



INVITATION TO TENDER ("ITT") No. PS08044

NEIGHBOURHOOD ENERGY UTILITY
SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE
ENERGY TRANSFER STATIONS
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:~~ 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, April ~~8,15~~, 2008 ("Tender Closing Time") and opened publicly Wednesday, April ~~9,16~~, 2008 at 11:00:00 A.M. at Committee Room No. 2, 3rd Floor, Vancouver City Hall.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name, 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

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

DOCUMENTS

Pages

Bidding and Contract Requirements

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Technical Specifications

Division 1	General Requirements	PDF document
	To Be Downloaded By The Tenderer At: http://vancouver.ca/bid/bidopp/ITT/ITT_PS08044.htm (ITT[underscore]PS08044)	
Division 15/16	Mechanical/Electrical Requirements	PDF document
	To Be Downloaded By The Tenderer At: http://vancouver.ca/bid/bidopp/ITT/ITT_PS08044.htm (ITT[underscore]PS08044)	
Design Drawings (Bound Separately)		Not attached

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	Name/Address	Telephone	Facsimile
Owner:	City of Vancouver, <u>as owner of the Southeast False Creek - Neighbourhood Energy Utility (and not the "City of Vancouver" in its regulatory capacity)</u> 453 West 12th Avenue Vancouver, BC V5Y 1V4 Attention Kieran McConnell NEU Project Engineer E-mail: kieran.mcconnell@vancouver.ca	604-871-6981	604-871-6524
Consultant:	FVB Energy Inc. Suite 350 13220 St. Albert Trail Attention: Bard Skagestad, P.Eng. Email: bskagestad@fvbenergy.com	780-453-3410	780-453-3682

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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 ENERGY TRANSFER STATIONS for selected buildings to be connected to the Neighbourhood Energy Utility – District Heating System (the “**Work**”).
- 1.2 The Place of the Work is:
Southeast False Creek and Olympic Village, Vancouver, British Columbia (the “**Site**”).
- 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 Contract 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 "~~Owner's Acceptance.~~"[Notice of Award](#)".
- 1.4 One (1) complete sets 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 in the amount of one hundred dollars (\$100.00) per set, by certified cheque made payable to ~~the~~ "[City of Vancouver](#)". The cost of additional sets shall be non-refundable.

2.0 INQUIRIES

- 2.1 All inquiries and requests for clarification regarding this Tender 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 ~~3:00 p.m. Vancouver time, April 8, 2008~~ (the "the Tender Closing Date") Time set out on the cover page of this ITT.

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

**"ITT PS08044 – NEIGHBOURHOOD ENERGY UTILITY SOUTHEAST FALSE CREEK
& OLYMPIC VILLAGE ENERGY TRANSFER STATIONS**

Submitted by: _____
[Tenderer's Name]

Date: _____ Time: _____
[To be stamped by the

CityOwner]

DO NOT OPEN PRIOR TO THE TENDER CLOSING DATE AND TIME

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

3.4 The Owner may extend the Tender Closing DateTime 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 DateTime. In the event of such extension, the revised date shall thereupon be deemed to be the "Tender Closing DateTime".

3.5 The Owner will open the Tenders in public and announce the names of the Tenderers, and their respective Base 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 Sections listed in Section 00030 - Table of Contents;
- .2 The Drawings listed in Section 00400 - List of Drawings; and
- .3 Addenda issued.

4.2 Any additional information made available to Tenderers prior to the Tender Closing DateTime by the Owner, such as geotechnical reports or as-built plans, which is not expressly included in the list of Drawings, 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 documents are missing or incomplete, the recipient shall notify the contact person shown on the cover page of this document. 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 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:

- .1 Appendix 1 – Breakdown of Tender Price;
- .2 Appendix 2 – List of Subcontractors;
- .3 Appendix 3 – Separate Prices for Optional Work;
- .4 Appendix 4 – List of Alternate Prices;
- .5 Appendix 5 – List of Unit Prices;
- .6 Appendix 6 – Master Project Schedule;
- .7 Appendix 7 – Proposed Key Project Personnel; **and**
- .8 Appendix 8 – Undertaking of Surety;
- .1 [Appendix 9 - Certificate of Existing Insurance;](#)
- .2 [Appendix 10 - Prime Contractor Agreement 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~~[issuance of a Notice of 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 Tender 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 [Date/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, and the provisions of GC 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 [Date/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 ~~in writing~~[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 the 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, conflicts with other contractors safety, and access. 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 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, working directly with the utility companies concerned, including regulatory departments of the City of Vancouver.
- 7.3 Tenderers should attend a site visit which will be arranged by the owner, and is ~~tentatively~~ scheduled for ~~Thursday, March 27, 2008 at 10:00 am. PLEASE CONFIRM DATE, TIME AND LOCATION WITH THE CONTACT PERSON ON THE COVER PAGE OF THIS DOCUMENT~~[Tuesday, April 1st at 9:00 am. Location: Owner's Site Office, at Ontario Street and 1st Avenue. Tenderers should assemble at the security gate.](#)

8.0 APPROVED EQUALS

- 8.1 Prior to the Tender Closing [Date/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 Contract Documents.
- 8.2 Applications for an Approved Equals must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 8.3 If the Owner decides in its discretion to accept an 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 an 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 (in writing) clarification 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 ~~Tendered~~Tender Price will represent the entire cost excluding GST to the Owner of the complete Work based on the Tender Documents, including Addenda. Notwithstanding the generalities of the above, Tenderers shall include in the ~~tendered prices~~Tender Price (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 DateTime, except the Federal Goods and Services Tax ("GST").

11.2 The GST is not to be considered an applicable tax for the purposes of this Tender. The Tenderer shall therefore not include any amount in ~~his tender price~~the 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 [Canada Revenue Canada, Taxation 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 hand, mail~~ (1) hand to the office referred to in paragraph 3.1 of this Section, or (2) by facsimile, or e-mail to the office referred to in paragraph ~~3.12.1~~ 3.12.1 of this Section, at any time up until the Tender Closing ~~Date~~ Time. An amendment or revocation that is received after the Tender Closing ~~Date~~ Time shall not be considered and shall not affect a ~~tender~~ Tender as submitted.

12.2 An amendment or revocation ~~must be signed by an~~ is to be no more than 10 pages in length and is to be authorized ~~signatory of the Tenderer~~ and signed in the same manner as provided by paragraph 5.1 of this Section.

12.3 ~~Any amendment that~~ Amendments should not expressly ~~or~~ nor by inference ~~disclosed~~ disclose the Tenderer's Tender Price or other material element of the ~~tender~~ Tender, such that, ~~in the opinion of the Owner, the confidentiality of the tender is breached, will invalidate the entire tender~~ 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 or e-mail, the Tenderer assumes the entire risk that equipment and staff at the ~~office~~offices referred to in ~~paragraph~~paragraphs 2.1 and 3.1 of this Section will properly receive the facsimile or e-mail containing the amendment or revocation before the Tender Closing ~~Date~~Time. The Owner assumes no risk or responsibility whatsoever that any facsimile or e-mail 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 or e-mail is not properly received.

13.0 DURATION OF TENDERS

13.1 After the Tender Closing ~~Date~~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~~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, 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) then the Owner will permit a Tenderer to, within 5 days, propose a substitute Subcontractor(s) 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), the Tenderer may, rather than propose a substitute Subcontractor(s), 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 the Contractor's 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, in a form satisfactory to the Owner.

17.2 The cost of the Performance Bond and Labour and Material Payment Bonds shall be the responsibility of the successful Tenderer.

18.0 ADDENDA

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

18.2 In the space provided in the Form of Tender, a Tenderer shall acknowledge that:

- .1 he has received the Addenda; and
- .2 his 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 completed by Friday, December 19, 2008.

~~19.2 The site availability and installation requirements are tabulated below. The completion date stated in clause 19.1 allows for a 3 month delay in the site availability. The Tenderer shall identify in the Bid submission any cost implications thereof.~~

		Mechanical Room Ready	Completion Date
Polygon-Foundry	360 West 1 st -Avenue	5 May 08	8 weeks from Notice
Parcel 2	199 West 1 st -Avenue	5 May 08	8 weeks from Notice
Parcel 3	1600 Columbia Street	27 May 08	8 weeks from Notice
Parcel 4	1598 Columbia Street	27 May 08	8 weeks from Notice
Parcel 5	125 West 1 st -Avenue	22 July 08	8 weeks from Notice
Parcel 6	108 Athletes Way	24 June 8	8 weeks from Notice
Parcel 9	1685 Ontario Street	5 May 08	8 weeks from Notice
Parcel 10	1631 Ontario Street	27 May 08	8 weeks from Notice
Parcel 11	1 Athletes Way	27 May 08	8 weeks from Notice

~~19.2 The completion date the completion date set out in Article A-1 of the Agreement shall be the date stated in clause 19.1, above. and in accordance with the Master Project Schedule.~~

20.0 RELEASE, INDEMNITY AND LIMITATION

20.1 [Defined Terms](#)

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 Request for Tender.

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, 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, occurring in the course of conducting this Request for Tender;
- .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, 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, 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, occurring in the course of conducting this Request for Tender; 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, 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

Any dispute relating in any manner to this ~~Request for~~[Invitation to](#) Tender, except only disputes arising between the Owner and any Tenderer to whom the Owner has ~~made an award of the Contract~~[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 ~~above~~ – *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 Request for Tender or the reporting to the Owner's City Council in public.

END OF SECTION 00100

FORM OF TENDER

FOR

**NEIGHBOURHOOD ENERGY UTILITY
SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE
ENERGY TRANSFER STATIONS**
Vancouver, British Columbia

SUBMITTED BY:

CONTRACTOR'S CONTACT PERSON:

Name: _____

Telephone: _____

Fax: _____

E-Mail: _____

PROJECT: **Neighbourhood Energy Utility**
 Energy Transfer Stations
 Southeast False Creek & Olympic Village Vancouver, British Columbia, Canada

TO: City of Vancouver
 Neighbourhood Energy Utility
 453 West 12th Avenue
 Vancouver, BC V5Y 1V4
 Attention Kieran McConnell
 NEU Project Engineer

 Attention: Kieran McConnell, Project Engineer

FROM: _____

 [Insert Name of Contractor]

ADDRESS: _____

 [Insert Contractor's Address]

1.0 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed the Tender Documents listed in the Instructions to Tenderers, 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 **December 19, 2008**, and in accordance with the Master Project Schedule, Appendix 6 of this Form of Tender; and

2.3 to do the Work for 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~~Tender:

- .1 Appendices 1 to _____, 10 inclusive; and
- .2 A Bid Bond in the amount of 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 conflict of interest in the evaluation or consideration of this Proposal by the Owner, except as follows: [Tenderer is to either insert "None" here or list out persons or relationships which might create conflict of interest].

.2 and now also confirms and warrants that,

(a) the Tenderer 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) the Tenderer is not competing within this ITT process with any entity with which it is legally or financially associated or affiliated, except as follows: [Tenderer is to either insert "None" here or list out persons or relationships which might constitute an exception to this declaration of no collusion].

