

INVITATION TO TENDER ("ITT") No. PS10215

MANITOBA WORKS YARD RELAY BUILDING ROOF REPLACEMENT

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 11:00 A.M. Vancouver Time (as defined in Note 2 below), on Wednesday November 3, 2010 and registered at 11:15 A.M. on Wednesday November 3, 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 OR E-MAIL.

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

Melodie Williams, Contracting Specialist

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

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1.0 Invitation to Tender

- 1.1 The City of Vancouver (the "City") invites Tenders for the roof replacement of the relay building at the Manitoba Works Yard (the "Work") located at 250 West 70th Avenue in Vancouver, BC (the "Site") as set out herein. The main aspects of the Work are described separately below and more clearly defined in Appendix 3 Scope of Work.
- 1.2 The Work consists of the following:

The roof of the Relay building within the Manitoba Works Yard requires a full replacement due to current leakage issues. The City is considering the following options and requests that Tenderers provide a separate Tender Price for each type of roof;

Option 1

Roof Replacement using laminated kraft, 1 layer polyisocyanurate insulation, 1 layer fibreboard overlay, 2-ply elastomeric mopped base & torched cap sheet membrane, new metal flashings.

Option 2

Roof Replacement using laminated kraft, 1 layer polyisocyanurate insulation, torchable overlay, $\underline{2}$ -ply elastomeric torched base & torched cap sheet membrane, new metal flashings.

The City, at its own discretion, shall choose the type of roof after the closing of this ITT and provide this information to the successful Tenderer. All materials used to replace the roof as well as the finished roof shall meet or exceed the R.C.A.B.C. 10 year guarantee.

- 1.3 Tenderers will be required to provide all services described in this Tender in accordance with Appendix 3 Scope of Work to this ITT which should be reviewed carefully by the Tenderer. Partial responses will be put aside and given no further consideration.
- 1.4 A primary consideration in evaluating Tenders will be the Tenderer's (and all key subcontractors') related experience and ability to successfully perform the Work, and the ability of the Contractor to meet the Project Schedule.
- 1.5 The Tender Documents can be downloaded from the City's website at http://vancouver.ca/fs/bid/bidopp/openbid.htm.

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2.0 Site Visit & Information Meeting

2.1 Tenderers are strongly encouraged to attend an Information Meeting at the Site on Thursday October 21, 2010 commencing at 10:30 A.M.

Location: Manitoba Works Yard, Relay Building 250 West 70th Avenue

Vancouver, BC

- 2.2 All prospective Tenderers should pre-register for the Information Meeting by submitting an Information Meeting & Site Visit Attendance Form (Appendix 2) by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca prior to October 20, 2010.
- 2.3 The Tenderer is fully responsible for conducting sufficient field investigations and for obtaining all information required for the preparation of their Tender and for the execution of the Work.

3.0 Administrative Requirements

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

4.0 Conduct of ITT - Inquiries and Clarifications

- 4.1 The Owner will have conduct of this ITT, and all communications are to be directed only to the contact person(s) named on the cover page.
- It is the responsibility of the Tenderer to thoroughly examine the ITT and all Tender Documents and satisfy itself as to the full requirements of this ITT. All inquiries are to be in written form only, e-mailed to purchasing@vancouver.ca or faxed to (604) 873-7057 to the attention of the appropriate contact person shown on the cover page before the deadline date for questions and clarifications.
- 4.3 The lowest or any Tender may not be accepted and the City of Vancouver will not be responsible for any cost incurred by the Tenderer in preparing the Tender.
- 4.4 Tenders are scheduled to close at the Closing Time listed on the cover page of this ITT.

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

1.0 Interpretation

- 1.1 In these Tender Documents, any reference to the masculine includes the feminine and bodies corporate, and each includes the others where appropriate. Also, any reference to the singular includes the plural where appropriate.
- 1.2 If there is a conflict between or among the Scope of Work and the Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), Form of Agreement, General Conditions, General Requirements, Appendices and any addenda issued by the Owner (collectively, the "Balance of Tender Documents"), the Balance of Tender Documents shall prevail over the Scope of Work.
- 1.3 In these Tender Documents, when the terms "should" or "are asked to" precede a requirement for the Tenderer, such requirement is not mandatory but it is strongly recommended. When the terms "is to", "must" or "are to", "are required to" precede a requirement, such requirement is deemed to be mandatory. If a Tenderer is uncertain whether or not a requirement is mandatory, the Tenderer should submit an enguiry to the Contact Person.
- 1.4 No oral interpretation or representations from the City or any representative of the City will affect, alter or amend any provision of the Tender Documents.

2.0 Inspection of Site

2.1 Pursuant to Part A Section 2.1 there is an Information Meeting at the Site. Prospective Tenderers are encouraged to inspect the Work Site and make allowances in their Tender submissions for such conditions as in the sole opinion of the Tenderer are warranted. The City makes no representation or warranties as to the condition of the site. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

3.0 Tender Price

- 3.1 The Tender Price is to be entirely in Canadian currency and will consist of:
 - (a) the total of all prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding HST.
- 3.2 The Tender Price will include any and all amounts the Tenderer will accept for performing the Work and any and all costs of any kind that the Tenderer might incur in connection with the Work, including, without limitation, all costs of

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labour, supervision, materials, equipment, traffic control, financing, posting bonds, carrying insurance and overhead and any and all profits.

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

4.0 Taxes and Fees

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

5.0 Tender Documents

- 5.1 The Tender Documents are as follows:
 - (a) Cover Page and Table of Contents to the ITT
 - (b) Part A Introduction;
 - (c) Part B Instructions to Tenderers
 - (d) Part C Form of Tender (including Schedules A to H);
 - (e) Part D Form of Agreement;
 - (f) Part E General Conditions:
 - (g) Part F General Requirements;
 - (h) Appendix 1 Prime Contractor Agreement Form;
 - (i) Appendix 2 Site Visit and Information Meeting Attendance Form;
 - (j) Appendix 3 Scope of Work;
 - (k) Bid Bond required hereunder;

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- (I) All other specifications and drawings for the Work referred to in any of the above listed documents; and
- (m) 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.

6.0 Examination of Tender Documents

- 6.1 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.
- 6.2 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 clause.

7.0 Completion and Submission of Tenders

- 7.1 In submitting a Tender, a Tenderer must complete, as required hereby, and package, seal and return to the City, the Form of Tender and Schedules thereto and at the same time furnish the City with a Bid Bond as hereinafter described.
- 7.2 Unless otherwise stipulated, Tenders should be made on the Form of Tender;
- 7.3 The Tenderer shall submit two (2) copies of its Tender on the Form of Tender provided (Part C Form of Tender) in accordance with the instructions stated herein.
- 7.4 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time on the date and in the place shown on the cover page of this ITT (the "Closing Time")Tenders should be enclosed in a sealed plain envelope, clearly marked:
 - "Invitation to Tender No. PS10215 Manitoba Works Yard Relay Building Roof Replacement" with the Tenderer's name in the upper left hand corner.
- 7.5 Each Tender should be signed in longhand by or on behalf of the Tenderer, with the signatory's name printed clearly and legibly directly below the signature. Tenders by partnership should be signed by at least two (2) of the partners or by an authorized representative of each of at least two (2) partners, followed by the signatories' names and designations printed clearly and legibly directly below their respective signatures. Tenders by companies should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each

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page of the Form of Tender, including the Schedules should bear the initials of all persons who have signed the Form of Tender.

- 7.6 All blank spaces in the Form of Tender should be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations and other corrections should be initialed by all persons signing the Tender.
- 7.7 Tenderers should submit a price for each item listed in the Form of Tender and any Schedules or other attachments thereto. Prices for items not specifically described, will be placed with the items that most fittingly describe them. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.
- 7.8 Tenders will be all inclusive and will be without qualification or condition.
- 7.9 Tenders received after the Closing Time or in locations other than the address indicated on the cover page, will not be accepted and may or may not be returned. The City may elect to extend the Closing Time.
- 7.10 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 7.11 Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.12 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 7.13 All costs associated with the preparation and submission of the Tenderer's Tender, including any costs incurred by the Tender after the Closing Time, will be borne solely by the Tenderer.
- 7.14 By submitting a Tender, the Tenderer acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the bid contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender documents.

8.0 Opening of Tenders

8.1 Tenders will be opened publicly in the Purchasing Services Office at the time and address shown on the cover page of this ITT.

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8.2 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.

