## DISTRICT OF SOOKE WWTP EXPANSION PROJECT 2022

## ADDENDUM NO. 5

## September 7<sup>th</sup>, 2022

This addendum forms part of the Tender Documents and shall be read, interpreted, and coordinated with all other parts. The costs of all elements contained herein shall be included in the submission. The following revisions, changes, corrections, additions, and or deletions supersede the information contained in the original Documents to the extent referenced and shall become part thereof.

This addendum relates to the tender entitled "DISTRICT OF SOOKE WWTP EXPANSION PROJECT 2022", issued on BC Bid on July 27<sup>th</sup>, 2022 (Package)

## Addendum Item 1 Responses to Questions from Bidders

Question in black, responses in red.

### General

- 1. For the plant tie-ins is there a recommend sequence? or should the contractor develop this plan and price in all shutdowns and bypass pumping as required?
  - If it is the contractors responsibility, please confirm the following:
    - i. Allowable shutdown duration for UV (required for UV channel coring) 8 hours
    - ii. Allowable shutdown duration for both SBRs (required for ½ splitter box coring and tie-ins)

Flow will have to be bypass pumped to SBR 1 to allow splitter box and SBR 2 to be drained

iii. Allowable shutdown for SBR 2 (while number 1 is online) -extended duration required to install piping in SBR 2.

If work is planned outside of wet weather season (Nov-Mar), the plant should be able to operate for an extended period on one operating SBR train, exact timing to be confirmed with Operations during construction.

- 2. Can plant as-builts be provided?
- Yes included with this Addendum #5.
- 3. What is the "Painting" line item in the SOQ for? (since everything is galvanized or stainless?)

There are steel double doors on the chemical storage room below the thickener slab. Which line item should include the pricing for the HVAC equipment shown on M500? Additional line item added to Schedule of Quantities and Prices under Division 23-HVAC. Revised SOQ provided as part of this addendum.

4. Addendum #2 mentions carrying 90% of novation supply contract in the tender. Please provide exact price to be carried and in which line item, so there is no speculation.

It is expected that 10% to cover shop drawing preparation for both the JWCE Contract and the Xylem contract will be paid prior to the signing of novation agreements between the general contractor, supply contractor and the District of Sooke. The below is a breakdown of the contracts for your use in bidding.

- JWC Environmental Contract:
  - Total Contract Price Including GST: \$251,842
  - Total Contract Price Excluding GST: \$239,850.00
  - 90% of Contract Price to Be Carried by General Contractor:
    - \$215,865.00 excluding GST.
- Xylem Contract:
  - Total Contract Price Including GST: \$490,547.00
  - Total Contract Price Excluding GST: \$468,345.00
  - 90% of Contract Price to be carried by General Contractor:
    - \$421,510.50 excluding GST.

Note that these numbers are the contract balance to be paid directly to the supply contractor under the measurement and payment terms of their respective contracts. The contractor shall include in the bid all additional costs related to the novation agreements as they see fit.

No separate line item shall be provided in the Form of Tender Appendix 1: Schedule of Quantities and Prices to accommodate the balance to be carried from the supply contracts with JWC Environmental and Xylem. These balances should be assigned by the bidders to the line items most relevant to the specific piece of novated equipment in the FOT Appendix 1.

5. Please verify if an email tender submission (including bid bond and amendments) is acceptable? Digital submissions will be allowed. See Addendum Item 3 for further information.

## Civil

- 6. Can a Civil 3D file be provided for a better estimate of cut and fill quantities? No Civil 3D file can be provided at this time.
- 7. Can the native excess clay be disposed onsite or should we include cost for trucking and disposal offsite? Assume disposal offsite.
- 8. Is a perimeter drain required? If yes, please provide details including storm water tie-in locations. The Geotech report (section 5.10) in Addendum #1 mentions recommendation. No perimeter drain to be included in the bid.

## **Structural Concrete**

9. Should waterproofing or any admixture be added to the concrete or applied to the interior tank surface? Please bid as shown in the tender drawings and specifications. No waterproofing or use of any admixture is indicated in the tender package. Contractor may submit RFI/Shop Drawings regarding use of concrete admixture subject to consultants' approval. All water-retaining structures to pass the Hydrostatic Pressure Test and contractor to repair all leakage cracks as per the Concrete Specification 0500.

## **Process/Mechanical**

10. Should the rotary drum piping be insulated, and heat traced?

No. Will have continuous flow of warm sewage.

11. What jacketing should be provided for the pipe insulation? (Aluminium or PVC jacketing?) Spec in Addendum #2 only mentions the insulation core

Either is acceptable.

12. Should all submerged metals be 304SS or 316SS (pipe supports, piping, couplings, hardware, etc.)?

Piping should be 304SS or 316SS as shown on the drawings. Pipe supports, coupling and hardware can be epoxy coated, galvanized, or stainless whichever is cheapest. If dissimilar metals are used for couplings, etc., Contractor to ensure proper insolation from the stainless piping to avoid galvanic action.

13. Can you please provide a detailed list of supplied items under the novation agreement? Scope of supply is not clear for the xylem supplied SBR equipment. In-particular the Instruments and Air-diffuser equipment.

The signed contracts and submissions from both JWC Environmental and Xylem outlining the supplied equipment are attached for reference.

## Electrical

- 14. The future decanter VFD (VFD-344 on I005) is shown in bold on the P&IDs but not shown on the single line diagram. Is this VFD required to be supplied and installed under this contract? The VFD for Future Decanter 344 is NOT required, under this project
- 15.1009 does not show the VFD or soft starter for P-910. Is this part of the vendor package "L" or to be supplied by the contractor? Pump P-910 is supplied by, powered from, and controlled by the Sludge Thickener Vendor Package. Contractor is to supply and install all interconnecting wiring.
- 16. Single line E611 & drawing E613 mentions Panel PNL-600B (for EQ pump and Thickener). Please provide details on this panel and in-particular the VFD's. Who is to supply this panel? Please refer to clarifications related to Panel 600B in addendum #4
- 17. Should there be local disconnects for the EQ pumps? Please confirm what equipment requires local disconnects. EQ pumps P-810 and P-820 should be vendor supplied with sufficient pump cable to be routed from the pump to the VFD in the new Kiosk defined in Addendum #4 without splice or Junction box. Disconnecting means will be via the feed circuit breaker in panel 600B.

Addendum Item 2 Drawing Changes/Additions

No Updates

Addendum Item 3 Specification/Document Changes/Additions

- For Bidders Information Only:
  - Xylem have provided the following schedule for their contract.

					Date	Subm	ittals	Agreed	Forecast	
Job	Plant	PE	EE	Eqpt	Accepted	Due Date	# Resub	Ship	Ship	
22-9960AC	SOOKE, BC - WWTP - MECHANICAL	WDR		BI,Dc,Pm		10/17/22	1	2/20/2023	2/20/2023	
	SOOKE, BC - WWTP - ELECTRICAL	WDR		BI,Dc,Pm		10/17/22	2	2/20/2023	2/20/2023	

- Electronic Submissions will be allowed for this tender. The following revisions are made to the tender documents:
  - Remove and replace Section 00 10 00 Instructions to Tenderers, Clause 1.3.5 (Tender Submissions) with the following: Electronic Submissions will be allowed and received by email at the following address prior to the tender close time. Responsibilities for ensuring receipt of the documents before closing time are purely the responsibility of the proponent.
    - Email address for Electronic Submissions: <u>engineering@sooke.ca</u>.

## End of Addendum

## Acknowledgement of this Addendum in your Tender submission is required.

Shaun Swarbrick, P.Eng.

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## Appendix 1 – Rev 2

## SCHEDULE OF QUANTITIES AND PRICES – GST EXCLUDED (See paragraphs 3.3.4 and 10.1 of the Instructions to Tenderers)

Description	Quantity	Unit	Total Price (\$)
DIVISION 00 – CONTRACT REQUIREMENTS			
Item 1.1 – Bonding and Insurance	1	LS	
DIVISION 01 – GENERAL REQUIREMENTS			
Item 2.1 – Mobilization and Demobilization	1	LS	
Item 2.2 – Startup, Commissioning and Training	1	LS	
Item 2.3 –O and M Manuals and Record Drawings	1	LS	
DIVISION 03 - CONCRETE	1	LS	
DIVISION 05 - METALS	1	LS	
DIVISION 09 - PAINT	1	LS	
DIVISION 22 - PLUMBING	1	LS	
DIVISION 23 - HVAC	<mark>1</mark>	LS	
DIVISION 25 – INTEGRATED AUTOMATION			
Item 7.1 – Instruments and Control Devices and Wiring	1	LS	
Item 7.2 – Package Equipment Wiring Interconnections	1	LS	
Item 7.3 – SCADA PLC Programming/Integration	1	LS	
DIVISION 26 – ELECTRICAL	1		
Item 8.1 – Electrical Equipment and Wiring	1	LS	
Item 8.2 – Motor Control Centre and Installation	1	LS	
Item 8.3 – Commissioning Support	1	LS	
Item 8.4 – Other Electrical	1	LS	
DIVISION 31 - EARTHWORKS			
Item 9.1 - Excavation	1	LS	
Item 9.2 – Import Fill	1	LS	
DIVISION 32 – SURFACE IMPROVEMENTS			
Item 10.1 – Access Road Construction	1	LS	
Item 10.2 – Walkway Construction	1	LS	
DIVISION 33 – SITE UTILITIES	I		
Item 11.1 – Water Piping	1	LS	
Item 11.2 – Sanitary Sewer Piping	1	LS	

Tenderer's Owner's Initial Initial

Description	Quantity	Unit	Total Price (\$)
DIVISION 40 – PROCESS INTEGRATION			
Item 12.1 – Process Piping Valves and Gates	1	LS	
Item 12.2 – Other Process Appurtenances	1	LS	
DIVISION 43 – PROCESS EQUIPMENT			
Item 13.1 –EQ Tank Pumps	1	LS	
Item 13.2 – Rotary Drum Thickener Feed Pump	1	LS	
Item 13.3 – Tertiary Disk Filter - OPTIONAL	1	LS	
DIVISION 44 – POLLUTION CONTROL EQUIPMENT			
Item 14.1 – Sequencing Batch Reactor	1	LS	
Item 14.2 – Rotary Drum Thickener	1	LS	
Item 14.3 – Polymer Feed System	1	LS	
	Su	ub-Total:	\$
	GST (5%):		
		\$	

Tenderer's Owner's Initial Initial

#### CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_\_ day of June, 2022.

BETWEEN: JWC Environmental Canada ULC (the "Supply Contractor")

AND: District of Sooke (the "District")

THIS AGREEMENT WITNESSES that the Supply Contractor and the District agree as follows:

- 1. The Supply Contractor shall provide all labour, materials, equipment, supplies and all other items required to supply the Goods and perform all other Work within the required time, as required by the Contract Documents.
- 2. The District shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
- 3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - .1 the tender price, as set out Section 00 20 00, and
  - .2 any payments made on account of changes, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation payable to the Supply Contractor by the District for the Goods other Work and shall cover and include necessary costs including but not limited to all supervision, labour, materials, equipment, supplies and all other items, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, storage as required, conveyance and delivery, packing, crating, freight, cartage, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

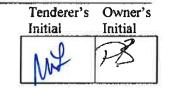
- 4. The Supply Contractor shall supply all Goods to the Delivery Point no later than the dates shown on Section 00 20 00 Schedule 2, including revisions under Section 00 50 00, Item 7.1.2, if any.
- 5. The Contract Documents shall form a part of this Agreement.
- 6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between the District and the Supply Contractor with respect to the subject matter of this Agreement.



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Capitalized terms in this Agreement shall have the meanings as set out in Section 00 50 00, Clause 1.1.

- 7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the District.
- 8. No action or failure to act by the District or an authorized representative of the District shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 9. This Agreement shall enure to the benefit of and be binding upon the District and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, such persons shall be jointly and severally liable for all of the representations, warranties, covenants and obligations of the Supply Contractor under the Contract.
- 10. Time shall be of the essence of this Agreement.
- 11. This Agreement is governed by the laws of British Columbia, Canada.
- 12. This Contract Agreement will be assigned to the General Contractor once that contract is awarded. (Estimated to be by fall 2022).



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

DISTRICT OF SOOKE

by its authorized signatory on day of	, 2022:
SIGNED on behalf of the District by:	
Signature: Paul Bohemier Name: Paul Bohemier Title: Manager of Waskwater	
JWC Environmental Canada ULC by its authorized signatory on <u>7th</u> day of <u>Juma</u>	, 2022:
SIGNED on behalf of the Contractor by:	*
Signature:	
Name: Title: VP Engance	
nue. Vy wynance	

Signature:	
Name:	

Title:	 		

**END OF SECTION** 

Tenderer's	Owner's
Initial	Initial
Muy	PB

#### Part i General

#### 1.1 **DEFINITIONS**

.1 The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below.

"Addenda" means any and all addenda issued by the District;

"Agreement" means the agreement set out in Section 00 40 00;

"Construction Contract" means the agreement between the District and the General Contractor who is to install the Goods supplied pursuant to the Contract;

"Contract" means the agreement formed by the District's acceptance of the Tender for completion of the work set out in the Contract Documents;

"Contract Documents" means the following documents:

- .1 the Tender Documents
- .2 the executed Tender Form
- .3 the executed Bonds, if any,
- .4 the executed Agreement
- .5 the General Conditions
- .6 Drawings, if any
- .7 Specifications
- .8 Change orders
- .9 Addenda
- 10 other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference;

"Contract Price" has the meaning set out in Section 00 40 00 Clause 3;

"Day" means calendar day;

"Delivery Date" has the meaning set out in Section 00 20 00 Schedule 2;

"Delivery Point" means the location set out in Section 00 10 00 Clause 1.2.3;

"Drawings" means the drawings included in the Tender Documents together with those prepared by the District and the General Contractor and the Supply Contractor pursuant to the terms of the Contract and include:

- .1 Modifications of drawings issued by Addenda;
- .2 Drawings submitted by the General Contractor or Supply Contractor during the progress of the work and accepted by the District either as attachments to change orders or as non-modifying supplements to the drawings in the Tender Documents including drawings issued by Addenda;



JWC Environmental Inc 2850 S. Red Hill Ave., Suite 125 Santa Ana, CA 92705 P: 949-833-3888 F: 714-242-0240 E: jwce@jwce.com

May 3, 2022

District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2 Canada

Attn:Paul Bohemier, Manager of WastewaterRe:District of Sooke WWTP Upgrades 2022

Please find enclosed our bid for the above referenced project. If you have any questions, please contact Bonnie Wong at 604-291-7150.

Sincerely,

JWC ENVIRONMENTAL

Eric K. Elam Inside Technical Sales



www.jwce.com



JWC Environmental Canada 2889 Norland Avenue Burnaby, BC Canada V5B 3A9 P: 604-291-7150 F: 604-291-7190 E: sales@ipec.ca

April 29, 2022

Project: District of Scoke WWTP Expansion Equipment Supply and Delivery Clarifications to General Conditions

The following clarifications are offered by JWC Environmental Canada ("Supply Contractor").

 Add new ARTICLE "Limitation of Liability. Notwithstanding anything to the contrary in the Contract, including all documents making part thereof, in no event shall Supply Contractor be liable for loss of profit, indirect, punitive, special, incidental or consequential damages of any kind. The liability of the Supply Contractor under this Contract shall not exceed (i) the proceeds actually paid out on claims against the Supply Contractor's insurance policy, or (ii) for ilability to which such insurance does not apply, 100% of the Contract Price, provided, however, the Supply Contractor shall remain liable without limit for its gross negligence or willful misconduct."

#### TENDER FORM

#### Contract: SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT

#### 1. I (WE), THE UNDERSIGNED:

have received and carefully reviewed all of the Contract Documents, including the Instructions to Tenderers, and the following Addenda which form a part of this tender:

Addendums 1 and 2

(Addenda, if any)

(Tenderer to Complete)

#### 2. TENDER DOCUMENTS

2.1 The Tender Documents for this Contract include the following:

- a. All documents listed in Section 00 10 00, Table of Contents;
- b. Drawings: Issued for Equipment Pre-purchase
- c. Addenda as issued.

#### 3. TENDERERS OFFER

3.1 The Tenderer hereby offers to perform and complete all of the Work and to supply all the plant, material, equipment, labour and workmanship, and to do everything further necessary, as set out in the Contract Documents for the fulfillment of TENDER for the SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT to the DISTRICT OF SOOKE on the terms and conditions therein contained and within the time specified limited and for the amounts set out in the completed schedule of unit prices (Schedule 1 - Quantities and Prices).

#### 4. TENDERERS DECLARATIONS

- 4.1 The Tenderer declares that it has read and understood and agrees to be bound by the Tender Documents.
- 4.2 Without limiting the generality of Section 00 20 00, Clause 4.1, the Tenderer declares that it has fulfilled and complied with all of those obligations and requirements under the Tender Documents which are required to be fulfilled by the Tender Closing.
- 4.3 The Tenderer confirms, represents and warrants that all information which it has provided to the District is true and accurate in every respect.

Tenderer's	Owner's
Initial	Initial
GQ	PB

District of Sooke WWTP Expansion Equipment Supply and Delivery Section 00 20 00 TENDER FORM Rev 1 Page 2 March 2022

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#### 5. SCHEDULES

5.1 The immediately following Schedules, namely:

Schedule 1 - Quantities and Prices Schedule 2 - Supply and Delivery Dates Schedule 3 – Maintenance and Support

shall form part of the Tender Documents. The Tenderer shall complete the Schedules and submit per Section 00 10 00, Clause 8.1.

- 5.2 The information contained in the Schedules may be used by the District to assess the Tenderers ability to perform the Contract and may be taken into account by the District in its decision to award the Contract.
- 5.3 All prices shall be shown in Canadian currency.

Tenderer's Initial	Owner's Initial
GQ	PB

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#### SCHEDULE 1 - QUANTITIES AND PRICES

The Tenderer hereby submits unit prices as required by the specifications and agrees that these prices will be used for payment for the Goods including Goods additional to and deleted from the Contract and agrees that the prices quoted shall remain in force until the date of completion of the Contract.

The Tenderer confirms that the tender price, including any unit prices, include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Delivery Point, packing, crating, freight, cartage, shipping charges, drafting charges, overhead, profit and all tariffs, customs, duties and taxes, including provincial sales tax, with the exception of GST which shall be shown separately.

The total of the unit prices plus the applicable GST shall agree with the total tender price.

Item	Description	Qty	Unit	Unit Price (S)	Total Price (S)
ı	Supply and delivery of Rotary Drum Thickener summarized in Section 44 43 26 and drawings as part of this Tender package.	1	LS	s 78,390	s 78,390
2	Supply and delivery of Rotary Drum Thickener Feed Pump summarized in Section 43 25 13 and drawings as part of this Tender package.	l	LS	\$ 24,490	\$ 24,490
3	Supply and delivery of Polymer System package summarized in Section 44 44 36 and drawings as part of this Tender package.	I	LS	<sup>S</sup> 23,490	\$ 23,490
4	Supply and delivery of Control Panel package summarized in Section 44 43 26 and drawings as part of this Tender package.	ĩ	LS	\$ 113,480	s 113,480
			G	ST (5%) of total	s 11,992.50
				Total	\$ 251,842.5

SCHEDULE 1 - QUANTITIES AND PRICES

The tender assessment is based on the total price for all items related to each equipment package. No claims for lost profit will be allowed from any tenderer if the optional items do not become part of the contract.

The tender price stated above will be used to compare submitted Tenders. The District reserves the right to check the above extensions and additions and to make corrections as necessary.

The unit prices will govern payments for the Goods of the resulting Contract.

#### PAYMENT TERMS

Refer to Section 01 27 00 Measurement and Payment. Clause 1.4 Progress Payments, for a description on how payments will be made.

Tenderer's Initial	Owner's Initial
GR	B

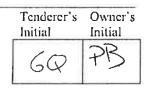
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#### SCHEDULE 2 – SUPPLY AND DELIVERY DATES

- 1. The Tenderer shall complete the following Schedule of Supply and Delivery Dates for the Goods and shall be prepared to supply the Goods to the Delivery Point no later than the date shown on Table 1 below. The Schedule of Supply and Delivery should be the Tenderers best realistic delivery date.
- 2. It is the intent of the Contract that the Goods, including all main equipment, ancillaries, accessories and any tools, be supplied as completely assembled as practical. If it is the intent of the Tenderer to supply any Goods, accessories and tools in components or not completely assembled, the Tenderer should indicate the separate components or provide a description of the state of assembly for each type of equipment.
- 3. Final schedule is ultimately determined by the General Contractor responsible for delivering the construction contract; however, Supply Contractor shall be prepared to deliver materials as required to site by the date indicated in Table 1 below.
- 4. The project intent is to have the construction completed by the end of 2023.
- 5. Table 1 Supply and Delivery Dates

In response to the District's preferred delivery dates, the Tenderer offers its best delivery schedule as follows:

Item	Description	Tender's Proposed Delivery Date	The District's Preferred Delivery Date Schedule
1	Complete Shop Drawings Weeks following Notice to Proceed	5 weeks	4 weeks
2	Equipment Delivered to Site Weeks following completion of Shop Drawing Review	20 weeks	26 weeks



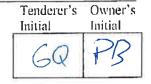
#### SCHEDULE 3 - MAINTENANCE AND SUPPORT

The Tenderer shall complete the following Schedule of Maintenance and Support for the Goods. The following are the minimum requirements of the Supplier:

- Shall provide a 24 hour, 365 day toll free service hotline
- Next day Service Technician (experienced with Manufacturer's complete system)
- Same day or overnight parts availability

SCHEDULE 3	- MAINTENANCE	AND SUPPORT
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Item	Description	Suppliers Availability	
1	Toll free service Hotline hours and days per year	hours,365 days a year	
2	Technician Availability	Same day / overnight/ other (describe) * 3 - 14 days after scheduling	
3	Part availability (including rectifier and electrolytic cells)	Same day / overnight/ other (describe) * 1 - 14 days depending on stock	
4	Local Service Provider	Company: JWC / IPEC Canada Years' Experience with Manufacturers Equipment: 40 Local Address: 2889 Norland, Ave., Burnaby, BC Canada V5B3A9	



#### NOVATION AGREEMENT ACKNOWLEDGEMENT

The Tender agrees to join in an assignment and Novation Agreement in the form set out in Appendix A as soon as the construction contract between the District and the General Contractor has been signed.

#### **EXECUTION BY TENDERER**

CA USA this 3th day of MAY . 2022. This Tender is executed at GRANCE COUNTY,

> Print name of District or District, and Province, or if outside Canada, Country.

SIGNED

by JUC ENVIRONMENTAL INC (Print Company Name) By its authorized signatory (ics):

(Signature)

GREGORY B. QUEEN

(Print Name and Title)

END OF SECTION

RESIDENT



MC OELAWA

## BID BOND

#### Standard Construction Document CCDC 220 - 2002

Bond No.: MNR218802-22-02

Bond Amount: 10% of tender price

JWC ENVIRONMENTAL INC. us Principal, hereinafter a called the Principal, and <u>CHUBB INSURANCE COMPANY OF CANADA</u> and duly corporation created and existing under the laws of <u>Canada</u> and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto

#### DISTRICT OF SOOKE

as Obligee, hereinafter called the Obligee, in the amount of <u>Ten percent of tender price</u> (10% of tender price ) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, in the year \_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_, in the yea

WWTP Expansion Equipment Supply and Delivery (IFT 2022-004) - SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT INCLUDING: ROTARY DRUM THICKENER\_ROTARY DRUM THICKENER FEED PUMP. POLYMER SYSTEM, AND CONTROL PANEL

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, within <u>Sixty (60)</u> days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond,

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WIEREOF, the Principal and the Surety have Signed and Sealed this Bond dated \_\_\_\_\_27th\_\_\_\_\_ day of \_\_\_\_\_\_

SIGNED and SEALED in the presence of

JWC ENVIRONMENTAL INC.	and the second s
	RONMEN
Signature	SW: CON CONTENT
GREGORY B. QUEEN	COMPANY
Name of person signing	2011
	OELAWARC.
CHUBB INSURANCE COMPANY OF CANADA	The section of the
intro	annun mutter
Signature	
Roxanne Villa_Attorney.In Faca	-
Name of person signing	

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#### BOND No.: MNR218802-22-02

#### DISTRICT OF SOOKE

#### DISTRICT OF SOOKE WWTP UPGRADES 2019 CONTRACT 1790-20-WWTP-002

## **UNDERTAKING OF SURETY - PERFORMANCE BOND**

[Undertaking to accompany Tender]

**District of Sooke** 2205 Otter Point Road Sooke, British Columbia V9Z 1J2

Gentlemen:

We, the undersigned

#### CHUBB INSURANCE COMPANY OF CANADA

(Insert Bonding Company's Name)

do hereby undertake and agree to become bound to District of Sooke for a PERFORMANCE BOND for

One Hundred Fifty Five Thousand	DOLLARS (\$)
(Insert a Sum Equal to 50 Percent of the Total Tendered Amount)	

for the fulfilment of the Contract to perform the works and services, all as specified in the attached Tender Form if the Contract is awarded to

JWC Environmental Inc.

(Insert Tenderer's Name)

Dated at	Sooke	British Columbia, this	29th	day of	April	,2022,
----------	-------	------------------------	------	--------	-------	--------

Yours very truly,

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Roxanne Villa, Attorney In Fact

## PERFORMANCE BOND

Standard Construction Document CCDC 221 - 2002

Bond No. MNR501128

Bond Amount: \$ 125,921.25

JWC ENVIRONMENTAL CANADA ULC

called the Principal, and <u>CHUBB INSURANCE COMPANY OF CANADA</u> a corporation created and existing under the laws of <u>Canada</u> and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto

#### DISTRICT OF SOOKE

as Obligee, hereinafter

as Principal, hereinafter

called the Obligee, in the amount of <u>One Hundred Twenty Five Thousand Nine Hundred Twenty One and 25/100</u> **Dollars** (\$ <u>125,921.25</u>) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated <u>20th</u> day of <u>May</u>, in the year <u>2022</u> for

IFT 2022-004 Rotary Drum Thickener, Rotary Drum Thickener Feed Pump and Polymer System District Of Sooke WWTP Expansion Upgrades.

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or,
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or,
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_.

SIGNED and SEALED in the presence of

JWC ENVIRONMENTAL CANADA	ULC MUNIRON COMMAN
Then he	CORP.
Signature Marvin Lee	2011
Name of person signing	CAWAR
CHUBB INSURANCE COMPANY C	F CANADA
Xta	my
Signature	V
Roxanne Villa, Attorney In Fact	
Name of person signing	



-

(CCDC 221 - 2002 has been approved by the Surety Association of Canada)



181 University Ave, Suite 1700 Toronto ON M5H 3M7 T. 416-599-5530 | 1-800-668-5901 | F. 416-599-5458

## CERTIFICATE OF INSURANCE No 2021-00105

#### THIS IS TO CERTIFY TO:

#### To Whom It May Concern

 that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:

 NAMED INSURED:
 JWC Environmental Canada ULC

 ADDRESS:
 2889 Norland Avenue, Burnaby, BC V5B 3A9

 Description of operations and/or activities and/or locations to which this certificate applies:

 Evidence of Insurance Only

ТҮРЕ	<b>INSURER / POLICY No</b>	TERM	LIMITS
Commercial General Liability	XL Insurance Company SE Policy No: CA00000154LI21A	Jul 01, 2021 to Jul 01, 2022	
per occurrence inclusive Bodily Injury, Death Damage	and Property		\$ 5,000,000
General Aggregate			\$ 5,000,000
Products Completed Operations			\$ 5,000,000
Personal and Advertising Injury			\$ 5,000,000
Limited Pollution (Sudden & Accidental)			\$ 2,000,000
Non-Owned Automobile - SPF #6			\$ 5,000,000
S.E.F. No. 94 - Legal Liability for Damage to	Hired Automobiles - Subject to \$1,000 All F	Perils Deductible	\$ 30,000
Including; Broad Form Property Damage, Co	ntractual Liability, Cross Liability, Continger	nt Employer's Liability	

#### Additional Information

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, notice of cancellation will be delivered in accordance with the policy provisions.

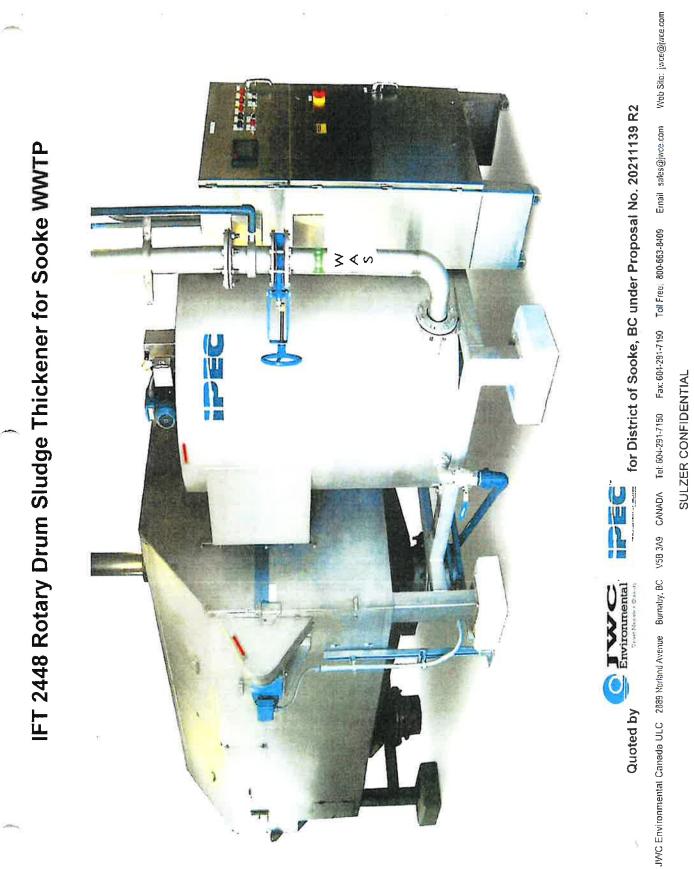
Limits shown above may be reduced by Claims or Expenses paid.

### BFL CANADA Risk and Insurance Services Inc.

mas

Signed in Toronto this June 21, 2021

Authorized Representative Morene Williams



District of Sooke	Section 00 50 00
WWTP Expansion	GENERAL CONDITIONS
Equipment Supply and Delivery	Page 17
	March 2022

- .5 The District, may withhold from payment to the Supply Contractor:
  - .1 Any set-off the District may be entitled to under the Contract;
  - .2 The amount of any bona fide builder's lien claim asserted against the District or which the District acting reasonably anticipates will be made against the District.
- .6 Prior to payment to the Supply Contractor, if requested by the District, the Supply Contractor shall deliver to the District a statutory declaration in form satisfactory to the District declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the District, acting reasonably, determines is necessary or desirable.
- 7 Builders Liens
  - .1 The Supply Contractor shall, at its own cost and expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished in connection with the supply of the Goods to the lands comprising the Delivery Point which may be registered against or otherwise affect the said lands or the supply of Goods, to be promptly discharged from title to such lands.

#### 8.2 WHMIS

- .1 The Supply Contractor must comply with all requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets in accordance to all applicable laws.
- .2 The Supply Contractor must deliver copies of all relevant material safety data sheets to the Engineer upon delivery of goods.

#### END OF SECTION

## APPENDIX A

## **DRAFT NOVATION AGREEMENT**

BETWEEN:

#### **District of Sooke**

(DISTRICT)

AND:

(CONTRACTOR)

AND:

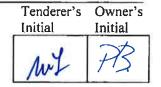
JWC Environmental Canada ULC

(SUPPLY CONTRACTOR)

#### WHEREAS:

- A. District entered into a Contract with the Supply Contractor dated <u>6/1/22</u>, for the Supply and Delivery of Wastewater Equipment (Supply Contract), which is annexed hereto as Appendix "A";
- B. It is a requirement of the Supply Contract that the Supply Contractor enter into a Novation Agreement with the General Contractor (hereby referred to as "the contractor") selected by the District for the Construction Contract;
- C. District entered into a contract with Contractor dated  $[\frac{6}{1}/22]$ , for  $[\frac{5}{251}, 842.55]$  (Construction Contract);
- D. It is a requirement of the Construction Contract that the Contractor enter into a Novation Agreement with Supply Contractor so that Supply Contractor becomes a subcontractor to the Contractor;

NOW THEREFORE in consideration of the premises and of the mutual agreements hereinafter contained the parties agree as follows;



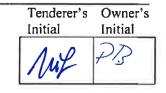
- 1. The Contractor and Supply Contractor agree to be bound by the terms of the Supply Contract, annexed hereto as Appendix "A", with the Contractor assuming all the rights and obligations of the District as set out therein.
- 2. Supply Contractor retains all the rights and obligations set out in the Supply Contract and henceforth accepts the Contractor in place of the District.
- 3. Supply Contractor agrees that henceforth it is a subcontractor to the Contractor in respect of the Construction Contract.
- 4. Supply Contractor hereby releases the District from all of the District's obligations under the Supply Contract and from all claims of every nature whatsoever arising therefrom, excepting only those claims, if any, already notified to the District in writing, and acknowledges that it will henceforth look only to the Contractor for the discharge of the District's obligations thereunder and that only the Contractor may exercise the rights of the District thereunder.
- 5. Henceforth, the terms and conditions of the Construction Contract insofar as they can apply to a subcontract shall govern the relations between the Contractor and the Supply Contractor; provided nevertheless, that if any term of the Construction Contract is inconsistent with any payment provision or Special Condition or Special Provision in the Supply Contract shall prevail.
- 6. The District and Supply Contractor agree that the Supply Contract between them has been terminated.
- 7. It is agreed that as of the date hereof [\$ 251,842.50] is owing to the Supply Contractor under the Supply Contract.



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

DISTRICT OF SOOKE

by its authorized signatory on day of	ير , 2019:
SIGNED on behalf of the District by:	
Signature: Name: <u>Paul Bohemics</u> Title: <u>manager</u> of wask water.	
[CONTRACTOR'S NAME]	
by its authorized signatory onday of	, 2019:
SIGNED on behalf of the Contractor by:	
Signature:	
Name:	
Title:	
Signature:	
Name:	
Title:	



District of Sooke WWTP Expansion Equipment Supply and Delivery

#### JWC Environmental Canada ULC

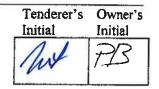
1022 7-th day of June by its authorized signatory on\_ , 2019:

SIGNED on behalf of the Contractor by:

	1
Signatur	re: 1 m Jan
Name: _	Marvin Lee
Fitle:	V.P. of Finance

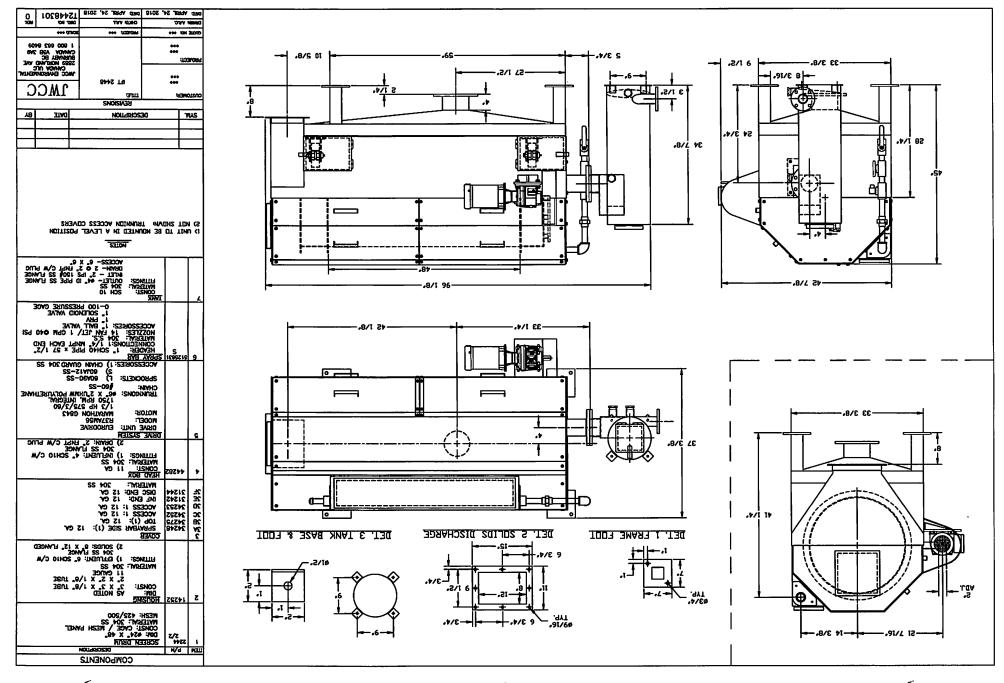
Signature:	
Name:	
Title:	

**END OF SECTION** 



Tenderer's	Owner's
Initial	Initial
And	PR
1001	

E 3 & 2 2



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INTERNALLY FED ROTARY SCREEN DESCRIPTION SHEET MODEL IFT 2448 FOR DWG NO: T2448301

#### 1.0 GENERAL

#### 1.1 System Overview

The thickener system shall be a combination of a rotary drum thickener and an floc swirl tank unit designed to develop stable floc from raw sludge.

The rotary thickener system shall consist of a structural housing that supports all components and encloses the lower section including: a thickener drum with the filtration elements, floc swirl tank, influent headbox with flow distribution plates, external shower wash header, chain and sprocket drive with gearmotor, cover and access door.

A floc development system shall consist of a vertical swirl tank. The tank shall be mounted on the inlet section of the rotary thickener.

#### 1.2 Basic Operation

Raw sludge is treated with flocculant chemicals prior to entering bottom of flocculation swirl tank. Sludge reacts under a gentle rotation of water. Treated sludge spills from the top of the tank into the headbox of the thickener. The sludge is then distributed evenly onto the interior sidewall of the drum. The liquid separates from the flocculated solids by passing through the mesh. Under rotation, solids are directed to the discharge end of the drum. Liquid extractions will progress slower due to increasing sludge consistency. The shower header continually directs water onto the mesh orifices to clean off entrained solids. The filtrate collects under the drum and discharges from a drain at the bottom of the housing.

#### 1.3 Operating Parameters

The IFT unit is designed to achieve the following performance parameters;

Throughput:	126 lb/hr, total dry biosolids, municipal WAS.
Influent Consistency:	0.80%
Thickened Sludge Consistency:	4.0% - 6%
Capture:	96% - 98%

Actual performance may vary depending type of solids, optimization targets and chemical selection and cost. Prior to selection and/or commissioning bench scale testing will confirm the yields that can be achieved.

#### 2.0 CONSTRUCTION AND MATERIALS

#### 2.1 Screen Drum

The thickener drum structure shall consist of cylindrical end rings connected by flat bar members. The flat bars are positioned to accept mesh panels which are attached from the outside of the drum. The panels fit tightly between cage structure and framer bars around the drum. The mesh panels shall be staged in multiple opening (porosity) patterns, with the openings increasing in porosity in progressive dewatering stages as the sludge travels axially along the drum.

Prepared for :	District of Sooke, BC	Proposal No.: 20211139 R2
Project Name:	Sooke WWTP	Revised: May 6, 2022

#### SULZER CONFIDENTIAL



Mesh is provided based on openings size, percent of open area and wire size to optimize throughput rate, filtration quality and final sludge consistency.

The thickener drum shall be equipped with stainless steel diverter flights attached to the flat bars to continually move solids to discharge end of the screen drums.

#### 2.1.1 End Rings

The solid end section of the drum on which the wheels ride shall be constructed of 1/4 inch thick type 304 stainless steel plate and shall have radial support flange constructed from 3/8 inch by 2 inch flat bar.

The influent end plate shall be constructed in 3/16 inch type 304 stainless steel. A drum cylinder stabilizer assembly at the discharge end of the cylinder shall assist in maintaining the cylinder in the proper axial position.

#### 2.1.2 Mesh Panels

The mesh panels are formed by bonding polyester mesh onto PVC coated stainless steel expanded metal. The panels (approximately 2 foot by 3 foot) have a rubber border 3/4 inch by 5/16 inch that is also bonded onto the expanded metal.

#### 2.2 Housing

The housing shall be unitary fabrication consisting of tube structural members and mechanical mounting plates enclosed within side, end and bottom panels constructed in 11 gauge sheet. All components are welded together to form the housing. The housing encloses the drum up to the axial centerline.

The housing supports the drum, mechanical components, headworks and upper covers.

Part of the housings structural tubes extends to from a base for the flocculation tank. The housing has four legs, one at each corner.

Base plates are provided on each leg to secure the unit to the floor.

The bottom panel should slope to a central discharge point to a 6 inch 150# SCH 10 complete with stainless steel ANSI flange.

#### 2.2.1 Covers

The cover sections are bolted to the housing and are constructed from 12 gauge type 304 stainless steel. Each enclosure panel can be easily detached to give access to the outside of the drum. The end cover shall have a hinged inspection door with latches.

#### 2.3 Influent, Headbox and Distribution

The headbox shall mount on the inlet end of the housing and extends to the interior of the drum. Internal baffles and splash plates shall distribute water evenly onto the sidewall of the screen drum.

Prepared for :	District of Sooke, BC	Proposal No.: 20211139 R2
Project Name:	Sooke WWTP	Revised: May 6, 2022



INTERNALLY FED ROTARY SCREEN DESCRIPTION SHEET MODEL IFT 2448 FOR DWG NO: T2448301

The headbox shall have an inlet pipe complete with 150# stainless steel ANSI flange. A 2 inch clean-out port, complete with end cap shall be installed in the headbox. The complete headbox assembly shall be constructed in 10 gauge type 304 stainless steel plate.

#### 2.4 Rotation System

#### 2.4.1 Wheels

The screen shall rotate on the four wheels, complete with internal bearings. Each wheel shall be made of UHMW polyurethane, 6 inch diameter by 2 inches thick. The internal bearings shall be double row ball bearings with double up seals with two sets mounted in each wheel.

#### 2.4.2 Drive Assembly

A 1/3 horse power TEFC EX Class 1 Div. 1 motor c/w VFD, 575 volts, 3 phase, 60 hertz and a helical gear reducer shall drive the screen drum. There shall be a 1.15 service factor on the motor and a minimum of 1.7 service factor on the gear reducer. The drive chain shall be #60 stainless steel roller chain.

The large driven full ring shall be 1-3/4 inches wide by 1/2 inch thick and constructed in type 304 stainless steel. A smaller drive sprocket shall be constructed in type 304 stainless steel.

The section of the drive chain outside the housing shall have a guard cover constructed in 14 gauge type 304 stainless steel.

#### 2.5 Spray Bars

#### 2.5.1 External Spray Bar

An intermittently operated external spray bar, constructed of 1 inch SCH 40 type 304 stainless steel pipe, shall be mounted on the cover. The spray bar shall have 14 stainless steel fan spray nozzles space at 3 inch intervals, each rated at a hydraulic capacity of 1 USGPM at 40 psi. A hinged cover over the full length of the spray bar shall prevent splashing and allow access for maintenance.

#### 2.5.2 Spray Collection

An internal spray collector will be provided to catch the excess spray wash water and prevent it falling on the thickened sludge. It shall be fabricated from 12 gauge, type 304 stainless steel.

#### 2.6 Flocculation Swirl Tank

The swirl tank will be 10-3/4 inches in diameter by 34-7/8 inches in height manufactured in 10 gauge type 304 stainless steel. The tank will have flanged 4 inch inlet and 6 inch outlet fittings and a 2 inch FNPT drain complete with drain plug. The tank shall have a 6 inch by 6 inch hinged access door on the top.

Prepared for : District o Project Name: Sooke

District of Sooke, BC Sooke WWTP Proposal No.: 20211139 R2 Revised: May 6, 2022



#### 2.7 Piping Connection

Connection for the inlet and outlet shall be of type 304 stainless steel stub ends with ANSI stainless steel flanges.

#### 2.8 Surface Finish

#### 2.8.1 Surface Treatment of Stainless Steel Components

Welds shall be acid passivated with pickling paste by brushing on all welds and overlapping into heat affected zones. Paste shall be left on for 1 to 2 hours before water flush and neutralization with soda ash solution.

All surface blemishes and weld tacks shall be blended smooth and the complete surface shall be glass bead polished to a uniform finish. After polishing the surface shall be rinsed then passivated using citric acid solution. Solution shall be sprayed onto screens and left for 30 minutes before water flushing the complete surface.

After drying, all surfaces shall be coated with a thin film for superior corrosion resistance.

#### 2.8.2 OEM Components

The motor, gear reducer and all unit-mounted electrical devices will have the manufacturer's standard finish.

#### 3.0 FACTORY ASSEMBLY, TESTING AND INSPECTION

The unit will be factory operated and inspected prior to shipment. The Engineer and/or Owner may, at their option and own expense, witness the factory test.

#### 4.0 INSTALLATION

The equipment shall be installed per JWCE - IPEC's recommendation. All electrical connections shall be made as specified herein, identified on the drawing.

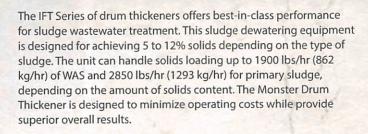
#### 5.0 MANUALS

Two (2) copies of the operation and maintenance manual.

Prepared for :	District of Sooke, BC
Project Name:	Sooke WWTP



# MONSTER DRUM THICKENER IFT Series



JWC's Monster Drum Thickener utilizes woven wire mesh for the construction of the sludge thickener screening panels. The woven wire mesh panel construction allows for capture rates in excess of 98% which is some of the highest available for sludge dewatering equipment. This performance translates to much lower polymer usage compared to other sludge dewatering equipment that utilizes perforated plates or wedgewire drums. The woven wire mesh screening media is constructed as individual panels which can be easily removed from the frame of the sludge thickener's rotary drum. This feature allows for a simple exchange of screening panels without having to replace a full drum if the panels are damaged or conditions change.

For sludge wastewater treatment systems, the faster the sludge floc structure is established and brought into the sludge thickener, the more efficient the system can run. JWC has designed the Monster Drum Thickener to require an incredibly short dwell time in the flocculation tank to achieve the required floc structure. This means the unit will use less polymer and require a smaller tank compared to other rotary drum sludge dewatering equipment.

The Monster Drum Thickener system is fully enclosed to collect filtrate water and easily connect to a plant's odor control systems. This leads to a much cleaner and less odorous work environment when compared to other sludge thickening technologies like belt presses.



## Features

#### Fast flocculation design

- Low polymer usage
- Small flocculation tank

#### **Design and construction flexibility**

- Removable sectional panels for effortless repair of damage or to address changes in sludge condition
- Screening media, inlet and outlet points, leg and drive placements can all be easily customized to fit a specific application

#### All stainless steel construction

- Includes all wetted surfaces as well as drive chains, sprockets and support frames
- Fully enclosed design for better odor control and cleaner operation



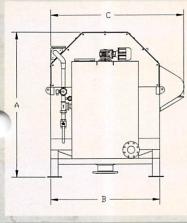
### Standard Construction

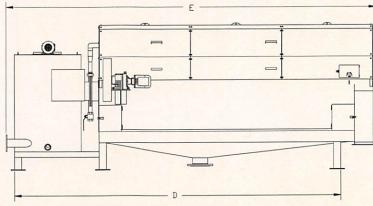
- 304 stainless steel construction
- Easily replaceable woven mesh panels
- Unitary body
- Draining (filtrate) pan
- Solids chute
- TEFC motor and gear drive
- Stainless steel drive roller chain
- UHMW shaft-mounted trunnions
- External spray bar
- Polymer mixing tank with agitator
- · Frame support for screen and tank

### Options

- 316 stainless steel
   construction
- Wedgewire or perforated
   plate panels
- Full support base
- Control panel
- VFD
- Internal spray bar







IFT	Standard Dimensions - inches (mm)					Approximate Net Weight	1		
Model	A	В	С	D	E	- Ibs (kg)	1.1.1.1		
IFT 3648	65 (1651)	46-3/4 (1187)	58-1/2 (1486)	92-1/4 (2343)	114 (2896)	2000 (907)	цШ	IFT XX	XX
IFT 3672	65 (1651)	46-3/4 (1187)	58-1/2 (1486)	116-1/4 (2953)	138 (3505)	2400 (1089)	MODEL	Drum Diameter	Drum Length
IFT 3696	65 (1651)	46-3/4 (1187)	58-1/2 (1486)	140-1/4 (3562)	162 (4115)	2900 (1315)	ΣU	Inches	Inches
IFT 4872	77-3/4 (1975)	58-3/4 (1492)	71-3/4 (1822)	128 (3251)	147 (3734)	3000 (1361)			
IFT 4896	77-3/4 (1975)	58-3/4 (1492)	71-3/4 (1822)	152 (3861)	171 (4343)	3500 (1588)			
IFT 48120	77-3/4 (1975)	58-3/4 (1492)	71-3/4 (1822)	176 (4470)	195 (4953)	3900 (1769)			
IFT 6096	94-3/4 (2407)	71 (1803)	84 (2134)	166-3/4 (4235)	186 (4724)	4800 (2177)			
IFT 60120	94-3/4 (2407)	71 (1803)	84 (2134)	190.75 (4845)	210 (5334)	5400 (2449)	124.0		
IFT 60144	94-3/4 (2407)	71 (1803)	84 (2134)	214-3/4 (5455)	234 (5944)	5800 (2631)			

This chart is only to be used as a guide. For specific sizing inquiries please contact JWC Environmental. Not all models shown.



Headquarters 2850 S. Red Hill Ave., Suite 125 Santa Ana, CA 92705 USA toll free: 800.331.2277 phone: 949.833.8888 fax: 949.833.8858 email: jwce@jwce.com





### www.jwce.com

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### 1.0 GENERAL

Length	96-1/8 inches
Width	42-7/8 inches
Height	45 inches
Capacity	maximum - 50 USGPM @ 0.50% solids of industrial WAS sludge
Weight	1,500 pounds – shipping (skid) 1,600 pounds – operating 1,800 pounds – flooded

### 2.0 COMPONENTS AND CONSTRUCTION

### 2.1 Screen Drum

- . material: type 304 stainless steel;
- screen cage: 3/8" x 2" and 3/8" x 1-1/2" flatbar;
- rollends: 3/16" plate with 1/4" flanges;
- . panels: stainless steel mesh on PVC coated stainless steel 1-1/2 13 F expanded metal;
- panel configuration: 24" of 425 micron and 24" of 500 micron.

### 2.2 Housing

- material: type 304 stainless steel;
- splash guards: 11 gauge;
- · drainage pan: 11 gauge;
- · discharge chute: 11 gauge;
- legs 3" x 3" x 1/8" tubing;
- frame 2" x 2" x 1/8" tubing;
- arch framing: 2" x 2" x 1/8" tubing;
- mechanical mounts: 1/2" plate;
- drain fitting: 2" SCH 10 c/w 150" stainless steel ANSI flange;
- solids: 8" x 12" flanged.

### 2.3 Covers

- . material: type 304 stainless steel;
- top and top sides: 12 gauge;
- . ends: 12 gauge;
- . fittings inspection: 12 gauge, hinged with latch.

### 2.4 Headbox & Internals

- material: type 304 stainless steel;
- influent pipe: 4" SCH 10 c/w 150# stainless steel flange;
- . distribution tank: 10 gauge;
- . drain: 2" opening;
- spray collection: 11 gauge.

Proposal No.: 20211139 R2 Revised: May 6, 2022



INTERNALLY-FED ROTARY - THICKENER SPECIFICATION SHEET MODEL IFT 2448 FOR DWG NO: T2448301

### 2.5 External Spray Bar

- material: type 304 stainless steel;
- pipe: 1" SCH 40 and MNPT both ends, fittings c/w one (1) end cap;
- nozzles: 14 fan jet spray pattern;
- water usage: 1.0 USGPM @ 40 psi each nozzle;
- connections: connect to 1" SCH 40 manifold;
- ball valve 1" Meridian;
- . actuated ball valve 1" DynaQuip;
- pressure regulator: 1" Combraco;
- 1-100 pressure gauge ENFM;

### 2.6 Flocculation Swirl Tank

- material: type 304 stainless steel;
- . tank: SCH 10 pipe;
- influent pipe: 2" ANSI flange;
- . outlet pipe: 4" SCH pipe c/w 150# stainless steel ANSI flange;
- . drain fitting: 2" FNPT c/w stainless steel ball valve;
- access: 6" x 6".

### 3.0 MECHANICAL

### 3.1 Screen

- 3.1.1 Wheels
  - 6 OD x 2" wide;
  - UHMW polyurethane;
  - 75 durometer.

### 3.1.2 Wheel Bearings

- double row ball bearings;
- double lip seals.
- 3.1.3 Wheel Axle
  - 1" diameter.
- 3.1.4 Gearbox
  - helical geardrive;
  - ratio 55.76 : 1;
- 3.1.5 Motor

### • 1/3 hp;

- 1750 rpm;
- . 575/3/60, TEFC EX Class 1 Div 1;
- 1.15 SF.

Prepared for : District of Sooke, BC Project Name: Sooke WWTP

1



### 3.1.6 Driven Sprocket

- material: type 304 stainless steel;
- . 90 tooth;
- 3/4" pitch.

### 3.1.7 Drive Sprocket

- . material: type 304 stainless steel;
- 15 tooth;
- 1" pitch.

### 3.1.8 Chain

. #60 single pitch stainless steel roller chain.

Prepared for :	District of Sooke, BC
Project Name:	Sooke WWTP

Proposal No.: 20211139 R2 Revised: May 6, 2022

### LIFE EXPECTANCY TABLE





COMPONENT	LIFE EXPECTANCY
Base Frame, Head Box Assembly	20 - 25 years
Drum (fabricated)	20 - 25 years
Screen Panels	10 - 15 years
Drive (main drum)	5 - 10 years
Drive (floc tank agitator)	5 - 10 years
Driven Sprocket (large)	5 - 10 years
Drive Sprocket (small)	3 - 5 years
Drive Chain	3 - 5 years
Drum Wheels (Trunnions)	3 - 5 years
Stabilizer Assembly	3 - 5 years
Solenoid Valve	3 - 5 years

JWC ENVIRONMENTAL CANADA ULC

2889 Norland Avenue, Burnaby, BC Canada V5B 3A9 Tel: (604) 291-7150 Toll Free: (800) 663-8409 Fax: (604) 291-7190 Email: info@jwce.com Web Site: www.jwce.com



# POLYMER ACTIVATION SYSTEMS

POLYBLEND® DYNABLEND POLYMER FEED SYSTEMS

### UGSI Chemical Feed, Inc. pioneered the

**development** of cost-effective polymer activation technologies for water and wastewater applications by following the science of polymer activation.

Backed by decades of scientific research and field experience gained from more than 65 years and 10,000 installations, Polyblend® mechanical and Dynablend™ hydraulic polymer activation systems deliver significant operational savings by reducing the consumption of polymers used for the treatment of water and wastewater.

While polymers vastly improve the operation of water and wastewater plants by accelerating the settling of particles and improving sludge dewatering, polymer costs are one of the largest operating expenses at a plant. Even a small reduction in polymer consumption can result in meaningful savings. Proper polymer activation is the key to maximizing polymer effectiveness.

### To get optimal "uncoiling" of polymer

*chains* without damaging or shortening the polymer chain, different levels of energy must be applied to the polymers at different times. High shear mixing is required to prevent agglomerations, but over-mixing can damage the polymer. The key is to shift mixing energy over time to get the optimal results. Following the science of polymer activation, UGSI hydraulic and mechanical mixing technologies employ a two-zone mixing regimen of applying high energy at the moment of initial wetting (MOIW) followed by a transition to a low-energy quiescent zone, the Polyblend<sup>®</sup> and Dynablend<sup>™</sup> polymer mixing systems can consistently achieve higher activation.

### We Wrote The Book

Polymer activation expert Dr. Yong Kim leads UGSI's program of rigorous testing of system activation performance. Chemists will continue to refine existing polymers and develop new ones just as they have for more than 35 years. Our ongoing equipment testing with different polymer types helps you choose the best polymer activation system for your application.

### All UGSI polymer activation systems are designed using the science of efficient polymer activation



### **Emulsion Polymer Activation**

**UGSI Chemical Feed's industry-leading** emulsion polymer activation technologies use superior two-stage mixing, frequently provide polymer savings of 20%-30% compared to single-stage mixing. Optimizing mixing energy ensures consistent performance to handle new polymer developments, ultra-high molecular weights, different charge densities and new chemistries. The compact size and open-frame design enables easy installation, access, and maintenance in confined spaces. Control options range from simple manual to full PLC-based automatic control with complete SCADA interface.



### Polyblend® Mechanical Mixing

- Highly efficient mixing process results in polymer savings
- Excels at high molecular weight polymers
- Ability to quantify the energy input and relate it to G value

   important for high molecular weight polymers or polymers with a tight tolerance for activation
- Low maintenance cost
- Wide variety of size options
- Large installation base

Polyblend <sup>®</sup> Mechanical Activation (Emulsion Polymer)							
Series	Water Flow Rate GPH (LPH)	Polymer Output Range GPH (LPH)					
PB Series	1.6-1200 (6-4540)	0.0125-8 (0.05-30.2)					
M-Low Series	3-120 (11.4-454.2)	0.0125-2.5 (0.05-9.5)					
MM Series	240-3200 (912-12,113)	0.0125-660 (0.05-2508)					
M Series	240-12,000 (912-45,600)	0.0125-660 (0.05-2508)					



### Dynablend<sup>™</sup> Hydraulic Mixing

- Performs well with wide range of molecular weight polymers
- No moving parts in the mixing chamber
- Low operating cost
- Low maintenance cost
- Multiple mixing chamber sizes
- Highly reliable

Dynablend <sup>™</sup> Hydraulic Activation (Emulsion Polymer)							
Series	Water Flow Rate GPH (LPH)	Polymer Output Range GPH (LPH)					
	10 1000	0.0125 5					
MiniBlend	12-1200	0.0125-5					
	(45-4543)	(0.05-18.9)					
L4	12-1200	0.0125-20					
L4	(45-4543)	(0.05-75.7)					
	180-3000	0.0125-20					
L6	(681-11,356)	(0.05-75.7)					
	360-6000	1.5-300					
L8	(1363-22,712)	(5.7-1135)					
	900-21,000	1.5-300					
L12	(3407-79,494)	(5.7-1135)					

### Dry Polymer Activation







**The activated polymer storage tank** is specifically designed to provide fully uniform mixing intensity. The rotating impeller - known as a "hollow wing" - has a length that is more than half the width of the tank. This unique design continuously moves the solution both vertically and horizontally, creating a pump-like action that reduces agglomerations and broken polymer chains. The square tank design eliminates the potential for a damaging vortex. With minimal waste, polymer costs are reduced and polymer activation performance improved. The hollow wing impeller design is available for use with various tank sizes up to 2,000 gallons. The hollow wing design is standard on all Polyblend<sup>®</sup> dry polymer systems and optional on Dynajet<sup>™</sup> dry polymer systems.

### Polyblend<sup>®</sup> Mechanical Mixing

To create the ideal environment for the first stage of dry polymer dissolution, crucial initial wetting occurs in UGSI's DD4 disperser, where polymer and water are subjected to high energy created by mechanical mixing. The dry polymer is precisely metered into the high-energy mix chamber and properly activated with water. After brief exposure, the solution exits the high-energy disperser. The point of initial polymer / water contact is visible to the operator through a clear, acrylic interface.

### Dynajet<sup>™</sup> Hydraulic Mixing

The Dynajet<sup>™</sup> technology uses a blower-induced pneumatic conveyance system to convey up to 12 lbs of polymer per minute from the volumetric feeder to the wetting head, with higher capacity custom systems available. The polymer is naturally dispersed in the conveyance air before introduction to the dilution water for optimum polymer-particle wetting. Polymer and water come together in a high flow shower of water produced by a minimum of six specially designed waterjets to ensure complete polymer-particle wetting. The solution that's created enters the mix tank where the polymer solution is ready for the mixing and aging process.

Polyblend <sup>®</sup> Mechanical Activation (Dry Polymer)							
Series	Water Supply GPM (LPM)	lbs. (kg) Polymer/Hr. @ 0.75% Concentration	# of Tanks/ Tank Capacity USG (L)				
DP 110	10 (37.8)	4 (1.8)*	2/ 75 (283)				
DP 500	20 (75.7)	16 (7.3)	2/ 160 (606)				
DP 800	30 (113.6)	32 (14.5)	2/ 360 (1363)				
DP 2000	30 (113.6)	62 (113.6)	2/750 (2839)				
DP HC	115 (435)	469 (212)	2/7500 (23,385)				

\*Numbers provided are @ 0.3% concentration. UGSI does not recommend exceeding this concentration for a DP 110 system.

Dynajet <sup>™</sup> Hydraulic Activation (Dry Polymer)							
Series	Water Supply GPM (LPM)	lbs. (kg) Polymer/Hr. @ 0.75% Concentration	# of Tanks/ Tank Capacity USG (L)				
DJM-390	50 (185)	27 (12)	2/ 390 (475)				
DJM-750	50 (185)	40.5 (18.3)	2/750 (2839)				
DJM-1000	50 (185)	63 (28.5)	2/ 1000 (1363)				
DJM-1500	50 (185)	87 (39.5)	2/ 1500 (5675)				
DJM-2000	50 (185)	114 (51.7)	2/ 2000 (7570)				
DJM-2500	50 (185)	138 (62.5)	2/ 2500 (9460)				

Larger capacity systems available. Please consult your sales representative.

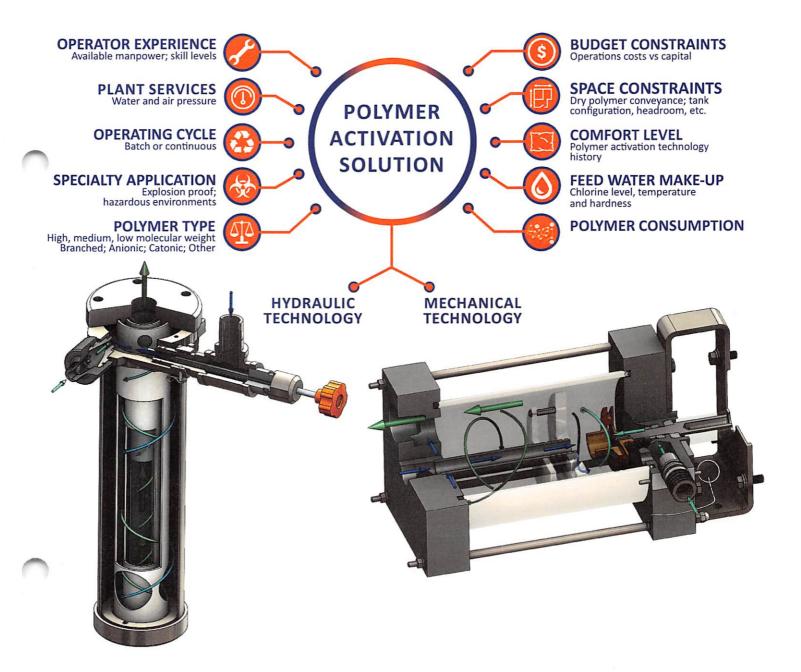
### Mechanical or Hydraulic Mixing Technology?

**UGSI Chemical Feed offers a comprehensive line** of polymer activation methods with both the mechanical activation design of the Polyblend<sup>®</sup> system and the hydraulic activation design of the Dynablend<sup>™</sup> system for all emulsion and dry polymer formulations.

### So how do you know which technology is best for you?

Our team of trained experts can help determine the best technology for your application. Because we are not limited to one technology, you can feel confident knowing we're committed to finding the system that meets your process objectives.

UGSI experts help guide the equipment selection process based on the specifics of your particular application.



### **UGSI Demo Program : Experience the Savings**

### Experience the Effectiveness

of science-based polymer mixing systems for yourself. We're so sure you'll be satisfied with a demonstration on your existing or new application, that we'll bring the on-site trial to you for a side-by-side comparison.



### Polymer Feed and Control Applications

Drinking water

Groundwater remediation

Industrial process water

Wastewater

Water reuse and recycle

Available for Polyblend<sup>®</sup>, Dynablend<sup>™</sup> and Dynajet<sup>™</sup> polymer activation systems.

Ten emulsion systems operating in the field at any given time.

Two trailer mounted dry polymer systems available.

Highly successful program for customers and consulting engineers.

Direct evidence of demonstrated polymer savings.

Case studies available.

"The PolyBlend® DP800 Demo Trailer was very simple to use. I just set the settings and walked away; it was extremely userfriendly. The way it blends and the resulting polymer solution – and the reduction in polymer usage – made this an excellent unit."

> Brad Anderson, O&M Tech V Fairfield-Suisun Sewer District, CA

**UGSI** Chemical Feed

901 West Garden Rd, Vineland, NJ 08360 Tel: (856) 896-2160 | Fax: (856) 457-5920 Email: info@ugsichemicalfeed.com www.ugsichemicalfeed.com © All rights reserved. 2019 UGSI Chemical Feed, Inc. Subject to change without prior notice. Literature No. CF.480.000.000.SB.0419

Polyblend<sup>®</sup> and Dynablend<sup>™</sup> are trademarks of UGSI Chemical Feed, Inc.



### **PolyBlend® Polymer Feed System M-Lo Series**

The PolyBlend® M-Lo Series polymer feed system offers all of the benefits of the best available polymer preparation technology at a new competitive price. The ready-to-install system provides consistent and accurate dosage and improves polymer efficiency.

The PolyBlend® M-Lo System is engineered for easy installation and maintenance. The compact size of the feeder allows trouble-free installation in confined spaces and the open-frame design facilitates easy component access.

The REM-1E controller is included to provide speed control for the neat polymer pump. The easy to read LCD display indicates strokes per minute (SPM) or strokes per hour (SPH). The microprocessor based controller is housed in a NEMA 4X enclosure.

The PolyBlend® M-Lo Series polymer feed system is available in several models. The versatility of the PolyBlend® M-Lo System provides a choice of wide range of dosage rates. Multiple configurations offer the flexibility for most polymer feed applications.

### Specifications

Power	115 VAC / 60 Hz / 1 Phase / 15A				
Dimensions (W x H x D)	805 x 673 x 442 mm 31.7" x 26.5" x 17.4"				
Polymer pump	Electronic Metering				
Material	304 SS Frame / PVC				
Controls	Microprocessor-based REM-1E				
Connections	Water In:         12 mm (F) NPT (1/2°)           Discharge:         19 mm (F)NPT (3/4°)           Polymer:         12 mm (F)NPT (1/2°)				

### Key Benefits

- Improved polymer ef\_ciency
- Easy installation & maintenance
- Rugged & reliable design
- Direct drive mix chamber
- Pump interchangeability
- Simple electronic controls
- Competitive price

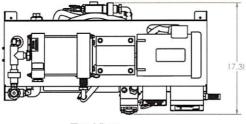




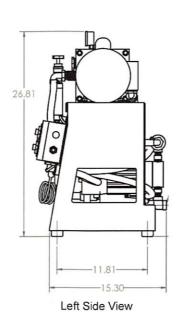
### **Model Selection**

Model	Pump Output		Flowmeter Range		Polymer Connection (F)NPT		Water Connection		Discharge	
	LPH	GPH	LPH	GPH	mm	in	mm	in	mm	in
M20-0.5	1.8	0.5	11.4 - 83.3	3 - 22	12	1/2"	12	1/2"	19	3/4"
M20-1	3.8	1.0	11.4 - 83.3	3 - 22	12	1/2"	12	1/2"	19	3/4"
M60-0.5	1.8	0.5	22.8 - 227.1	6 - 60	12	1/2"	12	1/2"	19	3/4"
M60-1	3.8	1.0	22.8 - 227.1	6 - 60	12	1/2"	12	1/2"	19	3/4"
M120-0.5	1.8	0.5	45.4 - 454.2	12 - 120	12	1/2"	12	1/2"	19	3/4"
M120-1	3.8	1.0	45.4 - 454.2	12 - 120	12	1/2"	12	1/2"	19	3/4"
M120-2.5	9.5	2.5	45.4 - 454.2	12 - 120	12	1/2"	12	1/2"	19	3/4"

### **General Layout**



Top View



Key	Description
1	Base Assembly
2	Solenoid Valve
3	Priming Port, Pump
4	Differential Pressure Switch
5	Flowmeter
6	Flow Control Valve
7	Digital Display Pump Controller, REM-1E
8	Motor
9	Solenoid Valve
10	Water Inlet
11	Polymer Inlet
12	Mix Chamber Assembly
13	Solution Discharge
14	Pressure Gauge
15	On/Off Main Power Switch
16	Mixer Motor Switch
17	Fuse (Qty 2)
18	Power Cord
19	DP Switch Relay Box

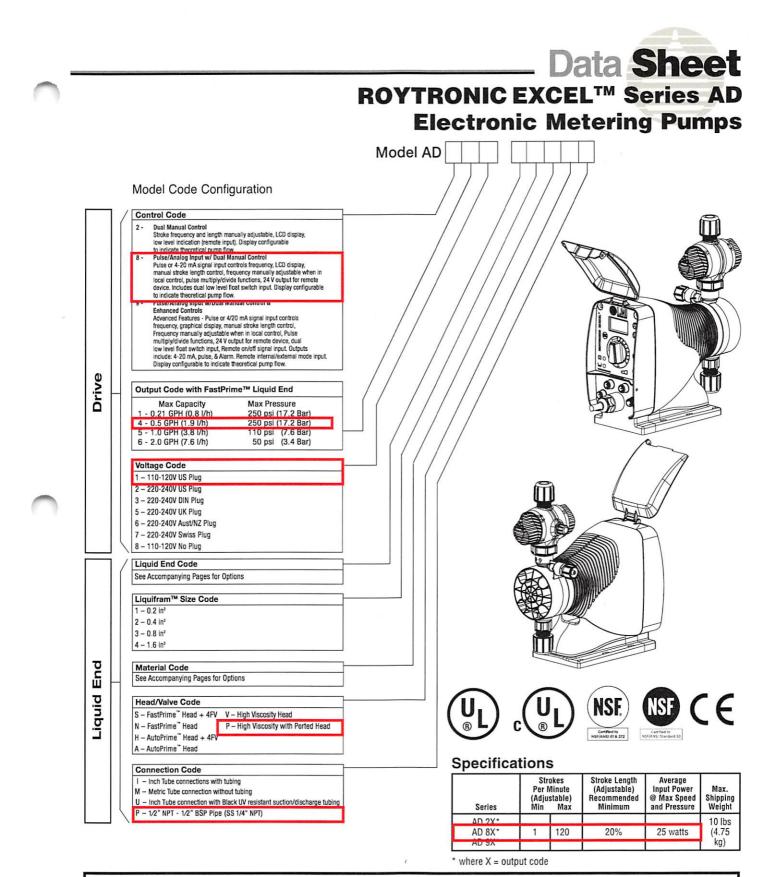
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Front View

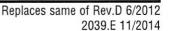
**Rear View** 

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201 Ivyland Road Ivyland, PA 18974 USA TEL: (215) 293-0401 FAX: (215) 293-0445 http://www.Imipumps.com





### Standard FastPrime™ Liquid End Configuration Data & Materials of Construction

Drive	Liquid	Size	Materials of Construction					Tubing & Connections
Assembly	End	Code	Head/Fittings	Balls	Liquifram™	Seat/O-Ring	Accs. Valve	<b>Discharge &amp; Suction</b>
	910SI <sup>†</sup>	1	Acrylic/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" 0.D.
	915SI <sup>†</sup>	1	PP/PP	Ceramic	Fluorofilm™	PTFE	4FV	PE 1/4" 0.D.
	918SI†	1	PVC/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" 0.D.
AD91 =	919SI <sup>†</sup>	1	Acrylic/PVDF	PTFE	Fluorofilm™	Polyprel®	4FV	PE 1/4" 0.D.
AD81 =	917NP	1	316ss/316ss	316ss	Fluorofilm™	316ss/PTFE	—	1/4" NPT
AD21 🔳	812SI <sup>†</sup>	1	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" O.D.
	813SI†	1	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE	4FV	PE 1/4" 0.D.
	818SI <sup>†</sup>	1	PVC/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
	718SI†	1	PVC/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" 0.D.

