



# Invitation To Tender

INVITATION TO TENDER NO. PS20200900 (the "ITT")  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT

ITT No. PS20200900

Issue Date: September 30, 2020  
Issued by: City of Vancouver (the "City")

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Tenders are to be emailed to [bids@vancouver.ca](mailto:bids@vancouver.ca) and must be received at [bids@vancouver.ca](mailto:bids@vancouver.ca) prior to 3:00pm, Vancouver Time (as defined in Note 3 below), on October 29, 2020 (the "Closing Time").

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

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

**NOTES:**

1. Tenders must be received at the email addressed specified above prior to the Closing Time.
2. "Vancouver Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon receipt at the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
4. All queries related to this ITT should be submitted in writing to the attention of:

**Jason Lo, Contracting Specialist**

Email: [jason.lo@vancouver.ca](mailto:jason.lo@vancouver.ca)

(the "Contact Person")

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PART A - INTRODUCTION

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**1.0 OVERVIEW OF PROJECT**

- 1.1 The City of Vancouver as represented by its Vancouver Board of Parks and Recreation (the “City”) invites Tenders for the **Ash Park Playground Replacement**.
- 1.2 The Work generally includes, but is not limited to:
- Protection of existing trees as noted on the drawings;
  - All demolition work as indicated in the drawings;
  - Off-site disposal of excess fill material;
  - Earthworks to achieve grades and slopes indicated in the drawings;
  - Supply, delivery and installation of playground equipment, including surfacing;
  - Coordination of installation of specific owner supplied playground equipment;
  - Supply and installation of all asphalt paving as described in the drawings;
  - Supply and installation of concrete work as indicated in the drawings;
  - Supply and installation of site furnishings;
  - Supply and install of stormwater infiltration / rain garden;
  - Supply and install of growing medium;
  - Supply and install of trees, shrubs and sod as indicated in the drawings;
  - Install owner-supplied benches and bike racks, including delivery to the site from Evan Yard;
  - Install owner-supplied boulders, including delivery to the site from Kent Yard; and
  - Maintenance of works installed.
- 1.3 The Site is located at **8288 Ash St, Vancouver, British Columbia**. The Site is further described in the Tender Documents, including the Site Plan attached with the drawings.
- 1.4 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost-effectively perform and complete the Work.
- 1.5 IF A POTENTIAL TENDERER BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL TENDERER IS URGED TO CONTACT THE CONTACT PERSON AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL TENDERER REGARDING THE MATTER. SEE

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**PART A - INTRODUCTION**

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SCHEDULE "L" FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.

**2.0 SUSTAINABILITY**

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

**3.0 TENDER DOCUMENTS**

3.1 The Tender Documents are:

- (a) Part A - Introduction, and its appendices:
  - (i) Appendix 1 - Information Meeting Attendance Form;
  - (ii) Appendix 2 - Response Notification Form; and
  - (iii) Appendix 3 - Specifications and Drawings;
- (b) Part B - Terms and Conditions of ITT Process;
- (c) Part C - Form of Tender (including all schedules),
- (d) Part D - Form of Agreement (including all schedules);
- (e) the Specifications (provided separately and to be incorporated into the Contract when finalized);
- (f) the Drawings (provided separately and to be incorporated into the Contract when finalized);
- (g) all addenda or amendments to the ITT, and all questions and answers in connection with the ITT, issued in writing by the City prior to the Closing Time, as well as any addenda, amendments or questions and answers issued in writing by the City after the Closing Time and accepted in writing by the Tenderers.

**4.0 INFORMATION MEETING**

- 4.1 Tenderers may choose to attend the information meeting (the "Information Meeting") on **October 9, 2020 commencing at 10:00 am.**

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PART A - INTRODUCTION**

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- 4.2 The location of the Information Meeting will be: **8288 Ash St, Vancouver, British Columbia.**
- 4.3 Tenderers are asked to pre-register for the Information Meeting by submitting the Information Meeting Attendance Form (Appendix 1) to the Contact Person by email prior to **3 pm October 5, 2020.**

**5.0 ADMINISTRATIVE REQUIREMENTS**

- 5.1 Tenderers are asked to indicate their intentions to submit Tenders by submitting the Response Notification Form (Appendix 2) to the Contact Person by email on or before **October 22, 2020.**
- 5.2 It is the sole responsibility of each Tenderer to check the City's website at <http://vancouver.ca/doing-business/open-bids.aspx> regularly for addenda, amendments and questions and answers related to this ITT, which the City may issue at any time during the process, and for any reason, at its discretion.

**6.0 CONDUCT OF ITT - INQUIRES AND CLARIFICATIONS**

- 6.1 The City will have conduct of this ITT, and all communications are to be directed only to the Contact Person named on the cover page. Any communication from potential Tenderers to City staff other than the Contract Person regarding the content of this ITT may lead to disqualification of the Tenderer from this ITT process, at the City's sole discretion.
- 6.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.
- 6.3 The City welcomes inquiries, requests for clarification or comments from registered Tenderers. All inquiries or comments to the City must be in written form only. All inquiries, requests for clarification and comments must be e-mailed to [jason.lo@vancouver.ca](mailto:jason.lo@vancouver.ca) prior to **October 22, 2020 by 3 pm**, and must in each case be addressed to the attention of the Contact Person. In response to inquiries, requests for clarification or comments, the City, in its sole discretion, may make amendments to ITT or may issue questions and answers to all Tenderers who have submitted a Response Notification Form and post them on the City's website.

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APPENDIX 1 - INFORMATION MEETING ATTENDANCE FORM

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CITY OF VANCOUVER  
Purchasing Services

**Invitation to Tender No. PS20200900**

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

Jason Lo  
City of Vancouver  
Email: [jason.lo@vancouver.ca](mailto:jason.lo@vancouver.ca)

**Your details:**

**Tenderer's Name:**

\_\_\_\_\_  
"Tenderer"

**Address:**

**Telephone:**

**Key Contact Person:**

**E-mail:**

We will attend the Information Meeting for: ITT No. PS20200900, "Contractor for Ash Park Playground Replacement".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

INVITATION TO TENDER NO. PS20200900  
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APPENDIX 2 - RESPONSE NOTIFICATION FORM

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CITY OF VANCOUVER  
Purchasing Services

**Invitation to Tender No. PS20200900**

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

Jason Lo  
City of Vancouver  
Email: [jason.lo@vancouver.ca](mailto:jason.lo@vancouver.ca)

**Your details:**

**Tenderer's Legal**

**Name:**

\_\_\_\_\_  
"Tenderer"

**Address:**

**Telephone:**

**Key Contact Person:**

**E-mail:**

We WILL ☐ / WILL NOT ☐ submit a Tender in response to ITT No. PS20200900, "Contractor for Ash Park Playground Replacement" on or before the Closing Time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

## SPECIFICATIONS AND DRAWINGS

[illegible]

## Specifications for Ash Park Playground Replacement

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{00155047v35}  
September 2020

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32 92 23	Sod Lawn
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Specifications to be read in conjunction with Landscape Drawings

**Drawings for Ash Park Playground Replacement**

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L1.2 MATERIALS

L1.3 GRADING & DRAINAGE PLAN

L1.4 PLANTING PLAN

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**LANDSCAPE DETAILS**

L2.1 LANDSCAPE DETAILS

L2.2 LANDSCAPE DETAILS

L2.3 LANDSCAPE DETAILS

L2.4 LANDSCAPE DETAILS

# **ASH PARK**

## **Vancouver B.C.**

**landscape specifications.**

**Issued for Tender**  
**September 25, 2020**



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Specifications to be read in conjunction with Landscape Drawings

Prepared for: Vancouver Board of Parks and Recreation

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Final Review, delivery of Bonds and Guarantees, submittal of Maintenance Manual, and Project Record Documents, Delivery of Release of Liens, and Warranty.

## **PART 2: PRODUCTS (Not Applicable)**

## **PART 3: EXECUTION**

### **3.1 Final Review**

- .1 Final Review will not be made until all work within this contract is completed. The Contractor shall notify Owner's Representative in writing at least five (5) days prior to date on which work will be ready for final review. Any delay in making Final Review shall not relieve the Contractor of responsibility for work, nor shall the Owner be held responsible for damages or claims for compensation due to continuing maintenance or other work occasioned by such delay. If the Owner's Representative making the final review finds the work so far from completion to make a later visit necessary, or that undue delay in making final review is incurred, Contractor shall, if determined by the Owner, be liable for expenses to Owner incurred by reason of such delay or re-review.

### **3.2 Delivery of Bonds, Release of Liens, and Guarantees**

- .1 Bonds, Release of Liens, and Guarantees shall be provided for those portions of this work where required by specific sections or as determined in the General Conditions of the Supplementary Conditions. Submittal of releases and guarantees shall comply with conditions of the Contract.

### **3.3 Acceptance of Completed Work**

- .1 When all work required by the Contract Documents for this project has been performed, furnished, and/or installed as specified in each specific section, acceptance of work covered by the Contract will be given by means of a Certificate of Completion and until such acceptance the Contractor will be responsible for work covered by the Contract. Contractor's responsibilities will cease, except as provided by the guarantees, when acceptance of the work is given.

### **3.4 Operation and Maintenance Instructions**

- .1 The Contractor shall furnish one (1) digital version in current PDF file format and two (2) paper hard copies of complete sets of manuals, containing the manufacturer's instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data specifically required under the Specifications for each division of the work. The manuals shall be arranged in the order that these items appear in the Specifications and shall be indexed, substantially bound and titled. Manuals shall be project specific and shall not include items that are not a part of this project.
- .2 Manuals shall be delivered to the Owner's Representative prior to application for final payment and as a condition of approval of final payment.

### **3.5 Contractor's Guarantee**

- .1 The Contractor shall deliver to the Owner's Representative upon completion of all work under the Contract, a written guarantee addressed to the Owner on the Contractor's letterhead. This guarantee shall be made to cover a period of one year from date of acceptance of all work under the contract as determined by the Owner's Representative.
- .2 Guarantees from Contractor shall be supported as required in the Specification Section individual guarantees from each trade or subcontractor and manufacturer for supplier covering work. Where specific sections of the Specifications call for longer guarantees, these time periods shall so be stated. Guarantees shall be delivered to the Owner's Representative prior to application for final payment and as a condition of approval of final payment.

### **3.6 Project Record Documents**

- .1 Throughout the progress of the work, maintain an accurate record of all changes in the Contract Documents.
- .2 Record Documents shall be protected from loss, damage, or deterioration until completion of the work and transfer of data to the final Record Documents.
- .3 All entries to the Record Documents shall be made within 48 hours of receipt of information.
- .4 Upon completion of work, and as a condition of Acceptance of Work, transfer the recorded changes to a set of Record Documents and submit to the Owner's Representative. This will include, but not be limited to, as-built drawings in digital format using current PDF, AutoCAD file formats as well as printed hard-copies.

**SAMPLE WRITTEN GUARANTEE LETTER**

Date: \_\_\_\_\_  
Re: \_\_\_\_\_ (Title of Project)

Name and Address of Owner

[Enter VPB Project Manager's Name]:

The undersigned attest to the Owner that the Contractor will guarantee materials, equipment and workmanship under this contract, that the Contractor will remedy any defects and pay for any damage to related work and building contents resulting from said defects, which shall occur for a period of one (1) year from the date of certification of final completion by the Owner's Representative.

This guarantee shall not be construed as to shorten the life of specific guarantees/warranties/bonds as required elsewhere under this contract.

During this period, upon written notice to do so, the Contractor will proceed with due diligence, at the Contractor's expense, to properly replace any defective materials and/or equipment and to perform any labor necessary to correct any defect in the work.

In the event that the Contractor fails upon reasonable notice to remedy such defects, the Owner may furnish such materials or labor as necessary to place work in the condition required by the Contract Documents, and the Contractor agrees to reimburse the Owner fully and promptly for his expense.

\_\_\_\_\_  
Signature and Name of Contractor

ATTEST: (Signature must be notarized)

**END OF SECTION 00 65 00**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 This section specifies general requirements and procedures for the Contractor to make submissions of shop drawings, product samples and other submittals to Owner's Representative for review. Additional specific requirements for submissions are specified in individual sections. Submissions may include:
  - .1 Shop Drawings.
  - .2 Product Data.
  - .3 Product Samples
  - .4 Mock-Ups.

### **1.3 Submission Requirements**

- .1 Coordinate each submission with requirements of work and Contract Documents. Individual submission will not be reviewed until all related information is available.
- .2 The Owner's Representative review of submittals made by the Contractor shall not relieve the Contractor from the responsibility for complying with contract drawings or specifications, unless the Contractor has secured the written approval of the Owner's Representative for all deviations.
- .3 Owner's Representative review for submittals shall not relieve the Contractor from responsibility for error and omissions in the submittals.
- .4 Submittals shall contain only those items specified and shall not include items which are not provided for under this contract unless they are clearly marked and/or voided as not being part of the contract.
- .5 Comply with progress schedule for a timely submission of submittals as they relate to work progress. Coordinate submittal of related items.
- .6 Allow 10 working days for Owner's Representative review of each submission.
- .7 Maintain submittal log to ensure timely and complete submittals.
- .6 Accompany submissions with transmittal letter containing:
  - .1 Date

- .2 Project title and number
- .3 Contractor's name, address, telephone and facsimile
- .4 Contact person's name and position
- .5 Identification and quantity of each shop drawing, product data, and sample (if requested or required)
- .6 Other pertinent data
- .7 Submissions shall include:
  - .1 Date and revision dates
  - .2 Project title and number.
  - .3 Name, address telephone, facsimile, and contact person of:
    - .1 Subcontractor
    - .2 Supplier
    - .3 Manufacturer
    - .4 Contractor's stamp, signed by Contractors authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents. Submittals, which do not contain this information, will be returned without being examined and shall be considered rejected.
- .8 Details of appropriate portions of Work as applicable:
  - .1 Fabrication
  - .2 Layout, showing dimensions, including identified field dimensions, and Clearances
  - .3 Setting or erection details
  - .4 Capacities
  - .5 Performance characteristics
  - .6 Standards
  - .7 Operating weight
  - .8 Wiring diagrams
  - .9 Single line and schematic diagrams
  - .10 Relationship to adjacent work
  - .11 Materials
  - .12 Finishes
- .9 After Owner's Representative review and written approval distribute copies to persons necessary to complete the work. Ensure one copy of reviewed submission is kept on site.

#### 1.4 General Requirements

- .1 Work affected by the submittal shall not proceed until review is complete.
- .2 Present shop drawings, product data, samples, and mock-ups in the same units used in the contract documents.
- .3 Where items or information is not produced in SI Metric units converted values are accepted.

- .4 Contractor's responsibility for errors and omissions in submission is not relieved by Owner's Representative review and/or approval of submissions.
- .5 Notify Owner's Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner's Representative review of submission, unless Owner's Representative gives written acceptance of specific deviations.
- .7 Make any changes in submission which Owner's Representative may require consistent with Contract Documents and resubmit as directed by Owner's Representative.
- .8 Notify Owner's Representative, in writing when resubmitting, any revisions other than those requested by Owner's Representative.

### 1.5 Shop Drawings

- .1 Shop drawings: are defined as original drawings, or modified standard drawings, catalogue information, illustrations, schedules, performance charts, brochures and other product data provided by Contractor, to illustrate details of portions of Work, which are specific to project requirements.
- .2 Adjustments made on shop drawings by the Owner's Representative are not intended to change the Contract Price. If adjustments affect the value of work, state such in writing to the Owner's Representative prior to proceeding with work.
- .3 Submission of reproductions for each requirement requested can be made by email using the current digital PDF file format.
- .4 Faxed shop drawings are not acceptable.
- .5 Include a cross-reference of shop drawing information to applicable portions of Contract Documents.
- .6 Engineered shop drawings are to be provided if requested on the drawings.

### 1.6 Samples

- .1 Samples: examples of materials, equipment, quality, finishes, workmanship.
- .2 Deliver samples prepaid to the Owner's Representative's business address.
- .3 Where colour, pattern or texture is criterion submit full range of samples.
- .4 Adjustments made to samples by the Owner's Representative are not intended to change the Contract Price. If adjustments affect the value of work, state such in writing to the Owner's Representative prior to proceeding with work.
- .5 Reviewed samples will become standard of workmanship and material against which installed work will be verified.

### 1.7 Mock-Ups

- .1 Mock-ups: field-erected example of work complete with specified materials and workmanship.

- .2 Erect mock-ups at locations acceptable to Owner's Representative.
- .3 Adjustments made to mock-ups by the Owner's Representative are not intended to change the Contract Price. If adjustments affect the value of work, state such in writing to the Owner's Representative prior to proceeding with work
- .4 Reviewed mock-ups will become standards of workmanship and material against which installed work will be verified.

#### **1.8 Shop Drawing, Mock-Up and Sample Review**

- .1 The review of shop drawings, mock-ups and samples by the Owner's Representative is for the sole purpose of ascertaining conformance with the general concept. This review shall not mean that the Owner's Representative approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of responsibility for requirements of the construction and contract documents. Without restricting the generality of the foregoing, the Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of the work of all subtrades.

#### **PART 2: PRODUCTS (Not Applicable)**

#### **PART 3: EXECUTION (Not Applicable)**

**END OF SECTION 01 33 23**



## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to prepare the site suitable for subsequent work indicated in the contract documents, including but not limited to:
  - .1 Preservation and protection of existing plants, site features and intertidal habitat.
  - .2 Draining of wet areas of the site by means of temporary ditches, pumping and other means approved by the Owner's Representative.
  - .3 Tree removal and removal of tree roots only where explicitly shown on drawings and as required to obtain satisfactory base for paving.
  - .4 Stripping and disposal of all existing materials to prepare for path and base as detailed. All other deleterious materials, including unsuitable material under areas to be filled, shall be treated as over excavation.
  - .5 Stripping and removal of all deleterious materials.
  - .6 Stripping and stockpiling topsoil (if any).
  - .7 Grading of the site, including the importation of and relocation of fill to create compacted subgrades as required for subsequent work as detailed and specified.
  - .8 Work from existing conditions and grades shown on plans.
  - .9 Placing approved fill, subbase, base and associated materials as detailed.
  - .10 Finished grading of the site for landscaping including unit concrete pavers, C.I.P. concrete paving, asphalt paving, irrigation, sodding, seeding and planting.

### **1.3 Related Work**

- .1 Subsurface Drainage Section 33 46 16
- .2 Growing Medium Section 32 91 13

### **1.4 Quality Assurance**

- .1 Codes and Standards: Perform backfilling work in compliance with applicable requirements of governing authorities having jurisdiction.
- .2 Inspection: The Owner's Representative or his representative is to inspect and approve all stages of the work. The Contractor shall give forty-eight (48) hours notice to the Owner's Representative when inspection is required.

### 1.5 Job Conditions

- .1 Use all means necessary to control dust, dirt and debris on and near the worksite, including Construction Access Route (C.A.R.), caused by the Contractor's operations. Thoroughly moisten all surfaces, when necessary, to prevent dust being a nuisance in adjoining areas.
- .2 Use all means to protect all materials of this Section before, during and after installation. Protect all trees designated to remain. Make good any damage. **Follow Vancouver Park Board Tree Protection Guidelines as required.** Protect existing fencing, walls, curbs, sidewalks, pavement, benchmarks, surface or underground utilities that are to remain. Notify the Owner's Representative immediately if any damage occurs. Restore to original or better condition, unless directed otherwise.
- .3 Protect adjacent construction and all surrounding properties, including municipal streets, sidewalks, above and under ground services.
- .4 Obtain approval from Owner's Representative on designated Construction Access Route (C.A.R.) Ensure C.A.R. is appropriately signed and maintained during course of construction. Remediate to original condition prior to Substantial Performance.
- .5 Maintain any existing fence barriers currently on site surrounding areas of preserved existing vegetation. Do not enter areas of preserved existing vegetation without the approval of the Owner's Representative.

### 1.6 Site Conditions

- .1 Start of work shall signify acceptance of site as satisfactory and no claim will be recognized for extra work nor any allowance made for defective work due to site conditions.
- .2 Investigate the site to verify information shown in Contract Documents. **Verify that existing grades are as shown on Drawings and notify Owner's Representative immediately of any discrepancies.**
- .3 Review existing site conditions with regard to subsurface conditions. Data on indicated subsurface conditions is not intended as representations or warrants of continuity of such conditions. Additional test borings and other exploratory operations may be made by Contractors at no cost to the Park Board. Notify Owner's Representative prior to carrying out any such work.

### 1.7 Testing and Approvals

- .1 A testing agency will be retained by the Owner or its representative to perform periodic testing of the subgrade preparation if required, to ensure the requirements of the Contract and General Conditions are being met. The Contractor at no extra cost to the contract shall provide any retesting due to non-conformance.
- .2 Cooperate and assist as required the testing agency in the execution of their work.

## 1.8 Materials Definitions

- .1 The terms “subgrade”, “subbase”, and “base”, wherever used in the contract documents shall mean materials that meet the requirements stated herein for each class of material.

## 1.9 Submittals

- .1 If required, provide representative samples for subbase, base, drain rock (clear crush), quarry tailings, rip-rap or any another aggregate materials used on site, at least fourteen (14) days before scheduled time of delivery to site.

# PART 2: PRODUCTS

## 2.1 Subgrade

- .1 Subgrade is a dense surface that has been proof rolled as specified and which has been treated to eliminate all soft or spongy areas. Compaction and uniformity of subgrade shall be subject to approval by the Owner’s Representative.
- .2 Subgrade may be existing, undisturbed material resulting from cutting or may be built up using Type 1 fill or Type 2 fill, depending on the applications.

## 2.2 Fill

- .1 Fill material shall be natural mineral material of a consistent quality throughout, free from foreign matter such as construction debris, plant and grass seeds, organic matter (except within limits shown for Type 1) and pests, and meeting the requirements set out for Type 1 or Type 2 fill, depending on the application.
- .2 Obtain the Owner’s Representative’s approval of fill material before delivering to the site if imported, or before moving on site if native. **If imported material is approved for use, supply Owner’s Representative with written notification a minimum of thirty (30) days prior to beginning fill operations a complete statement of origin, compensation, suitability, environmental clearance and proposed location of all deposits that is intended for imported fill.**
- .3 Fill shall be classed as Type 1 or Type 2, depending on its application and shall meet the following requirements for each type:

TYPE	APPLICATION	REQUIREMENTS
Type 1	Under planted and grass areas	Maximum aggregate size 200mm evenly graded, containing not more than 20% fines (clay and silt) and not more than 5% organic matter, or as approved by the Owner’s Representative.
Type 2	Under subbase for pathways, paved areas, structures	Maximum aggregate size 200mm evenly graded, containing not more than 15%

		fines passing a No. 200 (0.075mm) sieve when tested according to ASTM designation C-136. The Owner's Representative may approve alternatives.
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### 2.3 Subbase

- .1 Subbase shall be crushed granular aggregate composed of inert, clean, tough, durable particles capable of withstanding the effects of handling, spreading and compaction without excessive degradation or production of deleterious fines. The aggregate shall be reasonably uniform in quality and free from an excess of flat or elongated pieces.
- .2 All subbase aggregate shall have a gradation within the limits set out herein when tested according to ASTM designation C-136.

Sieve Size (mm)	Total Percent Passing
75.0	100
37.5	60 - 100
20.0	40 - 80
9.5	30 - 60
4.75	20 - 45
2.36	15 - 35
1.18	10 - 25
0.300	4 - 16
0.075	2 - 9

### 2.4 Drain Rock, Clear Crush

- .1 5mm to 19mm uniform clear crush.

### 2.5 Filter Fabric

- .1 Needle-punched, non-woven filter fabric, Nilex 4551 as manufactured by Nilex, or pre-approved equivalent.

### 2.6 Base

- .1 20mm diameter minus domestic or imported material below all paved surfaces. Material shall be free of organic and other deleterious material with the following particle size breakdown:

Sieve Size (mm)	Total Percent Passing
20.0	100
9.5	60 - 95
4.75	40 - 70
2.36	30 - 60

1.18 20 - 45

0.300 8 - 45

0.075 2 - 9

## **2.7 Construction Fencing**

- .1 Metal fencing is required around the entire construction site. Fencing to be a minimum of 1.8m in height. Fencing to be "Modu-Loc" or equivalent, and is to be approved by Owner's Representative before installation. The Contractor is to ensure fencing is secure at all times, so as to prevent intrusion into the construction site by any unauthorized persons. Panels to be pinned to the ground and bolted together. Contractor is responsible for maintaining the integrity of the fencing in a vertical position at all times. Fencing is to be reviewed by the Owner's Representative before the start of any construction activities and is to remain in place until Final Acceptance.

## **PART 3: EXECUTION**

### **3.1 Limits Of Work**

- .1 Before starting work identify the limits of work on site by accurate survey. Prior to grading, excavating or trenching the Contractor shall locate and expose all utility lines, drain pipes and all other services which are within the areas of this work, and where the existing services are located less than 300mm below the proposed depth of trenching or excavation, such existing services shall be exposed by hand and adequately marked and protected. All separation distance requirements of the local authorities having jurisdiction over the service shall be observed.
- .2 Take all measures necessary to prevent the following activities outside the limits of work except as authorized by the Owner's Representative:
  - .1 Travel of equipment and vehicles
  - .2 Storage of materials or equipment
  - .3 Stockpiling of soil or excavated materials
  - .4 Burning
  - .5 Excavating or trenching
  - .6 Cutting of roots or branches
  - .7 Disposal or spilling of toxic matter

### **3.2 Tree Removal**

- .1 Remove trees only as shown on the plan, or as requested by the Owner's Representative. Remove all debris from site. Remove all roots and parts that would be detrimental to the construction.

- .2 Strip topsoil, surface silts and organics, down to approved subgrade. Remove topsoil, surface silts and organics from the site, except for clean topsoil approved by the Owner's Representative for stockpiling for future use.

### 3.3 Unsuitable Material

- .1 Remove from the site all material unsuitable for use as fill.

### 3.4 Drainage

- .1 Drain and/or dewater all areas to be regraded using methods acceptable to the Owner's Representative and local environmental authorities having jurisdiction.
- .2 Slope rough grades away from any building envelopes/ structures at a minimum 2%, unless specifically shown on drawings or directed by Owner's Representative.

### 3.5 Excavation And Filling

- .1 Cut, fill and import material as required to create subgrades as detailed and specified herein.
- .2 Remove all deleterious material and ponded water from the site.
- .3 Compact exposed ground surface beneath all fill areas with a minimum 5 ton vibrator roller, except in "soft" landscape areas, i.e. areas to receive grass or planting.
- .4 Any soft or spongy areas shall be sub-excavated, removed and replaced with granular subbase material. Such fill shall be placed in maximum 200mm lifts and compacted to the densities required for Type 1 or Type 2 fill.
- .5 Scarify existing grades to a minimum depth of 150mm prior to placing of fill. Move excavated material intended for reuse as fill directly from the cut to the fill area, spread and compact to the required densities.
- .6 Place fill in maximum 200mm lifts and compact each lift to the following Standard Proctor Densities, to ASTM D698 using approved vibratory compaction equipment, prior to placing subsequent layers as follows:  
Type 1 Fill: 95% Standard Proctor Density (S.P.D.).  
Type 2 Fill: 98% Standard Proctor Density (S.P.D.).
- .7 Compact fill materials only when the moisture content is suitable for obtaining the specified density. If moisture content is too low, apply water by means of approved distribution. If moisture content is too high, dry the fill material by blading, diskings, or other approved method. **DO NOT OVER COMPACT FILL TYPE 1.**
- .8 Excavated material used as Fill Type 2, shall be overlaid with a minimum of 200mm of subbase, compacted to 98% Standard Proctor Density.

### 3.6 Grading

- .1 **DO NOT GRADE SOIL WHEN SOIL IS WET.** Uniformly grade areas within limits of grading under this Section. Smooth finished surface within specified tolerances, compact with levels or slopes between elevations as shown, or between such points and existing grades.
- .2 Grade areas to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and to allow for specified depths of base courses and finished materials.
- .3 Remove particles larger than 100mm diameter from the surface leaving a smooth compacted surface to required subgrade.
- .4 Compact subgrade as required, to stated densities in the above section.

### 3.7 Subbase And Base

- .1 Ensure base materials and existing surface are at approximately the same moisture content to facilitate bonding.
- .2 Install subbase, base, and filter fabric as detailed. Place in maximum 200mm lifts and compact to minimum 98% Standard Proctor Density (S.P.D.).
- .3 Finish to subgrades as detailed, suitable for subsequent installation of path and base, structures and paving.

### 3.8 Tolerances

- .1 Maximum subgrade tolerance is  $\pm 25$ mm when checked with a 3 m straight edge placed in any direction, and the subgrade shall not be consistently above or below the design grades.

### 3.9 Maintenance

- .1 Protect newly graded areas from traffic, erosion, and standing water and free of debris. Provide temporary drainage ditches from graded areas as required.
- .2 The site surface shall always be contoured to direct precipitation and run-off to drainage ditches or slopes leading away from the work area. Surfaces shall always be left graded smooth and rolled with a smooth drum roller to minimize infiltration of water and subsequent deterioration of material due to excessive moisture content. The surface shall never be left with undrained depressions or with a rough texture.
- .3 Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.
- .4 Repair and make good and clean up any damage and/or debris to municipal roads and streets caused by work of this Contract. Obtain and pay for all permits required for use of municipal roads and streets.

**3.10 Cleaning**

- .1 Remove excess excavated material, trash, debris and waste materials and dispose of off site as directed by Owner's Representative at no additional cost to the Board.

**END OF SECTION 01 89 13**



## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary for the demolition and removal of all materials as indicated in the contract documents.
- .2 Concrete shall be broken into pieces 200 mm and remain on site to be buried with fill material as shown on the drawing.
- .3 The work shall include all coordination required for the shut-off, isolation and capping of all utilities such as water, sewer, electricity, telephone and gas services. Call before you dig.

### **1.3 Related Work**

- .1 Tree Protection Section 32 01 56

### **1.4 Quality Assurance**

- .1 Demolition to be carried out in accordance with Vancouver Building Bylaw, latest edition and all regulatory authorities as applicable.
- .2 Procedures and methods of demolition shall be to the approval of the Owner's Representative and Owner.
- .3 Codes and Regulations: Do all demolition work according to the requirements of the Vancouver Building By-law and WorkSafeBC Accident Prevention Regulations, and the Canadian Construction Safety Code.

### **1.5 Qualifications**

- .1 Qualifications of Workers: Provide a Supervisor who shall be present at all times during the demolition work and who shall be thoroughly familiar with the work required and who shall direct and coordinate all work.
- .2 All areas of responsibility for demolition and cutting shall be thoroughly coordinated by the Contractor.
- .3 Provide one (1) person on site who is responsible for maintaining the safety barriers and protection of the workers and the public. Provide the name of this person to the Owner's Representative.
- .4 Any changes in personnel must be reported to the Owner's Representative.

- .5 Each subtrade is required to coordinate its work with the work of this section as to the amount of demolition work required and as to termination conditions to be left at the junction of existing work to remain.
- .6 Each subtrade shall be responsible to ensure that all demolition and cutting does not destroy more than is required, or what is needed for future construction.
- .7 Any demolition and cutting carried beyond the necessary requirements shall be the responsibility of the Contractor, and shall be reinstated at no cost to the Owner.

#### **1.6 Job Conditions**

- .1 The Contractor shall provide for temporary connections to power and water and drainage lines as required. No outages, limitations or obstructions shall be permitted unless with the prior approval of the Owner.
- .2 The Contractor shall contact the Owner and/or Owner's Representative prior to any service interruptions and obtain permission for interruption at a specific time.
- .3 The Contractor shall take the necessary precautions to fully protect existing surfaces against damage from demolition and/or removal of existing work.

#### **1.7 Permits**

- .1 If a demolition permit is required the Contractor shall be responsible for obtaining this permit.

### **PART 2: PRODUCTS (Not Applicable)**

### **PART 3: EXECUTION**

#### **3.1 Hazardous Materials**

- .1 Carefully examine work to be removed. Report the presence of hazardous materials or potentially hazardous materials to the Owner immediately.
- .2 Hazardous materials are not to be disturbed if located or suspected until their presences has been reported to the Owner. Vancouver Park Board will be responsible for the removal of any hazardous materials if they were not identified and included in the base contract.

#### **3.2 Inspection of Existing Conditions**

- .1 Carefully examine areas to be demolished. Report any discrepancies with the Contract Documents to the Owner's Representative immediately.

- .2 The Contractor shall accept the site as it exists and will be responsible for all demolition work as required.
- .3 The Contractor shall visit the site at their own expense prior to the submission of tenders and take whatever time is required to ascertain existing site conditions and surrounding features related to the proposed demolition and ensure that conditions are suitable for execution of the work.
- .4 No additional sums of money will be allowed for any items resulting from lack of familiarity with the site conditions. Report any discrepancies to the Owner's Representative.
- .5 Arrange for a site visit together with Owner to examine existing site conditions adjacent to demolition. Take pictures of any existing damage and record them in writing to avoid any disputes at a later date.

### 3.3 Protection

- .1 The Owner shall be saved harmless by the Contractor from any loss, damage, death or injury occurring through neglect, carelessness or incompetence of the Contractor, or the handling or condition of the Contractor's equipment.
- .2 Existing trees marked as retained shall be fully protected at all times during the work of this Section as required.
- .3 Immediately make all repairs and replacements to adjacent existing works caused by the Work of this Section.
- .4 Provide temporary enclosures for securing the work area and the maintenance of any services necessary to the proper and efficient operation of the project.
- .5 Protect site improvements such as sidewalks, curbs, existing landscaped and asphalt areas and all interior finishes that lie along the path of removal.
- .6 Conduct construction operations with minimum interference to existing buildings operations, adjacent buildings, adjacent public or private roadways, parking lots, sidewalks and access facilities in general. Keep such areas free of material debris and equipment at all times.
- .7 The Contractor shall provide any hoardings, barricades, warning signs and lights, as necessary, for the protection of all people and property on and adjacent to the site as specified herein or by WorkSafeBC. The Contractor shall alter, adapt, maintain, relocate and remove these additional barricades, etc. as necessary due to the work.
- .8 All barricades provided by the Contractor shall be removed from the site upon completion of the work and any damage caused repaired to the satisfaction of the Owner.
- .9 Prevent movement, settlement or damage to existing building, finishes, services, walks, paving and parts of existing building to remain. Provide shoring and bracing as required. Make good any damage and be liable for injury caused by demolition.
- .10 Provide necessary temporary weather protection with dust screens if and when required to protect existing adjacent buildings from dust penetration during demolition work.
- .11 Protect adjacent work from damage, staining, disfigurement caused by the work of this section.

- .12 Promptly as the work proceeds, and on completion, keep the premises clean and free from rubbish, debris, surplus materials and equipment.
- .13 At the end of each days work, leave the work area and surrounds in a safe condition so that no parts are in danger of toppling or falling.

### 3.4 Demolition

- .1 Remove materials from demolition promptly as the demolition work progresses. Materials shall not be sold, buried or burned at the site. The Contractor shall be assumed to have allowed for any credit that may be obtained for such materials.
- .2 Temporary stockpiling of demolished materials that are required to be removed from the site is not permitted. All demolition materials from excavations must be removed from site daily.
- .3 The Contractor is responsible for disposing of demolition materials in a legal manner.
- .4 Carry out all necessary temporary bracing and supporting to as required during demolitions.
- .5 Prevent debris from blocking surface drainage inlets and systems that must remain in operation.
- .6 Carry out all demolitions and making good. Patch and make good to a standard at least equal to that of adjacent surfaces when related work is completed.
- .7 Any items containing PCBs should be stockpiled in a safe location. The Owner should be notified and will arrange subsequently removal and disposal of items if not included in the base contract.
- .8 No heavy equipment causing excessive vibrations to the existing structures are permitted.
- .9 Make cut clean, true, smooth edges. Make patches inconspicuous in final assembly.
- .10 Demolish existing walls with care, do not damage adjacent surfaces noted to remain.
- .11 Remove existing millwork fixtures, services, and building components where required.
- .12 Remove existing asphalt and concrete paving, concrete curbs as required for new site development.
- .13 Remove existing site services and catch basins as noted.
- .14 Subsurface structure: remove all subsurface foundations, piles and pile caps as per the contract documents.
- .15 Refer to moving plans for equipment moving requirements.
- .16 Complete demolition work to produce clean exposed sub-grade where demolition is indicated. Remove extraneous materials.
- .17 Large boulders or rocks over two feet diameter shall remain on site unless otherwise noted by Owner's Representative.
- .18 Drilling through concrete and masonry shall be carried out using diamond drills.
- .19 Procedures and methods of drilling, coring and/or cutting shall be to the approval of the Owner.

**3.5 Debris**

- .1 Condemned material becomes the Contractor's property and must be removed completely from the site. Keep clean all areas in use at all times.
- .2 Contractor shall be held responsible for all costs, penalties, summonses and notices arising from the failure to comply with the keeping of the adjacent site, local roads, and thoroughfares clean and free from debris and damages caused by debris and demolition work.

**3.6 Cleaning**

- .1 Upon the completion of all demolition work remove all equipment, materials, and debris. Leave the area clean.

**END OF SECTION 02 41 13**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install, erect, and strip all formwork and false work for cast-in-place concrete as indicated in the contract documents.

### **1.3 Related Work**

- |    |                                |                  |
|----|--------------------------------|------------------|
| .1 | Shop Drawings and Product Data | Section 01 33 23 |
| .2 | Concrete Reinforcement         | Section 03 20 00 |
| .3 | Cast-In-Place Concrete         | Section 03 33 00 |
| .4 | Concrete Finishing             | Section 03 35 00 |

### **1.4 Reference Standards**

- .1 Concrete formwork shall conform to the requirements of the following standards unless otherwise required by this specification:
  - .1 B.C. Building Code: Current Edition.
  - .2 CAN3-A23.1-M90 Concrete Materials and Methods of Concrete Construction.
  - .3 CAN/CSA-A23.3 Code for the Design of Concrete Structures for Buildings.
  - .4 CAN/CSA S269.3 Design, Fabrication, Erection and Use of Concrete Formwork.
  - .5 ACI 347 Recommended Practice for Concrete Formwork.
  - .6 WorkSafeBC - Section 34.28
- .2 Where the standard is referred to in this specification it shall mean the documents specified in this clause and their referenced documents.

### **1.5 Quality Assurance**

- .1 Concrete formwork fabrication and erection shall be done by experienced and competent personnel having adequate training and equipment for all phases of the work specified.

### **1.6 Quality Control**

- .1 Where slopes illustrating 'positive drainage' on a horizontal surface either as labels or spot elevations are indicated on construction drawings the Contractor shall construct the formwork as required to ensure that when the concrete is placed the formwork does not hinder the finishing of concrete to achieve positive drainage.

## 1.7 Submittals

- .1 The Contractor shall submit to the Owner's Representative three (3) copies of shop drawings illustrating the form tie layout for all concrete surfaces exposed to view.
- .2 The Contractor shall submit to the Owner's Representative three (3) copies of product data for form material to be used.

## PART 2: PRODUCTS

### 2.1 General

- .1 Products shall satisfy the requirements of the standard unless otherwise specified or indicated on the Contract drawings.

### 2.2 Forms for concrete:

- .1 Non-Exposed Concrete Surfaces: Plywood, shiplap or dimensional lumber, for rough-form finish in accordance with CAN/CSA A23.1-94, Section 24, Item 24.3.2.
- .2 Architectural Concrete Surface (concrete surfaces exposed to view): as per CSA A23.1-94 24.3.3
- .3 Form work for smooth, form finish concrete shall have a form facing material which will provide smooth, hard, uniform texture on the concrete.
- .4 The form material may be medium density overlay (MDO) plywood, tempered concrete – form-grade hardboard, metal, plastic, paper or other material capable of producing smooth finish.
- .5 Material with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture of the concrete surface shall not be used.
- .6 Acceptable products include but are not limited to:
  - .1 Multipour MDO Form Panel,
  - .2 B-Matte 333 MDO Form Panel
- .7 Form material thickness shall be sufficient to ensure that finished concrete work is true to lines, shapes, angles and finishes indicated on the Contract drawings. Minimum thickness of form material shall be 19 mm (3/4"). Ensure that the same type of formwork material is used throughout the entire scope of the project.

- .8 Form Release Agents: Concrete form release shall be composed of an organic chemical that reacts with the alkali content of concrete to form a release film, along with providing an inert barrier to provide double separation. Acceptable materials include but are not limited to:
  - .1 Duogard Concrete Form Release Agent by W.R. Meadows
  - .2 Eco-Coat by W R Meadows
- .9 Form ties complete with precast concrete plugs shall leave no metal within 25 mm (1") of the concrete surface. Acceptable products include but are not limited to:
  - .1 Meadow Burke Snap Ties,
  - .2 Dayton Superior Plastic Snap Ties with Plastic Cone
  - .3 Void Form: Closed cell expanded polystyrene (EPS) voiding. Acceptable products include but are not limited to:
    - .1 Korolite Type 2, Mansonville Plastics, Surrey, BC,
    - .2 Korvoid, Mansonville Plastics, Surrey, BC (where compressive loads exceed 110 Kpa (16psi))
    - .3 Plastispan, Plasti-Fab EPS

## PART 3: EXECUTION

### 3.1 Design Of Formwork, Falsework and Reshoring

- .1 The Contractor shall assume full responsibility for the design of form work and ensure structural adequacy of the forms to withstand all concrete and construction loads.
- .2 As a minimum, the work shall conform to CAN/CSA-A23.1, Section 24 for regular work (concrete surfaces not exposed to view) and CAN/CSA-A23.1, Section 28 for architectural concrete (concrete surfaces exposed to view).
- .3 Forms shall be so constructed that the finished concrete will conform to the shape, dimensions and tolerances as specified in the drawings. As required they shall also incorporate the cambers specified on the structural drawings.
- .4 The strength and rigidity of forms shall be such that they will not leak mortar or result in visible irregularities in the finished concrete, but in any case the deflection of facing materials between studs as well as deflection of studs and walers shall be in accordance with the CAN/CSA S269.3.
- .5 Where concrete is exposed to view, forms are to be laid out so that joints are kept to a minimum and located in an orderly and symmetrical arrangement where possible.
- .6 Unless otherwise indicated on the construction drawings the location of form ties shall be evenly spaced and in straight horizontal and vertical lines. Prior to the start of work in this section the Contractor shall provide the Owner's Representative a shop drawing illustrating the spacing and location of form tie holes.



- .7 The Contractor shall take care to ensure not to exceed the live load of the structure with any construction or shoring loads.
- .8 The Contractor is responsible for monitoring the curing time and related strength of the concrete. These shall be factored into the scheduling, staging and progress of all concrete work.

### **3.2 Form Work Construction**

- .1 Construct formwork using appropriately sized timber or steel members, braces, walers, ties, etc. to ensure that the forms will not deflect, blow out, or deform as a result of concrete load.
- .2 Contractor shall ensure that where a positive slope is indicated on the construction drawings that the form work is constructed to achieve this slope. This includes but is not limited to cast in place concrete stair form construction.
  - .1 The Contractor shall clearly indicate, using an indelible line the entire length of the stair tread the elevation of the back of the stair tread.
  - .2 Prior to the placement of concrete using the line layout noted and the finished elevation of the top of the riser formwork the Contractor shall illustrate to the Owner's Representative that the formwork has been constructed to allow for positive drainage to the lines and levels indicated on the construction drawings from the back of the tread to the nose of the tread.
- .3 Install all inserts including cant and reveal strips, anchors, ties, bolts, nailers, anchor bolts, embedded plates, indicated on the contract documents and/ or required by other trades. Ensure cant and reveal strips are true to line and grade and joints are butt tight and smooth.
- .4 Provide all voids: openings and block outs indicated on the contract documents and/ or required by other trades.
- .5 Openings that have not specifically been indicated on the structural engineer's drawings must be approved in writing by the structural engineer.
- .6 Joints and corners shall be constructed so that they will not leak as a result of pressure from freshly placed concrete. Caulk as required.
- .7 The Contractor shall ensure that all forms not treated with a form release agent are to be kept evenly moist to prevent shrinkage. Wet the surface of untreated forms just prior to placing concrete.
- .8 Form release agent shall be applied in strict accordance with the manufacturers written instructions.

### **3.3 Removal of Formwork**

- .1 Forms shall not be removed until concrete has attained sufficient strength to ensure that no damage or continuity of concrete will occur when forms are removed.

- .2 The structural engineer shall advise the Contractor as to the duration of cure time required prior to the removal of suspended formwork.
- .3 The Contractor shall use wooden wedges when prying directly against face of concrete during form removal. Do not pry directly against concrete surface.
- .4 Carefully remove form ties to avoid marking concrete. Unless otherwise indicated on the construction drawings plug and grout form tie holes to prevent rust staining. Ensure grout is finished smooth and flush to finished face of concrete.
- .5 Thoroughly clean and retreat forms prior to reuse.

### 3.4 Architectural Concrete Formwork

- .1 With respect to these specifications Architectural Concrete refers to concrete surfaces that are exposed to view. In addition to requirements of this section and those outlined in Section 28 of CAN/CSA-A23.1, formwork for architectural concrete shall specifically address the following:
  - .1 Formwork shall be constructed so that finished concrete surface will be free from any imperfections as a result of, but not limited to, misalignment or warping of forms, misalignment or warping of plywood or steel elements, inadequate tightness of forms, mortar leakage and any texture imparted by formwork.
  - .2 Maintain true right-angled corners for all exposed edges of concrete, unless otherwise indicated.
  - .3 The pattern for form ties shall be in accordance with the approved shop drawings.
  - .4 Back all edges of forms and brace to assure that mortar leakage is eliminated.
  - .5 Thoroughly inspect all forms prior to reuse. Do not reuse forms when surfaces that will come in contact with concrete have been damaged to the extent that the finished surface will not conform to the specifications.

### 3.5 Cleaning

- .1 Rubbish and debris resulting from work of this section shall be collected regularly, and removed from the project site and properly disposed.

**END OF SECTION 03 10 00**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install reinforcing steel as indicated in the contract documents.

### **1.3 Related Work**

- .1 Concrete Formwork Section 03 10 00
- .2 Cast-in-Place Concrete Section 03 33 00

### **1.4 Reference Standards**

- .1 Except as stated otherwise, all work shall conform to the following:
  - .1 B.C. Building Code Current Edition.
  - .2 City of Vancouver Building Bylaw No. 6134.
  - .3 CAN/CSA-A23.2 Methods of Tests for Concrete
  - .4 CAN/CSA-A23.3 Code for the Design of Concrete Structures for Buildings.
  - .5 CAN/CSA- A23.1 Concrete Materials and Methods of Concrete Construction
  - .6 CAN/CSA G30.5-M Welded Steel Wire Fabric for Concrete Reinforcement.
  - .7 CAN/CSA G30.12-M Billet-Steel Bars for Concrete Reinforcement.
  - .8 CAN/CSA W186-M Welding of Reinforcement Bars in Reinforced Concrete Construction.
  - .9 ACI manual of Standard Practice for Detailing
- .2 Where the standard is referred to in this specification it shall mean the documents specified in this clause and their referenced documents.

### **1.5 Inspection**

- .1 All steel for the section shall be placed before pouring of concrete is begun and inspected by Owner's Representative or other designated staff by owner .

### **1.6 Testing and Approvals**

- .1 As per Section 03110 - Concrete/Reinforcement Testing.

### **1.7 Submittals**

- .1 Submit mill certificates properly correlated to the materials in accordance with CAN/CSA G30.18.

## **PART 2: PRODUCTS**

### **2.1 General**

- .1 Products shall satisfy the requirements of the standard unless otherwise specified herein or on the drawings.

### **2.2 Materials**

- .1 Reinforcing bars will conform to CAN/CSA G30.18, Grade 400 R, unless otherwise specified herein or on the drawings.
- .2 Reinforcing not in accordance with the above standards shall not be used.
- .3 Reinforcing bars to be welded will conform to CAN/CSA G30.18, Grade 400 W.
- .4 Welded wire fabric will conform to CAN/CSA G.30.5, size and gauges as shown on the drawings.
- .5 Welded wire fabric for slabs will be delivered in flat sheets only.
- .6 Accessories: tie wire, hangers, bolsters, bar supports and spacers adequate for strength and support of reinforcing construction conditions.
  - .1 Use non-staining supports for architectural concrete.

## **PART 3: EXECUTION**

### **3.1 General**

- .1 All phases of concrete reinforcement work shall be in accordance with the standard unless otherwise specified herein or on the drawings. Workers who are skilled and experienced in their trade shall do the work.
- .2 The Contractor shall notify the Owner's Representative at least 48 hours before any concrete is placed in order that an inspection may be made.
- .3 Ship bundles of bar reinforcement, clearly identified in accordance with the bar list.

### **3.2 Fabrication**

- .1 Fabricate reinforcing to CSA-A23.1.
- .2 Reinforcing bars will be cold bent. Bars will not be straightened or rebent.
- .3 Splices in reinforcing bars at locations not shown on the Drawings must be submitted for review by the Owner's Representative. Such splices will conform to the standards.

**3.3 Placing**

- .1 Reinforcing of size and shapes shown on the Drawings will be accurately placed in accordance with the Drawings and the requirements of the standard.
- .2 Reinforcement shall be adequately supported by chairs, spacers, support bars, hangers, or other accessories, and secured against displacement within the tolerances permitted in the standard. Support devices contacting surfaces exposed to the exterior shall be non-corroding.
- .3 Reinforcing bars that are not part of the structural design or drawing, and whose only function is supporting other reinforcing in lieu of other support accessories, will be considered as accessories.
- .4 Clean reinforcement before concrete is placed.
- .5 Contractor to coordinate a site meeting for the Owner's Representative to review reinforcing steel and placing before concrete is placed. A minimum of 48 hours notice is required for this review meeting.

**3.4 Welding**

- .1 Any welding of reinforcing steel shall be in accordance with CAN/CSA W186.
- .2 Copies of the Canadian Welding Bureau approved welding procedure and certificate of current operator qualification shall be submitted to the Owner's Representative prior to commencement of welding

**END OF SECTION 03 20 00**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install architectural cast in place concrete as indicated in the contract documents.
- .2 Install all anchor bolts, embedded metal, inserts, hangers, etc. supplied by other project trades to be cast into concrete. The Contractor shall be responsible for the correct positioning, depth, exposure and installation of these elements.
- .3 Install all openings, sleeves, block outs, etc. required by other trades and indicated on the construction drawings. The Contractor shall be responsible for the correct positioning, depth and installation of these elements.

### **1.3 Related Work**

- |    |                        |                  |
|----|------------------------|------------------|
| .1 | Concrete Reinforcement | Section 03 20 00 |
| .2 | Concrete Formwork      | Section 03 10 00 |
| .3 | Concrete Finishing     | Section 03 35 00 |

### **1.4 Reference Standards**

- .1 Unless otherwise noted concrete work shall conform to the requirements of the following standards:
  - .1 B.C. Building Code Current Edition
  - .2 CSA CAN3-A23.1.
  - .3 CAN/CSA-A23.2 Methods of Tests for Concrete.
  - .4 CAN/CSA-A23.3 Code for the Design of Concrete Structures for Buildings.
- .2 A copy of the standard shall be kept by the Contractor on site for the duration of the work.

### **1.5 Submittals**

- .1 A minimum of two (2) weeks prior to the start of work in this section the Contractor shall submit to the Owner's Representative the following information:
  - .1 Written confirmation of the mix design criteria from the concrete batch plant. Confirmation shall also be sent to the project Testing Agency.
  - .2 Shop drawings indicating the layout of all form ties.

## 1.6 Quality Assurance

- .1 To ensure consistency in the mix design; colour and finished appearance the supply of concrete and aggregate to be used in the concrete mix shall be from a single source throughout the duration of work of this Contract.
- .2 Quality of Finish: The quality of finish shall be such that, when the forms are stripped, it meets the standards set out below, without further finishing work other than sandblasting as required, and clean-up.
- .3 Concrete finishes shall exhibit sharp, accurate definition at corners, arises, reglets and the like, generally free of chipped or spalled areas and within dimensional tolerances set out in CAN/CSA A23.1/A23.2-00, except in the instance of "bug holes" or "honey-combing", in which a maximum of 5 mm diameter holes will be allowed. Members shall be visually straight. Major defects will necessitate replacement. The judgement as to what constitutes major defects will be by the Owner's Representative.
- .4 Concrete finish shall be uniform in colour.
- .5 Plane surfaces without protuberances, indentations, ridges or bulges.
- .6 Abrasive blasted surfaces shall have uniform depth of cutback, distribution of aggregate and colour and texture matching the sample panel designated by the Owner's Representative
- .7 Under no circumstances shall repair to any architectural concrete be undertaken without the Owner's Representative written consent. Concrete members that are repaired without written consent may be classified as defective work at the discretion of the Owner's Representative.

## 1.7 Testing and Approvals

- .1 All required sampling, preparation of specimens and testing shall be performed by an independent testing agency appointed by the Owner's Representative. The testing agency shall report any procedures that are contrary to the specifications or accepted practice to the Owner's Representative.
- .2 Testing will be paid for by the Contractor. The testing agency shall submit all results directly to the Owner's Representative.
- .3 The cost of supplying the material for samples shall be borne by the Contractor. The Contractor shall provide adequate notice and coordinate the scheduling of all concrete placements with the testing agency. The Contractor shall cooperate with the testing agency during the sampling process.
- .4 The testing agency shall perform the following:
  - .1 Review mix designs to ensure conformance with the specifications. Provision of a written report to the Owner's Representative.
  - .2 Test cement and aggregate for conformance with the material requirements of the specification.

- .3 Supply cylinder moulds, sample the concrete, make and cure test cylinders and perform compressive strength tests in accordance with specification standards.
- .4 Carry out slump and air content tests for each concrete test in accordance with specification standards.
- .5 Take three (3) test cylinders for each 25 cubic Metres (33 cubic yards) or fraction thereof for each class of concrete placed in any one day. In no case shall any one class of concrete be represented by less than three (3) tests.
- .5 All cylinders shall be made from concrete taken from the forms.
- .6 The Owner's Representative at their discretion may reduce or eliminate the test cylinders to be taken for minor pours or pours not of structural significance.
- .7 The testing agency shall perform the following tests on the each set of cylinders:
  - .1 Compression test of one (1) of the cylinder specimens after seven (7) days.
  - .2 Compression test of the remaining two (2) cylinders of each group after twenty eight (28) days.
  - .3 One (1) twenty-eight (28) day strength test result shall be calculated from the average of the compressive strength tests of the two (2) companion cylinders.
- .8 The testing agency shall provide certified copies of the test result to the Owner's Representative. The test results shall meet the requirements of the mix designs indicated on the Contract documents.
- .5 Should any test indicate concrete below strength, the Owner's Representative shall have the right to stop work on the suspect area until subsequent tests are made. The Contractor shall bear the cost of such required tests. Should all tests indicate below strength concrete, the Contractor shall remove this portion of the work at the Owner's Representatives request. The removal and replacement of this work by the Contractor shall be at no expense to the Owner.