4.0 WE AGREE:

Tenderer's Initials

- 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 ~~Date~~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~~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 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;
 - .3 ~~a “clearance letter” indicating that the Contractor is in WCB compliance~~ours and our Sub-Contractors’ WCB registration number(s) and clearance letter(s), as well as our “Prime Contractor Agreement”, “Notice of Project”, and “Pre-Contract Hazard Assessment”, as applicable and if/as required pursuant to GC 10.4;
 - .4 ~~a~~schedule of values for the parts of the Work as required by GC 5.2.3;
 - .5 a certificate of insurance or copy of the insurance policies as ~~provided~~required by GC 11.1 indicating that all such insurance coverage is in place; ~~and~~
 - ~~.5 — a copy of our business licence;~~6 _____ a copy of our business licence; and
 - .7 the documents listed out in the Technical Specifications Division 1, Section 1330, Sub-Clauses 1.9.1, 1.9.2 and 1.9.3 [Certificates and Transcripts] [Note: Spec 1.9.1 should delete “Within 10 Working Days of award of contract” or else add those words to 1.9.2 and 1.9.3 to match/ Also, should say, “Form of Tender, Section 00310, Section 4.1.1” – not “Division 00, Section 4.1”]
 - .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.

Tenderer’s Initials

~~4.2 that no person, from our corporation, other than the undersigned, has any interest in this tender, or will have any interest in the Contract resulting from acceptance of this tender.~~

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
- (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

Tenderer's Initials

Per: _____
Authorized Signatory

Please print name and title

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 SUMMARY TABLE

Pursuant to paragraph 2.3 of the Form of Tender, the Tender Price for the Work is comprised of the following components (with the Tenderer's overhead and profit apportioned into the price of each component) as a ~~summary table~~ set out Tables A.1 and A.2 below:

Table A.1

	COMPONENT:	PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT):
	Mobilization	\$
	Admin. incl. Bonds & Permit Fees	\$
	Quality Assurance and Weld Inspection	\$
	Electrical Work	\$
	Mechanical Work	\$
	Insulation Work	\$
	Seismic Restraints	\$
	Testing and Startup	\$
	Operation and Maintenance Manuals	\$
	Project Closeout and Demobilization	\$
	<u>Project Insurance</u>	<u>\$</u>
	Fixed Tender Price (GST excluded)	\$
	<u>Separate Price (Per Parcel) where there is a Mechanical Room Readiness Delay (as defined in Appendix 6 [Master Project Schedule])</u>	<u>\$/Calendar Day of Mechanical Room Readiness Delay (first 5 Calendar Days)</u> <u>\$/Calendar Day of Mechanical Room Readiness Delay (next 6 – 15 Calendar Days)</u> <u>\$/Calendar Day of Mechanical Room Readiness Delay (next 16 – 25 Calendar Days)</u> <u>\$/Calendar Day of Mechanical Room Readiness Delay (next 26 – 35 Calendar Days)</u> <u>\$/Calendar Day of Mechanical Room Readiness Delay (next 36 – 60 Calendar Days)</u> <u>\$/Calendar Day of Mechanical Room Readiness Delay (next 61 – 180 Calendar Days)</u>

BREAKDOWN OF TENDER PRICE PER PARCEL

~~Pursuant~~ In addition to the ~~Breakdown of~~ Tender Price ~~Summary~~ breakdown set out in Table A.1 above, the ~~Tender Price for the Work the~~ Tenderer shall provide a breakdown price of the Tender Price per parcel for the

following items. [Since these components of the Tender Price prices may be used to value a Change pursuant to General Conditions Part 6, Tenderers may wish to list a separate set of breakdown prices for each individual parcel where their pricing for same varies materially from one parcel to the next\):](#)

Table A.2.1:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
<u>Polygon</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Polygon (GST excluded)</u>	\$

Table A.2.2:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
<u>Parcel 2</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price Perfor Parcel 2 (GST excluded)</u>	\$

Table A.2.3:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
<u>Parcel 3</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 3 (GST excluded)</u>	\$

Table A.2.4:

<u>COMPONENT:</u> <u>Parcel 4</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 4 (GST excluded)</u>	\$

Table A.2.5:

<u>COMPONENT:</u> <u>Parcel 5</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 5 (GST excluded)</u>	\$

Table A.2.6:

<u>COMPONENT:</u> <u>Parcel 6</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE.):</u>
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 6 (GST excluded)</u>	\$

Table A.2.7:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE):</u>
<u>Parcel 9</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 9 (GST excluded)</u>	\$

Table A.2.8:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE):</u>
<u>Parcel 10</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 10 (GST excluded)</u>	\$

Table A.2.9:

<u>COMPONENT:</u>	<u>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT, BUT EXPRESSLY EXCLUDING ITEMS 1, 2, 3, 9 AND 10 FROM TABLE A.1 ABOVE):</u>
<u>Parcel 11</u>	
Electrical Work [as per Section 16010]	\$
Mechanical Work [as per Section 15010]	\$
Insulation Work [as per Section 15081]	\$
Seismic Restraints [as per Section 15210]	\$
Testing and Startup [as per Section 15180]	\$
<u>Tender Price for Parcel 11 (GST excluded)</u>	\$

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~~ the categories of Work listed hereunder:

<u>Work (by Area of Responsibility, Division, or Section of Work, as applicable)</u>	<u>Name, Address, Contact Person, Telephone Number</u> of Subcontractor
Electrical and Instrumentation	
Insulation	
Seismic Restraints	

APPENDIX 3

SEPARATE PRICES FOR OPTIONAL WORK

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following is a list of items for which Separate Prices were requested. These Separate Prices are **not included** in our Tender Price. Price quoted includes all overhead, profit and taxes, excluding GST. We understand that the Owner, at its option, may use these prices in comparison of the tenders.

No.	Description of Separate Price Work	Amount (\$)
1.	None Requested	N/A

APPENDIX 4

LIST OF ALTERNATE PRICES

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following is a list of items for which Alternate Prices were requested. Amounts given are stated as an amount to be added or deducted from Tender Price. Price quoted includes all overhead, profit and taxes, excluding GST. We understand that the Owner, at its option, may accept or reject any of these prices.

No.	Description of Alternate Price Work	Amount (Add) (Deduct) \$
1	None Requested	N/A

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.

No.	Description of Item for which Unit Price Requested	Unit Price (\$)
1.	None Requested See attached List	N/A
2.		
3.		

Appendix 5.1

<u>Item No.</u>	<u>Description</u>	<u>Metric Pipe Dia (mm)</u>	<u>Unit</u>	<u>Addition of Work (CDN \$)</u>	<u>Deletion of Work (CDN \$)</u>
<u>Cut, prepare pipe ends, and weld joint for ASTM A53 Grade B steel pipe for interior applications</u>					
<u>1</u>	<u>6" Diameter Pipe Schedule 40</u>		<u>ea</u>		
<u>2</u>	<u>5" Diameter Pipe Schedule 40</u>		<u>ea</u>		
<u>3</u>	<u>4" Diameter Pipe Schedule 40</u>		<u>ea</u>		
<u>4</u>	<u>3" Diameter Pipe Schedule 40</u>		<u>ea</u>		
<u>5</u>	<u>2" Diameter Pipe Schedule 40</u>		<u>ea</u>		
<u>Provide and install welded steel ball valves above ground and in buildings with field insulation</u>					
<u>6</u>	<u>6" Diameter</u>		<u>ea</u>		
<u>7</u>	<u>5" Diameter</u>		<u>ea</u>		
<u>8</u>	<u>4" Diameter</u>		<u>ea</u>		
<u>9</u>	<u>3" Diameter</u>		<u>ea</u>		
<u>10</u>	<u>2" Diameter</u>		<u>ea</u>		
<u>Provide and install interior and above ground steel pipe, insulated and jacketed to spec.</u>					
<u>11</u>	<u>NPS 6" Schedule 40</u>		<u>ea</u>		
<u>12</u>	<u>NPS 5" Schedule 40</u>		<u>ea</u>		
<u>13</u>	<u>NPS 4" Schedule 40</u>		<u>ea</u>		
<u>14</u>	<u>NPS 3" Schedule 40</u>		<u>ea</u>		
<u>15</u>	<u>NPS 2" Schedule 40</u>		<u>ea</u>		
<u>Provide and install interior and above ground steel pipe fittings, insulated and jacketed to spec.</u>					
<u>16</u>	<u>90° Elbows: NPS 6" Schedule 40</u>		<u>ea</u>		
<u>17</u>	<u>90° Elbows: NPS 5" Schedule 40</u>		<u>ea</u>		
<u>18</u>	<u>90° Elbows: NPS 4" Schedule 40</u>		<u>ea</u>		
<u>19</u>	<u>90° Elbows: NPS 3" Schedule 40</u>		<u>ea</u>		
<u>20</u>	<u>90° Elbows: NPS 2" Schedule 40</u>		<u>ea</u>		

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the following is a list of items for which Unit Labour Prices were requested. Unit prices quoted are “all-inclusive” and include all overhead, profit and taxes without limitation and by way of example only all wages, salaries, union dues, payroll taxes (except GST), fees, overtime premiums, CPP, employment insurance premiums, vacation pay, travel, accommodation, all tools (including all welding, pipefitting, and plumbing tools and equipment) and supplies, administrative expenses, overhead, and profit, but excluding GST.

	Category	Regular Time (\$) <u>Any time permitted by City of Vancouver Noise By-law for the Work.</u>	Premium Time (\$) <u>Limited to only those times, if any, outside of Regular Time, expressly authorized by Owner pursuant to GC 3.5.3</u>
1.	Mechanical Foreman	\$/hr	\$/hr
2.	Journeyman Welder	\$/hr	\$/hr
3.	Journeyman Pipefitter	\$/hr	\$/hr
4.	Journeyman Plumber	\$/hr	\$/hr
5.	Foreman	\$/hr	\$/hr
6.	Labourer	\$/hr	\$/hr
7.	Journeyman Electrician	\$/hr	\$/hr

Tenderer now confirms that above rate are for labour of the above description having the experience and qualifications described in Division 15, Section 15051.

APPENDIX 6

MASTER PROJECT SCHEDULE

Pursuant to paragraph 2.2 of the Form of Tender, the following is our Master Project Schedule on which ~~our~~ the detailed Construction Schedule ~~will~~ required pursuant to GC 3.5 must be based.

