



**INVITATION TO TENDER NO. PS08037 (“ITT”)
SOUTHEAST FALSE CREEK ENERGY CENTRE AND SEWAGE PUMP STATION**

1890 Spyglass Place
Vancouver, British Columbia

Tenders are to be addressed to the Office of the City Clerk, and delivered to the Courier Delivery Drop-Off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the “Closing Time” of 11:00:00 A.M. Vancouver Time (as defined in Note 2 below), Tuesday, July 29, 2008 (the “Tender Closing Time”) and registered immediately following the Tender Closing Time at Committee Room 2, 3rd Floor, Vancouver City Hall.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer’s Name, and the ITT Title and Number.
2. The Tender Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX OR E-MAIL.
4. All queries related to this ITT shall be submitted in writing to the attention of:

Wendy Corneau, B.Sc
Contracting Specialist

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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- Soils Remediation Technical Memo
- LEED Canada NC Progress Report
- Acoustic Report

END OF SECTION 00030

	Name/Address
Owner:	City of Vancouver Neighbourhood Energy Utility 453 West 12 th Avenue Vancouver, BC V5Y 1V4 Attention: Chris Baber, P.Eng., Project Manager Email: chris.baber@vancouver.ca
Consultant: Cambie Street Bridge Pier Foundation Retrofit	MMM Group Limited #600 - 1455 West Georgia Street Vancouver, BC V6G 2T3 Attention: Jianping Jiang, Ph.D., P.Eng. Manager, Structures Email: jjiangj@mmm.ca
Consultant: Southeast False Creek Energy Centre and Sewage Pump Station	Sandwell Engineering Inc. 600 - 885 Dunsmuir Street Vancouver, BC V6C 1N5 Attention: Dennis Mitchell, P.Eng., Project Manager Email: dmitchell@sandwell.com

END OF SECTION 00050

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1.0 INTRODUCTION

- 1.1 The City of Vancouver (hereinafter called the “Owner”) invites tenders on the terms and conditions of these Tender Documents for the construction of the following:
- Cambie Street Bridge Pier Foundation Seismic Retrofit; and
 - Southeast False Creek Energy Centre and Sewage Pump Station (collectively, the “Work”).
- 1.2 The Place of the Work is: 1890 Spyglass Place, Vancouver, British Columbia (the “Site” or “Place of the Work”).
- 1.3 The successful Tenderer will become the “Contractor” and will be required to sign a contract directly with the Owner, using the Agreement attached hereto as part of the Tender Documents. Notwithstanding the execution of such Agreement, the successful Tenderer will be bound upon the Owner notifying such Tenderer in writing that his tender has been accepted. Such notification is referred to herein as the “Notice of Award”.
- 1.4 One (1) complete set of Tender Documents may be obtained by notifying the contact person shown on the cover page of this document. Additional sets may be purchased as required for the amount of Three Hundred Dollars (\$300.00) per set, by certified cheque made payable to the “City of Vancouver”. The cost of additional sets shall be non-refundable.
- 1.5 All defined terms throughout the different parts of the Tender Documents shall be applicable to all other parts of the Tender Documents, unless such terms are also specifically defined in the other part(s) of the Tender Documents or the context of their use requires otherwise.

2.0 INQUIRIES

- 2.1 All inquiries and requests for clarification regarding this ITT shall be submitted in writing to the attention of:

Wendy Corneau, B.Sc.
Contracting Specialist
City of Vancouver
Purchasing Services
Fax: 604.873.7057
E-mail: purchasing@vancouver.ca

3.0 SUBMISSION OF TENDERS

3.1 Tenders shall be submitted to the front desk of:

City of Vancouver - Office of the City Clerk
c/o Courier Delivery Drop-Off Office
1st Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Wendy Corneau, Contracting Specialist,

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

3.2 Tenderers should submit four (4) hard copies and one (1) CD-ROM copy of their tender in a sealed envelope, clearly identified with the Tenderer's name and the name of the project on the outside as follows:

“Tender for: **ITT PS08037 - Southeast False Creek Energy Centre and Sewage Pump Station**”

Submitted by: _____
[Tenderer's Name]

Date: _____ Time: _____
[To be stamped by Owner]

DO NOT OPEN PRIOR TO THE TENDER CLOSING TIME

3.3 Telephone, e-mail or facsimile tenders will NOT be accepted. Tenders may be amended by facsimile up to the Tender Closing Time in accordance with Clause 12.0 of this Section.

3.4 The Owner may extend the Tender Closing Time for any reason and, in that event, shall, in writing, advise all parties registered as having received a copy of the Tender Documents of the revised Tender Closing Time. In the event of such extension, the revised date shall thereupon be deemed to be the “Tender Closing Time”.

3.5 The Owner will open the tenders in public and announce the names of the Tenderers, and their respective Tender Price. Separate prices for optional work, alternate prices, unit prices, breakdown of prices and other detailed information will not be announced at the opening of tenders.

3.6 Late tenders will NOT be accepted or considered, and will be returned unopened.

4.0 TENDER DOCUMENTS

4.1 The “Tender Documents” consist of the following:

- .1 The documents and drawings listed in Section 00030 - Table of Contents; and
- .2 Addenda issued.

4.2 Any additional information made available to Tenderers prior to the Tender Closing Time by the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Design Drawings, Detail Drawings and Standards is not included in the Tender Documents. Such additional information is made available only for the assistance of Tenderers who must make their own judgement about its reliability, accuracy or completeness. Neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate or complete.

4.3 Each Tenderer shall conduct a review of the Tender Documents upon their receipt and verify that all documents are included and are complete. In the event that documents are missing or incomplete, the recipient shall notify (in writing) the contact person noted on the cover page of this ITT. It is the responsibility of the Tenderer to ensure receipt of a complete set of Tender Documents.

5.0 TENDER REQUIREMENTS

5.1 A tender should be on the Form of Tender included in the Tender Documents and be signed by the authorized signatory(s) as follows:

- .1 signature(s) should be in original handwriting;
- .2 if the Tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally; if a partner or joint venturer is a corporation then such corporation should sign as indicated in paragraph 5.1.3 below; and
- .3 if the Tenderer is a corporation then the full name of the corporation should be included, together with the names and signatures of authorized signatories.