9.0 Acceptance and Evaluation of Tenders

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

- 9.1 The City need not necessarily accept the Tender with the lowest bid, or any Tender, and the City reserves the right to reject any and all Tenders at any time without further explanation and to accept any Tender the City considers to be in any way advantageous to it. The City's acceptance of any Tender is contingent on its City Council approving funding for the Work and a Contract with a Tenderer. Tenders containing qualifications will be considered to be non-conforming Tenders in that they will fail to conform to the requirements of the Tender Documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the Tender Documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these Tender Documents, and the City, at its discretion, may consider non-conforming Tenders and accept a non-conforming Tender.
- 9.2 Where the City is of the view, in its sole discretion, that there is ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether of not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of its Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- 9.3 All Tenders will be irrevocable and remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time.
- 9.4 The award of a Contract will be based on the City's evaluation of the Tenders on any basis that the City considers will best serve its interests, including but not limited to the following criteria, as the City in its discretion may apply them:
 - (a) the overall cost to the City represented by a Tender, excluding HST;
 - (b) the reputation, ability and experience of the Tenderer, Tenderer's proposed Contractors and Subcontractors and the Tenderer's senior staff and key personnel to be assigned to the Work;

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- (c) the technical credibility, financial resources and environmental responsibility of the Tenderer;
- (d) the Tenderer's proposed sources for materials to be used in the performance of the Work;
- the Tenderer's scheduling of the Work in relation to the City's schedule and the Tenderer's demonstrable ability to complete the Work within the time frame required by the City;
- (f) the Tenderer's apparent understanding of the requirements of the proposed Work;
- (g) the best value to the City based on quality, service, price and any other considerations the City may conclude, in its discretion, to be material to its evaluation;
- (h) any other considerations the City, in its discretion, may wish to take into account; and
- (i) the quality of the references, resumes, curriculum vitae, and reputation of the Tenderer, its Contractors and Subcontractors, and all of their respective senior staff and key personnel, particularly as it relates to the Work.
- 9.5 If the City considers that all Tenders are priced too high, it may reject them all.
- 9.6 The City, prior to awarding of any Contract, may negotiate with the Tenderer presenting the lowest priced Tender, or with any Tenderer, for changes in the Work, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.
- 9.7 The City will not be responsible for costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by a Tenderer as a result of or arising from its submitting a Tender or the City's acceptance or non-acceptance of any Tender or any breach by the City of any Tender Contract or arising out of any Contract award that may not have been made in strict accordance with the Tender Documents.
- 9.8 The City may award a Contract on the basis of policies and preferences not stated or otherwise than as stated in the ITT.
- 9.9 Prior to contract award, the Tenderer must demonstrate financial stability. Should the City so request, the Tenderer may be required to provide annual

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financial reports or a set of financial statements prepared by an accountant for the previous two (2) years.

9.10 No guidelines or policies of any government, organization, entity or other body that might be apply to the ITT, the tendering process contemplated thereby or a Contract, but are not requirements of law, will give rise to any legal rights on the part of any Tenderer, the Contractor, any subcontractors or others as against the City or create any liability on the part of the City.

10.0 Contract

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

11.0 **Bonds**

- 11.1 Each Tender must be accompanied by a Bid Bond valid for a minimum of ninety (90) calendar days as per item 9.3, payable to the City of Vancouver, in the amount of ten percent (10%) of the Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City. The Bid Bond should be issued by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia.
- 11.2 The form of the Bond should be those issued by the Canadian Construction Documents Committee as follows:

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

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

12.0 Product Approval

12.1 Wherever any Product (as defined in the General Conditions) is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer or trade names or similar reference, the Contractor obligates itself to submit its Tender and accept award of the Contract based upon the

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use of such Products. Use of such reference is intended to establish the measure of quality which the City, by way of its consultant, has determined as a requisite and necessary for the Work. Where two or more Products are shown or specified, the Contractor has the option of which to use.

- 12.2 For approval of Products other than those specified, Tenderers must submit a request in writing to the City at least three (3) Working Days prior to the Closing Time. Requests must clearly define and describe the Product for which approval is requested. Requests must be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the item. Approval by the City will only be in the form of an addendum to the specifications issued and sent via e-mail as noted in item 3.1 of Part A.
- 12.3 Approval of manufacturers and/or Products as noted are approved only insofar as they conform to the Scope of Work.

13.0 Alternates and/or Variations to the Scope of Work

- 13.1 Except where stated otherwise herein Appendix 3 Scope of Work, describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Scope of Work, or if the Tender cannot meet the Requirements, the Tender may offer an alternative which it believes to be the equivalent.
- 13.2 Tenderers shall clearly indicate any variances from the City's Scope of Work or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 13.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Requirements, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.
- 13.4 The City is not obligated to accept any alternatives.
- 13.5 The City will determine what constitutes allowable variations.

14.0 Schedule

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

15.0 Labour Rates

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

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16.0 Experience

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

17.0 Non-Resident Withholding Tax

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

18.0 Freedom of Information and Protection of Privacy Act

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

19.0 Conflict of Interest

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

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20.0 Confidentiality

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

21.0 Release, Indemnity and Limitation

21.1 The Tenderer:

- agrees not to bring any claim against the City and any of its employees, advisors or representatives (including the City's Designated Representative) for damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its Tender for any matter in respect of the Tender including without limitation in the event the City accepts a non-compliant Tender or otherwise breaches, or fundamentally breaches, the terms of this Tender; and
- (b) waives any and all claims against the City and any of its employees, advisors or representatives (including the City's Designated Representative) for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Tender for any reason including without limitation in the event the City accepts a noncompliant Tender or otherwise breaches or fundamentally breaches the terms of this Tender.
- 21.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the City's Designated Representative) harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, subconsultants or materials or equipment Contractors alleging or pleading:
 - (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the City's Designated Representative);
 - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the City's Designated Representative), 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 Release of Information Restricted

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

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Tender of:			
	(Name of Person, Fi	rm, or Company)	
Business Address:			
Postal or Zip Code:			
Cheques Payable to/Remit to Address:			
Postal or Zip Code:			
Key Contact Person:			
Telephone No.:		Fax No.:	
E-mail:			
H.S.T. Registration Number			
Dun & Bradstreet Number (if available)		WorkSafeBC Account Number	
City of Vancouver Business License Number		Incorporation Date	
(If your office is located in	Vancouver)		
The roof of the Relay buildin to current leakage issues. Tenderers provide a separate Option 1 Roof Replacement using lami overlay, 2-ply elastomeric moOption 2 Roof Replacement using lami 2-ply elastomeric torched bas	The City is consider a Tender Price for each inated kraft, 1 layer pupped base & torched inated kraft, 1 layer pue & torched cap sheet	ing the following on h type of roof; colyisocyanurate insucap sheet membrane colyisocyanurate insuct membrane, new me	lation, 1 layer fibreboard, new metal flashings. lation, torchable overlay, etal flashings.
R.C.A.B.C. 10 year guaranted Work.			
(All of the above collectivel	y hereinafter referre	ed to as the "Work"	·.)
To be Initialled at Tender O	pening:		
Director, Supply Managemen	t or designate	Witness	

FT - 1

Name of Tenderer

Initials of Signing Officer

1.0 Tender Price and Schedule

1.1 Having fully examined the Work Site, the access to the Work Site and all conditions affecting the Work and having carefully read and examined the Tender Documents, including without limitation the Invitation to Tender, the Instructions to Tenderers, the Form of Tender, the Form of Agreement, the Prime Contractor Agreement, the General Conditions, the General Requirements, the Appendices (if any), the Scope of Work, 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 execute the Work for the fixed Tender Price as outlined below. The Tendered shall provide a separate price for each type of roof replacement solution.

ITEM	OPTION 1 DESCRIPTION	PRICING
	Manitoba Works Yard Relay Building Roof Replacement using laminated kraft, 1 layer polyisocyanurate insulation, 1 layer fibreboard overlay, 2-ply elastomeric mopped base & torched cap sheet membrane, new metal flashings.	\$
	TENDER PRICE, excluding HST:	\$
	HST:	\$
	TENDER PRICE + HST:	\$

OR

ITEM	OPTION 2 DESCRIPTION	PRICING
	Manitoba Works Yard Relay Building Roof Replacement using laminated kraft, 1 layer polyisocyanurate insulation, torchable overlay, 2-ply elastomeric torched base & torched cap sheet membrane, new metal flashings.	\$
	TENDER PRICE, excluding HST:	\$
	HST:	\$
	TENDER PRICE + HST:	\$

Name of Tenderer	FT - 2	Initials of Signing Office

Accord	ingly, the undersigned of schedule:	fers to complete	the W	ork according	to the	following
	Work will begin by		2010.			
	Substantial Performance	of the Work will b	e		, 2010.	

- 1.2 The undersigned confirms that the Tender Price above excludes HST but includes all applicable fees, all municipal taxes, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work in force at this date.
- 1.3 If a Summary of Tender Prices forms part of this Tender, and if there is any conflict between the Tender Price entered above and the correct summation of the Summary of total Tender Prices, provisional sums and/or correct extensions of the unit prices, lump sums and approximate quantities entered in the aforesaid Summary of Tender Prices, the said correct summation shall take precedence.

2.0 Additional Prices

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

ITEM	DESCRIPTION	Pricing
1.	Additional layer of 1.5" Polyisocyanurate insulation (for entire roof).	\$
	Note: Price shall include blocking and any other modifications to roof as necessary.	
2.	Replacement of damaged insulation. Unit rate based upon 4'X8' sheet.	\$ per 4' X 8' sheet
	Note: Price shall include removal and disposal of damaged insulation, supply and installation of new insulation (11mm or 7/16" fibreboard).	

