



INVITATION TO TENDER No. PS08217 (the "ITT")
CONSTRUCTION OF BYLAW IMPOUND LOT

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, February 17, 2009 and publicly opened and registered at 11:00:00 A.M Wednesday, February 18, 2009.

NOTES:

1. Tenders are to be submitted in sealed envelopes or packages marked with the Tenderer's Name and the ITT Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. DO NOT SUBMIT TENDERS BY FAX.

All queries related to this ITT shall be submitted
in writing to the attention of:

Wendy Corneau, B.Sc.
Contracting Specialist

Fax: 604-873-7057

E-mail: purchasing@vancouver.ca

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CONSTRUCTION OF BYLAW IMPOUND LAW
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**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART A - INVITATION TO TENDER**

1.0 Introduction

- 1.1 The City hereby invites Tenders for the construction of a City Bylaw Impound Lot to be located at 425 Industrial Avenue in the City of Vancouver, which is generally described as a surface parking lot with perimeter lighting, landscaping, security fencing and access gates off of Industrial Avenue and Scotia Street, and a one storey 2,450 sq. ft administration building, as fully described herein.

The Work will be managed on the City's behalf by an engineering/architectural consultant engaged by the City as an independent contractor for design and management purposes in relation to the Work.

- 1.2 The Tender Documents can be downloaded from the City's website at <http://vancouver.ca/fs/bid/bidopp/openbid.htm>
- 1.3 A CD containing Part G - City Road Specifications and Detail Drawings and Part H - On-site Specifications and Drawings is available for pick up during normal business hours after 1:00PM on Wednesday, January 7, 2009 at:

Purchasing Services Office
City Square
Suite 320, East Tower, 3rd Floor
555 West 12th Avenue
Vancouver, B.C.
V5Z 3X7

- 1.4 The Tender Documents are also available for viewing at:

Vancouver Regional Construction Association
3636 East 4th Avenue
Vancouver, BC V5M 1M3

2.0 Examination of Tender Documents

It is the responsibility of the Tenderers to thoroughly examine the Tender Documents and to regularly check the City's website, at <http://www.vancouver.ca/bid/fs/bidopp/openbid.htm>, prior to the Closing Time, for amendments, addenda, and questions and answers relating to the ITT.

3.0 Site Meeting

Tenderers should attend an on-site meeting on Tuesday, January 20, 2009, commencing at 9:00 AM. Tenderers should assemble outside of the security gates at 425 Industrial Avenue in Vancouver, BC., immediately after which, Tenderers will be asked to relocate for a question and answer period at the National Works yard, located at: 701 National Avenue, Vancouver, BC, V6A 4L3.

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PART A - INVITATION TO TENDER**

Date and Time: January 20, 2009 at 9:00 AM

Location: 425 Industrial Avenue
Vancouver, BC

4.0 Inquiries

- 4.1 All communications relating to the ITT are to be directed to the contact person(s) named on the cover page.
- 4.2 All inquiries relating to the ITT are to be in written form only and faxed or e-mailed to the attention of the appropriate contact person(s) shown on the cover page at least five (5) working days prior to the Closing Time. If required, an addendum will be issued to all parties, who have submitted Response Notification Forms, and posted on the City's website noted above.

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CONSTRUCTION OF BYLAW IMPOUND LAW
PART B - INSTRUCTIONS TO TENDERERS**

1.0 DEFINITIONS

- 1.1 "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*, SBC 1953, c.55;
- 1.2 "City Council" means the City's City Council;
- 1.3 "Claims" means any complaints, demands, claims, actions, suits, proceedings, orders and judgments for any injury, loss, damage, liability, deficiency, cost or expense of any kind arising in any way in connection with the ITT, the Contract or the Work;
- 1.4 "Closing Time" means the date and time set out on the cover page of the ITT;
- 1.5 "Consultant" means the engineering/architectural consultants the City has engaged as independent contractors for design and construction management purposes in relation to the Work, Stantec Consulting Ltd. and Golder Associates;
- 1.6 "Contract" means the legal agreement between the City and the successful Tenderer regarding the performance of the Work, coming into existence upon City Council approving a Tender;
- 1.7 "Contractor" means the Tenderer with whom the City enters into a Contract;
- 1.8 "Form of Agreement" means the form of agreement contained in Part D of the ITT;
- 1.9 "Form of Tender" means the form of tender document contained in Part C of the ITT;
- 1.10 "General Conditions" or "GC" means the General Conditions attached hereto as Part E;
- 1.11 "Information and Privacy Legislation" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- 1.12 "Supplementary General Conditions" or "SGC" means the Supplementary General Conditions attached hereto as Part F;
- 1.13 "Tax Legislation" includes, without limitation, the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- 1.14 "Tender" means any tender submitted to the City in response to the ITT by which a Tenderer offers to carry out the Work on the basis of the contents of the tender so submitted;
- 1.15 "Tender Contract" means the tender process contract formed between the City and a Tenderer on the City receiving a Tender in response to the ITT;
- 1.16 "Tender Documents" means all of documents making up the ITT as follows:

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- (a) Invitation to Tender,
- (b) Part B - Instructions to Tenderers portion hereof;
- (c) Part C - Form of Tender portion hereof and all schedules thereto;
- (d) Part D - Form of Agreement portion hereof and all schedules and appendices thereto;
- (e) Part E - General Conditions portion hereof;
- (f) Part F - Supplementary General Conditions portion hereof;
- (g) Part G - City Road Specifications and Detail Drawings;
- (h) Appendix A, the Prime Contractor Agreement Form portion hereof
- (i) Specifications;
- (j) Drawings; and
- (k) any addenda.

- 1.17 "Tender Price" means the total price proposed in a Tender for performance of the Work, including all applicable taxes;
- 1.18 "Tenderer" means any person(s) or entity(ies) submitting a Tender in response to the ITT;
- 1.19 "Work Site" means the place(s) at which the Work is to be carried out.

2.0 TENDERS

- 2.1 Tenders must be submitted before the Closing Time.
- 2.2 Unless otherwise explicitly required or permitted hereby, Tenders must be put on the Form of Tender.
- 2.3 The Form of Tender must be completed fully, in all respects. All blank spaces in the Form of Tender must be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations or other corrections should be initialled by all persons signing the Tender.
- 2.4 Tenders must be all inclusive and without qualification or condition.
- 2.5 Each Tender should be signed in longhand by or on behalf of the Tenderer, with the signatory's name printed clearly and legibly directly below the signature. Tenders by partnership should be signed by at least two (2) of the partners or by an authorized representative of each of at least two (2) partners, with the signatories' names and designations printed clearly and legibly directly below their respective signatures. Tenders by a companies should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Form of Tender, including the schedules thereto, should bear the initials of all persons signing the Tender.

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- 2.6 Tenders should be submitted in a sealed envelope, clearly identified with the Tenderer's name and the name of the project on the outside as follows:

"ITT PS08217 - CONSTRUCTION OF BYLAW IMPOUND LOT

Submitted by: _____
[Tenderer's Name]

Date: _____ Time: _____

[To be stamped by the City]

DO NOT OPEN PRIOR TO THE TENDER CLOSING TIME"

- 2.7 Tenders shall be submitted to the front desk of:

**City of Vancouver - Purchasing Services Office
City Square
Suite 320, East Tower, 3rd Floor
555 West 12th Avenue
Vancouver, British Columbia
V5Z 3X7
Attention: Wendy Corneau, Contracting Specialist**

no later than the Tender Closing Time set out on the cover page of this ITT.

The City may return to Tenderers unopened any Tenders received after the Closing Time.

- 2.8 Faxed and e-mailed Tenders will not be accepted and will be returned unopened to the Tenderers.

3.0 TENDER PRICE

- 3.1 The Tender Price and all components thereof are to be entirely in Canadian currency. The Tender Price is to consist of:

- (a) the total of all prices for all items listed in the Form of Tender; and
- (b) all applicable taxes.

- 3.2 All Tenders must include a breakdown of the Tender Price as indicated on Schedule A to the Form of Tender. The breakdown will be used to calculate interim progress payments. Tenderers should ensure that the prices submitted accurately reflect their costs for each item. Tenderers may be required to justify the submitted breakdown. Failure to provide a complete pricing breakdown could result in an incomplete Tender and might be cause for rejection of the Tender.

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- 3.3 Subject to any adjustment for changes in the Work which are approved by the Engineer in accordance with the Tender Documents, the Tender Price set out in any Tender the City might accept will be the maximum compensation payable to the Contractor for the Work and will include any and all profits to the Contractor for the Work and cover any and all costs of any kind that the Contractor might incur in connection with the Work, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, financing and overhead.

4.0 OPENING OF TENDERS

- 4.1 All Tenders will be opened in public at:

City of Vancouver - Purchasing Services Office
City Square
Suite 320, East Tower, 3rd Floor
555 West 12th Avenue
Vancouver, British Columbia
V5Z 3X7

at the time outlined on the cover page of this ITT.

- 4.2 Award of the Contract based on Tenders the City receives will be subject to the approval of City Council.

5.0 CONTRACT

On City Council approving a Tender, the successful Tenderer will become a contractor to the City in respect of the Work and will be required to duly execute the Form of Agreement set out in Part D to the ITT and, in accordance with the Contract, to perform the Work.

6.0 ACCEPTANCE OF TENDER

- 6.1 Notwithstanding anything to the contrary contained in the ITT or any other document, material or communication:
- 6.1.1 Tenders will remain open for the City to accept at any time for a period of ninety (90) calendar days after the Closing Time.
- 6.1.2 The City need not necessarily accept the Tender with the lowest bid or any Tender, and the City reserves the right to reject any and all Tenders at any time for any reason, without explanation, and to accept any Tender the City may consider advantageous to it.
- 6.1.3 The City's acceptance of any Tender is contingent on City Council approving the acceptance of a Tender and approving funds for the project contemplated thereby.

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- 6.1.4 Tenders containing qualifications or made conditional in any way will be considered to be non-conforming Tenders in that they will fail to conform to the requirements of the Tender Documents and on that basis may be disqualified or rejected. Nevertheless, the City, in its sole discretion, may consider Tenders not conforming to the requirements of the ITT and may accept any such Tender.
- 6.1.5 A decision to award of a Contract based on Tenders received will be based on any factors the City, in its discretion, considers will best serve its interests, including, but not limited to, the following criteria, weighted as the City, in its discretion, may decide:
- (a) the overall cost to the City represented by the Tender;
 - (b) the reputation and experience of the Tenderer and the Tenderer's senior staff to be assigned to the Work;
 - (c) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - (d) the sources of materials the Tenderer proposes to use in the performance of the Work;
 - (e) the Tenderer's scheduling of the Work in relation to the City's schedule and its ability to complete the Work within the timeframe required by the City; and
 - (f) the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender.
- 6.2 Further, the City may award a Contract on the basis of policies and preferences not stated or otherwise than as stated in the ITT.
- 6.3 If the City considers that all Tenders are priced too high, it may reject them all.
- 6.4 In order to meet budget limitations, or for any other reason, the City may reduce the scope of the Work as proposed in any Tender, by eliminating from the Work any items listed in Schedule A to the Form of Tender as submitted in the Tender and award the Contract for only the remaining items, in which case the Tender Price will be reduced accordingly.
- 6.5 The City, prior to awarding a Contract, may negotiate with the Tenderer presenting the lowest Tender Price, or with any Tenderer, changes to the Work or to a Tender without having any duty or obligation to advise other Tenderers or allow them to modify their Tenders, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.

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- 6.6 The City will not be responsible for costs, expenses, losses, damages or liabilities of any kind incurred, suffered or experienced by any Tenderer as a result of or arising out of the preparation and/or submission of a Tender or the City's acceptance or non-acceptance of any Tender or any breach by the City of any Tender Contract or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.
- 6.7 No guidelines or policies of any person, body, organization or entity, that might otherwise be applicable to the ITT or the related tender process, will give rise to any legal rights in favour of any Tenderer as against the City or create any liability on the part of the City in relation to the ITT or any Tender or Tenderer.

7.0 BONDS

- 7.1 Each Tender should be accompanied by a Consent of Surety (Schedule "H" of the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia and a bond (the "Bid Bond") payable to the "City of Vancouver" in the amount of ten percent (10%) of the Tender Price (not a dollar amount) as a security for execution of the Form of Agreement and delivery of the performance and labour and materials bonds specified below.
- 7.2 Bid Bonds of unsuccessful Tenderers will be returned to them as soon as possible after a Contract is awarded, and the Bid Bond of the successful Tenderer (the "Contractor") will be returned to it on execution of the Form of Agreement in Part D to the ITT, delivery of a Performance Bond for fifty percent (50%) of the Tender Price and a Labour and Materials Payment Bond for fifty percent (50%) of the Tender Price and commencement of the Work. The cost of all bond premiums will be included in the Tender Price.
- 7.3 The forms of the bonds will be those issued by the Canadian Construction Documents Committee as follows:
- | | |
|-----------------------------------|-------------------|
| Bid Bond: | CCDC 220 (latest) |
| Performance Bond: | CCDC 221 (latest) |
| Labour and Material Payment Bond: | CCDC 222 (latest) |
- 7.4 All bonds should be issued by a surety company authorized and licensed to carry on business in British Columbia and should have an office in British Columbia.

8.0 INSURANCE

- 8.1 Tenderers must submit with their Tenders a fully completed Certificate of Existing Insurance in the form annexed as Schedule "K" to the Form of Tender.
- 8.2 The Successful Tenderer, at his expense, must obtain and keep insurance in relation to the Work as provided for in Section 47 of the General Conditions portion of the Tender Documents and provide the City with proof of such insurance in the form of the

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Certificate of Insurance annexed as Appendix B to the General Conditions portion of the Tender Documents, as and when required by the Tender Documents.

9.0 WCB

The successful Tenderer will be required to meet the Workers' Compensation related requirements set out in General Condition 4.

10.0 SITE

10.1 The Work Site is City property.

10.2 Prior to submission of Tenders, all Tenderers, at their risk and expense, will make careful examination and investigations of and regarding all the Work Site and ensure that they fully understand to their satisfaction the means of access to and from it, the nature and scope of the Work and the requirements for the Work as shown in the Drawings, Specifications and other documents annexed hereto and incorporated by reference herein and of all other things necessary to the full and proper completion of the Work and the conditions under which it will be performed. No adjustments or allowances in pricing will be given to the successful Tenderer later for any failure, neglect, error, interpretation or misinterpretation in that respect.

10.3 The City gives no guarantees of any kind in relation to the Work Site or geotechnical or other information provided in or with the Tender Documents. Tenderers must evaluate all such information themselves relative to actual conditions.

10.4 The City reserves the right to make use, in any way as it in its discretion wishes, at any time while the Work is being carried out, of such portions of the Work Site as are not in use or occupied for the Work and/or are not needed for the Work.

11.0 EXAMINATION OF TENDER DOCUMENTS

11.1 Each Tenderer, prior to completing and submitting a Tender, must carefully and thoroughly examine all the Tender Documents and must be satisfied that it fully understands them and the nature and scope of the Work, and each Tenderer will make its own assessment therefrom of the facilities and difficulties attending the performance and the completion of the Work.

