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**INVITATION TO TENDER (“ITT”) NO. [INSERT]  
[INSERT TITLE OF THE PROJECT]**

**FORM OF AGREEMENT**

between

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and

**CITY OF VANCOUVER**

\_\_\_\_\_, 20\_\_\_\_

INVITATION TO TENDER NO. **[INSERT]**  
**[INSERT TITLE OF TENDER]**  
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**[Insert List of Schedules]**

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INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
PART D - FORM OF AGREEMENT

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**FORM OF AGREEMENT**

THIS AGREEMENT is dated for reference [insert date]

BETWEEN:

CITY OF VANCOUVER 453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

(the “Owner”)

OF THE FIRST PART

AND:

[INSERT NAME OF CONTRACTOR]  
[insert address]

(the “Contractor”)

OF THE SECOND PART

**BACKGROUND**

- A. By way of an Invitation to Tender for [insert the name of the project], the Owner requested tenders from general contractors to perform the Work.
- B. In response to the Invitation to Tender, the Contractor submitted a tender dated [insert date].
- C. After evaluating the tenders and obtaining approval of award of this Contract by the City of Vancouver, the Owner issued a Notice of Award to the Contractor thereby creating this Contract with the Contractor for the Work based on the Contractor’s tender.

**THE OWNER 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 the name of the project] located at [insert Place of the Work] for which the Contract Documents have been signed by the Owner and Contractor and for which [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 in the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the
-

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Project, as certified by the Consultant, by the [day] day of [month], [year], in accordance with the Project Schedule, included as 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 the 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**

- (a) The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement: this Agreement and the following Schedules:
- (b) the Definitions and General Conditions of Stipulated Price Contract (CCDC2 - 2008), not attached but incorporated by reference;
- (c) the following Schedules:
- (i) Schedule 1 - 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;
  - (iv) Schedule 4 - Subcontractors and Suppliers;
  - (v) Schedule 5 - Project Schedule;
  - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
  - (vii) Schedule 7 - Insurance Certificate;
  - (viii) Schedule 8 - Owner Pre-Contract Hazard Assessment;
  - (ix) Schedule 9 - Contractor Pre-Contract Hazard Assessment Form;
  - (x) Schedule 10 - Force Account Labour and Construction Equipment Rates,
- (d) the Form of Tender submitted by the Contractor, dated [insert], titled [insert] (incorporated by reference);
- (e) [the Traffic Management Plan provided by the Contractor to the Owner (incorporated by reference)];
- (f) [the Site Specific Safety and Health Plan provided by the Contractor to the Owner (incorporated by reference)]
-

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- 3.1 Capitalized terms used in the Contract Documents will have the meaning ascribed to such terms in the Contract Documents.

**ARTICLE A-4 CONTRACT PRICE**

- 4.1 The Contract Price (which excludes HST but otherwise includes all applicable fees, all municipal taxes, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work) to do, perform and supply all the Work in accordance with, and perform all the obligations specified by the Contract Documents is [insert Contract Price].
- 4.2 All HST payable by the Owner to the Contractor is [insert applicable amount of HST]. This amount is not included in section 4.1.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

**ARTICLE A-5 PAYMENT**

- 5.1 Subject to GC5.2 - *Applications for Progress Payment*, as modified by the Supplementary General Conditions, the Owner will pay the Contract Price to the Contractor together with applicable HST and will deduct and then make payment of the *Lien Act* holdback amount and certified deficiency holdback amounts together with such HST which may be applicable to those payments, all in accordance with the Contract Documents.
- 5.2 The payment for any Work under this Contract made to the Contractor by the Owner 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 or in an award by arbitration or court, interest at the Prime 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 Prime Rate will be 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 or between them and the Consultant will be in writing and sent to the following addresses and will be deemed to be received by the recipient:
- .1 on the date of delivery, if delivered by hand to the individual, a member of the firm or to an officer of the corporation for whom they are intended; or
  - .2 on the day following transmission, if sent by facsimile (and confirmed by documentation of successful fax transmission) or e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
-

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.3 five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption.

- (i) to the Owner at:  
**City of Vancouver** 453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
**[or]**  
2099 Beach Avenue  
Vancouver, British Columbia V6G 1Z4

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

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

- (ii) to the Contractor at:  
**[insert name and address]**

- (iii) to the Consultant at:  
**[insert name and address]**

or such other person, position, address as one party may advise the other from time to time or at any time.

**ARTICLE A-7 LAW OF CONTRACT**

7.1 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**

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

**ARTICLE A-9 TIME OF THE ESSENCE**

9.1 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: \_\_\_\_\_

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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.*

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INVITATION TO TENDER NO. [INSERT]  
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SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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SCHEDULE 1

SUPPLEMENTARY GENERAL CONDITIONS

THE SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC2-2008

**CONTRACT DOCUMENTS ARE MODIFICATIONS OF CCDC 2 -2008**

- 1.1.1 These Supplementary General Conditions amend the Agreement, Definitions and General Conditions of 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 or the Tender Documents to “General Conditions” or “GC” means the General Conditions contained in the 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, defined terms in these Supplementary General Conditions adopt the meanings given thereto in the CCDC 2.
- 1.1.3 To the extent that the *Lien Act* expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, with respect to but only to the extent that, those provisions of the *Lien Act* are deemed to apply to any provisions of these Supplementary Conditions then the provisions set out in the *Lien Act* shall overrule any provision of the Contract Documents that is determined to contradict or contravene the *Lien Act* but only to the extent of such contradiction or contravention.

**1 AMENDMENTS TO THE FORM OF AGREEMENT (CCDC 2)**

Delete Pages 1 to 6 of CCDC 2 consisting of the “Agreement between Owner and Contractor”.

**AMENDMENTS TO THE DEFINITIONS**

The following definitions from CCDC 2 are amended:

Add the following at the end of paragraph 5:

**5. 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 same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

Delete paragraph 6 and replace with the following:

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**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 same in Article A-3 of the Agreement - CONTRACT DOCUMENTS, 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 this Contract.

Add the following at the end of the paragraph 12:

**12. Owner**

...and expressly excludes the Owner while acting in its capacity as a municipal regulatory authority.

Add the following definition of “Owner Caused Event” as a new paragraph 12.A

**12A. Owner-Caused Event**

An Owner-Caused Event is a wrongful act or omission of the Owner, the Consultant or anyone employed or engaged by them directly or indirectly, which is contrary to the express provisions of the Contract Documents, but for further certainty any event which is beyond the reasonable control of the Owner, the Consultant or anyone employed or engaged by them directly or indirectly is deemed to be an Excusable Event and not an Owner-Caused Event.