	_	
Name of Tenderer	FT - 3	Initials of Signing Officer

3.0 Notice of Award/Notice to Proceed

3.1 Notice of Award

The undersigned agrees that this Tender will be irrevocable and open for acceptance by the Owner for a period of ninety (90) calendar days from the day following the Closing Time, even if the Tender of another tenderer is accepted by the Owner. If within this period the Owner delivers a written notice by which the Owner accepts the subject Tender (the "Notice of Award"), the undersigned will, within three (3) Working Days of the receipt of the Notice of Award, deliver to the Owner:

- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Tender Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- b) a WorkSafeBC number and experience rating, together with a "clearance letter" confirming that the Tenderer is in WorkSafeBC compliance;
- c) a completed and signed Certificate of insurance (in the form attached as Schedule F);
- d) Prime Contractor Agreement, as indicated in Appendix 1.

3.2 Notice to Proceed

The undersigned agrees that upon the Owner's receipt and acceptance of the submissions of Paragraph 2 above and the Tenderer's execution and return of the Contract Documents (including the Prime Contractor Agreement) within three (3) Working Days of receipt of same from the Owner, the Owner will deliver a Notice to Proceed by which the undersigned will:

- a) 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;
- b) if applicable, prepare and submit to the Owner a detailed Site Specific Safety and Health Plan.

4.0	Amer	ndments / Questions and Answers
	4.1	Acknowledgment of receipt of the following Addenda, Amendments/Questions and Answers to the Tender Documents is hereby made:
	Ame	endment/Addenda No.
	Que	stions and Answers No.
5.0	Alter	nate Work Plan
	5.1	If applicable, state an alternate work plan that details all work procedures during the roof removal/replacement (other than the City procedures listed in this ITT).

6.0	Work	Schedule
	6.1	Cleary define time requirements and project milestones below based upon these dates:
	6.2	State the hours during which the work shall be performed:
7.0	Quali	fications
	7.1	State the qualification(s) and training of the staff who will be assigned to this project:

8.0 Subcontractors

Name of Tenderer

The Subcontractors to be used in the performance of the Work are listed below. (If no Subcontractors will be used, indicate "Not Applicable"). 8.1

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility
8.2 Describe how Subcontractors:	the Tenderer's ope	eration is structu	ured with respect to
8.3 What methodolo performance of	gy will be used for Sul the Work?	bcontractors to pa	rticipate in the
8.4 Describe the qua	alifications and level o	of experience of th	e Subcontractors:

FT - 7

Initials of Signing Officer

PART C - FORM OF TENDER
Describe insurance held by the Subcontractor(s):
Describe how the Contractor assesses the Subcontractor's performance:

9.0 Tenderer's Declaration

The undersigned Tenderer confirms that it he the ITT and that any deviations have been cle	as read and agreed to the conditions stated in early noted herein.
the Closing Time, the undersigned Tenderer a or any part of the items upon which prices a	accepted within ninety (90) calendar days from agrees to supply the City of Vancouver with all re stated, at the price set opposite each item bint or points within the time specified, and in t forth in the form of Tender.
Authorized Signatory for the Tenderer	Date
Name and Title (please print)	

SCHEDULE "A"

LABOUR RATES FOR ADDITIONAL WORK

(See Section 15.0 of Part B - Instructions to Tenderers)

1.0 Labour Rates

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

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

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

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

Tenderer now confirms that the above rates are for labour of the above description havin
the experience and qualifications described in Appendix 3 - Scope of Work.

Name of Tenderer	FT - 10	Initials of Signing Officer

SCHEDULE "B"

TENDERER'S EXPERIENCE WITH RELATED WORK

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

RELATED EXPERIENCE #1:			
Company Name:			
Description of Project:			
Location of Project:			
Contract Value:	\$		CDN
Start & Completion Dates:			
Completed on Schedule?	Yes/No	(Circle Correct Response)	
Name of Contract Owner:			
Name of Project Reference:			
Current Telephone Number and E	-mail of P	roject Reference:	
Names of Key Personnel and Subc	ontractor	S:	

Name of Tenderer FT - 11 Initials of Signing Officer

SCHEDULE "B" - CONTINUED

TENDERER'S EXPERIENCE WITH RELATED WORK

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

RELATED EXPERIENCE #2:			
Company Name:			
Description of Project:			
Location of Project:			
Contract Value:	\$		CDN
Start & Completion Dates:			
Completed on Schedule?	Yes/No	(Circle Correct Response)	
Name of Contract Owner:			
Name of Project Reference:			
Current Telephone Number and E-mail of Project Reference:			
Names of Key Personnel and Subco	ontractors	S:	

Name of Tenderer FT - 12 Initials of Signing Officer

SCHEDULE "B" - CONTINUED

TENDERER'S EXPERIENCE WITH RELATED WORK

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

RELATED EXPERIENCE #3:			
Company Name:			
Description of Project:			
Location of Project:			
Contract Value:	\$		CDN
Start & Completion Dates:			
Completed on Schedule?	Yes/No	(Circle Correct Response)	
Name of Contract Owner:			
Name of Project Reference:			
Current Telephone Number and E-mail of Project Reference:			
Names of Key Personnel and Subc	ontractor	s:	

Name of Tenderer FT - 13 Initials of Signing Officer

SCHEDULE "C"

PROPOSED KEY PROJECT PERSONNEL

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

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

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

Name of Tenderer	FT - 14	Initials of Signing Office

SCHEDULE "D"

SAMPLE UNDERTAKING OF SURETY

PROJECT:	
Should it be required, we the undersigned Surety bound as sureties in an approved Contract Per Payment Bond each in the amount of fifty percent fulfillment of the CONTRACT and for the performa may be awarded to attached Tender, which Performance Bond and understand are to conform to the applicable CCDC three (3) Working Days of receipt of Notice of Award	formance Bond and Labour and Material (50%) of the awarded Tender Price for the nce of the Work as described herein, which at the Tender Price set forth in the Labour and Material Payment Bond we forms and be filed with the Owner within
We hereby further declare that the undersigned business in the Province of British Columbia and present liabilities and the amounts herein set forth	that it has a net worth over and above its
The Common Seal of	
was hereto affixed in the presence of:	

SCHEDULE "E"

TENDERER'S PROPOSED VARIATIONS

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

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule "E". Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS10215, Manitoba Works Yard Relay Building Roof Replacement, Part C - Form of Tender - Schedule "E" - Tenderer's Proposed Variations", with the name of the Tenderer indicated and each additional page initialed on behalf of the Tenderer.

PS10215 - ITT MANITOBA WORKS YARD RELAY BUILDING ROOF REPLACEMENT PART C - FORM OF TENDER Section 8 b) – to be completed by City staff. Select # of days Written Notice is required. Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

Name of Tenderer

THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453	3 W 12 th Avenue, Vancouver, BC, V5Y 1	V4
and certifies that the insurance policies as listed herein have been issu he agreement described below.	ued to the Named Insured(s) and are in fu	ll force and effect as of the effective date of
NAMED INSURED: (must be the same name as the Permittee/Licens incorporated company)	see or Party(ies) to Contract and is either a	un individual or a legally
MAILING ADDRESS:		
OCATION ADDRESS:		
DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT,	LEASE, PERMIT OR LICENSE:	
PROPERTY INSURANCE naming the City of Vancouver as a Nan		
All Risks Coverage including Earthquake and Flood)	INSURED VALUES: (Replaceme	*
NSURER: 'YPE OF COVERAGE:	Contents and Equipment:	\$
OLICY NUMBER:	Deductible Per Loss:	\$ \$
OLICY PERIOD: From to	Deduction Fer Loss.	<u> </u>
COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrent notation of the following extensions: Personal Injury	,	y Injury and Property Damage Inclusive)
Products and Completed Operations Cross Liability or Severability of Interest	Per Occurrence:	\$
Employees as Additional Insureds	Aggregate:	\$
Blanket Contractual Liability Non-Owned Auto Liability NSURER:	All Risk Tenant's Legal Liability:	\$
OLICY NUMBER:	Deductible Per Occurrence:	\$
OLICY PERIOD: From to	Deduction for Occurrence.	¥
AUTOMOBILE LIABILITY INSURANCE for operation of owned	and/or leased vehicles	
NSURER:	LIMITS OF LIABILITY:	
OLICY NUMBER:	Combined Single Limit:	\$
OLICY PERIOD: From to	If vehicles are insured by ICBC, co.	
☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE	•	y Injury and Property Damage Inclusive)
NSURER:	Per Occurrence:	\$
OLICY NUMBER: to to	Aggregate: Self-Insured Retention:	\$
OTHER INSURANCE (e.g. Boiler & Machinery, Business Interrup nd Limit		\$
POLICY PROVISIONS: Where required by the governing contract, agreement, lease, permit of the City of Vancouver, its officials, officers, employees, servant of the operation of the Named Insured pursuant to the governing SIXTY (60) days written notice of cancellation or material chaeither in part or in whole, will be given by the Insurer(s) to the which case the applicable statutory conditions will apply; The insurance policy (policies) listed herein self-invarance maintained by the City of Vancouver.	ts and agents have been added as Addition g contract, agreement, lease, permit or lice ange resulting in reduction of coverage w Holder of this Certificate; the exception is	nse; ith respect to any of the policies listed here cancellation for non-payment of premium; the operation of the Named Insured.
insurance or sey-insurance maintained by the Cuy of vancouve.	•	
FIGNED BY THE INSURER OR ITS AUTHORIZED REPRESEN	TATIVE	

