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**INVITATION TO TENDER (“ITT”) No. PS10130**

**NEIGHBOURHOOD ENERGY UTILITY  
SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE  
ENERGY TRANSFER STATIONS**

Tenders will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> 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, August 10, 2010 and opened publicly at 11:00:00 A.M. Wednesday, August 11, 2010.

NOTES:

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

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

**Alison Hall,  
Contracting Specialist**

**Fax: 604.873.7057 E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)**

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**DOCUMENTS**

Pages

**Bidding and Contract Requirements**

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**Technical Specifications - DPS Expansion**

Division 1	General Requirements	PDF document
Division 2	Site Work	PDF document
Division 15/16	Mechanical/electrical Requirements	PDF document

To Be Downloaded By The Tenderer At:  
<http://vancouver.ca/fs/bid/bidopp/openbid.htm>

**Technical Specifications - ETS Expansion**

Division 1	General Requirements	PDF document
	To Be Downloaded By The Tenderer At: <a href="http://vancouver.ca/fs/bid/bidopp/openbid.htm">http://vancouver.ca/fs/bid/bidopp/openbid.htm</a>	
Division 15/16	Mechanical/Electrical Requirements	PDF document
	To Be Downloaded By The Tenderer At: <a href="http://vancouver.ca/fs/bid/bidopp/openbid.htm">http://vancouver.ca/fs/bid/bidopp/openbid.htm</a>	

Design Drawings (Bound Separately)	Not attached
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	<b>Name/Address</b>
<b>Owner:</b>	City of Vancouver Neighbourhood Energy Utility 453 West 12th Avenue Vancouver, BC V5Y 1V4
<b>Consultant:</b>	FVB Energy Inc. Suite 350 13220 St. Albert Trail

END OF SECTION 00050

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## 1.0 INTRODUCTION

- 1.1 The City of Vancouver (hereinafter called the "**Owner**") invites Tenders on the terms and conditions of these Tender Documents for the construction of Energy Transfer Stations ("**ETS**") for selected buildings to be connected to the Neighbourhood Energy Utility - District Heating System (the "**Work**").
- 1.2 The Place of the Work is:  
Southeast False Creek and Olympic Village, Vancouver, British Columbia (the "**Site**").
- 1.3 The successful Tenderer will become the "Contractor" and will be required to sign a contract directly with the Owner, using the Agreement, attached hereto as part of the Contract Documents. Notwithstanding the execution of such Agreement, the successful Tenderer will be bound upon the Owner notifying such Tenderer in writing that his tender has been accepted. Such notification is referred to herein as the "Owner's Acceptance."
- 1.4 Three (3) complete sets of drawings may be obtained from the Owner. Drawings can be picked up at the address shown on the cover page of this ITT from 8:30AM to 4:30PM Monday to Friday.

## 2.0 SITE VISIT

- 2.1 Tenderers are invited to attend a site visit on Thursday July 29, 2010.

**The site visit will commence at 1:00 P.M. False Creek Energy Centre, 1890 Spyglass Place, Vancouver BC, V5Z 4K8.**

- 2.2 All prospective Tenderers should register for the site visit by submitting a Site Visit Attendance Form (Appendix 10 of 00310 Form of Tender) by fax to (604) 873-7057 or e-mail to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) by **July 26, 2010**.

## 3.0 INQUIRIES

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

Alison Hall, C.P.P.  
Contracting Specialist  
City of Vancouver  
Purchasing Services  
Fax: 604.873.7057  
E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

#### 4.0 SUBMISSION OF TENDERS

4.1 Tenders shall be submitted to the front desk of:

**City of Vancouver - Purchasing Services**  
**3<sup>rd</sup> Floor, Suite #320, East Tower**  
**555 West 12<sup>th</sup> Avenue**  
**Vancouver, BC**  
**V5Z 3X7**

Attention: Alison Hall, Contracting Specialist

no later than **3:00 p.m. Vancouver time, Tuesday, August 10, 2010** (the "Tender Closing Date").

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

**"ITT PS10130 - NEIGHBOURHOOD ENERGY UTILITY SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE ENERGY TRANSFER STATIONS"**

Submitted by: \_\_\_\_\_  
[Tenderer's Name]

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
[To be stamped by the City]

**DO NOT OPEN PRIOR TO THE CLOSING DATE AND TIME"**

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

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

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

4.6 Late Tenders will NOT be accepted or considered, and will be returned unopened.

#### 5.0 TENDER DOCUMENTS

5.1 The Tender Documents consist of the following:

- .1 The Documents and Sections listed in Section 00030 - Table of Contents;
- .2 The Drawings listed in Section 00400 - List of Drawings; and

- .3 Addenda issued by the Consultant.
- 5.2 Any additional information made available to Tenderers prior to the Tender Closing Date by the Owner, such as geotechnical reports or as-built plans, which is not expressly included in the list of Drawings, is not included in the Tender Documents. Such additional information is made available only for the assistance of Tenderers who must make their own judgement about its reliability, accuracy or completeness. Neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate or complete.
- 5.3 Each Tenderer shall conduct a review of the Tender Documents upon their receipt and verify that all documents are included and are complete. In the event documents are missing or incomplete, the recipient shall notify the contact person shown on the cover page of this document. It is the responsibility of the Tenderer to ensure receipt of a complete set of Tender Documents.

## **6.0 TENDER REQUIREMENTS**

- 6.1 A tender should be on the Form of Tender included in the Tender Documents and be signed by the authorized signatory(s) as follows:
  - .1 signature(s) should be in original handwriting;
  - .2 if the Tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally; if a partner or joint venturer is a corporation then such corporation should sign as indicated in paragraph 6.1.3 below; and
  - .3 if the Tenderer is a corporation then the full name of the corporation should be included, together with the names and signatures of authorized signatories.
- 6.2 A tender should be accompanied by the following securities (Tenders that are received by the Owner and are not accompanied by approved bid security may or may not be considered):
  - .1 a Bid Bond in the amount of ten (10) percent of the Tender Price, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form reasonably satisfactory to the Owner; and
  - .2 an Undertaking of Surety in a form included in Appendix 8 or equivalent form by a Surety Company licensed to carry on the business of suretyship in British Columbia, stating that if the Tenderer is awarded the Contract, bonding will be provided pursuant to Clause 18.0 of this Section.

6.3 A tender should include the following completed forms:

- .1 Appendix 1 - Breakdown of Tender Price Summary Table;
- .2 Appendix 2 - List of Subcontractors;
- .3 Appendix 3 - Separate Prices for Optional Work;
- .4 Appendix 4 - List of Alternate Prices;
- .5 Appendix 5 - List of Unit Prices;
- .6 Appendix 6 - Master Project Schedule;
- .7 Appendix 7 - Proposed Key Project Personnel;
- .8 Appendix 8 - Tenderers Related Experience;
- .9 Appendix 9 - Undertaking of Surety;
- .10 Appendix 10 - Site Meeting Attendance Form; and
- .11 Appendix 11 - Certificate of Existing Insurance.

## 7.0 AWARD

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

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

The lowest priced tender will not necessarily be accepted.

7.2 The Owner may, prior to and/or after contract award, negotiate changes to the scope of work, the materials, the specifications or any conditions with the low Tenderer or any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their 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.

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

7.4 Tenders shall remain open for acceptance by the Owner for a period of sixty (60) Working Days after the Tender Closing Date.

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

7.6 The Owner will notify the successful Tenderer in writing.

## 8.0 KNOWLEDGE OF SITE



- 8.1 All Tenderers, either personally or through a representative, are responsible to examine the Place of the Work before submitting a tender. A Tenderer has full responsibility to be familiar with and make allowance in the tender for all conditions at the Place of the Work that might affect the tender, including any information regarding subsurface soil conditions made available by the Owner, the location of the Work, local conditions, conflicts with other contractors safety, and access. By submitting a tender, a Tenderer represents that the Tenderer has examined the Place of the Work, or specifically elected not to do so. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Place of the Work which were reasonably foreseeable by a contractor qualified to undertake the Work.
- 8.2 Neither the Owner nor the Consultant will be responsible for any error or negligence, interpretation or misinterpretation with respect to any discrepancies between actual site conditions and descriptions, or conditions contained in the Tender Documents. Underground utilities of record will be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations or failure to show utility locations on the construction plans. The Contractor should confirm locations, working directly with the utility companies concerned, including regulatory departments of the City of Vancouver.
- 8.3 Tenderers should attend a site visit as indicated in paragraph 2.0 of this section.

#### **9.0 APPROVED EQUALS**

- 9.1 Prior to the Tender Closing Date 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.
- 9.2 Applications for an Approved Equals must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 9.3 If the Owner decides in its discretion to accept an Approved Equals, then the Owner will issue an addendum to all Tenderers.
- 9.4 The Owner is not obligated to review or accept any application for an Approved Equals.

#### **10.0 INTERPRETATION OF TENDER DOCUMENTS**

- 10.1 If a Tenderer is in doubt as to the correct meaning of any provision of the Tender Documents, the Tenderer may request clarification from the person named in paragraph 3.1 of this Section.
- 10.2 If a Tenderer discovers any contradictions or inconsistencies in the Tender Documents or its provisions, the Tenderer shall immediately notify the person named in paragraph 3.1 of this Section.
- 10.3 If the Owner considers it necessary, the Owner may issue written addenda to provide clarification(s) of the Tender Documents.
- 10.4 No oral interpretation or representations from the Owner or any representative of the Owner will affect, alter or amend any provision of the Tender Documents.

