



INVITATION TO TENDER NO. PS20150861 (the "ITT")

CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS

Tenders are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and must be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Friday, September 25, 2015 (the "Closing Time"). Tenders will be publicly registered at 3:30 p.m. on September 25, 2015.

NOTES:

1. Tenders may be submitted electronically through the City's e-bidding website prior to the closing Time. The e-bidding website is located at the following address: [www.isscan247.com](http://www.isscan247.com)
2. Alternatively, 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.
3. If submitting in hard copy, Tenders must be in sealed envelopes or packages marked with the Tenderer's name and the ITT title and number. Tenderers should submit one (1) hard copy of the Tender and one hard copy of each other document required by the Tender Documents, including the bid bond described in Part B of this ITT. One (1) electronic copy (on a flash drive or memory stick) to be submitted along with the hard copy.
4. "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.
5. 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.
6. DO NOT SUBMIT TENDERS BY FAX OR E-MAIL.
7. All queries related to this ITT should be submitted in writing to the attention of:

Donna Lee, Buyer

Fax: 604.873.7057

Email: [donna.lee@vancouver.ca](mailto:donna.lee@vancouver.ca)

(the "Contact Person")

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PART A - INTRODUCTION

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**1.0 OVERVIEW OF PROJECT**

- 1.1 The City of Vancouver (the "City") invites Tenders for Civil Communication Construction on University Endowment Lands.
- 1.2 The Work generally includes, but is not limited to:
- Extending a communications duct through the University Endowment Lands (UEL) property towards the University of British Columbia (UBC).
- 1.3 The Site is located at Acadia Road and University Blvd, UEL, British Columbia. The Site is further described in the Tender Documents, including Scope of Work and Drawings 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.
- 1.5 IF A POTENTIAL TENDERER BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL TENDERER IS URGED TO CONTACT THE CONTACT PERSON AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL TENDERER REGARDING THE MATTER. SEE SCHEDULE "L" FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.

**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 - Information Meeting Attendance Form;
    - (ii) Appendix 2 - Response Notification Form; and
    - (iii) Appendix 3 - Scope of Work and Drawings;
  - (b) Part B - Terms and Conditions of ITT Process;
  - (c) Part C - Form of Tender (including all schedules),

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PART A - INTRODUCTION

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- (d) Part D - Form of Agreement (including all schedules);
  - (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.
- 3.2 Scope of Work is in this tender document as Appendix 3 and the drawings can be downloaded <http://vancouver.ca/fs/bid/bidopp/openbid.htm>
- 4.0 INFORMATION MEETING/SITE VISIT**
- 4.1 Tenderers are invited to attend an information meeting (the "Information Meeting/Site Visit") is on **September 15, 2015** commencing at 11am.
- 4.2 The location of the Information Meeting will be: Toronto and Acadia, Vancouver, British Columbia.
- 4.3 Tenderers are asked to pre-register for the Information Meeting/Site Visit by submitting the Information Meeting Attendance Form (Appendix 1) to the Contact Person by fax or email prior to **September 15, 2015**.
- 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 by fax or email on or before **3:00 p.m. on September 18, 2015**.
- 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, which the City may issue at any time during the process, and for any reason, at its discretion.
- 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.
- 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 its acceptability to the Tenderer.
- 6.3 The City welcomes inquiries, requests for clarification or comments from registered Tenderers. All inquiries or comments to the City must be in written form only. All inquiries, requests for clarification and comments must be faxed to 604.873.7057 or e-mailed to [donna.lee@vancouver.ca](mailto:donna.lee@vancouver.ca) prior to **4:00 p.m. on September 18, 2015**, and must in each case be addressed to the attention of the Contact Person. In response to inquiries, requests for clarification or comments, the City, in its sole discretion, may make amendments to this ITT or may issue questions and answers to all Tenderers who have submitted a Response Notification Form and post them on the City's website.

