



INVITATION TO TENDER (“ITT”) No. PS10184

ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21

Tenders will be received in the City of Vancouver’s (“City’s”) 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, September 7, 2010 and registered at 11:00:00 a.m. Wednesday, September 8, 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 E-MAIL OR FAX.

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

Melodie Williams
Contracting Specialist

Fax: 604.873.7057 **E-mail:** purchasing@vancouver.ca

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PART A - INVITATION TO TENDER

1.0 Invitation to Tender

- 1.1 The City of Vancouver (the “**City**”) invites tenders (“**Tenders**”) for the roof replacement of three (3) separate buildings within the City located at the following addresses (the “**Site(s)**”):

Firehall No. 1
900 Heatley Avenue
Vancouver, BC

Firehall No.5
3090 E. 54th Avenue
Vancouver, BC

Firehall No.21
5425 Carnarvon Street
Vancouver, BC

The main aspects of the Work are more particularly described in;

Appendix 2 Firehall 1 - Scope of Work and Technical Specifications;

Appendix 3 Firehall 5 - Scope of Work and Technical Specifications; and

Appendix 4 Firehall 21 - Scope of Work and Technical Specifications.

- 1.2 Tenderers are advised that the City, at its own discretion, may or may not split the award of this Work into separate contracts such as but not limited to;
- a) three (3) separate contracts to up to three (3) separate Tenderers and not award to the Tenderer with the lowest aggregate price; or
 - b) three (3) separate contracts to the same Tenderer; or
 - c) one (1) contract to one Tenderer.
- 1.3 Tenderers should be prepared to have their Tender Price(s) accepted for the Work at each separate location and each price tendered should consist of independent price components for each of the three (3) re-roofing projects. Tenderers are also requested to provide an aggregate Tender Price for two (2) or more projects and if a discounted Tender Price would apply for the award of two or more projects in one contract.
- 1.4 The City, solely at its own discretion, reserves the right to award multiple contracts and not to the Tenderer with the lowest independent price or lowest aggregate price.
- 1.5 Tenderers will be required to provide all services described in this Tender in accordance with the Scope of Work and Technical Specifications set out as Appendices two (2), three (3) and four (4) to this ITT which should be reviewed

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carefully by the Tenderer. Partial responses to each project will be put aside and given no further consideration.

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

2.0 Information Meeting & Site Visit

- 2.1 An information meeting and site inspection ("Information Meeting") will be held at the Sites on Tuesday, August 24, 2010 commencing at 9:00A.M. This meeting will begin at Firehall No. 1, 900 Heatley Avenue and move to the other Sites as follows:

9:00AM	Firehall No. 1 900 Heatley Avenue, Vancouver BC
10:30AM	Firehall No. 21 5425 Carnarvon Street, Vancouver, BC
11:30AM	Firehall No. 5 3090 E. 54 th Avenue, Vancouver, BC

- 2.2 All prospective Tenderers should pre-register for the Information Meeting by submitting an Information Meeting & Site Visit Attendance Form as set out in Appendix 1 by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca by Monday, August 23, 2010.
- 2.3 The Tenderer is fully responsible for conducting sufficient field investigations and for obtaining all information required for the preparation of their Tender and for the execution of the Work.

3.0 Administrative Requirements

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

4.0 Conduct of ITT - Inquires and Clarifications

- 4.1 The Owner will have conduct of this Invitation to Tender ("ITT"), and all communications are to be directed only to the contact person(s) named on the cover page.

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- 4.2 It is the responsibility of the Tenderer to thoroughly examine the ITT and all Tender Documents and satisfy itself as to the full requirements of this ITT. All inquiries are to be in written form only, e-mailed to purchasing@vancouver.ca or faxed to (604) 873-7057 to the attention of the appropriate contact person shown on the cover page before the deadline date. If required, questions and answers, amendments, addenda and attachments will be issued and posted on the City's website as noted in item 3.1 above of this Part A.
- 4.3 The lowest or any Tender may not be accepted and the City will not be responsible for any cost incurred by the Tenderer in the preparation of the Tender.
- 4.4 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.
- 4.5 Key dates to be noted are:

Event	Dates
Information Meeting Response Form should be submitted by:	August 23, 2010
Information Meeting:	August 24, 2010
Deadline for submission of questions and clarifications:	4:30PM, August 31, 2010
ITT Closing Time:	3:00:00 PM, September 7, 2010

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PART B - INSTRUCTIONS TO TENDERERS

NOTE: The definitions set out in Section 1.0 of Part D - General Conditions apply throughout this ITT, including this Part B of this ITT, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Interpretation

- 1.1 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. Capitalized terms used in these Tender Documents shall have the meanings ascribed to such terms in the General Conditions (GC 1 - Definitions), unless such terms are otherwise specifically defined or the context of their use requires otherwise.
- 1.2 If any Tenderer is in doubt as to the true meaning and intent of any part of any Tender Documents, then, at least five (5) working days prior to the Closing Time, the Tenderer will contact the appropriate contact person shown on the cover page in written form only, faxed to 604-873-7057 or emailed to purchasing@vancouver.ca.
- 1.3 The City may answer and publish in writing, prior to the Closing Time, any requests made according to Paragraph 1.2 for clarification or interpretation of any Tender Documents. The City will not be responsible for verbal or any other explanations or interpretations thereof. To be in any way binding on the City, all such requests for clarification and interpretation must be made in writing, and the response must be confirmed in writing. All addenda and other written notices so issued will become part of the Tender Documents and will be binding upon all Tenderers.
- 1.4 No oral interpretation or representations from the City or any representative of the City will affect, alter or amend any provision of the Tender Documents.

2.0 Introduction and Background

- 2.1 The Owner is inviting Tenders for the Work as described in the Tender Documents.
- 2.2 This is a business opportunity for the successful Tenderer to provide a service to replace 3 roofs at the following locations; Firehall # 5 at 3090 E. 54th Avenue (contain lower roof and tower roof approximately 3500 sq. ft. of flat roof), Firehall # 1 at 900 Heatley Avenue (main Fire hall and only one area of approximately 1600 sq. ft. needs to have its roof replaced), and Firehall # 21 at 5425 Carnarvon Street (contains both flat roof approximately 2000 sq. ft. and slope shingles approximately 3400 sq. ft.). All efforts are needed to minimize the impact on the Firehalls as they are fully functioning at all times.
- 2.3 The purpose of this work is to optimize the value and longevity of the buildings by maintaining the roofs at the highest level of working conditions in order to endure the harsh weather conditions as well as to protect the integrity of the

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structural component of the buildings by creating a better barrier between rain/snow and interior of building and providing safe, dry workplace.

- 2.4 The Scope of Work includes specific conditions required at each site such as; accessibility, location of loading and unloading of materials and/or waste, location of bins, cars, fire trucks and pedestrian traffic of each building and nearby facilities. Planning of each site requires coordination with the City prior to the start of Work.
- 2.5 Additional coordination with the City is required regarding Firehall # 5 prior to the start of Work of replacing the tower roof as there are a number of communications antennae located at the roof top that must be shut off.

3.0 Completion and Submission of Tender Form

- 3.1 In submitting a Tender, a Tenderer must complete, as required hereby, and package, seal and return to the City, the Form of Tender and Schedules thereto and at the same time furnish the City with a Bid Bond as hereinafter described.
- 3.2 Unless otherwise stipulated, Tenders should be made on the Form of Tender;
- 3.3 The Tenderer shall submit three (3) copies of its Tender on the Form of Tender provided (Part C - Form of Tender) in accordance with the instructions stated herein. Faxed or emailed Tenders and/or other documents will not be accepted, and will be returned to the Tenderer.
- 3.4 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time on the date and in the place shown on the cover page of this ITT (the "Closing Time")Tenders should be enclosed in a sealed plain envelope, clearly marked:

"Invitation to Tender No. PS10184 - Roof Replacement for Firehalls 1, 5, and 21" with the Tenderer's name in the upper left hand corner.

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

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- 3.7 Tenderers should submit a price for each item listed in the Form of Tender and any Schedules or other attachments thereto. Prices for items not specifically described, will be placed with the items that most fittingly describe them. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.
- 3.8 Tenders will be all inclusive and will be without qualification or condition.
- 3.9 Tenders received after the Closing Time or in locations other than the address indicated on the cover page, will not be accepted and may or may not be returned. The City may elect to extend the Closing Time.
- 3.10 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 3.11 Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 3.12 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 3.13 All costs associated with the preparation and submission of the Tenderer's Tender, including any costs incurred by the Tender after the Closing Time, will be borne solely by the Tenderer.
- 3.14 By submitting a Tender, the Tenderer acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the 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 bid 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.

4.0 Tender Price

- 4.1 The Tender Price is to be entirely in Canadian currency and will consist of:
 - (a) the prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding HST.
- 4.2 The Tender Price will include any and all amounts the Tenderer will accept for performing the Work and any and all costs of any kind that the Tenderer might incur in connection with the Work, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, financing, posting bonds, carrying insurance and overhead and any and all profits.

