



**INVITATION TO TENDER No. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION**

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Wednesday, September 7, 2010 and opened publicly at 11:00:00 A.M. Wednesday, September 8, 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

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PART A - INTRODUCTIONS**

1.0 Invitation to Tender

- 1.1 The City of Vancouver (the "City"), by this Invitation to Tender No. PS10134 (the "ITT"), invites Tenders to upgrade the Kitsilano Sewage Pump Station as described in the Contract Documents. Time is of the essence for the project and the City has pre purchased specified long delivery equipment to expedite the work with the intent of allowing the Contractor to commence work as soon as possible. Equipment supplied by the City is detailed in the Contract Documents. The pump station must be maintained in operation during the work of the project as described in the Contract Documents.

The City is also installing new forcemain piping from the Kitsilano pump station under a separate but related forcemain project. The forcemain project involves piping work outside the Kitsilano station but also includes tie-in of the new forcemain to the pump station as well as back draining of forcemains into the Kitsilano pump station.

The Kitsilano pump station contractor will be required to co-ordinate and schedule his work inside the pump station with the forcemain contractor with respect to tie-ins and back draining of forcemains into the pump station wet well as well as filling of the new forcemain. The City will provide guidance on the requirements for tie-ins and forcemain draining.

The existing pump station contains a City owned unit substation including a transformer and switch gear. The secondary voltage of the existing Motor Control Centre ("MCC") is 480 VAC three phase. A new BC Hydro service is to be installed which will utilize an outside Pad Mounted Transformer ("PMT") with a 600 VAC secondary voltage to a new Owner supplied MCC inside the station. Temporary power and temporary Variable Frequency Drives ("VFD")`s will be required to operate the station while the new MCC is installed and the new BC Hydro service is operational.

Work for the new service includes the supply and installation of primary and secondary electrical ducts and other specified items.

- 1.2 Work under this Contract includes, but is not limited to, all supervision, construction, equipment, labour, material, permits and related items required for upgrading the existing Kitsilano sewage pump station located in the City of Vancouver. The Work shall include but not be limited to:
- .1 Mobilization and demobilization for the work at the site.
 - .2 Coordination with the City in developing a schedule for the work which minimizes the construction period, details all major activities and provides the methodology for maintaining the pump station in operation during the project work. The Contractor will be the Prime Contractor and will

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assume responsibility for operating the Kitsilano pump station during the project in cooperation with the City.

- .3 The project must be completed by the dates specified in the Contract Documents.
- .4 Ensuring that the existing pump station remains fully functional during the upgrading work including the provision of temporary power for operation of the existing and new MCC.
- .5 Coordination with BC Hydro for obtaining a power service for the new station and other BC Hydro service related items, and ensuring the existing pump station remains energized as required.
- .6 Coordination with the City's forcemain contractor for forcemain tie-ins and draining of existing forcemains to the Kitsilano pump station.
- .7 Site preparation required for excavation work. The Contractor is advised that buried conduits and utilities are located on the site and the Contractor shall be responsible for locating, maintaining and safeguarding all above ground and below ground utilities.
- .8 Excavation and backfilling for related site works including the placement of all backfill materials. Offsite disposal of excavated materials.
- .9 Civil concrete work including new MCC housekeeping pad, coring for new cables and conduits, grouting all floor openings, floor repairs, installation of new exterior steel doors, waterproofing, filling holes, painting, approach steps/ramps, modifications to the washroom and wet well room and related items.
- .10 Removal of existing high voltage switch gear and transformer and replacement with a new Owner supplied MCC/ power distribution centre ("PDC") assembly complete with VFD sections and control panel.
- .11 Removal of four (4) existing pumps and replacement with two new pumps and two rebuilt pumps. New and rebuilt pumps are Owner supplied as described in the Contract Documents. Contractor will be responsible for the costs of removal and installation of new and rebuilt pumps as well as shipment to and from pump rebuild shop in Toronto, Canada.
- .12 Supply and installation of new discharge piping in the pump room including the installation of Owner supplied isolation and check valves with all other piping related items including fittings, couplings, pipe specials, pipe linings and coatings and related piping components and accessories supplied and installed by the Contractor.

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- .13 Supply and installation of all utility services outside the pump station including BC Hydro primary and secondary electrical ducts and other related appurtenances. The Owner has prepaid BC Hydro for the pad mounted transformer and for BC Hydro`s work as described in the Contract Documents.
- .14 Supply and installation of all miscellaneous metals including supports, platforms, and all related items as indicated in the contract documents.
- .15 Supply and installation of all building finishing works and hardware including metal doors, interior and exterior building painting, floor and wall finishes as indicated in the contract documents.
- .16 Supply and installation of heating, lighting and ventilation systems as indicated in the contract documents. This item also includes any ventilation ducts indicated on the drawings and in the specifications.
- .17 Supply and installation of all electrical and instrumentation systems required for the work including power service, lighting systems, MCC, PDC, VFD`S installed in MCC sections, control panel and all items required or indicated in the contract documents (MCC assembly supplied by Owner).
- .18 Supply and installation of two (2) temporary VFD panels (three VFD`s). Panels to be used for temporary installation of new and rebuild pump assemblies and will be turned over to the City at the completion of the project.
- .19 Supply and installation of new grounding system for the station ground as indicated on the drawings and in the specifications. Connection to the existing grounding system to be done to the current requirements of Canadian Electrical Code.
- .20 Supply and installation of additional MCC bucket and relay R5 as outlined in the Special Provisions and on electrical drawings.
- .21 Mounting and complete inter-connection wiring between the Owner supplied Remote Terminal Unit ("RTU") panel and the new control panel and MCC / VFD components. Schematic diagrams show the required connections. The exact new location of the RTU cabinet to be determined on site.
- .22 Supply and installation of rated junction boxes to isolate hazardous wet well area as indicated on the drawings.
- .23 Start up, testing and commissioning of all installed equipment and systems as specified in the contract documents including the provision of suppliers

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representatives for certification and calibration of supplied equipment and systems.

- .24 Correction of deficiencies found or detected during the course of the work or during start up, testing or commissioning activities.
- .25 Provision of operation and maintenance manuals as indicated in the contract documents.
- .26 Site restoration, site cleanup and landscaping including asphalt pavement, curbs, grass, sidewalks, paths, crushed rock surfacing, landscaping features including plantings, topsoil, bark mulch where indicated on the drawings.
- .27 All other items required to complete the work and provide a complete working sewage pump station as indicated in the contract documents.

1.3 Owner Supplied Equipment

To expedite the work of the contract the City has pre purchased equipment for the upgrade. The pre purchased equipment will be installed under this contract as indicated in the Contract Documents.

Pre purchased equipment includes the following items:

- .1 Motor Control Centre (MCC/PDC) complete with VFD's and control panel;
- .2 Pumping equipment;
- .3 Check valves and isolation valves for the new pump discharge piping;
- .4 Flow meter converters for installation in the pump station. Flow tubes, electrical ducting and wiring supplied and installed by forcemain contractor. See drawings for details; and
- .4 Existing RTU Cabinet.

Details for Owner supplied equipment is provided in specification section 01105 - Owner Supplied Equipment and Appendix A to specification section 01105 - Materials and Equipment. Additional equipment and materials required will be supplied and installed by Contractor.

1.4 Delivery of City of Vancouver Supplied Equipment

- .1 Owner supplied Items will be delivered to the site by the designated suppliers of the equipment. See specification section 01105.
- .2 The Contractor shall offload the equipment and install the equipment in the pump station as specified.

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- .3 Prior to site delivery and offloading, the Contractor shall:
- .1 Co-ordinate with equipment suppliers for the scheduled delivery of equipment to the site;
 - .2 Confirm what procedures and equipment are required to offload the equipment and move equipment into the pump station using existing doorways, stairs and hatches;
 - .3 Inspect all equipment delivered to site prior to offloading to confirm it is free from damage. Any damaged equipment must be brought to the suppliers and Owner's attention immediately. Contractor shall provide written acknowledgement that Owner supplied equipment has been delivered to the site, unloaded and is undamaged and is in the safekeeping of the Contractor. Failure to provide written notice will be understood to mean the Contractor has accepted responsibility of the Owner supplied equipment;
 - .4 Subsequent to offloading, the Contractor shall be responsible for storage and safekeeping of all Owner supplied equipment. Damage occurring to Owner supplied equipment subsequent to offloading shall be repaired by the Contractor unless determined otherwise by the Contractor.

- 1.5 The Tender Documents are available for viewing at:

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

2.0 SITE VISIT

- 2.1 Tenderers are invited to attend a **mandatory** site visit on **Wednesday August 25th, 2010**.

The site visit will commence at 10:00 A.M. and will be held at:

Location of meeting:

Tenderers should assemble west side of 1300 block of Arbutus Street between Cornwall and Creelman.

- 2.2 All prospective Tenderers should register for the site visit by submitting a Site Visit Attendance Form (Schedule K of Part C - Form of Tender) by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca by **Monday August 23, 2010**.

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3.0 Administrative Requirements

- 3.1 It is the sole responsibility of the Tenderer to check the City's website at <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to the ITT.
- 3.2 All Tenders are to be completed and submitted in accordance with instructions on the front page to the ITT and as provided within Part A.

4.0 Conduct of ITT - Inquiries and Clarifications

- 4.1 The City's Director - Supply Management will have conduct of this ITT, and all communications are to be directed only to the contact person(s) named on the cover page.
- 4.2 It is the responsibility of the Tenderer to thoroughly examine the ITT documents and satisfy itself as to the full requirements of the ITT. All inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the appropriate contact person shown on the cover page no later than five (5) Working Days prior to the Closing Time. If required, an addendum will be posted on the City's website.

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PART B- INSTRUCTIONS TO TENDERERS**

1.0 Introduction

This ITT is for the upgrade of the Kitsilano Sewage Pump Station. The Work includes all supervision, construction, equipment, labour, material, permits and related items required for upgrading the existing Kitsilano sewage pump station located in the City of Vancouver.

1(A) Definitions

Capitalized terms used in Part B - Instructions to Tenderers have the meanings ascribed to such terms in Part E - General Conditions (GC.1. - Definitions), unless such terms are specifically defined in this Part B - Instructions to Tenderers or the context of their use requires otherwise.

