



INVITATION TO TENDER ("ITT") No. PS09039

NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, May 19, 2009 and registered at 11:00:00 A.M. Wednesday, May 20, 2009.

NOTES:

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

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

Wendy Corneau, B.Sc.
Contracting Specialist
Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INVITATION TO TENDER**

1.0 Introduction

- 1.1 The City of Vancouver (the "Owner" or the "City") hereby invites Tenders for the installation of the following Owner Supplied equipment at the Nelson Pump Station:
- a) One (1) Owner Supplied submersible sewage jockey pumping unit in one compartment of the pump station wet well;
 - b) Two (2) Owner Supplied mixers in the pump station wet well. One mixer per wet well compartment;
 - c) One (1) Owner Supplied Free Standing Variable Frequency Drive (VFD) Assembly in the pump station electrical/piping room; and
 - d) One (1) Owner Supplied check valve in the pump station electrical/piping room.

The work also includes all related civil, mechanical, piping, pump discharge piping and electrical/instrumentation work required to complete the installation of the Owner Supplied equipment and as required to provide a complete working jockey pump and piping system as required by the contract documents including start up and commissioning.

- 1.2 The Site is located on a City right of way at Pacific Boulevard under the Nelson ramp of the Cambie Street Bridge in Vancouver, British Columbia and is accessed off Nelson Street.

- 1.3 The Tender Documents can be downloaded from the City's website at <http://vancouver.ca/fs/bid/bidopp/openbid.htm>

- 1.4 A CD containing Part G -Specifications and Drawings is available for pick up during normal business hours at:

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

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

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

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PART A - INVITATION TO TENDER**

2.0 Examination of Tender Documents

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

3.0 Site Meeting

- 3.1 Tenderers are to attend a pre-tender site inspection on Monday, May 4th, 2009, commencing at 2:00 PM. This meeting will be held at the Nelson Pump Station. See Paragraph 11.0 in the "Instructions to Tenderers" for additional information on the mandatory site inspection.

Date and Time: May 4th, 2009 at 2:00 PM
Location: Pacific Blvd under the Nelson Street ramp onto the Cambie Street Bridge. Access is off Nelson Street.
Street - Nelson and Pacific Blvd
Vancouver, BC

- 3.2 Tenderers who intend to attend the pre-tender meeting should pre-register by submitting notification by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca by Friday, May 1st, 2009.

4.0 Conduct of ITT - Inquiries and Clarifications

- 4.1 The City's Manager - Supply Management will have conduct of this Invitation to Tender ("ITT"), and all communications are to be directed only to the contact person(s) named on the cover page of this ITT via fax or email.
- 4.2 It is the responsibility of the Tenderer to thoroughly examine the ITT and all Tender Documents and satisfy itself as to the full requirements of this ITT. All inquiries are to be in written form only, and should be faxed to (604) 873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page no later than five (5) working days prior to the close date.
- 4.3 The lowest or any Tender may not be accepted and the City will not be responsible for any costs incurred by the Tenderer in preparing the Tender.
- 4.4 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.

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PART B - INSTRUCTIONS TO TENDERERS**

1.0 DEFINITIONS & INTERPRETATION

a) Definitions

Terms used in the Tender Documents will have the meaning ascribed to such terms wherever defined in the Tender Documents unless the context of their use requires otherwise.

The following terms will have the following meanings:

- i) **"City"** (or **"Owner"**) means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, SBC 1953, c.55
- ii) **"Closing Time"** means the closing date, time and place as set out on the cover page of this ITT;
- iii) **"Contract"** (or **"Agreement"**) means the contract between the City and the successful Tenderer in the form enclosed with the Tender Documents as the **"Form of Agreement"**;
- iv) **"Form of Agreement"** means the Form of Agreement which forms part of the Tender Documents and the Contract Documents, as applicable;
- v) **"Form of Tender"** means the Form of Tender which forms part of the Tender Documents and the Contract Documents, as applicable, and includes all schedules thereto;
- vi) **"General Conditions"** or **"GC"** means the General Conditions which form part of the Tender Documents and the Contract Documents, as applicable;
- vii) **"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;
- viii) **"Instructions to Tenderers"** means the Instructions to Tenderers which form part of the Tender Documents and the Contract Documents, as applicable;
- ix) **"Invitation to Tender"** or **"ITT"** means invitation to tender No. PS08178, **"Expo Deck Repairs"**;
- x) **"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);

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- x) "Supplementary General Conditions" means the Supplementary General Conditions which form part of the Tender Documents and the Contract Documents, as applicable;
- xii) "Tax Legislation" includes the Income Tax Act (Canada), Excise Tax Act (Canada), and all other similar legislation in effect from time to time;
- xiii) "Tender" means any tender submitted to the City by a Tenderer in response to this ITT;
- xiv) "Tender Contract" means any contract whether simple or by deed formed upon receipt by the City of a Tender from a Tenderer in response to the Invitation to Tender;
- xv) "Tender Documents" mean all the documents listed in Paragraph 12, including any addendum issued by the City; and
- xvi) "Tenderer" refers to a party who submits a Tender in response to this ITT.

b) Interpretation

- i) In these Tender Documents, any reference to the masculine includes the feminine and bodies corporate, and each includes the others where appropriate. Also, any reference to the singular includes the plural where appropriate.
- ii) If there is a conflict between or among the Specifications and Drawings on the one hand and the Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), Form of Agreement, General Conditions, Supplementary General Conditions, Appendices and any addenda issued by the City (collectively, the "Balance of Tender Documents") on the other hand, the Balance of Tender Documents shall prevail over the Specifications and Drawings.

2.0 SUBMISSION OF TENDERS

- 2.1 Tenders must be submitted before the Closing Time.
- 2.2 Unless otherwise explicitly required or permitted hereby, Tenders must be put on the Form of Tender.
- 2.3 The Form of Tender must be completed fully, in all respects. All blank spaces in the Form of Tender must be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations or other corrections should be initialled by all persons signing the Tender.
- 2.4 Tenders must be all inclusive and without qualification or condition.

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2.5 Each Tender should be signed in longhand by or on behalf of the Tenderer, with the signatory's name printed clearly and legibly directly below the signature. Tenders by partnership should be signed by at least two (2) of the partners or by an authorized representative of each of at least two (2) partners, with the signatories' names and designations printed clearly and legibly directly below their respective signatures. Tenders by a companies should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Form of Tender, including the schedules thereto, should bear the initials of all persons signing the Tender.

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

"ITT PS09039 - NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION

Submitted by: _____
[Tenderer's Name]

Date: _____ Time: _____

[To be stamped by the City]

DO NOT OPEN PRIOR TO THE TENDER CLOSING TIME"

2.7 Tenders shall be submitted to the front desk of:

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

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

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

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

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3.0 TENDER PRICE

- 3.1 The price for the Work (the "Total Tender Price") shall be the sum in Canadian dollars of the following:
- a) the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and their unit prices listed in the Schedule of Quantities and Prices; plus
 - b) all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus
 - c) all applicable taxes.
- 3.2 Subject to any adjustment for changes to the Work, which are approved by the Engineer in accordance with the Contract Documents, the Total Tender Price shall be the maximum compensation owing to the Contractor for the Work and the Contractor's compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work.
- 3.3 The City may delete any items in Schedule A in order to meet budget limitations, or otherwise, and award a contract for only the remaining items.

4.0 OPENING OF TENDERS

- 4.1 All Tenders will be opened in public at:

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

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

- 4.2 Award of a Contract will be subject to approval by City Council and the insurability of the Contractor pursuant to the insurance provisions of the General Conditions.

5.0 CONTRACT

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

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6.0 BONDS

- 6.1 Each Tender should be accompanied by a Consent of Surety (Schedule "G" of the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia and a Bid Bond, payable to the Owner, the City of Vancouver, in the amount of ten percent (10%) of the Total Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City and the delivery of the Bonds specified in Paragraph 7(b) hereof.
- 6.2 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:
- | | |
|-----------------------------------|-------------------|
| Bid Bond: | CCDC 220 (latest) |
| Performance Bond: | CCDC 221 (latest) |
| Labour and Material Payment Bond: | CCDC 222 (latest) |
- 6.3 The Bid Bond of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the Tenderer to whom the award is made will be returned to him/her upon execution of the Agreement, delivery of a Performance Bond for fifty percent (50%) of the Total Tender Price and a Labour and Material Payment Bond for fifty percent (50%) of the Total Tender Price, and commencement of the Work. The cost of all Bond premiums shall be included in the Total Tender Price.
- 6.4 All bonds should be issued by a surety company authorized and licensed to carry on business in British Columbia and should have an office in British Columbia.

7.0 INSURANCE

- 7.1 Tenderers must submit with their Tenders a fully completed Certificate of Existing Insurance in the form annexed as Schedule "G" to the Form of Tender.
- 7.2 The Successful Tenderer, at his expense, must obtain and keep insurance in relation to the Work as provided for in Section 53 of the General Conditions portion of the Tender Documents and provide the City with proof of such insurance in the form of the Certificate of Insurance annexed as Appendix F of the Tender Documents, as and when required by the Tender Documents.

8.0 WORKSAFEBC

- 8.1 Tenderers should familiarize themselves with the latest WorkSafeBC requirements as laid out in Sections 7 and 54 of the General Conditions.

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9.0 AWARD

- 9.1 Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Tenderers or any other contractual document, the Owner reserves the full right, in its sole discretion and according to its own judgment of its best interest, to:
- a) reject any or all Tenders at any time without further explanation;
 - b) consider any Tender that is incomplete, conditional, obscure, or contains alterations and/or irregularities to be non-responsive;
 - c) 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;
 - d) waive any non-compliance with the Tender Documents or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein; and
 - e) accept any Tender it considers advantageous.
- 9.2 Where the City's Manager - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exist on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- 9.3 The lowest priced or any Tender will not necessarily be accepted.
- 9.4 The award of any contract shall be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:
- a) the overall cost impact of the Tender on the operations of the City, including the addition of all applicable taxes to the prices quoted;
 - b) the ability and experience of the Tenderer, the Tenderer's proposed suppliers and sub-contractors, and all of their respective senior staff and key personnel assigned to carry out the Work;

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- c) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - d) the Tenderer's understanding of proposed Work;
 - e) the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City;
 - f) the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender;
 - g) the quality of the references, resumes, curriculum vitae, and reputation of the Tenderer, its Suppliers and Subcontractors, and all of their respective senior staff and key personnel, particularly as it relates to the Work.
- 9.5 The Owner may, prior to and/or after 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.
- 9.6 Tenderers will not be permitted to alter or amend Tendered prices included in a Tender after the Closing Time. If prior to an award of the Contract the Owner identifies changes the Owner wishes to make to the Contract Documents, then such changes shall be dealt with after the award of the Contract as Changes, and the provisions of GC 47 - Alterations, Extras, Deductions and Claims shall apply.
- 9.7 Tenders shall be irrevocable and remain open for acceptance by the Owner for a period of ninety (90) calendar days after the Closing Time.
- 9.8 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.
- 9.9 The Owner will notify the successful Tenderer by issuance of a Notice of Award.
- 9.10 Acceptance of any Tender is contingent on funds being approved and a contract award being made by Vancouver City Council and the insurability of the Contractor pursuant to the insurance provisions of the General Conditions.

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10.0 SITE

- 10.1 The Site on which the Work is to be executed is located on City owned property in Vancouver, British Columbia.
- 10.2 Tenderers shall make a careful examination of the Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature of the Work to be undertaken; the means of access; the extent of the Work to be performed and any and all matters which are referred to in the Drawings, Tables, Specifications and other Tender Documents, or which are necessary for the full and proper completion of the Work and the conditions under which it will be performed. No allowance shall be made subsequently in this connection on behalf of a Contractor for any error, negligence, interpretation, or misinterpretation on the Contractor's part.
- 10.3 A site tour of the Nelson pump station will be carried out as specified in the Invitation to Tenderers and the Instructions to Tenderers. Tenderers are advised that inspections of the wet well will be subject to safety conditions prescribed by the City of Vancouver. Before entering the wet well, each of the Tenderer's personnel will be required to complete a safety orientation, to adhere to procedures established for access to the wet well, and to have and use personal protective equipment as required by the City of Vancouver and the Workers' Compensation Board. In addition, Tenderer's personnel will be accompanied by a City of Vancouver sewer operator while in the wet well.
- 10.4 The City and the Engineer do not guarantee Site and geotechnical information (if any) provided in or with the Tender Documents and the Tenderer must evaluate such information relative to actual conditions.
- 10.5 The City reserves the right to make use, in any way as it in its discretion wishes, at any time while the Work is being carried out, of such portions of the Work Site as are not in use or occupied for the Work and/or are not needed for the Work.

