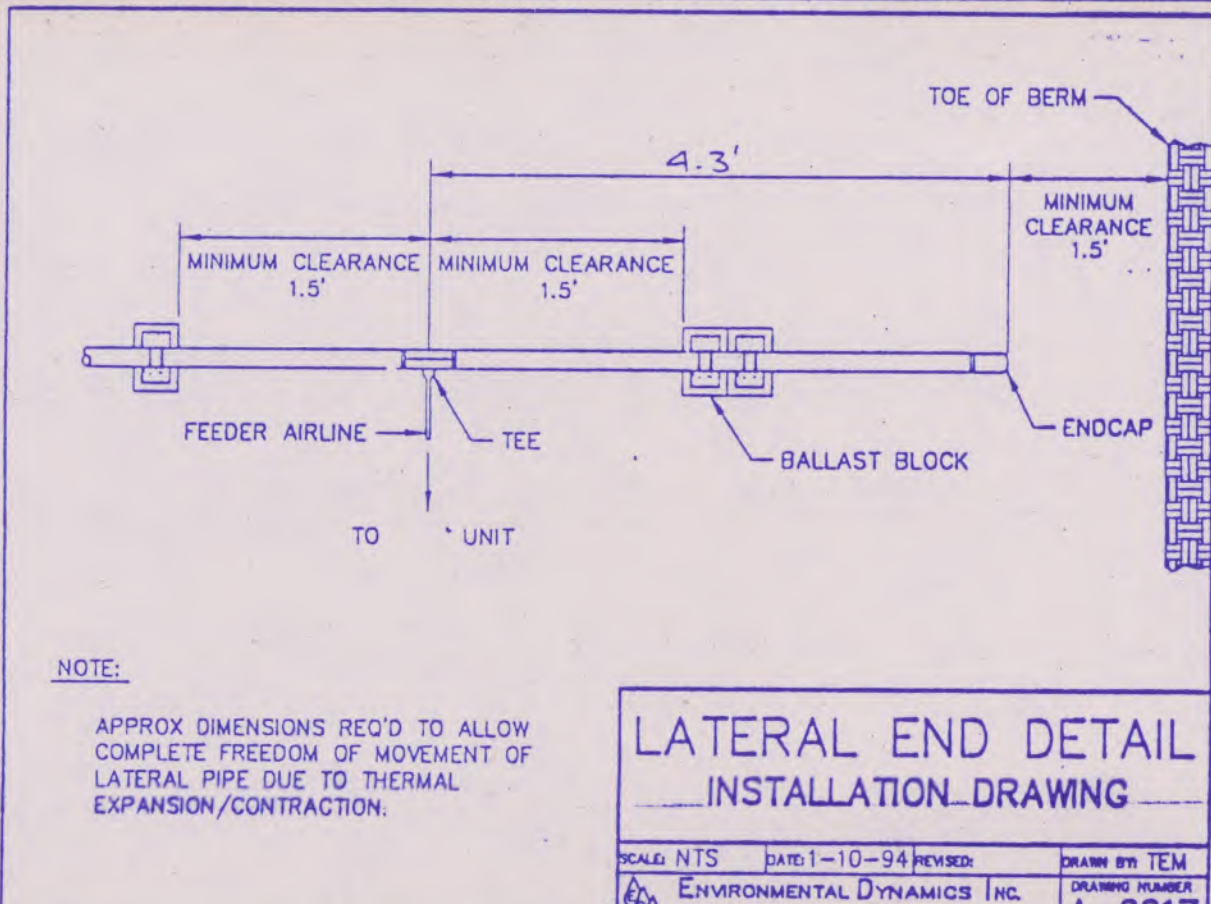
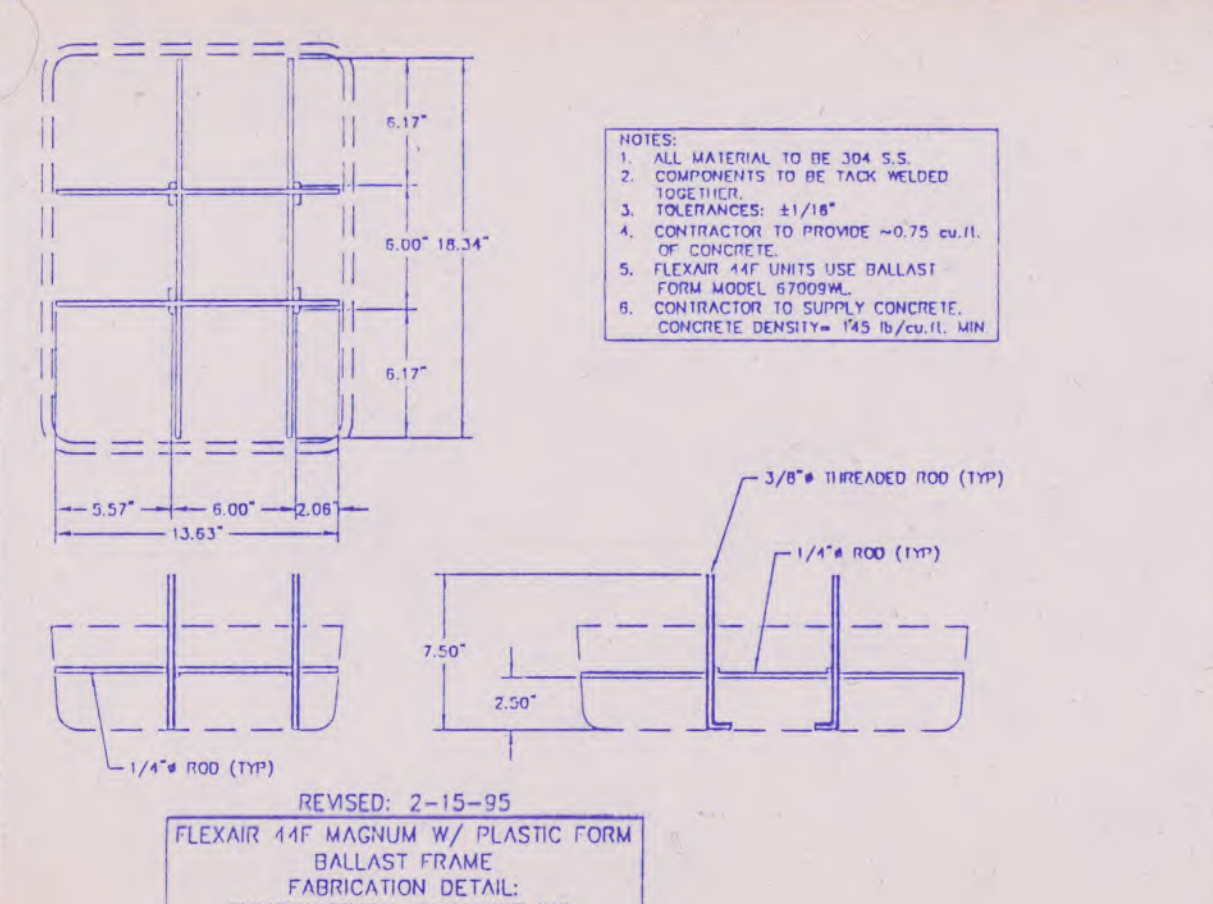
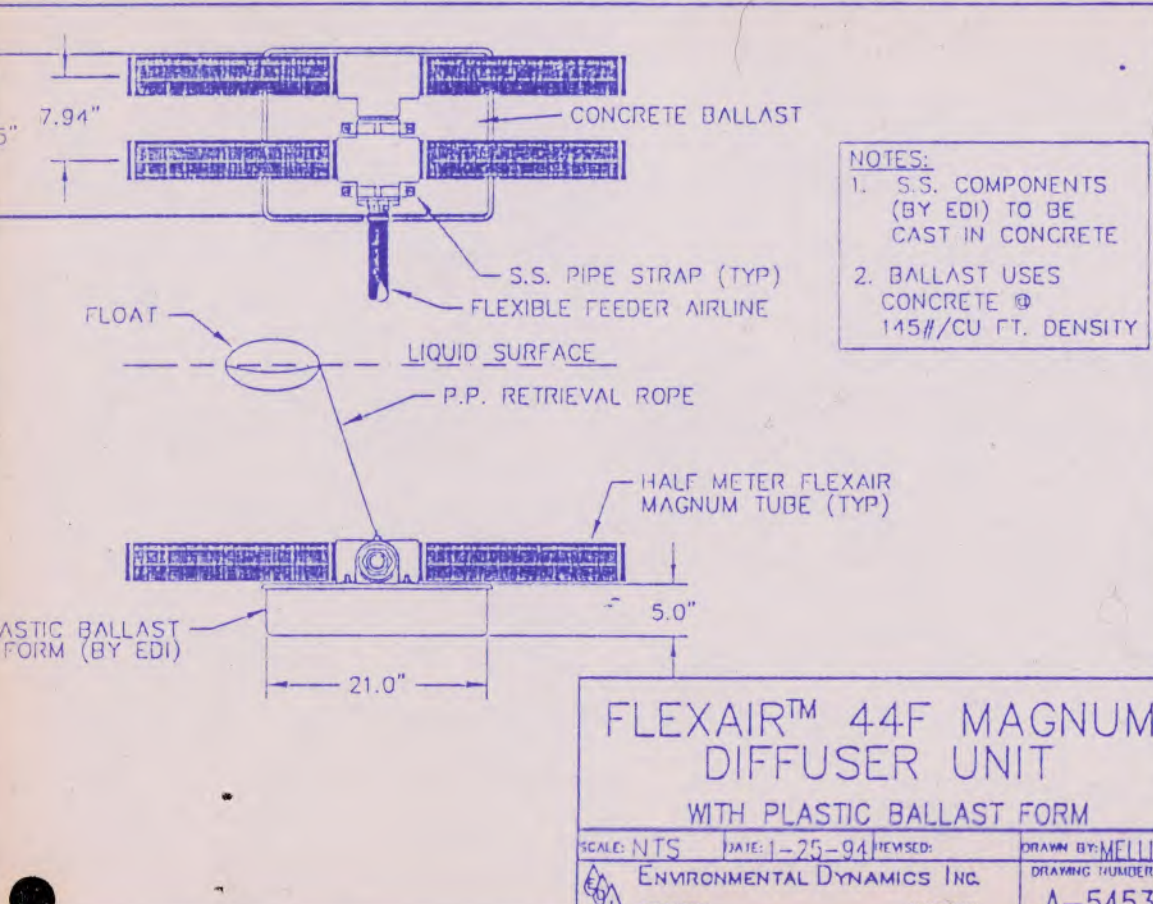
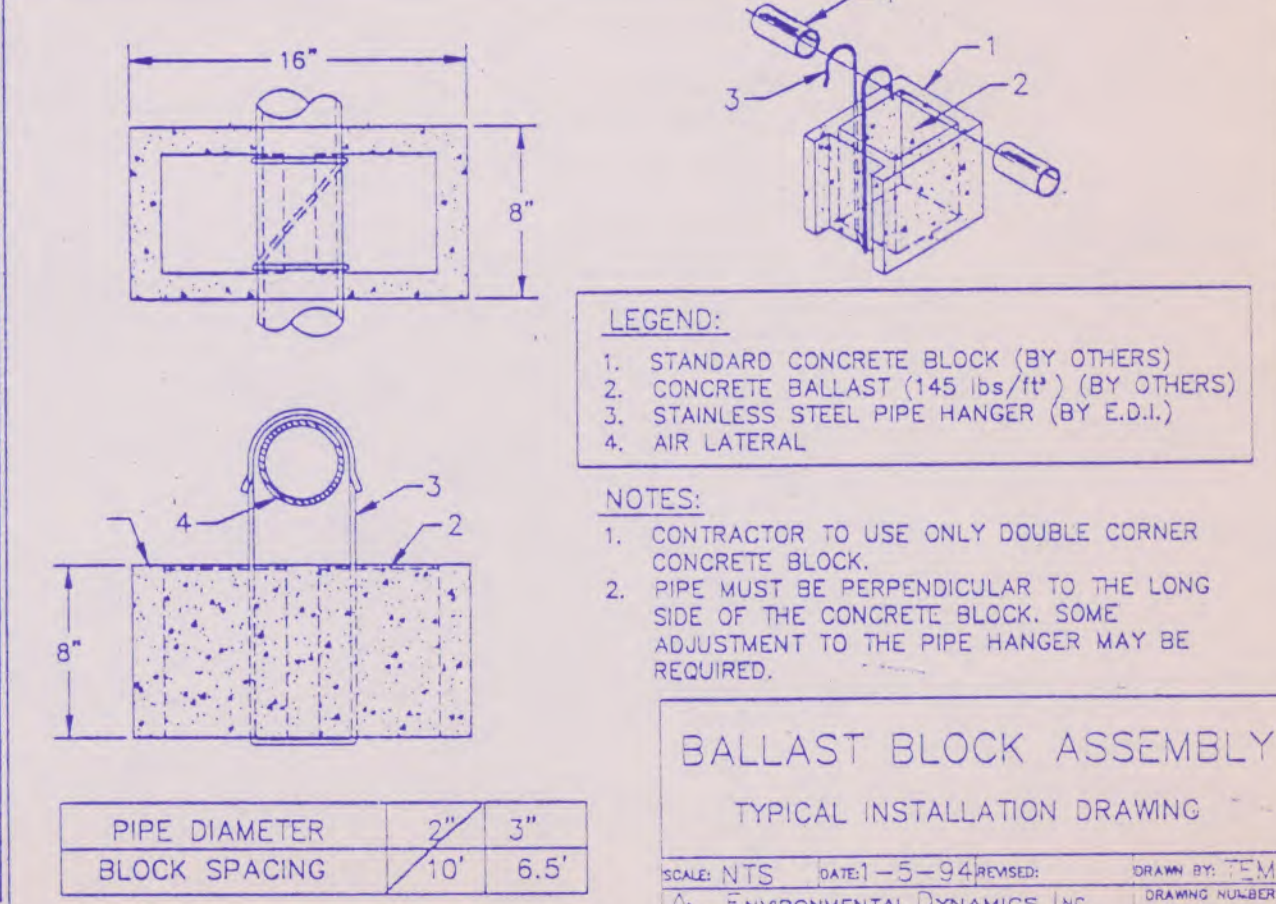
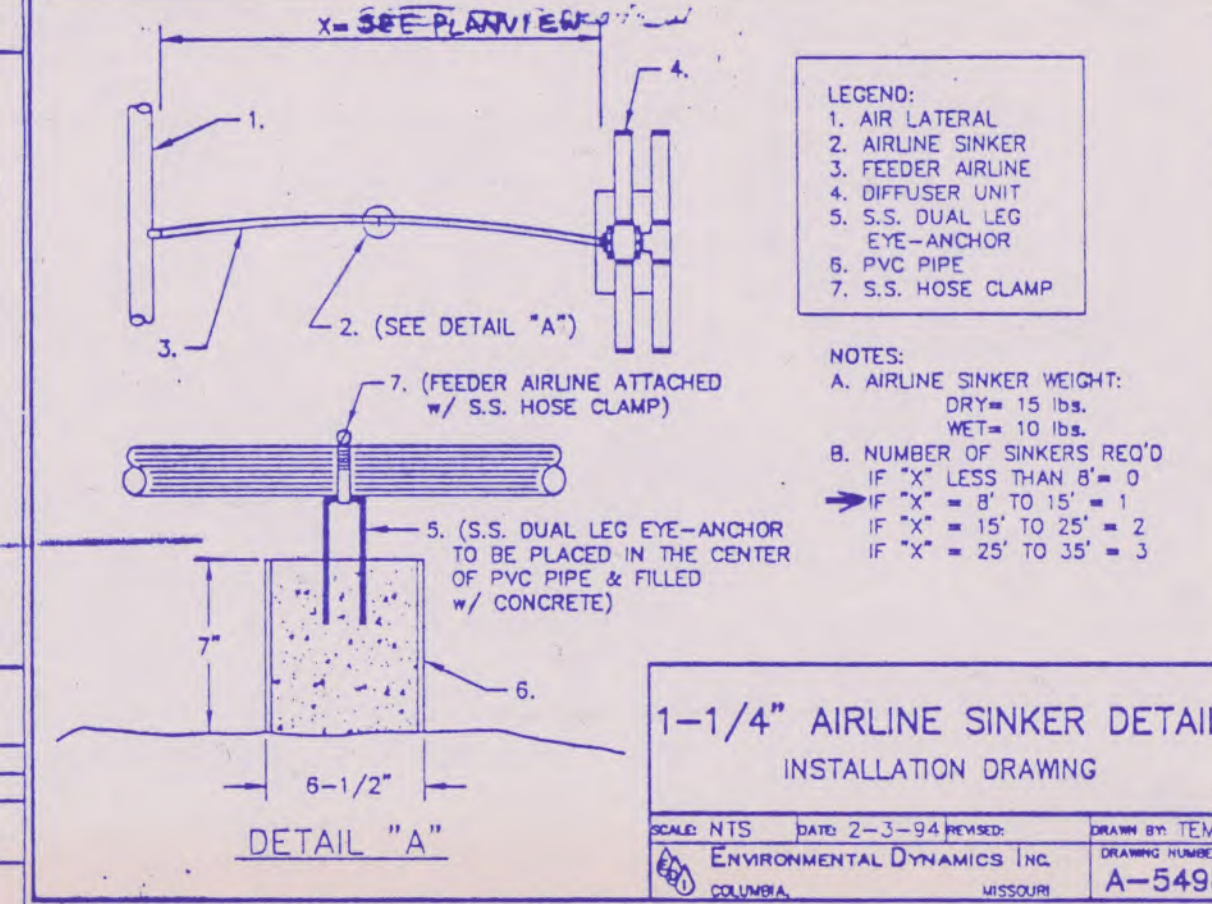
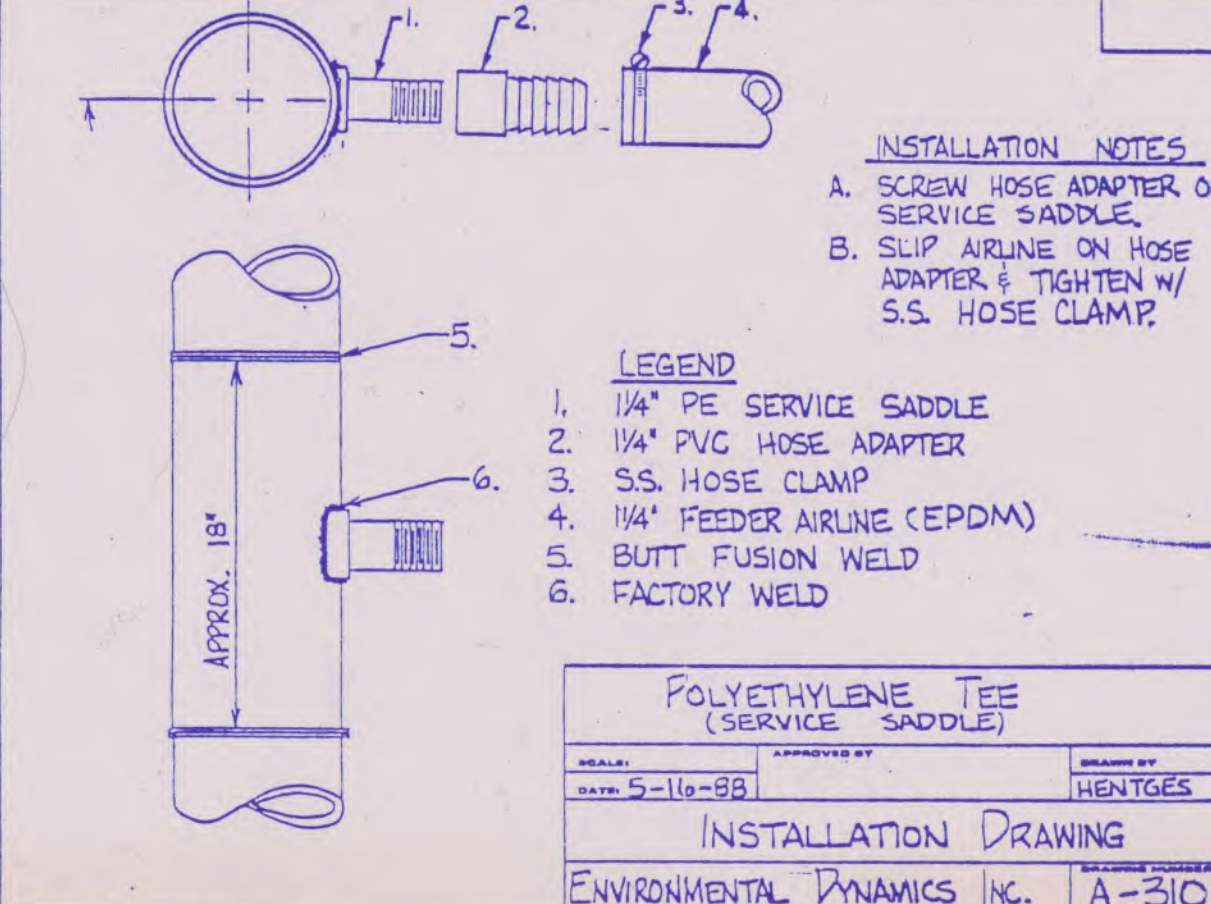
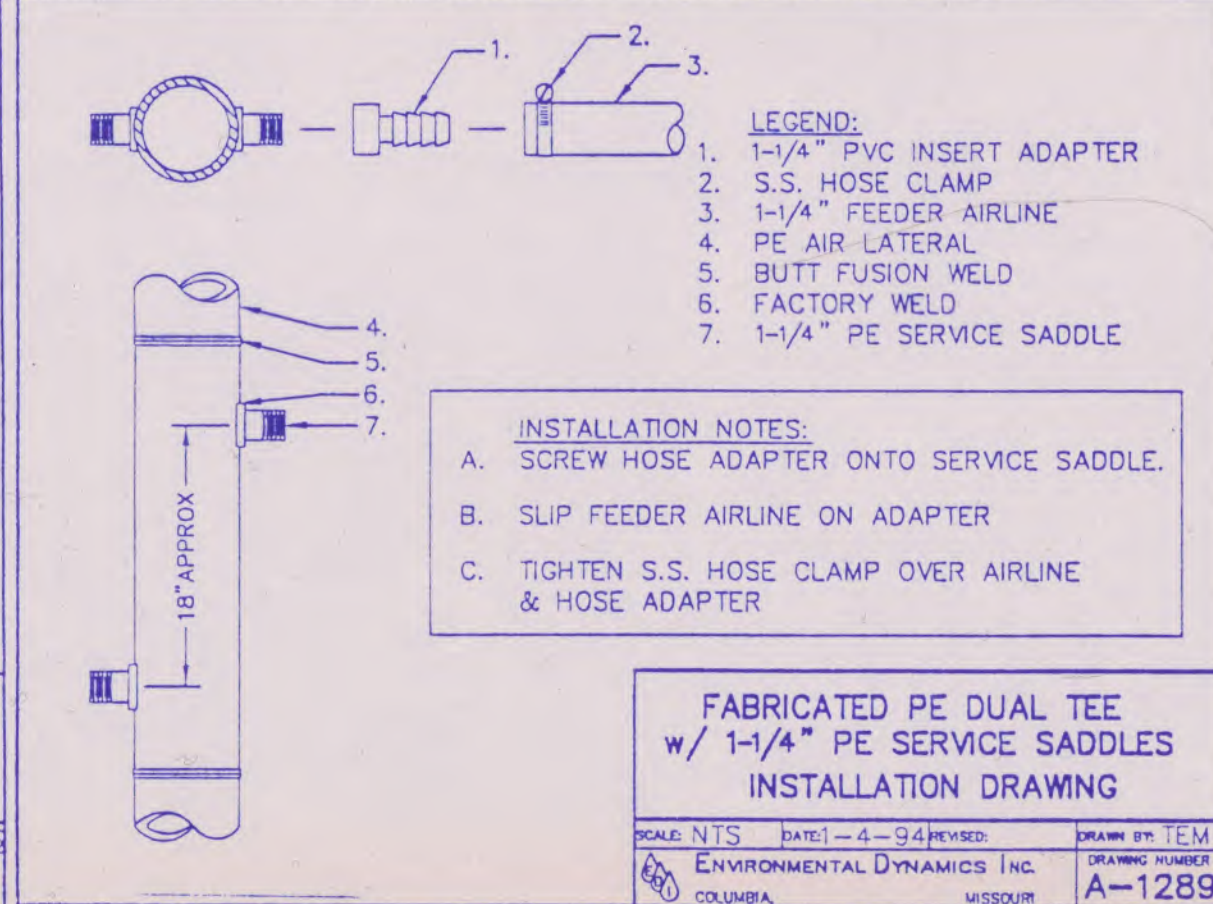
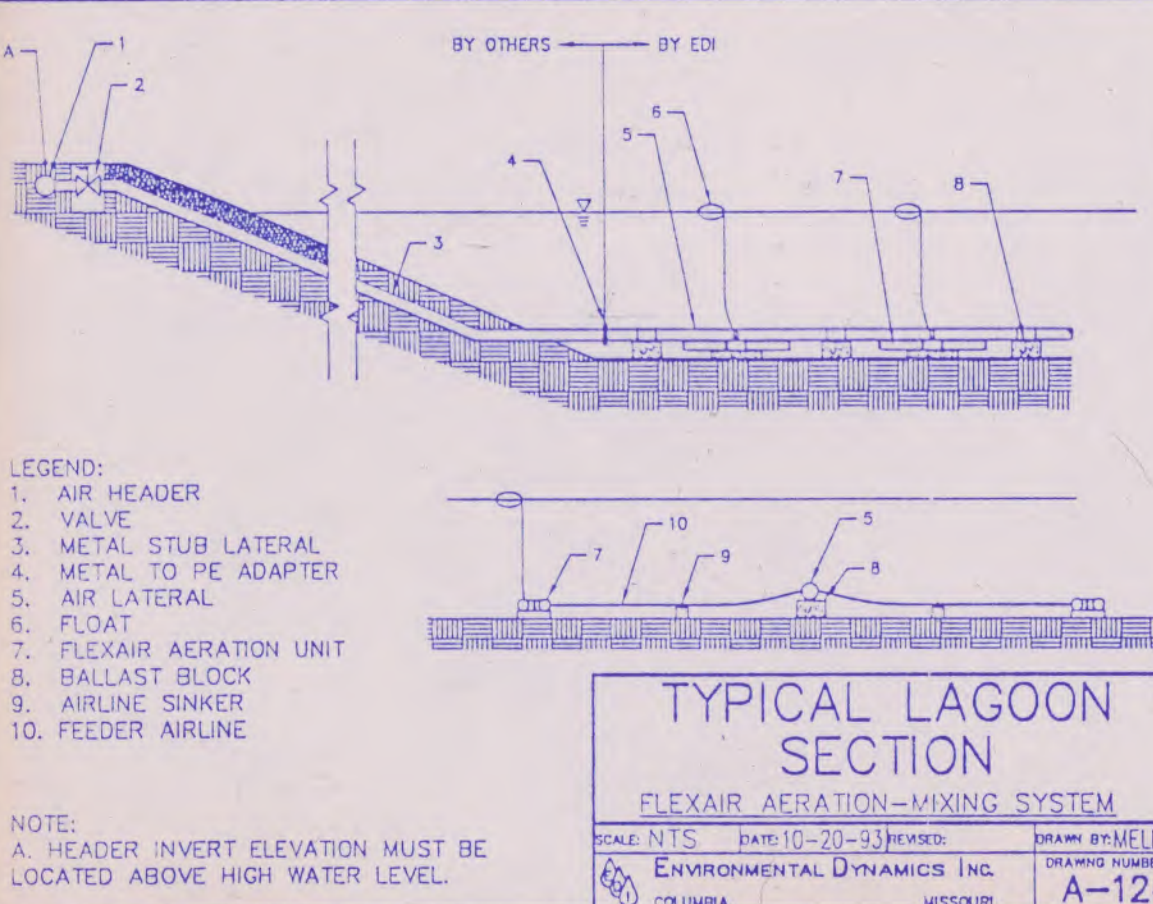
SCALE: 1/16"=1' DATE: 4-1-94 REV: 3-8-95 DRAWN BY: TEM
ENVIRONMENTAL DYNAMICS INC. DRAWING NUMBER
COLUMBIA, MISSOURI D-5638

