



INVITATION TO TENDER NO. PS20171180 (the "ITT")

VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS

Tenders are to be addressed to the Supply Chain Management office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and must be received in the drop box at the Supply Chain Management office prior to 3:00pm, Vancouver Time (as defined in Note 3 below), on Thursday, June 14, 2018 (the "Closing Time"). Tenders will be not be publicly opened. Tender results can be found within 48 hours of the Closing Time at the following website:

<http://vancouver.ca/doing-business/unverified-tender-results.aspx>

NOTES:

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

Brian Brennan, Contracting Specialist

Email: brian.brennan@vancouver.ca

(the "Contact Person")

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NOTE: The listed Specifications and Drawings are not included herewith but may be accessed by potential Tenderers at the FTP: <https://webtransfer.vancouver.ca/>
The user ID is: PS20171180DL@coveftp01
The password is: rjvn3WTE

1.0 OVERVIEW OF PROJECT

The purpose of the ITT is to invite prequalified construction contractors to submit tenders for the construction of the main works portion ("Main Works") of a vehicle entrance upgrades project ("Project") at the City of Vancouver's landfill facility located in Delta, British Columbia (the "Landfill") and, ultimately, to select from those responding to the ITT, a contractor with the capability and experience to efficiently and cost-effectively perform and complete the Work.

1.1 Background

Owned and operated by the City of Vancouver (City), the Landfill serves approximately 70% of the Metro Vancouver region. In operation since 1966, the Landfill is authorized by the BC Ministry of Environment and Climate Change Strategy's (MOE) Operational Certificate (OC) and Metro Vancouver's Integrated Solid Waste and Resource Management Plan (ISWRMP) ([http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/ISWRMP.pdf#search="iswrmp"](http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/ISWRMP.pdf#search=)). Additional information about the Landfill can be found in the Landfill's annual report at <http://vancouver.ca/home-property-development/annual-reports-for-landfill-and-solid-waste-divisions.aspx>

City staff and the City's engineer for the Project, AECOM Inc. ("AECOM"), have divided the Project into four (4) parts:

1. pre-load preparation and installation (Pre-Load);
2. supply of weigh scales;
3. prefabrication and installation of new scales house; and
4. the Main Works.

When completed, the Project will:

1. improve the customer experience at the Landfill;
2. accommodate increased recycling driven by the market, regulations and environmental policy;
3. increase processing and queuing capacity thereby substantially reducing traffic from backing onto South Fraser Perimeter Road (SFPR); and
4. update end-of-life infrastructure.

1.2 Work Scope

In general, the Main Works portion of the Project includes the installation of four (4) new vehicle weigh scales, coordination of the installation of a new two (2) storey pre-fabricated weigh scale building, supply and installation of two (2) new smaller ancillary buildings and the civil works construction of an expansion to the Residential Drop-Off (RDO) area.

In general, the successful Tenderer under the ITT will be responsible for carrying out the Main Works, including, in relation thereto, the construction and installation work and materials procurement required therefor, traffic management and communications, site safety, as Prime Contractor, and coordination of sub-contractors and any other City contractors and third party utilities and their contractors involved in or affected by the Work.

AECOM has prepared the Specifications and Drawings for the Main Works.

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The Main Works are to be commenced in 2018 and completed in 2019.

1.3 City Provided

Following contract award, the Engineer will provide Issued for Construction drawings and specifications for the Main Works.

1.4 Location

The Landfill is located at 5400 72nd Street, Delta, British Columbia. The Main Works work site area within the Landfill is further described in the Tender Documents.

1.5 Schedule

Milestone	Date
Notice of Award	July 26, 2018
Project Kickoff Meeting	August 10, 2018
Contractor Mobilization	August 30, 2018
Landfill Entrance Main Works Construction	August 30, 2018 -June 12, 2019
FortisBC Pipeline Installation Construction Start (included for information only)	Early September 2018
FortisBC Pipeline Installation Construction Complete (included for information only)	End of September 2018
Substantial Performance	June 12, 2019
Total Performance	July 10, 2019

1.6 Conflict of Interest

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 "Q" 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.

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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 consist of the following (and include the documents referred to in Section 3.3 below):

- (a) Part A - Introduction, and its appendices:
 - (i) Appendix 1 - Mandatory Information Meeting Attendance Form;
 - (ii) Appendix 2 - Response Notification Form;
 - (iii) Appendix 3 - Geotechnical Reports;
 - (iv) Appendix 4 - Asphalt Testing;
- (b) Part B - Terms and Conditions of ITT Process;
- (c) Part C - Form of Tender (including all schedules);
- (d) Part D - Form of Agreement (including all schedules);
- (e) the Specifications (available separately and to be incorporated into the Contract when finalized);
- (f) the Drawings (available separately and to be incorporated into the Contract when finalized); and
- (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 The Specifications and Drawings other than those referred to in the following Section 3.3 will be made available at the following FTP Site:

To access the site externally, use your web browser and go to:

<https://webtransfer.vancouver.ca/>

The user ID is: PS20171180DL@coveftp01

The password is: rjvn3WTE (The password is case sensitive.)

3.3 The Specifications and Drawings include the "Master Municipal Specifications and Standard Detail Drawings" contained within Volume II of the Master Municipal Construction Documents (Platinum Book), 2009 ("MMCD"), but all of Volume I of the MMCD and the following parts of Volume II thereof are hereby expressly excluded from the Tender Documents: Instructions to

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Tenderers - Part II. General Conditions (including Schedule 17.5.3 Letter Agreement with Referee, Changes and Extra Work flow chart, and Dispute Resolution Process flow chart).

4.0 MANDATORY INFORMATION MEETING

4.1 Tenderers are required to attend the mandatory information meeting (the “**Mandatory Information Meeting**”) on Wednesday, May 23, 2018 commencing at 10:00 a.m.

4.2 The location of the Mandatory Information Meeting will be Vancouver Landfill, 5400 72nd Street, Delta, Vancouver, British Columbia.

4.3 All persons attending the Mandatory Information Meeting on behalf of Tenderers must bring their own personal protective equipment (PPE) consisting of steel toe footwear, high visibility vests, and safety glasses.

4.4 Tenderers are asked to pre-register for the Mandatory Information Meeting by submitting the Mandatory Information Meeting Attendance Form (Appendix 1) to the Contact Person by email prior to Friday May 18, 2018.

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 email on or before Thursday, June 6, 2018.

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 the 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 the 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 the ITT and their 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 e-mailed to brian.brennan@vancouver.ca prior to Thursday, June 6, 2018, 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 the 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.

7.0 ELIGIBILITY TO PARTICIPATE

7.1 The ITT is open to only the following contractors as prequalified pursuant to the City’s RFPQ No.PS20171247 Vancouver Landfill Entrance Upgrades: Main Works - Contractor Prequalification:

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Hall Constructors Corp.

Jacob Bros Construction Ltd.

MRC Total Build LP.

Lafarge Canada Inc.

Chandos Construction Ltd.

- 7.2 Notwithstanding Section 7.1, the City reserves the unrestricted right to accept and consider, as if prequalified pursuant to the RFPQ, Tenders submitted by affiliates or joint venture partners of any of the pre-qualified contractors listed above in circumstances in which, prior to or after the Closing Time, the Tenderer and/or its affiliate or joint venture partner(s), as the case may be, provide documentation demonstrating to the satisfaction of the City, in the City's sole and unfettered discretion, that such affiliate and/or joint venture partnership, had it applied under the RFPQ, would have been pre-qualified to submit a tender hereunder.

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APPENDIX 1 (PART A) - INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Supply Chain Management

Invitation to Tender No. PS20171180

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

Brian Brennan
City of Vancouver
Email: brian.brennan@vancouver.ca

Your details:

Tenderer's Name:

"Tenderer"

Address:

Telephone:

Fax:

Key Contact Person:

E-mail:

We will attend the Mandatory Information Meeting for: ITT No. PS20171180, "VANCOUVER LANDFILL ENTRANCE UPGRADES: MAIN WORKS".

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

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APPENDIX 2 (PART A) - RESPONSE NOTIFICATION FORM



CITY OF VANCOUVER
Supply Chain Management

Invitation to Tender No. PS20171180

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:

Brian Brennan
City of Vancouver
Email: brian.brennan@vancouver.ca

Your details:

Tenderer's Legal

Name:

"Tenderer"

Address:

Telephone:

Fax:

Key Contact Person:

E-mail:

We WILL / WILL NOT submit a Tender in response to ITT No. PS20171180, "VANCOUVER LANDFILL ENTRANCE UPGRADES: MAIN WORKS".

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

APPENDIX 3
GEOTECHNICAL REPORTS

The following geotechnical reports are included for information only and will not form part of the Contract. These reports have been prepared for the Owner by independent consultants. While the data contained therein is believed to be accurate, any opinions or recommendations are solely of the authors of the reports. Tenderers must form their own conclusions from the data and shall make no claim, at any time that any opinion or recommendation is incorrect or misleading. Neither the Owner, nor any representative of the Owner, accepts responsibility for the contents of these reports or for the suggestions and recommendations contained therein except for recommendations, if any, which have been specifically incorporated into the Specifications.

- Factual Report - dated: July 30, 2015
- Weigh Scales and Operation House (Scalehouse) - dated: August 7, 2015
- Operations House (Scalehouse) Piles - dated: November 4, 2015
- Sanitary Holding Tank - dated: November 4, 2015

The Geotechnical Reports will be made available at the following FTP Site:

To access the site externally, use your web browser and go to: <https://webtransfer.vancouver.ca/>

The user ID is: PS20171180DL@coveftp01

The password is: rjvn3WTE

APPENDIX 4

ASPHALT TESTING

The following asphalt testing reports are included for information only and will not form part of the Contract. These reports have been prepared for the Owner by independent consultants. While the data contained therein is believed to be accurate, any opinions or recommendations are solely of the authors of the reports. Tenderers must form their own conclusions from the data and shall make no claim, at any time that any opinion or recommendation is incorrect or misleading. Neither the Owner, nor any representative of the Owner, accepts responsibility for the contents of these reports or for the suggestions and recommendations contained therein except for recommendations, if any, which have been specifically incorporated into the Specifications.

- Asbestos Analysis Report - dated September 16, 2016

The Asphalt Testing Reports will be made available at the following FTP Site:

To access the site externally, use your web browser and go to: <https://webtransfer.vancouver.ca/>

The user ID is: PS20171180DL@coveftp01

The password is: rjvn3WTE

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) "City" means the City of Vancouver;
- (b) "Closing Time" has the meaning set out on the cover page of the ITT;
- (c) "Contract" means a contract for performance of the Work entered into, in substantially the form set out in the Form of Agreement, between the City and a Tenderer whose Tender the City has accepted pursuant to the ITT;
- (d) "Contractor" means a Tenderer whose Tender the City has accepted pursuant to the ITT and with which Tenderer has entered into a Contract;
- (e) "Drawings" means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (f) "Engineer" 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) "Form of Agreement" means the form of agreement contained in the Part D - Form of Agreement part of the ITT;
- (h) "Form of Tender" means the form of tender document contained in the Part C - Form of Tender part of the ITT;
- (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) "Health and Safety Plan" means the health and safety plan required under the Part C - form of Tender and Part D - Form of Agreement parts of the ITT;
- (k) "Information and Privacy Legislation" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the regulations thereunder;
- (l) "ITT" means this Invitation to Tender No. PS20171180;
- (m) "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

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PART B - TERMS AND CONDITIONS OF ITT PROCESS

disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);

- (n) “**Notice of Award**” has the meaning set out in Part C - Form of Tender;
- (o) “**Notice to Proceed**” has the meaning set out in Part C - Form of Tender;
- (p) “**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;
- (q) “**Specifications**” means 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;
- (r) “**Substantial Performance**” means substantial performance of the Work such that, though not necessarily totally complete, it is ready for full use as intended and/or is fully functional as intended as a completed project and the Engineer in writing in accordance with the Contract has certified it as such;
- (s) “**Tender**” means a tender submitted to the City in response to the ITT;
- (t) “**Tender Contract**” means any contract between the City and a Tenderer coming into existence on the submission of a Tender and governing the ITT process;
- (u) “**Tender Documents**” means the documents identified as such in Part A - Introduction;
- (v) “**Tenderer**” means an entity submitting a Tender to the City in response to the ITT;
- (w) “**Tender Price**” means the monetary amount a Tenderer stipulates in its Tender, in the space provided therefor in the Form of Tender, (“**MMCD**”), proposes as its all-inclusive total fee, including all applicable taxes, to carry out and complete the Work in accordance with a Contract between it and the City;
- (x) “**Total Performance**” means, as certified in writing by the Engineer in accordance with the Contract, the total, complete performance of the Work as required under the Contract, including correction of all deficiencies, but excluding any warranty work required during warranty periods under the Contract;
- (y) “**Work**” means all of the construction and related services described and/or specified in the Tender Documents;
- (z) “**Working Day**” means any day other than Saturday or Sunday or any “holiday” as defined in the *Interpretation Act* (British Columbia);
- (aa) “**Work Site**” or “**Site**” means the area or areas on or about the City’s property where the Work is to be carried out.

All other capitalized terms used in the 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 any conflict(s) between (i) the Specifications and Drawings and (ii) the other Tender Documents, the other Tender Documents shall prevail over the Specifications and Drawings.
- (c) In these Tender Documents, the word "should" and the terms "is asked to" and "are asked to" are used to denote actions or Tender inclusions that, while not mandatory, are strongly recommended. In contrast, the terms "will", "shall", "must", "is to", "are to", "is required to" and "are required to" are used to denote mandatory requirements of the ITT. If a Tenderer is uncertain as to whether or not a particular action or Tender inclusion is mandatory, the Tenderer should submit an 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 must be signed by an authorized signatory or authorized signatories of the Tenderer (as necessary for due execution on behalf of the Tenderer). Each Tender by a company or partnership should specify the full legal name of the legal entity submitting the Tender.
- 2.5 All blank spaces in the Form of Tender should be filled in and all schedules completed. Any failure by a Tenderer to complete the Form of Tender may result in preference being given to competing Tenderers. All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations or other corrections should be initialled by an authorized signatory of the Tenderer.
- 2.6 Subject to any alternatives or options in respect of which the City requests pricing or other information in a Schedule to the Form of Tender, Tenders are to be all inclusive and without qualification or condition.
- 2.7 The City may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the City's website, as set out in Part A - Introduction.
- 2.8 A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time: a) by submitting an amendment identifying a plus or minus variance to the Tenderer's Tender Price; or 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.

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2.9 The City will not be responsible for any cost incurred by any Tenderer in preparing a Tender.

3.0 BONDS

3.1 Tenders will be irrevocable and each offer made therein shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time. Each Tender must be accompanied by a bid bond valid for a period of ninety (90) calendar days commencing on the Closing Time, payable to the "City of Vancouver", in the amount of ten percent (10%) of the Tender Price, and not a dollar amount, as a guarantee of the due execution of a Contract and the delivery of the performance bond and labour and material payment bond required by the Form of Tender. The forms of these bonds are to be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond: CCDC 220 (latest)

Performance Bond: CCDC 221 (latest)

Labour and Material Payment Bond: CCDC 222 (latest)

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 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 the Contractor's compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work.

4.2 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.

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4.3 If an itemized breakdown of the Tender Price 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.

5.0 ACCEPTANCE OF TENDERS

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

- (a) The City is not in any way required or obligated under any Tender Contact(s) or otherwise to accept the lowest Tender or any Tender at all and may accept any Tender that it considers to be advantageous to it, and the City may reject all Tenders or cancel the ITT at any time without further explanation and without any liability of any kind whatsoever to any Tenderer(s).
- (b) Acceptance of any Tender in whole or in part 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 do not conform to the requirements of the ITT may or may not be disqualified or rejected, and the City may or may not waive any non-conformity, including any material non-conformity, irregularity or anomaly, and including any non-compliance as to the timing of delivery of anything required by or any other requirements of the ITT, and the City 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 ITT or because they have not complied with the process for submission set out in the ITT.
- (d) Where the City, in its sole discretion, is of the view that there is anything in any Tender(s) which causes uncertainty about the meaning or intent of any part(s) thereof and which cannot be resolved or clarified from examination of the contents of the Tender(s), then whether or not any such uncertainty actually exists on the face of the Tender, the City may, at any time prior to any Contract award, solicit and/or accept clarification therefor from the Tenderer. Such clarifications may include the City's solicitation and/or acceptance of further documentation or information which will then form part of the Tender. The City's solicitation and/or acceptance of such clarifications from any Tenderers may be exercised without any duty or obligation to inform any other Tenderers thereof or to allow them to modify their Tenders in any way, and the City will have no liability to any Tenderer for any Losses of any kind as a result of any such solicitations and/or acceptances of such clarifications.
- (e) The City's acceptance of any Tender will be based on the City's evaluation of Tenders to determine which of them, if any, in the City's opinion, offers the best overall value to the City taking into account its objectives, goals, resources, policies and any other considerations it may wish to apply. While Tender Price will be an important consideration in that evaluation, the City may take into account other factors affecting overall value, including, without limitation, any concerning methodology proposed, sustainability or Tenderer work history, reputation or experience. The City may also consider overall net impact of Tender Prices on City finances (including both capital and operating costs).

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- (f) If the City determines that all Tender Prices are too high or that none of the Tenders offers the City the overall value it seeks, all Tenders may be rejected.
- (g) The City, on its own initiative, prior to accepting any Tender, may negotiate and reach agreement with any one or more Tenderers of its choosing to change the scope of the Work and/or modify its Tender, its Tender Contract and/or the Form of Agreement, and the City may do so in each and every case without having any duty or obligation of any kind to inform any other Tenderers thereof or to allow them to modify their Tenders or Tender Contracts in any way as a result thereof, and the City will have no liability to any other Tenderer for any Losses of any kind resulting therefrom. Notwithstanding the foregoing, all Tenders when submitted to the City pursuant to the ITT must nevertheless conform to the requirements of the ITT and must not propose any variations to the Work or the Form of Agreement.
- (h) Each Tenderer acknowledges and agrees that the City will not in any circumstances be liable to the Tenderer for any Losses of any kind it may suffer, incur or experience as a result or arising out of its submission of a Tender hereunder, the City's acceptance or non-acceptance of the Tender or any part thereof, any breach by the City of the Tender Contract between the City and the Tenderer or any Tender acceptance and/or Contract award made not strictly in accordance with the contents of ITT.
- (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) Any and all City guidelines or policies applicable to the ITT will not give rise to any 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. In particular, but without limitation to the foregoing, the City's Procurement Policy, as amended or replaced from time to time, is merely an internal guideline for the City and does not create any legal rights for any Tenderer or anyone else or impose upon the City any legal obligations to any Tenderer or anyone else with respect to the 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, in its sole discretion, may elect to accept for consideration Tenders that contain conditions or qualifications that are in the nature of corrections of typos or internal inconsistencies in the ITT or the Form of Agreement or that represent immaterial changes to the Form of Agreement 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 uncertainty only and do not in substance involve 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.

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6.0 AWARD OF CONTRACT

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

7.0 EXAMINATION OF TENDER DOCUMENTS

- 7.1 Each Tenderer should carefully 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 the Work.
- 7.2 No allowance will be made on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of the foregoing clause 7.1.

8.0 SITE EXAMINATION/PRE-SUBMISSION DUE DILIGENCE BY TENDERER

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

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Tenderers who have submitted a Response Notification Form on or before the indicated deadline. The City is not responsible for any other explanations or interpretations of the Specifications, Drawings or other Tender Documents.

10.0 PRODUCT APPROVAL

- 10.1 Wherever any material, machinery, equipment or fixture (any “Product”) is specified or shown in the Tender Documents by reference to a proprietary item, product or model number, catalogue number, manufacturer or trade name or similar reference, each Tenderer obligates itself to submit its Tender and, if applicable, accept award of a Contract based upon the use of such Product. Use of any such reference in the Tender Documents is intended to establish the measure of quality which the City (or its Engineer) 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 in the Tender Documents, Tenderers should submit requests in writing to the City at least five business days prior to the Closing Time. Such 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. Any approval by the City for such non-specified Products will be given only in the form of an addendum to the Specifications issued by the City.
- 10.3 Approvals of such non-specified Products, as noted in clause 10.2 above, shall be deemed effective only 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 a “Certificate of Insurance” for the Work, a copy of which is attached as a schedule to the Form of Tender.

12.0 WORKSAFEBC

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

13.0 LABOUR RATES AND EQUIPMENT

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

14.0 LISTS OF SUBCONTRACTORS AND SUPPLIERS

- 14.1 Tenderers should provide, if requested in a schedule to the Form of Tender, lists of proposed subcontractors and suppliers, specifying the name and address of, and the portion of the Work to be completed by, or the equipment or materials to be supplied by, each proposed subcontractor or supplier.
- 14.2 The City reserves the right to object to any of the proposed subcontractors or suppliers listed in a Tender. If the City objects to a listed subcontractor or supplier, then the City will permit a Tenderer to propose a substitute subcontractor or supplier acceptable to the City. A Tenderer will not be required to make such a substitution and, if the City objects to a listed subcontractor or supplier, the Tenderer may, rather than propose a substitute subcontractor or supplier, consider its Tender rejected by the City and, by written notice, withdraw its tender. The City shall, in that event, return the Tenderer's bid security.