## 1.8 Protection

- .1 Cold and hot weather requirements to CAN/CSA A23.1.

## PART 2: PRODUCTS

### 2.1 Concrete Mixing Materials

- .1 Portland Cement: to CAN/CSA-A5.
- .2 Aggregates: fine and coarse to CAN/CSA-A23.1
- .3 Water: potable to CAN/CSA-A23.
- .4 Air entraining admixtures: To requirements of ASTM C260. Acceptable products include but are not limited to:
  - .1 N.V.R, Sternson Ltd.
  - .2 Darex AEA, Grace Construction Materials



- .3 MB-VR, Master Builders
- .5 Chemical Admixtures: To CAN/CSA-A266.2. The Owner's Representative shall approve use in writing.
- .6 Calcium Chloride: As a raw material or as a constituent in other admixtures, shall not be used unless approved in writing by the Owner's Representative.
- .7 Curing Compound: To requirements of ASTM C309 spray applied liquid containing a fugitive dye to be applied in accordance with manufacturers written instructions.
  - .1 Curing compounds shall be compatible with other specified floor hardeners, covering adhesives and waterproofing compounds.
  - .2 The use of other curing methods including the use of burlap and sheet materials shall be at the discretion of the Owner's Representative.
- .8 Form Release Agents: Concrete form release shall be composed of an organic chemical that reacts with the alkali content of concrete to form a release film, along with providing an inert barrier to provide double separation. Acceptable materials include but are not limited to:
  - .1 Duogard Concrete Form Release Agent by W.R. Meadows
  - .2 Eco-Coat by W R Meadows
  - .3 No Hold Concentrate, Grace Construction Materials
- .9 Joint Fill Material: Fibre Board: 12mm (1/2") pre-moulded bituminous impregnated fibre board to ASTM D 1751. Acceptable materials include but are not limited to:
  - .1 Flexcell, Sternson
  - .2 027 Fibre Expansion Joint, W R Meadows
- .10 Backer Rod: Closed cell, polyurethane foam to ASTM C 1330, Type C. For Joint widths up to 19mm (3/4") diameter of rod shall be 3mm (1/8") larger than the joint width.
- .11 Joint Sealant: Shall be self-levelling, non sag, two (2) part polyurethane type, conforming to CGSB 19.24-M80, Type II, Class B. Acceptable products include:
  - .1 Sika; Sikaflex-2C NS Mix TG
  - .2 Iso-Flex 880 GB self leveling
  - .3 Sonneborn SL2
- .12 Colour from standard range as indicated on the Contract Drawings.
- .13 Primers and bond breakers as required to install the joint sealant system shall be in strict accordance with sealant manufacturers written recommendations.

## 2.2 Mix Designs

- .1 Unless otherwise noted on the Contract documents the concrete mix design shall meet the following requirements:

- .1 Ramps, stairs, and curbs:

Minimum 28 Day Strength	32 MPa
Slump	75mm, (3"), +/- 20mm (3/4")
Maximum Aggregate Size	19mm (3/4")
Water Cement Ratio	0.45
Air Content	5 – 8%
Exposure Class	C-2

## PART 3: EXECUTION

### 3.1 General

- .1 Concrete Supply: Concrete shall only be supplied by a ready-mix concrete plant indicated by the Contractor in the submittals provided as part of the approval for work of this section.
- .2 The transport of concrete in non-agitating equipment is not permitted without the prior written permission of the Owner's Representative.
- .3 Concrete shall be discharged to the specified on site locations no longer than one and one half (1.5) hours after the introduction of the mixing water to the cement and aggregates.

### 3.2 Openings and Inserts

- .1 The Contractor is responsible for the coordination with all trades in the setting of all slots, sleeves, openings, fasteners, block outs, bolts, dowels, hangers, inserts, conduits, clips, etc., that described or detailed in the Contract documents.

### 3.3 Preparation for Concrete Pour

- .1 Owner's Representative Review: A minimum of 48 hours prior to the placement of concrete the Owner's Representative shall review the following elements:
- .1 Layout and construction of formwork.
- .2 Layout and placement of reinforcing.
- .2 Inserts and Block Outs: The Contractor shall have all inserts, anchors, embed items, etc. positioned or close at hand to ensure a seamless, efficient concrete placement operation.
- .3 The Contractor is to review with the Owner's Representative procedures, reference lines, form construction and other practices that will be employed to ensure that concrete that is placed in areas where the Contract documents require a positive slope to ensure drainage will after final surface finishing achieve the specified slopes.

### 3.4 Addition of Water

- .1 To conform to CAN/CSA–A23.1.18.4.3.
- .2 In brief – no water from the truck system or elsewhere shall be added after the initial introduction of the mixing water at the batch plant. The only exception shall be as follows:
  - .1 At the start of discharge if the measured slump of the concrete is less than that specified and no more than sixty (60) minutes have elapsed from the time the concrete was loaded at the batch plant to the start of discharge, then at the discretion of the Owner's Representative up to 12 litres per cubic metre (3 gallons per cubic yard) of water may be added to concrete in the ready mix truck. The resulting concrete must satisfy the mix design requirements of the Contract documents.

### 3.5 Placing of Concrete

- .1 Concrete shall be deposited in the forms as close as is practicable to its final position to avoid segregation due to re handling.
- .2 Place concrete in generally horizontal, level lifts to a maximum depth of 300 mm (12"). Ensure the free fall of concrete does not exceed 1.5 Metres (5'-0").
- .3 Consolidate each lift of concrete thoroughly and uniformly by means of vibrators or finishing machines. The resultant mix should be a dense, homogeneous structure closely bonded to the reinforcing.
- .4 Vibrators shall be internal type having a minimum frequency of 7,000 revolutions per minute. A spare vibrator shall be readily accessible during all placement operations.
- .5 Ensure that the placing of concrete and the subsequent vibration process does not disturb reinforcing, location of inserts and block outs or the position of the forms.
- .6 Concrete shall not be placed during rain or snow unless Contractor has reviewed procedures for providing adequate protection to finished surfaces with the Owner's Representative. All procedures, equipment, tarps and overhead cover to be in place prior to the start of concrete placement.

### 3.6 Curing and Protection

- .1 Curing: Concrete shall be cured in accordance with CAN/CSA 23.1.
- .2 Unless otherwise indicated slabs shall be cured using curing compound specified. Coverage rates and method of application shall be as per manufacturers written instructions.
- .3 Freshly placed concrete shall be protected from the effects of sunshine, drying winds, cold, heat, and flowing water including rain by the use of adequate tarpaulins or other suitable materials to cover completely or enclose freshly finished surfaces, until the end of the curing period.

### 3.7 Finishes

- .1 Prior to final finishing, unless otherwise indicated on drawings tie holes shall be filled, formed surfaces shall be treated in accordance with CAN/CSA–A23.1. 24.
- .2 Final concrete finishes shall be as detailed in Contract documents.

### 3.8 Concrete Joints

- .1 Joints are to occur at regular intervals as required by the existing conditions, no further than 9 M (30 ft) apart unless noted otherwise.
- .2 Joint locations in beams or walls shall be approved by the Owner's Representative prior to their installation. Ensure proper key and dowels or extensions of reinforcing are provided at all joints.
- .3 The Contractor shall seek the approval of the Owner's Representative for installation of joints not indicated in the Construction documents.

### 3.9 Joint Fill and Sealant

- .1 Provide joint fillers and sealant to all joints unless otherwise indicated in the Contract documents.
- .2 Ensure that all joints are thoroughly prepared and cleaned of all foreign material that may impair the proper function of the joint of adhesion of the sealer. Cleaning procedures shall be in accordance with the manufacturers written instructions.
- .3 Unless otherwise indicated in the Contract documents or required by the sealant manufacturer the joint fill material shall terminate 12mm (1/2") below the top of the joint. The resultant space shall be space shall be filled with joint sealer in accordance with the manufacturers written instructions.

### 3.10 Patching

- .1 The Owner's Representative shall review all "bug holes" or "honey-combing", prior to any remedial work performed by the Contractor. Repair of these types of defects shall be as per CAN/CSA–A23.1.24.2. Patching and remedial work shall be performed by the Contractor at no cost to the Owner.
- .2 No other patching or repair of concrete surface shall be allowed. Defective work identified by the Owner's Representative shall be completely removed and replaced at no cost to the Owner.

**3.11 Flood Test**

- .1 Immediately upon removal of the formwork of cast-in-place improvements or placement of precast concrete elements, a flood test shall be conducted by the Contractor in the presence of the Owner's Representative to ensure proper drainage of all concrete improvements. Improvements subject to a flood test shall include but are not limited to all stairs and ramps. The flood test shall consist of the application of a volume of water sufficient to allow the visual verification of all slopes and drainage patterns and ensure that ponding does not occur. The volume of water necessary to facilitate testing and the determination of the success or failure of the flood test shall be at the discretion of the Owner's Representative.
- .2 Should the concrete not meet the grade tolerances of the Contract documents or ponding is evident after a flood test the Contractor shall at the discretion of the Owner's Representative completely remove and replace all concrete. Grinding, partial removal and patching to resolve ponding or insufficient grade is not acceptable.

**END OF SECTION 03 33 00**

## PART 1: GENERAL

### 1.1 General Requirements

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### 1.2 Description

- .1 Supply all products, labour, equipment, and services necessary to install architectural finish, rough formed finish and the installation of anti graffiti coatings on cast in place concrete.

### 1.3 Related Work

- |    |                                |                  |
|----|--------------------------------|------------------|
| .1 | Shop Drawings and Product Data | Section 01 33 23 |
| .2 | Concrete Reinforcing           | Section 03 20 00 |
| .3 | Cast-In-Place Concrete         | Section 03 33 00 |
| .4 | Abrasive Blast Finish          | Section 03 35 10 |

### 1.4 Reference Standards

- .1 Concrete finishes shall conform to the requirements of the following standards unless otherwise required by this specification:
  - .1 CSA/CAN3-A23.1, Concrete Materials and Methods of Concrete Construction

### 1.5 Submittals

- .1 Manufacturers product information sheets for all component parts of the concrete installation including but not limited to, coloured, or stained concrete.
- .2 Quality control procedures for coloured or stained concrete.

## PART 2: PRODUCTS

**2.1 Concrete Materials:** In accordance with CSA/CAN3-A23.1.

**2.2 Bonding Agent:** Formulated for bonding new concrete to cured concrete. Acceptable materials include but are not limited to:

- .1 Daraweld C, Grace Construction Materials
- .2 Polymer Bonding Agent, Target
- .3 Concresive Liquid LPL, Master Builders

**2.3 Non-shrink Grout for Patching: Acceptable materials include but are not limited to:**

- .1 Embeco Mortar, Master Builder's,

- .2 Fast- Set Patching Concrete, Target
- 2.4 **Integral Liquid Colour Additive:** Iron oxide pigment suitable for sandblasted concrete that will produce a uniform, consistent colour. Colour pigment shall be permanent, inert, stable in atmospheric conditions, sun fast, weather resistant, alkali resistant, lime proof and non-bleeding. Particle size shall be 95 to 99% minus 325 mesh.
  - .1 Acceptable products include; SGS Color-Flo Liquid Colours, by Solomon Colors, Springfield, Illinois, sgs@solomoncolor.com or pre approved equal.
  - .2 Colour as indicated on Contract drawings.
- 2.5 **Anti Graffiti Coating:** All walls exceeding a height of 0.45M shall be protected with an Anti Graffiti Coating. Acceptable suppliers and proprietary products include;
  - .1 CBR 501-AG Anti Grffiti Coating by Broda Stains and Coatings, as supplied by CBR Products, 102-876 Cordova, Vancouver BC. (604) 254.3325.
  - .2 Pre approved equal

## PART 3: EXECUTION

### 3.1 Finishing of Concrete Surfaces

- .1 Architectural Concrete Finish (concrete surfaces that are exposed to view):
  - .1 Surface finishing shall conform to CAN 3-A23.1-M94, Section 24, Finishing of Formed Surfaces, Clause 24.3.3, Smooth Form Finish.
- .2 Rough Form Finish: All concealed concrete surfaces.
  - .1 Surface finishing shall conform to CAN 3-A23.1-M94, Section 24, Finishing of Formed Surfaces, Clause 24.3.2, Rough Form Finish. Patching to be done in accordance with clause 24.2 Patching.
- .3 Sandblast Surface Finish: On concrete surfaces noted on drawings per Section 03 35 10.

### 3.2 Repairs to Defects

- .1 Architectural concrete shall have a pleasing appearance, free of defects, with minimal colour and texture variation when viewed at a distance of 6 metres (20'-0").
- .2 Should the variation in colour and texture or the appearance of defect(s) including but not limited to honeycombing, rock pockets, chips, cracks, spalls, fins and stains exceed the tolerance of the specification or CAN3 - A23.1-M94, which ever is more onerous the concrete work will be rejected. At the discretion of the Owner's Representative rejected concrete, at no cost to the owner will be demolished and replaced by the Contractor.
- .3 Grinding or repair of stair treads to facilitate positive drainage will not be accepted. Contractor at no expense to the Owner will completely remove and replace all stair systems that exhibit ponding of water on the stair treads.

- .4 At the discretion of the Owner's Representative the Contractor may be given the opportunity to provide in writing accompanied by product information and cut sheets, a detailed methodology of repair of defective concrete. The methodology should reference the manufacturers written instructions for each product and procedure and shall clearly outline the full process for repair of defective work.
- .5 Should the Owner's Representative approve the defect repair methodology a trial repair will be carried out on the mock up. In the event the mock up was incorporated into the finished work a discrete location will be chosen by the Owner's Representative for testing of the defect repair.
- .6 The acceptance of the repair shall be at the sole discretion of the Owner's Representative. Should the repair not be acceptable to the Owner's Representative the Contractor shall, at no cost to the owner demolish, and replace the defective work.

### **3.3 Application of Anti Graffiti Coating**

- .1 Unless otherwise indicated in the specifications or on the contract drawings anti graffiti coating to be applied to all exposed vertical concrete surfaces.
- .2 Surface preparation and application in strict accordance with the manufacturers technical data and application instruction sheet.

### **3.4 Protection**

- .1 Protect architectural concrete from any damage by the elements and defacement of any nature during construction operation.
- .2 All corners and surfaces subject to possible damage shall be suitably protected with boards or hoardings.
- .3 The Contractor shall make adequate provision to keep all exposed concrete free from laitance caused by spillage, leaking forms or other contaminants. In no event shall laitance be allowed to penetrate, stain or harden on surfaces that have been sandblasted.
- .4 Adequate protection shall be given to all exposed reinforcing steel in architectural concrete to prevent staining of surfaces of concrete due to rust and corrosion. If any rust or corrosion does occur it shall be removed immediately to avoid permanent staining.

### **3.5 Cleaning**

- .1 Rubbish, debris and demolition material resulting from work of this section shall be collected regularly, removed from the project site and properly disposed.
- .2 Repair, remove and clean all drips or smears resulting from the work of this section on exposed, finished surfaces or surfaces to be subsequently finished.

**END OF SECTION 03 35 00**



## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary for abrasive blasting of surfaces as indicated in the contract documents.
- .2 The work shall include but is not limited to the following components:
  - .1 Concrete Seat Walls and Steps
  - .2 Concrete Banding
  - .3 Cast in Place Concrete Walks, and Miscellaneous Flat Work

### **1.3 Related Work**

- |    |                                |                  |
|----|--------------------------------|------------------|
| .1 | Shop Drawings and Product Data | Section 01 33 23 |
| .2 | Concrete Forming               | Section 03 10 00 |
| .3 | Reinforcing Steel              | Section 03 20 00 |
| .4 | Cast-In-Place Concrete         | Section 03 33 00 |

### **1.4 Reference Standards**

- .1 All work and material shall conform to Chapter 9 of CPCA/MPDA Specification Manual (latest edition) and as herein specified.

### **1.5 Qualifications**

- .2 This Contractor shall have a record of satisfactory performance in the trade and shall maintain a qualified crew of abrasive blasters throughout the duration of the work.

### **1.6 Requirements of Regulatory Agencies**

- .1 Applicable Provincial, municipal regulations and environmental requirements shall be fully maintained during abrasive blasting operations.
- .2 WorkSafe BC safety regulations shall be strictly adhered to in all respects. Specific emphasis shall be placed on monitoring and adhering to permissible noise levels and air borne particulate levels.

**1.7 Job Conditions**

- .1 Equipment used in abrasive blasting operations shall be properly muffled. All dust shall be completely controlled during the operation.
- .2 Protect surrounding and adjoining work by adequately covering with tarpaulins or other necessary protective covering. At no cost to the Owner, make good any damage caused by failure to provide suitable protection.

**PART 2: PRODUCTS**

**2.1 Materials**

- .1 Abrasives shall conform to The International Concrete Repair Institute No. 310.2R-2013
- .2 Material and material gradation will be selected by the Abrasive blasting Subcontractor to achieve finishes described in the construction drawings and details, implemented on the mock up panels and approved by the Owner's Representative.

**2.2 Product Delivery, Storage and Handling**

- .1 Deliver materials to the site in unopened, weather tight packaging that is clearly marked with the manufacturers name and product information.
- .2 All materials shall be protected from the rain and excessive moisture, sit on pallets and stored in a location that will not impact other trades working on the site.

**PART 3: EXECUTION**

**3.1 Inspection**

- .1 The Contractor shall inspect all surfaces to be abrasive blasted and report to the Owner's Representative in writing any defects or elements that will hinder the completion of abrasive blast operations. Commencement of work indicates acceptance for the above condition.
- .2 Prior to start of work of this section the Contract shall ensure that the Owner's Representative has reviewed and accepted all surfaces to be abrasive blasted.

**3.2 Finish**

- .1 Abrasive blasting finishes shall be light, medium and heavy abrasive blast finishes as called up on details and drawings. The exact finish of abrasive blast will be governed by matching samples reviewed by the Owner's Representative.
- .2 Refer to drawing for location, type and extent of abrasive blast finishes.

**3.3 Abrasive Blast Operation**

- .1 All abrasive blasting required on this project shall be carried out by the air-blasting method.

- .2 Concrete shall have cured for a minimum of twenty one (21) days prior to abrasive blasting.
- .3 Abrasive blasting operation shall yield uniform texture and colour to all surfaces. The texture and colour shall match the approved mock up panels.

**3.4 Cleaning**

- .1 During the progress of the work keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris.
- .2 Upon completion of the work remove all excess materials and clean all surfaces.

**END OF SECTION 03 35 10**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to play equipment with required safety zones as indicated in the contract documents.

### **1.3 Related Work**

- .1 Concrete Forming and Accessories Section 03 10 00
- .2 Concrete Reinforcing Section 03 20 00

### **1.4 Qualifications**

- .1 The Playground Equipment installer shall have a minimum of five (5) years proven record of satisfactory performance and experience on projects of similar size and scope and shall maintain a qualified crew with at least one (1) Canadian Certified Playground Inspector throughout the duration of the work who shall be qualified with the CPRA.
- .2 Qualifications of Workers:
  - .1 Only competent skilled trades people holding the designation Canadian Certified Playground Inspector's who are thoroughly experienced with the material and methods specified may perform any playground installation work specified under the work of the Section.
  - .2 General labour type activities related to playground equipment installations may be performed by labourers and trades helpers who are thoroughly experienced with preparation procedures provided they work under the direct supervision of a skilled Canadian Certified Playground Inspector.
  - .3 Certification must be presented to the Owner's Representative or designated representative within 48 hours upon request, and produce written proof of such. A skilled Canadian Certified Playground Inspector shall be present at all times during the execution of the playground installation work.

### **1.5 Quality Assurance**

- .1 All layout, materials and work must meet or exceed requirements of the latest edition of the CSA standard CAN/CSA-Z614-14 Children's Play spaces and Equipment and the IPEMA (International Play Equipment Manufacturers Association) standard.
- .2 Hazardous materials such as asbestos, polychlorinated byphenyls (PCB's) and lead based paints are not permitted on site.

- .1 A copy of the CSA standard CAN/CSA-Z614-14 Children's Play Spaces and Equipment shall be kept on site for the duration of the construction schedule.
- .2 Should modifications to the CSA Guidelines occur, and then the modifications shall govern.

## 1.6 Protection

- .1 Protect all play equipment and components against damage during shipping, handling, storage and installation, and until Final Acceptance.
- .2 Provide protected storage of play equipment prior to installation off the ground and free from dampness.
- .3 Provide all necessary facilities/equipment for handling and lifting site furnishings-play equipment into final location.
- .4 Take all reasonable measures to protect surrounding or adjoining work or as requested by the Owner's Representative, including all material, plant and real property related to the Work against loss or damage from any cause.
- .5 Safety: The Contractor will be responsible for all aspects of job safety at the work site as per the contract documents. All work must be carried out in a safe and responsible manner. Where applicable, Workers Compensation Board "Industrial Health and Safety Regulations" must be followed.
- .6 Contractor is responsible for ensuring adequate public safety in his work area at all times. No operating equipment is to be left unattended and the work area is to be left in a safe, secure condition at the end of each workday. Ensure that any partially installed play equipment is adequately signed with warning signs stating "CONSTRUCTION AREA - KEEP OFF" and that the overall area is properly barricaded by fences or approved guards from public access until Final Acceptance.

## 1.7 Submittals

- .1 Provide shop drawings of all play equipment, and obtain Owner's Representative's approval prior to manufacture. Shop drawings shall show overall dimensions, layout, height relationships, and footing and anchoring methods adapted as necessary to the requirements of this project. Shop drawings shall show clearances to the edge of play area to meet the CSA Standards. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design. A "generic" package of installation instruction and maintenance instructions is not acceptable. Shop Drawings will become part of the Maintenance Manual.
- .2 Submit a copy of the supplier's warranty statement stating all exclusions. The warranty certificate shall be filled out/completed by the Contractor/Supplier acknowledging the Vancouver Park Board (with site location) as the Owner.
- .3 Submit completed Schedule A - Sample Inspection Report Form to the Owner's Representative upon completion of the project. See Schedule A below.

Maintenance Manual/Kit: Prior to and as a condition of Substantial Performance the Contractor shall submit a project specific maintenance manual/kit for all Project Play Equipment. This manual shall:

- .1 Provide information to establish the frequency of inspections.
- .2 Describe preventative maintenance and repair procedures.
- .3 Provide copies of project specific inspection Report Forms for each play component shown on the Drawings.
- .4 A reproducible copy of the as constructed Play Component System produced by the Contractor or supplier/manufacture.
- .5 Provide 2 sets of any special tools or wrenches necessary to adjust or replace any special vandal resistant fasteners.
- .6 Provide a PVC repair kit for repair of minor PVC damage.
- .7 Provide an anti-graffiti chemical cleaner for removal of paint, ink or other forms of graffiti from the various surfaces/materials used on the play structure.
- .8 A primer and matching colour touch-up kit compatible with the original manufacturer's finishing system.
- .4 The Contractor/manufacture shall submit with their bid a list of all variances from these specifications.
- .5 Provide all necessary templates for location of fixing devices prior to pouring of concrete bases.

## 1.8 Guarantee

- .1 The play equipment and complete installation shall be warranted for three (3) full years from the date of Substantial Performance. Repair or replace any faulty work or parts within 7 days after notification by the Park Board. Do not permit dangerous conditions in or around the play equipment. Refer also to inspection requirements Item 3.4.2 of this Specification.

## PART 2: PRODUCTS

### 2.1 General

- .1 All materials shall have demonstrated record of durability in the playground or similar outdoor settings.
- .2 Site Specificity of Design - Equipment selection is based on specific program requirements, physical constraints within the site, and public input. Requests for Product Substitution will be subject to certain subjective criteria including (in no particular order):
  - .1 Similarity to specified play structure components
  - .2 Footprint
  - .3 Colour Availability
  - .4 Geometry

- .5 Apparent Mass and/or Visual Density
- .6 Proven Performance Record
- .7 Variance - The Contractor/manufacturer shall submit with their bid a list of all variances from these specifications.

## 2.2 Play Equipment

- .1 Play equipment shall be CSA-approved manufactured units, consisting of the components shown in the drawings, and all incidental components required for a proper warranted installation. As shown in the drawings or pre-approved equal.
- .2 Colour of play components as noted in Landscape Drawings/Details.
- .3 Play equipment shall be as specified on Landscape Drawings, install as per manufacturers specifications.
- .4 Contractor must order Play Equipment 8 weeks prior to installation to prevent project delay.

## 2.3 Resilient Play Area Safety Surfacing

- .1 Sand: shall be medium WASHED play sand as supplied by Lafarge. Submit 1litre sample for approval.
- .2 Engineered Wood Safety Surface: Fibar System 300 complete w/ FibarMat, FibarFelt and FibarDrain as supplied/installed by RecTec Industries, or pre-approved equal.
- .3 Rubber Surfacing: Landsafe as supplied by Marathon Surfaces Inc, Surrey, B.C. or pre-approved equal. 5 year minimum warranty as a performance requirement. Colours as shown in Landscape Drawings

## 2.4 Approved Equals

- .1 All items shall be as specified or approved equals.

# PART 3: EXECUTION

## 3.1 Preparation and Layout

- .1 Examine the areas and conditions under which work of this Section will be performed. Verify safety zones of all equipment before setting posts in concrete footings. Do not proceed until conditions detrimental to proper and timely completion of the work have been satisfactorily corrected and thus meet the manufacturer's instructions and the requirements. Beginning work constitutes acceptance of conditions as satisfactory.
- .2 Before installing play equipment or safety surfacing, verify that the subgrades are uniform, smooth, well drained and set at correct elevations to allow for installation of specified depth of resilient safety surfacing to the correct finished grade.

- .3 Lay out the play equipment in the designated area to ensure compliance with safety zone clearances. Stake the locations of all equipment/site furnishings and obtain the approval of the Owner's Representative prior to installation. Lay out play equipment locations with flags and short lengths of string as required/requested by Owner's Representative. Obtain Owner's Representative approval before proceeding. Install with the required safety clearances between play equipment units and to retaining curb or other objects. The layout shall be in accordance with the drawings. Alternative layouts shall be approved by the Owner's Representative.

### **3.2 Installation of Compound Structures and Independent Activities**

- .1 Install play equipment and resilient safety surfacing in strict adherence to manufacturer's instructions, level and plumb and maintaining recommended safety clearances. Adapt footing and anchoring methods as necessary to the requirements and specific site conditions of this project in accordance with approved shop drawings and in such fashion that work of other Sections is not damaged. Layout all equipment prior to construction.
- .2 Provide all concrete footings as required to properly place the equipment components. It is the Contractor's responsibility to adjust drainage pipe or other new utility locations to accommodate the equipment footings.
- .3 Place specified depths and areas of resilient safety surfacing as per detail drawings.

### **3.3 Protection**

- .1 During construction of the play equipment structures, provide PVC web fence material in sufficient quantities and wrap the structures to prevent public access onto the equipment. Maintain the fencing wrap after completion of the play equipment and safety surfacing installation through completion of the project.

### **3.4 Inspections**

- .1 Provide a min. 48 hours notice in order to schedule all inspections. Delay claims filed by the Contractor resulting from failure to provide adequate notice of inspection required will not be entertained. All aspects of this work shall be subject to inspection by the Owner's Representative or their designated inspector. Inspector/approval points shall be of a frequency sufficient to ensure adequate Quality Control in accordance with this specification and will occur thorough the duration of the Contract. The Contractor must supply access to the work for the Owner's Representative or their Inspector. As a minimum, inspections will occur as follows:
  - .1 Upon arrival of play equipment to the site.
  - .2 After staked layout of proposed play equipment locations.
  - .3 After play equipment anchor post installation.
  - .4 Upon Final Acceptance/Assumption by the Vancouver Park Board.



- .2 The Contractor is required to visit the site a minimum of two (2) times during the warranty period to ensure all play equipment/site furnishings are performing satisfactorily/functioning as intended and perform any maintenance services required. The first visit is to occur approximately six (6) months after the Assumption Date by the Board and the second visit is to occur approximately two (2) weeks prior to the end of the warranty period.

### **3.5 Site Maintenance/Clean Up**

- .1 The job site shall be kept in a neat, clean and orderly condition at all times during the installation process.
- .2 Footing excavation and backfilling shall be continuous so that the amount of open excavation at the end of each workday is minimized. Any open trench or other excavations shall be barricaded and marked with high visibility marking tape to current WorkSafeBC requirements.
- .3 Any damage to paving, planting or any other structures/elements due to settlement of improperly compacted footings shall be immediately repaired at the Contractor's expense to the satisfaction of the Owner's Representative.
- .4 Remove and disposal of offsite all surplus material, excess excavated materials, trash, debris and waste material from the work of this Section. This clean up shall include removal of all delivery packaging.

**Schedule A: Inspection Report Form**

Park Name: \_\_\_\_\_  
Inspection Date: \_\_\_\_\_  
Inspector's Name: \_\_\_\_\_

Location: \_\_\_\_\_  
Time: \_\_\_\_\_

Individual Equipment Components	Equipment									
	Toddler Swing	Junior Swing	Tire Swing	Spiral/ Straight Slide	Spring Toys	See-Saws	Climbing Structures	Merry Go- Rounds	Composite Structure	Safety Surfacing
Chains										
S-Hooks/C-Hooks										
Seats/Tire/Belts										
Hanger Bearings										
Grease Fittings										
Stability/Tilting										
Exposed Concrete										
Entanglement Points										
End/Center Fittings										
Chain Covers										
Hand Rails										
Support Bars/Legs										
Fastening Point/Areas										
Sidewalls/Bedway										
Entrapment Point/Areas										
Sharp Edges/Points										
Stair/Steps										
Plastic Component Cracking/Damage										
Spring/Bars										
Handles										
Pivot Points										

Individual Equipment  
Components

Equipment

	Toddler Swing	Junior Swing	Tire Swing	Spiral/ Straight Slide	Spring Toys	See-Saws	Climbing Structures	Merry Go- Rounds	Composite Structure	Composite Structure 2	Safety Surfacing	General Site
Nuts and Bolts												
Ground Clearance												
Locking Devices												
Wood Checks/Splits (max. 19mm)												
Protrusions												
Caps/Plugs												
Protective Surfaces Borders												
Equip. Spacing/ Encroachment												
Bench Seats												
Debris/Broken Glass												
Asphalt Paths												
Fencing												
Condition: Satisfactory T												
Condition: Requires Attention X												

**Other Comments:**

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**END OF SECTION 11 68 13**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to excavate and backfill for all landscape paved areas, footings, walls, etc. indicated on contract drawings.
- .2 The work shall include but is not limited to the following areas:
  - .1 Excavation of subgrade
  - .2 Grading operations to attain sub grade design grades
  - .3 Import and placement and compaction of granular fill materials
  - .4 Compaction testing
  - .5 Removal and disposal of excess material off site

### **1.3 Related Work**

- .1 Cast-In-Place Concrete Section 03 33 00
- .2 Hot Mix Asphalt Paving Section 32 12 16

### **1.4 Reference Standards**

- .1 Contractor is responsible for complying with all current Work Safe BC requirements for site safety related to the scope of work in this section. This includes but is not limited to protection of personnel and site safety procedures related to open excavation.
- .2 All work under this section shall conform to the requirements of the American Society for Testing and Materials, Standards as referenced herein.

### **1.5 On and Off Site Construction Maintenance**

- .1 Contractor shall be responsible for implementation, maintenance, and decommissioning of vehicle wheel wash facility. Decommissioning of wheel wash facility includes but is not limited to fill and regarding of affected area to the satisfaction of the Owner's Representative.
- .2 Contractor shall be responsible for cleaning of adjacent municipal streets, private streets and driveways affected by vehicle movements on site or to and from the site.
- .3 Contractor shall be responsible for implementing and maintaining dust control measures for all on site activities of this section. Dust control measures shall meet all local bylaws and regulations.

**1.6 Site Access**

- .1 The Contractor shall be responsible for ensuring that there is minimal disruption of vehicle and pedestrian traffic flow on adjacent existing roads during work of this section.
- .2 The Contractor shall be responsible for providing warning signs, flashing lights, flag people barricades, etc. to ensure vehicle and pedestrian movement associated with the site or adjacent to the site meets all applicable municipal, provincial or federal requirements.

**1.7 Protection**

- .1 Prior to commencing any excavation work the contractor shall establish the location of any existing active buried utility or service lines, including service entry points. Mark these locations clearly on site to prevent accidental disturbance during the work.
- .2 Any utility or service which is presently in use, or not established as abandoned but which must be moved or otherwise disturbed, shall be referred to the utility or service company concerned so that they may advise on, co-ordinate, inspect necessary operation for relocation.
- .3 Costs incurred by any disturbance of existing active utilities and service lines, not called for under the contract documents, shall be borne by the Contractor.
- .4 Any damage done including settlement or collapse to existing active services caused by inadequate measures taken by the Contractor to prevent such disturbances shall be rectified immediately by the Contractor at no cost to the Owner.
- .5 The Contractor shall protect all adjacent structures and surfaces including but not limited to roadways and sidewalks from damage, direct or incidental as a result of work of this section.
- .6 The Contractor shall make good all damages to adjacent structures and surfaces including but not limited to roadways and sidewalks as a result of work of this section to the satisfaction of the Owner's Representative.

**1.9 Deposits**

- .1 The Contractor shall at no cost to the Owner shall obtain all damage and/ or crossing deposits required by the municipal, provincial, federal or utility to carry out the work of this section.

**1.10 Tests and Approvals**

- .1 The Contractor shall at no cost to the Owner and as part of the work of this section perform, or cause to be performed, all tests, inspections and approvals.
- .2 Should the test, inspection or approval require a representative sample of the material or workmanship the Contractor shall at no cost to the Owner supply the labour and materials necessary to provide the sample or test.

- .3 Should the test or inspection indicate that the material or work completed does not conform to the specifications the Contractor shall at no cost to the Owner promptly remove this work, dispose of it off site and re-execute it in accordance with the Contract Documents. The remedial work shall include retesting as required to establish conformance with the Contract Documents.

#### 1.11 Submittals

- .1 Prior to the start of work for this section the Contractor shall submit the following to the Owner's Representative for review;
  - .1 Sieve analysis of granular material
  - .2 Source for supply of all materials (source shall be used throughout duration of project). Should a change of material source be proposed during work; provide samples and sieve analysis from proposed source.
  - .3 Company name, address and contact information for material testing company.
  - .4 Confirm in writing to the Owner's Representative that he/she has verified the locations of all underground services.
  - .5 Obtained in writing and submitted to the Owner's Representative at no Cost to the Owner permission from adjacent property owners and/or municipality to carry out work beyond the property limits of this contract if required to carry out the work of this section.
  - .6 Notify the Owner's Representative for on site review of sub grade preparation work forty-eight (48) hours prior to commencement of import, placement and grading operations.

## PART 2: PRODUCTS

### 2.1 General

- .1 Review and approvals by a Geotechnical Engineer engaged by the Contractor shall be signed and sealed and submitted to the Owner's Representative prior to use of this material.

- 2.2 **Native Material Fill:** Will be considered but must be reviewed and approved by either the project Geotechnical Engineer or should a Geotechnical Engineer not be part of the project team a Geotechnical Engineer engaged by the Contractor at no cost to the Owner.

- .3 Pit Run Gravel:** To be well graded granular material, substantially free from clay lumps, organic matter and other extraneous material, screened to remove all stones in excess of maximum diameter specified in material description, e.g. (300mm Pit Run Gravel, 200mm Pit Run Gravel and 100mm Pit Run Gravel). Recycled concrete free from contaminated and other extraneous materials conforming to the specified gradations may be used as pit run gravel.

Sieve Size (mm)	Percent Passing
(300)	100
(200)	100
(100)	100
75	100
50	70-100
25	50-100
4.75	22-100
2.36	10-85
0.075	2-8

- .4 Granular Sub Base:** Shall be 75 mm (3") minus, clean, granular material free of organic material conforming to following gradation limits:

Sieve Size (mm)	Percent Passing
80	100
75	55-100
4.8	30-100
38	60-100
19	35-80
9.5	26-60
4.75	20-40
2.36	15-30
1.18	10-20
0.6um	5-15
0.3um	3-10
0.075um	0-5

- .5 Granular Base:** The 19 mm (3/4") crushed granular base shall consist of sound, durable particles, free from clay, organic material or other deleterious matter, evenly graded, to meet the following gradation requirements.

Sieve Size (mm)	Percent Passing
19	100
12.5	75-100
9.5	60-90
4.75	40-70
2.36	27-55
1.18	16-42
0.60	8-30
0.30	5-20
0.15	5-15
0.074	2-8

- .6 River Sand:** River sand to be free of organic material, salt and foreign objects and conform to the following gradation:

Sieve Size (mm)	Percent Passing
19	100
4.75	80-100
0.6	20-80
0.15	0-20
0.075	0-8

## PART 3: EXECUTION

### 3.1 Excavation

- .1 All excavation and waste discharge permits shall be undertaken in accordance with the City of Vancouver's Policy and Standard Operating Procedure- Soil and Excavation Water Contamination Management.
- .2 Grade to elevations and dimensions indicated on contract documents or required by the work of this section or related sections.
- .3 Ensure that work of this section provides sufficient space to permit erection of forms, site elements and miscellaneous elements of related sections.
- .4 Excavation shall to ensure that the placement of fill materials are minimized.
- .5 Contractor shall phase his operation so that a stable slope at the edge of excavation is maintained all times. Where sloping of the sides of excavations are not possible the Contractor shall implement appropriate safety measures in accordance with current WCB of BC requirements.
- .6 During excavation, stockpile material suitable for backfill in a neat manner and sufficient distance from the trench to avoid slides and cave-ins.
- .7 All excavated materials not required or suitable for backfill shall be removed and wasted as indicated or as directed. Grade as required to prevent surface water from flowing into trenches or other excavations. Remove any accumulated water by pumping or other approved method.
- .8 All exposed excavation faces shall be protected from weather with appropriate tarps or plastic sheeting as soon as possible after being cut.
- .9 Remove all boulders, rock and stones larger than 150 mm (6") in diameter from excavated surfaces encountered during excavation. Fill cavities created with crushed granular base material compacted to 95% Modified Proctor Density.
- .10 Bottom of excavation to be level, free from loose material and debris.
- .11 Protect excavations against freezing. Frozen areas shall be thawed and protected from further frost until subsequent work has been completed.
- .12 All necessary precautions shall be taken to preserve all materials outside the required excavations in an undisturbed condition.
- .13 Costs incurred as a result of deterioration caused by activities or neglect of the Contractor or and fill required for over excavation as a result of action by the contractor are the responsibility of the contractor.



### 3.2 Placement of Granular Fill Material

- .1 Prior to the backfill operation of site excavation ensure the following actions have been completed:
  - .1 Concrete foundation walls and footings shall have reached specified strength unless otherwise approved by the Owner's Representative.
  - .2 All backfill materials shall have been inspected and approved by the Geotechnical Engineer.
  - .3 Each component of the backfill operation shall have been inspected and approved to by the Geotechnical Engineer at the time of placement.
  - .4 Compaction density tests shall have been completed and tests results reviewed and approved by the Geotechnical Engineer.
- .2 Place crushed granular sub-base in maximum 300 mm (1'-0") lifts to depths indicated on drawings. Compact each lift to 95% Modified Proctor Density.
- .3 Place granular base in maximum 150 mm (6") lifts to depths shown on the drawings. Compact each lift to 95% Modified Proctor Maximum Density.
- .4 Place all native material fill in uniform 300 mm (1'-0") compacted lifts to depths indicated on drawings. Compact each lift to 95% Modified Proctor Density.
- .5 Ensure that granular fill material is placed to the full width of the excavation, in uniform lifts, shaping each lift to smooth, even contours.
- .6 Ensure the placement and compaction of crushed granular sub-base and granular base does not segregate or degrade the aggregate.
- .7 Apply water as necessary during compaction to obtain specified density. If material is excessively moist aerate by scarifying with suitable equipment until moisture content is suitable for compaction.
- .8 Mechanical compaction equipment shall be used with extreme caution to prevent any undue pressure on foundation work. Do not use motorized compaction equipment directly adjacent to foundation or retaining walls.
- .9 Where backfill is required on both sides of foundation walls it shall be placed and compacted simultaneously on both sides of the wall.
- .10 All sub grade whether disturbed or undisturbed, shall be compacted to 95% Modified Proctor Density.
- .1 Soft areas or areas that do not meet specified compacted densities shall be over excavated and filled with compacted crushed granular base as required to obtain the specified compaction density.

### 3.3 Grading Subgrade and Granular Fill

- .1 Site sub grade shall be shaped to lines and elevations indicated on contract drawings.

- .2 Finished surface of sub grade and granular fill material shall have no irregularities exceeding 10 mm (3/8") when checked with a 3 M straight edge placed in any direction. Correct all sub grade and granular fill surface irregularities by loosening and adding or removing sub grade or granular fill material until surface is within specified tolerance. Correcting sub grade deficiencies by manipulating granular fill material is not acceptable.
- .3 Shaping of sub grade shall ensure uniform slope transitions with rounded, smooth profiles between changes in elevations
- .4 Ensure that sub grade preparation allows for depth of granular fill and finished materials as indicated on contract drawings.

### **3.4 Dewatering**

- .1 All excavation and waste discharge permits shall be undertaken in accordance with the City of Vancouver's Policy and Standard Operating Procedure- Soil and Excavation Water Contamination Management.
- .2 Pump or otherwise continuously remove all water that has accumulated in excavation during the progress of the Work.
- .3 Do not divert water onto adjacent property.
- .4 Ensure that sediment control devices are in place as per municipal or provincial regulations prior to the start of dewatering operations. Do not divert dewatering effluent to natural water bodies.

### **3.5 Cleaning**

- .1 Clean up and remove from the site, as the work proceeds any debris and waste material or rubbish resulting from the work of this section.
- .2 Transport all surplus excavated materials, fill materials, and debris off site to an approval disposal area.

**END OF SECTION 31 23 10**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted, and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to protect existing trees on site, adjacent properties, and on adjacent road right-of-way and sites as indicated in the contract documents, including but not limited to:
  - .1 Survey and layout for locations of protective barriers.
  - .2 Installation, maintenance, adjustment during construction, and final removal of protective barriers and signs.
  - .3 Pruning as approved by the Owner's Representative including hand excavation and root pruning.
  - .4 Watering, fertilizing, and all other measures directed by the Owner's Representative as required to maximize the health and prospects for survival of the trees.

### **1.3 Related Work**

- .1 Growing Medium Preparation and Placement Section 32 91 13

### **1.4 Reference Standard**

- .1 City of Vancouver Tree Protection By-Law. (OR CITY OF VANCOUVER TREE PROTECTION BY-LAW 7347 OVERRIDDEN BY SPECIFICATIONS STATED HEREIN).
- .2 International Society of Arboriculture standards.
- .3 ANSI A300 Tree Pruning Guidelines

### **1.5 Definitions**

- .1 The "Tree Protection Area" (T.P.A.) shall be established on site under the direction of the Owner's Representative. It must be demarcated on site and fenced off from all impacts of construction. The T.P.A. is defined as the "dripline", which is a line drawn vertically to the ground from the furthest horizontal extent of the canopy branches as measured around the full circumference of the tree. Minor adjustments may be required to this rule to meet site species/specific conditions. Confirm T.P.A. on site with Owner's Representative. In addition to the T.P.A. definition the following shall be minimum distances for protection barrier fencing from the trunk.

Diameter at height of 140cm (cm)	Minimum distance of protection barrier fencing from trunk (cm)
10	60
20	120
30	180
40	240
50	300
80	480
100	600

- .2 Excavation, soil stabilizing measures, shoring (if necessary) and related work shall be planned and executed such that no excavation or other construction activities occur within the Tree Protection Area. A variance may be obtained from the Board provided that the location, materials and methods are approved and supervised by the Owner's Representative.
- .3 No Owner approvals for root pruning beyond the limits of the T.P.A. are required. All severed or fractured roots over 2cm in diameter outside the T.P.A. are to be neatly cut back a min of 5 cm above damage with a clean, sharp tree pruning saw.

## 1.6 Qualifications

- .1 All pruning operations shall be carried out or under the direction of an I.S.A. Certified Arborist using clean sharp pruning tools,

## 1.7 Quality Assurance

- .1 Inspection: The Contractor shall give at least forty-eight (48) hours notice to the Owner's Representative of the timing for root pruning, branch pruning, installation of protective barrier, and all other tree protection measures. The protective barrier shall be accurately located on site, prior to starting any hand excavation or root pruning. The Park Board Arborist shall do or supervise all root pruning, branch pruning, etc. within the T.P.A. (The Park Board Arborist shall be present when all work is being done along the line of the protective fence).
- .2 Where requested, all root pruning and branch pruning shall be done to recognized arboriculture industry standards by an I.S.A. Certified Arborist or Tree Surgeon under direct supervision of the Owner's Representative.

## PART 2: PRODUCTS

### 2.1 Protective Barrier

- .1 Orange plastic web snow fencing, 1.2m high "Tenax", as supplied by Ronco Sales Ltd., or pre-approved equal. Posts, minimum 75mm dia. or square wood posts or steel "Tee-Bar" posts minimum 1.8m lengths. Posts maximum 2.4m o.c.

## 2.2 Tree Protection Area Signs

- .1 Tree Protection Area signs shall be signs at least 900mm x 450mm, on painted plywood or other acceptable weather resistant material, stating:

TREE PROTECTION AREA, DO NOT REMOVE OR MOVE FENCE DURING  
CONSTRUCTION:

No Dumping      No Burning

No Storage      No Cutting

No Machinery      No Toxic Substances (paint, solvents, fuel, oils)

TO REPORT VIOLATIONS PHONE: 604-257-8400

## 2.3 Water, Fertilizers, Miscellaneous

- .1 Water, fertilizers and miscellaneous materials shall be as specified in other sections of the specification and as directed by the Owner's Representative.

## 2.4 Stakes and Fasteners

- .1 Wood Stakes: 38 x 89 ACQ treated wood or No. 1 grade cedar stakes.
- .2 Metal Stakes: 50mm diameter schedule 40 galvanized steel pipe or 1.8 (6'-0") long studded or drilled T Posts.
- .4 Zip Straps: 140mm (5.5") long, black, nylon lock straps.
- .5 Drain Tile: 150mm (6") diameter Schedule 40 PVC (polyvinyl chloride) perforated pipe conforming to ASTM D 1784.
- .6 Burlap: 10 ounce, untreated, woven, natural jute based burlap.

## 2.5 Fill Materials

- .1 Type 1 Fill: Clean, angular, crusher run natural stone, free from shale, clay, friable materials, roots and vegetable matter, and conforms to the following gradations:

Sieve Size	Percent Passing
50mm	100
20mm	95 - 100
13mm	75 - 90
10mm	57 - 83
No. 4	37 - 61

- |         |         |
|---------|---------|
| No. 16  | 12 - 32 |
| No. 32  | 8 - 23  |
| No. 200 | 5 - 10  |
- .2 Type 2 Fill: Clean river pump sand and gravel material, free from silt, clay, loam, friable, or soluble materials and vegetable matter.
- .3 Type 3 Fill: Approved premixed growing medium per Section 32 91 13
- .4 Clear Stone: Shall consist of clean, round, washed stone. Acceptable material includes 10 mm (3/8") rock conforming to the following gradations.

Sieve Size	Percent Passing (10mm)
14mm	100
10mm	85 - 100
5mm	10 - 30
2.5mm	0 - 10
1.25mm	0 – 5

### PART 3: EXECUTION

#### 3.1 Protective Barrier Fence Erection

- .1 Before starting site work, install a clearly visible continuous protective barrier fence at the approved lines for the "Tree Protection Area" (T.P.A.) (locations as shown on Drawings). Maintain this barrier until Substantial Performance and remove from the site at that time. Support snow fencing on steel posts driven vertically into the ground, at 2.4m on centre, or as otherwise approved by the Owner's Representative.

#### 3.2 Tree Protection Area Signs

- .1 Install Tree Protection Area signs as specified on the protective barrier fence. For large areas, install a minimum of four signs, one each side of the T.P.A. Signs shall be well secured by 'Zap Strap' or similar method and shall be maintained in place until Substantial Performance.
- .2 Take all measures necessary to prevent the following activities within tree protection areas except as authorized by the Owner's Representative.
- .1 Storage of materials or equipment.
  - .2 Stockpiling of soil or excavated materials.
  - .3 Burning of any kind.
  - .4 Excavation or trenching.
  - .5 Cutting of roots or branches.
  - .6 Travel of equipment or vehicles.
  - .7 Disposal or spillage of toxic matter.

### 3.3 Root Pruning

- .1 Before the start of any machine excavation, hand excavate along the established limit of excavation and prune all roots along the line. Cuts shall be clean, using approved arboriculture practice using clean, sharp pruning tools.
- .2 Trees to be transplanted shall be root pruned as directed by the Owner's Representative.

### 3.4 Branch Pruning

- .1 Do not prune any retained tree to compensate for reduction of roots unless specifically instructed by the Owner's Representative.

### 3.5 Watering And Fertilizing

- .1 Retained trees shall be watered thoroughly and deeply, as necessary to supplement rainfall to maintain plant turgidity without prolonged saturation of the root zone. The method, amount and frequency of watering shall be as recommended by the Owner's Representative. **SPEC NOTE: TAILOR WATER SCHEDULE SPECIFIC TO PROJECT:** Suggested Summer Watering Schedule: The T.P.A. is to be watered via sprinkler, soaker hose, or by tank with a watering wand at least three times per week during June, July, August, and September or as directed by the Owner's Representative.
- .2 Fertilize Retained Trees to stimulate regeneration of lost roots and foliage. Fertilization program only as recommended by the Owner's Representative.

### 3.6 Excavation Around Trees and Shrubs

- .1 Excavation within drip line of trees shall be in strict accordance with those areas indicated on the contract documents or as directed by the Owner's Representative.
- .2 Excavation for New Construction within Drip Line of Tree(s):
  - .1 Hand excavate to minimize damage to root systems.
  - .2 Use narrow tine spading forks to probe and comb soil to expose roots.
  - .3 Relocate roots into backfill areas whenever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking.
- .3 Utility trenching Within the Drip Line of a Tree(s):
  - .1 Tunnel under and around roots by hand digging.
  - .2 Do not cut main lateral roots.
  - .3 Cutting of smaller roots that interfere with installation of new work shall be done with clean, sharp pruning tools.

- .4 Roots encountered immediately adjacent to the location of new construction that are not readily maneuvered to beyond the excavation area shall be cut 150mm (6") back from new construction.
- .5 Protection of Exposed Roots: Do not allow exposed roots to dry out prior to placement of permanent cover. Provide one of the following temporary remedial measures:
  - .1 Provide temporary earth cover using Type 3 fill.
  - .2 Pack with four (4) layers of wet, untreated burlap. Maintain dampness.
- .6 Temporarily support and protect exposed roots from damage until permanently relocated and covered with backfill. Water backfill around roots to eliminate voids and air pockets.
- .7 When directed by the Owner's Representative, pruning operations may include the removal of limbs to restore natural shape or reduce the area of the crown of the tree(s) or shrub(s). No crown pruning shall be undertaken without the consent of the Owner's Representative.
- .8 Trees and shrubs to remain are to be thoroughly watered as required to maintain a healthy condition throughout the construction period. Contractor to document all watering operations and submit to the Owner's Representative one (1) copy of documentation at substantial performance.

### **3.7 Raising Grade Around Existing Trees**

- .1 DO NOT RAISE GRADES within or adjacent to the tree protection zone unless authorized by Owner's Representative.
- .2 Drain Tile Installation: Install drain tile on existing grade as follows:
  - .1 Layout drain tile in a spoke like arrangement consisting of eight (8) horizontal lines radiating out from the trunk of the tree to the limit of branch spread. Horizontal line to be approximately 150 mm (6") from base of trunk.
  - .2 Slope drain tile at a minimum of 1% away from trunk of the tree to the limit of branch spread. Connect ends of each of the spokes laterally around the perimeter of the tree to form a continuous, uninterrupted circle.
  - .3 Install vertical drain tile at each end of each spoke. Vertical drain tile to extend to proposed finished grade (vertical drain tile provides a means of aeration and watering).
  - .4 Owner's Representative to review drain tile installation prior to backfill operation.
- .3 Drain Tile Backfill:
  - .1 Type 1 Fill: place a minimum of 150mm (6") cover around perimeter of drain tile.
  - .2 Type 2 Fill: place a Type 2 Fill to minimum depth of 150mm (6") over the Type 1 Fill.
  - .3 Type 3 Fill: place Type 3 Fill in 150 mm (6") lifts to raise grade specified elevations. Ensure allowance is made for depth of growing medium.



- .4 Fill vertical drain tiles with Clear Stone. Ensure Clear Stone are flush with top of drain tile.

### **3.8 Lowering Grade Around Existing Trees**

- .1 DO NOT LOWER GRADES within or adjacent to the tree protection zone unless authorized by Owner's Representative.
- .2 Lowering Grade:
  - .1 Carefully excavate by hand from limit of drip line of branch spread to proposed grade until the specified gradient has been achieved.
  - .2 Re bury or prune and remove roots as per the instructed by the Owner's Representative.
  - .3 Construct a growing medium dike at dripline to retain water. Dike to be constructed at each individual tree location unless instructed otherwise by Owner's Representative.
- .3 Excavation Through Root Area: If excavation through root area is required, excavate around roots by hand.

### **3.9 Surplus Material**

- .1 Remove surplus material from site and dispose of at approved disposal area.

**END OF SECTION 32 01 56**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to maintain the entire landscape area indicated in the contract documents for one (1) full year, beginning on the date of Acceptance of the entire landscape area.

### **1.3 Related Work**

- .1 Plants and Planting Section 32 93 10

### **1.4 Reference Standards**

- .1 Work shall meet or exceed the standards and practices outlined in the BCLNA/BCSLA Landscape Standard, Section 14 Level 2, Groomed.