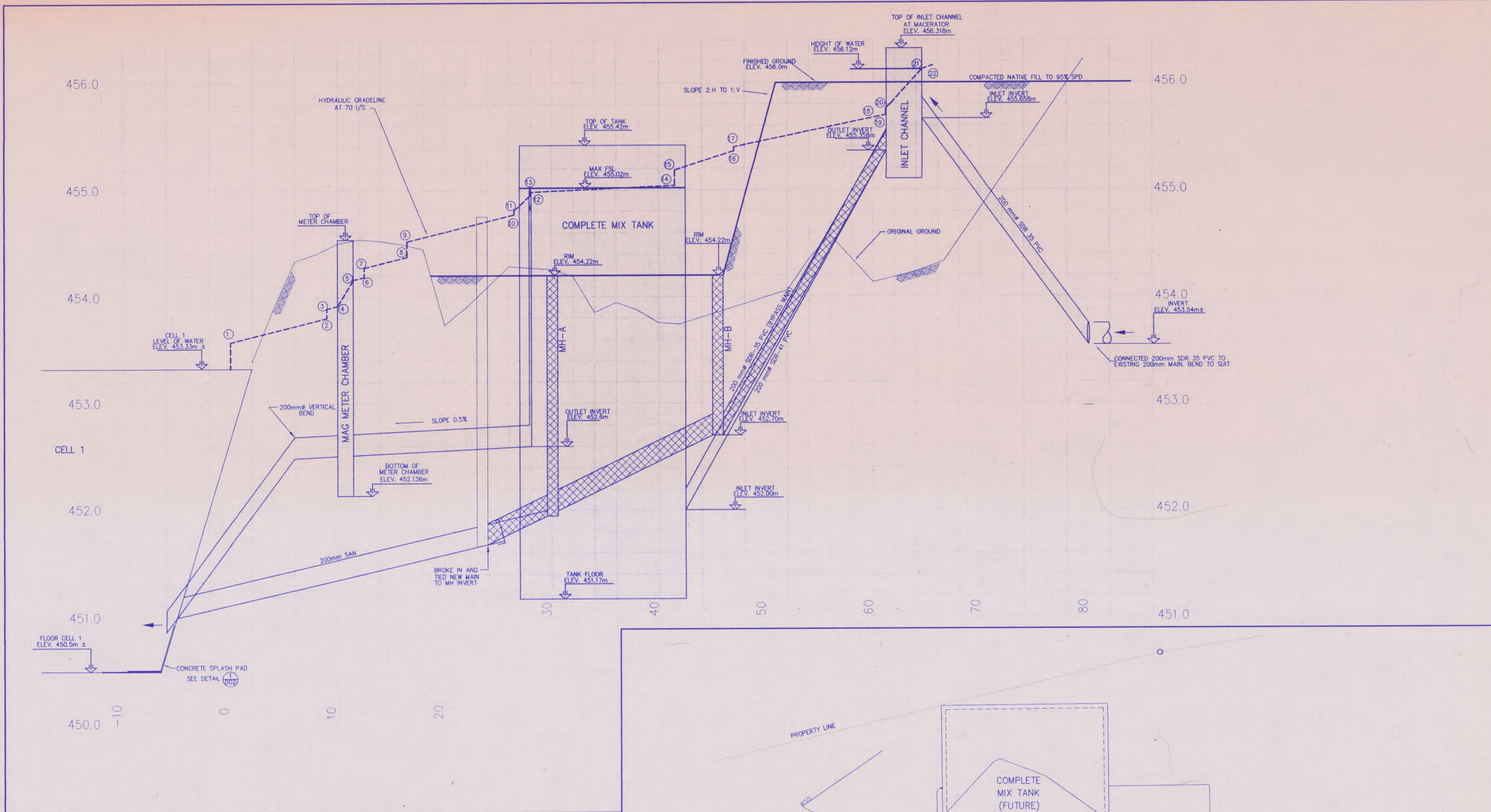
SEE DWG. # D-5647 FOR DETAILS

COMPLETE MIX CELL DETAIL

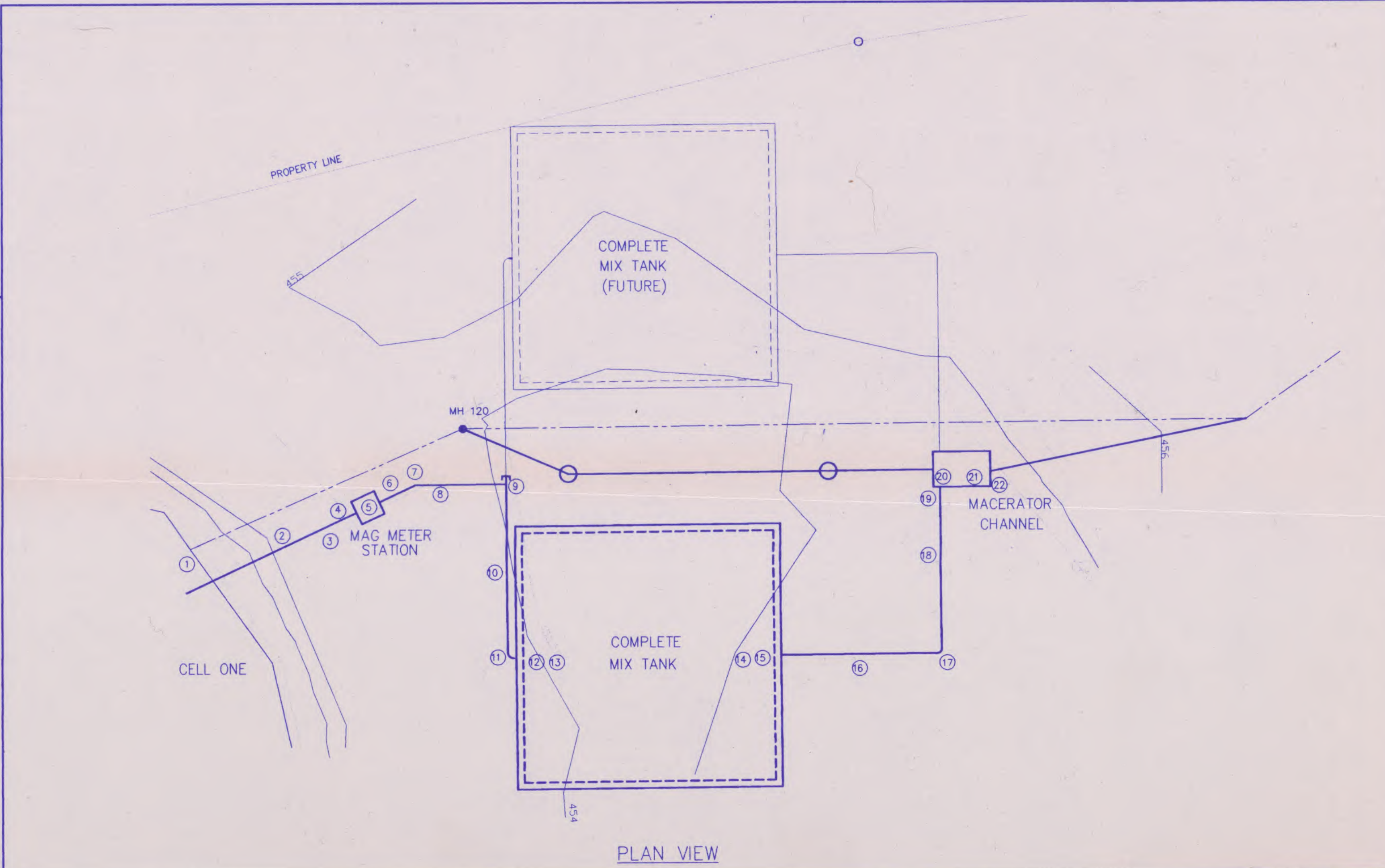


CELL-1 & 2 DETAILS





| HYDRAULIC PROFILE @ 70 l/s | | | |
|----------------------------|-------------------------------|-----------------------|-----------------------|
| NUMBER | HEAD LOSS DESCRIPTION | INDIVIDUAL LOSSES (m) | CUMULATIVE LOSSES (m) |
| 1 | EXIT AT CELL ONE | 0.248 | 0.248 |
| 2 | PIPE (CELL ONE TO TEE) | 0.225 | 0.473 |
| 3 | TEE + GATE VALVE | 0.088 | 0.561 |
| 4 | PIPE (GATE VALVE TO MAG) | 0.025 | 0.586 |
| 5 | MAG METER | 0.247 | 0.833 |
| 6 | PIPE (MAG TO GATE VALVE) | 0.025 | 0.858 |
| 7 | GATE VALVE + TEE | 0.088 | 0.946 |
| 8 | PIPE (TEE TO TEE) | 0.010 | 1.046 |
| 9 | TEE | 0.144 | 1.190 |
| 10 | PIPE (TEE TO ELBOW) | 0.250 | 1.440 |
| 11 | ELBOW | 0.037 | 1.477 |
| 12 | TEE | 0.144 | 1.621 |
| 13 | ENTRANCE AT TEE | 0.031 | 1.652 |
| 14 | EXIT FROM TEE | 0.062 | 1.714 |
| 15 | TEE | 0.144 | 1.858 |
| 16 | PIPE (TEE TO ELBOW) | 0.175 | 2.033 |
| 17 | ELBOW | 0.037 | 2.070 |
| 18 | PIPE (ELBOW TO INLET CHANNEL) | 0.300 | 2.370 |
| 19 | ENTRANCE FROM CHANNEL | 0.062 | 2.432 |
| 20 | 90° BEND IN CHANNEL | 0.037 | 2.469 |
| 21 | MACERATOR | 0.330 | 2.799 |
| 22 | EXIT INTO CHANNEL | 0.036 | 2.835 |



ISSUES

| No. | DESCRIPTION | DATE |
|-----|------------------|-------------|
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
| 6 | | |
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| 8 | | |
| 9 | | |


REVISIONS

| DES | OWN | DATE | CHK |
|--------|-----|-----------|-----|
| KO/GJB | GJB | NOV, 1994 | |

SCALE

1:200 HORIZONTAL
1:20 VERTICAL

URBANSYSTEMS



SEWAGE
TREATMENT PLANT
UPGRADE

PIPE AND
HYDRAULIC PROFILES
CELL-1 TO MH-121

PROJECT No.

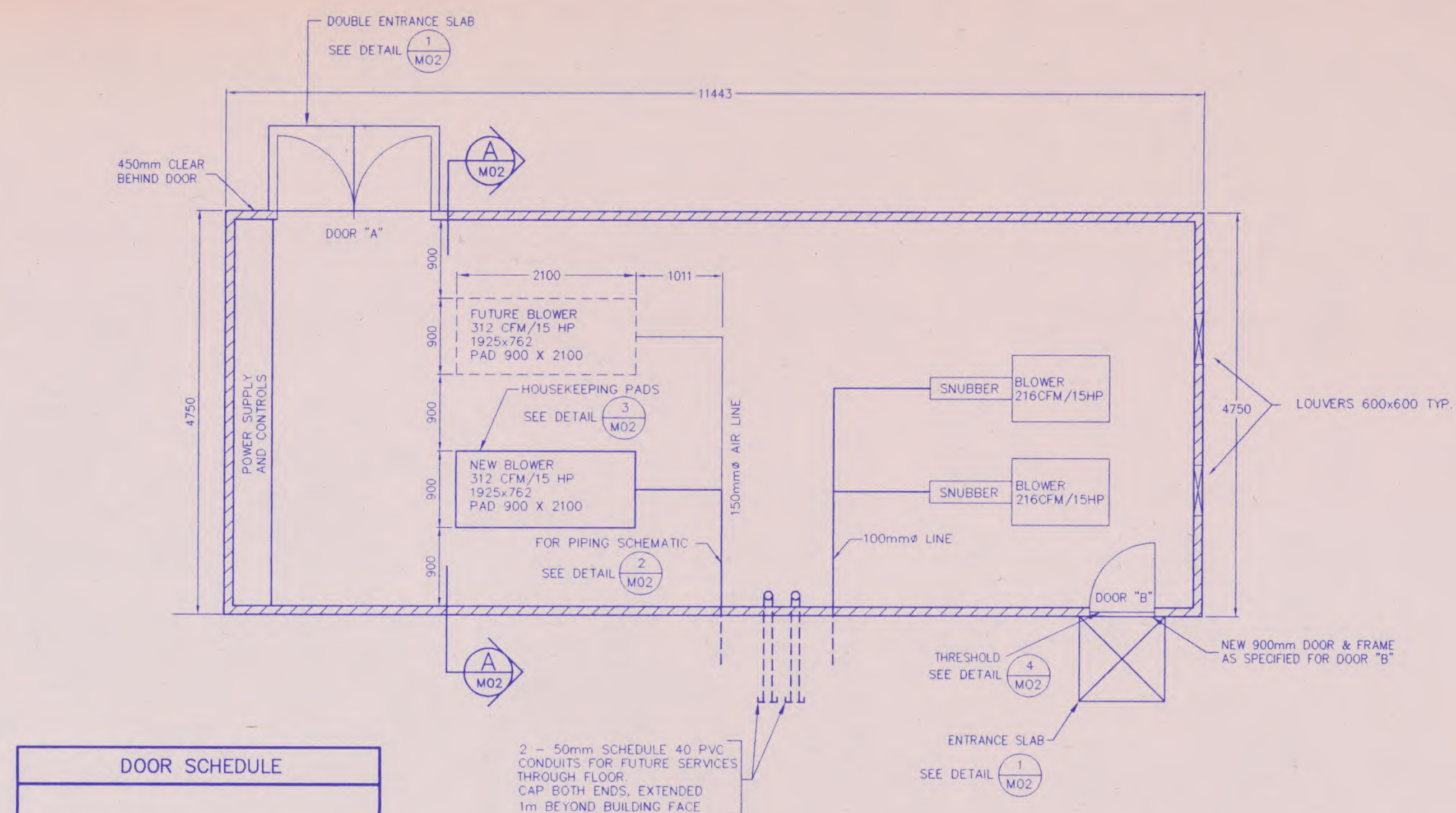
10931102

SHEET

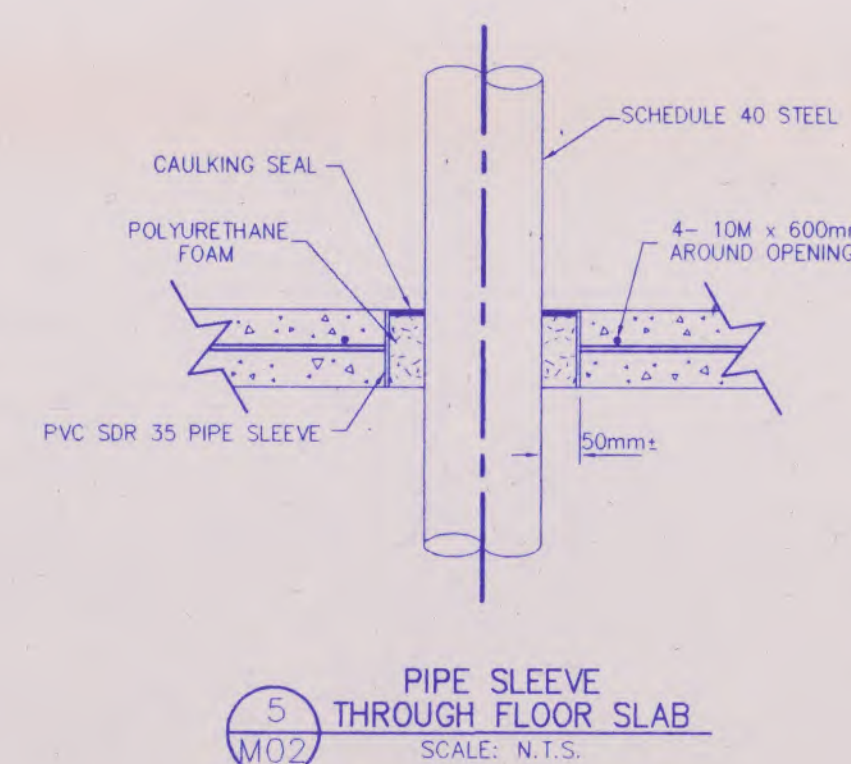
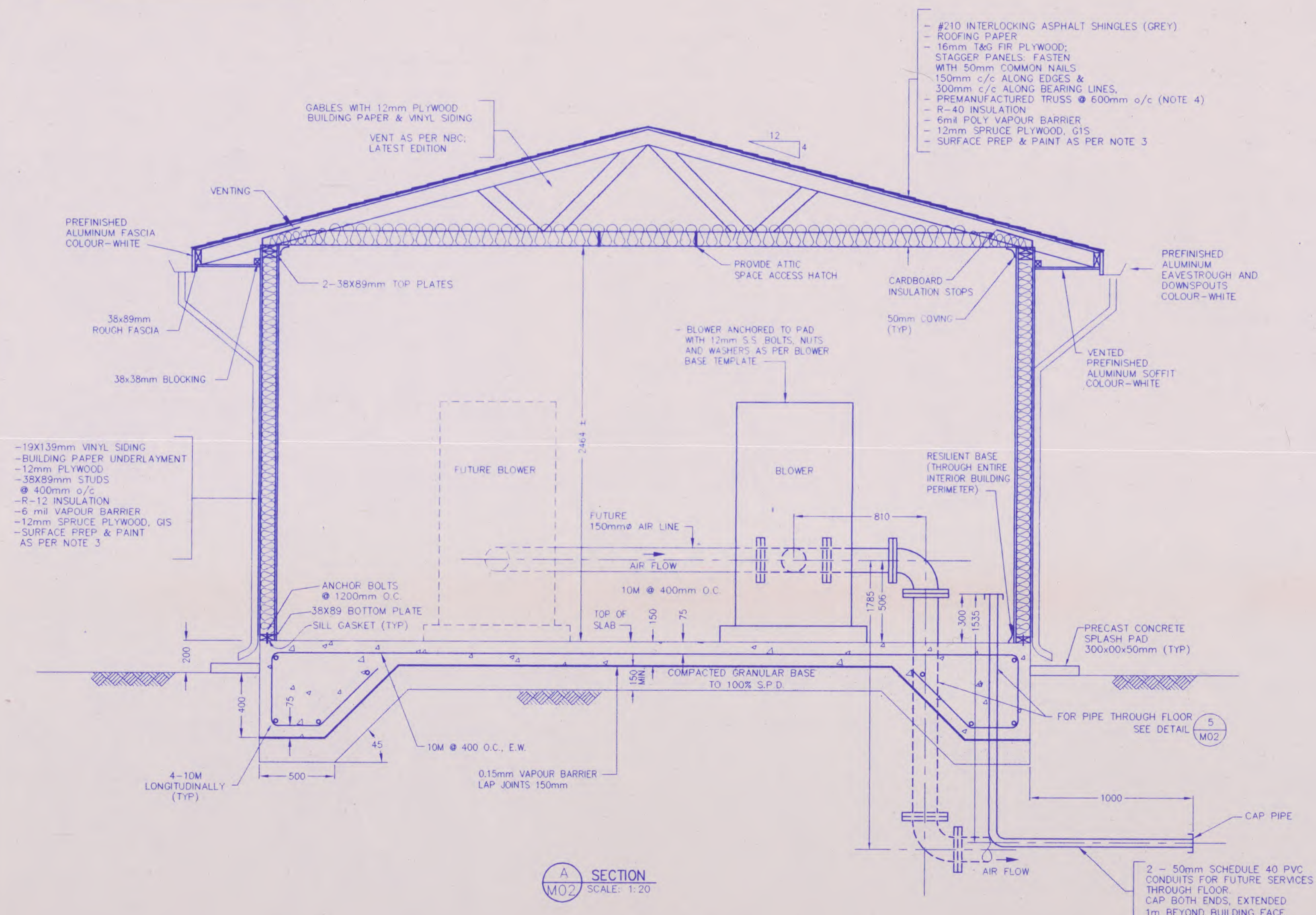
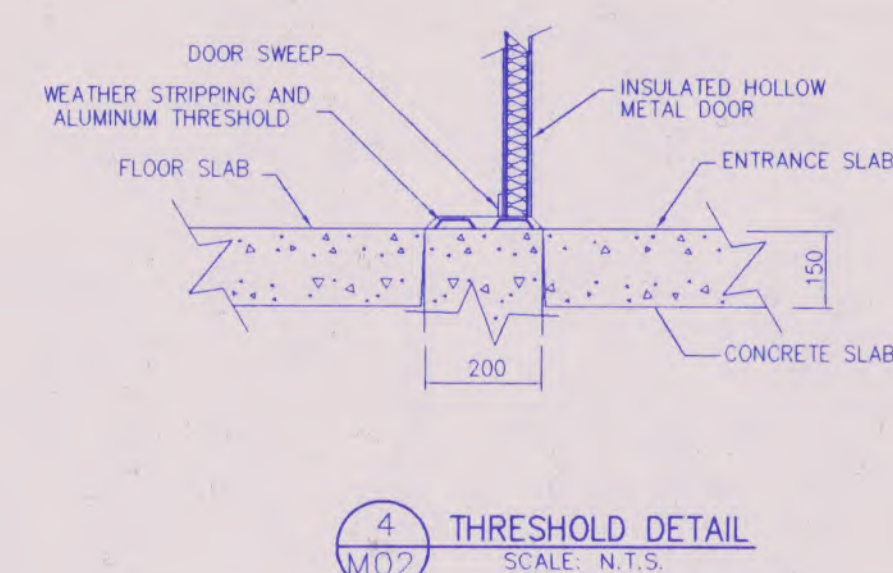
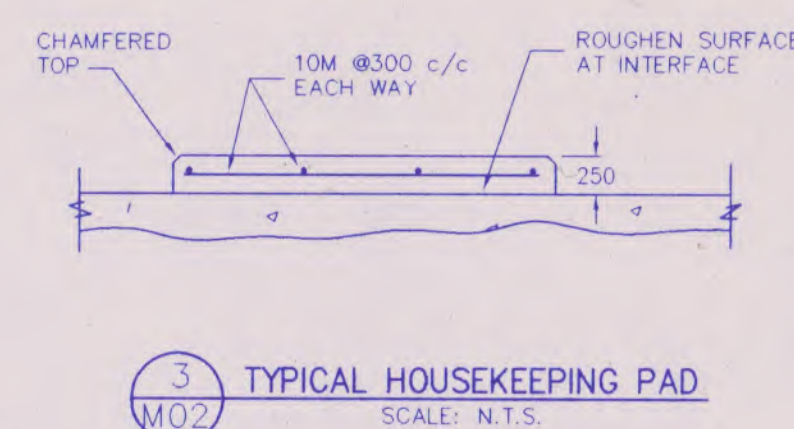
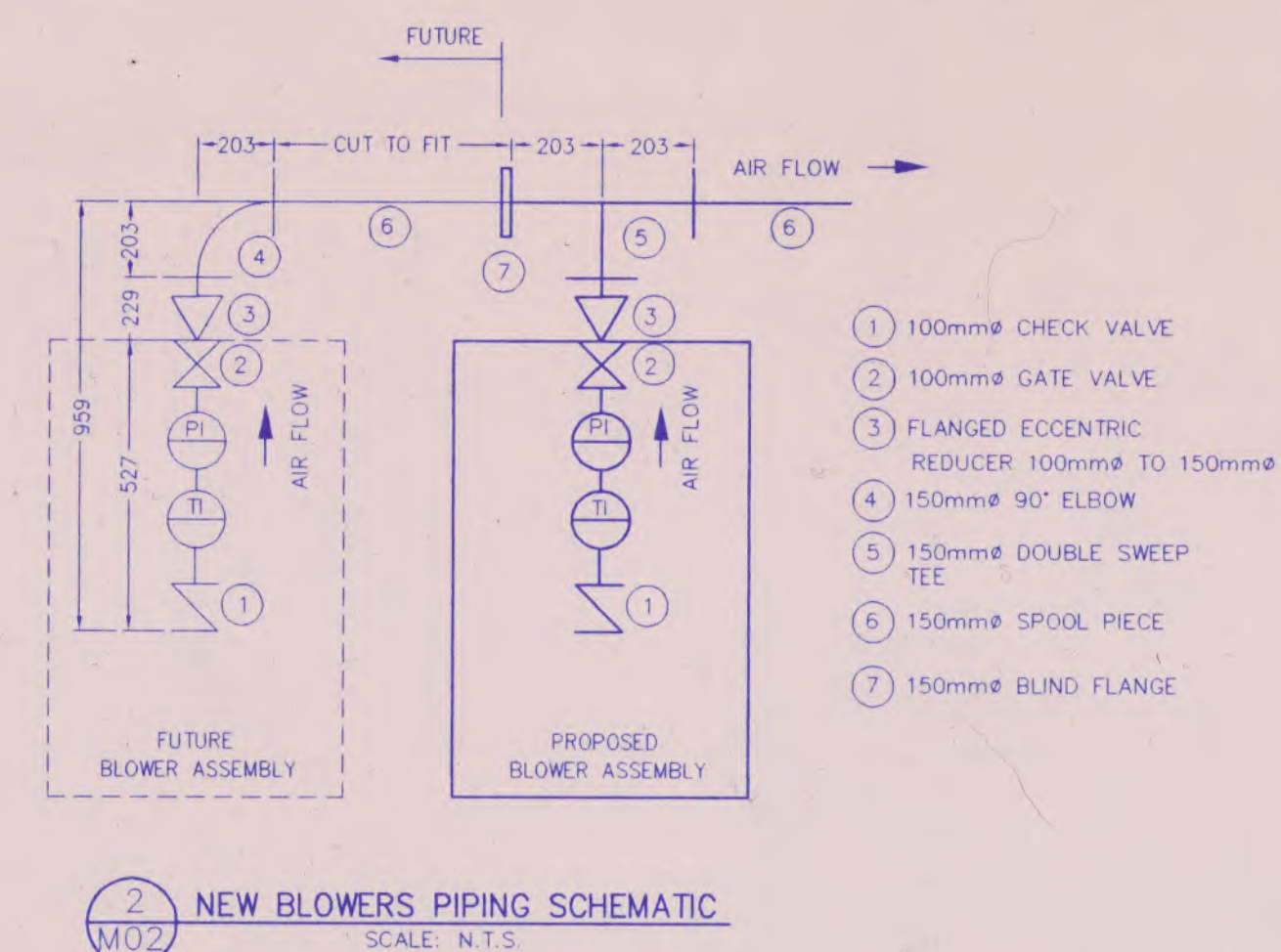
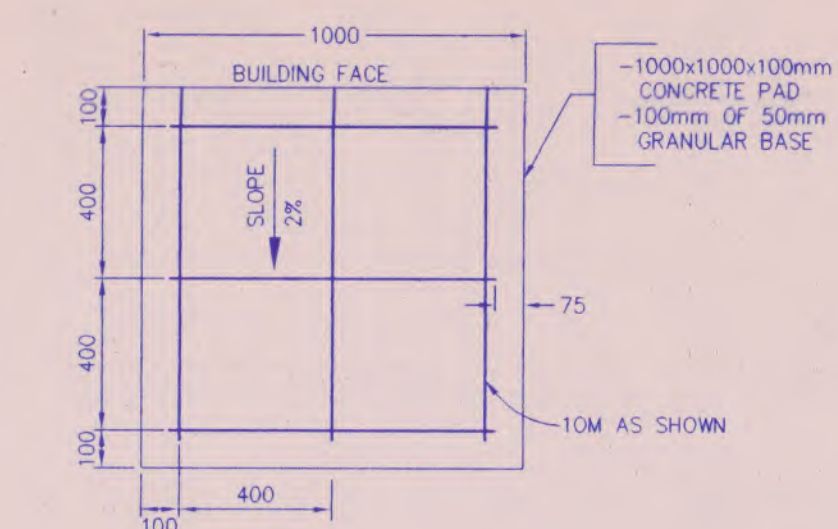
OF

