REQUEST FOR PROPOSALS

CONSTRUCTION MANAGER FOR

GASTOWN CHILD CARE FACILITIES

RFP No. PS20162061

Issue Date: March 15, 2017

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

TABLE OF CONTENTS

PART A – INFORMATION AND INSTRUCTIONS **Pages A-1 to A-7**
1.0 The RFP
2.0 Key Dates
3.0 Contact Person
4.0 Submission of Proposals
5.0 Changes to the RFP and Further Information
6.0 Proposed Term of Engagement
7.0 Pricing
8.0 Evaluation of Proposals
9.0 City Policies
10.0 Certain Applicable Legislation
11.0 Legal Terms and Conditions
APPENDIX 1 Information Meeting and Instructions

PART B – CITY REQUIREMENTS **Pages B-1 to B-5**
1.0 Requirements

PART C – FORM OF PROPOSAL **Page C-1 to C-14**
APPENDIX 1 Legal Terms and Conditions
APPENDIX 2 Technical Proposal
APPENDIX 3 Commercial Proposal
APPENDIX 4 Undertaking of Insurance
APPENDIX 5 Personal Information Consent Form(s)
APPENDIX 6 Proposed Amendments to Form of Agreement
APPENDIX 7 Proof of WorkSafeBC Registration

PART D – FORM OF AGREEMENT **Pages D-1 to D-87**

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.1 This Request for Proposals (the **"RFP"**) provides an opportunity to submit proposals for review by the City and, depending on the City's evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract or contract(s). **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**

1.2 The RFP concerns the City's interest in procuring a pre-qualified Proponent to perform the role of Construction Manager for the construction of one or two child care facilities to be constructed as vertical additions to the City-owned Gastown parkades at 150 Water Street and 151 West Cordova Street. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (**"Proposals"**) respecting innovative or novel approaches to the City's objectives and requirements.

1.3 Only the following entities, which responded to the City's Request for Pre-Qualification No. PS20161816 are qualified to participate in the RFP:

(a) Graham Construction and Engineering LP

(b) Heatherbrae Builders Co. Ltd.

(c) Ledcor Construction Limited

(d) Scott Construction Management Ltd.

(e) Urban One Builders

1.4 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a **"Proponent"**) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an **"Agreement"**). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.5 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.

1.6 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE FORM OF PROPOSAL.**

1.7 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.8 The RFP consists of four parts, plus appendices:

(a) PART A – INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b) PART B – CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c) PART C – FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

(d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "**Form of Agreement**"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	4:00 p.m. on March 29, 2017
Mandatory Information Meeting	1:00 p.m. on March 30, 2017
Deadline for Enquiries	4:00 p.m. on April 13, 2017
Closing Time	3:00 p.m. on April 20, 2017

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Donabella Bersabal
Email: donabella.bersabal@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "**Closing Time**").

4.2 Each Proponent should submit **one (1) digital copy** of the exact same Proposal to be placed in a USB thumb drive or CD and **four (4) hard copies** of its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Construction Manager for Gastown Child Care Facilities; PS20162061 to the following address:

City of Vancouver
4th floor, Supply Chain Management
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4

Proposals should not be bound in three-ring binders or stapled. Use bull clips and standard paper for easy scanning if necessary.

4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the "**Form of Proposal**"), completed and duly executed by the relevant Proponent.

4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.5 Proposals must not be submitted by fax or email.

4.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

4.7 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.

4.8 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.9 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.10 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

5.4 A **mandatory information meeting** (the **"Information Meeting"**) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Meet at the parkade rooftop at 150 Water Street and 151 West Cordova Street in Gastown, Vancouver

5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by fax to 604-873-7057, or by e-mail to donabella.bersabal@vancouver.ca, on or before the time and date specified in Section 2.1 above.

5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of each Agreement is variable and will extend until the services, including as applicable the post-construction services, are complete. The City anticipates the total of the two engagements to last approximately 3 years.

7.0 PRICING

7.1 All prices quoted in any Proposal must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 ("**PST**"), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 ("**GST**") or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Proposal.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) Proponents' sustainability leadership, and (iv) Proponents' innovation in the delivery of services. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Proposed Team/Experience (including Subcontractors)	25%
Work Plan/Innovation	20%
Financial (based on Commercial Proposal)	50%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

9.1 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 and the community through product and service selection and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is

expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

10.0 CERTAIN APPLICABLE LEGISLATION

10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

11.1 **The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.**

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

APPENDIX 1 TO PART A

FINANCE, RISK AND SUPPLY CHAIN MANAGEMENT
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20162061 CONSTRUCTION MANAGER FOR GASTOWN CHILD CARE FACILITIES

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 RFP:

Donabella Bersabal
City of Vancouver
Email: donabella.bersabal@vancouver.ca

Proponent's Name: _____

Address: _____

_____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20162061, Construction Manager for Gastown Child Care Facilities.

_____
Signature

_____
Name of Authorized Signatory

_____
E-mail Address

_____
Date

PART B – CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the "**Requirements**") are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

The City of Vancouver (the "City") is inviting interested groups or teams to submit proposals to this Request for Proposals ("RFP") to perform the role of construction manager for the one or two child care facilities to be constructed as vertical additions to the City-owned Gastown parkades at 150 Water Street and 151 West Cordova Street.

1.0 OBJECTIVES

The project seeks to create one or two child care facilities at the rooftop levels of two City-owned parkades while maintaining continued parkade operations on the lower levels. The parkades are located at 150 Water Street and 151 West Cordova Street in Gastown. The project will add a total of either 37 or 74 spaces in one or two very similar facilities, 430 m2 each, to be maintained by the City. Phasing of the two projects may be required, or they may be developed in tandem. The facilities are to be designed to achieve both LEED Gold Certification and Passive House Standard Certification. At the end of Schematic Design stage feasibility of the project(s) will be confirmed and one or both facilities will proceed to detailed design and construction phases.

2.0 SCOPE OF WORK

The successful Proponent will work with the Architect, in this case **Acton Ostry Architects Inc**., and the Architect's sub-consultants, as well as with an independent Quantity Surveyor, to provide pre-construction management services, including a review of construction drawings and specifications as they relate to constructability and the construction budget and to prepare cost estimates for the construction of the Project. The successful Proponent will also be required to procure bids from trade contractors and, if a stipulated sum contract is agreed to by the City and the successful Proponent as Construction Manager, to act as the General Contractor under such stipulated price construction contract.

The pre-construction services portion of the construction management engagement will commence in **April 2017** and subsequently we expect it to evolve into a Stipulated Price Contract based on the pre-established General Expenses and Fee pricing per Appendix 3 – Commercial Proposal and subsequent trade package tenders.

2.1 Pre-Construction Design Stage Services

This phase will involve the following tasks:

- Work with the Design Team to provide input regarding construction systems and methods starting in the Schematic Design phase;
- Provide order of magnitude costs for different design approaches and construction systems;
- Working with the Design Team:
    - suggest and review options for degrees of prefabrication;
    - suggest and review options for the achievement of LEED Gold and Passive House Standard Certification, from the Contractor's perspective;
    - suggest and review building systems and assemblies;

- highlight construction challenges and limitations for the Design Team and work collaboratively to seek solutions;

- provide advice on possible improvements, selection of materials, assembly systems, and equipment; and

- provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, factors related to alternative designs, and possible economies;

- Prepare Schematic Design, Design Development, and Pre-Tender (Class C,, Class B, and Class A) Construction Cost Estimates, each in parallel with the City's Quantity Surveyor;

- Review of construction drawings and specifications as they relate to constructability and the construction budget;

- Prepare in consultation with the Architect's team and the Owner construction schedule(s), including schedules for alternative delivery or construction methods where applicable. Such construction schedule(s) should take into consideration construction tender process, on-site activities and all site constraints.

- Perform all other services reasonably ancillary to the above as considered appropriate by the Architect's team and the City to improve the construction budget, scheduling and timing aspects of the Construction Stage of the Project; and

- Perform all the "Requirements" during the Pre-Construction Stage, as that term is defined in the RFP, as supplemented by the Construction Manager's Proposal.

2.2 Pre-Construction Tendering Stage Services

The Construction Manager is to provide pre-construction tendering stage services under the Pre-Construction Management Services Agreement, including the following:

- Recommend pre-ordering of critical materials where necessitated by time constraint factors. Schedule and coordinate the pre-order of specialized equipment which may be ordered by the City for incorporation into the job;

- Plan in detail the nature and extent of all necessary construction facilities and access requirements and services for the Project in order to avoid duplication of costs;

- Plan to provide in a way best suited to the needs of the Project and compatible with logical planning, economy and the avoidance of duplication, all of the construction facilities and services common to the requirements of more than one trade contractor, both temporary and permanent, as pre-planned and called for in the above item. Ensure that any trade bidders are informed of the facilities and services being provided;

- Pre-qualify contractors for each trade and prepare a list of recommended bidders;

- Prepare, based on the Architect's team's working drawings and specifications, bid documents for the purpose of calling tenders for various trade contracts. Set up, co-ordinate and tender the individual trade packages for all construction activities, wherein the trade package Construction Manager will:

- define the physical scope of work for each package, with an "Instructions to Bidders and Tender Form" for each trade, in a format acceptable to and be pre-approved by the City,
- call trade package tenders to close at the Construction Manager's office and at the Construction Manager's expense,
- open trade package tenders in private with the City or its designated agents,
- coordinate the participation of the City, or its designated agents, in the trade tendering process, providing input to the tender package calls, attendance at tender openings, review of tenders, budget comparisons and contracting of the trades,
- receive and analyse the trade package tenders and summarize the results in written reports with budget review and comparison and Construction Manager's and Architect's team's comments,
- suggest and implement alternates and amendments as may be necessary to have all trades remain within budget, on schedule and to meet all other project criteria,

- Implement and maintain the policy that, in general, all work on the Project is required to be tendered competitively. (Upon prior notification, the Construction Manager may elect to bid specific trades or portions of trades tendered, and in such cases, specific protocols will be established for advance submission of bids);
- Recommend any appropriate adjustments to the Construction budget, including adjustments indicated by changes in general market conditions, and to the Construction Schedule;
- Receive and analyze tenders and make recommendations for trade contract awards; and
- Prepare the contract documents for all successful trade contractors and ensure that all applicable legal requirements are complied with in accordance with the terms of the Construction Agreement. Ensure that all bonds are provided where required and inspect all insurance policies and workers compensation clearances.

2.3 Construction Stage Services

If a Construction Contract is successfully concluded between the City and the Construction Manager (as further set out in the Pre-Construction Management Services Agreement), then the Construction Manager will thereafter act as the general contractor to complete the Project on a stipulated price basis as set out in a modified CCDC2 to be entered into with the City, pursuant to which Construction Contract the Construction Manager/General Contractor will be solely and fully responsible for the industry standard services as set forth therein.

2.4 Post-Construction Stage

If a Construction Contract is successfully concluded between the City and the Construction Manager, the Construction Manager's post-construction stage services will be the industry standard services as set forth in the Construction Contract.

3.0 PRE-CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

The Pre-Construction Management Services Agreement will set out the fixed fee for the pre-construction management services.

If at the end of the pre-construction management services stage, both parties agree to proceed, the Pre-Construction Management Services Agreement will end and be replaced with a Construction Contract satisfactory to both parties for the construction of the Project for the agreed upon stipulated sum. The City's estimated Construction Budget is $3.6M to $4.0M, as set out in Section 6.0 of this Part B.

4.0 PROJECT SCHEDULE

Pre-construction services commencement	May 2017
Completion of contract documents	September – February 2018
Tendering of sub-trades	April 2018
Construction Start	June – March 2019
Project Completion including post-construction services	April 2020

Proponents are requested to review the Project schedule and in their Proposals discuss their proposed approach to achieving all milestones on time.

Proponents are requested to provide a more detailed schedule which reflects their scheduling strategies including a breakdown of the sub-tasks necessary to complete each of the deliverables described in Schedule A and a detailed plan of approach and description of the services proposed.

The working schedule should include outlining of milestone dates for completion of each sub-task and each deliverable as described above as well as all dates of meetings, workshops and consultations described in this RFP or referred to in the Proponent's Proposal.

5.0 CITY-PROVIDED DOCUMENTS AND DRAWINGS

All these documents can be downloaded from the FTP site with details as follows:

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

The user ID is: PS20162061DL@coveftp01

The password is: eftVWHcW (The password is case sensitive.)

1. Feasibility Report by RJC Consulting Engineers, including GHL Consultants review.
2. Existing as built drawings for the Parkades
3. Architect team's preliminary Schematic Design package
4. Owner's List of Known Workplace Hazards

6.0 PROJECT BUDGET

The preliminary construction budget for the project is $3.8M per facility ("Construction Budget"). Funding for related site development is included in the Construction Budget, but funding for the City's related soft costs is not. Such soft costs include:

- Consulting fees and disbursements;
- Legal fees and disbursements;
- Administrative costs;
- Regulatory fees, levies and charges and

The final Construction Budget will be established at the completion of 90% working drawings. The successful Proponent will be expected to assist and advise the Architect's team on phasing, constructability, cost control and the other aspects of the Project identified in this RFP.

PART C – FORM OF PROPOSAL

RFP No. PS20162061 Construction Manager for Gastown Child Care Facilities (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

_____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ **Fax:** _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1 Legal Terms and Conditions of RFP

APPENDIX 2 Technical Proposal

APPENDIX 3 Commercial Proposal

APPENDIX 4 Undertaking of Insurance

APPENDIX 5 Personal Information Consent Form(s)

APPENDIX 6 Proposed Amendments to Form of Agreement

APPENDIX 7 Proof of WorkSafeBC Registration

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

(a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

(b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.

(c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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).

(d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g) "RFP" means the document issued by the City as Request for Proposals No. PS20162061, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 **Indemnity by the Proponent**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

(a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.

6.3 **Limitation of City Liability**

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) 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 of Legal Services;

(b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent'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: (i) an official or employee of the City; or (ii) 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 Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

(b) The Proponent 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 RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 **Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent 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 RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 **Declaration as to No Collusion**

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 **Declaration as to Lobbying**

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent 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 Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

APPENDIX 2
TECHNICAL PROPOSAL

Complete this Appendix 2 – Technical Proposal in the form set out below. You may add separate pages if necessary.

Proposed Team/Experience

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Project Team/Experience"), identify and provide professional biographical information for the members of the project team that would perform the Proponent's work, including those of the primary sub-contractors that would perform the Proponent's Pre-Construction Services work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional Appendix a complete organization chart, as it relates to this project, identifying all roles and areas of responsibility and resumes of proposed personnel. Note: This is a repeat of the requirement in the pre-qualification stage but because of the timing, the City requests that you confirm the key personnel and sub-contractors that will be involved in the project.