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 “completed” in the *Lien Act* including as interpreted by section 1(3) thereof and shall be determined as provided therein and herein.

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.

The following definitions shall be added to and will apply in the Contract Documents:

**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.

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**28. Applicable Permits**

Applicable Permits means all necessary approvals, permits, licences and consents required for the performance of the Work.

**29. 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 (see definition of Substantial Performance of the Work) and includes an order made under section 7(5) of the *Lien Act*.

**30. Cost Plus Work**

Cost Plus Work means work that is designated as cost plus work in the Schedule of Prices as accepted by the Owner.

**31. 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, labeling, handling and the like of Hazardous Substances.

**32. Excusable Event**

An Excusable Event means an event or circumstance (i) that is beyond the reasonable control of the Contractor, and its Subcontractors and Suppliers, and could not reasonably have been foreseen by the Contractor or its Subcontractors and Suppliers, and (ii) the impact of which could not have been avoided or substantially avoided by the exercise by them of commercially reasonable measures, but for greater certainty includes (subject to items (i) and (ii) above and subject also to items (v) through (viii) below) any (iii) acts of God, storm, earthquake, flood, fire, lightning, war (declared or undeclared), hostilities, national emergency, civil disturbance or commotion, insurrection, embargo, blockade, import restriction, epidemic, landslide, explosion, and (iv) government order, or regulation or other act of the public authority (except where the order or act results from a party's own acts or omissions or its failure to comply with Applicable Laws or Applicable Permits), but for greater certainty excludes in any event (v) any Site Labour Disturbance, (vi) temperature, precipitation, wind or other weather condition which, in any four week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada, (vii) a circumstance or cause resulting from the fault or negligence or omission of the Contractor or its Subcontractors or Suppliers, or their failure to perform the Contractor's obligations under this Contract including a failure to properly plan or carry out the Work in accordance with the terms hereof, or (viii) an event or circumstance which by the exercise of reasonable diligence could have been avoided or the effect of which could have been mitigated or which arises from a lack of funds.

**33. Final Certificate for Payment**

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

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**34. 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.

**35. Holdback Amount**

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

**36. Lien or Liens**

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

**37. 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 Site.

**38. Lump Sum Work**

Lump Sum Work means Work that is designated as lump sum work in the Schedule of Prices as accepted by the Owner.

**39. Occupancy Permit**

Occupancy Permit means an occupancy permit that has been issued by the City of Vancouver for the Place of the Work pursuant to the City of Vancouver Building By-law No. 9419.

**40. Owner's Site Construction Rules**

Owner's Site Construction Rules means all applicable policies, standards, protocols, rules and directions of Owner with regard to the Project and completion of the Work including those identified in the Specifications, Special Conditions or other Contract Documents.

**41. Schedule of Prices**

Schedule of Prices means the Schedule of Quantities and Prices attached as Schedule 2 to the Agreement.

**42. Site**

Site means the construction location and boundaries shown on the Drawings.

**43. 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 Site.

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**44. 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.

**45. 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

**46. Unit Price Work**

Unit Price Work means Work that is designated as unit price work in the Schedule of Prices as accepted by the Owner.

**47. WorkSafeBC Rules**

WorkSafe BC Rules means the *Workers Compensation Act* (British Columbia) 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 to any statute or regulation that may be passed which supplements or supersedes such regulations

**ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS**

**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 Owner and the Contractor;
    - the Special Conditions (if any);
    - these Supplementary General Conditions;
    - the Definitions from CCDC 2;
    - the General Conditions from CCDC 2;
    - Division 1 of the Specifications (if any);
    - technical Specifications;
    - material and finishing schedule;
    - the Drawings; and
    - the Form of Tender.
-

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**GC1.5 ADVERTISING**

GC1.5.1 is added as follows:

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

**GC2.2 ROLE OF THE CONSULTANT**

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

The Consultant will be the Payment Certifier pursuant to the *Lien Act*. Based on the Consultant's observations and evaluation of the Contractor's application for payment and review of the status of the Work including the Schedule of Work, the Consultant will issue certificates of payment and will issue the Certificate of Completion and the Final Certificate for Payment.

GC2.2.19 is added as follows:

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:

Nothing in GC2.2 shall derogate from or affect the terms and provisions of any contractual or other legal relations between the Owner 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 Owner 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.

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

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

**GC2.3.8** is added as follows:

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) Contractor's submittals; and
  - (b) any and all construction activities;
- .2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the Owner 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 application status of completion made by the Contractor, the Contractor is required to compensate the Owner 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:

Review, monitoring and/or approval by the Consultant or Owner 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:

Acceptance of the Work by the Owner does not free the Contractor from correcting deficiencies as provided in GC2.4 - DEFECTIVE WORK - which are missed 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 Owner 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 Owner may, upon ten (10) days written notice sell such materials with the proceeds

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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:

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 Owner 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 Owner, the cost or value of such work as would have been necessary to correct such non-compliance with the Contract Documents. If the Owner 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:

The Contractor shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and shall 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 Owner's Site Construction Rules and requirements of WorkSafeBC Rules.

**GC3.1.4** is added as follows:

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 bodies or tribunals having jurisdiction or authority over the Work, and with Owner's Site Construction Rules.

**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 Owner's own forces, the Contractor shall:

**GC3.2.2.3** 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 Owner by reason of the deficiencies of the other contractors or the Owner's own forces work except those of which the Contractor was not reasonably aware.

**GC3.2.7** is added as follows:

The Contractor acknowledges that the Site generally and portions of the Project will continue to be used by the Owner and others as described in the Owner's Site Construction Rules and Special Conditions. The Contractor will work simultaneously and harmoniously with others using the Site and use all efforts not to interfere with or delay others.

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**GC3.5 CONSTRUCTION SCHEDULE**

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

... prepare and submit to the Owner and the Consultant within ten (10) Working Days of Issuance of the Notice of Award, 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;

**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:

The Contractor will regularly monitor the progress of the Work and advise the Owner and the Consultant of any revisions to, or any slippage in, the construction schedule and any extensions of the Contract Time as a result of Change Orders issued hereunder.

**GC3.5.3** is added as follows:

The Contractor will submit to the Consultant and the Owner's project manager 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:

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.

**GC3.6 SUPERVISION**

**GC3.6.3** is added as follows:

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 Owner, or as a result of 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:

The Contractor shall indicate in writing those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work. Should the Owner not object before signing the Contract, the Contractor shall employ those Subcontractors or Suppliers so identified by the Contractor in writing for the performance of that portion of the Work to which their bid

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applies. No change of Subcontractors shall be made without cause or written consent of the Consultant and Owner, which consent will not be unreasonably withheld.