5.2 A tender should be accompanied by the following securities (tenders that are received by the Owner and are not accompanied by approved bid security may or may not be considered):

- .1 a Bid Bond in the amount of ten (10) percent of the Tender Price, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form reasonably satisfactory to the Owner; and
- .2 an Undertaking of Surety in a form included in Appendix 8 of the Form of Tender or equivalent form by a Surety Company licensed to carry on the business of suretyship in British Columbia, stating that if the Tenderer is awarded the Contract, bonding will be provided pursuant to Clause 17.0 of this Section.

5.3 A tender should include the following completed forms attached as appendices to the Form of Tender:

- .1 Appendix 1 - Breakdown of Tender Price;
- .2 Appendix 2 - List of Subcontractors;
- .3 Appendix 5 - List of Unit Prices;
- .4 Appendix 6 - Master Project Schedule;
- .5 Appendix 7 - Proposed Key Project Personnel; and
- .6 Appendix 8 - Undertaking of Surety (or equivalent form).

6.0 AWARD

6.1 The Owner reserves the full right, in its sole discretion and according to its own judgment of its best interest, to:

- .1 reject any or all tenders;
- .2 consider any tender that is incomplete, conditional, obscure, or contains alterations and/or irregularities to be non-responsive;
- .3 waive any defect or deficiency in a tender which does not materially affect the tender or the Tender Price relative to other tenders and accept that tender; and
- .4 accept any tender it considers advantageous.

The lowest priced tender will not necessarily be accepted.

6.2 The Owner may, prior to and/or after Contract award, negotiate changes to the scope of work, the materials, the specifications or any conditions with the low Tenderer or any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their tendered prices as a result of changes to the scope of the work, the materials, the specifications or any conditions. The Owner shall have no liability to any other Tenderer as a result of such negotiations or modifications.

6.3 Tenderers will not be permitted to alter or amend tendered prices included in a tender after the Tender Closing Time. If prior to an award of the Contract the Owner identifies changes the Owner wishes to make to the Contract Documents, then such changes shall be dealt with after the award of the Contract as "Changes in the Work", and the provisions of GC PART 6 - *CHANGES IN THE WORK* shall apply.

6.4 Tenders shall be irrevocable and remain open for acceptance by the Owner for a period of sixty (60) calendar days after the Tender Closing Time.

6.5 Owner's guidelines or policies that may be applicable shall not give rise to legal rights on the part of any contractor, subcontractor or others as against the Owner, and shall in no case create any liability on the part of the Owner.

6.6 The Owner will notify the successful Tenderer by issuance of a Notice of Award.

7.0 KNOWLEDGE OF SITE

7.1 All Tenderers, either personally or through a representative, are responsible to examine the Place of the Work before submitting a tender. A Tenderer has full responsibility to be familiar with and make allowance in its tender for all conditions at the Place of the Work that might affect the tender, including any information regarding subsurface soil conditions made available by the Owner, the location of the Work, local conditions, topographical soil conditions, weather and access. Unless otherwise specified in the Contract Documents, a Tenderer is not required to do subsurface investigations. By submitting a tender, a Tenderer represents that the Tenderer has examined the Place of the Work, or specifically elected not to do so. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Place of the Work which were reasonably foreseeable by a contractor qualified to undertake the Work.

- 7.2 Neither the Owner nor the Consultant(s) will be responsible for any error or negligence, interpretation or misinterpretation with respect to any discrepancies between actual site conditions and descriptions, or conditions contained in the Tender Documents. Underground utilities of record will be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations or failure to show utility locations on the construction plans. The Contractor should confirm locations by working directly with the utility companies concerned, including regulatory departments of the City of Vancouver.
- 7.3 The Cambie Bridge structure, including support columns and foundation, (collectively, the “Cambie Bridge”) is to be fully protected from damage during the Work and all effected areas are to be made good to existing condition or better. Immediate notification to the Consultant(s) and Owner will be required if any damage occurs to the Cambie Bridge.
- 7.4 The Owner will hold two informational meetings for Tenderers (the “Informational Meetings”) as follows:

Time and Date	Locations
<p>Informational Meeting (Session 1): July 7, 2008 Meeting will start at 1:00P.M. Tenderers should assemble at the security gate.</p> <p>2:00P.M. Tenderers will be asked to relocate for a Question & Answer Period at 701 National Avenue, reception area.</p>	<p>Site Visit: Underneath the Cambie Street Bridge on the North Side of 1st Avenue, Vancouver, British Columbia</p> <hr/> <p>Question & Answer Period: National Works Yard Conference Room #103 - 701 National Avenue, Vancouver, British Columbia, V6A 4L3</p>
<p>Informational Meeting (Session 2): July 15, 2008</p> <p>Meeting will start at 1:00P.M. 701 National Avenue, reception area</p>	<p>National Works Yard Conference Room #103 - 701 National Avenue, Vancouver, British Columbia, V6A 4L3</p>

- 7.5 Session 1 of the Informational Meetings will include a site visit and general overview of the above ground site and follow with an overview of the requirements and process for this ITT and will also enable Tenderers to seek clarification on ITT issues in a communal forum.
- 7.6 Session 2 of the Informational Meetings will include a general overview of any addenda issued enabling Tenderers to seek further clarification on the ITT and addenda in a communal forum.

