



INVITATION TO TENDER NO. PS20210388 (the "ITT")
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE (FOR PREQUALIFIED VENDORS)

NOTE:

1. Tenders must be submitted by email only, to Bids@Vancouver.ca, by not later than 3:30pm Vancouver Time on Tuesday, December 21, 2021 (the "Closing Time").
2. "Vancouver Time" means the time in Vancouver, British Columbia.
3. Dates and times of deliveries of Tenders will be determined conclusively by the electronic timestamps connected with and shown on the email deliveries thereof, as synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. DO NOT SUBMIT TENDERS BY FAX OR HARD COPY DELIVERIES.
5. Tenders will be not be publicly opened.
6. Tender submissions results will be available on the website <http://vancouver.ca/doing-business/unverified-tender-results.aspx> within 48 hours of the Closing Time.
7. The City of Vancouver's business hours are 8:30am to 4:30pm, Vancouver Time, Monday to Friday, excluding holidays.
8. All queries related to this 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 and other Tender Documents are not included herewith but may be accessed by potential Tenderers at the ftp site <https://webtransfer.vancouver.ca/>, using the user ID, PS20210388dl@coveftp01, and the password, r9cRaX2v

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PART A - INTRODUCTION

1.0 OVERVIEW OF PROJECT

1.1 The City of Vancouver (the “City”) invites Tenders for construction services for the construction of separated storm and sanitary sewer infrastructure and pavement improvements.

1.2 The Work generally includes, but is not limited to:

- a) Construction of approximately:
 - a. 581m of 300Ø DR35 sanitary sewer
 - b. 359m of 1050Ø C76 storm sewer
 - c. 178m of 900Ø C76 storm sewer
 - d. 17ea manholes - various sizes
 - e. 20ea storm and sanitary service connections
 - f. 157m of new CB leads
- b) Saw cutting of pavement/curb/sidewalk, trench restoration, permanent street restoration and surface repairs associated with the installation of the sewer main and associated activities;
- c) Abandonment, including CDF fill, of existing combined sewer main;
- d) Design, approval and installation of temporary structures to support existing BC Hydro underground transmission lines. Tenders will require BC Hydro crossings which will require the assistance of BC Hydro Transmission Maintenance Field Services to assist in supporting, protecting and restoring the existing 2L055 cable installation. A Transmission Line Relocation Agreement (TLRA) with BC Hydro will be required to perform the work;
- e) Contingency Item (s): Coast Mountain Bus Company (CMBC) coordination. and BC Hydro transmission maintenance field services support; and
- f) Optional Item: construction of protected bike lanes, including but not limited to: eradication of existing line painting, installation of new paint lines and symbols, and relocation/installation of signage.

1.3 Schedule

The following table shows the general schedule contemplated for the Work and will be included as a requirement in the contract.

Milestone	Date
Notice of Award	April 14, 2022
Draft submittals in response to Notice of Award (SSHSEP, TMP, OQM etc.)	April 28, 2022

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Final submittals in response to Notice of Award (SSHSEP, TMP, OQM etc.) and Notice to Proceed	June 9, 2022
Substantial Performance	October 28, 2022
Total Performance	November 25, 2022

- 1.4 The Work Site is located at West 49th Avenue in Vancouver, British Columbia. The Work Site is further described in the Tender Documents, including the Site Plan attached as Appendix 3.
- 1.5 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost-effectively perform and complete the Work.
- 1.6 IF A POTENTIAL TENDERER BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL TENDERER IS URGED TO CONTACT THE CONTACT PERSON AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL TENDERER REGARDING THE MATTER. SEE SCHEDULE "L" FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.

2.0 SUSTAINABILITY

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

3.0 TENDER DOCUMENTS

- 3.1 The Tender Documents consist of the following and include the documents referred in Section 3.3 below:
- (a) Part A - Introduction, and its appendices:
 - (i) Appendix 1 - Information Meeting Attendance Form;
 - (ii) Appendix 2 - Response Notification Form; and
 - (iii) Appendix 3 - Site Plan;
 - (b) Part B - Terms and Conditions of ITT Process;
 - (c) Part C - Form of Tender (including all schedules);

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- (d) Part D - Form of Agreement (including all schedules);
 - (e) Specifications (available separately and to be incorporated into the Contract);
 - (f) Drawings (available separately and to be incorporated into the Contract);
 - (g) the Geotechnical Report (available separately). The geotechnical report is included in the Tender Documents for information only and will not form part of the Contract. This report has been prepared for the Owner by an independent consultant. While the data contained therein is believed to be accurate, any opinions or recommendations are solely of the authors of the report. 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 Owner, nor any representative of the Owner, accepts responsibility for the contents of this report or for the suggestions and recommendations contained therein except for recommendations, if any, which have been specifically incorporated into the Specifications;
 - (h) the Environmental Management Concept Report (available separately);
 - (i) the Archaeological Overview Assessment Report (available separately);
 - (j) the General City of Vancouver Guidelines for Archaeological Chance Find Management (available separately);
 - (k) the BC Hydro As-builts, BC Hydro Specification for Thermal Backfill and Crushed Screenings For Underground Cable System and the City of Vancouver Typical Support System for Bottomless BC Hydro Transmission Duct Circuit 2L064 Drawing (available separately);
 - (a) the Concept Traffic Control Plan (available separately);
 - (b) the Coast Mountain Bus - Safety Work Procedures (available separately); and
 - (c) 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 Tender Documents, and the Specifications and Drawings other than those referred to in Section 3.3 below, may be accessed by potential Tenderers at the ftp site <https://webtransfer.vancouver.ca/>, using the user ID, PS20210388dl@coveftp01, and the password, r9cRaX2v.
- 3.3 The Specifications and Drawings include the Master Municipal Specifications and Standard Detail Drawings contained within Volume II of the Master Municipal Construction Document (printing 2019) as supplemented by Schedule 1 - Supplemental General Conditions part of the Part D - Form of Agreement and the City of Vancouver Standard Detail Drawings (Latest Edition) and City of Vancouver Construction Specifications (Latest Edition) both of which can be found at <https://vancouver.ca/streets-transportation/street-design-construction-resources.aspx>.
- 4.0 INFORMATION MEETING**
- 4.1 Tenderers are invited to attend an information meeting to be held online by Webex at 1:00 pm on Tuesday, November 30, 2021 (the “**Information Meeting**”)

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4.2 Tenderers are asked to pre-register for the Information Meeting by submitting the Information Meeting Attendance Form (Appendix 1) to the Contact Person by email prior to Friday, November 26, 2021.

4.3 Webex connection details for the Information Meeting will be provided to prospective Tenderers upon receipt of completed Information Meeting Attendance Form.

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 Tuesday, December 14, 2021.

5.2 It is the sole responsibility of each Tenderer to check the City's website at <http://vancouver.ca/doing-business/open-bids.aspx> regularly for addenda, amendments and questions and answers related to this ITT, which the City may issue at any time during the process, and for any reason, at its discretion.

6.0 CONDUCT OF ITT - INQUIRES AND CLARIFICATIONS

6.1 The City will have conduct of this ITT, and all communications are to be directed only to the Contact Person named on the cover page. Any communication from potential Tenderers to City staff other than the contact person regarding the content of this ITT may lead to disqualification of the Tenderer from this ITT process, at the City's sole discretion.

6.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

6.3 The City welcomes inquiries, 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 Tuesday, December 14, 2021, and must in each case be addressed to the attention of the Contact Person. In response to inquiries, requests for clarification or comments, the City, in its sole discretion, may make amendments to this ITT or may issue questions and answers to all Tenderers who have submitted a Response Notification Form and post them on the City's website.

7.0 ELIGIBILITY TO PARTICIPATE

7.1 This ITT is limited to Tenderers who have been pre-qualified by the City to submit a Tender as per RFEI PS20200102 Construction Services for Major Underground Utilities Contractor Prequalification - Contractor Pre-Qualification:

- Graham Infrastructure Ltd.
- Jacob Bros. Construction Inc.
- JJM Construction Ltd.
- BD Hall Constructors Corp.
- BEL Contracting

7.2 Notwithstanding Section 7.1, the City reserves the unrestricted right to consider and accept Tenders which are submitted by affiliates or joint venture partners of such pre-qualified Tenderers where, prior to or after the Closing Time, the Tenderer or its affiliate or joint venture

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partner provides documentation satisfactory to the City, in the City's sole discretion, that such entity or entities would have been pre-qualified by the City had such entity or entities initially applied in lieu of the pre-qualified entity.

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APPENDIX 1 (PART A) - INFORMATION MEETING ATTENDANCE FORM



CITY OF VANCOUVER
Supply Chain Management

Invitation to Tender No. PS20210388

To acknowledge your intent to attend the online 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:

Key Contact Person:

E-mail:

We will attend the Information Meeting for: ITT No. PS20210388, "CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE".

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
Purchasing Services

Invitation to Tender No. PS20210388

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:

Key Contact Person:

E-mail:

We **WILL** / **WILL NOT** submit a Tender in response to ITT No. PS20210388, "CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE" on or before the Closing Time.

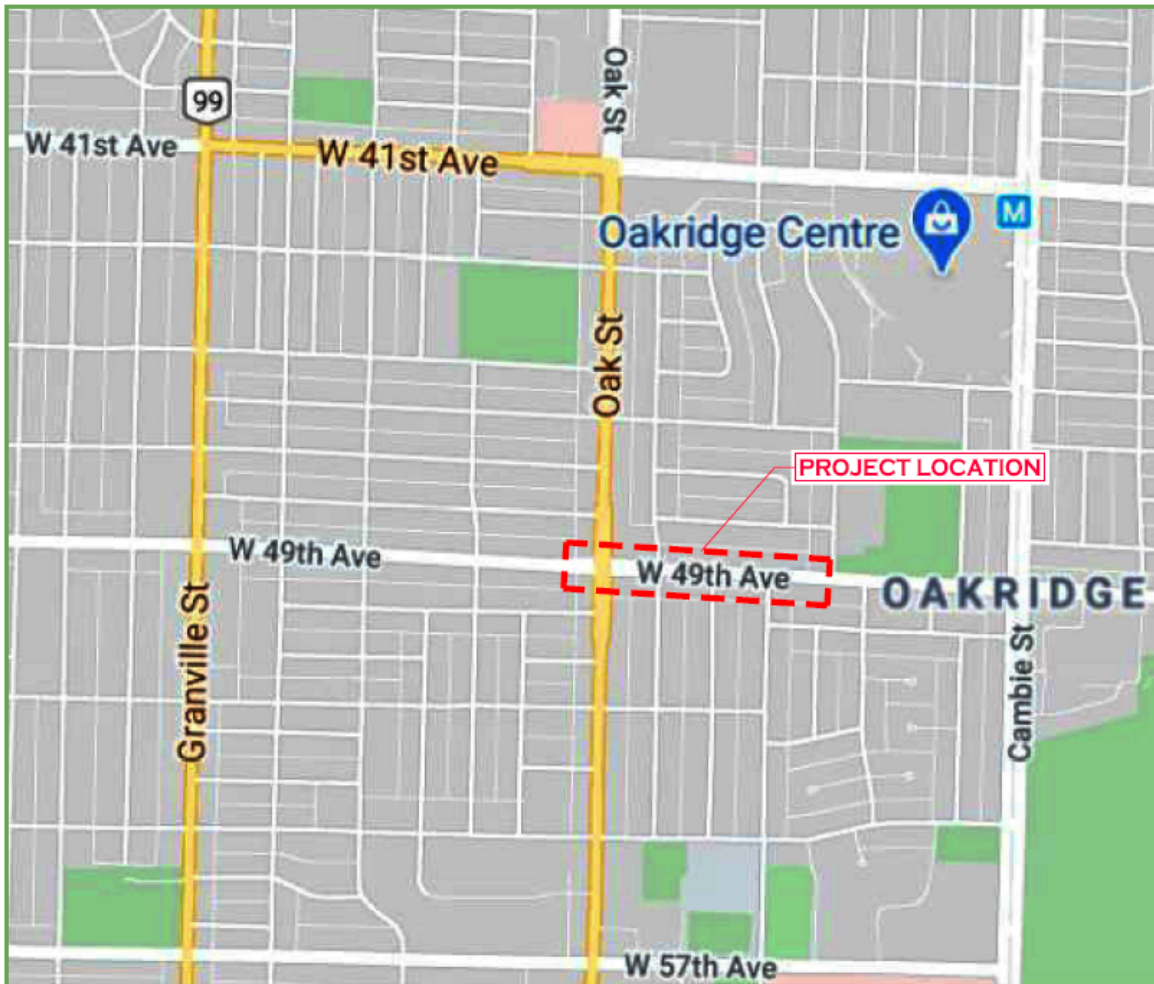
Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

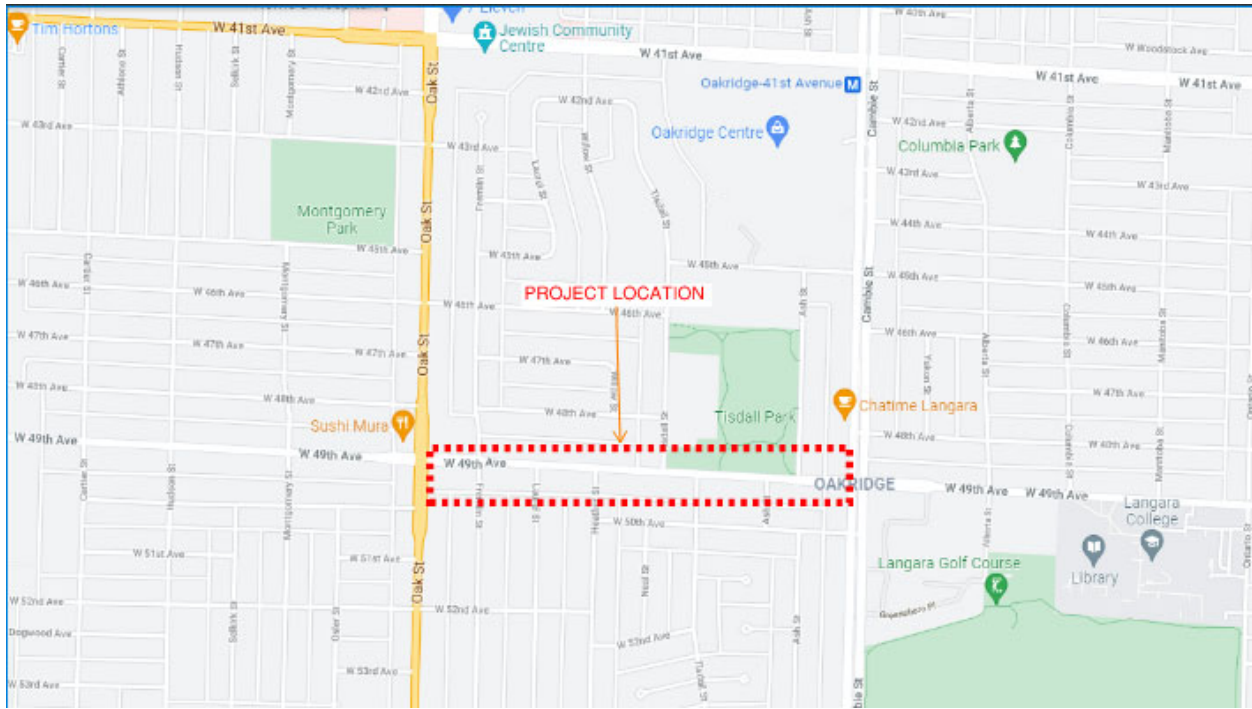
W 49th Ave Sewer Separation Site Map:



Note the Contractor is to secure space for Laydown area(s) for the Work. Refer to the Construction Staging Plan and Conceptual Traffic Management Plan which are available on the FTP site for Tenderers for proposed Laydown areas.

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APPENDIX 3 (PART A) - SITE PLAN

Optional Work Site Map - Protected Bike Lanes:



1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) **“City”** means the City of Vancouver;
- (b) **“Closing Time”** has the meaning set out on the cover page of this ITT;
- (c) **“Contract”** means a contract substantially in the form of Part D - Form Agreement, to be entered into between the City and a successful Tenderer;
- (d) **“Contract Administrator”** means the person or organization appointed by the City to be its exclusive agent for its management of the Contract and the Work and its related dealings with the Contractor;
- (e) **“Contractor”** means a Tenderer, the Tender of which the City has accepted, and which Tenderer has consequently entered into a Contract;
- (f) **“Drawings”** means the portion of the Tender Documents consisting of the graphic and pictorial representations of the Work or Work requirements;
- (g) **“Form of Tender”** means the form of tender in Part C - Form of Tender to this ITT on which Tenderers are to complete their Tenders;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time;
- (i) **“Information and Privacy Legislation”** includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the regulations thereunder;
- (j) **“Losses”** means, in respect of any matter, all:
 - (i) direct and indirect; and
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (k) **“Notice of Award”** has the meaning set out in Part C - Form of Tender;
- (l) **“Notice to Proceed”** has the meaning set out in Part C - Form of Tender;
- (m) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (n) **“Specifications”** means the portion of the Tender Documents consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work;

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PART B - TERMS AND CONDITIONS OF ITT PROCESS

- (o) **“Tender”** means a tender submitted to the City in response to this ITT, or as used in Part C - Form of Tender, a particular such entity;
- (p) **“Tender Contract”** means the contract between the City and each Tenderer governing the ITT process;
- (q) **“Tender Documents”** means the documents identified as such in Part A - Introduction;
- (r) **“Tenderer”** means an entity eligible to participate in this ITT process;
- (s) **“Tender Price”** means the amount stipulated by the Tenderer in the space provided therefor in the Form of Tender, including all applicable taxes, which price, for greater certainty, is the Tenderer’s proposed Contract Price to complete all of the Work;
- (t) **“Work”** means the total construction and related services required by the Tender Documents; and
- (u) **“Work Site”** or **“Site”** means the area or areas on or about the City’s property where the Work is to be carried out.

