



INVITATION TO TENDER No. PS07031  
BLENHEIM STREET REHABILITATION  
Construction of PC Concrete Curbs, Gutters and Sidewalks

Tenders are to be addressed to the Office of the City Clerk, and delivered to the Courier Delivery Drop-Off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the "Closing Time" of 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below), TUESDAY, May 1, 2007 and registered at 11:00:00 A.M. on WEDNESDAY May 2, 2007.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX

- (i) All *technical queries* for this ITT will be submitted in writing to the attention of:

Peter Brennert, Engineering (herein referred to as the "Engineer")  
E-mail: [peter.brennert@vancouver.ca](mailto:peter.brennert@vancouver.ca) with a copy to  
E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

- (ii) All *other queries* for this ITT will be submitted in writing to the attention of:

Cheryl A. Brown, Contracting Specialist, B.A. (Hons.), C.P.P.  
E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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PART A- INTRODUCTION**

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**1.0 Invitation to Tender**

By this Invitation to Tender PS07031 (the "ITT"), the City of Vancouver ("City") invites tenders for the construction of various street improvements on Blenheim Street in the City of Vancouver. This work (the "Work") includes: (1) the construction of Portland Cement ("PC") concrete sidewalks; (2) the construction of PC curbs and gutters; (3) the installation of PC traffic circles; (4) the construction of Asphalt Cement ("AC") paving; (5) construction of PC concrete center medians; and (6) installation of other landscaping features. The Work also includes traffic control, miscellaneous testing procedures and all related appurtenances associated with street reconstruction. For a detailed map of the Blenheim Street, please refer to Part I.

The Tender Documents are available for pick-up during normal business hours after 10:00 A.M. (Vancouver Time) at:

City of Vancouver  
Client Service Center,  
1<sup>st</sup> floor, City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

on payment to the "City of Vancouver" of a non-refundable amount of CDN \$50.00 including GST.

The Tender Documents are also available for viewing at:

Vancouver Regional Construction Association  
3636 East 4th Avenue  
Vancouver, BC V5M 1M3

The lowest or any Tender may not necessarily be accepted and the City will not be responsible for any cost incurred by the Tenderer in preparing the Tender.

**2.0 Information Meeting**

An information meeting regarding the ITT and the Work (the "Information Meeting") will be held:

Date: April 11, 2007  
Time: 9:30 a.m. - 10:30 a.m.  
Location: Purchasing Boardroom, 2<sup>nd</sup> floor City Hall, 453 West 12<sup>th</sup> Ave.,  
Vancouver, BC

The Information Meeting will include an overview of the ITT Requirements, the background documents and process, and will also enable Tenderers to seek clarification regarding the ITT, in a communal forum.

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PART A- INTRODUCTION**

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**3.0 Administrative Requirements**

- 3.1 Immediately after attending the Informational Meeting, please indicate whether you will be submitting a Tender, by sending the Response Notification Form (Part C, Schedule J).
- 3.2 It is the responsibility of the Tenderers to thoroughly examine the Tender Documents to regularly check the City's website prior to the Closing Time, at <http://www.vancouver.ca/bid/bidopp/openbid.htm>, for amendments, addenda, and questions and answers related to this ITT.
- 3.3 Tenderers are to submit their Tenders in accordance with instructions on the cover page and as provided within this Part A of the ITT.

**4.0 Conduct of ITT - Inquiries and Clarifications**

- 4.1 The City's Manager - Materials Management will have conduct of this ITT for the City. All communications relating to the ITT are to be directed only to the contact person(s) named on the cover page.
- 4.2 All inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to [peter.brennert@vancouver.ca](mailto:peter.brennert@vancouver.ca) and [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) to the attention of the appropriate contact person shown on the cover page before the deadline date. If required, an addendum will be issued to all registered Proponents and posted on the City's website as noted in item 3.2 above.

**5.0 Defined Terms**

- 5.1 All terms used in the ITT that are defined anywhere in the Tender Documents will have the meanings given to them where they are defined.

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PART B - INSTRUCTIONS TO TENDERERS**

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**1.0 INTRODUCTION**

The Work is to be carried out in the City of Vancouver and consists of the construction of various street improvements on Blenheim Street as follows.

**Blenheim Street - Construction sites:**

3200 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
3300 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
3400 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
3500 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
3600 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
3700 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
3800 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
3900 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4000 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4100 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4200 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4300 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
4400 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4500 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4600 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4700 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4800 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
4900 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5000 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5100 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5200 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5300 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5400 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5500 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
5600 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
5700 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5800 Block Blenheim St - Corner Bulges, Reconstruct road (140 mm) and Base (150 mm)  
5900 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
6000 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay  
6100 Block Blenheim St - Corner Bulges, 50 mm AC pavement grind & overlay

**1(A) DEFINITIONS**

- 1A.1 "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*, SBC 1953, c.55;
- 1A.2 "Claims" means any complaints, demands, claims, actions, suits, proceedings, orders and judgments for any injury, loss, damage, liability, deficiency, cost or expense of any kind arising in any way in connection with the ITT, the Contract or the Work;
- 1A.3 "Contract" means the legal agreement between the City and a successful Tenderer by which the successful Tenderer agrees and will be required to perform the Work, in return for which the City will agree and be required to pay monetary remuneration to

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that successful Tenderer, the terms of which are contained in the Tender Documents and the Tender of the successful Tenderer, as accepted by the City;

- 1A.4 "Form of Tender" means the form of tender in Part C to the ITT;
- 1A.5 "Information and Privacy Legislation" includes the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all other similar legislation in effect from time to time;
- 1A.6 "Tax Legislation" includes, without limitation, the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
- 1A.7 "Tender" means any tender submitted to the City in response to the ITT;
- 1A.8 "Tender Contract" means any contract formed between the City and any Tenderer in relation to the tender process contemplated by the ITT, on the City's receipt of a Tender in response to the ITT;
- 1A.9 "Tender Documents" means all the documents listed in the Table of Contents to the ITT, all other specifications and drawings for the Work referred to in the Tender Documents and any addenda thereto and all other documents referred to herein as forming a part of the ITT, including, without limitation:

Part A - Introduction

Part B - Instructions to Tenderers portion of the ITT;

Part C - Form of Tender, including all Schedules thereto, portion of the ITT;

Part D - Form of Agreement portion of the ITT, as executed by the City and the Contractor;

Part E - General Conditions portion of the ITT;

Part F - Supplementary General Conditions portion of the ITT;

Part G - Appendix "A" - Prime Contractor Agreement Form portion of the ITT;

Part H - Supplemental Specifications and Drawings portion of the ITT;

Part I - Project Scope Drawings portion of the ITT, bound separately Consent of Surety required hereunder;

Bid Bond required hereunder;

Performance Bond required hereunder;

Labour and Materials Payment Bond required hereunder; and

Any addenda to any Tender Documents; and

Some Contract Document which are included in the Contract by reference only and are included with the ITT. They are the Specifications and Standard Detail Drawings contained in the publication entitled "Master Municipal Construction Document, Volume II - Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings" (printed 2000), and are hereby included by reference in the Tender Documents.

- 1A.10 "Tender Price" means the total monetary amount of all prices proposed in the Tender, including all applicable taxes;
- 1A.11 "Tenderer" means any person(s) or entity(ies) submitting a Tender in response to the ITT;

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1A.12 "Work Site" means the area or areas on and about the City property where the Work is to be carried out.

**2.0 TENDERS**

2.1 Tenderers must complete the Form of Tender and the schedules thereto, as required hereby, and package, seal and return it to the City, along with a bid bond as hereinafter described and all other additional information and materials required hereby, before the Closing Time.

2.2 Unless otherwise stipulated, Tenders must be put on the Form of Tender;

2.3 Tenders should be enclosed in a sealed plain envelope, clearly marked as follows:

"INVITATION TO TENDER No. PS07031 - Blenheim Street Rehabilitation", with the Tenderer's name in the upper left hand corner.

2.4 Each Tender should be signed in longhand by or on behalf of the Tenderer, with the signatory's name printed clearly and legibly directly below the signature. Tenders by partnership should be signed by at least two (2) of the partners or by an authorized representative of each of at least two (2) partners, with the signatories' names and designations printed clearly and legibly directly below their respective signatures. Tenders by a companies should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Form of Tender, including the schedules thereto, should bear the initials of all persons signing the Form of Tender.

2.5 All blank spaces in the Form of Tender should be completed. All prices and notations should be typewritten or printed legibly in ink. Erasures, interlineations or other corrections should be initialled by all persons signing the Tender.

2.8 Tenders will be all inclusive and will be without qualification or condition.

2.9 All Tenders are to be filed as follows with the City, by the Closing Time:

Office of the City Clerk  
c/o Courier Delivery Drop-Off Office  
1<sup>st</sup> Floor, Vancouver City Hall  
453 West 12th Avenue  
Vancouver, B.C. V5Y 1V4

The Closing Time and the time of receipt of Tenders will be conclusively deemed to be the time shown on the clock at the City's Courier Delivery Drop-Off Office.

Tenders received after the Closing Time may be returned unopened to the Tenderer.

**3.0 TENDER PRICE**

3.1 The Tender Price is to be entirely in Canadian currency and to consist of:



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- (a) the total of all prices for all items listed in the Form of Tender; and
  - (b) all applicable taxes.
- 3.2 All Tender must include a breakdown of the Tender Price, as indicated on Schedule A to the Form of Tender. These breakdown or "unit" prices (if requested) will be used to calculate interim progress payments. Tenderers should ensure that the prices submitted accurately reflect their costs for each item. Tenderers may be required to justify the submitted breakdown. Failure by a Tenderer to submit a complete pricing breakdown may result in an incomplete Tender and may be cause for rejection.
- 3.3 The Tender Price will include any and all profits to the Tenderer for the Work and any and all costs of any kind that the Tenderer might incur in connection with the Work, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, financing and overhead for the Work.

#### **4.0 OPENING OF TENDERS**

- 4.1 All Tenders will be opened in public at City Hall, in Committee Room 2 on the third floor thereof, immediately following registration on Wednesday May 2, 2007.
- 4.2 The award of a Contract based on Tenders the City receives will be subject to the approval of its City Council.

#### **5.0 CONTRACT**

On the City Council's approval of a Tender, the successful Tenderer will become a contractor to the City in respect of the Work and will be required to sign the Form of Agreement set out in Part D to the ITT and, in accordance with the Contract, to perform the Work.

#### **6.0 ACCEPTANCE OF TENDER**

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

- 6.1 The City need not necessarily accept the Tender with the lowest bid or any Tender, and the City reserves the right to reject any and all Tenders at any time without further explanation or to accept any Tender considered advantageous to the City. Acceptance of any tender is contingent on funds being approved and a contract award being made by City Council. Tenders containing qualifications will be considered to be non-conforming Tenders in that they will fail to conform to the requirements of the Tender Documents and on that basis may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the Tender Documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these Tender Documents, and may at its sole discretion elect to consider non-conforming Tenders.
- 6.2 Tenders will remain open for the City to accept at any time for a period of sixty (60) calendar days after the Closing Time.

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- 6.3 The award of any Contract will be based on the evaluation of the Tenders by the City on any basis the City considers will best serve its interests, including but not limited to the following criteria, as the City in its discretion may apply them:
- (a) the overall cost to the City represented by the Tender;
  - (b) the reputation and experience of the Tenderer and the Tenderer's senior staff to be assigned to the Work;
  - (c) the technical credibility, financial resources and environmental responsibility of the Tenderer;
  - (d) the sources of materials the Tenderer proposes to use in the performance of the Work;
  - (e) the Tenderer's scheduling of the Work in relation to the City's schedule and its ability to complete the Work within the timeframe required by the City; and
  - (f) the best value to the City based on quality, service, price and any of the criteria set out herein based solely on the City's subjective assessment of the Tender.
- 6.4 If the City considers that all Tenders are priced too high, it may reject them all.
- 6.5 In order to meet budget limitations, or for any other reason, the City may make reductions to the Work as proposed in any Tender, by removing any items listed in Schedule A to the Form of Tender as submitted in the Tender and award the Contract for only the remaining items and the Tender Price will be reduced accordingly.
- 6.6 The City, prior to awarding of any Contract, may negotiate with the Tenderer presenting the lowest priced Tender, or with any Tenderer, changes in the Work, the materials, the specifications or any conditions without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders as a result of any changes in the Work, the materials, the specifications or any conditions, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.
- 6.7 The City will not be responsible for costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by a Tenderer as a result of or arising out of submitting a Tender or the City's acceptance or non-acceptance of any Tender or any breach by the City of any Tender Contract or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.
- 6.8 The City may award a Contract on the basis of policies and preferences not stated or otherwise than as stated in the ITT.
- 6.9 No guidelines or policies that might be applicable will give rise to any legal rights on the part of any Tenderer, the Contractor, any subcontractors or others as against the City and will in no case create any liability on the part of the City.

**7.0 BONDS**

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- 7.1 Each Tender must be accompanied by a Consent of Surety (Schedule "F" of the Form of Tender or equivalent) duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia and a bond (the "Bid Bond") payable to the "City of Vancouver" in the amount of ten percent (10%) of the Tender Price (not a dollar amount) as a security for the due execution of the Form of Agreement in Part D to the ITT and the delivery of the Bonds specified below.
- 7.2 The Bid Bonds of unsuccessful Tenderers will be returned to them as soon as possible after a Contract is awarded, and the Bid Bond of the successful Tenderer (the "Contractor") will be returned to it on execution of the Form of Agreement in Part D to the ITT, delivery of a Performance Bond for 50% of the Tender Price and a Labour and Materials Payment Bond for 50% of the Tender Price and commencement of the Work. The cost of all Bond premiums will be included in the Tender Price.
- 7.3 The forms of the Bonds will 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) |
- 7.4 All bonds must be issued by a surety company authorized and licensed to carry on business in British Columbia and must have an office in British Columbia.

