

### **TENDER DOCUMENTS**

**TENDER NO. 2024-02** 

# MASTER MUNICIPAL CONSTRUCTION DOCUMENTS PLATINUM EDITION UNIT PRICE CONTRACT

### **Port McNeill Waterfront Revitalization**

Harbour Restroom and Shower Facilities Building
Construction

Closing: 2:00 p.m., Tuesday August 13, 2024

Town of Port McNeill 1775 Furney Place Port McNeill, BC V0N 2R0



Waterfront Revitalization
Harbour Restroom and Shower Facilities Building Construction

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The complete **Master Municipal Construction Documents** consist of the following parts:

- 1. **Project Specific Documents** (contained within this document and the Contract Drawings)
  - Invitation to Tenderers
  - Instructions to Tenderers, Part 1
  - Form of Tender
    - Appendix 1 Schedule of Quantities and Prices
    - o Appendix 2 Preliminary Construction Schedule
    - Appendix 3 Experience of Superintendent
    - Appendix 4 Comparable Work Experience
    - Appendix 5 Subcontractors
    - Appendix 6 Product Specifications
    - Appendix 7 Prime Contractor Agreement
  - Form of Agreement
    - Schedule 1 Schedule of Contract Documents
    - Schedule 2 List of Contract Drawings
  - Supplementary General Conditions
  - Supplementary Specifications
  - Contract Drawings

### 2. Standard Complete Master Municipal Construction Documents – 2019 Edition Not

Contained Herein (available in the "MMCD 2019 Edition – Volume II")

- Instructions to Tenderers, Part 2
- General Conditions
- Schedules and Diagrams
  - o Schedule 17.5.3 Letter Agreement with Referee
  - Flow Chart Changes and Extra Work
  - Flow Chart Dispute Resolution Process
- Specifications
- Standard Detail Drawings

### 3. Supplemental Updates released by the Master Municipal Construction Documents Association available from <a href="https://www.mmcd.net">www.mmcd.net</a>

- MMCD Supplemental Update 2021-04-23
- MMCD Supplemental Update 2022-04-07

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

Invitation to Tenderers
Page 1 of 1

### **INVITATION TO TENDERERS**

Owner: Town of Port McNeill

Contract: Waterfront Revilatization – Harbour Restroom and Shower Facilities Building Construction

Reference No. 2024-02

The Owner invites tenders Construction of a washroom and shower facility at the Town of Port McNeill

for: Harbour including all mechanical/plumbing, civil and structural construction

services.

Tenders are scheduled to close:

Tender Closing Time: 2:00, pm local time

Tender Closing Date: Tuesday August 13, 2024

Address: Town of Port McNeill

1775 Furney Place

Port McNeill, BC V0N 2R0

**ATTN:** Brenda Johnson

Or email to: CFO@portmcneill.ca

NAME OF OWNER'S

**REPRESENTATIVE** Brenda Johnson

CFO@portmcneill.ca

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

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### INSTRUCTIONS TO TENDERERS PART I

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WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

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Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

### INSTRUCTIONS TO TENDERERS PART I

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"

CONTAINED IN THE 2019 EDITION OF THE PUBLICATION

"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: Town of Port McNeill

Waterfront Revilatization - Harbour Restroom and Shower Facilities Building

Contract: Construction Reference No. 2024-02

### 1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Work* generally includes, but is not necessarily limited to the following:

Construction of a washroom and shower facility at the Town of Port McNeill Harbour including all mechanical/plumbing, civil and structural construction services.

1.2 Direct all inquiries regarding the *Contract*, to:

We Wai Kai Engineering LP

John Sorenson, P.Eng., Contract Administrator

Address: 2005 Eagle Drive

Campbell River, BC

V9H 1V8

**Phone:** 250-202-3348

**Email:** john.sorenson@wwkengineering.ca

### 2.0 Tender Documents

2.1

The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions,

3.1

Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

### 3.0 Submission of Tenders

Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Town of Port McNeill Brenda Johnson

on or before:

**Tender Closing Time**: 2:00 p.m., local time **Tender Closing Date**: August 13, 2024

at

Address: 1775 Furney Place

Port McNeill, BC

V0N 2R0

Submission of Tenders in email format will also be accepted. Email submissions must include the *Contract* Title and Reference No. in the subject line. The timestamp on the receiver's email will be used to evaluate if the tender was submitted on time. Tender submissions via email are to be sent to Brenda Johnson at the following:

Email: CFO@portmcneill.ca

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

4.2

- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3 Tenders submitted electronically via email must include a scanned copy of the *Bid Security* and the original copy of the *Bid Security* must be received at the Town office within five (5) business days of the *Tender Closing Date* for the Tender to be considered compliant.

# 4.0 Additional Instructions to Tenderers

4.1 Tenderers must obtain their own copy of the correct edition of the MMCD, Volume II, which includes Instructions to Tenderers – Part II, General Conditions, Specifications and Standard Detail Drawings.

### Evaluation Criteria

The Owner reserves the right to waive informalities in or reject any or all tenders or accept the tender deemed most favourable in the interests of the Owner. Tenders will be evaluated on the combination of information provided in the Form of Tender and Appendices, which may offer the best value and not necessarily the lowest price. The Owner reserves the right to conduct pre-selection meetings with Tenderers. The Owner further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected Tender to the wishes of the Owner. Acceptance of any tender may be subject to budgetary considerations and/or Town of Port McNeill Council approval, and/or the approval of other jurisdictions having authority.

REFERENCE NO. 2024-02

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

FORM OF TENDER
PAGE 1 OF 12

### FORM OF TENDER

Owner:	Town of Port McNeill  Waterfront Revilatization – Harbour Restroom and Shower Facilities Building  Construction							
Contract:								
Reference No.	2024-02							
To Owner:								
WE, THE UNDERSIGNED:	1.1	have received and carefully reviewed all of the <i>Contract Documents</i> , including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:						
		; (ADDENDA, IF ANY)						
	1.2	have full knowledge of the <i>Place of the Work</i> , and the <i>Work</i> required; and						
	1.3	have complied with the Instructions to Tenderers; and						
ACCORDINGLY WE HEREBY OFFER	2.1	to perform and complete all of the <i>Work</i> and to provide all the labour, equipment and material all as set out in the <i>Contract Documents</i> , in strict compliance with the <i>Contract Documents</i> ; and						
	2.2	to achieve Substantial Performance of the Work on or before October 31, 2024; and (WORK DURATION OR DATE)						
	2.3	to do the <i>Work</i> for the price, which is the sum of the products of the actual quantities incorporated into the <i>Work</i> and the appropriate unit prices set out in Appendix 1, the " <i>Schedule of</i> "						

to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities* and *Prices*, and excludes *GST*.

Quantities and Prices", plus any lump sums or specific prices and adjustment amounts as provided by the Contract Documents. For the purposes of tender comparison, our offer is

Tenderer's Initials:	
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Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

FORM OF TENDER
PAGE 2 OF 12

**WE CONFIRM:** 

3.1 that we understand and agree that the quantities as listed in the Schedule of Quantities and Prices are estimated, and that the

actual quantities will vary.

**WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this tender:

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the

Instructions to Tenderers – Part II.

WE AGREE: 5.1

that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:

- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- b) a Baseline Construction Schedule, as provided by GC 4.6.1;
- a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
- d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- e) a Health and Safety Program Manual pertaining to the Work; and

Tenderer's Initials	• •
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Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

6.1

5.1.2	within 2 Days of receipt of written "Notice to Proceed", or
	such longer time as may be otherwise specified in the
	Notice to Proceed, commence the Work; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

#### WE AGREE:

- that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
- 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*.

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner, in an amount equal to the lesser of:

- 6.1.3 the face value of the Bid Security; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

### I (WE) DECLARE THAT:

- 7.1 I (we) recognize that the lowest or any tender will not necessarily be accepted; and
- 7.2 I (we) recognize that the *Owner* reserves the right to reject all tenders or to accept the tender which best suits its long-term objectives; and I (we) recognize that the *Owner* reserves the right to accept or reject all or part of this Tender at any time during the period specified by paragraph 5.1 of this Form of Tender.

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

FORM OF TENDER PAGE 4 OF 12

OUR ADDRESS IS AS FOLLOWS:	8.1	
		Phone:
		Email:
		Attention:
		This Tender is executed this
		day of
		Contractor:
		(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
		(I DEL ELGAL NAME DI GORFORATION, FARTNERSTIIF DE INDIVIDUAL)
		(AUTHORIZED SIGNATORY)
		(ACTIONALE SIGNATURE)
		·
		(AUTHORIZED SIGNATORY)

### **TOWN OF PORT MCNEILL**

WATERFRONT REVITALIZATION - HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

APPENDIX 1 PAGE 5 OF 12

### FORM OF TENDER - APPENDIX 1 SCHEDULE OF QUANTITIES AND PRICES

### (See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include GST. GST shall be shown separately.)

No.	Section Reference	Brief Description See MMCD Master Municipal Specifications and Supplementary Specifications for Additional Details and Descriptions	Unit	Qty.	Unit Price	Amount
		ral Requirements				
		mental Protection				
1	1.6.1 S	Environmental Protection	Each	1		
01 73	13S Mobiliza	tion and Demobilization		•	<del>, , , , , , , , , , , , , , , , , , , </del>	
2	1.1 S	Mobilization and Demobilization, shall not exceed 10% of the Total Price, excluding GST	Each	1		
	ion 03 - Conc					
03 30		Walks, Curb and Gutter				
4	1.4.5S	Concrete Sidewalk	LS	1		
5	1.4.10S	Concrete Parking Lot Curb Stops	Each	27		
		s and Site Improvements				
32 31	13 Chain Lin	k Fences & Gates				
6	1.5.4	Handrail on Concrete Retaining Wall as per standard MMCD Detail C14	Lineal Metres	21		
Divis	ion 33 – Utilit	ies				
33 11	01S- Waterw	orks				
7	1.8.4 S	Materials and trenching required for 40mm Water Service and Connection to existing Kiosk with all fittings and appurtenances as per Detail 2 on Sheet C102 of the Contract Drawings	LS	1		
33 34	01S - Sewag	e Forcemains		•		
8	1.8.10 S	Materials and trenching required for 40 mm diameter Forcemain c/w Tie-In and Inspection Chamber, as per Detail 1 on Sheet C102 of the Contract Drawings	LS	1		
Wash	room Buildir	ig .				
9	1.1S	Washroom Building including all Architectural, Mechanical, Structural, Electrical, and Geotechnical Components (excludes Footing Drain)	LS	1		
10	1.1S	Footing Drain (Optional)	LS	1		
Tender Price						
					GST (5%)	
				Tender Price	e with GST	
-						

Tenderer's	Initials:	
I EIIUEI EI S	IIIIIIais.	