Drive	Liquid	Size		Materials o			Tubing & Connections	
Assembly	Liquid End	Size Code	Head/Fittings	Balls	Liquifram™	Seat/O-Ring	Accs. Valve	Discharge & Suction
2	920SI†	2	Acrylic/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
	925SI†	2	PP/PP	Ceramic	Fluorofilm™	PTFE	4FV	PE 1/4" 0.D.
	928SI†	2	PVC/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
	929SI†	2	Acrylic/PVDF	PTFE	Fluorofilm™	Polyprel®	4FV	PE 1/4" 0.D.
AD84 ■	927NP	2	316ss/316ss	316ss	Fluorofilm™	316ss/PTFE	—	1/4" NPT
AD24 -	822SI <sup>†</sup>	2	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
	823SI†	2	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE	4FV	PE 1/4" 0.D.
	828SI†	2	PVC/PVC	Ceramic	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" 0.D.
	728SI†	2	PVC/PVC	Coramio	<b>Fluorofilm</b> <sup>TM</sup>	PTFE/Polyprol®	4FV	PE 1/4" 0.D.
	624 PB	2	PP/PP	316ss	Fluorofilm™	PTFE	—	PE.5" O.D. Vinyl.938" O.D.
L	02011	2	Acrylic/PP	31055	Fidorofilm	PTPE		PE.5"0.D. Vinyl.938"0.D.

Drivo	Liquid	Cine		Materials o		Tubing & Connections		
Drive Assembly	Liquid End	Size Code	Head/Fittings	Balls	Liquifram™	Seat/0-Ring	Accs. Valve	Discharge & Suction
	930SI†	3	Acrylic/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
	935SI†	3	PP/PP	Ceramic	Fluorofilm™	PTFE	4FV	PE 3/8" O.D.
	938SI†	3	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
AD95 =	939SI†	3	Acrylic/PVDF	PTFE	Fluorofilm™	Polyprel®	4FV	PE 3/8" 0.D.
AD85 🔳	937NP	3	316ss/316ss	316ss	Fluorofilm™	316ss/PTFE	_	1/4" NPT
AD25 🔳	832SI†	3	PVDF/PVDF	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
	833SI†	3	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE	4FV	PE 3/8" O.D.
	838SI†	3	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
	738SI†	3	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
	634 PB	3	PP/PP	316ss	Fluorofilm™	PTFE		PE.5" O.D. Vinyl.938" O.D.
	636VI	3	Acrylic/PP	316ss	Fluorofilm™	PTFE	—	PE.5"0.D. Vinyl.938"0.D.

Drive	Liquid	Size		Materials o			Tubing & Connections	
Assembly	End	Code	Head/Fittings	Balls	Liquifram™	Seat/O-Ring	Accs. Valve	Discharge & Suction
	940SI†	4	Acrylic/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
	945SI†	4	PP/PP	Ceramic	Fluorofilm™	PTFE	4FV	PE 3/8" O.D.
	948SI†	4	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
AD96 🔳	949SI†	4	Acrylic/PVDF	PTFE	Fluorofilm™	Polyprel <sup>®</sup>	4FV	PE 3/8" O.D.
AD86	947NP	4	316ss/316ss	316ss	Fluorofilm™	316ss/PTFE		1/4" NPT
AD26 🔳	842SI†	4	PVDF/PVDF	Ceramic	Fluorofilm™	Polyprel <sup>®</sup>	4FV	PE 3/8" O.D.
	843SI†	4	PVDF/PVDF	Ceramic	Fluorofilm™	PTFE	4FV	PE 3/8" O.D.
	848SI†	4	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
7.7	748SI†	4	PVC/PVC	Ceramic	Fluorofilm™	Polyprel®	4FV	PE 3/8" O.D.
. 1 1	644 PB	4	PP/PP	316ss	Fluorofilm™	PTFE	_	PE.5"0.D. Vinyl.938"0.D.
	646VI	4	Acrylic/PP	316ss	Fluorofilm™	PTFE		PE.5"0.D. Vinyl.938"0.D.

### Output Information with FastPrime™ Liquid End

Series	Gallons Min	per Hour Max	Liters p Min	er Hour Max	mL/cc pe Min	er Minute Max	mL/cc p Min	er Stroke Max	Maximum Injection Pressure
ADX1	0.002	0.21	0.01	0.8	0.132	13.2	0.011	0.11	250 psi (17.2 Bar)
ADX4	0.005	0.5	0.02	1.9	0.315	31.5	0.026	0.26	250 psi (17.2 Bar)
ADX5	0.01	1.0	0.04	3.8	0.630	63.0	0.053	0.53	110 psi (7.6 Bar)
ADX6	0.02	2.0	0.08	7.6	1.260	126.0	0.105	1.05	50 psi (3.4 Bar)

(Where X = Control Code 2,8,9).

AutoPrime	e™ Liqui	d End C	Configuration D	ata & Mate	rials of Construc	tion		/
Drive	Liquid	Size Code	Hood/Eittingo	Materials o Balls	f Construction Liquifram™	Seat/O-Ring	Accs. Valve	Tabing & Connections
Assembly	End		Head/Fittings			, ,		
AD91 ■ AD81 ■	A10N1	1	Acrylic/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" 0.D.
AD21	A18HI†	Y	PVC/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
		0		Materials o	f Construction			Tubing 9
Drive Assembly	Liquid End	Size Code	Head, Fittings	Balls	Liquifram™	Seat/O-King	Accs. Valve	Tubing & Connections
AD94 ■ AD84 ■	A20HI†	2	Acrylic/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel <sup>®</sup>	4FV	PE 1/4" O.D.
AD84 AD24	A28HI†	2	PVC/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel®	4FV	PE 1/4" 0.D.
Drive	Liquid	Cine		Materials o	f Construction			Tubing &
Drive Assembly	Liquid End	Size Code	Head/Fittings	Balls	Ligunfram™	Seat/O-Ring	Accs. Valve	Connections
AD95 ■ AD85 ■	A30HI†	3	Acrylic/PVC	Ceramic**	Nuorofilm™	PTFE/Polyprel <sup>⊚</sup>	4FV	PE 3/8" 0.D.
AD85 AD25	A38HI†	3	PVC/PVC	Ceramic*	Fluorofitm™	PTFE/Polyprel®	4FV	PE 3/8" O.D.
				Materials o	f Construction			
Drive Assembly	Liquid End	Size Code	Head/Fittings	Balls	Liquifram™	Seat/O-Ring	Accs. Valve	Tubing & Connections
AD96 ■ AD86 ■	A40HI†	4	Acrylic/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel®	4FV	PE 3/8" O.D.
AD86 ■ AD26 ■	A48HI†	4	PVC/PVC	Ceramic**	Fluorofilm™	PTFE/Polyprel®	4FV	PE 3/8" O.D.
		/						

### Output Information with AutoPrime™ Liquid End — Estimated

Series	Gallons Min	per Hour Max	Liters p Min	oer Hour Max	mL/cc pe Min	er Minute Max	mL/cc p Min	er Stroke Max	Maximum Injection Pressure
ADX1	0.0015	0.15	0.006	0.6	0.095	9.5	0.008	0.079	250 psi (17.2 Bar)
ABX4	0.0033	0.33	0.012	1.2	0.21	20.8	0.017	0.17	250 psi (17,2 Bar)
ADX5	0.008	0.8	0.030	3.0	0.50	50.5	0.042	0.42	110 psi (7.6 Bac)
ADX6	0.018	1.8	0.068	6.8	1.14	113.6	0.095	0.95	50 psi (3.4 Bar)

(Where X = Control Code 2,8,9).

AUTOPRIME<sup>TH</sup> liquid ends have 3 check valves: suction on the bottom; discharge on the front; autoprime bleed on the top\_By design, a repeatable portion of the process fluid continuously bleeds through the top check valve to be returned to the chemical supply. The result is the assurance that any gas in the head is automatically relieved thus eliminating air-binding. Depending on application, output may be reduced up to 50%. Variables include supplier piping, stroke length and speed setting.

- † To specify black, UV resistant tubing change 'I' to 'U'. To specify head only and no 4FV, change S to N for FastPrime

To specify 1/2" NPT Male, change "I" to "P" To specify Ported Head, change

\*\* Autoprime™ cartridge ball is Hastelloy.

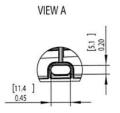
See front page for voltage code specifications. 4FV-indicates that the pump is equipped with an LMI Four Function Valve. This diaphragm type, anti-syphon/pressure relief valve is installed on the pump

head It provides anti-syphen protection and aids priming, even under pressure.

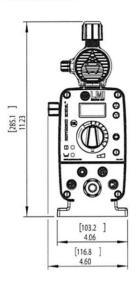
Fluorofilm<sup>™</sup> is a copolymer of PTFE and PFA. Polyprel<sup>®</sup> is an elastomeric PTFE copolymer.

Polyprel is a registered trademark of Milton Roy, LLC. Fluorofilm and Liquifram are trademarks of Milton Roy, LLC. Viton<sup>®</sup> is a registered trademark of E.I. du Pont Company.

MOUNTING INFORMATION

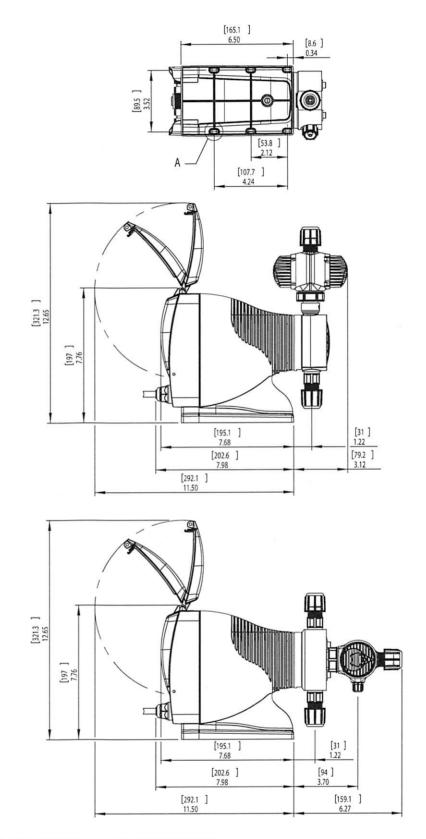


FASTPRIME LIQUID ENDS



AUTOPRIME LIQUID ENDS





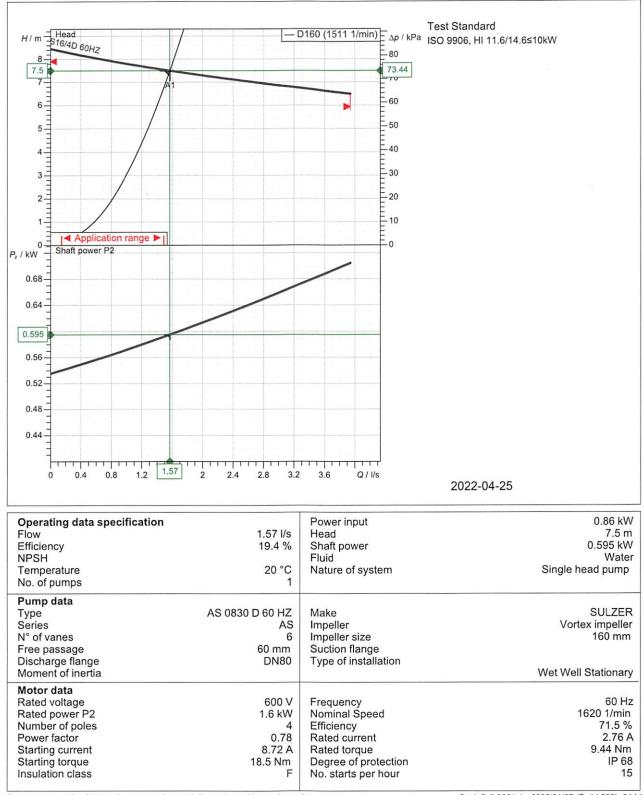
NOTE: ALL DIMENSIONS ARE IN INCHES [MM]. DIMENSIONS SHOWN ARE FOR LARGEST LIQUID END. DIMENSIONS WILL VARY DEPENDING ON LIQUID END SELECTED.

 $\textcircled{\mbox{\sc c}}$  2014, 2012, 2011, 2010 Milton Roy, LLC – All Rights Reserved. Specifications subject to change without notice.

FASTPRIME and AUTOPRIME are trademarks of Milton Roy, LLC ROYTRONIC is a registered trademark of Milton Roy, LLC.

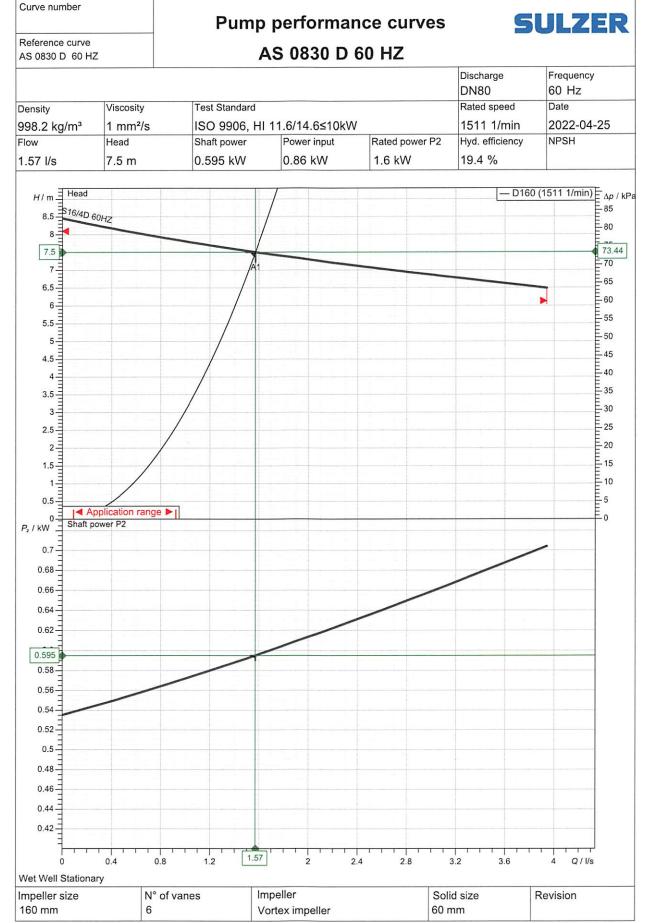


### AS 0830 D 60 HZ

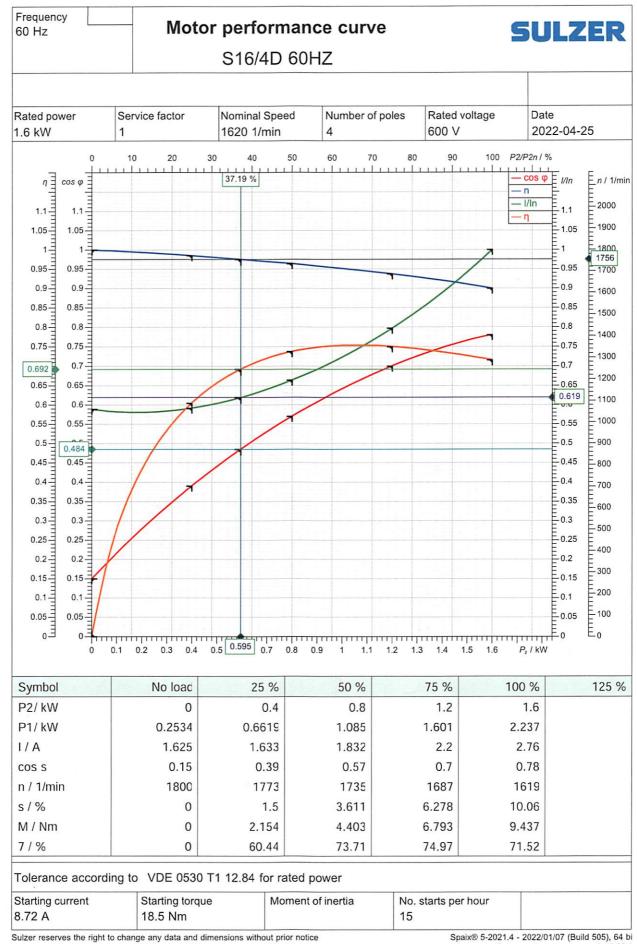


Sulzer reserves the right to change any data and dimensions without prior notice

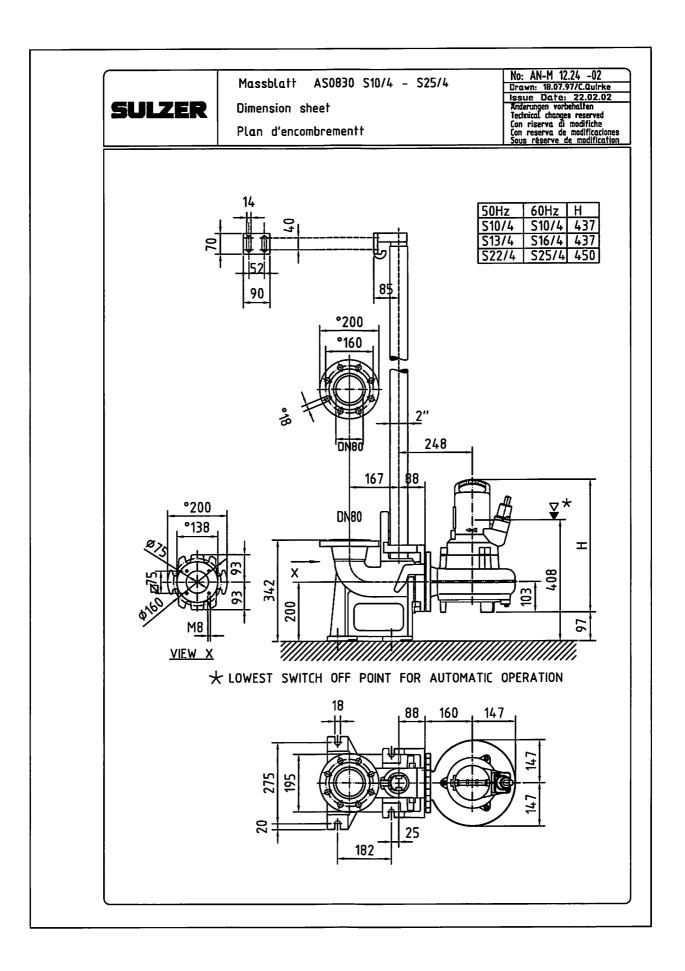
and can not be held responsible for the use of information contained in this software.



Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software. Spaix® 5-2021.4 - 2022/01/07 (Build 505), 64 bit Data version April 22.1



and can not be held responsible for the use of information contained in this software.



## Temperature and leakage relay type ABS CA 462

### **SULZER**

CA 462 is designed to spy and detect leakage and temperature in pumps and mixers. The amplifier is housed in a norm enclosure fitted for DIN-rail mounting. The unit is available in two executions, 24 VDC or 110-230 VAC supply. To minimize the risk of false alarms the leakage failure has to be detected for time duration of approximately 10 seconds. To simplify the mounting the unit is fitted with plug-in type of connectors.

The unit has separate alarm outputs for temperature and leakage. CA 462 also has main contactor relay output energized depending on alarm/s with manual reset option. Included in the kit is also a Xylem MiniCas adaptor.

### Features:

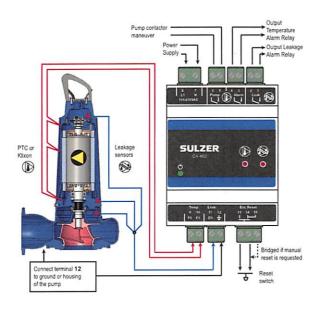
- · Leakage monitoring with 10 sec alarm delay
- Temperature monitoring
- Relay output 250 VAC 3 Ampere
- · Connection via plug-in connectors
- DIN-rail mounted

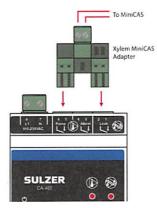
### **Technical specifications**

Description		Standard				
Temperature input thres	shold (±10%)	> 3.3 kohm (PTC / Klixon)				
Max PTC current		< 0.6 mA				
PTC source voltage		12 VDC				
Leakage sensor voltage		12 VDC				
Max leakage sensor curr	rent	< 15 µA				
Leakage detection three	shold (±10%)	< 100 kohms				
Leakage alarm delay		10 seconds				
Ambient operating temp	erature	-20 to +50 °C (-4 to +122 °F)				
Ambient storage temper	ature	-30 to +80 °C (-22 to +176 °F)				
Degree of protection		IP 20, NEMA: Type 1				
Housing material		PPO and PC				
Mounting		DIN Rail 35 mm				
Installation category		CAT II				
Pollution degree		2				
Flame rate		V0 (E45329)				
Humidity		0-95 % RH non-condensing				
Dimensions		H x W x D: 108 x 70 x 58 mm (4.25 x 2.76 x 2.28 inch)				
Deverage	16907006	110-230 VAC, 50 Hz/60 Hz				
Power supply	16907007	18-36 VDC, SELV or Class 2				
Fuse		Max 10 A				
Terminal wire size		Use copper (Cu) wire only. 0.2 - 2.5 mm² flexible core, stripped length 8 mm.				
Terminal tightening torqu	Ie	0.56 - 0.79 Nm (5-7 lbs-in)				
Power consumption		< 5 W				
Max load alarm relays		250 VAC 3 Ampere resistive load				
Altitude		Max 2000 MASL or 6562 ft. AMSL				
Max load output pump b	olocking relay	250 VAC 6 Ampere resistive load				



### Electrical connection diagram

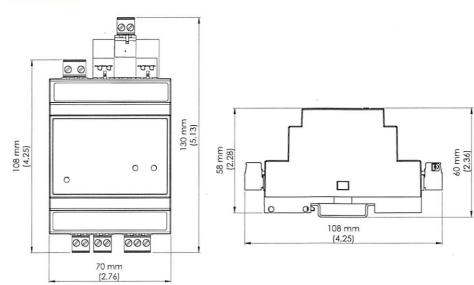




### Alarm and relay function table

Alarm type	Alarm LED		Input state	Input state		Output relay state		
	Temperature	Leakage	Temp (9 & 10)	Leak (11 & 12)	Pump (5 & 6)	Alarm (4 & 3)	Leak (2 & 1)	
			closed	open	closed	open	open	Normal operation
Temperature	Yes	-	> 3.3 kohm	open	open	closed	open	Pump stops
Leakage		Yes	closed	< 100 kohm	closed	open	closed	Pump runs
Temp. + Leak.	Yes	Yes	> 3.3 kohm	< 100 kohm	open	closed	closed	Pump stops

### Dimensions



#### www.sulzer.com

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This document does not provide a warranty or guarantee of any kind. Please contact us for a description of the warranties and guarantees offered with our products. Directions for use and safety will be given separately. All information herein is subject to change without notice.



JWC Environmental Canada

2889 Norland Avenue Burnaby, BC Canada V5B 3A9 P: 604-291-7150 F: 604-291-7190 E: sales@ipec.ca

April 29, 2022

Project: District of Sooke WWTP Expansion Equipment Supply and Delivery Clarifications to General Conditions

The following clarifications are offered by JWC Environmental Canada ("Supply Contractor").

 Add new ARTICLE "Limitation of Liability. Notwithstanding anything to the contrary in the Contract, including all documents making part thereof, in no event shall Supply Contractor be liable for loss of profit, indirect, punitive, special, incidental or consequential damages of any kind. The liability of the Supply Contractor under this Contract shall not exceed (i) the proceeds actually paid out on claims against the Supply Contractor's insurance policy, or (ii) for liability to which such insurance does not apply, 100% of the Contract Price, provided, however, the Supply Contractor shall remain liable without limit for its gross negligence or willful misconduct."



### SERVICE CENTER LOCATIONS

Burnaby Factory JWC-IPEC 2889 Norland Ave. Burnaby, BC V5B 3A9

### **JWC Factory**

JWC Environmental

2600 S. Garnsey Street

Santa Ana, CA 92707, USAPhone: (949) 833-3888

Manufacturing Partner Facility SMT 650 Frith Drive Ridgeway, VA 24148



JWC Environmental Inc 2850 S. Red Hill Ave., Suite 125 Santa Ana, CA 92705 P: 949-833-3888 F: 714-242-0240 E: jwce@jwce.com

May 6, 2022

District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2 Canada

Attn:Paul Bohemier, Manager of WastewaterRe:District of Sooke WWTP Upgrades 2022

Please find enclosed the originals of the Bid Bond and Undertaking of Surety letter that goes with our bid for the above referenced project. We had submitted copies of these documents with our bid because these originals were delayed in-transit and were not available when we mailed our bid.

If you have any questions, please contact Bonnie Wong at 604-291-7150.

Sincerely,

JWC ENVIRONMENTAL

Eric K. Elam Inside Technical Sales



www.jwce.com

### **BID BOND**

Standard Construction Document CCDC 220 - 2002

as Principal, hereinafter

### Bond No.: MNR218802-22-02

Bond Amount: 10% of tender price

JWC ENVIRONMENTAL INC.

 called the Principal, and CHUBB INSURANCE COMPANY OF CANADA
 a

 corporation created and existing under the laws of Canada
 and duly

 authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto

### DISTRICT OF SOOKE

as Obligee, hereinafter called the Obligee, in the amount of Ten percent of tender price

(10% of tender price ) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated \_\_\_\_\_\_ day of \_\_\_\_\_\_, in the year \_\_\_\_\_\_ for

### WWTP Expansion Equipment Supply and Delivery (IFT 2022-004) - SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT INCLUDING: ROTARY DRUM THICKENER, ROTARY DRUM THICKENER FEED PUMP, POLYMER SYSTEM, AND CONTROL PANEL

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within <u>Sixty (60)</u> days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_

SIGNED and SEALED in the presence of

JWC ENVIRONMENTAL INC.	ONMEN
ML_	CORPORATE AL
Signature GREGORT B. QUEEN	COMPANY
Name of person signing	OELAWAR
CHUBB INSURANCE COMPANY OF CANA	COLUCE STATE
Signature	
Roxanne Villa, Attorney In Fact Name of person signing	
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	to to the



Canadian Construction Documents Committee



### BOND No.: MNR218802-22-02

### DISTRICT OF SOOKE

### DISTRICT OF SOOKE WWTP UPGRADES 2019 CONTRACT 1790-20-WWTP-002

### UNDERTAKING OF SURETY - PERFORMANCE BOND

[Undertaking to accompany Tender]

District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2

Gentlemen:

We, the undersigned

### CHUBB INSURANCE COMPANY OF CANADA

(Insert Bonding Company's Name)

do hereby undertake and agree to become bound to District of Sooke for a PERFORMANCE BOND for

One Hundred Fifty Five Thousand	DOLLARS (\$155,000.00	_)
(Insert a Sum Equal to 50 Percent of the Total Tendered Amount)	. (1963) 444 (1973) 459 (1989) 450 <b>€ * 5</b> 1	

for the fulfilment of the Contract to perform the works and services, all as specified in the attached Tender Form if the Contract is awarded to

JWC Environmental Inc.

(Insert Tenderer's Name)

Dated at	Sooke	, British Columbia, this	29th	day of	April	.2022
Dateu at		, DITUSH COlumbia, this_		uayor		,2022.

Yours very truly,

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Roxanne Villa, Attorney In Fact

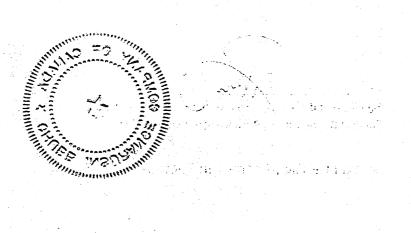
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.3 Drawings submitted by the District to the General Contractor or Supply Contractor during the progress of the work either as attachments to change orders or as explanatory supplements to the drawings in the Tender Documents including drawings issued by Addenda;

"Engineer" means the Engineer of the District and any person duly authorized to act as Engineer on behalf of the District;

"General Contractor" means the person, who or which is to install the Goods supplied pursuant to the Contract;

"Goods" means the goods set out in Section 00 10 00 Clause 1.2.1 and comprising the subject matter of this Contract;

"Notice of Award" has the meaning set out in Section 00 10 00 Clause 11.4;

"Specifications" means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards and workmanship;

"Submittals" means the information which has to be submitted to the District in accordance with Section 01 33 00;

"Supply Contractor" means the person who or which executes the Agreement;

"Tenderer" means a person submits a Tender;

"Tender" means a Tenderer's offer set out in Section 00 20 00 and includes the Tender Documents;

"Tender Closing" has the meaning set out in Section 00 10 00 Clause 1.3.1;

"Tender Documents" means the documents, drawings and addenda set out in Section 00 20 00 Clause 2.1;

"District" has the meaning set out in Section 00 10 00 Clause 1.1

"WHMIS" means Workplace Hazardous Materials Information System.

"Work" means anything and everything required to be done for the fulfilment and completion of this agreement.

### 1.2 **PARTNERSHIPS & JOINT VENTURES**

.1 If the Supply Contractor is a partnership or joint venture the individual partners or joint venturers shall be jointly and severally liable for all of the Supply Contractor's representations, warranties, covenants and obligations under the Contract.

### 1.3 CONTRACT REQUIREMENTS

- .1 Successors' Obligations
  - .1 The Contract shall enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and permitted assigns.
- .2 Assignment of Contract
  - .1 The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the District. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the District. Involuntary assignment of the Contract as a result of, inter alia, bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the District to terminate the Contract as hereinafter provided.
- .3 Waiver of Rights
  - .1 Except as herein provided, no act or failure to act by the Supply Contractor, the District, or the Engineer at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor, the District or the Engineer, as the case may be, of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.
- .4 Amendment of Contract Documents
  - .1 The Contract Documents shall not be amended except as specifically agreed in writing signed by both the District and the Supply Contractor.

### 1.4 LAWS, REGULATIONS AND PERMITS

- .1 The Contract shall be construed under and according to the laws of the Province of
  - .1 British Columbia and subject to an agreement to refer a dispute to arbitration under Section 00 50 00, Clause 2.4.7, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- .2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Goods. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the Work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval or licence without first obtaining the written consent of the District.
- .3 Patents, Royalties and Copyright
  - .1 The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Goods or with the use of the Goods by the District. Before final payment is made on the account of this Contract, the Supply Contractor shall, if

requested by the District, furnish acceptable proof of a proper release from all such fees or claims.

- .2 If the Supply Contractor, its agent, employee or any of them is prevented from furnishing or using any invention, article, material or Drawings supplied or required to be supplied or used under this Contract, the Supply Contractor either shall promptly pay such royalties and secure the requisite licences or, subject to written approval by the District, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract.
- .3 The Supply Contractor shall submit to the Engineer descriptive information of these proposed substitutions. Approval by the District of any substitutions shall not relieve the Supply Contractor of its responsibility if the substitutions do not function as well as the original specified in the Contract and shall not be deemed an assumption of risk or responsibility by the District. Approval shall only mean the District has no objection to the substitution being utilized at the Supply Contractor's risk. If the District refuses to approve the substitution, the Supply Contractor shall pay such royalties and secure such valid licences as may be requisite for the District, its directors, officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.
- .4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

### 1.5 **HEADINGS**

.1 Headings to parts, divisions, sections, clauses and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

### Part 2 **District-Supply Contractor Relations**

### 2.1 **AUTHORITY OF DISTRICT**

- .1 Acceptability of Goods
  - .1 The District shall make the final determination of the acceptability of the Goods.
- .2 Authority of Engineer
  - .1 The Engineer shall represent the District at the Delivery Point. The Engineer shall have the authority set out in the Contract Documents and such other authority as may be delegated in writing by the District including but not limited to the following:
    - .1 to make decisions regarding the Goods;
    - .2 to make decisions regarding the manner of performance and rate of progress of supply of the Goods;
    - .3 to make decisions regarding clarifications and interpretation of the Contract Documents.

The District may appoint a new Engineer from time to time by providing notice of such appointment to the Supply Contractor

### 2.2 **RESPONSIBILITIES OF THE SUPPLY CONTRACTOR**

- .1 Attention to the Goods
  - .1 The Supply Contractor shall diligently attend to the supply of the Goods so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.
- .2 Authorized Representative
  - .1 The Supply Contractor shall advise the Engineer in writing of the name of the Supply Contractor's authorized representative.
- .3 Off-loading of Goods
  - .1 The Supply Contractor shall provide all necessary instruction and Delivery Point personnel to ensure satisfactory off-loading, storage, and testing of the Goods.
- .4 Shipment
  - .1 The Supply Contractor shall properly package all Goods for safe shipment to the Delivery Point and a Notice of Shipment shall be sent by the Supply Contractor to the District at least 2 weeks before the Goods are shipped. The Notice of Shipment shall state the number of the order, the kind of goods, the Supply Contractor's name and the carrier and route by which the shipment is being made.
  - .2 The Notice of Shipment shall indicate appropriate instructions, considerations or other information regarding the proper storage, handling, transfer, off-loading and installation of the Goods.
- .5 Acceptable Delivery
  - .1 The Supply Contractor will arrange to have the Goods delivered to the Delivery Point between 8:00 a.m. and 3:30 p.m. Monday to Friday, statutory holidays excepted. The District shall not be responsible for Goods delivered outside the acceptable time for delivery.
- .6 Transportation Costs
  - .1 If the Contract calls for payment of any transportation cost by the District, the District shall in no event be liable or accountable in excess of the actual costs of transportation.
  - .2 Supply Contractor shall be accountable for and pay any excess transportation costs arising from Supply Contractor's failure to make delivery to the Delivery Point or to follow shipping instructions furnished by the District.
- .7 Employee Safety
  - .1 The Supply Contractor alone shall at all times be responsible for the safety of its employees, its subcontractors' employees and other persons and equipment lawfully at the Delivery Point in connection with the supply of Goods and shall comply with the standards for the Work Site, the Workers' Compensation Act and regulations thereto and under statutory and common law.
  - .2 The Supply Contractor shall cooperate with the directions of the General Contractor who will be designated as prime contractor for purposes of the Workers Compensation Act.
- .8 Confidentiality

.1 The Supply Contractor shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of providing the Goods.

### 2.3 DISTRICT - SUPPLY CONTRACTOR CO-ORDINATION

- .1 Notice
  - .1 Any notice, order, directive, request or other communication (the "notice") given by the District or the Engineer to the Supply Contractor shall be deemed to be given to the Supply Contractor if left at any office used by the Supply Contractor or delivered to any of its officers or employees or posted at the Delivery Point or mailed by mail addressed to the Supply Contractor at the address given in the Contract Documents or mailed to the Supply Contractor's last known place of business. Any notice given to a Supply Contractor that is a joint venture or partnership shall be deemed to be given if delivered or mailed to any one of the joint ventures or partners or any of their officers or employees. Any notice to be given by the Supply Contractor to the District shall be deemed to have been given if sent by mail or delivered to the District at the address of the District set out in Section 00 10 00 Clause 1.3.1. Any notice sent by mail shall be deemed to have been given five (5) Days after the day of mailing.
- .2 Co-operation and Entry on Delivery Point
  - .1 At the time of Delivery, it is intended that the Delivery Point will be under the control of the General Contractor responsible for the delivery of the construction contract, as the Prime Contractor as debard by WorkSafe BC Regulations. The Supply Contractor is to coordinate all actions while on the site with the General Contractor.
- .3 The Engineer, if requested by the District or the Supply Contractor or any other contractor, shall consider any differences, conflicts or disputes between the Supply Contractor and any other contractor with regard to the Goods on or near the Delivery Point. The Engineer shall give such directions as it considers desirable to resolve such difference, conflict or dispute and its directions shall be binding on the Supply Contractor and insofar as it may have the authority, on any other contractor.

### 2.4 **DISPUTE RESOLUTION**

- .1 Disputes
  - .1 A dispute occurs between the District and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.
- .2 Determination by Engineer
  - .1 Except as otherwise specifically provided, questions regarding interpretation, application or administration of the Contract shall be referred by the Supply Contractor in writing to the Engineer for its decision. The Engineer shall review the matter and respond to the Supply Contractor in writing with the Engineer's decision within 21 Days after receipt of written notice from the Supply Contractor.
- .3 Dispute of Decision

- .1 If the Supply Contractor disputes a decision or instruction of the District or the Engineer (the "Disputed Decision"), the Supply Contractor shall give a detailed written notice of the dispute to the District within 21 Days of the date that the Supply Contractor received the Disputed Decision. The written notice must set out the nature of the dispute, the circumstances which gave rise to the dispute, the date on which these circumstances arose and the estimated cost of the work.
- .2 The Supply Contractor shall be conclusively deemed to have accepted a decision or instruction of the District or the Engineer if the Supply Contractor does not dispute the Disputed Decision by giving the required written notice within the required time .
- .4 No Engineer's Review
  - .1 Notwithstanding Section 00 50 00, Clause 2.4.3, if the Disputed Decision was made by the District pursuant to Section 00 50 00, Part 7, the Engineer shall not review the decision and the matter shall be dealt with as provided under Section 00 50 00, Clause 2.4.7.
- .5 Instructions Pending Resolution
  - .1 If the Disputed Decision is not resolved promptly, the Engineer shall give any instructions as may be necessary for the supply of the Goods and to prevent delay in delivery of the Goods pending resolution of the dispute. The Supply Contractor shall comply immediately with the Engineer's instructions. If it is subsequently determined that the instructions were contrary to the Contract Documents, the District shall pay the costs incurred by the Supply Contractor in carrying out those instructions beyond what the Contract Documents required.
- .6 Notice of Claim
  - .1 No payment shall be made by the District to the Supply Contractor in addition to the Contract Price on account of any extra expense, loss or damage incurred by or sustained by the Supply Contractor for any reason unless the Supply Contractor has given written notice of a claim to the District within 30 Days of the date the Supply Contractor first became aware of the circumstances which gave rise to the claim. The written notice must set out the date on which these circumstances arose and the estimated amount of the claim.
  - .2 The Supply Contractor shall be conclusively deemed to have waived any right to make a claim for any amount in addition to the Contract Price, if the Supply Contractor does not give the required written notice within the required time and provide the required information.
- .7 Dispute/Claim Resolution
  - .1 All claims, disputes or Disputed Decisions between the District and the Supply Contractor that are not resolved shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia.
  - .2 In the event that the parties agree to arbitration, pursuant to Section 00 50 00, Clause 2.4.7.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.

.3 In the event that the parties agree to arbitration, the arbitration shall take place in Victoria, British Columbia and be governed by the laws of British Columbia.

#### Part 3 Specifications and Drawings

# 3.1 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

- .1 General
  - .1 The Specifications and Drawings are intended to be explanatory of each other. Goods specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both.
- .2 Request for Clarification
  - .1 If the Supply Contractor requires any clarification concerning the Specifications or Drawings, it shall direct its request in writing for clarification to the District. The District may issue a letter of clarification to the Supply Contractor if the District considers it necessary to do so.

# 3.2 CONFLICTING PROVISIONS, ERRORS AND OMISSIONS IN CONTRACT DOCUMENTS

- .1 Conflicting Provisions
  - .1 In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents will take precedence and govern in the following order:
    - .1 the Agreement: Section 00 40 00
    - .2 the letters of clarification, if any
    - .3 the most recent Addendum
    - .4 other Addenda, the more recent taking precedence over earlier
    - .5 Addenda
    - .6 the General Conditions
    - .7 the Notice of Award and/or Purchase Order
    - .8 the Tender
    - .9 the Specifications
    - .10 the Drawings
    - .11 the Invitation to Tender
    - .12 other Contract Documents.
- .2 Errors and Omissions
  - .1 If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the District in writing. The District will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the District shall issue an appropriate change order. After discovery by the Supply Contractor

of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the District.

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

#### Part 4 Material, Equipment and Workmanship

#### 4.1 **GENERAL**

.1 The Goods shall be new and of the quality specified. All work related to the Contract Documents shall be done with new materials, articles, equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

#### 4.2 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

- .1 Inspection
  - .1 The District or the Engineer or any inspector or agent appointed by either of them shall have access to the Goods and to the places the Goods are being manufactured, assembled, fabricated, stored or transported or where materials, equipment and machinery are being obtained for the Goods. The Supply Contractor at the Supply Contractor's sole cost shall provide to the Engineer or the District the assistance necessary for obtaining such access and shall provide all information necessary or desirable in connection with the inspection of the Goods.
  - .2 The Supply Contractor shall at all times give and cause to be given to the District or the Engineer or any inspector or agent appointed by either of them, free access to inspect and test the Goods, wherever same is being performed or carried out.
  - .3 Such inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the District or any guarantees, warranties or covenants in favour of the District, and the District shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the District or the Engineer or any inspector or agent had not taken place.
  - .4 If the Contract Documents, laws, ordinances, or any public regulatory authority require parts of the Goods to be specially inspected, tested or approved, the Supply Contractor agrees that the Goods shall comply.
  - .5 The Goods are subject to inspection and acceptance by the Engineer within a reasonable time after receipt. The Engineer will notify the Supply Contractor in writing of the rejection of any of the Goods which are not in accordance with the Contract Documents, and the Goods will be held subject to disposition by the

Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.

- .6 Notwithstanding any prior payment therefore, all Goods are subject to inspection and testing by the District at the Delivery Point and if the Goods are to be incorporated into an operating facility, the District's inspection and testing of the Goods may be made under operating conditions after the Goods have been installed.
- .2 Certification
  - .1 Where compliance of Goods, materials or equipment with the Contract Documents is not readily determinable through inspection and tests, the Engineer may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.
- .3 Expenses
  - .1 Unless otherwise specified in the Contract Documents, the Engineer's travel, subsistence and labour expenses for inspection and testing shall be paid by the District. If the Supply Contractor requests the Engineer to inspect and test the Goods, materials or equipment at the point of manufacture, then the additional costs to the District for travel, subsistence and labour expenses shall be paid by the Supply Contractor and may be deducted by the District from any payment due to the Supply Contractor under the Contract. After an inspection by the Engineer, if the Goods, materials or equipment require further inspection by the Engineer, then the additional costs to the District for travel, subsistence, and labour expenses shall be paid by the Supply Contractor and may be deducted from any payment due to the Supply Contractor under the Contract.

#### 4.3 **DEFECTIVE OR IMPROPER GOODS**

- .1 Correction of Defective Goods
  - If upon inspection, testing or otherwise the Goods or any portion thereof are found .1 to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Engineer may give notice of its dissatisfaction to the Supply Contractor either verbally or in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the Engineer. Any such verbal notice may be confirmed in writing by the Engineer if requested by the Supply Contractor within one working day of the verbal notice. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the Engineer within one week from the receipt of notice, the District may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the District itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of

the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.

- .2 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the District may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the District to the Supply Contractor on account of the Contract Price of such returned Goods, shall be repaid to the District by the Supply Contractor. The Supply Contractor shall advise the District in writing, where to return the Goods, and failing such advice from the Supply Contractor, the Supply Contractor agrees to accept the returned Goods at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the District's right to reject non-conforming Goods. The District reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the District's failure to notify the Supply Contractor of a rejection of non- conforming Goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.
- .3 Retention of Defective Goods
  - .1 If in the opinion of the Engineer any portion of the Goods supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Goods dangerous or undesirable, or if the removal of such Goods is impracticable, or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such Goods instead of requiring the defective or imperfect Goods to be removed and reconstructed, but the District shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.
- .4 No Implied Approval
  - .1 The fact that the Engineer or the District has not disapproved of or rejected any part of the Goods shall not be deemed or be construed to be an acceptance of any such part of the Goods or any such materials.

# 4.4 WARRANTY AND GUARANTEE

- .1 The Supply Contractor agrees that the Goods Manufacturer's standard warranty will be to the benefit of the District and warrants that the Goods are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period of the Goods manufacturer's standard warranty period.
- .2 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising from faulty construction, manufacturing, assembly, materials, equipment or workmanship in any part of the Goods for a period of 12 months commencing from the equipment start-up and commissioning sign-off by the District. During the warranty period, the Supply Contractor, upon the receipt of notice in writing from the District or the Engineer, shall promptly make all repairs arising out of the defects referred to in this Clause

4.4.2. The District shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an emergency, where, in the opinion of the District or the Engineer, delay could cause serious loss or damage, or inconvenience to the public, repairs may be made without notice being sent to the Supply Contractor, only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made by the District in connection with this Clause 4.4.2 shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the District for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.

- .3 The District is relying on Supply Contractor's skill and judgment in selecting and providing the proper Goods and any applicable services for the District's particular use. The Supply Contractor warrants to the District and its successors in interest that the Goods and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be new and of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever and that the Supply Contractor has a good and marketable title to the same.
- .4 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising at any time from faulty design in any part of the Goods.

# Part 5 Indemnification and Insurance

#### 5.1 **INDEMNIFICATION AND RELEASE**

- .1 The Supply Contractor shall save harmless and indemnify the District and its council members, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Goods or the supply, or delivery of the Goods or performance of the Work under this Agreement, except to the extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- .2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Goods, and/or used or to be used by the District before or after supply of the Goods as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- .3 The indemnity provided in this Clause 5.1 by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on

the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

#### 5.2 **INSURANCE**

- .1 General
  - .1 The Supply Contractor shall itself obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.
- .2 Commercial General Liability Insurance
  - .1 Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the District are additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.
  - .2 The Policy shall contain a clause providing that the District will receive 30 Days notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the District. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the District.
- .3 Evidence of Coverage
  - .1 The Contractor shall file with the District prior to the commencement of work a certificate of insurance covering all policies and endorsements. The Supply Contractor shall also file with the District evidence of the renewal of each policy at least fifteen (15) Days prior to the expiry date of the policy.
- .4 Indemnity Not Restricted by Insurance
  - .1 The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

# 5.3 **PATENT, TRADEMARK OR COPYRIGHT**

- .1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the District, in connection with the Goods and based on such investigation and its past experience and superior knowledge with respect to such Goods has determined that the production and supply thereof will not infringe any patent, trademark or copyright.
- .2 The Supply Contractor warrants to the District and its successors in interest that the manufacture, sale or use of the Goods and any services covered by this Contract, whether manufactured in accordance with the Specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright. The supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured or used in connection with the Goods, and

used or to be used by the District unless otherwise stipulated in this Contract, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.

#### Part 6 Shipment of Goods/Damage to Goods

#### 6.1 **SHIPMENT OF GOODS**

- .1 Delivery of Goods
  - .1 The Supply Contractor must deliver the Goods to the Delivery Point. Delivery of the Goods to a carrier for transmission to the Delivery Site does not constitute delivery of the Goods to the District. Any such carrier is deemed to be the Supply Contractor's agent and not the District's agent.
- .2 Delivery Costs
  - .1 The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Goods to the Delivery Point, including without limitations, all shipping, carrier, transportation, freight, insurance, storage, handling costs, as well as any customs or excise charges or duties.
- .3 Supply Contractor to Bear Risk
  - .1 The Supply Contractor shall bear all risks and shall assume all responsibility for the Goods, including, without limitation, any loss or damage to the Goods from any cause whatsoever, up to and including the delivery of the Goods at the Delivery Point.
- .4 Loss or Damage
  - .1 If loss or damage to the Goods occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary in order to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the District may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Goods as a result of loss or damage to the Goods for which the Supply Contractor is responsible the Supply Contractor agrees that the warranty provided in Section 00500 Clause 4.4 shall not be affected or changed to any manner or respect whatsoever.
- .5 Acceptance of Delivery of Goods by District
  - .1 Notwithstanding any other provision in the Contract Documents, the District is not deemed to have accepted the Goods until the Goods have been delivered to the Delivery Point and the District has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract and has confirmed such acceptance in writing. The District's acceptance of the Goods shall not prejudice any rights or remedies the District may have hereunder relating to Goods that are found to be non- conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any specifications or requirements of the Contract Documents.

#### Part 7 Progress and Completion

#### 7.1 **CONTRACT TIME**

- .1 Prosecution of the Goods
  - .1 Time shall be strictly of the essence. The Supply Contractor shall supply the Goods in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Goods as set out in the Contract Documents is reasonable.
- .2 Schedule
  - .1 The Supply Contractor shall provide a schedule and reports for scheduling and coordinating the supply of Goods within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement shall entitle the District to terminate the Supply Contractor's right to continue with the supply of Goods or to delay progress payments.

# 7.2 **TERMINATION**

- .1 The District may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the District giving notice thereof.
- .2 If at any time the District forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:
  - .1 has breached any provision of the Contract ;
  - .2 has failed to supply the Goods, within the time specified in the Contract Documents;
  - .3 has failed or is failing to furnish or to maintain a detailed schedule;
  - .4 has become in any way unable to supply the Goods or any part thereof;
  - .5 has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment;

then the District may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the District, the District may terminate the Contract. Such termination shall be effective immediately.

- .3 Upon termination pursuant to Section 00 50 00 Clause 7.2.1 or 7.2.2 the District may take all Goods out of the Supply Contractor's hands and employ such means as the District may see fit. In such case:
  - .1 The Supply Contractor shall have no claim for any further payment in respect of the Goods;
  - .2 No objection or claim shall be raised or made by the Supply Contractor by reason of or on account of the ultimate cost of the Goods so taken over for any reason proving greater than, in the opinion of the Supply Contractor, it should have been;
  - .3 Notwithstanding Part 8 all materials and all rights, proprietary or otherwise, licences, powers and privileges, whether relating to or affecting real or personal

property, acquired, possessed, or provided by the Supply Contractor for the purposes of supply of the Goods will become or remain and be the property of the District for all purposes incidental to the completion of supply of the Goods and may be used, exercised, and enjoyed by the District as fully to all intents and purposes connected with supply of the Goods as they might theretofore have been used, exercised, and enjoyed by the Supply Contractor;

- .4 The District may assign all rights and privileges granted to the District in this clause to another supply contractor retained by the District to continue with the supply of the Goods.
- .5 If the Supply Contractor's right to supply the Goods is terminated in accordance with the provisions of this clause, the Supply Contractor shall not be entitled to receive any further payment until the supply of Goods is completed.
- .4 Except as herein before provided, the Supply Contractor shall have no claim against the District for any reason whatsoever by reason of the termination of the Contract.

#### Part 8 Payment

# 8.1 **PAYMENTS TO SUPPLY CONTRACTOR**

- .1 Payments to the Supply Contractor will be made on the basis of the Schedule of Quantities and Prices, Schedule 1 of Section 00 20 00 Tender Form. Refer to Section 01 27 00 Measurement and Payment as to description of how payments will be made.
- .2 Notwithstanding Clause 8.1.1 the District may withhold from any payment:
  - .1 Any deduction the District may be entitled to under the Contract;
  - .2 Such amount as the District determines appropriate with respect to secure the correction or completion of any obligation under the Contract not properly or satisfactorily completed in compliance with the Contract Documents; and
  - .3 Amounts required to be held back pursuant to the Builders Lien Act (British Columbia).
- .3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Engineer.
- .4 In addition to any other remedy the District may have in the Contract or law, the District may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the District from loss as a result of:
  - .1 Defective or damaged Goods;
  - .2 A deductive change order;
  - .3 Failure of the Supply Contractor to supply the Goods in accordance with the Contract Documents, including failure to maintain the supply of the Goods in accordance with the schedule;
  - .4 Disregard by the Supply Contractor of the authority of the Engineer or the laws of any public body having jurisdiction.

The District may refuse to make payment of the full amount because of claims made against the District on account of the Supply Contractor's performance or supply of Goods. In such case, the District shall give the Supply Contractor prompt written notice stating the reasons for each action.

- .5 The District, may withhold from payment to the Supply Contractor:
  - .1 Any set-off the District may be entitled to under the Contract;
  - .2 The amount of any bona fide builder's lien claim asserted against the District or which the District acting reasonably anticipates will be made against the District.
- .6 Prior to payment to the Supply Contractor, if requested by the District, the Supply Contractor shall deliver to the District a statutory declaration in form satisfactory to the District declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the District, acting reasonably, determines is necessary or desirable.
- .7 Builders Liens
  - .1 The Supply Contractor shall, at its own cost and expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished in connection with the supply of the Goods to the lands comprising the Delivery Point which may be registered against or otherwise affect the said lands or the supply of Goods, to be promptly discharged from title to such lands.

# 8.2 WHMIS

- .1 The Supply Contractor must comply with all requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets in accordance to all applicable laws.
- .2 The Supply Contractor must deliver copies of all relevant material safety data sheets to the Engineer upon delivery of goods.

# END OF SECTION

# **APPENDIX A**

# **DRAFT NOVATION AGREEMENT**

BETWEEN:

#### **District of Sooke**

AND:

(CONTRACTOR)

(DISTRICT)

AND:

JWC Environmental Canada ULC

(SUPPLY CONTRACTOR)

#### WHEREAS:

- A. District entered into a Contract with the Supply Contractor dated [\_\_\_\_\_], for the Supply and Delivery of Wastewater Equipment (Supply Contract), which is annexed hereto as Appendix "A";
- B. It is a requirement of the Supply Contract that the Supply Contractor enter into a Novation Agreement with the General Contractor (hereby referred to as "the contractor") selected by the District for the Construction Contract;
- C. District entered into a contract with Contractor dated [\_\_\_\_], for [\_\_\_\_] (Construction Contract);
- D. It is a requirement of the Construction Contract that the Contractor enter into a Novation Agreement with Supply Contractor so that Supply Contractor becomes a subcontractor to the Contractor;

NOW THEREFORE in consideration of the premises and of the mutual agreements hereinafter contained the parties agree as follows;

Tenderer's	
Initial	Initial

- 1. The Contractor and Supply Contractor agree to be bound by the terms of the Supply Contract, annexed hereto as Appendix "A", with the Contractor assuming all the rights and obligations of the District as set out therein.
- 2. Supply Contractor retains all the rights and obligations set out in the Supply Contract and henceforth accepts the Contractor in place of the District.
- 3. Supply Contractor agrees that henceforth it is a subcontractor to the Contractor in respect of the Construction Contract.
- 4. Supply Contractor hereby releases the District from all of the District's obligations under the Supply Contract and from all claims of every nature whatsoever arising therefrom, excepting only those claims, if any, already notified to the District in writing, and acknowledges that it will henceforth look only to the Contractor for the discharge of the District's obligations thereunder and that only the Contractor may exercise the rights of the District thereunder.
- 5. Henceforth, the terms and conditions of the Construction Contract insofar as they can apply to a subcontract shall govern the relations between the Contractor and the Supply Contractor; provided nevertheless, that if any term of the Construction Contract is inconsistent with any payment provision or Special Condition or Special Provision in the Supply Contract such payment provision, Special Condition or Special Provision of the Supply Contract shall prevail.
- 6. The District and Supply Contractor agree that the Supply Contract between them has been terminated.
- 7. It is agreed that as of the date hereof [\$\_\_\_\_] is owing to the Supply Contractor under the Supply Contract.

Tenderer's Initial	Owner's Initial

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

#### DISTRICT OF SOOKE

by its authorized signatory on	day of	, 2019:
--------------------------------	--------	---------

SIGNED on behalf of the District by:

Signature:	
•	

Name: \_\_\_\_\_\_
Title: \_\_\_\_\_

# [CONTRACTOR'S NAME]

by its authorized signatory onday of	, 2019:
--------------------------------------	---------

SIGNED on behalf of the Contractor by:

Signatı	ure:		
Name:			
Title:			

Signature: \_\_\_\_\_

Tenderer's	Owner's
Initial	Initial

#### JWC Environmental Canada ULC

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 2019:

SIGNED on behalf of the Contractor by:

Signature:	

Name:	
	-

Title: \_\_\_\_\_

Signature:

Name:			

Title:

#### **END OF SECTION**

Tenderer's	
Initial	Initial

Tenderer's	
Initial	Initial

#### DRAFT CONTRACT AGREEMENT

THIS AGREEMENT made this <u>5th</u> day of <u>August</u>, 2022.

BETWEEN: Xylem Canada LP (the "Supply Contractor") AND:

District of Sooke (the "District")

THIS AGREEMENT WITNESSES that the Supply Contractor and the District agree as follows:

- 1. The Supply Contractor shall provide all labour, materials, equipment, supplies and all other items required to supply the Goods and perform all other Work within the required time, as required by the Contract Documents.
- 2. The District shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
- 3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - .1 the tender price, as set out Section 00 20 00, and
  - .2 any payments made on account of changes, as may be required by the Contract Documents.

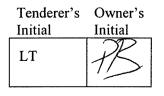
The Contract Price shall be the entire compensation payable to the Supply Contractor by the District for the Goods other Work and shall cover and include necessary costs including but not limited to all supervision, labour, materials, equipment, supplies and all other items, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, storage as required, conveyance and delivery, packing, crating, freight, cartage, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

- 4. The Supply Contractor shall supply all Goods to the Delivery Point no later than the dates shown on Section 00 20 00 Schedule 2, including revisions under Section 00 50 00, Item 7.1.2, if any.
- 5. The Contract Documents shall form a part of this Agreement.
- 6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between the District and the Supply Contractor with respect to the subject matter of this Agreement.

Capitalized terms in this Agreement shall have the meanings as set out in Section 00 50 00, Clause 1.1.

Tenderer's	Owner's
Initial	Initial
LT ·	$\mathbb{R}$

- 7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the District.
- 8. No action or failure to act by the District or an authorized representative of the District shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 9. This Agreement shall enure to the benefit of and be binding upon the District and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, such persons shall be jointly and severally liable for all of the representations, warranties, covenants and obligations of the Supply Contractor under the Contract.
- 10. Time shall be of the essence of this Agreement.
- 11. This Agreement is governed by the laws of British Columbia, Canada.
- 12. This Contract Agreement will be assigned to the General Contractor once that contract is awarded. (Estimated to be by fall 2022).



District of Sooke	Section 00 40 00
WWTP Expansion Equipment Supply and Delivery	CONTRACT AGREEMENT Page 3
	July 2022
IN WITNESS WHEREOF the parties hereto have	ve executed this Agreement as follows:
DISTRICT OF SOOKE	
by its authorized signatory onday of	ausust, 2022:
SIGNED on behalf of the District by:	
Signature:	
Name: Paul Bohemics	
Title: manager of wastewater	
[CONTRACTOR'S NAME]	
by its authorized signatory onday of_ 2022:	۲۲
SIGNED on behalf of the Contractor by:	
Signature:	
Name:	
Title:	
Signature:	
Name:	
Title:	

END OF SECTION

Tenderer's	Owner's
Initial	Initial
LT -	733

#### Part 1 General

#### 1.1 **DEFINITIONS**

.1 The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below.

"Addenda" means any and all addenda issued by the District;

"Agreement" means the agreement set out in Section 00 40 00;

"Construction Contract" means the agreement between the District and the General Contractor who is to install the Goods supplied pursuant to the Contract;

"Contract" means the agreement formed by the District's acceptance of the Tender for completion of the work set out in the Contract Documents;

"Contract Documents" means the following documents:

- .1 the Tender Documents
- .2 the executed Tender Form
- .3 the executed Bonds, if any,
- .4 the executed Agreement
- .5 the General Conditions
- .6 Drawings, if any
- .7 Specifications
- .8 Change orders
- .9 Addenda
- .10 other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference;

"Contract Price" has the meaning set out in Section 00 40 00 Clause 3;

"Day" means calendar day;

"Delivery Date" has the meaning set out in Section 00 20 00 Schedule 2;

"Delivery Point" means the location set out in Section 00 10 00 Clause 1.2.3;

"Drawings" means the drawings included in the Tender Documents together with those prepared by the District and the General Contractor and the Supply Contractor pursuant to the terms of the Contract and include:

- .1 Modifications of drawings issued by Addenda;
- .2 Drawings submitted by the General Contractor or Supply Contractor during the progress of the work and accepted by the District either as attachments to change orders or as non- modifying supplements to the drawings in the Tender Documents including drawings issued by Addenda;

.3 Drawings submitted by the District to the General Contractor or Supply Contractor during the progress of the work either as attachments to change orders or as explanatory supplements to the drawings in the Tender Documents including drawings issued by Addenda;

"Engineer" means the Engineer of the District and any person duly authorized to act as Engineer on behalf of the District;

"General Contractor" means the person, who or which is to install the Goods supplied pursuant to the Contract;

"Goods" means the goods set out in Section 00 10 00 Clause 1.2.1 and comprising the subject matter of this Contract;

"Notice of Award" has the meaning set out in Section 00 10 00 Clause 11.4;

"Specifications" means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards and workmanship;

"Submittals" means the information which has to be submitted to the District in accordance with Section 01 33 00;

"Supply Contractor" means the person who or which executes the Agreement;

"Tenderer" means a person submits a Tender;

"Tender" means a Tenderer's offer set out in Section 00 20 00 and includes the Tender Documents;

"Tender Closing" has the meaning set out in Section 00 10 00 Clause 1.3.1;

"Tender Documents" means the documents, drawings and addenda set out in Section 00 20 00 Clause 2.1;

"District" has the meaning set out in Section 00 10 00 Clause 1.1

"WHMIS" means Workplace Hazardous Materials Information System.

"Work" means anything and everything required to be done for the fulfilment and completion of this agreement.

#### 1.2 **PARTNERSHIPS & JOINT VENTURES**

.1 If the Supply Contractor is a partnership or joint venture the individual partners or joint venturers shall be jointly and severally liable for all of the Supply Contractor's representations, warranties, covenants and obligations under the Contract.

#### 1.3 CONTRACT REQUIREMENTS

- .1 Successors' Obligations
  - .1 The Contract shall enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and permitted assigns.
- .2 Assignment of Contract
  - .1 The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the District. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the District. Involuntary assignment of the Contract as a result of, inter alia, bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the District to terminate the Contract as hereinafter provided.
- .3 Waiver of Rights
  - .1 Except as herein provided, no act or failure to act by the Supply Contractor, the District, or the Engineer at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor, the District or the Engineer, as the case may be, of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.
- .4 Amendment of Contract Documents
  - .1 The Contract Documents shall not be amended except as specifically agreed in writing signed by both the District and the Supply Contractor.

# 1.4 **LAWS, REGULATIONS AND PERMITS**

- .1 The Contract shall be construed under and according to the laws of the Province of
  - .1 British Columbia and subject to an agreement to refer a dispute to arbitration under Section 00 50 00, Clause 2.4.7, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- .2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Goods. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the Work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval or licence without first obtaining the written consent of the District.
- .3 Patents, Royalties and Copyright

- .1 The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Goods or with the use of the Goods by the District. Before final payment is made on the account of this Contract, the Supply Contractor shall, if requested by the District, furnish acceptable proof of a proper release from all such fees or claims.
- .2 If the Supply Contractor, its agent, employee or any of them is prevented from furnishing or using any invention, article, material or Drawings supplied or required to be supplied or used under this Contract, the Supply Contractor either shall promptly pay such royalties and secure the requisite licences or, subject to written approval by the District, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract.
- .3 The Supply Contractor shall submit to the Engineer descriptive information of these proposed substitutions. Approval by the District of any substitutions shall not relieve the Supply Contractor of its responsibility if the substitutions do not function as well as the original specified in the Contract and shall not be deemed an assumption of risk or responsibility by the District. Approval shall only mean the District has no objection to the substitution being utilized at the Supply Contractor's risk. If the District refuses to approve the substitution, the Supply Contractor shall pay such royalties and secure such valid licences as may be requisite for the District, its directors, officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.
- .4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

# 1.5 **HEADINGS**

.1 Headings to parts, divisions, sections, clauses and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

# Part 2 District-Supply Contractor Relations

# 2.1 AUTHORITY OF DISTRICT

- .1 Acceptability of Goods
  - .1 The District shall make the final determination of the acceptability of the Goods.
- .2 Authority of Engineer
  - .1 The Engineer shall represent the District at the Delivery Point. The Engineer shall have the authority set out in the Contract Documents and such other authority as may be delegated in writing by the District including but not limited to the following:
    - .1 to make decisions regarding the Goods;

- .2 to make decisions regarding the manner of performance and rate of progress of supply of the Goods;
  - .3 to make decisions regarding clarifications and interpretation of the Contract Documents.

The District may appoint a new Engineer from time to time by providing notice of such appointment to the Supply Contractor

# 2.2 **RESPONSIBILITIES OF THE SUPPLY CONTRACTOR**

- .1 Attention to the Goods
  - .1 The Supply Contractor shall diligently attend to the supply of the Goods so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.
- .2 Authorized Representative
  - .1 The Supply Contractor shall advise the Engineer in writing of the name of the Supply Contractor's authorized representative.
- .3 Off-loading of Goods
  - .1 The Supply Contractor shall provide all necessary instruction and Delivery Point personnel to ensure satisfactory off-loading, storage, and testing of the Goods.
- .4 Shipment
  - .1 The Supply Contractor shall properly package all Goods for safe shipment to the Delivery Point and a Notice of Shipment shall be sent by the Supply Contractor to the District at least 2 weeks before the Goods are shipped. The Notice of Shipment shall state the number of the order, the kind of goods, the Supply Contractor's name and the carrier and route by which the shipment is being made.
  - .2 The Notice of Shipment shall indicate appropriate instructions, considerations or other information regarding the proper storage, handling, transfer, off-loading and installation of the Goods.
- .5 Acceptable Delivery
  - .1 The Supply Contractor will arrange to have the Goods delivered to the Delivery Point between 8:00 a.m. and 3:30 p.m. Monday to Friday, statutory holidays excepted. The District shall not be responsible for Goods delivered outside the acceptable time for delivery.
- .6 Transportation Costs
  - .1 If the Contract calls for payment of any transportation cost by the District, the District shall in no event be liable or accountable in excess of the actual costs of transportation.
  - .2 Supply Contractor shall be accountable for and pay any excess transportation costs arising from Supply Contractor's failure to make delivery to the Delivery Point or to follow shipping instructions furnished by the District.
- .7 Employee Safety

- .1 The Supply Contractor alone shall at all times be responsible for the safety of its employees, its subcontractors' employees and other persons and equipment lawfully at the Delivery Point in connection with the supply of Goods and shall comply with the standards for the Work Site, the Workers' Compensation Act and regulations thereto and under statutory and common law.
- .2 The Supply Contractor shall cooperate with the directions of the General Contractor who will be designated as prime contractor for purposes of the Workers Compensation Act.
- .8 Confidentiality
  - .1 The Supply Contractor shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of providing the Goods.

# 2.3 DISTRICT - SUPPLY CONTRACTOR CO-ORDINATION

- .1 Notice
  - .1 Any notice, order, directive, request or other communication (the "notice") given by the District or the Engineer to the Supply Contractor shall be deemed to be given to the Supply Contractor if left at any office used by the Supply Contractor or delivered to any of its officers or employees or posted at the Delivery Point or mailed by mail addressed to the Supply Contractor at the address given in the Contract Documents or mailed to the Supply Contractor that is a joint venture or partnership shall be deemed to be given if delivered or mailed to any one of the joint ventures or partners or any of their officers or employees. Any notice to be given if sent by mail or delivered to the District at the address of the District set out in Section 00 10 00 Clause 1.3.1. Any notice sent by mail shall be deemed to have been given five (5) Days after the day of mailing.
- .2 Co-operation and Entry on Delivery Point
  - .1 At the time of Delivery, it is intended that the Delivery Point will be under the control of the General Contractor responsible for the delivery of the construction contract, as the Prime Contractor as debard by WorkSafe BC Regulations. The Supply Contractor is to coordinate all actions while on the site with the General Contractor.
- .3 The Engineer, if requested by the District or the Supply Contractor or any other contractor, shall consider any differences, conflicts or disputes between the Supply Contractor and any other contractor with regard to the Goods on or near the Delivery Point. The Engineer shall give such directions as it considers desirable to resolve such difference, conflict or dispute and its directions shall be binding on the Supply Contractor and insofar as it may have the authority, on any other contractor.

#### 2.4 **DISPUTE RESOLUTION**

.1 Disputes

- .1 A dispute occurs between the District and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.
- .2 Determination by Engineer
  - .1 Except as otherwise specifically provided, questions regarding interpretation, application or administration of the Contract shall be referred by the Supply Contractor in writing to the Engineer for its decision. The Engineer shall review the matter and respond to the Supply Contractor in writing with the Engineer's decision within 21 Days after receipt of written notice from the Supply Contractor.
- .3 Dispute of Decision
  - .1 If the Supply Contractor disputes a decision or instruction of the District or the Engineer (the "Disputed Decision"), the Supply Contractor shall give a detailed written notice of the dispute to the District within 21 Days of the date that the Supply Contractor received the Disputed Decision. The written notice must set out the nature of the dispute, the circumstances which gave rise to the dispute, the date on which these circumstances arose and the estimated cost of the work.
  - .2 The Supply Contractor shall be conclusively deemed to have accepted a decision or instruction of the District or the Engineer if the Supply Contractor does not dispute the Disputed Decision by giving the required written notice within the required time.
- .4 No Engineer's Review
  - .1 Notwithstanding Section 00 50 00, Clause 2.4.3, if the Disputed Decision was made by the District pursuant to Section 00 50 00, Part 7, the Engineer shall not review the decision and the matter shall be dealt with as provided under Section 00 50 00, Clause 2.4.7.
- .5 Instructions Pending Resolution
  - .1 If the Disputed Decision is not resolved promptly, the Engineer shall give any instructions as may be necessary for the supply of the Goods and to prevent delay in delivery of the Goods pending resolution of the dispute. The Supply Contractor shall comply immediately with the Engineer's instructions. If it is subsequently determined that the instructions were contrary to the Contract Documents, the District shall pay the costs incurred by the Supply Contractor in carrying out those instructions beyond what the Contract Documents required.
- .6 Notice of Claim
  - .1 No payment shall be made by the District to the Supply Contractor in addition to the Contract Price on account of any extra expense, loss or damage incurred by or sustained by the Supply Contractor for any reason unless the Supply Contractor has given written notice of a claim to the District within 30 Days of the date the Supply Contractor first became aware of the circumstances which gave rise to the claim. The written notice must set out the date on which these circumstances arose and the estimated amount of the claim.

