



**CITY OF VANCOUVER**

**TENDER DOCUMENTS  
For  
CONTRACT No. C104**

**SOUTHEAST FALSE CREEK and OLYMPIC VILLAGE  
WATERFRONT DENSIFICATION**



Submit Tender To:

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

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

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**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**TENDERER'S CHECKLIST**

Before submitting your Tender, check the following points:

1. Has your Tender been signed, sealed, and witnessed?
2. Have all pages of the 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 and provided all documentation required in all Schedules in 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 the time for completion of the work in the Form of Tender?
8. Have you listed your Subcontractors?
9. Have you listed your experience in similar work and provided contact information for references?
10. Have you listed your senior staff?
11. Are the documents complete?
12. Have you completed Paragraph 7 of the Form of Tender regarding labour?
13. Have you reviewed the Insurance requirements in Clause GC. 53 with your insurer?

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

**INVITATION TO TENDER**

**Contract: Southeast False Creek Waterfront Densification  
Reference No. C104**

The City of Vancouver invites Tenders for:

Densification of the Southeast False Creek waterfront as described in the Tender Documents.

Tender Documents can be picked up from the City of Vancouver Purchasing Department on the 2<sup>nd</sup> Floor of City Hall on Weekdays from 8:30 am to 4:30 pm or can be picked up at the site meeting. In addition, the Tender Documents (except the drawings) are available by on the City of Vancouver website at [vancouver.ca/bid/bidopp/openbid.htm](http://vancouver.ca/bid/bidopp/openbid.htm).

**TENDERERS SHOULD ATTEND A SITE MEETING ON TUESDAY, FEBRUARY 21, 2005 FROM 11:00AM UNTIL 12:00AM. THE MEETING WILL BEGIN AT 11:00AM AT THE NORTH END OF THE DOMTAR SALT BUILDING LOCATED AT 85 WEST FIRST AVENUE, VANCOUVER, BC.**

All enquiries are to be directed to Wally Konowalchuk at 604-871-6891 or [wally.konowalchuk@vancouver.ca](mailto:wally.konowalchuk@vancouver.ca).

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

Tenders are scheduled to close at:

***Tender Closing Time: 10:00:00 AM on March 1st, 2006.***

**INSTRUCTIONS  
TO  
TENDERERS**

**CITY OF VANCOUVER**  
**TENDER DOCUMENTS FOR CONTRACT No. No. C104**  
**SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS & INTERPRETATION**

“Closing Time” means the closing date, time and place as set out in Paragraph 3(b).

“Contract” means the contract in the Form of Agreement the City will enter into with the successful Tenderer.

“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.

“Losses” means, in respect of any matter, all

1. direct and indirect; as well as
2. consequential;

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).

“Tax Legislation” includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time.

“Tender Contract” means any contract whether simple or by deed formed upon receipt by the City of a tender from a Tenderer in response to this Invitation to Tender.

“Tender Documents” mean all the documents listed in the Table of Contents, including any Addendum issued by the City.

“Tenderer” means the person(s) described in the Form of Tender.

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

If there is a conflict between or among the Drawings and Specifications and the Instructions to Tenderers, Form of Tender (Including the Schedules), Form of Agreement, General Conditions, and the Supplementary General Conditions (the

“Balance of Tender Documents”), the Balance of Tender Documents shall prevail over the Drawings and Specifications.

## 2. INTRODUCTION

The City of Vancouver Southeast False Creek and Olympic Village Project Office is inviting Tenders for Densification of the Southeast False Creek Waterfront as described in the Tender Documents. The Southeast False Creek Waterfront is located adjacent Southeast False Creek between Ontario Street and Columbia Street.

## 3. TENDERS

- (a) Each Tenderer will be given one copy of the Tender Documents. The Tenderer shall complete and return the Form of Tender and Schedules and shall furnish a Bid Bond as hereinafter provided.
- (b) The sealed Tender on the Form of Tender provided, together with all other documents required by the Tender Documents, shall be filed with:

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

up to the Tender Closing Time of **10:00:00 AM on March 1st, 2006.**

The Tender Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.

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

- (c) Tenders should be enclosed in a sealed plain envelope, clearly marked: "Southeast False Creek Waterfront Densification, Contract No. C104, Vancouver, B.C." and with the Tenderer's name in the upper left hand corner.
- (d) Each Tender should be signed in longhand by or on behalf of the Tenderer, with her usual signature. Tenders by partnerships should be signed by at least two of the partners, followed by the designations of the partners signing. Tenders by a company 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 should bear the initials of those persons who have executed the Form of Tender.

- (e) All blank spaces in the Form of Tender should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialled by the person or persons signing the Tender.
- (f) Tenderers must submit on the Form of Tender provided, a Total Tender Price, including all taxes and fees.
- (g) Tenderers must submit on Schedule A provided, a breakdown of the Total Tender Price referred to in (f) above. These unit prices will be used to compute interim progress payments and will be reviewed prior to Contract award so Tenderers should ensure that the sums accurately reflect the costs for each item. The Tenderer may be required to justify the submitted breakdown.

Tenderers should submit a price for each item listed. For items which are not specifically listed, Tenderers shall place the costs for these in the nearest applicable item. Failure by the Tenderer to submit a complete breakdown may result in an incomplete Tender and may be cause for rejection.

- (h) Unless otherwise stipulated, Tenders should be made on the Form of Tender supplied and signed as specified in (d) above.
- (i) Tenders shall be all inclusive and shall be without qualification or condition.

#### **4. CONTRACT PRICE**

4.1 The price for the Work (the “Contract Price” or “Tender Price”) shall be the sum in Canadian dollars of the following:

- a) the product of the actual quantities of the items of Work listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the Work and their unit prices listed in the Schedule of Quantities and Prices; plus
- b) all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus
- c) all applicable taxes.



- 4.2 Subject to any adjustment for changes to the Work, which are approved by the Engineer in accordance with the Contract Documents, the Contract Price shall be the maximum compensation owing to the Contractor for the Work and the Contractor's compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Work.
- 4.3 The City may delete any items in Schedule A in order to meet budget limitations, or otherwise, and award a contract for only the remaining items.

## 5. **OPENING OF TENDERS**

Tenders will be opened in public in Committee Room #2, Third Floor, Vancouver City Hall, immediately after the Closing Time for receipt of Tenders.

Award of a Contract will be subject to approval by City Council and the insurability of the Contractor pursuant to the insurance provisions of the General Conditions.

## 6. **CONTRACT**

The successful Tenderer will become a Contractor and will be required to sign the Agreement with the City.

## 7. **BONDS**

- (a) Each Tender should be accompanied by a Consent of Surety (Schedule "G" 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 Bid Bond, payable to the Owner, the City of Vancouver, in the amount of ten percent (10%) of the Tender Price, and not a dollar amount, as a guarantee of the due execution of an Agreement with the City and the delivery of the Bonds specified in Paragraph 7(b) hereof.
- (b) The forms of the Bonds shall 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)

- (c) The Bid Bond of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the Tenderer to whom the award is made will be returned to him/her upon

execution of the Agreement, delivery of a Performance Bond for 50% of the Tender Price and a Labour and Material Payment Bond for 50% of the Tender Price, and commencement of the Work. The cost of all Bond premiums shall be included in the Tender Price.

- (d) 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. INSURANCE**

The Contractor shall maintain the insurance provisions described in Section 53 of the General Conditions at the Contractor's expense.

## **9. WORKER'S COMPENSATION BOARD**

Tenderers should familiarize themselves with the latest WCB requirements as laid out in Sections 7 and 54 of the General Conditions.