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Initials of Signing Officer

PS10215 – ITT MANITOBA WORKS YARD RELAY BUILDING ROOF REPLACEMENT PART C – FORM OF TENDER SCHEDULE "G" - CERTIFICATE OF EXISTING INSURANCE



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

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4 And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below. NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company) BUSINESS TRADE NAME or DBA DOING BUSINESS AS BUSINESS ADDRESS DESCRIPTION OF OPERATION PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood) **Insured Values (Replacement Cost)** INSURER TYPE OF COVERAGE Building and Tenants Improvement POLICY NUMBER Contents and Equipment POLICY PERIOD From Deductible Per Loss COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) INSURER Including the following extensions: Personal Injury POLICY NUMBER POLICY PERIOD √ Property Damage including Loss of Use From Products and Completed Operations Limits of Liability (Bodily Injury and Property Damage Inclusive) -Cross Liability or Severability of Interest Per Occurrence \$ Employees as Additional Insureds Aggregate \$ √ Blanket Contractual Liability All Risk Tenant's Legal Liability \$ √ Non-Owned Auto Liability Deductible Per Occurrence AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles Limits of Liability -POLICY NUMBER ___ Combined Single Limit If vehicles are insured by ICBC, complete and provide Form APV-47. POLICY PERIOD From ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -INSURER Per Occurrence \$ POLICY NUMBER _ Aggregate POLICY PERIOD From Self-Insured Retention Limits of Liability PROFESSIONAL LIABILITY INSURANCE **INSURER** Per Occurrence/Claim POLICY NUMBER Aggregate POLICY PERIOD From Deductible Per Occurrence/Claim If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: OTHER INSURANCE TYPE OF INSURANCE _ **Limits of Liability** INSURER Per Occurrence POLICY NUMBER Aggregate POLICY PERIOD From Deductible Per Loss ____ to __ TYPE OF INSURANCE Limits of Liability INSURER Per Occurrence POLICY NUMBER Aggregate POLICY PERIOD From to SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE. ADDRESS AND PHONE NUMBER

Name of Tenderer FT - 18 Initials of Signing Officer

SCHEDULE "H"

UNDERTAKING OF INSURANCE

To:	City of Vancouver
Re:	Manitoba Works Yard Relay Building Roof Replacement (PS10215)
Dear	Sirs:
Insura	the undersigned have completed, signed and attached the "Certificate of Existing ance" enclosed with this undertaking and now also do hereby undertake and agree that if (the "Tenderer") is awarded the Contract, we will insure
the C	contractor in accordance with the requirements of GC13 of the General Conditions which included in the Tender Documents and will form part of the Contract Documents.
Dated	d at, British Columbia, this day of 2010.
BY:	
TITLE	::
FULL	CORPORATE NAME OF INSURER:

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

Name of Tenderer FT - 19 Initials of Signing Officer

FORM OF AGREEMENT

	GREEMENT (including all Appendices hereto, this "Agreement") is made as of the day, 2010.
BETWI	EEN: CITY OF VANCOUVER, having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
	(the "City")
	OF THE FIRST PART
AND:	(Name of person, firm, or company)
	(the "Contractor")
WHER	OF THE SECOND PART EAS:
A.	By way of an Invitation to Tender for the roof replacement of the relay building at the Manitoba Works Yard in the City of Vancouver, called "Manitoba Works Yard Relay Building Roof Replacement";
В.	In response thereto, the Contractor submitted a Tender to the City (the "Tender") dated;
C.	After evaluating the Tenders and obtaining approval of award of this Contract by the City of Vancouver, the Owner issued a Notice of Award to the Contractor thereby creating this Contract with the Contractor for the Work based on the Contractor's Tender; and
D.	On that basis, the City and the Contractor have agreed that the Contractor will perform for the Work specified in the Contract Documents in accordance therewith (the agreement and undertaking of the parties set forth in the Contract Documents is hereinafter called the "Contract").
THERE	FORE, in consideration of the promises exchanged herein, the parties agree as follows:

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ARTICLE I - INTERPRETATION

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

ARTICLE II - ROLE OF THE CITY'S DESIGNATED REPRESENTATIVE

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

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

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

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ARTICLE III - PERFORMANCE OF THE CONTRACT

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

ARTICLE IV - CONTRACT DOCUMENTS

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

- (a) This Agreement, as executed;
- (b) Notice of Award delivered to Contractor;
- (c) Part B Instructions to Tenderers;
- (d) Part C Form of Tender (including Schedules A to H), as completed by Tenderer;
- (e) Part D Form of Agreement;
- (f) Part E General Conditions;
- (g) Part F General Requirements;
- (h) Appendix 1 Prime Contractor Agreement;
- (i) Appendix 3 Scope of Work;
- (j) Performance Bond required under the Tender Documents;
- (k) Labour and Materials Payment Bond required under the Tender Documents; and
- (I) Any amendments/addenda to any of the above documents, or any other document(s) that become incorporated into and part of the Contract Documents.

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

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ARTICLE V - SCHEDULE OF WORK

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

Time is of the essence in the Contract.

ARTICLE VI - PAYMENT

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

Applications for Payment:

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

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

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

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

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

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ARTICLE VII - NOTICES

(a)	All notices, instructions, orders or other communications given in the Contractor will be addressed as set forth below:	writing by the City to
Name	9:	
Addre	ess:	
City:		
Posta	Il Code:	
Fax N	lumber:	
Atten	ntion:	
(b)	All notices, requests, claims or other communications by the Contr be in writing and will be given by personal delivery or by registered forth below:	
	CITY OF VANCOUVER 515 West 10 th Avenue, Suite 300 (Front Desk) Vancouver, British Columbia V5Z 4A8	
	Attention:, Capital Maintenance	
	With a copy to the following (in the case of any legal matter or ma	atter in dispute) to:
	Purchasing Services - Supply Management Suite 320, 555 West 12th Avenue Vancouver, BC V5Z 3X7	
	Attn:, Contracting Specialist	
	Email:	

Any such notice given to the City by registered mail will be deemed to have been delivered on the second Working Day following the mailing thereof; provided, however, that should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

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ARTICLE VIII - SUCCESSORS AND ASSIGNS

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

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

CITY OF VANCOUVER		
BY:		
Print Name and Title	_	
CONTRACTOR		
BY: Authorized Signatory		
Print Name and Title		

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GENERAL CONDITIONS

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GC1 DEFINITIONS

- 1.1 The following Definitions shall apply to all Contract Documents:
 - "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Subcontractor and the Work, all as may be in force from time to time;
 - "Certificate of Existing Insurance" means the form of certificate of existing insurance attached as Part C Form of Tender, Schedule G;
 - "Certificate of Insurance" means the form of certificate of insurance attached as Part C Form of Tender, Schedule F;
 - "Certificate of Final Payment" means the certificate to be issued by the City's Designated Representative in accordance with the Contract Documents and the *Builders' Lien Act* following the Contractor's completion of Total Performance of the Work;
 - "Certificate of Substantial Performance" means the certificate of completion to be issued by the City's Designated Representative in accordance with the Contract Documents and the *Builders' Lien Act* following the Contractor's completion of Substantial Performance of the Work;
 - "Changes in the Work" means additions, deletions, or other revisions to the Work within the general scope of the contract;
 - "City" means the City of Vancouver and its authorized representative;
 - "City's Designated Representative" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - "Closing Time" means the closing date, time, and place as set out on the title page of this ITT;
 - "Contract" is the undertaking of the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties;
 - "Contract Documents" means the documents listed in Article IV of Part D Form of Agreement;
 - "Contract Price" means that sum of the Tender Price set out in Part C Form of Tender;
 - "Contract Time" is the time stipulated in the Contract Documents for Substantial Performance of the Work:
 - "Contractor" is the person or entity identified as such in the Form of Tender. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the City in writing;
 - "Form of Tender" means the Form of Tender in Part C to the ITT;

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- "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;
- "Notice of Award" means a written notice from the City to a Tenderer that the City accepts the Tenderer's Tender;
- "OHS Regulation" means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;
- "Product" or "Products" means all materials required for the removal and installation of the Central Residence roof to be supplied to the City by the Contractor, as more particularly set out in Appendix 3 Scope of Work;
- "Requirements" means all of the Scope of Work as outlined in Appendix 3, requirements and services set out in the ITT that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;
- "Project" means the total Work contemplated with respect to this ITT;
- "Subcontractor" is a person or entity having a direct contract with the Contractor to perform a part or parts of the Work, or to supply Products worked to a special design for the Work;
- "Substantial Performance of the Work" means that the Contract has been "completed" as the term is defined in the *Builders' Lien Act*:
- "Substantial Completion of the Project" means that the Project is ready for use or is being used for the purpose intended and is so certified by the Consultant;
- "Tax Legislation" includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- "Tender" means a Tender submitted to the City in response to the ITT;
- "Tender Documents" mean all the documents as defined in Part B, Instructions to Tenderers Section 5 including any addendum issued by the City;
- "Tenderer" means the person(s) described in the beginning of the Form of Tender;
- "Tender Price" means the total monetary amount of all prices proposed in the Tender, including all applicable fees and taxes excluding HST;
- "Total Performance of the Work" means that the Contractor has performed and certified all obligations, other than warranty obligations under the Contract Documents, and is so certified by the City;
- "Work" means the total construction and related services required by the Contract Documents, and performed by the Contractor;
- "Working Day" means a day other than a Saturday, Sunday or a statutory holiday observed in British Columbia:

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

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

"Work Site" and "Site" means the site where the Work is being performed, the Manitoba Works Yard located at 250 West 70th Street in Vancouver, BC unless otherwise stated in this ITT.

