



INVITATION TO TENDER (“ITT”) NO. PS10211

URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS

Tenders will be received in the City of Vancouver (“City”) Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 a.m. Vancouver Time (as defined in Note 2 below), on Wednesday September 29, 2010 and registered at 4:00:00 p.m. Wednesday, September 29, 2010.

NOTES:

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

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

Alison Hall, C.P.P
Contracting Specialist
Fax: 604-873-7057

E-mail: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 INVITATION TO TENDER

- 1.1 The City of Vancouver (the "City") invites Tenderers to supply ("Tender Package #2" or this "ITT" or this "Tender PS10211") all labour, materials, equipment and services necessary and incidental to the supply and installation of general construction for a new warehouse building; Urban Search and Rescue Warehouse, ("Urban Search and Rescue Warehouse") to be located at the Vancouver Fire and Rescue Services ("VFRS") Site ("Site"), located at 1330 Chess Street, Vancouver (as more particularly described in Part C - Form of Tender, the "Work").
- 1.2 A previously-awarded tender package (Tender No. PS10141) included the supply and installation of a pre-fabricated warehouse building and washroom annex in accordance with design drawings and performance specifications as issued for that tender described as being part of "Tender Package #1". These items are "Not Included in Contract" or "NIC", all as more particularly set out in Specification Section 01 11 00, Part 1.4.
- 1.3 The City intends that the Contract awarded to the successful Tenderer of this ITT will be assigned by the City as the contractor ("General Contractor") awarded the contract to perform the work under this Tender as well as Tender Package #1 and the successful Tenderer of the previously issued (Tender No. PS10141) will then become the sub-contractor to the General Contractor, all as more particularly set out in the Form of Tender Section 5.0 [CONSENT TO ASSIGNMENT OF TENDER AND ASSUMPTION OF SUB-CONTRACT].

2.0 ADMINISTRATIVE REQUIREMENTS

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

3.0 CONDUCT OF ITT - INQUIRIES AND CLARIFICATIONS

- 3.1 The City's Director, Supply Chain Management will have conduct of this ITT, and all communications should be directed only to the contact person(s) named on the cover page.
- 3.2 It is the responsibility of the Tenderer to thoroughly examine the ITT documents and satisfy itself as to the full requirements of this ITT. All inquiries should be in written form only, faxed to (604) 873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page no later than five (5) Working Days prior to the Closing Time. If required, an addendum will be posted on the City's website as noted in item 2.1 above.
- 3.3 The lowest or any Tender may not be accepted and the City will not be responsible for any cost incurred by the Tenderer in preparing the Tender.
- 3.4 Tender Documents, including Drawings are available at:
<http://www.vancouver.ca/bid/bidopp/openbid.htm>
- 3.5 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.
- 3.6 Key dates to be noted are:

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Event	Dates
Information Meeting and Site Visit Response Form should be submitted by:	September 13, 2010
Information Meeting and Site Visit	September 15, 2010
All Inquiries should be submitted on or before:	September 22, 2010
ITT Closing Date	September 29, 2010

4.0 PROJECT BACKGROUND

4.1 City of Vancouver

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

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

- 4.2 The City is the only metropolitan area of its size lacking in the storage space for urban search and rescue. In the case of a major natural or man made emergency this lack of storage space would lead to major difficulties in the VFRS response to this emergency.

- 4.3 The VFRS office and training facility ("VFRS Training Centre") is located at 1330 Chess Street. The VFRS have a need for proper and secure storage of equipment and propose to construct a storage building at the east end of the property, south of 970 Malkin Avenue. The building is approximately six thousand (6,000) square feet. The proposed building is for equipment storage and will not contain offices.

The Urban Search and Rescue Warehouse is required to store emergency equipment such as power generators (1000-7500 watt), power tools, medical supplies, food rations, tents, water purification systems, sanitation equipment, portable radios with chargers, as well as other items to be determined. In addition to storage on the floor there is required to be "three stacked" pallet shelving along the exterior walls. The interior space must be able to accommodate the movement of vehicles in and out, such as the crane truck, large box truck (40,000 lbs GVW) and the twenty (20) foot storage trailer. A reach truck will also be permanently stored in this facility to facilitate the movement of product and supplies.

A consulting team headed by Colborne Architectural Group. (the "Consultant") was retained in 2010 to provide professional services including detailed design and construction details for this project. The Consultant has put forward Al Hepburn as its designated representative (the "Consultant's Project Manager").

GeoPacific Consultants Ltd. was retained by the City to provide field investigation and laboratory testing and provided a Geotechnical Report (attached as Appendix A to Appendix 5 Specifications). The Contractor shall accommodate GeoPacific's services during the course of construction.

Keystone Environmental was retained by the City to provide an Environmental Report (attached as Appendix 3) and Environmental Protection Plan (attached as Appendix 4). Keystone will be

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conducting on-site reporting and monitoring, ensuring the Contractor is following the Environmental Protection Plan.

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

- 4.3 Provided the City elects to award this Tender/Contract, the General Contractor will act as the Prime Contractor.
- 4.4 The General Contractor will also provide all necessary electrical and water connections, complete all other construction work, and take responsibility for removal of any miscellaneous items encountered within all the designated work areas, demolition and removal of all demolished materials, and will arrange and pay for suitable disposal areas.
- 4.5 **Site preparation and construction of concrete foundations for the prefabricated building to be completed by November 16, 2010.**

5.0 OVERVIEW OF SCOPE OF WORK

- 5.1 An overview of the scope of the Work as required by this ITT is provided below.
- 5.2 The scope of the Work for the Urban Search and Rescue Warehouse - General Contractor Requirements, will provide concrete foundation, site services, the fit-out of the washroom annex, alterations to the adjacent training building and related site works as described in the Tender Documents, will include but not be limited to, the following:

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- a) General Contractor Requirements and site supervision of the project and coordination with the designated pre-fabricated building supplier with regards to scheduling of the Work, erection and installation, coordination of trades work, site logistics and resolution of detailing issues;
- b) Site preparation, excavation and construction of concrete foundations for the pre-fabricated building. Coordination for placement of inserts and embedments;
- c) Alterations to existing buried site services. Provision of new services to building (water, sewer, power, gas, communications);
- d) Supply and installation of mechanical and electrical services, distribution and fixtures within the warehouse building (sprinklers, heating, ventilation, lighting, power, communications, security, fire alarm);
- e) Construction of interior walls, finishes and fixtures for the washroom annex;
- f) Alterations to existing training building including new sprinklers, cutting penetrations for doors and services work (power, fire alarm);
- g) Alterations to surrounding roads, curbs and siteworks;
- h) Signage and graphics, including any graphics placed on warehouse building. Coordination with metal building supplier for method of application and fixing; and
- i) System demonstrations, fire alarm verifications and final submittals.

6.0 INFORMATION MEETING AND SITE VISIT

6.1 Information Meeting and Site Visit

Tenderers are invited to attend an Information Meeting and Site Visit on September 15, 2010, commencing at 10:00 a.m. and lasting until approximately 12:00 p.m. Location of meeting:

VFRS Training Facility
1330 Chess Street
Vancouver, B.C.

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1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in these Tender Documents shall have the meanings ascribed to such terms in the Contract unless such terms are specifically defined in these Instructions to Tenderers or the context of their use requires otherwise. The defined terms in these Instructions to Tenderers include, but for certainty, all references to “City” or “Owner” also mean the General Contractor where there has been an assignment pursuant to Section 5.0 of the Form of Tender:

- (a) **“City’s Project Manager”** means the appointed City representative who is responsible for the execution of the Project on behalf of the City;
- (b) **“Consultant’s Project Manager”** means the appointed Consultant’s representative who represents the Consultant for the execution of the Project;
- (c) **“Contractor’s Project Manager”** means the appointed Contractor’s representative who performs functions designated by the Contractor for the execution of the Project;
- (d) **“Contract”** means the contract in the Form of Agreement the City will enter into with the successful Tenderer;
- (e) **“Contractor”** means a Tenderer whose Tender the City has accepted and to whom the Contract has been awarded;
- (f) **“Information and Privacy Legislation”** includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- (g) **“HST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (h) **“Losses”** means, in respect of any matter, all:
 - (i) direct and indirect; as well as
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (i) **“Owner”** means the City of Vancouver;
- (j) **“Place of the Work”** means the area or areas on and about the City property where the Work is to be carried out;
- (k) **“Tax”** means HST and any other similar tax;
- (l) **“Tax Legislation”** includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;

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- (m) **“Tender Contract”** means any contract whether simple or by deed formed upon receipt by the City of a Tender from a Tenderer in response to the Invitation to Tender;
- (n) **“Tender Documents”** mean all the documents listed in section 12.0, including any addendum issued by the City; and
- (o) **“Tenderer”** means the first person(s) described at the beginning of the Form of Tender, Part C, page FT-1; and
- (p) **“Working Day”** means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia).5

1.2 Interpretation

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

2.0 INTRODUCTION

- 2.1 The City of Vancouver is inviting Tenders for Urban Search and Rescue Warehouse - General Contractor Requirements. The Work includes providing of the concrete foundation, site services, the fit-out of the washroom annex, alterations to the adjacent training building and related site works as described in the Tender Documents.

3.0 TENDERS

- 3.1 The sealed Tender on the Form of Tender provided, together with all other documents required by the Tender Documents, shall be delivered prior to the Closing Time as outlined on the Cover Page of the ITT enclosed in a sealed plain envelope, clearly marked: **“Urban Search and Rescue Warehouse - General Contractor Requirements, ITT No. PS10211”**, with the Tenderer's name in the upper left hand corner.
- 3.2 Tenders received after the Tender Closing Time may or may not be returned unopened to the Tenderer.
- 3.3 Each Tender should be signed in longhand by or on behalf of the Tenderer, with his usual signature. Tenders by partnerships should be signed by at least two of the partners, followed by the designations of the partners signing. Tenders by a company should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Form of Tender, including the Schedules should bear the initials of those persons who have executed the Form of Tender.
- 3.4 All blank spaces in the Form of Tender should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialled by the person or persons signing the Tender.

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

4.0 TOTAL TENDER PRICE

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

5.0 OPENING OF TENDERS

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

6.0 CONTRACT

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

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7.0 CONSENT OF SURETY AND BID BOND

- 7.1 Each Tender shall be accompanied by a Consent of Surety (Schedule F of the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia.
- 7.2 Each Tender shall be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the "City of Vancouver" and shall remain open for acceptance by the City for a period of **ninety (90) Working Days**, in the amount of ten percent (10%) of the Total Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City and the delivery of the Bonds specified in section 2.0, Part C - Form of Tender by the successful Tenderer.
- 7.3 The Bid Bonds of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the Contractor will be returned to the Contractor upon execution of the Contract, delivery of a Performance Bond for fifty percent (50%) of the Total Tender Price and a Labour and Material Payment Bond for fifty percent (50%) of the Total Tender Price, and commencement of the Work. The cost of all Bond premiums shall be included in the Total Tender Price.
- 7.4 The forms of the Bonds shall 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) |
- 7.5 [Intentionally Deleted]

8.0 INSURANCE

- 8.1 All Tenderers must submit with their Tenders a Certificate of Existing Insurance in the form annexed as Schedule J to the Form of Tender showing that they currently carry insurance as required in all respects under the GC 11.2 of Part F - Supplementary General Conditions portion of the ITT and written confirmation annexed Schedule I from an insurer demonstrating conclusively that the Tenderer will be able to meet those insurance requirements in all respects.
- 8.1 The Contractor and Subcontractors shall deliver to with the City within ten (10) Working Days of issuance of the Notice of Award, a certificate of insurance in the form of Schedule 5 to Part D Form of Agreement of the ITT (the "Project Specific Insurance Certificate"), and where required by the City, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC 11.2 of Part F ("Supplementary General Conditions") of this ITT.