- 7.7 Tenderers are encouraged to read this ITT and any addenda issued prior to the Informational Meetings and submit any questions (in writing) relating to this ITT to the contact person listed on the cover page prior to the first Informational Meeting.
- 7.8 **All prospective Tenderers should pre-register for the Informational Meetings by submitting an Informational Meeting Attendance Form (attached as Appendix 10 to the Form of Tender (Section 00310)) by fax or e-mail to the contact person listed therein prior to the Response Deadline (as defined therein).**
- 7.9 The Owner will in good faith attempt to give accurate verbal responses to questions during the Informational Meetings however, Tenderers are advised that they may only rely on the formal written response/summary to be issued by the Owner following the Informational Meetings. The formal written response/summary will be issued by the Owner as soon as possible following the Informational Meetings and posted on the City's website at:
<http://www.vancouver.ca/bid/bidopp/openbid.htm>.
- 8.0 APPROVED EQUALS**
- 8.1 Prior to three (3) Working Days before the Tender Closing Time, a Tenderer may request the Owner to approve materials, products, or equipment ("Approved Equals") to be included in a tender in substitution for items indicated in the Tender Documents.
- 8.2 Applications for Approved Equals must be in writing, and supported by appropriate information, data, specifications and documentation.
- 8.3 If the Owner decides in its sole discretion to accept Approved Equals, then the Owner will issue an addendum to all Tenderers.
- 8.4 The Owner is not obligated to review or accept any application for Approved Equals.
- 9.0 INTERPRETATION OF TENDER DOCUMENTS**
- 9.1 If a Tenderer is in doubt as to the correct meaning of any provision of the Tender Documents, the Tenderer may request clarification in writing from the person named in paragraph 2.1 of this Section.
- 9.2 If a Tenderer discovers any contradictions or inconsistencies in the Tender Documents or its provisions, the Tenderer shall immediately notify in writing the person named in paragraph 2.1 of this Section.
- 9.3 If the Owner considers it necessary, the Owner may issue written addenda to provide clarification(s) of the Tender Documents.
- 9.4 No oral interpretation or representations from the Owner or any representative of the Owner will affect, alter or amend any provision of the Tender Documents.

10.0 PRICES

10.1 The Tender Price will represent the entire cost (excluding GST) to the Owner for the complete Work based on the Tender Documents, including Addenda. Notwithstanding the generalities of the above, Tenderers shall include in the tendered prices (including unit prices, separate prices, or other forms of pricing) sufficient amount to cover:

- .1 the costs of labour, equipment and material included in or required for the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the Tender Documents;
- .2 all assessments payable with respect to labour as required by any statutory scheme such as Workers' Compensation, employment insurance, holiday pay, insurance, CPP and all employee benefits;
- .3 all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
- .4 the cost of complying with all applicable laws regarding trade or other qualifications of employees performing the Work, and payment of appropriate wages for labour included in or required for the Work.

11.0 TAXES AND DUTIES

11.1 The Tender Price and unit prices shall include all Federal and Provincial taxes and all custom and excise duties in force as of the date of the Tender Closing Time, except the Federal Goods and Services Tax ("GST").

11.2 The GST is not to be considered an applicable tax for the purposes of the tender. The Tenderer shall therefore not include any amount in its Tender Price and unit prices for the said GST. The Contractor will indicate on each application for payment as a separate amount the appropriate GST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract and will therefore not affect the Contract Price.

11.3 Tenderers are advised that if they are not residents of Canada, the *Income Tax Act* of Canada requires that a certain percentage of the monies otherwise payable to the Contractor be withheld by the Owner 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 treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of the Canada Revenue Agency for further details. The Owner shall receive a credit under the Contract for monies withheld and remitted to the Receiver-General for Canada.

12.0 AMENDMENT OF TENDERS

12.1 A Tenderer may amend or revoke a tender by giving written notice, delivered either by (1) hand to the office noted in paragraph 3.1 of this Section, or (2) facsimile to the office referred to in paragraph 2.1 of this Section, at any time up until the Tender Closing Time. An amendment or revocation that is received at or after the Tender Closing Time shall not be considered and shall not affect a tender as submitted.

- 12.2 An amendment or revocation must be signed by an authorized signatory of the Tenderer in the same manner as provided by paragraph 5.1 of this Section.
- 12.3 Amendments should not expressly or by inference disclose the Tenderer's Tender Price or other material element of the tender, such that the original Tender Price or other material element of the tender is prematurely disclosed.
- 12.4 If a tender amendment or revocation is sent by facsimile, the Tenderer assumes the entire risk that equipment and staff at the office referred to in paragraph 2.1 of this Section will properly receive the facsimile containing the amendment or revocation before the Tender Closing Time. The Owner assumes no risk or responsibility whatsoever that any facsimile will be received as required by paragraph 12.1 of this Section and shall not be liable to any Tenderer if for any reason a facsimile is not properly received.

13.0 DURATION OF TENDERS

- 13.1 After the Tender Closing Time, a tender shall remain valid and irrevocable as set out in paragraph 6.4 of this Section.

14.0 QUALIFICATIONS OF TENDERERS

- 14.1 By submitting a tender, a Tenderer is representing that it has the competence, qualifications and relevant experience required to do the Work.

15.0 SUBCONTRACTORS

- 15.1 Pursuant to GC 3.8 of the Contract, the Owner reserves the right to object to any of the Subcontractors and Suppliers listed in a tender. If the Owner objects to a listed Subcontractor(s) and/or Supplier then the Owner will permit a Tenderer to, within 5 days, propose a substitute Subcontractor(s) and/or Supplier acceptable to the Owner. A Tenderer will not be required to make such a substitution and, if the Owner objects to a listed Subcontractor(s) and/or Supplier, the Tenderer may, rather than propose a substitute Subcontractor(s) and/or Supplier, consider its tender rejected by the Owner and by written notice withdraw its tender. The Owner shall, in that event, return the Tenderer's bid security.

16.0 DIVISION OF WORK AND OPTIONAL WORK

- 16.1 If Appendix 3 to the Form of Tender includes any Separate Prices for Optional Work, then Tenderers should complete all the prices for such Optional Work. Such tender prices shall not include any general overhead costs or other costs or profit, not directly related to the Optional Work.
- 16.2 The Owner may elect to proceed with any or all of the Optional Work for which prices are requested. The price for the Optional Work that is selected by the Owner shall be included in the Contract Price.
- 16.3 The prices for any or all of the listed Optional Work will be considered by the Owner for the purpose of price comparison between tenders.

17.0 BONDS

- 17.1 Within ten (10) days of receipt of Owner's Notice of Award, the Contractor shall at the Contractor's own expense, provide a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price. Each of such bonds shall be issued by a properly licensed surety company authorized to carry on the business of suretyship in the Province of British Columbia, and in a form satisfactory to the Owner.
- 17.2 The cost of the Performance Bond and Labour and Material Payment Bond shall be the sole responsibility of the successful Tenderer.

18.0 ADDENDA

- 18.1 The Owner will issue changes and clarifications to the Tender Documents via Addenda to all parties registered as having received a copy of the Tender Documents, and those Addenda shall then form part of the Tender Documents.