Work Plan and Construction Schedule

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work and include a Gantt Chart for the Pre-Construction Services and Construction Schedule (to the extent it can be estimated at this stage).

Innovation/Alternative Solutions

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Innovative/Alternative Solutions"), note any proposed innovative approaches to meeting the City's requirements. If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

APPENDIX 3
COMMERCIAL PROPOSAL

Proponent shall provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

The digital copy of this Appendix 3 – Commercial Proposal should be submitted as a spreadsheet. In the hardcopy of the Proposal, please ensure 1 copy of the Appendix 3 – Commercial Proposal is provided in a separate sealed envelope.

Please use the pricing table in Excel format incorporated by reference in this RFP.

1.0 FIXED FEES

1.1 Pre-Construction Services

Proponents are to provide a fixed all-inclusive fee for providing all of the pre-construction phase services outlined in Part B – City's Requirements and further detailed in the Pre-Construction Management Services Agreement. Fee is to be provided for one Child Care facility and also for two Child care facilities developed in tandem.

1.2 Construction Services

Proponents are to also provide (in the "General Expenses + Fee Proposal" form attached in this Appendix as an Excel spreadsheet) a fixed all-inclusive fee for providing all of the construction and post-construction phase services outlined in Part B – City's Requirements, and further detailed in the Construction Contract (based on the Construction Budget set out in this RFP). Fee is to be provided for one Child Care facility and also for two Child care facilities developed in tandem.

The above pricing is to be based on competitively procured prices from at least three reputable sub-contractors for each sub-trade for all sub-contractors' work with no hidden fees, contingencies or add-ons included in such sub-contractor bids.

2.0 ALTERNATIVE PRICING SOLUTIONS

Proponents may offer alternative pricing options. However, these should be offered in addition to, and not in lieu of, the pricing requested in Section 1 above.

APPENDIX 4
UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20162061 CONSTRUCTION MANAGER FOR GASTOWN CHILD CARE FACILITIES

Dear Sirs:

We, the undersigned have completed, signed and submitted the "Certificate of Existing Insurance" in our response to the Request for Pre-Qualification PS20161816. We now also do hereby undertake and agree that if _____ (the "**Proponent**") is selected, we will insure the Proponent in accordance with the requirements of the Agreement, the form of which is included in and will form part of the Agreement.

Dated at _____, British Columbia, this _____day of _____2017.

By: _____

Title: _____

Full Corporate Name of Insurer:

_____

APPENDIX 5
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 5 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20162061

Title: Construction Manager for Gastown Child Care Facilities

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

)
)
_____) _____
Signature) Date

APPENDIX 6
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 7 – Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 7
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 7 to this Form of Proposal proof of valid WorkSafeBC registration.

PART D
FORM OF AGREEMENT

See attached.

PRE-CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This Pre-Construction Management Services Agreement is made and entered into as of the ___ day of _____, 2017,

BETWEEN

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

(hereinafter called the "**Owner**")

AND

[_____].
name

[_____]
address

(hereinafter called the "**Construction Manager**")

IN CONSIDERATION of the covenants and agreements set forth herein, and other good and valuable consideration (the receipt and sufficiency of which each party hereto hereby acknowledges), the parties agrees as follows:

ARTICLE A-1 INTERPRETATION

A-1.1 In this pre-construction management services agreement, the following terms will have the following meanings:

(a) "**Agreement**" means collectively this pre-construction management services agreement, the RFP, the Proposal and all attachments to each thereof, all as amended from time to time in accordance with their respective terms;

(b) "**Architect**" means the firm of _____, retained by the Owner and who shall be responsible for the development of the design of the Project (the Architect's services, duties and responsibilities are separately described in an Agreement between the Owner and the Architect);

(c) "**Class A Construction Cost Estimate**" means an estimate of the Construction Cost in both elemental cost analysis format as well as trade divisional format based on completed construction drawings and specifications prepared prior to calling competitive tenders;

(d) "**Class B Construction Cost Estimate**" means an estimate of the Construction Cost in elemental cost analysis format based on design development drawings and outline specifications, which include the design of all major systems and subsystems, as well as the results of all site/installation investigations.

(e) "**Class C Construction Cost Estimate**" means an estimate of the Construction Cost in elemental cost analysis format based on a comprehensive list of requirements and

assumptions, including a full description of the preferred schematic design option, construction/design experience, and market conditions.

(f) **"Construction Contract"** means the contract anticipated to be agreed upon and signed by the Owner and Construction Manager as further described in Article A-5 and in the form attached hereto as Schedule B;

(g) **"Construction Costs"** means the estimated cost of construction, per the most recent Construction Cost Estimate, including all applicable taxes but excluding the applicable value added taxes;

(h) "Construction Documents" means the specifications and drawings for the Project prepared by the Architect and accepted by the Owner;

(i) **"Construction Stage"** means the phase of the Project starting on the date on which the Construction Contract is signed;

(j) **"Design Team"** is defined in Section A-3.1;

(k) **"Pre-Construction Fee"** is defined in Section A-6.1;

(l) **"Pre-Construction Stage"** means the phase of the Project prior to the Owner and Construction Manager agreeing upon and signing the Construction Contract;

(m) **"Project"** means the childcare facility to be design and constructed above the parkade located at _____;

(n) **"Proposal"** means the proposal dated _____, 2017 submitted by the Construction Manager in response to the RFP;

(o) **"Quantity Surveyor"** means the firm of _____, retained by the Owner as quantity surveyor for the Project;

(p) **"RFP"** means the documents issued by the City as Request for Proposals for Pre-Construction Management Services for _____, including all supplements, amendments and addenda; and

(q) **"Services"** means the services to be provided by the Construction Manager to the Owner during the Pre-Construction Stage, as set out in Articles A-3, A-4 and A-5 below.

A-1.2 The terms and conditions of the documents comprising this Agreement, including all appendices, are complementary and what is called for by one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the terms and conditions of this Agreement, such terms and conditions will take precedence and govern in the following order of priority, from highest to lowest:

(a) this Pre-Construction Management Services Agreement;

(b) the RFP; and

(c) the Proposal.

ARTICLE A-2 SERVICES AND RESPONSIBILITIES

A-2.1 The Construction Manager now agrees to provide the Services.

A-2.2 The Owner shall be responsible for the development of the design of, and production of contract documents for, the Project and has retained the Architect to carry out this task.

ARTICLE A-3 THE CONSTRUCTION MANAGEMENT TEAM

A-3.1 The Construction Manager, along with the Owner, the Architect's team, and the City's other consultants, shall form the "**DesignTeam**" which will work from the commencement of the Pre-Construction Stage through to the start of the Construction Stage.

A-3.2 The Construction Manager shall provide leadership to the Design Team on all matters relating to construction.

ARTICLE A-4 THE CONSTRUCTION MANAGER AS AGENT AND ADVISOR

A-4.1 The Construction Manager represents that it is knowledgeable and experienced in the management of the type of construction and construction management required for the Project. The Construction Manager acknowledges that it is being retained by the Owner expressly because of its knowledge and expertise in that regard.

A-4.2 The Owner appoints the Construction Manager as its agent to act in its name in accordance with the terms of this Agreement but only for the purposes of representing the Owner's interests on construction matters to the Architect and under no circumstances is the Construction Manager authorized to act as the agent for or to represent the Owner to any other third parties, including without limitation, prospective sub-trades unless and until the Construction Contract is agreed upon and signed (and then only as set out in the Construction Contract).

ARTICLE A-5 THE SCOPE OF THE SERVICES

The Services to be provided by the Construction Manager pursuant to this Agreement include those outlined below under the heading Pre-Construction Stage, as may be supplemented or amended from time to time by direction of the Owner or agreement of the parties:

A-5.1 Pre-Construction Design Stage Services

The Construction Manager will provide the following services during the Pre-Construction Stage:

- Work with the Design Team to provide input regarding construction systems and methods starting in the Schematic Design phase;
- Provide order of magnitude costs for different design approaches and construction systems;
- Working with the Design Team:
    - suggest and review options for degrees of prefabrication;
    - suggest and review options for the achievement of LEED Gold and Passive House Standard Certification, from the Contractor's perspective;
    - suggest and review building systems and assemblies;

- highlight construction challenges and limitations for the Design Team and work collaboratively to seek solutions;

- provide advice on possible improvements, selection of materials, assembly systems, and equipment; and

- provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, factors related to alternative designs, and possible economies;

- Prepare Schematic Design, Design Development, and Pre-Tender (Class C,, Class B, and Class A) Construction Cost Estimates, each in parallel with the City's Quantity Surveyor;

- Review of construction drawings and specifications as they relate to constructability and the construction budget;

- Prepare in consultation with the Architect's team and the Owner construction schedule(s), including schedules for alternative delivery or construction methods where applicable. Such construction schedule(s) should take into consideration construction tender process, on-site activities and all site constraints.

- Perform all other services reasonably ancillary to the above as considered appropriate by the Architect's team and the City to improve the construction budget, scheduling and timing aspects of the Construction Stage of the Project; and

- Perform all the "Requirements" during the Pre-Construction Stage, as that term is defined in the RFP, as supplemented by the Construction Manager's Proposal.

Upon Completion of the Schematic Design by the Architect's team, and the review of associated cost estimates, the City will direct the Design Team to proceed to subsequent phases for one or both Child Care Facilities.

A-5.2 Pre-Construction Tendering Stage Services

The Construction Manager is to provide pre-construction tendering stage services under the Pre-Construction Management Services Agreement, including the following:

- Recommend pre-ordering of critical materials where necessitated by time constraint factors. Schedule and coordinate the pre-order of specialized equipment which may be ordered by the City for incorporation into the job;

- Plan in detail the nature and extent of all necessary construction facilities and access requirements and services for the Project in order to avoid duplication of costs;

- Plan to provide in a way best suited to the needs of the Project and compatible with logical planning, economy and the avoidance of duplication, all of the construction facilities and services common to the requirements of more than one trade contractor, both temporary and permanent, as pre-planned and called for in the above item. Ensure that any trade bidders are informed of the facilities and services being provided;

- Pre-qualify contractors for each trade and prepare a list of recommended bidders;

- Prepare based on the Architect's team's working drawings and specifications bid documents for the purpose of calling tenders for various trade contracts. Set up, co-ordinate and tender the

individual trade packages for all construction activities, wherein the trade package Construction Manager will:

- define the physical scope of work for each package, with an "Instructions to Bidders and Tender Form" for each trade, in a format acceptable to and be pre-approved by the City,
- call trade package tenders to close at the Construction Manager's office and at the Construction Manager's expense,
- open trade package tenders in private with the City or its designated agents,
- coordinate the participation of the City, or its designated agents, in the trade tendering process, providing input to the tender package calls, attendance at tender openings, review of tenders, budget comparisons and contracting of the trades,
- receive and analyse the trade package tenders and summarize the results in written reports with budget review and comparison and Construction Manager's and Architect's team's comments,
- suggest and implement alternates and amendments as may be necessary to have all trades remain within budget, on schedule and to meet all other project criteria,

- Implement and maintain the policy that, in general, all work on the Project is required to be tendered competitively. (Upon prior notification, the Construction Manager may elect to bid specific trades or portions of trades tendered, and in such cases, specific protocols will be established for advance submission of bids);
- Recommend any appropriate adjustments to the Construction budget, including adjustments indicated by changes in general market conditions, and to the Construction Schedule;
- Receive and analyze tenders and make recommendations for trade contract awards; and
- Prepare the contract documents for all successful trade contractors and ensure that all applicable legal requirements are complied with in accordance with the terms of the Construction Agreement. Ensure that all bonds are provided where required and inspect all insurance policies and workers compensation clearances.

A-5.3 Construction Stage

This Agreement does not include, and the Construction Manager is not retained under this Agreement to provide, Construction Stage services. However, the Pre-Construction Stage Services are to be performed by the Construction Manager on the basis that the Owner and Construction Manager anticipate agreeing upon and then signing a Construction Contract at the conclusion of the Pre-Construction Stage in the form attached hereto as Schedule B.

The Construction Manager and Owner acknowledge their intent that the Construction Contract will reflect the following cost components, only:

- The fixed fee and pricing breakdown set out in the Construction Manager's Proposal representing the Construction Manager's General Expenses and Fee per Appendix 3 – Commercial Proposal totalling $_____ for one Child care facility or totalling $_____ for two Child care Facilities delivered in tandem; and

- The Construction Manager's sub-trade bids obtained and approved by the Owner and the Architect's team.

The stipulated lump sum price for the Construction Contract, including all amounts payable to the Construction Manager, is currently estimated to be $3.8M per Child Care facility, based on the Project information presently available.

If the Class A Construction Cost Estimate prepared by the City's Quantity Surveyor describes a construction cost higher than $3.8M per Child Care facility, the Construction Manager's General Expenses and Fee fixed fee will be adjusted upwards by a corresponding percentage in establishing the Construction Contract price.

It is the City's intent to proceed to enter into a Construction Agreement with the Construction Manager on the basis described herein, subject to subtrade tender bid results and the approval of City Council for the award. If the City notifies the Construction Manager that it intends to proceed with the construction of either one or two childcare facilities, the Construction Manager shall be obligated to enter into the Construction Agreement on the basis of the Construction Manager's General Expenses and Fee for one or two childcare facilities, as applicable, adjusted in accordance with the immediately preceding paragraph.

With respect to the Construction Stage of this Project, the Owner reserves the complete and unfettered right to cancel the Project at any time, reduce or increase the scope of the Project, modify the Project in any way and either start, stop or modify its negotiations with the Construction Manager in respect of the Construction Contract at any time prior to signing the Construction Contract, including without limitation issuing an Invitation to Tender on the Construction Contract or any portion of same to third party contractors and either including or excluding the Construction Manager in such process(es).

Under no circumstances will the Owner be liable to the Construction Manager for any of the Construction Manager's costs of providing the Services nor for the Construction Manager's costs of negotiating or preparing anything in contemplation of signing a Construction Contract except as set out in Articles A-6, A-7 and A-8 below, and the Construction Manager now releases the Owner from all costs and liability in connection with the Project accordingly. This release will not apply to the Owner's obligations under the Construction Contract once the parties have agreed upon and signed same.

ARTICLE A-6 CONTRACT FEE

A-6.1 The Owner agrees to pay the Construction Manager as compensation for the pre-construction management Services contemplated by this Agreement the fixed price fee of $_____ in Canadian funds (the "**Pre-Construction Fee**").

A-6.2 Payment of the Pre-Construction Fee will be made in accordance with the provisions of Article A-8.