## **10. ACCEPTANCE OF TENDERS**

Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Tenderers or any other contractual document:

- (a) Tenderers are notified that the lowest or any Tender need not necessarily be accepted and the City reserves the right to reject any and all Tenders at any time 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 and the insurability of the Contractor pursuant to the insurance provisions of the General Conditions. Tenders which contain qualifying conditions or otherwise fail to conform to these Tender Documents may be disqualified or rejected. The City may waive any non-compliance with the Tender Documents, specifications or any conditions, including the timing of delivery of anything required by these Tender Documents and may at its sole discretion elect to retain for consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein.
- (b) Tenders shall remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time.

- (c) The award of any contract shall be based on the evaluation of the Tenders by the City on any basis the City seems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:
  - (i) the overall cost impact of the Tender on the operations of the City, including the addition of all applicable taxes to the prices quoted;
  - (ii) the reputation and experience of the Tenderer and of the Tenderer's senior staff to be allocated to the Work;
  - (iii) the technical credibility, financial resources and environmental responsibility of the Tenderer;
  - (iv) the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City; and
  - (v) 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.
- (d) Where the City determines that all Tender prices are too high, all Tenders may be rejected.
- (e) The City may, prior to Contract award, negotiate changes to the scope of the Work or any conditions with the low Tenderer or any one or more Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Tender prices as a result of changes to the scope of the Work or any conditions and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- (f) The Tenderer acknowledges and agrees that 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 for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the Tender Contract between the City and each of the Tenderers or arising out of any contract award not made in accordance with the express or implied terms of the Tender Documents.
- (g) The City may award the Contract on the basis of policies and preferences not stated in the Tender package or otherwise than as stated in the Tender Documents.

- (h) Guidelines or policies that may be applicable shall not give rise to legal rights on the part of any Contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City.

## **11. SITE EXAMINATION**

- (a) The Site on which the Work (as defined in the Form of Tender) is to be executed is located on City owned property in Vancouver, B.C.
- (b) Tenderers shall make a careful examination of the Site and investigate and satisfy themselves at their own risk and expense as to all matters relating to the nature of the Work to be undertaken; the means of access; the extent of the Work to be performed and any and all matters which are referred to in the Drawings, Specifications and other Contract Documents, or which are necessary for the full and proper completion of the Work and the conditions under which it will be performed. No allowance shall be made subsequently in this connection on behalf of a Contractor for any error, negligence, interpretation, or misinterpretation on the Contractor's part.
- (c) The City and the Engineer do not guarantee Site and geotechnical information provided in or with the Tender Documents and the Tenderer must evaluate such information relative to actual conditions.

## **12. CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Instructions to Tenderers, Form of Tender including Schedules A, B, C, D, E, F, G, and H, Consent of Surety, Bid Bond, Performance Bond, Labour and Material Payment Bond, Form of Agreement, General Conditions, Supplementary General Conditions, Specifications, Drawing (bound separately), Appendix A (the Prime Contractor Agreement Form), Appendix B (Department of Fisheries and Oceans Authorization, attached separately), and any Addenda.

## **13. EXAMINATION OF CONTRACT DOCUMENTS**

- (a) Each Tenderer must examine the Contract Documents and must also satisfy him/herself of the extent of the Work. The Tenderer shall make his/her own estimate therefrom of the facilities and difficulties attending the performance and the completion of the Work.
- (b) No allowance shall be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this clause.

## **14. INTERPRETATION**

- (a) If any Tenderer is in doubt as to the true meaning and intent of any part of the Drawings, Specifications, or other Contract Documents, the Tenderer shall request the Engineer for an interpretation thereof at least two (2) Working Days prior to the Closing Time. If such an interpretation is not requested or confirmed by an Addendum, the Tender will be presumed to be based upon the interpretation that may be subsequently given by the Engineer after award of the Contract.
- (b) Prior to the Closing Time of Tenders, all requests made according to Paragraph 14(a) for necessary clarification of the Drawings, Specifications, or other Contract Documents will be answered in writing by the Engineer. The City shall not be responsible for verbal or any other explanations or interpretations of the Drawings, Specifications or other Contract Documents. All Addenda and other written notices so issued shall become part of the Contract Documents and shall be binding upon all Tenderers.

## **15. TAXES AND FEES**

The Contractor in the Contractor's Tender must allow for the payment of all Permit Fees and Licence Fees and all Municipal, Provincial and Federal taxes, custom duties and other assessments and charges, and the Contractor agrees that the City shall not be liable in any manner therefor and agrees to indemnify and save harmless at all times the City against all claims which shall be made with respect thereto.

## **16. PRODUCT APPROVAL**

- (a) Wherever any Product (as defined in the General Conditions) is specified or shown by describing proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Contractor obligates himself to submit his Tender and accept award of the Contract based upon the use of such Products. Use of such reference is intended to establish the measure of quality which the Engineer has determined as a requisite and necessary for the Work. Where two or more Products are shown or specified, the Contractor has the option of which to use.
- (b) For approval of Products other than those specified, Tenderers shall submit a request in writing to the Engineer at least ten (5) Working Days prior to the Tender Closing Time. Requests shall clearly define and describe the Product for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe

the item. Approval by the Engineer will only be in the form of an addendum to the Specifications issued by the Engineer to each party receiving a set of Drawings and Specifications.

- (c) Approval of manufacturers and/or Products as noted are approved only insofar as they shall conform to the Specifications.

## **17. METRIC MEASUREMENTS AND CO-ORDINATION**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Where "hard conversion" Products have been specified and are available they shall be supplied.
- (e) Care is required to be executed to ensure co-ordination of imperial and metric Products and in dimensioning and in this regard, the Contractor shall be entirely responsible for metric co-ordination of its Work.
- (f) The Contractor will ensure that all persons employed on its Work know the metric system of measurement, and that they use metric references and measuring devices.

## **18. SCHEDULING AND COMPLETION**

Time shall be of the essence for all purposes of this Tender and the performance of the Work.

Each Tenderer shall complete and submit Schedule B with the Tender showing the proposed critical path construction schedule for all work under the Contract to

clearly demonstrate how the Tenderer will start the Work within the first week of April 2006 and complete the Work by June 30, 2006. This schedule must include all major phases of the Work and indicate start and completion dates for each. The Tenderer may add other activities.

The Work is taking place amidst a number of other construction activities on the Southeast False Creek site. The Contractor will be responsible for completing the Work in a way that does not hinder other work on the Southeast False Creek site. The other construction activities include, but are not limited to, construction of a cofferdam across the mouth of the inlet which began on February 6 and is scheduled to be completed by March 31, 2006, maintenance of the cofferdam throughout the life of the cofferdam, site preparation excavation and backfill around the inlet which will take place during April, May and June of 2006, sheet piling along the future western and southern edges of the inlet which will begin once the densification is complete, and excavation and construction of roads and utilities near the inlet which will begin in April, 2006.

As such, the Contractor should begin work on the eastern portion of the eastern densification zone. The C103 contractor doing the site preparation excavation and backfill work around the inlet will complete the site preparation of the west leg of the eastern densification zone in his/her contract. This will allow the Contractor to complete the work in the eastern densification zone before moving to the western densification zone. Work in the western densification zone should begin on the western edge and move towards the inlet. All efforts should be made to prevent conflicts with other contractors. Drawings and specifications related to C103 work can be obtained from the Southeast False Creek and Olympic Village Project Office.

## **19. EXCAVATION, SOIL SUPPORT AND WORK AREAS**

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

- (a) The Contractor must comply with the Department of Fisheries and Oceans Authorization (refer to Appendix B).
- (b) The site may contain contaminated soils. All excavated soils are to be stockpiled and tested. If the excavated soils are determined to be contaminated, the contractor shall remove the contaminated soils at its own expense and treat it in conformity with all applicable Environmental Legislation.
- (c) The Contractor shall employ all work procedures necessary to eliminate disturbance and inconvenience to all residents and business owners adjacent or near the Site and shall strictly adhere to all construction procedures specified or referenced in the Contract Documents.