## 11.0 PRICES

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

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

## 12.0 TAXES AND DUTIES

12.1 The Tender Price and unit prices shall include all custom and excise duties in force as of the date of the Tender Closing Date.

12.2 The Federal Harmonized Sales Tax ("HST") is not to be considered an applicable tax for the purposes of this Tender. The Tenderer shall therefore not include any amount in his Tender Price and unit prices for the said HST. The Contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract and will therefore not affect the Contract Price.

12.3 Tenderers are advised that, if they are not residents of Canada, the *Income Tax Act* of Canada requires that a certain percentage of the monies otherwise payable to the Contractor be withheld by the Owner and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending on, among other things, the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of Revenue Canada, Taxation for further details. The Owner shall receive a credit under the Contract for monies withheld and remitted to the Receiver-General for Canada.

### **13.0 AMENDMENT OF TENDERS**

13.1 A Tenderer may amend or revoke a Tender by giving written notice, delivered by hand, mail or facsimile, to the office referred to in paragraph 4.1 of this Section at any time up until the Tender Closing Date. An amendment or revocation that is received after the Tender Closing Date shall not be considered and shall not affect a tender as submitted.

13.2 An amendment or revocation must be signed by an authorized signatory of the Tenderer in the same manner as provided by paragraph 6.1 of this Section.

13.3 Any amendment that expressly or by inference disclosed the Tenderer's Tender Price or other material element of the tender, such that, in the opinion of the Owner, the confidentiality of the tender is breached, will invalidate the entire tender.

- 13.4 If a Tender amendment or revocation is sent by facsimile, the Tenderer assumes the entire risk that equipment and staff at the office referred to in paragraph 3.1 of this Section will properly receive the facsimile containing the amendment or revocation before the Tender Closing Date. The Owner assumes no risk or responsibility whatsoever that any facsimile will be received as required by paragraph 13.1 of this Section and shall not be liable to any Tenderer if for any reason a facsimile is not properly received.

#### **14.0 DURATION OF TENDERS**

- 14.1 After the Tender Closing Date, a tender shall remain valid and irrevocable as set out in paragraph 7.4 of this Section.

#### **15.0 QUALIFICATIONS OF TENDERERS**

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

#### **16.0 SUBCONTRACTORS**

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

#### **17.0 DIVISION OF WORK AND OPTIONAL WORK**

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

#### **18.0 BONDS**

- 18.1 Each Tender will be accompanied by a Consent of Surety (Appendix 8 to the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia and a bond (the "Bid Bond") payable to the "City of Vancouver" in the amount of ten percent (10%) of the Tender Price (not a dollar amount) as a security for the due execution of an Agreement in form and substance of the Form of Agreement in Section 00500 to the ITT and the delivery of the Bonds specified below.

18.2 The Bid Bonds of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded, and the Bid Bond of the Tenderer whose Tender the City accepts will be returned to it on execution of an Agreement in form and substance of the Form of Agreement in Section 00500 to the ITT, delivery of a Performance Bond for 50% of the Tender Price and a Labour and Materials Payment Bond for 50% of the Tender Price and commencement of the Work. The cost of all Bond premiums will be included in the Tender Price.

18.3 The forms of the Bonds will be those issued by the Canadian Construction Documents Committee as follows:

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

18.4 All bonds and the consent of surety must be issued by a surety company acceptable to the City, which is authorized and licensed to carry on business in British Columbia, also having an office in British Columbia and must be in a form acceptable to the City.

## 19.0 INSURANCE

19.1 The Tenderer whose Tender the City accepts will be required to maintain insurance in connection with the Work as described in Section 00800 - Supplementary General Conditions portion of the ITT.

19.2 All Tenderers must submit with their Tenders a Certificate of Existing Insurance in the form annexed as Appendix 11 to the Form of Tender showing that they currently carry insurance as required in all respects under the Section 00800 - Supplementary General Conditions portion of the ITT or written confirmation from an insurer demonstrating conclusively that the Tenderer will be able to meet those insurance requirements in all respects.

## 20.0 TIME FOR COMPLETION OF THE WORK

20.1 The Work shall commence immediately upon receipt of a Notice to Proceed, and must be completed by **February 28, 2011.**

20.3 The completion date in Article A-1 of the Agreement shall be the date stated in clause 20.1, above.

## 21.0 RELEASE, INDEMNITY AND LIMITATION

21.1 For the purposes of this Clause 20.0:

- .1 **“Losses”** means, in respect of any matter, all:
  1. direct and indirect; as well as
  2. consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).
- .2 **“Tender Contract”** means any contract whether simple or by deed formed upon receipt by

the Owner of a tender from a Tenderer in response to the Request for Tender.

21.2 Release

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

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

21.3 Indemnity

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

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

21.4 Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the Owner or its employees, officers, officials or agents, including the Consultant, are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Subcontractors, consultants or Suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Subcontractors, consultants or Suppliers on any basis or legal principle of any kind, the Owner's liability is limited to a maximum of one thousand dollars (\$1000) in Canadian currency, despite any other term or

agreement (either expressly stated or implied) to the contrary.

## 22.0 DISPUTE RESOLUTION

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

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

## 23.0 CONFIDENTIALITY AND PRIVACY

23.1 For the purposes of this Clause 23.0, "**Information and Privacy Legislation**" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time.

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

## 24.0 MATERIALS AND EQUIPMENT

24.1 See Section 01610 - Materials and Equipment.

**END OF SECTION 00100**

**1 GENERAL**

**1.1 Documents**

- .1 This section of the Specifications forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

**1.2 Description**

- .1 This section contains the general requirements of Materials, equipment and workmanship. This section supplements but does not supersede specific requirements found elsewhere in the Specifications.

**1.3 Products and Materials Supplied By Contractor**

.1 Quality

- .1 Products, equipment and articles (referred to as Materials throughout the Specifications) incorporated in the Work shall be new, not damaged or defective, and of the best quality (compatible with Specifications) for the purpose intended.
- .2 Defective products, whenever identified will be rejected, regardless of previous inspections. Remove and replace defective products at the Contractor's own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to the quality or fitness of Materials, the decision rests solely with the Owner based upon the requirements of the Contract Documents.
- .4 Unless otherwise indicated in the Specifications, maintain uniformity of manufacture for any particular or like item throughout the Work.
- .5 Preliminary acceptance of Materials, equipment or products listed by supplier names will not in any way constitute a waiver of the Specifications covering such equipment. Final acceptance will be based on full conformity with the Contract Documents.

.2 Availability

- .1 Review Materials delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of Materials are foreseeable, notify the Consultant of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of the Work.
- .3 Comply with Section 00100 - Instructions to Tenderers, paragraph 9.0 Approved Equals.

**1.4 Equipment Supplied By Owner**

- .1 The following equipment has been or will be purchased by the City of Vancouver, and will be furnished to the Contractor FOB jobsite:
- .1 Logstor Pre-Insulated Piping, as per NOI PS10142;
- .2 Energy Transfer Stations Controls and Metering;



.3 Energy Transfer Station Heat Exchanger.

### 1.5 Manufacturer's Instructions

- .1 Unless otherwise indicated in the Specifications, install or erect Materials in accordance with manufacturer's instructions.
- .2 Notify the Consultant, in writing, of conflicts between the Specifications and manufacturer's instructions.
- .3 Improper installation or erection of Materials, due to failure in complying with these requirements, to be removed and reinstalled at no increase in Contract Price.
- .4 The construction drawings provided in this ITT package have been produced using the best information available to date. The vendor drawings have only recently been made available for some of the Owner supplied equipment, and at that, have been preliminary at best. Therefore, the primary source of equipment information for both Owner and Contractor supplied equipment has been catalogue cuts and typical arrangements. Unless significantly different requirements result between the certified vendor documentation and the drawings used to create the construction drawings, the Contractor is responsible to adjust the design to suit at no increase in Contract Price.
- .5 Notify the Consultant, in writing, of significant differences between the certified vendor documentation and the drawings used to create the construction drawings

### 1.6 Workmanship

- .1 General
  - .1 Execute the Work using workers experienced and skilled in the respective duties for which they are employed to obtain workmanship of the best quality.
- .2 Coordination
  - .1 Ensure cooperation of workers in laying out Work. Maintain efficient and continuous supervision.
  - .2 Coordinate all the Work of all Subcontractors.
  - .3 Ensure that all Subcontractors examine the Drawings and Specifications for other parts of the Work, which may affect the performance of their Work.
- .3 Protection of Work in Progress
  - .1 Adequately protect Work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the Owner or the Consultant, at no increase in Contract Price.
  - .2 Prevent overloading of any structure.
- .4 Remedial Work

- .1 Perform remedial Work required to repair or replace the parts or portions of the Work identified as defective or unacceptable at no increase in Contract Price. Coordinate adjacent affected Work as required.
- .2 Perform remedial Work by specialists familiar with the Materials affected. Perform in a manner to neither damage nor endanger any portion of the Work.