9.0 WORKSAFEBC

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

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10.0 ACCEPTANCE OF TENDERS

10.1 Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Tenderers or any other contractual document:

- (a) Tenderers are notified that the lowest or any Tender may not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time without further explanation or to accept any Tender considered advantageous to the City. Acceptance of any Tender is contingent on funds being approved and a contract award being made by the City and the insurability of the Contractor pursuant to the insurance provisions in GC 11.2 of Part F (Supplementary General Conditions) of this ITT. Tenders which contain qualifying conditions or otherwise fail to conform to these Tender Documents may be disqualified or rejected. The City may waive any non-compliance with the Tender Documents, specifications or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein.
- (b) Where the City's Director - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exist on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- (c) Tenders shall remain open for acceptance by the City for a period of **ninety (90) Working Days** after the Closing Time.
- (d) The award of any contract shall be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:
 - (i) the overall cost impact of the Tender on the operations of the City, excluding the addition of HST, to the prices quoted;
 - (ii) the reputation and experience of the Tenderer and of the Tenderer's senior staff to be allocated to the Work;
 - (iii) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - (iv) the Tenderer's understanding of the Work based on its proposed methodology;
 - (v) the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City;

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- (vi) the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender; and
 - (vii) 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
 - (viii) the City's past experience with the Tenderer and the Tenderer's past performance on City projects.
- (e) Where the City determines that all Total Tender Prices are too high, all Tenders may be rejected.
- (f) The City may, prior to Contract award, negotiate changes to the scope of the Work or any conditions with the Tenderer considered to provide best value or any one or more Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of changes to the scope of the Work or any conditions and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- (g) The Tenderer acknowledges and agrees that the City will not be responsible for costs, expenses, Losses, damages (including damages for loss of anticipated profit) or liabilities incurred by a Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the Tender Contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.
- (h) The City may award the Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (i) Guidelines or policies that may be applicable shall not give rise to legal rights on the part of any Contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City.

11.0 SITE EXAMINATION

- 11.1 The Site on which the Work is to be executed is located at 1330 Chess Street, Vancouver, British Columbia.
- 11.2 Tenderers shall make a careful examination of the Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature of the Work to be undertaken; the means of access; the extent of the Work to be performed and any and all matters which are referred to in the Drawings, Tables, Specifications and other Tender Documents, or which are necessary for the full and proper completion of the Work. No allowance shall be made subsequently on behalf of a Contractor for any error, negligence, interpretation, or misinterpretation on the Contractor's part.
- 11.3 The City and the Consultant do not guarantee Site and other information (if any) provided in or with the Tender Documents and the Tenderer must evaluate such information relative to actual conditions.

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12.0 TENDER DOCUMENTS

12.1 The Tender Documents are:

- (a) Part A - Introduction;
- (b) Part B - Instructions to Tenderers;
- (c) Part C - Form of Tender (including Schedules A to J),
- (d) Part D - Form of Agreement (including Schedules 1 to 7);
- (e) Part E - Special Conditions;
- (f) Part F - Supplementary General Conditions;
- (g) Appendix 1 -Information Meeting and Site Visit Attendance Form;
- (h) Appendix 2 - Construction Design Drawings;
- (i) Appendix 3 - Environmental Report;
- (j) Appendix 4 - Environmental Protection Plan;
- (k) Appendix 5 - Technical Specifications (including Appendix A and B); and
- (l) any and all Amendments, Addenda, and Questions & Answers issued by the City prior to the Closing Time, as well as any and all Amendments, Addenda, and Questions & Answers issued by the City after the Closing Time and accepted in writing by the Tenderer, as well as any and all clarifications accepted by the City prior to award of the Contract.

13.0 EXAMINATION OF TENDER DOCUMENTS

13.1 Each Tenderer must examine the Tender Documents and must also satisfy him/herself of the extent of the Work. The Tenderer shall make his/her own estimate therefrom of the facilities and difficulties attending the performance and the completion of the Work.

13.2 No allowance shall be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this section.

14.0 INTERPRETATION

14.1 If any Tenderer is in doubt as to the true meaning and intent of any part of the Drawings, Specifications, or other Tender Documents, the Tenderer shall contact the appropriate person shown on the cover page in written form only at least five (5) Working Days prior to the Closing Time. If such an interpretation is not requested or confirmed by an addendum, the Tender will be conclusively deemed to be based upon the interpretation that may be subsequently given by the City after award of the Contract.

14.2 The City will answer and publish in writing, by way of addenda to the Tender Documents, prior to Closing Time, any requests made according to Paragraph 14.1 for clarification or interpretation of any Tender Documents. The City will not be responsible for verbal or any

INVITATION TO TENDER NO. PS10211
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other explanations or interpretations thereof. To be in any way binding on the City, all such requests for clarification and interpretation must be made in writing, and the response must be confirmed in writing by way of an amendment to the Tender Documents. All addenda and other written notices so issued will become part of the Tender Documents and will be binding upon all Tenderers.

15.0 TAXES AND FEES

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

16.0 PRODUCT APPROVAL

- 16.1 Wherever any product is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar references, the Contractor obligates himself to submit his Tender and accept award of the Contract based upon the use of such products. Use of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar references is intended to establish the measure of quality that the City has determined as necessary for the Work. Where two (2) or more products are shown or specified, the Contractor has the option of which to use.
- 16.2 For approval of products other than those specified, Tenderers shall submit a request in writing at least ten (10) Working Days prior to the Tender Closing Time. Requests shall clearly define and describe the product for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the item. Approval by the City will only be in the form of an addendum to the Specifications issued by the City to each party receiving a set of Drawings and Specifications.
- 16.3 Any approved Manufacturers and/or Products are approved only insofar as they conform to the Specifications.

17.0 SCHEDULING, TRAFFIC MANAGEMENT, COORDINATION AND COMPLETION

- 17.1 The Contractor will be responsible for completing the Work in a way that minimizes impact on the surrounding areas. The Contractor shall employ all work procedures necessary to minimize disturbance and inconvenience to the neighbouring areas and shall strictly adhere to all construction procedures specified or referenced in the Tender Documents.
- 17.2 Each Tenderer should complete and submit Schedule 3 with the Tender, showing the proposed critical path construction schedule for all Work under the Contract, to clearly demonstrate how the Tenderer will start Work within two (2) days of the Notice to Proceed and substantially complete the Work by **February 1, 2011**, with total completion of the Work by **February 28, 2011**.
- 17.3 Within ten (10) Working Days of the receipt of the Notice of Award for the Contract, the successful Tenderer will be required to submit a Traffic Management Plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, signage and materials used to maintain Site operations and access to staff and public users of the Work Site.

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17.4 Within ten (10) Working Days of the receipt of the Notice of Award for the Contract, the successful Tenderer will also be required to submit a Site Specific Safety and Health Plan addressing as a high-level overview the health and safety issues including, but not limited to hazards; mitigation measures; site orientations; safety meetings; first aid attendant requirements; and training requirements and record keeping.

17.5 Time shall be of the essence for all purposes of this ITT.

18.0 EXPERIENCE

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

- (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) brief resumes of Contractor's key personnel and these personnel's specific roles in the project.

19.0 LIST OF SUBCONTRACTORS AND SUPPLIERS

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

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 Tenderers are advised that, if they are not residents of Canada, the *Income Tax Act* of Canada requires that a certain percentage of the monies otherwise payable to the Contractor be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending 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 the Canada Revenue Agency, Taxation for further details. The City shall receive a credit under the Contract for monies withheld and remitted.

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PART B - INSTRUCTIONS TO TENDERERS

21.0 RELEASE, INDEMNITY AND LIMITATION

21.1 The Tenderer:

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

21.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Consultant) harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, or materials or equipment suppliers alleging or pleading:

- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Consultant);
- (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Consultant), occurring in the course of conducting this Invitation to Tender; or
- (c) liability on any other basis related to the Tendering process, bidding process or the Tender Contract.

22.0 DISPUTE RESOLUTION

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

- (a) The arbitrator will be selected by the City's Director - Supply Management; and
- (b) Section 21.0 - Release, Indemnity and Limitation above will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator.

23.0 CONFIDENTIALITY AND PRIVACY

23.1 The Tender, once submitted to the City, becomes the property of the City, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. The Tender, upon submission to the City, will be received and held in confidence by the City unless and to the extent that it is or must be

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PART B - INSTRUCTIONS TO TENDERERS

disclosed pursuant to Information and Privacy Legislation or the award and evaluation process adopted by the City for this Invitation to Tender.

24.0 RELEASE OF INFORMATION RESTRICTED

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

25.0 ENQUIRIES

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

26.0 METRIC MEASUREMENTS AND COORDINATION

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Where "hard conversion" Products have been specified and are available they shall be supplied.
- 26.5 Care is required to be executed to ensure coordination of imperial and metric Products and in dimensioning and in this regard, the Contractor will be entirely responsible for metric coordination of its Work.
- 26.6 The Contractor will ensure that all persons employed on its Work know the metric system of measurement, and that they use metric references and measuring devices.

27.0 WORK AREAS

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

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28.0 LABOUR AND EQUIPMENT RATES

- 28.1 Tenderers are to complete Schedule "E" to the Form of Tender - Schedule of Labour Rates/ Schedule of Construction Equipment Rates setting out the all-inclusive hourly rates for all applicable types of equipment as well as the hourly rates for all applicable categories of labour including allowances for taxes (excluding only HST), assessments, benefits, small tools, overhead and profit, which rates will then apply pursuant to the General Conditions.

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Tender of:		
	(Insert Legal Name of Person, Firm, or Company) (the "Tenderer")	
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:		
HST Registration Number		
Dun & Bradstreet Number (if available)	WorkSafeBC Account Number	
City of Vancouver Business License Number	Incorporation Date	
<i>(If your office is located in Vancouver)</i>		

For the following Work:

The Work for the Urban Search and Rescue Warehouse - General Contractor Requirements, as described in the Tender Documents, will include the provision of General Contractor services for the project, as well as the balance of the subtrades required to complete the work. This package will provide concrete foundation, site services, the fit-out of the washroom annex, alterations to the adjacent training building and related siteworks.

Name of Tenderer

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Initials of Signing Officer

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a) Requirements

The scope shall include, but will not be limited to the following:

- a) General Contractor Requirements and site supervision of the project and coordination with the designated pre-fabricated building supplier with regards to scheduling of the Work, erection and installation, coordination of trades work, site logistics and resolution of detailing issues;
- b) Site preparation, excavation and construction of concrete foundations for the pre-fabricated building. Coordination for placement of inserts and embedments;
- c) Alterations to existing buried site services. Provision of new services to building (water, sewer, power, gas, communications);
- d) Supply and installation of mechanical and electrical services, distribution and fixtures within the warehouse building (sprinklers, heating, ventilation, lighting, power, communications, security, fire alarm);
- e) Construction of interior walls, finishes and fixtures for the washroom annex;
- f) Alterations to existing training building including new sprinklers, cutting penetrations for doors and services work (power, fire alarm);
- g) Alterations to surrounding roads, curbs and siteworks;
- h) Signage and graphics, including any graphics placed on warehouse building. Coordination with metal building supplier for method of application and fixing; and
- i) System demonstrations, fire alarm verifications and final submittals, all as more particularly set out in Specification Section 01 11 00, Part 1.3.4.