11.2 No adjustment or allowance in pricing or otherwise will be given subsequently to the successful Tenderer for any failure, neglect, error or omission on its part to fully examine or understand the Tender Documents or the Work or for non-compliance with the requirements of this clause.

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12.0 INTERPRETATION

- 12.1 If any Tenderer is in doubt as to the meaning of any part of the Tender Documents, then, at least five (5) working days prior to the Closing Time, it must make a request in writing to the contact person(s) identified on the cover page of the ITT for clarification or an interpretation thereof.
- 12.2 The City will respond in writing to all such requests for clarification of Drawings, Specifications or other Tender Documents received at least five (5) working days prior to the Closing Time, will be answered in writing by the City. The City will not be responsible for verbal or any other explanations or interpretations thereof. To be in any way binding on the City, all such clarification and interpretation requests must be made in writing and the City's response confirmed in writing by way of an addendum to the Tender Documents. All addenda and other written notices so issued will become part of the Tender Documents and will be binding upon all Tenderers.

13.0 TAXES AND FEES

All Tender Prices must take into account the payment of all permit and licence fees and all Municipal, Provincial and Federal taxes, customs duties and other assessments and charges required in connection with the Work, except as may otherwise be indicated in the Tender Documents. The City will not be liable in any way for any such costs not included in any Tender Price, and the successful Tenderer will release and indemnify the City for and save it harmless from any and all Claims made against it with respect thereto.

14.0 PRODUCT APPROVAL

- 14.1 Wherever any Product (as defined in the General Conditions) is specified or shown herein by description of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Tender and award of the Contract will be based upon the use of such Products. Use of such Product descriptions in the Tender Documents is intended to establish a reference by which to measure the quality of the Products required for the Work. Where two or more Products are shown or specified herein, the Contractor may choose which to use.
- 14.2 For approval of Products other than those specified, Tenderers will submit a request in writing to the City at least ten (10) working days prior to the Closing Time. Requests will clearly define and describe the Product for which approval is requested and be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the Product. Any approval by the City must be in the form of an addendum to the specifications in the Tender Documents issued to all persons who have received a set of the Tender Documents.
- 14.3 The City's approval for Products not specified in the Tender Documents will be given only insofar as they conform to Specifications for the Work contained in the Tender Documents.

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15.0 METRIC MEASUREMENTS AND CO-ORDINATION

- 15.1 The Work has been designed using metric dimensions. All linear dimensions have been expressed in millimetres in whole numbers (without decimal parts) and in meters with fractions thereof.
- 15.2 Within the Specifications, the unit symbols for all metric units are included. Also, the decimal parts have been included in the Specifications where Products have been "soft converted" (i.e., when the dimensions of the Product remain the same as they are at present but are expressed in metric equivalent units). Dimensions for spacing of Products have been expressed in millimetres in whole numbers in both the Specifications and Drawings.
- 15.3 As a general rule, all dimensioning of Products and equipment has been "soft converted". Exceptions to this rule are certain Products which are presently available in metric sizes and have been "hard converted"; i.e., where the Product itself is manufactured to rational metric dimensions.
- 15.4 Where "hard conversion" Products have been specified and are available they will be supplied.
- 15.5 Care is required to ensure coordination of imperial and metric Products and in dimensioning and, in this regard, the Contractor will be entirely responsible for metric co-ordination of its Work.
- 15.6 The Contractor will ensure that all persons employed in the Work know how to use the metric system of measurement, and that they use metric references and measuring devices.

16.0 SCHEDULING AND COMPLETION

- 16.1 Time is of the essence for all purposes in relation to the ITT, the Contract and the Work.
- 16.2 Each Tenderer will complete and submit as Schedule "B" to the Form of Tender a preliminary construction schedule showing the proposed critical path construction schedule for the Work to clearly demonstrate how the Tenderer, if selected to enter into a Contract with the City, will commence the Work by approximately **April, 2009** and complete the Work on or before **April 30, 2010**.
- 16.3 The construction schedule included with the Tender must detail the timing for all major phases of the Work, including, without limitation, start and completion dates for each. The Tenderer may include details of timing for other Work components if considered to be advisable or necessary. The successful Tenderer will also be required to coordinate the Work with the City, the Consultant and any other contractors retained by the City to perform any work on the Work Site.

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17.0 EXCAVATION, SOIL SUPPORT AND WORK AREAS IN COMMERCIAL AREAS

The following items are brought to the Tenderer's attention:

- 17.1 The Work Site is in a commercial area in close proximity to businesses.
- 17.2 The Work Site will be approximately as indicated on the Drawings.
- 17.3 In carrying out the Work, the Contractor must employ all work procedures necessary to minimize any disturbance and inconvenience to all residents adjacent or near to the Work Sites and will strictly adhere to all construction procedures specified or referenced in the Tender Documents.
- 17.4 Before commencing any excavations in connection with the Work, the Contractor must notify residences and businesses of each City block in which the excavations are to take place, regarding estimated start and finish times.

18.0 LABOUR RATES

Tenders must include a completed copy of the Schedule "E" to the Form of Tender ("Force Account Labour and Equipment Rates"). Tenderers will insert the hourly rates for labour including allowances for taxes, assessments, benefits, small tools, overhead and profit as set out in Supplementary General Condition 9.

19.0 EXPERIENCE

Tenderers are required to confirm in the Tender that they have suitable experience in the performance of work similar in nature to the Work. Each Tenderer will complete and submit with the Tender the Schedule "D" to the Form of Tender regarding similar projects completed, including, without limitation, the following information:

- (a) a brief description of the project;
- (b) location;
- (c) contract value;
- (d) start and completion dates;
- (e) completed on schedule or not;
- (f) name of project owner and representative to be contacted as a reference; and
- (g) names and positions of key personnel involved in the project.

20.0 SUBCONTRACTORS

The successful Tenderer may use subcontractors in performing the Work. The Tenderer should insert in Schedule "C" to the Tender a list of Subcontractor(s), providing name, address of

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place of business, and the portion of the Work to be done by the Subcontractor or the equipment or materials to be supplied by the Subcontractor. Pursuant to Schedule "C", the City reserves the right to object to any of the Subcontractors listed in a Tender. If the City objects to a listed Subcontractor then the City will permit a Tenderer to, within five (5) working days, propose a substitute Subcontractor acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed Subcontractor, the Tenderer may, rather than propose a substitute Subcontractor, consider its Tender rejected by the City and by written notice withdraw its Tender. The City shall, in that event, return the Tenderer's bid security.

21.0 NON-RESIDENT WITHHOLDING TAX

If the Contractor is a "non-resident" of Canada as defined in the *Income Tax Act* (Canada), the *Income Tax Act* requires that a certain percentage of the monies otherwise payable for the Work be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending among other things, on the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of Canada Revenue Agency, for further details. The City will receive a credit under the Contract for monies withheld and remitted.

22.0 RELEASE, INDEMNITY AND LIMITATION

22.1 Release

The Tenderer now releases the City and all of its officials, employees and agents from any and all liability for any Claims in respect of:

- (a) any breach of any Tender Contract by the City (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach);
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT;
- (c) the Tenderer preparing and submitting a Tender;
- (d) the City accepting or rejecting any Tender;
- (e) the manner in which a Contract award is made; and
- (f) the City awarding no Contract in connection with the ITT.

22.2 Indemnity

The Tenderer will indemnify the City and its officials, employees and agents for and will save them harmless from any injury, damage, loss or expense of any kind which any of them may suffer, incur or experience in connection with the ITT or any Tender Contract and in respect of any claim or threatened claim by any Tenderer or any of

**INVITATION TO TENDER NO. PS08217
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PART B - INSTRUCTIONS TO TENDERERS**

their Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

- (a) any breach of the Tender Contract by the City (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach;
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT; or
- (c) any liability on any other basis related to the tendering process, bidding process or the Tender Contract.

22.3 Limitation of Liability

In the event, with respect to anything relating to the tendering process, bidding process or the Tender Contract, that the City or its employees, officers, officials or agents are found to have breached any duty or obligation of any kind, including, but not limited to, any fundamental or material breach thereof, to the Tenderer or its subcontractors, subconsultants or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its subcontractors, subconsultants or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of One Thousand Dollars (\$1000) in Canadian currency, despite any other term or agreement to the contrary.

23.0 DISPUTE RESOLUTION

Any dispute relating in any manner to the ITT, except disputes arising between the City and the Contractor under the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), as amended, as follows:

- (a) The arbitrator will be selected by the City's Manager of Materials Management; and
- (b) Section 23 above - *Release, Indemnity and Limitation* will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator.

24.0 CONFIDENTIALITY AND PRIVACY

All Tenders, once submitted to the City, become the property of the City, which is a public body required under the Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. All Tenders, upon submission to the City, will be received and held in confidence by the City unless and to the extent that they must be disclosed pursuant to the Information and Privacy Legislation or are disclosed pursuant to the award and evaluation process adopted by the City for the ITT.

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25.0 RELEASE OF INFORMATION RESTRICTED

Except as is provided at the Information Meeting, no information regarding the ITT will be disclosed between the Closing Time and the time a Contract is awarded (or decision made not to award the Contract).

26.0 MASTER MUNICIPAL SPECIFICATIONS AND STANDARD DETAIL DRAWINGS

Portions of the Work must be completed in accordance with the Master Municipal Specifications and Standard Detail Drawings (printed in 2000) (the "MMCD") as amended by the City of Vancouver (refer to Part G - City Road Specifications and Detail Drawings). The MMCD may be purchased separately from the MMCD at www.mmcd.net or:

Support Services Unlimited
102 - 211 Columbia Street
Vancouver, BC Canada V6A 2R5
604.681.0295
604.681.4545
info@bcoffice.com
www.bcoffice.com

**INVITATION TO TENDER NO. PS08217
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Tender of _____

(Name of Person, Firm, or Company)

Address: _____

Telephone No.: _____

Fax No.: _____

Email: _____

For the following work:

The construction of a City of Vancouver, Bylaw Impound Lot, including, without limitation,

1.0 TENDER PRICE AND SCHEDULE

Having fully examined and considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tender hereby offers to Complete the Work and to furnish all Plant, tools, equipment, labour, Products, material and supervision necessary to perform and Complete the Work for the "Tender Price" of:

Lump sum price for all Work, including all expenses and profit.
Tender Price \$ _____ In lawful money of Canada, including all taxes and fees.

The undersigned confirms that the Tender Price includes all Federal, Provincial and Municipal taxes and all customs and excise import duties and WCB assessments relating to the Work in force at this date.

If the Tender Price, as entered above, and the sum of all itemized prices contained in the Tender, and all taxes applicable thereto, are different, the sum of all itemized prices contained in the Tender and all taxes applicable thereto will be the Tender Price.

The undersigned offers to Complete the Work by **April 30, 2010**.

2.0 NOTICE OF AWARD

Name of Tenderer

Initials of Signing Officer

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PART C - FORM OF TENDER**

The undersigned agrees that this Tender is irrevocable and open for acceptance by the City for a period of ninety (90) calendar days from the day following the date of the Closing Time, even if the Tender of another Tenderer is accepted by the City before the expiry of that ninety (90) calendar day period. If within this ninety (90) calendar day period the City delivers to the undersigned a written notice of award of the Contract by which the City accepts this Tender (the "Notice of Award"), the undersigned, within fourteen (14) calendar days of the receipt thereof, will deliver to the City:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- (b) a detailed construction schedule, based on the preliminary construction schedule submitted as Schedule "B" to the Tender Form which incorporates changes requested or approved by the City in writing, if any;
- (c) a WCB "clearance letter" indicating that the Tenderer is in WCB compliance;
- (d) a Certificate of Insurance showing the Tenderer has obtained all insurance required by General Condition 47; and
- (e) a traffic management plan as described in General Condition 33.

3.0 NOTICE TO PROCEED

The undersigned agrees that upon the City receiving from the Contractor the materials described above, the City will deliver a written notice to the Contractor (the "Notice to Proceed") and a final form of Part D - Form of Agreement for execution, with which the Contractor will comply, to proceed with the Work as follows:

- (a) duly execute and deliver to the City four copies of a final form of Part D - Form of Agreement within five (5) working days after receipt thereof from the City; and
- (b) commence the Work within five (5) working days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed.

4.0 CONDITIONS

- (a) If the City delivers a Notice of Award to the undersigned Tenderer, and the undersigned:
 - (i) fails or refuses to deliver the documents as specified and required by Paragraphs 2 and 3 of this Form of Tender; or
 - (ii) fails or refuses to commence the Work as required by the Notice to Proceed,

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER**

then such failure or refusal will be deemed to be a refusal to sign the Form of Agreement and perform the Work, and the City immediately, on written notice to the undersigned Tenderer, may award the Contract to another Tenderer or to any other person or entity. The Tenderer agrees that, as full compensation for damages suffered by the City because of such failure or refusal on the part of the undersigned Tenderer to perform the Contract and the Work, the Bid Bond will be forfeited to the City in the amount equal to the lesser of:

- (i) the face value of the Bid Bond; or
 - (ii) the portion of the Bid Bond equal to the amount by which the Tender Price presented herein is less than the amount for which the City contracts with another Tenderer or other person to perform the Work.
- (b) The lowest priced Tender will not necessarily be accepted. The City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.
- (c) The Schedules attached to this Form of Tender form a part of it.

5.0 ADDENDA

Acknowledgment of receipt of the following addenda to the Tender Documents is hereby made:

(ADDENDA, IF ANY)

The undersigned agrees that it thoroughly understands the terms and conditions contained therein.

6.0 CERTIFICATION

The undersigned hereby certifies that this Tender complies in all respects with the requirements of the Tender Documents.

7.0 LABOUR

The above stated price is based on the Work being performed by union/non-union labour. (Delete or cross out "union" or "non-union" as applicable).

SIGNED and SEALED this ___ day of _____, 2009 by the duly authorized officers of the Tenderer:

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER**

Tenderer's Legal Name or Registered Corporate Name and Address:

(Seal)

per: _____

per: _____

Witness' Name, Signature, and Address where Tenderer is a Proprietorship or Partnership:

(Address)

(Name and Signature)

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER**

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND UNIT PRICES

The following amounts are the Tenderer's lump sum and/or unit prices for the corresponding items listed below. The lump sum and/or unit in this Schedule "A" will include all labour, materials, services and other inputs, overhead and profit and all fees and taxes payable in respect of the Work except GST. The GST will be shown separately.

SUMMARY

Item No.	General Description	Total Price
1	Construction of Bylaw Impound Lot	\$
	GST	\$
	TENDER PRICE (Subtotal + GST)*	\$

**(Transfer amount to page FT1 paragraph 1.0)*

LEGEND

ea	each
m	metre
L.S.	Lump Sum
n/a	not applicable
m ²	square metre
m ³	cubic metre

**INVITATION TO TENDER NO. PS08217
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PART C - FORM OF TENDER**

SCHEDULE "A"

BREAKDOWN OF TENDER PRICE

The Tenderer submits the following lump sums for the items listed below as a breakdown of the Tender Price. These lump sums will be used to compute interim payment to the Tenderer. The lump sums shall include the supply and installation of all labour, materials, services, supervision, taxes (excluding the GST), and assessments, together with the Tenderer's overhead and profit and shall include all Work under the Contract. Tenderers shall submit one lump sum price only for each item listed below, to be provided in accordance with the drawings, specifications and other pertinent information in the Contract Documents. For items of Work which are not listed, Tenderers shall place the costs for these in the nearest applicable item.