All prospective Tenderers should complete and submit a Response Notification Form (attached as Appendix 9 to the Form of Tender (Section 00310)) by fax or e-mail to the contact person listed therein prior to the date noted therein.

- 18.2 In the space provided in the Form of Tender, a Tenderer shall acknowledge that:
- .1 it has received the Addenda; and
 - .2 its tender has been prepared in accordance with the Tender Documents, including such Addenda.

19.0 TIME FOR COMPLETION OF THE WORK

- 19.1 The Work shall commence immediately upon receipt of a Notice to Proceed, and must be substantially completed by **Wednesday, September 30, 2009**, with Total Performance of the Work achieved by **Friday, October 30, 2009**.
- 19.2 The date for Total Performance of the Work in Article A-1 of the Agreement shall be the date stated therefor in paragraph 19.1 above.

20.0 RELEASE, INDEMNITY AND LIMITATION

- 20.1 For the purposes of this Clause 20.0:
- .1 **"Losses"** means, in respect of any matter, all:
 - 1. direct and indirect; as well as
 - 2. 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).
 - .2 **"Tender Contract"** means any contract whether simple or by deed formed upon receipt by the Owner of a tender from a Tenderer in response to the ITT.

20.2 Release

The Tenderer now releases the Owner from all liability for any Losses in respect of:

- .1 any alleged (or judicially imposed) breach by the Owner or its employees, officers, officials or agents, including the Consultant(s), of the Tender Contract (it being acknowledged and agreed that to the best of the parties' knowledge, the Owner has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- .2 any unintentional tort of the Owner or its employees, officers, officials or agents, including the Consultant(s), occurring in the course of conducting this ITT;
- .3 the Tenderer preparing and submitting a signed Form of Tender;
- .4 the Owner accepting or rejecting the Tenderer's tender;
- .5 the manner in which a Contract award is made or in which no Contract award is made; and
- .6 the Tenderer(s), if any, to whom a Contract award is made.

20.3 Indemnity

The Tenderer now indemnifies and will protect and save the Owner and its employees, officers, officials and agents, including the Consultant(s), harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, consultants or Suppliers alleging or pleading:

- .1 any alleged (or judicially imposed) breach by the Owner or its employees, officers, officials or agents, including the Consultant(s), of the Tender Contract (it being agreed that, to the best of the parties' knowledge, the Owner has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- .2 any unintentional tort of the Owner or its employees, officers, officials or agents, including the Consultant(s), occurring in the course of conducting this ITT; or
- .3 liability on any other basis related to the tendering process, bidding process or the Tender Contract.

20.4 Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the Owner or its employees, officers, officials or agents, including the Consultant(s), are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Subcontractors, consultants or Suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Subcontractors, consultants or Suppliers on any basis or legal principle of any kind, the Owner's liability is limited

to a maximum of Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement (either expressly stated or implied) to the contrary.

21.0 DISPUTE RESOLUTION

21.1 Any dispute relating in any manner to this ITT, except only disputes arising between the Owner and any Tenderer to whom the Owner has issued a Notice of Award, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- .1 The arbitrator will be selected by the Owner's Manager of Materials Management; and
- .2 Clause 20.0 - *Release, Indemnity and Limitation* above will:
 - (i) bind the arbitrator, the Tenderer and the Owner; and
 - (ii) survive any and all awards made by the arbitrator.

22.0 CONFIDENTIALITY AND PRIVACY

22.1 For the purposes of this Clause 22.0, "Information and Privacy Legislation" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time.

22.2 The tender, once submitted to the Owner, becomes the property of the Owner, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. The tender, upon submission to the Owner, will be received and held in confidence by the Owner unless and to the extent that it is or must be disclosed pursuant to Information and Privacy Legislation or the award and evaluation process adopted by the Owner for this type of ITT or the reporting to the Owner's City Council in public.

23.0 REPORTS

23.1 Geotechnical reports relating to the Place of the Work may be available. It is the Tenderer's responsibility to make arrangements with the Owner to inspect such reports if the Tenderer considers it necessary. No representation is made as to the accuracy or completeness of any of these reports, and if a Tenderer chooses to rely on such reports, it does so at its own risk.

23.2 Any information pertaining to geotechnical conditions and any bore-hole logs that may be furnished by the Owner are a matter of general information only. If bore-hole logs are furnished, bore-hole descriptions or logs shall not be interpreted as descriptive of conditions at locations other than those described by the bore-holes themselves.

END OF SECTION 00100

FORM OF TENDER

FOR

**SOUTHEAST FALSE CREEK ENERGY CENTRE
AND SEWAGE PUMP STATION**

SUBMITTED BY:

TENDERER'S CONTACT PERSON:

Name: _____

Telephone: _____

Fax: _____

E-Mail: _____

Tenderer's Initials

PROJECT: Southeast False Creek Energy Centre and Sewage Pump Station
1890 Spyglass Place, Vancouver, British Columbia, Canada

TO: City of Vancouver
Neighbourhood Energy Utility
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: Chris Baber, P.Eng., Project Manager

FROM: _____
[Insert Name of Tenderer]

ADDRESS: _____

[Insert Tenderer's Address]

1.0 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed the Tender Documents listed in the Instructions to Tenderers (Section 00100), and the following Addenda:

(Addenda, if any);

1.2 have full knowledge of the Place of the Work, and the Work required; and

1.3 have complied with the Instructions to Tenderers.

2.0 ACCORDINGLY, WE HEREBY OFFER:

2.1 to perform and complete the Work and to provide all the labour, equipment and material, all as set out in the Tender Documents, in strict compliance with the Tender Documents;

Tenderer's Initials

2.2 to achieve Total Performance of the Work, on or before **October 30, 2009**, and in accordance with the Master Project Schedule, Appendix 6 of this Form of Tender; and

2.3 to do the Work for the fixed tender price of:

_____ Dollars

(\$ _____) in Canadian funds (the "Tender Price"), which price includes all applicable taxes and duties in force at this date, but excludes the Federal Goods and Services Tax ("GST"). Said Tender Price is comprised of the component prices set out in Appendix 1 - Breakdown of Tender Price.

3.0 WE CONFIRM:

3.1 REQUIRED DOCUMENTS INCLUDED:

that as required, the following completed forms are attached to and form a part of this tender:

- .1 Appendices 1 to 2, inclusive;
- .2 Appendices 5 to 8, inclusive; and
- .3 a Bid Bond in the amount of ten (10) percent of the Tender Price.