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

5.0 Opening of Tenders

- 5.1 Tenders will be opened and registered publicly in the Purchasing Services Office at the address and time shown on the cover page of this ITT.
- 5.2 Award of a Contract will be subject to approval by the City and the Tenderer's compliance with the conditions required to be met upon receipt of the Notice of Award.

6.0 Contract

- 6.1 The successful Tenderer will become the Contractor and will be required to sign the Contract (on the terms and conditions noted in the Form of Agreement, Prime Contractor Agreement, General Conditions and General Requirements attached as Part D).

7.0 Bonds

- 7.1 Each Tender must be accompanied by a Bid Bond valid for a minimum of ninety (90) calendar days as per item 10.1(c), payable to the City of Vancouver, in the amount of ten percent (10%) of the Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City. The Bid Bond should be issued by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia.

- 7.2 The form of the Bond 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)

- 7.3 The Bid Bond of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the Tenderer to whom the award is made will be returned to him/her on execution of an Agreement in form and substance of the Form of Agreement in Part D to the ITT, delivery of a Performance Bond for fifty percent (50%) of the Total Tender Price and a Labour and Materials Payment Bond for 50% of the Total Tender Price and commencement of the Work. The cost of all Bond premiums shall be included in the Total Tender Price.

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8.0 Insurance

- 8.1 The Tenderer is to ensure that it can maintain insurance as described in GC13 of the General Conditions at the Contractor's expense. The Tenderer is asked to complete and submit the Certificate of Existing Insurance attached as Schedule "F" to the Form of Tender, together with the Undertaking of Insurer attached as Schedule "G" to the Form of Tender. The successful Tenderer will be required to complete a Certificate of Insurance attached as Schedule "E" to the Form of Tender following Contract award.

9.0 WorkSafeBC

- 9.1 The Tenderer is to ensure that it can comply with all WorkSafeBC requirements as described in the General Conditions.

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 Contract or Tender Document:
- a) Tenderers are notified that the lowest or any Tender need not necessarily be accepted and the Owner reserves the right to reject any and all Tenders at any time, or cancel the tender process, without further explanation or to accept any Tender considered advantageous to the Owner. Acceptance of any Tender is contingent on funds being approved and a contract award being made by the City and the compliance of the Tenderer with the conditions required to be satisfied upon receipt of a Notice of Award. Tenders which contain qualifying conditions or otherwise fail to conform to these Tender Documents may or may not be disqualified or rejected. The Owner may or may not waive any non-compliance, including a material non-compliance, irregularity or anomaly, with the Tender Documents or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out in this ITT.
 - b) Where the Owner's representative is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender the Owner 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 will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the Owner will be without any duty or obligation on the Owner to advise any other Tenderers or to allow them

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to vary their Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the Owner will have no liability to any other Tenderer(s) as a result of such acceptance of clarification.

- c) Tenders will be irrevocable and remain open for acceptance by the Owner for a period of ninety (90) calendar days after the Closing Time.
- d) The award of any Contract will be based on the evaluation of the Tenders by the Owner on any basis the Owner deems will best serve its interests, including but not limited to the following criteria, as applicable in the Owner's sole opinion:
 - i) the overall cost impact of the Tender on the operations of the Owner, including the addition of all applicable taxes to the prices quoted;
 - ii) the ability and experience of the Tenderer, the Tenderer's proposed Suppliers and Subcontractors, and all of their respective senior staff and key personnel assigned to carry out the Work;
 - iii) the Tenderer's technical credibility, financial resources, environmental responsibility and WorkSafeBC safety record;
 - iv) the Tenderer's understanding of proposed Work;
 - v) the Tenderer's scheduling of the Work in relation to the Owner's schedule and the ability to complete the Work within the time frame required by the Owner;
 - vi) the Tenderer's ability to meet bonding and insurance requirements;
 - vii) the best value to the Owner based on quality, service, price and any of the criteria set out in this ITT based solely on the Owner's subjective assessment of the Tender;
 - viii) 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 and LEED building practices.
- e) Where the Owner determines that all Tender Prices are too high, all Tenders may be rejected.
- f) The Owner 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

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vary their Tender Prices as a result of changes to the scope of the Work or any conditions and the Owner will have no liability to any other Tenderer as a result of such negotiations or modifications.

- g) The Tenderer acknowledges and agrees that the Owner will not be responsible for Losses incurred by a Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the Owner's acceptance or non-acceptance of their Tender or any breach by the Owner of the Tender Contract between the Owner 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 Owner 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) Prior to contract award, the Tenderer must demonstrate financial stability. Should the Owner so request, the Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant for the previous two (2) years.
- j) Guidelines or policies that may be applicable will not give rise to legal rights on the part of any Tenderer, Contractor, Subcontractor, Supplier, or others as against the Owner and will in no case create any liability on the part of the Owner. For certainty, the Owner's procurement policy, as may be amended or replaced from time to time, is now agreed to be an internal guideline document and creates no legal rights or obligations with respect to this ITT.

11.0 Site Examination/Pre-Submission Due Diligence by Tenderer

- 11.1 Tenderers should make a careful examination of the Work 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 coordination with public use of adjacent areas, the extent of the Work to be performed and any and all matters which are referred to in the Specifications and drawings, tables, and other Tender Documents, or which are necessary for the full and proper completion of the Work and the conditions under which it will be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on the Contractor's part.
- 11.2 The Owner and the Consultant do not guarantee Work Site and geotechnical information (if any) provided in or with the Tender Documents and the Tenderer must evaluate such information relative to actual conditions.
- 11.3 Where any Tenderer wishes to evaluate any aspect of actual conditions (beyond the evaluation which it is already afforded by the access and information already provided for in this Invitation to Tender), the Owner encourages the Tenderers to do so by submitting a written request do so as far in advance of the Closing Time as is possible. The Owner will then consider whether or not to

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facilitate the request and if it decides to do so may at its option elect to undertake the evaluation and distribute the results to all Tenderers.

12.0 Tender Documents

12.1 The Tender Documents shall consist of;

- a) Part A - Invitation to Tender;
 - b) Part B - Instructions to Tenderers;
 - c) Part C - Form of Tender (including Schedules A to G);
 - d) Part D - Contract Requirements including the Form of Agreement;
 - i) Schedule A - Prime Contractor Agreement
 - ii) Schedule B - General Conditions
 - iii) Schedule C - General Requirements
 - e) Appendix 1 - Information Meeting & Site Visit Attendance Form;
 - f) Appendix 2 - Firehall No. 1 Scope of Work and Technical Specifications;
 - g) Appendix 3 - Firehall No. 5 Scope of Work and Technical Specifications;
 - h) Appendix 4 - Firehall No. 21 Scope of Work and Technical Specifications;
- other Appendices, if any; and

any and all amendments, addenda, and questions and answers issued by the Owner prior to the Closing Time, as well as any and all amendments, addenda, and questions and answers issued by the Owner after the Closing Time and accepted in writing by the Tenderer, as well as any and all clarifications accepted by the Owner prior to award of the Contract.

13.0 Examination of Tender Documents

- 13.1 Each Tenderer should examine the Tender Documents and must also satisfy itself of the extent of the Work. The Tenderer must make its own estimate of the facilities and difficulties attending the performance and the completion of the Work.
- 13.2 No allowance will be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this clause.

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14.0 Taxes and Fees

- 14.1 The Tenderer should allow for the payment of all Permit Fees and License Fees and all Municipal, Provincial and Federal taxes, but excluding HST, custom duties and other assessments and charges, and the Tenderer agrees that the City shall not be liable in any manner therefor and agrees to indemnify and save harmless at all times the City against all claims which shall be made with respect thereto.

15.0 Product Approval

- 15.1 Wherever any Product (as defined in the General Conditions) is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer or trade names or similar reference, the Contractor obligates itself to submit its Tender and accept award of the Contract based upon the use of such Products. Use of such reference is intended to establish the measure of quality which the Consultant has determined as a requisite and necessary for the Work. Where two or more Products are shown or specified, the Contractor has the option of which to use.
- 15.2 For approval of Products other than those specified, Tenderers must submit a request in writing to the Owner at least five (5) Working Days prior to the Closing Time. Requests must clearly define and describe the Product for which approval is requested. Requests must be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the item. Approval by the Owner will only be in the form of an addendum to the Specifications issued by the Owner to each party receiving a set of Scope of Work and Technical Specifications.
- 15.3 Approval of manufacturers and/or Products as noted are approved only insofar as they conform to the Specifications.
- 15.4 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

16.0 Alternates and/or Variations to Requirements

- 16.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Requirements, or if the Tender cannot meet the Requirements, the Tender may offer an alternative which it believes to be the equivalent.
- 16.2 Tenderers shall clearly indicate any variances from the City's Requirements or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

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- 16.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Tender wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.
- 16.4 The City is not obligated to accept any alternatives.
- 16.5 The City will determine what constitutes allowable variations.

17.0 Metric Measurements and Coordination

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

18.0 Schedule

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

19.0 Labour Rates

- 19.1 Tenders should include Part C - Form of Tender, Schedule "A"- Labour Rates for Additional Work. The Tenderer should insert the hourly rates for labour including allowances for taxes, assessments, benefits, small tools, overhead and profit.