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

1.2 Interpretation

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

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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.
- 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 one hundred twenty (120) calendar days after the Closing Time. Each Tender must be accompanied by a bid bond valid for a period of one hundred twenty (120) 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 A bid bond must be submitted in an electronic or digital format and must meet the following criteria:
- (a) The version submitted by the Tenderer must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (b) The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the City, and in a single file. Allowable formats include pdf.
 - (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Section 3.2(a).

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- 3.3 Bonds failing the verification process will NOT be considered to be valid. Bonds passing the verification process will be treated as original and authentic.
- 3.4 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.
- 3.5 The bid bonds of unsuccessful Tenderers will be returned to them upon request at any time after the Contract is awarded. The bid bond of the Tenderer to whom the award is made will be returned upon request of the Tenderer following: execution of the Contract; delivery of a performance bond for 50% of the Tender Price (or the aggregate tendered price for the subset(s) of the Work in respect of which a Notice of Award has been given) and a labour and material payment bond for 50% of such price; commencement of the Work; and compliance with any other conditions set out in the Form of Tender. The cost of all bond premiums must be included in the Tender Price.
- 3.6 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.
- 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) Tenderers are notified that the lowest or any Tender need not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time, or cancel the ITT process, without further explanation or to accept any Tender that is considered advantageous to the City.
 - (b) Acceptance of any offer made within a Tender is contingent on funds being approved and a contract award being made by, or pursuant to authority delegated by, Vancouver City Council and the compliance of the Tenderer with the conditions required to be satisfied upon receipt of a Notice of Award.
 - (c) Tenders which fail to conform to the Tender Documents may or may not be disqualified or rejected. The City may or may not waive any non-compliance with the Tender Documents, including any material non-compliance, irregularity or anomaly, and

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including any non-compliance as to the timing of delivery of anything required by the Tender Documents, and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out in this ITT.

- (d) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of a Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the City may, prior to any Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation of the City to advise any other Tenderers or to allow them to vary their Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the City will have no liability to any Tenderer as a result of such acceptance of clarification.
- (e) The award of any Contract will be based on an evaluation of the Tenders by the City to determine which, in the City's opinion, offer the best overall value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or Tenderers' past work, reputations or experience. The City may also focus, where relevant, on the overall net impact of a Tender (or an offer therein) on the finances of the City (including both capital and operating costs). Therefore, the City may accept a Tender other than the lowest Tender.
- (f) If the City determines that all Tender Prices are too high, all Tenders may be rejected.
- (g) The City may, prior to any Contract award, agree, with the Tenderer considered to provide best value or any one or more Tenderers, to certain changes to the scope of the Work or certain changes to Contract conditions, in each case without having any duty or obligation to advise any other Tenderers or to allow them to vary their Tender Prices as a result of such changes, and the City will have no liability to any other Tenderer as a result of such changes. However, each Tender must be a tender in respect of the Work set forth herein, to complete that Work, under an agreement in the form of the Form of Agreement included as Part D of the ITT, and not propose variations thereto.
- (h) Each Tenderer acknowledges and agrees that the City will not be responsible for Losses incurred by the Tenderer as a result of or arising out of submitting a Tender, or due to the City's acceptance or non-acceptance of its Tender, or any part thereof, or any breach by the City of the Tender Contract between the City and the Tenderer, or arising out of any Contract award not being made in accordance with the express or implied terms of the Tender Documents.
- (i) The City may award a Contract on the basis of policies and preferences not stated in the Tender Documents or otherwise than as stated in the Tender Documents.
- (j) Prior to any Contract award, a Tenderer may be required to demonstrate financial stability. Should the City so request, a Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant.
- (k) City guidelines or policies that may be applicable to the ITT will not give rise to legal rights on the part of any Tenderer, Contractor, subcontractor, supplier, or other person as against the City and will in no case create any liability on the part of the City. For

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certainty, the City's Procurement Policy, as amended or replaced from time to time, is now agreed to be an internal guideline document and creates no legal rights or obligations with respect to this ITT.

- (l) The City may reject any Tender by a Tenderer that has engaged in collusion with another Tenderer or otherwise attempted to influence the outcome of the ITT other than through the submission of its Tender.
- (m) The City may elect, in its sole discretion, to accept for consideration Tenders that contain conditions or qualifications that are in the nature of corrections of typos or resolutions of internal inconsistencies in this ITT or the Form of Agreement in Part D, or that represent immaterial changes to the Form of Agreement in Part D and do not consist of changes of substance or changes to allocations of risk, or with respect to the scope of any Work, that are for the avoidance of doubt only and do not suggest any deviation from the requirements of the ITT. This Section 5.1(m) is a reservation of rights for the benefit of the City and no Tenderer may rely on this paragraph to qualify its Tender.

6.0 AWARD OF CONTRACT

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

7.0 EXAMINATION OF TENDER DOCUMENTS

- 7.1 Each Tenderer should examine the Tender Documents and must also satisfy itself of the extent of the Work. Each Tenderer must make its own estimate of the facilities and difficulties attending the performance and the completion of 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 this ITT, the City encourages the Tenderer to submit a written request to the City as far in advance of the Closing Time as is possible. The City will then consider whether or not to facilitate the

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request. In response to such a request, the City may elect to, itself, undertake a particular study and distribute the results to all Tenderers.

9.0 INTERPRETATION AND CLARIFICATIONS

- 9.1 If any Tenderer is in doubt as to the correct interpretation of any part of the Specifications, Drawings, or other Tender Documents, the Tenderer should request an interpretation of the same from the City by the time stated in Part A - Introduction, Section 6.3. In the absence of such a request, the Tenderer's Tender will be presumed to be based upon the interpretation that may be subsequently given in accordance with the Contract Documents, after award of a Contract.
- 9.2 Prior to the Closing Time, requests for clarification of the Specifications, Drawings, or other Tender Documents may be answered in writing by the City and sent to all prospective Tenderers who have submitted a Response Notification Form on or before the indicated deadline. The City is not responsible for any other explanations or interpretations of the Specifications, Drawings or other Tender Documents.

10.0 PRODUCT APPROVAL

- 10.1 Wherever any material, machinery, equipment or fixture (any "Product") is specified or shown in the Tender Documents by reference to a proprietary item, product or model number, catalogue number, manufacturer or trade name or similar reference, each Tenderer obligates 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, a Tenderer should submit a request in writing to the City at least five business days prior to the Closing Time. Requests must clearly define and describe the Product for which approval is requested. Requests should be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the items. Approval by the City will only be in the form of an addendum to the Specifications issued by the City.
- 10.3 Approvals of Products, as noted in clause 10.2 above, shall only be deemed effective insofar as the Products conform to the Specifications.

11.0 INSURANCE

- 11.1 Each Tenderer should ensure that it can maintain the insurance described in the Form of Agreement (Part D).
- 11.2 The Tenderer should complete and submit the "Certificate of Existing Insurance" attached as a Schedule to the Form of Tender, together with the "Undertaking of Insurance" attached as a Schedule to the Form of Tender.
- 11.3 Following Contract award, a successful Tenderer will be required to complete 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 The Tenderer acknowledges and agrees that the City will not be responsible for any Losses incurred by the Tenderer, including, without limiting the generality of the foregoing, any Losses incurred by the Tenderer directly or indirectly caused by any act or omission of the City or breach

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of any agreement or duty by the City, express or implied, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim whatsoever.

- 17.2 The Tenderer now indemnifies and will protect and save the City and any of its employees, advisors or representatives (including the Engineer) harmless from and against all Losses, in respect of any claim or threatened claim by any of its subcontractors, or materials or equipment suppliers alleging or pleading:
- (a) a breach of the Tender Contract by the City or any of its employees, advisors or representatives (including the 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 this ITT; or
 - (c) liability on any other basis related to the ITT or the Tender Contract.

18.0 DISPUTE RESOLUTION

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

19.0 CONFIDENTIALITY AND PRIVACY

- 19.1 Each Tender, once submitted to the City, will be held in accordance with the City's role as a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. Each Tender, upon submission to the City, will be received and held in confidence by the City, unless and to the extent that it is or must be disclosed pursuant to Information and Privacy Legislation or other applicable legal requirements, and except that the City may publicly disclose information about or from Tenders, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the ITT.
- 19.2 If unsuccessful, a Tenderer, at the City's request, shall destroy or return all copies and originals (in any format or medium) of the Tender Documents.

20.0 RELEASE OF INFORMATION RESTRICTED

- 20.1 The release of information about Tenders is restricted. Tenderers can obtain information concerning the names of the other Tenderers who have submitted a Tender and the Tender Price shown on each Form of Tender at the following website within 48 hours of the Closing Time. However, no other information is anticipated to be disclosed by the City.

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

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 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
 PART C - FORM OF TENDER

Tender of:			
	Legal Name of Person, Partnership or Corporation (the "Tenderer")		
Business Address:			
Postal or Zip Code:			
Cheques Payable to/Remit to Address:			
Postal or Zip Code:			
Key Contact Person:			
Telephone No.:			
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):	

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART C - FORM OF TENDER

1.0 TENDER PRICE AND SCHEDULE

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

ITT NO. <u>PS20210388</u>
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$ _____)
The Tender Price <i>includes all PST and GST.</i>

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

- (a) Subject to the City issuing a Notice to Proceed, the Work will begin by Thursday, June 10, 2022.
- (b) Substantial performance of the Work will occur by October 28, 2022.
- (c) Total performance of the Work will occur by November 25, 2022.

2.0 ELECTRONIC PAYMENTS ACKNOWLEDGEMENT

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

3.0 IRREVOCABILITY; NOTICE OF AWARD

The Tenderer agrees that this Tender will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing on the Closing Time, even if the Tender of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts the 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;
- (b) draft Construction Schedules prepared in accordance with Section 01 32 16.19S of the City of Vancouver Construction Specifications;

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PART C - FORM OF TENDER

- (c) a draft Traffic Management Plan and Traffic Control Plans prepared in accordance with Section 01 55 00S of the City of Vancouver Construction Specifications;
- (d) a completed Contractor's Pre-Contract Hazard Assessment Form (in the form of Schedule 11 to the Form of Agreement);
- (e) a draft Site-Specific Health, Safety and Environmental Plan prepared in accordance with Section 01 35 29.06S of the City of Vancouver Construction Specifications;
- (f) a draft Site-Specific Emergency Response Plan ("Emergency Response Plan") prepared in accordance with Section 01 35 29.06S of the City of Vancouver Construction Specifications;
- (g) a draft Erosion and Sediment Control Plan prepared in accordance with Section 01 57 01 of the City of Vancouver Construction Specifications;
- (h) a draft Quality Control Plan prepared in accordance with Section 1 45 00S of the City of Vancouver Construction Specifications;
- (i) a WorkSafeBC number and a "clearance letter" confirming that the Tenderer is in WorkSafeBC compliance;
- (j) a valid City of Vancouver business licence;
- (k) banking details to support payments by Electronic Funds Transfer (EFT); and
- (l) 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.

4.0 NOTICE TO PROCEED

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

- (a) commence the relevant Work within ten (10) Working Days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- (b) issue, post, and copy the City on the "Notice of Project" as and when required under section 20.2 of the *Occupational Health & Safety Regulation* (BC Regulation 296/97).

5.0 CONDITIONS

- (a) The Tenderer agrees that if the Tenderer receives a Notice of Award or a Notice to Proceed and fails or refuses to comply with the requirements stated in the foregoing clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be deemed to be a repudiation of the Tender Contract and refusal to enter into the relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another

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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 attached to this Form of Tender form an integral part of the same.

6.0 ADDENDA, AMENDMENTS AND QUESTIONS AND ANSWERS

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

Addendum No.
Amendment No.
Questions and Answers No.

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

7.0 CERTIFICATION

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

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PART C - FORM OF TENDER

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 in this Form of Tender and is bound thereby.

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

Per: _____

Name and Title: _____

Per: _____

Name and Title: _____

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

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

Witness signature

Witness name

Witness address

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

Details of the Tenderer's pricing for the Work, including of the Tender Price, are to be entered on and included with the Tender by way of the Excel spreadsheet therefor which can be found at the FTP internet site described in Part A - Appendix 1 - Section 3.2 of the ITT.

That completed Excel spreadsheet is to be included with this Schedule A to the completed Form of Tender as submitted to the City and as such will be an integral part of the Tender.

PLEASE READ AND FOLLOW THE INSTRUCTIONS BELOW AND RETURN WITH THE TENDER SUBMISSION

Each of the undersigned now acknowledges, represents and warrants that he or she has thoroughly reviewed the Tenderer's pricing as set out in the Excel spreadsheet the Tenderer has prepared and submitted with its Tender in accordance herewith and in doing so has verified and confirmed and is satisfied that the contents of that spreadsheet, so prepared and submitted, correctly and accurately represent the Tenderer's intentions for its pricing for the Work, including the Tender Price, and are consistent in all respects with all other parts of the Tender, and on that basis each of the undersigned hereby executes and submits this completed Schedule A as an complete, accurate and integral part of the Tenderer's Tender.

OPTIONAL WORK

All Work components or items set out in the Excel pricing spreadsheet described above or elsewhere in the ITT which are shown as being provisional items will be optional for the City and may or may not be included in the Work ultimately and therefore are not to be included in the Tender Price. For pricing purposes, all such provisional items that the City may at any time choose to proceed with as part of the Work will be treated as additional, optional or extra work pursuant to Section 7.4 of the General Conditions part of the Contract and in such circumstances the Tenderer's pricing for all such Work will be determined in accordance with the Tenderer's Excel pricing spreadsheet submitted with its Tender and as such will include all applicable (i) labour, material, equipment, and other costs therefor; (ii) all overhead and profit therefor, (iii) PST and (iv) all other taxes, duties, assessments, charges and fees applicable thereto, except GST.

SIGNED this _____ day of _____ 2021 by the duly authorized signatory or signatories of the Tenderer:

Per: _____

Name and Title: _____

Per: _____

Name and Title: _____

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

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by Thursday, June 10, 2022 and substantial performance is targeted for October 28, 2022. Please clearly define time requirements for project milestones identified in the table below. If necessary, please add an attachment to this Schedule.

Milestone	Date of Completion
Notice of Award	April 14, 2022
Draft Submittals	April 28, 2022
Submit final plans (SSHS&EMP, TMP, QMP etc.)	June 9, 2022
Notice to Proceed	June 10, 2022
Mobilize to site	
Substantial Performance	October 28, 2022
Total Performance	November 25, 2022

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20210388, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20210388
 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
 SCHEDULE "C" (PART C - FORM OF TENDER)

SCHEDULE "C"

SUBCONTRACTORS AND SUPPLIERS

1.0 SUBCONTRACTORS

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

Subcontractor	Address	Type of Work
		Preparation of TMP (P.Eng.)
		Traffic Control
		Survey Layout
		Utility Locates
		Drawings for support of underground BC Hydro duct bank (P.Eng., P.Geo.)
		Preparation of plans for support of watermains (P.Eng., P.Geo.)
		Sawcutting
		Milling
		Disposal of Excavated Materials
		Trucking
		Concrete Placement
		Asphalt Placement
		Quality Control Testing
		Line marking
		Optional Item: Eradication of existing paint lines
		Street Sweeping

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20210388, FORM OF TENDER - SCHEDULE C", and is to be signed by the Tenderer.

**INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "C" (PART C - FORM OF TENDER)**

2.0 SUPPLIERS

The Tenderer intends to use the following suppliers and manufacturers for the Work.

Supplier	Manufacturer	Supplier Address	Item
			PVC Pipe
			Castings
			Concrete Pipe
			Precast Concrete
			Ready Mix Concrete
			Aggregates
			Asphalt Plant
			Concrete Plant
			Equipment Rentals

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20210388, 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. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "E" (PART C - FORM OF TENDER)

SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

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

TABLE 1 - SCHEDULE OF LABOUR RATES

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

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

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

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

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20210388, 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

SCHEDULE "H"
CERTIFICATE OF INSURANCE
(TO BE COMPLETED IF AWARDED THE CONTRACT)



CERTIFICATE OF INSURANCE
Project Specific Insurance

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF PROJECT/CONTRACT:

ITT No. PS20210388 Construction Services for Sewer Separation - West 49th Avenue

- 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:

- Personal Injury
Cross Liability or Severability of Interest
Employees as Additional Insureds
Blanket Contractual Liability
Broad Form Products and Completed Operations
Broad Form Property Damage including Loss of Use
Non-Owned Auto Liability
Check Additional Extensions where applicable and included:
Work below ground level over 3 metres
Excavation, shoring, underpinning, pile driving or caisson
Demolition, removal or weakening of support of property
Blasting
Operation of hoist or attached machinery
24 months Completed Operations
36 months Completed Operations

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "I" (PART C - FORM OF TENDER)

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER)



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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

INVITATION TO TENDER NO. PS20210388 Construction Services for Sewer Separation - West 49th Avenue

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions:

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

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER _____ **Limits of Liability -**
 POLICY NUMBER _____ Combined Single Limit \$ _____
 POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

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

7. **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 _____ **Limits of Liability**
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "J" (PART C - FORM OF TENDER)

SCHEDULE "J"
UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: INVITATION TO TENDER NO. PS20210388 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE

Dear Sirs:

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

Dated at _____, British Columbia, this _____ day of _____ 2021.

