



INVITATION TO TENDER NO.PS20140179 (the "ITT")

BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE

Tenders are to be addressed to Supply Chain Management, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and must be received prior to 3:00:00 p.m. Vancouver Time (as defined in Note 3 below), on Tuesday, November 4, 2014 (the "Closing Time"). Tenders will be publicly registered at 3:30:00 p.m. on Tuesday, November 4, 2014.

NOTES:

1. Tenders may be delivered by couriers or otherwise in person at the Main Floor Rotunda Information Desk at the address specified above, prior to the Closing Time.
2. Tenders must be in sealed envelopes or packages marked with the Tenderer's name and the ITT title and number. Tenderers should submit one copy of the Tender and one copy of each other document required by the Tender Documents.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. DO NOT SUBMIT TENDERS BY FAX OR E-MAIL.
6. All queries related to this ITT should be submitted in writing to the attention of:

Dino Goundouvas, Contracting Specialist

Fax: 604-873-7057 Email: dino.goundouvas@vacnouver.ca

(the "Contact Person")

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
TABLE OF CONTENTS

PART A - INTRODUCTION

Pages 1 to 3

- 1.0 Overview of Project
- 2.0 Sustainability
- 3.0 Tender Documents
- 4.0 Mandatory Information Meeting
- 5.0 Administrative Requirements
- 6.0 Conduct of ITT - Inquiries and Clarifications
- 7.0 Eligibility to Participate

APPENDICES TO PART A - INTRODUCTION

- Appendix 1 Information Meeting Attendance Form (1)
- Appendix 2 Response Notification Form (1)
- Appendix 3 Scope of Work (3)
- Appendix 4 Hazmat Requirements/Report (37)

PART B - TERMS AND CONDITIONS OF ITT PROCESS

Pages 1 to 11

- 1.0 Definitions and Interpretation
- 2.0 Submission Instructions
- 3.0 Bonds
- 4.0 Tender Price
- 5.0 Acceptance of Tenders
- 6.0 Award of Contract
- 7.0 Examination of Tender Documents
- 8.0 Site Examination/Pre-Submission Due Diligence By Tenderer
- 9.0 Interpretation and Clarifications
- 10.0 Product Approval
- 11.0 Insurance
- 12.0 WorkSafeBC
- 13.0 Labour Rates and Equipment
- 14.0 Lists of Subcontractors and Suppliers
- 15.0 Permits, Licenses and Fees
- 16.0 Non-Resident Withholding Tax
- 17.0 No Claim Against the City
- 18.0 Dispute Resolution
- 19.0 Confidentiality and Privacy
- 20.0 Release of Information Restricted

PART C - FORM OF TENDER

Pages FT1 to FT23

- 1.0 Tender Price and Schedule
- 2.0 Electronic Payments Acknowledgement
- 3.0 Irrevocability; Notice of Award
- 4.0 Notice to Proceed
- 5.0 Conditions
- 6.0 Addenda, Amendments and Questions and Answers
- 7.0 City Pre-Contract Hazard Assessment - **Deliberately Omitted**
- 8.0 Certification
- 9.0 Labour
- 10.0 Contract Terms in Part B of the ITT
- Schedule "A" Schedule of Quantities and Prices
- Schedule "B" Preliminary Construction Schedule

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
TABLE OF CONTENTS

Schedule "C"	Subcontractors and Suppliers
Schedule "D"	Tenderer's Experience with Related Work
Schedule "E"	Force Account Labour & Equipment Rates
Schedule "F"	Form of Consent of Surety
Schedule "G"	Sustainability
Schedule "H"	Certificate of Insurance
Schedule "I"	Certificate of Existing Insurance
Schedule "J"	Undertaking of Insurance
Schedule "K"	Declaration of Supplier Code of Conduct Compliance
Schedule "L"	Conflict of Interest Declaration
Schedule "M"	Enviro-Pollution Insurance Requirements Acknowledgement

PART D - FORM OF AGREEMENT

Form of Agreement

Pages AGT1 to AGT65

Definitions and General Conditions of Stipulated Price Contract
(CCDC2 - 2008 - not attached, but incorporated by reference - see
<http://www.ccdc.org/downloads/index.html>)

Schedule 1 - Supplementary General Conditions
Schedule 2 - List of Specifications and Drawings
Schedule 3 - Schedule of Prices
Schedule 4 - Subcontractors and Suppliers
Schedule 5 - Project Schedule
Schedule 6 - Performance and Labour and Material Payments Bonds
Schedule 7 - Insurance Certificate
Schedule 8 - Deliberately Omitted
Schedule 9 - Deliberately Omitted
Schedule 10 - Force Account Labour and Equipment Rates

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART A - INTRODUCTION

1.0 OVERVIEW OF PROJECT

- 1.1 The City of Vancouver (the "City") invites Tenders for the deconstruction of a City owned building located at 1696 West 5th Avenue.
- 1.2 The Work generally includes, but is not limited to:
- Removal from the site the existing building
 - Hazardous materials abatement
- 1.3 The Work Site is located at 1696 West 5th Avenue, Vancouver, British Columbia. The Work Site is further described in the Tender Documents. The general locations of the main entrance and on-site roads are shown on the Site Plan attached as **Appendix 3**.
- 1.4 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost-effectively perform and complete the Work.

2.0 SUSTAINABILITY

- 2.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Tenderer is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct.
- 2.2 A Contractor is to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a Contractor supply materials, and where such materials may cause adverse environmental effects, each Tenderer should indicate the nature of the hazard(s) in its Tender. Furthermore, each Tenderer should advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 TENDER DOCUMENTS

- 3.1 The Tender Documents are:
- (a) Part A - Introduction, and its appendices:
 - (i) Appendix 1 - Mandatory Information Meeting Attendance Form;
 - (ii) Appendix 2 - Response Notification Form;
 - (iii) and Appendix 3 - Scope of work;
 - (b) Part B - Terms and Conditions of ITT Process;
 - (c) Part C - Form of Tender (including all schedules),
 - (d) Part D - Form of Agreement (including all schedules);

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART A - INTRODUCTION

- (e) the Specifications (provided separately and to be incorporated into the Contract when finalized);
- (f) the Drawings (provided separately and to be incorporated into the Contract when finalized);
- (g) all addenda or amendments to the ITT, and all questions and answers in connection with the ITT, issued in writing by the City prior to the Closing Time, as well as any addenda, amendments or questions and answers issued in writing by the City after the Closing Time and accepted in writing by the Tenderers.

4.0 INFORMATION MEETING

- 4.1 Tenderers are required to attend the mandatory information meeting (the "Mandatory Information Meeting") on **Thursday, October 23, 2014** commencing at 10:00AM.
- 4.2 The location of the Mandatory Information Meeting will be: **1696 West 5th Avenue, Vancouver**, British Columbia.
- 4.3 Tenderers are asked to pre-register for the Mandatory Information Meeting by submitting the Mandatory Information Meeting Attendance Form (Appendix 1) to the Contact Person by email prior to dino.goundouvas@vancouver.ca.
- 4.4 All Tenderers and their subcontractors are to provide their own personal protective equipment consisting of the following in order to attend the Mandatory Information Meeting:
 - Gloves;
 - Safety vest;
 - CSA Grade 1 protective footwear; and

5.0 ADMINISTRATIVE REQUIREMENTS

- 5.1 Tenderers are asked to indicate their intentions to submit Tenders by submitting the Response Notification Form (Appendix 2) to the Contact Person (dino.goundouvas@vancouver.ca) by email on or before
- 5.2 It is the sole responsibility of each Tenderer to check the City's website at <http://vancouver.ca/doing-business/open-bids.aspx> regularly for addenda, amendments and questions and answers related to this ITT.

6.0 CONDUCT OF ITT - INQUIRES AND CLARIFICATIONS

- 6.1 The City will have conduct of this ITT, and all communications are to be directed only to the Contact Person named on the cover page.

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART A - INTRODUCTION**

- 6.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.
- 6.3 The City welcomes inquiries or comments from registered Tenderers. All inquiries or comments to the City must be in written form only. All inquiries or comments must be e-mailed to dino.goundouvas@vancouver.ca prior to **Thursday, October 23, 2014**, and must in each case be addressed to the attention of the Contact Person. In response to inquiries or comments, the City, in its sole discretion, may make amendments to this ITT or may issue questions and answers to all Tenderers or post them on the City's website.

7.0 ELIGIBILITY TO PARTICIPATE

The following pre-qualified companies are eligible to submit a Tender for ITT PS20140179:

- MWL Demolition
 - Clearview Grinding
 - D. Litchfield and Company
 - Pacific Blasting
 - Assertive Excavating and Demolition
 - T and T Demolition
 - Tervita
 - Matcon Demolition
 - Envirocon Demolition
 - 3R Demolition
- 7.1 Notwithstanding Section 7.1, the City reserves the unrestricted right to consider or accept Tenders which are submitted by affiliates or joint venture partners of such pre-qualified Tenderers where, prior to or after the Closing Time, the Tenderer or its affiliate or joint venture partner provides documentation satisfactory to the City, in the City's sole discretion, that such entity or entities would have been pre-qualified by the City had such entity or entities initially applied in lieu of the pre-qualified entity.

INVITATION TO TENDER PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 1 - INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Purchasing Services

Invitation to Tender No. PS20140179

To acknowledge your intent to attend the Mandatory Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the ITT:

Dino Goundouvas
City of Vancouver
Email: dino.goundouvas@vancouver.ca

Your details:

Tenderer's Name:

"Tenderer"

Address:

Telephone:

Fax: _____

Key Contact Person:

E-mail:

We will attend the Mandatory Information Meeting for: ITT No. PS20140179, "BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE" and will have the appropriate personal protective equipment as outlined in Part A - Section 4.4.

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

INVITATION TO TENDER PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 2 - RESPONSE NOTIFICATION FORM



CITY OF VANCOUVER
Purchasing Services

Invitation to Tender No. PS20140179

To acknowledge your intent to submit a Tender and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the ITT:

Dino Goundouvas
City of Vancouver
Email: dino.goundouvas@vacnouver.ca

Your details:

Tenderer's Legal
Name:

"Tenderer"

Address:

Telephone:

_____ Fax: _____

Key Contact Person:

E-mail:

We WILL ☐ / WILL NOT ☐ submit a Tender in response to ITT No. PS20140179, "BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE" on or before the Closing Time.

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

**INVITATION TO TENDER PS2014179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 3 - SCOPE OF WORK**

PART A - DEMOLITION WORK

1. Conduct, for the site, a comprehensive site and building assessment to identify issues and risks to remove hazardous materials by:
 - A. Conducting visual and non-destructive inspections and assessments of all building equipment and systems;
 - B. Reviewing the pre-demolition hazardous building materials survey performed by TBA Consultant. (survey report to be supplied by Environmental Department, City of Vancouver).
2. Develop a demolition plan for the site. Each plan must include:
 - A. Comprehensive schedule and costs to determine the probability of 100% diversion of all banned materials (i.e.: green waste, drywall, etc.) and a minimum of 60% diversion rate net of banned materials;
 - B. Separate Hazardous abatement plan, schedule and costs and a separate Demolition plan, schedule and costs.

PART B - GENERAL REQUIREMENTS OF WORK

The Scope of Work will generally consist of - but is not limited to the following:

1.0 SUMMARY OF DECONSTRUCTION/DEMOLITION WORK

1. The Work generally consists of, but is not necessarily limited to the following:
2. To demolish the existing 1-storey plus mezzanine building, attached structures and any detached structures on the site including improvements/structures, above and below grade. All concrete foundations, floor slabs are to be removed from the site.
3. The Contractor shall comply with authorities having jurisdiction for the installation of barriers, signage and the like as required to protect properties, the public and workers.
4. The methods and sequence of demolition shall be the responsibility of the Contractor. Where applicable the demolition work shall be kept damp to control dust.
5. All waste materials shall be disposed of in an approved manner. Manifests/way bills shall be provided as proof of disposal of these materials in an approved manner. Details of location and materials taken to off-site to be summarize for review.
6. The Contractor shall take reasonable precautions to prevent a nuisance or inconvenience to the adjacent property owners and to the public generally. This provision shall not preclude the Contractor from carrying out the Work in accordance with the accepted trade practices in the demolition industry including Noise By-Law.
7. The Contractor shall take all reasonable precautions to prevent loss or damage from fire on the Site and minimize the amount of such loss and damage. The Contractor shall protect any pipes/vents that may be connected to underground storage fuel tanks.

INVITATION TO TENDER PS2014179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 3 - SCOPE OF WORK

8. The Contractor shall keep the entire site and building safe and secured wherever required including at the front, rear and side yards during the abatement, deconstruction and demolition period and also afterwards by coordinating the installation of a 6 ft height chain-link fencing with a 4 ft man-gate access at the rear lane or as otherwise instructed by the City Project Manager. The perimeter fencing shall follow all property lines on all sides. Cost of installation and setup is the Contractor's work. A secondary Option B for using temporary fencing is to be priced out as the City may choose this option, any ongoing rental costs of any temporary fencing however will be the City's costs when site has been accepted back from the Contractor.
9. The Contractor shall safe slope out the site by filling in all site hazardous depressions or ground holes on the site by re-grading the site with existing site fill. Care to be taken to ensuring that the site drainage is self-contained without impact to the adjacent neighbouring property and the front street(s) public areas especially sidewalk(s). If grading issue occurs or additional fill is required, the City Project Manager should be contacted for approval. Services/utilities locations (primarily water lines) shall be clearly identified by staking or painting where exposed.
10. Safe sidewalk, street and lane traffic access for neighbourhood area vehicles and pedestrians to be ensured with proper flag work to be implemented during demolition to ensure site safety.
Note: Please also contact and review directly with the City Engineering Department for their comments and requirements with regards to lane closures. Temporary lane closures if required do not require a permit but early notification of neighbors affected should be completed by the contractor prior to closures.
11. The Demolition Contractor will apply for the Demolition Permit and the Contractor is responsible to pick the Demolition Permit up after the Contractor has paid for all the required City of West Vancouver Demolition Application Fees and Deposits for doing their site inspection for the demolition and any requirement for any demolition damages to City Property like lanes, sidewalks and similar. Copy of the Demolition Permit is to be submitted to the City of Vancouver.
12. Tree Protection Barriers to be installed by the Contractor as per the Tree Removal Plan approved and required by the Demolition Permit and must meet the satisfaction of the Building Inspector.
13. Working proposed schedule of the deconstruction/demolition work is to be submitted and accepted prior to any PO issuance and the start of work.
14. Care and custody of the site is in the Contractor's hand once the Working Schedule and the official start date has been agreed to by both Contractor and City Project Manager. Return of the site care and custody to the City will be with acceptance by the City Project Manager once the Contractor has called for the site work clearance and take back property with a meeting on site.

INVITATION TO TENDER PS2014179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 3 - SCOPE OF WORK

15. Demo contractor to put provisions into place for protecting the adjacent property (Bordignon Marble's) front yard and building.
16. Demolition for minimizing impacts to the neighbour's working-crane front yard requires that any demo work to be done occurs in between Friday 4:00 pm to Sunday only.

INVITATION TO TENDER PS2014179
BUILDING DECONSTRUCTION - 1696 WEST 6TH AVENUE
APPENDIX 4 - HAZMAT REQUIREMENTS/REPORT

PART 1 GENERAL

1.1 Instructions To Bidders

Hazardous Materials Contractors are responsible for the information as provided in the City of Vancouver Request for Proposal including all available documents, meeting minutes, and hazardous materials specifications.

Pricing requirements to be followed as stipulated in the City of Vancouver tender documents for each portion of the work unless otherwise directed.

Submission of disclosure form, agreement, pricing requirements to be addressed as part of the tender documents and are not specified within the hazardous materials abatement specifications.

Unit pricing for the abatement of hazardous materials must be included with submitted bids:

- .1 Removal of asbestos-containing pre-formed pipe insulation in concealed locations
- .2 Removal, sorting & disposal of PCB-containing light ballasts
- .3 Removal and stored chemicals, paints, solvents
- .4 Removal and disposal of mercury vials (thermostats)

1.2 Documents

This section forms part of the Tender Documents and is to be read, interpreted and coordinated with all other parts.

A Pre-Demolition Hazardous Materials Survey report, 1696 West 5th Avenue, prepared by Pacific EHS on February 27, 2014 (ref. **14875 – R1**). The report contains the following documents; site photos, asbestos & lead bulk sample results, building sample locations drawing.

Other hazardous materials including mercury and ozone depleting substances have been specified in this document. This specification contemplates the Hazardous Materials Contractor being aware of all areas of hazardous materials included in the hazardous materials abatement scope of work.

1.3 Section Includes

- .1 Removal of asbestos-containing materials within the areas identified in Section 2.2.
- .2 Disturbance and removal of leaded paint finishes during manual demolition activities where required in areas identified in Section 2.3.
- .3 Removal of light ballasts for inspection and identification of PCB content and disposal of PCB-containing light ballasts.
- .4 Disposal of all identified hazardous materials, in accordance with applicable regulatory requirements.

1.4 Procedures and Requirements

- .1 Asbestos removal for this project will be conducted under High Risk & Moderate Risk work procedures with Powered Air Purifying Respirators and Half piece Air Purifying respirator as defined in Part 6 & 20.112 of the WorkSafe BC Occupational Health & Safety regulations & guidelines.
- .2 Disturbance and removal of leaded paint finishes will be conducted under Low & Moderate Risk lead safe work procedures with half piece Air Purifying respirator as defined in Part 5 Section 5.48-5.59 & Part 20 Section 20.112 of the WorkSafe BC Occupational Health & Safety regulations and guidelines. Applicable to areas where manual demolition of non-asbestos finishes & materials is required.
- .3 Removal and disposal of other hazardous materials including mercury & PCB-containing light ballasts will be recovered following applicable safe work procedures and disposed or recycled in accordance with applicable regulations.
- .4 The Hazardous Materials Contractor **must** submit a copy of his overall abatement schedule at the time of tender and a detailed schedule at the start-up meeting.
- .5 Site security will be the responsibility of the Demolition Contractor. Security of the designated work areas, High Risk enclosures, and asbestos waste will be the responsibility of the Hazardous Materials Contractor.

1.5 Qualifications

- .1 The Hazardous Materials Contractor must be in good standing with WorkSafe BC and be able to provide a copy of these documentations to the Owner.
- .2 The Hazardous Materials Contractor shall at its sole cost provide and maintain the following insurances. These are minimum requirements and the Hazardous Materials Contractor must comply with all other insurances required by the owner and the general contractor in other sections of the tender documents.
 - a) General liability insurance covering all operations of the Hazardous Materials Contractor under the Contract Documents including specifically asbestos removal, handling and disposal, naming the Hazardous Materials Contractor as the named insured and the Owner, its agents and employees as additional insureds and including a cross liability clause;
 - b) the general liability coverage above will include coverage for loss, damage, injury or death arising out of any occurrence;
 - c) property all risks insurance covering the Hazardous Materials Contractor's equipment which shall contain a waiver of subrogation in favour of the Owner;
 - d) workers compensation (or employer's liability) as required by law'; and
 - e) course of construction insurance (and/or installation floater) in the joint names of the Hazardous Materials Contractor and the Owner to the full value of this agreement;
 - f) automobile liability insurance in respect of vehicles owned by or used by the Hazardous Materials Contractor;
 - g) any other insurance as may be reasonably required by the Owner.
- .3 Products and completed operations coverage is to extend for a period of two (2) years after the acceptance of the Work by the Owner. Should any portion of the Work performed be subcontracted, the Hazardous Materials Contractor will ensure that each subcontractor also maintains during the course of this agreement commercial general liability insurance, such coverage to be in like form and with limits not less than that carried by the Hazardous Materials Contractor.
- .4 In all cases, the Owner shall be provided at least 30 days prior written notice of any cancellation or material alteration of the insurance policies. The Owner shall be included as an "additional insured" under the liability insurances and as a "Loss Payee as their interests may appear", under the Course of Construction Insurance. All deductible amounts applicable under any insurance coverage stipulated herein are the responsibly of the Hazardous Materials Contractor or subcontractor(s) and not of the Owner or its agents or employees.

PART 2 DESCRIPTION OF WORK

2.1 Asbestos Abatement - General

- .1 The work specified herein shall be the removal of known asbestos-containing materials by competent persons trained, knowledgeable, and qualified in the handling and disposal of asbestos materials using High Risk and Moderate Risk safe work procedures. Any worker deemed by the Hazardous Materials Consultant to be inadequately trained to perform these duties, will be removed from the project.
- .2 All necessary documentation will be the responsibility of the Hazardous Materials Contractor. A Notice of Project must be submitted with site specific work procedures which reflect the work procedures specified in this document.
- .3 The health and safety of all Hazardous Materials Contractor employees, in the areas affected during asbestos materials removal, will be the sole responsibility of the Hazardous Materials Contractor, and should the Hazardous Materials Contractor require the assistance of any other trade during the removal, he will provide all necessary equipment and training required to effect the work.
- .4 The Hazardous Materials Contractor will assume total responsibility for the erection, maintenance and installation of signs, and the integrity of all enclosures and barriers related to the asbestos abatement work.
- .5 The Hazardous Materials Contractor will provide all necessary labour, materials, insurance, permits and equipment necessary to carry out the work in accordance with all applicable regulations and this documentation.
- .6 The Hazardous Materials Contractor will provide all necessary labour to secure the required utilities for all asbestos work.
- .7 All air monitoring and inspections will be conducted by the Hazardous Materials Consultant.
- .8 The Hazardous Materials Contractor will not demobilize from an area of removal until the Hazardous Materials Consultant has performed a final visual inspection in the completed area.
- .9 The Hazardous Materials Contractor will not begin work in a new area without informing the Hazardous Materials Consultant.
- .10 All HEPA vacuums to be used on the project are to be D.O.P. tested, and at the discretion of the Hazardous Materials Consultant from that point hence.