11.0 TENDER DOCUMENTS

- 11.1 The Tender Documents consist of the following:
- a) The Documents and Sections listed in the Table of Contents;
 - b) Addenda issued.
- 11.2 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.

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12.0 EXAMINATION OF TENDER DOCUMENTS

- 12.1 Each Tenderer must examine the Tender Documents and must also satisfy him/herself of the extent of the Work. The Tenderer shall make his/her own estimate therefrom of the facilities and difficulties attending the performance and the completion of the Work.
- 12.2 No allowance shall be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this clause.

13.0 INTERPRETATION

- 13.1 If any Tenderer is in doubt as to the true meaning and intent of any part of the Tender Documents, then, at least five (5) Working Days prior to the Closing Time, it must make a request in writing to the contact person(s) identified on the cover page of the ITT for clarification or an interpretation thereof.
- 13.2 Prior to the Closing Time of Tenders, all requests made according to 13.1 of this Section 13.0 for necessary clarification of the Tender Documents will be answered in writing by the City. The City shall not be responsible for verbal or any other explanations or interpretations of the Drawings, Specifications or other Tender Documents. All addenda and other written notices so issued shall become part of the Tender Documents and shall be binding upon all Tenderers.

14.0 TAXES AND FEES

- 14.1 The Contractor in the Contractor's Tender must allow for the payment of all Permit Fees and Licence Fees and all Municipal, Provincial and Federal taxes, custom duties and other assessments and charges, and the Contractor agrees that the City shall not be liable in any manner therefor and agrees to indemnify and save harmless at all times the City against all claims which shall be made with respect thereto.

15.0 PRODUCT APPROVAL

- 15.1 Wherever any Product (as defined in the General Conditions) is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Contractor obligates himself to submit his Tender and accept award of the Contract based upon the use of such Products. Use of such reference is intended to establish the measure of quality that the Engineer has determined as a requisite and necessary for the Work. Where two (2) or more Products are shown or specified, the Contractor has the option of which to use.
- 15.2 At least ten (10) Working Days prior to the Tender Closing Time a Tenderer may request the Owner to approve materials, products, or equipment ("Approved Equals") to be included in a Tender in substitution for items indicated in the Contract Documents.

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- 15.3 Applications for an Approved Equal must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 15.4 Approval of manufacturers and/or Products as noted are approved only insofar as they shall conform to the Specifications.
- 15.5 The Owner is not obligated to review or accept any application for an Approved Equal.

16.0 METRIC MEASUREMENTS AND COORDINATION

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

17.0 SCHEDULING, COORDINATION AND COMPLETION

- 17.1 Time shall be of the essence for all purposes of this Contract and the performance of the Work.
- 17.2 Each Tenderer should complete and submit Schedule B with the Tender, showing the proposed critical path construction schedule for all Work under the Contract, to clearly demonstrate how the Tenderer will have **substantially complete the Work by August 28, 2009, with total completion of the Work by September 11, 2009.**
- 17.3 The Nelson Pump Station must remain in service while the Work is underway. One compartment of the wet well containing two pumps must remain in operation while the

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other compartment of the wet well is removed from service to allow installation of the new jockey pump. The Contractor will be responsible for completing the Work in a way that minimizes impact on the facility operations and the operations of other private contractors who may be working at the pump station. Additional requirements for maintaining the pump station in operation are provided in the technical specifications.

18.0 WORK AREAS

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

The Contractor shall employ all work procedures necessary to minimize disturbance and inconvenience to operations at the Nelson Pump Station Site and shall strictly adhere to all construction procedures specified or referenced in the Tender Documents.

18.2 No interruption of power and/or communications to any part of the facilities at the Site will be allowed and in accordance with item 18, the Contractor shall ensure sewage pumping equipment from the one compartment in the wet well containing two pumps continues operation without interruption during the Work.

19.0 LABOUR RATES

19.1 Tenders should include Schedule "F" - Force Account Labour and Equipment Rates. The Tenderer should insert the hourly rates for labour including allowances for taxes, assessments, benefits, small tools, overhead and profit as set out in the Supplementary General Conditions paragraph section titled "Force Account".

20.0 EXPERIENCE

20.1 Tenderers are to confirm that they have suitable experience in the performance of this type of work. Each Tenderer should submit Schedule "E" on related projects completed including the following information:

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

21.0 LIST OF SUBCONTRACTORS AND SUPPLIERS

21.1 The Tenderer should insert in Schedule "C" to the Tender a list of Subcontractor(s) and Supplier(s), providing name, address of place of business, and the portion of the Work

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART B - INSTRUCTIONS TO TENDERERS**

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

22.0 NON-RESIDENT WITHHOLDING TAX

22.1 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 City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending among other things, on the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of Revenue Canada, Taxation for further details. The City shall receive a credit under the Contract for monies withheld and remitted. The rights of the City in this matter are enlarged in the General Conditions.

23.0 RELEASE, INDEMNITY AND LIMITATION

(a) Release

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

- (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender;
- (iii) the Tenderer preparing and submitting a signed Form of Tender;
- (iv) the City accepting or rejecting the Tenderer's tender;
- (v) the manner in which a Contract award is made or in which no Contract award is made; and
- (vi) the Tenderer(s), if any, to whom a Contract award is made.

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART B - INSTRUCTIONS TO TENDERERS**

(b) Indemnity

The Tenderer now indemnifies and will protect and save the City and its employees, officers, officials and agents, including the Engineer, harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

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

(c) Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the City or its employees, officers, officials or agents, including the Engineer, are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Subcontractors, subconsultants or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Subcontractors, subconsultants or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement (either expressly stated or implied) to the contrary.

24.0 DISPUTE RESOLUTION

24.1 Any dispute relating in any manner to this Invitation to Tender, except only disputes arising between the City and any Tenderer to whom the City has made an award of the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- a) The arbitrator will be selected by the City's Manager of Materials Management; and
- b) Paragraph 24 above - *Release, Indemnity and Limitation* will:
 - i) bind the arbitrator, the Tenderer and the City; and
 - ii) survive any and all awards made by the arbitrator.

25.0 CONFIDENTIALITY AND PRIVACY

**INVITATION TO TENDER NO. PS09039
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25.1 The Tender, once submitted to the City, becomes the property of the City, 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 City, will be received and held in confidence by the City unless and to the extent that it is or must be disclosed pursuant to Information and Privacy Legislation or the award and evaluation process adopted by the City for this Invitation to Tender.

26.0 RELEASE OF INFORMATION RESTRICTED

26.1 No information will be given out between the Closing Time and the time the Contract award (or decision not to award the Contract) is made. Tenderers must attend the Tender registration in order to obtain information prior to the making of the Contract award.

27.0 WORK IN WET WELLS

27.1 The Tenderer is advised that the wet well is rated a Class 1, Zone 1 Hazardous Area in accordance with the Canadian Electrical Code (CEC) and designated a confined space by City of Vancouver and Worksafe BC regulations. All work to isolate the wet well compartments and to install the new jockey pump and related equipment must be done in accordance with the CEC, WorksafeBC requirements and in accordance with City of Vancouver requirements for working in wet wells.

27.2 The Tenderer shall provide the methods proposed to be employed for work in the wet well both for isolating the two wet well compartments and for installing the jockey pump equipment clearly indicating that proposed methods will comply with regulations governing work in areas designated as confined space and hazardous locations.

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NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

Tender of : _____

(Name of Person, Firm, or Company)

Address:

Telephone No.: _____

Fax No.: _____

Email: _____

For the following work:

The installation of the following Owner Supplied equipment at the Nelson Pump Station:

- a) One (1) Owner Supplied submersible sewage jockey pumping unit in one compartment of the pump station wet well;
- b) Two (2) Owner Supplied mixers in the pump station wet well. One mixer per wet well compartment;
- c) One (1) Owner Supplied Free Standing Variable Frequency Drive (VFD) Assembly in the pump station electrical/piping room;
- d) One (1) Owner Supplied check valve in the pump station electrical/piping room;

The work also includes all related civil, mechanical, piping, pump discharge piping and electrical/instrumentation, and work required to complete the installation of the Owner Supplied equipment and as required to provide a complete working jockey pump and piping system as required by the contract documents including start up and commissioning, all done in accordance with the Requirements set out in Part G of this ITT.

The Work to be done by the Contractor for this Contract shall include overhead, labour, equipment, tools, supplies, temporary works, freight and handling, transportation and all other things necessary for and incidental to the satisfactory performance and completion of all work as specified in the Tender Documents.

(All of the above collectively hereinafter referred to as the "Work".)

Name of Tenderer

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Initials of Signing
Officer

**INVITATION TO TENDER NO.PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

1.0 TOTAL TENDER PRICE AND SCHEDULE

- 1.1 Having fully examined the Site, the access to the Site and all conditions affecting the Work and having carefully read and examined the Tender Documents, the undersigned hereby offers to complete the Work covered by the Tender Documents and to furnish all plant, tools, equipment, labour, Products, material and supervision necessary to execute the Work for the Total Tender Price of:

ITT PS09036 - Nelson Pump Station Upgrading - Jockey Pump Installation
Total Tender Price \$ _____
in lawful money of Canada, including all taxes and fees.

- 1.2 Accordingly, the undersigned offers to achieve Substantial Completion of the Work by August 28, 2009.
- 1.3 The undersigned confirms that the above stated price includes all Federal, Provincial, and Municipal taxes, including, without limitation, GST, and all customs and excise import duties and Workers' Compensation Board assessments relating to the Work in force at this date.
- 1.4 If a Schedule of Quantities and Prices forms part of this Tender, and if there is any conflict between the Total Tender Price entered above and the correct summation of the lump sum prices, provisional sums and/or correct extensions of the unit prices and approximate quantities entered in the aforesaid Schedule together with all taxes and fees, the said correct summation shall take precedence.

2.0 NOTICE OF AWARD

- 2.1 The undersigned agrees that this Tender will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days from the day following the Closing Time, even if the Tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice of award by which the City accepts this Tender (the "Notice of Award"), the undersigned will, within fourteen (14) Working days of the date of the Notice of Award, deliver to the City:
- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
 - b) a detailed construction schedule, as required by GC 22;

**INVITATION TO TENDER NO.PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

- c) a "clearance letter" indicating that the Tenderer and its Subcontractors are in WorkSafeBC compliance;
- d) a current City of Vancouver business licence,
- e) a certificate of insurance in the form attached as Appendix F confirming that the Contractor has the insurance coverage required by GC 53; and
- f) a Prime Contractor Agreement (in the form attached as Appendix A) executed on behalf of the undersigned.

3.0 NOTICE TO PROCEED

3.1 The undersigned agrees that upon the City receiving the items listed in Paragraph 2 above, the City will deliver a written notice to proceed (the "Notice to Proceed") by which the undersigned will:

- a) commence the Work within fourteen (14) Working days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- b) sign the Contract Documents (including without limitation the Form of Agreement and the Drawings) and return them to the City within five (5) Working days after receiving the Contract Documents from the City.