DWG.#

A-1-M 01



| DOOR SCHEDULE | |
|---------------|---|
| <u>DOOR A</u> | PRESSED STEEL FRAME x HOLLOW METAL DOOR., 2pcs 900x2150mm |
| <u>DOOR B</u> | PRESSED STEEL FRAME x HOLLOW METAL DOOR., 1pcs 900x2150mm |



| ISSUES | | |
|--------|------------------|-------------|
| NO. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
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| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
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[illegible]

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|-----------|------|-------------|-----------|-------|
| No. | DATE | DESCRIPTION | BY | APP'D |
| REVISIONS | | | | |
| | | DES. | KO/GJB | |
| | | DWG. | GJB | |
| | | DATE | NOV, 1994 | |
| | | CHK. | | |

P. ENG. 11/11/11

SCALE 1:20



URBAN SYSTEMS



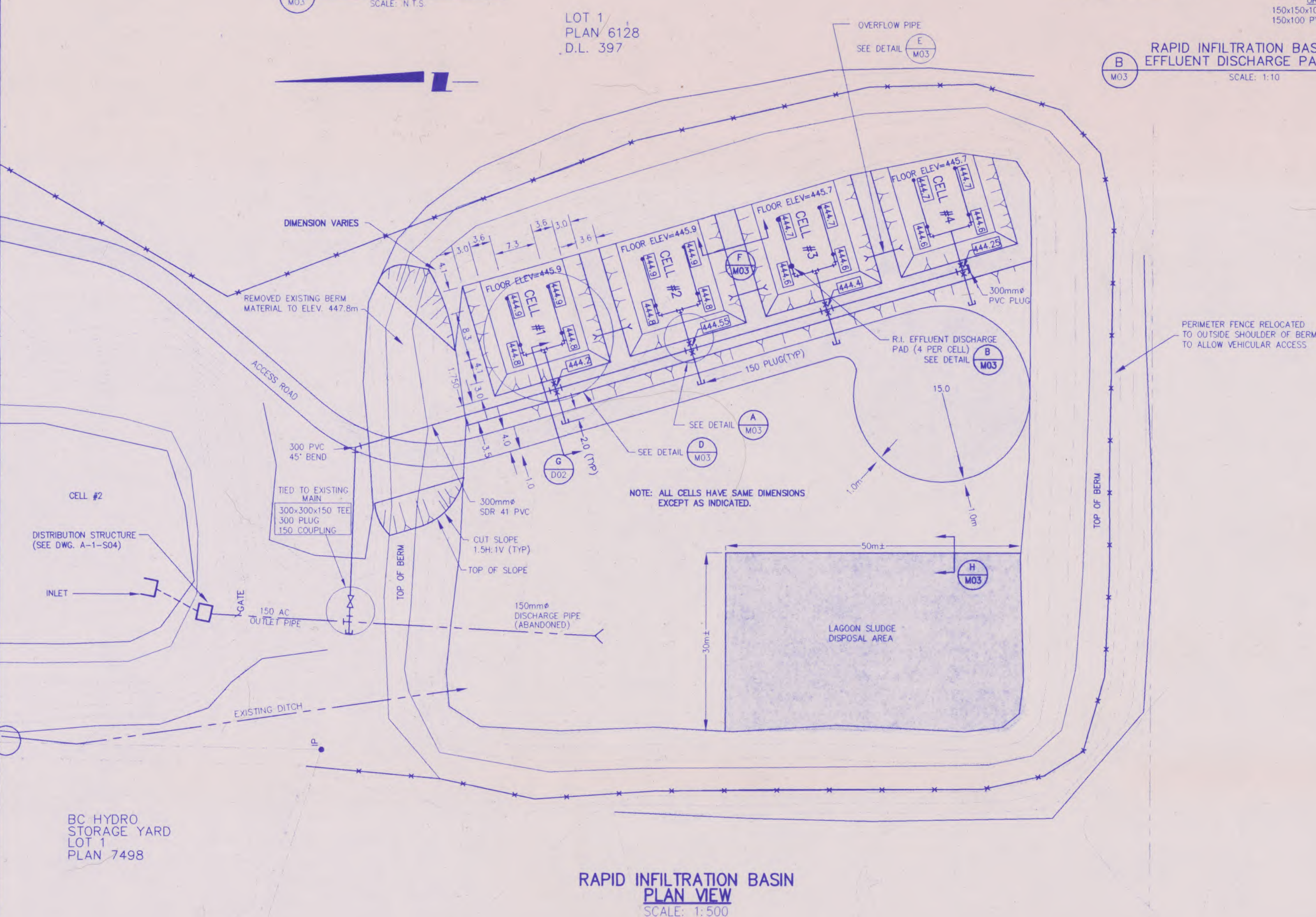
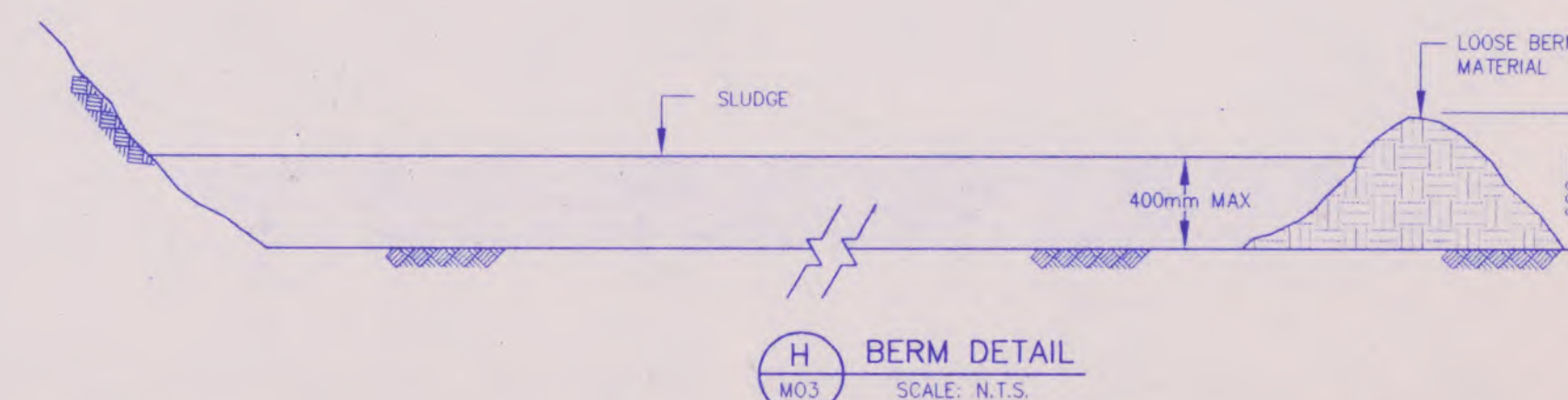
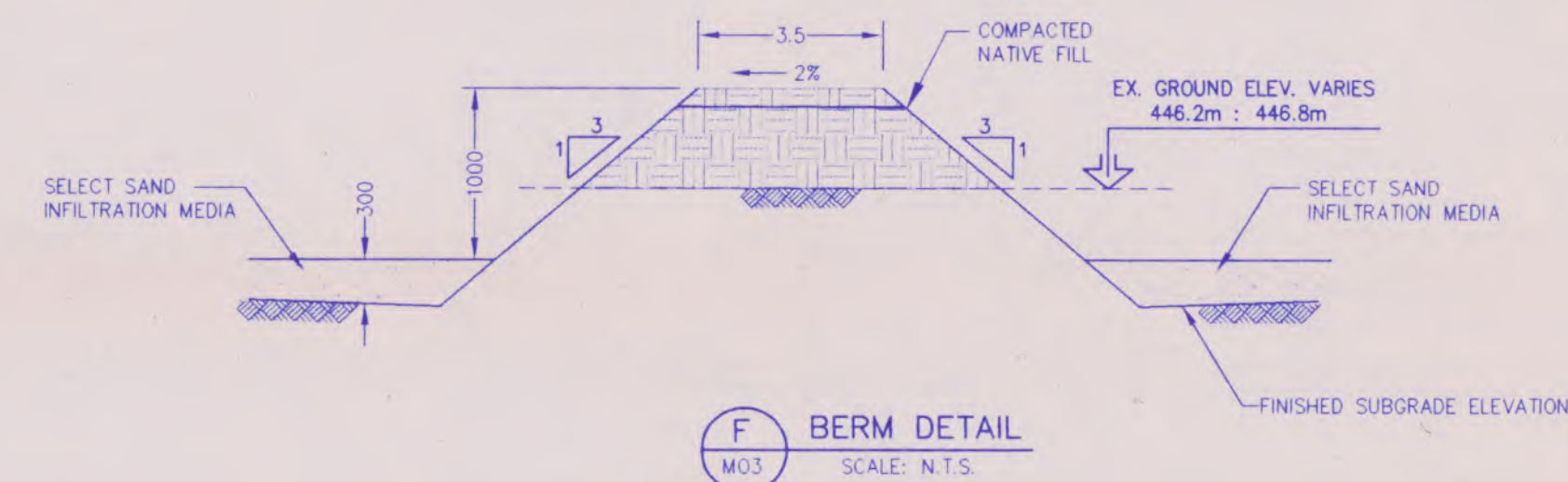
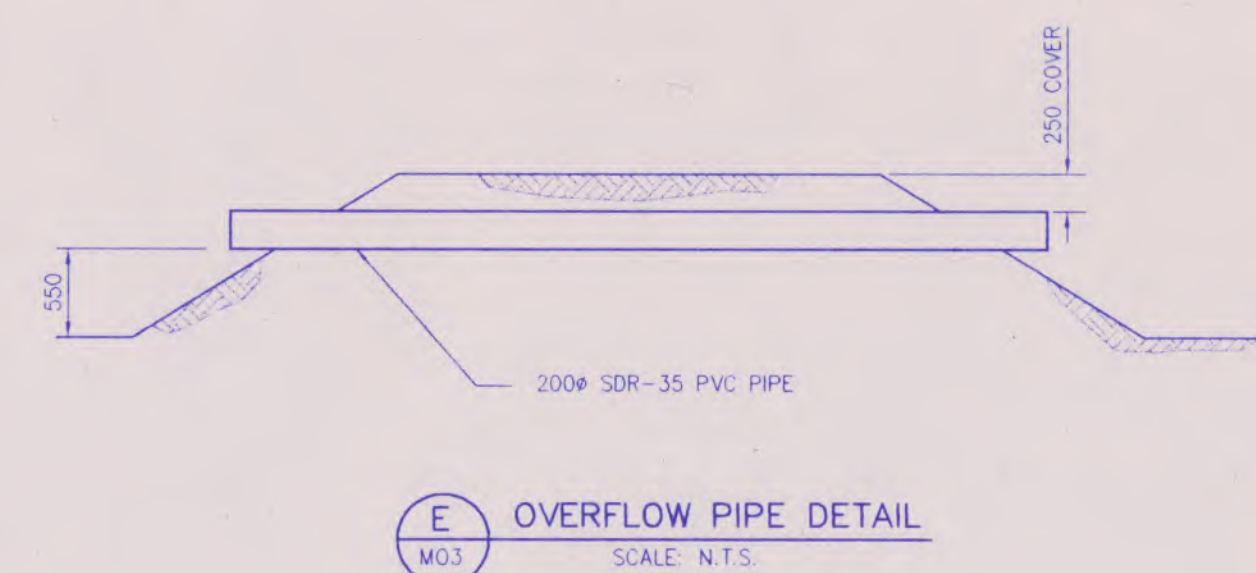
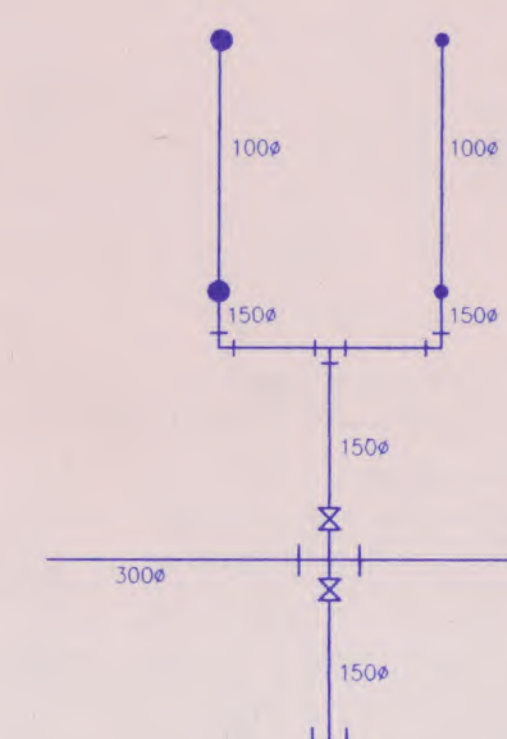
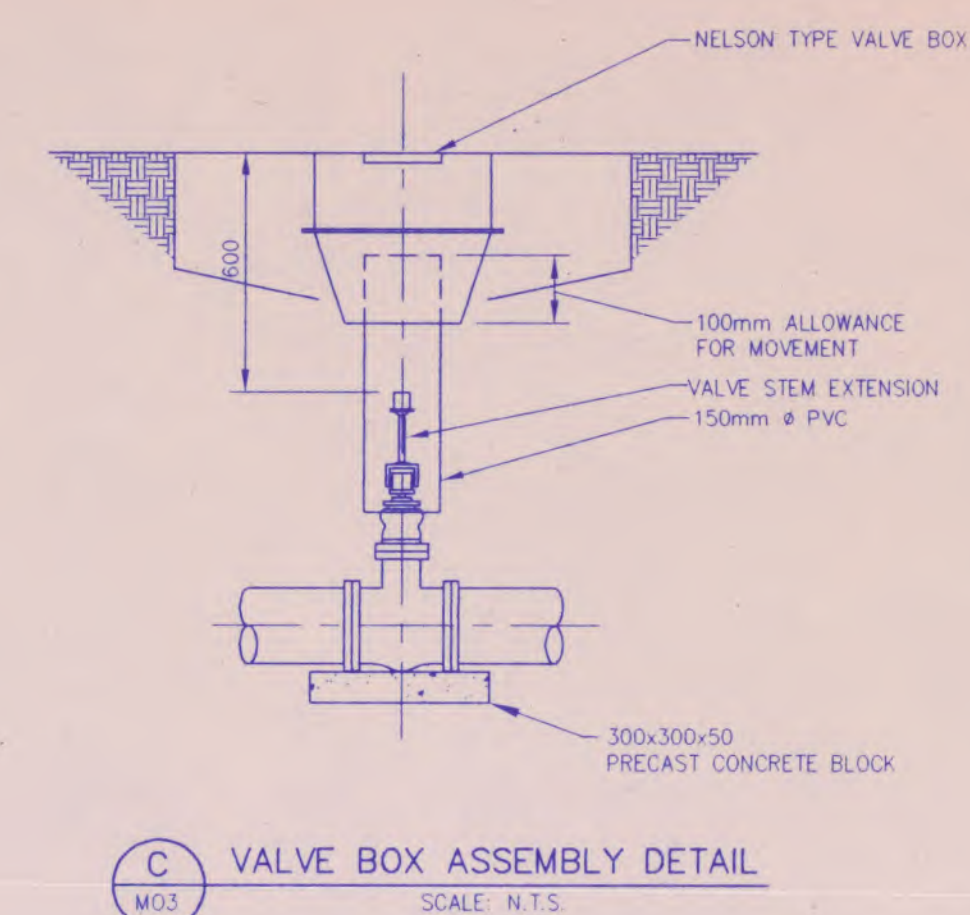
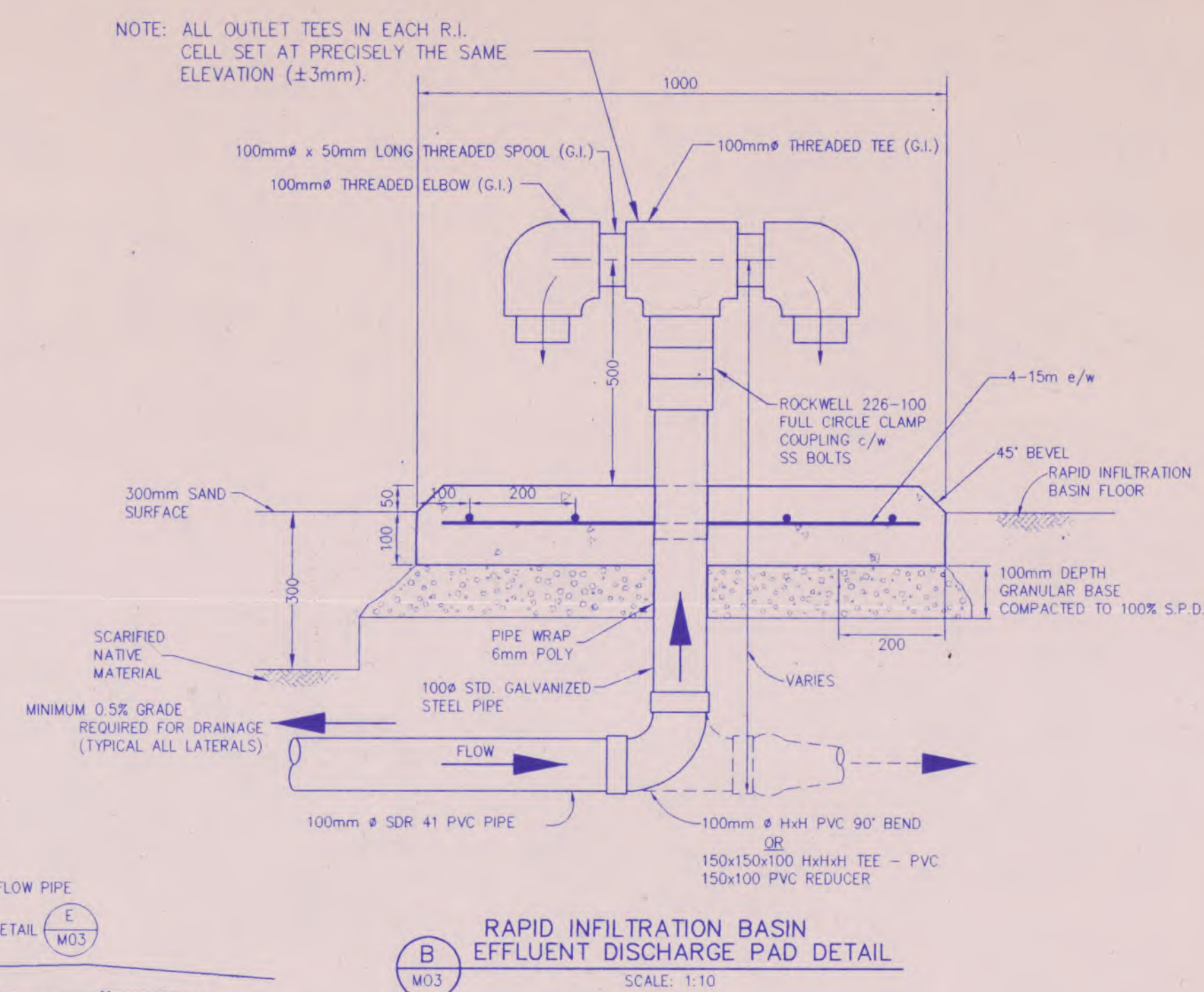
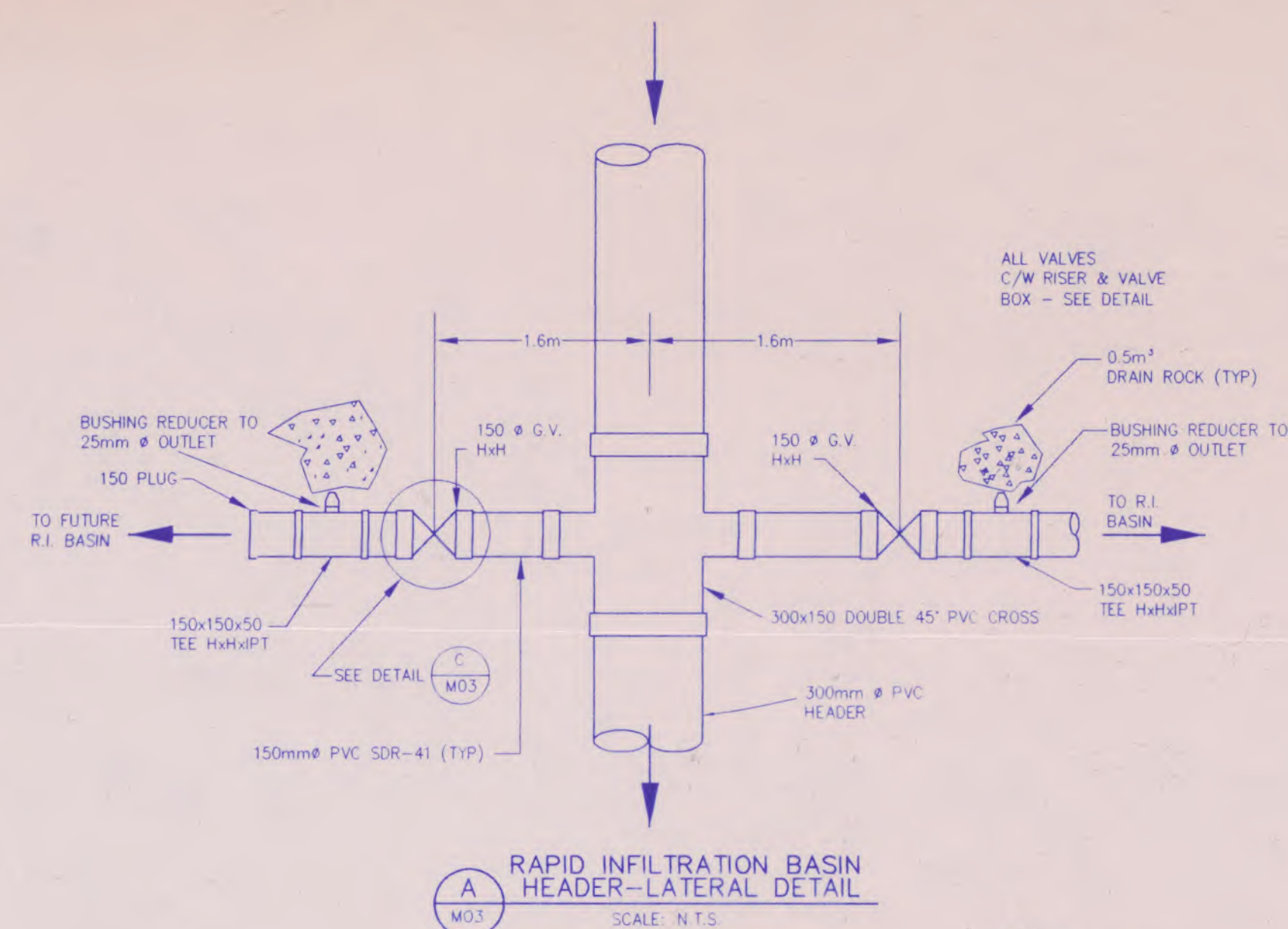
SEWAGE TREATMENT PLANT UPGRADE

BLOWER BUILDING IMPROVEMENTS

| | |
|-------------|----------|
| PROJECT No. | 10931102 |
|-------------|----------|

SHEET OF

DWG.# A-1-M 02



| ISSUES | | |
|--------|------------------|-------------|
| No | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
| 6 | | |
| 7 | | |
| 8 | | |
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NOTES:

1. 445.15
(DENOTES PIPE INVERT
ELEVATION)

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| 9. | | | | |
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| NO. | DATE | DESCRIPTION | BY | APPRD |
| REVISIONS | | | | |
| | | | DES. | KO/GJB |
| | | | DWR. | GJB |
| | | | DATE | NOV, 1994 |
| | | | CHK. | |
| SEAL | | | | |