15.0 TAXES AND FEES

- 15.1 The successful Tenderer will be required to obtain and pay for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work. The City will not be liable in any manner for the same, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims and Losses in relation to obtaining and paying for any applicable municipal, provincial and federal permits and licences necessary for the proper completion of the Work.
- 15.2 Each Tenderer's Tender Price (and each other price offered by the Tenderer in its Tender, if applicable) must, unless otherwise expressly stated, be inclusive of all applicable municipal, provincial, federal and other taxes, and all customs and excise duties and other assessments and charges, including sales taxes assessed upon the sale of goods and services to the City under the Contract, and the successful Tenderer agrees to indemnify and save the City harmless from and against all claims which shall be made with respect thereto.

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 Each Tenderer in submitting a Tender acknowledges and agrees that the City will not in any way be liable to the Tenderer for any Losses of any kind suffered, incurred or experienced by the Tenderer in connection with the ITT, including, without limiting the generality of the foregoing, any Losses of any kind suffered, incurred or experienced by the Tenderer and 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 against the City for any such Losses.

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- 17.2 Each Tenderer in submitting a Tender agrees to indemnify the City and its employees, advisors or representatives (including the Engineer) and hold them harmless from and against any and all demands, claims, actions or suits or threatened demands, claims, actions or suits against the City or any of its employees, advisors or representative (including the Engineer) by any of the Tenderer's subcontractors or materials or equipment suppliers alleging, demanding, claiming or pleading Losses by:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the Engineer);
 - (b) an unintentional tort, of the City or any of its employees, advisors or representatives (including the Engineer), occurring in the course of conducting the 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 the ITT, except only disputes arising between the City and any Tenderer to whom the City has made an award of a Contract, which arise under such Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director - Supply Chain Management;
 - (b) Sections 17.1 and 17.2 above will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator; and
 - (c) The Tenderer will bear all costs of the arbitration.

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 Unsuccessful Tenderers shall, at the City's request, destroy or return all copies and originals (in any and all formats or mediums) 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 the ITT) in order to obtain information concerning the names of the other Tenderers who have submitted a Tender and the Tender

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Price shown on each Form of Tender. However, no other information is anticipated to be disclosed by the City.

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 PART C - FORM OF TENDER

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

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PART C - FORM OF TENDER

1.0 TENDER PRICE AND SCHEDULE

Having carefully read and examined the Tender Documents, and agreeing 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. PS20171180
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$_____)
The Tender Price <u><i>includes all PST and GST.</i></u>

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

- (a) The Work will begin by August 30, 2018 subject to the City issuing a Notice to Proceed.
- (b) Substantial Performance will occur by June 12, 2019.
- (c) Total Performance will occur by July 10, 2019.

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 for that purpose 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 this Tender is irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing at the Closing Time, even if the Tender of another Tenderer is accepted by the City prior to the expiry of that 90 day period. If within that 90 day period the City delivers a written notice by which the City accepts the Tender (a "Notice of Award"), the Tenderer will, within ten (10) Working Days of the receipt of the Notice of Award, deliver to the City:

- (a) a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Tender Price, 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;

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- (b) a detailed Work Schedule consistent with the preliminary Work Schedule included in this Tender, which indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate such Work will be performed in accordance with the applicable completion dates set out in this Tender; The Work Schedule shall be completed using Microsoft Project or other scheduling software as approved by the Engineer;
- (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, signage and materials used to maintain Work Site operations and access to staff and public users of the Work Site;
- (d) a detailed Work Site-specific Health and Safety 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 or MetroWest Inter-Municipal business licence;
- (g) banking details to support payments by Electronic Funds Transfer (EFT);
- (h) a completed and signed Certificate of Insurance (in the form attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract is in place;
- (i) a completed Contractor's Pre-Contract Hazard Assessment Form (in the form of Schedule 11 to the Form of Agreement).

4.0 NOTICE TO PROCEED

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

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PART C - FORM OF TENDER

clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be deemed to be a repudiation of the Tender Contract and refusal to enter into the relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the bid security shall be forfeited to the City in the amount equal to the lesser of:

- (i) the face value of the bid security; and
 - (ii) the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest or any submitted Tender will not necessarily be accepted. 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 to the Form of Tender are 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.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
PART C - FORM OF TENDER

7.0 CERTIFICATION

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

8.0 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).

9.0 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 that it 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

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

EACH TENDERER 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 AND DULY EXECUTED SCHEDULE A.

NOTE: The contents of this Schedule A are contained on a separate Excel spreadsheet which can be found on the FTP site specified in Part A - Introduction - Section 3.2. Pricing is to be entered into the Excel spreadsheet and submitted, within the Tender, in the form of one (1) completed hard copy and one (1) soft copy on a USB stick or flash drive. Each hard copy should be initialled by the signatories of the Form of Tender.

The Tender Price is to be itemized, apportioned and set out on the Excel spreadsheet for this Schedule A in accordance with the table shown thereon. The prices Tenderers put into 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.

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

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

The sum of the amounts shown in the table below **should** 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.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "B"

PRELIMINARY WORK SCHEDULE

The Work is expected to begin by August 30, 2018 and Substantial Performance is targeted for June 12, 2019.

TABLE 1 - KEY ACTIVITIES & PROJECT MILESTONES		
Key Activity / Milestone	Date of Commencement	Date of Completion
Commencement of the Work		
• Notice of Award		
• Project Kickoff Meeting		
• Contractor Mobilization to Site		
• Construct 72 nd Street Preloading		
• Scale #3 and #4 and New Operator Kiosk Commissioned and Operational		
• Construct Scalehouse Foundation		
• Rehabilitate Scale #2		
• Commission and Open Scale #2		
• Install and Commission Scalehouse		
• Construct New RDO Access Roads		
• Rehabilitate Scale #1		
• All Scales Commissioned and Operational		
Substantial Performance		June 12, 2019
Total Performance		July 10, 2019

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20171180, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

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 will perform any portion of the Work should be listed. The Tenderer must utilize only those Subcontractors and Suppliers named in Schedule "C"; any substitutions require prior written approval from the Engineer. The Tenderer should supply CV's for all Subcontractors listed below.

Subcontractor	Address	Type of Work

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20171180, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20171180
 VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
 SCHEDULE "C" (PART C - FORM OF TENDER)

2.0 SUPPLIERS

The Tenderer intends to use the following suppliers and manufacturers for the Work. The Tenderer must utilize only those Suppliers and Manufacturers named in Schedule "C"; any substitutions require prior written approval from the Engineer.

Supplier	Manufacturer	Supplier Address	Item

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20171180, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

SCHEDULE "D"

TENDERER'S EXPERIENCE WITH RELATED WORK

Intentionally deleted.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "E" (PART C - FORM OF TENDER)

SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

Tenderers shall complete the following tables setting out the non-operated 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 material 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. PS20171180, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

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 the Contract, which may be awarded to _____ at the Tender 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 the 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:

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. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "H" (PART C - FORM OF TENDER)

SCHEDULE "H"

CERTIFICATE OF INSURANCE

(TO BE COMPLETED IF AWARDED THE CONTRACT)



CERTIFICATE OF INSURANCE
Project Specific Insurance

Schedule 7

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

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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF PROJECT/CONTRACT: _____

INVITATION TO TENDER NO. PS20171180 VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS

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

INSURER: _____ INSURED VALUES: (Full Replacement Cost value of Project)
TYPE OF COVERAGE: _____ Limit: \$ _____
POLICY NUMBER: _____ Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">✓ Personal Injury✓ Cross Liability or Severability of Interest✓ Employees as Additional Insureds✓ Blanket Contractual Liability✓ Broad Form Products and Completed Operations✓ Broad Form Property Damage including Loss of Use✓ Non-Owned Auto Liability | <p>Check Additional Extensions where applicable and included:</p> <ul style="list-style-type: none"><input type="checkbox"/> Work below ground level over 3 metres<input type="checkbox"/> Excavation, shoring, underpinning, pile driving or caisson<input type="checkbox"/> Demolition, removal or weakening of support of property<input type="checkbox"/> Blasting<input type="checkbox"/> Operation of hoist or attached machinery<input type="checkbox"/> 24 months Completed Operations<input type="checkbox"/> 36 months Completed Operations |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

INSURER: _____ POLICY NUMBER: _____
POLICY PERIOD: From _____ To _____

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

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

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

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

7. **POLICY PROVISIONS:**

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

- a) THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- b) All property insurance policies must contain a provision in which the Insurer(s), upon payment of a claim will waive all rights of subrogation against the City of Vancouver, its officials, officers, employees or agents;
- c) The insurance policy (policies) listed herein shall be primary with respect to the above described project/contract. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "I" (PART C - FORM OF TENDER)

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)

Schedule I



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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

INVITATION TO TENDER NO. PS20171180 VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS

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

INSURER _____	Insured Values (Replacement Cost) -	_____
TYPE OF COVERAGE _____	Building and Tenants' Improvements	\$ _____
POLICY NUMBER _____	Contents and Equipment	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____
4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions:

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

INSURER _____	Limits of Liability -	_____
POLICY NUMBER _____	Combined Single Limit	\$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>	
6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** Limits of Liability (Bodily Injury and Property Damage Inclusive) -

INSURER _____	Per Occurrence	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention	\$ _____
7. **PROFESSIONAL LIABILITY INSURANCE** Limits of Liability

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

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____
8. **OTHER INSURANCE** Limits of Liability

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

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. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
SCHEDULE "J" (PART C - FORM OF TENDER)

SCHEDULE "J"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS

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. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
SCHEDULE "K" (PART C - FORM OF TENDER)

SCHEDULE "K"
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

- (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,

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "L" (PART C - FORM OF TENDER)

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
- (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

SCHEDULE "M"

LABOUR FORCE & WORKING HOURS

Tenderers should complete the following tables setting out the estimated labour force for manual direct man-hours and manual indirect man-hours required to complete the Work inclusive of sub-contractor employees.

TABLE 1 - ESTIMATED LABOUR FORCE FOR MANUAL DIRECT MAN-HOURS AND MANUAL INDIRECT MAN-HOURS

Classification	Contract or Sub-contract	Number of Labour Force	Period of Employment	
			From Week Number Following Award of Contract	To Week Number Following Award of Contract

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20172554, FORM OF TENDER - SCHEDULE M", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE "M" (PART C - FORM OF TENDER)

TABLE 2 - WORK HOURS

The Tenderer should complete the following table setting out the intended normal working hours, taking into account any legal noise restrictions applicable to the Work Site.

It should be noted too that regular working hours for City personnel are from 7:00 a.m. to 3:30 p.m. on Working Days and therefore that generally they will not be available outside of those hours in connection with the Work except by special arrangement with the Engineer or in the event of an emergency.

	From (AM)	To (PM)	Number of Working Hours (After deduction of breaks)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Total Number of Working Hours per Week =			

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20172554, FORM OF TENDER - SCHEDULE M", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
PART D - FORM OF AGREEMENT



INVITATION TO TENDER ("ITT") NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS

FORM OF AGREEMENT

between

and

CITY OF VANCOUVER

_____, 20____

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
PART D - FORM OF AGREEMENT

This AGREEMENT (this "Agreement") is made as of _____, 2018.

BETWEEN:

CITY OF VANCOUVER, having an office at
453 West 12th Avenue
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "Owner" or the "City")

OF THE FIRST PART

AND:

[NTD: INSERT CONTRACTOR NAME/ADDRESS]

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. The Owner has appointed AECOM Inc. (hereinafter referred to as the "Engineer" for the purposes of this Contract) to act as its sole and exclusive agent for purposes of managing and administering the performance of the Work by the Contractor in accordance with the Specifications, Drawings and other Contract Documents; and
- B. The Contractor has agreed with the Owner to perform the Work and to furnish all plant, tools, equipment, labour, Products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE 1 ROLE OF THE ENGINEER

The Owner hereby designates and appoints the Engineer as its sole and exclusive agent for the purpose of, on behalf of the Owner, managing and administering the performance of the Work, as set out in the Contract Documents. Unless otherwise notified in writing by the Owner to the Contractor, the agency of the Engineer shall continue for the entire duration of this Contract including the period of any guarantees or warranties given by or through the Contractor. In the event of the revocation in writing of the agency of the Engineer by the Owner, the Engineer shall have no further authority under this Contract, except as may be specifically designated in writing by the Owner and agreed to in writing by the Engineer, and all references to the Engineer in this Contract shall thereafter be deemed to be references to the Owner or to such other person designated in writing to the Contractor. The Engineer may from time to time delegate to a representative the performance of, or the authority to perform, the duties, responsibilities, rights and obligations of the Owner in respect of which the Engineer has been designated and appointed as its sole and exclusive agent.

ARTICLE 2 WORK

The Contractor will carry out the Work, and will furnish all materials, equipment, products, labour, services and supervision necessary to carry out the Work as specified in and in accordance with the Contract Documents.

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
PART D - FORM OF AGREEMENT

All of the Work shall be done, performed or furnished by the Contractor in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents (as hereinafter defined).

ARTICLE 3 CONTRACT DOCUMENTS

3.1 The following are the Contract Documents, whether or not attached to this Agreement:

- (a) this Agreement and the following schedules:
 - (i) Schedule 1 - General Conditions (the "General Conditions");
 - (ii) Schedule 2 - Specifications and Drawings (the Specifications and Drawings listed in Schedule 2 but not included therein in whole or in part are incorporated into the Contract by reference);
 - (iii) Schedule 3 - Schedule of Quantities and Prices;
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 - Work Schedule;
 - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
 - (vii) Schedule 7 - Insurance Certificates;
 - (viii) Schedule 8 - Force Account Labour and Equipment Rates;
 - (ix) Schedule 9 - Insurance;
 - (x) Schedule 10 - Owner's List of Known Workplace Hazards (City Pre-Contract Hazard Assessment Form);
 - (xi) Schedule 11 - Contractor Pre-Contract Hazard Assessment Form;
 - (xii) Schedule 12 - Vancouver Landfill Site Safety Orientation / Agreement;
 - (xiii) Schedule 13 - Record Drawing Standards;
 - (xiv) Schedule 14 - Submittal Form Template;
 - (xv) Schedule 15 - Material Disclosure;
 - (xvi) Schedule 16 - Contractor Safety Absolutes;
 - (xvii) Schedule 17 - Waste Management Plan;
- (b) the Tender (incorporated by reference);
- (c) the Specifications and Drawings (i.e., those not listed or included in Schedule 2 but incorporated herein by reference);
- (d) the Traffic Management Plan (incorporated by reference); and

(e) the Site-specific Health and Safety Plan (incorporated by reference).

3.2 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent and spirit of the Contract Documents is that the Contractor is required to complete the Work in every detail within the times and for the purposes designated, and that the Contractor shall furnish and do any and everything necessary for such purposes notwithstanding any omission from the Contract Documents.

ARTICLE 4 SCHEDULE OF WORK

4.1 The Contractor will commence the Work as directed in writing by the Owner.

4.2 The Contractor will perform the Work diligently and in accordance with the Work Schedule and, subject any changes pursuant to the Contract, will achieve:

- (a) Substantial Performance on or before June 12, 2019; and
- (b) Total Performance on or before July 10, 2019.

4.3 Time shall be of the essence in this Contract.

ARTICLE 5 PAYMENT

5.1 Contract Price

- (a) The Contract Price (inclusive of all PST, GST and other taxes, duties assessments, charges and fees, all permit and inspection costs, and all WorkSafeBC assessments relating to the Work) to do, perform and supply all the Work in accordance with, and perform all the obligations specified by, the Contract Documents is **[To Be Determined]**
- (b) The GST payable by the Owner to the Contractor is **[To Be Determined]**. This amount is included in the Contract Price.
- (c) The (i) aforesaid GST and (ii) the PST and all 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 Owner pays the Contract Price to the Contractor or as earlier required by applicable law.
- (d) All amounts are in Canadian dollars.
- (e) The Contract Price may be adjusted only as provided for in the Contract Documents.

5.2 Application for Payment

- (a) The Contractor, on or before the last day of each month while the Work is in progress, may apply to the Engineer in writing, in such form as the Engineer may require or approve, for payment of any part of the Contract Price relating to Work already carried out, provided that such application for payment includes with it any documentation required under GC.66 and a detailed description of that part of the Work for which payment is sought.

- (b) On Substantial Performance being certified in accordance with the procedures set out in Section 2 of GC.66 and the value of the deficiencies in the Work being agreed upon, the Contractor, by submitting such documentation as is required under the preceding subparagraph, may apply to the Engineer for payment of the balance of the Contract Price payable for Work performed.
- (c) On correction and completion of all deficiencies in the Work as described on the Certificate of Substantial Performance, the Contractor shall submit its application to the Engineer for final payment, accompanied by the documentation required by GC.66.

5.3 Payment

- (a) The payment for any Work under this Contract which shall be made to the Contractor by the Owner shall not be construed as an acceptance of any Work as being in accordance with the Contract Documents. The issuance of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims except those previously made in writing and still unsettled, if any, and specified by the Contractor in its application for final payment pursuant to Section 5.2(c) above.
- (b) Payments to the Contractor will be made by the Owner as follows:
 - (i) On or before the fifth Working Day after the beginning of any month following a Contractor application for payment under paragraph 5.2(a), the Engineer will adjust the payment amount if necessary and, once satisfied with the payment amount, certify the Contractor's application for payment. Where the Engineer makes any changes to the amount submitted by the Contractor for payment, the Contractor shall be notified in writing within five Working Days and shall be given the opportunity to defend the Contractor's application without delay.
 - (ii) Within thirty calendar days of the date on which the Owner receives an Engineer-certified application for payment pursuant to the preceding provisions, along with a proper invoice therefor, the Owner will pay the Contractor up to the value of the completed Work as certified by the Engineer less any holdback required by the *Builders Lien Act* and less the aggregate of any previous payments, all in accordance with the Contract and with the *Builders Lien Act* (if and to the extent applicable).
 - (iii) The Owner will, in addition to other holdbacks as provided by the Contract Documents, be entitled to deduct and retain from payments otherwise due to the Contractor, a maintenance security holdback in the amount of five percent of the Contract Price (the "Maintenance Security Holdback") to cover the cost of corrections to the work that may be required under GC.57. The balance of the Maintenance Security Holdback not required under GC.57, and remaining at the end of the warranty period, shall be paid without interest to the Contractor.

The Contractor may substitute a letter of credit, in the amount of the Maintenance Security Holdback, in a form and from a financial institution acceptable to the Owner, for the Maintenance Security Holdback.
 - (iv) Where the Engineer has issued a certificate of completion in respect of a subcontract to which the Contractor was a party, and where 55 calendar days have elapsed since the issuance of the certificate without any claims of builders

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
PART D - FORM OF AGREEMENT

lien being filed which arose under the subcontract, the Owner will release to the Contractor any holdback amount retained pursuant to the *Builders Lien Act* for such subcontract work.

- (v) After 55 calendar days have elapsed from the date of the Certificate of Substantial Performance issued in accordance with GC.66 and upon the Engineer's satisfaction that no encumbrance, lawful claim or lien exists, the Owner will, within a further ten calendar days, make payment to the Contractor of all monies due under this Contract at the date of Substantial Performance, including the release of all remaining *Builders Lien Act* holdback amounts, if any, but retaining at least twice the estimated value of the certified deficiencies, and retaining the Maintenance Security Holdback.
- (vi) Upon the issuance of the Certificate of Total Performance, the Owner will make a final payment of all monies owing to the Contractor under the Contract, except for the Maintenance Security Holdback, which shall be released as specified in Section 5.3(b)(iii).

5.4 Interest on Overdue Payments

Where payment is not made in accordance with the payment provisions contained in Section 5.3 above, the overdue amount shall bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest shall be calculated from and after the date upon which such payment was due and shall accrue until the date that payment of the overdue amount together with interest is made. This interest obligation on the Owner shall constitute the sole remedy of the Contractor for late payment.

ARTICLE 6 NOTICES

- 6.1 Unless otherwise specifically provided in the Contract Documents, all notices, instructions, orders or other communications in writing shall be conclusively deemed to have been given to the Contractor if delivered to the Contractor personally (or in the case of a company, to any of its officers or directors personally), or to the Contractor's superintendent or foreman, or delivered by mail to the Contractor at the business address of the Contractor set forth below:

Contractor:

[NTD: Insert Contractor information]

- 6.2 Unless otherwise specifically provided in the Contract Documents all notices, requests, claims or other communications by the Contractor shall be in writing and shall be given by personal delivery or by registered mail addressed to the Owner at the following addresses:

Owner:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: **[insert],**

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
PART D - FORM OF AGREEMENT

Engineer:

AECOM Inc.
Fourth Floor
3292 Production Way
Burnaby, BC,
V5A 4R4

provided that, each notice, request, claim or other communication that this Agreement requires to be directed to the Engineer shall be in writing and shall be given by the Contractor by personal delivery or by registered mail, addressed to the Engineer at the address set forth below, with a copy to the Owner at the address set forth above.

- 6.3 Any of the said addresses may be changed from time to time by written notice to the other party.
- 6.4 Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second Working Day following the mailing thereof.

ARTICLE 7 GENERAL

- 7.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- 7.2 Except as expressly set forth in the foregoing Section 7.1 or in Schedule 1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and the Contractor.
- 7.3 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.
- 7.4 No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.
- 7.5 This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- 7.6 This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except to the extent necessary to enforce, in another jurisdiction, any judgment of any court in the Province of British Columbia.
- 7.7 The Contractor agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

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PART D - FORM OF AGREEMENT

- 7.8 If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.
- 7.9 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart.
- 7.10 Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.
- 7.11 IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written.