ARTICLE A-7 REIMBURSABLE EXPENSES

The Pre-Construction Fee is all-inclusive and the Construction Manager will not be separately compensated for any disbursements or other out-of-pocket costs of any kind.

ARTICLE A-8 PAYMENT

A-8.1 The Construction Manager will invoice the Owner on the 15th day of each month following the month in which the Services have been delivered. Such invoice will be reasonably detailed so as to provide sufficient evidence to the Owner that the Services required for the month have been

delivered and performed in accordance with this Agreement. The Owner will pay each correct invoice within 30 days of its receipt. The Services are expected to be delivered over a three month period representing the Pre-Construction Stage, and so the parties anticipate that each invoice will likely be issued for approximately $____ for each of the three months.

A-8.2 If the Owner fails to make payments to the Contractor as they become due under the terms of this Agreement, interest at one per cent above the prime rate per annum as of the date payment became due on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly. "Prime rate," for the purposes of this Agreement, means the lowest rate of interest quoted by the Royal Bank of Canada from time to time in the City of Vancouver to the most creditworthy borrowers for prime business loans.

ARTICLE A-9 GENERAL

The "Owner's General Contractual Provisions", attached hereto as Schedule A, are hereby incorporated into, and will apply to, this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their properly authorized representatives as of the day and year first set forth above.

CITY OF VANCOUVER

_____
per: (name and title)

[CONSTRUCTION MANAGER]

_____
per: (name and title)

SCHEDULE – A
OWNER'S GENERAL CONTRACTUAL PROVISIONS

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Capitalized words and phrases used in these Owner's General Contractual Provisions, unless otherwise defined herein or the context otherwise clearly implies, have the respective meanings given to them in the Pre-Construction Management Services attached.

ARTICLE 2
TAXES/CURRENCY

The Pre-Construction Fee is expressed and payable in Canadian dollars and is exclusive of GST and PST whenever and wherever applicable.

ARTICLE 3
CANCELLATION OF AGREEMENT

The Owner may cancel this Agreement without cause at any time, but only if the Owner first gives at least five days' prior written notice of cancellation. As of the effective date of such a notice of cancellation, this Agreement will be cancelled as to all or those specified Services and the parties will have no further obligations to each other in respect of the same except that the Owner will remain liable to pay for those Services already ordered and performed prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

ARTICLE 4
OWNERSHIP, COPYRIGHT, CUSTODY AND CONTROL OF CERTAIN PROPRIETARY INFORMATION

All reports and other documents or products produced and delivered by the Construction Manager to the Owner as a result of the provision of the Services (the "**Reports**") will be the sole property of the Owner, and the Owner will have the right to utilize all of the Reports for its benefit in any way it sees fit without limitation.

For further certainty, the Construction Manager now acknowledges that the Owner retains legal custody and control over all plans, data and other information supplied by the Owner to the Construction Manager ("**Owner-Related Data**") for the purposes of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

Any and all Reports prepared but not yet delivered to the Owner will be delivered by the Construction Manager to the Owner immediately on the expiration or sooner termination of this Agreement. The Owner may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Construction Manager requesting delivery by the Construction Manager to the Owner of all or any particular Reports (whether completed or not) in which event the Construction Manager will promptly comply with such request.

The Construction Manager now transfers title in and to the Construction Manager's Owner-Related Data and the Reports and assigns to the Owner sole copyright in the Reports and the Construction Manager's Owner-Related Data. The Construction Manager agrees that title to the Construction Manager's Owner-Related Data and the Reports is to be considered to have been transferred, and any copyright in the Construction Manager's Owner-Related Data and the Reports is to be considered to have been assigned by the Construction Manager to the Owner upon creation of the Construction Manager's Owner-Related Data and the Reports. The Construction Manager now irrevocably waives, in favour of the Owner, the Construction Manager's moral rights in respect of the Construction Manager's Owner-Related Data and the Reports. The Construction Manager will obtain in writing, from its personnel, its permitted sub-contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Construction Manager's Owner-Related Data and the Reports to the Owner.

The Construction Manager represents and warrants that the Construction Manager's Owner-Related Data and the Reports will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

ARTICLE 5
RELEASE AND INDEMNIFICATION

5.1 Release

The Construction Manager hereby releases the Owner, its elected officials, officers, employees and agents (collectively, the "**Owner Personnel**") from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, property loss and economic loss arising out of, suffered or experienced by the Construction Manager, its officers, employees and agents in connection with their performance of the Services.

5.2 Acceptance "As Is"

In undertaking the Services, the Construction Manager acknowledges that it has inspected the Owner's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all personnel employed or contracted by the Construction Manager to perform the Services.

5.3 Indemnity

Despite any insurance which may be placed by the Owner, the Construction Manager now agrees to indemnify and save harmless the Owner and the Owner Personnel from and against all losses, claims, damages, actions, and causes of actions (collectively, the "**Claims**") that the Owner or any of the Owner Personnel may sustain, incur, suffer or be put to at any time either before or after the expiry or sooner termination of this Agreement, that arise out of errors, omissions or negligent acts of the Construction Manager or its sub-Construction Managers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Owner, any other Owner consultant or adviser, Owner Personnel or any other persons for whom the Construction Manager is not responsible in law or under the terms of this Agreement. This indemnity will not affect or prejudice the Owner from exercising any other rights that may be available to it at law.

5.4 Survival of Release/Indemnity

This Article 5 will survive the expiry or sooner cancellation of this Agreement.

ARTICLE 6
INSURANCE

6.1 Required Types/Amounts

Prior to commencing the Services, the Construction Manager will obtain at its own expense,

(a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than $5,000,000 per occurrence with an aggregate of not less than $5,000,000 and a deductible of not more than $25,000, protecting the Construction Manager against all claims for loss or damage arising out of any wrongful act or error or omission of the Construction Manager or its personnel, agents or any others for whom it is responsible in law or contract, in the performance of the Services.

(b) a Comprehensive General Liability insurance policy with limits of not less than $5,000,000 per occurrence, and a deductible of not more than $25,000, protecting the Construction Manager against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the Construction Manager or the actions of the Construction Manager or its personnel. The policy will contain a cross liability clause in favour of the Owner and will name the Owner and its officials, employees and agents as additional insured.

6.2 Required Policy Terms

All required insurance policies will remain in full force and effect at all times during such time as Services are being performed under the Agreement, and for a period of not less than two years following the completion of the Services and will,

(a) be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the Owner's Director of Risk and Emergency Management,

(b) be primary insurance in respect to the Owner, and any insurance or self-insurance maintained by the Owner will be in excess of this insurance and will not contribute to such policies,

(c) contain a provision that such insurance coverage will not be cancelled or materially altered without the insurer giving the Owner at least 30 days' prior written notice,

(d) contain a clause that waives the insurer's right of subrogation against the Owner and its officers, employees and agents.

6.3 Insurance Certificate

Prior to commencing the Services, and at any time thereafter when requested by the Owner, the Construction Manager will forthwith provide evidence of all insurance required to be taken out pursuant to this Agreement, in the form of a detailed certificate of insurance and the insurance certificate will not contain any disclaimer other than is acceptable to the City. If required by the Owner, the Construction Manager will provide certified copies of the policies signed by its insurers.

6.4 Sub-Contractor's Insurance

If the Construction Manager hires a sub-contractor to perform any work related to the Services, the Construction Manager will cause such sub-contractor to obtain the same type, amount and terms of coverage as is required of the Construction Manager under this Agreement, and such sub-contractor will be required to provide evidence of same to the Owner's Director of Risk & Emergency Management in the same manner as is required of the Construction Manager.

ARTICLE 7
WORKERS' COMPENSATION BOARD

7.1 Maintain Coverage - General

The Construction Manager will carry and pay for full Workers' Compensation Board (**"WCB"**) coverage for itself and all personnel engaged in or on the Services, failing which the Owner has the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any amounts owing by the Owner to the Construction Manager. The Owner will have the right to withhold payment under this Agreement until all WCB premiums, assessments and penalties in respect of the Construction Manager or the Services, have been paid in full.

7.2 Provide Evidence of Coverage - General

Prior to the Owner having any obligation to pay any invoice under this Agreement, the Construction Manager will provide the Owner with the Construction Manager's WCB registration number and a letter from the WCB confirming that the Construction Manager is registered in good standing with the WCB and that all assessments have been paid to date. The Construction Manager 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 unpaid WCB assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WCB, including penalties levied by the WCB.

ARTICLE 8
INTENTIONALL DELETED

ARTICLE 9
MISCELLANEOUS

9.1 Set-Off

The Owner may at its option, withhold and set-off against any amount owing to the Construction Manager (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the Owner against the Construction Manager, whether such claim is in law or at equity, in contract or in tort, or on any other basis.

9.2 Joint Venture or Partnership

If a joint venture or partnership, the Construction Manager represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Construction Manager will be joint and several.

9.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements whether verbal or written between the parties related thereto.

9.4 Failure to Enforce

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

9.5 Successors and Assigns

This Agreement will benefit and bind each party and its successors and permitted assigns.

9.6 Owner Approvals

No reviews, approvals or inspections carried out, or information supplied by, the Owner or its employees or other consultants will derogate from the duties and obligations of the Construction Manager to comply with this Agreement, and all responsibility related to the performance of the Services will be and remain with the Construction Manager.

9.7 Owner Business License

The Construction Manager will comply with the City of Vancouver Business License By-law and maintain a valid City of Vancouver business license at all times during which it provides Services under this Agreement.

9.8 Independent Construction Manager

This Agreement is a contract for services and the Construction Manager, its permitted sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Construction Manager and its permitted sub-contractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the Owner (except as set out in Article A-2 of the Agreement).

9.9 Assignment

The Construction Manager will not, without the prior written consent of the Owner, assign, either directly or indirectly, this Agreement or any right or obligation of the Construction Manager under this Agreement.

9.10 Compliance With Laws

The Construction Manager agrees to comply with all applicable laws and regulations in carrying out the Construction Manager’s obligations under this Agreement.

9.11 Independent Legal Advice

The Construction Manager acknowledges that it has been given the opportunity to seek independent legal advice before executing this Agreement.

9.12 Rights and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise applicable or available by law.

No action or failure to act by the Owner or Construction Manager shall constitute a waiver of any right or duty afforded either of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

9.13 Receipt of and Addresses for Notices

Communications in writing between the parties shall be considered to have been received by the addressee (i) if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended, on the date of delivery, (ii) if sent by post, within five days of the date of mailing, or (iii) if sent by fax, on the date and at the time when written confirmation of dispatch is received by the sender, when addressed as follows:

If to the Owner, at:

453 West 12th Avenue, Vancouver, B.C. V5Y 1V4

Fax no: 604-873-7445

If to the Construction Manager, at:

_____

Fax no: 604-_____

9.14 Law of the Agreement

The enforcement and interpretation of this Agreement will be governed by the laws of British Columbia, and the laws of Canada applicable therein, and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under it.

9.15 Language of the Agreement

This Agreement is drawn in English at the request and on the agreement of the parties hereto.

SCHEDULE – B
FORM OF CONSTRUCTION AGREEMENT

See attached.

[INSERT TITLE OF THE PROJECT]

CONSTRUCTION AGREEMENT

Between

[CONTRACTOR NAME]

and

CITY OF VANCOUVER

[DATE]

TABLE OF CONTENTS

		Page
ARTICLE A-1	THE WORK	18
ARTICLE A-2	AGREEMENTS AND AMENDMENTS	18
ARTICLE A-3	CONTRACT DOCUMENTS	19
ARTICLE A-4	CONTRACT PRICE	20
ARTICLE A-5	PAYMENT	20
ARTICLE A-6	RECEIPT OF AND ADDRESSES FOR NOTICES	20
ARTICLE A-7	LAW OF CONTRACT	21
ARTICLE A-8	SUCCESSORS AND ASSIGNS	21
ARTICLE A-9	TIME OF THE ESSENCE	21
SCHEDULE 1	SUPPLEMENTARY GENERAL CONDITIONS	23
SCHEDULE 2	LIST OF SPECIFICATIONS AND DRAWINGS	66
SCHEDULE 3	SCHEDULE OF PRICES	67
SCHEDULE 4	SUBCONTRACTORS AND SUPPLIERS	68
SCHEDULE 5	PROJECT SCHEDULE	69
SCHEDULE 6	PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS	70
SCHEDULE 7	INSURANCE CERTIFICATES	71
SCHEDULE 8	CITY PRE-CONTRACT HAZARD ASSESSMENT FORM	72
SCHEDULE 9	CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM	73
SCHEDULE 10	FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES	82

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "**Agreement**") dated for reference **[insert date]** is entered into

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

(the "**City**")

OF THE FIRST PART

AND:

[INSERT NAME OF CONTRACTOR]
[insert address]

(the "**Contractor**")

OF THE SECOND PART

BACKGROUND

A. **[Insert]**

THE CITY AND THE CONTRACTOR NOW AGREE AS FOLLOWS:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for **[insert description of the project]** at **[insert location description and address]**in Vancouver, British Columbia (which is the Place of the Work), in respect of which Work **[insert name of Consultant]** is acting as, and is, the Consultant;

1.2 do and fulfill everything indicated by the Contract Documents; and

1.3 commence the Work by the **[day]** day of **[month]**, **[year]** and, subject to adjustment to the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Project, as certified by the Consultant, by the **[day]** day of **[month]**, **[year]**, in accordance with the Project Schedule, included as a schedule to this Agreement.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:

(a) this Agreement:

(b) the "Definitions" and "General Conditions of Stipulated Price Contract" contained within standard construction document CCDC 2 – Stipulated Price Contract, 2008 edition, not attached but incorporated by reference;

(c) the following schedules to this Agreement:

(i) Schedule 1 – Supplementary General Conditions (the "Supplementary General Conditions")

(ii) Schedule 2 – List of Specifications and Drawings (the listed Specifications and Drawings are incorporated by reference);

(iii) Schedule 3 - Schedule of Prices (the "Schedule of Prices");

(iv) Schedule 4 - Subcontractors and Suppliers;

(v) Schedule 5 – Project Schedule (the "Project Schedule");

(vi) Schedule 6 – Performance and Labour and Material Payments Bonds

(vii) Schedule 7 – Insurance Certificate;

(viii) Schedule 8 – City Pre-Contract Hazard Assessment Form

(ix) Schedule 9 – Contractor Pre-Contract Hazard Assessment Form

(x) Schedule 10 – Force Account Labour and Construction Equipment Rates (the "Schedule of Force Account Labour and Construction Equipment Rates");

(d) the document submitted by the Contractor, dated **[insert]**, titled **[insert]** (incorporated by reference) (the "**Contractor Document**");

(e) the traffic management plan provided by the Contractor to the City (incorporated by reference);

(f) the Place of the Work-specific safety and health plan provided by the Contractor to the City (incorporated by reference);

(g) **[insert any other relevant documents to be incorporated by reference]**.