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CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
APPENDIX 1 - INFORMATION MEETING ATTENDANCE FORM

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CITY OF VANCOUVER  
Purchasing Services

Invitation to Tender No. PS20150861

To acknowledge your intent to attend the 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:

Donna Lee, Buyer  
City of Vancouver  
Fax: 604.873.7057  
Email: 604.871.6054

Your details:

Tenderer's Name:

\_\_\_\_\_

"Tenderer"

Address:

Telephone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Key Contact Person:

E-mail:

We will attend the Information Meeting for: ITT No. PS20150861, "Civil Communication Construction on University Endowment Lands".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

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CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
APPENDIX 2 - RESPONSE NOTIFICATION FORM

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CITY OF VANCOUVER  
Purchasing Services

Invitation to Tender No. PS20150861

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:

Donna Lee, Buyer  
City of Vancouver  
Fax: 604.873.7057  
Email: 604.871.6054

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. PS20150861 - "Civil Communication Construction on University Endowment Lands" on or before the Closing Time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
APPENDIX 3 - SCOPE OF WORK AND DRAWINGS

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**1.0 INTRODUCTION**

The City's intention is to obtain the services of a Contractor to extend a communications duct through the University Endowment Lands (UEL) property towards UBC

**2.0 BACKGROUND**

In 2014 the City signed a contract with BCNet to connect to several BCNet member sites to the City owned fiber optic network.

**3.0 SUMMARY OF REQUIREMENTS (see 9.0 ATTACHMENT )**

A location: Acadia Road at a power MH 130m South of Toronto Rd. Meter mark 0.00.

Z location: University Blvd at a 5686 vault 20m East of Cleveland Way. Meter mark 861.52.

On University Blvd, the running line is approximately 1.2m North of the South edge of the center median in the grass. There are three road crossings along this stretch which must be drilled at a minimum depth of cover of 0.91m. The grass median can be open cut or drilled at a depth of 0.61m. When the transition occurs at Toronto Rd from the grass median to the asphalt road, the Contractor will need to maintain a minimum depth of cover of 1.07m in the asphalt surface and this 1.07 min depth of cover will be maintained through the A location on Acadia Rd. The duct on University Blvd will be a 75mm duct up to the transition MH on Toronto Rd. From the transition MH on Toronto Rd, the duct will be a 100mm duct in the asphalt road sections back to Acadia Road.

Note: The main scope will be based on a single duct for the entire route but the City will be requesting separate pricing for a second duct along the entire original duct of the same size.

The Contractor shall comply with any requirements the UEL may have for working on its property. It is the Contractor's responsibility to identify these requirements through coordination with the UEL.

**4.0 SCOPE OF WORK**

As noted above, drilling will be required for the road crossings on University Blvd. (see drawing for location details). The remaining scope can be open cut trench or drilled. Please identify the proposed build method for each section. The City will require the following from the Contractor:

- a) Known/Anticipated Workplace Hazards form to be completed by both the City and by the Contractor.
- b) Assessment and ongoing review of any contaminated soils during construction.
- c) Tailgate sheets delivered to City inspector on a daily basis.
- d) Traffic Management Plans delivered to the UEL and BC Ministry of Transportation.
- e) Prime Contractor form filled out and signed as part of the job award.
- f) Copy of the Contractor's OH&S program delivered to the City Fiber Plant Coordinator prior to commencement of any work.
- g) The completion of any permanent restoration before the end of the 1<sup>st</sup> quarter of 2016. This includes for grass seed or turf for the boulevard and any road paving.
- h) As-built/redline drawings to be submitted within 10 business days of Substantial Completion.



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APPENDIX 3 - SCOPE OF WORK AND DRAWINGS

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- i) Verification that all distances stated in this ITT is accurate.

**5.0 CITY PROVIDED**

Vaults for this work will be provided by the City and must be picked up from the City's National Yard by the Contractor.

**7.0 DELIVERABLES**

- a) Start construction within 20 business days after contract is signed.
- b) Substantial Completion of the project within 40 business days after the contract is signed.
- c) Complete any deficiencies and/or restoration work before the end of the 1<sup>st</sup> quarter of 2016.
- d) Warranty the work for 1 full calendar year post acceptance of the permanent restoration by the City designated inspector.

The 10% holdback will be paid back as follows after the following conditions are met:

- 1. Receipt of all daily tailgate sheets.
- 2. Receipt of the as-built/redline drawing.
- 3. Sign off the initial construction by the City designated inspector.