**8.0 INSURANCE**

The successful Tenderer will be required maintain insurance in connection with the Work as described in the Part E - General Conditions portion of the ITT.

All Tender must include with them on submission to the City a Certificate of Insurance showing that the Tenderers currently carry insurance in all respects as required under the Part E - General Conditions portion of the ITT or written confirmation from an insurer demonstrating conclusively that the Tenderer will be able to meet those insurance requirements in all respects.

**9.0 WORKSAFE BC**

Tenderers should familiarize themselves with the latest WorkSafe BC ("WCB") requirements as set out in the Part E - General Conditions portion of the ITT.

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**10.0 SITE EXAMINATION**

- 10.1 The sites on which the Work is to be performed are City owned property.
- 10.2 Prior to submission of Tenders, all Tenderers, at their risk and expense, will make careful examination and investigations of and regarding all sites of the Work and ensure that they fully understand to their satisfaction the means of access to and from such all Work sites, the nature and scope of the Work and the requirements for the Work as shown in the drawings, specifications and other documents annexed hereto and incorporated by reference herein and of all other things necessary to the full and proper completion of the Work and the conditions under which it will be performed, and no allowances in the Tender Price or any portion thereof will be given subsequently to the successful Tenderer for any neglect, error, interpretation or misinterpretation in that respect.
- 10.3 The City gives no guarantees of any kind in relation to any sites of the Work or geotechnical information provided in or with the Tender Documents. Tenderers must evaluate such information themselves relative to actual conditions.

**11.0 CONTRACT DOCUMENTS - Intentionally Omitted**

**12.0 EXAMINATION OF TENDER DOCUMENTS**

- 12.1 Each Tenderer must examine the Tender Documents carefully and thoroughly and must satisfy itself that it fully understands them and the nature and scope of the Work, and each Tenderer will make its own assessment therefrom of the facilities and difficulties attending the performance and the completion of the Work.
- 12.2 No allowance will be given subsequently to the Contractor for any error, omission or negligence on his part or for non-compliance with the requirements of this clause.

**13.0 INTERPRETATION**

- 13.1 If any Tenderer is in doubt as to the meaning of any part of the Tender Documents, then, at least five (5) working days prior to the Closing Time, it will request of the Engineer that he or she provide a clarification or an interpretation thereof. To be in any way binding on the City, all such clarification and interpretation requests must be made in writing and the Engineer's response confirmed in writing by an addendum to the Tender Documents.
- 13.2 Prior to the Closing Time, all such requests for clarification of drawings, specifications or other Tender Documents will be answered in writing by the Engineer. The City will not be responsible for verbal or any other explanations or interpretations thereof. All addenda and other written notices so issued will become part of the Tender Documents and will be binding upon all Tenderers.

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**14.0 TAXES AND FEES**

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

**15.0 PRODUCT APPROVAL**

- 15.1 Wherever any Product (as defined in Part E - General Conditions portion of the ITT) is specified or shown herein by description of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Tender and award of the Contract will be based upon the use of such Products. Use of such Product descriptions in the Tender Documents is intended to establish a reference by which to measure the quality of the Products required for the Work. Where two or more Products are shown or specified herein, the Contractor may choose which to use.
- 15.2 For approval of Products other than those specified, Tenderers will submit a request in writing to the Engineer at least ten (10) working days prior to the Closing Time. Requests will clearly define and describe the Product for which approval is requested and be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the Product. Any Approval by the Engineer must be in the form of an addendum to the specifications in the Tender Documents issued to all persons who have received a set of the Tender Documents.
- 15.3 The City's approval for Products not specified in the Tender Documents will be given only insofar as they conform to specifications for the Work contained in the Tender Documents.

**16.0 METRIC MEASUREMENTS AND CO-ORDINATION**

- 16.1 The Work has been designed using metric dimensions. All linear dimensions have been expressed in millimetres in whole numbers (without decimal parts) and in meters with fractions thereof. The unit "mm" for millimetres has been deleted from the dimensioning of the drawings.
- 16.2 Within the Specifications, the unit symbols for all metric units are included. Also, the decimal parts have been included in the Specifications where Products have been "soft converted" (i.e., when the dimensions of the Product remain the same as they are at present but are expressed in metric equivalent units). Dimensions for spacing of Products have been expressed in millimetres in whole numbers in both the Specifications and Drawings.
- 16.3 As a general rule, all dimensioning of Products and equipment has been "soft converted". Exceptions to this rule are certain Products which are presently available in metric sizes and have been "hard converted"; i.e., where the Product itself is manufactured to rational metric dimensions.

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- 16.4 Where "hard conversion" Products have been specified and are available they will be supplied.
- 16.5 Care is required to ensure coordination of imperial and metric Products and in dimensioning and, in this regard, the Contractor will be entirely responsible for metric co-ordination of its Work.
- 16.6 The Contractor will ensure that all persons employed in the Work know how to use the metric system of measurement, and that they use metric references and measuring devices.

**17.0 SCHEDULING AND COMPLETION**

- 17.1 Time is of the essence for all purposes in relation to the ITT and in respect of the Contract and the performance of the Work.
- 17.2 Each Tenderer will complete and submit the Schedule B to the Form of Tender showing the proposed critical path construction schedule for the Work to clearly demonstrate how the Tenderer will start the work within fifteen (15) days of award of Contract. The Contractor must have Blenheim Street between 16<sup>th</sup> Avenue to King Edward, and 41<sup>st</sup> Ave to SW Marine Drive fully constructed before August 31, 2007. Note - Construction is *not* required where Blenheim Street intersects 16<sup>th</sup> Avenue, King Edward, 41<sup>st</sup> Avenue and SW Marine Drive. The Contractor must also achieve substantial performance of the Work, between 16th Avenue and SW Marine Drive, on or before **September 28, 2007**, subject to adjustment pursuant to the Contract, and completion of the Work by **October 31, 2007** or such later date as both parties may agree in writing.
- 17.3 The construction schedule included with the Tender must detail the timing for all major phases of the Work, including, without limitation, start and completion dates for each. The Tenderer may include details of timing for other Work components if considered to be advisable or necessary. Prior to the commencement of the Work, the City's water/sewer crews will endeavour to complete any of their activities in the area of the Work Site. The successful Tenderer will also be required to coordinate with City's electrical crews as required to facilitate traffic signal upgrades.
- 17.4 The Tenderer may close four contiguous city blocks at one time on Blenheim Street, and to the greatest extent possible, the Tenderer is expected to keep the intersections open to traffic, and 37<sup>th</sup> Avenue open for a bike route, for the reconstruction of the road and base. Construction through the major intersection at 33<sup>rd</sup> Ave will be coordinated on weekends.

**18.0 EXCAVATION, SOIL SUPPORT AND WORK AREAS IN RESIDENTIAL NEIGHBOURHOODS**

The following items are brought to the Tenderer's attention:

- 18.1 The Work Site is in high density residential areas, in close proximity to existing residences and two schools (Crofton House School and Lord Kitchener Elementary School).

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BLenheim STREET REHABILITATION  
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- 18.2 The Work Site will be approximately as indicated on the drawings.
- 18.3 In carrying out the Work, the successful Tenderer must employ all work procedures necessary to minimize any disturbance and inconvenience to all residents adjacent or near to the Work sites and will strictly adhere to all construction procedures specified or referenced in the Tender Documents.
- 18.4 Before commencing any excavations in connection with the Work, the Contractor must notify residences and businesses of each City block in which the excavations are to take place, regarding estimated start and finish times.

**19.0 LABOUR RATES**

Tenders must include a completed copy of the Schedule "E" to the Form of Tender ("Force Account Labour Rates"). Tenderers will insert the hourly rates for labour including allowances for taxes, assessments, benefits, small tools, overhead and profit as set out in the section headed "Force Account" contained in the Part F - Supplementary General Conditions portion of the Tender Documents.

**20.0 EXPERIENCE**

Tenderers are required to confirm in the Tender that they have suitable experience in the performance of work similar in nature to the Work. Each Tenderer will complete and submit with the Tender the Schedule "D" to the Form of Tender regarding similar projects completed, including, without limitation, the following information:

- (a) a brief description of the project;
- (b) location;
- (c) contract value;
- (d) start and completion dates;
- (e) completed on schedule or not;
- (f) name of project owner and representative to be contacted as a reference; and
- (g) names and positions of key personnel involved in the project.

**21.0 LIST OF SUBCONTRACTORS AND SUPPLIERS**

All Tenderers must include, in Schedule "C" to the Form of Tender, a list of proposed Subcontractors, providing their names, addresses of places of business and the part of the Work to be done or the equipment or materials to be supplied by each of them.

**22.0 NON-RESIDENT WITHHOLDING TAX**

If a Tenderer is not a resident of Canada, the Income Tax Act of Canada requires that a certain percentage of the monies otherwise payable for the Work be withheld by the City and remitted

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to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending among other things, on the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of Revenue Canada, Taxation for further details. The City will receive a credit under the Contract for monies withheld and remitted.

**23.0 RELEASE, INDEMNITY AND LIMITATION**

23.1 Release

The Tenderer now releases the City and all of its officials, employees and agents from any and all liability for any Claims in respect of:

- (a) any breach of any Tender Contract by the City (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach);
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT;
- (c) the Tenderer preparing and submitting a Tender;
- (d) the City accepting or rejecting any Tender;
- (e) the manner in which a Contract award is made; and
- (f) the City awarding no Contract in connection with the ITT.

23.2 Indemnity

The Tenderer will indemnify the City and its officials, employees and agents for and will save them harmless from any injury, damage, loss or expense of any kind any of them may suffer, incur or experience in connection with the ITT or any Tender Contract and in respect of any claim or threatened claim by any Tenderer or any of their Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

- (a) any breach of the Tender Contract by the City (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach);
- (b) any unintentional tort of the City or its employees, officers, officials or agents occurring in connection with the ITT; or
- (c) any liability on any other basis related to the tendering process, bidding process or the Tender Contract.

23.3 Limitation of Liability



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In the event, with respect to anything relating to the tendering process, bidding process or the Tender Contract, that the City or its employees, officers, officials or agents are found to have breached any duty or obligation of any kind, including, but not limited to, any fundamental or material breach thereof, to the Tenderer or its subcontractors, subconsultants or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its subcontractors, subconsultants or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of One Thousand Dollars (\$1000) in Canadian currency, despite any other term or agreement to the contrary.

**24.0 DISPUTE RESOLUTION**

24.1 Any dispute relating in any manner to the ITT, except disputes arising between the City and any Tenderer to whom the City has awarded the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), as amended, as follows:

- (a) The arbitrator will be selected by the City's Manager of Materials Management; and
- (b) Section 23 above - *Release, Indemnity and Limitation* will:
  - (i) bind the arbitrator, the Tenderer and the City; and
  - (ii) survive any and all awards made by the arbitrator.

**25.0 CONFIDENTIALITY AND PRIVACY**

All Tenders, once submitted to the City, become the property of the City, which is a public body required under Information and Privacy Legislation to protect or disclose certain types of records according to certain statutory rules. All Tenders, upon submission to the City, will be received and held in confidence by the City unless and to the extent that they must be disclosed pursuant to Information and Privacy Legislation or are disclosed pursuant to the award and evaluation process adopted by the City for the ITT.

**26.0 RELEASE OF INFORMATION RESTRICTED**

Except as is provided at the Information Meeting, no information regarding the ITT will be disclosed between the Closing Time and the time a Contract is awarded (or decision made not to award the Contract).

**27.0 MASTER MUNICIPAL SPECIFICATIONS AND STANDARD DETAIL DRAWINGS**

Specifications for the Work are based on the Master Municipal Specifications and Standard Detail Drawings (printed 2000) as amended by the City of Vancouver (refer to Part H - Supplemental Specifications and Drawings part of the Tender Documents). The Master Municipal Specifications and Standard Detail Drawings ("MMCD") may be purchased separately from the MMCD at [www.mmcd.net](http://www.mmcd.net) or:

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Support Services Unlimited  
102 - 211 Columbia Street  
Vancouver, BC Canada V6A 2R5  
604.681.0295  
604.681.4545  
[info@bcoffice.com](mailto:info@bcoffice.com)  
[www.bcoffice.com](http://www.bcoffice.com)

The City of Vancouver Supplemental Specifications and Drawings are included in the Part H - Supplemental Specifications and Drawing portion of the Tender Documents.

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BLenheim STREET REHABILITATION  
PART C - FORM OF TENDER**

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**FORM OF TENDER**

Tender of \_\_\_\_\_  
(Name of Person, Firm, or Company)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

For the following work:

The construction of P.C. Concrete Curbs, Gutters and Sidewalks, Traffic Circles, Center Medians, A.C. Paving and Landscaping on Blenheim Street as described in the Contract Documents. The Sites include:

**Blenheim Street - construction sites:**

**Grind AC pavement 50mm, install overlay AC pavement 50mm:**

- 3200 block, 3300 block, 4300 block, 5500 block, 5600 block, 5900 block, 6000 block, 6100 block

**Reconstruct new road with 150 mm base, 90 mm AC base, 50 mm AC pavement:**

- 3400 block, 3500 block, 3600 block, 3700 block, 3800 block, 3900 block, 4000 block, 4100 block, 4200 block, 4400 block, 4500 block, 4600 block, 4700 block, 4800 block, 4900 block, 5000 block, 5100 block, 5200 block, 5300 block, 5400 block, 5700 block, 5800 block.

For the Blenheim Street Construction sites, this work includes:

1. the construction of P.C. concrete curbs and gutters;
2. the construction of P.C. concrete sidewalks;
3. the construction of traffic circles;
4. the construction of center medians;
5. the installation of A.C. paving;
6. installation of other landscaping features; and
7. traffic control, miscellaneous testing procedures and all related appurtenances associated with street reconstruction.