P. ENG. _____ DATE _____

SCALE AS NOTED

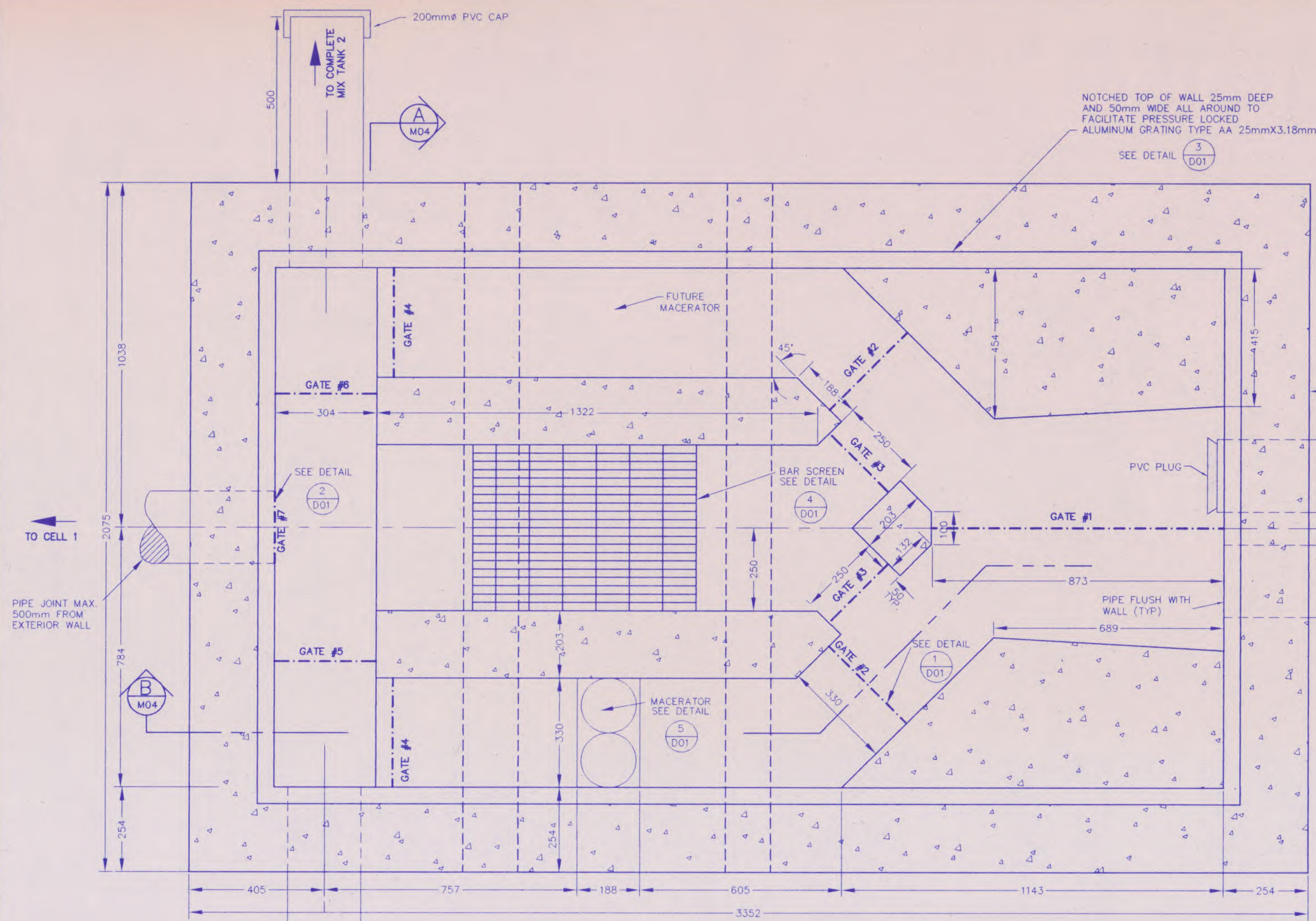
URBAN SYSTEMS



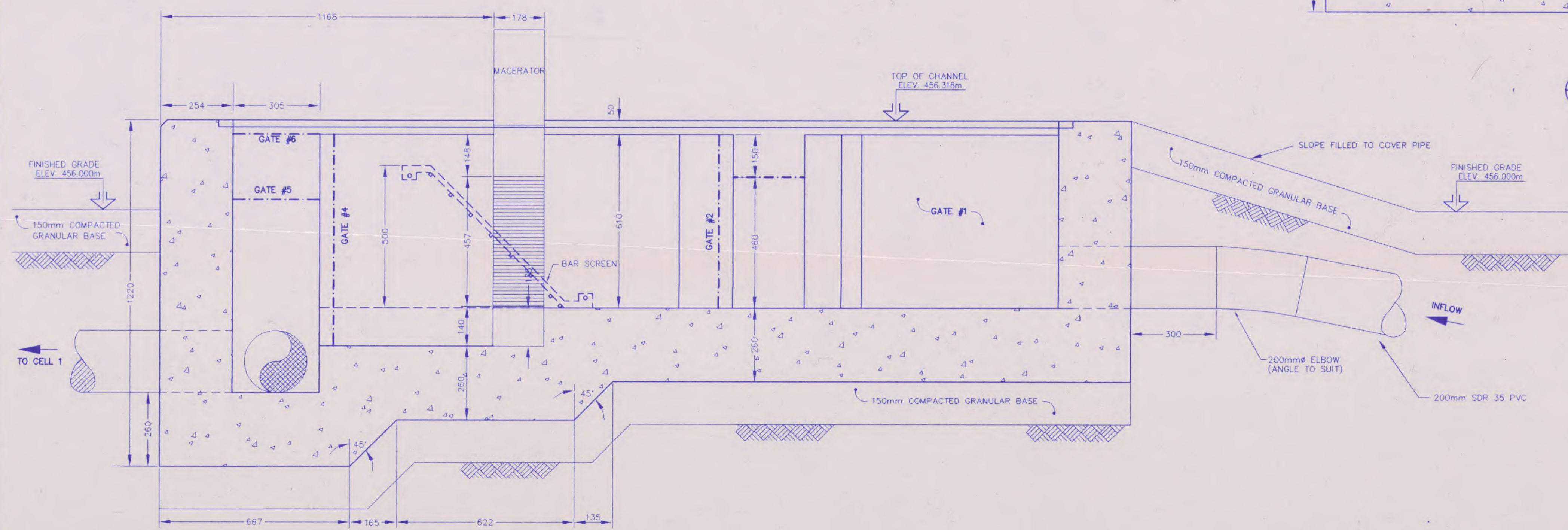
SEWAGE TREATMENT PLANT UPGRADE

RAPID INFILTRATION
BASIN —
EARTH WORKS
& PIPING DETAILS

| | | |
|-------------|---------|----------|
| PROJECT No. | | 10931102 |
| SHEET | | OF |
| DWG.# | A-1-M03 | |



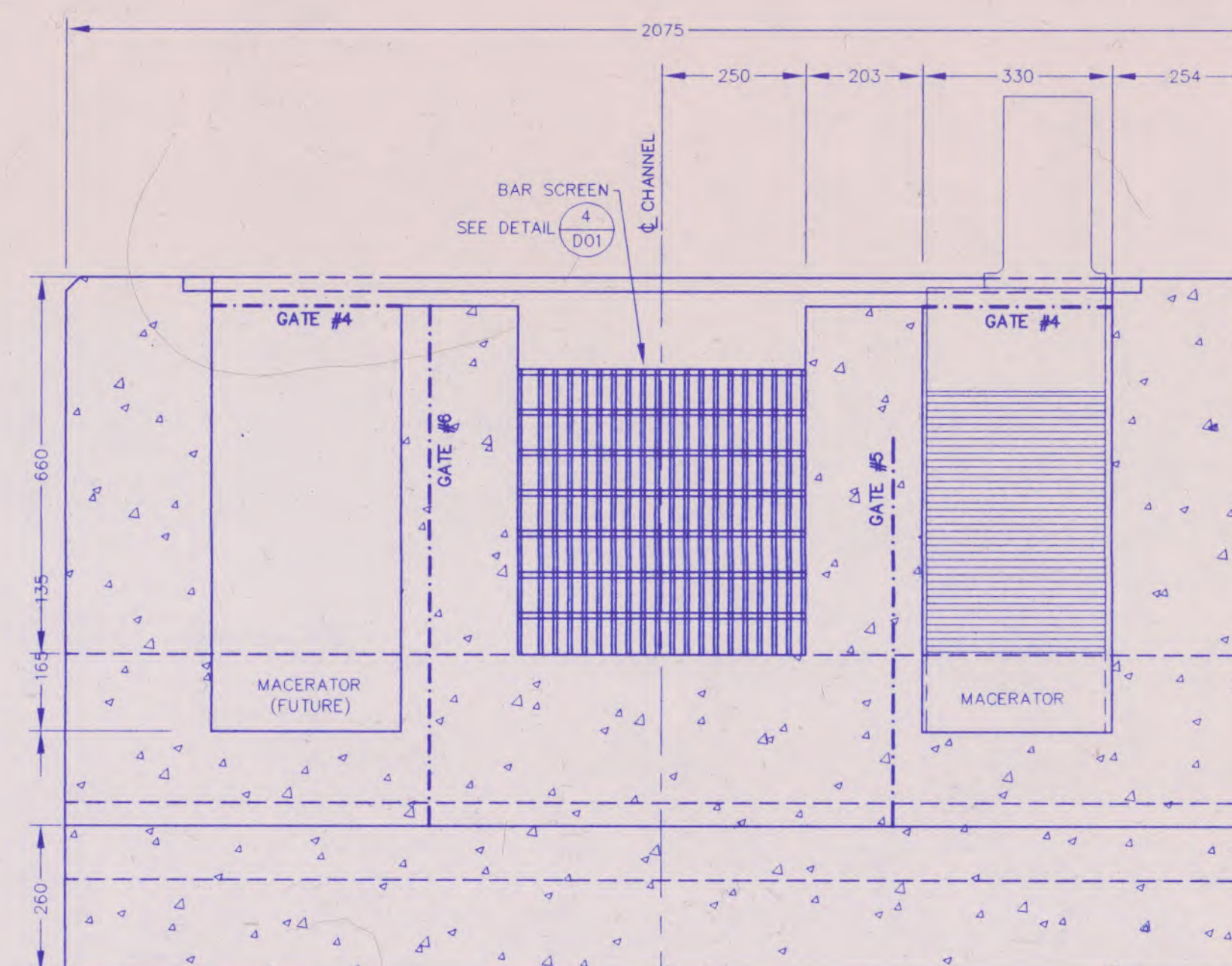
PLAN VIEW
SCALE 1:10



SECTION
A-A SCALE: 1:10

| STOP GATE SPECIFICATIONS | | | | |
|--------------------------|-------|--------|----------|-----------|
| GATE NO. | WIDTH | LENGTH | HANDLE | GATE TYPE |
| 1 | 916 | 610 | OPTIONAL | EMBEDDED |
| 2 | 370 | 610 | OPTIONAL | EMBEDDED |
| 3 | 290 | 460 | STANDARD | EMBEDDED |
| 4 | 370 | 745 | OPTIONAL | EMBEDDED |
| 5 | 370 | 610 | STANDARD | EMBEDDED |
| 6 | 344 | 680 | OPTIONAL | EMBEDDED |
| 7 | 300 | 850 | STANDARD | SURFACE |

NOTE:
UNDER NORMAL
OPERATING CONDITIONS
GATES 1,3,5,6, AND 7
INSTALLED



SECTION
B-B SCALE: 1:10

| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

NOTES:

- SEE DRAWING 5-2 FOR STRUCTURAL DETAILS.

| | | | | | |
|---|--|--|--|--|--|
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| No. | DATE | DESCRIPTION | BY | APPROV. |
|-----|------|-------------|----|---------|
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| REVISIONS | |
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| DES. | KO/GJB |
| DWN. | GJB |
| DATE | NOV, 1994 |
| CHK. | |

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| P. ENG. | | DATE | |
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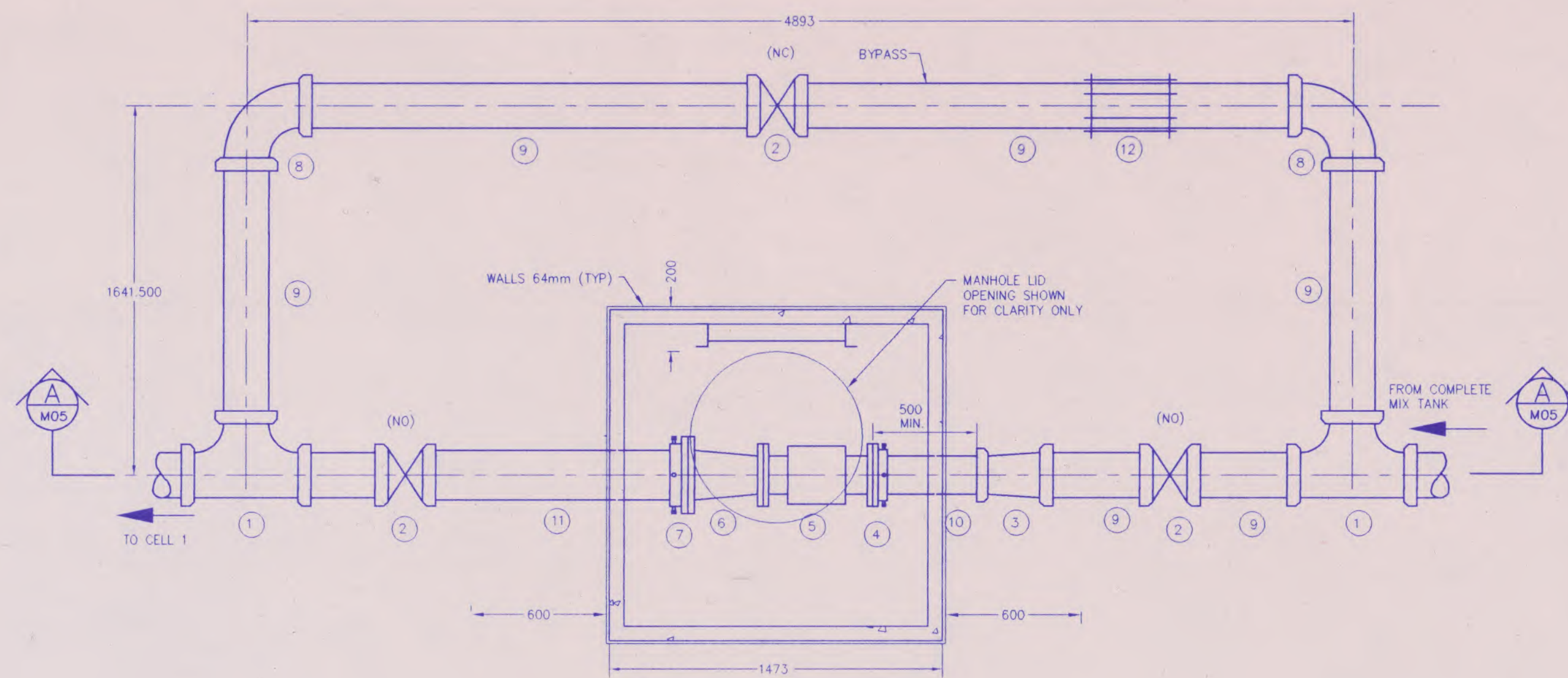
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| SCALE | 1:10 |
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SEWAGE TREATMENT PLANT UPGRADE

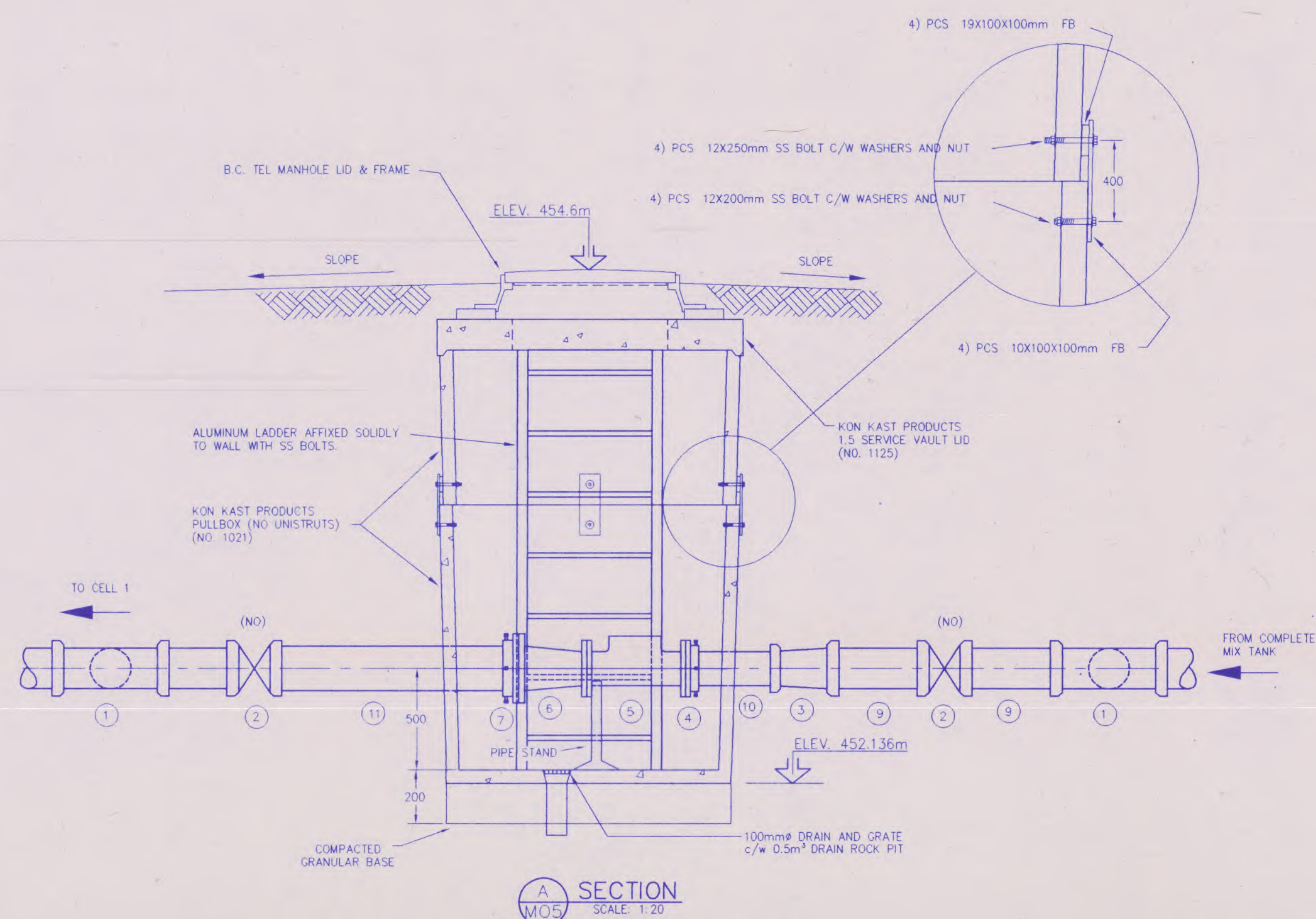
MACERATOR CHANNEL

| | |
|-------------|----------|
| PROJECT No. | 10931102 |
| SHEET | OF |
| DWG # | A-1-MO 4 |



**MAG FLOW METER CHAMBER
PLAN VIEW**
SCALE 1:20

| SCHEDULE OF MATERIALS FOR MAG METER FACILITY | | | |
|--|-----|----------|---|
| No. | QTY | SIZE(mm) | DESCRIPTION |
| 1 | 2 | 200 | PVC TEE HUBxHUBxHUB |
| 2 | 3 | 200 | GATE VALVE HUBxHUB |
| 3 | 1 | 200x150 | PVC REDUCING COUPLING HUBxHUB |
| 4 | 1 | 150 | UNIFLANGE |
| 5 | 1 | 150 | FISCHER & PORTER COPA-X "DC" MICRO MAGNETIC FLOWMETER |
| 6 | 1 | 150x200 | CLASS 125 C.I. INCREASER FLGxFLG |
| 7 | 1 | 200 | UNIFLANGE |
| 8 | 2 | 200 | PVC 90° ELBOW HUBxHUB |
| 9 | 7 | 200 | SDR-41 PVC PIPE |
| 10 | 1 | 150 | SCHEDULE 40 STEEL PIPE |
| 11 | 1 | 200 | SCHEDULE 40 STEEL PIPE |
| 12 | 1 | 200 | ROBAR COUPLING |



SECTION
SCALE 1:20

| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
| 3 | FOR CONSTRUCTION | FEB, 17/95 |
| 4 | AS CONSTRUCTED | APRIL, 1996 |
| 5 | PRELIMINARY | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

NOTES:

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| No. | DATE | DESCRIPTION | BY | APP'D |
|-----------|------|-------------|-----------|-------|
| REVISIONS | | | | |
| | | DES. | KO/GJB | |
| | | DWN. | GJB | |
| | | DATE | NOV, 1994 | |
| | | CHK. | | |
| | | SEAL | | |

P. ENG. _____ DATE _____
SCALE 1:20

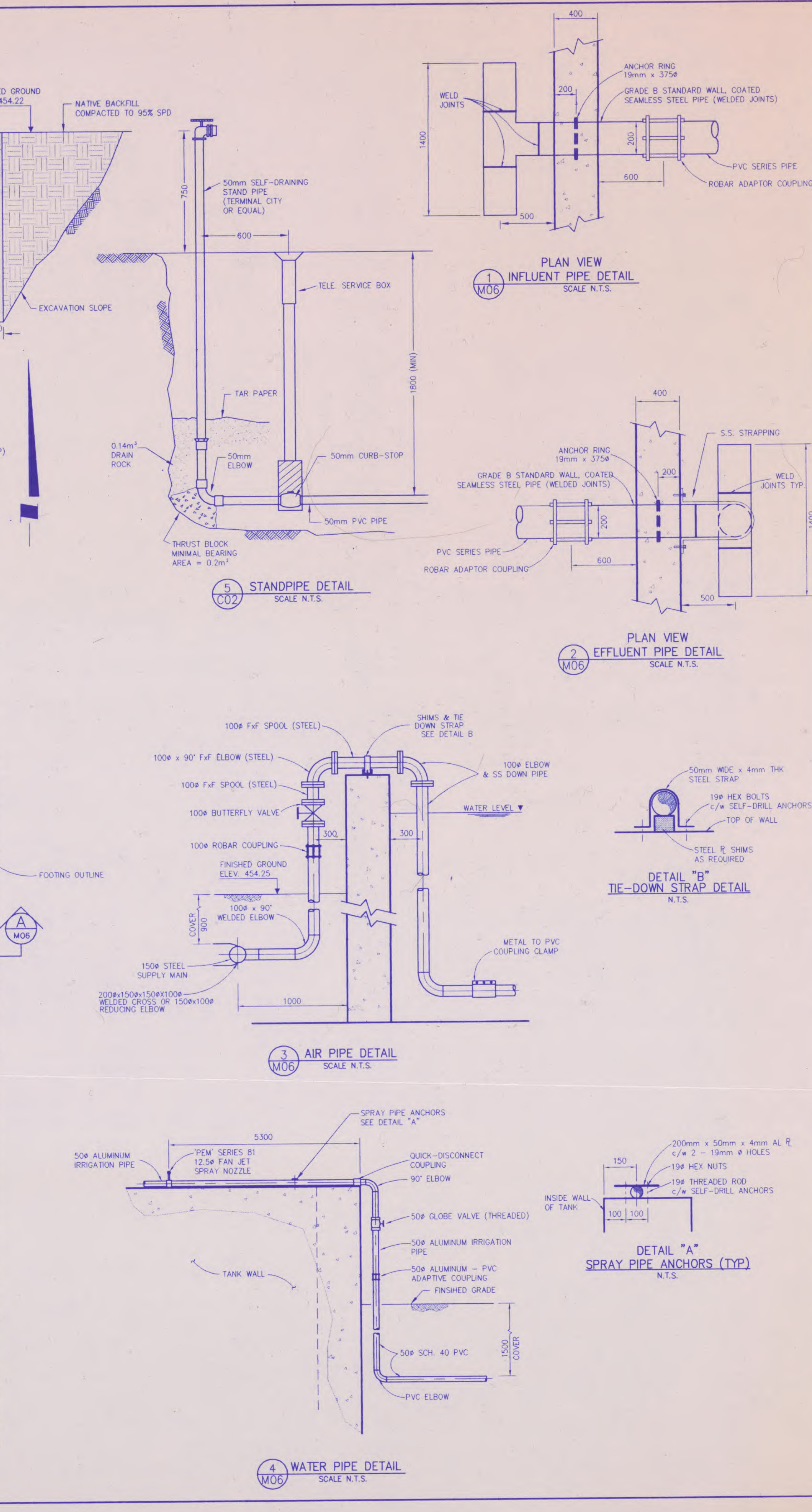
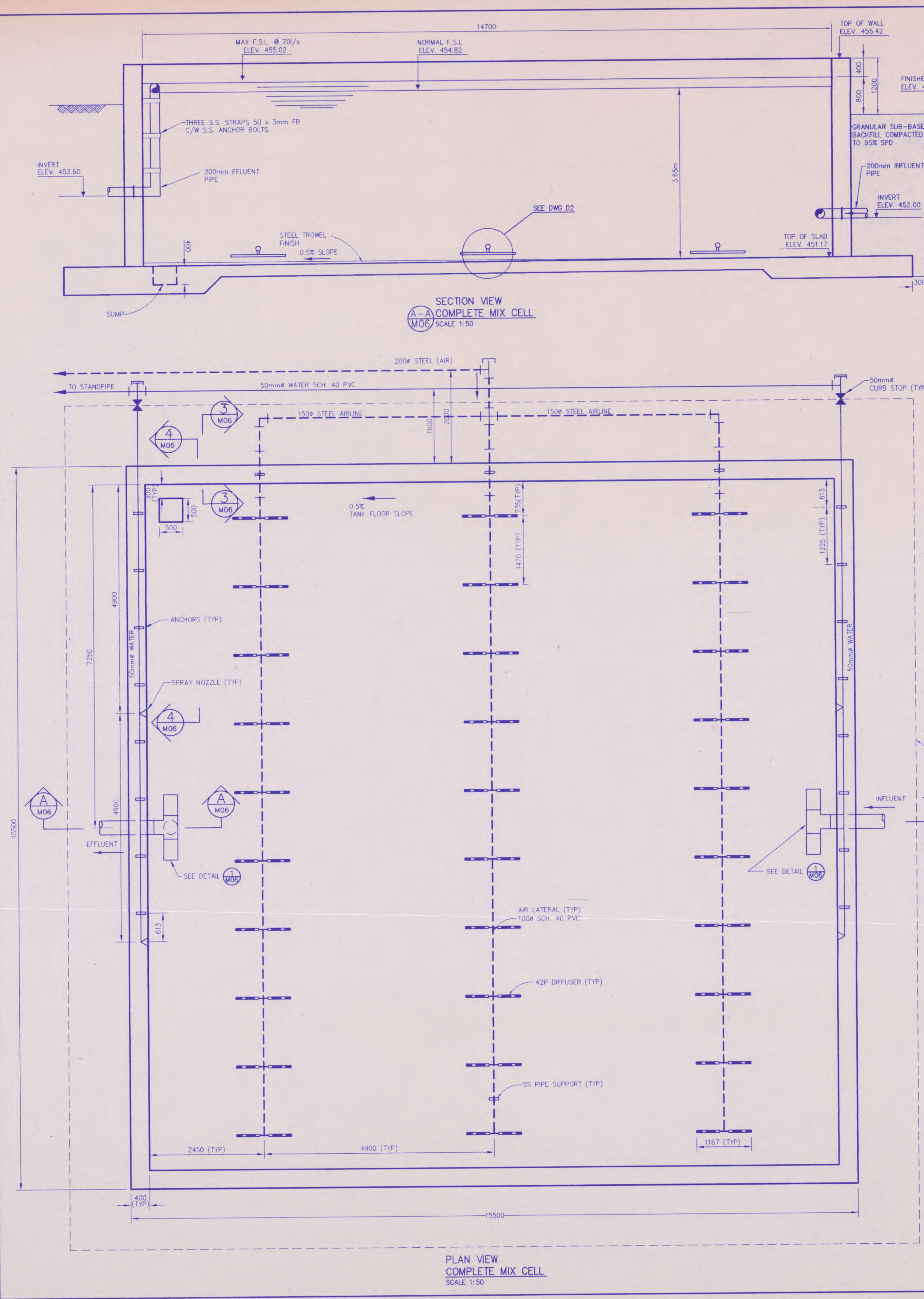
URBANSYSTEMS



