



Invitation To Tender

INVITATION TO TENDER NO. PS20220112 (the "ITT")

CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES

ITT No. PS20220112

Issue Date: February 18, 2022

Issued by: City of Vancouver (the "City")

Tenders are to be emailed to bids@vancouver.ca and must be received at bids@vancouver.ca prior to 3:00pm, Vancouver Time (as defined in Note 3 below), on March 10, 2022 (the “Closing Time”).

Tenders will be not be publicly opened. Tender results can be found within 48 hours of the Closing Time at the following website:

<http://vancouver.ca/doing-business/unverified-tender-results.aspx>

NOTES:

1. Tenders must be delivered to the email addressed specified above prior to the Closing Time.
2. “Vancouver Time” will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT TENDERS BY FAX.
5. All queries related to this ITT should be submitted in writing to the attention of:

Jason Lo, Contracting Specialist

Email: jason.lo@vancouver.ca

(the “Contact Person”)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
TABLE OF CONTENTS

PART A - INTRODUCTION **Pages A-1 to A-9**

- 1.0 Overview of Project
- 2.0 Sustainability
- 3.0 Tender Documents
- 4.0 Information Meeting
- 5.0 Administrative Requirements
- 6.0 Conduct of ITT - Inquiries and Clarifications
- 7.0 Third Party Vaccination Policy

APPENDICES TO PART A - INTRODUCTION

- Appendix 1 Information Meeting Attendance Form (1)
- Appendix 2 Response Notification Form (1)
- Appendix 3 Specifications, Drawings and Reference Documents
- Appendix 4 Site Plan

PART B - TERMS AND CONDITIONS OF ITT PROCESS **Pages B-1 to B-11**

- 1.0 Definitions and Interpretation
- 2.0 Submission Instructions
- 3.0 Bonds
- 4.0 Tender Price
- 5.0 Acceptance of Tenders
- 6.0 Award of Contract
- 7.0 Examination of Tender Documents
- 8.0 Site Examination/Pre-Submission Due Diligence By Tenderer
- 9.0 Interpretation and Clarifications
- 10.0 Product Approval
- 11.0 Insurance
- 12.0 WorkSafeBC
- 13.0 Labour Rates and Equipment
- 14.0 Lists of Subcontractors and Suppliers
- 15.0 Taxes and Fees
- 16.0 Non-Resident Withholding Tax
- 17.0 No Claim Against the City
- 18.0 Dispute Resolution
- 19.0 Confidentiality and Privacy
- 20.0 Release of Information Restricted

PART C - FORM OF TENDER **Pages FT1 to FT27**

- Cover Page
- 1.0 Tender Price and Schedule
- 2.0 Electronic Payments Acknowledgement
- 3.0 Irrevocability; Notice of Award
- 4.0 Notice to Proceed
- 5.0 Conditions
- 6.0 Addenda, Amendments and Questions and Answers
- 7.0 Certification
- 8.0 Labour
- 9.0 Contract Terms in the ITT

- Schedule "A" Schedule of Quantities and Prices
- Schedule "B" Preliminary Construction Schedule
- Schedule "C" Subcontractors and Suppliers
- Schedule "D" Tenderer's Experience with Related Work
- Schedule "E" Force Account Labour & Equipment Rates

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
TABLE OF CONTENTS

Schedule “F”	Form of Consent of Surety
Schedule “G”	Sustainability
Schedule “H”	Certificate of Insurance
Schedule “I”	Certificate of Existing Insurance
Schedule “J”	Undertaking of Insurance
Schedule “K”	Declaration of Supplier Code of Conduct Compliance
Schedule “L”	Conflict of Interest Declaration

PART D - FORM OF AGREEMENT

Form of Agreement

Pages AGT1 to AGT58

Schedule 1 - General Conditions
Schedule 2 - Specifications and Drawings
Schedule 3 - Schedule of Quantities and Prices
Schedule 4 - Subcontractors and Suppliers
Schedule 5 - Construction Schedule
Schedule 6 - Performance and Labour and Material Payments Bonds
Schedule 7 - Insurance Certificates
Schedule 8 - Force Account Labour and Equipment Rates
Schedule 9 - Insurance
Schedule 10 - City PreContract Hazard Assessments
Schedule 11 - Contractor PreContract Hazard Assessments

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART A - INTRODUCTION

1.0 OVERVIEW OF PROJECT

1.1 The City of Vancouver (the “City”) invites Tenders for construction services to repair and remediate three tide gates in the Southlands area, which include Carrington Tide Gate, Dunbar Tide Gate and Blenheim Tide Gate.

1.2 The Work generally includes, but is not limited to:

(a) Carrington Tide Gate:

- (i) Site visit to confirm flap gate adaptor ring dimensions;
- (ii) Prepare a Construction Environmental Management Plan;
- (iii) Prepare and submit all necessary submittals as outlined in the specifications and the drawings;
- (iv) Supply and fabrication of the custom stainless steel flap gate adaptor ring (as per specifications and drawings);
- (v) Apply for and obtain all necessary municipal permits. Permits to be obtained a minimum of one (1) week prior to mobilization;
- (vi) Obtain a Qualified Environmental Professional to act as the Environmental Monitor to implement environmental protection measures during construction;
- (vii) Transportation of new flap gate (supplied by the City) from the City’s Works Yard to the work location;
- (viii) Site isolation such that the work is completed in the dry, including fish salvage and related permits;
- (ix) Removal and salvage of existing flap gate, and transportation of existing flap gate to the City’s Works Yard;
- (x) Clean and bead weld repair of existing cast iron sleeve as required; and
- (xi) Installation of new flap gate adaptor ring, flap gate, and associated hardware and sealants.

(b) Dunbar Tide Gate:

- (i) Site visit to confirm trash rack and trash rack guide dimensions;
- (ii) Prepare a Construction Environmental Management Plan;
- (iii) Prepare and submit all necessary submittals as outlined in the specifications and drawings;
- (iv) Supply and fabrication of the custom galvanized steel trash rack guide and new trash racks (as per specifications and drawings);
- (v) Cut and coat existing rebar as indicated on the drawings;

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART A - INTRODUCTION

- (vi) Apply for and obtain all necessary municipal permits. Permits to be obtained a minimum of one (1) week prior to mobilization;
 - (vii) Obtain a Qualified Environmental Professional to act as the Environmental Monitor to implement environmental protection measures during construction;
 - (viii) Installation of new trash rack guide, trash racks, and associated hardware and sealants.
- (c) Blenheim Tide Gate:
- (i) Site visit to confirm dimensions;
 - (ii) Prepare a Construction Environmental Management Plan;
 - (iii) Prepare and submit all necessary submittals as outlined in the specifications and drawings;
 - (iv) Supply of the stainless steel flap gate complete with custom flange (as per specifications and drawings);
 - (v) Apply for and obtain all necessary municipal permits. Permits to be obtained a minimum of one (1) week prior to mobilization;
 - (vi) Obtain a Qualified Environmental Professional to act as the Environmental Monitor to implement environmental protection measures during construction.
 - (vii) Prepare detailed site isolation and dewatering plan. The plan shall include signed and sealed design drawings showing the Contractor's temporary works to isolate the site;
 - (viii) Site isolation such that the work is completed in the dry, including fish salvage and related permits;
 - (ix) Removal and salvage of existing flap gate, and transportation of existing flap gate to the City's Works Yard;
 - (x) Remove and grind flush protruding section of existing concrete pipe;
 - (xi) Repair existing crack in concrete headwall; and
 - (xii) Installation of new flap gate, and associated hardware and sealants.
- 1.3 The Work Site is located at Southlands neighborhood area, British Columbia. The Work Site is further described in the Tender Documents, including the Site Plan attached as Appendix 4.
- 1.4 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost-effectively perform and complete the Work.
- 1.5 IF A POTENTIAL TENDERER BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL TENDERER IS URGED TO CONTACT THE CONTACT PERSON AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL TENDERER REGARDING THE MATTER. SEE SCHEDULE "L" FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART A - INTRODUCTION

2.0 SUSTAINABILITY

- 2.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Tenderer is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct.
- 2.2 A Contractor is to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a Contractor supply materials, and where such materials may cause adverse environmental effects, each Tenderer should indicate the nature of the hazard(s) in its Tender. Furthermore, each Tenderer should advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 TENDER DOCUMENTS

- 3.1 The Tender Documents consist of the following and include the documents referred in Section 3.3 below):
- (a) Part A - Introduction, and its appendices:
 - (i) Appendix 1 - Information Meeting Attendance Form;
 - (ii) Appendix 2 - Response Notification Form; and
 - (iii) Appendix 3 - Specifications, Drawings and Reference Documents
 - (iv) Appendix 4 - Site Plan;
 - (b) Part B - Terms and Conditions of ITT Process;
 - (c) Part C - Form of Tender (including all schedules),
 - (d) Part D - Form of Agreement (including all schedules);
 - (e) the Specifications (available separately and to be incorporated into the Contract when finalized);
 - (f) the Drawings (available separately and to be incorporated into the Contract when finalized);
 - (g) all addenda or amendments to the ITT, and all questions and answers in connection with the ITT, issued in writing by the City prior to the Closing Time, as well as any addenda, amendments or questions and answers issued in writing by the City after the Closing Time and accepted in writing by the Tenderers.
- 3.2 All drawings and technical correspondence will be made available on the FTP site with details as follow:

To access the site, use your web browser and go to: <https://webtransfer.vancouver.ca>

The user ID is: **PS20220112dl@coveftp01**

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART A - INTRODUCTION

The password is: jUHLsEs3 (The password is case sensitive)

- 3.3 The Specifications and Drawings include the Master Municipal Specifications and Standard Detail Drawings contained within Volume II of the Master Municipal Construction Document (printing 2009) as supplemented by Schedule 1 - Supplemental General Conditions part of the Part D - Form of Agreement and the City of Vancouver Standard Detail Drawings (September 2019) and City of Vancouver Construction Specifications (November 2019) both of which can be found at <https://vancouver.ca/streets-transportation/street-design-construction-resources.aspx>.

4.0 INFORMATION MEETING

- 4.1 Tenderers are invited to attend the information meeting (the “**Information Meeting**”) on February 23, 2022 commencing at 3:00 pm (PST) which will include visits to Blenheim Tide Gate, Carrington Tide Gate and Dunbar Tide Gate (“**Sites**”). Given tide-related site access constraints, particularly for Dunbar Tide Gate, it is highly recommended that Tenderers attend the Information Meeting. The City anticipates 30 minutes at each site and 5 minutes travel time between tide gates.

- 4.2 The location of the Information Meeting will be at the three Sites in the Southlands neighborhood, Vancouver, British Columbia.

- 4.3 **Wednesday, February 23, 2022 commencing at 3:00 p.m.**

Blenheim: at the southern terminal of Blenheim St (approximately 7454 Blenheim St) in Vancouver BC; Start Time: 3:00 p.m.

Carrington: immediately north of Deering Island bridge at the foot of Carrington St in Vancouver BC; Estimated Start Time: 3:35 p.m.

Dunbar: south of Point Grey Golf Course on a marsh compensation area west of Deering Island in Vancouver BC; Estimated Start Time: 4:05 p.m.

- 4.4 Tenderers are asked to pre-register for the Information Meeting by submitting the Information Meeting Attendance Form (Appendix 1) to the Contact Person by email prior to 3:00 pm on February 22, 2022.

5.0 ADMINISTRATIVE REQUIREMENTS

- 5.1 Tenderers are asked to indicate their intentions to submit Tenders by submitting the Response Notification Form (Appendix 2) to the Contact Person by email on or before **March 3, 2022**.

- 5.2 It is the sole responsibility of each Tenderer to check the City’s website at <http://vancouver.ca/doing-business/open-bids.aspx> regularly for addenda, amendments and questions and answers related to this ITT, which the City may issue at any time during the process, and for any reason, at its discretion.

6.0 CONDUCT OF ITT - INQUIRES AND CLARIFICATIONS

- 6.1 The City will have conduct of this ITT, and all communications are to be directed only to the Contact Person named on the cover page. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

- 6.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART A - INTRODUCTION

6.3 The City welcomes inquiries, requests for clarification or comments from registered Tenderers. All inquiries or comments to the City must be in written form only. All inquiries, requests for clarification and comments must be e-mailed to jason.lo@vancouver.ca prior to **March 3, 2022 by 3:00 pm**, and must in each case be addressed to the attention of the Contact Person. In response to inquiries, requests for clarification or comments, the City, in its sole discretion, may make amendments to this ITT or may issue questions and answers to all Tenderers who have submitted a Response Notification Form and post them on the City's website.

7.0 THIRD PARTY VACCINATION POLICY

All the information to the Policy and the FAQs are available on our public webpage. See links below for details:

<https://policy.vancouver.ca/ADMIN056.pdf>

<https://vancouver.ca/home-property-development/covid-19-mandatory-vaccination-for-contractors.aspx>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
APPENDIX 1 (PART A) - INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Purchasing Services

Invitation to Tender No. PS20220112

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the ITT:

Jason Lo
City of Vancouver
Email: jason.lo@vancouver.ca

Your details:

Tenderer's Name:

"Tenderer"

Address:

Telephone:

Key Contact Person:

E-mail:

We will attend the Information Meeting for: ITT No. PS20220112, "CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES".

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
APPENDIX 2 (PART A) - RESPONSE NOTIFICATION FORM



CITY OF VANCOUVER
Purchasing Services

Invitation to Tender No. PS20220112

To acknowledge your intent to submit a Tender and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the ITT:

Jason Lo
City of Vancouver
Email: jason.lo@vancouver.ca

Your details:

**Tenderer's Legal
Name:**

"Tenderer"

Address:

Telephone:

Key Contact Person:

E-mail:

We WILL / WILL NOT submit a Tender in response to ITT No. PS20220112, "CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES" on or before the Closing Time.

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
APPENDIX 4 (PART A) - SPECIFICATIONS & DRAWINGS

SPECIFICATIONS, DRAWINGS, AND REFERENCE DOCUMENTS

The following is the list of Specifications for CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES:

Specifications for Southlands Tide Gates

01 27 00S	Measurement and Payment
01 33 00S	Submittal Procedures
01 53 01	Temporary Facilities
01 57 01	Environmental Protection
05 50 00S	Metal Fabrications
05 50 01S	Metal Fabrications (Adaptor Ring)
40 05 05S	Stainless Steel Pipe Welding

Specifications to be read in conjunction with Drawings.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
APPENDIX 4 (PART A) - SPECIFICATIONS & DRAWINGS

The following is the list of Drawings for CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES:

Drawings for Southlands Tide Gates

PS20220112 - Drawings - IFT - Carrington Street Floodbox - Flap Gate Replacement

<u>Drawing No.</u>	<u>Revision</u>	<u>Title</u>
2921-00-801	1	General Arrangement
2921-00-802	1	Details

PS20220112 - Drawings - IFT - Blenheim Floodbox - Tide Gate Replacement

<u>Drawing No.</u>	<u>Revision</u>	<u>Title</u>
2329-00-S-201	0	General Arrangement
2329-00-S-202	0	Details

PS20220112 - Drawings - IFT - Dunbar Floodbox - Steel Trash Rack Extension

<u>Drawing No.</u>	<u>Revision</u>	<u>Title</u>
2329-00-S-101	0	General Arrangement
2329-00-S-102	0	Details

Drawings to be read in conjunction with Specifications.

The following is the list of Reference Documents for CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES:

As-Built Drawings for Dunbar (For Information Only)

<u>Drawing No.</u>	<u>Revision</u>	<u>Title</u>
MGAL-01-101	3	Key Plan
MGAL-01-102	3	Clearing and Demolition
MGAL-01-103	4	General Layout Sheet 1 of 2
MGAL-01-104	3	General Layout Sheet 2 of 2
MGAL-01-105	4	Island Fill and Preload Sheet 1 of 2
MGAL-01-106	4	Island Fill and Preload Sheet 1 of 2
MGAL-01-107	3	Details Sheet 1 of 2
MGAL-01-108	4	Details Sheet 2 of 2
MGAL-01-109	9	Marsh Compensation Area, GA
MGAL-01-110	5	Marsh Compensation Area, Sections & Details
DIDL-01-002	3	General Arrangement, Sections
DIDL-01-003	3	Structural Concrete
DIDL-01-004	3	Miscellaneous Metal Work
DIDL-01-002	4	General Arrangement, Sections
DIDL-01-004	4	Miscellaneous Metal Work

As-Built Drawings for Blenheim (For Information Only)

Blenheim - Sewer and Outfall - Plan Profile

Blenheim - Pump Station - Plan and Section Arrangement

Blenheim - Pump Station - Site Plan and Outfall

Environmental Management Plans (EMP)

Dunbar and Blenheim Tide Gate / Outfall Renewal EMP

Carrington Flap Gate Upgrades - EMP

Report

Southlands Tide Gates - Confined Space Identification and Hazard Assessment

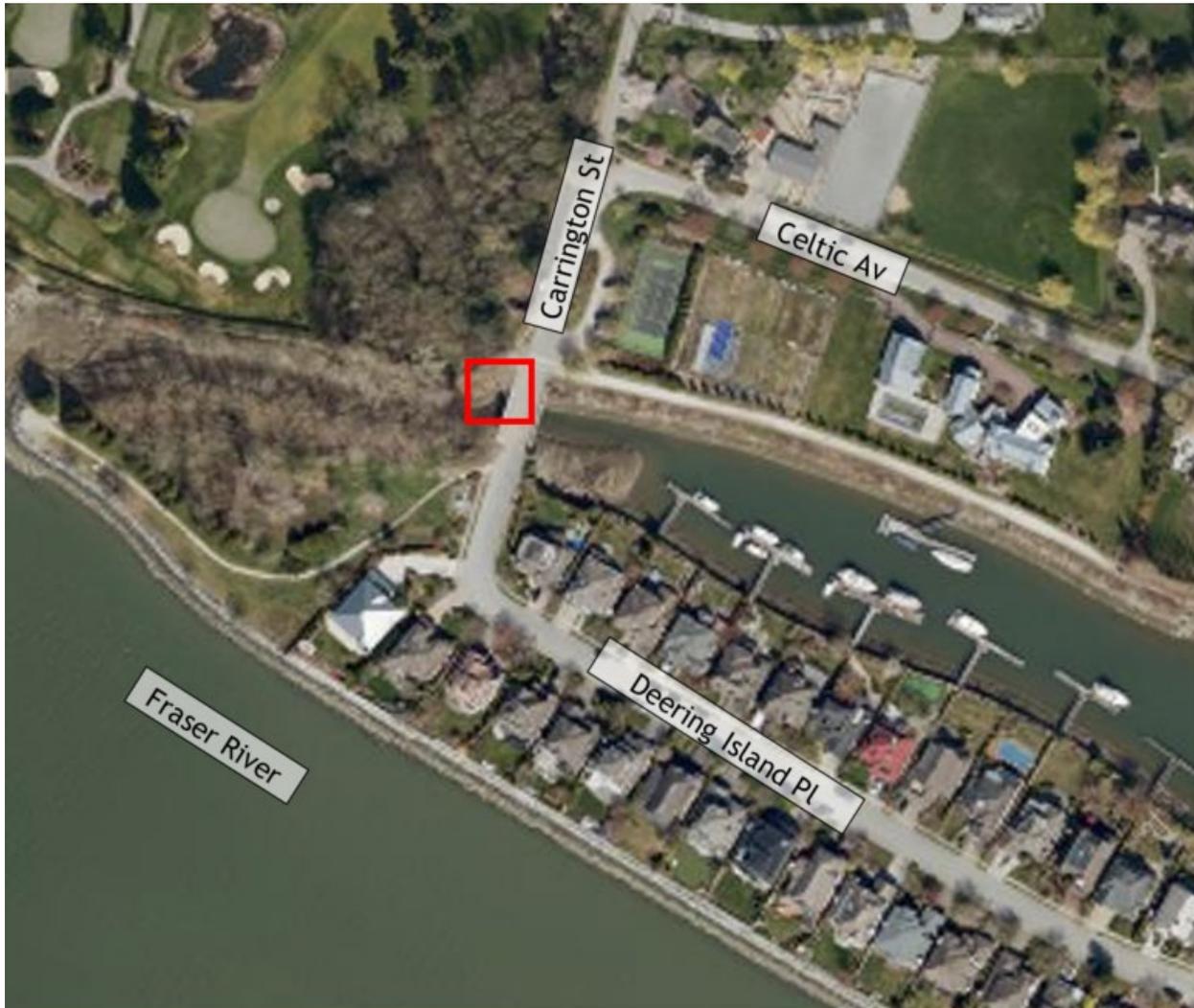


Figure 1. Location of Carrington Tide Gate

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
APPENDIX 4 (PART A) - SITE MAP