\_\_\_\_\_  
Name of Tenderer

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(herein referred to as the "Work").

**1. TENDER PRICE AND SCHEDULE**

Having fully examined and considered the Work sites, the access thereto and all conditions affecting the Work and having carefully read and examined all of the Tender Documents, the undersigned Tenderer hereby offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to perform and complete the Work for the "Tender Price" of:

<b>Lump sum price for all Work, including all expenses and profit.</b>
Tender Price \$ _____ In lawful money of Canada, including all taxes and fees.

The undersigned confirms that the Tender Price includes all Federal, Provincial and Municipal taxes and all customs and excise import duties and WorkSafe BC assessments relating to the Work in force at this date.

If the Tender Price, as entered above, and the sum of all itemized prices contained in the Tender, and all taxes applicable thereto, are different, the sum of all itemized prices contained in the Tender and all taxes applicable thereto will be the Tender Price.

The undersigned offers to achieve substantial performance of all of the Work on or before September 28, 2007.

**2. NOTICE OF AWARD**

The undersigned agrees that this Tender is irrevocable and open for acceptance by the City for a period of sixty (60) calendar days from the day following the date of the Closing Time, even if the tender of another Tenderer is accepted by the City before then. If within this sixty day period the City delivers a written notice of award of the Contract by which the City accepts this Tender (the "Notice of Award"), the undersigned, within five (5) days of the receipt thereof, will deliver to the City:

- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, issued by a surety licensed to carry the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- (b) a detailed construction schedule, as required by the Part E - General Conditions part of the ITT;

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Name of Tenderer

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- (c) a WorkSafe BC "clearance letter" indicating that the Tenderer is in WorkSafe BC compliance;
- (d) a Certificate of Insurance showing the Tenderer has all insurance coverages and requirements in place as required under Part E - General Conditions part of the ITT; and
- (e) a traffic control plan as specified in the Part E - General Conditions part of the ITT.

**3. NOTICE TO PROCEED**

The undersigned agrees that upon the City receiving the materials described above, the City will deliver a written notice to the Tenderer (the "Notice to Proceed"), with which the Tenderer will comply, to proceed with the Work as follows:

- (a) duly execute and deliver to the City four copies of a final form of the Part D - Form of Agreement part of the Tender Documents within three (3) working days after receipt thereof from the City; and
- (b) commence the Work within two (2) days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed.

**4. CONDITIONS**

- (a) If the City delivers a Notice of Award to undersigned Tenderer, and the undersigned:
  - (i) fails or refuses to deliver the documents as specified and required by Paragraphs 2 and 3 of this Form of Tender; or
  - (ii) fails or refuses to commence the Work as required by the Notice to Proceed,then such failure or refusal will be deemed to be a refusal to sign the Form of Agreement and perform the Contract and the Work, and the City, on written notice to the undersigned Tenderer, may award the Contract to another Tenderer or to any other person or entity. The Tenderer agrees that, as full compensation for damages suffered by the City because of such failure or refusal on the part of the undersigned Tenderer to perform the Contract and the Work, the Bid Bond will be forfeited to the City in the amount equal to the lesser of:
  - (i) the face value of the Bid Bond; or
  - (ii) the portion of the Bid Bond equal to the amount by which the Tender Price presented herein is less than the amount for which the City contracts with another Tenderer or other person to perform the Work.
- (b) The lowest priced 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.

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Name of Tenderer

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PART C - FORM OF TENDER**

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(c) The Schedules attached to this Form of Tender form a part of it.

**5. ADDENDA**

Acknowledgment of receipt of the following addenda to the Tender Documents is hereby made:

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(ADDENDA, IF ANY)

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

**6. CERTIFICATION**

The undersigned hereby certify that this Tender complies in all respects with the requirements of the Tender Documents.

**7. LABOUR**

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

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Name of Tenderer

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**INVITATION TO TENDER NO. PS07031  
 BLENHEIM STREET REHABILITATION  
 PART C - FORM OF TENDER**

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To the City of Vancouver,

The undersigned Tenderer, having carefully read and examined the ITT in its entirety, including, without limitation, the Part B - Instructions to Tenderers, Part C - Form of Tender, Part D - Form of Agreement, Part E - General Conditions, Part F - Supplementary General Conditions, Part H - Supplemental Specifications and Drawing and Part I - Project Scope Drawing portions thereof, and any all addenda thereto, and having full knowledge of the specifications and requirements described therein, does hereby offer to provide the goods, materials, equipment and/or services in accordance with the specifications, requirements and terms and conditions set out in the ITT (with the variations, if any, described in the Tender) and in accordance with the pricing set out in the Tender.

SIGNED and SEALED this \_\_\_ day of \_\_\_\_\_, 2007 by the duly authorized officers of the Tenderer:

Tenderer's Legal Name or Registered Corporate Name and Address:  
 (Seal)

per: \_\_\_\_\_

per: \_\_\_\_\_

Witness' Name, Signature, and Address where Tenderer is a Proprietorship or Partnership:

(Address)

(Name and Signature)

**Required Documents:**

Description	Required	Received
Certificate of Tenderer's Existing Insurance	Yes	
Letter from Surety Company confirming Tenderer is eligible for a Performance Bond if City selects Tenderer's bid.	Yes	

**To be Initialed at Tender Opening:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Initials

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\_\_\_\_\_  
Manager, Materials Management or designate

\_\_\_\_\_  
Witness

**SCHEDULE "A"**  
**SCHEDULE OF QUANTITIES AND UNIT PRICES**

The following amounts are the Tenderer's lump sum prices for the corresponding items listed below and the total of all such amounts (the "Tender Price"). The lump sum prices and the Tender Price as shown below include all labour, materials, services and other inputs, overhead and profit for and all fees and taxes payable in respect of the Work and the Tender Price, except GST. The GST will be shown separately.

Item No.	General Description	Lump Sum
1	Blenheim Street Rehabilitation	\$
	SUBTOTAL	\$
	GST	\$
	TENDER PRICE (Subtotal + GST)*	\$

*\*(Transfer amount to page FT2 paragraph 1.0)*

\_\_\_\_\_  
Name of Tenderer

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**INVITATION TO TENDER NO. PS07031  
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**SCHEDULE 1 - APPROXIMATE QUANTITIES**

**SECTION 1 QUANTITIES FOR THE CONSTRUCTION OF PORTLAND CEMENT (PC) CONCRETE CURB & GUTTERS AND SIDEWALKS EXCAVATION & REMOVAL OF EXISTING ASPHALTIC PAVEMENT**

ITEM	DESCRIPTION	MMCD SECTION	UNITS	ESTIMATE QUANTITY	UNIT PRICE BID	BID AMOUNT
101	Excavate & dispose of PC concrete pavement.	02224	sq.m.	100		
102	Excavate & dispose of AC concrete pavement less than or equal to 100mm thick.	02224	metre	100		
103	Excavate & dispose of AC concrete pavement 100 mm to 175 mm thick.	02224	metre	1200		
104	Excavate to sub base & dispose of PC concrete curb & gutter	02224	metre	1200		
105	Excavate to sub base & dispose of PC concrete crossings & sidewalks less than or equal to 100mm thick.	02224	sq.m.	600		
106	Excavate to sub base & dispose of PC concrete crossings & sidewalks greater than 100 mm thick.	02224	sq.m.	50		
107	Grade & prepare subgrade 0.9m wide for curb and gutter. <sup>1</sup>	02224	metre	2000		
108	Grade & prepare subgrade for sidewalk, sidewalk ramps & crossings.	02224	sq.m.	1000		
109	Supply & place granular base for curb and gutter.	02523 02226	tonne	50		
110	Supply & place tailings for curb and gutter.	02523	tonne	50		
111	Supply & place granular base	02224	tonne	200		

<sup>1</sup> Excavation related to Items 107 and 108 must be captured under Items 104, 105, and 106 above.

\_\_\_\_\_  
 Name of Tenderer

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ITEM	DESCRIPTION	MMCD SECTION	UNITS	ESTIMATE QUANTITY	UNIT PRICE BID	BID AMOUNT
	for temporary sidewalk ramps.	02233				
112	Supply & place granular base for sidewalks, sidewalk ramps & crossings.	02224 02233	tonne	450		
113	Install PC concrete curb & gutter, type A or AX straight (including 100mm granular base).	02523 03300	metre	800		
114	Install PC concrete curb & gutter type A or AX at street returns (circular radius greater than 4.5 m and less than 10.0m, includes 100mm thick granular base).	02523 03300	metre	1250		
115	Install PC concrete sidewalk & sidewalk ramps.	02523	sq.m.	1000		
116	Install PC concrete crossing	02512	sq. m.	100		
117	Temporary asphalt patch 0.3 m wide	02520	sq. m.	390		
118	Supply & install 100mm dia. drain pipe for curb & gutter & backfill.	02523	metre	1000		
119	Supply & install 100mm dia. perforated corrugated metal or non-perforated PVC pipe and backfill.	02523	metre	100		
120	Boulevard restoration to new curbs using turf.	02224 02210 02921 02938	sq.m.	2000		
121	Install R4.0m Traffic circles with mountable curbs <sup>2</sup>	02523	ea	3		
122	Install PC center median surface mounted	02523	Sq.m.	200		

<sup>2</sup> Reference standard drawing in Part H – Supplemental Specification Drawings

\_\_\_\_\_  
 Name of Tenderer

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123	Install landscaping - Traffic Circles	02950	ea	3		
124	Supply & place granular base for pavement.	02226 02233	tonne	100		
125	Supply & place AC base pavement 150mm thick	02520	tonne	3300		
126	Supply & place AC concrete surface course, 50mm thick and varying thickness. C/w tack coat	02512	Tonne	2800		
127	Adjust Frames/covers/lids for valves, catch basins and inspection chambers	02525	each	200		
128	Grind 50 mm of AC pavement - on site use	02224	sq. m.	8500		
129	Excavate & dispose AC pavement 100 mm to 175 mm thick, and prepare sub grade for pavement	02224	sq. m.	15800		
130	Excavate & dispose up to 200mm native soil	02111	cubic metre	3200		

NOTE: Where applicable, City provided materials should be taken into account when providing unit pricing.

\_\_\_\_\_  
 Name of Tenderer

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SCHEDULE "B"

**PRELIMINARY CONSTRUCTION SCHEDULE (to be completed by Tenderer)**

**Milestone Dates:**

- (1) Work Start Date - approximately **June 1, 2007**, or such later date as both parties agree.
- (2) The Contractor must have Blenheim Street between 16<sup>th</sup> Avenue to King Edward, and 41<sup>st</sup> Ave to SW Marine Drive fully constructed before August 31, 2007. Work occurring between 16th Avenue and SW Marine Drive should be substantially completed on or before **September 28, 2007**. All sections of sidewalk must be considered safe and walkable as determined by the Engineer. All equipment and signage must also be removed off site to a location as determined by the Engineer.
- (3) Contractor will Complete the Work by **October 31, 2007** or such later date as both parties may agree.
- (4) Tenderers are also expected to list all key staff members to be assigned to this Blenheim Street Rehabilitation Project.

**Detailed Construction Schedule to be completed by Tenderer:**

WORK DESCRIPTION	Jun/07	Jul/07	Aug/07	Sept/07	Oct/07

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Name of Tenderer

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SCHEDULE "C"-  
SUBCONTRACTORS and SUPPLIERS

i) **SUBCONTRACTORS**

The Tenderer will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the "Subcontractors").

The Tenderer, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.

The Tenderer, if he awarded the Contract, will ensure that every Subcontractor is bound by a legal agreement with the same terms and conditions of the Contract.

Tenderers are to provide the following information about the Subcontractors:

- Describe how the Tenderer's operation is structured with respect to Subcontractors;
- What methodology will be used for Subcontractors to participate in the performance of the Work;
- Describe the type of work to be performed by Subcontractors and the percentage of Work to be performed by Subcontractors as compared to the percentage of the Work to be performed by the Contractor itself;
- Describe the qualifications and level of experience of the Subcontractors;
- Describe insurance held by Subcontractors; and
- Describe how the Tenderer assesses the Subcontractors' performance.

If no Subcontractors will be used, indicate "Not Applicable".

Subcontractor's Name, Address	Contact Name and Telephone Number	Type of Work/Area of Responsibility

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Name of Tenderer

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**ii) SUPPLIERS**

The Tenderer will list here all major suppliers and manufacturers it intends to use in performing the Work.

SUPPLIER	MANUFACTURER	ADDRESS	ITEM

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Name of Tenderer

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Initials

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SCHEDULE "D"  
TENDERER'S RELATED EXPERIENCE

The Tenderer will describe its related experience by describing similar work it has undertaken previously, as follows:

DESCRIPTION OF PROJECT:

LOCATION OF PROJECT:

CONTRACT VALUE (Canadian Funds): \$

START AND COMPLETION DATES:

COMPLETED ON SCHEDULE? Yes/No (Circle correct response)

NAME OF CONTRACT OWNER:

NAME OF PROJECT REFERENCE:

CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:

NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:

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Name of Tenderer

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SCHEDULE "D" - Continued  
TENDERER'S RELATED EXPERIENCE

DESCRIPTION OF PROJECT:

LOCATION OF PROJECT:

CONTRACT VALUE (Canadian Funds): \$

START AND COMPLETION DATES:

COMPLETED ON SCHEDULE? Yes/No (Circle correct response)

NAME OF CONTRACT OWNER:

NAME OF PROJECT REFERENCE:

CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:

NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:

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Name of Tenderer

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SCHEDULE "D" - Continued  
TENDERER'S RELATED EXPERIENCE

DESCRIPTION OF PROJECT:

LOCATION OF PROJECT:

CONTRACT VALUE (Canadian Funds): \$

START AND COMPLETION DATES:

COMPLETED ON SCHEDULE? Yes/No (Circle correct response)

NAME OF CONTRACT OWNER:

NAME OF PROJECT REFERENCE:

CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:

NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:

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Name of Tenderer

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SCHEDULE "E"  
FORCE ACCOUNT LABOUR RATES

(See paragraph "Force Account" in Part F - Supplementary General Conditions)

JOB CLASSIFICATION	REGULAR RATE	OVERTIME RATE

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Name of Tenderer

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INVITATION TO TENDER NO. PS07031  
BLENHEIM STREET REHABILITATION  
PART C - FORM OF TENDER

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SCHEDULE "F"  
CONSENT OF SURETY

PROJECT

Should it be required, we the undersigned Surety Company do hereby consent and agree to become bound as sureties 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 and for the performance of the Work as described herein, 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 be filed with the City of Vancouver within fifteen (15) days of receipt of Notice of Award of the Contract.