ITEM	DESCRIPTION	MMCD SECTION	AMOUNT BID
100	Mobilization	N/A	
101	Demobilization	N/A	
102	Division 1 - General Conditions	NMS sections 011100 thru 019151	
103	Division 2 -Siteworks (City of Vancouver Part G - Streets Restoration Manual)	02000 thru 02950	
104	Landscaping Planting	Refer to Landscape drawings and plant schedules	
105	Cast-in-place Concrete	NMS 031000, 033000, 033500, 033505	
106	Concrete Reinforcing	032000	
107	Concrete Unit Masonry	040500, 040512, 040519, 040523, 042200	

**INVITATION TO TENDER NO. PS08217
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108	Structural Steel	051223	
109	Steel Joists	052100	
110	Steel Decking	053100	
111	Structural Metal Stud Framing	054100	
112	Metal Fabrications	055000	
113	Rough Carpentry	061000	
114	Architectural Woodwork	064000	
115	Damproofing, Insulation, Vapour Retarders and Air Barriers	071113, 072113, 072600, 072710	
116	Spray applied Polyurethane Foam Airseal, Firestopping, Joint Sealants	072750, 078400, 079200	
117	Preformed Metal Siding, Metal Flashing	074613, 076220	
118	Modified Bituminous membrane Roofing	075200	
119	Roof Hatch	077233	
120	Division 8 - Metal Doors and Frames	081116, 081200, 081300, 083600,	
121	Glazed Aluminum Curtainwalls, Aluminum windows	084413, 085200	
122	Hardware	087000	
123	Glass and Glazing, Mirror glass	088100, 088300	
124	Louvres and Vents	089000	

**INVITATION TO TENDER NO. PS08217
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125	Division 9 - Non Structural metal Framing, Gypsum board, Acoustic Unit Ceilings	092216, 092900, 095100	
126	Ceramic Tiling	093100	
127	Resilient flooring, Carpeting	096500, 096800	
128	Painting	099000, 099020, 099040	
129	Division 10 - Washroom Accessories and Interior Signs	102800, 104400	
130	Division 11 - Traffic Directional Control devices	111200	
131	Division 12 - Roller shades	122413	
132	Bike Racks and Bike lockers	129313	
133	Division 21 - Fire Suppression	210500 thru 212500	
134	Division 22 - Plumbing	220500 thru 224000	
135	Division 23 - HVAC	230500 thru 238200	
136	Division 26 - Electrical	260131 thru 262726	
137	Division 27 - Communications	271005, 271007, 275123	
138	Division 28 - Electronic Safety and Security	282300, 283102	
139	Division 31 - Earthwork	310517 thru 312613	
140	Division 32 - Exterior Improvements	321218, 321615, 323113	
140a	Metal Picket Security Fence	Refer to Drawings	

**INVITATION TO TENDER NO. PS08217
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141	Division 33 - Utilities	330514, 331117, 333113, 334100	
142	Vapour Management System	Appendix 'B'	
143	Groundwater and Soil Management	Appendix 'C'	
144	Preload	Appendix 'D'	
	SUBTOTAL		
	GST		
	TOTAL		

NOTE: Where applicable, City provided materials should be taken into account when providing unit pricing.

**INVITATION TO TENDER NO. PS08217
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PART C - FORM OF TENDER**

SCHEDULE "B"

**PRELIMINARY CONSTRUCTION SCHEDULE
(to be completed by Tenderer)**

1.0 Requirements:

- (a) Commencement of Work - approximately April 2009, or such later date as both parties agree; and
- (b) Work must be Completed by April 30, 2010.

2.0 Please provide the preliminary construction schedule for the Work:

Work Description	Month				Month				Month				Month			
Mobilization																
Demobilization																

If additional space is required please attach additional pages marked "Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot, Part C - Form of Tender - Schedule "B" - Preliminary Construction Schedule", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER**

SCHEDULE "C"

SUBCONTRACTORS

1.0 SUBCONTRACTORS

The Tenderer should list all Subcontractors that it intends to use on this project, and the work that each will be undertaking. All Subcontractors who will perform any portion of the Work should be listed.

SUBCONTRACTOR	ADDRESS	TYPE OF WORK

If additional space is required please attach additional pages marked "Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot, Part C - Form of Tender - Schedule "C" - Subcontractors", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

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SCHEDULE "D"

TENDERER'S EXPERIENCE WITH RELATED WORK

The Tenderer should list any comparable projects which it has undertaken by providing the following information:

Description of Project No.1 of 3: _____

Location of Project:

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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SCHEDULE "D" - Continued

TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project No. 2 of 3: _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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SCHEDULE "D" - Continued

TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project No.3 of 3: _____

Location of Project:

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

If additional space is required please attach additional pages marked "Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot, Part C - Form of Tender - Schedule "D" - Tenderer's Experience with Related Work", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

Name of Tenderer

Initials of Signing Officer

**INVITATION TO TENDER NO. PS08217
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PART C - FORM OF TENDER**

SCHEDULE "E"

FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

(See Section 9.0 of the Supplementary General Conditions)

1.0 Force Account Labour Rates

Tenderers should provide labour rates in the table below for all labour categories that will be involved in the Work. The labour rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, wages, taxes and assessments and benefits payable in accordance with Applicable Laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of the above, small tools are considered to be any tool worth \$2,000.00 or less in new value. All other tools should be listed as equipment in the table under item 2 below..

Tenderers should delete any labour classifications listed below which are not applicable and add any which are missing. Tenderers should state the number of hours of work per week for each labour classification.

Tenderers are to describe the precise terms and conditions to which "Overtime Rates" will apply in the space provided below. Any labour required outside of such times will be conclusively deemed to be at "Regular Rates".

LABOUR CLASSIFICATION	Hours	REGULAR RATE (/hr)	OVERTIME RATE (/hr)	DESCRIBE MINIMUM QUALIFICATIONS AND EXPERIENCE
Operator				
Foreman				

**INVITATION TO TENDER NO. PS08217
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PART C - FORM OF TENDER**

SCHEDULE "E" - Continued

FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

1.0 Overtime Rates will be applicable as follows:

2.0 Force Account Equipment Rates

Tenderers should provide equipment rates for all equipment that will be involved in the Work. The labour rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

Daily rates are for eight (8) hour days, and weekly rates are for forty (40) hour weeks, in each case exclusive of start-up and shutdown time which shall be at no cost to the Owner. Rates are exclusive of operator costs which should be included in the labour rates table above. The Contractor will not charge the Owner for standby time or additional amounts for overtime use.

It is acknowledged by the Contractor that if any portion of an hour is spent in performing the Work on a force account basis, a pro rata portion of the force account rate shall only be charged.

Tenderers should delete any equipment classifications listed below which are not applicable and add any which are missing.

EQUIPMENT CLASSIFICATION	Capacity	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Owned/ Rented	SPECIFY MAKE & MODEL
Crane							
Tool Container							

**INVITATION TO TENDER NO. PS08217
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PART C - FORM OF TENDER**

If additional space is required please attach additional pages marked "Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot, Part C - Form of Tender - Schedule "E" - Force Account labour and Equipment Rates", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

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 CONSTRUCTION OF BYLAW IMPOUND LAW
 PART C - FORM OF TENDER

SCHEDULE "F"

PROPOSED KEY PROJECT PERSONNEL

Pursuant to paragraph <5.3> of the Instructions to Tenderers, the following are the Key Project Personnel we propose to use for the Work:

		Name
Project Superintendent:		
Project Manager:		
Construction Safety Officer:		
Foreman:		

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SCHEDULE "G"

EXCAVATION, DISPOSAL AND RECYCLING PLAN

The Tenderer should provide a brief written summary of its plan to recycle and/or dispose of all excavated and other materials to be removed from the Work Site in accordance with the Specifications, including details of all proposed disposal and/or recycling sites.

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SCHEDULE "H"

CONSENT OF SURETY

PROJECT

Should it be required, we the undersigned Surety Company do hereby consent and agree to become bound as sureties in an approved Contract Performance Bond and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the awarded Contract Price for the fulfillment of the Contract and for the performance of the Work as described herein, which may be awarded to _____ at the Tender Price set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to be filed with the City of Vancouver within fourteen (14) calendar days of receipt of Notice of Award of the Contract.

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

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

INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER

SCHEDULE "I"

TENDERER'S PROPOSED VARIATIONS

The Tenderer should make a full and complete statement and description of any changes or variations it proposes in the Specifications for the Work as set out in the Tender Documents, if any.

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule "I". Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot, Part C - Form of Tender - Schedule "I" - Tenderer's Proposed Variations", with the name of the Tenderer indicated and each additional page initialled on behalf of the Tenderer.

INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C - FORM OF TENDER

SCHEDULE "J"

RESPONSE NOTIFICATION FORM



FINANCIAL SERVICES
Supply Management
Purchasing Services
Invitation to Tender No. PS08217
Construction of Bylaw Impound Lot.

To acknowledge your intent to submit a proposal, and to ensure that you received the required information, please submit this form to the person identified below on or before **Tuesday, February 10, 2009**

Donna Lee
Administrative Assistant,
Supply Management
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Tenderer's Name: _____

"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** submit a proposal for
"Invitation to Tender No. PS08217, Construction of Bylaw Impound."
by the Closing Time 3:00 PM Vancouver Time on Tuesday, February 17, 2009

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date



TO BE COMPLETED AND SUBMITTED ALONG WITH TENDER

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

- 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.
NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

- 3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
INSURER
TYPE OF COVERAGE
POLICY NUMBER
POLICY PERIOD From to
Insured Values (Replacement Cost) -
Building and Tenants Improvement \$
Contents and Equipment \$
Deductible Per Loss \$

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

- 5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability -
Combined Single Limit \$
If vehicles are insured by ICBC, complete and provide Form APV-47.

- 6. UMBRELLA OR EXCESS LIABILITY INSURANCE
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
Per Occurrence \$
Aggregate \$
Self-Insured Retention \$

- 7. PROFESSIONAL LIABILITY INSURANCE
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability
Per Occurrence/Claim \$
Aggregate \$
Deductible Per Occurrence/Claim \$

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date:

- 8. OTHER INSURANCE
TYPE OF INSURANCE
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability
Per Occurrence \$
Aggregate \$
Deductible Per Loss \$
TYPE OF INSURANCE
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability
Per Occurrence \$
Aggregate \$
Deductible Per Loss \$

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated

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

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART C- FORM OF TENDER**

SCHEDULE "L"

TENDERER'S CHECKLIST

Before submitting your Tender, check the following points:

1. Has your Tender been signed, witnessed and sealed?
2. Have all pages of the Form of Tender been initialled?
3. Have you enclosed your Bid Bond?
4. Have you enclosed the Consent of Surety, signed and sealed by your proposed Surety?
5. Have you completed all Schedules to the Form of Tender?
6. Have you completed the blanks in the Form of Tender to signify that all addenda issued have been taken into account in the preparation of the Tender?
7. Have you shown in the Form of Tender the time for completion of the Work?
8. Have you listed all your Subcontractors, if any?
9. Have you listed your experience in similar work?
10. Have you listed your key staff?
11. Are the documents complete?
12. Have you completed Paragraph 7 of the Form of Tender regarding labour?
13. Have you reviewed with your insurer the insurance requirements in GC 47.

NOTE: This Checklist is provided as an aid to the Tenderer. However, it is each Tenderer's sole responsibility to ensure the completeness of its Tender.

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART D - FORM OF AGREEMENT**

This AGREEMENT is made as of the ____ day of _____, 2009.

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

(Name of person, firm, or company)

(the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. In January 2009, the City issued Invitation to Tender No. PS08217, Construction of Bylaw Impound Lot.
- B. In response thereto, the Contractor submitted a Tender to the City (the "Tender").
- C. By resolution of its City Council made on [date 2009], the City has approved the Tender.
- D. On that basis, the City and the Contractor have agreed that the Contractor will perform for the Work specified in the Contract Documents (as defined below), in accordance therewith.

THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

ARTICLE I - CITY'S DESIGNATED REPRESENTATIVE

The City hereby designates and appoints Mark Schwark P.Eng. (the "Engineer") as its sole and exclusive agent for the purpose of managing and administering the performance of the Work by the Contractor in accordance with the Specifications and Drawings contained in the Contract Documents. Unless the City otherwise notifies the Contractor in writing, the agency of the Engineer will continue for the entire duration of the Contract, including the period of any guarantees or warranties given by or through the Contractor. In the event of the City revoking in writing the agency of the Engineer as the Engineer, he will have no further authority under the Contract, except as may be specifically designated in writing by the City and agreed to in writing by the Engineer, and all references to the Engineer in the Contract will thereafter be deemed to be a reference to the City or to such other person designated in writing to the Contractor. The Engineer from time to time may delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the Engineer has been designated and appointed its sole and exclusive agent.

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ARTICLE II - CONTRACT DOCUMENTS

The terms and conditions of the Contract are contained in the following documents and materials:

All components of the ITT, as follows:

Invitation to Tender;
Instructions to Tenderers;
Form of Tender, including all schedules thereto;
this Form of Agreement, as executed by the City and the Contractor;
General Conditions, including all appendices thereto;
Supplementary General Conditions;
City Road Specifications and Detail Drawings;

On-Site Specifications and Drawings; and
Any modifications, additions and addenda to any of the above;

(the "Contract Documents")

The Contract Documents are complementary to each other, and what is called for by any one will be as binding as if called for by all. The intent and spirit of the Contract is that the Contractor is required to carry out the Work described in the Contract Documents in every detail within the times specified and for the purposes designated and the Contractor will furnish and do any and everything necessary for such purposes notwithstanding any omission from the Contract Documents.

All terms defined in the Contract Documents will have, for all purposes in the Contract Documents, the definitions given to them where defined.

ARTICLE III - WORK

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

The Contractor will carry out all Work to be performed and provided under the Contract in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents.

ARTICLE IV - SCHEDULE OF WORK

The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently and will complete the Work in accordance with the construction schedules as required by the Contract Documents. The Contractor will complete the Work on or before, **April 30, 2010**.

Time is of the essence in all respects in relation to the Contract.

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ARTICLE V - PAYMENT

(a) Amount to be Paid

Subject to additions and deductions for variations in the Work as may be agreed upon in writing, and to the provisions of the Contract, the City will pay the Contractor as remuneration for the performance of the Work a maximum total of [____write out amount in full____] (\$0000.00), including, without limitation, all taxes and permit and license fees (the "Contract Price").

(b) Applications for Payment:

- (i) During its performance of the Work, the Contractor may apply to the Engineer, in a form approved by the Engineer, on or before the last day of every month, for payment for Work performed and materials supplied at or to the Work Site to the date of the application, provided that the Engineer may at any time require as a condition of payment the submission of documentation set out GC 52.
- (ii) On Substantial Completion being certified in accordance with the procedures set out in GC 52 and the value of the certified deficiencies being agreed upon, the Contractor may make application to the Engineer for the balance of all monies then owing to the Contractor under the Contract, submitting all such documentation as is required under GC 52.
- (iii) On correction and completion of all deficiencies listed on the Certificate of Substantial Completion, the Contractor will apply to the Engineer for final payment, accompanied by the documentation required by GC 52.