3.2 Capitalized terms used in the Contract Documents will have the meanings ascribed to such terms in the Contract Documents.

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price to do, perform and supply all the Work in accordance with, and perform all the obligations specified by, the Contract Documents is **[insert price without GST]**, plus GST of **[insert amount]**, for a total Contract Price of **[insert total amount, including GST]**.

4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.

4.3 The PST, GST and 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 City pays the Contract Price to the Contractor or as earlier required by applicable law.

4.4 All amounts are in Canadian dollars.

4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

4.6 For purposes of the Contract Documents, "**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, and "**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.

ARTICLE A-5 PAYMENT

5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Contractor in consideration of the performance of the Work.

5.2 The payment for any Work under this Contract made to the Contractor by the City will not be construed as an acceptance of any Work being in accordance with the Contract Documents.

5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The "Bank Rate" for these purposes is the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties hereto or between them and the Consultant will be in writing and may be delivered by hand or sent by electronic transmission or by courier or registered mail:

(i) to the City at:

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

Attention: **[insert name]**
[insert title]

Fax No.: **[insert]**
Email: **[insert];**

(ii) to the Contractor at:

[insert name and address]; or

(iii) to the Consultant at:

[insert name and address]

or to such other person or address of which one party may advise the other[s] in writing from time to time or at any time, and each such communication will be deemed to be received by the recipient:

(A) on the date of delivery, if delivered by hand: to the individual, if the recipient is an individual; to a partner, if the recipient is a partnership; or to an officer of the corporation, if the recipient is a corporation; or

(B) on the day following transmission, if sent by electronic transmission and confirmed by documentation of successful transmission or receipt of an email reply effectively acknowledging delivery; or

(C) one Working Day after the date of confirmed delivery, if sent by courier or registered mail.

ARTICLE A-7 LAW OF CONTRACT

The laws of British Columbia will apply to and govern the Contract Documents and the courts of British Columbia will have jurisdiction over all disputes not resolved by mediation or arbitration.

ARTICLE A-8 SUCCESSORS AND ASSIGNS

The Contract shall enure to the benefit of and be binding upon the City and Contractor and their respective successors and permitted assigns.

ARTICLE A-9 TIME OF THE ESSENCE

All time limits stated in this Contract are of the essence of the Contract.

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: _____

[INSERT NAME OF CONTRACTOR]
by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Proof of authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, who are parties to this Agreement, shall be attached.

SCHEDULE 1
SUPPLEMENTARY GENERAL CONDITIONS

(SUPPLEMENTARY GENERAL CONDITIONS ARE MODIFICATIONS TO CCDC 2 -2008)

INTRODUCTION

1.1.1 These Supplementary General Conditions amend the "Definitions" and the "General Conditions of the Stipulated Price Contract" contained within standard construction document CCDC 2 – Stipulated Price Contract, 2008 edition **("CCDC 2")**, available for download at http://www.ccdc.org/downloads/index.html. Any reference in the Contract Documents to "General Conditions" or "GC" means the General Conditions contained in CCDC 2 as amended by these Supplementary General Conditions. Whenever there is a conflict between these Supplementary General Conditions and the other Contract Documents or wherever the Contract Documents are silent and these Supplementary General Conditions speak to a particular issue or matter, the provisions of these Supplementary General Conditions shall take precedence.

1.1.2 Unless the context dictates otherwise and to the extent not otherwise defined in the Contract Documents, capitalized terms used in these Supplementary General Conditions have the meanings given thereto in CCDC 2.

1.1.3 To the extent that the *Lien Act* (as defined below) expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, to the extent that those provisions of the *Lien Act* apply, such provisions of the *Lien Act* shall take precedence over any provision of the Contract Documents that is determined to contradict or contravene such provisions of the *Lien Act,* but only to the extent of such contradiction or contravention.

AMENDMENTS TO THE DEFINITIONS

The following amendments are made to the "Definitions" in CCDC 2:

Add the following at the end of paragraph 5 (the definition of "**Contract**"):

> The Contract supersedes all prior negotiations, representations or agreements, either written or oral, except to the extent included in the Contract Documents or expressly incorporated by reference into the Contract by an actual reference to the same in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

Delete paragraph 6 and replace with the following:

> **6. Contract Documents**
>
> The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS, those documents expressly incorporated by reference into the Contract by an actual reference to the same in Article A-3 of the Agreement – CONTRACT DOCUMENTS, and amendments agreed upon in writing between the parties together with all other documents, schedules and additions mutually agreed to or settled by the parties from time to time in respect of the Contract.

Delete the definition of Owner at paragraph 12 and replace with the following:

> "**Owner**" or "**City**"
>
> "Owner" and "City" each mean the entity identified as the "City" in the Agreement (represented as stated therein or otherwise) or the City's authorized agent or representative,

as designated to the Contractor in writing. However, "Owner" and "City" each expressly do not include the Consultant and expressly do not include the City of Vancouver acting in its capacity as a municipal regulatory authority.

Delete the definition of Substantial Performance of the Work at paragraph 20 and replace with the following:

20. Substantial Performance of the Work

Substantial Performance of the Work shall have the same meaning as "substantial performance" of the Agreement, as determined under Section 1(2) of the *Lien Act*.

Delete the definition of Work at paragraph 25 and replace it with the following:

25. Work

Work means the total construction and related services required by the Contract Documents or properly inferable therefrom.

Add the following definitions:

27. Applicable Laws

Applicable Laws means all applicable federal, provincial and municipal laws, bylaws, codes, rules, regulations, policies and requirements applicable to the Work and the Project.

28. Certificate of Completion

Certificate of Completion means the certificate under section 7 of the *Lien Act* stating that work under a contract or subcontract has been completed and includes an order made under section 7(5) of the *Lien Act*.

29. Cost Plus Work

Cost Plus Work means Work that is described or designated as cost-plus work in the Contract Documents.

30. Environmental Law

Environmental Law means any applicable law relating to the protection of the environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances.

31. Final Certificate for Payment

Final Certificate for Payment means the certificate issued on Total Performance of the Work.

32. Hazardous Substance

Hazardous Substance means any contaminant, waste, hazardous substance, hazardous waste, or dangerous goods in such quantities and concentrations as contravene applicable limitations under Environmental Law and that may impair the environment, injure or damage property or plant or animal life or harm or impair the health of any individual.

33. Holdback

Holdback means a holdback required by the *Lien Act*.

34. Lien or Liens

Lien or Liens means a lien under the *Lien Act*.

35. Lien Act

Lien Act means the *Builders Lien Act* (British Columbia) and any additional successor or replacement legislation which may be passed that is applicable to the Place of the Work.

36. Lump Sum Work

Lump Sum Work means Work that is described or designated as lump sum work in the Contract Documents or Work that is not so described or designated but is also not Unit Price Work or Cost Plus Work.

37. Site Labour Disturbance

Site Labour Disturbance means any strike, lock-out or labour disturbance, including those resulting from any jurisdictional or non-affiliation issues, involving employees, whether or not members of a trade union, of the Contractor, any Subcontractor, any Supplier, or any of their respective subcontractors of any tier, which delays or in any way adversely affects the performance and completion of Work at the Place of the Work.

38. Total Performance of the Work

Total Performance of the Work means the entire Work has been satisfactorily performed and is so certified by the Consultant.

39. Trade Union Council

Trade Union Council means a council or association of trade unions of which employees of the Contractor or a Subcontractor are members

40. Unit Price Work

Unit Price Work means Work that is described or designated as unit price work in the Contract Documents.

41. WorkSafeBC Rules

WorkSafeBC Rules means the *Workers Compensation Act* (British Columbia) and the regulations thereunder, including without limitation the *WorkSafeBC Occupational Health and Safety Regulation* (British Columbia), and all amendments made to such act and regulations and in force from time to time, and any statute or regulation that may be passed which supplements or supersedes such regulations.

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

The following amendments are made to the "General Conditions of the Stipulated Price Contract" in CCDC 2:

GC1.1 CONTRACT DOCUMENTS

GC1.1.7.1 is deleted in its entirety and replaced as follows:

.1 The order of priority of documents, from highest to lowest, shall be:

- the Agreement between the City and the Contractor (excluding its schedules);
- these Supplementary General Conditions;
- the Definitions from CCDC 2;
- the General Conditions from CCDC 2;
- the Specifications;
- the Drawings;
- the other schedules to the Agreement between the City and the Contractor;
- the other Contract Documents (except for the below document); and
- the Contractor Document.

GC1.5 ADVERTISING

GC1.5 is added as follows:

GC1.5 ADVERTISING

1.5.1 The Contractor will obtain the City's prior written approval for any public advertising, press release or other general publicity matter, in which the name, logo, official marks or trademarks of the City or any related person are mentioned or used or in which words are used from which any connection with the City may be inferred. The Contractor will not allow or permit any public ceremony in connection with the Work without the permission of the City provided in writing. The Contractor will not erect or permit the erection of any sign or advertising without the prior written approval of the City.

GC2.2 ROLE OF THE CONSULTANT

GC2.2.5 is deleted in its entirety and replaced with the following:

2.2.5 The Consultant will be the "payment certifier" pursuant to the *Lien Act*. Based on the Consultant's observations and evaluation of the Contractor's applications for payment for Work and the Consultant's review of the status of the Work, including as against the Project Schedule, the Consultant will issue certificates of payment and will issue each Certificate of Completion and the Final Certificate for Payment.

GC2.2.19 is added as follows:

2.2.19 Notwithstanding GC2.2.13, the Contractor shall be responsible for requesting any required instructions or clarifications from the Consultant which are needed for the performance of the Work and shall request such instructions or clarifications in time to avoid any delay of the Work.

GC2.2.20 is added as follows:

2.2.20 Nothing in GC2.2 shall derogate from or affect the terms and provisions of any contractual or other legal relations between the City and the Consultant, and such contractual and other legal relations shall in all cases take precedence over GC2.2 in the event of a conflict.

GC2.3 REVIEW AND INSPECTION OF THE WORK

GC2.3.1 is amended by deleting the first sentence of the paragraph and replacing it with the following:

The City and the Consultant and their authorized representatives shall have access to the Work at all times.

GC2.3.2 is amended by deleting the first sentence of the paragraph and replacing it with the following:

If work is designated for review, tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or by the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notification of when the work will be ready for review and inspection.

GC2.3.4 is deleted in its entirety and replaced with the following:

2.3.4 If the Contractor covers, or permits to be covered, work that has been designated for review, tests, inspections or approvals before such review, tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the reviews, tests, inspections or approvals satisfactorily completed, and make good covering work at the Contractor's expense.

GC2.3.8 is added as follows:

2.3.8 The Consultant may:

.1 review and monitor the Contractor’s performance of any aspects of the Work for conformance with the requirements of the Contract, including review and monitor the following:

(a) the Contractor’s submittals; and

(b) any and all construction activities; and

.2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the City may reasonably request whether or not specifically required by the Contract Documents.

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

GC2.3.9 is added as follows:

2.3.9 Review, monitoring and/or approval by the Consultant or City of the Contractor's performance of the Contract shall not relieve the Contractor of its sole responsibility and liability for the proper performance of the Contract strictly in accordance with its terms.

GC2.3.10 is added as follows:

2.3.10 Acceptance of the Work by the City does not free the Contractor from its obligation to correct deficiencies as provided in GC2.4 – DEFECTIVE WORK, which are not identified at the time of drawing up the deficiency list or are hidden deficiencies.

GC2.4 DEFECTIVE WORK

GC2.4.1 is amended by adding the following to the end of the paragraph:

In the event that work or materials are found to be condemned, then if the Contractor does not remove such condemned materials or work within the time fixed by written notice, the City may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) calendar days thereafter, the City may, upon ten (10) days written notice sell such materials with the proceeds thereof, if any, after deducting all the costs and expenses that should have been borne by the Contractor, being returned to the Contractor.

GC2.4.3 is deleted in its entirety and replaced with the following:

2.4.3. If in the opinion of the Consultant it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the City may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents or, at the option of the City, the cost or value of such work as would have been necessary to correct such non-compliance with the Contract Documents. If the City and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.

GC3.1 CONTROL OF THE WORK

GC3.1.3 is added as follows:

3.1.3 The Contractor shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and employ proper equipment in good condition. The Contractor shall have complete control over its employees and Subcontractors and shall enforce discipline and order among its employees and assure discipline and order by its Subcontractors including, in all cases, without limiting the foregoing, compliance with and enforcement of WorkSafeBC Rules.

GC3.1.4 is added as follows:

3.1.4 The Contractor shall be familiar with, and its performance of this Contract shall be governed by and comply with, all Applicable Laws and applicable permits which exist at present or which may be respectively enacted or obtained after the date hereof by or from bodies or tribunals having jurisdiction or authority over the Work.

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

GC3.2.2 is amended by deleting the first sentence and replacing it with the following:

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

GC3.2.2.3 is deleted in its entirety.

GC3.2.2.4 is deleted in its entirety.

GC3.2.3.3 is amended by adding the following to the end of the paragraph:

Failure by the Contractor to so report shall invalidate any claims against the City by reason of the deficiencies of the other contractors' or the City's own forces' work, except those of which the Contractor was not reasonably aware.

GC3.2.7 is added as follows:

3.2.7 The Contractor acknowledges that the Place of the Work generally and portions of the Project will continue to be used by the City and others as described in the Contract Documents. The Contractor will work simultaneously and harmoniously with others using the Place of the Work and use all efforts not to interfere with or delay others.

GC3.5 CONSTRUCTION SCHEDULE

GC3.5.1.1 is deleted in its entirety and replaced with the following:

.1 if the City states in writing that the Contractor has not yet done so to the City's satisfaction, prepare and submit to the City and the Consultant a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time, which such construction schedule will, if agreed to by the City, thereafter be deemed to supersede the schedule included in Schedule 5 of the Agreement as the "Project Schedule";

GC3.5.1.3 is amended by adding the following to the end:

… indicating the results expected from the resulting change in schedule.

GC3.5.2 is added as follows:

3.5.2 The Contractor will regularly monitor the progress of the Work and advise the City and the Consultant of any revisions to, or any slippage in, the construction schedule.

GC3.5.3 is added as follows:

3.5.3 The Contractor will submit to the Consultant and the City monthly updates and provide comments on adherence to the construction schedule and details of any remedial actions being undertaken to improve schedule slippages.

GC3.5.4 is added as follows:

3.5.4 If the construction schedule is not adhered to, the Contractor will use all reasonable means to accelerate the Work, without additional compensation, to comply with the construction schedule. For the avoidance of doubt, references in the Contract Documents to the "construction schedule" will be deemed to be references to the "Project Schedule" unless the context requires otherwise.