- .2 The Supply Contractor shall be conclusively deemed to have waived any right to make a claim for any amount in addition to the Contract Price, if the Supply Contractor does not give the required written notice within the required time and provide the required information.
- .7 Dispute/Claim Resolution
  - .1 All claims, disputes or Disputed Decisions between the District and the Supply Contractor that are not resolved shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia.
  - .2 In the event that the parties agree to arbitration, pursuant to Section 00 50 00, Clause 2.4.7.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
  - .3 In the event that the parties agree to arbitration, the arbitration shall take place in Victoria, British Columbia and be governed by the laws of British Columbia.

# Part 3 Specifications and Drawings

# 3.1 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

- .1 General
  - .1 The Specifications and Drawings are intended to be explanatory of each other. Goods specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both.
- .2 Request for Clarification
  - .1 If the Supply Contractor requires any clarification concerning the Specifications or Drawings, it shall direct its request in writing for clarification to the District. The District may issue a letter of clarification to the Supply Contractor if the District considers it necessary to do so.

# 3.2 CONFLICTING PROVISIONS, ERRORS AND OMISSIONS IN CONTRACT DOCUMENTS

- .1 Conflicting Provisions
  - .1 In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents will take precedence and govern in the following order:
    - .1 the Agreement: Section 00 40 00
    - .2 the letters of clarification, if any
    - .3 the most recent Addendum
    - .4 other Addenda, the more recent taking precedence over earlier

.2

	Addenda
.5	the General Conditions
.6	the Notice of Award and/or Purchase Order
.7	the Tender
.8	the Specifications
.9	the Drawings
.10	the Invitation to Tender
.11	other Contract Documents.
Errors and Omissions	6

- .1 If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the District in writing. The District will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the District shall issue an appropriate change order. After discovery by the Supply Contractor of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the District.
- .3 Figured dimensions on a drawing take precedence over measurements scaled from the drawing, and large-scale drawings take precedence over those of a smaller scale. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product will govern.

# Part 4 Material, Equipment and Workmanship

#### 4.1 GENERAL

.1 The Goods shall be new and of the quality specified. All work related to the Contract Documents shall be done with new materials, articles, equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

# 4.2 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

- .1 Inspection
  - .1 The District or the Engineer or any inspector or agent appointed by either of them shall have access to the Goods and to the places the Goods are being manufactured, assembled, fabricated, stored or transported or where materials, equipment and machinery are being obtained for the Goods. The Supply Contractor at the Supply Contractor's sole cost shall provide to the

Engineer or the District the assistance necessary for obtaining such access and shall provide all information necessary or desirable in connection with the inspection of the Goods.

- .2 The Supply Contractor shall at all times give and cause to be given to the District or the Engineer or any inspector or agent appointed by either of them, free access to inspect and test the Goods, wherever same is being performed or carried out.
- .3 Such inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the District or any guarantees, warranties or covenants in favour of the District, and the District shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the District or the Engineer or any inspector or agent had not taken place.
- .4 If the Contract Documents, laws, ordinances, or any public regulatory authority require parts of the Goods to be specially inspected, tested or approved, the Supply Contractor agrees that the Goods shall comply.
- .5 The Goods are subject to inspection and acceptance by the Engineer within a reasonable time after receipt. The Engineer will notify the Supply Contractor in writing of the rejection of any of the Goods which are not in accordance with the Contract Documents, and the Goods will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.
- .6 Notwithstanding any prior payment therefore, all Goods are subject to inspection and testing by the District at the Delivery Point and if the Goods are to be incorporated into an operating facility, the District's inspection and testing of the Goods may be made under operating conditions after the Goods have been installed.
- .2 Certification
  - .1 Where compliance of Goods, materials or equipment with the Contract Documents is not readily determinable through inspection and tests, the Engineer may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.
- .3 Expenses
  - .1 Unless otherwise specified in the Contract Documents, the Engineer's travel, subsistence and labour expenses for inspection and testing shall be paid by the District. If the Supply Contractor requests the Engineer to inspect and test the Goods, materials or equipment at the point of manufacture, then the additional costs to the District for travel, subsistence and labour expenses shall be paid by the Supply Contractor and may be deducted by the District from any payment due to the Supply Contractor under the Contract. After an inspection by the Engineer, if the Goods, materials or equipment require further inspection by the Engineer, then the

additional costs to the District for travel, subsistence, and labour expenses shall be paid by the Supply Contractor and may be deducted from any payment due to the Supply Contractor under the Contract.

# 4.3 **DEFECTIVE OR IMPROPER GOODS**

- .1 Correction of Defective Goods
  - .1 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Engineer may give notice of its dissatisfaction to the Supply Contractor either verbally or in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the Engineer. Any such verbal notice may be confirmed in writing by the Engineer if requested by the Supply Contractor within one working day of the verbal notice. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the Engineer within one week from the receipt of notice, the District may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the District itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.
- If upon inspection, testing or otherwise the Goods or any portion thereof are found .2 to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the District may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the District to the Supply Contractor on account of the Contract Price of such returned Goods, shall be repaid to the District by the Supply Contractor. The Supply Contractor shall advise the District in writing, where to return the Goods, and failing such advice from the Supply Contractor, the Supply Contractor agrees to accept the returned Goods at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the District's right to reject nonconforming Goods. The District reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the District's failure to notify the Supply Contractor of a rejection of non- conforming Goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.
- .3 Retention of Defective Goods

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- .1 If in the opinion of the Engineer any portion of the Goods supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Goods dangerous or undesirable, or if the removal of such Goods is impracticable, or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such Goods instead of requiring the defective or imperfect Goods to be removed and reconstructed, but the District shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.
- .4 No Implied Approval
  - .1 The fact that the Engineer or the District has not disapproved of or rejected any part of the Goods shall not be deemed or be construed to be an acceptance of any such part of the Goods or any such materials.

#### 4.4 WARRANTY AND GUARANTEE

- .1 The Supply Contractor agrees that the Goods Manufacturer's standard warranty will be to the benefit of the District and warrants that the Goods are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period of the Goods manufacturer's standard warranty period.
- .2 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising from faulty construction, manufacturing, assembly, materials, equipment or workmanship in any part of the Goods for a period of 12 months commencing from the equipment start-up and commissioning sign-off by the District. During the warranty period, the Supply Contractor, upon the receipt of notice in writing from the District or the Engineer, shall promptly make all repairs arising out of the defects referred to in this Clause 4.4.2. The District shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an emergency, where, in the opinion of the District or the Engineer, delay could cause serious loss or damage, or inconvenience to the public, repairs may be made without notice being sent to the Supply Contractor. only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made by the District in connection with this Clause 4.4.2 shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the District for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.
- .3 The District is relying on Supply Contractor's skill and judgment in selecting and providing the proper Goods and any applicable services for the District's particular use. The Supply Contractor warrants to the District and its successors in interest that the Goods and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be new and of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Goods are free and clear of all liens and encumbrances

whatsoever and that the Supply Contractor has a good and marketable title to the same.

.4 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising at any time from faulty design in any part of the Goods.

#### Part 5 Indemnification and Insurance

#### 5.1 **INDEMNIFICATION AND RELEASE**

- .1 The Supply Contractor shall save harmless and indemnify the District and its council members, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Goods or the supply, or delivery of the Goods or performance of the Work under this Agreement, except to the extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- .2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Goods, and/or used or to be used by the District before or after supply of the Goods as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- .3 The indemnity provided in this Clause 5.1 by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

#### 5.2 **INSURANCE**

- .1 General
  - .1 The Supply Contractor shall itself obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.
- .2 Commercial General Liability Insurance
  - .1 Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the District are additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

- .2 The Policy shall contain a clause providing that the District will receive 30 Days notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the District. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the District.
- .3 Evidence of Coverage
  - .1 The Contractor shall file with the District prior to the commencement of work a certificate of insurance covering all policies and endorsements. The Supply Contractor shall also file with the District evidence of the renewal of each policy at least fifteen (15) Days prior to the expiry date of the policy.
- .4 Indemnity Not Restricted by Insurance
  - .1 The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

# 5.3 **PATENT, TRADEMARK OR COPYRIGHT**

- .1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the District, in connection with the Goods and based on such investigation and its past experience and superior knowledge with respect to such Goods has determined that the production and supply thereof will not infringe any patent, trademark or copyright.
- .2 The Supply Contractor warrants to the District and its successors in interest that the manufacture, sale or use of the Goods and any services covered by this Contract, whether manufactured in accordance with the Specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright. The supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured or used in connection with the Goods, and used or to be used by the District unless otherwise stipulated in this Contract, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.

# Part 6 Shipment of Goods/Damage to Goods

# 6.1 SHIPMENT OF GOODS

- .1 Delivery of Goods
  - .1 The Supply Contractor must deliver the Goods to the Delivery Point. Delivery of the Goods to a carrier for transmission to the Delivery Site does not constitute delivery of the Goods to the District. Any such carrier is deemed to be the Supply Contractor's agent and not the District's agent.
- .2 Delivery Costs

- .1 The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Goods to the Delivery Point, including without limitations, all shipping, carrier, transportation, freight, insurance, storage, handling costs, as well as any customs or excise charges or duties.
- .3 Supply Contractor to Bear Risk
  - .1 The Supply Contractor shall bear all risks and shall assume all responsibility for the Goods, including, without limitation, any loss or damage to the Goods from any cause whatsoever, up to and including the delivery of the Goods at the Delivery Point.
- .4 Loss or Damage
  - .1 If loss or damage to the Goods occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary in order to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the District may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Goods as a result of loss or damage to the Goods for which the Supply Contractor is responsible the Supply Contractor agrees that the warranty provided in Section 00500 Clause 4.4 shall not be affected or changed to any manner or respect whatsoever.
- .5 Acceptance of Delivery of Goods by District
  - .1 Notwithstanding any other provision in the Contract Documents, the District is not deemed to have accepted the Goods until the Goods have been delivered to the Delivery Point and the District has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract and has confirmed such acceptance in writing. The District's acceptance of the Goods shall not prejudice any rights or remedies the District may have hereunder relating to Goods that are found to be non- conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any specifications or requirements of the Contract Documents.

# Part 7 **Progress and Completion**

# 7.1 CONTRACT TIME

- .1 Prosecution of the Goods
  - .1 Time shall be strictly of the essence. The Supply Contractor shall supply the Goods in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Goods as set out in the Contract Documents is reasonable.
- .2 Schedule

.1 The Supply Contractor shall provide a schedule and reports for scheduling and co- ordinating the supply of Goods within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement shall entitle the District to terminate the Supply Contractor's right to continue with the supply of Goods or to delay progress payments.

# 7.2 **TERMINATION**

- .1 The District may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the District giving notice thereof.
- .2 If at any time the District forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:
  - .1 has breached any provision of the Contract ;
  - .2 has failed to supply the Goods, within the time specified in the Contract Documents;
  - .3 has failed or is failing to furnish or to maintain a detailed schedule;
  - .4 has become in any way unable to supply the Goods or any part thereof;
  - .5 has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment;

then the District may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the District, the District may terminate the Contract. Such termination shall be effective immediately.

- .3 Upon termination pursuant to Section 00 50 00 Clause 7.2.1 or 7.2.2 the District may take all Goods out of the Supply Contractor's hands and employ such means as the District may see fit. In such case:
  - .1 The Supply Contractor shall have no claim for any further payment in respect of the Goods;
  - .2 No objection or claim shall be raised or made by the Supply Contractor by reason of or on account of the ultimate cost of the Goods so taken over for any reason proving greater than, in the opinion of the Supply Contractor, it should have been;
  - .3 Notwithstanding Part 8 all materials and all rights, proprietary or otherwise, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed, or provided by the Supply Contractor for the purposes of supply of the Goods will become or remain and be the property of the District for all purposes incidental to the completion of supply of the Goods and may be used, exercised, and enjoyed by the District as fully to all intents and purposes connected with supply of the Goods as they might theretofore have been used, exercised, and enjoyed by the Supply Contractor;

- .4 The District may assign all rights and privileges granted to the District in this clause to another supply contractor retained by the District to continue with the supply of the Goods.
- .5 If the Supply Contractor's right to supply the Goods is terminated in accordance with the provisions of this clause, the Supply Contractor shall not be entitled to receive any further payment until the supply of Goods is completed.
- .4 Except as herein before provided, the Supply Contractor shall have no claim against the District for any reason whatsoever by reason of the termination of the Contract.

# Part 8 Payment

# 8.1 **PAYMENTS TO SUPPLY CONTRACTOR**

- .1 Payments to the Supply Contractor will be made on the basis of the Schedule of Quantities and Prices, Schedule 1 of Section 00 20 00 Tender Form. Refer to Section 01 27 00 Measurement and Payment as to description of how payments will be made.
- .2 Notwithstanding Clause 8.1.1 the District may withhold from any payment:
  - .1 Any deduction the District may be entitled to under the Contract;
  - .2 Such amount as the District determines appropriate with respect to secure the correction or completion of any obligation under the Contract not properly or satisfactorily completed in compliance with the Contract Documents; and
  - .3 Amounts required to be held back pursuant to the Builders Lien Act (British Columbia).
- .3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Engineer.
- .4 In addition to any other remedy the District may have in the Contract or law, the District may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the District from loss as a result of:
  - .1 Defective or damaged Goods;
  - .2 A deductive change order;
  - .3 Failure of the Supply Contractor to supply the Goods in accordance with the Contract Documents, including failure to maintain the supply of the Goods in accordance with the schedule;
  - .4 Disregard by the Supply Contractor of the authority of the Engineer or the laws of any public body having jurisdiction.

The District may refuse to make payment of the full amount because of claims made against the District on account of the Supply Contractor's performance or supply of Goods. In such case, the District shall give the Supply Contractor prompt written notice stating the reasons for each action.

- .5 The District, may withhold from payment to the Supply Contractor:
  - .1 Any set-off the District may be entitled to under the Contract;
    - .2 The amount of any bona fide builder's lien claim asserted against the District or which the District acting reasonably anticipates will be made against the District.
- .6 Prior to payment to the Supply Contractor, if requested by the District, the Supply Contractor shall deliver to the District a statutory declaration in form satisfactory to the District declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the District, acting reasonably, determines is necessary or desirable.
- .7 Builders Liens
  - .1 The Supply Contractor shall, at its own cost and expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished in connection with the supply of the Goods to the lands comprising the Delivery Point which may be registered against or otherwise affect the said lands or the supply of Goods, to be promptly discharged from title to such lands.

#### 8.2 **WHMIS**

- .1 The Supply Contractor must comply with all requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets in accordance to all applicable laws.
- .2 The Supply Contractor must deliver copies of all relevant material safety data sheets to the Engineer upon delivery of goods.

# 8.3 MUTUAL WAIVER AND LIMITATION OF LIABILITY

.1 Owner, General Contractor and Supply Contractor (inclusive of their respective officers, directors, members, partners, subcontractos and employees) shall not be lliable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or otherwise, is limited to the Purchase Order price ("Cap"). This Ca does not apply to: (a) costs, losses, or damages asserted by third parties for destruction of tangible property, (b) bodily injury, sickness or death of any persons; or (c) gross negligence or willfull misconduct.

# **APPENDIX A**

### DRAFT NOVATION AGREEMENT

BETWEEN:

(DISTRICT)

AND:

(CONTRACTOR)

AND:

(SUPPLY CONTRACTOR)

WHEREAS:

- A. District entered into a Contract with the Supply Contractor dated [\_\_], for the Supply and Delivery of Wastewater Equipment (Supply Contract), which is annexed hereto as Appendix "A";
- B. It is a requirement of the Supply Contract that the Supply Contractor enter into a Novation Agreement with the General Contractor (hereby referred to as "the contractor") selected by the District for the Construction Contract;
- C. District entered into a contract with Contractor dated [\_\_\_], for [\_\_\_\_] (Construction Contract);
- D. It is a requirement of the Construction Contract that the Contractor enter into a Novation Agreement with Supply Contractor so that Supply Contractor becomes a subcontractor to the Contractor;

NOW THEREFORE in consideration of the premises and of the mutual agreements hereinafter contained the parties agree as follows;

- 1. The Contractor and Supply Contractor agree to be bound by the terms of the Supply Contract, annexed hereto as Appendix "A", with the Contractor assuming all the rights and obligations of the District as set out therein.
- 2. Supply Contractor retains all the rights and obligations set out in the Supply Contract and henceforth accepts the Contractor in place of the District.
- 3. Supply Contractor agrees that henceforth it is a subcontractor to the Contractor in respect of the Construction Contract.
- 4. Supply Contractor hereby releases the District from all of the District's obligations under the Supply Contract and from all claims of every nature whatsoever arising therefrom, excepting only those claims, if any, already notified to the District in writing, and acknowledges that it will henceforth look only to the Contractor for the discharge of the District's obligations thereunder and that only the Contractor may exercise the rights of the District thereunder.
- 5. Henceforth, the terms and conditions of the Construction Contract insofar as they can apply to a subcontract shall govern the relations between the Contractor and the Supply Contractor; provided nevertheless, that if any term of the Construction Contract is inconsistent with any payment provision or Special Condition or Special Provision in the Supply Contract such payment provision, Special Condition or Special Provision of the Supply Contract shall prevail.
- 6. The District and Supply Contractor agree that the Supply Contract between them has been terminated.
- 7. It is agreed that as of the date hereof [\$\_\_\_\_] is owing to the Supply Contractor under the Supply Contract.

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

DISTRICT	OF	SOOKE	
	$\sim$	000112	

by its authorized signatory on_	9 <sup>th</sup>	august	, 2019:
		0	

SIGNED on behalf of the District by:

Signature:	
Name: Paul Bshemio	
Title: <u>manager of waskwater</u>	,

### [CONTRACTOR'S NAME]

by its authorized signatory on\_\_\_\_\_day of\_\_\_\_\_, 2019:

SIGNED on behalf of the Contractor by:

Signature: _	
--------------	--

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signatu	re:
Name:	

Title:

#### [SUPPLY CONTRACTORS NAME]

by its authorized signatory on\_\_\_\_\_day of\_\_\_\_\_, 2019:

SIGNED on behalf of the Contractor by:

Signature:	
------------	--

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:	
Title:	

**END OF SECTION** 

## **DISTRICT OF SOOKE**

# REQUEST FOR TENDER IFT 2022-005\_Rev.2

### SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT INCLUDING: SBR EQUIPMENT DISTRICT OF SOOKE WWTP UPGRADES 2022

June 15, 2022

The District of Sooke invites qualified Tenders for the supply, delivery, start-up and commissioning of:

• SBR Equipment

and related equipment for incorporation into the District of Sooke WWTP Upgrades 2022 in the District of Sooke, BC. The tender consists of the supply, start-up and commissioning and delivery of equipment and system and accessories as herein specified.

Tenders are scheduled to close at:

Tender Closing Time:2:00 p.m. Local Time

Tender Closing Date: Friday June 17, 2022

There will NOT be a Public Opening for this Tender

Delivered to:	District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2 ATTN: Paul Bohemier, Manager of Waste Water
Tender Enquiries:	Stan Spencer, P.Eng.,

Stantec Consulting Ltd. Telephone: 250-589-4087 Email: stan.spencer@stantec.com

### DISTRICT OF SOOKE

### **RECEIPT CONFIRMATION FORM**

# REQUEST FOR TENDER IFT 2022-005 Rev.2

### WWTP EXPANSION WASTEWATER EQUIPMENT SUPPLY AND DELIVERY DISTRICT OF SOOKE WWTP UPGRADES 2022

As receipt of this document, <u>and</u> to directly receive any further information about this Request for Tender, please return this form to:

Attention: Stan Spencer, P.Eng. Stantec Consulting Ltd. 400-655 Tyee Road Victoria, BC V9A 6X5 Fax: 250.382.0514 Email: <u>stan.spencer@stantec.com</u>				
Company Name:	Xylem Canad	a LP		
	300 Labrosse Ave			
District: Po		u	-	
Province/State:	Quebec	Postal/Zip Code:	H9R 4V5	
Telephone No:	385-227-9864	Fax No:		
Contact Person: _	Luigi Tiberi			
Title:Terr	itory Manager			
Email:	gi.tiberi@xylem.com			

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#### Part 1 Invitation

#### 1.1 INVITATION TO TENDER

- .1 The District of Sooke (the "District") invites Tenders from qualified Tenderers for the supply, delivery, start-up, testing and commissioning of:
  - .1 SBR Equipment

#### 1.2 SCOPE OF SUPPLY AND DESCRIPTION OF GOODS

- .1 The supply, delivery, start-up, testing and commissioning of wastewater equipment for incorporation into the District of Sooke WWTP Upgrades 2022 in Sooke, BC. This consists of the following.
  - .1 Supply of SBR Equipment for municipal wastewater treatment at the Sooke WWTP
  - .2 Installation support services.
  - .3 Testing, start-up, training and commissioning support services.
- .2 This tender should be read in conjunction with related specifications and drawings as listed above.
- .3 Tenders can include all or portion of the Goods.
- .4 Delivery Point: Sooke Waste Treatment Facility, V9Z 0S2.

#### 1.3 **TENDER SUBMISSION**

.1 Tenders will be received at the specified physical location referred to below no later than ("Tender Closing"):

Paul Bohemier, Manager of Waste Water District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2

Tender Closing Time: 2:00 p.m. local time Tender Closing Date: Friday, June 17, 2022 There will NOT be a public opening for this Request for Tender

.2 The Tenderer must submit to the District all the completed and executed documentation in a sealed envelope or package including all attachments and enclosures, on the exterior of which should be indicated the name of the Tenderer. Electronic submittal is acceptable.

- .3 The time of Tender Closing shall be established by the time shown on the clock for local area network at the closing location.
- .4 By submitting a Tender, the Tenderer agrees that it shall be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.
- .5 Defined terms in the Tender Documents shall have the same meanings as set out in Clause 1.1 of the General Conditions Section 00 50 00, except where the contrary is expressed.
- .6 Tenderers are requested to return the enclosed Receipt Confirmation Form within two working days of receipt.

#### Part 2 Tender Documents

2.1 The District's language in its procurement documents shall be English.

#### Part 3 Tender Enquiries and Addenda

3.1 Enquiries should be addressed to the Contact Person:

Stantec Consulting Ltd. Stan Spencer, P.Eng. Telephone: 250.589.4087 Email: stan.spencer@stantec.com

- 3.2 Any requests for explanations, interpretations or clarifications made by Tenderers should be submitted in writing to the individual named in Section 00 10 00, clause 1.3.1 at least three (3) business days before Tender Closing.
- 3.3 Explanations, interpretations, or clarifications may be made in the form of Addenda. All Addenda issued by the District shall be incorporated into and become part of the Tender Documents.
- 3.4 Addenda may be issued by the District before Tender Closing and will be distributed via e-mail by the contact person to all who have provided a completed Receipt Confirmation Form.
- 3.5 The Tenderer must carefully examine the Contract Documents and the site of the proposed works and the Delivery Point, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Tenderer find omissions from or discrepancies in the Contract Documents, or be in doubt as their meaning, the Tenderer should notify the contact person no later than 5 days prior to the tender closing, who may cause to send a written instruction to all Tenderers in the form of an addendum, which shall become part of the contract and shall be covered in the contract price. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

3.6 No oral interpretations made to a Tenderer as to the meaning of the Contract Documents shall be considered binding. Every request for an interpretation shall be made in writing, forwarded to the Contact Person referred to in paragraph 3.1.

#### Part 4 Inspection of Delivery Point

4.1 The submission of a Tender by the Tenderer shall be deemed to be an acknowledgement that the Tenderer has relied and is relying on its own examination of the Delivery Point and all other matters related to the completion of delivery.

#### Part 5 Completion of Tender Documents

- 5.1 The Tenderer shall complete the Tender Form in ink or in type.
- 5.2 The quantities stated herein are estimates only and are given for the purpose of providing a uniform basis for the comparison of tenders. Payment will be based on actual quantities.
- 5.3 All prices are to be in Canadian currency, unless otherwise stated. Prices shall be shown for each unit specified and shall include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, shipping charges, drafting charges, overhead, profit and all tariffs, duties and taxes, including Provincial Sales Tax. The applicable Goods and Services Tax (GST) shall be shown as a separate item in the tender price.

#### Part 6 Solicitation

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

#### Part 7 Submission of Tenders

- 7.1 The Tenderer must submit the following completed and executed documentation:
  - .1 Tender Form Sections 00 20 00, 00 40 00, 00 52 10;
  - .2 A security ("Bid Security") in the form of a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the Owner in an amount equal to 10% of the Tender price;

- .3 In a sealed envelope or package, on the exterior of which should be indicated the Tender Number and the name of the Tenderer.
- .4 The Tender shall be submitted no later than the Tender Closing at the following specified physical location set out in Section 00 10 00 Clause 1.3.1.
- 7.2 No oral or electronically transmitted Tenders or amendments to Tenders will be considered.
- 7.3 It is solely the responsibility of the Tenderer to ensure that it has obtained, prior to the Tender Closing, all Addenda issued by the District.
- 7.4 The District will not accept an amendment to a previously submitted Tender unless:
  - .1 it is in writing;
  - .2 it is received at the specific physical location set out in Section 00 10 00, Clause 1.3.1, prior to the Tender Closing in a sealed envelope or package on the exterior of which should be indicated the Tender Number and the name of the Tenderer;
  - .3 it indicates a change to a Tender already submitted; and
  - .4 it is signed and the amendment indicates that the person who signed is an authorized signatory of the Tenderer.
- 7.5 It is solely the responsibility of the Tenderer to ensure that its Tender and any amendments are received at the specific physical location set out in Section 00 10 00, Clause 1.3.1.
- 7.6 Tenderers shall be solely responsible for the completion and delivery of Tenders and any amendments in the manner and time specified by Section 00 10 00, Part 8.
- 7.7 Tender form must be signed by an authorized signatory of the Tenderer.
- 7.8 Tenderer must acknowledge receipt of all Addenda.

#### Part 8 Withdrawal of Tenders

8.1 A Tenderer may withdraw its Tender after it has been submitted to the District, provided the request for withdrawal is made in writing, signed by an authorized signatory for the Tenderer, delivered (not mailed) to the office referred to in Section 00 10 00, Clause 1.3.1 and received by the District before the time set for the Tender closing .

#### Part 9 Irrevocability of Offer

9.1 The Tender submitted by the Tenderer shall be irrevocable and remain open for acceptance by the District for a period of 120 business days from the Tender Closing, whether another Tender has been accepted or not.

District of Sooke WWTP Expansion Equipment Supply and Delivery

9.2 If a Tenderer, for any reason whatsoever, purports to revoke its Tender within 120 business days from the Tender Closing, or if for any reason whatsoever a successful Tenderer does not execute and deliver the Agreements in accordance with Section 00 10 00, Clauses 12.1 and 15.1, the District, without limiting any other remedy it may have under the Tender Documents or otherwise, shall be entitled to require the Tenderer to pay to the District an amount equal to the difference between the tender price of its Tender and any other Tender which is accepted by the District, if such other Tender is for a greater price, plus the total of all costs, expenses and damages, including legal fees on a solicitor and own client basis, incurred by the District as a result of or related to such revocation or failure by the Tenderer.

#### Part 10 Acceptance and Rejection of Tenders

- 10.1 Notwithstanding any other provision in the Tender Documents, any practice or custom in the industry, or the procedures and guidelines recommended for use on publicly funded projects, the District, in its sole discretion, shall have the unfettered right to:
  - .1 accept any Tender;
  - .2 reject any Tender;
  - .3 reject all Tenders;
  - .4 accept a Tender which is not the lowest Tender;
  - .5 reject a Tender even if it is the only Tender received by the District;
  - .6 accept all or any part of a Tender; and
  - .7 award all or a portion of the contract to supply the Goods to any Tenderer.
- 10.2 If a Tender contains a defect or fails in some way to comply with any of the requirements of the Tender Documents, including where such non-compliance is material, the District may, in the sole and unfettered discretion of the District, waive the defect or non-compliance and accept the Tender.
- 10.3 The District will notify the successful Tenderer in writing that its Tender has been accepted (the "Notice of Award") as well as notifying, in writing, the unsuccessful Tenderers.
- 10.4 Acceptance of any Tender may be subject to budgetary considerations and District of Sooke Council approval.

10.5 If the Form of Tender requires unit prices for optional items, the District may, in its sole discretion, compare Tenders with and without pricing for all or any such optional items and may accept a Tender with some, all or none of such optional items.

#### Part 11 Successful Tenderer Requirements

- 11.1 The successful Tenderer shall execute and deliver the Agreement in the form set out in Sections 00 40 00 and 00 52 10, in triplicate, to the District within ten (10) Days after it has received the Agreement from the District.
- 11.2 The successful Tenderer shall submit to the District the following original documentation within seven (7) Days of receiving the Notice of Award;
  - .1 An original certificate of insurance pursuant to Section 00 50 00, Clause 5.2, in a form acceptable to the District.
  - .2 Performance Bond in the amount of 50% of the Contract value.

#### Part 12 Confidentiality and Security

- 12.1 The following conditions apply:
  - .1 The Tender Documents, or any portion thereof, may not be used for any purpose other than submission of Tenders; and
  - .2 If a Tenderer considers that any part of their Tender is confidential, they shall indicate this their Tender. Tenderers should be aware, however, that pursuant to section 21 of the *Freedom of Information and Protection of Privacy Act*, the District may be required to disclose such information, even though it is expressed to be confidential, pursuant to a request for information made under that Act. Tenderers are advised to review that Act.

#### Part 13 **Disclaimers/Limitations of Liability**

- 13.1 The District, its council members, officers, servants, employees and agents expressly disclaim any duty of care and all liability for representations, warranties, express or implied or contained in, or for omissions from this Request for Tender or any written or oral information transmitted or made available at any time to a Tenderer by or on behalf of the District. Nothing in this Request for Tender is intended to relieve a Tenderer from forming its own opinions and conclusions in respect of this Request for Tender, and the Tenderer hereby waives for itself, its successors, heirs and executors, the right to sue the District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of Tender and the Contract Documents.
- 13.2 No Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Tender, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

### Part 14 Novation Agreement

14.1 It is a condition of the Supply Contract that the Supplier enters into a Novation Agreement, annexed hereto in Section 00 52 10 as Appendix "A", with the General Contractor selected by the District, and the District.

#### END OF SECTION

#### TENDER FORM

#### Contract: SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT

#### 1. I (WE), THE UNDERSIGNED:

have received and carefully reviewed all of the Contract Documents, including the Instructions to Tenderers, and the following Addenda which form a part of this tender:

Xylem Canada LP

Luigi Tiberi, Territory Manager

(Addenda, if any)

(Tenderer to Complete)

#### 2. TENDER DOCUMENTS

- 2.1 The Tender Documents for this Contract include the following:
  - a. All documents listed in Section 00 10 00, Table of Contents;
  - b. Drawings: Issued for Equipment Pre-purchase
  - c. Addenda as issued.

#### 3. TENDERERS OFFER

3.1 The Tenderer hereby offers to perform and complete all of the Work and to supply all the plant, material, equipment, labour and workmanship, and to do everything further necessary, as set out in the Contract Documents for the fulfillment of TENDER for the SUPPLY AND DELIVERY OF WASTEWATER EQUIPMENT to the DISTRICT OF SOOKE on the terms and conditions therein contained and within the time specified limited and for the amounts set out in the completed schedule of unit prices (Schedule 1 - Quantities and Prices).

#### 4. TENDERERS DECLARATIONS

- 4.1 The Tenderer declares that it has read and understood and agrees to be bound by the Tender Documents.
- 4.2 Without limiting the generality of Section 00 20 00, Clause 4.1, the Tenderer declares that it has fulfilled and complied with all of those obligations and requirements under the Tender Documents which are required to be fulfilled by the Tender Closing.
- 4.3 The Tenderer confirms, represents and warrants that all information which it has provided to the District is true and accurate in every respect.

Tenderer's	Owner's
Initial	Initial
LT	PB

### 5. SCHEDULES

5.1 The immediately following Schedules, namely:

Schedule 1 - Quantities and Prices

Schedule 2 - Supply and Delivery Dates

Schedule 3 – Maintenance and Support

shall form part of the Tender Documents. The Tenderer shall complete the Schedules and submit per Section 00 10 00, Clause 8.1.

- 5.2 The information contained in the Schedules may be used by the District to assess the Tenderers ability to perform the Contract and may be taken into account by the District in its decision to award the Contract.
- 5.3 All prices shall be shown in Canadian currency.

Tenderer's	Owner's
Initial	Initial
LT	7B

#### SCHEDULE 1 – QUANTITIES AND PRICES

The Tenderer hereby submits unit prices as required by the specifications and agrees that these prices will be used for payment for the Goods including Goods additional to and deleted from the Contract and agrees that the prices quoted shall remain in force until the date of completion of the Contract.

The Tenderer confirms that the tender price, including any unit prices, include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Delivery Point, packing, crating, freight, cartage, shipping charges, drafting charges, overhead, profit and all tariffs, customs, duties and taxes, including provincial sales tax, with the exception of GST which shall be shown separately.

The total of the unit prices plus the applicable GST shall agree with the total tender price.

Additic	phally provide individual costs of the key SBR Equ	uipment co	omponer	nts including:	
ltem	Description	Qty	Unit	Unit Price <sup>1</sup> (\$)	Total Price (\$)
1	decanter mechanism	1	LS	\$56,618	\$56,618
2	waste sludge pump complete with rails	1	LS	\$6,438	\$6,438
3	air diffusion equipment	1	LS	\$33,785	\$33,785
4	aeration blower	1	LS	\$50,716	\$50,716
5	4-train system control panel and Ethernet based software connection to the plant wide SCADA system	1	LS	\$183,539	\$183,539
6	instruments	1	LS	\$33,040	\$33,040
7	air control valve with actuator	1	LS	\$7,387	\$7,387
8	Shipping	1	LS	\$61,325	\$61,325
9	Startup and Commissioning	1	LS	\$35,497	\$35,497
	•	•		Subtotal	\$468,345
				GST	\$22,202
				Total	\$490,547

#### SCHEDULE 1 – QUANTITIES AND PRICES

<sup>(1)</sup> PST to be included in unit prices for individual components. PST not applicatable to items 8 & 9

<sup>(2)</sup> The tender assessment is based on the total price for all items related to each equipment package.

(3) Control of the effluent Pumps shall be as per page 4 of 25 of Section 44 42 59.

The tender price stated above will be used to compare submitted Tenders. The District reserves the right to check the above extensions and additions and to make corrections as necessary.

The unit prices will govern payments for the Goods of the resulting Contract.

Tenderer's	Owner's
Initial	Initial
LT	1B

District of Sooke	Section 00 20 00
WWTP Expansion	TENDER FORM
Equipment Supply and Delivery	Page 4
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### PAYMENT TERMS

Refer to Section 01 27 00 Measurement and Payment, Clause 1.4 Progress Payments, for a description on how payments will be made.

Tenderer's	Owner's
Initial	Initial
LT	PB

#### SCHEDULE 2 – SUPPLY AND DELIVERY DATES

- 1. The Tenderer shall complete the following Schedule of Supply and Delivery Dates for the Goods and shall be prepared to supply the Goods to the Delivery Point no later than the date shown on Table 1 below. The Schedule of Supply and Delivery should be the Tenderers best realistic delivery date.
- 2. It is the intent of the Contract that the Goods, including all main equipment, ancillaries, accessories and any tools, be supplied as completely assembled as practical. If it is the intent of the Tenderer to supply any Goods, accessories and tools in components or not completely assembled, the Tenderer should indicate the separate components or provide a description of the state of assembly for each type of equipment.
- 3. Final schedule is ultimately determined by the General Contractor responsible for delivering the construction contract; however, Supply Contractor shall be prepared to deliver materials as required to site by the date indicated in Table 1 below.
- 4. The project intent is to have the construction completed by the end of 2023.
- 5. Table 1 Supply and Delivery Dates

In response to the District's preferred delivery dates, the Tenderer offers its best delivery schedule as follows:

ltem	Description	Tender's Proposed Delivery Date	The District's Preferred Delivery Date Schedule
1	Complete Shop Drawings Weeks following Notice to Proceed		4 weeks 12 weeks
2	Equipment Delivered to Site Weeks following completion of Shop Drawing Review		26 weeks

Tenderer's	Owner's
Initial	Initial
LT	PB.

### SCHEDULE 3 - MAINTENANCE AND SUPPORT

The Tenderer shall complete the following Schedule of Maintenance and Support for the Goods. The following are the minimum requirements of the Supplier:

- Shall provide a 24 hour, 365 day toll free service hotline
- Next day Service Technician (experienced with Manufacturer's complete system)
- Same day or overnight parts availability

#### SCHEDULE 3 - MAINTENANCE AND SUPPORT

Item	Description	Suppliers Availability
1	Toll free service Hotline hours and days per year	8hours,365days a year
2	Technician Availability	Same day / overnight/ other (describe)
3	Part availability (including rectifier and electrolytic cells)	Same day / overnight/ other (describe)
4	Local Service Provider	Company: Years' Experience with Manufacturers Equipment: Local Address: <b>15 years - Ramtech</b>

Tenderer's	Owner's
Initial	Initial
LT	PB.

#### NOVATION AGREEMENT ACKNOWLEDGEMENT

The Tender agrees to join in an assignment and Novation Agreement in the form set out in Appendix A as soon as the construction contract between the District and the General Contractor has been signed.

#### **EXECUTION BY TENDERER**

This Tender is exe 2022. Print name of Mun		Mlwaukee, Wl Province, or if outside Canada,	_this <u>17th</u> day of <u>June</u> , Country.
SIGNED Xyle	m Canada LP		
-		(Print Company Name)	
By its authorized s	signatory (ies):	Ining Ja-	
(Signature)			
Luigi Tiberi - Te	erritory Manage	r	
(Print Name and T	ītle)		<u> </u>

**END OF SECTION** 

Tenderer's	Owner's
Initial	Initial
LT	7B.

#### DISTRICT OF SOOKE

#### DISTRICT OF SOOKE WWTP UPGRADES 2019 CONTRACT 1790-20-WWTP-002

#### UNDERTAKING OF SURETY - PERFORMANCE BOND

[Undertaking to accompany Tender]

District of Sooke 2205 Otter Point Road Sooke, British Columbia V9Z 1J2

Gentlemen:

We, the undersigned

(Insert Bonding Company's Name)

do hereby undertake and agree to become bound to District of Sooke for a PERFORMANCE BOND for

		DOLLARS (\$	)
(Insert a Sum Equ	al to 50 Percent of the Total Tendered	Amount)	
for the fulfilment of Form if the Contra	the Contract to perform the works and act is awarded to	l services, all as specified in t	the attached Tender
(Insert Tenderer's	Name)		on ann an Ann
Data dat			

Dated at\_\_\_\_\_ British Columbia, this\_\_\_\_\_day of\_\_\_\_\_,2019.

Yours very truly,

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Tenderer's	Owner's
Initial	Initial
	PB.

#### DRAFT CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2022.

BETWEEN: \_\_\_\_\_(the "Supply Contractor")

AND: District of Sooke (the "District")

THIS AGREEMENT WITNESSES that the Supply Contractor and the District agree as follows:

- 1. The Supply Contractor shall provide all labour, materials, equipment, supplies and all other items required to supply the Goods and perform all other Work within the required time, as required by the Contract Documents.
- 2. The District shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
- 3. The Contract Price shall be the sum in Canadian Dollars of the following:
  - .1 the tender price, as set out Section 00 20 00, and
  - .2 any payments made on account of changes, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation payable to the Supply Contractor by the District for the Goods other Work and shall cover and include necessary costs including but not limited to all supervision, labour, materials, equipment, supplies and all other items, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, storage as required, conveyance and delivery, packing, crating, freight, cartage, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

- 4. The Supply Contractor shall supply all Goods to the Delivery Point no later than the dates shown on Section 00 20 00 Schedule 2, including revisions under Section 00 50 00, Item 7.1.2, if any.
- 5. The Contract Documents shall form a part of this Agreement.
- 6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between the District and the Supply Contractor with respect to the subject matter of this Agreement.

Capitalized terms in this Agreement shall have the meanings as set out in Section 00 50 00, Clause 1.1.

Tenderer's	Owner's
Initial	Initial
LT -	PB.

- 7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the District.
- 8. No action or failure to act by the District or an authorized representative of the District shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 9. This Agreement shall enure to the benefit of and be binding upon the District and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, such persons shall be jointly and severally liable for all of the representations, warranties, covenants and obligations of the Supply Contractor under the Contract.
- 10. Time shall be of the essence of this Agreement.
- 11. This Agreement is governed by the laws of British Columbia, Canada.
- 12. This Contract Agreement will be assigned to the General Contractor once that contract is awarded. (Estimated to be by fall 2022).

Tenderer's	Owner's
Initial	Initial
LT	B.

District of Sooke	Section 00 40 00
WWTP Expansion Equipment Supply and Delivery	DRAFT CONTRACT AGREEMENT Page 3
Equipment Supply and Derivery	June 2022
IN WITNESS WHEREOF the parties hereto	have executed this Agreement as follows:
DISTRICT OF SOOKE	
by its authorized signatory on $\mathcal{T}^{\mathcal{T}}_{\mathcal{T}}$ day	of <u>august</u> , 2022:
SIGNED on behalf of the District by:	
Signature:	
Name: # Taul Bohemier	-
Title: Manuscrof water	
[CONTRACTOR'S NAME]	
by its authorized signatory onday 2022:	/ of,
SIGNED on behalf of the Contractor by:	
Signature:	-
Name:	-
Title:	-
Signature:	_
Name:	-
Title:	-

END OF SECTION

Tenderer's	Owner's
Initial	Initial
LT	R

#### Part 1 General

#### 1.1 **DEFINITIONS**

.1 The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below.

"Addenda" means any and all addenda issued by the District;

"Agreement" means the agreement set out in Section 00 40 00;

"Construction Contract" means the agreement between the District and the General Contractor who is to install the Goods supplied pursuant to the Contract;

"Contract" means the agreement formed by the District's acceptance of the Tender for completion of the work set out in the Contract Documents;

"Contract Documents" means the following documents:

- .1 the Tender Documents
- .2 the executed Tender Form
- .3 the executed Bonds, if any,
- .4 the executed Agreement
- .5 the General Conditions
- .6 Drawings, if any
- .7 Specifications
- .8 Change orders
- .9 Addenda
- .10 other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference;

"Contract Price" has the meaning set out in Section 00 40 00 Clause 3;

"Day" means calendar day;

"Delivery Date" has the meaning set out in Section 00 20 00 Schedule 2;

"Delivery Point" means the location set out in Section 00 10 00 Clause 1.2.3;

"Drawings" means the drawings included in the Tender Documents together with those prepared by the District and the General Contractor and the Supply Contractor pursuant to the terms of the Contract and include:

- .1 Modifications of drawings issued by Addenda;
- .2 Drawings submitted by the General Contractor or Supply Contractor during the progress of the work and accepted by the District either as attachments to change orders or as non- modifying supplements to the drawings in the Tender Documents including drawings issued by Addenda;

.3 Drawings submitted by the District to the General Contractor or Supply Contractor during the progress of the work either as attachments to change orders or as explanatory supplements to the drawings in the Tender Documents including drawings issued by Addenda;

"Engineer" means the Engineer of the District and any person duly authorized to act as Engineer on behalf of the District;

"General Contractor" means the person, who or which is to install the Goods supplied pursuant to the Contract;

"Goods" means the goods set out in Section 00 10 00 Clause 1.2.1 and comprising the subject matter of this Contract;

"Notice of Award" has the meaning set out in Section 00 10 00 Clause 11.4;

"Specifications" means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards and workmanship;

"Submittals" means the information which has to be submitted to the District in accordance with Section 01 33 00;

"Supply Contractor" means the person who or which executes the Agreement;

"Tenderer" means a person submits a Tender;

"Tender" means a Tenderer's offer set out in Section 00 20 00 and includes the Tender Documents;

"Tender Closing" has the meaning set out in Section 00 10 00 Clause 1.3.1;

"Tender Documents" means the documents, drawings and addenda set out in Section 00 20 00 Clause 2.1;

"District" has the meaning set out in Section 00 10 00 Clause 1.1

"WHMIS" means Workplace Hazardous Materials Information System.

"Work" means anything and everything required to be done for the fulfilment and completion of this agreement.

#### 1.2 **PARTNERSHIPS & JOINT VENTURES**

.1 If the Supply Contractor is a partnership or joint venture the individual partners or joint venturers shall be jointly and severally liable for all of the Supply Contractor's representations, warranties, covenants and obligations under the Contract.

### 1.3 CONTRACT REQUIREMENTS

- .1 Successors' Obligations
  - .1 The Contract shall enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and permitted assigns.
- .2 Assignment of Contract
  - .1 The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the District. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the District. Involuntary assignment of the Contract as a result of, inter alia, bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the District to terminate the Contract as hereinafter provided.
- .3 Waiver of Rights
  - .1 Except as herein provided, no act or failure to act by the Supply Contractor, the District, or the Engineer at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor, the District or the Engineer, as the case may be, of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.
- .4 Amendment of Contract Documents
  - .1 The Contract Documents shall not be amended except as specifically agreed in writing signed by both the District and the Supply Contractor.

#### 1.4 LAWS, REGULATIONS AND PERMITS

- .1 The Contract shall be construed under and according to the laws of the Province of
  - .1 British Columbia and subject to an agreement to refer a dispute to arbitration under Section 00 50 00, Clause 2.4.7, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- .2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Goods. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the Work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval or licence without first obtaining the written consent of the District.
- .3 Patents, Royalties and Copyright

District of Sooke WWTP Expansion 2022 Equipment Supply and Delivery

- .1 The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Goods or with the use of the Goods by the District. Before final payment is made on the account of this Contract, the Supply Contractor shall, if requested by the District, furnish acceptable proof of a proper release from all such fees or claims.
- .2 If the Supply Contractor, its agent, employee or any of them is prevented from furnishing or using any invention, article, material or Drawings supplied or required to be supplied or used under this Contract, the Supply Contractor either shall promptly pay such royalties and secure the requisite licences or, subject to written approval by the District, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract.
- .3 The Supply Contractor shall submit to the Engineer descriptive information of these proposed substitutions. Approval by the District of any substitutions shall not relieve the Supply Contractor of its responsibility if the substitutions do not function as well as the original specified in the Contract and shall not be deemed an assumption of risk or responsibility by the District. Approval shall only mean the District has no objection to the substitution being utilized at the Supply Contractor's risk. If the District refuses to approve the substitution, the Supply Contractor shall pay such royalties and secure such valid licences as may be requisite for the District, its directors, officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.
- .4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

#### 1.5 **HEADINGS**

.1 Headings to parts, divisions, sections, clauses and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

#### Part 2 District-Supply Contractor Relations

#### 2.1 **AUTHORITY OF DISTRICT**

- .1 Acceptability of Goods
  - .1 The District shall make the final determination of the acceptability of the Goods.
- .2 Authority of Engineer
  - .1 The Engineer shall represent the District at the Delivery Point. The Engineer shall have the authority set out in the Contract Documents and such other authority as may be delegated in writing by the District including but not limited to the following:
    - .1 to make decisions regarding the Goods;

- .2 to make decisions regarding the manner of performance and rate of progress of supply of the Goods;
- .3 to make decisions regarding clarifications and interpretation of the Contract Documents.

The District may appoint a new Engineer from time to time by providing notice of such appointment to the Supply Contractor

#### 2.2 **RESPONSIBILITIES OF THE SUPPLY CONTRACTOR**

- .1 Attention to the Goods
  - .1 The Supply Contractor shall diligently attend to the supply of the Goods so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.
- .2 Authorized Representative
  - .1 The Supply Contractor shall advise the Engineer in writing of the name of the Supply Contractor's authorized representative.
- .3 Off-loading of Goods
  - .1 The Supply Contractor shall provide all necessary instruction and Delivery Point personnel to ensure satisfactory off-loading, storage, and testing of the Goods.
- .4 Shipment
  - .1 The Supply Contractor shall properly package all Goods for safe shipment to the Delivery Point and a Notice of Shipment shall be sent by the Supply Contractor to the District at least 2 weeks before the Goods are shipped. The Notice of Shipment shall state the number of the order, the kind of goods, the Supply Contractor's name and the carrier and route by which the shipment is being made.
  - .2 The Notice of Shipment shall indicate appropriate instructions, considerations or other information regarding the proper storage, handling, transfer, off-loading and installation of the Goods.
- .5 Acceptable Delivery
  - .1 The Supply Contractor will arrange to have the Goods delivered to the Delivery Point between 8:00 a.m. and 3:30 p.m. Monday to Friday, statutory holidays excepted. The District shall not be responsible for Goods delivered outside the acceptable time for delivery.
- .6 Transportation Costs
  - .1 If the Contract calls for payment of any transportation cost by the District, the District shall in no event be liable or accountable in excess of the actual costs of transportation.
  - .2 Supply Contractor shall be accountable for and pay any excess transportation costs arising from Supply Contractor's failure to make delivery to the Delivery Point or to follow shipping instructions furnished by the District.
- .7 Employee Safety

- .1 The Supply Contractor alone shall at all times be responsible for the safety of its employees, its subcontractors' employees and other persons and equipment lawfully at the Delivery Point in connection with the supply of Goods and shall comply with the standards for the Work Site, the Workers' Compensation Act and regulations thereto and under statutory and common law.
- .2 The Supply Contractor shall cooperate with the directions of the General Contractor who will be designated as prime contractor for purposes of the Workers Compensation Act.
- .8 Confidentiality
  - .1 The Supply Contractor shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of providing the Goods.

### 2.3 DISTRICT - SUPPLY CONTRACTOR CO-ORDINATION

- .1 Notice
  - .1 Any notice, order, directive, request or other communication (the "notice") given by the District or the Engineer to the Supply Contractor shall be deemed to be given to the Supply Contractor if left at any office used by the Supply Contractor or delivered to any of its officers or employees or posted at the Delivery Point or mailed by mail addressed to the Supply Contractor at the address given in the Contract Documents or mailed to the Supply Contractor that is a joint venture or partnership shall be deemed to be given if delivered or mailed to any one of the joint ventures or partners or any of their officers or employees. Any notice to be given if sent by mail or delivered to the District at the address of the District set out in Section 00 10 00 Clause 1.3.1. Any notice sent by mail shall be deemed to have been given five (5) Days after the day of mailing.
- .2 Co-operation and Entry on Delivery Point
  - .1 At the time of Delivery, it is intended that the Delivery Point will be under the control of the General Contractor responsible for the delivery of the construction contract, as the Prime Contractor as debard by WorkSafe BC Regulations. The Supply Contractor is to coordinate all actions while on the site with the General Contractor.
- .3 The Engineer, if requested by the District or the Supply Contractor or any other contractor, shall consider any differences, conflicts or disputes between the Supply Contractor and any other contractor with regard to the Goods on or near the Delivery Point. The Engineer shall give such directions as it considers desirable to resolve such difference, conflict or dispute and its directions shall be binding on the Supply Contractor and insofar as it may have the authority, on any other contractor.

#### 2.4 **DISPUTE RESOLUTION**

.1 Disputes

- .1 A dispute occurs between the District and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.
- .2 Determination by Engineer
  - .1 Except as otherwise specifically provided, questions regarding interpretation, application or administration of the Contract shall be referred by the Supply Contractor in writing to the Engineer for its decision. The Engineer shall review the matter and respond to the Supply Contractor in writing with the Engineer's decision within 21 Days after receipt of written notice from the Supply Contractor.
- .3 Dispute of Decision
  - .1 If the Supply Contractor disputes a decision or instruction of the District or the Engineer (the "Disputed Decision"), the Supply Contractor shall give a detailed written notice of the dispute to the District within 21 Days of the date that the Supply Contractor received the Disputed Decision. The written notice must set out the nature of the dispute, the circumstances which gave rise to the dispute, the date on which these circumstances arose and the estimated cost of the work.
  - .2 The Supply Contractor shall be conclusively deemed to have accepted a decision or instruction of the District or the Engineer if the Supply Contractor does not dispute the Disputed Decision by giving the required written notice within the required time.
- .4 No Engineer's Review
  - .1 Notwithstanding Section 00 50 00, Clause 2.4.3, if the Disputed Decision was made by the District pursuant to Section 00 50 00, Part 7, the Engineer shall not review the decision and the matter shall be dealt with as provided under Section 00 50 00, Clause 2.4.7.
- .5 Instructions Pending Resolution
  - .1 If the Disputed Decision is not resolved promptly, the Engineer shall give any instructions as may be necessary for the supply of the Goods and to prevent delay in delivery of the Goods pending resolution of the dispute. The Supply Contractor shall comply immediately with the Engineer's instructions. If it is subsequently determined that the instructions were contrary to the Contract Documents, the District shall pay the costs incurred by the Supply Contractor in carrying out those instructions beyond what the Contract Documents required.
- .6 Notice of Claim
  - .1 No payment shall be made by the District to the Supply Contractor in addition to the Contract Price on account of any extra expense, loss or damage incurred by or sustained by the Supply Contractor for any reason unless the Supply Contractor has given written notice of a claim to the District within 30 Days of the date the Supply Contractor first became aware of the circumstances which gave rise to the claim. The written notice must set out the date on which these circumstances arose and the estimated amount of the claim.

- .2 The Supply Contractor shall be conclusively deemed to have waived any right to make a claim for any amount in addition to the Contract Price, if the Supply Contractor does not give the required written notice within the required time and provide the required information.
- .7 Dispute/Claim Resolution
  - .1 All claims, disputes or Disputed Decisions between the District and the Supply Contractor that are not resolved shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia.
  - .2 In the event that the parties agree to arbitration, pursuant to Section 00 50 00, Clause 2.4.7.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
  - .3 In the event that the parties agree to arbitration, the arbitration shall take place in Victoria, British Columbia and be governed by the laws of British Columbia.

#### Part 3 Specifications and Drawings

#### 3.1 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

- .1 General
  - .1 The Specifications and Drawings are intended to be explanatory of each other. Goods specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both.
- .2 Request for Clarification
  - .1 If the Supply Contractor requires any clarification concerning the Specifications or Drawings, it shall direct its request in writing for clarification to the District. The District may issue a letter of clarification to the Supply Contractor if the District considers it necessary to do so.

# 3.2 CONFLICTING PROVISIONS, ERRORS AND OMISSIONS IN CONTRACT DOCUMENTS

- .1 Conflicting Provisions
  - .1 In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents will take precedence and govern in the following order:
    - .1 the Agreement: Section 00 40 00
    - .2 the letters of clarification, if any
    - .3 the most recent Addendum
    - .4 other Addenda, the more recent taking precedence over earlier

#### Addenda

	/ ladonau
.5	the General Conditions
.6	the Notice of Award and/or Purchase Order
.7	the Tender
.8	the Specifications
.9	the Drawings
.10	the Invitation to Tender
.11	other Contract Documents.

- .2 Errors and Omissions
  - .1 If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the District in writing. The District will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the District shall issue an appropriate change order. After discovery by the Supply Contractor of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the District.
- .3 Figured dimensions on a drawing take precedence over measurements scaled from the drawing, and large-scale drawings take precedence over those of a smaller scale. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product will govern.

#### Part 4 Material, Equipment and Workmanship

#### 4.1 GENERAL

.1 The Goods shall be new and of the quality specified. All work related to the Contract Documents shall be done with new materials, articles, equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

#### 4.2 **DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS**

- .1 Inspection
  - .1 The District or the Engineer or any inspector or agent appointed by either of them shall have access to the Goods and to the places the Goods are being manufactured, assembled, fabricated, stored or transported or where materials, equipment and machinery are being obtained for the Goods. The Supply Contractor at the Supply Contractor's sole cost shall provide to the

Engineer or the District the assistance necessary for obtaining such access and shall provide all information necessary or desirable in connection with the inspection of the Goods.

- .2 The Supply Contractor shall at all times give and cause to be given to the District or the Engineer or any inspector or agent appointed by either of them, free access to inspect and test the Goods, wherever same is being performed or carried out.
- .3 Such inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the District or any guarantees, warranties or covenants in favour of the District, and the District shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the District or the Engineer or any inspector or agent had not taken place.
- .4 If the Contract Documents, laws, ordinances, or any public regulatory authority require parts of the Goods to be specially inspected, tested or approved, the Supply Contractor agrees that the Goods shall comply.
- .5 The Goods are subject to inspection and acceptance by the Engineer within a reasonable time after receipt. The Engineer will notify the Supply Contractor in writing of the rejection of any of the Goods which are not in accordance with the Contract Documents, and the Goods will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing as a result of such rejection.
- .6 Notwithstanding any prior payment therefore, all Goods are subject to inspection and testing by the District at the Delivery Point and if the Goods are to be incorporated into an operating facility, the District's inspection and testing of the Goods may be made under operating conditions after the Goods have been installed.
- .2 Certification
  - .1 Where compliance of Goods, materials or equipment with the Contract Documents is not readily determinable through inspection and tests, the Engineer may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.
- .3 Expenses
  - .1 Unless otherwise specified in the Contract Documents, the Engineer's travel, subsistence and labour expenses for inspection and testing shall be paid by the District. If the Supply Contractor requests the Engineer to inspect and test the Goods, materials or equipment at the point of manufacture, then the additional costs to the District for travel, subsistence and labour expenses shall be paid by the Supply Contractor and may be deducted by the District from any payment due to the Supply Contractor under the Contract. After an inspection by the Engineer, if the Goods, materials or equipment require further inspection by the Engineer, then the

additional costs to the District for travel, subsistence, and labour expenses shall be paid by the Supply Contractor and may be deducted from any payment due to the Supply Contractor under the Contract.

#### 4.3 **DEFECTIVE OR IMPROPER GOODS**

- .1 Correction of Defective Goods
  - .1 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Engineer may give notice of its dissatisfaction to the Supply Contractor either verbally or in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the Engineer. Any such verbal notice may be confirmed in writing by the Engineer if requested by the Supply Contractor within one working day of the verbal notice. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the Engineer within one week from the receipt of notice, the District may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the District itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.
- .2 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any guarantee of operating or other specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the District may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the District to the Supply Contractor on account of the Contract Price of such returned Goods, shall be repaid to the District by the Supply Contractor. The Supply Contractor shall advise the District in writing. where to return the Goods, and failing such advice from the Supply Contractor, the Supply Contractor agrees to accept the returned Goods at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the District's right to reject nonconforming Goods. The District reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the District's failure to notify the Supply Contractor of a rejection of non- conforming Goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.
- .3 Retention of Defective Goods

District of Sooke WWTP Expansion 2022 Equipment Supply and Delivery

- .1 If in the opinion of the Engineer any portion of the Goods supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Goods dangerous or undesirable, or if the removal of such Goods is impracticable, or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such Goods instead of requiring the defective or imperfect Goods to be removed and reconstructed, but the District shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.
- .4 No Implied Approval
  - .1 The fact that the Engineer or the District has not disapproved of or rejected any part of the Goods shall not be deemed or be construed to be an acceptance of any such part of the Goods or any such materials.

# 4.4 WARRANTY AND GUARANTEE

- .1 The Supply Contractor agrees that the Goods Manufacturer's standard warranty will be to the benefit of the District and warrants that the Goods are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period of the Goods manufacturer's standard warranty period.
- .2 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising from faulty construction, manufacturing, assembly, materials, equipment or workmanship in any part of the Goods for a period of 12 months commencing from the equipment start-up and commissioning sign-off by the District. During the warranty period, the Supply Contractor, upon the receipt of notice in writing from the District or the Engineer, shall promptly make all repairs arising out of the defects referred to in this Clause 4.4.2. The District shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an emergency, where, in the opinion of the District or the Engineer, delay could cause serious loss or damage, or inconvenience to the public, repairs may be made without notice being sent to the Supply Contractor. only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made by the District in connection with this Clause 4.4.2 shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the District for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.
- .3 The District is relying on Supply Contractor's skill and judgment in selecting and providing the proper Goods and any applicable services for the District's particular use. The Supply Contractor warrants to the District and its successors in interest that the Goods and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be new and of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Goods are free and clear of all liens and encumbrances

whatsoever and that the Supply Contractor has a good and marketable title to the same.

.4 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising at any time from faulty design in any part of the Goods.

# Part 5 Indemnification and Insurance

# 5.1 **INDEMNIFICATION AND RELEASE**

- .1 The Supply Contractor shall save harmless and indemnify the District and its council members, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Goods or the supply, or delivery of the Goods or performance of the Work under this Agreement, except to the extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- .2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Goods, and/or used or to be used by the District before or after supply of the Goods as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- .3 The indemnity provided in this Clause 5.1 by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

# 5.2 **INSURANCE**

- .1 General
  - .1 The Supply Contractor shall itself obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.
- .2 Commercial General Liability Insurance
  - .1 Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the District are additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

District of Sooke WWTP Expansion 2022 Equipment Supply and Delivery

- .2 The Policy shall contain a clause providing that the District will receive 30 Days notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the District. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the District.
- .3 Evidence of Coverage
  - .1 The Contractor shall file with the District prior to the commencement of work a certificate of insurance covering all policies and endorsements. The Supply Contractor shall also file with the District evidence of the renewal of each policy at least fifteen (15) Days prior to the expiry date of the policy.
- .4 Indemnity Not Restricted by Insurance
  - .1 The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

# 5.3 **PATENT, TRADEMARK OR COPYRIGHT**

- .1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the District, in connection with the Goods and based on such investigation and its past experience and superior knowledge with respect to such Goods has determined that the production and supply thereof will not infringe any patent, trademark or copyright.
- 2 The Supply Contractor warrants to the District and its successors in interest that the manufacture, sale or use of the Goods and any services covered by this Contract, whether manufactured in accordance with the Specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright. The supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured or used in connection with the Goods, and used or to be used by the District unless otherwise stipulated in this Contract, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.

# Part 6 Shipment of Goods/Damage to Goods

# 6.1 SHIPMENT OF GOODS

- .1 Delivery of Goods
  - .1 The Supply Contractor must deliver the Goods to the Delivery Point. Delivery of the Goods to a carrier for transmission to the Delivery Site does not constitute delivery of the Goods to the District. Any such carrier is deemed to be the Supply Contractor's agent and not the District's agent.
- .2 Delivery Costs

- .1 The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Goods to the Delivery Point, including without limitations, all shipping, carrier, transportation, freight, insurance, storage, handling costs, as well as any customs or excise charges or duties.
- .3 Supply Contractor to Bear Risk
  - .1 The Supply Contractor shall bear all risks and shall assume all responsibility for the Goods, including, without limitation, any loss or damage to the Goods from any cause whatsoever, up to and including the delivery of the Goods at the Delivery Point.
- .4 Loss or Damage
  - .1 If loss or damage to the Goods occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary in order to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the District may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Goods as a result of loss or damage to the Goods for which the Supply Contractor is responsible the Supply Contractor agrees that the warranty provided in Section 00500 Clause 4.4 shall not be affected or changed to any manner or respect whatsoever.
- .5 Acceptance of Delivery of Goods by District
  - .1 Notwithstanding any other provision in the Contract Documents, the District is not deemed to have accepted the Goods until the Goods have been delivered to the Delivery Point and the District has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract and has confirmed such acceptance in writing. The District's acceptance of the Goods shall not prejudice any rights or remedies the District may have hereunder relating to Goods that are found to be non- conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any specifications or requirements of the Contract Documents.

# Part 7 **Progress and Completion**

# 7.1 **CONTRACT TIME**

- .1 Prosecution of the Goods
  - .1 Time shall be strictly of the essence. The Supply Contractor shall supply the Goods in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Goods as set out in the Contract Documents is reasonable.
- .2 Schedule

.1 The Supply Contractor shall provide a schedule and reports for scheduling and co- ordinating the supply of Goods within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement shall entitle the District to terminate the Supply Contractor's right to continue with the supply of Goods or to delay progress payments.

# 7.2 **TERMINATION**

- .1 The District may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the District giving notice thereof.
- .2 If at any time the District forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:
  - .1 has breached any provision of the Contract ;
  - .2 has failed to supply the Goods, within the time specified in the Contract Documents;
  - .3 has failed or is failing to furnish or to maintain a detailed schedule;
  - .4 has become in any way unable to supply the Goods or any part thereof;
  - .5 has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment;

then the District may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the District, the District may terminate the Contract. Such termination shall be effective immediately.

- .3 Upon termination pursuant to Section 00 50 00 Clause 7.2.1 or 7.2.2 the District may take all Goods out of the Supply Contractor's hands and employ such means as the District may see fit. In such case:
  - .1 The Supply Contractor shall have no claim for any further payment in respect of the Goods;
  - .2 No objection or claim shall be raised or made by the Supply Contractor by reason of or on account of the ultimate cost of the Goods so taken over for any reason proving greater than, in the opinion of the Supply Contractor, it should have been;
  - .3 Notwithstanding Part 8 all materials and all rights, proprietary or otherwise, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed, or provided by the Supply Contractor for the purposes of supply of the Goods will become or remain and be the property of the District for all purposes incidental to the completion of supply of the Goods and may be used, exercised, and enjoyed by the District as fully to all intents and purposes connected with supply of the Goods as they might theretofore have been used, exercised, and enjoyed by the Supply Contractor;

- .4 The District may assign all rights and privileges granted to the District in this clause to another supply contractor retained by the District to continue with the supply of the Goods.
- .5 If the Supply Contractor's right to supply the Goods is terminated in accordance with the provisions of this clause, the Supply Contractor shall not be entitled to receive any further payment until the supply of Goods is completed.
- .4 Except as herein before provided, the Supply Contractor shall have no claim against the District for any reason whatsoever by reason of the termination of the Contract.

# Part 8 Payment

# 8.1 **PAYMENTS TO SUPPLY CONTRACTOR**

- .1 Payments to the Supply Contractor will be made on the basis of the Schedule of Quantities and Prices, Schedule 1 of Section 00 20 00 Tender Form. Refer to Section 01 27 00 Measurement and Payment as to description of how payments will be made.
- .2 Notwithstanding Clause 8.1.1 the District may withhold from any payment:
  - .1 Any deduction the District may be entitled to under the Contract;
  - .2 Such amount as the District determines appropriate with respect to secure the correction or completion of any obligation under the Contract not properly or satisfactorily completed in compliance with the Contract Documents; and
  - .3 Amounts required to be held back pursuant to the Builders Lien Act (British Columbia).
- .3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Engineer.
- .4 In addition to any other remedy the District may have in the Contract or law, the District may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the District from loss as a result of:
  - .1 Defective or damaged Goods;
  - .2 A deductive change order;
  - .3 Failure of the Supply Contractor to supply the Goods in accordance with the Contract Documents, including failure to maintain the supply of the Goods in accordance with the schedule;
  - .4 Disregard by the Supply Contractor of the authority of the Engineer or the laws of any public body having jurisdiction.

The District may refuse to make payment of the full amount because of claims made against the District on account of the Supply Contractor's performance or supply of Goods. In such case, the District shall give the Supply Contractor prompt written notice stating the reasons for each action.

- .5 The District, may withhold from payment to the Supply Contractor:
  - .1 Any set-off the District may be entitled to under the Contract;
    - .2 The amount of any bona fide builder's lien claim asserted against the District or which the District acting reasonably anticipates will be made against the District.
- .6 Prior to payment to the Supply Contractor, if requested by the District, the Supply Contractor shall deliver to the District a statutory declaration in form satisfactory to the District declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the District, acting reasonably, determines is necessary or desirable.
- .7 Builders Liens
  - .1 The Supply Contractor shall, at its own cost and expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished in connection with the supply of the Goods to the lands comprising the Delivery Point which may be registered against or otherwise affect the said lands or the supply of Goods, to be promptly discharged from title to such lands.

# 8.2 WHMIS

- .1 The Supply Contractor must comply with all requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets in accordance to all applicable laws.
- .2 The Supply Contractor must deliver copies of all relevant material safety data sheets to the Engineer upon delivery of goods.

ADDED Clarification

Mutual Waiver and Limitation of Liability - Owner, General Contractor and Manufacturer (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or otherwise, is limited to the Purchase Order price ("Cap"). This Cap does not apply to: (a) costs, losses, or damages asserted by third parties for destruction of tangible property, (b) bodily injury, sickness, or death of any persons; or (c) gross negligence or willful misconduct.

# END OF SECTION

# **APPENDIX A**

# DRAFT NOVATION AGREEMENT

BETWEEN:

(DISTRICT)

AND:

(CONTRACTOR)

AND:

(SUPPLY CONTRACTOR)

WHEREAS:

- A. District entered into a Contract with the Supply Contractor dated [\_\_\_], for the Supply and Delivery of Wastewater Equipment (Supply Contract), which is annexed hereto as Appendix "A";
- B. It is a requirement of the Supply Contract that the Supply Contractor enter into a Novation Agreement with the General Contractor (hereby referred to as "the contractor") selected by the District for the Construction Contract;
- C. District entered into a contract with Contractor dated [\_\_\_], for [\_\_\_\_] (Construction Contract);
- D. It is a requirement of the Construction Contract that the Contractor enter into a Novation Agreement with Supply Contractor so that Supply Contractor becomes a subcontractor to the Contractor;

NOW THEREFORE in consideration of the premises and of the mutual agreements hereinafter contained the parties agree as follows;

- 1. The Contractor and Supply Contractor agree to be bound by the terms of the Supply Contract, annexed hereto as Appendix "A", with the Contractor assuming all the rights and obligations of the District as set out therein.
- 2. Supply Contractor retains all the rights and obligations set out in the Supply Contract and henceforth accepts the Contractor in place of the District.
- 3. Supply Contractor agrees that henceforth it is a subcontractor to the Contractor in respect of the Construction Contract.
- 4. Supply Contractor hereby releases the District from all of the District's obligations under the Supply Contract and from all claims of every nature whatsoever arising therefrom, excepting only those claims, if any, already notified to the District in writing, and acknowledges that it will henceforth look only to the Contractor for the discharge of the District's obligations thereunder and that only the Contractor may exercise the rights of the District thereunder.
- 5. Henceforth, the terms and conditions of the Construction Contract insofar as they can apply to a subcontract shall govern the relations between the Contractor and the Supply Contractor; provided nevertheless, that if any term of the Construction Contract is inconsistent with any payment provision or Special Condition or Special Provision in the Supply Contract such payment provision, Special Condition or Special Provision of the Supply Contract shall prevail.
- 6. The District and Supply Contractor agree that the Supply Contract between them has been terminated.
- 7. It is agreed that as of the date hereof [\$\_\_\_\_] is owing to the Supply Contractor under the Supply Contract.

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

DISTRICT OF SOOKE		
by its authorized signatory on^ day of	Ayout	, 2019:

SIGNED on behalf of the District by:

<b>.</b>	R			
Signature	5			
Name:	Paul	Bohe	nis	
Title:/	Annusic	of	WASte	vator.