**SEWAGE
TREATMENT PLANT
UPGRADE**

**MAGNETIC FLOW
METER CHAMBER
DETAILS**

| | |
|-------------|----------|
| PROJECT No. | 10931102 |
| SHEET | OF |
| DWG.# | A-1-M 05 |

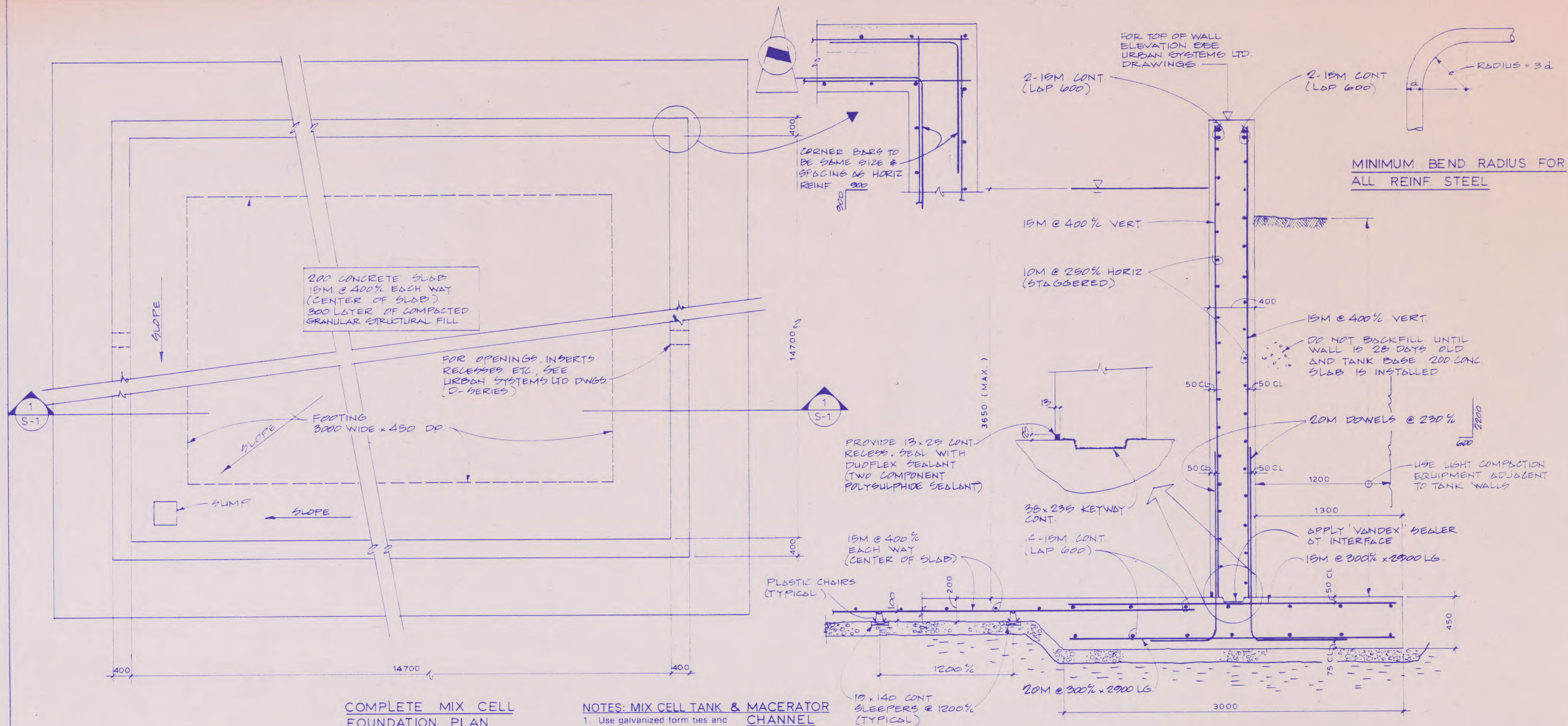


| ISSUES | | |
|--------|------------------|-------------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | |
| 2 | FOR TENDER | NOV, 28/94 |
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| 5 | PRELIMINARY | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

| NOTES: | | |
|--------|---|--|
| 1. | DESIGN FLUID DEPTH 3.65m | |
| 2. | DESIGN FLUID SURFACE AREA 216m ² (MIN) | |
| 3. | INLET AND OUTLET PIPING AND FITTINGS PAID UNDER SITE PIPING AND APPURTENANCES UNIT PRICE MEASUREMENT AND PAYMENT CLAUSE | |
| 4. | SEE DRAWING S-1 FOR STRUCTURAL DETAILS | |

| REVISIONS | | |
|-----------|------|-------------|
| No. | DATE | DESCRIPTION |
| 1 | | |
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| DES. | KO/GJB | |
| DRAWN | GJB | |
| DATE | NOV, 1994 | |
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| SEWAGE TREATMENT PLANT UPGRADE | | |
| COMPLETE MIX TANK DETAILS | | |
| PROJECT No. | 10931102 | |
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| DWG # | A-1-M 06 | |



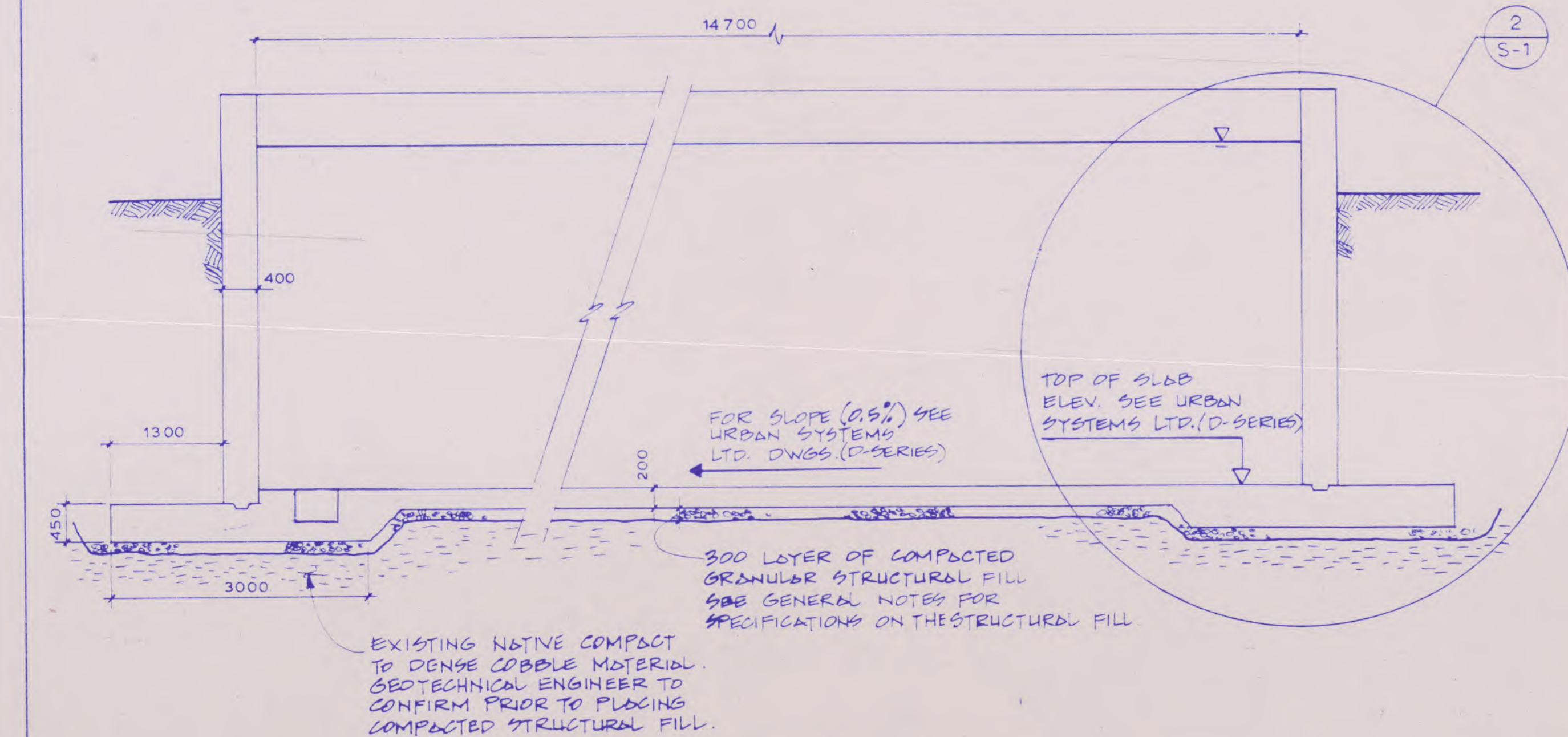
**COMPLETE MIX CELL
FOUNDATION PLAN**

SCALE 1:50

SEE GENERAL NOTES FOR CEMENT
SPECIFICATIONS

**NOTES: MIX CELL TANK & MACERATOR
CHANNEL**

1. Use galvanized form ties and plastic chairs for reinforcing support (walls & slab).
2. Apply 'Vandex' sealer to inside surfaces of tank and channel.



**1 SECTION
S-1 SCALE 1:50**

GENERAL NOTES

1. The Contractor shall compare all structural drawings with Urban Systems Ltd. drawings and shall check and verify all dimensions before commencing with the work. Any discrepancies not reported to Urban Systems Ltd. for clarification, will become the responsibility of the Contractor.
2. Structural drawings are to be read in conjunction with Urban Systems Ltd. drawings, etc. for detailed dimensions of pipe openings, rebates, nailers, sumps, etc.
3. Retain a Professional Engineer for the design and inspection of shoring and concrete formwork as per WCB Regulation 34.28. Underpin, where necessary, any existing structure and provide all bracing, shoring, etc. to support adjoining soil, floors, walls, etc. as required to retain all work in place and prevent temporary overstressing of the structure.

CONCRETE

1. All concrete work shall conform to the requirements of CSA CAN3-A23.1-M77 and shall be the following types:

| MIX CELL TANK & MACERATOR CHANNEL | MIN. 28 DAY COMP. STRENGTH | MAX. SLUMP | MAX. SIZE AGGREGATE |
|---|-------------------------------|---------------|------------------------|
| A. All concrete (use ASTM Type II or CSA Symbol 20 Cement) | 25 MPa | 60 mm | 20 mm |

2. Prior to pouring concrete, Contractor to provide and submit for review concrete mix designs for each class of concrete. Concrete cover to reinforcing as follows (unless otherwise noted):
As detailed on drawings.
3. Notify the Consulting Engineer at least 48 hours in advance of pouring concrete to inspect reinforcing.
4. Contractor to arrange for the taking and testing of concrete cylinders by an independent testing laboratory in accordance with CSA CAN-A23.2-M77.
5. All concrete shall be proportioned according to CSA CAN3-A23.1-M77, Item 14.8.1, Alternative #1.
6. Openings in walls and slabs to have two 15M extra bars from each side extending 600 mm past corners plus one 15M x 1200 mm diagonal each corner, unless otherwise noted. No holes to be made without the permission of the Engineer.
7. All sumps, catch basins, electrical pull-pits and trenches to have 200 mm walls and bottom reinforced with 10M @ 300 mm o.c. each way, except where noted otherwise.
8. Wall reinforcing to lap with bent bars at corners of same size and spacing as horizontal reinforcing. Ends of walls to have 2-15M verts. (minimum) unless otherwise noted. Wall reinforcing to be:
As detailed on drawings.
9. All exposed corners of cast-in-place concrete to have 19 mm x 19 mm chamfers, unless otherwise noted.

REINFORCING STEEL

1. Reinforcing steel 10M and larger shall be deformed to the requirements of CSA and shall be of new billet stock conforming to CSA G30.12M (400 MPa minimum yield).
2. All reinforcing bars shall be tied securely to prevent displacement.

DESIGN DATA

1. All footings are designed for a maximum soil bearing pressure of 200 kPa under total load and are to be founded on the compacted granular structural fill over the native compact to dense cobble material. The soil bearing pressure is to be confirmed by a geotechnical engineer after footing excavation and prior to placing forms. Minimum frost cover = 750 mm.

PROCEDURE FOR SITE PREPARATION WITHIN TANK AREA
(See Geotechnical Report by EBA Engineering Ltd.)

1. Before starting with excavation, locations of all existing buried service lines are to be established and noted.
2. Remove all surficial forest litter and topsoil.
3. Excavate down to 300 mm below underside of all footings.
4. Call for an inspection of exposed surfaces by a geotechnical engineer prior to placing compacted structural fill and setting footing forms.
5. Place a 300 mm layer of compacted granular structural fill over the stripped subgrade surface.
6. Structural fill should consist of well graded sand and gravel with a maximum size of 75 mm and less than 5% passing the No. 200 sieve. Compaction requirements for granular structural fill is 100% of "Standard Proctor" maximum dry density (to ASTM D698) at water contents within 2% of optimum moisture content.
7. Verify all compaction by tests.

ISSUES

| No. | DESCRIPTION | DATE |
|-----|------------------|------------|
| A | FOR APPROVAL | |
| 1 | FOR TENDER | NOV. 28/94 |
| 2 | FOR CONSTRUCTION | |
| 3 | AS CONSTRUCTED | NOV. 30/95 |

MSS K270-557

MSS ENGINEERING LTD.
CONSULTING STRUCTURAL ENGINEERS
206 - 346 Lawrence Avenue,
Kelowna, B.C. V1Y 6L4
Phone (604) 763-2306

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REVISIONS

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| E.E.K. | |
| D.W.N. | V.K.K. |
| DATE | MAY 5, 1993 |
| CHK. | |

P. ENG. SCALE

AS SHOWN

USL urban systems ltd.
consulting planners and engineers

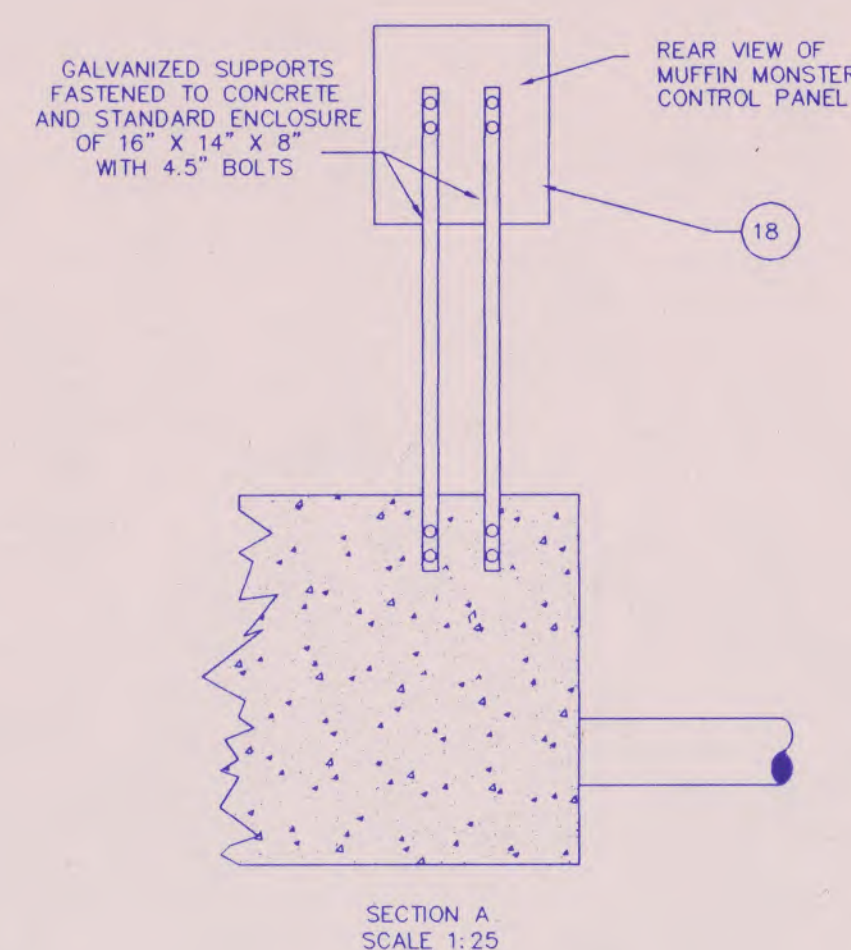
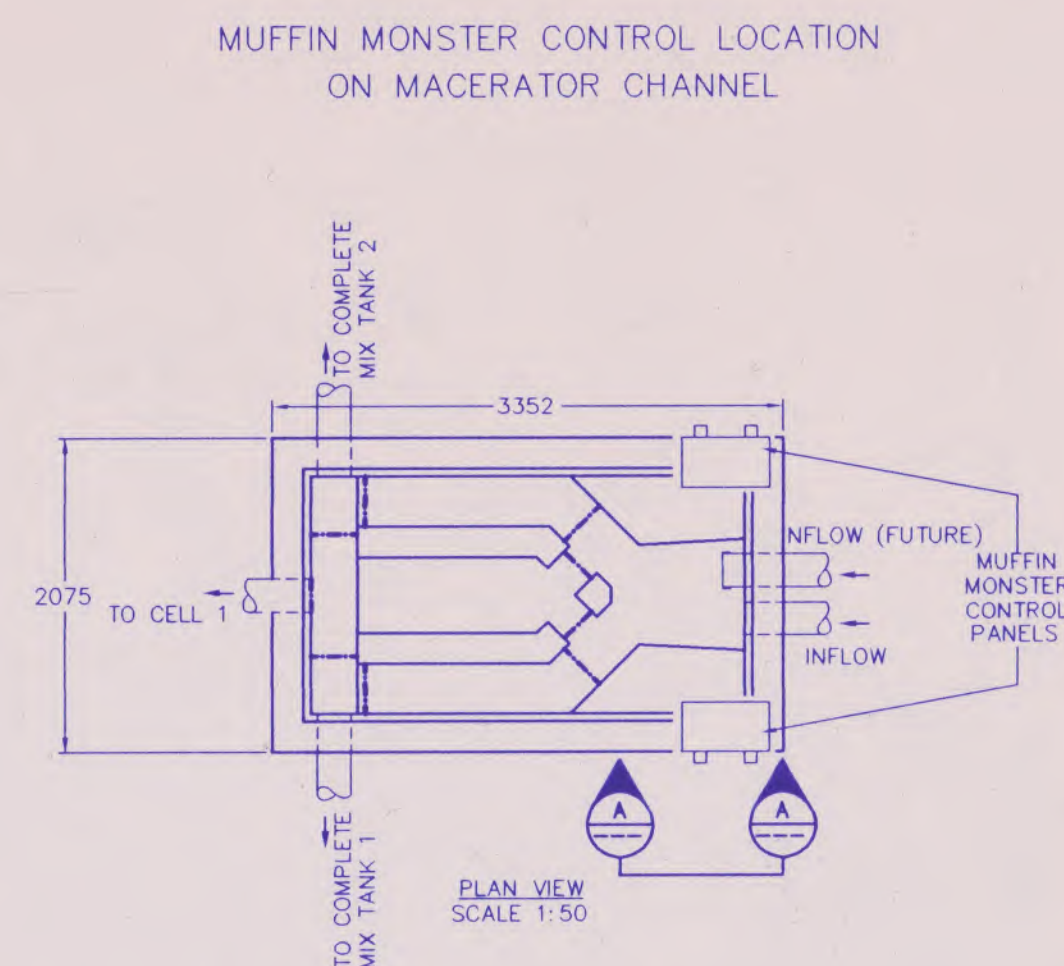
**VILLAGE OF NAKUSP
NAKUSP B.C.**

**SEWAGE TREATMENT
PLANT
UPGRADE**

**COMPLETE MIX CELL
TANK DETAILS**

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| PROJECT | 1093110.2 |
| SHEET | 1 OF 2 |
| DWG No. | S - 1 |
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| ISSUES | | | | |
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| No. | DESCRIPTION | DATE | | |
| 1 | FOR APPROVAL | | | |
| 1 | FOR TENDER | NOV. 25/94 | | |
| 2 | FOR CONSTRUCTION | | | |
| 3 | AS CONSTRUCTED | NOV. 30/95 | | |
| <div style="display: flex; justify-content: space-between; align-items: center; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="text-align: center;"> </div> <div> K270-557 </div> </div> <div style="margin-top: 10px;"> <p>MSS ENGINEERING LTD. CONSULTING STRUCTURAL ENGINEERS 206 - 346 Lawrence Avenue. Kelowna, B.C. V1Y 6L4 Phone: (604) 763-2306</p> <div style="text-align: right; margin-top: 10px;"> </div> </div> | | | | |
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| | | DATE | NOV. 21, 1994 | |
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| urban systems ltd. consulting planners and engineers | | | | |
| VILLAGE OF NAKUSP NAKUSP B.C. | | | | |
| SEWAGE TREATMENT PLANT UPGRADE | | | | |
| MACERATOR CHANNEL | | | | |
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| 1093110.2 | | | | |
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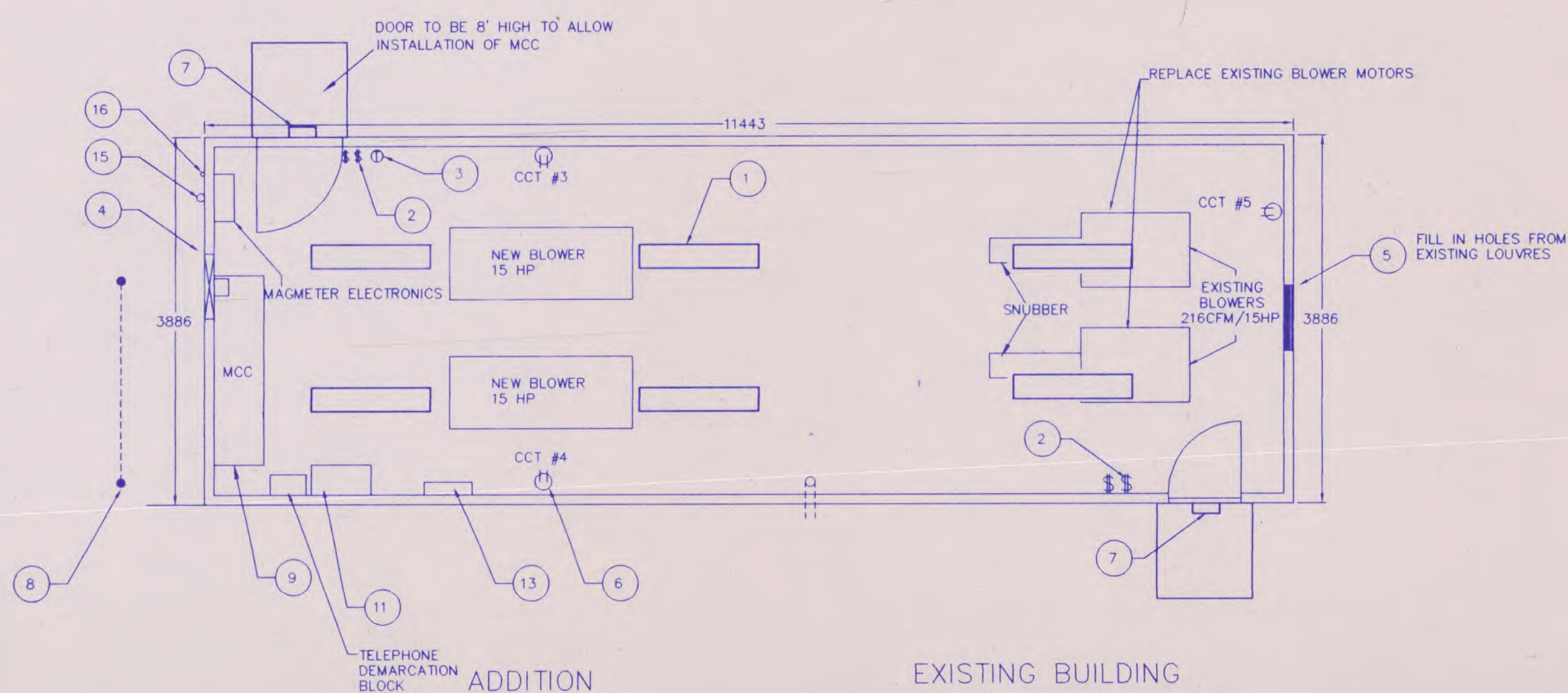


NOTES

- ALL ELECTRICAL AND INSTRUMENTATION WORK SHALL BE DONE IN ACCORDANCE WITH THE CANADIAN ELECTRICAL CODE AS AMENDED AND ADOPTED BY THE PROVINCE OF BRITISH COLUMBIA.
- MCC SHALL BE GROUNDED ACCORDING TO CODE. A MINIMUM OF 2 - 10 FEET COPPER GROUND RODS SHALL BE USED.
- WIRING NUMBERING STRATEGY
 - SINGLE CONDUCTOR OR MULTI CONDUCTOR NON-COLOR CODED CABLES.
 - EACH END OF THE WIRE IS TO BE LABELED WITH THE SOURCE AND DESTINATION OF THE WIRE (SAME # ON BOTH ENDS OF THE WIRE)
 - ALL ANALOG LOOPS ARE TO BE WIRED WITH ONE PAIR SHIELDED INSTRUMENT CABLE AND TAG WITH THE LOOP NUMBER ON BOTH ENDS.