GC2 CONTRACT DOCUMENTS

- 2.1 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labour, materials, construction and equipment, supplies, services, tools, transportation, facilities and all things necessary for the proper execution of the Work excepting only those items specifically stated as being furnished by the City.
- 2.2 If there is a conflict with the Contract Documents the order of priority of documents, from highest to lowest shall be:
 - the Tender and Acceptance Form
 - the General Conditions
 - Scope of Work
 - Drawings
 - all other Contract Documents

GC3 DELAY AND DEFAULT

- 3.1 If the Contractor delays in the commencement, execution or completion of the Work and the delay is not caused by the City, the City will not accept any claim by the Contractor and the Contractor will indemnify and reimburse the City for all costs, expenses, damage and losses it incurs thereby. Where a delay is clearly not the fault of the Contractor, the City may extend the Contract Time, but no claims by the Contractor for delay or damages shall be allowed and the same are hereby waived by the Contractor.
- 3.2 Where the Contractor delays as set out in GC 3.1 or is otherwise in default under the Contract Documents and the delay or default continues for seven (7) days after written notice to the Contractor, the City may terminate the Contract in accordance with GC 4.1. In addition, the Contractor will indemnify and reimburse the City for all costs, expense, damage and losses arising out of the Contractor's default.

GC4 SUSPENSION OR TERMINATION OF WORK BY THE CITY

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

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

GC5 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

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

GC6 SIGNS AND PUBLICITY

6.1 Neither the Contractor, his Subcontractors, nor anyone directly or indirectly employed by any of them, shall post any site signs, nor release any publicity reports, photographs, or other information, orally or in writing, concerning the Work performed or to be performed, without the prior written approval of the City. The Contractor shall be responsible for regulating all signage on the Site in accordance with approvals of the City.

GC7 CHANGES - DETERMINATION OF COST

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

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claim pursuant to a Change Order or Change Directive will be the responsibility of the Contractor and may not be included in any adjustment to the Contract Price.

GC8 COOPERATION WITH OTHER CONTRACTORS

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

GC9 SUBCONTRACTORS

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

GC10 ASSIGNMENT OF AGREEMENT

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

GC11 LAWS AND PERMITS

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

GC12 PROTECTION OF WORK

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

GC13 INSURANCE

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

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

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

GC14 WORKERS' COMPENSATION BOARD COMPLIANCE

- 14.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The City shall have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full.
- 14.2 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
- 14.3 Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will
 - .1 appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Place of the Work, and

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- .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 OHS Regulation.
- 14.4 In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all City and Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- 14.5 Prior to commencement of construction, the Contractor will:
 - .1 complete and file a "Notice of Project" with the Workers' Compensation Board in compliance with Section 20.2 of the WorkSafeBC OHS Regulation,
 - .2 post the Notice of Project at the Place of the Work, and
 - provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Place of the Work.
- 14.6 Within three (3) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the Owner with the Contractor and all Subcontractor's Workers' Compensation Board regulation numbers.
- 14.7 Within three (3) Business Days of the Owner delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with the Workers' Compensation Board and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- 14.8 The Contractor shall conduct all due diligence inquiries of all applicable City and property owner staff and departments in order to ascertain what, if any, information is known or has been recorded by the Owner's staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City and property owner's staff and City records for this purpose.
- 14.9 The Contractor will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to
 - .1 unpaid Workers' Compensation Board assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by the Workers' Compensation Board to constitute a breach of the WCB OH&S Regulation or other failure to observe safety rules, regulations and practices of Workers' Compensation Board, including any and all fines and penalties levied by the Workers' Compensation Board, or,

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any breach of the Contractor's obligations under this GC 14.

GC15 BONDS

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

GC16 LIENS

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

GC17 INDEMNITY

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

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GC18 APPLICATION FOR PAYMENT

- 18.1 When the Contract Time is more than Thirty (30) days, applications for payment shall be made monthly and shall be delivered to the City on the 25th day of each month commencing with the first calendar month following the issuance of the Notice to Proceed.
- 18.2 As a condition of payment each application for payment shall include the following:
 - (a) A Progress Invoice, including breakdown of the portion and value of Work completed to date, which when certified by the City shall be used as the basis for payment;
 - (b) A Statutory Declaration in a form provided by the City and sworn orally before a Notary Public or Commissioner for Oaths for the Province of British Columbia stating that all wages and all accounts for purchase of materials, equipment employed in or about the Work, and amounts due to Subcontractors and Supplies have been paid; and
 - (c) A letter from the Workers' Compensation Board confirming that the Contractor is in good standing with the Board.
- 18.3 Applications for payment received by the City after the time provided above will not be payable by the City until the end of the first (1st) month following the date of actual receipt.

GC19 PROGRESS PAYMENT

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

GC20 SUBSTANTIAL PERFORMANCE OF THE WORK

- 20.1 When the Contractor considers that the Work has been "completed", as the term has been defined in the *Builders Lien Act*, the Contractor shall prepare and submit to the City a comprehensive list of items to be completed or certified and apply for a review by the City to establish that the Contract or subcontract forming part of the Contract has been completed.
- 20.2 No later than 10 working days after the receipt of the Contractor's list and application, the City will review the Work to verify the validity of the application, and promptly after completing the review, the City will determine whether or not there is Substantial Performance of the Work.
- 20.3 Where, pursuant to paragraph 20.2, the City has determined that there is Substantial Performance of the Work, the City will promptly issue the Certificate of Substantial Performance of the Work.
 - .1 For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance will serve as the Contract's or Subcontract's certificate of completion and the date of the Substantial Performance of the Work stated in the certificate will be deemed to be the date of the certificate's issuance.
 - .2 All deficiencies and defects in the Work will be described in reasonable detail by the City and appended to the Certificate of Completion.
 - .3 In addition to the holdbacks and deductions described in paragraph GC 19, the City may also holdback from payment following issuance of a Certificate for Completion of the

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Work an amount equal to twice the value of all deficiencies and defects identified in the Certificate of Substantial Performance or as otherwise identified and determined by the City.

GC21 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC22 PROGRESSIVE RELEASE OF HOLDBACK

22.1 Despite the provisions of GC 20 - SUBSTANTIAL PERFORMANCE OF THE WORK, AND GC 21 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, and despite the wording of any certificate issued by the City, the Contractor will remain fully liable for the Subcontract work or Products and all of the Contractor's obligations under the Contract pending the issuance of the Final Certificate for Payment and will remain responsible for the correction of defects or deficiencies in the Work regardless of whether or not such deficiencies or defects were apparent when the certificates were issued.

GC23 PAYMENT ON TOTAL PERFORMANCE OF THE WORK

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

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

GC24 CLEANUP AND FINAL CLEANING OF WORK

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

GC25 CONSTRUCTION SCHEDULE

25.1 The Contractor shall within ten (10) days after receipt of the Notice of Award prepare and submit to the City a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time.

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GENERAL REQUIREMENTS

1.0 SUMMARY OF WORK

- 1.1 The Work generally consists of, but is not necessarily limited to the following:
- a) The roof of the Relay building within the Manitoba Works Yard requires a full replacement due to current leakage issues. The City requires the replacement roof to be either a 2-ply elastomeric mopped base and torched cap sheet membrane or a 2-ply elastomeric torched base and torched cap sheet membrane. The City, at its own discretion, shall choose the type of roof after the closing of this ITT and provide this information to the successful Tenderer. All materials used to replace the roof as well as the finished roof shall meet or exceed the RCABC 10 year guarantee.

The Work is more particularly defined in Appendix 3 - Scope of Work.

2.0 SITE COORDINATION AND COOPERATION

- 2.1 The Contractor will coordinate and cooperate with the City, in all matters relating to the Work including use of the City property, and loading and off-loading of materials.
- The Contractor is advised that daily functions *must* occur without physical restrictions, noise, dust and other interferences. Screens, hoarding and signage must be installed to ensure public safety at all times. All noisy and disruptive work shall occur at night and on weekends.
- 2.3 Access to the building and floor areas must be coordinated with the City. On site parking will be for loading and unloading only.

3.0 PERMITS AND REGULATORY REQUIREMENTS

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

4.0 HOURS OF WORK

- 4.1 The Work shall be carried out during the working hours stipulated as acceptable by the City.
- In the event it is necessary to perform work outside such normal working hours, the Contractor shall obtain written approval from the City.

5.0 WORK AREA

The area of the site upon which the Work is to be conducted is shown in Appendix 3 - Scope of Work. The Work and the operation of vehicles and machinery, storage of equipment, materials and/or supplies must be contained within such designated area or in such areas designated by the City.