# [CONTRACTOR'S NAME]

by its authorized signatory on\_\_\_\_\_day of\_\_\_\_\_, 2019:

SIGNED on behalf of the Contractor by:

Signature:	
------------	--

Name: \_\_\_\_\_

Title:

Signature: _	
--------------	--

Name: \_\_\_\_\_ Title: \_\_\_\_\_

# [SUPPLY CONTRACTORS NAME]

by its authorized signatory on\_\_\_\_\_day of\_\_\_\_\_, 2019:

SIGNED on behalf of the Contractor by:

Signatu	ıre:
Name:	

Title: \_\_\_\_\_

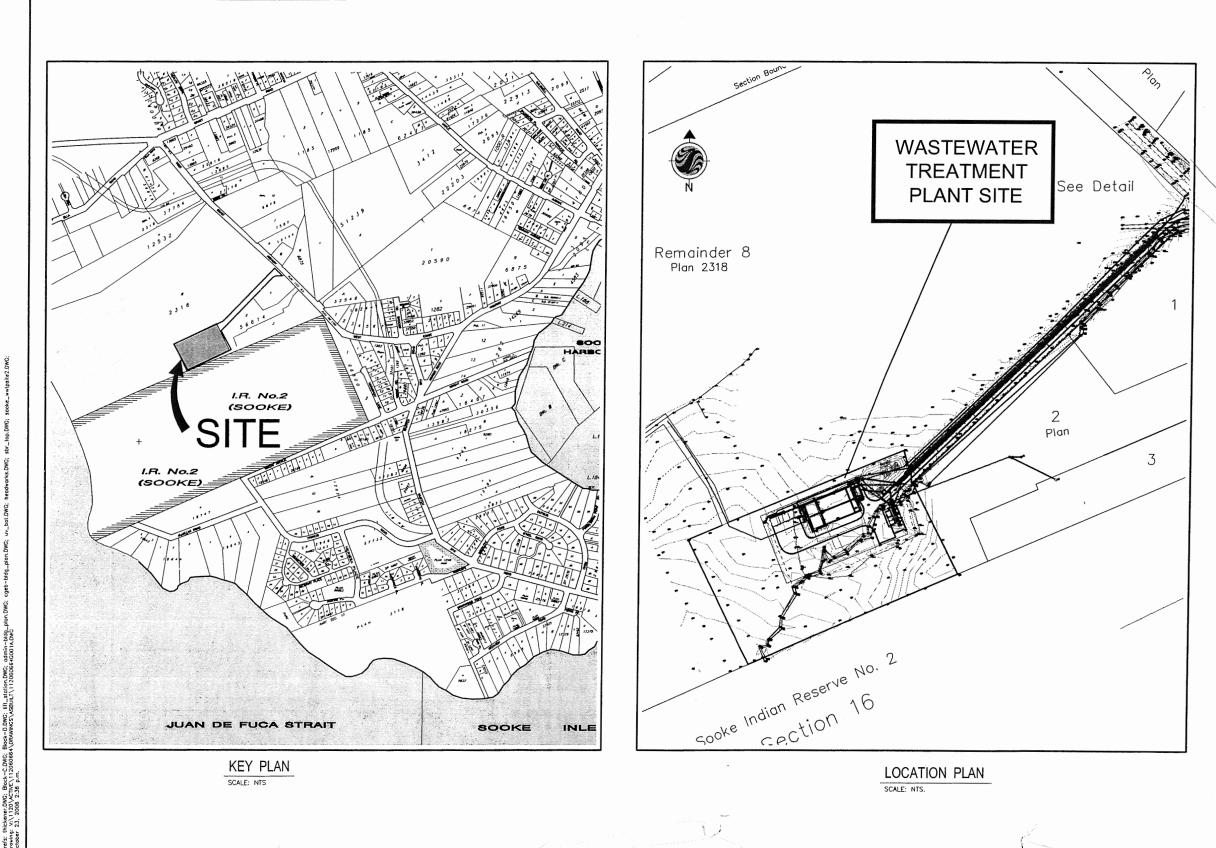
Signature:	
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Name:	
Title:	

**END OF SECTION** 



# DISTRICT OF SOOKE WASTEWATER TREATMENT PLANT





Lockerbie Stanley Inc. #1007, 7445 -132nd Street Surrey BC Canada V3W 1J8 Tel: (604) 597-0422 Fax: (604) 591-1856 email: surrey@stantec.com www.stantec.com

JOB No: 1120-60664 FEBRUARY 2005

# **DRAWING LIST**

P700 SITE LIFT STA. & EFFLUENT FLOW MH. - PLANS & SECTIONS

#### GENERAL

G001 TITLE SHEET & LOCATION / KEY PLANS G002 DRAWING LIST

### CIVIL

C001 SITE PLAN C002 SITE WORKS C003 MISCELLANEOUS DETAILS

### ARCHITECTURAL

A100 ADMIN. BLDG. - PLAN A101 ADMIN. BLDG. - SECTIONS A102 ADMIN. BLDG. - ELEVATIONS A103 ADMIN. BLDG. - DETAILS A104 DOOR SCHEDULES & MILLWORK A200 HEADWORKS BLDG. - PLANS, SECTION & DETAIL A201 HEADWORKS BLDG, - ELEVATIONS A600 GENSET/CENT/BLWR BLDG. - PLANS, ELEVS & DETAILS

#### STRUCTURAL

S001 GENERAL NOTES & DETAILS S002 TYPICAL DETAILS S100 ADMIN. BLDG. - FOUNDATION PLAN & SECTIONS S101 ADMIN, BLDG, - ROOF FRAMING PLAN & DETAILS S200 HEADWORKS BLDG. - PLANS & SECTIONS S201 HEADWORKS BLDG. - SECTIONS & DETAILS S300 SBR & DIGESTER TANKS - FOUNDATION PLAN & SECTION S301 SBR & DIGESTER TANKS - TOP PLAN & SECTIONS S302 SBR - SECTIONS & DETAILS S600 GENSET/CENTRIFUGE/BLWR BLDG. - PLANS, SECTIONS & DETAILS P301 SBR - SECTIONS

#### PROCESS

P001 PROCESS FLOW DIAGRAM P002 HYDRAULIC PROFILE P003 MISCELLANEOUS DETAILS P004 MISCELLANEOUS DETAILS P200 HEADWORKS - PLAN P201 HEADWORKS - SECTIONS P202 HEADWORKS - SECTIONS P203 HEADWORKS - PLAN & SECTION P300 SBR - PLAN P400 UV CHANNEL - PLANS & SECTIONS P500 DIGESTER - PLAN P501 DIGESTER - SECTIONS P600 GENSET/CENTRIFUGE/BLWR BLDG. - PLAN P601 GENSET/CENTRIFUGE/BLWR BLDG. - PLAN P602 GENSET/CENTRIFUGE/BLWR BLDG. - SECTIONS P603 GENSET/CENTRIFUGE/BLWR BLDG. - PLAN P604 GENSET/CENTRIFUGE/BLWR BLDG. - SECTION

- MECHANICAL
- M1 ADMIN. BLDG. HVAC PLAN M2 ADMIN. BLDG. - PLUMBING PLAN M3 ADMIN. BLDG. - DRAINAGE PLAN M4 ADMIN. BLDG. - SCHEDULES & DETAILS

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LEGEND 000 - GENERAL 500 - DIGESTER G - GENERAL P - PROCESS 100 - ADMINISTRATION BUILDING 600 - GENSET/CENTRIFUGE/BLOWER M - MECHANICAL C - CIVIL 200 - HEADWORKS BUILDING 700 - LIFT STATION A - ARCHITECTURAL E - ELECTRICAL 300 - SBR S - STRUCTURAL I - INSTRUMENTATION 400 - UV MICROFILMED PLAN OF RECORD 04.17.06 5 AH APPROVAL FOR CONSTRUCTION 02.18.05 RAF FOR TENDER 2 FOR APPROVAL 02.18.05 ISSUED TO LOCKERBIE STANLEY INC. PRELIMINARY EO RAF 10.19.04 RAF 1 NO. DATE BY APPROVED DESCRIPTION NO DESCRIPTION DATE APPROVED **District of Sooke** REVISIONS DRAWING STATUS



SEAL

Lockerbie Stanley Inc. Suite 1007, 7445-132 St. Surrey, BC V3W 178 Ph. (604) 597-0422 Fax (604) 591-1856 Email: surreyestantec.cog

DESIGNED BY	APPROVED BY
MC/GB	RAF
DRAWN BY	CHECKED BY
WAE	RAF
SCALE	
	NTS

#### ELECTRICAL E001 ELECTRICAL SITE PLAN E002 ELECTRICAL LEGEND & SCHEDULES E003 SINGLE LINE DIAGRAM E004 INSTRUMENTATION DETAILS

E005 INSTRUMENTATION DETAILS E006 - GENERAL ELEC E007 MOTOR STARTER SCHEMATICS E008 MOTOR STARTER SCHEMATICS E020 FIRE ALARM SYSTEM RISER DIAGRAM E022 TELEPHONE SYSTEM BLOCK DIAGRAM E100 ADMIN. BLDG. - ELECTRICAL PLAN E200 HEADWORKS BLDG, - ELECTRICAL PLAN E201 HEADWORKS BLDG. - ELECTRICAL SECTION E202 HEADWORKS BLDG. - BASEMENT ELECTRICAL PLAN E300 SBR - ELECTRICAL PLAN E301 DIGESTER - ELECTRICAL PLAN E302 SBR - ELECTRICAL SECTIONS E600 GENSET/CENTRIFUGE/BLWR BLDG. - ELECTRICAL PLAN E601 GENSET/CENTRIFUGE/BLWR BLDG. - ELECTRICAL PLAN E602 GENSET/CENTRIFUGE/BLWR BLDG. - ELECTRICAL SECTIONS E603 GENSET/CENTRIFUGE/BLWR BLDG. - ELECTRICAL SECTIONS E604 GENSET/CENTRIFUGE/BLWR BLDG. - ELECTRICAL SECTION E700 SITE LIFT STATION & EFFLUENT FLOW METER MH - ELECTRICAL PLANS & SECTIONS

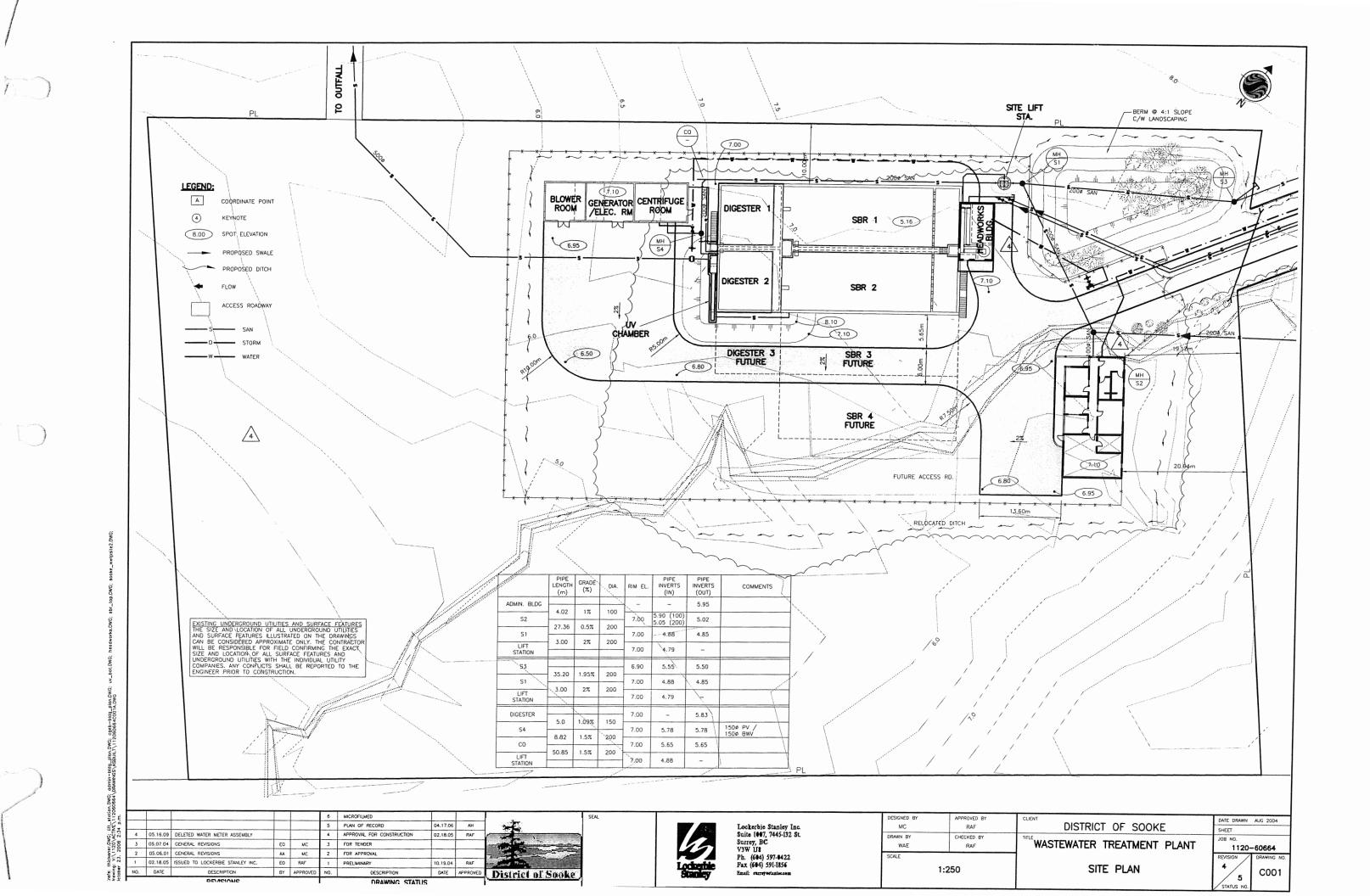
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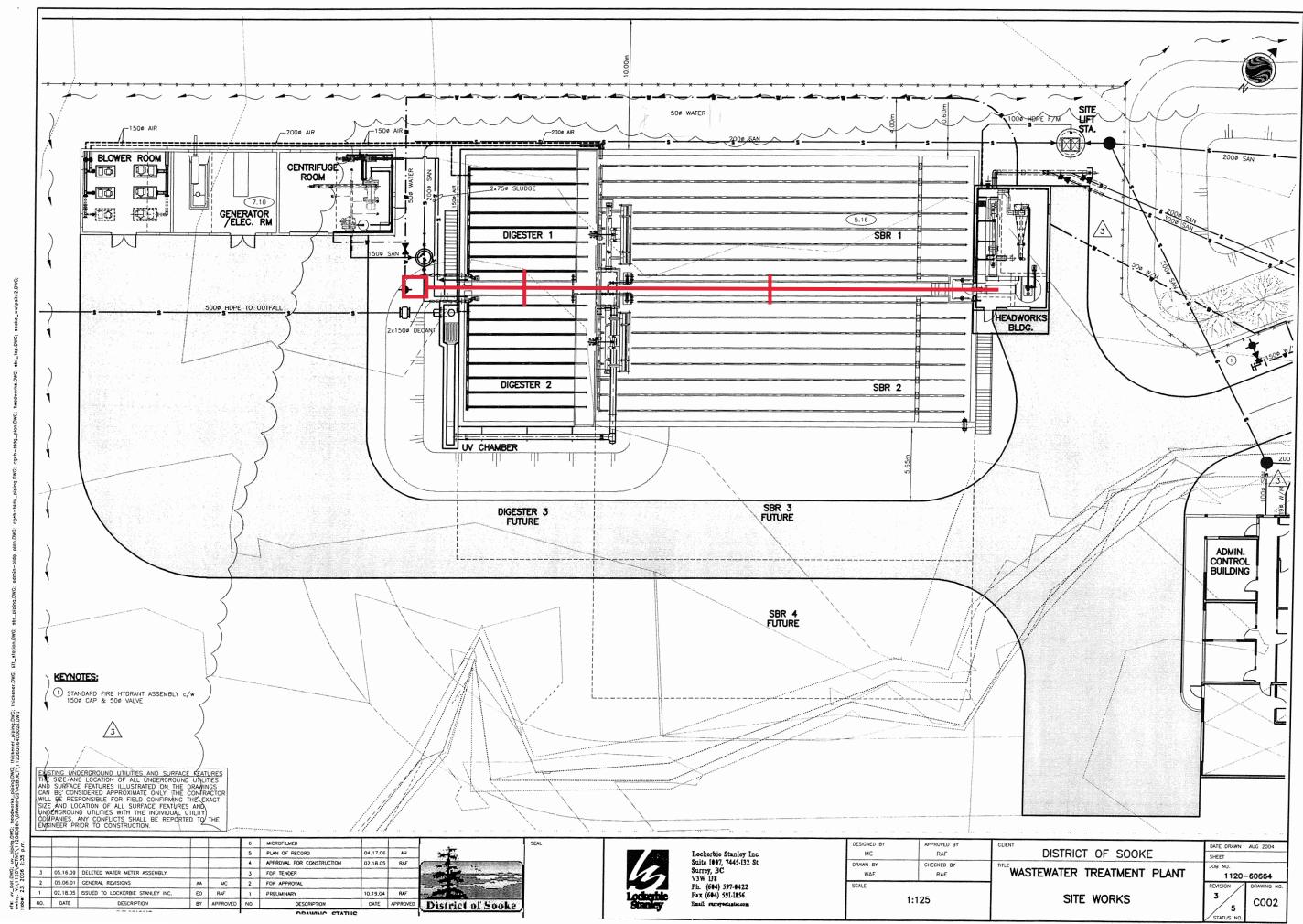
- 1001 PROCESS & INSTRUMENTATION LEGEND
- 1002 PROCESS & INSTRUMENTATION DIAGRAM
- 1003 PROCESS & INSTRUMENTATION DIAGRAM
- 1004 PROCESS & INSTRUMENTATION DIAGRAM 1005 PROCESS & INSTRUMENTATION DIAGRAM
- 1006 INSTRUMENTATION / CONTROL SYSTEM
- 1500 ACP-500 TERMINAL STRIP WIRING DETAILS
- 1501 SURGE PROTECTION AND PLC GROUNDING DETAILS
- 1503 ACP-500 CONTROL PANEL
- 1505 ACP-500 PLC I/O SLOTS 1 4
- 1506 ACP-500 PLC I/O SLOTS 5 8
- 1507 ACP-500 PLC I/O SLOTS 9 12 1508 ACP-500 PLC I/O SLOTS 13 - 16
- 1509 ACP-500 PLC I/O SLOTS 17 25

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DISTRICT OF SOOKE	SHEET	
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WASTEWATER TREATMENT PLANT	1120-	-60664
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DRAWING LIST	1	G002
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DRAWING NO

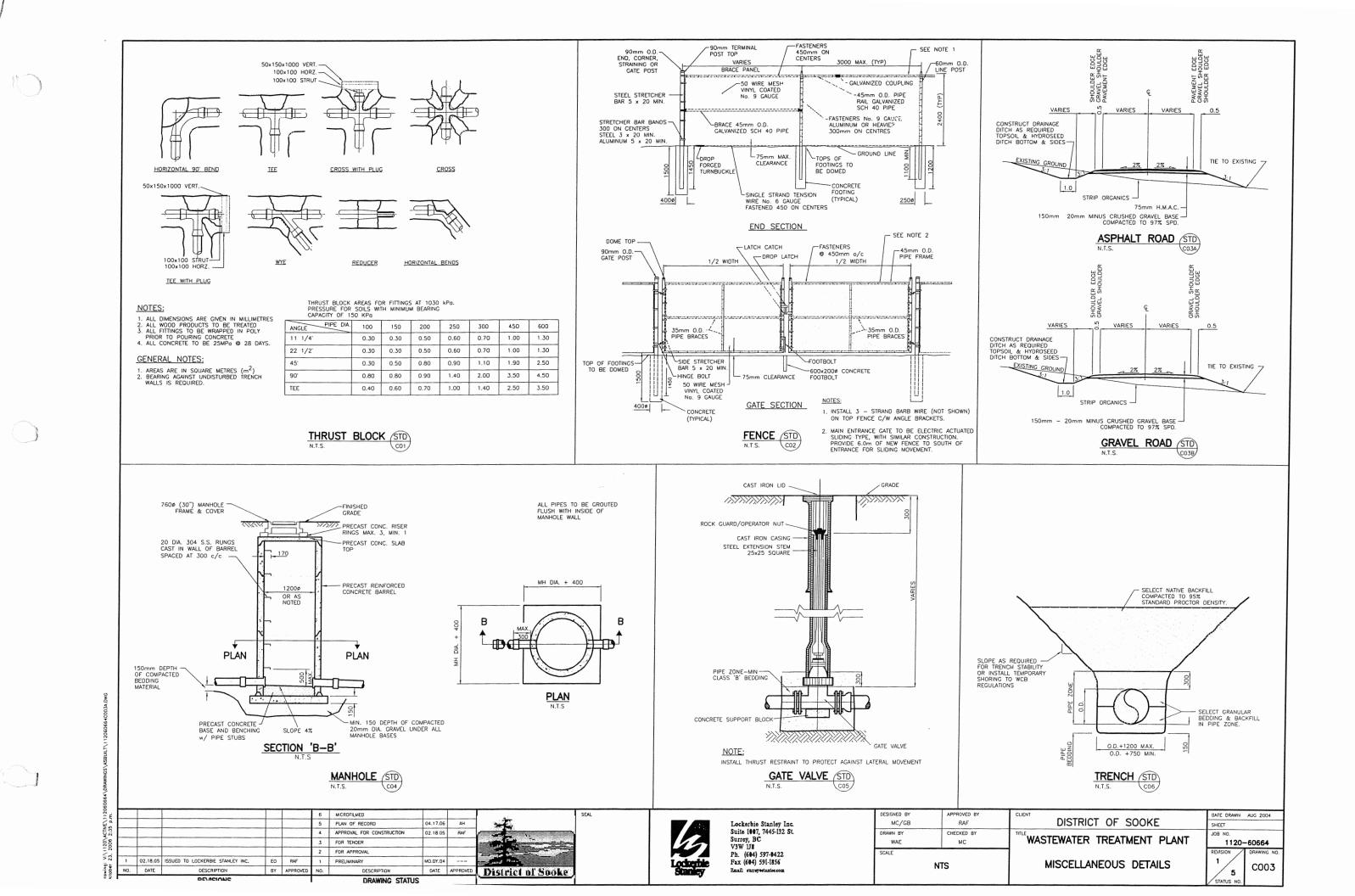
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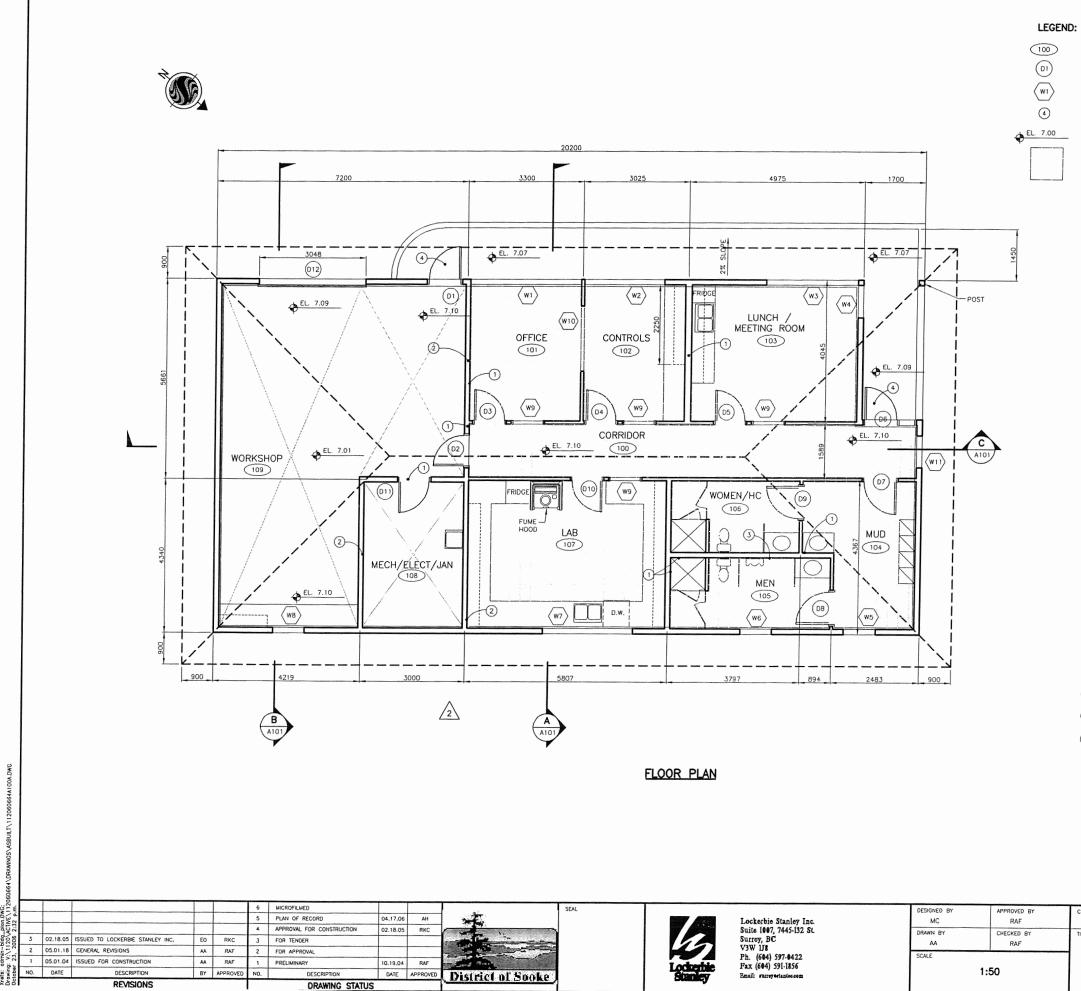




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KEYNOTE

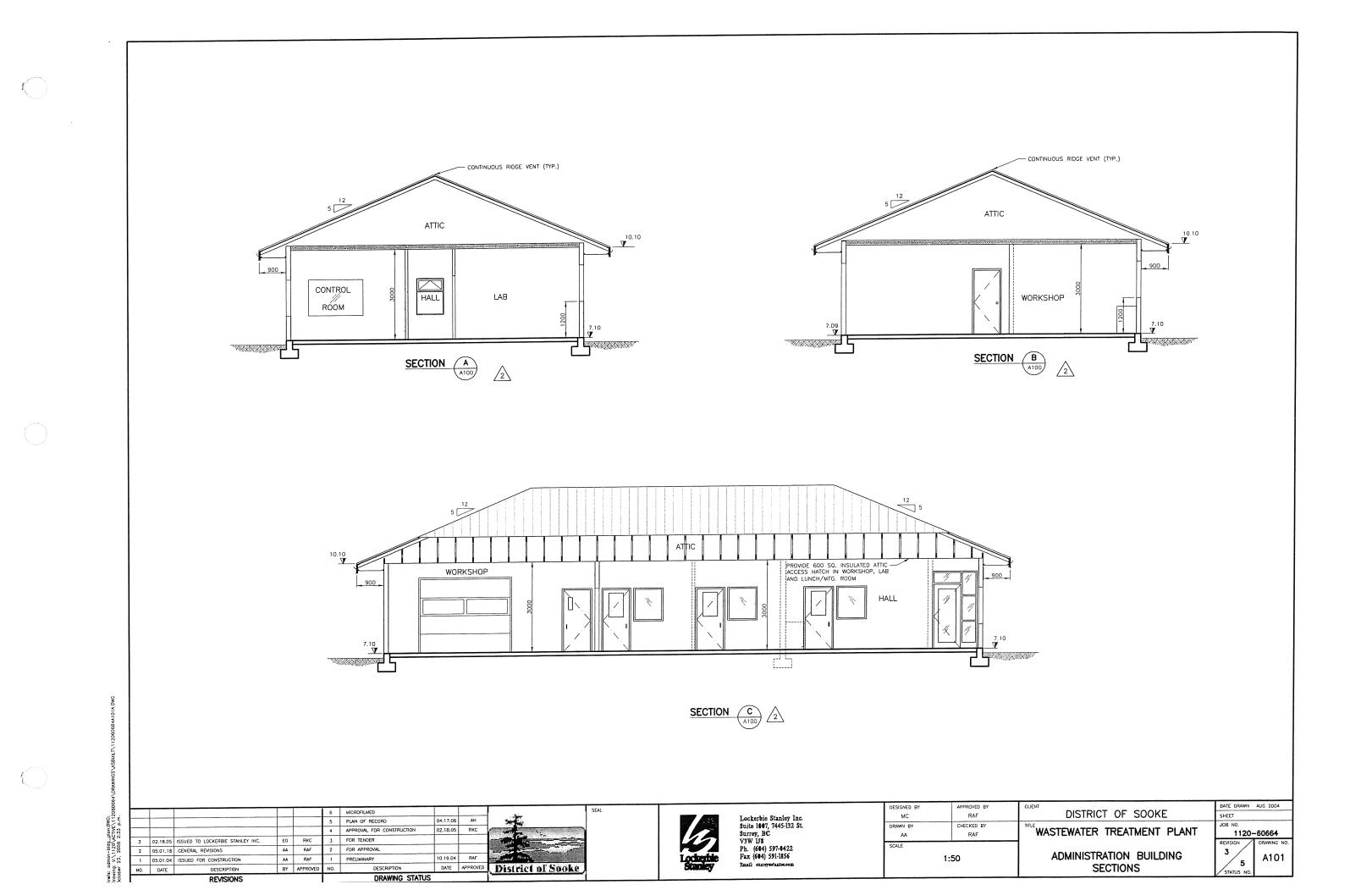
FINISH FLOOR ELEV.

-STEEL TROWEL CONCRETE SLAB FOR EXPOSED FINISH. -CONCRETE DYE: WATER BASED FORMULATION OF TRANSPARENT PIGMENT USED TO COLOR SET CONCRETE. APPLY TO CONCRETE MIX. SOERU DYE BY COLORMAKER FLOORS LTD., OR APPROVED ALTERNATIVE. -THREE COAT SEALER APPLICATION: ACRYLC FIRST COAT; BY SAME MANUFACTURER, WAX FINISHING COAT; DECO FLOOR-FINISH BY COLORMAKER FLOORS LTD., OR APPROVED ALTERNATIVE.

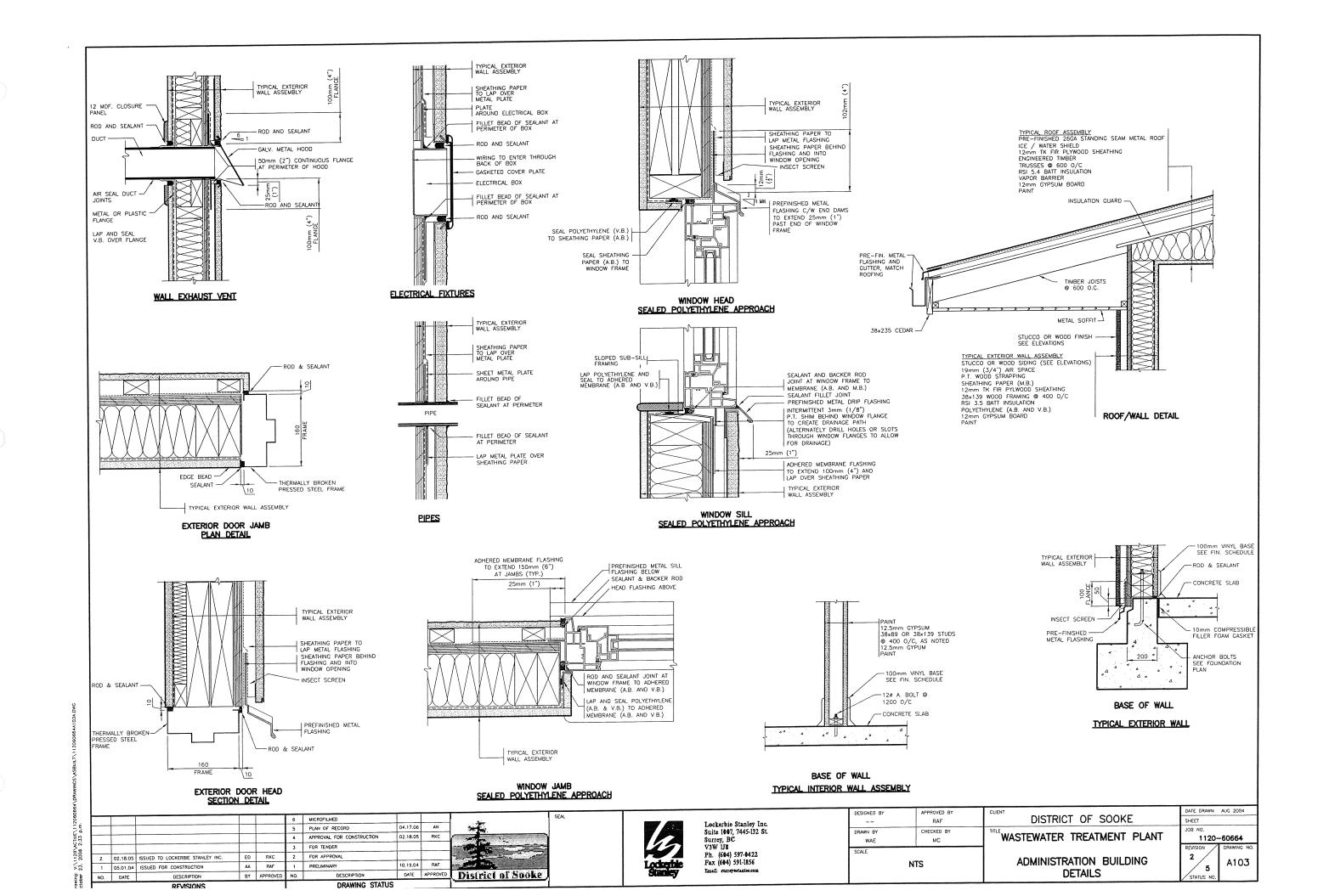
#### KEYNOTES:

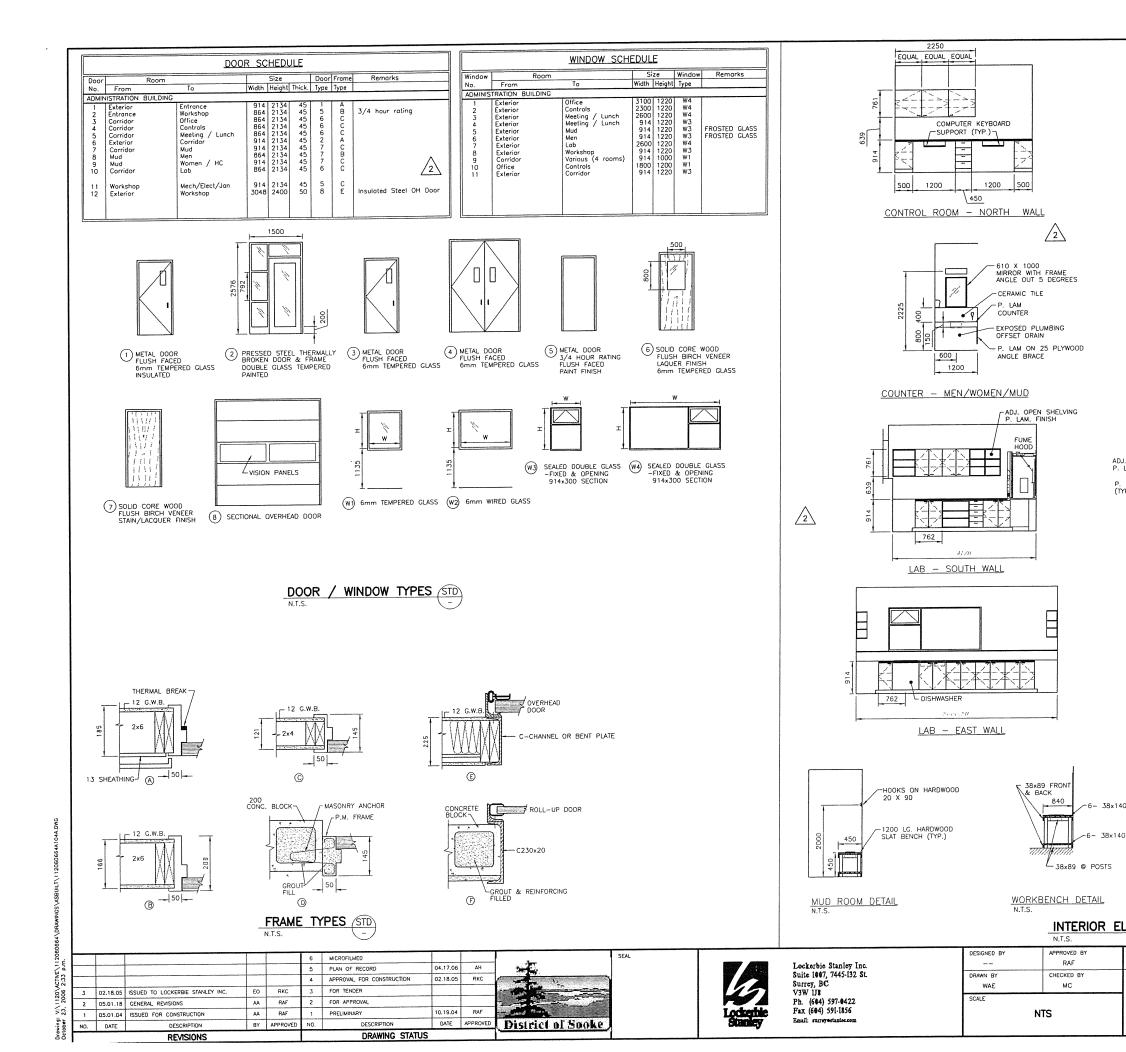
- 38 x 139 INTERIOR WALL. ALL OTHER INTERIOR WALLS 38 x 89.
- (2) INSULATE INTERIOR WALL @ GARAGE, RSI 3.5 BATT INSULATION
- (3) INSTALL CERAMIC TILE @ URINAL STALL/LAVATORY, 1200 HIGH.
- (4) INSTALL 1000 WIDE x 600 RECESSED ALUM. MUD GRATE C/W FRAME © ENTRANCE DOORS.

	DATE DRAWN AUG 2004
DISTRICT OF SOOKE	SHEET
WASTEWATER TREATMENT PLANT	JOB NO.
WASTEWATER TREATMENT PLANT	1120-60664
	REVISION DRAWING NO
ADMINISTRATION BUILDING	<sup>3</sup> A100
PLAN	5
. 941	STATUS NO.

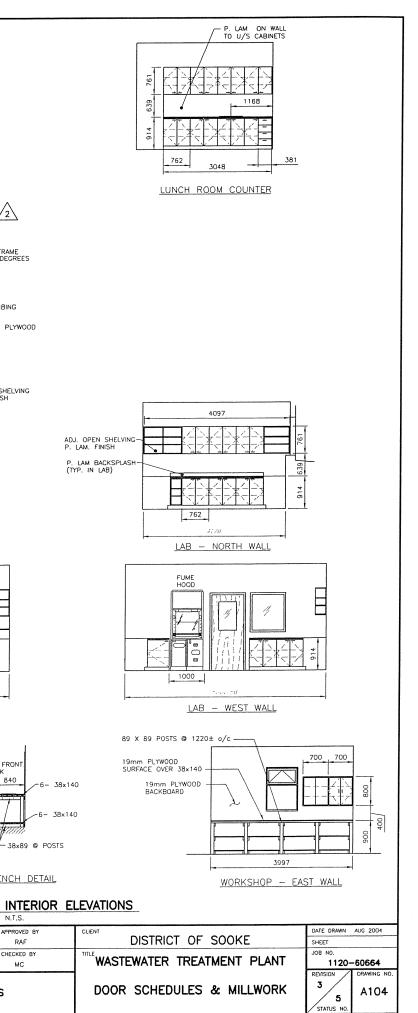


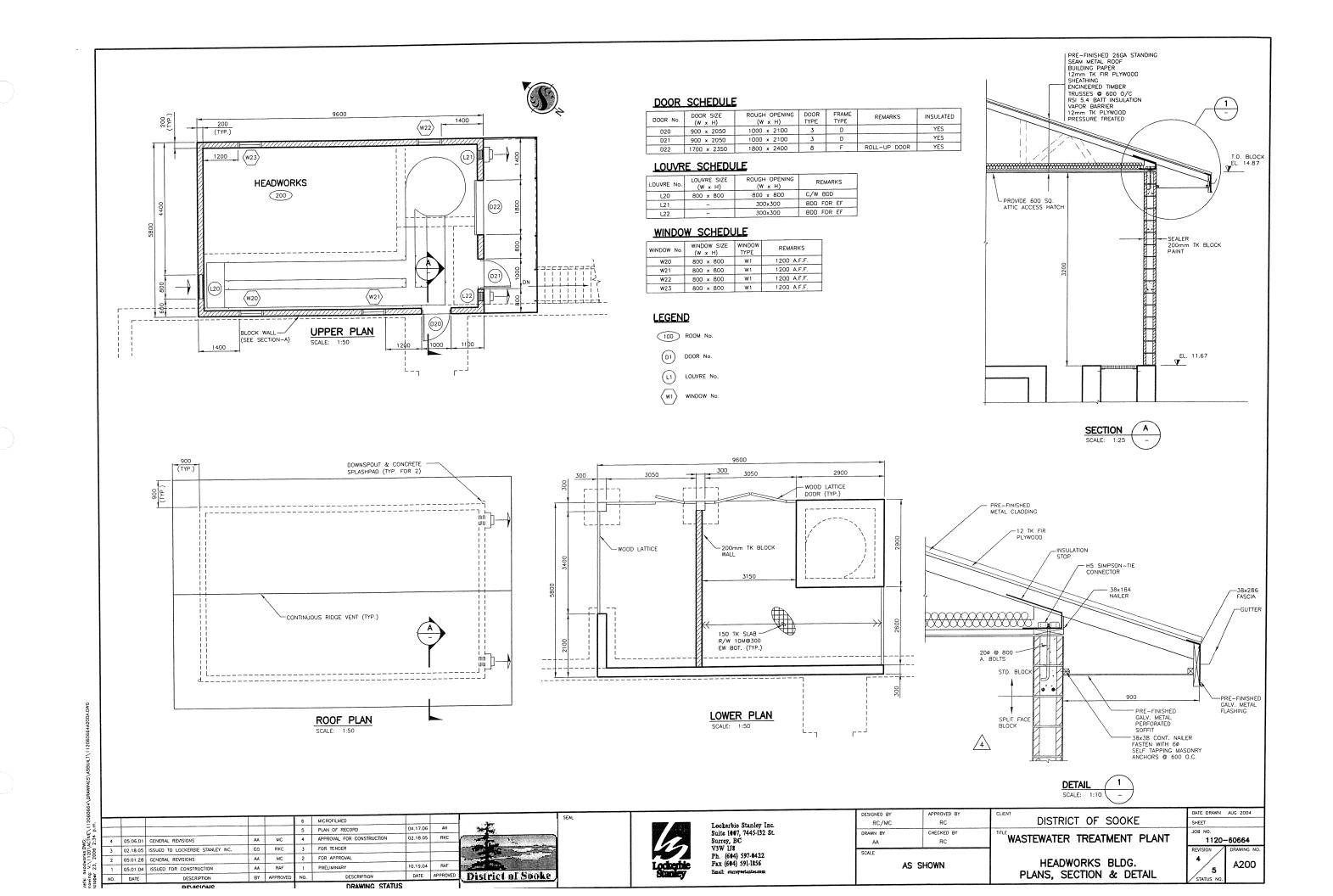


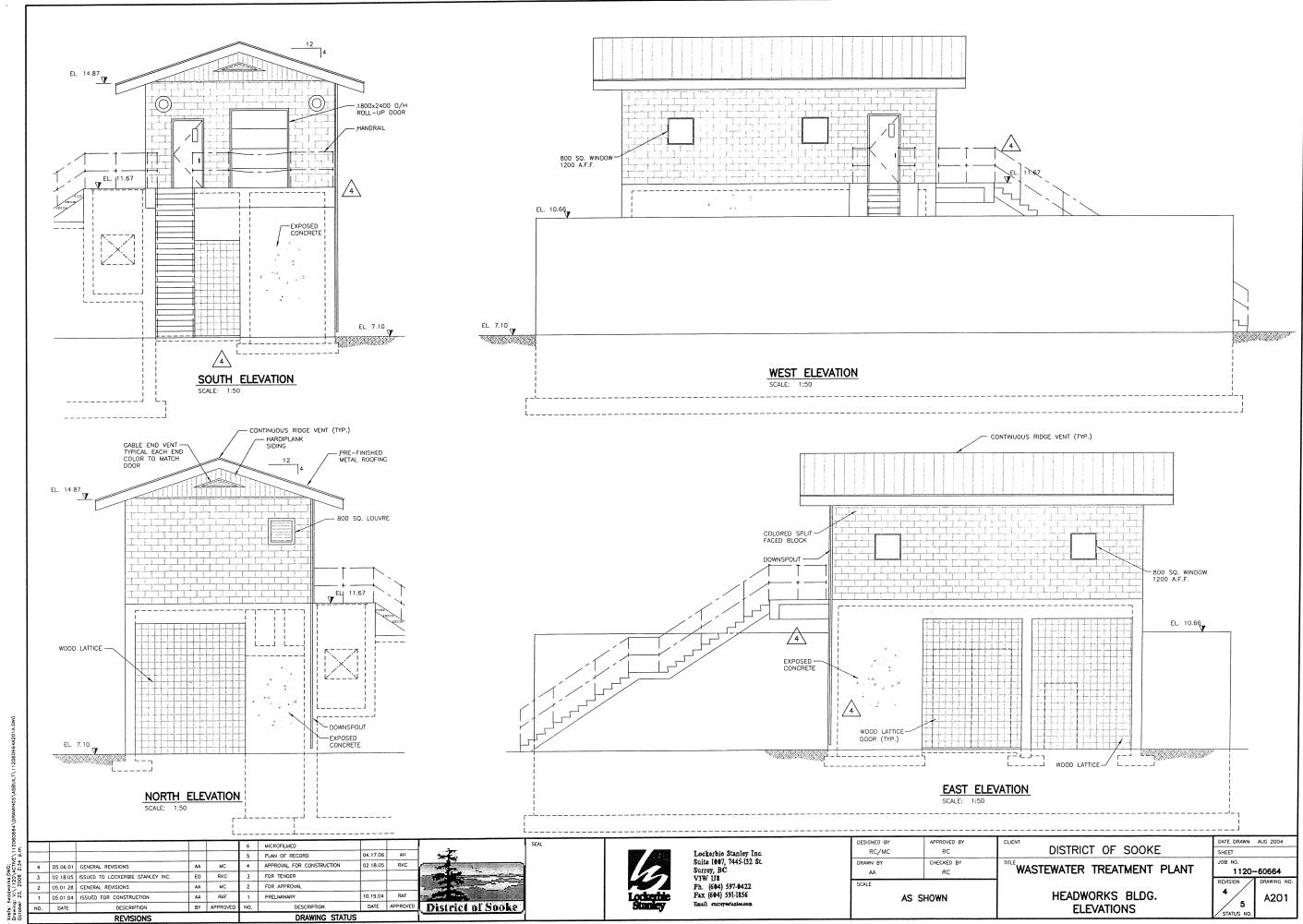


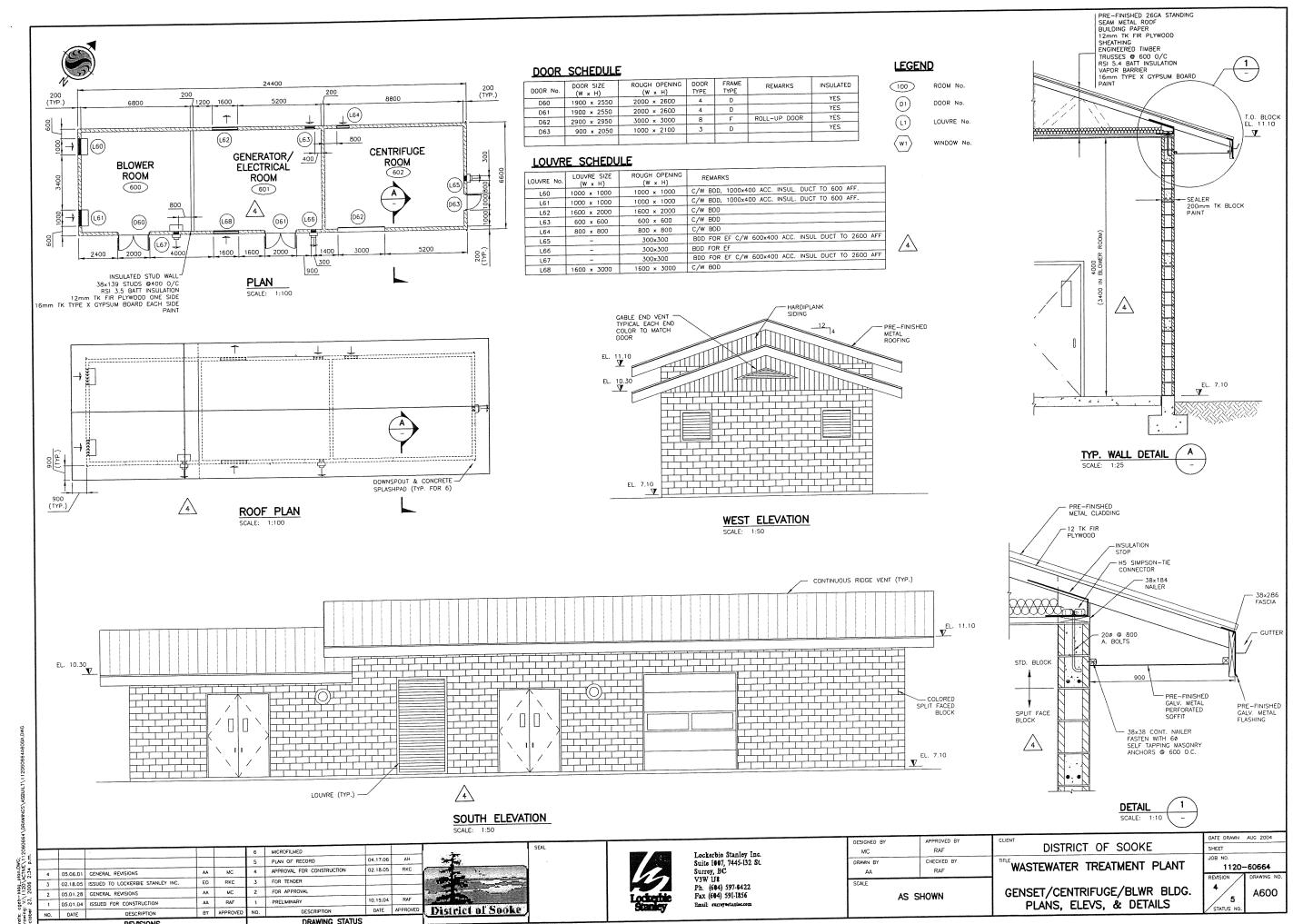


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#### 1. DESIGN LOADS:

SPECIFIED DESIGN LOADS (SUPERIMPOSED LOADS)

WIND	SEISMIC
q <sub>10</sub> = 0.48 KPa	Za = 6.0 Zv = 5.0
q_ = 0.58 KPa	V = 0.30 F = 1.0
q <sub>100</sub> = 0.70 KPo	1 = 1.5
BUILDING	
D.L. = STRUCTURA	L OWN WEIGHT

ROOF

```
D.L. = 1.20 KPa
SNOW LOADS PLUS DRIFT AS PER BCBC 98
S, = 1.0 KPa
S, = 0.2 KPa
```

FLOOR

L.L. = 4.8 KPo

#### 2. FOUNDATION:

FOOTING DESIGN IS BASED ON ALLOWABLE BEARING CAPACITY OF 200 KP0 FOR SBR TANKS AND 150 KP0 FOR BUILDINGS. IN UNDISTURBED NATIVE SAND & GRAVEL, SOIL CONDITIONS TO BE CONFIRMED ON SITE BY SOIL ENGINEER PRIOR TO CONCRETING.

2. SEE SOIL REPORT 504-0059 PREPARED BY LEVELTON CONSULTING LTD.

#### 3. MATERIALS:

2.1 STRUCTURAL AND MISCELLANEOUS STEEL:

STANDARD STRUCTURAL SECTIONS: TO CSA G40.21M GRADE 350W HOLLOW STRUCTURAL SECTIONS: TO CSA G40.21M GRADE 350W CLASS C ALL MISCELLANEOUS STEEL ITEMS TO BE HOT DIP GALVANIZED. MISCELLANEOUS STEEL TO BE CSA G40.21 GRADE 300.

2.2 CONCRETE:

PROVIDE CONCRETE AND PERFORM WORK TO CSA CAN3-A23.1. THE CONTRACTOR SHALL HAVE A COPY OF THIS STANDARD ON SITE AT ALL TIMES.

2. TEST CONCRETE IN ACCORDANCE WITH CSA CAN3-A23.2.

#### 3. CONCRETE REQUIREMENTS:

TYPE	LOCATION	28 DAY STRENGTH (MPA)	CEMENT TYPE	AGGREG. MAX. (mm)	SLUMP (mm) (RANGE)	TOTAL AIR % (RANGE)	MAX. WATER / CEMENT RATIO	EXPOSURE CLASS
1)	WATER RETAINING STRUCTURES	30	10 25% FLY ASH	20	60 TO 100	4 TO 7	0.50	F1
2)	STRUCT. WALLS, SLABS, BEAMS & COLUMNS	30	10	20	60 TO 100	-	0.55	F2
3)	GRADE SUPPORTED SLABS	25	10	20	60 TO 100	-	0.55	N
	SIDEWALKS, LANDING PADS	32	50	20	60 TO 100	5 TO 8	0.45	C2
	UNDERSLAB DUCT ENCLOSURE/FII CONCRETE	10 LL	10	20	60 TO 100	-	0.55	N
	MISC. CONCRETE	20	10	20	60 TO 100	-	0.55	N
	MASONRY FILL	20	10	10	160 TO 200	-	-	N

4. ALL EXPOSED EDGES TO HAVE 20mm CHAMFER UNO

#### 2.3 REINFORCEMENT:

2 02.18.05 ISSUED TO LOCKERBIE STANLEY INC.

DESCRIPTION

DEVICIONS

1 05.01.04 ISSUED FOR CONSTRUCTION

NO. DATE

1120

γ.

brawing:

REINFORCEMENT TO CSA G30.18 GRADE 400. MINIMUM CLEAR COVER FOR CAST IN PLACE CONCRETE REINFORCEMENT TO BE 50mm UNLESS SPECIFICALLY NOTED OTHERWISE. UNFORMED SURFACES AGAINST GRADE TO BE 75mm. ALL HOOKS SHOWN ON DRAWINGS TO BE STANDARD HOOKS CONFORMED TO CAN/CSA A23.3. UNLESS NOTED OTHERWISE, PROVIDE FOLLOWING MINIMUM LAP LENGTHS:

EO RKC

AA RAF

BY APPROVED

MICROFILMED

3 FOR TENDER

Z FOR APPROVAL

1 PRELIMINARY

NO

PLAN OF RECORD

APPROVAL FOR CONSTRUCTION

DESCRIPTION

DRAWING STATUS

04.17.06

02.18.05

10.19.04

RKC

RAF

DATE APPROVED

¢.

Frank Street

District of Sooke

	SPLICE LENGTH TOP HORIZ. BARS	
BAR SIZE	(> THAN 300mm CONC. UNDER BAR)	OTHER BARS

10M	595mm	455mm
15M	890mm	685mm
20M	1185mm	910mm
25M	2315mm	1780mm
30M	2780mm	2135mm

#### 2.4 TIMBER:

TIMBER CONSTRUCTION SHALL CONFORM TO CSA 086-M AND PART 9 OF BCBC 1998. WOOD FRAMING MATERIAL TO CSA 0141.

ROOF AND WALL SHEATHING TO BE TO BE DOUGLAS FIR PLYWOOD SHEATHING GRADE. USE H-CLIPS AS REQUIRED.

WOOD FRAMING MATERIAL ( UNLESS OTHERWISE SPECIFIED ): RAFTERS AND BEAMS: SPF #1/2 KILN DRIED TRUSSES:

AS REQUIRED BY DESIGN/ MINIMUM S-P-F NO. 1/ NO. 2 (S-DRY)

### 2.5 MASONRY

KILN DRIED

CONSTRUCT MASONRY AS PER CSA-A371 MASONRY UNITS TO BE CSA A165.1 TYPE H/15/A/M. TYPICAL MINIMUM REINFORCEMENT (U/NOTED ON DRAWINGS)

WALL THK.	REINFORCEMENT (U.N.O.)
200mm 100 TYP.	1-15M ⊕ 800 VERT. (SEE DETAIL) LADDER REINF. ⊕ 400 BOND BEAM R/W 2-15M PROVIDE 2-15M VERT. FULL HEIGHT AT: - ENDS OF WALLS - CORNERS AND AT INTERSECTIONS - EACH SIDE OF OPNGS. (FULL HEIGHT)

PROVIDE 200 DP. BOND BEAMS AT THE TOP OF EVERY MASONRY WALL, IN THE COURSE IMMEDIATELY BELOW THE ROOF AND FLOOR LEVELS, AT THE TOP OF EVERY PARAPET WALL, AND AT 1200mm O.C, U.N.O. ALL BOND BEAM REINFORCING TO BE CONTINUOUS AROUND CORNER AND LAPPED BOO MIN.

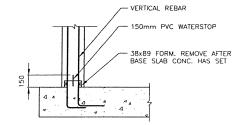
STANDARD LADDER TYPE JOINT REINFORCEMENT (3.77mm DIA.) TO BE LAPPED MINIMUM 200mm.

PROVIDE LINTELS ABOVE & BELOW OTHER OPENINGS AS FOLLOWS U.N.O. OPENING DEPTH REINF

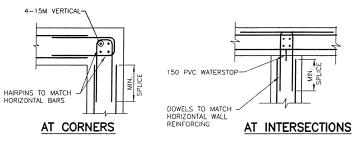
≼1200mm	200	2-15M	
≼3000mm	400	2-20M	

≤1200mm	200	2-15M
≼3000mm	400	2-20M

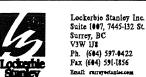




### WALL BASE CONSTRUCTION JOINT



TYP. HORIZ. WALL REINFORCING



ADD 1/2 BARS CUT OFF THROUGH OPENING TO EACH SIDE OF OPENING EXTEND MIN. 2X HOLE DIAMETER OR ANCHORAGE LENGTH EACH SIDE OF CUT OFF BARS AT OPENING OPENING REINFORCEMENT OF OPENINGS AT WALLS & SLABS UNLESS NOTED OTHERWISE

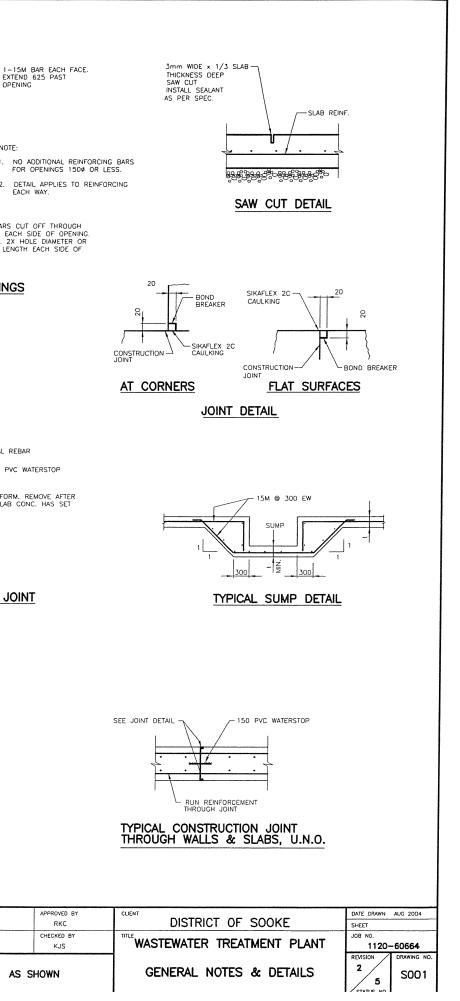
OPENING DUND, SQUARI

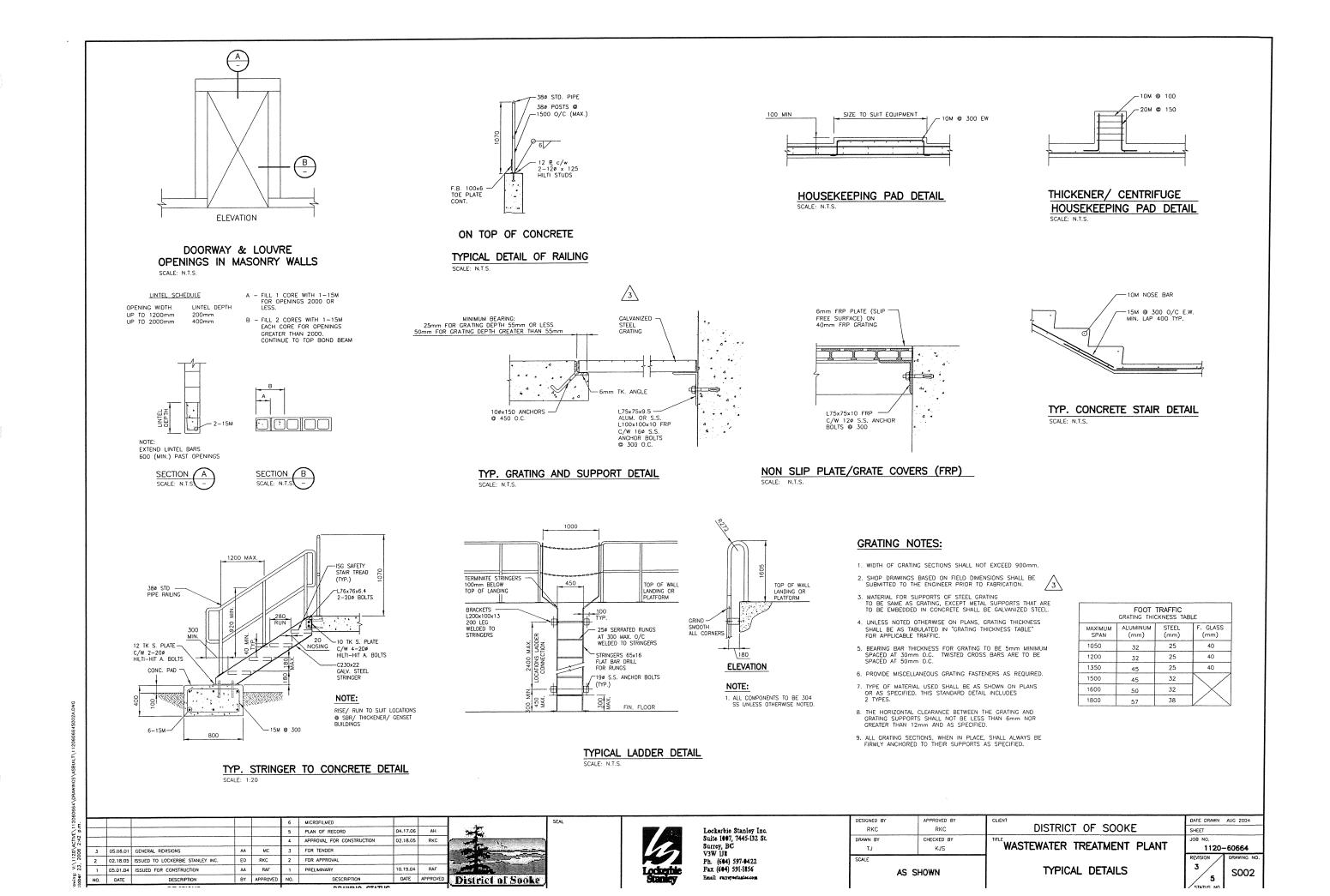
OR RECT.