**1.7 Quantities**

- .1 Materials or products indicating quantity and dimension, which are shown on the Drawings or in the Specifications, are not guaranteed to be accurate and are to be checked by the Contractor.
- .2 Claims for additional payment resulting from variations between quantities shown on the schedules and those actually installed will not be accepted.

**1.8 Metric Project**

- .1 Unless otherwise noted, this Project has been designed and is to be constructed in the S.I. metric system of measurements.

**2 PRODUCTS**

*Not Applicable*

**3 EXECUTION**

*Not Applicable*

END OF SECTION

Tenderer's Name: \_\_\_\_\_  
"Tenderer"

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Cheque Payable/Remit to Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

City of Vancouver Business License Number: \_\_\_\_\_  
*(If your office is located in Vancouver or N/A if not applicable)*

WorkSafeBC Account Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

\_\_\_\_\_  
Tenderer's Initials

1.0 Tender Price and Schedule

1.1 Having fully examined and considered the Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, including without limitation the Invitation to Tender, the Instructions to Tenderers, the Form of Tender, the Form of Agreement, the General Conditions, the Supplementary General Conditions, the Appendices, the Specifications and Drawings and the Addenda, Amendments and Questions and Answers issued as supplements to the aforementioned documents (if any), 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 perform and complete the Work for the fixed "Tender Price" of:

ITT NO. _____
The Tender Price, which excludes HST, is  _____ dollars  and _____ cents (\$_____)

Accordingly, the undersigned offers to complete the Work according to the following schedule:

- (a) Mobilization of the Work is targeted for **September 6, 2010**.
- (b) Substantial Performance of the Work is targeted for **January 31, 2011**.
- (c) Total Performance of the Work will be achieved by **February 28, 2011** and in accordance with the Master Project Schedule, Appendix 6 of this Form of Tender.

The undersigned confirms that the above stated Tender Price is in accordance with Section 00100, Instructions to Tenderers, 10.0 Prices and 11.0 Taxes and Duties.

If Appendix 1 - Breakdown of Tender Price Summary forms part of this Tender and if there is any conflict between the Tender Price entered above and the correct summation of the price for each component of the work, and correct extensions of the price for each component of the work and approximate quantities entered in the aforesaid Schedule, the said correct summation shall take precedence.

\_\_\_\_\_  
Tenderer's Initials

## **2.0 Notice of Award**

2.1 The undersigned agrees that this Tender is irrevocable and open for acceptance by the City for a period of sixty (60) Working Days from the day following the date of the Closing Time, even if the tender of another Tenderer is accepted by the City. If within this sixty (60) day period the City gives a Notice of Award accepting this Tender, the undersigned, within ten (10) Working Days of the giving thereof, will deliver to the City, to its satisfaction:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Tender Price, issued by a surety licensed to carry 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 Supplementary General Conditions (GC 3.5);
- (c) a valid City of Vancouver business license if the Tenderer's head office is located within the City of Vancouver and/or where the Tenderer is required to perform any work at a site located within the City of Vancouver;
- (c) a WorkSafe BC "clearance letter" indicating that the Tenderer is in WorkSafe BC compliance as required under Supplementary General Conditions (GC 10.4);
- (d) a Certificate of Insurance showing the Tenderer has all insurance coverages and requirements in place as required under Supplementary Supplementary General Conditions (GC 11.1); and
- (e) Prime Contractor Agreement, as required by Schedule 9 Section 00500 - Agreement.

## **3.0 Notice to Proceed**

3.1 Upon the City receiving from the successful Tenderer the materials described above in paragraph 2 of this Form of Tender, the City will give to the Tenderer a Notice to Proceed (the "Notice to Proceed") and the Tenderer will proceed as follows:

- (a) duly execute and give to the City five (5) copies of a final form Agreement in form and substance of the Agreement in Section 00500 of the Tender Documents within five (5) Working Days after receipt thereof from the City; and
- (b) commence the Work in accordance with the Master Project Schedule within six (6) Working days of the delivery of the Notice to Proceed or such longer time as may be otherwise specified in the notice to proceed.

\_\_\_\_\_  
Tenderer's Initials

#### **4.0 Conditions**

4.1 If the City gives a Notice of Award to undersigned Tenderer, and the undersigned:

- (a) fails or refuses to deliver the documents as specified and required by paragraph 2 and 3 of this Form of Tender; or
- (b) fails or refuses to commence the Work in accordance with the Tender Documents and the Notice to Proceed,

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

- (c) the face value of the Bid Bond; or
- (d) the amount by which the Tender Price presented herein is less than the amount for which the City contracts with another Tenderer or other person to perform the Work.

4.2 The undersigned acknowledges and agrees that the lowest submitted Tender will not necessarily be accepted, and that the City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.

4.3 The Appendices attached to this Form of Tender form a part of it.

#### **5.0 Certification**

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

\_\_\_\_\_  
Tenderer's Initials

**6.0 Labour**

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

SIGNED and SEALED this \_\_\_ day of \_\_\_\_\_, 2010 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)

\_\_\_\_\_  
Tenderer's Initials

APPENDIX 1

BREAKDOWN OF TENDER PRICE SUMMARY TABLE

The following amounts are the Tenderer’s component prices for the corresponding items listed below. The component prices and the Tender Price shown below include all labour, materials, services and other inputs, overhead and profit for and all fees in respect of the Work, except HST. The HST will be shown separately.

The Tenderer acknowledges that the City may delete any of the items in this Appendix 1 in order to meet budget limitations and award a Contract for only the remaining items.

	COMPONENT:	PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT):
1.	Mobilization	\$
2.	Admin. incl. Bonds& Permit Fees	\$
3.	Quality Assurance and Weld Inspection	\$
4.1	Buried Piping Civil Work	\$
4.2	Buried Piping Electrical Work	\$
4.3	Buried Piping Mechanical Work	\$
4.4	Buried Piping Thermal Pre-stressing	\$
5.1	ETS Mechanical Work	\$
5.2	ETS Electrical Work	\$
5.3	ETS Insulation Work	\$
5.4	ETS Seismic Restraints	\$
6.	Testing and Startup	\$
7.	Operation and Maintenance Manuals	\$
8.	Project Closeout and demobilization	\$
	<b>Tender Price (from Section 00310 1.0) (HST excluded)</b>	\$
	HST	\$



**BREAKDOWN OF TENDER PRICE PER PARCEL**

Pursuant to the Breakdown of Tender Price Summary Table above, the Tender Price for the Work the Tenderer shall provide a breakdown price per parcel for the following items:

	<b>COMPONENT:</b>	<b>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT):</b>
1.	ETS Electrical Work	\$
2.	ETS Mechanical Work	\$
3.	ETS Insulation Work	\$
4.	ETS Seismic Restraints	\$
5.	Testing and Startup	\$
	<b>Tender Price Per Parcel (HST excluded)</b>	\$
	<b>HST</b>	\$

\_\_\_\_\_  
Tenderer's Initials

## APPENDIX 2

### LIST OF SUBCONTRACTORS

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the Tenderer will list below all subcontractors it intends to use in its performance of electrical and instrumentation, insulation, seismic restraints and the Work. Including what parts of the Work each subcontractor will be undertaking (the "Subcontractors").

The Tenderer, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.

The Tenderer, if awarded the Contract, will ensure that every Subcontractor is bound by a legal agreement with the same terms and conditions of the Contract.

Tenderers are to provide the following information about the Subcontractors:

- (a) Describe how the Tenderer's operation is structured with respect to Subcontractors.
- (e) Describe insurance held by Subcontractors.

**If no Subcontractors will be used, indicate "Not Applicable".**

SUB-CONTRACTORS - #1

Subcontractor's Name, Address, City,	
Describe the type of Work to be performed by Subcontractor:	
Description of Prior Relevant Project:	
Location of Prior Relevant Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes/No (circle correct answer)
Name of General Contractor:	
Name and Telephone Number of Project Reference:	

\_\_\_\_\_  
Tenderer's Initials

SUB-CONTRACTORS - #2

Subcontractor's Name, Address, City,	
Describe the type of Work to be performed by Subcontractor:	
Description of Prior Relevant Project:	
Location of Prior Relevant Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes/No (circle correct answer)
Name of General Contractor:	
Name and Telephone Number of Project Reference:	

\_\_\_\_\_  
Tenderer's Initials

**SUB-CONTRACTORS - #3**

Subcontractor's Name, Address, City,	
Describe the type of Work to be performed by Subcontractor:	
Description of Prior Relevant Project:	
Location of Prior Relevant Project:	
Contract Value:	
Start and Completion Date:	
Completed on Schedule?	Yes/No (circle correct answer)
Name of General Contractor:	
Name and Telephone Number of Project Reference:	

\_\_\_\_\_  
Tenderer's Initials

APPENDIX 3

SEPARATE PRICES FOR OPTIONAL WORK

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

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

\_\_\_\_\_  
Tenderer's Initials

APPENDIX 4

LIST OF ALTERNATE PRICES

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

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

\_\_\_\_\_  
Tenderer's Initials

APPENDIX 5  
LIST OF UNIT PRICES

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

No.	Description of Item for which Unit Price Requested	Unit Price (\$)
1.	None Requested	N/A

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

	Category	Regular Time (\$)	Premium Time (\$)
1.	Mechanical Foreman	\$/hr	\$/hr
2.	Journeyman Welder	\$/hr	\$/hr
3.	Journeyman Pipefitter	\$/hr	\$/hr
4.	Journeyman Plumber	\$/hr	\$/hr
5.	Foreman	\$/hr	\$/hr
6.	Labourer	\$/hr	\$/hr
7.	Journeyman Electrician	\$/hr	\$/hr

Tenderer's Initials



APPENDIX 6

MASTER PROJECT SCHEDULE

Pursuant to paragraph 1.0 of the Form of Tender, the following is our Master Project Schedule on which our detailed Construction Schedule will be based.