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VANCOUVER LANDFILL ENTRANCE UPGRADES, MAIN WORKS
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[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: Category Manager, Construction, Building, and Civic Infrastructure

Signature: _____

Name: _____

Title: Chief Purchasing Official

Signature: _____

Name: _____

Title: General Manager, Engineering Services Department

Signature: _____

Name: _____

Title: Director, Legal Services Department

GC.1 DEFINITIONS

Where used in this Agreement, unless otherwise defined:

"Agreement" and **"Contract"** each means the agreement or contract between the City and the Contractor regarding the Work and the Contractor's performance thereof as set out in the Contract Documents;

"Applicable Laws" means all laws, statues, bylaws, regulations, ordinances, standards, codes, orders, decrees, restrictions, and rules (including all occupational health and safety requirements) whether federal, provincial, or municipal in origin, having the force of law, existing at common law or enacted by any public authority having jurisdiction in relation to any aspect of the Project in force from time to time during the term of the Agreement;

"Certificate of Insurance" means, subject always to GC.59, a certificate of insurance duly completed by the Contractor's insurers or insurance brokers, in a form acceptable to the Owner;

"Certificate of Substantial Performance" means, subject always to Section 5.3 of the Agreement and to the warranty under GC.57, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved. Under no circumstances will issuance of the Certificate of Substantial Performance be deemed to mean that the Owner has accepted the Work as being in compliance with the Contract Documents;

"Certificate of Total Performance" means, subject always to Section 5.3 of the Agreement and to the warranty under GC.57, a certificate issued by the Engineer accepting the Contractor's certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents;

"City" or **"Owner"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of the streets and other infrastructure forming the Site, but expressly excludes the City of Vancouver, acting in its regulatory capacity;

"Contract Documents" means the documents set out in Article 3;

"Contract Price" means the monetary amount that, pursuant to the Agreement, the City is to pay the Contractor for performance of the Work;

"Contract Time" means the time or times during which the Work is to be performed pursuant to the contract;

"Drawings" means all plans, profiles, drawings, sketches within, and all other graphic and pictorial portions of, the documents prepared for or in connection with the Work embraced under this Contract, which have been approved for use by the Owner or the Engineer, including those listed in Schedule 2 and those contained within the Master Municipal Specifications and Standard Detail Drawings, which are in turn contained within Volume II of the Master Municipal Construction Document, as further described in GC.4;

"Engineer" means the person the City appoints and names in the Agreement to act as the Engineer for the City for purposes of the Agreement and the Work and any persons to whom

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the Engineer may delegate, in accordance with the authority given to him, any of the Engineer's authority hereunder;

"**Environmental Legislation**" means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection;

"**GC**", followed by a number, refers to a General Condition set out in this Schedule;

"**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;

"**Invitation to Tender**" or "**ITT**" means the City's Invitation to Tender No. PS20171180; Vancouver Landfill Entrance Upgrades, Main Works;

"**Landfill**" means the City's landfill located at 5400 72nd Street in Delta, British Columbia;

"**Materials**" means, depending on the context, materials, supplies and other things incorporated or to be incorporated into or used in the performance of the Work as required by the Contract Documents or as otherwise required or used in connection with the Work;

"**Notice of Award**" has the meaning set out in the ITT;

"**Notice to Proceed**" has the meaning set out in the ITT;

"**Other Contractors**" means any person, firm or corporation employed by or having a contract with the Owner and/or associated parties other than through the Contractor in connection with the Work;

"**Plant**" means every temporary or accessory means necessary or required to carry on or complete the Work and extra work, in the time and manner herein provided including, without limiting the generality of the foregoing, all tools, fixed and moveable machinery, engines, motor vehicles, trucks, compressors, all temporary structures such as workshops, sheds, storehouses, shoring forms, trestles and hoardings and all other appliances, apparatus or equipment of every sort, kind and description whatsoever;

"**Products**" means all equipment, supplies, materials and other things incorporated or to be incorporated into or used in carrying out the Work as required by the Contract Documents;

"**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;

"**Site**" or "**Work Site**" means the place(s) where the Work is to be carried out;

"**Site-specific Health and Safety Plan**" means the Contractor's written Site-specific Health and Safety Plan for the Work as prepared and provided to the City in accordance with the ITT and GC.43;

"**Specifications**" mean the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work, including those listed in Schedule 2 and those contained within the Master Municipal Specifications and

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Standard Detail Drawings, which are in turn contained within Volume II of the Master Municipal Construction Document, as further described in GC.4;

“**Subcontractor**” means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply Products therefor;

“**Substantial Performance**” means substantial completion of the Work such that, though not necessarily totally complete, it has been completed to the extent that it is ready for use as intended and/or is fully functional as intended as a completed project and the Engineer in writing in accordance with the Contract has certified it as having been substantially performed;

“**Tender**” means the Contractor’s _____, 2018 tender submitted to the Owner in response to the ITT;

“**Total Performance**” means the full completion of all the Work as required under the Contract, including correction of all deficiencies, as certified as such in writing by the Engineer in accordance with the Contract, but excluding any warranty work required during warranty periods provided for under the Contract;

“**Traffic Management Plan**” means the Contractor’s written Work Site related Traffic Management Plan as prepared and provided to the City in accordance with the ITT and GC.39;

“**Work**” means (unless the context requires a different meaning) the total construction and related services required by the Contract Documents, including, without limitation, the supply of all Products required therefor, and all work(s) mentioned or referred to in the Contract Documents, including all extra or additional work or materials, matters or things which may be ordered by the Owner or the Engineer as herein provided;

“**WorkSafeBC**” means the workers compensation board established and functioning pursuant to the *Workers Compensation Act* (British Columbia) (the “**WCA**”), as amended, and/or related or successor legislation, and any successors in function thereto;

“**WorkSafeBC Regulations**” means the WCA, and all regulations thereunder, as amended or re-enacted from time to time;

“**Work Schedule**” means the Contractor’s written schedule for performance of the Work as provided to the Owner pursuant to the ITT and GC.10, as set out in Schedule 5;

“**Working Day**” means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia).

GC.2 INTERPRETATION

In this Contract, the masculine includes the feminine and bodies corporate, and each includes the others. Also, any reference to the singular includes the plural where appropriate.

Drawings and Specifications are intended to be complementary. Should any difference exist between the Drawings and Specifications, or should any errors or inconsistency occur in any or between any of the Drawings and Specifications, the Contractor, before proceeding, shall bring them to the attention of the Engineer. The Engineer shall resolve the error or inconsistency and the Contractor shall proceed with the Work in the manner directed by the Engineer.

The Engineer will furnish from time to time such detail drawings and specifications as the Engineer may consider necessary for the Contractor's guidance. These detail drawings and specification shall be considered Drawings and Specification, respectively, and shall take precedence over Drawings or Specifications, and shall be considered as explanatory of them and not as indicating changes in the Work or as giving rise to any entitlement to a change in the Contract Price.

On all Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk. Despite the above, in the event of any inconsistency between the Drawings and Specifications or between any other Contract Documents or within any Contract Documents which could be construed as creating an ambiguity regarding the amount of Work involved, the cost or amount of Product to be supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (a) the portion of the Contract Documents most favourable to the Owner will be deemed to be correct;
- (b) the more stringent will take precedence over the less stringent;
- (c) the more expensive item will take precedence over the less expensive; and
- (d) if none of the foregoing rules (a), (b) and (c) can be applied by the Engineer, the more specific provision will take precedence over the less specific.

GC.3 PERSONAL EXAMINATION

The Contractor has carefully and thoroughly examined the Site prior to entering into this Contract and the Contractor is familiar with conditions at the Site. Notwithstanding any other provision hereof, no adjustment to the Contract Price shall be made in relation to conditions at the Site that should reasonably have been noted by the Contractor as a result of its examination of the Site. The Contractor has examined carefully the Drawings, Specifications and other Contract Documents. The Contractor has satisfied itself as to the character, quality and quantity of work to be performed, as to the materials to be furnished, and as to the requirements of the Drawings, Specifications and other Contract Documents. The Drawings show or describe conditions as they are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon are actually existent, nor shall the Owner or any of its officials, employees or agents be liable for any loss sustained by the Contractor as a result of any variance between the conditions as stated in the Drawings or other Contract Documents and the actual conditions revealed during the progress of the Work, or otherwise.

The Contractor agrees that the Contractor has satisfied itself by the Contractor's own investigation and research regarding all conditions, that the Contractor's conclusion to enter into the Contract is based upon such investigation and that the Contractor will make no claim against the Owner or the Engineer because any estimates, tests or representations of any kind affecting the Work made by any officer, employee or agent of the Owner or the Engineer that may prove to be in any respect erroneous. The Contractor assumes the risk of unforeseen conditions and agrees to complete the Work under whatever circumstances may develop. Any information shown or described in the Drawings, Specifications or any other Contract Documents as to the soil or material borings or tests of existing material is not guaranteed, and no claim for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

GC.4 MASTER MUNICIPAL SPECIFICATIONS AND STANDARD DETAIL DRAWINGS

The "Master Municipal Specifications and Standard Detail Drawings" contained within Volume II of the Master Municipal Construction Documents (Platinum Book), 2009 ("MMCD") are hereby incorporated by reference into the Contract, but, for certainty, all of Volume I and the following parts of Volume II of the MMCD are hereby expressly excluded from the Contract: Instructions to Tenderers - Part II. General Conditions (including Schedule 17.5.3 Letter Agreement with Referee, Changes and Extra Work flow chart, and Dispute Resolution Process flow chart).

GC.5 PERFORMANCE BOND

The Contractor shall, if it has not yet done so, immediately upon execution of this Agreement, deliver to the Owner a performance bond in the amount of 50% of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the Province of British Columbia, and in a form acceptable to the Owner for the due and proper performance of the Contract, including the warranty obligations hereunder as required in the Notice of Award. The expense of the bond shall be borne by the Contractor.

GC.6 LABOUR AND MATERIALS PAYMENT BOND

The Contractor, if it has not yet done so, immediately upon execution of this Agreement, shall deliver to the Owner a labour and materials bond in the amount of 50% of the Contract Price, issued by a surety licensed to carry on the business of suretyship in the Province of British Columbia, and in a form acceptable to the Owner for the due and proper payment of the labour and materials used under the Contract as required in the Notice of Award. The expense of the bond shall be borne by the Contractor.

GC.7 WORKSAFE BC COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR

1. **Payment of WorkSafeBC Assessments** - 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. The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.
2. **Prime Contractor** - If and to the extent that the Work Site or any part thereof is a "multiple employer workplace" within the meaning of Part 3 of the *Workers Compensation Act* (British Columbia) ("WCA"), and unless otherwise specified in the Contract Documents or notified to the contrary by the Engineer, the Contractor shall be the "Prime Contractor" under that part of the WCA notwithstanding that the Owner, the Engineer or an Other Contractor may provide from time to time some of the services normally provided by such "Prime Contractor".

If the Contractor is the "Prime Contractor", the Contractor shall:

- a. **Compliance with Law:** as such comply with all Applicable Laws regarding occupational health and safety at the Work Site and all reasonable rules relating thereto as established by the Owner and of which the Contractor is given timely notice through the Engineer;

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- b. *Safety Programs*: initiate, maintain and supervise all safety programs and measures in connection with the performance of the Work, which programs and measures shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the Engineer;
- c. *Site Meetings*: conduct regular safety meetings at the Site, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Engineer on a weekly basis;
- d. *Safety Equipment*: supply and maintain at the Site all safety equipment necessary to protect workers and others from accident or injury; and
- e. *First Aid*: supply and maintain at the Site all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Site, and establish an emergency procedure for prompt removal of any such person from the Site to a hospital, clinic or medical office for further treatment.
- f. *Notice to Project*: prior to commencement of construction, the Contractor will:
 - (1) complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules, and
 - (2) post the Notice of Project at the Site, and
 - (3) provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Site.

If, or for so long as the Contractor is not the "Prime Contractor", the Contractor shall:

- a. *Compliance with Law*: comply with all Applicable Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the Engineer, relative to occupational health and safety;
- b. *Compliance with Directions*: comply with all reasonable directions issued by the "Prime Contractor" regarding compliance with Applicable Laws, and rules established by the Owner, relative to occupational health and safety; and
- c. *Site Safety Meetings*: attend all Site safety meetings convened by the "Prime Contractor".

Whether or not the Contractor is the "Prime Contractor", it shall:

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

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

3. **Initial Proof of WorkSafeBC Registration/Good Standing** - Upon request of the Engineer or the Owner, the Contractor will provide the Owner and the Engineer with the Contractor's or any Subcontractors' WorkSafeBC registration number.
4. **Subsequent Proof of WorkSafeBC Registration/Good Standing** - Concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid.
5. **Pre-Contract Hazard Assessment** - The Contractor now acknowledges and agrees that in connection with the Work it may not and has not relied on the Owner's "Pre-Contract Hazard Assessment" as shown in Schedule 11 to this Agreement and that it assumes full responsibility for carrying out the Owner's obligations under Section 119 of the WCA, including without limitation, and by way of example only, conducting all due diligence inquiries of all applicable Owner staff and departments in order to ascertain what, if any, information is known or has been recorded by Owner staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner staff and Owner records for this purpose. The Contractor will immediately start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Engineer prior to the Owner being obligated to issue the Notice to Proceed.
6. **Special Indemnity Against WorkSafeBC Non-Compliance** - The Contractor will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
 - (b) 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/H&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or
 - (c) any breach of the Contractor's obligations under this GC.7.

GC.8 LABOUR

The Contractor agrees to employ appropriate tradesmen for the Work. Where the tradesmen are covered by collective agreements, the Contractor shall abide by the conditions of the collective agreements covering such tradesmen. Notwithstanding the foregoing, 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 the time.

The Contractor shall endeavour to avoid labour problems and minimize work stoppages, jurisdictional or other labour disputes on the Site.

GC.9 COMMENCEMENT AND COMPLETION OF THE WORK

The Contractor shall not commence the Work or procure any materials or Products therefor until it has received the Notice to Proceed from the Owner. The Contractor shall begin the Work forthwith after the receipt of the Notice to Proceed and shall thereafter continuously carry out the Work to completion (subject as herein provided) and shall complete it and give full possession thereof to the Owner before the date for Total Performance specified herein, unless a longer period shall be allowed in writing by the Engineer, in which case it shall be carried on to completion and possession given to the Owner within the additional time so allowed. No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any Work or material, or as a waiver of any condition herein. The whole Work and every portion and detail thereof shall, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular aspect; and all surplus and refuse material and rubbish must be removed by the Contractor from the vicinity of the Work; the Site must be left by the Contractor in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sod, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to its work, must be made good by the Contractor; all wages must be paid, and every other requirement of the Contract must be complied with by the Contractor. The Contractor shall complete all of the Work in full compliance with all Environmental Legislation. In case of the Contractor's failure to finish the Work properly and fully, and as required, or in case of the Work or any part thereof being assumed by the Owner, as provided in these General Conditions, the Owner may proceed to finish the Work for the Contractor as its agent in this respect and at the Contractor's expense or proceed as provided in GC.688.

GC.10 WORK SCHEDULE

Prior to commencement of the Work, the Contractor shall provide to the Owner, to its satisfaction and as approved by it, a detailed written schedule for commencing, carrying out and completing the Work (the "Work Schedule"), broken down logically into its component parts, specifying the dates projected for commencement and completion of each such component of the Work, and shall ensure that generally the Work Schedule is consistent with the Substantial Performance and Total Performance dates proposed in the Tender. The Work Schedule shall be completed using Microsoft Project or other scheduling software as approved by the Engineer.

On the last day of each calendar month while the Work is in progress, the Contractor shall submit to the Engineer an updated version of the Work Schedule with particulars indicating the percentage completed for each component of the Work to that date.

The Contractor shall immediately advise the Engineer of any deviations from, or proposed changes to, the Work Schedule. If, in the opinion of the Engineer, the Work Schedule as submitted is inadequate to ensure the completion of the Work within the time limited therefor, or is otherwise not in accordance with the Tender, or if the Work is not being adequately or properly prosecuted in any respect, the Engineer, without derogating from the Owner's rights under the Contract, shall have the right to require the Contractor to submit a

new Work Schedule providing for proper and timely completion of the Work, and the Contractor shall be entitled to no claim for extension of time on account of such requirement, and such new Work Schedule, when accepted by the Engineer, shall be a Contract Document.

GC.11 MAINTENANCE OF WORK SCHEDULE

1. Work Delayed by the Contractor

- (a) The Contractor shall at all times provide a sufficient number of skilled personnel to maintain the progress of the Work and compliance with the Work Schedule, and, if in the opinion of the Engineer, the Contractor impedes the work of Other Contractors, then the Contractor shall be responsible for all loss and damage, including, without limitation, that of Other Contractors for stand-by time and/or delay occasioned thereby.
- (b) If, in the opinion of the Engineer, the Contractor delays or is about to delay the Work or the progress of any portion of the Work as shown by the Work Schedule, then upon written notification by the Engineer, the Contractor shall use such additional overtime work or shifts as may be necessary to catch up and/or maintain the progress of the Work and the cost and expenses incurred by use of said overtime work or shifts shall be borne entirely by the Contractor.

2. Work Accelerated by the Engineer

If for any reason the City wishes to modify the Work Schedule so as to provide for earlier dates for Substantial Performance and/or Total Performance, the Engineer, by written notice to the Contractor, may require the Contractor modify the Work Schedule in accordance therewith and to work additional shifts to comply with the Work Schedule as modified, in which case, provided the Contractor is not in default of any of the provisions of the Contract affecting the Work Schedule, the Contract Price will be adjusted in accordance with this Agreement to cover additional costs to the Contractor for such additional shifts, provided that the Contractor creates and keeps detailed daily records for all such additional shifts and on a daily basis presents such records to the Engineer for his or its review and signature for approval thereof.

Notwithstanding anything else in the Contract or any adjustment to the Contract Price made in accordance with the contract, the City shall not under any circumstances be in any way obligated or liable to pay the Contractor for overtime rates it has paid or will pay paid to Contractor or Subcontractor workers for Work related overtime in excess of 10 hours per day or 6 days per week.

3. Work Out-of-Sequence

If and as the Engineer may in writing require, the Contractor, at no additional charge to the City, shall perform the Work out-of-sequence in relation to the sequencing provided therefor in the Work Schedule.

4. Other Users & Workers

- (a) The Contractor shall afford all facilities for the execution of any other works which may be undertaken by the Owner or by such parties as may be employed by them, so that such works may be properly and conveniently completed, and the Engineer shall have full authority to make and enforce such regulations as the Engineer may deem

necessary for the conduct of the works; and the Contractor shall proceed in such manner and complete in such order such portions of the Work as the Engineer may require, and the Engineer shall be the sole judge as to what facilities are due and proper, and can be afforded without any undue interference with the execution of the Contract.

- (b) The Contractor shall ensure that the Work is carried out with minimal interference with or disruption to others using and/or working at the Landfill, with such accommodation and access for others being regulated and directed by the Engineer, and no inconvenience or alleged inconvenience to the Contractor arising therefrom shall form any ground for any claims, losses or damages, compensation or otherwise, by the Contractor against the Owner.

GC.12 HOURS OF WORK

Without limitation to any other provision in the Agreement, the Contractor, in all its Work operations, must comply at all times with all Applicable Laws which affect hours during which performance of the Work is permitted, including, without limitation any applicable municipal noise control by-laws.

The Work will be carried out only during regular Landfill hours of operation, which are 7:00 A.M. and 3:30 P.M., Monday to Friday, excluding "holidays" as defined in the *Interpretation Act* (BC), except as may otherwise be permitted under the Contract or as may be reasonably necessary in the event of a reasonably apprehended emergency or as may be permitted by special arrangement made with the Engineer.

The Contractor shall keep the Engineer fully informed at all times on an on-going basis regarding the daily hours planned for performance of the Work.

GC.13 DELAY IN PROGRESS OF THE WORK

1. Delays

- (a) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the Owner, or the Engineer, or anyone employed or engaged by them, contrary to the provisions of the Contract Documents, then the time fixed herein for completion shall be extended for such reasonable time as the Engineer may decide.
- (b) If the Contractor is delayed in the performance of the Work by an order issued by a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide.
- (c) If the Contractor is delayed in the performance of the Work by labour strikes, fire, or by unforeseeable causes beyond the Contractor's control, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay.

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- (d) The Engineer may, from time to time and for such period as the Engineer may deem expedient, suspend in whole or in part, the performance of the Work under the Contract, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- (e) No extension of time for completion of the Work shall be made for any delay unless written notice of claim is given to the Engineer not later than seven calendar days after the commencement of delay, provided however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- (f) In the event that the Work is delayed or suspended in accordance with:
 - (i) Sections 1(a) or (d) of this GC.13, the Contractor shall not be entitled to make any claim by reason of such delay or suspension for any losses, costs of damages except and unless, within seven calendar days of the occurrence of such delay or suspension the Contractor shall give notice in writing to the Engineer of the basis of its claim. Such claim shall be limited to such unavoidable direct costs (excluding all charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the Engineer. In the case of a delay as described in Section 1(a) or a suspension pursuant to Section 1(d), a sum equal to five percent of such approved, unavoidable direct costs (in lieu of all profit) shall also be allowed. Despite any other term of this Contract, in no event will the Owner's liability for any delay claim (whether under this GC.13 or otherwise, at law or in equity, in contract or in tort) exceed the lesser of \$500 for each Working Day of delay or two percent of the Contract Price. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the Engineer for verification on a weekly basis as incurred, failing which, they shall not be considered nor payable by the Owner. Authorization for any payment of the claim shall only be given in a writing duly signed and issued by the Engineer; and
 - (ii) Sections 1(b) or 1(c), the Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay and despite any other term of this Contract, the Owner will incur no liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.