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART B - INSTRUCTIONS TO TENDERERS**

20.0 Experience

- 20.1 Tenderers are to confirm that they have suitable experience in the performance of this type of work. Each Tenderer should submit Schedule "B" - Tenderer's Experience with Related Work on related projects completed including the following information:
- a) a brief description of the project;
 - b) location;
 - c) contract value;
 - d) start and completion dates;
 - e) completed on schedule or not;
 - f) name of project owner and representative to be contacted as reference with the reference's current phone number and email address; and
 - g) names and positions of Contractor's key personnel involved in the project.

21.0 Non-Resident Withholding Tax

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

22.0 Freedom of Information and Protection of Privacy Act

- 22.1 Tenderers should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

23.0 Conflict of Interest

- 23.1 By submitting a Tender, the Tenderer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict of interest.

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART B - INSTRUCTIONS TO TENDERERS**

24.0 Confidentiality

- 24.1 Information about the City obtained by Tenderers must not be disclosed unless prior written authorization is obtained from the City.
- 24.2 The Tenderer agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

25.0 Release, Indemnity and Limitation

- 25.1 The Tenderer:
 - a) agrees not to bring any claim against the City and any of its employees, advisors or representatives (including the Engineer) 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 including without limitation in the event the City accepts a non-compliant Tender or otherwise breaches, or fundamentally breaches, the terms of this Tender; and
 - b) waives any and all claims against the City and any of its employees, advisors or representatives (including the Engineer) for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Tender for any reason including without limitation in the event the City accepts a non-compliant Tender or otherwise breaches or fundamentally breaches the terms of this Tender.
- 25.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Engineer) harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:
 - a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Engineer);
 - b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Engineer), 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.

26.0 Release of Information Restricted

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

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

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:			
H.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:

- 1.0** Replace 3 roofs at the following locations; Fire hall # 5 at 3090 E. 54th Ave (contain lower roof and tower roof approximately 3500 Sq. ft. of flat roof), Fire hall # 1 at 900 Heatley Ave (main Fire hall and only area A at approximately 1600 sq. ft. needs to have its roof replaced), and Fire hall # 21 at 5425 Carnarvon St. (roof contains both flat roof approximately 2000 sq. ft. and slope shingles approximately 3400 sq. ft.). All efforts are needed to minimize the impacts on the Fire halls, as they are fully functioning at all times.

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

To be Initialled at Tender Opening:

Director, Supply Management or designate

Witness

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

1.0 Tender Price and Schedule - Firehall No. 1

- 1.1 Having fully examined and considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tenderer hereby offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to perform and complete the Work at Firehall No. 1 for the "Tender Price" of:

ITEM	DESCRIPTION	PRICING
1.	Firehall No. 1 Re-roofing of Area 1 - as specified in Appendix 2	\$
	Tender Price excluding HST:	\$
	HST:	\$
	Tender Price + HST:	\$

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

Work will begin by _____, 2010.

Substantial Performance of the Work will be _____, 2010/2011.

- 1.2 The undersigned confirms that the 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.
- 1.3 If a Summary of Tender Prices forms part of this Tender, and if there is any conflict between the Tender Price entered above and the correct summation of the Summary of Tender Prices, provisional sums and/or correct extensions of the unit prices, lump sums and approximate quantities entered in the aforesaid Summary of Tender Prices, the said correct summation shall take precedence.

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

1.4 The Tender Price in 1.1 is comprised of the following:

ITEM	DESCRIPTION	PRICING
1.	<i>eg. Unit price (10' X 10' = one unit) for Permaboard in asphalt and/adhesive to be used to reduce ponding</i>	\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
	Total Tender Price, excluding HST (same as 1.1)	\$

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

2.0 Additional Prices - Firehall No. 1

- 2.1 The following are the Contractor's Additional Prices including overhead, profit, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work in force at this date and all applicable taxes, excluding HST for the Work listed herewith. Such Work and amounts are not included in the Total Tender Price under 1.1.

ITEM	DESCRIPTION	Pricing
1.	Provide unit price for (10' X 10' = one unit) for patch replacement of damaged areas (if any) outside of current Scope of Work	\$_____ (per unit 10' X 10')
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
	Total:	\$

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

3.0 Tender Price and Schedule - Firehall No. 5

- 3.1 Having fully examined and considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tenderer hereby offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to perform and complete the Work at Firehall No. 5 for the "Tender Price" of:

ITEM	DESCRIPTION	PRICING
1.	Firehall No. 5 Re-roofing of Areas 1 and 2 - as specified in Appendix 3	\$
	Tender Price excluding HST:	\$
	HST:	\$
	Tender Price + HST:	\$

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

Work will begin by _____, 2010.

Substantial Performance of the Work will be _____, 2010/2011.

- 3.2 The undersigned confirms that the 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.
- 3.3 If a Summary of Tender Prices forms part of this Tender, and if there is any conflict between the Tender Price entered above and the correct summation of the Summary of Tender Prices, provisional sums and/or correct extensions of the unit prices, lump sums and approximate quantities entered in the aforesaid Summary of Tender Prices, the said correct summation shall take precedence.

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

3.4 The Tender Price in 3.1 is comprised of the following:

ITEM	DESCRIPTION	PRICING
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
	Total Tender Price, excluding HST (same as 3.1)	\$

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

4.0 Additional Prices - Firehall No. 5

- 4.1 The following are the Contractor's Additional Prices including overhead, profit, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work in force at this date and all applicable taxes, excluding HST for the Work listed herewith. Such Work and amounts are not included in the Total Tender Price under 3.1.

ITEM	DESCRIPTION	Pricing
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
	Total:	\$

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

5.0 Tender Price and Schedule - Firehall No. 21

- 5.1 Having fully examined and considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tenderer hereby offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to perform and complete the Work at Firehall No. 21 for the "Tender Price" of:

ITEM	DESCRIPTION	PRICING
1.	Firehall No. 21 Re-roofing of Areas 1, 2 and 3 - as specified in Appendix 4	\$
	Tender Price excluding HST:	\$
	HST:	\$
	Tender Price + HST:	\$

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

Work will begin by _____, 2010.

Substantial Performance of the Work will be _____, 2010/2011.

- 5.2 The undersigned confirms that the 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.
- 5.3 If a Summary of Tender Prices forms part of this Tender, and if there is any conflict between the Tender Price entered above and the correct summation of the Summary of Tender Prices, provisional sums and/or correct extensions of the unit prices, lump sums and approximate quantities entered in the aforesaid Summary of Tender Prices, the said correct summation shall take precedence.

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

5.4 The Tender Price in 5.1 is comprised of the following:

ITEM	DESCRIPTION	PRICING
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
	Total Tender Price, excluding HST (same as 5.1)	\$

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

6.0 Additional Prices - Firehall No. 21

- 6.1 The following are the Contractor's Additional Prices including overhead, profit, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work in force at this date and all applicable taxes, excluding HST for the Work listed herewith. Such Work and amounts are not included in the Tender Price under 5.1.

ITEM	DESCRIPTION	Pricing
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
	Total:	\$

Name of Tenderer	Page FT - 10	Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

7.0 Tender Price Summary and Additional Discounts

ITEM	DESCRIPTION	PRICING
1.	Firehall No. 1 Re-roofing of Area 1 - as specified in Appendix 2 (Tender Price excluding HST, same as Section 1.1)	\$
2.	Firehall No. 5 Re-roofing of Areas 1 and 2 - as specified in Appendix 3 (Tender Price excluding HST, same as Section 3.1)	\$
3.	Firehall No. 21 Re-roofing of Areas 1, 2 and 3 - as specified in Appendix 4 (Tender Price excluding HST, same as Section 5.1)	\$
	Discount % for award of two (2) projects	%
	Discount % for award of all three (3) projects	%

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

8.0 Alternate Work Plan

- 8.1 If applicable, state an alternate work plan that details all work procedures during the roof removal/replacement (other than the City procedures listed in this ITT).

9.0 Delivery

- 9.1 State proposed Work schedule, detailing the timeline which includes the start-up and Substantial Performance:

- 9.2 State the hours during which the work shall be performed:

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

10.0 Qualifications

10.1 State the qualification(s) and training of the staff who will be assigned to this project:

11.0 Subcontractors

11.1 The Subcontractors to be used in the performance of the Work are listed below. (If no Subcontractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

11.2 Describe how the Tenderer's operation is structured with respect to Subcontractors:

11.3 What methodology will be used for Subcontractors to participate in the performance of the Work?

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

11.4 Describe the qualifications and level of experience of the Subcontractors:

11.5 Describe insurance held by the Subcontractor(s):

11.6 Describe how the Contractor assesses the Subcontractor's performance:

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

12.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the conditions stated in the ITT and that any deviations have been clearly noted herein.