The defined terms in this Part B - Instructions to Tenderers include:

- 1A.1 **“Certificate of Existing Insurance”** means the form of certificate of existing insurance attached as Schedule “I” to Part C - Form of Tender;
- 1A.2 **“Certificate of Insurance”** means the form of certificate of insurance attached as Appendix “A” to Part D - Form of Agreement, as the same may be amended or replaced from time to time by the City;
- 1A.3 **“City”** means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*;
- 1A.4 **“Closing Time”** means the closing date, time and place as set out on the title page of this ITT;
- 1A.5 **“Contract”** means a legal agreement between the City and a Tenderer by which a Tenderer, whose Tender the City has accepted, agrees and is required to perform the Work in accordance with the Tender Documents, for which the City will pay monetary remuneration to the Tenderer in accordance with the Tender Documents;
- 1A.6 **“Contractor”** means a Tenderer whose Tender the City has accepted and to whom the Contract has been awarded;
- 1A.7 **“Form of Tender”** means the Form of Tender in Part C to the ITT;
- 1A.8 **“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;

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- 1A.9 **“Information and Privacy Legislation”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- 1A.10 **“Losses”** means, in respect of any matter, all:
- (a) direct and indirect; as well as
 - (b) 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);
- 1A.11 **“Notice of Award”** means a written notice from the City to a Tenderer that the City accepts the Tenderer’s Tender;
- 1A.12 **“Notice to Proceed”** means a written notice from the City to a Tenderer to whom a Notice of Award has been delivered, directing the Tenderer to proceed with the Work in accordance with the Tender Documents;
- 1A.13 **“Tax Legislation”** includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- 1A.14 **“Tender”** means a tender submitted to the City in response to the ITT;
- 1A.15 **“Tender Contract”** means a contract between the City and any Tenderer in relation to the tender process contemplated by the ITT formed on the City’s receipt of a Tender from the Tenderer in response to the ITT;
- 1A.16 **“Tender Documents”** mean all the documents listed in Section 11.0 - Tender Documents - Part B, and all other specifications and drawings for the Work referred to in the Tender Documents and any addenda thereto;
- 1A.17 **“Tenderer”** means any person(s) or entity(ies) submitting a Tender in response to the ITT;
- 1A.18 **“Total Tender Price”** means the total monetary amount of all prices proposed in the Tender and in accordance with Part B - Section 3.0;
- 1A.19 **“Work”** means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment

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of the requirements of the Contract Documents to be performed and fulfilled by the Contractor;

1A.20 **“Work Site”** means the area or areas where the Work is to be carried out.

2.0 Submission of Tenders

2.1 In submitting a Tender, a Tenderer must complete, as required hereby, and package, seal and return to the City, the Form of Tender and Schedules thereto and at the same time furnish the City with a Bid Bond as hereinafter described.

2.2 Unless otherwise stipulated, Tenders should be made on the Form of Tender;

2.3 Tenders should be enclosed in a sealed plain envelope, clearly marked:

"INVITATION TO TENDER No. PS10134 - "Kitsilano Pump Station Upgrade Construction" with the Tenderer's name in the upper left hand corner.

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

2.5 All blank spaces in the Form of Tender should be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations and other corrections should be initialled by all persons signing the Tender.

2.6 Tenderers must include as indicated on Schedule A to the Form of Tender, a breakdown of the Total Tender Price. These breakdown or, if requested, the "unit" prices will be used to calculate interim progress payments. Tenderers should ensure that the prices submitted accurately reflect the costs for each item. Tenderers may be required to justify the submitted breakdown.

2.7 Tenderers should submit a price for each item listed in the Form of Tender and any Schedules or other attachments thereto. Prices for items not specifically described, will be placed with the items that most fittingly describe them. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.

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2.8 Tenders will be all inclusive and will be without qualification or condition.

3.0 Total Tender Price

3.1 The Total Tender Price is to be entirely in Canadian currency and will consist of:

- (a) the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and their unit prices listed in the Schedule of Quantities and Prices; plus
- (b) all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work.

3.2 The Total Tender Price will include any and all amounts the Tenderer will accept for performing the Work and any and all costs of any kind that the Tenderer might incur in connection with the Work, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, financing and overhead and any and all profits. It will also include customs and excise import duties and WorkSafe BC assessments relating to the Work.

3.3 The City, in respect of any Tender, in order to meet budget limitations, or for any other reason, may choose to proceed with only some, but not all of the Work, as originally described in the Tender Documents, and as bid on in any Tender, and accept a Tender on that basis, in which case the scope of the Work will be reduced to those items identified in a Notice of Award as being the Work with which the City wishes to proceed and the Total Tender Price will be adjusted accordingly.

4.0 City Council

4.1 Any award of a Contract based on Tenders the City receives over two million dollars (\$2,000,000) will be subject to approval by its City Council.

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5.0 Contract

- 5.1 After approval and execution by both parties of an Agreement in form and substance of the Form of Agreement set out in Part D to the ITT, the successful Tenderer will become the Contractor for the City in respect of the Work.
- 5.2 Ownership of the improvements constructed in the Work, when completed in accordance with the Contract, will be wholly vested in and owned by the City.

6.0 Bonds

- 6.1 Each Tender will be accompanied by a Consent of Surety (Schedule "F" 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 Total Tender Price (not a dollar amount) valid for an irrevocable period of sixty (60) Working Days as security for the due execution of an Agreement in form and substance of the Form of Agreement in Part D to the ITT and the delivery of the Bonds specified below.
- 6.2 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 Part D to the ITT, delivery of a Performance Bond for 50% of the Total Tender Price and a Labour and Materials Payment Bond for 50% of the Total Tender Price and commencement of the Work. The cost of all Bond premiums will be included in the Total Tender Price.
- 6.3 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)
- 6.4 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.

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7.0 Insurance

- 7.1 The Tenderer whose Tender the City accepts will be required to maintain insurance in connection with the Work as described in the Part E - General Conditions portion of the ITT.
- 7.2 All Tenderers must submit with their Tenders a Certificate of Existing Insurance in the form annexed as Schedule "I" to the Form of Tender showing that they currently carry insurance as required in all respects under the Part E - 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.

8.0 WorkSafe BC

- 8.1 Tenderers should familiarize themselves and be prepared to comply with the WorkSafe BC ("WCB") requirements as set out in the Part E - General Conditions portion of the ITT.

9.0 Acceptance of Tenders

Notwithstanding anything to the contrary contained in the ITT or any other document, material or communication:

- 9.1 The City need not necessarily accept the Tender with the lowest bid, or any Tender, and the City reserves the right to reject any and all Tenders at any time without further explanation and to accept any Tender the City considers to be in any way advantageous to it. The City's acceptance of any Tender is contingent on its City approving funding for the Work and a Contract with a Tenderer. Tenders containing qualifications will be considered to be non-conforming Tenders in that they will fail to conform to the requirements of the Tender Documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the Tender Documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these Tender Documents, and the City, at its discretion, may consider non-conforming Tenders and accept a non-conforming Tender.
- 9.2 Where the City is of the view, in its sole discretion, that there is ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of its Tender. Such clarification may include the acceptance of any further documents or information which will then form part

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of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any other Tenderer(s) as a result of such acceptance of clarification.

- 9.3 All Tenders will remain open for the City to accept at any time for a period of sixty (60) Working Days after the Closing Time.
- 9.4 The award of a Contract will be based on the City's evaluation of the Tenders on any basis that the City considers will best serve its interests, including but not limited to the following criteria, as the City in its discretion may apply them:
- (a) the overall cost to the City represented by the Tender, including the addition of all applicable taxes to the prices quoted;
 - (b) the reputation, ability and experience of the Tenderer, Tenderer's proposed suppliers and Subcontractors and the Tenderer's senior staff and key personnel to be assigned to the Work;
 - (c) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - (d) the Tenderer's scheduling of the Work in relation to the City's schedule and the Tenderer's demonstrable ability to complete the Work within the time frame required by the City;
 - (e) the Tenderer's apparent understanding of the requirements of the proposed Work;
 - (f) the best value to the City based on quality, service, price; and
 - (g) any of other considerations the City, in its discretion, may wish to take into account.
- 9.5 If the City considers that all Tenders are priced too high, it may reject them all.
- 9.6 The City, prior to awarding of any Contract, may negotiate with the Tenderer presenting the lowest priced Tender, or with any Tenderer, for changes in the Work, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.

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- 9.7 The City will not be responsible for costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by a Tenderer as a result of or arising from its submitting a Tender or the City's acceptance or non-acceptance of any Tender or any breach by the City of any Tender Contract or arising out of any Contract award that may not have been made in strict accordance with the Tender Documents.
- 9.8 The City may award a Contract on the basis of policies and preferences not stated or otherwise than as stated in the ITT.
- 9.9 No guidelines or policies of any government, organization, entity or other body that might apply to the ITT, the tendering process contemplated thereby or a Contract, but are not requirements of law, will give rise to any legal rights on the part of any Tenderer, the Contractor, any subcontractors or others as against the City or create any liability on the part of the City.

10.0 Site Examination

- 10.1 The Work Sites are City owned property.
- 10.2 Prior to submission of Tenders, all Tenderers, at their risk and expense, will make careful examination and investigations of and regarding all Work Sites and ensure that they fully understand to their satisfaction the means of access to and from all Work Sites, the nature and scope of the Work and the requirements for the Work as shown in the drawings, specifications and other documents annexed hereto and incorporated by reference herein and of all other things necessary to the full and proper completion of the Work and the conditions under which it will be performed, and no allowances in respect of the Total Tender Price or any portion thereof will be given subsequently to the successful Tenderer for any neglect, error, interpretation or misinterpretation in that respect.
- 10.3 The City gives no guarantees of any kind in relation to any Work Sites or geotechnical information provided in or with the Tender Documents. Tenderers must evaluate such information themselves relative to actual conditions.

11.0 Tender Documents

- 11.1 The Tender Documents are as follows:
- (a) Cover Page and Table of Contents to the ITT
 - (b) Part A - Introduction to the ITT
 - (c) Part B - Instructions to Tenderers portion of the ITT;

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- (d) Part C - Form of Tender portion of the ITT, including, without limitation, all Schedules thereto;
 - (e) Part D - Form of Agreement portion of the ITT, including, without limitation Schedule 7 - Project Specific Insurance Certificate;
 - (f) Part E - General Conditions portion of the ITT;
 - (g) Part F - Supplementary General Conditions portion of the ITT;
 - (h) Part G - Specifications portion of the ITT;
 - (i) Part H - Project Scope Drawings portion of the ITT;
 - (k) Bid Bond required hereunder;
 - (l) Any addenda to any Tender Documents; and
- (collectively, the "Tender Documents").

12.0 Examination of Tender Documents

- 12.1 Each Tenderer must examine the Tender Documents carefully and thoroughly and must satisfy itself that it fully understands them and the nature and scope of the Work, and each Tenderer will make its own assessment therefrom regarding the Work Sites and any difficulties for the Work.
- 12.2 No allowance will be given subsequently to the Contractor for any error, omission or negligence on his part or for non-compliance with the requirements of this clause.

13.0 Interpretation

- 13.1 If any Tenderer is in doubt as to the true meaning and intent of any part of any Tender Documents, then, at least five (5) Working Days prior to the Closing Time, the Tenderer will contact the appropriate contact person shown on the cover page in written form only, faxed to 604-873-7057 or emailed to purchasing@vancouver.ca.
- 13.2 The City will answer and publish in writing, by way of addenda to the Tender Documents, prior to Closing Time, any requests made according to Paragraph 13.1 for clarification or interpretation of any Tender Documents. The City will not be responsible for verbal or any other explanations or interpretations thereof. To be in any way binding on the City, all such requests for clarification and interpretation must be made in writing, and the response must be confirmed in writing by way of an amendment to the Tender Documents. All

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addenda and other written notices so issued will become part of the Tender Documents and will be binding upon all Tenderers.

14.0 Taxes and Fees

- 14.1 All Tenders must take into account that the Contractor will be fully responsible for the cost and payment of all permit and licence fees and all Municipal, Provincial and Federal taxes, customs duties and other assessments and charges required in connection with the Work, except as may otherwise be indicated in the Tender Documents. The City will not be liable in any way for any such costs not included in the Tender, and the successful Tenderer will indemnify the City for and save it harmless from any and all Claims made against it with respect thereto.