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. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "K" (PART C - FORM OF TENDER)

SCHEDULE "K"
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

- (a) The Tenderer confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Tenderer or of any of its proposed subcontractors, or any other person related to the Tenderer's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- a. an official or employee of the City; or
 - b. related to or has any business or family relationship with an elected official or employee of the City,
- in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Tender by the City, and, in each case, except as set out, in all material detail in the section titled "Disclosure" in this Schedule "L".
- (b) The Tenderer confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the ITT obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to No Conflict of Interest Respecting Proposed Supply

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

Declaration as to No Collusion

The Tenderer confirms and warrants that:

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

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

Declaration as to Lobbying

The Tenderer confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "L" (PART C - FORM OF TENDER)

- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Tenderer or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the Tender or sought, other than through the submission of the Tender, to influence the outcome of the ITT,

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

Disclosure [Add disclosure here.]

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

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

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

Signature of Authorized Signatory for the Tenderer

Date

Name and Title

**INVITATION TO TENDER NO. PS20210388
 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
 SCHEDULE "M" (PART C - FORM OF TENDER)**

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.

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

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE "M" (PART C - FORM OF TENDER)

TABLE 2 - WORKING HOURS

The Tenderer should complete the following table setting out the intended normal working hours.

	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. PS20210388, FORM OF TENDER - SCHEDULE M", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20210388
 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
 SCHEDULE "N" (PART C - FORM OF TENDER)

SCHEDULE "N"

PROPOSED KEY PERSONNEL

The Tenderers should provide details of its key personnel that were named in the Contractors response to RFEI PS20200102 Construction Services for Major Underground Utilities - Contractor Prequalification and accepted by the City in the table below, proposed to facilitate and deliver the Work.

TABLE 1 - PROPOSED KEY PERSONNEL

Name	Current Position and Responsibilities (Including the Nature of any Supervisory or Management Responsibilities)	Key Duties Under This Contract	Relevant Qualifications and Training	Length of Service in Current Organisation	Experience in Current or Equivalent Position (Years)
	Project Manager				
	Superintendent				
	Foremen				
	Equipment Operator(s)				
	Prime Contractor Qualified Coordinator/Construction Safety Officer				
	Personnel responsible for assembling survey records for progress draws and record drawings				

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20210388, FORM OF TENDER - SCHEDULE N", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT



INVITATION TO TENDER ("ITT") NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE

FORM OF AGREEMENT

between

and

CITY OF VANCOUVER

_____, 20____

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT

This AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____.

BETWEEN:

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

(hereinafter referred to as the “**Owner**”)

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 R.F. Binnie and Associates Ltd. (hereinafter referred to as the “**Contract Administrator**” 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 CONTRACT ADMINISTRATOR

The *Owner* hereby designates and appoints the *Contract Administrator* 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 *Contract Administrator* 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 *Contract Administrator* by the *Owner*, the *Contract Administrator* 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 *Contract Administrator*, and all references to the *Contract Administrator* 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 *Contract Administrator* 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 *Contract Administrator* has been designated and appointed as its sole and exclusive agent.

ARTICLE 2 WORK

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT

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*.

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 - Supplemental General Conditions;
 - (ii) Schedule 2 - Specifications and Drawings (all Specifications and Drawings listed in Schedule 2 but not included there are incorporated by reference);
 - (iii) Schedule 3 - Schedule of Quantities and Prices;
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 - Construction 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 - City Pre-Contract Hazard Assessment Form;
 - (xi) Schedule 11 - Contractor Pre-Contract Hazard Assessment Form;
 - (xii) Schedule 12 - Contractors Key Personnel;
- (b) the “Master Municipal General Conditions” contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the Supplemental General Conditions attached hereto as Schedule 1 (collectively, the “**General Conditions**”);
- (c) the Tender,
- (d) the *Specifications* and *Drawings* (i.e., those not included in Schedule 2 but incorporated herein by reference);
- (e) the *Construction Schedules* provided by the *Contractor* to the *Owner* (incorporated by reference);
- (f) the *Traffic Management Plan and Traffic Control Plans* provided by the *Contractor* to the *Owner* (incorporated by reference);

- (g) the *Site Specific Construction Health, Safety and Environmental Plan* provided by the *Contractor* to the *Owner* (incorporated by reference);
- (h) the *Site Specific Emergency Response Plan* provided by the *Contractor* to the *Owner* (incorporated by reference);
- (i) the *Erosion and Sediment Control Plan* provided by the *Contractor* to the *Owner* (incorporated by reference);
- (j) the *Quality Control Plan* provided by the *Contractor* to the *Owner* (incorporated by reference); and
- (k) the *Coast Mountain Bus - Safety Work Procedures* (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 *Construction Schedule*. The *Contractor* will:
- (a) achieve *Substantial Performance* of the *Work* on or before October 28, 2022;
 - (b) achieve *Total Performance* the *Work* on or before November 25, 2022;
- (collectively, the “**Contract Time**”), subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 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.

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT

- (d) All amounts are in Canadian dollars.
- (e) The *Contract Price* shall be subject to adjustments as provided for in the *Contract Documents*.
- (f) 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.

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 address:

Owner:

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

Attention: [insert],

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

Contract Administrator:

[insert]

- 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 business day following the mailing thereof.

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT

ARTICLE 7 GENERAL

- 7.1 All capitalized terms used by not defined in this Agreement shall have the meaning given to them in the *General Conditions*.
- 7.2 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- 7.3 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*.
- 7.4 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.
- 7.5 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.
- 7.6 This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.

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

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
PART D - FORM OF AGREEMENT

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: Category Manager

Signature: _____

Name: _____

Title: Chief Purchasing Officer

Signature: _____

Name: _____

Title: General Manager, Engineering Services Department

Signature: _____

Name: _____

Title: Director, Legal Services Department

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

INVITATION TO TENDER NO. PS20210388
 CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
 SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions are supplemental to the General Conditions and modify them as follows:

- | | | | |
|------|---|--|--|
| 1.0 | DEFINITIONS | In the Contract Documents the following capitalized and italicized words and definitions will apply. Where a definition refers to a paragraph in the Contract Documents the definition is contained in that paragraph and the defined term is indicated as capitalized, in quotations and in brackets. | |
| 1.1 | Abnormal Weather | Delete 1.1 and replace as follows: | “ Abnormal Weather ” means a weather condition that affects the <i>Place of the Work</i> , that is more severe or of a longer duration than the weather conditions that a person experienced with the <i>Place of the Work</i> would reasonably anticipate and that has a materially adverse effect on the <i>Contractor’s</i> performance of the <i>Work</i> . Benchmarks shall be determined by monthly historical data for the <i>Place of the Work</i> , with consideration of annual variation in monthly trends over a 5-year period preceding the construction period. |
| 1.5 | Alternate Tender | Delete 1.5 | |
| 1.6 | Approved Equal | Delete 1.6.1 and replace with | “ Approved Equal ” has the meaning given to it in GC 4.20. |
| 1.7 | Approved Equipment Rental Rate Guide | Deleted 1.7 | |
| 1.9 | Bid Security | Delete 1.9.1 and replace with | “ Bid Security ” means the bid security required of the Contractor pursuant to the terms of the Invitation to Tender. |
| 1.21 | Contract Administrator | Delete 1.21.1 and replace with | “ Contract Administrator ” means the person, firm or corporation appointed by the <i>Owner</i> and identified by the <i>Owner</i> in writing to the <i>Contractor</i> . The <i>Contract Administrator</i> may be the <i>Owner’s</i> Engineer, an employee of the <i>Owner</i> or a third party engaged by the <i>Owner</i> . |
| 1.22 | Contract Document | Delete 1.22.1 and replace with | “ Contract Documents ” means the documents set out in Article 3 of the <i>Contract</i> . |
| 1.23 | Contract Drawing | Delete 1.23.1 and replace with | “ Contract Drawing ” means a drawing included in Schedule 2 to the <i>Contract</i> , entitled “Specifications and Drawings”. |
| 1.24 | Contract Price | Delete 1.24.1 and replace with | “ Contract Price ” means the amount stipulated in Article 5 of the <i>Contract</i> . |
| 1.33 | Drawings | Delete 1.33.1 and replace with | “ Drawings ” means, collectively, the <i>Contract Drawings</i> , the <i>City of Vancouver Standard Detail Drawings</i> and the <i>MMCD Standard Detail Drawings</i> . |
| 1.40 | Hazardous Materials | Delete 1.40.1 and replace with | “ Hazardous Materials ” means any substance or material that is prohibited, controlled or regulated |

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			by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
1.46	Notice of Award	Delete 1.46.1 and replace with	“Notice of Award” has the meaning set out in the Invitation to Tender.
1.47	Notice to Proceed	Delete 1.47.1 and replace with	“Notice to Proceed” has the meaning set out in the Invitation to Tender.
1.49	Other Contractor	Append to 1.49.1	“Other Contractor” may include the <i>Owner’s</i> own work crews.
1.51	Owner	Delete 1.51 and replace with	“Owner” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of the <i>Street</i> , but expressly excludes the City of Vancouver, acting in its regulatory capacity.
1.55	Preliminary Construction Schedule	Delete 1.55.1 and replace with	“Preliminary Construction Schedule” means the schedule submitted by the Contractor as part of its Tender and attached as Schedule 5 of the Contract Documents.
1.60	Schedule of Quantities and Prices	Delete 1.60.1 and replace with	“Schedule of Quantities and Prices” means Schedule 3 of the Contract Documents.
1.64	Site Inspector	Delete and replace with 1.64.1	“Site Inspector” means the person appointed by the <i>Owner or Contract Administrator</i> as set out in GC 3.4.6.
1.67	Substantial Performance	Delete 1.67.1 and replace with	“Substantial Performance” means that the Work is “substantially performed” in accordance with the criteria set out in Section 1(2) of the <i>Builders Lien Act</i> (British Columbia).
1.70	Tender Closing Date and Tender Closing Time	Delete 1.70 and replace with	“Tender Closing Date” and “Tender Closing Time” have the meanings set out in the Invitation to Tender.
1.71	Tender Price	Delete 1.71.1 and replace with	“Tender Price” has the meaning set out in the Invitation to Tender.
1.79	Approved Abatement Contractor	Add 1.79.1	“Approved Abatement Contractor” means a Hazardous Materials contractor approved by the <i>Owner</i> as set out in the <i>Invitation to Tender</i> .
1.80	City	Add 1.80.1	“City” means the City of Vancouver and shall have the same definition as <i>Owner</i> .
1.81	City Engineer	Add 1.81.1	“City Engineer” means the General Manager of Engineering Services with the City of Vancouver or his / her delegate.

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1.82	City of Vancouver Construction Specifications	Add 1.82.1	<i>“City of Vancouver Construction Specifications”</i> means the manual of supplementary <i>Specifications</i> to the MMCD produced by the City of Vancouver.
1.83	City of Vancouver Standard Drawings	Add 1.83.1	<i>“City of Vancouver Standard Detail Drawings”</i> means the manual of supplementary standard detail drawings to the MMCD produced by the City of Vancouver.
1.84	Competent Authority	Add 1.84.1	<i>“Competent Authority”</i> means: <ul style="list-style-type: none">(a) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;(b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or(c) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing.
1.85	Engineer	Add 1.85.1	<i>“Engineer”</i> means the <i>City Engineer</i> .
1.86	Environmental Law	Add 1.86.1	<i>“Environmental Law”</i> means any Law which imposes any obligations relating to: <ul style="list-style-type: none">(a) the protection, management, conservation or restoration of the natural environment;(b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Materials; and(c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Materials, including those pertaining to occupational health and safety.

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1.87	Intellectual Property Rights	Add 1.87.1	<p>“Intellectual Property Rights” means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing.</p>
1.88	Invitation to Tender	Add 1.88.1	<p>“Invitation to Tender” means the Owner’s Invitation to Tender No. PS20210388.</p>
1.89	Key Personnel	Add 1.89.1	<p>“Key Personnel” means the Contractor’s or Subcontractor’s personnel identified as key personnel in the Invitation to Tender.</p>
1.90	Laws	Add 1.90.1	<p>“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Work, the Contractor, the Site or any other lands affected by the Work.</p>
1.91	Living Wage	Add 1.91.1	<p>“Living Wage” means the hourly wage established by the <i>Living Wage Certifier</i> 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.</p>
1.92	Living Wage Certifier	Add 1.92.1	<p>“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 <i>Living Wage</i> certification entity designated by the <i>Owner</i> to the <i>Contractor</i> in writing.</p>
1.93	Living Wage Employee	Add 1.93.1	<p>“Living Wage Employee” means any and all employees of the <i>Contractor</i> and all <i>Subcontractors</i> of the <i>Contractor</i> that perform any part of the <i>Work</i> on a property owned by or leased to the <i>Owner</i>, including all <i>Streets</i>, sidewalks and other public rights-of-way, for at least one consecutive hour, but</p>

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			excluding <i>Students</i> , volunteers and employees of <i>Social Enterprises</i> .
1.94	Maintenance Security Holdback	Add 1.94.1	“Maintenance Security Holdback” has the meaning given to it in GC 18.4.6.
1.95	MMCD Specifications	Add 1.95.1	“MMCD Specifications” means the <i>Specifications</i> contained within Volume II of the Master Municipal Construction Document, as further described in GC 2.5.
1.96	MMCD Standard Detail Drawings	Add 1.96.1	“MMCD Standard Detail Drawings” means the Standard Detail Drawings published by the Master Municipal Construction Documents Association, 2009 version.
1.97	Project Specific Specifications	Add 1.97.1	“Project Specific Specifications” means the <i>Specifications</i> listed in Schedule 2 to the Agreement.
1.98	Quality Audit	Add 1.98.1	“Quality Audit” means those planned activities to determine the degree of compliance of day-to-day practices to the defined systems and procedures.
1.99	Quality Management	Add 1.99.1	“Quality Management” means the determination and execution of quality policy across a project. <i>Quality Management</i> includes <i>Quality Assurance (QA)</i> , <i>Quality Control (QC)</i> , and <i>Quality Audits</i> .
1.100	Reasonable Time	Add 1.100.1	“Reasonable Time” means, unless otherwise agreed to in writing, 5 <i>Days</i> .
1.101	Record Drawings	Add 1.101.1	“Record Drawings” are the design drawings which have been amended as required to reflect the actual constructed <i>Work</i> .
1.102	Release	Add 1.102.1	“Release” means any release or discharge of any Hazardous Materials including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.
1.103	Social Enterprise	Add 1.103.1	“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.
1.104	Specifications	Add 1.104.1	“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 <i>Work</i> .

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1.105	Street	Add 1.105.1	<i>“Street”</i> means public rights-of-way belonging to the City of Vancouver and includes lanes.
1.106	Student	Add 1.106.1	<i>“Student”</i> means an individual who is enrolled in a school, college, university or other educational institution and is employed by the <i>Contractor</i> or a <i>Subcontractor</i> , as the case may be, to obtain practical workplace experience as a requirement of or credit for their education.
1.107	Tender	Add 1.107.1	<i>“Tender”</i> means the Contractor’s tender, tendered in response to the Invitation to Tender.
1.108	Third-Party Property	Add 1.108.1	<i>“Third-Party Property”</i> means a property owned by a third party on which some or all of the Work is to be performed.
1.109	Third-Party Utility	Add 1.109.1	<i>“Third-Party Utility”</i> means a utility within a City of Vancouver right-of-way other than those owned by the City of Vancouver.
1.110	Warranty Period	Add 1.110.1	<i>“Warranty Period”</i> shall have the same meaning as <i>Maintenance Period</i> .
2.0	DOCUMENTS		
2.1	Execution	Add 2.1.0	The <i>Contractor</i> shall deliver all required submittals as described in the <i>Notice of Award</i> , and in a format acceptable to the <i>Owner</i> within the time specified in the <i>Notice of Award</i>
		Delete 2.1.1	Delete 2.1.1
		Delete 2.1.2 and replace with	The <i>Contractor</i> shall sign the <i>Contract Documents</i> and return them to the <i>Contract Administrator</i> within 15 <i>Days</i> after receiving them and the <i>Contract Administrator</i> shall forward them to the <i>Owner</i> for signing.
2.2	Interpretation	Delete 2.2.4 and replace with	Should any difference exist between the <i>Drawings</i> and <i>Specifications</i> , or should any errors or inconsistency occur in any or between any of the <i>Drawings</i> and <i>Specifications</i> , the <i>Contractor</i> , before proceeding, shall bring them to the attention of the <i>Contract Administrator</i> . The <i>Contract Administrator</i> shall resolve the error or inconsistency and the <i>Contractor</i> shall proceed with the <i>Work</i> in the manner directed by the <i>Contract Administrator</i> . The <i>Contract Administrator</i> will furnish from time to time such detail drawings and specifications as the <i>Contract Administrator</i> may consider necessary for the <i>Contractor’s</i> guidance. These detail drawings and specification shall be considered <i>Drawings</i> and <i>Specifications</i> , respectively, and shall take precedence over any previously furnished <i>Drawings</i> or <i>Specifications</i> , and shall be considered as explanatory of them and not as indicating

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Changes in the *Work* or as giving rise to any entitlement to a change in the *Contract Price*.