A. Subject to the Owner's extension rights set out in this Appendix 6 and subject to GC 6 [Changes in the Work], the date for Total Performance of the Work in Article A-1 of the Agreement shall be **Friday, December 19, 2008.**

B. The Master Project Schedule is as follows:

	Item	<u>Mechanical Room Ready</u>	Start Date	Completion Date
1.	Award of Contract		May 1, 2008 <u>N/A</u>	N/A <u>May 1, 2008</u>
<u>2.</u>	<u>Notice to Proceed (with General Contract)</u>		<u>N/A</u>	<u>May 14, 2008</u>
2-3.	Mobilization		May 15, 2008	[????????]
4.	<u>Notice to Proceed on Polygon – Foundry Construction</u> (360 West 1 st Avenue)	<u>May 19, 2008</u>	– May 15 2008 <u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>5.</u>	<u>Notice to Proceed on Parcel 2</u> (199 West 1 st Avenue)	<u>May 19, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>6.</u>	<u>Notice to Proceed on Parcel 3</u> (1600 Columbia Street)	<u>June 2, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>7.</u>	<u>Notice to Proceed on Parcel 4</u> (1598 Columbia Street)	<u>July 28, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>8.</u>	<u>Notice to Proceed on Parcel 5</u> (125 West 1 st Avenue)	<u>Aug 25, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>9.</u>	<u>Notice to Proceed on Parcel 6</u> (108 Athlete's Way)	<u>June 30, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
	<u>Notice to Proceed on Parcel 9</u>	<u>June 16, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar</u>	<u>Completion of the Work on this Parcel and Request for</u>

<u>10.</u>	<u>(1685 Ontario Street)</u>		<u>Days of Mechanical Room Ready</u>	<u>Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>11.</u>	<u>Notice to Proceed on Parcel 10 (1631 Ontario Street)</u>	<u>July 14, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>12.</u>	<u>Notice to Proceed on Parcel 11 (1 Athlete's Way)</u>	<u>August 11, 2008</u>	<u>Notice to Proceed to be issued within 14 Calendar Days of Mechanical Room Ready</u>	<u>Completion of the Work on this Parcel and Request for Consultant's Inspection to occur within 8 Calendar Weeks of Notice to Proceed on such Parcel</u>
<u>13.</u>	<u>Consultant's Inspection on Polygon – Foundry</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>14.</u>	<u>Consultant's Inspection on on Parcel 2 (199 West 1st Avenue)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>15.</u>	<u>Consultant's Inspection on Parcel 3 (1600 Columbia Street)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>16.</u>	<u>Consultant's Inspection on Parcel 4 (1598 Columbia Street)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>17.</u>	<u>Consultant's Inspection on Parcel 5 (125 West 1st Avenue)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>18.</u>	<u>Consultant's Inspection on Parcel 6 (108 Athlete's Way)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>19.</u>	<u>Consultant's Inspection on Parcel 9 (1685 Ontario Street)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>20.</u>	<u>Consultant's Inspection on Parcel 10 (1631 Ontario Street)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>21.</u>	<u>Consultant's Inspection on Parcel 11 (1 Athlete's Way)</u>		<u>Upon Contractor's request of Consultant's Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Consultant's Inspection on such Parcel</u>
<u>22.</u>	<u>Final Inspection on Polygon – Foundry</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
	<u>Final Inspection on on Parcel 2</u>		<u>Upon Contractor's request of Final Inspection, as</u>	<u>Within 14 Calendar Days of Request for Final Inspection on</u>

<u>23.</u>	<u>(199 West 1st Avenue)</u>		<u>described in Section 01770 – Closeout Procedures</u>	<u>such Parcel</u>
<u>24.</u>	<u>Final Inspection on Parcel 3 (1600 Columbia Street)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>25.</u>	<u>Final Inspection on Parcel 4 (1598 Columbia Street)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>26.</u>	<u>Final Inspection on Parcel 5 (125 West 1st Avenue)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>27.</u>	<u>Final Inspection on Parcel 6 (108 Athlete's Way)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>28.</u>	<u>Final Inspection on Parcel 9 (1685 Ontario Street)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>29.</u>	<u>Final Inspection on Parcel 10 (1631 Ontario Street)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
<u>30.</u>	<u>Final Inspection on Parcel 11 (1 Athlete's Way)</u>		<u>Upon Contractor's request of Final Inspection, as described in Section 01770 – Closeout Procedures</u>	<u>Within 14 Calendar Days of Request for Final Inspection on such Parcel</u>
5-31.	Substantial Performance of the Work <u>(for all parcels)</u>		N/A <u>Following submission by the Contractor of a Completion Certificate [as described in Section 01770 1.4.2] for all nine (9) parcels.</u>	October 30, 2008
6-32.	Total Performance of the Work <u>(for all parcels)</u>		N/A	December 19, 2008

~~Note: Contractor's schedule should incorporate the critical dates set in Outline of Critical Dates, Schedule D.~~

C. The provisions of this Appendix 6 (as inserted into the Agreement as Schedule 6 of the Agreement) will apply to a delay in a mechanical room being accessible for the Contractor to perform work on one or more of the sites. Mechanical Room Readiness delays ("MRR Delays")

D. Where for any reason, there is an MRR Delay on any parcel, the Contract Time will automatically be extended for such reasonable time as is necessary to allow the Contractor to complete the Work on that parcel.

E. Any given MRR Delay will be deemed to start on the day after the day listed for that parcel in the Master Project Schedule under the column entitled, "Mechanical Room Ready" and will be deemed to have ended upon issuance by the Owner or Owner's Consultant to the Contractor of a Notice to Proceed for that parcel.

F. For each calendar day that there is an MRR Delay on any given parcel, the Contractor will not be entitled to cancel the Agreement nor will the Contractor be entitled to any additional compensation except and then only to the extent that the Contractor has stipulated a separate price for same in Appendix 1 of the Tender (as inserted into the Agreement as Schedule 1) and the Contractor now waives all other rights and claims for extra compensation of any kind arising in any way from an MRR Delay. For further certainty, the provisions of GC 6.5.1 will not apply to MRR Delays.

G. Despite any other term of the Agreement, the Contractor will have the right to cancel that part of the Agreement which applies to any parcel in respect to which there has been an MRR Delay which is greater than 6 calendar months in duration. In order to exercise such right, the Contractor must give at least 5 Working Days' prior written notice of its intent to cancel and if the mechanical room is ready within such 5 Working Day period, the Contractor must proceed with the Work. If the mechanical room is still not ready after the 5 Working Day period, then the Contractor will be released from its obligations to complete the Work on that parcel and will be entitled to payment for all labour and materials if any supplied and installed up to the cancellation date in respect to that parcel but will in no event be entitled to any other compensation such as compensation for Contractor's overhead, lost profits, lost revenue, or any other consequential or indirect losses, costs or expenses arising out of cancellation pursuant to this clause G.

H. Owner Reserves the right to delay delivery of the owner-supplied equipment by up to thirty (30) days at no extra cost to the Owner.

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:

		Name
Project Superintendent:		
Project Manager:		
Construction Safety Officer:		

APPENDIX 8

UNDERTAKING OF SURETY

(~~Undertaking should~~To 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~~Tender Price 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~~Tender Price 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~~licensed to conduct business in the Province of British Columbia:

Name of Surety Company

(C/S)

Authorized Signatory

Print Name and Title

APPENDIX 8

UNDERTAKING OF LIABILITY INSURANCE
(To be Submitted with Form of Tender)

To: City of Vancouver

RE: [_____ PS _____]

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 to

(1) insure the Contractor in the amount of \$5,000,000 Project Specific Wrap-up Liability Insurance as outlined in the Tender Documents and agree to:

- A. name the City of Vancouver, its officers, Consultant, Subconsultants and employees, Contractor, Subcontractors, and all other participants in the Project as Joint Named Insureds;
- B. state that such policy applies to each insured in the same manner and to the same extent as if separate policies had been issued to each insured named on the policy;
- C. state that the policy cannot be cancelled, lapsed, or materially changed without at least 60 days written notice of cancellation delivered to the City of Vancouver's Project Manager; and
- D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein.

(2) insure the Contractor for the full replacement cost value of the Project with All Risk Course of Construction (Builder's Risk Form) Insurance as outlined in the Tender Documents and agree to:

- A. name the City of Vancouver as an insured;
- B. naming the City of Vancouver as a loss payee stating that proceeds will be payable to the Contractor and City as their interests may appear;
- C. containing a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,
- D. state that the policy cannot be cancelled, lapsed, or materially changed without at least 60 days written notice of cancellation delivered to the City of Vancouver's Project Manager; and

E. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein.

(3) insure the Contractor for the full replacement cost value of the unlicensed mobile equipment owned or leased by the Contractor for use with this Project with Contractor's Equipment Insurance as outlined in the Tender Documents and agree to:

A. name the City of Vancouver as an insured;

A. naming the City of Vancouver as a loss payee stating that proceeds will be payable to the Contractor and City as their interests may appear;

B. containing a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,

C. state that the policy cannot be cancelled, lapsed, or materially changed without at least 60 days written notice of cancellation delivered to the City of Vancouver's Project Manager; and

D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein.

if the Contract is awarded to: _____.

EXCEPTIONS: _____.

Dated at _____, British Columbia, this _____ day of _____ 2008

BY: _____ TITLE: _____.

The attached "Certificate of Existing Insurance" should be completed and signed and enclosed with this form which should also 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 TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.**

Appendix 9



**CERTIFICATE OF EXISTING INSURANCE
 TO BE COMPLETED AND SUBMITTED ALONG WITH
 PROPOSAL/TENDER**

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
 INSURER _____ **Insured Values (Replacement Cost) -**
 TYPE OF COVERAGE _____ Building and Tenants Improvement \$ _____
 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 **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
 ✓ Cross Liability or Severability of Interest Per Occurrence \$ _____
 ✓ Employees as Additional Insureds Aggregate \$ _____
 ✓ Blanket Contractual Liability All Risk Tenant's Legal Liability \$ _____
 ✓ Non-Owned Auto Liability 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. **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** **Limits of Liability**
 INSURER _____ Per Occurrence/Claim \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

APPENDIX 10

PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

1.1 Owner

As defined in the Contract, the City of Vancouver as the owner of the Place of the Work, according to the *Workers Compensation Act (Part III, Division 1)*.

1.2 Prime Contractor

The Contractor selected by the Owner to be the Prime Contractor on the Place of the Work (the "Work Site") with respect to occupational health and safety only.

2.0 RESPONSIBILITIES

2.1 Prime Contractor Candidate

The candidate for Prime Contractor will provide a copy of its Workers Compensation Board (WCB) "Clearance Letter", a signed copy of this document and all other documents requested to the Owner.

2.2 Prime Contractor

During the Contract, the Prime Contractor will:

- 1) notify the Owner of any changes of status with the WCB;
- 2) ensure the health and safety of the workers on the Work Site;
- 3) inform all others on the Work Site that it is the Prime Contractor;
- 4) coordinate all occupational health and safety activities for the Work Site;
- 5) do everything practicable to establish and maintain a system or process to ensure all employers at the Work Site comply with the *Workers Compensation Act (British Columbia)*, and the *Workers' Compensation Board Occupational Health and Safety Regulations ("WCB OH&S Regulations")*;
- 6) review and complete a "Pre-Job Meeting Form" if requested by the Owner;
- 7) submit the Notice of Project to the WCB;
- 8) comply with *WCB OH&S Regulation 20.2* for the general requirements of a Notice of Project;

- 9) where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5) on the Work Site, identify and designate a Qualified Coordinator to coordinate health and safety activities; and
- 10) provide the information listed in WCB OH&S Regulation 20.3(4) at the Work Site.

2.3 Prime Contractor's Qualified Coordinator (Construction Only)

The Prime Contractor's Qualified Coordinator will comply with the "Duties of the Qualified Coordinator" as listed in WCB OH&S Regulation 20.3(3).

3.0 DESIGNATION

3.1 By signing this agreement, the Tenderer agrees to accept all responsibilities of a Prime Contractor as outlined in Part III of the Workers Compensation Act, and WCB OH&S Regulations.

As a Contractor signing this agreement with the Owner, the Tenderer agrees that its company and its subcontractors, and their management staff, supervisory staff, employees, workers and agents will comply with Part III of the Workers Compensation Act, and WCB OH&S Regulations.

Any Workers' Compensation Board violation by the Prime Contractor may be considered a material breach of contract 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 the actions of the Prime Contractor, are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understood the information above. By signing this agreement, I agree as a representative of the Contractor noted below, to accept all responsibilities of the Prime Contractor for this Project.