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

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### Form of Tender – Appendix 2 Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

### **Preliminary Construction Schedule**

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

MILESTONE DATES:
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ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

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### Form of Tender – Appendix 3 Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

### **Experience of the Superintendent**

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name:	
Experience:	
Dates:	
Project Name:	
Responsibility:	
References:	
Dates:	
Project Name:	
Responsibility:	
References:	
Dates:	
Project Name:	
Responsibility:	
References:	

Tenderer's Initials:

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## Form of Tender – Appendix 4 Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

### **Comparable Work Experience**

See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

PROJECT	OWNER / CONTACT NAME PHONE		WORK DESCRIPTION	VALUE (\$)	
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			
	Owner / Contract				
	Phone (	)			

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### Form of Tender – Appendix 5

Waterfront Revitalization - Harbour Restroom and Shower Facilities Building Construction

### **Subcontractors**

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initi	ials:
i ciluci ci o ililli	ais.

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### Form of Tender - Appendix 6

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

### **Product Specifications**

Please provide product specifications for *Tender Item No.9 – Washroom Building*.

DESCRIPTION	MANUFACTURER	MODEL	OPTIONS & ACCESSORIES
Mandatory:			
Sanitary Lift Station			
Hot Water Heater			
Backflow Preventer			
Baseboard Heaters			
Optional:			

Tenderer's Initials:	
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### Form of Tender – Appendix 7

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

### PRIME CONTRACTOR AGREEMENT

#### PRIME CONTRACTOR AGREEMENT

- 1. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:
  - .1 be the "prime contractor" for the "Work site", and
  - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".
- 2. The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
  - .3 whether any contractual relationship exists between the Contractor and any of these entities, and
  - .4 whether such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:

Coordination of multiple-employer Workplaces

### **118 (1)** In this section:

"multiple-employer Workplace" means a Workplace where Workers of 2 or more employers are Working at the

same time;

"prime contractor" means, in relation to a multiple-employer Workplace,

- a) the directing contractor, employer or other person who enters into a written agreement with the owner of that
- b) Workplace to be the prime contractor for the purposes of this Part, or if there is no agreement referred to in paragraph (a), the owner of the Workplace.
- (2) The prime contractor of a multiple-employer Workplace must
  - a) ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational
  - b) health and safety are coordinated, and do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

Tenderer's Initials:	
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Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

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Tenderer's Initials:

(3) Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- 3) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- 4) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act and the B.C. Employment Standards Act while contracted by the *Town of Port McNeill* on the *Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction* and will abide by all Workers Compensation Board Regulation requirements.

on

REFERENCE NO. 2024-02

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction

DRAFT FORM OF AGREEMENT PAGE 1 OF 7

### **DRAFT FORM OF AGREEMENT**

	BETWEE	EN OWNER AND CONTRACTOR
	This agre	eement made in duplicate this
	c	day of, 20
Contract: Reference No.		nt Revilatization – Harbour Restroom and Shower Facilities Construction
	BETWE	EN:
	The	Town of Port McNeill 1775 Furney Place Port McNeill, BC V0N 2R0
		(the "Owner")
	AND:	
		(the "Contractor")
The Owner and the Conti	ractor agr	ree as follows:
Article 1 The Work Start / Completion	1.1	The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
Dates	1.2	The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before October 31, 2024 subject to (INSERT DATE OF SUBSTANTIAL PERFORMANCE) the provisions of the Contract Documents for adjustments to
	1.3	the <u>Contract Time</u> .  Time shall be of the essence of the Contract.

2.1

REFERENCE NO. 2024-02

### Article 2 Contract Documents

- The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

### Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
  - 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
  - 3.1.2 all lump sums, if any, as listed in the <u>Schedule of Quantities and Prices</u>, for items relating to or incorporated into the *Work*; plus
  - 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The <u>Contract Price</u> shall be the entire compensation owing to the <u>Contractor</u> for the <u>Work</u> and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the <u>Work</u>.

### Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the <u>Contract Documents</u>, the Owner shall make payments to the <u>Contractor</u>.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

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### Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the <u>Contract Documents</u> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the <u>Contract Documents</u>, no action or failure to act by the <u>Owner</u>, <u>Contract Administrator</u> or <u>Contractor</u> shall constitute a waiver of any of the parties' rights or duties afforded under the <u>Contract</u>, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <u>Contract</u>.

### **Article 6 Notices**

6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The Owner:

### **Town of Port McNeill**

1775 Furney Place

Port McNeill, BC V0N 2R0

Attention: Brenda Johnson

Email: CFO@portmcneill.ca

The Contractor:

Attention:			
Email:			

The Contract Administrator:

#### We Wai Kai Engineering LP

2005 Eagle Drive

Campbell River, BC V9H 1V8

Attention: John Sorenson, P.Eng.

Email: john.sorenson@wwkengineering.ca

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
  - 6.2.1 immediately upon delivery, if delivered by hand; or

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DRAFT FORM OF AGREEMENT
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- 6.2.2 at the time of receipt stated on the email received in the recipient's inbox, if sent by email; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- The sender of a notice by email assumes all risk that the email is received.

### Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the <u>Contract Documents</u> are for convenience only and do not form part of this <u>Contract</u> and will not be used to interpret, define or limit the scope or intent of this <u>Contract</u> or any of the provisions of the <u>Contract Documents</u>.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

DRAFT FORM OF AGREEMENT PAGE 5 OF 7

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(AUTHORIZED SIGNATORY)

·	(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
•	(AUTHORIZED SIGNATORY)
•	(AUTHORIZED SIGNATORY)
Owner:	
	Town of Port McNeill (FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
	(AUTHORIZED SIGNATORY)

Waterfront Revitalization – Harbour Restroom and Shower Facilities Building Construction Reference no. 2024-02

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### Schedule 1 Schedule of Contract Documents

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

**NOTE**: The documents noted with "\*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated 2019. All sections of this publication are included in the Contract Documents.

- Agreement, including all Schedules;
- Supplementary General Conditions;
- 3. General Conditions\*;
- 4. Supplementary Specifications;
- Specifications\*;

13.

- 6. Supplementary Standard Detail <u>Drawings</u>;
- 7. Standard Detail <u>Drawings</u>\*;
- 8. Executed Form of Tender, including all Appendices;
- 9. <u>Contract Documents</u> listed in Schedule 2 to the Agreement –"List of Contract Documents";
- Instructions To Tenderers Part I;
- 11. Instructions to Tenderers Part II\*;

The following Addenda:

12. Supplemental Updates released by the MMCD

14. Geotechnical Design Memo by Terran Geotechnical dated June 11, 2024

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### Schedule 2 List of Contract Documents

DRAWING NO.	TITLE	DATE	REVISION NO.	REVISION DATE
C0	Title Sheet	2024-03-28	Α	2024-07-16
C100	Legend and General Notes	2024-03-28	Α	2024-07-16
C101	Overall Plan	2024-03-28	Α	2024-07-16
C102	Grading Plan	2024-03-28	Α	2024-07-16
C103	Details	2024-03-28	Α	2024-07-16
A1	Street View	2024-05-09	003	2024-06-26
A2	Layout & Elevations	2024-05-09	003	2024-06-26
A3	Sections, Roof Layout, Framing	2024-05-09	003	2024-06-26
A4	Electrical Layout	2024-05-09	003	2024-06-26
S1.0	Structural General Notes	2024-06-26	0	2024-06-26
S2.0	Structural Foundation Plan and Roof Framing Plan	2024-06-26	0	2024-06-26
\$3.0	Structural Typical Sections and Details	2024-06-26	0	2024-06-26

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### SUPPLEMENTARY GENERAL CONDITIONS

# (TO BE READ IN CONJUNCTION WITH "GENERAL CONDITIONS" CONTAINED IN THE 2019 EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS")

Owner: Town of Port McNeill

**Contract:** Waterfront Revilatization – Harbour Restroom and Shower Facilities Civil Works

Reference No. 2024-01

### **Table of Contents**

SGC 1.0	Definitions
SGC 2.0	Documents
SGC 4.0	Contractor
SGC 6.0	Other Contractors
SGC 9.0	Valuation of Changes and Extra Work
SGC 10.0	Force Account
SGC 13.0	Delays
SGC 18.0	Payment
SGC 21.0	Workers Compensation Regulations
SGC 24.0	Insurance
SGC 25.0	Maintenance Period

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WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION

#### 1.0 DEFINITIONS

1.66 Delete clause 1.66.1 and replace as follows

"Substantial Performance" means the stage of completion when of total of the incomplete, defective, and deficient Work, as certified by the Contract Administrator, is capable of completion or correction at a cost of not more than:

3% of the first \$500,000 of the Contract Price:

2% of the next \$500,000 of the Contract Price; and

1% of the balance of the Contract Price; and

the Work, or a substantial part of it, is ready for use or is being used for the purpose intended.

1.79 Add new clause 1.79 as follows

"Payment Certifier" has the meaning set out in SGC 18.6.6

1.80 Add new clause 1.80 as follows

"Provide" or "Provision of" means supply and placement of an item.