2.2 Asbestos Abatement Scope of Work

- a) Pre-Formed Pipe Insulation (Straight Run and Elbows) Removal - Boiler Room - Zone 3**
- .1 Moderate Risk (Wrap & Cut) removal of asbestos-containing pre-formed pipe insulation associated with heating hot water lines including all accessible areas near and within the Boiler Room area.
 - .2 Designated work area set-up for Moderate Risk work to include installation of asbestos hazard barrier tape to isolate the area and at all entry points. Polyethylene drop sheets in work area underneath piping systems. Wrap pipe straight runs with polyethylene sheets.
 - .3 For designated work areas, set-up a decontamination area adjacent to the work area (outside of the designated work area) with a bucket of clean water, sponges and towels.
 - .4 Workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls over their street clothes and Half face piece Air Purifying respirators (Moderate Risk) before entering the work area. Respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).
 - .5 Removal activities must be conducted in a slow and careful manner. The work area must be effectively isolated prior to the start of the work and verified ambient conditions are safe for entry. Asbestos pipe insulation within ceiling cavities must be removed following appropriate safe work procedures.
 - .6 Use an airless or portable pump and sprayer to wet the asbestos-containing materials during the manual removal and frequently mist the area to control dust levels throughout the course of the work.
 - .7 Polyethylene sheeting, disposable suits, barrier tape and all other asbestos-contaminated materials must be disposed of in labeled impervious waste containers for disposal. Workers must don personal protective equipment while disposing of these materials.
 - .8 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
 - .9 Exiting the work area, workers must remove disposable suits inside the work area; respirators must be worn to the decontamination area. Workers must wash hands and face around the respirator before removing the mask.

b) ACM Drywall and T-bar Ceiling Panels Removal - Zone 1

- .1 Moderate Risk Removal of all asbestos-containing T-bar ceiling tiles and drywall material within the Northwest (corner) main Floor Area. (Café / Kitchen /Stairwell Landing at **Zone 1** referenced within the pre-demolition hazardous materials report).
- .2 Work area set-up preparation to include a designated work area isolated with asbestos hazard barrier tape, polyethylene sheeting to be used to seal entrances to adjacent occupied areas and a hand & face wash station located outside of the barrier tape.
- .3 Workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls over street clothes and Half face piece Air Purifying respirators before entering the work area. Respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).
- .4 Removal of asbestos-containing materials must be conducted in a slow and careful manner. The work area must be effectively isolated and inspected by the Hazardous Materials Consultant prior to the start of the asbestos abatement activities in these areas.
- .5 Use an airless or portable pump and sprayer to be used during the manual removal and frequently mist the area to control dust levels throughout the course of the work.
- .6 Moderate Risk work procedures must be followed in accordance with WorkSafe BC Occupational Health and Safety regulations. These procedures include inspection & air monitoring services by the Hazardous Materials Consultant. The work area must be inspected prior to application of a lock down sealant.
- .7 Polyethylene sheeting, disposable suits, barrier tape and all other asbestos-contaminated materials must be disposed of in labeled impervious waste containers for disposal. Workers must don personal protective equipment and follow asbestos safe work procedures while disposing of these materials.
- .8 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit and entering the decontamination area to wash hands, respirator & face prior to removal of respirator.

- c) **Asbestos Containing Textured Cement / Stucco on Cinderblock Walls**
Removal – Zone 1 West Wall – Zone 2 and 3 North Wall – Zone 3 East Wall
- .1 High Risk removal of all interior textured cement stucco material on walls finishes throughout Zones 1, 2 and 3 of the building.
 - .2 If any stucco material will be impacted during the High Risk preparation inside **Zone 1** this preparation **must be** conducted following Moderate Risk work procedures.
 - .3 High Risk full sealed enclosure set-up within the building must include sealing all penetrations into the main level by effective means using polyethylene sheeting on floor surfaces, creation of a negative pressure atmosphere, installing 3-stage decontamination chambers.
 - .4 Workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls and Powered Air Purifying respirators before entering the work area. Street clothes to be stored in the clean room. Respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).
 - .5 Demolition of interior wall, bulkheads and ceilings must be conducted in a slow and careful manner. The work area must be effectively isolated and controlled under negative pressure (0.02 inches W.C.) prior to the start of the asbestos abatement manual demolition in these areas.
 - .6 Use an airless or portable pump and sprayer to wet the asbestos-containing materials during the manual removal and frequently mist the area to control dust levels throughout the course of the work.
 - .7 High risk work procedures must be followed in accordance with WorkSafe BC Occupational Health and Safety regulations. These procedures include inspection & air monitoring services by the Hazardous Materials Consultant. The work area must be inspected prior to application of a lock down sealant and air clearance monitoring.
 - .8 Polyethylene sheeting, disposable suits, barrier tape and all other asbestos-contaminated materials must be disposed of in labeled impervious waste containers for disposal. Workers must don personal protective equipment while disposing of these materials.
 - .9 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
 - .10 Exiting the work area, workers must remove disposable suits inside the work area; respirators must be worn to the decontamination area. Workers must wash hands and face around the respirator before removing the mask.

d) Asbestos Containing Ceiling Panels (Transite) Removal
Garage Annex – South/West Side Gate Access

- .1 Moderate Risk Removal of all asbestos-containing Cement Boards (Transite) located at the ceiling area inside the Garage Annex at the south/west side of the building.
- .2 Work area set-up preparation to include a designated work area isolated with asbestos hazard barrier tape, polyethylene sheeting to be used to seal entrances to adjacent occupied areas and a hand & face wash station located outside of the barrier tape.
- .3 Workers are to wear fibre-resistant (i.e. tyvek) disposable coveralls over street clothes and Half face piece Air Purifying respirators before entering the work area. Respirators must be worn underneath the head covering and worn at all times in the work area. Workers must ensure head and foot coverings remain in place while inside the work area. Do not alter the disposable coveralls (i.e. cutting off sleeves or foot coverings).
- .4 Removal of asbestos-containing materials must be conducted in a slow and careful manner. The work area must be effectively isolated and inspected by the Hazardous Materials Consultant prior to the start of the asbestos abatement activities in these areas.
- .5 Use an airless or portable pump and sprayer to be used during the manual removal and frequently mist the area to control dust levels throughout the course of the work.
- .6 Moderate Risk work procedures must be followed in accordance with WorkSafe BC Occupational Health and Safety regulations. These procedures include inspection & air monitoring services by the Hazardous Materials Consultant. The work area must be inspected prior to application of a lock down sealant.
- .7 Polyethylene sheeting, disposable suits, barrier tape and all other asbestos-contaminated materials must be disposed of in labeled impervious waste containers for disposal. Workers must don personal protective equipment and follow asbestos safe work procedures while disposing of these materials.
- .8 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit and entering the decontamination area to wash hands, respirator & face prior to removal of respirator.

2.3 Lead Based Paint Abatement Scope of Work

Zone 1 – Wood Wall Finishing / Zone 2 - Timber Posts / Zone 3 – Cinderblock Wall / Zones 2 & 3 – Concrete Floor / Exterior Wall – Concrete Walls

- .1 During the remote demolition of interior lead based paint finishes on non- asbestos building materials by workers, lead safe work procedures & work area set-up must be followed as prescribed by WorkSafe BC Occupational Health and Safety regulations.
- .2 For remote demolition by an excavator, Low Risk work procedures can be followed which include worker protection with appropriate personal protective equipment and adequate wetting of the leaded paint finishes on exterior/interior walls & concrete floor during demolition. Worker protection & procedures must be in accordance with WorkSafe BC Occupational Health and Safety regulations. TCLP testing to determine if the waste materials are considered hazardous waste was done and the test results show that all lead based paints found on this site are non-leachable.
- .3 Use an airless or portable pump and sprayer to wet during remote demolition and frequently mist the area to control dust levels throughout the course of the work.
- .4 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
- .5 Exiting the work area, workers must remove disposable suits inside the work area; respirators must be worn to the decontamination area. Workers must wash hands and face around the respirator before removing the mask.

2.4 Other Hazardous Materials Abatement – General

- .1 The work specified herein shall be the disturbance and removal of known light ballasts, mercury (light tubes), leaded vents and lead based paint finishes on non-asbestos building materials by competent persons trained, knowledgeable, and qualified in the handling and disposal using Low and Moderate Risk work procedures for lead disturbance & removal. Any worker deemed by the Hazardous Materials Consultant to be inadequately trained to perform these duties, will be removed from the project.
- .2 All necessary documentation will be the responsibility of the Hazardous Materials Contractor. A Notice of Project must be submitted with site specific work procedures which reflect the work procedures specified in this document.
- .3 The health and safety of all Hazardous Materials Contractor employees, in the areas affected during hazardous materials removal, will be the sole responsibility of the Hazardous Materials Contractor, and should the Hazardous Materials Contractor require the assistance of any other trade during the removal, he will provide all necessary equipment and training required to effect the work.
- .4 The Hazardous Materials Contractor will assume total responsibility for the erection, maintenance and installation of signs, and the integrity of all enclosures and barriers related to the lead abatement work.
- .5 The Hazardous Materials Contractor will provide all necessary labour, materials, insurance, permits and equipment necessary to carry out the work in accordance with all applicable regulations and this documentation.
- .6 The Hazardous Materials Contractor will provide all necessary labour to secure the required utilities for all lead removal work.
- .7 All air monitoring and inspections will be conducted by the Hazardous Materials Consultant.
- .8 The Hazardous Materials Contractor will not demobilize from an area of removal until the Hazardous Materials Consultant has inspected the completed area.
- .9 The Hazardous Materials Contractor will not begin work in a new area without informing the Hazardous Materials Consultant.
- .10 All HEPA vacuums to be used on the project are to be D.O.P. tested, and at the discretion of the Hazardous Materials Consultant from that point hence.

2.5 Hazardous Materials Abatement Scope of Work

- .1 Light ballasts must be recovered and inspected prior to disposal for PCB content. Older suspect light ballasts concealed in areas must be inspected prior to removal of fixtures for the manufacturer's identification code to determine the presence of PCBs. If the light ballast is PCB-containing, the ballast must be disposed of in an impermeable waste container for disposal by the qualified Hazardous Materials Contractor. Confirmed PCB-containing light ballasts must be handled and removed following appropriate work procedures as defined by WorkSafe BC Occupational Health and Safety regulation and guidelines.
- .2 Collection, storage and disposal of all fluorescent light tubes with mercury vapour.
- .3 Use an airless or portable pump and sprayer to wet during remote demolition and frequently mist the area to control dust levels throughout the course of the work.
- .4 Prior to exiting the work area, clean visible contamination on protective equipment with damp-wiping or use of a HEPA vacuum before removing the disposable suit to avoid cross contamination of street clothes.
- .5 Exiting the work area, workers must remove disposable suits inside the work area; respirators must be worn to the decontamination area. Workers must wash hands and face around the respirator before removing the mask.

PART 3 WASTE HANDLING AND DISPOSAL

- .1 Disposal of all asbestos waste will be conducted in accordance with the BC Ministry of Environment regulations pertaining to hazardous waste.
- .2 A waste generator number provided by City Of Vancouver will be used by the Hazardous Materials Contractor, and will appear on all waste transfer manifests.
- .3 All asbestos waste bins used for material transportation will be lockable, and will be locked at the end of each shift.
- .4 The asbestos waste level in the bins is not to go higher than one foot below the top of the bin before transport.
- .5 Lead paint finishes were sampled and tested following the toxicity characteristic leaching procedure (TCLP) for leachable lead, ASTM International Standard E 1908 – 3. Leachable lead waste defined by the Environmental Management Act Hazardous Waste Regulation as exceeding 5.0 mg/litre must be disposed of as a hazardous waste. TCLP results below the standard can be disposed of as general demolition waste.
- .6 Disposal of PCBs within light ballasts must be performed in accordance with BC Ministry of Environment Hazardous Waste regulation.

PART 4 MANAGEMENT SERVICES

- .1 All air monitoring will be the responsibility of the Hazardous Materials Consultant.
- .2 All inspections will be conducted by the Hazardous Materials Consultant.
- .3 The Owner's Representative and Hazardous Materials Consultant will have **full** access to **all** documentation.
- .4 No unscheduled/scheduled work will be undertaken without the express permission of the Owner's Representative or Hazardous Materials Consultant.

END OF DOCUMENT

HAZARDOUS MATERIALS SUMMARY AND ABATEMENT REQUIREMENTS

A Hazardous Materials Survey for suspect hazardous materials on interior and exterior finishes of the property located at 1696 West 5th Avenue, Vancouver, British Columbia was requested by Susan Antoniali CoV REFM – Property Management, Manager. The survey was conducted by Pacific EHS on February 27, 2014. According to Pacific EHS final report (ref_no.14875 HMS-R1_Pre-demolition Hazardous Materials Survey of 1696 West 5th Avenue) and additional samples collected by the CoV Environmental Planning department, lead based paint finishes were identified and asbestos containing materials were identified at this location. Additional bulk samples were collected by the CoV Environmental Planning department hazmat technician Ramon Blandino to verify the presence of lead based paint on building structures / surfaces and to also confirm the leachable levels of the lead containing areas.

Asbestos Containing Materials:

Sample ID	Material	Location	Asbestos Content
B00557-6	Drywall Joint Compound	Zone 1 - East Wall	Chrysotile 1 -5%
B00557-9	Drywall Joint Compound	Zone 1 - Ceiling	Chrysotile 1 -5%
B00557-11	Ceiling Tile	Zone 1 - T-bar Panels	Chrysotile 1 -5%
B00557-14	Textured Cement /Stucco	Zones 1, 2 and 3 – Walls	Chrysotile 1 -5%
B00557-17	Pipe Elbow Insulation	Zone 3 – Boiler Room	Chrysotile 1 -20%
	Asbestos Cement Board (Transite)	Garage Annex – Ceiling South/West Side gate access	Chrysotile Asbestos

Lead In Paint Results:

Sample ID	Material	Location	Colour	Lead Content (µg/g)
IV0084	Wood	Zone 1 - Wall finishing	Orange	565
IV0087	Wood	Zone 2 – Timber Post	Gold	534
IV0089	Cinderblock	Zone 3 – South Wall	Grey/Silver	697
IV0091	Concrete Slab	Zone 2/3 – Floor Area	Red	1830
IV0092	Exterior Concrete Wall	Exterior Walls (North/West Corner)	White/Green under Blue Paint	469

TCLP Results:

Sample ID	Material	Location	Colour	Leachate Lead (Pb) (mg/L)
IV0084TCLP	Wood	Zone 1 – Wall finishing	Orange	0.17
IV0087TCLP	Wood	Zone 2 - Timber Post	Gold	0.38
IV0089TCLP	Cinderblock	Zone 3 – South Wall	Grey/Silver	<0.10
IV0091TCLP	Concrete Slab	Zone 2/3 – Floor Area	Red	<0.10

(5mg/L defines lead leachate as hazardous – all lead based paint on this site is NON-LEACHABLE).

Lead paint finishes and asbestos containing materials will be disturbed during the building deconstruction/demolition process. High and Moderate Risk work procedures must be put in place at this site. A site-specific lead and asbestos abatement Scope of Work and Safe Work Procedures are required following *WorkSafe BC Occupational Health and Safety Regulations*.

Workers performing any disturbance or removal of asbestos and lead-based paint must be adequately trained and qualified to do so or supervised by a qualified experienced hazardous materials contractor. If during the abatement process suspected materials are uncovered that were previously concealed, the City's Hazardous Materials Division must be notified immediately and suspected materials must be tested prior to further disturbance. If changes to the planned scope of work are required, the City's Hazardous Materials Division must be notified immediately to determine if additional testing of suspect materials is warranted. The City's Hazardous Materials Division retains the right to oversee the consultant and the hazardous materials contractors during the abatement process.

The General Contractor will be required to coordinate the abatement of all Hazardous Materials from this site with one of the City's pre-qualified hazmat abatement contractors.

List of Pre-Qualified Hazmat Abatement Contractors (IN ALPHABETICAL ORDER)			
Company	Address	Phone Number	Email
Actes Environmental	1631 Welch Street, North Vancouver, BC	604-990-4258	info@actesenvironmental.com
Enviro-Vac	8815 Harvie Road, Surrey, BC	888-296-2499	info@envirovac.com
Nucor Environmental	8-1600 Derwent Way, Delta, BC	604-329-0268	jimd@nucorenv.ca
Phoenix Enterprise	103-13125 78th Ave, Surrey, BC	604-594-0224	admin@pelsurrey.com
ProActive HazMat	101 - 9295 198 th Street, Langley, BC	1-778-298-2268	info@proactivehazmat.com
Quantum Murray	100 - 3600 Viking Way, Richmond, BC	1-800-251-7773	info@qmlp.ca

February 27, 2014

Pacific Reference: 14875 – R1

City of Vancouver

Real Estate & Facilities Management
453 West 12th Avenue
Vancouver, BC
V5Y 1V4

E-mail: ramon.blandino@vancouver.ca

Attention: Ramon Blandino, Hazardous Materials Technician

Reference: Pre-demolition Hazardous Materials Survey of 1696 West 5TH Avenue

Executive Summary

Pacific EHS, a Total Safety Company (Pacific EHS) completed a pre-demolition hazardous materials survey of the building located at 1696 West 5TH Avenue in Vancouver on February 24, 2014.

Eighteen (18) bulk samples of building materials typically suspected to contain asbestos were collected. Asbestos-containing materials identified in the building include drywall joint compound, ceiling tile, and pipe elbow insulation. All exterior cinder-block walls were penetrated and investigated for the presence of vermiculite insulation, none was observed.

Six (6) bulk samples of paint were collected for analysis to determine lead content. Three (3) of the paint samples contained lead at concentrations above the WorkSafeBC criteria of 0.009%.

Fluorescent light fixtures that may have PCB containing ballasts were present. Mercury containing thermostats were not observed, but may be present in the debris. Refrigeration units that may contain ozone depleting substances (ODS) were present. Smoke detectors which may contain radioactive substances were not observed, but may be present in the debris. Fungal growth and animal feces were not observed, but may be present in the debris. Potential silica-containing building materials such as drywall, plaster, stucco and concrete were observed.

Introduction

The building had recently (Sunday February 16, 2014) been damaged by fire. The primary fire damage was concentrated in the northwest corner of the building; however the entire building was affected by smoke damage.

The northwest corner of the building will be demolished as soon as possible due to structural damage resulting from the fire. The remainder of the building will be remediated and renovated.

The purpose of this survey was to identify hazardous materials such as asbestos containing materials, lead containing paint, PCBs, mercury, mould, ozone depleting substances (ODS), silica, animal feces and/or radioactive sources prior to planned renovation and or demolition activities.

Scope of Work

- A visual inspection of all functional areas within the buildings for the presence of building materials suspected to contain asbestos (including vermiculite in the attic spaces), lead, mould and other hazards such as mercury, PCBs, rodent droppings, needles/sharps. The survey work shall be non-intrusive in that samples are not taken where doing so would result in objectionable damage to surfaces; however, the surveys in writing shall identify potentially concealed or hidden hazardous materials.
- An assessment of potential hazardous materials, denoting their condition, potential for disturbance or damage, accessibility to workers or public, estimated quantity, if suspect asbestos containing, assess their friability, potential for fiber release and worker exposure.

- Data entry of site data (both hazardous and non-hazardous) and observations into the City of Vancouver-supplied spreadsheet. Detailed digitized images to be included of all surveyed building areas and materials.
- Preparation of the site/building plans denoting the location of the materials sampled.
- Collection and analysis of material samples from the buildings for the presence of suspect hazardous materials. The Consultant shall use professional judgment and refer to WorkSafeBC Guideline, entitled, "G20.112 Hazardous Materials – Asbestos" to determine the appropriate location and number of samples to be collected and analyzed. All samples must be analyzed only by third party laboratories pre-qualified by the City of Vancouver.
- Recommendations for the removal/repair of any damaged hazardous materials determined to require immediate action. If the Consultant discovers conditions that pose an immediate threat to human health or to the environment, the Consultant shall provide the City of Vancouver Hazardous Materials Department a brief letter report outlining the recommendations within 2 days of survey completion.

Facility Description

The site has been most recently used as an automobile detailing shop. The northwestern section of the building is two (2) levels, with a café and a washroom on the ground level and office space on the second floor. As requested by the City of Vancouver, for the purpose of this survey this section will be referred to as *Zone 1*. The exterior walls of this section of the building are masonry block. The interior walls were finished with drywall and wood paneling in the café. The café ceiling had a T-bar ceiling panel system, and ceramic tile floor. All areas of the second floor appeared to be undergoing extensive renovations. New electrical switch and outlet boxes were visible, and drywall had been installed but not finished. The floors were finished with ceramic tile. Plumbing fixtures had not been installed.

The main floor area directly east of the northwest corner was the reception/front desk area of the detailing shop. This section will be referred to as *Zone 2*. The walls are masonry block finished with a textured screed or thin stucco material. Partition walls installed east and south of the reception/front desk were finished with drywall. The ceiling is painted wood, and the floors are finished with carpet on concrete.

The remainder of the shop is an open and primarily unfinished area. This section will be referred to as *Zone 3*. The exterior walls are masonry block, the ceiling is painted wood, and the floor is bare concrete.

Methodology

Asbestos-Containing Material

Eighteen (18) bulk samples of building materials typically suspected of containing asbestos were collected for analysis including torch-on roofing material, mastic, tar, drywall joint compound, cement screed, vinyl floor tile, ceiling tile, textured screed/stucco, and pipe elbow insulation.

Sample numbers and materials sampled were selected based on our experience and guidelines provided by WorkSafeBC (Safe Work Practices for Handling Asbestos). All the bulk samples were analyzed at the AASL Asbestos Analytical Services Ltd. Laboratory in accordance with the National Institute for Occupational Safety and Health (NIOSH) Analytical Method 9002, "Asbestos (bulk) by Polarized Light Microscopy."

Lead

Six (6) representative samples of paint were collected to test for the presence of lead. The samples were submitted in labelled and sealed containers to Maxxam Analytics Laboratories for lead analysis using Inductively Coupled Plasma Spectroscopy (ICP).

Other Hazardous Materials

The presence of mercury containing thermostats, ODS, PCBs, radioactive sources, silica, animal feces and mould was determined by visual inspection. No sampling of these materials was carried out.

Findings

Asbestos-Containing Materials

WorkSafeBC considers asbestos containing materials as those materials (other than vermiculite) that contain at least 0.5% asbestos. For vermiculite, WorkSafeBC determines that it is asbestos containing if it contains **any** detectable amount of asbestos. Table 1 below shows identified asbestos-containing building materials. For a complete record of analysis refer to Appendix A for the Bulk Sample Report. For photos of asbestos-containing materials, refer to Appendix B. A discussion and interpretation of these results is provided in the discussion.

Table 1 – Summary of Asbestos Containing Materials

Sample No.	Sample Location	Material	Asbestos (%)
B00557-6	Zone 1 - East wall of the northwest entrance area/foyer	Drywall Joint Compound	Chrysotile 1-5%
B00557-9	Zone 1 - Ceiling of the café pantry, east of the kitchen	Drywall Joint Compound	Chrysotile 1-5%
B00557-11	Zone 1 - Café	Ceiling Tile (T-bar panel type)	Chrysotile 1-5%
B00557-14	Zone 2 - North wall of the reception/front desk area	Textured Cement Screed/Stucco	Chrysotile 1-5%
B00557-17	Zone 3 - Boiler room	Pipe Elbow Insulation	Chrysotile 10-20%

Although not sampled for, bell and spigot joints were visually identified in the building, and there is a high likelihood that they are asbestos containing.

