



INVITATION TO TENDER (“ITT”) No. PS10157

CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT

Tenders will be received in the City of Vancouver (“City”) 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), on Tuesday August 31, 2010 and registered at 11:00:00 a.m. Wednesday, September 1, 2010.

NOTES:

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

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

Jim Lowood, S.C.M.P.
Contracting Specialist
Fax: 604-873-7057
E-mail: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 INVITATION TO TENDER

- 1.1 The City of Vancouver (the "City") invites Tenderers to supply all labour, materials, equipment and services necessary and incidental to the Restoration Contract for the Exterior Masonry at Vancouver City Hall, located at 553 West 12th Avenue, Vancouver as part of the City Hall Heritage Exterior Upgrade (as more particularly described in Part C following, the "Work").

2.0 ADMINISTRATIVE REQUIREMENTS

- 2.1 It is the sole responsibility of the Tenderer to monitor the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this Invitation to Tender (the "ITT").
- 2.2 All Tenders are to be submitted in accordance with the instructions on the front page to this ITT and completed as provided within this ITT.

3.0 CONDUCT OF ITT - INQUIRIES AND CLARIFICATIONS

- 3.1 The City's Director, Supply Management will have conduct of this ITT, and all communications with the City should be directed only to the contact person(s) named on the cover page.
- 3.2 It is the responsibility of the Tenderer to thoroughly examine the ITT documents and satisfy itself as to the full requirements of this ITT. All inquiries should 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 before the deadline date. If required, an addendum will be issued to all registered Tenderers and posted on the City's website as noted in item 2.1 above.
- 3.3 The lowest or any Tender may not be accepted and the City will not be responsible for any cost incurred by the Tenderer in preparing the Tender.
- 3.4 Tender Documents, including Specifications and Drawings will be made available after 10:00 AM on Tuesday, August 10, 2010 at the Purchasing Services office at the address shown on the front cover of this ITT.
- 3.5 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.
- 3.6 Key dates to be noted are:

Event	Dates
Information Meeting and Site Visit Response Form should be submitted by:	August 16, 2010
Information Meeting and Site Visit	August 17, 2010
All Inquiries should be submitted on or before:	August 24, 2010
ITT Closing Date	August 31, 2010

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4.0 PROJECT BACKGROUND

4.1 City of Vancouver

The City of Vancouver, with a population of approximately 560,000, lies in a region of more than 2,000,000 people. Vancouver is the largest city in the province of British Columbia and the third largest metropolitan area in Canada. As the main western terminus of Canada's transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation's largest industrial centres.

Vancouver is consistently rated as one of the most livable cities in the world and was host city of the 2010 Olympic and Paralympic Winter Games.

Vancouver City Hall, located at 453 West 12th Avenue, Vancouver was constructed in 1938 and designated as a building of primary heritage significance on February 11, 2003. During 2009 and 2010 the façade of the building was cleaned by a dry ice blasting process so it is assumed that the dirt and grime from urban pollution, which are the principle soiling agents, have already been removed. However, there are areas that will need to be updated and/or replaced and will require face honing of the exterior masonry. There has also been noticeable discoloration of masonry patches that were installed approximately fifteen (15) years ago, this discoloration is compounded by the fact there was a poor match of the original color made at that time. It has become evident that the paint that was applied to these patches at this time will also have to be removed. As well, the repointing of the lower facades with "Portland Cement" mortar and/or caulking, as well as areas showing mortar joint deterioration and at honing locations will need to be replaced with material specified by the City (see Appendix 2)

The scope of work for the City Hall Heritage Exterior Upgrade - Masonry Restoration Contract ("**project**") includes the supply of all labour, materials, equipment, and services necessary for the restoration contract of the exterior masonry at City Hall. The purpose of the upgrade is to enhance the features of the masonry yet retain its historic and heritage nature. McGinn Engineering and Preservation Ltd. (the "**Consultant**") was retained in 2010 to provide professional services including detailed design and specifications for this project.

For this project the Contractor will be under the supervision of the appointed City representative who is responsible for the execution of the Project on behalf of the City ("City's Project Manager").

- 4.3 The Contractor will act as the Prime Contractor, supply all labour, materials and equipment necessary to complete the work to the full extent and meaning of the Specifications and Drawings (Appendix 2), and take responsibility for removal of any miscellaneous items encountered within all the designated work areas, demolition and removal of all demolished materials, and will arrange and pay for suitable disposal areas.

- 4.4 Substantial completion must be accomplished by February 28, 2011 at the latest.

5.0 OVERVIEW OF SCOPE OF WORK

- 5.1 An overview of the scope of the Work as required by this ITT is provided below.

- 5.2 The City Hall Heritage Exterior Upgrade - Masonry Restoration Contract, as described in the Tender Documents, includes, but is not limited to, the following elements:

(a) **General Overview**

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- i) Supplying all labour, materials, equipment and services necessary and incidental for the Work;
- ii) Coordinating all trades, and obtaining and providing all permits, inspections, approvals and insurance;
- iii) Providing all access including scaffold and/or boom lift as required for the Work and as required by local by-laws, as well as by Worksafe BC including Worksafe BC fall protection requirements. The Contractor is to provide a copy of site safety plan to the City's Designated Representative for reference;
- iv) Providing all safety protection as required for the work and as required by local bylaws and Worksafe BC including Worksafe BC fall protection requirements. The Contractor is to provide a copy of site safety plan to the City for reference;
- v) Erecting and maintaining plywood hoarding (in a continuous four metre height) and any other methods of protection necessary and incidental to protect property and allow safe pedestrian access to the building exits and all other pedestrian and public areas including the sidewalk and street;
- vi) Providing the City a site use proposal for scaffold equipment staging, refuse binds, construction trailer, portable toilets, and on-site construction parking. The Contractor is to Include with this a site use diagram clearly indicating proposed site area fencing, storage areas, traffic control and safety procedures, site access for construction deliveries and services and on-site vehicle parking; these plans are to be open for review by the Consultant;
- vii) Preventing the spread of dust and propagation of smoke beyond the construction site by acceptable means;
- viii) Maintaining the building interior in a water tight condition during the course of the Work and repairing any water damage that results from non-compliance with temporary waterproofing measures;
- ix) The Contractor is required to engage a qualified Construction Safety Officer to manage all aspects of site safety, including the generation of a site safety plan, fall protection plan, fire safety plan and on-going site safety procedures, site safety meetings, safety reviews/inspections and safety coordination;
- x) The Contractor is responsible for keeping the restoration work area dry and within the acceptable temperature range required for the masonry restoration work in cold and wet environmental conditions. This may require insulating tarps and additional heating; and
- xi) The Contractor shall be responsible to verify access to electrical and water available on site and must coordinate access with the Owner. If insufficient services are available, the Contractor shall provide same at the Contractors' expense.

(b) General Requirements, including Scaffolding

- i) The City will provide sufficient roof anchors and tie-back locations necessary for completion of the masonry restoration work. If sufficient anchors are not available, Work is to continue in other areas while the City installs required anchors;

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- ii) The Contractor shall erect scaffolding to access the work area. Scaffolding systems shall be designed and reviewed by a Professional Structural Engineer registered to practice in the Province of British Columbia, where required by regulation. Confirmation of the structural sufficiency of parapets, if necessary, is to be completed by the swing stage engineer. In addition, the Contractor shall engage a professional structural engineer to confirm that the existing building structure can adequately support the intended scaffold loads and load spreading/spanning techniques are employed to preclude damage to roof top surfaces and equipment, and to landscape areas.
- iii) Note that other building trades engaged on separate contract work from this tendered contract work (ie. window frame refurbishment) will require access to the scaffold. The Contractor is to provide reasonable access to the scaffold for these outside Contractors. While on the scaffold, their activities must conform to this Contractor's safety plan, and be coordinated in the use and safety aspect of the scaffold use by the Contractor. All outside Contractors will carry their own separate liability insurance, for the same limits and amounts as the Contractor and the Contractor will not be liable for their actions while working on the scaffolding.

(c) Masonry Restoration - Face Honing

- i) The Contractor is to restore the masonry through face honing. The Contractor is advised that the andesite exterior stone cladding exhibits a typical weathering pattern of partial delamination and spalling of the outer three millimeters (3 mm) of the stone face, which includes the outer hard calcite crust and a small amount of the softer substrate stone. Please see the Drawings in Appendix 2 for more complete information.

(d) Masonry Restoration - Dutchman Repair of existing Masonry patches

- i) Existing Masonry patches are to be removed and replaced with new matching andesite stone patches, as part of a Dutchman repair. The Contractor is advised that many of the masonry patches undertaken approximately fifteen (15) years ago have either discolored over time, or have been poorly matched to the original patches. Please see the Specifications and Drawings in Appendix 2 for complete information

(e) Masonry Restoration - Repointing

- i) The Contractor is advised that areas of the lower facades have been repointed with hard "Portland Cement" Mortar, which will need to be replaced with new lime mortar as per Appendix 2. Approximately forty five percent (45%) of the exterior elevations will also require repointing, due to mortar joint deterioration/loss or honing activity. The exact areas will be confirmed on site with the Consultant, once access is provided.

(f) Masonry Paint and Stain Removal

- i) The paint that has been applied over areas of the stone masonry as indicated in the elevation condition Drawings (see Appendix 2) are to be removed. These masonry patches were applied approximately fifteen years ago and have been painted over, and these cladding stones will require paint removal before Dutchman Repairs and repointing;

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- ii) Any large rust stains in areas of water ingress are also to be removed;
- iii) Prior to any Work being carried out, a test patch of the proposed cleaning method or methods shall be conducted in a representative by inconspicuous location on the façade under the review of the Consultant. Full scale cleaning will only begin after the approval of the process by the Consultant.

(g) Façade Cleaning

- i) The Contractor is advised that the City has already completed a dry-ice blasting process that occurred over 2009 and 2010 and has removed the majority of dirt and grime from urban pollution on the façade of City Hall; and
- ii) After masonry stabilization and masonry paint and stain removal is complete the Contractor is to proceed to clean the façade of City Hall. Prior to any Work being carried out on the façade, a test patch of the proposed cleaning method or methods shall be conducted in a representative by inconspicuous location on the façade under the review of the Consultant. Full scale cleaning will only begin after the approval of the process by the Consultant.

(h) Contractor's Responsibilities

- i) For the project, the Contractor will be responsible for making all provisions for the continuous, operation of City Hall during construction. Where Work involves breaking into or connecting to existing services, carry out work at all times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic;
- ii) The Contractor will be responsible for the provision and installation of all necessary screens, barricades, chutes, dust and noise control measures, design and installation of any temporary shoring and/or bracing;
- iii) The Contractor will be responsible for the provision and maintenance of all legal and necessary guards, railings and warning signs during the execution of the Work to fully protect all persons and the City;
- iv) The Contractor will be responsible for ensuring any disruptions are minimal (less than two hours in length), and a schedule of such impairments are to be approved by the City Facilities Management Department ("Facilities") in advance of the outage;
- v) The Contractor will be responsible to protect and retain for the City all relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found during the course of the Work; and
- vi) The Contractor is to note that floors four to eleven (4 to 11) are currently not occupied.

(i) Environmental Requirements

- (i) The Contractor will be responsible for the removal, encapsulation, clean-up, disposal, handling of, or work activities in close proximity to materials containing lead paint or contaminated materials located on the site;

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- (ii) Environmental requirements including methods of handling lead contaminated paint shall be in accordance with the WorkSafe BC (formerly WCB) Occupational Health and Safety Regulations, and the work procedures outlined in the WCB publication: "Lead: Preventing Exposure at Work, Current Edition";
- (iii) Any hazardous or dangerous materials uncovered during the demolition work which require special handling and/or disposal are the responsibility of the Contractor and shall be handled and/or disposed of in accordance with Worksafe, B.C. Ministry of Environment's Lands and Parks requirements, and local Municipal bylaws and ordinances. Payment for disposal and containment of unforeseen hazardous materials shall be the responsibility of the City.
- (iv) All work shall follow the rehabilitation principles and guidelines and the restoration principles and procedures as published by the British Columbia Heritage Trust and as per the conservation plan put forward by the Consultant and as per the Drawings and Specifications (Appendix 2);
- (v) Samples and mock-ups are to be provided by the Contractor to the City's Designated Representative and the mock-ups will form part of the finished work. In addition, mock-up tests of the following are required:
 - (a) Two (2) Dutchman repairs of existing stone patch replacement (if agreed to go with the Dutchman route);
 - (b) Two (2) full cladding block honing repairs;
 - (c) Two (2) area of repointing; and
 - (d) Two (2) areas of restoration mortar patching.

6.0 INFORMATION MEETING AND SITE VISIT

6.1 Information Meeting and Site Visit

Tenderers are invited to attend an Information Meeting and Site Visit on August 17, 2010, commencing at 9:00 a.m. and lasting until approximately 11:00 a.m. Location of meeting:

Ground Floor Rotunda (Entranceway)
Vancouver City Hall
453 West 12th Avenue
Vancouver, B.C.

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PART B - INSTRUCTIONS TO TENDERERS

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in these Tender Documents shall have the meanings ascribed to such terms in the Contract unless such terms are specifically defined in these Instructions to Tenderers or the context of their use requires otherwise. The defined terms in these Instructions to Tenderers include:

- (a) **“City’s Project Manager”** means the appointed City representative who is responsible for the execution of the Project on behalf of the City;
- (b) **“Consultant’s Project Manager”** means the appointed Consultant’s representative who represents the Consultant for the execution of the Project;
- (c) **“Contractor’s Project Manager”** means the appointed Contractor’s representative who performs functions designated by the Contractor for the execution of the Project;
- (d) **“Contract”** means the contract set out in Part D - Form of Agreement between City and Contractor;
- (e) **“Contractor”** means a Tenderer whose Tender the City has accepted and to whom the Contract has been awarded;
- (f) **“Information and Privacy Legislation”** includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- (g) **“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;
- (h) **“Losses”** means, in respect of any matter, all:
 - (i) direct and indirect; as well as
 - (ii) 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);
- (i) **“Owner”** means the City of Vancouver;
- (j) **“Place of the Work”** means the area or areas on and about the Owner’s property where the Work is to be carried out;
- (k) **“Tax”** means HST and any other similar tax;
- (l) **“Tax Legislation”** includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;

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- (m) **“Tender Contract”** means any contract whether simple or by deed formed upon receipt by the City of a Tender from a Tenderer in response to the Invitation to Tender;
- (n) **“Tender Documents”** mean all the documents listed in section 12.0, including any addendum issued by the City; and
- (o) **“Tenderer”** means the first person(s) described at the beginning of the Form of Tender, Part C, page FT-1.

1.2 Interpretation

- (a) In these Tender Documents, any reference to the masculine includes the feminine and bodies corporate, and each includes the others where appropriate. Also, any reference to the singular includes the plural where appropriate.
- (b) If there is a conflict between or among:
 - (i) the Specifications and Drawings; and
 - (ii) the Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), Form of Agreement, the Supplementary General Conditions and the Special Conditions (the **“Balance of Tender Documents”**),

the Balance of Tender Documents shall prevail over the Specifications and Drawings.

2.0 INTRODUCTION

- 2.1 The City of Vancouver is inviting Tenders for the general contract for the City Hall Exterior Upgrade - Masonry Restoration Contract (“Contract”). The Site is the City of Vancouver City Hall, located at 453 West 12th Avenue, Vancouver, B.C. The Work includes, but is not limited to the supply of all labour, materials, equipment and services necessary and incidental to the restoration of the exterior masonry at Vancouver City Hall, as set out in the Tender Documents.

3.0 TENDERS

- 3.1 The sealed Tender on the Form of Tender provided, together with all other documents required by the Tender Documents, shall be delivered prior to the Closing Time as outlined on the Cover Page of the ITT enclosed in a sealed plain envelope, clearly marked: **“City Hall Heritage Exterior Upgrade, ITT No. PS10157”**, with the Tenderer's name in the upper left hand corner.
- 3.2 Tenders received after the Closing Time may or may not be returned unopened to the Tenderer.
- 3.3 Each Tender should be signed in longhand by or on behalf of the Tenderer, with his usual signature. Tenders by partnerships should be signed by at least two (2) of the partners, followed by the designations of the partners signing. Tenders by a company 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 those persons who have executed the Form of Tender.
- 3.4 All blank spaces in the Form of Tender should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialled by the person or persons signing the Tender.

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- 3.5 Tenderers should submit on the Form of Tender provided, a Total Tender Price (hereinafter defined), including all taxes and fees but excluding HST.
- 3.6 Tenderers should submit on Schedule A to Part C - Form of Tender - Summary of Total Tender Price, a breakdown of the Total Tender Price referred to in 3.6 above. These unit prices and/or lump sums will be used to compute interim progress payments and will be reviewed prior to Contract award so Tenderers should ensure that the sums accurately reflect the costs for each item. The Tenderer may be required to justify the submitted breakdown.
- 3.7 Tenderers should submit a price for each item listed. For items which are not specifically listed, Tenderers shall place the costs for these in the nearest applicable item. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.
- 3.8 Subject to Schedule F to Part C - Form of Tender - Tenderer's Proposed Variations, Tenders should be all inclusive and should be without qualification or condition.