4.0 CONDITIONS

4.1 The undersigned understands and agrees that:

- a) if the undersigned receives written Notice of Award of this Contract and, contrary to Paragraphs 2 and 3 above of this Form of Tender, the undersigned:
 - i) fails or refuses to deliver the documents as specified by Paragraphs 2 and 3 of this Form of Tender; or
 - ii) fails or refuses to commence the Work as required by the Notice to Proceed,

then such failure or refusal will be deemed to be a refusal to enter into the Contract and the City may, on written notice to the undersigned, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the Bid Bond shall be forfeited to the City in the amount equal to the lesser of:

- b) the face value of the Bid Bond; and
- c) the amount by which the Total Tender Price is less than the amount for which the City contracts with another party to perform the Work

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

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

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

(Seal)

per: _____

per: _____

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

(Address)

(Name and Signature)

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

**SCHEDULE "A"
SCHEDULE OF QUANTITIES AND PRICES**

The Tenderer submits the following lump sums and/or unit prices for the items listed below. The lump sums and unit prices shall include the supply and installation of all labour, materials and services, together with the Tenderer's overhead and profit and all Fees and Taxes, but shall not include the GST. The GST shall be shown separately. The Tenderer is required to verify the extent of the Work in relation to this Contract. See paragraph "PERSONAL EXAMINATION" of the General Conditions.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price per Item</u>
1.0	General Requirements				
1.1	Mobilization and Demobilization	N/A	Lump Sum	N/A	\$
	Sub-Total Section 1 - General Requirements				\$
2.0	Civil				
2.1	Isolate & Drain Wet Well Compartment	N/A	Lump Sum	N/A	\$
2.2	Provisions necessary to Maintain Pump Station Operation	N/A	Lump Sum	N/A	\$
2.3	Prepare Concrete Pump Base	N/A	Lump Sum	N/A	\$
3.0	Mechanical				
3.1	Install Owner Supplied Pump in Wet Well	N/A	Lump Sum	N/A	\$
3.2	Install Owner Supplied Mixers In Wet Well	N/A	Lump Sum	N/A	\$
3.3	Supply & Install Pump discharge piping c/w with Owner Supplied Check Valve	N/A	Lump Sum	N/A	\$
	Sub-Total Section 3 - Mechanical				\$
4.0	Electrical				
4.1	Install Owner Supplied VFD Assembly	N/A	Lump Sum	N/A	\$
4.2	Supply & Install PLC Slave Panel c/w slave PLC equipment and connect to existing control panel	N/A	Lump Sum	N/A	\$
4.3	Wire and connect all installed devices	N/A	Lump Sum	N/A	\$
4.4	Supply and Install all cable, wiring, conduits, fittings, boxes for connection of all	N/A	Lump Sum	N/A	\$

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
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PART C - FORM OF TENDER**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price per Item</u>
	electrical and mechanical equipment				
	Sub-Total Section 4 - Electrical				\$
5.0	Testing and Commissioning				
5.1	Test & Commission Installed Pumping Systems, Mixers, VFD and related electrical/instrumentation and mechanical equipment	N/A	Lump Sum	N/A	\$
5.2	Operation and Maintenance Manuals	N/A	Lump Sum	N/A	\$
	Sub-Total Section 5 - Testing and Commissioning				\$
6.0	Permits and Licenses				
6.1	Full cost of all Permits and Licenses				
	Sub-Total Section 6 - Permits and License				\$

	Sub-Total Section 1 - General Requirements	\$
	Sub-Total Section 2 - Civil	\$
	Sub-Total Section 3 - Mechanical	\$
	Sub-Total Section 4 - Electrical	\$
	Sub-Total Section 5 - Testing and Commissioning	\$
	Sub-Total Section 6 - Permits and Licenses	\$
	Sub-Total Sections 1 Through 6	\$
	GST	\$
	Total Tender Price	\$

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

**SCHEDULE "C"
SUBCONTRACTORS AND SUPPLIERS**

1.0 SUBCONTRACTORS

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

SUBCONTRACTOR	ADDRESS	TYPE OF WORK
		Wet Well Isolation
		Concrete Pump Base in Wet Well
		Pump and Piping
		Electrical
		Other

2.0 SUPPLIERS

The Tenderer should list all major suppliers and manufacturers that it intends to use on this project, and include documentation on significant Products, goods, materials and equipment to be used in any portion of the Work.

SUPPLIER	MANUFACTURER	ADDRESS	ITEM
			Steel Piping
			Pipe Coatings
			Electrical and Instrumentation

Additional pages may be attached to this page. Each such additional page should be clearly marked "ITT No. PS09039, FORM OF TENDER - SCHEDULE C", and should be signed by the Tenderer.

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

**SCHEDULE "D"
PROPOSED KEY PROJECT PERSONNEL**

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

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

Additional pages may be attached to this page. Each such additional page should be clearly marked "ITT No. PS09039, FORM OF TENDER - SCHEDULE D", and should be signed by the Tenderer.

INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
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SCHEDULE "E"

TENDERER'S EXPERIENCE WITH RELATED WORK

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

Description of Project (No.1 of 3): _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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SCHEDULE "E" - Continued
TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project (No.2 of 3) _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Name of Tenderer

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
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SCHEDULE "E" - Continued
TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project (No.3 of 3) _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Additional pages may be attached to this page. Each such additional page should be clearly marked "ITT No. PS09039, FORM OF TENDER - SCHEDULE E", and should be signed by the Tenderer.

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

**SCHEDULE "F"
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES
(See Section 8.0 of the Supplementary General Conditions)**

1.0 Force Account Labour Rates

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

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

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

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

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 NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
 PART C - FORM OF TENDER**

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

Overtime Rates will be applicable as follows:

 Name of Tenderer

 Initials of Signing Officer

INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER

2.0 Force Account Equipment Rates

- 2.1 Tenderers should provide equipment rates for all equipment that will be involved in the Work. The labour rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.
- 2.2 Daily rates are for eight (8) hour days, and weekly rates are for forty (40) hour weeks, in each case exclusive of start-up and shutdown time which shall be at no cost to the Owner. Rates are exclusive of operator costs which should be included in the labour rates table above. The Contractor will not charge the Owner for standby time or additional amounts for overtime use.
- 2.3 It is acknowledged by the Contractor that if any portion of an hour is spent in performing the Work on a force account basis, a pro rata portion of the force account rate shall only be charged.
- 2.4 Tenderers should delete any equipment classifications listed below which are not applicable and add any which are missing.

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

Name of Tenderer

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

SCHEDULE "G"
UNDERTAKING OF SURETY (To be submitted with Form of Tender)

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

a PERFORMANCE BOND in the amount of fifty percent (50%) of the Tender Price shown on the Form of Tender and drawn up in accordance with the requirements specified in the Tender Documents; and

a LABOUR AND MATERIAL PAYMENT BOND in the amount of fifty percent (50%) of the 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 _____ 2009

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

Name of Surety Company (C/S)

Authorized Signatory

Print Name and Title

Name of Tenderer

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

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

To: City of Vancouver

RE: NELSON PUMP STATION UPGRADING - PS09039

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 five million dollars (\$5,000,000) Commercial General Liability Insurance with a deductible of not greater than five thousand dollars (\$5000) 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 sixty (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 any equipment or property with All Risk Property Insurance as outlined in the Tender Documents and agree to:

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 sixty (60) days written notice of cancellation delivered to the City of Vancouver's Project Manager; and

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NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
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- 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,
- (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;
 - 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 sixty (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,
- (4) Insure the Contractor in the amount of five million dollars (\$5,000,000), or such higher amount as the City may require from time to time, for motor vehicle liability insurance covering all vehicles owned, leased or operated by the Contractor in connection with the Contract including Third Party Legal Liability Insurance.

if the Contract is awarded to:

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of
2009

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.

Name of Tenderer

FT - 21

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**



**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

Dated _____

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

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART C - FORM OF TENDER**

**SCHEDULE "I"
TENDERER'S CHECKLIST**

Before submitting your Tender, check the following points:

- a) Has your Tender been signed, sealed, and witnessed?
- b) Have all pages of the Tender been initialed?
- c) Have you enclosed your Bid Bond?
- d) Have you enclosed the Undertaking of Surety and Liability, signed and sealed by your proposed Surety?
- e) Have you completed and provided all documentation required in all Schedules in the Form of Tender?
- f) Have you completed the blanks in the Form of Tender to signify that all addenda issued have been taken into account in the preparation of the Tender?
- g) Have you shown the time for completion of the Work in the Form of Tender?
- h) Have you listed your Subcontractors?
- i) Have you listed your experience in similar work and provided contact information for references?
- j) Are the documents complete?
- k) Have you completed Paragraph 7 of the Form of Tender regarding labour?
- l) Have you reviewed the Insurance requirements in GC. 53 with your insurer and submitted a completed Certificate of Existing Insurance - Schedule G?
- m) Have you signed and attached all addenda/amendments if any, that have been posted in conjunction with this Tender?

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

Name of Tenderer

FT - 25

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART D - FORM OF AGREEMENT**

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

BETWEEN:

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

(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND:

[NTD: Insert Successful Tenderer's Name, Address]

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS:

- (A) The Owner has appointed Chris Baber, P.Eng. (hereinafter referred to as the "Engineer" for the purposes of this Contract) to act as its sole and exclusive agent for purposes of managing and administering the performance of the Work by the Contractor in accordance with the Specifications, Drawings and other Contract Documents.
- (B) The Contractor has agreed with the Owner to perform the Work and to furnish all plant, tools, equipment, labour, Products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE I - ROLE OF THE ENGINEER

The Owner hereby designates and appoints the Engineer as its sole and exclusive agent for the purpose of managing and administering for the Owner under the Contract as set out in the Contract Documents. Unless otherwise notified in writing by the Owner to the Contractor, the agency of the Engineer shall continue for the entire duration of this Contract including the period of any guarantees or warranties given by or through the Contractor. In the event of the revocation in writing of the agency of the Engineer by the Owner, the Engineer shall have no further authority under this Contract, except as may be specifically designated in writing by the Owner and agreed to in writing by the Engineer, and all references to the Engineer in this Contract shall thereafter be deemed to be a reference to the Owner or to such other person designated in writing to the Contractor. The Engineer may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the Owner in respect of which the Engineer has been designated and appointed its sole and exclusive agent.

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PART D - FORM OF AGREEMENT**

ARTICLE II - WORK TO BE DONE

The Contractor and the Owner hereby agree that the Products to be furnished and the Work to be done by the Contractor are to:

Furnish all materials, equipment, Products, labour and services, and supervision necessary for the Work. Any materials, equipment, products, labour and services, and supervision performed by the Engineer or the Engineer's representative with regard to the work required in these Contract Documents shall be in accordance with the requirements of the Contract Documents.

All of the Work shall be done, performed or furnished by the Contractor in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents.

ARTICLE III - CONTRACT DOCUMENTS

The following is a list of the constituents of the Contract Documents referred to in this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents. Terms used in the Contract Documents which are defined in GC.1. - DEFINITIONS shall have the meaning designated in those definitions.

Form of Agreement

Invitation to Tender

Instructions to Tenderers

Form of Tender, including:

Schedules A, B, C, D (but only to the extent expressly stated therein), E, F, G, H and I

General Conditions

Supplementary General Conditions

Appendices, including:

Prime Contractor Agreement Form

Owner Supplied Equipment

Certificate of Insurance

Performance Bond

Labour and Material Payment Bond

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PART D - FORM OF AGREEMENT**

Specifications and Drawings

Specifications

Section 00010	Table of Contents - Technical Specifications
Section 01010	Summary of the Work
Section 01040	Coordination
Section 01060	Safety Regulations and Requirements
Section 01130	Special Project Procedures
Section 01150	Owner Supplied Equipment
Section 01160	Measurement and Payment
Section 01300	Submittals
Section 01310	Construction Schedule
Section 01400	Quality Control
Section 01740	Operation and Maintenance Manuals
Section 05500	Metals
Section 09900	Painting
Section 15452	Pumps and Pump Station Piping and Related Equipment
Section 16010	Electrical General Provisions
Section 16111	Conduits, Conduit Fastenings and Conduit Fittings
Section 16900	Controls and Instrumentation
Section 16921	Variable Frequency Drives

Design Drawings (Bound Separately)

Drawing No.	Title
	CIVIL/MECHANICAL (NEW OMNI DRAWINGS FOR JOCKEY PUMP)
162178-P-221	Key Plan and Drawing List
162178-P-222	General Arrangement Plan and Sections - Sheet 1
162178-P-223	General Arrangement Plan and Sections - Sheet 2
162178-P-224	General Arrangement Plan and Sections - Sheet 3
162178-P-225	General Arrangement and Sections - Sheet 4
162178-P-226	Bill of Materials and Details - Sheet 1
	ELECTRICAL (NEW OMNI DRAWINGS FOR JOCKEY PUMP)
162178-E-900	Electrical block Diagrams
162178-E-901	Jockey Pump Schematic Diagrams
162178-E-902	Electrical Slave PLC I/O Layout
162178-E-903	I/O Connection Diagram
	ELECTRICAL (MARKED UP SELECT STANTEC DRAWINGS)
11560307-E-03	Pump Station Schematic Diagrams Sheet 1 of 2
11560307-E-12	Ground Fault Detector Wiring Diagram
	ELECTRICAL (MARKED UP SELECT AECOM DRAWINGS FOR MIXERS)
103187-E-01	Control Panel General Arrangement
103187-E-02	PLC Layout and Details
103187-E-04	Electrical Connection Diagrams Line 3
103187-E-06	Electrical Pump Station PLC-1 I/O Connection Drawings

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Drawing No.	Title
103187-E-07	Electrical PLC-1 I/O Connection Diagram
103187-E-08	Electrical PLC-1 I/O Connection Diagrams
103187-E-10	Electrical PLC-2 I/O Connection Diagrams
103187-E-11	Electrical Connection Diagram
103187-E-100	Electrical Starter Details - Mixers
103187-E-101	Electrical Schematic Diagrams - Mixers
103187-E-102	Electrical Site Layout Drawing