- (d) Contractor work areas will be approximately as indicated in The Drawings.
- (e) Other contractors completing other construction work items will be on-site during the inlet site preparation as noted in Paragraph 18 of this Instructions to Tenderers. The Contractor will be required to work together with the City and other contractors to resolve any coordination issues that arise as a result of these construction activities.

## **20. LABOUR RATES**

Tenders must include Schedule "F"- Force Account Labour Rates. The Contractor shall insert the hourly rates for labour including allowances for taxes, assessments, benefits, small tools, overhead and profit as set out in the Supplementary General Conditions paragraph section titled "Force Account".

## **21. EXPERIENCE**

Tenderers are required to confirm that they have suitable experience in the performance of this type of work. Each Tenderer shall submit Schedule "E" on related projects completed including 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 reference with the reference's current phone number and email address; and
- (g) names and positions of Contractor's key personnel involved in the project.

## **22. LIST OF SUBCONTRACTORS AND SUPPLIERS**

The Tenderer shall insert in Schedule "C" to the tender a list of Subcontractors, providing name, address of place of business, and the portion of the Work to be done by the Subcontractor or the equipment or materials to be supplied by the Subcontractor.

## **23. NON-RESIDENT WITHHOLDING TAX**

Tenderers are advised that, if they are not residents of Canada, the Income Tax Act of Canada requires that a certain percentage of the monies otherwise payable to the Contractor be withheld by the City and remitted to the Receiver-General for Canada. The percentage required to be withheld and remitted varies depending



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 shall receive a credit under the Contract for monies withheld and remitted. The rights of the City in this matter are enlarged in the General Conditions.

## **24. RELEASE, INDEMNITY AND LIMITATION**

### **(a) Release**

The Tenderer now releases the City from all liability for any Losses in respect of:

- (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (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 (other than obligations or duties merely alleged or imposed judicially));
- (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender;
- (iii) the Tenderer preparing and submitting a signed Form of Tender;
- (iv) the City accepting or rejecting the Tenderer's tender;
- (v) the manner in which a Contract award is made or in which no Contract award is made; and
- (vi) the Tenderer(s), if any, to whom a Contract award is made.

### **(b) Indemnity**

The Tenderer now indemnifies and will protect and save the City and its employees, officers, officials and agents, including the Engineer, harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

- (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (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 (other than obligations or duties merely alleged or imposed judicially));

- (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender; or
- (iii) liability on any other basis related to the tendering process, bidding process or the Tender Contract.

(c) Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the City or its employees, officers, officials or agents, including the Engineer, are found to have breached any duty or obligation of any kind 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 Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement to the contrary.

**25. DISPUTE RESOLUTION**

Any dispute relating in any manner to this Invitation to Tender, except only disputes arising between the City and any Tenderer to whom the City has made an award of the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager of Materials Management; and
- (b) Paragraph 24 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.

**26. CONFIDENTIALITY AND PRIVACY**

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

**27. RELEASE OF INFORMATION RESTRICTED**

No information will be given out between the Closing Time and the time the Contract award (or decision not to award the Contract) is made. Tenderers must attend the tender opening in order to obtain information prior to the making of the Contract award.

**28. ENQUIRIES**

All tender enquiries prior to the Closing Time shall be directed to the Contact Person:

**Wally Konowalchuk**  
SEFC and Olympic Village Project Office  
Email: wally.konowalchuk@vancouver.ca  
Phone: 604-871-6891

**FORM  
OF  
TENDER**

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**FORM OF TENDER**

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

For the following work:

The work includes ground densification of the Southeast False Creek waterfront north of the developable parcels situated between the northern extensions of Columbia Street and Ontario Street.

This work includes the procurement and installation of gravel compaction columns in the eastern densification zone located east of the Southeast False Creek inlet, the western densification zone located west of the Southeast False Creek inlet, and the west end of the future pedestrian bridge that will cross the Southeast False Creek inlet. Site preparation is also required in the eastern section of the eastern densification zone. This work is described in detail in the Specifications, Drawings and other Tender Documents.

The work to be done by the Contractor for this Tender shall include overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as specified in the Tender Documents.

(herein referred to as the "Work")

TO: Office of the City Clerk  
c/o Courier Delivery Drop Off Office  
453 West 12th Avenue  
Vancouver, BC  
V5Y 1V4

**1. TENDER PRICE AND SCHEDULE**

Having fully examined the Site, the access to the Site and all conditions affecting the Work and having carefully read and examined the Tender Documents,

---

Name of Tenderer

**FT-2**

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Initials of Signing Officer

including without limitation the Invitation to Tender, the Instructions to Tenderers, the Supplementary General Conditions, the Form of Tender, the Agreement, the General Conditions, the Specifications, the Drawings, the Appendices and the Addenda issued as supplements to the aforementioned documents, the undersigned hereby offers to complete the Work covered by the Contract and to furnish all plant, tools, equipment, labour, products, material and supervision necessary to execute the Work for the Contract Price of:

<b>Waterfront Densification</b>
          <b>Tender Price \$</b> _____ In lawful money of Canada, including all taxes and fees.

Accordingly, the undersigned offers to complete the Work according to the following schedule:

- Work will begin during the first week of April, 2006.
- Work will be completed by June 30, 2006.

The undersigned confirms that the above stated price includes all Federal, Provincial, and Municipal taxes and all customs and excise import duties and Workers' Compensation Board assessments relating to the Work in force at this date.

If a Schedule of Quantities and Prices forms part of this Tender, and if there is any conflict between the Contract Price entered above and the correct summation of the lump sum prices, provisional sums and/or correct extensions of the unit prices and approximate quantities entered in the aforesaid Schedule, the said correct summation shall take precedence.

## 2. NOTICE OF AWARD

The undersigned agrees that this Tender will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days from the day following the Tender Closing Time, even if the tender of another tenderer is accepted by the City. If within this period the City delivers a written notice of award by which the City accepts the subject Tender, the undersigned will, within 14 days of the receipt of the written notice of award, deliver to the City:

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

**FT-3**

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\_\_\_\_\_  
Initials of Signing Officer

- 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 on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;
- a detailed Construction schedule, as required by Section 22 of the General Conditions;
- a “clearance letter” indicating that the Tenderer is in WCB compliance; and
- a certified copy of the insurance policies as specified in Section 53 of the General Conditions indicating that all such insurance coverage is in place.

### 3. NOTICE TO PROCEED

The undersigned agrees that upon City acceptance of the submissions of Paragraph 2 above, the City will deliver a notice to proceed by which the undersigned will:

- commence the Work within 14 days of the receipt of the written notice to proceed or such longer time as may be otherwise specified in the notice to proceed; and
- sign the Contract Documents and return them to the City within 5 Working Days after receiving the Contract Documents from the City.

### 4. CONDITIONS

The undersigned understands and agrees that:

(a) If the undersigned receives written Notice of Award of this Contract and, contrary to Paragraphs 2 and 3 above of this Form of Tender, the undersigned:

- fails or refuses to deliver the documents as specified by Paragraphs 2 and 3 of this Form of Tender; or
- 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 enter

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Name of Tenderer

**FT-4**

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Initials of Signing Officer

into the Contract and the City may, on written notice to the undersigned, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the Bid security shall be forfeited to the City in the amount equal to the lesser of:

- the face value of the Bid security; and
- the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.

(b) The lowest submitted tender will not necessarily be accepted. The City reserves the right to reject this Tender at any time without further explanation or to accept any tender considered advantageous to the City.

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

**5. ADDENDA**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ADDENDA, IF ANY)

The undersigned agree that they thoroughly understand the terms and conditions contained therein.