4.0 TOTAL TENDER PRICE

- 4.1 The price for the Work (the "**Total Tender Price**") shall be the sum in Canadian dollars of the following:
- (a) the product of the actual quantities of the items of Work listed in the Summary of Total Tender Price (Table 1) which are incorporated into or made necessary by the Work and their unit prices listed in the Summary of Total Tender Price (Table 1); and
 - (b) for clarity, shall exclude HST.
- 4.2 Subject to any adjustment for changes to the Work which are approved by the City in accordance with the Contract, the Total Tender Price shall be the maximum compensation owing to the Contractor for the Work and the Contractor's compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work.
- 4.3 The City may delete any items in Schedule A in order to meet budget limitations, or otherwise, and award a contract for only the remaining items.

5.0 OPENING OF TENDERS

- 5.1 Tenders will be opened publicly in the Purchasing Services Office at the time and address shown on the cover page of this ITT.
- 5.2 Award of a Contract will be subject to approval by the City and the insurability of the Contractor pursuant to the insurance provisions of the Contract.

6.0 CONTRACT

- 6.1 The successful Tenderer will become a Contractor and will be required to sign the Contract (on the terms and conditions noted in the Form of Agreement, CCDC 2-2008 General Conditions and Supplementary General Conditions attached as Part D and this Invitation to Tender) with the City.

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7.0 CONSENT OF SURETY AND BID BOND

- 7.1 Each Tender shall be accompanied by a Consent of Surety (Schedule F of the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia.
- 7.2 Each Tender shall be accompanied by a Bid Bond effective for ninety (90) days from the Closing Time, duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the "City of Vancouver", in the amount of ten percent (10%) of the Total Tender Price, and not a dollar amount, as a guarantee of the due execution of the Contract with the City and the delivery of the Bonds specified in section 2.0, Part C - Form of Tender by the successful Tenderer.
- 7.3 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 Contractor will be returned to the Contractor upon execution of the Contract, delivery of a Performance Bond for fifty percent (50%) of the Total Tender Price and a Labour and Material Payment Bond for fifty percent (50%) of the Total Tender Price, and commencement of the Work. The cost of all Bond premiums shall be included in the Total Tender Price.
- 7.4 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:
- | | |
|-----------------------------------|-------------------|
| Bid Bond: | CCDC 220 (latest) |
| Performance Bond: | CCDC 221 (latest) |
| Labour and Material Payment Bond: | CCDC 222 (latest) |

8.0 INSURANCE

- 8.1 The Contractor shall maintain the insurance required by GC 11.2 of Part F ("Supplementary General Conditions") of this ITT.

9.0 WORKSAFEBC

- 9.1 Tenderers should familiarize themselves with the latest Worksafe BC requirements as laid out in the Contract.

10.0 ACCEPTANCE OF TENDERS

- 10.1 Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Tenderers or any other contractual document:
- (a) Tenderers are notified that the lowest or any Tender may not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time without further explanation or to accept any Tender considered advantageous to the City. Acceptance of any Tender is contingent on funds being approved and a Contract award being made by the City and the insurability of the Contractor pursuant to the insurance provisions in GC 11.2 of Part F (Supplementary General Conditions) of this ITT. Tenders which contain qualifying conditions or otherwise fail to conform to these Tender Documents may be disqualified or rejected. The City may waive any non-compliance with the Tender Documents, specifications or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do

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not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein.

- (b) Where the City's Director - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be 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 the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- (c) Tenders shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time.
- (d) The award of any contract shall be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:
 - (i) the overall cost impact of the Tender on the operations of the City, excluding the addition of HST, to the prices quoted;
 - (ii) the reputation and experience of the Tenderer and of the Tenderer's senior staff to be allocated to the Work;
 - (iii) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - (iv) the Tenderer's current capacity given workload and obligations;
 - (v) the Tenderer's understanding of the Work based on its proposed methodology;
 - (vi) the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City;
 - (vii) innovative ideas relating to execution of the Work and the deliverables;
 - (viii) the Tenderer's ability to meet bonding and insurance requirements;
 - (ix) the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender; and
 - (x) the quality of the references, resumes, curriculum vitae, and reputation of the Tenderer, its Suppliers and Subcontractors, and all of their respective senior staff and key personnel, particularly as it relates to the Work;
 - (xi) the City's past experience with the Tenderer and the Tenderer's past performance on City projects; and

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- (xii) the experience related to large scale masonry Restoration Contract work, and in particular restoration stone patch work, stone Dutchman repair work and masonry repointing. This experience should also include a qualified work force including journeyman and apprentice masons.
- (e) Where the City determines that all Total Tender Prices are too high or are otherwise unsatisfactory in any way, all Tenders may be rejected.
- (f) The City may, prior to Contract award, negotiate changes to the scope of the Work or any conditions with the Tenderer considered to provide best value or any one or more Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of changes to the scope of the Work or any conditions and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- (g) The Tenderer acknowledges and agrees that 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 out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the Tender Contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.
- (h) The City may award the Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (i) Guidelines or policies that may be applicable shall not give rise to legal rights on the part of any Contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City.

11.0 SITE EXAMINATION

- 11.1 The Site on which the Work is to be executed is located at the Vancouver City Hall, 453 West 10th Avenue, Vancouver, British Columbia.
- 11.2 Tenderers and their Subcontractors shall make a careful examination of the Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature of the Work to be undertaken; the means of access; the extent of the Work to be performed and any and all matters which are referred to in the Drawings, Tables, Specifications and other Tender Documents, or which are necessary for the full and proper completion of the Work. No allowance shall be made subsequently on behalf of a Contractor for any error, negligence, interpretation, or misinterpretation on the Contractor's part.
- 11.3 The City and the Consultant do not guarantee Site and other information (if any) provided in or with the Tender Documents and the Tenderer must evaluate such information relative to actual conditions.

12.0 TENDER DOCUMENTS

- 12.1 The Tender Documents are:
 - (a) Part A - Invitation to Tender;
 - (b) Part B - Instructions to Tenderers;

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- (c) Part C - Form of Tender (including Schedules A to I),
- (d) Part D - Form of Agreement (including Schedules 1 to 9);
- (e) Part E - Special Conditions;
- (f) Part F - Supplementary General Conditions;
- (g) Appendix 1 - Information Meeting and Site Visit Attendance Form;
- (h) Appendix 2 - Specifications and Drawings (Note, the Specifications and Drawings that this index refers to are available at the Purchasing Services Office and form a part of the Tender Documents);
- (i) any and all Amendments, Addenda, and Questions & Answers issued by the City prior to the Closing Time, as well as any and all Amendments, Addenda, and Questions & Answers issued by the City after the Closing Time and accepted in writing by the Tenderer, as well as any and all clarifications accepted by the City prior to award of the Contract.

13.0 EXAMINATION OF TENDER DOCUMENTS

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

14.0 INTERPRETATION

- 14.1 If any Tenderer is in doubt as to the true meaning and intent of any part of the Drawings, Specifications, or other Tender Documents, the Tenderer shall request the City for an interpretation thereof at least five (5) Working Days prior to the Closing Time. If such an interpretation is not requested or confirmed by an addendum, the Tender will be conclusively deemed to be based upon the interpretation that may be subsequently given by the City after award of the Contract.
- 14.2 Prior to the Closing Time of Tenders, all requests made according to section 14.1 for necessary clarification of the Specifications, Drawings, or other Tender Documents will be answered in writing by the person named on the front cover of the ITT and emailed or faxed to the Tenderers. It is the sole responsibility of the Tenderer to review the City of Vancouver Supply Management website regularly for amendments, addenda, and questions and answers related to this ITT. The City shall not be responsible for verbal or any other explanations or interpretations of the Specifications, Drawings or other Tender Documents. As set out in section 12.0 of this Part B, all written notices so issued shall become part of the Tender Documents and shall be binding upon all Tenderers.

15.0 TAXES AND FEES

- 15.1 The Contractor in the Contractor's Tender must allow for the payment of all permit fees and licence fees and all Municipal, Provincial and Federal taxes, custom duties and other assessments and charges, and the Contractor agrees that the City shall not be liable in any manner therefor and agrees to indemnify and save harmless at all times the City against all

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claims which shall be made with respect thereto, unless expressly provided to the contrary in the Tender Documents.

16.0 PRODUCT APPROVAL

- 16.1 Wherever any product is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar references, the Contractor obligates himself to submit his Tender and accept award of the Contract based upon the use of such products. Use of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar references is intended to establish the measure of quality that the City has determined as necessary for the Work. Where two (2) or more products are shown or specified, the Contractor has the option of which to use.
- 16.2 For approval of products other than those specified, Tenderers shall submit a request in writing at least five (5) Working Days prior to the Tender Closing Time. Requests shall clearly define and describe the product for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the item. Approval by the City will only be in the form of an addendum to the Specifications issued by the City to each party receiving a set of Drawings and Specifications.
- 16.3 Any approved Manufacturers and/or Products are approved only insofar as they conform to the Specifications.

17.0 SCHEDULING, COORDINATION AND COMPLETION

- 17.1 The Contractor will be responsible for completing the Work in a way that minimizes impact on the surrounding areas. The Contractor shall employ all work procedures necessary to minimize disturbance and inconvenience to the neighbouring areas and shall strictly adhere to all construction procedures specified or referenced in the Tender Documents.
- 17.2 Each Tenderer should complete and submit Schedule D with the Tender, showing the proposed critical path construction schedule for all Work under the Contract, to clearly demonstrate how the Tenderer will start the Work by September 20, 2011 and substantially complete the Work by February 28, 2011, with Occupancy of the Work by March 31, 2011.
- 17.3 Within ten (10) Working Days of the receipt of the Notice of Award for the Contract, the successful Tenderer will be required to submit a Traffic Management Plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, signage and materials used to maintain Site operations and access to staff and public users of the Work Site.
- 17.4 Within ten (10) Working Days of the receipt of the Notice of Award for the Contract, the successful Tenderer will also be required to submit a Site Specific Safety and Health Plan addressing as a high-level overview the health and safety issues including, but not limited to hazards; mitigation measures; site orientations; safety meetings; first aid attendant requirements; and training requirements and record keeping
- 17.5 Time shall be of the essence for all purposes of this Contract and the performance of the Work.

18.0 EXPERIENCE

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

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

19.0 LIST OF SUBCONTRACTORS AND SUPPLIERS

- 19.1 The Tenderer should insert in Schedule C to the Tender a list of Subcontractors, providing name, address of place of business, and the portion of the Work to be done by the Subcontractor or the equipment or materials to be supplied by the Subcontractor. 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.

20.0 NON-RESIDENT WITHHOLDING TAX

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

21.0 RELEASE, INDEMNITY AND LIMITATION

- 21.1 The Tenderer:
- (a) agrees not to bring any claim against the City or any of its employees, advisors or representatives (including the Consultant) for damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its Tender for any matter in respect of the Tender Contract including without limitation in the event the City accepts a non-compliant Tender or otherwise breaches, or fundamentally breaches, the terms of the Tender Contract; and
 - (b) waives any and all claims against the City and any of its employees, advisors or representatives (including the Consultant) for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Tenderer for any reason

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including without limitation in the event the City accepts a non-compliant Tender or otherwise breaches or fundamentally breaches the terms of this Tender Contract.

- 21.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Consultant) harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, or materials or equipment suppliers alleging or pleading:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Consultant);
 - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Consultant), occurring in the course of conducting this Invitation to Tender; or
 - (c) liability on any other basis related to the Tendering process, bidding process or the Tender Contract.

22.0 DISPUTE RESOLUTION

- 22.1 Any dispute relating in any manner to this Invitation to Tender, except only disputes arising between the City and any Tenderer to whom the City has made an award of the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:
- (a) The arbitrator will be selected by the City's Director - Supply Management; and
 - (b) Section 21.0 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.

23.0 CONFIDENTIALITY AND PRIVACY

- 23.1 The Tender, once submitted to the City, becomes the property of the City, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. The Tender, upon submission to the City, will be received and held in confidence by the City unless and to the extent that it is or must be disclosed pursuant to court order or processes under Information and Privacy Legislation or the award and evaluation process adopted by the City for this Invitation to Tender.

24.0 RELEASE OF INFORMATION RESTRICTED

- 24.1 No information concerning one Tenderer's Tender will be given out to the other Tenderers between the Closing Time and the time the Contract award (or decision not to award the Contract) is recommended. Tenderers may attend the opening and registering of Tenders (referred to on the cover page of this ITT) in order to obtain information concerning the names of the other Tenderers who submitted a Tender and the Total Tender Price shown on each Form of Tender. However, no other information is anticipated to be disclosed by the City until the Award of the Tender.

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25.0 ENQUIRIES

- 25.1 All enquiries prior to the Closing Time shall be directed to the contact person named on the cover page of this ITT.

26.0 APPROVED EQUALS

- 26.1 Prior to five (5) business days before the Closing Date a Tenderer may request the Consultant to approve materials, products or equipment ("Approved Equal") to be included in a Tender in substitution for items indicated in the Tender Documents.
- 26.2 Any application for an Approved Equal must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 26.3 If the Consultant decides in its discretion to accept an Approved Equal, then the Consultant will issue an addendum to all Tenderers.
- 26.4 The Consultant is not obligated to review or accept any application for an Approved Equal.

27.0 WORK AREAS

- 27.1 The Contractor is to examine and confirm its ability to perform the Work within the actual work areas within the Work Site, the limits of which are shown on the Drawings and Specifications available as Appendix 2.

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Tender of:		
	(Name of Person, Firm, or Company)	
Business Address:		
Postal or Zip Code:		
Cheques Payable to/Remit to Address:		
Postal or Zip Code:		
Key Contact Person:		
Telephone No.:	Fax No.:	
E-mail:		
G.S.T Registration Number		
Dun & Bradstreet Number (if available)	WorkSafeBC Account Number	
City of Vancouver Business License Number	Incorporation Date	
<i>(If your office is located in Vancouver)</i>		

For the following Work:

The Work for the City Hall Heritage Exterior Upgrade - Masonry Restoration Contract, as described in the Tender Documents, will include, but is not limited to the following:

- (a) Scaffold Access - The Contractor is required to provide full engineered scaffold access to all areas of the building exterior subject to exterior masonry restoration work. Features of scaffold access include but are not limited to:
 - i) Engineered Shop Drawings - Provide engineered shop drawings to provide full scaffold access to all areas of the City Hall exterior;
 - ii) Phased Shop Scaffold Erection - Allow for phased scaffold erection in coordination with the construction schedule, to allow the earliest reasonable Contractor access to areas of the façade immediately following Contract award. This phased scaffold erection will require numerous scaffold engineering inspections and interim approval and sign-off. All scaffold is to be in place within eight (8) weeks of Contract award;

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- iii) Unobstructed Entries - All active building entries are to be kept clear and unobstructed for the full width of doorways and a height of nine (9) feet. The following requirements apply:
- A. Hoarded Base - Provide a secure and complete one half inch (½") plywood hoarding to a twelve (12) foot height to the entire base of the scaffold. Ensure the entries are fully hoarded and the scaffold base is securely hoarded at the end of the work day during the phased erections;
 - B. Scaffold Load Spreading - Provide scaffold load spreading at the roof areas with full scaffold plank and as directed by the scaffold engineer to ensure no damage to the roof deck surface and rigid insulation. Provide load spreading to ensure no denting or damage to the roof surface. The Contractor is to engage a professional structural engineer to confirm that the building structure can adequately support the proposed scaffold loads;
 - C. Scaffold Anchors and Parapet Clamps - Use five-sixteenth inch (5/16") stainless steel threaded rod anchors at the mortar joint intersections to minimize anchor number and patching. Utilize parapet clamps to minimize anchor number;
 - D. Roof-top Obstructions - The fourth, sixth and eighth (4th, 6th and 8th) storey roof-top areas adjacent to the wall faces to be restored are well populated with roof top mechanical equipment, skylights and other obstructions. Scaffold erection is to avoid these obstructions. Protect all skylights with plywood to avoid damage and ensure all equipment from damage and excessive dust exposure. Refer to the photographic survey in Appendix 2;
 - E. Shrink-wrap Scaffold Top - Provide a shrink-wrap top to the top of each vertical section of scaffold, and extend down the face a minimum of six (6) feet; and
 - F. Debris Net & Guards/toe boards - Provide full debris netting of all scaffold. Provide guards and toe boards to WorkSafe B.C. standards.
- (b) Masonry Restoration - Face Honing - The Contractor will be required to utilize methods to hone the face of the masonry due to the andesite exterior stone cladding exhibiting a typical weathering pattern of partial delamination and spalling of the outer three millimetres of the stone face. The extent of the delamination spalling is indicated in the exterior elevation condition Drawings, while the extent of the proposed honing face repair is indicated on the elevation restoration Drawings. Specification section 04524 - "Masonry Restoration", provides more detail on the honing face repair requirements;
- (c) Masonry Restoration - Dutchman Repair of existing Masonry Patches - The Contractor will be required to restore the masonry to the standards set by the City's Project Manager. The extent of the Dutchman Repair is indicated on the elevation restoration drawings. Many of the masonry patches undertaken approximately fifteen (15) years ago have either discoloured over time, or have been matched to the original colour poorly. These patches are a distraction to the façade and will be removed and replaced with new matching andesite stone patches. The

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extent of the original patches is indicated in the exterior elevation condition drawings, while. Specification section 04524 - Masonry Restoration and Detail 2/2A2-04 - Dutchman Repair Detail, provides more detail on the Dutchman Repair requirements.