	Item	Start	Complete
1.	Award of Contract	August 31, 2010	N/A
2.	Mobilization	September 6, 2010	
5.	Substantial Performance of the Work	N/A	January 31, 2011
6.	Total Performance of the Work	N/A	February 28, 2011

Tenderer's Initials

APPENDIX 7

PROPOSED KEY PROJECT PERSONNEL

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

		Name
Project Superintendent:		
Project Manager:		
Construction Safety Officer:		

Tenderer's Initials

**APPENDIX 8**

**TENDERER'S RELATED EXPERIENCE**

Pursuant to paragraph 5.3 of the Instructions to Tenderers, the Tenderer will describe its related experience by describing similar work it has undertaken previously, as follows:

**DESCRIPTION OF PROJECT:**

---

---

---

**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 EMAIL OF PROJECT REFERENCE:**

---

---

---

**NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:**

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---

---

\_\_\_\_\_  
Tenderer's Initials

DESCRIPTION OF PROJECT:

---

---

---

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 EMAIL OF PROJECT REFERENCE:

---

---

NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:

---

---

---

Tenderer's Initials

**DESCRIPTION OF PROJECT:**

---

---

---

**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 EMAIL OF PROJECT REFERENCE:**

---

---

---

**NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:**

---

---

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\_\_\_\_\_  
Tenderer's Initials

**APPENDIX 9**

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

Should it be required, we the undersigned Surety Company do hereby consent and agree to become bound as sureties in an approved Contract Performance Bond and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the awarded Total Tender Price for the fulfillment of the Contract and for the performance of the Work as described herein, which may be awarded to \_\_\_\_\_ at the Total Tender Price set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to be filed with the City of Vancouver within five (5) Working Days from the date the Notice of Award is given by the City to the Contractor.

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

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

\_\_\_\_\_

\_\_\_\_\_  
Tenderer's Initials

APPENDIX 10

SITE VISIT MEETING ATTENDANCE FORM



FINANCIAL SERVICES GROUP  
Supply Management

INVITATION TO TENDER - ITT #PS10130  
NEIGHBOURHOOD ENERGY UTILITY SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE ENERGY  
TRANSFER STATIONS

To acknowledge your intent to attend the site visit being held as per Section 00100 Instructions to Tenderers, paragraph 2.1, and to ensure that you receive the required information, please submit this form to the person identified below before close of business, **July 26, 2010**

Alison Hall  
Fax: 604-873-7057  
Email: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

**Your details:**

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_  
\_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company WILL  / WILL NOT  attend the site visit and information meeting for

**"ITT PS10130 NEIGHBOURHOOD ENERGY UTILITY SOUTHEAST  
FALSE CREEK & OLYMPIC VILLAGE ENERGY TRANSFER STATIONS"**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenderer's Initials



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

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

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

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



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

**NEU DPS Expansion - Mechanical Drawings**

<b>Drawing No.</b>	<b>Drawing Name</b>	<b>Date</b>	<b>Rev</b>
D-0211-000	Title Page	June 28, 2010	0
D-0211-001	General Notes Distribution Piping	June 28, 2010	0
D-0211-002	Overall Layout Distribution Piping	June 28, 2010	0
D-0211-101	Main Plan & Profile No.1	June 28, 2010	0
D-0211-102	Main Plan & Profile No.2	June 28, 2010	0
D-0211-103	Main Plan & Profile No.3	June 28, 2010	0
D-0211-104	Main Plan & Profile No.4	June 28, 2010	0
D-0211-105	Main Plan & Profile No.5	June 28, 2010	0
D-0211-106	Main Plan & Profile No.6	June 28, 2010	0
D-0211-107	Main Plan & Profile No.7	June 28, 2010	0
D-0211-201	Details - Sheet No.1 Distribution Piping	June 28, 2010	0
D-0211-202	Details - Sheet No.2 Distribution Piping	June 28, 2010	0
D-0211-301	Leak Detection Alarm Wiring	June 28, 2010	0

**NEU ETS Expansion - Mechanical Drawings**

<b>Drawing No.</b>	<b>Drawing Name</b>	<b>Date</b>	<b>Rev</b>
M-0243-000	ETS Legend & Notes	June 30, 2010	0
M-0243-001	ETS Hanger and Support Details	June 30, 2010	0
M-0243-002	ETS Typical Installation Details	June 30, 2010	0
M-0243-003	ETS Control and Meter Architecture	June 30, 2010	0
M-0243-MS01	ETS 1723 Main St. Heating Schematic	June 30, 2010	0
M-0243-MS02	ETS 1723 Main St. Piping Layout and Schematics	June 30, 2010	0
M-0243-CS01	ETS 1887 Crowe St. Heating Schematic	June 30, 2010	0
M-0243-CS02	ETS 1887 Crowe St. Piping Layout and Sections	June 30, 2010	0



---

INVITATION TO TENDER ("ITT") NO. PS10130  
NEIGHBOURHOOD ENERGY UTILITY  
SOUTHEAST FALSE CREEK & OLYMPIC VILLAGE  
ENERGY TRANSFER STATIONS

FORM OF AGREEMENT

between

---

and

CITY OF VANCOUVER

\_\_\_\_\_, 2010

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FORM OF AGREEMENT

THIS AGREEMENT is dated for reference **[insert date]**.

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
  
(the "Owner")

OF THE FIRST PART

AND:

**[INSERT NAME OF CONTRACTOR]**  
**[insert address]**  
(the "Contractor")

OF THE SECOND PART

**BACKGROUND**

- A. By way of an Invitation to Tender for the construction of Energy Transfer Stations, the Owner requested tenders from general contractors to perform the Work.
- B. In response to the Invitation to Tender, the Contractor submitted a tender dated **[insert date]**.
- C. After evaluating the tenders and obtaining approval of award of this Contract by the Vancouver City Council, the Owner issued a Notice of Award to the Contractor thereby creating this Contract with the Contractor for the Work based on the Contractor's tender.

**THE OWNER AND THE CONTRACTOR NOW AGREE AS FOLLOWS:**

**ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for ITT PS10130 Neighbourhood Energy Utility Southeast False Creek & Olympic Village Energy Transfer Stations located at Southeast False Creek and Olympic Village, Vancouver, British Columbia for which the Contract Documents have been signed by the Owner and Contractor and for which **[insert name of Consultant]** is acting as, and is the Consultant; and
- 1.2 do and fulfill everything indicated by the Contract Documents; and
- 1.3 commence the Work by the **6th** day of **September, 2010** and, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Project, as certified by the Consultant, by the **31<sup>st</sup>** day of **January, 2010**, in accordance with the Master Project Schedule, included as Schedule 5 of this Agreement.

## ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the tender documents that are not expressly listed in Article A-3 of this Agreement.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

## ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:
  - .1 this Agreement (including the Schedules listed in Article A-8), when executed by the Owner and the Contractor;
  - .2 Supplementary General Conditions;
  - .3 Definitions and General Conditions of the Stipulated Price Contract (CCDC 2 - 2008, not attached but incorporated by reference);
  - .4 Special Conditions;
  - .5 the Contractor's tender;
  - .6 the Invitation to Tender (not attached but incorporated by reference);
  - .7 Amendments, Addenda, Questions and Answers issued by the Owner during the ITT process as listed in Schedule 8 of this Agreement (not attached but incorporated by reference);
  - .8 Owner's Site Construction Rules;
  - .9 Drawings and Specifications listed in Schedule 4 of this Agreement; and
  - .10 Schedule 11 - Project Specific Insurance.
- 3.2 Capitalized terms used in the Contract Documents will have the meaning ascribed to such terms in the Contract Documents.