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

To be Initialled at Tender Opening:

Director, Supply Chain Management or designate

Witness

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER

1.0 TOTAL TENDER PRICE AND SCHEDULE

Having fully examined and considered the Work Site, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, including without limitation the Invitation to Tender, the Instructions to Tenderers, the Form of Tender, the Form of Agreement, the Special Conditions, the Supplementary General Conditions for CCDC2 - 2008, the Appendices, the Specifications and Drawings and the Addenda, Amendments and Questions and Answers issued as supplements to the aforementioned documents (if any), the undersigned hereby offers to complete the Work covered by the Tender Documents and to furnish all plant, tools, equipment, labour, Products, material and supervision necessary to perform and complete the Work for the fixed "Total Tender Price" of:

Contract No. PS10211 - Urban Search and Rescue Warehouse - General Contractor Requirements

Total Tender Price:

\$ _____

in lawful money of Canada, excluding HST

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

- (a) Work will begin within five (5) Working Days subject to approval by the City issuing the Notice to Proceed.
- (a) Substantial performance of the Work by **February 1, 2011**.
- (b) Total Performance of the Work will be achieved by **February 28, 2011**.

The undersigned confirms that the above stated Total Tender Price is in accordance with Part B - Instructions to Tenderers, Section 4.0 Total Tender Price.

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

1.1 Separate Prices or Alternate Prices

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

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

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

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

2.0 NOTICE OF AWARD

The undersigned agrees that this Tender will be irrevocable and open for acceptance by the City for a period of **ninety (90) Working Days** from the day following the Tender Closing Time, even if the Tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts the subject Tender ("**Notice of Award**"), the undersigned will, within **ten (10) Working Days** of the receipt of the Notice of Award, deliver to the City:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Total Tender Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- (b) a detailed Construction Schedule;
- (c) a "clearance letter" indicating that the Tenderer is in WorkSafeBC compliance;
- (d) a Certificate of Project Specific Insurance annexed as Schedule 5 of Part D Form of Agreement and certified copy of the insurance policies required by GC 11.2 of Part F - (Supplementary General Conditions) of this ITT; and
- (e) a valid City of Vancouver business license if the Tenderer's head office is located within the City of Vancouver and/or where the Tenderer is required to perform any work at a site located within the City of Vancouver.

3.0 NOTICE TO PROCEED

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

- (a) sign the Contract (including the Prime Contractor Agreement where no assignment has been effected) and return them to the City within three (3) Working Days after receiving the Contract Documents from the City;
- (b) only after the Contract (including the Prime Contractor Agreement, where applicable) has been signed by all the parties, commence the Work within two (2) Working Days of the receipt of the written Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed.

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER

4.0 CONDITIONS

The undersigned understands and agrees that:

- (a) If the undersigned receives written Notice of Award of this Contract and, contrary to sections 2.0 and 3.0 above of this Form of Tender, the undersigned:
 - (i) fails or refuses to deliver the documents as specified by sections 2.0 and 3.0 of this Form of Tender; or
 - (ii) fails or refuses to commence the work as required by the Notice to Proceed,then such failure or refusal will be deemed to be a refusal to enter into the Contract and the City may, on written notice to the undersigned, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the Bid security shall be forfeited to the City in the amount equal to the lesser of:
 - (i) the face value of the Bid security; and
 - (ii) the amount by which the Total Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest submitted Tender will not necessarily be accepted. The City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.
- (c) The Schedules attached to this Form of Tender form a part hereof.
- (d) Appendix 2, Appendix 3, Appendix 4 and Appendix 5 attached to this Tender form a part of the Form of Tender.

5.0 CONSENT TO ASSIGNMENT OF TENDER AND ASSUMPTION OF SUB-CONTRACT

In order to accommodate the schedule for this Invitation to Tender, the City issued Invitation to Tender No. PS10141 (Supply and Installation of the Urban Search and Rescue Warehouse) and has awarded a contract pursuant to this tender (the "**Supply and Installation Contract**").

The City has reserved the right to assign the Supply and Installation Contract to the successful Tenderer of this Invitation to Tender. Accordingly, the Tenderer agrees:

- (a) the City may assign the Supply and Installation Contract to the successful Tenderer and the successful Tenderer will accept such assignment without condition;
- (b) the successful Tenderer will be legally bound to the contractor for the Supply and Installation Contract in the same manner and to the same extent as if the successful Tenderer as a general contractor issued Invitation to Tender No. PS10141 (Supply and Installation of the Urban Search and Rescue Warehouse) and awarded the Supply and Installation Contract to a prospective sub-contractor; and

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URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER

- (c) upon notice by the City, such assignment will be effective automatically and without execution of any further agreements with the City.

For certainty, this Section 5.0 survives any acceptance of this Tender by the City and continues to benefit and bind the parties as an integral part of the resulting Contract formed by any such acceptance.

6.0 AMENDMENTS/QUESTIONS & ANSWERS

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

Amendment No. _____

Questions & Answers No. _____

The undersigned agree that they thoroughly understand the terms and conditions contained therein.

7.0 CERTIFICATION

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

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
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PART C - FORM OF TENDER

8.0 LABOUR

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

SIGNED and SEALED this _____ day of _____, 2010 by the duly authorized officers of the Tenderer:

Tenderer's Legal Name or Registered Corporate Name and Address as shown on first page of this Tender Form:

By: _____ (Seal)

By: _____

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

(Address)

(Name and Signature)

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE A

SCHEDULE A

SCHEDULE OF QUANTITIES AND PRICES

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

The Tenderer submits the following lump sums and/or unit prices for the items listed below. The lump sums and unit prices include the supply and installation of all labour, materials and services, together with the Tenderer's overhead and profit and all fees in respect of the Work, but do not include HST. HST will be shown separately. The Tenderer is required to verify the extent of the Work in accordance with the Tender Documents.

The quantities mentioned in the lists below are estimates only and will be adjusted by the Contractor and Owner as applicable and pursuant to the Contract. The Total Tender Price will be adjusted based on the actual volumes of materials using the unit prices set out in this Schedule A.

Item No.	Description	Costs
1	Mobilization	\$
2	Excavation and Site Preparation	\$
3	Concrete including Formwork	\$
4	Miscellaneous Metal Fabrications	\$
5	Carpentry and Millwork	\$
6	Metal Doors, Frames and Hardware	\$
7	Steel Stud and Drywall	\$
8	Interior Finishes and Painting	\$
9	Mechanical including Sprinklers	\$
10	Electrical	\$
11	Paving and Exterior Works	\$
12	Site Utilities	\$
13	Site Supervision	\$
14	Other	\$

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URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE A

Sub-Total of Items 1-14	\$
HST	\$
Total Tender Price (including HST)	\$

Transfer Total Tender Price (excluding HST) to page FT - 3, Section 1.0.

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

These unit prices will be used for changing quantities from those indicated in the Contract Documents, upon written instruction from the City. The Unit process will be applied in accordance with PART 6 CHANGES IN THE WORK of General Conditions. Include all labour, materials, overhead and profit, and other incidental expenses to cover finished work in prices quoted except for HST. Do not proceed with such work until approval is obtained from the City's Project Manager.

Item No.	Description	Unit of Measurement	Unit Price (Excluding HST)
1			\$
2			\$
3			\$
4			\$
5			\$

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE B**

SCHEDULE B

SUBCONTRACTORS and SUPPLIERS

1.0 Subcontractors

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

The Tenderer will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the "Subcontractors").

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

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

Tenderers are to provide the following information about the Subcontractors:

- (a) The work to be performed by Subcontractors.
- (b) Description of prior relevant project.
- (c) Location of prior relevant project.
- (d) Contract value.
- (e) Start and completion date.
- (f) Completed on schedule?
- (g) Name of General Contractor.
- (h) Name and telephone number of project reference.
- (i) Describe how the Tenderer's operation is structured with respect to Subcontractors.
- (j) Describe insurance held by Subcontractors.

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

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE B

1.0 SUBCONTRACTORS

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

Type Of Work	Subcontractor	Contact Information and Address
Excavation		
Concrete Rebar Form and Placement		
Miscellaneous Metal		
Millwork		
Flooring		
Painting		
Doors, Frames and Hardware		
Ceramic Tile		
Painting		
Electrical		
Paving		
Site Utilities		
Other (List as required)		

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE B

2.0 Suppliers

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

SUPPLIER	MANUFACTURER	ADDRESS	ITEM

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE C

SCHEDULE C

METHODOLOGY

GENERAL METHODOLOGY

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

PLEASE NOTE: THE TENDERER'S PROPOSED METHODOLOGY SHALL BE SOLELY PROVIDED FOR THE BENEFIT OF THE CITY IN EVALUATING THE CONTRACTOR'S UNDERSTANDING OF THE WORK AND SITE CONSTRAINTS (AS IDENTIFIED IN SECTION 17.0 - SCHEDULING, COORDINATION AND COMPLETION OF THE INSTRUCTION TO TENDERERS). THE CONTRACTOR AGREES THAT THE METHODOLOGY SHALL NOT FORM A PART OF THE CONTRACT DOCUMENTS AND SHALL NOT BE USED TO INTERPRET THE CONTRACT DOCUMENTS, AND IS NEITHER APPROVED NOR REJECTED BY THE OWNER IN AWARDING THE CONTRACT TO THE CONTRACTOR AND FOR CERTAINTY WILL NOT BECOME PART OF THE SPECIFICATION OR REQUIREMENTS OF THE CONTRACT.

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

Additional pages may be attached to this page. Each such additional page should be clearly marked "CONTRACT No. PS10211, FORM OF TENDER - SCHEDULE C", and should be signed by the Tenderer.

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE D

SCHEDULE D

SCHEDULE OF LABOUR RATES/ SCHEDULE OF CONSTRUCTION EQUIPMENT RATES

TABLE 1 - SCHEDULE OF LABOUR RATES

JOB CLASSIFICATION	REGULAR RATE	OVERTIME RATE
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

No.	EQUIPMENT DESCRIPTION	HOURLY RATE	No. OF HOURS	OVERHEAD AND PROFIT	TOTAL PRICE
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$

Tenderers are to complete Schedule "D" to the Form of Tender - Schedule of Labour Rates/ Schedule of Construction Equipment Rates setting out the all-inclusive hourly rates for all applicable types of equipment as well as the hourly rates for all applicable categories of labour (excluding only HST), assessments, benefits, small tools, overhead and profit, which rates will then apply pursuant to the General Conditions.

Name of Tenderer

FT - 14

Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE E

SCHEDULE E

TENDERER'S EXPERIENCE WITH RELATED WORK

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

Description of Project: _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Name of Tenderer

FT - 15

Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE E

TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project: _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Name of Tenderer

FT - 16

Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE E

TENDERER'S EXPERIENCE WITH RELATED WORK

Description of Project: _____

Location of Project: _____

Contract Value (Canadian Funds): \$ _____

Start and Completion Dates: _____

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

Name of Contract Owner: _____

Name of Project Reference: _____

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Name of Tenderer

FT - 17

Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE F

SCHEDULE F
CONSENT OF SURETY

PROJECT

Should it be required, we the undersigned Surety Company do hereby consent and agree to become bound as sureties in an approved Contract Performance Bond and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the awarded Total Tender Price for the fulfillment of the CONTRACT and for the performance of the Work as described herein, which may be awarded to _____ at the Total Tender Price set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to be filed with the City of Vancouver within ten (10) Working Days of receipt of Notice of Award of the CONTRACT.