Figure 2. Location of Blenheim Tide Gate



Figure 3. Location of Dunbar Tide Gate

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms have the meanings set out below when used in the Tender Documents, unless the context requires otherwise:

- (a) **“City”** means the City of Vancouver;
- (b) **“Closing Time”** has the meaning set out on the cover page of this ITT;
- (c) **“Contract”** means a contract substantially in the form of Part D - Form Agreement, to be entered into between the City and a successful Tenderer;
- (d) **“Contract Administrator”** means the person or organization appointed by the City to be its exclusive agent for its management of the Contract and the Work and its related dealings with the Contractor;
- (e) **“Contractor”** means a Tenderer, the Tender of which the City has accepted, and which Tenderer has consequently entered into a Contract;
- (f) **“Drawings”** means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (g) **“Form of Tender”** means the form of tender in Part C - Form of Tender to this ITT on which Tenderers are to complete their Tenders;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time;
- (i) **“Information and Privacy Legislation”** includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the regulations thereunder;
- (j) **“Losses”** means, in respect of any matter, all:
 - (i) direct and indirect; and
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (k) **“Notice of Award”** has the meaning set out in Part C - Form of Tender;
- (l) **“Notice to Proceed”** has the meaning set out in Part C - Form of Tender;
- (m) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (n) **“Specifications”** means the portion of the Tender Documents consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work;

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

- (o) **“Tender”** means a tender submitted to the City in response to this ITT, or as used in Part C - Form of Tender, a particular such entity;
- (p) **“Tender Contract”** means the contract between the City and each Tenderer governing the ITT process;
- (q) **“Tender Documents”** means the documents identified as such in Part A - Introduction;
- (r) **“Tenderer”** means an entity eligible to participate in this ITT process;
- (s) **“Tender Price”** means the amount stipulated by the Tenderer in the space provided therefor in the Form of Tender, including all applicable taxes, which price, for greater certainty, is the Tenderer’s proposed Contract Price to complete all of the Work;
- (t) **“Work”** means the total construction and related services required by the Tender Documents; and
- (u) **“Work Site”** or **“Site”** means the area or areas on or about the City’s property where the Work is to be carried out.

All other capitalized terms used in this ITT have the meanings given to them elsewhere in the ITT.

1.2 Interpretation

- (a) In the Tender Documents, any reference to the masculine, the feminine or the neuter includes the others unless the context requires otherwise. Also, any reference to the singular includes the plural where appropriate.
- (b) If there is a conflict between or among (i) the Specifications and Drawings and (ii) the other Tender Documents, the other Tender Documents shall prevail over the Specifications and Drawings.
- (c) In these Tender Documents, the word “should” and the terms “is asked to” and “are asked to” are used to denote actions or Tender inclusions that, while not mandatory, are strongly recommended. In contrast, the terms “will”, “shall”, “must”, “is to”, “are to”, “is required to” and “are required to” are used to denote mandatory requirements of the ITT. If a Tenderer is uncertain as to whether or not a particular action or Tender inclusion is mandatory, the Tenderer should submit an inquiry to the Contact Person.

2.0 SUBMISSION INSTRUCTIONS

- 2.1 Each Tenderer must complete its Tender on the Form of Tender and submit its Tender in accordance with the instructions set forth on the cover page of the ITT and elsewhere herein.
- 2.2 Any Tender received after the Closing Time may be returned unopened to the Tenderer.
- 2.3 Faxed Tenders and/or other documents will not be accepted.
- 2.4 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer (as necessary for due execution on behalf of the Tenderer). Each Tender by a company or partnership should specify the full legal name of the legal entity submitting the Tender.
- 2.5 All blank spaces in the Form of Tender should be filled in and all schedules completed. Any failure by a Tenderer to complete the Form of Tender may result in preference being given to

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

competing Tenderers. All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations or other corrections should be initialled by an authorized signatory of the Tenderer.

- 2.6 Subject to any alternatives or options in respect of which the City requests pricing or other information in a Schedule to the Form of Tender, Tenders are to be all inclusive and without qualification or condition.
- 2.7 The City may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the City’s website, as set out in Part A - Introduction.
- 2.8 A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time: a) by submitting an amendment identifying a plus or minus variance to the Tenderer’s Tender Price; or b) by sending in a completely new Tender, clearly indicating it replaces the previously submitted Tender. Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the City shall only review and evaluate the Tender as amended.
- 2.9 The City will not be responsible for any cost incurred by any Tenderer in preparing a Tender.

3.0 BONDS

- 3.1 Tenders will be irrevocable and each offer made therein shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time. Each Tender must be accompanied by a bid bond valid for a period of ninety (90) calendar days commencing on the Closing Time, payable to the “City of Vancouver”, in the amount of ten percent (10%) of the Tender Price, and not a dollar amount, as a guarantee of the due execution of a Contract and the delivery of the performance bond and labour and material payment bond required by the Form of Tender. The forms of these bonds are to be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond:	CCDC 220 (latest)
Performance Bond:	CCDC 221 (latest)
Labour and Material Payment Bond:	CCDC 222 (latest)

- 3.2 A bid bond must be submitted in an electronic or digital format and must meet the following criteria:
- (a) The version submitted by the Tenderer must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (b) The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the City, and in a single file. Allowable formats include pdf.
 - (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Section 3.2(a).

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

- 3.3 Bonds failing the verification process will NOT be considered to be valid. Bonds passing the verification process will be treated as original and authentic.
- 3.4 Each Tender must be accompanied by a “Consent of Surety”, substantially in the form provided as a schedule to the Form of Tender, duly completed by a surety company authorized and licensed to carry on business in British Columbia.
- 3.5 The bid bonds of unsuccessful Tenderers will be returned to them upon request at any time after the Contract is awarded. The bid bond of the Tenderer to whom the award is made will be returned upon request of the Tenderer following: execution of the Contract; delivery of a performance bond for 50% of the Tender Price (or the aggregate tendered price for the subset(s) of the Work in respect of which a Notice of Award has been given) and a labour and material payment bond for 50% of such price; commencement of the Work; and compliance with any other conditions set out in the Form of Tender. The cost of all bond premiums must be included in the Tender Price.
- 3.6 All bonds must be issued by a surety company authorized and licensed to carry on business in British Columbia.

4.0 TENDER PRICE

- 4.1 Subject to any adjustment for changes to the Work, which is approved by the City in accordance with the Tender Documents or Contract Documents, the Tender Price shall be the maximum compensation owing to the Contractor for the Work and the Contractor’s 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 Work.
- 4.2 If unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such information **must** be included in the Tender. Furthermore, if such unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such amounts may be used to compute interim progress payments and will be reviewed by the City in its evaluation of Tenders; therefore Tenderers should ensure that such amounts accurately reflect their costs for each item. A Tenderer may be required to justify any submitted unit price or other price breakdown.
- 4.3 If an itemized breakdown of the Tender Price is requested in a schedule to the Form of Tender, the City may delete any items in order to meet any budget limitation and award a Contract for only the remaining items to a Tenderer who is agreeable thereto.

5.0 ACCEPTANCE OF TENDERS

- 5.1 Despite anything to the contrary contained in the Tender Documents:
- (a) Tenderers are notified that the lowest or any Tender need not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time, or cancel the ITT process, without further explanation or to accept any Tender that is considered advantageous to the City.
 - (b) Acceptance of any offer made within a Tender is contingent on funds being approved and a contract award being made by, or pursuant to authority delegated by, Vancouver City Council and the compliance of the Tenderer with the conditions required to be satisfied upon receipt of a Notice of Award.
 - (c) Tenders which fail to conform to the Tender Documents may or may not be disqualified or rejected. The City may or may not waive any non-compliance with the Tender Documents, including any material non-compliance, irregularity or anomaly, and

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

including any non-compliance as to the timing of delivery of anything required by the Tender Documents, and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out in this ITT.

- (d) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of a Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to any Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation of the City to advise any other Tenderers or to allow them to vary their Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any Tenderer as a result of such acceptance of clarification.
- (e) The award of any Contract will be based on an evaluation of the Tenders by the City to determine which, in the City's opinion, offer the best overall value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or Tenderers' past work, reputations or experience. The City may also focus, where relevant, on the overall net impact of a Tender (or an offer therein) on the finances of the City (including both capital and operating costs). Therefore, the City may accept a Tender other than the lowest Tender.
- (f) If the City determines that all Tender Prices are too high, all Tenders may be rejected.
- (g) The City may, prior to any Contract award, agree, with the Tenderer considered to provide best value or any one or more Tenderers, to certain changes to the scope of the Work or certain changes to Contract conditions, in each case without having any duty or obligation to advise any other Tenderers or to allow them to vary their Tender Prices as a result of such changes, and the City will have no liability to any other Tenderer as a result of such changes. However, each Tender must be a tender in respect of the Work set forth herein, to complete that Work, under an agreement in the form of the Form of Agreement included as Part D of the ITT, and not propose variations thereto.
- (h) Each Tenderer acknowledges and agrees that the City will not be responsible for Losses incurred by the Tenderer as a result of or arising out of submitting a Tender, or due to the City's acceptance or non-acceptance of its Tender, or any part thereof, or any breach by the City of the Tender Contract between the City and the Tenderer, or arising out of any Contract award not being made in accordance with the express or implied terms of the Tender Documents.
- (i) The City may award a Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (j) Prior to any Contract award, a Tenderer may be required to demonstrate financial stability. Should the City so request, a Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant.
- (k) City guidelines or policies that may be applicable to the ITT will not give rise to legal rights on the part of any Tenderer, Contractor, subcontractor, supplier, or other person as against the City and will in no case create any liability on the part of the City. For

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

certainty, the City's Procurement Policy, as amended or replaced from time to time, is now agreed to be an internal guideline document and creates no legal rights or obligations with respect to this ITT.

- (l) The City may reject any Tender by a Tenderer that has engaged in collusion with another Tenderer or otherwise attempted to influence the outcome of the ITT other than through the submission of its Tender.
- (m) The City may elect, in its sole discretion, to accept for consideration Tenders that contain conditions or qualifications that are in the nature of corrections of typos or resolutions of internal inconsistencies in this ITT or the Form of Agreement in Part D, or that represent immaterial changes to the Form of Agreement in Part D and do not consist of changes of substance or changes to allocations of risk, or with respect to the scope of any Work, that are for the avoidance of doubt only and do not suggest any deviation from the requirements of the ITT. This Section 5.1(m) is a reservation of rights for the benefit of the City and no Tenderer may rely on this paragraph to qualify its Tender.

6.0 AWARD OF CONTRACT

- 6.1 Award of a Contract will be subject to approval by, or pursuant to authority delegated by, Vancouver City Council and the Tenderer's compliance with the conditions required to be met upon receipt of the Notice of Award.
- 6.2 Any successful Tenderer will become a Contractor and will be required to sign a Contract with the City, subject to any amendments approved by the City in writing.

7.0 EXAMINATION OF TENDER DOCUMENTS

- 7.1 Each Tenderer should examine the Tender Documents and must also satisfy itself of the extent of the Work. Each Tenderer must make its own estimate of the facilities and difficulties attending the performance and the completion of the Work.
- 7.2 No allowance will be made on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of the foregoing clause 7.1.

8.0 SITE EXAMINATION/PRE-SUBMISSION DUE DILIGENCE BY TENDERER

- 8.1 Tenderers should make a careful examination of the Work Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature and extent of the Work, the means of access to the Work Site, the extent of required coordination with public use of adjacent areas, and any and all matters which are referred to in the Specifications and Drawings and other Tender Documents, or which are necessary for the full and proper completion of any Work or are required by the conditions under which it must be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on a Contractor's part.
- 8.2 The City and the Engineer do not make any representations or warranties concerning the completeness or accuracy of Work Site and geotechnical information (if any) provided in or with the Tender Documents, and each Tenderer must evaluate such information as part of its overall assessment of actual Work Site conditions.
- 8.3 If any Tenderer wishes to evaluate any Work Site conditions, and, for that purpose, requires access or documents from the City beyond the access and documents already provided for in this ITT, the City encourages the Tenderer to submit a written request to the City as far in advance of the Closing Time as is possible. The City will then consider whether or not to facilitate the

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

request. In response to such a request, the City may elect to, itself, undertake a particular study and distribute the results to all Tenderers.

9.0 INTERPRETATION AND CLARIFICATIONS

- 9.1 If any Tenderer is in doubt as to the correct interpretation of any part of the Specifications, Drawings, or other Tender Documents, the Tenderer should request an interpretation of the same from the City by the time stated in Part A - Introduction, Section 6.3. In the absence of such a request, the Tenderer's Tender will be presumed to be based upon the interpretation that may be subsequently given in accordance with the Contract Documents, after award of a Contract.
- 9.2 Prior to the Closing Time, requests for clarification of the Specifications, Drawings, or other Tender Documents may be answered in writing by the City and sent to all prospective Tenderers who have submitted a Response Notification Form on or before the indicated deadline. The City is not responsible for any other explanations or interpretations of the Specifications, Drawings or other Tender Documents.

10.0 PRODUCT APPROVAL

- 10.1 Wherever any material, machinery, equipment or fixture (any "**Product**") is specified or shown in the Tender Documents by reference to a proprietary item, product or model number, catalogue number, manufacturer or trade name or similar reference, each Tenderer obligates itself to submit its Tender and, if applicable, accept award of a Contract based upon the use of such Product. Use of any such reference in the Tender Documents is intended to establish the measure of quality which the City (or its Engineer) has determined to be requisite and necessary for the Work. Where two or more Products are shown or specified, the Contractor has the option of which to use.
- 10.2 For approval of Products other than those specified, a Tenderer should submit a request in writing to the City at least five business days prior to the Closing Time. Requests must clearly define and describe the Product for which approval is requested. Requests should be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the items. Approval by the City will only be in the form of an addendum to the Specifications issued by the City.
- 10.3 Approvals of Products, as noted in clause 10.2 above, shall only be deemed effective insofar as the Products conform to the Specifications.

11.0 INSURANCE

- 11.1 Each Tenderer should ensure that it can maintain the insurance described in the Form of Agreement (Part D).
- 11.2 The Tenderer should complete and submit the "Certificate of Existing Insurance" attached as a Schedule to the Form of Tender, together with the "Undertaking of Insurance" attached as a Schedule to the Form of Tender.
- 11.3 Following Contract award, a successful Tenderer will be required to complete a "Certificate of Insurance" for the Work, a copy of which is attached as a schedule to the Form of Tender.

12.0 WORKSAFEBBC

- 12.1 The Tenderer should ensure that it can comply with all WorkSafeBC requirements, as described in the Form of Agreement (Part D).

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

13.0 LABOUR RATES AND EQUIPMENT

13.1 Tenderers must provide, if requested in a schedule to the Form of Tender, the force account labour and equipment rates setting out the all-inclusive hourly rates for all applicable types of equipment as well as the all-inclusive hourly rates for all applicable categories of labour, which rates will then apply pursuant to any Contract.

14.0 LISTS OF SUBCONTRACTORS AND SUPPLIERS

14.1 Tenderers should provide, if requested in a schedule to the Form of Tender, lists of proposed subcontractors and suppliers, specifying the name and address of, and the portion of the Work to be completed by, or the equipment or materials to be supplied by, each proposed subcontractor or supplier.

14.2 The City reserves the right to object to any of the proposed subcontractors or suppliers listed in a Tender. If the City objects to a listed subcontractor or supplier, then the City will permit a Tenderer to propose a substitute subcontractor or supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed subcontractor or supplier, the Tenderer may, rather than propose a substitute subcontractor or supplier, consider its Tender rejected by the City and, by written notice, withdraw its tender. The City shall, in that event, return the Tenderer's bid security.

15.0 TAXES AND FEES

15.1 The successful Tenderer will be required to obtain and pay for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work. The City will not be liable in any manner for the same, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims and Losses in relation to obtaining and paying for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work.

15.2 Each Tenderer's Tender Price (and each other price offered by the Tenderer in its Tender, if applicable) must, unless otherwise expressly stated, be inclusive of all applicable municipal, provincial, federal and other taxes, and all customs and excise duties and other assessments and charges, including sales taxes assessed upon the sale of goods and services to the City under the Contract, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims which shall be made with respect thereto.

16.0 NON-RESIDENT WITHHOLDING TAX

16.1 Tenderers are advised that, if the Contractor is not a resident of Canada, federal tax legislation may require that a certain percentage of any Contract Price otherwise payable to the Contractor be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending on, among other things, the country of residence, the provisions of any applicable tax treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of the Canada Revenue Agency for further details. Under any Contract, any and all money so withheld and remitted shall be treated as a payment to the Contractor against the Contract Price.

17.0 NO CLAIM AGAINST THE CITY

17.1 The Tenderer acknowledges and agrees that the City will not be responsible for any Losses incurred by the Tenderer, including, without limiting the generality of the foregoing, any Losses incurred by the Tenderer directly or indirectly caused by any act or omission of the City or breach

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART B - TERMS AND CONDITIONS OF ITT PROCESS

of any agreement or duty by the City, express or implied, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim whatsoever.

- 17.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Engineer) harmless from and against all Losses, in respect of any claim or threatened claim by any of its subcontractors, or materials or equipment suppliers alleging or pleading:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Engineer);
 - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Engineer), occurring in the course of conducting this ITT; or
 - (c) liability on any other basis related to the ITT or the Tender Contract.