15.0 Product Approval

- 15.1 Wherever any Product (as defined in the Part E - General Conditions portion of the ITT) is specified or shown herein by description of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Tender and award of the Contract will be based upon the use of such Products. Use of such Product descriptions in the Tender Documents is intended to establish a reference by which to measure the quality of the Products required for the Work. In respect of specific situations for which two or more interchangeable Products are shown or specified in the Tender Documents, the Contractor may choose which to use.
- 15.2 For approval of Products for use in substitution for those specified in the Tender Documents, Tenderers will submit a request in writing to the Engineer at least ten (10) Working Days prior to the Closing Time. Requests will clearly define and describe the Product for which approval is requested and be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the Product. Any approval by the Engineer must be in the form of an addendum to the specifications in the Tender Documents issued to all persons who have received a set of the Tender Documents.
- 15.3 The City's approval for substitute Products not specified in the Tender Documents will be given only insofar as such Products, in the City's opinion, are fully interchangeable with and of equal quality to the Products specified in the Tender Documents.

16.0 Metric Measurements and Co-Ordination

- 16.1 The Work has been designed using metric dimensions. All linear dimensions have been expressed in millimetres in whole numbers (without decimal parts)

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and in metres with fractions thereof. The unit "mm" for millimetres has been deleted from the dimensioning of the drawings.

- 16.2 Within the Specifications, the unit symbols for all metric units are included. Also, the decimal parts have been included in the Specifications where Products have been "soft converted" (i.e., when the dimensions of the Product remain the same as they are at present but are expressed in metric equivalent units). Dimensions for spacing of Products have been expressed in millimetres in whole numbers in both the Specifications and Drawings.
- 16.3 As a general rule, all dimensioning of Products and equipment has been "soft converted". Exceptions to this rule are certain Products which are presently available in metric sizes and have been "hard converted"; i.e., where the Product itself is manufactured to rational metric dimensions.
- 16.4 Where "hard conversion" Products have been specified and are available they will be supplied.
- 16.5 Care is required to ensure coordination of imperial and metric Products and in dimensioning and, in this regard, the Contractor will be entirely responsible for metric co-ordination of its Work.
- 16.6 The Contractor will ensure that all persons employed in the Work know how to use the metric system of measurement, and that they use metric references and measuring devices.

17.0 Scheduling, Coordination and Completion

- 17.1 Time is of the essence for all purposes in relation to the ITT, the Contract and the Work. This requirement can be waived only by explicit written waiver and any such waiver will not be a general waiver but will be effective only as explicitly stated in the written waiver.
- 17.2 Each Tenderer will complete and submit the Schedule B - Preliminary Construction Schedule to the Form of Tender showing the proposed critical path construction scheduling for the Work to clearly demonstrate how the Tenderer will start the Work under the Contract within five (5) Working Days upon the Owner issuing the Notice to Proceed and, subject to adjustments to scheduling pursuant to the Contract, achieve substantial performance of the Work by **March 1, 2011** and achieve total performance of the work by **March 31, 2011**.
- 17.3 The construction scheduling included in the Tender must detail scheduling for all major phases of the Work and indicate start and completion dates for each and should include scheduling for other activities as necessary.

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18.0 Excavation, Soil Support and Work Areas In Residential Neighbourhoods

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

- 18.1 The Work Sites are in high density residential areas, in close proximity to existing residences, businesses and utilities.
- 18.2 The Work Sites will be approximately as indicated in Part H - Project Scope Drawings.
- 18.3 In carrying out the Work, the Contractor will use all procedures necessary to minimize any Work related disturbance and inconvenience to all residents adjacent or near to the Work Sites and will strictly adhere to all construction procedures specified or referenced in the Contract Documents.
- 18.4 Before commencing any excavations in connection with the Work, the Contractor must inform the residents and businesses in each City block at which the excavations are to take place, regarding estimated start and finish times for the excavation activities.

19.0 Labour Rates

- 19.1 Tenders must include a completed copy of Schedule "E" to the Form of Tender ("Force Account Labour and Equipment Rates"), a list of all equipment to be used for the performance of the Work under the Contract, and the hourly rate for each piece of equipment which may be used for any extra work required by the City to be performed for payment on a "cost plus" basis. These equipment rates must be all inclusive (i.e. they must include the operator and all overhead and profit). The same must be submitted for all classes of labour.

20.0 Experience

- 20.1 Tenderers are required to confirm in the Tender that they have suitable experience for the Work. Each Tenderer will complete and submit with the Tender the Schedule "D" to the Form of Tender regarding similar projects completed, including, without limitation, the following information:
 - (a) a brief description of previous projects;
 - (b) locations;
 - (c) contract values;
 - (d) start and completion dates;
 - (e) completed on schedule or not;

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- (f) name of project owner and representative to be contacted as reference's current phone number and email address; and
- (g) names and positions of key personnel involved in the project.

21.0 List of Subcontractors and Suppliers

21.1 The Tenderer will insert in the Tender, in Schedule "C" thereto, a list of proposed subcontractors, providing their names, addresses of places of business and the part of the Work to be performed and/or the equipment or materials to be supplied by each of them. Pursuant to Schedule "C", the City reserves the right to object to any of the Subcontractors and Suppliers listed in a Tender. If the City objects to a listed Subcontractor and/or Supplier then the City will permit a Tenderer to, within five (5) Working Days, propose a substitute Subcontractor and/or Supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed Subcontractor and/or Supplier, the Tenderer may, rather than propose a substitute Subcontractor and/or Supplier, consider its Tender rejected by the City and by written notice withdraw its Tender. The City shall, in that event, return the Tenderer's bid security.

22.0 Non-Resident Withholding Tax

22.1 If a Tender is not a resident of Canada, the *Income Tax Act* of Canada requires that a certain percentage of the monies otherwise payable for the Work be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending among other things, on the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of Revenue Canada, Taxation for further details. The City will receive a credit under the Contract for monies withheld and remitted.

23.0 Release, Indemnity and Limitation

23.1 Release

Each Tenderer, in submitting a Tender, hereby releases the City and all of its officials, employees and agents from any and all liability for any Claims in respect of:

- (a) any breach of any Tender Contract by the City (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach);
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT;

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- (c) the Tenderer preparing and submitting a Tender;
- (d) the City accepting or rejecting any Tender;
- (e) the manner in which a Contract award is made; and
- (f) the City awarding no Contract in connection with the ITT.

23.2 Indemnity

Each Tenderer, in submitting a Tender, agrees to indemnify the City and its officials, employees and agents for and save them harmless from any injury, damage, loss or expense of any kind any of them may suffer, incur or experience in connection with the ITT or any Tender Contract and in respect of any claim or threatened claim by any Tenderer or any of their subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

- (a) any breach of the Tender Contract by the City (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach);
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT; and
- (c) any liability on any other basis related to the tendering process, bidding process or the Tender Contract.

23.3 Limitation of Liability

In the event that, with respect to anything relating to the tendering process, bidding process or a Tender Contract, any person having jurisdiction to decide the matter determines that the City or any of its employees, officers, officials or agents is found to have breached any duty or obligation of any kind owed to a Tenderer or its subcontractors, subconsultants or suppliers, whether at law or in equity, including, without limitation, any fundamental or material breach of a Tender Contract, or to be liable to the Tenderer or its subcontractors, subconsultants or suppliers in any other way, the City's liability therefor is limited to a maximum of One Thousand Dollars (\$1000) in Canadian currency, despite any other term or agreement to the contrary.

24.0 Dispute Resolution

- 24.1 Any dispute relating in any manner to the ITT, except disputes arising between the City and any Tenderer to whom the City has awarded the Contract, will be

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resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), as amended, as follows:

- (a) The arbitrator will be selected by the City's Director of Supply Management; and
- (b) Paragraph 23 above - *Release, Indemnity and Limitation* will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator.

25.0 Confidentiality and Privacy

25.1 All Tenders, once submitted to the City, become the property of the City, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. All Tenders, upon submission to the City, will be received and held in confidence by the City unless and to the extent that they must be disclosed pursuant to Information and Privacy Legislation or are disclosed pursuant to the award and evaluation process adopted by the City for the ITT.

26.0 Release of Information Restricted

26.1 No information regarding the ITT will be disclosed between the Closing Time and the time a Contract is awarded (or decision is made not to award the Contract).

27.0 Traffic Management Plan

27.1 The Contractor will submit to the Engineer, subject to the Engineer's approval, within 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 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.

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PART C - FORM OF TENDER**

Tenderer's Name: _____
"Tenderer"

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person.: _____ E-mail: _____

HST 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: _____

1.0 Total Tender Price and Schedule

1.1 Having fully examined and considered the Work 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 "Total Tender Price" of:

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ITT NO. _____

The Total Tender Price, which excludes HST, is

_____ dollars

and _____ cents (\$_____)

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

- (a) Work will begin within five (5) Working Days subject to approval by the City issuing the Notice to Proceed.
- (b) Substantial Performance of the Work is targeted for **March 1, 2011**.
- (c) Total Performance of the Work will be achieved by **March 31, 2011**.

The undersigned confirms that the above stated Total Tender Price is in accordance with Part B - Instructions to Tenderers, Section 3.0 Total Tender Price.

If Schedule A - Schedule of Quantities and Prices forms part of this Tender, and if there is any conflict between the Total Tender Price entered above and the correct summation of the lump sum and/or unit prices, and correct extensions of the unit prices and approximate quantities entered in the aforesaid Schedule, the said correct summation shall take precedence.

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 Total 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 Part E - General Conditions (GC 22);

Name of Tenderer

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- (c) a traffic management plan, as required by Part E - General Conditions (GC36);
- (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 by Part E - General Conditions (GC 7);
- (d) a Certificate of Insurance showing the Tenderer has all insurance coverages and requirements in place as required under Part E - General Conditions (GC 53); and
- (e) Prime Contractor Agreement, as required by Schedule J, Part C - Form of Tender.

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 Tenderer will proceed as follows:

- (a) duly execute and give to the City two (2) copies of a final Form of Agreement in form and substance of Part D - Form of Agreement of the Tender Documents within five (5) Working Days after receipt thereof from the City; and

3.2 Once a final Form of Agreement is duly executed and received the City will issue to the Tenderer a Notice to Proceed (the "Notice to Proceed"), the Tenderer will proceed as follows:

- (b) commence the Work in accordance with the Construction 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.

4.0 Conditions

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- 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 Section 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 Total 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 Schedules 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.

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6.0 Labour

6.1 The above stated Total 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)

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PART C - FORM OF TENDER**

**SCHEDULE A
SCHEDULE OF QUANTITIES AND PRICES**

The following amounts are the Tenderer's lump sum and/or unit prices for the corresponding items listed below. The lump sums prices, unit prices and the subtotal 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 Schedule A in order to meet budget limitations and award a Contract for only the remaining items.