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

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

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE G

SCHEDULE G

TENDERER'S PROPOSED VARIATIONS

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

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule. Each such additional page and/or separate document should be clearly marked "**CONTRACT No. PS10211, FORM OF TENDER - SCHEDULE G**", and should be signed by the Tenderer.

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE H**

SCHEDULE H

PRELIMINARY SITE SPECIFIC SAFETY AND HEALTH PLAN

Tenderers are to describe in this Schedule their Preliminary Site Specific Safety and Health plan, articulating how the requirements and constraints described in the Contract will be met or exceeded.

Name of Tenderer

FT - 20

Initials of Signing Officer

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE I

SCHEDULE I

CERTIFICATE OF INSURANCE

To: City of Vancouver

Re: **ITT PS10211 Urban Search and Rescue Warehouse - General Contractor Requirements**

Dear Sirs:

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

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

BY:

TITLE: _____

FULL	CORPORATE	NAME	OF
INSURER: _____			

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART C - FORM OF TENDER - SCHEDULE J



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

Including the following extensions:

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



INVITATION TO TENDER (“ITT”) NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR
REQUIREMENTS

FORM OF AGREEMENT

between

and

CITY OF VANCOUVER

_____, 201__

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT

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FORM OF AGREEMENT

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

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

(the "**Owner**")

OF THE FIRST PART

AND:

[INSERT NAME OF CONTRACTOR]
[insert address]

(the "**Contractor**")

OF THE SECOND PART

BACKGROUND

- A. By way of an Invitation to Tender for the Urban Search and Rescue Warehouse -General Contractor Requirements, the Owner requested Tenders from General Contractors to perform the Work.
- B. In response to the Invitation to Tender, the Contractor submitted a Tender dated **[insert date]**.
- C. After evaluating the Tenders and obtaining approval of award of this Contract by the City of Vancouver, the Owner issued a Notice of Award to the Contractor thereby creating this Contract with the Contractor for the Work based on the Contractor's Tender.

THE OWNER AND THE CONTRACTOR NOW AGREE AS FOLLOWS:

ARTICLE A-1 THE WORK

1.1 The Contractor shall:

- (a) perform the Work required by the Contract Documents (as defined in Article A-3 of this Agreement) for the Urban Search and Rescue Warehouse - General Contractor Requirements for which the Contract Documents have been signed by the Owner and Contractor and for which Al Hepburn of the Colborne Architectural Group Pacific. is acting as, and is the Consultant;
- (b) do and fulfill everything indicated by the Contract Documents; and

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT

- (c) commence the Work within five (5) Working Days subject to approval by the City issuing the Notice to Proceed and subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Substantial performance of the Project, as certified by the Consultant, by the **1st** day of **February, 2011**, in accordance with the Construction Schedule, included as Schedule 3 of this Agreement.

1.2 For the purposes of this Agreement:

- (a) the City's project manager ("the City's Project Manager") is Paul Fazekas;
- (b) the Consultant's project manager ("the Consultant's Project Manager"), from Colborne Architectural Group, is Al Hepburn;
- (c) the Contractor's project manager ("the Contractor's Project Manager") is _____

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the Tender Documents that are not expressly listed in Article A-3 of this Agreement.

- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:
- (a) this Agreement (including the Schedules listed in Article A-8), when executed by the Owner and the Contractor;
 - (b) Definitions and General Conditions of the Stipulated Price Contract (CCDC 2 - 2008, not attached but incorporated by reference);
 - (c) Supplementary General Conditions;
 - (d) Special Conditions;
 - (e) the Instructions to Tenderers (not attached but incorporated by reference);
 - (f) Amendments, Addenda, Questions and answers issued by the Owner during the ITT process listed (but not attached) in Schedule 6 of this Agreement;
 - (g) Owner's Site Construction Rules;
 - (h) Specifications;
 - (i) Drawings; and
 - (j) the Contractor's Tender.

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT

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

ARTICLE A-4 CONTRACT PRICE

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

ARTICLE A-5 PAYMENT

- 5.1 Subject to GC5.2 - *Applications for Progress Payment*, the Owner will pay the Contract Price to the Contractor together with HST and will deduct and then make payment of the *Lien Act* holdback amount and certified deficiency holdback amounts together with such HST which may be applicable to those payments, all in accordance with the Contract Documents.
- 5.2 The payment for any Work under this Contract made to the Contractor by the Owner will not be construed as an acknowledgement that the Work is in accordance with the Contract Documents.
- 5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents or in an award by arbitration or court, interest at the Prime Rate plus two percent per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The Prime Rate will be the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties or between them and the Consultant will be in writing and sent to the following addresses and will be deemed to be received by the recipient:
- (a) on the date of delivery, if delivered by hand to the individual, a member of the firm or to an officer of the corporation for whom they are intended; or
 - (b) on the day following transmission, if sent by facsimile (and confirmed by documentation of successful fax transmission) or e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
 - (c) five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption.
 - (i) to the Owner at:

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT

City of Vancouver

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

Attention: Paul Fazekas
Project Manager

(ii) to the Contractor at:

Attention: _____

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

ARTICLE A-7 LAW OF CONTRACT

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

ARTICLE A-8 SCHEDULES

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

Schedule 1 -	Schedule of Prices
Schedule 2 -	List of Subcontractors and Suppliers
Schedule 3 -	Construction Schedule
Schedule 4 -	Performance and Labour and Material Payment Bonds
Schedule 5 -	Insurance Certificate
Schedule 6 -	Addenda Index
Schedule 7 -	List of Drawings and Specifications
Schedule 8 -	Prime Contractor Agreement

ARTICLE A-9 SUCCESSORS AND ASSIGNS

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

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT

ARTICLE A-10 TIME OF THE ESSENCE

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

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

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

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

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 1**

SCHEDULE 1 - SCHEDULE OF PRICES

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

Breakdown of Contract Price

Item No.	Description	Costs
1	Mobilization	\$
2	Excavation and Site Preparation	\$
3	Concrete including Formwork	\$
4	Miscellaneous Metal Fabrications	\$
5	Carpentry and Millwork	\$
6	Metal Doors, Frames and Hardware	\$
7	Steel Stud and Drywall	\$
8	Interior Finishes and Painting	\$
9	Mechanical including Sprinklers	\$
10	Electrical	\$
11	Paving and Exterior Works	\$
12	Site Utilities	\$
13	Site Supervision	\$
14	Other	\$

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 1

Table of Separate Prices for Additional Work

Item No.	Description	Unit of Measurement	Unit Price (Excluding HST)
1			\$
2			\$
3			\$
4			\$
5			\$

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 2**

SCHEDULE 2 LIST OF SUBCONTRACTORS AND SUPPLIERS

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

Subcontractor	Address	Division/Section Of Work

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

Supplier	Manufacturer	Address	Item

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 3**

SCHEDULE 3 CONSTRUCTION SCHEDULE

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

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 4

SCHEDULE 4 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(see attached)

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 5



CERTIFICATE OF INSURANCE
Project Specific Insurance

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

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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF PROJECT/CONTRACT: _____

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

INSURER: _____
TYPE OF COVERAGE: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____

INSURED VALUES: (Full Replacement Cost value of Project)
Limit: \$ _____
Deductible Per Loss: \$ _____

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

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

Check Additional Extensions where applicable and included:

- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support of property
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 24 months Completed Operations
- ☐ 36 months Completed Operations

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: From _____ To _____

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

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

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

INSURER: _____
POLICY NUMBER: _____
POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:
Combined Single Limit: \$ _____
If vehicles are insured by ICBC, complete and provide Form APV-47.

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

7. **POLICY PROVISIONS:**

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated: _____

**INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 6**

SCHEDULE 6 ADDENDA INDEX

(see attached)

INVITATION TO TENDER NO. PS10211
URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL CONTRACTOR REQUIREMENTS
PART D - FORM OF AGREEMENT - SCHEDULE 7

SCHEDULE 7 LIST OF DRAWINGS AND SPECIFICATIONS

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

Division 01 - GENERAL REQUIREMENTS

Section 01 11 00 - Summary of Work.....	5
Section 01 29 83 - Testing Laboratory Services.....	2
Section 01 33 00 - Submittal Procedures	4
Section 01 35 30 - Health and Safety Requirements.....	4
Section 01 35 43 - Environmental Procedures	2
Section 01 45 00 - Quality Control.....	4
Section 01 51 00 - Temporary Utilities.....	3
Section 01 52 00 - Construction Facilities	3
Section 01 56 00 - Temporary Barriers and Enclosures.....	2
Section 01 61 00 - Common Product Requirements.....	5
Section 01 71 00 - Examination and Preparation.....	3
Section 01 73 03 - Execution Requirements.....	3
Section 01 74 11 - Cleaning.....	3
Section 01 74 19 - Construction/Demolition Waste Management	4
Section 01 77 00 - Closeout Procedures	2
Section 01 78 00 - Closeout Submittals	6
Section 01 79 00 - Demonstration and Training	2
Section 01 91 13 - General Commissioning (Cx) Requirements	9

Division 02 - EXISTING CONDITIONS

Section 02 41 19 - Selective Demolition	5
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Division 03 - CONCRETE

Section 03 30 00 - Cast-In-Place Concrete	15
Section 03 35 00 - Concrete Finishing	4

Division 04 - MASONRY - NOT USED

Division 05 - METALS

Section 05 12 00 - Structural Steel <i>[issued for reference only]</i>	7
Section 05 50 00 - Metal Fabrications	5

Division 06 - WOOD and PLASTICS

Section 06 10 11 - Rough Carpentry	4
Section 06 40 00 - Architectural Woodwork	5

Division 07 - THERMAL and MOISTURE PROTECTION

Section 07 21 13 - Board Insulation	2
Section 07 21 16 - Blanket Insulation	2
Section 07 26 00 - Vapour Retarders	3
Section 07 84 00 - Firestopping and Smoke Seals	3
Section 07 92 10 - Joint Sealing	5

Division 08 - OPENINGS

Section 08 11 14 - Metal Doors and Frames	4
Section 08 36 12 - Sectional Metal Doors	5
Section 08 71 10 - Door Hardware	7
Section 08 80 50 - Glazing	3

Division 09 - FINISHES

Section 09 21 16 - Gypsum Board Assemblies	4
Section 09 22 16 - Non-Structural Metal Framing	4
Section 09 30 13 - Ceramic Tile	3
Section 09 65 16 - Resilient Base	3
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Division 10 - SPECIALTIES

Section 10 14 10 - Signage	2
Section 10 21 14 - Metal Toilet Compartments.....	3
Section 10 28 10 - Toilet and Bath Accessories.....	4

Division 11 to 12 - NOT USED

Division 13 - SPECIAL CONSTRUCTION

Section 13 34 23 - Prefabricated Buildings <i>[issued for reference only]</i>	10
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Division 14 to 20 - NOT USED

Division 21 - FIRE SUPPRESSION

Section 21 05 06 - Common Work Results for Fire Suppression	7
Section 21 05 53 - Identification of Fire Suppression Piping and Equipment	1
Section 21 05 95 - Testing, Adjusting and Balancing for Fire Suppression	1
Section 21 08 00 - Commissioning of Fire Suppression	1
Section 21 13 00 - Fire Suppression Sprinkler Systems	10
Section 21 25 00 - Fire Extinguishers.....	1