Hazardous Metals

Lead

Sampling results identified three (3) paint samples collected to have a concentration above 0.009% (90µg/g) lead. As WorkSafeBC defines lead paint as paint that contains in excess of 0.009% (90µg/g) of lead, the paint in the samples identified in Table 2 is considered to be lead containing.

Table 2 – Summary of Lead in Paint Analysis

Sample No.	Location and Description	Material	Lead (Pb) Concentration	
			µg/g	%
IV0084	Zone 1 – Café Finishing, Orange	Wood	565	0.056
IV0085	Zone 1 – Foyer East Wall, Blue on White	Cinder-block	23	0.002
IV0086	Zone 2 – Doorway to Zone 1, Red	Structural Steel	39	0.004
IV0087	Zone 2 – Posts, Gold	Wood	534	0.534
IV0088	Zone 2 – Ceiling, Silver	Wood	29.9	0.003
IV0089	Zone 3 – Southwest Wash Area, South Wall	Cinder-block	697	0.070

Mercury

Mercury containing thermostats were not observed, but may be present in the debris. Fluorescent light tubes observed throughout the buildings may contain mercury vapour.

Ozone Depleting Substances (ODS)

Refrigeration/freezer units were observed on the *Zone 1* café, and the *Zone 3* garage area. This equipment may contain ozone depleting substances such, Chlorofluorocarbons (CFC's).

Polychlorinated Biphenyls (PCBs)

Fluorescent light fixtures, which may contain PCBs in the ballasts, were observed throughout the building.

Radioactive Materials

Smoke detectors which may contain radioactive substances were not observed, but may be present in the debris.

Animal Feces

Animal feces were not observed, but may be present in the debris.

Mould

Fungal or mould growth was not observed, but may be present in the debris.

Silica

Potential silica-containing building materials such as drywall, plaster, stucco and concrete were observed.

Discussion and Recommendations

Asbestos Containing Materials

Zone 1

The sample of drywall joint compound collected from the east wall of the northwest entrance area/foyer was confirmed to be asbestos-containing. Sample number B00557- 6. Refer to Photo 6 in Appendix B.

The sample of drywall joint compound collected from the ceiling of the café pantry (east of the kitchen) was confirmed to be asbestos-containing. Sample number B00557- 9. Refer to Photo 9 in Appendix B.

The sample of T-bar type ceiling tile/panel collected from the café was confirmed to be asbestos-containing. Sample number B00557- 11. Refer to Photo 11 in Appendix B.

The complete record of analysis is included in Appendix A.

Due to the extensive fire damage to asbestos-containing materials in this section of the building, Pacific concludes that all debris within the ground level of *Zone 1*, including the stairwell to the second floor, is has been contaminated, and should be considered asbestos-containing. Pacific recommends that this area of the building be placed under restricted access until abatement action can be taken to remove damaged asbestos-containing materials, and lose debris. Restricted access should include warning signage posted at all possible points of access.

Zone 2

The sample of textured cement screed/stucco collected from the north wall of the reception/front desk area was confirmed to be asbestos-containing. This material is present on the west wall around and over the doorway to Zone 1, and continues along the north wall of Zone 2, the north wall of Zone 3, and about 20' of the adjacent east wall of Zone 3. Sample number B00557- 14. Refer to Photo 14 in Appendix B. The complete record of analysis is included in Appendix A.

This material may have been damaged, and made friable during firefighting activities. Pacific recommends that this area of the building be placed under restricted access until abatement action can be taken to remove damaged asbestos-containing textured cement screed/stucco, and lose debris. Restricted access should include warning signage posted at all possible points of access.

Zone 3

The sample of pipe elbow insulation collected from the boiler room was confirmed to be asbestos-containing. Pacific concludes all pipe elbow insulation in the boiler room is asbestos-containing. However outside of this room pipe elbow insulation was observed to be a non-asbestos fiberglass type. Sample number B00557- 17. Refer to Photo 17 in Appendix B. The complete record of analysis is included in Appendix A.

Asbestos Material Condition Rating

An assessment of the condition of the asbestos containing material should evaluate the quality of the installation, the adhesion of the friable material* to the underlying substrate, deterioration of the material and the general condition. Asbestos containing materials are classified as follows:

Good:	No water damage, physical damage or deterioration
Moderate:	Minor damage or cracks
Poor:	Damaged material, debris present on horizontal surfaces, delamination, hanging or dislodged material

**A friable material is any material which, when dry, can be easily crumbled or powdered by hand pressure, or is a material that is crumbled or powdered.*

Potential for Disturbance (PFD) Rating

The PFD of an asbestos containing material should be evaluated on whether there is a potential for future damage, whether the material is exposed, accessible, in an air plenum/direct air stream or in an area subject to vibrations. The asbestos containing materials are classified as follows:

Low PFD:	Friable asbestos materials that are not exposed or accessible, or are exposed but the surrounding activity level is low.
High PFD:	Friable asbestos materials that are exposed and accessible, subject to vibrations, in a direct air stream, and/or the surrounding activity level is high.

Most non-friable asbestos materials have a Low PFD as they are hard and the release of asbestos fibres is negligible unless the materials are disturbed.

Table 3 – Asbestos Condition Assessment

Sample	Material	Location	Condition	PFD
B00557-6	Drywall Joint Compound	Zone 1 - East wall of the northwest entrance area/foyer	Poor	High
B00557-9	Drywall Joint Compound	Zone 1 - Ceiling of the café pantry, east of the kitchen	Good	Low
B00557-11	Ceiling Tile (T-bar panel type)	Zone 1 - Café	Poor	High
B00557-14	Textured Cement Screed/Stucco	Zone 2 - North wall of the reception/front desk area	Poor	High
B00557-17	Pipe Elbow Insulation	Zone 3 - Boiler room	Good	Low

If any of the identified asbestos-containing materials are likely to be disturbed they must be removed by a qualified asbestos abatement contractor prior to any renovation or demolition work being performed, using appropriate work procedures as determined by a Risk Assessment and defined by the WorkSafeBC *Occupational Health and Safety Regulation*. In addition to the asbestos-containing materials identified in this survey, there may be additional asbestos containing materials in the concealed areas such as wall cavities, ceiling spaces and other inaccessible areas. Should materials suspected as being asbestos-containing be discovered, all work should cease at that location until the material has been identified.

If non-asbestos drywall is to be removed, please note that drywall/gypsum is banned from most BC landfills because, when mixed with water, it forms a hazardous gas; however, it is a recyclable product and should therefore not be mixed with other garbage or left attached to other demolition waste. Non-asbestos drywall must be disposed of separately and at a qualified recycling centre.

Hazardous Metals

Lead

Lead containing paint was identified on interior surfaces of the building. See Table 2, and the Maxxam Certificate of Analysis in Appendix A. In the event that the surfaces to which lead-based paint has been applied are to be disturbed by sanding, grinding, burning or otherwise abraded then the paint must be removed prior to these activities. The removal of lead paint must be accomplished in compliance with the requirements of the WorkSafeBC Occupational Health & Safety Regulation (current edition).

In addition, Pacific EHS recommends that Toxicity Characteristic Leaching Procedure (TCLP) testing be performed on any non-recyclable lead containing materials present. This testing will determine where in the waste stream these materials should be classified (Hazardous Waste or regular demolition debris) and ensure compliance with the BC Ministry of Environment Regulations.

Mercury

Mercury containing thermostats were not observed, but may be present in the debris. The mercury contained within the thermostat(s) is classified as a Special Waste material and must be disposed of in accordance with BC Ministry of Environment regulations.

Fluorescent light tubes may contain mercury vapour and should be disposed of in accordance with B.C. Ministry of Environment Regulations.

Ozone Depleting Substances (ODS)

Refrigerator and/or freezer units observed may contain Chlorofluorocarbons (CFCs) and must therefore be disposed of in accordance with the B.C. Ministry of Environment's "Ozone-Depleting Substances and Halocarbons Regulations" (2004). The fridge/freezer must be treated as CFC-containing until it has been determined otherwise.

Polychlorinated Biphenyls (PCB's)

Fluorescent light fixtures were observed and may contain PCB's within the light ballasts. Prior to disposal of ballasts they must be inspected to determine whether or not PCBs are present. Non-PCB containing ballasts must have a label affixed which states they do not contain PCBs. It may also be possible to determine PCB content by using guidelines in Environment Canada's document, "Identification of Light Ballasts Containing PCBs" (EPS 2/CC/2, revised August 1991). If no determination can be made the ballasts must be assumed to contain PCBs. If they are determined to contain PCB's they must be disposed of at an approved disposal facility.

Radioactive Materials

Smoke detectors were not observed, but may be present in the debris. These units may be of the ionization type or photoelectric type. Ionization smoke alarms contain a small amount of a material called Americium 241, which emits alpha particles that collide with the oxygen and nitrogen in the air to create ions. These ions conduct electricity and allow a steady electrical current to flow between two electrodes. If smoke enters the detection chamber the alpha particles are absorbed by the larger smoke particles, causing a drop in the current, and the alarm is triggered. Photo-electric smoke detectors use a tiny beam of light to detect smoke particles. Compared with radioactive detectors that rely on ionized air, photoelectric detectors use no atomic-radioactive materials. As long as a smoke detector is used as directed and is not opened or damaged, it poses no radiation health risk to humans.

A study conducted by international radiation safety experts determined that domestic smoke detectors would not pose a health or safety threat to the public, or to waste disposal workers, if they were thrown out with regular garbage. However the local landfill should be consulted prior to disposal to ensure that their requirements are met. Recycling of smoke detectors may also be possible.

Animal Feces and Mould

Animal feces and or mould/fungal growth were not observed, but may be present in the debris. The controls implemented by qualified contractors during the hazardous materials abatement or other remediation activities at this site should adequately protect workers from hazardous exposure to these substances.

Silica

Silica-containing materials including concrete, drywall, masonry block, and stucco, can result in the production of silica containing dust if disturbed. Crystalline silica dust (e.g., quartz dust) is considered a carcinogen and therefore WorkSafeBC requires that exposures be kept As Low As Reasonably Achievable (ALARA). Workers must be protected from silica dust exposure during construction and demolition projects. In order to control worker exposure to silica dust, a risk assessment and work procedures must be developed, which comply with the WorkSafeBC Occupational Health & Safety Regulation (current edition).

WorkSafeBC Regulatory Requirements (Asbestos)

Notification in the form of a Notice of Project for Work involving Asbestos (NOPA) must be submitted to WorkSafeBC a minimum of 24 hours prior to commencement of asbestos abatement work. In conjunction with the NOPA the contractor must submit a site specific risk assessment and safe work procedures.

In the event that the demolition of the site is proposed, additional sampling may be required to comply with WorkSafeBC OH&S Regulation *Part 20: "Construction, Excavation and Demolition"* specifically Section 20.112 subsections (a), (b), (c) and (d).

To comply with Part 6 of the WorkSafeBC *OH&S Regulation*, specifically Section 6.32 pertaining to documentation Township of Langley, should acquire copies of the asbestos abatement contractor's NOPA, abatement procedures, any air monitoring results and all documentation submitted to WorkSafeBC. These documents are required to be maintained for a period of 10 years.

Disposal of asbestos containing materials must be done in adherence to the BC Ministry of Environment, Hazardous waste regulation and requires that the site owner obtain a waste generator number.

Note that if an asbestos abatement contractor is hired to conduct work, they must not list Pacific EHS as the consultant on their NOPA and asbestos abatement procedures unless Pacific EHS is actually engaged as the consultant during the abatement phase. If Pacific EHS is engaged solely as the air monitoring agency, then this distinction must be clearly indicated.

Limitations

This report is intended for the exclusive use of the City of Vancouver to determine the likely locations of hazardous materials prior to work commencing at the above referenced site. The use of this document for any other purpose is at the sole risk of the user.

This report is not a Specification or Scope of Work and the use of this document as such will be at the sole risk of the user.

The contents of this report were based on a site visit conducted by Pacific EHS personnel. Please note that some asbestos products may not have been accessible on the day of our survey, and may remain unidentified following our survey. Asbestos products are sometimes used behind wall partitions or on mechanical systems located in pipe chases or other concealed areas.

Statement of Qualifications

Pacific EHS has been providing consulting services in the environmental and industrial hygiene fields since 1990. Our industrial hygiene expertise ensures that all projects are performed in accordance with the WorkSafeBC BC Occupational Health and Safety Regulation. Our staff includes the following:

- Professional Engineers (BC)
- Certified Industrial Hygienists (CIH)
- Applied Science Technologists (AScT)
- Registered Professional Biologist (RPBio.)
- Canadian Registered Safety Professionals (CRSP)
- Registered Occupational Hygiene Technologists (ROHT)

Pacific EHS also carries Environmental Errors & Omissions Liability Insurance and Comprehensive General Liability Insurance.

We thank you for the opportunity of performing this work on your behalf. Should you have any outstanding questions or require any additional information, please contact the writer.

Pacific EHS, A Total Safety Company



Joergen Howander, CSO
Project Manager
Field Investigation & Report



Philip Homan, ASCT
Manager, Hazardous Materials Dept
Report Review

Ref: 14875-R1 – Pre-demolition HMS – 1696 West 5TH Avenue

Appendix A

Bulk Sample Reports



Asbestos Analytical Services Ltd.

7 - 2883 East Kent Avenue N., Vancouver, BC, V5S 3T9

ASBESTOS ANALYSIS REPORT

Project Location: 1696 West 5th Avenue, Vancouver, BC

Reference #s: 14875

Number of Samples: 18

AASL Report #: **B00557**

Analyst: Gabrielle Sutton

Report Date: 26FEB2014

Method: NIOSH Method 9002

# B00557	Sample	Sub-Sample	Sample Description / Location	Results	ASB
1. 1 **	1	Layer 1 - dark grey pebbles / black-brown fibrous	Mixed Roofing Material, Roof Over Zone 1	Asbestos Fibres Not Detected 10 - 30 % Synthetic Fibres > 75 % Non-Fibrous	---
1. 2 **	1	Layer 2 - black fibrous tar	Mixed Roofing Material, Roof Over Zone 1	Asbestos Fibres Not Detected 30 - 50 % Fibrous Glass > 55 % Non-Fibrous	---
1. 3 **	1	Layer 3 - black-brown fibrous / black tar, 2-4 layers	Mixed Roofing Material, Roof Over Zone 1	Asbestos Fibres Not Detected 20 - 40 % Cellulose Fibres 1 - 5 % Fibrous Glass > 60 % Non-Fibrous	---
1. 4 **	1	Layer 4 - light brown fibrous	Mixed Roofing Material, Roof Over Zone 1	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 5 % Non-Fibrous	---
1. 5 **	1	Layer 5 - grey-beige fibrous	Mixed Roofing Material, Roof Over Zone 1	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	---
2 **	2	Single Phase - cream mastic	Mastic, Vent Stack, Roof Over Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
3 **	3	Single Phase - black-brown fibrous tar	Tar, Chimney, Roof Over Zone 1	Asbestos Fibres Not Detected 10 - 30 % Cellulose Fibres > 75 % Non-Fibrous	---
4. 1	4	Layer 1 - thin grey (paint)	Drywall Joint Compound, South Wall, Entrance Area, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
4. 2	4	Layer 2 - grey	Drywall Joint Compound, South Wall, Entrance Area, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
5 *	5	Single Phase - grey & dark brown cementitious	Cement, Screed on Block, East Wall, Entrance Area, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
6	6	Single Phase - grey-brown & off-white	Drywall Joint Compound, East Wall, Entrance Area, Zone 1	1 - 5 % Chrysotile Asbestos > 95 % Non-Fibrous	T
7 **	7	Single Phase - dark brown mastic	Mastic, Ceiling, Corridor Adjacent Washroom, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---



# B00557	Sample	Sub-Sample	Sample Description / Location	Results	ASB
8. 1	8	Layer 1 - thin green / white / light green (paint)	Drywall Joint Compound, South East Corner, Washroom, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
8. 2	8	Layer 2 - white	Drywall Joint Compound, South East Corner, Washroom, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
8. 3	8	Layer 3 - cream fibrous	Drywall Joint Compound, South East Corner, Washroom, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Cellulose Fibres > 1 % Non-Fibrous	---
9. 1	9	Layer 1 - thin light green / grey (paint)	Drywall Joint Compound, Ceiling, Kitchen Pantry, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
9. 2	9	Layer 2 - white & pale beige, hard	Drywall Joint Compound, Ceiling, Kitchen Pantry, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
9. 3	9	Layer 3 - thin light beige (paint)	Drywall Joint Compound, Ceiling, Kitchen Pantry, Café, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
9. 4	9	Layer 4 - beige, thin	Drywall Joint Compound, Ceiling, Kitchen Pantry, Café, Zone 1	1 - 5 % Chrysotile Asbestos > 95 % Non-Fibrous	T
10 **	10	Single Phase - thin, pliable & pattern / dark grey tile	Vinyl Floor Tile, Kitchen Pantry, Café, Zone 1	Asbestos Fibres Not Detected 1 - 5 % Synthetic Fibres > 95 % Non-Fibrous	---
11 **	11	Single Phase - light beige fibrous	Ceiling Tile, T-Bar Type, Café, Zone 1	1 - 5 % Chrysotile Asbestos 50 - 70 % Fibrous Glass > 30 % Non-Fibrous	T
12	12	Single Phase - white	Drywall Joint Compound, East wall, North West Room, Zone 1	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
13 **	13	Single Phase - grey, rubbery	Mastic, Around Window Frames, North Wall, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
14. 1	14	Layer 1 - thin dark brown & silver (paint)	Cement, Textured Screed on Block, North Wall, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
14. 2	14	Layer 2 - light brown, lumpy	Cement, Textured Screed on Block, North Wall, Zone 2	1 - 5 % Chrysotile Asbestos > 95 % Non-Fibrous	T
14. 3	14	Layer 3 - thin beige (paint)	Cement, Textured Screed on Block, North Wall, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
14. 4	14	Layer 4 - white, hard	Cement, Textured Screed on Block, North Wall, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
14. 5	14	Layer 5 - thin light green / light beige (paint)	Cement, Textured Screed on Block, North Wall, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---



Asbestos Analytical Services Ltd.

# B00557	Sample	Sub-Sample	Sample Description / Location	Results	ASB
15. 1	15	Layer 1 - thin dark red (paint)	Drywall Joint Compound, East Wall, Waiting Area, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
15. 2	15	Layer 2 - white	Drywall Joint Compound, East Wall, Waiting Area, Zone 2	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
16. 1	16	Layer 1 - thin dark red / white (paint)	Drywall Joint Compound, West Wall, Zone 3	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
16. 2	16	Layer 2 - white	Drywall Joint Compound, West Wall, Zone 3	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---
17. 1	17	Layer 1 - thin grey (paint) / weave	Pipe Elbow, Boiler Room, Zone 3	Asbestos Fibres Not Detected 60 - 80 % Cellulose Fibres > 25 % Non-Fibrous	---
17. 2	17	Layer 2 - grey-beige fibrous	Pipe Elbow, Boiler Room, Zone 3	10 - 20 % Chrysotile Asbestos 20 - 40 % Fibrous Glass > 45 % Non-Fibrous	T
18 **	18	Single Phase - dark brown mastic	Mastic, Residual Material on Block Wall, South Wall, South West Wash Area, Zone 3	Asbestos Fibres Not Detected 90 - 100 % Non-Fibrous	---

Comments

Samples analyzed in accordance with NIOSH Laboratory Method 9002

American Industrial Hygiene Association (AIHA) BAPAT Program Laboratory Number 204301

Estimated Limit of Detection is <0.5 %

ASB = Asbestos present/absent in material

T = Asbestos Present

AASL Asbestos Analytical Services Ltd. will not accept any responsibility as to the manner of interpretation or application of these results.

* Sample preparation included grinding process.

** Sample preparation included ashing process.

Analyst: Original Signed By

Gabrielle Sutton, B.A.

Date: February 26, 2014

Original Signed By

Reviewed By: Gabrielle Sutton, B.A.