The *Contract Documents* shall govern and take precedence in the following order or priority with the *Contract* taking precedence over all other *Contract Documents*:

- (a) *Agreement*
- (b) *Addenda*
- (c) *Supplemental General Conditions*
- (d) *Specifications listed in Schedule 2 to Agreement*
- (e) *Contract Drawings*
- (f) *MMCD General Conditions*
- (g) *City of Vancouver Construction Specifications*
- (h) *MMCD Specifications*
- (i) *City of Vancouver Standard Detail Drawings*
- (j) *MMCD Standard Detail Drawings*
- (k) *Tender*
- (l) *Invitation to Tender*
- (m) *All other Contract Documents*

Drawings of a larger scale shall govern over *Drawings* at a smaller scale.

Documents of later date shall govern a similar type of document of an earlier date. Figured dimensions on a *Drawing* shall govern over scaled measurements on the same *Drawing*. Scaling of dimensions, if done, is done at the *Contractor's* own risk. All dimensions on the *Drawings*, except as noted thereon, are shown in metric units.

The *Drawings* forming part of the *Contract* are intended to show the position and extent of the *Work*, 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*.

Add 2.2.5

Notwithstanding GC 2.2.4, 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

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			<p>discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:</p> <p>(1) the more stringent will take precedence over the less stringent;</p> <p>(2) the more expensive item will take precedence over the less expensive; and</p> <p>if none of the foregoing rules (1) and (2) can be applied by the <i>Contract Administrator</i>, the more specific provision will take precedence over the less specific.</p>
		Add 2.2.6	In this <i>Contract</i> , the masculine includes the feminine and bodies corporate, and each includes the others. Also, any reference to the singular includes the plural where appropriate.
2.3	Instructions to Tenderers, General Conditions, Specifications, Standard Detail Drawings	Delete 2.3.1	Delete 2.3.1
2.4	Copies of Contract Documents	Append to 2.4.1	All <i>Drawings, Specifications</i> , model and copies thereof furnished by the <i>Contract Administrator</i> are and shall remain the <i>Owner's</i> property. Such documents and models are to be used only with respect to the <i>Work</i> , are not to be copied or revised in any manner without the written authorization of the <i>Contract Administrator</i> and are to be returned to the <i>Contract Administrator</i> on request at the completion of the <i>Work</i> .
2.5	Master Municipal Specifications and Standard Detail Drawings	Add 2.5	The <i>Contract Documents</i> incorporate by reference the "Master Municipal Specifications and Standard Detail Drawings" contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the City of Vancouver Standard Detail Drawings (rev. September 2019) and the City of Vancouver Construction Specifications (rev. November 2019).
3.0	CONTRACT ADMINISTRATOR		
3.1	Appointment	Delete 3.1.2 and replace with	If for any reason the <i>Contract Administrator's</i> appointment is discontinued, then the <i>Owner</i> shall immediately notify the <i>Contractor</i> and appoint a replacement.
3.2	Authority	Add 3.2.3	Resolution of any discrepancy in technical nature between this manual, and any other referenced sources such as <i>MMCD</i> that is not covered by other <i>City</i> regulations, shall be at the sole discretion of the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> .

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3.3	Contract Administrator	Append to 3.3.7	The <i>Contract Administrator</i> is not required to acknowledge any communications from the <i>Contractor's</i> personnel, except for the <i>Superintendent</i> set out in the <i>Contract</i> . Any communications which occurs with personnel other than the <i>Superintendent</i> , regardless of format, which are not acknowledged by the <i>Contract Administrator</i> in writing, may, at the <i>Contract Administrator's</i> sole discretion shall have no bearing on any portion of the <i>Contract</i> .
		Delete 3.3.8 and replace with	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , shall conduct inspections to determine the dates of <i>Substantial Performance</i> and <i>Total Performance</i> .
		Add 3.3.10	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , has the authority to stop the progress of the <i>Work</i> whenever in the <i>Contract Administrator's</i> opinion such stoppage may be necessary to ensure the safety of life, or the <i>Work</i> or neighbouring property. This includes authority to make <i>Changes</i> in the <i>Work</i> , and to order, assess and award the cost of work extra to the <i>Contract</i> or otherwise, as may in the <i>Contract Administrator's</i> opinion be necessary in such circumstances. The <i>Contract Administrator</i> shall within 2 <i>Days</i> confirm in writing any instructions given verbally.
3.4	Inspection and Site Inspector	Append to 3.4.6	Such inspections may extend to any or all parts of the <i>Work</i> and to the preparation or manufacture of the products to be used whether on <i>Site</i> or elsewhere. <i>Site Inspectors</i> and surveyors shall not be authorized to revoke, alter, enlarge or accept any portion of the <i>Work</i> or to issue instructions contrary to the <i>Drawings</i> and <i>Specifications</i> .
		Add 3.4.9	In the absence of <i>Contract Administrator</i> , any of the <i>Contract Administrator's</i> personnel, whom the <i>Contract Administrator</i> may designate in writing to the <i>Contractor</i> to supervise the <i>Work</i> , shall have (subject to the instructions of the <i>Contract Administrator</i>) full power to decide as to the manner of conducting and executing the <i>Work</i> in every particular aspect, subject to the limitations to the <i>Contract Administrator's</i> authority as contained within the <i>Contract Documents</i> , and the <i>Contractor</i> shall follow the instructions or orders of the person so designated.
3.5	Progress Payments	Add 3.5.2	The <i>Contractor</i> shall provide the <i>Contract Administrator</i> with daily breakdowns of units installed as it relates to payment, complete with corresponding weigh tickets or other relevant documentation. These summaries will be provided on intervals determined by the <i>Contract Administrator</i> , but will be no greater than 5 <i>Days</i> .

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		Add 3.5.3	The <i>Contractor</i> shall not work on the <i>Site</i> , or cause the delivery of materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present, unless otherwise approved in writing by the <i>Contract Administrator</i> .
3.6	Contract Interpretation and Decisions	Delete 3.6.1 and replace with	The <i>Contract Administrator</i> will be the interpreter of the <i>Contract Documents</i> and the judge of the performance of both parties to the <i>Contract</i> . Interpretations and decisions of the <i>Contract Administrator</i> shall be consistent with the <i>Contract Documents</i> .
		Add 3.6.4	Notwithstanding GC 3.6.3, on all questions relating to the acceptability of material, machinery or plant equipment, classifications of material or <i>Work</i> , the proper execution, progress or sequence of the <i>Work</i> , quantities and the interpretation of these <i>Specifications</i> or <i>Drawings</i> , the decision of the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , shall be final and binding, and shall be a condition precedent to any payment under the <i>Contract</i> .
4.0	CONTRACTOR		
4.1	Control of the Work	Add 4.1.0	<p>The <i>Contractor</i> shall not commence the <i>Work</i> or procure any material therefore until it has received the <i>Notice to Proceed</i> from the <i>Owner</i>. Forthwith after the receipt of the <i>Notice to Proceed</i>, the <i>Contractor</i> shall at once begin and continuously carry on to completion (subject as herein provided) the <i>Work</i> and shall complete and give full possession thereof to the <i>Owner</i> before the date for <i>Total Performance</i> specified herein, unless a longer period shall be allowed in writing by the <i>Contract Administrator</i>, in which case it shall be carried on to completion and possession given to the <i>Owner</i> within the additional time so allowed. No progress or interim estimate or certificate shall release the <i>Contractor</i> or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any <i>Work</i> or material, or as a waiver of any condition herein.</p> <p>The whole <i>Work</i> and every portion and detail thereof shall, at the time of completion, be put and left by the <i>Contractor</i> in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the <i>Drawings</i> and <i>Specifications</i> in every particular aspect; and all surplus and refuse material and rubbish must be removed by the <i>Contractor</i> from the vicinity of the <i>Work</i>; the <i>Site</i> must be left by the <i>Contractor</i> in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sod, trees,</p>

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			<p>shrubs and plants, or other things injured or interfered with by the <i>Contractor</i>, or in any way due to its <i>Work</i>, must be made good by the <i>Contractor</i>; all wages must be paid, and every other requirement of the <i>Contract</i> must be complied with by the <i>Contractor</i>.</p>
		Add 4.1.3	<p>The <i>Contractor</i> shall maintain all areas disturbed with competent temporary repair to the satisfaction of the <i>Contract Administrator</i>, in consultation with the <i>City Engineer</i>, until such areas are permanently repaired. In the event the <i>Contractor</i> fails or neglects to carry out such tasks for whatever reasons, the <i>City</i> may do the necessary repairs at the expense of the <i>Contractor</i>.</p>
4.3	Protection of Work, Property, and the Public	Delete 4.3.1 and replace with	<p>In performing the <i>Work</i>, the <i>Contractor</i> shall protect the <i>Work</i> and the <i>Owner's</i> property and other person's property from damage. The <i>Contractor</i> shall at the <i>Contractor's</i> own expense make good any such damage which arises as the result of the <i>Contractor's</i> operations.</p>
		Append to 4.3.4(1)	<p>It shall be the responsibility of the <i>Contractor</i> to locate all existing mains and services, including but not limited to: water, gas, electricity, telephone, sewers, drains, catchbasin leads, and culverts to preserve and protect them from damage during the <i>Work</i>, and to arrange for their relocation if required. No payment will be made to the <i>Contractor</i> for the cost of finding these mains and services or the delay incurred by checking and adjusting lines and/or grades to avoid conflict with these mains and services. The <i>Contractor</i> shall avoid interruptions to services and the use of "cut and replace" methodology except with the express written consent of the <i>Contract Administrator</i>, in consultation with the <i>City Engineer</i>.</p> <p>The <i>Contractor</i> shall notify the <i>Contract Administrator</i> of any conflict between existing mains and services and the <i>Work</i> described in the <i>Contract Documents</i> for the <i>Contract Administrator</i> to revise the <i>Work</i> accordingly. The <i>Contractor</i> will be responsible for the cost of adjusting or relaying any previously completed existing work as a result of conflicting utilities. If relocation of existing mains and services is required by any direct conflict between these mains and services and the <i>Work</i> in the <i>Contract Documents</i> which, in the opinion of the <i>Contract Administrator</i>, cannot be avoided by adjustments in the location of the <i>Work</i>, the cost of the relocation shall be borne by the <i>Owner</i>.</p>
		Append to 4.3.4(2)	<p>In performing <i>Work</i> on or near <i>Third-Party Utilities</i> or where it is necessary to cut, move or alter these <i>Third-Party Utilities</i>, the <i>Contractor</i> shall communicate and coordinate with the <i>Third-Party</i></p>

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- Utility* as it relates to schedule, timing, site safety and compliance in the utility alterations or relocations as part of performing the overall *Work*.
- Add 4.3.4(4) The Contractor shall submit a confirmation letter to the *Contract Administrator*, at least 1 week prior to any excavation *Work*, confirming that the *Contractor* has identified all the existing utilities within the proposed alignments and trenches, and no conflicts exist between the existing utilities and the proposed *Work*.
- Add 4.3.7 Before commencing any construction *Work* as described in the *Drawings* and *Specifications*, the *Contractor* shall provide to the *Contract Administrator* photographs of pre-existing conditions of the area that will be disturbed during construction operations. Photographs must be obtained as follows:
- (1) Every 10m interval in easements;
 - (2) Every 20m interval in paved areas;
 - (3) Wherever any tree or structure may be damaged due to construction activity; and,
 - (4) Any other location as directed by the *Contract Administrator*.
- The photographs shall be taken with a digital camera 5 megapixels or better and catalogued in albums saved on flash drives.
- Add 4.3.8 The extents of rights-of-way to be provided by the *Owner* is shown on the *Contract Drawings*.
- Where any part of the *Work* is to be performed on *Third-Party Property*, the *Owner* shall arrange for and acquire required rights-of-way. The *Contractor* shall perform all such *Work* in accordance with all agreements between the *Owner* and each *Third-Party Property* owner.
- On completion of any *Work on a Third-Party Property*, the *Contractor* shall deliver to the *Contract Administrator*, a formal release in writing, in a form provided by the *Owner*, signed by the owner *Third-Party Property* on which the *Work* was performed, verifying that the *Contractor* has restored the *Third-Party Property* to that owner's satisfaction, and that the *Third-Party Property* owner is waiving all claims upon the *Contractor* or the *Owner* as a result of the *Work*.
- Where the *Contractor* makes private arrangements for the use of *Third-Party Property*, the *Contractor* shall obtain a signed document from the owner of the *Third-Party Property* granting such permission to the *Contractor* and provide a copy to the *Contract Administrator*.

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		Add 4.3.9	If the <i>Contractor</i> does not make good any damage caused to a <i>Third-Party Property</i> in a timely and satisfactory manner, then at the discretion of the <i>Contract Administrator</i> , <i>Other Contractors</i> may be engaged by the <i>Owner</i> to make good the damage caused by the <i>Contractor</i> , with the costs of such repair work to be deducted from progress payments owing to the <i>Contractor</i> or otherwise recovered from the <i>Contractor</i> .
4.4	Temporary Structures and Facilities	Append to 4.4.1	The <i>Contractor</i> will submit designs and plans for temporary structures and facilities to the <i>Contract Administrator</i> for review and comment, but such review shall not relieve the <i>Contractor</i> of any responsibility. The <i>Contractor</i> shall make good at the <i>Contractor's</i> expense immediately all defects arising from the <i>Contractor's</i> faulty design, equipment or application thereof.
		Add 4.4.3	Temporary structures erected by the <i>Contractor</i> shall remain the <i>Contractor's</i> property and be removed from the <i>Site</i> on completion of the <i>Work</i> .
4.5	Errors, Inconsistencies or Omissions in the Contract Documents	Add 4.5.4	Any work or material not herein specified or shown on the <i>Drawings</i> , but which by fair implication, in the judgement of the <i>Contract Administrator</i> , should be included therein, shall be done or furnished by the <i>Contractor</i> as part of their <i>Contract</i> as though shown or included in the <i>Drawings</i> and <i>Specifications</i> .
4.6	Construction Schedule	Delete 4.6.1 and replace with	<p>The <i>Contractor</i> shall prepare and submit to the <i>Contract Administrator</i>, within 10 <i>Days</i> after issuance of the <i>Notice of Award</i>, a construction schedule (the "<i>Baseline Construction Schedule</i>") consistent with the <i>Substantial Performance</i> and <i>Total Performance</i> dates set out herein. This schedule is in addition to the <i>Preliminary Construction Schedule</i> provided in the <i>Contractor's</i> Tender, showing additional details and all dates on which each material component of the <i>Contractor's</i> proposed program of operations will be performed so as to attain <i>Substantial Performance</i> and <i>Total Performance</i> on the required dates. The <i>Contract Administrator</i> will review schedules and return reviewed copy within 10 <i>Days</i> after receipt. <i>Contractor</i> shall resubmit finalized schedules within 5 <i>Days</i> after return of reviewed copy. Instruct recipients to report any problems anticipated with the schedule to <i>Contractor</i> within 10 <i>Days</i>.</p> <p>The <i>Construction Schedule(s)</i> must be in conformance with the Construction Schedule requirements set out in the <i>Specifications</i>.</p> <p>The <i>Contractor</i> shall immediately advise the <i>Contract Administrator</i> of any deviations from, or proposed changes to, the <i>Construction Schedule</i>. If,</p>