**GC3.7.7** is added as follows:

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:

**3.8.1 Union Contractors**

**(a) Open Site**

The Site 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 Owner and other contractors, may employ labour at the Site 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 date of Total Performance of the Work; or
    - (2) not so certified; andrequire 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 date of Total Performance of the Work or are not so certified; and
  - (ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Site 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 date of Total Performance of the Work;
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but if any Site Labour Disturbance occurs and does or may adversely impact on the Owner, 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 Owner in any measures they may take to ameliorate such impact) and the Contractor will be liable to the Owner 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 labour at the Site 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 Site 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 Owner 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 of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory or who breaches the Owner's Site Construction Rules or the terms of this Contract. Any such employee shall be immediately removed from the Site by the Contractor and shall not be employed again on the Project without the prior written approval of the Owner.
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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:

The Contractor shall keep one copy (as opposed to the originally executed set) of current Contract Documents, Shop Drawings, Change Orders, Change Directives, diary record set out in 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 Owner and the Consultant.

**GC3.9.2** is added as follows:

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 include:

1. daily weather conditions;
2. commencement, progress and completion of various portions of the work;
3. dates of all meetings and their purpose; and
4. 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:

The Contractor represents and warrants that it has reviewed all Contract and Tender Documents and inspected and examined the Site 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 Site with the Owner and others, all as described in the Owner's Site Construction Rules and Special Conditions.

**GC3.12 CUTTING AND REMEDIAL WORK**

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

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... unless the Owner 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:

The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, the scope of work or costs included in such cash allowances will:

- (a) 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, and
- (b) will not cover labour or installation, unless (and then only to the extent):
  - (i) specifically stated in the Specifications or Drawings as being included in the cash allowance, or
  - (ii) specifically designated as an itemized or separate price, and is therefore included as an itemized or separate price item,

and otherwise will be deemed to be included in the Contract Price.

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

The Contract Price, and not the cash allowances, includes the Contractor's and Subcontractors' overhead and profit in respect to such cash allowances. Unless noted otherwise, 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 Owner's use, at the Owner'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 Site, 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 Owner at all reasonable times, and the Consultant and the Owner may take copies thereof.

**PART 5 PAYMENT**

**GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

**GC5.1** (including the heading) is deleted in its entirety and replaced with the following:

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**GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS**

- 5.1.1 The Owner 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 Owner's obligations under the Contract. The Contractor now acknowledges that Owner's financial statements as published pursuant to the Financial Information Act (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the Owner's ability to fulfill its obligations under this Contract.
- 5.1.2 The Owner shall give the Contractor Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.
- 5.1.3 The Owner 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 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 measured and actual quantity of each corresponding item of Work necessary for the proper performance and completion of the Work;
  - (ii) if all or part of the Work is designated as Lump Sum Work in the Schedule of Prices, the aggregate of Lump Sum Prices stated in the Schedule of Prices;
  - (iii) the aggregate of all Cash Allowances, if any, specified in the Schedule 2 of the Agreement; and
  - (iv) if all or part of the Work is 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 the Schedule of Prices.
- 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 Holdback Amounts, the Owner shall:
- .1 make progress payments to the Contractor on account of the Contract Price when due, based:
    - (i) on 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 Site but not yet incorporated into the Work, as agreed to by the Owner,together with the Value Added Taxes as are applicable;

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- .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 Amount to the Contractor in respect to the subcontract;
  - .3 upon issuance of the Certificate of Completion (in respect to 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 Amount to the Contractor in respect to this Contract;
  - .4 upon issuance of the Final Certificate for Payment (in respect to Total Performance of the Work), and provided no Liens or other liens have arisen in respect to 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 Owner under the Contract, then such amount shall be paid to the Owner 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 any 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
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overhead and profit. The fixed fee or percentage fee shall be as provided in the Schedule of Prices, except in the case of the valuation of changes in the Lump Sum Work on a cost-plus basis, in which case the applicable percentages shall be limited to the percentages stipulated in GC5.1A.4. In any event, any percentage fee, whether specified in the Schedule of Prices or in this GC5.1A.3.1 shall not be applied to the cost of Construction Equipment for which rates are provided in the "Schedule of Construction Equipment Rates" (if applicable) or labour for which rates are provided in the "Schedule of Labour Rates" (if applicable) set out as Tables 2 and 1 respectively in the Schedule of Force Account Labour and Construction Equipment Rates attached to the Agreement.

- .2 **Cost of the Work:** The cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, except as otherwise specified in the Contract Documents, shall be at rates prevailing in the locality of the Site and, subject to GC5.1A.5, 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 Owner;
  - (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
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- 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 Site;
  - (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, other than 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 or Work done under a Change Directive or Change Order on a cost-plus basis.
- .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, 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 Work done under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.
- .6 **Access to Records:** the Owner 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 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.

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

When Cost Plus Work is performed or a change in the Work is valued on a cost-plus basis, then:

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- (i) the costs of labour will be determined by the labour rates specified in the Schedule of Labour Rates, without mark up, unless otherwise specified therein;
- (ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the Schedule of Construction Equipment Rates, without mark up, unless otherwise specified therein;
- (iii) in the case of changes in Lump Sum Work valued on a cost-plus basis, the amount of subcontracts specified will be subject to a mark up of five percent (5%) for overhead and profit, but all other costs specified in GC5.1A.3.2 will be subject to a mark up of ten percent (10%); and
- (iv) for further certainty, to the extent that any changes involve changes in the estimated quantities of Unit Price Work such changes will be determined solely by the Unit Prices, without mark-up, unless otherwise specified therein.

**5.1A.5 Cost Plus Maximum under Change Order**

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

**5.1A.6 Daily Records for Cost Plus Work under Change Directives**

When a change in Lump Sum Work is valued on a cost plus basis, the Contractor shall prepare and submit to the Owner on a daily basis a report of costs incurred in performing Work under the corresponding Change Directive. The report must identify all such open Change Directives, and summarize on a current basis costs incurred, allocated to the cost of labour, Material and Construction Equipment, and otherwise in such reasonable detail as the Owner may direct.