3.2 NO CONFLICT OF INTEREST/NO COLLUSION:

- .1 that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - (a) an elected official or employee of the Owner; or
 - (b) related to or has any business or family relationship with any elected official or employee of the Owner, such that there would be any conflict of interest or any appearance of a conflict of interest in the evaluation or consideration of this tender by the Owner, except as follows:

[The Tenderer is conclusively deemed to have declared "none" unless the Tenderer deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

- .2 and warrant that the Tenderer:
 - (a) has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this ITT; and
 - (b) is not competing within this ITT process with any entity with which it is legally or financially associated or affiliated, except as follows:

[The Tenderer is conclusively deemed to have declared "none" unless the Tenderer deletes this note and describes any or all relationships which might give rise to collusion or an appearance of collusion.]

Tenderer's Initials

4.0 WE AGREE:

4.1 that this tender will be irrevocable and open for acceptance by the Owner for a period of 60 calendar days from the day following the Tender Closing Time, even if the tender of another Tenderer is accepted by the Owner. If within this period the Owner delivers a written notice (“Notice of Award”) by which the Owner accepts our tender, we will:

- .1 within ten (10) Working Days of receipt of the written Notice of Award deliver to the Owner:
 - .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty (50) percent of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
 - .2 a detailed Construction Schedule, as provided by GC 3.5 to the Agreement;
 - .3 a “clearance letter” indicating that the Contractor is in WCB (WorkSafeBC) compliance;
 - .4 a copy of the insurance policies as provided by GC 11.1 indicating that all such insurance coverage is in place; and
 - .5 a copy of our business licence;
- .2 upon receipt of a Notice to Proceed from the Owner, undertake the Work in accordance with the Master Project Schedule; and
- .3 execute the Contract upon finalization by the Consultant and Owner within the time specified in Clause 5.0 of this Section.

5.0 WE AGREE:

5.1 that, if we receive written Notice of Award and, contrary to Clause 4.0 of this Form of Tender, we:

- .1 fail or refuse to deliver the documents as specified by paragraph 4.1.1 of this Form of Tender;
- .2 fail to execute the Contract within 72 hours of receipt of such document; or
- .3 fail or refuse to commence the Work as required by the Notice to Proceed,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner in an amount equal to the lesser of:

- (a) the face value of the Bid Security; and

Tenderer's Initials

- (b) the amount by which our Tender Price is less than the amount for which the Owner contracts with another party to perform the Work.

6.0 IN WITNESS WHEREOF this tender is executed on _____, 2008

[Where a Tenderer is a corporation, the corporate seal should be affixed by the person or persons so authorized by the corporation. If the corporation does not have a seal, the name of the corporation should be written in the appropriate space below, together with the signature of the person or persons duly authorized to bind the corporation in this regard. A certified copy of a resolution of the corporation authorizing the execution of this Form of Tender should be submitted to the Owner on demand.]

WHERE THE TENDERER IS A CORPORATION:

The Common Seal of _____ (C/S)

_____ was hereunto affixed
in the presence of:

Authorized Signatory

Please print name and title

Authorized Signatory

Please print name and title

WHERE THE TENDERER DOES NOT HAVE A SEAL:

[Full Name of Corporation]

Per: _____
Authorized Signatory

Please print name and title

Per: _____
Authorized Signatory

Please print name and title

Tenderer's Initials

FOR PARTNERSHIP:

[Full Name of Partnership]

Per: _____
Authorized Signatory

Please print name and title

Per: _____
Authorized Signatory

Please print name and title

FOR SOLE PROPRIETORSHIP:

SIGNED, SEALED AND DELIVERED
in the presence of:

Signature of Witness

Signature of Individual

Address

Full name of Individual

Occupation

Tenderer's Initials

APPENDIX 1

BREAKDOWN OF TENDER PRICE

Pursuant to paragraph 2.3 of the Form of Tender, the Tender Price for the Work is broken down as follows for comparison purposes only (Tenderer's overhead and profit apportioned into the price of each component):

ITEM	COMPONENT:	LUMP SUM PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXCLUDING GST):
A.	Cambie Street Bridge Pier Foundation Seismic Retrofit:	
A1.	Pilecaps Seismic Retrofit	\$
B.	Southeast False Creek Energy Centre and Sewage Pump Station (Refer to Section 01010 – Scope of Work):	
B1.	Mobilization (Task 1.4.1)	\$
B2.	Demobilization (Task 1.4.1)	\$
B3.	General (Task 1.4.1)	\$
B4.	Site Preparation (Task 1.4.1)	\$
B5.	Civil (Task 1.4.3)	\$
B6.	Architectural (Task 1.4.4)	\$
B7.	Excavation (Task 1.4.5)	\$
B8.	Foundations (Task 1.4.5)	\$
B9.	Structural (Task 1.4.5)	\$
B10.	Mechanical – Sewage PS Install (Task 1.4.6.1)	\$
B11.	Mechanical – PS <u>Equip</u> ¹ Supply (Task 1.4.6.1)	\$
B12.	Mechanical – CHP Installation (Task 1.4.6.2)	\$
B13.	Mechanical – CHP <u>Equip</u> ¹ Supply (Task 1.4.6.2)	\$
B14.	Mechanical – HVAC Supply/Install (Task 1.4.6.3)	\$
B15.	Electrical Installation (Task 1.4.7)	\$
B16.	Electrical <u>Equipment</u> ¹ Supply (Task 1.4.7)	\$
B17.	Instrumentation and Control Install (Task 1.4.7)	\$
B18.	Instrumentation and Control Supply (Task 1.4.7)	\$

Tenderer's Initials

B19.	Public Art (Task 1.4.8)	\$
B20.	Landscaping (Task 1.4.9)	\$
B-T	Total for Items B1. through B20. (inclusive) =	\$

Note: 1. Equipment is defined as pumps, tanks, filters, panels, etc., and not piping, valves, cable, tray, etc.; the latter is to be included in the installation cost breakdown.