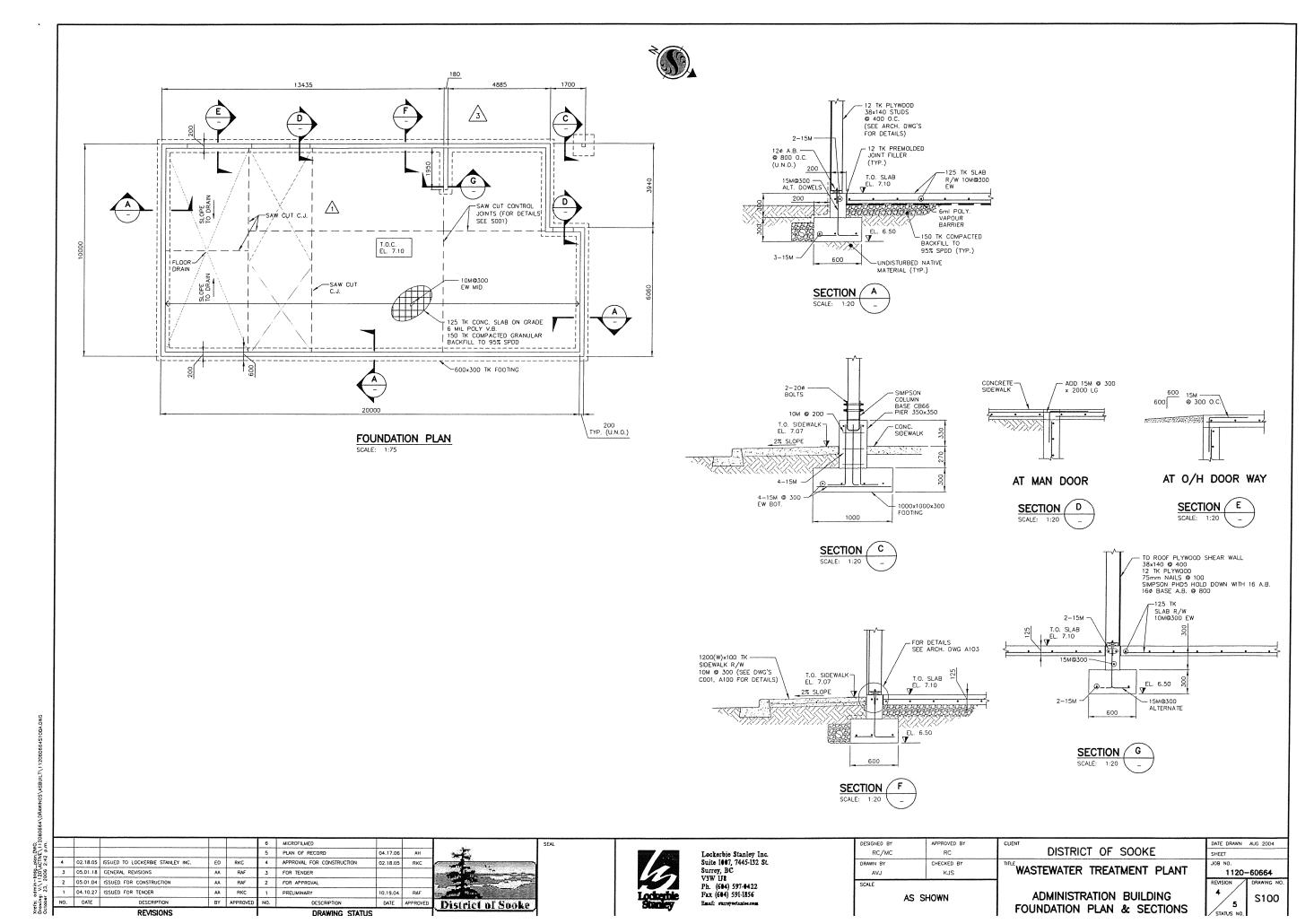
- 1–15M BAR EACH FACE. EXTEND 625 PAST OPENING

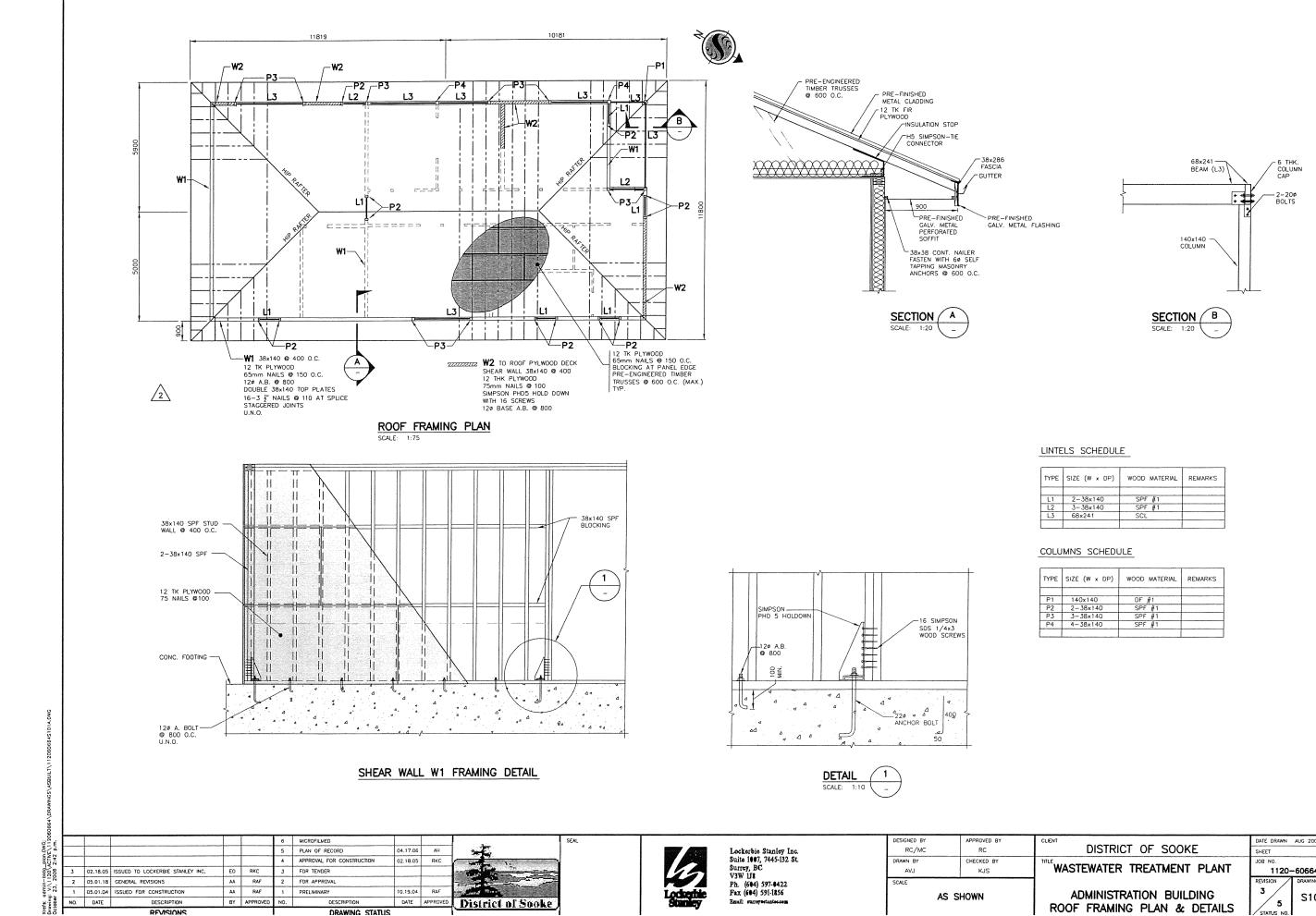
NOTE:

ESIGNED B PPROVED B RKC RKC RAWN BY CHECKED BY ΤJ KJS SCALE









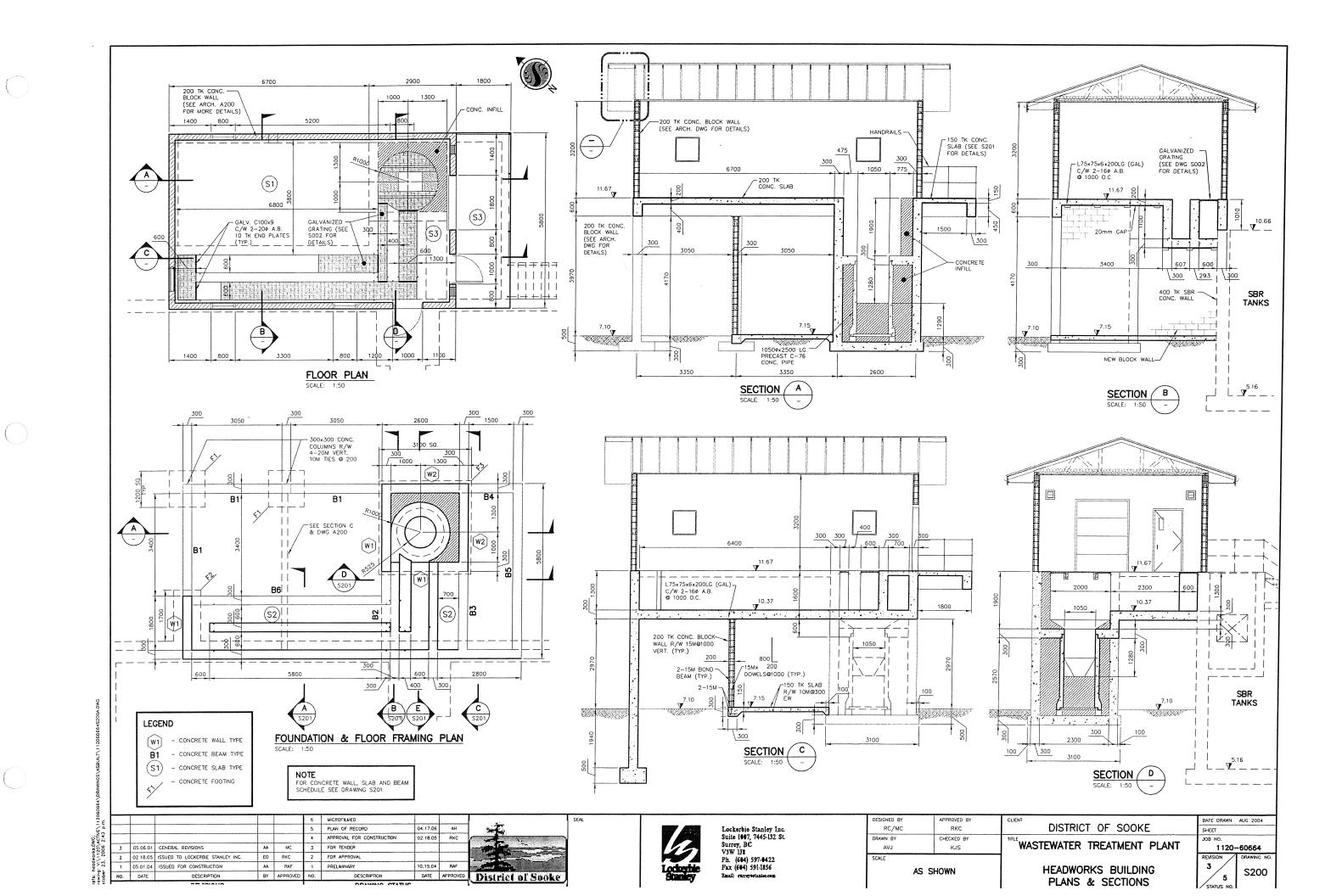
REVISIONS

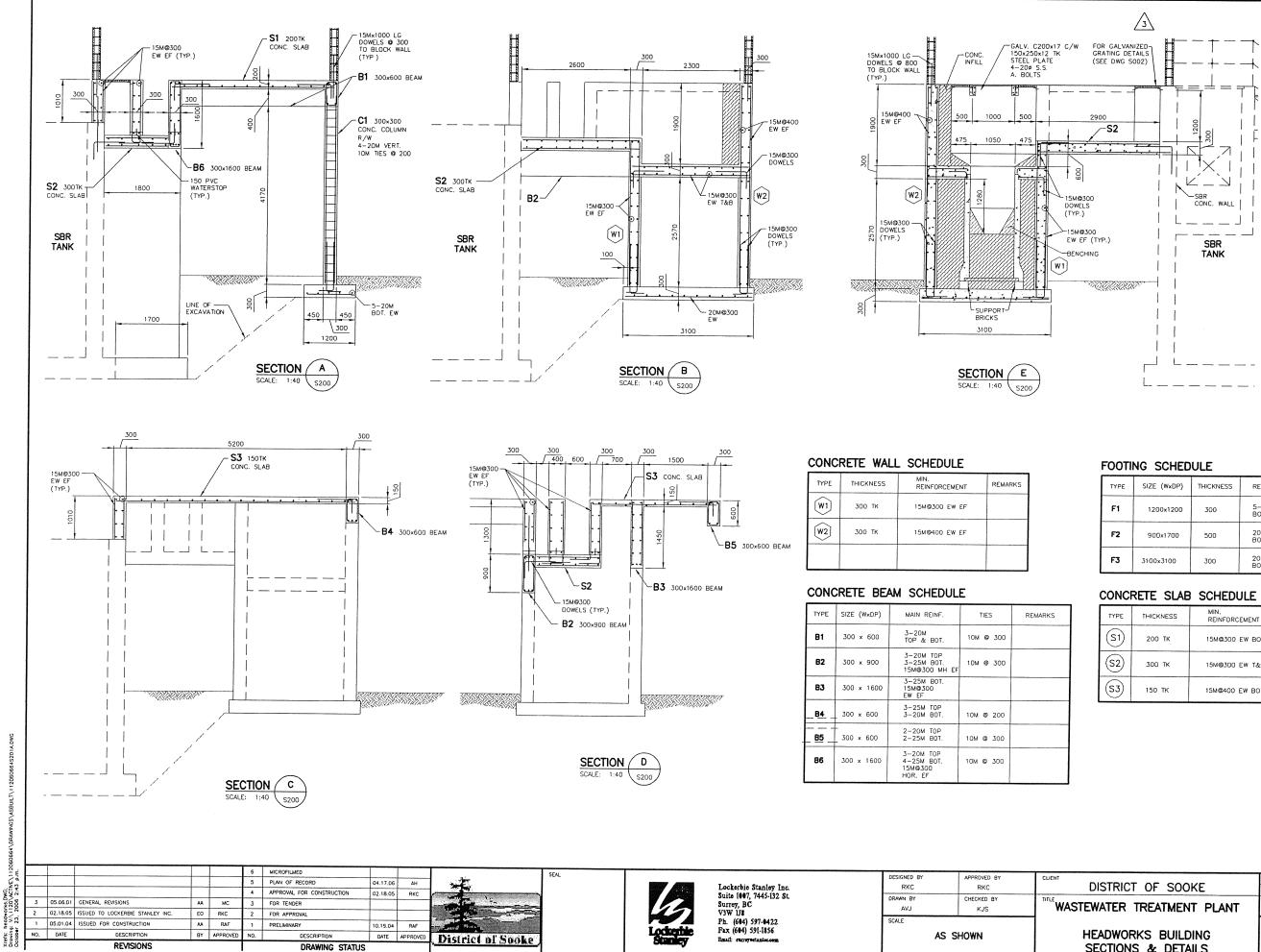
DRAWING STATUS

TYPE	SIZE (W × DP)	WOOD MATERIAL	REMARKS
L1	2-38x140	SPF #1	
L2	3-38×140	SPF #1	
L3	68×241	SCL	

SIZE (W × DP)	WOOD MATERIAL	REMARKS
140x140	DF #1	
2-38x140	SPF #1	
3-38×140	SPF #1	
4-38×140	SPF #1	
	140x140 2-38x140 3-38x140	140x140 DF #1 2-38x140 SPF #1 3-38x140 SPF #1

	CLIENT	DATE DRAWN AUG 2004
	DISTRICT OF SOOKE	SHEET
	WASTEWATER TREATMENT PLANT	JOB NO.
-	WASTEWATER TREATMENT PLANT	1120-60664
		REVISION DRAWING NO
	ADMINISTRATION BUILDING	<sup>3</sup> \$101
	ADMINISTRATION BUILDING ROOF FRAMING PLAN & DETAILS	3



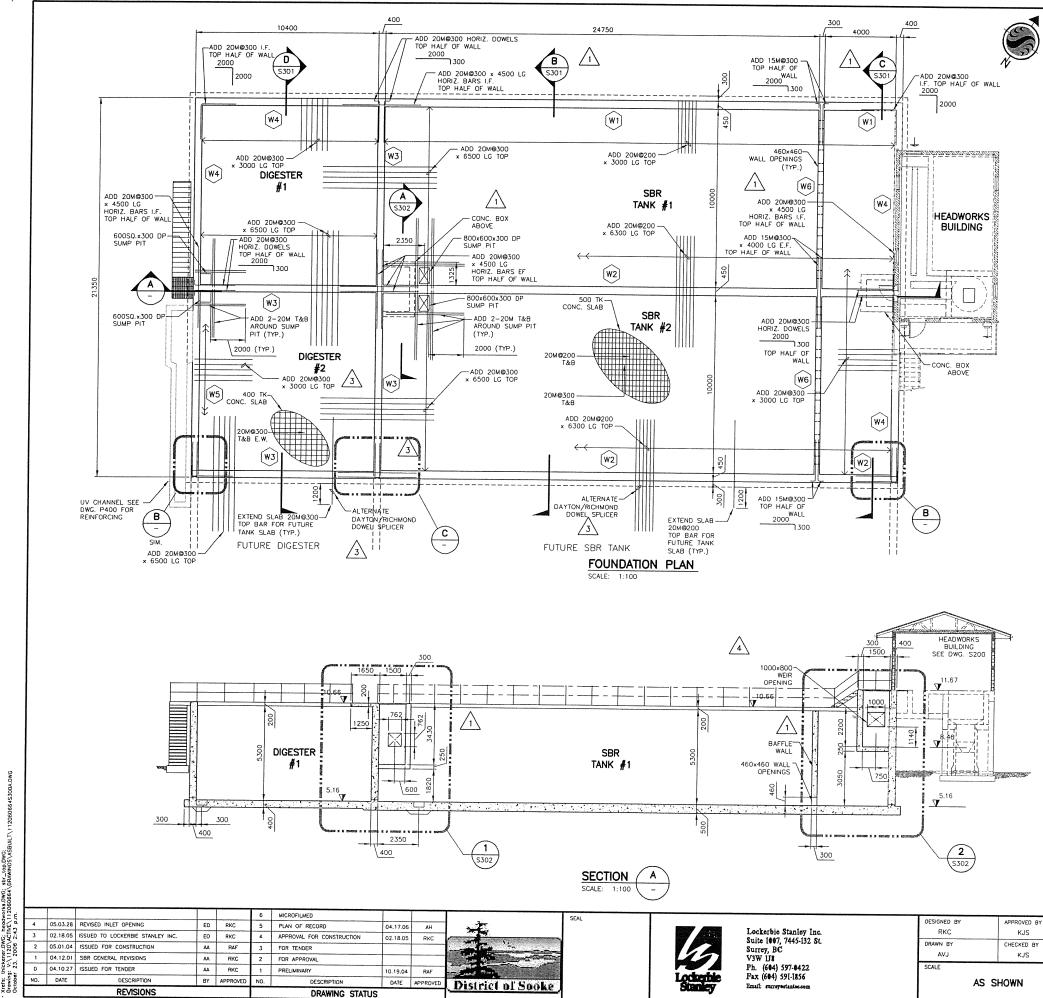


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TYPE	SIZE (WxDP)	THICKNESS	REBARS	REMARKS
F1	1200x1200	300	5—20М ВОТ. Е <b>W</b>	
F2	900x1700	500	20м©300 Вот. ЕW	
F3	3100×3100	300	20M@300 BOT. EW	

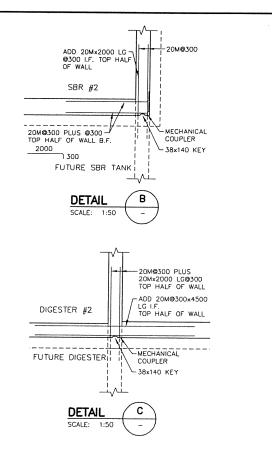
00110						
TYPE	THICKNESS	MIN. REINFORCEMENT	REMARKS			
(S1)	200 TK	15M@300 EW BOT.				
(S2)	300 TK	15M@300 EW T&B				
(\$3)	150 TK	15M@400 EW BOT.				

	DATE DRAWN	AUG 2004
DISTRICT OF SOOKE	SHEET	
WASTEWATER TREATMENT PLANT	JOB NO.	
WASTEWATER TREATMENT PLANT	1120-	-60664
	REVISION	DRAWING NO.
HEADWORKS BUILDING	3	S201
SECTIONS & DETAILS	5	5201
	STATUS NO.	



G: headworks.DWG; sbr\_top.DWG; ACTIVE\112060664\DRAWINGS\ASBUILT\11

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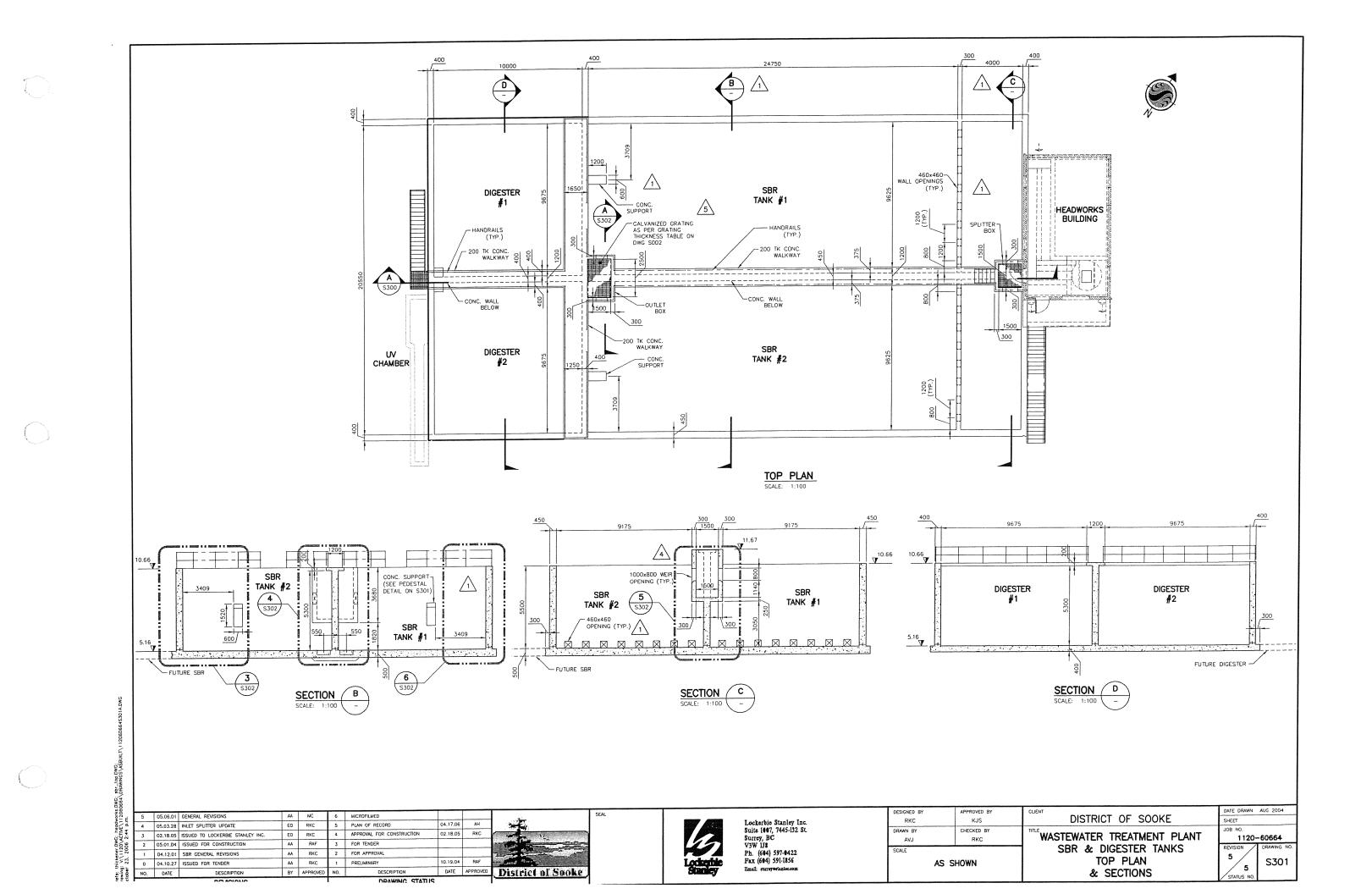
### CONCRETE WALL SCHEDULE

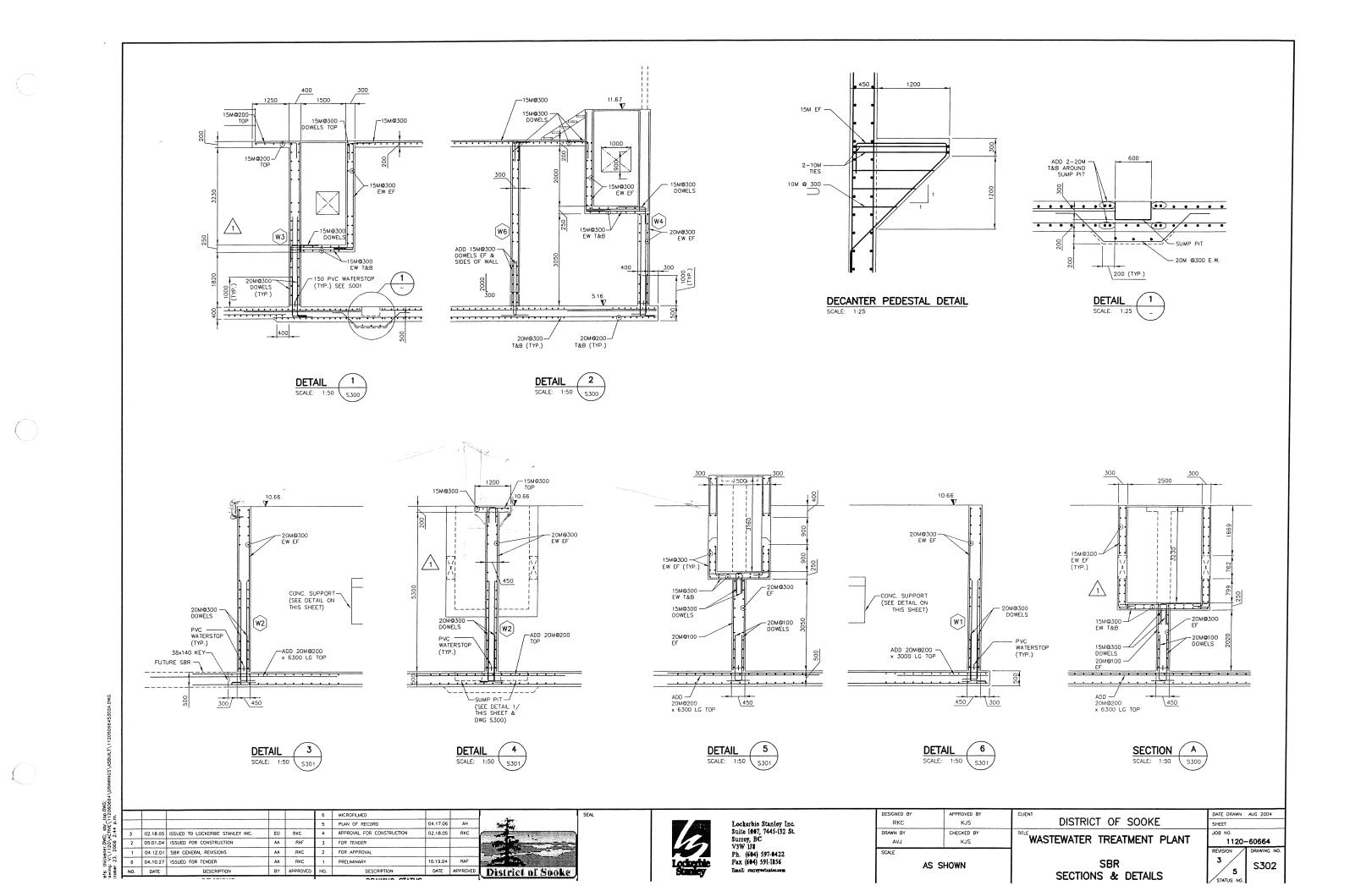
		OUTSIDE	OUTSIDE FACE (0.F.)		FACE (I.F.)
TYPE	THICKNESS	VERT.	HORIZ.	VERT.	HORIZ.
W1	450 TK	20M@300	20M@300	20M@300 PLUS 20M 	20M@300
W2	450 TK	20M@300 PLUS 20M 3000 3000 300 BARS @ 75	20M@300	20M@300 PLUS 20M 3000 0 100 BARS @ 75 O.C.	20M@300
W3	400 TK	20M@300 PLUS 20M <u>3000</u> 300 @ 300 BARS @ 150	20M@300	20M@300 PLUS 20M <u>3000</u> 300 @ 300 BARS @ 150	20M@300
W4	400 TK	20M@300	20M@300	20M@300 PLUS 20M 	20M@300
W5)	400 TK	20M@150 FULL HEGHT	20M@300	20M@150 FULL HEGHT	20M@300
W6	300 TK	15M@300 PLUS 15M 2000 ]300 @ 300 BARS @ 150	15M@300	15M@300 PLUS 15M 2000 300 @ 300 BARS @ 150	15M@300

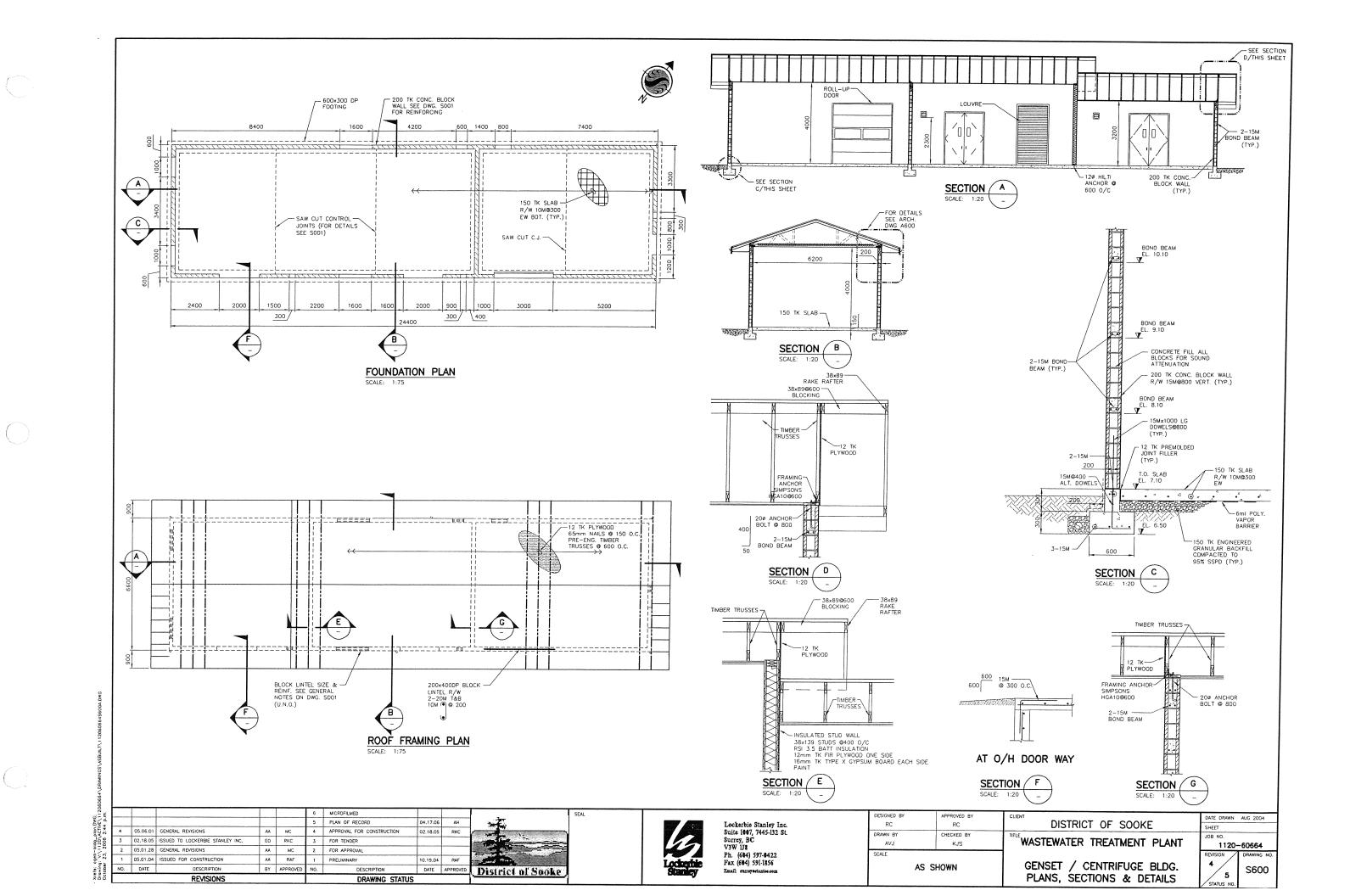
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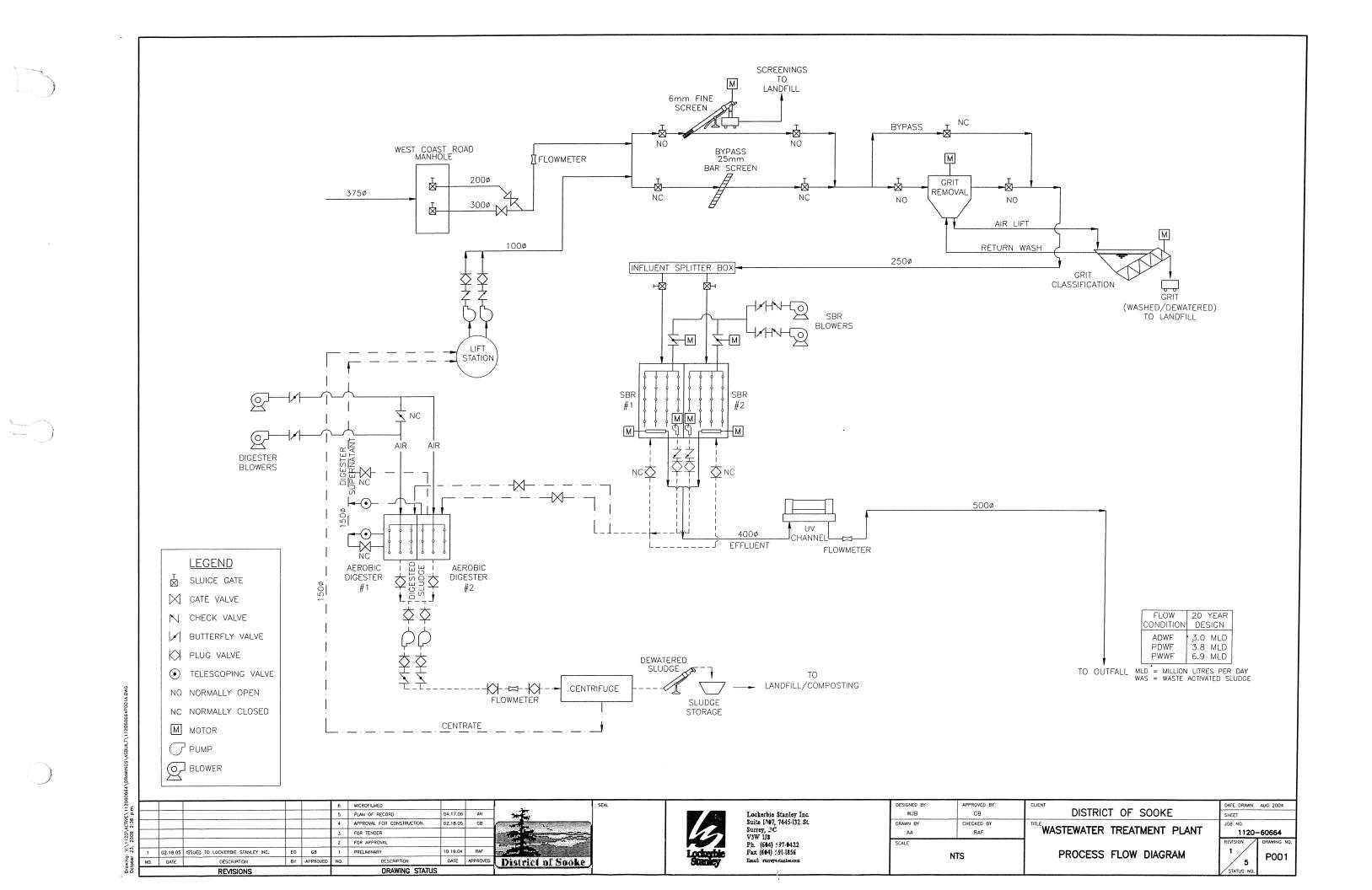
1. TOP PLAN, SECTIONS & DETAILS SEE DWG \$301, \$302.

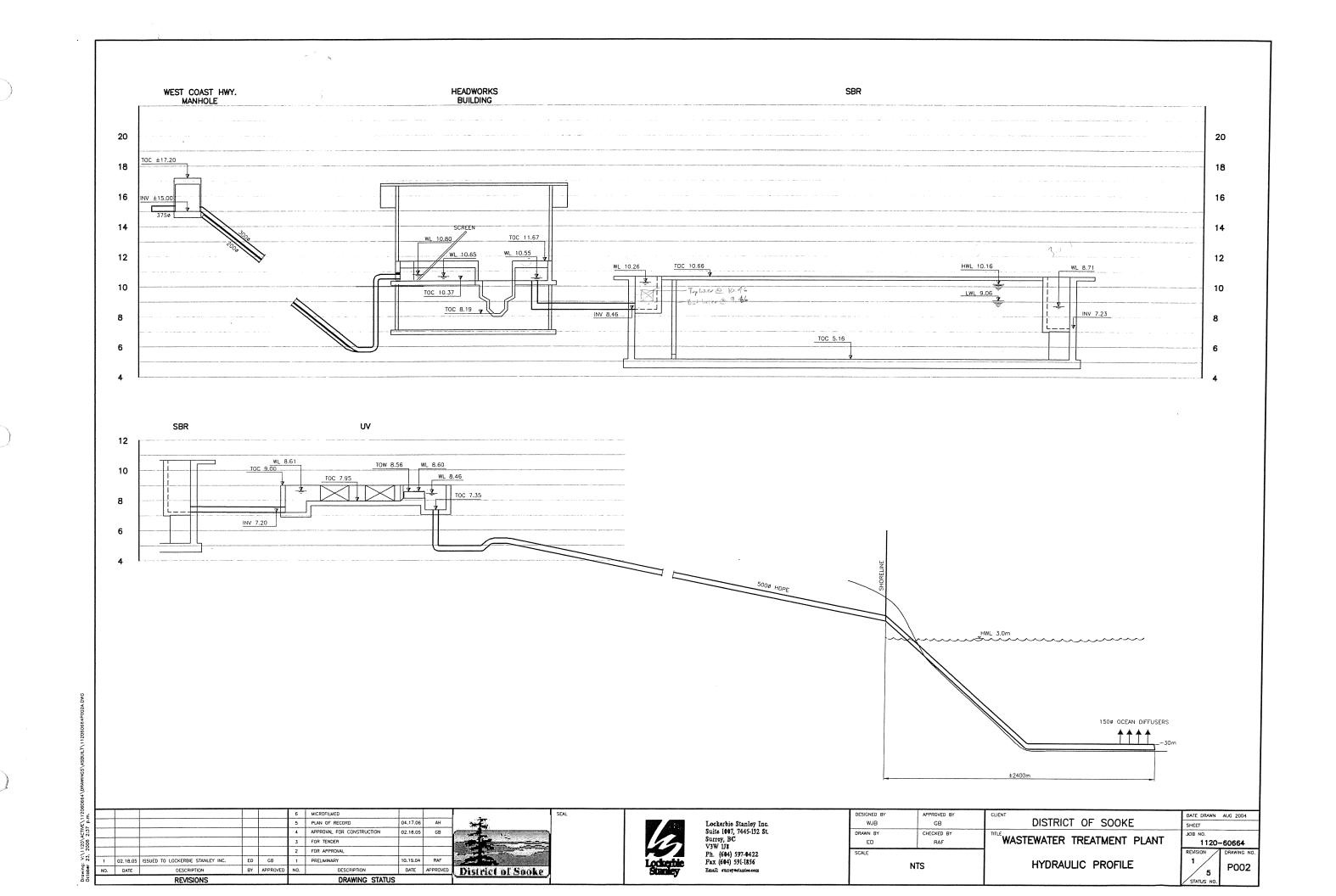
DISTRICT OF SOOKE	DATE DRAWN	AUG 2004
	SHEET	
WASTEWATER TREATMENT PLANT	JOB NO.	
	1120-60664	
SBR & DIGESTER TANKS	REVISION	DRAWING NO.
FOUNDATION PLAN	4	\$300
& SECTION	5	3000
	STATUS NO.	