Legend - LS = Lump Sum, m = meter

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 1 - GENERAL				
1.1	Mobilization and Demobilization	LS	1	\$	\$
1.2	Bonding, security and permits	LS	1	\$	\$
SUBTOTAL SECTION 1 (excluding HST)					\$

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 2 - FORCEMAINS				
2.1	Site Work for installation of new BC Hydro primary ducts	m	90	\$	\$
2.2	Site work for BC Hydro service installation for new PMT and secondary ducts	LS	1	\$	\$
2.3	Door access, landscaping, park walkway, site restoration and site cleanup	LS	1	\$	\$
SUBTOTAL SECTION 2 (excluding HST)					\$

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 3 - BUILDING WORK				
3.1	New exterior metal doors	LS	1	\$	\$
3.2	Washroom Modifications	LS	1	\$	\$
3.3	MMC concrete pad and miscellaneous concrete	LS	1	\$	\$
3.4	Metal work	LS	1	\$	\$
3.5	Ventilation	LS	1	\$	\$
3.6	Remove air compressor and associated air piping/electrical	LS	1	\$	\$
3.7	Other removals	LS	1	\$	\$
3.8	Painting	LS	1	\$	\$
SUBTOTAL SECTION 3 (excluding HST)					\$

Name of Tenderer

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 4 - PUMPS AND PIPING				
4.1	Remove two (2) existing pumping units and replace with two (2) new owner supplied pumping units	LS	1	\$	\$
4.2	Remove two (2) existing pumping units and replace with two (2) new owner supplied rebuilt pumping units	LS	1	\$	\$
4.3	Remove existing pump discharge piping and valves (four sets) and replace with new piping and owner supplied valves and accessories	LS	1	\$	\$
SUBTOTAL SECTION 4 (excluding HST)					\$

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 5 - ELECTRICAL				
5.1	Coordination with BC Hydro and Power Service	LS	1	\$	\$
5.2	Temporary power supply and temporary VFD's including setup	LS	1	\$	\$
5.3	Removal of existing unit substation and installation of new owner supplied MMC/PDC including VFD's and control panel	LS	1	\$	\$
5.4	Supply and install electrical systems and all field wiring	LS	1	\$	\$
5.5	Heating and lighting systems	LS	1	\$	\$
5.6	Supply and installation of smoke detector and security alarm systems	LS	1	\$	\$
5.7	Supply and installation of grounding systems	LS	1	\$	\$
SUBTOTAL SECTION 5 (excluding HST)					\$

Name of Tenderer

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 6 - TESTING AND COMMISSIONING				
6.1	Testing and commissioning pumping systems, VFD's and electrical equipment	LS	1	\$	\$
6.2	Testing and commissioning all other items	LS	1	\$	\$
6.3	Operation and maintenance manuals	LS	1	\$	\$
SUBTOTAL SECTION 6 (excluding HST)					\$

TOTAL TENDER PRICE (Section 1 + 2 + 3 + 4 + 5 + 6) <i>(excluding HST)</i>	\$
HST	\$

Transfer Total Tender Price (excluding HST) to page FT2 - Section 1.0

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**SCHEDULE B
PRELIMINARY CONSTRUCTION SCHEDULE**

Milestone Dates:

- (1) Work will begin within five (5) Working Days subject to approval by Vancouver City Council and the Owner issuing the Notice to Proceed.
- (2) Work should be substantially completed on or before **March 1, 2011**.
- (3) Total Performance of the Work will be completed by **March 31, 2011**, or such later date as both parties may agree.

Detailed Construction Schedule to be completed by Tenderer:

WORK DESCRIPTION	Sept 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	March 2011

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**SCHEDULE C
SUBCONTRACTORS and SUPPLIERS**

1.0 Subcontractors

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

The Tenderer will list below all subcontractors it intends to use in its performance of the Work, and 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".

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PART C - FORM OF TENDER**

**SCHEDULE C cont'd
SUBCONTRACTORS and SUPPLIERS**

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:	

**INVITATION TO TENDER NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION
PART C - FORM OF TENDER**

**SCHEDULE C cont'd
SUBCONTRACTORS and SUPPLIERS**

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:	

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE C cont'd
SUBCONTRACTORS and SUPPLIERS**

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:	

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE C cont'd
SUBCONTRACTORS and SUPPLIERS**

2.0 Suppliers

The Tenderer will list here all major suppliers and manufacturers it intends to use on in performing the Work.

SUPPLIER	MANUFACTURER	ADDRESS	ITEM

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE D
TENDERER'S RELATED EXPERIENCE**

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:**

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE D cont'd
TENDERER'S RELATED EXPERIENCE**

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:**

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE D cont'd
TENDERER'S RELATED EXPERIENCE**

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:**

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE E
FORCE ACCOUNT LABOUR RATES AND EQUIPMENT RATES**

(See Section 19.0 of Part B - Instructions to Tenderers)

1.0 Force Account Labour Rates

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

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

Overtime hourly rates is applicable only at prior written request of the Engineer and only for labour expended after 5:00 pm on Working Days or on any day other than a Working Day.

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PART C - FORM OF TENDER**

**SCHEDULE E Continued
FORCE ACCOUNT LABOUR RATES AND EQUIPMENT RATES**

LABOUR CLASSIFICATION	REGULAR RATE (/hr)	OVERTIME RATE (/hr)

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE E Continued
FORCE ACCOUNT LABOUR RATES AND EQUIPMENT RATES**

2. Force Account Equipment Rates

Tenderers should provide equipment rates for all equipment that will be involved in the Work. The equipment rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

It is acknowledged by the Contractor that if any portion of an hour is spent in performing the Work on a force account basis, a pro rata portion of the force account rate shall only be charged.

EQUIPMENT CLASSIFICATION	HOURLY RATE	SPECIFY MAKE & MODEL

3.0 Materials and Supplies

In the event that additional materials and supplies are required for work adjusted and or claimed pursuant to Part E - GC. 47, the Contractor will be reimbursed (after duly invoicing the City) at cost plus a mark up of fifteen percent (15%) to compensate the Contractor for all overhead and profit.

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**SCHEDULE F
CONSENT OF SURETY**

PROJECT

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 ten (10) 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:

**INVITATION TO TENDER NO. PS10134
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PART C - FORM OF TENDER**

**SCHEDULE G
PROPOSED KEY PROJECT PERSONNEL**

The following are the Key Project Personnel we propose to use for the Work:

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

**INVITATION TO TENDER NO. PS10134
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**SCHEDULE H
EXCAVATION SUPPORT SYSTEM DETAILS**

The Tenderer shall provide support system details for any excavations greater than 1.2m as shown in Part G, Specifications and provide confirmation that the proposed support system has "WorkSafeBC" approval.

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule. Each such additional page and/or separate document must be clearly marked "PS10134 - Part C - Form of Tender - Schedule H", and must be signed by the Tenderer.

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SCHEDULE "I"



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

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

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

**INVITATION TO TENDER NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION
PART C - FORM OF TENDER**

**SCHEDULE J
PRIME CONTRACTOR AGREEMENT FORM**

Definitions:

Owner	The City of Vancouver. According to the <i>Workers Compensation Act (Part 3, Division 1)</i> .
Prime Contractor	A contractor designated by the owner (City) to be the Prime Contractor on a project with respect to occupational health and safety only.

Responsibilities:

Prime Contractor Candidate

- Provide a copy of their WCB "Clearance Letter", a signed copy of this document and all other documents requested in the tender.

The Prime Contractor will notify the City of any changes of status with the WCB during the course of the project.

Prime Contractor

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

- Conduct all necessary and appropriate inquiries of all relevant City staff and records as the City's authorized agent in order to verify in writing to the City that the City has given to the contractor all information known to the City that is necessary to identify and eliminate or control hazards to the health and safety of persons at the site.
- Carefully review, and plan to address, all hazards identified in the Pre-Contract Hazard Assessment (Appendix B).
- Review and complete the Pre-Job Meeting Form (Appendix D) with the Contract Liaison.
- Maintain and make available, the documents listed on the Pre-Job Meeting Form, where applicable.
- Inform all other employers of the workplace their designation as Prime Contractor for the project.
- Coordinate all occupational health and safety activities for the project.
- Establish and maintain a system or process that will ensure compliance with the WCB OH&S Regulation when visitors (i.e. couriers, inspectors, suppliers, etc.) enter a multiple-employer workplace. The Prime Contractor will thus be responsible for site orientation and hazard communication.

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- Establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act (Part 3, Section 118)* and the WCB OH&S Regulation.
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure or coordinate first aid equipment and services as required by the WCB OH&S Regulation.
- On a Construction Project, submit the Notice of Project (NOP) to the WCB a minimum of 24 hours before construction commences. (See WCB OH&S Regulation section 20.2 for the general requirements of a Notice of Project.)
- On a Construction Project, provide the information listed in WCB OH&S Regulation section 20.3(4).
- On a Construction Project, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.

Prime Contractor's Qualified Coordinator (Construction Only)

- Coordinate all health and safety activities for the project.
- Ensure that all workers at the workplace are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the workplace.
- Ensure hazards are addressed throughout the duration of the work activity.
- Post workplace drawings showing where first aid is located, emergency transportation system for injured workers, and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' Qualified Persons are.

Designation:

By signing this agreement, the contractor accepts all responsibilities of a **Prime Contractor** as outlined in the City's Multiple-Employer Workplace / Contractor Coordination Program (2003), *Workers Compensation Act (Part 3, Division 3, Section 118)*, and WCB OH&S Regulation.

As a contractor signing this agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers' Compensation Board (WCB) Occupational Health and Safety Regulation and the *Workers Compensation Act (Part 3, Division 3, Section 118)*.

Any WCB violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.

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Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understood the information above.

By signing this agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the **Prime Contractor** for this project.

Contract #: _____ **Date:** _____

Firm Name: _____

(Construction Only)

Qualified Coordinator's Name: _____

Signature of Prime Contractor: _____

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**SCHEDULE K
SITE VISIT MEETING ATTENDANCE FORM**



FINANCIAL SERVICES GROUP
Supply Management

**INVITATION TO TENDER - ITT #PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION**

To acknowledge your intent to attend the site visit meeting being held as per Part B 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, **Monday August 23, 2010.**

Alison Hall
Fax: 604-873-7057
Email: 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 PS10134 KITSILANO PUMP STATION UPGRADE CONSTRUCTION"**

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date

**INVITATION TO TENDER NO. PS10134
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PART C - FORM OF TENDER**

**SCHEDULE L
TENDERER'S CHECKLIST**

Before submitting your Tender, check the following points:

1. Has your Tender been signed, witnessed and sealed?
2. Have all pages of the Form of Tender been initialed?
3. Have you enclosed your Bid Bond?
4. Have you enclosed the Consent of Surety, signed and sealed by your proposed Surety?
5. Have you completed and provided all documentation required in all Schedules in the Form of Tender?
6. Have you shown in the Form of Tender the time for completion of the Work?
7. Have you listed all your Subcontractors?
8. Have you listed your experience in similar work and provided contact information for references?
9. Have you listed your key staff?
10. Are the documents complete?
11. Have you completed Paragraph 6 of the Form of Tender regarding labour?
12. Have you included a letter from your insurer and reviewed with your insurer the insurance requirements in Section GC 53 of the Part E - General Conditions portion of the Tender Documents?
13. Have you included a Certificate of Existing Insurance in the form of Schedule I, Part C - Form of Tender?