- (d) Masonry Restoration - Paint Removal - The Contractor will be required to remove the existing paint on the façade of City Hall. Many of the masonry patches undertaken approximately fifteen (15) years ago have been painted over, and these cladding stones will require paint removal before Dutchman Repairs and repointing. The extent of the cladding blocks that have been painted is indicated in the exterior elevation condition Drawings, while the extent of the block paint removal is indicated on the elevation restoration Drawings. Specification section 04531 - "Paint and Stain Removal", provides more detail on the paint removal requirements.
- (e) Masonry Restoration - Repointing - The Contractor will be required to repoint the existing masonry. Approximately forty five percent (45%) of the exterior elevations will require repointing. Specification section 04524 - "Masonry Restoration", provides more detail on the repointing requirements. Areas of the lower facades have been repointed with hard "Portland Cemen"t mortar, which will need to be replaced with new lime mortar as per Specifications. Extensive areas of the parapets have been repointed with caulking, which is nearing the end of its service life, and will be removed and repointed with a lime-based mortar as per Specifications. Existing mortar joints in exposed areas, such as below window openings, vertical corners and at parapet areas, are exhibiting mortar joint deterioration and wash-out, and will be repointed as per the specifications. Cladding stones subject to honing face repair will require perimeter mortar joint repointing, as well as areas of adjacent intersecting mortar joints in these repair areas.

Specific areas of repointing will be confirmed on site with the Consultant, once access to the building face has been provided;

- (f) The Contractor is reminded that daily operations will continue at City Hall during this Work. The Contractor is to conduct operations with minimum interference to adjacent public drives and parking lanes/stalls, sidewalks, accessible ramps and other entry/access facilities. Keep such areas free of materials, debris and equipment at all times;
- (g) The Contractor is to confine the Work and the operations of employees to limits indicated by the Contract documents. The Contractor is to not unreasonably encumber the site with equipment or products;
- (h) The Contractor is to protect surfaces of completed work exposed to view from staining, disfigurement and all other damage by restriction of access or by use of physical means suitable to the material and surface location. Establish with each Contractor the suitability of such protection in each case;
- (i) Provide the owner a site use diagram clearly indicating proposed site area fencing, storage areas, traffic control and safety procedures, site access for construction deliveries and services and on-site vehicle parking for review and acceptance prior to commencing construction. After approval of the site use diagram the Contractor's responsibilities include, but are not limited to:
- (i) Maintain the work site in a tidy condition, free from accumulation of waste products and debris, other than that caused by other contractors. The Contractor responsibilities for the Work Site will include but not be limited to the following:

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- A. Promptly remove from the site and property, all products, waste products, materials and debris dropped or deposited in the performance of the Work to the complete satisfaction of the Owner, local authorities having jurisdiction and the Consultant;
 - B. Deposit waste material and debris in waste containers and remove periodically from the site;
 - C. Clean interior areas prior to the start of finish Work, maintain areas free of dust and other contaminants during finishing operations; and
 - D. Protect all skylights with plywood to avoid damage. Ensure all equipment from damage and excessive dust exposure.
- (j) Landscape Protection - The Contractor is to engage the services of a certified arborist for any pruning or tie-back of existing trees, tree branches or shrubs that may be impacted by the scaffold installation at grade. Set scaffold bases on full length scaffold plank to avoid damage to shrub beds. Plan the scaffold erection at grade to avoid damage to plantings. The Contractor is to review the scaffold erection with the Consultant and City of Vancouver Park staff responsible for the City Hall landscape, prior to scaffold erection;
- (k) Where work involves breaking into or connecting to existing services, the Contractor is to carry out Work at all times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic;
- (l) Before commencing work, the Contractor is to establish location and extent of service lines in area of Work and notify Consultant of findings. All existing gas, water, electrical, drainage, Telephone and data, and sewer locations and sizes on drawings are approximate and a site visit is recommended;
- (m) Submit a schedule to obtain approval from the Consultant for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to effected parties; and
- (n) Protect relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found during course of Work. Relics, antiquities and items of historical or scientific interest remain her Majesty's property.

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

To be Initialled at Tender Opening:

Director, Supply Management or designate

Witness

Name of Tenderer

FT - 4

Initials of Signing Officer

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1.0 TOTAL TENDER PRICE AND SCHEDULE

Having carefully read and examined the Tender Documents the undersigned hereby offers to complete the Work covered by the Tender Documents and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to execute the Work for the Total Tender Price of:

Contract No. PS10157 - City Hall Heritage Exterior Upgrade - Masonry Restoration Contract
Total Tender Price \$ _____ in lawful money of Canada, excluding HST.

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

- (a) Work will begin by September 20, 2010.
- (b) Substantial Performance of the Work February 28, 2011
- (c) Occupancy of the Work will be achieved by March 31, 2011.

The undersigned confirms that the Total Tender Price above excludes HST but includes all applicable fees, all municipal taxes, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work in force at this date.

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

2.0 NOTICE OF AWARD

The undersigned agrees that this Tender will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days from the day following the Tender Closing Time, even if the Tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts this Tender ("**Notice of Award**"), the undersigned will, within ten Working Days of the receipt of the Notice of Award, deliver to the City:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Total Tender Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- (b) a detailed Construction schedule;
- (c) a "clearance letter" indicating that the Tenderer is in WorkSafeBC compliance; and

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- (d) a Certificate of Insurance and a certified copy of the insurance policies required in accordance with GC 11.2 of Part F - (Supplementary General Conditions) of this ITT.

3.0 NOTICE TO PROCEED

The undersigned agrees that upon City acceptance of the submissions in section 2.0 above, the City will deliver a Notice to Proceed by which the undersigned will:

- (a) sign the Contract Documents (including the Prime Contractor Agreement) and return them to the City within five (5) Working Days after receiving the Contract Documents from the City;
- (b) only after the Contract Documents (including the Prime Contractor Agreement) have been signed by all the parties, commence the Work within two (2) Working Days of the receipt of the written Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- (c) issue, post, and copy the Owner on the Notice of Project as and when required under section 20.2 of the *Occupational Health & Safety Regulation* (BC Regulation 296/97).

4.0 CONDITIONS

The undersigned understands and agrees that:

- (a) If the undersigned receives written Notice of Award of this Contract and, contrary to sections 2.0 and 3.0 above of this Form of Tender, the undersigned:
- (i) fails or refuses to deliver the documents as specified by sections 2.0 and 3.0 of this Form of Tender; or
- (ii) fails or refuses to commence the work as required by the Notice to Proceed,
- then such failure or refusal will be deemed to be a refusal to enter into the Contract and the City may, on written notice to the undersigned, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the Bid security submitted by the undersigned shall be forfeited to the City in the amount equal to the lesser of:
- (i) the face value of the Bid security; and
- (ii) the amount by which the Total Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest submitted Tender will not necessarily be accepted. 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.
- (c) The Schedules attached to this Form of Tender form a part hereof.
- (d) Appendix 2 attached to "Invitation to Tender No. PS10128 - Tenant Improvements at the Woodward's Heritage Building" form a part hereof.

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5.0 AMENDMENTS/QUESTIONS & ANSWERS

Acknowledgment of receipt of the following addenda to the Tender Documents is hereby made:

Amendment No. _____

Questions & Answers No. _____

The undersigned agrees that the undersigned thoroughly understands the terms and conditions contained therein.

6.0 CERTIFICATION

The undersigned hereby certify that our Tender complies in all respects with the Tender Documents.

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:

By: _____

(Seal)

By: _____

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

(Address)

(Name and Signature)

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE A**

SCHEDULE A

SUMMARY OF TOTAL TENDER PRICE

Table 1: Breakdown of Tender Prices (included in Total Tender Price)

The Tender Price for the Work is comprised of the following components. The Total Tender Price shall include the supply and installation of all labour, materials and services, together with the Tenderer's overhead and profit and exclude HST. The Tenderer is required to verify the extent of the Work.

Item No.	Description	Price
1	General Conditions	\$
2	Mobilization	\$
3	Demobilization	\$
4	Scaffold Erection (incl shrink wrap & debris net)	\$
5	Scaffold rental for duration of contract	\$
6	Scaffold Removal	\$
7	Honing Repair	\$
8	Dutchman Repair	\$
9	Paint Removal	\$
10	Repointing	\$
11	Insurance/Bonding	\$
	Sub-Total of Items 1-11	\$
	HST	\$
	Total of Items 1-19	\$

Table 2: List of Unit Prices (from Tenderer) for Any Additional Work

These unit prices will be used for changing quantities from those indicated in the Contract Documents, upon written instruction from the City. The Unit process will be applied in accordance

Name of Tenderer

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Initials of Signing Officer

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PART C - FORM OF TENDER - SCHEDULE A

with PART 6 CHANGES IN THE WORK of General Conditions. Include all labour, materials, overhead and profit, and other incidental expenses to cover finished work in prices quoted. Show HST separately. Do not proceed with such work unless and approval is obtained from the City's Project Manager.

Item No.	Description	Item Cost	HST	Item Cost plus HST
1	Honing of a full block (one foot eleven inches by six feet one inch)	\$	\$	\$
2	Dutchman Stone Repair (six inches by nine inches)	\$	\$	\$
3	Paint Removal (Price by square feet)	\$	\$	\$
4	Mortar Joint Repointing (Price by linear feet)	\$	\$	\$
5	Restoration Mortar Patch (six inches by nine inches)	\$	\$	\$

Table 3: Itemized Prices

These itemized prices are requested and will be used for budgeting purposes. Please include all labour, materials, overhead and profit in prices quoted. This itemized price is to be included in Total Tender Price and shall show HST separately. At the time of the writing of this ITT there are no itemized prices requested but the City reserves the right to add itemized prices in a future addendum.

Item	Cost	HST	Cost Plus HST
	\$	\$	\$

Table 4: Separate Prices

The Tenderer understands that any separate prices requested by the Owner will be included in the evaluation of the Tenders, and that not providing the requested prices can result in rejection of the Tender. The prices will be applied in accordance with "PART 6 CHANGES IN THE WORK" of General Conditions.

These separate prices are not included in the Total Tender Price. The separate prices quoted shall include all labour, materials overhead and profit, but exclude HST. Please include the cost of any changes or modifications to other aspects of the Work and provide a list of such modifications to the City's Project Manager if requested. The Tenderer understands that the Owner, at its sole discretion, may use these prices in comparison of the Tenders.

Name of Tenderer

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Initials of Signing Officer

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CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE A

The Contractor is not to proceed with such work to which separate prices apply until approval is obtained from the Consultant. Separate prices will remain open for acceptance by the City at any time.

The prices, excluding HST, to be added to, or subtracted from, the Total Tender Price for additional or deleted work, should the Owner request any of these changes at the time of award, are:

Item	Cost (excluding HST)	
New "Edison Restoration Mortar" patches installed as replacement for miscolored and failed original patches (as specified in Section 04524 "Masonry Restoration for Base Bid")	Add \$	Deduct \$
Deletion of all masonry restoration work accessible from rooftops to a height of twelve (12) feet.	Add \$	Deduct \$

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE B**

SCHEDULE B

SUPPLIERS

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

Supplier	Manufacturer	Address	Item

Additional pages may be attached to this page. Each such additional page should be clearly marked "CONTRACT No. PS10128, FORM OF TENDER - SCHEDULE B", and should be signed by the Tenderer.

Name of Tenderer

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Initials of Signing Officer

SCHEDULE C

SUBCONTRACTORS

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

[illegible]

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE D

SCHEDULE D

METHODOLOGY

GENERAL METHODOLOGY

The Tenderer should describe the methodology to be used in completing the Work. This description should include the ways of assuring identification of any specific challenges and the approach to be taken in dealing with them, and a detailed operating plan with respect to its activities, including expected Work schedule, sequencing of Work and expected daily production.

PLEASE NOTE: THE TENDERER'S PROPOSED METHODOLOGY SHALL BE SOLELY PROVIDED FOR THE BENEFIT OF THE CITY IN EVALUATING THE CONTRACTOR'S UNDERSTANDING OF THE WORK AND SITE CONSTRAINTS (AS IDENTIFIED IN SECTION 18.0 - SCHEDULING, COORDINATION AND COMPLETION OF THE INSTRUCTION TO TENDERERS). THE CONTRACTOR AGREES THAT THE METHODOLOGY SHALL NOT FORM A PART OF THE CONTRACT DOCUMENTS AND SHALL NOT BE USED TO INTERPRET THE CONTRACT DOCUMENTS, AND IS NEITHER APPROVED NOR REJECTED BY THE OWNER IN AWARDING THE CONTRACT TO THE CONTRACTOR AND FOR CERTAINTY WILL NOT BECOME PART OF THE SPECIFICATION OR REQUIREMENTS OF THE CONTRACT.

IF THE CONTRACTOR'S PROPOSED METHODOLOGY DOES NOT ACHIEVE THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, OR IF ANY ASSUMPTIONS MADE BY THE CONTRACTOR TURN OUT TO BE INCORRECT, THE CONTRACTOR SHALL BE ALLOWED TO ADJUST HIS PROPOSED METHODOLOGY FOR COMPLETING THE WORK; HOWEVER, SUCH CHANGES SHALL NOT BE A CAUSE FOR CLAIMING EXTRA COMPENSATION OR DELAY OR EXTENSION TO THE CONTRACT TIME FROM THE CITY. FOR CERTAINTY, ANY CHANGES TO THE CONTRACTOR'S PROPOSED METHODOLOGY FOR COMPLETING THE WORK AND MEETING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND COMPLETED AT THE CONTRACTOR'S EXPENSE.

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE D**

Additional pages may be attached to this page. Each such additional page should be clearly marked "CONTRACT No. PS10157, FORM OF TENDER - SCHEDULE D", and should be signed by the Tenderer.

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE E

SCHEDULE E
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 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 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 of receipt of Notice of Award of the CONTRACT.

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

The Common Seal of _____
was hereto affixed in
the presence of:

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE F

SCHEDULE F

TENDERER'S PROPOSED VARIATIONS

The Tenderer should make a full and complete statement and description of any proposed variations to the Tender Documents.

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 should be clearly marked "**CONTRACT No. PS10157, FORM OF TENDER - SCHEDULE F**", and should be signed by the Tenderer.

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART C - FORM OF TENDER - SCHEDULE G

SCHEDULE G

CERTIFICATE OF INSURANCE

To: City of Vancouver

Re: **ITT PS10157 City Hall Exterior Upgrade - Masonry Restoration Contract**

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if _____ (the "Tenderer") is awarded the Contract, we will insure the Contractor in accordance with the requirements of GC11.2 of the General Conditions, as modified by the Supplementary General Conditions, which are included in the Tender Documents and will form part of the Contract Documents.

Dated at _____, British Columbia, this _____ day of _____ 20__

BY:

TITLE: _____

FULL CORPORATE NAME OF

INSURER: _____



INVITATION TO TENDER (“ITT”) NO. PS10157
CITY HALL EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT

FORM OF AGREEMENT

between

and

CITY OF VANCOUVER

_____, 201__

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT

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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 for the City Hall Exterior Upgrade - Masonry Restoration Contract, 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 City of Vancouver, 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

1.1 The Contractor shall:

- (a) perform the Work required by the Contract Documents (as defined in Article A-3 of this Agreement) for the City Hall Heritage Exterior Upgrade - Masonry Restoration Contract for which the Contract Documents have been signed by the Owner and Contractor and for which McGinn Preservation and Engineering Ltd. is acting as, and is the "Consultant";
- (b) do and fulfill everything indicated by the Contract Documents; and

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT

- (c) 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, as certified by the Consultant, by the **[day]** day of **[month]**, **[year]**, in accordance with the Master Project Schedule, included as Schedule 3 of this Agreement.

1.2 For the purposes of this Agreement:

- (a) the City's project manager ("the City's Project Manager") is Mark Lau;
- (b) the Consultant's project manager ("the Consultant's Project Manager"), from McGinn Preservation and Engineering Limited, is Barry McGinn; and
- (c) the Contractor's project manager ("the Contractor's Project Manager") is _____.

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 (as defined in the Instructions to Tenderers for the Work), 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:

- (a) this Agreement (including the Schedules listed in Article A-8), when executed by the Owner and the Contractor;
- (b) Supplementary General Conditions;
- (c) Definitions and General Conditions of the Stipulated Price Contract (CCDC 2 - 2008, not attached but incorporated by reference);
- (d) Special Conditions;
- (e) the Contractor's Tender;
- (f) the Instructions to Tenderers (not attached but incorporated by reference);
- (g) Amendments, Addenda, Questions and answers issued by the Owner during the ITT process listed (but not attached) in Schedule 6 of this Agreement; and
- (h) Owner's Site Construction Rules.

- 3.2 Capitalized terms used in the Contract Documents will have the meaning ascribed to such terms in the Contract Documents.

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT

ARTICLE A-4 CONTRACT PRICE

- 4.1 The Contract Price (which excludes HST but otherwise includes all applicable fees, all municipal taxes, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work) to do, perform and supply all the Work in accordance with, and perform all the obligations specified by the Contract Documents is **[insert Contract Price]**.
- 4.2 All HST (of _____%) payable by the Owner to the Contractor is **[insert tax]**. This amount is not included in section 4.1.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price is subject to adjustment only in the Contract Documents.