**6. CERTIFICATION**

The undersigned hereby certify that our Tender complies in all respects with the Tender Documents.

**7. LABOUR**

\_\_\_\_\_

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

**FT-5**

\_\_\_\_\_  
Initials of Signing Officer



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

SIGNED and SEALED this \_\_\_\_ day of \_\_\_\_\_, 2006 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)

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

**FT-6**

\_\_\_\_\_  
Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

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

The Tenderer submits the following lump sums and/or unit prices for the items listed below. The lump sums and unit prices shall include the supply and installation of all labour, materials and services, together with the Tenderer's overhead and profit and all Fees and Taxes, but shall not include the GST. The GST shall be shown separately. The Tenderer is required to verify the extent of the Work in relation to this contract. See paragraph "PERSONAL EXAMINATION" of the General Conditions.

**Waterfront Densification**

ITEM #	DESCRIPTION	NUMBER OF GRAVEL COMPACTION COLUMNS <sup>1</sup>	LUMP SUM
1.1	Gravel Compaction Columns Installed in Zone West of Inlet	1050	\$
1.2	Gravel Compaction Columns Installed in Zone East of Inlet	1180	\$
1.3	Gravel Compaction Columns Installed Below East End of Bridge	120	\$

<sup>1</sup>Lump Sum Price should be based on 8m column Lengths. Lump Sum price may be adjusted according to actual column lengths as per the provisions below.

As the columns may be greater or less than 8m, the Tenderer is asked to include in the table below, the unit price to add if column lengths are greater than 8m or to delete if column lengths are less than 8m.

ADD/DELETE <sup>2</sup>	UNIT OF MEASURE	UNIT PRICE TO ADD LENGTH	UNIT PRICE IF DELETING LENGTH
Length of Gravel Compaction Columns	Lin m	\$	\$

<sup>2</sup>The densification may require more or less gravel compaction columns than the number assumed in the lump sum prices above and the required length of the compaction columns may vary from the 8m length assumed in the lump sum price. Payment will be based on the Total Length of gravel compaction columns used in the densification of the Waterfront.

TENDER PRICE (Subtotal = Item 1.1+1.2+1.3) .....\$ \_\_\_\_\_

GST .....\$ \_\_\_\_\_

**TOTAL TENDER PRICE (Tender Price & GST) .....\$ \_\_\_\_\_**

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

**FT-7**

\_\_\_\_\_  
Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "B"  
PRELIMINARY CONSTRUCTION SCHEDULE**

Please clearly define Work activities and time requirements.

**Waterfront Densification**

Work Description	April/06				May/06					June/06			
	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 1	Wk 2	Wk 3	Wk 4

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Name of Tenderer **FT-8** Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "C" – SUBCONTRACTORS AND SUPPLIERS**

i) **SUBCONTRACTORS**

The Tenderer should list all Subcontractors that it intends to use on this project, and the work that each will be undertaking. All Subcontractors who will perform any portion of the Work shall be listed.

<b>SUBCONTRACTOR</b>	<b>ADDRESS</b>	<b>TYPE OF WORK</b>

ii) **SUPPLIERS**

The Tenderer should list all major suppliers and manufacturers that it intends to use on this project, including documentation on all materials to be used in any portion of the Work.

<b>SUPPLIER</b>	<b>MANUFACTURER</b>	<b>ADDRESS</b>	<b>ITEM</b>

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "D"- METHODOLOGY**

A) General Methodology

The Tenderer should describe the methodology to be used in performing the Work. This description must include a description of the configuration of gravel compaction columns to be used in the zone west of the inlet, the zone east of the inlet, and the area under the east end of the bridge. It should also include detail on the equipment to be used. Include a drawing showing the layout and clearly noting the number of columns in each zone.

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Additional pages may be attached to this page. Each such additional page should be clearly marked "CONTRACT No. C104, FORM OF TENDER – SCHEDULE D, PART A", and should be signed by the Tenderer.

B) Environmental Contaminated Soils (If Applicable – Only required if the Tenderer’s proposed Methodology involves excavation of Soil)

The City requires that the Contractor protect it from liability for contaminated soil. The contractor shall provide for the removal, transport, and disposal of contaminated soils. The City requires that:

- a) applicable site disposal permits be copied and included in the Tenderer’s submission along with a letter of consent signed by the authorizing Tenderer authorizing the City to make all relevant enquiries of the applicable issuer of that permit as to its validity, authenticity, and current status and Tenderer’s compliance with the same;
- b) the Tenderer include a copy of all relevant bonds, insurance certificates, corporate policies and procedures which that Tenderer utilizes for ensuring

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Name of Tenderer

**FT-10**

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Initials of Signing Officer

that its customers are insured, bonded and otherwise fully protected from liability for claims that contaminated soil deposited on a disposal site originated from that customer's site;

- c) describe the method proposed to record the dates and site location of all loads of excavated soils contaminated from the site to be deposited at the proposed disposal sites(s) at any time;
- d) provide the following information relating to the disposal site(s)
  - i. Disposal sites under the Province of British Columbia jurisdiction
    - 1. An authorization or permit by the Ministry of Environment in accordance with the Environmental Management Act, Part 8, section 43.0 (Contaminated Soil Relocation);
    - 2. An authorization and valid permit from the appropriate local government with the future land use specified, and
    - 3. An authorization or permit for development sites that are seeking fill material for site grading or pre-loading with soil meeting the requirements of Section 42 of the Contaminated Sites Regulation (Contaminated Soil Relocation Agreement).
  - ii. Disposal sites under Federal jurisdiction
    - 1. Written Authorization from the respective Federal Ministry, Agency, Crown Corporation, Port Authority or other that the proposed disposal site is authorized to accept excavated waste for landfill and specifying soil quality requirements.
    - 2. An authorization and valid permit from the appropriate local government with the future land use specified, and
    - 3. An authorization or permit for development sites that are seeking fill material for site grading or pre-loading with soil meeting the requirements of Section 42 of the Contaminated Sites Regulation (Contaminated Soil Relocation Agreement).
- e) the Tenderer supply the City a copy of any licenses, permits or written agreements by which a private property owner authorizes the use of his land for contaminated soils disposal.

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Additional pages may be attached to this page. Each such additional page should be clearly marked "CONTRACT No. C104, FORM OF TENDER – SCHEDULE D, Part B", and should be signed by the Tenderer.

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

**FT-12**

\_\_\_\_\_  
Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "E"  
TENDERER'S EXPERIENCE WITH RELATED WORK**

The Tenderer should list any comparable projects which it has undertaken by providing the following information:

**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

**FT-13**

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Initials of Signing Officer



**SCHEDULE "E" - Continued**  
**TENDERER'S EXPERIENCE WITH RELATED WORK**

**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

**FT-14**

\_\_\_\_\_  
Initials of Signing Officer

**SCHEDULE "E" - Continued**  
**TENDERER'S EXPERIENCE WITH RELATED WORK**

**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

**FT-15**

\_\_\_\_\_  
Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "F"  
FORCE ACCOUNT LABOUR RATES**  
(See paragraph "Force Account" of the Supplementary General Conditions)

<b>JOB CLASSIFICATION</b>	<b>REGULAR RATE</b>	<b>OVERTIME RATE</b>

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Name of Tenderer **FT-16** Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "G"  
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 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.

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

\_\_\_\_\_

\_\_\_\_\_

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

**FT-17**

\_\_\_\_\_  
Initials of Signing Officer

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SCHEDULE "H"  
TENDERER'S PROPOSED VARIATIONS**

The Tenderer shall make a full and complete statement and description of any proposed variations to the Tender Documents.

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 shall be clearly marked "**CONTRACT No. C104, FORM OF TENDER - SCHEDULE "H"**", and shall be signed by the Tenderer.