18.0 DISPUTE RESOLUTION

- 18.1 Any dispute relating in any manner to this ITT, except only disputes arising between the City and any Tenderer to whom the City has made an award of a Contract, which arise under such Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director - Supply Chain Management;
 - (b) Sections 17.1 and 17.2 above will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator; and
 - (c) The Tenderer will bear all costs of the arbitration.

19.0 CONFIDENTIALITY AND PRIVACY

- 19.1 Each Tender, once submitted to the City, will be held in accordance with the City's role as a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. Each Tender, upon submission to the City, will be received and held in confidence by the City, unless and to the extent that it is or must be disclosed pursuant to Information and Privacy Legislation or other applicable legal requirements, and except that the City may publicly disclose information about or from Tenders, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the ITT.
- 19.2 If unsuccessful, a Tenderer, at the City's request, shall destroy or return all copies and originals (in any format or medium) of the Tender Documents.

20.0 RELEASE OF INFORMATION RESTRICTED

- 20.1 The release of information about Tenders is restricted. Tenderers can obtain information concerning the names of the other Tenderers who have submitted a Tender and the Tender Price shown on each Form of Tender at the following website within 48 hours of the Closing Time. However, no other information is anticipated to be disclosed by the City.

<http://vancouver.ca/doing-business/unverified-tender-results.aspx>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART C - FORM OF TENDER

Tender of:			
	Legal Name of Person, Partnership or Corporation (the "Tenderer")		
Business Address:			
Postal or Zip Code:			
Cheques Payable to/Remit to Address:			
Postal or Zip Code:			
Key Contact Person:			
Telephone No.:			
E-mail:			
Tax Registration Numbers (as applicable):			
Dun & Bradstreet Number (if available):		WorkSafeBC Account Number:	
City of Vancouver Business License Number (or, if available, Metro West Inter-municipal Business License Number):		Date, Jurisdiction and Form of Organization (as applicable):	

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART C - FORM OF TENDER

1.0 TENDER PRICE AND SCHEDULE

Having carefully read and examined the Tender Documents, and having agreed to the terms and conditions set out in Parts A and B of the ITT, the undersigned Tenderer (for purposes of this Tender, the "Tenderer") offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor, and to enter into an agreement in the form of the Form of Agreement set forth as Part D of the ITT to execute the Work, for the Tender Price specified below.

ITT NO. PS20220112 - CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES

The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars
and _____ cents (\$ _____)

The Tender Price ***includes*** all PST and GST.

The Tenderer's offer to complete all of the Work is an offer made according to the following schedule:

- (a) Work will begin by **July 16, 2022**, subject to the City issuing a Notice to Proceed.
- (b) Substantial performance of the Work will occur by **September 15, 2022**.
- (c) Total performance of the Work will occur by **October 15, 2022**.

2.0 ELECTRONIC PAYMENTS ACKNOWLEDGEMENT

If awarded a contract, the Tenderer agrees that all payments to be made by the City will be by electronic funds transfer, and the Tenderer will provide the City with the necessary banking information to facilitate this process.

3.0 IRREVOCABILITY; NOTICE OF AWARD

The Tenderer agrees that this Tender will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing on the Closing Time, even if the Tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts the Tender (a "**Notice of Award**"), the Tenderer will, within ten (10) Working Days of the receipt of the Notice of Award, deliver to the City:

- (a) a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Tender Price, 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 City;
- (b) a detailed construction schedule consistent with the preliminary construction schedule included in this Tender, which indicates the timing of the major activities of the relevant Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate such Work will be performed by the relevant completion date stated in this Tender;

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART C - FORM OF TENDER

- (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, signage and materials used to maintain Work Site operations and access to staff and public users of the Work Site;
- (d) a detailed Work Site-specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
- (e) a WorkSafeBC number and a “clearance letter” confirming that the Tenderer is in WorkSafeBC compliance;
- (f) a valid City of Vancouver business licence;
- (g) banking details to support payments by Electronic Funds Transfer (EFT); and
- (h) a completed and signed Certificate of Insurance (in the form attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract is in place.

4.0 NOTICE TO PROCEED

The Tenderer agrees that upon the City’s receipt and acceptance (in the City’s discretion) of the required submissions listed above, the Tenderer will, within two (2) Working Days, execute and return to the City the Contract and the other Contract Documents requiring execution (in each case, as prepared by the City for execution) and, upon the City’s receipt and acceptance thereof, the City may deliver to the Tenderer a “Notice to Proceed”, and the Tenderer will:

- (a) commence the relevant Work within two (2) Working Days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- (b) issue, post, and copy the City on the “Notice of Project” as and when required under section 20.2 of the *Occupational Health & Safety Regulation* (BC Regulation 296/97).

5.0 CONDITIONS

- (a) The Tenderer agrees that if the Tenderer receives a Notice of Award or a Notice to Proceed and fails or refuses to comply with the requirements stated in the foregoing clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be deemed to be a repudiation of the Tender Contract and refusal to enter into the relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the bid security shall be forfeited to the City in the amount equal to the lesser of:
 - (i) the face value of the bid security; and
 - (ii) the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest or any submitted tender will not necessarily be accepted. The City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART C - FORM OF TENDER

Per: _____

Name and Title: _____

If the Tenderer has a corporate seal, the corporate seal should be applied in the space below:

If the Tenderer is an individual, a proprietorship or a partnership, the above signature(s) should be witnessed:

Witness signature

Witness name

Witness address

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

EACH TENDER MUST COMPLETE THIS SCHEDULE A, AS AMENDED, IN FULL. EACH PAGE OF THIS SCHEDULE A MUST BE INITIALLED BY THE SIGNATORIES OF THE FORM OF TENDER. TENDERS MUST NOT BE SUBMITTED WITHOUT A COMPLETED, DULY EXECUTED SCHEDULE A.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "B" (PART C - FORM OF TENDER)

The Tender Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*. GST shall be shown separately on the row provided therefor.

NOTE: Prices must be PST-inclusive. Only GST is to be shown as a separate line item.

EVERY ROW OF THE BELOW TABLE MUST BE COMPLETED WITH A DOLLAR AMOUNT, EVEN IF THAT DOLLAR AMOUNT IS \$0.

Item	Description	Total Price (including PST)
1.0	Carrington Tide Gate	
1.1	Mobilization and Demobilization	\$
1.2	Construction Environmental Management Plan	\$
1.3	Traffic Management	\$
1.4	Site Isolation and Dewatering	\$
1.5	Supply and Install New Adaptor Ring and Installation of New Tide Gate	\$
1.6	Sub Total Carrington Tide Gate	\$
2.0	Dunbar Tide Gate	
2.1	Mobilization and Demobilization	\$
2.2	Construction Environmental Management Plan	\$
2.3	Traffic Management	\$
2.4	Supply and Install New Trash Rack	\$
2.5	Sub Total Dunbar Tide Gate	\$
3.0	Blenheim Tide Gate	
3.1	Mobilization and Demobilization	\$
3.2	Construction Environmental Management Plan	\$

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "B" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
3.3	Traffic Management	\$
3.4	Site Isolation and Dewatering	\$
3.5	Crack Repair	\$
3.6	Supply New Flap gate	\$
3.7	Install New Flap gate	\$
3.8	Sub-Total Blenheim Tide Gate	\$
	Sub-Total 1.6, 2.5, 3.8 (including all applicable PST)	\$
	GST (5%)	\$
	Tender Price (including all costs, taxes and fees)	\$

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by **July 16, 2022** and substantial performance is targeted for **September 15, 2022**. Please clearly define time requirements for project milestones identified in the table below. If necessary, please add an attachment to this Schedule.

TABLE 1 - PROJECT MILESTONES	
Milestone	Date of Completion
Project Start Up Meeting	
Carrington Tide Gate	
Mobilization	
Fabrication	
Site Isolation and Dewatering In Place	
Substantial Completion	
Demobilization	
Total Completion	
Dunbar Tide Gate	
Mobilization	
Fabrication	
Installation	
Substantial Completion	
Demobilization	
Total Completion	
Blenheim Tide Gate	
Mobilization	
Tide Gate Fabrication and Delivery	
Site Isolation and Dewatering In Place	
Tide Gate Installation	
Substantial Completion	
Demobilization	
Total Completion	

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "B" (PART C - FORM OF TENDER)

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20220112, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "C" (PART C - FORM OF TENDER)

SCHEDULE "C"

SUBCONTRACTORS AND SUPPLIERS

1.0 SUBCONTRACTORS

The Tenderer intends to use the following subcontractors for the portions of the Work identified below. (The City of Vancouver supports supplier diversity and intends to create economic opportunities to businesses that are majority owned/controlled/certified by under-represented populations including but not limited to Women, Indigenous Peoples, Ethno-cultural People of Color, persons with disabilities or LGBTQ+ people. List all subcontractors who are proposed to perform any portion of the Work and whether they are social/diverse businesses.)

Subcontractor	Address	Type of Work	Type of Social/Diverse Business (Women, indigenous, etc.)

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20220112, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "E" (PART C - FORM OF TENDER)

SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

Tenderers should complete the following tables setting out the all-inclusive hourly rates for all applicable types of equipment as well as the all-inclusive hourly rates for all applicable categories of labour, which rates will then apply pursuant to any Contract.

TABLE 1 - SCHEDULE OF LABOUR RATES

Job Classification	Regular Rate	Overtime Rate
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

No.	Equipment Description	Hourly Rate	No. of Hours	Overhead And Profit	Total Price
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$

Labour and equipment rates must be inclusive of all taxes except for GST, and all assessments, benefits, small tools, overhead and profits.

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20220112, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "F" (PART C - FORM OF TENDER)

SCHEDULE "F"
FORM OF CONSENT OF SURETY

PROJECT: _____

Should it be required, we the undersigned Surety Company do hereby undertake to become bound as a surety in an approved Contract Performance Bond and Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the awarded Contract Price for the fulfillment of the Contract, which may be awarded to _____ at the Tender Price set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to conform to the applicable CCDC forms and be filed with the City within 10 Working Days of receipt of Notice of Award of the Contract, unless otherwise directed by the City.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

The Common Seal of _____
was hereto affixed in the presence of:

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "G" (PART C - FORM OF TENDER)

SCHEDULE "G"

SUSTAINABILITY

Social Sustainability

1. Describe your hiring practice of industry/sector/trade Apprenticeships and/or Skill Training

--

2. Please describe if/how your improving diversity by hiring or employing under-represented populations in trades (such as Indigenous persons, Women , youth, Minorities, People with Disabilities including mental health)

--

Environmental Sustainability

1. Toxicity (water/air)

Please list any products or services contemplated in the Tender that are toxic or hazardous to the environment or humans and complete the following table in relation thereto.

Item	Description of Toxin/Hazard	Substantiation for Use	Mitigation strategy to reduce or dispose the Toxin/Hazard

2. Waste

Please identify the Tenderer's standard practices for reduction, diversion or disposal of obsolete or expired materials, products or equipment.

Item	Type of Product/Equipment	Reduction, Diversion or Disposal Method

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "G" (PART C - FORM OF TENDER)**

3. Emissions and Energy Use

Please identify the Tenderer's current or proposed solutions to reduce energy usage carbon emissions.

Item	Carbon Emissions/Energy Use	Solution to Reduce Energy and/or Emissions

4. Innovation/Alternative

Please identify any new or innovative sustainability practices that could replace any existing products or services

Item	Type of Product/Equipment/Service	Innovative/New Alternative	Cost implications

5. Please indicate if you are a member of or report to any sustainability groups

- Government(s)/Agencies
- Industry Association(s) ie. "industry-wide [environmental product declaration](#)"
- [CDP](#)
- Global certification system ie. [World Business Council for Sustainable Development](#)
- Other(s) ie. Concrete Sustainability Council

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "H" (PART C - FORM OF TENDER)

SCHEDULE "H"
CERTIFICATE OF INSURANCE
(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "I" (PART C - FORM OF TENDER)

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "J" (PART C - FORM OF TENDER)

SCHEDULE "J"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if _____ (the "Tenderer") is awarded a Contract, we will insure the Contractor in accordance with the requirements of the Contract, the form of which is included in the Tender Documents and will form part of the Contract Documents.

Dated at _____, British Columbia, this _____ day of _____ 20_____.

By: _____

Title: _____

Full Corporate Name of Insurer:

The "Certificate of Existing Insurance" provided with the ITT should be completed and signed and enclosed with this schedule, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "K" (PART C - FORM OF TENDER)

Schedule "K"
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(vendor name).

Signature: _____

Name and Title: _____

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

- (a) The Tenderer confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Tenderer or of any of its proposed subcontractors, or any other person related to the Tenderer's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- a. an official or employee of the City; or
 - b. related to or has any business or family relationship with an elected official or employee of the City,
- in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Tender by the City, and, in each case, except as set out, in all material detail in the section titled "Disclosure" in this Schedule "L".
- (b) The Tenderer confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the ITT obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to No Conflict of Interest Respecting Proposed Supply

The Tenderer confirms and warrants that neither the Tenderer nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the ITT would create a conflict of interest or the appearance of a conflict of interest between the Tenderer's duties to the City and the Tenderer's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to No Collusion

The Tenderer confirms and warrants that:

- (a) the Tenderer is not competing within the ITT with any entity with which it is legally or financially associated or affiliated; and
- (b) the Tenderer is not cooperating in any manner in relation to the ITT with any other tenderer responding to the ITT,

in each case, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to Lobbying

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE "L" (PART C - FORM OF TENDER)

The Tenderer confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the Tender or sought, other than through the submission of the Tender, to influence the outcome of the ITT,

in each case, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Disclosure [Add disclosure here.]

(NOTE: The City will evaluate each matter disclosed to determine whether and to what extent the Tenderer can be given consideration in the ITT in light of the particular matter.)

THE TENDERER HAS EXECUTED AND DELIVERED THIS DECLARATION AS AN INTEGRAL PART OF ITS TENDER IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

Signature of Authorized Signatory for the Tenderer

Date

Name and Title



INVITATION TO TENDER ("ITT") NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES

SAMPLE FORM OF AGREEMENT (ONLY)

between

and

CITY OF VANCOUVER

_____, 20____

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

This AGREEMENT (this “Agreement”) is made as of the _____ day of _____.

BETWEEN:

CITY OF VANCOUVER, having an office at
453 West 12th Avenue
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the “Owner”)

OF THE FIRST PART

AND:

[\[NTD: INSERT CONTRACTOR NAME/ADDRESS\]](#)

(hereinafter referred to as the “Contractor”)

OF THE SECOND PART

WHEREAS:

- A. The *Owner* has appointed **Associated Engineering** (hereinafter referred to as the “**Contract Administrator**” for the purposes of this *Contract*) to act as its sole and exclusive agent for purposes of managing and administering the performance of the *Work* by the *Contractor* in accordance with the *Specifications, Drawings* and other *Contract Documents*; and
- B. The *Contractor* has agreed with the *Owner* to perform the *Work* and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE 1 ROLE OF THE CONTRACT ADMINISTRATOR

The *Owner* hereby designates and appoints the *Contract Administrator* as its sole and exclusive agent for the purpose of, on behalf of the *Owner*, managing and administering the performance of the *Work*, as set out in the *Contract Documents*. Unless otherwise notified in writing by the *Owner* to the *Contractor*, the agency of the *Contract Administrator* shall continue for the entire duration of this *Contract* including the period of any guarantees or warranties given by or through the *Contractor*. In the event of the revocation in writing of the agency of the *Contract Administrator* by the *Owner*, the *Contract Administrator* shall have no further authority under this *Contract*, except as may be specifically designated in writing by the *Owner* and agreed to in writing by the *Contract Administrator*, and all references to the *Contract Administrator* in this *Contract* shall thereafter be deemed to be references to the *Owner* or to such other person designated in writing to the *Contractor*. The *Contract Administrator* may from time to time delegate to a representative the performance of, or the authority to perform, the duties, responsibilities, rights and obligations of the *Owner* in respect of which the *Contract Administrator* has been designated and appointed as its sole and exclusive agent.

ARTICLE 2 WORK

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

The *Contractor* will carry out the *Work*, and will furnish all materials, equipment, products, labour, services and supervision necessary to carry out the *Work* as specified in and in accordance with the *Contract Documents*.

All of the *Work* shall be done, performed or furnished by the *Contractor* in a proper and workmanlike manner and in accordance with the requirements of the *Contract Documents* (as hereinafter defined).

ARTICLE 3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents*, whether or not attached to this Agreement:

- (a) this Agreement and the following schedules:
 - (i) Schedule 1 - Supplemental General Conditions;
 - (ii) Schedule 2 - Specifications and Drawings (the *Specifications* and Drawings listed in Schedule 2 that are not included in Schedule 2 are incorporated by reference);
 - (iii) Schedule 3 - Schedule of Quantities and Prices;
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 - Construction Schedule;
 - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
 - (vii) Schedule 7 - Insurance Certificates;
 - (viii) Schedule 8 - Force Account Labour and Equipment Rates;
 - (ix) Schedule 9 - Insurance;
 - (x) Schedule 10 - City Pre-Contract Hazard Assessment Form
 - (xi) Schedule 11 - Contractor PreContract Hazard Assessments
- (b) the “Master Municipal General Conditions” contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the Supplemental General Conditions attached hereto as Schedule 1 (collectively, the “**General Conditions**”);
- (c) the Tender;
- (d) the *Specifications* and *Drawings* (i.e., those not included in Schedule 2 but incorporated herein by reference);
- (e) the *Traffic Management Plan* provided by the *Contractor* to the *Owner* (incorporated by reference); and

3.2 The *Contract Documents* are complementary and what is called for by any one shall be as binding as if called for by all. The intent and spirit of the *Contract Documents* is that the *Contractor* is required to complete the *Work* in every detail within the times and for the

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

purposes designated, and that the *Contractor* shall furnish and do any and everything necessary for such purposes notwithstanding any omission from the *Contract Documents*.

ARTICLE 4 SCHEDULE OF WORK

- 4.1 The *Contractor* will commence the *Work* as directed in writing by the *Owner*.
- 4.2 The *Contractor* will perform the *Work* diligently and in accordance with the *Construction Schedule*. The *Contractor* will:
- (a) achieve *Substantial Performance* of the *Work* on or before **September 15, 2022**; and
 - (b) achieve *Total Performance* of the *Work* on or before **October 15, 2022**;
- (collectively, the “**Contract Time**”), subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 4.3 Time shall be of the essence in this *Contract*.

ARTICLE 5 PAYMENT

5.1 Contract Price

- (a) The *Contract Price* (inclusive of all PST, GST and other taxes, duties assessments, charges and fees, all permit and inspection costs, and all WorkSafeBC assessments relating to the *Work*) to do, perform and supply all the *Work* in accordance with, and perform all the obligations specified by, the *Contract Documents* is **[To Be Determined]**.
- (b) The GST payable by the *Owner* to the *Contractor* is **[To Be Determined]**. This amount is included in the *Contract Price*.
- (c) The (i) aforesaid GST and (ii) the PST and all other taxes, duties, assessments, charges and fees included in the *Contract Price* will be remitted by the *Contractor* to the applicable authorities as and when the *Owner* pays the *Contract Price* to the *Contractor* or as earlier required by applicable law.
- (d) All amounts are in Canadian dollars.
- (e) The *Contract Price* shall be subject to adjustments as provided for in the *Contract Documents*.
- (f) The payment for any *Work* under this *Contract* which shall be made to the *Contractor* by the *Owner* shall not be construed as an acceptance of any *Work* as being in accordance with the *Contract Documents*. The issuance of the *Certificate of Total Performance* shall constitute a waiver by the *Contractor* of all claims except those previously made in writing and still unsettled, if any, and specified by the *Contractor* in its application for final payment pursuant to Section 5.2(c) above.