### **1.5 Qualifications**

- .1 All work of this Section shall be carried out by fully experienced and licensed maintenance contractors with current membership standing in the British Columbia Landscape & Nursery Association (BCLNA). Contractor to have at least 5 years minimum experience working on projects of similar size and scope. Written proof of experience may be requested by Owner's Representative for submission.
- .2 Pesticide/Herbicide/Fungicide and other chemical handling and application shall be done only by applicators holding current certification under the B.C. Pesticide Control Act.

### **1.6 Work Included**

- .1 Maintaining the planted areas and the entire landscape area in a weed free condition.
- .2 Fertilizing as specified in this Section.
- .3 Disease and insect control as required to maintain plants in a disease and insect free condition.
- .4 Pruning as specified in this Section.
- .5 Replacement of dead or diseased plants.
- .6 Watering as specified in this Section.

- .7 Turf management; Lawn mowing, edging and trimming (aeration, topdressing and power raking) as specified in this Section.
- .8 Protection of the landscape area as necessary.
- .9 Litter removal from the entire landscape and paved areas.
- .10 Soil testing as required to determine fertilizer requirements.
- .11 Maintain all pedestrian paved surfaces in a clean condition.

#### 1.7 Work Not Included

- .1 Sweeping and cleaning of roadways and parking lots **(except for leaves and landscape debris)**.

#### 1.8 Warranty

- .1 The work of this Section is intended to provide conditions under which the Warranty requirements of Sections 02935 (Sodding) and 02950 (Plants and Planting) can be met through the proper care of grass, plants and planted areas. The requirements of the Warranty shall be the responsibility of this Contractor.

#### 1.9 Equipment

- .1 Equipment shall be suited to the work at hand, and shall be in good working condition. All appropriate safety devices shall be in place and functioning to current WorkSafeBC requirements.
- .2 All equipment shall be kept clean to prevent spread of diseases. Cutting equipment shall be kept sharp and well adjusted.

#### 1.10 Documentation

- .1 The contractor shall maintain a log book of all establishment maintenance operations carried out and shall make the log book available to the Owner's Representative Inspector for inspection upon request, as may be reasonably required. **Lack of information shall infer non-compliance with the Work of this Section and payment(s) will be adjusted accordingly by the VPB project Manager.**
- .2 The contractor shall submit with each monthly invoice for Work of this Section, a report stating the dates when maintenance staff were on site, the operations carried out and documentation of any conditions requiring attention beyond the Scope of this Section. A sample report is included at the end of this Section.

#### 1.11 Protection and Preservation

- .1 Take all precautions necessary to protect all trees, shrubs and other plant material; underground and above ground site services, curbs, paving and other services including the irrigation system on and surrounding the contract site against any damage resulting from the work of this Section. Reinstate to original condition if damaged by the contractor, his employees, suppliers, sub-trades or equipment throughout the duration of the contract.

#### **1.12 Codes and Regulations**

- .1 All fertilizers shall comply to the Canadian Fertilizer Code.
- .2 All chemicals shall comply and be used as stated under the appropriate Government Code, Law or Regulation.

#### **1.13 Inspection/Notification**

- .1 The contractor or his authorized representative shall be present during all required inspections.
- .2 Inspections are required at least four times during the year, at times designated by the VPB Project Manager.
- .3 Make a written request ten (10) working days before the end of the one year establishment maintenance period for final inspection.
- .4 At the time of final inspection, all plants and planted areas shall be in the condition specified, all remedial work or replacements shall be complete and all plants shall be healthy and vigorous.
- .5 Notify the Board of any physical changes and or discrepancies which may affect the implementation of the contract as specified herein or which may endanger any employee of the Contractor, Board or any member of the general public.
- .6 Provide minimum three (3) days notification in writing prior to application of any chemical vegetation or pest controls. Ensure notices are posted for public safety in entire area of application three (3) days prior and for five (5) days after.

#### **1.14 Scheduling**

- .1 Schedule work on site in accordance with weather, soil and plant conditions and use of the site.
- .2 In general, execution involves weekly inspections at least during the growing period (May 1 to October 15) and at least monthly inspections during the remainder of the year, with maintenance operations scheduled on the basis of conditions observed at each inspection.
- .3 Do each operation continuously and complete within a reasonable time period.
- .4 Maintenance personnel shall attend the site during the morning of the first normal working day of each week during the maintenance period. Work at this time shall include litter pick up and disposal, monitoring of moisture in growing medium, and reporting of any damage, deterioration or other conditions requiring attention.

**1.15 Payment**

- .1 Payment shall consist of equal monthly installments over the one year maintenance period.
- .2 Labour shall be designated separately from materials. All billing for materials; mulch, fertilizer, sand or other materials shall be submitted with receipts of original purchase.
- .3 An up to date log book will be submitted of work done, indicating areas of work, materials used and dates of performance in support of the monthly billing. The log book shall document the development and condition of plant material as well as preventative and/or corrective measures required which are clearly outside the Contractor's present scope/responsibility. **Failure to submit the log book in support of the billing will result in a failure to process the payment and may result in non-payment if work cannot be substantiated by the Park Board.**

**PART 2: PRODUCTS**

**2.1 General**

- .1 Product Handling
  - .1 Delivery and storage shall be as required such that materials are protected against deterioration or damage as required and such that delivery and storage do not interfere with normal use of the site.

**2.2 Plant Material**

- .1 Plant material shall meet the requirements of Section 32 93 10, except that new plants supplied under this Section shall be sized to match existing plants of the same variety at the time of installation of new plants.
- .2 Sod or grass seed shall match the varieties installed under Section 02935.

**2.3 Water**

- .1 Water will be available at no cost to the contractor. Water source will be determined at time of construction. Contact VPB Project Manager.

**2.4 Fertilizers and Limes**

- .1 Shall be the following fertilizers and limes with the following guarantee of analysis and used as directed under PART 3 - EXECUTION.
  - .1 Fertilizer to meet recommendations of soil analysis provided by construction contract.
  - .2 Dolomite of lime (Agrico Spread Easy Dolomite).

**2.5 Weed Control and Eradican Chemicals**

- .1 **Do not use any chemical method of insect or disease control without prior written approval of the Park Board.** The type of herbicide and application methodology to be submitted in writing to the Owner's Representative for review and approval.
- .2 Use of herbicides, fungicides and insecticides shall conform to all current Park Board, Municipal, Provincial and Federal Government regulations and codes.

## PART 3: EXECUTION

### 3.1 Plant Material

- .1 Watering:
  - .1 Ensure irrigation system is operating properly. Water as required to keep plants and sod in vigorous healthy condition.
  - .2 Apply at least 1 to 1-1/2" of water during each application.
  - .3 If no irrigation system has been installed, water trees by hand, by soaking the root zone once a week during dry periods. Water source will be as outlined in 2.2.1
- .2 Weed Control:
  - .1 Maintain all areas in a weed free condition.
  - .2 Inspect landscape areas for weed growth once per week during the growing season and remove all weeds within one week of observing weed growth.
  - .3 Weed control procedures shall have no detrimental effect on the growth of desired plants. Mechanical methods are the preferred methodology in the COV. Confirm with Owner's Representative if chemical or other means are to be utilized. **Do not use any chemical method of weed control without prior written approval of the Board.**
  - .4 Mechanically cut out all grass from around tree pits/saucers to a minimum 600mm dia. to protect all trunks from damage by mowers or trimming equipment.
- .3 Cultivating:
  - .1 In the spring, before beginning watering, cultivate the soil surface of all planted areas including the base of all trees as shallowly as necessary to ensure penetration of water and air into the soil. Repeat as necessary for weed control and soil permeability. In addition this operation shall be carried out at least twice per month to prevent caking of surface soil or mulch. Where and when applicable mulch should be replaced annually or when required by erosion, decay, cultivation or vandalism.
  - .2 Avoid cultivating into the root zone of plants, particularly shallow-rooted groundcovers and rhododendrons.
- .4 Pruning:
  - .1 Deciduous Shrubs: Remove all dead, weak or diseased wood. Do not clip or shape shrubs - allow the shrub to develop a natural appearance.

- .2 Trees: Remove dead branches only. All other tree pruning shall be carried out under the direction of the Owner's Representative. Trees improperly pruned and/or not pruned as directed by the Owner's Representative shall be considered as having died and shall be replaced with the same species by the contractor at no cost to the Board.
- .5 Pest & Disease Control:
  - .1 **Do not use any chemical method of insect or disease control without prior written approval of the Park Board.**
  - .2 Follow a program of Integrated Pest Management using a combination of physical (hosing), cultural, biological and chemical methods chosen for the most effective, safe and economical control of pests and diseases. Minimize pesticide use except where irreversible damage would result from pest and disease infestation.
  - .3 Inspect all plants for signs of pest or disease once per week during the growing season and report any such conditions in the monthly report.
  - .4 Begin treatment for pests or diseases immediately following observation. If chemical controls are required, pesticides shall be chosen on the basis of highest effectiveness and selectivity, and least hazard to the environment.
  - .5 Pest and disease control shall be carried out by skilled operators, using methods approved under current laws and regulations.
  - .6 Use the recommended type of equipment and method of application for each chemical as recommended by the chemical manufacturer.
  - .7 All chemicals shall be mixed and applied as stated on the label of the manufacturer.
  - .8 Be extremely cautious in the mixing, handling and application of all chemicals as they may be harmful (if misused) to humans, plants, animals, etc.
  - .9 The Contractor shall be liable for any damage caused through the misuse of any plant disease and/or plant insect control method.
- .6 Fertilizing:
  - .1 Two - three (2-3) months after the installation and initial fertilizing of plants (Section 02950), or when directed by Owner's Representative, apply one application of fertilizer appropriate for the time of application and specific for lawns or planting areas at the rates recommended by an approved soil testing laboratory, based on soil test results. Apply a minimum of three applications of fertilizer per annum **for all lawn areas** - April, June and August. Apply a minimum of two applications of fertilizer per annum **for all planting areas** - March and May. Follow manufacturer's recommended application rates, if soils test not taken.
  - .2 Work the fertilizer thoroughly into the top 50mm of soil.

- .3 Soil Testing - examine the site to determine any areas where the plant material or lawn is performing poorly. If required and as directed by the Owner's Representative take soil samples from the affected area(s) to an approved soils testing laboratory for soils testing. Costs for such testing shall be borne by the Contractor. Determine the problem. Correct deficiencies to the soil such as poor texture, chemical residues or nutrient level or organic matter deficiencies by appropriate means as recommended by soils testing laboratory. Correct the situation at the appropriate time of year and as coordinated with the Owner's Representative.
- .7 Liming: In January within the first year after installation, lime all exterior planting and sod areas with application of dolomite lime at the rate of 10 lbs per 1000 square feet of soil surface, or as otherwise recommended by the soil testing laboratory.
- .8 Tree Protection: All trees shall be protected against wind and snow damage by adequate staking, guying, tying or wrapping as conditions require. Guys, wire ties and stakes shall conform with Section 02950 and shall be examined at frequent intervals with adjustments or replacements made to prevent any abrasions, cuts or other damage to the plants.

### 3.2 Mowing and Trimming

- .1 Mow all lawns with a sharp reel or rotary mower when the grass reaches a height of 60mm ( 2-1/2 inches). Mow to a height of 40mm(1-1/2 inches); the height of the lawn between cuttings shall not exceed 60mm(2 2 inches). **Mow and trim a minimum of 32 times per annum**; weekly from April -September, three times in October, twice each in March and November. Cut as required in December, January and February. VPB will advise.
- .2 Trim all edges walks, curbs, mowing strips or planting beds at each mowing with a nylon line type power trimmer to ensure a clean straight edge.
- .3 Remove all excess grass clippings from the grass and planted areas after each mowing, sweep all paving and other surfaces clear of clippings.

### 3.3 Lawn Remediation

- .1 Examine the site. Correct all thin areas or bare patches caused by poor maintenance practices (or other reasons), such as improper watering, lack of fertilizer, incorrect cutting height, chemical or mechanical damage. Examination shall include review for compacted or thin areas resulting from pedestrian traffic. If required and as directed by Owner's Representative, start an immediate program to rectify the problem(s). Remediation shall include but not be limited to the following: aeration, sanding/soiling, over seeding and fertilization.



### 3.5 Cleaning Of Paved Surfaces

- .1 Maintain all pedestrian paved surfaces of the project in a clean condition. Sweep or hose off all paved surfaces after completing maintenance operations.
- .2 Maintain any sports court surfaces on a weekly basis or as required and directed by Owner's Representative to ensure that leaves or other debris are removed from the court surfaces without damaging any painted or other special surfacing.
- .3 Hose or powerwash the surfaces to remove any spills/staining which have occurred on an annual basis. **Ensure that any chemicals or stripping/stain removal agents have been reviewed and approved by Owner's Representative prior to commencing with this work.**

### 3.6 Clean Up/Litter Removal

- .1 Remove debris, equipment, materials, and waste due to work of this Section at the end of each day of work **from all landscape and pedestrian areas.**
- .2 Keep paved surfaces clear and swept clean of debris, materials and waste from landscaping operations as required throughout the year.
- .3 Remove leaves and landscape debris from all paved vehicular roadways and parking lots.
- .4 SPRING CLEAN-UP - remove all debris from lawn areas, shrub and flower beds including vegetative debris or growing medium from all pedestrian paved surfaces. Cultivate all planting beds and tree pits to requirements of 3.1.3.
- .5 FALL CLEAN-UP - Fall clean-up includes the same operations as specified for the Spring plus disposal of leaves from the entire site. Review the site weekly through the Fall and ensure operations are completed by end of November (or as dictated by Owner's Representative). Continue to inspect and clean the site as required at least once per month during December, January, and February.

### 3.7 Sample Landscape Maintenance Report

- .1 Following is a single page sample landscape maintenance report for use in meeting the requirements of 1.6.2.

<b>LANDSCAPE MAINTENANCE MONTHLY REPORT (sample)</b>		
Project Name/Contract No.: _____		
Owner's Representative _____		
Date: _____ Time: _____ Weather _____		
Contractor Foreman _____		
Month: _____ Size of Crew: _____		
<i><b>Elements</b></i>	<i><b>Work completed</b></i>	<i><b>Problems requiring attention</b></i>
<b>BEDDING PLANTS</b> -cultivation/weeding -fertilization -moisture content -seasonal change		
<b>SHRUBS &amp; GROUNDCOVERS</b> -cultivation/weeding -pest and disease -fertilization -replace dead/dying material -weed control -pruning/moisture content		
<b>TREES/ MAJOR PLANTS</b> -pruning dead/broken branches -fertilization -replace dead/dying material -check/adjust guying/stakes -weed control -moisture content		
<b>LAWN AREAS</b> -mowing/edge trimming -moisture content -fertilization -weed control		
<b>PAVED/GRAVELED/ BARE AREAS</b> -general review -special maintenance/cleaning req'd.		
<b>GENERAL COMMENTS/OTHER OBSERVATIONS</b> -irrigation system component check -irrigation winterization/start-up -overly dry or too wet conditions		

**END OF SECTION 32 01 90**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install of hot-mix asphalt concrete paving on base and subbase(s) materials, on grade as indicated in the contract documents.
- .2 Restore all existing asphalt paving if damaged or deteriorated due to work of this Contract.

### **1.3 Related Work**

- .1 Site Preparation and Grading Section 01 89 13

### **1.4 Reference Standards**

- .1 Materials, mix designs, testing and application procedures shall comply with the requirements of the British Columbia Road Builders and Heavy Construction Association Specification for Hot-Mix Asphalt Concrete Pavement, revised June 1989.
- .2 Materials, mix designs, testing and application procedures shall comply with the requirements of the (MMCD) Master Municipal Specification Section 32 12 16 Hot Mix Asphalt Concrete Paving.
- .3 Sampling Mineral Aggregates ASTM D75
- .4 Sampling Bituminous Mixtures ASTM D79
- .5 Sieve Analysis of Aggregates ASTM D136
- .6 Specific Gravity of Aggregates ASTM C127 and ASTM C128
- .7 Determination of Bitumen Content ASTM D1097
- .8 Bulk Density of Compacted Asphalt Concrete Paving Mixtures ASTM D2726
- .9 Marshall Procedures for the Preparation and Testing of Bituminous Mixtures ASTM D1559
- .10 Quantity of Bitumen Absorbed by Aggregates - "Maximum specific Gravity of Bituminous Mixtures" ASTM D2041

### **1.5 Submittals**

- .1 Submit sieve analysis for grading of both base and subbase materials.
- .2 Submit hot mix asphalt design and trial mix test results to the Owner's Representative for review at least one week (7 days) **prior to** commencement of work of this Section. See Item 1.10 also.

## 1.6 Site Conditions

- .1 Start of work shall signify acceptance of site as satisfactory and no claim will be recognized for extra work nor any allowance made for defective work due to site conditions.
- .2 Investigate the site to verify information shown in Contract Documents. **Verify that existing grades are as shown on Drawings and notify Owner's Representative immediately of any discrepancies.**
- .3 Review existing site conditions with regard to subsurface conditions. Data on indicated subsurface conditions is not intended as representations or warrants of continuity of such conditions. Additional test borings and other exploratory operations may be made by bidders at no cost to The Board. Notify Owner's Representative prior to carrying out any such work.

## 1.7 Protection

- .1 Verify locations of all underground utility and drainage lines. Take all necessary precautions to protect unit precast paving, curbs, utilities and other site elements and work of other trades. Make good any damage to the satisfaction of Owner's Representative at no additional cost.
- .2 Immediately report any damage to the site or danger to persons on/near site to all concerned parties (Owner's Representative).
- .3 Prior to commencement of work of this section, erect warning signs at all locations where the public may gain entrance to the project site. Provide all necessary construction barricades as requested by Owner's Representative to protect the public from accidents occurring during construction.

## 1.8 Quality Assurance

- .1 Installation shall be by an installer with at least 5yrs. min. experience in placing hot-mix asphalt concrete paving on projects of similar size/scope. The contractor must be prepared to advise of previous work by submission of a written list if requested by Owner's Representative.

## 1.9 Environmental Conditions

- .1 Do not install hot-mix asphalt concrete pavement, base, or subbase during heavy rain or snowfall, cool temperatures or other unsuitable conditions as determined by Owner's Representative. Place paving under favourable weather conditions; with temperatures exceeding 4 degrees Celsius. Base and subbase surface should be dry and stable. **Air temperature must be at least 5 degrees Celsius to place asphalt mixtures. (Air temperature must be 10 degrees and rising for tennis and sport courts)**
- .2 Do not install asphalt concrete paving on frozen, wet, muddy or rutted base(s).

- .3 Examine substrates and notify Owner's Representative of any deficiencies related to compaction or incorrect grades or slopes. Ensure deficiencies are corrected prior to commencement of work of this Section.
- .4 Use Oil Soak Blotters in catch basin spillways and elsewhere as directed to avoid spilling oil into site drainage system(s) or adjacent watercourses.
- .5 Allow asphalt concrete paving to completely cure prior to washing the surface to avoid spilling oil into site drainage system(s) or adjacent watercourses.

#### 1.11 Testing and Approvals

- .1 The Contractor shall provide Owner's Representative with min. 48 hrs. notice to arrange for inspections and compaction tests.
- .2 An independent testing agency shall be appointed and paid for by the Contractor to perform sieve analysis and density testing to confirm compliance with this Specification. Test results shall be submitted directly to the Owner's Representative. Items to be tested shall include but not necessarily be limited to the following:
  - .1 Density testing of subgrade, subbase(s), base and asphalt.
  - .2 Benkleman Beam Testing may be required prior to paving.
  - .3 Asphalt cores for density analysis.

**Note:** Additional density testing may be requested by Owner's Representative at any time after placement of base course(s)/asphalt concrete paving to confirm compliance with the contract documents. **Any additional tests will be at Owner's expense.**
- .3 Prior to commencing work of this Section, mix designs shall be submitted to Owner's Representative for approval. The contractor shall furnish sufficient evidence the proposed mix will produce satisfactory results to Owner's Representative (if requested). **Design of the Asphalt Mixes shall be supplied by the Owner's Representative where applicable.**

## PART 2: PRODUCTS

### 2.1 Hot-Mix Asphalt Concrete

- .1 Refer to Master Municipal Specification Section 02512 Hot-Mix Asphalt Concrete Paving and COV Supplemental Specifications to Master Municipal Specifications, current edition (COV Engineering Standards and Detail Dwgs.) for asphalt cement, aggregates and gradations, sand equivalents, abrasion, absorption, mineral fillers and all aspects of the mix design.

- .1 Reclaimed Asphalt Pavement (RAP): Crush and screen so that 100 % of reclaimed asphalt pavement material passes the 37.5mm screen prior to mixing. Max. allowable RAP in any Mix Design will be 20% by mass. Higher percentage of RAP may be accepted by Owner's Representative if Contractor demonstrates that supplier can produce mix meeting requirements of the specification.
- .2 **Do not change job-mix without prior approval of Owner's Representative. If change in material source is required, Contractor shall submit new mix formula for review/approval.**

## 2.2 Base

- .1 Refer to Master Municipal Specification Section 02226 Aggregates and Granular Materials and COV Supplemental Specifications to Master Municipal Specifications, current edition (COV Engineering Standards and Detail Dwgs.).

## 2.3 Subbase

- .1 Refer to Master Municipal Specification Section 02226 Aggregates and Granular Materials and COV Supplemental Specifications to Master Municipal Specifications, current edition (COV Engineering Standards and Detail Dwgs.).

# PART 3: EXECUTION

## 3.1 Plant And Mixing Requirements

- .1 Refer to Master Municipal Specification Section 02512 Hot-Mix Asphalt Concrete Paving and COV Supplemental Specifications to Master Municipal Specifications, current edition.

## 3.2 Base Inspection

- .1 Prior to commencement of hot-mix asphalt concrete paving the granular base shall be inspected by Owner's Representative and the Contractor. Provide min 48 hrs. notice prior to desired paving time to allow for inspection to be scheduled. Areas of work to receive hot-mix asphalt concrete paving shall be examined and unsatisfactory conditions reported to Owner's Representative; **commencement of work shall imply acceptance of conditions**. If Owner's Representative have doubts about acceptability of the base, a Benkleman Beam Test may be ordered and work is not to proceed until such testing has been approved. The contractor shall provide a loaded single axle truck with a rear axle load of 8165 kg to be used in conducting tests.
- .2 Any areas which are found to be soft or wet shall be excavated and backfilled with the granular subbase and base as specified.

- .3 The subgrade shall be well drained. Verify that the subgrade is dry, uniform, even and ready to support subbase, base and asphalt concrete paving and the intended loads. Base course shall be examined for adequate compaction and uniform surface. The base course to be compacted to 95% Modified Proctor Density.
- .4 Verify the gradients and elevations of the subgrade and base are correct to allow installation as per the details and meet the intended finished grades. **Notify Owner's Representative of any discrepancies prior to proceeding with installation.**

### 3.3 Preparation Of Subgrade And Placing Base Courses

- .1 Prepare subgrade to requirements of Section 01 89 13 Site Preparation and Grading.
- .2 Place compacted aggregate base course on compacted subgrade to finished depths as detailed.
- .3 The sub-base or subgrade as detailed shall be compacted to 95% Modified Proctor Density.

### 3.4 Placing And Compacting Asphaltic Concrete

- .1 Place depth of asphalt concrete to thicknesses, grades and lines as shown on the contract documents or as directed by Owner's Representative. To be placed in compacted lifts of specified thicknesses. **Arrange for and complete paving in a continuous operation, avoid delays in laying parallel strips.**
- .2 Placing Conditions:
  - .1 Place asphalt mixtures only when air temperature is above 5 degrees Celsius (10 degrees and rising for tennis and sport courts)
  - .2 When temperature of surface on which material is to be placed falls below 10 degrees Celsius, provide additional rollers as necessary to obtain required compaction before cooling.
  - .3 Do not place hot-mix asphalt concrete when pools of standing water exist on surface to be paved, during rain or snow or when the surface is damp. Refer to 1.9 Environmental Conditions.
- .3 Machine place asphalt to specified compacted thickness (maximum lifts of 50mm after compaction) over compacted and graded aggregate base. Some areas may require thicker applications to fill in low spots and to ensure positive drainage. Hand place/tamp as required around all site fixtures.
- .4 When asphalt concrete meets site fixtures, furnishings, concrete walls, walks or other flare the asphalt upwards around the base of fixture to ensure water drains away from the fixture and is in compliance with the overall grading and drainage plans for the Project.

- .5 Commence rolling and/or manual compaction immediately after the bearing capacity is adequate to support the required compaction equipment, without undue displacement of material or surface cracking. Rolling and/or compaction shall be carried out in compliance with the Standards noted in Item 1.3. Hand tampers may be used at all inaccessible areas. Compaction in these locations shall be to the Owner's Representative's approval.
- .6 Along building walls, curbs, gutters, headwalls, manholes and similar locations not accessible to a roller, thorough compaction shall be obtained by means of hot hand or smaller mechanical tampers before the mixture has set. At all contacts of this nature, the joints between these structures and the surfacing must be effectively tack coated with an emulsified asphalt.
- .7 The finished surface is to be smooth and rolling to allow for positive drainage of all areas.
- .8 **Notify Owner's Representative min. 48 hrs. prior to flooding to arrange for inspection.** Flood the entire asphalt concrete surface area after placement to ensure positive drainage in accordance with the grading plans.
- .9 **Make all necessary repairs to ensure positive drainage. Deflecting, ponding or other surface grading problems shall be corrected by cutting out the affected area and replacing with new asphalt; mixes and lift depths to match the original specification. Make good any surfaces over repaired asphalt to the satisfaction of the Owner's Representative. Final repair process subject to review/approval with Owner's Representative.**
- .10 All asphalt concrete pavement edges shall have a uniform, beveled, tidy and straight appearance. **Border planks or sawcut edges are not acceptable.**
- .11 Both Lower and Upper Course asphalt concrete joints shall be homogeneous with the rest of the surface and carefully matched for texture and elevation. All joints which are rejected by the Owner's Representative are to be cut out and redone to Owner approval. Asphalt joints to be done in accordance with the Standards referenced in Item 1.3 of this Specification.

### 3.5 Existing Asphalt

- .1 Repair all existing asphalt concrete that has been damaged/broken or eroded due the Work of this Contract.
- .2 Where new asphalt concrete paving abuts existing asphalt concrete paving make good all cracked, damaged or eroded areas to a distance of 600mm back from the intersection to provide a uniformly graded, smooth and solid transition with the new work.
- .3 Where existing asphalt is to be overlaid, prior to installing asphalt concrete mix, the surface shall be cleaned of loose or foreign material and tack coated in accordance with Section 02547 of the MMCD.

### 3.7 Finished Tolerances



- .1 Finished asphalt paving surface shall be within 6mm of design elevation but not uniformly high or low.
- .2 Finished asphalt surface shall have no surface irregularities exceeding 6mm when checked with a 3m straight edge placed in any direction (3mm in 3m for tennis and sport courts).
- .3 The final surface elevation of asphalt pavement shall be 3-7mm above adjacent drainage inlets, grates, concrete collars, concrete curbs, walks or gutters or channels after compaction/rolling to compensate for minor settling. **Confirm with the Owner's Representative.**

### 3.8 Thickness Tolerance

- .1 The minimum asphalt concrete pavement thickness specified herein shall mean the average compacted thickness as determined from cores taken as dictated by the Owner's Representative from random locations around the site area being paved. The Contractor is to repair the core hole locations.
- .2 The average thickness of cores shall equal or exceed the specified pavement thickness and no individual core shall be more than 5mm less than the specified thickness detailed.
- .3 Any paved surface area failing the core thickness testing criteria shall receive a minimum 12mm lift of Upper Course Asphalt.

### 3.11 Site Maintenance/Adjustments And Cleaning

- .1 Correct any surface irregularities that develop or have been noted prior to completion of rolling process by first loosening the surface mix and removing or adding material as required.
- .2 If irregularities or defects remain after final compaction, remove the surface course immediately and lay new material to form a true and even surface. Compact immediately to specified density.
- .3 Surplus material shall be cleared away and removed from the work site.
- .4 Excess material remaining on the Lower Course surface shall be brushed away and removed from the work site, prior to installing the Upper Course.
- .5 After removal of excess material/debris check final elevations for conformance with the drawings.

**END OF SECTION 32 12 16**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install Portland cement concrete walks with finish as indicated in the contract documents.
- .2 Work of this section includes but is not limited to the supply, testing, provision of tooled joints, and or sawcut joints curing and finishing of horizontal concrete surfaces.
- .3 Scope of this section includes all formwork, the supply and installation of reinforcing, expansion joint fillers and joint sealants, aggregate required for complete installation.

### **1.3 Related Work**

- |    |                                |                  |
|----|--------------------------------|------------------|
| .1 | Excavation and Backfill        | Section 31 23 00 |
| .2 | Cast in Place Concrete         | Section 03 33 00 |
| .3 | Concrete Forms and Accessories | Section 03 10 00 |
| .4 | Concrete Reinforcing           | Section 03 20 00 |
| .5 | Concrete Finishing             | Section 03 35 00 |
| .6 | Abrasive Blast Finish          | Section 03 35 10 |

### **1.4 Reference Standards**

- .1 CAN/CSA-A23.1, Concrete Materials and Methods of Concrete Construction
- .2 CAN/CSA-A23.2, Methods of Test for Concrete
- .3 CAN/CSA-A23.4, Architectural Concrete
- .4 A23.1-09/A23.2-09, Concrete materials and methods of concrete construction/Test methods and standard practices for concrete

### **1.5 Testing and Approval**

- .1 A qualified testing agency paid by the Contractor and approved by the Vancouver Park Board shall be appointed to prepare mix designs, perform field quality tests and test and report on concrete strength.
- .3 Where tests or inspections reveal work not in accordance with the Contract requirements, the Contractor shall pay costs for additional inspections or tests required by the Owner's Representative to verify acceptability of current work.

- .4 Testing shall be carried out for slump and air content for every truckload of concrete prior to the placement of any concrete. Cast specimens for compressive strength testing at seven (7) and twenty eight (28) days (one (1) specimen tested at seven (7) days and the average of 2 specimens at 28 days) in accordance with CAN/CSA-A23.2. Test results shall be provided to the Owner's Representative for review and records.
- 5 Concrete testing will be scheduled by the Contractor. Any concrete testing conducted by the Owner does not relieve the Contractor or Concrete Supplier of the responsibility to maintain their own quality assurance programs.

## 1.7 Qualifications

- .1 Performance of work of this section shall only be carried out by skilled workers with a minimum of three (3) years experience in this type of work and finishing.

## PART 2: PRODUCTS

### 2.1 Materials

- .1 Concrete mixes and materials: Shall be in accordance with CAN/CGSB A-A23.1, Table 5, Alternative 1 of CAN/CSA-A23.1 with the following criteria specific to this Section:
  - .1 Submit proposed mix designs to Owner's Representative a minimum of three (3) days prior to concrete placement.

Type 1 and 2- Broom and Abrasive Blast Finish Concrete

Slump	80mm, (3"), +/- 20mm, (3/4")
Air entrainment	5% to 8% (14-20mm aggregate)
Maximum aggregate size	14mm (9/16")
Water to Cement ration (W/C)	0.45 max
Minimum 28 day compressive strength	32Mpa
Exposure Class	C2

- .2 Non-staining type form release agent: chemically active release agents containing compounds that react with free lime to provide water soluble soap.
- .3 Expansion Joint Material: 13mm (1/2") Resilient, flexible, non-extruding, expansion-contraction joint filler. Cellular fibers securely bonded together, uniformly saturated with asphalt. When compressed to half of original thickness, recover to a minimum of 70 percent of original thickness. Joint filler shall conform to ASTM D1751. Acceptable suppliers include by W R Meadows ; or other pre approved equal.
- .4 Bond Break Tape: Masking tape, width to suit joint size.
- .5 Joint Cleaner; xylol, methyl ethyl ketone or non-corrosive type recommended by sealant manufacturer and compatible with joint filler.
- .6 Joint Primers; shall be type recommended by caulk sealant manufacturer.

- .7 Joint Sealant: Non sag, Self-leveling two (2) part polyurethane type, conforming to CGSB 19.24-M80, Type 1, Class B. Colour as selected by Owner's Representative from standard range. Acceptable products include Sikaflex-2c NS Mix TG, manufactured by Sika or preapproved equal.
- .9 Form Release Agent: Eco-Coat by W R Meadows; or other pre approved equal.
- .10 Curing Compound: Vocomp – 20 water based curing and sealing compound by W R Meadows; or other pre approved equal.
- .11 Curing Blanket: Non staining material capable of retaining sufficient moisture to ensure optimal wet cure conditions as per CAN/CSA-A23.1. Burlap and Poly will not be accepted. Acceptable products include;
  - .1 Ultra Cure NCF as manufactured by McTech Group Inc. ([www.ultracure.net](http://www.ultracure.net)) or pre approved equal
  - .
- .12 The following materials shall not be used unless pre approved in writing by the Owner's Representative;
  - .1 Calcium chloride either as a raw material or constituent of another admixture.
  - .2 Super plasticizing admixtures

## **PART 3: EXECUTION**

### **3.1 Subgrade Preparation**

- .1 Sub grade preparation to lines and levels indicated on the Contract drawings related to finished grade. Contractor to allow for sufficient excavation to include build up and thickness of specified granular materials and finish materials.
- .2 Compact to minimum 95% Modified Proctor Density in compliance with ASTM D698 (all following references to density imply compliance with ASTM D698).

### **3.2 Granular Subbase and Crushed Granular Base Course**

- .1 Place sub base and crushed granular base material to design grade as shown on drawings. Material to be compacted to 95 % MPD.
- .2 Where depths exceed 150 mm (6") ensure crushed granular sub base and granular sub base material are placed in 150 mm (6") lifts, compacting to 95% MPD between the placement of each lift.
- .3 Owner's Representative to review compacted crushed granular base prior to placing forms for concrete flat work or control devices for extruding equipment.

### **3.3 Formwork**

- .1 Steel forms free from twists and warps following lines and shapes indicated on detail drawings.
- .2 Wood forms to be of select dressed lumber, straight and free from defects and thoroughly cleaned following lines and shapes indicated on detail drawings.
- .3 Flexible forms to be used for all curves less than 6.0m (20'-0"), radius, or as required to form smooth curve. Ensure transition at tangent of curve is true and smooth.
- .4 Set forms to line and grade as shown on drawings, free from waves or irregularities in line or grade.
- .5 Set special forms as required around catch basins, manholes, poles or other objects as shown on drawings.
- .6 Tolerances:
  - a. Maximum horizontal deviation: 6mm (1/4")
  - b. Maximum vertical deviation: 6mm (1/4")
  - c. Maximum deflection from horizontal or vertical alignment to be 6mm in 3m (1/4" in 10'-0")
- .7 Adequately brace forms to maintain specified tolerances after concrete is placed.
- .8 Ensure forms are clean, free from extraneous material prior to the application of form release agent. Form release to be applied as per manufacturers written instructions.

### 3.4 Owner's Representative Review

- .1 **Obtain Owner's Representative's approval prior to placing concrete.**

Notify Owner's Representative a minimum of forty-eight (48) hours in advance of concrete placement for review of formwork. Owner's Representative review to include but is not limited to:

  - .1 Forms are properly set at required horizontal and vertical alignment,
  - .2 Forms are sufficiently rigid,
  - .3 Forms are clean and ready for placement of concrete.

### 3.5 Concrete Placement

- .1 Concrete Mix Equipment; Concrete shall be delivered to the site in transit mix trucks from a commercial batch plant that conforms to CAN/CSA-A23.1.
- .2 Concrete Placing; In accordance with CAN/CSA-A23.1. Do not place concrete during rain or on wet or frozen base.
- .3 Do not place concrete when air temperature appears likely to fall below 5 degrees Celsius (41 degrees F) within 24 hours, unless specified precautions are taken. Provide Owner's Representative with written construction process of concrete placement for work undertaken in these conditions.
- .4 Schedule concrete placement to ensure sufficient daylight hours available to permit edging and finishing. Place concrete within 1.5 hours of batching time.

- .5 Install mesh or rebar reinforcing at mid depth of concrete slab. Place concrete as per CAN/CSA -A23.1.
- .6 Moisten crushed granular base immediately prior to placing concrete.
- .7 Place concrete in forms, ensuring no segregation of aggregate. Vibrators shall be adequately powered and sufficiently intense to cause the concrete to compact readily into place. Systematically apply vibrators at such intervals that the zones of influence of the vibrator overlap. Insert the vibrator vertically into the concrete long enough to ensure that the concrete is properly compacted. Do not apply vibrator directly to the reinforcing steel or to the forms. Employ a sufficient number of vibrators so that the required rate of placement vibration throughout the entire volume of each layer of concrete is achieved. Keep one spare vibrator at site for emergency use.
- .8 Concrete to be placed in continuous operation until entire panel (expansion joint to expansion joint) or section has been completed.
- .9 The Contractor shall notify all trades sufficiently in advance to ensure that provision is made for openings, inserts and fasteners. He shall cooperate with all trades in the forming and setting of all slots, sleeves, bolts, dowels, hangers, inserts, conduits, clips, etc., whether they are in his scope of work or not. Depress concrete locally around drains to facilitate drainage.
- .10 Discontinue placement at expansion, construction or isolation joints only.

### 3.6 Addition of Mix Water

- .1 Mix water addition shall be in strict accordance with CAN/CSA A-A23.1, clause 18.4.3. No water from the truck system or elsewhere shall be added after the initial introduction of the mixing water for the batch except when, at the start of discharge, the measured slump of the concrete is less than specified and no more than 60 minutes have elapsed from the time of batching to the start of the discharge. In this case water may be added by the producer up to an amount not exceeding 12 litres per cubic metre (2 gallons per cubic yard). The resulting concrete must satisfy the specified requirements.

### 3.7 Expansion Joints

- .1 Unless otherwise indicated on drawings form transverse expansion joints at both ends of curb returns and at a maximum spacing of 10m for sidewalks, at each end of driveway crossings and at tangent points on circular walk.
- .2 Extend through full depth of concrete and terminate 12 mm (1/2") below finished surface to allow for approved sealant. Apply bond break tape before applying sealant.

### **3.8 Pre-Molded Joint Filler and Expansion Joint Sealant for Exposed Aggregate Paving**

- .1 Locate and install construction joints and pre-molded expansion joints as provided by pattern break indicate on design drawings and at junction with other surfaces. Care shall be taken to construct clean joints free from any foreign material that will impair the proper function or the material.
- .2 Unless shown otherwise, pre-molded joint filler shall extend for the full depth of the joint. Pre-molded joint filler shall terminate 12 mm below the top of the joint. Fill 12mm space with joint expansion joint sealer in accordance with the manufacturers instructions. Apply bond breaker tape before applying sealant if integrated fibreboard is used.

### **3.8 Control Joints**

- .1 Tooled Control Joints:
  - .1 At locations indicated on contract drawings construct control joints at maximum 1.5m (5'-0") intervals.
- .2 Sawn Control Joints;
  - .1 At locations indicated on contract drawings as soon as the concrete can be cut without raveling. Typically this occurs no later than sixteen (16) hours after placing. Contractor shall, through the mockup procedure satisfy himself that the typical cure time is sufficient and adjust as required to ensure joints can be cut without ravelling.
- .3 Construct control joints whether saw cut or tooled to minimum 1/4 depth of concrete section at point of cut or as otherwise shown on project details.

### **3.9 Isolation Joints**

- .1 Form isolation joints around all poles, hydrants, manholes and all structures or fixed objects located within the concrete section by using approved expansion joint material.
- .2 Form longitudinal isolation joints between sidewalk and abutting curb and gutter, abutting utility strips, abutting structures using expansion joint material.
- .3 Use expansion joint material to form isolation joints between sidewalks and abutting walls and structures.

### **3.10 Caulking Sealant**

- .1 Caulking to be applied no earlier than fourteen (14) days after placement of concrete unless specified by the manufacturer of caulking sealant.
- .2 Ensure that all surfaces of the joint to be caulked sealed are clean and dry prior to start of caulking sealing operation.
- .3 Joint faces shall be primed, expansion joint material covered with bond break tape prior to the application of caulking sealant material.

- .4 Take all necessary precautions to ensure that primer does not stain concrete surface and that caulking sealant material is applied as per the manufacturers instructions within the confines of the joint. Clean all excess caulking from concrete surfaces.

### 3.11 Finishing

- .1 Pre finish surface of concrete sidewalks and utility strips to smooth surface with magnesium or wood float trowel.
- .2 The finish to concrete surfaces shall be as noted on contract drawings.
  - .1 Type 1 Concrete Finish: Broom to areas indicated on contract drawings shall form light broom marks as per approved mockup perpendicular to the path of travel.
  - .2 Type 2 Concrete Finish: Abrasive blast finish to areas indicated on contract drawings as per approved mockup.
  - .3 Alternate finishes as per approved mockup to areas indicated on contract drawings or if noted on contract drawings to match adjacent finish.
- .3 Grooves, scoring or saw cutting used for aesthetic purposes as shown on the drawings or as directed by Owner's Representative, to be marked with proper tools or saw cut to depths shown on drawings.
- .5 When contract drawings indicate broom finish round edges of joints with steel edging tool to a width of 50mm (2") around perimeter of each panel or as shown and described on drawings.
- .6 Under no circumstances is concrete to be overworked by troweling, dusted with dry cement or finished with a mortar coat.
- .7 Finished surface to be as specified, match the approved mockup and to satisfaction of Owner's Representative. Sections of cast in place concrete pavement that do not conform to this specification section, do not match the mockup or are not to the satisfaction of the Owner's Representative shall be removed and replaced by the Contractor at no cost to the Owner.

### 3.12 Curing

- .1 Type 2 Concrete Finish: revise as necessary for particular project.
  - .1 Moist cure and protect concrete to CAN/CSA-A23.1, Clause 7.4, and as directed by this specification. Curing compounds for are not an acceptable substitute for Type 2 concrete.
  - .2 Curing Blanket; completely cover concrete to be cured as soon as the concrete can bear the weight of moist burlap.
  - .3 Ensure curing blanket overlaps of a minimum of 150mm (6") between panels and 300mm (12") minimum overlap at edge of concrete slab and is in direct contact with concrete surface.



- .4 Thoroughly wet the curing blanket and keep saturated during the curing period with water spray fine enough to avoid damage to the concrete surface.
- .5 Contractor to ensure that curing blanket is kept wet at all times during the seven (7) day cure period.
- .2 Type 1 Concrete Finish:
  - .1 Apply curing compound as per manufacturer's written instructions.
- .3 When temperature is below 5 degrees Celsius (41 degrees F) take measures necessary to ensure that the ambient air temperature around the concrete is not less than 10 degrees Celsius (50 degrees F) for at least 72 hours. Protect from freezing for at least another 72 hours or such time as required to ensure proper curing of concrete. Admixtures are not be used for prevention of freezing.

### 3.13 Defective Concrete and Patching

- .1 Concrete surface to be free from open texturing, voids, and projections.
- .2 Repair of defective concrete work:
  - .1 Repair defective areas while concrete is still plastic, otherwise wait until curing is completed.
  - .2 Prior to undertaking any repairs provide the Owner's Representative with a written description of repair method complete with product data sheets.
  - .3 At the discretion of the Owner's Representative and at no cost to the Owner, the Contractor shall remove and replace concrete deemed 'defective' and 'unrepairable'.
  - .4 Defects and areas requiring repair as indicated by the Consultant
- .3 Grinding to repair imperfections and incorrect slope is unacceptable.
- .4 All areas deemed unacceptable by the Owner's Representative shall be removed from joint line to joint line, e.g. full panel.

### 3.14 Protection

- .1 Protect freshly finished concrete from dust, rain or frost by using tarpaulins or other suitable protective coverings. Keep clear of finished surface.
- .2 Place and maintain suitable barriers to protect finished concrete from equipment, vehicles or pedestrian traffic.
- .3 Provide personnel as required to prevent vandalism until concrete has set.
- .4 Do not run vehicles or construction equipment on concrete for at least 7 days or as directed by Owner's Representative.
- .5 Keep traffic that would affect and/or otherwise disturb the curing procedures off the finished surfaces for the full cure period of twenty-eight (28) days.

**3.15 Flood Test**

- .1 Immediately upon removal of the formwork of cast-in-place concrete, a flood test shall be conducted by the Contractor in the presence of the Owner's Representative to ensure proper drainage of all concrete flatwork. The flood test shall consist of the application of a volume of water sufficient to allow the visual verification of all slopes and drainage patterns and ensure that ponding does not occur. The volume of water necessary to facilitate testing and the determination of the success or failure of the flood test shall be at the discretion of the Owner's Representative.
- .2 Should the concrete not meet the grade tolerances of the Contract documents or ponding is evident after a flood test the Contractor shall at the discretion of the Owner's Representative completely remove and replace all concrete. Grinding, partial removal and patching to resolve ponding or insufficient grade is not acceptable.

**3.16 Acceptance**

- .1 Prior to acceptance of finished concrete the following conditions will be met;
  - .1 Owner's Representative shall have reviewed concrete batch design and test results provided by the contractor.
  - .2 Concrete shall have full 28 day cure.
  - .3 All irregular, cracked or otherwise defective sections to be removed and replaced to satisfaction of Owner's Representative. The extent of removal will be at a minimum to the nearest joint.
  - .4 All stains, marks and discolouration as a result of spills or drips shall have been removed.
  - .5 Finish of concrete matches the accepted sample panels.

**3.17 Cleaning**

- .1 Promptly, as the work proceeds and on completion, clean up and remove from the site any debris, waste material and rubbish resulting from work of this section.
- .2 Clean spills and excess concrete from adjacent horizontal and vertical surfaces.

**END OF SECTION 32 13 13**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install exterior site furniture as indicated in the contract documents.

### **1.3 Related Work**

- .1 Cast-in-Place Concrete Section 03 33 00

### **1.4 Requirements Included**

- .1 Furnish all labour, materials, equipment and services necessary to supply and install tree grates, benches, bike racks and trash receptacles.

### **1.5 Guarantee**

- .1 The Contractor hereby warrants that the Site Furnishings and their installation will remain free of defects and in good condition in accordance with the General Conditions.

## **PART 2: PRODUCTS**

**2.1 Bike Racks: As shown on Landscape Drawings.**

**2.2 Benches: As shown on Landscape Drawings.**

**2.3 Picnic Tables: As shown on Landscape Drawings.**

**2.4 Lounge Chairs: As shown on Landscape Drawings.**

## **PART 3: EXECUTION**

### **3.1     *Installation***

- .1     Bike Racks:
  - .1     Assemble and install bench in accordance with manufacturer's instructions.
  - .2     Bolt to concrete footing, and, or paving, as per manufacturer's specifications with 20 mm (3/4") Galv. bolts.
  - .3     Use galvanized fittings.
  - .4     Touch-up damaged finishes to the acceptance of Owner's Representative.
- .2     Bench:
  - .1     Assemble and install bench in accordance with manufacturer's instructions.
  - .2     Bolt to concrete footing, and, or paving, as per manufacturer's specifications with 20 mm (3/4") Galv. bolts.
  - .3     Touch-up damaged finishes to the acceptance of Owner's Representative.
- .3     Picnic Tables:
  - .1     Assemble and install picnic tables in accordance with manufacturer's instructions.
  - .2     Bolt to concrete footing, and, or paving, as per manufacturer's specifications with 20 mm (3/4") Galv. bolts.
  - .3     Touch-up damaged finishes to the acceptance of Owner's Representative.
- .4     Lounge Chairs:
  - .1     Assemble and install lounge chairs in accordance with manufacturer's instructions.
  - .2     Bolt to concrete footing, and, or paving, as per manufacturer's specifications with 20 mm (3/4") Galv. bolts.
  - .3     Touch-up damaged finishes to the acceptance of Owner's Representative.

**END OF SECTION 32 37 00**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install growing medium and mulch as indicated in the contract documents. Growing medium for landscape areas.

### **1.3 Related Work**

- |    |                                 |                  |
|----|---------------------------------|------------------|
| .1 | Excavation Backfill and Grading | Section 31 23 10 |
| .2 | Hydraulic Seeding               | Section 32 92 21 |
| .3 | Plants and Planting             | Section 32 93 10 |
| .4 | Subsurface Drainage Systems     | Section 33 46 16 |

### **1.4 Reference Standards**

- .1 Conform to the requirements of the latest editions of the following standards and legislation:
  - .1 BCSLA/BCLNA British Columbia Landscape Standard
  - .2 Canadian System of Soil Classification
  - .3 Canadian National Master Construction Specification, 32 91 19.13 Topsoil and Grading.

### **1.5 Materials Definitions**

- .1 For the purpose of this specification the term “growing medium” shall mean a mixture of mineral particulates, micro organisms and organic matter which provides a suitable medium capable of supporting the intended plant growth.

### **1.6 Types And Locations of Growing Medium**

- .1 Provide and install the following types of growing medium at the locations shown for each type:
- .2 Growing medium types:
  - .1 TYPE A On Site/Imported Soil
  - .2 TYPE B Growing Medium

### **1.7 Review**

- .1 Verify the size, location and depth of all existing site services and sub-surface utilities prior to commencement of the work. Repair all damage as result of failure to perform adequate review at no cost to the Vancouver Park Board.
- .2 Notify Owner's Representative when the site is prepared for growing medium placement. Do not place growing medium until subgrades have been reviewed and approved.
- .3 Provide at least two days (48 hours) notice in advance of each required reviewed.

## 1.8 Testing

- .1 Submit to the Owner's Representative a copy of growing medium analysis from a laboratory approved by the Owner's Representative. The analysis shall be of tests done on the proposed growing medium from samples taken at the supply source within three weeks immediately prior to soil placement. Cost of initial analysis and subsequent tests to ensure compliance with specification shall be borne by the contractor. **Results of these tests shall be presented to the Owner's Representative for review BEFORE any growing medium delivery to site.** Pond/In-stream growing medium placed prior to the review of test results by the Owner's Representative will result in rejection of pond/In-stream growing medium and subsequent removal of material by the contractor at no cost to the owner.
- .2 The analysis will include measurement of percent sand, fines, (silt and clay), and organic matter to total 100%, pH, lime required to achieve pH 6.5, water soluble salts, total carbon to total nitrogen ratio, total nitrogen and available levels of phosphorus, potassium, calcium and magnesium
- .3 The analysis shall outline the testing laboratory's recommendations for amendments, fertilizer and other required modifications to make the proposed growing medium meet the requirements of this specification.
- .4 At the discretion of the Owner's Representative submit up to two additional samples at intervals outlined by the Owner's Representative of pond/in-stream growing medium taken from material delivered to site. Samples shall be taken from a minimum of three random locations and mixed to create a single uniform sample for testing. Results of these tests shall be presented to the Owner's Representative for review.
5. Test reports for landscaping soils containing biosolids shall be submitted to demonstrate the finished product meets the BC Organic Matter Recycling Regulation's (OMRR) "Biosolids Growing Medium" standards; and, be supported by a documented review by a Qualified Professional as defined by OMRR

### Organic Matter Recycling Regulation

[http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/18\\_2002](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/18_2002)

- .6 Failure to satisfy these contractual requirements could result in the contractor being required to remove unacceptable growing medium at their expense.

## 1.9 Submittals

- .1 Submit to the Owner's Representative a copy of an analysis by an approved independent soil-testing laboratory. Acceptable laboratories include; Benchmark Laboratories Nanaimo, Ltd. Nanaimo, BC (250-585-2555), Pacific Soil Analysis Inc., Richmond, BC (604.273.8226) or pre-approved equal. The analysis shall be of tests done on the proposed growing medium and additives proposed for the work from samples taken at the supply source, within three weeks immediately prior to growing medium placement. Costs of the initial analysis, and subsequent tests to ensure compliance with the specification shall be borne by the Contractor. Failure to submit soils analysis is cause for immediate rejection and possible removal of any placed growing medium.
- .2 The analysis shall include a breakdown of the following components: total nitrogen by weight, available levels of phosphorous, potassium, calcium, magnesium, soluble salt content, organic matter by weight, % sand, % fines (silt and clay) and pH value. In addition, the analysis shall clearly indicate the Project Name, Date Tested and Contractor's Name.
- .3 Submit with the above analysis, the testing laboratory's recommendations for amendments, fertilizers and other modifications to make the proposed growing medium meet the requirements of this specification.

#### 1.10 Samples

- .1 Submit to the Owner's Representative one composite sample of each type of proposed growing medium for each different application within the project (e.g. lawns, shrubs, urban agriculture planter). Each sample shall be a composite of at least three samples from the proposed source and shall be at least one (1) litre in volume.
- .2 Urban Agriculture Growing Medium: Submit to the Owner's Representative confirmation that the organic material component of the Urban Agriculture Growing medium is derived from an organic source free of heavy metals, contaminants, animal or plant chemical additives or supplements. The confirmation shall be in the form of a letter on company letterhead or written confirmation from provincial or regulatory agency.
- .3 At the discretion of the Owner's Representative, submit up to two additional samples, including samples of proposed additives to the growing medium from material delivered to the site as required to ascertain compliance with this specification. Results of these tests shall be submitted to the Owner's Representative for approval.
- .4 After the completion of the soils analysis, a one litre sample of the completed/mixed growing medium, including all amendments shall be submitted at least twenty-one (21) days before placement of growing medium to allow for evaluation of samples and testing for noxious weed content by Owner. Owner's Representative will advise of test results.
- .5 Samples of each growing medium type shall be submitted to the Owner's Representative in zip lock plastic bags clearly marked with the date, project name, sample name and supplier name and telephone number.

- .6 Organic Material: One composite sample or each organic material type. Sample shall be a composite of at least three samplings from the proposed source, and shall be at least one (1) litre in volume.

#### 1.11 Quality Assurance

- .1 Advise Owner's Representative of sources of growing medium to be utilized on this Project a minimum of thirty days (30) prior to starting work of this Section.
- .2 Carry out growing medium preparation and placement such that the final product matches the standard set by the samples submitted, within a range of variation that may reasonably be expected with good quality control while incorporating the recommendations for amendment by the testing laboratory.
- .3 The Vancouver Park Board may appoint an independent testing laboratory to ascertain compliance with this specification and to recommend modifications to make the growing medium meet the requirements of this specification.