<u>Date:</u>	
<u>Contractor's Name:</u>	
<u>Qualified Coordinator's Name:</u>	
<u>Authorized Signatory - State Title:</u>	

The following Drawings bound separately, form part of the Construction Documents:

Drawing No.	Scale	Title	Date
-------------	-------	-------	------

MECHANICAL

Dwg. No.	Name	Date	Rev
M-6260-001	ETS TYPICAL DETAILS SHEET 1 OF 3	FEB 12, 2008	0
M-6260-002	ETS TYPICAL DETAILS SHEET 2 OF 3	FEB 12, 2008	0
M-6260-003	ETS TYPICAL DETAILS SHEET 3 OF 3	FEB 12, 2008	0
M-6260-P2-01	PARCEL 2 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P2-02	PARCEL 2 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P3-01	PARCEL 3 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P3-02	PARCEL 3 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P4-01	PARCEL 4 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P4-02	PARCEL 4 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P5-01	PARCEL 5 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P5-02	PARCEL 5 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P6-01	PARCEL 6 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P6-02	PARCEL 6 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P9-01	PARCEL 9 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P9-02	PARCEL 9 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P10-01	PARCEL 10 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P10-02	PARCEL 10 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-P11-01	PARCEL 11 ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-P11-02	PARCEL 11 HEAT EXCHANGER PAD LOCATIONS AND PRIMARY PIPING LAYOUT	FEB 12, 2008	0
M-6260-F1	THE FOUNDRY ETS HEATING SCHEMATIC	FEB 12, 2008	0
M-6260-F2	THE FOUNDRY HEAT EXCHANGER PAD LOCATIONS AND WALL PENETRATION	FEB 12, 2008	0
M-6260-F3	THE FOUNDRY ETS LAYOUT	FEB 12, 2008	0

Drawing No.:	Scale	Name	Date
--------------	-------	------	------



**CONTRACT FOR THE CONSTRUCTION
OF
NEIGHBOURHOOD ENERGY UTILITY
SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE
ENERGY TRANSFER STATIONS**

[Insert Address], Vancouver, British Columbia

Between

[NTD: INSERT NAME OF CONTRACTOR]

And

CITY OF VANCOUVER

[NTD: INSERT DATE]

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SUPPLEMENTARY GENERAL CONDITIONS

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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 a Request for Tender for _____, the Owner requested tenders from general contractors for the Work.
- B. In response to the Request for Tender, _____ submitted a tender dated _____.
- C. After evaluating 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 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 _____ 2008, in accordance with the Master Project Schedule, included as Schedule ~~7~~6 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, 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~~
 - ~~.7 Addenda listed in Schedule 10 of this Agreement~~

This Agreement, when executed by the Owner and the Contractor	
Definitions of the Stipulated Price Contract (Standard construction document CCDC 2 - 1994)	

General Conditions of the Stipulated Price Contract (Standard construction document CCDC 2 - 1994)	
Supplementary General Conditions	
Schedule 1 -	Breakdown of Contract Price
Schedule 2 -	List of Subcontractors
Schedule 3 -	Separate Price for Optional Work
Schedule 4 -	Separate Price for Alternate Work
Schedule 5 -	List of Unit Prices
Schedule 6 -	Master Project Schedule
Schedule 7 -	Key Project Personnel
Schedule 8 -	Performance and Labour and Material Payment Bonds
Schedule 9 -	Insurance Certificate
Schedule 10 -	Prime Contractor Agreement
Schedule 11 -	Addenda Index
Schedule 12 -	Specifications
Schedule 13 -	Drawings

ARTICLE A-4 CONTRACT PRICE

Initials

- 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 6 percent) payable by the Owner to the Contractor is _____ dollars (\$ _____).
This amount is not included in 4.1.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

Initials

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 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 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.

(i) to the Owner at:

City of Vancouver

453 West 12th Avenue

Vancouver, BC V5Y 1V4

Attention: Kieran McConnell, Project Manager

Fax No.: 604.871.6981

E-mail: kieran.mcconnell@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:

FVB Energy Inc.

Suite 350 13220 St. Albert Trail, Edmonton, Alberta, T5L 4W1

Attention: Bard Skagestad, P.Eng.

Tel.: 780-453-3410

Fax: 780-453-3682

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

ARTICLE A-7 LAW OF CONTRACT

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

ARTICLE A-8 SCHEDULES

8.1 The Schedules listed ~~below and attached to this Agreement~~[in Article A-3](#) shall be deemed to form an integral part of this Agreement.

Schedule 1-	Breakdown of Contract Price
Schedule 2-	Separate and Alternate Prices for Optional Work
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 and Labour and Material Payment Bonds
Schedule 9-	Insurance Certificate
Schedule 10-	Addenda Index
Schedule 11-	Prime Contractor Agreement

ARTICLE A-9 SUCCESSORS AND ASSIGNS

9.1 The Contract shall ~~enure~~[ensure](#) to the benefit of and be binding upon the Owner and Contractor and their respective successors and permitted assigns.

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:

Name:
Signature:
Title:

Name:
Signature:
Title: Director of Legal Services

[NTD: INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Name:
Signature:
Title:

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

**SCHEDULE 1
BREAKDOWN OF CONTRACT PRICE**

The Contract Price referred to in Article A-4 of the Agreement is comprised of the following components, Contractor's overhead, profit and taxes (except GST) are apportioned in each component.

[\[Appendix 1 from Form of Tender to be inserted here\]](#)

No.	Component	Amount (\$)
	Accepted Optional Work (Separate Prices ____ and ____ of Schedule 2)	
	TOTAL Contract Price (GST excluded)	\$

SCHEDULE 2
LIST OF SUBCONTRACTORS

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

<u>Division/Section of Work</u>	<u>Name of Subcontractor</u>
---------------------------------	------------------------------

[Appendix 2 from Form of Tender to be inserted here]

SCHEDULE 3
SEPARATE ~~AND ALTERNATE~~ PRICES FOR OPTIONAL WORK

The Separate ~~and Alternate~~ Prices are quoted for Optional Work and include all overhead, profit and taxes, excluding GST. These prices when accepted by the Owner will be incorporated in and form part of the Contract Price, pursuant to the Contract Documents.

Description of the Work	Amount (\$)

[Appendix 3 from Form of Tender to be inserted here]

SCHEDULE 3**SCHEDULE 4**
SEPARATE PRICES FOR ALTERNATE WORK

The Alternate Prices are quoted for Alternate Work and include all overhead, profit and taxes, excluding GST. These prices when accepted by the Owner will be incorporated in and form part of the Contract Price, pursuant to the Contract Documents.

<u>Description of the Alternate Work</u>	<u>Amount (\$)</u>

[Appendix 4 from Form of Tender to be inserted here]

SCHEDULE 5
LIST OF UNIT PRICES

The following unit prices shall be used for calculating the cost of Additional Work pursuant to the Contract Documents:

[Appendix 5 from Form of Tender to be inserted here]

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
--------------------------	-----------------------

**SCHEDULE 5
SPECIFICATIONS**

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

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

**SCHEDULE 6
DRAWINGS**

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

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

**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.~~

	Item	Start		Complete
1.	Mobilization			
2.	Construction			
3.	Substantial Performance			
4.	Commissioning			
5.	Total Performance			

[\[Appendix 6 \[Master Project Schedule\] from Tender Form to be inserted here\]](#)

SCHEDULE 7
KEY PROJECT PERSONNEL

[Appendix 7 [Key Project Personnel] from Tender Form to be inserted here]

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

[NTD: Replace with actual Bonds when issued]

**SCHEDULE 9
CERTIFICATES OF INSURANCE**

[NTD: Kieran/Wendy - Still need to revise to reflect Tanis' comments of April 4 e-mail.]



**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: _____ POLICYNUMBER: _____

POLICY PERIOD: From _____ To _____

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH
PROPOSAL/TENDER**

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenant's Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

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

6. **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 _____	Limits of Liability
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 _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
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 _____

SCHEDULE 10
ADDENDA INDEX

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

[NTD: Replace with copies of Addenda, if any]

SCHEDULE 11

PRIME CONTRACTOR AGREEMENT

1.0 — DEFINITIONS

- (a) ~~“Owner” means the City of Vancouver; and~~
- (b) ~~“Prime Contractor” means the Contractor designated by the Owner to be the Prime Contractor for the Work with respect to occupational health and safety ONLY.~~

2.0 — RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- ~~Contractor is to provide a copy of its WCB “Clearance Letter”, a signed copy of this [Appendix 10 [Prime Contractor Agreement and all other documents requested by the Owner.] from Form of Tender~~ to be inserted here]
- ~~The Prime Contractor is to notify the Owner of any changes of status with the WCB during the course of the Work.~~

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

- ~~Ensure the health and safety of the workers on the project.~~
- ~~Inform all other employers for the project that they are the Prime Contractor.~~
- ~~Coordinate all occupational health and safety activities for the project.~~
- ~~Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the *Workers Compensation Act* (British Columbia), and the WCB OH&S Regulations.~~
- ~~Review and complete a “Pre-Job Meeting Form” if the Owner requests.~~
- ~~For construction projects, post the Notice of Project on the Work site (Place of the Work) and to WCB.~~

- See WCB OH&S Regulation 20.2 for the general requirements of a Notice of Project.
- On a Work site (Place of the Work), where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
- On a Work site (Place of the Work), provide the information listed in WCB OH&S Regulation 20.3(4).

Prime Contractor's Qualified Coordinator (Construction Only)

- Duties of the Qualified Coordinator are listed in WCB OH&S Regulation Clause 20.3(3) or page 13 of the Owner's (City of Vancouver's) Multiple Employer Workplace / Contractor Coordination Program (2003).

3.0 DESIGNATION

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a **Prime Contractor** as outlined in the Owner's (City of Vancouver's) Contractor Coordination Program (2003), Part III of the Workers Compensation Act, and the WCB OH&S Regulations.

As a Contractor signing this Prime Contractor Agreement with the Owner, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers' Compensation Board ("WCB", also known as WorkSafeBC) Occupational Health and Safety Regulation and Part III of the Workers Compensation Act (British Columbia).

Any WCB violation by the Prime Contractor may be considered a breach of your 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 the actions of the Prime Contractor, are the sole responsibility of the Prime Contractor.

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: _____

SCHEDULE 11
ADDENDA INDEX

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

SCHEDULE 12
SPECIFICATIONS

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

<u>Division</u>	<u>Section Number and Title</u>	<u>Pages</u>
-----------------	---------------------------------	--------------

[Specifications from Invitation to Tender to be inserted here]

SCHEDULE 13
DRAWINGS

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

<u>Drawing Number</u>	<u>Title</u>	<u>Date</u>
-----------------------	--------------	-------------

[Drawings from Invitation to Tender to be inserted here]

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The following are the Supplementary General Conditions referred to in Article A-3 of the Agreement.

These amendments are to be read in conjunction with the Definitions and General Conditions of the Stipulated Price Contract (Standard construction document CCDC2-1994) of the Contract Documents. Where reference is made in the Specifications to the General Conditions of Contract (GC), such reference includes these amendments.

FORM OF AGREEMENT

Delete Pages 1 to 6 of the Standard Construction Document CCDC 2 - 1994 consisting of the "Agreement between Owner and Contractor".

DEFINITIONS

Add the following to the end of the definition for "Owner" in paragraph 3.