The Tenderer agrees that if this Tender is accepted within ninety (90) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the form of Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

13.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

The City hereby accepts the Tender for the supply and delivery of the goods and/or services described herein or that portion of the goods and/or services set out below at the prices and on the Terms and Conditions set forth in the Tender:

City of Vancouver by its authorized signatories:

Authorized Signatory

Manager, Supply Management

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "A"

LABOUR RATES FOR ADDITIONAL WORK

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

1.0 Labour Rates

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

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

Overtime hourly rates are applicable only at prior written request of the City's Designated Representative (as defined in the General Conditions) and only for labour expended after 5:00 pm on Working Days or on any day other than a Working Day.

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

Tenderer now confirms that the above rates are for labour of the above description having the experience and qualifications described in Appendices 2 to 4 - Scope of Work and Technical Specifications.

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "B"

TENDERER'S EXPERIENCE WITH RELATED WORK

The Tenderer should list any comparable projects which it or its subcontractors has (have) undertaken by providing the following information:

RELATED EXPERIENCE #1:

Company Name:

Description of Project:

Location of Project:

Contract Value:

\$

CDN

Start & Completion Dates:

Completed on Schedule?

Yes/No (Circle Correct Response)

Name of Contract Owner:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "B" - CONTINUED

TENDERER'S EXPERIENCE WITH RELATED WORK

The Tenderer should list any comparable projects which it or its subcontractors has (have) undertaken by providing the following information:

RELATED EXPERIENCE #2:

Company Name:

Description of Project:

Location of Project:

Contract Value:

\$

CDN

Start & Completion Dates:

Completed on Schedule?

Yes/No (Circle Correct Response)

Name of Contract Owner:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "B" - CONTINUED

TENDERER'S EXPERIENCE WITH RELATED WORK

The Tenderer should list any comparable projects which it or its subcontractors has (have) undertaken by providing the following information:

RELATED EXPERIENCE #3:

Company Name:

Description of Project:

Location of Project:

Contract Value:

\$

CDN

Start & Completion Dates:

Completed on Schedule?

Yes/No (Circle Correct Response)

Name of Contract Owner:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "C"

PROPOSED KEY PROJECT PERSONNEL

The Contractor now represents and warrants that it has more than adequate and sufficient experience with the services as described in this ITT and now further warrants and represents that the following reference information is a full, fair, and frank disclosure of relevant information concerning each below-described project.

The Tenderer now confirms that the following Key Personnel will be used for the Work should this Tender be accepted by the City:

NAME	TITLE	LABOUR CATEGORY	RESUME ATTACHED TO THIS SCHEDULE C?
		Site Superintendent	Yes/No
		Corporate Manager	Yes/No
		Safety Officer	Yes/No
		Labourer	Yes/No
			Yes/No
			Yes/No
			Yes/No
			Yes/No
			Yes/No
			Yes/No
			Yes/No
			Yes/No

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "D"

TENDERER'S PROPOSED VARIATIONS

The Tenderer should make a full and complete statement and description of any changes or variations it proposes in Appendices 2, 3 and/or 4 - Scope of Work and Technical Specifications for the Work as set out in the Tender Documents, if any.

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 "D". Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS10184, Roof Replacement for Firehalls 1, 5 and 21 Part C - Form of Tender - Schedule "D" - Tenderer's Proposed Variations", with the name of the Tenderer indicated and each additional page initialed on behalf of the Tenderer.

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Name of Tenderer

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Initials of Signing Officer

SCHEDULE "E" - CERTIFICATE OF INSURANCE

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS:

LOCATION ADDRESS:

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

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests
 (All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants Improvement: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

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

Including the following extensions:

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

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

✓ Employees as Additional Insureds

All Risk Tenant's Legal Liability: \$ _____

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: _____

POLICY NUMBER: _____

Deductible Per Occurrence: \$ _____

POLICY PERIOD: From _____ to _____

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

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

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

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

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

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated: _____

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Name of Tenderer

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Initials of Signing Officer

SCHEDULE "F" - CERTIFICATE OF EXISTING INSURANCE

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

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

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

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

2. **BUSINESS TRADE NAME or DBA DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

INSURER _____	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART C - FORM OF TENDER**

SCHEDULE "G"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: Roof Replacement of Firehalls 1, 5 and 21 (PS10184)

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 GC13 of the General Conditions which are included in the Tender Documents and will form part of the Contract Documents.

Dated at _____, British Columbia, this day of 2010.

BY:

TITLE: _____

FULL CORPORATE NAME OF INSURER:

The "Certificate of Existing Insurance" in Schedule "F" should be completed and signed and enclosed with this Schedule "G" both of which are to be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

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Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT**

FORM OF AGREEMENT

This AGREEMENT (including all Appendices hereto, this "Agreement") is made as of the ____ day of _____, 2010.

BETWEEN:

CITY OF VANCOUVER,

having an office at 453 West 12th Avenue,

Vancouver, British Columbia, V5Y 1V4

(the "City")

OF THE FIRST PART

AND: _____

(Name of person, firm, or company)

(the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. By way of an Invitation to Tender for the "Roof Replacement at Firehalls 1, 5 and 21";
- B. In response thereto, the Contractor submitted a Tender to the City (the "Tender") dated _____;
- 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; and
- D. On that basis, the City and the Contractor have agreed that the Contractor will perform for the Work specified in the Contract Documents in accordance therewith (the agreement and undertaking of the parties set forth in the Contract Documents is hereinafter called the "Contract").

THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT

ARTICLE I - INTERPRETATION

Capitalized terms and words used in this Agreement and the other Contract Documents, which are not otherwise defined herein or therein, as the case may be, have the meanings designated in this Part D - General Conditions portion of the Tender Documents.

ARTICLE II - ROLE OF THE CITY'S DESIGNATED REPRESENTATIVE

The City hereby designates and appoints _____ (hereinafter referred to as the **"City's Designated Representative"** to act as its sole and exclusive agent for the purpose of managing and administering for the City the performance of the Work by the Contractor in accordance with the Contract. The Contractor must coordinate the Work with the City's Designated Representative. The Contractor will have no cause for any claim against the City whatsoever with respect to delays or other interruption of the Work by City employees or due to the above requirement to coordinate the Work with the City's Designated Representative.

Unless otherwise notified in writing by the City to the Contractor, the agency of the City's Designated Representative will continue for the entire duration of the Contract including the period of any guarantees or warranties given by or through the Contractor. In the event of the revocation in writing of the agency of the City's Designated Representative by the City, the City's Designated Representative will have no further authority under the Contract, except as may be specifically designated in writing by the City and agreed to in writing by the City's Designated Representative, and all references to the City's Designated Representative in the Contract will thereafter be deemed to be a reference to the City or to such other person designated in writing to the Contractor. The City's Designated Representative may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Designated Representative has been designated and appointed its sole and exclusive agent.

Despite any other term of the Contract, where the Contractor must submit to the City's Designated Representative for approval a drawing or other information which indicates a method or technique by which the Contractor will carry out a certain aspect of the Work, the City's Designated Representative's approval of such drawing or other information will be deemed only to be an acknowledgement by the City's Designated Representative that such drawing or other information appears to be consistent with the requirements of the Contract. Under no circumstances will the City's Designated Representative's approval of the drawing or other information be, or be interpreted as, the City's or City's Designated Representative's approval or endorsement of the method or technique described in the drawing or other information and under no circumstances will the City's Designated Representative's approval of the drawing or other information modify or limit in any way the Contractor's total, complete and unconditional responsibility for design, engineering and proper implementation of the appropriate methods and techniques necessary to successfully carry out the Work specified in the Contract.

INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT

ARTICLE III - PERFORMANCE OF THE CONTRACT

The Contractor hereby agrees and undertakes to perform the Work, and will furnish all materials, equipment, Products, labour and services and supervision necessary to carry out the Work, and to carry out all of its other obligations, in a professional and workmanlike manner in accordance with all applicable laws and regulations, and as contemplated by and in accordance with the Contract. The City in turn agrees and undertakes to perform its obligations under the Contract in accordance with the applicable requirements thereof.

ARTICLE IV - CONTRACT DOCUMENTS

The following is a list of the documents that contain the terms and conditions of the agreement between the parties (the "Contract Documents"). This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

- (a) This Agreement, as executed;
- (b) Notice of Award delivered to Contractor;
- (c) Part B - Instructions to Tenderers;
- (d) Part C - Form of Tender (including Schedules A to G), as completed by Tenderer;
- (e) Part D Form of Agreement;
 - (i) Schedule A - Prime Contractor Agreement Form;
 - (ii) Schedule B - General Conditions;
 - (iii) Schedule C - General Requirements;
- (f) Appendix 2 - Firehall No. 1 Scope of Work and Technical Specifications;
- (g) Appendix 3 - Firehall No. 5 Scope of Work and Technical Specifications;
- (h) Appendix 4 - Firehall No. 21 Scope of Work and Technical Specifications;
- (h) Performance Bond required under the Tender Documents;
- (i) Labour and Materials Payment Bond required under the Tender Documents; and
- (j) Any amendments/addenda to any of the above documents, or any other document(s) that become incorporated into and part of the Contract Documents.