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

**FT-18**

\_\_\_\_\_  
Initials of Signing Officer

**FORM OF AGREEMENT**

**FORM OF AGREEMENT**  
(the "Agreement" or "Contract")

This AGREEMENT is made as of the \_\_\_\_th day of \_\_\_\_\_, 2006.

BETWEEN:

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

(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND:

(Name of person, firm, or company)

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

**ARTICLE I - ROLE OF THE ENGINEER**

The Owner hereby designates and appoints the Engineer as its sole and exclusive agent for the purpose of managing and administering for the Owner under the Contract as set out in the Contract Documents. Unless otherwise notified in writing by the Owner to the Contractor, the agency of the Engineer shall continue for the entire duration of this Contract including the period of any guarantees or warranties

given by or through the Contractor. In the event of the revocation in writing of the agency of the Engineer by the Owner, the Engineer shall have no further authority under this Contract, except as may be specifically designated in writing by the Owner and agreed to in writing by the Engineer, and all references to the Engineer in this Contract shall thereafter be deemed to be a reference to the Owner or to such other person designated in writing to the Contractor. The Engineer may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the owner in respect of which the Engineer has been designated and appointed its sole and exclusive agent.

## **ARTICLE II - WORK TO BE DONE**

The Contractor and the Owner hereby agree that the Products to be furnished and the Work to be done by the Contractor are to:

Furnish all materials, equipment, products, labour and services, and supervision necessary for the Work. Any materials, equipment, products, labour and services, and supervision performed by the Engineer or the Engineer's representative with regard to the work required in these Contract Documents shall be in accordance with the requirements of the Contract Documents.

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

## **ARTICLE III - CONTRACT DOCUMENTS**

The following is a list of the constituents of the Contract Documents referred to in this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents. Terms used in the Contract Documents which are defined in GC.1 - DEFINITIONS shall have the meaning designated in those definitions.

Instructions to Tenderers  
Form of Tender, including Schedules A, B, C, D, E, F, G and H  
Form of Agreement  
General Conditions  
Supplementary General Conditions  
Prime Contractor Agreement Form  
Appendices, including:  
    Department of Fisheries and Oceans Authorization



Specifications

Technical Specifications for Ground Densification with Gravel Compaction Columns

Drawings

Drawing 1

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

**ARTICLE IV - SCHEDULE OF WORK**

- (a) 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 in accordance with the construction schedules as required by the Contract Documents and will complete the work by **June 30, 2006** (the "Contract Time") subject to the provisions of the Contract Documents for adjustments to the Contract Time.

The Work is taking place amidst a number of other construction activities on the Southeast False Creek site. The Contractor will be responsible for completing the Work in a way that does not hinder other work on the Southeast False Creek site. The other construction activities include, but are not limited to, construction of a cofferdam across the mouth of the inlet which began on February 6 and is scheduled to be completed by March 31, 2006, maintenance of the cofferdam throughout the life of the cofferdam, site preparation excavation and backfill around the inlet which will take place during April, May and June of 2006, sheet piling along the future western and southern edges of the inlet which will begin once the densification is complete, and excavation and construction of roads and utilities near the inlet which will begin in April, 2006.

As such, the Contractor should begin work on the eastern portion of the eastern densification zone. The C103 contractor doing the site preparation excavation and backfill work around the inlet will complete the site preparation of the west leg of the eastern densification zone in his/her contract. This will allow the Contractor to complete the work in the eastern densification zone before moving to the western densification zone. Work in the western densification zone should begin

on the western edge and move towards the inlet. All efforts should be made to prevent conflicts with other contractors. Drawings and specifications related to C103 work can be obtained from the Southeast False Creek and Olympic Village Project Office.

- (b) Time shall be of the essence in this Contract.

#### **ARTICLE V - PAYMENT**

- (a) Amount to be Paid:

The Owner agrees, subject to additions and deductions for variation in the Work and to quantities utilized as may be agreed upon in writing, and to the provisions of this Agreement, to pay to the Contractor, the sum of \$\_\_\_\_\_ (the "Contract Amount"), including all Taxes and Fees, in Canadian funds for the performance of the Work under this Contract.

- (b) Application for Payment

- (i) During progress of the Work, the Contractor may make application to the Engineer for payment, in the form approved by the Engineer, on or before the last day of every month for Work done 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 GC.60.
- (ii) On Substantial Performance being certified in accordance with the procedures set out in paragraph (a) of GC.60 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 under this Contract to the Contractor, submitting also such documentation as is required by GC.60.
- (iii) On correction and completion of all deficient work listed on the Certificate of Substantial Performance, the Contractor shall submit her application to the Engineer for final payment, accompanied by the documentation required by GC.60.

- (c) Payment

The payment for any Work under this Contract which shall be made to the Contractor by the Owner shall not be construed as an acceptance of any Work as being in accordance with the Contract Documents. The issuance of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims except

those previously made in writing and still unsettled, if any, and specified by the Contractor in its application for final payment pursuant to Article V(b) (iii) above.

Payments to the Contractor will be made by the Owner as follows:

- (i) 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 shall be notified in writing within five (5) Working Days and shall be given the opportunity to defend the Contractor's application without delay.
- (ii) Within thirty (30) calendar days of the date the Owner receives any Engineer certified application for payment the Owner will make payment to the Contractor up to the value of the completed Work as certified by the Engineer less a *Builders Lien Act* holdback amount equal to ten percent (10%) of such certified value and less the aggregate of any previous payments all in accordance with the Contract and with the *Builders Lien Act*.
- (iii) The Owner will, in addition to other holdbacks as provided by the Contract Documents, be entitled to deduct and retain from payments otherwise due to the Contractor, a Maintenance Security holdback in the amount of five percent of the Contract Price to cover the cost of corrections to the work that may be required under General Conditions 51. The balance of the Maintenance Security not required under GC 51, and the remaining at the end of the warranty period, shall be paid without interest to the Contractor.  
  
The Contractor may substitute a letter of credit, in the amount of the Maintenance Security, in a form and from a financial institution acceptable to the Owner, for the Maintenance Security holdback.
- (iv) Where the Engineer has issued a certificate of completion in respect of a subcontract to which the Contractor was a party, and where 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 Owner will release to the Contractor the *Builders Lien Act* holdback amount retained for such subcontract work.
- (v) After fifty-five (55) calendar days have elapsed from the date of the Certificate of Substantial Performance issued in accordance with GC.60 and upon the Engineer's satisfaction that no encumbrance, lawful claim or lien

exists, the Owner will, within a further ten (10) calendar days, make payment to the Contractor of all monies due under this Contract at the date of Substantial Performance, including the release of all remaining *Builders Lien Act* holdback amounts, but retaining at least twice the estimated value of the certified deficiencies.

- (vi) Upon the issuance of the Certificate of Total Performance, the Owner will make a final payment of all monies owing to the Contractor under the Contract.

(d) Interest on Overdue Payments

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

## **ARTICLE VI-DELAYS**

(a) Liquidated Damages for Late Completion

If the Contractor fails to complete the Work by the Contract Time as set out in Article IV above, as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work:

- (i) as a genuine pre-estimate of the Owner's increased costs for delay of sequential construction tasks, an amount of \$1000.00 per day or pro rata portion for each calendar day that completion of the Work is achieved after the Contract Time; plus
  - (ii) all direct out-of-pocket costs such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay.
- (b) If monies owing to the Contractor are less than the total amount of liquidated damages owed by the Contractor to the Owner under (a) above then any shortfall shall be immediately, upon written notice from the Owner, be due and owing by the Contractor to the Owner.

## ARTICLE VII - NOTICES

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

Contractor:

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

Owner:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4  
Attention: Wally Konowalchuk.,  
SEFC and Olympic Village Project Office

Either of the said addresses may be changed from time to time by written notice to the other party.