1.81 Add new clause as follows

"Engineer" shall mean the Owner's engineer appointed to provide technical support during the course of the *Work*.

1.8. Add new clause as follows

2

"Working Hours" shall be limited to Monday to Saturday. No Work shall be permitted on a Sunday or a Statutory Holiday. The hours of Work shall be limited to 7:00 am to 6:00.pm.

### 2.0 DOCUMENTS

**Interpretation** 2.2 Add new clause 2.2.5 as follows

The *Contract Drawings* shall not be used for construction of the *Work* unless Issued for Construction by the *Engineer* or *Contract Administrator*.

#### 4.0 CONTRACTOR

**Control of the Work** 4.1 Add new clause 4.1.3 as follows

The *Contractor* is responsible for all staking and survey layout required for the completion of the *Work*, as shown on the *Contract Drawings* or

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

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as directed by the *Contract Administrator*. The *Contractor* is to also provide "as-built" information as per Supplemental Specification Section 01 33 01 Project Record Documents. No separate or additional payment will be made for this work.

### Protection of Work, Property and the Public

### 4.3 Add new clause 4.3.4(4) as follows

Support of power, telephone poles, underground mains, wiring, and light standards required to complete the work shall be the responsibility of the *Contractor* and completed in accordance with utility company standards. The *Contractor* shall schedule the work with the appropriate utility company in advance so as not to delay the work. All costs associated with the work shall be considered incidental and no separate payment be made for this item.

### Add new clause 4.3.7 as follows

The *Contractor* shall locate, mark, and protect from damage or disturbance any and all stakes, survey pins, monuments, and markers at the place of the work. All survey stakes, pins, monuments, or markers which, in the opinion of the *Owner*, have been damaged or disturbed shall be made good following construction by a registered B.C. land surveyor at the *Contractor's* expense.

### Add new clause 4.3.8 as follows

A Good Neighbour Policy shall apply to this contract: "Contractors working on Municipal rights-of-way or on private land where new rights-of-way are being created, be required to provide written notice to the residents in the immediate area of the works, describing what is being constructed, when the works will occur, who to contact for more information and what precautions should be taken if necessary; and that the work-site be posted for safety reasons."

#### Add new clause 4.3.9 as follows

The *Contractor's Work* shall be confined to the *Owner's* premises, including statutory rights-of-way, easements and construction permit limits, whenever possible. The *Contractor* shall not enter upon or place materials on other private premises except by written consent of the individual *Owners* and shall save the *Owner* harmless from all suits and actions of every kind and description that might result from use of private property.

### Add new clause 4.3.10 as follows

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The *Contractor* shall confine his equipment, storage of materials and operation of *Work* to the limits indicated by law, permits, or direction of the *Contract Administrator*, and shall not unreasonably encumber the premises with his materials. The *Contractor* shall comply with the *Contract Administrator* instructions regarding signs, advertisements, fires and smoking. The working site shall at all times be kept free of rubbish and unnecessary hazards to persons, materials, and equipment.

Add new clause 4.3.11 as follows

Local traffic shall be provided access to private properties at all times. Emergency traffic such as Police, Fire, Ambulance, and Disaster Units shall be provided reasonable access at all times. The *Contractor* shall be liable for any damage which may result from his failure to provide such reasonable access.

Add new clause 4.3.12 as follows

The Contractor shall submit a Traffic Management Plan in which the extent and duration of any road closures associated with the work are identified. Two-way traffic via one open lane shall be maintained on public roads at all times unless the Contractor has obtained the Owner's approval. The Contractor is cautioned that approval of full road closures is not guaranteed. Traffic control on all roads shall be in strict accordance with the Traffic Control Manual for Work on Roadways published by the Ministry of Transportation and Highways.

### Temporary Structures and 4.4 Facilities

Add new clause 4.4.3 as follows

The *Contractor* shall provide clean sanitary latrine accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Ministry of Health and other bodies having jurisdiction. The *Contractor* shall permit no public nuisance.

### **Construction Schedule** 4.6 Add new clause 4.6.8 as follows

The *Contractor* shall submit the Adjusted Baseline Schedule to the *Contract Administrator* with each Monthly Progress Claim.

#### **Workers** 4.8 Add new clause 4.8.2 as follows

The *Contractor* attests to compliance with Section 5 of the Skills Development and Fair Wage Act in projects where the provincial contribution to a Municipal project exceeds \$250,000.

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION

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### Materials 4.9 Add new clause 4.9.3 as follows

The *Contractor* is totally responsible for the quality of material and product which they provide and for the Work.

Add new clause 4.9.4 as follows

Other materials on site, whether existing structures, vegetation, topsoil, gravel, sand or other excavated or piled materials, are the property of the *Owner* or of the owner of the land on which the work is located. Only those materials specifically noted in the specification or on drawings, as belonging to the *Contractor* shall become the *Contractor*'s property.

Add new clause 4.9.5 as follows

Where there are excess excavated materials, unsuitable materials excavated or materials of any kind that are excavated but not used in the *Work*, such materials are not the property of the *Contractor* unless authorized in writing by the *Contract Administrator* or specified to be disposed of by the *Contractor*.

### Tests and Inspections 4.12 Replace existing clause 4.12.4 as follows

The *Owner* will obtain the services of a testing agency under supervision of the *Contract Administrator* for quality assurance including, but not limited to, the following:

- (1) Sieve analysis of sands and aggregates to be supplied for the *Work*.
- (2) Aggregates and mix design for Portland Cement concrete.
- (3) Standard Proctor Density curves for backfill and embankment materials and roadway and walkway granular base and subbase materials.
- (4) Compaction control tests for backfill and embankment material and roadway and walkway granular base and subbase materials.
- (5) Any product testing that is required and is specified under various sections of the specifications.

Any product testing that is required and is specified under various sections of the specifications.

Add new clause 4.12.11 as follows

Testing shall be in accordance with pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials (ASTM) and Canadian Standards Association (CSA).

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### Add new clause 4.12.12 as follows

Product testing, mill tests and laboratory reports shall demonstrate that products and materials supplied by the *Contractor* meet the specifications under various sections of the *Contract Documents*.

Add new clause 4.12.13 as follows

When tests on product, material or completed portions of the *Work* carried out by the *Contractor* or the *Contractor*'s testing agency or by the *Owner*'s testing agency yield results not meeting the requirements of the *Contract Documents*, the *Contractor*, in addition to carrying out remedial work or replacement of the product or material shall provide for retesting of the remedied work and the replacement product and material. Retesting, including retesting by the *Owner's* testing agency, shall be at the Contractor's expense.

Add new clause 4.12.14 as follows

If the *Contractor* fails or refuses to do remedial work or replace unacceptable material or product, the *Contract Administrator* may refuse to certify payment and the *Owner* may refuse to make payment, in addition to any other remedies the *Owner* may have.

### Truck Routes and 4.17 Disposal Sites

Add new clause 4.17.1 as follows

In hauling of material to and from the work site, the routes to be followed by trucks shall be confined to designated arterial and collector roads as shown on the road classification plan as issued by the Town. Where a dumpsite can only be accessed by way of a local road, the route shall be the shortest possible way from an arterial or collector road and shall be agreed to by the *Contract Administrator* in advance of the work. The *Contractor* shall be responsible for road cleanup along all trucking routes used in association with the work. The cost of this cleanup shall be paid by the *Contractor* and considered incidental to the work. The *Contractor* shall be responsible for obtaining and securing a legal dumpsite. All costs associated with that dumpsite shall be the responsibility of the *Contractor* and shall be considered incidental to the *Work*.

Disposal of Wood 4.18
Debris, Organic
Debris, and/or Waste
Excavated Material

.18 Add new clause 4.18.1 as follows

Prior to disposal of any wood debris, organic debris and/or waste excavated material, the *Contractor* shall submit a disposal management strategy in accordance with all applicable Laws, Bylaws

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WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION

and Regulations to the *Contract Administrator* for approval. Subject to the *Contract Administrator's* approval, the *Contractor* shall ensure that all wood debris, organic debris and/or waste excavated material that is removed from the work site is managed in accordance with this approved disposal management strategy. The *Contractor* shall be required to employ acceptable methods of disposal, approved disposal site location(s), and shall be required to obtain and submit copies of all relevant permits and/or approvals prior to the disposal of any wood debris, organic debris and/or waste excavated material. Regardless of the aforementioned, the *Owner* reserves the right to disallow any or all of the *Contractor's* proposed disposal management strategy if it is determined that they will result in undesirable environmental impacts.

### 6.0 OTHER CONTRACTORS

### Coordination and Connection

6.2

Add new clause 6.22 as follows

If the performance of any *Contract* for the project is likely to be interfered with by the simultaneous execution of some other *Contract* or *Contracts*, the *Contract Administrator* shall decide which *Contractor* shall cease Work temporarily and which *Contractor* shall continue, or whether the *Work* under the *Contracts* can be coordinated so the *Contracts* may proceed simultaneously. The *Owner* shall not be responsible for any damages suffered or extra costs incurred by the *Contractor*, resulting directly or indirectly from the award or performance or attempted performance of any other *Contract* or *Contracts* on the project, or caused by any decision or omission of the *Contract Administrator* respecting the order of precedence in the performance of the *Contracts* other than for the extension of time.

# 9.0 VALUATION OF CHANGES AND EXTRA WORK

### **Valuation Method** 9.2 Add new clause 9.2.1.3 as follows

Should a lump sum method be used for determination of the value of a *Change*, the *Contractor* shall determine the value of the *Change* by calculating his actual cost for all labour and materials associated with each item contained within the *Change* and applying a 10% mark up on all actual costs associated with the *Change* for Overhead and Profit. All costs are required to be supported by documentation satisfactory to the *Contract Administrator* and all applicable rates are to be satisfactory to the *Contract Administrator*.