The Contract Documents are complementary to each other, and what is called for by any one will be as binding as if called for by all. The intent and spirit of the Contract Documents is that the Contractor is required to complete the Work in every detail within the times and for the purposes designated, and that the Contractor must furnish and do any and everything necessary for such purposes notwithstanding any omission from the Contract Documents. In the event of a discrepancy or contradiction between a term or condition in one Contract Document with another Contract Document, Part D - GC2 will apply.

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT**

ARTICLE V - SCHEDULE OF WORK

The Contractor will commence the Work in accordance with the Work schedule as agreed upon with the City. The Contractor will proceed with the Work diligently, will perform the Work in accordance with the construction schedules as required by the Contract Documents and achieve Substantial Performance of the Work by the date indicated (the "Contract Time"), subject to the provisions of the Contract Documents for adjustments to the Contract Performance Deadline.

Time is of the essence in the Contract.

ARTICLE VI - PAYMENT

Subject to additions and deductions for variations in the Work and to quantities utilized as may be agreed upon in writing, and to the provisions of the Contract, the City will pay the Contractor as remuneration for the performance of the Work a maximum total of [write out amount in full] (\$0000.00), excluding HST but including, without limitation, all taxes and permit and license fees (the "Contract Amount").

Applications for Payment:

- (a) During its performance of the Work, the Contractor may apply to the City's Designated Representative, in form approved by the City, on or before the last day of every month, for payment for Work performed and materials supplied at or to the Work Site to the date of the application, provided that the City's Designated Representative may at any time require as a condition of payment the submission of documentation set out in Part D - GC18.
- (b) On Substantial Performance being certified in accordance with the procedures set out in the Part D - GC20 and the value of the certified deficiencies being agreed upon, the Contractor may make application to the City's Designated Representative for the balance of all monies then owing to the Contractor under the Contract, submitting also such documentation as is required under the Part D - GC18, subject to the deficiency holdback contemplated by paragraph (h) below.
- (c) On correction and completion of all deficiencies listed on the Certificate of Substantial Performance, the Contractor will apply to the City's Designated Representative for final payment, accompanied by the documentation required by Part D - GC18.

The City's payment to the Contractor for any Work under this Agreement will not be construed as an acceptance of the Work as having been performed in accordance with the Contract.

The City's issuance of a Certificate of Total Performance will constitute a waiver by the Contractor of all claims under the Contract, except those previously made in writing and still unsettled, if any, and specified by the Contractor in his application for final payment pursuant to paragraph (c) above.

INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT

The City will make payments to the Contractor as follows for Work performed:

- (d) On or before the fifth day of the month following the Contractor's application for payment, the City's Designated Representative will adjust, if necessary, and certify the Contractor's progress estimate. Where the City's Designated Representative makes any changes to the amount submitted by the Contractor for payment, the Contractor will be notified in writing within five (5) Working Days and will be given the opportunity to defend his application without delay.
- (e) Within thirty (30) calendar days of the date the City receives any City's Designated Representative certified application for payment, the City will make payment to the Contractor up to the value of the completed Work as certified by the City's Designated Representative, less any holdback required under the *Builders Lien Act* equal to ten percent (10%) of such certified value and less the aggregate of any previous payments all in accordance with the Contract and with the *Builders Lien Act*.
- (f) Where the City's Designated Representative has issued a Certificate of Substantial Performance in respect of any of the Work performed by subcontractors, and where fifty-five (55) calendar days have elapsed since the issuance of the certificate without any claims of builders lien being filed which arose under the subcontract, the City will release to the Contractor any *Builders Lien Act* holdback amount retained for such subcontract work.
- (g) After fifty-five (55) calendar days have elapsed from the date of issuance of a Certificate of Substantial Performance in accordance with Part E - GC20 and upon the City's Designated Representative's satisfaction that no encumbrance, lawful claim or lien exists, the City, within a further ten (10) calendar days, will make payment to the Contractor of all monies due under the Contract at the date of Substantial Performance of the Work, including the release of any remaining *Builders Lien Act* holdback amounts, provided, however, that the Contractor hereby authorizes the City to retain as a deficiency holdback at least twice the estimated value of any certified deficiencies (the "Deficiencies Security"), and to apply any builders lien holdback monies then held by the City towards such Deficiencies Security, and if that amount is insufficient, to immediately provide the City with an additional cash payment equivalent to the shortfall. The Contractor may substitute a letter of credit for the Deficiencies Security, in the amount of the Deficiencies Security held back and required under the Contract, in a form and from a financial institution acceptable to the City.
- (h) Subject to all other provisions of the Contract, upon the issuance of a Certificate of Total Performance, the City will make a final payment of all monies owing to the Contractor under the Contract.
- (i) Where payment is not made in accordance with the payment provisions above, the overdue amount will bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest will be calculated from and after the date upon which such payment is due and will accrue until the date of payment of the overdue amount, together with accrued interest. This interest obligation on the part of the City will be the sole remedy of the Contractor for any late payment under the Contract.

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT**

ARTICLE VII - NOTICES

- (a) All notices, instructions, orders or other communications given in writing by the City to the Contractor will be addressed as set forth below:

Name: _____

Address: _____

City: _____

Postal Code: _____

Fax Number: _____

Attention: _____

- (b) All notices, requests, claims or other communications by the Contractor to the City will be in writing and will be given by personal delivery or by registered mail addressed as set forth below:

CITY OF VANCOUVER

515 West 10th Avenue, Suite 300 (Front Desk)

Vancouver, British Columbia

V5Z 4A8

Attention: _____,

With a copy to the following (in the case of any legal matter or matter in dispute) to:

Purchasing Services - Supply Management

Suite 320, 555 West 12th Avenue

Vancouver, BC V5Z 3X7

Attn: _____, Contracting Specialist

Email: _____

Any such notice given to the City by registered mail will be deemed to have been delivered on the second Working Day following the mailing thereof; provided, however, that should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT**

other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE VIII - SUCCESSORS AND ASSIGNS

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

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

CITY OF VANCOUVER

BY:

Print Name and Title

CONTRACTOR

BY:

Authorized Signatory

Print Name and Title

INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE A - PRIME CONTRACTOR AGREEMENT

SCHEDULE A - PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

- a) **"OH&S Regulation"** means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) **"Owner"** means City of Vancouver;
- c) **"Place of the Work"** means the work site(s) at Firehall No. 1 - 900 Heatley Avenue, Firehall No. 5 - 3090 E. 54th Avenue, and/or Firehall No. 21 - 5425 Carnarvon Street;
- d) **"Prime Contractor"** means the Contractor, who is designated pursuant to Section 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purpose of WorkSafeBC Legislation;
- e) **"Project"** means the roof replacement at Firehall No. 1 - 900 Heatley Avenue, Firehall No. 5 - 3090 E. 54th Avenue, and/or Firehall No. 21 - 5425 Carnarvon Street, as contemplated by the Contract Documents, and includes all the Work;
- f) **"WCA"** means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) **"WorkSafeBC 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
- h) **"WorkSafeBC"** means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE A - PRIME CONTRACTOR AGREEMENT**

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- 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 changes of status with WorkSafeBC or the WorkSafeBC during the course of the Project.

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

- 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.
- Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorkSafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Review and complete a "Pre-Job Meeting Form" if the Owner requests.
- For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorkSafeBC at least twenty-four (24) hours before construction commences.
- 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, from site orientations to safety committee meetings and toolbox talks, to 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 WCA, the OH&S Regulation, the requirements

INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE A - PRIME CONTRACTOR AGREEMENT

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.
- 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, 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 WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

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

- 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.

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE A - PRIME CONTRACTOR AGREEMENT**

- 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.

3.0 DESIGNATION AS PRIME CONTRACTOR

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

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

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

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

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as an authorized representative of the Contractor to accept all responsibilities of the **Prime Contractor** for this Project.