Division 22 - PLUMBING

Section 22 05 00 - Common Work Results for Plumbing.....	7
Section 22 05 20 - Thermometers and Pressure Gauges for Plumbing	3
Section 22 05 29 - Hangers and Supports for Plumbing Piping and Equipment	4
Section 22 05 49 - Seismic Restraint Systems for Plumbing Piping and Equipment	1
Section 22 05 53 - Identification for Plumbing Piping & Equipment	1
Section 22 05 93 - Testing, Adjusting and Balancing for Plumbing	1
Section 22 07 19 - Plumbing Piping Insulation	8
Section 22 08 00 - Commissioning of Plumbing	1
Section 22 11 00 - Facility Water Distribution and Equipment.....	14
Section 22 13 00 - Facility Sanitary Sewerage and Storm Drainage Systems.....	3
Section 22 13 06 - Facility Oil Sewerage.....	3
Section 22 16 00 - Facility Natural Gas Piping	5

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Section 22 40 00 - Plumbing Fixtures and Trim.....	3
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Division 23 - HEATING, VENTILATING and AIR CONDITIONING (HVAC)

Section 23 05 00 - Common Work Results for HVAC	17
Section 23 05 13 - Common Motor Requirements for HVAC Equipment	4
Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.....	4
Section 23 05 48 - Vibration Isolation for HVAC Piping and Equipment.....	5
Section 23 05 49 - Seismic Restrain Systems for HVAC Piping and Equipment	3
Section 23 05 53 - Identification for HVAC Piping and Equipment	3
Section 23 05 93 - Testing, Adjusting and Balancing for HVAC	7
Section 23 07 13 - Duct Insulation	5
Section 23 08 00 - Commissioning of HVAC Systems	2
Section 23 31 00 - HVAC Ducts and Casings	5
Section 23 33 00 - Air Duct Accessories.....	8
Section 23 34 00 - HVAC Fans	4
Section 23 37 00 - Air Outlets and Inlets	2
Section 23 72 00 - Air-to-Air Energy Recovery Equipment	3
Section 23 82 00 - Convection Heating Units	2

Division 24 to 25 - NOT USED

Division 26 - ELECTRICAL - REFER TO ELECTRICAL SPECIFICATIONS ON DRAWINGS

Division 27 - COMMUNICATIONS - REFER TO ELECTRICAL SPECIFICATIONS ON DRAWINGS

Division 28 - ELECTRICAL SAFETY and SECURITY - REFER TO ELECTRICAL SPECIFICATIONS ON DRAWINGS

Division 29 to 30 - NOT USED

Division 31 - EARTHWORK

Section 31 23 10 - Excavating, Trenching and Backfilling	9
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Division 32 - EXTERIOR IMPROVEMENTS

Section 32 11 19 - Granular Sub-Base	3
Section 32 11 23 Aggregate Courses	3
Section 32 12 16 Hot-Mix Asphalt Concrete Paving.....	13

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Section 32 13 13 Concrete Paving.....10

Division 33 - UTILITIES

Section 33 05 14 Manholes and Catch Basin Structures..... 2

Section 33 11 17 Site Water Utility Distribution 3

Section 33 13 15 Concrete Walks, Curbs and Gutters..... 1

Section 33 31 13 Public Utility Sewerage Piping..... 2

Section 33 44 00 Storm Utility Drains 2

Division 34 to 49 - NOT USED

APPENDIX A - Geotechnical Investigation Report - March 2010

APPENDIX B - Existing Confined Space Rescue Training Building - Reference Drawings

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LIST of DRAWINGS

Discipline:	Drawing Number:	Title:
Architectural	A000	COVER SHEET
Architectural	A001	GENERAL NOTES / ASSEMBLIES / SCHEDULES
Architectural	A100	OVERALL SITE PLAN
Architectural	A200	SITE / ROOF PLAN; SCOPE OF WORK
Architectural	A201	MAIN FLOOR PLAN
Architectural	A202	UPPER FLOOR PLAN
Architectural	A203	ANNEX FLOOR PLAN/RCP/DETAILS
Architectural	A204	REFLECTED CEILING PLAN
Architectural	A300	ELEVATIONS
Architectural	A400	CROSS SECTIONS
Architectural	A500	WALL SECTIONS
Architectural	A501	WALL SECTIONS
Architectural	A502	DETAILS
Architectural	A600	STAIR DETAILS <i>[ISSUED FOR REFERENCE ONLY]</i>
Structural	S1	GENERAL NOTES
Structural	S2	FOUNDATION PLAN
Structural	S3	ROOF PLAN
Structural	S4	STAIRS
Structural	S5	STAIRS - SECTIONS AND DETAILS
Mechanical	M-01	SITE PLAN AND LEGEND
Mechanical	M-02	FLOOR PLAN - PLUMBING
Mechanical	M-03	FIRE PROTECTION
Mechanical	M-04	FLOOR PLAN - HVAC
Mechanical	M-05	SCHEDULES & DETAILS
Electrical	E001	SPECIFICATION

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Electrical	E002	SPECIFICATION (CONT'D), SCHEDULES
Electrical	E100	SITE PLAN, LEGEND, ELEC. DETAILS & PARTIAL SINGLE LINE DIAGRAM
Electrical	E201a	MAIN FLOOR PLAN - LIGHTING
Electrical	E201b	MAIN FLOOR PLAN - POWER & LOW TENSION
Electrical	E202	UPPER FLOOR PLAN - LIGHTING, POWER & LOW TENSION
Civil	2606SS01	SITE SERVICING

SCHEDULE 8 PRIME CONTRACTOR AGREEMENT

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 at **1330 Chess Street, Vancouver**
- (d) **"Prime Contractor"** means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- (e) **"Project"** means **Urban Search and Rescue Warehouse - General Contractor Requirements at 1330 Chess Street, Vancouver**, 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) **"WCB"** means the Worker's Compensation Board of British Columbia (now known as WorkSafeBC);
- (h) **"WCB Legislation"** means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- (i) **"WorkSafeBC"** means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

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- 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 WCB during the course of the Project.

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

- Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
- Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
- Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
- 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 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.

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- 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.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.
- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

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3.0 DESIGNATION AS PRIME CONTRACTOR

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

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorkSafeBC requirements, the OH&S Regulation and Part III of the WCA.

Any violation of a requirement of WCB Legislation by the Prime Contractor may be considered a breach of the Contractor's Contract with the Owner resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.

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

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1.0 HOURS OF WORK

- 1.1 The Vancouver Noise By-Law allows construction between the hours of 7:00 a.m. to 8:00 p.m., Monday to Saturday, and 10:00 a.m. to 8:00 p.m. on Sundays and holidays. No work shall be done outside these hours except as approved by the Consultant. A request for a Noise By-Law exemption to work outside the specified hours must be made in writing to the Mayor's Office a minimum of two weeks prior to the work being done.
- 1.2 Notwithstanding GC35, the Owner's forces work between the hours of 7:30 a.m. and 3:30 p.m. Mondays to Fridays, except statutory holidays. Work will not be performed by Owner forces or Owner inspectors outside these hours except by special arrangement agreed to by the Consultant or in case of an emergency. There may be a special arrangement for extremely noisy construction operations to be limited to the hours of between 17:00 hours and 07:00 hours weekdays and at all hours on Weekends. This special arrangement is to be agreed by the Owner at least forty eight (48) hours in advance of the Work being performed. Work performed in the absence of a required inspection is not permitted.

2.0 WORK WITH CONSULTANT

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

3.0 TRUCK SAFETY

- 3.1 All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with the Motor Vehicle Regulations.
- 3.2 Access to the Site is limited to through the VFRS Training Centre main gate unless directed otherwise by City's Project Manager and/or VFRS personnel. Once on VFRS Training Centre property travel is limited to directly to and from Work Site using routes directed by the City's Project Manager and/or VFRS personnel. Access is subject to traffic and security regulations established by the City's Project Manager
- 3.3 All truck operators must comply with Vancouver By-laws regulating truck use, including truck route, engine brake noise, and weight and load securement provisions. There will be zero tolerance on overloading trucks and untarped loads.

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

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

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4.0 UNIT PRICES / PROVISIONAL ITEMS

4.1 Quantity Variations - No Unit Price Adjustments

The Unit Prices set out in the Schedule of Quantities and Prices are firm and fixed, and shall not be subject to adjustment as a result of any difference between the estimated quantities shown in such schedules and the corresponding actual quantities. Despite any term to the contrary in the Contract Documents, the compensation provisions set out in GC5.3 - Basis of Payment and GC6 - CHANGES, shall apply equally to both additions to and deletions from the scope of the Work.

5.0 SUBMITTALS

The Contractor shall:

- (a) Make submittals in accordance with the Technical Specifications refer to Section 01 33 00 - Submittal Procedures.
- (b) Submit shop drawings stamped and signed by signature and qualified professional Engineer registered or licensed in British Columbia, Canada for fabricator designed assemblies, components and connections. Stipulation to this effect may appear on submitted drawings.
- (c) Indicate plans and grid lines, structural members and connection details, bearing and anchorage details, roof cladding, wall cladding, framed openings, accessories, schedule of materials and finishes, camber and loadings, fasteners and welds.
- (d) Indicate detailed description of flashings, relationship to adjacent structures, mechanical, electrical and other systems to be incorporated into the Work.
- (e) Describe requirements of other systems of components related to this Work but provided by others.
- (f) Obtain necessary information required to detail this Work including methods of integration and securing.
- (g) Submit erection drawings to Owner's Representative for approval, before construction.
- (h) Indicate erection dimensions and methods.

6.0 PROTECTION OF CITY FROM ENVIRONMENTAL LIABILITY FOR CONTAMINATED MATERIALS

- 6.1 The Owner will undertake testing, sampling and records-keeping in respect of all applicable Environmental Law for the materials excavated by the Contractor, in accordance with the Contract Documents. Excavated materials will require characterization prior to disposal by the Contractor.
- 6.2 All contaminated materials are to be disposed of at the Vancouver Landfill, located at 5400 72nd Street, Delta, British Columbia, unless otherwise arranged by the Owner. For certainty, the Contractor will not be required to pay the Vancouver Landfill tipping fee; such fee will be paid by the Owner.
- 6.3 If the Vancouver Landfill refuses to accept any of the contaminated materials from the Site, the Contractor shall dispose of such soils in accordance with Environmental Law, and provide to the Consultant, prior to any disposal of contaminated materials:

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- (a) copies of applicable Site disposal permit, along with a letter of consent signed by the Contractor authorizing the Owner to make all relevant enquiries of the applicable issuer of such permits as to their validity, authenticity, and current status, and the Contractor's compliance with same;
 - (b) a copy of all relevant bonds, insurance certificates, and procedures which the Contractor utilizes for ensuring that its customers are fully protected from liability for claims that contaminated materials deposited on a disposal Site originated from the customer's Site; and
 - (c) copies of relevant documents from applicable federal, provincial and municipal authorities with respect to authorization or permits for disposal of contaminated materials at a particular disposal Site.
- 6.4 Unless a separate unit rate is provided in Schedule A, the Owner shall pay the Contractor its commercially reasonable additional costs (without any markup for overhead, profit or otherwise) for disposing of the contaminated materials at another disposal Site (instead of the Vancouver Landfill Site).
- 6.5 The Contractor shall keep a complete record of all contaminated materials removed from the Site and the location of disposal, including dates when such work was completed.