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#### 10.0 FORCE ACCOUNT

### Force Account Costs 10.1 Delete clause 10.1.1(4) and replace with the following

Force Account Work Performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (1), (2) and (3) of this GC, plus a markup of 5%, or (ii) the actual amount the Contractor pays the Subcontractor including a markup of 10% on such actual cost to cover all overhead and profit.

#### 13.0 DELAYS

### Liquidated Damages for Late Completion

13.9 Delete clause 13.9.1(1) and replace as follows

as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay an amount of \$1500 per day or pro rata portion for each calendar day that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus

### 18.0 PAYMENT

Holdbacks 18.4 Add new clause 18.4.1(3) as follows

The *Owner* will retain a holdback but will not establish a Holdback Trust Account pursuant to Section 5 of the *Builders Lien Act*.

### Substantial Performance 18.6 Delete clause 18.6.5 and replace as follows

The *Owner* will release any builder's lien holdback on the 56th day following the date of *Substantial Performance*, or other date as required by law, but the *Owner* may holdback the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3 and 18.4.4, or the Maintenance Period Financial Security if not received by this date.

Delete clause 18.6.6 and replace as follows

The Contract Administrator, as defined herein, shall be the Payment Certifier responsible under Section 7 of the Builders Lien Act for certifying Substantial Performance of the Work of the Contractor, but not the Work of Subcontractors. The Contractor shall co-operate with and assist the Contract Administrator by providing information and assistance in as timely manner as the Contract Administrator considers necessary to carry out the duties of the Payment Certifier for the Contract.

The Contractor shall be the Payment Certifier responsible under Section 7 of the Builders Lien Act for certifying Substantial

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REFERENCE NO. 2024-02

Performance of the Work of each Subcontractor. Prior to certifying completion for a Subcontractor, the Contractor shall consult with the Contract Administrator and obtain the Contract Administrator's comments on the status of completion by the Subcontractor, including any deficiencies or defects in the Subcontractor's Work noted by the Contract Administrator. The Contractor will indemnify and save the Owner harmless from any and all liability the Owner may have to anyone arising out of the certification by the Contractor of Substantial Performance for that Subcontractor.

Notwithstanding any other provision of the *Contract*, no payments will be due or owing to the *Contractor* so long as a Lien filed by anyone claiming under or through the *Contractor* remains registered against the Project or any lands, or interest therein, on which *Work* for the project was performed. Failure of the *Contractor* to remove all Liens promptly will entitle the *Owner* to damages.

# 21.0 WORKERS COMPENSATION REGULATIONS

### Contractor is "Prime 21.2 Contractor"

1.2 Add new clause 21.2.2 as follows

If the *Work* is being completed as part of a project for which the *Owner* already has a *Prime Contractor* designated then the *Contractor* will be responsible to ensure that they assume direction from the *Prime Contractor* as per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3).

#### 24.0 INSURANCE

**Required Insurance** 24.1 Add new clause 24.1.1(6) as follows

The *Contractor's* Pollution Liability Insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death, and damage to property.

Add new clause 24.1.7 as follows

The *Contractor* shall ensure the following are additional named insured under this contract:

Town of Port McNeill
We Wai Kai Engineering LP

### 25.0 MAINTENANCE PERIOD

### Correction of Defects 25.1 Add new clause 25.1.4 as follows

The *Owner* is authorized to make repairs to defects or deficiencies if,

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ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

# Maintenance Period 25.4 Financial Security

4 Add new clause 25.4.1 as follows

Within 10 days of the issue of the Certificate of Substantial Performance delivered to the Owner, a Maintenance Period Financial Security in the form of cash or a clean, irrevocable Letter of Credit in a form acceptable to the Owner in the amount of 5% of the Contract Price, issued by a major Canadian chartered bank which has a branch in Campbell River, BC, is payable to the Owner within the Maintenance Period.

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# **SUPPLEMENTARY SPECIFICATIONS**

(TO BE READ IN CONJUNCTION WITH THE 2019 EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS")

Owner: Town of Port McNeill

**Contract:** Waterfront Revitalization – Harbour Restroom and Shower Facilities Building

Construction

Reference No. 2024-02

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01 20 00S	Measurement and Payment
01 23 10S	Substitutions
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SUPPLEMENTARY SPECIFICATION PAGE 1 OF 3

# SECTION 01 07 00S ABBREVIATIONS

#### 1.0 GENERAL

1.1 Abbreviations – Specification, Methods, Standards

1	General
	General

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

ARCA Alberta Roofing Contractors Association
ASCE American Society of Civil Engineers
ASTM American Society for Testing and Materia

ASTM American Society for Testing and Materials AWPA American Wood Preservers Associations

AWS American Welding Society

BCLMA B.C. Lumber Manufacturer's Association

CAN National Standard of Canada

CCA Canadian Construction Association
CISC Canadian Institute of Steel Construction
CITC Canadian Institute of Timber Construction
CPCI Canadian Prestressed Concrete Institute
CRCA Canadian Roofing Contractors Association

CSA Canadian Standards Association

CWB Canadian Welding Bureau

ISO International Organization for Standardization

NBC National Building Code

PCI Prestressed Concrete Institute
PMBC Plywood Manufacturer's Association

SJI Steel Joist Institute

SSPC Steel Structures Painting Council WCB Worker's Compensation Board

## .2 Utilities

API American Petroleum Institute

AWWA American Water Works Association

CGA Canadian Gas Association

CGSB Canadian General Standards Board
CSPI Corrugated Steel Pipe Institute
IAO Insurer's Advisory Organization

RTAC Roads and Transportation Association of Canada

ULC Underwriters Laboratories of Canada
USA United States of America Standards (ASA)

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SUPPLEMENTARY SPECIFICATION PAGE 2 OF 3

# Section 01 07 00S Abbreviations

.3 Mechanical

AFBMA Anti Friction Bearing Manufacturer's Association
AGMA American Gear Manufacturer's Association
AMCA Air Moving and Conditioning Association
ANSI American National Standards Institute
ACR Air Conditioning and Refrigeration Institute

ASHRAE American Society of Heating Refrigerating and Air Conditioning Engineers

NFPA National Fire Protection Association SAE Society of Automotive Engineers

.4 Electrical

AIEE American Institute of Electrical Engineers

CEC Canadian Electrical Code

EEMAC Electrical and Electronic Manufacturers Association of Canada

IEC International Electrotechnical Commission
IEEE Institute of Electrical and Electronic Engineers

IES Illuminating Engineers Society

IPCEA Insulated Power Cable Engineer's Association LEMA Lighting Equipment Manufacturer's Association

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NESC National Electrical Safety Code

## .5 Use of Abbreviations

These abbreviations refer to Specifications, Methods and Standards issued by the respective Association, and the abbreviations are used in the specifications.

Alphanumeric designations following the abbreviations denote the specification, method, or standard.

# 1.2 Abbreviations – Metric

## .1 General

The specifications are metric and metric usage is based upon SI units in accordance with CSA Standard CAN/CSA-Z234.1 Canadian Metric Practice Guide. In this specification SI units are abbreviated in accordance with the Metric Units and Abbreviations below:

## .2 Linear Measure

Metre m
Millimetre mm
Kilometre km
micrometre micro-m

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SUPPLEMENTARY SPECIFICATION PAGE 3 OF 3

# SECTION 01 07 00S ABBREVIATIONS

.3	Area	
	Square metre Square millimeter Hectare	m² mm² ha
.4	Volume Cubic metre Litre	m³ L
.5	Mass and Density Kilogram Gram Tonne Kilogram per metre Gram per metre Kilogram per square metre Gram per square metre Kilogram per cubic metre	kg g t kg/m g/m kg/m <sup>2</sup> g/m <sup>2</sup> kg/m <sup>3</sup>
.6	Temperature Degree Celsius	°C
.7	Force, Pressure, Stress Newton Kilonewton Pascal Kilopascal Megapascal	N kN Pa kPa MPa
.8	Velocity, Rate of Flow Metre per second Metre per hour Kilometre per hour Litre per second Cubic metre per second	m/s m/h km/h L/s m <sup>3</sup> /s
.9	Power, Energy, Heat, Work Watt Kilowatt Kilowatt hour Joule	W kW kWh J
.10	Electricity Ampere volt	A V

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

SUPPLEMENTARY SPECIFICATION PAGE 1 OF 1

# SECTION 01 20 00S MEASUREMENT AND PAYMENT

## 1.0 GENERAL

- .1 All work of the project must be included under the Payment items included.
- .2 The Owner will not consider claims by the Contractor for extra Payment on grounds that work performed or labour and/or materials supplied in accordance with the requirements of the Contract Documents could not be properly charged to Payment Items listed in the Form of Tender.
- .3 The items in the Form of Tender shall cover all that is necessary to construct and complete the work. Include costs of a general nature for work not directly listed on the Form of Tender but included in the Contract Drawings by either direct mention or implication, in those Payment Items to which they pertain most closely.
- .4 Incorporate all costs including Contractor's overhead and profit associated with finding and supplying all material and performing all work specified in the Contract Documents in the Payment Items set out in the Form of Tender. All work items shall be paid for only once. If a work item is incorrectly included in two or more separate Payment Items, the Engineer shall determine the Payment Item which most reasonably applies.

**END OF SECTION 01 20 00S** 

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SUPPLEMENTARY SPECIFICATION PAGE 1 OF 2

# SECTION 01 23 10S SUBSTITUTIONS

### 1.0 GENERAL

## 1.1 General

- .1 The Contract Price is based upon those materials and equipment models identified and named in the detailed Specifications. Substitutions or variations to those specified will not be allowed without formal submittal, review, and acceptance in accordance with this section.
- .2 The Specification sections contain pertinent performance criteria, quality, function, and requirements for materials and methods to achieve the *Work* described.
- .3 Coordinate and modify affected works as required to complete project to the satisfaction of all relevant parties and regulating authorities.
- .4 Normally substitutions will not be permitted unless:
  - a) The specified product is not available
  - b) The specified product does not meet critical delivery
  - c) The substitute has a greater or equal value to the *Owner* for a lower cost.