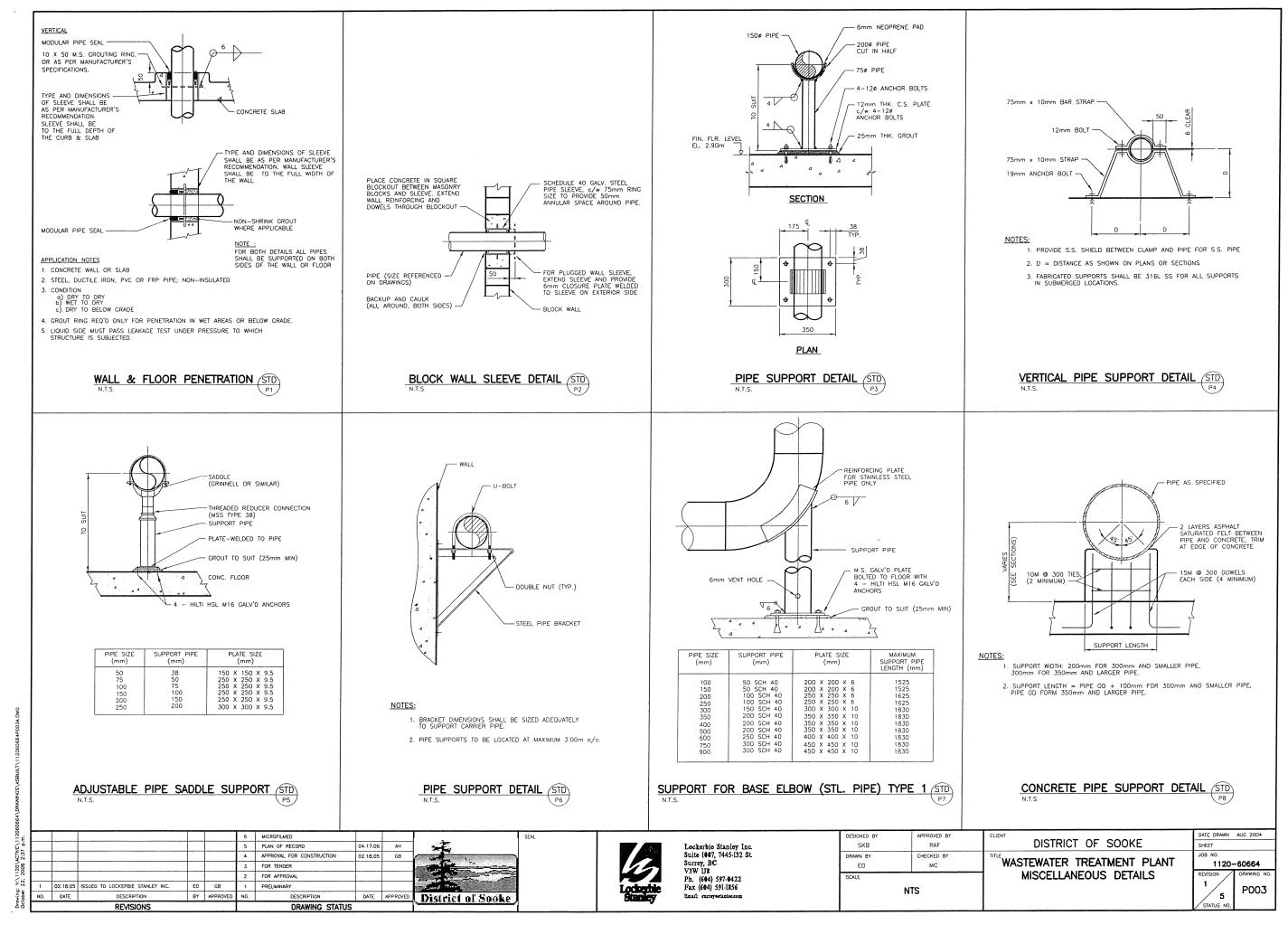


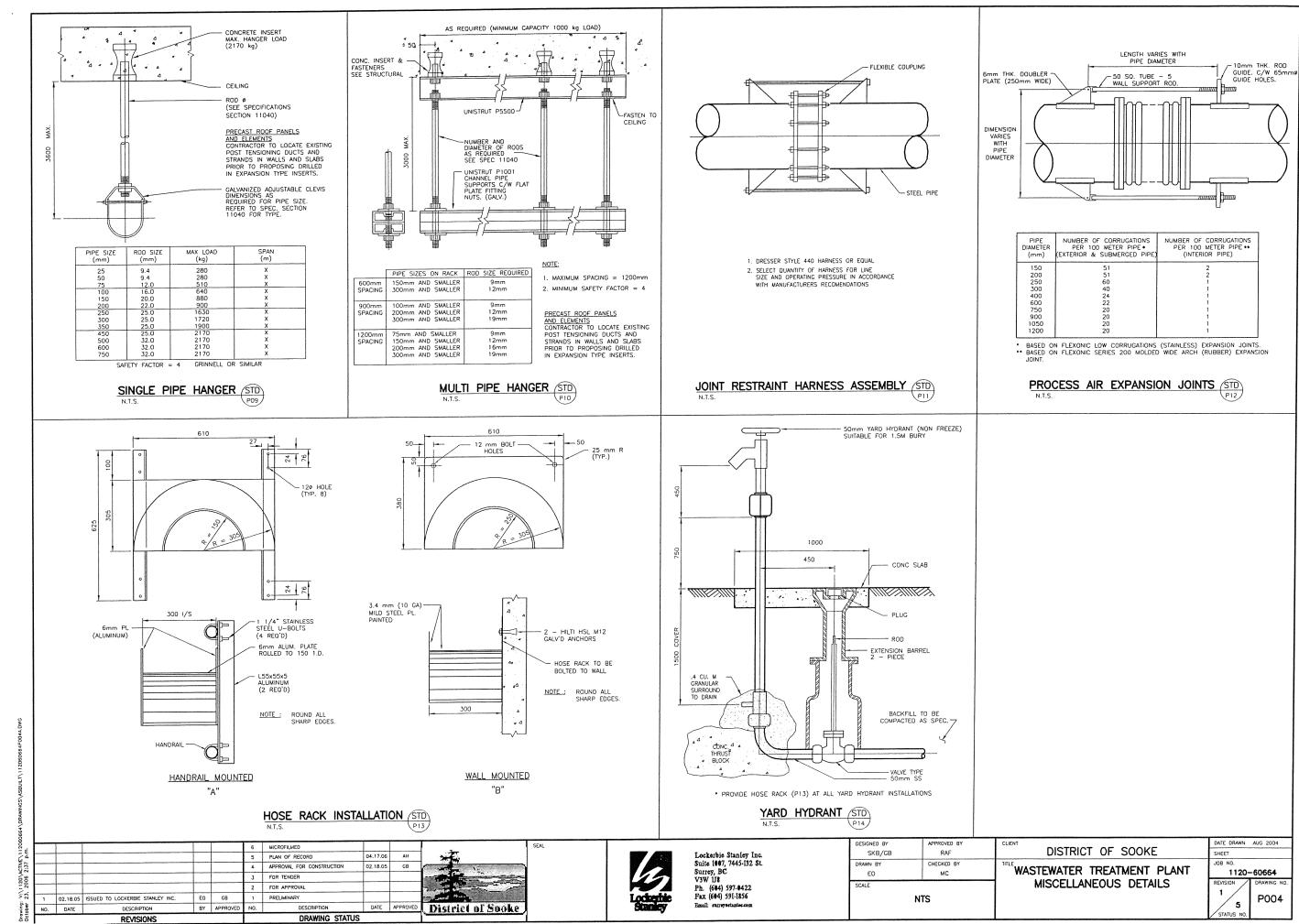


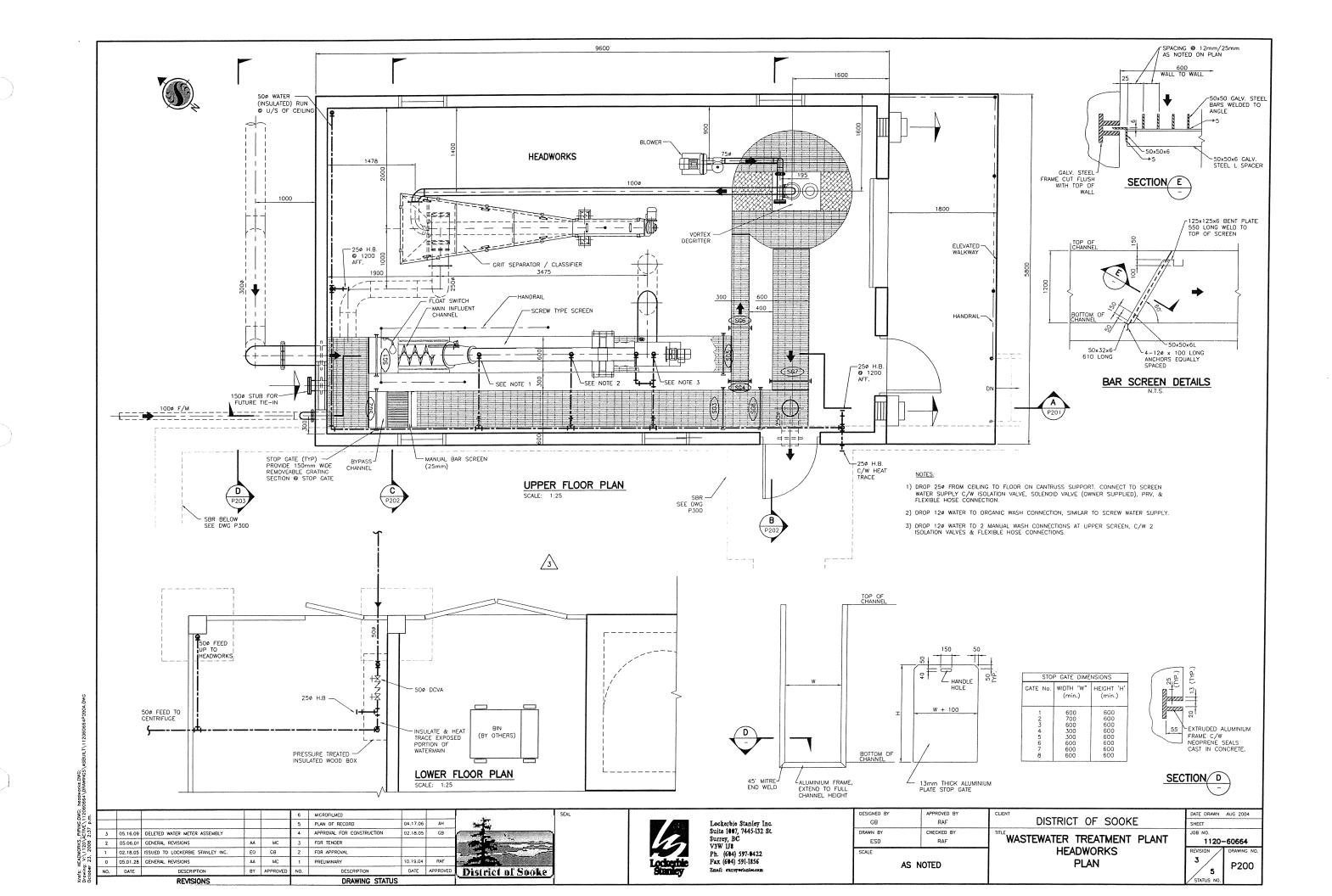


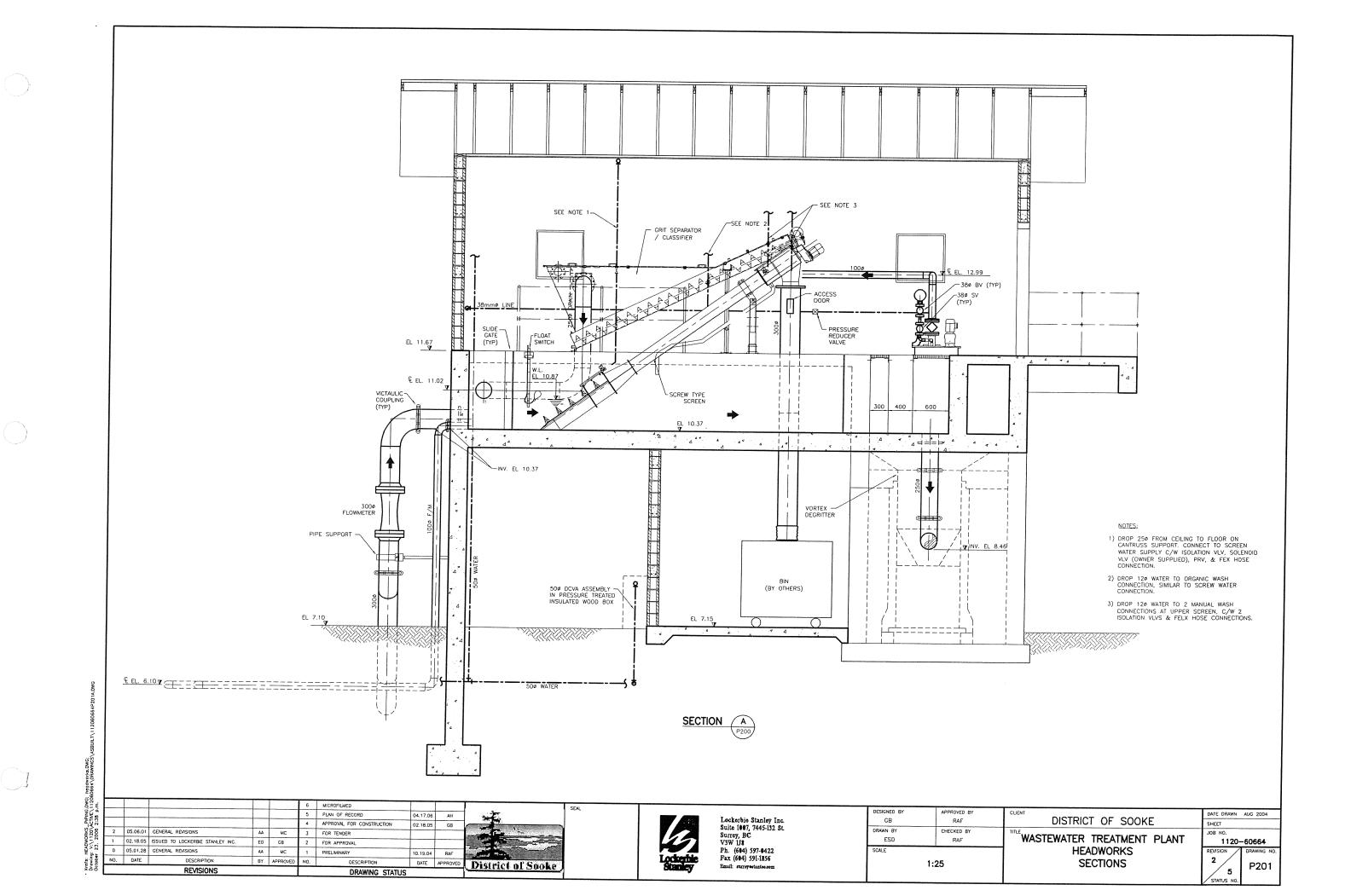


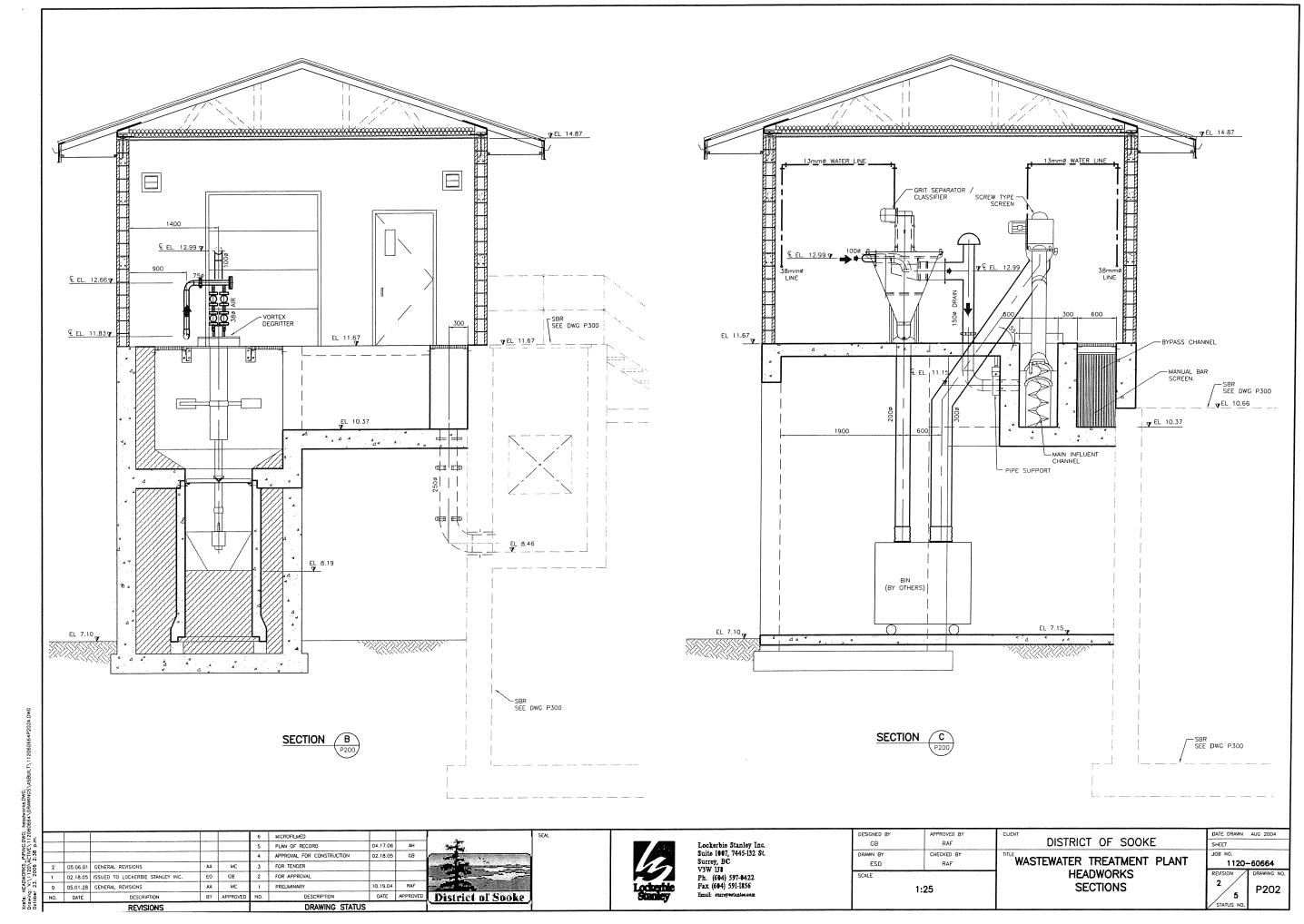


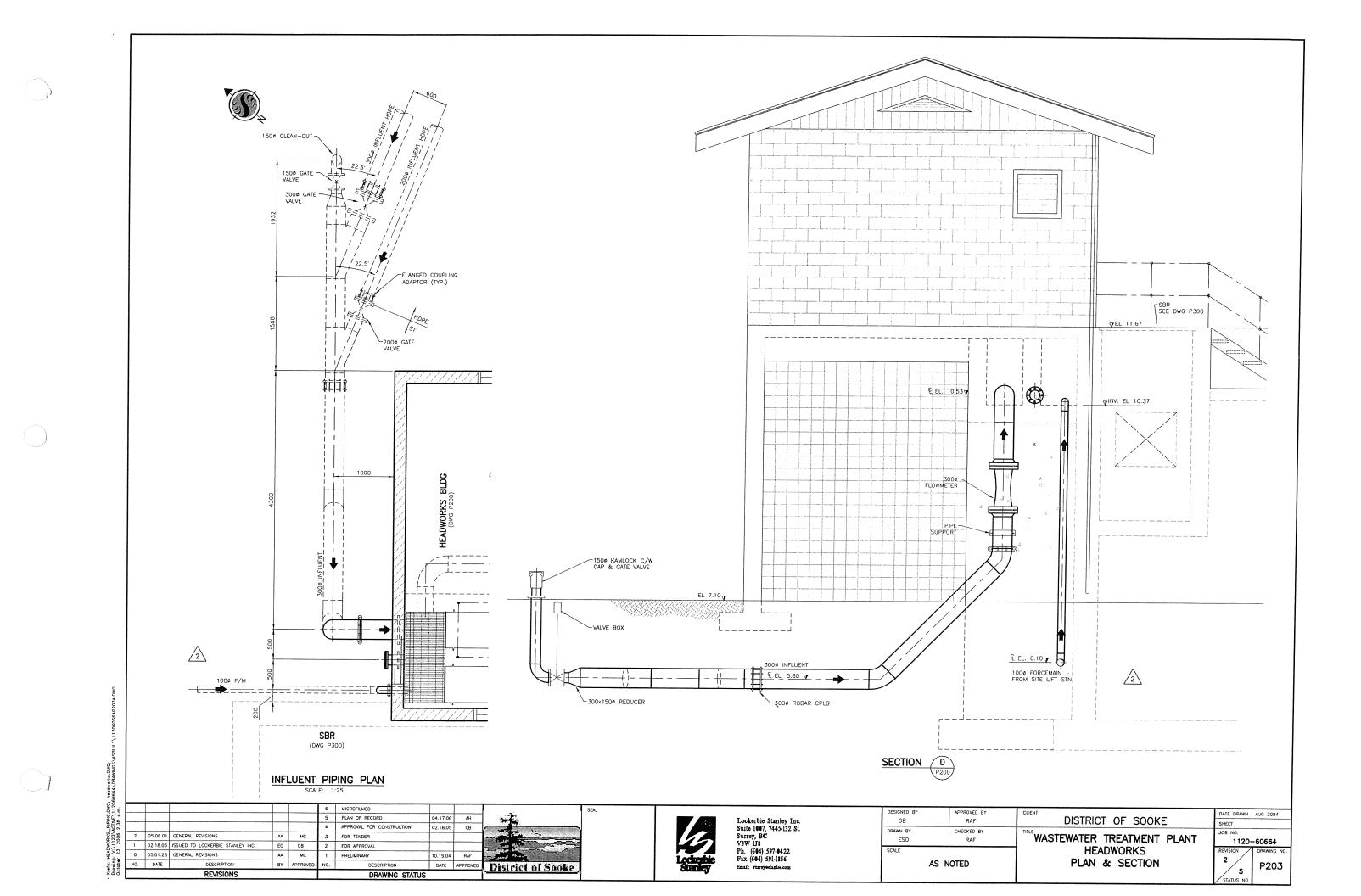


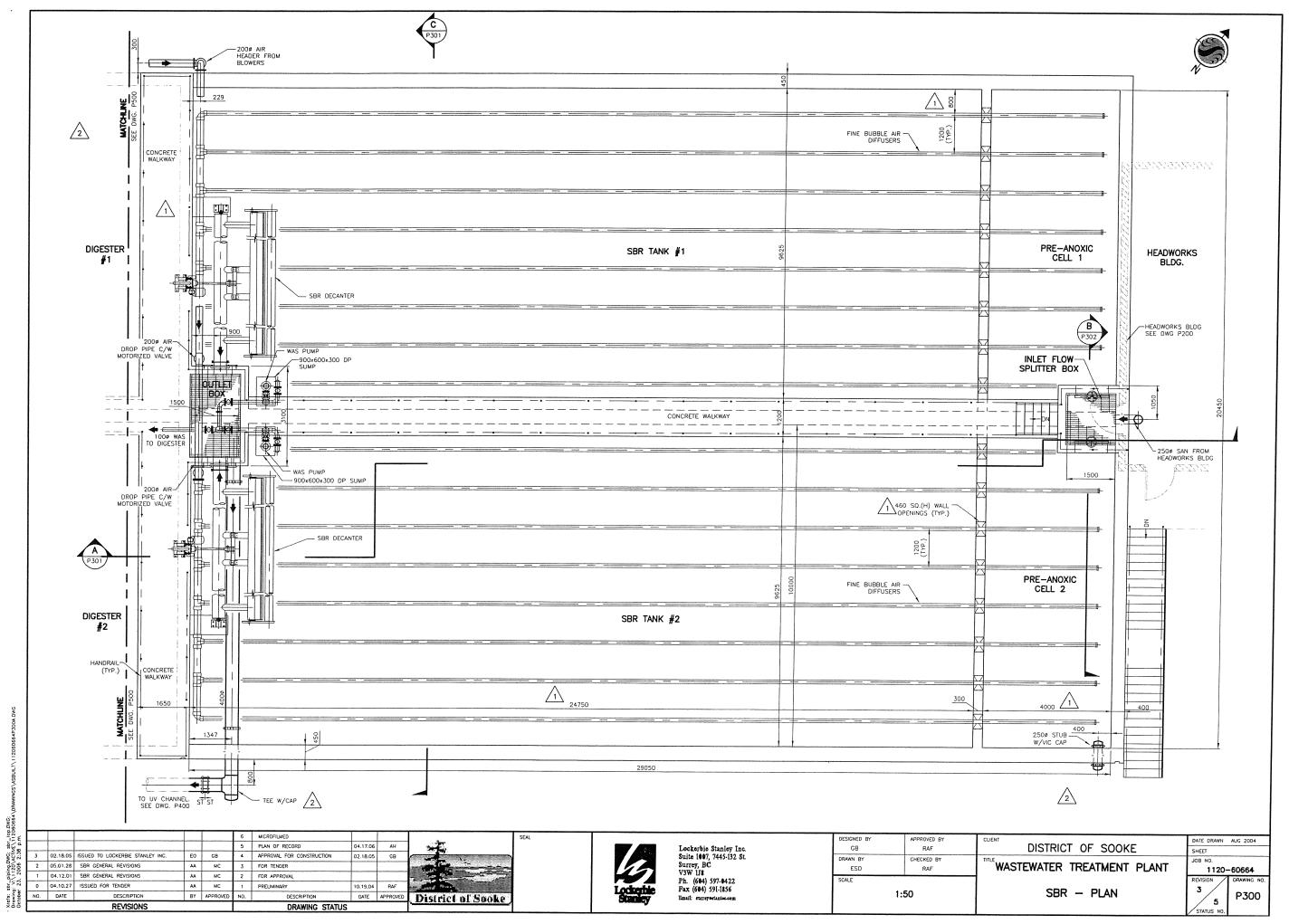


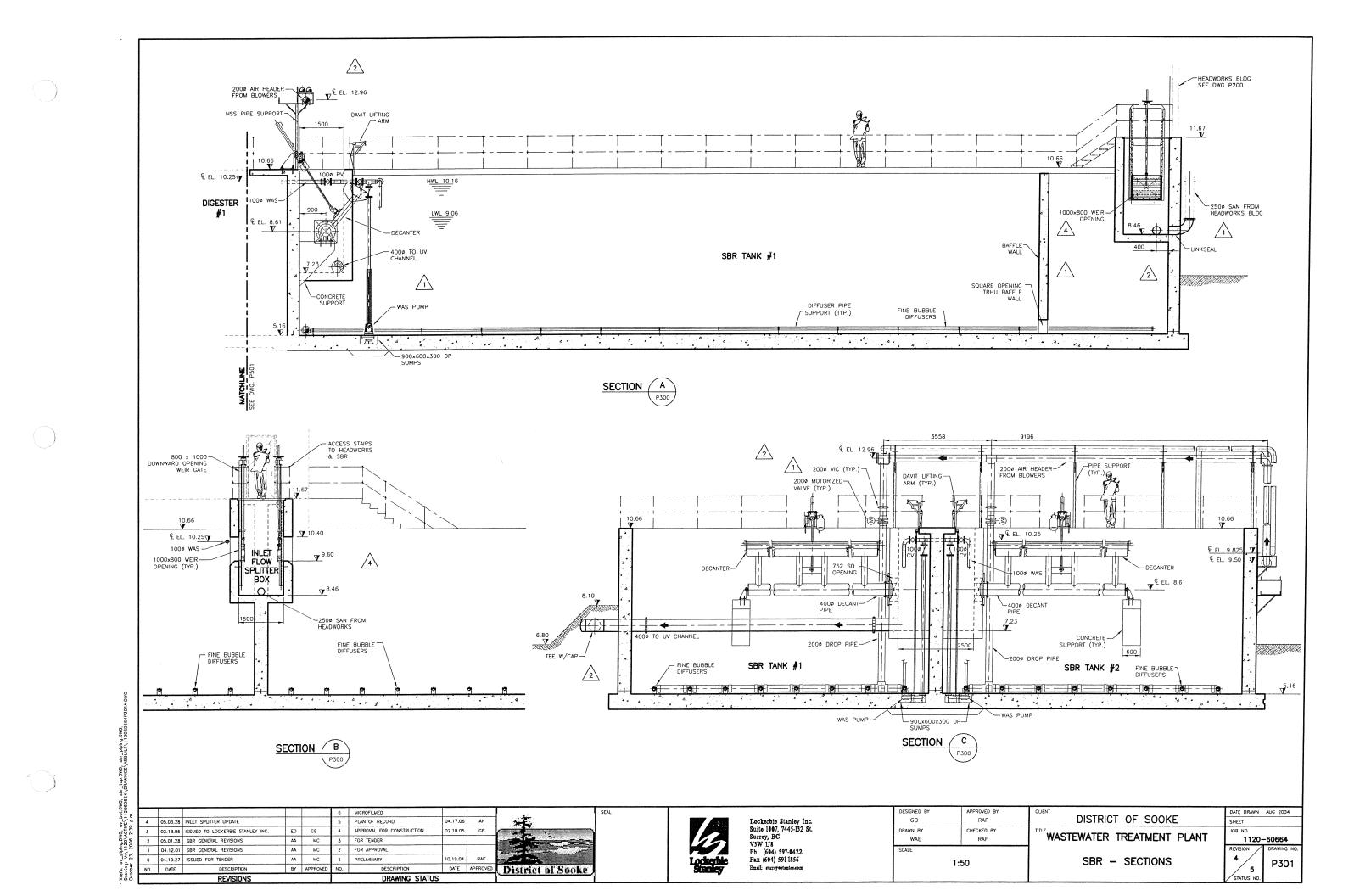


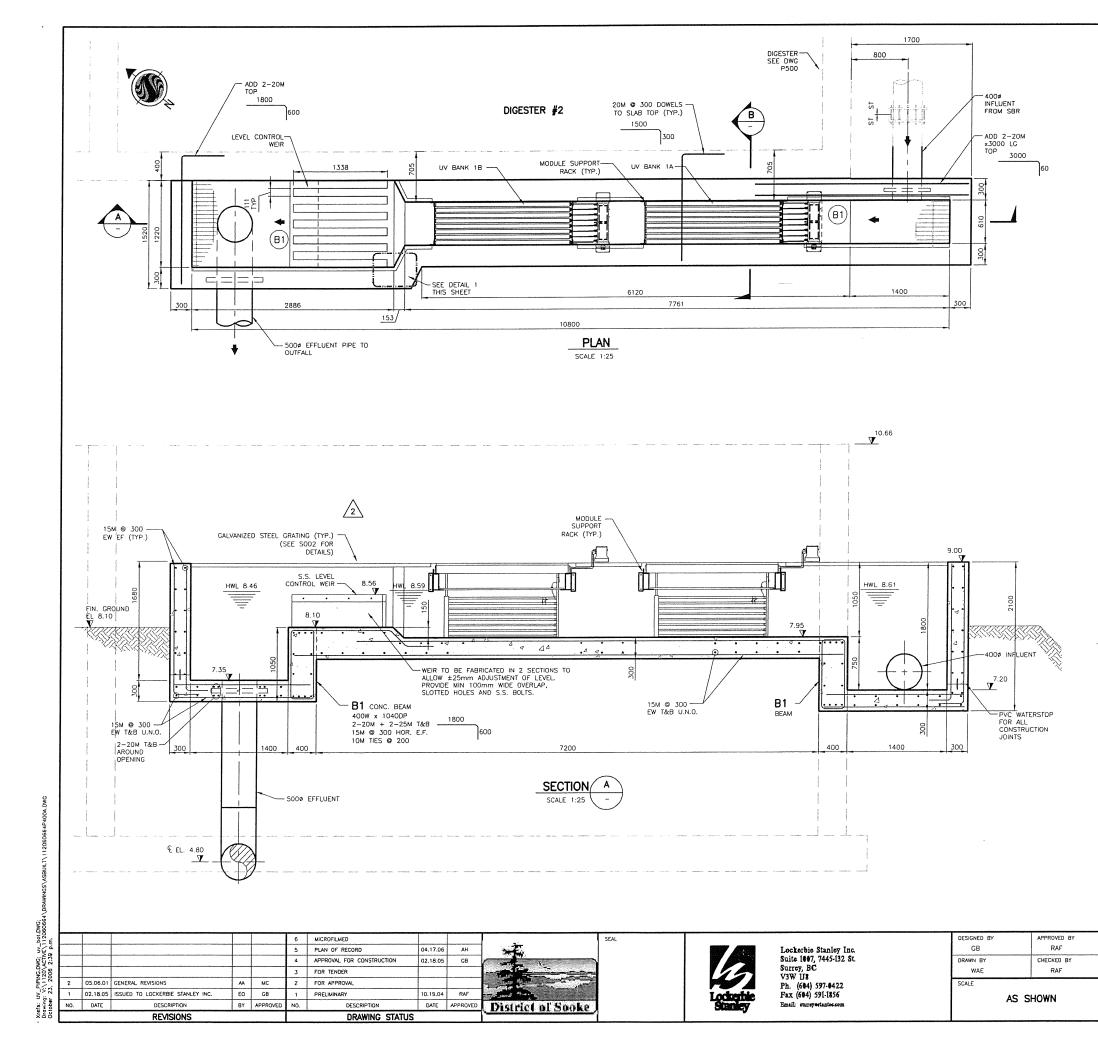




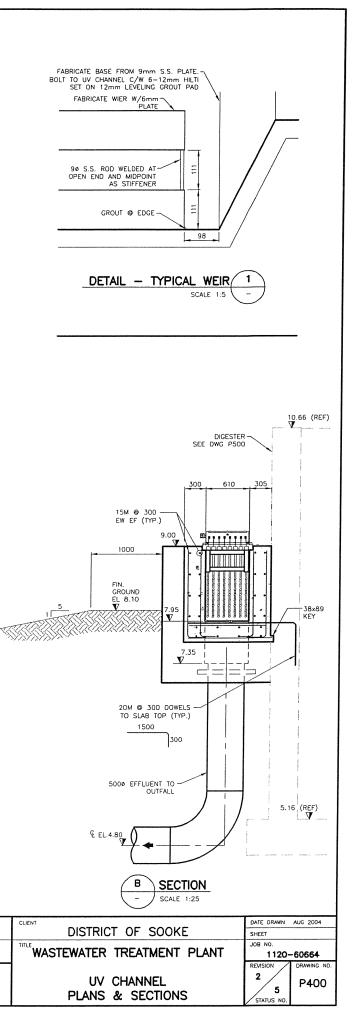


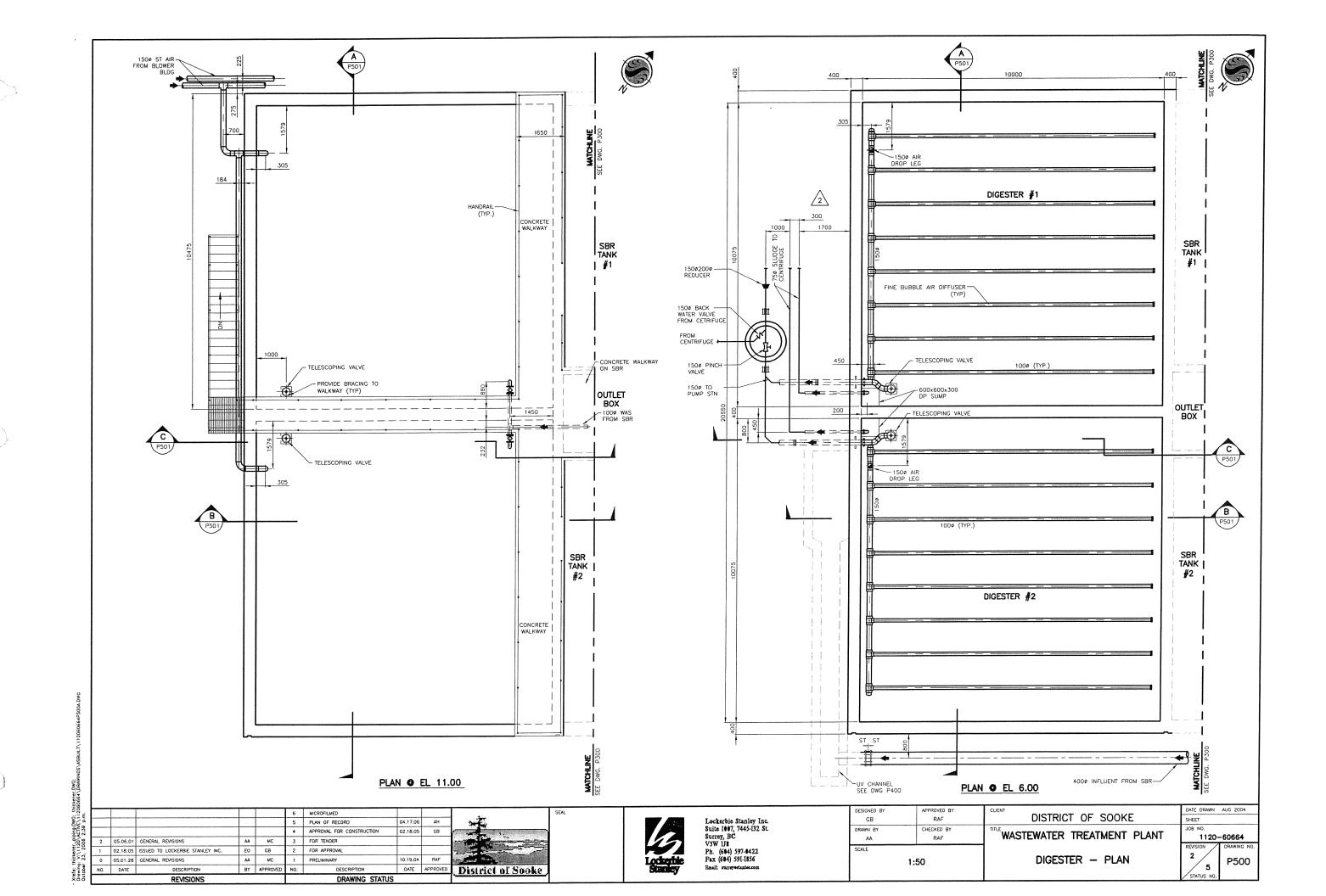


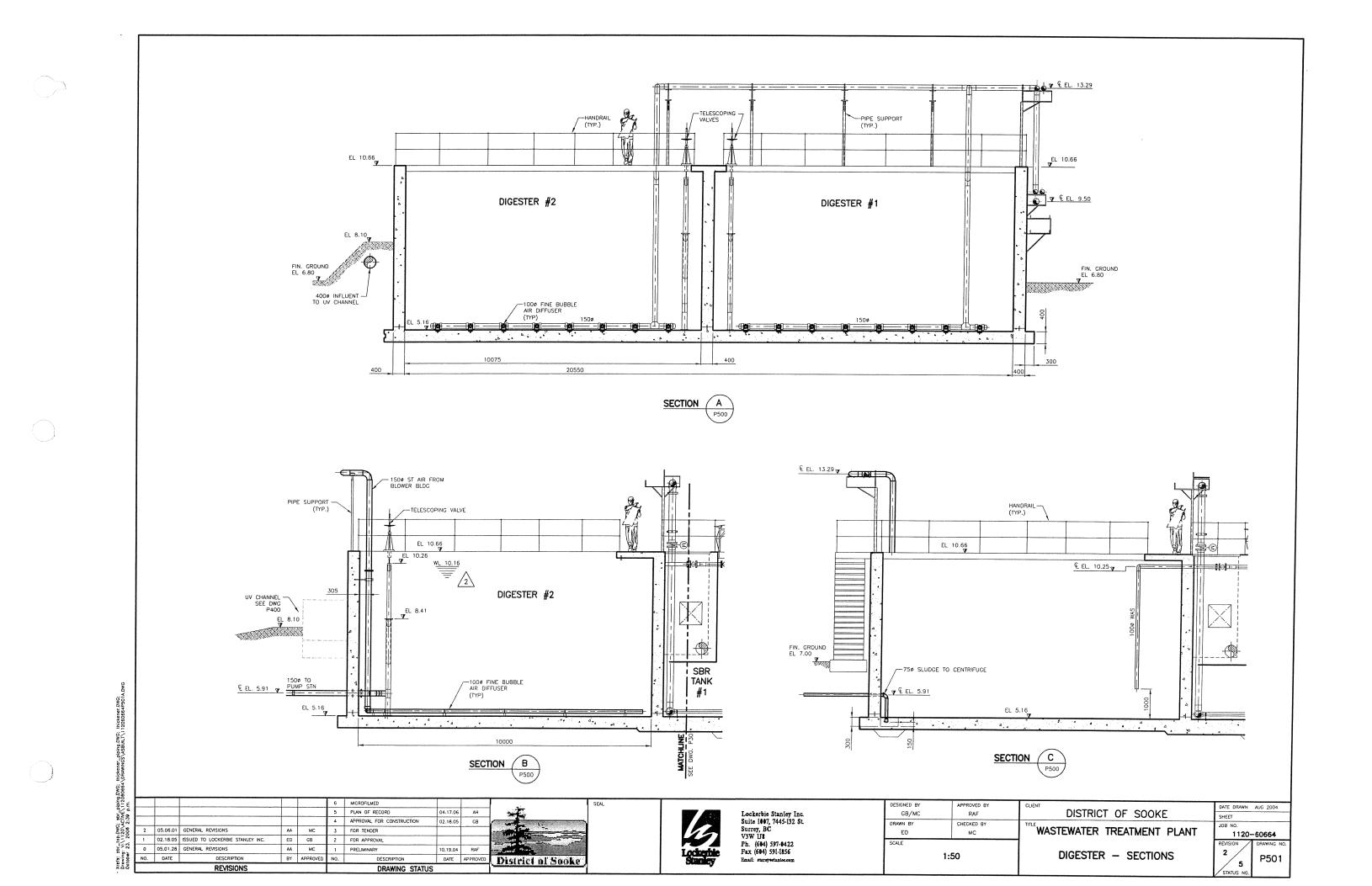


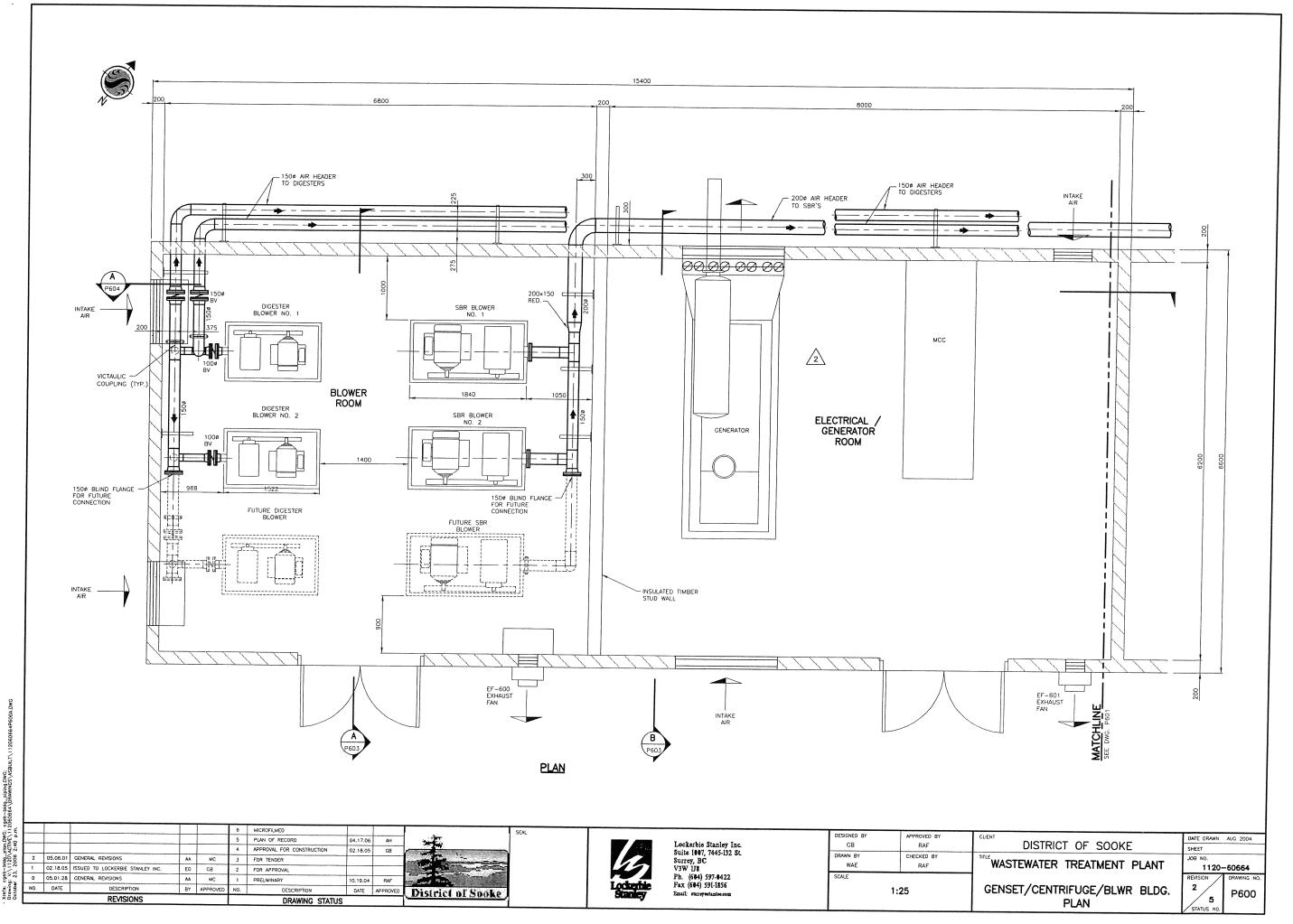


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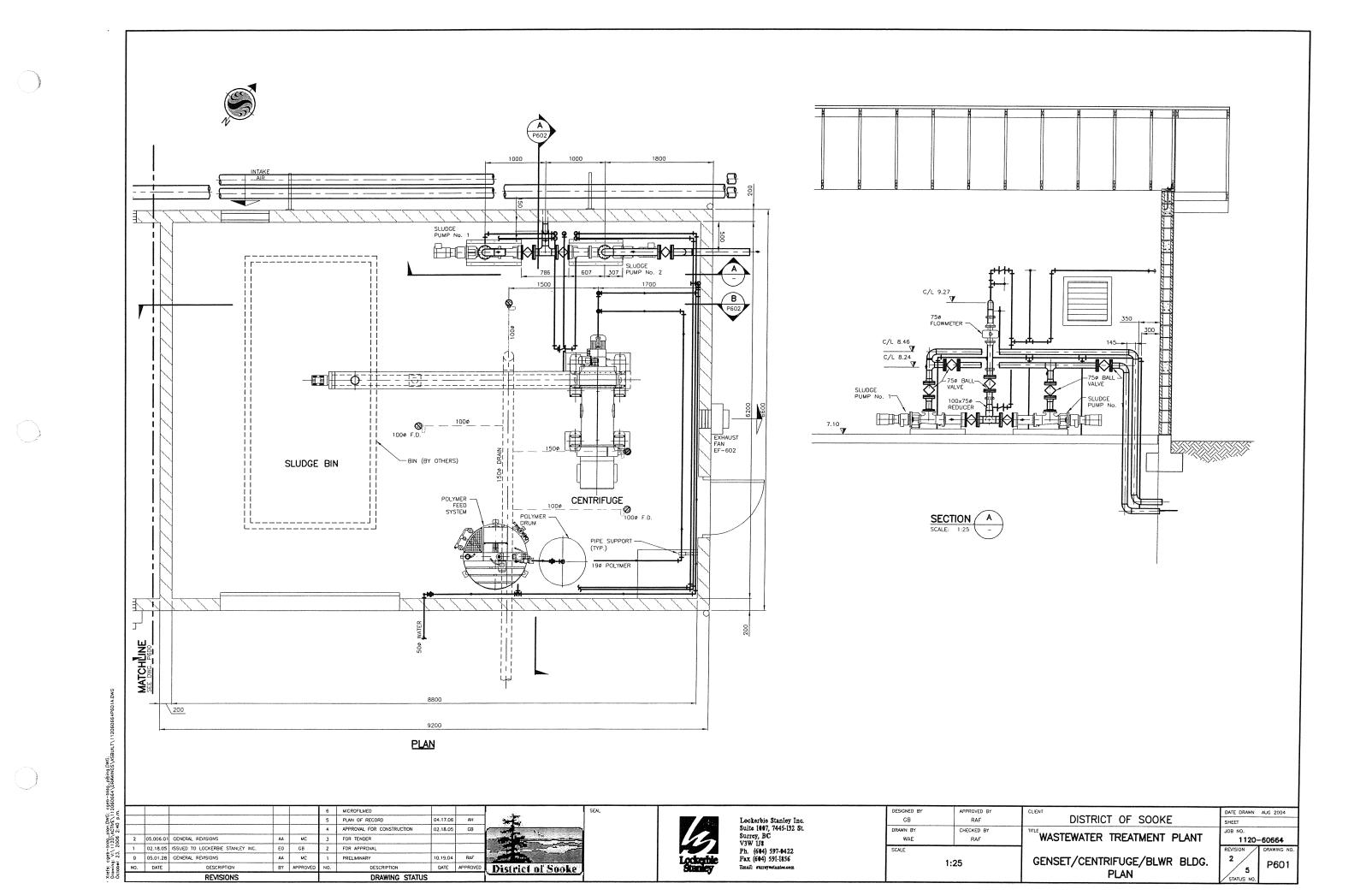


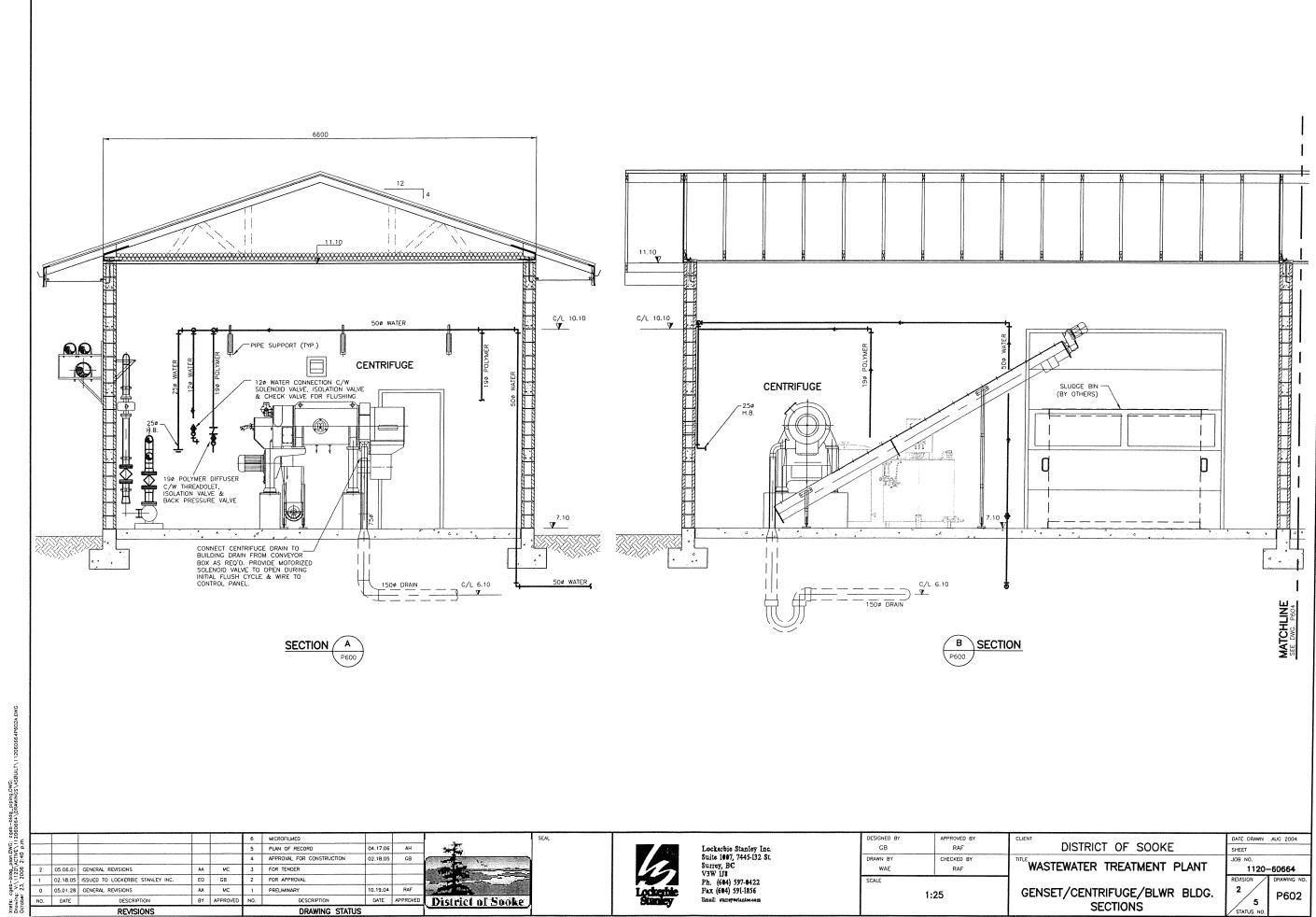


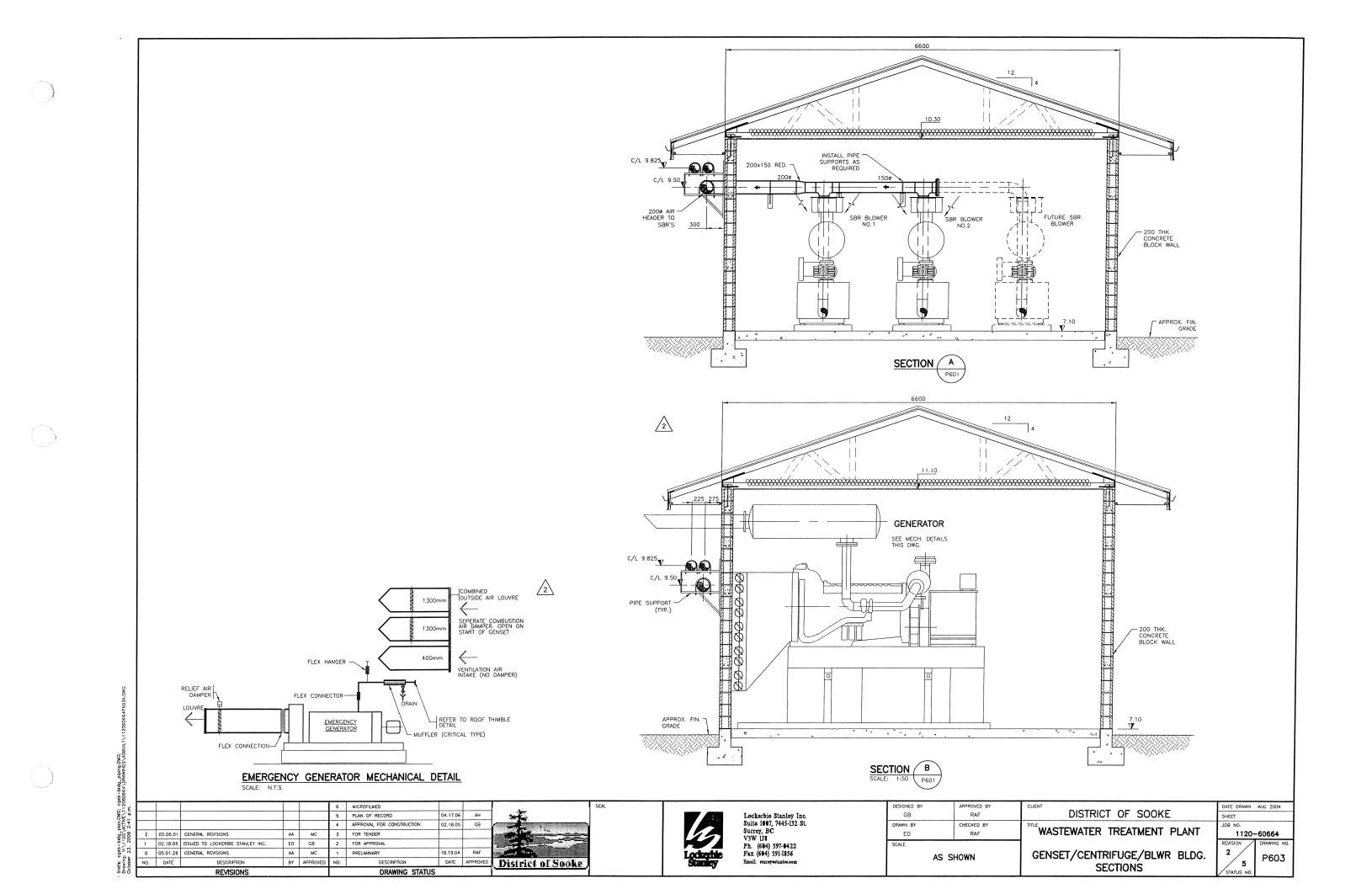




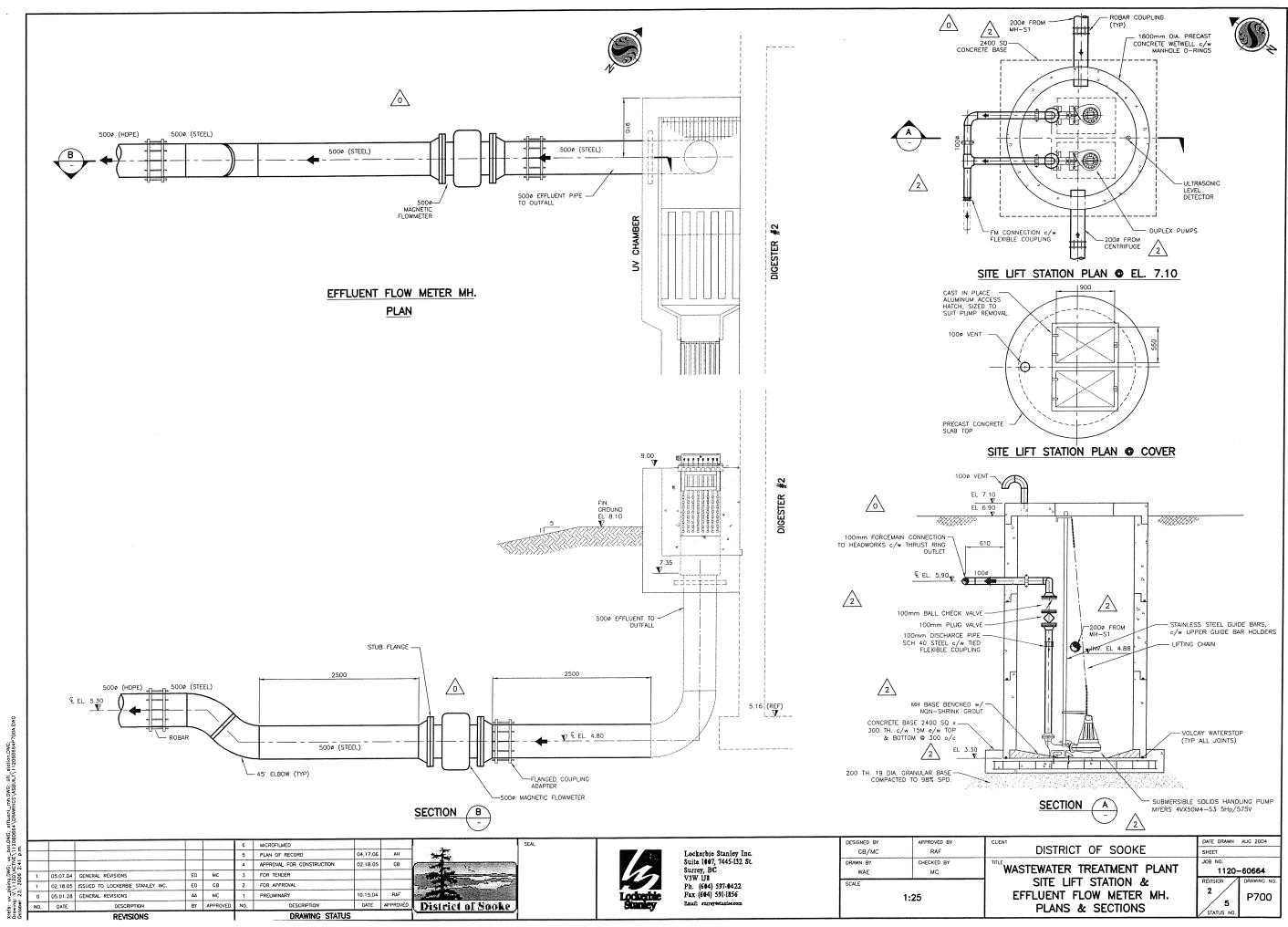
n-hkke alan Dwit, cosh-kké alalac Dwit.

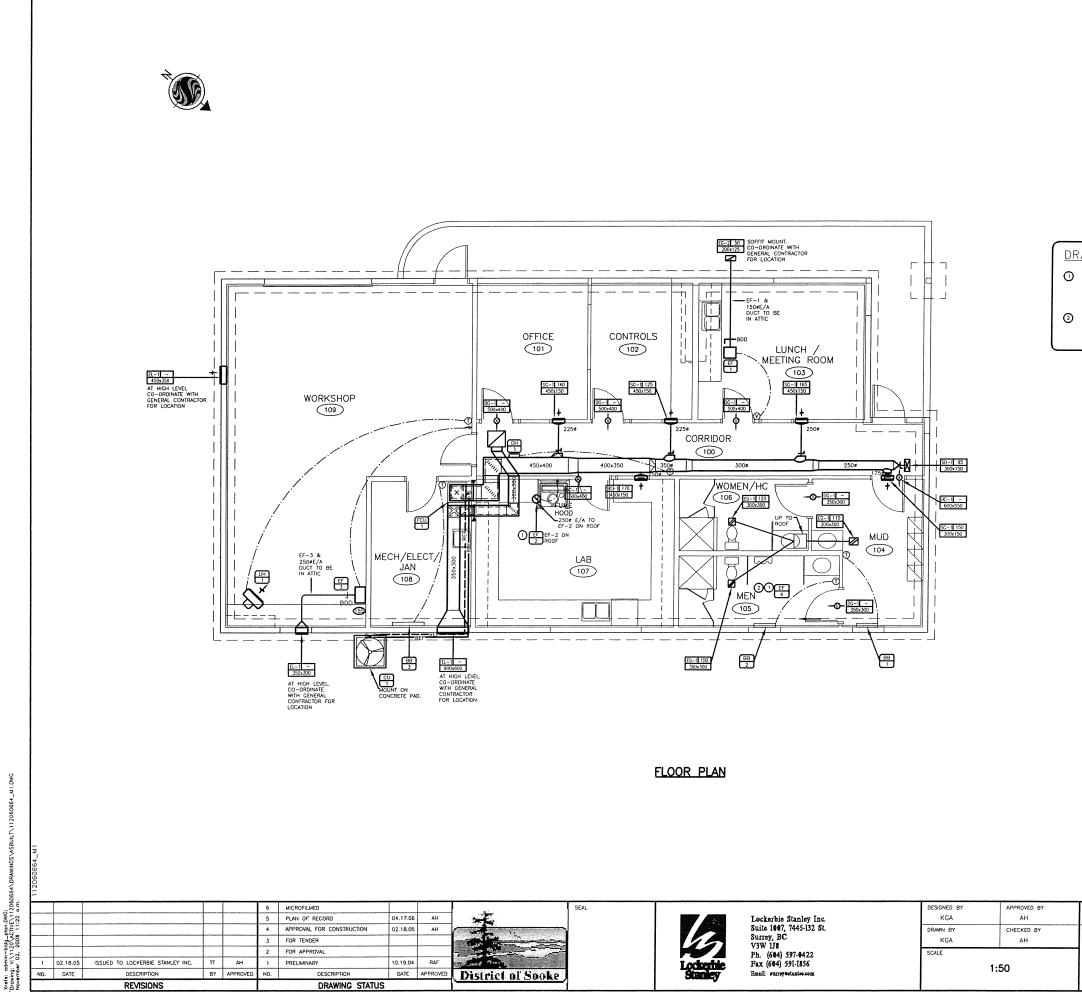






500¢ (HDPE) 500ø (STEEL)





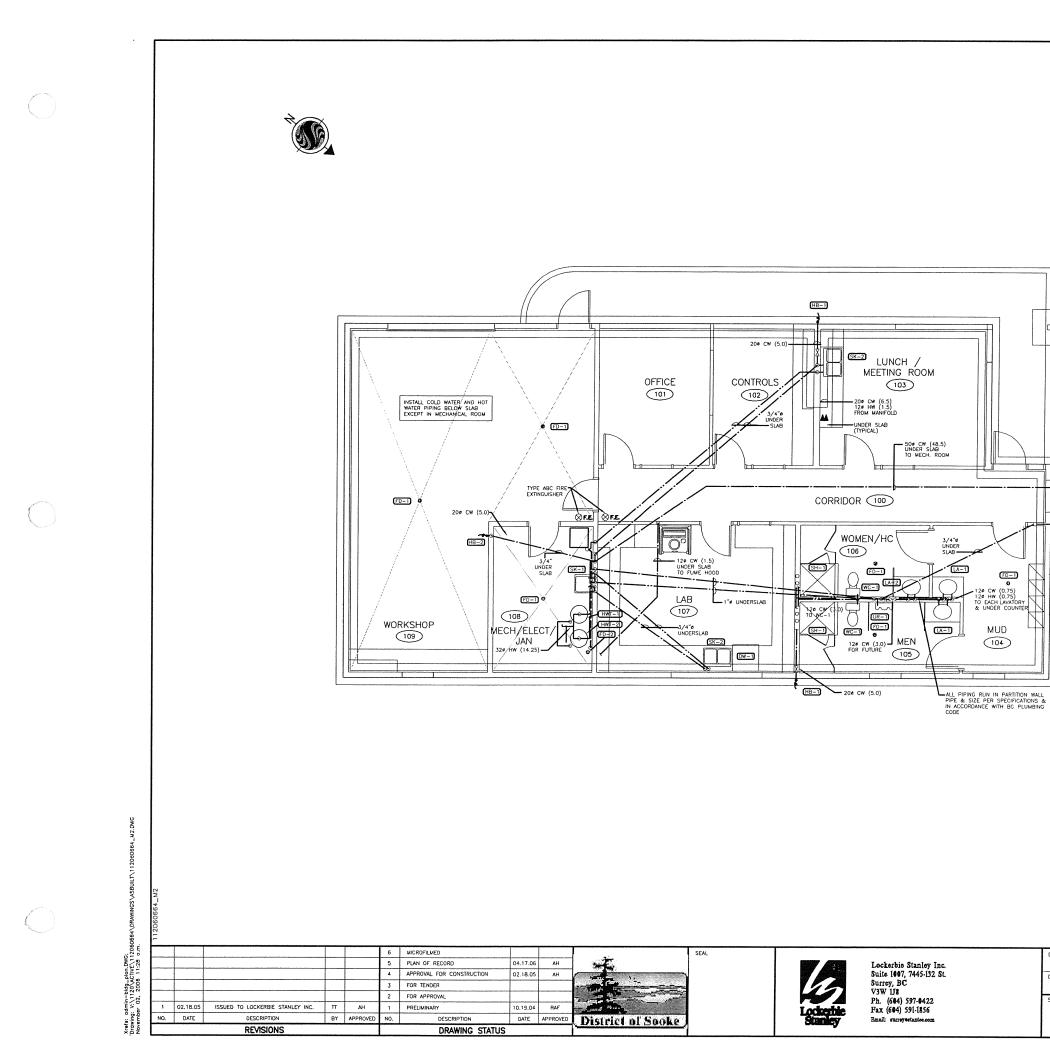
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DRAWING NOTES :

EXHAUST EF-4 AND ASSOCIATED DUCTWORK TO BE IN ATTIC SPACE.

	DATE DRAWN	FEB. 18,2005
DISTRICT OF SOOKE	SHEET	
WASTEWATER TREATMENT PLANT	JOB NO.	
WASTEWATER TREATMENT PLANT	1120-	-60664
	REVISION	DRAWING NO.
ADMINISTRATION BUILDING	י	M1
HVAC PLAN	5 STATUS NO.	
 	K	



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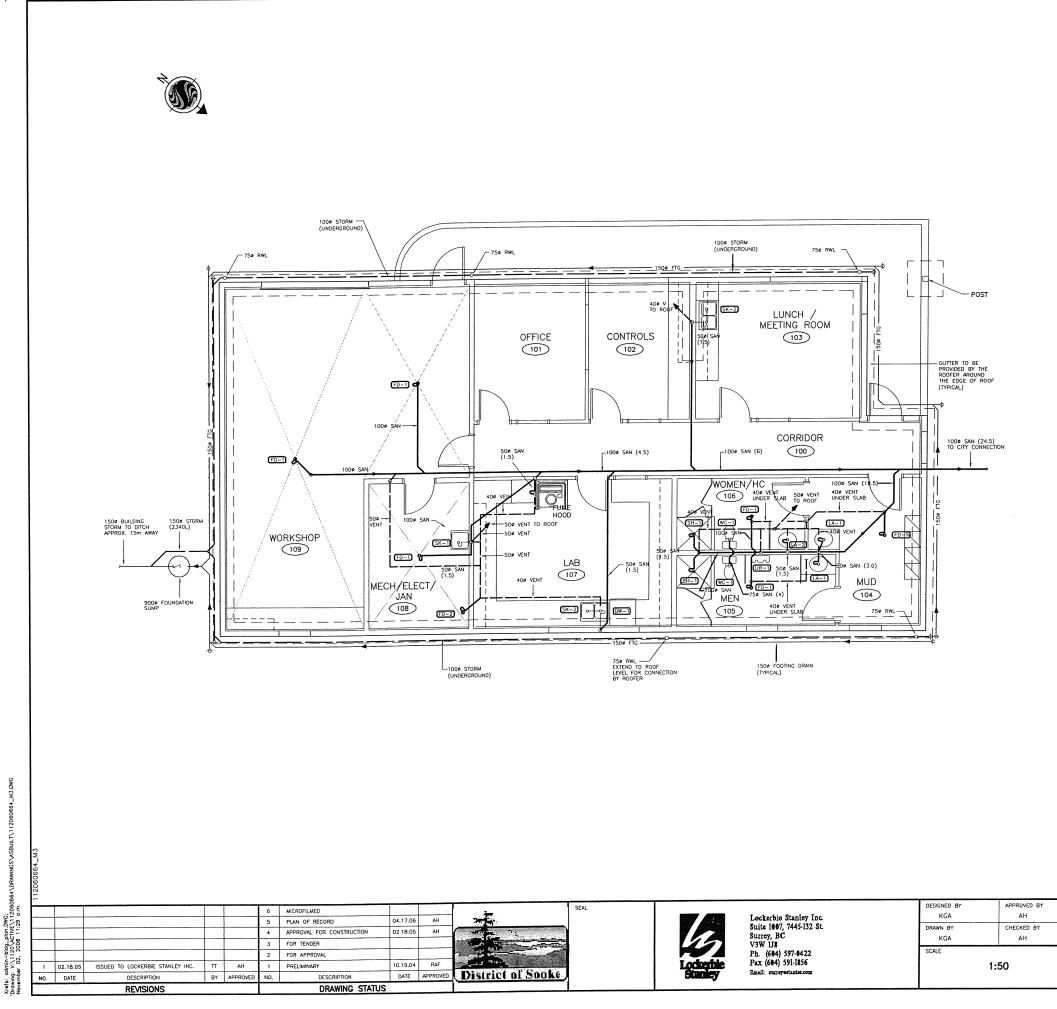
- POST

500 INCOMING DOMESTIC COLD WATER SUPPLY. SEE CIVIL DWGS.

HB-1

MUD 104

DISTRICT OF SOOKE	DATE DRAWN FEB. 18,2005 SHEET
WASTEWATER TREATMENT PLANT	JOB NO. 1120-60664
ADMINISTRATION BUILDING PLUMBING PLAN	REVISION DRAWING NO. 1 M2 STATUS NO.



bida alaa DWG.

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CLIENT	DATE DRAWN	FEB. 18,2005		
DISTRICT OF SOOKE	SHEET			
TITLE WAATER TREATMENT OF ANT	JOB NO.			
WASTEWATER TREATMENT PLANT	1120-60664			
	REVISION	DRAWING NO.		
ADMINISTRATION BUILDING DRAINAGE PLAN	1 5 status no.	М3		
	K			

UNIT 🖡	SERVICE	MAKE	NODEL	CAPACITY (GAL.)	RECOVERY RATE 90 F (GPH)	ELECTRICAL (V/PH/HZ)	INPUT (KW)	DIMENSION HxWxD (IN)	NOTES
HWT1	DOMESTIC HOT WATER	A.O. SWITH	DURA-POWER DSE-50	50	37	600/3/60	9	54%×20%×25	1
HWT-2	DOMESTIC HOT WATER	A.O. SWITH	DURA-POWER DSE-50	50	37	600/3/60	9	54%×20%×25	1

1) PIPE PRESSURE RELIEF VALVE DRAIN TO ADJACENT HUB DRAIN.

UNIT #	SERVICE	WAKE	MODEL	ORIVE	AIR FLOW (CFM)	STATIC PRESSURE ("W.C.)	RPM	ELECTRICAL (V/PH/HZ)	BLOWER MOTOR (W)	NOTES
EF-1	LUNCH/MEETING ROOM	PENN	ZEPHYR Z6H	DIRECT	110	0.25	1550	110/1/60	108	2, 7
EF-2	LAB FUWE HOOD	PENN	FUMEX FX10R	DIRECT	400	0.35	1550	110/1/60	122	1,2,4,5,6,8,9
EF-3	WORKSHOP	PENN	ZEPHYR Z105	DIRECT	380	0.25	1050	110/1/60	234	1. Z. B
EF-4	WASHROOMS	PENN	SX1009C	BELT	805	0.50	1500	208/3/60	560	2,3,4,9

unit 🖡	SERVICE	MAKE	MODEL	AIR FLOW (CFN)	CAPACITY (kW)	ELECTRICAL (V/PH/HZ)	WEIGHT (LB)	DIMENSION LXWXH (IN)	NOTES
UH-1	WORKSHOP	REZNOR	EGE SIZE 10	760	10	600/3/60	59	15¥x17x14	1, 3, 4

ELECTRIC BASE BOARD HEATER SCHEDULE MAKE NODEL HEATING CAP. (KW) @ 110/1/60 NOTES SERVICE UNIT 🖡 89-1 MECH / ELEC / JAN 108 CHROMALOX AS8F2051102A8 0.50 (1), (2), (3) CHROMALOX AS8F2051102A8 0.50 (1), (2), (3) BB-2 MEN'S WASHROOM 105 CHROMALOX AS8F2051102A8 0.50 (1), (2), (3) 88-3 NUO ROON 104

Electric Base Board Henters Provided by DMSION 15.
 Will Miduate Thermostat, Wodel TS901, Suppled by DMSION 15, INSTALLED BY DMSION 15.
 FLEDER PROVED AND CONNECTED BY DMSION 16. FACTORY INSTALLED DISCONNECT.

UNT /	SERVICE	MAKE	MODEL.	BORDER	BLADE ORIENT	MOUNTING FRAME	FASTENING	FINISH	CORE	NOTES
5C-1	S/A	E.H. PRICE	520	F	ι	D	٨	8-12	DOUBLE DEFLECTION	3
EG-1	E/A	E.H. PRICE	80	F	-	D	A	8-12	1/2"x1/2"x1/2"	3,
EG-2	E/A	E.H. PRICE	620	F	L	D	A	8-12	DOUBLE DEFLECTION	2.3,4
RG-1	R/A	E.H. PRICE	530	F	L	D	A	B-12	45' DEFLECTION	3
0G-1	R/A	E.H. PRICE	ATG 1	F	ι	D	A	B-12	45' LOUVER	-
EL-1	E/A	E.H. PRICE	C86776X	-	-	-	-	-	-	1,2,3

<b>FURN</b>	ACE SCH	IEDULE									
UNIT 🛔	SERVICE	NAKE	MODEL	BLOWER DISCHARGE	AIR FLOW (CFM)	E.S.P. (W.C.)	OUTDOOR AIR (CFM)	SENSIBLE COOLING (kW)	FAN BLOWER FLA	ELECTRICAL (V/PH/HZ)	NOTES
FCU-1	GENERAL	ERAL CARRIER FB48NC048A		UPFLOW	1600	0.750	900	14 4.3		208/1/60	1,2,3,4,5
NOTES ; 1) FILTER S 2) 7 DAY P 3) DX COOL	ROGRAMMABLE TH	ERMOSTAT	4) 5)	OUTDOOR CONDEX FACTORY CONTROL	NSING UNIT L PACKAGE (CO	DLING & HEA	TING)				

CONDENSING UNIT SCHEDULE

2060664\_M

COND	ENSING (	TIAL 2	UNEDULE						
UNIT #	SERVICE	MAKE	MODEL	SENSIBLE COOLING (KW)	REFRIGERANT	ELECTRICAL (V/PH/HZ)	NCA (AMP)	CIRCUIT BREAKER (AMP)	NOTES
CU-1	FCU-1	CARRIER	38EZG048501	14	PURON	208/3/60	19.B	30	1.2
	on valve kits Bient control kit:	s							

	REVISIONS				DRAWING STATU	\$					
NO. DAT	E DESCRIPTION	BY	APPROVED	NO.	DESCRIPTION		APPROVED	District of Sooke	Stanley <sup>Em</sup>	HIL SUISY WELLBOOLDE	
1 02.18	05 ISSUED TO LOCKERBIE STANLEY INC.	Π	AH	1	PRELIMINARY	10.19.04		The second se		IX (604) 591-1856	
				2	FOR APPROVAL				Ph	1. (604) 597-0422	SCALE
				3	FOR TENDER					nrey, BC SW 1/8	
				4	APPROVAL FOR CONSTRUCTION	02.18.05	AH				DRAWN BY
				5	PLAN OF RECORD	04.17.06	AH			ockorbio Stanloy Inc. Lite 1007, 7445-132 St.	
				6	MICROFILMED				SEAL		DESIGNED BY KGA

_	
ſ	PLUMBING FIXTURE SCHEDULE
	<pre>MITER CLOSET (WC-1) : 1 BOW_TIANC. WHITE TIREOUS CHMA, FLOOR WOLMT, WASHDOWN BOWL, SL/SL TWO BUTTON DUAL RUSH STSTEL CLOSE COUPELD COMBINITON NOV ITTERUS CHMM TAWK C/M LOCK UD WECHMASH PROMOGE WANDER/ TOLET WHIT HANDER/M XT. RUCEPTRALE PROMOLS: COMMUN MONTLEL 2010 MINING COMPARES ACCEPTRALE PRODUCTS. COMMUN CRAVELLE 2010 3 STEPLES.WARGE SACCEPTRALE PRODUCTS. CORDMN CRAVELLE 2010 3 SUPPLES.WARGE STOPS WITH WHELL HANDLE STOP AND ESCUTCHEDNS. ACCEPTABLE PRODUCTS: BRASS-CRAFT CRI9120L, CRAWE, TECK</pre>
	URINAL (UR-1): 1 URINAL: INVERTIRE WHITE VITREOUS CHINA, WALL HUNC WITH OVERILOW DRAW OUTLET CONTAINING A FLOATING LOUDD OF LESS DENSITY THAN URINE, BACK POTLET AND HANGER. ACCEPTIALE PRODUCTS: FALCON WATERIREE, WATERLESS C CARREE, HEAVT DUT FLOAD KOUNT URINAL CARRER WITH BEARING PLATE. ACCEPTABLE PRODUCTS: ZURN, ANCON, AV R. SWITH
	LAVATORY (LA-1); I LAVIDRY, COURT WHIT WHIT PORCELAN ON STEEL SOLF RUMARC WITH SUPPLY DEPANC ORDINGTT, MERCIN STANDARD, DLRR. 2 FAUCT: LAVIDRY SAND TRONG DEFENSION ACCEPTING PRODUCTS : DRNK 1-306, 2 FAUCT: LAVIDRY COURTS AND TRONG DEFENSION ACCEPTING PRODUCTS: DRNK RESEARCH 501-WHIGHT COURTS PROVING TEXT WHICH FERDINGLIC DRD STRANK R. P- TARF DO COSDITION ACCEPTING PROVING TEXT WORK FERDING DRD STRANK R. P- TARF DO COSDITION ACCEPTING PROVING TEXT WORK FERDING PROVIDED FOR STRANK R. P- TARF DO COSDITIONAL MCOL MEDING, TEXT WORK FERDING FERDING PROVIDED FOR STRANK R. P- TARF DO COSDITIONAL MCOL MEDING, TEXT WORK FERDING FERDING FERDING FERDING BINSS-CONT COTASULA, MCOL MEDING, TEXT WORKS CRAME, TEXT
	LANIORT H/C (LA-2): LANIORT H/C (LA-2): LANIORT CRAFTER KOURT, WHITE PORCELAN ON STELL, SCIP RIMMERC WITH SUPPLY DPDMIC ON 100mm (C) (SUPPLES AND TROVID ORTH/LMM. ACCIPINALE PRODUCTS : DUNC 1-306, SUPPLY DPDMIC SCIP WITH SHCLE LYCE HANDLE AND 0.5 CPM WOOL, RESEARCH SPARA UNLIL: LISS POP-UP WITH SHCLE LYCE HANDLE AND 0.5 CPM WOOL, RESEARCH SOI-WHIGHMED, CHCACG BACD, GERBER, RES BASS, TECK, LWM AUAGESC SOI-WHIGHMED, CHCACG, DAVIE, TECHNER, WHIGH GERLE, DAVIE, TECK SOI-WHIGHMED, STORY WHI THERE RESER AND SOLUTIONS, RACEDIVALE TO SHSALTON, ALL PSC SHORE, HILL RESER AND SOLUTIONS. RACEDIVALE TO NEAR STOR, HERE'S SHORE IN CHCALLED FAMALE TO AND CLOSE TO WALL SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO NOT SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILLE SHALL DO HILL SUPPLIES SHALL BE GERSET TO ACCOMPANIE HIGH OFFICET F-TUNK. HILL SHALL DO HILL SUPPLIES SHALL BE GERSET HIGH ACCOMPANIE HIGH OFFICET F-TUNK. HILL SHALL DO PRODUCTS: FRUEBRIG HANDI LWY-GURAD, BROCHET HIGH HIGH ACCOMPANIE HILL PARALE PRODUCTS: TRUEBRIG HANDI LWY-GURAD, BROCHET HIGH OFFICET F-TUNK HILL FRUEBRIG PRODUCTS: TRUEBRIG HANDI LWY-GURAD, BROCHET HIGHMERT HIGHMER HANNER. ACCEPTABLE PRODUCTS: TRUEBRIG HANDI LWY-GURAD
	JANTORS SAM (SK-1): 1 SING: R.DOR MOUNTE WHITE SINCE COMPARTMENT SIM 23'21-1/2'13-7/16', 34-3/4' OVERALL LECH, REQU MATE BARED ENAMEL STELL ANGLE LEGS SUP INTO MOUDED RETAINER, STRONG TO HOLD BOD POUNDS. LYCLING DEVICES ACCEPTABLE PRODUCTS. FAT (1-1, STRT-WILLING) 2 FAUCTE: COLD AND HOT BLOE HANGLES CHROME PLATED FAUCT ACCEPTABLE PRODUCTS. FAT A-1, TECK, OMEXO, DOC
	THE AT, TECH, DOWER, DALL MICHEN SHALLAN, DALLAN, DALLAN, THE ATTYLE DOZ STANKESS STELL, BAO MM (33%) X 11 SHK: DOUBLE COMPARITHENT, GROE 18-8 TYPE DOZ STANKESS STELL, BAO MM (33%) X SEG UM (27) X 20 UM (8) OUTSDE DIMENSIONE, BUCK LEDE, SELF RHAINE EDEC, RECESSED CENTRE PARTIDAL, PURCHHNGS TOR SPECIFID THM, BASKT STANKED DAWN ACCEPTRALE PRODUCTS: ADSTUDAE DAUGH AND COMPACINATION. ACCEPTRALE PRODUCTS: ADSTUDAE LEDISON-1, NR, AUERCHN STMORTO, DUXY, AM, LEMCANT 24 JAUCT (1010) DOL MOLTAGE V/ ALL STITME, CHERGE FINSH, ACCEPTRALE PRODUCTS: DELTA 110-44, FLOC, DARGE SCHW, CLAROL, DIAS DRAS, ACCEPTRALE PRODUCTS: DELTA 21 JAUCT (1010) DOL MOLTAGE // ALL STITME, CHERGE FINSH, ACCEPTRALE PRODUCTS: DELTA 21 JAUCT (1010) DOL MOLTAGE // ALL STIME, CHERGE FINSH, ACCEPTRALE PRODUCTS: DELTA 21 JAUCT (1010) DOL MOLTAGE // ALL STIME, FUNCT, 2-1/4 BUCK HANDLES, 2-HOLES, 4' CHERGE FINSH, ACCEPTRALE PRODUCTS: DECK MOLTAGE AND CONTECTIONER, ACCEPTRALE PRODUCTS: POWERS CANAL, DUXY, AND CHERGER AND CONTECTIONER, ACCEPTRALE PRODUCTS: POWERS CANAL, DUXY, AND CONTINUES MARKE AND CENTIFICAENT, ACCEPTRALE PRODUCTS: POWERS CANAL, DECK MOLTAGET, AND CENTRED CANALES, FORMEL PRODUCTS: POWERS CANAL, PLACE, MOLTAGET, ROUTS CANALES SUMPER & MOLTA, TECK SUPPRES: MALE STOPS MIN FLACERE RISE MOLTAGET, AND CENTRED CANALES FORMALE PRODUCTS: POWERS CANAL, ENDER RISE RUSH AND CENTRE FORMALE PRODUCTS: BRASS-CRAFT, EVCD, MOLDARE, POWERS CRAME, TECK
	DSHWASHER (DM-1): 1 WAYAG "JETCLEAM" MODEL MOBS 600A WHITE, 110/1/60
	SHOWER (SH-1): 1 CARKET, WHET REBERGASS WITH BELEGAT FINISH ONE PECE SHOWER STALL HEAVY REINFORCEMENT 35/30578-1/4 <sup>2</sup> CABRET WITH BASE, SUP RESISTINT BASE, FRONT RUNCE, SOAP TRAYSU SOIM STAMALESS STEEL STRUMER, ACCEPTABLE PROJECT: HITTE 3520, VALLEY. 2000F: RANALESS IS WIL (1/4) PAPERED SYETT CLUR POLSHED GLUSS, 2 <sup>2</sup> CAUSISHELE. ACCEPTABLE PRODUCTS: ACUTE 'A KSDA-235-305 HEAD/VALLE PRESSURE BLANCING WUNC WALK WITH CHECKSTOPS, LIVER HANDLE, SLIF-CLEANING LOW CONSUMPTION SHOKER HEAD WITH VOLWE CONTROL, SPARY ADJISTICHT MICHTER AT 78 <sup>th</sup> RSO/F, RINSI FLOOR, STANDER AGAN AND STAVED FUNCE ALL IN CHEMIC PILATE PINEH. ACCEPTABLE PRODUCTS: POWER GRAVE PILSH, STWIMONS, ACON
	RLOR GRAM (TD-1): 1 5° ROUND FLOOR DRAIN WITH NICKEL BRONZE STRAINER, 4° DISCINATE OUTLET, TRAP PRIMER, COMRECTION, CASI ROM NON-PLATED PARTS SIMLL BE COATED FOR RUST PREVENTION. ACCEPTABLE PRODUCTS: ZURN 24-211-B, AMEON CORDMETTE
1	Floor drawn (FD-2) : 1 $5^{\circ}$ round floor hub draw, $4^{\circ}$ dscharge outlet, trap primer, connection, cast from Non-Patter Datts Swell, be coardd for rust prevention, acceptagle products: zurn zn-415-5, ancom coronette
	HOSE RUBA (HA-1) :

- HOSE BIDB (HG-1): 1 DEVASED NON-FREEZE SELF DRAINING WALL HYDRANT WITH INTEGRAL VACUUM BREAKER. ACCEPTABLE PRODUCTS ZURY ZN-1300, ANCON
- HOSE BIBB (HB-2) : 1 FAUGET WITH HOSE DID SPOUT, TEE TYPE HANDLE AND SCREW ON VACUUM BREAKER ALL IN CHROME PLATE FINSH ACCEPTABLE PRODUCTS: EMCO 3711 WITH WAITS VACUUM BREAKER, CRAME
- REDUCED PRESSURE BACKFLOW PREVENTOR (RPBP) : .1 ACCEPTABLE PRODUCTS: WATTS SERIES 0090T.

ELECTRIC	DUCT HEAT	ER S	CHEDU	ILE	
UNIT #	SERMCE	ŨĨY	L/s	MAKE	NODEL
DH-1	GENERAL	1	755	THERMOLEC	SC / ST SE
NOTES					

(1) ELECTRONIC MODULATING DUCT THERMOSTAT (BY DMSION 15)

(2) PROVIDE FINE (SCR) CONTROLS, FACTORY DISCONNECT SWITCH, AND FLOW CONTROL SENSORS. (3) ALL HEATERS SUPPLIED AND INSTALLED BY DIVISION 15 C/W CONTROLS WRING. FEEDER PROVIDED

> APPROVED BY AH

CHECKED BY АН

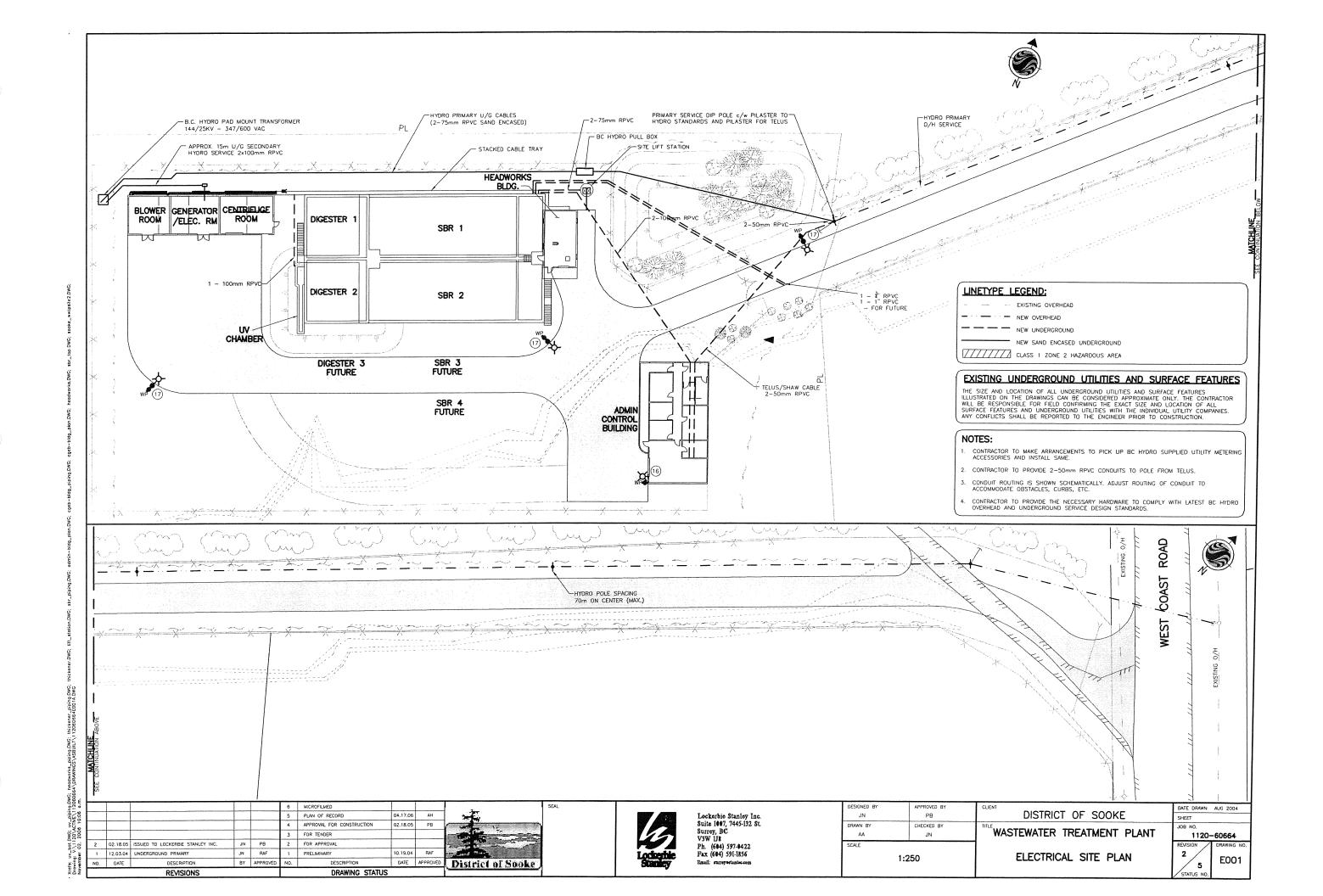
MECHA	NICAL LEGEND
	NEW DUCTWORK
{}	NEW ACOUSTICALLY LINED DUCTWORK
× ⊠	SUPPLY DIFFUSER
Ø	EXHAUST GRILLE
T	THERMOSTAT
$\otimes$	VARIABLE SPEED CONTROL
$\otimes$	BALANCE AIR TERMINAL TO INDICATED AIR QUANTITY A - CFM
	CONTROL WIRING
Dr A B C	AIR TERMINAL DESIGNATION: A - AIR TERMINAL SPEC. DESIGNATION B - AIR OUANTITY, CFM C - AIR TERMINAL SIZE, INS. D - QUANTITY (IF MORE THAN ONE)
Â	EQUIPMENT DESIGNATION
-0-	DOOR GRILLE
▶	NEW FIRE DAMPER
J	BALANCING DAMPER
·	COLD WATER PIPING
,	HOT WATER PIPING
,	SANITARY PIPING
·	STORM PIPING
FTC	FOOTING DRAIN PIPING
·	VENT PIPING
—ф	CLEANOUT

### <u>GENERAL NOTES :</u>

1. ALL DUCTWORK AND GRILLES TO BE THOROUGHLY CLEANED BEFORE INSTALLATION. COORDINATE THERMOSTAT LOCATIONS WITH ARCHITECT TO AVOID CONFLICT WITH FURNITURE AND WALL DETAILS. DO NOT LOCATE NEAR HEAT EMITTING DEVICES OR IN ACCESS OF DIRECT SUNJEHT.

- PROVIDE SEISMIC RESTRAINTS FOR ALL NEW EQUIPMENT SUCH AS UNIT HEATERS, FANS, HOT WATER TANKS, ETC.
- 4. BALANCE TO SPECIFIED AIRFLOWS.
- 5. PROVIDE 1" THERMAL DUCTWRAP C/W VAPOUR BARRIER ON O/A INTAKE DUCTWORK. WASHROOMS EXHAUST FAN EF-4 SHALL BE INTERLOCKED WITH FUME HOOD EXHAUST FAN EF-2 AS FOLLOWS:
   EF-4 RUNS CONTINUOSUST AT REGULAR OFFICE HOURS.
   WHEN EF-2 IS 'ON'. EF-4 SHALL BE RUN AT HALF SPEED AS SPECIFIED.
   WHEN EF-2 IS 'OF', EF-4 SHALL BE RUN AT HALF SPEED AS SPECIFIED.
   WHEN EF-2 IS 'OF', EF-4 SHALL BE RUN AT HALF SPEED AS SPECIFIED.
- 7. COORDINATE WITH ARCHITECT FOR O/A AND EXHAUST LOUVER INSTALLATION.
- 8. CONTRACTORS TO CHECK AND VERIFY AVAILABILITY OF EQUIPMENT DURING TENDER PERIOD. ALLOW FOR SHIPPING COSTS TO MEET PROJECT SCHEDULE.
- 9. ALL DUCTWORK IN ATTIC SPACE IS TO BE INSULATED.

	TIF			SOOKE	DATE DRAWN SHEET JOB NO. 1120- REMISION	FEB. 18,2005
	[	DISTRIC	T OF	SOOKE	SHEET	FEB. 18,2005
c	LIENT			T	DATE DRAWN	FEB. 18,2005
AND C	DHNECTED BY DIMSION	ŧ 1 <del>6</del> .				
SERIES	24	600/3/60	1, 2, 3			
L	HEATING CAP. (KW)	ELECTRICAL (V/PH/HZ)	NOTES			
				]		



	SYMBOL SCHEDULE
	SURFACE MOUNTED FLUORESCENT LUMINAIRE
	RECESSED FLUORESCENT LUMINAIRE
	CEILING MOUNTED FLUORESCENT STRIP LUMINAIRE
S X	LUMINAIRE ON EMERGENCY CIRCUIT
X	RECESSED LUMINAIRE
¤	SURFACE MOUNTED LUMINAIRE
Ŕ	WALL MOUNTED LUMINAIRE
Ø	CEILING MOUNTED EXIT LIGHT (ARROW INDICATES DIRECTION)
+⊠l	WALL MOUNTED EXIT LIGHT (ARROW INDICATES DIRECTION)
-6-	LINE VOLTAGE SWITCH
K¢≏	2-GANG LINE VOLTAGE SWITCH
<del>~</del> 3	THREE WAY SWITCH
	DIMMER SWITCH
1.0	EMERGENCY LIGHTING BATTERY PACK
44	DUAL EMERGENCY LIGHTING REMOTE HEAD
(41)	LUMINAIRE FIXTURE TYPE. SEE FIXTURE SCHEDULE
	DUPLEX RECEPTACLE (DOT DENOTES ABOVE COUNTER)
t⊕ SP	SURGE PROTECTION RECEPTACLE
₩P	WEATHER PROOF RECEPTACLE
🗢 GF	GROUND FAULT RECEPTACLE
¢⇔ EP	EXPLOSION PROOF RECEPTACLE
Ф	SINGLE RECEPTACLE
•	SPLIT CIRCUIT RECEPTACLE
\$	FOURPLEX RECEPTACLE
	PANELBOARD RECESS MOUNTED
2002	PANELBOARD SURFACE MOUNTED
1	MOTION SENSOR (PIR)
K	DSC KEYPAD (SECURITY SYSTEM)
M	MAGNETIC DOOR CONTACT

-

TYPE	DESCRIPTION	PRODUCT #
10	PEERLESS 2x32 W/T8 WET/DAMP LOCATIONS	DCC-4-232-120-ES
(1)	COLUMBIA LIGHTING 4' SUSPENDED HEAVY DUTY INDUSTRIAL FLUORESCENT LUMINAIRE	CSR4-232-U-EB8120-CSH0 WG4
(12)	COLUMBIA LIGHTING 4' CEILING MOUNTED 1×4 LUMINAIRE	ST814Z3ZGFSA12-EB8120
(13)	COLUMBIA LIGHTING CEILING MOUNTED 2x2 LUMINAIRE	ST822232UG-FSA12-EB8120
14	HUBBELL LIGHTING PARIMALITER II WALL MOUNTED LUMINAIRE	PVL-175H-128-PVLV
(15)	HUBBELL LIGHTING KEMLUX II CLASS I DIV.2 METAL HALIDE PULSE START, 3/4" PENDANT MOUNTED LUMINAIRE	KH17W6GPZ-1-6
(16)	HUBBELL LIGHTING KEMLUX II METAL HALIDE PULSE START WALL MOUNTED LUMINAIRE	KH17W6CWZ-1-7
17	HUBBELL LIGHTING KEMLUX II METAL HALIDE PULSE START P' HIGH GALVANIZED STEEL POLE MOUNTED LUMINAIRE	KH17W6GD5-1-7
18	HUBBELL LIGHTING XP SERIES CLASS I DIV.2 12VDC HAZARDOUS ENVIRONMENT EMERGENCY LIGHTING	XP12100C1D22H-WG
(19)	HUBBELL LIGHTING N4 SERIES NEMA4, 12VDC, INDUSTRIAL EMERGENCY LIGHTING	N4121002S8H
20	EMERGENCY LAMP HEADS	S12H12
21	LUMACELL EXIT SIGN	LER400-C860
30	HUBBELL 2×4' T8 #A12 LENS SURFACE MOUNT FLUORESCENT	-
50	PRESECUTE FLUORESCENT DOWNLIGHT WITH 1/26 DTT CF LAMP C/W DIMMING BALLAST	CFQ826EB-DIM STF802

#### GENERAL NOTES

- (1-0FF).

		REVISIONS				DRAWING STATUS	S				•				
NO.	DATE	DESCRIPTION	BY	APPROVED	N0.	DESCRIPTION	DATE	APPROVED	District of Sooke		Stanley	Email: surreyestantoc.com		13	
1	02.18.05	ISSUED TO LOCKERBIE STANLEY INC.	JN	PB	1	PRELIMINARY			The states		Lockenhie	Fax (604) 591-1856	N N	TS	ELECT
					2	FOR APPROVAL						Ph. (604) 597-0422	SCALE		1
					3	FOR TENDER					125	Surrey, BC V3W 1/8	HG	JN	WAS
					4	APPROVAL FOR CONSTRUCTION	02.18.0	5 P8	· · · · ·			Suite 1007, 7445-132 St.	DRAWN BY	CHECKED BY	TITLE
					5	PLAN OF RECORD	04.17.0	6 AH	Jac La Contra Cont			Lockerbie Stanley Inc.	JN	PB	
					6	MICROFILMED			+5	SEAL			DESIGNED BY	APPROVED BY	CLIENT

 $\bigcirc$ 

20\ACTIVE\11206066 2006 10:10 a.m.

Drawing: Novembe

1. CABLE SCHEDULE DOES NOT INCLUDE ALL CABLES. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CABLES REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.

2. CABLE, CONDUITS, CONNECTIONS TO OWNER PURCHASED PROCESS EQUIPMENT FROM LCP'S AND PANELBOARDS ARE NOT SHOWN AND ARE THE RESPONSIBILITY OF THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL CONDUITS, CABLE AND CONNECTIONS AS REQUIRED BY CODE, TO SERVICE BOTH POWER AND CONTROLS. REFER TO THE VENDOR INFORMATION INCLUDED IN THE CONTRACT. ANY ADDITIONAL COMPONENTS REQUIRED TO MAKE A COMPLETE AND OPERABLE SYSTEM MUST BE ALLOWED FOR ALLOWED FOR.

CABLE, CONDUITS, CONNECTIONS TO MISCELLANEOUS MECHANICAL AND HVAC EQUIPMENT IS THE RESPONSIBILITY OF THIS CONTRACT. ANY ADDITIONAL COMPONENTS REQUIRED TO MAKE A COMPLETE AND OPERABLE SYSTEM MUST BE ALLOWED FOR.

4. VARIOUS PUMPS/MIXERS/MOTORS ETC. SHALL BE SUPPLIED COMPLETE WITH MOTOR TEMPERATURE, SEAL LEAK PROTECTION, LOCAL ELECTRICAL CONTROLS AND/OR INTERLOCKS. IT IS THE RESPONSIBILITY OF THIS CONTRACT TO INCORPORATE ALL OF THESE INTO THE MOTOR CONTROL. (THE CABLE SCHEDULE PROVIDED IS A GUIDE ONLY AND DOES NOT IDENTIFY COMPOSITE CABLE AND/OR INTERLOCK/CONTROL CABLE REQUIREMENTS). ANY ADDITIONAL CABLE REQUIRED TO MAKE A COMPLETE AND OPERABLE SYSTEM MUST BE ALLOWED FOR.

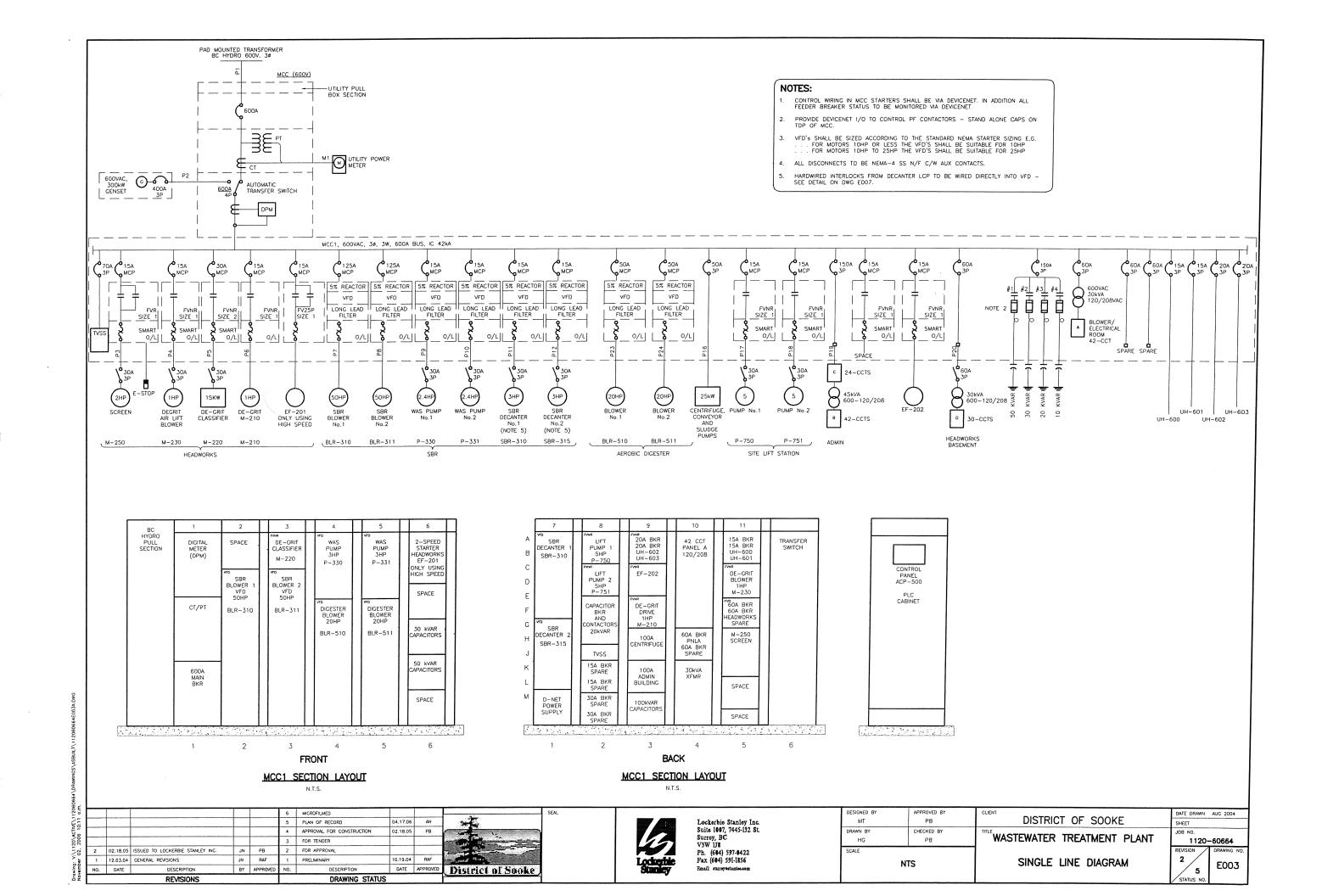
5. THE CABLE SCHEDULE DOES NOT IDENTIFY DATA COMMUNICATIONS ETHERNET CATSE, MODBUS, TELEPHONE & INTERCOM, FIRE ALARM, CARD ACCESS AND SECURITY. REFER TO THE INSTRUMENTATION / ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL MAKE PROVISION FOR THIS.