**8.0 ACCEPTANCE CRITERIA**

- a) See Part B - 5.0 Acceptance of Tenders
- b) See Part C - Schedule D - Tenderer's Experience with Related Work

**9.0 ATTACHMENT**

- a) 7 pages of Drawings - CD14-146 separate from this Tender document in pdf format file

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PART B - TERMS AND CONDITIONS OF ITT PROCESS

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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) "City Inspector" means inspector assigned by the City who will verify Work on behalf of the City
- (c) "Closing Time" has the meaning set out on the cover page of this ITT;
- (d) "Contract" means a contract substantially in the form of Part D - Form Agreement, to be entered into between the City and a successful Tenderer;
- (e) "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;
- (f) "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;
- (g) "Drawings" means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (h) "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;
- (i) "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;
- (j) "Information and Privacy Legislation" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the regulations thereunder;
- (k) "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);
- (l) "MoT" means Ministry of Transportation
- (m) "Notice of Award" has the meaning set out in Part C - Form of Tender;
- (n) "Notice to Proceed" has the meaning set out in Part C - Form of Tender;

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- (o) "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;
- (p) "Permanent Restoration" means the final grind and overlay for the asphalt paving and any seed or turf work required for the grass median. The City required one (1) full year of warranty for the restoration work.
- (q) "Site" has the same meaning as "Place of the Work," as defined in the Form of Agreement;
- (r) "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;
- (s) "Substantial Completion" means work performed prior to permanent restoration. Includes the installation of the duct and vaults, a string pulled between vaults, completion of the temporary restoration work and receipt of the redline as-built drawings. Final acceptance will be considered completed when verified by a City Inspector.
- (t) "Tender" means a tender submitted to the City in response to this ITT;
- (u) "Tender Contract" means the contract between the City and each Tenderer governing the ITT process;
- (v) "Tender Documents" means the documents identified as such in Part A - Introduction;
- (w) "Tenderer" means an entity eligible to participate in this ITT process, or as used in Part C - Form of Tender, a particular such entity;
- (x) "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; and
- (y) "Total Performance" means completion of all aspects of this project including substantial completion items as well as completion of all deficiencies and the permanent restoration.
- (z) "UEL" means University Endowment Lands
- (aa) "Work" means the total construction and related services required by the Tender Documents;

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.

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- (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 inquiry 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 and elsewhere herein.
- 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 should 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 must 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

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PART B - TERMS AND CONDITIONS OF ITT PROCESS

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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)

- 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

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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 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 an evaluation of the Tenders by the City to determine which, in the City's opinion, offer the best overall value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or Tenderers' past work, reputations or experience. The City may also focus, where relevant, on the overall net impact of a Tender (or an offer therein) on the finances of the City (including both capital and operating costs). Therefore, the City may accept a Tender other than the lowest Tender.

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- (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.
- (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.

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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 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 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 Site and geotechnical information (if any) provided in or with the Tender Documents, and each Tenderer must evaluate such information as part of its overall assessment of actual Site conditions.

8.3 If any Tenderer wishes to evaluate any 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 by the time stated in Part A - Introduction, Section 6.3. 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, requests for clarification of the Specifications, Drawings, or other Tender Documents may be answered in writing by the City and 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



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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).
- 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 certificates of insurance for the Work (or the particular subset of the Work in respect of which the Contract is made), in the forms 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 must 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.

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**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.

**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:

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- (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.

**19.0 CONFIDENTIALITY AND PRIVACY**

- 19.1 Each Tender, once submitted to the City, will be held in accordance with the City's role as 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, and except that the City may publicly disclose information about or from Tenders, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the ITT.
- 19.2 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.

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 CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
 PART C - FORM OF TENDER

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

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**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 Parts A and 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. <u>PS201508361</u>
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$_____ ) The Tender Price <i><b>includes all PST and GST.</b></i>

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

- (a) Work will begin by October 23, 2015, subject to the City issuing a Notice to Proceed.
- (b) Substantial performance of the Work will occur November 23, 2015.
- (c) Total Performance of the Work will occur by the 1<sup>st</sup> quarter of 2016.

**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 (as defined in CCDC 2) 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 [or the aggregate tendered price for the subset[(s)] 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;

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CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
PART C - FORM OF TENDER

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- (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 Site operations and access to staff and public users of the Site;
- (d) a detailed 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;
- (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) completed and signed certificates of insurance (in the forms attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract 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.

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CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
PART C - FORM OF TENDER**

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- (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**

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 and accepts 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.

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CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
PART C - FORM OF TENDER

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**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 THE ITT**

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

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



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CIVIL COMMUNICATION CONSTRUCTION UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "A" (PART C - FORM OF TENDER)

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SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

*EACH TENDER MUST COMPLETE THIS SCHEDULE A, AS AMENDED, IN FULL. EACH PAGE OF THIS SCHEDULE A MUST BE INITIALLED BY THE SIGNATORIES OF THE FORM OF TENDER. TENDERS MUST NOT BE SUBMITTED WITHOUT A COMPLETED, DULY EXECUTED SCHEDULE A.*

INVITATION TO TENDER NO. PS20150861  
 CIVIL COMMUNICATION CONSTRUCTION UNIVERSITY ENDOWMENT LANDS  
 SCHEDULE "A" (PART C - FORM OF TENDER)

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The Tender Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*. GST shall be shown separately on the row provided therefor.