Reference Drawings for Nelson Pump Station

Drawing No.	Title
	CIVIL/MECHANICAL NELSON PUMP STATION (ORIGINAL RECORD DRAWINGS)
PA-30	Substructure Site Plan
PA-31	Superstructure Site Plan
PA-31	Floor Plan Schedules
PA-30	Substructure - Piping - Conduit Plan
PA-30	Substructure - Sections - Conduit Sections
PA-30	Substructure - Sections - Details
PA-30	Substructure - Construction Standards II
PA-30	Substructure - Construction Standards
PA-30	Substructure - Sections - Various Elevations
PA-30	Substructure - Floor Plans - Details
PA-31	Superstructure - Construction Standards I
PA-31	Superstructure - Construction Standards II
PA-31	Superstructure - Floor Plans - Details
PA-31	Superstructure - Mechanical Details
PA-31	Superstructure - Mechanical Plan - Details
PA-31	Superstructure - Plan - Details
PA-31	Superstructure - Pump Anchorage - Details
PA-31	Superstructure - Roof Framing - Details
PA-31	Superstructure - Roof Plan - Details
PA-31	Superstructure - Sections - Details
PA-31	Superstructure - Sections - Thrust Block Details
PA-31	Baffle Installation
PA-31	Building Installation
PA-31	Building Elevations
PA-31	Genset Exhaust Pipe Relocation II
PA-31	Genset Exhaust Pipe Relocation III
PA-31	Grating Modifications
PA-31	Revised Water Piping

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Drawing No.	Title
PA-31	Roof Opening
PA-31	Stationary Genset
PB-60	Forcemain Air Release Piping
PB-58	Bubbler System - Piping Details
PD-21	Wet Well Walkway
PD-22	Trough Outlet Covers
PE-43	Portable Handrailing

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

ARTICLE IV - SCHEDULE OF WORK

- (a) The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work in accordance with the construction schedules as required by the Contract Documents and will complete the Work by **September 11, 2009** (the "Contract Time") subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- (b) Time shall be of the essence in this Contract.

ARTICLE V - PAYMENT

- (a) Amount to be Paid:

The Owner agrees, subject to additions and deductions for variation in the Work and to quantities utilized as may be agreed upon in writing, and to the provisions of this Agreement, to pay to the Contractor, the sum of \$ _____ (the "Contract Amount"), including all Taxes and Fees, in Canadian funds for the performance of the Work under this Contract.

- (b) Application for Payment

- (i) During progress of the Work, the Contractor may make application to the Engineer for payment, in the form approved by the Engineer, on or before the last day of every month for Work done to the date of the application, provided that the Engineer may at any time require as a condition of payment the submission of documentation set out in GC.60.
- (ii) On Substantial Performance being certified in accordance with the procedures set out in paragraph (b) of GC.60 and the value of the certified deficiencies being agreed upon, the Contractor may make application to the Engineer for the balance of all monies then owing under this Contract to the Contractor, submitting also such documentation as is required by GC.60.

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- (iii) On correction and completion of all deficient work listed on the Certificate of Substantial Performance, the Contractor shall submit his application to the Engineer for final payment, accompanied by the documentation required by GC.60.

(c) Payment

The payment for any Work under this Contract which shall be made to the Contractor by the Owner shall not be construed as an acceptance of any Work as being in accordance with the Contract Documents. The issuance of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims except those previously made in writing and still unsettled, if any, and specified by the Contractor in its application for final payment pursuant to Article V(b) (iii) above.

Payments to the Contractor will be made by the Owner as follows:

- (i) On or before the fifth day of the month following the Contractor's application for payment, the Engineer will adjust, if necessary, and certify the Contractor's progress estimate. Where the Engineer makes any changes to the amount submitted by the Contractor for payment, the Contractor shall be notified in writing within five (5) Working Days and shall be given the opportunity to defend the Contractor's application without delay.
- (ii) Within thirty (30) calendar days of the date the Owner receives any Engineer certified application for payment the Owner will make payment to the Contractor up to the value of the completed Work as certified by the Engineer less a *Builders Lien Act* holdback amount equal to ten percent (10%) of such certified value and less the aggregate of any previous payments all in accordance with the Contract and with the *Builders Lien Act*.
- (iii) The Owner will, in addition to other holdbacks as provided by the Contract Documents, be entitled to deduct and retain from payments otherwise due to the Contractor, a Maintenance Security holdback in the amount of five percent of the Contract Amount to cover the cost of corrections to the Work that may be required under General Condition 51. The balance of the Maintenance Security not required under GC.51., and the remaining at the end of the warranty period, shall be paid without interest to the Contractor.

The Contractor may substitute a letter of credit, in the amount of the Maintenance Security, in a form and from a financial institution acceptable to the Owner, for the Maintenance Security holdback.

- (iv) Where the Engineer has issued a certificate of completion in respect of a subcontract to which the Contractor was a party, and where fifty-five (55) calendar days have elapsed since the issuance of the certificate without any claims of builders lien being filed which arose under the subcontract, the Owner will release to the Contractor the *Builders Lien Act* holdback amount retained for such subcontract work.
- (v) After fifty-five (55) calendar days have elapsed from the date of the Certificate of Substantial Performance issued in accordance with GC.60 and upon the Engineer's satisfaction that no encumbrance, lawful claim or lien exists, the Owner will, within a further ten (10) calendar days, make payment to the Contractor of all monies due under this Contract at the date of Substantial Performance, including the release of all remaining

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Builders Lien Act holdback amounts, but retaining at least twice the estimated value of the certified deficiencies.

(vi) Upon the issuance of the Certificate of Total Performance, the Owner will make a final payment of all monies owing to the Contractor under the Contract, except any Maintenance Security holdback in accordance with (iii) above.

(d) Interest on Overdue Payments

Where payment is not made in accordance with the payment provisions contained in paragraph (c) above, the overdue amount shall bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest shall be calculated from and after the date upon which such payment was due and shall accrue until the date that payment of the overdue amount together with interest is made. This interest obligation on the Owner shall constitute the sole remedy of the Contractor for late payment.

ARTICLE VI - DELAYS

This article to be deleted. No liquidated damages.

(a) Liquidated Damages for Late Completion

If the Contractor fails to complete the Work by the Contract Time as set out in Article IV above, as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work:

(i) as a genuine pre-estimate of the Owner's increased costs for delay of sequential construction tasks, an amount of one thousand dollars (\$1000.00) per day or pro rata portion for each calendar day that completion of the Work is achieved after the Contract Time; plus

(ii) all direct out-of-pocket costs such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay.

(b) If monies owing to the Contractor are less than the total amount of liquidated damages owed by the Contractor to the Owner under (a) above then any shortfall shall be immediately, upon written notice from the Owner, be due and payable by the Contractor to the Owner.

ARTICLE VII - NOTICES

Unless otherwise specifically provided in the Contract Documents, all notices, instructions, orders or other communications in writing shall be conclusively deemed to have been given to the Contractor if delivered to the Contractor personally (or in the case of a company, to any of its officers or directors personally), or to the Contractor's superintendent or foreman, or delivered by mail to the Contractor at the business address of the Contractor set forth below:

Contractor:

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PART D - FORM OF AGREEMENT**

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

Owner:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: Chris Baber, P.Eng.

Either of the said addresses may be changed from time to time by written notice to the other party.

Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second Working Day following the mailing thereof, unless there is a postal service strike.

[INTENTIONALLY BLANK]

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NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART D - FORM OF AGREEMENT**

ARTICLE VIII - SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the respective parties hereto.

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

CITY OF VANCOUVER

BY: _____

C/S

Print Name & Title

Refer to Council Minutes of _____, 2009.

CONTRACTOR'S NAME IN FULL

BY: _____

C/S

Print Name & Title

**INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
GENERAL CONDITIONS**

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GC.1. DEFINITIONS

Where used in the Form of Agreement, Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), Bonds, General Conditions, Supplementary General Conditions, Specifications and Drawings, or Addenda (if any), or any other documents forming part of the Contract Documents:

- a) **"Certificate of Substantial Performance"** means, subject always to Article V(c) of the Form of Agreement and to the warranty under GC.51, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved. Under no circumstances will issuance of the Certificate of Substantial Performance be deemed to mean that the Owner has accepted the Work as being in compliance with the Contract Documents;
- b) **"Certificate of Total Performance"** means subject always to Article V(c) of the Form of Agreement and to the warranty under GC.51, a certificate issued by the Engineer accepting the Contractor's certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents;
- c) **"City" or "Owner"** means the City of Vancouver (unless the context requires a different meaning);
- d) **"Contract Documents"** has the meaning set out in Article III of the Form of Agreement;
- e) **"Contractor"** or a pronoun in place thereof, means the person or persons who have undertaken to carry out the Contract;
- f) **"Drawings"** means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the Work embraced under this Contract;
- g) **"Engineer"** means the Engineer as defined in the Agreement or his delegate, who may be an employee of the City or an independent engineer engaged by the City on its behalf;
- h) **"Notice of Award"** has the meaning set out in paragraph 2 of the Form of Tender;
- i) **"Notice to Proceed"** has the meaning set out in paragraph 3 of the Form of Tender;
- j) **"Other contractors"** means any person, firm or corporation employed by or having a contract with the Owner and/or associated parties otherwise than through the Contractor;
- k) **"Plant"** means every temporary or accessory means necessary or required to carry on or complete the Work and extra work, in the time and manner herein provided including, without limiting the generality of the foregoing, all tools, fixed and moveable machinery, engines, motor vehicles, trucks, compressors, all temporary structures such as workshops, sheds, storehouses, shoring forms, trestles and hoardings and all other appliances, apparatus or equipment of every sort, kind and description whatsoever;

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- l) **"Products"** means material (including but not limited to backfill), machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Contract Documents;
- m) **"Site"** means the place or places where the Work under the Contract is to be carried out, erected, built or constructed;
- n) **"Subcontractor"** means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefor;
- o) **"Surety"** means the company which executes a bond required by the Contract to be furnished to the Owner;
- p) **"Total Performance"** means when all the Work, including all deficiencies but excluding any correction of completed Work that appears during the Warranty period or other on-going warranty or guarantee as provided by the Contract Documents, has been performed as required by the Contract Documents, as certified by the Engineer;
- q) **"WORKSAFEBC OH&S Regulation"** means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;
- r) **"Work"** or **"Works"** means (unless the context requires a different meaning) the whole of the Work as defined in the Form of Tender, including all materials, matters, Products and things required to be done or supplied therefor, and all work(s) mentioned or referred to in the Contract Documents, including all extra or additional work or materials, matters or things which may be ordered by the Owner or the Engineer as herein provided;
- s) **"Working Day"** means any day other than a Saturday, Sunday or "holiday" as defined in the *Interpretation Act* (British Columbia).

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GC.2. INTERPRETATION

In this Contract, the masculine includes the feminine and bodies corporate, and each includes the others. Also, any reference to the singular includes the plural where appropriate.

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

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

On all Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk. Despite the above, in the event of any inconsistency between the Drawings and Specifications or between any other Contract Documents or within any Contract Documents which could be construed as creating an ambiguity in the amount of Work involved, the cost or amount of Product being supplied, the Contract Amount being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

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

GC.3. PERSONAL EXAMINATION

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

The submission of a tender shall be prima facie evidence that the Contractor has made such an examination. The Contractor agrees that the Contractor has satisfied him/herself by the Contractor's own investigation and research regarding all conditions, that the Contractor's

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conclusion to enter into the proposed contract is based upon such investigation and that the Contractor will make no claim against the Owner or the Engineer because any of the estimates, tests or representations of any kind affecting the Work made by any officer or agent of the Owner or the Engineer may prove to be in any respect erroneous. The Contractor assumes the risk of unforeseen conditions and agrees to complete the Work under whatever circumstances that may develop. Any information shown or described in the Drawings, Tables, Specifications or any other Contract Documents as to the soil or material borings or tests of existing material is not guaranteed, and no claim for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

GC.4. CONTRACT AMOUNT

Bids shall include all Federal, Provincial and Municipal fees and other taxes, rates and assessments, and the Contractor agrees that the Owner shall not be liable in any manner therefore and the Contractor agrees to indemnify and save harmless at all times the Owner against all claims which shall be made with respect thereto. All such taxes, rates, assessments and fees shall be paid by the Contractor, but if refundable, shall be refunded to the City and shall be the exclusive property of the City.

The Contractor shall include in the Contract Amount all cash allowances mentioned in the Specifications, if any, which allowances shall be expended in the whole or in part as the Engineer shall direct, the Contract Amount being adjusted in conformity therewith. The Contract Amount includes such sums for expenses and profit on account of such cash allowances as the Contractor requires.