2. Weather Delays

The Contractor shall not be entitled to any extension of time for completion of the Work or compensation of any kind for any delays in the performance of the Work caused by adverse weather conditions, unless any such delays are caused by adverse weather conditions which are of extraordinary severity and/or duration such that they could not have been reasonably anticipated and as a result have had a reasonably unanticipated materially adverse impact on the Contractor's progress with the Work, in which case, the time for completion of the Work shall be extended for such reasonable time as the Engineer in his discretion may decide, but any such extension of time so granted shall be the Contractor's sole remedy for such delay.

3. Mitigation of Delays

Notwithstanding anything else in this Agreement, the Contractor shall take all reasonable measures necessary to mitigate and minimize the effects of any and all delays occurring in the performance of the Work, however caused, and any failure to do so on its part will be taken into account in any determinations hereunder regarding possible extensions of time for completion of the Work and Contractor claims for compensation in relation to such delays.

4. Non-Avoidance

No delay or suspension described in this GC.13 shall vitiate or avoid the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the Owner elects to the contrary.

5. Resumption of Work

At the end of such delay or suspension, or upon the removal of the cause thereof, or upon the Contractor receiving notice from the Engineer requiring the resumption of work, the Contractor shall at once resume the performance of the Work and diligently carry on the same under the direction of the Engineer.

6. Continuance of Work After Time Fixed for Completion

The Contractor shall not construe any direct or inferred permission to continue work after expiry of the time for completion of the Work, as stipulated in the Contract or as amended by the order of the Engineer, as a waiver of damages for non-compliance with the requirement for the completion of the Work by or within such time. The Engineer may provide for the withholding of such amounts from amounts otherwise due to the Contractor as the Engineer deems necessary to satisfy claims by the Engineer, the Owner or Other Contractors caused by such non-compliance with the requirement for the completion of the Work by or within such time.

GC.14 EMERGENCIES

The Engineer has the authority in an emergency to stop the progress of the Work whenever in the Engineer's opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of work extra to the Agreement or otherwise, as may in the Engineer's opinion be necessary. The Engineer shall within two Working Days confirm in writing any such instructions.

GC.15 CONTRACTOR'S METHODOLOGY

Intentionally deleted.

GC.16 SPECIFICATIONS AND DRAWINGS

The Contractor shall keep in its field office and available to the Engineer a complete set of the Specifications and Drawings, and of any further drawings which may from time to time be supplied or approved by the Engineer. The Contractor shall be supplied with three (3) sets of Specifications.

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Wherever standard Specifications are referred to, they shall be the latest edition of those Specifications and they shall be considered to be a part of the Contract.

The Contractor will be supplied with three (3) prints of each of the Drawings and the Contractor must satisfy itself as to the accuracy of the said copies in every detail. Any additional copies desired will be furnished by the Engineer at cost to the Contractor.

The Drawings forming part of the Contract are intended to show the position and extent of the works, the general features of the design and construction, and the dimensions and proportions of all principal parts, but neither they nor the Specifications are guaranteed to show or describe every part or detail of the Work; anything omitted from the Drawings and Specifications, which may fairly be considered to be necessary for the proper execution and completion of the Work, shall be deemed to be required of the Contractor under the Contract.

Anything whatever which may be imperfectly specified or imperfectly shown on the Drawings, must be taken, considered and done as if it were perfectly shown and perfectly specified.

All dimensions on the Drawings, except as noted thereon, are shown in metric units.

The Engineer may from time to time issue further drawings or revised drawings as the Engineer deems necessary and such drawings shall be deemed to form part of the Contract. All sets of Drawings and Specifications shall be kept up to date at all times utilizing the Engineer's revised drawings and other documents issued to the Contractor.

All Drawings, Specifications, model and copies thereof furnished by the Engineer are and shall remain the Engineer's property. Such documents and models are to be used only with respect to the Work, are not to be copied or revised in any manner without the written authorization of the Engineer and are to be returned to the Engineer on request at the completion of the Work.

GC.17 SHOP DRAWINGS

The Contractor shall submit, with such promptness so as to cause no delay in its work, or that of any Other Contractor, one (1) electronic pdf file and one (1) copy of all shop or setting drawings and schedules required for the Work of the Contractor, and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, and file with the Engineer one (1) copy.

The Engineer's review of shop drawings or schedules shall not relieve the Contractor from responsibility for any deviation from Drawings and Specifications unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve the Contractor from the responsibility for errors of any sort in shop drawings or schedules.

GC.18 RECORD PLANS

On or before the date the Contractor makes application to the Engineer for a Certificate of Substantial Performance, the Contractor shall deliver to the Engineer, to his or her satisfaction, three (3) copies of a complete set of plans prepared by a duly qualified professional engineer, in accordance with the Record Drawings Standards outlined in Schedule 14, showing the Work as constructed.

GC.19 ENGINEER SOLE JUDGE

Should any discrepancies appear in, or any difference of opinion or misunderstanding arise as to the meaning of, the Contract Documents, or should any difference of opinion or misunderstanding arise as to any omissions therefrom, or misstatements therein, in any respect, or as to quality or dimensions or sufficiency of materials, Products, Plant or Work, or any part thereof, or as to the due and proper execution of the Work, or as to the measurement of quantity or valuation of any Work executed or to be executed under the Contract or as to any additional work required thereupon, or deductions therefrom, or as to any other questions or matters arising out of the Contract, the same shall be determined by the Engineer and the Engineer's decisions shall be final and binding upon all parties concerned, and from such decisions there shall be no appeal; and the Contractor shall immediately, when ordered by the Engineer, proceed with and execute the Work, or any part thereof, forthwith, according to such decisions, and with such additions to or deductions from the Contract Price as are provided for under the terms of the Contract, without making any claim for any extension of time in completing the Contract or the Work, unless otherwise provided for in a writing signed by the Engineer in compliance herewith.

In all cases of misunderstanding and disputes, oral arrangements will not be considered, and the Contractor must produce written authority in support of its contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any person whomsoever against the Engineer or the Owner or in prosecuting any claim against any of them.

GC.20 ENGINEER'S ABSENCE

In the absence of the Engineer, any of the Engineer's assistants, whom the Engineer may designate to supervise the Work, shall have (subject to the instructions of the Engineer) full power to decide as to the manner of conducting and executing the Work in every particular aspect, and the Contractor shall follow the instructions or orders of the person so designated.

GC.21 ACCESS AND ASSISTANCE

The Contractor shall furnish the Engineer and any of the Engineer's assistants at all times with convenient means of access to all parts of the Work, and also with all required assistance, to facilitate thorough examination of the same, and inspection, culling or removal of doubtful or defective material or Products and for any other purpose required in connection with the Work, or in the discharge of their respective duties, for which service no additional allowance will be made.

GC.22 COMMUNICATIONS WITH CONTRACTOR

At all times during the performance of the Work, the Contractor will maintain within the Greater Vancouver area an office equipped with a telephone and staffed at all times on all Working Days between 8:30 a.m. and 4:30 p.m. with a representative of the Contractor authorized to act on its behalf in connection with the Work and the Contract.

Before commencement of construction, the Contractor will provide the Engineer with a list of at least three persons with authority to act on the Contractor's behalf in times of emergency in connection with the Work, at least one of whom will be available at all times 24 hours per day after commencement of the Work until completion thereof.

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Any notice or communication to the Contractor pursuant to the Contract will be deemed to be well and sufficiently given, delivered and received by the Contractor if delivered in person to any of its apparent representatives, or if mailed or sent to the Contractor at the address set out in the Agreement, or to its place of business, if that is different from the address given there, or left for the Contractor at any Work site or by fax or e-mail to the Contractor's fax number or email address as set out in the Agreement or in the Contractor's Tender.

In any written or printed notice the Owner and/or Engineer gives to the Contractor regarding requirements for the Work or otherwise in connection with the Work or the Contract, the Owner and/or Engineer will not be obligated to specify minutely or in detail everything required, or to specify by measurement the exact extent thereof, or the precise place or places where any part of the Work, material or Products may be defective, or where any of the Specifications have not been observed, but a reference in such notice to the clause or clauses bearing upon the matter, or a description of the locality in general terms that is sufficiently clear, in the Engineer's opinion, to indicate where the defects or trouble exists, will be deemed to be ample notice.

GC.23 CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

The Contractor shall keep on the Site, during the progress of the Work, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The superintendent shall represent the Contractor in the Contractor's absence and directions given to the superintendent shall be held to be given to the Contractor. The Contractor shall give efficient supervision to the Work, using its best skill and attention.

Should any person employed on the Site, or in connection therewith, give any just cause for complaint, the Engineer may require that such person be replaced forthwith, and such person shall not be again employed by the Contractor on the Site without the consent, in writing, of the Engineer.

GC.24 CONTRACTOR'S SUPERINTENDENT AND SUPERVISION (NON-WORKING)

The Contractor's Superintendent and/or Supervisors, while performing their duties as such, shall not perform or, other than in their superintendent and/or supervisory capacities, participate in the performance of any other Work related activities.

GC.25 REMOVAL OF PERSONS

The Engineer, by written notice to the Contractor, may object to any person engaged by the Contractor or any Subcontractor for the performance of the Work who, as determined by the Engineer in its sole discretion, has engaged in misconduct, is incompetent or does not have adequate working knowledge of the safety rules and procedures applicable to the Site. Upon receipt of any such notice, the Contractor will immediately cause such person to be removed from the Site and promptly replaced by a person with suitable qualifications and experience, at no extra cost or expense to the Owner. Notwithstanding any other provision in this GC.255, in all other respects, the Contractor and the Subcontractors will retain all authority and control over their respective employees, agents and Subcontractors.

GC.26 INSPECTION OF WORK

The Engineer may appoint inspectors or surveyors to inspect all materials used, Products made and all Work done. Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of the Products to be used whether on Site or elsewhere. Inspectors and surveyors are not authorized to revoke, alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.

GC.27 CONSTRUCTION PROGRESS REPORT

The Engineer will create on a weekly basis, or such other period of time as the Engineer may decide, and will keep a written report recording details of the progress of the Work as performed by the Contractor, any deficiencies therein, any discussions between the Contractor and the Owner and/or Engineer regarding the Work, any instructions from the Owner and/or Engineer to the Contractor regarding the Work, the number of Contractor and Subcontractor personnel at the Work Site, Products, materials and work related equipment delivered to the Work Site and any other matters the Engineer may wish to record therein. The reports will be available to the Contractor immediately after it has been created, and the Contractor shall carefully review each report within one work day thereafter and, immediately after review, sign it to acknowledge having reviewed it. If the Contractor disagrees with any of the contents of any such report, it will, within seven calendar days after reviewing the report, give written notice to the Engineer providing details of such disagreement.

GC.28 WEEKLY & OTHER MEETINGS

The Contractor shall meet with the Engineer at the Site on a weekly basis to discuss Work done in the previous week and Work proposed for the next three weeks and at such other times as the Engineer may require while the Work is being performed to discuss any Work related matter the Engineer and/or the Contractor may wish to discuss.

GC.29 SUBCONTRACTORS AND SUPPLIERS

The Contractor may and when necessary shall use Subcontractors in the performance of the Work.

Except as the Engineer may otherwise approve in writing on the Contractor's written request, the Contractor may use as Subcontractors and Suppliers for the Work only those Subcontractors and Suppliers identified in Schedule 4 to the Agreement.

The Contractor shall supply complete information to Subcontractors and equipment and material suppliers. The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents as far as applicable to their component of the Work. Where Specifications and Drawings are required to provide complete information on any aspect of the Work, the Contractor shall supply them to the Subcontractor or supplier concerned.

In every subcontract, to the extent the *Builders Lien Act* is applicable, the Contractor shall specify that the Contractor or agent of the Contractor shall be the person responsible for payment certification under that subcontract for the purposes of the *Builders Lien Act* (and not the Owner or Engineer).

GC.30 CONTRACTOR'S PLANT AND UTILITIES

The Contractor shall at its own expense supply, maintain and remove its field office, all other Plant, and whatever electric or telephone facilities the Contractor requires for its Plant for either domestic or construction purposes.

The Contractor must provide and properly maintain, in clean and sanitary condition, suitable and convenient privy or toilet accommodation for the Contractor's employees so that they shall not be a source of inconvenience, complaint or nuisance to the public or to others in the vicinity of the Site.

The Contractor shall make all necessary arrangements with the Engineering Department of the Owner for obtaining water from the Owner.

GC.31 PLANT, LABOUR AND MATERIALS

The Contractor at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and Plant (consistent with the details provided in the Tender and the Schedules hereto) together with all proper and required facilities for moving and transporting the same, so that the Contract and all Work required to be done under it can and will be carried on in a workmanlike manner, properly, satisfactorily, continuously and expeditiously, to completion, to the Engineer's satisfaction in all respects. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

Should any Plant, equipment, appliance, materials or workmanship which the Engineer may deem to be inferior or unfit for use in or on the Work be brought on the Site or used, the same shall be wholly removed therefrom within 24 hours after notification to that effect from the Engineer, and in the case of failure or neglect on the part of the Contractor to remove the same the Engineer may cause the same to be taken away at the Contractor's expense, and deposited, wasted or otherwise disposed of in any locality, place or way the Engineer considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the Owner as provided in GC.64.

GC.32 MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR

Products and materials supplied by the Contractor shall be as specified in the Contract Documents. If the Contractor wishes to supply and install Products or materials other than as specified, the Contractor shall apply for and must receive written permission from the Engineer before incorporating such items into the Work. Descriptive literature and price schedules covering such alternative Products or materials shall be supplied to the Engineer if requested.

The Contractor shall furnish for the approval of the Engineer as the Engineer may reasonably require samples of any Products or materials of any kind to be used in the Work and no Products or materials shall be used which are in any way inferior to the approved samples; but it is understood that the approval of any material shall not subject the Owner or the Engineer to pay for the same or prevent the rejection afterwards of any portion thereof which is found in the Engineer's judgement to be unsound or unfit to be used; nor shall such approval be considered as any waiver of objection to the Work at any subsequent period on account of the unsoundness or imperfection of the materials used.

GC.33 MATERIAL IN IMPERIAL UNITS

Where manufactured Products or materials that are specified in metric units are not available, materials manufactured to Imperial units may be substituted, provided the Contractor can satisfy the Engineer that the substitute Products or materials are at least equivalent to those specified.

GC.34 SUPPLY OF MATERIALS BY THE OWNER

The Contractor's responsibility for Products, materials, equipment and other things supplied by the Owner for the Work shall begin upon the Contractor's acceptance thereof at the points of supply to the Site. The Contractor shall examine all such Products, materials, equipment and other things at that time and shall advise the Engineer in writing of all apparent and existing defects therein and damage thereto. Any Products, materials, equipment or other things so supplied by the Owner which is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

Anything supplied by the Owner to the Contractor for performance of the Work that is not required to be incorporated into the Work shall remain the property of the Owner. Such things shall, when their use is complete, be neatly stored at the point of original supply.

GC.35 TEMPORARY STRUCTURES

Temporary structures erected by the Contractor shall remain the Contractor's property and be removed from the Work Site on completion of the Work.

The Contractor shall be responsible for the design, adequacy, safety and efficiency of all falsework, temporary structures and construction processes required in connection with the completion of the Contract. All such designs and plans shall be prepared and sealed by a Professional Engineer licensed to practice in British Columbia and submitted to the Engineer for review and comment, but such review shall not relieve the Contractor of any responsibility. The Contractor shall make good at the Contractor's expense immediately all defects arising from the Contractor's faulty design, equipment or application thereof.

GC.36 WORK AREAS AND CONTRACT LIMITS

The Contractor shall carry out the Work entirely within the Work Site, except that, subject to GC.39, in carrying out the Work, the Contractor may use the roads within the Landfill, outside of the Work Site, for transporting its labour and equipment to and from the Work Site and, with the explicit approval of the Engineer and the City, may place its Work Site office at a location within the Landfill, outside the Work Site as approved by the Engineer and City.

Any rights to access any land or property outside the Landfill boundaries which the Contractor may require during construction shall be acquired by the Contractor at the Contractor's own expense, and the Contractor shall make its own arrangements for the use of such land or property and for the compensation of its owners.

GC.37 TRUCK SAFETY

All Contractor and Subcontractor truck and other load carrying vehicle operators must operate such machines at all times in a safe and courteous manner and in full compliance with Applicable Laws, including, without limitation, all applicable municipal by-laws and other laws

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regulating truck use, including truck route, engine brake noise, vehicle weight and load securement provisions. There will be zero tolerance on overloading trucks and un-tarped loads.

All Contractor and Subcontractor vehicle and machine operators must also comply at all times while at the Work Site with Landfill speed limits, which are 30 kph in most areas and 15 kph near the scales to reduce dust.

All Contractor or Subcontractor trucks and other load carrying vehicles must be inspected prior to departure to and from the Work Site to ensure that loads are properly secured and tarped and that there is no debris on the vehicle and no debris or rocks between the tires.

GC.38 STORAGE AREAS

Working and storage areas will be allocated by the Engineer for use by the Contractor. The Contractor shall be responsible for the maintenance and clean-up of the allotted areas.

GC.39 TRAFFIC CONTROL

The Contractor shall provide the Owner with the Traffic Management Plan as required under the ITT.

Without limitation to the anything else in the Agreement, the Contractor shall carry out the Work in accordance with the Traffic Management Plan and any additional directions regarding Work related traffic management and safety at the Site which the Engineer may provide from time to time while the Work is being carried out.

The Contractor shall, from the date of commencement to the date of completion of the Work, assume responsibility for the barricading and signing of hazards resulting therefrom or any other obstruction or impediment to pedestrian or vehicular traffic, be these works in progress prior to or subsequent to the above-mentioned date of commencement.

The Contractor, at its expense, for traffic management and safety use and purposes at the Site, shall provide, erect and maintain all requisite barriers, fences, signage, lights and other prudent protective and safety equipment and measures at the Site and, if and when required by the Engineer, shall provide flagpersons for directing traffic.

Unless ordered otherwise by the Engineer, the Contractor shall inspect its barricades and warning signs around the Work Site at least once per day.

The Contractor may not use the Work Site for the employee or Subcontractor parking, except for those actively and reasonably required for the performance of the Work and then only in accordance with the Owner's requirements as to location. Contractor and Subcontractor vehicular and machine traffic within the Work Site must be Work related traffic only.

GC.40 PUBLIC CONVENIENCE

In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the Engineer's opinion. The Contractor shall not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or public property, without the Engineer's permission; nor shall the Contractor allow the same to remain thereon longer than necessary but must remove

all rubbish and other material, clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed within four days after the completion of the Work, without previous notice to the Contractor the Engineer will proceed to do whatever is necessary to restore such places to as good and as tidy a condition as before the commencement of the Work and charge the cost thereof against the Contractor. Where the Contractor obstructs more of any street, roadway or place than is ordered or sanctioned by the Engineer in writing, then the Engineer may cause such obstructions to be removed at the expense of the Contractor.

GC.41 ACCESS TO EXISTING STRUCTURES

The Contractor shall at all times maintain satisfactory pedestrian access to buildings and private property.

The Contractor shall provide suitable notice to affected property owners prior to changes in access. Interruption of access to any entrance shall be kept to a minimum.

The Contractor shall maintain fire exits from existing buildings as required by the Applicable Law and Vancouver fire and rescue authorities.

GC.42 PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times while performing the Work ensure that the Work is adequately protected from damage of any kind and shall ensure that no Work related activities at any time cause any damage or injury to any other Owner property and any other property. The Contractor shall make good any such damage or injury.

GC.43 FIRE, SECURITY AND SAFETY REGULATIONS

1. Fire and Security

The Contractor shall comply, and the Contractor shall enforce compliance by all its agents, employees, Subcontractors and suppliers, with any and all fire regulations which have been or may be established from time to time by the Engineer and anybody having jurisdiction over such matters.

All security regulations which have or may be promulgated by the Engineer or other authorized representatives of the Owner shall be complied with. Watchmen for the Site may be provided by the Owner at the Owner's discretion. However, neither the Owner nor the Engineer will be responsible for any loss or damage to the property of the Contractor whether or not watchmen are provided by the Engineer. The Contractor will furnish such security as the Contractor feels necessary for the protection of the Contractor's equipment and Products stored or used on Site.

2. Loss Control

The Contractor will establish a "Loss Control Program," satisfactory to the Owner to meet WorkSafeBC and other requirements.

3. Safety

When required by WorkSafeBC Regulations, first aid facilities, including an attendant, shall be provided on the Site at all times during working hours by the Contractor. Such facilities will be completely equipped in accordance with the requirements of WorkSafeBC.

The Contractor shall be fully responsible for taking all necessary precautions for the safety of the Contractor's workers on the Site or of complying with all applicable safety laws and regulations, including regulations pursuant to the *Workers' Compensation Act*, to prevent accidents or injury to persons on, about or adjacent to the Site.