## PART 2: PRODUCTS

### 2.1 General

- .1 Product Handling
  - .1 Do not move or work growing medium or additives when they are excessively wet, extremely dry, frozen, mixed with ice and/or snow, or in any manner which will adversely affect growing medium structure. Growing medium whose structure has been destroyed by handling under these conditions will be rejected and shall be replaced by the contractor at no cost to the owner.
  - .2 Protect growing medium and additives against extreme wetting by rain or other agents, and against contamination by weeds and insects.
  - .3 Deliver fertilizer and other chemicals in manufacturer's original containers. Protect against damage and moisture until incorporated into the work.
  - .4 Stockpile materials in bulk form in paved areas and provide protection by storing under roof or tarpaulins. Take all necessary precautions to prevent contamination of component materials from wind blown soils, weed seeds and insects. Contamination of individual components may result in rejection, if used.
  - .5 All growing medium will be delivered to site **premixed** from a recognized growing medium source ensuring consistency throughout the mix.
- 2 Approved Equals
  - .1 All items as specified or pre-approved equals.

### 2.2 On Site /Imported Soil (Type A)



- .1 On site-imported soil shall be friable "A Horizon" topsoil to the requirements of the B.C. Landscape Standard, stripped and stockpiled on site in an approved location. Stripping and stockpiling work shall be such that the soil is not damaged or contaminated. (Refer to Product Handling).
- .2 Mineral particle sizes shall be within the following ranges by weight:  
100% shall pass a 10 mm (3/8") sieve.  
Maximum of 10% shall pass a #200 sieve. (Silt and clay)  
Soil shall be of a sandy loam or loamy sand texture containing between 3% and 15% organic matter (dry weight basis). Soil shall be virtually free from subsoil, wood including woody plant parts, weeds, stones over 30mm, pests, undesirable grasses or weeds, and seeds or parts thereof and foreign objects. Soil shall be free from crabgrass, couch grass, *Equisetum*, convolvulus or other weeds or seeds or parts thereof.
- .3 Soil shall be suitable for modification by screening and additives to meet the requirements for Screened Growing Medium (Type B as specified) except where specified and approved for use as unscreened On Site Soil (Type A).

## 2.3 Additives

- .1 Manure: Well rotted farm animal manure or compost, to the requirements of the BCSLA/BCLNA B.C. Landscape Standard. Animal manures and compost often have excessive levels of water-soluble salts. The growing medium shall be leached via fresh water from the irrigation system or through natural rainfall until an electrical conductivity of 3.0mmho/cm or less is achieved.
- .2 Compost: A uniform blend of natural source-separated organic materials, composted such that it is brown-black in colour and has carbon to nitrogen ratio of 25 to 1 or lower. pH 6 to 7. Substantially free from subsoil, pests, roots, wood, construction debris, undesirable grasses or weeds, and seeds or parts thereof. Free from toxic materials, crabgrass, couch grass, *Equisetum*, weeds, and seeds or parts thereof. The Owner does not allow use of any paper fibre amended compost products. Approved Suppliers include Fraser Richmond Biocycle and Stream Organics.
- .3 Sand: Approved medium river pump sand, well washed and free of contaminants, chemical and organic matter. Gradation of particle sizes shall fall within the following range ("Percent" to be reported as the mass of the particles whose size is less than the designated sieve opening but greater than the next designated sieve opening):

USBS Sieve Sieve Size

<u>Number</u>	<u>(mm)</u>	<u>Percent Class</u>
4	4.76	0 - 3 Fine gravel
10	2.00	0 - 20 Very coarse sand
18	1.00	0 - 20 Coarse sand
35	0.50	60 - 80 Medium sand
60	0.25	0 - 40 Fine sand
140	0.105	0 - 4 Very fine sand

- 270            0.063            0 - 2    Silt & clay
- .4    Sand shall have a saturated hydraulic conductivity between 100 mm. and 300 mm. per hour. Test conditions shall be for saturated sand, 15 blows compaction.
- .5    Sand shall have:
- Organic content                      < 0.5% by weight.
- Water Soluble Salt content       < 0.5mmhos/cm
- Ph of between                        5.0 and 7.0
- .6    Available copper, zinc and manganese following acid digest test in 0.1N HC1 and shaken for ½ hour shall be less than 25 PPM when analysed by atomic absorption spectroscopy.
- .7    Peat moss: Is not to be used.
- .8    Wood Residuals: Content of wood residuals such as fir or hemlock sawdust shall not cause a Carbon to Nitrogen ratio higher than 25:1. Cedar or redwood sawdust shall not be present in the growing medium mix.
- .9    Dolomite Lime: Approved commercial brands for horticultural purposes, coarsely ground; containing not less than 20% calcium by weight.

## 2.4 Fertilizers

- .1    Standard commercial brands, meeting the requirements of the Canada Fertilizer Act, packed in waterproof containers, clearly marked with the name of the manufacturer, weight and analysis.
- .2    Generally Fertilizers must be those fertilizers specified in the soils analysis report/ recommendations. Contractor shall not make any substitutions without prior written approval from Owner's Representative.

## 2.5 Growing Medium (Type B)

- .1    Growing Medium shall be predominantly sand based and screened with additives and fertilizers as required to make it meet the following specifications:
- .1    Substantially free from roots, sticks, building materials, wood chips, chemical pollutants and other extraneous materials.
- .2    Population of plant pathogenic nematodes: maximum 1000 per litre for any single species.
- .3    Maximum requirement of dolomite lime to required pH: 50kg/100M2.
- .4    Salinity: maximum saturation extract conductivity of 3.0 mmho/cm @25 deg. C
- .5    Fertility:
- Total Nitrogen                      0.4-0.8% by weight
- Available Phosphorous            70-80 ppm
- Available Potassium                150-250ppm
- .6    Cation Exchange Capacity: 30-50 meq.
- .7    Carbon to Nitrogen Ratio:    max. 40:1
- .8    pH:

- |  |                |            |
|--|----------------|------------|
|  | Lawns          | 6.0 to 7.0 |
|  | Planting Areas | 5.5 to 6.0 |
- .9 Boron: the concentration in the saturation extract shall not exceed 1.0 ppm
- .10 Sodium: the sodium absorption ratio (SAR) as calculated from analysis of the saturation extract shall not exceed 8.0
- .11 Total Nitrogen shall be 0.2% to 0.6% by weight.
- .12 Available phosphorous shall be 20-100 ppm
- .13 Available potassium shall be 50-250 ppm.
- .14 Tolerances: Samples of growing medium taken just before planting shall have the specified properties to within the tolerances of plus or minus 20% of the stated values, except for salinity, which shall be less than the stated limit.
- .15 The textural properties and organic content shall be have the following composition AFTER MIXING (BY DRY WEIGHT):
- .2 For PLANTING BEDS growing medium shall consist of the following AFTER MIXING (% BY DRY WEIGHT):
- 80- 88% round sand (>0.05mm-<2mm)
  - 3 % max silt (>0.0002mm - <0.05mm)
  - 2 % max clay (<0.002mm)
  - Total fines max 5%
  - 12-15% organic matter
  - pH 5 .0 to 6.0
- Nutrient Content:
- Nitrogen 0.2 - 0.6%
  - Phosphorus: 50 -150ppm
  - Potassium 50 - 300 ppm
  - C/N ratio max 25 : 1
- .3 For LAWN AREAS growing medium shall consist of the following AFTER MIXING (% BY DRY WEIGHT):
- 85- 92% round sand (>0.05mm-<2mm)
  - 3 % max silt (>0.0002mm - <0.05mm)
  - 2 % max clay (<0.002mm)
  - Total fines max 5%
  - 8- 10% organic matter
  - pH 6 .0 to 6.5
- Nutrient Content:
- Nitrogen 0.2 - 0.6%
  - Phosphorus: 50 -150ppm
  - Potassium 50 - 300 ppm
  - C/N ratio max 25 : 1

## 2.6 Organic Material

- .1 Organic Material (non urban agriculture):
  - .1 Shall be, fully composted material that does not contain cedar or redwood bark or wood, black/brown in colour.
  - .2 Organic component shall not contain mushroom manure compost or mushroom starter.
  - .3 Acceptable suppliers include
    - Veratec Group, Chilliwack, BC (Formerly Yardworks)
    - Harvest Power Canada Ltd., Richmond, BC (Soil Amender), (Formerly Fraser Richmond Soil and Fibre Ltd.)
    - Eco-Soil Recycling, Surrey, BC
- .2 Organic Material (urban agriculture):
  - .1 Shall be derived from an organic source free of sewage biowaste, heavy metals, contaminants, animal or plant chemical additives or supplements.
  - .2 The material shall be fully composted material that does not contain cedar or redwood bark or wood, black/brown in colour.
  - .3 Organic component shall not contain mushroom manure compost or mushroom starter.
  - .4 Acceptable suppliers include
    - Veratec Group, Chilliwack, BC (Formerly Yardworks)
    - Harvest Power Canada Ltd., Richmond, BC (Soil Amender), (Formerly Fraser Richmond Soil and Fibre Ltd.)
    - Eco-Soil Recycling, Surrey, BC
- .3 Organic Material (biosolids):
  - .1 Landscaping soils containing biosolids shall meet the BC Organic Matter Recycling Regulation's (OMRR) "Biosolids Growing Medium" standards; and, be supported by a documented review by a Qualified Professional as defined by OMRR
  - .2 Acceptable suppliers include Veratec, Chilliwack, BC (Formerly Yardworks Supply, Ltd), Harvest Power Canada Ltd. – British Columbia (Formerly Fraser Richmond Soil and Fibre Ltd.) (Soil Amender), Richmond, B.C., Eco-Soil , Langley BC, or pre-approved equal.

## 2.7 Construction Adhesive

- .1 PL 200 Construction Adhesive by OSI Sealants Inc. or approved equal.

## 2.8 Drainage Medium

- .1 Drain Rock or Torpedo Gravel: Shall consist of clean round stone or crushed rock. Acceptable material includes 19 mm (3/4") drain rock or torpedo gravel conforming to the following gradations.

SIEVE SIZE	PERCENT PASSING (19MM)	PERCENT PASSING (TORPEDO)
25mm	100	
19mm	0-100	
9.5mm	0-5	100
4.75mm	0	50-100
2.36mm		10-35
1.18mm		5-15
0.60mm		0-8
0.30mm		0-5
0.15mm		0-2

## 2.9 Filter Fabric

- .1 Needled, non-woven polypropylene mat. Nilex 4545 by Nilex Geotechnical Projects, Burnaby, B.C.

## PART 3: EXECUTION

### 3.1 Subgrade Preparation

- .1 All excavation shall be undertaken in accordance with the City of Vancouver's Policy and Standard Operating Procedure- Soil and Excavation Water Contamination Management.
- .2 Request a review of the subgrade conditions and obtain approval of the Owner's Representative to placing any growing medium.
- .3 On Grade Planting Area:
- .1 Scarify compacted subgrade to a minimum depth of 200mm (8") immediately before placing growing medium.
  - .2 Verify that subgrades are at the proper elevations before placing growing medium.
  - .4 Placement of growing medium implies acceptance of subgrade conditions.
  - .5 Remove debris, roots, branches stones in excess of 50mm dia. and other deleterious materials as directed by Owner's Representative.
  - .6 Remove any soil contaminated with calcium chloride, toxic materials or petroleum products.
  - .7 Remove any materials that protrude 25mm above the surface.
  - .8 Dispose of removed material off site.

- .9 Review sub grade conditions to ensure that there is proper drainage in all planting areas and tree pits. Perform a percolation test as needed to confirm proper drainage.
- .4 Structural Slab Planting Area:
  - .1 Verify planter drains and or slab drains have been installed.

### 3.2 Placement of Drainage Medium – Drain Rock

- .1 Verify that architectural slab membrane, protection board, insulation, etc. has been approved by the Owner's Representative prior to the placement of drainage medium.
- .2 Place drainage medium over entire planter bottom ensuring consistent depth as per construction details.
- .3 Place filter fabric over the entire finished surface of drainage medium. Ensure seams are overlapped as per manufacturers recommendations.
- .4 Ensure filter fabric fits tight to face of planter wall. Take care during loading of growing medium to ensure filter fabric is not dislodged.

### 3.3 Importing Procedures for Prepared Growing Medium

- .1 **Imported Growing Medium:** Growing medium shall be imported and stockpiled on site in a location approved by the Owner's Representative.
  - .1 Carry out stock piling operation such that the growing medium structure is not compromised through compaction, vibration or other actions.
  - .2 Stock piled growing medium shall be protected from rain, drying and contaminants.
  - .3 Growing medium shall be free of subsoil, pests, roots, wood, construction debris, undesirable grasses including crabgrass or couch grass, noxious or weeds and weed seeds or parts thereof foreign objects and toxic materials. Presence of these contaminants shall be grounds for rejection of growing medium and replacement at no cost to the Owner.

### 3.4 Preparation of Growing Medium

- .1 Mixing/screening of growing medium on site is not allowed. All growing medium is to arrive pre-mixed with the exception of addition of the following components that are to be applied at rates indicated in the growing medium analysis recommendations:
- .2 Thoroughly mix using mechanical mixing/screening equipment the constituent growing medium components and recommended additives. Resulting mixture will have a particle size class and properties that match the requirements of this specification.
- .3 No hand mixing will be accepted unless specifically approved by the Owner's Representative.

### 3.5 Placing Growing Medium

- .1 Do not place growing medium until Owner's Representative has reviewed drainage medium installation.
- .2 Ensure that irrigation lines to be installed have been reviewed by the Owner's Representative prior to the placing of growing medium.
- .3 Growing medium shall be moist but not wet when placed (25% of field capacity). It shall not be handled in anyway if it is wet or frozen.
- .4 Place all growing medium to the required finished grades with adequate moisture in uniform lifts of 100mm to 150mm compacted to 80MPD during dry weather, over drainage medium where planting is indicated.
- .5 Except where drawings or details show otherwise, place to the following minimum and/or maximum depths and levels (measured after initial settling of growing medium):
  - .1 Tree Planting Areas on grade maximum 900mm (36") and shall conform to the following additional parameters:
    - .1 Planting hole shall be minimum 300mm (12") wider than rootball on all sides.
    - .2 Planting hole shall be minimum depth of root ball. Undisturbed soil below rootball to be compacted to 100MPD.
    - .3 Each tree shall have access to minimum 30m<sup>3</sup> growing medium volume and minimum 15m<sup>3</sup> growing medium volume per tree within connected volumes.
    - .4 The required growing medium volume may be accommodated with varying soil depths between 900mm (36") and 250mm (10") outside the area defined by the planting hole. The growing medium volume must have a direct relationship to the mature drip line with outward adjustment for columnar species.
  - .2 Shrub and Groundcover Areas on grade 450mm (18") minimum depth.
  - .3 Low or High Traffic Lawn Areas on grade 250mm (10") minimum depth.
  - .4 Urban Agriculture 450mm (18") or to within 25mm or 1" of the top of the planter.
- .6 If subgrade/subsoil drains rapidly increase soil depths as directed by Owner's Representative to ensure adequate moisture retention.
- .7 On slab depth of growing medium to achieve finished grades in all cases. Growing medium depths are not to exceed maximum allowed for by the structural engineer. Voiding, sand fill or additional growing medium may be used where required build-up over the drainage layer exceeds the required minimum depths stated above.
  - .1 For Lawn Areas Flush with adjacent surfaces after initial settlement.
  - .2 For Planting Areas As detailed on drawings. Crown all planting beds.
  - .3 Refer to drawings for top of slab and finished elevations, as applicable.
- .5 Crown or slope for positive surface drainage as shown on the drawings.

### 3.6 On Site Application of Amendments

- .1 Ensure minimum 7 days separation time between the application of any lime treatment or fertilizers and plant material installation.
- .2 Addition of amendment components shall be at the rates indicated in the growing medium analysis recommendations via the following methods:
- .3 Fertilizers
  - .1 This material shall be applied with mechanical spreaders over the entire planting area
  - .2 Rake fertilizers into top 50mm minimum of the placed growing medium.
- .4 Lime
  - .1 This material shall be applied with mechanical spreaders over the entire planting area and mixed thoroughly into the top 100mm (4") of the growing medium prior to fine grading.
  - .2 Do not apply by hand.
  - .2 Ensure line does not come in contact with the nitrogen - phosphate - potash fertilizers during amending process.
- .5 Organic Matter
  - .1 Organic matter shall be top-dressed and cultivated into the top 150 -200mm (6"-8") of the growing medium prior to fine grading.

### 3.7 Finish Grading

- .1 Manually fine grade growing medium installation to contours and elevations shown on drawings or as directed by Owner's Representative. Tolerance for finish grading to be 5mm.
- .2 Eliminate rough spots and low areas to ensure positive drainage.
- .3 Finish Grade of growing medium shall be 25 mm (1") from finished elevation of adjacent curb or planter wall unless otherwise noted on drawings
- .4 Leave surface smooth, uniform, firm against deep foot printing, with a fine loose texture.

### 3.8 Weed Control

- .1 Ensure all weeds and weed roots that have germinated during the course of work of this section have been eliminated from growing medium.
- .2 Provide the Owner's Representative with a written methodology outlining of weed removal seven (7) days prior to starting weed removal operations.

### 3.9 Mulching

- .1 Place mulch over all growing medium except grass areas. Moisten uniformly and spread to a consistent settled depth of 50mm in tree and shrub planting areas, 25mm in ground cover areas.



**3.10 Acceptance**

- .1 Owner's Representative will inspect and test growing medium and determine acceptance of material as placed, depth and finish grading prior to any planting or sodding operations commencing.
- .2 Approval of placed growing medium subject to additional soil test analysis if requested. Costs for additional testing of placed growing medium shall be at the Contractor's expense.

**3.11 Cleaning**

- .1 All excess materials and other debris resulting from growing medium preparation and placement operations shall be disposed of off site.
- .2 Ensure all discolouration of adjacent surfaces caused by growing medium placement have been removed. Ensure all paved areas, tops of planters, and adjacent surfaces have been thoroughly cleaned to the satisfaction of the Owner's Representative.

**END OF SECTION 32 91 13**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install plants by hydroseeding to all areas identified or disturbed by the work of this contract.

### **1.3 Related Work**

- |    |                       |                  |
|----|-----------------------|------------------|
| .1 | Landscape Maintenance | Section 32 01 90 |
| .2 | Growing Medium        | Section 32 91 13 |
| .3 | Plants and Planting   | Section 32 93 10 |

### **1.4 Reference Standards and Requirements of Regulatory Agencies**

- .1 Conform to the requirements of the latest editions of the following standards and legislation:
  - .1 BCSLA/BCLNA British Columbia Landscape Standard
  - .2 British Columbia Standard for Turfgrass Sod
  - .3 British Columbia Weed Control Act
  - .4 Canada Seed and Fertilizer Act
  - .5 Canada Pest Control Products Act

### **1.5 Submittals**

- .1 Submit dealer guarantee statements of composition of the mixture and the percentages of purity and germination of each variety of grass seed.
- .2 Submit the original seed containers which clearly identify the manufacturer's guarantee of seed analysis.
- .3 Submit completed Schedule A - Application Record to the Owner's Representative.
- .4 Provide all product data for seed, mulch, tackifier and fertilizer as required and as requested by the Owner's Representative.

Submission in writing if requested by Owner's Representative fourteen (14) days prior to commencing Work of this Section:

  - .1 Size of truck slurry in litres.
  - .2 Amount of material to be used per tank based on size of slurry tank.

- .3 Number of tank loads required per hectare to achieve specified slurry mixture per hectare.

#### 1.6 Protection

- .1 Protect all seeded areas against trespassing and from damage at all times until Acceptance. If any seeded areas are damaged, they shall be repaired as required to satisfaction of Owner's Representative.
- .2 Comply with COV pesticide/herbicide control regulations regarding application of herbicides to control noxious weeds. Ensure all manufacturer's recommendations regarding application are strictly adhered to.

#### 1.7 Testing and Approvals

- .1 Notify Owner's Representative at least forty eight (48) hours before installing seed for inspection of finished grades. Do not hydroseed until grades are approved by Owner's Representative.
- .2 Obtain approval in writing from the Owner's Representative for application of any chemical vegetation controls. Comply with applicable federal, provincial and municipal legislation and regulations.

#### 1.8 Conditions for Acceptance

- .1 The conditions for acceptance of hydroseeded lawn areas and for turning over the hydroseeded areas to the Vancouver Park Board for subsequent maintenance are:
  - .1 Substantial Performance for the entire project shall have been declared.
  - .2 Hydroseeded lawn areas shall have been maintained as specified for a min. of 55 days. Hydroseeded lawn shall be mown as specified (to a height of 38mm) no more than two days before inspection for Acceptance.
  - .3 The hydroseeded lawn shall be uniformly healthy, in a vigorous growing condition, representative of a dense stand of grass, with all deficiencies corrected to the approval of the Owner's Representative. Lawn shall have no evidence of noxious weeds.
- .2 Inspection and Acceptance by the Board: Notify the Owner's Representative at least 48 hours in advance to schedule inspection of the entire landscape ready for Acceptance. Acceptance by the Board will only be given provided Maintenance as per Item 3.4 has been carried out and other Conditions of Item 1.8 have been met.

#### 1.10 Time of Seeding

- .1 The seeding shall be done during periods which are most favourable for the establishment of a healthy stand (of grass) and at times designated by the Board in accordance with the construction schedule and activities and coordinated with the local weather conditions.

- .2 No seeding shall be done when the soil is frozen, covered by frost or when there is standing or flowing water on the site, nor if the wind speed is greater than 5 km/h.
- .3 The seeding operations shall be completed before September 30, of the calendar year.

#### 1.11 Guarantee

- .1 All workmanship and materials covered under Work of this Section shall be guaranteed for a period of ONE (1) full year from the date of Substantial Performance.

### PART 2: PRODUCTS

#### 2.1 General

- .1 Product Handling
  - .1 All grass seed, hydraulic mulch fertilizers and related materials shall be stored in a dry, weatherproof storage place and shall be protected from damage by heat, moisture, rodents or other causes until time of use. Care shall be taken that labels and other identification(s) are not removed or defaced in any fashion.

#### 2.2 Fertilizer

- .1 Granular Fertilizer: Standard approved brands delivered in original containers, bearing manufacturer guaranteed analysis, dry and free-flowing, organic base, conforming to the applicable Provincial Fertilizer Laws, not less than 19% Nitrogen, 19% Phosphoric Acid and 19% Potash (19-19-19), or as otherwise required based on growing medium test results and time of application.
- .2 Slow-Release Fertilizer: Prills designed to release nutrients over a period of months. Agriform 16-7-12 plus iron or equivalent.

#### 2.3 Grass Seed

- .1 Premier Pacific Low Grow Wildflower Mix as supplied by Premier Pacific Seeds, or pre-approved equal.
- .2 Shall be fresh, clean, new crop certified Canada #1 or better seed, in accordance with Government of Canada "Seeds Act", with a minimum germination of 75% and a minimum purity of 97%. Supplied in standard containers with the following information provided: suppliers name and address, lot number/year of production, net weight (mass), names and percentages of individual seed species and percentage of pure seed.
- .3 Areas into which any other varieties of seed have been introduced will not be accepted. The Owner reserves right to test seed for purity and germination rate.

#### 2.4 Mulch

- .1 Hydroseeding Mulch: Hydroseeding solution shall contain a mulch of dry virgin wood cellulose fibre specifically designed for hydraulic seeding, containing no growth or germination inhibiting factors, and dyed green with a water activated non-toxic dye for visual metering during application; "Ecofibre" as manufactured by Canfor or pre-approved equivalent. In addition:
  - .1 The Owner does not accept any mulches made from recycled materials such as paper, saw dust, cardboard or pulp residue.
  - .2 Mulch shall be capable of dispersing in water to form a homogeneous slurry and remaining in such a state when agitated or mixed with other specified materials. In addition it shall be capable of forming an absorptive mat ground cover allowing water percolation into underlying growing medium.
  - .3 It shall be free of weeds and other foreign material and shall be supplied in packages bearing the manufacturer's label clearly indicating weight and product name.

## **2.5 Tackifier**

- .1 M-Binder (Mesh Organic Soil & Mulch Binder)

## **2.6 Water**

- .1 Clean potable water (as supplied by Municipality) free of any impurities which would inhibit germination or otherwise adversely affect growth or be harmful to the environment.

## **2.7 Weed Control**

- .1 Manual weed control is the preferred method in COV and may be the only permitted methodology. Confirm with Owner's Representative. If chemical vegetation control is permitted, use herbicides of type and at an application rate as required to achieve the desired control. Use only standard commercial herbicide products registered for sale and use in Canada under the Pest Control Products Act. Do not use herbicides containing sodium chlorate unless specifically authorized by the Owner's Representative. Do not use herbicides containing 2, 4, 5,-T in public areas or where there is a possibility of contaminating ditches draining to irrigation or potable water and only as permitted by the COV.

## **2.8 Approved Equals**

- .1 All items as specified or pre-approved equals.

## **PART 3: EXECUTION**

### 3.1 Soil Preparation

- .1 Grades:
  - .1 Areas to be seeded shall be at grades shown at the time of seeding, free of “humps and hollows”. Crown or slope for surface drainage and eliminate all low spots or depressions. Ensure that growing medium is placed to required depths and tolerances as specified and detailed in the Contract Documents and spread evenly over the approved subgrade. Ensure the growing medium is firm against footprints, loose in texture and free of all stones, roots branches etc as required under Section 02920 Growing Medium Preparation and Placement.
  - .2 Restore all areas to be seeded that are misshapen or eroded to specified condition, grade, slope as directed just prior to seeding. Minor adjustment and refinement of finish grade to be made as directed by Owner’s Representative.
  - .3 Obtain Owner's Representative’s approval of finish grading prior to proceeding.
  - .4 Ensure smooth finish on all surfaces and finished grades as shown on the drawings and as specified herein.
- .2 Clearing: Remove all weeds, briars, debris and other refuse and deleterious materials which may be detrimental to the growth of the grass.
- .3 Cultivation: as required to minimum depth of 100mm.
- .4 Moisture: ensure areas to be seeded are moist to minimum depth of 150mm before seeding.

### 3.2 Application

- .1 Apply with equipment designed for hydraulic seeding, a uniform solution in water of:
  - Seed as specified 24.4kg/1000 square meters
  - Fertilizer      Type and Rate as required by soil testing analysis.
  - Fibre Mulch    250kg/1000 square meters
  - Tackifier       Not required on flat areas or slopes up to 25%  
6 kg/1000 sq. meters on slopes from 26%-35%.  
(increase to 8 kg/1000 sq. meters on slopes greater than 35%)
- .2 Ensure uniform distribution of the solution over the entire area, with adequate discharge pumps, hoses and gun nozzles.
- .3 Take precautions to protect planting beds, walks, roads, buildings and other site features such as signs, guardrails, fences, and utilities against spraying with the solution. Thoroughly clean any surface which is sprayed with the solution where not intended to the satisfaction of the Owner’s Representative.
- .4 Do not perform work under adverse field conditions such as wind speeds over 5 km/h, frozen ground or ground covered with snow, ice or standing water
- .5 Apply seed in a uniform workmanlike and continuous fashion until completed. Seed which has been in the hydraulic seeder more than 2 hours shall be considered dead and must be replaced.

- .6 Submit completed Schedule A - Application Record to the Owner's Representative on a daily basis.
- .7 No vehicular traffic will be permitted on areas to be seeded. All unreachable work or work under difficult control conditions shall be completed with use of hoses.
- .8 Ensure a minimum overlap of 450mm between applications to form uniform surfaces.

### 3.3 Supplementary Fertilizer Application

- .1 Prior to Acceptance, at a time approved by the Owner's Representative, apply fertilizer formulation as recommended for the season at manufacturer's recommended rates evenly to all sodded areas. Water thoroughly.

### 3.4 Maintenance

- .1 Perform maintenance of the hydroseeded areas from time of seeding (date of installation) to date of Acceptance by the Board. Work to include: watering, cultivation, fertilizing, cutting, weeding, and all other measures necessary to ensure germination and development of a uniform, dense, healthy stand of grass.
- .2 Begin maintenance immediately after installation and continue until Acceptance by the Board of all hydroseeded lawn areas. Maintenance shall consist of all measures necessary to keep lawn healthy, in a vigorous growing condition and all other measures necessary to ensure germination and development of a uniform, dense, healthy stand of grass. Maintenance shall include, but shall not be limited to the following:
  - .1 Mowing shall be carried out at regular intervals as required to maintain grass at a maximum height of 60mm. (2-1/2"). Not more than 1/3 of the blade shall be cut at any one mowing. Edges of lawn areas shall be neatly trimmed. Heavy clippings shall be removed immediately after mowing and trimming.
  - .2 Watering shall be carried out when required and with sufficient quantities to maintain optimum soil moisture level for germination and continued growth of grass. Control watering to prevent washouts.
  - .3 Rolling shall be carried out when required to remove any minor depressions or irregularities.
  - .4 Weed control shall be carried out when the density of weeds reaches 10 broadleaf weeds or 50 annual weedy grasses per 37 sq. M. (400 square feet).
  - .5 Weed control, whether manual or chemical, shall reduce the density of weeds to zero. If chemical, apply in strict accordance with the manufacturer's recommendations and to the standards specified herein.
  - .6 Any seeded areas showing deterioration or bare spots shall be repaired immediately. All areas shall be top dressed and over seeded with a seed mix matching the original seed mix.

- .7 All seeded areas shall be adequately protected with warning signs, temporary wire, twine or mesh fences as dictated by Owner's Representative. Fencing shall be maintained in good condition to provide a continuous barrier until Acceptance. Except as otherwise required by the work of this Contract, the fencing shall be removed from the site upon Acceptance/Assumption by the Owner.

### **3.5 Cleaning**

- .1 Remove from the site all surplus materials and other debris resulting from seeding operations.
- .2 Flush all walks, pavement and any area surface sprayed with solution clean to the satisfaction of the Owner's Representative.



**SCHEDULE A - HYDROSEED APPLICATION RECORD (SAMPLE)**

Project Name/Owner's Contract No.: \_\_\_\_\_  
\_\_\_\_\_  
Owner's Representative \_\_\_\_\_ Weather Conditions \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Foreman: \_\_\_\_\_ Size of Crew: \_\_\_\_\_  
\_\_\_\_\_  
Month: \_\_\_\_\_  
\_\_\_\_\_

<i>Time</i>	<i>Load No.</i>	<i>Seed Mix/ Flower Mix</i>	<i>Fertilizer</i>	<i>Mulch</i>	<i>Tackifier</i>

END OF SECTION 32 92 21

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install sod lawn as indicated in the contract documents.

### **1.3 Related Work**

- .1 Landscape Maintenance Section 32 01 90
- .2 Growing Medium Section 32 91 13
- .3 Plants and Planting Section 32 93 10

### **1.4 Reference Standards**

- .1 Conform to the requirements of the latest editions of the following standards and legislation:
  - .1 BCSLA/BCLNA Canadian Landscape Standard
  - .2 British Columbia Standard for Turfgrass Sod
  - .3 British Columbia Weed Control Act
  - .4 Canada Seed and Fertilizer Act
  - .5 Canada Pest Control Products Act

### **1.5 Submittals**

- .1 Guaranteed analysis of the grass mixture and purity of sod. Submit sample of sod prior to installation. Submit soil analysis of sod growing medium with sod sample.

### **1.6 Testing and Approvals**

- .1 Notify Owner's Representative at least forty-eight (48) hours before installing sod for review of finished grades and sod
- .2 Obtain approval in writing from the Owner's Representative for application of any chemical vegetation controls. Comply with applicable federal, provincial and municipal legislation and regulations.

### **1.7 Acceptance**

- .1 The conditions for acceptance of sodded areas and for turning over the sodded areas to the Vancouver Park Board for subsequent maintenance are:
  - .1 Total Performance of the Work (per CCDC2, Supplementary Conditions) for the entire project has been declared.
  - .2 Sod shall be mown as specified no more than two days before inspection for Acceptance.
  - .3 Sod shall be uniformly healthy, dense, in a vigorous growing condition, rooted into the underlying soil and shall show no signs of yellowing. There shall be no gaps showing between adjacent rolls of sod.  
Sod shall have no evidence of noxious weeds.
- .2 Inspection and Acceptance by the Board: Notify the Owner's Representative at least 48 hours in advance to schedule inspection of the entire landscape ready for Acceptance.

## 1.8 Protection

- .1 Protect all sodded areas against trespassing and from damage at all times until Acceptance. If any sodded areas are damaged, they shall be repaired as required by the Contractor.
- .2 Comply with COV pesticide/herbicide control regulations regarding application of herbicides to control noxious weeds. Ensure all manufacturer's recommendations regarding application are strictly adhered to.

## 1.9 Guarantee

- .1 All workmanship and materials covered under Work of this Section shall be guaranteed for a period of ONE (1) full year from the date of Substantial Performance.

# PART 2: PRODUCTS

## 2.1 General

- .1 Product Handling
  - .1 During shipping, storage and installation, protect sod against drying, to the requirements of the B.C. Standard for Turfgrass Sod.

## 2.2 Fertilizer

- .1 Fertilizer shall be **as recommended for season of application** (as per industry standards).

## 2.3 Lime

- .1 Dolomite Lime: Shall be finely and uniformly ground containing not less than 90% calcium carbonate.

## 2.4 Sod

- .1 Sod:
  - .1 Suitability: All turfgrass sod shall be suited to the locality, site conditions and intended function of each project or area.
  - .2 Sod shall be nursery grown turfgrass sod, true to type, conforming to the B.C. Standard for Turfgrass Sod. **"Non-Netted" Sod, only will be accepted by the Owner.**
  - .3 The quality grade of sod (based on B.C. Standard for Turfgrass Sod) shall be **No. 1 Premium Grade grown on a screened alluvial sand base, cultivated on a sterilized soil base to ensure a weed free product.** The maximum fines (silt and clay) in the alluvial sand base to be no more than 1% by weight.

Approved turf products includes:

Anderson Sod Farms "Pro Sport"

Submit sieve analysis for turf farm sand if requested by Owner's Representative.

- .2 The grass mixture in sod shall be suited to the location and intended use and shall be as described in the B.C. Standard for Turfgrass Sod unless otherwise specified. Standard grass mixture requirements for **general purpose areas shall be** in the following approximate proportions:

Kentucky Bluegrass	50%
Perennial Turf Type Ryegrass	50%
- .3 Weed Control: **Manual weed control is the preferred method in COV and may be the only permitted methodology.** Confirm with Owner's Representative. If chemical vegetation control is permitted, use herbicides of type and at an application rate as required to achieve the desired control. Use only standard commercial herbicide products registered for sale and use in Canada under the Pest Control Products Act.

## 2.5 Approved Equals

- .1 All items as specified or pre-approved equals.

# PART 3: EXECUTION

## 3.1 Fertilizer

- .1 Apply fertilizer at manufacturers' recommended rates. Ensure equal distribution. Mix into top 50 mm. (2") of growing medium by discing, raking or harrowing. **Application of fertilizer shall be within 48 hours of laying sod.**

### 3.2 Liming

- .1 Add limestone as required to ensure pH 6.0 to 6.5. Mix into full depth of growing medium. Coordinate with soils analysis.

### 3.3 Subgrade Preparation and Finishing

- .1 **Obtain approval of Owner's Representative of subgrade and growing medium prior to laying any sod.** Ensure that growing medium is placed to required depths and tolerances as specified and detailed in the Contract Documents and spread evenly over the approved subgrade. Ensure the growing medium is firm against footprints, loose in texture and free of all stones, roots branches etc as required under Section 02920 Growing Medium Preparation and Placement.
- .2 Ensure smooth finish on all surfaces and finished grades as shown on the drawings and as specified herein.
- .3 Grades:
  - .1 Areas to be sodded shall be at grades as shown at the time of sodding, less an allowance for the thickness of the sod.
  - .2 Restore all areas to be sodded which are misshapen or eroded to original specified condition, grade and slope as directed just prior to sodding. Minor adjustment and refinement of finish grade to be made as directed by the Owner's Representative.
  - .3 Crown or slope for surface drainage and eliminate all low spots or depressions.
  - .4 Obtain approval of finish grading from the Owner's Representative prior to proceeding.
  - .5 The Owner does not allow sod laying on any slopes steeper than 4:1.
- .4 If the surface of the growing medium is dry, lightly moisten the growing medium immediately prior to laying sod.

### 3.4 Sod Laying

- .1 Use full rolls where possible. No bits or sod remnants are allowed.
- .2 Lay sod in rows with ends staggered. Butt all sections closely. Do not overlap or allow gaps wider than 2mm between sections. Top of sod to be flush with adjacent walking surfaces.
- .3 Protect new sod from heavy foot traffic during laying. Place planks or plywood if necessary to prevent damage. **Lay within 24 hours after delivery to prevent deterioration. Any sod laid after the 24 hour period will be rejected.**

- .4 Lay sections on slopes at right angles to the direction of the slope. Stake sod into place with wood stakes driven flush with the surface in any locations having slopes steeper than 3:1. Interval spacing on stakes shall not exceed 500mm. Prior to pedestrian traffic being allowed onto the sod, and only after the sod is well rooted into the growing medium, pegs or stakes shall be removed or driven to an elevation 50mm below the finished surface.
- .5 Cut sod where necessary only with sharp tools.
- .6 Water thoroughly to penetrate the full depth of the growing medium as specified.
- .7 When sod has dried sufficiently, roll with 113kg. (250lb.) roller to obtain smooth uniform surface and ensure a good bond between soil and sod.

### 3.5 Maintenance

- .1 Begin maintenance immediately after installation and continue until Acceptance of sodded areas. Maintenance shall consist of all measures necessary to keep grass healthy, in a vigorous growing condition and well rooted into the underlying soil. Maintenance shall include, but shall not be limited to the following:
  - .1 Mowing shall be carried out at regular intervals as required to maintain grass at a maximum height of 60mm. (2-1/2"). Not more than 1/3 of the blade shall be cut at any one mowing. Edges of sodded areas shall be neatly trimmed. Heavy clippings shall be removed immediately after mowing and trimming.
  - .2 Watering shall be carried out when required and with sufficient quantities to prevent grass and underlying growing medium from drying out.
  - .3 Rolling shall be carried out when required to remove any minor depressions or irregularities.
  - .4 Weed control shall be carried out when the density of weeds reaches 10 broadleaf weeds or 50 annual weedy grasses per 37 sq. M. (400 square feet).
  - .5 Weed control, whether manual or chemical, shall reduce the density of weeds to zero. **If chemical apply in strict accordance with the manufacturer's recommendations and to the standards specified herein.**
  - .6 Any sodded areas showing deterioration or bare spots shall be repaired immediately. All areas showing shrinkage due to lack of watering shall be top dressed and seeded with a seed mix matching the original seed mix.
  - .7 All sodded areas shall be adequately protected with warning signs and fencing as directed by Owner's Representative. Fencing shall be maintained in good condition to provide a continuous barrier until Acceptance. Except as otherwise required by the work of this Contract, the fencing shall be removed from the site upon Acceptance.

**3.6 Supplementary Fertilizer Application**

- .1 Prior to Acceptance, at a time approved by the Owner's Representative, apply fertilizer formulation **as recommended for the season** at manufacturer's recommended rates evenly to all sodded areas. Water thoroughly.

**3.7 Cleaning**

- .1 All excess materials and other debris resulting from sodding operations shall be removed from the job site.
- .2 Sweep and flush all walks and paved areas clean to the satisfaction of the Owner's Representative.

**END OF SECTION 32 92 23**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install plant material as indicated in the contract documents.

### **1.3 Related Work**

- |    |                       |                  |
|----|-----------------------|------------------|
| .1 | Landscape Maintenance | Section 32 01 90 |
| .2 | Growing Medium        | Section 32 91 13 |
| .3 | Hydraulic Seeding     | Section 32 92 21 |

### **1.4 Quality Assurance**

- .1 All materials and work shall conform to the latest edition of the following standards or as otherwise specified:
  - .1 CNTA (Landscape Canada) Canadian Standards for Nursery Stock – Current Edition
  - .2 BCLNA Standard for Container Grown plants – Current Edition
  - .3 BCSLA/BCLNA British Columbia Landscape Standard – Current Edition
  - .4 Perennial Plant Association Standards for herbaceous perennial plants
  - .5 ANSI A-300 Tree Pruning Guidelines
  - .6 Urban Tree Foundation/ISA Guideline Specifications For Nursery Tree Quality, current version

### **1.5 Source Quality Control**

- .1 Seven (7) days prior to the Owner's Representative review of plant material at source the Contractor shall confirm in writing availability of plant material noted on Plant List.
- .2 Plant material will be supplied from nurseries who are certified by the Clean Plants program, Canadian Nursery Certification Institute (CNCI), current certification standard <http://cleanplants.ca/>. The certification shall include but is not limited to the requirements of the current active module(s), e.g. P. Ramorum module. The certification must extend to all fields and allied nursery operations where plant material is sourced. Only nurseries, fields and allied nursery operations that are certified will be permitted to supply plant material for this project.



- .3 Plant Material Review at the source nursery
  - .1 Contractor request for review of the plant material at source nursery to be a minimum of seven (7) days prior to scheduled review.
  - .2 Owner's Representative shall make one (1) visit to source nursery for review of plant material for entire project.
  - .3 If review in more than one location becomes necessary, the Contractor shall reimburse the Owner's Representative for the additional time required at the current hourly rates of the Staff personnel.
  - .4 Shipping of plant material to project site shall not proceed until Owner's Representative has reviewed the plant material at the source nursery.
  - .5 All plants are subject to review and may be rejected for failure to comply with this specification at any time until Acceptance. Immediately replace rejected material and remove from the site at no cost to the Owner.
  - .6 Trees required for the work **must be reviewed and tagged by the Owner's Representative at (the place of growth) before being dug.** Inspection and tagging at the place of growth shall not affect the right to reject such trees on or after delivery thereof to the site.
  - .7 Plants required for the work **must be reviewed by the Contractor before being prepared for delivery.** Inspection shall not affect the right to reject such plants on or after delivery thereof to the site.
  - .8 **Plants arriving on site must be reviewed by the Owner's Representative prior to off-loading.** Provide minimum 48 hours notice to schedule review.
  - .9 The Contractor or his authorized representatives shall be present during all required reviews as specified or as may be required.
- .4 Plant Material Review at Project Site
  - .1 All plant material shall be reviewed at the project site by the Owner's Representative prior to planting.
  - .2 Plant material that is rejected by the Owner's Representative shall be immediately removed from the site and replaced at the Contractors expense.
- .5 Imported Plant Material
  - .1 Plant material imported from out of province and out of country shall be accompanied with necessary federal and provincial permits and import licenses.
  - .2 The Contractor shall conform to all federal and provincial laws and regulations with regard to horticultural inspection of domestic and imported plant material.
- .6 Condition of Plant Material
  - .1 Plant rootballs and containers shall be completely free of noxious weeds and volunteer plants including, but not limited to, Horsetail and Morning Glory.
- .7 Plant material grown or supplied in Fabric Containers are not acceptable.

## 1.6 Submittals

- .1 Confirmation Plant List
  - .1 Contractor shall provide in writing to the Owner's Representative a minimum of seven (7) days prior to review of plant material at the source nursery a plant list confirming the quantity, botanical name, common name and size of plants specified.
- .2 Prior to the review of plant material by the Owner's Representative the Contractor shall submit written documentation with CNCI certification stamp stating that the nursery has undergone all components of a certification program and has been audited to verify that all components are properly implemented. The documentation submitted shall include but is not limited to the nurseries CNCI Clean Plants certification number.
- .3 Substitutions
  - .1 Contractor shall provide in writing to the Owner's Representative a minimum of seven (7) days prior to review of plant material at the source nursery a list of proposed substitutions for review.
  - .1 Substitutions in plant material will not be considered unless written proof is submitted thirty (30) days prior to scheduled installation stating a specified plant cannot be obtained within the specified area of search.
  - .2 Plant substitutions shall be of similar genus and species and of equal or greater size as those originally specified. The list shall contain the following information:
    - .1 Botanical name, common name of the specified plant
    - .2 Botanical name, common name of the proposed substitute plant
    - .3 Pot size, plant size and calliper of trees to be substituted
  - .3 Upon submission of such proof, a proposal will be considered for using the nearest equivalent size or variety with an equitable adjustment of the Contract price.
- .4 Planting Schedule
  - .1 Contractor shall provide in writing to the Owner's Representative upon award of the Contract a detailed planting schedule outlining dates and duration of planting operations.
  - .2 Revisions to the Planting Schedule as a result of delays of any kind shall be submitted to the Owner's Representative in a timely manner prior to the start of planting operations.
- .5 Composted Mulch: Contractor to submit a one (1) litre sample of Composted Mulch to the Owner's Representative for review prior to shipment to the site.
- .6 Prepared Growing Medium: Contractor to submit a one (1) litre sample of the Prepared Growing Medium to the Owner's Representative for review prior to shipment to the site.
- .7 Antidesicant: Contractor to submit three (3) copies of manufacturer product data and specification for Owner's Representative review.

### 1.7 Acceptance

- .1 The conditions for Acceptance of landscape areas and for turning over the landscape areas to the Owner for subsequent maintenance are:
  - .1 Growing medium quality, fertility levels, depths and surface grading have been completed to the requirements of Section 32.91.13.
  - .2 Plant quantities, sizes, quality and locations are as shown in the Contract Documents or as otherwise approved by the Owner's Representative.
  - .3 Substantial Performance for the complete project shall have been declared.
  - .4 All plants shall be installed at the correct elevation relative to finished grade, healthy, in a vigorous growing condition and established to the satisfaction of the Owner's Representative.
  - .5 Trees will be assessed for acceptance only when in leaf, and not when in a dormant state.
  - .6 All deficiencies with regard to landscape work shall have been rectified.
  - .7 All trees are staked where required.
  - .8 **Landscape areas shall have been maintained for at least 55 days.** All planted areas are free of all visible weeds and substantially free from underground weed seeds or parts thereof, to the requirements of Section 32 01 90 Landscape Maintenance (as Applicable).
  - .9 Mulch has been placed as required. All areas not to receive mulch are in a cultivated, loose, friable condition where water can freely permeate the surface.
- .2 The date of Acceptance shall be as determined by the Owner's Representative base upon the Inspection for Acceptance. Contractor shall request inspection for Acceptance, giving at least 48 hours notice.

### 1.8 Warranty

- .1 Replace for a period of one (1) year after Substantial Performance of the project, all unsatisfactory plant material **and continue to replace such plant material until the replacement is acceptable to the OWNER'S REPRESENTATIVE**, at no cost to the Owner. This warranty will apply to all plant material, whether supplied by Contractor or Owner.
- .2 This guarantee is based on adequate maintenance by the Owner after Acceptance. The Contractor will not be responsible for plant loss due to extreme climatic conditions such as abnormal freezing temperatures or hail which occur after Acceptance. The Contractor shall be responsible for plant loss due to inadequate acclimatization of plants for their planted location.
- .3 Adequacy of acclimatization and existence of extreme climatic conditions shall be as determined by an **independent Owner's Representative** on the basis of plant variety, location, recorded temperatures for the locale, time of planting and other factors pertinent to the situation.

## 1.9 Plant Material Replacements

- .1 The Contractor shall remove from the site and immediately replace any plant material that has been determined by the Owner's Representative to have died or failed to grow in a satisfactory manner during the warranty or maintenance period.
- .2 The Contractor shall extend the warranty on this replacement plant material for one (1) year from the date of replanting.
- .3 The Contractor shall continue such replacement and warranty of plant material until the Owner's Representative has determined that the 'Conditions for Final Acceptance' have been met.

## 1.10 Permits

- .1 Obtain and pay for all permits required for the work, including such permits as may be required for planting and related work on municipal property (e.g. street trees).

# PART 2: PRODUCTS

## 2.1 General

- .1 Area of Search: Area of search for specified plant material shall include the Lower Mainland of British Columbia, Vancouver Island, Washington and Oregon States, except as noted on the plant list.
- .2 Provenance: All plant material used on this project shall be hardy in this climate. Plant types have been selected with this as a criteria. This Contractor shall guarantee that plant material supplied has equal provenance, i.e.: it is developed from cuttings or seeds collected in an area of similar climatic characteristics. Submit proof of equal provenance to Owner's Representative upon request.
- .3 Plants or seeds purchased for Park Board projects are to be free of neonicotinoid ("neonics") or other nicotinic Acetylcholine receptor agonists. Pesticides covered by this specification include but are not limited to clothianidin, dinotefuran, flupyradifurone, imidacloprid, thiamethoxam, sulfoxaflor, thiacloprid, and acetamiprid."

## 2.2 Plant Material

- .1 Plant material shall be of the sizes and quantities as shown in plant lists on Landscape Drawings and shall be nursery grown unless specifically described as "collected". **All "non-specimen" plantings specified in the Plant List(s) are specified according to the Canadian Nursery Trades Association Canadian Standards for Nursery Stock and the BCLNA Standard for Container Grown Plants.**
- .2 In particular, plant material shall conform to the following CNTA Standards:

- .1 "Nursery stock shall be true to name, type and form and representative of their species or variety. In addition they shall be of the size and grade and quality stated".
- .2 "Quality shall be normal for the species when grown under proper cultural conditions viable, substantially free from pests and disease, and undamaged".
- .3 "Roots shall not be subject to long exposure to drying winds, sun or frost, between digging and delivery".
- .4 Root balls and soil in containers shall be free from pernicious perennial weeds."
- .5 Roots shall be transplanted or root pruned at least once within the year prior to planting.
- .6 Take precautions during digging, handling and shipping of plant material to avoid injury to plants and root systems.
- .7 Plants for use when symmetry is required shall be matched as nearly as possible.
- .8 Plants shall not be pruned prior to delivery.
- .9 All plants shall be measured when the branches are in the normal position. Measurements shall be as set out in the BCLNA Standard for Container Grown Plants. Calliper of trees shall be measured 12 inches above the ground.
- .10 Trees shall have straight trunks with a single leader intact. There shall be no abrasion of the bark and no fresh cuts of limbs over 1-1/4" that have not completely calloused over.
- .11 Where trees are to be in a formal arrangement or occur in consecutive order, they shall be carefully measured as to height and spread and tagged with a number before delivery to the site. These trees shall be correspondingly identified on plan to assure symmetry and expeditious handling.
- .12 Plants larger in size than specified in the itemized plant list may be used if approved; but the use of larger plants shall not increase the Contract price. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased in proportion to the size of the plant.
- .13 The size specified is the size of plant required at the time of delivery to the construction site. Sizes shown are minimum sizes.
- .3 Container dimensions shall be as defined in the B.C. Landscape Standard 1997 Edition.

## 2.3 Tree Ties

- .1 Flat woven polypropylene material. 20 mm (3/4") wide, 544 Kg. (1200lb), break strength. Arbor Tie by Deep Root, or approved equal. Submit sample for approval to protect bark or other types approved by the Owner. Generally they shall be of a material that will not damage the bark. Tree tie material shall be at least 25mm(1") in width and shall remain pliable in all weather conditions. They shall permit a reasonable degree of movement by the tree under normal loading conditions/forces such as wind without detrimental effects. Rubber tree buckles, or galvanized wire with rubber hose will not be accepted.

**2.4 Burlap**

- .1 Shall be untreated, free from toxic contaminants and of sufficient strength to hold the rootball in a compact, stable mass that does not move relative to the main stem(s) of the tree or shrub.

**2.5 Wire Baskets**

- .1 Non-galvanized metal basket designed and manufactured for the purpose of tree moving. Basket shall be shaped to ensure that the root ball will allow a stable planting condition in accordance with standards noted.

**2.6 Water**

- .1 potable and free of minerals that are detrimental to plant growth.

**2.7 Composted Mulch**

- .1 9mm (3/8") Composted Mulch, black/brown in colour with no cedar or redwood bark or wood material manufactured by Yard Works, Richmond, BC, Eco-Soil ,Langley BC Fraser Richmond Bio-Cycle, Richmond, B.C. or pre-approved equal.

**2.8 Anti-desiccant**

- .1 Wax-like emulsion that will provide a transpiration reducing film over the plant surface. Moisturin by GSI Horticultural, Bend, Oregon, (541) 383-0222 or approved equal.

**2.9 Tree Trunk Protection**

- .1 Extrusion mold process, polyethylene with UV protectors: "Arborgard" manufactured by DeepRoot products Canada, Inc., Vancouver, B.C., or pre-approved equal.

**2.10 Tree Guy Anchors/ Tree Guy System**

- .1 Direct burial or screw type disc guy anchor and guy system. The Arrow Anchor by Tree-Guy/ Tree Guy System, Santa Anna, California (800) 624-1116, or approved equal.

**2.10 Stakes and Stake Fasteners**

- .1 **Fir, standard or better, 75mm x 75mm x 3000mm long.** Stake fasteners shall be hot dipped galvanized or stainless steel.

**2.11 Flagging Tape**

- .1 30mm (13/16") wide 'Red' PVC flagging tape by Identi-Tape, Boulder, CO or approved

## PART 3: EXECUTION

### 3.1 Planting Season

- .1 Plant only during the season or seasons that are normal for such work, as determined by weather conditions and as approved by the Owner's Representative. Plants planted before or after any stipulated dates will be rejected. **Tree planting is not permitted between June 30<sup>th</sup> and September 30<sup>th</sup> regardless of irrigation. Shrub, ground cover planting or sodded or seeded lawn installation between June 30<sup>th</sup> and September 30<sup>th</sup> is not accepted unless the project is irrigated.**
- .2 Do not plant during freezing, abnormally hot, dry or wet weather or when damaging climatic conditions can be anticipated.
- .3 The Contractor will be responsible for death or deterioration of plants caused by exposure to damaging climatic conditions, planting under conditions itemized above or inadequate acclimatization of plant material.

### 3.2 Planting Schedule

- .1 All planting operations shall be done in a timely manner in accordance to the 'Planting Schedule'.
- .2 'Planting Schedule' shall be updated as required by the Contractor to coincide with status of site and coordination with other trades. Provide the Owner's Representative with up dates to the schedule as required throughout the planting process.

### 3.3 Delivery

- .1 Dig and handle all plant material in a manner suitable for each species to prevent injury to or removal of fibrous roots. All plant material delivered with broken or loose root balls or containers will be rejected by the Owner's Representative and replaced by the Landscape Contractor at no additional cost to the Owner.
- .2 Take precautions to avoid burning of plants by sun or wind during handling and transporting.
- .3 Keep root balls and container soil moist prior to delivery by covering with bark mulch, wet straw or soil and water as required to ensure moist root balls.
- .4 Coordinate the delivery of plant materials with work of other trades and other site activities.
- .5 Off load the plant materials at the site as designated by the Owner's Representative.
- .6 All plant material shall be acclimatized to the final location before delivery and planting. The Contractor will be held responsible for plant losses caused by inadequate acclimatization.