GC3.6 SUPERVISION

GC3.6.3 is added as follows:

3.6.3 Any superintendent or foreman whose work is unsatisfactory to the Consultant, or to whom the Consultant may have any reasonable objection, shall be dismissed from the Work upon written notice of the Consultant. No superintendents or foremen will be substituted or replaced, except at the request or with the written consent of the City, or as a result of any such employee's voluntary termination of employment or incapacity and any replacement will have comparable or superior qualifications and experience.

GC3.7 SUBCONTRACTORS AND SUPPLIERS

GC3.7.2 is deleted in its entirety and replaced as follows:

3.7.2 No Subcontractor or Supplier listed in Schedule 4 (if any) shall be replaced without the written consent of the City, which consent shall not be unreasonably withheld.

GC3.7.7 is added as follows:

3.7.7 In every subcontract the Contractor shall specify that the Consultant shall be the person responsible for payment certification under that subcontract for the purposes of the *Lien Act*. With every request to the Consultant for a determination whether a subcontract has been completed, the Contractor shall furnish a detailed description of the scope of work covered by the subcontract and a complete reconciliation of the subcontract account. In this GC3.7.7, the word "subcontract" shall have the meaning it has when used in the *Lien Act*.

GC3.8 LABOUR AND PRODUCTS

GC3.8 is deleted in its entirety and replaced with the following:

GC 3.8 LABOUR AND PRODUCTS

3.8.1 *Unions and Wages*

(a) Open Site

The Place of the Work and adjacent work areas associated with the Project are, or are part of, an "open site" and the Work will be performed on a "no strike/no lockout" basis. Accordingly, the Contractor and its Subcontractors, as well as the City and other contractors, may employ labourers at the Place of the Work who are members of a trade union, including a trade union affiliated with a Trade Union Council or who are members of another trade union, or who are not members of a trade union.

(b) Labour Disruptions

The Contractor will use its best commercial efforts to ensure that no Site Labour Disturbance shall occur and the Contractor:

(i) will only retain Subcontractors for the Work whose employees are either:

(1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work; or

(2) not certified to be represented by a trade union; and

will require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work or not certified to be represented by a trade union; and

(ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Place of the Work and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the expected date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact the City, the Work or the Contract Time, the Contractor will use its best commercial efforts to ensure that the length and extent of such impact is minimized (including without limitation by cooperating with the City in any measures it may take to ameliorate such impact) and the Contractor will be liable to the City for any such impact.

(c) *Required for Union Contractors*

Without limiting the generality of Section (b) above, if the Contractor, or any Subcontractor, proposes to employ labourers at the Place of the Work who are members of a trade union, including a trade union that is affiliated with a Trade Union Council authorized to bind its member trade unions, then the Contractor must first submit to the Consultant:

(i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and

(ii) an agreement that there will be no Site Labour Disturbance at or affecting the Place of the Work and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

The Contractor shall pay or cause to be paid to every person employed on the Work not less than the wages or remuneration generally accepted as current at that time.

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

3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant. All Products supplied by the Contractor must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Contractor will promptly abate and remove all Products containing asbestos at its sole cost.

3.8.4 The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The City shall have the right, by written notification to the Contractor, to require the removal from the Project of any employee of the Contractor or a Subcontractor or employee of a Subcontractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or Subcontractor shall be immediately removed from the Place of the Work by the Contractor and shall not be employed again on the Project without the prior written approval of the City.

3.8.5 All materials shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

GC3.9 DOCUMENTS AT THE SITE/DAILY RECORD

GC3.9.1 is deleted in its entirety and replaced with the following:

3.9.1 The Contractor shall keep one copy (as opposed to the originally executed set) of all Contract Documents, Shop Drawings, Change Orders, Change Directives, the diary record required by GC3.9.2 below, submittals, reports, and records of meetings at the Place of the Work, in good order, properly indexed, and available at all regular working hours on Working Days to the City and the Consultant.

GC3.9.2 is added as follows:

3.9.2 The Contractor shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the Consultant's inspection at all reasonable times and delivered to the Consultant on completion of the Work. The diary shall detail:

.1 daily weather conditions;

.2 the commencement, progress and completion of various portions of the work;

.3 the dates of all meetings and their purposes; and

.4 the dates of visits or inspections by government authorities, inspectors, utility companies, etc.

GC3.10 SHOP DRAWINGS

GC3.10.2 is amended by adding the following to the end:

… or as the Consultant may reasonably request.

GC3.10.13 is added as follows:

3.10.13 The Contractor represents and warrants that it has reviewed all Contract Documents and inspected and examined the Place of the Work and the Project to the extent it considers necessary and in accordance with prudent practice and satisfied itself as to the nature and extent of the conditions, including the physical and climatic conditions which may be encountered in the performance of the Work and to the extent possible to establish the state and quality of the existing construction. The Contractor further acknowledges that it will be required to share the Place of the Work with the City and others, all as described in the Contract Documents.

GC3.12 CUTTING AND REMEDIAL WORK

GC3.12.3 is amended by adding the following to the end:

> … unless the City elects to do the work or retain other contractors, after having given the Contractor written notice of the work to be performed. Such work shall be performed in accordance with GC3.2.

GC4.1 CASH ALLOWANCES

GC4.1.1 is deleted in its entirety and replaced as follows:

> 4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, such cash allowances:
>
> (a) will cover the net out-of-pocket cost of the Contractor for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances, but
>
> (b) will not cover labour or installation, unless (and then only to the extent):
>
> (i) specifically stated in the Contract Documents as being included in the cash allowance, or
>
> (ii) specifically designated as an itemized or separate price for purposes of the cash allowance,
>
> and otherwise will be deemed to be included in the Contract Price (ex-cash allowances).

GC4.1.2 is deleted in its entirety and replaced as follows:

> 4.1.2 The Contract Price (ex-cash allowances), and not the cash allowances, includes the Contractor's and Subcontractors' overhead and profit in respect of such cash allowances. Unless noted otherwise in the Contract Documents, none of the work included in the Drawings and Specifications is intended to be paid for by the cash allowances. The cash allowances are for the City's use, at the City's sole discretion.

GC4.1.3 is amended by adding the following to the end of the paragraph:

> The Consultant may require that cash allowance Work proceed only after competitive tenders or proposals are sought and received by the Contractor for all or any part of such Work. The Contractor shall provide full disclosure to the Consultant of all such tenders or proposals. The Contractor shall not accept any such tenders or proposals without the prior consent of the Consultant. The Contractor shall maintain at the Place of the Work, or such other location as the Consultant may approve, accurate and complete records and accounts documenting all costs incurred under cash allowances. These records and accounts shall be available for inspection by the Consultant and the City at all reasonable times, and the Consultant and the City may take copies thereof.

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC5.1 is deleted in its entirety and replaced with the following:

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

5.1.1 The City shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract. The Contractor now acknowledges that the City's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.

5.1.2 The City shall give the Contractor Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.

5.1.3 The City shall pay to the Contractor for the proper and timely performance and completion of the Work the Contract Price, consisting of:

(i) if all or part of the Work is described or designated as Unit Price Work in the Schedule of Prices, the product of each unit price stated in the Schedule of Prices, multiplied by the quantity of each corresponding item of Work necessary for the proper performance and completion of the Work (and if such quantity differs from the quantity expressed in the Contract Documents and such difference is approved in writing by the City, the Contract Price expressed in ARTICLE A-4 of the Agreement shall be deemed to be adjusted to coincide with the approved quantity);

(ii) if all or part of the Work is Lump Sum Work, the aggregate of lump sum prices stated in the Schedule of Prices;

(iii) the aggregate of all cash allowances, if any, specified in Schedule 3 of the Agreement; and

(iv) if all or part of the Work is described or designated as Cost Plus Work, the cost reasonably and necessarily incurred by the Contractor in performing and completing such Work, such cost to be determined in accordance with GC5.1A.3, plus a percentage or fixed fee, as stated in GC5.1A.3.

5.1.4 The Contract Price is subject to adjustment only in accordance with the Contract Documents.

5.1.5 The Contract Price is expressed and payable in Canadian dollars.

5.1.6 Subject to the provisions of the Contract Documents and in accordance with the *Lien Act* in respect of Holdbacks, the City shall:

.1 make progress payments to the Contractor on account of the Contract Price monthly when due, based on:

(i) the value of the Work completed and Products and materials incorporated into the Work as certified by the Consultant, and

(ii) Products and materials delivered to the Place of the Work but not yet incorporated into the Work, as agreed to by the City;

.2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Contractor is a party, and where fifty-five (55) calendar days have

elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback to the Contractor in respect of the subcontract;

.3 upon issuance of the Certificate of Completion (in respect of Substantial Performance of the Work), and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback to the Contractor in respect of this Contract;

.4 upon issuance of the Final Certificate for Payment (in respect of Total Performance of the Work), and provided no Liens or other liens have arisen in respect of this Contract, pay the balance of the Contract Price to the Contractor.

5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent (2%), calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.

5.1.8 If the Work suffers any loss or damage, as a result of which an amount is paid under any policy of insurance provided by the City under the Contract, then such amount shall be paid to the City and advanced to the Contractor in monthly progress payments as the Contractor performs and completes repair or restoration Work in respect of such loss or damage.

GC5.1A BASIS OF PAYMENT:

5.1A.1 *Basis of Payment for Unit Price Work*

.1 *Unit Price Work:* Payment for Unit Price Work, if any, shall be based on the unit prices set out in the Schedule of Prices.

.2 *Measurement:* The Contractor shall measure the Work and the Consultant will verify such measurements to determine payment to the Contractor in accordance with the measurement provisions of the Contract Documents.

5.1A.2 *Basis of Payment for Lump Sum Work*

.1 *Lump Sum Work:* Payment for Lump Sum Work, if any, shall be based on the lump sum prices set out in the Schedule of Prices.

5.1A.3 *Basis of Payment for Cost Plus Work*

.1 *Cost Plus Work:* Payment for Cost Plus Work, if any, shall be based on the cost of such Work, as provided in GC5.1A.3.2, plus a fixed fee or percentage fee calculated as a percentage of the cost of such Work, for the Contractor's overhead and profit, except as stated in GC5.1A.4 or GC6.3.6. The fixed fee or percentage fee shall be as provided in the Schedule of Prices (or, if not so specified, as agreed between the City and the Contractor in writing), except as stated in GC5.1A.4.

.2 *Cost of the Work:* The cost of Cost Plus Work, except as otherwise specified in the Contract Documents or agreed in writing between the City and the

Contractor, shall be at rates prevailing in the locality of the Place of the Work and shall include the following cost elements as applicable to such Work:

(i) wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Consultant and the Contractor;

(ii) salaries, wages, and benefits of the Contractor's personnel, when stationed at the field office, in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;

(iii) contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraphs (i) and (ii);

(iv) travel and subsistence expenses of the Contractor's personnel described in paragraphs (i) and (ii), to be included only with the prior approval of the City;

(v) the cost of all Products, including the cost of transportation thereof;

(vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;

(vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;

(viii) deposits lost;

(ix) the amounts of all subcontracts;

(x) the cost of quality assurance such as independent inspection and testing services;

(xi) charges levied by authorities having jurisdiction at the Place of the Work;

(xii) any adjustment in premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain;

(xiii) any adjustment in value-added taxes (not including taxes on income or capital), for which the Contractor is liable;

(xiv) charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the Work;

(xv) the cost of removal and disposal of waste products and debris; and

(xvi) cost incurred due to emergencies affecting the safety of persons or property.

.3 *Approval Required:* The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Cost Plus Work.

.4 *Rejection of Costs:* The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable or unnecessary, or the cost was otherwise improperly incurred in the performance of the Work.

.5 *Records:* The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Cost Plus Work and shall provide the Consultant with copies thereof when requested.

.6 *Access to Records:* the City and the Consultant shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Cost Plus Work and for this purpose the Contractor shall preserve such records for a period of one (1) year after the date of Substantial Performance of the Work.

5.1A.4 *Cost Plus Contract Rates and Mark Ups*

Notwithstanding any other provision hereof, when Cost Plus Work is performed then:

(i) the costs of labour will be determined by the labour rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without any mark up unless otherwise specified therein; and

(ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without mark up unless otherwise specified therein.

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

GC5.2 is deleted in its entirety and replaced with the following:

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment shall be submitted to the Consultant on or before the last day of each calendar month, dated as of the last day of the month, and be in respect of the Work completed prior to the application being signed (the "**payment period**").

5.2.2 The amount claimed shall be the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.

5.2.3 The Contractor shall submit to the Consultant at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.

5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.5 When making an application for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The City has the right to refuse payment for Products delivered to the Place of the Work but not incorporated in the Work. The Contractor shall obtain the City's permission prior to invoicing for such Products.

5.2.6 Each application for payment shall:

.1 be in such form and detail as the Consultant shall require and submitted consistently in such form and detail unless otherwise advised by the Consultant and clearly show:

(D) the Contractor’s full name, address and telephone number;

(E) the City’s purchase order number;

(F) the name of the City’s project manager;

(G) the application for payment number and date; and

(H) the Contractor’s PST and GST registration number(s);

.2 be attached to a statement or statutory declaration sworn by an officer of the Contractor, which attests to the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of the same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;

.3 relate the Work for which payment is claimed to the Project Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;

.4 be accompanied by a sworn declaration that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Place of the Work or the City’s interest therein or against the Holdback;

.5 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules;

.6 attach the monthly update contemplated by GC3.5.3; and

.7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Contractor's estimate of the costs and time to complete or correct such items.

5.2.7 The Contractor shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Consultant may reject all or the applicable portions of the same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Contractor of the deficiencies in the application. The Contractor will promptly supply to the Consultant such further certification or information as may be necessary to remedy the deficiencies in the application.

5.2.8 An application for payment shall be deemed to be received by the Consultant only if and when submitted in full conformity with GC5.2.6.

GC5.3 PROGRESS PAYMENT

GC5.3.1.2 is amended by adding the following before the last sentence of the paragraph:

If, after a certificate for payment has been issued to the City (and prior to payment by the City), the Consultant determines on the basis of new information that the amount certified for payment is incorrectly high or low relative to the Work being certified, then the Consultant shall issue a revised certificate.

GC5.3.1.3 is amended by deleting the words "Article A-5 of the Agreement – PAYMENT" and replacing with "this GC5 and the *Lien Act*".