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		<p>in the opinion of the <i>Contract Administrator</i>, the <i>Construction Schedule</i> as submitted is inadequate to ensure the completion of the <i>Work</i> within the time limited therefore, or is otherwise not in accordance with the <i>Tender</i>, or if the <i>Work</i> is not being adequately or properly prosecuted in any respect, the <i>Contract Administrator</i>, without derogating from the <i>Owner's</i> rights under the <i>Contract</i>, shall have the right to require the <i>Contractor</i> to submit a new <i>Construction Schedule</i> providing for proper and timely completion of the <i>Work</i>, and the <i>Contractor</i> shall be entitled to no claim for extension of time on account of such requirement, and such new <i>Construction Schedule</i>, when accepted by the <i>Contract Administrator</i>, shall be a <i>Contract Document</i>.</p>
	Append to 4.6.2	<p><i>Contractor</i> shall submit an <i>Adjusted Baseline Schedule</i> with each application for payment or as directed otherwise by the <i>Contract Administrator</i>.</p>
	Delete 4.6.6 and replace with	<p>The time for the performance of the <i>Work</i> shall commence on the date specified in the <i>Notice to Proceed</i>, or if not so specified, on the date the <i>Notice to Proceed</i> is issued.</p> <p>Subject to a contrary provision in the <i>Contract Documents</i>, the <i>Owner</i> shall issue the <i>Notice to Proceed</i> within 14 <i>Days</i> of receipt of a complete set of accurate and compliant documentation from the <i>Contractor</i> as stipulated in the <i>Notice of Award</i>. Failure by the <i>Owner</i> to issue the <i>Notice to Proceed</i> within the 14 <i>Days</i>, shall entitle the <i>Contractor</i> to a claim for delay under GC 13.1.1.</p>
	Add 4.6.8	<p>If the alteration of a <i>Third-Party Utility</i> is required to complete the <i>Work</i>, the <i>Contractor</i> shall notify, coordinate and allow sufficient time for the companies or authorities to relocate their <i>Third-Party Utilities</i>. It is the <i>Contractor's</i> responsibility to ensure all <i>Work</i>, including <i>Third-Party Utility</i> relocations, is coordinated and completed in a <i>Reasonable Time</i> as part of the overall <i>Work</i>.</p> <p>In the event the <i>Contractor</i> has been diligent and made significant effort and attempts in coordinating with the <i>Third-Party Utility</i> companies or authorities and having their relocations accelerated, any and all costs incurred as a result of the <i>Third-Party Utility</i> companies' ability, or inability, to relocate the <i>Third-Party Utilities</i> are considered incidental and any such delays are considered <i>Delays</i> in accordance with GC 13.3.</p>
4.8	Workers	<p>Add 4.8.0</p> <p>The <i>Contractor</i> agrees to employ appropriate trade people for the <i>Work</i>. Where the trades people are covered by collective agreements, the <i>Contractor</i></p>

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- shall abide by the conditions of the collective agreements covering such trades people.
- The *Contractor* shall endeavour to avoid labour problems and minimize *Work* stoppages, jurisdictional or other labour disputes on the *Site*.
- Add 4.8.2 The *Contractor* shall ensure that all workers, including *Subcontractor* employees, are always fit for work within the public right-of-way. There will be no tolerance for the use of inappropriate language, harassing behaviours, influence of drugs and/or alcohol and all clothing shall be suitable for the *Site* and not contain inappropriate messaging. The *Contract Administrator* and/or their representative may request the removal of a worker by the *Superintendent*, if in their opinion the behaviour is not suitable of a *Contractor* representing the *Owner*.
- Add 4.8.3 The *Contractor* shall provide disability awareness training for employees, including *Subcontractor* employees, if the *Site* is adjacent to health or community facilities catering to members of the public with mobility, visual or hearing challenges.
- The *Contractor* shall provide cultural awareness training for employees, including *Subcontractor* employees, if the *Site* is reasonably suspected to have a high potential to be of cultural importance to First Nations.
- Add 4.8.4
- (1) Notwithstanding any other provision of any *Contract Document* but subject to GC.4.8.4(2), the *Contractor* shall pay all *Living Wage Employees* not less than the *Living Wage*.
 - (2) Notwithstanding GC.4.8.4(1), 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*.
 - (3) A breach by the *Contractor* of its obligations pursuant to this GC 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 15.
 - (4) The *Contractor* shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC 4.8.4 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

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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 1 year after *Total Performance* or earlier termination of this *Contract*. Any records and accounts provided by the *Contractor* in accordance with this GC 4.8.4 shall be treated by the *Owner* as confidential information.

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 4.8.4 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*.

4.10 Contractor to Provide Labour, Materials and Equipment

Delete 4.10.1 and replace with

The *Contractor* at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and plant, including supervision, products, tools, construction machinery, water, heat, light, and power, 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 *Contract Administrator's*, in consultation with the *City Engineer*, satisfaction in all respects.

Should any plant, equipment, appliance, materials or workmanship which the *Contract Administrator* or *City 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 *Contract Administrator*, and in the case of failure or neglect on the part of the *Contractor* to remove the same the *Contract Administrator* 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 *Contract Administrator* 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*. The *Contractor* shall, at their own expense, arrange for and provide adequate supplies of water, electricity or other source of power and light, etc., wherever required for the construction and maintenance of the *Work*.

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Add 4.10.2

Where there are *Key Personnel* the *Contractor* shall:

- (1) use best endeavours to retain *Key Personnel* for the duration of the provision of the *Work*;
- (2) take reasonable steps to ensure that *Key Personnel* dedicate their time fully to the *Work* (unless otherwise agreed or approved by the Contract Administrator in writing);
- (3) promptly inform the Contract Administrator should any of the *Key Personnel* leave, or give notice of an intention to leave the *Contractor*, and obtain a substitute or substitutes; and

not reassign or allow the reassignment of the *Key Personnel* to other projects during the performance of the *Work* without the Contract Administrator's prior written consent (such consent not to be unreasonably withheld or delayed).

Add 4.10.3

If:

- (1) the *Contractor* wishes to reassign or to replace an individual designated as *Key Personnel*; or
- (2) an individual designated as *Key Personnel* gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the *Contractor* shall provide a substitute with experience and qualifications equivalent or greater than the *Key Personnel* to be replaced, and shall provide documentation to the *Contract Administrator* to establish such experience and qualifications.

4.11 Subcontractors

Add 4.11.0

The *Contractor* shall supply complete information to *Subcontractors* and equipment and material suppliers. 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 *Contract Administrator*).

Delete 4.11.2 and replace with

The *Contractor* shall employ only the *Subcontractors* listed in Schedule 4 to the Contract, or others as approved in writing by the *Contract Administrator*, and shall not change or employ additional *Subcontractors* without the approval of the *Contract Administrator*, which approval shall not be unreasonably withheld.

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4.12 Tests and Inspections	Add 4.11.7	The <i>Contractor</i> shall ensure that the requirements of GC 4.8.4 apply to all <i>Subcontractors</i> .
	Add 4.12.1	The <i>Contractor</i> shall be notified of all deficiencies discovered by the <i>Contract Administrator</i> or <i>City Engineer</i> upon completion of each inspection. The <i>Contractor</i> shall provide a schedule for correction or correct such deficiencies within 7 <i>Days</i> of the notice.
	Add 4.12.2	If any material, design or installation <i>Work</i> does not conform to any of the <i>Contract Documents</i> , the <i>Contract Administrator</i> and the <i>City Engineer</i> have the authority to stop <i>Work</i> and order the removal of unsatisfactory materials or require the <i>Contractor</i> to re-perform the <i>Work</i> in compliance with the <i>Contract Documents</i> . The <i>Contractor</i> will be held liable for all costs associated with the removal of and / or the reconstruction of <i>Work</i> which is not in accordance with the <i>Contract Documents</i> , as determined by the <i>Contract Administrator</i> or <i>City Engineer</i> , as applicable.
	Add 4.12.3	Where tests or inspections by designated testing laboratory reveal <i>Work</i> not in accordance with the <i>Contract Documents</i> , the <i>Contractor</i> shall pay costs for additional tests or inspections as the <i>Contract Administrator</i> or <i>City Engineer</i> may require verifying acceptability of corrected <i>Work</i> .
	Add 4.12.4.1	<p>The <i>Contract Administrator</i>, <i>City Engineer</i>, and <i>Site Inspectors</i> shall have free and uninterrupted access to any and all parts of the <i>Work</i> area and the plants that are producing the materials for the purpose of making inspections and taking samples of materials being used.</p> <p>The <i>Contractor</i> shall furnish labour and facilities to:</p> <p>(1) Provide access to <i>Work</i> to be inspected and tested.</p> <p>(2) Facilitate inspections and tests.</p> <p>Make good <i>Work</i> disturbed by inspection and test.</p>
	Add 4.12.4.2	Testing of materials, assembled components and systems to be carried out at the <i>Contractor's</i> cost by an independent third-party testing laboratory approved by the <i>Contract Administrator</i> .
	Add 4.12.10	The <i>Contractor</i> shall not schedule <i>Work</i> that will require inspection beyond an eight-hour <i>Day</i> , or forty hour week without the <i>Contract Administrator's</i> prior approval. Any extra cost incurred by the <i>Owner</i> in connection with inspections of <i>Work</i> scheduled outside the foregoing parameters, whether approved or not, may be deducted from the <i>Contractor's</i> subsequent progress payment.

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		Add 4.12.11	Prior to the <i>Work</i> being inspected by the <i>City Engineer</i> , the <i>Contractor</i> shall make whatever preliminary tests are necessary to assure that the materials and equipment is in accordance with the <i>Drawings</i> and <i>Specifications</i> .
4.13	Rejected Work	Add 4.13.4	If the <i>Contractor</i> does not make good any rejected work in a timely and satisfactory manner, then at the discretion of the <i>Contract Administrator</i> , <i>Other Contractors</i> may be engaged by the <i>Owner</i> to make good the rejected work, with the costs of such repair work to be deducted from progress payments owing to the <i>Contractor</i> or otherwise recovered from the <i>Contractor</i> .
4.16	Notice of Disruption	Add 4.16.2	Notifications pursuant to GC.4.18.1 must be in compliance with the requirements of the <i>City of Vancouver Construction Specifications</i> (rev. November 2019).
4.17	No Promotion of Relationship with the Owner	Add 4.17.1	The <i>Contractor</i> shall not disclose or promote its relationship with the <i>Owner</i> , including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the <i>Owner</i> (except as may be necessary for the <i>Contractor</i> to perform the <i>Contractor's</i> obligations under the terms of the <i>Contract</i>). The <i>Contractor</i> shall not use the <i>Owner's</i> logo or any of the <i>Owner's</i> official marks without the express prior written consent of the <i>Owner</i> .
4.18	Hours of Work	Add 4.18.1	<p>The <i>Contractor</i> must comply at all times with all applicable requirements of the <i>City of Vancouver's Noise By-law</i>.</p> <p>The <i>Contractor</i> shall keep the <i>Contract Administrator</i> advised on the proposed hours of <i>Work</i> so that inspection can be co-ordinated. <i>Work</i> without inspection shall not be permitted.</p> <p>The <i>Owner's</i> employees work between the hours of 7:30 a.m. and 3:30 p.m. on all <i>weekdays except statutory holidays</i>. The <i>Contractor</i> shall not schedule any work to be performed by the <i>Owner's</i> crews outside these hours except by special arrangement agreed to by the <i>Contract Administrator</i> or in case of emergency.</p>
4.19	Assignment	Add 4.19.1	Neither party to the <i>Contract</i> shall assign the <i>Contract</i> or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.
4.20	Approved Equals	Add 4.20.1	<i>Contractor</i> may request the <i>Owner</i> to approve alternate materials, products or equipment (" Approved Equals ") for items indicated in the <i>Contractor</i> documents, provided such <i>Approved Equals</i> comply in all respects with the applicable

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			Specifications. Applications for Approved Equals must be in writing and supported by appropriate supporting information, data, specifications and documentation. The Owner is not obligated to review or accept any applications for an Approved Equal and may decide to accept an application for an Approved Equal in its sole discretion.
5.0	SHOP DRAWINGS		
5.1	Preparation of Shop Drawings	Delete 5.1.3 and replace with	The <i>Contract Administrator</i> or <i>City Engineer</i> may require that a <i>Shop Drawing</i> be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the <i>Shop Drawing</i> has been prepared in compliance with applicable codes and design standards and good engineering practice.
		Delete 5.1.4 and replace with	If the <i>City Engineer</i> or <i>Contract Administrator</i> requires the review and stamping by a Professional Engineer of <i>Shop Drawings</i> that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the <i>Owner</i> .
		Add 5.1.5	Manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data may be accepted in lieu of <i>Shop Drawings</i> , as determined by the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , and provided the following conditions are met: (1) Information is deleted which is not applicable to the project. (2) The standard information is supplemented with additional information applicable and specific to the <i>Work</i> .
5.2	Submission of Shop Drawings	Delete 5.2.1 and replace with	The <i>Contractor</i> shall submit <i>Shop Drawings</i> , product data and samples to the <i>Contract Administrator</i> in a timely way and in an orderly sequence so as to permit the <i>Contract Administrator</i> and <i>City Engineer</i> a reasonable opportunity to review the provided information without causing a delay to the <i>Work</i> or to the work of <i>Other Contractors</i> . The <i>Contractor</i> shall submit a <i>Shop Drawing</i> schedule in accordance with the <i>Specifications</i> related to the <i>Construction Schedule</i> . The <i>Contractor</i> shall schedule submissions at least 10 <i>Days</i> before the date that reviewed submission will be needed. The <i>Contractor</i> shall submit the number of copies of <i>Shop Drawings</i> and product data which the <i>Contractor</i> requires for distribution plus two (2) copies which will be retained by the <i>Contract Administrator</i> .

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			<p><i>Shop Drawings</i> shall be prepared and submitted in compliance with the requirements of the <i>City of Vancouver Construction Specifications</i>).</p>
		Delete 5.2.4 and replace with	Unless otherwise noted, the <i>Shop Drawings</i> may be in CAD format, or other format at selection of the <i>Contractor</i> .
5.3	Review by Contract Administrator	Delete 5.3.1 and replace with	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , will review <i>Shop Drawings</i> submitted by the <i>Contractor</i> and return them in accordance with an agreed-to schedule, if any, or otherwise with reasonable promptness so as not to cause delay to the <i>Work</i> . Contractor shall coordinate the timing of all submissions required pursuant to the Contract Documents with the performance of the <i>Work</i> to which the submission relates. Individual <i>Shop Drawings</i> will not be reviewed until all related drawings are available.
		Delete 5.3.2 and replace with	The <i>Contractor</i> shall make any changes in <i>Shop Drawings</i> which the <i>Contract Administrator</i> or <i>City Engineer</i> may require consistent with the <i>Contract Documents</i> and resubmit unless otherwise directed by the <i>Contract Administrator</i> or <i>City Engineer</i> . When resubmitting, the <i>Contractor</i> shall notify the <i>Contract Administrator</i> in writing of any revisions other than those requested by the <i>Contract Administrator</i> or <i>City Engineer</i> .
		Delete 5.3.3 and replace with	When a submitted <i>Shop Drawing</i> is acceptable to the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , as provided by this GC then the <i>Contract Administrator</i> shall date and mark the <i>Shop Drawing</i> as “Reviewed” and return it to the <i>Contractor</i> . The <i>Contract Administrator</i> shall date and mark the number of copies submitted.
6.0	OTHER CONTRACTORS		
6.2	Coordination and Connection	Delete 6.2.1 and replace with	The <i>Contractor</i> shall afford all facilities for the execution of any <i>Other Work</i> which may be undertaken by the <i>Owner</i> or by such parties as may be employed by them, so that such work may be properly and conveniently completed, and the <i>Contract Administrator</i> shall have full authority to make and enforce such regulations as the <i>Contract Administrator</i> may deem necessary for the conduct of the work; and the <i>Contractor</i> shall proceed in such manner and complete in such order such portions of the <i>Work</i> as the <i>Contract Administrator</i> may require, and the <i>Contract Administrator</i> 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 <i>Contract</i> .
			The <i>Contractor</i> shall at all times give free access and every reasonable facility to the employees of

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			the <i>Owner</i> and to <i>Other Contractors</i> , to such portion of the work and adjoining land as may be necessary to enable them to execute and maintain work of any description; such accommodation and access being regulated and directed by the <i>Contract Administrator</i> and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the <i>Contractor</i> against the <i>Owner</i> .
7.0	CHANGES		
7.1	Changes	Delete 7.1.3 and replace with	Additional work that the <i>Owner</i> may wish performed that does not satisfy the requirements of subparagraphs (1) and (3) of GC 7.1.1 is extra Work (“ <i>Extra Work</i> ”) and not a <i>Change</i> . Pursuant to GC 8, <i>Extra Work</i> may be declined by the <i>Contractor</i> or may, upon agreement between the parties, be undertaken as <i>Extra Work</i> .
		Delete 7.1.4 and replace with	A variation between the actual quantity and the estimated <i>Tender Quantity</i> for that item set out in the <i>Schedule of Quantities and Prices</i> of not more than plus or minus the percentage set out in GC 9.4.1 shall not be a <i>Change</i> unless the variation is greater than such percentage, in which case the provisions of GC 9.4 shall apply.
7.2	Contemplated Change Order	Add 7.2.3	If the <i>Contemplated Change Order</i> is for work, which if executed and incorporated would impact a critical path element of the <i>Work</i> , then any delay in the <i>Contractor’s</i> provision of a response to the <i>Contemplated Change Order</i> greater than 10 days, will be deemed a <i>Delay</i> by the <i>Contractor</i> as defined in GC 13.2.
7.4	Optional Work	Delete 7.4.1 and replace with	<i>Optional Work</i> will only be included in the <i>Work</i> if the <i>Contract Administrator</i> so directs by <i>Change Order</i> , and in such event the <i>Contractor</i> shall perform the <i>Optional Work</i> as part of the <i>Work</i> , for the price tendered at the time of bid and with schedule extension as provided for in the <i>Contract Documents</i> (if any).
9.0	VALUATIONS OF CHANGES AND EXTRA WORK		
9.2	Valuation Method	Delete 9.2.1 and replace with	Adjustments to the <i>Contract Price</i> on account of <i>Changes</i> shall be valued by <i>Force Account</i> .
9.4	Quantity Variations	Delete 9.4.1 and replace with	If for any reason, including an addition or deletion under GC 7.1.1.a or GC 7.1.1.b respectively, the actual quantity of an item listed in the <i>Schedule of Quantities and Prices</i> constructed or provided by the <i>Contractor</i> varies more than plus or minus the <i>Variance Threshold Percentage</i> from the estimated quantity for that item as listed in the <i>Schedule of Quantities and Prices</i> (the “ <i>Tender Quantity</i> ”), then