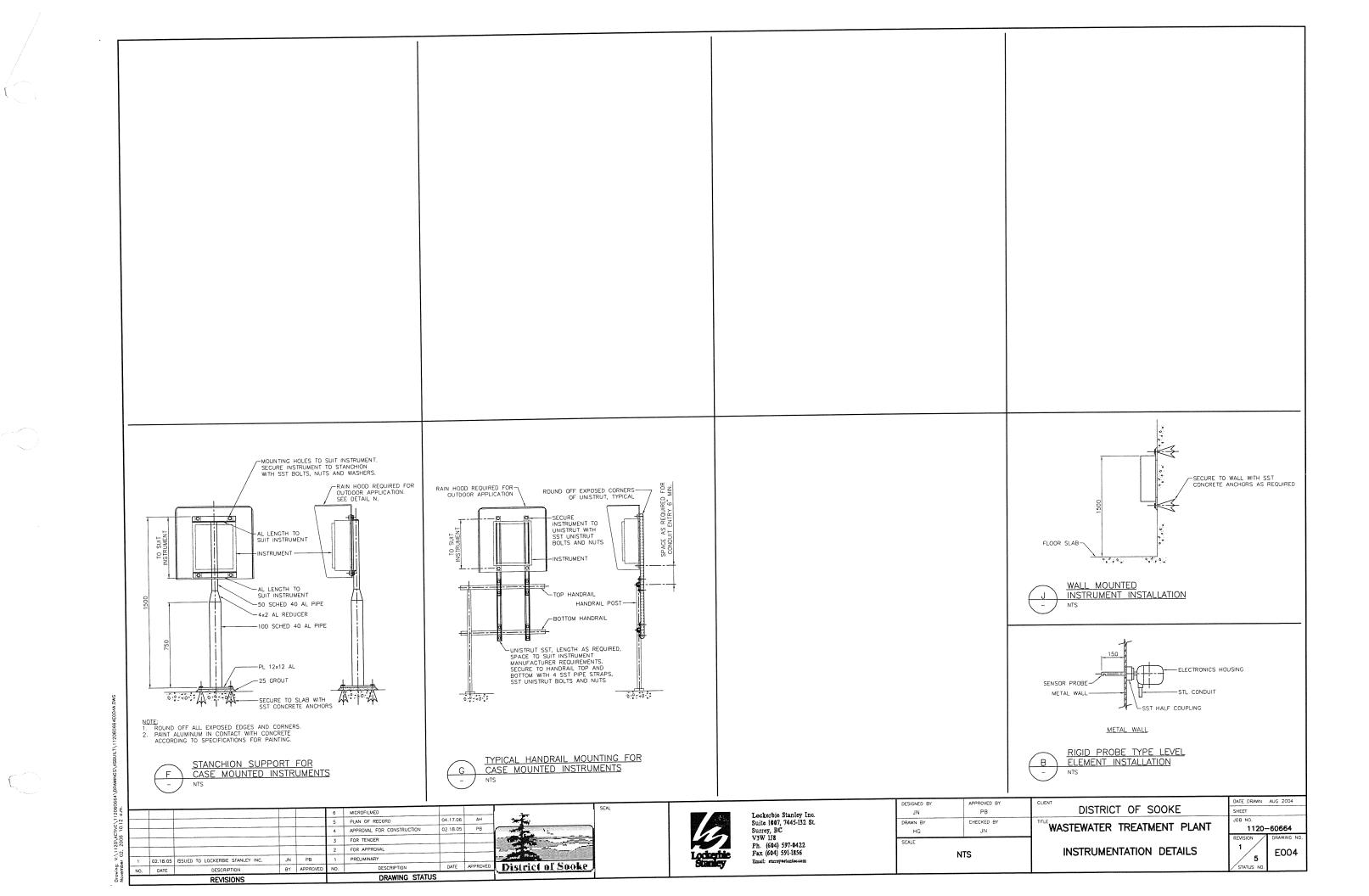
6. CONDUITS ARE TO BE RUN IN SLAB AND INSIDE BLOCK-WALL WHEREVER POSSIBLE.

THE MINIMUM CABLE TRAY SIZE SHALL BE 200 MM OR AS REQUIRED BY CODE. CABLE TRAY IN CLASSIFIED AREAS SHALL BE REINFORCED FIBERGLASS COMPLETE WITH STAINLESS STEEL SUPPORTS. ALL OTHER TRAY SHALL BE ALUMINUM.

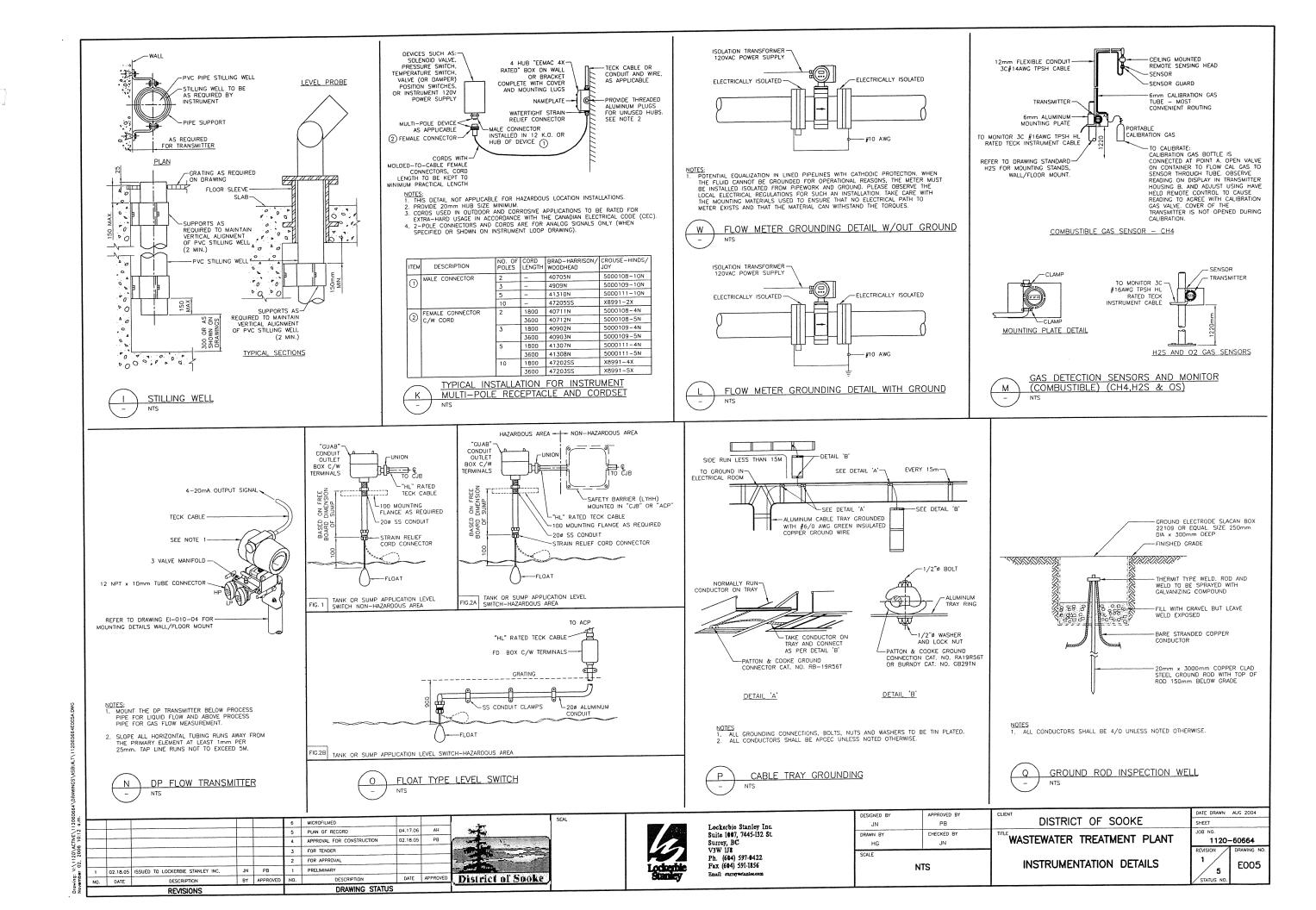
8. PLANT SECURITY SHALL TAKE THE FORM OF A DSC INTRUSION SYSTEM USING DOOR CONTACTS AND PIR MOTION SENSORS. ARM/DISARM KEYPADS SHALL BE LOCATED AT THE MAIN ADMINISTRATION BUILDING (2-OFF) AND THE MAIN ELECTRICAL ROOM (1) OFC)

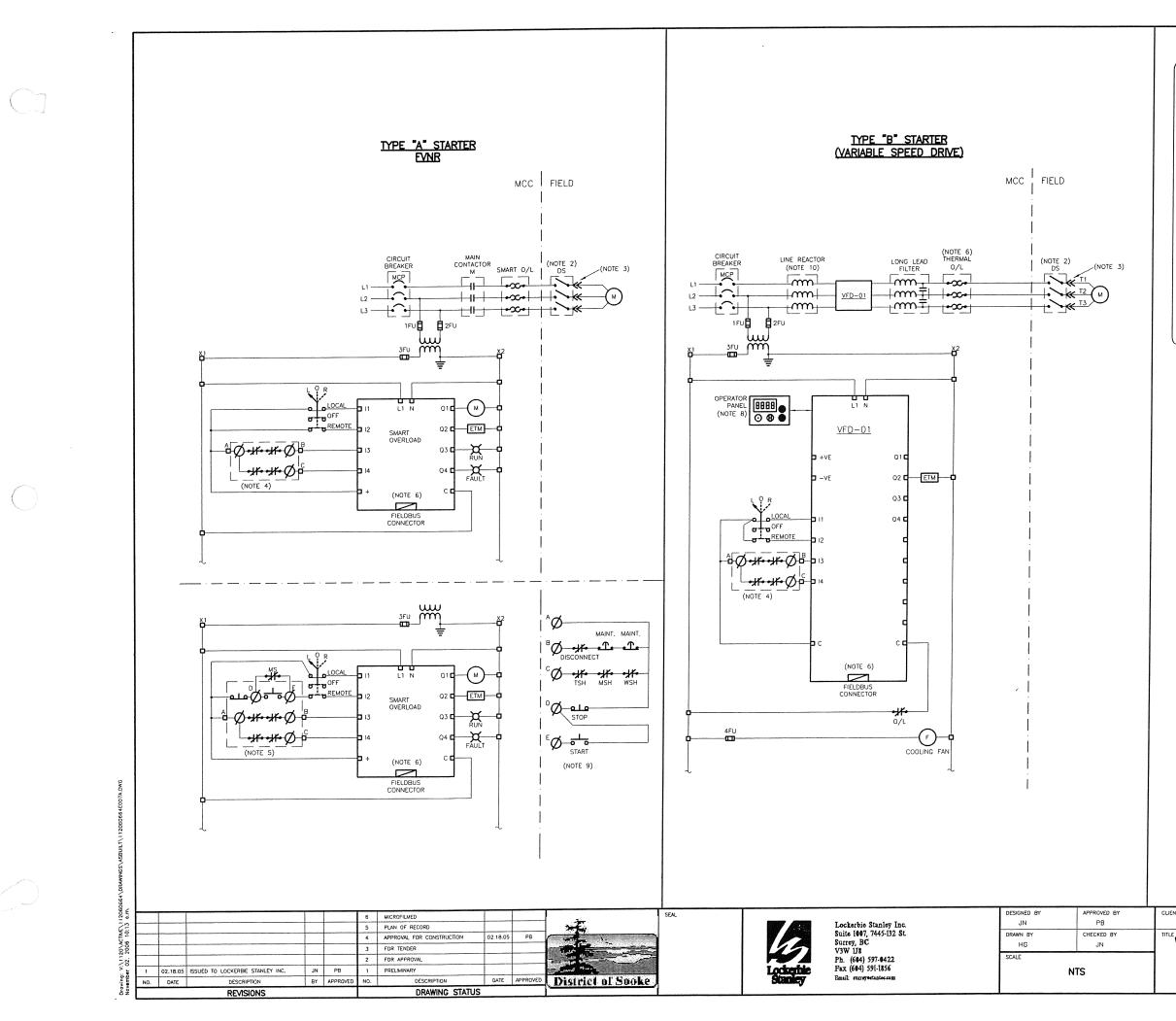
		DATE DRAWN	AUG 2004
_	DISTRICT OF SOOKE	SHEET	
	WASTEWATER TREATMENT PLANT	JOB NO.	
	WASTEWATER TREATMENT PLANT		-60664
		REVISION	DRAWING NO.
	ELECTRICAL LEGEND & SCHEDULES	1 5	E002
_		STATUS NO.	

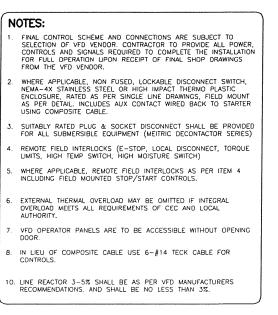


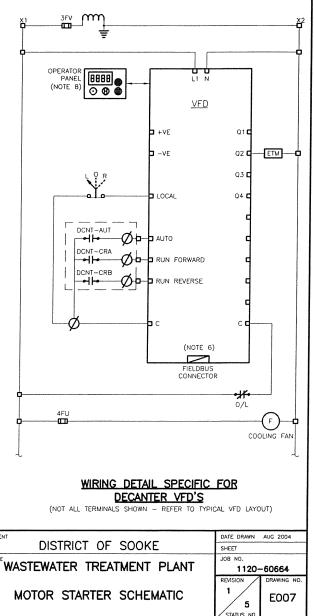


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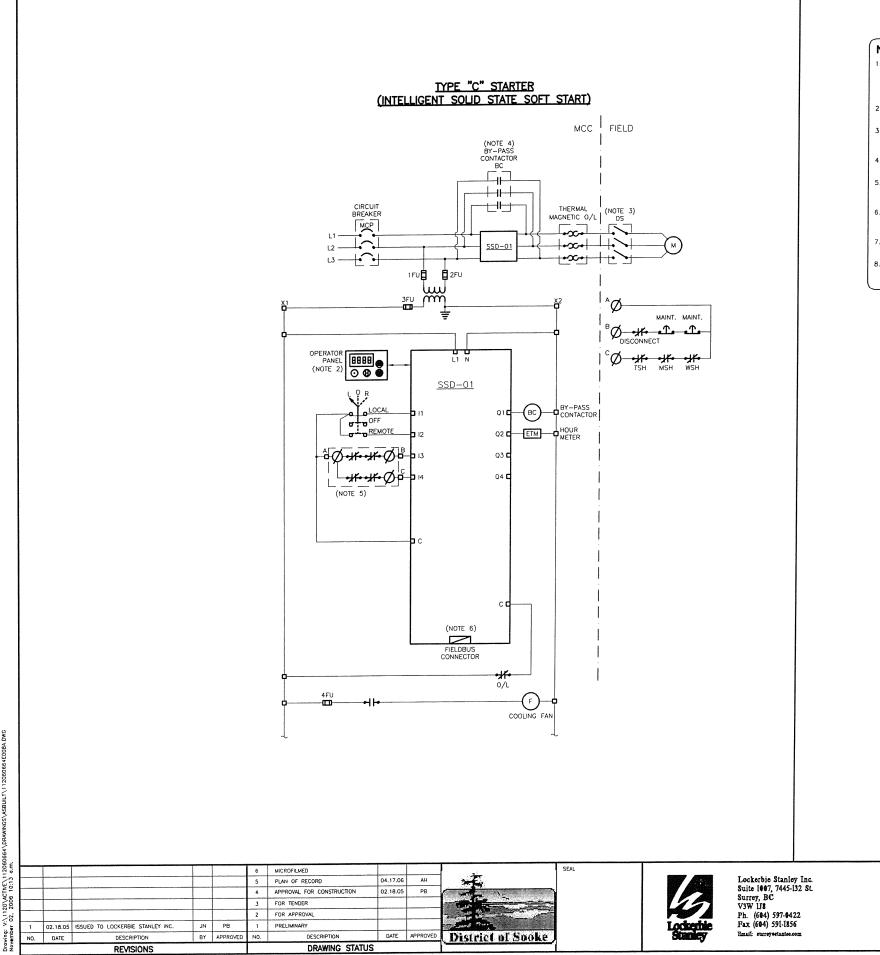












# NOTES: FINAL CONTROL SCHEME AND CONNECTIONS ARE SUBJECT TO SELECTION OF SSD VENDOR. CONTRACTOR TO PROVIDE ALL POWER, CONTROLS AND SIGNALS REQUIRED TO COMPLETE THE INSTALLATION FOR FULL OPERATION UPON RECEIPT OF FINAL SHOP DRAWINGS FROM THE SSD VENDOR. 2. SOFT START OPERATOR PANELS ARE TO BE ACCESSIBLE WITHOUT OPENING DOOR. SUITABLY RATED PLUG & SEOCKET DISCONNECT SHALL BE PROVIDED FOR ALL SUBMERSIBLE EQUIPMENT (MEITRIC DECONTACTOR SERIES). BY-PASS CONTACTOR SHALL BE PROVIDED FOR HP RATINGS ABOVE 10HP. NON FUSED, LOCKABLE DISCONNECT SWITCH, NEMA-4X STAINLESS STEEL, RATED AS PER SINGLE LINE DRAWINGS. INCLUDES AUX CONTACT WIRED BACK TO STARTER USING COMPOSITE CABLE. REMOTE FIELD INTERLOCKS (E-STOP, LOCAL DISCONNECT, TORQUE LIMITS, HIGH TEMP SWITCH, HIGH MOISTURE SWITCH) 7. EXTERNAL THERMAL MAGNETIC OVERLOAD MAY BE OMITTED IF INTEGRAL OVERLOAD MEETS ALL REQUIREMENTS OF CEC. SUBMERSIBLE MOTORS SHALL BE SUPPLIED WITH MOISTURE AND TEMPERATURE PROTECTION MODULES. STARTERS AND CONTROLS SHALL BE CONFIGURED TO SUIT.

PPROVED BY

P8

CHECKED BY

JN

DESIGNED BY

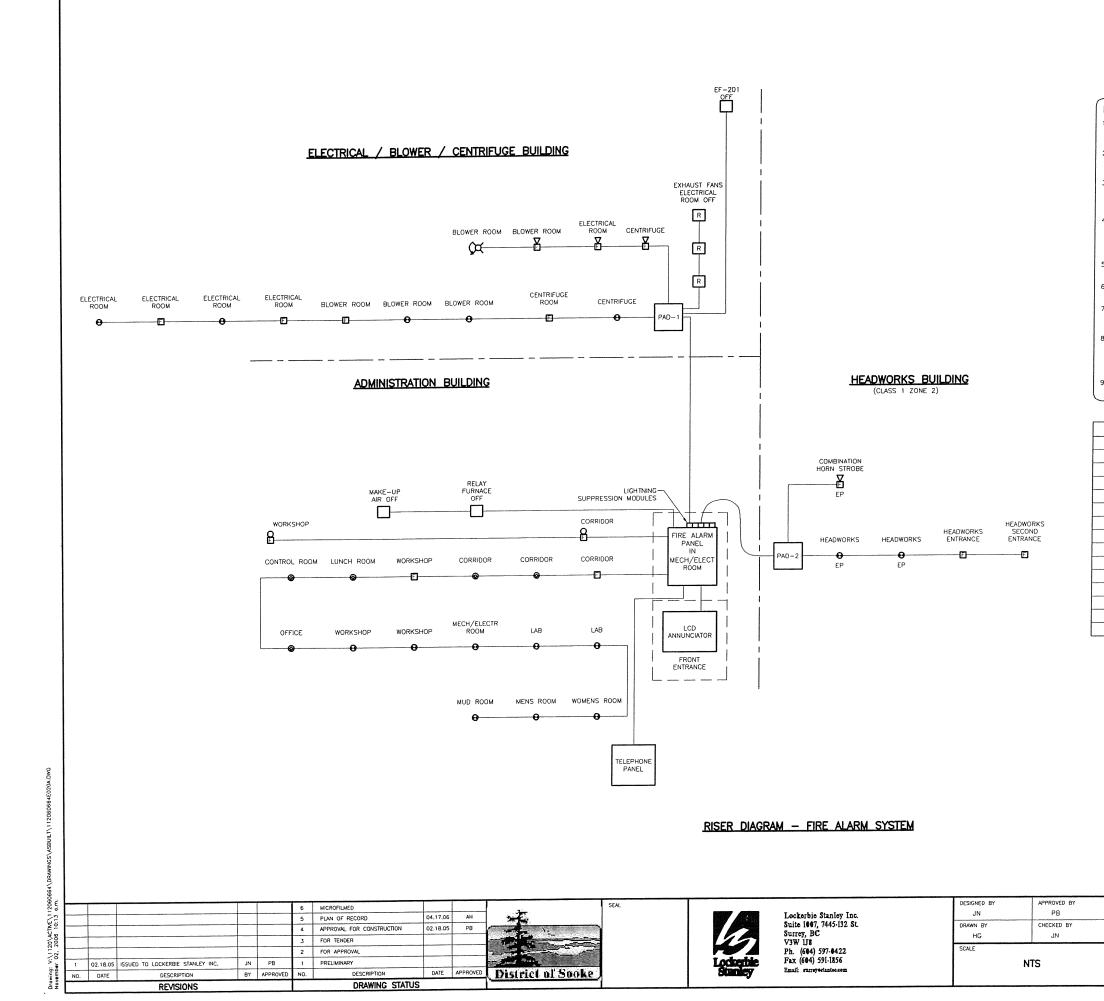
JN

DRAWN BY

HG

SCALE

CLIENT	DATE DRAWN	AUG 2004
DISTRICT OF SOOKE	SHEET	
TITLE MAATER TREATMENT OLANT	JOB NO.	
WASTEWATER TREATMENT PLANT	1120-	-60664
	REVISION	DRAWING NO.
MOTOR STARTER SCHEMATICS	1	F008
	5	2000
	STATUS NO.	

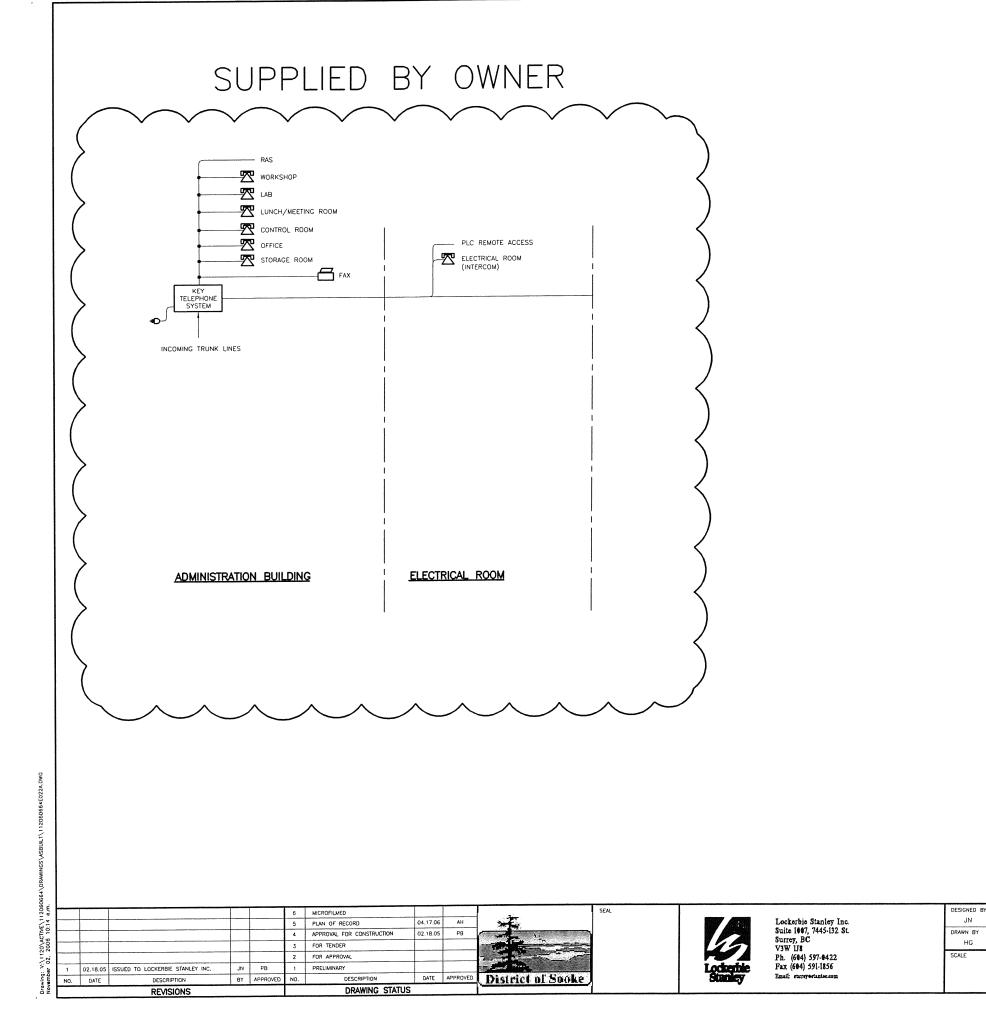


### NOTES:

1.	PROVIDE A FIRE DETECTION SYSTEM COMPLETE WITH ALL CONDUIT AND WIRE, WIRING DEVICES, DETECTORS, POWER SUPPLIED AND ALL INTERFACES TO COMPLETE THE SYSTEM DESCRIBED AND DETAILED IN SPECIFICATIONS AND DRAWINGS.
2.	FIRE ALARM SYSTEM SHALL BE SINGLE-STACE, ZONED, NON-CODED, INDICATING, (LOCAL ANNUNCIATOR) AND GENERAL ALARM SYSTEM AS REQUIRED BY LOCAL FIRE REGULATIONS.
3.	CONTRACTOR TO PROVIDE ALL POWER, CONTROLS AND SIGNALS REQUIRED TO COMPLETE THE SYSTEM FOR FULL OPERATION UPON RECEIPT OF FINAL SHOP DRAWINGS FROM FIRE ALARM SYSTEM VENDOR. ALL INPUTS SHALL BE SUPERVISED UTILIZING "CLASS B" LOOPS.
4.	REFER TO THE FOLLOWING DRAWINGS FOR LAYOUT DETAILS: E100 - ADMIN, BUILDING
	E200 - HEADWORKS AND SOLIDS HANDLING BUILDING
	E601 - CENTRIFUGE E600 - ELECTRICAL/BLOWER BUILDING
5.	COMPLETE SYSTEM TO BE SUPERVISED AGAINST FAILURE OF OPERATING POWER, OPEN CIRCUITS AND GROUND FAULT.
5.	PROVIDE MONITOR MODULES AND OUTPUTS FOR CONTROL OF AUXILIARY EQUIPMENT SUPPLIED AND INSTALLED BY DIV.15 HVAC.
7.	BEFORE PROCEEDING WITH THE INSTALLATION, SUBMIT TO THE CONSULTANT FOR REVIEW/APPROVAL A COMPLETE DETAILED PROPOSAL SHOWING ALL WIRING CONNECTIONS FROM END TO END FOR EACH COMPONENT OF THE SYSTEM.
3.	UPON COMPLETION OF THE INSTALLATION, ALL EQUIPMENT SHALL BE STARTED UP BY A QUALIFIED REPRESENTATIVE FROM THE SUPPLIER AND ALL OPERATIONAL TESTS CARRIED OUT TO THE SATISFACTION OF THE ENGINEER. PROVIDE CERTIFICATION AS PER CAN4-S537-B6 FOR PERFORMANCE VERIFICATION OF FIRE ALARM SYSTEM INSTALLATIONS.
1.	PROVIDE ON-SITE TESTING AND TRAINING AS DESCRIBED IN SPECIFICATIONS.

	SYMBOL SCHEDULE
E	FIRE ALARM BREAKGLASS STATION (MSI-51BC)
EEP	FIRE ALARM BREAKGLASS STATION (MS-EP-C))
ED	BELL (MBDC-10-C)
ĒM	HORN (MT-12/24)
€∕€P	HORN (304GCX-024)
8	RATE OF RISE HEAT DETECTOR. (FPT-11C)
<b>⊖</b> EP	FIXED TEMPERATURE FIRE ALARM (DT-140EP-C) THERMAL DETECTOR
0	PRODUCTS OF COMBUSTION FIRE DETECTOR (FP-11C)
۲	DUCT SMOKE DETECTOR (AD-11XPRC)
	FIRE ALARM PANEL/ANNUNCIATOR
M	END-OF-LINE RESISTOR (EL-300C)
FS	SPRINKLER FLOW SWITCH
(VM)	SPRINKLER VALVE MONITOR
EP	EXPLOSION PROOF
(X	STROBE

	DATE DRAWN	AUG 2004
DISTRICT OF SOOKE	SHEET	
TITLE WAATER TREATMENT OF ANT	JOB NO.	
WASTEWATER TREATMENT PLANT	1120-	-60664
	REVISION	DRAWING NO
FIRE ALARM SYSTEM	1/	E020
RISER DIAGRAM	5	LUZU
	STATUS NO.	



 $(\bigcirc)$ 

C

HG ALE NTS

APPROVED BY

PB

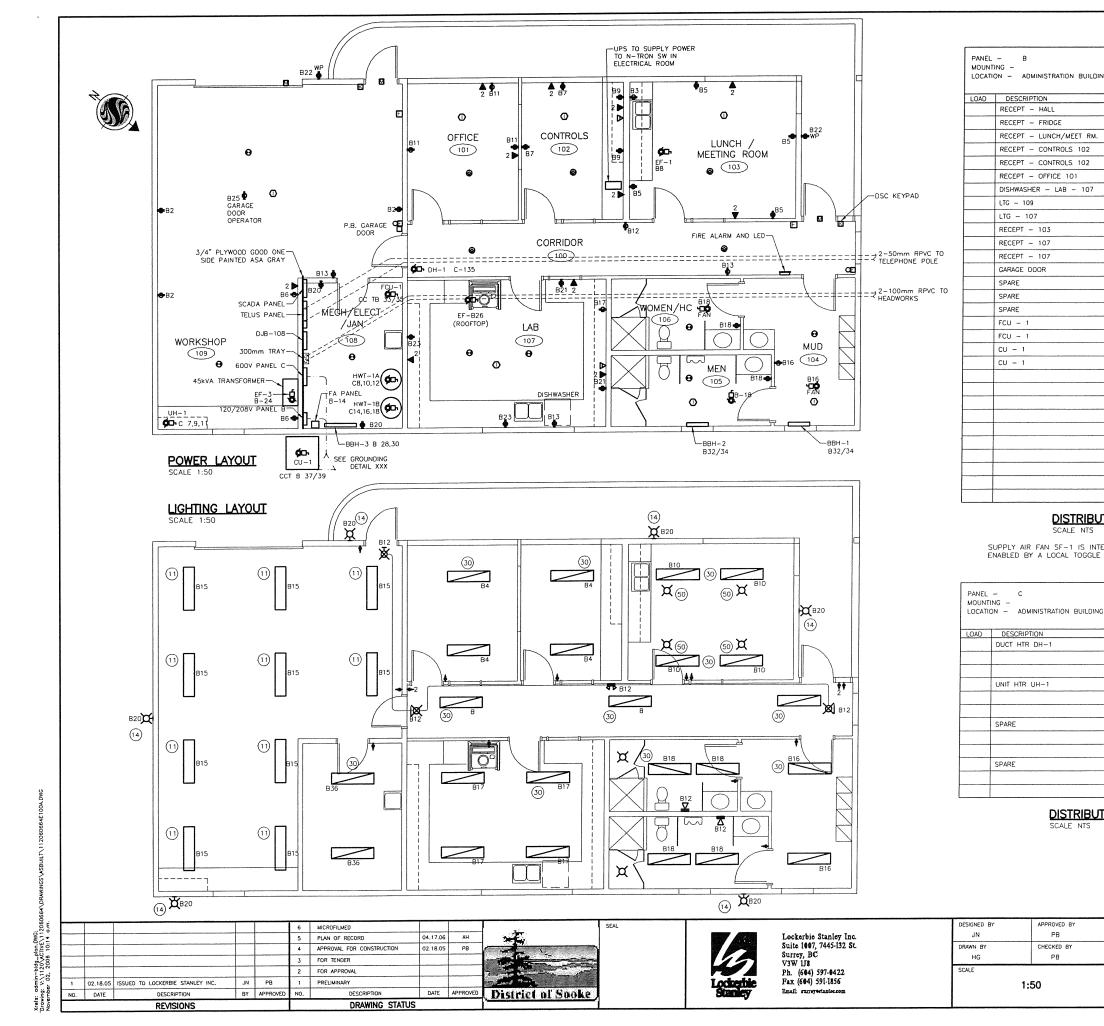
CHECKED BY

JN

#### NOTES:

- 1. REFER TO BUILDING LAYOUT DRAWINGS FOR EXACT LOCATION OF PHONE SETS.
- 2. CONTRACTOR TO PROVIDE ALL POWER, CONTROL AND SIGNAL CONNECTORS REQUIRED AND ALL EQUIPMENT FOR A COMPLETE AND FUNCTIONAL TELEPHONE SYSTEM.

CLIENT	DATE DRAWN AUG 2004
DISTRICT OF SOOKE	SHEET
WASTEWATER TREATMENT PLANT	JOB NO.
WASIEWAIER IREAIMENT PLANT	1120-60664
	REVISION DRAWING NO
TELEPHONE SYSTEM	
BLOCK DIAGRAM	5
	STATUS NO.



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4G CO	RRIDC	R					MAIN	5 – 120/208V, 3ø, 4W BUS – 225A BREAKER – 125A	
	BKR	1	С	IR	ου	IT	BKR	DESCRIPTION	LOAD
	15	1		•	H	- 2		RECEPT - WORKSHOP 109	
	15	3		-		- 4	15	LTC - OFFICE 101, CONTROL 102, MEET RM. 103	
103	15	5		-	-	► 6	15	RECEPT - 109	
	15	7				- 8	15	EF-1	
	15	9	_	H		- 10	15	LTG - 103	
	15	11	_			- 12	15	EXIT EMERGENCY LIGHTS	
	15	13	-	H	-	- 14	15	FIRE ALARM	
	15	15		Н	+	- 16	15	LTG & RECEPT - 104	
	15	17	-	$\square$	+	- 18	15	RECEPT - WASHROOMS	
	15	19	-	Η	+	- 20	15	LTG - OUTSIDE	
	15	21	-	-	4	- 22	15	RECEPT - O/S ADMIN BLDG.	
	15	23	-		+	- 24	15	EF-3	
	15	25	-	-	+	- 26	20	EF-2	
	15	27	-	-	4	- 28	20 -	BASE BOARD	
	15	29	-	-		- 30	20-	HEATERS	
	15	31	-	+	+	- 32	20-	BASE BOARD	
	15	33	-	-	+	- 34	20-	HEATERS	
	15	35	4	+	+	- 36	15	LIGHTING - ELECT ROOM	
	15	37	-	+	+	- 38	15	SPARE	
	15	39	-	+	+	- 40	15	SPARE	
		41	4	+	+	- 42	15	SPARE	
		43	-	4	+	- 44			
		45	-	+	+	- 46			
		47	-	+	•	- 48			
		49	+	+	+	- 50			
		51	+	+	+	- 52			
		53	+	+	┢	- 54			
		55 -	-	+	+	- 56			
		57 -	+	∔	+	- 58			
		59 -	_	1	↓	- 60			

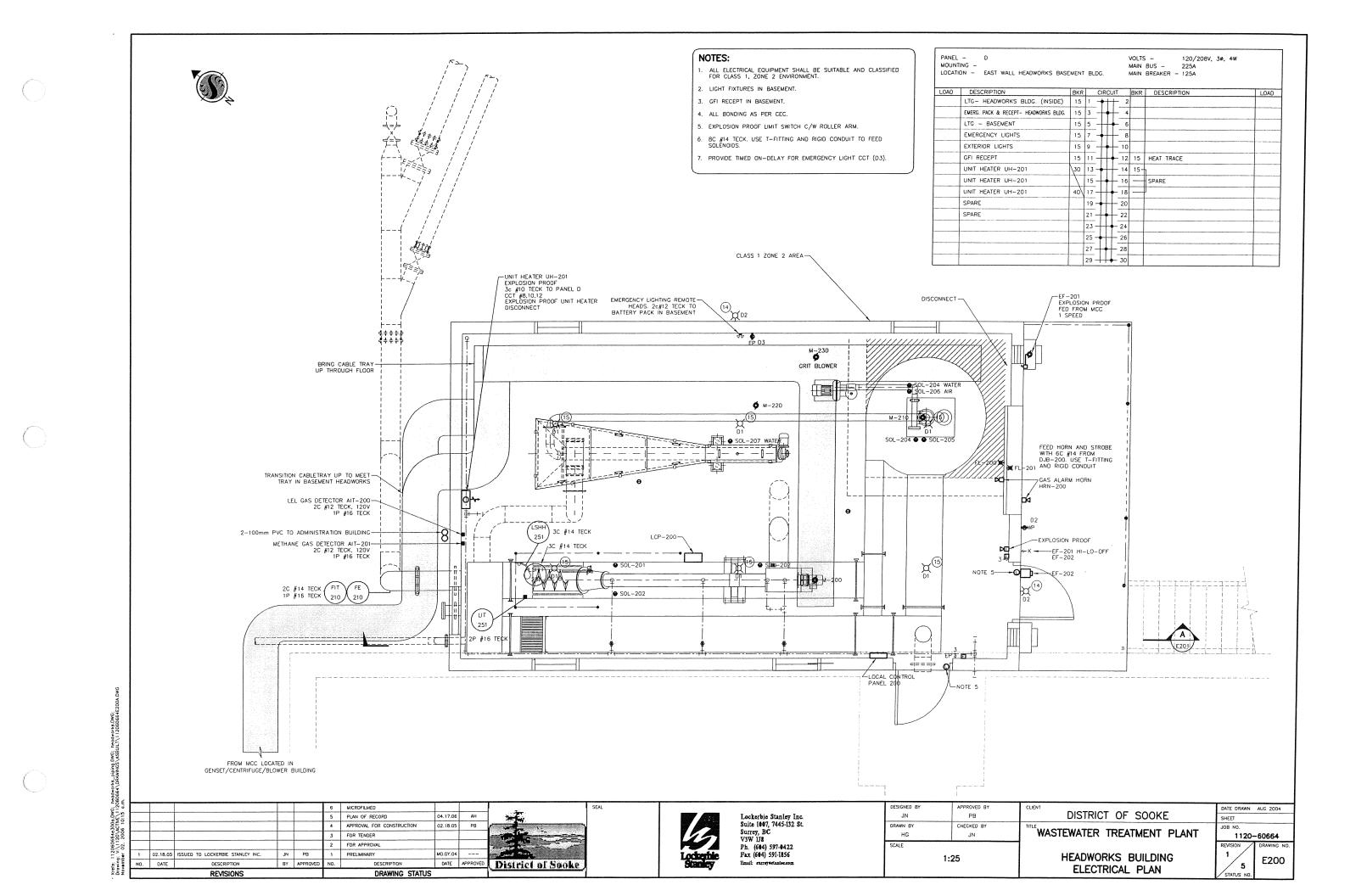
### DISTRIBUTION PANEL LAYOUT

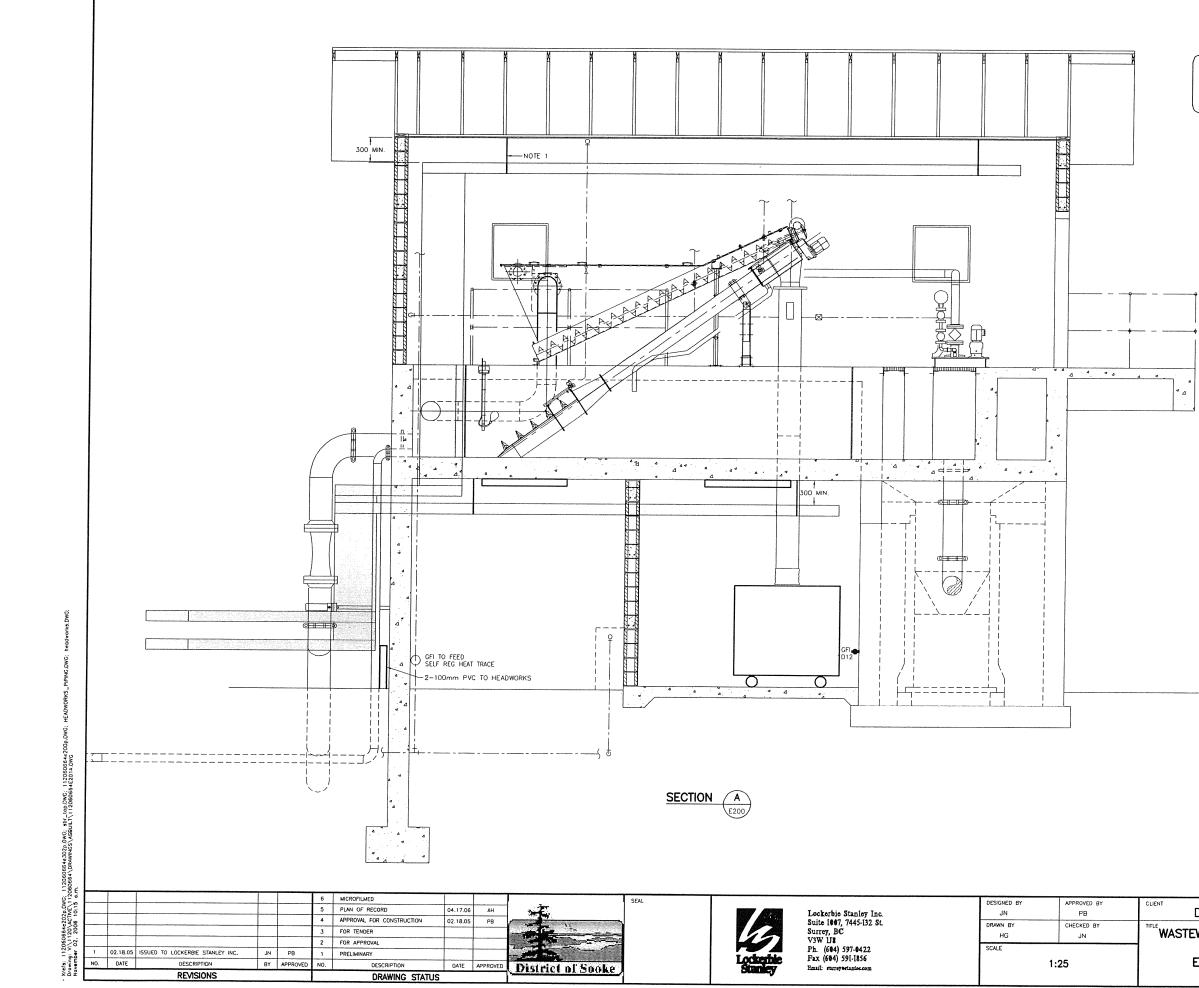
SUPPLY AIR FAN SF-1 IS INTERLOCKED WITH EXHAUST FAN EF-2 (WHEN EF-2 IS ENABLED BY A LOCAL TOGGLE SWITCH AT THE HOOD, SF-1 IS ENABLED.

_			_								
VOLTS – 600V. 3ø, 3W MAIN BUS – 200A 3 MECH/ELECT ROOM MAIN BREAKER – 200A											
_	E	3KR		CIR	сυ	IIT		BKR	DESCRIPTION	LOAD	
	ł	40	1	+		+-	2	60-	45KVA TRANSFORMER		
	+		3	+	•	μ.	4		& PANELBOARD B		
	Ļ		5	+	Н	-	6		ł		
	ł	20	7	-	$\left  \right $	-	8	20-	HOT WATER HTR HWT-1		
	+		9	+	•		10				
	4		11	+	-	-	12		J		
	F	15	13	-	H		14	20-	HOT WATER HTR HWT-2		
			15	+	┥┤		16				
	4		17	+	-	-	18				
	F	20	19	-	H		20				
	+		21	+	-	_	22		SPACE		
	4		23		-	-	24				

## DISTRIBUTION PANEL LAYOUT

CLIENT	DATE DRAWN	AUG 2004			
DISTRICT OF SOOKE	SHEET				
TITLE MAATER TREATMENT OF ANT	JOB NO.				
WASTEWATER TREATMENT PLANT	1120-60664				
	REVISION	DRAWING NO.			
ADMINISTRATION BUILDING	1/	E100			
ELECTRICAL PLAN	5	2100			
ELECTRICAL FLAN	STATUS NO.				



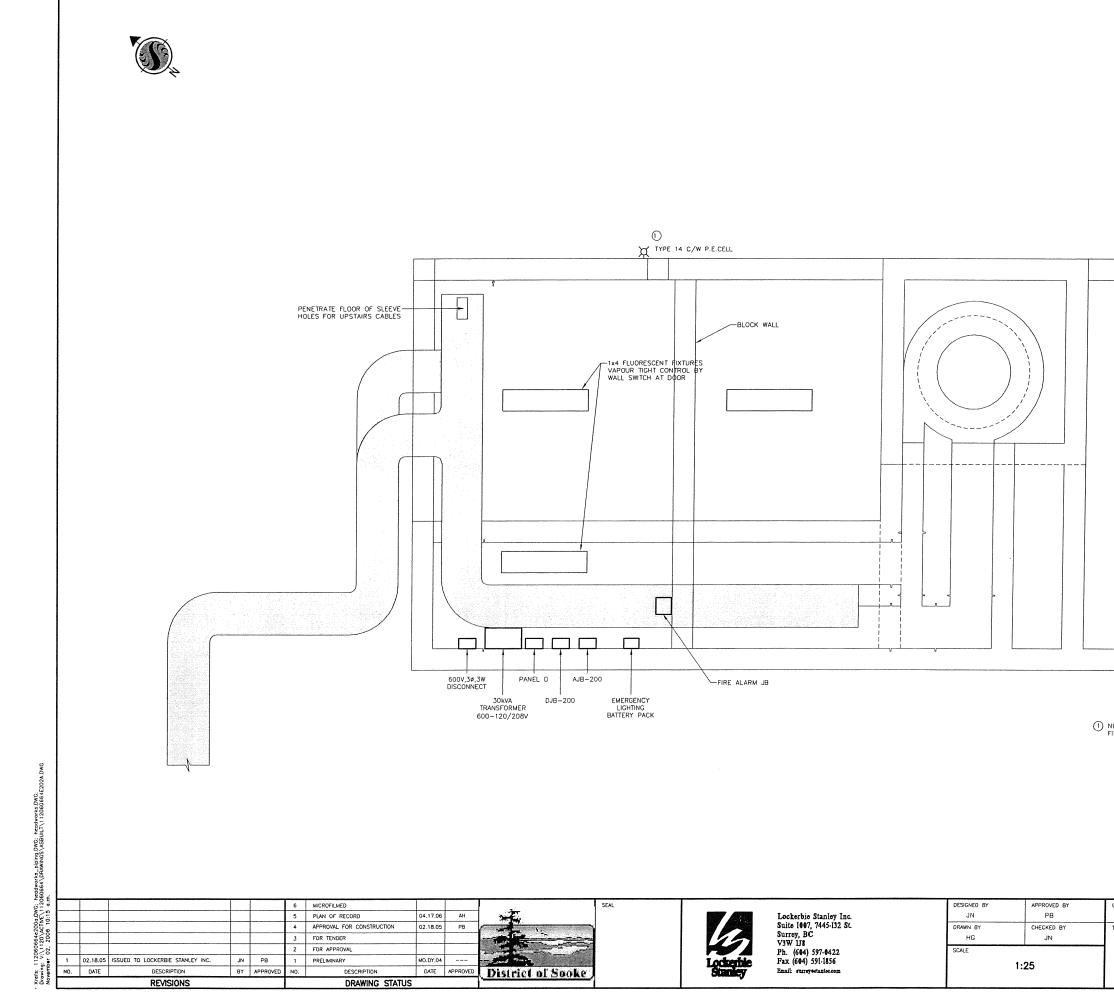


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### NOTES:

- 1. UNISTRUT AND THREADED ROD HANGERS AS PER SEISMIC CODE.
- 1×4 FLUORESCENT VAPOUR-TIGHT CONTROLLED BY WALL SWITCH BY DOOR.

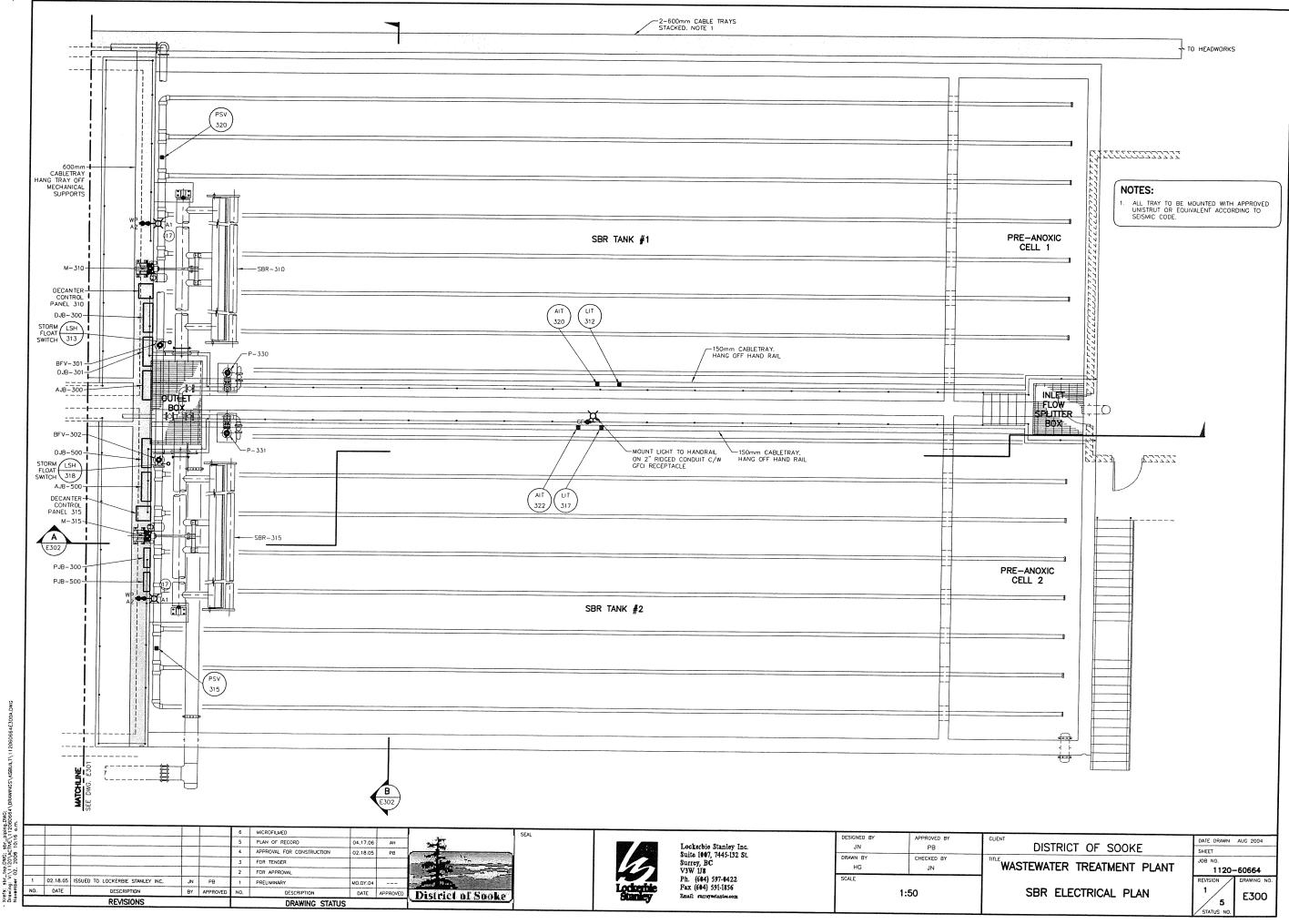
	DATE DRAWN JAN 2005
DISTRICT OF SOOKE	SHEET
WASTEWATER TREATMENT PLANT	JOB NO.
	1120-60664
HEADWORKS	REVISION DRAWING NO.
ELECTRICAL SECTION	<sup>1</sup> / <sub>-</sub> E201
	5 STATUS NO.

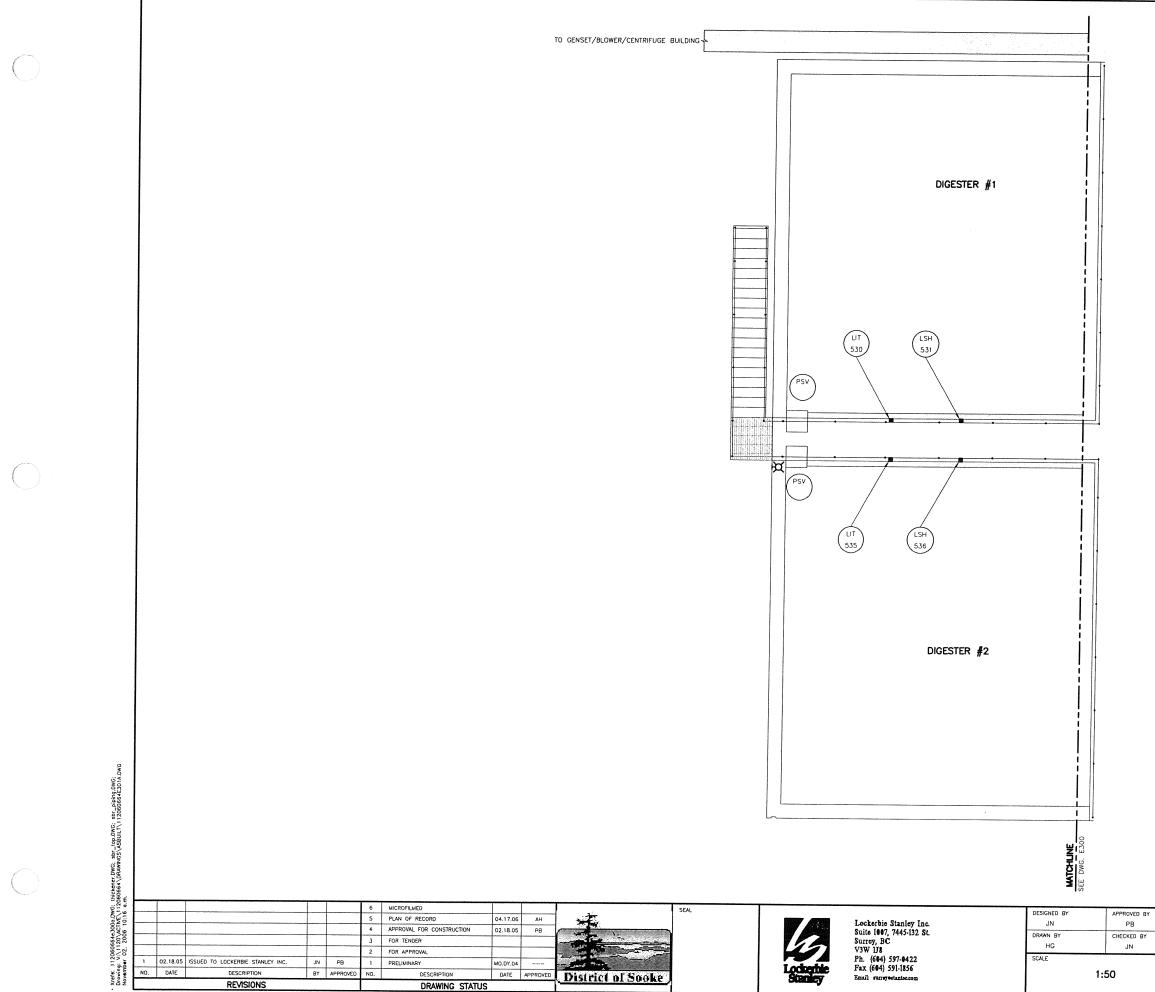


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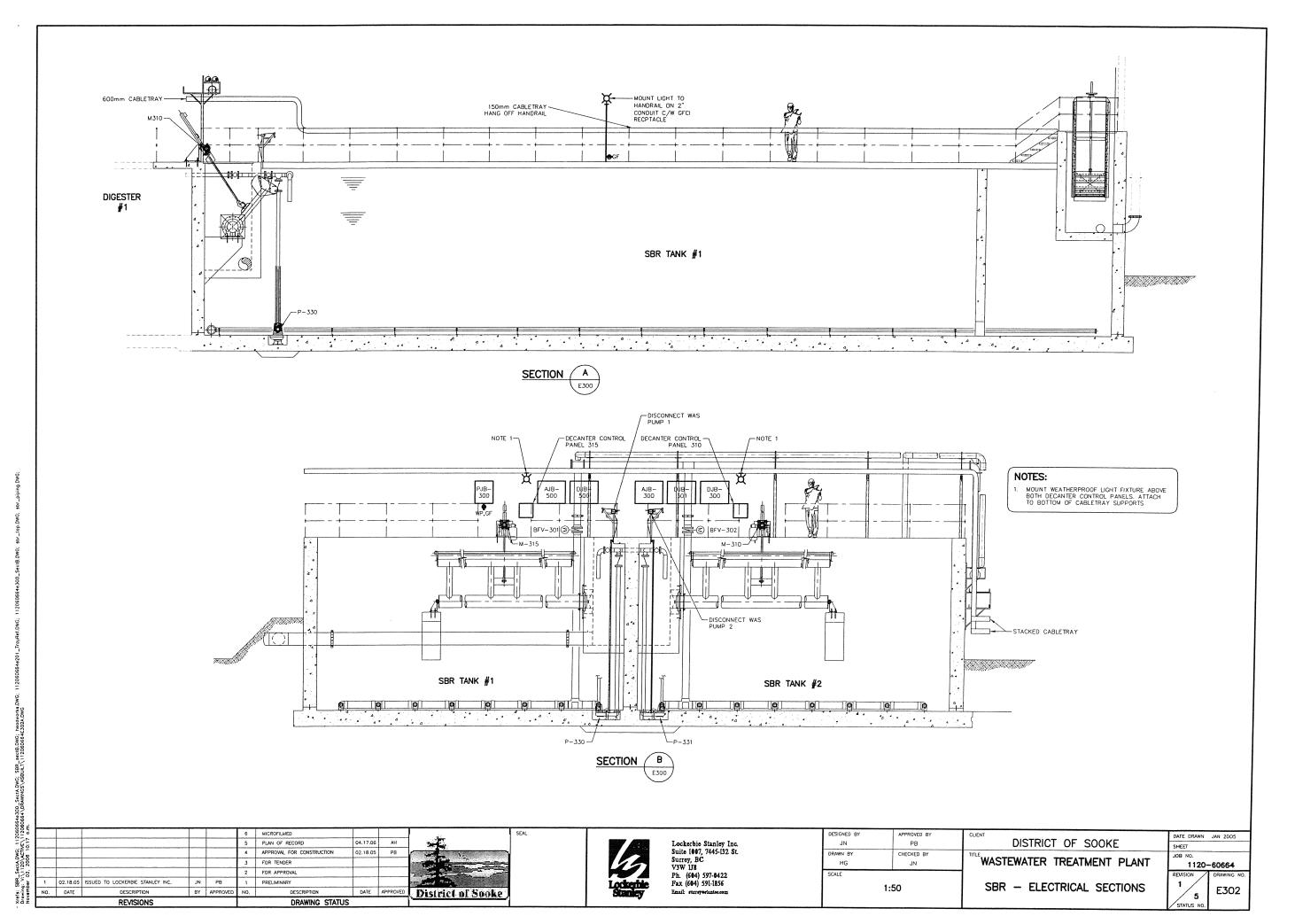
(

) NOTE: P.E. CELL SWITCHE FIXTURES IN HEADWORKS	S 3 TYPE 14 BUILDING	
	CT OF SOOKE	DATE DRAWN JAN 2005
TITLE	JOB NO. 1120-60664	





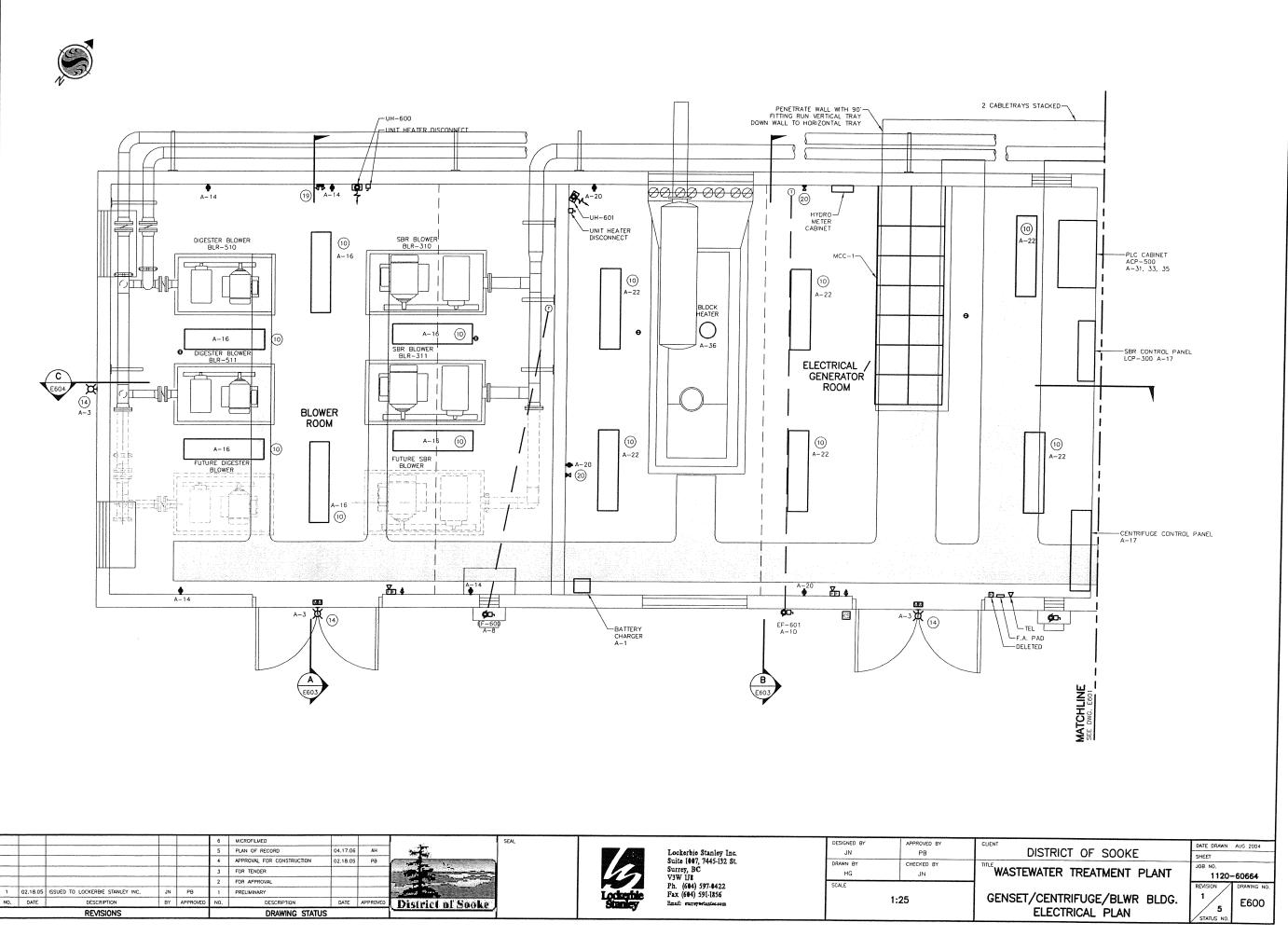
DISTRICT OF SOOKE	DATE DRAWN SHEET	AUG 2004	
WASTEWATER TREATMENT PLANT		-60664	
DIGESTER ELECTRICAL PLAN	REVISION 1 STATUS NO.	DRAWING NO.	





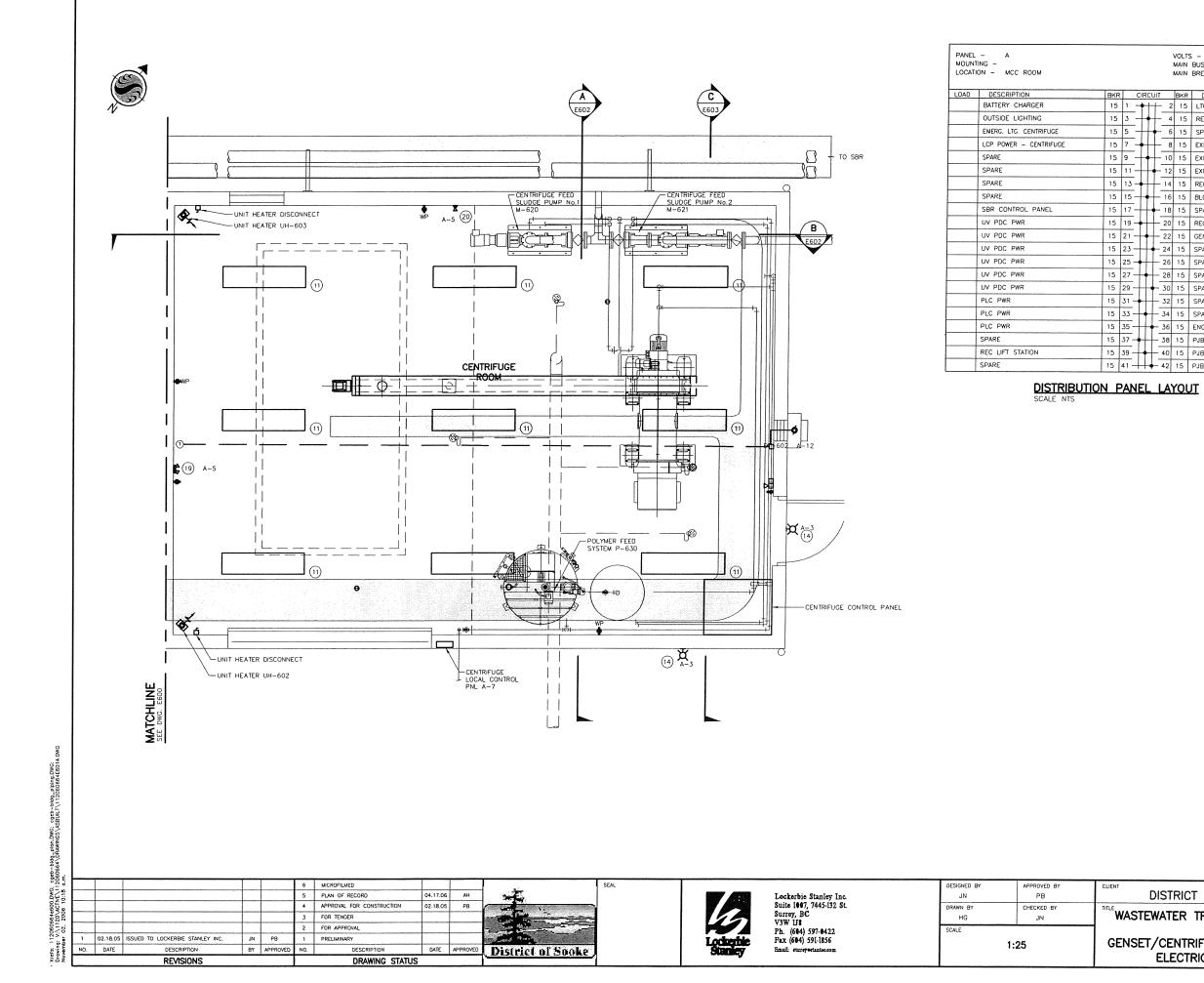
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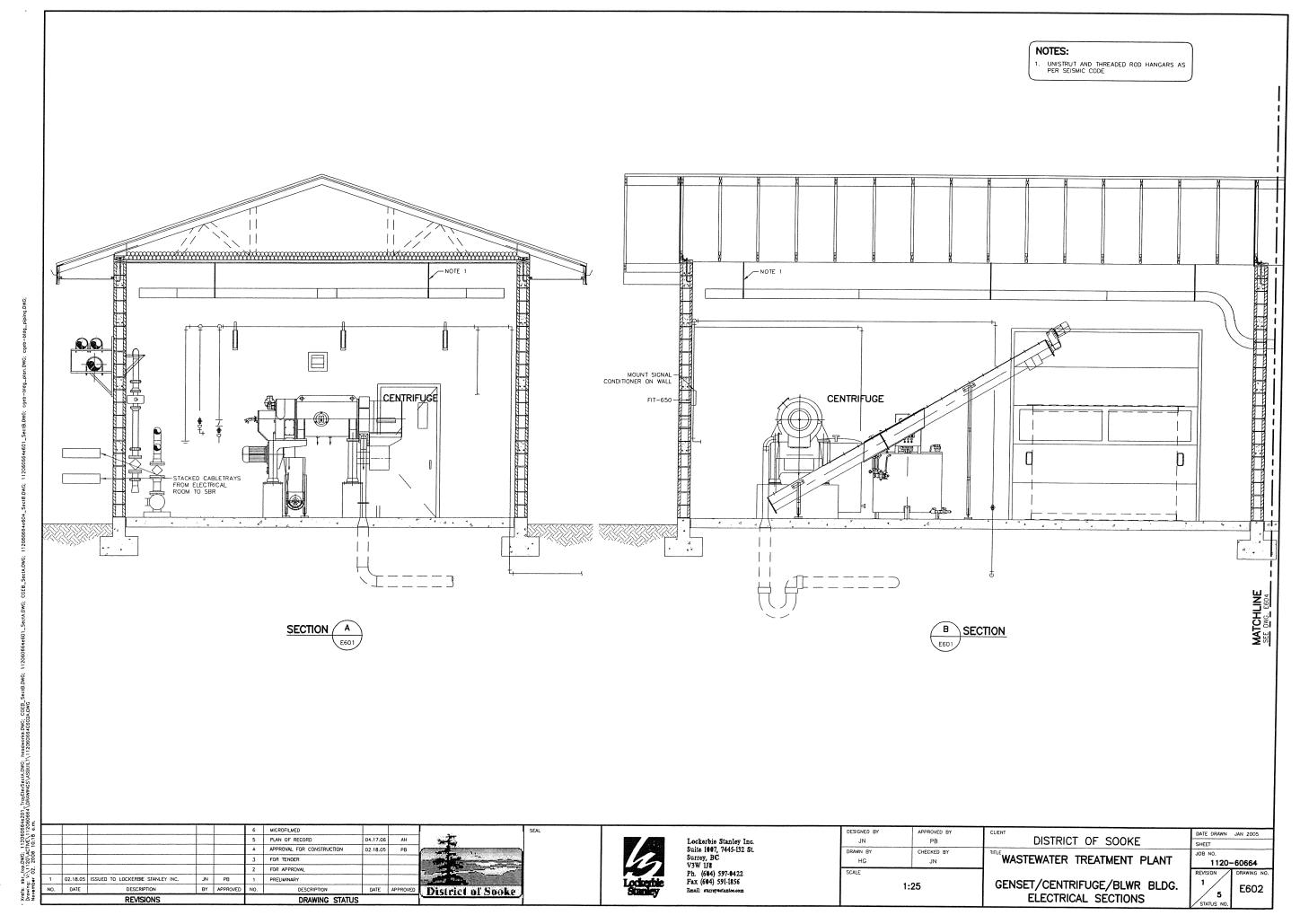
cgeb-bidg\_pion.DWC; cgeb-bidg\_piping.DWC; 2060664\DfRAWINGS\ASBUILT\112060664E6D0A.DWC a.m. 