### 3.4 Plant Layout

- .1 Locate plants according to the Planting Plan for approval of plant location and orientation. Notify the Owner's Representative, giving 48 hours notice, when plant layout will be ready for review. At this time the Owner's Representative may make adjustments in plant locations and orientation prior to planting.
- .2 Stake location of all major trees for approval to positioning. Notify the Owner's Representative at least 48 hours before planting of major trees. **The Owner's Representative must be present** during planting of major trees to ensure proper orientation and location.
- .3 Anti-desiccant shall be applied only as directed by the Owner's Representative. Application of anti-desiccant shall be in accordance with manufacturer's instructions.
- .4 Coordinate planting operations with other trades and project schedule.

### 3.5 Excavation

- .1 Existing Utilities; The Contractor is responsible for confirming the location and extent of existing utilities prior to the start of all planting operations. All attempts should be made to ensure that utility services are maintained to all on and off site parties through out the entire planting operation.
- .2 For all trees, excavate tree pits with vertical sides, depth to be of sufficient size to contain root ball, min 600mm x 10m<sup>2</sup> surface area of growing medium or as detailed, directed by Owner's Representative.
- .3 Scarify the sides of tree pits.
- .4 **Test all tree pits for poor drainage as directed by Owner's Representative.** Fill each tree pit with a minimum of 20 litres (5 gallon) of water. Water should freely drain through subsoil within ten (10) minutes. If poor drainage or percolation is encountered report this condition immediately to the Owner's Representative for acceptable remedial measures. Measures such as auguring holes through the impervious layers and backfilling with approved clean rounded drain rock or sand, raising the planting grade, or adding dedicated drain lines connected to the subsurface drainage system will be considered.
  - .1 Notify Owner's Representative if tree pits in any soil condition do not drain freely or if tree pit fills with ground water.
  - .2 There shall be no standing water in the bottom of tree pit at time of planting.
- .5 Protect bottom of tree pit(s) against freezing.
- .6 Ensure tree pits and plant beds are kept well drained and free of contaminants and construction debris.
- .7 Excavate hole in growing medium sufficient to receive root ball. Excavation of the subgrade below the root balls of trees shall be only as necessary to permit the bottom of the root ball to sit on undisturbed material or compacted fill such that the top of the root ball remains at the proper finished grade. Disturbed subgrade or fill below the root ball shall be compacted to prevent settlement of the tree after planting. Remove excess material from the site.



- .8 Remove excavated subsoil material from site, or use on site in an approved manner. Obtain prior approval from Owner's Representative.

### 3.6 Planting Procedure

- .1 Planting operations shall be carried out under conditions that are conducive to healthy, vigorous growth of plant material.
- .2 Planting operations shall not be carried out when the growing medium is frozen, mixed with ice and/or snow, saturated or compacted to levels that exceed this specification.
- .3 Plant material shall be planted vertical, straight and plumb at locations staked in field and or noted on landscape plans.
- .4 Ensure orientation of plant material will give best appearance in relation to views from adjacent buildings, roads, walks or use areas.
- .2 Install all plants at height grown in Nursery. Allow for settling of the growing medium after planting. The grade that the plant was grown in the nursery shall be used as the indicator for proper growing medium and plant elevation relationship. Top of root ball elevation shall match the elevation of adjacent growing medium elevation.
- .3 Plants shall be set plumb in the planting beds or in the center of the pits, except where the plant's character requires variation. Obtain approval from Owner's Representative.
- .4 Backfill around root ball with prepared growing medium, tamping and watering to ensure firm support for the plant and eliminating all air pockets around the root ball. Ensure water penetration into the root balls during planting procedures.
- .5 Remove all string, rope, burlap and other restricting elements out to the perimeter of the root ball. Cut all wire basket handles flush with the top ring or fold back down into the planting hole. Do not remove wire baskets. Ensure no wires from the basket protrude into the top 100mm of the growing medium.
- .7 Ensure a 150mm (6") deep saucer around all trees for the full width of the planting pit.

### 3.7 Fertilizer Application

- .1 Place fertilizer as per recommendations of soil analysis and to requirements of Section 32 91 13.

### 3.8 Tree Stabilization

- .1 Stake and Tie trees immediately after planting if specified and only as directed by the Owner's Representative. Trees damaged as a result of delayed staking shall be replaced.
- .2 Trees shall stand plumb on completion of this operation.
- .3 Stakes and ties shall be installed such that injury to bark will not occur.
- .4 Ensure guy pins and stakes are placed out beyond the root ball. Trees that have had root balls penetrated by guy pins and stakes will be rejected.
- .5 Tie one (1) to two (2) flagging tape flags to all guy wires at a height that is clearly visible.

### 3.9 Tree Trunk Protection

- .1 Trees in lawn areas shall have trunk protection.
- .2 Place tree trunk protection around base of tree trunk as per manufacturer instructions.
- .3 Trees 100mm (4") calliper or less shall have one protector. Do not interlock ends of tree protector.
- .4 Trees greater than 100 mm (4") calliper shall have a minimum of two interlocked protectors. Do not interlock outside ends.

### 3.10 Tree Rings

- .1 Trees in lawn areas shall have 750mm (30") tree rings cut around the base of each tree. The tree rings shall be true circles centered on the trunk of the tree.
- .2 Have sod removed and area mulched as per specifications.
- .3 Trees in seeded areas shall have 750mm (30") tree rings cut around the base of each tree once seeded areas have been accepted by the Owner's Representative. The tree rings shall:
  - .1 Be true circles centered on the trunk of the tree.
  - .2 Have grass removed and area mulched as per specifications.

### 3.11 Pruning

- .1 Prune trees and shrubs after planting operation only as directed by Owner's Representative.
- .2 Prune only as directed by Owner's Representative.
- .3 Tree pruning is to be performed in accordance with the best practices published on the International Society of Arboriculture's (ISA) website ([www.treesaregood.org](http://www.treesaregood.org)).
- .4 Branch removal should be limited to necessary clearance pruning for public and electrical safety and the removal of dead, diseased, and/or defective wood to improve tree health and/or structure.
- .5 Street trees are to be pruned and maintained in accordance with Illuminating Engineering Society of North America (IES) standards for Roadway Lighting.
- .6 Each shrub planted shall be pruned to preserve the natural character of the plant and in a manner appropriate to its particular requirements in the landscape design.
- .7 All soft wood sucker growth and all broken or badly bruised branches shall be removed with a clean cut.
- .8 All pruning shall be done with proper, sharp pruning tools. All pruning cuts to be made protecting the branch collar.
- .9 All pruning cuts shall be made with pruning saws or hook and blade pruning tools designed and manufactured for pruning operations. Anvil-type pruning tools shall not be used in any pruning operations.
- .10 Do not damage the branch collar.

- .11 Do not damage the leader or lead branches. Plants which have had the main leader or lead branches damaged or removed will be rejected and replaced by the Contractor at no cost to the Owner.
- .12 Do not remove minor twig branches along the main structural branches.

### 3.12 Applying Mulch

- .1 Prior to the application of composted mulch;
  - .1 Reset all plants that have settled so that relationship of nursery grade of root ball to finish grade of growing medium is as per specification
  - .2 Manually remove all weeds and weed roots from root balls and adjacent growing medium.
  - .3 Remove all deleterious material and debris from planting areas.
  - .4 All fine grading is complete, the growing medium is loose and friable
  - .5 The Owner's Representative has reviewed of all planting areas.
- .2 Spread composted mulch to minimum depth of 50 mm (2").
  - .1 Ensure finish composted mulch layer is a minimum of 12mm (1/2") below adjacent hard landscape surfaces and edges.
  - .2 Ensure mulch is kept 125 mm (5") away from tree trunks and 75 mm (3") away from stems of shrubs.

### 3.13 Maintenance

- .1 Begin maintenance at time of planting and continue for a minimum of fifty-five (55) days or until Acceptance which ever is greater, at which time the Owner will take over maintenance.
- .2 If for any reason the Contractor elects, on his own without the written consent of the Owner's Representative to suspend maintenance operations he is to provide the Owner's Representative written notice of such action. Any damages or requirement for the replacement of plant material that as a result of the suspension of maintenance operations shall be the borne by the Contractor at no cost to the Owner.
- .3 Maintenance of plant material includes but is not limited to watering at intervals sufficient to maintain healthy, vigorous growth, weeding of plant beds and tree pits, cultivating of growing medium, pruning, only if requested, treatment of insects, moulds, fungi or disease to the Level 2 "Groomed" as per the BCNLA Landscape Standard, Current Edition or as directed by Owner's Representative.
- .4 Plant material shall be deep watered at least once per day when temperatures exceed 25 degrees Celsius (77 degrees F).
- .5 Contractor to ensure adequate moisture in plant root zone prior to winter freeze-up.
- .6 Ensure tree guards, stakes, flagging tape on tree guy wire and tree ties are kept secure, taught and in proper repair.

**3.14 Finish Grading**

- .1 All planted areas and all growing medium shall be fine graded after placing to the finished elevations and contours as detailed and specified herein. Surfaces shall be true to intended grades, smooth, uniform, and firm against deep foot printing, with a fine loose surface texture. Ensure all rough spots and low areas are eliminated to ensure positive surface drainage. Adjust grades to accommodate for mulch as specified/detailed.

**3.15 Cleaning**

- .1 All excess materials and other debris resulting from planting operations shall be removed from the job site.
- .2 Flush all walks and paved areas and rake all lawn areas clean to the satisfaction of the Owner's Representative.

**END OF SECTION 32 93 10**

## **PART 1: GENERAL**

### **1.1 General Requirements**

- .1 Refer to Division 1, General Requirements.
- .2 This section of the specification forms an integral part of the Contract Documents and is to be read, interpreted, and coordinated with all other parts.

### **1.2 Description**

- .1 Supply all products, labour, equipment, and services necessary to install a completely operating drainage system as indicated in the contract documents.

### **1.3 Related Work**

- |    |                              |                  |
|----|------------------------------|------------------|
| .1 | Site Preparation and Grading | Section 01 89 13 |
| .2 | Excavation and Backfill      | Section 31 23 10 |
| .3 | Growing Medium               | Section 32 91 13 |
| .4 | Plants and Planting          | Section 32 93 10 |

### **1.4 Submittals**

- .1 Record Drawings: Submit a suitably scaled reproducible copy of the "as-constructed" condition of the system. This drawing should be professionally drawn or produced with the use of computer-aided drafting/design (CADD) where possible. All components of the subsurface drainage system shall be shown as installed with clear measurements provided from an identifiable reference point.
- .2 Submit one graphic sieve analysis of the proposed bedding material and a one litre sample of the proposed drain rock.
- .3 If an alternative is proposed to any specified drainage components, submit samples and or manufacturer's data sheets for approval by Owner's Representative.

### **1.5 Protection**

- .1 Protect existing buildings, equipment, sidewalks, landscape reference points, monuments, markers and other completed work. Make good any damage resulting from work of this Contract at no expense to the Board.
- .2 Do not park vehicles on the site in areas where the work will be undertaken without express written consent of the Board. Utilize only such equipment/vehicles essential for construction of the system.
- .3 Trenching and other excavations for vaults, valve boxes etc. are not to be left open during non-work hours of operation unless they are protected to current WorkSafeBC Standards. Cover/mark/protect, as necessary, all open excavations to ensure public safety.

## 1.6 Site Conditions

- .1 Existing Conditions/Underground Services: Verify the existence and location of all on site utilities/underground services by hand digging or use of an electronic toning device or M-Scope. Mark the location of all buried cables, conduits, pipes etc. **prior to any trenching**. Cooperate with the Board and utility companies to keep their respective utilities in operation. Notify Owner's Representative immediately for directions as to the procedure should any piping utilities be encountered during excavation.
- .2 Site Preparation: Prior to the work of this Section, carefully inspect any installed work of other trades or contractors and verify all such work is complete to the extent that this work may commence properly.
- 3 Field Measurements: Make all measurements in the field and adjust the design to meet the on site conditions to ensure precise fit of items in accordance with the original design.
- .4 Discrepancies: In the event of a major discrepancy, errors or conflicts between the drawings and the actual site conditions, immediately notify Owner's Representative as to procedure before proceeding with work.
- .5 Repair to Underground Services: Repair all damage to underground services caused by the work of this Contract. Damage to services that are shown on the drawings or have been brought to the Contractor's attention in the field prior to commencement or during construction of the work shall be repaired in entirety at the Contractor's expense. Damage to services that were clearly unforeseen/unknown of existence (provided that all reasonable measures were undertaken by the Contractor to ascertain the existence of these services) shall be repaired in accordance with the Changes clause of the General Conditions. Notify Owner's Representative of damage immediately.

## PART 2: PRODUCTS

### 2.1 Drain Pipe

- .1 Perforated Pipe: 100mm or 150mm dia. **CSA** SDR-35 Rigid Perforated Drain Pipe.
- .2 Solid Pipe: 250 mm dia. SDR 35 Rigid Non Perforated Drain Pipe.
- .3 All pipes and fittings that are polyvinyl chloride (PVC) must conform to CSA B182.1-96M.

### 2.2 Drainage Structures

- .1 Area Drains: **The Park Board does not accept any plastic (PVC) drains or drainage structures.** Area drains should be designed for outdoor use, complete with square bolt-down cast iron or bronze grate and sediment bucket. Product to be heavy-duty grade and by Zurn, or pre-approved equivalent. All area drains shall be sized for area and to be a minimum of 8 inches square.

- .2 Lawn Basins/Catch Basins: Precast concrete barrels, lids and riser rings to ASTM C478 complete with galvanized steel rungs (where specified), sized to suit application and a minimum diameter of 600 mm. As supplied by Ocean Construction Supplies **or pre-approved equivalent**. Cast Iron grate and frame by Dobney Foundry (typical, No. B26 B grate and frame for 600 dia. precast concrete barrels, or equivalent).
- .3 Drain Rock: 19 to 25 mm (3/4"-1") diameter clear gravel drain rock (uniform clear crush or round free) and free of silt, sand and clay with the following gradations:
- | Sieve size      | % Passing (by weight) |
|-----------------|-----------------------|
| 25 mm (1 in)    | 100                   |
| 19 mm (3/4 in)  | 0 - 100               |
| 12.5 mm (No. 8) | 0 - 30                |
| 9.5 mm (No. 16) | 0 - 3                 |
- .4 Filter Gravel: Shall be bird's-eye clean gravel with 98% passing the 7.5mm (5/16") sieve, 95% retained by the 4.76 sieve and less than 1% passing the 2.36mm sieve. The material will be clean free of organic, oil, grease or toxic materials.

## 2.3 Filter Fabric

- .1 The Owner does not incorporate filter fabric in its subsurface drainage systems in lawn or planted areas.

## 2.4 Clean-Outs

- .1 Clean-outs are required on all drain lines.

## 2.5 Approved Equals

- .1 All items as specified or pre-approved equivalents.

# PART 3: EXECUTION

## 3.1 Inspection and Layout

- .1 Provide Owner's Representative 48 hours advance notice for inspection and approval of all subgrade prior to placing drain lines. Report any unsatisfactory conditions to Owner's Representative.
- .2 Layout the piping and drainage structure locations with flags or stakes and obtain the Owner's Representative's approval before proceeding. The layout shall be in accordance with the drawing(s). Route piping to take into account site elevation changes and locate drainage structures to maximize run-off collection. Alternative layouts shall be approved by Owner's Representative and indicated on the Record Drawings.

- .3 Coordinate exact locations of lines, clean-outs and structures, with planting locations to avoid conflicts and damage to plants during installation. Stake locations for approval by Owner's Representative. Verify grades for all drainage components.
- .4 Closing in Uninspected Work:
  - .1 Obtain approval of Owner's Representative before backfilling any sections of the subsurface drainage system.
  - .2 Any work closed in before inspection will be required to be exposed for inspection at no extra cost to the Owner.

### 3.2 Installation Specification

- .1 All excavation shall be undertaken in accordance with the City of Vancouver's Policy and Standard Operating Procedure- Soil and Excavation Water Contamination Management.
- .2 Area Drains: Excavate as required and perform all inlet and outlet connections as per drawings and or manufacturer's recommended installation methods. Backfill with drain rock and install as per details.
- .3 Lawn Basins: Excavate as required and perform all inlet and outlet connections as per drawings and or manufacturer's recommended installation methods. Backfill with drain rock and install as per details.
- .4 Clean-Outs: Excavate as required and perform all inlet and outlet connections as per drawings and or manufacturer's recommended installation methods. Backfill with drain rock and install as per details.
- .5 Trenching and Drain Pipe Installation:
  - .1 Open excavation shall be carried out in a safe and orderly manner and in accordance with the requirements of the Workers' Compensation Act of B.C. Approved shoring shall be used where required for safe working conditions.
  - .2 All trenches are to be hand or machine excavated. All trenches shall be dug on the alignment and to the depth required as shown on the drawings and as stated herein. Trenches are to be straight with uniform slopes to the bottom of all trenches.
  - .3 Where the pipes are to be laid in sub-surface material the trench shall be excavated to a depth at least 100 mm below the bottom of the pipe elevation or as detailed. **The tops of pipes are to be a minimum of 400 mm (15 in) below the final grades.**
  - .4 Prior to backfilling, all lines, connections and fittings shall be inspected by Owner's Representative where required.
  - .6 Trenches shall be at least 600mm away from paving stones or other hard surfaces to avoid undermining such surface or its edge retention.



- .7 Backfilling shall take place in an orderly fashion. Place drain rock material to the full width of the trench bottom, with minimum bedding depth to be 100 mm. Shape bed true to grade to provide continuous, uniform bearing surface for pipe. After pipe is in place, backfill to allow for a minimum of 200 mm of drain rock over the surface of the pipe. Place a uniform 75 mm of bird's eye gravel on top of drain rock. The remainder of the backfill to finish grade shall be with growing medium free of rocks and other unsuitable materials that could damage the pipe or create unusual settling conditions.
- .8 Compact the growing medium to the same density as the native material in the trench sidewalls to prevent differential settlement.
- .9 Contractor is responsible to repair all trenches which have settled below the adjacent grade for a period of one (1) year from date of Substantial Performance.
- .10 **The Owner does not accept any material refuse such as pipe pieces, rags, fittings or other waste left as backfill in any trenches.**
- .11 No drainage line shall be directly over and parallel to another drainage line or service line of any other trade. Ensure minimum horizontal and vertical clearance requirements as dictated by Canadian Electrical Code for all piping installations near any electrical conduit/service.
- .12 **Perforated and Solid SDR Pipe:** Place bedding and/or drain rock material and install pipe in locations shown as per details and plans. Comply with all the manufacturer's printed data and recommendations regarding pipe installation, cleaning, fitting preparation and correct joining techniques.
- .13 All pipe inverts shall be installed within 15mm of design grades and bedded to provide uniform falls to drain structures.

### 3.3 Site Maintenance/Clean-Up

- .1 The job site shall be kept in a neat, clean and orderly condition at all times during the installation process.
- .2 Trenching, laying pipe and backfilling shall be continuous so that the amount of open trenching at the end of each workday is minimized. Any open trench or other excavations shall be barricaded and marked with high visibility marking tape to current WorkSafeBC requirements.
- .3 Any damage to paving, planting or any other structures/elements due to settlement of improperly compacted trenches shall be immediately repaired at the Contractor's expense to satisfaction of Owner's Representative.
- .4 Remove and dispose of off site all surplus material, excess excavated materials, trash, debris and waste material from the work of this Section.

END OF SECTION 33 46 16



# Ash Park Renewal

8288 ASH STREET - VANCOUVER, BC

## Owner

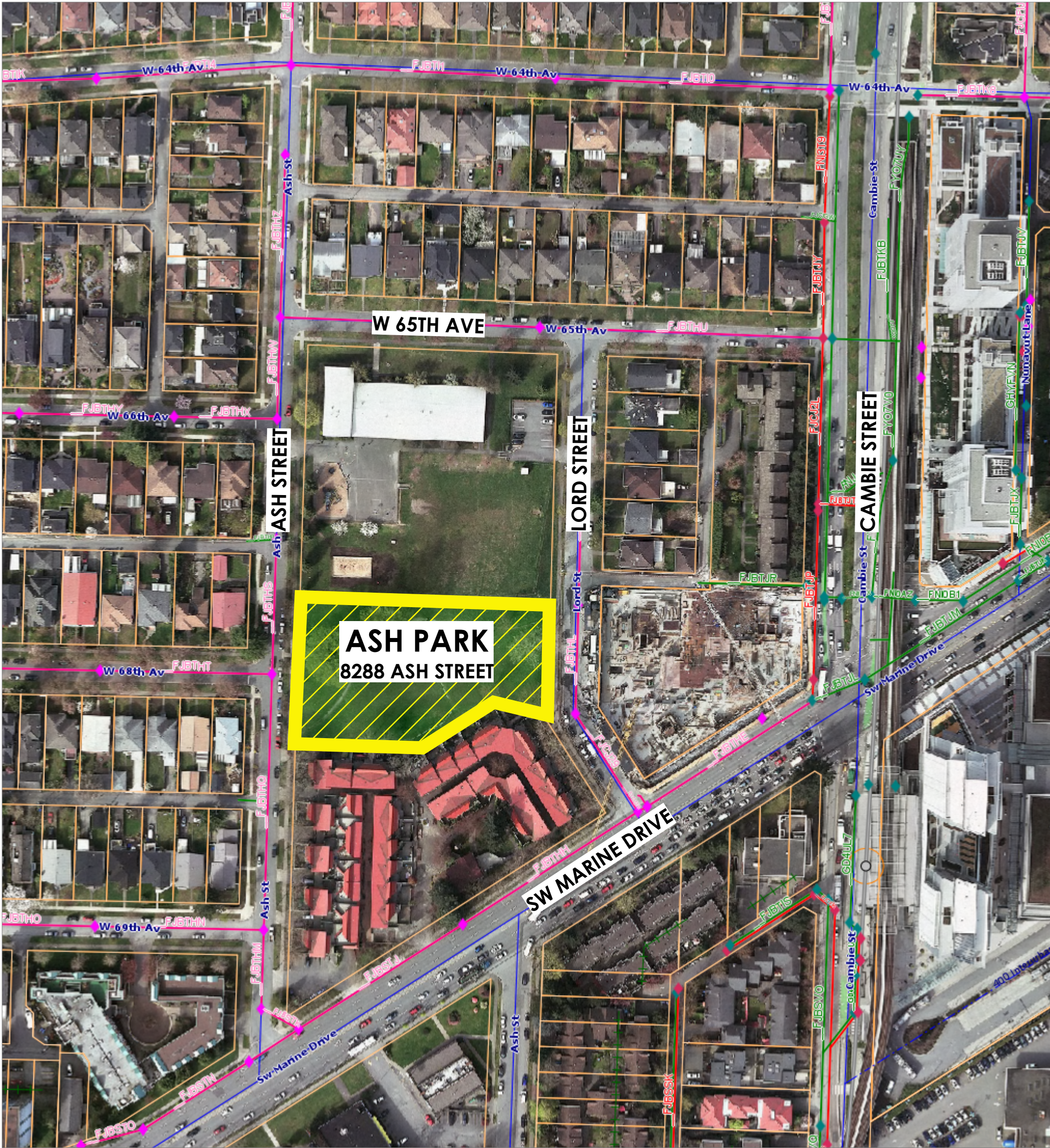
**CLIENT**  
Vancouver Board of Park and Recreation - CITY OF VANCOUVER  
2099 Beach  
Vancouver BC, Canada  
V6G 1Z4  
  
Contact: Liz Nguyen - Project Manager

## Consultants

**LANDSCAPE ARCHITECT**  
Durante Kreuk Ltd.  
102 - 1437 W 5th Avenue  
Vancouver BC, Canada  
V6J 1N5  
  
Contact: Jonathan Corlett - Project Manager

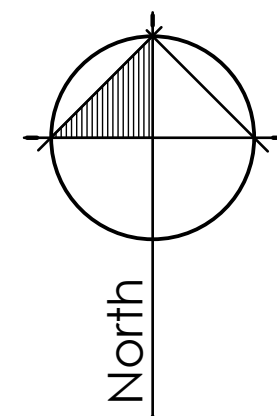
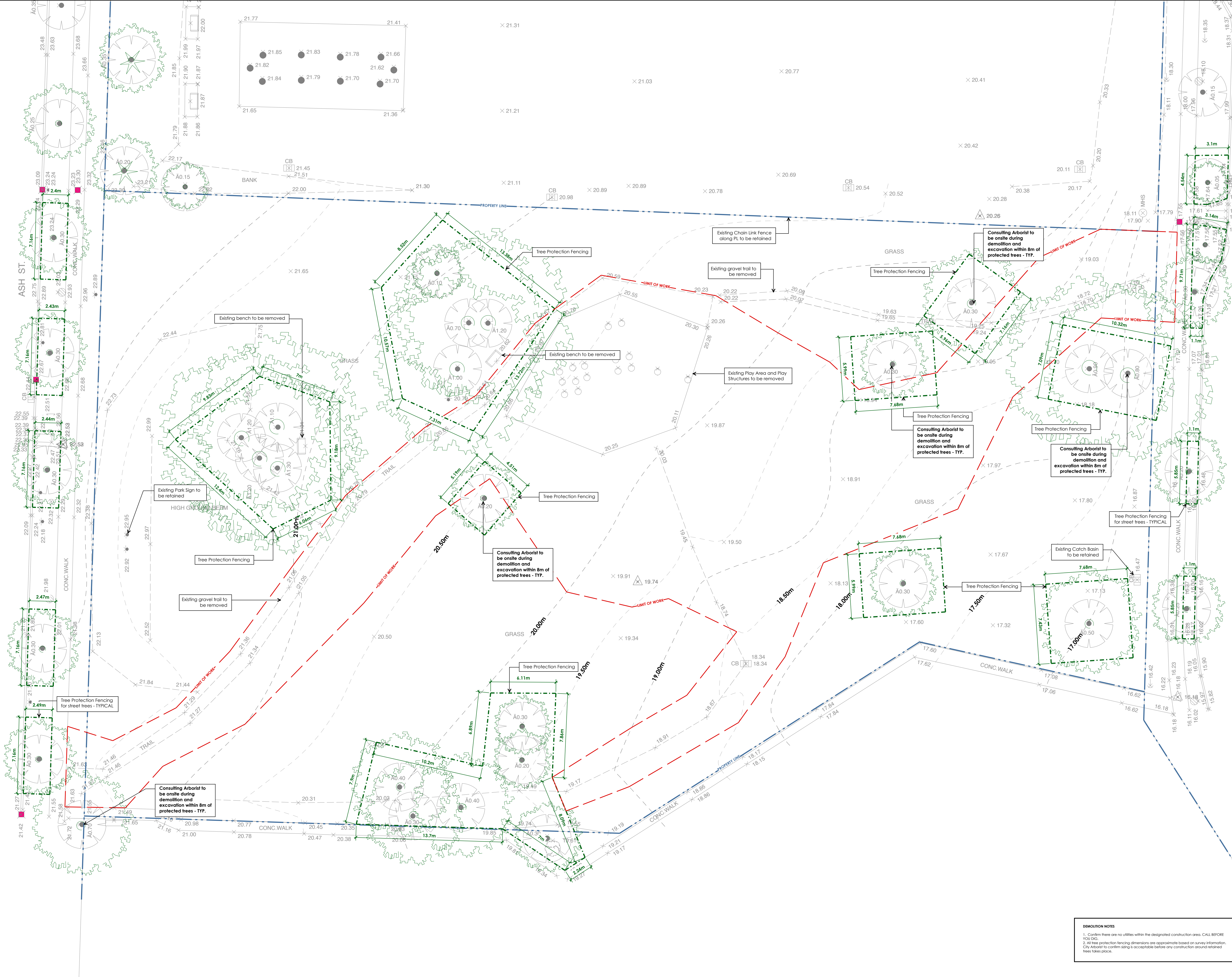
## Drawing List

LANDSCAPE PLANS		
L1.1	EXISTING CONDITIONS AND DEMOLITION PLAN	1:150
L1.2	MATERIALS	1:150
L1.3	GRADING & DRAINAGE PLAN	1:150
L1.4	PLANTING PLAN	1:150
L1.5	LAYOUT PLAN	1:150
LANDSCAPE DETAILS		
L2.1	LANDSCAPE DETAILS	AS SHOWN
L2.2	LANDSCAPE DETAILS	AS SHOWN
L2.3	LANDSCAPE DETAILS	AS SHOWN
L2.4	LANDSCAPE DETAILS	AS SHOWN



Key Plan





2020 09 25	Issued for Tender
2020 08 26	95% Working Drawings
2020 05 13	75% Working Drawings
2020 04 24	50% Working Drawings
2020 04 01	Concept Review
2020 03 06	Progress Drawing
no.:	date:
Revisions:	Item:

Durante Kreuk Ltd.  
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Project:  
**Ash Park Playground**  
  
8288 Ash Street  
Vancouver, BC

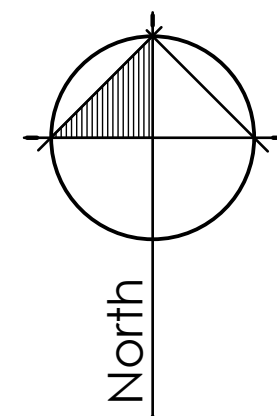
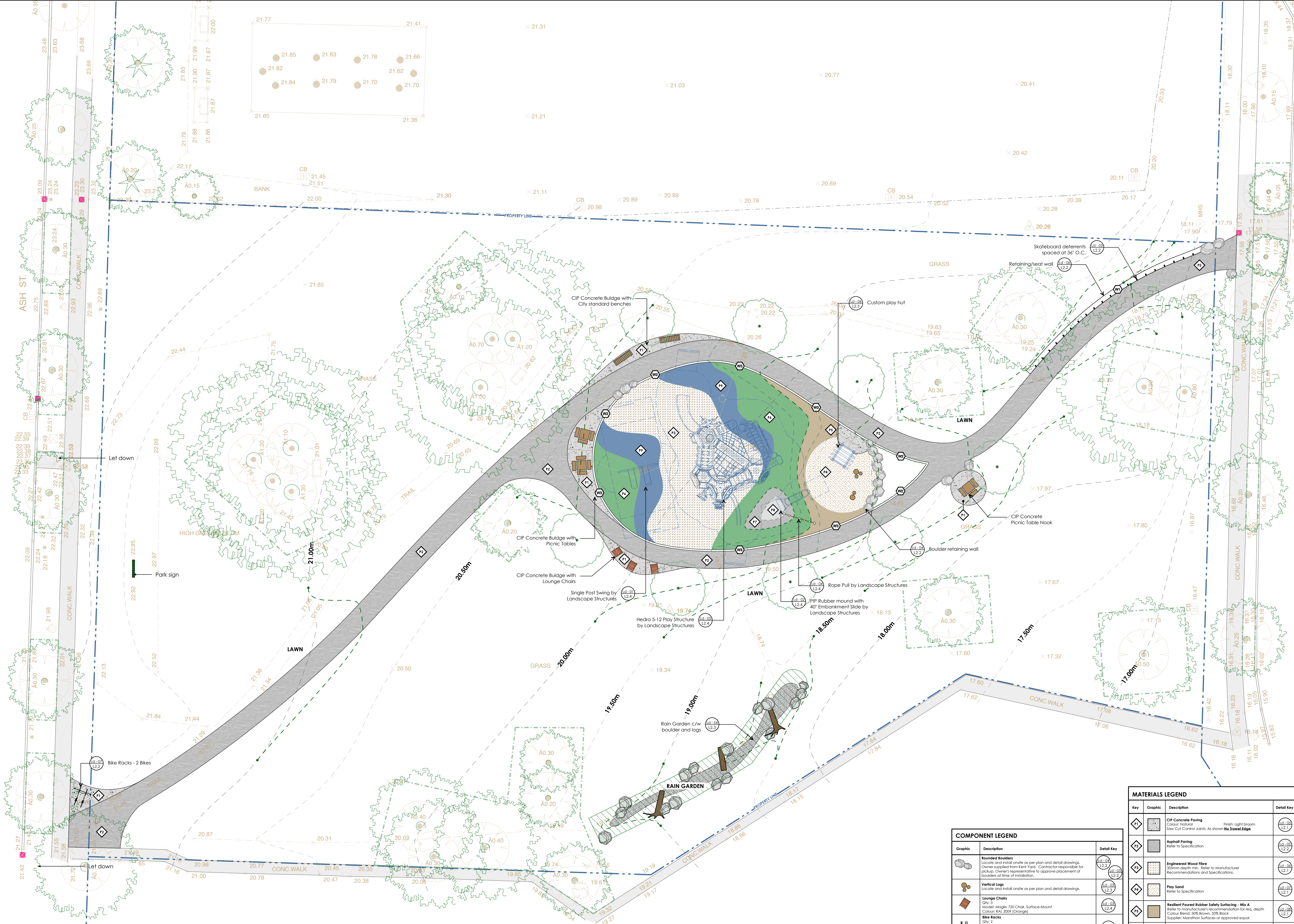
Drawn by:	JC
Checked by:	SJV
Date:	Sept 25, 2020
Scale:	1:150

Drawing Title:  
**Existing Conditions and Demolition Plan**

Project No.:  
**18055**  
  
Sheet No.:

**DEMOLITION NOTES**  
1. Confirm there are no utilities within the designated construction area. CALL BEFORE YOU DIG.  
2. All tree protection fencing dimensions are approximate based on survey information. City Arborist to confirm staking is acceptable before any construction around retained trees takes place.





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Project:  
**Ash Park Playground**  
  
8288 Ash Street  
Vancouver, BC

Drawn by: JC  
Checked by: SJV  
Date: Sept 25, 2020  
Scale: 1:150  
Drawing Title:

## Materials Plan

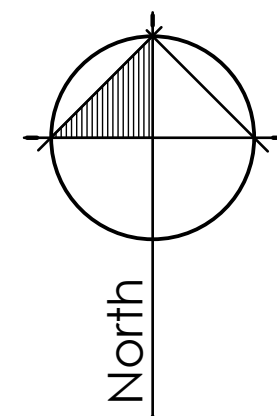
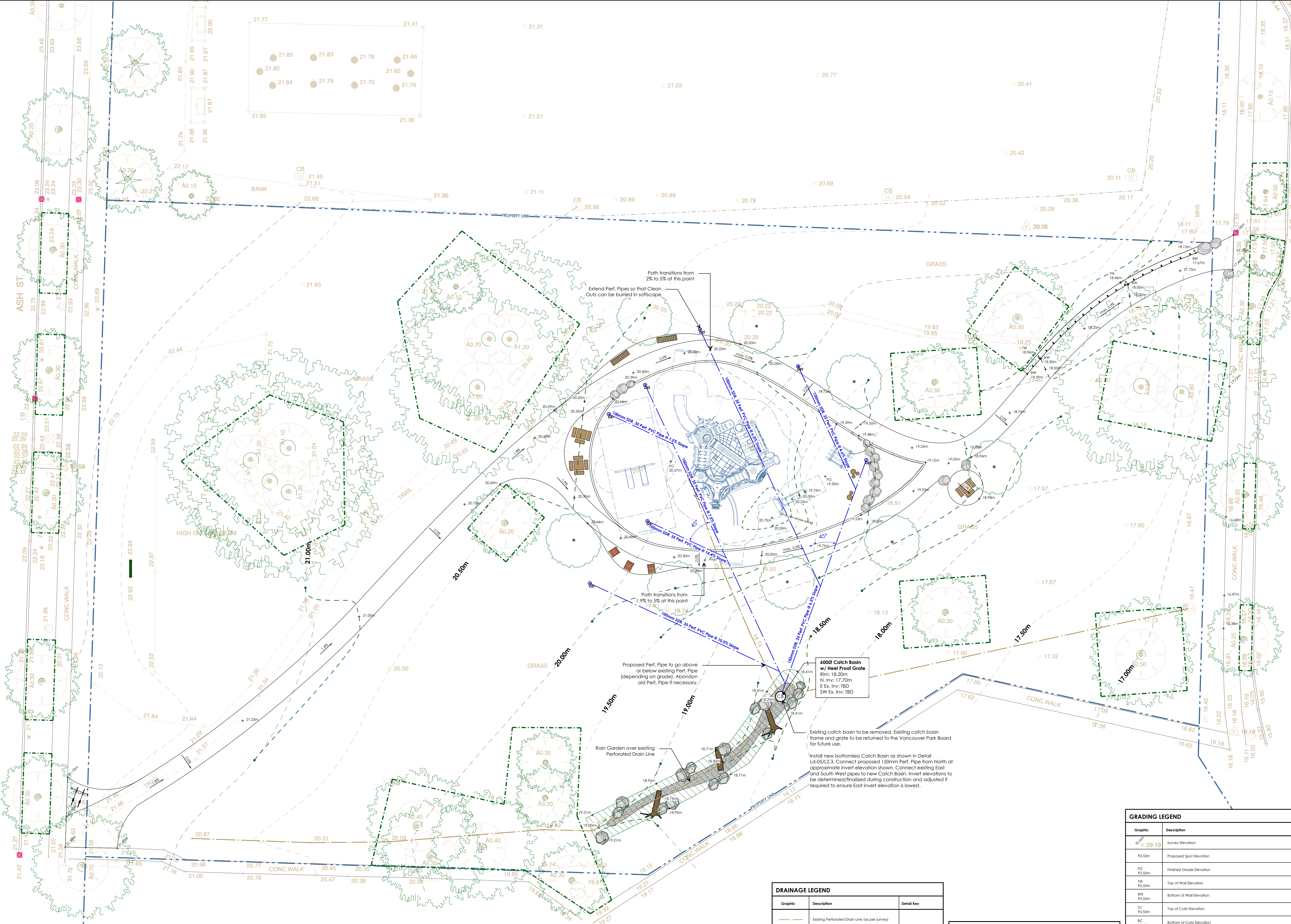
Project No.:  
**18055**  
Sheet No.:

WALL AND CURB TYPE SCHEDULE		
Key	Description	Detail Key
W1	457mm wide CIP Concrete Retaining/Seat Wall	(A1-08) (12.2)
W2	152mm wide CIP Concrete Curb at Wood Fiber / Softscape	(A1-09) (12.3)
W3	152mm wide CIP Concrete Curb at PP Rubber and Asphalt	(A1-10) (12.3)

COMPONENT LEGEND		
Graphic	Description	Detail Key
	<b>Bounded Boulders</b> Locate and install onsite as per plan and detail drawings. Owner supplied from Kent Tard. Contractor responsible for pickup. Owner's representative to approve placement of boulder at time of installation.	(A1-06) (12.2) (A1-07) (12.2)
	<b>Vertical Logs</b> Locate and install onsite as per plan and detail drawings.	(A1-08) (12.3)
	<b>Lounge Chairs</b> Qty: 3 Model: Maglin 720 Chair, Surface-Mount Colour: RAL 2009 (Orange)	(A1-09) (12.4)
	<b>Bike Rocks</b> Qty: 2 Model: VIVA Vancouver Bike Rock Living Leaf by Reel and Manufacturing Services Colour: RAL 100 80 80 Owner Supplied, Contractor Installed, Surface Mount	(A1-10) (12.2)
	<b>Benches</b> Qty: 2 Model: standard C&V bench, manufactured in-house. Owner Supplied, Contractor Installed, Surface Mount	(A1-11) (12.2)
	<b>Picnic Tables</b> Qty: 2 (144504423), 1 (144504424) Model: Frances Andrew Kingston, Surface-Mount Colour: Silver Metallic Owner Supplied, Contractor Installed, Surface Mount	(A1-12) (12.2)
	<b>Skateboard Deferents</b> Qty: 20 Model: BC Site Services Skateboard Guards Finish: Aluminum sand blast	(A1-13) (12.2)

MATERIALS LEGEND			
Key	Graphic	Description	Detail Key
		<b>CIP Concrete Paving</b> Colour: Natural Saw Cut Control Joints: As shown <b>No. Trowel Edge</b>	(A1-01) (12.1)
		<b>Asphalt Paving</b> Refer to Specification	(A1-02) (12.1)
		<b>Engineered Wood Fibre</b> 305mm depth min. Refer to Manufacturer Recommendations and Specifications.	(A1-03) (12.1)
		<b>Play Sand</b> Refer to Specification	(A1-04) (12.1)
		<b>Resilient Poured Rubber Safety Surfacing - Mix A</b> Refer to manufacturer's recommendation for req. depth Colour Blend: 50% Brown, 50% Black Supplier: Marathon Surfaces or approved equal	(A1-05) (12.1)
		<b>Resilient Poured Rubber Safety Surfacing - Mix B</b> Refer to manufacturer's recommendation for req. depth Colour Blend: 50% May Green, 50% Black Supplier: Marathon Surfaces or approved equal	(A1-06) (12.1)
		<b>Resilient Poured Rubber Safety Surfacing - Mix C</b> Refer to manufacturer's recommendation for req. depth Colour Blend: 50% Light Grey, 50% Black Supplier: Marathon Surfaces or approved equal	(A1-07) (12.1)
		<b>Resilient Poured Rubber Safety Surfacing - Mix D</b> Refer to manufacturer's recommendation for req. depth Colour Blend: 50% Eggshell, 50% Black Supplier: Marathon Surfaces or approved equal	(A1-08) (12.1)
		<b>Resilient Poured Rubber Safety Surfacing - Mix E</b> Refer to manufacturer's recommendation for req. depth Colour Blend: 50% Coast Blue, 50% Black Supplier: Marathon Surfaces or approved equal	(A1-09) (12.1)





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Project:  
**Ash Park Playground**  
  
8288 Ash Street  
Vancouver, BC

Drawn by: JC  
Checked by: SJV  
Date: Sept 25, 2020  
Scale: 1:150

Drawing Title:  
**Grading & Drainage Plan**

Project No.:  
**18055**  
Sheet No.:

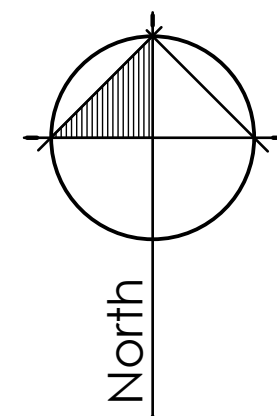
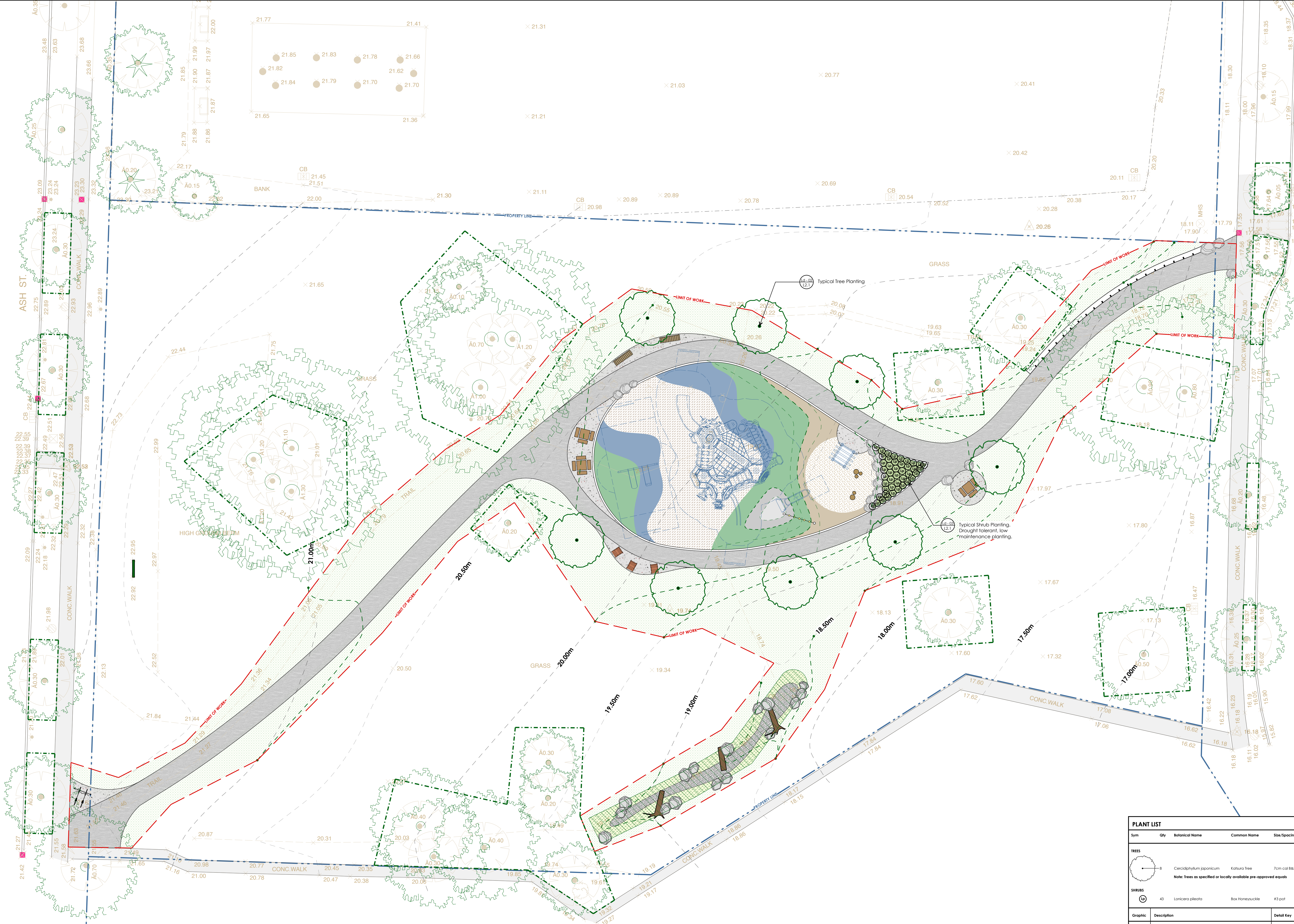
DRAINAGE LEGEND		
Graphic	Description	Detail Key
	Existing Perforated Drain Line (as per survey)	
	SDE 35 Rigid PVC Perforated Drain Line. Refer to drawings for line size.	
	SDE 35 Rigid PVC Cleanout. Buried minimum 150mm below finished grade.	
	600mm Catch Basin c/w Heel proof grate unless otherwise noted.	

- GRADING NOTES**
1. Contour intervals at 0.50m unless otherwise noted.
  2. Maximum slope shall be 4:1 on lawn areas.
  3. All lawn areas to be sloped to drain at min 2% slopes. Water pooling will not be accepted.
  4. All paving is to slope to drain (towards drainage structures or into the adjacent soft landscape). Water pooling on paving will not be accepted.
  5. All new paving adjacent to existing paving to be flush unless otherwise noted.
  6. If grading / digging within the existing tree root area, obtain approval by the Landscape Architect and/or City Arborist for root pruning of any roots larger than 175.
  7. If necessary, cut all roots with sharp tool.
  8. Minimize potential tree root damage.
  9. Minimize any new build-up on top of the existing roof system.
  10. Contours shown are to indicate grading intent only.
  11. Rise at existing features and utility structures to proposed grades.
  12. All subgrades to be graded to slope to subsurface drainlines.

GRADING LEGEND	
Graphic	Description
	Survey Elevation
	Proposed Spot Elevation
	Finished Grade Elevation
	Top of Wall Elevation
	Bottom of Wall Elevation
	Top of Curb Elevation
	Bottom of Curb Elevation
	High Point
	Invert Elevation
	Rim Elevation
	Proposed Contour Line
	Existing Contour Line
	Slope Direction (Down)

- DRAINAGE NOTES**
1. Refer to Existing Conditions and Demolition Plan for additional information on existing features / utilities.
  2. All lateral pipes to join main line at 45 degree angle in direction of drainage.
  3. All perforated and solid drainlines to be SDE 35 Rigid PVC.
  4. Perforated drainline located under resilient safety surfacing to be buried minimum of 400mm, unless otherwise noted.
  5. Contractor is fully responsible to identify all existing utilities prior to any work. Refer to Specification for additional information.
  6. All perforated drainline slopes can be adjusted to avoid any unnecessary excavation. Ensure pipe slope @ 1% minimum.





-	2020 09 25	Issued for Tender
-	2020 08 26	95% Working Drawings
-	2020 05 13	75% Working Drawings
-	2020 04 24	50% Working Drawings
-	2020 04 01	Concept Review
-	2020 03 06	Progress Drawing
no.:	date:	item:

Revisions:



Durante Kreuk Ltd.  
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Project:  
**Ash Park Playground**

8288 Ash Street  
Vancouver, BC

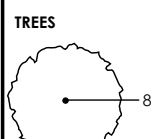





Drawn by:	JC
Checked by:	SjV
Date:	Sept 25, 2020
Scale:	1:150

Drawing Title:

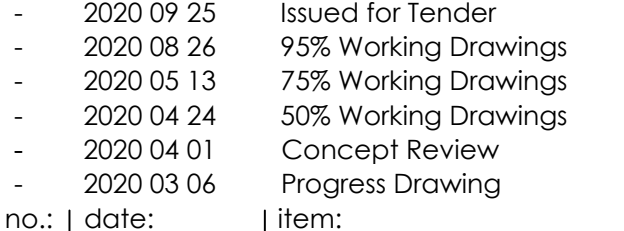
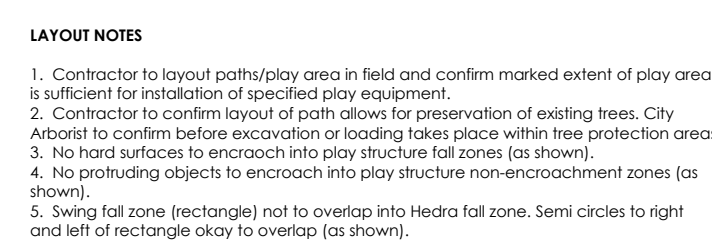
**Planting Plan**

Project No.:  
**18055**

Sheet No.:

PLANT LIST				
Sym	Qty	Botanical Name	Common Name	Size/Spacing
	8	Cercidiphyllum japonicum	Katsura Tree	7cm cal B&B
	Note: Trees as specified or locally available pre-approved equals			
	43	Lonicera pleata	Box Honeysuckle	#3 pot
Graphic	Description			Detail Key
	Sodded Lawn Refer to Specification			
	Hydroseeded Meadow Premier Pacific Low Grow Wildflower Mix Supplier: Premierpacificseeds.com Seed Rate: 2.28kg per 93 square Metres (5 lbs per 1000 square feet)			
Notes: Each tree to receive a min. 30m³ of growing medium, or min. 15m³ if connected to another tree using a trench. Refer to Vancouver Park Board's specification section 32.91.13 for more information.				





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Project:

# Ash Park Playground

8288 Ash Street  
Vancouver, B.C.

Drawn by: JC

Checked by: Sjv

Date: Sept 25, 2020

---

## Layout Pla

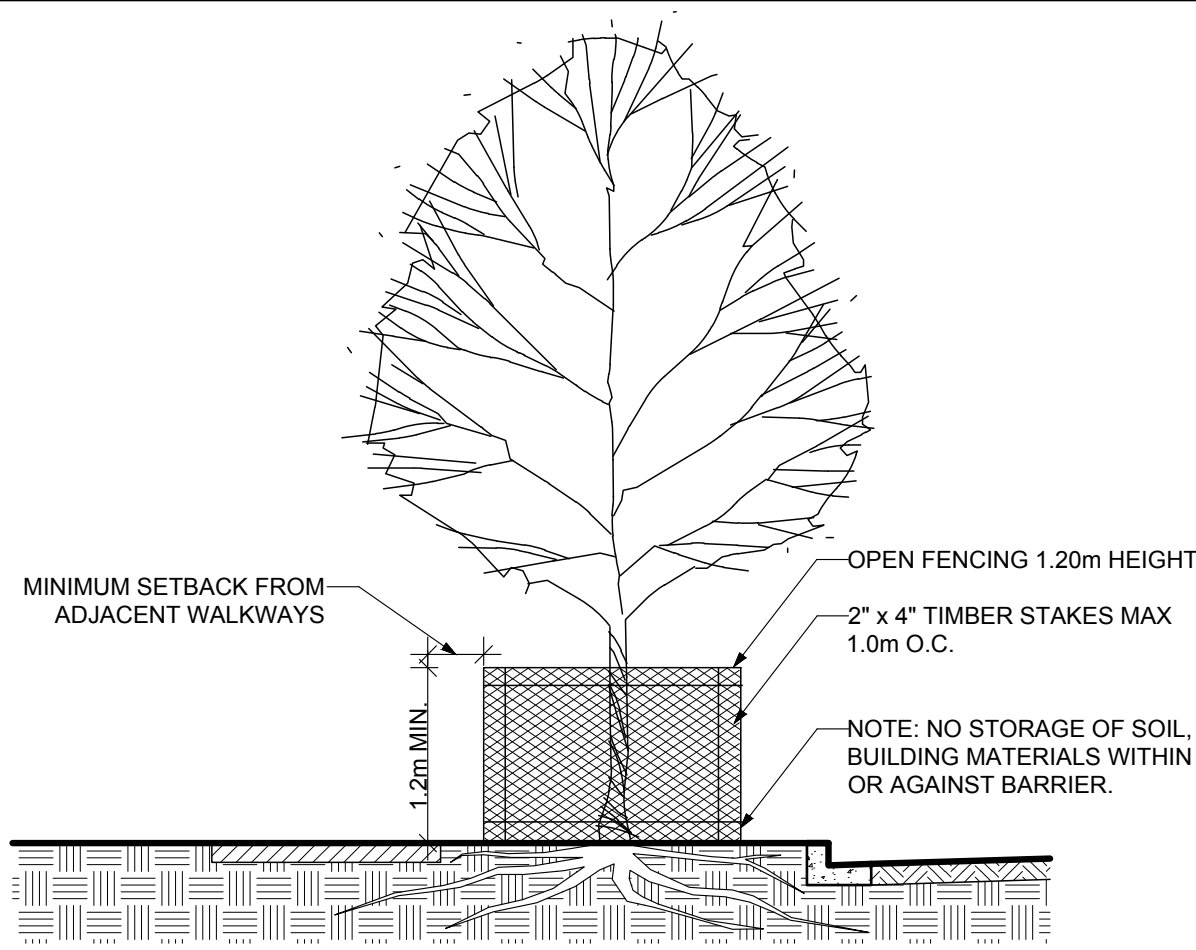
Project No.