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

INVITATION TO TENDER NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION
PART D - FORM OF AGREEMENT



INVITATION TO TENDER ("ITT") NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION

FORM OF AGREEMENT

between

and

CITY OF VANCOUVER

_____, 2010

INVITATION TO TENDER NO. PS10134
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PART D - FORM OF AGREEMENT

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INVITATION TO TENDER NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION
PART D - FORM OF AGREEMENT

FORM OF AGREEMENT

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

BETWEEN:

CITY OF VANCOUVER
453 West 12th 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 PS10134 Kitsilano Pump Station Upgrade Construction , 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 PS10134 Kitsilano Pump Station Upgrade Construction located at the Kitsilano sewage pump station located in the City of Vancouver 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

**INVITATION TO TENDER NO. PS10134
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- 1.3 commence the Work by the [day] day of [month], [year] and, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Project by the [day] day of [month], [year] and Total Performance of the Project by the [day] day of [month], [year] as certified by the Consultant, in accordance with the Construction 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;
 - .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; and
 - .9 Drawings and Specifications listed in Schedule 4 of this Agreement.
- 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].

**INVITATION TO TENDER NO. PS10134
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- 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 SGC 1.0 - 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:

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City of Vancouver
453 West 12th 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 - Construction Schedule

Schedule 6 - Performance and Labour and Material Payment Bonds

Schedule 7 - Insurance Certificate

Schedule 8 - Addenda Index

Schedule 10 Force Account Labour & Equipment Rates
-

**INVITATION TO TENDER NO. PS10134
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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.

**INVITATION TO TENDER NO. PS10134
KITSILANO PUMP STATION UPGRADE CONSTRUCTION
PART D - FORM OF AGREEMENT**

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.

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SCHEDULE 1 CASH ALLOWANCES

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

Item	Amount

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SCHEDULE 2 SCHEDULE OF PRICES

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

SCHEDULE OF QUANTITIES AND PRICES

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 1 - GENERAL				
1.1	Mobilization and Demobilization	LS	1	\$	\$
1.2	Bonding, security and permits	LS	1	\$	\$
SUBTOTAL SECTION 1 (excluding HST)					\$

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 2 - FORCEMAINS				
2.1	Site Work for installation of new BC Hydro primary ducts	m	90	\$	\$
2.2	Site work for BC Hydro service installation for new PMT and secondary ducts	LS	1	\$	\$
2.3	Door access, landscaping, park walkway, site restoration and site cleanup	LS	1	\$	\$
SUBTOTAL SECTION 2 (excluding HST)					\$

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 PART D - FORM OF AGREEMENT

SCHEDULE A Continued
 SCHEDULE OF QUANTITIES AND PRICES

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 3 - BUILDING WORK				
3.1	New exterior metal doors	LS	1	\$	\$
3.2	Washroom Modifications	LS	1	\$	\$
3.3	MMC concrete pad and miscellaneous concrete	LS	1	\$	\$
3.4	Metal work	LS	1	\$	\$
3.5	Ventilation	LS	1	\$	\$
3.6	Remove air compressor and associated air piping/electrical	LS	1	\$	\$
3.7	Other removals	LS	1	\$	\$
3.8	Painting	LS	1	\$	\$
SUBTOTAL SECTION 3 (excluding HST)					\$

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 4 - PUMPS AND PIPING				
4.1	Remove two (2) existing pumping units and replace with two (2) new owner supplied pumping units	LS	1	\$	\$
4.2	Remove two (2) existing pumping units and replace with two (2) new owner supplied rebuilt pumping units	LS	1	\$	\$
4.3	Remove existing pump discharge piping and valves (four sets) and replace with new piping and owner supplied valves and accessories	LS	1	\$	\$
SUBTOTAL SECTION 4 (excluding HST)					\$

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 5 - ELECTRICAL				
5.1	Coordination with BC Hydro and Power Service	LS	1	\$	\$
5.2	Temporary power supply and temporary VFD's including setup	LS	1	\$	\$
5.3	Removal of existing unit substation and installation of new owner supplied MMC/PDC including VFD's and control panel	LS	1	\$	\$
5.4	Supply and install electrical systems and all field wiring	LS	1	\$	\$
5.5	Heating and lighting systems	LS	1	\$	\$
5.6	Supply and installation of smoke detector and security alarm systems	LS	1	\$	\$
5.7	Supply and installation of grounding systems	LS	1	\$	\$
SUBTOTAL SECTION 5 (excluding HST)					\$

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**SCHEDULE A Continued
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description of Work	Unit	Est. Qty.	Unit Price Bid	Amount Bid
	SECTION 6 - TESTING AND COMMISSIONING				
6.1	Testing and commissioning pumping systems, VFD's and electrical equipment	LS	1	\$	\$
6.2	Testing and commissioning all other items	LS	1	\$	\$
6.3	Operation and maintenance manuals	LS	1	\$	\$
SUBTOTAL SECTION 6 (excluding HST)					\$

TOTAL TENDER PRICE (Section 1 + 2 + 3 + 4 + 5 + 6) <i>(excluding HST)</i>	\$
HST	\$

**INVITATION TO TENDER NO. PS10134
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COST PLUS WORK

Description of Cost Plus Work	Price for Cost Plus Work

SEPARATE AND ALTERNATE PRICES FOR OPTIONAL WORK

The following separate and alternate prices are quoted for optional work and include all overhead, profit and taxes, excluding HST. These prices if accepted by the Owner will be incorporated into and form part of the Contract Price, pursuant to the Contract Documents.

Description of the Separate Price Work	Amount (Add) \$

No.	Description of Alternative Price Work	Amount (Deduct) \$	Amount (Add) \$

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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

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SCHEDULE 4 LIST OF DRAWINGS AND SPECIFICATIONS

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

[insert]

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SCHEDULE 5 CONSTRUCTION SCHEDULE

Attached is the Construction Schedule referred to in Article A-1 of the Agreement. The milestones set out in the Construction Schedule will be incorporated pursuant to GC 22.0 of the General Conditions.

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SCHEDULE 6 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(see attached)

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PART D - FORM OF AGREEMENT**

SCHEDULE 7 INSURANCE CERTIFICATE



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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF 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: _____ POLICYNUMBER: _____
POLICY PERIOD: From _____ To _____

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

Per Occurrence: \$ _____ Aggregate: \$ _____ Deductible Per Occurrence: \$ _____

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

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

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 _____

Dated: _____

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

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SCHEDULE 8 ADDENDA INDEX

(see attached)

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SCHEDULE 9 FORCE ACCOUNT LABOUR & EQUIPMENT RATES

**INVITATION TO TENDER NO. PS10134
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ARTICLE IX - SUCCESSORS AND ASSIGNS

The Agreement will be binding upon and will ensure to the benefit of the successors and assigns of the respective parties hereto.

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

CITY OF VANCOUVER

BY:

Print Name and Title

CONTRACTOR

BY: _____ C/S
Authorized Signatory

Print Name and Title

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PART E - GENERAL CONDITIONS**

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GC.1. DEFINITIONS

Where used in the Form of Agreement (including its Schedule), Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), Bonds, General Conditions, Specifications and Drawings, Addenda (if any) or any other documents forming part of the Contract Documents, the following terms have the respective meanings ascribed to them below:

- a) "**Bid Bond**" is defined in Part B - Instructions to Tenderers Section 7.0;
- b) "**Certificate of Substantial Performance**" means subject always to GC.60 and to the warranty under GC.51, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved;
- c) "**Certificate of Total Performance**" means, subject always to GC.60 and to the warranty under GC.51, a certificate issued by the Engineer accepting the Contractor's certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents;
- d) "**City**" means the City of Vancouver as a municipal corporation continued pursuant to the *Vancouver Charter*;
- e) "**Contract Amount**" is defined in Article A-4 of Part D - Form of Agreement or Agreement;
- f) "**Contract Documents**" is defined in Article A-3 of the Form of Agreement or Agreement;
- g) "**Contract Performance Deadline**" means **March 31, 2011**;
- h) "**Contractor**" or a pronoun in place thereof, means the person or persons who have undertaken to carry out and perform the Work pursuant to the Contract;
- i) "**Detailed Design Drawings**" means drawings, plans, sketches and/or details provided by the Engineer that are specific to the Works.
- j) "**Drawings**" means all plans, profiles, drawings, sketches or copies thereof exhibited, used or prepared for or in connection with the Work embraced under the Contract, including the Detailed Design Drawings and the Standard Design Drawings;
- k) "**Engineer**" means the Engineer or his/her delegate, who may be an employee of the City or an independent engineer engaged by the City on its behalf;
- (l) "**Form of Agreement or Agreement**" means the agreement in final form entered into between the Contractor and the City in form and substance of the Form of Agreement forming part of the Tender Documents;

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- m) **"Form of Tender"** means the form of tender forming part of the Tender Documents, including its Schedules "A" through "J";
- n) **"Invitation to Tender"** means the invitation to tender for PS10134 Kitsilano Pump Station Upgrade Construction work in the City of Vancouver, together with all its attachments, schedules, supplements and amendments;
- o) **"Instructions to Tenderers"** means Part B - Instructions To Tenderers forming part of the Tender Documents;
- p) **"General Conditions"** means Part E - General Conditions and **"GC ____"** means the particular general condition identified by number;
- q) **"Labour and Material Payment Bond"** is defined in Section 6.0 of Part B - Instructions to Tenderers.
- r) **"Notice of Award"** is defined in Section 2.0 of Part C - Form of Tender;
- s) **"Notice to Proceed"** is defined in Section 3.0 of Part C - Form of Tender;
- t) **"OH&S Regulation"** means *Occupational Health & Safety Regulation* (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to the *Workers Compensation Act* (British Columbia), as such Regulation is amended or re-enacted from time to time;
- u) **"Other Contractors"** means any person, firm or corporation employed by or having a contract with the City and/or associated parties otherwise than through the Contractor;
- v) **"Performance Bond"** is defined in Section 6.0 of Part B - Instructions to Tenderers.
- w) **"Plant"** means every temporary or accessory means necessary or required to carry on or complete the Work and extra work, in the time and manner herein provided including, without limiting the generality of the foregoing, all tools, fixed and moveable machinery, engines, motor vehicles, trucks, compressors, all temporary structures such as workshops, sheds, storehouses, shoring forms, trestles and hoardings and all other appliances, apparatus or equipment of every sort, kind and description whatsoever;
- x) **"Prime Contractor"** means the Contractor, as that term is defined in section 118(1) of the WCA, and used in the WCA, the OH&S Regulation and by WorkSafeBC;
- y) **"Prime Contractor Agreement"** means the agreement to be entered into between the City and the Contractor in Part C - Form of Tender attached as Schedule J;

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PART E - GENERAL CONDITIONS

- z) **"Products"** means material (including but not limited to backfill), machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Contract Documents;
- aa) **"Site"** means the place or places where the Work under the Contract is to be carried out, erected, built or constructed;
- bb) **"Standard Design Drawings"** means drawings from the City's Engineering Standards. These drawings may include but not be limited to drawings, sketches, and/or plans from the City's Streets, Sewers, Utilities, Water Works or other City department standards.
- cc) **"Subcontractor"** means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefor;
- dd) **"Substantial Performance"** means the stage of completion of all of the Work, as certified by the Engineer, when:
- the Work is ready for use or is being used for its intended purpose; and
- the total of incomplete, defective and deficient Work can be completed at an estimated cost of no more than 3% of the Contract Price.
- ee) **"Surety"** means the company which executes a bond required by the Contract to be furnished to the City;
- ff) **"Tables"** means information provided in a tabular format within the Specifications.
- gg) **"Tender Documents"** is defined in Section 11.- of Part B - Instructions to Tenderers.
- hh) **"Total Performance"** means when all the Work, including all deficiencies but excluding any correction of completed Work that appears during the Warranty Period or other on-going warranty or guarantee as provided by the Contract Documents, has been performed as required by the Contract Documents, as certified by the Engineer;
- ii) **"Warranty"** and **"Warranty Period"** are defined in GC. 51;
- jj) **"Waterworks Connection Database Service Lists"** means information from the City's database showing location and material of existing water services.
- kk) **"WCA"** means the *Workers Compensation Act* (British Columbia), including without limitation, all regulations enacted pursuant to it, as such Act or regulations are amended or re-enacted from time to time;

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- ll) **“Work”** or **“Works”** means (unless the context requires a different meaning) the whole of the Work as described in the Form of Tender, including all materials, matters, Products and things required to be done or supplied therefore, and all work(s) mentioned or referred to in the Contract Documents, including all extra or additional work or materials, matters or things which may be ordered by the City of the Engineer as herein provided;
- mm) **“Working Day”** means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia); and
- nn) **“WorkSafeBC”** means the Provincial body which is responsible for administering and implementing the WCA, and the OH&S Regulation, and includes the Workers’ Compensation Board.