# 1.2 Request for Substitution

- .1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer the naming of the item is regarded as the standard to establish the type, function and quality required.
- .2 Material or equipment of equal or better performance and quality may be offered in substitution for those specified. Requests for review of substitute items of material and equipment will not be accepted by *Contract Administrator* from anyone other than the *Contractor*.
- .3 Requests for substitution include any request for changes from the *Contractor* which require significant design changes, redesign, or significant design reviews.
- .4 Request for substitution to be made by written application to *Contract Administrator* and to include sufficient data to enable the *Contract Administrator* to assess the acceptability of requirements, including the following:
  - a) All submittal information required for the specified equipment, including all deviations from the specified requirements and/or necessitated by the requested substitution.
  - b) Materials of construction, including material Specifications and references.
  - c) Dimensional drawings, showing required access and clearances, including any changes to the Work required to accommodate the proposed substitution.
  - d) Drawings and details showing changes if the offered substitution necessitates changes to or coordination with other portions of the *Work*. These changes are to be performed as part of the substitution of material or equipment at no additional cost.

WATERFRONT REVITALIZATION – HARBOUR RESTROOM AND SHOWER FACILITIES BUILDING CONSTRUCTION REFERENCE NO. 2024-02

SUPPLEMENTARY SPECIFICATION PAGE 2 OF 2

# SECTION 01 23 10S SUBSTITUTIONS

- e) Certification that the proposed substitute will adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.
- f) Information and performance characteristics for all system components and ancillary devices to be furnished as part of the proposed substitution.
- g) Reproducible Contract Drawings, marked up to illustrate all alterations to all structural, architectural, mechanical, electrical and HVAC systems required to accommodate the proposed substitution.
- h) Certification that acceptance of the proposed substitute will not prejudice achievement of Substantial Performance.
- i) Itemization of all costs including any licence fee or royalty that will result directly or indirectly from the acceptance of the proposed substitution, including redesign and cost of claims of any other contract affected by the resulting change.
- j) Guaranteed credit or cost reduction offered if the proposed substitution is accepted.
- k) Recommended maintenance requirements and availability of spare parts and service.

### 1.3 Contract Administrator's Review

- .1 Contract Administrator will evaluate each proposed substitution. Contract Administrator will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without Contract Administrator's prior written acceptance by either a Change Order or a reviewed shop drawing.
- .2 The *Contractor* shall pay the *Contract Administrator*'s cost, above and beyond the time required to review shop drawings for a specified product and for evaluating the requested substitution even though the request may be denied. Costs will be charged on a time-and expense basis and will be deducted from progress payments due the *Contractor*.

**END OF SECTION 01 23 10S** 

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# SECTION 01 33 00S SUBMITTALS

### 1.0 GENERAL

# 1.1 Categories of Submittals

- .1 General requirements and detailed Specifications require various submissions to demonstrate that materials, equipment, methods, and work comply with the provisions and intent of the Contract Documents. Submittals fall into two general categories:
  - a) Submittals for Review
  - b) Submittals for Information Only
- .2 Provide submittals in accordance with this section and as specified in the various technical sections contained throughout the Specifications and Supplemental Specifications.
- .3 The *Contract Administrator* may require additional submittals from the *Contractor* when, in the opinion of the *Contract Administrator*, such additional submittals are warranted.

## 1.2 Administrative

- .1 Submittals covered by these requirements include manufacturers' information and data sheets, descriptive data, certificates, product data, shop drawings, test procedures, test results, samples, requests for substitutions, all mechanical, electrical, and electronic equipment and systems, fabricated items, piping, and miscellaneous work-related submittals.
- .2 Adjustments made on shop drawings or other submittals by the *Contract Administrator* are not intended to change the Contract Price. If adjustments affect the value of work, the *Contractor* shall submit a request in writing to and receive approval from the *Contract Administrator* prior to proceeding with the work.
- .3 Provide to *Contract Administrator* for review the submittals specified. Submit all information promptly and in an orderly sequence to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract time and no claim for extension by reason of such default will be allowed.
- .4 Include the projected dates for Submissions of Submittals for Review in the Construction Schedule specified in General Condition 4.6.1
- Do not proceed with work affected by any submittal until review is complete. Normally, submittals for review and comment will be returned to the *Contractor* within 15 days, and within 30 days for substitutions, exclusive of any time awaiting clarification or further information. However, the time for returns will necessarily vary and may exceed 15 days depending upon the complexity of the submittal, the number of submittals, and the express needs of the *Contractor*.

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# SECTION 01 33 00S SUBMITTALS

- Review submittals prior to submission to the *Contract Administrator*. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents. Submittals not stamped, signed, dated, and identified by the *Contractor* will be returned without being examined and will be considered rejected.
- .7 Clearly edit submittal documents to indicate only those items, models, or series of equipment, which are being submitted for review. Cross out or otherwise obliterate all extraneous materials.
- .8 Ensure there is no conflict with other submittals
- .9 Coordinate submittals among *Subcontractors* and suppliers.
- .10 Coordinate submittals with the Work so that work will not be delayed, and schedule different categories of submittals so that one will not be delayed for lack of coordination with another.
- .11 The *Contractor* is responsible for the accuracy and completeness of information submitted. Notify the *Contract Administrator* in writing of materials, equipment, or methods of work which deviate from the Contract Documents. Notification in writing to accompany submittal transmittal and to be noted under deviations.
- .12 The *Contractor*'s responsibility for errors, omissions, and deviations in submission is not relieved by the *Contract Administrator*'s review of submittals.
- .13 Keep one reviewed copy of each submission on site.
- .14 Detail all shop drawings and data sheets using the metric system. Prepare to a drafting standard equivalent to the Contract Drawings.
- .15 Shop drawings and data sheets indicating modified design requirements or design requirements not included in the Contract Documents require the seal of a qualified Professional *Contract Administrator*, registered in the Province of British Columbia.

## 1.3 Transmittal Procedure

- .1 Accompany all submittals with transmittal form 01 33 00S-A attached.
- .2 Use a separate form for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Identify Contract Document, equipment numbers, equipment descriptors, drawing numbers, and Specification Sections for each submittal and item in each submittal.
- .3 Identify submittal documents common to more than one piece of equipment with all the appropriate equipment numbers.

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# SECTION 01 33 00S SUBMITTALS

- .4 Use a single form for submittals for various items when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- Note a unique number, sequentially assigned, on the transmittal form accompanying each item submitted. Submittals will be classified according to categories agreed to by the *Contractor* and *Contract Administrator*. Use the following format by category for submittal numbers: "XXX", where "XXX" is the sequential number assigned by the *Contractor*. Resubmittals will have the following format: "XXX-Y", where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

#### 1.4 Submittals for Review

- .1 All submittals, except where specified to be submitted for information only, to be submitted by the *Contractor* to the *Contract Administrator* for review. Provide submittals for review for all equipment and material substitutions, proposed alternatives, or deviations from that specified.
- .2 Submittals which do not have all the information required to be submitted, including notation of all deviations from the Contract requirements, are not acceptable and will be returned without review.
- .3 Review by the *Contract Administrator* is for the sole purpose of ascertaining conformance with the general design concept in accordance with the Specifications. This review does not mean the *Contract Administrator* approves the detail design inherent in the submittals, shop drawings and data sheets, responsibility for which remains with the *Contractor*, and such review does not relieve the *Contractor* of responsibility for errors or omissions in the shop drawings and data sheets or of responsibility for meeting all requirements of the Contract Documents. The *Contractor* is responsible for dimensions, which are to be confirmed and correlated at the job-site, for information that pertains solely to fabrication processes or techniques of construction and installation, and for coordination of the work of all subtrades.
- .4 Indicate materials and methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes, and other information necessary for completion of work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the section under which the adjacent items will be supplied and installed. Indicate cross references to Contract Drawings and Specifications.
- .5 Submit 2 hard copies and 1 digital copy of submittals, except where other quantities are specified, including shop drawings for each requirement requested in Specification sections and as the *Contract Administrator* may reasonably request. In addition, for all drawings larger than 11x17 inches submit one reproducible vellum or double-sided mylar.

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# SECTION 01 33 00S SUBMITTALS

- .6 Submittals for review will be returned to the *Contractor* with one of the four following notations:
  - a) If the review indicates that the material or equipment complies with the Contract Documents, submittal copies will be marked "Reviewed". In this event, the *Contractor* may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  - b) If the review indicates limited modifications are required, copies will be marked "Reviewed as Modified". The *Contractor* may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance data, provide a corrected copy.
  - c) If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "Revise and Resubmit". Do not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "Reviewed" or "Reviewed as Modified".
  - d) If the review indicates that the material, equipment, or work method does not comply with the Contract Documents, copies of the submittal will be marked "Rejected – See Remarks". Submittals with deviations which have not been identified clearly may be rejected. Do not undertake the work covered by such submittals until a new submittal is made and returned marked either "Reviewed" or "Reviewed as Modified".
- .7 After submittals are stamped "Reviewed" or "Reviewed as Modified", no further revisions are permitted unless re-submitted to the *Contract Administrator* for further review.
- .8 If upon review by the *Contract Administrator*, no errors or omissions are discovered or if only minor corrections are made, 1 hard copy and 1 digital copy will be returned, and fabrication and installation of work may proceed. If shop drawings and data sheets are rejected, 1 noted copy and remaining unmarked copies will be returned, and resubmission of corrected shop drawings and data sheets, through the same procedure indicated above, are to be performed before fabrication and installation of work may proceed.
- .9 The Town may deduct from payments due to *Contractor*, costs of additional *Contract Administrator* time for reviews incurred if shop drawings and data sheets are not corrected after one (1) review by *Contract Administrator*.

# 1.5 Submittals for Information Only

.1 Where specified, furnish submittals to the *Contract Administrator* for information only at least 30 days prior to commencement of the work covered by the submittal. Submittals for information only will be used by the *Contract Administrator* for general information and filed without comment. The *Contract Administrator* retains the right to return submittals for information only if the submittal does not comply with the Contract Documents and general design criteria.