The Contractor must obtain any City of Vancouver, Corporation of Delta, BC Hydro, telecommunications and other permits for the Work. Extra compensation will not be allowed for costs incurred by the Contractor as a result of the failure of the City or the Contractor to secure construction or other permits such that the Contractor can proceed on the Contractor's predetermined schedule.

GC.5. PERFORMANCE BOND

The Contractor, together with a surety company authorized to carry on business in the Province of British Columbia, shall be required to enter into a bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Amount as surety for the due and proper performance of the Contract including warranty. The expense of the bond shall be borne by the Contractor.

GC.6. LABOUR AND MATERIALS PAYMENT BOND

The Contractor, together with a surety company authorized to carry on business in the Province of British Columbia, shall be required to enter into a bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Amount as surety for the due and proper payment for material and labour used in carrying out the Contract. The expense of the bond shall be borne by the Contractor.

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GC.7. WORKERS' COMPENSATION BOARD COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR

- a) **Payment of WorkSafeBC Assessments** - 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 City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worker's Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.

- b) **Designation of Contractor as Prime Contractor** - The City 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 WorkSafeBC OH&S Regulation.

- c) **Prime Contractor's Obligations** - Without in any way limiting the Contractor's obligations under the WorkSafeBC 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 Site;
 - 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 WorkSafeBC OH&S Regulation; and
 - iii) within five (5) Working Days of the City delivering the Contract Documents to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached.

- d) **General WorkSafeBC Obligations** - 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 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, material suppliers and others engaged in the performance of this Contract.

- e) **Notice of Project** - 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 WorkSafeBC OH&S Regulation;
 - ii) post the Notice of Project at the Site; and

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- iii) will provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.

- f) **Initial Proof of WorkSafeBC Registration/Good Standing** - Within five (5) Working Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Subcontractor's Workers' Compensation Board registration numbers.

- g) **Subsequent Proof of WorkSafeBC Registration/Good Standing** - Within five (5) Working Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with 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.

- h) **Pre-Contract Hazard Assessment** - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OH&S Regulation (Section 119 of the WCA) as an "owner of a workplace". Despite the City'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 City's obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) Working Days of the City 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 Engineer prior to the City being obligated to issue the Notice to Proceed.

- i) **Special Indemnity Against WorkSafeBC Non-Compliance** - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - 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 WorkSafeBC OH&S Regulation or other failure to observe safety rules, regulations and practices of Workers' Compensation Board,

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including any and all fines and penalties levied by the Workers' Compensation Board; or

iii) any breach of the Contractor's obligations under this General Condition.

j) **Prime Contractor Agreement Form** - The Contractor must complete and sign and deliver the Prime Contractor Agreement in the form set out in Appendix A prior to commencing work on the Site.

GC.8. LABOUR

The Contractor agrees to employ appropriate tradesmen on the Work. Where the tradesmen are covered by collective agreements, the Contractor shall abide by the wages and conditions of such collective agreements covering such tradesmen. Notwithstanding the foregoing, the Contractor shall pay or cause to be paid to every person employed on the Work not less than the wages or remuneration generally accepted as current at the time.

The Contractor shall endeavour to avoid labour problems and minimize work stoppages, jurisdictional or other labour disputes on the Site.

GC.9. COMMENCEMENT AND COMPLETION OF THE WORK

The Contractor shall not commence the Work or procure any material therefor until it has received the Notice to Proceed from the Owner. Forthwith after the receipt of the Notice to Proceed, the Contractor shall at once begin and continuously carry on to completion (subject as herein provided) and shall complete and give full possession thereof on or before the date specified by the Contractor in her tender, unless a longer period shall be allowed in writing by the Engineer in which case it shall be carried on to completion and possession given to the Owner within the additional time so allowed. No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any Work or material, or as a waiver of any condition herein. The whole Work and every portion and detail thereof shall, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular aspect; all surplus and refuse material and rubbish removed from the vicinity of the Work; the premises left in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sodding, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to her work, made good; all wages paid, and every other requirement of the Contract complied with. In case of the Contractor's failure to finish the Work properly and fully, and as required, or in case of the Work or any part thereof being taken out of her hands, as provided in these General Conditions, the Owner may proceed to finish the Work for the Contractor as her agent in this respect and at the Contractor's expense or proceed as provided in GC.62.

Before the completed Work is accepted and paid for, the Contractor shall notify the Engineer in writing that it is ready for final inspection. Upon receipt of the notifications, the Engineer will arrange to give the entire Work a minute and thorough inspection, either in person or through a competent representative.

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Any defects or omissions noted during this inspection must be made good by the Contractor without extra charge before the Work will be accepted.

When the defects or omissions, if any, have been made good to the satisfaction of the Engineer, the Engineer will communicate the Engineer's acceptance of the Work, to the Owner, subject always to Article V - Form of Agreement and to the Contractor's warranty obligations.

GC.10. DELAY IN PROGRESS OF THE WORK

a) Delays

- i) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the Owner, or the Engineer, or anyone employed or engaged by them, contrary to the provisions of the Contract Documents, then the time fixed herein for completion shall be extended for such reasonable time as the Engineer may decide.
- ii) If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by a court or other public authority and provided that such Stop Work Order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by him directly or indirectly, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide.
- iii) If the Contractor is delayed in the performance of the Work by labour strikes, fire, or by 'unforeseeable causes beyond the Contractor's control, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay.
- iv) The Engineer may, from time to time and for such period as the Engineer may deem expedient, suspend in whole or in part, the performance of the Work under the Contract, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- v) No extension shall be made for delay unless written notice of claim is given to the Engineer not later than seven (7) calendar days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- vi) In the event that the Work is delayed or suspended in accordance with:

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1. paragraphs (a)(i) or (iv) of this GC.10, the Contractor shall not be entitled to make any claim by reason of such delay or suspension for any losses, costs of damages except and unless, within seven (7) calendar days of the occurrence of such delay or suspension the Contractor shall give notice in writing to the Engineer of the basis of her claim. Such claim shall be limited to such unavoidable direct costs (excluding all charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the Engineer. In the case of a delay as described in paragraph (a)(i) or a suspension pursuant to paragraph (a)(iv), a sum equal to five percent (5%) of such approved, unavoidable direct costs (in lieu of all profit) shall also be allowed. Despite any other term of this Contract, in no event will the City's liability for any delay claim (whether under this GC.10 or otherwise, at law or in equity, in contract or in tort) exceed the lesser of five hundred dollars (\$500.00) for each Working Day of delay or two percent (2%) of the Contract Amount. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the Engineer for verification on a weekly basis as incurred, failing which, they shall not be considered nor payable by the City. Authorization for any payment of the claim shall only be given by written Work Order, duly signed and issued by the Engineer; and
 2. paragraphs (a)(ii) or (a)(iii), the Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay and despite any other term of this Contract, the City will incur no liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.
- b) Non-Avoidance
- No delay or suspension described in this GC.10 shall vitiate or avoid the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the City elects to the contrary.
- c) Resumption of Work
- At the end of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the Engineer requiring the resumption of work, the Contractor shall at once resume the performance of the Work and diligently carry on the same under the direction of the Engineer.
- d) Continuance of Work After Time Fixed for Completion
- The Contractor shall not construe any direct or inferred permission to continue work after expiry of time for completion of the Work, as stipulated in the Contract or as amended by the order of the Engineer, as a waiver of damages for non-compliance with the requirement for the completion of the Work by or within such time. The Engineer may withhold such amounts from amounts otherwise due to the Contractor as the Engineer deems necessary to satisfy claims by the Engineer, the City, or by other

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contractors caused by such non-compliance with the requirement for the completion of the Work by or within such time.

GC.11. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep in its field office and available to the Engineer a complete set of the Specifications and Drawings, and of any further drawings which may from time to time be supplied or approved by the Engineer. The Contractor shall be supplied with five (5) sets of Specifications.

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

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

The Drawings forming part of the Contract are intended to show the position and extent of the works, the general features of the design and construction, and the dimensions and proportions of all principal parts, but neither they nor the Specifications are guaranteed to show or describe every part or detail of the Work; anything omitted from the Drawings and Specifications, which may fairly be considered to be necessary for the proper execution and completion of the Work, shall be deemed to be included in the Contract.

Anything whatever which may be imperfectly specified or imperfectly shown on the Drawings, must be taken, considered and done as if it were perfectly shown and perfectly specified.

All dimensions on the Drawings, except as noted thereon, are shown in metric units.

The Engineer may from time to time issue further drawings or revised drawings as the Engineer deems necessary and such drawings shall be deemed to form part of the Contract. All sets of Drawings and Specifications shall be kept up to date at all times utilizing the Engineer's revised drawings and other documents issued to the Contractor.

All Drawings, Specifications, model and copies thereof furnished by the Engineer are and shall remain the Engineer's property. Such documents and models are to be used only with respect to the Work, are not to be copied or revised in any manner without the written authorization of the Engineer and are to be returned to the Engineer on request at the completion of the Work.

GC.12. SHOP DRAWINGS

- a) The Contractor shall submit, with such promptness so as to cause no delay in his work, or that of any other contractor, one (1) sepia and one (1) copy of all shop or setting drawings and schedules required for the Work of the Contractor, and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, and file with him one (1) sepia and one (1) copy.

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- b) The Engineer's review of shop drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve the Contractor from the responsibility for errors of any sort in shop drawings or schedules.

GC.13. RECORD PLANS

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

GC.14. ENGINEER SOLE JUDGE - Intentionally Omitted

GC.15. ENGINEER'S ABSENCE

In the absence of the Engineer, any of the Engineer's assistants whom the Engineer may designate to supervise the Work, shall have (subject to the instructions of the Engineer) full power to decide as to the manner of conducting and executing the Work in every particular aspect, and the Contractor shall follow the instructions or orders of the person so designated.

GC.16. ACCESS AND ASSISTANCE

The Contractor shall furnish the Engineer and any of the Engineer's assistants at all times with convenient means of access to all parts of the Work, and also with all required assistance, to facilitate thorough examination of the same, and inspection, culling or removal of doubtful or defective material or Products and for any other purpose required in connection with the Work, or in the discharge of their respective duties, for which service no additional allowance will be made.

GC.17. NOTICES TO CONTRACTOR

During the continuance of the Work, the Contractor shall maintain an office within the Vancouver Landfill Site equipped with a telephone and shall have in this office on all Working Days between 7:30 a.m. and 6:00 p.m., an official of the Contractor.

Before commencement of construction, the Contractor shall provide the Engineer with a list of at least three persons who have authority to act on behalf of the Contractor in times of emergency. At least one on the list shall be available at all times beyond the normal working hours of the City (7:30 a.m. to 5:00 p.m., on all Working Days).

The Contractor shall within five (5) days after receipt of notification of acceptance of the tender advise the Engineer in writing of one local address at which the Contractor can receive correspondence from the Engineer or the Owner.

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or to any of the Contractor's clerks or agents, or if mailed or sent to the Contractor at the address given in the tender for the Work, or to the

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Contractor's place of business, or to the place where the Work is to be or is being carried on, or if mailed to or left at the Contractor's last known address; and any papers so mailed, left, sent or addressed shall be considered to be and to have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special or other repairs, or of any Work of any nature required to be done under any of the provisions of the Contract, or of any other matter, it shall not be obligatory upon the Engineer to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof, or the precise spot or spots where the Work, material or products may be defective or faulty, or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms and sufficiently clear, in the Engineer's opinion, to indicate where the defects or trouble exists, shall be deemed to be and shall be ample notice.

GC.18. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

The Contractor shall keep on the Site, during the progress of the Work, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in the Contractor's absence and directions on minor matters given to the superintendent shall be held to be given to the Contractor. Important decisions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work, using his best skill and attention.

Should any person employed on the Site, or in connection therewith, give any just cause for complaint, the Engineer may require that such person be replaced forthwith, and such person shall not be again employed by the Contractor on the Site without the consent, in writing, of the Engineer.

GC.19. INSPECTION OF WORK

The Engineer may appoint inspectors or surveyors to inspect all materials used, Products made and all work done. Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of the Products to be used whether on Site or elsewhere. Inspectors and surveyors are not authorized to revoke, alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.

GC.20. WEEKLY REPORT

During active construction, the Engineer will prepare a weekly progress and issues report. A copy of the report will be provided to the Contractor and the Engineer will review the report and any issues with the Contractor. The Contractor will be required to read and sign each report. In case of differences of opinion between the Engineer and the Contractor regarding the particulars stated in the weekly report, the Contractor shall, within seven (7) days, give notice in writing to the Engineer, expounding such difference.