ARTICLE 6 NOTICES

- 6.1 Unless otherwise specifically provided in the *Contract Documents*, all notices, instructions, orders or other communications in writing shall be conclusively deemed to have been given

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

to the *Contractor* if delivered to the *Contractor* personally (or in the case of a company, to any of its officers or directors personally), or to the *Contractor's* superintendent or foreman, or delivered by mail to the *Contractor* at the business address of the *Contractor* set forth below:

Contractor:

[NTD: Insert Contractor information]

- 6.2 Unless otherwise specifically provided in the *Contract Documents* all notices, requests, claims or other communications by the *Contractor* shall be in writing and shall be given by personal delivery or by registered mail addressed to the *Owner* at the following address:

Owner:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: [insert],

provided that, each notice, request, claim or other communication that this Agreement requires to be directed to the *Contract Administrator* shall be in writing and shall be given by the *Contractor* by personal delivery or by registered mail, addressed to the *Contract Administrator* at the address set forth below, with a copy to the *Owner* at the address set forth above.

Contract Administrator:

Associated Engineering and 2889 E 12th Ave #500, Vancouver, BC V5M 4T5

- 6.3 Any of the said addresses may be changed from time to time by written notice to the other party.
- 6.4 Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second business day following the mailing thereof.

ARTICLE 7 GENERAL

- 7.1 All capitalized terms used by not defined in this Agreement shall have the meaning given to them in the *General Conditions*.
- 7.2 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- 7.3 Except as expressly set forth in the foregoing Section 7.1 or in Schedule 1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the *Owner* and the *Contractor*.
- 7.4 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations,

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

- 7.5 No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
- 7.6 This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- 7.7 This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except to the extent necessary to enforce, in another jurisdiction, any judgment of any court in the Province of British Columbia.
- 7.8 The *Contractor* agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.
- 7.9 If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.
- 7.10 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart.
- 7.11 Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written.

CITY OF VANCOUVER
by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
PART D - FORM OF AGREEMENT

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

1.0	DEFINITIONS	In the Contract Documents the following capitalized and italicized words and definitions will apply. Where a definition refers to a paragraph in the Contract Documents the definition is contained in that paragraph and the defined term is indicated as capitalized, in quotations and in brackets.	
1.1	Abnormal Weather	Delete 1.1 and replace as follows:	<p>“Abnormal Weather” means a weather condition that affects the <i>Place of the Work</i>, that is more severe or of a longer duration than the weather conditions that a person experienced with the <i>Place of the Work</i> would reasonably anticipate and that has a materially adverse effect on the <i>Contractor’s</i> performance of the <i>Work</i>. Benchmarks shall be determined by monthly historical data for the <i>Place of the Work</i>, with consideration of annual variation in monthly trends over a 5-year period preceding the construction period.</p>
1.5	Alternate Tender	Delete 1.5	
1.6	Approved Equal	Delete 1.6.1 and replace with	<p>“Approved Equal” has the meaning given to it in GC 4.20.</p>
1.7	Approved Equipment Rental Rate Guide	Delete 1.7	
1.9	Bid Security	Delete 1.9.1 and replace with	<p>“Bid Security” means the bid security required of the Contractor pursuant to the terms of the Invitation to Tender.</p>
1.21	Contract Administrator	Delete 1.21.1 and replace with	<p>“Contract Administrator” means the person, firm or corporation appointed by the <i>Owner</i> and identified by the <i>Owner</i> in writing to the <i>Contractor</i>. The <i>Contract Administrator</i> may be the <i>Owner’s</i> Engineer, an employee of the <i>Owner</i> or a third party engaged by the <i>Owner</i>.</p>
1.22	Contract Document	Delete 1.22.1 and replace with	<p>“Contract Documents” means the documents set out in Article 3 of the Contract.</p>
1.23	Contract Drawing	Delete 1.23.1 and replace with	<p>“Contract Drawing” means a drawing included in Schedule 2 to the <i>Contract</i>, entitled “Specifications and Drawings”.</p>
1.24	Contract Price	Delete 1.24.1 and replace with	<p>“Contract Price” means the amount stipulated in Article 5 of the <i>Contract</i>.</p>
1.33	Drawings	Delete 1.33.1 and replace with	<p>“Drawings” means, collectively, the <i>Contract Drawings</i>, the <i>City of Vancouver Standard Detail Drawings</i> and the <i>MMCD Standard Detail Drawings</i>.</p>
1.40	Hazardous Materials	Delete 1.40.1 and replace with	<p>“Hazardous Materials” means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
1.46	Notice of Award	Delete 1.46.1 and replace with	“Notice of Award” has the meaning set out in the Invitation to Tender.
1.47	Notice to Proceed	Delete 1.47.1 and replace with	“Notice to Proceed” has the meaning set out in the Invitation to Tender.
1.49	Other Contractor	Append to 1.49.1	“Other Contractor” may include the <i>Owner’s</i> own work crews.
1.51	Owner	Delete 1.51 and replace with	“Owner” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of the <i>Street</i> , but expressly excludes the City of Vancouver, acting in its regulatory capacity.
1.55	Preliminary Construction Schedule	Delete 1.55.1 and replace with	“Preliminary Construction Schedule” means the schedule submitted by the Contractor as part of its Tender and attached as Schedule 5 of the Contract Documents.
1.60	Schedule of Quantities and Prices	Delete 1.60.1 and replace with	“Schedule of Quantities and Prices” means Schedule 3 of the Contract Documents.
1.64	Site Inspector	Delete and replace with 1.64.1	“Site Inspector” means the person appointed by the <i>Owner or Contract Administrator</i> as set out in GC 3.4.6.
1.67	Substantial Performance	Delete 1.67.1 and replace with	“Substantial Performance” means that the Work is “substantially performed” in accordance with the criteria set out in Section 1(2) of the <i>Builders Lien Act</i> (British Columbia).
1.70	Tender Closing Date and Tender Closing Time	Deleted 1.70 and replace with	“Tender Closing Date” and “Tender Closing Time” have the meanings set out in the Invitation to Tender.
1.71	Tender Price	Delete 1.71.1 and replace with	“Tender Price” has the meaning set out in the Invitation to Tender.
1.80	City	Add 1.80.1	“City” means the City of Vancouver and shall have the same definition as <i>Owner</i> .
1.81	City Engineer	Add 1.81.1	“City Engineer” means the General Manager of Engineering Services with the City of Vancouver or his / her delegate.
1.82	City of Vancouver Construction Specification	Add 1.82.1	“City of Vancouver Construction Specifications” means the manual of supplementary <i>Specifications</i> to the MMCD produced by the City of Vancouver.
1.83	City of Vancouver Standard Detail Drawing	Add 1.83.1	“City of Vancouver Standard Detail Drawings” means the manual of supplementary standard detail drawings to the MMCD produced by the City of Vancouver.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

1.84	Competent Authority	Add 1.84.1	<p>“Competent Authority” means:</p> <ul style="list-style-type: none">(a) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;(b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or <p>any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing.</p>
1.85	Engineer	Add 1.85.1	<p>“Engineer” means the <i>City Engineer</i>.</p>
1.86	Environmental Law	Add 1.86.1	<p>“Environmental Law” means any Law which imposes any obligations relating to:</p> <ul style="list-style-type: none">(a) the protection, management, conservation or restoration of the natural environment;(b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Materials; and(c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Materials, including those pertaining to occupational health and safety.
1.87	Intellectual Property Rights	Add 1.87.1	<p>“Intellectual Property Rights” means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use</p>

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing.
1.88	Invitation to Tender	Add 1.88.1	“Initiation to Tender” means the Owner’s Invitation to Tender No. PS20220112.
1.89	Key Personnel	Add 1.89.1	“Key Personnel” means the Contractor’s or Subcontractor’s personnel identified as key personnel in the Invitation to Tender.
1.90	Laws	Add 1.90.1	“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Work, the Contractor, the Site or any other lands affected by the Work.
1.91	Living Wage	Add 1.91.1	“Living Wage” means the hourly wage established by the <i>Living Wage Certifier</i> from time to time, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.
1.92	Living Wage Certifier	Add 1.92.1	“Living Wage Certifier” means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other <i>Living Wage</i> certification entity designated by the <i>Owner</i> to the <i>Contractor</i> in writing.
1.93	Living Wage Employee	Add 1.93.1	“Living Wage Employee” means any and all employees of the <i>Contractor</i> and all <i>Subcontractors</i> of the <i>Contractor</i> that perform any part of the <i>Work</i> on a property owned by or leased to the <i>Owner</i> , including all <i>Streets</i> , sidewalks and other public rights-of-way, for at least one consecutive hour, but excluding <i>Students</i> , volunteers and employees of <i>Social Enterprises</i> .
1.94	Maintenance Security Holdback	Add 1.94.1	“Maintenance Security Holdback” has the meaning given to it in GC 18.4.6.
1.95	MMCD Specifications	Add 1.95.1	“MMCD Specifications” means the <i>Specifications</i> contained within Volume II of the Master Municipal Construction Document, as further described in GC 2.5.
1.96	MMCD Standard Detail Drawings	Add 1.96.1	“MMCD Standard Detail Drawings” means the Standard Detail Drawings published by the Master

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			Municipal Construction Documents Association, 2009 version.
1.97	Project Specific Specifications	Add 1.97.1	“Project Specific Specifications” means the <i>Specifications</i> listed in Schedule 2 to the Agreement.
1.98	Quality Audit	Add 1.98.1	“Quality Audit” means those planned activities to determine the degree of compliance of day-to-day practices to the defined systems and procedures.
1.99	Quality Management	Add 1.99.1	“Quality Management” means the determination and execution of quality policy across a project. <i>Quality Management</i> includes <i>Quality Assurance (QA)</i> , <i>Quality Control (QC)</i> , and <i>Quality Audits</i> .
1.100	Reasonable Time	Add 1.100.1	“Reasonable Time” means, unless otherwise agreed to in writing, 5 Days.
1.101	Record Drawings	Add 1.101.1	“Record Drawings” are the design drawings which have been amended as required to reflect the actual constructed <i>Work</i> .
1.102	Release	Add 1.102.1	“Release” means any release or discharge of any Hazardous Materials including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.
1.103	Social Enterprise	Add 1.103.1	“Social Enterprise” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
1.104	Specifications	Add 1.104.1	“Specifications” mean the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the <i>Work</i> .
1.105	Street	Add 1.105.1	“Street” means public rights-of-way belonging to the City of Vancouver and includes lanes.
1.106	Student	Add 1.106.1	“Student” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the <i>Contractor</i> or a <i>Subcontractor</i> , as the case may be, to obtain practical workplace experience as a requirement of or credit for their education.
1.107	Tender	Add 1.107.1	“Tender” means the Contractor’s tender, tendered in response to the Invitation to Tender.

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

1.108	Third-Party Property	Add 1.108.1	<p>“<i>Third-Party Property</i>” means a property owned by a third party on which some or all of the Work is to be performed.</p>
1.109	Third-Party Utility	Add 1.109.1	<p>“<i>Third-Party Utility</i>” means a utility within a City of Vancouver right-of-way other than those owned by the City of Vancouver.</p>
1.110	Warranty Period	Add 1.110.1	<p>“<i>Warranty Period</i>” shall have the same meaning as <i>Maintenance Period</i>.</p>
2.0 DOCUMENTS			
2.1	Execution	Add 2.1.0	<p>The <i>Contractor</i> shall deliver all required submittals as described in the <i>Notice of Award</i>, and in a format acceptable to the <i>Owner</i> within the time specified in the <i>Notice of Award</i></p>
		Delete 2.1.1	Delete 2.1.1
		Delete 2.1.2 and replace with	<p>The <i>Contractor</i> shall sign the <i>Contract Documents</i> and return them to the <i>Contract Administrator</i> within 15 Days after receiving them and the <i>Contract Administrator</i> shall forward them to the <i>Owner</i> for signing.</p>
2.2	Interpretation	Delete 2.2.4 and replace with	<p>Should any difference exist between the <i>Drawings</i> and <i>Specifications</i>, or should any errors or inconsistency occur in any or between any of the <i>Drawings</i> and <i>Specifications</i>, the <i>Contractor</i>, before proceeding, shall bring them to the attention of the <i>Contract Administrator</i>. The <i>Contract Administrator</i> shall resolve the error or inconsistency and the <i>Contractor</i> shall proceed with the <i>Work</i> in the manner directed by the <i>Contract Administrator</i>.</p> <p>The <i>Contract Administrator</i> will furnish from time to time such detail drawings and specifications as the <i>Contract Administrator</i> may consider necessary for the <i>Contractor’s</i> guidance. These detail drawings and specification shall be considered <i>Drawings</i> and <i>Specifications</i>, respectively, and shall take precedence over any previously furnished <i>Drawings</i> or <i>Specifications</i>, and shall be considered as explanatory of them and not as indicating <i>Changes</i> in the <i>Work</i> or as giving rise to any entitlement to a change in the <i>Contract Price</i>.</p> <p>The <i>Contract Documents</i> shall govern and take precedence in the following order or priority with the <i>Contract</i> taking precedence over all other <i>Contract Documents</i>:</p> <ul style="list-style-type: none"> (a) <i>Agreement</i> (b) <i>Addenda</i> (c) <i>Supplementary General Conditions</i> (d) <i>General Conditions</i>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- (e) *Project Specific Specifications*
- (f) *City of Vancouver Construction Specifications*
- (g) *MMCD Specifications*
- (h) *City of Vancouver Standard Detail Drawings*
- (i) *MMCD Standard Detail Drawings*
- (j) *Tender*
- (k) *Invitation to Tenders*
- (l) *All other Contract Documents*

Drawings of a larger scale shall govern over *Drawings* at a smaller scale.

Documents of later date shall govern a similar type of document of an earlier date. Figured dimensions on a *Drawing* shall govern over scaled measurements on the same *Drawing*. Scaling of dimensions, if done, is done at the *Contractor's* own risk. All dimensions on the *Drawings*, except as noted thereon, are shown in metric units.

The *Drawings* forming part of the *Contract* are intended to show the position and extent of the *Work*, the general features of the design and construction, and the dimensions and proportions of all principal parts, but neither they nor the *Specifications* are guaranteed to show or describe every part or detail of the *Work*; anything omitted from the *Drawings* and *Specifications*, which may fairly be considered to be necessary for the proper execution and completion of the *Work*, shall be deemed to be required of the *Contractor* under the *Contract*.

Add 2.2.5

Notwithstanding GC 2.2.4, in the event of any inconsistency between the *Drawings* and *Specifications* or between any other *Contract Documents* or within any *Contract Documents* which could be construed as creating an ambiguity regarding the amount of *Work* involved, the cost or amount of product to be supplied, the *Contract Price* being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (1) the more stringent will take precedence over the less stringent;
- (2) the more expensive item will take precedence over the less expensive; and

if none of the foregoing rules (1) and (2) can be applied by the *Contract Administrator*, the more specific provision will take precedence over the less specific.

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

		Add 2.2.6	In this <i>Contract</i> , the masculine includes the feminine and bodies corporate, and each includes the others. Also, any reference to the singular includes the plural where appropriate.
2.3	Instructions to Tenderers, General Conditions, Specifications, Standard Detail Drawings	Delete 2.3.1	Delete 2.3.1
2.4	Copies of Contract Documents	Append to 2.4.1	All <i>Drawings, Specifications</i> , model and copies thereof furnished by the <i>Contract Administrator</i> are and shall remain the <i>Owner's</i> property. Such documents and models are to be used only with respect to the <i>Work</i> , are not to be copied or revised in any manner without the written authorization of the <i>Contract Administrator</i> and are to be returned to the <i>Contract Administrator</i> on request at the completion of the <i>Work</i> .
2.5	Master Municipal Specifications and Standard Detail Drawings	Add 2.5	The <i>Contract Documents</i> incorporate by reference the "Master Municipal Specifications and Standard Detail Drawings" contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the City of Vancouver Standard Detail Drawings (rev. 2019) and the City of Vancouver Construction Specifications(rev. 2018).
3.0	CONTRACT ADMINISTRATOR		
3.1	Appointment	Delete 3.1.2 and replace with	If for any reason the <i>Contract Administrator's</i> appointment is discontinued, then the <i>Owner</i> shall immediately notify the <i>Contractor</i> and appoint a replacement.
3.2	Authority	Add 3.2.3	Resolution of any discrepancy in technical nature between this manual, and any other referenced sources such as <i>MMCD</i> that is not covered by other <i>City</i> regulations, shall be at the sole discretion of the <i>Contract Administrator, in consultation with the City Engineer</i> .
3.3	Contract Administrator	Append to 3.3.7	The <i>Contract Administrator</i> is not required to acknowledge any communications from the <i>Contractor's</i> personnel, except for the <i>Superintendent</i> set out in the <i>Contract</i> . Any communications which occurs with personnel other than the <i>Superintendent</i> , regardless of format, which are not acknowledged by the <i>Contract Administrator</i> in writing, may, at the <i>Contract Administrator's</i> sole discretion shall have no bearing on any portion of the <i>Contract</i> .