## ARTICLE A-4 CONTRACT PRICE

- 4.1 The Contract Price, which excludes HST, to do, perform and supply all the Work in accordance with, and perform all the obligations specified by the Contract Documents is **[insert Contract Price]**.
- 4.2 HST (of twelve percent (12%)) payable by the Owner to the Contractor is **[insert HST]**. This amount is not included in section 4.1.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

**ARTICLE A-5 PAYMENT**

- 5.1 Subject to GC 5.2 - Applications for Progress Payment, the Owner will pay the Contract Price to the Contractor together with applicable HST and will deduct and then make payment of the *Lien Act* holdback amount and certified deficiency holdback amounts together with such HST which may be applicable to those payments, all in accordance with the Contract Documents.
- 5.2 The payment for any Work under this Contract made to the Contractor by the Owner will not be construed as an acceptance of any Work being in accordance with the Contract Documents.
- 5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents or in an award by arbitration or court, interest at the Prime Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The Prime Rate will be the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties or between them and the Consultant will be in writing and sent to the following addresses and will be deemed to be received by the recipient:
- .1 on the date of delivery, if delivered by hand to the individual, a member of the firm or to an officer of the corporation for whom they are intended; or
  - .2 on the day following transmission, if sent by facsimile (and confirmed by documentation of successful fax transmission) or e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
  - .3 five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption.
    - (i) to the Owner at:  
  
**City of Vancouver**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4  
  
Attention: **[insert name]**  
**[insert title]**  
  
Fax No.: **[insert]**  
  
Email: **[insert]**
    - (ii) to the Contractor at:  
  
**[insert name and address]**
    - (iii) to the Consultant at:

**[insert name and address]**

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

**ARTICLE A-7 LAW OF CONTRACT**

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

**ARTICLE A-8 SCHEDULES**

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

Schedule 1 - Cash Allowances

Schedule 2 - Schedule of Prices

Schedule 3 - List of Subcontractors and Suppliers

Schedule 4 - List of Drawings and Specifications

Schedule 5 - Master Project Schedule

Schedule 6 - Performance and Labour and Material Payment Bonds

Schedule 7 - Insurance Certificate

Schedule 8 - Addenda Index

Schedule 9 - Prime Contractor Agreement

Schedule 10 Force Account Labour & Equipment Rates  
-

**ARTICLE A-9 SUCCESSORS AND ASSIGNS**

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

**ARTICLE A-10 TIME OF THE ESSENCE**

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

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

CITY OF VANCOUVER,

by its authorized signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**[INSERT NAME OF CONTRACTOR]**

by its authorized signatories:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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



**SCHEDULE 1 CASH ALLOWANCES**

The Contract Price referred to in Article A-4 of the Agreement includes the following cash allowances:

Item	Amount

**SCHEDULE 2 SCHEDULE OF PRICES**

The Contract Price referred to in Article A-4 of the Agreement include the following:

**BREAKDOWN OF TENDER PRICE SUMMARY TABLE**

The following amounts are the Tenderer’s component prices for the corresponding items listed below. The component prices and the Tender Price shown below include all labour, materials, services and other inputs, overhead and profit for and all fees in respect of the Work, except HST. The HST will be shown separately.

	<b>COMPONENT:</b>	<b>PRICE FOR EACH COMPONENT OF THE WORK</b> (INCLUDING OVERHEAD AND PROFIT):
1.	Mobilization	\$
2.	Admin. incl. Bonds& Permit Fees	\$
3.	Quality Assurance and Weld Inspection	\$
4.1	Buried Piping Civil Work	\$
4.2	Buried Piping Electrical Work	\$
4.3	Buried Piping Mechanical Work	\$
4.4	Buried Piping Thermal Pre-stressing	\$
5.1	ETS Mechanical Work	\$
5.2	ETS Electrical Work	\$
5.3	ETS Insulation Work	\$
5.4	ETS Seismic Restraints	\$
6.	Testing and Startup	\$
7.	Operation and Maintenance Manuals	\$
8.	Project Closeout and demobilization	\$
	<b>Tender Price (from Section 00310 1.0)</b> <b>(HST excluded)</b>	\$
	<b>HST</b>	\$

**BREAKDOWN OF TENDER PRICE PER PARCEL**

Pursuant to the Breakdown of Tender Price Summary Table above, the Tender Price for the Work the Tenderer shall provide a breakdown price per parcel for the following items:

	<b>COMPONENT:</b>	<b>PRICE FOR EACH COMPONENT OF THE WORK (INCLUDING OVERHEAD AND PROFIT):</b>
1.	ETS Electrical Work	\$
2.	ETS Mechanical Work	\$
3.	ETS Insulation Work	\$
4.	ETS Seismic Restraints	\$
5.	Testing and Startup	\$
	<b>Tender Price Per Parcel (HST excluded)</b>	\$
	<b>HST</b>	\$

**SCHEDULE 3 LIST OF SUBCONTRACTORS AND SUPPLIERS**

The following are the Subcontractors that the Contractor will use for the Work:

Subcontractor	Address	Division/Section Of Work

The following are the Suppliers that the Contractor will use for the Work:

Supplier	Manufacturer	Address	Item

#### SCHEDULE 4 LIST OF DRAWINGS AND SPECIFICATIONS

The following is the list of Drawings and Specifications referred to in Article A-3:

##### NEU DPS Expansion - Mechanical Drawings

Drawing No.	Drawing Name	Date	Rev
D-0211-000	Title Page	June 28, 2010	0
D-0211-001	General Notes Distribution Piping	June 28, 2010	0
D-0211-002	Overall Layout Distribution Piping	June 28, 2010	0
D-0211-101	Main Plan & Profile No.1	June 28, 2010	0
D-0211-102	Main Plan & Profile No.2	June 28, 2010	0
D-0211-103	Main Plan & Profile No.3	June 28, 2010	0
D-0211-104	Main Plan & Profile No.4	June 28, 2010	0
D-0211-105	Main Plan & Profile No.5	June 28, 2010	0
D-0211-106	Main Plan & Profile No.6	June 28, 2010	0
D-0211-107	Main Plan & Profile No.7	June 28, 2010	0
D-0211-201	Details - Sheet No.1 Distribution Piping	June 28, 2010	0
D-0211-202	Details - Sheet No.2 Distribution Piping	June 28, 2010	0
D-0211-301	Leak Detection Alarm Wiring	June 28, 2010	0

##### NEU ETS Expansion - Mechanical Drawings

Drawing No.	Drawing Name	Date	Rev
M-0243-000	ETS Legend & Notes	June 30, 2010	0
M-0243-001	ETS Hanger and Support Details	June 30, 2010	0
M-0243-002	ETS Typical Installation Details	June 30, 2010	0
M-0243-003	ETS Control and Meter Architecture	June 30, 2010	0
M-0243-MS01	ETS 1723 Main St. Heating Schematic	June 30, 2010	0
M-0243-MS02	ETS 1723 Main St. Piping Layout and Schematics	June 30, 2010	0
M-0243-CS01	ETS 1887 Crowe St. Heating Schematic	June 30, 2010	0
M-0243-CS02	ETS 1887 Crowe St. Piping Layout and Sections	June 30, 2010	0

**SCHEDULE 5 MASTER PROJECT SCHEDULE**

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

	<b>Item</b>	<b>Start</b>	<b>Complete</b>
1.	Award of Contract	August 31, 2010	N/A
2.	Mobilization	September 6, 2010	
5.	Substantial Performance of the Work	N/A	January 31, 2011
6.	Total Performance of the Work	N/A	February 28, 2011

SCHEDULE 6 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(see attached)

SCHEDULE 7 INSURANCE CERTIFICATES

(see attached)



SCHEDULE 8 ADDENDA INDEX

(see attached)

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**SCHEDULE 9 PRIME CONTRACTOR AGREEMENT**

**1.0 DEFINITIONS**

**1.1 Owner**

As defined in the Contract, the City of Vancouver as the owner of the Place of the Work.

**1.2 Prime Contractor**

The Contractor selected by the Owner to be the "prime contractor" at the Place of the Work (the "**Work Site**") pursuant to and in accordance with Section 118 of the *Workers Compensation Act* (the "**Act**") with respect to occupational health and safety only.

**2.0 RESPONSIBILITIES**

**2.1 Prime Contractor**

During the Contract, the Prime Contractor will:

- .1 notify the Owner of any changes of status with WorkSafeBC;
- .2 ensure the health and safety of all workers on the Work Site;
- .3 inform all others on the Work Site that it is the Prime Contractor;
- .4 coordinate all occupational health and safety activities for the Work Site;
- .5 do everything practicable to establish and maintain a system or process to ensure all employers at the Work Site comply with the Act and the *Occupational Health and Safety Regulations* ("**OH&S Regulation**");
- .6 review and complete a "Pre-Job Meeting Form" if requested by the Owner;
- .7 submit the Notice of Project to the WorkSafeBC;
- .8 comply with OH&S Regulation 20.2 for the general requirements of a Notice of Project;
- .9 where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5) on the Work Site, identify and designate a Qualified Coordinator to coordinate health and safety activities; and
- .10 provide the information listed in OH&S Regulation 20.3(4) at the Work Site.

**2.2 Prime Contractor's Qualified Coordinator (Construction Only)**

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

**3.0 DESIGNATION**

- 3.1** By signing this agreement, the Contractor agrees to accept all responsibilities of a Prime Contractor as outlined in Part III of the Act and the OH&S Regulation.
-

- 3.2 Any WorkSafeBC violation by the Prime Contractor may be considered a material breach of contract resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.
- 3.3 Any penalties, sanctions or additional costs levied against the Owner, as a result of the actions of the Prime Contractor, are the responsibility of the Prime Contractor.

The undersigned, having read and understood the information contained in this Agreement hereby accepts all responsibilities of the Prime Contractor for this project.