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, together.

The Common Seal of \_\_\_\_\_  
was hereto affixed in the  
presence of:

\_\_\_\_\_

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Initials

INVITATION TO TENDER NO. PS07031  
BLENHEIM STREET REHABILITATION  
PART C - FORM OF TENDER

---

SCHEDULE "G"  
TENDERER'S PROPOSED VARIATIONS

The Tenderer will make a full and complete statement and description of any changes or variations it proposes in the specifications for the Work as set out in the Tender Documents, the "Manual of Uniform Traffic Control Devices of Canada", the BC provincial document "Traffic Control Manual for Work on Roadways" and/or any other requirements that will become part of this Tender.

The BC provincial document "Traffic Control Manual for Work on Roadways" can be found at:

[http://www.th.gov.bc.ca/publications/eng\\_publications/TCM/Traffic\\_Control\\_Manual.htm](http://www.th.gov.bc.ca/publications/eng_publications/TCM/Traffic_Control_Manual.htm)

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule. Each such additional page and/or separate document will be clearly marked "ITT No. PS07031 - BLENHEIM STREET REHABILITATION", and will be signed by the Tenderer.

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Name of Tenderer

FT 18

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Initials

INVITATION TO TENDER NO. PS07031  
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SCHEDULE "H"  
TENDERER'S CHECKLIST

Before submitting your Tender, check the following points:

1. Has your Tender been signed, witnessed and sealed?
2. Have all pages of the Form of Tender been initialed?
3. Have you enclosed your Bid Bond?
4. Have you enclosed the Consent of Surety, signed and sealed by your proposed Surety?
5. Have you completed all Schedules to the Form of Tender?
6. Have you completed the blanks in the Form of Tender to signify that all addenda issued have been taken into account in the preparation of the Tender?
7. Have you shown in the Form of Tender the time for completion of the Work?
8. Have you listed all your Subcontractors?
9. Have you listed your experience in similar work?
10. Have you listed your key staff?
11. Are the documents complete?
12. Have you completed Paragraph 7 of the Form of Tender regarding labour?
13. Have you reviewed with your insurer the insurance requirements in GC.47 of Part E - General Conditions portion of the Tender Documents?

NOTE: This Checklist is provided as an aid to the Tenderer. However, it is each Tenderer's sole responsibility to ensure the completeness of his/her Tender.

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Name of Tenderer

FT 19

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Initials

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SCHEDULE "I"  
INFORMATION MEETING ATTENDANCE FORM



CORPORATE SERVICES GROUP  
Materials Management  
Purchasing Services  
Request for Proposal No. PS07031  
Blenheim Street Rehabilitation

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To acknowledge your intent to attend the Informational Meeting being held as per Part A *Introduction*, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, **April 9, 2007**.

Megs Gatus, Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: [magdalena.gatus@vancouver.ca](mailto:magdalena.gatus@vancouver.ca)

**Your details:**

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Key Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company **WILL**  / **WILL NOT**  attend the informational meeting for  
"RFP PS07031 - Blenheim Street Rehabilitation"

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

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

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Initials

INVITATION TO TENDER NO. PS07031  
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---

Date \_\_\_\_\_

**SCHEDULE "J"**  
**RESPONSE NOTIFICATION FORM**



CORPORATE SERVICES GROUP  
Materials Management  
Purchasing Services  
Request for Proposal No. PS07031  
Blenheim Street Rehabilitation

---

To acknowledge your intent to submit a proposal, and to ensure that you received the required information, please submit this form to the person identified below before close of business day, **April 19, 2007**

Megs Gatus, Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: [magdalena.gatus@vancouver.ca](mailto:magdalena.gatus@vancouver.ca)

**Your details:**

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Key Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company **WILL**  / **WILL NOT**  submit a proposal for  
"RFP PS07031 - Blenheim Street Rehabilitation"  
**by the Closing Time: Tuesday, May 1, 2007, at 3:00:00 P.M.**

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

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Initials

INVITATION TO TENDER NO. PS07031  
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\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

SCHEDULE "K"  
EXCAVATION, DISPOSAL AND RECYCLING PLAN

The Contractor shall provide a brief written summary of their plan to recycle and/or dispose of all excavated materials.

\_\_\_\_\_  
Name of Tenderer

FT 22

\_\_\_\_\_  
Initials



**INVITATION TO TENDER NO. PS07031  
BLenheim STREET REHABILITATION  
PART D - FORMS OF AGREEMENT**

---

**FORM OF AGREEMENT**

This AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007.

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

(Name of person, firm, or company)

(the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. In [month/2007], the City issued an Invitation to tender (reference No. ITT PS07031) for the construction of various streets improvements on Blenheim Street in the City of Vancouver, called "Blenheim Street Rehabilitation - Construction of PC Concrete Curbs, Gutters and Sidewalks";
- B. In response thereto, the Contractor submitted a Tender to the City (the "Tender")
- C. By resolution of its City Council made on [month/day/2007] the City approved the Tender.
- D. On that basis, the City and the Contractor have agreed that the Contractor will perform for the Work specified in the Tender Documents (as defined below), in accordance therewith.

THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

**ARTICLE I - CITY'S DESIGNATED REPRESENTATIVE**

The City hereby designates and appoints Peter Brenner (the "Engineer") as its sole and exclusive agent for the purpose of managing and administering the performance of the Work by the Contractor in accordance with the Specifications and Drawings contained in the Tender Documents. Unless the City otherwise notifies the Contractor in writing, the agency of the Engineer will continue for the entire duration of the Contract, including the period of any guarantees or warranties given by or through the Contractor. In the event of the City revoking in writing the agency of the Engineer as the Engineer, he will have no further authority under the Agreement, except as may be specifically designated in writing by the City and agreed to in writing by the Engineer, and all references to the Engineer in the Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing to the Contractor. The Engineer from time to time may delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the Engineer has been designated and appointed its sole and exclusive agent.

**ARTICLE II - CONTRACT**

**INVITATION TO TENDER NO. PS07031  
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PART D - FORMS OF AGREEMENT**

---

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

**ARTICLE III - WORK**

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

The Contractor will carry out all Work to be performed and provided under the Contract in a proper and workmanlike manner and in accordance with the requirements of the Tender Documents.

**ARTICLE IV - SCHEDULE OF WORK**

The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Tender Documents. The Contractor must have Blenheim Street between 16<sup>th</sup> Avenue to King Edward, and 41<sup>st</sup> Ave to SW Marine Drive fully constructed before August 31, 2007; and will achieve Substantial Performance of the Work between 16th Ave and SW Marine Dr on or before **September 28, 2007** and Completion by October 31, 2007, subject to adjustment pursuant to the provisions of the Agreement.

Time is of the essence in all respects in relation to the Contract.

**ARTICLE V - PAYMENT**

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

Applications for Payment:

- (a) During its performance of the Work, the Contractor may apply to the Engineer, in form approved by the Engineer, on or before the last day of every month, for payment for Work performed and materials supplied at or to the Work Site to the date of the application, provided that the Engineer may at any time require as a condition of payment the submission of documentation set out in the Part E General Conditions portion of the Tender Documents.
- (b) On Substantial Performance being certified in accordance with the procedures set out in the Part E -General Conditions portion of the Tender Documents and the value of the certified deficiencies being agreed upon, the Contractor may make application to the Engineer for the balance of all monies then owing to the Contractor under the Agreement, submitting also such documentation as is required under the Part E - General Conditions.

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**PART D - FORMS OF AGREEMENT**

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- (c) On correction and completion of all deficiencies listed on the Certificate of Substantial Completion, the Contractor will apply to the Engineer for final payment, accompanied by the documentation required by the Part E - General Conditions.

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

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

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

- (a) On or before the fifth day of the month following the Contractor's application for payment, the Engineer will adjust, if necessary, and certify the Contractor's progress estimate. Where the Engineer makes any changes to the amount submitted by the Contractor for payment, the Contractor will be notified in writing within five (5) Working Days and will be given the opportunity to defend his application without delay.
- (b) Within thirty (30) calendar days of the date the City receives any Engineer certified application for payment, the City will make payment to the Contractor up to the value of the completed Work as certified by the Engineer, less any holdback required under the *Builders Lien Act* and less the aggregate of any previous payments all in accordance with the Agreement.
- (c) The City, in addition to any other holdbacks as provided by the Tender Documents, will be entitled to deduct and retain from payments otherwise due to the Contractor for Work performed, a maintenance security holdback ("Maintenance Security") in the amount of five percent (5%) of the Contract Price to cover the cost of corrections to the Work that may be required under the Part E - General Conditions. The balance of the Maintenance Security not required under the Maintenance Security remaining at the end of the warranty period for the Work as provided for in the Contract, will be paid without interest to the Contractor at the end of that warranty period. The Contractor may substitute a letter of credit for the Maintenance Security, in the amount of the Maintenance Security held back and required under the Contract, in a form and from a financial institution acceptable to the City.
- (d) Where the Engineer has issued a Certificate of Completion in respect of any of the Work performed by subcontractors, and where fifty-five (55) calendar days have elapsed since the issuance of the certificate without any claims of builders lien being filed which arose under the subcontract, the City will release to the Contractor any *Builders Lien Act* holdback amount retained for such subcontract work.
- (e) After fifty-five (55) calendar days have elapsed from the date of issuance of a Certificate of Substantial Completion in accordance with Part E - General Conditions part of the Tender Documents, and upon the Engineer's satisfaction that no encumbrance, lawful claim or lien exists, the City, within a further ten (10) calendar days, will make payment to the Contractor of all monies due under the Contract at the date of Substantial Performance of the Work, including the release of any remaining *Builders Lien Act* holdback amounts, but retaining at least twice the estimated value of any certified deficiencies.

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- (f) Subject to all other provisions of the Contract, upon the issuance of a Certificate of Completion, the City will make a final payment of all monies owing to the Contractor under the Contract.

Where payment is not made in accordance with the payment provisions above, the overdue amount will bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest will be calculated from and after the date upon which such payment is due and will accrue until the date of payment of the overdue amount, together with accrued interest. This interest obligation on the part of the City will be the sole remedy of the Contractor for any late payment under the Contract.

**ARTICLE VI - DAMAGES FOR DELAYS**

Liquidated Damages for Late Completion. If the Contractor fails to meet the milestone date for Substantial Performance as set out above herein, as may be modified pursuant to the provisions of the Tender Documents, then the Owner may deduct from any monies owing to the Contractor for the work:

- (a) as a genuine pre-estimate of the Owner's increased costs for the Owner's Engineer and staff caused by such delay, an amount of CDN \$1,000.00 per day; plus
- (b) all direct out-of-pocket costs, such as, without limitation, costs for safety or security measures taken or equipment rented, reasonably incurred by the City as a result of such delay.

If monies owing to the Contractor are less than the total amount of liquidated damages owed by the Contractor to the City under subparagraph (a) above, then any such shortfall will be due and owing to the City from the Contractor immediately on written notice from the City therefore and upon Substantial Performance of the Work.

**ARTICLE VII - NOTICES TO CITY**

Unless otherwise specifically provided in the Tender Documents all notices, requests, claims or other communications by the Contractor will be in writing and will be given by personal delivery or by registered mail addressed to the:

Owner:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Peter Brennert, Engineering Services

Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid will be deemed to have been given on the second Working Day following the mailing thereof.

**ARTICLE VIII - SUCCESSORS AND ASSIGNS**

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

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PART D - FORMS OF AGREEMENT**

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

**CITY OF VANCOUVER**

BY:

\_\_\_\_\_  
Print Name and Title

**CONTRACTOR**

BY: \_\_\_\_\_ C/S  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Refer to Council Minutes of \_\_\_\_\_, 2007.