C.	Cash Allowances	
C1.	Cash Allowance Amount (from Appendix 5)	\$

Tender Price , excluding GST (Item A1. + Item B-T + Item C1.) =	\$
--	----

Tenderer's Initials

APPENDIX 2

LIST OF SUBCONTRACTORS

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following are the Subcontractors we propose to use for Divisions or Sections of Work listed hereunder:

	Division/Section of Work	Name of Subcontractor

Tenderer's Initials

APPENDIX 3

INTENTIONALLY DELETED

[INTENTIONALLY BLANK]

Tenderer's Initials

APPENDIX 4

INTENTIONALLY DELETED

[INTENTIONALLY BLANK]

Tenderer's Initials

APPENDIX 5

LIST OF UNIT PRICES

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following is a list of items for which Unit Prices were requested. Unit prices quoted include all overhead, profit and taxes, excluding GST.

Item	Description	Unit	Estimated Quantity	Unit Price (\$ (add/delete))	Total Amount (\$)
1	Authorized over-excavation (rock; localized areas for base slab) non-blasting methods used	m ³	30		
2	Authorized over-excavation (till)	m ³	100		
3	Authorized over-excavation (rock, where blasting is required)	m ³	20		
4	Excavation of contaminated soils (excavation depth ±0.4m); load and haul to authorized off-site facility	t	10		
5	Excavate boulders	m ³	5		
6	Excavate oversize material	m ³	20		
7	Saw-cutting control joints	m	20		
8	Un-reinforced lean mix concrete	m ³	15		
9	Controlled density fill (Type 4 Fill)	m ³	100		
10	Compacted Type 1 Fill	m ³	40		
11	Compacted Type 2 Fill	m ³	40		
12	Compacted Type 3 Fill	m ³	40		
13	Formwork for walls up to 600 thick	m ²	100		
14	Formwork for columns	m ²	40		
15	Formwork for beams	m ²	20		
16	Formwork for slab	m ²	100		
17	Reinforcement in base slab and footings	kg	525		

Tenderer's Initials

Item	Description	Unit	Estimated Quantity	Unit Price (\$) (add/delete)	Total Amount (\$)
18	Reinforcement in walls and columns	kg	2700		
19	Reinforcement in suspended slabs and beams	kg	350		
20	35Mpa concrete in base slab and footings	m ³	15		
21	35Mpa concrete in walls and columns	m ³	25		
22	35Mpa concrete in suspended slabs and beams	m ³	10		
23	Embedded steel	kg	200		
24	Waterproofing per specification	m ²	30		
25	Insulation per specification	m ³	90		
26	CS piping – 3” cut and weld	m	20		
27	CS piping – 4” cut and weld	m	18		
28	CS piping – 6” cut and weld	m	15		
29	CS piping – 8” cut and weld	m	12		
30	CS piping – 10” cut and weld	m	10		
31	CS piping – 12” cut and weld	m	10		
32	CS piping – 14” cut and weld	m	8		
33	CS piping – 16” cut and weld	m	8		
34	CS piping – 18” cut and weld	m	5		
35	CS piping – 24” cut and weld	m	3		
36	CS piping – 30” cut and weld	m	2		
37	SS piping – 3” cut and weld	m	15		
38	SS piping – 4” cut and weld	m	14		
39	SS piping – 6” cut and weld	m	12		

Tenderer's Initials

Item	Description	Unit	Estimated Quantity	Unit Price (\$) (add/delete)	Total Amount (\$)
40	SS piping – 8” cut and weld	m	10		
41	SS piping – 10” cut and weld	m	8		
42	SS piping – 12” cut and weld	m	6		
43	SS piping – 14” cut and weld	m	4		
44	SS piping – 16” cut and weld	m	2		
	Total for Items Noted Above (\$) =				
	(To be included in Appendix 1 as “Cash Allowances” Amount)				

Tenderer's Initials

APPENDIX 6

MASTER PROJECT SCHEDULE

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following is our Master Project Schedule on which our detailed Construction Schedule will be based.

	Item	Start	Complete
1.	Award of Contract	August 2008	August 2008
2.	Mobilization ¹		
3.	Excavation & Backfill		
4.	Foundations		
5.	Building Construction		
6.	Mechanical, Piping & HVAC		
7.	Electrical & Instrumentation		
8.	Commissioning		
9.	Demobilization		
10.	Substantial Completion of the Cambie Street Bridge Pier Foundation Seismic Retrofit	N/A	October 31, 2008
11.	Substantial Performance of the Work	N/A	September 30, 2009
12.	Total Performance of the Work	N/A	October 30, 2009

Note: 1. Assume Mobilization to commence less than one month from the Tender Closing Time.

Tenderer's Initials

APPENDIX 7

PROPOSED KEY PROJECT PERSONNEL

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

Cambie Street Bridge Pier Foundation Seismic Retrofit:

		Name
Project Superintendent:		
Project Manager:		
Construction Safety Officer:		

Southeast False Creek Energy Centre and Sewage Pump Station:

		Name
Project Superintendent:		
Project Manager:		
Construction Safety Officer:		

Tenderer's Initials

APPENDIX 8

UNDERTAKING OF SURETY
(Undertaking should be submitted with Form of Tender)

We, the undersigned, do hereby undertake and agree to become bound unto the City of Vancouver in:

- (1) a PERFORMANCE BOND in the amount of 50 percent of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Tender Documents; and
- (2) a LABOUR AND MATERIAL PAYMENT BOND in the amount of 50 percent of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Tender Documents,

if the Contract is awarded to: _____

Dated this _____ day of _____ 2008

Signature and Corporate Seal of Surety Company licenced to conduct business in the Province of British Columbia:

Name of Surety Company (C/S)

Authorized Signatory

Print Name and Title

Tenderer's Initials

APPENDIX 9

RESPONSE NOTIFICATION FORM



Invitation to Tender

No. PS08037 - SOUTHEAST FALSE CREEK ENERGY CENTRE AND SEWAGE PUMP STATION

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 before close of business day, **Tuesday, July 22, 2008** (the "Response Notification Deadline").

Wen Shi
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Tenderer's Name: _____

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date (if applicable): _____

We WILL / WILL NOT submit a tender for
"ITT No. PS08037 - FALSE CREEK ENERGY CENTRE AND SEWAGE PUMP STATION "
by the Closing Time of 11:00 AM Tuesday, July 29, 2008.