Xrefs: 11 Drawing: November

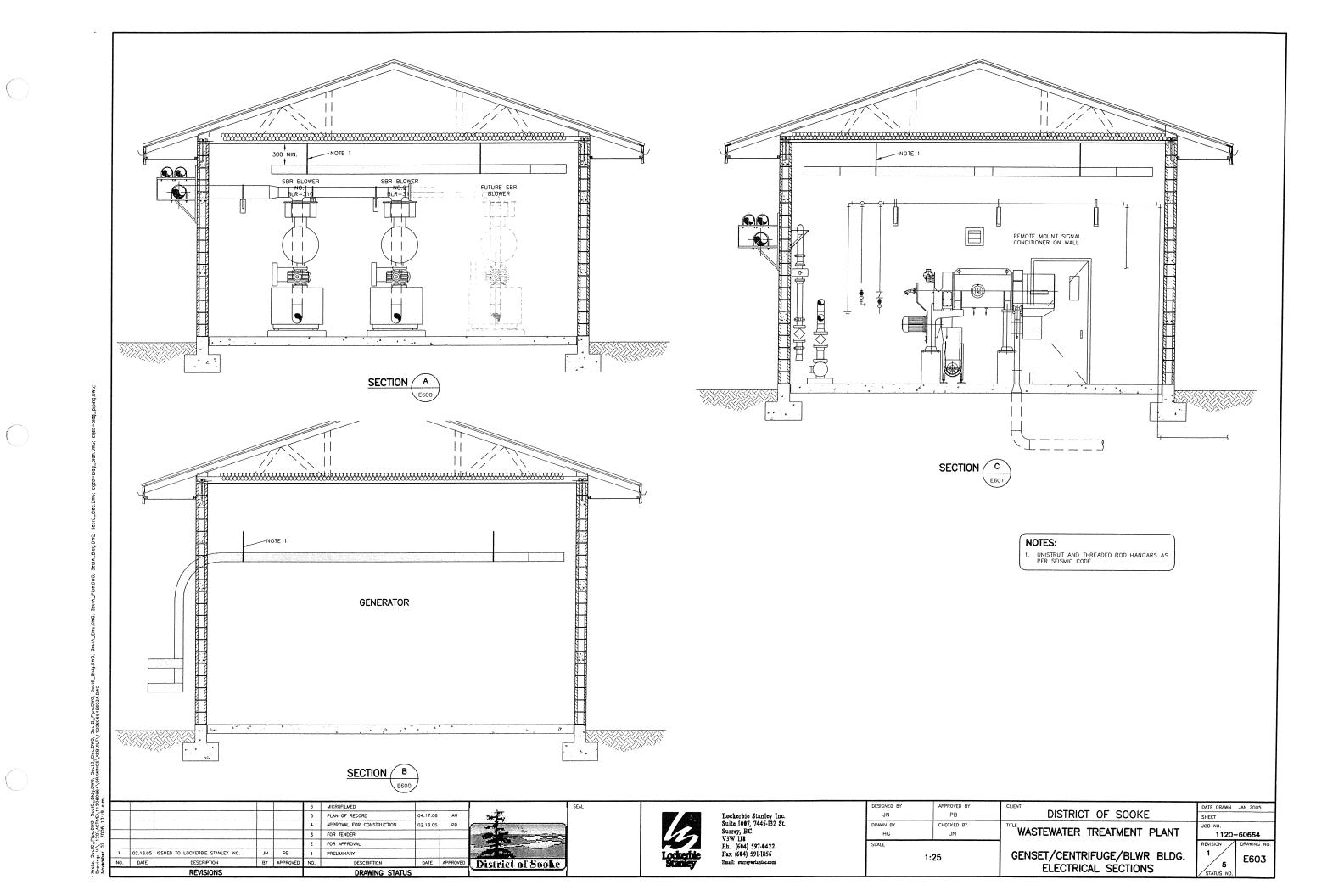


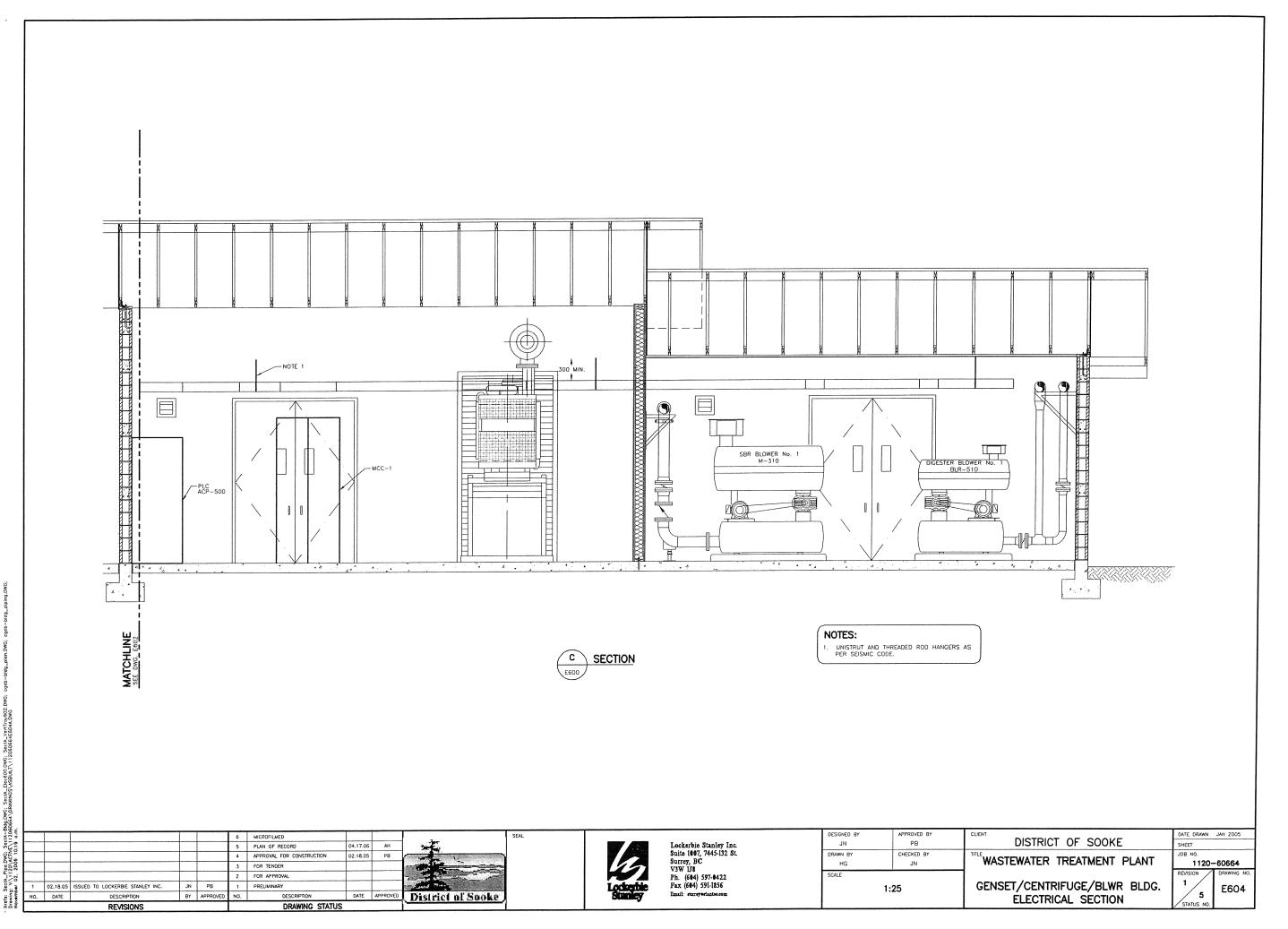
						MAIN	S – 120/208V, 30, 4W BUS – 225A BREAKER – 125A	
	BKR		CIR	CU	IT	BKR	DESCRIPTION	LOAD
	15	1	+	t	- 2	15	LTG - CENTRIFUGE	
	15	3	-+-	+	- 4	15	REC - CENTRIFUGE	
	15	5	+		- 6	15	SPARE	
	15	7	-+-	+	- 8	15	EXHAUST FAN EF-600	
	15	9	-	•	10	15	EXHAUST FAN EF-601	
	15	11	+	H	- 12	15	EXHAUST FAN EF-602	
	15	13	+	$\left  \right $	- 14	15	REC	
	15	15		•	- 16	15	BLOWER RM LIGHTING	
	15	17	-	+	- 18	15	SPARE	
	15	19	-+-	H	- 20	15	REC	
	15	21			- 22	15	GEN RM LIGHTING	
	15	23	+	-	- 24	15	SPARE	
	15	25	-+-	$\left  \right $	- 26	15	SPARE	
	15	27		+	- 28	15	SPARE	
	15	29	+	+	- 30	15	SPARE	
	15	31	-		- 32	15	SPARE	
	15	33	-+-	+	- 34	15	SPARE	
	15	35		+	- 36	15	ENG HEATER	
Τ	15	37 ·	+	+	- 38	15	PJB - 300	
	15	39 -	-+•	+	- 40	15	PJB - 300	
	15	41 -	+	•	- 42	15	PJB - 300	

	DATE DRAWN	AUG 2004
DISTRICT OF SOOKE	SHEET	
WASTEWATER TREATMENT PLANT	JOB NO.	
WASTEWATER TREATMENT PLANT	1120-	-60664
GENSET/CENTRIFUGE/BLWR BLDG. ELECTRICAL PLAN	REVISION 1 5 STATUS NO.	DRAWING NO.



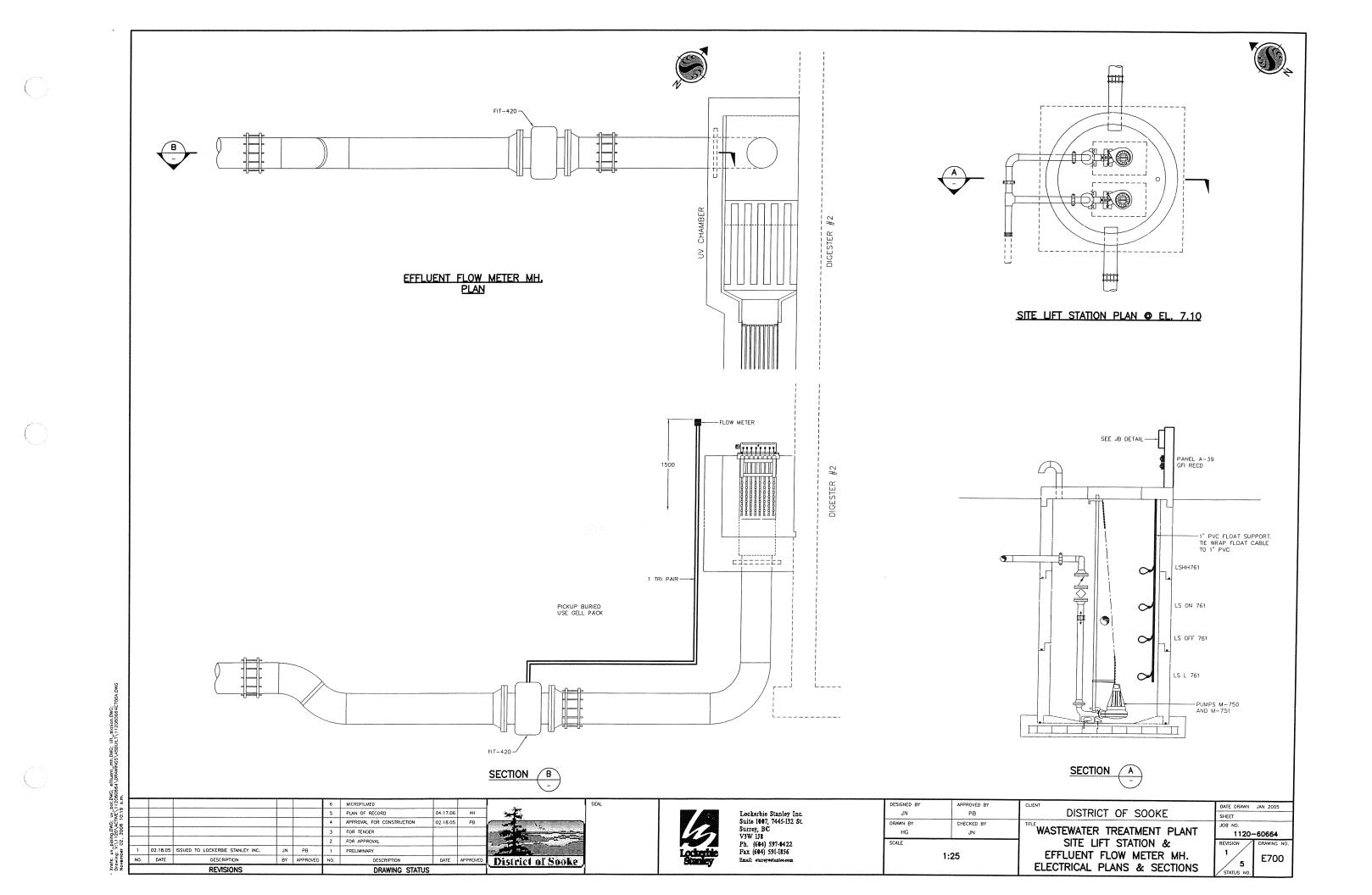
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SectA\_VertTray60; 360664E604A.DWG Election.DWG; ASBUILT\112 SectA

 $\bigcirc$ 



#### INSTRUMENT SYMBOLS

	CONTROL ROOM PANEL	FIELD MOUNTED	LOCAL PANEL
DISCRETE INSTRUMENTS	θ	0	θ
SHARED DISPLAY SHARED CONTROL eg. DCS == DISTRIBUTED CONTROL SYSTEM		Ø	Ø
COMPUTER FUNCTION	θ	$\bigcirc$	$\ominus$
PROGRAMMABLE LOGIC CONTROL (PLC) (RTU)	₿		

FIELD MOUNTED INSTRUMENTS MAY BE POST OR WALL MOUNTED

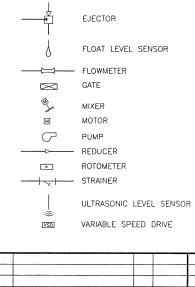
# DASHED LINE $\bigoplus$ INDICATES INSTRUMENT LOCATION BEHIND THE PANEL (TYP)

- D STATUS LIGHT SHOW COLOUR INSIDE SYMBOL
- SYSTEM LOGIC
- MANUAL RESET
- EMERGENCY SHUTDOWN LOGIC
- PURGE OR FLUSHING DEVICE

#### **RELAY FUNCTION DESIGNATORS**

- × ADD
- $\bigtriangleup$ SUBTRACT
- BIAS ±
- % GAIN OR ATTENUATE
- $\square$ EXTRACT SQUARE ROOT
- 圉 DIVIDE
- $\mathbf{X}$ MULTIPLY
- BOOST
- $\geq$ HIGH SELECT
- $\leq$ LOW SELECT
- ANALOG TO DIGITAL CONVERTER REV REVERSE
- E/P POTENTIAL TO PNEUMATIC
- I/P CURRENT TP PNEUMATIC
- E/I POTENTIAL TO CURRENT

## MISCELLANEOUS SYMBOLS



Drawing: V:\1120\ACTNE\11206 November 02, 2006 10:20 o.m.

## INSTRUMENT SUBSCRIPT ABBREVIATIONS

1000 0550

DECODIDITION

ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
ACK	ACKNOWLEDGE	I/P	CURRENT TO PNEUMATIC
ACP	AREA CONTROL PANEL	LCP	LOCAL CONTROL PANEL
A/S	AIR SUPPLY	LEL	LOWER EXPLOSIVE LIMIT
BRG	BEARING	LOR	LOCAL/OFF/REMOTE
СТ	CURRENT TRANSFORMER	M/A	MANUAL/AUTO
CL2	CHLORINE	02	OXYGEN
СОМВ	COMBUSTIBLE	080	OUTBOARD
DIFF	DIFFERENTIAL	0/C	OPEN/CLOSE
DISCH	DISCHARGE	0/L	OVERLOAD
DO	DISSOLVED OXYGEN	0/0	ON/OFF
D/P	DIFFERENTIAL PRESSURE	ORP	OXYGEN REDUCTION POTENTIAL
ESO	EMERGENCY SHUTDOWN	PAR	PROCESS ALARM RELAY
ETM	ELAPSED TIME METER	PLC	PROGRAMMABLE LOGIC CONTROL
FC	FAIL CLOSED	RESET	RESET
FO	FAIL OPEN	RÍO	REMOTE INPUT/OUTPUT
н	HIGH	S02	SULPHUR DIOXIDE
нн	HIGH HIGH	SP	SET POINT
нмі	HUMAN MACHINE INTERFACE	SW	SELECTOR SWITCH
HOA	HAND/OFF/AUTO	s/s	STOP/START
HORN	ANNUNCIATOR HORN	TURB	TURBIDITY
HOR	HAND/OFF/REMOTE	UPS	UNINTERRUPTABLE POWER SUPPLY
H2S	HYDROGEN SULPHIDE	VCP	VENDOR CONTROL PANEL
IBD	INBOARD	VIB	VIBRATION
1/1	CURRENT/CURRENT ISOLATION	WDG	WINDING

#### INSTRUMENT SYMBOLS

	/W ORIFICE FI	LANGES
--	---------------	--------

- FLOW INDICATOR ROTAMETER TYPE

- VORTEX FLOW METER

- ${iggin{smallmatrix} {\displaystyle \bigtriangledown} \\ {\displaystyle \bigtriangledown} {\displaystyle }_{{\sf PTZ}} \end{array}$  pan, tilt & zoom camera
- FIXED CAMERA

#### INSTRUMENT LINE SYMBOLS

	ELECTRICAL SIGNAL
<del>-//-//-//-//-//-//-</del> //////////-	PNEUMATIC SIGNAL
	CAPILLARY TUBING
t t t t t	HYDRAULIC SIGNAL
	CONTROL SYSTEM DATA LINK
1111	ELECTROMAGNETIC OR SONIC SIGNAL (GUIDED AND NON GUIDED)
	INTERLOCK
	PRIMARY PROCESS
	SECONDARY PROCESS
	BY-PASS PROCESS
	TYPICAL PLANT OR FACILITY BOUNDARY

#### NOTES:

- 1. FINAL INTERCONNECTION IS SUBJECT TO PRE-PACKAGED PROCESS EQUIPMENT VENDOR. CONTRACTOR TO PROVIDE ALL POWER, CONTROLS AND SIGNALS REQUIRED TO MEET THE REQUIREMENTS.
- 2. PANEL MOUNTED EQUIPMENT SHOWN FOR FUTURE FIELD DEVICES SHALL BE PROVIDED.

						-				
					6	MICROFILMED				SEAL
					5	PLAN OF RECORD	04.17.06	AH		i
					4	APPROVAL FOR CONSTRUCTION	02.18.05	PB		
					3	FOR TENDER				
					2	FOR APPROVAL				
1	02.18.05	ISSUED TO LOCKERBIE STANLEY INC.	ЛĹ	P8	1	PRELIMINARY	10.19.04	RAF		
NO.	DATE	DESCRIPTION	BY	APPROVED	NO.	DESCRIPTION	DATE	APPROVED	District of Sooke	
REVISIONS					DRAWING STATUS	5		DISTILL		

7 / 20	Lockeri Suite 16
12	Surrey, V3W IJ

Lockerbie Stanley

orbio Stanley Inc. 1997, 7445-132 St. 7, BC Ph. (604) 597-0422 Fax (604) 591-1856

Email: surreyestantec.com

#### DESIGNED BY APPROVED BY MT/JN PB DRAWN BY CHECKED BY JMcD JN SCALE NTS

		IDENTIFIC	CATION LETTERS		
	FIRST-L	LETTER		SUCCEEDING-LETTERS	S
Γ	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION		MODIFIER
A	ANALYSIS		ALARM		
в	BURNER, COMBUSTION		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
с	CIRCUIT			CONTROL	CLOSED
D	DISCONNECT	DIFFERENTIAL			
E	VOLTAGE / EMERGENCY		SENSOR (PRIMARY ELEMENT)		1
F	FLOW RATE	RATIO (FRACTION)			1
G	GENERAL / COMMENT		GLASS, VIEWING DEVICE		
н	HAND OPERATED		1	i	HIGH
1	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN		1	
к	TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT	1	LOW
м	USER'S CHOICE	MOMENTARY			MIDDLE, INTERMEDIATE
N	USER'S CHOICE		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
0	ON / OFF		ORIFICE, RESTRICTION		OPEN
Ρ	PRESSURE, VACUUM		POINT (TEST) CONNECTION		
0	QUANTITY, STATE	INTEGRATE, TOTALIZE			
R	RADIATION		RECORD		[
s s	SPEED, FREQUENCY	SAFETY	STATUS	SWITCH	Í
T	TEMPERATURE			TRANSMIT	1
	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
wv	WEIGHT, FORCE		WELL		
хu	UNCLASSIFIED	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
ΥE	EVENT OR PRESENCE	Y AXIS		RELAY, COMPUTE, CONVERT	
ZF	POSITION, DIMENSION	Z AXIS		DRIVER, ACTUATOR, UNCLASSIFIED FINAL CONTROL ELEMENT	

## NOTES: APPLICABLE TO ALL P&ID DRAWINGS

•	FIELDBUS INTERFACE INCLUDED IN MCC PACKAGE	Γ
$\diamond$	INSTRUMENTS AND/OR CONTROLS INCLUDED IN EQUIPMENT PACKAGE	
VCP	LOCAL CONTROL PANEL INDLUDED IN VENDOR PACKAGE	
ACP	AREA CONTROL PANEL	
÷	CONTINUATION SYMBOLS TO ANOTHER SHEET	
	FROM ANOTHER SHEET	
Â	DIGITAL INPUT	
Ţ	DIGITAL OUTPUT	
	ANALOG INPUT	
Ť	ANALOG OUTPUT	<u>no</u>
Ź	PULSE INPUT	FLO
Ť	MODULATING DIGITAL OUTPUT	

疁	HYDR,
Å	DIAPH w/Han
₩	THREE
\$ ¥	SOLEN
<u></u>	BACK SELF-
	PRESS SELF-
R.	PRESS (PSV)
*	PRESS (PVSV)
Сноке	СНОКЕ

٦'n

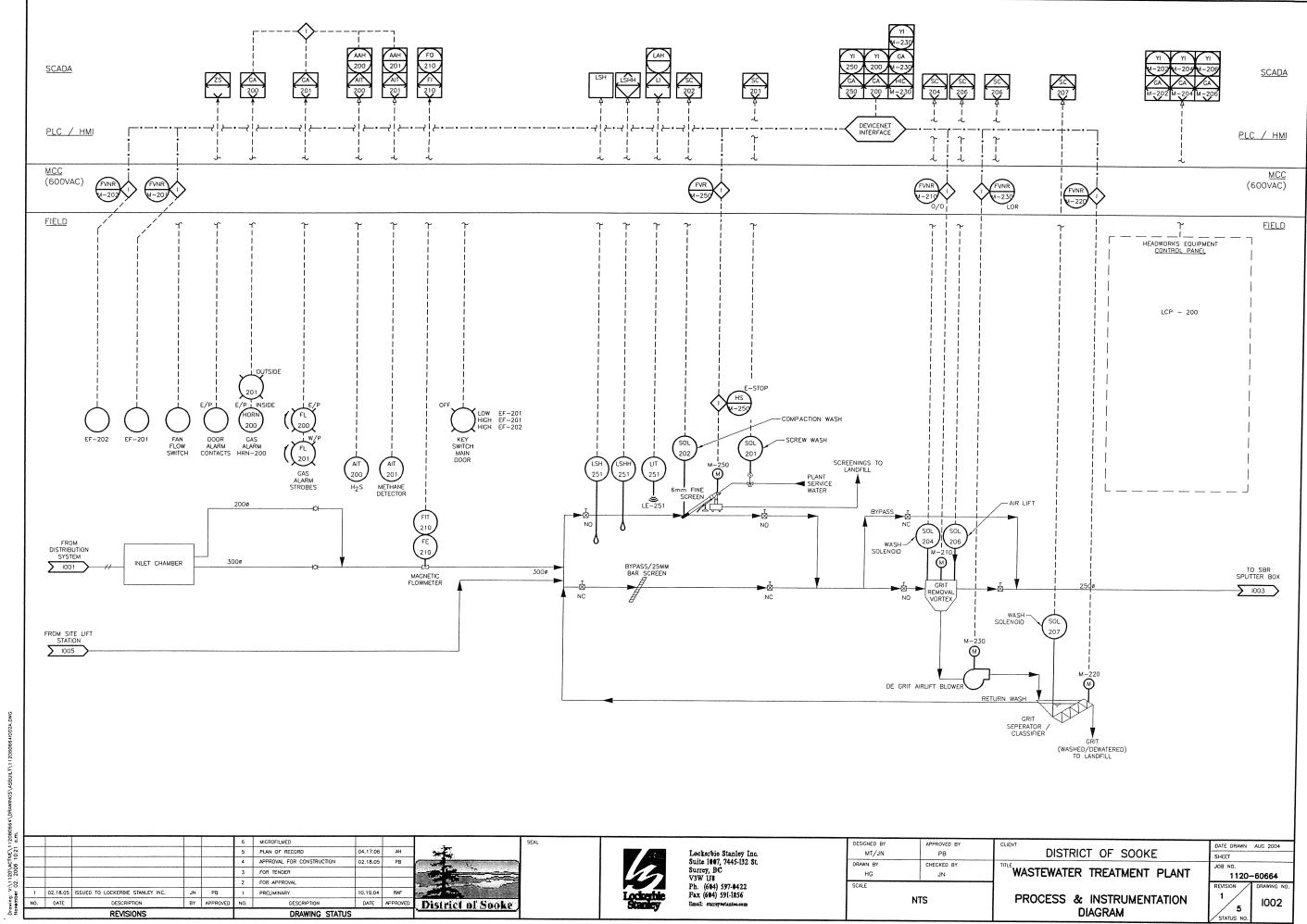
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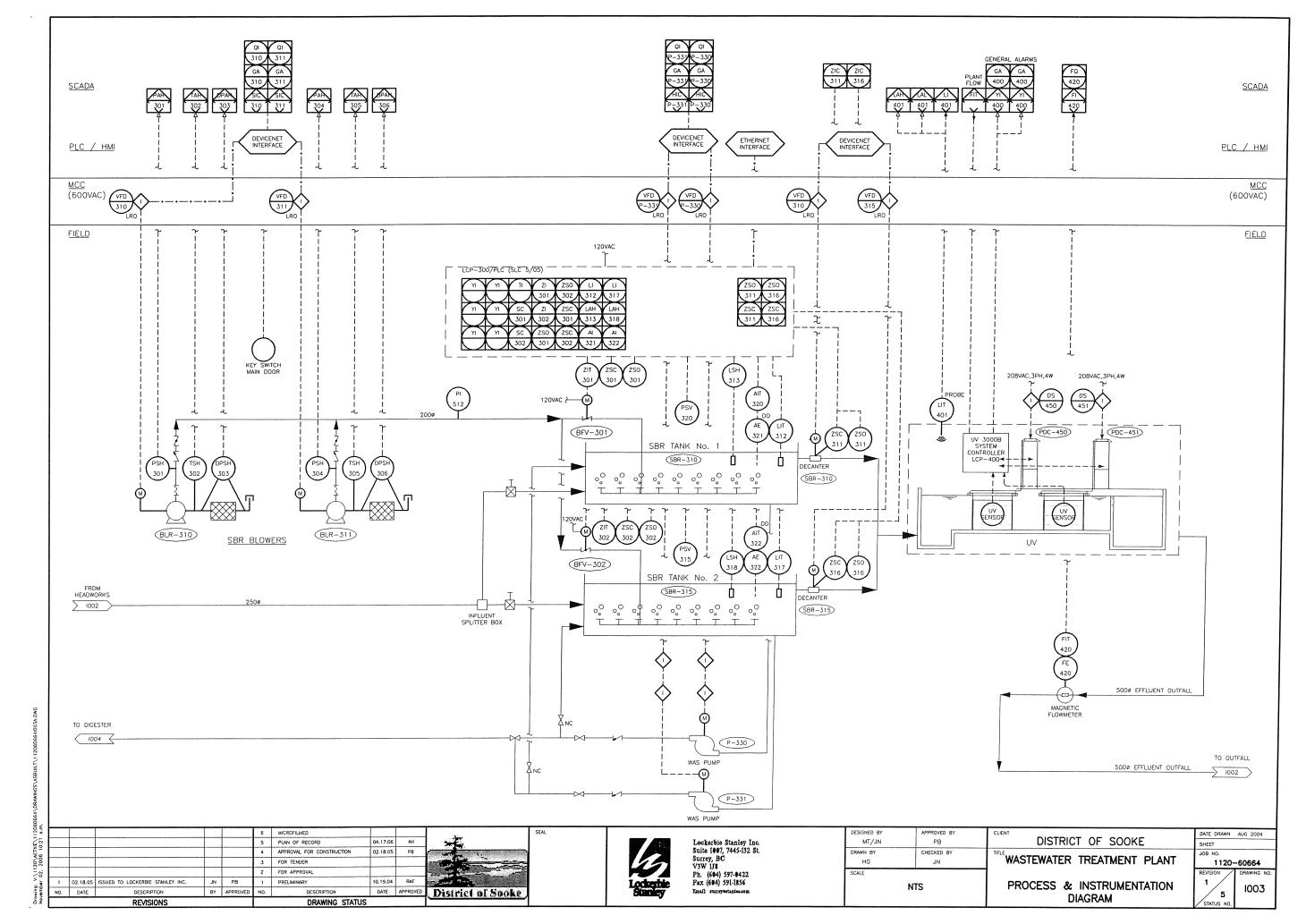
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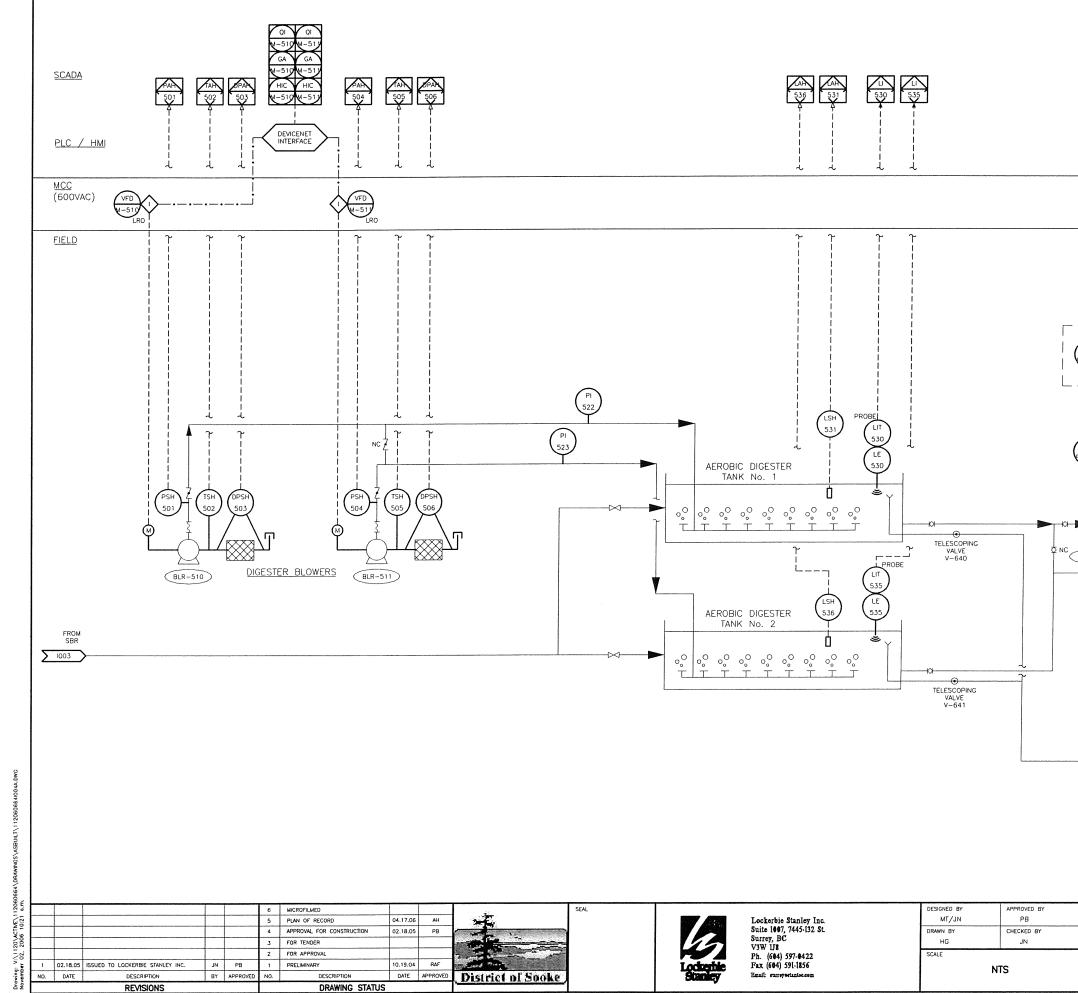
## CONTROL VALVES

FC = FAIL CLOSED FO = FAIL OPEN	þ	BALL VALVE
DIAPHRAGM CONTROL VALVE	Lan	BUTTERFLY VALVE
HAND OPERATED CONTROL VALVE	И	CHECK VALVE
MOTOR A – AIR E – ELECTRIC		GATE VALVE
H – HYDRAULIC E/H – ELECTROHYDRAULIC	¢4	GATE VALVE (KNIFE)
HYDR/PNEUMATIC PISTON OPERATED	이 아씨 네 이 아씨	MODULATING VALVE
DIAPHRAGM OPERATOR w/HAND WHEEL	ĸ	PLUG VALVE
THREE WAY DIAPHRAGM CONTROL VALVE		PRESSURE RELIEF VALVE
SOLENOID VALVE	Ť	FRESSURE RELIEF VALVE
BACK PRESSURE REGULATOR, SELF-CONTAINED (BPV)	-\$-	PRESSURE REDUCING VALVE
PRESSURE REDUCING REGULATOR, SELF-CONTAINED (PCV)	۲	TELESCOPING VALVE
PRESSURE RELIEF/SAFETY VALVE (PSV)	Ā	SLUICE/STOP GATE
PRESSURE VACUUM RELIEF VALVE (PVSV)		
CHOKE VALVE		

	DATE DRAWN	AUG 2004	
 DISTRICT OF SOOKE	SHEET		
TIFLE MACTEMATED TREATMENT OF ANT	JOB NO.		
WASTEWATER TREATMENT PLANT	1120-60664		
	REVISION	DRAWING N	
PROCESS & INSTRUMENTATION LEGEND	1 5 STATUS NO.	1001	

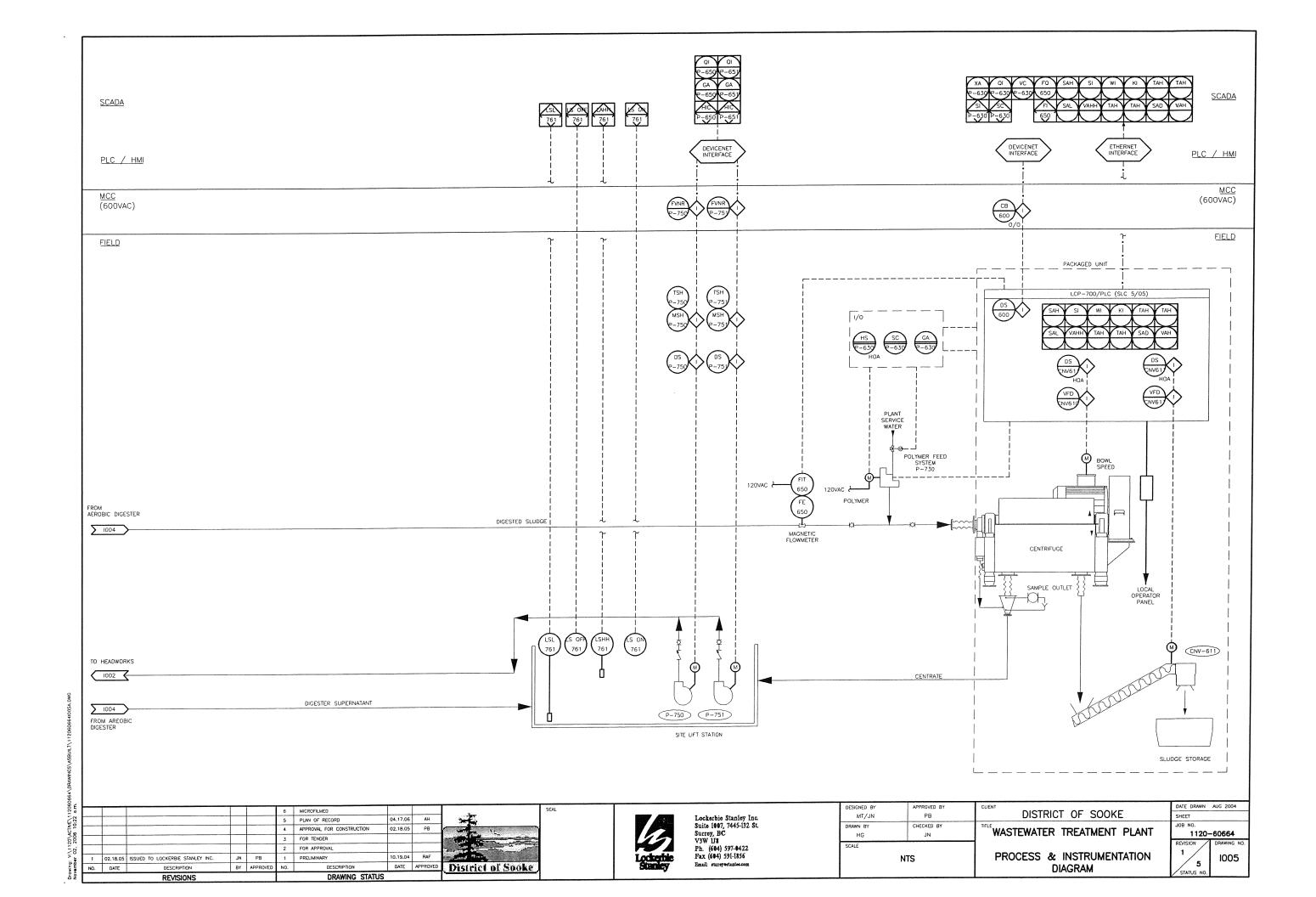


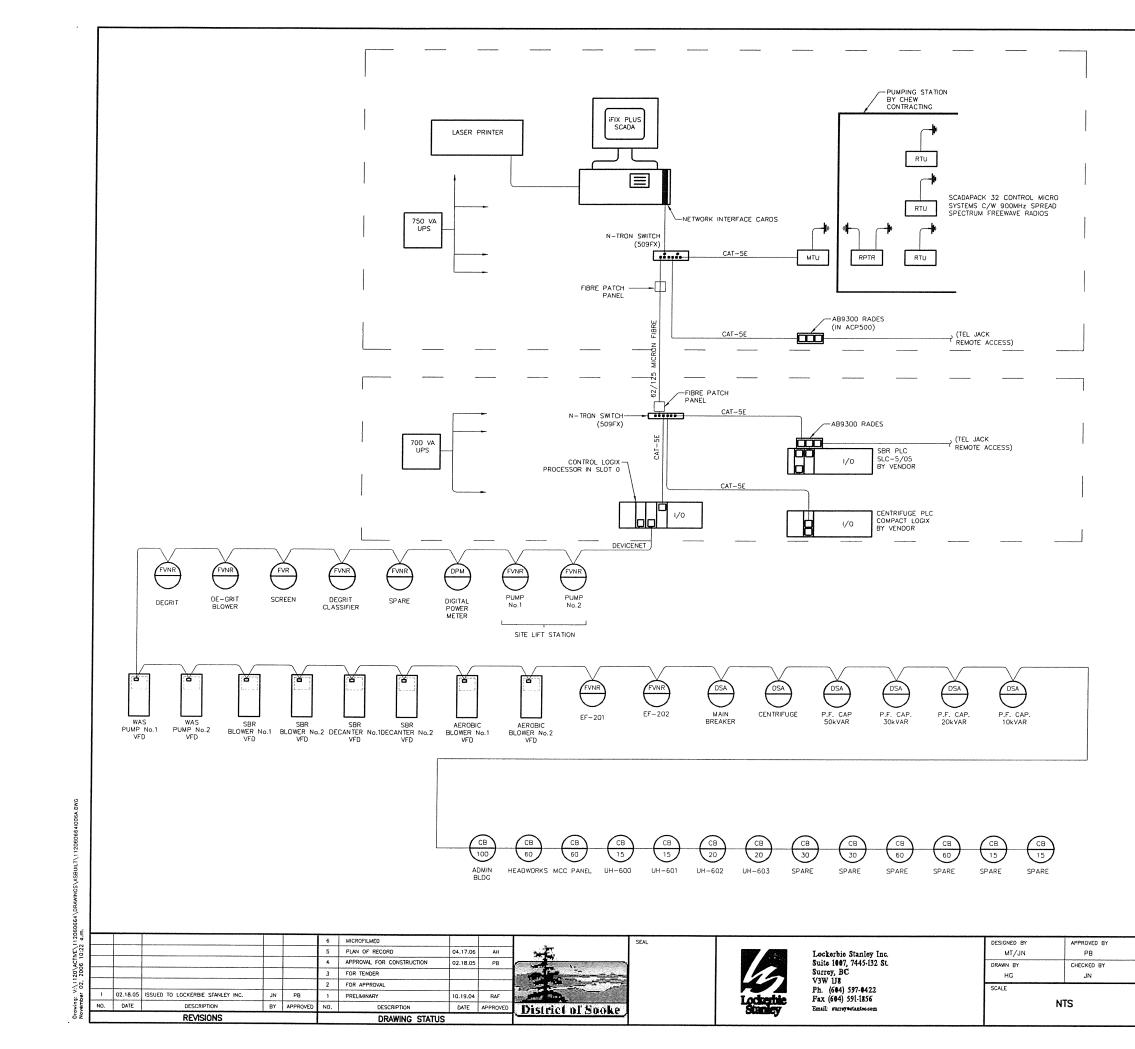




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	(0) $(0)$		SCADA
·		(6	<u>MCC</u> 000VAC)
	DETAILED ON DRAWING 1005 VFD -520 VFD -620 VFD -620 VFD P-620 VFD PACKAGE VFD PACKAGE VFD PACKAGE VFD VFD VFD P-620 VFD VFD VFD VFD VFD VFD VFD VFD		
	P-621	TO SI LIFT STZ 1005	
-	DISTRICT OF SOOKE		AUG 2004
		JOB NO.	-60664
-		REVISION	DRAWING NO.
	PROCESS & INSTRUMENTATION DIAGRAM	1 5 STATUS NO.	1004





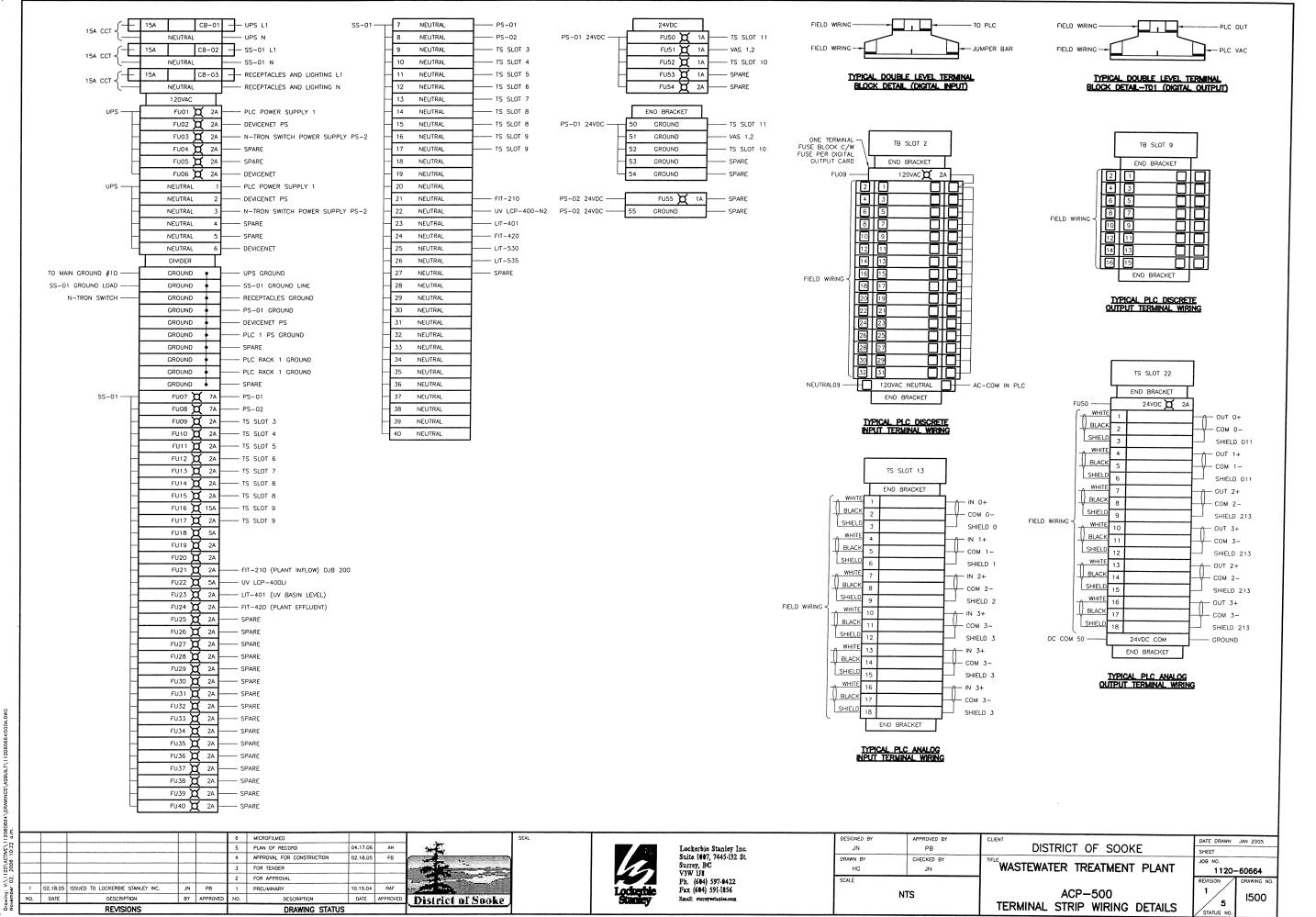
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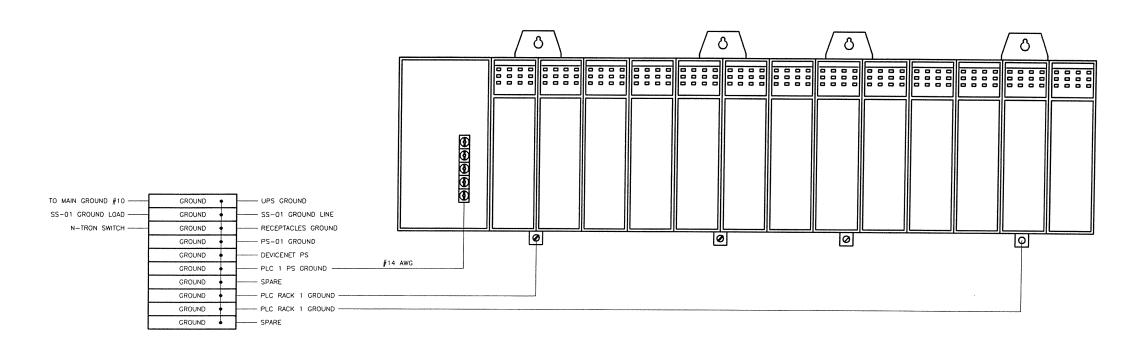
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#### NOTES:

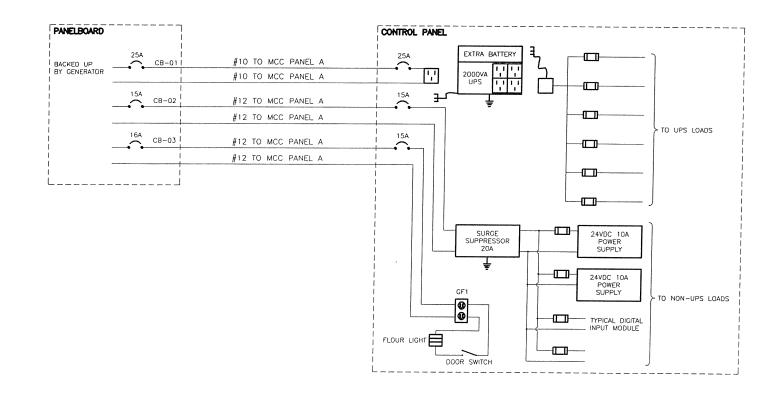
- 1. IFIX PLUS SCADA UNLIMITED I/O DEVELOPER VER 3.5
- 2. IGLOBAL CASE SUPPORT (1 YR)
- 3. IFIX RUNTIME VER 3.5
- 4. DRIVER ALLEN BRADLEY ETH/IP
- 5. INTELLUTION SYSTEM INTEGRATOR PROGRAM (1 YR)

DISTRICT OF SOOKE	DATE DRAWN	AUG 2004
WASTEWATER TREATMENT PLANT	JOB NO. 1120-	-60664
INSTRUMENTATION/ CONTROL SYSTEM	REVISION 1 5 STATUS NO.	drawing no.



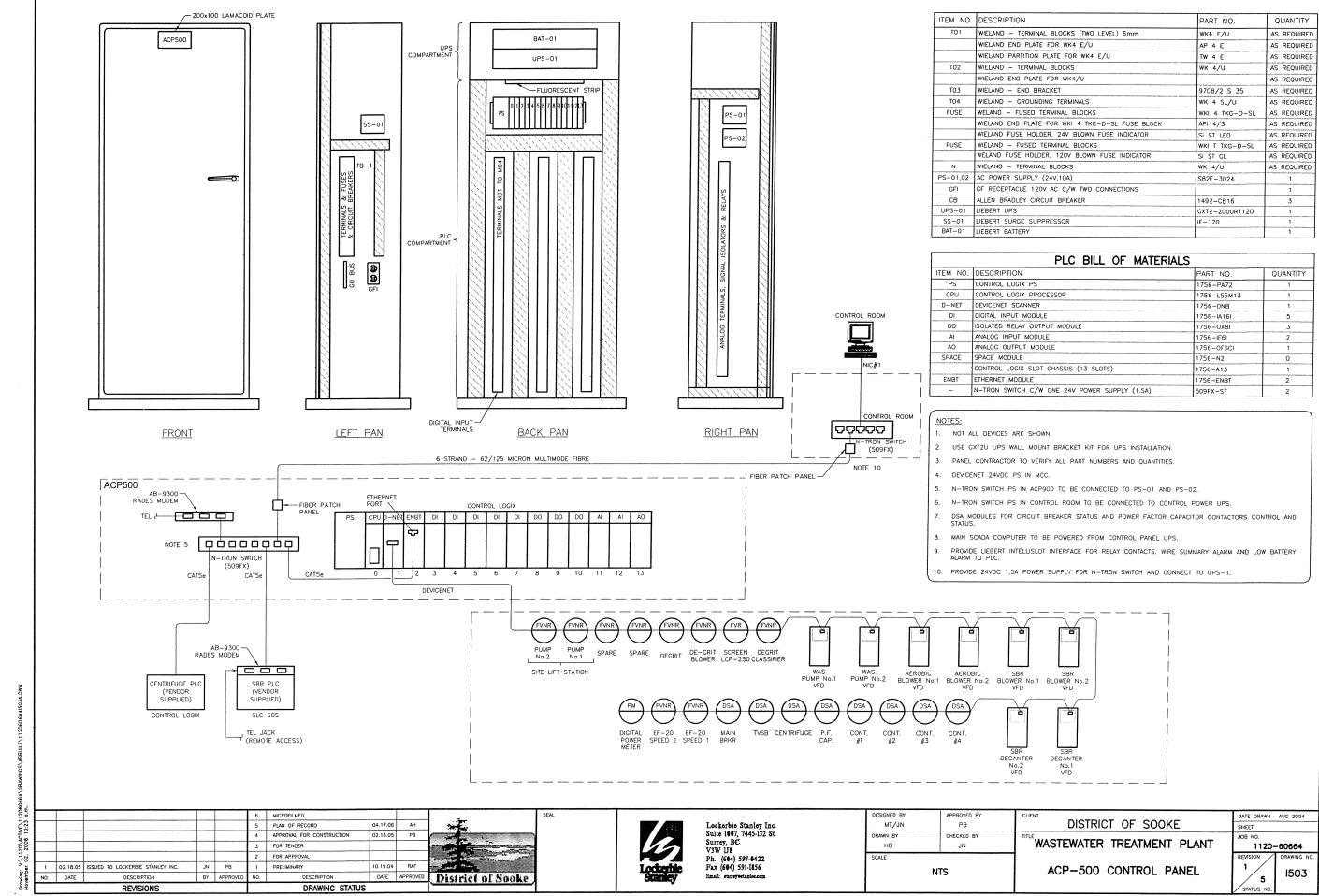


PLC\_GROUNDING



#### TYPICAL ACP POWER SUPPLY WIRING DETAIL

D.		DESCRIPTION REVISIONS	BY	APPROVED	N0.	DESCRIPTION DRAWING STATUS	DATE	APPROVED	District of Sooke		Stanley	Email: surreyestanies.com		NTS	PLC GROUNDING DETAILS	5
0	02.18.05 ISSUED TO LO	CKERBIE STANLEY INC.	JN	PB	1	PRELIMINARY	10.19.04	RAF			Lockerbie	Fil. (044) 597-4422 Fax (644) 591-1856			SURGE PROTECTION AND	
					2	FOR APPROVAL						V3W 1J8 Ph. (604) 597-0422	SCALE			REVISION D
					3	FOR TENDER			and the second s			Surrey, BC	HG	JN	WASTEWATER TREATMENT PLANT	1120-0
					4	APPROVAL FOR CONSTRUCTION	02.18.05	PB				Suite 1007, 7445-132 SL	DRAWN BY	CHECKED BY	TITLE	JOB NO.
					5	PLAN OF RECORD	04.17.06	i AH				Lockerbie Stanley Inc.	ИL	PB	DISTRICT OF SOOKE	SHEET
					6	MICROFILMED			•	SEAL			DESIGNED BY	APPROVED BY	CLIENT	DATE DRAWN

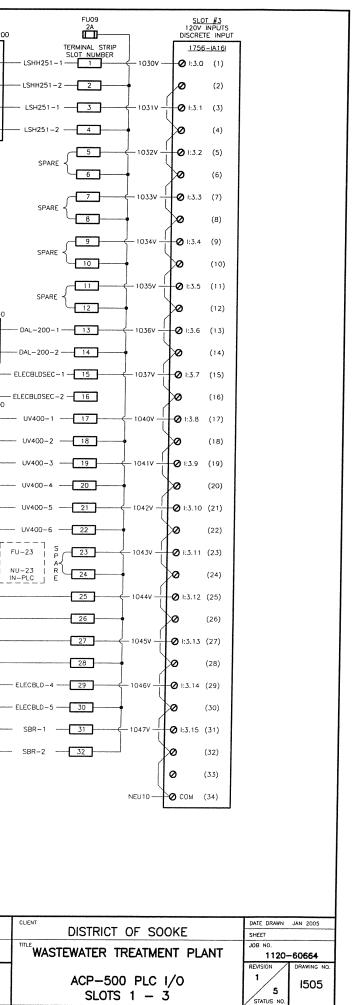


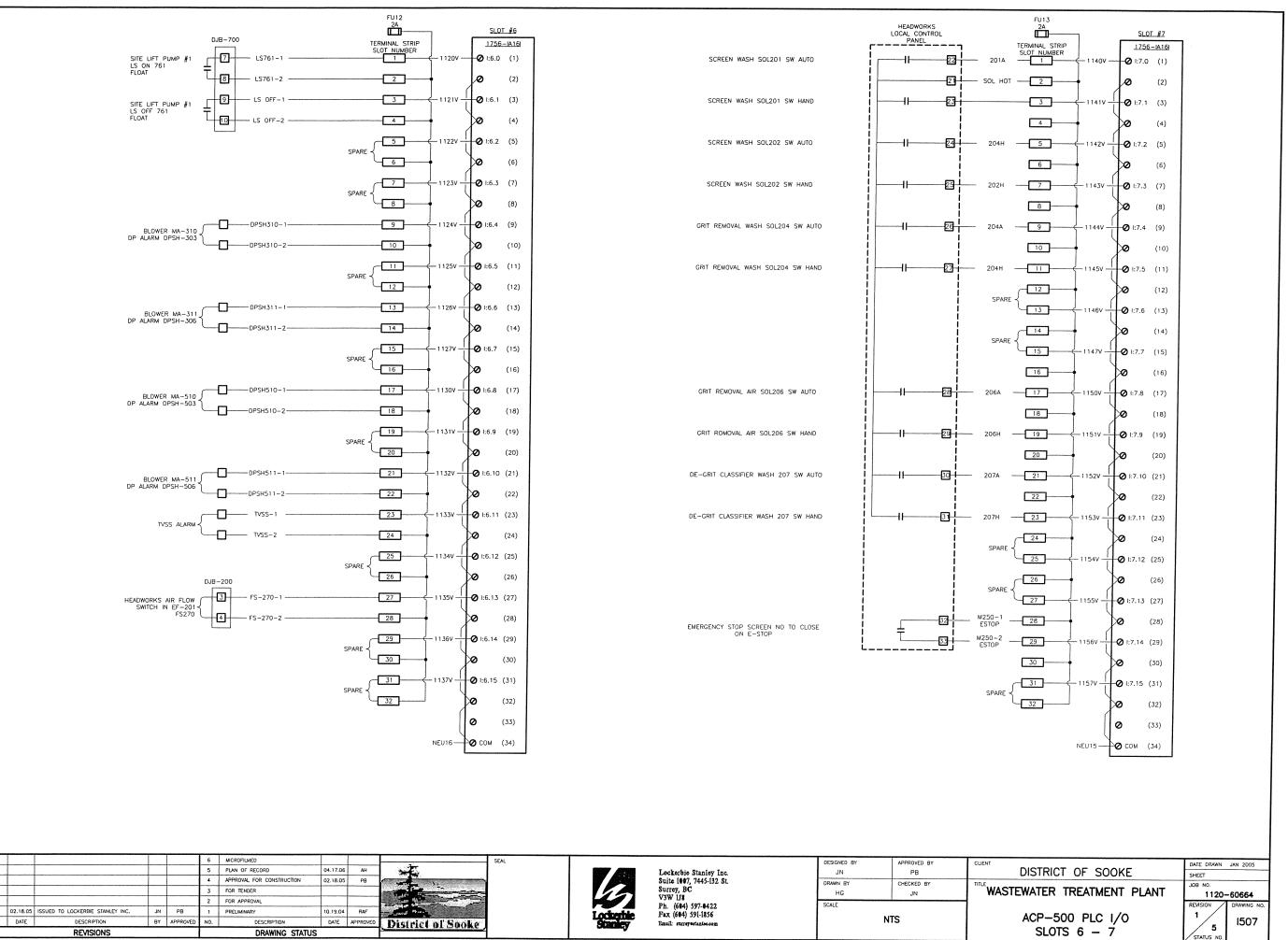
RIPTION	PART NO.	QUANTITY
D - TERMINAL BLOCKS (TWO LEVEL) 6mm	WK4 E/U	AS REQUIRED
D END PLATE FOR WK4 E/U	AP 4 E	AS REQUIRED
D PARTITION PLATE FOR WK4 E/U	TW 4 E	AS REQUIRED
D - TERMINAL BLOCKS	WK 4/U	AS REQUIRED
D END PLATE FOR WK4/U		AS REQUIRED
D - END BRACKET	9708/2 S 35	AS REQUIRED
D - GROUNDING TERMINALS	WK 4 SL/U	AS REQUIRED
- FUSED TERMINAL BLOCKS	WKI 4 TKG-D-SL	AS REQUIRED
D END PLATE FOR WKI 4 TKG-D-SL FUSE BLOCK	API 4/3	AS REQUIRED
D FUSE HOLDER, 24V BLOWN FUSE INDICATOR	Si ST LED	AS REQUIRED
D - FUSED TERMINAL BLOCKS	WKI T TKG-D-SL	AS REQUIRED
FUSE HOLDER, 120V BLOWN FUSE INDICATOR	Si ST GL	AS REQUIRED
D - TERMINAL BLOCKS	WK 4/U	AS REQUIRED
/ER SUPPLY (24V,10A)	S82F-3024	1
EPTACLE 120V AC C/W TWO CONNECTIONS		1
BRADLEY CIRCUIT BREAKER	1492-CB16	3
UPS	GXT2-2000RT120	1
SURGE SUPPRESSOR	IE-120	1
BATTERY		1

PLC BILL OF MATERIA	LS	
PTION	PART NO.	QUANTITY
L LOGIX PS	1756-PA72	1
L LOGIX PROCESSOR	1756-L55M13	1
ET SCANNER	1756-DNB	1
INPUT MODULE	1756-IA16I	5
RELAY OUTPUT MODULE	1756-0X81	3
INPUT MODULE	1756-IF6I	2
OUTPUT MODULE	1756-OF6CI	1
IODULE	1756-N2	0
LOGIX SLOT CHASSIS (13 SLOTS)	1756-A13	1
T MODULE	1756-ENBT	2
SWITCH C/W ONE 24V POWER SUPPLY (1.5A)	509FX-ST	2

		LSH-251	LSH251-1
LIT401-L2 SPARE		HEADWORKS DOOR ALARMS DAL-200 GENSET/CENTRIFUGE/BLOWER BUILDING DOOR ALARM CONTACTS UV LCP-400 SYSTEM CONTROLLER SENSOR 1 STATUS UV LCP-400 SYSTEM CONTROLLER SYSTEM	UV400-1 UV400-2 UV400-3 UV400-4 UV400-4
SBR CONTROL PANEL TB2-1		_	LIT401-L1 - LIT401-L2 - SPARE - SPARE -

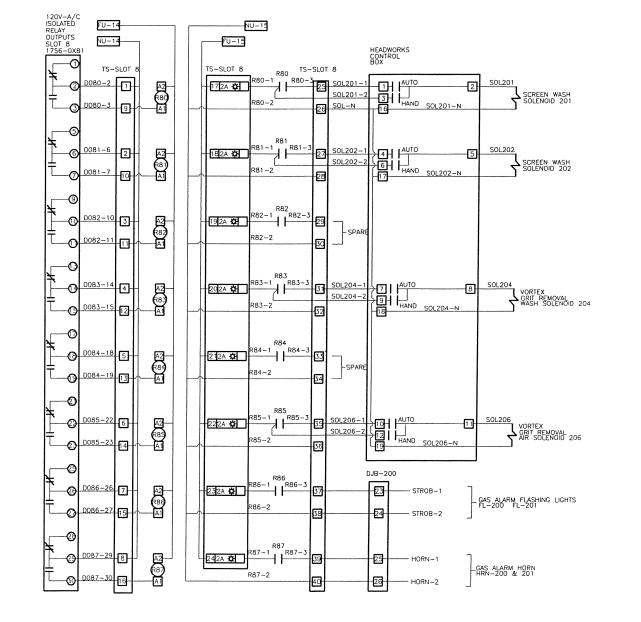
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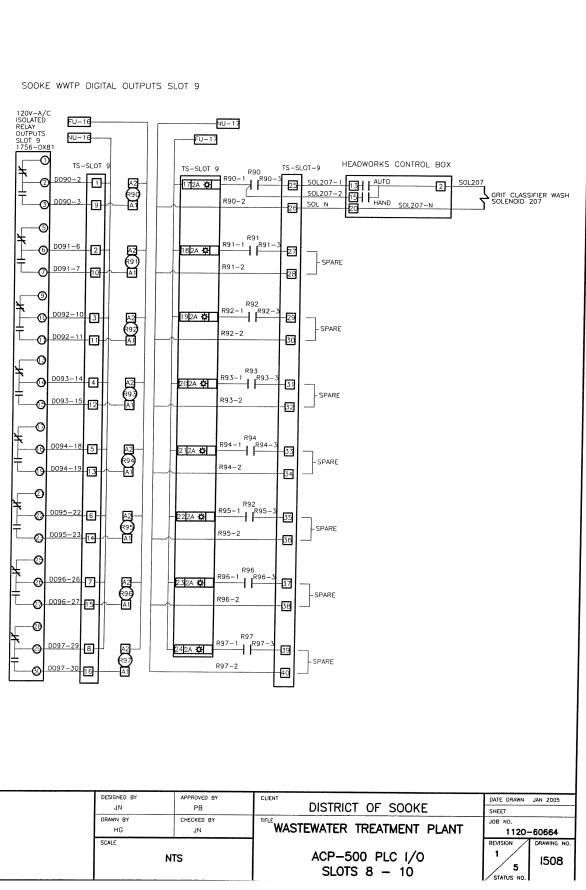




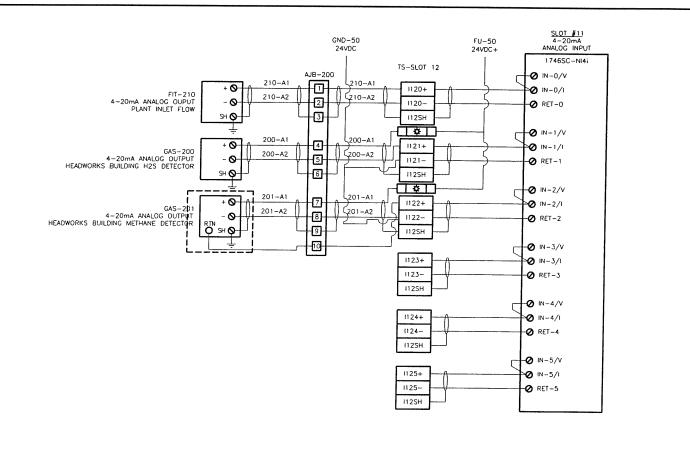
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۳.	NO.	DATE	DESCRIPTION	θY	APPROVED	N0,	DESCRIPTION	DATE	APPROVED	District of Sooke	Stanley	Email: sursyssianie.com		NTS
	1	02.18.05	ISSUED TO LOCKERBIE STANLEY INC.	ИL	PB	1	PRELIMINARY	10.19.04	RAF	- June Press	Inclusive	Fax (694) 591-1856		
8						2	FOR APPROVAL					V3W 1/8 Ph. (664) 597-0422	SCALE	
NN L						3	FOR TENDER					Surrey, BC	НG	
9						4	APPROVAL FOR CONSTRUCTION	02.18.05	PB			Suite 1007, 7445-132 SL	DRAWN BY	СНЕ
53						5	PLAN OF RECORD	04.17.06	AH			Lockerbie Stanley Inc.	JN	
0						6	MICROFILMED			*	SEAL		DESIGNED BY	APP

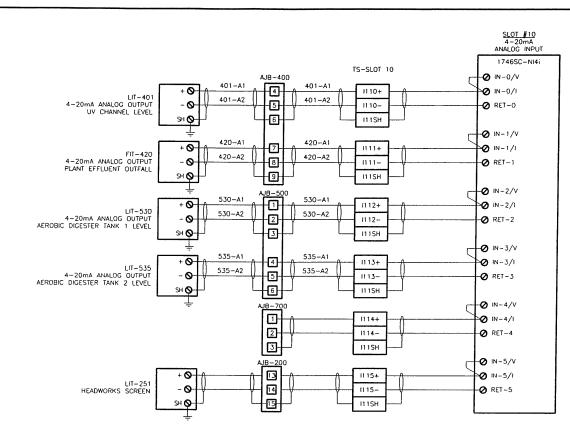
		REVISIONS				DRAWING STATUS	5							
NO.	DATE	DESCRIPTION	BY	APPROVED	N0.	DESCRIPTION	DATE	APPROVED	District of Sooke		Staney	Email: surreyestantes.com		NTS
1	02.18.05	ISSUED TO LOCKERBIE STANLEY INC.	JN	PB	1	PRELIMINARY	10.19.04	RAF	- Cart State		Lockethie	Fax (604) 591-1856		NTC
					2	FOR APPROVAL						Ph. (604) 597-0422	SCALE	
					3	FOR TENDER						Surrey, BC V3W US	HG	
					4	APPROVAL FOR CONSTRUCTION	02.18.05	PB				Suite 1007, 7445-132 St.	DRAWN BY	CHECK
					5	PLAN OF RECORD	04.17.06	HA				Lockerbie Stanley Inc.	ИС	F
					6	MICROFILMED				SEAL			DESIGNED BY	APPR

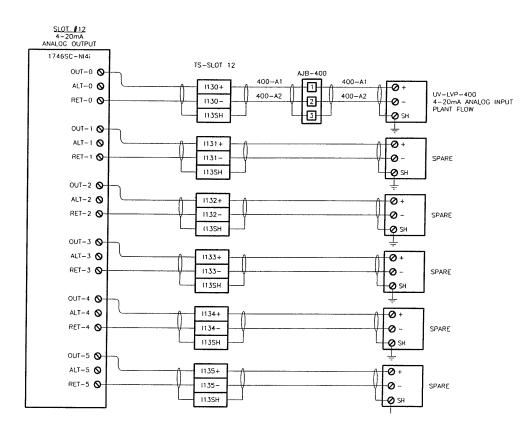




SOOKE WWTP DIGITAL OUTPUTS SLOT 8







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SE NO.	DATE	DESCRIPTION	BY	APPROVED	NO.	DESCRIPTION	DATE	APPROVED	District of Sooke	Starter Email: sarreyestantoc.com		NTS
	02.18.0	05 ISSUED TO LOCKERBIE STANLEY INC.	лГ	PB	1	PRELIMINARY	10.19.04	RAF		Lockethie Fax (604) 591-1856		
25					2	FOR APPROVAL				Ph. (644) 597-0422	SCALE	
28			_		3	FOR TENDER			and the second se	Surrey, BC V3W U8	HG	JN
×8					4	APPROVAL FOR CONSTRUCTION	02.18.05	PB	· · · · · ·	Suite 1007, 7445-132 St.	DRAWN BY	CHECKED BY
				1	5	PLAN OF RECORD	04.17.06	6 AH		Lockerbie Stanley Inc.	NL	PB
					6	MICROFILMED			SEAL		DESIGNED BY	APPROVED 8

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	DATE DRAWN	JAN 2005		
DISTRICT OF SOOKE	SHEET			
TITLE ANALTED TOPATA ASAT DA ANT	JOB NO.			
WASTEWATER TREATMENT PLANT	1120-60664			
	REVISION	DRAWING NO		
ACP-500 PLC I/0 SLOTS 11 - 13	1 5	1509		
	STATUS NO.			