The Contractor shall provide all safeguards required directly for or as a result of the Work as referred to in GC.42 - Protection of Work and Property and in the scope of Work described in the Contract Documents.

4. Trench Safety

For all excavations with a depth of 1.2 metres or more, the Contractor, without exception for any reason, including any form of trench certification from anyone, shall install shoring to prevent collapse and in doing so shall follow proper shoring procedures, equipment and materials to ensure worker safety in and around all excavations with a depth 1.2 metres or more created in the performance of the Work, including such procedures, equipment and materials as required under Part 20 of the *Occupational Health and Safety Regulation* to the *Workers Compensation Act*.

GC.44 ARCHAEOLOGY / HERITAGE RESOURCE PROTECTION

The Contractor shall perform its construction activities in accordance with the City's publication "*ENG - Policy - Environmental - Archaeology of Vancouver Guidelines for Archeological Chance Find Management - 2016-09-26*". Under these guidelines, if known or suspected archaeological materials are encountered during the course of project activities, work in that area must immediately cease and the steps outlined in the *General City of Vancouver Guidelines for Archaeological Chance Find Management* must be followed.

GC.45 OVERLOADING

No part of the Site shall be loaded with a load greater than it is calculated to bear safely. Should any damage or accident occur through the violation of this requirement, the Owner will hold the Contractor solely answerable and liable.

GC.46 DRAINAGE

The Contractor shall keep all portions of the Work well, properly and efficiently drained until completion, and the Contractor will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the Work, or which any of the Contractor's operations may cause to flow elsewhere.

GC.47 CLEANING UP

The Contractor shall at all times keep the Site free from accumulations of waste material or rubbish caused by its employees or work, and at the completion of the Work, it shall remove all its rubbish from and about the site and all its tools, scaffolding and surplus materials, and

shall leave the Site "broom clean" or the equivalent, unless more exactly specified. In case of dispute, the Engineer may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

GC.48 SAFEGUARDING EXISTING PROPERTY

Existing property, buildings, fences or other improvements of any kind shall be protected by the Contractor during the life of the Contract. The Contractor shall make good to the satisfaction of the Engineer any damage done to the existing property, buildings, fences or other improvements. This applies to areas of private property incorporated in the Work area.

Where removal of existing improvements such as pavement, fences, structures, sewers and ducts is necessary during the course of the Work, the same shall be re-established by the Contractor to the satisfaction of the Engineer. The cost of protection and rehabilitation shall be borne by the Contractor.

GC.49 EXISTING UTILITIES

In carrying out the Work, the Contractor, at its expense, will ensure that it obtains and/or is familiar with all information, plans and permits necessary to lawfully and effectively carry out the Work in close proximity and without damage to or interference with any existing utilities of any kind within or about the Site, including, without limitation, existing Landfill gas works.

The Contractor will be responsible for the care of all public and Landfill utilities and in the event of any of these requiring to be removed, raised or lowered permanently, this will be done either by the Owner or by the utility company interested and at the expense of the Owner. If temporary alteration of location is required for purposes of the construction, such work shall be done by the Owner or by the utility company interested at the expense of the Contractor. The Contractor, however, will be held responsible for, and will have to bear the cost due to any damage done to utility services through its operations.

Reasonable notice must be given to the Engineer of any change required in utility services.

Existing utilities may or may not be shown on the Drawings and as shown on the Drawings may not be shown accurately. To the extent they or any of them are shown on the Drawing, they are shown for convenience only. The Owner shall not be responsible for any errors or inaccuracies in the Drawings in respect of the location of existing utilities, and the Contractor shall take whatever steps are necessary to ensure that it obtains accurate information regarding all existing utilities locations at and about the Work Site, including, without limitation, Landfill gas works.

The Contractor shall provide adequate barricades and lighting around and adjacent to any open excavation or potentially dangerous location or other locations designated by the Engineer.

In performing the Work, the Contractor shall ensure that fire hydrants and standpipes are not obstructed by any Work related activities or things.

GC.50 DUST, ODOUR, AND LITTER CONTROL

The Contractor shall at all times control the generation of dust by its operations by water sprinkling or by other methods approved by the Engineer, and the Contractor shall take

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reasonably steps on a daily basis or as the Engineer may otherwise require, to remove from objects and areas at or about the Landfill, all Work related dust and debris deposited thereon.

Without limitation to the foregoing, the Contractor shall at all times while carrying out Work involving Landfill excavation take all reasonable steps necessary to minimize and control dust, odour and uncontrolled spread of Landfill waste during these activities. In this respect, the Contractor will:

- In order to limit Landfill odours caused by excavations, keep to a minimum the amount of exposed open trench or excavation activities;
- Remove and dispose of all excavated waste before the end of each working day; provided that if this cannot be completed (for any reason), the Engineer must be notified and the refuse must be covered prior to finishing the work day and leaving the Work Site;
- Take necessary measures to control litter and dust caused from excavation activities and
- Treat Landfill waste and material containing asbestos as directed in the Specifications and in accordance with the Site-specific Health and Safety Plan.

GC.51 ALTERATIONS, EXTRAS, DEDUCTIONS & CLAIMS

- (a) The Owner without invalidating the Contract shall have the right to make or order any alterations and changes to the Work, such as it may deem advisable, at any time before or during the prosecution of the Work, in any line, grade, Drawings, Specifications or detail thereof, or to increase or decrease the dimensions, quantity of material or work, or to alter the situation or level, or to vary the form or dimensions of any part of the Work, or to vary in any other way the Work; or to order any additional or extra work to be done or additional or extra materials to be furnished; and the Contractor shall, in pursuance of the Engineer's written orders to that effect, proceed with, carry out and execute the Work as directed, and shall supply such additional materials and do such additional or extra work in pursuance of such orders without being entitled to any extension of time for completion, or any additional payment on account thereof, except only as herein provided.
- (b) In each and every case where additional or extra work or material of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying, any work or material the Contractor shall notify the Engineer in writing and shall state in its notification clearly and fully what the circumstances are, and the additional sum or compensation it intends to demand therefor, otherwise it shall have no claim in respect thereof. The Owner shall make such additional payments as the Engineer determines are reasonable and appropriate, provided that:
- (c) the Engineer shall follow any unit or lump sum prices contained in the Schedule of Quantities and Prices (Schedule 3) applicable to such work, labour or material, and if, and to the extent that, in the opinion of the Engineer only some or none of the unit or lump sum prices aforesaid apply, the hourly rates set out in the Schedule of Force Account Labour and Equipment Rates (Schedule 8) (to the extent they are applicable);

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- (d) any unit or lump sum prices contained in the Schedule of Quantities and Prices (Schedule 3) shall be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances; and
- (e) any compensation to the Contractor that is valued on a basis other than a unit or lump sum price contained in the Schedule of Quantities and Prices (Schedule 3) is consistent with the following:
 - (i) The Contractor will receive combined overhead and profit equal to ten percent (10%) of the direct unavoidable costs incurred by the Contractor's use of his own forces;
 - (ii) The Contractor will receive ten percent (10%) combined overhead and profit on the amounts paid by the Contractor to any Subcontractor as a direct result of the additional or extra work or material; and
 - (iii) Subcontractors will receive combined overhead and profit of ten percent (10%) on account of the direct unavoidable costs incurred by the Subcontractor as direct result of the additional or extra work or materials.
- (f) If any work, labour or material is not required to be performed or supplied, then the Owner may deduct from the Contract Price the value of such work, labour or material not required to be performed or supplied which shall be determined by:
 - (i) using the unit or lump sum prices contained in the Schedule of Quantities and Prices (Schedule 3) applicable to such work, labour or material; or
 - (ii) if, and to the extent that, in the opinion of the Engineer some or none of the unit or lump sum prices aforesaid apply, then using the hourly rates set out in the Schedule of Force Account Labour and Equipment Rates (Schedule 8); or
 - (iii) such fixed sum as agreed upon between the Contractor and the Owner.
- (g) Any claim of any kind which the Contractor may wish to make at any time while the Work is being performed, for any payment pursuant to the Contract as an addition to the Contract Price, are to be summarized and submitted (in duplicate) to the Engineer within one month of the completion of Work or supply of Products or materials upon which the claim is based, and the Contractor shall make no claim of any nature afterwards; and no claim not then made or not then allowed by the Owner shall be sustainable, and the Owner shall be in no way disentitled to determine any and all questions concerning said claim, and no action or suit shall be commenced by either party to the Contract until after the Certificate of Total Performance shall have been signed by the Engineer and then only for the amount appearing therein to be due to the Contractor.

GC.52 OBLIGATION TO CONTINUE THE WORK

In the event of any dispute between the parties regarding the Work or the Contract prior to completion of the Work, the parties will continue to fulfill their obligations pursuant to the Contract until the Work is completed in accordance herewith, but they will do so without prejudice to their rights relating to the dispute.

GC.53 ERRORS BY CONTRACTOR

Changes, errors or mistakes made by the Contractor or the Contractor's Subcontractors, workmen or employees, and all settlements, washouts and defects, shall be rectified by the Contractor at its expense.

GC.54 TESTING OF MATERIALS

Except where otherwise specified, testing of materials will be carried out by the Contractor and paid for by the Contractor.

The Contractor shall supply the Engineer with the test results and all test certificates as soon as reasonably practical via a weekly transmittal of the previous week's records.

GC.55 QUALITY MANAGEMENT AND INSPECTION TEST PLANS

Intentionally deleted.

GC.56 DEFECTIVE WORK

All defective work must be forthwith made good by the Contractor at its own expense to the Engineer's or Owner's satisfaction, as the case may be.

GC.57 WARRANTY

The Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents and guarantee the Work against any defects arising from faulty installation, material or workmanship during the period of 12 months from the date of issuance of the Certificate of Substantial Performance and make good in a permanent manner satisfactory to the Owner any defects arising from any of these causes. Where the Contract Documents provide for a warranty of greater scope or duration than set out in this General Condition, the broader and longer warranty provisions will apply.

Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the Engineer. Should the Contractor fail to make good defects within three Working Days after being notified by the Owner to do so, the Owner at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.64 - Money Due to Owner; provided that the Owner shall first deduct such amounts from the Maintenance Security Holdback. If the Owner assesses the defects to be dangerous or determines that an emergency situation exists, the Owner, at the Owner's discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.644 - Money Due to Owner; provided that the Owner shall first deduct such amounts from the Maintenance Security Holdback. The decision of the Owner shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Contract and for the amounts expended thereunder. If in the opinion of the Engineer, it is in the Owner's best interests (taking into account effects on the Owner's overall schedule, the difference in value between the Work as performed and that called for by the Contract Documents, and other relevant factors) not to correct defective Work or Work not provided in the Contract Documents, the Engineer will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time by which the obligations should be extended in order to put the Owner in as close a position financially and in terms of the useful life of the Work as would

have been the case had the Contractor performed the Work as called for by the Contract Documents. For further certainty, the Engineer may extend the warranty period in appropriate circumstances to a minimum of twice the warranty period originally provided for under the Contract Documents, subject always to the above parameters.

GC.58 CONTRACTOR'S LIABILITY

The Contractor shall be liable for any and all losses, damages, or claims for damages, for injuries or accident to persons or property done or caused by the Contractor, the Contractor's Subcontractors or employees, or resulting from the prosecution of the Work or any of its operations, or caused by reason of the existence or location or condition of the Work, or of any materials, Products or Plant used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the Contractor's part, or on the part of the Contractor's Subcontractors or employees, to do or perform any or all of the several acts or things required to be done by the Contractor or them under and by the Contract, and the Contractor covenants and agrees to indemnify and save harmless at all times the Owner against all such damages and claims for damages whatsoever arising out of or in connection therewith, and in the event of any such action being brought by any person against the Owner, either directly or indirectly, or by reason of the execution of the Contract, the Owner may enforce payment by the Contractor of all such loss, costs, damages and expenses as a debt due to the Owner.

In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of the Contract, the Owner may either with or without notice (except where in this Contract notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, equipment, trucks, and men, and do such work or things as it may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of GC.644, or from the Maintenance Security Holdback.

Any such action taken by the Owner under this General Condition as it is herein empowered to take shall not in any way relieve the Contractor or its sureties from any liability under the Contract.

GC.59 INSURANCE BY THE CONTRACTOR

- (a) The Contractor shall obtain and maintain throughout the term of the Contract and the prosecution of the Work, all of the insurance policies required by Schedule 9.
- (b) All insurance coverage described in Schedule 9 shall be issued by an insurance carrier or agent acceptable to the Owner and licensed to conduct business in the Province of British Columbia.
- (c) Upon request of the Engineer or the Owner, the Contractor shall be required to deliver a Certificate of Insurance, and where required by the Owner's Director of Risk Management, certified copies of all policies and endorsements, evidencing the placement and endorsement of insurance in accordance with this GC.5959.
- (d) Contractors and their Subcontractors shall be required to furnish evidence of the renewal of policies described in this General Condition by renewal certificate, endorsement or certified copy to be received by the Owner at least 15 calendar days prior to the expiry date of the policy.

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- (e) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the Owner does not approve any insurance policy or policies submitted to the Owner and the Contractor thereafter does not meet the requirements of the Owner as to terms and conditions of the insurance policy, the Owner shall have the right to place and maintain such insurance in the name of the Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand, and the Owner may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor shall be stopped until satisfactory evidence of renewal is produced.
- (f) Each policy described in Schedule 9 shall be required to be endorsed to provide the following notice for policy changes and cancellations to the Owner: "It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the insurer giving at least 30 calendar days' prior written notice by registered mail to the City of Vancouver."
- (g) In addition to the requirements of Schedule 9, each Contractor and each of its Subcontractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- (h) All deductibles shall be for the account of and be paid by the Contractor upon demand by the Owner. The Owner shall have the right to deduct amounts for which the Contractor is responsible under this GC.5959 from any monies which are due or may become due to the Contractor.

GC.60 WORKSAFEBC ASSESSMENTS

Prior to execution of the Agreement and prior to commencing the Work under the Contract, the Contractor shall provide a letter from the WorkSafeBC confirming the Contractor's registration and that all assessments have been paid to the date thereof. The Contractor shall require that the Contractor's Subcontractors maintain such coverage and pay such assessments as will protect them, the Owner and the Engineer from claims under the *Workers' Compensation Act* (British Columbia), as amended from time to time and regulations pursuant thereto.

GC.61 CLAIMS FOR WAGES

The Owner may settle any claim for damages, and pay all wages overdue or the price of any materials or the amount due and payable by the Contractor to any Subcontractor, for which payment is in arrears, and the amount thereof shall be debt due by the Contractor to the Owner, as and for money paid by them for the contractor and shall be deducted or collected by them as provided in GC.64 - Money Due to Owner, but the Owner does not assume any liability in this respect; nor shall the persons to whom such wages or payments are paid become, by such payments, the employees or servants of the Owner or third party beneficiaries of this Contract.

GC.62 LIENS

The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all Contract monies, the Site and the Work, and every part thereof, shall be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt,

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garnishee process or otherwise, and the Contractor and its sureties, as well as its respective executors, administrators, successors and assigns, shall fully indemnify and save harmless the Owner and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of any Land Title Office or court in which the same may appear.

Notwithstanding anything to the contrary contained in the Contract Documents, the Owners shall not be obliged to pay any monies to the Contractor if and for so long as any liens exist against the Work or the Site.

GC.63 PATENT INFRINGEMENT

The Contractor shall fully indemnify the Owner against and from all suits or actions arising from the claim of any person or persons who are or claim to be patentees of any process used in connection with the Work or of any material, Products, Plant, machinery, tool or appliance used therein or thereon, or in any way therewith.

GC.64 MONEY DUE TO OWNER

All money payable to the Owner by the Contractor may be retained out of any money then due, or which may become due from them to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the Engineer shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him the advisability of so doing, until the Engineer is satisfied that the Work and material so far done or furnished are in accordance with the Contract and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

GC.65 ASSIGNMENT

The Contractor shall not, without the consent in writing of the Owner first had and obtained, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Contract, or assign, transfer or sublet any portion of the Contract or of the Work but must carry out the Work with its own men or subcontract under the Contractor's supervision. This Section however does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, nor will the Owner's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Contract. No assignment, transfer or subletting hereinbefore mentioned, except if the same is made in accordance herewith, shall be in any manner valid or binding on the Owner.

GC.66 CERTIFICATES AND PAYMENTS

1. Payment Certifier

The Engineer shall be the "payment certifier" and the person responsible for payment certification under the Contract for the purposes of the *Builders Lien Act*, if and to the extent applicable, and shall otherwise be responsible for certifying payments in accordance herewith. The Engineer will not be the "payment certifier" under any subcontract.

2. **Certificate for Substantial Performance**

- (a) When in its opinion the Contractor has achieved Substantial Performance, the Contractor shall notify the Engineer in writing thereof, after which the Engineer will inspect the Work and issue to the Contractor a list of any deficiencies therein.
- (b) When these deficiencies have been rectified to the satisfaction of the Engineer, the Engineer shall recommend that the Work ready for official inspection for certification of Substantial Performance, after which, provided the inspection demonstrates to the Engineer's satisfaction that Substantial Completion has been achieved, the Contractor may request in writing the issuance of a Certificate of Substantial Performance.
- (c) The Contractor shall include with its request for issuance of a Certificate of Substantial Performance, to the satisfaction of the Engineer:
 - (i) the Record Plans as required by GC.18;
 - (ii) documentation showing compliance with WorkSafeBC requirements; and
 - (iii) a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing as of the end of the month covered by Section 5.3 of the Form of Agreement to third parties including all Subcontractors and suppliers, have been paid.
- (d) In preparation for the issuance of a Certificate of Substantial Performance, the Owner, the Engineer and the Contractor shall inspect the Work and any remaining deficiencies shall be detailed and included in the Certificate of Substantial Performance when issued.
- (e) Upon issuance of the Certificate of Substantial Performance, the Engineer shall set a reasonable date for Total Performance.
- (f) The Certificate of Substantial Performance shall serve as the "certificate of completion" for the Work under and for purposes of the *Builders Lien Act* and the date set out in Certificate of Substantial Performance as the date of Substantial Performance shall serve as the date of issuance of the *Builder's Lien Act* certificate of completion for the Work.

3. **Certificate of Total Performance**

Upon the provision of satisfactory evidence that all deficiencies have been rectified, the Owner and the Engineer will then be permitted to verify such rectification. Upon being satisfied that such deficiencies have been rectified and upon rectification of all claims and receipt of all statutory declarations as specified in Section 4(b) of GC.66 to the reasonable satisfaction of the Engineer, the Engineer will issue the Certificate of Total Performance.

4. **Statutory Declarations**

The Contractor shall submit with each of the Contractor's applications for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the Contractor, or by such person on behalf of the Contractor as the Engineer may approve.

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- (a) Prior to payment and as condition to any payment, the Engineer may at any time require the Contractor to file with the Engineer a statutory declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the Site, all Products or other things supplied for use in or upon the Work and amounts due to Subcontractors and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

Should any amounts be due and unpaid for wages, equipment, hire, Products and Subcontractors or suppliers as above listed or any encumbrance, lawful claim or lien accrue, the amounts shall be listed on a duly attested statement, in duplicate, and attached to the statutory declaration referred to above.

The Engineer may at any time, if the Engineer deems it advisable, require from the Contractor a statement showing the rates of wages paid by the Contractor for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any Products supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement shall be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

- (b) Prior to final payment and as a condition to issuance by the Engineer of a Certificate of Total Performance, the Contractor shall file with the Engineer a statutory declaration showing that all Work in respect of the Contract has been completed; all accounts, detailed in the first sentence of Section 4(a) of this General Condition have been paid and satisfied and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the Work; and payments already received and now due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract.

5. Other Documentation

The Engineer may as a further condition to any payment, at any time, require the Contractor to furnish such or other detailed information as may be necessary to establish to the Engineer's satisfaction the compliance by the Contractor with the conditions of the Contract.

6. Books Open for Inspection

The Contractor's payrolls, time-books, books of account, invoices, receipt and statements relating to its Work under the Contract shall be at all times open for inspection and extract by the Engineer and the Owner and any authorized representative of them.

GC.67 TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR

The Engineer may, as agent for and on behalf of the Owner, at the Engineer's discretion terminate the Contract at any time upon written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the Owner shall be liable to the Contractor only for a reasonable amount for Work done and materials delivered at or to the Site up to the date of the termination.

Upon payment of the aggregate of the aforesaid sums, the Owner, the Engineer and the Contractor shall be released from their liabilities or obligations under the Contract save and except that the liabilities and obligations of the Contractor shall continue with respect to deficiencies and warranties in the portion of the Work completed prior to termination.

GC.68 TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT

The Engineer as agent for and on behalf of the Owner, without prejudice to any other right, may elect to terminate the Contract forthwith upon notice to the Contractor if:

- (a) the Contractor fails to comply with the Notice to Proceed;
- (b) the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the Contractor's creditors;
- (c) a receiver is appointed for the Contractor's business;
- (d) the Contractor fails, on reasonable notice from the Engineer, to supply enough proper workmen or Products;
- (e) the Contractor does not pay promptly the Contractor's employees, Subcontractors or suppliers;
- (f) the Contractor does not comply with the requirements of the WorkSafeBC Regulations, or otherwise fails to meet the safety requirements of the Contract; or
- (g) the Contractor persistently or substantially breaches any provision of this Contract.