The term Owner means the City of Vancouver, acting in its capacity as the registered owner of the Place of the Work, and as represented by the Owner's Director, Facilities Design and Management or designate. For the purposes of the Contract Documents, the terms "Owner" and "City" are not interchangeable and for further certainty under no circumstances will any reference to the Owner include or be interpreted as a reference to the City of Vancouver acting in its regulatory capacity, acting as the employer of public employees, or in any of the other capacities of the City of Vancouver as a municipal corporation except for and excluding only its capacity as the registered owner of the Place of the Work.

Delete the definition for Consultant, paragraph 7, and replace it with the following:

7. Consultant

The term Consultant means the Consultant or the Consultant's authorized representative and is the person or entity listed in Article A-1 of the Agreement.

Delete the definition for Project, paragraph 8, and replace it with the following:

8. Project

The Project means the total construction contemplated in order to complete the project as described in Article A-1 of the Agreement ~~of which the Work is a part.~~ including the Heat Exchangers.

↓

Delete the definition for Product, paragraph 11, and replace it with the following:

11. Product

Product or Products means material, machinery, equipment, and fixtures forming the Work, but does not include (1) the Heat Exchangers, or (2) machinery or equipment used to prepare, fabricate, convey, or erect the Work, which are referred to as construction machinery and equipment.

Delete the definition for Contract Time in paragraph 14 and replace it with the following:

14. Contract Time

The Contract Time is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - *The Work*, from commencement of the Work to Total Performance of the Work.

Delete and replace the definition of Working Day in paragraph 15 with the following:

15. Working Day

Working Day means any day that is not a Saturday, Sunday, or a “holiday” as defined in the *Interpretation Act* (British Columbia).

Delete the definition of “Substantial Performance of the Work” in paragraph 19, and replace it with the following:

19. Substantial Performance of the Work

Substantial Performance of the Work means that the Contract has been “completed” as the term is defined in the *Builders Lien Act*.

19.A Substantial Completion of the Project

Substantial Completion of the Project means that the Project is ready for use or is being used for the purpose intended and is so certified by the Consultant.

All references in the General Conditions to “Value Added Taxes” are deleted and replaced with “GST”.

The definition of “Value Added Taxes” in paragraph 20 is deleted and replaced with the following:

20. GST

GST means the Goods and Services Tax payable pursuant to the *Excise Tax Act* (Canada).

Add the following new definitions after paragraph 20:

21. ~~1. City of Vancouver or “City”~~

Except where the context otherwise requires, “City” or “City of Vancouver” means the City of Vancouver in its capacity as a regulatory body which capacity is and will at all times be deemed to be separate and apart from its capacity as the ~~owner~~Owner entering into this Agreement.

22. Council

Council means the City’s Council as constituted pursuant to the *Vancouver Charter*.

23. Meaning of Terms

- .1 Where the words “shown,” “indicated,” “detailed,” “specified,” or words of similar import are used, such words shall refer to the Specifications and/or Drawings, unless expressly stated otherwise.
- .2 Where the words “directed,” “permitted,” “approved,” “accepted,” “required,” “authorized,” or words of similar import are used, such words shall refer to the direction, permission, approval, acceptance, requirement, or authorization of the Consultant unless expressly stated otherwise.
- .3 The expressions “perform the Work” and “construct the Work” mean “perform, construct, complete, protect, repair, maintain, and test the *Work* and every part thereof in conformity with the Contract, and variations of these expressions have corresponding meanings.

- .4 The word “including” or “includes,” or any variation thereof, when followed by an enumeration of items or things, in every case, shall be read as though the word “including” or “includes,” or the variation thereof, was followed by the words “but without restricting the generality of the foregoing” and in no case shall be presumed that the items or things enumerated are complete or exhaustive or descriptive of the whole for which the items or things are consistent parts.
- .5 The word “provide” shall mean purchase, or fabricate, inspect, transport to the Place of the Work, store, secure, protect, and install.

24. Total Performance of the Work

The Total Performance of the Work means that the Contractor has certified by application for a Certificate of Final Payment that the Contractor has performed and completed all its obligations, other than the Warranty obligations, under the Contract Documents and the Consultant has, subject always to Article A-5, Section 5.2 of the Agreement, accepted the Contractor’s application by the issuance of a Certificate of Final Payment. Under no circumstances will Total Performance of the Work be deemed to mean that the Owner has accepted the Work as being in compliance with the Contract Documents.

25. Certificate of Payment

Certificate of Payment means any certificate issued by the Consultant following the approval of an application for a progress payment.

26. Certificate of Substantial Performance

Certificate of Substantial Performance means the certificate of completion to be issued by the Consultant in accordance with the Contract Documents and the *Builders Lien Act* following the Contractor’s completion of Substantial Performance of the Work.

27. Certificate of Final Payment

Certificate of Final Payment means the certificate to be issued by the Consultant in accordance with the Contract Documents and the *Builders Lien Act* following the Contractor’s completion of Total Performance of the Work.

28. Specifications

Specifications means the documents listed in Schedule [512](#) of the Agreement.

29. Drawings

Drawings means the drawings listed in Schedule [613](#) of the Agreement.

30. Construction Schedule

Construction Schedule is the critical path schedule of the Work required to be prepared by the Contractor and submitted to the Consultant for approval pursuant to GC 3.5, which schedule:

- .1 will be consistent with and will incorporate the milestone dates of the Master Project Schedule - Schedule [76](#) of the Agreement;
- .2 contain the start and Total Performance of the Work dates set out in Article A-1 *The Work* of the Agreement; and

.3 set out all material dates for completion of all major elements of the Work, including, but not limited to, mobilization, shop drawings, construction of the major components of the Work, commissioning, Substantial Performance of the Work, and Total Performance of the Work,

subject to adjustment from time to time in accordance with the Contract Documents.

31. Master Project Schedule

Master Project Schedule means the master project schedule prepared by the Contractor incorporating the major milestones specified in the Tender Documents and submitted with the Tender ([Appendix 6 of the Form of Tender and Schedule 76](#) of ~~the~~[this](#) Agreement).

32. Notice of Award

Notice of Award means the Notice of Award issued by the Owner to the Contractor with a copy to the Consultant pursuant to the preceding Tender process, and following approval by Council.

33. Notice to Proceed

Notice to Proceed means ~~the each~~ Notice to Proceed ~~authorizing commencement of construction, listed in Schedule 6 [Master Project Schedule] to be~~ issued by the Owner ~~following receipt of a "Building Permit" and execution of a Contract for the Work by the parties, in order to authorize the Contractor's commencement of the Work generally and on each parcel individually.~~

34. Subcontract

Subcontract means any contract between the Contractor and Subcontractor or Supplier respecting the Work.

35. WCB OH&S Regulation

WCB OH&S Regulation means the *Workers' Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (British Columbia Regulation 296/97, as amended by British Columbia Regulation 185/9) enacted pursuant to such Act, all as such Act or Regulation are amended or re-enacted from time to time.

36. Builders Lien Act

Builders Lien Act means the *Builders Lien Act* SBC 1997 Chapter 45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

37. Loss

Loss means any and all liability or damage resulting from or arising out of any Claim, including the reasonable professional costs and expenses incurred as a result of such Claim and all interest charges incurred in connection therewith.

38. Claim

Claim means any claim, action, suit, litigation or arbitration arising out of or relating to this Contract, regardless of whether such claim, action, suit, litigation or arbitration is threatened or brought pursuant to the terms of this Contract or otherwise at law or in equity, and (i) any final award of an arbitrator, from which no appeals can be or have been filed, relating thereto, (ii) any final award of a judgment of a court of competent jurisdiction, from which no appeals can be or have been filed, relating thereto, or (iii) any settlement or compromise relating thereto, or any combination thereof.

39. Heat Exchangers

Heat Exchangers means the heat exchangers, controls and metering equipment to be purchased by the Owner and delivered to the Place of the Work, all as further described in the Technical Specifications, Division 15, Sections 15755 and 15951.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

Delete all references to “specifications” and “drawings” and replace with “Specifications” and “Drawings” respectively.

Delete 1.1.9.1 and replace it with the following:

- .1 the order of priority of documents, from highest to lowest, will be:
- (a) the Agreement;
 - (b) the Definitions;
 - (c) Supplementary General Conditions;
 - (d) the General Conditions;
 - (e) Division 1 of the Specifications;
 - (f) Divisions 2 through 16 of the Specifications;
 - (g) Materials and finishing schedules contained in the Specifications and/or Drawings
 - (h) Drawings; and
 - (i) all other Contract Documents.

Delete the first sentence of paragraph 1.1.11 and replace it with the following:

Specifications and Drawings, models and all copies and duplicates prepared by the Consultant are the property of the Owner.

Delete paragraph 1.1.12 and replace it with the following:

1.1.12 Shop drawings, submittals, models and any other material furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 1.4 ASSIGNMENT

Add a new paragraph 1.4.2 as follows:

1.4.2 Nothing in paragraph 1.4.1 will be construed so as to limit or restrict the Owner's ability to replace the Consultant from time to time and at any time during the course of the Project without the consent of the Contractor, provided the Owner gives written notice to the Contractor concurrently with the change.

GC 2.2 ROLE OF THE CONSULTANT

Paragraph 2.2.2 is amended by adding the following sentence to the end of the paragraph: “However, the Consultant will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.”

Paragraph 2.2.4 is amended by deleting the words, “will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT, and GC 5.7 - FINAL PAYMENT.” and replacing same with the words “will issue the relevant certificates as provided in Article A-5 - PAYMENT of the Agreement and GC PART 5 - PAYMENT.”

Paragraph 2.2.6 is amended by deleting the phrase “, except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER”.

Paragraph 2.2.7 is amended by deleting the phrase “, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER”.

Add new paragraph 2.2.15. Paragraph to read:

The parties agree that the Consultant shall be the Payment Certifier for the Contract. The Contractor hereby agrees to identify the ~~Contractor~~ Consultant as the person responsible for payment certification under all of its Subcontracts. The Contractor hereby agrees that it will require its Subcontractors and Suppliers to identify the ~~Contractor~~ Consultant as the party responsible for payment certification under any subcontract. The Payment Certifier shall be provided with all information requested by the Payment Certifier that is reasonably necessary to certify payment. Neither the Owner nor the Payment Certifier shall be liable for relying on such information.

GC 3.5 CONSTRUCTION SCHEDULE

In paragraph 3.5.1, subparagraph .1, delete the phrase "prior to the first application for payment," and replace with the following:

"within 10 Working Days after issuance of the Notice of Award,"

Add new paragraphs 3.5.2, 3.5.3 and 3.5.4 as follows:

3.5.2 Any and all failures to perform the Work in accordance with the Construction Schedule or to comply with paragraph 3.5.1 in any respect will automatically constitute a failure to "comply with the requirements of the Contract to a substantial degree" as that phrase is used in GC 7.1.2.

3.5.3 The Consultant may, at any time, give written direction to the Contractor for the Contractor to accelerate the Work ahead of the Construction Schedule, in which event the Contractor will use its reasonable best efforts which may include hiring additional labour and equipment and/or working additional hours or shifts to proceed with the Work more quickly.

The Contractor will be entitled to compensation for the cost of accelerating the Work on the following basis:

- .1 The Contractor will not be entitled to any compensation unless and until the Contractor provides the Consultant with satisfactory documentation in support of the Contractor's claim for compensation.
- .2 The amount of compensation will be limited to the unavoidable direct costs incurred by the Contractor as a result of acceleration of the Work plus a sum equal to ten (10) percent of such unavoidable direct costs (in lieu of all profit, overhead and other related expenses and costs).
- .3 All unavoidable direct costs claimed by the Contractor must be submitted to the Consultant for verification on a weekly basis as incurred, failing which, they will not be considered or payable by the Owner.