**NOTE: Prices must be PST-inclusive. Only GST is to be shown as a separate line item.**

The sum of the amounts shown in the table below **MUST** equal the Tender Price stipulated in the space provided in the Form of Tender which, for greater certainty, is the Tenderer's proposed Contract Price for a Contract to complete all of the Work.

***EVERY ROW OF THE BELOW TABLE MUST BE COMPLETED WITH A DOLLAR AMOUNT, EVEN IF THAT DOLLAR AMOUNT IS \$0.***

Item	Description	Amount (including PST)
1.	TMP	\$
2.	Contaminated soils review	\$
3.	Drill road crossings	\$
4.	Trench/Drill blvd	\$
5.	Trench/Drill asphalt	\$
6.	Mobilize to site	\$
7.	Flagging	\$
8.	Temporary restoration	\$
10.	Equipment	\$
11.	De-mobilization	\$
12.	Upgrade scope to a 100mm for entire run	\$
13	Add a second 100mm for entire run	\$
15.	Core 5" hold into power manhole	\$
17.	Permanent restoration (City of Vancouver standards) using grass seed as final cover on boulevard	\$
18.	Other (contingency allowances and any other work or costs not reflected in the items above but required to complete the Work covered by the Tender Documents)	\$
19.	<b>Subtotal (including all PST)</b>	\$

INVITATION TO TENDER NO. PS20150861  
 CIVIL COMMUNICATION CONSTRUCTION UNIVERSITY ENDOWMENT LANDS  
 SCHEDULE "A" (PART C - FORM OF TENDER)

20.	GST (5%)	\$
21.	Tender Price (including all costs, taxes and fees)	\$ (including PST and GST)

**Alternate Pricing:**

Description	Amount (including PST)
Permanent restoration (City of Vancouver standards) using turf as final cover on boulevard (If chosen by the City, this amount will replace the amount proposed for Item 18 above)	

**NTD:** List of Unit Prices for Any Additional Work

These unit prices will be used for changing quantities from those indicated in the Tender Documents or Contract Documents upon written instruction from the City. The unit prices will be applied in accordance with PART 6 CHANGES IN THE WORK of the General Conditions of the Stipulated Price Contract (CCDC 2 - 2008), as modified by the Supplementary General Conditions (Schedule 1 to Part D - Form of Agreement). The prices must include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*.

Item	Description	Unit Price (including PST)
1.	Supply and install 75mm PVC DBII Orange	\$/m
2.	Supply and install 100mm PVC DBII Orange	\$/m
3.	Supply and install 100mm HDPE SDR 11 Orange	\$/m
4.	Supply and install 75mm HDPE SDR 11 Orange	\$/m

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICAITON CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "B" (PART C - FORM OF TENDER)

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SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by within 20 business days after the contract is signed and Substantial Performance is targeted for within 40 business days after the contract is signed. 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
Traffic Management Plan, purchase materials, contaminated soils review	15 business days after contract award and execution
Start construction	20 business days after contract is executed
Complete build (includes temporary restoration)	40 business days after contract is executed
Permanent restoration	End of 1 <sup>st</sup> quarter of 2016

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20150861 - CIVIL COMMUNICAITON CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICAITON CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "C" (PART C - FORM OF TENDER)

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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 must 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. PS20150861, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICAITON CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "C" (PART C - FORM OF TENDER)

---

2.0 2.0 SUPPLIERS

The Tenderer intends to use the following suppliers and manufacturers for [describe relevant portions of the Work].