CONTRACTOR SUPPLIED BILL OF MATERIALS

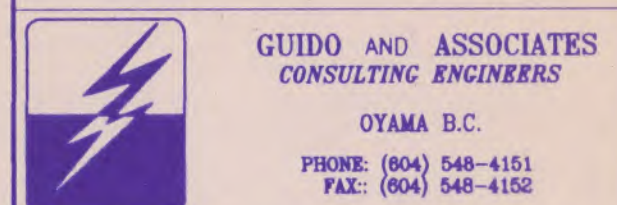
- FLOURESCENT LIGHTS (TYPICAL OF 6), YORK LITHONIA CAT# SWPA248H0
- LIGHT SWITCHES (TYPICAL OF 4) HUBBEL CAT #1201 (3 WAY)
- VENT FAN THERMOSTAT, JOHNSON CONTROLS CAT#T22JAA-1
- WALL MOUNTED VENT FAN, GREENHECK CAT# SDE-20-32-C, 1/4 Hp. @ 1140 rpm. C/W WITH WEATHERHOOD AND SCREEN.
- WALL LOUVRES, AEROLITE CAT# AC505 37mm FLANGE MOUNT, 0.40m2
- RECEPTACLES (TYPICAL OF 3) HUBBEL CAT# 5252.
- VANDAL RESISTANT OUTSIDE LIGHT (TYPICAL OF 2) C/W PHOTOCELL, YORK LITHONIA CAT# VR2355-PE
- GROUNDING RODS (TYPICAL OF 2) 3M X 19mm.
- MOTOR CONTROL CENTRE AS PER DRAWING E3 APPROVED MOTOR CONTROL EQUIPMENT SHALL BE ALLEN-BRADLEY, WESTINGHOUSE, SQUARE D, CUTLER-HAMMER, KLOCKNER-MOELLER OR SIEMENS
- 15 HP BLOWER MOTORS TO REPLACE EXISTING (TYP FOR TWO) MOTORS TO BE 15HP, NEMA DESIGN B, 575 VOLT.
- AUTODIALER CONTROL PANEL
 - BARNETT ENGINEERING PROTALK AUTODIALER MODEL # B1270 C/W STANDBY POWER OPTION 004 AS AVAILABLE FROM BARNETT ENGINEERING PHONE 403-255-9544
 - NEMA 1 HAMMOND ENCLOSURE MODEL # 1420 F7
 - WEIDMULLER SAK 4 TERMINAL BLOCKS C/W RAIL ASSEMBLY (TYPICAL OF 30). GROUND STRIP TERMINAL BLOCKS TO BE INTERCONNECTED BY JUMPERS
 - 2" PANDUIT WIREWAY (TOTAL LENGTH 24")
 - MOMENTARY PUSHBUTTON, CUTLER HAMMER MODEL # E22M3 C/W WITH LEGEND PLATE "ACKNOWLEDGE", CONTACT BLOCK AND MOUNTING ADAPTER.
 - TELEPHONE
 - ACR MODEL XT-107 COMPLETE WITH STICK ON TREND SOFTWARE AND CABLE AS AVAILABLE FROM YOUNG ENVIRONMENTAL SYSTEMS PHONE 276-9923
- FLOW METER, FISCHER & PORTER COPA-X DC MICRO MAGNETIC FLOWMETER CAT# 10D1465P
- MICROPROCESSOR SIGNAL CONVERTOR CAT #50XM1000 c/w 320 ft OF CABLE
- WEATHERPROOF DUPLEX RECEPTACLE (MOUNTED ON TOP OF MAGNETIC FLOWMETER MANHOLE).
- SERVICE ENTRANCE MAST & WEATHER HEAD
- TELEPHONE SERVICE MAST
- ACE POWER PEDESTAL MODEL AP-3 (600mm HIGH) (MOUNTED BESIDE MAGMETER MANHOLE)
- MUFFIN MONSTER GRINDER MODEL 3002-0018 COMPLETE WITH MODEL PC 2220 CONTROLLER WITH 80 WATT HEATER AND ROTARY DISCONNECT.



PLAN VIEW
MECHANICAL BUILDING
SCALE 1:50

| ISSUES | | |
|--------|------------------|-----------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
| 3 | FOR CONSTRUCTION | FEB 17/95 |
| 4 | AS CONSTRUCTED | APR. 96 |
| 5 | PRELIMINARY | |
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| 1 | NOV '95 | MECHANICAL BUILDING MODIFIED | K.G. | K.G. |
| No. | DATE | DESCRIPTION | BY | APPRO |

| REVISIONS | | | |
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| | DWN. | J.S. | |
| | DATE | MAY, 1994 | |
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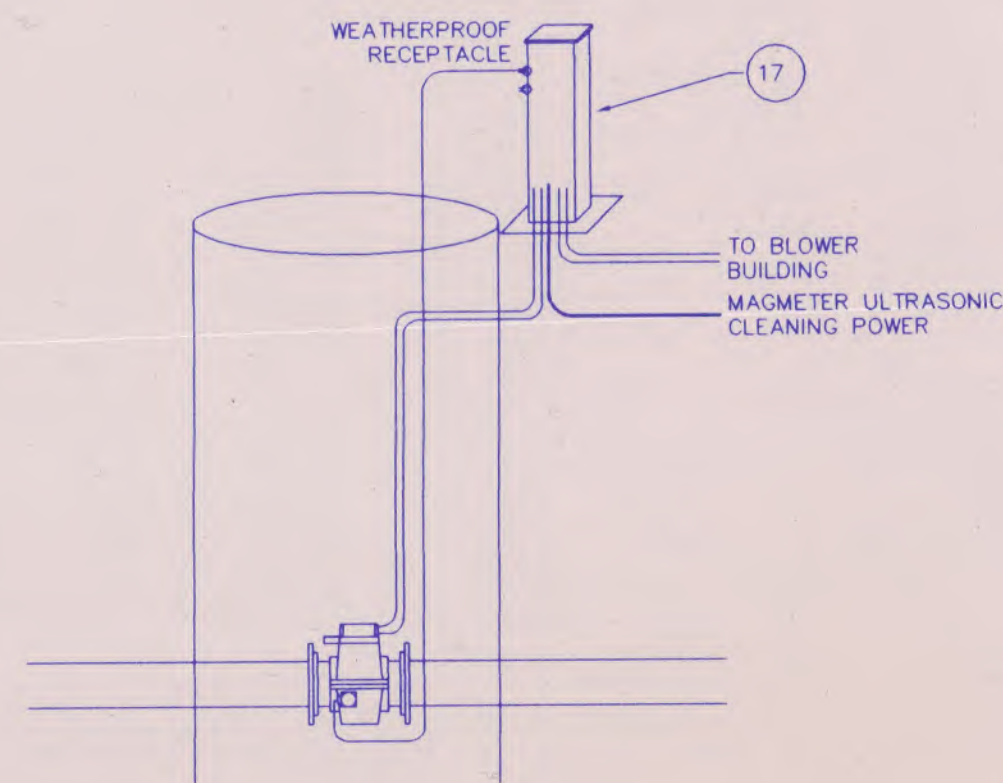
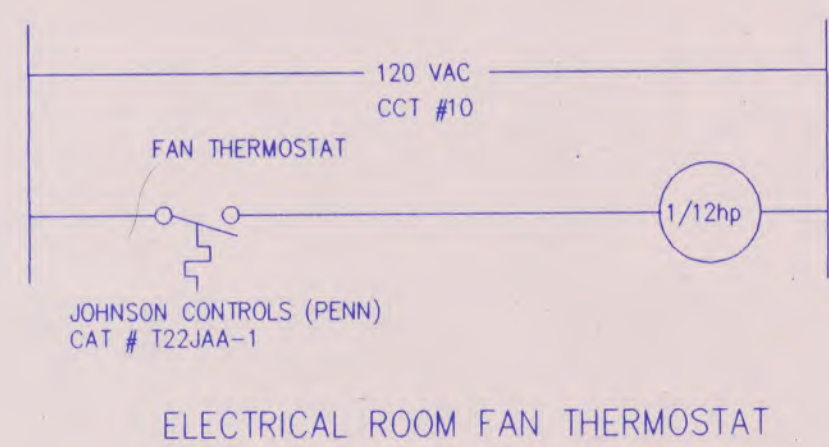
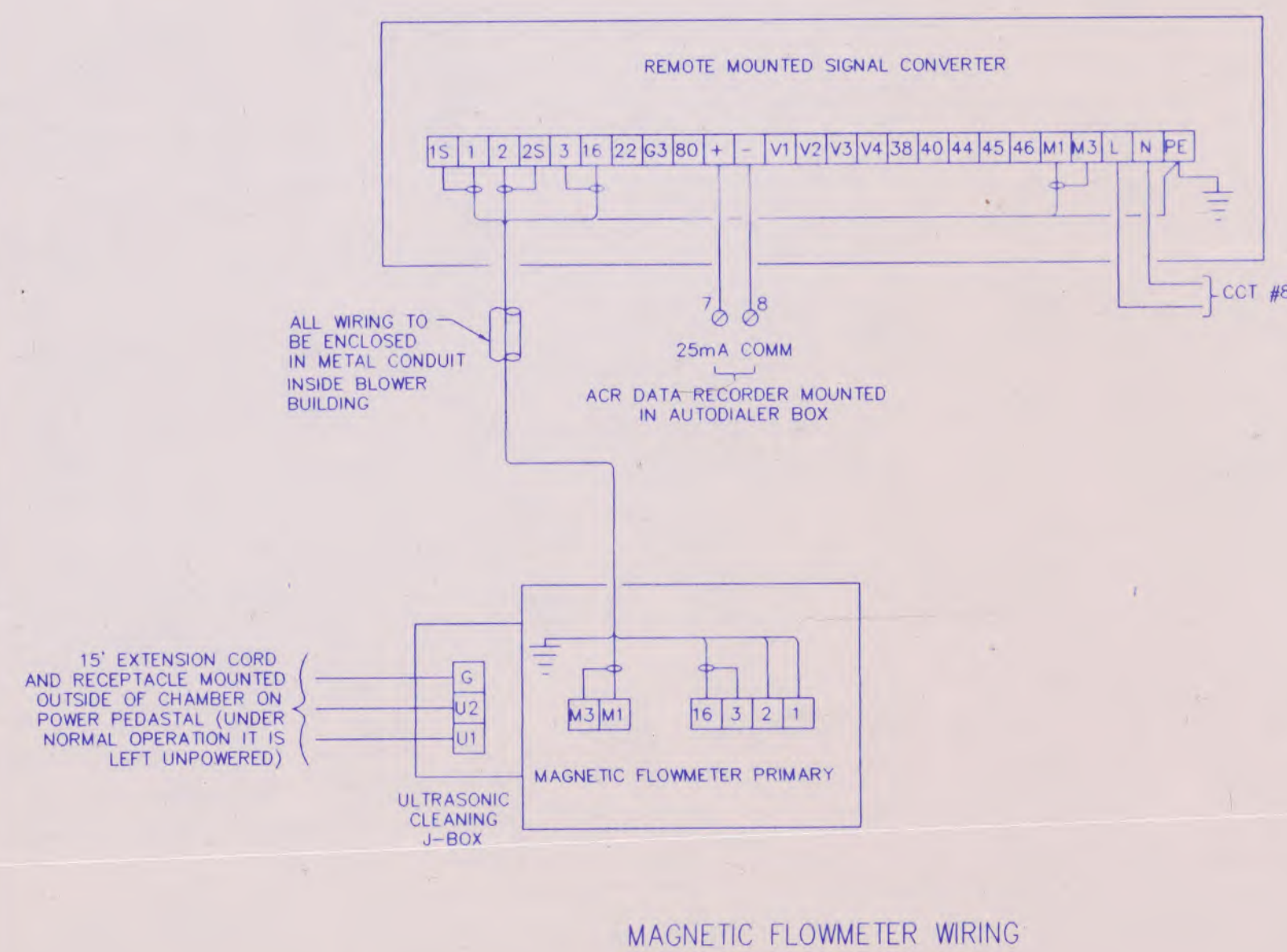
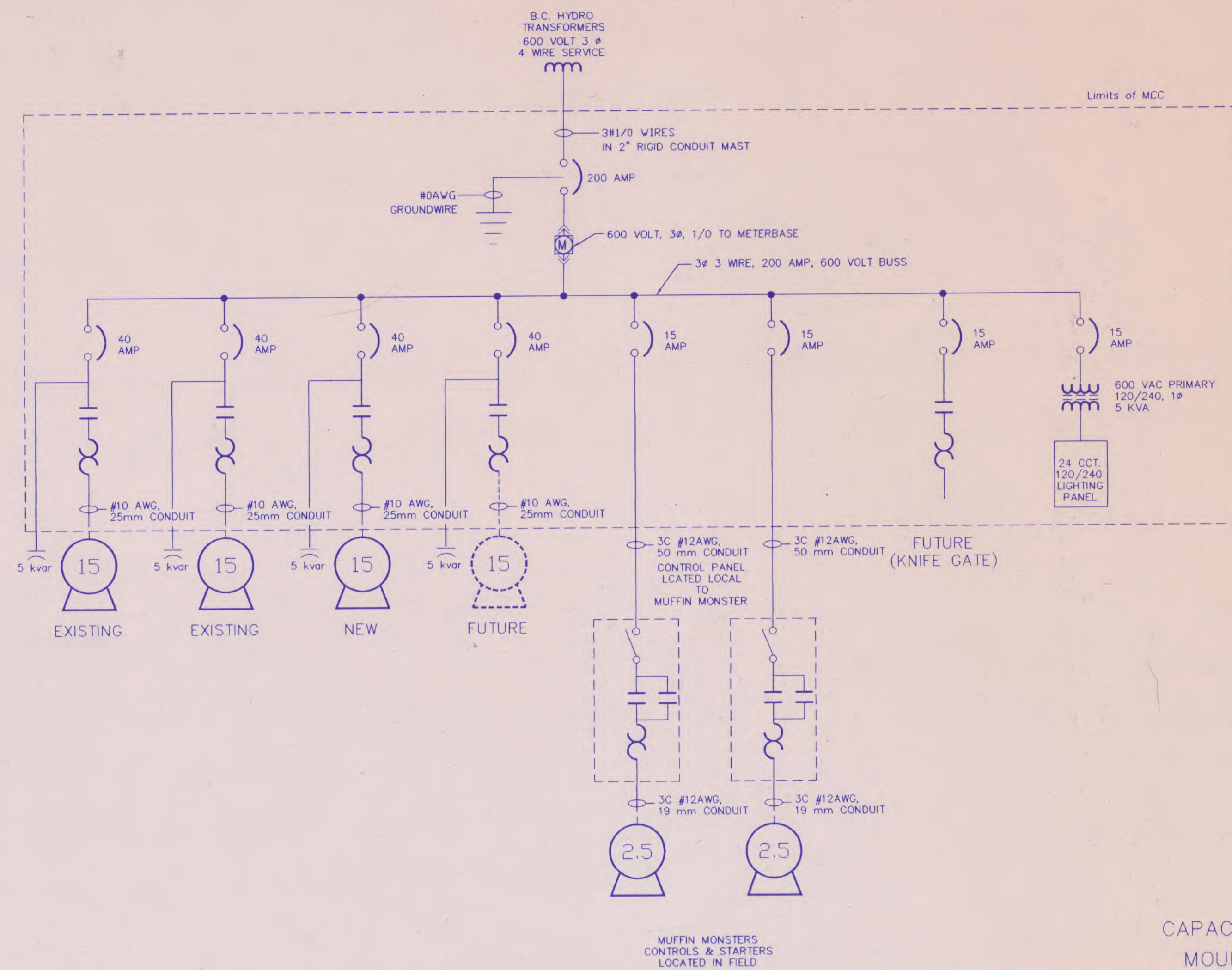
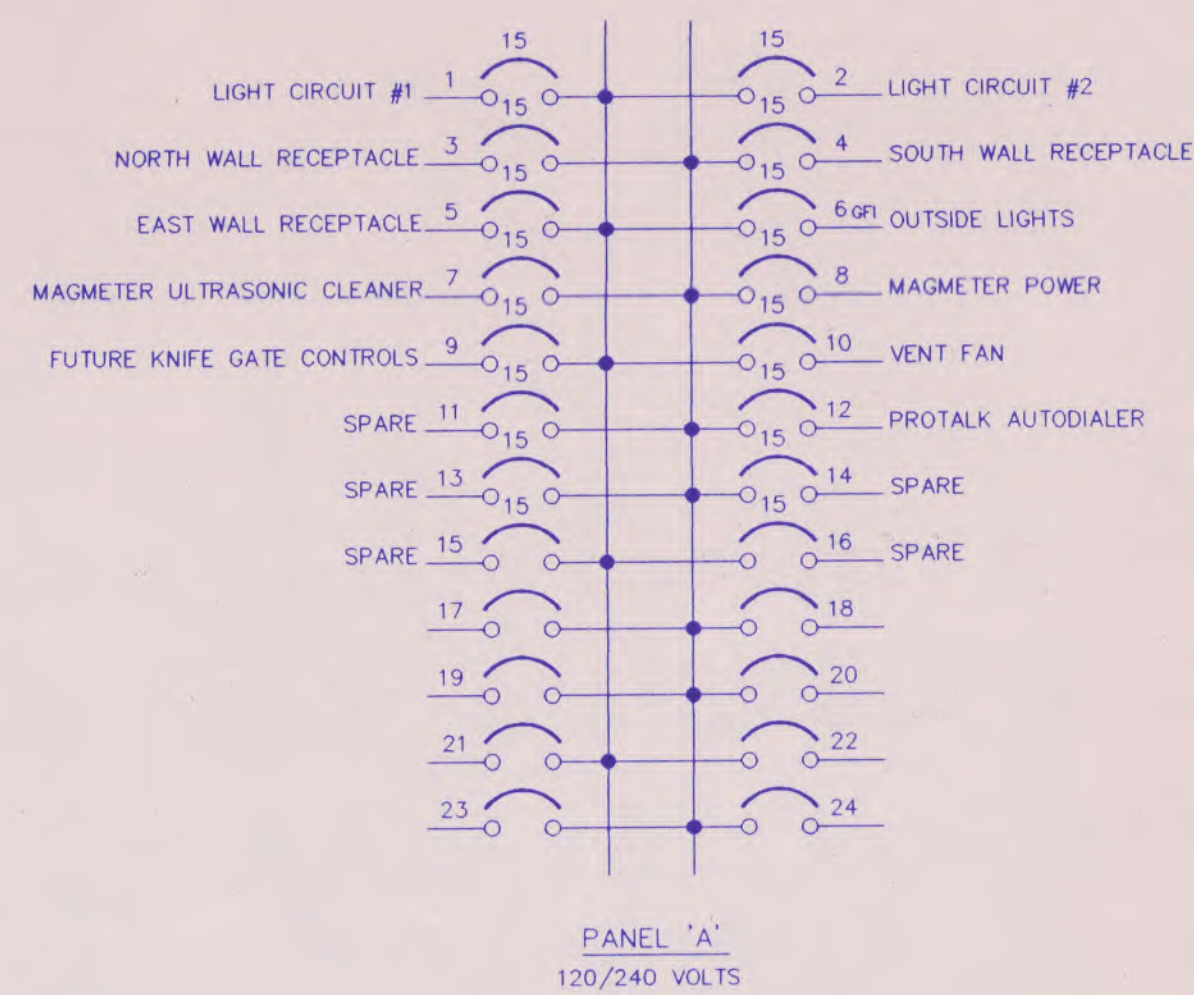
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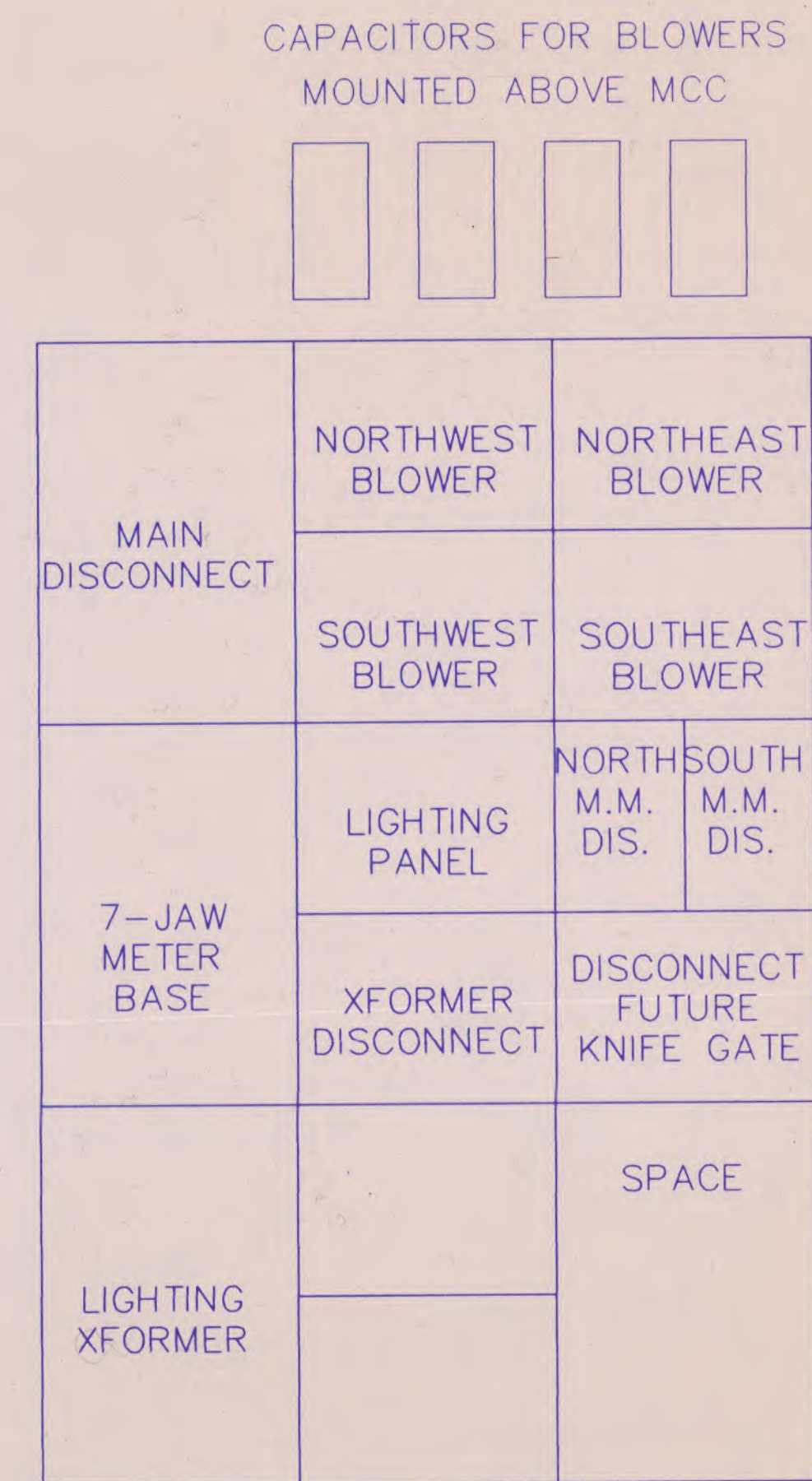
SEWAGE
TREATMENT PLANT
UPGRADE

BLOWER BUILDING
ELECTRICAL LAYOUT

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| PROJECT No. | 109311 02 D1 | | |
| SHEET | 2 | OF | 5 |
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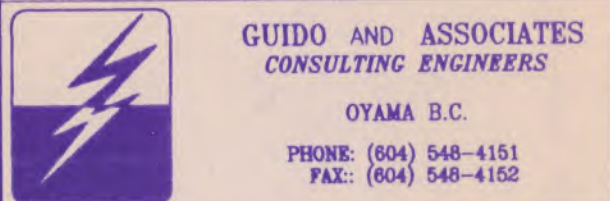
MAGMETER
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MCC LAYOUT
MCC TO BE CEMA 1A CONSTRUCTION

| ISSUES | | |
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| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
| 3 | FOR CONSTRUCTION | FEB 17/95 |
| 4 | AS CONSTRUCTED | APR. 96 |
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| DRAW. | J.S. |
| DATE | MAY, 1994 |
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SEWAGE
TREATMENT PLANT
UPGRADE

SINGLE LINE
& MCC LAYOUT

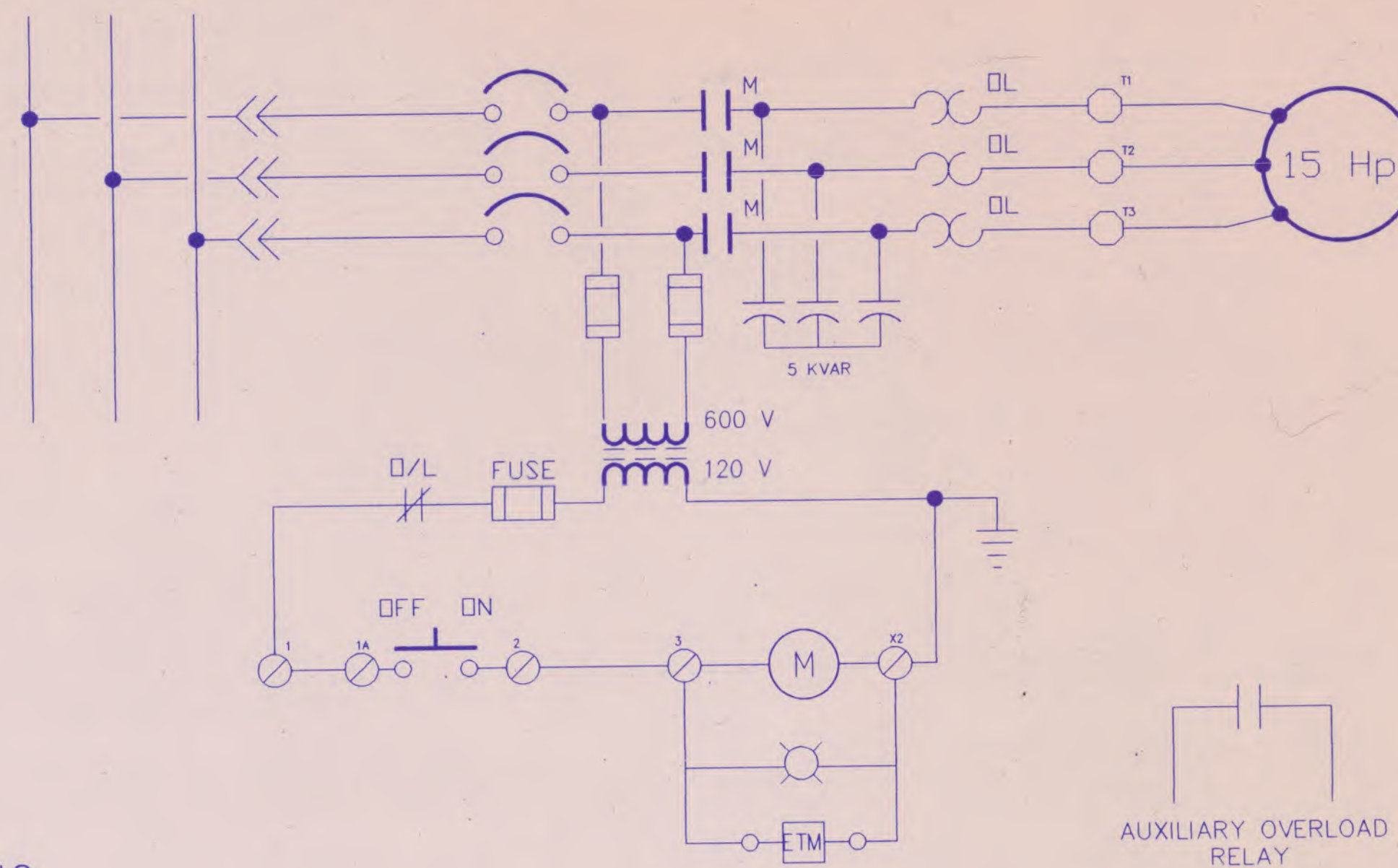
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| SHEET | 3 of 5 |
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ELECTRICAL SCHEMATIC LEGEND