7.0 SUPPLY AND INSTALLATION RISK

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

8.0 STAKES, LINES AND LEVELS

- 8.1 The Contractor will give the Consultant at least two (2) Working Days notice before requiring the first survey layout of any levels, lines or stakes on any portion of the Site, and the Contractor will clearly state in such notice the exact locations where the levels, lines or stakes are needed. For clarity, notice by the Contractor or survey by the Consultant does not require the Consultant to permit work to commence at that location.
- 8.2 The Contractor must be satisfied, before commencing any Work, as to the meaning and correctness of all stakes and marks, and the Contractor waives and releases the Owner from all claims for or on account of any alleged inaccuracies, or for alterations subsequently rendered on account of such alleged inaccuracies, unless the Contractor notified the Consultant thereof in writing prior to commencing the Work. The Contractor shall be responsible for the preservation of all stakes and marks in their proper positions, and in case any of them are disturbed, lost or destroyed, the Contractor will be responsible for all costs of replacing the stakes or marks.
- 8.3 As the stakes and marks set will not in all cases represent all the grades, levels, lines and angles, or changes of surface, lines or levels, in the finished Work, the Contractor must be careful to see that they are taken and read correctly in connection with the Drawings, the Specifications and the Consultant's direction. Should the Contractor discover or suspect any errors in the same, the Work will be discontinued until such errors are investigated and rectified; but no claim will be made or allowed on account thereof, or on account of any delay occasioned thereby.

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9.0 NO PARKING SIGNS

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

10.0 PERMITS FOR WORK

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

11.0 PROVISION OF PEDESTRIAN AND VEHICULAR ACCESS

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

- (a) maintaining safe and continuous pedestrian access at all times for pedestrians in the surrounding areas;
- (b) provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic;
- (c) closing only one walkway at a time (no closure of all walkways simultaneously) while maintaining safe and continuous pedestrian access across the closed walkway by providing a safe pedestrian corridor alongside the roadway adjacent to the closed walkway;

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

11.2 At no time will the Contractor be permitted to utilize the Site for the parking of employee or other vehicles, except for those actively and reasonably required for the performance of the Work. Vehicle traffic within the Site must be limited to Work purposes, such as paving, staging and delivery and in full compliance with WCB Legislation (as defined in Schedule 8 - Prime Contractor Agreement to Part D - Form of Agreement).

12.0 COORDINATION WITH OTHER CONTRACTORS

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

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13.0 STANDARDS

11.1 The Structure must be designed and installed in accordance with the following standards:

- (a) City or Vancouver Building Bylaw Number 9419 (2007). Building Occupancy is defined as Group F, Division 2; and
- (b) Other applicable standards as referred to in Appendix 4.

14.0 CONTRACTOR USE OF SITE

14.1 The Contractor is restricted to only those areas required for performance of Work based on general site conditions and on-site directives of City's Project Manager and/or Consultant's Project Manager ("premises"). The Contractor has unrestricted use of the premises until Substantial performance. Within these premises, the Contractor shall:

- (a) Locate stationary noise generating equipment as far away as practical from occupied portions of Site, or where directed by
- (b) Assume full responsibility for protection and safekeeping of products required
- (c) Co-ordinate with City's Project Manager for necessary shutdown of services affecting occupied parts of building and City's adjacent property. Provide seventy two (72) hours notice prior to shutdown and minimize occurrences and durations or shutdowns.
- (d) Build a temporary site office, parking and laydown area, to be located adjacent to the existing building as noted on drawings. Co-ordinate use of premises under direction of the City's Project Manager and/or the Consultant's Project Manager.
- (e) Locate refuse bin near building as directed by Owner's Representative.
- (f) Obtain and pay for use of additional storage or work areas needed for operations.

14.2 The Contractor shall not:

- (a) Restrict, impede or obstruct the City's use of buildings outside the premises or adjacent portions of the premises;
- (b) Use any other part of the City's property unless approved in writing by the City's Project Manager and/or the Consultant's Project Manager;
- (c) Photograph or all any personnel within the premises to photograph the Work or any portions of the premises without the City's Project Manager's prior written approval and instructions
- (d) Release any press or publicity releases without the City's Project Manager's prior written approval and instructions

13.0 Required Documentation

13.1 The following documentation shall be maintained at all times at the Site during construction. Failure to include at least one copy of all of the listed documents will

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delay the City's acceptance of the requirements for the Urban Search and Rescue Warehouse - General Contractor Requirements:

- a) Contract Drawings;
- b) Specifications;
- c) Addenda;
- d) Reviewed Shop Drawings;
- e) List of Outstanding Shop Drawings;
- f) Change Orders;
- g) Other Modifications to Contract;
- h) Field Test Reports;
- i) Copy of Approved Work Schedule;
- j) Health and Safety Plan and Other Safety Related Documents; and
- k) Other documents as specified by the City's Project Manager and/or the Consultant's Project Manager

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THE SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC2-2008

CONTRACT DOCUMENTS ARE MODIFICATIONS OF CCDC 2 -2008

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

AMENDMENTS TO THE FORM OF AGREEMENT (CCDC 2)

Delete Pages 1 to 6 of CCDC 2 consisting of the "Agreement between Owner and Contractor".

AMENDMENTS TO THE DEFINITIONS

The following definitions from CCDC 2 are amended:

Add the following at the end of paragraph 5:

5. Contract

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, except to the extent included in the Contract Documents or expressly incorporated by reference into the Contract by an actual reference to same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

Delete paragraph 8 and replace with the following:

8. Contract Time

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

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Delete paragraph 6 and replace with the following:

6. Contract Documents

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

Add the following at the end of the paragraph 12:

12. Owner

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

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

12A. Owner-Caused Event

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

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

20. Substantial Performance of the Work

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

Delete the definition of Work at paragraph 25 and replace it with the following:

25. Work

Work means the total construction and related services required by the Contract Documents or properly inferable therefrom.

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

27. Applicable Laws

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

28. Applicable Permits

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

29a. Certificate of Completion

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

29b. Construction Schedule

Construction Schedule means the construction schedule described at GC3.5.1.1.

30. Environmental Law

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

31. Excusable Event

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

32. Final Certificate for Payment

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

33. Hazardous Substance

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

34a. Holdback Amount

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

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34b. ITT

ITT means the Invitation to Tenderers for the Work.

35. Lien or Liens

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

36. Lien Act

Lien Act means the *Builders Lien Act* (British Columbia) and any additional successor or replacement legislation which may be passed that is applicable to the Site.

37. Owner's Site Construction Rules

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

38. Schedule of Prices

Schedule of Prices means the Schedule of Prices attached as Schedule 2 to the Agreement.

39. Site

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

40. Site Labour Disturbance

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

41. Total Performance of the Work

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

42. Trade Union Council

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

43. WorkSafeBC Rules

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

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

GC1.1 CONTRACT DOCUMENTS

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

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

- these Supplementary General Conditions
- the Special Conditions
- the Agreement between the Owner and the Contractor
- the Definitions and General Conditions, Form CCDC2 - 2008
- Instructions to Tenderers
- Amendments, Addenda, Questions and answers during ITT Process
- the Contractor's completed Form of Tender including Schedules (except section 5 listing Amendments, Questions & Answers and Addenda)
- Specifications
- Drawings
- Owner's Site Construction Rules

GC1.5 ADVERTISING

GC1.5.1 is added as follows:

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

GC2.2 ROLE OF THE CONSULTANT

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

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

GC2.2.19 is added as follows:

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

GC2.2.20 is added as follows:

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

GC2.3 REVIEW AND INSPECTION OF THE WORK

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

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

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

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

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

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

GC2.3.8 is added as follows:

The Consultant may:

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

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

GC2.3.9 is added as follows:

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

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GC2.3.10 is added as follows:

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

GC2.4 DEFECTIVE WORK

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

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

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

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

GC3.1 CONTROL OF THE WORK

GC3.1.3 is added as follows:

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

GC3.1.4 is added as follows:

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

GC3.1.5 is added as follows:

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

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC3.2.2.3 is deleted in its entirety.

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

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

GC3.2.7 is added as follows:

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

GC3.5 CONSTRUCTION SCHEDULE

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

...prepare and submit to the Owner and the Consultant within ten (10) Working Days of issuance of the Notice of Award (as defined in section 2.0 of the Form of Tender), a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;

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

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

GC3.5.2 is added as follows:

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

GC3.5.3 is added as follows:

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

GC3.5.4 is added as follows:

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

GC3.6 SUPERVISION

GC3.6.3 is added as follows:

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

GC3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

GC3.7.7 is added as follows:

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

GC3.8 LABOUR AND PRODUCTS

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

3.8.1 Union Contractors

(a) *Open Site*

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

(b) *Labour Disruptions*

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

- (i) will only retain Subcontractors for the Work whose employees are either:

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(1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work; or

(2) not so certified; and

require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work or are not so certified; and

(ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Site and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the date of Total Performance of the Work;

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

(c) *Required for Union Contractors*

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

(i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and

(ii) an agreement that there will be no Site Labour Disturbance at or affecting the Site and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

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

3.8.2 The Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.

3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant.

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- 3.8.4 The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The Owner shall have the right, by written notification to the Contractor, to require the removal from the Project of any employee of the Contractor or a Subcontractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory or who breaches the Owner's Site Construction Rules or the terms of this Contract. Any such employee shall be immediately removed from the Site by the Contractor and shall not be employed again on the Project without the prior written approval of the Owner.
- 3.8.5 All Products shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

GC3.9 DOCUMENTS AT THE SITE/DAILY RECORD

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

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

GC3.9.2 is added as follows:

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

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

GC3.10 SHOP DRAWINGS

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

... or as the Consultant may reasonably request.

GC3.10.13 is added as follows:

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

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required to share the Site with the Owner and others, all as described in the Owner's Site Construction Rules and Special Conditions.

GC3.12 CUTTING AND REMEDIAL WORK

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

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

GC4.1 CASH ALLOWANCES

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

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

- (a) cover the net out-of-pocket cost of the Contractor for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other expenses authorized by the Owner and incurred in performing the work stipulated under the cash allowances, and
- (b) will not cover labour or installation, unless (and then only to the extent):
 - (i) specifically stated in the Specifications or Drawings as being included in the cash allowance, or
 - (ii) specifically designated as a separate price in Schedule 2 to the Agreement - Schedule of Prices, and is therefore included as a separate price item,

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

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

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

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

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

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

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

PART 5 PAYMENTS

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

- 5.1.1 The Owner shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor now acknowledges that Owner's financial statements as published pursuant to the Financial Information Act (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the Owner's ability to fulfill its obligations under this Contract.
- 5.1.2 The Owner shall give the Contractor Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.
- 5.1.3 The Owner shall pay to the Contractor for the proper and timely performance and completion of the Work the Contract Price, consisting of:
 - (i) if all or part of the Work is designated as Unit Price Work in the Schedule of Prices, the product of each Unit Price stated in the Schedule of Prices, multiplied by the measured and actual quantity of each corresponding item of Work necessary for the proper performance and completion of the Work;
 - (ii) if all or part of the Work is designated as Lump Sum Work in the Schedule of Prices, the aggregate of Lump Sum Prices stated in the Schedule of Prices;
 - (iii) the aggregate of all Cash Allowances, if any, specified in the Schedule 1 of the Agreement; and
 - (iv) if all or part of the Work is designated as Cost Plus Work, the cost reasonably and necessarily incurred by the Contractor in performing and completing such Work, such cost to be determined in accordance with GC5.1A.3, plus a percentage or fixed fee, as stated in the Schedule of Prices.
- 5.1.4 [Intentionally Deleted.]
- 5.1.5 [Intentionally Deleted.]
- 5.1.6 Subject to the provisions of the Contract Documents and in accordance with the Lien Act in respect of holdbacks, the Owner shall:
 - .1 make progress payments to the Contractor on account of the Contract Price when due, based

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- (i) on the value of the Work completed and Products incorporated into the Work as certified by the Consultant, and
 - (ii) Products delivered to the Site but not yet incorporated into the Work, as agreed to by the Owner,
 - together with applicable HST;
 - .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Contractor is a party, and where 55 calendar days have elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback Amount to the Contractor in respect to the subcontract;
 - .3 upon issuance of the Certificate of Completion (in respect to Substantial Performance of the Work), and where 55 calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback Amount to the Contractor in respect to this Contract;
 - .4 upon issuance of the Final Certificate for Payment (in respect to Total Performance of the Work), and provided no Liens or other liens have arisen in respect to this Contract, pay the balance of the Contract Price to the Contractor.
- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent, calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.
- 5.1.8 If Work is damaged or there is any loss in relation to Work, as a result of which an amount is paid under any policy of insurance provided by the Owner under the Contract, then such amount shall be paid to the Owner and advanced to the Contractor in monthly progress payments as the Contractor performs and completes repair or restoration Work in respect of such loss or damage.