1805

Sheet No.:

## 1.5





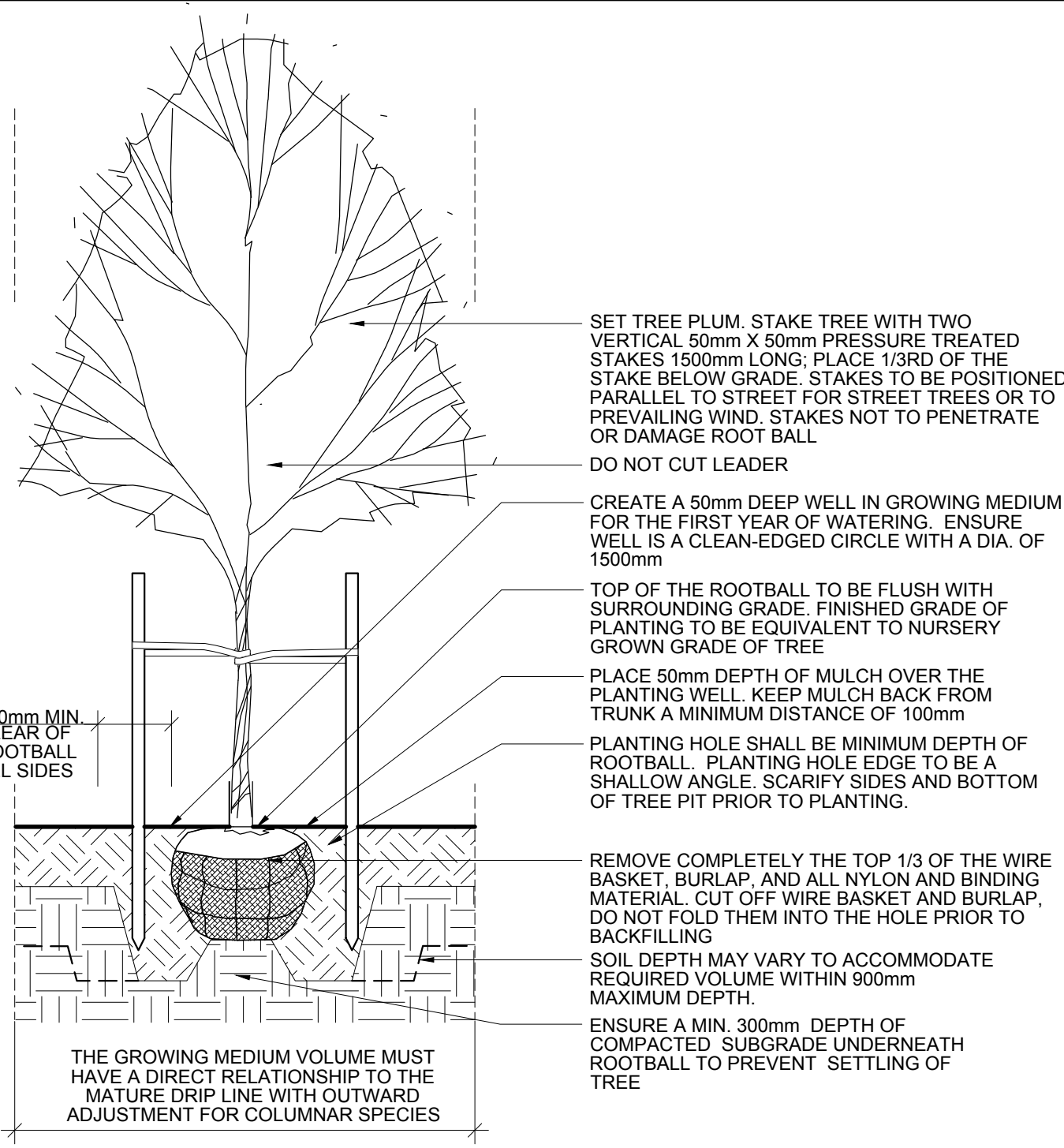
SCHEDULE A - TREE PROTECTION BARRIER

TREE PROTECTION DISTANCE TABLE

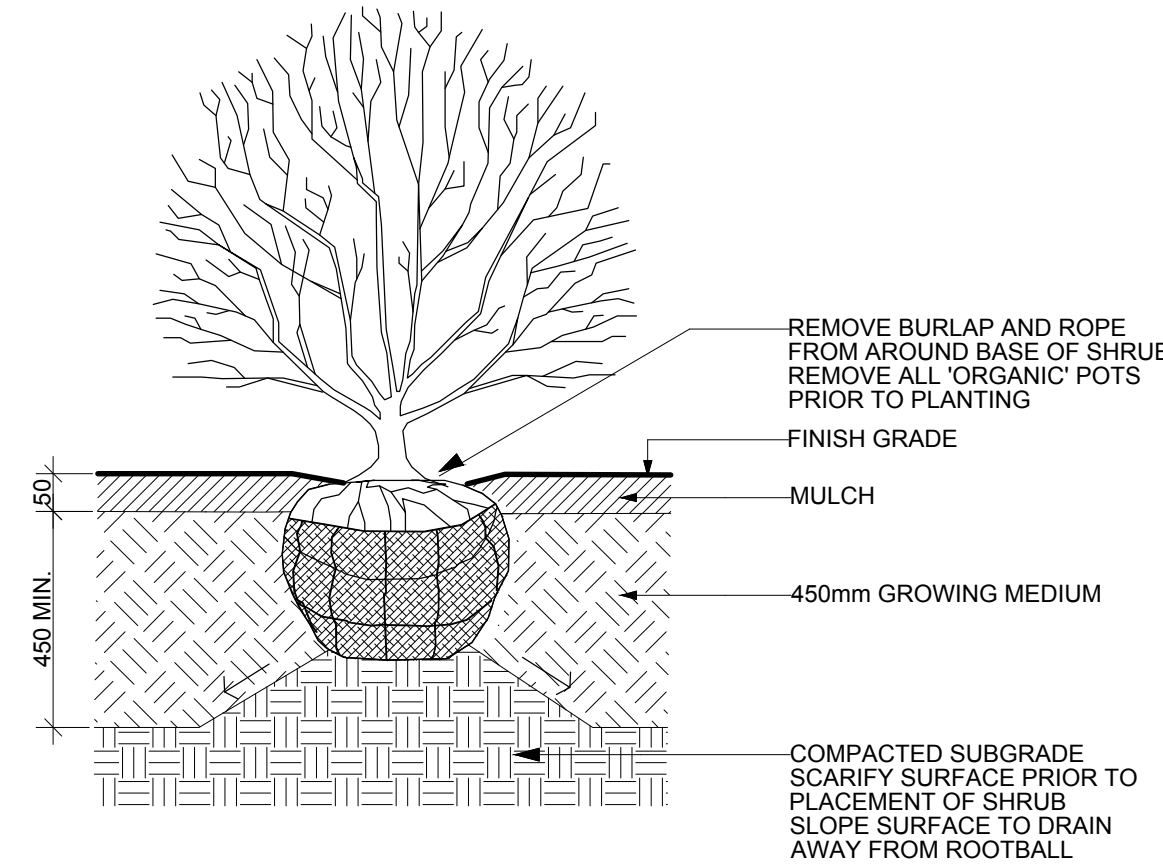
TRUNK DIAMETER CM	FT	MINIMUM DISTANCE FROM TRUNK (METERS)
20	0.6	1.2
25	0.8	1.5
35	1.0	2.1
40	1.2	2.4
45	1.3	2.7
50	1.5	3.0
55	1.7	3.3
60	2.0	3.6
75	2.5	4.5
90	3.0	5.0
100	3.3	6.0

**NOTE:**  
TREE PROTECTION BARRIERS MUST BE AT LEAST 1.20m IN HEIGHT AND CONSTRUCTED OF EITHER SNOW FENCING SECURELY FASTENED TO 2x4 TIMBER STAKES, OR METAL STAKES SPACED NO FURTHER THAN 1.00m APART.

Ld - 01  
L2.1  
Scale NTS  
**TREE PROTECTION BARRIER FENCING - COV STANDARD**

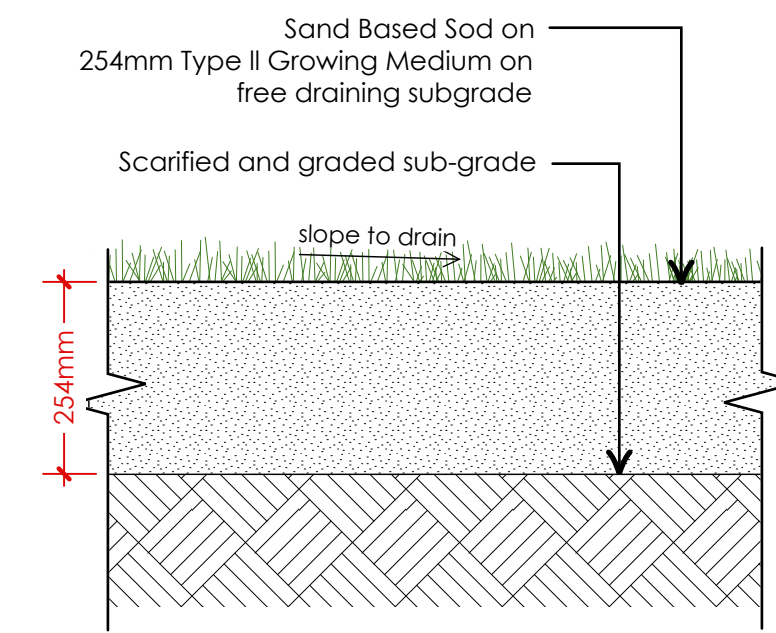


Ld - 02  
L2.1  
Scale NTS  
**TYPICAL TREE PLANTING - COV STANDARD**

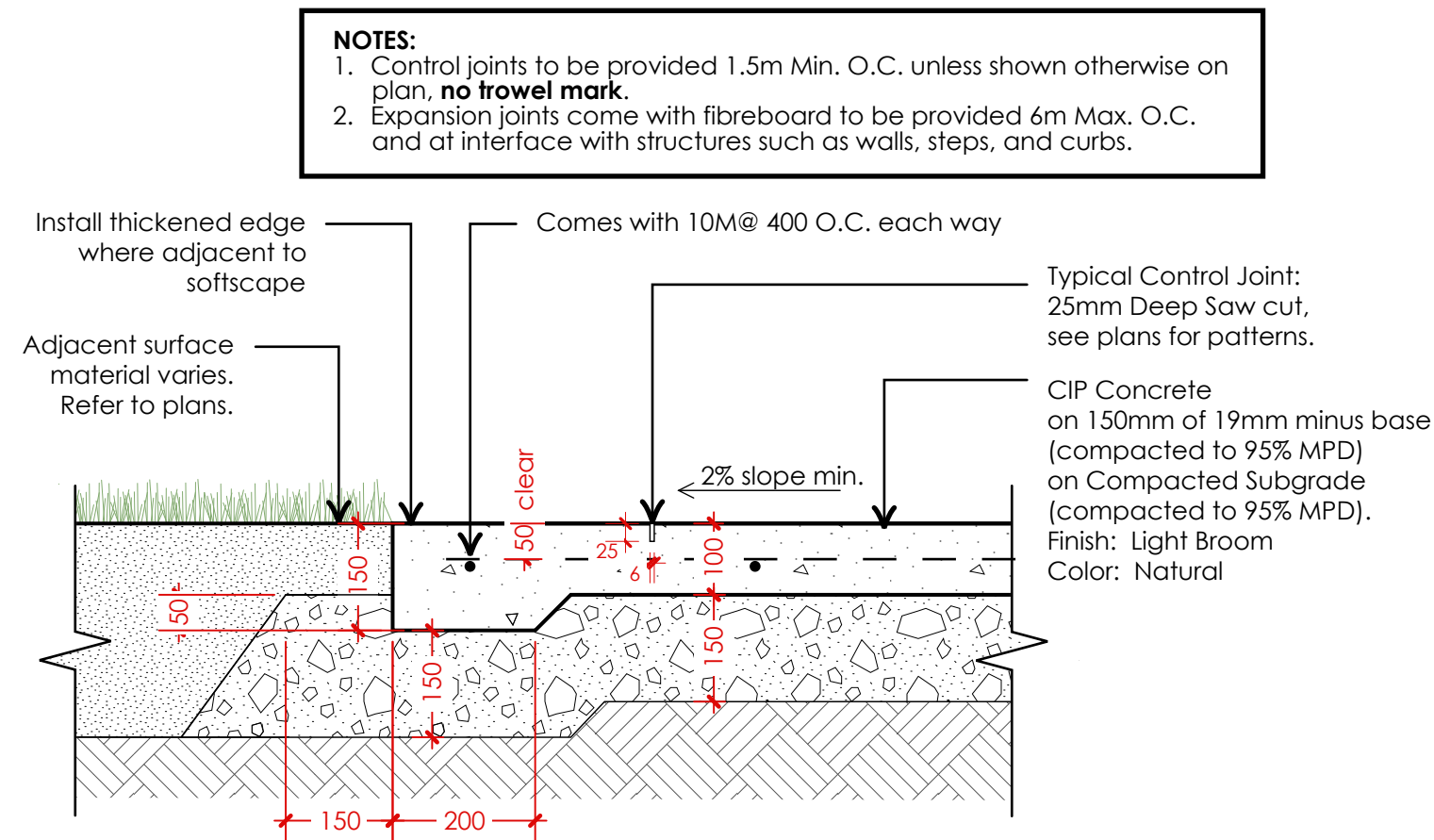


**NOTES:**  
1. SHRUB TO BE PLANTED WITH ELEVATION OF TOP OF ROOTBALL OR POT LEVEL WITH FINISH GRADE OF GROWING MEDIUM.  
2. COMPOSTED BARK MULCH AT 50mm DEPTH TO BE KEPT AT LEAST 50mm AWAY FROM STEMS OF SHRUB.  
3. PLANTING PIT MUST BE FREE DRAINING

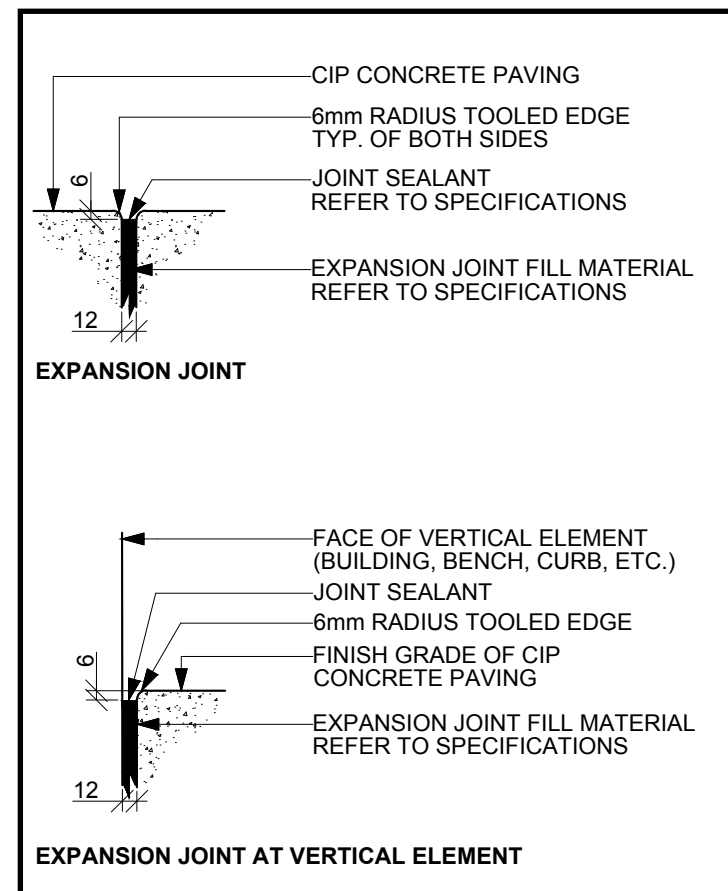
Ld - 03  
L2.1  
NTS  
**TYPICAL SHRUB PLANTING - COV STANDARD**



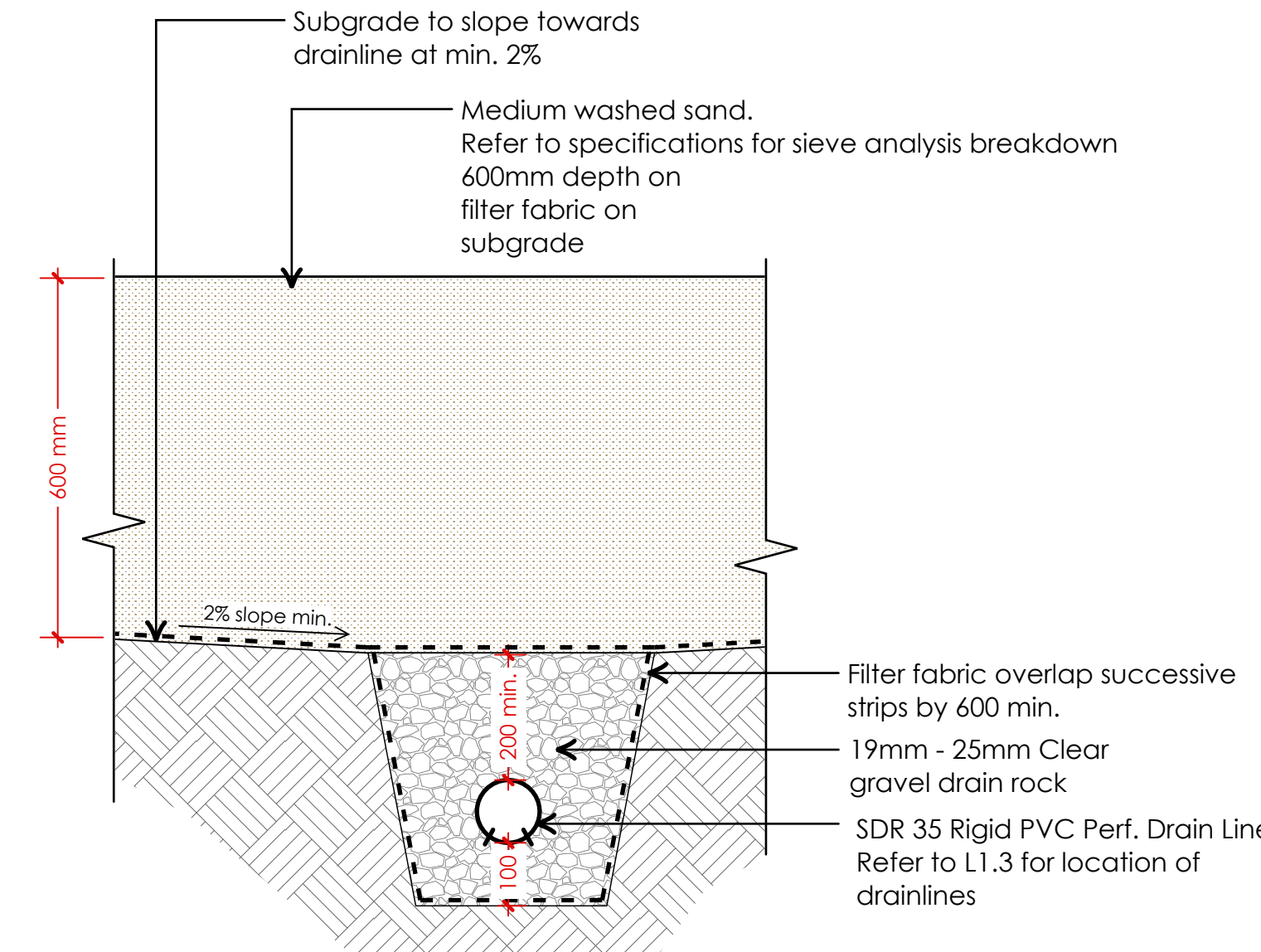
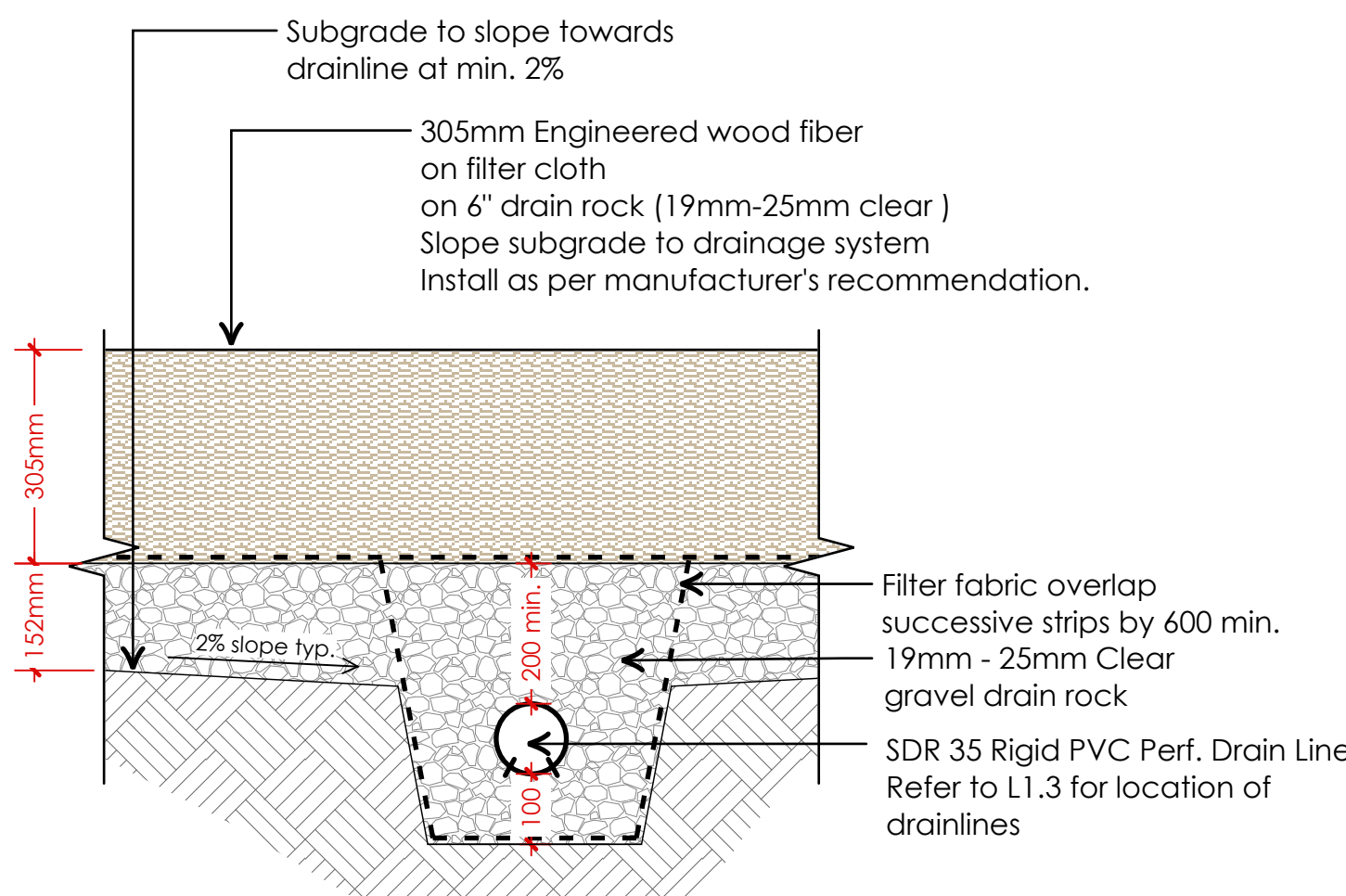
Ld - 04  
L2.1  
Scale 1:10  
**SODDED LAWN**



Ld - 05  
L2.1  
Scale 1:10  
**TYPICAL C.I.P. CONCRETE PAVING**

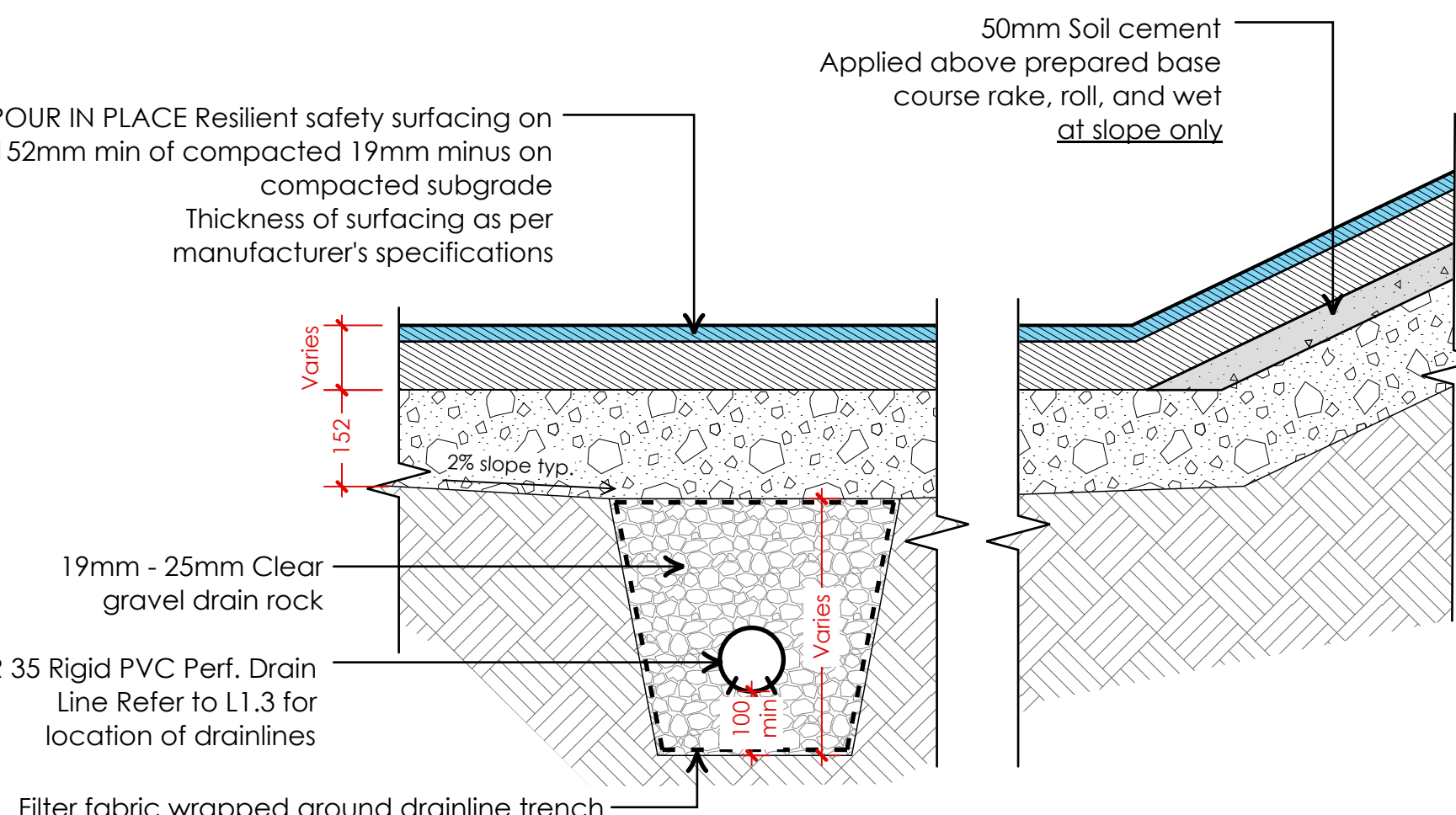


Ld - 06  
L2.1  
Scale 1:10  
**ENGINEERED WOOD FIBRE**



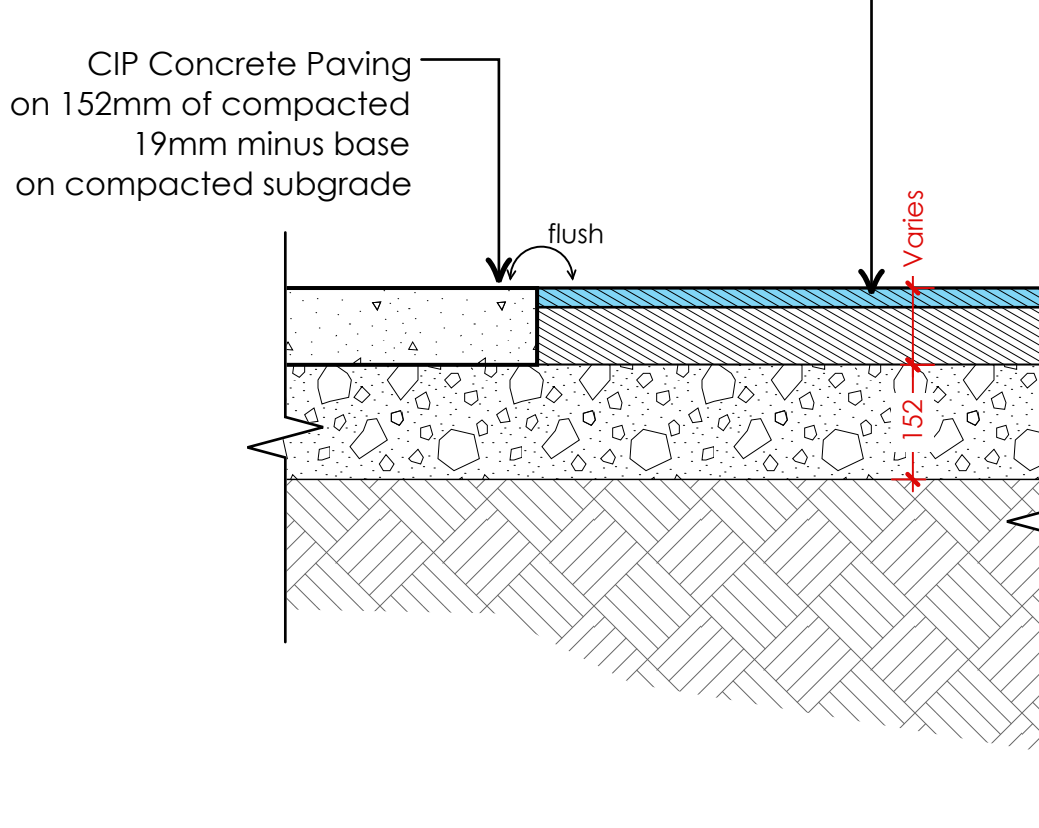
Ld - 07  
L2.1  
Scale 1:10  
**SAND PLAY AREA**

**NOTES:**  
1. Pour in place resilient safety surfacing provided by Marathon Surfaces. Refer to supplier specifications and recommendations.  
2. All depths to be as per manufacturer's specifications.

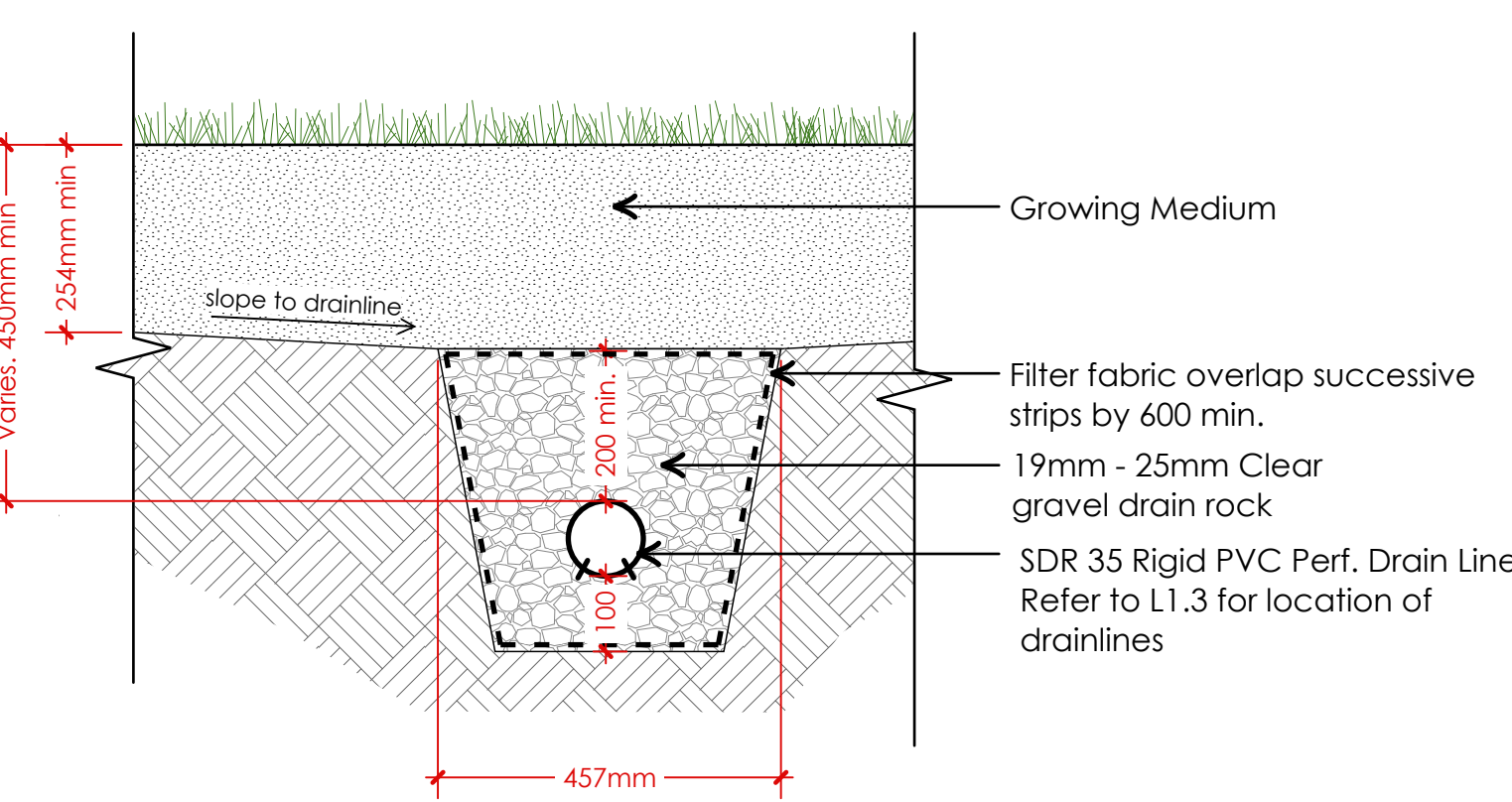
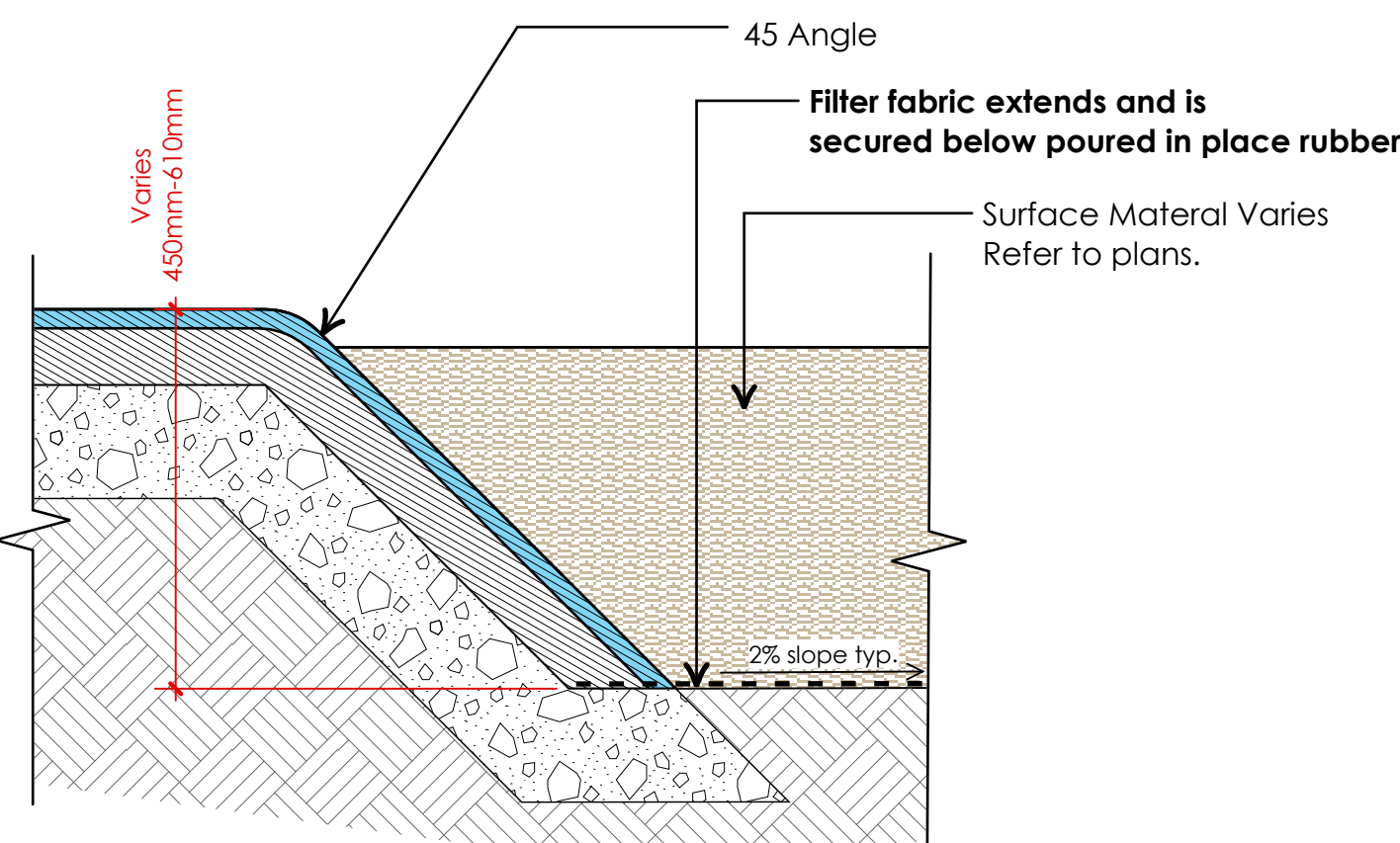


Ld - 08  
L2.1  
Scale 1:10  
**RESILIENT POURED IN PLACE RUBBER SAFETY SURFACING**

POUR IN PLACE Resilient safety surfacing on 100mm min of compacted 19mm minus base on compacted subgrade  
Thickness of surfacing as per manufacturer's recommendation



**NOTES:**  
1. Pour in place rubber safety surfacing supplied by Marathon Surfaces or approved equal. Refer to supplier specifications and recommendations.  
2. All depths to be as per manufacturer's recommendations.



Ld - 09  
L2.1  
Scale 1:10  
**INFILTRATION TRENCH AT LAWN OR PLANTING AREAS**

Revisions:

2020 09 25	Issued for Tender
2020 08 26	95% Working Drawings
2020 05 13	75% Working Drawings
2020 04 24	50% Working Drawings
no.:	date:
item:	

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Project:  
**Ash Park Playground**

8288 Ash Street  
Vancouver, BC

Drawn by: JC  
Checked by: SJV  
Date: Sept 25, 2020  
Scale: AS NOTED

Drawing Title:  
**Landscape Details**

Project No.:

18055

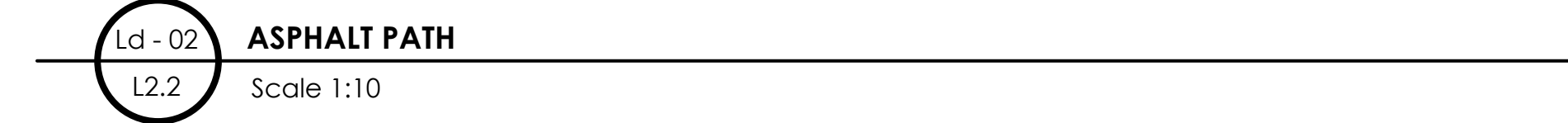
Sheet No.:

L2.1



- 
- NOTES:**
1. Clean-outs to be provided every 30m Min. along drain lines and anywhere pipes change direction.
  2. Clean-outs to have 10mm riser and buried a minimum of 150mm below finish grade/surface.
  3. All trenches to be minimum of 600mm away from hardscape.
- SDR 35 Rigid PVC cap NOT GLUED  
secured to top with metal screw &  
washer. 150mm min.  
below finished grade
- 100mmØ SDR 35 Rigid PVC pipe riser  
length varies
- Two 45° elbows
- SDR 35 Rigid PVC  
"Y" Fitting
- Growing medium
- Bird's Eye Gravel
- 19mm - 25mm Clear  
gravel drain rock
- SDR 35 Rigid Perforated PVC on  
min. 100mm clear gravel drain rock
- Undisturbed subgrade
- Slope to drain
- 150 min
- 250 min
- 75
- 200 min - 450mm Refer to spec
- 100

Ld - 01 **TYPICAL SUB-SURFACE DRAIN LINE CLEANOUT**  
L2.2 Scale 1:10

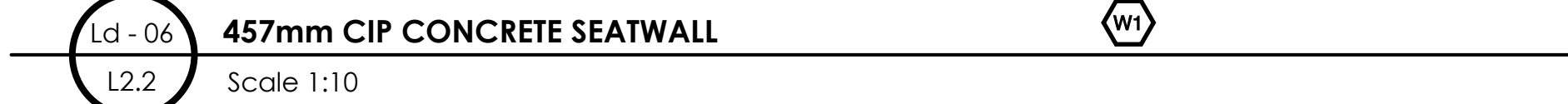


- 
- Technical drawing illustrating the installation of a boulder on a compacted base, showing cross-section and plan views.
- Dimensions:**
- 600mm - 1600mm Rounded Boulders**
  - min. 1/3 of boulder to be buried below adjacent finish grades on compacted base or subgrade**
  - 100 min.** (Vertical dimension for the top layer of adjacent surface material)
  - 600mm max.** (Vertical dimension for the boulder height above the finish grade)
  - 1/3 min.** (Vertical dimension for the boulder height below the finish grade)
- Adjacent surface material and finish grade varies. Refer to plans.**
- Adjacent Surface Material and finish grade varies. Refer to plans.**

Ld - 04 **TYPICAL BOULDER RETAINING**  
L2.2 Scale 1:10

- 
- Technical drawing illustrating the construction of a stone wall using rounded boulders. The drawing shows a cross-section of the wall structure, including the boulders, the compacted subgrade, and the adjacent surface material.
- Key dimensions and specifications:
- Adjacent surface material and finished grade varies. Refer to plans.
  - Fill in gaps with smooth concrete saddles.
  - Rounded Boulders with seating height between 355mm min. and 600mm max.
  - 1/3 of boulder to be buried below adjacent finish grades on compacted base on subgrade.
  - Adjacent surface material and finished grade varies. Refer to plans.
  - Compacted Sub Grade.

**Ld - 05 TYPICAL BOULDER**  
L2.2 Scale 1:10



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8288 Ash Street  
Vancouver, BC

- 
- VARIES - REFER TO LANDSCAPE PLANS
- VARIES. SEE TABLE DIMENSION
- PICNIC TABLE
- TAMPERPROOF HILTI 1/2" X 6" REDHEAD FASTENERS AS REQ. DRILL HOLES THROUGH PAD INTO GRANULAR BASE
- CONCRETE PAD
- FINISH GRADE ADJACENT CONDITION MAY VARY REFER TO PLANS
- GRANULAR BASE
- COMPACTED SUB GRADE
- SECTION

Ld - 07 **STANDARD PICNIC TABLE INSTALLATION**  
L2.2 Scale NTS



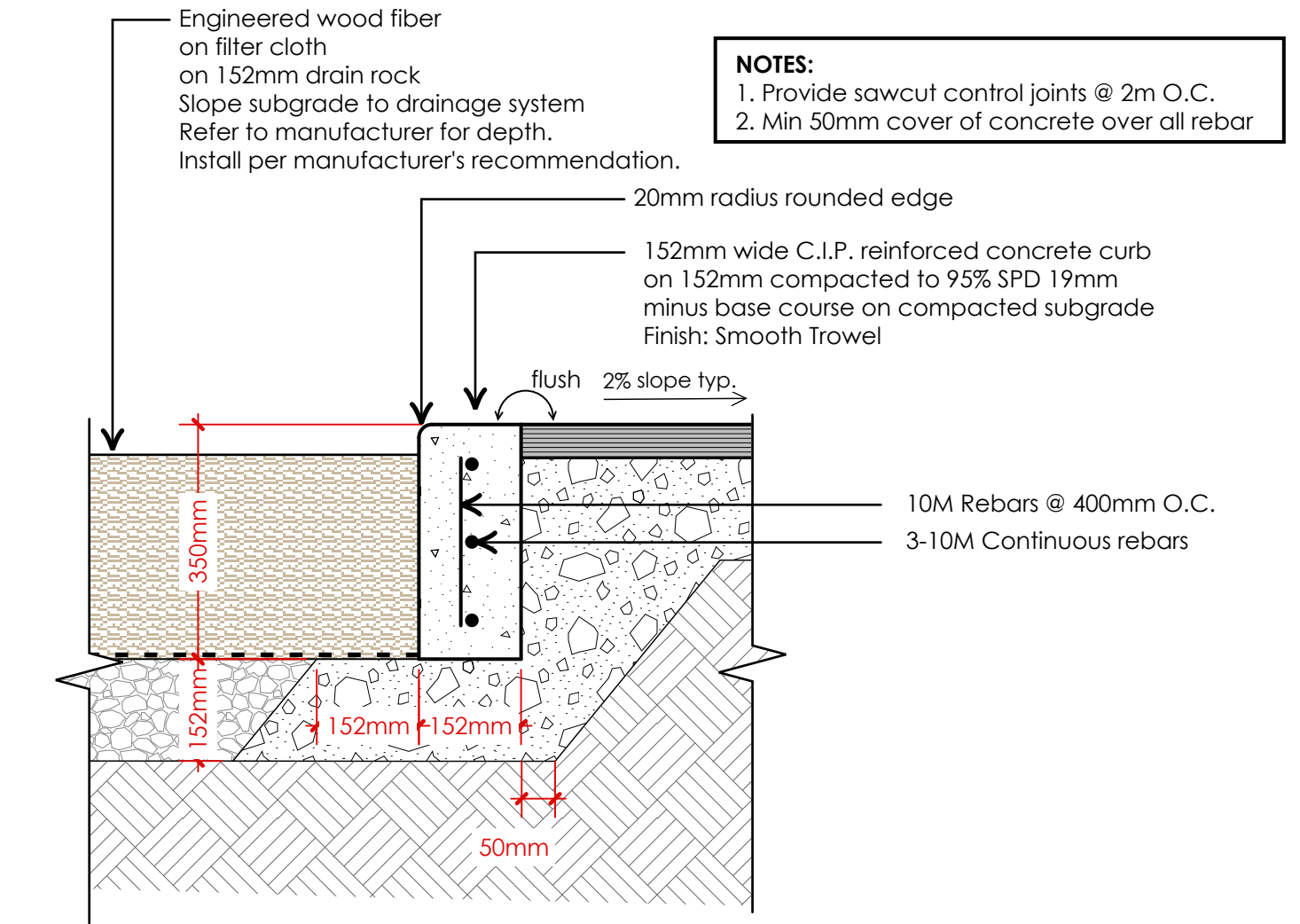
**DESCRIPTION**  
"Living Leaf" was designed to reflect Vancouver's aspiration to become one of the greenest cities of the world. The design resembles two leaves joined as one, which symbolizes the unification of our society. How only together we will achieve urban sustainability.

### Landscape Details

Sheet No.