Supplier	Manufacturer	Supplier Address	Item

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20150861 - CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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 (3)** 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. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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:

---

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---



INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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. . PS20150861 - CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS, FORM OF TENDER - SCHEDULE D", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20150861  
 CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
 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. PS20150861 - CIVIL COMMUNICAITON CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "F" (PART C - FORM OF TENDER)

---

SCHEDULE "F"

FORM OF CONSENT OF SURETY

PROJECT: \_\_\_\_\_

Should it be required, we the undersigned Surety Company do 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. PS20150861  
 CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
 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. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "H" (PART C - FORM OF TENDER)

---

SCHEDULE "H"

CERTIFICATE OF INSURANCE

(TO BE COMPLETED IF AWARDED THE CONTRACT)



PS20150861

SCHEDULE "H" - GENERAL CERTIFICATE OF INSURANCE

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:

PS20150861 - Civil Communication Construction on University Endowment Lands

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

All Risk Tenants' Legal Liability: \$

Employees as Additional Insureds

Blanket Contractual Liability

Non-Owned Auto Liability

INSURER:

Deductible Per Occurrence: \$

POLICY NUMBER:

POLICY PERIOD: From to

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

INSURER:

LIMITS OF LIABILITY:

POLICY NUMBER:

Combined Single Limit: \$

POLICY PERIOD: From to

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

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

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

INSURER:

Per Occurrence: \$

POLICY NUMBER:

Aggregate: \$

POLICY PERIOD: From to

Self-Insured Retention: \$

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

8. POLICY PROVISIONS:

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated:

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



INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "I" (PART C - FORM OF TENDER)

---

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)





**PS20150861**  
**SCHEDULE "I" - CERTIFICATE OF EXISTING INSURANCE**  
**TO BE COMPLETED AND APPENDED TO THE TENDER**

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

- THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.*
- NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

DESCRIPTION OF OPERATION

**PS20150861 – Civil Communication Construction on University Endowment Lands**

**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:

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

INSURER _____	
POLICY NUMBER _____	
POLICY PERIOD _____	From _____ to _____
<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>	
Per Occurrence	\$ _____
Aggregate	\$ _____
All Risk Tenants' Legal Liability	\$ _____
Deductible Per Occurrence	\$ _____

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

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

**6.  UMBRELLA OR  EXCESS LIABILITY INSURANCE**

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

**7. PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
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 _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
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. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "J" (PART C - FORM OF TENDER)

---

SCHEDULE "J"  
UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: ITT PS20150861 - CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS

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. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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](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: \_\_\_\_\_

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "L" (PART C - FORM OF TENDER)

---

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

- (a) The Tenderer confirms and warrants that there is no officer, director, shareholder, partner, employee or Contractor 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 official or employee of the City; or
  - b. related to or has any business or family relationship with an 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 "L".
- (b) The Tenderer confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former Contractor of the City and who has non-public information relevant to the ITT obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

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 "L".

Declaration as to No Collusion

The Tenderer confirms and warrants that:

- (a) the Tenderer is not competing within the ITT with any entity with which it is legally or financially associated or affiliated; and
- (b) the Tenderer is not cooperating in any manner in relation to the ITT with any other tenderer responding to the ITT,

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

Declaration as to Lobbying

The Tenderer confirms and warrants that:

- (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

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
SCHEDULE "L" (PART C - FORM OF TENDER)

---

- (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.]

*(NOTE: The City will evaluate each matter disclosed to determine whether and to what extent the Tenderer can be given consideration in the ITT in light of the particular matter.)*

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. PS20150861

CIVIL COMMUNICATION CONSTRUCTION ON INVICERSITY ENDOWMENT LANDS

CONSTRUCTION AGREEMENT

between

[CONTRACTOR NAME]

and

CITY OF VANCOUVER

[DATE]

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
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 12<sup>th</sup> 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 Civil Communication Construction on University Endowment Lands, 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 Civil Communication Construction at [insert location description and address] 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



INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
PART D - FORM OF AGREEMENT

---

- 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 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: [NTD: Modify as required. All documents that the City wants the Contractor to be bound by will be referenced. If the document is not to be attached as a schedule, insert "(incorporated by reference)" after the document name. Certain schedules will be completed based on the information provided in the Form of Tender.]

- (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");
  - (xi) [insert any other Schedules such as Special Conditions and, if Special Conditions, follow with a definition: "(the "Special Conditions")"];

INVITATION TO TENDER NO. PS20150861  
CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
PART D - FORM OF AGREEMENT

---

- (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);
- (f) the Place of the Work-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.

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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 may be delivered by hand or sent by electronic transmission or by courier or registered mail:

(i) to the City at:

City of Vancouver  
453 West 12<sup>th</sup> 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:

[insert name and address]

or to such other person or address of which one party may advise the other[s] in writing from time to time or at any time, 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 electronic transmission and confirmed by documentation of successful transmission or receipt of an email reply effectively acknowledging delivery; or
- (C) one Working Day after the date of confirmed delivery, if sent by courier or registered mail.