GC5.3.2 is added as follows:

5.3.2 Subject to the provisions of the *Lien Act*, the City may retain a deficiency holdback from progress payments prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund any agreed deficiency holdback at Substantial Performance of the Work

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 is deleted in its entirety and replaced with the following:

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK/CERTIFICATE OF COMPLETION

5.4.1 When the Contractor considers that Substantial Performance of the Work has been achieved, or if permitted by the *Lien Act* the Contractor wishes to apply for a Certificate of Completion with respect to a subcontract with a Subcontractor, the Contractor shall, within one Working Day, deliver to the Consultant and to the City an application for a Certificate of Completion (a "**Completion Certificate Application**") in conformity with GC5.4.4.

5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the Contractor's application:

.1 advise the Contractor in writing that the Work or the designated portion of the Work is not "completed" (as that term is used in the *Lien Act*) and give reasons why, or

.2 prepare a Certificate of Completion in respect of the Work or subcontract stating on the certificate the date of issuance in accordance with the *Lien Act* and issue a copy of that certificate to each of the City and the Contractor.

5.4.3 Immediately following the issuance of the Certificate of Completion for all of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for the same set out in the Project Schedule if such date is specified).

5.4.4 Each Completion Certificate Application referred to in GC5.4.1 shall also contain an application for payment and shall consist of the following:

.1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;

.2 all of the certifications and information required on an application for payment, as set out in GC5.2.6;

.3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application, including, without limitation and by way of example only, all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.

5.4.5 Failure to specify an incomplete or defective item on a Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect of the same does not alter the responsibility of the Contractor to complete the Contract.

5.4.6 Subject to the requirements of the *Lien Act* relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:

.1 the Consultant shall issue to the City and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less:

(i) three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,

(ii) the value of incomplete work as determined by the Consultant, and

(iii) the amounts of all previous certificates of payment;

.2 the City shall then make payment to the Contractor in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4; and

.3 for the avoidance of doubt, this GC5.4.6 does not create an obligation to avoid retaining, or to release, any Holdback.

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.5 is deleted in its entirety and replaced with the following:

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Contractor shall:

.1 submit an application for payment of the Holdback,

.2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;

.3 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Place of the Work or the City's interest therein or against the Holdback, and swear and submit to the Consultant a written declaration that there are no such Liens or other liens;

.4 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules; and

.5 attach copies of a current title search of the Place of the Work confirming that no Liens have been registered prior to the time the release of the Holdback is due.

5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Consultant will issue a certificate for payment of the Holdback (less any previous releases of the Holdback on account of subcontract Certificates of Completion).

5.5.3 The Contractor now acknowledges that the City is exempt under the regulations of the *Lien Act* from the requirement to keep the Holdback in a separate holdback account.

5.5.4 The Holdback is due and payable as set out in GC5.1.6.3. The City may retain out of the Holdback any sums required by law to satisfy any Liens arising under the Contract or any subcontract or, if permitted by the *Lien Act*, claims against the Contractor.

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

GC5.6.1 is deleted in its entirety and replaced with the following:

5.6.1 Any portion of the Holdback in respect of a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The City may retain out of the subcontract portion of the Holdback any sums required by law to satisfy any Liens arising in connection therewith or, if permitted by the *Lien Act*, other claims.

GC5.6.2 is deleted in its entirety.

GC5.6.3 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC5.7 FINAL PAYMENT

GC5.7.1 is deleted in its entirety and replaced as follows:

5.7.1 When the Contractor considers that Total Performance of the Work has been achieved, the Contractor shall submit its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:

.1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Work is fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;

.2 a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;

.3 copies of a current title search of the Place of the Work confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and

.4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

GC5.7.3 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC5.7.4 is deleted in its entirety and replaced as follows:

5.7.4 Subject to paragraph 9.4.1 of GC9.4 – CONSTRUCTION SAFETY & WORKPLACEBC RULES, and the *Lien Act*, the City shall, no later than twenty-one (21) calendar days after the issuance of a Final Certificate for Payment, pay the Contractor as provided in GC5.1.6.4

GC6.1 OWNER'S RIGHT TO MAKE CHANGES

GC6.1.3 is added as follows:

6.1.3 Change Orders, contemplated Change Orders, and Change Directives shall be on printed forms supplied by the City or Consultant and may include:

.1 job site instructions or site memo forms, for immediate authorization at the Place of the Work in order not to delay the performance of the Work and for changes of a minor nature with no price variation, which shall be issued on site on the signature of the Consultant only;

.2 contemplated Change Orders issued by the Consultant for purposes of the Contractor's response to a proposed method of adjustment and extent of adjustment to the Contract Price or Contract Time, which shall be signed by the Consultant only;

.3 Change Orders authorizing the Contractor to proceed with the Work as set out by the Consultant and Contractor in a contemplated Change Order, which shall be signed by the City and the Contractor.

GC6.1.4 is added as follows:

6.1.4 *Basis of Payment for Changes on Cost Plus Basis*

.1 *Work Done on Cost Plus Basis:* The cost of Work done under a Change Directive or Change Order on a cost-plus basis, except as otherwise specified in the Contract Documents or agreed in writing between the City and the Contractor, shall be at rates prevailing in the locality of the Place of the Work and, subject to GC6.1.6, shall include the cost elements set out in GC5.1A.3(i) through (xvi) as applicable to such Work.

.2 *Approval Required:* The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Work done under a Change Directive or Change Order on a cost-plus basis.

.3 *Rejection of Costs:* The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable or unnecessary, or the cost was otherwise improperly incurred in the performance of the Work.

.4 *Records:* The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Work done under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.

.5 *Access to Records:* the City and the Consultant shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Work done under a Change Directive or Change Order on a cost-plus basis, and for this purpose the Contractor shall preserve such records for a period of one (1) year after the date of Substantial Performance of the Work.

.6 Notwithstanding any other provision hereof, when a change in the Work is valued on a cost-plus basis, then:

(i) the costs of labour will be determined by the labour rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without any mark up unless otherwise specified therein;

(ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without mark up unless otherwise specified therein; and

(iii) for further certainty, to the extent that any changes involve changes in the quantities of Unit Price Work such changes will be determined solely by the unit prices, without mark-up, unless otherwise specified in the schedules to the Agreement.

GC6.1.5 is added as follows:

6.1.5 Valuation and Marks ups for all Change Orders and Change Directives

The following terms and conditions will apply to any quotation for a Change Order prepared by the Contractor pursuant to GC 6.2 - *CHANGE ORDER*, and will also apply to any Change Directive issued pursuant to GC 6.3 - *CHANGE DIRECTIVE*:

.1 The valuation for all (except previously agreed separate prices and unit prices) Work done under a Change Directive or Change Order which result in an increase in the Contract Price, whether valued as a lump sum or on a cost-plus basis, will be based on the actual direct unavoidable costs incurred by the Contractor and will be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances except as follows:

.1 The Contractor will receive combined overhead and profit equal to ten percent (10%) of the direct unavoidable costs incurred by the Contractor's use of his own forces;

.2 The Contractor will receive five percent (5%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive (provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract).

.3 The Subcontractor will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the Change Order or Change Directive, and

.4 The Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.

.2 The valuation for all (except previously agreed separate price and unit rates) changes in the Work which result in a decrease in the Contract Price will be based on the actual savings in all costs to the Contractor, Subcontractor and Suppliers, exclusive of markups or deductions for overhead, profit, administrative or any other indirect costs not causally related to the Change Order or Change Directive.

.3 If a change in the Work results in both expenditures and savings, any overhead or profit that is otherwise payable by the City shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.

.4 The Contractor will only enter into Subcontracts with Subcontractors and Suppliers which obligate each Subcontractor and Supplier to comply with the provisions of this Part 6 - CHANGES IN THE WORK.

.5 Upon the request of the Consultant, the Contractor will promptly deliver all supporting documentation including labour, Products, services, Subcontract breakdowns and all other documentation in order to substantiate any Change Order quotation or change in the Contract Price pursuant to a Change Directive.

.6 The Contractor will be responsible for having time sheets covering all personnel respecting any Change Order or Change Directive checked and approved daily by the Consultant, and claims for reimbursement of any extra wages, salaries or other expenses relating to such personnel will only be accepted when properly supported by such signed time sheets.

.7 All costs and expenses incurred by the Contractor and any Subcontractor or Suppliers in preparing any requested Change Order quotation or submitting, substantiating or otherwise administering a claim pursuant to a Change Order

or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.

GC6.1.6 is added as follows:

6.1.6 *Cost Plus Maximum under Change Order*

When a change in Work is valued on a cost-plus basis, the City may require that the aggregate amount incurred under the corresponding Change Directive shall not exceed a maximum amount acceptable to the City, acting reasonably, and specified in the Change Directive, as such amount may be revised from time to time by subsequent written authorization of the City. The Contractor shall not be entitled to payment in excess of such applicable maximum amount in respect of any such Change Directive.

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

GC6.3.6 is deleted in its entirety.

GC6.3.7 is deleted in its entirety.

GC6.3.8 is deleted in its entirety.

GC6.3.9 is deleted in its entirety.

GC6.3.10 is deleted in its entirety.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

GC6.4.1 is deleted in its entirety and replaced as follows:

6.4.1 If the Contractor discovers conditions at the Place of the Work which: (i) are subsurface or otherwise concealed physical conditions which existed before the commencement of the Work; (ii) could not reasonably have been discovered by proper investigation by the Contractor under GC3.10.13; and (iii) differ materially from those disclosed in the Contract Documents, including any geotechnical report, environmental assessment, or other report included or referenced in the Contract Documents or provided or made known to the Contractor before the commencement of the Work, then the Contractor shall give Notice in Writing to the Consultant of such conditions before they are disturbed and in no event later than five (5) Working Days after first observance of the conditions.

GC6.4.1A is added as follows:

6.4.1A The Contractor must give notice under GC6.4.1 within five (5) Working Days after discovery of the conditions or the time when the Contractor by reasonable diligence could have discovered the conditions, failing which the Contractor may not make or enforce any claim against the City, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.2 is amended by deleting the words “If the finding is that the conditions differ materially and this would cause” and replacing with “If the requirements of GC6.4.1 and GC6.4.1A are satisfied and the relevant conditions would cause”.

GC6.4.3 is amended by deleting the words "the conditions at the Place of Work are not materially different" and replacing with "the requirements of GC6.4.1 and GC6.4.1A are not satisfied".

GC6.4.4 is deleted in its entirety and replaced as follows:

6.4.4 If such concealed or unknown conditions relate to Hazardous Substances, artefacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC9.3 – ARTIFACTS AND FOSSILS and GC9.5 – MOULD.

GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

GC7.1.5.2 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC7.1.7 is added as follows:

7.1.7 The City may terminate the Contract at any time for the convenience of the City by notice given to the Contractor. It the Contract is terminated under this GC7.1.7, then:

(a) the Contractor shall suspend performance of the Work and shall not incur further cost or expense in relation to the Work, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the City;

(b) the Contractor shall remove from the Place of the Work its personnel and all Construction Equipment and other material that is owned or leased by the Contractor, except as otherwise required to comply with GC7.1.7(a)(i) and (ii); and

(c) the City shall pay the Contractor for all Work performed, including the cost of complying with GC7.1.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Contractor's personnel and Construction Equipment, all as certified by the Consultant, and upon such payment being made, the Contractor shall have no further or other claim against the City for, or in connection with, termination of the Contract.

GC7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE CONTRACT

GC7.2.2 is amended by replacing the number "20" where it appears in the first sentence with the number "30".

GC7.2.3 is amended by adding the following to the beginning of the first sentence:

If the default cannot be corrected in five (5) Working Days or in such other time as may be subsequently agreed in writing by the parties,

GC7.2.3.1 is deleted in its entirety.

GC7.2.3.4 is deleted in its entirety and replaced with the following:

.4 the City violates the requirements of the Contract to a substantial degree and the Consultant, except for GC5.1- GENERAL FINANCIAL/PAYMENT PROVISIONS, confirms by written statement to the Contractor that sufficient cause exists.

GC7.2.4 is amended by revising the second line to read:

> …corrected within fourteen (14) Working Days following the receipt of the Notice in Writing, the Contractor may, without prejudice to any …

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

GC8.2.1.1 is deleted in its entirety and replaced as follows:

> .1 within thirty (30) Working Days after the Contract was awarded, or

GC8.2.1.2 is deleted in its entirety and replaced as follows:

> .2 if the parties neglected to make an appointment within the thirty (30) Working Days, within twenty (20) Working Days after either party by Notice in Writing requests that the Project Mediator be appointed.

GC8.2.3 is amended by adding the following to the end:

> However, the City and the Contractor nonetheless 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. The City and the Contractor acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim. If a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City's project manager and the Contractor's principal representative at the Place of the Work within three (3) Working Days after the dispute arises, or the City's project manager is not authorized to resolve the dispute, then:
>
> (a) the dispute will be referred to the City's Director of Facilities and the Contractor's project manager for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
>
> (b) the dispute will be referred to a senior executive of the City designated by it and a senior executive of the Contractor designated by it, for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
>
> (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

GC8.2.4 is amended by revising the second line to read:

> …the parties may request the Project Mediator…

GC8.2.6 is amended by revising the second line to read:

> …either party may request referral of the dispute…

GC8.2.7 is deleted in its entirety and replaced as follows:

> 8.2.7 If a Notice in Writing is not given under paragraph 8.2.6 within the required time or the other party does not reply and agree to binding arbitration, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

GC8.2.9 is added as follows:

8.2.9 Where references are made in the Contract Documents to "the time of bid closing", it is intended by the parties that this shall mean the effective date of the contract.

GC9.1 PROTECTION OF WORK AND PROPERTY

GC9.1.1 is deleted in its entirety and replaced with the following:

9.1.1 The Contractor shall protect the Work, Products delivered to the Place of the Work, the City's property and property on or adjacent to the Place of the Work from theft and damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such theft and damage, except theft and damage which occurs as the result of:

.1 errors in the Contract Documents;

.2 acts or omissions by the City, other contractors, or their agents and employees.

GC9.1.4 is amended by revising the first line to read:

Should damage occur to the Work, Products delivered to the Place of the Work, the City's property or property on or adjacent to the Place of the Work, for which the Contractor is not responsible, as provided in paragraph…

GC9.1.5 is added as follows:

9.1.5 The Contractor is responsible for protection of the Work during shutdown, including shutdowns caused by strikes.

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

GC9.2.1 is deleted in its entirety and replaced with the following:

9.2.1 For the purposes of the Contract, the City shall be deemed to have control and management of the Place of the Work with respect to the condition of the Place of the Work prior to the commencement of the Work in relation to applicable Environmental Law and the presence of any Hazardous Substances.

GC9.2.2 is deleted in its entirety and replaced with the following:

9.2.2 Prior to the Contractor commencing the Work, the City shall:

.1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and

.2 provide the Consultant and the Contractor with a written list of any such Hazardous Substances that the City knows to exist on, and their locations within, the Place of the Work.