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

**ARTICLE VIII - SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the respective parties hereto.

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: \_\_\_\_\_ C/S

\_\_\_\_\_  
Print Name & Title

CONTRACTOR

BY: \_\_\_\_\_ C/S

\_\_\_\_\_  
Print Name & Title

Refer to Council Minutes of \_\_\_\_\_, 2006.

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**GENERAL CONDITIONS**

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**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**GENERAL CONDITIONS**

**GC.1. DEFINITIONS**

Where used in the Form of Agreement, Instructions to Tenderers, Form of Tender, Bonds, General Conditions, Supplementary General Conditions, Specifications, Drawings, Schedules or Addenda, or any other documents forming part of this Contract:

- a) **“Certificate of Substantial Performance”** means, subject always to Article V(c) of the Form of Agreement and to the warranty under GC.51, the certificate issued by the Engineer indicating that Substantial Performance of the Work has been achieved. Under no circumstances will issuance of the Certificate of Substantial Performance be deemed to mean that the Owner has accepted the Work as being in compliance with the Contract Documents;
- b) **“Certificate of Total Performance”** means subject always to Article V(c) of the Form of Agreement and to the warranty under GC.51, a certificate issued by the Engineer accepting the Contractor’s certification that the entire Work of the Contract has been performed by the Contractor to the requirements of the Contract Documents;
- c) **"City"** or **"Owner"** means the City of Vancouver (unless the context requires a different meaning);
- d) **"Contract Documents"** has the meaning set out in Article III of the Form of Agreement;
- e) **"Contractor"** or a pronoun in place thereof, means the person or persons who have undertaken to carry out the Contract;
- f) **"Drawings"** means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the Work embraced under this Contract;
- g) **"Engineer"** means the Engineer as defined in the Agreement or her delegate, who may be an employee of the City or an independent engineer engaged by the City on its behalf;
- h) **“Notice of Award”** has the meaning set out in paragraph 2 of the Form of Tender;
- i) **“Notice to Proceed”** has the meaning set out in paragraph 3 of the Form of Tender;
- j) **"Other contractors"** means any person, firm or corporation employed by or having a contract with the Owner and/or associated parties otherwise than through the Contractor;
- k) **"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;

- l) "**Products**" means material, machinery, equipment and fixtures incorporated or to be incorporated in the Work as required by the Contract Documents;
- m) "**Site**" means the place or places where the Work under the Contract is to be carried out, erected, built or constructed;
- n) "**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 therefor;
- o) "**Surety**" means the company which executes a bond required by the Contract to be furnished to the Owner;
- p) "**Total Performance**" means when all the Work, including all deficiencies but excluding any correction of completed Work that appears during the Warranty period or other on-going warranty or guarantee as provided by the Contract Documents, has been performed as required by the Contract Documents, as certified by the Engineer;
- q) "**WCB OH&S Regulation**" means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;
- r) "**Work**" or "**Works**" means (unless the context requires a different meaning) the whole of the works, materials, matters, products, and things required to be done or supplied, mentioned or referred to in the Contract including all extra or additional work or materials, matters or things which may be ordered by the Owner or the Engineer as herein provided;
- s) "**Working Day**" means any day other than a Saturday, Sunday or "holiday" as defined in the *Interpretation Act (British Columbia)*.

## **GC.2. INTERPRETATION**

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

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

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

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

- a) the portion of the Contract Documents most favourable to the Owner will be deemed to be correct,
- b) the more specific provision will take precedence over the less specific,
- c) the more stringent will take precedence over the less stringent, and
- d) the more expensive item will take precedence over the less expensive.

### **GC.3. PERSONAL EXAMINATION**

The Contractor is required to examine carefully the site of the proposed Work, and the Drawings, Specifications and other Contract Documents. The Contractor shall satisfy himself as to the character, quality and quantity of work to be performed, materials to be furnished, and as to the requirements of the Drawings, Specifications and other Contract Documents. The Drawings show or describe conditions as they are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon are actually existent, nor shall the Owner or any of its respective officers be liable for any loss sustained by the Contractor as a result of any variance between the conditions as stated in the Drawings or other Contract Documents and the actual conditions revealed during the progress of the Work, or otherwise.

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

**GC.4. CONTRACT AMOUNT**

Bids shall include all Federal, Provincial and Municipal fees and other taxes, rates and assessments, and the Contractor agrees that the Owner shall not be liable in any manner therefor and the Contractor agrees to indemnify and save harmless at all times the Owner against all claims which shall be made with respect thereto. All such taxes, rates, assessments and fees shall be paid by the Contractor, but if refundable, shall be refunded to the City and shall be the exclusive property of the City.

The Contractor shall include in the Contract Amount all cash allowances mentioned in the Specifications, if any, which allowances shall be expended in the whole or in part as the Engineer shall direct, the Contract Amount being adjusted in conformity therewith. The Contract Amount includes such sums for expenses and profit on account of such cash allowances as the Contractor requires.

**GC.5. PERFORMANCE BOND**

The Contractor, together with a surety company authorized to carry on business in the Province of British Columbia, shall be required to enter into a bond in a form satisfactory to the Engineer for a sum equal to fifty per cent (50%) of the Contract Amount as surety for the due and proper performance of the Contract including warranty. The expense of the bond shall be borne by the Contractor.

**GC.6. LABOUR AND MATERIALS PAYMENT BOND**

The Contractor, together with a surety company authorized to carry on business in the Province of British Columbia, shall be required to enter into a bond in a form satisfactory to the Engineer for a sum equal to fifty percent (50%) of the Contract Amount as surety for the due and proper payment for material and labour used in carrying out the Contract. The expense of the bond shall be borne by the Contractor.

**GC.7. WORKERS' COMPENSATION BOARD COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR**

- (a) **Payment of WCB Assessments** – The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worker's Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in

respect of work done or service performed in fulfilling this Contract have been paid in full.

- (b) **Designation of Contractor as Prime Contractor** – The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WCB OH&S Regulation.
- (c) **Prime Contractor’s Obligations** – Without in any way limiting the Contractor’s obligations under the WCB OH&S Regulation, 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 the Site;
  - (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 WCB OH&S Regulation; and
  - (iii) within five (5) Working Days of the City delivering the Notice of Award to the Contractor, sign and deliver to the City, the “Prime Contractor Agreement” in the form attached.
- (d) **General WCB Obligations** – In addition to, and not in lieu of, the Contractor’s obligations as the Prime Contractor, the Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all City and Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- (e) **Notice of Project** – Prior to commencement of construction, the Contractor will:
  - (i) complete and file a “Notice of Project” with the Workers' Compensation Board in compliance with Section 20.2 of the WCB OH&S Regulation;
  - (ii) post the Notice of Project at the Site; and
  - (iii) will provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.
- (f) **Initial Proof of WCB 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 Subcontractor’s Workers' Compensation Board registration numbers.
- (g) **Subsequent Proof of WCB 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 this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Subcontractors are registered in good standing with the Workers' Compensation Board and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

- (h) **Pre-Contract Hazard Assessment** – The Contractor may or may not have received, as part of the Contract Documents, a “Pre-Contract Hazard Assessment” prepared by or for the City pursuant to the City’s statutory obligations under the WCB OH&S Regulation (Section 119 of the WCA) as an “owner of a workplace”. Despite the City’s statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the “Pre-Contract Hazard Assessment” and now agrees to assume by the terms of this Contract full responsibility for carrying out the City’s obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) Working Days of the City delivering the 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 WCB Non-Compliance** – The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (i) unpaid Workers' Compensation Board assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
  - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor’s obligations as the Prime Contractor, and which acts or omissions are or are alleged by the Workers’ Compensation Board to constitute a breach of the WCB OH&S Regulation or other failure to observe safety rules, regulations and practices of Workers’ Compensation Board, including any and all fines and penalties levied by the Workers' Compensation Board; or
  - (iii) any breach of the Contractor’s obligations under this General Condition.
- (j) **Prime Contractor Agreement Form** – The Contractor must complete and sign and deliver the Prime Contractor Agreement in the form set out in Appendix A prior to commencing work on the Site.