## L2.2

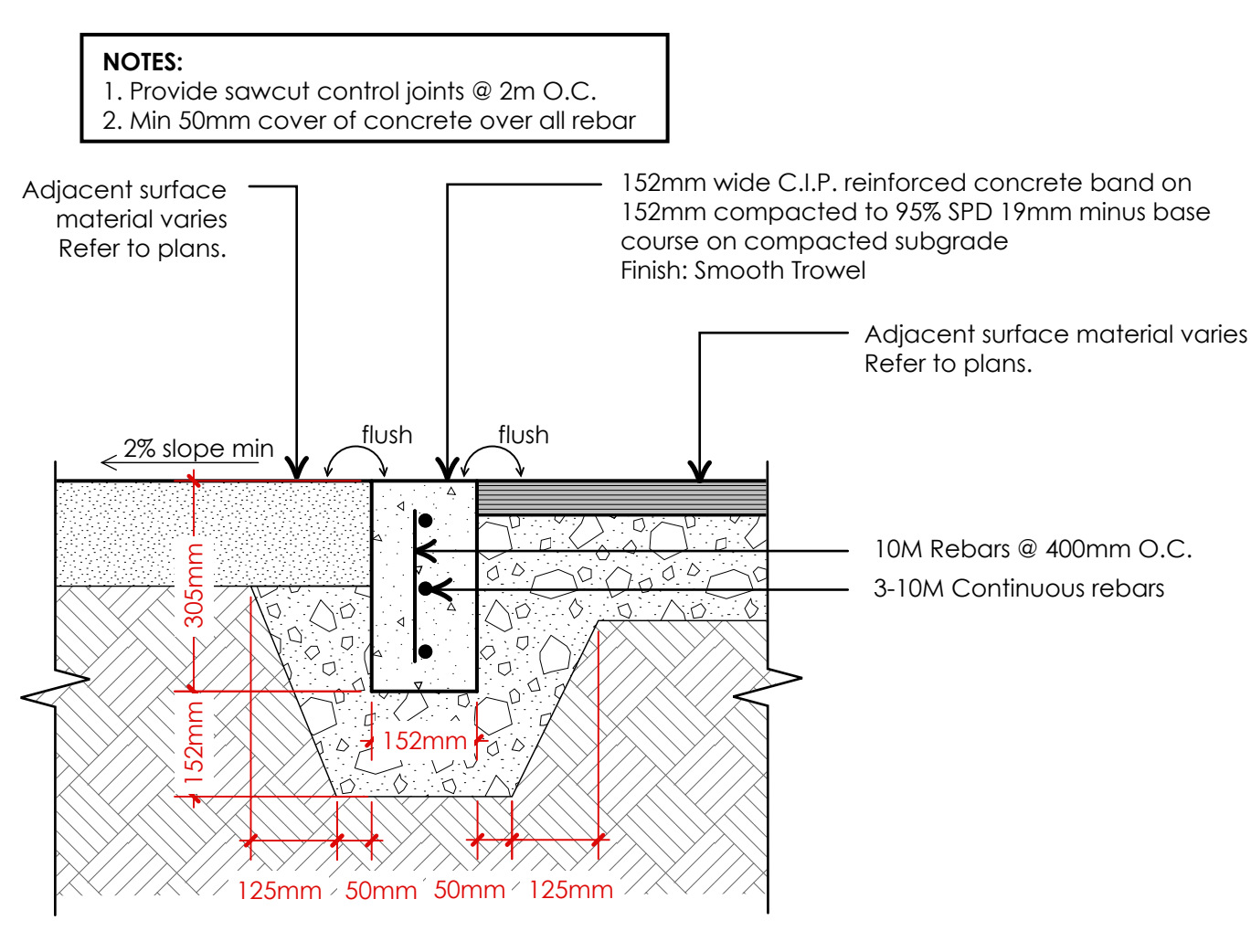




Ld - 01 152mm CIP CONCRETE CURB AT ENGINEERED WOOD FIBRE

L2.3 Scale 1:10

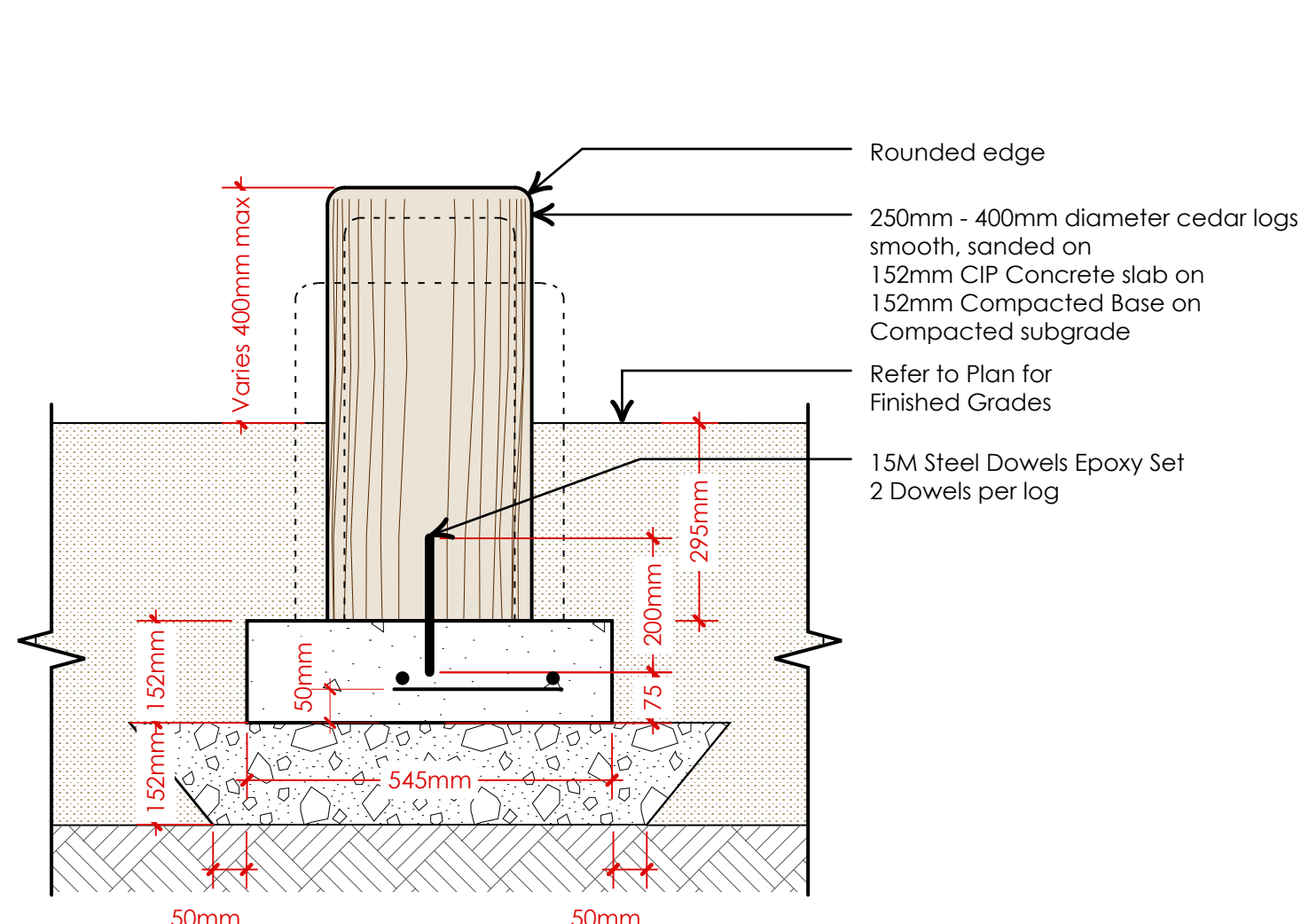
W2



Ld - 02 152mm CIP CONCRETE BAND AT PIP RUBBER

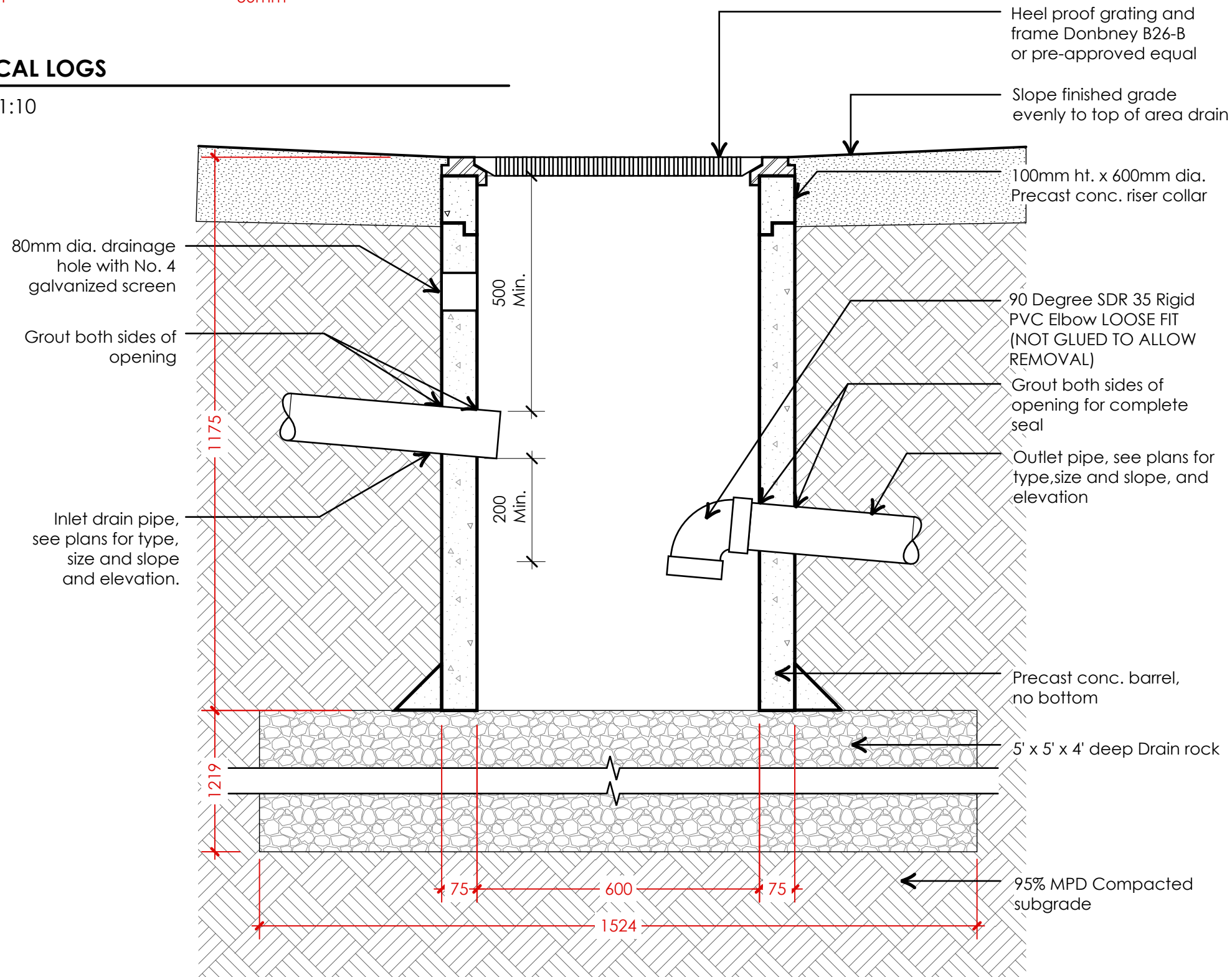
L2.3 Scale 1:10

W3



Ld - 03 VERTICAL LOGS

L2.3 Scale 1:10



Ld - 05 TYP. CATCH BASIN / LAWN BASIN

L2.3 Scale 1:10

- 2020 09 25 Issued for Tender  
- 2020 08 26 95% Working Drawings  
- 2020 05 13 75% Working Drawings  
- 2020 04 24 50% Working Drawings

no.: date: item:

Revisions:

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Project:

## Ash Park Playground

8288 Ash Street  
Vancouver, BC

Drawn by: JC

Checked by: SjV

Date: Sept 25, 2020

Scale: AS NOTED

Drawing Title:

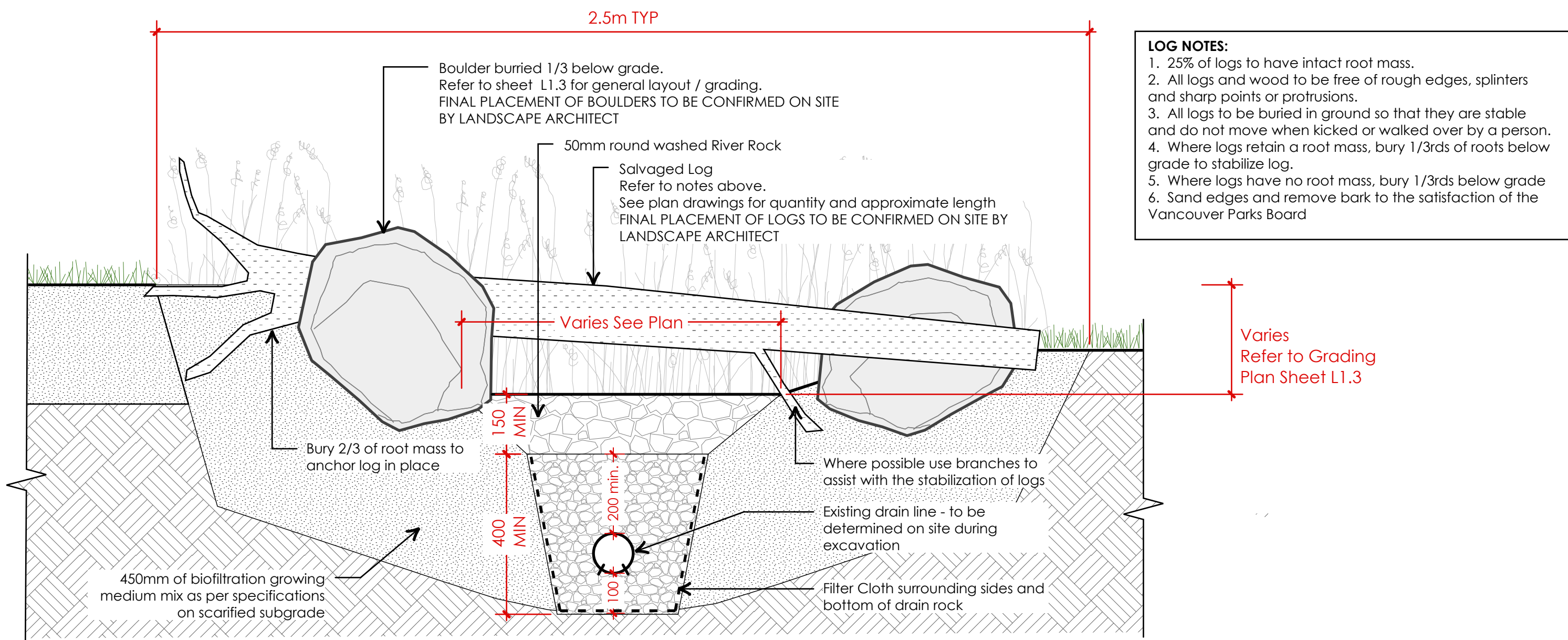
## Landscape Details

Project No.:

18055

Sheet No.:

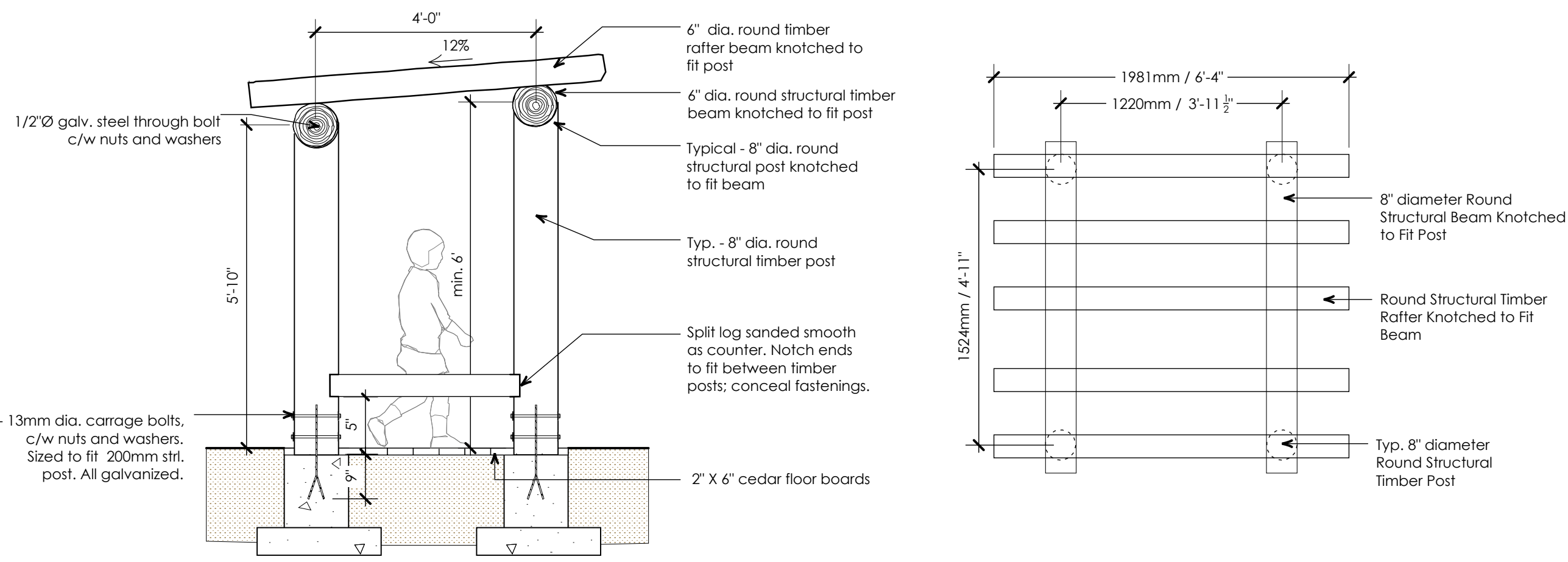
L2.3



Ld - 04 STORMWATER INFILTRATION / RAINGARDEN

L2.3 Scale 1:10

**NOTES:**  
1. Play hut custom built by Paul Dirks: Contact Paul at Dirks Landscape Design. www.dirksnaturalplaygrounds.ca  
2. All wood decking lumber to be Western Red Cedar #1 grade timber, S4S, lengths to suit. Rough cut for trellis structures.  
3. Sand smooth all vertical posts. Finish with clear non toxic stain.  
4. Submit shop drawings for review and approval by landscape architect  
5. Ensure max. cantilever decking distance around entire deck edge to be no more than 100mm. Construct sleeper layout to suite decking area dimensions.  
6. Refer to Corresponding Landscape Plan for all structural and safety surface (rubber/concrete/wood/sand) locations and layout.  
7. Please provide stamped Engineered Shop Drawings for all specified metal/ wood connections.  
8. Use only all natural, non toxic oil wood finish, such as Broda PRO-TEK-TOR, color natural lite, on wood surfaces  
9. All fasteners, bolts to be hot dipped galvanized. Connections to be counter sunk and concealed.  
10. Depth of footings to be confirmed based on depth and quality of subgrades.



SIDE ELEVATION

PLAN VIEW



Two counters on opposite sides of hut - 16" from top of wood floor to top of counter  
No back bench required. Play hut will act as a "walkthrough" with entrances at both ends.



No small entry counters required at either end.  
No back bench required. Play hut will act as a "walkthrough" with entrances at both ends.

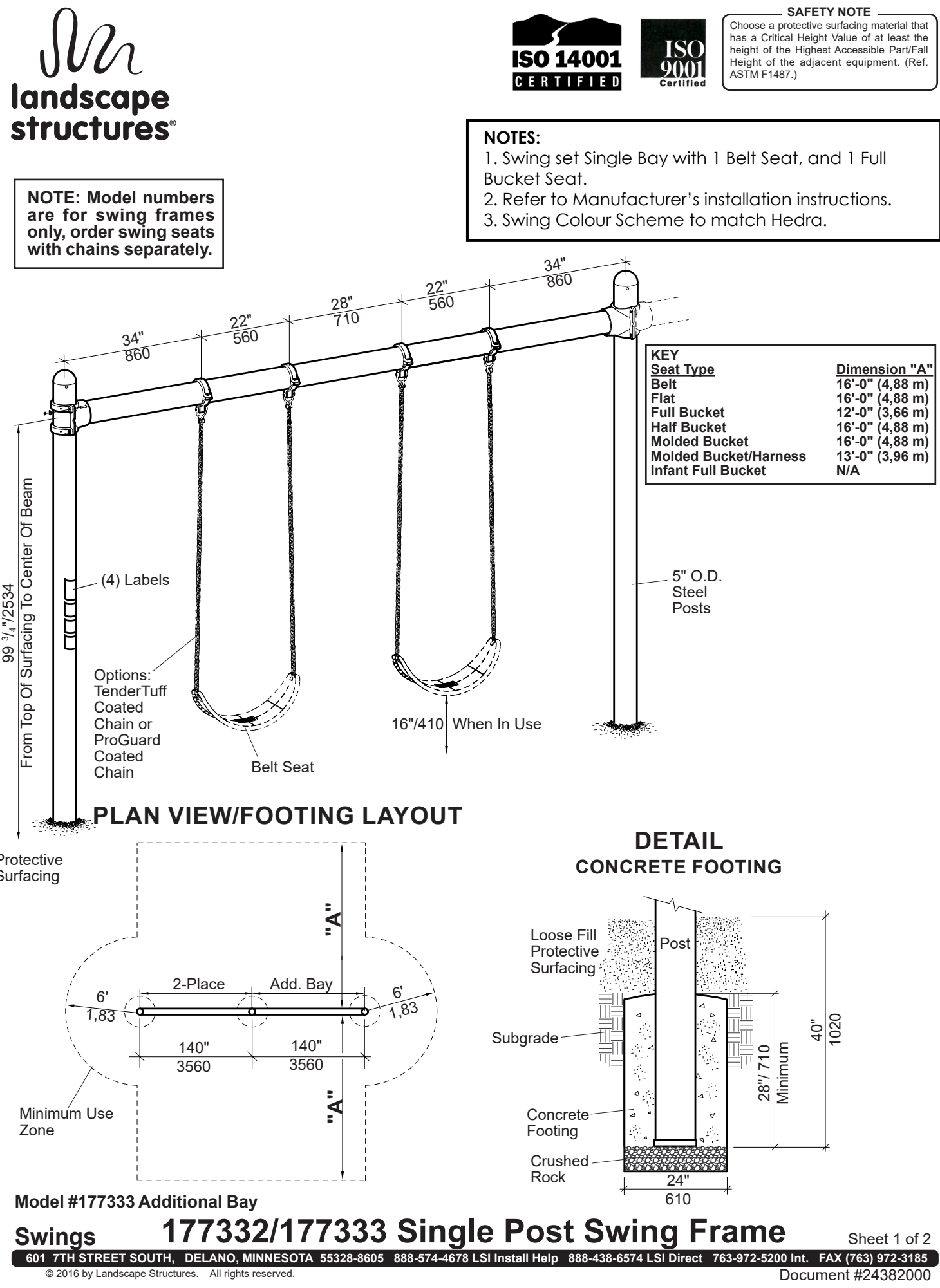
NOTE: THESE IMAGES ARE FOR REFERENCE ONLY - REFER TO CALLOUTS AND MARKUPS SHOWING WHAT PROPOSED HUT REQUIRES.

Ld - 06 CUSTOM PLAY HUT

L2.3 Scale 1:25

L2.3



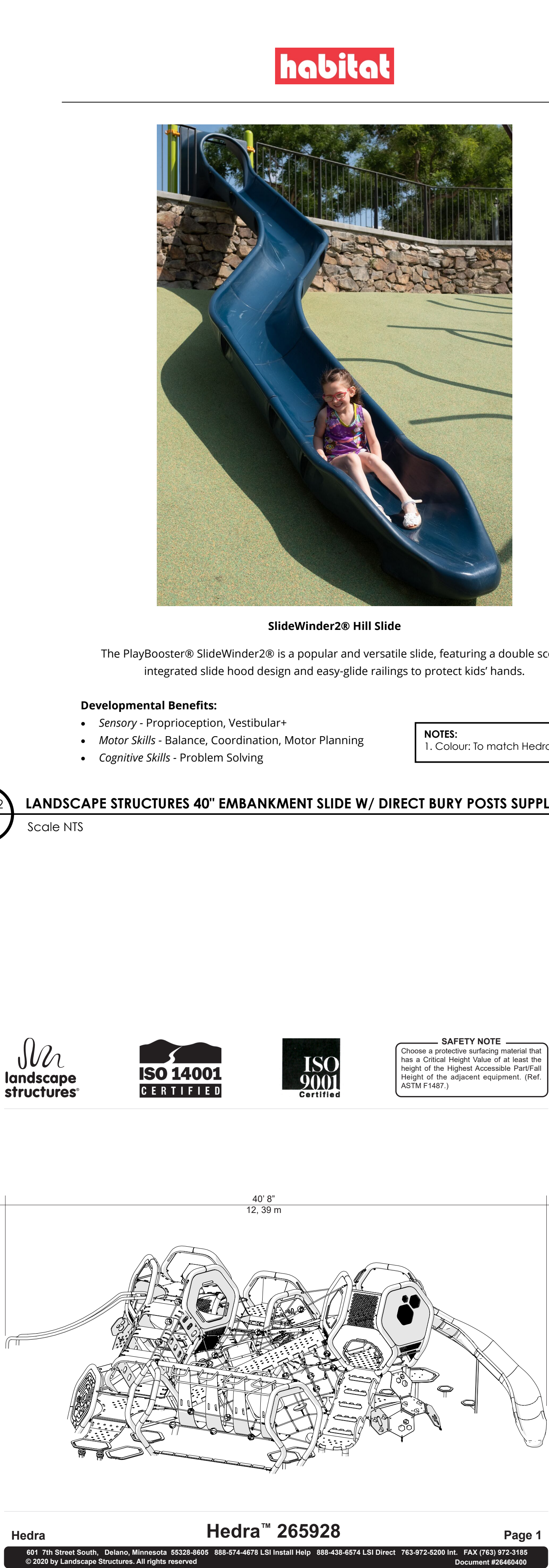


\*Note: custom product - above image is for reference only

Hillside Rope Pull Climber

The unique hillside rope provides children with a fun way to conquer the hillside while they work on building upper body strength and motor coordination. They can easily incorporate this rope pull into many imaginative games and creative play opportunities.

- Developmental Benefits:
- *Sensory* - Proprioception, Tactile, Vestibular+
  - *Motor Skills* - Agility, Balance, Cardiovascular, Coordination, Endurance, Motor Planning, Core, Upper & Lower Body Strength
  - *Cognitive Skills* - Problem Solving
  - *Social Skills* - Social Skill Development, Imaginative Play

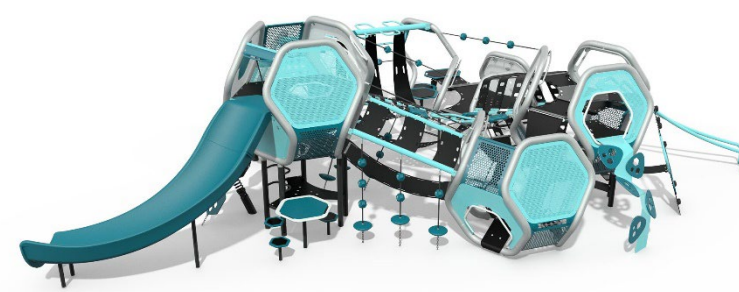
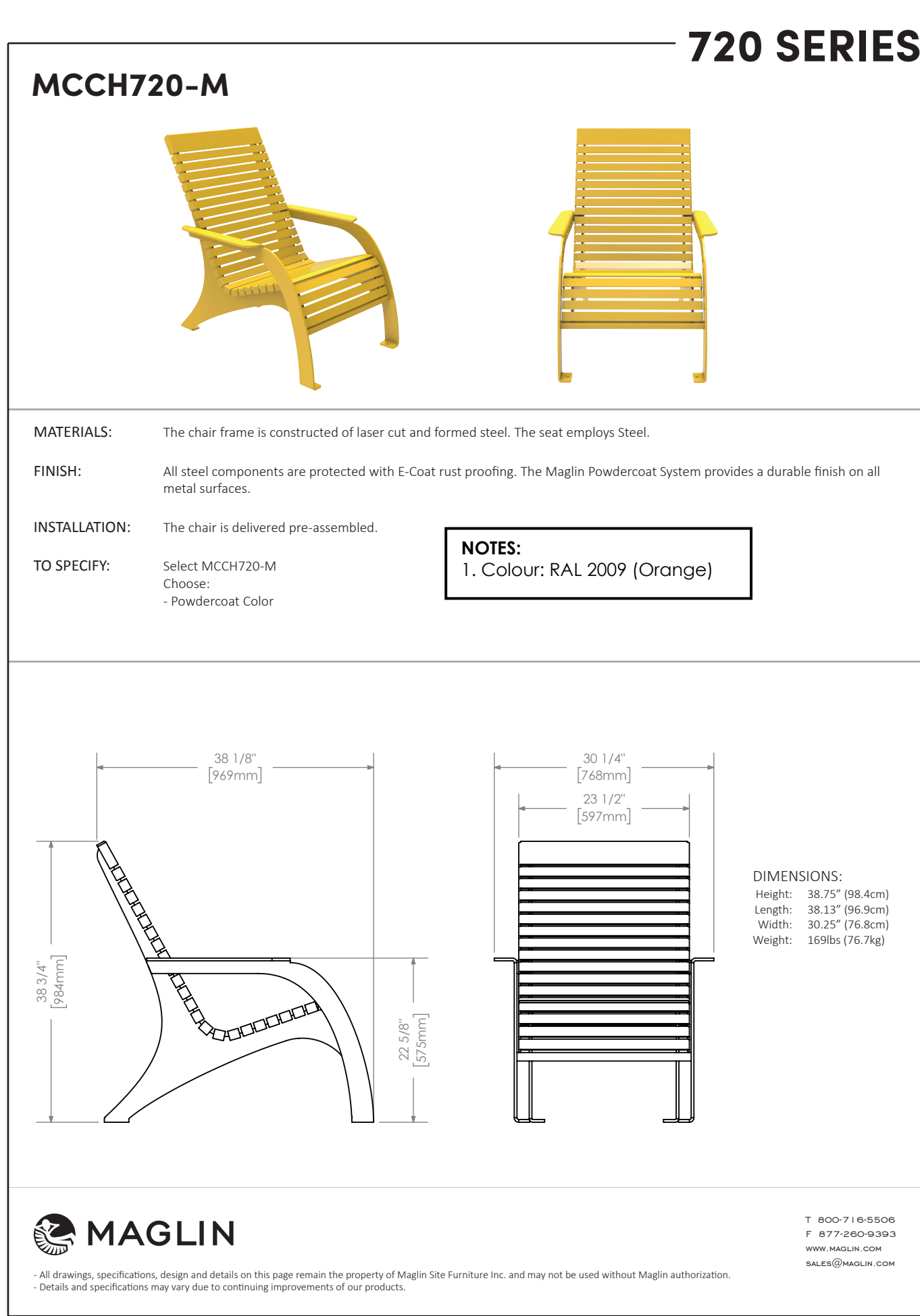


SlideWinder2® Hill Slide

The PlayBooster® SlideWinder2® is a popular and versatile slide, featuring a double scoop integrated slide hood design and easy-glide railings to protect kids' hands.

- Developmental Benefits:
- *Sensory* - Proprioception, Vestibular+
  - *Motor Skills* - Balance, Coordination, Motor Planning
  - *Cognitive Skills* - Problem Solving

NOTES:  
1. Colour: To match Hedra Slide



Perforated & Perforated Panels  
Surface Mount / Direct Bury

Palette BW



- ProShield Post Metallic Silver
- ProShield Clamp Tangerine
- ProShield Component Limon
- Permalene Primary Tangerine
- Permalene Secondary Gray
- Polyethylene Primary Limon
- TenderTuff® Gray
- Shade Fabric Primary Orange

NOTES:  
1. Colour palette to be PALETTE BW  
2. Rope Pull, Swings, Embankment Slide all to match colour palette incorporating Limon and Tangerine elements. To be coordinated and confirmed with Habitat & Landscape Architect before installation.  
3. Type to be Perforated & Perforated Panels.



Project:  
**Ash Park Playground**  
8288 Ash Street  
Vancouver, BC

Drawn by: JC  
Checked by: SjV  
Date: Sept 25, 2020  
Scale: AS NOTED

Drawing Title:  
**Landscape Details**

Project No.:  
**18055**  
Sheet No.:



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART B - TERMS AND CONDITIONS OF ITT PROCESS

---

## 1.0 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

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

- (a) **"City"** means the City of Vancouver as represented by its Vancouver Board of Parks and Recreation;
- (b) **"Closing Time"** has the meaning set out on the cover page of this ITT;
- (c) **"Contract"** means a contract substantially in the form of Part D - Form Agreement, to be entered into between the City and a successful Tenderer;
- (d) **"Contractor"** means a Tenderer, the Tender of which (or at least one offer contained within which) the City has accepted, and which Tenderer has consequently entered into a Contract;
- (e) **"Consultant"** means the architect, engineer or other professional consultant who will act as the City's agent for the purpose of managing and administering a Contract, who may be an employee of the City or an independent consultant engaged by the City on its behalf;
- (f) **"Drawings"** means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (g) **"Form of Tender"** means the form of tender in Part C - Form of Tender to this ITT on which Tenderers are to complete their Tenders;
- (h) **"GST"** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time;
- (i) **"Information and Privacy Legislation"** includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the regulations thereunder;
- (j) **"Losses"** means, in respect of any matter, all:
  - (i) direct and indirect; and
  - (ii) consequential,  
  
claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (k) **"Notice of Award"** has the meaning set out in Part C - Form of Tender;
- (l) **"Notice to Proceed"** has the meaning set out in Part C - Form of Tender;

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART B - TERMS AND CONDITIONS OF ITT PROCESS

---

- (m) “PST” means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (n) “Site” has the same meaning as “Place of the Work,” as defined in the Form of Agreement;
- (o) “Specifications” means the portion of the Tender Documents consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work;
- (p) “Tender” means a tender submitted to the City in response to this ITT;
- (q) “Tender Contract” means the contract between the City and each Tenderer governing the ITT process;
- (r) “Tender Documents” means the documents identified as such in Part A - Introduction;
- (s) “Tenderer” means an entity eligible to participate in this ITT process, or as used in Part C - Form of Tender, a particular such entity;
- (t) “Tender Price” means the amount stipulated by the Tenderer in the space provided therefor in the Form of Tender, including all applicable taxes, which price, for greater certainty, is the Tenderer’s proposed Contract Price to complete all of the Work; and
- (u) “Work” means the total construction and related services required by the Tender Documents;

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

## 1.2 Interpretation

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

## 2.0 SUBMISSION INSTRUCTIONS

- 2.1 Each Tenderer must complete its Tender on the Form of Tender and submit its Tender in accordance with the instructions set forth on the cover page of the ITT and elsewhere herein.

**INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART B - TERMS AND CONDITIONS OF ITT PROCESS**

---

- 2.2 Any Tender received after the Closing Time may be returned unopened to the Tenderer.
- 2.3 Faxed Tenders and/or other documents will not be accepted.
- 2.4 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer (as necessary for due execution on behalf of the Tenderer). Each Tender by a company or partnership should specify the full legal name of the legal entity submitting the Tender.
- 2.5 All blank spaces in the Form of Tender should be filled in and all schedules completed. Any failure by a Tenderer to complete the Form of Tender may result in preference being given to competing Tenderers. All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations or other corrections should be initialled by an authorized signatory of the Tenderer.
- 2.6 Subject to any alternatives or options in respect of which the City requests pricing or other information in a Schedule to the Form of Tender, Tenders are to be all inclusive and without qualification or condition.
- 2.7 The City may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the City's website, as set out in Part A - Introduction.
- 2.8 A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time: a) by submitting an amendment identifying a plus or minus variance to the Tenderer's Tender Price or the Tenderer's price for a subset of the Work (if, in the latter case, Section 1.0 of the Form of Tender requests that, in addition to offering a Tender Price for all of the Work, the Tenderer offer prices for subsets of the Work); or b) by sending in a completely new Tender, clearly indicating it replaces the previously submitted Tender. Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the City shall only review and evaluate the Tender as amended.
- 2.9 The City will not be responsible for any cost incurred by any Tenderer in preparing a Tender.

**3.0 BONDS**

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

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

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Per SCM/Risk Management policy, bonds are not necessary for work under \$100K. If bonds are not to be requested, Section 3.1 should be replaced with "Bid bonds are not required; however Tenders are nonetheless irrevocable and each offer made therein shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time." Also, sections 3.2, 3.3, 3.4 and 3.5 should each be replaced with "[Deliberately Omitted]".]

- 3.2 A bid bond must be submitted in an electronic or digital format and must meet the following criteria:
- (a) The version submitted by the Tenderer must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (b) The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the City, and in a single file. Allowable formats include pdf.
  - (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Section 3.2(a).
- 3.3 Bonds failing the verification process will NOT be considered to be valid. Bonds passing the verification process will be treated as original and authentic.
- 3.4 Each Tender must be accompanied by a "Consent of Surety", substantially in the form provided as a schedule to the Form of Tender, duly completed by a surety company authorized and licensed to carry on business in British Columbia.
- 3.5 The bid bonds of unsuccessful Tenderers will be returned to them upon request at any time after the Contract is awarded. The bid bond of the Tenderer to whom the award is made will be returned upon request of the Tenderer following: execution of the Contract; delivery of a performance bond for 50% of the Tender Price (or the aggregate tendered price for the subset(s) of the Work in respect of which a Notice of Award has been given) and a labour and material payment bond for 50% of such price; commencement of the Work; and compliance with any other conditions set out in the Form of Tender. The cost of all bond premiums must be included in the Tender Price.]
- 3.6 All bonds must be issued by a surety company authorized and licensed to carry on business in British Columbia.

**4.0 TENDER PRICE**

- 4.1 Subject to any adjustment for changes to the Work, which is approved by the City in accordance with the Tender Documents or Contract Documents, the Tender Price shall be the maximum compensation owing to the Contractor for the Work (and each tendered price for any subset of the Work referred to in Section 1.0 of the Form of Tender (if applicable) shall be the maximum compensation owing to the Contractor for such subset of the Work) and the Contractor's compensation shall cover and include all profit and all costs of supervision, labour,

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material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work (or the relevant subset of the Work).

- 4.2 If unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such information **must** be included in the Tender. Furthermore, if such unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such amounts may be used to compute interim progress payments and will be reviewed by the City in its evaluation of Tenders; therefore Tenderers should ensure that such amounts accurately reflect their costs for each item. A Tenderer may be required to justify any submitted unit price or other price breakdown.
- 4.3 If an itemized breakdown of the Tender Price (or of the tendered price for any subset of the Work) is requested in a schedule to the Form of Tender, the City may delete any items in order to meet any budget limitation and award a Contract for only the remaining items to a Tenderer who is agreeable thereto.
- 4.4 If Section 1.0 of the Form of Tender requests that, in addition to offering a Tender Price for all of the Work, each Tenderer offer prices for subsets of the Work, then, each such offer made in respect of a subset of the Work by a Tenderer shall be irrevocable to the same extent as, and otherwise subject to all of the same terms and conditions as, the Tenderer's offer to complete all of the Work for the Tender Price. If Tenders are made in respect of subsets of the Work, the City may award a Contract for all of the Work to one Tenderer or it may award multiple Contracts to different Tenderers in respect of particular subsets of the Work. The City may also determine, in order to meet any budget limitation, to award Contract(s) only in respect of one or more, but not all, of the subsets of Work described in Section 1.0 of the Form of Tender. Tenderers are advised that the City is not bound to award any Contract to the Tenderer offering to complete the Work, or offering to complete any subset of the Work, for the lowest price. Without limiting the foregoing, the City may split the award of Contracts even though the aggregate Contract price is higher than any particular Tenderer's Tender Price.

## 5.0 ACCEPTANCE OF TENDERS

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



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Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out in this ITT.

- (d) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of a Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to any Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation of the City to advise any other Tenderers or to allow them to vary their tendered price(s) as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any Tenderer as a result of such acceptance of clarification.
- (e) The award of any Contract will be based on an evaluation of the Tenders by the City to determine which, in the City's opinion, offer the best overall value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or Tenderers' past work, reputations or experience. The City may also focus, where relevant, on the overall net impact of a Tender (or an offer therein) on the finances of the City (including both capital and operating costs). Therefore, the City may accept a Tender other than the lowest Tender.
- (f) If the City determines that all Tender Prices are too high, all Tenders may be rejected.
- (g) The City may, prior to any Contract award, agree, with the Tenderer considered to provide best value or any one or more Tenderers, to certain changes to the scope of the Work or certain changes to Contract conditions, in each case without having any duty or obligation to advise any other Tenderers or to allow them to vary any tendered prices as a result of such changes, and the City will have no liability to any other Tenderer as a result of such changes. However, each Tender must be a tender in respect of the Work set forth herein, to complete that Work (or to complete subsets of that Work, if so specified in Section 1.0 of the Form of Tender) under an agreement in the form of the Form of Agreement included as Part D of the ITT, and not propose variations thereto.
- (h) Each Tenderer acknowledges and agrees that the City will not be responsible for Losses incurred by the Tenderer as a result of or arising out of submitting a Tender, or due to the City's acceptance or non-acceptance of its Tender, or any part thereof, or any breach by the City of the Tender Contract between the City and the Tenderer, or arising out of any Contract award not being made in accordance with the express or implied terms of the Tender Documents.
- (i) The City may award a Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (j) Prior to any Contract award, a Tenderer may be required to demonstrate financial stability. Should the City so request, a Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant.

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- (k) City guidelines or policies that may be applicable to the ITT will not give rise to legal rights on the part of any Tenderer, Contractor, subcontractor, supplier, or other person as against the City and will in no case create any liability on the part of the City. For certainty, the City's Procurement Policy, as amended or replaced from time to time, is now agreed to be an internal guideline document and creates no legal rights or obligations with respect to this ITT.
- (l) The City may reject any Tender by a Tenderer that has engaged in collusion with another Tenderer or otherwise attempted to influence the outcome of the ITT other than through the submission of its Tender.
- (m) The City may elect, in its sole discretion, to accept for consideration Tenders that contain conditions or qualifications that are in the nature of corrections of typos or resolutions of internal inconsistencies in this ITT or the Form of Agreement in Part D, or that represent immaterial changes to the Form of Agreement in Part D and do not consist of changes of substance or changes to allocations of risk, or with respect to the scope of any Work, that are for the avoidance of doubt only and do not suggest any deviation from the requirements of the ITT. This Section 5.1(m) is a reservation of rights for the benefit of the City and no Tenderer may rely on this paragraph to qualify its Tender.

#### **6.0 AWARD OF CONTRACT**

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

#### **7.0 EXAMINATION OF TENDER DOCUMENTS**

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

#### **8.0 SITE EXAMINATION/PRE-SUBMISSION DUE DILIGENCE BY TENDERER**

- 8.1 Tenderers should make a careful examination of the Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature and extent of Work, the means of access to the Site, the extent of required coordination with public use of adjacent areas, and any and all matters which are referred to in the Specifications and Drawings and other Tender Documents, or which are necessary for the full and proper completion of any Work or are required by the conditions under which it must be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on a Contractor's part.

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- 8.2 The City and the Consultant do not make any representations or warranties concerning the completeness or accuracy of Site and geotechnical information (if any) provided in or with the Tender Documents, and each Tenderer must evaluate such information as part of its overall assessment of actual Site conditions.
- 8.3 If any Tenderer wishes to evaluate any Site conditions, and, for that purpose, requires access or documents from the City beyond the access and documents already provided for in this ITT, the City encourages the Tenderer to submit a written request to the City as far in advance of the Closing Time as is possible. The City will then consider whether or not to facilitate the request. In response to such a request, the City may elect to, itself, undertake a particular study and distribute the results to all Tenderers.

#### 9.0 INTERPRETATION AND CLARIFICATIONS

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

#### 10.0 PRODUCT APPROVAL

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

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**11.0 INSURANCE**

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

**12.0 WORKSAFEBC**

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

**13.0 LABOUR RATES AND EQUIPMENT**

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

**14.0 LISTS OF SUBCONTRACTORS AND SUPPLIERS**

- 14.1 Tenderers should provide, if requested in a schedule to the Form of Tender, lists of proposed subcontractors and suppliers, specifying the name and address of, and the portion of the Work to be completed by, or the equipment or materials to be supplied by, each proposed subcontractor or supplier.
- 14.2 The City reserves the right to object to any of the proposed subcontractors or suppliers listed in a Tender. If the City objects to a listed subcontractor or supplier, then the City will permit a Tenderer to propose a substitute subcontractor or supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed subcontractor or supplier, the Tenderer may, rather than propose a substitute subcontractor or supplier, consider its Tender rejected by the City and, by written notice, withdraw its tender. The City shall, in that event, return the Tenderer's bid security.

**15.0 TAXES AND FEES**

- 15.1 The successful Tenderer will be required to obtain and pay for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work. The City will not be liable in any manner for the same, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims and Losses in relation to obtaining and paying for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work.
- 15.2 Each Tenderer's Tender Price (and each other price offered by the Tenderer in its Tender, if applicable) must, unless otherwise expressly stated, be inclusive of all applicable municipal,

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provincial, federal and other taxes, and all customs and excise duties and other assessments and charges, including sales taxes assessed upon the sale of goods and services to the City under the Contract, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims which shall be made with respect thereto.

**16.0 NON-RESIDENT WITHHOLDING TAX**

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

**17.0 NO CLAIM AGAINST THE CITY**

- 17.1 The Tenderer acknowledges and agrees that the City will not be responsible for any Losses incurred by the Tenderer, including, without limiting the generality of the foregoing, any Losses incurred by the Tenderer directly or indirectly caused by any act or omission of the City or breach of any agreement or duty by the City, express or implied, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim whatsoever.
- 17.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Consultant) harmless from and against all Losses, in respect of any claim or threatened claim by any of its subcontractors, or materials or equipment suppliers alleging or pleading:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Consultant);
  - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Consultant), occurring in the course of conducting this ITT; or
  - (c) liability on any other basis related to the ITT or the Tender Contract.

**18.0 DISPUTE RESOLUTION**

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

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

**19.0 CONFIDENTIALITY AND PRIVACY**

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

**20.0 RELEASE OF INFORMATION RESTRICTED**

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

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

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

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**1.0 TENDER PRICE AND SCHEDULE**

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

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

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

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

- (a) Work will begin by **November 12, 2020**, subject to the City issuing a Notice to Proceed.
- (b) Substantial performance of the Work will occur by **March 24, 2021**.
- (c) Total performance of the Work will occur by **April 7, 2021**.

**2.0 ELECTRONIC PAYMENTS ACKNOWLEDGEMENT**

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

**3.0 IRREVOCABILITY; NOTICE OF AWARD**

The Tenderer agrees that each offer made by the Tenderer herein will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing on the Closing Time, even if an offer of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts an offer of the Tenderer (a "Notice of Award"), the Tenderer will, within ten (10) Working Days (as defined in CCDC 2) of the receipt of the Notice of Award, deliver to the City:

- (a) a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Tender Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;



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- (b) a detailed construction schedule consistent with the preliminary construction schedule included in this Tender, which indicates the timing of the major activities of the relevant Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate such Work will be performed by the relevant completion date stated in this Tender;
- (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific details of the methods, signage and materials used to maintain Site operations and access to staff and public users of the Site;
- (d) a detailed Site-specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
- (e) a WorkSafeBC number and a "clearance letter" confirming that the Tenderer is in WorkSafeBC compliance;
- (f) a valid City of Vancouver business licence;
- (g) a completed Contractor's Pre-Contract Hazard Assessment Form (in the form of Schedule 9 to the Form of Agreement);
- (h) banking details to support payments by Electronic Funds Transfer (EFT); and
- (i) a completed and signed certificate of insurance (in the form attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract is in place.

#### **4.0 NOTICE TO PROCEED**

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

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

#### **5.0 CONDITIONS**

- (a) The Tenderer agrees that if the Tenderer receives a Notice of Award or a Notice to Proceed and fails or refuses to comply with the requirements stated in the foregoing clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be deemed to be a repudiation of the Tender Contract and refusal to enter into the

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relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the bid security shall be forfeited to the City in the amount equal to the lesser of:

- (i) the face value of the bid security; and
  - (ii) the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest or any submitted tender will not necessarily be accepted in relation to all or any of the Work. 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 an integral part of the same.

**6.0 ADDENDA, AMENDMENTS AND QUESTIONS AND ANSWERS**

The Tenderer acknowledges receipt of the following addenda, amendments and questions and answers to the Tender Documents:

Addendum No.
Amendment No.
Questions and Answers No.

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

**7.0 OWNERS LIST OF KNOWN WORKPLACE HAZARDS**

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART C - FORM OF TENDER

---

The Tenderer acknowledges receipt of the completed Owners List of Known Workplace Hazards (Schedule 10 of Part D - Form of Agreement), subject to GC 9.4.12, Schedule 1 of Part D - Form of Agreement.

**8.0 CERTIFICATION**

The Tenderer represents and warrants that this Tender complies in all respects with the Tender Documents.

**9.0 LABOUR**

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

**10.0 CONTRACT TERMS IN THE ITT**

Without limitation, the Tenderer expressly agrees with the City to all of the terms and conditions set forth in Part A and Part B of the ITT and is bound thereby.

SIGNED on behalf of the Tenderer this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ duly authorized signatory or signatories of the Tenderer:

Per: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

---

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

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

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

---

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

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

The sum of the amounts shown in the table below **MUST** equal the Tender Price stipulated in the space provided in the Form of Tender which, for greater certainty, is the Tenderer's proposed Contract Price for a Contract to complete all of the Work.

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

Item	Description	Total Price (including PST)
1.0	General Conditions	
1.1	Mobilization / Demobilization, erosion and sediment control	\$
2.0	Site Preparation	
2.1	Clearing, Demolition, and Site Preparation  Including but not limited to, removal and disposal of on-site materials, installation of tree protection fencing.	\$
2.2	Excavation, Backfilling and Subgrade Preparation  Including but not limited to bulk excavation works, placement of fill materials, proper off-site disposal of unsuitable and excess native material, subgrade reshaping, supply and placement of imported subgrade fill and related works.	\$
3.0	Drainage	
3.1	Site Drainage  Including the supply and install of site drainage system as per Drawing L1.3, associated details and related works.	\$

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
<b>4.0</b>	<b>Hard Surfacing</b>	
4.1	<b>Cast-in-Place Concrete</b>  Including supply and installation of all cast-in-place concrete improvements and required base materials, including all surfacing, curbs, walls, picnic table, bench and bike pads as per associated detail(s) and specification(s).	\$
4.2	<b>Asphalt Paving</b>  Including supply and installation of asphalt paving and base materials for new paths and resurfacing of existing paths as per detail Ld-02/L2.2 and specification(s).	\$
<b>5.0</b>	<b>Soft Surfacing</b>	
5.1	<b>Play Sand</b>  Including supply and installation of play sand as per detail Ld-07/L2.1 and associated specification(s).	\$
5.2	<b>Engineered Wood Fibre (EWF) Playground Safety Surfacing</b>  Including supply and installation of engineered wood fibre playground safety surfacing as per detail Ld-06/L2.1 and associated specification(s).	\$
5.3	<b>Resilient Poured-In-Place Rubber Safety Surfacing</b>  Including supply and installation of resilient poured-in-place rubber safety surfacing as per detail Ld-08/L2.1 and associated specification(s).	\$
<b>6.0</b>	<b>Site Furnishings</b>	
6.1	<b>Owner Supplied Boulders</b>	\$

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Name of Tenderer

Initials of Signing Officer(s)

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
	Including installation of owner supplied boulders. Price to include pick-up of materials from off-site location (Kent Yard) and delivery to site.	
6.2	<b>Owner Supplied Furnishings</b>  Installation of owner supplied benches and bike racks. Price to include pick-up of materials at off-site location (Evans Yard) and delivery to site.	\$
6.3	<b>Picnic Tables</b>  Including supply and installation of specified picnic tables.	CASH ALLOWANCE: <b>\$7,000.00</b>
6.4	<b>Skateboard Deterrents</b>  Including the supply and installation of specified skateboard deterrents (or approved equal).	\$
6.5	<b>Upright Playground Logs</b>  Including supply and installation of owner supplied logs (VPB source - Jericho Beach) and required base materials as per associated detail(s) and specification(s). Price to include pick-up of materials at off-site location (Jericho Beach) and delivery to site.	\$
6.6	<b>Boulders</b>  Including preparation and installation of owner supplied landscape boulders (supplied by VPB from Kent Yard) contractor to deliver to site). Price to include pick-up of materials at off-site location (Kent Yard) and delivery to site.	\$

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
6.7	<b>Horizontal Landscape Logs</b>  Including supply and installation of owner supplied logs (VPB source - Jericho Beach) and required base materials as per associated detail(s) and specification(s). Price to include pick-up of materials at off-site location (Jericho Beach) and delivery to site.	\$
7.0	<b>Play Equipment</b>	
7.1	<b>Allowance for Supply and Install of Play Equipment (or approved equal)</b>  Including supply and installation by Habitat (or approved equal) of: <ul style="list-style-type: none"> <li>- Hedra Play Structure</li> <li>- SlideWinder2</li> <li>- Rope Pull Climber</li> <li>- Swing (including concrete footings where applicable)</li> </ul>	<b>CASH ALLOWANCE:</b>  <b>\$165,000.00</b>
8.0	<b>Landscape and Growing Medium</b>	
8.1	<b>Growing Medium</b>  Including supply and installation as per associated detail(s) and specification(s).	\$
8.2	<b>Mulch</b>  Including supply and installation as per associated detail(s) and specification(s).	\$
8.3	<b>Trees</b>	\$

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Name of Tenderer

Initials of Signing Officer(s)



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
	Including supply and installation of specified trees shown on L1.4 as per associated detail(s) and specification(s).	
8.4	<b>Shrubs</b>  Including supply and installation of specified shrubs shown on L1.4 as per associated detail(s) and specification(s).	\$
8.5	<b>Sod</b>  Installation and establishment of sod at areas shown on L1.4 as per associated detail(s) and specification(s).	\$
8.6	<b>Hydroseeding</b>  Installation and establishment of hydroseeding at areas shown on L1.4 as per associated detail(s) and specification(s).	\$
9.0	<b>Stormwater Infiltration / Rain Garden</b>	
9.1	Including supply and installation of stormwater infiltration / rain garden as shown on L1.2 and as per detail Ld-05/L2.3.	\$
10.0	<b>Construction - Project Close Out</b>	
10.1	<b>Other</b>  Contingency allowances and costs for any other works deemed necessary to construct the improvements as described in the drawings and specifications that are not already included in other payment categories listed above. A detailed description of the associated works must be provided for any costs listed here.	\$
10.2	<b>As Built Drawings</b>	\$

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Name of Tenderer

Initials of Signing Officer(s)

INVITATION TO TENDER NO. PS20200900  
 CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
 SCHEDULE "A" (PART C - FORM OF TENDER)

Item	Description	Total Price (including PST)
	Including all mark-ups provided to the Consultant as a condition of Substantial Completion, per Specifications.	
10.3	<b>Establishment Landscape Maintenance</b>  Including the maintenance of all landscape areas, including lawn and planted areas, and litter removal, from installation and until one (1) full year from the date of Acceptance for the entire landscape area in accordance with the Specifications.	\$
10.4	<b>Demobilization</b>	\$
	Sub-Total (including all applicable PST)	\$
	GST (5%)	\$
	<b>Tender Price (including all costs, taxes and fees)</b>	\$

**INVITATION TO TENDER NO. PS20200900**  
**CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT**  
**SCHEDULE "A" (PART C - FORM OF TENDER)**

List of Unit Prices for Any Additional Work

These unit prices will be used for changing quantities from those indicated in the Tender Documents or Contract Documents upon written instruction from the City. The unit prices will be applied in accordance with PART 6 CHANGES IN THE WORK of the General Conditions of the Stipulated Price Contract (CCDC 2 - 2008), as modified by the Supplementary General Conditions (Schedule 1 to Part D - Form of Agreement). The prices should include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*.

Item	Description	Unit	Unit Price (including PST)	
			Add	Delete
1.	Off-site disposal of excess fill material	m3	\$	\$
2.	Cast-in-place reinforced concrete curb as per details Ld-01/L2.3 and Ld-02/L2.3	m2	\$	\$
3.	Cast-in-place reinforced concrete wall as per details	m2	\$	\$
4.	Cast-in-place reinforced concrete paving including base preparation as per detail Ld-05/L2.1	m2	\$	\$
5.	Asphalt paving including base preparation as per detail Ld-02/L2.2	m2	\$	\$
6.	100mm dia. Perforated SDR35 drain lines per detail Ld-09/L2.1	lm	\$	\$
7.	150mm dia. Perforated SDR35 drain lines per plan L1.4 and associated detail(s)	lm	\$	\$
8.	Storm cleanout as per detail Ld-01/L2.2	Each	\$	\$
9.	Catch basin as per detail Ld-04/L2.3	Each	\$	\$
10.	Growing medium preparation and placement	m3	\$	\$
11.	Mulch preparation and placement	m3	\$	\$
11.	Tree supply and installation	Each	\$	\$
12.	Shrub supply and installation	m2	\$	\$
13.	Sod supply and installation	m2	\$	\$

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Name of Tenderer

Initials of Signing Officer(s)

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

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14.	Hydroseeding supply and installation	m2	\$	\$
15.	Poured-in-place resilient rubber surfacing and aggregate base as per detail Ld-08/L2.1	m2	\$	\$
16.	Engineered wood fibre and aggregate base as per detail Ld-06/L2.1	m3	\$	\$
17.	Play sand and aggregate base as per detail Ld-07/L2.1	m3	\$	\$
18.	Boulders (0.5 -1m) non-VPB supplied	Each	\$	\$
19.	50mm Round washed river rock	m3	\$	\$

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "A" (PART C - FORM OF TENDER)

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**Separate Prices**

The following prices ("Separate Prices") will be used to change the scope of the Work upon written instruction from the City. The Separate prices will be applied in accordance with PART 6 CHANGES IN THE WORK of the General Conditions of the Stipulated Price Contract (CCDC 2 - 2008), as modified by the Supplementary General Conditions (Schedule 1 to Part D - Form of Agreement). The Separate Prices should include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*.

Separate Prices Description	Price Change to Tender Price	
	Value to Add to Tender Price (inc. PST)	Value to Deduct from Tender Price (incl. PST)
1. Lounge Chairs Including supply and installation of specified lounge chairs (or approved equal).	\$	\$
2. Log Play Hut Including fabrication, supply and installation of custom log play hut by Paul Dirks (or approved equivalent) and related works as per associated detail(s) and specification(s).	\$	\$

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "B" (PART C - FORM OF TENDER)

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SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by **November 12, 2020** and substantial performance is targeted for **March 24, 2021**. Please clearly define time requirements for project milestones identified in the table below. If necessary, please add an attachment to this Schedule.

TABLE 1 - PROJECT MILESTONES	
Milestone	Date of Completion
Project Start Up Meeting	November 12, 2020
Tree Planting	March 3, 2021
Substantial Completion	March 24, 2021
Total Completion	April 7 , 2021

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20200900, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "C" (PART C - FORM OF TENDER)

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SCHEDULE "C"

SUBCONTRACTORS AND SUPPLIERS

**1.0 SUBCONTRACTORS**

The Tenderer intends to use the following subcontractors for the portions of the Work identified below. (All subcontractors who are proposed to perform any portion of the Work should be listed.)

Subcontractor	Address	Type of Work

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20200900, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "C" (PART C - FORM OF TENDER)

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**2.0 SUPPLIERS**

The Tenderer intends to use the following suppliers and manufacturers for [describe relevant portions of the Work].

Supplier	Manufacturer	Supplier Address	Item

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20200900, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "D" (PART C - FORM OF TENDER)

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SCHEDULE "D"

TENDERER'S EXPERIENCE WITH RELATED WORK

Tenderers should confirm that they and their proposed subcontractors have the required experience to perform the Work. Each Tenderer should submit information concerning a minimum of **three** completed projects (similar in scope and size to the Work or to any particular subset of the Work in respect of which separate offers are requested in Section 1.0 of the Form of Tender, if applicable), for each of itself and its proposed subcontractors, including the following information:

Reference #1

Description of Project:

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Location of Project:

---

Contract Value:

\$

(Cdn. Dollars)

---

Start and Completion Dates:

---

Completed on Schedule?

Yes

No

(Circle Correct Response)

---

Name of Contract City:

---

Name of Project Reference:

---

Current Telephone Number and E-mail of Project Reference:

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Names of Key Personnel and Subcontractors:

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INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "D" (PART C - FORM OF TENDER)

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Reference #2

Description of Project:

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---

Location of Project:

---

Contract Value:

\$

(Cdn. Dollars)

---

Start and Completion Dates:

---

Completed on Schedule?