**Date:** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

**Qualified Contractor's Name:** \_\_\_\_\_

**Authorized Signature (*state title*):** \_\_\_\_\_

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SCHEDULE 10 FORCE ACCOUNT LABOUR & EQUIPMENT RATES

	Category	Regular Time (\$)	Premium Time (\$)
1.	Mechanical Foreman	\$/hr	\$/hr
2.	Journeyman Welder	\$/hr	\$/hr
3.	Journeyman Pipefitter	\$/hr	\$/hr
4.	Journeyman Plumber	\$/hr	\$/hr
5.	Foreman	\$/hr	\$/hr
6.	Labourer	\$/hr	\$/hr
7.	Journeyman Electrician	\$/hr	\$/hr



CERTIFICATE OF INSURANCE  
Project Specific Insurance

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

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V6Y 1V4  
*and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. NAMED INSURED: *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: \_\_\_\_\_

LOCATION ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT/CONTRACT: \_\_\_\_\_

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

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

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

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

**Check Additional Extensions where applicable and included:**  
 Work below ground level over 3 metres  
 Excavation, shoring, underpinning, pile driving or caisson  
 Demolition, removal or weakening of support of property  
 Blasting  
 Operation of hoist or attached machinery  
 24 months Completed Operations  
 36 months Completed Operations

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_  
POLICY PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

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

Per Occurrence: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_ Deductible Per Occurrence: \$ \_\_\_\_\_

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

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

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

7. **POLICY PROVISIONS:**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

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

These amendments are to be read in conjunction with the Definitions and General Conditions of the Stipulated Price Contract (Standard construction document CCDC2 - 2008) of the Contract Documents. Where reference is made in the Specifications to the General Conditions of Contract (GC), such reference includes these amendments.

### FORM OF AGREEMENT

Delete Pages 1 to 6 of the Standard Construction Document CCDC 2 - 2008 consisting of the "Agreement between Owner and Contractor".

### DEFINITIONS

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

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

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

7. Consultant

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

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

8. Project

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

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

14. Contract Time

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

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

15. Working Day

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

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

19. Substantial Performance of the Work

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

All references in the General Conditions to "Value Added Taxes" are deleted and replaced with "HST".

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

20. HST

HST means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;

Add the following new definitions after paragraph 20:

21. City of Vancouver or "City"

City of Vancouver means the City of Vancouver in its capacity as a regulatory body which capacity is and will at all times be deemed to be separate and apart from its capacity as the owner entering into this Agreement.

22. Council

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

23. Meaning of Terms

- .1 Where the words "shown," "indicated," "detailed," "specified," or words of similar import are used, such words shall refer to the Specifications and/or Drawings, unless expressly stated otherwise.
- .2 Where the words "directed," "permitted," "approved," "accepted," "required," "authorized," or words of similar import are used, such words shall refer to the direction, permission, approval, acceptance, requirement, or authorization of the Consultant unless expressly stated otherwise.



- .3 The expressions “perform the Work” and “construct the Work” mean “perform, construct, complete, protect, repair, maintain, and test the *Work* and every part thereof in conformity with the Contract, and variations of these expressions have corresponding meanings.
- .4 The word “including” or “includes,” or any variation thereof, when followed by an enumeration of items or things, in every case, shall be read as though the word “including” or “includes,” or the variation thereof, was followed by the words “but without restricting the generality of the foregoing” and in no case shall be presumed that the items or things enumerated are complete or exhaustive or descriptive of the whole for which the items or things are consistent parts.
- .5 The word “provide” shall mean purchase, or fabricate, inspect, transport to the Place of the Work, store, secure, protect, and install.

24. Total Performance of the Work

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

25. Certificate of Payment

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

26. Certificate of Substantial Performance

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

27. Certificate of Final Payment

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

28. Specifications

Specifications means the documents listed in Schedule 5 of the Agreement.

29. Drawings

Drawings means the drawings listed in Schedule 6 of the Agreement.

30. Construction Schedule

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

- .1 will be consistent and will incorporate the milestone dates of the Master Project Schedule - Schedule 7 of the Agreement;
- .2 contain the start and Total Performance of the Work dates set out in Article A-1 *The Work* of the Agreement; and
- .3 set out all material dates for completion of all major elements of the Work, including, but not limited to, mobilization, shop drawings, construction of the major components of the Work, commissioning, Substantial Performance of the Work, and Total Performance of the Work,

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

31. Master Project Schedule

Master Project Schedule means the master project schedule prepared by the Contractor incorporating the major milestones specified in the Tender Documents and submitted with the Tender (Schedule 7 of the Agreement).

32. Notice of Award

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

33. Notice to Proceed

Notice to Proceed means the Notice to Proceed authorizing commencement of construction, issued by the Owner following receipt of a "Building Permit" and execution of a Contract for the Work by the parties.

34. Subcontract

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

35. WCB OH&S Regulation

WCB OH&S Regulation means the *Workers' Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (British Columbia)

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Regulation 296/97, as amended by British Columbia Regulation 185/9) enacted pursuant to such Act, all as such Act or Regulation are amended or re-enacted from time to time.

36. Builders Lien Act

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

37. Loss

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

38. Claim

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

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## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### GC 1.1 CONTRACT DOCUMENTS

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

Delete 1.1.9.1 and replace it with the following:

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

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

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

Delete paragraph 1.1.12 and replace it with the following:

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

### GC 1.4 ASSIGNMENT

Add a new paragraph 1.4.2 as follows:

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

### GC 2.2 ROLE OF THE CONSULTANT

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

Paragraph 2.2.4 is amended by deleting the words, "will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT, and GC 5.7 - FINAL PAYMENT." and

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replacing same with the words "will issue the relevant certificates as provided in Article A-5 - PAYMENT of the Agreement and GC PART 5 - PAYMENT."

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

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

Add new paragraph 2.2.15. Paragraph to read:

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

### **GC 3.5 CONSTRUCTION SCHEDULE**

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

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

Add new paragraphs 3.5.2, 3.5.3 and 3.5.4 as follows:

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

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

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

- .1 The Contractor will not be entitled to any compensation unless and until the Contractor provides the Consultant with satisfactory documentation in support of the Contractor's claim for compensation.
  - .2 The amount of compensation will be limited to the unavoidable direct costs incurred by the Contractor as a result of acceleration of the Work plus a sum equal
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to ten (10) percent of such unavoidable direct costs (in lieu of all profit, overhead and other related expenses and costs).

- .3 All unavoidable direct costs claimed by the Contractor must be submitted to the Consultant for verification on a weekly basis as incurred, failing which, they will not be considered or payable by the Owner.

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

### **GC 3.8 SUBCONTRACTORS AND SUPPLIERS**

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

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

Delete paragraph 3.8.2 and substitute as follows:

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

Add a new paragraph 3.8.7 as follows:

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

### **GC 3.12 USE OF THE WORK**

Add a new paragraph 3.12.3 as follows:

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

**GC 4.2 CONTINGENCY ALLOWANCE**

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

**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

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

Add a new GC 5.1 as follows:

**GC 5.1 CONSULTANT IS PAYMENT CERTIFIER**

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

**GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

Delete Paragraph 5.2.1 and replace it with the following:

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

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

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

5.2.7 As a condition to any payment, the Contractor must first submit a Statutory Declaration on the standard Canadian Construction Association (CCA) form, declared before a notary public or commissioner for taking oaths in the Province of British Columbia stating that:

- .1 all wages for the various classes of labour, and all accounts for purchase of Products, materials, equipment, or for the rental of equipment employed in or about the Work, and amounts due to Subcontractors and Suppliers have been paid,
- .2 there are no claims or liens accruing for labour or services in connection with the Work, and
- .3 all levies, assessments and sums due under any applicable Workers' Compensation laws or similar laws in force at the Place of the Work have been fully paid.

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

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

### GC 5.3 PROGRESS PAYMENT

Paragraph 5.3.2 is deleted and replaced as follows:

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

### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

- 5.4.1 When the Contractor considers that the Work has been "completed", as the term has been defined in the *Builders Lien Act*, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or certified and apply for a review by the Consultant to establish that the Contract or subcontract forming part of the Contract has been completed.
- 5.4.2 No later than 10 calendar days after the receipt of the Contractor's list and application pursuant to paragraph 5.4.1, the Consultant will review the Work to verify the validity of the application, and determine whether or not there is Substantial Performance of the Work or the designated portion of the Work.
- 5.4.3 Where, pursuant to paragraph 5.4.2, the Consultant has determined that there is Substantial Performance of the Work or the designated portion of the Work, the
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Consultant will promptly issue the Certificate of Substantial Performance of the Work and will set the date that Substantial Performance of the Work occurred on the face of the certificate.

- .1 For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance will serve as the Contract's or Subcontract's certificate of completion and the date of the Substantial Performance of the Work stated in the certificate will be deemed to be the date of the certificate's issuance.
- .2 All deficiencies and defects in the Work will be described in reasonable detail by the Consultant and appended to the Certificate of Substantial Performance.
- .3 In addition to the holdbacks and deductions described in paragraph 5.3.2, the Owner may also holdback from payment following issuance of a Certificate of Substantial Performance of the Work an amount equal to twice the value of all deficiencies and defects identified in the Certificate of Substantial Performance or as otherwise identified and determined by the Consultant.