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

		Delete 3.3.8 and replace with	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , shall conduct inspections to determine the dates of <i>Substantial Performance</i> and <i>Total Performance</i> .
		Add 3.3.10	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , has the authority to stop the progress of the <i>Work</i> whenever in the <i>Contract Administrator's</i> opinion such stoppage may be necessary to ensure the safety of life, or the <i>Work</i> or neighbouring property. This includes authority to make <i>Changes</i> in the <i>Work</i> , and to order, assess and award the cost of work extra to the <i>Contract</i> or otherwise, as may in the <i>Contract Administrator's</i> opinion be necessary in such circumstances. The <i>Contract Administrator</i> shall within 2 <i>Days</i> confirm in writing any instructions given verbally.
3.4	Inspection and Site Inspector	Append to 3.4.6	Such inspections may extend to any or all parts of the <i>Work</i> and to the preparation or manufacture of the products to be used whether on <i>Site</i> or elsewhere. <i>Site Inspectors</i> and surveyors shall not be authorized to revoke, alter, enlarge or accept any portion of the <i>Work</i> or to issue instructions contrary to the <i>Drawings</i> and <i>Specifications</i> .
		Add 3.4.9	In the absence of <i>Contract Administrator</i> , any of the <i>Contract Administrator's</i> personnel, whom the <i>Contract Administrator</i> may designate in writing to the Contractor to supervise the <i>Work</i> , shall have (subject to the instructions of the <i>Contract Administrator</i>) full power to decide as to the manner of conducting and executing the <i>Work</i> in every particular aspect, subject to the limitations to the <i>Contract Administrator's</i> authority as contained within the <i>Contract Documents</i> , and the Contractor shall follow the instructions or orders of the person so designated.
3.5	Progress Payments	Add 3.5.2	The <i>Contractor</i> shall provide the <i>Contract Administrator</i> with daily breakdowns of units installed as it relates to payment, complete with corresponding weigh tickets or other relevant documentation. These summaries will be provided on intervals determined by the <i>Contract Administrator</i> , but will be no greater than 5 <i>Days</i> .
		Add 3.5.3	The <i>Contractor</i> shall not work on the <i>Site</i> , or cause the delivery of materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present, unless otherwise approved in writing by the <i>Contract Administrator</i> .
3.6	Contract Interpretation and Decisions	Delete 3.6.1 and replace with	The <i>Contract Administrator</i> will be the interpreter of the <i>Contract Documents</i> and the judge of the performance of both parties to the <i>Contract</i> . Interpretations and decisions of the <i>Contract</i>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p><i>Administrator</i> shall be consistent with the <i>Contract Documents</i>.</p>
		Add 3.6.4	<p>Notwithstanding GC 3.6.3, on all questions relating to the acceptability of material, machinery or plant equipment, classifications of material or <i>Work</i>, the proper execution, progress or sequence of the <i>Work</i>, quantities and the interpretation of these <i>Specifications</i> or <i>Drawings</i>, the decision of the <i>Contract Administrator</i>, in consultation with the <i>City Engineer</i>, shall be final and binding, and shall be a condition precedent to any payment under the <i>Contract</i>.</p>
4.0	CONTRACTOR		
4.1	Control of the Work	Add 4.1.0	<p>The <i>Contractor</i> shall not commence the <i>Work</i> or procure any material therefore until it has received the <i>Notice to Proceed</i> from the <i>Owner</i>. Forthwith after the receipt of the <i>Notice to Proceed</i>, the <i>Contractor</i> shall at once begin and continuously carry on to completion (subject as herein provided) the <i>Work</i> and shall complete and give full possession thereof to the <i>Owner</i> before the date for <i>Total Performance</i> specified herein, unless a longer period shall be allowed in writing by the <i>Contract Administrator</i>, in which case it shall be carried on to completion and possession given to the <i>Owner</i> within the additional time so allowed. No progress or interim estimate or certificate shall release the <i>Contractor</i> or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any <i>Work</i> or material, or as a waiver of any condition herein.</p> <p>The whole <i>Work</i> and every portion and detail thereof shall, at the time of completion, be put and left by the <i>Contractor</i> in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the <i>Drawings</i> and <i>Specifications</i> in every particular aspect; and all surplus and refuse material and rubbish must be removed by the <i>Contractor</i> from the vicinity of the <i>Work</i>; the <i>Site</i> must be left by the <i>Contractor</i> in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sod, trees, shrubs and plants, or other things injured or interfered with by the <i>Contractor</i>, or in any way due to its <i>Work</i>, must be made good by the <i>Contractor</i>; all wages must be paid, and every other requirement of the <i>Contract</i> must be complied with by the <i>Contractor</i>.</p>
		Add 4.1.3	<p>The <i>Contractor</i> shall maintain all areas disturbed with competent temporary repair to the satisfaction of the <i>Contract Administrator</i>, in consultation with</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

4.3	Protection of Work, Property, and the Public	Delete 4.3.1 and replace with	the <i>City Engineer</i> , until such areas are permanently repaired. In the event the <i>Contractor</i> fails or neglects to carry out such tasks for whatever reasons, the <i>City</i> may do the necessary repairs at the expense of the <i>Contractor</i> .
		Append to 4.3.4(1)	In performing the <i>Work</i> , the <i>Contractor</i> shall protect the <i>Work</i> and the <i>Owner's</i> property and other person's property from damage. The <i>Contractor</i> shall at the <i>Contractor's</i> own expense make good any such damage which arises as the result of the <i>Contractor's</i> operations. It shall be the responsibility of the <i>Contractor</i> to locate all existing mains and services, including but not limited to: water, gas, electricity, telephone, sewers, drains, catchbasin leads, and culverts to preserve and protect them from damage during the <i>Work</i> , and to arrange for their relocation if required. No payment will be made to the <i>Contractor</i> for the cost of finding these mains and services or the delay incurred by checking and adjusting lines and/or grades to avoid conflict with these mains and services. The <i>Contractor</i> shall avoid interruptions to services and the use of "cut and replace" methodology except with the express written consent of the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> . The <i>Contractor</i> shall notify the <i>Contract Administrator</i> of any conflict between existing mains and services and the <i>Work</i> described in the <i>Contract Documents</i> for the <i>Contract Administrator</i> to revise the <i>Work</i> accordingly. The <i>Contractor</i> will be responsible for the cost of adjusting or relaying any previously completed existing work as a result of conflicting utilities. If relocation of existing mains and services is required by any direct conflict between these mains and services and the <i>Work</i> in the <i>Contract Documents</i> which, in the opinion of the <i>Contract Administrator</i> , cannot be avoided by adjustments in the location of the <i>Work</i> , the cost of the relocation shall be borne by the <i>Owner</i> .
		Append to 4.3.4(2)	In performing <i>Work</i> on or near <i>Third-Party Utilities</i> or where it is necessary to cut, move or alter these <i>Third-Party Utilities</i> , the <i>Contractor</i> shall communicate and coordinate with the <i>Third-Party Utility</i> as it relates to schedule, timing, site safety and compliance in the utility alterations or relocations as part of performing the overall <i>Work</i> .
		Add 4.3.4(4)	The <i>Contractor</i> shall submit a confirmation letter to the <i>Contract Administrator</i> , at least 1 week prior to any excavation <i>Work</i> , confirming that the <i>Contractor</i> has identified all the existing utilities within the proposed alignments and trenches, and

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- no conflicts exist between the existing utilities and the proposed *Work*.
- Add 4.3.7 Before commencing any construction *Work* as described in the *Drawings* and *Specifications*, the *Contractor* shall provide to the *Contract Administrator* photographs of pre-existing conditions of the area that will be disturbed during construction operations. Photographs must be obtained as follows:
- (1) Every 10m interval in easements;
 - (2) Every 20m interval in paved areas;
 - (3) Wherever any tree or structure may be damaged due to construction activity; and,
 - (4) Any other location as directed by the *Contract Administrator*.
- The photographs shall be taken with a digital camera 5 megapixels or better and catalogued in albums saved on flash drives.
- Add 4.3.8 The extents of rights-of-way to be provided by the *Owner* is shown on the *Contract Drawings*.
- Where any part of the *Work* is to be performed on *Third-Party Property*, the *Owner* shall arrange for and acquire required rights-of-way. The *Contractor* shall perform all such *Work* in accordance with all agreements between the *Owner* and each *Third-Party Property* owner.
- On completion of any *Work on a Third-Party Property*, the *Contractor* shall deliver to the *Contract Administrator*, a formal release in writing, in a form provided by the *Owner*, signed by the owner *Third-Party Property* on which the *Work* was performed, verifying that the *Contractor* has restored the *Third-Party Property* to that owner's satisfaction, and that the *Third-Party Property* owner is waiving all claims upon the *Contractor* or the *Owner* as a result of the *Work*.
- Where the *Contractor* makes private arrangements for the use of *Third-Party Property*, the *Contractor* shall obtain a signed document from the owner of the *Third-Party Property* granting such permission to the *Contractor* and provide a copy to the *Contract Administrator*.
- Add 4.3.9 If the *Contractor* does not make good any damage caused to a *Third-Party Property* in a timely and satisfactory manner, then at the discretion of the *Contract Administrator*, *Other Contractors* may be engaged by the *Owner* to make good the damage caused by the *Contractor*, with the costs of such repair work to be deducted from progress payments

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			owing to the <i>Contractor</i> or otherwise recovered from the <i>Contractor</i> .
4.4	Temporary Structures and Facilities	Append to 4.4.1	The <i>Contractor</i> will submit designs and plans for temporary structures and facilities to the <i>Contract Administrator</i> for review and comment, but such review shall not relieve the <i>Contractor</i> of any responsibility. The <i>Contractor</i> shall make good at the <i>Contractor's</i> expense immediately all defects arising from the <i>Contractor's</i> faulty design, equipment or application thereof.
		Add 4.4.3	Temporary structures erected by the <i>Contractor</i> shall remain the <i>Contractor's</i> property and be removed from the <i>Site</i> on completion of the <i>Work</i> .
4.5	Errors, Inconsistencies or Omissions in the Contract Documents	Add 4.5.4	Any work or material not herein specified or shown on the <i>Drawings</i> , but which by fair implication, in the judgement of the <i>Contract Administrator</i> , should be included therein, shall be done or furnished by the <i>Contractor</i> as part of their <i>Contract</i> as though shown or included in the <i>Drawings</i> and <i>Specifications</i> .
4.6	Construction Schedule	Delete 4.6.1 and replace with	<p>The <i>Contractor</i> shall prepare and submit to the <i>Contract Administrator</i>, within 10 <i>Days</i> after issuance of the <i>Notice of Award</i>, a construction schedule (the "<i>Baseline Construction Schedule</i>") consistent with the <i>Substantial Performance</i> and <i>Total Performance</i> dates set out herein. This schedule is in addition to the <i>Preliminary Construction Schedule</i> provided in the <i>Contractor's</i> Tender, showing additional details and all dates on which each material component of the <i>Contractor's</i> proposed program of operations will be performed so as to attain <i>Substantial Performance</i> and <i>Total Performance</i> on the required dates. The <i>Contract Administrator</i> will review schedules and return reviewed copy within 10 <i>Days</i> after receipt. <i>Contractor</i> shall resubmit finalized schedules within 5 <i>Days</i> after return of reviewed copy. Instruct recipients to report any problems anticipated with the schedule to <i>Contractor</i> within 10 <i>Days</i>.</p> <p>The <i>Construction Schedule(s)</i> must be in conformance with the <i>Construction Schedule</i> requirements set out in the <i>Specifications</i>.</p> <p>The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of any deviations from, or proposed changes to, the <i>Construction Schedule</i>. If, in the opinion of the <i>Contract Administrator</i>, the <i>Construction Schedule</i> as submitted is inadequate to ensure the completion of the <i>Work</i> within the time limited therefore, or is otherwise not in accordance with the <i>Tender</i>, or if the <i>Work</i> is not being adequately or properly prosecuted in any respect, the <i>Contract Administrator</i>, without</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p>derogating from the <i>Owner's</i> rights under the <i>Contract</i>, shall have the right to require the <i>Contractor</i> to submit a new <i>Construction Schedule</i> providing for proper and timely completion of the <i>Work</i>, and the <i>Contractor</i> shall be entitled to no claim for extension of time on account of such requirement, and such new <i>Construction Schedule</i>, when accepted by the <i>Contract Administrator</i>, shall be a <i>Contract Document</i>.</p>
		Append to 4.6.2	<p><i>Contractor</i> shall submit an <i>Adjusted Baseline Schedule</i> with each application for payment or as directed otherwise by the <i>Contract Administrator</i>.</p>
		Delete 4.6.6 and replace with	<p>The time for the performance of the <i>Work</i> shall commence on the date specified in the <i>Notice to Proceed</i>, or if not so specified, on the date the <i>Notice to Proceed</i> is issued.</p>
		Add 4.6.8	<p>Subject to a contrary provision in the <i>Contract Documents</i>, the <i>Owner</i> shall issue the <i>Notice to Proceed</i> within 14 <i>Days</i> of receipt of a complete set of accurate and compliant documentation from the <i>Contractor</i> as stipulated in the <i>Notice of Award</i>. Failure by the <i>Owner</i> to issue the <i>Notice to Proceed</i> within the 14 <i>Days</i>, shall entitle the <i>Contractor</i> to a claim for delay under GC 13.1.1.</p> <p>If the alteration of a <i>Third-Party Utility</i> is required to complete the <i>Work</i>, the <i>Contractor</i> shall notify, coordinate and allow sufficient time for the companies or authorities to relocate their <i>Third-Party Utilities</i>. It is the <i>Contractor's</i> responsibility to ensure all <i>Work</i>, including <i>Third-Party Utility</i> relocations, is coordinated and completed in a <i>Reasonable Time</i> as part of the overall <i>Work</i>.</p> <p>In the event the <i>Contractor</i> has been diligent and made significant effort and attempts in coordinating with the <i>Third-Party Utility</i> companies or authorities and having their relocations accelerated, any and all costs incurred as a result of the <i>Third-Party Utility</i> companies' ability, or inability, to relocate the <i>Third-Party Utilities</i> are considered incidental and any such delays are considered <i>Delays</i> in accordance with GC 13.3.</p>
4.8	Workers	Add 4.8.0	<p>The <i>Contractor</i> agrees to employ appropriate trade people for the <i>Work</i>. Where the trades people are covered by collective agreements, the <i>Contractor</i> shall abide by the conditions of the collective agreements covering such trades people.</p>
		Add 4.8.2	<p>The <i>Contractor</i> shall endeavour to avoid labour problems and minimize <i>Work</i> stoppages, jurisdictional or other labour disputes on the <i>Site</i>.</p> <p>The <i>Contractor</i> shall ensure that all workers, including <i>Subcontractor</i> employees, are always fit</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

for work within the public right-of-way. There will be no tolerance for the use of inappropriate language, harassing behaviours, influence of drugs and/or alcohol and all clothing shall be suitable for the *Site* and not contain inappropriate messaging. The *Contract Administrator* and/or their representative may request the removal of a worker by the *Superintendent*, if in their opinion the behaviour is not suitable of a *Contractor* representing the *Owner*.

Add 4.8.3

The *Contractor* shall provide disability awareness training for employees, including *Subcontractor* employees, if the *Site* is adjacent to health or community facilities catering to members of the public with mobility, visual or hearing challenges.

The *Contractor* shall provide cultural awareness training for employees, including *Subcontractor* employees, if the *Site* is reasonably suspected to have a high potential to be of cultural importance to First Nations.

Add 4.8.4

(1) Notwithstanding any other provision of any *Contract Document* but subject to GC.4.8.4(2), the *Contractor* shall pay all *Living Wage Employees* not less than the *Living Wage*.

(2) Notwithstanding GC.4.8.4(1), the *Contractor* has up to 6 months from the date on which any increase in the *Living Wage* is published by the *Living Wage Certifier* to increase wages for all *Living Wage Employees* such that all *Living Wage Employees* continue to be paid not less than the *Living Wage*.

(3) A breach by the *Contractor* of its obligations pursuant to this GC shall be deemed to constitute a failure by the *Contractor* to comply with the requirements of the *Contract* to a substantial degree and shall entitle the *Owner* to terminate the *Contract* in accordance with GC 15.

(4) The *Contractor* shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC 4.8.4 and shall make the same available to the *Owner* upon request. The *Owner* may request copies of all such records and accounts which shall be provided to the *Owner* by the *Contractor* (subject to reimbursement of the *Contractor's* reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 1 year after *Total Performance* or earlier termination of this *Contract*. Any records and accounts provided by the *Contractor* in accordance with this GC 4.8.4

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

shall be treated by the *Owner* as confidential information.

The *Contractor* shall, at the direction of the *Owner*, post signs at sites that are owned by or leased to the *Owner*, including all *Streets*, sidewalks and other public rights of way, informing *Living Wage Employees* of the obligations of the *Contractor* and *Subcontractor* pursuant to this GC 4.8.4 and providing contact information to report any breaches thereof. The *Owner* shall supply the *Contractor* with all such signs and the *Contractor* shall return all such signs upon completion of the *Work* or otherwise at the request of the *Owner*.

4.10 Contractor to Provide Labour, Materials and Equipment

Delete 4.10.1 and replace with

The *Contractor* at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and plant, including supervision, products, tools, construction machinery, water, heat, light, and power, together with all proper and required facilities for moving and transporting the same, so that the *Contract* and all *Work* required to be done under it can and will be carried on in a workmanlike manner, properly, satisfactorily, continuously and expeditiously, to completion, to the *Contract Administrator's*, in consultation with the *City Engineer*, satisfaction in all respects.

Should any plant, equipment, appliance, materials or workmanship which the *Contract Administrator* or *City Engineer* may deem to be inferior or unfit for use in or on the *Work* be brought on the *Site* or used, the same shall be wholly removed therefrom within 24 hours after notification to that effect from the *Contract Administrator*, and in the case of failure or neglect on the part of the *Contractor* to remove the same the *Contract Administrator* may cause the same to be taken away at the *Contractor's* expense, and deposited, wasted or otherwise disposed of in any locality, place or way the *Contract Administrator* considers convenient or proper, and the *Contractor* shall forthwith pay to the *Owner* on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the *Owner*. The *Contractor* shall, at their own expense, arrange for and provide adequate supplies of water, electricity or other source of power and light, etc., wherever required for the construction and maintenance of the *Work*.

Add 4.10.2

Where there are *Key Personnel* the *Contractor* shall:
(1) use best endeavours to retain *Key Personnel* for the duration of the provision of the *Work*;

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- (2) take reasonable steps to ensure that *Key Personnel* dedicate their time fully to the Work (unless otherwise agreed or approved by the Contract Administrator in writing);
- (3) promptly inform the Contract Administrator should any of the *Key Personnel* leave, or give notice of an intention to leave the *Contractor*, and obtain a substitute or substitutes; and

not reassign or allow the reassignment of the *Key Personnel* to other projects during the performance of the Work without the Contract Administrator's prior written consent (such consent not to be unreasonably withheld or delayed).

Add 4.10.3

If:

- (1) the *Contractor* wishes to reassign or to replace an individual designated as *Key Personnel*; or
- (2) an individual designated as *Key Personnel* gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the *Contractor* shall provide a substitute with experience and qualifications equivalent or greater than the *Key Personnel* to be replaced, and shall provide documentation to the *Contract Administrator* to establish such experience and qualifications.

4.11 Subcontractors

Add 4.11.0

The *Contractor* shall supply complete information to *Subcontractors* and equipment and material suppliers. Where *Specifications* and *Drawings* are required to provide complete information on any aspect of the Work, the *Contractor* shall supply them to the *Subcontractor* or supplier concerned.

In every subcontract, to the extent the *Builders Lien Act* is applicable, the *Contractor* shall specify that the *Contractor* or agent of the *Contractor* shall be the person responsible for payment certification under that subcontract for the purposes of the *Builders Lien Act* (and not the *Owner* or *Contract Administrator*).

Delete 4.11.2 and replace with

The *Contractor* shall employ only the *Subcontractors* listed in Schedule 4 to the Contract, or others as approved in writing by the *Contract Administrator*, and shall not change or employ additional *Subcontractors* without the approval of the *Contract Administrator*, which approval shall not be unreasonably withheld.