Authorized Signatory (Please Print)

E-mail Address (Please Print)

Date

Tenderer's Initials

APPENDIX 10

INFORMATIONAL MEETING ATTENDANCE FORM



Invitation to Tender
No. PS08037- SOUTHEAST FALSE CREEK ENERGY CENTRE AND SEWAGE PUMP STATION

To acknowledge your intent to attend the Informational Meetings being held as per the Instructions to Tenderers (Section 00100), paragraph 7.4, and to ensure that you receive the required information, please submit this form to the person identified below by **Friday, July 4, 2008 (the "Response Deadline")**.

Wen Shi
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Tenderer's Name: _____

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date
(if applicable): _____

We WILL / WILL NOT attend the Informational Meetings for
"PS08037 - SOUTHEAST FALSE CREEK ENERGY CENTRE AND SEWAGE PUMP STATION"

Authorized Signatory (Please Print)

E-mail Address (Please Print)

Date

Tenderer's Initials



CONTRACT FOR THE CONSTRUCTION
OF
SOUTHEAST FALSE CREEK ENERGY CENTRE
AND SEWAGE PUMP STATION

1890 Spyglass Place, Vancouver, British Columbia

Between

[NTD: INSERT NAME OF CONTRACTOR]

And

CITY OF VANCOUVER

[NTD: Insert Date]

Tenderer's Initials

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Tenderer's Initials

AGREEMENT

THIS AGREEMENT dated for reference _____, 2008

BETWEEN: **CITY OF VANCOUVER**
(a municipal corporation continued under the *Vancouver Charter*)
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
(the "Owner") OF THE FIRST PART,

AND: [NTD: INSERT NAME OF CONTRACTOR]
[NTD: Insert Address for Contractor]
[NTD: Insert City, Province]
[NTD: Insert Postal Code]
(the "Contractor") OF THE SECOND PART

BACKGROUND

- A. By way of Invitation to Tender No. PS08037 (the "ITT") for _____, the Owner requested tenders from general contractors for the Work.
- B. In response to the ITT, _____ submitted a tender dated _____.
- C. After evaluating all the tenders, City Council authorized City staff to enter into a Contract with _____ for the Work based on the Contractor's tender.

THE OWNER AND THE CONTRACTOR NOW AGREE AS FOLLOWS:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for the _____ (the "Project") located at _____, which have been signed by the parties and for which _____ is _____ Tenderer's Initials

- acting as, and is the Consultant for the Project;
- 1.2 do and fulfil everything indicated by this Agreement; and
- 1.3 commence the Work following receipt of a written Notice to Proceed from the Owner and, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Total Performance of the Work, as certified by the Consultant, by the _____ day of _____ 2009, in accordance with the Master Project Schedule, included as Schedule 7 of 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:
- .1 This Agreement (including all schedules attached hereto), when executed by the Owner and the Contractor;
 - .2 Definitions of the Stipulated Price Contract (Standard construction document CCDC 2 - 1994);
 - .3 General Conditions of the Stipulated Price Contract (Standard construction document CCDC 2 - 1994);
 - .4 Supplementary General Conditions;
 - .5 Specifications listed in Schedule 5 of this Agreement;
 - .6 Drawings listed in Schedule 6 of this Agreement; and
 - .7 Addenda listed in Schedule 10 of this Agreement.

ARTICLE A-4 CONTRACT PRICE

- 4.1 The Contract Price, which excludes Goods and Services Taxes, to do, perform and supply all the Work in accordance with, and perform all the obligations specified by the Contract Documents is _____ Dollars (\$_____).
- 4.2 Goods and Services Taxes (of 5 percent) payable by the Owner to the Contractor is _____ Dollars (\$_____).
This amount is not included in item 4.1 above.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

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ARTICLE A-5 PAYMENT

- 5.1 Subject to GC 5.2 - *Applications For Progress Payment*, the Owner will pay the Contract Price to the Contractor together with such Goods and Services Tax and will deduct and then make payment of the *Builders' Lien Act* holdback amount and certified deficiency holdback amounts together with such Goods and Services Tax which may be applicable to those payments, all in accordance with the Contract Documents.
- 5.2 The payment for any Work under this Contract made to the Contractor by the Owner will not be construed as an acceptance of any Work being in accordance with the Contract Documents.
- 5.3 In the event of loss or damage occurring where payment becomes due under the property and/or boiler insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 11.1 - *INSURANCE*.
- 5.4 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the prime rate plus one (1) percent per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The prime rate will be the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF ADDRESSES FOR NOTICES

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties or between them and the Consultant(s) will be in writing and sent to the following addresses and will be deemed to be received by the recipient:
- .1 on the date of delivery, if delivered by hand to the individual, a member of the firm or to an officer of the corporation for whom they are intended; or
 - .2 on the day following transmission, if sent by facsimile (and confirmed by documentation of successful fax transmission) or e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
 - .3 on the earlier of the date of actual delivery or five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption,

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(i) to the Owner at:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: Chris Baber, Project Manager
Fax No.: 604.871.6084
E-mail: chris.baber@vancouver.ca

with a copy to:

Attention: Director of Legal Services
Law Department
Fax No.: 604.873.7445

(ii) to the Contractor at:

Attention:
Fax No.: 604.
E-mail:

(iii) to the Consultant at:

Attention:
Fax No.: 604.
E-mail:

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

ARTICLE A-7 LAW OF CONTRACT

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

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ARTICLE A-8 SCHEDULES

8.1 The Schedules listed below and attached to this Agreement shall be deemed to form an integral part of this Agreement.

Schedule 1 -	Breakdown of Contract Price
Schedule 2 -	Intentionally Deleted (N/A)
Schedule 3 -	List of Unit Prices
Schedule 4 -	List of Subcontractors
Schedule 5 -	Specifications
Schedule 6 -	Drawings
Schedule 7 -	Master Project Schedule
Schedule 8 -	Performance Bond and Labour and Material Payment Bond
Schedule 9 -	Certificates of Insurance
Schedule 10 -	Addenda Index
Schedule 11 -	Prime Contractor Agreement

[NTD: Schedules to be completed based on selected tender and the Tender Documents.]