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.

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

CITY OF VANCOUVER  
by its authorized signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.*

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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:

"Owner" or "City"

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“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 “substantial performance” of the Agreement, as determined under Section 1(2) of the *Lien Act*.

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. 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*.

29. Cost Plus Work

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

30. Environmental Law

Environmental Law means any applicable law relating to the protection of the environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, 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.

31. Final Certificate for Payment

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

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32. 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.

33. Holdback

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

34. Lien or Liens

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

35. 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 Place of the Work.

36. 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.

37. 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 Place of the Work.

38. 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.

39. 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

40. Unit Price Work

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

41. 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

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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, official marks 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.

##### 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



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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:

- .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.

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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 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 WorkSafeBC Rules.

GC3.1.4 is added as follows:

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- 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.

### 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 Place of the Work generally and portions of the Project will continue to be used by the City and others as described in the Contract Documents. The Contractor will work simultaneously and harmoniously with others using the Place of the Work 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:

- .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 monthly updates and provide comments on adherence to the construction schedule and details of any remedial actions being undertaken to improve schedule slippages.

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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 No SubContractor or Supplier listed in Schedule 4 (if any) shall be replaced without the written consent of the City, which consent shall 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 Place of the Work 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 Place of the Work 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*

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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 Place of the Work and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the 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 Place of the Work 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 Place of the Work 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.

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- 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 or employee of a SubContractor of the Contractor who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or SubContractor shall be immediately removed from the Place of the Work 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.
- 3.9.3 The Contractor shall, from the date of commencement of the Work, maintain and have the following records to be on site during construction:
- .1 Copy of the approved permit

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- .2 Occupational health & safety program
- .3 Approved traffic management plan
- .4 Contaminated soils review
- .5 Known/anticipated workplace hazards assessment forms
- .6 Daily tailgate sheet
- .7 Any confined spaced entry sheets

**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 Place of the Work 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 Place of the Work with the City and others, all as described in the Contract Documents.

**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,

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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 Place of the Work, 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.

#### 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;



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- (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 Holdbacks, the City shall:
- .1 make progress payments to the Contractor on account of the Contract Price monthly when due, based on:
    - (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 Place of the Work 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 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 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.

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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.

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 Place of the Work 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;

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- (vi) the cost of Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the Work, at cost less salvage value on such items used but not consumed, which remain the property of the Contractor;
  - (vii) the cost of all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
  - (viii) deposits lost;
  - (ix) the amounts of all subcontracts;
  - (x) the cost of quality assurance such as independent inspection and testing services;
  - (xi) charges levied by authorities having jurisdiction at the Place of the Work;
  - (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

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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:

- (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**

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- 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").
- 5.2.2 The amount claimed shall be 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 Place of the Work 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 Place of the Work 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;

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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 Place of the Work or the City's interest therein or against the Holdback;
  - .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 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.

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- 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 ten (10) calendar days after receipt of the Contractor's 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 also contain an application for payment and 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:
    - (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;

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- .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.

**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,
- .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 Place of the Work or the City's interest therein or against the Holdback, 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 Place of the Work confirming that no Liens have been registered prior to the time the release of the Holdback 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 (less any previous releases of the Holdback on account of subcontract Certificates of Completion).

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 in a separate holdback account.

5.5.4 The Holdback is due and payable as set out in GC5.1.6.3. The City may retain out of the Holdback any sums required by law to satisfy any Liens arising under the Contract or any subcontract or, if permitted by the *Lien Act*, claims against the Contractor.

**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 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



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portion of the Holdback any sums required by law to satisfy any Liens arising in connection therewith or, if permitted by the *Lien Act*, other claims.

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 Place of the Work confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and
- .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

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

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

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 at the Place of the Work 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;

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- .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 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

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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:

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.

**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;
- (b) the Contractor shall remove from the Place of the Work 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

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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".

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:

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 at the Place of the Work 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

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

- .1 errors in the Contract Documents;
- .2 acts or omissions by the 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 Place of the Work, the City's property or property on or adjacent to the Place of the Work, 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.

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**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
  - .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

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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 at 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 at 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;
  - .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;

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- .3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.2.5 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:

- 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 at 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".



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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 Place of the Work, 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 Place of the Work all safety equipment necessary to protect workers and others from accident or injury; and
- .5 *First Aid:* supply and maintain at the Place of the Work 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 Place of the Work, and establish an emergency procedure for prompt removal of any such person from the Place of the Work to a hospital, clinic or medical office for further treatment.
- .6 *Notice of Project:* prior to commencement of construction:
  - (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 Place of the Work, 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 Place of the Work.