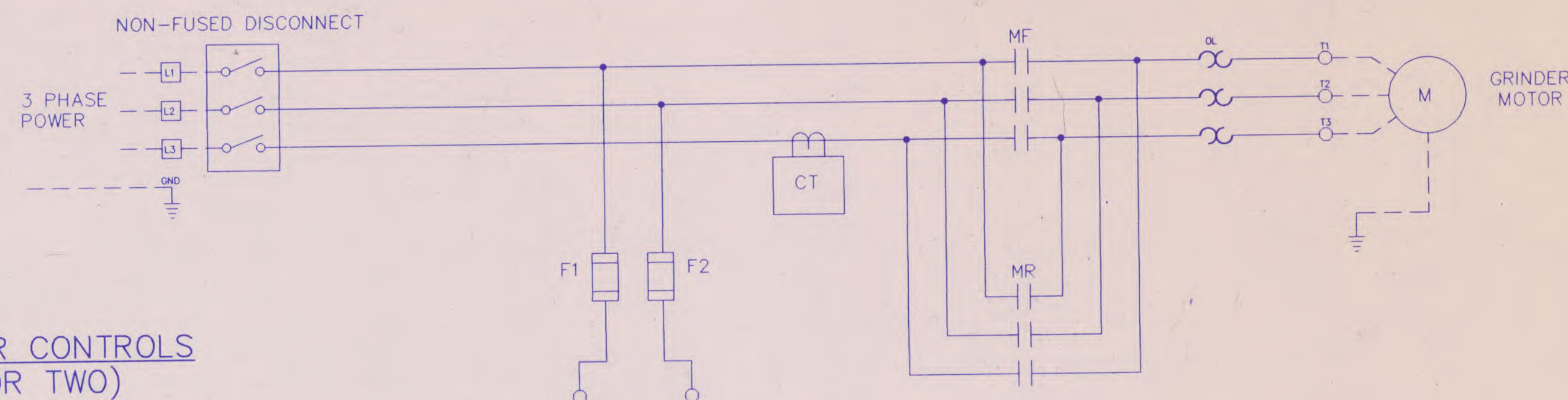
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| NO | NORMALLY OPEN CONTACT |
| NC | NORMALLY CLOSED CONTACT |
| START | PUSHBUTTON, MOMENTARY CONTACT N.O. |
| STOP | PUSHBUTTON, MOMENTARY CONTACT N.C. |
| POSITION SWITCH | |
| LEVEL SWITCH | |
| TEMPERATURE SWITCH | |
| RELAY COIL | |
| FUSE | FUSE |
| INDICATING LIGHT RED LENS | |
| ELAPSED TIME METER | |
| START COUNTER | |
| CURRENT TRANSFORMER | |
| POTENTIAL TRANSFORMER | |
| GROUND | |
| TWO POSITION SELECTOR SWITCH | |
| THREE POSITION SELECTOR SWITCH | |

BLOCK LEGEND

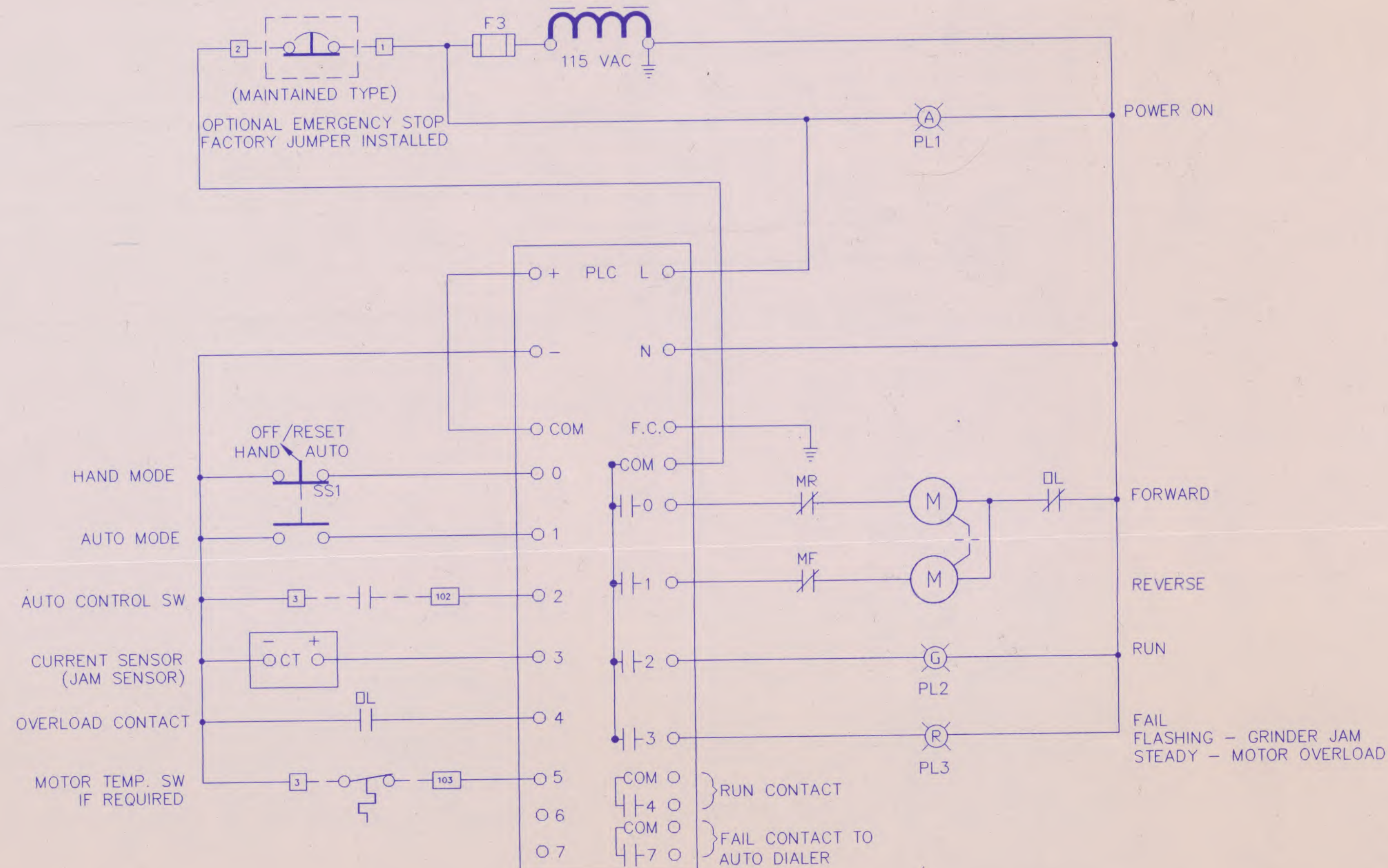
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| STOP | |
| START | |
| STOP-START | |
| LIGHT | |
| SELECTOR SWITCH | |
| CONTROL PANEL TERMINAL | |
| DEVICE TERMINAL | |
| MCC TERMINAL | |
| PLC I/O TERMINAL | |
| TERMINAL AT PANEL 1 (P1) | |
| START COUNTER | |
| ELAPSED RUNNING TIME METER | |
| AMMETER SWITCH | |
| VOLTMETER SWITCH | |
| AMMETER OR LOAD METER | |
| VOLTMETER | |
| FIELD LOCATION | |
| MOTOR STARTER | |



BLOWER MOTOR SCHEMATIC
(TYPICAL FOR FOUR)
(ONE BLOWER FUTURE)

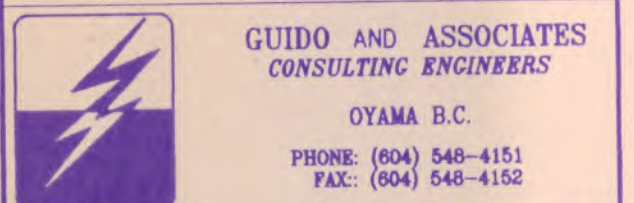


MUFFIN MONSTER CONTROLS
(TYPICAL FOR TWO)



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| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
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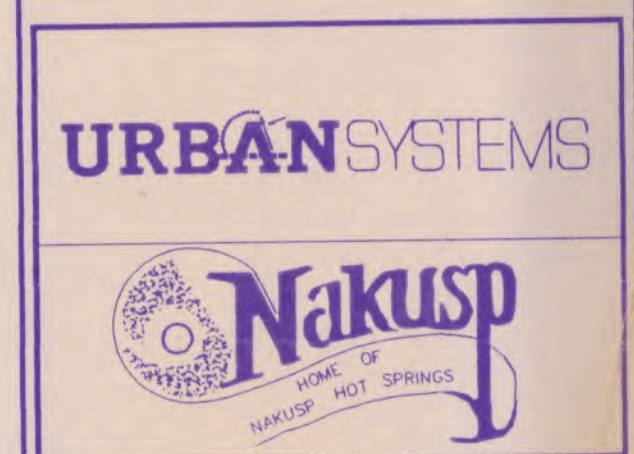
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SEWAGE TREATMENT PLANT UPGRADE

BLOWER SCHEMATICS AND MUFFIN MONSTER CONTROLS

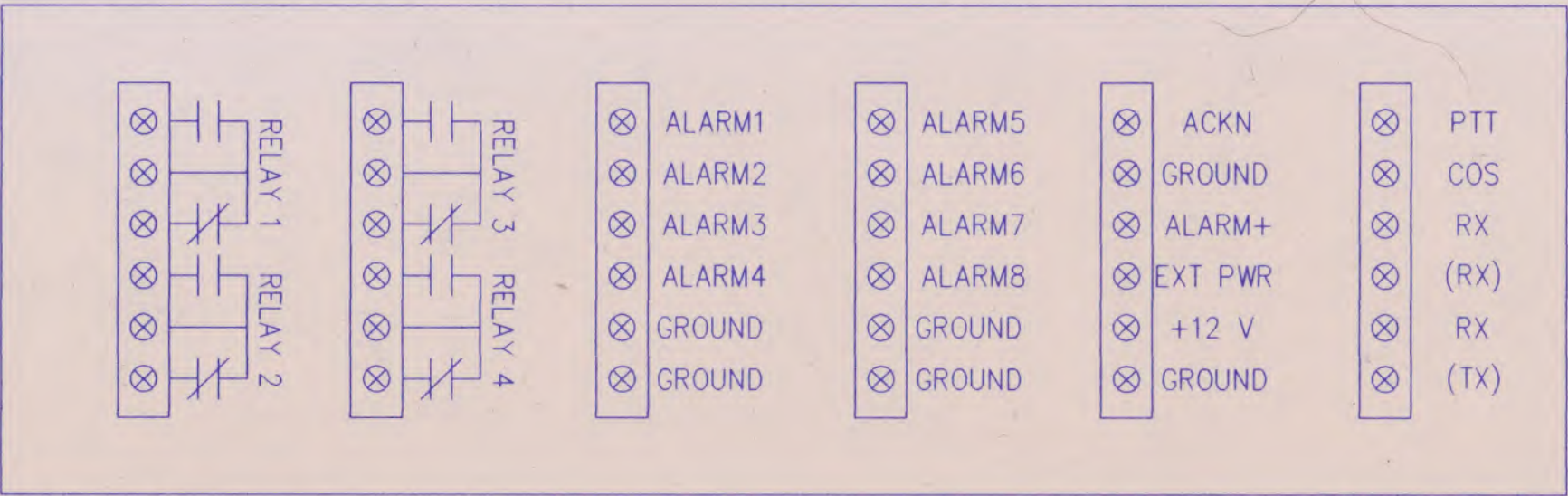
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| PROJECT No. | 109311 02 D1 |
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| DWG # | E4 |
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CABLE SCHEDULE FOR AUTODIALER

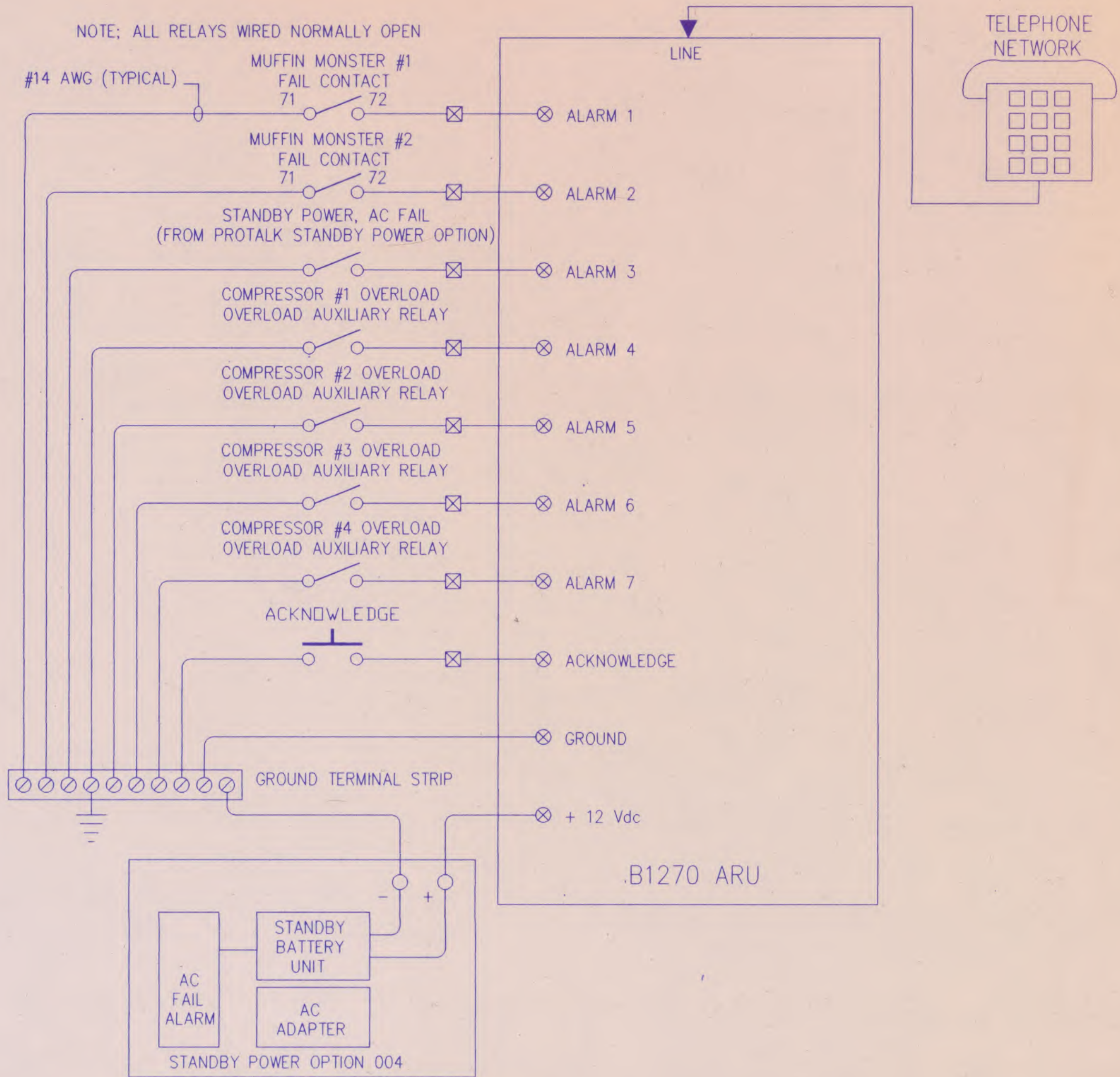
| CABLE NO. | NO. CONDUCT | CONDUCTOR SIZE | FROM | TO |
|-----------|-------------|----------------|-------------------------------|---|
| C20 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #1 STARTER AUXILIARY OVERLOAD RELAY |
| C21 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #2 STARTER AUXILIARY OVERLOAD RELAY |
| C22 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #3 STARTER AUXILIARY OVERLOAD RELAY |
| C23 | 2 | #14 | AUTODIALER PANEL | COMPRESSOR #4 STARTER AUXILIARY OVERLOAD RELAY |
| C1 | 3 | #10 | NORTHEAST BLOWER | NORTHEAST BLOWER MCC STARTER |
| C2 | 3 | #10 | SOUTHEAST BLOWER | SOUTHEAST BLOWER MCC STARTER |
| C3 | 3 | #10 | NORTHWEST BLOWER | NORTHWEST BLOWER MCC STARTER |
| C4 | 3 | #10 | SOUTHWEST BLOWER | SOUTHWEST BLOWER MCC STARTER |
| C5 | 3 | #12 | MUFFIN MONSTER MCC STARTER | #1 MUFFIN MONSTER CONTROL PANEL |
| C6 | 3 | #12 | MUFFIN MONSTER MCC STARTER | #2 MUFFIN MONSTER CONTROL PANEL |
| C7 | 2 | #14 | LIGHTING PANEL | LIGHT CIRCUIT #1 |
| C8 | 2 | #14 | LIGHTING PANEL | LIGHT CIRCUIT #2 |
| C9 | 2 | #14 | LIGHTING PANEL | NORTH WALL RECEPTACLE |
| C10 | 2 | #14 | LIGHTING PANEL | SOUTH WALL RECEPTACLE |
| C11 | 2 | #14 | LIGHTING PANEL | EAST WALL RECEPTACLE |
| C12 | 2 | #14 | LIGHTING PANEL | OUTSIDE LIGHTS |
| C13 | 2 | #14 | LIGHTING PANEL | WEATHERPROOF RECEPTACLE MAGMETER MANHOLE |
| C14 | 2 | #14 | LIGHTING PANEL | VENT FAN |
| C15 | 2 | #14 | MAGMETER SIGNAL CONVERTER | PROTALK AUTODIALER CONTROL PANEL |
| C16 | 2 C+SHLD | #16 | MAGTUBE | MAGMETER SIGNAL CONVERTER (BLOWER BUILDING) |
| C17 | 2 C+SHLD | #16 | AUTODIALER PANEL | MAGMETER SIGNAL CONVERTER (BLOWER BUILDING) |
| C18 | 12 | #14 | AUTODIALER PANEL | SOUTH MUFFIN MONSTER CONTROL PANEL |
| C19 | 6 | #14 | SOUTH M.M. CONTROL PANEL | NORTH MUFFIN MONSTER CONTROL PANEL |

COMMON CONDUIT

SUPPLIED WITH
MAGMETER



PROTALK AUTODIALER REAR VIEW

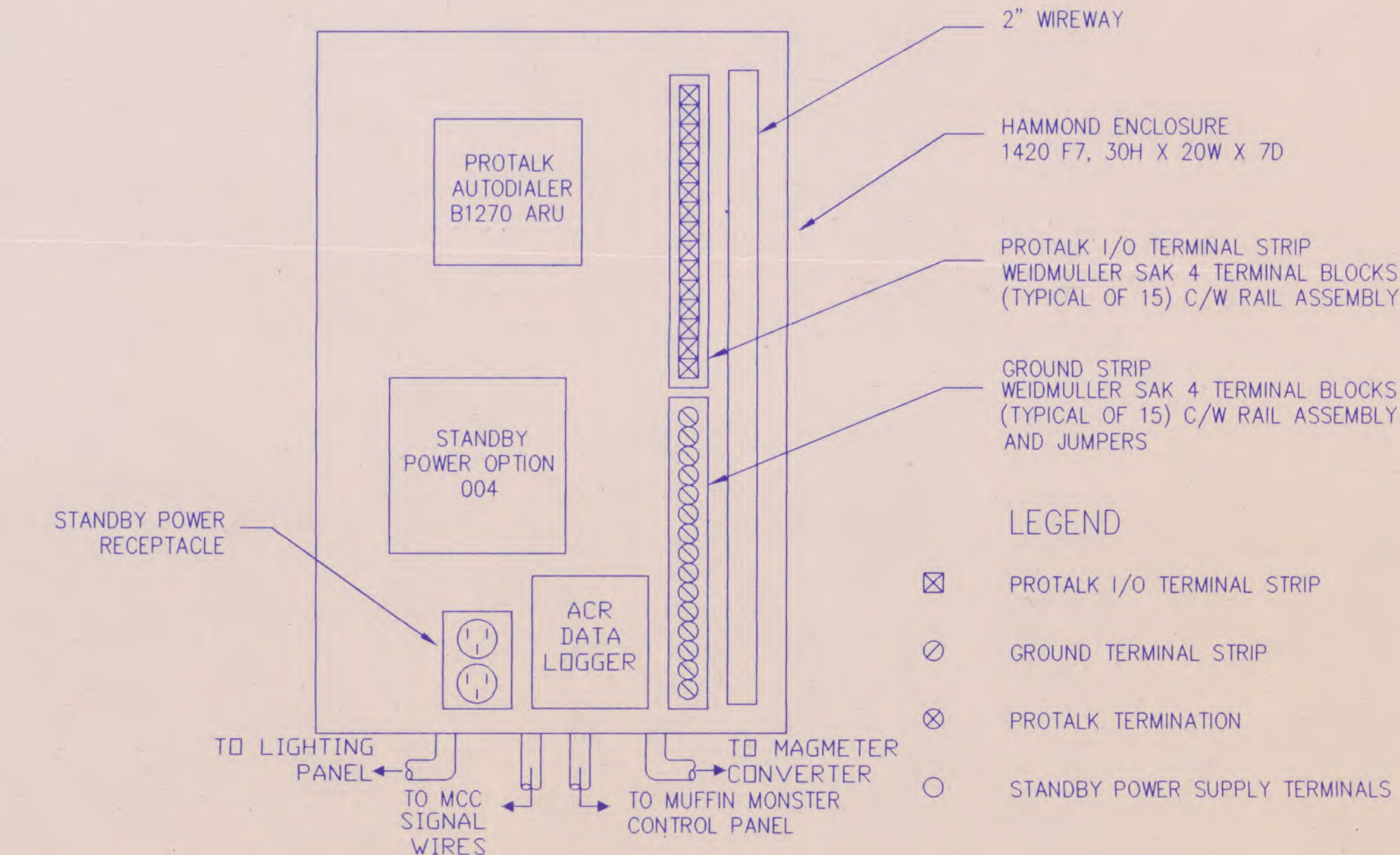


PROTALK AUTODIALER WIRING



PROTALK STANDBY POWER OPTION RECEPTACLE


NOTES:
1) ACKNOWLEDGE PUSHBUTTON TO BE MOUNTED ON FRONT DOOR
OF AUTODIALER PANEL.