GC5.1A BASIS OF PAYMENT:

5.1A.1 Basis of Payment for Unit Price Work

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

5.1A.2 Basis of Payment for Lump Sum Work

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

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5.1A.3 Basis of Payment for Cost Plus Work

- .1 ***Cost Plus Work:*** Payment for a Change Order or Change Directive to change Lump Sum Work on a cost-plus basis, if any, shall be based on the cost of such Work, as provided in GC5.1A.3.2, plus a percentage fee limited to the percentages stipulated in GC5.1A.4. In no event, however, will any percentage fee, be applied to the cost of Construction Equipment for which rates are provided in the Schedule of Construction Equipment Rates (if applicable), labour for which rates are provided in the Schedule of Labour Rates (if applicable), nor for changes in quantities of units for which Unit rates are provided.
- .2 ***Direct Unavoidable Cost of the Work:*** The cost of any changes in Lump Sum Work under a Change Directive or Change Order on a cost-plus basis, except as otherwise specified in the Contract Documents, shall be at rates prevailing in the locality of the Site and, subject to GC5.1A.5, shall include the following cost elements as applicable to such Work:
 - (i) wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Consultant and the Contractor;
 - (ii) salaries, wages, and benefits of the Contractor's personnel, when stationed at the field office, in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
 - (iii) contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraphs (i) and (ii);
 - (iv) travel and subsistence expenses of the Contractor's personnel described in paragraphs (i) and (ii);
 - (v) the cost of all Products, including the cost of transportation thereof;
 - (vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
 - (vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
 - (viii) deposits lost;
 - (ix) the amounts of all subcontracts;

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- (x) the cost of quality assurance such as independent inspection and testing services;
 - (xi) charges levied by authorities having jurisdiction at the Site;
 - (xii) any adjustment in premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain;
 - (xiii) any adjustment in HST, and expressly excluding taxes on income and capital, for which the Contractor remains liable ;
 - (xiv) charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the Work;
 - (xv) the cost of removal and disposal of waste products and debris; and
 - (xvi) cost incurred due to emergencies affecting the safety of persons or property.
- .3 **Approval Required:** The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for changes to Lump Sum Work under a Change Directive or Change Order on a cost-plus basis.
- .4 **Rejection of Costs:** The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable, unnecessary or the cost was otherwise improperly incurred in the performance of the Work.
- .5 **Records:** The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of changes to Lump Sum Work under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.
- .6 **Access to Records:** The Owner, the Consultant and the Owner Representative shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of changes to Lump Sum Work done under a Change Directive or Change Order on a cost-plus basis, and for this purpose the Contractor shall preserve such records for a period of one year after the date of Substantial Performance of the Work.

5.1A.4 Cost-Plus Basis Percentages

When a change in Lump Sum Work is valued on a cost-plus basis, then:

- (i) the costs of changes involving changes in the estimated quantities of Unit Price Work will be segregated out and then determined solely by the Unit Prices, without mark-up,
- (ii) subject always to (i) above, the costs of changes in labour will be segregated out and determined solely by the labour rates specified in the Schedule of Labour Rates, without mark up,

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- (iii) subject always to (i) above, the costs of changes in Construction Equipment will be segregated out and determined solely by the construction equipment rates specified in the Schedule of Construction Equipment Rates, without mark up, and
- (iv) subject always to (i), (ii) and (iii) above, only the cost of those changes in Lump Sum Work which cannot be valued under (i), (ii) and (iii) above will be valued as follows on a cost-plus basis, and
 - (1) the Contractor will receive five percent (5%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor or Suppliers as a direct result of the Change Order or Change Directive (provided always that the Subcontract contains the same limitations on Change Orders and Change Directives as this Contract),
 - (2) the Contractor will receive combined overhead and profit equal to ten percent (10%) on all costs specified in GC5.1A.3.2 other than those referred to in subparagraph (1) above, as a direct result of the Change Order or Change Directive,
 - (3) the Subcontractor will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs similar in nature to those referred to in subparagraph (2) above incurred by the Subcontractor as a direct result of the Change Order or Change Directive, and
 - .(4) the Supplier will receive no overhead, profit or other markup on account of the Change Order or Change Directive.

5.1A.5 Cost-Plus Maximum under Change Order

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

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

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

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

- 5.2.1 Applications for payment shall be submitted on or before the last day of each calendar month, dated as of the last day of the month, and be in respect to the Work completed prior to the application being signed (the "payment period").

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- 5.2.2 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.3 The Contractor shall submit to the Consultant, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 When making applications for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The Owner has the right to refuse payment for Products delivered to the Site but not incorporated in the Work. The Contractor shall obtain the Owner's written permission prior to invoicing for such Products.
- 5.2.6 Each application for payment shall:
- .1 be in such form and detail as the Consultant shall require and submitted consistently in such form and detail unless otherwise advised by the Consultant;
 - .2 be attached to a statement or statutory declaration sworn by an officer of the Contractor which verifies the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 relate the Work for which payment is claimed to the Construction Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;
 - .4 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
 - .5 attach the documents required under GC10.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules;
 - .6 attach the monthly update contemplated by GC3.5.3; and
 - .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Contractor's estimate of the costs and time to complete or correct such items.

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

GC5.3 PROGRESS PAYMENT

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

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

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

GC5.3.2 is added as follows:

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

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

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

- 5.4.1 When the Contractor considers that Substantial Performance of the Work has been achieved, or if permitted by the Lien Act the Contractor wishes to apply for a Certificate of Completion in respect to a subcontract with a Subcontractor, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner an application for a Certificate of Completion of same (a "Completion Certificate Application") in conformity with GC5.4.4.
- 5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor's list and application:
- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not "completed" (as that term is used in the Lien Act) and give reasons why, or
 - .2 issue a Certificate of Completion in respect to the Work or subcontract stating on the certificate the date of issuance in accordance with the Lien Act and issue a copy of that certificate to each of the Owner and the Contractor.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for

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Total Performance of the Work (which date will be deemed to be the date for same set out in the Construction Schedule if such date is specified).

5.4.4 The Completion Certificate Application referred to in GC5.4.1 shall consist of the following:

- .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;
- .2 all of the certifications and information required on an application for payment as set out in GC5.2.6;
- .3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application including without limitation and by way of example only all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.

5.4.5 Failure to include an incomplete or defective item on Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect to same does not alter the responsibility of the Contractor to complete the Contract.

5.4.6 Subject to the requirements of the Lien Act relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:

- .1 the Consultant shall issue to the Owner and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less:
 - .1 three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,
 - .2 the value of incomplete work as determined by the Consultant, and
 - .3 the amounts of all previous certificates of payment;
- .2 the Owner shall then make payment to the Contractor in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4.

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

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

5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Contractor shall:

- .1 submit an application for payment of the Holdback Amount,
- .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress

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Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;

- .3 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
 - .4 attach the documents required under GC10.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafe BC Rules; and
 - .5 attach copies of a current title search of the Site confirming that no Liens have been registered prior to the time the release of the Holdback Amount is due.
- 5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Consultant will issue a certificate for payment of the Holdback Amount (less any previous releases of the Holdback Amount on account of subcontract Certificates of Completion).
- 5.5.3 The Contractor now acknowledges that the Owner is exempt under the regulations of the Lien Act from the requirement to keep the Holdback Amount in a separate holdback account.
- 5.5.4 The Holdback Amount is due and payable as set out in GC5.1.6.4. The Owner may retain out of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Contractor which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.
- 5.5.5 **[Intentionally Deleted]**

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC5.6.2 is deleted in its entirety.

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

GC5.7 FINAL PAYMENT

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

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- 5.7.1 When the Contractor considers that Total Performance of the Work has been achieved, the Contractor shall submit its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:
- .1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Work is fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;
 - .2 a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 copies of a current title search of the Site confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and
 - .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

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

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

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

GC6.1 OWNER'S RIGHT TO MAKE CHANGES

GC6.1.3 is added as follows:

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

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

GC6.1.4 is added as follows:

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

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

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

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

GC6.3.7 is deleted in its entirety.

GC6.3.8 is deleted in its entirety.

GC6.3.9 is deleted in its entirety.

GC6.3.10 is deleted in its entirety.

SC47 GC6.4 CONCEALED OR UNKNOWN CONDITIONS

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

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

GC6.4.1A is added as follows:

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

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

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

GC6.5 DELAYS

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

6.5.1 Delay Claims Limited

The Contractor shall be entitled to an extension of the Contract Time and/or an adjustment to the Contract Price or other compensation for delay, howsoever caused, if and to the extent only expressly permitted under this GC6.5 or in respect of a change in the Work, in each case as authorized only by a Change Order.

6.5.2 Excusable Event

If the Contractor is delayed in the performance or completion of the Work by an Excusable Event, then, subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Contractor, as being required to accommodate the anticipated impact on the Contract Schedule of the Excusable Event. Any such time extension shall be confirmed by Change Order under GC6.1. The Contractor shall not be entitled to make or enforce any claim against Owner for any change in the Contract Price or other compensation as a result of an Excusable Event.