## **GC.8. LABOUR**

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

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

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

#### **GC.9. COMMENCEMENT AND COMPLETION OF THE WORK**

The Contractor shall not commence the Work or procure any material therefor until it has received the Notice to Proceed from the Owner. Forthwith after the receipt of the Notice to Proceed, the Contractor shall at once begin and continuously carry on to completion (subject as herein provided) and shall complete and give full possession thereof on or before the date specified by the Contractor in her tender, unless a longer period shall be allowed in writing by the Engineer in which case it shall be carried on to completion and possession given to the Owner within the additional time so allowed. No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any Work or material, or as a waiver of any condition herein. The whole Work and every portion and detail thereof shall, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular aspect; all surplus and refuse material and rubbish removed from the vicinity of the Work; the premises left in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sodding, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to her work, made good; all wages paid, and every other requirement of the Contract complied with. In case of the Contractor's failure to finish the Work properly and fully, and as required, or in case of the Work or any part thereof being taken out of her hands, as provided in these General Conditions, the Owner may proceed to finish the Work for the Contractor as her agent in this respect and at the Contractor's expense or proceed as provided in GC.62.

Before the completed Work is accepted and paid for, the Contractor shall notify the Engineer in writing that it is ready for final inspection. Upon receipt of the notifications, the Engineer will arrange to give the entire Work a minute and thorough inspection, either in person or through a competent representative.

Any defects or omissions noted during this inspection must be made good by the Contractor without extra charge before the Work will be accepted.

When the defects or omissions, if any, have been made good to the satisfaction of the Engineer, the Engineer will communicate the Engineer's acceptance of the Work, to the Owner, subject always to Article V – Form of Agreement and to the Contractor's warranty obligations.



**GC.10. DELAY IN PROGRESS OF THE WORK**

## (a) Delays

- i. If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the Owner, or the Engineer, or anyone employed or engaged by them, contrary to the provisions of the Contract Documents, then the time fixed herein for completion shall be extended for such reasonable time as the Engineer may decide.
- ii. If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by a court or other public authority and provided that such Stop Work Order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by him directly or indirectly, then the time fixed for completion herein shall 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, or by 'unforeseeable causes beyond the Contractor's control, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay.
- iv. The Engineer may, from time to time and for such period as the Engineer may deem expedient, suspend in whole or in part, the performance of the Work under the Contract, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- v. No extension shall be made for delay unless written notice of claim is given to the Engineer not later than seven (7) calendar days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- vi. In the event that the Work is delayed or suspended in accordance with:
  1. paragraphs (a)(i) or (iv) of this GC.10, the Contractor shall not be entitled to make any claim by reason of such delay or suspension for any losses, costs of damages except and unless, within seven (7) calendar days of the occurrence of such delay or suspension the Contractor shall give notice in writing to the Engineer of the basis of her claim. Such claim shall be limited to such unavoidable direct costs (excluding all

charges for storage of Products, tools and equipment and indirect, overhead or other like costs) incurred as a result of such delay or suspension, and approved by the Engineer. In the case of a delay as described in paragraph (a)(i) or a suspension pursuant to paragraph (a)(iv), a sum equal to five percent (5%) of such approved, unavoidable direct costs (in lieu of all profit) shall also be allowed. Despite any other term of this Contract, in no event will the City's liability for any delay claim (whether under this GC.10 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 Amount. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the Engineer for verification on a weekly basis as incurred, failing which, they shall not be considered nor payable by the City. Authorization for any payment of the claim shall only be given by written Work Order, duly signed and issued by the Engineer; and

2. paragraphs (a)(ii) or (a)(iii), the Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay and despite any other term of this Contract, the 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 GC.10 shall vitiate or avoid the Contract, or any part thereof, or any security or obligation for the performance thereof, unless the City elects to the contrary.

(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 the resumption of work, the Contractor shall at once resume the performance of the Work and diligently carry on the same under the direction of the Engineer.

(d) Continuance of Work After Time Fixed for Completion

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

**GC.11. SPECIFICATIONS AND DRAWINGS**

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

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

The Contractor will be supplied with five (5) prints of each of the Drawings and the Contractor must satisfy him/herself as to the accuracy of the said copies in every detail. Any additional copies desired will be furnished by the Engineer at cost to the Contractor.

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

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

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

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

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

**GC.12. SHOP DRAWINGS**

- a) The Contractor shall submit, with such promptness so as to cause no delay in his work, or that of any other contractor, one (1) sepia and one (1) copy of all shop or setting drawings and schedules required for the Work of the Contractor, and the

Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, and file with him one (1) sepia and one (1) copy.

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

### **GC.13. RECORD PLANS**

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

### **GC.14. ENGINEER SOLE JUDGE**

Should any discrepancies appear or difference of opinion or misunderstanding arise as to the meaning of the Contract 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 executed or to be executed under the Contract or as to extras thereupon, or deductions therefrom, or as to any other questions or matters arising out of the Contract, the same shall be determined by the Engineer and the Engineer's decisions shall be final and binding upon all parties concerned, and from it there shall be no appeal; and the Contractor shall immediately, when ordered by the Engineer, proceed with and execute the Work, or any part thereof, forthwith, according to such decision, and with such additions to or deductions from the Contract Amount as are provided under the terms of the Contract, without making any claim for any extension of time in completing the Contract or the Work, unless arranged for in writing with the Engineer as provided herein.

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

**GC.15. ENGINEER'S ABSENCE**

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

**GC.16. ACCESS AND ASSISTANCE**

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

**GC.17. NOTICES TO CONTRACTOR**

During the continuance of the Work, the Contractor shall maintain an office within the Greater Vancouver area equipped with a telephone and shall have in this office on all Working Days between 8:30 a.m. and 4:30 p.m., an official of the Contractor.

Before commencement of construction, the Contractor shall provide the Engineer with a list of at least three persons who have authority to act on behalf of the Contractor in times of emergency. At least one on the list shall be available at all times beyond the normal working hours of the City (9:00 a.m. to 5:00 p.m., on all Working Days).

The Contractor shall within five (5) days after receipt of notification of acceptance of the tender advise the Engineer in writing of one local address at which the Contractor can receive correspondence from the Engineer or the Owner.

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or to any of the Contractor's clerks or agents, or if mailed or sent to the Contractor at the address given in the tender for the Work, or to the Contractor's place of business, or to the place where the Work is to be or is being carried on, or if mailed to or left at the Contractor's last known address; and any papers so mailed, left, sent or addressed shall be considered to be and to have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special or other repairs, or of any Work of any nature required to be done under any of the provisions of the Contract, or of any other matter, it shall not be obligatory upon the Engineer 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 may be defective or faulty, or where any of the requirements 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, shall be deemed to be and shall be ample notice.

**GC.18. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES**

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

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

**GC.19. INSPECTION OF WORK**

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

**GC.20. DAILY REPORT**

The Engineer will maintain, in detail, a daily report to record progress of the Work, the number of personnel at the Site, the materials delivered to the Site, and all such other items which the Engineer deems necessary to record. The daily reports will be kept in the Engineer's Site Office and the Contractor or the Contractor's representative shall be required to read and sign each report. In case of differences of opinion between the Engineer and the Contractor regarding the particulars stated in the daily report, the Contractor shall, within seven (7) days, give notice in writing to the Engineer expounding such difference.