ARTICLE A-5 PAYMENT

- 5.1 Subject to GC5.2 - *Applications for Progress Payment*, the Owner will pay the Contract Price to the Contractor together with taxes and will deduct and then make payment of the *Lien Act* holdback amount and certified deficiency holdback amounts together with such taxes 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 acknowledgement that the Work is 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 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:
- (a) 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
 - (b) 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
 - (c) 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:

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT**

City of Vancouver
Facilities Design and Management
515 West 10th Avenue, Suite 300
Vancouver, British Columbia V5Z 4A8

Attention: Mark Lau
Project Manager

(ii) to the Contractor at:

Attention: _____

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 -	Schedule of Prices
Schedule 2 -	List of Subcontractors and Suppliers
Schedule 3 -	Master Project Schedule
Schedule 4 -	Performance and Labour and Material Payment Bonds
Schedule 5 -	Insurance Certificate
Schedule 6 -	Addenda Index
Schedule 7 -	Prime Contractor Agreement

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.

[The remainder of this page has intentionally been left blank.]

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT**

ARTICLE A-10 TIME OF THE ESSENCE

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

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

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

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.

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 1**

SCHEDULE 1 - SCHEDULE OF PRICES

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

Item No.	Description	Price
1	General Conditions	\$
2	Mobilization	\$
3	Demobilization	\$
4	Scaffold Erection (incl shrink wrap & debris net)	\$
5	Scaffold rental for duration of contract	\$
6	Scaffold Removal	\$
7	Honing Repair	\$
8	Dutchman Repair	\$
9	Paint Removal	\$
10	Repointing	\$
11	Insurance/Bonding	\$
	Sub-Total of Items 1-11	\$
	HST	\$
	Total of Items 1-19	\$

Table of Unit Prices (from Tenderer) for Any Additional Work

Item No.	Description	Item Cost	HST	Item Cost plus HST
1	Honing of a full block (one foot eleven inches by six feet one inch)	\$	\$	\$
2	Dutchman Stone Repair (six inches by nine inches)	\$	\$	\$
3	Paint Removal (Price by square feet)	\$	\$	\$

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 1**

4	Mortar Joint Repointing (Price by linear feet)	\$	\$	\$
5	Restoration Mortar Patch (six inches by nine inches)	\$	\$	\$

Table of Itemized Prices

Item	Cost	HST	Cost Plus HST
	\$	\$	\$

Table of Separate Prices

Item	Cost (excluding HST)	
New "Edison Restoration Mortar" patches installed as replacement for miscolored and failed original patches (as specified in Section 04524 "Masonry Restoration for Base Bid")	Add \$	Deduct \$
Deletion of all masonry restoration work accessible from rooftops to a height of twelve feet.	Add \$	Deduct \$

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 2**

SCHEDULE 2 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

**INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 3**

SCHEDULE 3 MASTER PROJECT SCHEDULE

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

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 4

SCHEDULE 4 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(see attached)

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 5

SCHEDULE 5 INSURANCE CERTIFICATE

(City's form attached)

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 6

SCHEDULE 6 ADDENDA INDEX

(see attached)

SCHEDULE 7 PRIME CONTRACTOR AGREEMENT

PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

- (a) **"Contract"** has, for clarity, the meaning given to it in the Contract Documents of which this Prime Contractor Agreement is a part;
- (b) **"OH&S Regulation"** means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- (c) **"Owner"** means City of Vancouver;
- (d) **"Place of the Work"** means the work site at **453 West 10th Avenue, Vancouver, B.C.**;
- (e) **"Prime Contractor"** means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the "prime contractor" for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- (f) **"Project"** means **the City Hall Heritage Exterior Upgrade - Masonry Restoration Contract** at 453 West 10th Avenue, Vancouver, B.C., as contemplated by the Contract Documents, and includes all the Work;
- (g) **"WCA"** means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- (h) **"WCB"** means the Worker's Compensation Board of British Columbia (now known as WorkSafeBC);
- (i) **"WCB Legislation"** means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- (j) **"WorkSafeBC"** means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 7

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

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

- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the "prime contractor" under WCB Legislation for the Project.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with WCB Legislation and any other requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a "Pre-Job Meeting Form" if the Owner requests.
- For construction projects, post the Notice of Project (as defined in Section 20.2 of the OH&S Regulation) on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences, and otherwise comply with Section 20.2 of the OH&S Regulation in respect of the Notice of Project.
- Identify and set expectations for each Subcontractor's safety contact.
- Coordinate all safety-related activities, including without limitation site orientations, safety committee meetings, toolbox talks, inspections and incident reviews.
- Inform employers and workers of the workplace hazards associated with the Place of the Work.
- At the Place of the Work, provide the information listed in Section 20.3(4) of the OH&S Regulation.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCB Legislation and any other requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

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

- Ensure that all hazards are promptly and appropriately identified and addressed.

INVITATION TO TENDER NO. PS10157
CITY HALL HERITAGE EXTERIOR UPGRADE - MASONRY RESTORATION CONTRACT
PART D - FORM OF AGREEMENT - SCHEDULE 7

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

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

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

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PART D - FORM OF AGREEMENT - SCHEDULE 7**

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this Prime Contractor Agreement, the Prime Contractor accepts all responsibilities of a prime contractor as outlined above and in the Owner's Contractor Coordination Program (2003), Part 3 of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorkSafeBC.

The Prime Contractor agrees that the undersigned and its management staff, supervisory staff and workers will comply with the WCB Legislation and any other WorkSafeBC requirements.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be treated as a breach of the Prime Contractor's Contract with the Owner and sufficient cause for termination or suspension of the Contract and/or any other action deemed appropriate at the discretion of the Owner.

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

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contractor Agreement, I agree as an authorized representative of the Prime Contractor that the Prime Contractor accepts all responsibilities of the Prime Contractor as set out in this Agreement.

Date	_____
Contract #	_____
Name of Contractor	_____
Qualified Coordinator's Name	<u>(Construction Only)</u> _____
Signature of Authorized Representative	_____
Print Name and Title	_____

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PART E - SPECIAL CONDITIONS

1.0 HOURS OF WORK

- 1.1 The Vancouver Noise By-Law 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 shall be done outside these hours except as approved by the Consultant. 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.
- 1.2 Notwithstanding GC3.5 (as amended by the Supplementary General Conditions), the Owner's forces work to be performed between the hours of 7:00 a.m. and 5:00 p.m. Mondays to Fridays, except statutory holidays. Work will not be performed by Owner forces or Owner inspectors outside these hours except by special arrangement agreed to by the Consultant or in case of an emergency. Work performed by the Contractor in the absence of a required inspection is not permitted.

2.0 WORK WITH CONSULTANT

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

3.0 COORDINATION WITH OTHER WORK ON SITE

The Contractor will be responsible for completing the Work in a way that does not hinder other work on the Site. The Contractor shall have no claim against the Owner whatsoever with respect to delays or other interruption of the Work due to the above requirement to complete the Work in a way that does not hinder other work.

4.0 TRUCK SAFETY

- 4.1 All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with applicable motor vehicle regulations.
- 4.2 All truck operators must comply with City of Vancouver By-laws regulating truck use, including truck route, engine brake noise, and weight and load securement provisions. There will be zero tolerance on overloading trucks and untarped loads.

[Note: The City of Vancouver Street and Traffic By-Law 2849 - Spilling of Vehicle Loads on Streets - Securing of Loads

- 99(2)(a) No person shall drive, ride, or propel any vehicle containing any sawdust, solid waste, liquid waste, dirt, gravel, rocks, or other loose material on any street in the City unless such vehicles are kept tightly and securely covered in such a manner as to prevent any of the load from being blown, dropped or spilled from such vehicle.]
- 4.3 All vehicles must be inspected prior to leaving any site to ensure that loads are properly secured and tarped and that there is no debris on the vehicle and no debris or rocks between the tires.

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PART E - SPECIAL CONDITIONS**

5.0 UNIT PRICES

5.1 Quantity Variations - No Price Adjustments

The Prices set out in Schedule A - Summary of Total Tender Price are firm and fixed, and shall not be subject to adjustment as a result of any difference between the estimated quantities shown in such schedules and the corresponding actual quantities. Despite any term to the contrary in the Contract Documents, the provisions in GC5.3 - Basis of Payment and PART 6 - CHANGES IN THE WORK, as amended by the Supplementary General Conditions, shall apply equally to both additions to and deletions from the scope of the Work.

5.2 Changes within Thirty (30) Days of Award

Upon written notice from the Consultant (and provided such notice is issued as part of the Notice of Award or within thirty (30) days of issuance of the Notice of Award), to:

- (a) delete all or any designated portion or portions of Schedule A to Part C - Form of Tender; or
- (b) add new designated portion or portions to Schedule A to Part C - Form of Tender; or
- (c) do any combination of sections 5.2(a) and 5.2(b);

then the Contract will automatically be deemed to be amended accordingly and the Prices for the added items will be substituted for the Prices for the deleted items and there will be no change in the Construction Schedule or in any of the other terms and conditions of the Contract and the Consultant will issue a Change Order for signature by the Owner and Contractor (as a matter of record only). For certainty (and despite GC5.3 and PART 6 - CHANGES IN THE WORK, as amended by the Supplementary General Conditions), the Contractor will not be entitled to any other compensation on account of such change in items and the Contract will be interpreted and operate as though the added items were part of the initial Tender and Notice of Award to the exclusion of the deleted items.

5.3 Provisional Items Changes after Thirty (30) Days of Award

Upon written notice from the Consultant (where such notice is not issued within 30 days of issuance of the Notice of Award)), to change any of the items referred to in section 5.2(b) of the Special Conditions, then such notice will be treated as a change pursuant to PART 6 - CHANGES IN THE WORK and dealt with accordingly.

6.0 PROTECTION OF CITY FROM ENVIRONMENTAL LIABILITY FOR CONTAMINATED MATERIALS

6.1 The Owner will undertake testing, sampling and records-keeping in respect of all applicable Environmental Law for the materials excavated by the Contractor, in accordance with the Contract Documents. Excavated materials will require characterization prior to disposal by the Contractor.

6.2 If the excavated materials are tested and determined to be contaminated, the Contractor shall remove the contaminated materials at its own expense (excluding tipping fees at the Vancouver Landfill, if applicable) and treat them in conformity with all Environmental Law. The Contractor will be deemed to have taken ownership of such excavated materials once they are removed from the Site. The Contractor shall be liable for handling, transporting, or disposing of these contaminated materials as specified in the Contract Documents.

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PART E - SPECIAL CONDITIONS

- 6.3 All contaminated materials are to be disposed of at the Vancouver Landfill, located at 5400 72nd Street, Delta, British Columbia, unless otherwise arranged by the Owner. For certainty, the Contractor will not be required to pay the Vancouver Landfill tipping fee; such fee will be paid by the Owner.
- 6.4 If the Vancouver Landfill refuses to accept any of the contaminated materials from the Site, the Contractor shall dispose of such soils in accordance with Environmental Law, and provide to the Consultant, prior to any disposal of contaminated materials:
- (a) copies of applicable site disposal permit, along with a letter of consent signed by the Contractor authorizing the Owner to make all relevant enquiries of the applicable issuer of such permits as to their validity, authenticity, and current status, and the Contractor's compliance with same;
 - (b) a copy of all relevant bonds, insurance certificates, and procedures which the Contractor utilizes for ensuring that its customers are fully protected from liability for claims that contaminated materials deposited on a disposal site originated from the customer's site; and
 - (c) copies of relevant documents from applicable federal, provincial and municipal authorities with respect to authorization or permits for disposal of contaminated materials at a particular disposal site.
- 6.5 Unless a separate unit rate is provided in Schedule A, the Owner shall pay the Contractor its commercially reasonable additional costs (without any markup for overhead, profit or otherwise) for disposing of the contaminated materials at another disposal site (instead of the Vancouver Landfill site).
- 6.6 The Contractor shall keep a complete record of all contaminated materials removed from the Site and the location of disposal, including dates when such work was completed.

7.0 SUPPLY AND INSTALLATION RISK

Notwithstanding anything to the contrary in the Contract Documents (expressly stated or implied), the Products to be transported and delivered by the Contractor will be so transported and delivered at no risk or cost to the Owner with the intent and effect that until such Products are delivered, and installed and accepted in writing by the Consultant, all freight, brokerage, customs, insurance, handling, shipping, risk of loss or damage, and all other costs and risks will be borne by the Contractor.

8.0 NO PARKING SIGNS

The Contractor must provide at least forty eight (48) working hours' notice to the Consultant for erection or relocation of temporary "no parking" or "no stopping" signs. The Contractor is prohibited from interfering in any way with the Owner's parking regulation signage or placing its own signage without the Owner's prior written consent.

9.0 WORK ADJACENT TO TREES

The Contractor will take all necessary precautions to adequately protect all existing trees and shrubs within or adjoining the designated construction area. All damage will be brought back to its original state by replacing the damaged items with duplicated of the existing to the written approval of the Consultant and the Owner.

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PART E - SPECIAL CONDITIONS

For the scaffolding erection and maintenance the Contractor is to avoid damage to plantings. The Contractor is also to engage the services of a certified arborist for any pruning or tie-back of existing trees, tree branches or shrubs that may be impacted. The scaffold erection will be reviewed with the Consultant and the City of Vancouver Park staff responsible for the City Hall landscape prior to erection

10.0 PERMITS FOR WORK

Nothing in this Contract constitutes the issuance of a permit otherwise required to be obtained by the Contractor from the City of Vancouver (acting in its regulatory capacity, as opposed to its capacity as the Owner). The Contractor must obtain all required permits for the Work, including any and all permits required by the City of Vancouver. Extra compensation will not be allowed for costs incurred by the Contractor as a result of the failure of the Contractor to secure permits required for the Contractor to lawfully comply with the Construction Schedule.

11.0 PROVISION OF PEDESTRIAN AND VEHICULAR ACCESS

11.1 The Work will be carried out by the Contractor in accordance with the following requirements:

- (a) maintaining safe and continuous pedestrian access at all times for City Hall staff to their designated work areas;
- (b) closing only one walkway at a time (no closure of all walkways simultaneously) while maintaining safe and continuous pedestrian access across the closed walkway as set out in (a) above by providing a safe pedestrian corridor alongside the roadway adjacent to the closed walkway;
- (c) temporary closures of:
 - (i) the parking area of City Hall to vehicular traffic (but only where required by the Contractor) will be limited to a maximum of thirty (30) minutes at any given time;
 - (ii) the parking lot within the parking area of City Hall will be limited to Saturdays and Sundays only,

provided always that such temporary closures are arranged in advance with the Owner and/or the Consultant as part of the Construction Schedule review and approval process.

12.0 COORDINATION WITH OTHER CONTRACTORS

12.1 The Owner may enter into other contracts for the supply of services or equipment with other contractors who will require access to the Site. The Contractor is required to work together with the Owner and the Owner's other contractors to resolve any coordination issues that may arise as a result of these anticipated activities.

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PART F - SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC2-2008

THE SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC2-2008

CONTRACT DOCUMENTS ARE MODIFICATIONS OF CCDC 2 -2008

- 1.1.1 The Agreement, Definitions and General Conditions of Standard Construction Document CCDC 2 - Stipulated Price Contract, 2008 edition ("**CCDC 2**"), available for download at <http://www.ccdc.org/downloads/index.html>, are amended by these Supplementary General Conditions as set forth below. Any reference in the Contract Documents or the Tender Documents to "General Conditions" or "GC" or "Part" means the General Conditions contained in the CCDC 2 as amended by these Supplementary General Conditions. Whenever there is a conflict between these Supplementary General Conditions and the other Contract Documents or wherever the Contract Documents are silent and these Supplementary General Conditions speak to a particular issue or matter, the provisions of these Supplementary General Conditions shall take precedence.
- 1.1.2 Unless the context dictates otherwise and to the extent not otherwise defined in the Contract Documents, defined terms in these Supplementary General Conditions adopt the meanings given thereto in the CCDC 2.
- 1.1.3 To the extent that the *Lien Act* expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, with respect to but only to the extent that, those provisions of the *Lien Act* are deemed to apply to any provisions of these Supplementary Conditions then the provisions set out in the *Lien Act* shall overrule any provision of the Contract Documents that is determined to contradict or contravene the *Lien Act* but only to the extent of such contradiction or contravention.

AMENDMENTS TO THE FORM OF AGREEMENT (CCDC 2)

Delete Pages 1 through 5 of CCDC 2 consisting of the "Agreement between Owner and Contractor".

AMENDMENTS TO THE DEFINITIONS

The following definitions from CCDC 2 are amended:

Delete paragraph 6 and replace with the following:

6. Contract Documents

The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS, amendments agreed upon in accordance with the Contract Documents and in writing between the parties together with all other documents, schedules and additions mutually agreed to or settled by the parties from time to time in respect of this Contract.

Delete paragraph 8 and replace with the following:

8. Contract Time

The Contract Time is the time stipulated in paragraph 1.1(c) of Article A-1 of the Agreement from commencement of the Work to Substantial Performance of the Work.

Add the following at the end of the paragraph 12:

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12. Owner

...and expressly excludes the Owner while acting in its capacity as a municipal regulatory authority.

Add the following definition of "Owner Caused Event" as a new paragraph 12.A

12A. Owner-Caused Event

An Owner-Caused Event is a wrongful act or omission of the Owner, the Consultant or anyone employed or engaged by them directly or indirectly, which is contrary to the express provisions of the Contract Documents, but for further certainty any event which is beyond the reasonable control of the Owner, the Consultant or anyone employed or engaged by them directly or indirectly is deemed to be an Excusable Event and not an Owner-Caused Event.