GC.2. INTERPRETATION

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

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

The Engineer will furnish from time to time such detail drawings and information as the Engineer may consider necessary for the Contractor’s guidance. These detail drawings will take precedence over the Drawings initially forming part of the Tender documents, and will be considered as explanatory of them and not as indicating changes in the Work.

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

the portion of the Contract Documents most favourable to the City will be deemed to be correct;

the more specific provision will take precedence over the less specific;

the more stringent in respect of the Contractor will take precedence over less stringent; and

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the more expensive item will take precedence over the less expensive.

GC.3. PERSONAL EXAMINATION

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

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

GC.4. CONTRACT AMOUNT

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

The Contractor must include in the Contract Amount all cash allowances mentioned in the Specifications, if any, which allowances must be expended in whole or in part as the Engineer directs, the Contract Amount being adjusted in conformity

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therewith. The Contract Amount includes such sums for expenses and profit on account of such cash allowances as the Contractor requires.

GC.5. PERFORMANCE BOND

The Contractor, together with a surety company acceptable to the City, which is authorized and licensed to carry on business in British Columbia and has an office in British Columbia, will be required to enter into a performance bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Amount as surety for the due and proper performance of the Contract including Warranty. The expense of the performance bond will be borne by the Contractor.

GC.6. LABOUR AND MATERIALS PAYMENT BOND

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

GC.7. WorkSafeBC COMPLIANCE AND CONTRACTOR TO BE PRIME CONTRACTOR

- a) Payment of WCA and WorkSafeBC Assessments - The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, all WCA and WorkSafeBC required coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WCA and WorkSafeBC required coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until all WCA and WorkSafeBC required premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.
- b) **Designation of Contractor as Prime Contractor** - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of WorkSafeBC and the WCA.
- c) **Prime Contractor's Obligations** - Without in any way limiting the Contractor's obligations under WorkSafeBC and the WCA, and by way of example only, the Contractor will:
 - i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site;

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- 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 WorkSafeBC requirements and the WCA; and
 - iii) within ten (10) Working Days of the City giving the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached.
- d) **General WorkSafeBC Obligations** - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and in strict compliance with the WCA, and will ensure that all City, WorkSafeBC and WCA safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- e) **Notice of Project** - At least twenty-four (24) hours prior to commencement of construction, the Contractor will:
- (i) complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the OH&S Regulation;
 - (ii) post the Notice of Project at the Site; and
 - (iii) will provide a copy of the Notice of Project to the City and confirm in writing that (i) and (ii) above have been complied with.
- f) **Initial Proof of WorkSafeBC Registration/Good Standing** - Within ten (10) Working Days of the City giving the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Subcontractor's WorkSafeBC/WCA registration numbers.
- g) **Subsequent Proof of WorkSafeBC Registration/Good Standing** - Prior to execution of the Contract and prior to commencing the Work under the Contract, the Contractor must provide a letter from WorkSafeBC confirming the Contractor's and all Subcontractors' registrations and that all assessments have been paid to the date thereof by each. Throughout the term of the Contract the Contractor must and the Contractor must require that all Subcontractors maintain such coverage and pay such assessments as will protect them, the City and the Engineer from claims under the WCA. Concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and under the WCA, and that all assessments have been paid to date of application for payment.

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- h) **Pre-Contract Hazard Assessment** - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under Section 119 of the WCA as an "owner of a workplace". Despite the City's statutory obligations, the Contractor as Prime Contractor now acknowledges and agrees that it may not rely on any such "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within ten (10) Working Days of the City giving the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Engineer prior to the City being obligated to issue the Notice to Proceed.
- i) **Special Indemnity Against WorkSafeBC Non-Compliance** - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- i) unpaid WorkSafeBC/WCA 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 WorkSafeBC to constitute a breach of the WCA, the OH&S Regulation, or any other requirements of WorkSafeBC, including any and all fines and penalties levied by -WorkSafeBC; or
 - iii) any breach of the Contractor's obligations under this General Condition.
- j) **Prime Contractor Agreement Form** - The Contractor must complete and sign and deliver the Prime Contractor Agreement in the form set out in Schedule J Part C Form of Tender prior to commencing any work on the Site.
- k) **Safety Regulation Enforcement** - Should the Engineer witness the Contractor or an agent of the Contractor in violation of the WCA or WorkSafeBC safety regulations, the Contractor will be notified verbally. If the violation of the WCA or WorkSafeBC safety regulations continues, the Engineer will notify the

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Contractor of the violation in writing and ask the Contractor to remedy the violation. If the Contractor is unable or unwilling to remedy the violation, in addition to any other remedy the City may have under the Contract Documents, the Contract may be terminated by the City immediately, and without liability to the City.

GC.8. LABOUR

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

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

GC.9. COMMENCEMENT AND COMPLETION OF THE WORK

The Contractor must not commence the Work or procure any material therefor until it has received the Notice to Proceed from the City. Forthwith after the receipt of the Notice to Proceed, the Contractor must at once begin and continuously carry on to completion (subject as herein provided) and must

complete and give full possession thereof on or before the date specified by the Contractor in its tender, unless a longer period is allowed in writing by the Engineer in which case it must be carried on to completion and possession given to the City within the additional time so allowed. No progress or interim estimate or certificate will release the Contractor or its surety from any responsibility or may be taken as evidence of any such release, or as an acceptance of any Work or material, or as a waiver of any condition herein. The whole Work and every portion and detail thereof must, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular aspect; all surplus and refuse material and rubbish removed from the vicinity of the Work; the premises left in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sodding, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to its work, made good; all wages paid, and every other requirement of the Contract complied with. In case of the Contractor's failure to finish the Work properly and fully, and as required, or in case of the Work or any part thereof being taken out of its hands, as provided in these General Conditions, the City may proceed to finish the Work for the Contractor as its agent in this respect and at the Contractor's expense or proceed as provided in GC.62.

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

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

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

GC. 10. DELAY IN PROGRESS OF THE WORK

a) Delays

- i) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the City, the Engineer or anyone employed or engaged by them, contrary to the provisions of the Contract Documents, (other than as a result of lockouts, strikes or other labour disputes involving the City or its employees, which circumstances are covered by paragraph (a)(iii) below), then the time fixed herein for

completion will be extended for such reasonable time as the Engineer may decide.

- ii) If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by a court or other public authority and provided that such Stop Work Order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by him directly or indirectly, then the time fixed for completion herein will be extended for such reasonable time as the Engineer may decide.

- iii) If the Contractor is delayed in the performance of the Work by unforeseeable causes beyond the Contractor's control (which causes, for the purposes of this paragraph do include lockouts, strikes or other labour disputes involving the City or its employees, but do not include (A) lockouts, strikes or other labour disputes involving the Contractor, its subcontractors, suppliers or their respective employees, (B) delays by common carriers supplying goods or services necessary for the Work, where other carriers are available, and (C) unfavourable weather conditions of any kind, given that the Contractor is familiar with the weather conditions applicable to the Site and should have allowed for the same in its tender), then the time fixed for completion herein will be extended for such reasonable time as the Engineer may decide, but

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in no case will the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor will not be entitled to payment for any costs, loss, or damages incurred as the result of such delay.

- iv) The Engineer may, from time to time and for such period as the Engineer may deem expedient, suspend in whole or in part, the performance of the Work under the Contract, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- v) No extension will be made for delay unless written notice of claim is given to the Engineer not later than seven (7) calendar days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim will be necessary.
- vi) In the event that the Work is delayed or suspended in accordance with:

paragraphs (a)(i) or (iv) of this GC.10, the Contractor will not be entitled to make any claim by reason of such delay or suspension for any losses, costs or damages except and unless, within seven (7) calendar days of the occurrence of such delay or suspension, the Contractor must give notice in writing to the Engineer of the basis of its claim. Such claim will be limited to such unavoidable direct costs (excluding all charges for storage of Products, Plant, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the Engineer. In the case of a delay as described in paragraph (a)(i) or a suspension pursuant to paragraph (a)(iv), a sum equal to five percent (5%) of such approved, unavoidable direct costs (in lieu of all profit) will also be allowed. Despite any other term of this Contract, in no event will the City's liability for any delay claim (whether under this GC.10 or otherwise, at law or in equity, in contract or in tort) exceed the lesser of one thousand dollars (\$1000.00) for each Working Day of delay or two percent (2%) of the Contract Amount. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the Engineer for verification on a weekly basis as incurred, failing which, they will not be considered nor payable by the City. Authorization for any payment of the claim will only be given by written Work Order, duly signed and issued by the Engineer; and

paragraphs (a)(ii) or (a)(iii), the Contractor will not be entitled to payment for any costs, loss or damages incurred as the result of such delay and despite any other term of this Contract, the City will incur no

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liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.

b) Non-Avoidance

No delay or suspension described in this GC.10 will vitiate or avoid the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the City elects to the contrary.

c) Resumption of Work

At the end of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the Engineer requiring the resumption of work, the Contractor must at once resume the performance of the Work and diligently carry on the same under the direction of the Engineer.

d) Continuance of Work After Time Fixed for Completion

The Contractor must not construe any direct or inferred permission to continue work after expiry of time for completion of the Work, as stipulated in the Contract or as amended by the order of the Engineer, as a waiver of damages for non-compliance with the requirement for the completion of the Work by or within such time. The Engineer may withhold such amounts from amounts otherwise due to the Contractor as the Engineer deems necessary to satisfy claims by the Engineer, the City or by Other Contractors caused by such non-compliance with the requirement for the completion of the Work by or within such time.

e) Restriction of Delay Claims

Despite any other term of the Contract Documents, including without limitation this GC.10 and GC. 47 - *Alterations, Extras, Deductions and Claims*, in no event will the Contractor be entitled to make any extra or delay claim or seek any other form of compensation either in contract or in tort, at law or in equity, on account of any delay or work stoppage ordered by the Engineer

(i) on account of any emergency pursuant to GC.24 - *Emergencies*, or

(ii) in order to investigate, mitigate or otherwise supervise or administer any potential discovery of heritage artifacts, environmental contamination, or other matter requiring a stoppage or suspension of the Work in order to comply with environmental, aboriginal, heritage, burial or other similar regulatory requirements.