**GC5.2 APPLICATIONS FOR PROGRESS PAYMENT**

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

- 5.2.1 Applications for payment shall be submitted on or before the last day of each calendar month, dated as of the last day of the month, and be in respect to the Work completed prior to the application being signed (the “**payment period**”).
  - 5.2.2 The amount claimed shall be for 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, as part of the draft Application (see section 5.2.1) 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.
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- 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 applications for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Site 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 Owner has the right to refuse payment for Products delivered to the Site but not incorporated in the Work. The Contractor shall obtain the Owner'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:
    - (i) the Contractor's full name, address and telephone number;
    - (ii) the Owner's purchase order number;
    - (iii) the Owner's project manager;
    - (iv) the application for payment number and date; and
    - (v) the Contractor's HST registration number;
  - .2 be attached to a statement or statutory declaration sworn by an officer of the Contractor which verifies 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 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 Construction 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 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
  - .5 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules;
  - .6 attach the monthly update contemplated by GC3.5.3; and
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.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 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 to the end:

If, after a certificate of payment has been issued to the Owner (and prior to payment by the Owner), 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 and replacing with "this GC5".

**GC5.3.2** is added as follows:

Subject to the provisions of the Lien Act, the Owner may retain a deficiency holdback from progress draws prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund the deficiency holdback at Substantial Performance of the Work

### **GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

**GC5.4** (including the heading) 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 in respect to a subcontract with a Subcontractor, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner an application for a Certificate of Completion of same (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 twenty (20) calendar days after receipt of the Contractor's list and 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

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- .2 issue a Certificate of Completion in respect to 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 Owner and the Contractor.
  - 5.4.3 Immediately following the issuance of the Certificate of Completion for 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 same set out in the Construction Schedule if such date is specified).
  - 5.4.4 The Completion Certificate Application referred to in GC5.4.1 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 include an incomplete or defective item on Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect to 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 Owner 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 Owner 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.
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**GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

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

- 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 Amount,
  - .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 Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
  - .4 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules; and
  - .5 attach copies of a current title search of the Site confirming that no Liens have been registered prior to the time the release of the Holdback Amount 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 Amount (less any previous releases of the Holdback Amount on account of subcontract Certificates of Completion).
- 5.5.3 The Contractor now acknowledges that the Owner is exempt under the regulations of the Lien Act from the requirement to keep the Holdback Amount in a separate holdback account.
- 5.5.4 The Holdback Amount is due and payable as set out in GC5.1.6.4. The Owner may retain out of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Contractor which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.
- 5.5.5 [Intentionally Deleted]

**GC5.6 PROGRESSIVE RELEASE OF HOLDBACK**

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

Any portion of the Holdback Amount in respect to a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The Owner may retain out of the subcontract portion

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of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Contractor which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.

**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 Site 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:

Subject to paragraph 9.4.1 of GC9.4 - CONSTRUCTION SAFETY & WORKPLACEBC RULES, and the *Lien Act*, the Owner 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:

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

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- .1 job site instructions or site memo forms, for immediate authorization on Site in order not to delay the performance of the Work and for changes of a minor nature with no price variation, 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 on method of adjustment and extent of adjustment to Contract Price and Time 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 the contemplated Change Order shall be signed by the Owner and Contractor.

**GC6.1.4** is added as follows:

The Unit Prices, if any, set out in the Schedule of Prices are firm and fixed, and shall not be subject to adjustment as a result of any difference between the estimated quantities shown in such schedule and the corresponding actual quantities whether or not any Change Orders or Change Directives are issued.

**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 and replaced as follows:

Subject to GC6.3.13, the adjustment in the Contract Price for a change in the Work carried out by way of a Change Directive shall be on the basis of the Contractor's actual and properly documented expenditures and savings attributable to the change. If a change in the Work results in expenditures only, the change in the Work shall be valued as Cost Plus Work in accordance with GC5A. - BASIS OF PAYMENT. If a change in the Work results in savings only, the amount of the credit shall be the actual cost savings to the Contractor, without deduction for overhead or profit. If a change in the Work results in both expenditures and savings, overhead and profit on the Work shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.

**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:

If the Contractor discovers conditions at the Place of the Work which are subsurface or otherwise concealed physical conditions at the Site which existed before the commencement of the Work, could not reasonably have been discovered by proper investigation by the Contractor

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under GC3.10.13, and which 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:

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 Owner, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

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

If such concealed or unknown conditions relate to Hazardous Substances, artifacts 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.

## **GC6.5 DELAYS**

**GC6.5** is deleted in its entirety and replaced as follows:

### **6.5.1 Delay Claims Limited**

The Contractor shall be entitled to an extension of the Contract Time and/or an adjustment to the Contract Price or other compensation for delay, howsoever caused, if and to the extent only expressly permitted under this GC6.5 or in respect of a change in the Work, in each case as authorized only by a Change Order and in no event will these provisions apply to delays arising directly or indirectly from the Contractor's Shut-Down-Obligations (as defined in Part F - Special Conditions).

### **6.5.2 Excusable Event**

If the Contractor is delayed in the performance or completion of the Work by an Excusable Event, then, subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Contractor, as being required to accommodate the anticipated impact on the Contract Schedule of the Excusable Event. Any such time extension shall be confirmed by Change Order under GC6.1. The Contractor shall not be entitled to make or enforce any claim against Owner for any change in the Contract Price or other compensation as a result of an Excusable Event.

### **6.5.3 Owner-Caused Event**

If the Contractor is delayed in the performance or completion of the Work by a Owner-Caused Event, then subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Contractor, as being required to accommodate the anticipated impact on the Contract Schedule of the Owner-Caused Event, and the Contract Price shall be adjusted to compensate the Contractor

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for the reasonable direct costs incurred, or anticipated to be incurred, by it as a result of the delay.

**6.5.4 Claim Conditions**

The right of the Contractor to an extension of the Contract Time, and/or an adjustment of the Contract Price under this GC6.5 is subject to the conditions that:

- .1 **Timely Notice:** The Contractor gives the Owner prompt written notice of the delay, the nature of the Excusable Event or the Owner-Caused Event, as the case may be, and its intent to submit a claim for time extension and/or adjustment of the Contract Price, and in any event, such notice must be given not later than five (5) Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;
  - .2 **Claim Details:** The Contractor promptly gives the Owner details of its claim, including the time required to accommodate the anticipated impact on the Contract Schedule, and if applicable, the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay, and in any event such details must be given not later than fourteen (14) Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;
  - .3 **Mitigation Measures:** The Contractor has taken, and continues to take, all reasonable measures, including those, if any, recommended by the Owner to minimize the impact of the delay on the Contract Schedule, and in the case of a claim for adjustment of the Contract Price, all reasonable measures, including those, if any, recommended by the Owner, to minimize the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay;
  - .4 **Critical Path Impacted:** No extension of time and/or adjustment of the Contract Price or other financial compensation will be granted, unless the Excusable Event or the Owner-Caused Event, as the case may be, has an adverse impact on the critical path established by the Contract Schedule;
  - .5 **Concurrent Delays:** If there are concurrent delays and impacts, some of which entitle the Contractor to relief under this GC6.5 and some of which do not, the Contractor is not entitled to relief under this GC6.5, the Contractor shall be entitled to an extension of the Contract Time, and if applicable an adjustment of the Contract Price in respect of a Owner-Caused Event, only to the extent that the delays entitling the Contractor to relief under this GC6.5 exceed those that do not so entitle the Contractor to such relief; and
  - .6 **No Cumulative Impact Claims:** Each claim under this GC6.5 based in whole or in part on a particular event must be submitted and will be considered and assessed separately, and the Contractor may not make or enforce any claim under this GC6.5 or otherwise for the cumulative impact on schedule or on cost of two or more such events.
  - .7 **Acceleration/Suspension of the Work**
    - (a) **Notice:** The Contractor shall give the Owner notice of any delay in the performance of the Work, howsoever caused, and any event or circumstance that could reasonably be expected to cause such delay. The notice shall be
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given promptly after the delay, event or circumstance is known to the Contractor. The notice shall be accompanied by details of the Contractor's plan to avoid or mitigate the duration and adverse impact of the delay.

- (b) **Acceleration Order:** If there is a delay, or threatened delay, in the performance of the Work, or if the Owner wishes to accelerate the Work for its convenience, the Consultant, after consultation with the Contractor, may order the Contractor to accelerate the Work, including by way of the provision of additional labour, including overtime work, and Construction Equipment. Each acceleration order must be in writing and signed by the Consultant. The Contractor shall comply promptly with any order given under this GC6.5.4.7(b).
- (c) **Cost Allocation:** If the delay, or threatened delay, in respect of which an order is made under GC6.5.4.7(b) does not entitle the Contractor to an extension of the Contract Time under GC6.4, including any delay or threatened delay caused by the Contractor, or any Subcontractor, Supplier or other person for whose acts and omissions the Contractor is responsible under the Contract, then all costs incurred by the Contractor in complying with the order will be for the Contractor's account. If the delay, or threatened delay, would entitle the Contractor to an extension of the Contract Time under GC6.4, then the Consultant, in lieu of granting such extension in whole or in part, shall issue a Change Directive and/or a Change Order under GC6.1, and the Contract Price will be adjusted accordingly.
- (d) **Owner's Right to Suspend the Work:** The Owner, at any time and from time to time, may suspend the performance of the Work, in whole or in part, for a period not exceeding ninety (90) days as to any one suspension, by notice to the Contractor. The Contractor shall comply promptly with any notice given under this GC6.5.4.7(d), and shall resume full performance of the Work promptly on notice from Owner to do so. Owner shall pay to the Contractor the documented costs reasonably incurred by it as a consequence of the suspension, such cost to include the incremental costs of demobilization and remobilization, Construction Equipment rental or standby charges, Materials storage, bonding and insurance costs, overhead and similar costs payable by the Contractor to Subcontractors, but excluding any allowance for profit or loss of profit, all such costs to be certified by the Consultant and confirmed by Change Order. The Contractor shall use all commercially reasonable efforts to avoid or minimize such costs, including following any reasonable written directions given by Owner for that purpose.

#### 6.5.6 Protect Work During the Delay

During any delay or suspension of the Work, the Contractor shall maintain adequate surveillance of the Work and undertake such maintenance and protection of the Work as may be reasonable to maintain public safety and to protect materials, plant and equipment already installed in the Work or delivered to the Place of Work, and shall provide any other protective measures as may be described in the Contract Documents.

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**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 Owner may terminate the Contract at any time for the convenience of the Owner by notice given to the Contractor. If 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 Owner;
- (b) the Contractor shall remove from the Site 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 Owner 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 Owner 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" and by adding the following to the beginning of the first sentence as follows:

Except for the period during which an Owner-initiated suspension under GC6.5.4.7(d) is in effect or subsequently takes effect,

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:

the Owner 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:

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corrected within fourteen (14) Working Days

**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 Owner 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 Owner 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 Owner's project manager and the Contractor's principal representative on Site within three (3) Working Days after the dispute arises, or the Owner's project manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the Owner'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 Owner 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:

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

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**GC8.2.9** is added as follows:

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:

The Contractor shall protect the Work, Products delivered to the Site and the Owner’s property and property on or adjacent to the Site 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 Owner, other contractors, their agents and employees.

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

Should damage to the Work, Products delivered to the Site, the Place of Work, the Owner’s property ...

**GC9.1.5** is added as follows:

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:

For the purposes of the Contract, the Owner 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:

Prior to the Contractor commencing the Work, the Owner 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 Owner 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:

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Unless the Contract expressly provides otherwise, the Owner 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:

Except as previously disclosed in writing by the Owner 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:
  - .1 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 applicable levels contrary to the requirements of applicable Environmental Law, and
  - .2 immediately report the circumstances to the Consultant and the Owner by Notice in Writing.

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

If the Owner 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 on the Place of the Work, the Owner shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the Owner shall pay for the cost of the expert's investigation and report. The Owner 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:

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 on 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:

If the Owner 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

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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 Owner'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 Owner for all resultant costs and expenses reasonably incurred by the Owner; and
- .4 indemnify the Owner as required by GC12.1 - INDEMNIFICATION

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

If the Owner 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 not responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the Owner shall promptly at the Owner'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 reasonably cost 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:

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:

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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 Owner and the Consultant. As shall, as between the Owner and the Contractor, all Historical Items shall be, and shall be deemed to be, the absolute property of the Owner 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:

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 on the Place of the Work.

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

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 Owner’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 “&WORKSAFEBBC RULES” to the end.

**GC9.4.2** is added as follows:

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 all Applicable Laws relative to occupational health and safety, including the discharge of all duties of the “Prime Contractor” under the Workers Compensation Act (British Columbia), notwithstanding that the Owner, the Consultant or an other contractor may provide from time to time some of the services normally provided by such “Prime Contractor”. In this GC9.4 “Prime Contractor” means the contractor so defined under the Workers Compensation Act (British Columbia).