Delete the definition of Substantial Performance of the Work at paragraph 20 and replace with the following:

20. Substantial Performance of the Work

Substantial Performance of the Work shall have the same meaning as "completed" in the *Lien Act* including as contemplated by section 1(3) thereof.

The following definitions shall be added to and will apply in the Contract Documents:

27. Applicable Laws

Applicable Laws means all applicable federal, provincial and municipal laws, bylaws, codes, rules, regulations, policies and requirements applicable to the Work and the Project.

28. Applicable Permits

Applicable Permits means all necessary approvals, permits, licenses and consents required for the performance of the Work.

29a. Certificate of Completion

Certificate of Completion means the certificate under section 7 of the *Lien Act* and for certainty includes an order made under section 7(5) of the *Lien Act*.

29b. Construction Schedule

Construction Schedule means the construction schedule described at GC3.5.1.1 as adjusted in accordance with GC 3.5.

30. Environmental Law

Environmental Law means any applicable law relating to the protection of the environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, remediation and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labeling, handling and the like of Hazardous Substances.

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31. Excusable Event

An Excusable Event means an event or circumstance (i) that is beyond the reasonable control of the Contractor, and its Subcontractors and Suppliers, and could not reasonably have been foreseen by the Contractor or its Subcontractors and Suppliers, and (ii) the impact of which could not have been avoided or substantially avoided by the exercise by them of commercially reasonable measures, but for greater certainty includes (subject to items (i) and (ii) above and subject also to items (v) through (viii) below) any (iii) acts of God, storm, earthquake, flood, fire, lightning, war (declared or undeclared), hostilities, national emergency, civil disturbance or commotion, insurrection, embargo, blockade, import restriction, epidemic, landslide, explosion, and (iv) government order, or regulation or other act of the public authority (except where the order or act results from a party's own acts or omissions or its failure to comply with Applicable Laws or Applicable Permits), but for greater certainty excludes (v) any Site Labour Disturbance, (vi) temperature, precipitation, wind or other weather condition which, in any four week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada, (vii) a circumstance or cause resulting from the fault or negligence or omission of the Contractor or its Subcontractors or Suppliers, or their failure to perform the Contractor's obligations under this Contract including a failure to properly plan or carry out the Work in accordance with the terms hereof, and (viii) an event or circumstance which by the exercise of reasonable diligence could have been avoided or the effect of which could have been mitigated or which arises from a lack of funds.

32. Final Certificate for Payment

Final Certificate for Payment means the certificate issued on Total Performance of the Work.

33. Hazardous Substance

Hazardous Substance means any contaminant, waste, hazardous substance, hazardous waste, or dangerous goods in such quantities and concentrations as contravene applicable limitations under Environmental Law and that may impair the Environment, injure or damage property or plant or animal life or harm or impair the health of any individual.

34a. Holdback Amount

Holdback Amount means the amount of the holdback required by the *Lien Act*.

34b. ITT

ITT means the Invitation to Tenderers for the Work.

35. Lien or Liens

Lien or Liens means a lien or claim of lien under the *Lien Act*.

36. Lien Act

Lien Act means the *Builders Lien Act* (British Columbia), as amended or replaced from time to time.

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37. Owner's Site Construction Rules

Owner's Site Construction Rules means all applicable policies, standards, protocols, rules and directions of the Owner with regard to the Project and completion of the Work including those identified in the Specifications, Special Conditions and other Contract Documents.

38. Schedule of Prices

Schedule of Prices means the Schedule of Prices attached as Schedule 1 to the Agreement.

39. Site

Site means the construction location and boundaries shown on the Drawings.

40. Site Labour Disturbance

Site Labour Disturbance means any strike, lock-out or labour disturbance, including those resulting from any jurisdictional or non-affiliation disputes, involving employees, whether or not members of a trade union, of the Contractor, any Subcontractor, any Supplier, or any of their respective subcontractors of any tier, which delays or in any way adversely affects the performance and completion of the Work.

41. Total Performance of the Work

Total Performance of the Work means the entire Work has been satisfactorily performed and is so certified by the Consultant.

42. Trade Union Council

Trade Union Council means a council or association of trade unions of which employees of the Contractor or a Subcontractor are members.

43. WorkSafeBC Rules

WorkSafe BC Rules means the *Workers Compensation Act* (British Columbia) including without limitation the *Occupational Health and Safety Regulation* (British Columbia), as amended or replaced from time to time.

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

GC1.1 CONTRACT DOCUMENTS

GC1.1.7 is deleted in its entirety and replaced as follows:

If there is a conflict within the Contract Documents, the order of priority of documents, from highest to lowest, shall be:

- these Supplementary General Conditions;
- the Special Conditions;
- the Agreement between the Owner and the Contractor;
- the Definitions and General Conditions, Form CCDC2 - 2008;

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- Instructions to Tenderers;
- Amendments, Addenda, Questions and answers during ITT Process;
- the Contractor's completed Form of Tender including Schedules (except section 5 listing Amendments, Questions & Answers and Addenda);
- Specifications;
- Drawings; and
- Owner's Site Construction Rules.

GC1.5 ADVERTISING

GC1.5.1 is added as follows:

The Contractor will obtain the Owner's prior written approval for any public advertising, press release or other general publicity matter, in which the name or trademarks of the Owner or any other person are mentioned or used, or in which words are used from which any connection with the Owner name or trademarks may be inferred. The Contractor will not allow or permit any public ceremony in connection with the Work without the permission of the Owner provided in writing. The Contractor will not erect or permit the erection of any sign or advertising without the prior written approval of the Owner.

GC2.2 ROLE OF THE CONSULTANT

GC2.2.5 is deleted in its entirety and replaced with the following:

The Consultant will be the Payment Certifier for the purposes of the *Lien Act*. Based on the Consultant's observations and evaluation of the Contractor's application for payment and review of the status of the Work including the Schedule of Work, the Consultant will approve progress draws and will issue the Certificate of Completion and the Final Certificate for Payment.

GC2.2.19 is added as follows:

Notwithstanding GC2.2.13, the Contractor shall be responsible for requesting any instructions or clarifications from the Consultant which are needed for the performance of the Work and shall request such instructions or clarifications in time to avoid any delay of the Work.

GC2.2.20 is added as follows:

Nothing in GC2.2 shall derogate from or affect the terms and provisions of any contractual or other legal relations between the Owner and the Consultant, and such contractual and other legal relations shall in all cases take precedence over GC2.2 in the event of a conflict.

GC2.3 REVIEW AND INSPECTION OF THE WORK

GC2.3.1 is amended by deleting the first sentence of the paragraph and replacing it with the following:

The Owner and the Consultant and their authorized representatives shall have access to the Work at all times.

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GC2.3.2 is amended by deleting the first sentence of the paragraph and replacing it with the following:

If work is designated for review, tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or by the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notification of when the work will be ready for review and inspection.

GC2.3.4 is deleted in its entirety and replaced with the following:

If the Contractor covers, or permits to be covered, work that has been designated for review, tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the review, inspections or tests satisfactorily completed, and make good covering work at the Contractor's expense.

GC2.3.8 is added as follows:

The Consultant may:

- .1 review and monitor the Contractor's performance of any aspects of the Work for conformance with the requirements of the Contract, including:
 - (a) the Contractor's submittals; and
 - (b) any and all construction activities; and
- .2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the Owner may reasonably request whether or not specifically required by the Contract Documents.

Should the Consultant be required to make more than one review of rejected work or should the Consultant perform additional reviews due to failure of the Work to be corrected as required by the Consultant in the prior review, the Contractor will be required to compensate the Owner for such additional Consultant services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 - CHANGES IN THE WORK.

GC2.3.9 is added as follows:

Review, monitoring or approval by the Consultant or Owner of the Contractor's performance of the Contract shall not relieve the Contractor of its sole responsibility and liability for the proper performance of the Contract strictly in accordance with its terms.

GC2.3.10 is added as follows:

Acceptance of the Work by the Owner does not relieve the Contractor from being required to correct deficiencies as provided under GC2.4 - DEFECTIVE WORK - which are missed at the time of creating the deficiency list or are otherwise hidden.

GC2.4 DEFECTIVE WORK

GC2.4.1 is amended by adding the following to the end of the paragraph:

In the event that work or materials are found to be defective then if the Contractor does not remove such defective materials or work within the time fixed by written notice, the Owner

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may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the Owner for the cost expense of such removal and storage within five days of removal by the Owner, the Owner may, upon ten days written notice sell such materials with the proceeds thereof, if any, after deducting all the costs and expenses that should have been borne by the Contractor, being returned to the Contractor.

GC2.4.3 is deleted in its entirety and replaced with the following:

If in the opinion of the Consultant it is not expedient to correct defective work or work not otherwise performed in compliance with the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and the amount required by the Contract Documents or, at the option of the Owner, the cost or value of such work as necessary to correct such defective or non-compliant work. If the Owner and the Contractor do not agree on the difference in value, they shall refer the matter to the Consultant for a determination.

GC3.1 CONTROL OF THE WORK

GC3.1.3 is added as follows:

The Contractor shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and shall employ proper equipment in good condition. The Contractor shall have complete control over its employees and Subcontractors and shall enforce discipline and order among its employees and assure discipline and order by its Subcontractors including, in all cases, without limiting the foregoing, compliance with and enforcement of Owner's Site Construction Rules and WorkSafeBC Rules.

GC3.1.4 is added as follows:

The Contractor shall be familiar with, and its performance of this Contract shall be governed by and comply with, all Applicable Laws and Applicable Permits which exist at present or which may be respectively enacted or obtained after the date hereof, and with Owner's Site Construction Rules.

GC3.1.5 is added as follows:

The Contractor represents and warrants that it has reviewed all Contract Documents and inspected and examined the Site and the Project to the extent it considers necessary and in accordance with prudent practice and satisfied itself as to the nature and extent of the conditions, including the physical and climatic conditions which may be encountered in the performance of the Work and to the extent possible to establish the state and quality of the existing construction.

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

GC3.2.2 is amended by deleting "the Owner shall:" and replacing it with "the Contractor shall:".

GC3.2.2.3 is deleted in its entirety.

GC3.2.3.3 is amended by adding the following to the end of the paragraph:

Except to the extent the Contractor could not reasonably be aware of the deficiencies, the Contractor shall have no claim against the Owner relating to deficiencies of other contractors or the Owner's own forces where the Contractor has failed to so report.

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GC3.2.7 is added as follows:

The Contractor acknowledges that the Site will continue to be used by the Owner and others as described in the Owner's Site Construction Rules and Special Conditions. The Contractor will work simultaneously and harmoniously with others using the Site and use all efforts not to interfere with or delay others.

GC3.5 CONSTRUCTION SCHEDULE

GC3.5.1.1 is deleted in its entirety and replaced with the following:

... prepare and submit to the Owner and the Consultant within ten Working Days of issuance of the Notice of Award (as defined in section 2.0 of the Form of Tender), a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;

GC3.5.1.3 is amended by adding the following to the end:

... and advise of any effects on the Work expected from the change in the Construction Schedule.

GC3.5.2 is added as follows:

The Contractor will regularly monitor the progress of the Work and advise the Owner and the Consultant of any revisions to, or any failure to meet or anticipated failure to meet, the Construction Schedule and any extensions of the Contract Time as a result of Change Orders issued hereunder.

GC3.5.3 is added as follows:

The Contractor will submit to the Consultant and the City's Project Manager monthly updates and provide comments on compliance with the Construction Schedule and details of any remedial actions being undertaken to improve or ensure compliance with the Construction Schedule.

GC3.5.4 is added as follows:

If the Work does not progress in accordance with the Construction Schedule, the Contractor will use all reasonable means to accelerate the Work, without additional compensation, to comply with the Construction Schedule.

GC3.6 SUPERVISION

GC3.6.3 is added as follows:

Any superintendent or foreman whose work is unsatisfactory to the Consultant, or to whom the Consultant may have any reasonable objection, shall be dismissed from the Work upon written notice of the Consultant. No superintendents or foremen will be substituted or replaced, except at the request or with the written consent of the Owner, or as a result of such superintendent's or foreman's voluntary termination of employment or incapacity and any replacement will have comparable or superior qualifications and experience.

GC3.7 SUBCONTRACTORS AND SUPPLIERS

GC3.7.2 is deleted in its entirety and replaced as follows:

The Contractor shall indicate in writing those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work. Should the Owner not object before signing the Contract, the Contractor shall employ those Subcontractors or Suppliers so identified by the Contractor in writing for the performance of that portion of the Work to which their bid applies. No change of Subcontractors shall be made without written consent of the Consultant and Owner, which consent will not be unreasonably withheld.

GC3.7.7 is added as follows:

In every subcontract the Contractor shall specify that the Consultant shall be the person responsible for payment certification under that subcontract for the purposes of the *Lien Act*. With every request to the Consultant for a determination whether a subcontract has been completed, the Contractor shall furnish a detailed description of the scope of work covered by the subcontract and a complete reconciliation of the subcontract account.

GC3.8 LABOUR AND PRODUCTS

GC3.8 is deleted in its entirety and replaced with the following:

3.8.1 Union Contractors

(a) *Open Site*

The Site and adjacent work areas associated with the Project are, or are part of, an "open site" and the Work will be performed on a "no strike/no lockout" basis. Accordingly, the Contractor and its Subcontractors, as well as the Owner and other Contractors, may employ labour at the Site who are members of a trade union, including a trade union affiliated with a Trade Union Council or who are members of another trade union, or who are not members of a trade union.

(b) *Labour Disruptions*

The Contractor will use its best commercial efforts to ensure that no Site Labour Disturbance shall occur and the Contractor:

- (i) will only retain Subcontractors for the Work whose employees are either:
 - (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work; or
 - (2) not so certified; andrequire such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work or are not so certified; and
- (ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Site and who are certified in British Columbia to

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be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact on the Owner, the Work or the Contract Time, the Contractor will use its best commercial efforts to ensure that the length and extent of such impact is minimized (including without limitation by cooperating with the Owner in any measures the Owner may take to ameliorate such impact) and the Contractor will be liable to the Owner for any such impact.

(c) *Required for Union Contractors*

Without limiting the generality of Section (b) above, if the Contractor, or any Subcontractor, proposes to employ labour at the Site who are members of a trade union, including a trade union that is affiliated with a Trade Union Council authorized to bind its member trade unions, then the Contractor must first submit to the Consultant:

- (i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and
- (ii) an agreement that there will be no Site Labour Disturbance at or affecting the Site and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

The Contractor shall pay or cause to be paid to every person employed on the Work not less than the wages or remuneration generally accepted as current at that time.

- 3.8.2 The Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant.
- 3.8.4 The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The Owner shall have the right, by written notification to the Contractor, to require the removal from the Project of any employee of the Contractor or a Subcontractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory or who breaches the Owner's Site Construction Rules or the terms of this Contract. Any such employee shall be immediately removed from the Site by the Contractor and shall not be employed again on the Project without the prior written approval of the Owner.

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- 3.8.5 All Products shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

GC3.9 DOCUMENTS AT THE SITE/DAILY RECORD

GC3.9.1 is deleted in its entirety and replaced with the following:

The Contractor shall keep one copy (as opposed to the originally executed set) of all current Contract Documents, Shop Drawings, Change Orders, Change Directives, the diary record set out in GC3.9.2 below, submittals, reports, and records of meetings at the Place of the Work, in good order, properly indexed, and available at all regular working hours on Working Days to the Owner and the Consultant.

GC3.9.2 is added as follows:

The Contractor shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be available for the Consultant's inspection at all reasonable times and delivered to the Consultant on completion of the Work. The diary shall include, in reasonable detail:

1. daily weather conditions;
2. commencement, progress and completion of the Work;
3. dates of all the Contractor's meetings related to the Work and their purpose; and
4. dates of visits or inspections by government authorities, inspectors, utility companies, and any other inspecting authority.

GC3.10 SHOP DRAWINGS

GC3.10.2 is amended by adding the following to the end:

... or as the Consultant may reasonably request.

GC3.12 CUTTING AND REMEDIAL WORK

GC3.12.3 is amended by adding the following to the end:

... unless the Owner elects to do the cutting or remedial work itself or retain other contractors to do cutting or remedial work in accordance with GC7.1. Such work shall be performed in accordance with GC3.2.

GC4.1 CASH ALLOWANCES

GC4.1.1 is deleted in its entirety and replaced as follows:

The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, the scope of work or costs included in such cash allowances will:

- (a) cover the net out-of-pocket cost of the Contractor for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other

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expenses authorized by the Owner and incurred in performing the work stipulated under the cash allowances, and

- (b) will not cover labour or installation, unless (and then only to the extent):
- (i) specifically stated in the Specifications or Drawings as being included in the cash allowance, or
 - (ii) specifically designated as an itemized or separate price in the Schedule of Prices, and is therefore included as an itemized or separate price item,

and otherwise will be deemed to be included in the Contract Price.

GC4.1.2 is deleted in its entirety and replaced as follows:

The Contract Price, and not the cash allowances, includes the Contractor's and Subcontractors' overhead and profit in respect to such cash allowances. Unless noted otherwise in the Contract Documents, none of the work included in the Drawings and Specifications is intended to be paid for by the cash allowances. The cash allowances are for the Owner's use, at the Owner's sole discretion.