PROTALK AUTODIALER PANEL LAYOUT

| ISSUES | | |
|--------|------------------|-----------|
| No. | DESCRIPTION | DATE |
| 1 | FOR APPROVAL | 05/27/94 |
| 2 | FOR TENDER | NOV. 94 |
| 3 | FOR CONSTRUCTION | FEB 17/95 |
| 4 | AS CONSTRUCTED | APR. 96 |
| 5 | PRELIMINARY | |
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NOTES:



GUIDO AND ASSOCIATES
CONSULTING ENGINEERS
OYAMA B.C.
PHONE: (604) 548-4151
FAX: (604) 548-4152

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SCALE AS SHOWN

URBANSYSTEMS

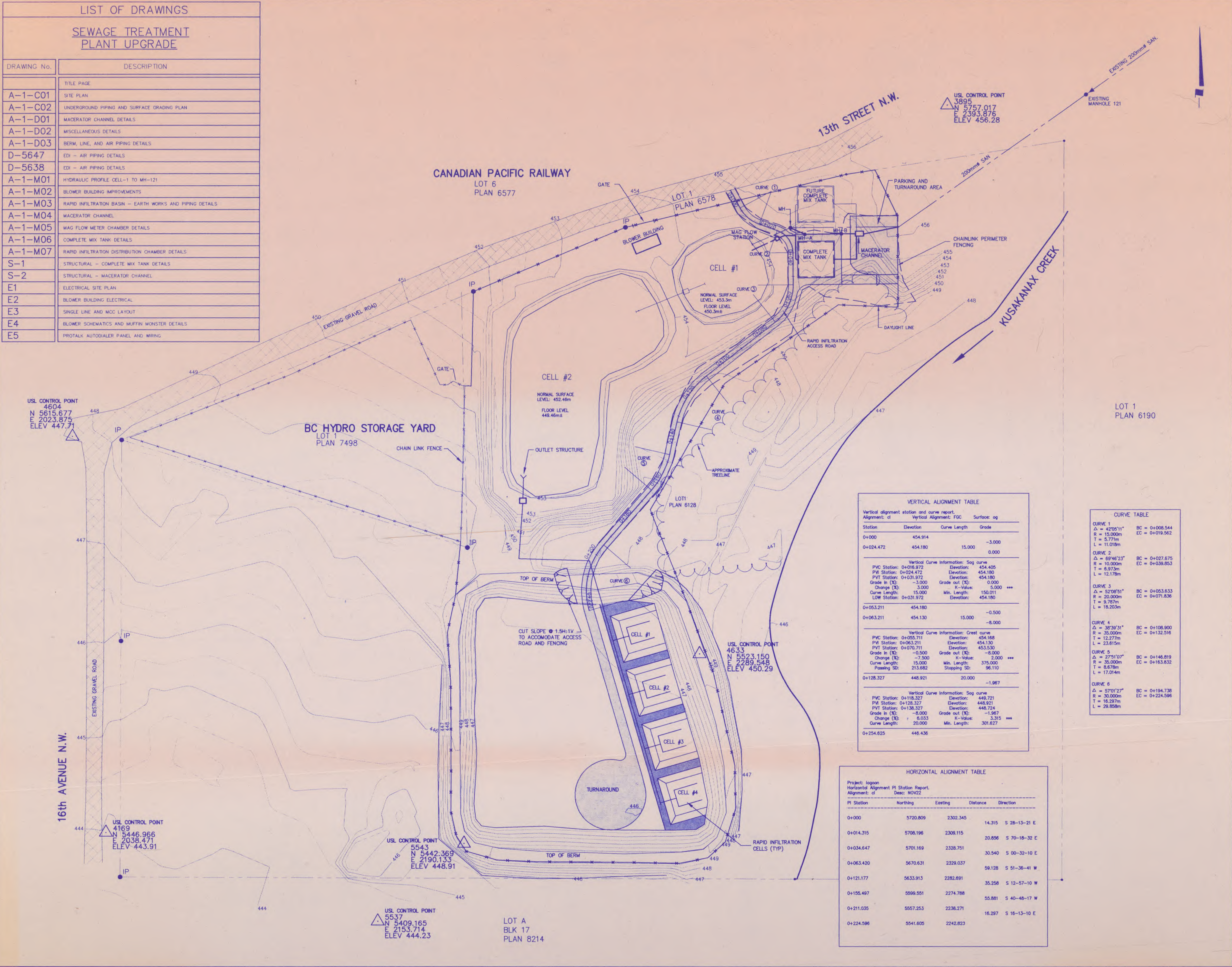


SEWAGE
TREATMENT PLANT
UPGRADE

PROTALK AUTODIALER
PANEL AND WIRING

| | |
|-------------|--------------|
| PROJECT No. | 109311 02 D1 |
| SHEET | 5 OF 5 |
| DWG # | E5 |
| | 4 |

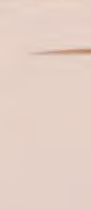

| LIST OF DRAWINGS | |
|--------------------------------|---|
| SEWAGE TREATMENT PLANT UPGRADE | |
| DRAWING No. | DESCRIPTION |
| | TITLE PAGE |
| A-1-C01 | SITE PLAN |
| A-1-C02 | UNDERGROUND PIPING AND SURFACE GRADING PLAN |
| A-1-D01 | MACERATOR CHANNEL DETAILS |
| A-1-D02 | MISCELLANEOUS DETAILS |
| A-1-D03 | BERM, LINE, AND AIR PIPING DETAILS |
| D-5647 | EDI - AIR PIPING DETAILS |
| D-5638 | EDI - AIR PIPING DETAILS |
| A-1-M01 | HYDRAULIC PROFILE CELL-1 TO MH-121 |
| A-1-M02 | BLOWER BUILDING IMPROVEMENTS |
| A-1-M03 | RAPID INFILTRATION BASIN - EARTH WORKS AND PIPING DETAILS |
| A-1-M04 | MACERATOR CHANNEL |
| A-1-M05 | MAG FLOW METER CHAMBER DETAILS |
| A-1-M06 | COMPLETE MIX TANK DETAILS |
| A-1-M07 | RAPID INFILTRATION DISTRIBUTION CHAMBER DETAILS |
| S-1 | STRUCTURAL - COMPLETE MIX TANK DETAILS |
| S-2 | STRUCTURAL - MACERATOR CHANNEL |
| E1 | ELECTRICAL SITE PLAN |
| E2 | BLOWER BUILDING ELECTRICAL |
| E3 | SINGLE LINE AND MCC LAYOUT |
| E4 | BLOWER SCHEMATICS AND MUFFIN MONSTER DETAILS |
| E5 | PROTALK AUTODIALER PANEL AND WIRING |



| VERTICAL ALIGNMENT TABLE | | | |
|---|-----------------------|--------------|--------|
| Vertical alignment station and curve report. | | | |
| Alignment: cl Vertical Alignment: FOG Surface: og | | | |
| Station | Elevation | Curve Length | Grade |
| 0+000 | 454.914 | | -3.000 |
| 0+024.472 | 454.180 | 15.000 | 0.000 |
| Vertical Curve Information: Sag curve | | | |
| PVC Station: 0+016.972 | Elevation: 454.405 | | |
| PVI Station: 0+024.472 | Elevation: 454.180 | | |
| PVT Station: 0+031.972 | Elevation: 454.180 | | |
| Grade in (%): -3.000 | Grade out (%): 0.000 | | |
| Change (%): 3.000 | K-Value: 5.000 | | |
| Curve Length: 15.000 | Min. Length: 150.011 | | |
| LOW Station: 0+031.972 | Elevation: 454.180 | | |
| 0+053.211 | 454.180 | | -0.500 |
| 0+063.211 | 454.130 | 15.000 | -8.000 |
| Vertical Curve Information: Crest curve | | | |
| PVC Station: 0+055.711 | Elevation: 454.168 | | |
| PVI Station: 0+063.211 | Elevation: 454.130 | | |
| PVT Station: 0+070.711 | Elevation: 453.530 | | |
| Grade in (%): -0.500 | Grade out (%): -8.000 | | |
| Change (%): -7.500 | K-Value: 2.000 | | |
| Curve Length: 15.000 | Min. Length: 375.000 | | |
| Passing SD: 213.682 | Stopping SD: 96.110 | | |
| 0+128.327 | 448.921 | 20.000 | -1.967 |
| Vertical Curve Information: Sag curve | | | |
| PVC Station: 0+118.327 | Elevation: 448.721 | | |
| PVI Station: 0+128.327 | Elevation: 448.921 | | |
| PVT Station: 0+138.327 | Elevation: 448.724 | | |
| Grade in (%): -8.000 | Grade out (%): -1.967 | | |
| Change (%): 6.033 | K-Value: 3.315 | | |
| Curve Length: 20.000 | Min. Length: 301.627 | | |
| 0+254.625 | 446.436 | | |

| CURVE TABLE | | | |
|---------------|----------------|--|--|
| CURVE 1 | | | |
| Δ = 42°05'11" | BC = 0+008.544 | | |
| R = 15.000m | EC = 0+019.562 | | |
| T = 5.771m | | | |
| L = 11.078m | | | |
| CURVE 2 | | | |
| Δ = 69°46'23" | BC = 0+027.675 | | |
| R = 10.000m | EC = 0+039.853 | | |
| T = 6.973m | | | |
| L = 12.178m | | | |
| CURVE 3 | | | |
| Δ = 52°08'51" | BC = 0+053.633 | | |
| R = 20.000m | EC = 0+071.636 | | |
| T = 9.787m | | | |
| L = 18.203m | | | |
| CURVE 4 | | | |
| Δ = 38°39'31" | BC = 0+108.900 | | |
| R = 35.000m | EC = 0+132.516 | | |
| T = 12.277m | | | |
| L = 23.615m | | | |
| CURVE 5 | | | |
| Δ = 27°51'02" | BC = 0+146.819 | | |
| R = 35.000m | EC = 0+163.832 | | |
| T = 8.678m | | | |
| L = 17.014m | | | |
| CURVE 6 | | | |
| Δ = 57°01'27" | BC = 0+194.738 | | |
| R = 30.000m | EC = 0+224.596 | | |
| T = 16.297m | | | |
| L = 29.898m | | | |

| HORIZONTAL ALIGNMENT TABLE | | | | |
|---|----------|----------|----------|--------------|
| Project: Iogoon | | | | |
| Horizontal Alignment PI Station Report. | | | | |
| Alignment: cl Desc: NOV22 | | | | |
| PI Station | Northing | Eastng | Distance | Direction |
| 0+000 | 5720.809 | 2302.345 | 14.315 | S 28-13-21 E |
| 0+014.315 | 5708.196 | 2309.115 | 20.856 | S 70-18-32 E |
| 0+034.647 | 5701.169 | 2328.751 | 30.540 | S 00-32-10 E |
| 0+063.420 | 5670.631 | 2329.037 | 59.128 | S 51-36-41 W |
| 0+121.177 | 5633.913 | 2282.691 | 35.258 | S 12-57-10 W |
| 0+156.497 | 5599.551 | 2274.788 | 55.881 | S 40-48-17 W |
| 0+211.035 | 5557.253 | 2238.271 | 16.297 | S 16-13-10 E |
| 0+224.596 | 5541.605 | 2242.823 | | |

| ISSUES | | | | |
|--|------------------|-------------|-------------|-------|
| No. | DESCRIPTION | | DATE | |
| 1 | FOR APPROVAL | | | |
| 2 | FOR TENDER | | NOV, 28/94 | |
| 3 | FOR CONSTRUCTION | | FEB, 17/95 | |
| 4 | AS CONSTRUCTED | | APRIL, 1996 | |
| 5 | PRELIMINARY | | | |
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| No. | DATE | DESCRIPTION | BY | APP'D |
| REVISIONS | | | | |
|  | | DES. | KO/GJB | |
| | | DWN. | GJB | |
| | | DATE | NOV, 1994 | |
| | | CHK. | | |
| SEAL | | | | |
| P. ENG. _____ DATE _____ | | | | |
| SCALE 1:750 | | | | |
| <div><div>URBAN SYSTEMS</div><div><div>Nakusp</div></div></div> | | | | |
| SEWAGE TREATMENT PLANT UPGRADE | | | | |
| <div>○══</div> | | | | |

SCHEDULE B3- PHOTOGRAPHIC RECORD.



Photo 1: CMT with Lagoon 1 in background



Photo 2: Lagoon 1



Photo 3: Lagoon 2 with Mechanical/Blower Building in background



Photo 4: Air valve at CMT



Photo 5: View of blowers in Mechanical Building



Photo 6 :- View of Mechanical Room (empty blower pedestal not used – see USL Drawing E2)



Photo 7: View of Mechanical Room (2# Blowers replaced in 1996)



Photo 8: Electrical Panel in Mechanical Room



Photo 9: Electrical Meter in Mechanical Room



Photo 10: Blower 3 Panel



Photo 11: Blower 2 Panel

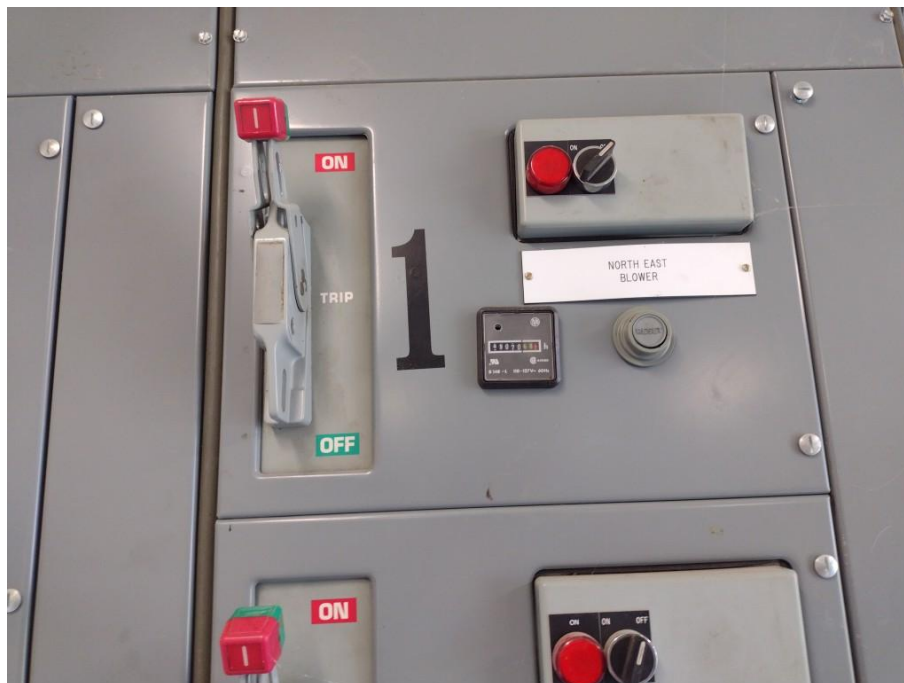


Photo 12: Blower 1 Panel



Photo 13: Panel



Photo 14: Westinghouse 15 HP Motor



Photo 15: Ultraline 20 HP Motor



Photo 16: Lincoln Electric 20HP motor



Photo 17: Blower



Photo 28: Bend from air feed to lagoon



Photo 19: Current headworks (replace Muffin Monster with Honey Monster by others).



Photo 20: Electrical Panel at Headworks

SCHEDULE C - FORM OF PROPOSAL

Schedule C0 – Proponent Information

Attach Schedule C to the front of your proposal

| | |
|------------------------------|---|
| RFP Project Title: | <p>Village of Nakusp</p> <p>WWTP DESIGN BUILD</p> <ul style="list-style-type: none"> • Blower and Motor replacements • New Control Panel and SCADA integration <ul style="list-style-type: none"> • Aeration upgrades |
| RFP Reference Number: | RFP 2025-06 |
| Legal Name of Proponent: | |
| Contact Person and Title: | |
| GST Number: | |
| WorkSafe Number: | |
| Health & Safety Coordinator: | |
| Business Address: | |
| Telephone: | |
| Fax: | |
| Email Address: | |

To the Village of Nakusp

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the BC Bid Website (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

- 2.1** Schedule C-0 – Proponent Information;
- 2.2** Schedule C-1 – Exceptions and Departures;
- 2.3** Schedule C-2 – Questionnaire;
- 2.4** Schedule C-3 – Pricing Proposal

3.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

4.0 I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the Village of Nakusp immediately, and I/we will indemnify and hold the Village of Nakusp harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the Village of Nakusp in connection with any failure to so notify the Village of Nakusp.

5.0 I/We confirm that by submitting a proposal and signing below, the undersigned declares that the owners and officers of the Proponent have no relationship with any employee, elected official, or committee member of the Village of Nakusp, or any other relationship or circumstance which could be perceived to be a conflict of interest, unless such relationship or circumstance is fully disclosed and attached to this form.

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to sign on behalf of the Proponent.

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized
Signatory)

(Print Name and Position of Authorized
Signatory)

Schedule C1 – Exceptions and Departures

If the Proponent takes exception to any of the requirements, terms or conditions contained in the RFP Documents please identify all such exceptions here. Proponents may add additional lines to the table below if required.

Reference should be made in each case to the relevant provision(s) of the RFP Documents to which the exception applies and, to the extent possible, Proponent should submit the wording it would propose.

Note: Exceptions not identified and submitted below may not be considered at a later date.

As of the date of this proposal, we advise that we have the ability to meet all of the above requirements except as follows (list in order of priority, if any):

| Section Reference | Exception Description | Rationale | Proposed Wording |
|-------------------|-----------------------|-----------|------------------|
| | | | |
| | | | |
| | | | |

I/We offer the following alternates to improve the Services described in the RFP (list, if any):

| Section | Requested Departure(s) / Alternative(s) |
|---------|---|
| | |
| | |

The Proponent acknowledges that the departures it has requested in Schedule C 1 will not form part of the Contract unless and until the Village of Nakusp agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Schedule C2 – Questionnaire

Proponents should respond to the questions under each heading clearly and concisely.

Through the information provided in your Proposal, the Village of Nakusp expects to gain an in-depth understanding of a Proponent's experience, capabilities, and capacity to provide the Services outlined in Schedule A, Scope of Services. The answers to the following questions may be taken directly from your proposal.

PROFILE, EXPERIENCE AND QUALIFICATIONS:

Q1: Describe the location of branches, background, years of business under the current legal entity, stability and structure of the Proponent. Provide an executive summary describing the Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP.

A1:

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Q2: Describe three (3) specific examples of recent work completed by the Proponent that required the performance of services similar to the Services described in this RFP (to the extent possible). In each case, the Proponent should identify:

- Project and client name;
- Scope of services provided;
- Project actual start and completion dates;
- Names of key personnel involved in the project who will be available to perform the Services under the Agreement; and
- Contact reference information, phone number and email address of an individual from each client who can provide details and feedback regarding the services performed by the Proponent. The Village of Nakusp may contact these references.

A2:

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TECHNICAL; APPROACH AND METHODOLOGY

Q4: Provide a narrative that illustrates an understanding of the Village of Nakusp's requirements and Services:

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Q5: Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services and accomplishing the objectives within the Village of Nakusp's schedule:

A5:

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Schedule C3 – Pricing Proposal

Indicate the Proponent's proposed Fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows:

| Item No. | Unit Pricing |
|--|--------------|
| Design, supply and installation of 1. Blower and Motor replacements 2. New Control Panel and SCADA integration 3. Aeration upgrades (excl in-lagoon work) | |
| Disbursements: | |
| Contingency Allowance*: Optional A. Backup Generator B: Extend air distribution system for new lateral in Lagoon 2 | |
| Subtotal (Net Price): | |
| GST: | |
| TOTAL PROPOSAL PRICE (including taxes): | |

** Payment of the Contingency Allowance or portions thereof will only be made in the event the Village of Nakusp authorizes additional work, in which case the amount of the payment will be determined as specified. Any unused portion will be deducted from the price.*

Additional Expenses (if applicable):

The proposed Agreement attached as Schedule "A" to the RFP provides that expenses are to be included within the Fee, other than the expenses listed in the Contract as disbursements. Details of any disbursements that are not included in the design-build bid price are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed Fee and proposed disbursements set out above:

SCHEDULE D - RFP ADDENDA

SCHEDULE E - SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

SCHEDULE F - PROPOSED FORM OF CONTRACT – CCDC 2014-13

Design-build Stipulated Price Contract CCDC 14 — 2013

Name of the Work

THE VILLAGE OF NAKUSP
Wastewater Treatment Plant
Blowers and Motors replacements, Aeration upgrades
New Control Panel and SCADA integration

Apply a CCDC 14 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 14 — 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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Public-Sector Owners

Private-Sector Owners

*The Association of Consulting Engineering Companies-Canada

*The Canadian Construction Association

*Construction Specifications Canada

*The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

This document has also been endorsed by the Canadian Design-Build Institute.



Comments and inquiries should be directed to:
Canadian Construction Documents Committee
1900-275 Slater Street
Ottawa, ON
K1P 5H9
613 236-9455
info@ccdc.org
ccdc.org

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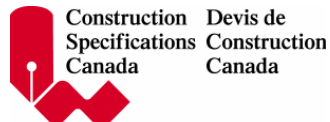


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AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

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

This Agreement made on the _____ day of _____ in the year _____ .

by and between the parties:

THE CORPORATION OF THE VILLAGE OF NAKUSP

hereinafter called the "*Owner*"
and

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The *Design-Builder* shall:

- 1.1 provide the *Design Services*, and
- 1.2 perform the *Work* for

THE VILLAGE OF NAKUSP
WwTP-Blowers and Motors replacements, Aeration
upgrades, Control Panel and SCADA integration

insert above the name of the *Work*

located at

Rem Lot 1, PLAN 6128,
1400, 13TH AVENUE NORTH WEST, NAKUSP
Lat 50.248000, Long -117.817762

insert above the *Place of the Work*

for which the Agreement has been signed by the parties, and for which

insert above the name of the *Consultant*

is acting as, and is hereinafter called, the "*Consultant*", and for which

IAN CHADWICK P,ENG OF EHD ENGINEERING LTD

insert above the name of the *Payment Certifier*

is acting as, and is hereinafter called the *Payment Certifier*, and for which

IAN CHADWICK P.ENG OF EHD ENGINEERING LTD

insert above the name of the *Owner's Advisor*

is acting as, and is hereinafter called the *Owner's Advisor**,
(*Strike out if none appointed)

- 1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance* of the Work by the 31ST day of MARCH in the year 2026.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for 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 – DESIGN SERVICES AND THE WORK:
- Agreement Between Owner and Design-Builder -
Definitions in this *Contract* -
General Conditions of this *Contract*
 - Owner's Statement of Requirements, consisting of the following (list those written requirements and information constituting those documents intended to comprise the Owner's Statement of Requirements):

- Construction Documents

*

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents, e.g. Supplementary Conditions; Proposals; Specifications (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); Drawings (giving drawing number, title, date, revision date or mark); Addenda (giving title, number, date).

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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 *Design-Builder* are:

_____/100 dollars \$ _____

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

_____/100 dollars \$ _____

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

4.5 Amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ percent (_____ %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* 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 *Design-Builder* the unpaid balance of the *Contract Price* when due, together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by 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 5.3.1 of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which 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, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

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- 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 shall 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* shall be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall 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 shall 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.
- 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

THE CORPORATION OF THE VILLAGE OF NAKUSP

*name of Owner**

91-1st Street NW, PO BOX 280, NAKUSP, BC, V0G 1R0

Address

facsimile number

email address

Design-Builder

*name of Design-Builder**

Address

facsimile number

email address

~~Owner's Advisor~~

IAN CHADWICK P.ENG OF EHD ENGINEERING LTD PERMIT TO PRACTICE NUMBER 1001688

*name of Owner's Advisor**

PO BOX 25041 , KAMLOOPS, BC, V2B 8R6

Address

facsimile number

ichadwick@ehdconsulting.com

email address

* If it is intended that the notice must be received by a specific individual, indicate that individual's name.

** Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

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 the inapplicable term.

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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 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted 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

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

THE CORPORATION OF THE VILLAGE OF
NAKUSP

name of Owner

signature

name and title of person signing

DESIGN-BUILDER

name of Design-Builder

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder 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.

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CCDC 14 – 2013

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- 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 Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

Construction Equipment

Construction Equipment means 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 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* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

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 thereto 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 stipulated in paragraph 1.3 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK from the date of the Agreement to the date of *Substantial Performance of the Work*.

Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

Design Services

Design Services are the professional design and related services required by the *Contract Documents*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Construction 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* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Other Consultant

Other Consultant is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

Owner

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

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Owner's Advisor

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

Owner's Statement of Requirements

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Payment Certifier

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

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 incorporated into the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

Shop Drawings

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

Specifications

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

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* 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*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

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 *Owner* 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 *Design-Builder* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for 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 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 *Design-Builder* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

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*.

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GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 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 the *Owner* and the *Design-Builder*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Owner's Statement of Requirements*,
 - the *Construction Documents*,
 - .2 later dated documents shall govern over earlier documents of the same type, and
 - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

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 hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* 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 to in writing.

GC 1.4 ASSIGNMENT

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

GC 1.5 CONFIDENTIALITY

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

PART 2 OWNER'S RESPONSIBILITIES

GC 2.1 OWNER'S INFORMATION

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

GC 2.2 ROLE OF THE OWNER

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

GC 2.3 OWNER'S ADVISOR

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any portion of the *Design Services* or the *Work*.

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- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed 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 *Design-Builder* 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 all costs incurred by the *Design-Builder* as a result of such examination and restoration.

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GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 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 *Owner's* own forces with the *Design Services* and the *Work*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 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 *Design-Builder* as it affects the *Design Services* and the *Work*; and
 - .5 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.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Owner* 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 *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or 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 *Design Services* or 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.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* 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 *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
 - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

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- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* 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 *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

GC 3.3 ROLE OF THE CONSULTANT

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

- 3.4.1 The *Design-Builder* 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 *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
 2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
 3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
 4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

GC 3.5 CONSTRUCTION DOCUMENTS

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- 3.6.1 The *Design-Builder* shall:
1. promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
 2. monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 3. advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

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GC 3.7 SUPERVISION

- 3.7.1 The *Design-Builder* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Design-Builder* 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*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

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- 3.11.4 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the work performed under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Design-Builder's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and the actual cost of the work performed under that cash allowance.
- 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 *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder'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 *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* 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 *Design-Builder 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 PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Design Services* and the *Work* progress.
- 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 to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

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- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and 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 and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 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 *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
 - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, 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 *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Payment Certifier* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder* shall:
 - .1 submit an application for payment of the holdback amount,
 - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

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- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 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 *Design-Builder*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any lien 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 *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

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GC 5.8 DEFERRED WORK

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of work that cannot be performed, payment in full for that portion of the *Design Services* or *Work* which has been performed as certified by the *Payment Certifier* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portions of the *Design Services* and *Work* are finished, only such amount that the *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING DESIGN SERVICES AND WORK

- 5.9.1 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 *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE CONTRACT

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, 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.
- 6.2.2 When the *Owner* and *Design-Builder* 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 *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change 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 *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes 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 *Design-Builder'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 *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

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- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Design-Builder*, for personnel:
 - (1) stationed at the *Design-Builder's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, coordination drawings, and project record drawings; or
 - (4) engaged in the processing of changes in the *Design Services* or in the *Work*;
 - .2 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Design-Builder's* field office;
 - .8 deposits lost;
 - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
 - .10 the amounts of all subcontracts;
 - .11 quality assurance such as independent inspection and testing services;
 - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
 - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
 - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .17 removal and disposal of waste products and debris; and
 - .18 safety measures and requirements.
- 6.3.8 Notwithstanding 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 *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* 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 *Owner* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Design-Builder'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 to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* 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 *Design-Builder* discovers conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and which 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 *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion 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 *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 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 AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
 - .2 fire, unusual delay by common carriers or unavoidable casualties, or
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
- then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

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incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* 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 *Owner* no 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 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim 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, to give the other party the opportunity to take actions to mitigate the claim.
- 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 other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 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 regular intervals as agreed between the parties, 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 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

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GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails 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 *Design-Builder Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 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 *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, and
 - .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.
- 7.2.4 If the *Design-Builder* 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:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
 - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
 - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
 - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
 - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
 - .4 charge the *Design-Builder* the amount by which:
 - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
 - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
 - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

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GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.3.1 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 *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* 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 *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
 - .2 make reasonable efforts to delay *Product* deliveries, and
 - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 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, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, 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.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. 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 the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary 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 *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

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- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, 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.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, 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 and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 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.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

GC 8.2 RETENTION OF RIGHTS

- 8.2.1 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 8.1.4.
- 8.2.2 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 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
 - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

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- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* 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 AND MATERIALS

- 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 *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .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 *Design-Builder* 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 *Design-Builder* 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 toxic or hazardous substances which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or 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 *Design-Builder* or anyone for whom the *Design-Builder* 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 *Design-Builder* shall:
- .1 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by legislation applicable to the *Place of the Work*, and
 - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* 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 *Design Builder* or anyone for whom the *Design Builder* 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 *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder'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;

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- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – 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 in paragraphs 9.2.7 or 9.2.8.

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 of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.
- 9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
 - .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Design-Builder* or *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, and
 - .2 the *Design-Builder* 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.
- 9.5.2 If the *Owner* and *Design-Builder* 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 make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.
- 9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .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, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.2, and
 - .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder'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, and
 - .2 reimburse the *Design-Builder* 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, and
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

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.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, 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 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

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 proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made 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 *Design-Builder* fails to advise the *Owner* in writing and 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 *Design-Builder* 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 proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or 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 *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder'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 model, plan or design of which was supplied by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

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GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
 - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years.
 - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
 - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” 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 *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitation, 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*; or
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. 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 *Substantial Performance of the Work*.
 - .7 The “all risks” 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 *Design-Builder* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Design-Builder* 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 *Design-Builder* 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 *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
 - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at 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 of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

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- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* 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 of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 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 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder'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 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* 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 any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

GC 12.1 DEFINITION AND SURVIVAL

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

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GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, 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) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
 - (2) a breach of this *Contract* by the party from whom indemnification is sought; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK 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*.
- 12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 of the Agreement – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.
- 12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.
- 12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.
- 12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Design-Builder'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*.
- 12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became 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 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- 12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:
- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
 - .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

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GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .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 *Design-Builder* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
 - .4 damages arising from the *Design-Builder'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 12.5 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should 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, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

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- .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.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 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 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.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.5 WARRANTY

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder'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.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.