(c) Payment

The City's payment to the Contractor for any Work under the Contract will not be construed as an acceptance of the Work as having been performed in accordance with the Contract Documents. The City's issuance of a Certificate of Completion will constitute a waiver by the Contractor of all claims under the Contract, except those previously made in writing and still unsettled, if any, and specified by the Contractor in his application for final payment pursuant to subparagraph (a)(iii) above.

The City will make payments to the Contractor as follows for Work performed:

- (i) On or before the fifth day of the month following the Contractor's application for payment, the Engineer will adjust, if necessary, and certify the Contractor's progress estimate. Where the Engineer makes any changes to the amount submitted by the Contractor for payment, the Contractor will be notified in writing within five (5) working days and will be given the opportunity to defend his application without delay.

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- (ii) Within thirty (30) calendar days of the date the City receives any Engineer certified application for payment, the City will make payment to the Contractor up to the value of the completed Work as certified by the Engineer, less any holdback required under the *Builders Lien Act* and less the aggregate of any previous payments all in accordance with the Contract.
 - (iii) The City, in addition to any other holdbacks as provided by the Contract Documents, will be entitled to deduct and retain from payments otherwise due to the Contractor for Work performed, a maintenance security holdback ("Maintenance Security") in the amount of five percent (5%) of the Contract Price to cover the cost of corrections to the Work that may be required under GC 45. The balance of the Maintenance Security not required under the Maintenance Security remaining at the end of the warranty period for the Work as provided for in the Contract, will be paid without interest to the Contractor at the end of that warranty period. The Contractor may substitute a letter of credit for the Maintenance Security, in the amount of the Maintenance Security held back and required under the Contract, in a form and from a financial institution acceptable to the City.
 - (iv) Where the Engineer has issued a Certificate of Completion in respect of any of the Work performed by Subcontractors, and where fifty-five (55) calendar days have elapsed since the issuance of the certificate without any claims of builders lien being filed which arose under the subcontract, the City will release to the Contractor any *Builders Lien Act* holdback amount retained for such subcontract work.
 - (v) After fifty-five (55) calendar days have elapsed from the date of issuance of a Certificate of Substantial Completion in accordance with GC 52, and upon the Engineer's satisfaction that no encumbrance, lawful claim or lien exists, the City, within a further ten (10) calendar days, will make payment to the Contractor of all monies due under the Contract at the date of Substantial Performance of the Work, including the release of any remaining *Builders Lien Act* holdback amounts, but retaining at least twice the estimated value of any certified deficiencies.
 - (vi) Subject to all other provisions of the Contract, upon the issuance of a Certificate of Completion, the City will make a final payment of all monies owing to the Contractor under the Contract.
- (d) Interest on Overdue Payments

Where payment is not made in accordance with the payment provisions above, the overdue amount will bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest will be calculated from and after the date upon which such payment is due and will accrue until the date of payment of the overdue amount, together with accrued interest. This interest obligation on the part of the City will be the sole remedy of the Contractor for any late payment under the Contract.

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ARTICLE VI - DAMAGES FOR DELAYS

(a) Liquidated Damages for Late Completion.

If the Contractor fails to Complete the Work by the deadlines set out in Article IV above, as may be modified pursuant to the provisions of the Contract Documents, then the City may deduct from any monies owing to the Contractor for the Work:

- (i) as a genuine pre-estimate of the City's increased costs for the Engineer and other City staff caused by such delay, an amount of one thousand dollar CDN (\$1,000.00) per day; plus
- (ii) all direct out-of-pocket costs, such as, without limitation, costs for safety or security measures taken or equipment rented, reasonably incurred by the City as a result of such delay.

(b) If monies owing to the Contractor are less than the total amount of liquidated damages owed by the Contractor to the City under subparagraph (a) above, then any such shortfall will be due and owing to the City from the Contractor immediately on written notice from the City therefore and upon Substantial Performance of the Work.

ARTICLE VII - NOTICES TO CITY

Unless otherwise specifically provided in the Contract Documents all notices, requests, claims or other communications by the Contractor will be in writing and will be given by personal delivery or by registered mail addressed to the:

Owner:

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

Attention: Mark Schwark P.Eng., Engineering Services

Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid will be deemed to have been given on the second working day following the mailing thereof.

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ARTICLE VIII - SUCCESSORS AND ASSIGNS

The Contract will be binding upon and will enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF VANCOUVER

BY:

Print Name and Title

CONTRACTOR

BY: _____ C/S
Authorized Signatory

Print Name and Title

Refer to Council Minutes of _____, 2009.

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GC.1. DEFINITIONS

In the Contract Documents, the following terms, unless expressly defined elsewhere or unless the context otherwise requires, will have the meanings given to them as follows:

- (a) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Work, all as may be in force from time to time;
- (b) **"Certificate of Completion"** means subject always to Article V(c) of the Form of Agreement and to the warranty under GC 45, a certificate issued by the Engineer accepting the Contractor's certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents;
- (c) **"Certificate of Substantial Completion"** means, subject always to Article V(c) of the Form of Agreement and to the warranty under GC 45 below, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved. Under no circumstances will issuance of the Certificate of Substantial Completion be deemed to mean that the City has accepted the Work as being in compliance with the Contract Documents;
- (d) **"Complete", "Completed" and "Completion"** mean the full and total completion of the Work as required under the Tender Documents and as certified by the Engineer pursuant thereto, including, but not limited to, the correction of all deficiencies, but excluding any corrections to the Work to be carried out during the warranty period provided for in the Contract or other on-going warranties or guarantees in respect of Work;
- (e) **"Consultant"** means Stantec Consulting Ltd. and Golder Associates and their authorized representatives;
- (f) **"Contract Price"** means the amount set out in Article V of the Form of Agreement;
- (g) **"Drawings"** means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the Work, including all drawings included in the Contract Documents;
- (h) **"Engineer"** means the engineer appointed pursuant to Article I of the Form of Agreement or his or her delegate, who may be an employee of the City or an independent engineer engaged by the City;
- (i) **"Plant"** means every temporary or accessory means necessary or required to carry on or Complete the Work and extra work, in the time and manner herein provided including, without limiting the generality of the foregoing, all tools, fixed and moveable machinery, engines, motor vehicles, trucks, compressors, all temporary structures such as workshops, sheds, storehouses, shoring forms, trestles and hoardings and all other appliances, apparatus or equipment of every sort, kind and description whatsoever;

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- (j) "Products" means material, machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Contract Documents;
- (k) "Specifications" means all specifications for the Work as shown, described and/or referred to in the Contract Documents;
- (l) "Subcontractor" means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefore;
- (m) "Substantial Completion" and "Substantially Complete" means, in respect of the Work, that the project that is the subject matter of the ITT and the Work has been sufficiently completed such that, even with any minor deficiencies therein that are yet to be rectified, it is ready to be fully put to use for its intended purpose.
- (n) "Surety" means a company issuing any bond required under the Contract to be furnished to the City;
- (o) "WCB" means the Workers' Compensation Board established and functioning pursuant to the *Workers' Compensation Act* (British Columbia), as amended, and/or related or successor legislation, and any successors in function thereto;
- (p) "WCB Legislation" means the *Workers' Compensation Act*, and all regulations thereto, including, without limitation, the Occupational Health & Safety Regulation, as amended or re-enacted from time to time;
- (q) "Work" means (unless the context requires a different meaning) the whole of the work, materials, matters and things required to be performed or supplied under the Contract and as described in the Contract Documents, including, but not limited to, all extra or additional work, materials, matters or things the City may order as herein provided;
- (r) "Work Site" means the place or places on and about the City property where the Work is to be carried out;
- (s) "Working Day" or "working day" means any day other than a Saturday, Sunday or "holiday" as defined in the *Interpretation Act* (British Columbia).

GC.2. INTERPRETATION

In the Contract, if appropriate in the context, the word person includes within its meaning non-personal, legal entities, the use of a masculine or feminine pronoun includes the other within its meaning, the use of an impersonal pronoun includes all personal pronouns within its meaning and any reference to the singular includes the plural where appropriate.

Drawings and Specifications are intended to be complementary. Should any difference exist between the Drawings and Specifications, or should any errors or inconsistency occur in any or between any of the Drawings and Specifications, the Contractor, before proceeding, will bring them to the attention of the Engineer.

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The Engineer, from time to time, will provide such detail drawings and information as he may consider necessary for the Contractor's guidance. These detail drawings will take precedence over previous Drawings and will be considered as explanatory to them and not as indicating changes in the Work.

Figures take precedence over scaled dimensions on Drawings. Scaling of dimensions, if done, is done at the Contractor's own risk.

Despite the above, in the event of any inconsistency between or among any Drawings and Specifications or any other Contract Documents or within any Contract Documents which could be construed as creating an ambiguity in relation to the Work required, the cost or amount of Products being supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (a) the portion of the Contract Documents most favourable to the City will be deemed to be correct;
- (b) the more specific provision will take precedence over the less specific;
- (c) the more stringent will take precedence over the less stringent; and
- (d) the more expensive item will take precedence over the less expensive.

GC.3. CASH ALLOWANCES

The Contract Price will include all cash allowances, if any, mentioned in the Specifications, which allowances will be expended in the whole or in part as the Engineer will direct, the Contract Price being adjusted in conformity therewith. All such cash allowances are inclusive of all expenses, overhead and profit to the Contractor in relation thereto.

GC.4. WCB COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR

- (a) **Payment of WCB Assessments** - The Contractor, at its expense, will procure and carry or cause to be procured and carried and paid for, full WCB coverage for itself and all workers, employees, servants and others engaged in or upon any of the Work and will cause each of its Subcontractors to procure and carry full WCB coverage for themselves and each of their workers, employees, servants and others engaged in or upon any of the Work. The City has the unfettered right to set off the amount of any unpaid WCB premiums and assessments against any monies owing by the City to the Contractor. The City will have the right to withhold payment under the Contract until all such required WCB premiums, assessments or penalties in respect of the Work have been paid in full.
- (b) **Designation of Contractor as Prime Contractor** - The City now designates the Contractor as the "Prime Contractor" for the purposes of the WCB Legislation, and the Contractor now acknowledges and agrees to its designation as such.
- (c) **Prime Contractor's Obligations** - Without in any way limiting the Contractor's obligations under the WCB Legislation, and by way of example only, the Contractor will:

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- (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for all Work Sites;
 - (ii) provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WCB Legislation; and
 - (iii) within five (5) working days of the City delivering the Notice of Award, and, in any event, before commencing the Work, sign and deliver to the City the "Prime Contractor Agreement" in the form attached as Appendix A to these General Conditions.
- (d) **General WCB Obligations** - In addition to the Contractor's obligations as the Prime Contractor, the Contractor will have in place at all times under the Contract a safety program acceptable to the WCB and will ensure that the Contractor and all Subcontractors and all their respective workers observe and comply at all times during the performance of the Work with all City and WCB safety policies, rules and regulations.
- (e) **Notice of Project** - Prior to commencement of construction, the Contractor will:
- (i) complete and file with the WCB a "Notice of Project" in accordance with Section 20.2 of the *Occupational Health and Safety Regulation*;
 - (ii) post the Notice of Project at all Work Sites; and
 - (iii) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at all Work Sites.
- (f) **Initial Proof of WCB Registration/Good Standing** - Within fourteen (14) working days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Subcontractors' WCB registration numbers.
- (g) **Subsequent Proof of WCB Registration/Good Standing** - Within fourteen (14) working days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under the Contract for Work performed, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered and in good standing with the WCB and that all WCB assessments have been paid to date.
- (h) **Pre-Contract Hazard Assessment** - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WCB Legislation as an "owner of a workplace". Despite the City's statutory obligations in that respect, the Contractor, as the Prime Contractor for WCB Legislation purposes, may not rely on that "Pre-Contract Hazard Assessment" and by the terms of the Contract will assume full responsibility for carrying out the City's obligations under Section 119 of the *Workers Compensation Act*, including without limitation, and by way of example only, conducting all due diligence by inquiring with appropriate City staff and departments to determine whether anything, is known or has been put into City records regarding the Work Sites that might indicate there

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is a need to identify and take steps to eliminate or control any potential hazards to the health or safety of persons there. The City will make reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) working days of the City delivering a Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Engineer prior to the City being obligated to issue the Notice to Proceed.

- (i) **Special Indemnity Against WCB Non-Compliance** - The Contractor will indemnify the City for and hold it harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (i) any unpaid WCB assessments of the Contractor or any Subcontractors;
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Work, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, alleged by the WCB to constitute a breach of the WCB Legislation or other failure to observe safety rules, regulations and practices of the WCB, including, without limitation, any and all fines and penalties levied by the WCB; or
 - (iii) any breach of the Contractor's obligations under this General Condition 4.

GC.5. LABOUR

The Contractor agrees to employ appropriate trades persons for the Work. Where they are covered by collective agreements, the Contractor will abide by the wage requirements and conditions thereof. Notwithstanding the foregoing, the Contractor will pay or cause to be paid to every person employed on the Work not less than the wages or remuneration generally accepted as being current market rates at the time.

The Contractor will endeavour to avoid labour problems and minimize work stoppages, jurisdictional or other labour disputes on the Work Sites.

GC.6. COMMENCEMENT AND COMPLETION OF THE WORK

The Contractor will not commence the Work or procure any material therefore until it has received the Notice to Proceed. Forthwith after the receipt of the Notice to Proceed, the Contractor will begin the Work and thereafter continuously carry it out to Completion and will Complete and give full possession thereof on or before the date specified by the Contractor in its Tender or a date otherwise agreed in writing by the City.

No progress or interim estimate or certificate will release the Contractor or its surety from any responsibilities in connection with the Work, the Contract or the Performance and Material and Labour Bonds required thereunder or will be taken as evidence of any release therefore or as an acceptance of any of the Work or as a waiver of any condition herein.

On Completion of the Work, in addition to all other terms and conditions of the Contract, the Contractor will:

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- ensure that the Work is left in good and satisfactory condition at the time of its Completion, fully finished and Completed in all respects in accordance with the requirements of the Drawings and Specifications;
- remove all surplus and refuse materials and rubbish left over from the vicinity of the Work and will leave Work Site in a neat and tidy condition;
- repair any damage or injury to any property of any kind in any way caused by the performance of the Work; and
- ensure that wages to all workers involved in the Work are paid therefore and that every other requirement of the Contract has been complied with.

If the Contractor fails to finish the Work in accordance with the provisions of the Contract, or if the Work or any part thereof is taken out its hands pursuant to the Contract, the City may finish the Work as agent for the Contractor, at the Contractor's expense, or proceed as provided in GC.54 below.

Before the City accepts the Work after completion thereof, the Contractor will notify the Engineer in writing that the Work is ready for final inspection. Upon receipt of that notification, the Engineer will arrange for an inspection of the entire Work on behalf of the City.

If, in its inspection of the Work, the City identifies any defects or omissions therein, the Contractor will correct them and the City will inspect and if necessary re-inspect the corrections before it will accept the Work as being Complete.