GC4.1.3 is amended by adding the following to the end of the paragraph:

The Consultant may require that cash allowance Work proceed only after competitive tenders or proposals are sought and received by the Contractor for all or any part of the cash allowance Work. The Contractor shall provide full disclosure to the Consultant of all such tenders or proposals. The Contractor shall not accept any such tenders or proposals without the prior consent of the Consultant. The Contractor shall maintain at the Site, or such other location as the Consultant may approve, accurate and complete records and accounts documenting all costs incurred under cash allowances. These records and accounts shall be available for inspection by the Consultant and the Owner at all reasonable times, and the Consultant and the Owner may take copies thereof.

GC4.1.4 is deleted in its entirety and replaced as follows:

Where the actual cost of the Work as approved by the Consultant or Owner under any cash allowance exceeds the initial amount of the allowance, the Contractor will be compensated for the excess incurred and substantiated but not for any overhead or profit on the excess. Where the actual cost of the Work as approved by the Consultant or Owner under any cash allowance is less than the initial amount of the allowance, the Owner will be credited for the unexpended portion of the cash allowance, but not for the Contractor's overhead or profit on such amount.

PART 5 PAYMENTS

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC5.1 (including the heading) is deleted in its entirety and replaced with the following:

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

- 5.1.1 The Owner shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor acknowledges that Owner's financial statements as published pursuant to the Financial Information Act (British Columbia) constitute full satisfaction

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of this requirement and satisfactory evidence of the Owner's ability to fulfill its obligations under this Contract.

- 5.1.2 The Owner shall give the Contractor Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.
- 5.1.3 The Owner shall pay to the Contractor for the proper and timely performance and completion of the Work the Contract Price, consisting of:
- (i) if all or part of the Work is designated as Unit Price Work in the Schedule of Prices, the product of each Unit Price stated in the Schedule of Prices, multiplied by the measured and actual quantity of each corresponding item of Work necessary for the proper performance and completion of the Work;
 - (ii) if all or part of the Work is designated as Lump Sum Work in the Schedule of Prices, the aggregate of Lump Sum Prices stated in the Schedule of Prices;
 - (iii) the aggregate of all Cash Allowances, if any, specified in the Schedule 1 of the Agreement; and
 - (iv) if all or part of the Work is designated as Cost Plus Work, the cost reasonably and necessarily incurred by the Contractor in performing and completing such Work, such cost to be determined in accordance with GC5.1A.3, plus a percentage or fixed fee, as stated in the Schedule of Prices.
- 5.1.4 [Intentionally Deleted.]
- 5.1.5 [Intentionally Deleted.]
- 5.1.6 Subject to the provisions of the Contract Documents and in accordance with the Lien Act in respect of holdbacks, the Owner shall:
- .1 make progress payments to the Contractor on account of the Contract Price when due, based
 - (i) on the value of the Work completed and Products incorporated into the Work as certified by the Consultant, and
 - (ii) Products delivered to the Site but not yet incorporated into the Work, as agreed to by the Owner,together with applicable Value-Added Taxes;
 - .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Contractor is a party, and where 55 calendar days have elapsed since the issuance of the Certificate of Completion without any Liens being filed that arose under the subcontract, pay the Holdback Amount to the Contractor in respect to the subcontract;
 - .3 upon issuance of the Certificate of Completion (in respect to Substantial Performance of the Work), and where 55 calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens being filed with respect to this Contract, pay the balance of the Holdback Amount to the Contractor in respect to this Contract; and
 - .4 upon issuance of the Final Certificate for Payment (in respect to Total Performance of the Work), and provided no Liens or other liens have arisen in

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respect to this Contract, pay the balance of the Contract Price to the Contractor.

- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent, calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.
- 5.1.8 If Work is damaged or there is any loss in relation to Work, as a result of which an amount is paid under any policy of insurance provided by the Owner under the Contract, then such amount shall be paid to the Owner and advanced to the Contractor in monthly progress payments as the Contractor performs and completes repair or Restoration Contract Work in respect of such loss or damage.

GC5.1A BASIS OF PAYMENT:

5.1A.1 Basis of Payment for Unit Price Work

- .1 *Unit Price Work:* Payment for Unit Price Work, if any, shall be based on the Unit Prices set out in the Schedule of Prices.
- .2 *Measurements:* The Contractor shall measure the Work and the Consultant will verify such measurements to determine payment to the Contractor in accordance with the measurement provisions of the Contract Documents.

5.1A.2 Basis of Payment for Lump Sum Work

- .1 *Lump Sum Work:* Payment for Lump Sum Work, if any, shall be based on the Lump Sum Prices set out in the Schedule of Prices.

5.1A.3 Basis of Payment for Cost Plus Work

- .1 *Cost Plus Work:* Payment for Cost Plus Work, if any, shall be based on the cost of such Work, as provided in GC5.1A.3.2, plus a fixed fee or percentage fee calculated as a percentage of the cost of such Work, for the Contractor's overhead and profit. The fixed fee or percentage fee shall be as provided in the Schedule of Prices, except in the case of the valuation of changes in the Lump Sum Work on a cost-plus basis, in which case the applicable percentages shall be limited to the percentages stipulated in GC5.1A.4. In any event, any percentage fee, whether specified in the Schedule of Prices or in this GC5.1A.3.1 shall not be applied to the cost of Construction Equipment for which rates are provided in the Schedule of Construction Equipment Rates (if applicable) or labour for which rates are provided in the Schedule of Labour Rates (if applicable).
- .2 *Cost of the Work:* The cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, except as otherwise specified in the Contract Documents, shall be at rates prevailing in the locality of the Site and, subject to GC5.1A.5, shall include the following cost elements as applicable to such Work:
- (i) wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under

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a salary or wage schedule agreed upon by the Consultant and the Contractor;

- (ii) salaries, wages, and benefits of the Contractor's personnel, when stationed at the field office, in whatever capacity employed, or personnel at shops or on the road, engaged in expediting the production or transportation of Products;
- (iii) contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraphs (i) and (ii);
- (iv) travel and subsistence expenses of the Contractor's personnel described in paragraphs (i) and (ii);
- (v) the cost of all Products, including the cost of transportation thereof;
- (vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
- (vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
- (viii) deposits lost;
- (ix) the amounts of all subcontracts;
- (x) the cost of quality assurance such as independent inspection and testing services;
- (xi) fees or charges levied by authorities having jurisdiction at the Site;
- (xii) any adjustment in premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain;
- (xiii) any adjustment in Value Added Taxes, excluding for certainty taxes on income or capital, for which the Contractor is liable;
- (xiv) charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the Work;
- (xv) the cost of removal and disposal of waste products and debris; and

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- (xvi) costs incurred due to emergencies affecting the safety of persons or property.
- .3 **Approval Required:** The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Cost Plus Work or Work done under a Change Directive or Change Order on a cost-plus basis.
- .4 **Rejection of Costs:** The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable, unnecessary or the cost was otherwise improperly incurred in the performance of the Work.
- .5 **Records:** The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.
- .6 **Access to Records:** the Owner, the Consultant and the Owner Representative shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, and for this purpose the Contractor shall preserve such records for a period of one year after the date of Substantial Performance of the Work.

5.1A.4 Cost Plus Contract Rates and Mark Ups

When Cost Plus Work is performed or a change in the Work is valued on a cost-plus basis, then:

- (i) the costs of labour will be determined by the labour rates specified in the Schedule of Labour Rates, without mark up, unless otherwise specified therein;
- (ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the Schedule of Construction Equipment Rates, without mark up, unless otherwise specified therein;
- (iii) in the case of changes in Lump Sum Work valued on a cost-plus basis, the amount of subcontracts specified will be subject to a mark up of five percent for overhead and profit, but all other costs specified in GC5.1A.3.2 will be subject to a mark up of ten percent; and
- (iv) for further certainty, to the extent that any changes involve changes in the estimated quantities of Unit Price Work such changes will be determined solely by the Unit Prices, without mark-up, unless otherwise specified therein.

For clarification purposes, the City advises that the intention of section 5.1A.4 (iii) of the Supplementary General Conditions contained within Part F of this ITT, is as follows:

- .1 The Contractor will receive combined overhead and profit equal to ten percent (10%) of the direct unavoidable costs incurred by the Contractor's use of his own forces;
- .2 The Contractor will receive five percent (5%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive

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(provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract).

- .3 The Subcontractor will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the Change Order or Change Directive, and
- .4 The Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.

5.1A.5 Cost Plus Maximum under Change Order

When a change in Lump Sum Work is valued on a cost plus basis, the Consultant may require that the aggregate amount incurred under the corresponding Change Order shall not exceed a maximum amount acceptable to the Owner, acting reasonably, and specified in the Change Order, as such amount may be revised from time to time by subsequent written authorization of the Consultant. The Contractor shall not be entitled to payment in excess of such applicable maximum amounts in respect of any such Change Orders.

5.1A.6 Daily Records for Cost Plus Work under Change Order

When a change in Lump Sum Work is valued on a cost plus basis, the Contractor shall prepare and submit to the Owner Representative on a daily basis a report of costs incurred in performing Work under the corresponding Change Orders. The report must identify all such open Change Orders, and summarize on a current basis costs incurred, allocated to the cost of labour, Material and Construction Equipment, and otherwise in such reasonable detail as the Owner Representative may direct.

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

GC5.2 is deleted in its entirety and replaced with the following:

- 5.2.1 Applications for payment shall be submitted on or before the last day of each calendar month, dated as of the last day of the month, and be in respect to the Work completed prior to the application being signed (the "payment period").
- 5.2.2 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.3 The Contractor shall submit to the Consultant, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 When making applications for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The

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Owner has the right to refuse payment for Products delivered to the Site but not incorporated in the Work. The Contractor shall obtain the Owner's written permission prior to invoicing for such Products.

5.2.6 Each application for payment shall:

- .1 be in such form and detail as the Consultant shall require and submitted consistently in such form and detail unless otherwise advised by the Consultant;
- .2 be attached to a statement or statutory declaration sworn by an officer of the Contractor which verifies the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
- .3 relate the Work for which payment is claimed to the Construction Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;
- .4 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
- .5 attach the documents required under GC10.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules;
- .6 attach the monthly update contemplated by GC3.5.3; and
- .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Contractor's estimate of the costs and time to complete or correct such items.

5.2.7 The Contractor shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Consultant may reject all or the applicable portions of same by promptly (and in any event within five calendar days of its receipt) notifying the Contractor of the deficiencies in the application. The Contractor will promptly supply to the Consultant such further certification or information as may be necessary to remedy the deficiencies in the application.

5.2.8 An application for payment shall be deemed to be received by the Consultant only if and when submitted in full conformity with GC5.2.6.

GC5.3 PROGRESS PAYMENT

GC5.3.1.2 is amended by adding the following to the end:

If, after a certificate of payment has been issued to the Owner (and prior to payment by the Owner), the Consultant determines on the basis of new information that the amount certified for payment is incorrectly high or low relative to the Work being certified, then the Consultant shall issue a revised certificate.

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GC5.3.1.3 is amended by deleting the words "Article A-5 of the Agreement and replacing with "this GC5".

GC5.3.2 is added as follows:

Subject to the provisions of the Lien Act, the Owner may retain a deficiency holdback from progress draws prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund the deficiency holdback at Substantial Performance of the Work

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 (including the heading) is deleted in its entirety and replaced with the following:

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK/CERTIFICATE OF COMPLETION

- 5.4.1 When the Contractor considers that Substantial Performance of the Work has been achieved, or if permitted by the Lien Act the Contractor wishes to apply for a Certificate of Completion in respect to a subcontract with a Subcontractor, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner an application for a Certificate of Completion of same (a "Completion Certificate Application") in conformity with GC5.4.4.
- 5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor's list and application:
 - .1 advise the Contractor in writing that the Work or the designated portion of the Work is not "completed" (as that term is used in the Lien Act) and give reasons why, or
 - .2 issue a Certificate of Completion in respect to the Work or subcontract stating on the certificate the date of issuance in accordance with the Lien Act and issue a copy of that certificate to each of the Owner and the Contractor.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for same set out in the Construction Schedule if such date is specified).
- 5.4.4 The Completion Certificate Application referred to in GC5.4.1 shall consist of the following:
 - .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;
 - .2 all of the certifications and information required on an application for payment as set out in GC5.2.6;
 - .3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application including without limitation and by way of example only all operation manuals, service manuals, warranty certificates, maintenance

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contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.

- 5.4.5 Failure to include an incomplete or defective item on Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect to same does not alter the responsibility of the Contractor to complete the Contract.
- 5.4.6 Subject to the requirements of the Lien Act relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:
- .1 the Consultant shall issue to the Owner and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less:
 - .1 three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,
 - .2 the value of incomplete work as determined by the Consultant, and
 - .3 the amounts of all previous certificates of payment;
 - .2 the Owner shall then make payment to the Contractor in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4.

GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.5 is deleted in its entirety and replaced with the following:

- 5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Contractor shall:
- .1 submit an application for payment of the Holdback Amount,
 - .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
 - .4 attach the documents required under GC10.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules; and
 - .5 attach copies of a current title search of the Site confirming that no Liens have been registered prior to the time the release of the Holdback Amount is due.
- 5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Consultant will issue a certificate for payment of the Holdback Amount (less any

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previous releases of the Holdback Amount on account of subcontract Certificates of Completion).

- 5.5.3 The Contractor now acknowledges that the Owner is exempt under the regulations of the Lien Act from the requirement to keep the Holdback Amount in a separate holdback account.
- 5.5.4 The Holdback Amount is due and payable as set out in GC5.1.6.4. The Owner may retain out of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Contractor which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.
- 5.5.5 **[Intentionally Deleted]**

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

GC5.6.1 is deleted in its entirety and replaced with the following:

Any portion of the Holdback Amount in respect to a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The Owner may retain out of the subcontract portion of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Contractor which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.

GC5.6.2 is deleted in its entirety.

GC5.6.3 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC5.7 FINAL PAYMENT

GC5.7.1 is deleted in its entirety and replaced as follows:

- 5.7.1 When the Contractor considers that Total Performance of the Work has been achieved, the Contractor shall submit its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:
- .1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Work is fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;
 - .2 a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 copies of a current title search of the Site confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and

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- .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

GC5.7.3 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC5.7.4 is deleted in its entirety and replaced as follows:

Subject to paragraph 10.4.1 of GC10.4 - WORKERS' COMPENSATION, and the *Lien Act*, the Owner shall, no later than 21 calendar days after the issuance of a Final Certificate for Payment, pay the Contractor as provided in GC5.1.6.4

GC6.1 OWNER'S RIGHT TO MAKE CHANGES

GC6.1.3 is added as follows:

Change Orders, contemplated Change Orders, and Change Directives shall be on printed forms supplied by the Owner or Consultant and may include:

- .1 job site instructions or site memo forms, for immediate authorization on Site in order not to delay the performance of the Work and for changes of a minor nature with no price variation, shall be issued on site on the signature of the Consultant only;
- .2 contemplated Change Orders issued by the Consultant for purposes of the Contractor's response on method of adjustment and extent of adjustment to Contract Price and Time shall be signed by the Consultant only;
- .3 Change Orders authorizing the Contractor to proceed with the Work as set out by the Consultant and Contractor in the contemplated Change Order shall be signed by the Owner and Contractor.

GC6.1.4 is added as follows:

The Unit Prices, if any, set out in the Schedule of Prices are firm and fixed, and shall not be subject to adjustment as a result of any difference between the estimated quantities shown in such schedule and the corresponding actual quantities whether or not any Change Orders or Change Directives are issued.

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

GC6.3.6 is deleted in its entirety and replaced as follows:

Subject to GC6.3.13, the adjustment in the Contract Price for a change in the Work carried out by way of a Change Directive shall be on the basis of the Contractor's actual and properly documented expenditures and savings attributable to the change. If a change in the Work results in expenditures only, the change in the Work shall be valued as Cost Plus Work in accordance with GC5A. - BASIS OF PAYMENT. If a change in the Work results in savings only, the amount of the credit shall be the actual cost savings to the Contractor, without deduction for overhead or profit. If a change in the Work results in both expenditures and savings, overhead and profit on the Work shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.

GC6.3.7 is deleted in its entirety.

GC6.3.8 is deleted in its entirety.

GC6.3.9 is deleted in its entirety.

GC6.3.10 is deleted in its entirety.

SC47 GC6.4 CONCEALED OR UNKNOWN CONDITIONS

GC6.4.1 is deleted in its entirety and replaced as follows:

If the Contractor discovers conditions at the Place of the Work which are subsurface or otherwise concealed physical conditions at the Site which existed before the commencement of the Work, could not reasonably have been discovered by proper investigation by the Contractor under GC3.10.13, and which differ materially from those disclosed in the Contract Documents, including any geotechnical report, environmental assessment, or other report included or referenced in the Contract Documents or provided or made known to the Contractor before the commencement of the Work; then the Contractor shall give Notice in Writing to the Consultant of such conditions before they are disturbed and in no event later than five Working Days after first observance of the conditions.