Date

Contract #

Name of Contractor

Qualified Coordinator's Name

(Construction Only)

**Signature of Authorized
Representative**

Print Name and Title

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE B - GENERAL CONDITIONS**

**SCHEDULE B - GENERAL CONDITIONS
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**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
PART D - FORM OF AGREEMENT
SCHEDULE B - GENERAL CONDITIONS**

GC1 DEFINITIONS

1.1 The following Definitions shall apply to all Contract Documents:

"Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Work, all as may be in force from time to time;

"Certificate of Existing Insurance" means the form of certificate of existing insurance attached as Part C - Schedule F;

"Certificate of Insurance" means the form of certificate of insurance attached as Part C - Schedule E;

"Certificate of Final Payment" means the certificate to be issued by the City's Designated Representative in accordance with the Contract Documents and the *Builders' Lien Act* following the Contractor's completion of Total Performance of the Work;

"Certificate of Substantial Performance" means the certificate of completion to be issued by the City's Designated Representative in accordance with the Contract Documents and the *Builders' Lien Act* following the Contractor's completion of Substantial Performance of the Work;

"Changes in the Work" means additions, deletions, or other revisions to the Work within the general scope of the contract;

"City" means the City of Vancouver and its authorized representative;

"City's Designated Representative" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

"Closing Time" means the closing date, time, and place as set out on the title page of this ITT;

"Consultant" means the Consultant as defined in the Agreement or their delegate, who may be an employee of the Owner or an independent consultant engaged by the Owner on its behalf;

"Contract" is the undertaking of the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties;

"Contract Documents" means the documents listed in Article IV of Part D - Form of Agreement;

"Contract Price" means that sum of the Tender Price set out in Part C - Form of Tender;

"Contract Time" is the time stipulated in the Contract Documents for Substantial Performance of the Work;

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“Contractor” is the person or entity identified as such in the Form of Tender. The term Contractor means the Contractor or the Contractor’s authorized representative as designated to the City in writing;

“Form of Tender” means the Form of Tender in Part C to the ITT;

“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;

“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;

“Losses” means, in respect of any matter, all:

iv) direct and indirect; as well as

v) 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);

“Notice of Award” means a written notice from the City to a Tenderer that the City accepts the Tenderer’s Tender;

“Notice to Proceed” means a written notice from the Owner to a Tenderer to whom a Notice of Award has been delivered, directing the Tenderer to proceed with the Work in accordance with the Tender Documents;

“OH&S Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

“Owner” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, SBC 1953, c.55;

“Product” or **“Products”** means all materials required for the removal and installation of the Central Residence roof to be supplied to the City by the Contractor, as more particularly set out in the Specifications and Drawings;

“Requirements” means all of the Work as outlined in the Specifications and Drawings, requirements and services set out in the ITT that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Project” means the total Work contemplated with respect to this ITT;

“Subcontractor” is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work, or to supply Products worked to a special design for the Work;

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

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

"Tax Legislation" includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;

"Tender" means a Tender submitted to the City in response to the ITT;

"Tender Contract" means any contract whether simple or by deed formed upon receipt by the Owner of a compliant tender from a Tenderer in response to this Invitation to Tender;

"Tender Documents" mean all the documents as defined in Part B, Instructions to Tenderers - Section 12 including any addendum issued by the City;

"Tenderer" means the person(s) described in the beginning of the Form of Tender;

"Tender Price" means the total monetary amount of all prices proposed in the Tender, including all applicable fees and taxes excluding HST;

"Total Performance of the Work" means that the Contractor has performed and certified all obligations, other than warranty obligations under the Contract Documents, and is so certified by the City;

"Work" means the total construction and related services required by the Contract Documents, and performed by the Contractor;

"Working Day" means a day other than a Saturday, Sunday or a statutory holiday observed in British Columbia;

"WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia;

"WorkSafeBC OH&S Regulation" means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time; and

"Work Site" and **"Site"** means the site where the Work is being performed, the City of Vancouver City Hall in Vancouver, BC unless otherwise stated in this ITT.

GC2 CONTRACT DOCUMENTS

- 2.1 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labour, materials, construction plant and equipment, supplies, services,

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tools, transportation, facilities and all things necessary for the proper execution of the Work excepting only those items specifically stated as being furnished by the City.

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

- the Tender and Acceptance Form
- the General Conditions
- Specifications
- Drawings
- all other Contract Documents

GC3 DELAY AND DEFAULT

3.1 If the Contractor delays in the commencement, execution or completion of the Work and the delay is not caused by the City, the City will not accept any claim by the Contractor and the Contractor will indemnify and reimburse the City for all costs, expenses, damage and losses it incurs thereby. Where a delay is clearly not the fault of the Contractor, the City may extend the Contract Time, but no claims by the Contractor for delay or damages shall be allowed and the same are hereby waived by the Contractor.

3.2 Where the Contractor delays as set out in GC 3.1 or is otherwise in default under the Contract Documents and the delay or default continues for seven (7) days after written notice to the Contractor, the City may terminate the Contract in accordance with GC 4.1. In addition, the Contractor will indemnify and reimburse the City for all costs, expense, damage and losses arising out of the Contractor's default.

GC4 SUSPENSION OR TERMINATION OF WORK BY THE CITY

4.1 The City may, in its sole discretion and without giving reasons, require the Contractor to either terminate his execution of the Work, or suspend that Work for a specified or unspecified period, by communicating written notice to that effect to the Contractor.

4.2 The Contractor, upon receiving notice of the City's requirement pursuant to GC 4.1, shall immediately terminate or suspend all operations except those which, in the City's opinion, are necessary for the care and preservation of the Work. Compensation relating to the suspension or termination shall be pursuant to GC 7.

GC5 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

5.1 The Contractor agrees to keep the construction site and all property of the City free and clear of all builders' liens and agrees to forthwith, following receipt of notice by the City of any such liens, cause the same to be discharged, whether or not the liens or claims in respect thereto are valid or not valid. The Contractor agrees with the City that, notwithstanding any provisions of this Agreement to the contrary, the City shall not be obliged to pay any monies whatsoever to the Contractor during the time that any builders' liens or other liens are registered or filed against the construction site or property owned by the City.

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GC6 SIGNS AND PUBLICITY

- 6.1 Neither the Contractor, his Subcontractors, nor anyone directly or indirectly employed by any of them, shall post any site signs, nor release any publicity reports, photographs, or other information, orally or in writing, concerning the Work performed or to be performed, without the prior written approval of the City.

GC7 CHANGES - DETERMINATION OF COST

- 7.1 When a change in the Work is proposed or required, the City will issue a Contemplated Change Notice. The Contemplated Change Notice will describe in reasonable detail the proposed change in the Work to the Contractor. Within three (3) working days of the receipt of the Contemplated Change Notice the Contractor will provide a written quotation of the value of the contemplated change (increase or decrease) based on the terms in clause 7.2 as well as the effect, if any, on the Construction Schedule. Where the City gives written notice to the Contractor of its acceptance of the Contemplated Change by issuing a "Change Order" it will immediately become binding and the Contract Price shall be adjusted accordingly.
- 7.2 The adjustment of the Contract Price shall not exceed the actual cost of the Contractor's Work for the change in the Work, plus an allowance for overhead and profit as follows:
- .1 The Contractor will receive combined overhead and profit equal to ten (10) percent of the direct unavoidable costs incurred by the Contractor's use of his own forces;
 - .2 The Contractor will receive five (5) percent combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive (provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract).
 - .3 The Subcontractor will receive combined overhead and profit of ten (10) percent on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the Change Order or Change Directive.
 - .4 The Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.
- 7.3 All costs and expenses incurred by the Contractor and any Subcontractors in preparing any requested Change Order quotation or submitting, substantiating or otherwise administering a claim pursuant to a Change Order or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.

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GC8 COOPERATION WITH OTHER CONTRACTORS

- 8.1 Where, in the opinion of the City, it is necessary that other contractors or workmen be sent onto the site of the Work, the Contractor shall, to the satisfaction of the City, allow them access to the Work and shall co-operate with them in the carrying out of their duties and obligations.

GC9 SUBCONTRACTORS

- 9.1 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the written consent of the City.
- 9.2 The Contractor agrees to preserve and protect the rights of the parties under the Contract Documents with respect to any Work to be performed under subcontract and shall require his subcontractors to perform their Work in accordance with the Contract Documents. The Contractor shall be fully responsible to the City for subcontractors' acts or omissions, or of persons directly or indirectly employed by them, to the same extent as if the acts or omissions were acts or omissions of the Contractor.
- 9.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City.

GC10 ASSIGNMENT OF AGREEMENT

- 10.1 This Agreement, or any part thereof, shall not be assigned without the prior written consent of the City, which may be arbitrarily withheld.

GC11 LAWS AND PERMITS

- 11.1 The Contractor shall comply and ensure compliance with all laws and regulations relating to the Work, whether Federal, Provincial or City, and shall pay to the appropriate authorities all fees and charges in respect of permits.

GC12 PROTECTION OF WORK

- 12.1 The Contractor shall guard or otherwise protect the Work including all material, plant and real property related to the Work against loss or damage from any cause.

GC13 INSURANCE

- 13.1 The Contractor shall provide the following insurances, to be placed with a company and in a form as may be acceptable to the City. These insurances shall remain in force until the date of the Certificate of Total Performance, unless otherwise stipulated, and shall provide for THIRTY (30) days prior notice of cancellation, lapse or material change.
- (a) Comprehensive General Liability Insurance protecting the City, the Contractor, and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which

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may arise out of the operations of the Contractor, its subcontractors, or their respective servants, agents or employees in connection with the Work.

This insurance shall be for an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence and in the aggregate and with a property damage deductible not exceeding \$10,000, and shall include a standard form of cross-liability clause. Completed operations coverage shall be maintained for at least ONE (1) month after the date of the Certificate of Total Performance.