GC.7 DELAYS

(a) Delays

- (i) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the City, or anyone employed or engaged by it, contrary to the provisions of the Contract, then the time fixed herein for Completion will be extended for such reasonable time as the Engineer may decide.
- (ii) If the Contractor is delayed in the performance of the Work by any court order or order of any other public authority having jurisdiction to make such an order, and provided that such order was not made as a result of any act or omission on the part of the Contractor or anyone employed or engaged directly or indirectly by it, then the time fixed for Completion herein will be extended for such reasonable time as the Engineer may decide.
- (iii) If the Contractor is delayed in the performance of the Work by labour strikes, fire, earthquake or other unforeseeable causes beyond the Contractor's control, then the time fixed for Completion of the Work will be extended for such reasonable time as the Engineer may decide, but in no case will the extension be less than the time lost as a result of the event causing the delay, unless such shorter extension

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is agreed to by the Contractor. The Contractor will not be entitled to payment for any costs, losses or damages incurred as the result of such delay.

- (iv) The Engineer, from time to time, may suspend the performance of the Work in whole or in part for such period as he may deem expedient, and the Engineer will order in writing that the time fixed in the Contract for the Completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- (v) No extension of time for Completion of the Work will be made for any delay therein unless the Contractor gives to the Engineer a written notice of claim for an extension, not later than seven (7) calendar days after the commencement of the delay. In the case of a continuing delay only one notice of claim will be necessary.
- (vi) In the event the Work is delayed or suspended in accordance with:
 - (a) subparagraphs (a)(i) or (a)(iv), the Contractor will not be entitled to make any claim for any losses, costs or damages resulting from such delay or suspension of the Work, except and unless, within seven (7) calendar days of the occurrence of such delay or suspension, the Contractor gives notice in writing to the Engineer of the claim and the basis thereof. Such claim will be limited to such unavoidable direct costs (excluding all charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension. In the case of a delay as described in subparagraph (a)(i) or a suspension pursuant to subparagraph (a)(iv), a sum equal to five percent (5%) of such unavoidable direct costs (in lieu of all profit) will also be allowed. Nevertheless, and despite any other term of this Contract, in no event will the City's liability for any delay claim (whether under this GC 7 or otherwise, at law or in equity, in contract or in tort) exceed the lesser of five hundred dollars CDN (\$500.00) for each working day of delay or three percent (3%) of the Contract Price. All unavoidable direct costs claimed by the Contractor must be submitted to the Engineer for verification and at the same time substantiated on a weekly basis as incurred, failing which, they will not be considered nor payable by the City. Authorization for any payment of the claim will only be given by written work order, duly signed and issued by the Engineer; and
 - (b) subparagraphs (a)(ii) or (a)(iii), the Contractor will not be entitled to payment for any costs, loss or damages incurred as the result of such delay and despite any other term of the Contract, the City will incur no liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.

- (b) Non-Avoidance

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No delay or suspension described in this GC 7 will vitiate or void the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the City chooses otherwise.

(c) Resumption of Work

At the end of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the Engineer requiring resumption of the Work, the Contractor will at once resume performance of the Work and diligently carry on the same under the direction of the Engineer.

(d) Continuance of Work after Time Fixed for Completion

If at any time the City gives permission to the Contractor to continue work after expiry of time required under the Contract for Completion of the Work or as otherwise consented or agreed to or ordered by the City, such permission will not be a waiver of damages for failure to Complete the Work within the time required thereby, and the City may withhold such amounts from payments otherwise due to the Contractor as the Engineer deems necessary to satisfy claims by the City or other contractors caused by such non-compliance with the requirement for the Completion of the Work by or within such time.

GC.8. SPECIFICATIONS AND DRAWINGS

The Contractor will keep a field office at the Work Site at all times while carrying out the Work and will keep available there to the Engineer at all times a complete set of the Specifications and Drawings and of any further drawings which may from time to time be supplied or approved by the Engineer. The Contractor will be supplied with five (5) sets of Specifications.

Wherever standard Specifications are referred to, they will be the latest edition of such standard Specifications and will be considered to be a part of the Contract.

The Contractor will be supplied with five (5) prints of each of the Drawings and must satisfy itself as to the accuracy of those prints in every detail. Any additional copies desired will be furnished by the Engineer at the Contractor's expense.

The Drawings are intended to show the position and extent of the Work, the general features of the design, construction, dimensions and proportions of all principal components thereof, but neither they nor the Specifications are guaranteed to show or describe every component, part or detail of the Work and any such parts and details not shown or described therein, that may fairly be considered to be necessary for the proper execution and Completion of the Work, will be deemed to be included in the Contract.

The Contractor will carry out the Work so that any component, part or detail thereof that is imperfectly, inaccurately or imprecisely described or shown in the Drawings or Specifications will be carried out as if they were perfectly, accurately and precisely described.

The City, from time to time, may issue further drawings or specifications or revised drawings or specifications as it deems necessary, and such drawings will be deemed to form part of the

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Contract. The Contractor will ensure that all of its copies of the Drawings and Specifications are kept up to date at all times with any such revised and additional drawings and specifications.

All Drawings and Specifications and any other construction aids the City has furnished to the Contractor are and will remain the City's property and are to be used only with respect to the Work, are not to be copied or revised in any manner without the written authorization of the Engineer and are to be returned to him on request on Completion of the Work.

GC.9. SHOP DRAWINGS

- (a) The Contractor will submit to the Engineer promptly, so that no the delay in the Work or the work of any other contractor to the City will occur, one (1) copy of all shop or setting drawings and schedules required for the Work, and the Engineer will review and approve them with reasonable promptness. The Contractor will make any changes thereto that the Engineer may then require, and file with the Engineer one (1) copy as changed.
- (b) The Engineer's review and approval of the Contractor's shop and setting drawings and schedules will not relieve the Contractor from the requirements of the Contract in relation to deviations from Drawings and Specifications, unless the Contractor has notified the Engineer in writing about any such deviation at the time of submission the shop and setting drawings, nor will it relieve the Contractor from the responsibility for errors of any sort in shop drawings or schedules.

GC.10. RECORD PLANS

The Contractor will supply the Engineer with three (3) complete sets of "as constructed record plans" for the Work, showing the Work as constructed, on or before the date the Contractor makes application to the Engineer for a Certificate of Substantial Completion.

GC.11 ENGINEER AS SOLE JUDGE - INTENTIONALLY OMITTED

GC.12. ENGINEER'S ABSENCE

In the Engineer's absence, any other City employee the Engineer may designate to supervise the Work in his absence, subject to his instructions, will have full power to make decisions for the City regarding the Work, and the Contractor will follow the instructions or orders of persons so designated.

GC.13. ACCESS AND ASSISTANCE

The Contractor, at no additional expense to the City, will furnish the Engineer, and any other City employees authorized by him to supervise the Work for the City, with convenient means of access at all times to all parts of the Work, and will assist them in carrying out thorough inspections of the same, culling or removal of doubtful or defective material or Products used or intended to be used in the Work and for any other purpose required in connection with the Work.

GC.14. COMMUNICATIONS WITH CONTRACTOR

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At all times during the performance of the Work, the Contractor will maintain within the Greater Vancouver area an office equipped with a telephone and staffed at all times on all Working Days between 8:30 a.m. and 4:30 p.m. with a representative the Contractor authorized to act on its behalf in connection with the Work and the Contract.

Before commencement of construction, the Contractor will provide the Engineer with a list of at least three persons with authority to act on the Contractor's behalf in times of emergency in connection with the Work, at least one of whom will be available at all times 24 hours per day after commencement of the Work until Completion thereof.

Any notice or communication to the Contractor pursuant to the Contract will be deemed to be well and sufficiently given, delivered and received by the Contractor if handed to the Contractor or any of the Contractor's apparent representatives, if the Contractor is an individual, or to any of its apparent representatives, if it is not an individual, or if mailed or sent to the Contractor at the address set out in its Tender, or to its place of business, if that is different from the address given there, or left for the Contractor at any Work Site or by fax or e-mail to the Contractor's fax number or email address as set out in the Tender.

In any written or printed notice the City gives communicating to the Contractor regarding requirements for the Work or otherwise in connection with the Work or the Contract, the City will not be obligated to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof, or the precise spot or spots where the Work, material or Products that may be defective, or where any of the Specifications have not been observed, but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms and sufficiently clear, in the Engineer's opinion, to indicate where the defects or trouble exists, will be deemed to be and will be ample notice.

GC.15. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

The Contractor will ensure that the Work is adequately and effectively supervised at all times by an experienced, competent supervisor and any necessary assistants, to the satisfaction of the Engineer. Prior to commencing the Work, the Contractor will inform the Engineer of the identity and contact information of the Work supervisor(s) and will not thereafter make any changes thereto without the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case, the Contractor will immediately notify the Engineer with the identity of the replacement supervisor(s). The supervisor(s) will represent the Contractor at the Work Site, and City directions given to the supervisor on minor matters will be considered to have been given to the Contractor.

Should any person employed on the Work Sites, or in connection therewith, give any just cause for complaint, the Engineer may require that such person be taken off the Work and not be again employed by the Contractor in connection with the Work without the prior written consent of the Engineer.

GC.16. INSPECTION OF WORK

The Engineer may appoint inspectors or surveyors to inspect the Work at anytime. Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of the Products to be used therein. Such inspectors and surveyors will not be authorized to revoke,

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alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.

GC.17. DAILY REPORT

The Engineer may maintain a detailed daily report regarding the progress of the Work, the number of Contractor personnel at the Work Site(s), materials delivered thereto and all such other matters relating to the Work he deems necessary to record. The Engineer's daily reports will be kept in the Engineer's Work Site office, if there is one, or in his permanent office if there is no site office, and the Engineer may require the Contractor or an authorized representative thereof to read and sign each such daily report. In case of any difference of opinion between the Engineer and the Contractor regarding the particulars recorded in the Engineer's daily report, the Contractor, within seven (7) calendar days of reviewing the report, will give written notice to the Engineer describing such difference and the Engineer may consult with the Contractor further regarding the difference.

GC.18. WEEKLY MEETINGS

The Contractor will meet in person with the Engineer at the Work Site at least once each week while the Work is being performed to discuss Work performed in the previous week and Work planned for the next week.

GC.19. CONSTRUCTION SCHEDULE

Unless the City otherwise agrees in writing, the Contractor will perform with Work in accordance with the deadline's required in the Contract Documents and the Contractor's preliminary construction schedule submitted as Schedule "B" to the Form of Tender.

The Contractor will inform the Engineer immediately of any changes the Contractor proposes in that schedule, and if, in the Engineer's opinion, the proposed changes thereto will result in the Work not being Completed within the times required under the Contract, or is otherwise not in accordance with the Tender, the Engineer, without in any way limiting the City's rights or the Contractor's obligations under the Contract or otherwise in respect of scheduling of the Work and delays in the Completion thereof, may require the Contractor to submit a revised construction schedule to the Engineer to provide for the timely Completion of the Work in accordance with the Contract.

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GC.20. MAINTENANCE OF SCHEDULE

(a) Work Delayed by the Contractor

If at any time, in the Engineer's opinion, the Work is behind schedule according to the Contract, the Contractor, at its expense, on notice from the City, will use such additional workers and/or shifts for the Work as may be necessary to put the Work back on schedule.

(b) Work Accelerated by the Engineer

If at any time for any reason the City finds it necessary or expedient that the Work should be Completed at an earlier time than provided for in the Contract Documents, the City, by written notice from the Engineer to the Contractor, may require the Contractor to add additional workers and/or shifts for the Work, for which the City will pay:

- (i) the substantiated extra cost to the Contractor of such additional workers and/or shifts; and
- (ii) an agreed percentage of that amount as for profit thereon.

Subject to the terms of the Contract, in order to be entitled to be paid remuneration as described above for such additional workers and/or shifts, the Contractor must present to the Engineer for his approval on a daily basis all time sheets and other records covering all such additional workers or shifts to the Engineer and will be entitled to be paid only on the basis of such records which are approved by the Engineer.

(c) Work Out-of-Sequence

The Contractor, at no additional charge, will perform the Work as to operation or location, out-of-sequence as and when directed by the Engineer.

(d) Execution of Other Works or Contracts

If at anytime while the Contractor is carrying out the Work, the City or any other contractor on its behalf needs access to the Work Sites in order to carry out any other City work, the Contractor will cooperate fully with the City or its other contractor, as the case may be, as the Engineer requires so as to enable City workers or other contractors to carry out their operations within and about the Work Sites at the same time the Contractor is carrying out the Work, and at any other times the Engineer may require, and in connection therewith, the Engineer, in his discretion, may impose on the Contractor any requirements the Engineer considers to be necessary or advisable in order to ensure that the Contractor and any City workers or other contractors may work along side each other or alternate the timing of their operations in such a way so as to continue and carry out their respective duties and obligations in the order and priority determined by the Engineer, and the Contractor will proceed in such manner with and complete in such order such portions of the Work as the Engineer may so require. No inconvenience or alleged inconvenience arising from any such arrangements will form any ground for any claims by the Contractor against the City for any losses or damages arising in connection therewith.

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GC.21. EMERGENCIES

The Engineer may require the Contractor to stop the Work whenever in the Engineer's opinion such stoppage may be necessary to ensure the safety of life, the Work or any neighbouring property and, in connection therewith, may in writing order changes in the Work and assess and authorize payment to the Contractor for any extra cost to the Contractor resulting from such change orders.

GC.22. SUBCONTRACTORS, SUPPLIERS AND BUILDERS LIEN ACT

The Contractor will supply complete information to Subcontractors and equipment and material suppliers. The Contractor agrees to bind every Subcontractor by the terms of the General Conditions, Supplementary General Conditions, Drawings, Specifications, and other Contract Documents as far as applicable to their component of the Work. Where both Specifications and Drawings are required to provide complete information on any aspect of the Work, the Contractor shall supply both to the Subcontractor or supplier concerned.

In every subcontract the Contractor will specify that the Contractor will be responsible for payment certification under that subcontract for the purposes of the *Builders Lien Act* (and not the City or Engineer).

GC.23. CONTRACTOR'S PLANT AND UTILITIES

The Contractor, at its expense, will supply, maintain and remove its field office and whatever electric or telephone facilities he requires for his Plant for either domestic or construction purposes.

The Contractor must provide and properly maintain, in clean and sanitary condition, suitable and convenient privy or toilet accommodation for the Contractor's employees so that they will not be a source of inconvenience, complaint or nuisance to the public or to others in the vicinity of the Work Site(s).

The Contractor will make all necessary arrangements with the City's Engineering Department to obtain water from the City's water supply.

GC.24. PLANT, LABOUR AND MATERIALS

Except as otherwise provided in the Contract Documents, the Contractor, at its expense, will provide all necessary temporary buildings and storage grounds in connection with the Work and will furnish all necessary labour, materials and plant together with all proper and required facilities for moving and transporting the same so the Work can and will be carried out in a good and workmanlike manner in accordance with the Contract in all respects. Unless otherwise specified, all materials incorporated into the Work will be new and of good quality.