Maxxam Job #: B415097
Report Date: 2014/02/27

TSS Total Safety Services Inc. DBA Pacific EHS
Client Project #: 14875
Site Location: PLATINUM; PINE STREET, VANCOUVER
Sampler Initials: JH

LEAD IN PAINT CHIPS (PAINT)

Maxxam ID		IV0084	IV0085	IV0086	IV0087	IV0088	IV0089		
Sampling Date		2014/02/24	2014/02/24	2014/02/24	2014/02/24	2014/02/24	2014/02/24		
	UNITS	14875 L1-ZONE 1, CAFE, WOOD FINISHING-ORANGE	14875 L2-ZONE 1, CINDER BLOCK-BLUE ON WHITE	14875 L3-ZONE 2, STRUCTURAL STEEL-RED	14875 L4-ZONE 2, WOOD POSTS-GOLD	14875 L5-ZONE 2, CEILING-SILVER	14875 L6-ZONE 3, SOUTH WEST WASH AREA, CINDER BLOCK-GREY	RDL	QC Batch
Total Metals by ICP									
Total Lead (Pb)	ug/g	565	23.1	39.2	534	29.9	697	3.0	7396194

RDL = Reportable Detection Limit

Appendix B

Photographs & Sample Location Drawing



Photo 1 | **Date:** February 2014 | **Location:** Roof

Description: Mixed Roofing Material (all layers), **Sample# B00557 - 1**



Photo 2 | **Date:** February 2014 | **Location:** Roof, Vent Stack

Description: Mastic, **Sample# B00557 - 2**

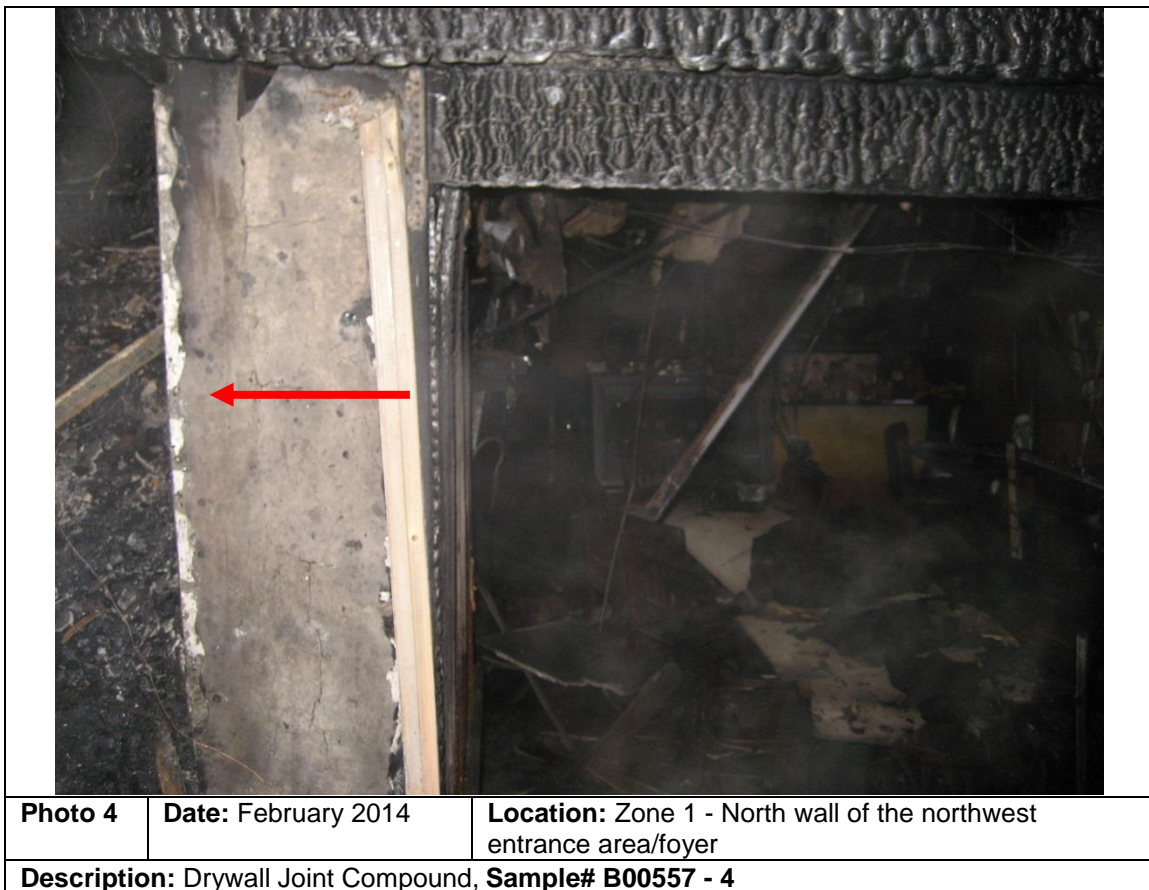
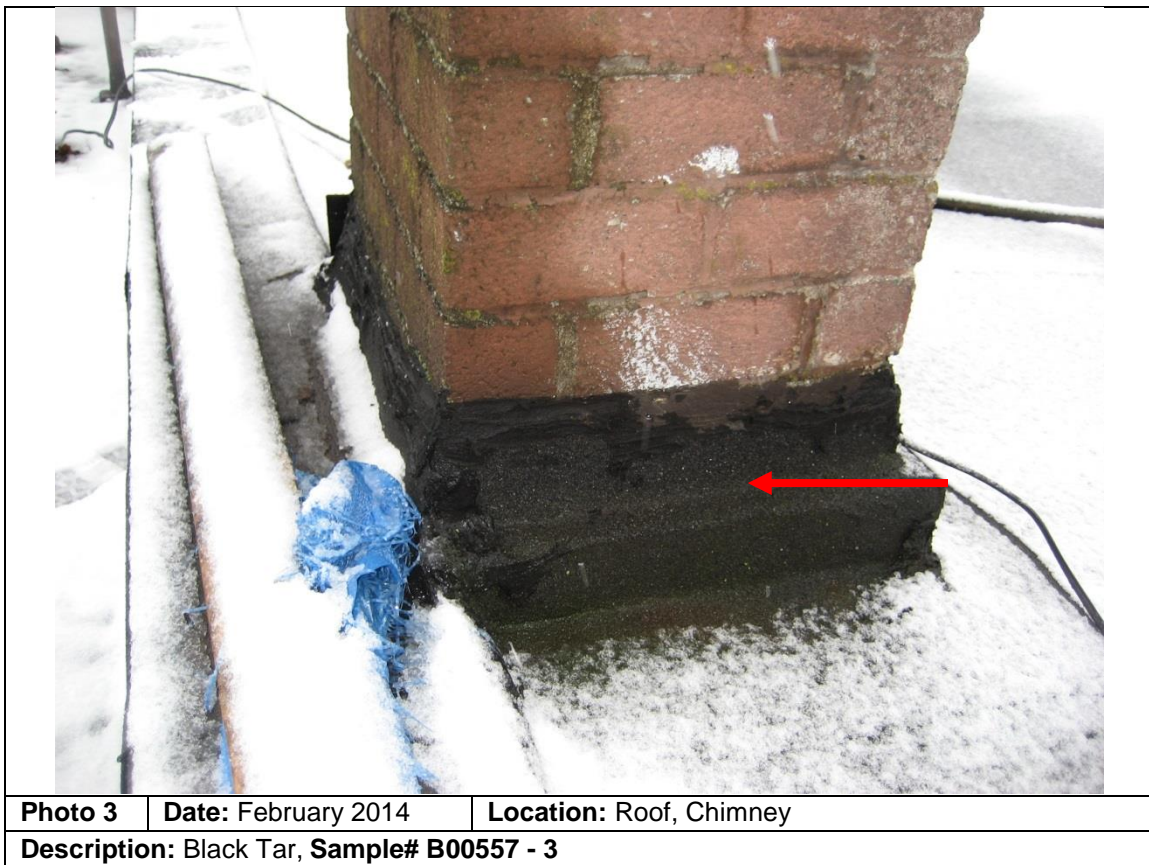




Photo 5 **Date:** February 2014 **Location:** Zone 1 - East wall of the northwest entrance area/foyer

Description: Cement Screed, **Sample# B00557 - 5**



Photo 6 **Date:** February 2014 **Location:** Zone 1 - East wall of the northwest entrance area/foyer and stairwell

Description: Drywall Joint Compound, **Sample# B00557 – 6 ASBESTOS-CONTAINING**

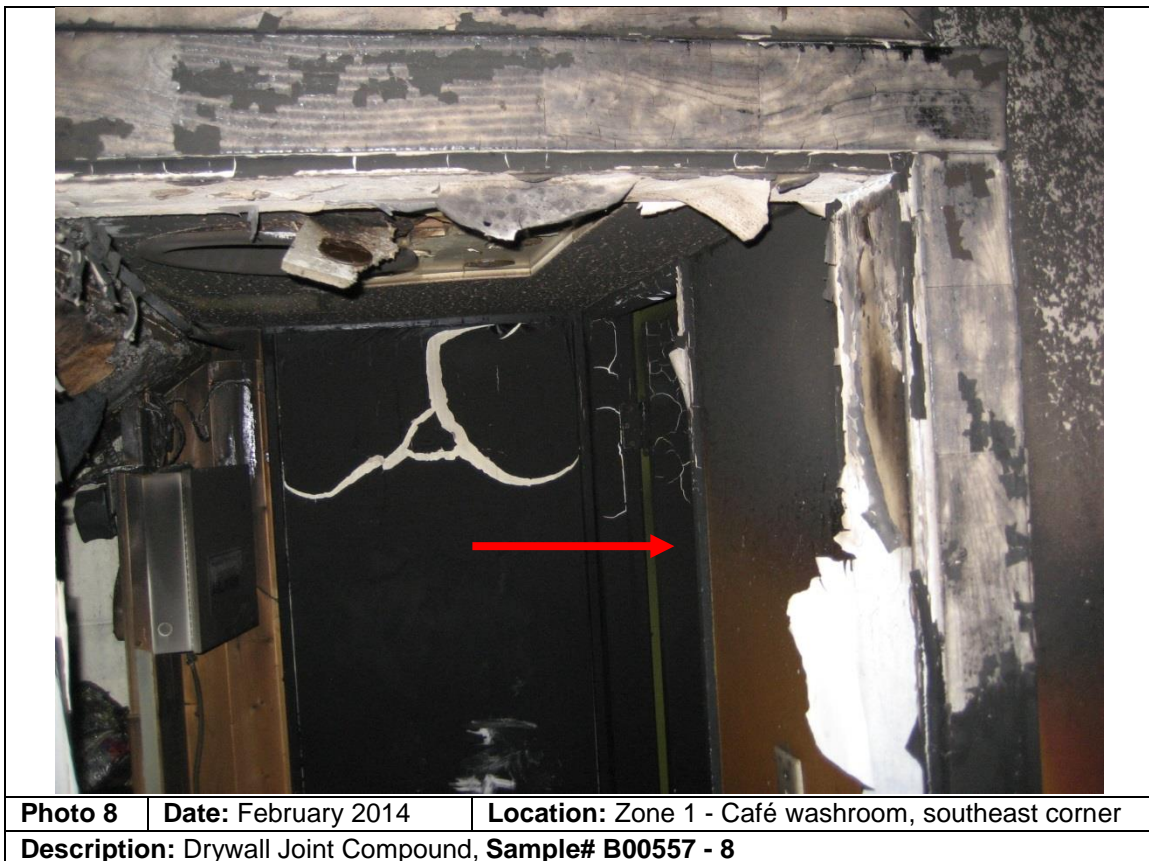




Photo 9 | **Date:** February 2014 | **Location:** Zone 1 - Ceiling of the café pantry, east of the kitchen

Description: Drywall Joint Compound, **Sample# B00557 – 9** **ASBESTOS-CONTAINING**

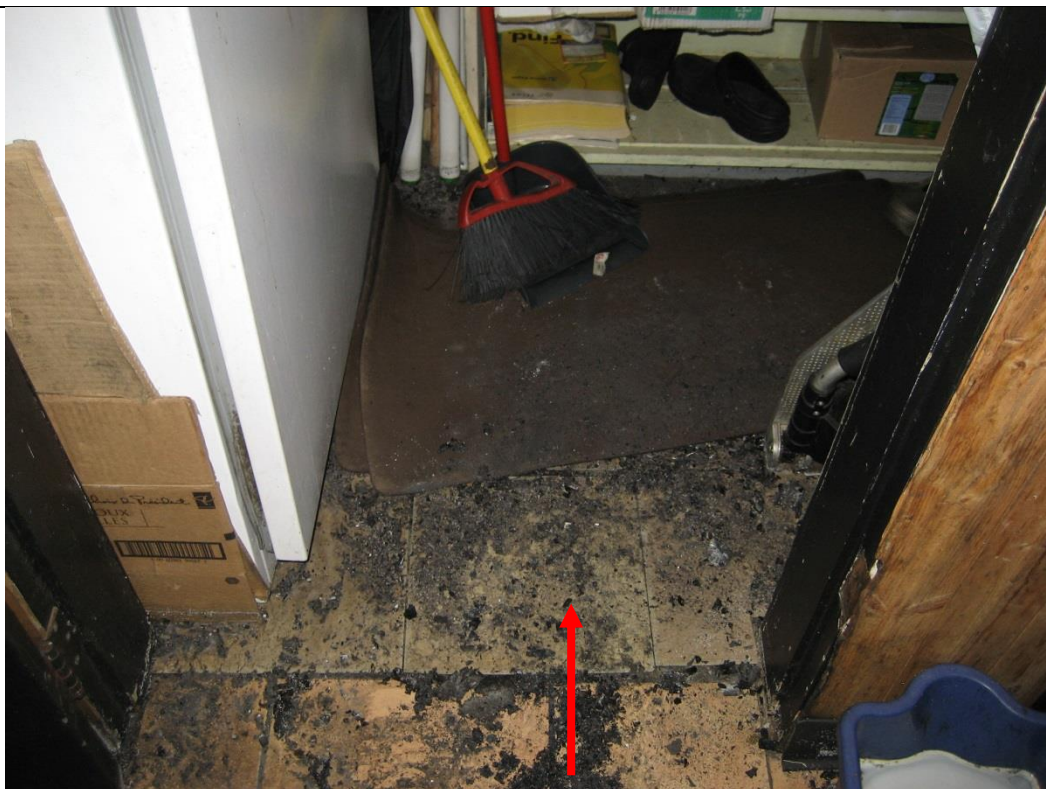


Photo 10 | **Date:** February 2014 | **Location:** Zone 1 - Café pantry, east of the kitchen

Description: Vinyl Floor Tile, **Sample# B00557 - 10**



Photo 11 | **Date:** February 2014 | **Location:** Zone 1 - Café

Description: Ceiling Tile (T-bar panel type), **Sample# B00557 – 11**
ASBESTOS-CONTAINING

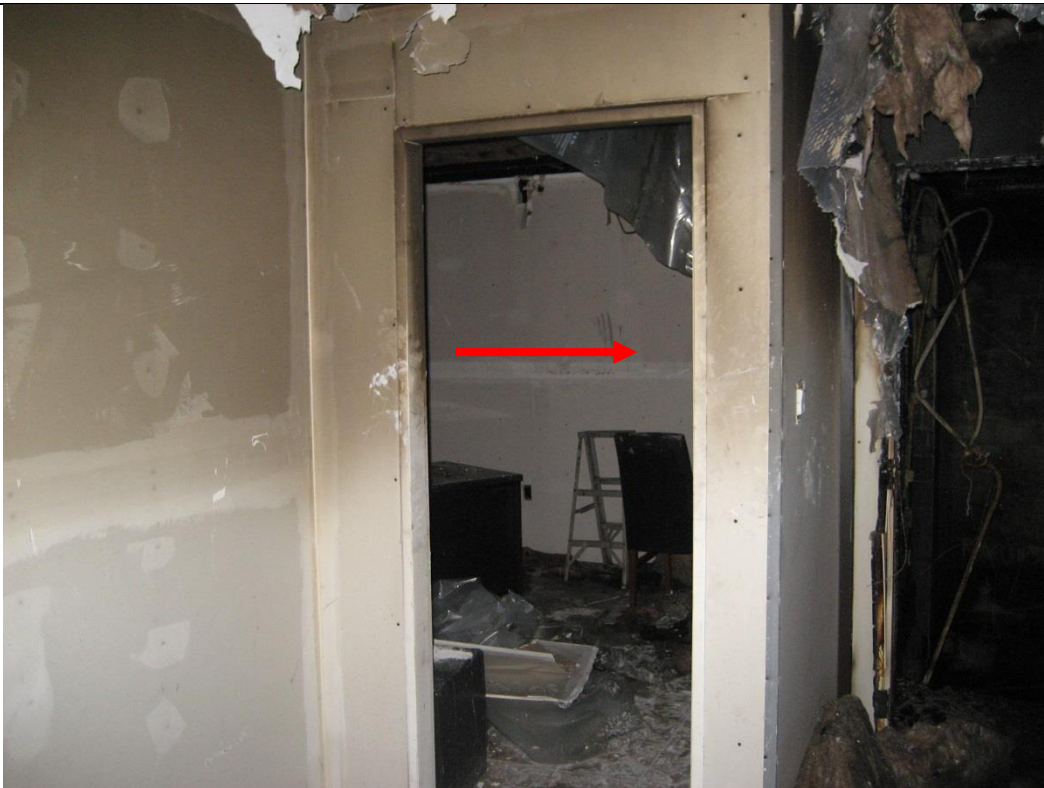


Photo 12 | **Date:** February 2014 | **Location:** Zone 1 – Second Floor, northwest room, east wall

Description: Drywall Joint Compound, **Sample# B00557 - 12**



Photo 13 | **Date:** February 2014 | **Location:** Zone 2 - North wall, window frames
Description: Mastic, **Sample# B00557-13**



Photo 14 | **Date:** February 2014 | **Location:** Zone 2 - North wall of the reception/front desk area
Description: Textured Cement Screed/Stucco, **Sample# B00557-14**
ASBESTOS-CONTAINING



Photo 15 **Date:** February 2014 **Location:** Zone 2 - North wall of the reception/front desk area

Description: Drywall Joint Compound, **Sample# B00557 - 15**



Photo 16 **Date:** February 2014 **Location:** Zone 3 - West wall

Description: Drywall Joint Compound, **Sample# B00557 - 16**



Photo 17 | **Date:** February 2014 | **Location:** Zone 3 - Boiler Room

Description: Pipe Elbow Insulation, **Sample# B00557 – 17 ASBESTOS-CONTAINING**

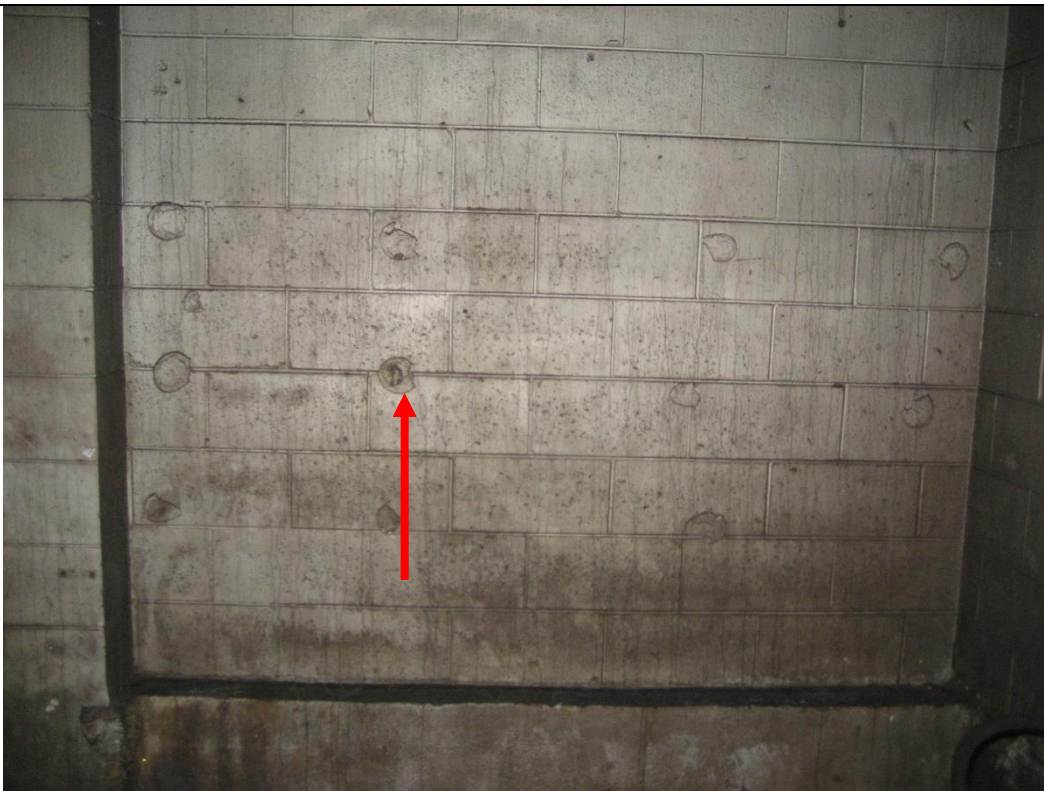
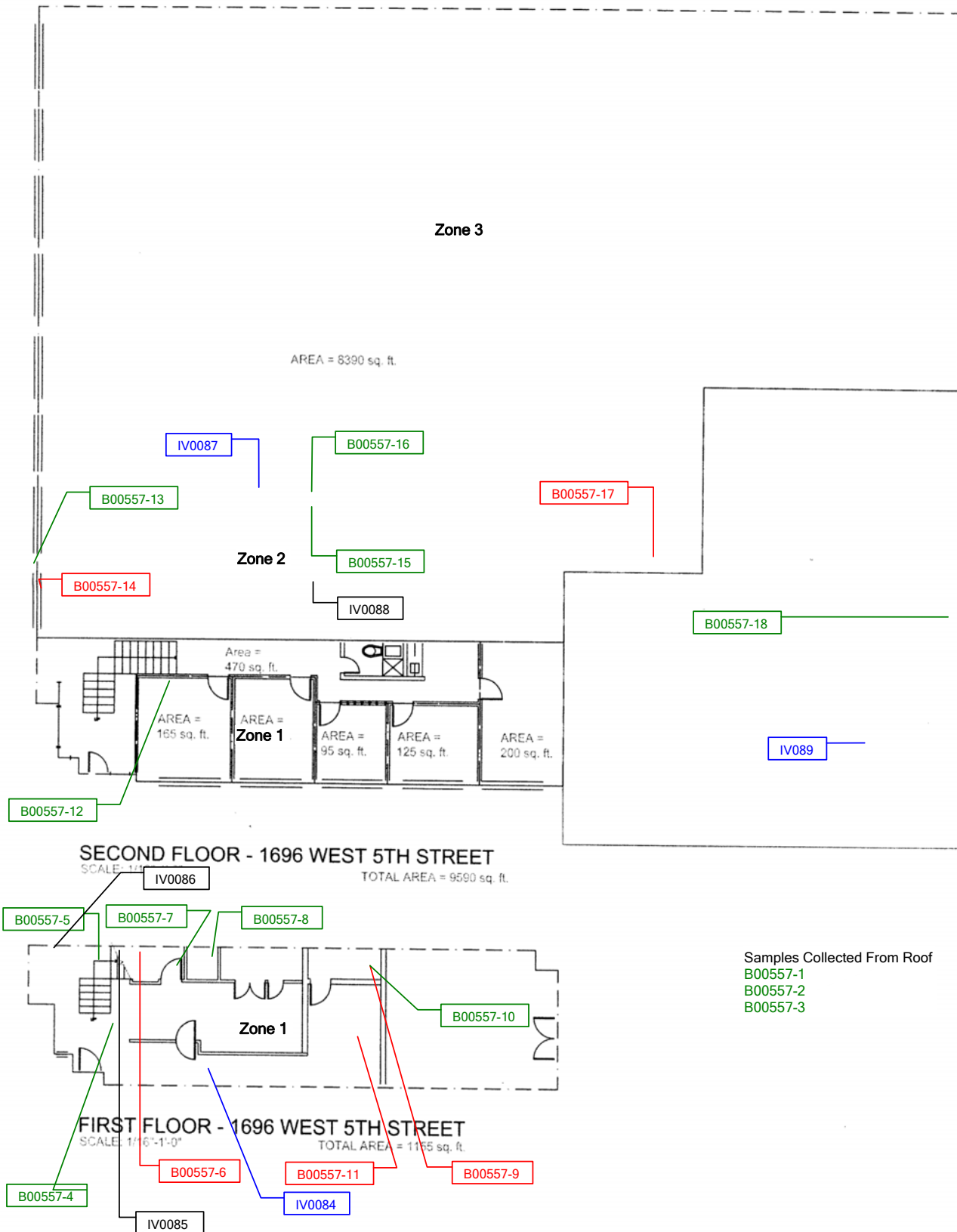


Photo 18 | **Date:** February 2014 | **Location:** Zone 3 – Southwest wash area, south wall

Description: Mastic, **Sample# B00557 - 18**

GREEN markups = Non-asbestos
 RED markups = Asbestos-containing material
 BLUE markups = Lead-based paint
 BLACK markups = Paint sample
 (non-lead)

Hazardous Materials Survey Sample Locations



INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms have the meanings set out below when used in the Tender Documents, unless the context requires otherwise:

- (a) “City” means the City of Vancouver
- (b) “Closing Time” has the meaning set out on the cover page of this ITT;
- (c) “Contract” means a contract substantially in the form of Part D - Form Agreement, to be entered into between the City and a successful Tenderer;
- (d) “Contractor” means a Tenderer, the Tender of which (or at least one offer contained within which) the City has accepted, and which Tenderer has consequently entered into a Contract;
- (e) “Consultant” means the architect, engineer or other professional consultant who will act as the City’s agent for the purpose of managing and administering a Contract, who may be an employee of the City or an independent consultant engaged by the City on its behalf;
- (f) “Drawings” means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (g) “Form of Tender” means the form of tender in Part C - Form of Tender to this ITT on which Tenderers are to complete their Tenders;
- (h) “GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time;
- (i) “Information and Privacy Legislation” includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- (j) “Losses” means, in respect of any matter, all:
 - (i) direct and indirect; and
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (k) “Notice of Award” has the meaning set out in Part C - Form of Tender;
- (l) “Notice to Proceed” has the meaning set out in Part C - Form of Tender;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

- (m) "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (n) "Specifications" means the portion of the Tender Documents consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work;
- (o) "Tender" means a tender submitted to the City in response to this ITT;
- (p) "Tender Contract" means the contract between the City and each Tenderer governing the ITT process;
- (q) "Tender Documents" means the documents identified as such in Part A - Introduction;
- (r) "Tenderer" means an entity eligible to participate in this ITT process;
- (s) "Tender Price" means the amount stipulated by the Tenderer in the space provided therefor in the Form of Tender, including all applicable taxes, which price, for greater certainty, is the Tenderer's proposed Contract Price to complete all of the Work;
- (t) "Work" means the total construction and related services required by the Tender Documents; and
- (u) "Work Site" or "Site" means the area or areas on or about the City's property where the Work is to be carried out.