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			either the <i>Owner</i> or the <i>Contractor</i> may by written notice request a revised <i>Contract Price</i> in consideration of such change in quantities.
	Delete 9.4.3 and replace with		If notice is delivered to either party pursuant to GC 9.4.1, the <i>Contract Price</i> shall be revised as follows: <ol style="list-style-type: none">(1) in the case where the actual quantity an of item constructed or provided is less than the quantity of an item listed in the <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i>, the <i>Contract Price</i> shall be decreased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided less than the <i>Variance Threshold Percentage</i>; and(2) in the case where the actual quantity an of item constructed or provided is more than the quantity of an item listed in the <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i>, the <i>Contract Price</i> shall be increased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided in excess of the <i>Variance Threshold Percentage</i>.
	Delete 9.4.4		If either party requests a revision to the <i>Contract Price</i> pursuant to GC 9.4.1, the <i>Contractor</i> shall make available to the <i>Contract Administrator</i> all documentation reasonably required to verify that the actual amount of the applicable item constructed or provided by the <i>Contractor</i> is greater or less than, as the case may be, the quantity set out in the <i>Schedule of Quantities and Prices</i> by no less than the <i>Variance Threshold Percentage</i> .
	Delete 9.4.5		Delete 9.4.5
10.0	FORCE ACCOUNT		
10.1	Force Account Cost	Delete 10.1.1 and replace with	Payment for <i>Work</i> based on <i>Force Account</i> shall be calculated as follows: <ol style="list-style-type: none">(5) the costs of labour will be determined by the labour rates specified in Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates); and(6) the costs of equipment will be determined by the construction equipment rates specified in Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates); in each case, such costs shall be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or

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			allowances, provided in all cases that the foregoing represents in the aggregate no greater than 10% of the costs set out in Schedule 8.
		Add 10.1.2	No compensation will be made for standby of the <i>Contractor's</i> labour or owned equipment, unless otherwise previously agreed to in writing. In the case of an occurrence of standby, the standby hours will be separated from the actual hours worked on the records.
		Add 10.1.3	In the completion of <i>Work</i> based on <i>Force Account</i> , the <i>Contractor</i> shall take all reasonable efforts to minimize the effects and costs of the <i>Work</i> based on <i>Force Account</i> , and this obligation shall be taken into account in the determination of the <i>Contractor's</i> entitlement to a <i>Contract</i> extension and reimbursement of costs. If in the opinion of the <i>Contract Administrator</i> , the <i>Contractor</i> is using an unsuitable methodology, the <i>Contractor</i> will be immediately advised that <i>Work</i> based on <i>Force Account</i> is to cease and will not recommence until the <i>Contractor</i> has presented an acceptable methodology.
10.3	Submit Accurate Records	Append to 10.3.1	Neither the <i>Contract Administrator</i> nor their site representative's signature upon the submitted daily sheet forms any agreement for payment, only an agreement on the hours worked under <i>Force Account</i> .
12.0	HAZARDOUS MATERIALS		
12.1	Risk of Hazardous Materials	Add 12.1.4	The <i>Contractor</i> shall conduct no <i>Work</i> on materials that are potentially <i>Hazardous Materials</i> without prior testing. Responsibility for testing will be agreed upon prior to commencing <i>Work</i> .
12.3	Directions for Hazardous materials	Delete 12.3.2 and replace with	The <i>Work</i> shall be performed in full compliance with all <i>Laws</i> applicable to any <i>Hazardous Materials</i> encountered at the <i>Place of the Work</i> by an <i>Approved Abatement Contractor</i> .
13.0	DELAYS		
13.1	Delay by Owner or Contract Administrator	Add 13.1.2	No additional <i>Contract Time</i> and no additional reimbursement will be owed to the <i>Contractor</i> by the <i>Owner</i> , for instances where the delay by <i>Owner</i> or <i>Contract Administrator</i> is as a direct result of a preceding Delay by the <i>Contractor</i> .
13.3	Unavoidable Delay	Add 13.3.2	A delay for <i>Abnormal Weather</i> will only be considered if the <i>Contractor</i> can show that one or more of the following apply: (1) A weather condition, as determined by the <i>Contract Administrator</i> , that prevents the <i>Contractor</i> from proceeding with at least 60% of the normal labour and equipment force, for at least 5 hours on a component of the <i>Work</i> ,

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			<p>which if delayed is on the critical path of the most up to date <i>Construction Schedule</i>, and as such will delay the completion of the <i>Work</i>;</p> <p>(2) The <i>Contractor</i> cannot reasonably complete other <i>Work</i> on the <i>Site</i> to advance the schedule; AND</p> <p>(3) The <i>Contractor</i> complies with the requirements of GC.13.6.3</p> <p>And, that the <i>Contractor</i> has pursued alternate construction methodologies to mitigate potential delays for contractual <i>Work</i> in advance of the expected seasonal weather.</p>
13.9	Liquidated Damages for Late Completion	Delete 13.9.1 and replace with	<p>If the <i>Contractor</i> fails to meet the <i>Milestone Date for Substantial Performance</i> as set out herein (and as may be adjusted pursuant to the provisions of the <i>Contract Documents</i>), then the <i>Owner</i> may deduct from any monies owing to the <i>Contractor</i> for the <i>Work</i>:</p> <p>(1) as a genuine pre-estimate of the <i>Owner's</i> increased costs for the <i>Contract Administrator</i> and the <i>Owner's</i> own staff caused by such delay an amount of \$1500.00 per day for each day of any such delay in achievement of <i>Substantial Performance</i>; plus</p> <p>(2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the <i>Owner</i> as a direct result of such delay.</p> <p>If the monies owing to the <i>Contractor</i> are less than the total amount owing by the <i>Contractor</i> to the <i>Owner</i> under (1) and (2) then any shortfall shall immediately, upon written notice from the <i>Owner</i>, and upon <i>Substantial Performance</i>, be due and owing by the <i>Contractor</i> to the <i>Owner</i>.</p>
		Add 13.9.2	<p>If the <i>Contractor</i> fails to meet the date agreed to for <i>Total Performance</i> or any other <i>Milestone Date</i>, the <i>Owner</i> may deduct monies as set out in GC 13.9.1.</p>
15.0	OWNERS RIGHTS ON CONTRACTORS DEFAULT		
15.0	Contractor Default	Add 15.0.0	<p>The <i>Owner</i>, without prejudice to any other right, may elect to terminate the <i>Contract</i> forthwith upon notice to the <i>Contractor</i> if:</p> <p>(1) the <i>Contractor</i> fails to comply with the <i>Notice to Proceed</i>;</p> <p>(2) the <i>Contractor</i> commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the <i>Contractor's</i> creditors;</p>

- (3) a receiver is appointed for the *Contractor's* business;
- (4) the *Contractor* fails, on reasonable notice from the *Contract Administrator*, in consultation with the *City Engineer*, to supply enough proper labour, equipment, or products;
- (5) the *Contractor* does not pay promptly the *Contractor's* employees, *Subcontractors* or suppliers;
- (6) the *Contractor* does not comply with the requirements of the WorkSafeBC Regulations, or otherwise fails to meet the safety requirements of the *Contract*; or
- (7) the *Contractor* persistently or substantially breaches any provision of this *Contract*.

On such termination, the *Contract Administrator*, in consultation with the *City Engineer*, may arrange for the performance of the *Work* by whatever method the *City Engineer* deems expedient but without undue delay or expense.

15.3 Termination

Append to
15.3.1(1)

which possession the *Contractor* hereby pledges to the *Contract Administrator* 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 *Contract Administrator* 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.

Add 15.3.3

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 *Contract Administrator*, in consultation with the *City 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 15, 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 18.11.

All the powers of the *Owner* 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 received

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- from the *Contractor*, and otherwise in respect of the *Contract* shall nevertheless continue in force.
- Add 15.3.4 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 15 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.
- 15.4 **Termination of Contract Without Default of Contractor** Add 15.4.1 The *Contract Administrator* may, as agent for and on behalf of the *Owner*, at the *Contract Administrator'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 *Work* done and materials delivered at or to the *Site* up to the date of the termination plus reasonable demobilization costs up to a maximum of \$20,000.
- Upon payment of the aggregate of the aforesaid sums, the *Owner*, the *Contract Administrator* 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: (i) deficiencies and warranties in the portion of the *Work* completed prior to termination; and (ii) the indemnification requirement set out in GC.22.
- 16.0 **CONTRACTORS RIGHTS ON OWNERS DEFAULT**
- 16.3 **Notice of Default** Delete 16.3.1 and replace with If:
- (8) the *Contract Administrator* fails to issue a certificate in accordance with the provisions of GC 18.1.1; or
- (9) the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Contract Administrator* or awarded by arbitration or court; or
- (10) the *Owner* fails to provide the *Contract Documents* as required by GC 2.1.1;
- then the *Contractor* may give written notice to the *Contract Administrator*, with a copy to the *Owner*,

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that the *Owner* is in default and demand that the *Owner* correct the default within 20 *Days*, and if the *Owner* fails to make the correction then, without prejudice to any other right or remedy the *Contractor* may have, the *Contractor* may stop the *Work* or terminate the *Contract*.

17.0 DISPUTES

17.9 Attornment to Jurisdiction of Courts of British Columbia Add 17.9

Notwithstanding any other provision of the *Contract*, the *Owner* and the *Contractor* irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the *Contract*.

18.0 PAYMENT

18.1 Preparation of the Payment Certificate Add 18.1

5 *Days* prior to the end of the calendar month, the *Superintendent* shall compile and submit a summary of the daily quantities for *Work* completed within the past month. This shall be included with other deliverables such as the *Adjusted Baseline Schedule*, *Quality Management* reports, and supporting documentation in GC 18.2.1.

18.4 Holdbacks Delete 18.4.1 and replace with

Builders Lien Holdback: The *Owner* shall:

- (1) hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Contractor* as a builders lien holdback; and
- (2) if the *Place of the Work* is a highway, *City Street*, or right-of-way then, notwithstanding that a lien cannot be registered against the *Place of the Work*, hold back the percentage that would have been required if the *Builders Lien Act* did apply of any amounts due to the *Contractor* as a builders lien holdback, on the same conditions as though such hold back was a requirement of the *Builders Lien Act*, including making payment from such hold back directly to *Subcontractors*.

Add 18.4.6

Maintenance Security Hold Back: The *Owner* shall hold back 5%, of any amounts due to the *Contractor* as a maintenance security holdback, to cover the costs of corrections to defective *Work* that may be required.

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*.

18.5 Payment Delete 18.5.1 and replace with

During progress of the *Work*, the *Contractor* may make application to the *Contract Administrator* for payment, in the form of an invoice accompanied by:

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- (1) a *Payment Certificate* approved by the *Contract Administrator* as per GC 18.1,
- (2) a sworn declaration that all amounts relating to the *Work*, due and owing as of the end of the month to third parties including all *Subcontractors* and suppliers, have been paid, and
- (3) such other documentation reasonably required by the *Contract Administrator* as may be necessary to establish to the *Contract Administrator's* satisfaction the compliance by the *Contractor* with the conditions of the *Contract*.

All in a form acceptable to the *Contract Administrator*, on or before the last day of every month for any portion of the *Work* done to the date of the application.

The net amount shown for payment, 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), shall be due and payable to the *Contractor* 30 days following submission of an invoice to the *Owner*, in an acceptable format, accompanied by and consistent with the *Payment Certificate* approved by the *Contract Administrator*.

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* as per GC 18.4. The balance of the *Maintenance Security Holdback* not required to correct defective *Work*, and remaining at the end of the *Warranty Period*, shall be paid without interest to the *Contractor*.

On *Substantial Performance* being certified in accordance with the procedures set out in GC 18.6 and the value of the certified deficiencies being agreed upon, the *Contractor* may make application to the *Contract Administrator* for the balance of all monies then owing under this *Contract* to the *Contractor*, submitting also such documentation as is required by GC 18.6.

Delete 18.5.3 and
replace with

If for any reason the *Owner* disputes the net amount shown for payment on a *Payment Certificate* the *Owner* shall, within the time specified in this GC, pay to the *Contractor* any amount not disputed and also deliver to the *Contractor* and the *Contract Administrator* written reasons for any deductions.

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		<p>The dispute by the <i>Owner</i> of the correct amount owing shall be a <i>Dispute</i> and the written reasons for any deduction shall constitute a <i>Dispute Notice</i>.</p>
	Add 18.5.4	<p>After 55 calendar days have elapsed from the date of the <i>Certificate of Substantial Performance</i> issued in accordance with GC 18.6 and upon the <i>Contract Administrator's</i> satisfaction that no encumbrance, lawful claim or lien exists, the <i>Owner</i> will, within a further 10 calendar days, make payment to the <i>Contractor</i> of all monies due under this <i>Contract</i> at the date of <i>Substantial Performance</i>, including the release of all remaining <i>Builders Lien Act</i> holdback amounts, if any, but retaining at least twice the estimated value of the certified deficiencies, and retaining the <i>Maintenance Security Holdback</i>.</p> <p>Upon the issuance of the <i>Certificate of Total Performance</i>, the <i>Owner</i> will make a final payment of all monies owing to the <i>Contractor</i> under the <i>Contract</i>, except for the <i>Maintenance Security Holdback</i>, which shall be released as per GC 18.5.1.</p>
	Add 18.5.5	<p>Upon the issuance of the <i>Certificate of Total Performance</i>, the <i>Owner</i> will make a final payment of all monies owing to the <i>Contractor</i> under the <i>Contract</i>, except for the <i>Maintenance Security Holdback</i>, which shall be released as per GC 18.5.1.</p>
	Add 18.5.6	<p>Where payment is not made in accordance with the payment provisions contained in GC 18.5, 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 <i>Owner</i> shall constitute the sole remedy of the <i>Contractor</i> for late payment.</p>
18.6	Substantial Performance	
	Add 18.6.3 (3)	<p>A completed set of legible, marked up as-constructed prints and survey point file containing all inverts, casting elevations and all other information required for the production of <i>Record Drawings</i>. If additional information is required, the <i>Contract Administrator</i> will cause that information to be obtained, and in doing so, will deduct the costs to the <i>Owner</i> from the final progress payment.</p>
	Delete 18.6.4 and replace with	<p>The <i>Owner</i>, the <i>Contract Administrator</i> and the <i>Contractor</i> shall inspect the <i>Work</i> and any remaining deficiencies shall be detailed and included on the <i>Certificate of Substantial Performance</i>. The date of <i>Substantial Performance</i> shall be as stated in this Certificate. Upon issuance of the <i>Certificate of Substantial Performance</i> to the <i>Contractor</i>, the <i>Contract Administrator</i> shall set a</p>

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		<p>reasonable date for the <i>Total Performance</i> of the <i>Work</i>.</p>
	Add 18.6.7	<p>For the purposes of the <i>Builders Lien Act</i> (to the extent applicable), the <i>Certificate of Substantial Performance</i> as described herein shall serve as the <i>Contract's</i> certificate of completion, and the date of <i>Substantial Performance</i> stated in the Certificate shall be deemed to be the date of the Certificate's issuance.</p>
18.10	Statutory Declarations	<p>Add 18.10.1</p> <p>The <i>Contractor</i> shall submit with each of the <i>Contractor's</i> applications for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the <i>Contractor</i>, or by such person on behalf of the <i>Contractor</i> as the <i>Contract Administrator</i> may approve.</p> <p>(1) Prior to payment and as condition to any payment, the <i>Contract Administrator</i> may at any time require the <i>Contractor</i> to file with the <i>Contract Administrator</i> a statutory declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the <i>Site</i>, all products or other things supplied for use in or upon the <i>Work</i> and amounts due to <i>Subcontractors</i> 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 <i>Work</i>.</p> <p>Should any amounts be due and unpaid for wages, equipment, hire, products and <i>Subcontractors</i> 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.</p> <p>The <i>Contract Administrator</i> may at any time, if the <i>Contract Administrator</i> deems it advisable, require from the <i>Contractor</i> a statement showing the rates of wages paid by the <i>Contractor</i> 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 <i>Work</i> 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 <i>Contractor</i> to receive payment.</p> <p>(2) Prior to final payment and as a condition to issuance by the <i>Contract Administrator</i> of a</p>

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Certificate of Total Performance, the *Contractor* shall file with the *Contract Administrator* a statutory declaration showing that all *Work* in respect of the *Contract* has been completed; all accounts, detailed in the first sentence of Section (1) 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 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*.

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 *Contract Administrator* and the *Owner* and any authorized representative of them.