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 Place of the Work safety meetings convened by the "prime Contractor".

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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 Place of the Work 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 Place of the Work 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:

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.

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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 Place of the Work that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Place of the Work. 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.

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 whenever required by the then-current 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:

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- 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 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 at 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

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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.

**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.

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**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 Place of the Work (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 it include the obligation to obtain easements or other access rights over the actual Place of the Work.

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, 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 (or at such later time as they become SubContractors), "Certificates 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 SubContractors 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:

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- .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, the Consultant and their officials, officers, employees, agents and consultants engaged on the Project as additional insureds (collectively referred to as the "City Insurance Group");
- .4 be issued by a company or companies authorized to issue insurance policies in British Columbia; and
- .5 be issued on a policy form acceptable to the 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 and SubContractors, at their expense, shall retain the following types of insurance:

- (a) Commercial General Liability Insurance:

Commercial General 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;

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3. blanket contractual liability coverage;
5. contingent employer's liability coverage; and
6. non-owned automobile liability coverage,

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 & Mechanical and Electrical Breakdown 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) Mechanical and electrical breakdown insurance insuring the interests of the Contractor and the City Insurance Group for not less than the Contract Price.

The following conditions will apply to the property and mechanical and electrical breakdown 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 mechanical and electrical breakdown 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



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insurance. The Contractor shall refund to the City the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- (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.
  - (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.
  - (e) *Contractors Pollution Liability Insurance* including "Non Owned Disposal Sites" ("NODS") coverage with a limit not less than \$2,000,000.00 per occurrence and with a deductible not greater than \$50,000.00 covering third-party bodily injury, property damage and clean-up costs arising out of a pollution event, including but not limited to any unexpected or unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor and the City as a named insureds.

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.

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- (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).

11.2.2 If the Contractor or a SubContractor 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**

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

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and howsoever caused, arising from or in any way connected with (A) any wrongful or negligent act, error or omission of, or defective goods supplied by, the Contractor, SubContractors, Suppliers or their respective employees or agents when attending the Place of the Work 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:

(i) approval by any relevant insurers (without prejudice to GC12.1.7(e);  
and

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- (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.

**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:

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- .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.

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.

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**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 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:

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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**

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SCHEDULE 2 (PART D - FORM OF AGREEMENT)

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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.



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SCHEDULE 3 (PART D - FORM OF AGREEMENT)

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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.]

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SCHEDULE 4 (PART D - FORM OF AGREEMENT)

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**SCHEDULE 4  
SUBCONTRACTORS AND SUPPLIERS**

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

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

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

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

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SCHEDULE 5 (PART D - FORM OF AGREEMENT)

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SCHEDULE 5  
PROJECT SCHEDULE

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

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SCHEDULE 6 (PART D - FORM OF AGREEMENT)

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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)

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SCHEDULE 7 (PART D - FORM OF AGREEMENT)

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SCHEDULE 7  
INSURANCE CERTIFICATES

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

(see attached)

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SCHEDULE 8 (PART D - FORM OF AGREEMENT)

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SCHEDULE 8  
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

[Replace with completed form (ITT should include completed form).]

Contract Title Civil Communication Construction on University Endowment Lands

Project Manager (City employee) James Driedger, Fiber Plant Coordinator

Contract Name and No. (if known) ITT PS20150861 -Civil Communication Construction on University Endowment Lands

**PURPOSE**

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the **existing** work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential Contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

**DEFINITIONS**

"Project Manager" means the City employee designated to be the liaison with the Contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

**INSTRUCTIONS FOR COMPLETION**

The document must be completed in full. Choices for each entry are:

Yes (Y)                      the known worksite hazard or existing work process hazard does exist

No (N)                      the known worksite hazard or existing work process hazard does not exist\*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

\* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA)    the worksite hazard or existing work process is not applicable for this contract type

**INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY**

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

**ASSISTANCE IN COMPLETING THIS DOCUMENT**

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or [healthandsafety@vancouver.ca](mailto:healthandsafety@vancouver.ca)).