- (b) Automobile Liability Insurance 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 servants, agents or employees. This insurance shall be for a minimum amount of FIVE MILLION DOLLARS (\$5,000,000) inclusive per accident.
 - (c) Contractor's Equipment Insurance covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City.
 - (d) All-Risks Insurance covering the Work and all property of every description to be used in the construction of the Work. This insurance shall be primary, include the City and the Owner of the Property as a named insured, and contain a waiver of subrogation against the City.
 - (e) The Contractor shall cause its subcontractors, consultants or subconsultants that undertake, perform, design, review and/or complete any engineering or architectural design work or drawings for the Project to carry professional liability insurance coverage with a limit no less than \$1,000,000 per claim and \$1,000,000 aggregate limit.
- 13.2 Evidence of these insurances shall be lodged with the City prior to the commencement of any Work.
- 13.3 The Contractor shall ensure that all subcontractors employed by him carry insurance in the form and limits specified in GC 13.1
- 13.4 The liability of the Contractor under the Contract Documents shall not be affected by the provisions of this GC 13.

GC14 WORKERS' COMPENSATION BOARD COMPLIANCE

- 14.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Owner shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full.

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- 14.2 The Owner now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OH&S Regulation.
- 14.3 Without in any way limiting the Contractor's obligations under the WorkSafeBC OH&S Regulation, 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 Place of the Work, and
 - .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 OH&S Regulation.
- 14.4 In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all City and Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- 14.5 Prior to commencement of construction, the Contractor will:
- .1 complete and file a "Notice of Project" with the Workers' Compensation Board in compliance with Section 20.2 of the WorkSafeBC OH&S Regulation,
 - .2 post the Notice of Project at the Place of the Work, and
 - .3 provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Place of the Work.
- 14.6 Within five (5) Business Days of the Owner delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor and all Subcontractor's Workers' Compensation Board regulation numbers.
- 14.7 Within five (5) Business Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with the Workers' Compensation Board and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- 14.8 The Contractor shall conduct all due diligence inquiries of all applicable City and property owner staff and departments in order to ascertain what, if any, information is known or has been recorded by the Owner's staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City and property owner's staff and City records for this purpose.

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- 14.9 The Contractor will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to
- .1 unpaid Workers' Compensation Board 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 Workers' Compensation Board to constitute a breach of the WorkSafeBC OH&S Regulation or other failure to observe safety rules, regulations and practices of Workers' Compensation Board, including any and all fines and penalties levied by the Workers' Compensation Board, or,
 - .3 any breach of the Contractor's obligations under this GC 14.

GC15 BONDS

- 15.1 The Contractor will, within 10 days of the receipt of the Notice of Award provide the surety bonds described below.
- 15.2 The surety bonds required under this Contract must be issued by a duly licensed Surety Company authorized to transact the business of suretyship in British Columbia and must be maintained in good standing until the issuance of the Certificate of Final Payment and the payment of all *Builders' Lien Act* holdbacks.
- 15.3 The surety bonds required under this Contract if the value is above \$100,000 are as follows:
- .1 A Performance Bond in the amount of 50 percent of the Contract Price.
 - .2 A Labour and Material Payment Bond in the amount of 50 percent of the Contract Price.
- 15.4 If requested to do so in the Notice of Award by the Owner to Proceed, the Contractor, together with the surety company referred to above, shall be required to provide to the Owner a lien holdback release bond or alternatively, the Contractor shall be required to deliver a letter of credit or cash deposit for the payment of all Losses incurred by the Owner arising from the payment of the builders' lien holdback amount where there is no lien filed against the title to the Place of the Work but a lien claimant has filed a writ in a court registry claiming a lien against the builders' lien holdback amount. The security will be for the full builders' lien holdback amount and valid for such period of time as is necessary to accord with the various statutory limitation periods applicable to the Work and this Contract.

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GC16 LIENS

- 16.1 The Contractor will not permit, do or cause anything to be done to the Site at any time which will allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the Site or to the Contractor's personal property within the Site.
- 16.2 In the event of the registration of any lien, charge, conditional sale agreement, personal property security interest or other encumbrance against the Site or the Contractor's personal property within the Site at the Land Title Office or other registry, as a direct result of an action or inaction of the Contractor, Subcontractor or Supplier, the Contractor will, within 10 days notice of the registration, and at Contractor's own expense, immediately cause the registration to be discharged, whether by payment or giving security or in such other manner as may be permitted by law, failing which the Owner or Property Owner may, but will not be required to, make payments required to procure and discharge the registration and the Contractor will immediately reimburse the Owner or Property Owner for all expenses including legal fees on an indemnity basis in connection with such process.

GC17 INDEMNITY

- 17.1 Notwithstanding any insurance that may be provided by the City, the Contractor agrees to indemnify the City from all liability resulting from the operations of the Contractor or any subcontractors, or their respective servants, agents or employees under this Agreement, excepting liability wholly arising out of the negligent acts of the City.
- 17.2 At the City's option, the Contractor shall, at his own expense, promptly assume the defense of any claim, suit or other proceeding arising out of GC 17.1 above, and promptly pay any and all costs that may be incurred by or against the City. The City may, as a condition precedent to any payment hereunder, require the Contractor to submit waivers or releases extinguishing all claims of any person, firm or corporation.

GC18 APPLICATION FOR PAYMENT

- 18.1 When the Contract Time is more than Thirty (30) days, applications for payment shall be made monthly and shall be delivered to the City on the 25th day of each month commencing with the first calendar month following the issuance of the Notice to Proceed.
- 18.2 As a condition of payment each application for payment shall include the following:
- (a) A Progress Invoice, including breakdown of the portion and value of Work completed to date, which when certified by the City shall be used as the basis for payment;
 - (b) A Statutory Declaration in a form provided by the City and sworn orally before a Notary Public or Commissioner for Oaths for the Province of British Columbia stating that all wages and all accounts for purchase of materials, equipment

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- employed in or about the Work, and amounts due to Subcontractors and Supplies have been paid; and
- (c) A letter from the Workers' Compensation Board confirming that the Contractor is in good standing with the Board.

- 18.3 Applications for payment received by the City after the time provided above will not be payable by the City until the end of the first (1st) month following the date of actual receipt.

GC19 PROGRESS PAYMENT

- 19.1 Upon the last day of the month following the month represented by the application for payment, the City will make payment to the Contractor up to the value of the completed Work as certified by the City, less a builders lien holdback amount equal to 10 percent of the certified value and less the aggregate of any previous payments in accordance with the Contract Documents and the *Builders Lien Act*.

GC20 SUBSTANTIAL PERFORMANCE OF THE WORK

- 20.1 When the Contractor considers that the Work has been "completed", as the term has been defined in the *Builders Lien Act*, the Contractor shall prepare and submit to the City a comprehensive list of items to be completed or certified and apply for a review by the City to establish that the Contract or subcontract forming part of the Contract has been completed.
- 20.2 No later than 10 working days after the receipt of the Contractor's list and application, the City will review the Work to verify the validity of the application, and promptly after completing the review, the City will determine whether or not there is Substantial Performance of the Work.
- 20.3 Where, pursuant to paragraph 20.2, the City has determined that there is Substantial Performance of the Work; the City will promptly issue the Certificate of Substantial Performance of the Work.
- .1 For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance will serve as the Contract's or Subcontract's certificate of completion and the date of the Substantial Performance of the Work stated in the certificate will be deemed to be the date of the certificate's issuance.
- .2 All deficiencies and defects in the Work will be described in reasonable detail by the City and appended to the Certificate of Completion.
- .3 In addition to the holdbacks and deductions described in paragraph GC19, the City may also holdback from payment following issuance of a Certificate for Completion of the Work an amount equal to twice the value of all deficiencies and defects identified in the Certificate of Substantial Performance or as otherwise identified and determined by the City.

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GC21 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 21.1 Where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Substantial Performance:
- .1 the City will satisfy itself that no encumbrance, claim or lien has been filed against the Site and Lien Holdback in respect of the Work, and
 - .2 the Contractor will submit to the City an application for payment of the holdback amount along with the required Statutory Declarations.
- 21.2 Where 55 calendar days have elapsed since the issuance of the Certificate of Substantial Performance and the City has received the Contractor's submittals pursuant to paragraph 21.1, subparagraph .2, the City will pay the Contractor all money due upon the Contract at the date of Substantial Performance of the Work, including the release of all *Builders Lien Act* holdback amounts, but retaining at least twice the estimated value of the certified deficiencies and defects.
- 21.3 The City will within 10 calendar days of issuance of the certificate of payment pursuant to paragraph 21.2, pay to the Contractor the amount set out on the certificate unless in the meantime:
- .1 a claim of lien if filed by the Contractor or by any person engaged by or under the Contractor against the Site, or
 - .2 proceedings are commenced to enforce a lien against the holdback amount, or
 - .3 all or any portion of the holdback amount is required by law to satisfy any liens against the Work or, other third party monetary claims against the Contractor which are enforceable against the City or the Site.

GC22 PROGRESSIVE RELEASE OF HOLDBACK

- 22.1 Despite the provisions of GC20 - *SUBSTANTIAL PERFORMANCE OF THE WORK*, AND GC21 - *PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK*, and despite the wording of any certificate issued by the City, the Contractor will remain fully liable for the Subcontract work or Products and all of the Contractor's obligations under the Contract pending the issuance of the Final Certificate for Payment and will remain responsible for the correction of defects or deficiencies in the Work regardless of whether or not such deficiencies or defects were apparent when the certificates were issued.