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PART E - GENERAL CONDITIONS

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PART E - GENERAL CONDITIONS

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2.0 GENERAL CONDITIONS

GC.1. DEFINITIONS

Where used in any of the Contract/Tender Documents:

- (a) "Certificate of Substantial Completion" means, subject always to Article V(c) of the Form of Agreement and to the warranty under GC.51 below, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved. Under no circumstances will issuance of the Certificate of Substantial Completion be deemed to mean that the City has accepted the Work as being in compliance with the Tender Documents;
- (b) "Certificate of Completion" means, subject any applicable provisions in the Form of Agreement and to the warranty provisions below, a certificate issued by the Engineer accepting the Contractor's assertion that the Work has been fully and totally performed in accordance with the requirements of the Tender Documents;
- (c) "Drawings" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the Work;
- (d) "Completion" and "Complete" mean the full and total completion of the Work as required under the Tender Documents and as certified by the Engineer pursuant thereto, including, but not limited to, the correction of all deficiencies, but excluding any corrections to the Work to be carried out during the warranty period provided for in the Contract or other on-going warranties or guarantees in respect of Work;
- (e) "Plant" means every temporary or accessory means necessary or required to carry on or complete the Work and extra work, in the time and manner herein provided including, without limiting the generality of the foregoing, all tools, fixed and moveable machinery, engines, motor vehicles, trucks, compressors, all temporary structures such as workshops, sheds, storehouses, shoring forms, trestles and hoardings and all other appliances, apparatus or equipment of every sort, kind and description whatsoever;
- (f) "Products" means material, machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Tender Documents;
- (g) "Specifications" means all specifications for the Work as shown, described and/or referred to in the Tender/Tender Documents.
- (h) "Subcontractor" means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefore;
- (i) "Substantial Completion" and "Substantially Complete" means that the Work has been substantially completed as required under the Contract and as the term "substantial completion" is defined pursuant to the *Builders' Lien Act*;
- (j) "Surety" means a company issuing any bond required under the Contract to be furnished to the City;



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- (k) "WCB" means the Workers Compensation Board established and functioning pursuant to the *Workers Compensation Act* (British Columbia) (the "WCA"), as amended, and/or related or successor legislation, and any successors in function thereto now referred to as "WorkSafe BC";
- (l) "WorkSafe BC/OHS Regulation" means the *WCA*, and all regulations thereto, including, without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99), as amended or re-enacted from time to time;
- (m) "Work" means (unless the context requires a different meaning) the whole of the work, materials, matters and things required to be performed or supplied under and as described in the Tender Documents, including, but not limited to, all extra or additional work, materials, matters or things the City may order as herein provided;
- (n) "Work Site" means the place or places on and about the City property where the Work is to be carried out;
- (o) "Working Day" or "working day" means any day other than a Saturday, Sunday or "holiday" as defined in the *Interpretation Act* (British Columbia).

**GC.2. INTERPRETATION**

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

Drawings and Specifications are intended to be complementary. Should any difference exist between the Drawings and Specifications, or should any errors or inconsistency occur in any or between any of the Drawings and Specifications, the Contractor, before proceeding, will bring them to the attention of the Engineer.

The Engineer will furnish from time to time such detail drawings and information as he may consider necessary for the Contractor's guidance. These detail drawings will take precedence over previous Drawings and will be considered as explanatory to them and not as indicating changes in the Work.

Figures take precedence over scaled dimensions on Drawings. Scaling of dimensions, if done, is done at the Contractor's own risk.

Despite the above, in the event of any inconsistency between or among any Drawings and Specifications or any other Tender Documents or within any Tender Documents which could be construed as creating an ambiguity in relation to the Work required, the cost or amount of Products being supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (a) the portion of the Tender Documents most favourable to the City will be deemed to be correct,
- (b) the more specific provision will take precedence over the less specific,
- (c) the more stringent will take precedence over the less stringent, and

**INVITATION TO TENDER NO. PS07031  
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PART E - GENERAL CONDITIONS**

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- (d) the more expensive item will take precedence over the less expensive.

**GC.3. CASH ALLOWANCES**

The Contract Price will include all cash allowances, if any, mentioned in the Specifications, which allowances will be expended in the whole or in part as the Engineer will direct, the Contract Price being adjusted in conformity therewith. All such cash allowances are inclusive of all expenses, overhead and profit to the Contractor in relation thereto.

**GC.4. WORKSAFE BC COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR**

- (a) **Payment of WorkSafe BC ("WCB") Assessments** - The Contractor at its expense will 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 of the Work. The City has the unfettered right to set off the amount of any unpaid WorkSafe BC premiums and assessments against any monies owing by the City to the Contractor. The City will have the right to withhold payment under the Contract until all such required WorkSafe BC premiums, assessments or penalties in respect of the Work have been paid in full.
- (b) **Designation of Contractor as Prime Contractor** - The City now designates the Contractor as the "Prime Contractor" for the purposes of the WorkSafe BC/OHS Regulations, and the Contractor now acknowledges and agrees to its designation as such.
- (c) **Prime Contractor's Obligations** - Without in any way limiting the Contractor's obligations under the WorkSafe BC/OHS Regulations, and by way of example only, the Contractor will:
- (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for all Work sites;
  - (ii) provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafe BC/OHS Regulations; and
  - (iii) within five (5) working days after of the City had delivered to the Contractor a Notice of Award, and, in any event, before commencing the Work, the Contractor will sign and deliver to the City the "Prime Contractor Agreement" in the form shown in Part "G" portion of the Tender Documents.
- (d) **General WorkSafe BC Obligations** - In addition to the Contractor's obligations as the Prime Contractor, the Contractor will have in place at all times under the Contract a safety program acceptable to the WorkSafe BC and will ensure that the Contractor and all Subcontractor and all their respective workers observe and comply at all times during the performance of the Work with all City and WCB safety policies, rules and regulations.
- (e) **Notice of Project** - Prior to commencement of construction, the Contractor will:
- (i) complete and file with the WorkSafe BC a "Notice of Project" in accordance with Section 20.2 of the WorkSafe BC/OHS Regulations;

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- (ii) post the Notice of Project at all Work sites; and
  - (iii) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at all Work sites.
- (f) **Initial Proof of WorkSafe BC Registration/Good Standing** - Within five (5) Working Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Subcontractors' WorkSafe BC registration numbers.
- (g) **Subsequent Proof of WorkSafe BC Registration/Good Standing** - Within five (5) Working Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under the Contract for Work performed, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with the WorkSafe BC and that all WorkSafe BC assessments have been paid to date.
- (h) **Pre-Contract Hazard Assessment** - The Contractor may or may not have received, as part of the Tender Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafe BC/OHS Regulations as an "owner of a workplace". Despite the City's statutory obligations in that respect, the Contractor, as the Prime Contractor for WorkSafe BC/OHS Regulations purposes, may not rely on that "Pre-Contract Hazard Assessment" and by the terms of the Contract will assume full responsibility for carrying out the City's obligations under Section 119 of the WCA, including without limitation, and by way of example only, conducting all due diligence by inquiring with appropriate City staff and departments to determine whether anything, is known or has been put into City records regarding the Work sites that might indicate there is a need to identify and take steps to eliminate or control any potential hazards to the health or safety of persons there. The City now agrees to make reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) Working Days of the City delivering a Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Engineer prior to the City being obligated to issue the Notice to Proceed.
- (i) **Special Indemnity Against WorkSafe BC Non-Compliance** - The Contractor will indemnify the City for and hold it harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (i) any unpaid WorkSafe BC assessments of the Contractor or any Subcontractors;
  - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of the Work, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, alleged by the WorkSafe BC to constitute a breach of the WorkSafe BC/OHS Regulations or other failure to observe safety rules, regulations and practices of WorkSafe BC, including, without limitation, any and all fines and penalties levied by the WorkSafe BC; or
  - (iii) any breach of the Contractor's obligations under this General Conditions section.

**GC.5. LABOUR**

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The Contractor agrees to employ appropriate trades persons for the Work. Where they are covered by collective agreements, the Contractor will abide by the wage requirements and conditions thereof. Notwithstanding the foregoing, the Contractor will pay or cause to be paid to every person employed on the Work not less than the wages or remuneration generally accepted as being current market rates at the time.

The Contractor will endeavour to avoid labour problems and minimize work stoppages, jurisdictional or other labour disputes on the Work sites.

**GC.6. COMMENCEMENT AND COMPLETION OF THE WORK**

The Contractor will not commence the Work or procure any material therefore until it has received the Notice to Proceed. Forthwith after the receipt of the Notice to Proceed, the Contractor will begin the Work and thereafter continuously carry it out to completion and will complete and give full possession thereof on or before the date specified by the Contractor in its Tender or a date otherwise agreed in writing by the City.

No progress or interim estimate or certificate will release the Contractor or its surety from any responsibilities in connection with the Work, the Contract or the Performance and Material and Labour Bonds required thereunder or will be taken as evidence of any release therefore or as an acceptance of any of the Work or as a waiver of any condition herein.

On completion of the Work, in addition to all other terms and conditions of the Contract, the Contractor will:

- ensure that the Work is left in good and satisfactory condition at the time of its completion, fully finished and completed in all respects in accordance with the requirements of the Drawings and Specifications;
- remove all surplus and refuse materials and rubbish left over from the vicinity of the Work and will leave Work Site in a neat and tidy condition;
- repair any damage or injury to any property of any kind in any way caused by the performance of the Work; and
- ensure that wages to all workers involved in the Work are paid therefore and that every other requirement of the Contract has been complied with.

If the Contractor fails to finish the Work in accordance with the provisions of the Contract, or if the Work or any part thereof is taken out its hands pursuant to the Contract, the City may finish the Work as agent for the Contractor, at the Contractor's expense, or proceed as provided in GC.62 below.

Before the City accepts the Work after completion thereof, the Contractor will notify the Engineer in writing that the Work is ready for final inspection. Upon receipt of that notification, the Engineer will arrange for an inspection of the entire Work on behalf of the City.

If, in its inspection of the Work, the City identifies any defects or omissions therein, the Contractor will correct them and the City will inspect and if necessary re-inspect the corrections before it will accept the Work as being completed.

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**GC.7 DELAYS**

(a) Delays

- (i) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the City, or anyone employed or engaged by it, contrary to the provisions of the Contract, then the time fixed herein for completion will be extended for such reasonable time as the Engineer may decide.
- (ii) If the Contractor is delayed in the performance of the Work by any court order or order of any other public authority having jurisdiction to make such an order, and provided that such order was made as a result of any act or omission on the part of the Contractor or anyone employed or engaged directly or indirectly it, then the time fixed for completion herein will be extended for such reasonable time as the Engineer may decide.
- (iii) If the Contractor is delayed in the performance of the Work by labour strikes, fire, earthquake or other unforeseeable causes beyond the Contractor's control, then the time fixed for completion of the Work will be extended for such reasonable time as the Engineer may decide, but in no case will the extension be less than the time lost as the result of the event causing the delay, unless such shorter extension is agreed to by the Contractor. The Contractor will not be entitled to payment for any costs, losses or damages incurred as the result of such delay.
- (iv) The Engineer, from time to time, may suspend the performance of the Work in whole or in part for such period as he may deem expedient, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- (v) No extension of time for completion of the Work will be made for any delay therein unless the Contractor give to the Engineer a written notice of claim for an extension, not later than seven (7) calendar days after the commencement of delay. In the case of a continuing delay only one notice of claim will be necessary.
- (vi) In the event the Work is delayed or suspended in accordance with:
  - (a) in accordance with subparagraphs (a) or (d) of this Part E - General Condition section, the Contractor will not be entitled to make any claim by reason of such delay or suspension for any losses, costs of damages, except and unless, within seven (7) calendar days of the occurrence of such delay or suspension, the Contractor gives notice in writing to the Engineer of the claim and the basis thereof. Such claim will be limited to such unavoidable direct costs (excluding all charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the Engineer. In the case of a delay as described in subparagraph (a) or a suspension pursuant to subparagraph (d), a sum equal to five percent (5%)

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of such approved, unavoidable direct costs (in lieu of all profit) will also be allowed. Despite any other term of this Contract, in no event will the City's liability for any delay claim (whether under this Part E - General Conditions section or otherwise, at law or in equity, in contract or in tort) exceed the lesser of \$500.00 for each Working Day of delay or 3% of the Contract Price. All unavoidable direct costs claimed by the Contractor must be submitted to the Engineer for verification and at the same time substantiated on a weekly basis as incurred, failing which, they will not be considered nor payable by the City. Authorization for any payment of the claim will only be given by written work order, duly signed and issued by the Engineer; and

(b) subparagraphs (b)) or (c) of this Part E - General Conditions section, the Contractor will not be entitled to payment for any costs, loss or damages incurred as the result of such delay and despite any other term of the Contract, the City will incur no liability for any such delay claim whether or not such claim is brought at law or in equity, contract or tort, or any other basis.

(b) Non-Avoidance

No delay or suspension described in this Part E - General Conditions section will vitiate or void the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the City chooses otherwise.

(c) Resumption of Work

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

(d) Continuance of Work after Time Fixed for Completion

If at any time the City gives permission to the Contractor to continue work after expiry of time required under the Contract for completion of the Work or as otherwise consented or agreed to or ordered by the City, such permission will not be a waiver of damages for failure to complete the Work within the time required thereby, and the City may withhold such amounts from payments otherwise due to the Contractor as the Engineer deems necessary to satisfy claims by the City or other contractors caused by such non-compliance with the requirement for the completion of the Work by or within such time.

**GC.8. SPECIFICATIONS AND DRAWINGS**

The Contractor will keep in its field office at the Work site, and available there to the Engineer as the Engineer may require, a complete set of the Specifications and Drawings and of any further drawings which may from time to time be supplied or approved by the Engineer. The Contractor will be supplied with five (5) sets of Specifications.

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

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The Contractor will be supplied with five (5) prints of each of the Drawings and must satisfy itself as to the accuracy of those prints in every detail. Any additional copies desired will be furnished by the Engineer at the Contractor's expense.

The Drawings are intended to show the position and extent of the Work, the general features of the design, construction, dimensions and proportions of all principal components thereof, but neither they nor the Specifications are guaranteed to show or describe every component, part or detail of the Work and any such parts and details not shown or described therein, that may fairly be considered to be necessary for the proper execution and completion of the Work, will be deemed to be included in the Contract.

The Contractor will carry out the Work so that any component, part or detail thereof that is imperfectly, inaccurately or imprecisely described or shown in the Drawings or Specifications will be carried out as if they were perfectly, accurately and precisely described.

The City, from time to time, may issue further drawings or specifications or revised drawings or specifications as it deems necessary, and such drawings will be deemed to form part of the Contract. The Contractor will ensure that all of its copies of the Drawings and Specifications are kept up to date at all times with any such revised and additional drawings and specifications.

All Drawings and Specifications and any other construction aids the City has furnished to the Contractor are and will remain the City's property and are to be used only with respect to the Work, are not to be copied or revised in any manner without the written authorization of the Engineer and are to be returned to him on request on completion of the Work.