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

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

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

- 5.5.1 Where 45 calendar days have elapsed since the issuance of the Certificate of Substantial Performance:
    - .1 the Owner will satisfy itself that no encumbrance, claim or lien has been filed against the Place of the Work and Lien Holdback in respect of the Work, and
    - .2 the Contractor will submit to the Consultant an application for payment of the holdback amount along with the Statutory Declarations and other declarations required pursuant to paragraphs 5.2.7 and 5.2.8 of these Supplementary General Conditions.
  - 5.5.2 Where 55 calendar days have elapsed since the issuance of the Certificate of Substantial Performance and the Consultant has received the Contractor's submittals pursuant to paragraph 5.5.1, subparagraph .2, the Consultant will issue to the Owner a certificate for payment to the Contractor of all money due upon the Contract at the date of Substantial Performance of the Work, including the release of all *Builders Lien Act* holdback amounts, but retaining at least twice the estimated value of the certified deficiencies and defects.
  - 5.5.3 The Owner will within 10 calendar days of receipt of the certificate of payment from the Consultant pursuant to paragraph 5.5.2, pay to the Contractor the amount set out on the certificate unless in the meantime:
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- .1 a claim of lien is filed by the Contractor or by any person engaged by or under the Contractor against the Place of the Work,
- .2 proceedings are commenced to enforce a lien against the holdback amount, or
- .3 all or any portion of the holdback amount is required by law to satisfy any liens against the Work or other third party monetary claims against the Contractor, which are enforceable against the Owner or the Place of the Work.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

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

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

#### **GC 5.7 FINAL PAYMENT**

GC 5.7 is deleted and replaced with the following:

#### **GC 5.7 PAYMENT ON TOTAL PERFORMANCE OF THE WORK**

- 5.7.1 When the Contractor considers that there is Total Performance of the Work, the Contractor will submit to the Consultant:
  - .1 an application for final payment, and
  - .2 Statutory Declarations and other declarations in the form required by paragraphs 5.2.7 and 5.2.8.
- 5.7.2 The Consultant will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment pursuant to paragraph 5.7.1, review the Work to verify the validity of the application. The Consultant will, promptly after reviewing the Work and application for final payment, determine whether or not there is Total Performance of the Work and, if the determination is that there is not, the Consultant will give written reasons to the Contractor as to why there is not Total Performance of the Work.
- 5.7.3 Where the Consultant has concluded that there is Total Performance of the Work, the Consultant will promptly issue a Certificate of Final Payment to the Owner and the Owner will then pay to the Contractor the balance of the Contract Price within 10 Working Days of the issuance of the Certificate of Final Payment, unless in the meantime:

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

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

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

#### GC 5.8 WITHHOLDING OF PAYMENT

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

#### GC 6.1 CHANGES

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

6.1.3 The following terms and conditions will apply to any quotation for a Change Order prepared by the Contractor pursuant to GC 6.2 - *CHANGE ORDER*, and will also apply to any Change Directive issued pursuant to GC 6.3 - *CHANGE DIRECTIVE*:

- .1 The valuation for all (except previously agreed separate prices and unit prices) changes in the Work which result in an increase in the Contract Price will be based on the actual direct unavoidable costs incurred by the Contractor and will be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances, except as follows:
  - .1 the Contractor will receive combined overhead and profit equal to ten (10) percent of the direct unavoidable costs incurred by the Contractor's use of his own forces;

- .2 the Contractor will receive five (5) percent combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive (provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract);
  - .3 the Subcontractor will receive combined overhead and profit of ten (10) percent on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the Change Order or Change Directive; and
  - .4 the Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.
- .2 The valuation for all (except previously agreed separate prices and unit prices) changes in the Work which result in a decrease in the Contract Price will be based on the actual savings in all costs to the Contractor, Subcontractor and Suppliers, exclusive of markups or deductions for overhead, profit, administrative or any other indirect costs not causally related to the Change Order or Change Directive.
  - .3 The Contractor will only enter into Subcontracts with Subcontractors and Suppliers which obligate each Subcontractor and Supplier to comply with the provisions of this Part 6 - *CHANGES IN THE WORK*.
  - .4 The Contractor will specify the costs and amounts on account of each Change Order quotation or Change Directive by separately listing all GST and other applicable taxes.
  - .5 Upon the request of the Consultant, the Contractor will promptly deliver all supporting documentation, including labour, Products, services, Subcontract breakdowns and all other documentation, in order to substantiate any Change Order quotation or change in the Contract Price pursuant to a Change Directive.
  - .6 The Contractor will be responsible for having time sheets covering all personnel respecting any Change Order or Change Directive checked and approved daily by the Consultant, and claims for reimbursement of any extra wages, salaries or other expenses relating to such personnel will only be accepted when properly supported by such signed time sheets.
  - .7 All costs and expenses incurred by the Contractor and any Subcontractor or Suppliers in preparing any requested Change Order quotation or submitting, substantiating or otherwise administering a claim pursuant to a Change Order or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.
- 6.1.4 No payment on account of a Change Directive will be made and no application for payment for Work performed pursuant to a Change Directive will be considered unless

and until the Change Directive has been converted into a Change Order. All applications for payment for Work performed pursuant to a Change Order must be itemized separately from the portions of the Work not related to the Change Order, but are eligible to be included in regular monthly progress payments. No payment on account of a Change Order will be made prior to the Contractor's compliance with the terms and conditions, as applicable, set out in GC 6.2 - *CHANGE ORDER* and GC 6.3 - *CHANGE DIRECTIVE*.

6.1.5 All of the provisions of PART 5 - *PAYMENT* apply with the necessary changes to all payments made in respect of any Change Order or Change Directive (except to the extent of any inconsistency with this PART 6 - *CHANGES IN THE WORK*).

6.1.6 Despite any other terms of the Contract Documents, in no event will any change in the Work which would entitle the Contractor to any additional compensation or which would entitle the Owner to any discount on the Contract Price constitute a Change Directive.

## **GC 6.2 CHANGE ORDER**

Paragraph 6.2.1 is deleted and replaced with the following:

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

## **GC 6.3 CHANGE DIRECTIVE**

Paragraph 6.3.5 is deleted.

## **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

A new paragraph 6.4.4 is added as follows:

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

## **GC 6.5 DELAYS**

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

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

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

A new sentence is added to paragraph 6.5.3 as follows:

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

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

Delete paragraph 6.5.4 and replace with the following:

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

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

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

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

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

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

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

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

Paragraph 7.2.2 is deleted and replaced with the following:

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

A new paragraph 7.2.2A is added as follows:

- 7.2.2A Upon the payment of the amounts specified in paragraph 7.2.2, the Owner and Contractor will be released from all legal liability and obligations which under the

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

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

A new paragraph 7.2.6 is added as follows:

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

## **GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION**

Delete paragraph 8.2.1 and substitute the following:

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

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

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

Add the following at the end of paragraph 8.2.3:

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



**GC 9.1 PROTECTION OF WORK AND PROPERTY**

Add the following paragraph:

- 9.1.4 Title to all Products delivered to the Place of the Work will vest in the Owner immediately on their installation or incorporation into the Work. The Contractor will bear all risk of loss or damage to the Products, and will be responsible for all Products, until they are delivered and properly installed or incorporated into the Work.

**GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS**

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

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

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

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

**GC 10.1 TAXES AND DUTIES**

Add paragraph 10.1.3 as follows:

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

**GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

Add paragraph 10.2.6 as follows:

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

**GC 10.4 WORKERS' COMPENSATION**

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Clause GC 10.4 is deleted and replaced with the following:

**GC 10.4 WORKSAFE BC COMPLIANCE**

- 10.4.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full.
- 10.4.2 The Owner now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WCB OH&S Regulation.
- 10.4.3 Without in any way limiting the Contractor's obligations under the WCB OH&S Regulation, and by way of example only, the Contractor will:
- i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Place of the Work;
  - ii) provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WCB OH&S Regulation; and
  - iii) within five (5) Working Days of the Owner delivering the Notice of Award to the Contractor, sign and deliver to the Owner the "Prime Contractor Agreement", which is attached as Schedule 9 to the Agreement.
- 10.4.4 In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, Suppliers and others engaged in the performance of this Contract.
- 10.4.5 Prior to commencement of construction, the Contractor will:
- i) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WCB OH&S Regulation;
  - ii) post the Notice of Project at the Place of the Work; and
  - iii) provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Place of the Work.
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- 10.4.6 Within ten (10) Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor's and all Subcontractors' WorkSafeBC registration numbers.
- 10.4.7 Within five (5) Working Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with the WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- 10.4.8 The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the Owner pursuant to the Owner's statutory obligations under the WCB OH&S Regulation (Section 119 of the Workers' Compensation Act) as an "owner of a workplace". Despite the Owner's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner's obligations under Section 119 of the Workers' Compensation Act, including, without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner's staff and departments in order to ascertain what, if any, information is known or has been recorded by the Owner's staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner's staff and Owner's records for this purpose. Within five (5) Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Consultant prior to the Owner being obligated to issue the Notice to Proceed.
- 10.4.9 The Contractor will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- i) unpaid WorkSafeBC 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 WorkSafeBC to constitute a breach of the WCB OH&S Regulation or other failure to observe safety rules, regulations and practices of the WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC; or
  - iii) any breach of the Contractor's obligations under this GC 10.4.



**GC 11.1 CONTRACTOR/SUBCONTRACTOR INSURANCE REQUIREMENTS**

**11.1 GENERAL INSURANCE REQUIREMENTS**

**11.1.1** The Contractor and Subcontractors shall deliver to with the City within ten (10) Working Days of issuance of the Notice of Award, a certificate of insurance in the form of Schedule 11 to Section 00500 Agreement of the Invitation to Tender (the "Project Specific Insurance Certificate"), and where required by the City, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC.11.1.