3.5.4 If for any reason (other than the Contractor's default) the Contractor deems it necessary to accelerate the Work, then the Contractor may do so upon receiving the prior written approval of the Consultant, such approval not to be unreasonably withheld. In any event, following the receipt of such approval, the Contractor must provide written notice of his intention to accelerate the Work (along with new Construction Schedule amended in accordance with such approval) not less than 24 hours prior to commencing acceleration of the Work and the amended Construction Schedule will bind the Owner and Contractor to the same extent as the original Construction Schedule.

GC 3.8 SUBCONTRACTORS AND SUPPLIERS

Add a new paragraph 3.8.1A immediately after GC 3.8.1 as follows:

- 3.8.1A In every Subcontract, the Contractor must specify that the Contractor will be the person responsible for payment certification under that Subcontract for the purposes of the *Builders Lien Act*.

Delete paragraph 3.8.2 and substitute as follows:

- 3.8.2 Subject to paragraph 3.8.3, the Contractor agrees to employ only those Subcontractors and Suppliers proposed in writing, including the Contractor's own forces, if any, and accepted by the Owner with the acceptance of the tender or on entering into this Contract. The Contractor shall not change any Subcontractor or Supplier without cause and without the written consent of the Owner, which consent will not be unreasonably withheld.

Add a new paragraph 3.8.7 as follows:

- 3.8.7 With every request to the Consultant pursuant to the *Builders Lien Act* for determination whether a Subcontract has been completed, the Contractor must furnish a detailed description of the scope of work covered by the Subcontract and a complete reconciliation of the Subcontract account.

GC 3.12 USE OF THE WORK

Add a new paragraph 3.12.3 as follows:

- 3.12.3 The Contractor shall not use any service, plant or equipment installed as part of the Work without first receiving the written approval of the Consultant. On receipt of such approval, the Contractor shall be subject to any conditions set out as part of such approval and shall be responsible for all costs including damage and compensation for wear.

GC 4.2 CONTINGENCY ALLOWANCE

Delete GC 4.2 - *CONTINGENCY ALLOWANCE* in its entirety.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete GC 5.1 - *Financing Information Required of the Owner* in its entirety.

Add a new GC 5.1 as follows:

GC 5.1 CONSULTANT IS PAYMENT CERTIFIER

- 5.1.1 The Consultant will be the person responsible for payment certification under the Contract for the purposes of the *Builders Lien Act*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

~~Delete~~ Paragraph 5.2.1 ~~and replace it with the following~~ is deleted and replaced as follows:

- 5.2.1 Applications for payment shall be made ~~monthly and shall be delivered~~ to the Consultant on the 25th day of each month, commencing with the first calendar month following the issuance of the Notice to Proceed.

Paragraph 5.2.2 is deleted and replaced as follows:

- 5.2.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of

work performed and Products delivered to the Place of Work at that date. The Contractor will submit calculations showing the progress on each parcel for which a Notice to Proceed has been issued by the Owner. The application for payment should correlate the progress on each parcel to the "Breakdown of Tender Price per Parcel", as submitted in Table A.2.1 of Section 00310 – Form of Tender.

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In paragraph 5.2.3 the phrase, "at least 14 days before the first application for payment" is deleted and replaced with the phrase, "within 14 days from issuance of the Notice to Proceed".

Add new paragraphs 5.2.7, 5.2.8, and 5.2.9 as follows:

- 5.2.7 As a condition to any payment, the Contractor must first submit a Statutory Declaration on the standard Canadian Construction Association (CCA) form, declared before a notary public or commissioner for taking oaths in the Province of British Columbia stating that:
- .1 all wages for the various classes of labour, and all accounts for purchase of Products, materials, equipment, or for the rental of equipment employed in or about the Work, and amounts due to Subcontractors and Suppliers have been paid,
 - .2 there are no claims or liens accruing for labour or services in connection with the Work, and
 - .3 all levies, assessments and sums due under any applicable Workers' Compensation laws or similar laws in force at the Place of the Work have been fully paid.

As a further condition of payment, there must be no liens registered either against the Place of the Work or the Statutory Holdback, arising from or connected with the Work.

- 5.2.8 As a condition to any payment after the first progress payment, the Contractor must also first submit a declaration entitled "Statement of Claims" on a form provided by the Owner stating:
- .1 there are no outstanding claims for Work performed beyond the scope of the Contract,
 - .2 there are outstanding claims for Work performed beyond the scope of the Contract which have been communicated to the Consultant in writing, including Contractor's estimate of the cost of said claims, but for which a Change Order or Change Directive has not yet been issued by the Consultant, or
 - .3 there are outstanding claims for Work performed beyond the scope of the Contract, including adjustments to the Construction Schedule, for which a Change Order or Change Directive has not been issued and which have not yet been communicated by the Contractor to the Consultant in writing,

and where subparagraph .2 or .3 applies, reasonable particulars of the outstanding claim(s).

GC 5.3 PROGRESS PAYMENT

Paragraph 5.3.2 is deleted and replaced as follows:

- 5.3.2 Within 10 Working Days of the date the Owner receives a Certificate of Payment issued by the Consultant, the Owner will make payment to the Contractor up to the value of the completed Work as certified by the Consultant less a builders lien holdback amount equal to 10 percent of the certified value and less the aggregate of any previous payments in accordance with the Contract Documents and the *Builders Lien Act*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Paragraphs 5.4.1, 5.4.2 and 5.4.3 are deleted and replaced as follows:

- 5.4.1 When the Contractor considers that the Work has been “completed”, as the term has been defined in the *Builders Lien Act*, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or certified and apply for a review by the Consultant to establish that the Contract or subcontract forming part of the Contract has been completed.
- 5.4.2 No later than 10 calendar days after the receipt of the Contractor’s list and application pursuant to paragraph 5.4.1, the Consultant will review the Work to verify the validity of the application, and determine whether or not there is Substantial Performance of the Work or the designated portion of the Work.
- 5.4.3 Where, pursuant to paragraph 5.4.2, the Consultant has determined that there is Substantial Performance of the Work or the designated portion of the Work, the Consultant will promptly issue the Certificate of Substantial Performance of the Work and will set the date that Substantial Performance of the Work occurred on the face of the certificate.
- .1 For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance will serve as the Contract’s or Subcontract’s certificate of completion and the date of the Substantial Performance of the Work stated in the certificate will be deemed to be the date of the certificate’s issuance.
 - .2 All deficiencies and defects in the Work will be described in reasonable detail by the Consultant and appended to the Certificate of Substantial Performance.
 - .3 In addition to the holdbacks and deductions described in paragraph 5.3.2, the Owner may also holdback from payment following issuance of a Certificate of Substantial Performance of the Work an amount equal to twice the value of all deficiencies and defects identified in the Certificate of Substantial Performance or as otherwise identified and determined by the Consultant.

For the purposes of this Contract, a “reasonable date for finishing the Work” must be no later than the date which is in accordance with the Construction Schedule.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Paragraphs 5.5.1 to 5.5.4 inclusive are deleted and replaced as follows:

- 5.5.1 Where 45 calendar days have elapsed since the issuance of the Certificate of Substantial Performance:
- .1 the Owner will satisfy itself that no encumbrance, claim or lien has been filed against the Place of the Work and Lien Holdback in respect of the Work, and
 - .2 the Contractor will submit to the Consultant an application for payment of the holdback amount along with the Statutory Declarations and other declarations required pursuant to paragraphs 5.2.7 and 5.2.8 of these Supplementary General Conditions.
- 5.5.2 Where 55 calendar days have elapsed since the issuance of the Certificate of Substantial Performance and the Consultant has received the Contractor’s submittals pursuant to paragraph 5.5.1, subparagraph .2, the Consultant will issue to the Owner a certificate for payment to the Contractor of all money due upon the Contract at the date of Substantial Performance of the Work, including the release of all *Builders Lien Act* holdback

amounts, but retaining at least twice the estimated value of the certified deficiencies and defects.

5.5.3 The Owner will within 10 calendar days of receipt of the certificate of payment from the Consultant pursuant to paragraph 5.5.2, pay to the Contractor the amount set out on the certificate unless in the meantime:

- .1 a claim of lien is filed by the Contractor or by any person engaged by or under the Contractor against the Place of the Work,
- .2 proceedings are commenced to enforce a lien against the holdback amount, or
- .3 all or any portion of the holdback amount is required by law to satisfy any liens against the Work or other third party monetary claims against the Contractor, which are enforceable against the Owner or the Place of the Work.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Paragraphs 5.6.1 and 5.6.2 are deleted and replaced with the following:

5.6.1 Despite the provisions of GC 5.4 - *SUBSTANTIAL PERFORMANCE OF THE WORK*, AND GC 5.5 - *PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK*, and despite the wording of any certificate issued by the Consultant or any certificate issued by the Contractor on a subcontract, the Contractor will remain fully liable for the Subcontract work or Products and all of the Contractor's obligations under the Contract, and will remain responsible for the correction of defects or deficiencies in the Work regardless of whether or not such deficiencies or defects were apparent when the certificates were issued.

GC 5.7 FINAL PAYMENT

GC 5.7 is deleted and replaced with the following:

GC 5.7 PAYMENT ON TOTAL PERFORMANCE OF THE WORK

5.7.1 When the Contractor considers that there is Total Performance of the Work, the Contractor will submit to the Consultant:

- .1 an application for final payment, and
- .2 Statutory Declarations and other declarations in the form required by paragraphs 5.2.7 and 5.2.8.

5.7.2 The Consultant will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment pursuant to paragraph 5.7.1, review the Work to verify the validity of the application. The Consultant will, promptly after reviewing the Work and application for final payment, determine whether or not there is Total Performance of the Work and, if the determination is that there is not, the Consultant will give written reasons to the Contractor as to why there is not Total Performance of the Work.

5.7.3 Where the Consultant has concluded that there is Total Performance of the Work, the Consultant will promptly issue a Certificate of Final Payment to the Owner and the Owner will then pay to the Contractor the balance of the Contract Price within 10 Working Days of the issuance of the Certificate of Final Payment, unless in the meantime:

- .1 a claim of lien is filed by the Contractor or by any person engaged by or under the Contractor,

- .2 proceedings have commenced to enforce a lien against any holdback relating to the Work,
- .3 all or a portion of the final payment amount is required by law to satisfy any liens against the Work or other third party monetary claims against the Contractor which are enforceable against the Owner or the Place of the Work, or
- .4 any assessment, lien or other claim is made or threatened by the Workers' Compensation Board under the *Workers' Compensation Act* (British Columbia) in respect of the Contractor, Subcontractors, Suppliers or their respective employees.

The Owner may retain out of the final payment amount any sums required by law to satisfy such liens, claims or assessments (but only to the extent that subparagraphs .1 to .4 apply).

Nothing in this paragraph 5.7.3 precludes the Owner from deducting a *Builders Lien Act* holdback of 10 percent from the final payment amount and then releasing same in accordance with the Contract Documents and the *Builders Lien Act*, following expiry of 55 calendar days after the issuance of the Certificate of Final Payment.

GC 5.8 WITHHOLDING OF PAYMENT

Paragraph 5.8.1 is amended by replacing the phrase, "such an amount that the Consultant determines is sufficient and reasonable to cover the cost of performing such remaining Work" with the phrase, "such an amount that the Consultant determines is sufficient and reasonable to cover double the cost of performing such remaining Work."