All other capitalized terms used in this ITT have the meanings given to them elsewhere in the ITT.

1.2 Interpretation

- (a) In the Tender Documents, any reference to the masculine, the feminine or the neuter includes the others unless the context requires otherwise. Also, any reference to the singular includes the plural where appropriate.
- (b) If there is a conflict between or among (i) the Specifications and Drawings and (ii) the other Tender Documents, the other Tender Documents shall prevail over the Specifications and Drawings.
- (c) In these Tender Documents, the word "should" and the terms "is asked to" and "are asked to" are used to denote actions or Tender inclusions that, while not mandatory, are strongly recommended. In contrast, the terms "will", "shall", "must", "is to", "are to", "is required to" and "are required to" are used to denote mandatory requirements of the ITT. If a Tenderer is uncertain as to whether or not a particular action or Tender inclusion is mandatory, the Tenderer should submit an enquiry to the Contact Person.

2.0 SUBMISSION INSTRUCTIONS

- 2.1 Each Tenderer must complete its Tender on the Form of Tender and submit its Tender in accordance with the instructions set forth on the cover page of the ITT.

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS**

- 2.2 Any Tender received after the Closing Time may be returned unopened to the Tenderer.
- 2.3 Faxed or emailed Tenders and/or other documents will not be accepted.
- 2.4 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer (as necessary for due execution on behalf of the Tenderer). Each Tender by a company or partnership should specify the full legal name of the legal entity submitting the Tender.
- 2.5 All blank spaces in the Form of Tender should be filled in and all schedules completed. Any failure by a Tenderer to complete the Form of Tender may result in preference being given to competing Tenderers. All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations or other corrections should be initialled by an authorized signatory of the Tenderer.
- 2.6 Subject to any alternatives or options in respect of which the City requests pricing or other information in a Schedule to the Form of Tender, Tenders are to be all inclusive and without qualification or condition.
- 2.7 The City may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the City's website, as set out in Part A - Introduction.
- 2.8 A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time: a) by submitting an amendment identifying a plus or minus variance to the Tenderer's Tender Price or the Tenderer's price for a subset of the Work (if, in the latter case, Section 1.0 of the Form of Tender requests that, in addition to offering a Tender Price for all of the Work, the Tenderer offer prices for subsets of the Work); or b) by sending in a completely new Tender, clearly indicating it replaces the previously submitted Tender. Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the City shall only review and evaluate the Tender as amended.
- 2.9 The City will not be responsible for any cost incurred by any Tenderer in preparing a Tender.

3.0 BONDS

- 3.1 Tenders will be irrevocable and each offer made therein shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time. Each Tender must be accompanied by a bid bond valid for a period of ninety (90) calendar days commencing on the Closing Time, 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 a Contract and the delivery of the performance bond and labour and material payment bond required by the Form of Tender. The forms of these bonds are to 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)

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

- 3.2 Each Tender must be accompanied by a "Consent of Surety", substantially in the form provided as a schedule to the Form of Tender, duly completed by a surety company authorized and licensed to carry on business in British Columbia.
- 3.3 The bid bonds of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the bid bond of the Tenderer to whom the award is made will be returned upon execution of the Contract, delivery of a performance bond for 50% of the Tender Price (or the aggregate tendered price for the subset(s) of the Work in respect of which a Notice of Award has been given) and a labour and material payment bond for 50% of such price, commencement of the Work, and compliance with any other conditions set out in the Form of Tender. The cost of all bond premiums must be included in the Tender Price.
- 3.4 All bonds must be issued by a surety company authorized and licensed to carry on business in British Columbia.

4.0 TENDER PRICE

- 4.1 Subject to any adjustment for changes to the Work, which is approved by the City in accordance with the Tender Documents or Contract Documents, the Tender Price shall be the maximum compensation owing to the Contractor for the Work (and each tendered price for any subset of the Work referred to in Section 1.0 of the Form of Tender (if applicable) shall be the maximum compensation owing to the Contractor for such subset of the Work) and the Contractor's compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work (or the relevant subset of the Work).
- 4.2 If unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such information must be included in the Tender. Furthermore, if such unit prices or other price breakdowns are requested in a schedule to the Form of Tender, such amounts may be used to compute interim progress payments and will be reviewed by the City in its evaluation of Tenders; therefore Tenderers should ensure that such amounts accurately reflect their costs for each item. A Tenderer may be required to justify any submitted unit price or other price breakdown.
- 4.3 If an itemized breakdown of the Tender Price (or of the tendered price for any subset of the Work) is requested in a schedule to the Form of Tender, the City may delete any items in order to meet any budget limitation and award a Contract for only the remaining items to a Tenderer who is agreeable thereto.
- 4.4 If Section 1.0 of the Form of Tender requests that, in addition to offering a Tender Price for all of the Work, each Tenderer offer prices for subsets of the Work, then, each such offer made in respect of a subset of the Work by a Tenderer shall be irrevocable to the same extent as, and otherwise subject to all of the same terms and conditions as, the Tenderer's offer to complete all of the Work for the Tender Price. If Tenders are made in respect of subsets of the Work, the City may award a Contract for all of the Work to one Tenderer or it may award multiple Contracts to different Tenderers in respect of particular subsets of the Work. The City may also determine, in order to meet any budget limitation, to award Contract(s) only in respect of one or more, but not all, of the subsets of Work described in Section 1.0 of the Form of Tender. Tenderers are advised that the City is not bound to award any Contract to the Tenderer offering to complete the Work, or offering to complete any subset of the Work, for the lowest price. Without limiting the foregoing, the City may split the award of Contracts

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

even though the aggregate Contract price is higher than any particular Tenderer's Tender Price.

5.0 ACCEPTANCE OF TENDERS

5.1 Despite anything to the contrary contained in the Tender Documents:

- (a) Tenderers are notified that the lowest or any Tender (or the lowest price offered for any particular subset of the Work, if applicable) need not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time, or cancel the ITT process, without further explanation or to accept any Tender (or any offer made within a Tender) that is considered advantageous to the City.
- (b) Acceptance of any offer made within a Tender is contingent on funds being approved and a contract award being made by, or pursuant to authority delegated by, Vancouver City Council and the compliance of the Tenderer with the conditions required to be satisfied upon receipt of a Notice of Award.
- (c) Tenders which fail to conform to the Tender Documents may or may not be disqualified or rejected. The City may or may not waive any non-compliance with the Tender Documents, including any material non-compliance, irregularity or anomaly, and including any non-compliance as to the timing of delivery of anything required by the Tender Documents, and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out in this ITT.
- (d) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of a Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to any Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation of the City to advise any other Tenderers or to allow them to vary their tendered price(s) as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any Tenderer as a result of such acceptance of clarification.
- (e) The award of any Contract will be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable, in the City's sole opinion:
 - (i) the overall cost impact of a Tender (or an offer therein) on the operations of the City, taking into account all applicable taxes;
 - (ii) the ability and experience of a Tenderer, the Tenderer's proposed suppliers and subcontractors, and all of their respective senior staff and key personnel proposed to be assigned to carry out the work;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

- (iii) a Tenderer's technical credibility, financial resources, environmental responsibility and WorkSafeBC safety record;
 - (iv) a Tenderer's understanding of the proposed work;
 - (v) a Tenderer's scheduling of the proposed work in relation to the City's schedule and its ability to complete the work within the time frame required by the City;
 - (vi) a Tenderer's ability to meet bonding and insurance requirements (as applicable);
 - (vii) a Tenderer's understanding and ability to meet the City's sustainability goals;
 - (viii) the best value to the City in terms of quality, service, price and any other criteria set out in this ITT, based solely on the City's subjective assessment of Tenders;
 - (ix) a Tenderer's level of compliance with the requirements set out or described in this ITT; and
 - (x) the quality of references, resumes, and curriculum vitae, and the reputations of a Tenderer, its suppliers and subcontractors, and all of their respective senior staff and key personnel, particularly as the same relate to the proposed work.
- (f) If the City determines that all Tender Prices are too high, all Tenders may be rejected.
- (g) The City may, prior to any Contract award, agree, with the Tenderer considered to provide best value or any one or more Tenderers, to certain changes to the scope of the Work or certain changes to Contract conditions, in each case without having any duty or obligation to advise any other Tenderers or to allow them to vary any tendered prices as a result of such changes, and the City will have no liability to any other Tenderer as a result of such changes. However, each Tender must be a tender in respect of the Work set forth herein, to complete that Work (or to complete subsets of that Work, if so specified in Section 1.0 of the Form of Tender) under an agreement in the form of the Form of Agreement included as Part D of the ITT, and not propose variations thereto.
- (h) Each Tenderer acknowledges and agrees that the City will not be responsible for Losses incurred by the Tenderer as a result of or arising out of submitting a Tender, or due to the City's acceptance or non-acceptance of its Tender, or any part thereof, or any breach by the City of the Tender Contract between the City and the Tenderer, or arising out of any Contract award not being made in accordance with the express or implied terms of the Tender Documents.
- (i) The City may award a Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (j) Prior to any Contract award, a Tenderer may be required to demonstrate financial stability. Should the City so request, a Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant.

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS**

- (k) City guidelines or policies that may be applicable to the ITT will not give rise to legal rights on the part of any Tenderer, Contractor, subcontractor, supplier, or other person as against the City and will in no case create any liability on the part of the City. For certainty, the City's Procurement Policy, as amended or replaced from time to time, is now agreed to be an internal guideline document and creates no legal rights or obligations with respect to this ITT.
- (l) The City may reject any Tender by a Tenderer that has engaged in collusion with another Tenderer or otherwise attempted to influence the outcome of the ITT other than through the submission of its Tender.
- (m) The City may elect, in its sole discretion, to accept for consideration Tenders that contain conditions or qualifications that are in the nature of corrections of typos or resolutions of internal inconsistencies in this ITT or the Form of Agreement in Part D, or that represent immaterial changes to the Form of Agreement in Part D and do not consist of changes of substance or changes to allocations of risk, or with respect to the scope of any Work, that are for the avoidance of doubt only and do not suggest any deviation from the requirements of the ITT. This Section 5.1(m) is a reservation of rights for the benefit of the City and no Tenderer may rely on this paragraph to qualify its Tender.

6.0 AWARD OF CONTRACT

- 6.1 Award of a Contract will be subject to approval by, or pursuant to authority delegated by, Vancouver City Council and the Tenderer's compliance with the conditions required to be met upon receipt of the Notice of Award.
- 6.2 Any successful Tenderer will become a Contractor and will be required to sign a Contract with the City, subject to any amendments approved by the City in writing.

7.0 EXAMINATION OF TENDER DOCUMENTS

- 7.1 Each Tenderer should examine the Tender Documents and must also satisfy itself of the extent of the Work. Each Tenderer must make its own estimate of the facilities and difficulties attending the performance and the completion of Work.
- 7.2 No allowance will be made on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of the foregoing clause 7.1.

8.0 SITE EXAMINATION/PRE-SUBMISSION DUE DILIGENCE BY TENDERER

- 8.1 Tenderers should make a careful examination of the Work Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature and extent of Work, the means of access to the Work Site, the extent of required coordination with public use of adjacent areas, and any and all matters which are referred to in the Specifications and Drawings and other Tender Documents, or which are necessary for the full and proper completion of any Work or are required by the conditions under which it must be performed. No allowance will be made subsequently for any error, negligence, interpretation, or misinterpretation on a Contractor's part.
- 8.2 The City and the Consultant do not make any representations or warranties concerning the completeness or accuracy of Work Site and geotechnical information (if any) provided in or

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

with the Tender Documents, and each Tenderer must evaluate such information as part of its overall assessment of actual Work Site conditions.

- 8.3 If any Tenderer wishes to evaluate any Work Site conditions, and, for that purpose, requires access or documents from the City beyond the access and documents already provided for in this ITT, the City encourages the Tenderer to submit a written request to the City as far in advance of the Closing Time as is possible. The City will then consider whether or not to facilitate the request. In response to such a request, the City may elect to, itself, undertake a particular study and distribute the results to all Tenderers.

9.0 INTERPRETATION AND CLARIFICATIONS

- 9.1 If any Tenderer is in doubt as to the correct interpretation of any part of the Specifications, Drawings, or other Tender Documents, the Tenderer should request an interpretation of the same from the City at least five business days prior to the Closing Time. In the absence of such a request, the Tenderer's Tender will be presumed to be based upon the interpretation that may be subsequently given in accordance with the Contract Documents, after award of a Contract.
- 9.2 Prior to the Closing Time, all requests for clarification of the Specifications, Drawings, or other Tender Documents will be answered in writing by the City and then sent to all prospective Tenderers who have submitted a Response Notification Form on or before the indicated deadline. The City is not responsible for any other explanations or interpretations of the Specifications, Drawings or other Tender Documents.

10.0 PRODUCT APPROVAL

- 10.1 Wherever any material, machinery, equipment or fixture (any "**Product**") is specified or shown in the Tender Documents by reference to a proprietary item, product or model number, catalogue number, manufacturer or trade name or similar reference, each Tenderer obligates itself to submit its Tender and, if applicable, accept award of a Contract based upon the use of such Product. Use of any such reference in the Tender Documents is intended to establish the measure of quality which the City (or its Consultant) has determined to be requisite and necessary for the Work. Where two or more Products are shown or specified, the Contractor has the option of which to use.
- 10.2 For approval of Products other than those specified, a Tenderer should submit a request in writing to the City at least five business days prior to the Closing Time. Requests must clearly define and describe the Product for which approval is requested. Requests should be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the items. Approval by the City will only be in the form of an addendum to the Specifications issued by the City.
- 10.3 Approvals of Products, as noted in clause 10.2 above, shall only be deemed effective insofar as the Products conform to the Specifications.

11.0 INSURANCE

- 11.1 Each Tenderer should ensure that it can maintain the insurance described in the Form of Agreement (Part D).

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS**

11.2 The Tenderer should complete and submit the "Certificate of Existing Insurance" attached as a Schedule to the Form of Tender, together with the "Undertaking of Insurance" attached as a Schedule to the Form of Tender.

11.3 Following Contract award, a successful Tenderer will be required to complete a "Certificate of Insurance" for the Work (or the particular subset of the Work in respect of which the Contract is made), a copy of which is attached as a schedule to the Form of Tender.

12.0 WORKSAFEBC

12.1 The Tenderer should ensure that it can comply with all WorkSafeBC requirements, as described in the Form of Agreement (Part D).

13.0 LABOUR RATES AND EQUIPMENT

13.1 Tenderers must provide, if requested in a schedule to the Form of Tender, the force account labour and equipment rates setting out the all-inclusive hourly rates for all applicable types of equipment as well as the all-inclusive hourly rates for all applicable categories of labour, which rates will then apply pursuant to any Contract.

14.0 LISTS OF SUBCONTRACTORS AND SUPPLIERS

14.1 Tenderers should provide, if requested in a schedule to the Form of Tender, lists of proposed subcontractors and suppliers, specifying the name and address of, and the portion of the Work to be completed by, or the equipment or materials to be supplied by, each proposed subcontractor or supplier.

14.2 The City reserves the right to object to any of the proposed subcontractors or suppliers listed in a Tender. If the City objects to a listed subcontractor or supplier, then the City will permit a Tenderer to propose a substitute subcontractor or supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed subcontractor or supplier, the Tenderer may, rather than propose a substitute subcontractor or supplier, consider its Tender rejected by the City and, by written notice, withdraw its tender. The City shall, in that event, return the Tenderer's bid security.

15.0 TAXES AND FEES

15.1 The successful Tenderer will be required to obtain and pay for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work. The City will not be liable in any manner for the same, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims and Losses in relation to obtaining and paying for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work.

15.2 Each Tenderer's Tender Price (and each other price offered by the Tenderer in its Tender, if applicable) must, unless otherwise expressly stated, be inclusive of all applicable municipal, provincial, federal and other taxes, and all customs and excise duties and other assessments and charges, including sales taxes assessed upon the sale of goods and services to the City under the Contract, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims which shall be made with respect thereto.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS

16.0 NON-RESIDENT WITHHOLDING TAX

- 16.1 Tenderers are advised that, if the Contractor is not a resident of Canada, federal tax legislation may require that a certain percentage of any Contract Price otherwise payable to the Contractor be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending on, among other things, the country of residence, the provisions of any applicable tax treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of the Canada Revenue Agency for further details. Under any Contract, any and all money so withheld and remitted shall be treated as a payment to the Contractor against the Contract Price.

17.0 NO CLAIM AGAINST THE CITY

- 17.1 The Tenderer acknowledges and agrees that the City will not be responsible for any Losses incurred by the Tenderer, including, without limiting the generality of the foregoing, any Losses incurred by the Tenderer directly or indirectly caused by any act or omission of the City or breach of any agreement or duty by the City, express or implied, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim whatsoever.
- 17.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Consultant) harmless from and against all Losses, in respect of any claim or threatened claim by any of its subcontractors, or materials or equipment suppliers alleging or pleading:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Consultant);
 - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Consultant), occurring in the course of conducting this ITT; or
 - (c) liability on any other basis related to the ITT or the Tender Contract.

18.0 DISPUTE RESOLUTION

- 18.1 Any dispute relating in any manner to this ITT, except only disputes arising between the City and any Tenderer to whom the City has made an award of a Contract, which arise under such Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director - Supply Chain Management;
 - (b) Sections 17.1 and 17.2 above will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator; and
 - (c) The Tenderer will bear all costs of the arbitration.

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART B - TERMS AND CONDITIONS OF ITT PROCESS**

19.0 CONFIDENTIALITY AND PRIVACY

- 19.1 Each Tender, once submitted to the City, becomes the property of the City, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. Each Tender, upon submission to the City, will be received and held in confidence by the City, unless and to the extent that it is or must be disclosed pursuant to Information and Privacy Legislation or other applicable legal requirements. If unsuccessful, a Tenderer, at the City's request, shall destroy or return all copies and originals (in any format or medium) of the Tender Documents.

20.0 RELEASE OF INFORMATION RESTRICTED

- 20.1 The release of information about Tenders is restricted. Tenderers may attend the opening and registering of Tenders (referred to on the cover page of this ITT) in order to obtain information concerning the names of the other Tenderers who have submitted a Tender and the Tender Price (and tendered prices for subsets of the Work, if referred to in Section 1.0 of the Form of Tender) shown on each Form of Tender. However, no other information is anticipated to be disclosed by the City.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER

Tender of:			
	Legal Name of Person, Partnership or Corporation (the "Tenderer")		
Business Address:			
Postal or Zip Code:			
Cheques Payable to/Remit to Address:			
Postal or Zip Code:			
Key Contact Person:			
Telephone No.:		Fax No.:	
E-mail:			
Tax registration numbers (as applicable):			
Dun & Bradstreet Number (if available):		WorkSafeBC Account Number:	
City of Vancouver Business License Number (if the Tenderer has an office in Vancouver):		Date, Jurisdiction and Form of Organization (as applicable):	

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER

1.0 TENDER PRICE AND SCHEDULE

Having carefully read and examined the Tender Documents, and having agreed to the terms and conditions set out in Part B of the ITT, the undersigned Tenderer (for purposes of this Tender, the "Tenderer") offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor, and to enter into an agreement in the form of the Form of Agreement set forth as Part D of the ITT to execute the Work, for the Tender Price specified below.

ITT NO. PS20140179: PRICING A - DECONSTRUCTION AND ABATEMENT
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$ _____)
The Tender Price <u>includes all PST and GST.</u>

ITT NO. PS20140179: PRICING B - DEMOLITION AND ABATEMENT
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$ _____)
The Tender Price <u>includes all PST and GST.</u>

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER**

The Tenderer's offer to complete all of the Work is an offer made according to the following schedule:

- (a) Work will begin by **November 24, 2014**, subject to the City issuing a Notice to Proceed.
- (b) Substantial performance of the Work is targeted for **December 19, 2014**.
- (c) Total performance of the Work is targeted for **January 9, 2015**.

2.0 ELECTRONIC PAYMENTS ACKNOWLEDGEMENT

If awarded a contract, the Tenderer agrees that all payments to be made by the City will be by electronic funds transfer, and the Tenderer will provide the City with the necessary banking information to facilitate this process.