18.11 Money Due to Owner Add 18.11.1

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 *Contract Administrator* shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him or her the advisability of so doing, until the *Contract Administrator* 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.

19.0 TAXES, DUTIES AND GST

19.4 Non-Resident Withholding Tax Add 19.4.1

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

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by the *Owner* on sums withheld, not remitted as aforesaid and later paid directly to the *Contractor*.

**20. LAWS, NOTICES,
 PERMITS AND FEES**

20.2 Permits Delete 20.2.1 and replace with Except for *Owner Permits*, the *Contractor* shall obtain all permits, licenses, approvals and certificates which, as of the *Tender Closing Date*, are required for the performance of the *Work* (collectively the “*Contractor Permits*”). *Contractor Permits* shall include all municipal construction permits and approvals. The *Contractor* shall pay all *Contractor Permit* fees.

Delete 20.2.2 and replace with Unless otherwise noted in the *Contract Documents*, the *Owner* shall obtain those permits, clearances and approvals that are required for operation of the completed project, including any permanent easements or other permanent property rights, land use approvals (such as zoning) or environmental approvals (such as Federal Department of Fisheries and Oceans) (collectively the “*Owner Permits*”). The *Owner* shall obtain all *Owner Permits* in a timely manner so as not to delay the progress of the *Work*.

Add 20.2.3 All *Work* within *City* properties shall be carried out and completed within the stated terms and conditions of any applicable permit, specification and bylaw.

Add 20.2.4 It is the *Contractor’s* responsibility to seek clarification and instruction from the *Contract Administrator* regarding construction activities that are not covered by the applicable permits, bylaws and *City* and *MMCD* Specifications. In the event of any variation between this manual and *City* bylaws, the bylaws shall prevail.

**21.0 WORKERS
 COMPENSATION
 REGULATIONS**

21.0 Payment of WorkSafeBC Assessments Add 21.0.0 The *Contractor* agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC 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 WorkSafe BC 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 WorkSafe BC premiums, assessments or penalties in respect of

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21.2	Contractor is "Prime Contractor"	Delete 21.2.1 and replace with	<p><i>Work done or service performed in fulfilling this Contract have been paid in full.</i></p> <p>Unless otherwise specified in the <i>Contract Documents</i> or notified to the contrary by the <i>Contract Administrator</i>, the <i>Contractor</i> is the "Prime Contractor" for the purpose of all <i>Laws</i> relative to occupational health and safety, including the discharge of all duties of the "Prime Contractor" under the <i>Workers Compensation Act</i> (British Columbia), notwithstanding that the <i>Owner</i>, the <i>Contract Administrator</i> or <i>Other Contractors</i> may provide from time to time some of the services normally provided by such "Prime Contractor". In this GC.4.2 "Prime Contractor" has the definition ascribed to the term "prime contractor" under the <i>Workers Compensation Act</i> (British Columbia).</p>
		Add 21.2.2	<p>If the <i>Contractor</i> is the "Prime Contractor", the <i>Contractor</i> shall:</p> <ol style="list-style-type: none">(1) comply with all <i>Laws</i>, and all reasonable rules established by the <i>Owner</i> of which the <i>Contractor</i> is given timely notice through the <i>Contract Administrator</i>, relative to occupational health and safety;(2) initiate, maintain and supervise all safety programs and measures in connection with the performance of the <i>Work</i>, which programs and measures shall respond fully to the requirements of all <i>Laws</i> relative to occupational health and safety, all to the satisfaction of the <i>Contract Administrator</i>;(3) conduct regular safety meetings at the <i>Site</i>, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the <i>Contract Administrator</i> on a weekly basis;(4) supply and maintain at the <i>Site</i> all safety equipment necessary to protect workers and others from accident or injury;(5) supply and maintain at the <i>Site</i> 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 <i>Site</i>, and establish an emergency procedure for prompt removal of any such person from the <i>Site</i> to a hospital, clinic or medical office for further treatment; and(6) prior to commencement of construction, the <i>Contractor</i> will:<ol style="list-style-type: none">a. complete and file a "Notice of Project" with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules, and

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SCHEDULE 1 - SUPPLEMENTAL GENERAL CONDITIONS

- b. post the Notice of Project at the *Site*, and
- c. 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:

- (1) comply with all Laws, and all reasonable rules established by the *Owner* of which the *Contractor* is given timely notice through the *Contract Administrator*, relative to occupational health and safety;
- (2) comply with all reasonable directions issued by the “Prime Contractor” regarding compliance with *Laws*, and rules established by the *Owner*, relative to occupational health and safety; and
- (3) attend all *Site* safety meetings convened by the “Prime Contractor”.

Whether or not the *Contractor* is the “Prime Contractor”, it shall:

- (1) report immediately to the “Prime Contractor” (if not the *Contractor*) and the *City 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*;
- (2) confirm in writing each report made under subparagraph (1) above; and
- (3) respect and adhere to the *Owner’s* safety and training policies relative to the *Site* and the *Work*.

If the *Contract Administrator* 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*.

Add 21.2.3 Upon request of the *Contract Administrator* or the *Owner*, the *Contractor* will provide the *Owner* and the *Contract Administrator* with the *Contractor’s* or any *Subcontractors’* WorkSafeBC registration number.

Add 21.2.4 Concurrently with making any application for payment under this *Contract*, the *Contractor* will

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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.

Add 21.2.5

The *Contractor* may or may not have received, as part of the *Contract Documents*, a “Pre-Contract Hazard Assessment” prepared by or for the *Owner* pursuant to the *Owner’s* statutory obligations under the WorkSafeBC/H&S Regulation (Section 119 of the WCA) as an “owner of a workplace”. Despite the *Owner’s* statutory obligations, the *Contractor* now acknowledges and agrees that the *Contractor* may not rely on the “Pre-Contract Hazard Assessment” and now agrees to assume by the terms of this *Contract* full responsibility for carrying out the *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 *Contract Administrator* prior to the *Owner* being obligated to issue the *Notice to Proceed*.

Add 21.2.6

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

- (1) unpaid WorkSafeBC assessments of the *Contractor* or any other employer for whom the *Contractor* is responsible under this *Contract*;
- (2) the acts or omissions of any person engaged directly or indirectly by the *Contractor* in the performance of this *Contract*, or for whom the *Contractor* is liable pursuant to the *Contractor’s* obligations as the Prime Contractor, and which acts or omissions are or are alleged by 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
- (3) any breach of the *Contractor’s* obligations under this GC4.2.

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22.1	Contractor to Indemnify	Delete 22.1 and replace with	<p>The <i>Contractor</i> releases the <i>Owner</i>, 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 <i>Contractor</i>, its <i>Subcontractors</i>, and their respective officers, employees and agents, or suffered or experienced by any other entity or person in connection with the performance of the <i>Work</i>.</p> <p>Despite the provision of insurance coverage by the <i>Owner</i>, the <i>Contractor</i> hereby agrees to indemnify and save harmless the <i>Owner</i>, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the <i>Owner</i> may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the <i>Contract</i>, that arise out of the acts of the <i>Contractor</i>, its <i>Subcontractors</i>, or their respective officers, employees or agents under the <i>Contract</i>.</p> <p>This indemnity will not affect or prejudice the <i>Owner</i> from exercising any other rights that may be available to it at law or in equity.</p> <p>The release and indemnity set out in this GC will survive the expiry or sooner termination of the <i>Contract</i>.</p>
22.2	Owner to Indemnify	Deleted 22.2.2 and replace with	<p>If the <i>Owner</i> performs work at the <i>Place of the Work</i> at the same time as the <i>Contractor</i> is performing the <i>Work</i>, then the <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i>, and the <i>Contractor's</i> agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the negligent acts or omissions of the <i>Owner</i>, the <i>Owner's</i> agents, or employees in the performance of that work.</p>
22.4	Patent Infringement	Add 22.4	<p><i>Contractor</i> hereby agrees to indemnify and save harmless the <i>Owner</i>, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the <i>Owner</i> may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the <i>Contract</i>, that arise out of any actual or alleged infringement of any <i>Intellectual Property Rights</i> caused by the performance of the <i>Work</i> or the use of any process, work, material, matter, thing or method used or supplied by the <i>Contractor</i> or any <i>Subcontractor</i> in the performance of the <i>Work</i>.</p>

24.0 INSURANCE

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24.1 Required Insurance

Delete 24.1.1 to 24.1.6 and replace with

- (1) The *Contractor* shall obtain and maintain throughout the term of the *Contract* and the prosecution of the *Work*, all of the insurance policies described in Schedule 9 of the *Contract Documents*.
- (2) All insurance coverage described in Schedule 9 of the *Contract Documents* shall be issued by an insurance carrier or agent acceptable to the *Owner* and licensed to conduct business in the Province of British Columbia.
- (3) Upon request of the *City 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 24.
- (4) Contractors and their *Subcontractors* shall be required to furnish evidence of the renewal of policies described in this GC 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.
- (5) 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.
- (6) Each policy described in Schedule 9 of the *Contract Documents* 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."
- (7) In addition to the requirements of Schedule 9 of the *Contract Documents*, each *Contractor* and each of its *Subcontractors* shall provide at its own cost any additional insurance which it is

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required by law to provide or which it considers necessary.

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 24 from any monies which are due or may become due to the *Contractor*.

25.0 MAINTENANCE PERIOD

25.1 Correction of Defects

Delete 25.1.1 and replace with

The *Contractor* shall, at the *Contractor's* own expense, promptly correct defects or deficiencies in the *Work* that appear prior to and during the period of one year from the date of the *Certificate of Substantial Performance*, or such longer periods as may be specified in the *Contract Documents* for certain products or *Work* (the "*Maintenance Period*"), including damage caused by backfill deficiency.

Add 25.1.4

Whether the *Contractor* should replace defective products or *Work*, or repair the same, shall be determined by the *Contract Administrator*. Should the *Contractor* fail to make good defects within 3 *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 18.11, 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 18.11 - 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 *Contract Administrator*, 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 *Contract Administrator* 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

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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 *Contract Administrator* 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.

END OF Supplementary General Conditions

**SCHEDULE 2
SPECIFICATIONS AND DRAWINGS**

The following is a list of the Specifications and Drawings:

W 49th Ave Sewer Separation Specifications:

Supplementary Specifications to Measurement and Payment Clauses

01 GENERAL REQUIREMENTS

Section 01 10 00S Technical Construction Specifications Definitions

Section 01 14 00S Control of the Work within Municipal Right-of-Way

Section 601 32 16.19S Construction Schedule

Section 01 33 00S Submittal Procedures

Section 01 33 01 Project Record Documents

Section 01 35 29.06S Health and Safety Requirements

Section 01 41 00S Municipal Permits

Section 01 42 00 Reference Specifications - Site and Infrastructure

Section 01 45 00S Quality Management

Section 01 51 01 Temporary Utilities and Lighting

Section 01 53 01 Temporary Facilities

Section 01 54 00S Mobilization

Section 01 55 00 Traffic Control, Vehicle Access and Parking

Section 01 57 01 Environmental Protection

Section 01 58 01 Project Identification

Section 01 59 01S Archaeological Management

03 CONCRETE

Section 03 30 20 Concrete Walks, Curbs and Gutters

Section 03 30 53 Cast-in-Place Concrete

Section 03 40 01 Precast Concrete

31 EARTHWORKS

Section 31 05 17 Aggregates and Granular Materials

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SCHEDULE 2 - SPECIFICATIONS AND DRAWINGS

Section 31 11 41 Shrub and Tree Preservation

Section 31 15 60 Dust Control

Section 31 23 01 Excavating, Trenching and Backfilling

Section 31 23 17 Rock Removal

Section 31 23 23 Controlled Density Fill

Section 31 24 13 Roadway Excavation, Embankment and Compaction

32 ROADS AND SITE IMPROVEMENTS

Section 32 01 11 Pavement Surface Cleaning and Removal of Pavement Markings

Section 32 11 16.1 Granular Subbase

Section 32 11 23 Granular Base

Section 32 12 13.1 Asphalt Tack Coat

Section 32 12 17 Superpave Hot-Mix Asphalt Concrete Paving

Section 32 13 13 Portland Cement Concrete Paving

Section 32 14 01 Unit Paving

Section 32 15 01S Surface Restoration

Section 32 15 02S Private Development Site Works

Section 32 17 23 Painted Pavement Markings

Section 32 17 24S Signage

Section 32 91 21 Topsoil and Finish Grading

Section 32 91 22S Engineered Soil

Section 32 92 20 Seeding

Section 32 92 23 Sodding

33 UTILITIES

Section 33 01 30.1 CCTV Inspection of Pipelines

Section 33 01 30.2 Cleaning of Sewers

Section 33 11 01 Waterworks

Section 33 34 01 Sewage Forcemains

Section 33 40 01 Storm Sewers

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 SCHEDULE 2 - SPECIFICATIONS AND DRAWINGS

Section 33 44 01 Maintenance Holes and Catchbasins

Section 33 50 01S Third-Party Utilities

Section 33 09 40S Instrumentation and Control for Utilities

Section 33 70 00S Electrical Utilities

34 TRANSPORTATION

Section 34 41 13 Traffic Signals

W 49th Ave Sewer Separation Drawings:

Drawing Title		Sheet No.	Revision No.	Date
Cover Sheet				
Site Plan	W 49 th Ave Site Plan and General Notes	01 of 09	5	07/30/2021
Storm and Sanitary Sewers	W 49 th Ave from Oak St to Fremlin St	02 of 09	7	07/30/2021
Storm and Sanitary Sewers	W 49 th Ave from Laurel St to Tisdall St	03 of 09	7	07/30/2021
Storm and Sanitary Sewers	Lane West of Oak St, Oak St, & Fremlin St at W 49 th Ave	04 of 09	6	07/30/2021
Storm and Sanitary Sewers	Laurel St R.O.W. & Lane West of Tisdall St at W 49 th Ave	05 of 09	6	07/30/2021
Details	Tie in Details Sheet 01 of 04	06 of 09	6	07/30/2021
Details	Tie in Details Sheet 02 of 04	07 of 09	2	07/30/2021
Details	Tie in Details Sheet 03 of 04	08 of 09	3	07/30/2021
Details	Tie in Details Sheet 04 of 04	09 of 09	3	07/30/2021

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SCHEDULE 2 - SPECIFICATIONS AND DRAWINGS

Optional Work Specifications -Protected Bike Lanes:

Supplementary Specifications to Measurement and Payment Clauses

01 GENERAL REQUIREMENTS

Section 01 54 00S Mobilization and Demobilization

Section 01 55 00 Traffic Control, Vehicle Access and Parking

32 TRANSPORTATION SCOPE

Section 32 15 01S Eradication of existing paint lines

Section 32 15 01S Eradication of existing paint symbols

Section 32 15 01S Surface Restoration

Section 32 17 23 Supply and Install of paint lines and symbols

Section 32 17 23 Supply and Install of Green Bicycle Paint

Section 32 17 23 Supply and Install of paint symbols

Section 32 17 24S Install of traffic signage

Section 32 17 24S Relocation of existing traffic signage

Optional Work Drawings -Protected Bike Lanes:

Drawing Title		Sheet No.	Revision No.	Date
Protected Bike Lanes Paint Plan	W 49 th Ave (LW of Oak St to Cambie St)	01 of 02	50%	08/26/2021
Protected Bike Lanes Paint Plan	W 49 th Ave (LW of Oak St to Cambie St)	02 of 02	50%	08/26/2021

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

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CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 3 - SCHEDULE OF QUANTITIES AND PRICES

SCHEDULE 3
SCHEDULE OF QUANTITIES AND PRICES

(to be added from the Contractors Tender)

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 4 - SUBCONTRACTORS AND SUPPLIES

SCHEDULE 4
SUBCONTRACTORS AND SUPPLIES

(to be inserted prior to contract execution)

**SCHEDULE 5
CONSTRUCTION SCHEDULE**

(to be inserted prior to contract execution)

SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIALS PAYMENT BONDS

(to be inserted prior to contract execution)

**SCHEDULE 7
INSURANCE CERTIFICATES**

(to be inserted prior to contract execution)

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 8 - FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

SCHEDULE 8
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

(to be added from the Contractors Tender)

**SCHEDULE 9
INSURANCE REQUIREMENTS**

1. The Contractor and Subcontractors, at their expense, shall retain the following types of insurance:
 - (a) wrap-up liability insurance protecting the Owner, the Contract Administrator and their respective officials, officers, employees, agents and consultants (collectively, the "City Insurance Group") and the Contractor and its officers, employees, agents and subcontractors against damages arising from bodily injury, death, third party property damage, and sudden & accidental pollution that may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work. The policy shall be maintained continuously throughout the entire term of the contract through to the date on which the certificate of completion has been issued for the Work and in the case of completed operations coverage for a further 24 months. The insurance shall be for an amount of not less than \$10,000,000, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed \$50,000;
 - (b) all-risk contractor's equipment insurance covering all equipment owned or rented by the Contractor and its agents or employees against loss or damage with coverage sufficient to allow for immediate replacement,
 - (c) installation floater insurance against physical loss or damage to materials, supplies and labour costs for the Work,
 - (d) commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence and in the aggregate with respect to bodily injury, death, third party property damage, and sudden & accidental pollution, which may arise out of the operations of the Contractor, its Subcontractors, or their respective agents or employees in connection with the Work. This policy will by its wording or by endorsement include:
 - (i) personal injury coverage,
 - (ii) products and completed operations coverage,
 - (iii) cross liability or severability of interest clause,
 - (iv) blanket contractual liability coverage,
 - (v) non-owned auto liability coverage, and
 - (vi) contractor's pollution liability coverage, and
 - (d) automobile liability insurance to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of \$5,000,000 inclusive per accident.