Should any Plant, equipment, appliance, materials or workmanship put into or used in carrying out the Work which the Engineer may consider to be poor quality or unfit for use therein be brought to the Work Site or put into the Work, the Contractor will completely remove the same within twenty-four (24) hours after notification to that effect from the Engineer, and in the case

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of any failure or neglect on the part of the Contractor to remove the same as the Engineer may require, the City, at the Contractor's expense, may cause the same to be taken away at the Contractor's expense, and deposited or otherwise disposed of in any place and manner the Engineer considers convenient or proper, in which case, the Contractor will pay the City forthwith on demand, all expenses the City may incur in relation thereto, including, without limitation, the costs of removal, transportation and storage or disposal, if any, or the same may be deducted or collected by the City as provided in GC 50.

GC.25. MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

Materials and equipment supplied by the Contractor in performing the Work will be as specified in the Contract Documents. If the Contractor wishes to supply and install items for the Work other than specified, it must first apply to and must receive written permission from the Engineer therefore. Descriptive literature and price schedules covering such alternative items will be supplied to the Engineer if requested.

The Contractor will furnish for the Engineer's approval as the Engineer may require samples of any material of any kind the Contractor intends to use in the Work, but the Engineer's approval in that respect will not in any way be an approval of the Work or preclude the City from later rejecting any portion of the Work which in the Engineer's opinion does not comply with the provisions of the Contract or is otherwise unsatisfactory.

GC.26. MATERIAL IN IMPERIAL UNITS

Where manufactured materials that are specified in metric units are not available, materials manufactured to Imperial units may be substituted, provided the Contractor can satisfy the Engineer that the substitute materials are at least equivalent to those specified.

GC.27. SUPPLY OF MATERIALS BY THE CITY

The City, at its option, may supply materials to the Contractor to be incorporated into the Work, but, before incorporating any such materials into the Work, the Contractor will thoroughly inspect them for suitability and condition and on that basis will either accept them as is for use in the Work or inform the Engineer forthwith in writing of any the Contractor considers to be in any way unsuitable, of poor quality, defective or damaged. The Contractor, at its expense, will replace any materials supplied by the City damaged after the Contractor pursuant to these provisions has accepted them for use in the Work. If the Contractor does not inform the City forthwith in writing as required hereby that any such materials are unsuitable, of poor quality, defective or damaged, the Contractor will be considered to have accepted them pursuant to this provision for use in the Work. Any materials supplied by the City for the Work that are damaged after the Contractor has accepted them for use in the Work will be replaced by the Contractor at its expense.

Any materials supplied by the City for the Work that in the end are not required for the Work, will remain the property of the City. The Contractor will ensure that all such excess materials are neatly stored at the location the City originally gave possession of them to the Contractor.

GC.28. TEMPORARY STRUCTURES

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All temporary structures the Contractor may erect on City property in connection with the Work, will remain the Contractor's property and will be fully removed therefrom on Completion of the Work.

The Contractor will be responsible for the design, adequacy, safety and efficiency, of all falsework, temporary structures and construction processes required at the Work Site in connection with the Work. All such designs and plans will be prepared and sealed by a Professional Engineer licensed to practice in British Columbia and, prior to putting any such structures in place at the Work Site, the Contractor will submit the designs therefore to the Engineer for review, but such review will not relieve the Contractor of any responsibility. The Contractor, at its expense, will correct any defects in any such designs as the Engineer may identify.

GC.29. WORK AREAS AND CONTRACT LIMITS

The Engineer will determine the locations of Work Site boundaries.

The Contractor, as much as is practicable, will confine its operations to the Work Site. The Contractor, at its expense, will acquire the right to use any space outside Work Site boundaries that it requires for the performance of the Work.

Except as may otherwise be provided for in the Contract Documents, before the Contractor is scheduled to begin performing the Work, the City will attempt to obtain all permits and easements that may be needed to carry out the Work, but if by that time the City has not finalized such arrangements, the Contractor will reschedule components of the Work if necessary to postpone working on any areas for which such permits or easements have not yet been obtained. No extra compensation will be payable to the Contractor for any for any extra costs it might incur in such circumstances.

In performing the Work, the Contractor may need to do the following work outside of the Work Site perimeter(s):

- (a) installation of barricades and barriers and other traffic control measures; and
- (b) repairing and making good property and/or improvements which are damaged or destroyed by the Contractor's operations.

GC.30. OFFICE FACILITIES FOR THE ENGINEER

The City, at its option, may put a field office for itself in place within the Contractor's storage area at the Work Site, and the Contractor will cooperate fully with the City in locating such a field office and in enabling City personnel to park near to it and to access it at all times.

The Contractor may be asked to provide certain services for the field office. The Engineer will arrange for payment to the Contractor for such services, separate from the Contract Price.

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GC.31. STORAGE AREAS

The Engineer will allocate working, staging and storage areas for use by the Contractor in connection with the Work. The Contractor, at its expense, will ensure that all such areas are kept in good repair and in a clean, tidy and safe condition and on Completion of the Work will clean-up and return all such areas to their original condition.

GC.32. HOURS OF WORK

See Supplementary General Conditions, paragraph 1.0.

GC.33. TRAFFIC CONTROL

The Contractor, at its expense, will ensure that as much as is reasonably possible or practicable all roadways and pedestrian passage ways upon which the Work is performed are kept open to public use, or restricted public use, to the Engineer's satisfaction, and at all times beginning on commencement of the Work until Completion, except as may be expressly provided otherwise in the Contract, the Contractor, at its expense, in accordance with the Province of British Columbia's Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition), will provide all necessary traffic control services in connection with portions of the Work being conducted on or otherwise affecting traffic on City streets, lanes or sidewalks, all of which will include, without limitation, to the Engineer's satisfaction, the following:

- construction warning devices and signs;
- all suitable and prudent barriers, fencing and other suitable access prevention equipment;
- all necessary directional or redirection signage;
- all flagpersons, watchpersons and lighting equipment;
- an experienced, certified traffic control supervisor dedicated strictly to coordinating, implementing, and monitoring their work and to deal with any issues that arise in connection with traffic management and control in and about the Work Sites;
- maintaining safe access to the surrounding businesses - this will require the use of ramps and bridges to cross over any newly poured concrete;
- maintaining safe pedestrian access around or through their work zone;
- keeping sidewalk accessibility by pouring the filler walk separately, if necessary;
- closing only one sidewalk at a time (no closure of both the south and north side simultaneously) while still maintaining accessibility for able bodied pedestrians within a safe provision on the roadway;
- closing only one crosswalk within an intersection at any time. Three pedestrian crossings within an intersection must be retained at a minimum;
- appropriate monitoring of the site, traffic set-up, and provide a 24-hour contact number in the event of an emergency;
- employee parking is not allowed or provided for within the Work Sites. This causes staging and delivery constraints and is a WCB concern;

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- providing communication pamphlets to residents and businesses with a telephone contact of a site superintendent and/or a traffic coordinator for the project; and
- scheduling and coordinating the Work as it may affect any major arterial intersections in consultation with and at the direction of the City's the Traffic Management Branch and/or the Engineer.

The Contractor will submit to the Engineer, subject to the Engineer's approval, within fourteen (14) calendar days of receipt of the Notice of Award, a traffic management plan showing the expected traffic management areas around the Work Sites and the Contractor's plan for managing traffic in those areas while the Work at all times beginning on commencement of the Work until Completion and, within two (2) working days of any request by the Engineer for modifications to the Contractor's traffic management plan after commencement of the Work, a modified traffic management plan addressing all such matters as required by the Engineer.

At all times from the time of commencement to the time of Completion of the Work, the Contractor will ensure that all obstructions and hazards or potential hazards to pedestrian or vehicular traffic created in connection with the Work, including, without limitation, trenches and/or other excavations, out-of-grade utility-access covers, are prudently and effectively barricaded and adequately marked with highly visible signs and/or warning devices.

Unless ordered otherwise by the Engineer, the Contractor will inspect all barricades, barriers and warning signs and devices at the Work Sites at least once per day.

When any of the Work is carried out at night, the Contractor, at its expense, must supply a sufficient number of electric or other approved lights to enable the Work to be done in an efficient, safe and satisfactory manner, and the Engineer may order additional lights at the Contractor's expense if, in the Engineer's opinion, they are or may be required and the Contractor will immediately carry out any such orders.

The Contractor will record the vehicle licence plate numbers of any vehicles legally parked in locations in which parking will be prohibited or restricted while Work is being performed, at the in time of placement of signs, and provide to the Engineer the information recorded, and the Contractor will notify the Engineer by telephone for further instructions if any those vehicles are still parked there when Work there commences.

The City's Parking Enforcement Branch and the Vancouver Police Department are the only authorities authorized to require the towing away of vehicles parked illegally on City streets, and, as between the City and the Contractor, the City will cover any such towing costs and other related costs.

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GC.34. PUBLIC CONVENIENCE

In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the Engineer's opinion. The Contractor will not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or public property, without the Engineer's permission nor will the Contractor allow the same to remain thereon longer than necessary and must remove all rubbish and other material and clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed within four (4) working days after the Completion of the Work and without previous notice to the Contractor the Engineer will proceed to do whatever is necessary to restore such places to as good and as tidy a condition as before the commencement of the Work and charge the cost thereof against the Contractor. Where the Contractor obstructs more of the street, roadway or place than is ordered or sanctioned by the Engineer in writing, then the Engineer may cause such obstructions to be removed at the expense of the Contractor.

GC.35. ACCESS TO EXISTING STRUCTURES

The Contractor will at all times maintain satisfactory pedestrian access to buildings and private property.

The Contractor will provide suitable notice to affected property owners prior to changes in access. Interruption of access to any entrance will be kept to a minimum.

The Contractor will maintain fire exits from existing buildings as required by the Fire Department.

GC.36. PROTECTION OF WORK AND PROPERTY

The Contractor, at its expense, at all times after commencement of the Work until Completion thereof, will ensure insofar as is reasonably practicable that the Work and all City property involved in the Work and all other property nearby are adequately protected nearby are secure and adequately protected from damage or injury by accident, theft or vandalism.

GC.37. FIRE, SECURITY AND SAFETY REGULATIONS

(a) Fire and Security

The Contractor will comply and will ensure that all its agents, employees, Subcontractors and suppliers involved in the Work comply at all times with any and all applicable fire regulations and any fire safety requirements imposed from time to time by the Engineer and any person having jurisdiction over such matters and with all security requirements imposed by the Engineer or other authorized representatives of the City will be complied with.

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Without limiting the Contractor's obligations under the Contract, the City, in its discretion, may assign security guards to the Work Sites from time to time and the Engineer will notify the Contractor any time the City chooses to do so. However, neither the City nor the Engineer will be responsible for any loss or damage to the property of the Contractor whether or not any such security guards watchmen are provided by the Engineer. The Contractor will remain responsible at all times to provide adequate security to all Work Sites and all materials and equipment stored or used there.

(b) Loss Control

The Contractor, at its expense, will provide a Loss Control Program in respect of the Work and all materials and equipment used therein, satisfactory to the City, to meet WCB and other requirements.

(c) Safety

At all times in the performance of the Work, the Contractor will carry out the Work and will ensure that persons the Contractor engages to participate in the performance of the Work will conduct themselves at all times while engaged therein in a safe manner in all respects and at all times in accordance with all applicable safety laws and the requirements of any authority having jurisdictions in respect of work safety.

Without limitation to any of its legal obligations regarding safety, the Contractor, at its expense, at all times while Work is underway, will ensure that there are personnel adequately trained to provide first aid and first aid equipment and supplies at the Work Site.

GC.38. DRAINAGE

The Contractor will keep all portions of the Work Site well drained at all times while the Work is in progress, and the Contractor will be responsible for all damage that may be caused or result from any water backing up or flowing over, through, from or along any part of the Work or that any of the Contractor's operations may cause to flow elsewhere.

GC.39. EXISTING UTILITIES

The Contractor will be responsible for the care of all public utilities and in the event that any of these need to be removed, raised or lowered permanently, this will be done either by the City or by the utility company interested and at the expense of the City. If temporary alteration of location is required for purposes of the construction, such work will be done by the City or by the utility company interested at the expense of the Contractor. The Contractor will be held responsible for and will bear the cost due to any damage done to utility services through its operations.

Reasonable notice must be given to the Engineer of any change required in utility services.

The Contractor, at its expense, will take all steps necessary to ensure that before commencing the Work it knows the exact locations of all utilities in the Work Site.

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The Contractor will ensure that none of its Work related activities result in access to fire hydrants being blocked, obstructed or restricted.

GC.40. DUST CONTROL

The Contractor will, at its expense, control and minimize dust created by its operations by water sprinkling or by other methods approved by the Engineer.

GC.41. CHANGES, EXTRAS, DEDUCTIONS & CLAIMS

The City, in its discretion, on notice to the Contractor, at any time before commencement or during performance of the Work and without invalidating the Contract, may make or require changes in the Work, including, without limitation, changes to any line, grade, Drawings, Specifications or detail thereof, or additions to the Work, and in such circumstances the Contractor will immediately put into effect and carry out any such changes or additions to the Work as the Engineer directs without being entitled to any extension of time for Completion of the Work or any additional remuneration therefore, except as herein provided.

Any time the City directs the Contractor to in any way change or add to the Work, the Contractor will notify the Engineer forthwith in writing of any additional remuneration the Contractor thinks it should receive for any such changes or additions to the Work and/or any additional time it will need to Complete the Work as a result of such changes or additions thereto, otherwise it will have no claim in respect thereof. The City will pay additional remuneration to the Contractor for any such changes or additions to the Work if and to the extent such changes or additions will substantially increase the Contractor's cost for performing the Work, in which case the City will pay the Contractor additional remuneration to cover the Contractor's reasonable, additional costs and a percentage of that amount for profit.

If the labour, equipment and/or materials actually put into the Work are less than originally contemplated in the Tender Documents and the Tender or if any changes in the Work that the City might require at anytime require less labour, equipment and/or materials than originally contemplated, then the Contract Price will be reduced accordingly by making deductions therefrom as follows:

- (a) using the unit or lump sum prices contained in the Tender applicable to such labour, equipment and material not required, or
- (b) if, in the opinion of the Engineer none of the unit or lump sum prices aforesaid apply, then using the hourly rates for work and labour or cost of material as set out in the Contract Documents, or
- (c) such fixed sum as agreed upon between the Contractor and the City.

The Contractor will submit to the Engineer in writing all claims for additional compensation in respect of which the Contractor believes it is entitled for any loss or additional expense in connection with its performance of the Work resulting from any unforeseen and unforeseeable thing or matter occurring in connection therewith for which the Contractor or its subcontractors or supplies are not responsible. All such claims must be submitted to the Engineer within thirty (30) calendar days after the occurrence of the thing or matter complained of and such

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occurrence and the alleged loss or expense must be fully and comprehensively described in the notice given to the Engineer. The City will not be required to consider or compensate the Contractor in any way for any claims not made in accordance with this provision. The City will consider all claims made in accordance with this provision and may compensate the Contractor therefore as the City, in its sole discretion, may decide.

GC.42. ERRORS BY CONTRACTOR

The Contractor, at its expense, will be fully responsible to correct or reverse any unauthorized changes or any errors it or any of its Subcontractors or suppliers have made in the Work as contemplated by the Contract Documents and all ground settling, earth or improvement washouts and all defects in the Work or the Work Site or surrounding areas.