GC.21. WEEKLY MEETINGS

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The Contractor shall meet weekly with the Engineer on the Site to discuss work done in the previous week, and work proposed to be done in the week just starting, and as requested by the Engineer during the course of the Work.

GC.22. CONSTRUCTION SCHEDULE

Before beginning work, the Contractor shall furnish the Engineer with a complete construction schedule showing the Contractor's proposed program of operations. This schedule shall indicate the various subdivisions of the Work and the dates of commencing and finishing of each. The construction schedule shall be completed using Microsoft Project or other scheduling software as approved by the Engineer.

The form of the schedule must be approved by the Engineer. On the last day of each calendar month, a copy of the schedule shall be submitted to the Engineer with particulars indicating the percentage completed of each division of the Work to that date.

The Contractor shall immediately advise the Engineer of any proposed changes in the submitted construction program. If, in the opinion of the Engineer, the construction program as submitted is inadequate to ensure the completion of the Work within the time limited therefor, or is otherwise not in accordance with the Tender, or if the Work is not being adequately or properly prosecuted in any respect, the Engineer, without derogating from the Owner's rights under the Contract, shall have the right to require the Contractor to submit a new construction schedule providing for proper and timely completion of the Work, and the Contractor shall be entitled to no claim for extension of time on account of such requirement.

GC.23. MAINTENANCE OF SCHEDULE

a) Work Delayed by the Contractor

The Contractor shall at all times provide a sufficient number of skilled personnel to maintain the progress of the Work and compliance with the master schedule, and if in the opinion of the Engineer the Contractor delays the progress of the works of other contractors then the Contractor shall be responsible for all loss and damage, including, without limitation, that of other contractors for stand-by and/or delay occasioned thereby.

If, in the opinion of the Engineer, the Contractor delays or is about to delay the Work or the progress of any portion of the Work as shown by the master schedule, then upon the written notification by the Engineer, the Contractor shall use such additional overtime work or shifts as may be necessary to catch up and/or maintain the general progress of the master schedule and the cost and expenses incurred by use of said overtime work or shift shall be borne entirely by the Contractor.

b) Work Accelerated by the Engineer

Should the Engineer be required to expedite the final completion of the Work or the works of other contractors, then, provided the Contractor is not in default in any of the

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provisions of the Contract affecting the master schedule, the Engineer may order the Contractor to work additional shifts for which the Owner will pay:

- i) the substantiated extra premium wage incurred by such shift work;
- ii) the approved additional wages of supervision; and
- iii) an agreed percentage addition for profit for accelerated work.

Such instructions to the Contractor will only be valid when given in writing by the Engineer. The Contractor shall be responsible for having time sheets covering all such shift work checked and approved daily by the Engineer and claims for reimbursement of the extra wages will only be accepted when properly supported by such signed time sheets.

c) Work Out-of-Sequence

The Contractor shall at no additional cost perform his Work as to operation or location out-of-sequence as and when directed by the Engineer.

d) Execution of Other Works or Contracts

The Contractor shall afford all facilities for the execution of any other works which may be undertaken by the Owner or by such parties as may be employed by them, so that such works may be properly and conveniently completed, and the Engineer shall have full authority to make and enforce such regulations as the Engineer may deem necessary for the conduct of the works; and the Contractor shall proceed in such manner and with and complete in such order such portions of the Work as the Engineer may require, and the Engineer shall be the sole judge as to what facilities are due and proper, and can be afforded without any undue interference with the execution of the Contract.

The Contractor shall at all times give free access and every reasonable facility to the employees of the Owner and to other contractors, to such portion of the works and adjoining land as may be necessary to enable them to execute and maintain works of any description; such accommodation and access being regulated and directed by the Engineer and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the Contractor against the Owner.

GC.24. EMERGENCIES

The Engineer has the authority in an emergency to stop the progress of the Work whenever in his/her opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of work extra to the Agreement or otherwise, as may in his/her opinion be necessary. The Engineer shall within two (2) Working Days confirm in writing any such instructions.

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GC.25. SUBCONTRACTORS AND SUPPLIERS

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

In every subcontract the Contractor shall specify that the Contractor or agent of the Contractor shall be the person responsible for payment certification under that subcontract for the purposes of the Builders Lien Act (and not the Owner or Engineer).

GC.26. CONTRACTOR'S PLANT AND UTILITIES

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

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

GC.27. PLANT, LABOUR AND MATERIALS

The Contractor at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and plant together with all proper and required facilities for moving and transporting the same, so that the Contract and all Work required to be done under it can and will be carried on in a workmanlike manner, properly, satisfactorily, continuously and expeditiously, to completion, to the Engineer's satisfaction in all respects. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

Should any Plant, equipment, appliance, materials or workmanship which the Engineer may deem to be inferior or unfit for use in or on the works be brought on the ground or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer, and in the case of failure or neglect on the part of the Contractor to remove the same the Engineer may cause the same to be taken away at the Contractor's expense, and deposited, wasted or otherwise disposed of in any locality, place or way the Engineer considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the Owner as provided in GC.58.

GC.28. MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

Material and equipment supplied by the Contractor shall be as specified. If the Contractor wishes to supply and install items other than specified, the Contractor shall apply for and must

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receive written permission from the Engineer before incorporating such items into the Work. Descriptive literature and price schedules covering such alternative items shall be supplied to the Engineer if requested.

The Contractor shall furnish for the approval of the Engineer as the Engineer may reasonably require samples of any material of any kind to be used in the Work and no material shall be used which is in any way inferior to the approved samples; but it is understood that the approval of any material shall not subject the Owner or the Engineer to pay for the same nor prevent the rejection afterwards of any portion thereof which is found in the Engineer's judgement to be unsound or unfit to be used, nor shall such approval be considered as any waiver of objection to the Work at any subsequent period on account of the unsoundness or imperfection of the materials used.

GC.29. MATERIAL IN IMPERIAL UNITS

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

GC.30. SUPPLY OF MATERIALS BY THE CITY

The Contractor's responsibility for materials supplied by the City shall begin upon the Contractor's acceptance at the points of supply to the Site. All such materials shall be examined and the Contractor shall advise the Engineer in writing of any defective or damaged material. Any material supplied by the City which is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

Any material supplied by the City that is not required for the Work shall remain the property of the City. Such material shall be neatly stored at the point of original supply.

GC.31. TEMPORARY STRUCTURES

Temporary structures erected by the Contractor shall remain the Contractor's property and be removed from the site on completion of the Work.

The Contractor shall be responsible for the design, adequacy, safety and efficiency of all falsework, temporary structures and construction processes required in connection with the completion of the Contract. All such designs and plans shall be prepared and sealed by a Professional Engineer licensed to practice in British Columbia and submitted to the Engineer for review and comment, but such review shall not relieve the Contractor of any responsibility. The Contractor shall make good at the Contractor's expense immediately all defects arising from the Contractor's faulty design, equipment or application thereof.

GC.32. WORK AREAS AND CONTRACT LIMITS

The Contractor shall, as far as is practicable, confine operations to the Engineer's specified area within the Site. Any land or property outside Site boundaries which the Contractor requires during construction shall be acquired by the Contractor at the Contractor's own

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expense, and the Contractor shall make his/her own arrangements for the use of such land or property and for the compensation of its owners.

Work to be performed by the Contractor outside the Contract Work limits includes:

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

GC.33. OFFICE FACILITIES FOR THE ENGINEER - Intentionally Omitted

GC.34. STORAGE AREAS

Working and storage areas will be allocated by the Engineer for use by the Contractor. The Contractor shall be responsible for the maintenance and clean-up of the allotted areas.

GC.35. HOURS OF WORK

The Contractor must comply at all times with all applicable requirements of Delta's Noise By-law.

The Contractor shall keep the Engineer advised on the proposed hours of work so that inspection can be co-ordinated. Work without inspection shall not be permitted.

The Owner's forces work between the hours of 7:30 a.m. and 6:00 p.m. on all Working Days. The Contractor shall not expect any work to be performed by the Owner's crews outside these hours except by special arrangement agreed to by the Engineer or in case of emergency.

GC.36. TRAFFIC CONTROL

For all works on or near travelled portions of the public road or of the Site, all traffic control shall be provided by the Contractor, at the Contractor's expense, except where otherwise specifically provided for in this Contract. The Contractor shall adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition).

The Contractor shall also provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flagpersons, watchpersons and lights as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the Engineer's opinion) keep any roadway open for the use of the public, or for some restricted use specified by the Engineer, for such width as the Engineer may direct.

At the request of the Engineer, the Contractor shall submit a traffic management plan for the Engineer's approval prior to commencing work or at any other time within two (2) Working Days of such request.

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The Contractor shall, from the date of commencement to the date of completion of the Work, assume responsibility for the barricading and signing of hazards resulting from such works as utility trenches, out-of-grade utility-access covers, or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above mentioned date of commencement.

Unless ordered otherwise by the Engineer, the Contractor shall inspect the barricades and warning signs of unattended construction Sites at least once per day.

When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the Engineer shall have the right to order additional lights at the Contractor's expense if, in the Engineer's opinion, they are or may be required.

Licence numbers of vehicles legally parked at the time of placement of signs shall be recorded by the Contractor and made available for the Engineer. If these vehicles are still parked when work commences, the Engineer shall be contacted by the Contractor for further instructions.

For the information of the Contractor, the Engineer is the only designated authority approved to call tow trucks. Providing the signing is adequate and the Contractor has contacted the Engineer, the City of Vancouver will pay the costs of towing. Owners of vehicles unlawfully parked will be charged with costs of towing and other costs.

GC.37. PUBLIC CONVENIENCE

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

GC.38. ACCESS TO EXISTING STRUCTURES

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

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

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

GC.39. PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all the Contractor's Work from damage and shall protect the Owner's property from all injury arising in connection with the Contract. The Contractor shall make good any such damage or injury. The Contractor shall protect adequately adjacent property as required by law and the Contract.

GC.40. FIRE, SECURITY AND SAFETY REGULATIONS

a) Fire and Security

The Contractor shall comply and the Contractor shall enforce compliance by all his agents, employees, Subcontractors and suppliers with any and all fire regulations which have been or may be established from time to time by the Engineer and anybody having jurisdiction over such matters.

All security regulations which have or may be promulgated by the Engineer or other authorized representatives of the Owner shall be complied with. Watchmen for the buildings and grounds may be provided by the Owner at the Owner's discretion. However, neither the Owner nor the Engineer will be responsible for any loss or damage to the property of the Contractor whether or not watchmen are provided by the Engineer. The Contractor will furnish such security as the Contractor feels necessary for the protection of the Contractor's equipment and Products stored or used on Site.

b) Loss Control

The Contractor will provide a Loss Control Program, satisfactory to the Owner to meet Workers' Compensation Board and other requirements.

c) Safety

When required by Workers' Compensation Board Regulations, first aid facilities, including an attendant, shall be provided on the Site at all times during working hours by the Contractor. Such facilities will be completely equipped in accordance with the requirements of the Workers' Compensation Board.

The Contractor shall be fully responsible for taking all necessary precautions for the safety of the Contractor's workers on the Site or of complying with all applicable safety laws and regulations, particularly those regulations pursuant to the Workers' Compensation Act to prevent accidents or injury to persons on, about or adjacent to the Site.

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The Contractor shall provide all safeguards required directly for or as a result of the Work as referred to in GC.39 - Protection of Work and Property and in the scope of work described in the Contract Documents.

GC.41. OVERLOADING

No part of the Site shall be loaded with a load greater than it is calculated to bear safely. Should any damage or accident occur through the violation of this requirement, the Owner will hold the Contractor solely answerable and liable.

GC.42. DRAINAGE

The Contractor shall keep all portions of the Work well, properly and efficiently drained until completion, and the Contractor will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the Work, or which any of the Contractor's operations may cause to flow elsewhere.

GC.43. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and at the completion of the Work, it shall remove all its rubbish from and about the site and all its tools, scaffolding and surplus materials, and shall leave the Site "broom clean" or the equivalent, unless more exactly specified. In case of dispute, the Engineer may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

GC.44. SAFEGUARDING EXISTING PROPERTY

Existing property, buildings, fences or other improvements of any kind shall be protected by the Contractor during the life of the Contract. The Contractor shall make good to the satisfaction of the Engineer any damage done to the existing property, buildings, fences or other improvements. This applies to areas of private property incorporated in the Work area.

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

GC.45. EXISTING UTILITIES

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

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

Existing utilities are shown on the Drawings. 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 shall prove its locations by obtaining relevant plans and uncovering the utilities on Site at no extra cost to the Owner.