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# SECTION 01 33 00S SUBMITTALS

- .2 Submittals for information only are not subject to review procedures. They are to be provided as part of the Work under the Contract and their acceptability determined under normal inspection procedures.
- .3 Submit 2 hard copies and 1 digital copy of information only submittals including product data, manufacturer's standard data sheets, or brochures for requirements requested in Specification Sections and as the *Contract Administrator* may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
- .4 Submit operation and maintenance information. Obtain from each manufacturer specific equipment record data, performance data, and maintenance requirements.
- .5 Where specified, submit to the *Contract Administrator* calculations sealed by a qualified Professional Engineer, for information only.

# 1.6 Request for Substitution

- .1 Make requests for substitution by written application accompanied with sufficient information as specified under Section 01 23 10S to permit the *Contract Administrator* to identify the nature and scope of the request.
- .2 Follow submittal procedures and submit the required number of copies of all information for each substitution request.
- .3 Upon receipt of written application for substitution from the *Contractor*, including the specific information specified, the *Contract Administrator* will estimate the cost and time requirement of evaluating the request and present the estimates to the *Contractor*. The *Contractor* is advised that the estimates are based upon the best information available to the *Contract Administrator* at the time, however the actual cost based on time and expense will be documented and applied in the final analysis of the substitution request.
- .4 If the Contractor wishes the Contract Administrator to continue the review of the request, advise the Contract Administrator in writing and submit sufficient additional information as may be requested by the Contract Administrator. No evaluation will take place until such time as the Contractor has agreed to the estimate in writing and has authorized the Contract Administrator to deduct the cost of the evaluation from monthly progress payments due the request by the Contractor.

**END OF SECTION 01 33 00S** 

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# SECTION 01 33 00S SUBMITTALS

Submittal Description:					Subm	ittal No:¹		
	·						Section: ——	
To:	Attn:				Routing		Sent	Received
Owner:				Contract	tor/CM			
Project:				CM/DEC	CM/DECS			
				DECS/C	М			
Contrac	ctor:				CM/Con	tractor		
	sending yo	□ U	ittached Inder sepa	rate cover via	□ Submi □ Substi	tution (SUB)	ew (RVU) mation only (IN nance Informa	
Item	Copies	Date	Section No.	Description		Review action <sup>a</sup>	Reviewer Initials	Review comments attached
A 44 l	al distance le de ce	4. 16	DEV D	viewed; RAM= Reviewed	Las Martificat DAD	Davids and Da		4 1
Contra Certify	either A or We have v	erified the		erial or equipment co related work, specific			ets all the requ	irements,
□ B.				erial or equipment co ed deviations.	ntained in this s	submittal mee	ets all the requ	irements
	<u>No.</u>					<u>Deviation</u>		
		ertified by	:					
	0.			actor's Signature				

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# SECTION 01 33 01S PROJECT RECORD DOCUMENTS

# 1.7 Recording Site Conditions

# (Add the following)

- .5 On the worksite set of drawings, the *Contractor* shall record any changes that are made during the actual construction of the work. The purpose of recording these changes is to provide Drawings of Record at the end of the work.
- .6 The *Contractor* shall be responsible for the adequacy and the reliability of the information recorded on the drawings of record.
- .7 At the completion of the construction period, the *Contractor* shall turn over the set of construction record drawings that have been marked up with changes during the course of the work to the *Contract Administrator* to permit the *Contract Administrator* to prepare Drawings of Record for the *Work*.

END OF SECTION 01 33 01S

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# SECTION 01 34 00S SHOP DRAWINGS

#### 1.0 GENERAL

- .1 This section specifies general requirements and procedures for contractors submissions of shop drawings and product data to *Engineer* for review. Additional specific requirements for submissions are specified in individual sections of Divisions 2 to 46. **Note shop drawings and product data are required for all equipment whether specified in the technical specifications or referenced on the drawings.**
- .2 Until submission is reviewed, *Work* involving relevant product may not proceed.
- .3 Present shop drawings in metric units unless specified otherwise.
- .4 *Contractor's* responsibility for errors and omissions in submission is not relieved by *Engineer's* review of submissions.
- .5 Notify *Engineer*, in writing at time of submission, identifying deviations from requirements of *Contract Documents* stating reasons for deviations.
- .6 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Engineer's review of submission, unless Engineer gives written acceptance of specific deviations.
- .7 Make any changes in submissions which Engineer may require consistent with *Contract Documents* and resubmit as directed by *Engineer*.
- .8 Notify *Engineer*, in writing, when resubmitting, of any revisions other than those requested by *Engineer*.

## 1.2 Submission Requirement's

- .1 Coordinate each submission with requirements of work and *Contract Documents*. Individual submissions will not be reviewed until all related information is available.
- .2 Allow 7 days for *Engineer's* review of each submission.
- .3 Accompany submissions with transmittal letter, in duplicate, containing:
  - .1 Date
  - .2 Project title and number.
  - .3 Contractor's name and address.
  - .4 Identification and quantity of each shop drawing.
  - .5 Name and address of:
    - .1 Subcontractor.
    - .2 Supplier.
    - .3 Manufacturer.
  - .6 Other pertinent data.
- .4 After *Engineer's* review, distribute copies.

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# SECTION 01 34 00S SHOP DRAWINGS

# 1.3 Shop Drawings

- .1 Shop drawings: original drawings, or modified standard drawings provided by Contractor, to illustrate details of portions of work, which are specific to project requirements.
- .2 Maximum sheet size 1000 x 707 mm.
- .3 Submit 3 copies of shop drawings.

## 1.4 Product Data

- .1 Product data: manufacturer's catalogue sheets, brochures, literature, performance charts and manufactured products.
- .2 Submit 2 copies of product data.

**END OF SECTION 01 34 00S** 

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# SECTION 01 57 01S ENVIRONMENTAL PROTECTION

## 1.0 GENERAL

- .3 General Requirements
  - .1 This Supplementary Specification shall be read in conjunction with MMCD Section 01 57 01 Environmental Protection
  - .2 The *Contractor* shall adhere to best practices for the protection of the environment and maintain all facilities and measures so as to ensure that no deleterious substances are discharged into the environment.

### 1.9 Notifications

The Owner may notify the Contractor in writing of any non-compliance with the MMCD provisions or of any environmentally objectionable acts. The Contractor shall, after receipt of such notice from the Owner, immediately take corrective action. Such notice, when delivered to the Contractor or the Contractor's authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

**END OF SECTION 01 57 01S** 

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# SECTION 01 73 13S MOBILIZATION AND DEMOBILIZATION

### 1.0 GENERAL

.1 SS Section 01 71 13S refers to specific portions of the work not addressed elsewhere within the specifications. Section includes Mobilization and Demobilization.

# 1.1 Measurement and Payment

- .1 Mobilization and demobilization shall include the Contractor's costs of mobilization at the beginning of the project and the costs of demobilization at the end of the project.
- .2 Included in mobilization are such items as bonding, insurance, permits, moving personnel, materials and equipment to the site, setting up temporary facilities and all preparation for performing the Work.
- .3 Included in demobilization are preparation and submission of operation and maintenance manuals, removal of all personnel, materials and equipment, and cleanup of the site and the Work.
- .4 The lump sum price bid for this work shall be relative to the costs involved but shall not exceed ten percent (10%) of the Total Price (excluding GST).
- .5 Payment will be made as follows, as approved by the Contract Administrator.
  - .1 60% of the quotation bid will be included in the first progress payment certificate.
  - .2 40% of the quotation bid will be included in the final progress payment certificate.
  - .3 The Contract Administrator may at his discretion at his discretion recommend partial payment if mobilization or demobilization are not complete.

**END OF SECTION 01 73 13S** 

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# SECTION 01 74 00S OPERATING AND MAINTENANCE MANUALS

### 1.0 MANUALS

- .1 Provide an organized compilation and description of operational and maintenance data including detailed technical information, documents and records describing operation and maintenance of individual products or systems.
- .2 Manuals shall contain the following sections entitled:
  - .1 Section 1: Civil components;
  - .2 Section 2: Mechanical Components;
  - .3 Section 3: Pumping Components
  - .2 Section 4: Electrical Power components;
  - .3 Section 5: Electrical Control and Instrumentation components
- .3 For all equipment and items, the operating and maintenance manuals shall include:
  - .1 Appropriate submittals form
  - .2 Specification data;
  - .3 Vendor drawings;
  - .4 Manufacturers recommended operating, maintenance and service data including:
    - nameplate information including make, size, capacity, model number and serial number:
    - spare parts lists as recommended by manufacturer;
    - operating instructions;
    - maintenance instructions:
    - maintenance and service materials or special tools;
    - trouble shooting procedures:
- .4 Name, address and telephone number of local or closest supplier c/w contact person;
- .5 Warranty & guarantee information;
- .6 Test data obtained during commissioning.
- .7 Results of testing and commissioning.

## 2.0 GENERAL

- .1 Assemble, coordinate, bind and index required data into Operation and Maintenance Manual and organize data into required sections.
- .2 Label each section with tabs protected with celluloid covers fastened to hard paper dividing sheets.
- .3 Type descriptions, lists and notes.
- .4 Drawings, diagrams and manufacturers literature must be legible.

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# SECTION 01 74 00S OPERATING AND MAINTENANCE MANUALS

## 3.0 SUBMISSIONS

- .1 Provide one set of completed operating and maintenance manuals to Contract Administrator for **review four weeks prior to scheduled date for commissioning.** Revise manuals as directed by *Engineer*.
- .2 When manuals are approved provide **four identical sets** of approved operating and maintenance manual binders to the *Owner*.
- .3 Commissioning may not proceed until manuals are approved by the *Engineer*.

## 4.0 BINDERS

.1 Binders: Black vinyl 3-ring hard cover with clear vinyl overlay on front, open at top to accept full page identification insert. Suitable for 8 1/2 inch wide by 11 inch high documents.