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5.2 If revision of the work area boundaries is necessary, the Contractor shall contact the City and shall not trespass or conduct any Work outside such boundaries (save in the case of emergency) without prior authorization by the City.

6.0 PROTECTION OF EXISTING FACILITIES

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

7.0 EXISTING CONDITIONS

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

8.0 ASBESTOS

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

9.0 PROGRESS MEETING

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

10.0 CONSTRUCTION SAFETY

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

11.0 ACCESS TO SITE

11.1 The Contractor shall apply for and pay for all permits required for approved site ingress and egress locations, use of sidewalks, street access, BC Hydro wires, use of street parking spaces for construction purposes, and delivery facilities, etc., relevant to the Work.

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11.2 The Contractor shall comply with all access traffic and delivery requirements stipulated in connection with the issue of such permits.

12.0 TEMPORARY FACILITIES

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

13.0 FINAL CLEANING

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

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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 250 West 70th Street, Vancouver British Columbia;
- 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 purpose of WorkSafeBC Legislation;
- e) "Project" means City Archive Roof Top Unit Perimeter Roofing Repair at Manitoba Works Yard, 250 West 70th Street Vancouver, British Columbia, as contemplated by the Contract Documents, and includes all the Work;
- f) "WCA" means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) "WorkSafeBC Legislation" means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- h) "WorkSafeBC" means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

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2.0 PRIME CONTRACTOR'S RESPONSIBLITIES

Proof of Qualification to act as Prime Contractor

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

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

- Conduct all necessary and appropriate inquires 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.

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

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

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

- Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.

 Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

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

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

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

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

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

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

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FINANCIAL SERVICES GROUP Supply Management Purchasing Services

Invitation to Tender No. PS10215 Manitoba Works Yard Relay Building Roof Replacement

To acknowledge your intent to attend the Site Visit being held to view the installation site of the project, please submit this form to the person identified below by

Donna Lee Administrative Assistant City of Vancouver Fax: (604) 873-7057

Email: purchasing@vancouver.ca

Your details	s:	
Tenderer's	s Name:	
	_	"Tenderer"
Address:		
_		
Telephone	·	Fax:
	_	
Key Person:	Contact	
E-mail:		Incorporation Date:
O:	ur compan	y WILL
		Authorized Signatory and Name of Company (Please print)
		E-mail Address (Please print)
		Date

SCOPE OF WORK

PART 1. GENERAL

- 1.1 The Contractor shall undertake to provide all equipment, labour and materials necessary to complete re-roofing of all roof areas as indicated in Appendix 4 Roof Plan.
- 1.2 The roofing membranes and metal flashings are to be installed to specifications and to R.C.A.B.C. standards for 10 year guarantee. Application of roofing systems is required to meet Factory Mutual Class 1 Construction.
- 1.3 The Contractor shall provide a site specific Health and Safety Plan and ensure that at all times proper safety measures are provided to the public and building employees.
- 1.4 All current WorkSafeBC safety requirements and fall protection guidelines shall be followed.
- 1.5 Contractor shall provide 24 hour contact person in case of emergency.
- 1.6 The Contractor shall perform pre-site walkthrough and advise Owner/tenant in regards to covering of building contents during re-roofing and provide to the Owner clean poly or tarps as needed to cover building contents. Contractor will not be responsible for clean-up from residual dust or debris from normal roofing activities provided schedule, proper notification and co-ordination of work is provided to Owner and tenant. Cost for any Clean-up of debris and repair of damage as a result of careless roofing activities, as deemed by the Owner and Consultant, or a lack of co-ordination and notification, as described above, by the Contractor will be the responsibility of the Roofing Contractor. Roofer will advise Owner and tenant of areas requiring special safety precautions during re-roofing operations.
- 1.7 Washroom facilities are to be provided by the Contractor for their own personnel.
- 1.8 Metal Flashing colour to be approved by Owners.

1.9 Built-Up Roofing System:

- (a) Tear-off existing roof system to existing insulation. Existing to be saved and replaced where damaged. Consultant to review and approve insulation where to be replaced.
 - Note: This roof has open wood decking below. Best efforts should be made to save first layer of deck insulation overlay.
- (b) Pricing shall include for all disposal and dump charges. Provide enclosed chute for disposal.
- (c) Install laminated kraft; mechanically fasten 1 layer of new 1.5" isocyanurate insulation over prepared substrate, taped joints.
- (d) Fully mop 1 layer of new 7/16" fibreboard, new membrane and metal flashings.
- (e) A two (2) ply elastomeric modified membrane (mopped base and torched mineral cap sheet finish) installed over insulation. 10-year R.C.A.B.C. guarantee.
- (f) Provide for new overflow scuppers 2 per roof minimum. Where applicable locate at existing locations.
- (g) All overflow scuppers must have colour matching exterior cover flashing/wall plate. Scuppers to have minimum 3.0" outlet.
- (h) Check all scuppers / drains to confirm that they are free flowing with no back-up.

- (i) Install ¾" plywood or 1.5" thick wood plate to slope parapet cap. Must have minimum ¾" slope.
- (j) Install new 4" x 4" wood cant strip as needed. Cant strip required at all perimeters, upstands and curbs. Install new blocking as needed.
- (k) Re-use existing blocking and cant where in good condition.
- (I) Installation of blocking and wood cants to perimeter edge to be installed to same elevation to all perimeters. Minimum 4.0" height to be maintained at all exterior perimeters.
- (m) Contractor to include & arrange for any disconnection and reconnection of service lines to equipment where required. Owners Mech. Trade to include for all equipment modifications for curb height changes.
- (n) Contractor is responsible for all lifting and co-ordinating shut-downs that are acceptable with Owners.
- (o) Where lines are flexible and have sufficient clearance, roofed in boxes or metal sleeves may be permitted.
- (p) Contractor to include for raising all curbs & roof penetrations, vents & pipes to minimum 8" height requirements.
- (q) Ensure all screws do not penetrate through underside of deck. Use minimum acceptable length. Check deck for conduit.
- (r) Allow for picture frame for 1 metre around any fixed equipment curb openings. Base stripping, field cap sheet and cap stripping to be set in adhesives or by self-adhering method. No torching for 1 metre. Other application must be approved by Consultant and within manufacturer installation guidelines.
- (s) Cap flashing to extend down past existing lines and minimum 4.0" face. Minimum 2.0" past any blocking / exterior cladding joint.
- (t) Provide all new vent roof stacks, caps and related roof flashings.
- (u) Provide approved elastomeric coating to base of metal "b" vents up 4.0" minimum as per R.C.A.B.C. requirements. Soprema alsan or other approved by membrane manufacturer.
- (v) Access to roof shall be externally by secured scaffolding or ladder.
- (w) Renew all metal flashings. Completely flash roof perimeters. Install new flashings to all protrusions and extend to roof level.
- (x) Remove and dispose concrete blocks on roof and West parapet.

2.0 Fire Preventative Measures:

- 2.1 Maintain fire (Chemical and water) extinguishers at all roofing operations where torching being carried out. Also maintain fire extinguisher at kettle site. Minimum 1 extinguisher per torch.
- 2.2 When leaving materials and equipment stored at re-roofing site, a potentially dangerous condition can exist, and therefore the following procedures suggested by the Fire Department must be adhered to when carrying out work of this section.
- 2.3 Do not store any roofing or equipment within 100 feet of the building when your Roofing crew is not on the jobsite.
- 2.4 All propane tanks must be removed from the site each night.

- 2.5 Ladders must be removed from the site each night.
- 2.6 Gravel hoists (ladder type) must be removed to prevent person or persons getting onto the roof at night.
- 2.7 Advise suppliers to supply materials when roofing crew is at jobsite.
- 2.8 Remove garbage bins each day. Do not leave flammable materials in bins overnight. Arrange with Custodians or Maintenance to have access to site to remove bins.

3.0 Storage & Handling:

- 3.1 Provide and maintain dry, off-ground weatherproof storage.
- 3.2 Store rolls of roofing membrane on end.
- 3.3 Remove in quantities required for same day use.
- 3.4 Storage of materials shall be as required by manufacturer.
- 3.5 Provide heated storage for materials as needed for application requirements.

4.0 Identification and Delivery:

- 4.1 Indicate manufacturer's name & brand and compliance with applicable standards on containers or wrappings.
- 4.2 If requested, make available copies of purchase orders to Consultant.

5.0 Environmental Requirements:

- 5.1 Stop work when temperature prevents proper adhesion of asphalt or adhesive takes place. Apply to manufacturer requirements.
- 5.2 Use only dry materials and apply only during weather that will not introduce moisture into roofing system.

6.0 Compatibility:

6.1 Compatibility between components of roofing system is essential. Materials to be incorporated into the system must be compatible.

7.0 Inspection and Warranty:

7.1 INSPECTION:

- (a) The Consultant shall carry out inspection of;
 - .1 preparation of surfaces
 - .2 re-roofing application
 - .3 metal flashing installation
- (b) Contractor shall include inspection 4% as part of the Guarantee program. Inspection fee does not include guarantee or re-inspection charges which are included in the guarantee fee.
- (c) Notify the Consultant a minimum of 48 hours prior to commencement of work. If work stoppage is due to inclement weather or shortage of materials, it is this Contractor's responsibility to notify the inspection authority prior to returning to the work site.
- (d) Cooperate and assist inspection authorities.