On such termination the Engineer may arrange for the performance of the Work by whatever method the Engineer deems expedient but without undue delay or expense.

The Engineer may take possession of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Site which the Engineer deems necessary to prosecute the Work which possession the Contractor hereby pledges to the Engineer as agent for and on behalf of the Owner, as security for the performance of the Contract and the Work, provided that upon completion of the Work the Engineer shall return to the Contractor or its legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.

In case the Work or any part thereof is assumed from the Contractor, as herein provided, it shall in no way affect the relative obligations of the Owner and the Contractor or its sureties in respect of the Contractor's or their obligation, or in respect of the remainder of the Work (if any), as the Engineer may consider reasonable. The Contractor and its sureties in every case shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Contract pursuant to this GC.688, together with the compensation for liquidated damages, if any, from the date fixed for the Total Performance of the Work, and the same may be deducted or collected by the Owner as provided by GC.644.

All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or

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received from the Contractor, and otherwise in respect of the Contract shall nevertheless continue in force.

The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the Owner nor any of its officials, officers, employees or other agents shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the Owner.

No proceeding taken pursuant to this GC.688 or pursuant to any other provision of the Contract, shall at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise agreed to in writing.

GC.69 SUBMITTALS

The Contractor shall submit Product data and samples to the Engineer for review on request. The Contractor's responsibility for deviation in submittals is not relieved by the Engineer's review unless the Engineer gives written acceptance of specific deviations from the requirements of the Contract Documents. The Contractor shall make any changes in submittals which the Engineer may request consistent with the Contract Documents and shall resubmit as directed by the Engineer. The Contractor shall not proceed with work until relevant submittals have been reviewed by the Engineer. The Contractor shall co-ordinate submittals with the requirements of the Contract Documents and shall allow 14 calendar days for the Engineer's review.

GC.70 NON-RESIDENT WITHHOLDING TAX

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the Owner may deduct from all money payable under the Contract and remit to the Receiver-General of Canada, the Government of Canada or the Canada Revenue Agency sums required to be withheld and remitted by the *Income Tax Act* (Canada), as amended.

The Owner will receive a further credit under the Contract for money withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the Owner on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

GC.71 RELEASE AND INDEMNIFICATION

The Contractor now releases the Owner, its officers, officials, employees and agents from all costs, Losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its Subcontractors, and their respective officers, employees and agents, or suffered or experienced by any other entity or person in connection with the performance of the Work.

Despite the provision of insurance coverage by the Owner, the Contractor hereby agrees to indemnify and save harmless the Owner, its successors, assigns and authorized representatives and each of them from and against Losses, claims, damages, actions, and causes of actions that the Owner may sustain, incur, suffer or be put to at any time either before or after the

expiration or termination of the Contract, that arise out of the acts of the Contractor, its Subcontractors, or their respective officers, employees or agents under the Contract.

This indemnity will not affect or prejudice the Owner from exercising any other rights that may be available to it at law or in equity.

The release and indemnity set out above will survive the expiry or sooner termination of the Contract.

GC.72 NO PROMOTION OF RELATIONSHIP WITH THE OWNER

The Contractor shall not disclose or promote its relationship with the Owner, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (“Communications”) without the express prior written consent of the Owner (except as may be necessary for the Contractor to perform the Contractor’s obligations under the terms of the Agreement). The Contractor shall not use the Owner’s logo or any of the Owner’s official marks without the express prior written consent of the Owner.

GC.73 LIVING WAGE

1. Definitions

For the purposes of this GC.73, the following terms shall have the following meanings:

- (a) “Living Wage” means the hourly wage established by the Living Wage Certifier from time to time, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (b) “Living Wage Certifier” means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the Owner to the Contractor in writing;
- (c) “Living Wage Employee” means any and all Contractor and Subcontractor employees who perform any part of the Work on a property owned by or leased to the Owner, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (d) “Social Enterprise” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate; and
- (e) “Student” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Contractor or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education.

2. **Payment of Living Wage**

- (a) Notwithstanding any other provision of any Contract, but subject to GC.73(2)(b), the Contractor shall pay all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding GC.73(2)(a), the Contractor has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- (c) The Contractor shall ensure that the requirements of GC.73(2) apply to all Subcontractors.
- (d) A breach by the Contractor of its obligations pursuant to GC.73(2)(a) and (c) shall be deemed to constitute a failure by the Contractor to comply with the requirements of the Contract to a substantial degree and shall entitle the Owner to terminate the Contract in accordance with GC.68.
- (e) The Contractor shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC.73 and shall make the same available to the Owner upon request. The Owner may request copies of all such records and accounts which shall be provided to the Owner by the Contractor (subject to reimbursement of the Contractor's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after Total Performance or earlier termination of this Agreement. Any records and accounts provided by the Contractor in accordance with this Section GC.73(2)(e) shall be treated by the Owner as confidential information.
- (f) The Contractor shall, at the direction of the Owner, post signs at Sites that are owned by or leased to the Owner, including all streets, sidewalks and other public rights of way, informing Living Wage Employees of the obligations of the Contractor and Subcontractor pursuant to this GC.73 and providing contact information to report any breaches thereof. The Owner shall supply the Contractor with all such signs and the Contractor shall return all such signs upon completion of the Work or otherwise at the request of the Owner.
- (g) Within 30 days after the end of each calendar year during the period of the Contract Time or, for any calendar year during which the Contract expires or is terminated prior to the end of the year, within 30 days after expiry or termination of the Contract, the Contractor shall prepare and submit to the City, in a format reasonably acceptable to the City, a written living wage report setting out:
 - (i) the number of Contractor and Subcontractor Living Wage Employees paid a Living Wage pursuant to this GC.73 during, as the case may be, the preceding or current calendar year but for the Living Wage requirements of this GC.73, would not have been paid a Living Wage for substantially similar work; and
 - (ii) the total of any costs the Contractor incurred which would not have been incurred but for the Living Wage requirements under this GC.73.

GC.74 CASH ALLOWANCE

Any cash allowances provided for in the Contract may be used only to cover net out-of-pocket Work related expenditures explicitly provided for in the Contract or explicitly approved in writing by the Engineer. Cash allowance expenditures are not and shall not be included in the Contract Price except as explicitly provided for herein and, except as may be explicitly agreed in writing between the parties or as explicitly provided for herein, they shall not include any allowance for any Contractor labour or equipment costs or any Contractor profit or overhead.

All cash allowance expenditures are subject to the Engineer's explicit prior written approval.

The Engineer 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 Engineer of all such tenders or proposals. The Contractor shall not accept any such tenders or proposals without the prior consent of the Engineer. The Contractor shall maintain at the Site, or such other location as the Engineer 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 Engineer and the City at all reasonable times, and the Engineer and the City may take copies thereof.

Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, the Contractor shall be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess in accordance with the Contract. Where the actual cost of the Work for which any cash allowance has been provided to the Contractor is less than the full amount of the allowance allocated to it, the Owner shall be credited for the unexpended portion of the cash allowance, but not for the Contractor's overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

The Contract Price shall be adjusted by Change Order to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

The value of the work performed under a cash allowance is eligible to be included in progress payments.

The Contractor and the Engineer shall jointly prepare a schedule that shows when the Engineer and Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.

SCHEDULE 2

SPECIFICATIONS AND DRAWINGS

The following is a list of the Specifications and Drawings:

SUPPLEMENTARY SPECIFICATIONS -

- Section 01 33 01 Project Record Documents
- Section 01 55 01 Traffic Control, Vehicle Access and Parking
- Section 01 55 02 Site Safety
- Section 01 57 01 Environmental Protection
- Section 03 30 20 Concrete Walks, Curbs and Gutters
- Section 03 40 1045 Site Structures
- Section 03 40 1055 Concrete Formwork and Falsework
- Section 03 40 2055 Concrete Reinforcement
- Section 30 40 5055 Concrete Accessories
- Section 30 40 6055 Cast-in-Place Concrete
- Section 30 40 7055 Grout
- Section 30 50 1055 Metal Fabrications
- Section 30 50 2055 Anchor Bolts
- Section 30 50 3055 Hot-Dip Zinc Coating
- Section 05 52 00 Steel Stairs, Railings and Platforms
- Section 07 17 00 Bentonite Waterproofing
- Section 07 92 00 Joint Sealants
- Section 13 34 30 Drywall Dust Suppression Sprinkler System
- Section 13 34 60 Finish Painting
- Section 260101 Summary of Electrical Work and General Requirement
- Section 260102 General Electrical
- Section 260103 Electrical Civil Works
- Section 260104 Conduit, Conduit Fastenings and Conduit Fittings
- Section 260105 Traffic Management Technology
- Section 260106 Data and Voice Cabling
- Section 260107 Video Surveillance
- Section 260109 Fibre Communications
- Section 260110 Payment
- Section 260111 Building Methane Detection

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SCHEDULE 2 -SPECIFICATIONS AND DRAWINGS

- Section 312413 Roadway Excavation, Embankment and Compaction
- Section 321723 Painted Pavement Markings
- Section 323113 Chain Link Fences and Gates
- Section 331101 Waterworks
- Section 333001 Sanitary Sewers
- Section 331101 Storm Sewers
- Section 334401 Manholes and Catch Basins
- Section 335000 Third Party Equipment

DRAWINGS

- C2000 Series General Information
- C3000 Series Civil Works
- C4000 Series Pavement Marking & Signage
- C5000 Series Utilities
- C6000 Series Structural
- C7000 Series Details
- E7000 Series Electrical
- C8000 Series Provisional Items

The above listed Specifications and Drawings are in the form provided or available to the Contractor as part of the Invitation to Tender.

SCHEDULE 3

SCHEDULE OF QUANTITIES AND PRICES

[To be added from Contractor's Tender.]

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 4 - SUBCONTRACTORS AND SUPPLIERS

SCHEDULE 4

SUBCONTRACTORS AND SUPPLIERS

SUBCONTRACTORS

Type of Work	Subcontractor	Address

[To be added from Contractor's Tender.]

SUPPLIERS (THESE ARE ALSO "SUBCONTRACTORS" FOR PURPOSES OF THE CONTRACT).

Item	Supplier/Manufacturer	Address

[To be added from Contractor's Tender.]

No Subcontractor or Supplier listed in Schedule 5 shall be replaced without the written consent of the City, which consent shall not be unreasonably withheld.

SCHEDULE 5

WORK SCHEDULE

The Work Schedule shall:

- (a) be submitted in the form of a Critical Path Method bar chart in the form contained in the Contract or other form approved by the Engineer;
- (b) include an estimate of the percentage of the Work which will be completed at the end of each month during the Contract showing separately work to be performed on the Site and off the Site including off the Site manufacture and delivery and the inter-relationship to the work on the Site;
- (c) show the estimated monthly payments and manpower requirements; and
- (d) show any other information reasonably required by the Engineer.

[To be attached.]

SCHEDULE 6

PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

[To be attached.]

SCHEDULE 7
INSURANCE CERTIFICATES

[To be attached.]

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 8 - FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

SCHEDULE 8

FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

TABLE 1 - SCHEDULE OF LABOUR RATES

[To be added from Contractor's Tender.]

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

[To be added from Contractor's Tender.]

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

SCHEDULE 9

INSURANCE

1. All Risk Course of Construction Insurance

(a) *Coverage*

"All Risks" of physical loss or damage.

(b) *Property Insured*

(i) *At Site*

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the insured or of others for which the insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

(ii) *Transit*

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(iii) *Off-Site*

Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

(c) *Insureds*

The Owner, the Contractor, and their respective officials, officers, employees and agents.

(d) *Term*

During the period of the construction operations and also during any period in which the property insured is being prepared for use and while partially used or occupied; provided all coverage shall cease when the Work has been formally accepted as complete by the Owner, whichever shall first occur.

(e) *Limit and Deductibles at Site*

- (i) Limit of *Liability*: Full replacement value of the Work
- (ii) Deductible not to exceed \$5,000.

2. "Wrap Up Liability Insurance"

(a) *Insureds*

The Owner, the Engineer, the Contractor, and all Subcontractors, and their respective officials, officers, employees and agents.

(b) *Limits*

Bodily injury liability and property damage liability including aggregate products and completed operations: \$5,000,000 for each occurrence.

(c) *Extensions of Coverage*

- (i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;
- (ii) Owner's and contractor's protective liability;
- (iii) Blanket contractual liability;
- (iv) Contingent employer's liability;
- (v) Personal injury liability;
- (vi) non-owned automobile liability;
- (vii) Cross liability or severability of interest clause;
- (viii) Employees as additional insureds;
- (ix) Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities;
- (x) Loading and unloading of automobiles;
- (xi) Hoist liability;
- (xii) Unlicensed and specially licensed vehicles;
- (xiii) Operation of attached machinery;
- (xiv) Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants.

(d) *Deductibles*

Deductible not to exceed \$5,000.

(e) *Cross Liability*

The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

(f) *Term*

Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

(g) *Waiver of Subrogation*

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive the any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

3. **Automobile Insurance**

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit: \$5,000,000.

4. **Contractor's Equipment Insurance**

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

SCHEDULE 10

OWNERS LIST OF KNOWN WORKPLACE HAZARDS
(CITY PRE-CONTRACT HAZARD ASSESSMENT FORM)

Vancouver Landfill Owner's List of Known Workplace Hazards

CONTRACT TITLE: VANCOUVER LANDFILL ENTRANCE REDESIGN - MAIN WORKS

PROJECT MANAGER (CITY EMPLOYEE): FAISAL MIRZA, 604-616-4386

CONTRACT NAME & # (IF KNOWN) : CEG-00013 - PS20171180

Purpose

This document shall be completed by the project manager, who shall list all the known worksite hazards and all the existing work process hazards that will be 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 - 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:

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

N - No - the known worksite hazard or existing work process hazard does not exist*

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

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

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

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners 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, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

Work Description:

The project consists of two phases. Phase 1 - Construction of the 72nd Street Entrance Widening and Phase 2 - Construction and Installation of 4 Weighscales, Scalehouse, two kiosks, roadworks and Residential Drop-Off (RDO) area (10 new drop-off bays). It also includes the integration of IT infrastructure.

Work Changes

If there are any changes to the work description, please review this document to ensure any additional hazards posed by the new scope of work are identified.

1. ASBESTOS-CONTAINING MATERIALS - asbestos is accepted for disposal at the landfill in accordance with the asbestos policy, asbestos trench/work area at the active face, residential drop off area asbestos bin, buried throughout the Landfill site with some locations identified, and any area of the site due to accidental receipt.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) may 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	NA

If yes to a), Vancouver Landfill Asbestos Exposure Control Plan available upon request.

2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint, buried wood, electrical circuitry or metal alloys.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
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	NA

3. OTHER HAZARDOUS MATERIALS - moulds and spores (at the Landfill active face and composting facility), wastewater treatment plant residuals, i.e. grit and sludge/scum screenings (at the Landfill active face), water treatment plant residuals (at the Landfill active face), bottom ash (on roads 40/50, at the Landfill active face), leachate/condensate (throughout the site), ammonia (ammonia-containing fridges accepted at RDO)	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A resource document for (list the specific hazardous material) is provided in the tender package Document title:	N
b) A resource document for (list the specific hazardous material) will be provided in the tender package Document title:	N
c) A hazard assessment for (list the specific hazardous materials) will be the contractors responsibility	Y

4. CONFINED SPACES - as marked on site at flare station, pump station, compost, scales, admin parking lot. Examples include flares, sewer manholes, sewer wet wells, water/oil separator, drainage sump, utility chambers.	Yes (Y) No (N) or Not Applicable (NA)
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is	N

provided in the tender package	
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	N
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y

5. LOCK OUT - lockout procedures required for specific equipment and electrical systems (i.e. electrical repair, pump maintenance/repair).	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y
b) Work will be performed on or near energized equipment, lines, or circuits	Y

If yes to a) or b) describe:

There are several electrical wires overhead and underground within the vicinity of the Scales and RDO. Efforts have been made to identify them on the construction drawings, however, the Contractor needs to make efforts to ensure that energized power lines are locked out or identified. Furthermore, there are pieces of equipment (loaders/excavators/forklifts etc.) that could become de-energized while the bucket is extended. It is important that all pieces of equipment reach a zero energy state (i.e. bucket rests on the ground.). This risk also applies to the Contractor's own equipment.

6. FALL PROTECTION - any time a person will be exposed to a fall of 10' or greater, or a fall of less than 10' where serious injury may occur: tree pruning, working on a roof, window and ledge cleaning, window replacement, roll-up door replacement/maintenance, tent installation, awning/canopy installation, overhead air exchange installation/maintenance, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
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)	Y
b) Scaffolding or ladders will be required to be secured to a building or structure	Y

7. OVERHEAD AND UNDERGROUND UTILITIES - overhead high voltage power lines, underground utilities i.e. gas, water, sewer, etc.	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y
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). Form 30M33 is the assurance in writing acceptable to Work Safe BC	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. Form 30M33 is the assurance in writing acceptable to WorkSafe BC.	Y
d) Underground or hidden utilities are located on the job site. 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. The work will require the owner's utility plans and/or BC1 Call package as appropriate. NOTE: ALL UNDERGROUND UTILITIES MUST BE HAND SHOVEL EXPOSED AND "EYES ON" TO BE CONSIDERED FULLY LOCATED.	Y

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?

All power lines are identified within the drawing package. It is the responsibility of the contractor to confirm details through its own investigations and limits of approach to ensure a safe working environment by addressing concerns with the utility company, WorkSafeBC and/or the City of Vancouver staff.

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project (refer to When is a Notice of Project Required)	N
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS - various nuisance dust	Yes (Y) No (N) or Not Applicable (NA)
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	Y
b) Material Safety Data Sheets for controlled products at the worksite will be available, on request, to the contractor	N

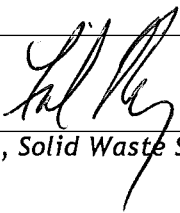
If yes to a), list the work processes and/or chemicals in use:

The chemicals, solvents, fumes, vapors or dusts will most likely be a result of the incoming customers bringing in various materials for disposal at the scales and within the RDO.

10. NOISE - Landfill active face, Residential Drop Off Area, flare station, compost facility, demolition area	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dba	Y

If a) is Yes, the Vancouver Landfill Noise Exposure Control plan is available on request.

OTHER HAZARDS (NOT IDENTIFIED ABOVE)	Yes (Y) No (N) or Not Applicable (NA)
a) Compressed cylinder gas release (residential drop off area, flare station, active face)	Y
b) eye hazards (throughout the site) EYE PROTECTION IS MADATORY AT ALL TIMES	Y
c) fires/explosion (Landfill active face, composting facility, flare station, equipment, throughout the site)	Y
d) mobile equipment/vehicle traffic (throughout the site)	Y
e) needle stick/blood borne pathogens (in garbage/on wheels/tracks of equipment) -	Y
f) spills (known/unknown materials)	Y
g) Silica dust (background levels at active face, demolition area, and scales)	Y
h) trip/slip hazards (throughout the site)	Y
i) violence (scalehouse, RDO, active face, compost)	Y
j) Landfill gas arising from the decomposition of municipal solid waste (flare station, active face, landfill gas piping system, demolition area, pump station, low lying areas such as trenches or ditches)	Y
k) Equipment tipping/rollover (RDO, active face, compost, demolition area)	Y
l) Hot surfaces (equipment, flare station)	Y

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): <i>Faisal Mirza</i>	
Project Manager Signature: 	Date: <i>Jan 12, 2018</i>
Title: <i>Senior Project Manager, Solid Waste Strategic Services</i>	Phone: <i>604-616-4386</i>

SCHEDULE 11

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.