GC6.4.1A is added as follows:

The Contractor must give notice under GC6.4.1 within five Working Days after discovery of the conditions or the time when the Contractor by reasonable diligence could have discovered the conditions, failing which the Contractor may not make or enforce any claim against the Owner, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.4 is deleted in its entirety and replaced as follows:

If such concealed or unknown conditions relate to Hazardous Substances, artifacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.3 - ARTIFACTS AND FOSSILS and GC9.5 - MOULD.

GC6.5 DELAYS

GC6.5 is deleted in its entirety and replaced as follows:

6.5.1 Delay Claims Limited

The Contractor shall be entitled to an extension of the Contract Time and/or an adjustment to the Contract Price or other compensation for delay, howsoever caused, if and to the extent only expressly permitted under this GC6.5 or in respect of a change in the Work, in each case as authorized only by a Change Order and in no event will these provisions apply to delays arising directly or indirectly from the Contractor's Shut-Down-Obligations (as defined in Part F - Special Conditions).

6.5.2 Excusable Event

If the Contractor is delayed in the performance or completion of the Work by an Excusable Event, then, subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Contractor, as being required to accommodate the anticipated impact on the Contract Schedule of the

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Excusable Event. Any such time extension shall be confirmed by Change Order under GC6.1. The Contractor shall not be entitled to make or enforce any claim against Owner for any change in the Contract Price or other compensation as a result of an Excusable Event.

6.5.3 Owner-Caused Event

If the Contractor is delayed in the performance or completion of the Work by a Owner-Caused Event, then subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Contractor, as being required to accommodate the anticipated impact on the Contract Schedule of the Owner-Caused Event, and the Contract Price shall be adjusted to compensate the Contractor for the reasonable direct costs incurred, or anticipated to be incurred, by it as a result of the delay.

6.5.4 Claim Conditions

The right of the Contractor to an extension of the Contract Time, and/or an adjustment of the Contract Price under this GC6.5 is subject to the conditions that:

6.5.4.1 *Timely Notice:* The Contractor gives the Owner prompt written notice of the delay, the nature of the Excusable Event or the Owner-Caused Event, as the case may be, and its intent to submit a claim for time extension and/or adjustment of the Contract Price, and in any event, such notice must be given not later than five Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;

6.5.4.2 *Claim Details:* The Contractor promptly gives the Owner details of its claim, including the time required to accommodate the anticipated impact on the Contract Schedule, and if applicable, the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay, and in any event such details must be given not later than 14 Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;

6.5.4.3 *Mitigation Measures:* The Contractor has taken, and continues to take, all reasonable measures, including those, if any, recommended by the Owner to minimize the impact of the delay on the Contract Schedule, and in the case of a claim for adjustment of the Contract Price, all reasonable measures, including those, if any, recommended by the Owner, to minimize the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay;

6.5.4.4 *Critical Path Impacted:* No extension of time and/or adjustment of the Contract Price or other financial compensation will be granted, unless the Excusable Event or the Owner-Caused Event, as the case may be, has an adverse impact on the critical path established by the Contract Schedule;

6.5.4.5 *Concurrent Delays:* If there are concurrent delays and impacts, some of which entitle the Contractor to relief under this GC6.5 and some of which do not, the Contractor is not entitled to relief under this GC6.5, the Contractor shall be entitled to an extension of the Contract Time, and if applicable an adjustment of the Contract Price in respect of a Owner-Caused Event, only to the extent that the delays entitling the Contractor to relief under this GC6.5 exceed those that do not so entitle the Contractor to such relief; and

6.5.4.6 *No Cumulative Impact Claims:* Each claim under this GC6.5 based in whole or in part on a particular event must be submitted and will be considered and assessed separately, and the Contractor may not make or enforce any claim under this GC6.5 or

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otherwise for the cumulative impact on schedule or on cost of two or more such events.

6.5.5 Acceleration/Suspension of the Work

- (a) **Notice:** The Contractor shall give the Owner notice of any delay in the performance of the Work, howsoever caused, and any event or circumstance that could reasonably be expected to cause such delay. The notice shall be given promptly after the delay, event or circumstance is known to the Contractor. The notice shall be accompanied by details of the Contractor's plan to avoid or mitigate the duration and adverse impact of the delay.
- (b) **Acceleration Order:** If there is a delay, or threatened delay, in the performance of the Work, or if the Owner wishes to accelerate the Work for its convenience, the Consultant, after consultation with the Contractor, may order the Contractor to accelerate the Work, including by way of the provision of additional labour, including overtime work, and Construction Equipment. Each acceleration order must be in writing and signed by the Consultant. The Contractor shall comply promptly with any order given under this GC6.5.5(b).
- (c) **Cost Allocation:** If the delay, or threatened delay, in respect of which an order is made under GC6.5.5(b) does not entitle the Contractor to an extension of the Contract Time under GC6.4, including any delay or threatened delay caused by the Contractor, or any Subcontractor, Supplier or other person for whose acts and omissions the Contractor is responsible under the Contract, then all costs incurred by the Contractor in complying with the order will be for the Contractor's account. If the delay, or threatened delay, would entitle the Contractor to an extension of the Contract Time under GC6.4, then the Consultant, in lieu of granting such extension in whole or in part, shall issue a Change Directive and/or a Change Order under GC6.1, and the Contract Price will be adjusted accordingly.
- (d) **Owner's Right to Suspend the Work:** The Owner, at any time and from time to time, may suspend the performance of the Work, in whole or in part, for a period not exceeding 90 days as to any one suspension, by notice to the Contractor. The Contractor shall comply promptly with any notice given under this GC6.5.5, and shall resume full performance of the Work promptly on notice from Owner to do so. Owner shall pay to the Contractor the documented costs reasonably incurred by it as a consequence of the suspension, such cost to include the incremental costs of demobilization and remobilization, Construction Equipment rental or standby charges, Materials storage, bonding and insurance costs, overhead and similar costs payable by the Contractor to Subcontractors, but excluding any allowance for profit or loss of profit, all such costs to be certified by the Consultant and confirmed by Change Order. The Contractor shall use all commercially reasonable efforts to avoid or minimize such costs, including following any reasonable written directions given by Owner for that purpose.

6.5.6 Protect Work During the Delay

During any delay or suspension of the Work, the Contractor shall maintain adequate surveillance of the Work and undertake such maintenance and protection of the Work as may be reasonable to maintain public safety and to protect materials, plant and equipment already installed in the Work or delivered to the Place of Work, and shall provide any other protective measures as may be described in the Contract Documents.

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GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

GC7.1.5.2 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC7.1.7 is added as follows:

7.1.7 The Owner may terminate the Contract at any time for the convenience of the Owner by notice given to the Contractor. If the Contract is terminated under this GC7.1.7, then:

- (a) the Contractor shall suspend performance of the Work and shall not incur further cost or expense in relation to the Work, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the Owner;
- (b) the Contractor shall remove from the Site its personnel and all Construction Equipment and other material that is owned or leased by the Contractor, except as otherwise required to comply with GC7.1.7(a)(i) and (ii); and
- (c) the Owner shall pay the Contractor for all Work performed, including the cost of complying with GC7.1.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Contractor's personnel and Construction Equipment, all as certified by the Consultant, and upon such payment being made, the Contractor shall have no further or other claim against the Owner for, or in connection with, termination of the Contract.

GC7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE CONTRACT

GC7.2.2 is amended by replacing the number "20" where it appears in the first sentence with the number "30" and by adding the following to the beginning of the first sentence as follows:

Except for the period during which an Owner-initiated suspension under GC6.5.5(d) is in effect or subsequently takes effect,

GC7.2.3 is amended by adding the following to the beginning of the first sentence:

If the default cannot be corrected in five Working Days or in such other time as may be subsequently agreed in writing by the parties,

GC7.2.3.1 is deleted in its entirety.

GC7.2.3.4 is deleted in its entirety and replaced with the following:

the Owner violates the requirements of the Contract to a substantial degree and the Consultant, except for GC5.1- GENERAL FINANCIAL/PAYMENT PROVISIONS, confirms by written statement to the Contractor that sufficient cause exists.

GC7.2.4 is amended by revising the second line to read:

corrected within 14 Working Days

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GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

GC8.2.1.1 is deleted in its entirety and replaced as follows:

- .1 within 30 Working Days after the Contract was awarded, or

GC8.2.1.2 is deleted in its entirety and replaced as follows:

- .2 if the parties neglected to make an appointment within the 30 Working Days, within 20 Working Days after either party by Notice in Writing requests that the Project Mediator be appointed.

GC8.2.3 is amended by adding the following to the end:

However, the Owner and the Contractor nonetheless irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the Contract. The Owner and the Contractor acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim. If a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City's Project Manager and the Contractor's Project Manager on Site within three Working Days after the dispute arises, or the City's Project Manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the Owner's Director of Facilities and the Contractor's Project Manager for resolution, and if they cannot resolve the dispute within three Working Days after referral to them, then
- (b) the dispute will be referred to a senior executive of the Owner designated by it and a senior executive of the Contractor designated by it, for resolution, and if they cannot resolve the dispute within three Working Days after referral to them, then
- (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

GC8.2.4 is amended by revising the second line to read:

...the parties may request the Project Mediator...

GC8.2.6 is amended by revising the second line to read:

...either party may request referral of the dispute...

GC8.2.7 is deleted in its entirety and replaced as follows:

If a Notice in Writing is not given under paragraph 8.2.6 within the required time or the other party does not reply and agree to binding arbitration, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use

GC8.2.9 is added as follows:

Where references are made in the Contract Documents to "the time of bid closing", it is intended by the parties that this shall mean the effective date of the contract.

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GC9.1 PROTECTION OF WORK AND PROPERTY

GC9.1.1 is deleted in its entirety and replaced with the following:

The Contractor shall protect the Work, Products delivered to the Site and the Owner's property and property on or adjacent to the Site from theft and damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such theft and damage, except theft and damage which occurs as the result of:

- .1 errors in the Contract Documents;
- .2 acts or omissions by the Owner, other Contractors, their agents and employees.

GC9.1.4 is amended by revising the first line to read:

Should damage to the Work, Products delivered to the Site, the Place of Work, the Owner's property ...

GC9.1.5 is added as follows:

The Contractor is responsible for protection of the Work during shutdown, including shutdowns caused by strikes.

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

GC9.2.1 is deleted in its entirety and replaced with the following:

For the purposes of the Contract, the Owner shall be deemed to have control and management of the Place of the Work with respect to the condition of the Place of the Work prior to the commencement of the Work in relation to applicable Environmental Law and the presence of any Hazardous Substances.

GC9.2.2 is deleted in its entirety and replaced with the following:

Prior to the Contractor commencing the Work, the Owner shall:

- .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and
- .2 provide the Consultant and the Contractor with a written list of any such Hazardous Substances that the Owner knows to exist on, and their locations within, the Place of the Work.

GC9.2.3 is deleted in its entirety and replaced with the following:

Unless the Contract Documents expressly provide otherwise, the Owner shall be responsible for taking such steps as may be necessary, in accordance with applicable Environmental Law to dispose of, store or otherwise deal with Hazardous Substances so as to cause the Place of the Work to comply with the requirements of applicable Environmental Law before the Contractor commences the Work.

GC9.2.4 is deleted in its entirety and replaced with the following:

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Except as previously disclosed in writing by the Owner or if otherwise known by the Contractor, if the Contractor:

- .1 encounters Hazardous Substances at the Place of the Work; or
- .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3, the Contractor shall:
 - .1 take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any maximum level of exposure permitted under applicable Environmental Law, and
 - .2 immediately report the presence of Hazardous Substances to the Consultant and the Owner by Notice in Writing.

GC9.2.5 is deleted in its entirety and replaced with the following:

If the Owner and the Contractor, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible, or whether the Contractor or anyone for whom the Contractor is responsible caused the release of Hazardous Substances on the Place of the Work, the Owner shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the Owner shall pay for the cost of the expert's investigation and report. The Owner will provide a copy of the expert's report to the Contractor.

GC9.2.6 is deleted in its entirety and replaced with the following:

If the expert's report under paragraph 9.2.5 determines that the Place of the Work was in compliance with applicable Environmental Law prior to the commencement of the Work or that Hazardous Substances were brought onto the Place of the Work by the Contractor or any person for whom the Contractor is responsible, or that the Contractor or any person for whom the Contractor is responsible caused the release of a Hazardous Substance on the Place of the Work, the Contractor shall pay for the cost of the expert's investigation and report.

GC9.2.7 is deleted in its entirety and replaced with the following:

If the Owner and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that the Contractor or anyone for whom the Contractor is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Contractor shall promptly at the Contractor's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 make good any damage to the Work, the Owner's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;

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- .3 reimburse the Owner for all resultant costs and expenses reasonably incurred by the Owner; and
- .4 indemnify the Owner as required by GC12.1 - INDEMNIFICATION

GC9.2.8 is deleted in its entirety and replaced with the following:

If the Owner and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that the Contractor or anyone for whom the Contractor is responsible did not bring a Hazardous Substance onto, or cause the release of a Hazardous Substance on, the Place of the Work, the Owner shall promptly at the Owner's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 reimburse the Contractor for all resultant costs and expenses reasonably incurred by the Contractor;
- .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.2.5 and reimburse the Contractor for reasonably cost incurred as a result of the delay, and
- .4 indemnify the Contractor as required by GC12.1 - INDEMNIFICATION.

GC9.2.9 is amended by deleting the words "Part 8 of the General Conditions - Dispute Resolution" from the second line and replacing with "Part 8 - DISPUTE RESOLUTION".

GC9.2.10 is added as follows:

The Contractor shall, and shall ensure that anyone for whom the Contractor is responsible shall, at all times comply with all applicable Environmental Law and ensure that all Work is conducted in compliance with all applicable Environmental Law.

GC 9.3 ARTIFACTS AND FOSSILS

GC9.3.1 is deleted in its entirety and replaced with the following:

If the Contractor or anyone for whom the Contractor is responsible discovers fossils coins, articles of value or antiquity, structures and other remains or things of scientific, cultural or historical interest at the Place of the Work (in GC9.3 called, "Historical Items"), the Contractor shall immediately give Notice in Writing thereof to the Owner and the Consultant. As shall, as between the Owner and the Contractor, all Historical Items shall be, and shall be deemed to be, the absolute property of the Owner and the Contractor hereby irrevocably waives and disclaims any right, title or interest therein.

GC9.3.2 is deleted in its entirety and replaced with the following:

The Contractor shall take all reasonable precautions, and shall comply with all reasonable directions from the Consultant, to prevent removal or damage to Historical Items as identified in paragraph 9.3.1 or as otherwise known to be present on the Place of the Work.

GC9.3.3 is deleted in its entirety and replaced with the following:

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The Consultant will investigate the impact on the Work of the discovery of any Historical Item identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC6.2 - CHANGE ORDER or GC6.3 - CHANGE DIRECTIVE.

GC9.4 CONSTRUCTION SAFETY

The above heading for GC9.4 is amended by adding "&WORKSAFEBC RULES" to the end.

GC9.4.2 is added as follows:

The Contractor hereby accepts and assumes all responsibilities, obligations and liabilities of a Prime Contractor under the WorkSafeBC Rules with respect to the Project and those portions of the Site occupied for the performance of the Work for the duration of the Work. The Contractor will be entitled to instruct the Owner and its employees with respect to the use of the Site in carrying out the Contractor's duties as Prime Contractor and the Owner will require its employees to comply with the proper requirements of the Prime Contractor.

GC9.4.3 is added as follows:

Subject to GC9.4.2 above, the Contractor shall indemnify and save harmless the Owner from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including, without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Contractor, and the Contractor's assumption, of the responsibilities, obligations and liabilities of the Prime Contractor under the WorkSafeBC Rules with respect to the place of the Work.

GC9.4.4 is added as follows:

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract.

GC9.4.5 is added as follows:

The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

GC9.4.6 is added as follows:

Without in any way limiting the Contractor's obligations under the WorkSafeBC Rules, and by way of example only, the Contractor will:

- .1 appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
- .2 provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC Rules, and

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- .3 within ten Business Days of the City delivering the Notice of Award to the Contractor, sign and deliver to the Owner, the "Prime Contractor/Qualified Coordinator Agreement" in the form attached to this Contract.

GC9.4.7 is added as follows:

In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the WorkSafeBC and will ensure that all Owner and WorkSafeBC 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.

GC9.4.8 is added as follows:

Prior to commencement of construction, the Contractor will:

- .1 complete and file a "Notice of Project" with the WorkSafeBC in compliance with section 20.2 of the WorkSafeBC Rules, and
- .2 post the Notice of Project at the Site, and
- .3 will provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Site.

GC9.4.9 is added as follows:

Within ten Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor's and all Subcontractor's WorkSafeBC registration numbers.

GC9.4.10 is added as follows:

Within ten Working Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with the WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

GC9.4.11 is added as follows:

The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the Owner pursuant to the Owner's statutory obligations under the WorkSafeBC Rules (section 119 of the Act) as an "owner of a workplace". Despite the Owner's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner's obligations under section 119 of the *Workers' Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner staff and departments in order to ascertain what, if any, information is known or has been recorded by Owner 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 Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner staff and Owner records for this purpose. Within ten Working Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must

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complete and deliver written confirmation of the completion of such inquiries to the Consultant prior to the Owner being obligated to issue the Notice to Proceed.