**GC.9. SHOP DRAWINGS**

- (a) The Contractor will submit to the Engineer promptly, so that no the Delay in the Work will occur, or to the work of any other contractor to the City, one (1) sepia and one (1) copy of all shop or setting drawings and schedules required for the Work, and the Engineer will review and approve them with reasonable promptness. The Contractor will make any changes thereto that the Engineer may then require, and file with the Engineer one (1) sepia and one (1) copy as changed.
- (b) The Engineer's review and approval of the Contractor's shop and setting drawings and schedules will not relieve the Contractor from the requirements of the Contract in relation to deviations from Drawings and Specifications, unless the Contractor has notified the Engineer in writing about any such deviation at the time of submission the shop and setting drawings, nor will it relieve the Contractor from the responsibility for errors of any sort in shop drawings or schedules.

**GC.10. RECORD PLANS**

The Contractor will supply the Engineer with three (3) complete sets of "as constructed record plans" for the Work, showing the Work as constructed, on or before the date the Contractor makes application to the Engineer for a Certificate of Substantial Completion.

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**GC.11. ENGINEER SOLE JUDGE**

Should any discrepancies appear or difference of opinion or misunderstanding arise as to the meaning of the Tender Documents, or as to any omissions therefrom, or misstatements therein, in any respect, or as to quality or dimensions or sufficiency of materials, Products, Plant or Work, or any part thereof, or as to the due and proper execution of the Work, or as to the measurement of quantity or valuation of any Work or as to extras thereupon, or deductions therefrom, or as to any other questions or matters arising out of the Contract, the same will be determined by the Engineer who will have the right at all reasonable times to visit, enter and inspect any buildings, factories, workshops or works of the Contractor or others wherever any materials or Products are being prepared, manufactured or treated or stored, or other Work is being done in connection with the Contract, and the Engineer's decisions will be final and binding upon all parties concerned, and from it there will be no appeal; and the Contractor will immediately, when ordered by the Engineer, proceed with and execute the Work, or any part thereof, forthwith, according to such decision, and with such additions to or deductions from the Contract Price as are provided under the terms of the Contract, without making any claim for any extension of time in completing the Work, unless arranged for in writing with the Engineer as provided herein.

The resolution of any misunderstanding or disputes between the City and the Contractor regarding the Work or the Contract must be put in writing and expressly agreed to therein by both parties. The Contractor will not make or advance any claims against the City or any of its personnel of any resolution of such misunderstandings or dispute based on non-written communications or alleged non-written communications.

**GC.12. ENGINEER'S ABSENCE**

In the Engineer's absence, any other City employee the Engineer may designate to supervise the Work in his absence, subject to his instructions, will have full power to make decisions for the City regarding the Work, and the Contractor will follow the instructions or orders of persons so designated.

**GC.13. ACCESS AND ASSISTANCE**

The Contractor, at no expense to the City in addition to the Contract Price, will furnish the Engineer, and any of other City employees authorized by him to supervise the Work for the City, with convenient means of access at all times to all parts of the Work, and will assist, them in carrying out thorough inspections of the same, culling or removal of doubtful or defective material or Products used or intended to be used in the Work and for any other purpose required in connection with the Work.

**GC.14. COMMUNICATIONS WITH CONTRACTOR**

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

Before commencement of construction, the Contractor will provide the Engineer with a list of at least three persons with authority to act on the Contractor's behalf in times of emergency in



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connection with the Work, at least one of whom will be available at all times 24 hours per day after commencement of the Work until completion thereof.

Any notice or communication to the Contractor pursuant to the Contract will be deemed to be well and sufficiently given, delivered and received by the Contractor if handed to the Contractor or any of the Contractor's apparent representatives, if the Contractor is an individual, or to any of its apparent representatives, if it is not an individual, or if mailed or sent to the Contractor at the address set out in its Tender, or to its place of business, if that is different from the address given there, or left for the Contractor at any Work site or by fax or e-mail to the Contractor's fax number or email address as set out in the Tender.

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

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**GC.15. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES**

The Contractor will ensure that the Work is adequately and effectively supervised at all times by an experienced, competent supervisor and any necessary assistants, to the satisfaction of the Engineer. Prior to commencing the Work, the Contractor will inform the Engineer of the identity and contact information of the Work supervisor(s) and will not thereafter make any changes thereto without the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case, the Contractor will immediately notify the Engineer for the identity of the replacement supervisor(s). The supervisor(s) will represent the Contractor at the Work Site, and City directions given to him there on minor matters will be considered to have been given to the Contractor.

Should any person employed on the Work sites, or in connection therewith, give any just cause for complaint, the Engineer may require that such person be taken off the Work and not be again employed by the Contractor in the Work without the prior written consent of the Engineer.

**GC.16. INSPECTION OF WORK**

The Engineer may appoint inspectors or surveyors to inspect the Work at anytime. Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of the Products to be used therein. Such inspectors and surveyors will not be authorized to revoke, alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.

**GC.17. DAILY REPORT**

The Engineer may maintain a detailed daily report regarding the progress of the Work, the number of Contractor personnel at the Work site(s), materials delivered thereto and all such other matters relating to the Work he deems necessary to record. The Engineer's daily reports will be kept in the Engineer's Work site office, if there is one, or in his permanent office if there is no site office, and the Engineer may require the Contractor or an authorized representative thereof to read and sign each such daily report. In case of any difference of opinion between the Engineer and the Contractor regarding the particulars recorded in the Engineer's daily report, the Contractor, within seven (7) days of reviewing the report, will give written notice to the Engineer describing such difference and the Engineer may consult with the Contractor further regarding the difference.

**GC.18. WEEKLY MEETINGS**

The Contractor will meet in person with the Engineer at the Work Site at least once each week while the Work is being performed to discuss Work performed in the previous week and Work planned for the next week.

**GC.19. CONSTRUCTION SCHEDULE**

Unless the City otherwise agrees in writing, the Contractor will perform with Work in accordance with the deadline's required in the Tender Documents and Contractor's proposed detailed schedule in the Tender.

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The Contractor will inform the Engineer immediately of any changes the Contractor proposes in that schedule, and if, in the Engineer's opinion, the proposed changes thereto will result in the Work not being completed within the times required under the Contract, or is otherwise not in accordance with the Tender, the Engineer, without in any way limiting the City's rights or the Contractor's obligations under the Contract or otherwise in respect of scheduling of the Work and delays in the completion thereof, may require the Contractor to submit a revised construction schedule to the Engineer to provide for the timely completion of the Work in accordance with the Contract.

**GC.20. TIMING OF THE WORK**

(a) Work Delayed by the Contractor

If at any time, in the Engineer's opinion, the Work is behind schedule according to the Contract, the Contractor, at its expense, on notice from the City, will use such additional workers and/or shifts for the Work as may be necessary to put the Work back on schedule.

(b) Work Accelerated by the Engineer

If at any time for any reason City finds it necessary or expedient that the Work should be completed at an earlier time than provided for in the Tender Documents, the City, by written notice from the Engineer to the Contractor, may require the Contractor to add additional workers and/or shifts for the Work, for which the City will pay:

(i) the substantiated extra cost to the Contractor of such additional workers and/or shifts; and

(ii) an agreed percentage of that amount as for profit thereon.

Subject to the terms of the Contract, in order to be entitled to be paid remuneration as described above for such additional workers and/or shifts, the Contractor must present to the Engineer for his approval on a daily basis all time sheets and other records covering all such additional workers or shifts to the Engineer and will be entitled to be paid only the basis of such records in that way approved by the Engineer.

(c) Work Out-of-Sequence

The Contractor, at no additional charge, will perform the Work as to operation or location, out-of-sequence as and when directed by the Engineer.

(d) Execution of Other Works or Contracts

If at anytime while the Contractor is carrying out the Work, the City or any other contractor on its behalf needs access to the Work Sites in order to carry out any other City work, the Contractor will cooperate fully with the City or its other contractor, as the case may be, as the Engineer requires so as to enable City workers or other contractors to carry out their operations within and about the Work Sites at the same time the Contractor is carrying out the Work, and at any other times the Engineer may require, and in connection therewith, the Engineer, in his discretion, may impose on the Contractor any requirements the Engineer considers to be necessary or advisable in order to ensure that the Contractor and any City workers or other contractors may work along side each other or alternate the

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timing of their operations in such a way so as to continue and carry out their respective duties and obligations in the order and priority determined by the Engineer, and the Contractor will proceed in such manner with and complete in such order such portions of the Work as the Engineer may so require. No inconvenience or alleged inconvenience arising from any such arrangements will form any ground for any claims by the Contractor against the City for any losses or damages arising in connection therewith.

**GC.21. EMERGENCIES**

The Engineer may require the Contractor to stop the Work whenever in the Engineer's opinion such stoppage may be necessary to ensure the safety of life, the Work or any neighbouring property and, in connection therewith, may in writing order changes in the Work and assess and authorize payment to the Contractor for any extra cost to the Contractor resulting from such change orders.

**GC.22. SUBCONTRACTORS, SUPPLIERS AND BUILDERS LIEN ACT**

In every subcontract the Contractor will specify that the Contractor will be responsible for payment certification under that subcontract for the purposes of the *Builders Lien Act* (and not the City or Engineer).

**GC.23. CONTRACTOR'S PLANT AND UTILITIES**

The Contractor, at its expense, will supply, maintain and remove its field office and whatever electric or telephone facilities he requires for his Plant for either domestic or construction purposes.

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

The Contractor will make all necessary arrangements with the City's Engineering Department to obtain water from the City's water supply.

**GC.24. PLANT, LABOUR AND MATERIALS**

Except as otherwise provided in the Tender Documents, the Contractor, at its expense, will provide all necessary temporary buildings and storage grounds in connection with the Work and will furnish all necessary labour, materials and plant together with all proper and required facilities for moving and transporting the same so the Work can and will be carried out in a good and workmanlike manner in accordance with the Contract in all respects. Unless otherwise specified, all materials incorporated into the Work will be new and of good quality.

Should any Plant, equipment, appliance, materials or workmanship put into or used in carrying out the Work which the Engineer may consider to be poor quality or unfit for use therein be brought to the Work Site or put into the Work, the Contractor will wholly removed the same within twenty-four (24) hours after notification to that effect from the Engineer, and in the case of any failure or neglect on the part of the Contractor to remove the same as the Engineer may require, the City, at the Contractor's expense, may cause the same to be taken away at the Contractor's expense, and deposited or otherwise disposed of in any place and manner the

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Engineer considers convenient or proper, in which case, the Contractor will pay the City forthwith on demand, all expenses the City may incur in relation thereto, including, without limitation, the costs of removal, transportation and storage or disposal, if any, or the same may be deducted or collected by the City as provided in the Contract.

**GC.25. MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR**

Materials and equipment supplied by the Contractor in performing the Work will be as specified in the Tender Documents. If the Contractor wishes to supply and install items for the Work other than specified, it must first apply to and must receive written permission from the Engineer therefore. Descriptive literature and price schedules covering such alternative items will be supplied to the Engineer if requested.

The Contractor will furnish for the Engineer's approval as the Engineer may require samples of any material of any kind the Contractor intends to use in the Work, but the Engineer's approval in that respect will not in any way be an approval of the Work or preclude the City from later rejecting any portion of the Work which in the Engineer's opinion does not comply with the provisions of the Contract or is otherwise unsatisfactory.

**GC.26. MATERIAL IN IMPERIAL UNITS**

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

**GC.27. SUPPLY OF MATERIALS BY THE CITY**

The City, at its option, may supply materials to the Contractor to be incorporated into the Work, but , before incorporating any such materials into the Work, the Contractor will thoroughly inspect them for suitability and condition and on that basis will either accept them as is for use in the Work or inform the Engineer forthwith in writing of any the Contractor considers to be in any way unsuitable, of poor quality, defective or damaged. The Contractor, at its expense, will replace any materials supplied by the City damaged after the Contractor pursuant to these provisions has accepted them for used in the Work. If the Contractor does not inform the City forthwith in writing as required hereby that any such materials are unsuitable, of poor quality, defective or damaged, the Contractor will be considered to have accepted them pursuant to this provision for use in the Work. Any materials supplied by the City for the Work that are damaged after the Contractor has accepted them for use in the Work will be replaced by the Contractor at its expense.

For this project, the City will provide the following materials for the Work:

- all lids and frames for water valves, chambers, and catch basins; and sleeves for sign poles.

Any of the materials supplied by the City for the Work that in the end are not required for the Work, will remain the property of the City. The Contractor will ensure that all such excess materials are neatly stored at the location the City originally gave possession of them to the Contractor.

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**GC.28. TEMPORARY STRUCTURES**

All temporary structures the Contractor may erect on City property in connection with the Work, will remain the Contractor's property and will be fully removed therefrom on completion of the Work.

The Contractor will be responsible for the design, and the adequacy, safety and efficiency, of all falsework, temporary structures and construction processes required at the Work Site in connection with the Work. All such designs will be prepared in writing or plans and sealed by a Professional Engineer licensed to practice in British Columbia and, prior to putting any such structures in place at the Work Site, the Contractor will submit the designs therefore to the Engineer for review, but such review will not relieve the Contractor of any responsibility. The Contractor, at its expense, will correct any defects in any such designs as the Engineer may identify.

**GC.29. WORK AREAS AND CONTRACT LIMITS**

The Engineer will establish a bench mark within sixty (60.00) metres of the Work Site. The Contractor will be responsible for establishing and maintaining all lines, levels and centres as required to carry out the Work. The Engineer will determine the locations of Work site boundaries.

The Contractor, as much as is practicable, will confine its operations to the Work Site. The Contractor, at its expense, will acquire the right to use any space outside Work site boundaries that it requires for the performance of the Work.

Except as may otherwise be provided for in the Tender Documents, before the Contractor is scheduled to begin performing the Work, the City will attempt to obtain all permits and easements that may be needed to carry out the Work, but if by that time the City has not finalized such arrangements, the Contractor will reschedule components of the Work if necessary to postpone working on any areas for which such permits or easements have not yet been obtained. No extra compensation will be payable to the Contractor for any for any extra costs it might incur in such circumstances.