GC 6.1 CHANGES

New paragraphs 6.1.3, 6.1.4, 6.1.5 and 6.1.6 are added as follows:

- 6.1.3 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) changes in the Work which result in an increase in the Contract Price 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 (10) percent of the direct unavoidable costs incurred by the Contractor's use of his own forces;
 - .2 the Contractor will receive five (5) percent 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 (10) percent 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 prices and unit prices) 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 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*.
 - .4 The Contractor will specify the costs and amounts on account of each Change Order quotation or Change Directive by separately listing all GST and other applicable taxes.
 - .5 Upon the request of the Consultant, the Contractor will promptly deliver all supporting documentation, including labour, Products, services, Subcontract breakdowns and all other documentation, in order to substantiate any Change Order quotation or change in the Contract Price pursuant to a Change Directive.
 - .6 The Contractor will be responsible for having time sheets covering all personnel respecting any Change Order or Change Directive checked and approved daily by the Consultant, and claims for reimbursement of any extra wages, salaries or other expenses relating to such personnel will only be accepted when properly supported by such signed time sheets.
 - .7 All costs and expenses incurred by the Contractor and any Subcontractor or Suppliers in preparing any requested Change Order quotation or submitting, substantiating or otherwise administering a claim pursuant to a Change Order or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.
- 6.1.4 No payment on account of a Change Directive will be made and no application for payment for Work performed pursuant to a Change Directive will be considered unless and until the Change Directive has been converted into a Change Order. All applications for payment for Work performed pursuant to a Change Order must be itemized separately from the portions of the Work not related to the Change Order, but are eligible to be included in regular monthly progress payments. No payment on account of a Change Order will be made prior to the Contractor's compliance with the terms and conditions, as applicable, set out in GC 6.2 - *CHANGE ORDER* and GC 6.3 - *CHANGE DIRECTIVE*.
- 6.1.5 All of the provisions of PART 5 - *PAYMENT* apply with the necessary changes to all payments made in respect of any Change Order or Change Directive (except to the extent of any inconsistency with this PART 6 - *CHANGES IN THE WORK*).
- 6.1.6 Despite any other terms of the Contract Documents, in no event will any change in the Work which would entitle the Contractor to any additional compensation or which would entitle the Owner to any discount on the Contract Price constitute a Change Directive.

GC 6.2 CHANGE ORDER

Paragraph 6.2.1 is deleted and replaced with the following:

- 6.2.1 When a change in the Work is proposed or required, the Consultant will issue a Contemplated Change Notice ("CCN"). The CCN will describe in reasonable detail the proposed change in the Work to the Contractor. Within the time periods specified in the

CCN, the Contractor will provide a written quotation of the value of the contemplated change (increase or decrease) as well as the effect, if any, on the Construction Schedule (the "CCN Quotation"). The CCN Quotation must comply with the terms and conditions of paragraph 6.1.3 and will be deemed to include all costs including any direct or "impact effects" on the Construction Schedule except to the extent expressly indicated in the CCN Quotation. The CCN Quotation will be deemed to be an offer by the Contractor to amend the Contract which may be accepted or rejected by the Owner, through the Consultant. The Owner will review the CCN Quotation and if acceptable, the Consultant will issue a Change Order.

GC 6.3 CHANGE DIRECTIVE

Paragraph 6.3.5 is deleted.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

A new paragraph 6.4.4 is added as follows:

For the purposes of paragraph 6.4.1, conditions will be considered not to be materially different and no change in the Contract Price will be made if the conditions found were reasonably foreseeable to a Professional Geotechnical Engineer having read the Contract Documents prior to the discovery of the conditions.

GC 6.5 DELAYS

Paragraphs 6.5.1 and 6.5.2 are amended by adding the words "Subject to paragraphs 6.5.7 and 6.5.8," to the beginning of the second sentence.

The first sentence in paragraph 6.5.3 is deleted and replaced as follows:

If the Contractor is delayed in the performance of the Work by a cause beyond the Contractor's control (as defined below), then the Contract Time will be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor.

A new sentence is added to paragraph 6.5.3 as follows:

For the purposes of this paragraph 6.5.3, a "cause beyond the Contractor's control" does not include any of the following:

- .1 lockouts, strikes or other disputes involving the Contractor, Subcontractors or Suppliers or any of their respective employees;
- .2 delays by common carriers supplying goods or services necessary for the Work, where other carriers are available; and
- .3 unfavourable weather conditions of any kind (given that the Contractor is familiar with the weather conditions at the Place of the Work and should have allowed for same in its tender).

Delete paragraph 6.5.4 and replace with the following:

- 6.5.4 If the Contractor is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, the Contractor will promptly provide the Consultant with a written notice of:
- .1 the particulars of the cause of any unexpected delay,
 - .2 the expected length of the delay, and
 - .3 steps that the Contractor intends to take to mitigate or overcome any delay caused by the event or circumstances.

This written notice must be given as soon as possible and in any event, not more than five (5) calendar days after the Contractor becomes aware or ought reasonably to have become aware of the commencement of the event or circumstances expected to cause delays. No extension of time or reimbursement of costs for delay shall be made unless written notice is provided in accordance with this paragraph 6.5.4. In all cases the Contractor waives any claim for an extension of Contract Time or compensation for costs incurred where the Contractor is delayed or impacted in the performance of the Work by an event caused by the Contractor or any person or party employed or engaged by the Contractor, either directly or indirectly (a "Contractor-Caused Event"). All Contractor-Caused Events shall be events of default under the Contract.

New paragraphs 6.5.6, 6.5.7 and 6.5.8 are added as follows:

- 6.5.6 The Contractor will have the burden of establishing delay, the cause of the delay, and the costs relating to the delay, by the submission of substantiating documents and other evidence to the satisfaction of the Consultant.
- 6.5.7 For the purposes of paragraphs 6.5.1 and 6.5.2, the phrase "reasonable costs incurred by the Contractor as a result of such delay" means only those amounts which would have been recoverable had the delay been instituted by the Owner through the Consultant as a Change Directive pursuant to GC 6.3 - *CHANGE DIRECTIVE* and in no event will the Owner be liable to reimburse the Contractor for any indirect, consequential or other losses, costs or expenses arising from the delay.
- 6.5.8 In no event will paragraphs 6.5.1 or 6.5.2 apply to any delay arising under GC 6.4 - *CONCEALED OR UNKNOWN CONDITIONS*, GC 9.1 - *PROTECTION OF WORK AND PROPERTY*, or GC 9.3 - *TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS*, or any of the events described in paragraph 7.2.2.

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

In paragraph 7.1.3, subparagraph .2 is deleted and replaced with the following:

- .2 provides the Owner with a correction schedule acceptable to the Owner, and

GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

Paragraph 7.2.2 is deleted and replaced with the following:

- 7.2.2 Despite any other term of the Contract Document, if the Work should be stopped or otherwise delayed for a period of 30 Working Days or more for any reason including, without limitation and by way of example only, fire, earthquake, flood, court order on account of the discovery of "heritage protected" items, archeological artifacts, human remains or the like, or any other reason, provided always that such stoppage or delay is not the result of any act or an omission of the Contractor or of anyone directly or indirectly employed or engaged by the Contractor, then the Contractor or Owner may by giving the other party notice in writing, terminate the Contract effective immediately on the giving of the notice. In such an event, the Owner will be liable to the Contractor only for:
 - .1 the reasonable amount of Work done and Product delivered to and properly incorporated into the Work up to the date of termination, as well as
 - .2 the Contractor's reasonable costs and expenses of winding up and demobilizing in advance of completing the Work, as approved by the Consultant.

A new paragraph 7.2.2A is added as follows:

- 7.2.2A Upon the payment of the amounts specified in paragraph 7.2.2, the Owner and Contractor will be released from all legal liability and obligations which under the Contract relate to the Work not completed prior to termination but the Contract will remain in full force and effect with respect to holdbacks, deficiencies, warranties and all other matters which, by their nature, relate to the portion of the Work completed prior to termination. However, despite any terms to the contrary in this paragraph 7.2.2A or in paragraph 7.2.2, the Owner will not be liable for the Contractor's profit, overhead, lost profits or any other consequential or indirect losses, costs or expenses arising out of the termination pursuant to paragraph 7.2.2.

In paragraph 7.2.3, subparagraph .1 is deleted and in subparagraph .4, the phrase “, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,” is deleted.

A new paragraph 7.2.6 is added as follows:

- 7.2.6 Where the Owner's default is not a default in the payment of money and is a default which with reasonable diligence cannot be corrected in the five (5) Working Days specified, the Owner will not be in default unless the Owner fails to:
- .1 commence the correction of the default within the specified time,
 - .2 provides the Contractor with a correction schedule acceptable to the Contractor, and
 - .3 corrects the default in accordance with such schedule.

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

Delete paragraph 8.2.1 and substitute the following:

- 8.2.1 In accordance with the latest edition of the Rules for Mediation of CCDC 2 - Construction Disputes, the parties shall appoint a Project Mediator within 15 days after both parties agree in writing that a Project Mediator be appointed.

Delete paragraphs 8.2.4 to 8.2.8 inclusive, and add new paragraphs 8.2.4 and 8.2.5:

- 8.2.4 Either party may elect at any time to terminate any mediation commenced under GC 8.2, and may refer the unresolved dispute to the courts or, where the parties have agreed in writing to do so, the dispute may be referred to any other method of dispute resolution, including arbitration pursuant to the *Commercial Arbitration Act*.
- 8.2.5 Unless both parties agree, the Contractor shall not stop the Work, or any part of the Work, pending the resolution of any dispute under the Contract.

Add the following at the end of paragraph 8.2.3:

If the parties cannot resolve their disputes, and if the parties do not agree to the appointment of a Project Mediator, then either party may elect to resolve its disputes as provided for in paragraph 8.2.4.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Add the following paragraph:

- 9.1.4 [Title to all Heat Exchangers will remain vested in the Owner at all times.](#) Title to all Products delivered to the Place of the Work will vest in the Owner immediately on their installation or incorporation into the Work. The Contractor will bear all risk of loss or damage to the Products, and will be responsible for all Products, until they are delivered and properly installed or incorporated into the Work. [The Contractor will bear all risk of loss or damage to](#)

the Heat Exchangers, and will be responsible for the Heat Exchangers, upon the transfer of risk pursuant to the delivery and inspection procedures set out in **Specification Section 01110 [Summary of Work] Section 2.11 [Owner Furnished Items]** until Total Performance of the Work pursuant to **Section 01770 [Closeout Procedures]** or commencement of beneficial use of the Heat Exchangers by the Owner, which ever is earlier. Performance failures and related deficiencies of Owner' supplied equipment will be the responsibility of the Owner. The Consultant will be responsible for determining the type of performance failure. Performance failures not deemed to be attributed to deficiencies of said Owner supplied equipment will be the responsibility of the Contractor.

GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

Amend paragraph 9.3.6 by adding the following to the end of paragraph 9.3.6:

For the purposes of this paragraph 9.3.6, the phrase "reasonable costs incurred as a result of the delay and as a result of taking those steps" means only those costs which would be recoverable had the delay and the steps been directed by the Owner through the Consultant pursuant to a Change Directive issued under GC 6.3 - *CHANGE DIRECTIVE*, and in no event will the Owner be liable to reimburse the Contractor for indirect or consequential losses, costs, expenses or damages of any type.