Add 4.11.7

The *Contractor* shall ensure that the requirements of GC 4.8.4 apply to all *Subcontractors*.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

4.12 Tests and Inspections	Add 4.12.1	The <i>Contractor</i> shall be notified of all deficiencies discovered by the <i>Contract Administrator</i> or <i>City Engineer</i> upon completion of each inspection. The <i>Contractor</i> shall provide a schedule for correction or correct such deficiencies within 7 Days of the notice.
	Add 4.12.2	If any material, design or installation <i>Work</i> does not conform to any of the <i>Contract Documents</i> , the <i>Contract Administrator</i> and the <i>City Engineer</i> have the authority to stop <i>Work</i> and order the removal of unsatisfactory materials or require the <i>Contractor</i> to re-perform the <i>Work</i> in compliance with the <i>Contract Documents</i> . The <i>Contractor</i> will be held liable for all costs associated with the removal of and / or the reconstruction of <i>Work</i> which is not in accordance with the <i>Contract Documents</i> , as determined by the <i>Contract Administrator</i> or <i>City Engineer</i> , as applicable.
	Add 4.12.3	Where tests or inspections by designated testing laboratory reveal <i>Work</i> not in accordance with the <i>Contract Documents</i> , the <i>Contractor</i> shall pay costs for additional tests or inspections as the <i>Contract Administrator</i> or <i>City Engineer</i> may require verifying acceptability of corrected <i>Work</i> .
	Add 4.12.4.1	<p>The <i>Contract Administrator</i>, <i>City Engineer</i>, and <i>Site Inspectors</i> shall have free and uninterrupted access to any and all parts of the <i>Work</i> area and the plants that are producing the materials for the purpose of making inspections and taking samples of materials being used.</p> <p>The <i>Contractor</i> shall furnish labour and facilities to:</p> <p>(1) Provide access to <i>Work</i> to be inspected and tested.</p> <p>(2) Facilitate inspections and tests.</p> <p>Make good <i>Work</i> disturbed by inspection and test.</p>
	Add 4.12.4.2	Testing of materials, assembled components and systems to be carried out at the <i>Contractor's</i> cost by an independent third-party testing laboratory approved by the <i>Contract Administrator</i> .
	Add 4.12.10	The <i>Contractor</i> shall not schedule <i>Work</i> that will require inspection beyond an eight-hour <i>Day</i> , or forty hour week without the <i>Contract Administrator's</i> prior approval. Any extra cost incurred by the <i>Owner</i> in connection with inspections of <i>Work</i> scheduled outside the foregoing parameters, whether approved or not, may be deducted from the <i>Contractor's</i> subsequent progress payment.
	Add 4.12.11	Prior to the <i>Work</i> being inspected by the <i>City Engineer</i> , the <i>Contractor</i> shall make whatever

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			preliminary tests are necessary to assure that the materials and equipment is in accordance with the <i>Drawings and Specifications</i> .
4.13	Rejected Work	Add 4.13.4	If the <i>Contractor</i> does not make good any rejected work in a timely and satisfactory manner, then at the discretion of the <i>Contract Administrator, Other Contractors</i> may be engaged by the <i>Owner</i> to make good the rejected work, with the costs of such repair work to be deducted from progress payments owing to the <i>Contractor</i> or otherwise recovered from the <i>Contractor</i> .
4.16	Notice of Disruption	Add 4.16.2	Notifications pursuant to GC.4.18.1 must be in compliance with the requirements of the <i>City of Vancouver Construction Specifications</i> (rev. November 2019).
4.17	No Promotion of Relationship with the Owner	Add 4.17.1	The <i>Contractor</i> shall not disclose or promote its relationship with the <i>Owner</i> , including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the <i>Owner</i> (except as may be necessary for the <i>Contractor</i> to perform the <i>Contractor's</i> obligations under the terms of the <i>Contract</i>). The <i>Contractor</i> shall not use the <i>Owner's</i> logo or any of the <i>Owner's</i> official marks without the express prior written consent of the <i>Owner</i> .
4.18	Hours of Work	Add 4.18.1	<p>The <i>Contractor</i> must comply at all times with all applicable requirements of the <i>City of Vancouver's Noise By-law</i>.</p> <p>The <i>Contractor</i> shall keep the <i>Contract Administrator</i> advised on the proposed hours of <i>Work</i> so that inspection can be co-ordinated. <i>Work</i> without inspection shall not be permitted.</p> <p>The <i>Owner's</i> employees work between the hours of 7:30 a.m. and 3:30 p.m. on all <i>weekdays except statutory holidays</i>. The <i>Contractor</i> shall not schedule any work to be performed by the <i>Owner's</i> crews outside these hours except by special arrangement agreed to by the <i>Contract Administrator</i> or in case of emergency.</p>
4.19	Assignment	Add 4.19.1	Neither party to the <i>Contract</i> shall assign the <i>Contract</i> or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.
4.20	Approved Equals	Add 4.20.1	<i>Contractor</i> may request the <i>Owner</i> to approve alternate materials, products or equipment (“ Approved Equals ”) for items indicated in the <i>Contractor</i> documents, provided such <i>Approved Equals</i> comply in all respects with the applicable <i>Specifications</i> . Applications for <i>Approved Equals</i>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			must be in writing and supported by appropriate supporting information, data, specifications and documentation. The Owner is not obligated to review or accept any applications for an Approved Equal and may decide to accept an application for an Approved Equal in its sole discretion.
5.0	SHOP DRAWINGS		
5.1	Preparation of Shop Drawings	Delete 5.1.3 and replace with	The <i>Contract Administrator</i> or <i>City Engineer</i> may require that a <i>Shop Drawing</i> be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the <i>Shop Drawing</i> has been prepared in compliance with applicable codes and design standards and good engineering practice.
		Delete 5.1.4 and replace with	If the <i>City Engineer</i> or <i>Contract Administrator</i> requires the review and stamping by a Professional Engineer of <i>Shop Drawings</i> that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the <i>Owner</i> .
		Add 5.1.5	Manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data may be accepted in lieu of <i>Shop Drawings</i> , as determined by the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , and provided the following conditions are met: (1) Information is deleted which is not applicable to the project. The standard information is supplemented with additional information applicable and specific to the <i>Work</i> .
5.2	Submission of Shop Drawings	Delete 5.2.1 and replace with	The <i>Contractor</i> shall submit <i>Shop Drawings</i> , product data and samples to the <i>Contract Administrator</i> in a timely way and in an orderly sequence so as to permit the <i>Contract Administrator</i> and <i>City Engineer</i> a reasonable opportunity to review the provided information without causing a delay to the <i>Work</i> or to the work of <i>Other Contractors</i> . The <i>Contractor</i> shall submit a <i>Shop Drawing</i> schedule in accordance with the <i>Specifications</i> related to the <i>Construction Schedule</i> . The <i>Contractor</i> shall schedule submissions at least 10 <i>Days</i> before the date that reviewed submission will be needed. The <i>Contractor</i> shall submit the number of copies of <i>Shop Drawings</i> and product data which the <i>Contractor</i> requires for distribution plus two (2) copies which will be retained by the <i>Contract Administrator</i> .

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p><i>Shop Drawings</i> shall be prepared and submitted in compliance with the requirements of the <i>City of Vancouver Construction Specifications</i> (rev. November 2019).</p>
		Delete 5.2.4 and replace with	Unless otherwise noted, the <i>Shop Drawings</i> may be in CAD format, or other format at selection of the <i>Contractor</i> .
5.3	Review by Contract Administrator	Delete 5.3.1 and replace with	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , will review <i>Shop Drawings</i> submitted by the <i>Contractor</i> and return them in accordance with an agreed-to schedule, if any, or otherwise with reasonable promptness so as not to cause delay to the <i>Work</i> . <i>Contractor</i> shall coordinate the timing of all submissions required pursuant to the Contract Documents with the performance of the <i>Work</i> to which the submission relates. Individual <i>Shop Drawings</i> will not be reviewed until all related drawings are available.
		Delete 5.3.2 and replace with	The <i>Contractor</i> shall make any changes in <i>Shop Drawings</i> which the <i>Contract Administrator</i> or <i>City Engineer</i> may require consistent with the <i>Contract Documents</i> and resubmit unless otherwise directed by the <i>Contract Administrator</i> or <i>City Engineer</i> . When resubmitting, the <i>Contractor</i> shall notify the <i>Contract Administrator</i> in writing of any revisions other than those requested by the <i>Contract Administrator</i> or <i>City Engineer</i> .
		Delete 5.3.3 and replace with	When a submitted <i>Shop Drawing</i> is acceptable to the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , as provided by this GC then the <i>Contract Administrator</i> shall date and mark the <i>Shop Drawing</i> as “Reviewed” and return it to the <i>Contractor</i> . The <i>Contract Administrator</i> shall date and mark the number of copies submitted.
6.0	OTHER CONTRACTORS		
6.2	Coordination and Connection	Delete 6.2.1 and replace with	The <i>Contractor</i> shall afford all facilities for the execution of any <i>Other Work</i> which may be undertaken by the <i>Owner</i> or by such parties as may be employed by them, so that such work may be properly and conveniently completed, and the <i>Contract Administrator</i> shall have full authority to make and enforce such regulations as the <i>Contract Administrator</i> may deem necessary for the conduct of the work; and the <i>Contractor</i> shall proceed in such manner and complete in such order such portions of the <i>Work</i> as the <i>Contract Administrator</i> may require, and the <i>Contract Administrator</i> shall be the sole judge as to what facilities are due and proper, and can be afforded without any undue interference with the execution of the <i>Contract</i> .

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

The *Contractor* shall at all times give free access and every reasonable facility to the employees of the *Owner* and to *Other Contractors*, to such portion of the work and adjoining land as may be necessary to enable them to execute and maintain work of any description; such accommodation and access being regulated and directed by the *Contract Administrator* and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the *Contractor* against the *Owner*.

7.0 CHANGES

7.1 Changes

Delete 7.1.3 and replace with

Additional work that the *Owner* may wish performed that does not satisfy the requirements of subparagraphs (1) and (3) of GC 7.1.1 is extra Work (“*Extra Work*”) and not a *Change*. Pursuant to GC 8, *Extra Work* may be declined by the *Contractor* or may, upon agreement between the parties, be undertaken as *Extra Work*.

Delete 7.1.4 and replace with

A variation between the actual quantity and the estimated *Tender Quantity* for that item set out in the *Schedule of Quantities and Prices* of not more than plus or minus the percentage set out in GC 9.4.1 shall not be a *Change* unless the variation is greater than such percentage, in which case the provisions of GC 9.4 shall apply.

7.2 Contemplated Change Order

Add 7.2.3

If the *Contemplated Change Order* is for work, which if executed and incorporated would impact a critical path element of the *Work*, then any delay in the *Contractor’s* provision of a response to the *Contemplated Change Order* greater than 10 days, will be deemed a *Delay* by the *Contractor* as defined in GC 13.2.

7.4 Optional Work

Delete 7.4.1 and replace with

Optional Work will only be included in the *Work* if the *Contract Administrator* so directs by *Change Order*, and in such event the *Contractor* shall perform the *Optional Work* as part of the *Work*, for the price tendered at the time of bid and with schedule extension as provided for in the *Contract Documents* (if any).

9.0 VALUATIONS OF CHANGES AND EXTRA WORK

9.2 Valuation Method

Delete 9.2.1 and replace with

Adjustments to the *Contract Price* on account of *Changes* shall be valued by *Force Account*.

9.4 Quantity Variations

Delete 9.4.1 and replace with

If for any reason, including an addition or deletion under GC 7.1.1.a or GC 7.1.1.b respectively, the actual quantity of an item listed in the *Schedule of Quantities and Prices* constructed or provided by the *Contractor* varies more than plus or minus the *Variance Threshold Percentage* from the estimated

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p>quantity for that item as listed in the <i>Schedule of Quantities and Prices</i> (the “Tender Quantity”), then either the <i>Owner</i> or the <i>Contractor</i> may by written notice request a revised <i>Contract Price</i> in consideration of such change in quantities.</p>
		Delete 9.4.3 and replace with	<p>If notice is delivered to either party pursuant to GC 9.4.1, the <i>Contract Price</i> shall be revised as follows:</p> <p>(1) in the case where the actual quantity an of item constructed or provided is less than the quantity of an item listed in the <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i>, the <i>Contract Price</i> shall be decreased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided less than the <i>Variance Threshold Percentage</i>; and</p> <p>in the case where the actual quantity an of item constructed or provided is more than the quantity of an item listed in the <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i>, the <i>Contract Price</i> shall be increased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided in excess of the <i>Variance Threshold Percentage</i>.</p>
		Delete 9.4.4	<p>If either party requests a revision to the <i>Contract Price</i> pursuant to GC 9.4.1, the <i>Contractor</i> shall make available to the <i>Contract Administrator</i> all documentation reasonably required to verify that the actual amount of the applicable item constructed or provided by the <i>Contractor</i> is greater or less than, as the case may be, the quantity set out in the <i>Schedule of Quantities and Prices</i> by no less than the <i>Variance Threshold Percentage</i>.</p>
		Delete 9.4.5	Delete 9.4.5
10.0	FORCE ACCOUNT		
10.1	Force Account Cost	Delete 10.1.1 and replace with	<p>Payment for <i>Work</i> based on <i>Force Account</i> shall be calculated as follows:</p> <p>(5) the costs of labour will be determined by the labour rates specified in Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates); and</p> <p>(6) the costs of equipment will be determined by the construction equipment rates specified in</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p>Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates);</p> <p>in each case, such costs shall be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances, provided in all cases that the foregoing represents in the aggregate no greater than 10% of the costs set out in Schedule 8.</p>
		Add 10.1.2	<p>No compensation will be made for standby of the <i>Contractor's</i> labour or owned equipment, unless otherwise previously agreed to in writing. In the case of an occurrence of standby, the standby hours will be separated from the actual hours worked on the records.</p>
		Add 10.1.3	<p>In the completion of <i>Work</i> based on <i>Force Account</i>, the <i>Contractor</i> shall take all reasonable efforts to minimize the effects and costs of the <i>Work</i> based on <i>Force Account</i>, and this obligation shall be taken into account in the determination of the <i>Contractor's</i> entitlement to a <i>Contract</i> extension and reimbursement of costs. If in the opinion of the <i>Contract Administrator</i>, the <i>Contractor</i> is using an unsuitable methodology, the <i>Contractor</i> will be immediately advised that <i>Work</i> based on <i>Force Account</i> is to cease and will not recommence until the <i>Contractor</i> has presented an acceptable methodology.</p>
10.3	Submit Accurate Records	Append to 10.3.1	<p>Neither the <i>Contract Administrator</i> nor their site representative's signature upon the submitted daily sheet forms any agreement for payment, only an agreement on the hours worked under <i>Force Account</i>.</p>
12.0	HAZARDOUS MATERIALS		
12.1	Risk of Hazardous Materials	Add 12.1.4	<p>The <i>Contractor</i> shall conduct no <i>Work</i> on materials that are potentially <i>Hazardous Materials</i> without prior testing. Responsibility for testing will be agreed upon prior to commencing <i>Work</i>.</p>
12.3	Directions for Hazardous materials	Delete 12.3.2 and replace with	<p>The <i>Work</i> shall be performed in full compliance with all <i>Laws</i> applicable to any <i>Hazardous Materials</i> encountered at the <i>Place of the Work</i> by an <i>Approved Abatement Contractor</i>.</p>
13.0	DELAYS		
13.1	Delay by Owner or Contract Administrator	Add 13.1.2	<p>No additional <i>Contract Time</i> and no additional reimbursement will be owed to the <i>Contractor</i> by the <i>Owner</i>, for instances where the delay by <i>Owner</i> or <i>Contract Administrator</i> is as a direct result of a preceding Delay by the <i>Contractor</i>.</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

13.3 Unavoidable Delay Add 13.3.2

A delay for *Abnormal Weather* will only be considered if the *Contractor* can show that one or more of the following apply:

- (1) A weather condition, as determined by the *Contract Administrator*, that prevents the *Contractor* from proceeding with at least 60% of the normal labour and equipment force, for at least 5 hours on a component of the *Work*, which if delayed is on the critical path of the most up to date *Construction Schedule*, and as such will delay the completion of the *Work*;
- (2) The *Contractor* cannot reasonably complete other *Work* on the *Site* to advance the schedule;
AND
- (3) The *Contractor* complies with the requirements of GC.13.6.3

And, that the *Contractor* has pursued alternate construction methodologies to mitigate potential delays for contractual *Work* in advance of the expected seasonal weather.

13.9 Liquidated Damages for Late Completion Delete 13.9.1 and replace with

If the *Contractor* fails to meet the *Milestone Date* for *Substantial Performance* as set out herein (and as may be adjusted pursuant to the provisions of the *Contract Documents*), then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

- (1) 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 \$1500.00 per day or pro rata portion for each *Day* that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*; plus
- (2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (1) and (2) then any shortfall shall immediately, upon written notice from the *Owner*, and upon *Substantial Performance*, be due and owing by the *Contractor* to the *Owner*.

Add 13.9.2

If the *Contractor* fails to meet the date agreed to for *Total Performance* or any other *Milestone Date*,

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

the *Owner* may deduct monies as set out in GC 13.9.1.

15.0 OWNERS RIGHTS
ON
CONTRACTORSS
DEFAULT

15.0 Contractor Default Add 15.0.0

The *Owner*, without prejudice to any other right, may elect to terminate the *Contract* forthwith upon notice to the *Contractor* if:

- (1) the *Contractor* fails to comply with the *Notice to Proceed*;
- (2) the *Contractor* commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the *Contractor's* creditors;
- (3) a receiver is appointed for the *Contractor's* business;
- (4) the *Contractor* fails, on reasonable notice from the *Contract Administrator*, in consultation with the *City Engineer*, to supply enough proper labour, equipment, or products;
- (5) the *Contractor* does not pay promptly the *Contractor's* employees, *Subcontractors* or suppliers;
- (6) the *Contractor* does not comply with the requirements of the WorkSafeBC Regulations, or otherwise fails to meet the safety requirements of the *Contract*; or
- (7) the *Contractor* persistently or substantially breaches any provision of this *Contract*.

On such termination, the *Contract Administrator*, in consultation with the *City Engineer*, may arrange for the performance of the *Work* by whatever method the *City Engineer* deems expedient but without undue delay or expense.

15.3 Termination Append to
15.3.1(1)

which possession the *Contractor* hereby pledges to the *Contract Administrator* as agent for and on behalf of the *Owner*, as security for the performance of the *Contract* and the *Work*, provided that upon completion of the *Work*, the *Contract Administrator* shall return to the *Contractor* or its legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the *Work*, without any compensation for use thereof.

Add 15.3.3

In case the *Work* or any part thereof is assumed from the *Contractor*, as herein provided, it shall in

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

no way affect the relative obligations of the *Owner* and the *Contractor* or its sureties in respect of the *Contractor's* or their obligation, or in respect of the remainder of the *Work* (if any), as the *Contract Administrator*, in consultation with the *City Engineer*, may consider reasonable. The *Contractor* and its sureties in every case shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the *Work* which may be incurred by reason of termination of the *Contract* pursuant to this GC 15, together with the compensation for liquidated damages, if any, from the date fixed for the *Total Performance* of the *Work*, and the same may be deducted or collected by the *Owner* as provided by GC 18.11.

All the powers of the *Owner* with respect to the determination of any doubts, *Disputes* and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the *Contractor*, and otherwise in respect of the *Contract* shall nevertheless continue in force.