GC9.2.3 is deleted in its entirety and replaced with the following:

9.2.3 Unless the Contract expressly provides otherwise, the City shall be responsible for taking such steps as may be necessary, in accordance with applicable Environmental Law to dispose of, store or otherwise deal with Hazardous Substances so as to cause the Place of the Work to comply with the requirements of applicable Environmental Law before the Contractor commences the Work.

GC9.2.4 is deleted in its entirety and replaced with the following:

9.2.4 Except as previously disclosed in writing by the City or as otherwise known by the Contractor, if the Contractor:

.1 encounters Hazardous Substances at the Place of the Work; or

.2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3,

the Contractor shall:

(a) take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any levels contrary to the requirements of applicable Environmental Law, and

(b) immediately report the circumstances to the Consultant and the City by Notice in Writing.

GC9.2.5 is deleted in its entirety and replaced with the following:

9.2.5 If the City and the Contractor, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible, or whether the Contractor or anyone for whom the Contractor is responsible caused the release of Hazardous Substances at the Place of the Work, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Contractor.

GC9.2.6 is deleted in its entirety and replaced with the following:

9.2.6 If the expert's report under paragraph 9.2.5 determines that the Place of the Work was in compliance with applicable Environmental Law prior to the commencement of the Work or that Hazardous Substances were brought onto the Place of the Work by the Contractor or any for whom the Contractor is responsible, or that the Contractor or anyone for whom the Contractor is responsible caused the release of a Hazardous Substance at the Place of the Work, the Contractor shall pay for the cost of the expert's investigation and report.

GC9.2.7 is deleted in its entirety and replaced with the following:

9.2.7 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that the Contractor or anyone for whom the Contractor is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Contractor shall promptly at the Contractor's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;

.2 make good any damage to the Work, the City's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and

.4 indemnify the City as required by GC12.1 – INDEMNIFICATION

GC9.2.8 is deleted in its entirety and replaced with the following:

9.2.8 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Contractor nor anyone for whom the Contractor is responsible is responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the City shall promptly at the City's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;

.2 reimburse the Contractor for all resultant costs and expenses reasonably incurred by the Contractor;

.3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.2.5 and reimburse the Contractor for costs reasonably incurred as a result of the delay, and

.4 indemnify the Contractor as required by GC12.1 – INDEMNIFICATION.

GC9.2.9 is amended by deleting the words "Part 8 of the General Conditions – Dispute Resolution" from the second line and replacing with "Part 8 – DISPUTE RESOLUTION".

GC9.2.10 is added as follows:

9.2.10 The Contractor shall, and shall ensure that anyone for whom the Contractor is responsible shall, at all times comply with all applicable Environmental Law and ensure that all Work is conducted in compliance with all applicable Environmental Law.

GC 9.3 ARTIFACTS AND FOSSILS

GC9.3.1 is deleted in its entirety and replaced with the following:

9.3.1 If the Contractor or anyone for whom the Contractor is responsible discovers fossils coins, articles of value or antiquity, structures and other remains or things of scientific, cultural or historical interest at the Place of the Work (in GC9.3 called, **"Historical Items"**), the Contractor shall immediately give Notice in Writing thereof to the City and the Consultant. As between the City and the Contractor, all Historical Items shall be, and shall be deemed to be, the absolute property of the City, and the Contractor hereby irrevocably waives and disclaims any right, title or interest therein.

GC9.3.2 is deleted in its entirety and replaced with the following:

9.3.2 The Contractor shall take all reasonable precautions, and shall comply with all reasonable directions from the Consultant, to prevent removal or damage to Historical Items as identified in paragraph 9.3.1 or as otherwise known to be present at the Place of the Work.

GC9.3.3 is deleted in its entirety and replaced with the following:

9.3.3 The Consultant will investigate the impact on the Work of the discovery of any Historical Item identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the City's approval, will issue appropriate instructions for a change in the Work as provided in GC6.2 –CHANGE ORDER or GC6.3 – CHANGE DIRECTIVE.

GC9.4 CONSTRUCTION SAFETY

The above heading for GC9.4 is amended by adding **"&WORKSAFEBC RULES"** to the end.

GC9.4.2 is added as follows:

9.4.2 Unless otherwise specified in the Contract Documents or notified to the contrary by the Consultant, the Contractor is the "prime contractor" for the purpose of the WorkSafeBC Rules, notwithstanding that the City, the Consultant or another contractor may provide from time to time some of the services normally provided by such a "prime contractor".

GC9.4.3 is added as follows

9.4.3 If the Contractor is the "prime contractor", the Contractor shall:

.1 *Compliance with Law*: comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;

.2 *Safety Programs*: initiate, maintain and supervise all safety programs and measures in connection with the performance of the Work, which program shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the Consultant;

.3 *Site Meetings*: conduct regular safety meetings at the Place of the Work, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Consultant on a weekly basis;

.4 *Safety Equipment*: supply and maintain at the Place of the Work all safety equipment necessary to protect workers and others from accident or injury; and

.5 *First Aid*: supply and maintain at the Place of the Work 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 Place of the Work, and establish an emergency procedure for prompt removal of any such person from the Place of the Work to a hospital, clinic or medical office for further treatment.

.6 *Notice of Project*: prior to commencement of construction:

(a) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the *Occupational Health and Safety Regulation*;

(b) post the Notice of Project at the Place of the Work, and

(c) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Place of the Work.

GC9.4.4 is added as follows

9.4.4 If, or for so long as the Contractor is not the "prime contractor", the Contractor shall:

.1 *Compliance with Law*: comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;

.2 *Compliance with Directions*: comply with all reasonable directions issued by the "prime contractor" regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and

.3 *Site Safety Meetings*: attend all Place of the Work safety meetings convened by the "prime contractor".

GC9.4.5 is added as follows

9.4.5 Whether or not the Contractor is the "prime contractor", it shall:

.1 *Reporting*: report immediately to the "prime contractor" (if not the Contractor) and the Consultant all accidents and injuries of any kind or severity occurring on or about the Place of the Work and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;

.2 *Written Confirmation*: confirm in writing each report made under subparagraph (a); and

.3 *City Policy*: respect and adhere to City's safety and training polices relative to the Place of the Work and the Work.

GC9.4.6 is added as follows

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

GC9.4.7 is added as follows:

9.4.7 The Contractor shall indemnify and save harmless the City from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including, without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Contractor, and the

Contractor's assumption, of the responsibilities, obligations and liabilities of the "prime contractor" under the WorkSafeBC Rules with respect to the Place of the Work.

GC9.4.8 is added as follows:

9.4.8 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC 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.

GC9.4.9 is added as follows:

9.4.9 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

GC9.4.10 is added as follows:

9.4.10 Promptly upon execution of this Agreement, the Contractor will provide the City with the Contractor's and all Subcontractors' WorkSafeBC registration numbers.

GC9.4.11 is added as follows:

9.4.11 Promptly upon execution of this Agreement, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the then current date.

GC9.4.12 is added as follows:

9.4.12 The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC Rules (Section 119 of the *Workers' Compensation Act*) as an "owner of a workplace". Despite the City'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 City's obligations under Section 119 of the *Workers' Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Place of the Work. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose.

GC9.4.13 is added as follows:

9.4.13 The Contractor will indemnify the City and hold harmless the City 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 Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or

.3 any breach of the Contractor's obligations under Clause GC9.1.

GC9.4.14 is added as follows:

9.4.14 The Contractor agrees to retain a full-time construction safety officer whenever required by the then-current Vancouver Building By-law. The construction safety officer shall bear written proof of qualification satisfactory to the City of Vancouver's Director of Permits and Licenses.

GC9.5 MOULD

GC9.5.1 is deleted in its entirety and replaced with the following:

9.5.1 If the Contractor or the City observes or reasonably suspects the presence of mould at the Place of the Work of the nature and quantity such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the health and safety of persons, the remediation of which has not been separately arranged by the City or is not expressly part of the Work,

.1 the observing party shall promptly report the circumstances to the other party by Notice in Writing;

.2 the Contractor shall promptly take all reasonable steps, including stopping all or such portions of the Work as may be necessary to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and

.3 if the City and the Contractor do not agree on whether any mould discovered is of the nature and quantity such that special handling and precautions are required under Environmental Law, or whether such mould may otherwise reasonably present a hazard to the health and safety of persons, or with respect to what steps are appropriate to be taken to deal with the mould, or as to the cause of the presence of the mould, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.2, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Contractor.

GC9.5.2 is deleted in its entirety and replaced with the following:

9.5.2 If the expert's report under paragraph 9.5.1.3 determines that the mould does not require special handling and precautions in compliance with Environmental Law or does not otherwise reasonably present a hazard to the health and safety of persons, the Contractor will pay for the cost of the expert's investigation and report. If the expert's report under paragraph 9.5.1.3 determines that the mould was caused as the

result of the acts or omissions of the Contractor or anyone for whom the Contractor is responsible, the Contractor shall promptly, at the Contractor's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;

.2 make good any damage to the Work, the City's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and

.4 indemnify the City as required by GC12.1 – INDEMNIFICATION.

GC9.5.3 is deleted in its entirety and replaced with the following:

9.5.3 If the City and the Contractor agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould at the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Contractor or anyone for whom the Contractor is responsible is not responsible for the presence of such mould, the City shall promptly at the City's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;

.2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and

.3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay.

GC10.1 TAXES AND DUTIES

GC10.1.1 is deleted in its entirety and replaced as follows:

10.1.1 The Contractor shall allow for the payment by the Contractor out of the Contract Price of all PST, GST and other federal, provincial and municipal taxes, rates, levies, assessments and duties, both refundable and non-refundable, and all deposits, (temporary crossings, excavations, etc.). The Contractor agrees to indemnify and save harmless at all times the City from and against all claims which may be made with respect thereto.

GC10.1.2 is amended by revising the first line to read:

…due to changes in such included taxes, duties and rebates after the time…

GC10.1.3 is added as follows:

10.1.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor shall submit for the City's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Work prior to applying for the rebate. The City will then issue a certificate verifying the application.

GC10.1.4 is added as follows:

10.1.4 Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Law relating to taxes, the City may:

.1 withhold an amount from a payment made to the Contractor hereunder; and

.2 pay the withheld amount directly to the competent government authority,

in which case the amount so withheld and paid by the City to the relevant competent government authority shall be deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor, and the Contractor agrees and acknowledges that it shall have no claim against the City for such amount withheld and paid to the competent government authority.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

GC10.2.2 is deleted in its entirety and replaced as follows:

10.2.2 The Contractor shall, except as set out below in this GC10.2.2 and unless otherwise specified in the Contract Documents, obtain and maintain all permits, licences, and certificates and pay all fees required for the performance of the Work, and obtain all necessary access and storage rights for areas outside of the Place of the Work (including without limitation and by way of example only, parking for its workers, the swing arc of any construction crane required for the Work, or storage space for materials) but this shall not **[include any development permit (if applicable) or building permit, which have been obtained by the Consultant, paid for by the City, and issued to the City; nor shall it]**include the obligation to obtain easements or other access rights over the actual Place of the Work.

GC10.2.3 deleted in its entirety and replaced as follows:

10.2.3 The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of all permits**[(except building and development permits but including occupancy permits)]**, licences, inspections and certificates and their procurement. The Contractor will arrange for all inspections and testing required by such permits. The Contractor shall provide to the Consultant copies of all permits and inspection reports from the various authorities as soon as they are received.

GC10.2.5 is amended by revising the first sentence to read:

10.2.5 The Contractor shall be responsible to provide reasonable verification that the Contract Documents are in compliance…

GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

GC11.1 INSURANCE

GC11.1 is deleted in its entirety and replaced as follows:

GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Contractor and Subcontractors shall be required to file with the City on or prior to the date of this Agreement (or at such later time as they become Subcontractors), "Certificates of Insurance" in the form required by the City, and where required by the City's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.1 and GC11.2.

11.1.2 The Contractor and Subcontractors shall be required to file evidence of renewal of the insurance policies required under this GC11.1 and GC11.2 with the City at least fifteen (15) calendar days prior to their expiry.

11.1.3 In addition to the specific requirements set out below, all policies of insurance shall:

.1 be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;

.2 if they are for property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City Insurance Group (as defined below) and all employees and agents of the City Insurance Group;

.3 specifically name the City of Vancouver, the Consultant and their officials, officers, employees, agents and consultants engaged on the Project as additional insureds (collectively referred to as the **"City Insurance Group"**);

.4 be issued by a company or companies authorized to issue insurance policies in British Columbia; and

.5 be issued on a policy form acceptable to the City's Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from a date not later than the date hereof, through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work.

GC11.2 CONTRACT SECURITY

GC11.2 is deleted in its entirety and replaced with the following:

GC 11.2 SPECIFIC INSURANCE COVERAGE

11.2.1 Without restricting the generality of GC12.1 – INDEMNIFICATION, and despite the limits of liability set out in GC12.1 – INDEMNIFICATION, the Contractor and Subcontractors, at their expense, shall retain the following types of insurance:

(a) *Wrap-up Liability Insurance:*

Wrap-up liability insurance protecting the City Insurance Group, the Contractor, and their respective subcontractors, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work, and thereafter, in the case of completed operations coverage for a further period of twenty-four (24) months, and the policy shall provide:

1. broad-form property damage and completed operations coverage;

2. personal injury coverage;

3. blanket contractual liability coverage;

5. contingent employer's liability coverage; and

6. non-owned automobile liability coverage,

and where such further risk exists, the following extensions of coverage shall be included:

1. coverage for shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;

2. coverage for hoist liability;

3. coverage for operation of attached machinery; and

4. contractor's pollution liability coverage, including coverage for asbestos, mould or other hazardous substances.

This insurance shall be for an amount of not less than five million dollars ($5,000,000) per occurrence , and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed ten thousand dollars ($10,000) and the Contractor shall be liable for all deductible amounts.

(b) *Property & Mechanical and Electrical Breakdown Insurance:*

(1) All-risks course-of-construction property insurance in the joint names of the Contractor and the City Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars ($10,000); and

(2) Mechanical and electrical breakdown insurance insuring the interests of the Contractor and the City Insurance Group for not less than the Contract Price.

The following conditions will apply to the property and mechanical and electrical breakdown insurance:

(A) Where the City wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give written notice to the Contractor pursuant to GC13 - Occupancy and if requested the Contractor shall promptly notify the City in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the City's expense.

(B) If, because of such use or occupancy, the Contractor is not requested to or is requested to but is unable to provide coverage, the City upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and mechanical and electrical breakdown insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the City the unearned premiums applicable to the Contractor's polices upon termination of coverage.