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VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

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

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. Asbestos-containing Materials. 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			
(a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package	Y	N	NA
(b) We will provide a written hazardous materials assessment for asbestos	Y	N	NA
(c) We have a written Asbestos Program (D)	Y	N	NA
(d) As "prime contractor", we will submit a Notice of Project Asbestos(NOP-A) to WorkSafeBC at least 24 hours in advance of the project start-up	Y	N	NA
2. Lead-containing Materials. 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			
(a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package	Y	N	NA
(b) We will provide a written hazardous materials assessment for lead	Y	N	NA

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VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(c) We have a written exposure control program for Lead (D)	Y	N	NA
<p>3. Other Hazardous Materials. May include pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here)</p> <p>_____</p> <p>_____</p> <p>_____</p>			
(a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y	N	NA
(b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y	N	NA
(c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
(d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
<p>4. Confined Spaces. 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) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y	N	NA
(b) We have a written confined space entry program (D)	Y	N	NA
(c) Our employees have received confined space training (T)	Y	N	NA

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VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y	N	NA
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y	N	NA
(f) We shall identify and record isolation points (D)	Y	N	NA
(g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y	N	NA
(h) We will provide for the services of rescue persons	Y	N	NA
If yes to (g), provide brief description: _____ _____ _____			
5. Lock Out. 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) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y	N	NA
(b) We will perform work on, or near, energized equipment, lines or circuits	Y	N	NA

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 VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
 SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
<p><i>Note:</i> If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.</p> <p>If yes to (a) or (b) describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>6A. Fall Protection. 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.</p>	
<p>(a) Our employees 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)</p>	<p>Y N NA</p>
<p>(b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)</p>	<p>Y N NA</p>
<p>(c) Our employees who will be required to use fall protection have received training (T)</p>	<p>Y N NA</p>
<p>If yes to (a), describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

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SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
6B. Scaffolding and Ladders. Window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation			
(a) Our employees will use scaffolding or ladders for access to the work	Y	N	NA
(b) The scaffolding or ladders will be exposed to wet and/or slippery conditions	Y	N	NA
(c) We will ensure scaffolding or ladders are secured before accessing the worksite	Y	N	NA
(d) Scaffolding will be erected and dismantled only by qualified workers	Y	N	NA
7. Overhead Power Lines and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting			
(a) There are electrical hazards associated with overhead power lines such as limits of approach and contact	Y	N	NA
(b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y	N	NA
(c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y	N	NA
(d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y	N	NA
8. Construction, Excavation, shoring and Demolition			
(a) As "prime contractor", we will submit a Notice of Project (NOP) to WorkSafeBC at least 24 hours in advance of the project start-up date	Y	N	NA

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VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
(c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y	N	NA
(d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y	N	NA
(e) We will provide safe means of entry and exit for excavations	Y	N	NA
(f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y	N	NA
(g) We will develop a demolition/salvage plan (D)	Y	N	NA
(h) We will evaluate the demolition materials for reuse or recycling	Y	N	NA
(i) We will protect passers-by from potential hazards	Y	N	NA
9. Chemicals, Solvents, Fumes, Vapours and Dusts. Cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring			
(a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y	N	NA
10. Noise and Vibration. Includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation			
(a) Our employees will be exposed to noise levels above 85dbA	Y	N	NA

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SCHEDULE 11 - CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(b) We have a written hearing conservation program (D)	Y	N	NA
(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y	N	NA
11. Occupational Health and Safety Program			
(a) We have a written Safety Program (D)	Y	N	NA
(b) We will make regular inspections of all workplaces	Y	N	NA
(c) We will immediately investigate any reported unsafe conditions and correct as required	Y	N	NA
(d) We will investigate all incidents and provide written incident reports to the Project Manager	Y	N	NA
(e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y	N	NA
12. First Aid			
(a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y	N	NA
(b) We will complete a first aid assessment (D)	Y	N	NA
(c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y	N	NA
(d) We will develop an effective means of communication between the first aid attendant and the work areas	Y	N	NA
13. Fire Protection. Solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services			
(a) We will weld, solder, or cut with a torch	Y	N	NA

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(b) We will use or store flammable/combustible liquids	Y	N	NA
(c) We will use temporary heating devices	Y	N	NA
(d) We will provide water and/or fire extinguishers on the job site	Y	N	NA
14. Personal Protective Equipment (PPE)			
(a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y	N	NA
(b) We have a written PPE program (D)	Y	N	NA
15. Respiratory Protection			
(a) The work will involve materials or processes requiring respiratory protection	Y	N	NA
(b) We have a written respiratory protection program (D)	Y	N	NA
16. Tools Machinery and Equipment			
(a) We will use powder-actuated tools.	Y	N	NA
(b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y	N	NA
If yes to (a), describe:			

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
17. Cranes, Forklifts, and Manlifts. Heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement			
(a) We will use a crane, forklift, manlift or other lifting equipment	Y	N	NA
(b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y	N	NA
(c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y	N	NA
(d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y	N	NA
18. Rigging			
(a) We will lift or sling loads overhead	Y	N	NA
(b) We will inspect ropes, hooks and slings before use on each shift	Y	N	NA
19. Motor Vehicles and Heavy Equipment. Goods delivery, personnel transportation services, trailer relocation services, oil/water pump-out and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydro-seed services, tree stump grinding, and concrete sawing and removal			
(a) We will use motor vehicles or heavy equipment at the work location	Y	N	NA
(b) All operators have a valid provincial driver's license	Y	N	NA
(c) We will inspect vehicles, including safety features (e.g., ROPS)	Y	N	NA
20. Traffic Control			
(a) There will be uncontrolled movement of vehicular traffic at the worksite	Y	N	NA
(b) We will develop a written traffic control plan (D)	Y	N	NA

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Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(c) We will put in place any required traffic control devices	Y	N	NA
(e) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) "Traffic Control Manual for Work on Roadways"	Y	N	NA
We will provide Traffic Control Persons (TCP's) as required by law	Y	N	NA
21. Crystalline Silica Dust			
(a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y	N	NA
22. Additional Concerns			
We foresee additional health and safety concerns associated with the work	Y	N	NA
If yes, describe:			
(a)	_____		
(b)	_____		
(c)	_____		
(d)	_____		
(e)	_____		
(f)	_____		

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Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
Describe the control measures each of the concerns listed above:	
(a) _____	
(b) _____	
(c) _____	
(d) _____	
(e) _____	
(f) _____	

PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY	
Name (print):	
Title:	Phone:

	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
Summary of Documentation (D) to be Provided by the Contractor upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
(a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	Y N NA
(b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	Y N NA
(c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	Y N NA
(d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	Y N NA
(e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	Y N NA
(f) Plan for minimizing risk to public and to workers (City of Vancouver)	Y N NA
(g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	Y N NA
(h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	Y N NA
(i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	Y N NA
(j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	Y N NA
(k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	Y N NA
(l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	Y N NA
(m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	Y N NA
(n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	Y N NA
(o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorkSafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	Y N NA
(p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	Y N NA
(q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	Y N NA

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	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
(r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	Y N NA
Summary of Training Requirements (T) of Contractor Employees (for any persons completing this type of work throughout the duration of the contract)	
(a) Confined Space Entry (WCB OHS Regulation Part 9.8)	Y N NA
(b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	Y N NA
(c) Equipment Operation (WCB OHS Regulation Part 4.3(1)(b)(i)(ii))	Y N NA
(d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	

SCHEDULE 12

VANCOUVER LANDFILL SITE SAFETY ORIENTATION/AGREEMENT



Title: Site Safety Orientation and Agreement

Site: Vancouver Landfill

Last Revision: Nov 2017

The City of Vancouver, Transfer & Landfill Operations Branch requires that all persons working on the Vancouver Landfill (VL) site receive the following orientation before any work begins, and at regular intervals in future. The orientation identifies the hazards that may be encountered, and requirements which are in place for your safety. All individuals shall understand and agree to comply with this document to have access to work on this site.

This orientation shall be delivered by Transfer and Landfill Operations or Equipment Services staff. Please note that you will receive this orientation at least every six (6) months or if it has been more than six (6) weeks since your last visit to the Vancouver Landfill site.

CONTRACTORS / VENDORS / CITY OF VANCOUVER BRANCHES

Contractors, vendors or employees from other City of Vancouver branches must receive the following orientation before commencing business on the Landfill site. Each contractor, vendor or City of Vancouver employee (or team of employees) will be assigned a Landfill Site Contact as a point of contact for any questions or reporting of hazards, concerns or incidents. It is the responsibility of the contractor, vendor or City of Vancouver employee to communicate with their Site Contact in advance of their visit or at a minimum as soon as they arrive on site.

The name of your Landfill Site Contact person is: _____
Cell number: _____

SITE CONTACT – CHECK WHICH SECTIONS THE READER MUST COMPLETE

- Part One - General Safety – Pages 2 to 10, sign page 13
- Part Two - Equipment Services (EQS) Landfill Garage – Pages 11 to 12, sign page 13 (required only by those who will be entering the EQS Landfill Garage).

PART ONE - GENERAL SAFETY

I. SITE PLAN

Site Address 5400 72nd Street, Delta, BC

Contact Numbers Landfill Office 604.606.2700
First Aid Cell Phone 604.603.1655



SEE APPENDIX "A" FOR ROAD NUMBERING MAP

II. LANDFILL SITE HAZARDS

The hazards that may be encountered at the Landfill are listed in alphabetical order by area below.

√ General Site Hazards – Apply to all workers.			
<ul style="list-style-type: none"> • Animal or insect stings • Confined spaces (as marked) • Electrical hazards • Eye hazards (ie. Dust) • Fall protection (working at height of ≥10 ft.) • Fires/explosions • Landfill gas 		<ul style="list-style-type: none"> • Mobile equipment and vehicle traffic • Poor housekeeping • Power outage • Slips, trips, and falls • Spills • Weather (affects equip/vehicle operation, walking surfaces, etc.) 	
☐ Residential Drop-Off (RDO) Area		☐ Disposal Area Active Face	
<ul style="list-style-type: none"> • Asbestos • Bed Bugs • Compressed gas cylinders • Cuts (blades, sharp objects, puncture) • Dust, including silica • Equipment tipping/rollover • Flying objects 	<ul style="list-style-type: none"> • Heat/cold stress for worker • Lifting hazards • Mobile equipment and vehicle traffic • Needle sticks • Noise • Toxic gases • Violence 	<ul style="list-style-type: none"> • Asbestos • Bioaerosols (mould, bacteria, wastewater) • Bio-hazardous materials • Compressed gas cylinders • Cuts (blades, sharp objects, puncture) • Dust, including silica • Equipment tipping/rollover 	<ul style="list-style-type: none"> • Flying objects • Heat/cold stress for worker • Landfill gas • Mobile equipment and vehicle traffic • Needle sticks • Noise • Toxic gases • Uneven terrain
☐ Compost Facility		☐ Scalehouse	☐ Leachate Pump Station
<ul style="list-style-type: none"> • Bioaerosols (mould, bacteria) • Dust, including silica • Equipment tipping/rollover • Flying Objects 	<ul style="list-style-type: none"> • Heat/cold stress for worker • Mobile equipment and vehicle traffic • Needle sticks • Noise • Uneven terrain • Violence 	<ul style="list-style-type: none"> • Blood borne pathogens (money handling) • Congestion & obstructions • Dust, including silica • Long stationary posture • Vehicle traffic • Noise • Violence 	<ul style="list-style-type: none"> • Confined spaces • Electrical (lockout) • Landfill gas • Leachate
☐ Flare Station		☐ Other Areas	
<ul style="list-style-type: none"> • Above-ground pressurized pipelines • Compressed gas cylinders • Confined spaces (marked) • Congestion & obstructions • Electrical (lockout) • Flame flashback during flare start-up 	<ul style="list-style-type: none"> • Heat/cold stress for worker • Hot surfaces • Landfill gas • Lifting hazards • Vehicle traffic • Noise • Overhead hazard • Toxic gases • Working alone or in isolation 	<p>Site Contact To List & Discuss (i.e.: C&D Recovery Project, Closed Areas, Landfill Service Maintenance Yard, Dirt Site, Burns Bog)</p> <ul style="list-style-type: none"> • _____ • _____ • _____ • _____ • _____ • _____ • _____ • _____ 	

Various controls have been implemented to minimize the risk of all the listed hazards. If you have any questions or concerns about hazards or require further information, please discuss with your Site Contact.

NOTE: If you notice a hazard or unsafe condition, **please correct it immediately**. If you are unable to correct the hazard or unsafe condition yourself, report it immediately to your Site Contact.

III. SAFETY RULES

SIGN IN AND OUT

- **All contractors/vendors/City of Vancouver employees must sign in and out** on a “Vancouver Landfill Sign-in Sheet” at the Landfill Administration Building Office or Technical Trailer Office during regular office hours.
- Choose the sign in location where your Site Contact is located. Example: If your Site Contact has an office in the Technical Trailer, then you should sign in at the Technical Trailer and inform your Site Contact of your arrival.
- Please note sign in/sign out locations on the map below.

Landfill Administration Building Office

Location: 2nd Floor on East Side of Administration Building.

Tel: **604.606.2710**

Hours: Mon to Fri, 7:00am – 3:30pm.

Technical Trailer Office

Location: south of main parking lot and Administration Building. Office entrance at south end of building.

Tel: **604.606.2700**

Hours: Mon to Fri, 7:30am – 4:00pm.



- **After hours sign in/out:** The Administration Office closes by 3:30 pm. The Technical Trailer Building closes by 4:00 pm. The main gate closes at 6:00 pm.
- If you will be on site after the offices or the gate closes, inform your Site Contact and indicate on the sign in sheet what your expected time out will be.
- Sign out in person or by phone according to your Sign out Time as listed in the table:

Sign In Location	Sign Out In Person	Sign Out By Phone
Did you sign in at the Administration Building?	Then sign out in person at the Administration Building before 3:30 pm	Or sign out by phoning 604.606.2710
Did you sign in at the Technical Trailer Building?	Then sign out in person at the Technical Trailer before 4:00 pm	
Still at the Vancouver Landfill between 4:00 pm and 6:00 pm?	Sign out at the Weighscales	Or sign out by phoning 604.506.3159 (Sub Foreman)
On site after 6:00 pm?		Phone 604.506.3159 (Sub Foreman)

VEHICLE ACCESS TO & OPERATION WITHIN THE LANDFILL



- Rules for vehicles entering the Vancouver Landfill
 - Vehicles authorized to by-pass the scales
 - Some vendors and City of Vancouver vehicles have been authorized to by-pass the scales and therefore are permitted to by-pass the vehicle line up on 72nd street. **ONLY VEHICLES WITH AUTHORIZATION MAY BY-PASS.**
 - Vehicles not authorized to by-pass
 - When entering the site from along Burns Drive and 72nd street, vehicles may not pass the inbound line-up during operating hours, **unless traffic control persons are actively managing traffic and the traffic control person gives you a clear direction to by-pass.** If no traffic control persons are present, then unauthorized vehicles must wait in line.

- If a traffic control person is present, vehicles may signal to traffic control persons that they would like to bypass by putting on their 4-way flashers. Do not proceed until the traffic control person notes your flashers and gives you clear instruction to bypass.
- All drivers/operators must observe traffic control measures (i.e., stop signs, no stopping road markings, speed signs, warning signs and cones).
- The speed limit on the Landfill premises is **30 km/h, and 15 km/h adjacent to the scales.**
- Seatbelts must be worn at all times while vehicles are in motion, no exception.
- To prevent exhaust fumes from entering the scalehouse, all vehicles must turn off their engines when sitting at the weighmaster window on the scales.

DISTRACTED DRIVING

- The use of cellular phones while operating vehicles or equipment is prohibited by City policy and the BC Motor Vehicle Act unless in a Province-approved hands-free mode. Always move to a safe place out of the way of any equipment or vehicles prior to using a cellular phone or engaging in any other non-mobile activity.
- The use of listening devices with headphones (such as music players) is prohibited while on site by City policy.
- The Vancouver Landfill has many persons on the ground and vehicles moving in close proximity to each other. A distracted driver is considered a **HIGH RISK** to both vehicles and persons on the ground. **Distracted drivers will be asked to leave the site and will not be permitted access without written permission from the Landfill Manager or designate.**

SMOKING

- Smoking is only permitted in the designated smoking location on the south west corner of the Administration building parking lot. Smokers will find a covered area at this location.
- Smoking is not permitted at any other location within the Landfill.



SCAVENGING

- Scavenging is prohibited anywhere in the Landfill. Scavenging is the search for and collection of anything from discarded waste.

CONED OFF, SIGNED AREAS, ASBESTOS DEPOSITS

- Be aware of and stay clear of coned-off areas; these are closed to protect you from hazards.
- Be aware that asbestos is routinely managed at the Landfill. Yellow bags identify asbestos waste. Stay upwind of any yellow bags at the Landfill active face.

WORKSAFEBC COMPLIANCE

- Comply with WorkSafeBC regulations when entering any confined space, depression, or potentially poorly ventilated areas.

IV. FIRST AID ATTENDANT – CALL **604.603.1655 (PLEASE WRITE THIS NUMBER DOWN)**

- All injuries, even minor injuries, are to be reported to the first aid attendant and your Site Contact. The first aid room is located at the southeast corner of the Landfill Administration building. (Location noted on the following page picture)
- Notify the designated First Aid Attendant at **604.603.1655** (VL First Aid Cell Phone). If no answer, contact the Landfill Office at **604.606.2700** to alert the First Aid Attendant.

EMERGENCY REQUIRING AN AMBULANCE

- For injuries requiring an ambulance call 911 immediately, then inform the Landfill First Aid Attendant and your Site Contact (dial “9” first from land lines).

V. IN THE EVENT OF AN EMERGENCY

- Report any fires, spills, accidents or other emergencies to the Landfill Office immediately. In the event of an emergency that requires outside response, call 911 immediately and then inform the Landfill Office at **604.606.2700** and your Site Contact.
- The Landfill Manager or designate is responsible for contacting additional authorities as required.
- For detailed information, refer to the Vancouver Landfill Emergency Response Plan.

SAFETY DURING AN EMERGENCY

- In an emergency, your first priority is to warn others and evacuate the immediate area. Do not put yourself in danger.
- If not directly and helpfully involved, report to the **Emergency Muster Station** in the north end of the employee parking lot near the entrance to the Administration Building.



- Do not return to the site until instructed that it is safe.
- During an emergency muster, you must be present for a head count. Do not leave the Vancouver Landfill until you are directed to do so.
- If the emergency involves chemical products or materials, Material Safety Data Sheets for materials used on site are located in Superintendent’s office and are available online at the Vancouver CityWire website. Ask your Site Contact to assist with accessing MSDS information.
- Materials brought onto site by contractors/other City branch workers require MSDS sheets.

VI. HEALTH AND SAFETY CONCERNS

- If you have any health or safety concerns, please discuss them with your Site Contact.

VII. INCIDENT REPORTING

- **Incident Definition:** An accident or other occurrence, which resulted in, or had the potential for causing an injury or occupational disease. Incidents may include near misses, minor injuries, medical aid treatments, doctor visits, and/or injuries resulting in lost time accidents (*e.g. structural and equipment failures*).
- **Near-Miss Definition:** Incident without injuries but with potential to cause a serious injury; an event which had strong potential to be an injury that required medical aid, time loss or fatality, however did not result in an injury to an employee. A near miss can be loosely defined as a “close call” or a “near hit”. Near misses may include property/equipment damage.
- ❖ The above incidents must be reported to your Site Contact immediately without delay. All injuries shall be managed in accordance with VL Injury/Illness and First Aid procedures. If you are unable to get in touch with your Site Contact, report the incident to the Landfill Office at **604.606.2700**.

VIII. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WorkSafeBC requirements for workers accessing the Landfill. PPE is required in all locations outside the Main Parking Lot or the Technical Trailer Office parking lot.

1) The following are necessary on the site:

- Yellow Hi-visibility reflective vest or coveralls as per City of Vancouver requirements.
- Safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white Ω CSA patch).
- Approved safety eyewear.
- Hearing protection at the Landfill Active Face, Residential Drop-Off Area, Demolition Area, Compost Facility, Flare Station or any area requiring hearing protection.
- Respirator with appropriate filtering cartridges or paper particulate mask as directed by the Site Contact or where mandatory wearing signs are located.

2) Also necessary where appropriate:

- Hard hat.
- Fall protection in situations where a fall of 3 metres (10 feet) or more could occur, or from a lesser height but which represents a higher risk of injury.
- Other specific equipment where determined necessary or by regulation for the particular situation or as directed by the Site Contact.

IX. HEAVY EQUIPMENT

There are many varieties of heavy equipment used at the Landfill. Due to their size and operating speed, heavy equipment operators have restricted visibility for person standing or walking on the ground. **FOR YOUR SAFETY, ALWAYS GIVE HEAVY EQUIPMENT A WIDE SAFETY ZONE.**

- Do not walk in the active tipping area of the Landfill.
- Do not move into the vicinity of any vehicle or mobile equipment until you have made eye contact with the operator/driver and ensured that he/she is aware of your presence.
- Remember that people are more mobile than equipment – it is your responsibility to stay out of the way. Do not, at any time, walk behind any vehicle or piece of heavy equipment.
- Remain outside of the swing radius of excavators, approximately 15 metres (50 feet), unless absolutely necessary. If entry is required within that radius, make eye contact and communicate with the operator so they are aware of your location.
- In the demolition dumping area, maintain a safe distance between trucks (one truck and trailer length or 75 feet/23 meters). End dump style demolition trucks pose an extreme hazard of tipping over on their side when the box is lifted.
- All heavy equipment must be turned off before fuelling.