Add 15.3.4

The fulfilment by the *Contractor* of any stipulation in the *Contract* may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the *Owner* nor any of its officials, officers, employees or other agents shall be liable or accountable to the *Contractor* in any way for the manner in which, or the price at which the *Work*, or any portion thereof, may have been or may be done or completed by the *Owner*.

No proceeding taken pursuant to this GC 15 or pursuant to any other provision of the *Contract* shall at any time be deemed to be an assignment of the *Contract* or of any portion thereof, unless otherwise agreed to in writing.

15.4 Termination of
Contract Without
Default of
Contractor

Add 15.4.1

The *Contract Administrator* may, as agent for and on behalf of the *Owner*, at the *Contract Administrator's* discretion terminate the *Contract* at any time upon written notice to the *Contractor* notwithstanding the fact that the *Contractor* may not then be in default, in which event the *Owner* shall be liable to the *Contractor* only for *Work* done and materials delivered at or to the *Site* up to the date of the termination plus reasonable demobilization costs up to a maximum of \$10,000.00.

Upon payment of the aggregate of the aforesaid sums, the *Owner*, the *Contract Administrator* and the *Contractor* shall be released from their liabilities or obligations under the *Contract* save and except that the liabilities and obligations of the

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

Contractor shall continue with respect to:
 (i) deficiencies and warranties in the portion of the *Work* completed prior to termination; and (ii) the indemnification requirement set out in GC.22.

**16.0 CONTRACTORS
 RIGHTS ON
 OWNERS DEFAULT**

16.3 Notice of Default Delete 16.3.1 and replace with

If:
 (8) the *Contract Administrator* fails to issue a certificate in accordance with the provisions of GC 18.1.1; or
 (9) the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Contract Administrator* or awarded by arbitration or court; or
 (10) the *Owner* fails to provide the *Contract Documents* as required by GC 2.1.1;

then the *Contractor* may give written notice to the *Contract Administrator*, with a copy to the *Owner*, that the *Owner* is in default and demand that the *Owner* correct the default within *20 Days*, and if the *Owner* fails to make the correction then, without prejudice to any other right or remedy the *Contractor* may have, the *Contractor* may stop the *Work* or terminate the *Contract*.

17.0 DISPUTES

17.9 Attornment to Jurisdiction of Courts of British Columbia Add 17.9

Notwithstanding any other provision of the *Contract*, the *Owner* and the *Contractor* irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the *Contract*.

18.0 PAYMENT

18.1 Preparation of the Payment Certificat Add 18.1

5 Days prior to the end of the calendar month, the *Superintendent* shall compile and submit a summary of the daily quantities for *Work* completed within the past month. This shall be included with other deliverables such as the *Adjusted Baseline Schedule*, *Quality Management* reports, and supporting documentation in GC 18.2.1.

18.4 Holdbacks Delete 18.4.1 and replace with

Builders Lien Holdback: The *Owner* shall:
 (1) hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Contractor* as a builders lien holdback; and
 if the *Place of the Work* is a highway, *City Street*, or right-of-way then, notwithstanding that a lien cannot be registered against the *Place of the Work*, hold back the percentage that would have

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

		been required if the <i>Builders Lien Act</i> did apply of any amounts due to the <i>Contractor</i> as a builders lien holdback, on the same conditions as though such hold back was a requirement of the <i>Builders Lien Act</i> , including making payment from such hold back directly to <i>Subcontractors</i> .
	Add 18.4.6	<p><i>Maintenance Security Hold Back:</i> The <i>Owner</i> shall hold back 5%, of any amounts due to the <i>Contractor</i> as a maintenance security holdback, to cover the costs of corrections to defective <i>Work</i> that may be required.</p> <p>The <i>Contractor</i> may substitute a letter of credit, in the amount of the <i>Maintenance Security Holdback</i>, in a form and from a financial institution acceptable to the <i>Owner</i>, for the <i>Maintenance Security Holdback</i>.</p>
18.5	Payment	Delete 18.5.1 and replace with
		<p>During progress of the <i>Work</i>, the <i>Contractor</i> may make application to the <i>Contract Administrator</i> for payment, in the form of an invoice accompanied by:</p> <ol style="list-style-type: none">(1) a <i>Payment Certificate</i> approved by the <i>Contract Administrator</i> as per GC 18.1,(2) a sworn declaration that all amounts relating to the <i>Work</i>, due and owing as of the end of the month to third parties including all <i>Subcontractors</i> and suppliers, have been paid, and(3) such other documentation reasonably required by the <i>Contract Administrator</i> as may be necessary to establish to the <i>Contract Administrator's</i> satisfaction the compliance by the <i>Contractor</i> with the conditions of the <i>Contract</i>. <p>All in a form acceptable to the <i>Contract Administrator</i>, on or before the last day of every month for any portion of the <i>Work</i> done to the date of the application.</p> <p>The net amount shown for payment, less any holdback required by the <i>Builders Lien Act</i> and less the aggregate of any previous payments, all in accordance with the <i>Contract</i> and with the <i>Builders Lien Act</i> (if and to the extent applicable), shall be due and payable to the <i>Contractor</i> 30 days following submission of an invoice to the <i>Owner</i>, in an acceptable format, accompanied by and consistent with the <i>Payment Certificate</i> approved by the <i>Contract Administrator</i>.</p> <p>The <i>Owner</i> will, in addition to other holdbacks as provided by the <i>Contract Documents</i>, be entitled to deduct and retain from payments otherwise due to the <i>Contractor</i>, a <i>Maintenance Security Holdback</i> as</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

per GC 18.4. The balance of the *Maintenance Security Holdback* not required to correct defective *Work*, and remaining at the end of the *Warranty Period*, shall be paid without interest to the *Contractor*.

(4) On *Substantial Performance* being certified in accordance with the procedures set out in GC 18.6 and the value of the certified deficiencies being agreed upon, the *Contractor* may make application to the *Contract Administrator* for the balance of all monies then owing under this *Contract* to the *Contractor*, submitting also such documentation as is required by GC 18.6.

Delete 18.5.3 and
replace with

If for any reason the *Owner* disputes the net amount shown for payment on a *Payment Certificate* the *Owner* shall, within the time specified in this GC, pay to the *Contractor* any amount not disputed and also deliver to the *Contractor* and the *Contract Administrator* written reasons for any deductions.

The dispute by the *Owner* of the correct amount owing shall be a *Dispute* and the written reasons for any deduction shall constitute a *Dispute Notice*.

Add 18.5.4

After 55 calendar days have elapsed from the date of the *Certificate of Substantial Performance* issued in accordance with GC 18.6 and upon the *Contract Administrator's* satisfaction that no encumbrance, lawful claim or lien exists, the *Owner* will, within a further 10 calendar days, make payment to the *Contractor* of all monies due under this *Contract* at the date of *Substantial Performance*, including the release of all remaining *Builders Lien Act* holdback amounts, if any, but retaining at least twice the estimated value of the certified deficiencies, and retaining the *Maintenance Security Holdback*.

Upon the issuance of the *Certificate of Total Performance*, the *Owner* will make a final payment of all monies owing to the *Contractor* under the *Contract*, except for the *Maintenance Security Holdback*, which shall be released as per GC 18.5.1.

Add 18.5.5

Upon the issuance of the *Certificate of Total Performance*, the *Owner* will make a final payment of all monies owing to the *Contractor* under the *Contract*, except for the *Maintenance Security Holdback*, which shall be released as per GC 18.5.1.

Add 18.5.6

Where payment is not made in accordance with the payment provisions contained in GC 18.5, the overdue amount shall bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest shall be calculated from and after the date upon which such payment was due and shall accrue until the date

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

18.6 Substantial Performance	Add 18.6.3 (3)	<p>that payment of the overdue amount together with interest is made. This interest obligation on the <i>Owner</i> shall constitute the sole remedy of the <i>Contractor</i> for late payment.</p> <p>A completed set of legible, marked up as-constructed prints and survey point file containing all inverts, casting elevations and all other information required for the production of <i>Record Drawings</i>. If additional information is required, the <i>Contract Administrator</i> will cause that information to be obtained, and in doing so, will deduct the costs to the <i>Owner</i> from the final progress payment.</p>
	Delete 18.6.4 and replace with	<p>The <i>Owner</i>, the <i>Contract Administrator</i> and the <i>Contractor</i> shall inspect the <i>Work</i> and any remaining deficiencies shall be detailed and included on the <i>Certificate of Substantial Performance</i>. The date of <i>Substantial Performance</i> shall be as stated in this Certificate. Upon issuance of the <i>Certificate of Substantial Performance</i> to the <i>Contractor</i>, the <i>Contract Administrator</i> shall set a reasonable date for the <i>Total Performance</i> of the <i>Work</i>.</p>
	Add 18.6.7	<p>For the purposes of the <i>Builders Lien Act</i> (to the extent applicable), the <i>Certificate of Substantial Performance</i> as described herein shall serve as the <i>Contract's</i> certificate of completion, and the date of <i>Substantial Performance</i> stated in the Certificate shall be deemed to be the date of the Certificate's issuance.</p>
18.10 Statutory Declarations	Add 18.10.1	<p>The <i>Contractor</i> shall submit with each of the <i>Contractor's</i> applications for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the <i>Contractor</i>, or by such person on behalf of the <i>Contractor</i> as the <i>Contract Administrator</i> may approve.</p> <p>(1) Prior to payment and as condition to any payment, the <i>Contract Administrator</i> may at any time require the <i>Contractor</i> to file with the <i>Contract Administrator</i> a statutory declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the <i>Site</i>, all products or other things supplied for use in or upon the <i>Work</i> and amounts due to <i>Subcontractors</i> and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the <i>Work</i>.</p> <p>Should any amounts be due and unpaid for wages, equipment, hire, products and <i>Subcontractors</i> or suppliers as above listed or any encumbrance, lawful claim or lien accrue,</p>

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

the amounts shall be listed on a duly attested statement, in duplicate, and attached to the statutory declaration referred to above.

The *Contract Administrator* may at any time, if the *Contract Administrator* deems it advisable, require from the *Contractor* a statement showing the rates of wages paid by the *Contractor* for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any products supplied for use in or upon the *Work* and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement shall be duly attested in duplicate as above and be a condition precedent to the right of the *Contractor* to receive payment.

- (2) Prior to final payment and as a condition to issuance by the *Contract Administrator* of a *Certificate of Total Performance*, the *Contractor* shall file with the *Contract Administrator* a statutory declaration showing that all *Work* in respect of the *Contract* has been completed; all accounts, detailed in the first sentence of Section (1) of this General Condition have been paid and satisfied and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the *Work*; and payments already received and due under the final payment application are accepted by the *Contractor* as full compensation for everything furnished and done by the *Contractor* under the *Contract*.

The *Contractor's* payrolls, time-books, books of account, invoices, receipt and statements relating to its *Work* under the *Contract* shall be at all times open for inspection and extract by the *Contract Administrator* and the *Owner* and any authorized representative of them.

18.11 Money Due to Owner Add 18.11.1

All money payable to the *Owner* by the *Contractor* may be retained out of any money then due, or which may become due from them to the *Contractor* under this or any other contract with the *Owner*, or otherwise howsoever, or may be recovered from the *Contractor* and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the *Contract Administrator* shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him or

INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

her the advisability of so doing, until the *Contract Administrator* is satisfied that the *Work* and material so far done or furnished are in accordance with the *Contract* and that the *Contractor* is otherwise entitled thereto, though the sum to be retained may be unascertained.

19.0 TAXES, DUTIES AND GST

19.4 Non-Resident Withholding Tax Add 19.4.1

If the *Contractor* is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the *Contractor* hereby so agrees, the *Owner* may deduct from all money payable under the *Contract* and remit to the Receiver-General of Canada, the Government of Canada or the Canada Revenue Agency sums required to be withheld and remitted by the *Income Tax Act* (Canada), as amended.

The *Owner* will receive a further credit under the *Contract* for money withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the *Owner* on sums withheld, not remitted as aforesaid and later paid directly to the *Contractor*.

20. LAWS, NOTICES, PERMITS AND FEES

20.2 Permits Delete 20.2.1 and replace with

Except for *Owner Permits*, the *Contractor* shall obtain all permits, licenses, approvals and certificates which, as of the *Tender Closing Date*, are required for the performance of the *Work* (collectively the "*Contractor Permits*"). *Contractor Permits* shall include all municipal construction permits and approvals. The *Contractor* shall pay all *Contractor Permit fees*.

Delete 20.2.2 and replace with

Unless otherwise noted in the *Contract Documents*, the *Owner* shall obtain those permits, clearances and approvals that are required for operation of the completed project, including any permanent easements or other permanent property rights, land use approvals (such as zoning) or environmental approvals (such as Federal Department of Fisheries and Oceans) (collectively the "*Owner Permits*"). The *Owner* shall obtain all *Owner Permits* in a timely manner so as not to delay the progress of the *Work*.

Add 20.2.3

All *Work* within *City* properties shall be carried out and completed within the stated terms and conditions of any applicable permit, specification and bylaw.

Add 20.2.4

It is the *Contractor's* responsibility to seek clarification and instruction from the *Contract*

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

Administrator regarding construction activities that are not covered by the applicable permits, bylaws and *City* and *MMCD* Specifications. In the event of any variation between this manual and *City* bylaws, the bylaws shall prevail.

21.0 WORKERS
COMPENSATION
REGULATIONS

21.0 Payment of
WorkSafeBC
Assessments Add 21.0.0

The *Contractor* agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any *Work* or service which is the subject of this *Contract*. The *Contractor* agrees that the *Owner* has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the *Owner* to the *Contractor*. The *Owner* shall have the right to withhold payment under this *Contract* until the WorkSafe BC premiums, assessments or penalties in respect of *Work* done or service performed in fulfilling this *Contract* have been paid in full.

21.2 Contractor is
"Prime
Contractor" Delete 21.2.1 and
replace with

Unless otherwise specified in the *Contract Documents* or notified to the contrary by the *Contract Administrator*, the *Contractor* is the "Prime Contractor" for the purpose of all *Laws* relative to occupational health and safety, including the discharge of all duties of the "Prime Contractor" under the *Workers Compensation Act* (British Columbia), notwithstanding that the *Owner*, the *Contract Administrator* or *Other Contractors* may provide from time to time some of the services normally provided by such "Prime Contractor". In this GC.4.2 "Prime Contractor" has the definition ascribed to the term "prime contractor" under the *Workers Compensation Act* (British Columbia).

Add 21.2.2

If the *Contractor* is the "Prime Contractor", the *Contractor* shall:

- (1) comply with all *Laws*, and all reasonable rules established by the *Owner* of which the *Contractor* is given timely notice through the *Contract Administrator*, relative to occupational health and safety;
- (2) initiate, maintain and supervise all safety programs and measures in connection with the performance of the *Work*, which programs and measures shall respond fully to the requirements of all *Laws* relative to

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- occupational health and safety, all to the satisfaction of the Contract Administrator;
- (3) conduct regular safety meetings at the Site, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Contract Administrator on a weekly basis;
 - (4) supply and maintain at the Site all safety equipment necessary to protect workers and others from accident or injury;
 - (5) supply and maintain at the Site all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Site, and establish an emergency procedure for prompt removal of any such person from the Site to a hospital, clinic or medical office for further treatment; and
 - (6) prior to commencement of construction, the Contractor will:
 - a. complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules, and
 - b. post the Notice of Project at the Site, and
 - c. provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Site.

If, or for so long as the *Contractor* is not the "Prime Contractor", the *Contractor* shall:

- (1) comply with all Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the *Contract Administrator*, relative to occupational health and safety;
- (2) comply with all reasonable directions issued by the "Prime Contractor" regarding compliance with *Laws*, and rules established by the *Owner*, relative to occupational health and safety; and
- (3) attend all *Site* safety meetings convened by the "Prime Contractor".

Whether or not the *Contractor* is the "Prime Contractor", it shall:

- (1) report immediately to the "Prime Contractor" (if not the Contractor) and the *City Engineer* all accidents and injuries of any kind or severity occurring on or about the Site and involving employees of the Contractor or any Subcontractor, or any other person of which the

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

Contractor is aware, and arising out of or in connection with the Work;

- (2) confirm in writing each report made under subparagraph (1) above; and
- (3) respect and adhere to the *Owner's* safety and training polices relative to the *Site* and the *Work*.

If the *Contract Administrator* determines that the *Contractor* is not in compliance with its obligations as "Prime Contractor", if applicable, the *Owner* may, but is not obliged to, provide some or all of the services required to discharge those obligations. All costs incurred by the *Owner* in providing such services shall be paid by the *Contractor* to the *Owner*, and may be deducted from any amount then or thereafter becoming due to the *Contractor* under the *Contract*.

Add 21.2.3 Upon request of the *Contract Administrator* or the *Owner*, the *Contractor* will provide the *Owner* and the *Contract Administrator* with the *Contractor's* or any *Subcontractors'* WorkSafeBC registration number.

Add 21.2.4 Concurrently with making any application for payment under this *Contract*, the *Contractor* will provide the *Owner* with written confirmation that the *Contractor* and all *Subcontractors* are registered in good standing with WorkSafeBC and that all assessments have been paid.

Add 21.2.5 The *Contractor* may or may not have received, as part of the *Contract Documents*, a "Pre-Contract Hazard Assessment" prepared by or for the *Owner* pursuant to the *Owner's* statutory obligations under the WorkSafeBC/H&S Regulation (Section 119 of the WCA) as an "owner of a workplace". Despite the *Owner's* statutory obligations, the *Contractor* now acknowledges and agrees that the *Contractor* may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this *Contract* full responsibility for carrying out the *Owner's* obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable *Owner* staff and departments in order to ascertain what, if any, information is known or has been recorded by *Owner* staff about the *Site* that is necessary to identify and eliminate or control hazards to the health or safety of persons at the *Site*. The *Owner* now agrees to make all reasonable efforts to assist the *Contractor* in obtaining timely access to *Owner* staff and *Owner* records for this purpose. The *Contractor* will immediately start conducting such due diligence inquiries and must complete and deliver written confirmation of the

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

completion of such inquiries to the *Contract Administrator* prior to the *Owner* being obligated to issue the *Notice to Proceed*.

Add 21.2.6

The *Contractor* will indemnify the *Owner* and hold harmless the *Owner* from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

- (1) unpaid WorkSafeBC assessments of the *Contractor* or any other employer for whom the *Contractor* is responsible under this *Contract*;
- (2) the acts or omissions of any person engaged directly or indirectly by the *Contractor* in the performance of this *Contract*, or for whom the *Contractor* is liable pursuant to the *Contractor's* obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC/H&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or

any breach of the *Contractor's* obligations under this GC4.2.

22.1 Contractor to Indemnify

Delete 22.1 and replace with

The *Contractor* releases the *Owner*, its officers, officials, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the *Contractor*, its *Subcontractors*, and their respective officers, employees and agents, or suffered or experienced by any other entity or person in connection with the performance of the *Work*.

Despite the provision of insurance coverage by the *Owner*, the *Contractor* hereby agrees to indemnify and save harmless the *Owner*, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the *Owner* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the *Contract*, that arise out of the acts of the *Contractor*, its *Subcontractors*, or their respective officers, employees or agents under the *Contract*.