The Contractor shall provide adequate barricades and lighting around and adjacent to any open excavation or potentially dangerous location or other locations designated by the Engineer.

The Contractor shall at all times ensure that the fire hydrants are not obstructed.

GC.46. DUST CONTROL

The Contractor shall at all times control the generation of dust by its operations by water sprinkling or by other methods approved by the Engineer.

GC.47. ALTERATIONS, EXTRAS, DEDUCTIONS & CLAIMS

The Owner without invalidating the Contract shall have the right to make or order any alterations and changes, such as it may deem advisable, at any time before or during the prosecution of the Work, in any line, grade, Drawings, Specifications or detail thereof, or to increase or decrease the dimensions, quantity of material or work, or to alter the situation or level, or to vary the form or dimensions of any part of the Work, or to vary in any other way the Work; or to order any additional or extra work to be done or additional or extra materials to be furnished; and the Contractor shall, in pursuance of the Engineer's written orders to that effect, proceed with, carry out and execute the Work as directed, and shall supply such additional materials and do such additional or extra work in pursuance of such orders without being entitled to any extension of time for completion, or any additional payment on account thereof, except only as herein provided.

In each and every case where additional or extra work or material of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying, any work or material the Contractor shall notify the Engineer in writing and shall state in its notification clearly and fully what the circumstances are, and the additional sum or compensation it intends to demand therefor, otherwise it shall have no claim in respect thereof. If any work, labour or material is not required to be performed or supplied, then the Owner may deduct from the Contract Amount the value of such work, labour or material not required to be performed or supplied which shall be determined by

- a) using the unit or lump sum prices contained in the Schedule of Quantities and Prices applicable to such work, labour or material, or
- b) if, in the opinion of the Engineer none of the unit or lump sum prices aforesaid apply, then using the hourly rates for work and labour or cost of material set out herein, or
- c) such fixed sum as agreed upon between the Contractor and the Owner.

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All claims of every nature which the Contractor may have in respect of the Contract or Work done thereunder, are to be summarized and submitted by it (in duplicate) to the Engineer within one (1) month of the completion of same, and the Contractor shall make no claim of any nature afterwards; and no claim not then made or not then allowed by the Owner shall be sustainable, and the Owner shall be in no way disentitled to determine any and all questions concerning said claims, and no action or suit shall be commenced by either party to the Contract until after the Final Certificate of Total Performance shall have been signed by the Engineer and then only for the amount appearing thereby to be due to the Contractor.

GC.48. ERRORS BY CONTRACTOR

Changes, errors or mistakes made by the Contractor or the Contractor's Subcontractors, workmen or employees, and all settlements, washouts and defects, shall be rectified by the Contractor at its expense.

GC.49. TESTING OF MATERIALS

Except where otherwise specified, testing of materials will be carried out by the Contractor and paid for by the Contractor.

GC.50. DEFECTIVE WORK

All defective work must be forthwith made good by the Contractor at its own expense to the Engineer's or Owner's satisfaction, as the case may be.

GC.51. WARRANTY

The Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents and maintain the Work against any defects arising from faulty installation, material or workmanship during the period of twelve (12) months from the date of issuance of the Certificate of Substantial Performance and make good in a permanent manner satisfactory to the Owner any defects arising from any of these causes.

Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the Engineer. Should the Contractor fail to make good defects within (3) working days after being notified by the Owner to do so, the Owner at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.58 - *Money Due to Owner*. If the Owner warrants the defects to be dangerous and an emergency situation exists, the Owner, at the Owner's discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.58 - *Money Due to Owner*. The decision of the Owner shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Contract and for the amounts expended thereunder. If in the opinion of the Engineer, it is in the Owner's best interests (taking into account effects on the Owner's overall schedule, the difference in value between the Work as performed and that called for by the Contract Documents, and other relevant factors) not to correct defective Work or Work not provided in the Contract Documents, the Engineer will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time

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by which the obligations should be extended in order to put the Owner in as close a position financially and in terms of the useful life of the Work as would have been the case had the Contractor performed the Work as called for by the Contract Documents. For further certainty, the Engineer may extend the warranty period in appropriate circumstances to a minimum of twice the warranty period originally provided for under the Contract Documents, subject always to the above parameters.

GC.52. CONTRACTOR'S LIABILITY

The Contractor shall be liable for any and all damages, or claims for damages, for injuries or accident to person or property done or caused by the Contractor, the Contractor's Subcontractors or employees, or resulting from the prosecution of the Work or any of its operations, or caused by reason of the existence or location or condition of the Work, or of any materials, Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the Contractor's part, or on the part of the Contractor's Subcontractors or employees, to do or perform any or all of the several acts or things required to be done by the Contractor or them under and by the Contract, and the Contractor covenants and agrees to indemnify and save harmless at all times the Owner against all such damages and claims for damages whatsoever arising out of or in connection therewith, and in the event of any such action being brought by any person against the Owner, either directly or indirectly, or by reason of the execution of the Contract, the Owner may enforce payment by the Contractor of all such loss, costs, damages and expenses as a debt due to them.

In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of the Contract, the Owner may either with or without notice (except where in this Contract notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, equipment, trucks, and men, and do such work or things as it may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of GC.58.

Any such action taken by the Owner under this General Condition as it is herein empowered to take shall not in any way relieve the Contractor or its sureties from any liability under the Contract.

GC.53. INSURANCE BY THE CONTRACTOR

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

1. ALL RISK COURSE OF CONSTRUCTION INSURANCE

(a) Coverage

"All Risks" of physical loss or damage.

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(b) Property Insured

(i) At Site

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

(ii) Transit

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

(iii) Off Site

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

(c) Insured

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

(d) Term

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

(e) Limit and Deductibles at Site

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

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

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2. COMMERCIAL GENERAL LIABILITY

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$5,000) per occurrence.

The policy of insurance shall:

- (i) be on an occurrence form;
- (ii) add the City and its officials, officers, employees and agents as additional insureds;
- (iii) contain a cross-liability or severability of interest clause;
- (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

3. AUTOMOBILE INSURANCE

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

4. CONTRACTOR'S EQUIPMENT INSURANCE

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

Waiver of Subrogation:

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

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

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

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

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

GC.54. WORKSAFEBC ASSESSMENTS

Prior to execution of the Agreement and prior to commencing the Work under the Contract, the Contractor shall provide a letter from WorkSafeBC confirming the Contractor's registration and that all assessments have been paid to the date thereof. The Contractor shall and the Contractor shall require that the Contractor's Subcontractors maintain such coverage and pay such assessments as will protect them, the Owner and the Engineer from claims under the *Workers' Compensation Act (British Columbia)*, as amended from time to time and regulations pursuant thereto.

GC.55. CLAIMS FOR WAGES

The Owner may settle any claim for damages, and pay all wages overdue or the price of any materials or the amount due and payable by the Contractor to any Subcontractor, for which payment is in arrears, and the amount thereof shall be debt due by the Contractor to the Owner, as and for money paid by them for the contractor and shall be deducted or collected by them as provided in GC.58 - Money Due to Owner, but they do not assume any liability in this respect; nor shall the persons to whom such wages or payments are paid become, by such payments, the employees or servants of the Owner.

GC.56. LIENS

The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all Contract monies, and the Work, and every part thereof, shall be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise, and the Contractor and his sureties, as well as its respective executors, administrators, successors and assigns, shall fully indemnify and save harmless the Owner and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of any Land Title Office or Court in which the same may appear.

Notwithstanding anything to the contrary contained in the Contract Document, the Owners shall not be obliged to pay any monies to the Contractor if and for so long as any liens exist against the Works or the Site.

GC.57. PATENT INFRINGEMENT

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

GC.58. MONEY DUE TO OWNER

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All money payable to the Owner by the Contractor may be retained out of any money then due, or which may become due from them to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the Engineer shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him the advisability of so doing, until the Engineer is satisfied that the Work and material so far done or furnished are in accordance with the Contract and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

GC.59. ASSIGNMENT

The Contractor shall not, without the consent in writing of the Owner first had and obtained, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Contract, or assign, transfer or sublet and portion of the Contract or of the Work but must carry out the Work with its own men or subcontract under the Contractor's supervision. This section however does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, nor will the Owner's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Contract. No assignment, transfer or subletting hereinbefore mentioned, except if the same is made in accordance herewith, shall be in any manner valid or binding on the Owner.

GC.60. CERTIFICATES AND PAYMENTS

a) Payment Certifier:

The Engineer shall be the "payment certifier" and the person responsible for payment certification under the Contract for the purposes of the *Builders Lien Act*. The Engineer will not be the "payment certifier" under any subcontract.

b) Certificate for Substantial Performance:

i) The Contractor shall give written notice to the Engineer that the Work is substantially performed, and, upon subsequent inspection by the Engineer, a list of deficient work shall be issued to the Contractor by the Engineer. When these deficiencies have been rectified to the satisfaction of the Engineer, the Engineer shall recommend that the Work is substantially performed and ready for official inspection.

At the time of the application for a Certificate of Substantial Performance, the Contractor shall deliver up to, and to the complete satisfaction of the Engineer:

- a) the "as constructed record plans" of the Work required by GC.13 - *Record Plans*;
- b) documentation showing compliance with WorkSafeBC requirements; and

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- c) a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing as of the end of the month covered by Article V (c) of the Form of Agreement to third parties including all Subcontractors and suppliers, have been paid.
- ii) The Owner, the Engineer and the Contractor shall inspect the Work and any remaining deficiencies shall be detailed and included on the Certificate of Substantial Performance. The date of Substantial Performance shall be as stated in this Certificate. Upon issuance of the Certificate of Substantial Performance to the Contractor, the Engineer shall set a reasonable date for the Total Performance of the Work.
- iii) For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance as described herein shall serve as the Contract's certificate for completion, and the date of Substantial Performance stated in the Certificate shall be deemed to be the date of the Certificate's issuance.

c) Certificate of Total Performance:

Upon the provision of satisfactory evidence that the deficiencies have been rectified, the Owner and the Engineer will then be permitted to verify such rectification. Upon rectification of all claims and statutory declarations as specified in GC 60(d) ii and to the reasonable satisfaction of the Engineer, the Engineer will issue the Certificate of Total Performance.

d) Statutory Declarations:

The Contractor shall submit with the Contractor's application for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the Contractor, or by such person on behalf of the Contractor as the Engineer may approve.

- i) Prior to payment and as condition to any payment, the Engineer may at any time require the Contractor to file with him a Statutory Declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the Site, all Products or other things supplied for use in or upon the Work and amounts due to Subcontractors and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

Should any amounts be due and unpaid for wages, equipment, hire, Products and Subcontractors or suppliers as above listed or any encumbrance, lawful claim or lien accrue, the amounts shall be listed on a duly attested statement, in duplicate, and attached to the Statutory Declaration referred to above.

The Engineer may at any time, if the Engineer deems it advisable, require from the Contractor a statement showing the rates of wages paid by him for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any Products supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the

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rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement shall be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

- ii) Prior to final payment and as a condition to issuance by the Engineer of a Certificate of Total Performance, the Contractor shall file with the Engineer a Statutory Declaration showing that all Work in respect of the Contract has been completed; all accounts, detailed in the first sentence of paragraph (d)(i) of this General Condition have been paid and satisfied and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the Work; and payments already received and now due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract.

e) Other Documentation

The Engineer may as a further condition to any payment, at any time, require the Contractor to furnish such or other detailed information as may be necessary to establish to their satisfaction the compliance by the Contractor with the conditions of the Contract.

f) Books Open for Inspection

The Contractor's payrolls, time-books, books of account, invoices, receipt and statements relating to her Work under the Contract shall be at all times open for inspection and extract by the Engineer and the Owner and any authorized representative of them.

GC.61. TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

The Engineer may, as agent for and on behalf of the Owner, at the Engineer's discretion terminate the Contract at any time upon written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the Owner shall be liable to the Contractor only for a reasonable amount for Work done and materials delivered at or to the Site up to the date of the termination.