**11.1.2** The Contractor and Subcontractor shall file with the City evidence of renewal of the insurance policies required under this GC.11.1 at least fifteen (15) calendar days prior to their respective expiry.

**11.1.3** In addition to the specific requirements below, all policies of insurance shall:

- a) be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;
- b) if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City and its mayor and council members, officers, directors, employees, volunteers and agents (collectively, "City Personnel");
- c) specifically name (i) the City and (ii) all City Personnel as additional insureds;
- d) be issued by a company or companies authorized to issue insurance policies in British Columbia and acceptable to the City;
- e) be endorsed to provide the following Notice for Policy Changes and Cancellations to the City: "It is understood and agreed that this policy will not be cancelled nor will coverage be reduced either in whole or in part, without the insurer giving at least thirty (30) days prior written notice by registered mail to the City of Vancouver (except for cancellation for non-payment of premiums, in which case applicable statutory provisions apply)"; and
- f) be issued on a policy form acceptable to the City.

**11.1.4** Unless otherwise specified, insurance shall be continuously maintained from no later than the ten (10) Working Days after issuance of the Notice of Award through to the date of Total Performance of the Work.

**11.1.5** The Contractor and each of its Subcontractors, as applicable, shall be responsible for payment of all deductible amounts.

**11.1.6** The Contractor and each of its Subcontractors, as applicable, must provide at its own cost any

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additional insurance which it is required by law to provide or which it considers necessary to appropriate.

- 11.1.7** The City will have the right to deduct amounts for which the Contractor is responsible under this General Condition from any monies which are due or may become due to the Contractor.

**11.2 SPECIFIC INSURANCE COVERAGE**

- 11.2.1** Without restricting the generality of the Contractor's release and indemnification obligations set forth elsewhere in the Contract Documents, the Contractor shall provide at the Contractor's expense the following types of insurance:

- a) **Wrap Up Liability Insurance** protecting the City, City Personnel, the Contractor, its Subcontractors and their respective agents and employees against damage arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall be maintained continuously throughout the entire term of the Contract until Total Performance of the Work, and thereafter, in the case of completed operations coverage for a further period of twenty-four (24) months and shall contain the following extensions of coverage:

- i) Broadform Property Damage and Completed Operations;
- ii) Personal Injury;
- iii) Blanket Contractual Liability;
- iv) Cross Liability and Severability of Interests Clause;
- v) Contingent Employer's Liability; and
- vi) Non-owned Automobile Liability.

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

- i) Shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
  - ii) Hoist liability;
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- iii) Operation of attached machinery;
- iv) Unlicensed and specifically licensed vehicles;
- v) Loading and unloading of vehicles; and
- vi) Contractor's pollution liability including coverage for liability arising out of hostile fire and sudden and accidental release of contaminants.

This insurance shall be for an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000) and the Contractor shall be liable for all deductible amounts.

- b) **Automobile Liability Insurance**, to be carried at all times during performance of the Work, on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.
  - c) **All-Risks Course of Construction Property Insurance** in the joint names of the Contractor, the City and all City Personnel, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the sum of the Total Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000). This insurance shall remain in full force and effect throughout the period of construction or until Total Performance of the Work, and also during any period in which the property insured is being prepared for use or occupancy and while partially used or occupied; provided all coverage may cease when the Work has been formally accepted as fully and finally complete by the City, whichever occurs first. This property insured shall include the following:
    - i) **At Site:** all materials, equipment and machinery, labour and supplies of any nature whatsoever, work in progress, including property of the insured or of others for which the insured may have assumed responsibility to be used in or incidental to the Site preparations, excavation, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured (collectively, "Property"), commencing when the Property becomes at the insured's risk, at the Site, and while there awaiting, during and subsequent to erection, installation, fabrication, repair and/or testing.
    - ii) **In Transit:** Transit coverage for Property that will form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the Continental United States of America, but excluding such Property in the course of manufacturing or processing within buildings at the
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manufacturer's or supplier's site.

- iii) **Off Site:** Off Site coverage for Property that will 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.
- d) **All Risk Contractor's Equipment Insurance:** covering all equipment owned or rented by the Contractor, its Subcontractors and their respective agents or employees against all risks of loss or damage, with coverage sufficient to allow immediate replacement. 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. In the event of a loss and upon payment of claim under this policy of insurance, the insurer will waive its 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 partent, subsidiary, affiliated or associated firms.

#### GC 11.2 BONDS

Delete paragraphs 11.2.1 and 11.2.2 and replace them as follows:

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

#### GC 12.1 INDEMNIFICATION

In paragraph 12.1.1, delete subparagraph .3.

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Delete paragraph 12.1.2.

**GC 12.2 WAIVER OF CLAIMS**

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

**GC 12.3 WARRANTY**

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

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

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

Add the following clause GC 12.4 LIENS:

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**GC 12.4 LIENS**

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

Add the following clause GC 12.5 NO PROMOTION OF RELATIONSHIP:

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**GC 12.5 NO PROMOTION OF RELATIONSHIP**

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

**GC 12.6 TRAFFIC CONTROL**

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

- a) construction warning devices and signs;
  - b) all suitable and prudent barriers, fencing and other suitable access prevention equipment;
  - c) all necessary directional or redirection signage;
  - d) all flagpersons, watchpersons and lighting equipment;
  - e) an experienced, certified traffic control supervisor dedicated strictly to coordinating, implementing, and monitoring their work and to deal with any issues that arise in connection with traffic management and control in and about the Work Sites;
  - f) maintaining safe access to the surrounding businesses - this will require the use of ramps and bridges to cross over any newly poured concrete;
  - g) maintaining safe pedestrian access around or through their work zone;
  - h) keeping sidewalk accessibility by pouring the filler walk separately, if necessary;
  - i) closing only one sidewalk at a time (no closure of both the south and north side simultaneously) while still maintaining accessibility for able bodied pedestrians within a safe provision on the roadway;
  - j) closing only one crosswalk within an intersection at any time. Three pedestrian crossings within an intersection must be retained at a minimum;
  - k) appropriate monitoring of the site, traffic set-up, and provide a 24-hour contact number in the event of an emergency;
  - l) employee parking is not allowed or provided for within the Work Sites. This causes staging and delivery constraints and is a WorkSafe BC concern;
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- m) providing communication pamphlets to residents and businesses with a telephone contact of a site superintendent and/or a traffic coordinator for the project; and
- n) scheduling and coordinating the Work as it may affect any major arterial intersections in consultation with and at the direction of the City's the Traffic Management Branch and/or the Engineer.

The Contractor will submit to the Engineer, subject to the Engineer's approval, within no fewer than five (5) Working Days before commencement of the Work, a traffic management plan showing the expected traffic management areas around the Work Sites and the Contractor's plan for managing traffic in those areas while the Work at all times beginning on commencement of the Work until Completion and, within two (2) Working Days of any request by the Engineer for modifications to the Contractor's traffic management plan after commencement of the Work, a modified traffic management plan addressing all such matters as required by the Engineer.

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

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

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

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

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

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**GC 12.7 PROVISION OF PEDESTRIAN AND VEHICULAR ACCESS**

12.7.1 The Contractor's Work will be carried out in accordance with the following requirements:

- a) maintaining safe and continuous pedestrian access at all times to all businesses within the Work Site, for example, but without limitation, supplying temporary ramps and bridges to cross over any newly poured concrete;
- b) closing only one crosswalk within an intersection at any time, and maintaining safe and continuous access to at least three pedestrian crossings within an intersection at all times;
- c) except to the limited extent permitted by clause (e) below, maintaining one lane vehicular traffic at all times despite clause (d) above, temporary closures of:
  - roadway between intersections to vehicular traffic (but only where required by the Contractor for roadway paving) will be limited to a maximum of one contiguous blocks at any given time,
  - roadway within intersections will be limited to Saturdays and Sundays only,

provided always that such temporary closures are arranged in advance with the City's Traffic Management Branch and/or the Engineer as part of the Construction Schedule review and approval process referred to in Section 3.5 of the Supplementary General Conditions.

12.7.2 At the Contractor's reasonable request, and where reasonably required for the Work and expressly provided for in the Construction Schedule approved pursuant to **GC.3.5**, the City will permit the Contractor to suspend or stop, as appropriate, curb side street parking.

12.7.3 At no time will the Contractor be permitted to utilize the Work Site for the parking of employee or other vehicles, except for those actively and reasonably required for the performance of the Work. Vehicle traffic within the Work Site must be limited to Work purposes, such as paving, staging and delivery and in full compliance with WorkSafe BC guidelines.

**GC.12.8 DAMAGES FOR DELAYS**

12.8.1 Liquidated Damages for Late Completion.

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If the Contractor fails to complete the Work by the Contract Performance Deadline as set out in Article V above, as may be modified pursuant to the provisions of the Contract Documents, then the City may deduct from any monies owing to the Contractor for the work:

- (a) as a maximum upset limit of the City's increased schedule delay costs for potential loss of Federal Infrastructure Stimulus Grant Fund contributions, an amount of CDN five hundred dollars (\$ 500.00) per day or pro rata portion for each calendar day that completion of the Work is delayed after the Contract Performance Deadline; plus
  
- (b) all direct out-of-pocket costs, such as, without limitation, costs for safety , construction contract administration, or security measures taken or equipment rented, reasonably incurred by the City as a result of such delay.

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

END OF SECTION 00800

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