3.0 IRREVOCABILITY; NOTICE OF AWARD

The Tenderer agrees that each offer made by the Tenderer herein will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing on the Closing Time, even if an offer of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts an offer of the Tenderer (a "**Notice of Award**"), the Tenderer will, within ten (10) Working Days of the receipt of the Notice of Award, deliver to the City:

- (a) a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Tender Price of the Work in respect of which the Notice of Award is given, as referred to in Section 1.0 above issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- (b) a detailed construction schedule consistent with the preliminary construction schedule included in this Tender, which indicates the timing of the major activities of the relevant Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate such Work will be performed by the relevant completion date stated in this Tender;
- (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific details of the methods, signage and materials used to maintain Work Site operations and access to staff and public users of the Work Site;
- (d) a detailed Work Site-specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
- (e) a WorkSafeBC number and a "clearance letter" confirming that the Tenderer is in WorkSafeBC compliance;

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER**

- (f) a valid City of Vancouver business licence;
- (g) a completed Contractor's Pre-Contract Hazard Assessment Form (in the form of Schedule 9 to the Form of Agreement);
- (h) banking details to support payments by Electronic Funds Transfer (EFT); and
- (i) a completed and signed Certificate of Insurance (in the form attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract, including that specified in Schedule M, is in place.

4.0 NOTICE TO PROCEED

The Tenderer agrees that upon the City's receipt and acceptance (in the City's discretion) of the required submissions listed above, the Tenderer will, within two (2) Working Days, execute and return to the City the Contract and the other Contract Documents requiring execution (in each case, as prepared by the City for execution) and, upon the City's receipt and acceptance thereof, the City may deliver to the Tenderer a "Notice to Proceed", and the Tenderer will:

- (a) commence the relevant Work within two (2) Working Days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- (b) issue, post, and copy the City on the "Notice of Project" as and when required under section 20.2 of the *Occupational Health & Safety Regulation* (BC Regulation 296/97).

5.0 CONDITIONS

- (a) The Tenderer agrees that if the Tenderer receives a Notice of Award or a Notice to Proceed and fails or refuses to comply with the requirements stated in the foregoing clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be deemed to be a repudiation of the Tender Contract and refusal to enter into the relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the bid security shall be forfeited to the City in the amount equal to the lesser of:
 - (i) the face value of the bid security; and
 - (ii) the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest or any submitted tender will not necessarily be accepted in relation to all or any of the Work. The City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.
- (c) The schedules attached to this Form of Tender form an integral part of the same.

6.0 ADDENDA, AMENDMENTS AND QUESTIONS AND ANSWERS

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER**

The Tenderer acknowledges receipt of the following addenda, amendments and questions and answers to the Tender Documents:

Addendum No.
Amendment No.
Questions and Answers No.

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

7.0 CITY PRE-CONTRACT HAZARD ASSESSMENT

The Tenderer acknowledges receipt of the completed City Pre-Contract Hazard Assessment (Schedule 8 of Part D - Form of Agreement), subject to GC 9.4.12, Schedule 1 of Part D - Form of Agreement.

8.0 CERTIFICATION

The Tenderer represents and warrants that this Tender complies in all respects with the Tender Documents.

9.0 LABOUR

The above stated price is based on the Work under the Contract being performed by union/non-union labour. (Delete "union" or "non-union" as applicable).

10.0 CONTRACT TERMS IN PART B OF THE ITT

Without limitation, the Tenderer expressly agrees with the City to all of the terms and conditions set forth in Part B of the ITT and is bound thereby.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART C - FORM OF TENDER

SIGNED on behalf of the Tenderer this _____ day of _____ 20____ by the duly authorized signatory or signatories of the Tenderer:

Per: _____

Name and Title: _____

Per: _____

Name and Title: _____

If the Tenderer has a corporate seal, the corporate seal should be applied in the space below:

If the Tenderer is an individual, a proprietorship or a partnership, the above signature(s) should be witnessed:

Witness signature

Witness name

Witness address

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by **November 24, 2014** and substantial performance is targeted for **December 19, 2014**. Please clearly define time requirements for project milestones identified in the table below. If necessary, please add an attachment to this Schedule.

TABLE 1 - PROJECT MILESTONES	
Milestone	Date of Completion
Expected Start Date	November 24, 2014
Substantial Performance	December 19, 2014
Project Completion	January 9, 2015

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20140179, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "C" (PART C - FORM OF TENDER)

SCHEDULE "C"

SUBCONTRACTORS AND SUPPLIERS

1.0 SUBCONTRACTORS

The Tenderer intends to use the following subcontractors for the portions of the Work identified below. (All subcontractors who are proposed to perform any portion of the Work should be listed.)

Subcontractor	Address	Type of Work

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20140179, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "C" (PART C - FORM OF TENDER)

2.0 A hazardous materials survey has been performed at the Site.

Abatement must be carried out in accordance with the *Occupational Health and Safety Regulation* (British Columbia).

The Tenderer should propose to use one or more of the following pre-qualified hazardous materials abatement contractors for the abatement work and such contractor(s) should be named in the table above.

PRE-QUALIFIED ABATEMENT CONTRACTORS (in alphabetical order)

Company	Address	Phone Number	Email
Actes Environmental	1631 Welch Street, North Vancouver, BC	604-990-4258	info@actesenvironmental.com
Environ-Vac	8815 Harvie Road, Surrey, BC	888-296-2499	info@envirovac.com
Nucor Environmental Solutions Limited	No. 8 - 1600 Derwent Way, Delta, BC	604-521-2214	jimd@nucorenv.ca
Phoenix Enterprise	103 - 13125 - 78 th Avenue, Surrey, BC	604-594-0224	phoenixent@phoenixenterprisesltd.com
Pro Active Hazmat and Environmental	101 - 9295 198 Street, Langley	778-298-2268	lukeb@proactivehazmat.com
Quantum Murray	100 - 3600 Viking Way, Richmond, BC	1.800.251.7773	info@qmlp.ca

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "C" (PART C - FORM OF TENDER)

SUPPLIERS

The Tenderer intends to use the following suppliers and manufacturers for

Supplier	Manufacturer	Address	Item

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20140179, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "D" (PART C - FORM OF TENDER)

SCHEDULE "D"

TENDERER'S EXPERIENCE WITH RELATED WORK

Tenderers should confirm that they and their proposed subcontractors have the required experience to perform the Work. Each Tenderer should submit information concerning a minimum of **three** completed projects (similar in scope and size to the Work or to any particular subset of the Work in respect of which separate offers are requested in Section 1.0 of the Form of Tender, if applicable), for each of itself and its proposed subcontractors, including the following information:

Reference #1

Description of Project:

Location of Project:

Contract Value:

\$ (Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes No (Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "D" (PART C - FORM OF TENDER)

Reference #2

Description of Project:

Location of Project:

Contract Value:

\$

(Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes

No

(Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "D" (PART C - FORM OF TENDER)

Reference #3

Description of Project:

Location of Project:

Contract Value:

\$

(Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes

No

(Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20140179, FORM OF TENDER - SCHEDULE D", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "E" (PART C - FORM OF TENDER)

SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

Tenderers should complete the following tables setting out the all-inclusive hourly rates for all applicable types of equipment as well as the all-inclusive hourly rates for all applicable categories of labour, which rates will then apply pursuant to any Contract.

TABLE 1 - SCHEDULE OF LABOUR RATES

Job Classification	Regular Rate	Overtime Rate
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

No.	Equipment Description	Hourly Rate	No. of Hours	Overhead And Profit	Total Price
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$

Labour and equipment rates must be inclusive of all taxes except for GST, and all assessments, benefits, small tools, overhead and profits.

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20140179, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "F" (PART C - FORM OF TENDER)

SCHEDULE "F"

FORM OF CONSENT OF SURETY

PROJECT: _____

Should it be required, we the undersigned Surety Company does hereby undertake to become bound as a surety in an approved Contract Performance Bond and Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the awarded Contract Price for the fulfillment of a Contract, which may be awarded to _____ at the Tender Price (or another offered price) set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to conform to the applicable CCDC forms and be filed with the City within 10 Working Days of receipt of Notice of Award of a Contract, unless otherwise directed by the City.

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "G" (PART C - FORM OF TENDER)

SCHEDULE "G"

SUSTAINABILITY

1. Please list any products or services contemplated in the Tender that are toxic or hazardous to the environment or humans and complete the following table in relation thereto.

Item	Description of Toxin/Hazard	Substantiation for Use	Mitigation strategy to reduce the effect of the Toxin/Hazard

2. Please identify the Tenderer's standard practices for disposal of obsolete or expired products or equipment.

Item	Type of Product/Equipment	Disposal Method

3. Please identify the Tenderer's current or proposed solutions to address and reduce carbon emissions.

Item	Carbon Emission Risk	Solution to Reduce Carbon Emissions

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "H" (PART C - FORM OF TENDER)

SCHEDULE "H"

CERTIFICATES OF INSURANCE

(TO BE COMPLETED IF AWARDED THE CONTRACT)

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

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

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

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

Including the following extensions:

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

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

✓ Employees as Additional Insureds

All Risk Tenants' Legal Liability: \$ _____

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: _____

POLICY NUMBER: _____

Deductible Per Occurrence: \$ _____

POLICY PERIOD: From _____ to _____

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

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

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

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

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

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

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

8. **POLICY PROVISIONS:**

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

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

ENVIRONMENTAL IMPAIRMENT OR POLLUTION LIABILITY INSURANCE CERTIFICATE

Section 5 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2 through 5 – to be completed and executed by the Insurer or its Authorized Representative

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

BUSINESS TRADE NAME OR DOING BUSINESS AS

BUSINESS ADDRESS

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

3. **ENVIRONMENTAL IMPAIRMENT OR POLLUTION LIABILITY INSURANCE** ☐ CLAIMS MADE FORM or ☐ OCCURRENCE FORM

Please check on the applicable insurance policy form

- ☐ Annual Policy Form
- ☐ Project Specific Policy Form in the Joint Named Insured of the Owner, the City of Vancouver, Architects, Engineers, Consultants, Sub-consultants, Contractors, and Subcontractors, including their officials, officers, employees, agents, and all participants engaged in or connected with the above Project/Contract.

The insurance policy will include the following extensions: **Check Additional Extensions where applicable and included:**

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Bodily Injury or Loss of Life ✓ Cross Liability or Severability of Interest ✓ Employees as Additional Insureds ✓ Blanket Contractual Liability ✓ Broad Form Products and Completed Operations ✓ Broad Form Property Damage Including Loss of Use ✓ Contingent Transportation Coverage ✓ Pollution Liability Resulting From or Involving Use of or Removal of Asbestos, Mould, Lead or Contaminants of Any Kind | <ul style="list-style-type: none"> <input type="checkbox"/> Incidental contingent site liability <input type="checkbox"/> Non-owned disposal site liability <input type="checkbox"/> Work below ground level over 3 metres <input type="checkbox"/> Excavation, shoring, underpinning, pile driving or caisson <input type="checkbox"/> Demolition, removal or weakening of support of property <input type="checkbox"/> Blasting <input type="checkbox"/> Operation of hoist or attached machinery operations <input type="checkbox"/> 24 months completed operations <input type="checkbox"/> 36 months completed operations |
|---|---|

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:

Limit of Coverage:\$ _____ Aggregate:\$ _____

Deductible Per Occurrence:\$ _____ Retroactive Date End: _____

4. ☐ **UMBRELLA** or ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____

5. **POLICY PROVISIONS**

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "I" (PART C - FORM OF TENDER)

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "J" (PART C - FORM OF TENDER)

SCHEDULE "J"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20140179 - BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE

Dear Sirs:

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

Dated at _____, British Columbia, this _____ day of _____ 20____.

By: _____

Title: _____

Full Corporate Name of Insurer:

The "Certificate of Existing Insurance" provided with the ITT should be completed and signed and enclosed with this schedule, 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 THE TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "K" (PART C - FORM OF TENDER)

Schedule "K"

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below *(include all violations/convictions that have occurred in the past three years as well as plans for corrective action)*.

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(vendor name).

Signature: _____

Name and Title: _____

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

The Tenderer confirms and warrants that there is no officer, director, shareholder, partner or employee of the Tenderer or of any of its proposed subcontractors, or any other person related to the Tenderer's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Tender by the City, and, in each case, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule M.

Declaration as to No Conflict of Interest Respecting Proposed Supply

The Tenderer confirms and warrants that neither the Tenderer nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the ITT would create a conflict of interest or the appearance of a conflict of interest between the Tenderer's duties to the City and the Tenderer's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule M.

Declaration as to No Collusion

The Tenderer confirms and warrants that:

- (a) the Tenderer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the Tender; and
- (b) the Tenderer is not competing within the ITT with any entity with which it is legally or financially associated or affiliated,

in each case, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule M.

Declaration as to Lobbying

The Tenderer confirms and warrants that:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "L" (PART C - FORM OF TENDER)

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the Tender or sought, other than through the submission of the Tender, to influence the outcome of the ITT,

in each case, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule L.

Disclosure [Add disclosure here.]

THE TENDERER HAS EXECUTED AND DELIVERED THIS DECLARATION AS AN INTEGRAL PART OF ITS TENDER IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE "M" (PART C - FORM OF TENDER)

SCHEDULE "M"

ENVIRO-POLLUTION INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

In addition to the other insurance requirements noted in the Form of Agreement (Part D), the Tenderer acknowledges the following environmental/pollution insurance requirements:

THE TENDERER HAS EXECUTED AND DELIVERED THIS DECLARATION AS AN INTEGRAL PART OF ITS TENDER IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

Signature of Authorized Signatory for the Tenderer

Date

Name and Title



**INVITATION TO TENDER ("ITT") NO.PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH
AVENUE**

CONSTRUCTION AGREEMENT

between

[CONTRACTOR NAME]

and

CITY OF VANCOUVER

[DATE]

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
TABLE OF CONTENTS (PART D - FORM OF AGREEMENT)

TABLE OF CONTENTS

	Page
ARTICLE A-1 THE WORK.....	3
ARTICLE A-2 AGREEMENTS AND AMENDMENTS	4
ARTICLE A-3 CONTRACT DOCUMENTS	4
ARTICLE A-4 CONTRACT PRICE	5
ARTICLE A-5 PAYMENT	5
ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES.....	5
ARTICLE A-7 LAW OF CONTRACT.....	6
ARTICLE A-8 SUCCESSORS AND ASSIGNS	6
ARTICLE A-9 TIME OF THE ESSENCE	6
SCHEDULE 1 SUPPLEMENTARY GENERAL CONDITIONS	8
SCHEDULE 2 LIST OF SPECIFICATIONS AND DRAWINGS	57
SCHEDULE 3 SCHEDULE OF PRICES	58
SCHEDULE 4 SUBCONTRACTORS AND SUPPLIERS	59
SCHEDULE 5 PROJECT SCHEDULE	60
SCHEDULE 6 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS	61
SCHEDULE 7 INSURANCE CERTIFICATE	62
SCHEDULE 8 CITY PRE-CONTRACT HAZARD ASSESSMENT FORM	63
SCHEDULE 9 CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM.....	64
SCHEDULE 10 FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES	65

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART D - FORM OF AGREEMENT

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") dated for reference **[insert date]** is entered into

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

[INSERT NAME OF CONTRACTOR]
[insert address]

(the "Contractor")

OF THE SECOND PART

BACKGROUND

- A. By way of an Invitation to Tender for PS20140179 BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE the City requested tenders from general contractors to perform the Work.
- B. In response to the Invitation to Tender, the Contractor submitted a tender dated **[insert date]**.
- C. After evaluating the tenders and obtaining necessary approvals, the City issued a Notice of Award to the Contractor, thereby creating this Contract with the Contractor for the Work based on the Contractor's tender.

THE CITY AND THE CONTRACTOR NOW AGREE AS FOLLOWS:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for PS20140179 BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE at 1696 West 5th Avenue in Vancouver, British Columbia (which is the Place of the Work), in respect of which Work **[insert name of Consultant]** is acting as, and is, the Consultant;
- 1.2 do and fulfill everything indicated by the Contract Documents; and
- 1.3 commence the Work by the **[day]** day of **[month]**, **[year]** and, subject to adjustment to the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART D - FORM OF AGREEMENT

Project, as certified by the Consultant, by the [day] day of [month], [year], in accordance with the Project Schedule, included as a schedule to this Agreement.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the tender documents that are not expressly listed in Article A-3 of this Agreement.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:
- (a) this Agreement;
 - (b) the "Definitions" and "General Conditions of Stipulated Price Contract" contained within standard construction document CCDC 2 - Stipulated Price Contract, 2008 edition, not attached but incorporated by reference;
 - (c) the following schedules to this Agreement:
 - (i) Schedule 1 - Supplementary General Conditions (the "Supplementary General Conditions")
 - (ii) Schedule 2 - List of Specifications and Drawings (the listed Specifications and Drawings are incorporated by reference);
 - (iii) Schedule 3 - Schedule of Prices (the "Schedule of Prices");
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 - Project Schedule (the "Project Schedule");
 - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
 - (vii) Schedule 7 - Insurance Certificate;
 - (viii) Schedule 8 - City Pre-Contract Hazard Assessment Form
 - (ix) Schedule 9 - Contractor Pre-Contract Hazard Assessment Form
 - (x) Schedule 10 - Force Account Labour and Construction Equipment Rates (the "Schedule of Force Account Labour and Construction Equipment Rates");
 - (d) the Form of Tender submitted by the Contractor, dated [insert], titled [insert] (incorporated by reference) (the "Form of Tender");
 - (e) [the traffic management plan provided by the Contractor to the City (incorporated by reference)];

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART D - FORM OF AGREEMENT

(f) [the Site-specific safety and health plan provided by the Contractor to the City (incorporated by reference)]

(g) insert any other relevant documents to be incorporated by reference.

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

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price to do, perform and supply all the Work in accordance with, and perform all the obligations specified by, the Contract Documents is [insert price without GST], plus GST of [insert amount], for a total Contract Price of [insert total amount, including GST].

4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.

4.3 The PST, GST and other taxes, duties, assessments, charges and fees included in the Contract Price will be remitted by the Contractor to the applicable authorities as and when the City pays the Contract Price to the Contractor or as earlier required by applicable law.

4.4 All amounts are in Canadian dollars.

4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

4.6 For purposes of the Contract Documents, "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time, and "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time.

ARTICLE A-5 PAYMENT

5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Contractor in consideration of the performance of the Work.

5.2 The payment for any Work under this Contract made to the Contractor by the City will not be construed as an acceptance of any Work being in accordance with the Contract Documents.

5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The "Bank Rate" for these purposes is the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties hereto or between them and the Consultant will be in writing and sent:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART D - FORM OF AGREEMENT

- (i) to the City at:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: [insert name]
[insert title]

Fax No.: [insert]
Email: [insert];

- (ii) to the Contractor at:
[insert name and address]; or

- (iii) to the Consultant at: Not applicable

or to such other person or address as one party may advise the other from time to time or at any time, the addresses set forth below, and each such communication will be deemed to be received by the recipient:

- (A) on the date of delivery, if delivered by hand: to the individual, if the recipient is an individual; to a partner, if the recipient is a partnership; or to an officer of the corporation, if the recipient is a corporation; or
- (B) on the day following transmission, if sent by facsimile transmission (and confirmed by documentation of successful transmission) or by e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
- (C) five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption.

ARTICLE A-7 LAW OF CONTRACT

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

ARTICLE A-8 SUCCESSORS AND ASSIGNS

The Contract shall enure to the benefit of and be binding upon the City and Contractor and their respective successors and permitted assigns.

ARTICLE A-9 TIME OF THE ESSENCE

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
PART D - FORM OF AGREEMENT

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

SCHEDULE 1
SUPPLEMENTARY GENERAL CONDITIONS

(SUPPLEMENTARY GENERAL CONDITIONS ARE MODIFICATIONS TO CCDC 2 -2008)

INTRODUCTION

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

AMENDMENTS TO THE DEFINITIONS

The following amendments are made to the "Definitions" in CCDC 2:

Add the following at the end of paragraph 5 (the definition of "Contract"):

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

Delete paragraph 6 and replace with the following:

6. Contract Documents

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

Delete the definition of Owner at paragraph 12 and replace with the following:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

"Owner" or "City"

"Owner" and "City" each mean the entity identified as the "City" in the Agreement (represented as stated therein or otherwise) or the City's authorized agent or representative, as designated to the Contractor in writing. However, "Owner" and "City" each expressly do not include the Consultant and expressly do not include the City of Vancouver acting in its capacity as a municipal regulatory authority.

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

20. Substantial Performance of the Work

Substantial Performance of the Work shall have the same meaning as "completed" in the *Lien Act* including as interpreted by section 1(3) thereof and shall be determined as provided therein and herein.

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

25. Work

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

Add the following definitions:

27. Applicable Laws

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

28. Applicable Permits

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

29. Certificate of Completion

Certificate of Completion means the certificate under section 7 of the *Lien Act* stating that work under a contract or subcontract has been completed and includes an order made under section 7(5) of the *Lien Act*.

30. City-Caused Event

A City-Caused Event is a wrongful act or omission of the City or anyone employed or engaged by it directly or indirectly (other than the Contractor or anyone employed or engaged by it directly or indirectly), which is contrary to the express provisions of the Contract Documents, but for further certainty any event which is beyond the reasonable control of the City or anyone employed or engaged by it directly or indirectly (other than the Contractor or anyone employed or engaged by it directly or indirectly) may an Excusable Event but will not be deemed to be a City-Caused Event.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

31. Cost Plus Work

Cost Plus Work means Work that is described or designated as cost-plus work in the Contract Documents.

32. Environmental Law

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

33. Excusable Event

An Excusable Event means an event or circumstance other than a City-Caused Event: (i) that is beyond the reasonable control of the Contractor, and its Subcontractors and Suppliers, and could not reasonably have been foreseen by the Contractor or its Subcontractors and Suppliers; and (ii) the impact of which could not have been avoided or substantially avoided by the exercise by them of commercially reasonable measures, but for greater certainty includes (subject to items (i) and (ii) above and subject also to items (1) through (4) below): any (A) acts of God, storm, earthquake, flood, fire, lightning, war (declared or undeclared), hostilities, national emergency, civil disturbance or commotion, insurrection, embargo, blockade, import restriction, epidemic, landslide, or explosion, or (B) government order, or regulation or other act of the public authority (except where the order or act results from a party's own acts or omissions or its failure to comply with Applicable Laws or Applicable Permits), but for greater certainty excludes, in any event: (1) any Site Labour Disturbance; (2) any temperature, precipitation, wind or other weather condition which, in any four-week period, differs from the statistical average for that condition in that period by less than one standard deviation, calculated based on relevant data available from Environment Canada; (3) any circumstance or cause resulting from the fault or negligence or omission of the Contractor or its Subcontractors or Suppliers, or their failure to perform the Contractor's obligations under this Contract, including a failure to properly plan or carry out the Work in accordance with the terms hereof; and (4) any event or circumstance which, by the exercise of reasonable diligence, could have been avoided, or the effect of which could have been mitigated, or which arises from a lack of funds.