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CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 10 - CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

SCHEDULE 10
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

Owners List of Known Workplace Hazards

CONTRACT TITLE: 49TH AVENUE SEWER SEPARATION PROJECT CONSTRUCTION SERVICES

PROJECT MANAGER (CITY EMPLOYEE): TIFFANY KIRK

**CONTRACT NAME: 49TH AVENUE SEWER SEPARATION PROJECT CONSTRUCTION SERVICES
CONTRACT NUMBER: PS20210388**

HAZARD OR ISSUE	Project Manager
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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) may be encountered (existing u/g conduits and pipes may contain asbestos)	Y
b) A hazardous materials assessment for asbestos is provided in the tender package	N
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y

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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered (existing u/g conduit and pipe may contain lead)	Y
b) A hazardous materials assessment for lead is provided in the tender package	N
c) A hazardous materials assessment for lead is the responsibility of the contractor	Y

<p>3. OTHER HAZARDOUS MATERIALS - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)</p> <p>Oak Street is a former interurban trolley line. Crews may encounter rail ties (potentially creosote treated) during shallow excavation on Oak Street at 49th Avenue.</p>	<p>Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)</p>
a) A hazardous materials assessment for creosote is provided in the tender package	N
b) A hazardous materials assessment for creosote will be provided in the tender package	N
c) A hazardous materials assessment for creosote will be the contractors responsibility	Y

<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>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	N
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	N
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y

<p>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.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical - potential arc flash or electrical shock, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	NA
b) Work will be performed on or near energized equipment, lines, or circuits	Y

If yes to a) or b) describe:

The Contractor will be working within close proximity to existing energized overhead/underground BC Hydro power supply lines, existing overhead trolley power supply lines and existing City owned underground street lighting and traffic signal power supply lines.

6. 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.	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 - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards (arc flash and/or electrical shock) associated with overhead power lines such as limits of approach and contact or underground utilities	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)	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	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	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?

Contractor to obtain written assurances from CMBC regarding limits of approach to overhead trolley power lines, and from BC Hydro regarding limits of approach to overhead and underground power supply lines.

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	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 chemicals currently in use at the worksite will be available, on request, to the contractor	NA

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

The Contractor's workers may be exposed to silica exposure during the removal of existing pavement, curb/gutter, sidewalk, sewer pipes etc.

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dbA.	NA

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

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Tiffany Kirk	
Project Manager Signature:	Date:
Title: Senior Project Manager	Phone: 604- 379-6042

49th Avenue Sewer Separation Project - Typical Risks - Contractor's Site Specific Health Safety Environmental Management Plan

Typical Construction Activities	Typical Safety Risks for Consideration	Typical preparation prior to accessing work site
<ul style="list-style-type: none"> Site reconnaissance 	Conflict with vehicles, cyclists and pedestrians Site presence occurs prior to active control (TCP) of work site by Contractor	Obtain information regarding all known utilities (BC One Call, Rogers, CoV etc.) Complete hazard assessment for site reconnaissance. Work plan for Contractor personnel on street ROW.
<ul style="list-style-type: none"> Install and maintain physical Construction Traffic Control Plan (active control of work site) for each phase 	Conflict with motorized vehicles (vs crew, equipment, pedestrians and cyclists) Conflict with cyclists (vs crew, equipment, pedestrians) Safe passage of pedestrians/cyclists to/through the work site Transport/placement of the TCP equipment (barricades, signs, etc.) at the work site Maintenance/monitoring of TCP equipment during (and outside of) active construction hours High traffic volumes, buses, trucks on Oak Street and 49th Avenue	Complete hazard assessment for Construction Traffic Control Prepare Construction Traffic Control Plan (CTCP, by a qualified P.Eng.) Obtain City's acceptance of CTCP Prepare CTCP installation work plan Ensure trained staff (TCP's etc)
<ul style="list-style-type: none"> Construction survey (no dig activity) 	Conflict with motorized vehicles, cyclists and pedestrians Fall risk when sewer manholes opened up for viewing/elevations. Site presence occurs prior to active control (TCP) of work site by Contractor	Complete hazard assessment for construction survey Prepare construction survey work plan
<ul style="list-style-type: none"> Locate/mark existing U/G utilities (no dig activity) 	Conflict with vehicles, cyclists and pedestrians Site presence occurs prior to active control (TCP) of work site by Contractor	Complete locate hazard assessment Prepare U/G locate work plan
<ul style="list-style-type: none"> Sawcut the existing pavement over the proposed trench 	Conflict with vehicles, cyclists and pedestrians Damage to shallow utilities Exposure to high noise levels Injury due to equipment failure (broken saw blades, punctured hydraulic lines etc.) Potential asbestos exposure Potential silica exposure Potential flying debris Potential creosote exposure (Oak Street)	Prelocate all utilities Complete hazard assessment for sawcutting Prepare sawcutting work plan Ensure trained staff

<ul style="list-style-type: none"> • Mobilize large equipment to site 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead energized trolley wires (Oak Street) Contact with overhead energized BC Hydro lines Contact with overhead TELUS lines Contact with overhead tree canopy Contact with overhead/adjacent CMBC trolley bus contact arms (Oak Street) Contact with overhead street lights, traffic signals and traffic signs Equipment failure (tie-downs on trucks, etc.) Improper procedure while unloading equipment Rollaway/uncontrolled equipment 	<ul style="list-style-type: none"> Complete hazard assessment for mobilization of large equipment Prepare work plan for transport/delivery to site Ensure rigging/tiedowns adequate for loads Obtain permit(s) for transportation of oversized vehicles (if required) Inquire with CMBC (Oak Street), BC Hydro and the City to determine/confirm safe working procedures when working in proximity to electrified services (applies to most construction activities described in this document). Ensure trained staff
<ul style="list-style-type: none"> • Deliver pipe materials, trench construction cages etc. to site 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Equipment failure (rigging, etc.) Improper securement of materials 	<ul style="list-style-type: none"> Complete hazard assessment for material delivery Prepare work plan for transport/delivery to site Prepare lift plan Ensure rigging/tiedowns adequate for loads Obtain permit(s) for transportation of oversized vehicles (if required) Ensure trained staff
<ul style="list-style-type: none"> • Install/maintain temporary sewer bypass pumping systems 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Contact with CMBC trolley bus arms Trip hazards caused by temporary pipes on surface Unsecured loads falling on workers/public Pumping equipment failure (pumps, piping, joints) Electrical power failure (pump failure) Electrical shock (power supply lines to pump) Blocked service connection (storm/sanitary back up into private property) Exposure to liquid waste Trench failure 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment for bypass pumping installation Prepare engineered plan of bypass system Prepare engineered plan for trench support (as required) Prepare access/egress plan Prepare lift plan Prepare plan for isolation of live systems, lines and piping Ensure trained staff (spotters, welders, electricians etc.) Ensure back-up power supply available Ensure backup pumps available (redundancy) Ensure trained staff
<ul style="list-style-type: none"> • Break up and remove the existing pavement over the proposed trench 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Equipment failure Damage/contact with shallow utilities Exposure to high noise levels Potential asbestos in asphalt Potential silica exposure Potential creosote exposure (Oak Street) Exposure to flying debris Exposure to falling materials 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare work plan Ensure trained staff

<ul style="list-style-type: none"> Excavate sewer trench 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Exposure to unsecured/falling loads Exposure to liquid waste Potential creosote exposure (Oak Street) Trench failure Equipment failure Fall hazard Contact with live watermain (sudden release of water under pressure) Contact with live electrical conduit (electrical shock) 	<ul style="list-style-type: none"> Prelocate all utilities Complete excavation hazard assessment Prepare engineered plan for trench support Prepare engineered plan for support of exposed utilities Prepare access/egress plan Prepare plan for excavator operation and truck access Prepare plan for isolation of live systems, lines and piping Ensure trained staff
<ul style="list-style-type: none"> Place pipe bedding material 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Exposure to unsecured/falling loads Exposure to liquid waste Trench failure Equipment failure Fall hazard 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare engineered plan for trench support Prepare access/egress plan Prepare plan for excavator operation and truck access Prepare plan for isolation of live systems, lines and piping Ensure trained staff
<ul style="list-style-type: none"> Place sections of new pipe (one sanitary pipe, one storm pipe) and construct maintenance access (manholes) 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Contact with CMBC trolley bus arms Exposure to unsecured/falling loads Exposure to liquid waste Trench failure Equipment failure Fall hazard 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare engineered plan for trench support Prepare access/egress plan Prepare plan for excavator operation and truck access Prepare plan for isolation of live systems, lines and piping Ensure trained staff
<ul style="list-style-type: none"> Test pipes and pipe connections (i.e. CCTV, mandrel, air test) 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Exposure to liquid waste Trench failure Testing equipment failure (unplanned air release) Connection failure (unplanned air release) Fall hazard 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare access/egress plan Prepare plan for test equipment install/operation/removal Prepare plan for isolation of live systems, lines and piping Ensure trained staff

<ul style="list-style-type: none"> • Connect new mainline pipe sections to the live sewer system 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead hazards (see full listing above) Exposure to unsecured/falling loads Exposure to liquid waste Trench failure Equipment failure Fall hazard Exposure to existing sewer flows 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare access/egress plan Prepare plan for connection works (cutting material, placing connections pipe, initial backfill) Prepare plan for isolation of live systems, lines and piping Provide bypass pumping as required Ensure trained staff
<ul style="list-style-type: none"> • Transfer existing connections from the old sewer pipes to the new sewer pipes 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead plant (see listing above) Contact with CMBC trolley bus arms Exposure to unsecured/falling loads Exposure to liquid waste Trench failure Equipment failure Fall hazard 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare access/egress plan Prepare plan for connection works (cutting material, placing connections pipe, initial backfill) Prepare plan for isolation of live systems, lines and piping Ensure trained staff
<ul style="list-style-type: none"> • Backfill sewer trench (multiple lifts) 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead plant (see listing above) Contact with CMBC trolley bus arms Exposure to falling materials Burial by granular materials (unplanned release) Exposure to liquid waste Trench failure Equipment failure Fall hazard 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment Prepare access/egress plan Prepare plan for backfill placement/compaction Ensure trained staff
<ul style="list-style-type: none"> • Complete trench pavement repairs 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead plant (see listing above) Contact with CMBC trolley bus arms Exposure to hot materials Exposure to silica Potential creosote exposure (Oak Street) Equipment failure 	<ul style="list-style-type: none"> Prelocate all utilities Complete hazard assessment for paving Prepare work plan for transport/delivery of large paving equipment to site Prepare work plan for asphalt delivery and placement Obtain permit(s) for transportation of oversized vehicles (if required) Ensure trained staff
<ul style="list-style-type: none"> • Remove excess materials, construction trench cages etc and clean up the work site for public use 	<ul style="list-style-type: none"> Conflict with vehicles, cyclists and pedestrians Contact with overhead plant (see listing above) Contact with CMBC trolley bus contact arms Equipment failure (tie-downs on trucks, etc.) Improper procedure while loading equipment Rollaway/uncontrolled equipment 	<ul style="list-style-type: none"> Complete hazard assessment for demobilization Prepare work plan for transport/removal from site, debris removal etc Ensure rigging/tiedowns adequate for loads Obtain permit(s) for transportation of oversized vehicles (if required) Ensure trained staff

<ul style="list-style-type: none"> Remove Construction Traffic Control Plan for each stage 	<ul style="list-style-type: none"> Conflict with motorized vehicles (vs crew, equipment, pedestrians and cyclists) Conflict with cyclists (vs crew, equipment, pedestrians) Safe passage of pedestrians/cyclists to/through the work site Transport/removal of the TCP equipment (barricades, signs, etc.) from the work site Maintenance/monitoring of work site during removal High traffic volumes, buses, trucks on Oak Street and 70th Avenue 	<ul style="list-style-type: none"> Complete hazard assessment for Traffic Control Plan removal Prepare TCP removal work plan Ensure trained staff (TCP's etc)
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List of Typical Regulatory Requirements

Workers Compensation Act - Part 2 Occupational Health and Safety

Workers Compensation Act - Schedules

Core Requirements of Contractor - WorkSafeBC OHS Regulations Part 1 to 4

Chemical Agents and Biological Agents - WorkSafeBC OHS Regulations Part 5

Construction, Excavation and Demolition - WorkSafeBC OHS Regulations Part 20

Traffic Control - WorkSafeBC OHS Regulations Part 18

Electrical Safety - WorkSafeBC OHS Regulations Part 19

City of Vancouver Noise Control By-law 6555

Noise, Vibration, Radiation and Temperature - WorkSafeBC OHS Regulations Part 7

Substance Specific Requirements - WorkSafeBC OHS Regulations Part 6

Personal Protective Clothing and Equipment - WorkSafeBC OHS Regulations Part 8

Mobile Equipment - WorkSafeBC OHS Regulations Part 16

Rigging - WorkSafeBC OHS Regulations Part 15

Cranes and Hoists - WorkSafeBC OHS Regulations Part 14

De-energization and Lockout - WorkSafeBC OHS Regulation Part 10

Ladders, Scaffolds and Temporary Work Platforms - WorkSafeBC Regulations Part 13

Potential Additional Requirements Depending on Contractors Work Execution Plan:

Fall Protection - WorkSafeBC OHS Regulations Part 11

Confined Spaces - WorkSafeBC OHS Regulations Part 9

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 11 - CONTRACTOR'S PRE-CONTRACT HAZARD ASSESSMENT FORM

SCHEDULE 11
CONTRACTOR'S PRE-CONTRACT HAZARD ASSESSMENT FORM

Contractors Pre-Work Hazard Identification

CONTRACT TITLE _____

PROJECT MANAGER (CITY EMPLOYEE) _____

CONTRACTOR REPRESENTATIVE _____

CONTRACT NAME & # _____

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 Contractors Pre-Work Hazard Identification (CHI) document 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 reference a completed copy of the **List of Known Workplace Hazards**, initially provided with the tender package. The contractor is also responsible to reference any **Hazardous Materials Assessments**, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

Instructions for Completion

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

Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor

N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

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

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

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

Documentation and Training Requirements

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

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

For any identified hazard marked with a **(T)**, the contractor is responsible to train their 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	Contractor Confirmation
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.	Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
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 TBD
b) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
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 startup	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.	Yes (Y) No (N) or Not Applicable (NA)
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 TBD
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD
c) We have a written exposure control program for Lead (D)	Y N NA

3. OTHER HAZARDOUS MATERIALS - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____	Yes (Y) No (N) or Not Applicable (NA)
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 TBD
b) We have reviewed the hazardous materials assessment for (insert hazardous material	Y N NA

type here) provided by the City of Vancouver, or a third party, in the tender package	TBD
c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

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.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
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
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.	Yes (Y) No (N) or Not Applicable (NA)
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

Note: If yes to a) or b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.

If yes to a) or b) describe:

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.	Yes (Y) No (N) or Not Applicable (NA)
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)	Y N NA
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)	Y N NA
c) Our employees who will be required to use fall protection and have received training (T) (D)	Y N NA
d) The use of Aerial Lifts requires worker training and the use of fall protection. (T) (D)	Y N NA

If yes to a), describe:

6B. AERIAL LIFTS, SCAFFOLDING AND LADDERS - window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will use aerial lists, 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	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 48 hours in advance of the project startup date	Y N NA
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, VAPORS, AND DUSTS - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or
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body vibration examples include truck or equipment operator and jackhammer operation	Not Applicable (NA)
a) Our employees will be exposed to noise levels above 85dba	Y N NA
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	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not
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	Applicable (NA)
a) We will weld, solder, or cut with a torch	Y N NA
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)	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection eg silica dust	Y N NA
b) We have a written respiratory protection program (D)	Y N NA

16. TOOLS MACHINERY AND EQUIPMENT	Yes (Y) No (N) or Not Applicable (NA)
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:

17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.	Yes (Y) No (N) or Not
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	Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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 pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
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
c) We will put in place any required traffic control devices	Y N NA
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) <i>“Traffic Control Manual for Work on Roadways”</i>	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

21. CRYSTALLINE SILICA DUST	Yes (Y) No (N) or Not Applicable (NA)
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	Yes (Y) No (N) or Not Applicable (NA)
We foresee additional health and safety concerns associated with the work	Y N NA

If yes, describe:

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

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:

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)	Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	
f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	
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))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	

q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	

INVITATION TO TENDER NO. PS20210388
CONSTRUCTION SERVICES FOR SEWER SEPARATION - WEST 49th AVENUE
SCHEDULE 12 - CONTRACTOR'S KEY PERSONNEL

SCHEDULE 12
CONTRACTOR'S KEY PERSONNEL

(to be added from the Contractors Tender)