Yes

No

(Circle Correct Response)

---

Name of Contract City:

---

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

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Names of Key Personnel and Subcontractors:

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INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "D" (PART C - FORM OF TENDER)

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Reference #3

Description of Project:

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---

Location of Project:

---

Contract Value:

\$

(Cdn. Dollars)

---

Start and Completion Dates:

---

Completed on Schedule?

Yes

No

(Circle Correct Response)

---

Name of Contract City:

---

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

---

---

Names of Key Personnel and Subcontractors:

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Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20200900, FORM OF TENDER - SCHEDULE D", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "E" (PART C - FORM OF TENDER)

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SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

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

TABLE 1 - SCHEDULE OF LABOUR RATES

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

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

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

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

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20200900, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "F" (PART C - FORM OF TENDER)

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SCHEDULE "F"

FORM OF CONSENT OF SURETY

PROJECT: \_\_\_\_\_

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

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

The Common Seal of \_\_\_\_\_  
was hereto affixed in the presence of:

\_\_\_\_\_

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "G" (PART C - FORM OF TENDER)

---

SCHEDULE "G"

SUSTAINABILITY

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

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

2. Please identify the Tenderer's standard practices for disposal of obsolete or expired products or equipment.

Item	Type of Product/Equipment	Disposal Method

3. Please identify the Tenderer's current or proposed solutions to address and reduce carbon emissions.

Item	Carbon Emission Risk	Solution to Reduce Carbon Emissions

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "G" (PART C - FORM OF TENDER)

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INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "H" (PART C - FORM OF TENDER)

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SCHEDULE "H"

CERTIFICATE OF INSURANCE

(TO BE COMPLETED IF AWARDED THE CONTRACT)



## LIABILITY INSURANCE CERTIFICATE

Section 7 b) – 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 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect 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)]*

**BUSINESS TRADE NAME OR DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE**

### 3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

**Including the following coverages:**

- ✓ Personal Injury
- ✓ Employees as Additional Insureds
- ✓ Cross Liability or Severability of Interest
- ✓ Contingent Employer's Liability
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products & Completed Operations
- ✓ Broad Form Property Damage Incl. Loss of Use
- ✓ Non-Owned Auto Liability

**Check Additional Extensions where applicable and included:**

- ☐ Sudden & Accidental Pollution Liability
- ☐ Host Liquor Liability
- ☐ Abuse/Molestation Coverage
- ☐ Advertising Liability
- ☐ Volunteers as Additional Insured
- ☐ Members as Additional Insured
- ☐ Injury to Participants
- ☐ 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
- ☐ 12 months Completed Operations
- ☐ 24 months Completed Operations

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

POLICY PERIOD: FROM: \_\_\_\_\_ To: \_\_\_\_\_

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

Per Occurrence \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_

Deductible Per Occurrence \$ \_\_\_\_\_ All Risk Tenants' Legal Liability \$ \_\_\_\_\_

### 4. 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.*

### 5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

INSURER: \_\_\_\_\_

**Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

Per Occurrence \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

Aggregate \$ \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

Self-Insured Retention \$ \_\_\_\_\_

### 6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – 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) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.*
- b) *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 to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*
- c) *The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. 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 THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER \_\_\_\_\_ Date \_\_\_\_\_

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "I" (PART C - FORM OF TENDER)

---

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)



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

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

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

Dated \_\_\_\_\_

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "J" (PART C - FORM OF TENDER)

---

SCHEDULE "J"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20200900 - CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT

Dear Sirs:

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

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Full Corporate Name of Insurer:

\_\_\_\_\_

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

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "K" (PART C - FORM OF TENDER)

---

Schedule "K"  
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "L" (PART C - FORM OF TENDER)

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SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

**NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**Declaration as to no Conflict of Interest in ITT**

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

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

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

**Declaration as to No Collusion**

The Tenderer confirms and warrants that:

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

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE "L" (PART C - FORM OF TENDER)

---

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

**Declaration as to Lobbying**

The Tenderer confirms and warrants that:

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

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

**Disclosure [Add disclosure here.]**

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

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
TITLE PAGE (PART D --FORM OF AGREEMENT)

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INVITATION TO TENDER ("ITT") NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT

CONSTRUCTION AGREEMENT

between

[CONTRACTOR NAME]

and

CITY OF VANCOUVER AS REPRESENTED BY ITS VANCOUVER BOARD OF PARKS AND RECREATION

[DATE]



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART D - FORM OF AGREEMENT

---

**CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the “Agreement”) dated for reference [\[insert date\]](#) is entered into

BETWEEN:

CITY OF VANCOUVER AS REPRESENTED BY ITS VANCOUVER BOARD OF PARKS AND  
RECREATION

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

(the “City”)

OF THE FIRST PART

AND:

[\[INSERT NAME OF CONTRACTOR\]](#)

[\[insert address\]](#)

(the “Contractor”)

OF THE SECOND PART

**BACKGROUND**

- A. By way of an Invitation to Tender for Contractor for Ash Park Playground Replacement, the City requested tenders from general contractors to perform the Work.
- B. In response to the Invitation to Tender, the Contractor submitted a tender dated [\[insert date\]](#).
- C. After evaluating the tenders and obtaining necessary approvals, the City issued a Notice of Award to the Contractor, thereby creating this Contract with the Contractor for the Work based on the Contractor’s tender.

**THE CITY AND THE CONTRACTOR NOW AGREE AS FOLLOWS:**

**ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for Ash Park Playground Replacement at **Ash Park, 8288 Ash St**, in Vancouver, British Columbia (which is the Place of the Work), in respect of which Work **DURANTE KREUK LTD.** is acting as, and is, the Consultant;
- 1.2 do and fulfill everything indicated by the Contract Documents; and

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART D - FORM OF AGREEMENT

---

- 1.3 commence the Work by the 12<sup>th</sup> day of November, 2020 and, subject to adjustment to the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Project, as certified by the Consultant, by the 24<sup>th</sup> day of March, 2021, in accordance with the Project Schedule, included as a schedule to this Agreement.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

**ARTICLE A-3 CONTRACT DOCUMENTS**

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:
- (a) this Agreement:
  - (b) the "Definitions" and "General Conditions of Stipulated Price Contract" contained within standard construction document CCDC 2 - Stipulated Price Contract, 2008 edition, not attached but incorporated by reference;
  - (c) the following schedules to this Agreement:
    - (i) Schedule 1 - Supplementary General Conditions (the "Supplementary General Conditions")
    - (ii) Schedule 2 - List of Specifications and Drawings (the listed Specifications and Drawings are incorporated by reference);
    - (iii) Schedule 3 - Schedule of Prices (the "Schedule of Prices");
    - (iv) Schedule 4 - Subcontractors and Suppliers;
    - (v) Schedule 5 - Project Schedule (the "Project Schedule");
    - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
    - (vii) Schedule 7 - Insurance Certificate;
    - (viii) Schedule 8 - Owners List of Known Workplace Hazards Form
    - (ix) Schedule 9 - Contractor Pre-Contract Hazard Assessment Form
    - (x) Schedule 10 - Force Account Labour and Construction Equipment Rates (the "Schedule of Force Account Labour and Construction Equipment Rates");
    - (xi) [insert any other Schedules such as Special Conditions and, if Special Conditions, follow with a definition: "(the "Special Conditions")"];

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART D - FORM OF AGREEMENT

---

- (d) the Form of Tender submitted by the Contractor, dated [insert], titled [insert] (incorporated by reference) (the "Form of Tender");
- (e) the traffic management plan provided by the Contractor to the City (incorporated by reference);
- (f) the Place of the Work-specific safety and health plan provided by the Contractor to the City (incorporated by reference)
- (g) insert any other relevant documents to be incorporated by reference.

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

#### ARTICLE A-4 CONTRACT PRICE

- 4.1 The Contract Price to do, perform and supply all the Work in accordance with, and perform all the obligations specified by, the Contract Documents is [insert price without GST], plus GST of [insert amount], for a total Contract Price of [insert total amount, including GST].
- 4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.
- 4.3 The PST, GST and other taxes, duties, assessments, charges and fees included in the Contract Price will be remitted by the Contractor to the applicable authorities as and when the City pays the Contract Price to the Contractor or as earlier required by applicable law.
- 4.4 All amounts are in Canadian dollars.
- 4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.
- 4.6 For purposes of the Contract Documents, "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time, and "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time.

#### ARTICLE A-5 PAYMENT

- 5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Contractor in consideration of the performance of the Work.
- 5.2 The payment for any Work under this Contract made to the Contractor by the City will not be construed as an acceptance of any Work being in accordance with the Contract Documents.
- 5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The "Bank Rate" for these purposes is the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART D - FORM OF AGREEMENT

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**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

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

(i) to the City at:

City of Vancouver as represented by its Vancouver Board of Parks and Recreation  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

Attention: [insert name]  
[insert title]

Email: [insert];

(ii) to the Contractor at:

[insert name and address]; or

(iii) to the Consultant at:

[insert name and address]

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

- (A) on the date of delivery, if delivered by hand: to the individual, if the recipient is an individual; to a partner, if the recipient is a partnership; or to an officer of the corporation, if the recipient is a corporation; or
- (B) on the day following transmission, if sent by electronic transmission and confirmed by documentation of successful transmission or receipt of an email reply effectively acknowledging delivery; or
- (C) one Working Day after the date of confirmed delivery, if sent by courier or registered mail.

**ARTICLE A-7 LAW OF CONTRACT**

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

**ARTICLE A-8 SUCCESSORS AND ASSIGNS**

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

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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
PART D - FORM OF AGREEMENT

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

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

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

**CITY OF VANCOUVER AS REPRESENTED BY ITS VANCOUVER BOARD OF PARKS AND RECREATION**  
by its authorized signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[INSERT NAME OF CONTRACTOR]**

by its authorized signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

---

SCHEDULE 1  
SUPPLEMENTARY GENERAL CONDITIONS

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

INTRODUCTION

- 1.1.1 These Supplementary General Conditions amend the "Definitions" and the "General Conditions of the Stipulated Price Contract" contained within standard construction document CCDC 2 - Stipulated Price Contract, 2008 edition ("CCDC 2"), available for download at <http://www.ccdc.org/downloads/index.html>. Any reference in the Contract Documents to "General Conditions" or "GC" means the General Conditions contained in CCDC 2 as amended by these Supplementary General Conditions. Whenever there is a conflict between these Supplementary General Conditions and the other Contract Documents or wherever the Contract Documents are silent and these Supplementary General Conditions speak to a particular issue or matter, the provisions of these Supplementary General Conditions shall take precedence.
- 1.1.2 Unless the context dictates otherwise and to the extent not otherwise defined in the Contract Documents, capitalized terms used in these Supplementary General Conditions have the meanings given thereto in CCDC 2.
- 1.1.3 To the extent that the *Lien Act* (as defined below) expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, to the extent that those provisions of the *Lien Act* apply, such provisions of the *Lien Act* shall take precedence over any provision of the Contract Documents that is determined to contradict or contravene such provisions of the *Lien Act*, but only to the extent of such contradiction or contravention.

AMENDMENTS TO THE DEFINITIONS

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

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

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

Delete paragraph 6 and replace with the following:

**6. Contract Documents**

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

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

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SCHEDULE 1 (PART D - FORM OF AGREEMENT)

---

**"Owner" or "City"**

"Owner" and "City" each mean the entity identified as the "City" in the Agreement (represented as stated therein or otherwise) or the City's authorized agent or representative, as designated to the Contractor in writing. However, "Owner" and "City" each expressly do not include the Consultant and expressly do not include the City of Vancouver acting in its capacity as a municipal regulatory authority.

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

**20. Substantial Performance of the Work**

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

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

**25. Work**

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

Add the following definitions:

**27. Applicable Laws**

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

**28. Certificate of Completion**

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

**29. Cost Plus Work**

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

**30. Environmental Law**

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



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SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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**31. Final Certificate for Payment**

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

**32. Hazardous Substance**

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

**33. Holdback**

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

**34. Lien or Liens**

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

**35. Lien Act**

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

**36. Lump Sum Work**

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

**37. Site Labour Disturbance**

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

**38. Total Performance of the Work**

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

**39. Trade Union Council**

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

**40. Unit Price Work**

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

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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**41. WorkSafeBC Rules**

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

**ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS**

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

**GC1.1 CONTRACT DOCUMENTS**

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

- .1 The order of priority of documents, from highest to lowest, shall be:
- the Agreement between the City and the Contractor (excluding its schedules);
  - these Supplementary General Conditions;
  - the Definitions from CCDC 2;
  - the General Conditions from CCDC 2;
  - the Specifications;
  - the Drawings;
  - the other schedules to the Agreement between the City and the Contractor;
  - the other Contract Documents (except for the below document); and
  - the Form of Tender.

**GC1.5 ADVERTISING**

GC1.5 is added as follows:

**GC1.5 ADVERTISING**

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

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**GC2.2 ROLE OF THE CONSULTANT**

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

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

GC2.2.19 is added as follows:

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

GC2.2.20 is added as follows:

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

**GC2.3 REVIEW AND INSPECTION OF THE WORK**

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

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

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

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

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

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

GC2.3.8 is added as follows:

- 2.3.8 The Consultant may:

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- .1 review and monitor the Contractor's performance of any aspects of the Work for conformance with the requirements of the Contract, including review and monitor the following:
  - (a) the Contractor's submittals; and
  - (b) any and all construction activities; and
- .2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the City may reasonably request whether or not specifically required by the Contract Documents.

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

GC2.3.9 is added as follows:

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

GC2.3.10 is added as follows:

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

#### **GC2.4 DEFECTIVE WORK**

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

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

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

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

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compliance with the Contract Documents. If the City and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.

#### **GC3.1 CONTROL OF THE WORK**

GC3.1.3 is added as follows:

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

GC3.1.4 is added as follows:

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

#### **GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

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

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

GC3.2.2.3 is deleted in its entirety.

GC3.2.2.4 is deleted in its entirety.

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

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

GC3.2.7 is added as follows:

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

#### **GC3.5 CONSTRUCTION SCHEDULE**

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

- .1 if the City states in writing that the Contractor has not yet done so to the City's satisfaction, prepare and submit to the City and the Consultant a construction schedule

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that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time, which such construction schedule will, if agreed to by the City, thereafter be deemed to supersede the schedule included in Schedule 5 of the Agreement as the "Project Schedule";

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

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

GC3.5.2 is added as follows:

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

GC3.5.3 is added as follows:

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

GC3.5.4 is added as follows:

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

### **GC3.6 SUPERVISION**

GC3.6.3 is added as follows:

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

### **GC3.7 SUBCONTRACTORS AND SUPPLIERS**

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

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

GC3.7.7 is added as follows:

3.7.7 In every subcontract the Contractor shall specify that the Consultant shall be the person responsible for payment certification under that subcontract for the purposes of the

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

### GC3.8 LABOUR AND PRODUCTS

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

#### GC 3.8 LABOUR AND PRODUCTS

##### 3.8.1 *Unions and Wages*

###### (a) *Open Site*

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

###### (b) *Labour Disruptions*

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

- (i) will only retain Subcontractors for the Work whose employees are either:
  - (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work; or
  - (2) not certified to be represented by a trade union; andwill require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work or not certified to be represented by a trade union; and
- (ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Place of the Work and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the expected date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact the City, the Work or the Contract Time, the Contractor will use its best commercial efforts to

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ensure that the length and extent of such impact is minimized (including without limitation by cooperating with the City in any measures it may take to ameliorate such impact) and the Contractor will be liable to the City for any such impact.

(c) *Required for Union Contractors*

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

- (i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and
- (ii) an agreement that there will be no Site Labour Disturbance at or affecting the Place of the Work and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

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

- 3.8.2 The Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant. All Products supplied by the Contractor must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Contractor will promptly abate and remove all Products containing asbestos at its sole cost.
- 3.8.4 The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The City shall have the right, by written notification to the Contractor, to require the removal from the Project of any employee of the Contractor or a Subcontractor or employee of a Subcontractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or Subcontractor shall be immediately removed from the Place of the Work by the Contractor and shall not be employed again on the Project without the prior written approval of the City.



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

**GC3.9 DOCUMENTS AT THE SITE/DAILY RECORD**

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

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

GC3.9.2 is added as follows:

- 3.9.2 The Contractor shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the Consultant's inspection at all reasonable times and delivered to the Consultant on completion of the Work. The diary shall detail:
- .1 daily weather conditions;
  - .2 the commencement, progress and completion of various portions of the work;
  - .3 the dates of all meetings and their purposes; and
  - .4 the dates of visits or inspections by government authorities, inspectors, utility companies, etc.

**GC3.10 SHOP DRAWINGS**

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

... or as the Consultant may reasonably request.

GC3.10.13 is added as follows:

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

**GC3.12 CUTTING AND REMEDIAL WORK**

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

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

**GC4.1 CASH ALLOWANCES**

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

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, such cash allowances:

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

and otherwise will be deemed to be included in the Contract Price (ex-cash allowances).

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

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

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

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

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

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

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

- 5.1.1 The City shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract. The Contractor now acknowledges that the City's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.
- 5.1.2 The City shall give the Contractor Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.
- 5.1.3 The City shall pay to the Contractor for the proper and timely performance and completion of the Work the Contract Price, consisting of:
- (i) if all or part of the Work is described or designated as Unit Price Work in the Schedule of Prices, the product of each unit price stated in the Schedule of Prices, multiplied by the quantity of each corresponding item of Work necessary for the proper performance and completion of the Work (and if such quantity differs from the quantity expressed in the Contract Documents and such difference is approved in writing by the City, the Contract Price expressed in ARTICLE A-4 of the Agreement shall be deemed to be adjusted to coincide with the approved quantity);
  - (ii) if all or part of the Work is Lump Sum Work, the aggregate of lump sum prices stated in the Schedule of Prices;
  - (iii) the aggregate of all cash allowances, if any, specified in Schedule 3 of the Agreement; and
  - (iv) if all or part of the Work is described or designated as Cost Plus Work, the cost reasonably and necessarily incurred by the Contractor in performing and completing such Work, such cost to be determined in accordance with GC5.1A.3, plus a percentage or fixed fee, as stated in GC5.1A.3.
- 5.1.4 The Contract Price is subject to adjustment only in accordance with the Contract Documents.
- 5.1.5 The Contract Price is expressed and payable in Canadian dollars.
- 5.1.6 Subject to the provisions of the Contract Documents and in accordance with the *Lien Act* in respect of Holdbacks, the City shall:
- .1 make progress payments to the Contractor on account of the Contract Price monthly when due, based on:
    - (i) the value of the Work completed and Products and materials incorporated into the Work as certified by the Consultant, and

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- (ii) Products and materials delivered to the Place of the Work but not yet incorporated into the Work, as agreed to by the City;
  - .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Contractor is a party, and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback to the Contractor in respect of the subcontract;
  - .3 upon issuance of the Certificate of Completion (in respect of Substantial Performance of the Work), and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback to the Contractor in respect of this Contract;
  - .4 upon issuance of the Final Certificate for Payment (in respect of Total Performance of the Work), and provided no Liens or other liens have arisen in respect of this Contract, pay the balance of the Contract Price to the Contractor.
- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent (2%), calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.
- 5.1.8 If the Work suffers any loss or damage, as a result of which an amount is paid under any policy of insurance provided by the City under the Contract, then such amount shall be paid to the City and advanced to the Contractor in monthly progress payments as the Contractor performs and completes repair or restoration Work in respect of such loss or damage.

**GC5.1A BASIS OF PAYMENT:**

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

- .1 *Unit Price Work:* Payment for Unit Price Work, if any, shall be based on the unit prices set out in the Schedule of Prices.
- .2 *Measurement:* The Contractor shall measure the Work and the Consultant will verify such measurements to determine payment to the Contractor in accordance with the measurement provisions of the Contract Documents.

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

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

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

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- .1 *Cost Plus Work:* Payment for Cost Plus Work, if any, shall be based on the cost of such Work, as provided in GC5.1A.3.2, plus a fixed fee or percentage fee calculated as a percentage of the cost of such Work, for the Contractor's overhead and profit, except as stated in GC5.1A.4 or GC6.3.6. The fixed fee or percentage fee shall be as provided in the Schedule of Prices (or, if not so specified, as agreed between the City and the Contractor in writing), except as stated in GC5.1A.4.
- .2 *Cost of the Work:* The cost of Cost Plus Work, except as otherwise specified in the Contract Documents or agreed in writing between the City and the Contractor, shall be at rates prevailing in the locality of the Place of the Work and shall include the following cost elements as applicable to such Work:
- (i) wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Consultant and the Contractor;
  - (ii) salaries, wages, and benefits of the Contractor's personnel, when stationed at the field office, in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
  - (iii) contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraphs (i) and (ii);
  - (iv) travel and subsistence expenses of the Contractor's personnel described in paragraphs (i) and (ii), to be included only with the prior approval of the City;
  - (v) the cost of all Products, including the cost of transportation thereof;
  - (vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
  - (vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
  - (viii) deposits lost;
  - (ix) the amounts of all subcontracts;

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- (x) the cost of quality assurance such as independent inspection and testing services;
  - (xi) charges levied by authorities having jurisdiction at the Place of the Work;
  - (xii) any adjustment in premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain;
  - (xiii) any adjustment in value-added taxes (not including taxes on income or capital), for which the Contractor is liable;
  - (xiv) charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the Work;
  - (xv) the cost of removal and disposal of waste products and debris; and
  - (xvi) cost incurred due to emergencies affecting the safety of persons or property.
- .3 *Approval Required:* The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Cost Plus Work.
- .4 *Rejection of Costs:* The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable or unnecessary, or the cost was otherwise improperly incurred in the performance of the Work.
- .5 *Records:* The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Cost Plus Work and shall provide the Consultant with copies thereof when requested.
- .6 *Access to Records:* the City and the Consultant shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Cost Plus Work and for this purpose the Contractor shall preserve such records for a period of one (1) year after the date of Substantial Performance of the Work.

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

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

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

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Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without mark-up unless otherwise specified therein.

**GC5.2 APPLICATIONS FOR PROGRESS PAYMENT**

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

**GC5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment shall be submitted to the Consultant on or before the last day of each calendar month, dated as of the last day of the month, and be in respect of the Work completed prior to the application being signed (the “**payment period**”).
- 5.2.2 The amount claimed shall be the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.3 The Contractor shall submit to the Consultant at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 When making an application for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The City has the right to refuse payment for Products delivered to the Place of the Work but not incorporated in the Work. The Contractor shall obtain the City's permission prior to invoicing for such Products.
- 5.2.6 Each application for payment shall:
  - .1 be in such form and detail as the Consultant shall require and submitted consistently in such form and detail unless otherwise advised by the Consultant and clearly show:
    - (D) the Contractor's full name, address and telephone number;
    - (E) the City's purchase order number;
    - (F) the name of the City's project manager;
    - (G) the application for payment number and date; and
    - (H) the Contractor's PST and GST registration number(s);

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- .2 be attached to a statement or statutory declaration sworn by an officer of the Contractor, which attests to the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of the same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
  - .3 relate the Work for which payment is claimed to the Project Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;
  - .4 be accompanied by a sworn declaration that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Place of the Work or the City's interest therein or against the Holdback;
  - .5 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules;
  - .6 attach the monthly update contemplated by GC3.5.3; and
  - .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Contractor's estimate of the costs and time to complete or correct such items.
- 5.2.7 The Contractor shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Consultant may reject all or the applicable portions of the same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Contractor of the deficiencies in the application. The Contractor will promptly supply to the Consultant such further certification or information as may be necessary to remedy the deficiencies in the application.
- 5.2.8 An application for payment shall be deemed to be received by the Consultant only if and when submitted in full conformity with GC5.2.6.

### GC5.3 PROGRESS PAYMENT

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

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

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

GC5.3.2 is added as follows:



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

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

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

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

- 5.4.1 When the Contractor considers that Substantial Performance of the Work has been achieved, or if permitted by the *Lien Act* the Contractor wishes to apply for a Certificate of Completion with respect to a subcontract with a Subcontractor, the Contractor shall, within one Working Day, deliver to the Consultant and to the City an application for a Certificate of Completion (a "**Completion Certificate Application**") in conformity with GC5.4.4.
- 5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the Contractor's application:
- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not "completed" (as that term is used in the *Lien Act*) and give reasons why, or
  - .2 prepare a Certificate of Completion in respect of the Work or subcontract stating on the certificate the date of issuance in accordance with the *Lien Act* and issue a copy of that certificate to each of the City and the Contractor.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for all of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for the same set out in the Project Schedule if such date is specified).
- 5.4.4 Each Completion Certificate Application referred to in GC5.4.1 shall also contain an application for payment and shall consist of the following:
- .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;
  - .2 all of the certifications and information required on an application for payment, as set out in GC5.2.6;
  - .3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application, including, without limitation and by way of example only, all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection

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reports, and other applicable manuals, contracts, certificates, guarantees and warranties.

- 5.4.5 Failure to specify an incomplete or defective item on a Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect of the same does not alter the responsibility of the Contractor to complete the Contract.
- 5.4.6 Subject to the requirements of the *Lien Act* relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:
- .1 the Consultant shall issue to the City and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less:
    - (i) three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,
    - (ii) the value of incomplete work as determined by the Consultant, and
    - (iii) the amounts of all previous certificates of payment;
  - .2 the City shall then make payment to the Contractor in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4; and
  - .3 for the avoidance of doubt, this GC5.4.6 does not create an obligation to avoid retaining, or to release, any Holdback.

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

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

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

- 5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Contractor shall:
- .1 submit an application for payment of the Holdback,
  - .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
  - .3 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Place of the Work or the City's interest therein or against the Holdback, and swear and

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- submit to the Consultant a written declaration that there are no such Liens or other liens;
- .4 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules; and
- .5 attach copies of a current title search of the Place of the Work confirming that no Liens have been registered prior to the time the release of the Holdback is due.
- 5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Consultant will issue a certificate for payment of the Holdback (less any previous releases of the Holdback on account of subcontract Certificates of Completion).
- 5.5.3 The Contractor now acknowledges that the City is exempt under the regulations of the *Lien Act* from the requirement to keep the Holdback in a separate holdback account.
- 5.5.4 The Holdback is due and payable as set out in GC5.1.6.3. The City may retain out of the Holdback any sums required by law to satisfy any Liens arising under the Contract or any subcontract or, if permitted by the *Lien Act*, claims against the Contractor.

#### GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC5.6.2 is deleted in its entirety.

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

#### GC5.7 FINAL PAYMENT

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

- 5.7.1 When the Contractor considers that Total Performance of the Work has been achieved, the Contractor shall submit its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:
- .1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Work is fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;
- .2 a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be

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fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;

- .3 copies of a current title search of the Place of the Work confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and
- .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

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

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

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

#### GC6.1 OWNER'S RIGHT TO MAKE CHANGES

GC6.1.3 is added as follows:

- 6.1.3 Change Orders, contemplated Change Orders, and Change Directives shall be on printed forms supplied by the City or Consultant and may include:
  - .1 job site instructions or site memo forms, for immediate authorization at the Place of the Work in order not to delay the performance of the Work and for changes of a minor nature with no price variation, which shall be issued on site on the signature of the Consultant only;
  - .2 contemplated Change Orders issued by the Consultant for purposes of the Contractor's response to a proposed method of adjustment and extent of adjustment to the Contract Price or Contract Time, which shall be signed by the Consultant only;
  - .3 Change Orders authorizing the Contractor to proceed with the Work as set out by the Consultant and Contractor in a contemplated Change Order, which shall be signed by the City and the Contractor.

GC6.1.4 is added as follows:

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

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

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- .2 *Approval Required:* The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Work done under a Change Directive or Change Order on a cost-plus basis.
- .3 *Rejection of Costs:* The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable or unnecessary, or the cost was otherwise improperly incurred in the performance of the Work.
- .4 *Records:* The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Work done under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.
- .5 *Access to Records:* the City and the Consultant shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Work done under a Change Directive or Change Order on a cost-plus basis, and for this purpose the Contractor shall preserve such records for a period of one (1) year after the date of Substantial Performance of the Work.
- .6 Notwithstanding any other provision hereof, when a change in the Work is valued on a cost-plus basis, then:
  - (i) the costs of labour will be determined by the labour rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without any mark up unless otherwise specified therein;
  - (ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without mark up unless otherwise specified therein; and
  - (iii) for further certainty, to the extent that any changes involve changes in the quantities of Unit Price Work such changes will be determined solely by the unit prices, without mark-up, unless otherwise specified in the schedules to the Agreement.

GC6.1.5 is added as follows:

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

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

- .1 The valuation for all (except previously agreed separate prices and unit prices) Work done under a Change Directive or Change Order which result in an increase in the Contract Price, whether valued as a lump sum or on a cost-plus

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basis, will be based on the actual direct unavoidable costs incurred by the Contractor and will be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances except as follows:

- .1 The Contractor will receive combined overhead and profit equal to ten percent (10%) of the direct unavoidable costs incurred by the Contractor's use of his own forces;
  - .2 The Contractor will receive five percent (5%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive (provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract).
  - .3 The Subcontractor will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the Change Order or Change Directive, and
  - .4 The Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.
- 
- .2 The valuation for all (except previously agreed separate price and unit rates) changes in the Work which result in a decrease in the Contract Price will be based on the actual savings in all costs to the Contractor, Subcontractor and Suppliers, exclusive of markups or deductions for overhead, profit, administrative or any other indirect costs not causally related to the Change Order or Change Directive.
  - .3 If a change in the Work results in both expenditures and savings, any overhead or profit that is otherwise payable by the City shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.
  - .4 The Contractor will only enter into Subcontracts with Subcontractors and Suppliers which obligate each Subcontractor and Supplier to comply with the provisions of this Part 6 - CHANGES IN THE WORK.
  - .5 Upon the request of the Consultant, the Contractor will promptly deliver all supporting documentation including labour, Products, services, Subcontract breakdowns and all other documentation in order to substantiate any Change Order quotation or change in the Contract Price pursuant to a Change Directive.
  - .6 The Contractor will be responsible for having time sheets covering all personnel respecting any Change Order or Change Directive checked and approved daily by the Consultant, and claims for reimbursement of any extra wages, salaries or other expenses relating to such personnel will only be accepted when properly supported by such signed time sheets.
  - .7 All costs and expenses incurred by the Contractor and any Subcontractor or Suppliers in preparing any requested Change Order quotation or submitting,

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substantiating or otherwise administering a claim pursuant to a Change Order or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.

GC6.1.6 is added as follows:

*6.1.6 Cost Plus Maximum under Change Order*

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

**GC6.3 CHANGE DIRECTIVE**

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

GC6.3.6 is deleted in its entirety.

GC6.3.7 is deleted in its entirety.

GC6.3.8 is deleted in its entirety.

GC6.3.9 is deleted in its entirety.

GC6.3.10 is deleted in its entirety.

**GC6.4 CONCEALED OR UNKNOWN CONDITIONS**

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

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

GC6.4.1A is added as follows:

6.4.1A The Contractor must give notice under GC6.4.1 within five (5) Working Days after discovery of the conditions or the time when the Contractor by reasonable diligence could have discovered the conditions, failing which the Contractor may not make or

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enforce any claim against the City, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

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

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

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

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

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

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

GC7.1.7 is added as follows:

- 7.1.7 The City may terminate the Contract at any time for the convenience of the City by notice given to the Contractor. If the Contract is terminated under this GC7.1.7, then:
- (a) the Contractor shall suspend performance of the Work and shall not incur further cost or expense in relation to the Work, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the City;
  - (b) the Contractor shall remove from the Place of the Work its personnel and all Construction Equipment and other material that is owned or leased by the Contractor, except as otherwise required to comply with GC7.1.7(a)(i) and (ii); and
  - (c) the City shall pay the Contractor for all Work performed, including the cost of complying with GC7.1.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Contractor's personnel and Construction Equipment, all as certified by the Consultant, and upon such payment being made, the Contractor shall have no further or other claim against the City for, or in connection with, termination of the Contract.

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

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



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

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

GC7.2.3.1 is deleted in its entirety.

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

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

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

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

## **GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

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

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

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

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

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

However, the City and the Contractor nonetheless irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the Contract. The City and the Contractor acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim. If a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City's project manager and the Contractor's principal representative at the Place of the Work within three (3) Working Days after the dispute arises, or the City's project manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the City's Director of Facilities and the Contractor's project manager for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (b) the dispute will be referred to a senior executive of the City designated by it and a senior executive of the Contractor designated by it, for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then

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- (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

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

...the parties may request the Project Mediator...

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

...either party may request referral of the dispute...

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

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

GC8.2.9 is added as follows:

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

#### **GC9.1 PROTECTION OF WORK AND PROPERTY**

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

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

- .1 errors in the Contract Documents;
- .2 acts or omissions by the City, other contractors, or their agents and employees.

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

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

GC9.1.5 is added as follows:

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

#### **GC9.2 TOXIC AND HAZARDOUS SUBSTANCES**

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

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

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

- 9.2.2 Prior to the Contractor commencing the Work, the City shall:
- .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and
  - .2 provide the Consultant and the Contractor with a written list of any such Hazardous Substances that the City knows to exist on, and their locations within, the Place of the Work.

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

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

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

- 9.2.4 Except as previously disclosed in writing by the City or as otherwise known by the Contractor, if the Contractor:
- .1 encounters Hazardous Substances at the Place of the Work; or
  - .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3,
- the Contractor shall:
- (a) take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any levels contrary to the requirements of applicable Environmental Law, and
  - (b) immediately report the circumstances to the Consultant and the City by Notice in Writing.

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

- 9.2.5 If the City and the Contractor, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is

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responsible, or whether the Contractor or anyone for whom the Contractor is responsible caused the release of Hazardous Substances at the Place of the Work, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Contractor.

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

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

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

- 9.2.7 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that the Contractor or anyone for whom the Contractor is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Contractor shall promptly at the Contractor's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
  - .2 make good any damage to the Work, the City's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and
  - .4 indemnify the City as required by GC12.1 - INDEMNIFICATION

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

- 9.2.8 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Contractor nor anyone for whom the Contractor is responsible is responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;

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- .2 reimburse the Contractor for all resultant costs and expenses reasonably incurred by the Contractor;
- .3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.2.5 and reimburse the Contractor for costs reasonably incurred as a result of the delay, and
- .4 indemnify the Contractor as required by GC12.1 - INDEMNIFICATION.

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

GC9.2.10 is added as follows:

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

#### GC 9.3 ARTIFACTS AND FOSSILS

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

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

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

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

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

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

#### GC9.4 CONSTRUCTION SAFETY

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

GC9.4.2 is added as follows:

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

GC9.4.3 is added as follows

- 9.4.3 If the Contractor is the “prime contractor”, the Contractor shall:

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

GC9.4.4 is added as follows

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

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- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;
- .2 *Compliance with Directions:* comply with all reasonable directions issued by the "prime contractor" regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and
- .3 *Site Safety Meetings:* attend all Place of the Work safety meetings convened by the "prime contractor".

GC9.4.5 is added as follows

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

- .1 *Reporting:* report immediately to the "prime contractor" (if not the Contractor) and the Consultant all accidents and injuries of any kind or severity occurring on or about the Place of the Work and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;
- .2 *Written Confirmation:* confirm in writing each report made under subparagraph (a); and
- .3 *City Policy:* respect and adhere to City's safety and training policies relative to the Place of the Work and the Work.

GC9.4.6 is added as follows

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

GC9.4.7 is added as follows:

9.4.7 The Contractor shall indemnify and save harmless the City from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including, without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Contractor, and the Contractor's assumption, of the responsibilities, obligations and liabilities of the "prime contractor" under the WorkSafeBC Rules with respect to the Place of the Work.

GC9.4.8 is added as follows:

9.4.8 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract.

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GC9.4.9 is added as follows:

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

GC9.4.10 is added as follows:

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

GC9.4.11 is added as follows:

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

GC9.4.12 is added as follows:

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

GC9.4.13 is added as follows:

- 9.4.13 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- .1 unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
  - .2 the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the "prime contractor", and



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which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or

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

GC9.4.14 is added as follows:

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

**GC9.5 MOULD**

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

- 9.5.1 If the Contractor or the City observes or reasonably suspects the presence of mould at the Place of the Work of the nature and quantity such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the health and safety of persons, the remediation of which has not been separately arranged by the City or is not expressly part of the Work,
- .1 the observing party shall promptly report the circumstances to the other party by Notice in Writing;
- .2 the Contractor shall promptly take all reasonable steps, including stopping all or such portions of the Work as may be necessary to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
- .3 if the City and the Contractor do not agree on whether any mould discovered is of the nature and quantity such that special handling and precautions are required under Environmental Law, or whether such mould may otherwise reasonably present a hazard to the health and safety of persons, or with respect to what steps are appropriate to be taken to deal with the mould, or as to the cause of the presence of the mould, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.2, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Contractor.

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

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

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

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 make good any damage to the Work, the City's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and
- .4 indemnify the City as required by GC12.1 - INDEMNIFICATION.

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

- 9.5.3 If the City and the Contractor agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould at the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Contractor or anyone for whom the Contractor is responsible is not responsible for the presence of such mould, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
  - .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and
  - .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay.

#### GC10.1 TAXES AND DUTIES

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

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

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

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

GC10.1.3 is added as follows:

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

GC10.1.4 is added as follows:

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

- .1 withhold an amount from a payment made to the Contractor hereunder; and
- .2 pay the withheld amount directly to the competent government authority,

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

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

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

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

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

10.2.3 The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of all permits except building and development permits but including occupancy permits, licences, inspections and certificates and their procurement. The Contractor will arrange for all

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inspections and testing required by such permits. The Contractor shall provide to the Consultant copies of all permits and inspection reports from the various authorities as soon as they are received.

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

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

**GC10.4 WORKERS' COMPENSATION**

GC10.4 is deleted in its entirety.

**GC10.5 LIVING WAGE**

GC10.5 is added as follows:

**GC10.5 LIVING WAGE**

10.5.1 For the purposes of this GC10.5, the following terms shall have the following meanings:

- (a) **"Living Wage"** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-Optional benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (b) **"Living Wage Certifier"** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Contractor in writing;
- (c) **"Living Wage Employee"** means any and all employees of the Contractor and all Subcontractors of the Contractor that perform any part of the Work on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (d) **"Social Enterprise"** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (e) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Contractor or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;

10.5.2 Notwithstanding any other provision of any Contract Document but subject to GC 10.5.3, the Contractor shall pay all Living Wage Employees not less than the Living Wage.

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- 10.5.3 Notwithstanding GC 10.5.2, the Contractor has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 10.5.4 The Contractor shall ensure that the requirements of GC 10.5.2 apply to all Subcontractors.
- 10.5.5 A breach by the Contractor of its obligations pursuant to GC 10.5.2 and 10.5.4 shall be deemed to constitute a failure by the Contractor to comply with the requirements of the Contract to a substantial degree and shall entitle the City to terminate the Contract in accordance with GC 7.1.2.
- 10.5.6 The Contractor shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC 10.5 and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Contractor (subject to reimbursement of the Contractor's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after Total Completion of the Work or earlier termination of this Agreement. Any records and accounts provided by the Contractor in accordance with this Section 10.5.5 shall be treated by the City as confidential information.
- 10.5.7 The Contractor shall, at the direction of the City, post signs at Places of Work that are owned by or leased to the City, including all streets, sidewalks and other public rights of way, informing Living Wage Employees of the obligations of the Contractor and Subcontractor pursuant to this GC 10.5 and providing contact information to report any breaches thereof. The City shall supply the Contractor with all such signs and the Contractor shall return all such signs upon completion of the Work or otherwise at the request of the City.
- 10.5.8 The Contractor shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Contractor and each Subcontractor who were paid a Living Wage pursuant to this Section 3.12 during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Contractor pursuant to this GC10.5; and
  - (b) the total incremental costs incurred by the Contractor, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this GC10.5 to pay a Living Wage to the Living Wage Employees described in GC10.5.8(a).

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**GC11.1 INSURANCE**

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

**GC11.1 GENERAL INSURANCE REQUIREMENTS**

- 11.1.1 The Contractor and Subcontractors shall be required to file with the City on or prior to the date of this Agreement (or at such later time as they become Subcontractors), "Certificates of Insurance" in the form required by the City, and where required by the City's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.1 and GC11.2.
- 11.1.2 The Contractor and Subcontractors shall be required to file evidence of renewal of the insurance policies required under this GC11.1 and GC11.2 with the City at least fifteen (15) calendar days prior to their expiry.
- 11.1.3 In addition to the specific requirements set out below, all policies of insurance shall:
- .1 be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;
  - .2 if they are for property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City Insurance Group (as defined below) and all employees and agents of the City Insurance Group;
  - .3 specifically name the City of Vancouver, the Consultant and their officials, officers, employees, agents and consultants engaged on the Project as additional insureds (collectively referred to as the "City Insurance Group");
  - .4 be issued by a company or companies authorized to issue insurance policies in British Columbia; and
  - .5 be issued on a policy form acceptable to the City's Director of Risk Management.
- 11.1.4 Unless otherwise specified, insurance shall be continuously maintained from a date not later than the date hereof, through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work.

**GC11.2 CONTRACT SECURITY**

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

**GC 11.2 SPECIFIC INSURANCE COVERAGE**

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

- (a) *Wrap-up Liability Insurance:*

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

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

1. broad-form property damage and completed operations coverage;
2. personal injury coverage;
3. blanket contractual liability coverage;
5. contingent employer's liability coverage; and
6. non-owned automobile liability coverage,

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

1. coverage for shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
2. coverage for hoist liability;
3. coverage for operation of attached machinery; and
4. contractor's pollution liability coverage, including coverage for asbestos, mould or other hazardous substances.

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

NTD: If the value of the contract/project is \$1 million or less and if the anticipated duration of the contract/project is less than 12 months, the Contractor may carry Commercial general Liability Insurance in lieu of wrap-up liability insurance and the words "Wrap Up Liability Insurance" set out

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above can be replaced with "Commercial General Liability Insurance" - all other language to remain the same.

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

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

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

- (A) Where the City wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give written notice to the Contractor pursuant to GC13 - Occupancy and if requested the Contractor shall promptly notify the City in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the City's expense.
- (B) If, because of such use or occupancy, the Contractor is not requested to or is requested to but is unable to provide coverage, the City upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and mechanical and electrical breakdown insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the City the unearned premiums applicable to the Contractor's policies upon termination of coverage.
- (C) The policy shall provide that, in the event of loss or damage, payment shall be made to the City. Loss or damage shall not affect the rights and obligations of either party under the Contract.
- (D) The Contractor shall be entitled to receive from the City, in addition to the amount due under the Contract, the amount at which the City's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.
- (E) The Contractor shall be responsible for payment of all deductible amounts.



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- (F) In the event of loss or damage to the Work arising from the work or act of the City or another Contractor, then the City shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.
- (c) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.
- (d) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.

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

- (e) *Hull & Machinery Insurance* in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than ten thousand dollars (\$10,000) protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors.
- (f) *Protection & Indemnity Insurance* including City's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, any Subcontractor, or their respective employees or agents in an amount no less than five million dollars (\$5,000,000) per occurrence and a deductible of not more than ten thousand dollars (\$10,000).

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

### GC11.3 CONTRACT SECURITY

GC11.3 is added as follows:

#### GC11.3 CONTRACT SECURITY

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

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1. payment of any Consultant's and legal expenses incurred by the City in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,
2. payment of additional expenses caused to the City for watchmen's services, light, heat, power, etc. incurred by the City during the period between the Contractor's default under the Contract and the commencement of a new contract,
3. extended guarantee periods, corrections after final payment, and warranty obligations, and
4. coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.

11.3.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the warranty. Subject to the requirements of this GC11.3, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

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

#### **GC12.1 INDEMNIFICATION**

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

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

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

12.1.2 The obligation of the Contractor to indemnify the Indemnitees shall be limited to the greater of the Contract Price or five million dollars (\$5,000,000) but in no event shall the sum be greater than twenty million dollars (\$20,000,000). However, despite any other term of this Contract, in no event will this limitation apply in any way to reduce or limit the indemnity or recovery by either party under any insurance policy or bond required by the Contract Documents and in no event will this limit apply to the

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Contractor's or the City's obligations to indemnify under GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES.

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

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

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

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

GC12.1.5 is deleted in its entirety.

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

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

GC12.1.7 is added as follows:

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

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

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

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

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

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

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- (i) the Contractor shall keep the Indemnatee fully informed and consult with it about material elements of the conduct of the claim;
  - (ii) the Contractor shall not bring the name of the Indemnatee into disrepute; and
  - (iii) the Contractor shall not pay or settle such claims without the prior consent of the Indemnatee, such consent not to be unreasonably withheld or delayed;
- (c) a Indemnatee shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under the Contract Documents) if:
  - (i) the Contractor is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with GC12.1.7(a); or
  - (ii) the Contractor fails to comply in any material respect with the provisions of GC12.1.7(e) or GC12.1.7(b);
- (d) the Indemnatee entitled to indemnification pursuant to GC12.1.1 shall be free at any time to give notice to the Contractor that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which GC12.1.7(a) applies. On receipt of such notice the Contractor shall promptly take all steps necessary to transfer the conduct of such claim to the Indemnatee, and shall provide to the Indemnatee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and
- (e) the Contractor shall inform the Indemnatee of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the Indemnatee shall issue instructions accordingly.

## GC12.2 WAIVER OF CLAIMS

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

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

- .1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;
- .2 those arising from the provisions of GC12.1 - INDEMNIFICATION or GC12.3 - WARRANTY;
- .3 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -

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MOULD and GC10.3 - PATENT FEES and those arising from the Contractor bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Contractor commences the Work; and

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

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

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

- .1 those made in writing prior to the Contractor's application for Final Payment and still unsettled; and
- .2 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES or GC10.3 - PATENT FEES.

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

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

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

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

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety.

GC12.2.7 is deleted in its entirety.

GC12.2.8 is deleted in its entirety.

GC12.2.9 is deleted in its entirety.

GC12.2.10 is deleted in its entirety.

### **GC12.3 WARRANTY**

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

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

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

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

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

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

- (a) expressly excludes any and all defects arising from or contributed to by the acts or omissions of the Consultant in the design and specification of the Work as set out in the Drawings, Specifications, or other written instructions or directives issued by the Consultant under this Contract, but only to the extent of the Consultant's defective design or specification, and
- (b) expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

GC12.3.4 is deleted in its entirety and replaced as follows:

12.3.4 During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the City. If the Contractor fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the City may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the City will be payable by the Contractor to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Contractor.

GC12.3.5 is deleted in its entirety and replaced as follows:

12.3.5 Where, pursuant to GC13.1 - Occupancy, the City commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Completion for the Work, the warranty period will be deemed to commence from the issuance date despite such prior use.

GC12.3.6 is deleted in its entirety and replaced as follows:

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- 12.3.6 Issuance of the Certificate of Total Performance of the Work will not extinguish any of the Contractor's obligations under this Contract and the Contractor will remain liable to perform and complete all Work and carry out all obligations required under this Contract

**GC13.1 OCCUPANCY**

GC13.1 is added as follows:

**GC13.1 OCCUPANCY**

- 13.1.1 The City reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the Work, providing it does not interfere with the Contractor's Work, as determined by the Consultant.
- 13.1.2 Such taking possession or use of such Work or part thereof as described in GC13.1.1 shall not be construed as final acceptance of the Work or any part thereof, or an acknowledgement of fulfillment of the Contract.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 2 (PART D - FORM OF AGREEMENT)

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SCHEDULE 2  
LIST OF SPECIFICATIONS AND DRAWINGS

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

[To be added.]

All are incorporated by reference in the form made available by the City during the ITT.



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 3 (PART D - FORM OF AGREEMENT)

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SCHEDULE 3  
SCHEDULE OF PRICES

[When the Contract is finalized, this Schedule will be based on the breakdown of the tendered price in relation to the particular Work for which the Contract is awarded, as provided in the successful Tenderer's Form of Tender.]

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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 4 (PART D - FORM OF AGREEMENT)

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SCHEDULE 4  
SUBCONTRACTORS AND SUPPLIERS

The following are Subcontractors that the Contractor will use for the Work:

Subcontractor	Address	Division/Section Of Work
[To be completed, based on Tender]		

The following are Suppliers that the Contractor will use for the Work:

Supplier	Manufacturer	Address	Item
[To be completed, based on Tender]			

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SCHEDULE 5 (PART D - FORM OF AGREEMENT)

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SCHEDULE 5  
PROJECT SCHEDULE

[Insert the construction schedule provided in response to the Notice of Award, as accepted by the City.]

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 6 (PART D - FORM OF AGREEMENT)

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SCHEDULE 6  
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

[Attach copies of performance bond and labour and material payment bond  
provided after contract award.]

(see attached)

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 7 (PART D - FORM OF AGREEMENT)

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SCHEDULE 7  
INSURANCE CERTIFICATES

[Attach copies of insurance certificates for the project provided after Contract award.]

(see attached)

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 8 (PART D - FORM OF AGREEMENT)

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SCHEDULE 8

FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

[When Contract is finalized, insert table of labour and equipment rates provided with successful  
Tenderer's Form of Tender]

INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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SCHEDULE 9

INSURANCE REQUIREMENTS

1. All Risk Course of Construction Insurance

(a) *Coverage*

"All Risks" of physical loss or damage.

(b) *Property Insured*

(i) *At Site*

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

(ii) *Transit*

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

(iii) *Off-Site*

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

(c) *Insureds*

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

(d) *Term*

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

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SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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(e) *Limit and Deductibles at Site*

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

2. **"Wrap Up Liability Insurance"**

(a) *Insureds*

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

(b) *Limits*

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

(c) *Extensions of Coverage*

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



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CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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(d) ***Deductibles***

Deductible not to exceed \$5,000.

(e) ***Cross Liability***

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

(f) ***Term***

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

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

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

3. **Automobile Insurance**

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

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

4. **Contractor's Equipment Insurance**

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

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

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

The Contractor will obtain or cause its Subcontractors to obtain contractor's pollution liability insurance including "Non Owned Disposal Sites" ("NODS") coverage for a limit not less than \$2,000,000.00 per occurrence with a deductible not greater than \$50,000.00 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal,

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SCHEDULE 9 (PART D - FORM OF AGREEMENT)

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leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor as a named insured.

**6. Professional Liability Insurance**

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

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SCHEDULE 10 (PART D - FORM OF AGREEMENT)

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SCHEDULE 10  
OWNERS LIST OF KNOWN WORKPLACE HAZARDS

See attached.

## OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Contract Title Ash Park Playground Renewal - PS20200900

Project Manager (City employee) Liz Nguyen

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

### PURPOSE

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

### DEFINITIONS

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

### INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

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

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided to all bidders. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

### ASSISTANCE IN COMPLETING THIS DOCUMENT


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

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
1. <b>Asbestos-containing Materials.</b> Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services	
(a) Asbestos containing materials (ACM) will be encountered	NA
(b) A hazardous materials assessment for asbestos is provided in bidding package	NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	NA
2. <b>Lead-containing Materials.</b> Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services	
(a) Inorganic lead-containing materials may be encountered	NA
(b) A hazardous materials assessment for lead is provided in bidding package	NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	NA
3. <b>Other hazardous materials.</b> May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here)  _____ _____ _____	
(a) A hazardous materials assessment for ammonia is provided in bidding package	NA
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in bidding package;	NA
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	NA
4. <b>Confined Spaces.</b> Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:	
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in bidding package;	NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	NA
(c) the contractor shall be responsible for isolation and lockout procedures.	NA

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
5. <b>Lock Out.</b> Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:	
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	NA
(b) work will be performed on or near energized equipment, lines, or circuits	NA
If yes to (a) or (b) describe:  _____  _____  _____	
6. <b>Fall Protection.</b> Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services	
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	NA
(b) Scaffolding or ladders will be required to be secured to a building or structure	NA
7. <b>Overhead and Underground Utilities.</b> Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	N
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	N
(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	N
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y

Hazard or Issue	Project Manager
	Yes (Y), No (N) or Not Applicable (NA)
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?  _____ _____ _____	
<b>8. Construction, Excavation, Shoring and Demolition</b>	
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	N
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	N
<b>9. Chemicals, Solvents, Fumes, Vapours, And/Or Dusts</b> (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	N
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	N
If yes to (a), list the work processes and/or chemicals in use:  _____ _____ _____	
<b>10. Noise</b> (existing work processes only)	
Employees will be exposed to noise levels above 85dba	NA

OTHER HAZARDS (NOT IDENTIFIED ABOVE)	
(a)	<u>Used hypodermic needles are a potential risk on all park sites. Workers should be educated on safe handling and disposal if found, and use caution when reaching into areas with low visibility.</u> _____ _____
(b)	_____ _____
(c)	_____ _____

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Liz Nguyen	
Project Manager Signature: 	Date: August 28, 2020
Title: Landscape Architect I	Phone: 604-654-0763



INVITATION TO TENDER NO. PS20200900  
CONTRACTOR FOR ASH PARK PLAYGROUND REPLACEMENT  
SCHEDULE 11 (PART D - FORM OF AGREEMENT)

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SCHEDULE 11  
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

CONTRACT TITLE \_\_\_\_\_

PROJECT MANAGER (CITY EMPLOYEE) \_\_\_\_\_

CONTRACTOR REPRESENTATIVE \_\_\_\_\_

CONTRACT NAME & # \_\_\_\_\_

**Purpose**

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

**Reference Material**

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

**Instructions for Completion**

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

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

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

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

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

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

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**Documentation and Training Requirements**

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

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

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

**HAZARDOUS MATERIALS**

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

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

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

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Vancouver (or third party) in the tender package	TBD
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD
c) We have a written exposure control program for Lead <b>(D)</b>	Y N NA

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

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

If yes to g), provide brief description:

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

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

If yes to a) or b) describe:

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

If yes to a), describe:

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

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

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

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g) We will develop a demolition/salvage plan <b>(D)</b>	Y N NA
h) We will evaluate the demolition materials for reuse or recycling	Y N NA
i) We will protect passers-by from potential hazards	Y N NA

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

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

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

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

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

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

<b>15. RESPIRATORY PROTECTION</b>	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection	Y N NA

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

If yes to a), describe:

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

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



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

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

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

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

If yes, describe:

a) \_\_\_\_\_

b) \_\_\_\_\_

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- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_

Describe the control measures each of the concerns listed above:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_

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

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

SUMMARY OF DOCUMENTATION (D) TO BE PROVIDED BY THE CONTRACTOR upon request	Yes (Y) or Not
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by the City of Vancouver  (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	
f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	
o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorksafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

<b>SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES</b> (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	

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b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	