GC.43. TESTING OF MATERIALS

Except where otherwise provided, the Contractor, at its expense, will carry out all necessary or advisable testing of materials to be put into the Work.

GC.44. DEFECTIVE WORK

The Contractor, at its expense, at any time until the expiry of all applicable warranty periods, will make all such excavations or openings in the Work for inspection purposes as the City may require and the Contractor, at its expense, will correct to the City's satisfaction any defects in the Work that the City in its discretion may identify and direct and will replace and repair all parts of the Work moved or damaged in such excavations and openings.

GC.45. WARRANTY

The Contractor will perform the Work in a proper and workmanlike manner, in accordance with the requirements of the Contract Documents, and will maintain the Work against any defects therein resulting from faulty installation, materials or workmanship during the period of twelve (12) months from the date of issuance of the Certificate of Substantial Completion and in a permanent manner and satisfactory to the City will correct any defects arising from any of these causes.

The City in its discretion will determine whether the Contractor is to replace or repair defective parts of the Work.

Should the Contractor fail to correct any defects in the Work within (3) working days after the City has notified it to do so, the City may do so and all costs, charges and expenses so incurred may be deducted or collected by the City as provided in GC 50.

If the City, in its discretions, considers any defects in the Work to be dangerous and that an emergency exists, the City, in its discretion may correct the defects immediately and all costs, charges and expenses so incurred may be deducted or collected by the City as provided in GC 50.

The decision of the City will be final as to whether there are any defects in the Work, the necessity or advisability of correcting such defects and in respect of the costs of such repairs.

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

GC.46. CONTRACTOR'S LIABILITY

The Contractor will be liable for any and all damages, or claims for damages, for injuries or damage to person or property done or caused by the Contractor, its Subcontractors or their respective employees or agents, or resulting from the prosecution of the Work or any of its operations, or caused by reason of the existence or location or condition of the Work, or of any materials, Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the part of Contractor, its Subcontractors or their respective employees or agents, to do or perform any or all of the several acts or things required to be done by the Contractor or them under and by the Contract.

If the Contractor fails in any way to faithfully and strictly perform the Work in accordance with the Contract, the City with or without notice to the Contractor (except where in the Contract notice is specially required), may take such steps, procure such material, equipment, contractors and workers and do such work or things as it may consider to be advisable to carry out the Work as required, and any and all expenses so incurred may be deducted or collected by the City as provided in GC 50.

Any such action taken by the City under this General Condition will not in any way relieve the Contractor or its sureties from any liability under the Contract.

GC.47. INSURANCE BY THE CONTRACTOR

The Contractor, at its expense, will obtain and keep at all times as provided for herein, in connection with the Work, the following insurance:

1. ALL RISK COURSE OF CONSTRUCTION INSURANCE

(a) Coverage

"All Risks" of physical loss or damage.

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(b) Property Insured

(i) At Site

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

(ii) Transit

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

(iii) Off Site

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

(c) Insured

The City, the Contractor, all Subcontractors, their respective employees and agents.

(d) Term

During the period of the construction operations and also during any period in which the property insured is being prepared for occupancy and while partially occupied provided all coverage will cease when the Work has been formally accepted as Complete by the City, whichever will first occur.

(e) Limit and Deductibles at Site

(i) Limit of Liability: Full Value of the Work

(ii) Deductible not to exceed five thousand dollars (\$5,000).

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2. WRAP UP LIABILITY INSURANCE

Wrap up liability insurance issued in the joint names of the Contractor, the Consultant, and the City protecting all other participants, including Subcontractors and their respective agents and employees, in all activities pertaining to the Project (Contract), with limits of not less than Minimum - Five Million Dollars (\$5,000,000), on an occurrence basis for bodily injury, death and property damage losses including loss of use thereof. This insurance shall be maintained continuously throughout the entire term of the project until its final acceptance, and thereafter, in the case of completed operations coverage, for a further period of not less than two (2) years, and shall contain the following extensions of coverage:

- i) Broadform Property Damage and Completed Operations
- ii) Personal Injury
- iii) Blanket Contractual Liability
- iv) Cross Liability and Severability of Interest Clause
- v) Contingent Employer's Liability
- vi) Non-Owned Auto Liability

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

- vii) Shoring, blasting, excavating, underpinning, demolition, removal, piledriving and grading, as applicable;
- viii) Hoist liability
- ix) Operation of attached machinery

3. AUTOMOBILE INSURANCE

Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with the Contract with Third Party Legal Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence, or such higher amount as the City may require from time to time.

4. CONTRACTOR'S EQUIPMENT INSURANCE

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

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Waiver of Subrogation:

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

5. GENERAL

- (a) All insurance coverage described in this General Condition will be issued by an insurance carrier or agent acceptable to the City and licensed to conduct business in the Province of British Columbia.
- (b) The Contractor and all Subcontractors will be required to provide to the City, prior to commencement of the Work, a Certificate of Insurance in the form annexed as Appendix "B" to these General Conditions, showing that all insurance requirements hereunder are met.
- (c) The Contractor and its Subcontractors will be required to furnish evidence of the renewal of policies described in this General Condition by renewal certificate, endorsement or certified copy to be received by the City at least fifteen (15) calendar days prior to the expiry date of the policy.
- (d) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the City does not approve any insurance policy or policies submitted to the City and the Contractor thereafter does not meet the requirements of the City as to terms and conditions of the insurance policy, the City will have the right to place and maintain such insurance in the name of the Contractor. The cost thereof will be payable by the Contractor to the City on demand, and the City may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor will be stopped until satisfactory evidence of renewal is produced.
- (e) Each policy described in this General Condition will be required to be endorsed as follows:

Notice: "It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the Insurer giving at least sixty (60) calendar days prior written notice by registered mail to the City of Vancouver."
- (f) Without limiting its obligations under this Contract, the Contractor and each Subcontractor will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- (g) Deductibles

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All deductibles will be for the account of and be paid by the Contractor upon demand by the City.

The City will have the right to deduct amounts for which the Contractor is responsible under this Section from any monies are due or coming due to the Contractor under the Contract.

GC.48. CLAIMS FOR WAGES

The City may settle any claim for damages and pay all overdue wages payable to the Contractor's employees in relation to the Work or the money due and payable to any of the Contractor's suppliers for materials put or to be put into the Work or any unpaid amounts that are due and payable to any of the Contractor's Subcontractors in relation to the Work, and the amounts of any such payments the City may make hereunder will be a debt due from the Contractor to the City, as and for money paid on behalf the Contractor, and the City may deduct or collect all such amounts in accordance with the terms of the Contract, but the City does not assume any liability in this respect and the persons to whom any such payments are made will not thereby become employees, agents, suppliers or contractors to the City.

GC.49. LIENS

The Contractor will make payment and take all other steps which may be necessary to ensure that all money under the Contract, the Work and all City property will be free at all times from any lien or charge of any kind or to any attachment for debt, garnishment process or otherwise, and the Contractor and its sureties will fully indemnify the City for and save it harmless from any and all such liability, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed, released and discharged in every way from any money, the Work and City property.

Notwithstanding anything to the contrary contained in the Contract Documents, the City will not be obligated to pay to the Contractor any amounts otherwise due to the Contractor, if and for so long as any such liens, charges or other encumbrances exist.

GC.50. MONEY DUE TO CITY

The City may deduct from money payable to the Contractor under the Contract, and keep for itself, any money that becomes payable from the Contractor to the City under the Contract or otherwise in connection with the Work or the City may take all such other lawful steps as may be reasonably necessary to collect directly from the Contractor and/or its sureties as a debt due and payable such money as may become owing to the City from the Contractor under the Contract or otherwise in connection with the Work, and the Engineer may withhold any payment or certificate to be made or issued in connection with the Work as in his discretion he see fit until he is satisfied that the Work performed and material supplied so far are in accordance with the Contract and that the Contractor is otherwise entitled thereto.

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GC.51. ASSIGNMENT

The Contractor may not assign or transfer any sum of money due and payable to it or coming due and payable to it under the Contract or assign, transfer or subcontract to any person or entity any portion of the Contract or the Work without the City's express and prior written consent or except as may otherwise be expressly authorized under the Contract. The Contractor itself must supervise and carry out the Work with its own men and subcontractors.

This section does not apply in relation to the supply of materials to be incorporated into the Work. The Contractor may not under any circumstances assign or otherwise transfer its responsibilities under the Contract to supply such materials and any such purported assignment or other transfer will be invalid.

GC.52. CERTIFICATES, RECORDS AND PAYMENTS

(a) Payment Certifier:

For the purposes of the *Builders Lien Act*, if applicable in respect of the Work, the Engineer will be the person responsible for payment certification under the Contract, but not under any subcontract.

(b) Certificate of Substantial Completion:

(i) When the Contractor considers that the Work is Substantially Complete, it will give written notice to the Engineer to that effect, and, on the Engineer's initial inspection thereof, the Engineer will issue to the Contractor a list of deficiencies, if any, in the Work. When the Contractor has corrected all such deficiencies to the Engineer's satisfaction, the Engineer will inform the Contractor that the Work is ready for official inspection as to whether it is Substantially Complete, after which the Contractor will apply to the Engineer for a Certificate of Substantial Completion.

When the Contractor applies to the Engineer for a Certificate of Substantial Completion, the Contractor will deliver to the Engineer, to his satisfaction:

- a full set of "as constructed record plans" for the Work, as required by GC 10;
- documentation showing full compliance with all WCB requirements in connection with the Work; and
- a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing as of the end of the month from the Contractor to all third parties involved in the Work, including, without limitation, all consultants, Subcontractors and suppliers, have been paid.

(ii) Thereafter, the Engineer and the Contractor will inspect the Work together and will record details of any deficiencies remaining therein and include detailed descriptions of them on the Certificate of Substantial Completion. The date of Substantial Completion will be as expressly stated in the Certificate of Substantial

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Completion. Upon issuance of the Certificate of Substantial Completion, the Engineer will set a reasonable date for the Completion.

- (iii) The Certificate of Substantial Completion as described herein will serve as the Contractor's certificate for completion for the purposes of the *Builders Lien Act*, if applicable, and the date of Substantial Completion stated in the Certificate of Substantial Completion will be deemed to be its date of issuance for that purpose.

(c) Certificate of Completion:

After the Contractor has fully rectified all deficiencies in the Work to the Engineer's satisfaction, and on the Engineer receiving all statutory declarations required below, the Engineer will issue a Certificate of Completion.

(d) Statutory Declarations:

The Contractor will submit with all applications for payment such statutory declarations as may be required herein.

Prior to making any payment to the Contractor under the Contract, and as a condition thereto, the Engineer, in his discretion, may at any time require the Contractor to deliver to him a statutory declaration made under oath that all wages payable to all workers involved in the Work, all Products or other things supplied for use in or upon the Work and all amounts due to Subcontractors and suppliers have been paid in full and that no person or entity is entitled to any encumbrance, claim or lien in respect of any labour, materials or services, and that none are pending, supplied in connection with the Work or, if any such payments are outstanding and unpaid, that except, for any such outstanding and unpaid amounts, which must be described in detail in the statutory declaration, all wages and other amounts due and payable for services and materials supplied in connection with the Work have been paid in full.

The Engineer, in his discretion, may at any time require from the Contractor a statement showing the rates of wages paid by him for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any Products supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement will be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

Prior to final payment under the Contract, and as a condition to issuance by the Engineer of a Certificate of Completion, the Contractor will file with the Engineer a statutory declaration showing that all Work in respect of the Contract is Complete, all accounts for wages, services and materials supplied in connection with the Work are paid in full and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the Work and payments already received and now due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor in connection with the Work and under the Contract.

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(e) Other Documentation

The Engineer may at any time, as a further condition to any payment to the Contractor under the Contract, require the Contractor to furnish him with such other information as the Engineer, in his discretion, may consider to be necessary to establish to his satisfaction that the Contractor has complied fully with all provisions of the Contract.

(f) Books Open for Inspection

The Contractor will create in connection with the Work and the Contract, commencing immediately on receipt of a Notice of Award, and keep at all times thereafter, until for no fewer than three (3) years after Completion, a full, comprehensive and detailed set of records and make them fully available to the City at all times, on reasonable notice, for its inspection and copying.

(g) Products on Site

Payment will be made to the Contractor for Products required by the Contract when such Products are well and securely delivered and stored at the Work Site in accordance with the Contract Documents.

GC.53. TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

The City, in his discretion, may terminate the Contract at any time on written notice to the Contractor, notwithstanding that the Contractor may not be in default under the Contract, in which event the City will be required to pay the Contractor only for the Work actually performed and materials delivered to the Work Site in accordance with the Contract as of the date of the termination.

Upon payment of the aggregate of the aforesaid sums, the City, the Engineer and the Contractor will be released from their liabilities or obligations under the Contract save and except that the liabilities and obligations of the Contractor will continue with respect to deficiencies and warranties in and for the Work completed prior to termination.

GC.54. TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT

- (a) The City, without prejudice to any other rights it may have, may terminate the Contract forthwith upon notice to the Contractor if:
- (i) the Contractor neglects or refuses to execute the Form of Agreement within three (3) working days of receipt thereof from the City;
 - (ii) the Contractor neglects or fails to commence the Work within the time required in the Notice to Proceed;
 - (iii) the Contractor becomes insolvent, becomes a bankrupt, makes a general assignment for the benefit of creditors or in any way becomes the subject of any bankruptcy or other similar proceedings relating to its finances;

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- (iv) a receiver is appointed for the Contractor's business;
 - (v) the Contractor fails, on reasonable notice from the Engineer, to supply enough workers or materials for the Work;
 - (vi) the Contractor fails to pay any of its employees, Subcontractors or suppliers promptly;
 - (vii) the Contractor does not comply with the requirements of the WCB Legislation or any safety requirements of the Contract; or
 - (viii) the Contractor in any way breaches the Contract and, after the City gives reasonable notice to it to rectify the breach, fails to do so or repeats the breach.
- (b) On any such termination, the City may arrange for the performance of the Work by whatever means the City deems expedient or practicable, but without undue delay or expense, and the City may take possession of and make use in the Work of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Work Site as the Engineer, in his discretion considers to be necessary to perform the Work, which possession the Contractor hereby pledges to the City, as security for the performance of the Work, provided that upon Completion of the Work the Engineer will return to the Contractor in substantially their original condition (ordinary wear and tear excepted) all such things not used or incorporated in the Work, without any compensation for use thereof.
- (c) No such termination of the Contract will in any way alter or relieve the Contractor or any of its sureties under the Contract from any obligation or liability under the Contract, and the Contractor and its sureties in every case will be liable to the City for any damages it may suffer and expenses it may incur above the Contract Price by reason of termination of the Contract, and the same may be deducted or collected by the City as provided under the Contract, and all the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Contract will nevertheless continue in force.
- (d) The fulfilment by the Contractor of any requirement of the Contract may be enforced by legal proceedings and court order, without prejudice to any other remedy herein contained. Neither the City nor any of its officers or employees will be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the City.
- (e) No proceeding taken pursuant to this General Condition or pursuant to any other provision of the Contract, will at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise expressly agreed to in writing.