**GC9.4.3** is added as follows

If the Contractor is the “Prime Contractor”, the Contractor shall:

- a. *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;
  - b. *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;
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- c. *Site Meetings:* conduct regular safety meetings at the Site, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Consultant on a weekly basis;
- d. *Safety Equipment:* supply and maintain at the Site all safety equipment necessary to protect workers and others from accident or injury; and
- e. *First Aid:* supply and maintain at the Site all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Site, and establish an emergency procedure for prompt removal of any such person from the Site to a hospital, clinic or medical office for further treatment.
- f. *Notice to Project:* prior to commencement of construction, the Contractor will:
  - (1) complete and file a “Notice of Project” with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules;
  - (2) post the Notice of Project at the Site, and
  - (3) provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Site.

**GC9.4.4** is added as follows

If, or for so long as the Contractor is not the “Prime Contractor”, the Contractor shall:

- a. *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;
- b. *Compliance with Directions:* comply with all reasonable directions issued by the “Prime Contractor” regarding compliance with Applicable Laws, and rules established by the Owner, relative to occupational health and safety; and
- c. *Site Safety Meetings:* attend all Site safety meetings convened by the “Prime Contractor”.

**GC9.4.5** is added as follows

Whether or not the Contractor is the “Prime Contractor”, it shall:

- a. *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 Site 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;
  - b. *Written Confirmation:* confirm in writing each report made under subparagraph (a); and
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- c. *Owner Policy:* respect and adhere to Owner's safety and training policies relative to the Site and the Work.

**GC9.4.6** is added as follows

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

**GC9.4.7** is added as follows:

The Contractor shall indemnify and save harmless the Owner 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:

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:

The Contractor agrees that the Owner 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 Owner to the Contractor. The Owner 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:

Within ten (10) Business Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor's and all Subcontractor's WorkSafeBC registration numbers.

**GC9.4.11** is added as follows:

Within ten (10) Working Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

**GC9.4.12** is added as follows:

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The Contractor may or may not have received, as part of the Contract Documents, a “Pre-Contract Hazard Assessment” prepared by or for the Owner pursuant to the Owner’s statutory obligations under the WorkSafeBC Rules (Section 119 of the Act) as an “owner of a workplace”. Despite the Owner’s statutory obligations, the Contractor now acknowledges and agrees that the Contractor may not rely on the “Pre-Contract Hazard Assessment” and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner’s obligations under Section 119 of the *Workers’ Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner staff and departments in order to ascertain what, if any, information is known or has been recorded by Owner staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner staff and Owner records for this purpose. Within ten (10) Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will complete such due diligence inquiries and must complete and deliver written confirmation, in the form of Schedule 9, Contractor's Pre-Contract Hazard Assessment, to the Consultant prior to the Owner being obligated to issue the Notice to Proceed.

**GC9.4.13** is added as follows:

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

- .1 unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
- .2 the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor’s obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC 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:

The Contractor agrees to retain a full-time construction safety officer for projects governed by Section 1.8 and Sub-section 1.10.5 of the 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:

If the Contractor or the Owner observes or reasonably suspects the presence of mould of the nature and quantity at the Place of the Work such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the

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health and safety of persons, the remediation of which has not been separately arranged by the Owner 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 Owner 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 Owner shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.2, the Owner shall pay for the cost of the expert's investigation and report. The Owner 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:

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 Owner'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 Owner for all resultant costs and expenses reasonably incurred by the Owner; and
- .4 indemnify the Owner as required by GC12.1 - INDEMNIFICATION.

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

If the Owner and the Contractor agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould on the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of

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persons, and that the Contractor or anyone for whom the Contractor is responsible is not responsible for the presence of such mould, the Owner shall promptly at the Owner'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, and

#### **GC10.1 TAXES AND DUTIES**

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

The Contractor shall allow for the payment by the Contractor of all 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 that the Owner shall not be liable for any of the said items and agrees to indemnify and save harmless at all times the Owner from and against all claims which may be made with respect thereto. The Owner will pay the Contractor the amount of the Value Added Taxes as indicated in ARTICLE A-4 CONTRACT PRICE of the AGREEMENT but its cost shall be excluded from the Contract Price.

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

...in such included taxes, duties and rebates...

**GC10.1.3** is added as follows:

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 Owner'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 Owner will then issue a certificate verifying the application. The Contractor acknowledges its submission of its Tender Form and agreement to the Contract Price on the basis that the Contractor will be entitled to all such rebates.

#### **GC10.2 LAWS, NOTICES, PERMITS AND FEES**

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

The Contractor shall, except as set out below in this GC10.2.2 and unless otherwise specified in the Contract Documents, obtain and 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 Site (including without limitation and by way of example only, parking for its workers, swing arc of any construction crane required for the Work, or storage of

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materials) but this shall not include the development permit and building permit which have been obtained by the Consultant, paid for by the Owner, and issued to the Owner, nor shall it include the obligation to obtain easements or other access rights over the actual Site.

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

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:

The Contractor shall be responsible to provide reasonable verification that the Contract Documents ...

#### **GC10.4 WORKERS' COMPENSATION**

**GC10.4** is deleted in its entirety.

### **PART 11 INSURANCE AND CONTRACT SECURITY**

**GC11.1 INSURANCE (including the heading)** 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 Owner within ten (10) Working Days of issuance of the Notice of Award, a Certificate of Insurance, and where required by the Owner'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.

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

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

- .1 be endorsed so as to provide for thirty (30) calendar prior notice to the Owner of cancellation, lapse or material change;
  - .2 if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the Owner Insurance Group (as defined below) and all employees and agents of the Owner Insurance Group;
  - .3 specifically name the City of Vancouver and the Consultant as additional insureds (collectively referred to in this GC11 as the "Owner Insurance Group");
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- .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 Owner's Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from no later than the ten (10) Working Days after issuance of the Notice of Award 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 SPECIFIC INSURANCE COVERAGE** is added as follows:

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 shall provide at the Contractor's expense the following types of insurance:

- (a) **Wrap Up Liability Insurance** protecting the Owner 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 shall contain the following extensions of coverage:

- .1 Broadform Property Damage and completed Operations;
- .2 Personal Injury;
- .3 Blanket Contractual Liability;
- .4 Cross Liability and Severability of Interests Clause;
- .5 Contingent Employer's Liability; and
- .6 Non-owned Auto Liability,

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

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- .1 Shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
- .2 Hoist liability;
- .3 Operation of attached machinery; and
- .4 Contractor's pollution liability 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) inclusive per, 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 and Boiler Insurance**

- (1) **All-Risks Course of Construction Property Insurance** in the joint names of the Contractor and the Owner 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 sum of the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000).
- (2) **Boiler Insurance** insuring the interests of the Contractor and the Owner Insurance Group for not less than the replacement value of boilers and pressure vessels forming part of the Work.
- (3) **Occupancy by Owner:** Where the Owner 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 Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense.