(C) The policy shall provide that, in the event of loss or damage, payment shall be made to the City. Loss or damage shall not affect the rights and obligations of either party under the Contract.

(D) The Contractor shall be entitled to receive from the City, in addition to the amount due under the Contract, the amount at which the City's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 – PROGRESS PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.

(E) The Contractor shall be responsible for payment of all deductible amounts.

(F) In the event of loss or damage to the Work arising from the work or act of the City or another Contractor, then the City shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 – PROGRESS PAYMENTS.

(c) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.

(d) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees.

This insurance shall be for a minimum amount of five million dollars ($5,000,000) inclusive per accident.

Where, in the City's opinion, pertinent risk exists, the Contractor is also required to carry the following coverage:

(e) *Hull & Machinery Insurance* in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than ten thousand dollars ($10,000) protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors.

(f) *Protection & Indemnity Insurance* including City's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, any Subcontractor, or their respective employees or agents in an amount no less than five million dollars ($5,000,000) per occurrence and a deductible of not more than ten thousand dollars ($10,000).

11.2.2 If the Contractor or a Subcontractor fails to provide evidence of the required insurance under this GC11 as and when required by the Contract Documents, then the City shall have the right to obtain the insurance and then give evidence of the same to the Contractor and Consultant, and the cost of doing so will then be payable by the Contractor to the City or at the City's option may be deducted from the Contract Price by Change Directive.

GC11.3 CONTRACT SECURITY

GC11.3 is added as follows:

GC11.3 CONTRACT SECURITY

11.3.1 The Contractor shall pay for and deliver to the City, on or prior to the date of this Agreement, a performance bond and a labour and material payment bond, which shall each be for fifty percent (50%) of the Contract Price and shall include provision for, without limitation:

1. payment of any Consultant's and legal expenses incurred by the City in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,

2. payment of additional expenses caused to the City for watchmen's services, light, heat, power, etc. incurred by the City during the period between the Contractor's default under the Contract and the commencement of a new contract,

3. extended guarantee periods, corrections after final payment, and warranty obligations, and

4. coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.

11.3.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the

warranty. Subject to the requirements of this GC11.3, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

11.3.3 The Contractor will give the City Notice in Writing of any material change in the surety within five (5) calendar days of the occurrence.

GC12.1 INDEMNIFICATION

GC12.1.1 is deleted in its entirety and replaced as follows:

12.1.1 The Contractor now indemnifies and shall defend, indemnify and hold harmless the City, the Consultant, the project manager and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees") from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with (A) any wrongful or negligent act, error or omission of, or defective goods supplied by, the Contractor, Subcontractors, Suppliers or their respective employees or agents when attending the Place of the Work or in the performance of the Work, in each case whether or not any one or more of the Indemnitees are contributorily negligent, and (B) any claim made under the Lien Act by a Subcontractor, or a "subcontractor" as defined in the Lien Act. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnitee.

GC12.1.2 is deleted in its entirety and replaced as follows:

12.1.2 The obligation of the Contractor to indemnify the Indemnitees shall be limited to the greater of the Contract Price or five million dollars ($5,000,000) but in no event shall the sum be greater than twenty million dollars ($20,000,000). However, despite any other term of this Contract, in no event will this limitation apply in any way to reduce or limit the indemnity or recovery by either party under any insurance policy or bond required by the Contract Documents and in no event will this limit apply to the Contractor's or the City's obligations to indemnify under GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 –MOULD and GC10.3 – PATENT FEES.

GC12.1.3 is deleted in its entirety and replaced as follows:

12.1.3 The obligation of the Contractor to indemnify the Indemnitees hereunder shall be inclusive of interest and all legal costs.

GC12.1.4 is deleted in its entirety and replaced as follows:

12.1.4 The City and the Contractor shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 –MOULD and GC10.3 – PATENT FEES

GC12.1.5 is deleted in its entirety.

GC12.1.6 is deleted in its entirety and replaced as follows:

12.1.6 In respect of any claim for indemnity or to be held harmless by the City or the Contractor, Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

GC12.1.7 is added as follows:

12.1.7 In the event of any Liability being alleged against or claimed from an Indemnitee in respect of which an indemnity is required to be provided by the Contractor pursuant to GC12.1.1, the following provisions shall apply:

(a) subject to GC12.1.7(b), GC12.1.7(c) and GC12.1.7(d), where it appears that the Indemnitee is or may be entitled to indemnification from the Contractor in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

(i) approval by any relevant insurers (without prejudice to GC12.1.7(e); and

(ii) the Contractor providing the Indemnitee with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Contractor to dispute the claim on behalf of the Indemnitee at the Contractor's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the Indemnitee shall give the Contractor (provided at the Contractor's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

(b) with respect to any claim conducted by the Contractor pursuant to GC12.1.7(a)

(i) the Contractor shall keep the Indemnitee fully informed and consult with it about material elements of the conduct of the claim;

(ii) the Contractor shall not bring the name of the Indemnitee into disrepute; and

(iii) the Contractor shall not pay or settle such claims without the prior consent of the Indemnitee, such consent not to be unreasonably withheld or delayed;

(c) a Indemnitee shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under the Contract Documents) if:

(i) the Contractor is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with GC12.1.7(a); or

(ii) the Contractor fails to comply in any material respect with the provisions of GC12.1.7(e) or GC12.1.7(b);

(d) the Indemnitee entitled to indemnification pursuant to GC12.1.1shall be free at any time to give notice to the Contractor that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which GC12.1.7(a) applies. On receipt of such notice the Contractor shall promptly take all steps necessary to transfer the conduct of such claim to the Indemnitee, and shall provide to the Indemnitee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and

(e) the Contractor shall inform the Indemnitee of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability

arising under this Agreement and in relation to such the Indemnitee shall issue instructions accordingly.

GC12.2 WAIVER OF CLAIMS

GC12.2.1 is deleted in its entirety and replaced as follows:

12.2.1. *Waiver of Claims by City*: As of the date of the Final Certificate for Payment, the City expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from the negligence or breach of Contract by the Contractor except one or more of the following:

.1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;

.2 those arising from the provisions of GC12.1 - INDEMNIFICATION or GC12.3 - WARRANTY;

.3 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 –MOULD and GC10.3 – PATENT FEES and those arising from the Contractor bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Contractor commences the Work; and

.4 those arising from the Contractor's actions, errors, omissions or negligence which result in delays or substantial defects or deficiencies in the Work. "Substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such a manner that all or any part of the Work is unfit for the purpose intended by the Contract Documents.

GC12.2.2 is deleted in its entirety and replaced as follows:

12.2.2 *Waiver of Claims by Contractor*: As of the date of the Final Certificate for Payment, the Contractor expressly waives and releases the City from all claims against the City including without limitation those that might arise from the negligence or breach of Contract by the City except:

.1 those made in writing prior to the Contractor's application for Final Payment and still unsettled; and

.2 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES or GC10.3 - PATENT FEES.

GC12.2.3 is deleted in its entirety and replaced as follows:

12.2.3 GC12.2 - WAIVER OF CLAIMS shall take precedence over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

GC 12.2.4 is deleted in its entirety and replaced as follows:

12.2.4 The City waives and releases the Contractor from all claims referred to in paragraph 12.2.1.4 except claims for which Notice in Writing of claim has been received by the Contractor from the City within a period of six (6) years from the date of Substantial Performance of the Work.

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety.

GC12.2.7 is deleted in its entirety.

GC12.2.8 is deleted in its entirety.

GC12.2.9 is deleted in its entirety.

GC12.2.10 is deleted in its entirety.

GC12.3 WARRANTY

GC12.3.1 is deleted in its entirety and replaced as follows:

12.3.1 The Contractor shall perform the Work in a good and workmanlike manner.

GC12.3.2 is deleted in its entirety and replaced as follows:

12.3.2 The Contractor now warrants that the Work (and all Products) will be free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products) for a period of one (1) year commencing on the issuance of the Certificate of Completion for the Work, and with respect to any Work or Products warranted by a Subcontractor or Supplier for a period of longer than one (1) year after the issuance of the Certificate of Completion, the Contractor now warrants that it has fully and effectively assigned such warranty to the City and that the City may enforce the same to the same extent and in the same manner as if the warranty had been issued directly to the City by that Subcontractor or Supplier.

GC12.3.3 is deleted in its entirety and replaced as follows:

12.3.3 For the purposes of this GC12.3, the phrase, "defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products)"

(a) expressly excludes any and all defects arising from or contributed to by the acts or omissions of the Consultant in the design and specification of the Work as set out in the Drawings, Specifications, or other written instructions or directives issued by the Consultant under this Contract, but only to the extent of the Consultant's defective design or specification, and

(b) expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

GC12.3.4 is deleted in its entirety and replaced as follows:

12.3.4 During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the City. If the Contractor fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the City may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the City will be payable by the Contractor to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Contractor.

GC12.3.5 is deleted in its entirety and replaced as follows:

12.3.5 Where, pursuant to GC13.1 - Occupancy, the City commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Completion for the Work, the warranty period will be deemed to commence from the issuance date despite such prior use.

GC12.3.6 is deleted in its entirety and replaced as follows:

12.3.6 Issuance of the Certificate of Total Performance of the Work will not extinguish any of the Contractor's obligations under this Contract and the Contractor will remain liable to perform and complete all Work and carry out all obligations required under this Contract

GC13.1 OCCUPANCY

GC13.1 is added as follows:

GC13.1 OCCUPANCY

13.1.1 The City reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the Work, providing it does not interfere with the Contractor's Work, as determined by the Consultant.

13.1.2 Such taking possession or use of such Work or part thereof as described in GC13.1.1 shall not be construed as final acceptance of the Work or any part thereof, or an acknowledgement of fulfillment of the Contract.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SCHEDULE 2
LIST OF SPECIFICATIONS AND DRAWINGS

The following is the list of Specifications and Drawings referred to in Article A-3:

[To be added.]

All are incorporated by reference in the form made available by the City via **[Describe means]** on **[Date]**.

SCHEDULE 3
SCHEDULE OF PRICES

[Complete when the Contract is finalized.]

SCHEDULE 4
SUBCONTRACTORS AND SUPPLIERS

The following are Subcontractors that the Contractor will use for the Work:

Subcontractor	Address	Division/Section Of Work
[To be completed.]		

The following are Suppliers that the Contractor will use for the Work:

Supplier	Manufacturer	Address	Item
[To be completed.]			

SCHEDULE 5
PROJECT SCHEDULE

[Insert the construction schedule provided, as accepted by the City.]

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

[Attach copies of performance bond and labour and material payment bond.]

(see attached)

SCHEDULE 7
INSURANCE CERTIFICATES

[Attach copies of insurance certificates for the project provided.]

(see attached)

SCHEDULE 8
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

See file incorporated by reference.

SCHEDULE 9
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

Contract Title_____

Project Manager (City Employee)_____

Contractor Representative_____

Contract Name and No._____

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 Pre-Contract Hazard Assessment Form 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 refer to a completed copy of any "List of Known Workplace Hazards," provided with **[complete]**. The contractor is also responsible to refer to any "Hazardous Materials Assessments," provided by the City with **[complete]**, and possibly referred to in such a "List of Known Workplace Hazards."

INSTRUCTIONS FOR COMPLETION

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

Yes (Y)	this work process or worksite hazard will exist for this contract and is the responsibility of the contractor
No (N)	even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor
Not Applicable (NA)	the work process or worksite hazard is not applicable for this contract

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

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 its 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			Project Manager		
			Yes (Y), No (N) or Not Applicable (NA)		
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				
	(a)	We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in **[complete]**	Y	N	NA
	(b)	We will provide a written hazardous materials assessment for asbestos	Y	N	NA
	(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 start-up	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				
	(a)	We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in **[complete]**	Y	N	NA
	(b)	We will provide a written hazardous materials assessment for lead	Y	N	NA
	(c)	We have a written exposure control program for Lead **(D)**	Y	N	NA
3.	**Other Hazardous Materials**. May include pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____ _____ _____				
	(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 **[complete]**	Y	N	NA
	(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 **[complete]**	Y	N	NA
	(c)	We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
	(d)	We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
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.	
(a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in **[complete]**	Y N NA
(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: _____ _____ _____	
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	
(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: _____ _____ _____	

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
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.			
(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			
(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
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			
(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**			

Hazard or Issue			Project Manager		
			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 start-up 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, Vapours and Dusts**. Cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring				
	(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
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				
	(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**				
	(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

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (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**	
(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
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	
(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)**	
(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	
(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	
(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

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
If yes to (a), describe: _____ _____ _____			
17. **Cranes, Forklifts, and Manlifts**. Heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement			
(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**			
(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 pump-out and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydro-seed services, tree stump grinding, and concrete sawing and removal			
(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**			
(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
(e) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) "Traffic Control Manual for Work on Roadways"	Y	N	NA
We will provide Traffic Control Persons (TCP's) as required by law	Y	N	NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
21. Crystalline Silica Dust	
(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**	
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):	
Contractor's Representative Signature:	Date:
Title:	Phone:

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

	Yes (Y), No (N) or Not Applicable (NA)

		Yes (Y), No (N) or Not Applicable (NA)		
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)				
(a)	Safety Program (WCB OHS Regulation Parts 3.1-3.3)	Y	N	NA
(b)	Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	Y	N	NA
(c)	Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	Y	N	NA
(d)	Respiratory Protection Program (WCB OHS Regulation Part 8.5)	Y	N	NA
(e)	Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	Y	N	NA
(f)	Plan for minimizing risk to public and to workers (City of Vancouver)	Y	N	NA
(g)	Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	Y	N	NA
(h)	Hearing Conservation Program (WCB OHS Regulation Part 7.5)	Y	N	NA
(i)	Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	Y	N	NA
(j)	Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	Y	N	NA
(k)	Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	Y	N	NA
(l)	Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	Y	N	NA
(m)	Fall Protection Plan (WCB OHS Regulation Part 11.3)	Y	N	NA
(n)	Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	Y	N	NA
(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))	Y	N	NA
(p)	Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	Y	N	NA
(q)	Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	Y	N	NA
(r)	First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	Y	N	NA
Summary of Training Requirements (T) of Contractor Employees (for any persons completing this type of work throughout the duration of the contract)				
(a)	Confined Space Entry (WCB OHS Regulation Part 9.8)	Y	N	NA
(b)	Fall Protection (WCB OHS Regulation Part 11.2 (6))	Y	N	NA
(c)	Equipment Operation (WCB OHS Regulation Part 4.3(1)(b)(i)(ii))	Y	N	NA
(d)	Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)			

SCHEDULE 10
FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

[When Contract is finalized, insert table of labour and equipment rates.]