This indemnity will not affect or prejudice the *Owner* from exercising any other rights that may be available to it at law or in equity.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

			<p>The release and indemnity set out in this GC will survive the expiry or sooner termination of the <i>Contract</i>.</p>
22.2	Owner to Indemnify	Delete 22.2.2 and replace with	<p>If the <i>Owner</i> performs work at the <i>Place of the Work</i> at the same time as the <i>Contractor</i> is performing the <i>Work</i>, then the <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i>, and the <i>Contractor's</i> agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the negligent acts or omissions of the <i>Owner</i>, the <i>Owner's</i> agents, or employees in the performance of that work.</p>
22.4	Patent Infringement	Add 22.4	<p><i>Contractor</i> hereby agrees to indemnify and save harmless the <i>Owner</i>, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the <i>Owner</i> may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the <i>Contract</i>, that arise out of any actual or alleged infringement of any <i>Intellectual Property Rights</i> caused by the performance of the <i>Work</i> or the use of any process, work, material, matter, thing or method used or supplied by the <i>Contractor</i> or any <i>Subcontractor</i> in the performance of the <i>Work</i>.</p>
24.0	INSURANCE		
24.1	Required Insurance	Delete 24.1.1 to 24.1.6 and replace with	<ol style="list-style-type: none">(1) The <i>Contractor</i> shall obtain and maintain throughout the term of the <i>Contract</i> and the prosecution of the <i>Work</i>, all of the insurance policies described in Schedule 9 of the <i>Contract Documents</i>.(2) All insurance coverage described in Schedule 9 of the <i>Contract Documents</i> shall be issued by an insurance carrier or agent acceptable to the <i>Owner</i> and licensed to conduct business in the Province of British Columbia.(3) Upon request of the <i>City Engineer</i> or the <i>Owner</i>, the <i>Contractor</i> shall be required to deliver a Certificate of Insurance, and where required by the <i>Owner's</i> Director of Risk Management, certified copies of all policies and endorsements, evidencing the placement and endorsement of insurance in accordance with this GC 24.(4) Contractors and their <i>Subcontractors</i> shall be required to furnish evidence of the renewal of policies described in this GC by renewal certificate, endorsement or certified copy to be received by the <i>Owner</i> at least 15 calendar days prior to the expiry date of the policy.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- (5) If the *Contractor* fails to obtain and maintain insurance as required hereunder, or if the *Owner* does not approve any insurance policy or policies submitted to the *Owner* and the *Contractor* thereafter does not meet the requirements of the *Owner* as to terms and conditions of the insurance policy, the *Owner* shall have the right to place and maintain such insurance in the name of the *Contractor*. The cost thereof shall be payable by the *Contractor* to the *Owner* on demand, and the *Owner* may deduct the cost thereof from any monies which are due or may become due to the *Contractor*. If coverage should lapse, all *Work* by the *Contractor* shall be stopped until satisfactory evidence of renewal is produced.
- (6) Each policy described in Schedule 9 of the *Contract Documents* shall be required to be endorsed to provide the following notice for policy changes and cancellations to the *Owner*: “It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the insurer giving at least 30 calendar days’ prior written notice by registered mail to the City of Vancouver.”
- (7) In addition to the requirements of Schedule 9 of the *Contract Documents*, each *Contractor* and each of its *Subcontractors* shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

All deductibles shall be for the account of and be paid by the *Contractor* upon demand by the *Owner*. The *Owner* shall have the right to deduct amounts for which the *Contractor* is responsible under this GC 24 from any monies which are due or may become due to the *Contractor*.

25.0 MAINTENANCE PERIOD

25.1 Correction of Defects	Delete 25.1.1 and replace with	The <i>Contractor</i> shall, at the <i>Contractor’s</i> own expense, promptly correct defects or deficiencies in the <i>Work</i> that appear prior to and during the period of two years from the date of the <i>Certificate of Substantial Performance</i> , or such longer periods as may be specified in the <i>Contract Documents</i> for certain products or <i>Work</i> (the “ <i>Maintenance Period</i> ”), including damage caused by backfill deficiency.
	Add 25.1.4	Whether the <i>Contractor</i> should replace defective products or <i>Work</i> , or repair the same, shall be determined by the <i>Contract Administrator</i> . Should the <i>Contractor</i> fail to make good defects within 3

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

Days after being notified by the *Owner* to do so, the *Owner* at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the *Owner* as provided in GC 18.11, provided that the *Owner* shall first deduct such amounts from the *Maintenance Security Holdback*. If the *Owner* assesses the defects to be dangerous or determines that an emergency situation exists, the *Owner*, at the *Owner's* discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the *Owner* as provided in 18.11 - Money Due to *Owner*; provided that the *Owner* shall first deduct such amounts from the *Maintenance Security Holdback*.

The decision of the *Owner* shall be final as to the necessity of repairs or of any *Work* done or required to be done under the provisions of the *Contract* and for the amounts expended thereunder. If in the opinion of the *Contract Administrator*, it is in the *Owner's* best interests (taking into account effects on the *Owner's* overall schedule, the difference in value between the *Work* as performed and that called for by the *Contract Documents*, and other relevant factors) not to correct defective *Work* or *Work* not provided in the *Contract Documents*, the *Contract Administrator* will assess the amount which should be deducted from the amount otherwise due to the *Contractor* and will assess the length of time by which the obligations should be extended in order to put the *Owner* in as close a position financially and in terms of the useful life of the *Work* as would have been the case had the *Contractor* performed the *Work* as called for by the *Contract Documents*. For further certainty, the *Contract Administrator* may extend the *Warranty Period* in appropriate circumstances to a minimum of twice the *Warranty Period* originally provided for under the *Contract Documents*, subject always to the above parameters.

END OF Supplementary General Conditions

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 2 - SPECIFICATIONS AND DRAWINGS

SCHEDULE 2
SPECIFICATIONS AND DRAWINGS

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 3 - SCHEDULE OF QUANTITIES AND PRICES

SCHEDULE 3
SCHEDULE OF QUANTITIES AND PRICES

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 4 - SUBCONTRACTORS AND SUPPLIES

SCHEDULE 4
SUBCONTRACTORS AND SUPPLIES

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 5 - CONSTRUCTION SCHEDULE

SCHEDULE 5
CONSTRUCTION SCHEDULE

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 6 - PERFORMANCE AND LABOUR AND MATERIALS PAYMENT BONDS

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIALS PAYMENT BONDS

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 7 - INSURANCE CERTIFICATES

SCHEDULE 7
INSURANCE CERTIFICATES

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 8 - FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

SCHEDULE 8
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

(TO BE COMPLETED IF AWARDED THE CONTRACT)

**SCHEDULE 9
INSURANCE REQUIREMENTS**

1. All Risk Course of Construction Insurance

(a) Coverage

"All Risks" of physical loss or damage.

(b) Property Insured

(i) At Site

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the insured or of others for which the insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

(ii) Transit

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(iii) Off-Site

Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(c) Insureds

The Owner, the Contractor, and their respective officials, officers, employees and agents.

(d) Term

During the period of the construction operations and also during any period in which the property insured is being prepared for use and while partially used or occupied; provided all coverage shall cease when the Work has been formally accepted as complete by the Owner, whichever shall first occur.

(e) ***Limit and Deductibles at Site***

- (i) Limit of *Liability*: Full replacement value of the Work
- (ii) Deductible not to exceed \$5,000.

2. **“Wrap Up Liability Insurance”**

(a) ***Insureds***

The Owner, the Engineer, the Contractor, and all Subcontractors, and their respective officials, officers, employees and agents.

(b) ***Limits***

Bodily injury liability and property damage liability including aggregate products and completed operations: \$10,000,000 for each occurrence.

(c) ***Extensions of Coverage***

- (i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;
- (ii) Owner’s and contractor’s protective liability;
- (iii) Blanket contractual liability;
- (iv) Contingent employer’s liability;
- (v) Personal injury liability;
- (vi) non-owned automobile liability;
- (vii) Cross liability or severability of interest clause;
- (viii) Employees as additional insureds;
- (ix) Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities;
- (x) Loading and unloading of automobiles;
- (xi) Hoist liability;
- (xii) Unlicensed and specially licensed vehicles;
- (xiii) Operation of attached machinery;
- (xiv) Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants.

(d) ***Deductibles***

Deductible not to exceed \$5,000.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 9 - INSURANCE

(e) ***Cross Liability***

The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

(f) ***Term***

Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

(g) ***Waiver of Subrogation***

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive the any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

3. **Automobile Insurance**

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit: \$5,000,000.

4. **Contractor's Equipment Insurance**

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

5. **Contractor's Pollution Liability Insurance**

The Contractor will obtain or cause its Subcontractors to obtain contractor's pollution liability insurance including "Non Owned Disposal Sites" ("NODS") coverage for a limit not less than \$2,000,000.00 per occurrence with a deductible not greater than \$50,000.00 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor as a named insured.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 9 - INSURANCE

6. **Professional Liability Insurance**

The Contractor's sub-contracting erection engineer will be required to obtain and carry a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per occurrence (and aggregate coverage of not less than \$5,000,000) and a deductible of not more than \$50,000, protecting the sub-contracting engineer against all claims for loss or damage arising out of any wrongful act or error or omission of the erection engineer or its personnel in the performance of the Work.

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 10 - CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

SCHEDULE 10
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

SEE ATTACHED.

SCHEDULE 10
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

Contract Title Contractor for Remediation of the Southlands Tide Gates

PROJECT MANAGER (City employee) Tiffany Kang

Contract NAME & # (IF KNOWN) PS20220112 - Contractor for Remediation of the Southlands Tide Gates

Purpose

This document shall be completed by the project manager, who shall list all the **known** worksite hazards and all the **existing** work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

Definitions

Project Manager - the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

Instructions for Completion

The document must be completed in full. Choices for each entry are:

Y - Yes - the known worksite hazard or existing work process hazard does exist

N - No - the known worksite hazard or existing work process hazard does not exist*

NA - Not Applicable - worksite hazard or existing work process is not applicable for this contract type

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

*based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

Assistance in Completing this Document

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

HAZARD OR ISSUE	Project Manager
1. Asbestos-containing Materials - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	N
b) A hazardous materials assessment for asbestos is provided in the tender package	N
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	N

2. Lead-containing Materials - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	N
b) A hazardous materials assessment for lead is provided in the tender package	N
c) A hazardous materials assessment for lead is the responsibility of the contractor	N

3. Other hazardous materials - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	N
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	N
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	N

4. CONFINED SPACES - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.	Yes (Y) No (N) or Not Applicable (NA)
---	---------------------------------------

a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	Y
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	NA
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	NA

5. Lock Out - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	N
b) Work will be performed on or near energized equipment, lines, or circuits	N

If yes to a) or b) describe:

6. Fall Protection - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y
b) Scaffolding or ladders will be required to be secured to a building or structure	Y

7. Overhead and Underground Utilities - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	N
b) Necessary assurances (in writing) have (or will be) obtained by the City, through the	NA

utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	
c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	NA
d) Underground or hidden utilities are located on the job site. Any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	NA

If yes to c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	NA
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	NA

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	Y
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y

If yes to a), list the work processes and/or chemicals in use:

Sealant, epoxies and grout (i.e. Sikadur-53 CA, Sikadur-32, Sika Anchorfix-2020, Hilti Hit-RE 500 Epoxy Anchors, HIT-RE 500 V3, Five Star Special Grout) used in the installation of the tide gate may pose hazards to individuals exposed.

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dbA	N

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
a) Mechanical Hazard - see attached Confined Space Identification and Hazard Assessment report
b) Engulfment - see attached Confined Space Identification and Hazard Assessment report
c) Slip/Trip - see attached Confined Space Identification and Hazard Assessment report
d) Biohazards - see attached Confined Space Identification and Hazard Assessment report
e) Personal Confinement - see attached Confined Space Identification and Hazard Assessment report
f) Working Near or Over Water - Dunbar Tide Gate is located on the Fraser River and is always partially submerged

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Tiffany Kang	
Project Manager Signature: 	Date: February 2, 2021
Title: Civil Engineer I (EIT)	Phone: 604-829-9551

SCHEDULE 11

CONTRACTOR PRECONTRACT HAZARD ASSESSMENTS

(TO BE COMPLETED IF AWARDED THE CONTRACT)

INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)

SCHEDULE 11
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement - ONLY APPLIES TO SUCCESSFUL BIDDER]

CONTRACT TITLE _____

PROJECT MANAGER (CITY EMPLOYEE) _____

CONTRACTOR REPRESENTATIVE _____

CONTRACT NAME & # _____

Purpose

This document shall be completed by the contractor awarded the contract, who shall identify all the **known and potential work process hazards** associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Contractors Pre-Work Hazard Identification (CHI) document to the Project Manager (City employee) for review and consultation before the contract work begins.

Reference Material

In order to complete this document, the contractor should reference a completed copy of the **List of Known Workplace Hazards**, initially provided with the tender package. The contractor is also responsible to reference any **Hazardous Materials Assessments**, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

Instructions for Completion

The document must be completed in full. Choices for each entry are:

Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor

N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

NA - Not Applicable - the work process or worksite hazard is not applicable for this contract

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where this hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create this hazard or issue.

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

Documentation and Training Requirements

During the contract term, the contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a **(D)** in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a **(T)**, the contractor is responsible to train their employees.

HAZARDOUS MATERIALS

The contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

HAZARD OR ISSUE	Contractor Confirmation
1. ASBESTOS-CONTAINING MATERIALS - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
c) We have a written Asbestos Program (D)	Y N NA
d) As Prime Contractor, we will submit a Notice of Project Asbestos(NOP-A) to WorksafeBC at least 24 hours in advance of the project startup	Y N NA

2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

c) We have a written exposure control program for Lead (D)	Y N NA
---	--------

3. OTHER HAZARDOUS MATERIALS - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD
b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD
c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

4. CONFINED SPACES - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
b) We have a written confined space entry program (D)	Y N NA
c) Our employees have received confined space training (T)	Y N NA
d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y N NA
e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y N NA
f) We shall identify and record isolation points (D)	Y N NA
g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y N NA
h) We will provide for the services of rescue persons	Y N NA

If yes to g), provide brief description:

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

5. LOCK OUT - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N NA
b) We will perform work on, or near, energized equipment, lines or circuits	Y N NA

Note: If yes to a) or b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.

If yes to a) or b) describe:

6A. FALL PROTECTION - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y N NA
b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)	Y N NA
c) Our employees who will be required to use fall protection have received training (T)	Y N NA

If yes to a), describe:

6B. SCAFFOLDING AND LADDERS - window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will use scaffolding or ladders for access to the work	Y N NA
b) The scaffolding or ladders will be exposed to wet and/or slippery conditions	Y N NA
c) We will ensure scaffolding or ladders are secured before accessing the worksite	Y N NA
d) Scaffolding will be erected and dismantled only by qualified workers	Y N NA

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

7. OVERHEAD POWER LINES AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There are electrical hazards associated with overhead power lines such as limits of approach and contact	Y N NA
b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y N NA
c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y N NA
d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y N NA

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 24 hours in advance of the project startup date	Y N NA
b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y N NA
c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y N NA
d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y N NA
e) We will provide safe means of entry and exit for excavations	Y N NA
f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y N NA
g) We will develop a demolition/salvage plan (D)	Y N NA
h) We will evaluate the demolition materials for reuse or recycling	Y N NA
i) We will protect passers-by from potential hazards	Y N NA

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND DUSTS - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y N NA

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

10. NOISE AND VIBRATION - includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to noise levels above 85dbA	Y N NA
b) We have a written hearing conservation program (D)	Y N NA
c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y N NA

11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM	Yes (Y) No (N) or Not Applicable (NA)
a) We have a written Safety Program (D)	Y N NA
b) We will make regular inspections of all workplaces	Y N NA
c) We will immediately investigate any reported unsafe conditions and correct as required	Y N NA
d) We will investigate all incidents and provide written incident reports to the Project Manager	Y N NA
e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y N NA

12. FIRST AID	Yes (Y) No (N) or Not Applicable (NA)
a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y N NA
b) We will complete a first aid assessment (D)	Y N NA
c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y N NA
d) We will develop an effective means of communication between the first aid attendant and the work areas	Y N NA

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

13. FIRE PROTECTION - solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services	Yes (Y) No (N) or Not Applicable (NA)
a) We will weld, solder, or cut with a torch	Y N NA
b) We will use or store flammable/combustible liquids	Y N NA
c) We will use temporary heating devices	Y N NA
d) We will provide water and/or fire extinguishers on the job site	Y N NA

14. PERSONAL PROTECTIVE EQUIPMENT (PPE)	Yes (Y) No (N) or Not Applicable (NA)
a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y N NA
b) We have a written PPE program (D)	Y N NA

15. RESPIRATORY PROTECTION	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection	Y N NA
b) We have a written respiratory protection program (D)	Y N NA

16. TOOLS MACHINERY AND EQUIPMENT	Yes (Y) No (N) or Not Applicable (NA)
a) We will use powder-actuated tools.	Y N NA
b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y N NA

If yes to a), describe:

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.	Yes (Y) No (N) or Not Applicable (NA)
a) We will use a crane, forklift, manlift or other lifting equipment	Y N NA
b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y N NA
c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y N NA
d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y N NA

18. RIGGING	Yes (Y) No (N) or Not Applicable (NA)
a) We will lift or sling loads overhead	Y N NA
b) We will inspect ropes, hooks and slings before use on each shift	Y N NA

19. MOTOR VEHICLES AND HEAVY EQUIPMENT - goods delivery, personnel transportation services, trailer relocation services, oil/water pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
a) We will use motor vehicles or heavy equipment at the work location	Y N NA
b) All operators have a valid provincial driver's license	Y N NA
c) We will inspect vehicles, including safety features (e.g., ROPS)	Y N NA

20. TRAFFIC CONTROL	Yes (Y) No (N) or Not Applicable (NA)
a) There will be uncontrolled movement of vehicular traffic at the worksite	Y N NA
b) We will develop a written traffic control plan (D)	Y N NA
c) We will put in place any required traffic control devices	Y N NA
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) " <i>Traffic Control Manual for Work on Roadways</i> "	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

**INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 11 (FORM OF AGREEMENT)**

21. CRYSTALLINE SILICA DUST	Yes (Y) No (N) or Not Applicable (NA)
a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y N NA

22. Additional Concerns	Yes (Y) No (N) or Not Applicable (NA)
We foresee additional health and safety concerns associated with the work	Y N NA

If yes, describe:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

Describe the control measures each of the concerns listed above:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY
Contractor's Representative Name (print):

**INVITATION TO TENDER NO. PS20220112
CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
SCHEDULE 11 (FORM OF AGREEMENT)**

Contractor's Representative Signature:	Date:
Title:	Phone:

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY	
Name (print):	
Title:	Phone:

SUMMARY OF DOCUMENTATION (D) TO BE PROVIDED BY THE CONTRACTOR upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	
f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	

**INVITATION TO TENDER NO. PS20220112
 CONTRACTOR FOR THE REMEDIATION OF THE SOUTHLANDS TIDE GATES
 SCHEDULE 11 (FORM OF AGREEMENT)**

o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorksafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	