If, because of such use or occupancy, the Contractor is not requested to or is requested to but is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler 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 Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- (4) **Owner to be Loss Payee:** The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time relative to the extent of the
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loss or damage as the Consultant may decide in consultation with the Contractor.

- (5) **Payment for Loss or Damage.** The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds 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.
- (6) **Deductibles:** The Contractor shall be responsible for payment of all deductible amounts.
- (7) **Loss Caused by Other Contractor:** In the event of loss or damage to the Work arising from the work or act of the Owner or an other Contractor, then the Owner, 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 Owner's opinion, marine 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 Owner'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, 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).
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**GC11.3 FAILURE TO INSURE** is added as follows:

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

**GC11.2 CONTRACT SECURITY**

**GC11.2** (including the heading) is deleted in its entirety and renumbered as follows:

**GC11.4 CONTRACT SECURITY**

11.4.1 The Contractor shall pay for and deliver to the Owner, within ten (10) working Days of issuance of the Notice of Award, 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, but shall not be limited to:

- .1 payment of any Consultant's and legal expenses incurred by the Owner 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 Owner for watchmen's services, light, heat, power, etc. incurred to the Owner during the period between the default of the original Contract and the commencement of the 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.

11.4.2 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 GC11.4, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

11.4.3 The Contractor will give the Owner 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:

The Contractor now indemnifies and shall defend, indemnify and hold harmless the Owner, 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

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at law including contract, tort or statute and howsoever caused, arising from or in any way connected with 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 Site or in the performance of the Work, whether or not any one or more of the Indemnitees are contributorily negligent. 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:

The obligation of the Contractor to indemnify hereunder 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 Owner'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:

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

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

The Owner 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:

In respect to any claim for indemnity or to be held harmless by the Owner or the Contractor:

- .1 Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

**GC12.1.7** is added as follows:

GC12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC1.3 -RIGHTS AND REMEDIES.

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**GC12.2 WAIVER OF CLAIMS**

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

**Waiver of Claims by Owner:** As of the date of the Final Certificate for Payment, the Owner 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 GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, 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:

**Waiver of Claims by Contractor:** As of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of Contract by the Owner 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 GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

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

GC12.2 - WAIVER OF CLAIMS shall govern 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:

The Owner 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 Owner within a period of six (6) years from the date of Substantial Performance of the Work.

GC12.2.5 is deleted in its entirety.

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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:

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

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

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 for any Work and 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 Owner and that the Owner may enforce same to the same extent and in the same manner as if the warranty had been issued directly to the Owner by that Subcontractor or Supplier.

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

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:

During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the Owner. 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 Owner 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 Owner will be payable by the Contractor to the Owner within seven (7) calendar days of receiving an invoice from the Owner for same. In the event of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, or

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**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

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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:

Where, pursuant to GC13.1 - Occupancy, the Owner 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:

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**

**GC13.1.1** is added as follows:

The Owner 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 determined by the Consultant.

**GC13.1.2** is added as follows:

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**

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INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 2 (PART D - FORM OF AGREEMENT)

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SCHEDULE 2  
LIST OF SPECIFICATIONS AND DRAWINGS

The following is the list of Specifications and Drawings referred to in Article A-3:

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INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 3 (PART D - FORM OF AGREEMENT)

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SCHEDULE 3  
SCHEDULE OF PRICES

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INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 4 (PART D - FORM OF AGREEMENT)

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SCHEDULE 4  
LIST OF SUBCONTRACTORS AND SUPPLIERS

---

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 5 (PART D - FORM OF AGREEMENT)

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SCHEDULE 5  
PROJECT SCHEDULE

---

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 6 (PART D - FORM OF AGREEMENT)

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SCHEDULE 6  
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

---

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 7 (PART D - FORM OF AGREEMENT)

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SCHEDULE 7  
INSURANCE CERTIFICATE

---

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 8 (PART D - FORM OF AGREEMENT)

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SCHEDULE 8  
OWNER PRE-CONTRACT HAZARD ASSESSMENT FORM

OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Contract Title \_\_\_\_\_

Project Manager (City employee) \_\_\_\_\_

Contract Name and No. (if known) \_\_\_\_\_

**PURPOSE**

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

**DEFINITIONS**

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

**INSTRUCTIONS FOR COMPLETION**

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

**Yes (Y)**                      the known worksite hazard or existing work process hazard does exist

**No (N)**                        the known worksite hazard or existing work process hazard does not exist\*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

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

**Not Applicable (NA)**    the worksite hazard or existing work process is not applicable for this contract type

**INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY**

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include

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**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 8 (PART D - FORM OF AGREEMENT)**

asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

**ASSISTANCE IN COMPLETING THIS DOCUMENT**

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

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
<b>1. Asbestos-containing Materials.</b> 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) Asbestos containing materials (ACM) will be encountered	Y	N	NA
(b) A hazardous materials assessment for asbestos is provided in the tender package	Y	N	NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y	N	NA
<b>2. Lead-containing Materials.</b> 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) Inorganic lead-containing materials may be encountered	Y	N	NA
(b) A hazardous materials assessment for lead is provided in the tender package	Y	N	NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	Y	N	NA
<b>3. Other hazardous materials.</b> May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here)  _____  _____  _____			
(a) A hazardous materials assessment for ammonia is provided in the tender package	Y	N	NA
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package;	Y	N	NA

**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 8 (PART D - FORM OF AGREEMENT)**

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y	N	NA
<b>4. Confined Spaces.</b> 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) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package;	Y	N	NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	Y	N	NA
(c) the contractor shall be responsible for isolation and lockout procedures.	Y	N	NA
<b>5. Lock Out.</b> 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) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	Y	N	NA
(b) work will be performed on or near energized equipment, lines, or circuits	Y	N	NA
If yes to (a) or (b) describe:  _____  _____  _____			
<b>6. Fall Protection.</b> 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) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y	N	NA
(b) Scaffolding or ladders will be required to be secured to a building or structure	Y	N	NA
<b>7. Overhead and Underground Utilities.</b> Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting			

**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 8 (PART D - FORM OF AGREEMENT)**

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y	N	NA
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	Y	N	NA
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	Y	N	NA
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y	N	NA
<p>If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<b>8. Construction, Excavation, Shoring and Demolition</b>			
(a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	Y	N	NA
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
<b>9. Chemicals, Solvents, Fumes, Vapors, And/Or Dusts (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</b>			
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	Y	N	NA
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y	N	NA



INVITATION TO TENDER NO. [INSERT]  
 [INSERT TITLE OF TENDER]  
 SCHEDULE 8 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
If yes to (a), list the work processes and/or chemicals in use: _____ _____ _____	
<b>10. Noise</b> (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	Y    N    NA

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) _____ _____
(b) _____ _____
(c) _____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print):	
Project Manager Signature:	Date:
Title:	Phone:

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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SCHEDULE 9  
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

CONTRACTORS PRE-WORK HAZARD IDENTIFICATION

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-Work Hazard Identification document to the Project Manager (City employee) for review and consultation before the contract work begins.