## 5.0 CONTENTS

- .1 Binders:
  - .1 Cover sheet containing:
    - .1 Date submitted.
    - .2 Project title, location and project number.
    - .3 Names and addresses of Contractor, and all Sub-contractors.
    - .4 Table of Contents.
- .2 Technical sections as specified.
- .3 Identify each major section with individual title page (ie CIVIL, MECHANICAL, ELECTRICAL)

## 6.0 EQUIPMENT

Unless specified otherwise all equipment and components supplied and installed under this contract shall be included in the manuals.

**END OF SECTION 01 74 00S** 

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# Section 03 30 20S Concrete Walks, Curbs and Gutters

### 1.0 GENERAL

# 1.4 Measurement and Payment

.5 Replace Clause 1.4.5 as follows

Payment for concrete sidewalks, in-fill strips and walkways and all concrete ramps where shown on the Contract Drawings includes supply and placing of the concrete and granular base under the concrete sidewalks, in-fill strips and walkways and will be made separately for each specified thickness and type of finish. Payment will be made on a lump sum basis for concrete walkways based on the extents shown on the Contract Drawings.

.10 Add Clause 1.4.10 as follows

Payment for concrete parking lot curb stops is to include all labour and materials required to place and pin curbs as shown on the Contract Drawings. Payment is to be made for each individual curb stop placed.

**END OF SECTION 03 30 20S** 

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# SECTION 09 90 00S PAINTING

#### 1.0 GENERAL

## 1.1 Work Included

- .1 The following items generally describe the work of this section.
  - .1 Painting of:
    - Pipe supports and clamps located above floor grating level;
    - Handrails;
    - Doors:
    - Ventilation ductwork;
    - All electrical or mechanical equipment requiring painting;
  - .2 Painting of building interior concrete floors and plywood walls and ceilings.

# 1.2 Workmanship

.1 Workmanship shall conform to Master Painters Association (MPA) of B.C. standards.

# 1.3 Applying Paint

- .1 Apply paint by brushing, spraying or combination of both.
- .2 Where surface to be painted is not under cover, do not apply paint when:
  - .1 Air temperature is below 5 degrees C or when temperature is expected to drop to 0 degrees C before paint has dried.
  - .2 Temperature of surface is over 50 degrees C unless paint is specifically formulated for application at high temperatures.
  - .3 Fog or mist occur at site; it is raining or snowing; there is danger of rain or snow; relative humidity is above 85%.
  - .4 Surface to be painted is wet, damp or frosted.
  - .5 Previous coat is not dry.
- .3 Provide cover when paint must be applied in damp or cold weather. Protect, shelter, or heat surface and surrounding air to comply with temperature and humidity conditions specified in 3.4.2. Protect until paint is dry or until weather conditions are suitable.
- .4 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.
- .5 Apply each coat of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.

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# SECTION 15 01 00S BASIC MECHANICAL REQUIREMENTS

#### 1.0 GENERAL

.1 Include completed Equipment Specification Sheets.

## 1.1 Temporary Use of Equipment

.1 Make written application for approval to the *Contract Administrator* for use of the *Owner's* equipment for any reason prior to the date of *Substantial Performance*.

# 1.2 Fire Separations

- .1 Conform to the following requirements to maintain the continuity of fire separations, whether or not shown on the drawings.
- .2 Combustible construction that abuts on or is supported by a non-combustible fire separation shall be constructed so that its collapse under fire conditions will not cause the collapse of the fire separation.
- .3 Combustible members, fastenings, and the like shall not be used to anchor equipment to a fire separation.
- .4 Openings for non-combustible pipes or ducts shall be tightly fitted or fire stopped to prevent the passage of smoke or flame. Be responsible for ensuring that where work passes through a fire separation, the opening shall be plugged with a ULC labeled and approved firestopping sealant system to maintain the integrity of the fire separations.

## 2.0 PRODUCTS

## 2.1 Quality of Materials

- .1 Furnish new materials, apparatus or products required for the work, of first class quality, delivered, erected, connected up and finished in every detail.
- .2 Unless otherwise specified, all products are CSA approved.
- .3 All fire protection materials, apparatus or products are approved.
- .4 If materials, apparatus or products are not CSA or UL approved, obtain approval of the Authority Having Jurisdiction prior to installation. Pay all applicable charges levied and make all modifications required for approval.

## 2.2 Specified Equipment Deviations and Approvals

.1 Base all bids on the equipment and material specified. Should bidder desire to use equipment or material of a make other than those specified or approved equal, they shall submit a report in writing at least seven (7) working days prior to close of tenders. An addendum listing any further approved manufacturers will be issued by the *Engineer* prior to

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# SECTION 15 01 00S BASIC MECHANICAL REQUIREMENTS

closing of tenders. Propose only standard catalogue products of established manufacturers, of equal quality, finish and durability to those specified.

.2 A bidder may propose the use of equipment not listed in the Approval List, but the tender price must be based on equipment as listed in the Approval List. The Contractor shall show the difference in price between the approved equipment and the proposed equipment as an "Alternate Price".

# 2.3 Control System Wiring

- .1 As applicable, the Contractor is responsible for all control wiring and connections (120 Volt and less) including those between line voltage temperature and humidity controls, safety, limiting and other devices directly related to starters, holding coils, auxiliary contractors, interlocks, relays, etc., as required for the performance of control system and sequence of operation all as specified.
- .2 Provide all wiring and conduit in accordance with the relevant Electrical Codes, and in no case smaller than #12 AWG for 110 Volt wiring and above.

# 2.5 Mechanical Equipment Approval List

.1 The following is a list of manufacturers whose products are approved for installation in the work, providing the product chosen meets with the design characteristics and features of the item where a particular trade name and model is given and installation is described. Conform to space limitations on products which are approved as equal in design characteristics.

(Items marked with an asterisk [\*] require shop drawings.)

#### GENERAL

.1 Piping Hangers Grinnell, Myatt .2 Gate, Globe, Check, Crane, Jenkins, Toyo, Red-White, Nibco Ball, Plug Valves Rockwell, Kitz, Apollo \* .3 Acudor, Milcor, Maxam, Mifab Access Doors \* .4 Water Pressure Reducing Valves Watts \* .5 Diesel Generator Exhaust System Selkirk

# NOISE, VIBRATION, AND SEISMIC CONTROL

\* .1 Vibration Isolation Mason, Vibron, Vibro-Acoustics, Vibrex, CalDyn, Amber Booth, Korfund

.2 Flexible Duct Thermaflex, Wiremold

\* .3 Pipe Restraints Trelleborg

# **HEATING & VENTILATING**

\* .1 Fire Dampers Ruskin, Nailor Industries, National Controlled Air

\* .2 Grilles, Registers, Diffusers Price, Titus, Nailor-Hart, Carnes

.1 Control Dampers

\* .2 Controls and Instrumentation

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# SECTION 15 01 00S BASIC MECHANICAL REQUIREMENTS

* .3 .4 .5 * .6 * .7 * .8 * .9	Duct Sealant Seal, Flexible Duct Heat Recovery Ventilator Units Electric Heating Coils Air Filters Fans Centrifugal Fans Trane,	Flexmaster, Multi-Purpose, Robson's Duct Seal, Ticki-Tuff Thermaflex, Wiremold VanEE, Venmar, Greenheck, Mitsubishi Thermolec Camfil Farr, A.A.F Delhi, Loren Cook, Greenheck, Penn Northern Blower, Twin City, Greenheck,		
* .10	Louvres	Chicago, Loren Cook Airolite, Penn Airstream, West Vent, Alumavent, Ruskin, Nailor Industries		
* .11	Electric Heaters:	Ouellet, Chromalox, Qmark		
PLUMBING				
.1	Stops	Dahl, Brasscraft, Watts		
* .2	Floor Drains, Hose Bibbs Clean-outs, Trap Primers, Water Hammer Arrestors Roof Drains	Zurn, Watts, Enpoco, Mifab		
* .3	Backflow Preventers	Watts, Febco, Cla-Val, Beeco		
* .4	Plumbing Brass	American Standard, Symmons, Chicago Valley, Crane, Cambridge Brass, Kohler, Powers, Zurn Aqua-Spec		
* .5	S. S. Sinks	Aristaline, K.I.L., AMI		
* .6	Fixtures	Crane, American Standard, Kohler		
* .7	Toilet Seats	Moldex, Bemis, Beneke, Centoco		
Contro	ols			

Ruskin, Johnson Proportion Aire, Honeywell Johnson, Honeywell, ESC Automation,

Control Solutions, Fraser Valley Controls,

Modern Systems, Houle Controls

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# SECTION 15 01 00S BASIC MECHANICAL REQUIREMENTS

## 3.0 EXECUTION

## 3.1 Co-ordination

- .1 Give full co-operation to those doing work under other contracts and furnish in writing, with copies to the *Engineer*, any information necessary to permit the work of other contracts to be installed satisfactorily and with least possible interference or delay.
- .2 If work is installed before co-ordination with other trades or so as to interfere with the work of other trades, make necessary changes in the work to correct the conditions without extra charge.

# 3.2 Accessibility

- .1 Locate all equipment which must be serviced, operated or maintained in fully accessible positions, with minimum interference and maximum usable space. Make minor deviations from drawings to allow for better accessibility but obtain prior approval for changes of magnitude or changes involving extra cost.
- .2 Be responsible for supplying and installing all access panels in the ceiling, wall, partitions, etc., where openings are necessary for the proper servicing or removal of equipment covered by these drawings and specifications. Construct panels of metal and of the type required by the construction of the ceilings, walls, partitions, etc., in which they are located. Access panels shall be fire rated when installed in fire separations. Determine the location subject to the approval of the *Engineer*. Access panels are specified in Section 15 05 00S.