34. Final Certificate for Payment

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

35. Hazardous Substance

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

36. Holdback Amount

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

37. Lien or Liens

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

38. Lien Act

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

39. Lump Sum Work

Lump Sum Work means Work that is described or designated as lump sum work in the Contract Documents or Work that is not so described or designated but is also not Unit Price Work or Cost Plus Work.

40. Occupancy Permit

Occupancy Permit means an occupancy permit that has been issued by the City of Vancouver for the Place of the Work pursuant to the City of Vancouver Building By-law No. 9419.

41. Owner's Site Construction Rules

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

42. Site

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

43. Site Labour Disturbance

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

44. Total Performance of the Work

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

45. Trade Union Council

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

46. Unit Price Work

Unit Price Work means Work that is described or designated as unit price work in the Contract Documents.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

47. WorkSafeBC Rules

WorkSafeBC Rules means the *Workers Compensation Act* (British Columbia) and the regulations thereunder, including without limitation the *WorkSafeBC Occupational Health and Safety Regulation* (British Columbia), and all amendments made to such act and regulations and in force from time to time, and any statute or regulation that may be passed which supplements or supersedes such regulations.

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

The following amendments are made to the "General Conditions of the Stipulated Price Contract" in CCDC 2:

GC1.1 CONTRACT DOCUMENTS

GC1.1.7.1 is deleted in its entirety and replaced as follows:

- .1 The order of priority of documents, from highest to lowest, shall be:
- the Agreement between the City and the Contractor (excluding its schedules);
 - these Supplementary General Conditions;
 - the Definitions from CCDC 2;
 - the General Conditions from CCDC 2;
 - the Specifications;
 - the Drawings;
 - the other schedules to the Agreement between the City and the Contractor;
 - the other Contract Documents (except for the below document); and
 - the Form of Tender.

GC1.5 ADVERTISING

GC1.5 is added as follows:

GC1.5 ADVERTISING

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC2.2 ROLE OF THE CONSULTANT

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

- 2.2.5 The Consultant will be the "payment certifier" pursuant to the *Lien Act*. Based on the Consultant's observations and evaluation of the Contractor's applications for payment for Work and the Consultant's review of the status of the Work, including as against the Project Schedule, the Consultant will issue certificates of payment and will issue each Certificate of Completion and the Final Certificate for Payment.

GC2.2.19 is added as follows:

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

GC2.2.20 is added as follows:

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

GC2.3 REVIEW AND INSPECTION OF THE WORK

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

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

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

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

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

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

GC2.3.8 is added as follows:

- 2.3.8 The Consultant may:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

GC2.3.9 is added as follows:

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

GC2.3.10 is added as follows:

- 2.3.10 Acceptance of the Work by the City does not free the Contractor from its obligation to correct deficiencies as provided in GC2.4 - DEFECTIVE WORK, which are not identified at the time of drawing up the deficiency list or are hidden deficiencies.

GC2.4 DEFECTIVE WORK

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

In the event that work or materials are found to be condemned, then if the Contractor does not remove such condemned materials or work within the time fixed by written notice, the City may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) calendar days thereafter, the City may, upon ten (10) days written notice sell such materials with the proceeds thereof, if any, after deducting all the costs and expenses that should have been borne by the Contractor, being returned to the Contractor.

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

- 2.4.3. If in the opinion of the Consultant it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the City may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents or, at the option of the City, the cost or value of such work as would have been necessary to correct such non-compliance with the Contract Documents. If the City and the Contractor do not agree

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

on the difference in value, they shall refer the matter to the Consultant for a determination.

GC3.1 CONTROL OF THE WORK

GC3.1.3 is added as follows:

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

GC3.1.4 is added as follows:

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

GC3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

GC3.2.2 is amended by deleting the first sentence and replacing it with the following:

When separate contracts are awarded for other parts of the Project, or when work is performed by the City's own forces, the Contractor shall:

GC3.2.2.3 is deleted in its entirety.

GC3.2.2.4 is deleted in its entirety.

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

Failure by the Contractor to so report shall invalidate any claims against the City by reason of the deficiencies of the other contractors' or the City's own forces' work, except those of which the Contractor was not reasonably aware.

GC3.2.7 is added as follows:

- 3.2.7 The Contractor acknowledges that the Site generally and portions of the Project will continue to be used by the City and others as described in the Owner's Site Construction Rules and the Contract Documents. The Contractor will work simultaneously and harmoniously with others using the Site and use all efforts not to interfere with or delay others.

GC3.5 CONSTRUCTION SCHEDULE

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

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

- .1 if the City states in writing that the Contractor has not yet done so to the City's satisfaction, prepare and submit to the City and the Consultant 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, which such construction schedule will, if agreed to by the City, thereafter be deemed to supersede the schedule included in Schedule 5 of the Agreement as the "Project Schedule";

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

... indicating the results expected from the resulting change in schedule.

GC3.5.2 is added as follows:

- 3.5.2 The Contractor will regularly monitor the progress of the Work and advise the City and the Consultant of any revisions to, or any slippage in, the construction schedule.

GC3.5.3 is added as follows:

- 3.5.3 The Contractor will submit to the Consultant and the City's project manager monthly updates and provide comments on adherence to the construction schedule and details of any remedial actions being undertaken to improve schedule slippages.

GC3.5.4 is added as follows:

- 3.5.4 If the construction schedule is not adhered to, the Contractor will use all reasonable means to accelerate the Work, without additional compensation, to comply with the construction schedule. For the avoidance of doubt, references in the Contract Documents to the "construction schedule" will be deemed to be references to the "Project Schedule" unless the context requires otherwise.

GC3.6 SUPERVISION

GC3.6.3 is added as follows:

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

GC3.7 SUBCONTRACTORS AND SUPPLIERS

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

- 3.7.2 The Contractor shall indicate in writing those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work. Should the City not object before signing the Contract, the Contractor shall employ those Subcontractors or Suppliers so identified by the Contractor in writing for the performance of that portion

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

of the Work to which their bid applies. No change of Subcontractors shall be made without cause or written consent of the Consultant and City, which consent will not be unreasonably withheld.

GC3.7.7 is added as follows:

- 3.7.7 In every subcontract the Contractor shall specify that the Consultant shall be the person responsible for payment certification under that subcontract for the purposes of the *Lien Act*. With every request to the Consultant for a determination whether a subcontract has been completed, the Contractor shall furnish a detailed description of the scope of work covered by the subcontract and a complete reconciliation of the subcontract account. In this GC3.7.7, the word "subcontract" shall have the meaning it has when used in the *Lien Act*.

GC3.8 LABOUR AND PRODUCTS

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

GC 3.8 LABOUR AND PRODUCTS

3.8.1 *Unions and Wages*

(a) *Open Site*

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

(b) *Labour Disruptions*

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

- (i) will only retain Subcontractors for the Work whose employees are either:
- (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work; or
 - (2) not certified to be represented by a trade union; and

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

- (ii) represents and warrants that, with respect to any employees of the Contractor who may work at or near the Site and who are certified in British Columbia to

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

(c) *Required for Union Contractors*

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

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

(d) *Fair Wages*

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

- 3.8.2 The Contractor shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Consultant. All Products supplied by the Contractor must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Contractor will promptly abate and remove all Products containing asbestos at its sole cost.
- 3.8.4 The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The City shall have the right, by written notification to the Contractor, to require the removal from the Project of any employee of the Contractor or a Subcontractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who breaches the Owner's Site Construction Rules or causes a breach of the terms of this Contract. Any such

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

employee shall be immediately removed from the Site by the Contractor and shall not be employed again on the Project without the prior written approval of the City.

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

GC3.9 DOCUMENTS AT THE SITE/DAILY RECORD

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

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

GC3.9.2 is added as follows:

- 3.9.2 The Contractor shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the Consultant's inspection at all reasonable times and delivered to the Consultant on completion of the Work. The diary shall detail:
- .1 daily weather conditions;
 - .2 the commencement, progress and completion of various portions of the work;
 - .3 the dates of all meetings and their purposes; and
 - .4 the dates of visits or inspections by government authorities, inspectors, utility companies, etc.

GC3.10 SHOP DRAWINGS

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

... or as the Consultant may reasonably request.

GC3.10.13 is added as follows:

- 3.10.13 The Contractor represents and warrants that it has reviewed all Contract Documents and inspected and examined the Site and the Project to the extent it considers necessary and in accordance with prudent practice and satisfied itself as to the nature and extent of the conditions, including the physical and climatic conditions which may be encountered in the performance of the Work and to the extent possible to establish the state and quality of the existing construction. The Contractor further acknowledges that it will be required to share the Site with the City and others, all as described in the Owner's Site Construction Rules or the Contract Documents.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC3.12 CUTTING AND REMEDIAL WORK

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

... unless the City elects to do the work or retain other contractors, after having given the Contractor written notice of the work to be performed. Such work shall be performed in accordance with GC3.2.

GC4.1 CASH ALLOWANCES

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

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, such cash allowances:

- (a) will cover the net out-of-pocket cost of the Contractor for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances, but
- (b) will not cover labour or installation, unless (and then only to the extent):
 - (i) specifically stated in the Contract Documents as being included in the cash allowance, or
 - (ii) specifically designated as an itemized or separate price for purposes of the cash allowance,

and otherwise will be deemed to be included in the Contract Price (ex-cash allowances).

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

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

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC5.1 is deleted in its entirety and replaced with the following:

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

- 5.1.1 The City shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract. The Contractor now acknowledges that the City's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.
- 5.1.2 The City shall give the Contractor Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.
- 5.1.3 The City shall pay to the Contractor for the proper and timely performance and completion of the Work the Contract Price, consisting of:
- (i) if all or part of the Work is described or designated as Unit Price Work in the Schedule of Prices, the product of each unit price stated in the Schedule of Prices, multiplied by the quantity of each corresponding item of Work necessary for the proper performance and completion of the Work (and if such quantity differs from the quantity expressed in the Contract Documents and such difference is approved in writing by the City, the Contract Price expressed in ARTICLE A-4 of the Agreement shall be deemed to be adjusted to coincide with the approved quantity);
 - (ii) if all or part of the Work is Lump Sum Work, the aggregate of lump sum prices stated in the Schedule of Prices;
 - (iii) the aggregate of all cash allowances, if any, specified in Schedule 3 of the Agreement; and
 - (iv) if all or part of the Work is described or designated as Cost Plus Work, the cost reasonably and necessarily incurred by the Contractor in performing and completing such Work, such cost to be determined in accordance with GC5.1A.3, plus a percentage or fixed fee, as stated in GC5.1A.3.
- 5.1.4 The Contract Price is subject to adjustment only in accordance with the Contract Documents.
- 5.1.5 The Contract Price is expressed and payable in Canadian dollars.
- 5.1.6 Subject to the provisions of the Contract Documents and in accordance with the *Lien Act* in respect of Holdback Amounts, the City shall:
- .1 make progress payments to the Contractor on account of the Contract Price when due, based on:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

GC5.1A BASIS OF PAYMENT:

5.1A.1 Basis of Payment for Unit Price Work

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

5.1A.2 Basis of Payment for Lump Sum Work

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

5.1A.3 *Basis of Payment for Cost Plus Work*

- .1 *Cost Plus Work:* Payment for Cost Plus Work, if any, shall be based on the cost of such Work, as provided in GC5.1A.3.2, plus a fixed fee or percentage fee calculated as a percentage of the cost of such Work, for the Contractor's overhead and profit, except as stated in GC5.1A.4 or GC6.3.6. The fixed fee or percentage fee shall be as provided in the Schedule of Prices (or, if not so specified, as agreed between the City and the Contractor in writing), except as stated in GC5.1A.4.
- .2 *Cost of the Work:* The cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, except as otherwise specified in the Contract Documents or agreed in writing between the City and the Contractor, shall be at rates prevailing in the locality of the Site and, subject to GC5.1A.5, shall include the following cost elements as applicable to such Work:
 - (i) wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Consultant and the Contractor;
 - (ii) salaries, wages, and benefits of the Contractor's personnel, when stationed at the field office, in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
 - (iii) contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraphs (i) and (ii);
 - (iv) travel and subsistence expenses of the Contractor's personnel described in paragraphs (i) and (ii), to be included only with the prior approval of the City;
 - (v) the cost of all Products, including the cost of transportation thereof;
 - (vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
 - (vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- (viii) deposits lost;
 - (ix) the amounts of all subcontracts;
 - (x) the cost of quality assurance such as independent inspection and testing services;
 - (xi) charges levied by authorities having jurisdiction at the Site;
 - (xii) any adjustment in premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain;
 - (xiii) any adjustment in value-added taxes (not including taxes on income or capital), for which the Contractor is liable;
 - (xiv) charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the Work;
 - (xv) the cost of removal and disposal of waste products and debris; and
 - (xvi) cost incurred due to emergencies affecting the safety of persons or property.
- .3 *Approval Required:* The Contractor shall obtain the Consultant's approval prior to subcontracting or entering into other agreements for Cost Plus Work or Work done under a Change Directive or Change Order on a cost-plus basis.
- .4 *Rejection of Costs:* The Consultant may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable or unnecessary, or the cost was otherwise improperly incurred in the performance of the Work.
- .5 *Records:* The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, and shall provide the Consultant with copies thereof when requested.
- .6 *Access to Records:* the City and the Consultant shall be afforded reasonable access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of Cost Plus Work and Work done under a Change Directive or Change Order on a cost-plus basis, and for this purpose the Contractor shall preserve such records for a period of one (1) year after the date of Substantial Performance of the Work.

5.1A.4 *Cost Plus Contract Rates and Mark Ups*

Notwithstanding any other provision hereof, when Cost Plus Work is performed or a change in the Work is valued on a cost-plus basis, then:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- (i) the costs of labour will be determined by the labour rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without any mark up unless otherwise specified therein;
- (ii) the costs of Construction Equipment will be determined by the construction equipment rates specified in the schedules to the Agreement, including the Schedule of Force Account Labour and Construction Equipment Rates, if any, in each case without mark up unless otherwise specified therein;
- (iii) in the case of changes in Work valued on a cost-plus basis, the amount paid under subcontracts (other than for labour or Construction Equipment for which rates are specified in the schedules to the Agreement) will be subject to a mark up of five percent (5%) for overhead and profit, and all other costs specified in GC5.1A.3.2 (other than for labour or Construction Equipment for which rates are specified in the schedules to the Agreement) will be subject to a mark up of ten percent (10%); and
- (iv) for further certainty, to the extent that any changes involve changes in the quantities of Unit Price Work such changes will be determined solely by the unit prices, without mark-up, unless otherwise specified in the schedules to the Agreement.

5.1A.5 *Cost Plus Maximum under Change Order*

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

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

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

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- 5.2.2 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.3 The Contractor shall submit to the Consultant at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.5 When making an application for payment, the Contractor shall submit a statement based upon the schedule of values. Claims for Products delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The City has the right to refuse payment for Products delivered to the Site but not incorporated in the Work. The Contractor shall obtain the City's permission prior to invoicing for such Products.
- 5.2.6 Each application for payment shall:
- .1 be in such form and detail as the Consultant shall require and submitted consistently in such form and detail unless otherwise advised by the Consultant and clearly show:
 - (D) the Contractor's full name, address and telephone number;
 - (E) the City's purchase order number;
 - (F) the name of the City's project manager;
 - (G) the application for payment number and date; and
 - (H) the Contractor's PST and GST registration number(s);
 - .2 be attached to a statement or statutory declaration sworn by an officer of the Contractor, which attests to the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of the same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 relate the Work for which payment is claimed to the Project Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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- .4 be accompanied by a sworn declaration that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Site or the City's interest therein or against the Holdback Amount;
 - .5 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules;
 - .6 attach the monthly update contemplated by GC3.5.3; and
 - .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Contractor's estimate of the costs and time to complete or correct such items.
- 5.2.7 The Contractor shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Consultant may reject all or the applicable portions of the same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Contractor of the deficiencies in the application. The Contractor will promptly supply to the Consultant such further certification or information as may be necessary to remedy the deficiencies in the application.
- 5.2.8 An application for payment shall be deemed to be received by the Consultant only if and when submitted in full conformity with GC5.2.6.

GC5.3 PROGRESS PAYMENT

GC5.3.1.2 is amended by adding the following before the last sentence of the paragraph:

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

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

GC5.3.2 is added as follows:

5.3.2 Subject to the provisions of the *Lien Act*, the City may retain a deficiency holdback from progress payments prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund any agreed deficiency holdback at Substantial Performance of the Work

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 is deleted in its entirety and replaced with the following:

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

5.4.1 When the Contractor considers that Substantial Performance of the Work has been achieved, or if permitted by the *Lien Act* the Contractor wishes to apply for a Certificate of Completion with respect to a subcontract with a Subcontractor, the

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

Contractor shall, within one Working Day, deliver to the Consultant and to the City an application for a Certificate of Completion (a "**Completion Certificate Application**") in conformity with GC5.4.4.

- 5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than twenty (20) calendar days after receipt of the Contractor's list and application:
- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not "completed" (as that term is used in the *Lien Act*) and give reasons why, or
 - .2 prepare a Certificate of Completion in respect of the Work or subcontract stating on the certificate the date of issuance in accordance with the *Lien Act* and issue a copy of that certificate to each of the City and the Contractor.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for all of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for the same set out in the Project Schedule if such date is specified).
- 5.4.4 Each Completion Certificate Application referred to in GC5.4.1 shall consist of the following:
- .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;
 - .2 all of the certifications and information required on an application for payment, as set out in GC5.2.6;
 - .3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer's warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application, including, without limitation and by way of example only, all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.
- 5.4.5 Failure to specify an incomplete or defective item on a Completion Certificate Application or the Consultant's issuance of a Certificate of Completion or certificate of payment in respect of the same does not alter the responsibility of the Contractor to complete the Contract.
- 5.4.6 Subject to the requirements of the *Lien Act* relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:
- .1 the Consultant shall issue to the City and copy to the Contractor a certificate of payment for an amount equal to the Contract Price less:

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

- (i) three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,
 - (ii) the value of incomplete work as determined by the Consultant, and
 - (iii) the amounts of all previous certificates of payment;
- .2 the City shall then make payment to the Contractor in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4; and
- .3 for the avoidance of doubt, this GC5.4.6 does not create an obligation to avoid retaining, or to release, any Holdback Amount.

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

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

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

- 5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Contractor shall:
- .1 submit an application for payment of the Holdback Amount,
 - .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Contractor, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
 - .3 verify that there are no Liens or other liens relating to the Contractor, the Work or the Products registered against the City, the Project or the Site or the City's interest therein or against the Holdback Amount, and swear and submit to the Consultant a written declaration that there are no such Liens or other liens;
 - .4 attach the documents required under GC9.4 demonstrating compliance by the Contractor and each Subcontractor with WorkSafeBC Rules; and
 - .5 attach copies of a current title search of the Site confirming that no Liens have been registered prior to the time the release of the Holdback Amount is due.
- 5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Consultant will issue a certificate for payment of the Holdback Amount (less any previous releases of the Holdback Amount on account of subcontract Certificates of Completion).

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

GC5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC5.6.2 is deleted in its entirety.

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

GC5.7 FINAL PAYMENT

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

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

- 5.7.4 Subject to paragraph 9.4.1 of GC9.4 - CONSTRUCTION SAFETY & WORKPLACEBC RULES, and the *Lien Act*, the City shall, no later than twenty-one (21) calendar days after the issuance of a Final Certificate for Payment, pay the Contractor as provided in GC5.1.6.4

GC6.1 OWNER'S RIGHT TO MAKE CHANGES

GC6.1.3 is added as follows:

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

GC6.1.4 is added as follows:

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

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

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

- 6.3.6 Subject to GC6.3.13, the adjustment in the Contract Price for a change in the Work carried out by way of a Change Directive shall be on the basis of the Contractor's expenditures and savings attributable to the change. If a change in the Work results in

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

expenditures only, the change in the Work shall be valued as Cost Plus Work in accordance with GC5.1A. - BASIS OF PAYMENT (provided that if pricing for any part of the change is stated in the Schedule of Prices, as unit pricing or alternative pricing, such pricing such apply in lieu of GC5.1A. - BASIS OF PAYMENT). If a change in the Work results in savings only, the amount of the credit shall be the actual cost savings to the Contractor, without deduction for overhead or profit (provided that if pricing for the change is stated in the Schedule of Prices, as unit pricing or alternative pricing, such pricing such apply in lieu of GC5.1A. - BASIS OF PAYMENT). Notwithstanding any other provision hereof, if a change in the Work results in both expenditures and savings, any overhead or profit that is otherwise payable by the City shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.

GC6.3.7 is deleted in its entirety.

GC6.3.8 is deleted in its entirety.

GC6.3.9 is deleted in its entirety.

GC6.3.10 is deleted in its entirety.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

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

- 6.4.1 If the Contractor discovers conditions at the Place of the Work which: (i) are subsurface or otherwise concealed physical conditions which existed before the commencement of the Work; (ii) could not reasonably have been discovered by proper investigation by the Contractor under GC3.10.13; and (iii) differ materially from those disclosed in the Contract Documents, including any geotechnical report, environmental assessment, or other report included or referenced in the Contract Documents or provided or made known to the Contractor before the commencement of the Work, then the Contractor shall give Notice in Writing to the Consultant of such conditions before they are disturbed and in no event later than five (5) Working Days after first observance of the conditions.

GC6.4.1A is added as follows:

- 6.4.1A The Contractor must give notice under GC6.4.1 within five (5) Working Days after discovery of the conditions or the time when the Contractor by reasonable diligence could have discovered the conditions, failing which the Contractor may not make or enforce any claim against the City, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.2 is amended by deleting the words "If the finding is that the conditions differ materially and this would cause" and replacing with "If the requirements of GC6.4.1 and GC6.4.1A are satisfied and the relevant conditions would cause".

GC6.4.3 is amended by deleting the words "the conditions at the Place of Work are not materially different" and replacing with "the requirements of GC6.4.1 and GC6.4.1A are not satisfied".

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

GC6.5 DELAYS

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

GC6.5 DELAYS

6.5.1 *Delay Claims Limited*

Notwithstanding any other provision hereof, including GC6.6, the Contractor shall be entitled to an extension of the Contract Time and/or an adjustment to the Contract Price or other compensation for delay of the Work, howsoever caused, only if and to the extent expressly permitted under this GC6.5 or as authorized by Change Order in case of a change in the Work, and in no event will these provisions apply to grant additional time or money for delays arising directly or indirectly from the Contractor's obligations hereunder upon shut-down or discontinuance of the Work, except as expressly stated herein.