GC23 PAYMENT ON TOTAL PERFORMANCE OF THE WORK

- 23.1 When the Contractor considers that there is Total Performance of the Work, the Contractor will submit to the City:
- .1 An application for final payment, and
 - .2 A Statutory Declaration

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- 23.2 The City will, no later than 10 days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application. The City will, promptly after reviewing the Work and application for final payment, determine whether or not there is Total Performance of the Work and, if the determination is that there is not, the City will give written reasons to the Contractor as to why there is not Total Performance of the Work.
- 23.3 Where the City has concluded that there is Total Performance of the Work, the City will promptly issue a Certificate of Final Payment, the City will then pay to the Contractor the balance of the Contract Price within 10 working days of the issuance of the Certificate of Final Payment, unless in the meantime, a claim of lien is filed by the Contractor or by any person engaged by or under the Contractor.

GC24 WARRANTY AND RECTIFICATION OF DEFECTS

- 24.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor will, at his own expense, rectify and make good any defect or fault, however caused, that appears in the Work within twelve (12) months from the date of issuance by the City of a Certificate of Total Performance.

GC25 SHOP DRAWINGS

- 25.1 Contractor shall submit to the City for review, shop drawings, brochures, diagrams, illustrations and other data required to illustrate details of the work, prior to fabrication or incorporation of the same into the work.
- 25.2 The review of such drawings by the City or its Representative shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents.

GC26 CLEANUP AND FINAL CLEANING OF WORK

- 26.1 Promptly after the date of Substantial Performance, the Contractor shall remove all his surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work, unless otherwise directed by the City. The Contractor shall also remove any waste products and debris and leave the site of the Work in a clean and suitable condition for use by the City or its tenants.

GC27 CONSTRUCTION SCHEDULE

- 27.1 The Contractor shall within ten (10) days after receipt of the Notice of Award prepare and submit to the City 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.

END OF GENERAL CONDITIONS

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SCHEDULE C - GENERAL REQUIREMENTS

1.0 SUMMARY OF WORK

- 1.1 The Work generally consists of, but is not necessarily limited to the following: the replacement of 3 roofs at the following locations; Firehall # 5 at 3090 E. 54th Avenue (contain lower roof and tower roof approximately 3500 sq. ft. of flat roof), Firehall # 1 at 900 Heatley Avenue (main Fire hall and only one area of approximately 1600 sq. ft. needs to have its roof replaced), and Firehall # 21 at 5425 Carnarvon Street (contains both flat roof approximately 2000 sq. ft. and slope shingles approximately 3400 sq. ft.). All efforts are needed to minimize the impact on the Firehalls as they are fully functioning at all times.

The Scope of Work is more particularly defined in Appendices 2 to 4 - Scope of Work and Technical Specifications.

2.0 SITE COORDINATION AND COOPERATION

- 2.1 The Contractor will coordinate and cooperate with the City, in all matters relating to the Work including use of the City property, and loading and off-loading of materials.
- 2.2 The Contractor is advised that daily functions *must* occur without physical restrictions, noise, dust and other interferences. Screens, hoarding and signage must be installed to ensure public safety at all times. All noisy work should be done between 7:30 am to 8:00 pm Monday through Friday and only on Sat. between 10:00 am to 8:00 pm. No noisy work can be done on Sunday or other holidays.
- 2.3 Access to the building and floor areas must be coordinated with the City. On site parking will be for loading and unloading only.

3.0 PERMITS AND REGULATORY REQUIREMENTS

- 3.1 The Contractor shall obtain and pay for all necessary permits, fees, licenses and certificates of inspection as may be required by local or provincial regulations or by-law. The Contractor shall not include the cost of the Building Permit in the tender. The City will apply and pay for the Building Permit. All other permit fees shall be the responsibility of the Contractor.
- 3.2 Should Asbestos be encountered, immediately notify the City. Asbestos shall be removed in accordance with WCB regulations and the City of Vancouver standards.

4.0 HOURS OF WORK

- 4.1 The Work shall be carried out during the working hours stipulated as acceptable by the City.

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- 4.2 In the event it is necessary to perform work outside such normal working hours, the Contractor shall obtain written approval from the City.

5.0 WORK AREA

- 5.1 The area of the site upon which the Work is to be conducted is shown in Appendix 4 - Scope of Work. The Work and the operation of vehicles and machinery, storage of equipment, materials and/or supplies must be contained within such designated area or in such areas designated by the City.
- 5.2 If revision of the work area boundaries is necessary, the Contractor shall contact the City and shall not trespass or conduct any Work outside such boundaries (save in the case of emergency) without prior authorization by the City.

6.0 PROTECTION OF EXISTING FACILITIES

- 6.1 The Contractor shall take all necessary precautions to protect adjacent or proximate sites, utilities, and services against damage during performance of the Work.
- 6.2 The Contractor shall be fully responsible for and shall repair and/or remedy, at no expense to the City or property owner, any damage or disruption caused by the Contractor. All such work shall be conducted in accordance with all applicable laws and by-laws.

7.0 EXISTING CONDITIONS

- 7.1 The Contractor shall promptly notify the City in writing if existing conditions at the place of the Work differ materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon.

8.0 ASBESTOS

- 8.1 All asbestos shall be handled, removed, stored and disposed in accordance with the Workers' Compensation Board and City of Vancouver regulations for such work.
- 8.2 Should asbestos in addition to that specified in the Contract Documents be encountered, the Contractor shall immediately notify the City and receive further instructions as for disposal of same.

9.0 PROGRESS MEETING

- 9.1 The Contractor shall hold progress meetings weekly throughout conduct of the work.
- 9.2 The City, City's Representative, Contractor, and any Subcontractor involved in the Work, are to be in attendance.
- 9.3 The Contractor will record minutes of meetings and circulate same to attending parties and those parties not attending within three (3) days of meeting.

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10.0 CONSTRUCTION SAFETY

- 10.1 The Contractor shall be solely responsible for all safety measures in connection with construction means, methods, techniques, sequences and procedures and shall comply with all applicable laws and regulations of Federal, Provincial and City authorities concerning construction safety.
- 10.2 The Contractor shall comply with the Workers' Compensation Board Industrial Health & Safety Regulations of British Columbia (latest edition) and provide all necessary safety requirements as prescribed by the regulations for the Work.

11.0 ACCESS TO SITE

- 11.1 The Contractor shall apply for and pay for all permits required for approved site ingress and egress locations, use of sidewalks, street access, BC Hydro wires, use of street parking spaces for construction purposes, and delivery facilities, etc., relevant to the Work.
- 11.2 The Contractor shall comply with all access traffic and delivery requirements stipulated in connection with the issue of such permits.

12.0 TEMPORARY FACILITIES

- 12.1 The Contractor shall provide sufficient sanitary facilities for workers on Site in accordance with the requirements of all laws, by-laws and regulations of governing authorities.
- 12.2 The Contractor shall arrange and pay for supply of potable water to the Site.
- 12.3 The Contractor shall provide and pay for all temporary power and all required distribution services required to perform the Work.
- 12.4 The Contractor shall arrange and pay for temporary telephone service to the Site.
- 12.5 The Contractor shall be responsible for security of the Work and the Site.
- 12.6 The Contractor shall provide and pay for all temporary heating required during construction period, including attendance, maintenance and fuel.

13.0 FINAL CLEANING

- 13.1 When the Work is substantially performed, the Contractor shall remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work.
- 13.2 The Contractor shall remove waste products and debris other than that caused by other Contractors, the City, or their employees, and leave the Work clean and suitable for occupancy by the City.

FINANCIAL SERVICES GROUP
Supply Management**Invitation to Tender No PS10184****Roof Replacement at Firehalls 1, 5, and 21**

To acknowledge your intent to attend the Information Meeting being held as per Part A - Introduction, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, **August 23, 2010**.

Donna Lee
City of Vancouver Supply Management Department
Fax: 604.873.7057
Email: purchasing@vancouver.ca

Your details:**Tenderer's Name:**_____
"Tenderer"**Address:****Key Contact
Person:****Telephone:****Fax:****E-mail:**

Our company **WILL** ☐ / **WILL NOT** ☐ attend the information Meeting for
"Invitation to Tender No PS10184 - "Roof Replacement at Firehalls 1, 5, and 21"

Name of Company (Please print)_____
Authorized Signatory_____
E-mail Address (Please print)_____
Date

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
APPENDIX 2 - FIREHALL NO. 1 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The following Firehall No. 1 Scope of Work and Technical Specifications form part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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

**INVITATION TO TENDER NO. PS10184
ROOF REPLACEMENT AT FIREHALLS 1, 5, and 21
APPENDIX 3 - FIREHALL NO. 5 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The following Firehall No. 5 Scope of Work and Technical Specifications form part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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

**INVITATION TO TENDER NO. PS10184
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APPENDIX 4 - FIREHALL NO. 21 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The following Firehall No. 21 Scope of Work and Technical Specifications form part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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