- (e) Work to be inspected as outlined in R.C.A.B.C. inspection procedures. In addition, inspection procedures required by membrane manufacturer(s) shall be followed.
- (f) The following failures to be considered defective work: undue expansion or movement, leakage, lifting, splitting, buckling, fishmouthing.

7.2 WARRANTY:

- (a) Upon completion of work, the Contractor hereby warrants that the roofing membrane and membrane flashings will stay in place and remain leak-proof in accordance with 10 year R.C.A.B.C guarantee.
- (b) Upon completion of work, provide a MANUFACTURER'S TEN (10) year Warranty and a ten year (R.C.A.B.C.) Roofing Contractors Association Guarantee.
- (c) Period on guarantee to commence 30 days after final inspection and approval certificate from inspection authority.
- (d) Guarantee does not release responsibility for roofing defects.

8.0 Plant & Equipment:

- 8.1 Use only kettles equipped with thermometers or gauges in good working order.
- 8.2 Locate kettles or tanker in safe place outside of building or, if approved by Consultant on noncombustible roof at pre-designated location to avoid danger of igniting combustible material below.
- 8.3 Locate kettles considering direction of prevailing winds, building fans and air handling units to prevent smoke and fumes entering surrounding occupied buildings. If wind direction causes smoke and fume problems, relocate kettle on daily basis when directed by Owner or Consultant.
- 8.4 Maintain continuous supervision while kettles are in operation and provide metal covers for kettles to smother flames in case of fire.
- 8.5 Use only fibreglass roofing mops.
- 8.6 Do not leave roofing mops unattended on roof; store away from building and combustible materials.

9.0 Protection:

- 9.1 Face of buildings to be tarped, where necessary, to prevent damage to wall finish during roofing operations. Use enclosed chute for disposal.
- 9.2 Damage to inside of buildings or contents during roofing operations will be repaired by Contractor or Owners forces and will be billed back at cost to this Contractor.
- 9.3 Clean off drips and smears of bituminous material.
- 9.4 Prevent traffic over completed roofing except where required by work above roof level. Comply with precautions deemed necessary by Consultant. Repair damage caused by non-compliance with Consultant's requirements.
- 9.5 At end of each day's work or when stoppage occurs due to inclement weather, provide protection for completed work and materials out of storage.
- 9.6 When work must continue over finished or existing roofing membranes, protect surface with minimum 12.5mm thick plywood.
- 9.7 Fence off areas at ground level where equipment to be used.

- 9.8 Any costs, damages to building or property, delays or business interruption to the Owner as a result of negligent work under this contract shall be invoiced and charged against the contract value.
- 9.9 Contractor shall be responsible for maintaining building watertight once work, equipment or materials have been loaded or when work as commenced on each roof area.
- 9.10 Avoid splashing bitumen on adjacent finished surfaces.
- 9.11 Remove bitumen splashes, runs, etc., where they occur and make good finished surfaces if damaged. Repair any damages to premises to Owners satisfaction.
- 9.12 All clean-up to be performed to Owner's & Consultant's satisfaction.
- 9.13 During re-roofing, protect contents of buildings and grounds and upon completion of work clean area of all debris.
- 9.14 Upon completion, check all flashings and building walls and clean away asphalt drippage. Clean area of debris and asphalt.
- 9.15 Remove debris from roof each day after completion of work.

PART 2. MATERIALS:

- 1.1 All membrane materials for re-roofing shall be from one manufacturer.
- 1.2 Type 3 roofing asphalt to C.S.A. specifications and to R.C.A.B.C. requirements.
- Provide sloped ¾" plywood or wood 1.5" thick plate to top of parapet to slope inwards. Install 4" x 4" wood cants and/or blocking as needed. Add perimeter blocking to maintain minimum 4.0" height. Slope of cap to be minimum ¾" inwards.
- 2.0 Insulation & Overlay:
- 2.1 1-layer laminated kraft dry sheet, Constop or other approved. Adhesive for laps and seams.
- 2.2 Insulation, 1-layer 1.5" polyisocyanurate insulation, mechanically attach by screw & disc method 1st. layer. Taped joints. 1-layer asphalt impregnated fibreboard insulation, 7/16" thick. Fully mop in hot asphalt.
- 2.3 Repair any damaged insulation on a unit cost basis. Base cost on 7/16" fibreboard insulation.
- 3.0 Membrane:
- 3.1 Two (2) ply elastomeric modified membrane systems approved for mopped base and torch applied mineral cap sheet. Colour to be <u>light grey</u> or other standard colour approved by Owner. Include for 3mm elastomeric modified base sheet stripping ply with thermofusible film both sides.
- 3.2 Elastomeric modified base sheet 2.2mm minimum thickness, S.B.S. modifier, 180 gms. / sq.m. polyester reinforcement. Bottom surface to be sanded for mopping and top surface to have thermofusible film for torching.
- 3.3 Elastomeric modified base sheet for stripping plies 3.0mm minimum thickness, S.B.S modifier, 180 gms/sq.m. polyester reinforcement. Base sheet to be part of accepted system approved by Consultant. Both surfaces to have thermofusible film surface. Pre-strip all combustible areas, curbs and perimeters, with 1-ply self-adhering 180 flam stick base sheet. Self-Adhering or adhesive only method for equipment curbs for 1 metre.

- 3.4 Elastomeric modified mineral surface cap sheet to be torchable cap sheet. Cap sheet to have S.B.S. modifier, reinforcement to be 180 gms/sq.m. polyester. Thickness to be minimum 4.0mm at selvage edge. Cap sheet to have slate surface and be light grey in colour. Product to be part of accepted system approved by Consultant.
- 3.5 The following 2 ply roof systems are approved for mopped base and torch applied cap sheet systems providing meet Factory Mutual Class 1 Construction;

(1) Soprema / Siplast / Iko or other approved by Consultant

- 3.6 The self-adhering S.B.S. base sheet for stripping to be 180 re-enforced Flam Stick.
- 4.0 Membrane Flashings:
- 4.1 Stripping membrane;
 - (a) One Ply pre-strip membrane.
 - (b) Two Ply stripping membrane Cants: 1 ply elastomeric modified 180 base sheet torch applied & 1 ply elastomeric modified 180 mineral cap sheet torch applied.
- 4.2 180 flam stick to be used at all walls and exposed wood locations. Flam stick to be used at all parapets. No torching directly to exposed wood. At high wall / non removable units or other hazardous locations use adhesive method for 1 metre picture frame method.

5.0 Sheet Metal Flashings:

- 5.1 Flashing & Counter-flashing;
 - (a) General, 0.71mm (24 gauge) galvanized iron metal, factory baked enamel coated. Standard Colour to Owners approval. 10000 series or better.
 - (b) Plumbing pipes and caps to be: .081 gauge aluminum metal as manufactured by Menzies Metal Products except where rigid flashing cannot be used install 1.3 kg sheet lead flashing. Menzies vandal-proof locking caps. Stainless screws.
 - (c) Overflows, Scuppers and scupper drains to be shop fabricated to R.C.A.B.C. detail design. Copper metal, double coated (16 oz.) with full roof flange. Shop made flat screens to be made to clip into scupper. Fit scupper size to existing openings Minimum 3.0" outlets.
 - (d) All scuppers must have matching sealed face plate flashing on exterior.
 - (e) Roof drains to be: Install new lead flashing at cast drains. Spun copper (Marathon or equal) for replacement of existing drains unless otherwise indicated. Internal drains use "U" flow seal connectors where stem is over 2.0" and "MJ" clamp.

6.0 Sealant:

6.1 Sealant: 1 or 2 part polyurethane, Dow Chemical, PRC Rubber Calk, Tremco Dymonic or other approved by Consultant.

PART 4. ACCEPTANCE OF SURFACE:

- 1.1 Inspect roof decks and report any defects to Consultant in writing.
- 1.2 Commencement of work indicates acceptance of surfaces and assumption of responsibility for finished condition.

PART 5. PREPARATION OF DECK:

- 1.1 Remove metal flashings and existing roofing to original surface, deck overlay or deck if not salvageable.
 - Note: Open wood decking exposed ceiling. Retain existing insulation & replace damaged upon approval of inspector.
- 1.2 Upon approval of Owner, replace any rotted or damaged insulation on a unit cost basis. Where insulation replaced due to rot, expose deck and check for damaged wood deck. Report any rotted or damaged decking. Any deck repairs shall be on a unit cost basis.
- 1.3 Provide secure, watertight, temporary covering if equipment not reinstalled same day.
- 1.4 Install sloped wood plate.
 - Raise all curbs and extend all plumbing pipes and vent ducts as necessary to minimum 8" R.C.A.B.C. requirements.
 - Provide new wood blocking and cant strip as needed. Cant strip required at all upstands, curbs and perimeters.
- 1.5 Check top of deck for any conduit prior to screwing & discing of insulation. Do <u>not</u> screw through to underside of decking as it is exposed.
- 1.6 Provide interior tarping as required and advise Owners / tenant schedule for construction and work areas.
- 1.7 Maintain building watertight at all times.