GC.55. SUBMITTALS

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The Contractor will submit product data and samples to the Engineer for review on request. The Contractor's responsibility for deviation in submissions is not relieved by the Engineer's review unless the Engineer gives written acceptance of specific deviations from the requirements of the Contract Documents. The Contractor will make any changes in submissions which the Engineer may request consistent with the Contract Documents and will resubmit as directed by the Engineer. The Contractor will not proceed with work until relevant submittals have been reviewed by the Engineer. The Contractor will co-ordinate submittals with the requirements of the Contract Documents and will allow fourteen (14) calendar days for the Engineer's review.

GC.56. NON-RESIDENT WITHHOLDING TAX

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the City may deduct from all money payable under the Contract and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency sums not greater than the greater of:

- (i) twenty-five percent (25%) of all money payable under the Contract; and
- (ii) sums required to be withheld and remitted by the *Income Tax Act* (Canada) as amended.

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

GC.57. PERSONAL EXAMINATION

The Contractor is required to carefully examine and inspect the Work Site, the Drawings, Specifications and all other Contract Documents. The Contractor shall satisfy himself as to the character, quality and quantity of work to be performed, materials to be furnished, and as to the requirements of the Drawings, Specifications and other Contract Documents. The Drawings and tables show or describe conditions as they are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon are actually existent, nor shall the Owner or any of its respective officers be liable for any loss sustained by the Contractor as a result of any variance between the conditions as stated in the Drawings, Specifications, or other Contract Documents and the actual conditions at the Work Site revealed during the progress of the Work, or otherwise.

The submission of a Tender shall be prima facie evidence that the Contractor has made such an examination and inspection. The Contractor agrees that the Contractor has satisfied him/herself by the Contractor's own investigation and research regarding all conditions, that the Contractor's conclusion to enter into the Contract is based upon such investigation and that the Contractor will make no claim against the City or the Engineer because any of the estimates, tests or representations of any kind affecting the Work made by any officer or agent of the City or the Engineer may prove to be in any respect erroneous. The Contractor assumes the risk of unforeseen conditions and agrees to complete the Work under whatever circumstances may develop. Any information shown or described in the Drawings, tables, Specifications or any other Contract Documents as to the soil or material borings or tests of existing material is not

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guaranteed, and no claim for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

GC.58. PERFORMANCE BOND

The Contractor, at its expense, by a surety company authorized to carry on business in the Province of British Columbia, will provide the City with a bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Price as surety for the due and proper performance of the Contract including warranty.

GC.59. LABOUR AND MATERIALS PAYMENT BOND

The Contractor, at its expense, by a surety company authorized to carry on business in the Province of British Columbia, will provide the City with a bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Price as surety for the due and proper payment for material and labour used in carrying out the Contract.

GC.60. OVERLOADING

The Contractor will not load any part of the Work Site with a load greater than it is calculated to bear safely. Should any damage or accident occur through the violation of this requirement, the City will hold the Contractor solely answerable and liable.

GC.61. CLEANING UP

The Contractor, at all times, will keep the Work Site free from accumulations of waste material or rubbish caused by the performance of the Work, and at the Completion of the Work, it shall remove all its rubbish from and about the Work Site and all its tools, scaffolding and surplus materials, and shall leave the Work Site in a condition acceptable to the City. In case of dispute, the Engineer may remove the waste material and/or rubbish from the Work Site and charge the cost to the Contractor as the Engineer shall determine to be just.

GC.62. SAFEGUARDING EXISTING PROPERTY

The Contractor will protect existing property, buildings, fences and other improvements of any kind during the term of the Contract. The Contractor shall make good to the satisfaction of the Engineer any damage done to the existing property, buildings, fences or other improvements. This applies to areas of private property incorporated in the Work Site.

Where removal of existing improvements such as pavement, fences, structures, sewers and ducts is necessary during the course of the Work, the same shall be re-established by the Contractor to the satisfaction of the Engineer. The cost of protection and rehabilitation shall be borne by the Contractor.

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GC.63. PATENT INFRINGEMENT

The Contractor will indemnify the City from and against all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the Work or of any material, Products, Plant, machinery, tool or appliance used therein or thereon, or in any way therewith.

1.0 DEFINITIONS

- (a) "City" means City of Vancouver
- (b) "Prime Contractor" means a Contractor designated by the City (City) to be the Prime Contractor on a project with respect to occupational health and safety ONLY.

All terms used but not defined in this Prime Contractor Agreement will have the meanings ascribed to such terms in the Contract Documents.

2.0 RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor.

- Contractor is to provide the City with a copy of their WCB "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Engineer.
- The Prime Contractor is to notify the City of any changes of status with the WCB during the course of the project.

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor will:

- Ensure the health and safety of the workers on the project.
- Inform all other employers for the project that they are the Prime Contractor.
- Coordinate all occupational health and safety activities for the project.
- Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the WCB Legislation.
- Review and complete a "Pre-Job Meeting Form" if the Engineer requests.
- For construction projects, post the Notice of Project on the Work Site and to WCB.
- See Section 20.2 of the *Occupational Health and Safety Regulation* for the general requirements of a Notice of Project.
- At each Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
- At each Work Site, provide the information listed in Section 20.3(4) of the *Occupational Health and Safety Regulation*.

Prime Contractor's Qualified Coordinator (Construction Only)

- Duties of the Qualified Coordinator are listed in Section 20.3(3) of the *Occupational Health and Safety Regulation* or page 13 of the City's Multiple Employer Workplace / Contractor Coordination Program (2003).

3.0 DESIGNATION

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a Prime Contractor as outlined in the City's Contractor Coordination Program (2003), Part III of the *Workers Compensation Act*, and all regulations thereunder.

As a Contractor signing this Prime Contractor Agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers' Compensation Board (WCB) *Occupational Health and Safety Regulation* and Part III of the *Workers Compensation Act*.

Any WCB violation by the Prime Contractor may be considered a breach of your Contract with the City resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contractor Agreement, I agree as a representative of the Contractor to accept all responsibilities of the Prime Contractor for this project.

Date:

Contract #

Name of Contractor

Qualified Coordinator's Name:

(Construction Only)

Name/Signature of Authorized
Representative/ Signatory of Prime

PRINT NAME and SIGN



CERTIFICATE OF INSURANCE
Project Specific Insurance

Section 7 a) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED: [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF PROJECT/CONTRACT: _____

3. **PROPERTY INSURANCE – ALL RISK COURSE OF CONSTRUCTION (Builder’s Risk Form) /INSTALLATION FLOATER**
 - Providing All Risk Coverage including Earthquake and Flood up to full replacement cost of the Project/Contract described above
 - Naming the City of Vancouver as an Insured and containing a Loss Payee Clause in favour of the City of Vancouver stating that proceeds of any claims against the Insurer be made payable to City of Vancouver as its interest may appear

INSURER: _____	INSURED VALUES: (Full Replacement Cost value of Project)
TYPE OF COVERAGE: _____	Limit: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. **WRAP UP LIABILITY INSURANCE (Occurrence Form)** in the Joint Named Insured of the Owner, City of Vancouver, Architects, Engineers, Consultants, Sub-consultants, Contractors, and Subcontractors, including their officials, officers, employees, agents, and all participants engaged in or connected with the above Project/Contract, including the following extensions:

- Personal Injury
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual Liability
- Broad Form Products and Completed Operations
- Broad Form Property Damage including Loss of Use
- Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- Work below ground level over 3 metres
- Excavation, shoring, underpinning, pile driving or caisson
- Demolition, removal or weakening of support of property
- Blasting
- Operation of hoist or attached machinery
- 24 months Completed Operations
- 36 months Completed Operations

INSURER: _____ POLICYNUMBER: _____

POLICY PERIOD: From _____ To _____

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive):

Per Occurrence:\$ _____ Aggregate:\$ _____ Deductible Per Occurrence:\$ _____

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

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

6. **OTHER INSURANCE (e.g. Contractors’ Equipment) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit**

7. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- b) *All property insurance policies must contain a provision in which the Insurer(s), upon payment of a claim will waive all rights of subrogation against the City of Vancouver, its officials, officers, employees or agents;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to the above described project/contract. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

InsCertCoVProjectSpecific_dot_Jan.08

INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART F - SUPPLEMENTARY GENERAL CONDITIONS

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**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART F - SUPPLEMENTARY GENERAL CONDITIONS**

1.0 HOURS OF WORK

The City's Noise Control By-Law allows construction between the hours of 7:00 A.M. to 8:00 P.M., Monday to Saturday, and 10:00 A.M. to 8:00 P.M. on Sundays and holidays. The Contractor will not undertake any work outside of these hours except as approved by the Engineer. A request for a Noise Control By-Law exemption to work outside the specified hours must be made in writing to the Mayor's Office a minimum of two (2) weeks prior to the work being done.

The City's forces work between the hours of 7:30 A.M. and 3:30 P.M. Mondays to Fridays, except statutory holidays. Work will not be performed by City forces or City inspectors outside these hours except by special arrangement agreed to by the Engineer or in case of an emergency. Work performed in the absence of a required inspection is not permitted.

2.0 WORK WITH ENGINEER

The Work shall be done in accordance with the Contract Documents and to the satisfaction of the Engineer. The Contractor shall coordinate the Work with the Engineer. The Contractor shall have no cause for claim against the City whatsoever with respect to delays or other interruption of the Work by City forces or due to the above requirement to coordinate the Work with the Engineer.

3.0 COORDINATION WITH OTHER WORK ON SITE

The Contractor will be responsible for coordinating the Work with other contractors and consultants, including the Consultant, who may be working on the Work Site. The Contractor shall have no cause for claim against the City whatsoever with respect to delays or other interruption of the Work due to the requirement to coordinate the completion of the Work with other parties working on the Work Site.

4.0 DESIGN AND INSPECTION

The Consultant has been hired to complete the Specifications and Drawings and to conduct site reviews of the Work. The Contractor will allow inspectors from the Consultant and the City to perform their site reviews while the Work is being performed, to confirm compliance with the Contract Documents.

5.0 COMPLIANCE WITH LAWS

The Contractor will conduct the Work in accordance with all Applicable Laws.

6.0 TRUCK AND EQUIPMENT SAFETY

The Contractor will ensure that all trucks and equipment used in connection with the Work are operated in a safe and courteous manner and in full compliance with Applicable Laws.

All truck operators must comply with the City of Vancouver by-laws regulating truck use, including truck route, engine brake noise, vehicle weight and load securement.

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CONSTRUCTION OF BYLAW IMPOUND LAW
PART F - SUPPLEMENTARY GENERAL CONDITIONS**

7.0 EXTRA WORK

Adjustments to the Contract Price on account of changes or extra work will be valued on the basis of the unit prices specified in the Form of Tender, Schedule "A" - Schedule of Quantities and Prices. Where no price is identified, adjustments shall be valued as follows:

- a) by any amount or method agreed to by the Engineer and the Contractor including new unit prices or a lump sum; or
- b) by force account, in accordance with SGC 8.0.

8.0 FORCE ACCOUNT

Payment for force account work will be calculated as follows:

- a) Labour

At the lesser of the hourly rates set out in the Form of Tender or the actual cost to the Contractor including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as WCB, Employment Insurance, holiday pay, insurance and all employee benefits. A markup of three percent (3%) on the foregoing will be allowed for all small tools. A markup of ten percent (10%) on the total of the foregoing will be allowed for overhead. A further markup of ten percent (10%) on the total of the foregoing, including the markup for overhead, will be allowed for profit.

- b) Equipment:

- i) Contractor Owned or Bare Rented. At the non-operated hourly rates as set out in the Approved Equipment Rental Rate Guide based on actual hours, in minimum increments of 0.5 hours, plus a ten percent (10%) markup to cover all overhead costs and profit. If equipment is not listed in the Approved Equipment Rental Guide then at a rate determined by the Engineer based on local equipment rates; and
- ii) Non-Contractor Owned and Operated. At the lower of the all round rate in the Approved Equipment Rental Rate Guide for operated equipment, or the actual rental costs incurred by the Contractor, as evidenced by invoice, plus, in either case, a ten percent (10%) markup to cover all overhead costs and profit.

Separate rental for small tools will not be allowed.

- c) Materials incorporated into the Work or consumed in performing the Work by the Contractor will be at the Contractor's actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of ten percent (10%) on such actual cost to cover all overhead, handling and profit.
- d) Force account work performed by a Subcontractor shall be paid for at the lesser of: (i) the amount as provided by subparagraphs (a), (b) and (c) above, plus a mark-up of five percent (5%) to cover all overhead and profit; or (ii) the actual amount the Contractor

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART F - SUPPLEMENTARY GENERAL CONDITIONS**

pays the Subcontractor for such force account work plus a mark-up of ten percent (10%) on such actual cost to cover all overhead and profit.

9.0 RELEASE AND INDEMNIFICATION

- a) The Contractor hereby releases the City and its officers, officials, employees and agents from all Claims, costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its Subcontractors, and their respective officers, employees and agents in connection with the performance of the Work.
- b) Despite the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify the City and its officers, officials, employees and agents for and to save them harmless from and against all costs, losses (including indirect losses), Claims, damages, actions, and causes of action that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Contract, that arise out of the acts of the Contractor, its Subcontractors, or their respective officers, employees or agents under the Contract.
- c) This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- d) The release and indemnity set out above will survive the expiry or sooner termination of the Contract.

10.0 NO PROMOTION OF RELATIONSHIP WITH THE CITY OR THE OLYMPICS

The Contractor shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract).

Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Contractor and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, the Contractor shall not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Host City", "Olympic Village", "Athletes' Village" or "Olympics", and shall not use any official emblem, logo, website, domain name, or mascot of the 2010 Games, in any Communications, without the express prior written consent of the City.

**INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART F - SUPPLEMENTARY GENERAL CONDITIONS**

11.0 PERMITS FOR WORK

The City will be responsible for obtaining all permits required to undertake the Work. The Contractor will comply with the terms of all permits and approvals obtained by the City in respect of the Work. Notwithstanding any other provision of the Contract, the Contractor will not be entitled to claim any amounts for delays which result from the failure to obtain a particular permit or authorization by a particular time.

The Contractor will obtain and maintain during the term of the Contract a valid City of Vancouver business licence.

12.0 SUPPLY AND INSTALLATION RISK

Notwithstanding anything to the contrary in the Contract Documents (expressly stated or implied), the Products (including, but not limited to, the trees, plants and shrubs) to be transported and delivered to the Work Site will be transported and delivered at no risk or cost to the City with the intent and effect that until such Products are delivered, installed/planted and accepted in writing by the Engineer, all freight, brokerage, customs, insurance, handling, shipping, risk of loss or damage, and all other costs and risks will be borne by the Contractor.

INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART G - CITY ROAD SPECIFICATIONS AND DETAIL DRAWINGS

STREET RESTORATION MANUAL N59 AUGUST 2008
Not Attached - Available on Electronic CD

INVITATION TO TENDER NO. PS08217
CONSTRUCTION OF BYLAW IMPOUND LAW
PART H - ON SITE SPECIFICATIONS AND DRAWINGS

Not Attached - Available on Electronic CD