GC9.4.12 is added as follows:

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

- .1 unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
- .2 the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by the WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
- .3 any breach of the Contractor's obligations under clause GC9.1

GC9.4.13 is added as follows:

The Contractor agrees to retain a full-time construction safety officer for projects governed by section 1.8 and subsection 1.10.5 of the Vancouver Building By-law. The construction safety officer shall bear written proof of qualification satisfactory to the City of Vancouver's Director of Permits and Licenses.

GC9.5 MOULD

GC9.5.1 is deleted in its entirety and replaced with the following:

If the Contractor or the Owner observes or reasonably suspects the presence of mould of the nature and quantity at the Place of the Work such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the health and safety of persons, the remediation of which has not been separately arranged by the Owner or is not expressly part of the Work,

- .1 the observing party shall promptly report the circumstances to the other party by Notice in Writing;
- .2 the Contractor shall promptly take all reasonable steps, including stopping all or such portions of the Work as may be necessary to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
- .3 if the Owner and the Contractor do not agree on whether any mould discovered is of the nature and quantity such that special handling and precautions are required under Environmental Law or whether such mould may otherwise reasonably present a hazard to the health and safety of persons or with respect to what steps are appropriate to be taken to deal with the mould, or as to the cause of the presence of the mould, the Owner shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.2, the Owner shall pay for the cost of the expert's investigation and report. The Owner will provide a copy of the expert's report to the Contractor.

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GC9.5.2 is deleted in its entirety and replaced with the following:

If the expert's report under paragraph 9.5.1.3 determines that the mould does not require special handling and precautions in compliance with Environmental Law or does not otherwise reasonably present a hazard to the health and safety of persons, the Contractor will pay for the cost of the expert's investigation and report. If the expert's report under paragraph 9.5.1.3 determines that the mould was caused as the result of the acts or omissions of the Contractor or anyone for whom the Contractor is responsible, the Contractor shall promptly, at the Contractor's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 make good any damage to the Work, the Owner's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the Owner for all resultant costs and expenses reasonably incurred by the Owner; and
- .4 indemnify the Owner as required by GC12.1 - INDEMNIFICATION.

GC9.5.3 is deleted in its entirety and replaced with the following:

If the Owner and the Contractor agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould on the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Contractor or anyone for whom the Contractor is responsible is not responsible for the presence of such mould, the Owner shall promptly at the Owner's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and
- .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and

GC10.1 TAXES AND DUTIES

GC10.1.1 is deleted in its entirety and replaced as follows:

The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing, except for HST, payable by the Owner to the Contractor as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

GC10.1.2 is deleted in its entirety and replaced as follows:

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Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties, or as a result of the institution of HST, after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC10.1.3 is added as follows:

Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor shall submit for the Owner's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Work prior to applying for the rebate. The Owner will then issue a certificate verifying the application. The Contractor acknowledges its submission of its Tender Form and agreement to the Contract Price on the basis that the Contractor will be entitled to all such rebates.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

GC10.2.2 is deleted in its entirety and replaced as follows:

The Contractor shall, except as set out below in this GC10.2.2 and unless otherwise specified in the Contract Documents, obtain and all permits, licences, and certificates and pay all fees required for the performance of the Work, and obtain all necessary access and storage rights for areas outside of the Site (including without limitation and by way of example only, parking for its workers, swing arc of any construction crane required for the Work, or storage of materials) but this shall not include the development permit and building permit which have been obtained by the Consultant, paid for by the Owner, and issued to the Owner, nor shall it include the obligation to obtain easements or other access rights over the actual Site.

GC10.2.3 deleted in its entirety and replaced as follows:

The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by Contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of all permits (except building and development permits but including occupancy permits), licences, inspections and certificates and their procurement. The Contractor will arrange for all inspections and testing required by such permits. The Contractor shall provide to the Consultant copies of all permits and inspection reports from the various authorities as soon as they are received.

GC10.2.5 is amended by revising the first sentence to read:

The Contractor shall be responsible to provide reasonable verification that the Contract Documents ...

GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

PART 11 INSURANCE AND CONTRACT SECURITY

GC11.1 INSURANCE (including the heading) is deleted in its entirety and replaced as follows:

GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Contractor and Subcontractors shall be required to file with the Owner within ten Working Days of issuance of the Notice of Award, a Certificate of Insurance, and where

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required by the Owner's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.

11.1.2 The Contractor and Subcontractor shall be required to file evidence of renewal of the insurance policies required under this GC11 with the owner at least 15 calendar days prior to their expiry.

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

- .1 be endorsed so as to provide for 30 calendar days' prior notice to the Owner of cancellation, lapse or material change,
- .2 if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the Owner Insurance Group (as defined below) and all employees and agents of the Owner Insurance Group,
- .3 specifically name (a) the City of Vancouver, and (b) the Consultant, as additional insureds (all of (a), and (b), being collectively referred to in this GC11 as the "Owner Insurance Group"),
- .4 be issued by a company or companies authorized to issue insurance policies in British Columbia, and
- .5 be issued on a policy form acceptable to the Owner's Director of Risk Management.

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

GC11.2 SPECIFIC INSURANCE COVERAGE is added as follows:

11.2.1 Without restricting the generality of GC12.1 - INDEMNIFICATION, and despite the limits of liability set out in GC12.1 - INDEMNIFICATION, the Contractor shall provide at the Contractor's expense the following types of insurance:

- (a) **Commercial General Liability Insurance** protecting the Owner Insurance Group, the Contractor, and their respective Subcontractors, agents and employees against damages 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 24 months and shall contain the following extensions of coverage:

- .1 Broadform Property Damage and completed Operations;
- .2 Personal Injury;

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- .3 Blanket Contractual Liability;
- .4 Cross Liability and Severability of Interests Clause;
- .5 Contingent Employer's Liability; and
- .6 Non-owned Auto Liability,

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

- .1 Shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
- .2 Hoist liability;
- .3 Operation of attached machinery; and
- .4 Contractor's pollution liability including coverage for asbestos, mould or other hazardous substances.

This insurance shall be for an amount of not less than \$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 \$10,000 and the Contractor shall be liable for all deductible amounts.

- (c) **Automobile Liability Insurance** to be carried at all times 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 \$5,000,000 inclusive per accident.

- (d) **Property and Boiler Insurance**

- (1) ***All-Risks Course of Construction Property Insurance*** in the joint names of the Contractor and the Owner Insurance Group, 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 Contract Price. The deductible per occurrence shall not exceed \$10,000.
- (2) ***Boiler Insurance*** insuring the interests of the Contractor and the Owner Insurance Group for not less than the replacement value of boilers and pressure vessels forming part of the Work. This insurance shall be maintained continuously from commencement of use or operation of the property insured and until ten Working Days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (3) ***Occupancy by Owner:*** Where the Owner wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give the requisite written to the Contractor pursuant to GC13 - Occupancy and if requested the Contractor shall promptly notify the Owner in

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writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense.

If, because of such use or occupancy, the Contractor is not requested to or is requested to but is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- (4) ***Owner to be Loss Payee:*** The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time relative to the extent of the loss or damage as the Consultant may decide in consultation with the Contractor.
 - (5) ***Payment for Loss or Damage.*** The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in Restoration Contract of the Work has been appraised, such amount to be paid as the Restoration Contract of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the Restoration Contract of the Work.
 - (6) ***Deductibles:*** The Contractor shall be responsible for payment of all deductible amounts.
 - (7) ***Loss Caused by Other Contractor:*** In the event of loss or damage to the Work arising from the work or act of the Owner or an other Contractor, then the Owner, shall pay the Contractor the cost of restoring the Work as the Restoration Contract of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.
- (e) **All Risk Contractor's Equipment Insurance** covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.

Where, in the Owner's opinion, marine risk exists, the Contractor is also required to carry the following coverage:

- (f) **Hull & Machinery Insurance** in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than \$10,000 protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors.

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- (g) **Protection & Indemnity Insurance** including Owner's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, Subcontractor, or their respective employees or agents in an amount no less than \$5,000,000 per occurrence and a deductible of not more than \$10,000.

GC11.3 FAILURE TO INSURE is added as follows:

- 11.3.1 If the Contractor fails to provide evidence of the required insurance under this GC11 as and when required by the Contract Documents, then the Owner shall have the right to do so and then give evidence of same to the Contractor and Consultant and the cost of doing so will then be payable by the Contractor to the Owner or at the Owner's option may be deducted from the Contract Price by Change Directive.

GC11.2 CONTRACT SECURITY

GC11.2 (including the heading) is deleted in its entirety and renumbered as follows:

GC11.4 CONTRACT SECURITY

- 11.4.1 The Contractor shall pay for and deliver to the Owner, within ten working Days of issuance of the Notice of Award, a performance bond and a labour and material payment bond, which shall each be for 50% of the Contract Price and shall include, but shall not be limited to:

- .1 payment of any Consultant's and legal expenses incurred by the Owner in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,
- .2 payment of additional expenses caused to the Owner for watchmen's services, light, heat, power, etc. incurred to the Owner during the period between the default of the original Contract and the commencement of the new Contract,
- .3 extended guarantee periods, corrections after final payment, and warranty obligations, and
- .4 coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.

- 11.4.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the warranty. Subject to the requirements of this GC11.4, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

- 11.4.3 The Contractor will give the Owner Notice in Writing of any material change in the surety within five calendar days of the occurrence.

GC12.1 INDEMNIFICATION

GC12.1.1 is deleted in its entirety and replaced as follows:

The Contractor now indemnifies and shall defend, indemnify and hold harmless the Owner, the Consultant, the City's Project Manager, the Consultant's Project Manager and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees")

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from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with any wrongful or negligent act, error or omission of, or defective goods supplied by, the Contractor, Subcontractors, Suppliers or their respective employees or agents when attending the Site or in the performance of the Work, whether or not any one or more of the Indemnitees are contributorily negligent. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnatee.

GC12.1.2 is deleted in its entirety and replaced as follows:

The obligation of the Contractor to indemnify hereunder shall be limited to the greater of the Contract Price or \$5,000,000 but in no event shall the sum be greater than \$20,000,000. However, despite any other term of this Contract, in no event will this limitation apply in any way to reduce or limit the indemnity or recovery by either party under any insurance policy or bond required by the Contract Documents and in no event will this limit apply to the Contractor's or Owner's obligations to indemnify under GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES.

GC12.1.3 is deleted in its entirety and replaced as follows:

The obligation of the Contractor to indemnify hereunder shall be inclusive of interest and all legal costs.

GC12.1.4 is deleted in its entirety and replaced as follows:

The Owner and the Contractor shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES

GC12.1.5 is deleted in its entirety.

GC12.1.6 is deleted in its entirety and replaced as follows:

In respect to any claim for indemnity or to be held harmless by the Owner or the Contractor:

- .1 Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC12.1.7 is added as follows:

GC12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

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GC12.2 WAIVER OF CLAIMS

GC12.2.1 is deleted in its entirety and replaced as follows:

Waiver of Claims by Owner: As of the date of the Final Certificate for Payment, the Owner expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from the negligence or breach of Contract by the Contractor except one or more of the following:

- .1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;
- .2 those arising from the provisions of GC12.1 - INDEMNIFICATION or GC12.3 - WARRANTY;
- .3 those arising from the provisions of GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES and those arising from the Contractor bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Contractor commences the Work; and
- .4 those arising from the Contractor's actions, errors, omissions or negligence which result in delays or substantial defects or deficiencies in the Work. "Substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such a manner that all or any part of the Work is unfit for the purpose intended by the Contract Documents.

GC12.2.2 is deleted in its entirety and replaced as follows:

Waiver of Claims by Contractor: As of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of Contract by the Owner except:

- .1 those made in writing prior to the Contractor's application for Final Payment and still unsettled; and
- .2 those arising from the provisions of GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

GC12.2.3 is deleted in its entirety and replaced as follows:

GC12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

GC 12.2.4 is deleted in its entirety and replaced as follows:

The Owner waives and releases the Contractor from all claims referred to in paragraph 12.2.1.4 except claims for which Notice in Writing of claim has been received by the Contractor from the Owner within a period of six years from the date of Substantial Performance of the Work.

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety.

GC12.2.7 is deleted in its entirety.

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GC12.2.8 is deleted in its entirety.

GC12.2.9 is deleted in its entirety.

GC12.2.10 is deleted in its entirety.

GC12.3 WARRANTY

GC12.3.1 is deleted in its entirety and replaced as follows:

The Contractor shall perform the Work in a good and workmanlike manner.

GC12.3.2 is deleted in its entirety and replaced as follows:

The Contractor now warrants that the Work (and all Products) will be free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products) for a period of one year commencing from the issuance of the Certificate of Total Performance of the Work and for any Work and Products warranted by a Subcontractor or Supplier for a period of longer than one year after Total Performance of the Work, the Contractor now warrants that it has fully and effectively assigned such warranty to the Owner and that the Owner may enforce same to the same extent and in the same manner as if the warranty had been issued directly to the Owner by that Subcontractor or Supplier.

GC12.3.3 is deleted in its entirety and replaced as follows:

For the purposes of this GC12.3, the phrase, "defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products)"

- (a) expressly excludes any and all defects arising from or contributed to by the acts or omissions of the Consultant in the design and specification of the Work as set out in the Drawings, Specifications, or other written instructions or directives issued by the Consultant under this Contract, but only to the extent of the Consultant's defective design or specification, and
- (b) expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

GC12.3.4 is deleted in its entirety and replaced as follows:

During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the Owner. If the Contractor fails to repair or correct any defect during the warranty period within ten calendar days of written notice of its existence, the Owner may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the Owner will be payable by the Contractor to the Owner within seven calendar days of receiving an invoice from the Owner for same. In the event of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Contractor.

GC12.3.5 is deleted in its entirety and replaced as follows:

Where, pursuant to GC13.1 - Occupancy, the Owner commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Total

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Performance of the Work, the warranty period will be deemed to commence from the issuance date despite such prior use, but only with respect to those portions of the Work and Products so used by the Owner.

GC12.3.6 is deleted in its entirety and replaced as follows:

Issuance of the Certificate of Total Performance of the Work will not extinguish any of the Contractor's obligations under this Contract and the Contractor will remain liable to perform and complete all Work and carry out all obligations required under this Contract

GC13.1 OCCUPANCY

GC13.1 is added as follows:

The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the Work, providing it does not interfere with the Contractor's Work determined by the Consultant.

GC13.1.2 is added as follows:

Such taking possession or use of such Work or part thereof as described in GC13.1.1 shall not be construed as final acceptance of the Work or any part thereof, or an acknowledgement of fulfillment of the Contract.



FINANCIAL SERVICES GROUP
Supply Management
Purchasing Services

**INVITATION TO TENDER NO. PS10157, CITY HALL HERITAGE EXTERIOR UPGRADE -
MASONRY RESTORATION PROJECT**

To acknowledge your intent to attend the Information Meeting and Site Visit being held as per Part A *Introduction*, Section 6.1, and to ensure that you receive the required information, please submit this form to the person identified below by **3:00 P.M. on August 16, 2010**.

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

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

**Our company WILL ☐ / WILL NOT ☐ attend the Information Meeting and Site Visit for:
"INVITATION TO TENDER No. PS10157 - CITY HALL HERITAGE EXTERIOR UPGRADE -
MASONRY RESTORATION CONTRACT"**

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date _____

The Specifications are available for pickup after 12:00:00 PM Tuesday August 10 , 2010 at the Purchasing Services Office at 3rd Floor, Suite 320, East Tower, 555 West 12th Avenue, Vancouver, B.C. and are to form part of the Tender Documents.

The Drawings that are referenced in the list below form part of the Tender Documents and are available for pickup after 12:00 PM Tuesday August 10, 2010 at the Purchasing Services Office at 3rd Floor, Suite 320, East Tower, 555 West 12th Avenue, Vancouver, B.C. and are to form part of the Tender Documents.

Vancouver City Hall Masonry Rehabilitation - Drawing List

1A2-01 South Elevation Existing Conditions

1A2-02 West Elevation Existing Conditions

1A2-03 North Elevation Existing Conditions

1A2-04 East Elevation Existing Conditions

1A2-05 South Elevation Existing Conditions - Hidden Facade Areas

1A2-06 West Elevation Existing Conditions - Hidden Facade Areas

1A2-07 North Elevation Existing Conditions - Hidden Facade Areas

1A2-08 East Elevation Existing Conditions - Hidden Facade Areas

2A2-01 South Elevation Masonry Rehabilitation

2A2-02 West Elevation Masonry Rehabilitation

2A2-03 North Elevation Masonry Rehabilitation

2A2-04 East Elevation Masonry Rehabilitation (w/ Dutchman Repair Detail)

2A2-05 South Elevation Masonry Rehabilitation - Hidden Facade Areas

2A2-06 West Elevation Masonry Rehabilitation - Hidden Facade Areas

2A2-07 North Elevation Masonry Rehabilitation - Hidden Facade Areas

2A2-08 East Elevation Masonry Rehabilitation - Hidden Facade Areas

Appendix:

East Elevation Masonry Photo Survey

North Elevation Masonry Photo Survey

West Elevation Masonry Photo Survey

South Elevation Masonry Photo Survey

Fourth Floor Parapet Rooftop Obstructions

Sixth and Eighth Floor Parapet Rooftop Obstructions

Vancouver City Hall Masonry Specifications

01005	General Instruction
01200	Alternates
01330	Submittals
01770	Close-Out Procedures
04524	Masonry Restoration Contract
04525	Façade Cleaning
04531	Masonry paint and Stain Removal