X. LANDFILL GAS HAZARDS

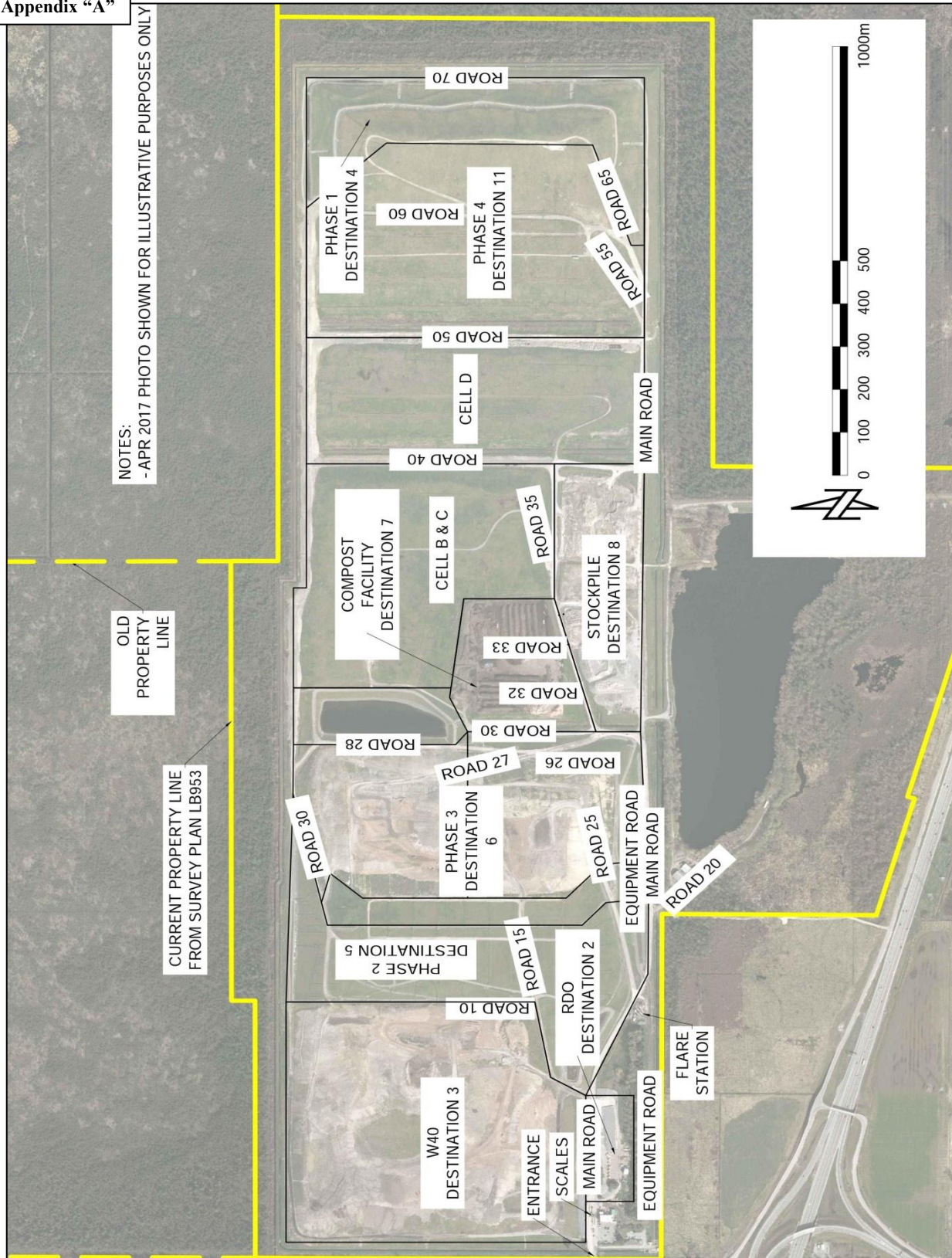
Landfill gas is produced by underground waste deposits and exists within the Landfill and in gas collection system piping and equipment. Gases can collect in confined spaces, depressions, and poorly ventilated areas.

- Never enter a signed/marked confined space without prior approval from your Site Contact.
- Do not access the fenced enclosure at the Flare Station or conduct any work around the landfill gas system without prior approval from your Site Contact.
- Do not alter any component of the landfill gas collection system without prior authority from the Landfill Manager or designate.
- If possible, stand upwind of wells or any other landfill gas works. If an accidental or uncontrolled release of landfill gas is believed to have occurred near your work area, attempt to remove yourself from the area by taking a path that is crosswind from the source and attempt to get upwind if it is determined to be safe to do so. Immediately notify the Landfill Manager or your Site Contact.
- If a hydrogen sulphide (rotten eggs) odour is detected remove yourself from the area and notify the Landfill Manager or Site Contact.
- More information about Landfill Gas is available upon request from your Site Contact.

XI. WORKING ALONE

- Determine with your Site Contact whether your work is considered working alone. Each time you access the Vancouver Landfill and when you will be working alone, you must tell your Site Contact where you will be located while working alone.
- Persons working alone must receive adequate training from their employer or home branch before being permitted to work alone at the Vancouver Landfill. You must follow your employers working alone procedures, including any check in's required by that procedure.
- Persons working alone must sign in and out at the Landfill Administration office and advise reception staff they will be working alone.

Appendix “A”



PART TWO – EQUIPMENT SERVICES (EQS) LANDFILL GARAGE

SAFETY ORIENTATION

This section is to be used in conjunction with the Site Safety Orientation and Agreement that is in place at the Vancouver Landfill (VL). This applies to all persons working at the Landfill and includes contractors hired by Equipment Services (EQS) to perform work on site. Each person must receive the complete VL orientation prior to work commencing, paying special attention to the sections that are most pertinent to the work they will be performing. All applicable WSBC rules are in effect while working in or around the garage as well as all other areas operated by Transfer and Landfill Operations.

I. GENERAL SAFETY ISSUES:

The garage has hazards that are common to most vehicle / equipment repair facilities and they include, but are not limited to:

- Open vehicle repair pits
- Overhead hazards associated with the use of a bridge crane
- Hazards associated with the use of compressed air
- Hazards associated with the use of compressed gases (oxygen / acetylene)
- Various oils, solvents and other chemicals
- Slip and trip hazards
- Congested work areas
- Hazards associated with the movement of large industrial machines and their parts
- Exposure to contaminants that are found at the Landfill

II. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WSBC and City of Vancouver requirements and must be used in accordance with the manufacturer's instructions. The required PPE necessary for working in the Equipment Services Garage is as follows:

- High visibility coveralls or vest
- Safety footwear (above the ankle CSA green triangle and Ω symbol)
- Approved safety eyewear
- Hearing protection as required in the garage and outside as per the Vancouver Landfill requirements

Also necessary where appropriate:

- Respirator
- Hard hat
- Bump cap
- Dust mask
- Gloves (choose protection relative to the hazard)

III. WORKING ALONE AT THE EQS SHOP

EQS staff will be signing on to "SafetyLine Mobile Worker Monitoring System" through the Equipment Services procedure. Contractors will be required to stay with EQS / TLO staff OR log into the existing SafetyLine system in place with the Vancouver Landfill.

IV. IN THE EVENT OF AN EMERGENCY AT THE EQS SHOP

Respond as per the TLO orientation and be sure that any contractors on site are accounted for and kept under the care of EQS or TLO staff until authorized to be released.

V. FIRST AID AT THE EQS SHOP

The TLO procedures for receiving first aid are to be followed. All injuries are to be reported to the first aid attendant and the worker's immediate supervisor.



SAFETY ORIENTATION AGREEMENT for CONTRACTORS and VENDORS

LEGAL TERMS AND CONDITIONS

- You agree that entry to and use of the Site is at your own risk and that neither the City of Vancouver, nor its employees or agents will be liable for any loss or injury to person or property whether or not caused by negligence.
- You agree to comply at all times with the above requirements and to follow the instructions of the Landfill Manager, or designate, and/or the First Aid Attendant at all times.
- You agree to reimburse the City of Vancouver for any and all costs, losses and damage which may be caused by your failure to carry out safe working practices while on the site or to otherwise comply with this Site Safety Orientation/Agreement.
- The terms of this Site Safety Orientation/Agreement are additional to, and not in replacement of any other agreement between you and the City of Vancouver. However, in the event of any inconsistency between the two, this agreement prevails.

NOTE: Complete this sign off if you are not a City of Vancouver employee

STATEMENT OF RESPONSIBILITY

Name _____

Company &
Nature of Work _____

Cell Phone _____

I certify that I have read, understood and agree to comply with and be bound by this Site Safety Orientation/Agreement.

Signature

Date

CITY OF VANCOUVER EMPLOYEES

*** Enter name if you are a City of Vancouver employee (no signature is required)

The following City of Vancouver employee has been provided the Site Safety Orientation.

Name of CoV Employee (Please print)

Branch

Office use only - Orientation Provided By

Name & Title

Company/Branch/Date

DISTRIBUTION: Detach page 14 and give to the Office Support Clerk for data entry. Pages 1 to 13 may be given to the person receiving the orientation for their use.

SCHEDULE 13

RECORD DRAWING STANDARDS

The record drawings must accurately show any wires, pipes, geomembranes, and other features and shall include:

- AutoCAD file(s) and printable PDF.
- Marked up version of the full size IFC set.

The coordinate system must be NAD83UTM10-meters for both survey pickup and for drawings. The records should note the construction date for individual pay items. The actual survey pickup must be given as a .CSV file and it must include this information:

- Point number in following format:
 - 201805150001 representing the time of the survey 2018-05-15 followed by the point number 0001
- Northing
- Easting
- Elevation
- Description, where the description must include:
 - For horizontal pipe, conduit or wire:
 - Specify whether it is a pipe, conduit or wire
 - Whether the top of pipe or the invert has been picked up
 - Diameter (for non-circular members, the shape should be measured and specified)
 - Colour
 - Material
 - Slotted, perforated, corrugated or solid pipe
 - Picture name (if a picture has been taken)
 - Any other observations taken by the surveyor
 - For vertical pole, pipe, conduit or wire:
 - Specify whether it is a pole, pipe, conduit or wire
 - Whether the center, north quadrant, east quadrant, west quadrant or south quadrant of pipe has been picked up
 - Diameter (for non circular members, the shape should be measured and specified)
 - Colour
 - Material
 - Slotted, perforated, corrugated or solid pipe
 - Picture name (if a picture has been taken)
 - Any other observations taken by the surveyor
 - For geosynthetics:
 - Specify if it is a geomembrane, geotextile, GCL or other
 - Colour
 - Picture name (if a picture has been taken)
 - Any other observations taken by the surveyor
 - For others:
 - Clearly describe the feature (i.e. manhole center, 30" diameter, concrete, see picture P20180619.jpg)

INVITATION TO TENDER NO. PS20171180
VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
SCHEDULE 13 - RECORD DRAWING STANDARDS

The frequency of topographic survey must be at a minimum every 10 m on a regular grid and at 5 m spacing on the perimeter of the survey area. As-built surveys for pipelines and other linear features shall be at 3 m intervals (every 10 ft.). The pick-up location shall be the top-of-pipe. In addition, more survey points must be picked up if there is any change in properties, for example:

- Bend
- Diameter, thickness, etc
- Tee, cross, valve, etc
- Slotted, perforated, etc

The record drawings must:

- Reference the survey files
- Not rely on scale (only dimensions, coordinates, and survey point references must be relied on)
- Specify key points (i.e. end points of pipes, bends in pipes, features, etc; it is acceptable to have a leader and reference a point number, key points should be to scale (i.e. be at correct electronic locations))
- Allow the reader to be able to locate all features to within 150mm (or better if deemed necessary) in the field (i.e. survey pickup should be accurate to within 50mm (or better if deemed necessary), but not all survey points need to be put on the drawings especially in the case of long straight runs of pipes, just the most important ones).
- Before construction begins, the Contractor shall provide for Engineer's approval, a list with naming conventions and abbreviations used for survey point description.

The raw drawings shall be provided to the Engineer in AutoCAD and as PDF files in addition to the printed sealed ones.

Copies of the as-built drawings should be given to the Engineer

SCHEDULE 14
SUBMITTAL FORM TEMPLATE



SUBMITTAL REVIEW FORM

TO _____
DATE: _____
RE: _____
SUBMITTAL NO.: _____
REVISION NO. _____

COPIES	DATE	SPEC.	DRAWING	DESCRIPTION

SUBMITTAL REVIEW CHECKLIST:

<input type="checkbox"/> NO EXCEPTIONS NOTED <input type="checkbox"/> MAKE CORRECTIONS NOTED <input type="checkbox"/> REJECTED <input type="checkbox"/> REVISE AND RESUBMIT <input type="checkbox"/> SUBMIT SPECIFIED ITEM <input type="checkbox"/> NOT REQUIRED FOR REVIEW	<p>Review is for general compliance with contract documents. The City of Vancouver or its Engineers assume no responsibility for correctness of dimensions, details, field verifications, fabrication processes, or techniques of construction. Contractor or Supplier is responsible for coordination of work with that of all other trades.</p>
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REMARKS:

COPY TO _____

SIGNED _____

**SCHEDULE 15
MATERIAL DISCLOSURE**

TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

The City has made no independent inquiries to ascertain the existence or nature, of any toxic or hazardous material, substance or condition at the Site (which expressly includes the subsurface as well as the surface at the Site), and accordingly makes no representations regarding the same. Prior to the Contractor commencing the Work, and thereafter through the term of performance of the Work, the Contractor must take all reasonable steps to determine whether any toxic or hazardous material, substance or condition is present at the Site. If the Contractor encounters any toxic or hazardous material, substance or condition at the Site or has reasonable grounds to believe that any of the same are present at the Site, then the Contractor must promptly take all reasonable steps to ensure that no person suffers any injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of such material, substance or condition, and must immediately report the situation and circumstances to the City in writing. The Contractor must in all instances comply fully with all requirements of applicable environmental legislation, the City, the WCA and of WorkSafeBC, whether specifically outlined above in these Tender documents or not, applicable to toxic and hazardous materials, substances and work/work site conditions.

SCHEDULE 16
CONTRACTOR SAFETY ABSOLUTES

Contractor SAFETY ABSOLUTES

A. Forbidden Actions:

1. Walking under suspended loads
2. Working or driving while under the influence of alcohol or drugs
3. Entering a confined space without first using a gas monitor to test the atmosphere
4. Entering a trench/hole over 4 feet (1.3 meters) without shoring or other engineered systems/procedures
5. Driving and talking/texting on a mobile phone/device, unless using hands free
6. Smoking in non-designated areas or within 20 feet (6 meters) of co-workers or in City vehicles/equipment

B. Mandatory Actions:

1. Wearing a safety belt when provided in vehicle
2. Locking out hazardous energy sources before starting work on equipment/machinery
3. Using fall protection when working at heights over 10 feet (3 meters)
4. Wearing personal protective equipment as required
5. Any ground disturbance must not be undertaken without approval from TLO management. All ground disturbances must be planned, including the use of locates. The plan will include the use of a spotter and all underground facilities/utilities will be exposed at suitable intervals by hand or hydrovac and identified for size and alignment prior to mechanical excavation
6. All work during a ground disturbance will STOP if any underground facility/utility is struck or disturbed. The strike or disturbance must be IMMEDIATELY reported to TLO management and work will not commence until approval to do so is received from TLO management
7. When ground disturbance unearths an unknown material or material which may potentially contain asbestos, all work must be stopped and IMMEDIATELY reported to TLO management so that containment and abatement can be planned

C. Flash Reporting:

1. The Flash Report is to be used as a tool to communicate via email that an incident or event is occurring and what immediate preventative measures being taken at the scene. IT IS NOT AN INCIDENT INVESTIGATION, ONLY A NOTIFICATION OF INCIDENT. The email must be sent out as quickly as possible, even if all information is not known.
2. The intent of Flash Reporting is to provide members of a dedicated email distribution list a brief notification of a significant, serious or extreme event. The standardized format of communicating and gathering information gives all readers the information they require in a timely manner for potential escalation of details and/or interaction with external stakeholders.

Flash Report Levels & Definitions

Significant

- any near miss that we wouldn't attempt to apply "serious" to (may include property damage)
- any injury that requires a trip to hospital
- any utility strike **WITHOUT** hazardous substance release (electrical power of any sort is considered a hazardous substance)
- any event where a member of the public is involved (without injuries)

Serious

- call to 9-1-1 to help control or respond to the scene of an incident
- person(s) transported by ambulance

Contractor SAFETY ABSOLUTES

- any incidents or events where member of the public was injured or experienced property damage
- assault or serious threats of violence to employee
- any utility strike **WITH** hazardous substance release (electrical power of any sort is considered a substance)
- work refusals
- vehicle event resulting in serious injury to employee
- contact with or wires down low voltage or underground utilities
- environmental release requiring moderate/major clean-up
- damage to equipment resulting in spill requiring moderate/major clean-up
- any event causing an evacuation
- any incident that is immediately reportable to a regulating body
- any visit from a WorkSafe BC Inspector

Extreme

- injury to employee or member of the public that results in significant/permanent disability or death
- any employee seriously injured or killed including employee that requires immediate surgical intervention
- major structural failure or collapse including crane, hoist, scaffolding
- any major release of hazardous substance
- injury to employee that requires immediate surgical intervention
- contact with high voltage wires
- any event with irreparable/significant damage to environment, including equipment failures
- collapse of excavation
- any event involving fire or explosion

Flash Report Email Format

The email message format shall contain the following information:

To: lynn.belanger@vancouver.ca, chris.dodd@vancouver.ca, calvin.lum@vancouver.ca, amrti.pangli@vancouver.ca, ken.fraser@vancouver.ca, rob.weiss@vancouver.ca, jerry.sobejko@vancouver.ca, (TLO Project Managers - to be determined) (plus any contract company person you wish to include)

Subject Line of Email: Flash report Level (Choose Significant, Serious or Extreme) - Title of Event

The body of the email shall include:

- Event description (very brief - rule of thumb 25 words or less) stating:
 - Incident time
 - site location
 - no injury or injury with brief description
 - no damage or damage with brief description.
- Immediate Preventative Measures implemented and who is accountable
- Stakeholders called to scene (Emergency Services, Risk Management, Utility Owner)
- Public impacted Y/N and how
- Date of next update
- Contact name and number for person who can provide further information if needed

The following is an example of a Flash Report email.

To:	lynn.belanger@vancouver.ca, chris.dodd@vancouver.ca, calvin.lum@vancouver.ca, amrti.pangli@vancouver.ca, ken.fraser@vancouver.ca, rob.weiss@vancouver.ca, jerry.sobejko@vancouver.ca, (TLO Project Managers – to be determined) (plus any contract company person you wish to include)
Subject:	Flash Report - Significant - Existing Fibrous Conduit Exposed
Location: Transfer Station Rebuild Project	
Date/ Time: Friday, 24 Mar 2017/5:00 pm	
Type: Existing Fibrous Conduit Exposed at the new Recycling Area Project	
Injury Type: None	
Description: Super Big Construction Company exposed fibrous conduit during the process of excavation at the Transfer Station Recycling/Green Waste area. Super Big employees cordoned off the area with fencing to restrict access. CoV Environmental Services were contacted and instructed Super Big to ensure conduit was not disturbed. Environmental Services will attend on Monday, 27 March 2017 to sample the conduit for testing. Environmental Services is satisfied that no risk of exposure will occur for the public or workers.	
Immediate Preventative Measures: Stopped work and removed workers from area. Cordoned off the area with fencing.	
Stakeholders Involved: Super Big Construction Company, CoV employees	
Public Impact: None	
Next Planned Update: Monday, 27 Mar 2017	
John Super Big, Owner Super Big Construction Company 604-020-0202	

If you have any questions about the use of the Flash Report, please contact:
Rob Weiss, TLO OHS Superintendent, 604-318-9039

Contractor SAFETY ABSOLUTES


D. Health & Safety Reporting

The contractor shall report the following information on a minimum bi-weekly basis to TLO management.

Contractor				
Number of Sub Contractors				
Project				
Project Number				
Reporting Dates				
Year				
INJURY LAG INDICATORS				
Report Item	Contractor	Sub-Cont	Total for Reporting Dates	Ongoing Project Total
Work hours	0	0	0	0
Number of Fatalities	0	0	0	0
Number of Lost Time Injury	0	0	0	0
Number of Medical Treatment	0	0	0	0
Number of First Aid Only	0	0	0	0
Number of Modified Duty	0	0	0	0
OTHER LAG INDICATORS				
Near Miss - potential for injury	0	0	0	0
WSBC Reportable Occurrence	0	0	0	0
Non-Occupational Incident	0	0	0	0
Environmental Incidents	0	0	0	0
Property Damage	0	0	0	0
Motor Vehicle Damage	0	0	0	0
Equipment Damage	0	0	0	0
Fire	0	0	0	0
Theft	0	0	0	0
Utility strike	0	0	0	0
LEAD INDICATORS				
Formal Inspections Completed	0	0	0	0
Crew Safety Talks Completed	0	0	0	0
Employee Orientations Completed	0	0	0	0
Incident Investigations Signed off by JHSC & Contractor Mgt	0	0	0	0

SCHEDULE 17
WASTE MANAGEMENT PLAN

INVITATION TO TENDER NO. PS20171180
 VANCOUVER LANDFILL ENTRANCE UPGRADES MAIN WORKS
 SCHEDULE 17 - WASTE MANAGEMENT PLAN

		<h2 style="margin: 0;">Waste Management Plan</h2> <p style="margin: 0;">To be filled out prior to start of work.</p>			
Name of Company		Contact Person / Telephone No.			
Project Site/Location		Project Type		Project Size (square meters)	
		<input type="checkbox"/> Construction <input type="checkbox"/> Deconstruction <input type="checkbox"/> Demolition			
RECYCLING PLAN Describe: the project, the site conditions, and explain the general approach to material separation deconstruction/demolition, including how many different kinds of materials bins are planned to be on-site, and identification of salvage/reuse opportunities. Include details here or attach a separate document.					
		What facility will the material be sent to for reuse/recycling?			
	Pre-Project				
Material	Estimated Generation	Salvaged	Recycled	Disposed	Facility
Estimated Total (metric tonnes)					
Note: add rows as required.					
Signature		Title		Date	
Explanatory notes:					
Column 1	"Material" -- enter materials targeted for recycling and/or salvage and include a category for waste materials requiring disposal				
Column 2	"Estimated Generation" -- enter estimated weights (metric tonnes) of materials generated				
Columns 3-5	"Recycled/Salvaged/Disposed" -- indicate weight of material to be salvaged, recycled or disposed				
Column 6	"Facility" -- enter end-destination of salvaged, recycled, or disposed materials.				