ARTICLE A-9 SUCCESSORS AND ASSIGNS

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

[INTENTIONALLY BLANK]

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ARTICLE A-10 TIME OF THE ESSENCE

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

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

CITY OF VANCOUVER

by its authorized signatories:

Print Name:

Print Name:

Signature:

Signature:

Print Title:

Title: Director of Legal Services

[NTD: INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Print Name:

Signature:

Print Title:

[Note: 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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SCHEDULE 2

INTENTIONALLY DELETED

[*INTENTIONALLY BLANK*]

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**SCHEDULE 3
LIST OF UNIT PRICES**

The following unit prices shall be used for additions to or deductions from the Work for the specified items:

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**SCHEDULE 4
LIST OF SUBCONTRACTORS**

The following are the list of Subcontractors to be used for the Work:

Division/Section of Work	Name of Subcontractor
--------------------------	-----------------------

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**SCHEDULE 5
SPECIFICATIONS**

The following is a list of Specifications referred to in Article A-3:

Division	Section Number and Title	Pages
----------	--------------------------	-------

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**SCHEDULE 6
DRAWINGS**

The following is a list of Drawings referred to in Article A-3:

Drawing Number	Title	Date
----------------	-------	------

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**SCHEDULE 7
MASTER PROJECT SCHEDULE**

The following is the Master Project Schedule referred to in Article A-1 of the Agreement. Said milestones will be incorporated in the Construction Schedule, pursuant to GC 3.5 of the General Conditions.

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**SCHEDULE 8
PERFORMANCE BOND
AND
LABOUR AND MATERIAL PAYMENT BOND**

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[Replace with actual Bonds when issued]

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**SCHEDULE 9
CERTIFICATES OF INSURANCE**

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CERTIFICATE OF INSURANCE
Project Specific Insurance

Section 7 a) – to be completed by City staff. Select # of days Written Notice is required.
Section 2 through 5 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF PROJECT/CONTRACT: _____

3. PROPERTY INSURANCE – ALL RISK COURSE OF CONSTRUCTION (Builder’s Risk Form) /INSTALLATION FLOATER

- Providing All Risk Coverage including Earthquake and Flood up to full replacement cost of the Project/Contract described above
- Naming the City of Vancouver as an Insured and containing a Loss Payee Clause in favour of the City of Vancouver stating that proceeds of any claims against the Insurer be made payable to City of Vancouver as its interest may appear
- Containing a Waiver of Subrogation Clause where the Insurer agrees that, upon payment of any loss or damage to the property insured under this policy, the Insurer shall waive its right of subrogation against City of Vancouver, its officials, officers, employees or agents

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

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

- ✓ Personal Injury
 - ✓ Cross Liability or Severability of Interest
 - ✓ Employees as Additional Insureds
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Products and Completed Operations
 - ✓ Broad Form Property Damage including Loss of Use
 - ✓ Non-Owned Auto Liability
- Check Additional Extensions where applicable and included:
 Work below ground level over 3 metres
 Excavation, shoring, underpinning, pile driving or caisson
 Demolition, removal or weakening of support of property
 Blasting
 Operation of hoist or attached machinery
 24 months Completed Operations
 36 months Completed Operations

INSURER: _____ POLICY NUMBER: _____
POLICY PERIOD: From _____ To _____

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive):
Per Occurrence:\$ _____ Aggregate:\$ _____ Deductible Per Occurrence:\$ _____

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

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

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

7. POLICY PROVISIONS:

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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

InsCertCoVProjectSpecific.dot_July07

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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 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect 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
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual Liability
- Broad Form Products and Completed Operations
- Broad Form Property Damage including Loss of Use
- Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

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

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: _____ LIMITS OF LIABILITY:

POLICY NUMBER: _____ Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____ *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) -

POLICY NUMBER: _____ Per Occurrence \$ _____

POLICY PERIOD: From _____ to _____ Aggregate \$ _____

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 _____

SCHEDULE 10
ADDENDA INDEX

[NTD: Insert List of Issued Addenda, if any]

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[Replace with copies of Addenda, if any]

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SCHEDULE 11
PRIME CONTRACTOR AGREEMENT

1.0 DEFINITIONS

- (a) “OH&S Regulation” means Occupational Health & Safety Regulation (British Columbia Regulation 296/97, as amended by British Columbia Regulation 185/9) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- (b) “Owner” means City of Vancouver;
- (c) “Place of the Work” means the work site at **[***Location Address Required ***]**;
- (d) “Prime Contractor” means the Contractor, who is designated pursuant to Article 3.0 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- (e) “Project” means the construction of the **[***Describe Project at Describe Street Location ***]** in Vancouver, British Columbia, contemplated by the Contract Documents, and includes all the Work;
- (f) “WCA” means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- (g) “WCB” means the Worker’s Compensation Board of British Columbia;
- (h) “WCB Legislation” means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- (i) “WorkSafeBC” means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

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2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- The Prime Contractor is to provide a copy of its WCB/WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Consultant prior to commencement of the Work.
- The Prime Contractor is to notify the Owner of any changes of status with WorkSafeBC or the WCB during the course of the Project.

After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:

- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers, whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a "Pre-Job Meeting Form" if the Owner requests.
- For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
- Comply with OH&S Regulation 20.2 in respect of the Notice of Project.
- Identify and set expectations for each Subcontractor's safety contact.
- Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
- Inform employers and workers of the workplace hazards associated with the Place of the Work.
- At the Place of the Work, provide the information listed in WorkSafeBC OH&S Regulation 20.3(4).
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of

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WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Throughout the term of the Project, the Prime Contractor shall:

- Ensure that all hazards are promptly and appropriately identified and addressed.
- Ensure the health and safety of the workers on the Project.
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure provision of first aid equipment and services as required by the OH&S Regulation.
- Coordinate all occupational health and safety activities for the Project.
- Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe Subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project. This emergency response plan must be updated as appropriate.
- Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
- On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:

- Comply with all requirements listed in OH&S Regulation Clause 20.3(3) and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.

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- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a **Prime Contractor** as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned Contractor agrees that it and its management staff, supervisory staff and workers will comply with all the WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

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

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

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

Date _____

Contract # _____

Name of Contractor _____

Qualified Coordinator's Name **(Construction Only)** _____

Signature of Authorized Representative _____

Print Name and Title _____

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[TO BE ISSUED BY ADDENDUM]

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