In performing the Work, some things the Contractor may need to do outside of the Work site perimeter(s) include:

- (a) installation of barricades and barriers and other traffic control measures; and
- (b) repairing and making good other property and/or improvements are damaged or destroyed by the Contractor's operations.

**GC.30. OFFICE FACILITIES FOR THE ENGINEER**

The City, at its option, may put a field office for itself in place within the Contractor's storage area at the Work Site, and the Contractor will cooperate fully with the City in locating such a field office and in enabling City personnel to park near to it and to access it at all times.

The Contractor may be asked to provide certain services for the field office. The Engineer will arrange for payment to the Contractor for such services, separate from the Contract Price.

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**GC.31. STORAGE AREAS**

The Engineer will allocate working, staging and storage areas for use by the Contractor in connection with the Work. The Contractor, at its expense, will ensure that all such areas are kept in good repair and in a clean, tidy and safe condition and on completion of the Work will clean-up and return all such areas to their original condition.

**GC.32. HOURS OF WORK**

In performing the Work, the Contractor and all of its workers engaged in the Work must comply at all times with the provisions of the City's *Noise By-law*.

The Contractor will keep the Engineer fully informed at all times on the proposed hours of work so that City inspections can be co-ordinated therewith. The Contractor may not perform any of the Work at any time that the City cannot inspect the Contractor's operations and the Work.

The City's personnel work between the hours of 7:30 a.m. and 3:30 p.m. on Working Days. The Contractor will not expect City personnel to be available in connection with the Work outside those hours, except by special arrangement with the Engineer or in case of emergency.

**GC.33. TRAFFIC CONTROL**

The Contractor, at its expense, will ensure that as much as is reasonably possible or practicable all roadways and pedestrian passage ways upon which the Work is performed are kept open to public use, or restricted public use, to the Engineer's satisfaction, and all times beginning on commencement of the Work until Completion, except as may be expressly provided otherwise in the Contract, the Contractor, at its expense, in accordance with the Province of British Columbia's Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition), will provide all necessary traffic control services in connection with portions of the Work being conducted on or otherwise affecting traffic on City streets, lanes or sidewalks, all of which will include, without limitation, to the Engineer's satisfaction, the following:

- construction warning devices and signs;
- all suitable and prudent barriers, fencing and other suitable access prevention equipment;
- all necessary directional or redirectional signage;
- all flagpersons, watchpersons and lighting equipment;
- an experienced, certified traffic control supervisor dedicated strictly to coordinating, implementing, and monitoring their work and to deal with any issues that arise in connection with traffic management and control in and about the Work Sites;
- maintaining safe access to the surrounding businesses - this will require the use of ramps and bridges to cross over any newly poured concrete;
- maintaining safe pedestrian access around or through their work zone;
- keeping sidewalk accessibility by pouring the filler walk separately, if necessary;
- closing only one sidewalk at a time (no closure of both the south and north side simultaneously) while still maintaining accessibility for able bodied pedestrians within a safe provision on the roadway;

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- closing only one crosswalk within an intersection at any time. Three pedestrian crossings within an intersection must be retained at a minimum;
- appropriate monitoring of the site, traffic set-up, and provide a 24-hour contact number in the event of an emergency;
- employee parking is not allowed or provided for within the Work Sites. This causes staging and delivery constraints and is a WorkSafe BC concern;
- providing communication pamphlets to residents and businesses with a telephone contact of a site superintendent and/or a traffic coordinator for the project; and
- scheduling and coordinating the Work as it may affect any major arterial intersections in consultation with and at the direction of the City's the Traffic Management Branch and/or the Engineer.

The Contractor will submit to the Engineer, subject to the Engineer's approval, within no fewer than five (5) Working Days before commencement of the Work, a traffic management plan showing the expected traffic management areas around the Work Sites and the Contractor's plan for managing traffic in those areas while the Work at all times beginning on commencement of the Work until Completion and, within two (2) Working Days of any request by the Engineer for modifications to the Contractor's traffic management plan after commencement of the Work, a modified traffic management plan addressing all such matters as required by the Engineer.

At all times from the time of commencement to the time of completion of the Work, the Contractor will ensure that all obstructions and hazards or potential hazards to pedestrian or vehicular traffic created in connection with the Work, including, without limitation, trenches and/or other excavations, out-of-grade utility-access covers, are prudently and effectively barricaded and adequately marked with highly visible signs and/or warning devices.

Unless ordered otherwise by the Engineer, the Contractor will inspect all barricades, barriers and warning signs and devices of unattended construction Work Site at least once per day.

When any of the Work is carried out at night, the Contractor, at its expense, must supply a sufficient number of electric or other approved lights to enable the Work to be done in an efficient, safe and satisfactory manner, and the Engineer may order additional lights at the Contractor's expense if, in the Engineer's opinion, they are or may be required and the Contractor will immediately carry out any such orders.

The Contractor will record the vehicle licence plate numbers of any vehicles legally parked in locations in which parking will be prohibited or restricted while Work is being performed, at the in time of placement of signs, and provide to the Engineer the information recorded, and the Contractor will notify the Engineer by telephone for further instructions if any those vehicles are still parked there when Work there commences.

The City's the Parking Enforcement Branch and the Vancouver City Police are the only authorities authorized to require the towing away of vehicles parked illegally on City streets, and, as between the City and the Contractor, the City will cover any such towing costs and other related costs.

**GC.34. PUBLIC CONVENIENCE**



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In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the Engineer's opinion. The Contractor will not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or public property, without the Engineer's permission nor will the Contractor allow the same to remain thereon longer than necessary but must remove all rubbish and other material, clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed within four (4) days after the completion of the Work and without previous notice to the Contractor the Engineer will proceed to do whatever is necessary to restore such places to as good and as tidy a condition as before the commencement of the Work and charge the cost thereof against the Contractor. Where the Contractor obstructs more of the street, roadway or place than is ordered or sanctioned by the Engineer in writing, then the Engineer may cause such obstructions to be removed at the expense of the Contractor.

**GC.35. ACCESS TO EXISTING STRUCTURES**

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

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

The Contractor will maintain fire exits from existing buildings as required by the Fire Department.

**GC.36. PROTECTION OF WORK AND PROPERTY**

The Contractor, at its expense, at all times after commencement of the Work until completion thereof, will ensure insofar as is reasonably practicable that the Work and all City property involved in the Work and all other property nearby are adequately protected nearby are secure and adequately protected from damage or injury by accident, theft or vandalism.

**GC.37. FIRE, SECURITY AND SAFETY REGULATIONS**

(a) Fire and Security

The Contractor will comply and will ensure that all its agents, employees, subcontractors and suppliers involved in the Work comply at all times with any and all applicable fire regulations and any fire safety requirements imposed from time to time by the Engineer and any person having jurisdiction over such matters and with all security requirements imposed by the Engineer or other authorized representatives of the City will be complied with.

Without limitation the Contractor's obligations under the Contract, the City, in its discretion, may assign security guards to the Work Sites from time to time and the Engineer will notify the Contractor any time the City chooses to do so. However, neither the City nor the Engineer will be responsible for any loss or damage to the property of the Contractor whether or not any such security guards watchmen are provided by the

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Engineer. The Contractor will remain responsible at all times to provide adequate security to all Work Site and all materials and equipment stored or used there.

(b) Loss Control

The Contractor, at its expense, will provide a Loss Control Program in respect of the Work and all materials and equipment used therein, satisfactory to the City, to meet WorkSafe BC and other requirements.

(c) Safety

At all times in the performance of the Work, the Contractor will carry out the Work and will ensure that persons the Contractor engages to participate in the performance of the Work will conduct themselves at all times while engaged therein in a safe manner in all respects and at all times in accordance with all applicable safety laws and the requirements of any authority having jurisdictions in respect of work safety.

Without limitation to any of its legal obligations regarding safety, the Contractor, at its expense, at all times while Work is underway, will ensure that there are personnel adequately trained to provide first aid and first aid equipment and supplies at the Work Site.

**GC.38. DRAINAGE**

The Contractor will keep all portions of the Work Site well drained at all times while the Work is in progress, and the Contractor will be responsible for all damage that may be caused or result from any water backing up or flowing over, through, from or along any part of the Work or that any of the Contractor's operations may cause to flow elsewhere.

**GC.39. EXISTING UTILITIES**

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

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

Existing utilities are shown in the Drawings. They are shown for convenience only, and the City assumes no responsibility for errors therein. The Contractor, at its expense, will take all steps necessary to ensure that before commencing the Work it knows the exact locations of all utilities in the Work Site.

The Contractor will ensure that none of its Work related activities result in access to fire hydrants being blocked, obstructed or restricted.

**GC.40. DUST CONTROL**

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The Contractor, at its expense, by water sprinkling or by other methods approved by the Engineer, will control and minimize dust created by its operations

**GC.41. CHANGES, EXTRAS, DEDUCTIONS & CLAIMS**

The City, in its discretion, on notice to the Contractor, at any time before commencement or during performance of the Work, may make or require changes in the Work, including, without limitation, changes to any line, grade, Drawings, Specifications or detail thereof, or additions to the Work, and in such circumstances the Contractor will immediately put into effect and carry out any such changes or additions to the Work as the Engineer directs without being entitled to any extension of time for completion of the Work or any additional remuneration therefore, except as herein provided.

Any time the City directs the Contractor to in any way change or add to the Work, the Contractor will notify the Engineer forthwith in writing of any additional remuneration the Contractor thinks it should receive for any such changes or additions to the Work and/or any additional time it will need to complete the Work as a result of such changes or additions thereto, otherwise it will have no claim in respect thereof. The City will pay additional remuneration to the Contractor for any such changes or additions to the Work if and to the extent such changes or additions will substantially increase the Contractor's cost for performing the Work, in which case the City will pay the Contractor additional remuneration to cover the Contractor's reasonable, additional costs and a percentage of that amount for profit.

If the labour, equipment and/or materials actually put into the Work are less than originally contemplated in the Invitation to Tender and the Tender or any changes in the Work that the City might require at anytime require less labour, equipment and/or materials than originally contemplated, the Contract Price will be reduced accordingly by making deductions therefrom as follows:

- (a) using the unit or lump sum prices contained in the Tender applicable to such labour, equipment and material not required, or
- (b) if, in the opinion of the Engineer none of the unit or lump sum prices aforesaid apply, then using the hourly rates for work and labour or cost of material as set out in the Tender Documents, or
- (c) such fixed sum as agreed upon between the Contractor and the City.

The Contractor will submit to the Engineer in writing all claims for additional compensation the Contractor may have wish to make for any loss or additional expense in connection with its performance of the Work resulting from any unforeseen and unforeseeable thing or matter occurring in connection therewith for which the Contractor or its subcontractors or supplies are not responsible. All such claims must be submitted to the Engineer within thirty (30) days after the occurrence of the thing or matter or matter complained of and such occurrence and the alleged loss or expense must be fully and comprehensively described in the notice given to the Engineer. The City will not be required to consider or compensate the Contractor in any way for any claims not made in accordance with this provision. The City will consider all claims made in accordance with this provision and may compensate the Contractor therefore as the City, in its discretions, made decide.

**GC.42. ERRORS BY CONTRACTOR**

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The Contractor, at its expense, will be fully responsible to correct or reverse any unauthorized changes or any errors it or any of its subcontractors or suppliers have made in the Work as contemplated by the Tender Documents and all ground settling, earth or improvement washouts and all defects in the Work or the Work Site or surrounding areas.

**GC.43. TESTING OF MATERIALS**

Except where otherwise provided, the Contractor, at its expense, will carry out all necessary or advisable testing of materials to be put into the Work.

**GC.44. DEFECTIVE WORK**

The Contractor, at its expense, at any time until the expiry of all applicable warranty periods, by the City during the period of warranty periods, will make all such excavations or openings in the Work for inspection purposes as the City may require and the Contractor, at its expense, will correct to the City's satisfaction any defects in the Work that the City in its discretion may identify and direct and will replace and repair all parts of the Work moved or damaged in such excavations and openings.

**GC.45. WARRANTY**

The Contractor will perform the Work in a proper and workmanlike manner, in accordance with the requirements of the Tender Documents, and will maintain the Work against any defects therein resulting from faulty installation, materials or workmanship during the period of twelve (12) months from the date of issuance of the Certificate of Substantial Completion and in a permanent manner and satisfactory to the City will correct any defects arising from any of these causes.

The City in its discretion will determine whether the Contractor is to replace or repair defective parts of the Work.

Should the Contractor fail to correct any defects in the Work within (3) Working Days after the City has notified it to do so, the City may do so and all costs, charges and expenses so incurred may be deducted or collected by the City as provided in the General Condition below, "*Money Due to Owner*".

If the City, in its discretions, considers any defects in the Work to be dangerous and that an emergency exists, the City, in its discretion may correct the defects immediately and all costs, charges and expenses so incurred may be deducted or collected by the City as provided in the General Conditions below, "*Money Due to Owner*".

The decision of the City will be final as to whether there are any defects in the Work, the necessity or advisability of correcting such defects and in respect of the costs of such repairs.

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If, in City's opinion, it is in the City's best interests (taking into account effects on the City's overall schedule, the difference in value between the Work as performed and that called for by the Tender Documents, and other relevant factors) not to correct defective Work or any Work otherwise not performed in accordance with the Contract, the City, to obtain compensation thereof, may determine an amount to be deducted from any amount otherwise due to the Contractor under the Contract or to be paid by the Owner to the City under General Condition "*Money Due to Owner*", and the City may extend the warranty period to a minimum of twice the warranty period originally provided for under the Tender Documents.