<b>Hazard or Issue</b>	<b>Project Manager</b>
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 SCHEDULE 8 (PART D - FORM OF AGREEMENT)

	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
<p>1. <b>Asbestos-containing Materials.</b> Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services</p>	
(a) Asbestos containing materials (ACM) will be encountered	N
(b) A hazardous materials assessment for asbestos is provided in the tender package	N
(c) A hazardous materials assessment for asbestos is the responsibility of the Contractor	Y
<p>2. <b>Lead-containing Materials.</b> Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services</p>	
(a) Inorganic lead-containing materials may be encountered	N
(b) A hazardous materials assessment for lead is provided in the tender package	N
(c) A hazardous materials assessment for lead is the responsibility of the Contractor	Y
<p>3. <b>Other hazardous materials.</b> May include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here)  <u>None of these items are anticipated as part of this work.</u>        _____        _____        _____</p>	
(a) A hazardous materials assessment for ammonia is provided in the tender package	N
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package;	N
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the Contractors responsibility	Y
<p>4. <b>Confined Spaces.</b> Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:</p>	
(a) a hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package;	N
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	NA
(c) the Contractor shall be responsible for isolation and lockout procedures.	Y

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Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
5. <b>Lock Out.</b> Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:	
(a) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	N
(b) work will be performed on or near energized equipment, lines, or circuits	Y
If yes to (a) or (b) describe: <u>Entry to a power manhole on Acadia will require working around live cables. Contractor will require PSSP2 training and will need either a UBC permit for accessing a live MH, or a BC Hydro standby resource for accessing the MH.</u> <hr/> <hr/> <hr/>	
6. <b>Fall Protection.</b> Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services	
(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	N
(b) Scaffolding or ladders will be required to be secured to a building or structure	N
7. <b>Overhead and Underground Utilities.</b> Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	N
(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful Contractor candidate)	N
(c) Necessary assurances must be obtained (in writing) by the successful Contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	NA
(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y



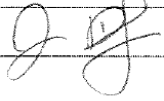
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 CIVIL COMMUNICATION CONSTRUCTION ON UNIVERSITY ENDOWMENT LANDS  
 SCHEDULE 8 (PART D - FORM OF AGREEMENT)

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the Contractor?  _____	
<b>8. Construction, Excavation, Shoring and Demolition</b>	
(a) As "prime Contractor", the City of Vancouver project manager will submit the Notice of Project	N
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y
<b>9. Chemicals, Solvents, Fumes, Vapours, And/Or Dusts</b> (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the Contractor	N
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the Contractor	N
If yes to (a), list the work processes and/or chemicals in use:  _____	
<b>10. Noise</b> (existing work processes only)	
Employees will be exposed to noise levels above 85dbA	Y

OTHER HAZARDS (NOT IDENTIFIED ABOVE)	
(a)	_____
	_____
(b)	_____
	_____
(c)	_____
	_____

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<b>KNOWN WORKPLACE HAZARDS LIST COMPLETED BY</b>	
Project Manager Name (print): James Driedger	
Project Manager Signature: 	Date: August 10, 2015
Title: Fiber Plant Coordinator	Phone: 604-250-7725

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SCHEDULE 9  
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

Contract Title \_\_\_\_\_

Project Manager (City Employee) \_\_\_\_\_

Contractor Representative \_\_\_\_\_

Contract Name and No. \_\_\_\_\_

**PURPOSE**

This document shall be completed by the Contractor awarded the contract, who shall identify all the known and potential work process hazards associated with the contract. The Contractor, who is responsible for all identified actions, shall provide a completed Pre-Contract Hazard Assessment Form to the Project Manager (City employee) for review and consultation before the contract work begins.

**REFERENCE MATERIAL**

In order to complete this document, the Contractor should refer to a completed copy of any "List of Known Workplace Hazards," provided with the tender package. The Contractor is also responsible to refer to any "Hazardous Materials Assessments," provided by the City with the tender package, and possibly referred to in such a "List of Known Workplace Hazards."

**INSTRUCTIONS FOR COMPLETION**

The document must be completed in full. Choices for each entry are:

**Yes (Y)**                      this work process or worksite hazard will exist for this contract and is the responsibility of the Contractor

**No (N)**                        even though the work process or worksite hazard will exist, it will not be the responsibility of the Contractor

**Not Applicable (NA)**    the work process or worksite hazard is not applicable for this contract

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where the relevant hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create such a hazard or issue.

**DOCUMENTATION AND TRAINING REQUIREMENTS**

During the contract term, the Contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a **(D)** in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

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For any identified hazard marked with a (T), the Contractor is responsible to train its employees.

**HAZARDOUS MATERIALS**

The Contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
1. <b>Asbestos-containing Materials.</b> Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services	