**REFERENCE MATERIAL**

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

**INSTRUCTIONS FOR COMPLETION**

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

**Yes (Y)**                      this work process or worksite hazard will exist for this contract and are 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 this hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create this hazard or issue.

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INVITATION TO TENDER NO. [INSERT]  
 [INSERT TITLE OF TENDER]  
 SCHEDULE 9 (PART D - FORM OF AGREEMENT)

**DOCUMENTATION AND TRAINING REQUIREMENTS**

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

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

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

**HAZARDOUS MATERIALS**

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

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
1. <b>Asbestos-containing Materials.</b> 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 the tender package	Y	N	NA
(b) We will provide a written hazardous materials assessment for asbestos	Y	N	NA
(c) We have a written Asbestos Program <b>(D)</b>	Y	N	NA
(d) As Prime Contractor, we will submit a Notice of Project Asbestos(NOP-A) to WorksafeBC at least 24 hours in advance of the project startup	Y	N	NA
2. <b>Lead-containing Materials.</b> 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 the tender package	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 <b>(D)</b>	Y	N	NA

INVITATION TO TENDER NO. [INSERT]  
 [INSERT TITLE OF TENDER]  
 SCHEDULE 9 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
3. <b>Other Hazardous Materials.</b> May include pcb's, cfc's, molds, 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 the tender package	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 the tender package	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
4. <b>Confined Spaces.</b> 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 the tender package	Y	N	NA
(b) We have a written confined space entry program <b>(D)</b>	Y	N	NA
(c) Our employees have received confined space training <b>(T)</b>	Y	N	NA
(d) We shall complete a confined space hazard assessment specific to the work to be performed <b>(D)</b>	Y	N	NA
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work <b>(D)</b>	Y	N	NA
(f) We shall identify and record isolation points <b>(D)</b>	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 <b>(D)</b>	Y	N	NA
(h) We will provide for the services of rescue persons	Y	N	NA

**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)**

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
If yes to (g), provide brief description:  _____  _____			
<b>5. Lock Out.</b> 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
<b>Note:</b> 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:  _____  _____			
<b>6A. Fall Protection.</b> 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 <b>(D)</b>	Y	N	NA
(c) Our employees who will be required to use fall protection have received training <b>(T)</b>	Y	N	NA

INVITATION TO TENDER NO. **[INSERT]**  
**[INSERT TITLE OF TENDER]**  
**SCHEDULE 9 (PART D - FORM OF AGREEMENT)**

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
If yes to (a), describe:  _____  _____  _____			
<b>6B. Scaffolding and Ladders.</b> 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
<b>7. Overhead Power Lines and Underground Utilities.</b> 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 <b>(D)</b>	Y	N	NA
<b>8. Construction, Excavation, shoring and Demolition</b>			
(a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 24 hours in advance of the project startup date	Y	N	NA
(b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
(c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work <b>(D)</b>	Y	N	NA

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(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 <b>(D)</b>	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
<b>9. Chemicals, Solvents, Fumes, Vapours and Dusts.</b> 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
<b>10. Noise and Vibration.</b> 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 <b>(D)</b>	Y	N	NA
(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y	N	NA
<b>11. Occupational Health and Safety Program</b>			
(a) We have a written Safety Program <b>(D)</b>	Y	N	NA
(b) We will make regular inspections of all workplaces	Y	N	NA
(c) We will immediately investigate any reported unsafe conditions and correct as required	Y	N	NA
(d) We will investigate all incidents and provide written incident reports to the Project Manager	Y	N	NA
(e) We will develop a written plan <b>(D)</b> 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

INVITATION TO TENDER NO. [INSERT]  
 [INSERT TITLE OF TENDER]  
 SCHEDULE 9 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
<b>12. First Aid</b>			
(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 <b>(D)</b>	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
<b>13. Fire Protection.</b> 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
<b>14. Personal Protective Equipment (PPE)</b>			
(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 <b>(D)</b>	Y	N	NA
<b>15. Respiratory Protection</b>			
(a) The work will involve materials or processes requiring respiratory protection	Y	N	NA
(b) We have a written respiratory protection program <b>(D)</b>	Y	N	NA
<b>16. Tools Machinery and Equipment</b>			
(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. <b>(T)</b>	Y	N	NA



INVITATION TO TENDER NO. **[INSERT]**  
**[INSERT TITLE OF TENDER]**  
**SCHEDULE 9 (PART D - FORM OF AGREEMENT)**

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
If yes to (a), describe:  _____			
<b>17. Cranes, Forklifts, and Manlifts.</b> 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) <b>(T)</b>	Y	N	NA
(d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y	N	NA
<b>18. Rigging</b>			
(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
<b>19. Motor Vehicles and Heavy Equipment.</b> Goods delivery, personnel transportation services, trailer relocation services, oil/water pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal			
(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
<b>20. Traffic Control</b>			
(a) There will be uncontrolled movement of vehicular traffic at the worksite	Y	N	NA
(b) We will develop a written traffic control plan <b>(D)</b>	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

INVITATION TO TENDER NO. [INSERT]  
 [INSERT TITLE OF TENDER]  
 SCHEDULE 9 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
We will provide Traffic Control Persons (TCP's) as required by law	Y	N	NA
<b>21. Crystalline Silica Dust</b>			
(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
<b>22. Additional Concerns</b>			
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) _____			

<b>PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY</b>	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

**INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)**

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY			
Name (print):			
Title:		Phone:	
			<i>Yes (Y), No (N) or Not Applicable (NA)</i>
<b>Summary of Documentation (D) to be Provided by the Contractor upon request by the City of Vancouver</b> (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

INVITATION TO TENDER NO. **[INSERT]**  
**[INSERT TITLE OF TENDER]**  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
<b>Summary of Training Requirements (T) of Contractor Employees</b> (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)			

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INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
SCHEDULE 10 (PART D - FORM OF AGREEMENT)

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SCHEDULE 10  
FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

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