PART 6. INSULATION APPLICATION:

- 1.1 To prepared insulation surface install 1 layer laminated kraft underlay sheet, adhesive for laps, 1 layer 1.5" isocyanurate, mechanically fastened to deck to R.C.A.B.C. standards using screw & disc method. Tape joints.
- 1.2 Install 1 layer of 7/16" fibreboard overlay in full mopping of asphalt. Stagger joints.
- 1.3 Recess all drains by (4'x 4') area.

PART 7. SELF-ADHERED STRIPPING:

- 1.1 Install 1-ply self-adhering elastomeric 180 flam-stick membrane as pre-stripping to all combustible perimeters, curbs & parapets. Extend up & over all parapets to drip edge.
- 1.2 Install strip before or after installation of mopped base sheet. Extend onto roof 6" from base of cant strip. Install additional nails to hold to wall as needed. Prime curbs and parapets.

PART 8. BUILT-UP ROOFING: TWO PLY ELASTOMERIC MODIFIED MEMBRANE

- 1.1 Apply an elastomeric modified membrane system over insulation to the following specification.
- 1.2 To the prepared insulation surface, mop on the elastomeric modified base sheet. Embed in Type 3 roofing asphalt to manufacturer's requirements. Carry base sheet to top of cants or up minimum of 4.0". Torch remove all polyethylene surfacing at laps <u>prior</u> to mopping. Ensure minimal bleedout at seams. Heat roll and allow to relax prior to mopping (for picture framing 1 metre out use sanded base).
- 1.3 All laps and seams are to be torched and trowelled prior to cap sheet application and must have minimal bleed-out.
- 1.4 Prior to commencement of torching, check all fire extinguishers to make sure that they are in working order. Provide one fire extinguisher for each propane torch unit.
- 1.5 Over flam stick, Torch on 1-ply 3mm. elastomeric modified base sheet stripping ply (thermofusible film both sides).
- 1.6 Unroll elastomeric modified mineral cap sheet and allow to relax prior to application. In cold weather, both base and mineral cap sheets to be stored in heated area until use (for picture framing 1 metre out- use sanded cap sheet in full adhesive or self-adhering application).
- 1.7 Set mineral cap sheet and after relaxing sheet, re-roll approximately one half of the roll. Direct propane torch along underside of roll, melting the surface modified bitumen; preheat seams of previous roll concurrently.
- 1.8 Unroll membrane as modified bitumen melts. Ensure small bleed out at seams.
- 1.9 Push first roll back after starting to check for full bonding of the membrane.
- 1.10 Bevel 'T' joints at roll ends and repair 'fishmouths' using a torch heated trowel. All granules to be heat set and embedded at all laps or end joints.
- 1.11 Re-roll opposite end and repeat process. Extend cap sheet to top of cant strip.
- 1.12 Torch apply 1-ply mineral cap sheet stripping.
- 1.13 Sheet material with loose granules will NOT be acceptable.
- 1.14 Maintain a fire watch for at least two (2) hours after completion of torching each day.
- 1.15 Remove debris from roof each day after completion of work.

PART 9. BASE MEMBRANE FLASHINGS:

- Over pre-stripping at walls, parapets, units and pre-stripped combustible roof areas, Install 1-ply torch-on base, Carry onto roof surface a minimum of 150mm. (6") and up interior vertical surfaces and over perimeters to drip edge (for picture framing use sanded base & cap sheet stripping in full adhesive or self adhering membranes).
- 1.2 Mineral cap sheet stripping to be torch applied and carried 150mm. (6") onto roof surface. On low parapets extend cap sheet to exterior face edge of parapet. Mechanically fasten top edge to hold in place. At cant edge details or low parapets extend over & down face.
- 1.3 All stripping plies are to be installed in maximum 1 metre wide pieces and must have minimal bleedout.
- 1.4 All stripping plies are to be installed by hand using mechanical roller.

1.5 For picture framing membranes – leading edge of membrane must be heat sealed for minimum of 1.0".

PART 10. DRAINS, SCUPPERS, RAIN WATER LEADERS & GUTTERS:

- 1.1 Install new copper spun drains at all drains. All flanges fully soldered and primed. Set in full mastic and mechanically attach to deck over membrane. Install using lexsuco "U" flow seals. Install stem with additional mechanical "MJ" Clamp to pipe.
- 1.2 Overflow scuppers to be copper 3" diameter pipe or boxed and flanged copper trough to fit existing sized openings. Provide metal cover on exterior face to match flashings.
- 1.3 At cast iron drains, re-tap and install new #3 lead flashing set in full bed of mastic. Wire brush and paint.
- 1.4 Detachable metal strainers only.

PART 11. METAL FLASHINGS:

- 1.1 New flashings 2400 or 3000 mm. lengths 0.71 mm. (24 gauge) baked enamel coated galvanized iron metal. 10000 series or better. Colour to be approved by Owner.
- 1.2 New flashings to have standing seams or 'S'-locks, sealed with polysulphide sealant. On horizontal surfaces, inside & outside corners, use standing seams only.
- 1.3 All exposed edges of flashings shall be hemmed a minimum of 1/2" for rigidity. Proper allowance shall be made for expansion and contraction.
- 1.4 Flashings to be installed at all perimeters, parapets, curbs, control joints, and penetrations.
- 1.5 Renew metal flashings at equipment bases, hatches, fan bases, skylight and chimneys. Completely flash inside of parapet walls. Flashings to carry to within 1" of roof surface.
 - Minimum 4" face with minimum 2" past joint in blocking and ½" past existing paint lines. Use matching cladding screws and washers in cladding where needed.
- 1.6 24 gauge Enamel coated galvanized vents to be rectangular with galvanized 6.25mm. (1/4") bug screen-shop made.
- 1.7 Use concealed fasteners.
- 1.8 Install new Menzies spun aluminium flashings at plumbing vents and electrical conduits. Set roof flange in modified plastic cement, fasten and seal to roof with two (2) ply stripping.
- 1.9 Menzies spun aluminum vandal-proof locking vent caps to be fastened in place. Stainless steel screws.
- 1.10 At all service lines, install single piece rubber boot flashing at top of roof jack. Install stainless clamps to both jack and to service line to seal. Where line cannot be disconnected alternate method such as fully sealed in 8" high metal box, with full elastomeric sealer and clamped boot may be permitted.
- 1.11 All metal strip in galvanized vents shall be coated with Elastomeric coating for bottom 4.0". Must be approved by manufacturer. Soprema Alsan or other approved.

<u>PART 12. ALTERNATIVE SPECIFICATION FOR NON-ASPHALT 2-PLY S.B.S. TORCHED</u> <u>BASE & TORCH CAP MEMBRANE</u>

DELETE:

- 1 layer fibreboard
- 1 layer 180 mopped P/S base sheet

ADD:

<u>Materials:</u>

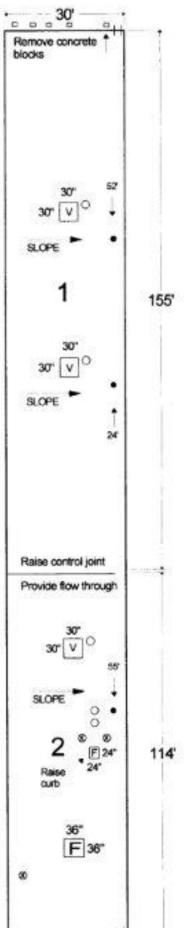
- (a) 1 layer torchable overlay board ¼" Sopraboard or other approved.
- (b) Self-adhering fireguard tape for seams & plates.
- (c) 1-ply 3mm. thick 180 S.B.S. flam base sheet.

<u>Installation:</u>

- (a) Tear-off to existing insulation/deck, and preparation as specified.
- (b) Mechanically attach 1 layer torchable overlay board over isocyanurate, taped joints & fasteners.
- (c) Pre-strip as required.
- (d) 2-ply fully torched (180 S.B.S. flam base & 180 S.B.S. flam cap sheet) roof membrane.
- (e) Membrane and stripping as per general specifications.
- (f) 2 ply elastomeric modified membrane (torched base and torched mineral cap sheet finish) stripping plies.
- (g) Cold process membrane application for picture framing.
- (h) New metal flashings as specified.

NO OTHER CHANGES TO SPECIFICATION.

This Appendix 4 - Roof Plan becomes part of the Tender Document and is attached separately.



RELAY BUILDING: BOTH AREAS IN CONTRACT

Existing: Wood T&G deck (exposed)

1" fibreboard insulation

gravel finish.

4-ply B.U.R. membrane &

LEGEND V-VENT C - CHIMNEY ROOF JACK || OVERFLOW SCUPPER CAST DRAIN F-FAN

PHOJECT	RELAY BUILDING
ADDRESS.	250 W. 70th. Ave. Van.
OWNERS.	City of Vancouver
DRAWING	ROOF PLAN
MALE A	PPROX. AS SHOWN ON DRAWING
DATE	July 2010
COMBULTANT	NORTHWEST INSPECTION LTD.