Amend paragraph 9.3.8 by adding the following to the end of paragraph 9.3.8:

In no event will the Owner's liability under this paragraph 9.3.8 include indirect or consequential losses, costs, damages or expenses, all of which are expressly excluded from this indemnity.

GC 10.1 TAXES AND DUTIES

Add paragraph 10.1.3 as follows:

10.1.3 Any tax including, without limiting the generality of the foregoing, any government sales tax, customs, duty or excise tax, whether paid or not, which is found to be inapplicable or for which exemption may be obtained is the sole and exclusive property of the Owner. The Contractor agrees to cooperate with the Owner or his agent in the application for any refund of any taxes, which cooperation shall include but not be limited to making or concurring in the making of applications for any such refund or exemption and providing to the Owner or his agent copies, or where required, originals, or records, invoices, purchase orders and other documentation necessary to support such application for exemption for refund.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Clause GC 10.2.2 is deleted and replaced with the following:

10.2.2 The Owner will obtain and pay for all easements and rights of way for the Contractor's access to each site. [The Owner will ensure that the registered owner of each site on which the Work is to be performed has obtained the necessary development and building permit for the building within which the Work is to be performed. The Contractor will be responsible for all permits, licences, or certificates necessary for the performance of the Work, including without limitation and by way of example only, all permits, licences, or certificates required for the installation and commissioning of the Heat Exchangers unless such permits, licences or certificates are expressly made the responsibility of the Owner or the Heat Exchangers vendor under the terms of the supply contracts for the Heat Exchangers.]

Add paragraph 10.2.6 as follows:

10.2.6 The Contractor must pay for and obtain a business license from the City of Vancouver prior to commencing the Work.

GC 10.4 WORKERS' COMPENSATION

Clause GC 10.4 is deleted and replaced with the following:

GC 10.4 WORKERS' COMPENSATION BOARD COMPLIANCE

- 10.4.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board 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. The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full.
- 10.4.2 The Owner now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WCB OH&S Regulation.
- 10.4.3 Without in any way limiting the Contractor's obligations under the WCB OH&S Regulation, and by way of example only, the Contractor will:
- i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Place of the Work;
 - ii) provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WCB OH&S Regulation; and
 - iii) within ~~five~~ten (510) Working Days of the Owner delivering the Notice of Award to the Contractor, sign and deliver to the Owner the "Prime Contractor Agreement", which is attached as Schedule ~~11~~10 to the Agreement.
- 10.4.4 In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all ~~City~~Owner and Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, Suppliers and others engaged in the performance of this Contract.
- 10.4.5 Prior to commencement of construction, the Contractor will:
- i) complete and file a "Notice of Project" with the Workers' Compensation Board in compliance with Section 20.2 of the WCB OH&S Regulation;
 - ii) post the Notice of Project at the Place of the Work; and
 - iii) provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Place of the Work.
- 10.4.6 Within ~~five~~ten (510) Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor's and all Subcontractors' Workers' Compensation Board registration numbers.
- 10.4.7 Within ~~five~~ten (510) Working Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this

Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with the Workers' Compensation Board and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

10.4.8 The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the Owner pursuant to the Owner's statutory obligations under the WCB OH&S Regulation (Section 119 of the Workers' Compensation Act) as an "owner of a workplace". Despite the Owner's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner's obligations under Section 119 of the Workers' Compensation Act, including, without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner's staff and departments in order to ascertain what, if any, information is known or has been recorded by the Owner's staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner's staff and Owner's records for this purpose. Within ~~five~~ten (510) Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Consultant prior to the Owner being obligated to issue the Notice to Proceed.

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

- i) unpaid Workers' Compensation Board assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
- ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by the Workers' Compensation Board to constitute a breach of the WCB OH&S Regulation or other failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including any and all fines and penalties levied by the Workers' Compensation Board; or
- iii) any breach of the Contractor's obligations under this GC 10.4.

~~iv)~~

GC 11.1 INSURANCE

[\[NTD: Kieran/Wendy – Still needs to be revised to address Tanis' April 4 e-mail and match the insurance requirements set out in Appendix 9 and the certificate requirements still to be fixed up in Schedule 9.\]](#)

Modify the first sentence of subparagraph .1 of paragraph 11.1.1 to read: "~~General~~Project Specific/Wrap up Liability Insurance" shall be in the joint names of the Contractor, Subcontractors, Owner, Consultant and subconsultants engaged on the Project of not less than \$5,000,000 per occurrence and with a property damage deductible not exceeding \$10,000.

Modify subparagraph .2 of paragraph 11.1.1 by revising insurance limits to not less than "\$5,000,000".

In subparagraph .5 of paragraph 11.1.1, the sentence, "Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner agrees to waive the equipment insurance requirement." is deleted.

In paragraph 11.1.1, subparagraph .4(4), delete the sentence “When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work.” and replace it with the following:

When the extent of the loss or damage is determined, the Contractor will, on the prior written notice of the Owner, proceed to restore the Work.

New paragraphs 11.1.6 to 11.1.10 are added as follows:

- 11.1.6 All required insurance policies must have the right of subrogation waived as against the Owner, the Consultant, subconsultants, and their respective officers, officials, employees, subcontractors and agents.
- 11.1.7 Prior to the commencement of the Work and at any time and from time to time upon request by the Owner, the Contractor will promptly provide the Consultant and Owner with written confirmation of coverage under the insurance policies required of the Contractor under this Contract [and must be completed and signed using the Certificates of Insurance attached as Schedule 9 to this Agreement and such certificates may not contain any qualifications or disclaimers whatsoever unless approved in writing in advance by the Owner](#), and if required by the Owner, a certified true copy of each policy certified by an authorized representative of the insurer together with copies of any amending endorsements.
- 11.1.8 The Contractor must ensure that all Subcontractors employed by the Contractor carry insurance in the form and limits specified in GC 11.1.
- 11.1.9 The Contractor must furnish evidence of the renewal of policies described in this GC 11.1 by renewal certificate, endorsement, or certified copy to the Owner at least 30 calendar days prior to the expiry date of the policy.
- 11.1.10 The Contractor shall cause its Subcontractors, consultants or subconsultants that undertake, perform, design, review and/or complete any engineering or architectural design work or drawings for the Project to carry professional liability insurance coverage with a limit not less than \$1,000,000 per claim and \$1,000,000 aggregate limit.

GC 11.2 BONDS

Delete paragraphs 11.2.1 and 11.2.2 and replace them as follows:

- 11.2.1 The Contractor will, within 10 Working Days of the receipt of the Notice of Award, provide the surety bonds described below.
 - 11.2.2 The surety bonds required under this Contract must be issued by a duly licenced Surety Company authorized to transact the business of suretyship in British Columbia and must be maintained in good standing until the issuance of the Certificate of Final Payment and the payment of all *Builders Lien Act* holdbacks. The form of the bonds must be approved in advance by the Owner’s Director of Legal Services, provided always that such approvals are not unreasonably withheld.
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- 11.2.3 The surety bonds required under this Contract are as follows:
- .1 a Performance Bond in the amount of 50 percent of the Contract Price,
 - .2 a Labour and Material Payment Bond in the amount of 50 percent of the Contract Price, and
 - .3 where required under paragraph 12.4.4, a lien holdback release bond/security.

GC 12.1 INDEMNIFICATION

In paragraph 12.1.1, delete subparagraph .3.

Delete paragraph 12.1.2.

GC 12.2 WAIVER OF CLAIMS

In paragraph 12.2.1, delete subparagraph .4, and the sentence stating how this subparagraph "shall read".

GC 12.3 WARRANTY

Paragraphs 12.3.1, 12.3.2 and 12.3.3 are deleted and replaced with the following:

- 12.3.1 The Contractor now warrants that the Work (and all Products and the Heat Exchangers) will be free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products or Heat Exchangers) for a period of one (1) year commencing from Total Performance of the Work, subject to paragraph 12.3.3 and any other specific warranties outlined in the Contract Documents. All warranty periods shall be tied to the Total Performance of the Work and not to the Substantial Performance of the Work.
- 12.3.2 The Contractor will promptly repair and correct all such defects at no cost to the Owner provided such defects arose during the warranty period. If the Contractor fails to repair or correct any defect which arose during the warranty period within 10 Working Days of written notice of its existence or in the event of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, or inconvenience to the public, the Owner may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the Owner will be payable by the Contractor to the Owner within seven (7) calendar days of receiving an invoice from the Owner for same.
- 12.3.3 Where the Owner commences the use of the Heat Exchangers, Work and Products for their intended purposes prior to Total Performance of the Work, the Owner and Contractor will agree on the date that such early use began and the warranty period will be deemed to commence from such date. This paragraph does not apply to any use of the Work or Project where such use is to facilitate further stages of construction or other work on the Project.
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- 12.3.3A Attainment of Total Performance of the Work and issuance of the Certificate of Final Payment or the commencement of the use of the [Heat Exchangers](#). Work or Product prior to 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.

Paragraph 12.3.5 shall be modified by changing the reference from paragraph 12.3.3 to paragraph 12.3.2.

Add the following clause GC 12.4 LIENS:

GC 12.4 LIENS

- 12.4.1 The Contractor will not permit, do or cause anything to be done to the Place of the Work at any time which will allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the Place of the Work or to the Contractor's personal property within the Place of the Work.
- 12.4.2 In the event of the registration of any lien, charge, conditional sale agreement, personal property security interest or other encumbrance against the Place of the Work or the Contractor's personal property within the Place of the Work at the Land Title Office or other registry, as a direct result of an action or inaction of the Contractor, Subcontractor or Supplier, the Contractor will, within 10 Working Days notice of the registration, and at Contractor's own expense, immediately cause the registration to be discharged, whether by payment or giving security or in such other manner as may be permitted by law, failing which the Owner may, but will not be required to, make payments required to procure and discharge the registration and the Contractor will immediately reimburse the Owner for all expenses including legal fees on an indemnity basis in connection with such process.
- 12.4.3 For further certainty, paragraphs 12.4.1 and 12.4.2 above do not and will not be interpreted to make the Contractor liable for liens arising from any act or default of the Owner, the Consultant or the other trade contractors.
- 12.4.4 Despite any other term of these Contract Documents, the Contractor will within seven (7) Working Days of receiving written notice from the Owner to do so, deliver to the Owner a form of lien holdback release bond/security in compliance with the terms and conditions set out in GC 11.2 - *Bonds* except that the amount payable by the Owner to the Contractor for the delivery of such security will be the actual, direct out-of-pocket costs (with no markup for overhead, profit or any other cost or expense) incurred by the Contractor in doing so and will not be the amount set out in GC 6.3 - *Change Directive*. Despite any other term of these Contract Documents, the Owner will not be obligated to pay the builders lien holdback amount to the Contractor unless and until such security is delivered to the Owner in compliance with the terms and conditions set out in GC 11.2 - *Bonds*. For further certainty, the requirement to deliver lien holdback release bond/security and the Owner's obligation to pay for same is wholly set out in this paragraph and Appendix 1 - *Breakdown of Tender Price* of the *Form of Tender* will not
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apply under any circumstances to the Contractor's obligations and payment for same under this paragraph.

Add the following clause GC 12.5 NO PROMOTION OF RELATIONSHIP:

GC 12.5 NO PROMOTION OF RELATIONSHIP

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

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

END OF SECTION 00800

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