# 3.4 Cutting & Patching

- .1 Furnish and locate all sleeves and inserts required before the floor and walls are built, or be responsible for the cost of the cutting and patching required or for pipes where sleeves and inserts were not installed, or where incorrectly located, or where they have to be relocated due to conflict with other parts of the overall project.
- .2 Do not cut structural members without the prior approval of the *Engineer*.

# 3.5 Waterproofing

.1 Obtain approval for the installation method employed where any work pierces waterproofing concrete and waterproofing. Furnish all necessary grout rings, sleeves, caulking, counter flashing and flashing required to make openings through walls, floors, etc., absolutely watertight. This applies to, but is not restricted to ducts, grilles, pipes, etc.

# 3.6 Protection

.1 Protect the work and material of all other Sections from damage and make good all damage thus caused, to the satisfaction of the *Engineer*.

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SUPPLEMENTARY SPECIFICATION PAGE 5 OF 5

# SECTION 15 01 00S BASIC MECHANICAL REQUIREMENTS

# 3.7 Cleaning

- .1 Any dirt, rubbish, or grease on walls, floors or fixtures for which this Division is responsible must be removed and the premises left in first class condition in every respect.
- .2 Clean all mechanical piping and equipment and leave in a condition to receive paint.

**END OF SECTION 15 01 00S** 

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SUPPLEMENTARY SPECIFICATION PAGE 1 OF 3

# SECTION 15 10 00S BUILDING SERVICES PIPING

#### 1.0 GENERAL

## 1.1 Work Included

- .1 Furnish all labour and materials, services and equipment required for the installation of additions, removals, and modifications to the existing building services piping system to form complete operable systems as shown on the drawings and specified herein.
  - Drainage system including all vents, piping, etc., with all necessary connections to not-in-contract equipment.
  - Foundation drainage system including all piping, foundation drainage, as may be applicable
  - Domestic hot water and cold water systems, piping, valves, etc., with all necessary connections to not-in-contract equipment.

## 1.2 Related Work

.1 Basic Mechanical Requirements

Section 15 01 00S

# 1.3 General Requirements

.1 Install all plumbing systems to the requirements and standards of the 2024 British Columbia Building Code and the authority having jurisdiction.

### 2.0 PRODUCTS

# 2.1 Drainage and Vent Pipe and Fittings

- .1 Storm, sanitary and sanitary piping:
  - DWV ABS or PVC drainage pipe with solvent weld ABS or PVC fittings.
  - Class 4000 mechanical joint cast iron soil pipe and fittings to CAN/CSA B70.
  - DWV copper drainage pipe with cast brass and/or wrought copper drainage fittings.
- .2 Sanitary and storm piping below concrete slab:
  - DWV ABS or PVC drainage pipe with solvent weld ABS or PVC fittings.
- .3 Foundation Drainage Piping (FTD):
  - Foundation drainage piping and fittings shall be standard duty PVC SDR 35 with two rows of 1/2" diameter holes 120 □ radially, holes facing downward, with solvent weld joints.
  - Provide cleanouts where shown on the drawings and as required to permit cleaning of the piping. Extend cleanout to grade level and provide access to fittings as follows:
  - Cleanouts in cast-in-place concrete, paving or pavers to be Zurn ZXN 1612.
  - Cleanout in landscaped areas to be PVC screwed pipe plubs with 12"x12"x6" thick concrete surround.

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SUPPLEMENTARY SPECIFICATION PAGE 2 OF 3

# SECTION 15 10 00S BUILDING SERVICES PIPING

# 2.6 Cleanouts

- .1 Cleanouts to be full size for pipe up to 100 mm [4"] and not less than 100 mm [4"] on larger pipe.
- .2 Cleanouts on vertical stacks to be Zurn Z-1445-3 with access panel on concealed stacks.
- .3 Cleanouts in finished floors to have removable covers, the cover to match surrounding finish, e.g., Zurn ZN-1400-5 for tiled floors.
- .4 Cleanouts in unfinished concrete floors to be Zurn Z-1410-2 with clamping collars on units located in waterproofed floors.

## 2.7 Floor Drains

- .1 Supply and install floor drains in the location and to the size as shown on the drawings and specified herein.
- .2 FD-A Zurn ZXN-415-B-P with heavy duty nickel bronze strainer, trap and trap primer connection FD-B Zurn ZXN-415-B-P-OF with heavy duty nickel bronze strainer, trap, oval funnel and trap primer connection.

## 2.8 Lead Flashings

.1 Supply and install 25 kg/sq. m. [5 lb/sq. ft.] sheet lead flashings to cleanouts and floor drains. Secure flashings to flashing clamps and extend 300 mm [12"] beyond the edge of the fittings.

### 3.4 Cleanouts

- .1 Supply and install cleanouts in all sanitary piping at the base of every stack and at all changes of direction and as indicated on the drawings, and as required by local codes.
- .2 Generally locate cleanouts at intervals not exceeding 15 metres on horizontal drains up to and including 100 mm [4"] diameter and 30 metres [100 ft.] on horizontal drains exceeding 100 mm [4"] diameter.
- .3 Extend all cleanouts so that the opening is readily accessible and has sufficient clearance for effective rodding and clearing.
- .4 Provide hub adaptor when mechanical joint cast iron pipe is used.

# 3.5 Tests and Inspection

.1 Supply all labour, materials and equipment necessary for all tests. All tests are subject to inspection.

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SUPPLEMENTARY SPECIFICATION PAGE 3 OF 3

# SECTION 15 10 00S BUILDING SERVICES PIPING

- .2 Tests on plumbing systems to consist of pressure tests. Use soap on all joints being pneumatically tested.
- .3 Correct all leaks by remaking the joints and retest the system until no leaks are observed.
- .4 Notify the Consultant and the authority having jurisdiction at least 48 hours in advance before commencing any tests.
- .5 Tests to be as follows:
  - All sanitary waste and storm drains hydraulic 35 kPa for 30 minutes.

**END OF SECTION 15 10 00S** 

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# SECTION 15 40 00S PLUMBING FIXTURES AND EQUIPMENT

#### 1.0 GENERAL

## 1.1 Work Included

.1 Furnish all labour and materials, services and equipment required for the installation a complete operable plumbing system as shown on the drawings and specified herein.

## 1.2 Related Work

- .1 Basic Mechanical Requirements Section 15 01 00S
- .2 Building Services Piping Section 15 10 00S

# 1.3 General Requirements

.1 Install all plumbing systems to the requirements and standards of the 2024 British Columbia Building Code.

### 2.0 PRODUCTS

## 2.1 Fixtures

- .1 All fixtures to be free from flaws or blemishes with surfaces clear, smooth and bright and have dimensional stability.
- .2 Exposed trim, supplies, traps, tubing, escutcheons and valves to fixtures to be chrome plated, unless otherwise noted.
- .3 Materials to be as follows:
  - Stainless steel fixtures to CSA B45.4-1975 Class II, Type 316 in accordance with CSA G110.6-1968.
  - Plumbing fittings to CSA B125-1975.

# 3.0 EXECUTION

## 3.1 Plumbing Fixtures

- .1 Install concealed water supply piping to plumbing fixture supplies using cast brass 90 degree drop ear elbows or drop ear tees as the piping design dictates. Provide blocking within the concealed space and secure elbows and tees to blocking using brass screws.
- .2 Supply and install all hangers, supports, brackets, reinforcement, 14 gauge thick steel backup plates, etc., for the proper installation and support of such fixtures and their respective supply fitting.
- .3 Where plumbing fixtures come in contact with wall and/or floor, seal joints with Dow Corning 780 building sealant, made watertight and beaded smooth in a neat workmanlike manner.

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SUPPLEMENTARY SPECIFICATION PAGE 2 OF 2

# SECTION 15 40 00S PLUMBING FIXTURES AND EQUIPMENT

.4 Install shower bases and shower cabinets on a mortar bed with polyethylene sheet between the mortor and the shower base.

# 3.2 Equipment

.1 Install equipment in accordance with manufacturer's recommendations.

**END OF SECTION 15 40 00S** 

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SUPPLEMENTARY SPECIFICATION PAGE 1 OF 1

# SECTION 33 11 01S WATERWORKS

### 1.0 GENERAL

## 1.4 Measurement and Payment

.4 Replace Clause 1.8.4 as follows

Payment for the service connection includes all related fittings and appurtenances required to tie in to an existing water kiosk as specified on Detail 2 of Sheet C102 of the Contract Drawings.

Payment includes all work described in 1.8.2 of this Section except for the labour required for the installation of the pipe up to 1m from the proposed building and the labour required for the connection at the water main for the service connection.

Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed.

**END OF SECTION 33 11 01S** 

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REFERENCE NO. 2024-01

SUPPLEMENTARY SPECIFICATION PAGE 1 OF 1

# SECTION 33 34 01S SEWAGE FORCEMAINS

### 1.0 GENERAL

## 1.8 Measurement and Payment

.11 Add new Clause 1.8.11 as follows

Payment for the forcemain service connection includes an inspection chamber and all related fittings and appurtenances required to tie into the main line as specified on Detail 1 of Sheet C102 of the Contract Drawings. Payment includes all trenching, backfilling, and all materials required.

Payment includes all work described in 1.6.4 of Section 33 30 01 and 1.8.2 of this Section except for the labour required for the installation of the pipe up to 1m from the proposed building and the labour required for the connection at the sanitary main for the forcemain service connection.

Measurement for service connections will be for each complete service installed, with no regard to length of service pipe installed.

### 3.0 EXECUTION

## 3.17 Add new Section 3.17 as follows

### **Service Connection Installation**

.1 Refer to Section 33 30 01 – Sanitary Sewers for Service Connection requirements as applicable.

**END OF SECTION 33 34 01S** 

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# WASHROOM BUILDING

# 1.0 GENERAL

# 1.1 Measurement and Payment

.1 Payment for the construction of the washroom building is inclusive of all architectural, mechanical, structural, electrical, and geotechnical components required to construct to the washroom building as shown on the Contract Drawings.

**END OF SECTION**