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

GC.62. TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT

- a) The Engineer as agent for and on behalf of the Owner, without prejudice to any other right, may elect to terminate the Contract forthwith upon notice to the Contractor if:
 - i) the Contractor shall neglect or refuse to sign the Drawings and execute the Contract within seven (7) days after notification from the Engineer so to do;

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- ii) the Contractor neglects or fails to commence work within seven (7) days after the date of execution of the Contract by the Contractor;
 - iii) the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the Contractor's creditors;
 - iv) a receiver is appointed for the Contractor's business;
 - v) the Contractor fails, on reasonable notice from the Engineer, to supply enough proper workmen or Products;
 - vi) the Contractor does not pay promptly the Contractor's employees or Subcontractors;
 - vii) the Contractor does not comply with the requirements of the Occupational Health and Safety Regulation and Workers Compensation Board Amendment Act, and any failure to meet the safety requirements of the Contract; or
 - viii) the Contractor persistently or substantially breaches any provision of this Contract.
- b) On such termination the Engineer may arrange for the performance of the Work by whatever method the Engineer deems expedient but without undue delay or expense.
- c) The Engineer may take possession of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Site which the Engineer deems necessary to prosecute the Work which possession the Contractor hereby pledges to the Engineer as agent for and on behalf of the Owner, as security for the performance of the Contract and the Work, provided that upon completion of the Work the Engineer shall return to the Contractor or her legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.
- d) In case the Work or any part thereof is taken out of the hands of the Contractor, as herein provided, it shall in no way affect the relative obligations of the Owner and the Contractor or its sureties in respect of the Contractor's or their obligation, or in respect of the remainder of the Work (if any), as the Engineer may consider reasonable. The Contractor and its sureties in every case shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Contract pursuant to this GC.62, together with the penalties, if any, from the date fixed for the completion of the Work, and the same may be deducted or collected by the Owner as provided by GC.58.
- e) All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Contract shall nevertheless continue in force.

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- f) The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the Owner nor any of its officers or employees shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the Owner.
- g) No proceeding taken pursuant to this GC.62 or pursuant to any other provision of the Contract, shall at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise agreed to in writing.

GC.63. SUBMITTALS

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

GC.64. NON-RESIDENT WITHHOLDING TAX

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

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

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

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1.0 HOURS OF WORK

The Delta Noise By-Law allows construction between the hours of 7:00 AM and 7:00 PM, Monday to Friday, and 9:00 AM to 5:00 PM on Saturday. Noise is not permitted on Sundays and holidays. No work shall be done outside these hours except as approved by the Engineer. A request for a Noise By-Law exemption to work outside the specified hours must be made in writing to the Delta Municipal Office and permission received a minimum of two (2) weeks prior to the work being done.

Notwithstanding GC.35, the City's forces work between the hours of 7:30 AM and 6:00 PM Mondays to Fridays, except statutory holidays. Work will not be performed by City forces or City inspectors outside these hours except by special arrangement agreed to by the Engineer or in case of an emergency. Work performed in the absence of a required inspection is not permitted.

2.0 WORK WITH ENGINEER

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

3.0 COORDINATION WITH OTHER WORK ON SITE

Time shall be of the essence for all purposes of this Contract and the performance of the Work.

The Contractor will be responsible for completing the Work in a way that does not hinder other work on the Site (as described in Paragraph 18 of the Instructions to Tenderers). The Contractor shall have no cause for claim against the City whatsoever with respect to delays or other interruption of the Work due to the above requirement to complete the Work in a way that does not hinder other work on the Site.

4.0 DESIGN AND INSPECTION

Omni Engineering Inc. ("Omni"), has been hired to complete the Specifications and Drawings and conduct inspections during the Work. The Contractor must allow inspectors from Omni to perform their reviews and inspections during the Work so that all quantities and prices may be independently verified.

5.0 COMPLY WITH APPLICABLE LAW

The Contractor will be required to conduct the Work in accordance with the requirements of all applicable Federal, Provincial and Municipal laws and regulations.

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6.0 TRUCK SAFETY

All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with the Motor Vehicle Regulations.

All truck operators must comply with the Corporation of Delta By-laws regulating truck use, including truck route, engine brake noise, and weight and load securement provisions.

7.0 EXTRA WORK

Adjustments to the Contract Amount on account of changes or extra Work shall be valued on the basis of the unit prices specified in the Schedule of Quantities and Prices. Where no price is identified, adjustments shall be valued as follows:

- a) by any amount or method agreed to by the Engineer and the Contractor including new unit prices or a lump sum; or
- b) by Force Account, as discussed below.

8.0 FORCE ACCOUNT

Payment for Force Account Work shall be calculated as follows:

- a) Labour - at the lower of the hourly rates set out in the Form of Tender or the actual cost to the Contractor including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers' Compensation, Employment Insurance, holiday pay, insurance and all employee benefits. A markup of three percent (3%) on the foregoing shall be allowed for all small tools. A markup of ten percent (10%) on the total of the foregoing shall be allowed for overhead. A further markup of ten percent (10%) on the total of the foregoing, including the markup for overhead, shall be allowed for profit.
- b) Equipment:
 - i) Contractor Owned or Bare Rented-at the non-operated hourly rates as set out in the Approved Equipment Rental Rate Guide based on actual hours, in minimum increments of half (0.5) hours, plus a ten percent (10%) markup to cover all overhead costs and profit. If equipment is not listed in the Approved equipment Rental Guide then at a rate determined by the Engineer based on local equipment rates; or
 - ii) Non-Contractor Owned and Operated-at the lower of the all found rate in the Approved Equipment Rental Rate Guide for operated equipment, or the actual rental costs incurred by the Contractor, as evidenced by invoice, plus, in either case, a ten percent (10%) markup to cover all overhead costs and profit.

Separate rental for small tools will not be allowed.

- c) Materials incorporated into the work or consumed in performing the Work by the contractor shall be at the Contractor's actual cost, as evidenced by invoice, including all

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transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling and profit.

- d) Force Account Work performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (a), (b) and (c) above, plus a mark-up of five percent (5%) to cover all overhead and profit; or (ii) the actual amount the Contractor pays the Subcontractor including a mark-up of ten percent (10%) on such actual cost to cover all overhead and profit.

9.0 RELEASE AND INDEMNIFICATION

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

10.0 NO PROMOTION OF RELATIONSHIP WITH THE CITY OR THE OLYMPICS

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

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

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11.0 CONTRACTOR TO MAINTAIN STATION IN OPERATION DURING THE WORK

As noted in the Contract Documents, the Contractor must keep the Nelson Pump Station operational at all times during the work of the Contract. This is to be done by isolating one compartment of the wet well and keeping the two pumps in the compartment in service. This will allow the Contractor to dewater the other isolated wet well compartment and carry out the work of the compartment without disrupting sanitary service to the area serviced by the Nelson Pump Station. The Contractor is advised that the two pumps to be remain in service in the operating wet well compartment have adequate capacity.

12.0 OWNER SUPPLIED EQUIPMENT

12.1 The Owner has entered or will be entering into agreements with certain third parties (the "Owner's Suppliers") for the procurement, manufacture and supply of the following equipment for the Project (the "Suppliers' Agreements"):

Submersible Sewage Jockey Pumping Unit;

- a) Mixers;
- b) Free Standing Variable Frequency Drive Assembly; and
- c) Check Valve.

(individually and collectively, the "Owner Supplied Equipment"), as further described in the Contract Documents.

The Owner shall supply the Contractor, within a reasonable time of entering into the Suppliers' Agreements, contact information for representatives of the Owner's Suppliers and other information considered relevant (by the Owner and the Contractor, acting reasonably) for the Contractor's performance hereunder.

12.2 With respect to the Owner Supplied Equipment, the Contractor, as part of its obligations under this Contract, shalt:

- a) schedule and coordinate delivery of the Owner Supplied Equipment with the Owner's Suppliers;
- b) take care, custody and control of the Owner Supplied Equipment upon delivery by the Owner's Suppliers of the Owner Supplied Equipment to the Place of the Work, or to its temporary storage location (as directed by the Owner) if required. In the event that the Owner Supplied Equipment is delivered to the Owner's temporary storage location, the Owner shalt pay the Contractor its cost (without addition for overhead or profit) to transport such equipment from the temporary storage location to the Place of the Work;
- c) inspect the Owner Supplied Equipment upon delivery to ensure that it complies with the designs and specifications noted in the Suppliers' Agreements;

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- d) provide insurance coverage for the Owner Supplied Equipment with a limit of not less than the replacement value of such Owner Supplied Equipment, on terms reasonably acceptable to the Owner, before taking care, custody and control of same, and provide evidence of such insurance coverage to the Owner;
- e) review and provide on a timely basis to the Owner comments and recommendations as to installation of the Owner Supplied Equipment, with reference to the shop drawings for the Owner Supplied Equipment, and the interfaces between such Owner Supplied Equipment and the balance of the Project, supplied to the Contractor by the Consultant or the Owner's Suppliers;
- f) install and commission, or arrange for installation and commissioning of, such equipment in accordance with the Owner's Suppliers' designs and specifications;
- g) ensure that the utilities and other infrastructure interfaces of the Place of Work are suitable and compatible with the Owner Supplied Equipment to allow its proper installation, commissioning and operation;
- h) coordinate any repairs required by the Owner Supplied Equipment during the warranty period provided by the Contractor under GC 51;
- i) if the Owner Supplied Equipment is initially delivered to a temporary storage location, arrange when appropriate for its shipment to the Place of the Work; and
- j) notify the Owner immediately in writing:
 - i) if the Owner's Suppliers are materially delayed in delivering, or cannot deliver the Owner Supplied Equipment in accordance with their respective Suppliers' Agreements;
 - ii) if there is any defect or deficiency in the Owner Supplied Equipment upon delivery of same to the Place of the Work or temporary storage location;
 - iii) if the Owner Supplied Equipment does not comply with the designs and/or specifications noted in the respective Suppliers' Agreements; and
 - iv) of the time and date of delivery of such Owner Supplied Equipment to the Place of the Work or temporary storage location, and in such notice advise the Owner what impact the event described in items (1), (2) or (3) above will have on the Construction Schedule and the cost of the Project, and provide recommendations on how to address such events.

1.0 DEFINITIONS

- (a) "OH&S Regulation" means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- (b) "Owner" means City of Vancouver;
- (c) "Place of the Work" means the work site at Nelson Pump Station.
- (d) "Prime Contractor" means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WorkSafeBC Legislation;
- (e) "Project" means Nelson Pump Station Upgrade at Nelson St. and Pacific Blvd., Vancouver, BC, as contemplated by the Contract Documents, and includes all the Work;
- (f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- (g) "WORKSAFEBC" means WorkSafeBC or the Worker's Compensation Board of British Columbia; and
- (h) "WORKSAFEBC Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- (i) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

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

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

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

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

- (a) Ensure that all hazards are promptly and appropriately identified and addressed.
- (b) Ensure the health and safety of the workers on the Project.
- (c) Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.

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

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

- (a) Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- (b) Coordinate all health and safety activities for the Project.
- (c) Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- (d) Ensure that regular workplace safety meetings are held and documented.
- (e) Know who all other contractors' "Qualified Persons" are.
- (f) Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

- (a) By signing this Prime Contractor Agreement, the undersigned Contractor accepts all responsibilities of a Prime Contractor as outlined above and in the Owner's Contractor

Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

- (b) As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.
- (c) Any violation of a requirement of WorkSafeBC Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.
- (d) Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as an authorized 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 _____

Available on Electronic CD

Available on Electronic CD

Available on Electronic CD

Available on Electronic CD



GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
 (All Risks Coverage including Earthquake and Flood)
- | | |
|------------------------------------|--|
| INSURER: _____ | INSURED VALUES: (Replacement Cost) |
| TYPE OF COVERAGE: _____ | Building and Tenants' Improvements: \$ _____ |
| POLICY NUMBER: _____ | Contents and Equipment: \$ _____ |
| POLICY PERIOD: From _____ to _____ | Deductible Per Loss: \$ _____ |

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
 Including the following extensions:
- | | |
|--|--|
| <input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Products and Completed Operations
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest
<input checked="" type="checkbox"/> Employees as Additional Insureds
<input checked="" type="checkbox"/> Blanket Contractual Liability
<input checked="" type="checkbox"/> Non-Owned Auto Liability | LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) |
| INSURER: _____ | Per Occurrence: \$ _____ |
| POLICY NUMBER: _____ | Aggregate: \$ _____ |
| POLICY PERIOD: From _____ to _____ | All Risk Tenants' Legal 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
- | | |
|------------------------------------|--|
| INSURER: _____ | LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) |
| POLICY NUMBER: _____ | Per Occurrence: \$ _____ |
| POLICY PERIOD: From _____ to _____ | Aggregate: \$ _____ |
| | Self-Insured Retention: \$ _____ |

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
- _____

8. POLICY PROVISIONS:
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
 - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(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;*
 - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated: _____

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

INVITATION TO TENDER NO. PS09039
NELSON PUMP STATION UPGRADING - JOCKEY PUMP INSTALLATION
PART G - SPECIFICATIONS AND DRAWINGS

(Available on Electronic CD)