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GC.11. SPECIFICATIONS AND DRAWINGS

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

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

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

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

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

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

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

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

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GC.12. SHOP DRAWINGS

- a) The Contractor must submit, with such promptness so as to cause no delay in its work, or that of any Other Contractor, one (1) sepia and one (1) copy of all shop or setting drawings and schedules required for the Work of the Contractor, and the Engineer will pass upon them with reasonable promptness. The Contractor must make any corrections required by the Engineer, and file with the Engineer one (1) sepia and one (1) copy.
- b) The Engineer's review of shop drawings or schedules will not relieve the Contractor from responsibility for deviations from Drawings and Specifications unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission, nor will it relieve the Contractor from the responsibility for errors of any sort in shop drawings or schedules.

GC.13. RECORD PLANS

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

GC.14. ENGINEER SOLE JUDGE (intentionally omitted)

GC.15. ENGINEER'S ABSENCE

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

GC.16. ACCESS AND ASSISTANCE

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

GC.17. NOTICES TO CONTRACTOR

During the continuance of the Work, the Contractor must maintain an office within the Greater Vancouver area equipped with a telephone and must have in this office on all Working Days between 8:30 a.m. and 4:30 p.m. an official of the Contractor.

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Before commencement of construction, the Contractor must provide the Engineer with a list of at least three (3) persons who have authority to act on behalf of the Contractor in times of emergency. At least one on the list must be available at all times beyond the normal working hours of the City (9:00 a.m. to 5:00 p.m., on all Working Days).

Any written notice, instruction, order or other communication to the Contractor will be conclusively deemed to have been well and sufficiently given and served if delivered to the Contractor personally (or in the case of a company, to any of its officers or directors personally), or to the Contractor's superintendent, foreman or any of the three (3) authorized representatives referred to above in this GC.17.

Any such communication given by mail or fax addressed to the Contractor at the address or fax number of the Contractor set forth in Article VII of the Form of Agreement or Agreement or in the tender for the Work will be conclusively deemed to have been well and sufficiently given and served, in the case of fax, when confirmation of dispatch is received by the sender, and in the case of mail, on the second Working Day following the mailing thereof; provided, however, that should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

In any written notice to the Contractor in respect of general, special or other repairs, or of any Work of any nature required to be done under any of the provisions of the Contract Documents, or of any other matter, it will not be obligatory upon the Engineer to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof, or the precise spot or spots where the Work, material or products may be defective or faulty, or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms and sufficiently clear, in the Engineer's opinion, to indicate where the defects or trouble exists, will be deemed to be and will be ample notice.

GC.18. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

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

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

GC.19. INSPECTION OF WORK

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

GC.20. DAILY REPORT

The Engineer will maintain, in detail, a daily report to record progress of the Work, the number of personnel at the Site, the materials delivered to the Site, and all such other items which the Engineer deems necessary to record. The daily reports will be kept in the Engineer's Site Office and the Contractor or the Contractor's representative will be required to read and sign each report. In case of differences of opinion between the Engineer and the Contractor regarding the particulars stated in the daily report, the Contractor must, within seven (7) calendar days, give notice in writing to the Engineer expounding such difference.

GC.21. WEEKLY MEETINGS

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

GC.22. CONSTRUCTION SCHEDULE

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

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

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

GC.23. MAINTENANCE OF SCHEDULE

a) Work Delayed by the Contractor

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

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

b) Work Accelerated by the Engineer

Should the Engineer be required to expedite the final completion of the Work or the works of Other Contractors, then, provided the Contractor is not in default in any of the provisions of the Contract affecting the master schedule, the Engineer may order the Contractor to work additional shifts for which the City will pay:

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

Such instructions to the Contractor will only be valid when given in writing by the Engineer. The Contractor will be responsible for having time sheets

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covering all such shift work checked and approved daily by the Engineer and claims for reimbursement of the extra wages will only be accepted when properly supported by such signed time sheets.

c) Work Out-of-Sequence

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

d) Execution of Other Works or Contracts

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

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

GC.24. EMERGENCIES

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

GC.25. SUBCONTRACTORS AND SUPPLIERS

The Contractor must supply complete information to Subcontractors and equipment and material suppliers. The Contractor agrees to bind every Subcontractor by the terms of the General Conditions, Drawings, Specifications, and other Contract Documents as far as applicable to their component of the Work.

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Where both Specifications and Drawings are required to provide complete information on any aspect of the Work, the Contractor must supply both to the Subcontractor or supplier concerned.

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

GC.26. CONTRACTOR'S PLANT AND UTILITIES

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

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

Contractors must make all necessary arrangements with the Engineering Department of the City for obtaining water from the City.

GC.27. PLANT, LABOUR AND MATERIALS

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

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

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GC.28. MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

Material and equipment supplied by the Contractor must be as specified. If the Contractor wishes to supply and install items other than specified, the Contractor must apply for and must receive written permission from the Engineer before incorporating such items into the Work. Descriptive literature and price schedules covering such alternative items must be supplied to the Engineer if requested.

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

GC.29. MATERIAL IN IMPERIAL UNITS

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

GC.30. SUPPLY OF MATERIALS BY THE CITY

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

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

GC.31. TEMPORARY STRUCTURES

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

The Contractor will be responsible for the design, adequacy, safety and efficiency of all falsework, temporary structures and construction processes required in connection with the completion of the Work and performance of the Contract. All

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such designs and plans must be prepared and sealed by a professional engineer licensed to practice in British Columbia and submitted to the Engineer for review and comment, but such review will not relieve the Contractor of any responsibility.

The Contractor must make good at the Contractor's expense immediately all defects arising from the Contractor's faulty design, equipment or application thereof.

GC.32. WORK AREAS AND CONTRACT LIMITS

The Contractor must lay out the Work and will be responsible for establishing and maintaining all stakes, lines, levels and elevations as may be required to carry out the Work, and to the satisfaction of the Engineer. The Contractor may have to modify the alignment and elevation of the Work to suit the as-built location of existing City watermains to which it will be connecting. Test holes shown on drawings should be dug prior to laying of pipes. The Contractor assumes full responsibility for the alignment, dimensions and elevations of each and every part of the Work and their mutual compatibility.

The Contractor must, as far as is practicable, confine its operations to the Site. Any land or property outside Site boundaries which the Contractor requires during performance of the Work must be acquired by the Contractor at its own expense, and the Contractor must make its own arrangements for the use of such land or property and for the compensation of its owners. Site boundaries will be determined by the Engineer.

The City will have attempted to obtain all the permits and easements required for the Work to take place by the time at which the Contractor is scheduled to perform the Work but due to extenuating circumstances may not have actually finalized all the easements and permits. It may be necessary, therefore, for the Contractor to reschedule the Work to refrain, temporarily, from working on certain of the easements or permit areas. Extra compensation will not be allowed for costs incurred by the Contractor as a result of the failure of the City to secure permits or easements on properties such that the Contractor can proceed on its predetermined schedule of installation.

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

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

GC.33. OFFICE FACILITIES FOR THE ENGINEER (Intentionally Omitted)

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GC.34. STORAGE AREAS

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

GC.35. HOURS OF WORK

The Contractor must comply at all times with all applicable requirements of the City's Noise By-law, which allows construction between the hours of 7:00 a.m. to 8:00 p.m., Monday to Saturday, and 10:00 a.m. to 8:00 p.m. on Sundays and holidays. No work may be done outside these hours except as approved by the Engineer. A request for a Noise By-Law exemption to work outside the specified hours must be made in writing to the Mayor's Office a minimum of two (2) weeks prior to the work being done.

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

The City's forces work between the hours of 7:30 a.m. and 3:30 p.m. on all Working Days, except those where City Hall is closed. The Contractor must not expect any work to be performed by the City's crews outside these hours except by special arrangement agreed to by the Engineer or in case of emergency. Work performed in the absence of a required inspection is not permitted.

GC.36. TRAFFIC CONTROL

For all works on City streets, lanes or sidewalks, all traffic control must be provided by the Contractor, at the Contractor's expense, except where otherwise specifically provided for in the Contract Documents. The Contractor must adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition).

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

At the request of the Engineer, the Contractor must submit a traffic management plan for the Engineer's approval five (5) Working Days prior to commencing work

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and within two (2) Working Days of any request by the Engineer for modifications to the Contractors traffic management plan after commencement of the Work.

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

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

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

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

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

The Contractor must provide forty-eight (48) hours notice to the Engineer for erection or relocation of temporary no parking or no stopping signs. Parking regulation signage placed by the Contractor is unenforceable.

Truck Safety

All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with the *Motor Vehicle Act* [RSBC 1996] Chapter 318 and its associated regulations.

All truck operators must comply with the City of Vancouver By-laws including: Motor Vehicle Noise and Emission Abatement By-law (9344) and the Street and

Traffic By-law (2849) regulating truck use, including truck routes, engine brake noise, and weight and load securement provisions.

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GC.37. PUBLIC CONVENIENCE

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

GC.38. ACCESS TO EXISTING STRUCTURES

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

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

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

GC.39. PROTECTION OF WORK AND PROPERTY

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

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GC.40. FIRE, SECURITY AND SAFETY REGULATIONS

a) Fire and Security

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

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

b) Loss Control

The Contractor will provide a Loss Control Program, satisfactory to the City to meet WorkSafeBC and other requirements.

c) Safety

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

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

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

GC.41. OVERLOADING

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

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GC.42. DRAINAGE

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

GC.43. CLEANING UP

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

GC.44. SAFEGUARDING EXISTING PROPERTY

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

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

GC.45. EXISTING UTILITIES

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

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

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Existing utilities are shown on the Drawings. These, however, are shown for convenience only and the City assumes no responsibility for improper locations, or failure to show utility locations on the construction plans. The Contractor must establish their locations by obtaining relevant City of Vancouver, BC Hydro, Terasen Gas and other plans and uncovering the utilities on site at no extra cost to the City.

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

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

GC.46. DUST CONTROL

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

GC.47. ALTERATIONS, EXTRAS, DEDUCTIONS & CLAIMS

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

In each and every case where additional or extra work or material of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying, any work or material, the Contractor must notify the Engineer in writing and must state in its notification clearly and fully what the circumstances are, and the additional sum or compensation it intends to demand therefor, otherwise it will have no claim in respect thereof. All such demands for additional payment will be subject to review and approval by the Engineer. If any work, labour or material is not required to be performed or supplied, then the City may deduct from the Contract Amount the value of such work, labour or material not required to be performed or supplied which will be determined by using the unit or lump sum prices contained in the Schedule of Quantities and Prices applicable to such work, labour or material, or if, in the opinion of the Engineer none of the unit or lump sum prices aforesaid apply, then using the hourly rates for

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work and labour or cost of material set out herein, or such fixed sum as agreed upon between the Contractor and the City.