6.5.3 Owner-Caused Event

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

6.5.4 Claim Conditions

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

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

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

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

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- 6.5.4.4 **Critical Path Impacted:** No extension of time and/or adjustment of the Contract Price or other financial compensation will be granted, unless the Excusable Event or the Owner-Caused Event, as the case may be, has an adverse impact on the critical path established by the Contract Schedule;
- 6.5.4.5 **Concurrent Delays:** If there are concurrent delays and impacts, some of which entitle the Contractor to relief under this GC6.5 and some of which do not, the Contractor is not entitled to relief under this GC6.5, the Contractor shall be entitled to an extension of the Contract Time, and if applicable an adjustment of the Contract Price in respect of a Owner-Caused Event, only to the extent that the delays entitling the Contractor to relief under this GC6.5 exceed those that do not so entitle the Contractor to such relief; and
- 6.5.4.6 **No Cumulative Impact Claims:** Each claim under this GC6.5 based in whole or in part on a particular event must be submitted and will be considered and assessed separately, and the Contractor may not make or enforce any claim under this GC6.5 or otherwise for the cumulative impact on schedule or on cost of two or more such events.
- 6.5.5 **Acceleration/Suspension of the Work**
- (a) **Notice:** The Contractor shall give the Owner notice of any delay in the performance of the Work, howsoever caused, and any event or circumstance that could reasonably be expected to cause such delay. The notice shall be given promptly after the delay, event or circumstance is known to the Contractor. The notice shall be accompanied by details of the Contractor's plan to avoid or mitigate the duration and adverse impact of the delay.
- (b) **Acceleration Order:** If there is a delay, or threatened delay, in the performance of the Work, or if the Owner wishes to accelerate the Work for its convenience, the Consultant, after consultation with the Contractor, may order the Contractor to accelerate the Work, including by way of the provision of additional labour, including overtime work, and Construction Equipment. Each acceleration order must be in writing and signed by the Consultant. The Contractor shall comply promptly with any order given under this GC6.5.5(b).
- (c) **Cost Allocation:** If the delay, or threatened delay, in respect of which an order is made under GC6.5.5(b) does not entitle the Contractor to an extension of the Contract Time under GC6.4, including any delay or threatened delay caused by the Contractor, or any Subcontractor, Supplier or other person for whose acts and omissions the Contractor is responsible under the Contract, then all costs incurred by the Contractor in complying with the order will be for the Contractor's account. If the delay, or threatened delay, would entitle the Contractor to an extension of the Contract Time under GC6.4, then the Consultant, in lieu of granting such extension in whole or in part, shall issue a Change Directive and/or a Change Order under GC6.1, and the Contract Price will be adjusted accordingly.
- (d) **Owner's Right to Suspend the Work:** The Owner, at any time and from time to time, may suspend the performance of the Work, in whole or in part, for a period not exceeding 90 days as to any one suspension, by notice to the Contractor. The Contractor shall comply promptly with any notice given under this GC6.5.5, and shall resume full performance of the Work promptly on notice from Owner to do so. Owner shall pay to the Contractor the documented costs reasonably incurred by it as a consequence of the suspension, such cost to include the incremental costs of demobilization and remobilization, Construction Equipment rental or standby charges,

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Materials storage, bonding and insurance costs, overhead and similar costs payable by the Contractor to Subcontractors, but excluding any allowance for profit or loss of profit, all such costs to be certified by the Consultant and confirmed by Change Order. The Contractor shall use all commercially reasonable efforts to avoid or minimize such costs, including following any reasonable written directions given by Owner for that purpose.

6.5.6 Protect Work During the Delay

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

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

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

GC7.1.7 is added as follows:

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

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

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

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

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

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

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

GC7.2.3.1 is deleted in its entirety.

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

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

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

corrected within 14 Working Days

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

GC8.2.9 is added as follows:

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

GC9.1 PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

GC9.1.5 is added as follows:

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

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

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

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

- .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and

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- .2 provide the Consultant and the Contractor with a written list of any such Hazardous Substances that the Owner knows to exist on, and their locations within, the Place of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC9.2.10 is added as follows:

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

GC 9.3 ARTIFACTS AND FOSSILS

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

If the Contractor or anyone for whom the Contractor is responsible discovers fossils coins, articles of value or antiquity, structures and other remains or things of scientific, cultural or

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historical interest at the Place of the Work (in GC9.3 called, "Historical Items"), the Contractor shall immediately give Notice in Writing thereof to the Owner and the Consultant. As shall, as between the Owner and the Contractor, all Historical Items shall be, and shall be deemed to be, the absolute property of the Owner and the Contractor hereby irrevocably waives and disclaims any right, title or interest therein.

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

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

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

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

GC9.4 CONSTRUCTION SAFETY

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

GC9.4.2 is added as follows:

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

GC9.4.3 is added as follows:

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

GC9.4.4 is added as follows:

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

GC9.4.5 is added as follows:

The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this

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Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

GC9.4.6 is added as follows:

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

- .1 appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
- .2 provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC Rules, and
- .3 within ten Working Days of the City delivering the Notice of Award to the Contractor, sign and deliver to the Owner, the "Prime Contractor/Qualified Coordinator Agreement" in the form attached to this Contract.

GC9.4.7 is added as follows:

In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the WorkSafeBC and will ensure that all Owner and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.

GC9.4.8 is added as follows:

Prior to commencement of construction, the Contractor will:

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

GC9.4.9 is added as follows:

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

GC9.4.10 is added as follows:

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

GC9.4.11 is added as follows:

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

GC9.4.12 is added as follows:

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

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

GC9.4.13 is added as follows:

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

GC9.5 MOULD

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

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

- .1 the observing party shall promptly report the circumstances to the other party by Notice in Writing;

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

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

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

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

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

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

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and

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- .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and

GC10.1 TAXES AND DUTIES

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

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

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

Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the Closing Time shall increase or decrease the *Contract Price* accordingly.

GC10.1.3 is added as follows:

Where an exemption or recovery of HST, customs duties or other taxes is applicable to the Contract, the Contractor shall submit for the Owner's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Work prior to applying for the rebate. The Owner will then issue a certificate verifying the application. The Contractor acknowledges its submission of its Tender Form and agreement to the Contract Price on the basis that the Contractor will be entitled to all HST-related input tax credit rebates but the Owner will be entitled to all other rebates and credits applicable to and intended for the benefit of the Owner, including all HST rebates and credits afforded to the Owner by virtue of its status as a municipal or public body.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

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

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

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

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

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

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

GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

PART 11 INSURANCE AND CONTRACT SECURITY

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

GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Contractor and Subcontractors shall be required to file with the Owner within ten Working Days of issuance of the Notice of Award, a Certificate of Insurance, and where required by the Owner's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.

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

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

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

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

GC11.2 SPECIFIC INSURANCE COVERAGE is added as follows:

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

- (a) **Wrap Up Liability Insurance** protecting the Owner Insurance Group, the Contractor, and their respective subcontractors, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its

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Subcontractors, or their respective agents or employees in connection with the Work.

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

- .1 Broadform Property Damage and completed Operations;
- .2 Personal Injury;
- .3 Blanket Contractual Liability;
- .4 Cross Liability and Severability of Interests Clause;
- .5 Contingent Employer's Liability; and
- .6 Non-owned Auto Liability,

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

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

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

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

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall be maintained continuously throughout the entire term of the contract

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until Total Performance of the Work, and thereafter, in the case of completed operations coverage for a further period of 24 months and shall contain the following extensions of coverage:

- .1 Broadform Property Damage and completed Operations;
- .2 Personal Injury;
- .3 Blanket Contractual Liability;
- .4 Cross Liability and Severability of Interests Clause;
- .5 Contingent Employer's Liability; and
- .6 Non-owned Auto Liability,

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

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

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

- (c) **Automobile Liability Insurance** to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of \$5,000,000 inclusive per accident.

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

- (1) ***All-Risks Course of Construction Property Insurance*** in the joint names of the Contractor and the Owner Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the replacement value of the Project, including the replacement cost of the pre-fabricated building. The deductible per occurrence shall not exceed \$10,000.
- (2) ***Boiler Insurance*** insuring the interests of the Contractor and the Owner Insurance Group for not less than the replacement value of boilers and pressure vessels forming part of the Work. This insurance shall be maintained continuously from commencement of use or

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operation of the property insured and until ten Working Days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.

- (3) ***Occupancy by Owner:*** Where the Owner wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give the requisite written to the Contractor pursuant to GC13 - Occupancy and if requested the Contractor shall promptly notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense.

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

- (4) ***Owner to be Loss Payee:*** The policy shall provide that, in the event of loss or damage, payment shall be made to the Owner. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time relative to the extent of the loss or damage as the Consultant may decide in consultation with the Contractor.

- (5) ***Payment for Loss or Damage.*** The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.

- (6) ***Deductibles:*** The Contractor shall be responsible for payment of all deductible amounts.

- (7) ***Loss Caused by Other Contractor:*** In the event of loss or damage to the Work arising from the work or act of the Owner or an other Contractor, then the Owner, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.

- (e) **All Risk Contractor's Equipment Insurance** covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.

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

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- (f) **Hull & Machinery Insurance** in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than \$10,000 protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors.
- (g) **Protection & Indemnity Insurance** including Owner's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, Subcontractor, or their respective employees or agents in an amount no less than \$5,000,000 per occurrence and a deductible of not more than \$10,000.

GC11.3 FAILURE TO INSURE is added as follows:

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

GC11.2 CONTRACT SECURITY

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

GC11.4 CONTRACT SECURITY

- 11.4.1 The Contractor shall pay for and deliver to the Owner, within ten working Days of issuance of the Notice of Award, a performance bond and a labour and material payment bond, which shall each be for 50% of the Contract Price and shall include, but shall not be limited to:
 - .1 payment of any Consultant's and legal expenses incurred by the Owner in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,
 - .2 payment of additional expenses caused to the Owner for watchmen's services, light, heat, power, etc. incurred to the Owner during the period between the default of the original Contract and the commencement of the new Contract,
 - .3 extended guarantee periods, corrections after final payment, and warranty obligations, and
 - .4 coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.
- 11.4.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the warranty. Subject to the requirements of this GC11.4, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.
- 11.4.3 The Contractor will give the Owner Notice in Writing of any material change in the surety within five calendar days of the occurrence.

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GC12.1 INDEMNIFICATION

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

The Contractor now indemnifies and shall defend, indemnify and hold harmless the Owner, the Consultant, the City's Project Manager, the Consultant's Project Manager and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees") from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with any wrongful or negligent act, error or omission of, or defective goods supplied by, the Contractor, Subcontractors, Suppliers or their respective employees or agents when attending the Site or in the performance of the Work, whether or not any one or more of the Indemnitees are contributorily negligent. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnatee.

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

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

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

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

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

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

GC12.1.5 is deleted in its entirety.

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

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

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

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GC12.1.7 is added as follows:

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

GC12.2 WAIVER OF CLAIMS

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

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

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

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

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

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

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

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

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

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

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GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety.

GC12.2.7 is deleted in its entirety.

GC12.2.8 is deleted in its entirety.

GC12.2.9 is deleted in its entirety.

GC12.2.10 is deleted in its entirety.

GC12.3 WARRANTY

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

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

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

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

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

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

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

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

During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the Owner. If the Contractor fails to repair or correct any defect during the warranty period within ten calendar days of written notice of its existence, the Owner may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the Owner will be payable by the Contractor to the Owner within seven calendar days of receiving an invoice from the Owner for same. In the event of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, or

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inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Contractor.

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

Where, pursuant to GC13.1 - Occupancy, the Owner commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Total Performance of the Work, the warranty period will be deemed to commence from the issuance date despite such prior use, but only with respect to those portions of the Work and Products so used by the Owner.

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

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

GC13.1 OCCUPANCY

GC13.1 is added as follows:

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

GC13.1.2 is added as follows:

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



FINANCIAL SERVICES GROUP
Supply Management
Purchasing Services

**INVITATION TO TENDER NO. PS10211, URBAN SEARCH AND RESCUE WAREHOUSE -
GENERAL CONTRACTOR REQUIREMENTS**

To acknowledge your intent to attend the Information Meeting and Site Visit being held as per Part A *Introduction*, Section 6.1, and to ensure that you receive the required information, please submit this form to the person identified below by **3:00 P.M. on Monday, September 13, 2010**.

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

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** ☐ / **WILL NOT** ☐ attend the Informational Meeting and Site Visit for:
**"INVITATION TO TENDER No. PS10211 -URBAN SEARCH AND RESCUE WAREHOUSE - GENERAL
CONTRACTOR REQUIREMENTS"**

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date

Construction Drawings are available for download at:

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

The following Environmental Report can be included as general information and is to serve as a reference document. This report forms part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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

The following Environmental Protection Plan can be included as general information and is to serve as a reference document. This report forms part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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

The following Technical Specifications form part of the Tender Documents and are available at the City of Vancouver Supply Management website at:

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