6.5.2 *Excusable Event*

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

6.5.3 *City-Caused Event*

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

6.5.4 *Claim Conditions*

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

1. *Timely Notice:* The Contractor gives the City prompt written notice of the delay, the nature of the Excusable Event or the City-Caused Event, as the case may be, and its intent to submit a claim for time extension and/or adjustment of the Contract Price, and in any event, such notice must be given not later than five (5) Working Days after the occurrence of the Excusable Event or the City-Caused Event;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

-
2. *Claim Details:* The Contractor promptly gives the City details of its claim, including the time required to accommodate the anticipated impact on the Project Schedule, and if applicable, the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay, and in any event such details must be given not later than fourteen (14) Working Days after the occurrence of the Excusable Event or the City-Caused Event;
 3. *Mitigation Measures:* The Contractor has taken, and continues to take, all reasonable measures, including those, if any, recommended by the City, to minimize the impact of the delay on the Project Schedule, and in the case of a claim for adjustment of the Contract Price, all reasonable measures, including those, if any, recommended by the City, to minimize the costs incurred, or anticipated to be incurred, by the Contractor as a result of the delay;
 4. *Critical Path Impacted:* No extension of time and/or adjustment of the Contract Price or other financial compensation will be granted, unless the Excusable Event or the City-Caused Event, as the case may be, has an adverse impact on the critical path established by the Project Schedule;
 5. *Concurrent Delays:* If there are concurrent delays and impacts, some of which entitle the Contractor to relief under this GC6.5 and some of which do not, the Contractor shall be entitled to an extension of the Contract Time, and if applicable an adjustment of the Contract Price only to the extent that the delays entitling the Contractor to relief under this GC6.5 exceed those that do not so entitle the Contractor to such relief; and
 6. *No Cumulative Impact Claims:* Each claim under this GC6.5 based in whole or in part on a particular event must be submitted and will be considered and assessed separately, and the Contractor may not make or enforce any claim under this GC6.5 or otherwise for the cumulative impact on schedule or on cost of two or more such events.

6.5.5 Acceleration/Suspension of the Work

The following additional provisions shall apply in relation to delays:

- (a) *Notice:* The Contractor shall give the City notice of any delay in the performance of the Work, howsoever caused, and any event or circumstance that could reasonably be expected to cause such delay. The notice shall be given promptly after the delay, event or circumstance is known to the Contractor. The notice shall be accompanied by details of the Contractor's plan to avoid or mitigate the duration and adverse impact of the delay.
- (b) *Acceleration Order:* If there is a delay, or threatened delay, in the performance of the Work, or if the City wishes to accelerate the Work for its convenience, the Consultant, after consultation with the Contractor, may order the Contractor to accelerate the Work, including by way of the provision of additional labour, including overtime work, and Construction Equipment. Each acceleration order must be in writing and signed by the Consultant. The Contractor shall comply promptly with any order given under this GC6.5.5(b).

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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- (c) *Cost Allocation:* If the delay, or threatened delay, in respect of which an order is made under GC6.5.5(b) does not entitle the Contractor to an extension of the Contract Time under GC6.5, including any delay or threatened delay caused by the Contractor, or any Subcontractor, Supplier or other person for whose acts and omissions the Contractor is responsible under the Contract, then all costs incurred by the Contractor in complying with the order will be for the Contractor's account. If the delay, or threatened delay, would entitle the Contractor to an extension of the Contract Time under GC6.5, then the Consultant, in lieu of granting such extension in whole or in part, shall issue a Change Directive and/or a Change Order, and the Contract Price will be adjusted accordingly.
- (d) *City's Right to Suspend the Work:* The City, at any time and from time to time, may suspend the performance of the Work, in whole or in part, for a period not exceeding ninety (90) days as to any one suspension, by notice to the Contractor. The Contractor shall comply promptly with any notice given under this GC6.5.5(d), and shall resume full performance of the Work promptly on notice from the City to do so. The City shall pay to the Contractor the documented costs reasonably incurred by it as a consequence of the suspension, such cost to include the incremental costs of demobilization and remobilization, Construction Equipment rental or stand-by charges, Materials storage, bonding and insurance costs (as applicable), overhead and similar costs payable by the Contractor to Subcontractors, but excluding any allowance for profit or loss of profit, all such costs to be certified by the Consultant and confirmed, together with the relevant change in the Contract Time, by Change Order. The Contractor shall use all commercially reasonable efforts to avoid or minimize such costs, including following any reasonable written directions given by City for that purpose.

6.5.6 Protect Work During the Delay

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

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

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

GC7.1.7 is added as follows:

- 7.1.7 The City may terminate the Contract at any time for the convenience of the City by notice given to the Contractor. If the Contract is terminated under this GC7.1.7, then:
- (a) the Contractor shall suspend performance of the Work and shall not incur further cost or expense in relation to the Work, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the City;

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

- (b) the Contractor shall remove from the Site its personnel and all Construction Equipment and other material that is owned or leased by the Contractor, except as otherwise required to comply with GC7.1.7(a)(i) and (ii); and
- (c) the City shall pay the Contractor for all Work performed, including the cost of complying with GC7.1.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Contractor's personnel and Construction Equipment, all as certified by the Consultant, and upon such payment being made, the Contractor shall have no further or other claim against the City for, or in connection with, termination of the Contract.

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

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

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

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

If the default cannot be corrected in five (5) Working Days or in such other time as may be subsequently agreed in writing by the parties,

GC7.2.3.1 is deleted in its entirety.

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

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

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

...corrected within fourteen (14) Working Days following the receipt of the Notice in Writing, the Contractor may, without prejudice to any ...

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

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

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

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

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

However, the City and the Contractor nonetheless irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the Contract. The City and the Contractor acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim. If a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City's project manager and the Contractor's principal representative on Site within three (3) Working Days after the dispute arises, or the City's project manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the City's Director of Facilities and the Contractor's project manager for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (b) the dispute will be referred to a senior executive of the City designated by it and a senior executive of the Contractor designated by it, for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

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

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

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

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

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

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

GC8.2.9 is added as follows:

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

GC9.1 PROTECTION OF WORK AND PROPERTY

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

Should damage occur to the Work, Products delivered to the Site, the Place of the Work, the City's property or property on or adjacent to the Site, for which the Contractor is not responsible, as provided in paragraph...

GC9.1.5 is added as follows:

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

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

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

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

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

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

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

- 9.2.4 Except as previously disclosed in writing by the City or as otherwise known by the Contractor, if the Contractor:
 - .1 encounters Hazardous Substances at the Place of the Work; or

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

-
- .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3,

the Contractor shall:

- (a) take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any levels contrary to the requirements of applicable Environmental Law, and
- (b) immediately report the circumstances to the Consultant and the City by Notice in Writing.

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

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

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

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

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

- 9.2.7 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that the Contractor or anyone for whom the Contractor is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Contractor shall promptly at the Contractor's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 make good any damage to the Work, the City's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

- 9.2.8 If the City and the Contractor agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Contractor nor anyone for whom the Contractor is responsible is responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 reimburse the Contractor for all resultant costs and expenses reasonably incurred by the Contractor;
 - .3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.2.5 and reimburse the Contractor for costs reasonably incurred as a result of the delay, and
 - .4 indemnify the Contractor as required by GC12.1 - INDEMNIFICATION.

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

GC9.2.10 is added as follows:

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

GC 9.3 ARTIFACTS AND FOSSILS

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

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

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

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

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

GC9.4 CONSTRUCTION SAFETY

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

GC9.4.2 is added as follows:

- 9.4.2 Unless otherwise specified in the Contract Documents or notified to the contrary by the Consultant, the Contractor is the "prime contractor" for the purpose of the WorkSafeBC Rules, notwithstanding that the City, the Consultant or another contractor may provide from time to time some of the services normally provided by such a "prime contractor".

GC9.4.3 is added as follows

- 9.4.3 If the Contractor is the "prime contractor", the Contractor shall:

- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;
- .2 *Safety Programs:* initiate, maintain and supervise all safety programs and measures in connection with the performance of the Work, which program shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the Consultant;
- .3 *Site Meetings:* conduct regular safety meetings at the Site, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Consultant on a weekly basis;
- .4 *Safety Equipment:* supply and maintain at the Site all safety equipment necessary to protect workers and others from accident or injury; and
- .5 *First Aid:* supply and maintain at the Site all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Site, and establish an emergency procedure for prompt removal of any such person from the Site to a hospital, clinic or medical office for further treatment.
- .6 *Notice of Project:* prior to commencement of construction:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- (a) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the *Occupational Health and Safety Regulation*;
- (b) post the Notice of Project at the Site, and
- (c) 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 Site.

GC9.4.4 is added as follows

9.4.4 If, or for so long as the Contractor is not the "prime contractor", the Contractor shall:

- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Contractor is given timely notice through the Consultant, relative to occupational health and safety;
- .2 *Compliance with Directions:* comply with all reasonable directions issued by the "prime contractor" regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and
- .3 *Site Safety Meetings:* attend all Site safety meetings convened by the "prime contractor".

GC9.4.5 is added as follows

9.4.5 Whether or not the Contractor is the "prime contractor", it shall:

- .1 *Reporting:* report immediately to the "prime contractor" (if not the Contractor) and the Consultant all accidents and injuries of any kind or severity occurring on or about the Site and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;
- .2 *Written Confirmation:* confirm in writing each report made under subparagraph (a); and
- .3 *City Policy:* respect and adhere to City's safety and training policies relative to the Site and the Work.

GC9.4.6 is added as follows

- 9.4.6 If the Consultant determines that the Contractor is not in compliance with its obligations as "prime contractor", if applicable, the City may, but is not obliged to, provide some or all of the services required to discharge those obligations. All costs incurred by the City in providing such services shall be paid by the Contractor to the City, and may be deducted from any amount then or thereafter becoming due to the Contractor under the Contract.

GC9.4.7 is added as follows:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

-
- 9.4.7 The Contractor shall indemnify and save harmless the City from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including, without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Contractor, and the Contractor's assumption, of the responsibilities, obligations and liabilities of the "prime contractor" under the WorkSafeBC Rules with respect to the Place of the Work.

GC9.4.8 is added as follows:

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

GC9.4.9 is added as follows:

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

GC9.4.10 is added as follows:

- 9.4.10 Promptly upon execution of this Agreement, the Contractor will provide the City with the Contractor's and all Subcontractors' WorkSafeBC registration numbers.

GC9.4.11 is added as follows:

- 9.4.11 Promptly upon execution of this Agreement, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the then current date.

GC9.4.12 is added as follows:

- 9.4.12 The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC Rules (Section 119 of the *Workers' Compensation Act*) as an "owner of a workplace". Despite the City's statutory obligations, the Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *Workers' Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC9.4.13 is added as follows:

- 9.4.13 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- .1 unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
 - .2 the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the "prime contractor", and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or
 - .3 any breach of the Contractor's obligations under Clause GC9.1.

GC9.4.14 is added as follows:

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

GC9.5 MOULD

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

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

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

investigation and report. The City will provide a copy of the expert's report to the Contractor.

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

- 9.5.2 If the expert's report under paragraph 9.5.1.3 determines that the mould does not require special handling and precautions in compliance with Environmental Law or does not otherwise reasonably present a hazard to the health and safety of persons, the Contractor will pay for the cost of the expert's investigation and report. If the expert's report under paragraph 9.5.1.3 determines that the mould was caused as the result of the acts or omissions of the Contractor or anyone for whom the Contractor is responsible, the Contractor shall promptly, at the Contractor's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 make good any damage to the Work, the City's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and
 - .4 indemnify the City as required by GC12.1 - INDEMNIFICATION.

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

- 9.5.3 If the City and the Contractor agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould on the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Contractor or anyone for whom the Contractor is responsible is not responsible for the presence of such mould, the City shall promptly at the City's expense:
- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
 - .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and
 - .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

GC10.1 TAXES AND DUTIES

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

- 10.1.1 The Contractor shall allow for the payment by the Contractor out of the Contract Price of all PST, GST and other federal, provincial and municipal taxes, rates, levies, assessments and duties, both refundable and non-refundable, and all deposits, (temporary crossings, excavations, etc.). The Contractor agrees to indemnify and save harmless at all times the City from and against all claims which may be made with respect thereto.

GC10.1.2 is amended by revising the first line to read:

...due to changes in such included taxes, duties and rebates after the time...

GC10.1.3 is added as follows:

- 10.1.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Contractor shall submit for the City's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Work prior to applying for the rebate. The City will then issue a certificate verifying the application.

GC10.1.4 is added as follows:

- 10.1.4 Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Law relating to taxes, the City may:

- .1 withhold an amount from a payment made to the Contractor hereunder; and
- .2 pay the withheld amount directly to the competent government authority,

in which case the amount so withheld and paid by the City to the relevant competent government authority shall be deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor, and the Contractor agrees and acknowledges that it shall have no claim against the City for such amount withheld and paid to the competent government authority.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

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

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

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

it include the obligation to obtain easements or other access rights over the actual Site.

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

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

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

10.2.5 The Contractor shall be responsible to provide reasonable verification that the Contract Documents are in compliance...

GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

GC11.1 INSURANCE

GC11.1 is deleted in its entirety and replaced as follows:

GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Contractor and Subcontractors shall be required to file with the City on or prior to the date of this Agreement, a "Certificate of Insurance" in the form required by the City, and where required by the City's Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.1 and GC11.2.

11.1.2 The Contractor and Subcontractor shall be required to file evidence of renewal of the insurance policies required under this GC11.1 and GC11.2 with the City at least fifteen (15) calendar days prior to their expiry.

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

- .1 be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;
- .2 if they are for property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City Insurance Group (as defined below) and all employees and agents of the City Insurance Group;
- .3 specifically name the City of Vancouver and the Consultant as additional insureds (collectively referred to as the "City Insurance Group");

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- .4 be issued by a company or companies authorized to issue insurance policies in British Columbia; and
- .5 be issued on a policy form acceptable to the City's Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from a date not later than the date hereof, through to the date on which both the Certificate of Completion has been issued for the Work and an Occupancy Permit, if required, has been issued for the Place of the Work.

GC11.2 CONTRACT SECURITY

GC11.2 is deleted in its entirety and replaced with the following:

GC 11.2 SPECIFIC INSURANCE COVERAGE

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

(a) *Wrap-up Liability Insurance:*

Wrap-up liability insurance protecting the City Insurance Group, the Contractor, and their respective subcontractors, agents and employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which both the Certificate of Completion has been issued for the Work and an Occupancy Permit, if required, has been issued for the Place of the Work, and thereafter, in the case of completed operations coverage for a further period of twenty-four (24) months, and the policy shall provide:

- 1. broad-form property damage and completed operations coverage;
- 2. personal injury coverage;
- 3. blanket contractual liability coverage;
- 5. contingent employer's liability coverage; and
- 6. non-owned automobile liability coverage,

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

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

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

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

(b) *Property and Boiler Insurance:*

- (1) All-risks course-of -construction property insurance in the joint names of the Contractor and the City Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000); and
- (2) Boiler insurance insuring the interests of the Contractor and the City Insurance Group for not less than the replacement value of boilers and pressure vessels forming part of the Work.

The following conditions will apply to the property and boiler insurance:

- (A) Where the City wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give written notice to the Contractor pursuant to GC13 - Occupancy and if requested the Contractor shall promptly notify the City in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the City's expense.
- (B) If, because of such use or occupancy, the Contractor is not requested to or is requested to but is unable to provide coverage, the City upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the City the unearned premiums applicable to the Contractor's policies upon termination of coverage.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- (C) The policy shall provide that, in the event of loss or damage, payment shall be made to the City. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of the Contract Time relative to the extent of the loss or damage as the Consultant may decide in consultation with the Contractor.
 - (D) The Contractor shall be entitled to receive from the City, in addition to the amount due under the Contract, the amount at which the City's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work.
 - (E) The Contractor shall be responsible for payment of all deductible amounts.
 - (F) In the event of loss or damage to the Work arising from the work or act of the City or another Contractor, then the City shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.
- (c) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.
 - (d) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.

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

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

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

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

GC11.3 CONTRACT SECURITY

GC11.3 is added as follows:

GC11.3 CONTRACT SECURITY

- 11.3.1 The Contractor shall pay for and deliver to the City, on or prior to the date of this Agreement, a performance bond and a labour and material payment bond, which shall each be for fifty percent (50%) of the Contract Price and shall include provision for, without limitation:
1. payment of any Consultant's and legal expenses incurred by the City in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,
 2. payment of additional expenses caused to the City for watchmen's services, light, heat, power, etc. incurred by the City during the period between the Contractor's default under the Contract and the commencement of a new contract,
 3. extended guarantee periods, corrections after final payment, and warranty obligations, and
 4. coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.
- 11.3.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the warranty. Subject to the requirements of this GC11.3, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.
- 11.3.3 The Contractor will give the City Notice in Writing of any material change in the surety within five (5) calendar days of the occurrence.

GC12.1 INDEMNIFICATION

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

- 12.1.1 The Contractor now indemnifies and shall defend, indemnify and hold harmless the City, the Consultant, the project manager and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees") from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with (A) any wrongful or

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

negligent act, error or omission of, or defective goods supplied by, the Contractor, Subcontractors, Suppliers or their respective employees or agents when attending the Site or in the performance of the Work, in each case whether or not any one or more of the Indemnitees are contributorily negligent, and (B) any claim made under the Lien Act by a Subcontractor, or a "subcontractor" as defined in the Lien Act. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnatee.

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

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

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

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

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

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

GC12.1.5 is deleted in its entirety.

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

12.1.6 In respect of any claim for indemnity or to be held harmless by the City or the Contractor, Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

GC12.1.7 is added as follows:

12.1.7 In the event of any Liability being alleged against or claimed from an Indemnatee in respect of which an indemnity is required to be provided by the Contractor pursuant to GC12.1.1, the following provisions shall apply:

- (a) subject to GC12.1.7(b), GC12.1.7(c) and GC12.1.7(d), where it appears that the Indemnatee is or may be entitled to indemnification from the Contractor in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

- (i) approval by any relevant insurers (without prejudice to GC12.1.7(e); and
 - (ii) the Contractor providing the Indemnatee with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Contractor to dispute the claim on behalf of the Indemnatee at the Contractor's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the Indemnatee shall give the Contractor (provided at the Contractor's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Contractor pursuant to GC12.1.7(a)
 - (i) the Contractor shall keep the Indemnatee fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Contractor shall not bring the name of the Indemnatee into disrepute; and
 - (iii) the Contractor shall not pay or settle such claims without the prior consent of the Indemnatee, such consent not to be unreasonably withheld or delayed;
- (c) a Indemnatee shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under the Contract Documents) if:
 - (i) the Contractor is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with GC12.1.7(a); or
 - (ii) the Contractor fails to comply in any material respect with the provisions of GC12.1.7(e) or GC12.1.7(b);
- (d) the Indemnatee entitled to indemnification pursuant to GC12.1.1 shall be free at any time to give notice to the Contractor that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which GC12.1.7(a) applies. On receipt of such notice the Contractor shall promptly take all steps necessary to transfer the conduct of such claim to the Indemnatee, and shall provide to the Indemnatee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and
- (e) the Contractor shall inform the Indemnatee of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the Indemnatee shall issue instructions accordingly.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC12.2 WAIVER OF CLAIMS

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

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

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

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

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

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

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

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

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

12.2.4 The City waives and releases the Contractor from all claims referred to in paragraph 12.2.1.4 except claims for which Notice in Writing of claim has been received by the Contractor from the City within a period of six (6) years from the date of Substantial Performance of the Work.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety.

GC12.2.7 is deleted in its entirety.

GC12.2.8 is deleted in its entirety.

GC12.2.9 is deleted in its entirety.

GC12.2.10 is deleted in its entirety.

GC12.3 WARRANTY

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

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

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

12.3.2 The Contractor now warrants that the Work (and all Products) will be free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products) for a period of one (1) year commencing on the issuance of the Certificate of Completion for the Work, and with respect to any Work or Products warranted by a Subcontractor or Supplier for a period of longer than one (1) year after the issuance of the Certificate of Completion, the Contractor now warrants that it has fully and effectively assigned such warranty to the City and that the City may enforce the same to the same extent and in the same manner as if the warranty had been issued directly to the City by that Subcontractor or Supplier.

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

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

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

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

12.3.4 During the warranty period, the Contractor will promptly repair and correct all defects at no cost to the City. If the Contractor fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the City may but is not obligated to make the repairs or corrections itself and the actual

**INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 1 (PART D - FORM OF AGREEMENT)**

out-of-pocket costs of such repairs or corrections made by the City will be payable by the Contractor to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Contractor.

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

12.3.5 Where, pursuant to GC13.1 - Occupancy, the City commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Completion for the Work, the warranty period will be deemed to commence from the issuance date despite such prior use.

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

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

GC13.1 OCCUPANCY

GC13.1 is added as follows:

GC13.1 OCCUPANCY

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

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 2 (PART D - FORM OF AGREEMENT)

SCHEDULE 2
LIST OF SPECIFICATIONS AND DRAWINGS

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

[To be added.]

All are incorporated by reference in the form made available by the City during the ITT.

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 3 (PART D - FORM OF AGREEMENT)

SCHEDULE 3
SCHEDULE OF PRICES

[When the Contract is finalized, this Schedule will be based on the breakdown of the tendered price in relation to the particular Work for which the Contract is awarded, as provided in the successful Tenderer's Form of Tender.]

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 4 (PART D - FORM OF AGREEMENT)

SCHEDULE 4
SUBCONTRACTORS AND SUPPLIERS

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

Subcontractor	Address	Division/Section Of Work
[To be completed, based on Tender]		

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

Supplier	Manufacturer	Address	Item
[To be completed, based on Tender]			

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 5 (PART D - FORM OF AGREEMENT)

SCHEDULE 5
PROJECT SCHEDULE

[Insert the construction schedule provided in response to the Notice of Award, as accepted by the City.]

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 6 (PART D - FORM OF AGREEMENT)

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

[Attach copies of performance bond and labour and material payment bond
provided after contract award.]

(see attached)

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 7 (PART D - FORM OF AGREEMENT)

SCHEDULE 7
INSURANCE CERTIFICATE

[Attach copies of insurance certificates for the project provided after Contract award.]

(see attached)

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 8 (PART D - FORM OF AGREEMENT)

SCHEDULE 8
DELIBERTLY OMITTED

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 9 (PART D - FORM OF AGREEMENT)

SCHEDULE 9
DELIBERTLY OMITTED

INVITATION TO TENDER NO. PS20140179
BUILDING DECONSTRUCTION - 1696 WEST 5TH AVENUE
SCHEDULE 10 (PART D - FORM OF AGREEMENT)

SCHEDULE 10
FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

[When Contract is finalized, insert table of labour and equipment rates provided with successful Tenderer's Form of Tender]