**GC.46. CONTRACTOR'S LIABILITY**

If the Contractor fails in any way to faithfully and strictly perform the Work in accordance with the Contract, the City with or without notice to the Contractor (except where in the Contract notice is specially required), may take such steps, procure such material, equipment, contractors and workers and do such work or things as it may consider to be advisable to carry the Work as required, and any and all expenses so incurred may be deducted or collected by the City as provided in these General Conditions.

Any such action taken by the City under this General Condition will not in any way relieve the Contractor or its sureties from any liability under the Contract.

**GC.47. INSURANCE BY THE CONTRACTOR**

The Contractor, at its expense, will obtain and keep at all times as provided for herein, in connection with the Work, the following insurance:

1. ALL RISK COURSE OF CONSTRUCTION INSURANCE

(a) Coverage

"All Risks" of physical loss or damage.

(b) Property Insured

(i) At Site

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

(ii) Transit

Property that is to be incorporated into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the Continental United States of America to the Work Site, but excluding such property in the course of

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manufacturing or processing within buildings at the manufacturer's or supplier's site.

(iii) Off Site

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

(c) Insured

The City, the Contractor, all Sub-Contractors, their respective employees and agents.

(d) Term

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

(e) Limit and Deductibles at Site

(i) Limit of Liability: Full Value of the Work

(ii) Deductible not to exceed \$5,000.

2. "WRAP UP LIABILITY INSURANCE"

(a) Insured

The City, the Engineer, the Contractor, the Consultant, all Sub-Contractors and Sub-Consultants, their respective employees and agents.

(b) Limits

Bodily Injury Liability and Property Damage Liability including aggregate products and completed operations: \$5,000,000 each occurrence.

(c) Extensions of Coverage

- Broad form property damage
- Occurrence property damage
- Blasting

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- Collapse, underpinning and excavation
- Products and completed operations
- Personal injury
- Contingent employer's liability
- Non-owned automobile insurance
- Piling operations
- Premises, property and operations
- Contractual liabilities
- Tenant's fire legal liability for rented Site premises
- Loss of use or occupancy without property damage
- 2-year extension of completed operation coverage

(c) Deductible

Maximum of \$5,000 for each occurrence.

(d) Cross Liability

The insurance will apply to any action brought against any one Insured by any other Insured in the same manner as though separate policies were issued to each.

(e) Term

Entire Period of construction or completion of the Contract, whichever shall first occur, plus twenty-four (24) months for completed operations liability thereafter.

3. AUTOMOBILE INSURANCE

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with The Automobile Insurance Act, RSBC 1979, Ch. 204, the minimum limits as follows:

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

4. CONTRACTOR'S EQUIPMENT INSURANCE

"All Risk" insurance with Insurers acceptable to the City, covering all construction equipment, owned or rented, or for which the Contractor or any of his subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the subcontractor, as the case may be, will, if so requested by the City in writing, forthwith replace such damaged or destroyed construction equipment. The Contractor or Subcontractor, as the case may be shall have the following clause included in such insurance policy:

Waiver of Subrogation:

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his right of subrogation against the City, the Engineer and all architects, engineers or consultants engaged in or connected with

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the construction and site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

5. GENERAL

- (a) All insurance coverage described in this General Condition will be issued by an insurance carrier or agent acceptable to the City and licensed to conduct business in the Province of British Columbia.
- (b) The Contractor and all subcontractors will be required to provide to the City, prior to commencement of the Work, Certificates of Insurance showing that all insurance requirements hereunder are met.
- (c) Contractors and their subcontractors will be required to furnish evidence of the renewal of policies described in this General Condition by renewal certificate, endorsement or certified copy to be received by the City at least fifteen (15) days prior to the expiry date of the policy.
- (d) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the City does not approve any insurance policy or policies submitted to the City and the Contractor thereafter does not meet the requirements of the City as to terms and conditions of the insurance policy, the City will have the right to place and maintain such insurance in the name of the Contractor. The cost thereof will be payable by the Contractor to the City on demand, and the City 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 will be stopped until satisfactory evidence of renewal is produced.
- (e) Each policy described in this General Condition will be required to be endorsed as follows:
  - Notice: "It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the Insurer giving at least thirty (30) days prior written notice by registered mail to the City of Vancouver."
- (f) Subject to the provisions of Section 1, each Contractor and each of his subcontractors will provide at his own cost any additional insurance which he is required by law to provide or which he considers necessary.
- (g) Deductibles

All deductibles will be for the account of and be paid by the Contractor upon demand by the City.

The City will have the right to deduct amounts for which the Contractor is responsible under this Section from any monies are due or coming due to the Contractor under the Contract.



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**GC.48. CLAIMS FOR WAGES**

The City may settle any claim for damages and pay all overdue wages payable to the Contractor's employees in relation to the Work or the money due and payable to any of the Contractor's suppliers for materials put or to be put into the Work or any unpaid amounts that are due and payable to any of the Contractor's subcontractors in relation to the Work, and the amounts of any such payments the City may make hereunder will be a debt due from the Contractor to the City, as and for money paid on behalf the Contractor, and the City may deduct or collect all such amounts in accordance with the terms of the Contract, but the City does not assume any liability in this respect and the persons to whom any such payments are made will not thereby become employees, agents, suppliers or contractors to the City.

**GC.49. LIENS**

The Contractor will make payment and take all other steps which may be necessary to ensure that all Contract monies, the Work and in connection with the Work all City property will be free at all times from any lien or charge of any kind or to any attachment for debt, garnishment process or otherwise, and the Contractor and its sureties will fully indemnify the City for and save it harmless from any and all such liability, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed, released and discharged in every way from any Contract monies, the Work and City property.

Notwithstanding anything to the contrary contained in the Tender Documents, the City will not be obligated to pay any Contract monies to the Contractor if and for so long as any such liens, charges or other encumbrances exist.

**GC.50. MONEY DUE TO CITY**

The City may deduct from money payable to the Contractor under the Contract, and keep for itself, any money that becomes payable from the Contractor to the City under the Contract or otherwise in connection with the Work or the City may take all such other lawful steps as may be reasonably necessary to collect directly from the Contractor and/or its sureties as a debt due and payable such money as may become owing to the City from the Contractor under the Contract or otherwise in connection with the Work, and the Engineer may withhold any payment or certificate to be made or issued in connection with the Work as in his discretion he see fit until he is satisfied that the Work performed and material supplied so far are in accordance with the Contract and that the Contractor is otherwise entitled thereto.

**GC.51. ASSIGNMENT**

The Contractor will not assign or transfer any sum of money due and payable to it or coming due and payable to it under the Contract or assign, transfer or subcontract to any person or entity any portion of the Contract or the Work without the City's express and prior written consent or except as may otherwise be expressly authorized under the Contract. The Contractor itself must supervise and carry out the Work with its own men and subcontractors.

This section does not apply in relation to the supply of materials to be incorporated into the Work. The Contractor may not under any circumstances assign or otherwise transfer its responsibilities under the Contract to supply such materials and any such purported assignment or other transfer will be invalid.

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GC.52. CERTIFICATES, RECORDS AND PAYMENTS

(a) Payment Certifier:

For purposes of the *Builders Lien Act*, if applicable in respect of the Work, the Engineer will be the person responsible for payment certification under the Contract, but not under any subcontract.

(b) Certificate of Substantial Completion:

(i) When the Contractor considers that the Work is Substantially Complete, it will give written notice to the Engineer to that effect, and, on the Engineer's initial inspection thereof, the Engineer will issue to the Contractor a list of deficiencies, if any, in the Work. When the Contractor has corrected all such deficiencies to the Engineer's satisfaction, the Engineer will inform the Contractor that the Work is ready for official inspection as to whether it is Substantially Complete, after which the Contractor will apply to the Engineer for a Certificate of Substantial Completion.

When the Contractor applies to the Engineer for a Certificate of Substantial Completion, the Contractor will deliver to the Engineer, to his satisfaction:

- a full set of "as constructed record plans" for the Work, as required under these General Conditions;
- documentation showing full compliance with all WorkSafe BC requirements in connection with the Work; and
- a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing as of the end of the month from the Contractor to all third parties involved in the Work, including, without limitation, all consultants, subcontractors and suppliers, have been paid.

(ii) Thereafter, the Engineer and the Contractor will inspect the Work together and any will record details of any deficiencies remaining therein and include detailed descriptions of them on the Certificate of Substantial Completion. The date of Substantial Completion will be as expressly stated in the Certificate of Substantial Completion. Upon issuance of the Certificate of Substantial Completion, the Engineer will set a reasonable date for the Completion.

(iii) The Certificate of Substantial Completion as described herein will serve as the Contractor's certificate for completion for the purposes of the *Builders Lien Act*, if applicable, and the date of Substantial Completion stated in the Certificate of Substantial Completion will be deemed to be its date of issuance for that purpose.

(c) Certificate of Completion:

After the Contractor has fully rectified all deficiencies in the Work to the Engineer's satisfaction, and on the Engineer receiving all statutory declarations required below, the Engineer will issue a Certificate of Completion.

(d) Statutory Declarations:

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The Contractor will submit with all applications for payment such statutory declarations as may be required herein:

Prior to making any payment to the Contractor under the Contract, and as condition thereto, the Engineer, in his discretion, may at any time require the Contractor to deliver to him a statutory declaration made under oath that all wages payable to all workers involved in the Work, all Products or other things supplied for use in or upon the Work and all amounts due to subcontractors and suppliers have been paid in full and that no person or entity is entitled to any encumbrance, claim or lien in respect of any labour, materials or services, and that none are pending, supplied in connection with the Work or, if any such payments are outstanding and unpaid, that except, for any such outstanding and unpaid amounts, which must be described in detail in the statutory declaration, all wages and other amounts due and payable for services and materials supplied in connection with the Work have been paid in full.

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

Prior to final payment under the Contract, and as a condition to issuance by the Engineer of a Certificate of Completion, the Contractor will file with the Engineer a Statutory Declaration showing that all Work in respect of the Contract is Fully Complete, all accounts for wages, services and materials supplied in connection with the Work paid in full and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the Work and payments already received and now due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor in connection with the Work and under the Contract.

(e) Other Documentation

The Engineer may at any time, as a further condition to any payment to the Contractor under the Contract, require the Contractor to furnish him with such other information as the Engineer, in his discretion, may consider to be necessary to establish to his satisfaction that the Contractor has complied fully with all provisions of the Contract.

(f) Books Open for Inspection

The Contractor will create in connection with the Work and the Contract, commencing immediately on receipt of a Notice of Award, and keep at all times thereafter, until for no fewer than three (3) years after Completion, a full, comprehensive and detailed set of records and make them fully available to the City at all times, on reasonable notice, for its inspection and copying.

(g) Products on Site

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Payment will be made to the Contractor for Products required by the Contract when such Products are well and securely delivered and stored at the Work Site in accordance with the Tender Documents.

**GC.53. TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR**

The City, in his discretion, may terminate the Contract at any time on written notice to the Contractor, notwithstanding that the Contractor may not be in default under the Contract, in which event the City will be required to pay the Contractor only for the Work actually performed and materials delivered to the Work Site in accordance with the Contract as of the date of the termination.

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

**GC.54. TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT**

- (a) The City, without prejudice to any other rights it may have, may terminate the Contract forthwith upon notice to the Contractor if:
- (i) the Contractor neglects or refuses to sign the Drawings and execute the Form of Agreement within seven (7) days after notification from the Engineer so to do;
  - (ii) the Contractor neglects or fails to commence work within seven (7) days after the date of execution of the Form of Agreement;
  - (iii) the Contractor becomes insolvent, becomes a bankrupt, makes a general assignment for the benefit of creditors or in any way becomes the subject of any bankruptcy or other similar proceedings relating to its finances;
  - (iv) a receiver is appointed for the Contractor's business;
  - (v) the Contractor fails, on reasonable notice from the Engineer, to supply enough workers or materials for the Work;
  - (vi) the Contractor fails to pay any of its employees, subcontractors or suppliers promptly;
  - (vii) the Contractor does not comply with the requirements of the WorkSafe BC/OHS Regulations or any safety requirements of the Contract; or
  - (viii) the Contractor is in any way breaches the Contract and, after the City gives reasonable notice to it to rectify the breach, fails to do so or repeats the breach.
- (b) On any such termination, the City may arrange for the performance of the Work by whatever means the City deems expedient or practicable, but without undue delay or expense, and the City may take possession of and make use in the Work of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor

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located on the Work Site as the Engineer, in his discretions considers to be necessary to the performance of the Work, which possession the Contractor hereby pledges to the City, as security for the performance of the Work, provided that upon completion of the Work the Engineer will return to the Contractor in substantially their original condition (ordinary wear and tear excepted) all such things not used or incorporated in the Work, without any compensation for use thereof.

- (c) No such termination of the Contract will in any way alter or relieve the Contractor or any of its sureties under the Contract from any obligation or liability under the Contract, and the Contractor and its sureties in every case will be liable to the City for any damages it may suffer and expenses it may incur above the Contract Price by reason of termination of the Contract, and the same may be deducted or collected by the City as provided by under the Contract, and all the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Contract will nevertheless continue in force.
- (d) The fulfilment by the Contractor of any requirement of the Contract may be enforced by legal proceedings and Court order, without prejudice to any other remedy herein contained. Neither the City nor any of its officers or employees will 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 City.
- (e) No proceeding taken pursuant to this General Condition or pursuant to any other provision of the Contract, will at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise expressly agreed to in writing.

**GC.55. SUBMITTALS**

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

**GC.56. NON-RESIDENT WITHHOLDING TAX**

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the City may deduct from all money payable under the Contract and remit to the Receiver-General of Canada, the Government of Canada or Canada Customs and Revenue Agency sums not greater than the greater of:

- (i) twenty-five percent (25%) of all money payable under the Contract; and
- (ii) sums required to be withheld and remitted by the *Income Tax Act* (Canada) as amended.

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