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

GC.48. ERRORS BY CONTRACTOR

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

GC.49. TESTING OF MATERIALS

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

GC.50. DEFECTIVE WORK

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

GC.51. WARRANTY

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

Whether the Contractor should replace defective Products or Work, or repair the same, will be determined by the Engineer. Should the Contractor fail to make good defects within (3) Working Days after being notified by the City to do so, the City at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the City as provided in GC.58 - *Money Due to City*. If the City considers the defects to be dangerous and that an emergency situation exists, the City, at the City's discretion may effect repairs immediately and all costs,

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charges and expenses incurred as a result may be deducted or collected by the City as provided in GC.58 - *Money Due to City*. The decision of the City will be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Contract and for the amounts expended thereunder. If in the opinion of the Engineer, it is in the City's best interests (taking into account effects on the City's overall schedule, the difference in value between the Work as performed and that called for by the Contract Documents, and other relevant factors) not to correct defective Work or Work not provided in the Contract Documents, the Engineer will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time by which the obligations should be extended in order to put the City in as close a position financially and in terms of the useful life of the Work as would have been the case had the Contractor performed the Work as called for by the Contract Documents. For further certainty, the Engineer may extend the Warranty Period in appropriate circumstances to a minimum of twice the Warranty Period originally provided for under the Contract Documents, subject always to the above parameters.

GC.52. CONTRACTOR'S LIABILITY

The Contractor will be liable for any and all damages, losses, costs, actions, causes of action, suits, claims, demands, orders, judgements, builders' liens, liabilities, obligations, expenses (including legal expenses), indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) (collectively, "Losses"), as applicable, for injuries or accident to person or property done or caused by the Contractor, the Contractor's Subcontractors or employees, or resulting from the prosecution of the Work or any of its operations,

or caused by reason of the existence or location or condition of the Work, or of any materials, Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the Contractor's part, or on the part of the Contractor's Subcontractors or employees, to do or perform any or all of the several acts or things required to be done by the Contractor or them under and by the Contract, and the Contractor hereby releases and agrees to hold harmless the City from, and covenants and agrees to indemnify and save harmless at all times the City against, all such Losses whatsoever arising out of or in connection therewith, and in the event of any action being brought by any person against the City, either directly or indirectly, or by reason of the execution of the Contract, the City may enforce payment by the Contractor of all such loss, costs, damages and expenses as a debt due to the City. The release and indemnity of the City set forth above will survive the expiry or sooner termination of the Contract, and expressly includes and extends to the Engineer, and to all elected officials, officers and other employees and agents of the City. This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

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

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

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GC.53. CONTRACTOR/SUBCONTRACTOR INSURANCE REQUIREMENTS

53.1 GENERAL INSURANCE REQUIREMENTS

53.1.1 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 7 to Part D Form of 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.53.

53.1.2 The Contractor and Subcontractor shall file with the City evidence of renewal of the insurance policies required under this GC.53 at least fifteen (15) calendar days prior to their respective expiry.

53.1.3 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.

53.1.4 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.

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

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53.1.6 The Contractor and each of its Subcontractors, as applicable, must provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary to appropriate.

53.1.7 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.

53.2 SPECIFIC INSURANCE COVERAGE

53.2.1 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-

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driving and grading, as applicable;

- ii) Hoist liability;
- 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

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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 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 parent, subsidiary, affiliated or associated firms.

53.3 FAILURE TO INSURE

- 53.3.1** If the Contractor or any Subcontractor fails to obtain and maintain insurance as required hereunder, or if the City does not approve any insurance policy or policies submitted to the City, and the Contractor or Subcontractor, as the case may be, thereafter does not meet the requirements of the City as to terms and conditions of the insurance policy, the City will have the right to place and maintain such insurance in the name of the Contractor or Subcontractor. The cost thereof will be payable by the Contractor to the City on demand, and the City may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor must be stopped until satisfactory evidence of renewal is produced.

GC.54. WorkSafeBC ASSESSMENTS [intentionally omitted - see GC.7]

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GC.55. CLAIMS FOR WAGES

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

GC.56. LIENS

The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all Contract monies, and the Work, and every part

thereof, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Contractor and its sureties, as well as its respective executors, administrators, successors and assigns, will fully indemnify and save harmless the City and all its officers, servants and employees from any and all such liability, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of any Land Title Office or Court in which the same may appear.

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

GC.57. PATENT INFRINGEMENT

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

GC.58. MONEY DUE TO CITY

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

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and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

GC.59. ASSIGNMENT

The Contractor must not, without the consent in writing of the City first had and obtained, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Contract, or assign, transfer or sublet any portion of the Contract or of the Work, but must carry out the Work with its own men or those of a Subcontractor under the Contractor's supervision. This General Condition, however, does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, not will the City's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Contract. No assignment, transfer or subletting hereinbefore mentioned, except if the same is made in accordance herewith, will be in any manner valid or binding on the City.

GC.60. CERTIFICATES AND PAYMENTS

Payment Certifier:

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

Certificate for Substantial Performance:

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

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

the "as constructed record plans" of the Work required by GC.13 - *Record Plans*; documentation showing compliance with WCB requirements; and a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing to third parties including all Subcontractors and suppliers, have been paid.

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- b) The City, the Engineer and the Contractor will inspect the Work and any remaining deficiencies will be detailed and included on the Certificate of Substantial Performance. The date of Substantial Performance will be as stated in this Certificate. Upon issuance of the Certificate of Substantial Performance to the Contractor, the Engineer will set a reasonable date for the Total Performance of the Work.
- c) For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance as described herein will serve as the Contract's certificate for completion, and the date of Substantial Performance stated in the Certificate will be deemed to be the date of the Certificate's issuance.
- d) Notwithstanding the foregoing, under no circumstances will issuance of the Certificate of Substantial Performance be deemed to mean that the Engineer or the City has accepted the Work as being in compliance with the Contract Documents.

Certificate of Total Performance:

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

Statutory Declarations:

- a) The Contractor must submit with the Contractor's application for payment such statutory declarations as may be required herein, which must be sworn in duplicate by the Contractor, or by such person on behalf of the Contractor as the Engineer may approve.
 - i. Prior to payment and as condition to any payment, the Engineer may at any time require the Contractor to file with him a statutory declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the Site, all Products or other things supplied for use in or upon the Work and amounts due to Subcontractors and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

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

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The Engineer may at any time, if the Engineer deems it advisable, require from the Contractor a statement showing the rates of wages paid by him for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any Products

supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement must be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

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

Other Documentation

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

Books Open for Inspection

- a) The Contractor's payrolls, time-books, books of account, invoices, receipts and statements relating to its Work under the Contract must be at all times open for inspection and extract by the Engineer and the City and any authorized representative of them.

GC.61. TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

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

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Upon payment of the aggregate of the aforesaid sums, the City, the Engineer and the Contractor will be released from their liabilities or obligations under the Contract save and except that the liabilities and obligations of the Contractor will

continue with respect to deficiencies and warranties in the portion of the Work completed prior to termination.

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

- a) The Engineer as agent for and on behalf of the City, without prejudice to any other right, may elect to terminate the Contract forthwith upon notice to the Contractor if:
 - i) the Contractor neglects or refuses to sign the Drawings and execute the Contract within seven (7) days after notification from the Engineer so to do;
 - ii) the Contractor neglects or fails to commence work within seven (7) days after the date of execution of the Contract by the Contractor;
 - iii) the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the Contractor's creditors;
 - iv) a receiver is appointed for the Contractor's business;
 - v) the Contractor fails, on reasonable notice from the Engineer, to supply enough proper workmen or Products;
 - vi) the Contractor does not pay promptly the Contractor's employees, Subcontractors or suppliers;
 - vii) the Contractor does not comply with the requirements of the WCA, the OH&S Regulation or WorkSafeBC, or otherwise fails to meet the safety requirements of the Contract; or
 - viii) the Contractor breaches any provision of the Contract.
- b) On such termination the Engineer may arrange for the performance of the Work by whatever method the Engineer deems expedient but without undue delay or expense.
- c) The Engineer may take possession of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Site which the Engineer deems necessary to prosecute the Work, which

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possession the Contractor hereby pledges to the Engineer as agent for and on behalf of the City, as security for the performance of the Contract and the Work, provided that upon completion of the Work the Engineer will

return to the Contractor or its legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.

- d) In case the Work or any part thereof is taken out of the hands of the Contractor, as herein provided, it will in no way affect the relative obligations of the City and the Contractor or its sureties in respect of the Contractor's or their obligation, or in respect of the remainder of the Work (if any), as the Engineer may consider reasonable. The Contractor and its sureties in every case will be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Contract pursuant to this GC.62, together with the penalties, if any, from the date fixed for the completion of the Work, and the same may be deducted or collected by the City as provided by GC.58.
- e) All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Contract will nevertheless continue in force.
- f) The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the City nor any of its officers or employees will be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the City.
- g) No proceeding taken pursuant to this GC.62 or pursuant to any other provision of the Contract, will at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise agreed to in writing.

GC.63. SUBMITTALS

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

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with the requirements of the Contract Documents and must allow fourteen (14) days for the Engineer's review.

GC.64. NON-RESIDENT WITHHOLDING TAX

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

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

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

GC.65. NO PROMOTION OF RELATIONSHIP WITH THE CITY

The Contractor must not disclose or promote its relationship with the City or any board, branch, department or other part thereof, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures, internet based information or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Agreement or as the City may otherwise expressly agree in writing).

GC.66 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

The City has made no independent inquiries to ascertain the existence or nature, of any toxic or hazardous material, substance or condition at the Site (which expressly includes the subsurface as well as the surface at the Site), and accordingly makes no representations regarding the same. Prior to the Contractor commencing the Work, and thereafter through the term of performance of the Work, the Contractor must take all reasonable steps to determine whether any toxic or hazardous material, substance or condition is present at the Site.

If the Contractor encounters any toxic or hazardous material, substance or condition at the Site or has reasonable grounds to believe that any of the same are

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present at the Site, then the Contractor must promptly take all reasonable steps to ensure that no person suffers any injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of such material, substance or condition, and must immediately report the situation and circumstances to the City in writing.

The Contractor must in all instances comply fully with all requirements of applicable environmental legislation, the City, the WCA and WorkSafeBC, whether specifically outlined above in this CG.66 or not, applicable to toxic and hazardous materials, substances and work/work site conditions.

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1.0 PROGRESS PAYMENTS

Notwithstanding anything else in the Contract, the Contractor will not make application for payment and the City is not obliged to make payment for Work done until each sub-project, if any, as described in the Contract Documents, has been completed in accordance with the Contract Documents.

2.0 SCOPE OF WORK

The Work will include the supply of all materials, overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as shown on the Drawings and described in the Contract Documents.

The Work will be done in accordance with the Contract Documents and to the satisfaction of the Engineer. For inspection purposes, the Contractor will coordinate its work with the Engineer. The Contractor will have no cause for claim against the City whatsoever with respect to delays or other interruption to the Work by City forces or due to the above requirement to coordinate his/her work with the Engineer.

3.0 NO PARKING SIGNS

The contractor must provide 48 hours notice to the Engineer for erection or relocation of temporary no parking or no stopping signs. Parking regulation signage placed by the contractor is unenforceable.

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PART G - SPECIFICATIONS

Specifications are available at:

<http://www.vancouver.ca/fs/bid/bidopp/openbid.htm>

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PART H - PROJECT SCOPE DRAWINGS

Project Scope Drawings available in CD form.

To be picked up at Purchasing Services c/o Donna Lee or Mere Skiba

Address:

320 East Tower, City Square
555 West 12th Avenue
Vancouver, BC
V5Z 3X7

Telephone # 604-873-7263

Facsimile: # 604-873-7057

E-mail: purchasing@vancouver.ca