**GC.21. WEEKLY MEETINGS**

The Contractor shall meet weekly with the Engineer on the Site to discuss work done in the previous week, and work proposed to be done in the week just starting, and as requested by the Engineer during the course of the Work.

**GC.22. CONSTRUCTION SCHEDULE**

Before beginning work, the Contractor shall furnish the Engineer with a complete construction schedule showing the Contractor's proposed program of operations. This schedule shall indicate the various subdivisions of the Work and the dates of commencing and finishing of each.

The form of the schedule must be approved by the Engineer. On the last day of each calendar month, a copy of the schedule shall be submitted to the Engineer with particulars indicating the percentage completed of each division of the Work to that date.

The Contractor shall immediately advise the Engineer of any proposed changes in the submitted construction program. If, in the opinion of the Engineer, the construction program as submitted is inadequate to ensure the completion of the Work within the time limited therefor, or is otherwise not in accordance with the Tender, or if the Work is not being adequately or properly prosecuted in any respect, the Engineer, without derogating from the Owner's rights under the Contract, shall have the right to require the Contractor to submit a new construction schedule providing for proper and timely completion of the Work, and the Contractor shall be entitled to no claim for extension of time on account of such requirement.

**GC.23. MAINTENANCE OF SCHEDULE**

a) Work Delayed by the Contractor

The Contractor shall at all times provide a sufficient number of skilled personnel to maintain the progress of the Work and compliance with the master schedule, and if in the opinion of the Engineer the Contractor delays the progress of the works of other contractors then the Contractor shall be responsible for all loss and damage, including, without limitation, that of other contractors for stand-by and/or delay occasioned thereby.

If, in the opinion of the Engineer, the Contractor delays or is about to delay the Work or the progress of any portion of the Work as shown by the master schedule, then upon the written notification by the Engineer, the Contractor shall use such additional overtime work or shifts as may be necessary to catch up and/or maintain the general progress of the master schedule and the cost and expenses incurred by use of said overtime work or shift shall be borne entirely by the Contractor.

b) Work Accelerated by the Engineer

Should the Engineer be required to expedite the final completion of the Work or the works of other contractors, then, provided the Contractor is not in default in any of the provisions of the Contract affecting the master schedule, the Engineer may order the Contractor to work additional shifts for which the Owner will pay:

- i. the substantiated extra premium wage incurred by such shift work;
- ii. the approved additional wages of supervision; and
- iii. an agreed percentage addition for profit for accelerated work.

Such instructions to the Contractor will only be valid when given in writing by the Engineer. The Contractor shall be responsible for having time sheets covering all such shift work checked and approved daily by the Engineer and claims for reimbursement of the extra wages will only be accepted when properly supported by such signed time sheets.

c) Work Out-of-Sequence

The Contractor shall at no additional cost perform his Work as to operation or location out-of-sequence as and when directed by the Engineer.

d) Execution of Other Works or Contracts

The Contractor shall afford all facilities for the execution of any other works which may be undertaken by the Owner or by such parties as may be employed by them, so that such works may be properly and conveniently completed, and the Engineer shall have full authority to make and enforce such regulations as the Engineer may deem necessary for the conduct of the works; and the Contractor shall proceed in such manner and with and complete in such order such portions of the Work as the Engineer may require, and the Engineer shall be the sole judge as to what facilities are due and proper, and can be afforded without any undue interference with the execution of the Contract.

The Contractor shall at all times give free access and every reasonable facility to the employees of the Owner and to other contractors, to such portion of the works and adjoining land as may be necessary to enable them to execute and maintain works of any description; such accommodation and access being regulated and directed by the Engineer and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the Contractor against the Owner.



**GC.24. EMERGENCIES**

The Engineer has the authority in an emergency to stop the progress of the Work whenever in his/her opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of work extra to the Agreement or otherwise, as may in his/her opinion be necessary. The Engineer shall within two (2) Working Days confirm in writing any such instructions.

**GC.25. SUBCONTRACTORS AND SUPPLIERS**

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

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

**GC.26. CONTRACTOR'S PLANT AND UTILITIES**

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

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

Contractors shall make all necessary arrangements with the Engineering Department of the City for obtaining water from the City.

**GC.27. PLANT, LABOUR AND MATERIALS**

The Contractor at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and plant together with all proper and required facilities for moving and transporting the same, so that the Contract and all Work required to be done under it can and will be carried on in a workmanlike manner, properly, satisfactorily, continuously and expeditiously, to completion, to the

Engineer's satisfaction in all respects. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

Should any Plant, equipment, appliance, materials or workmanship which the Engineer may deem to be inferior or unfit for use in or on the works be brought on the ground or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer, and in the case of failure or neglect on the part of the Contractor to remove the same the Engineer may cause the same to be taken away at the Contractor's expense, and deposited, wasted or otherwise disposed of in any locality, place or way the Engineer considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the Owner as provided in GC.58.

**GC.28. MATERIAL AND EQUIPMENT SUPPLIED BY THE CONTRACTOR**

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

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

**GC.29. 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.30. SUPPLY OF MATERIALS BY THE CITY**

The Contractor's responsibility for materials supplied by the City shall begin upon the Contractor's acceptance at the points of supply to the Site. All such materials shall be examined and the Contractor shall advise the Engineer in writing of any defective or damaged material. Any material supplied by the City which is damaged after acceptance by the Contractor shall be replaced by the Contractor at his own expense.

Any material supplied by the City that is not required for the Work shall remain the property of the City. Such material shall be neatly stored at the point of original supply.

**GC.31. TEMPORARY STRUCTURES**

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

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

**GC.32. WORK AREAS AND CONTRACT LIMITS**

The Contractor shall, as far as is practicable, confine operations to the Engineer's specified area within the Site. Any land or property outside Site boundaries which the Contractor requires during construction shall be acquired by the Contractor at the Contractor's own expense, and the Contractor shall make his/her own arrangements for the use of such land or property and for the compensation of its owners.

The Owner has obtained authorization for the Work from the Department of Fisheries and Oceans (refer to Appendix B).

The Contractor must obtain any City of Vancouver permits for the Work. Extra compensation will not be allowed for costs incurred by the Contractor as a result of the failure of the City or the Contractor to secure construction permits such that the Contractor can proceed on the Contractor's predetermined schedule.

Work to be performed by the Contractor outside the Contract Work limits includes:

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

**GC.33. OFFICE FACILITIES FOR THE ENGINEER – Intentionally Deleted.**

**GC.34. STORAGE AREAS**

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

**GC.35. HOURS OF WORK**

The Contractor must comply at all times with all applicable requirements of the City's Noise By-law.

The Contractor shall keep the Engineer advised on the proposed hours of work so that inspection can be co-ordinated. Work without inspection shall not be permitted.

The Owner's forces work between the hours of 7:30 a.m. and 3:30 p.m. on all Working Days, except those where City Hall is closed. The Contractor shall not expect any work to be performed by the Owner's crews outside these hours except by special arrangement agreed to by the Engineer or in case of emergency.

**GC.36. TRAFFIC CONTROL**

For all works on City streets, lanes or sidewalks, all traffic control shall be provided by the Contractor, at the Contractor's expense, except where otherwise specifically provided for in this Contract. The Contractor shall adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways" (Second Field Edition).

The Contractor shall also provide, at the Contractor's expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flagpersons, watchpersons and lights as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or Works, and must (where it is practicable in the Engineer's opinion) keep any roadway open for the use of the public, or for some restricted use specified by the Engineer, for such width as the Engineer may direct.

At the request of the Engineer, the Contractor shall submit a traffic management plan for the Engineer's approval prior to commencing work or at any other time within two (2) Working Days of such request.

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

Unless ordered otherwise by the Engineer, the Contractor shall inspect the barricades and warning signs of unattended construction Work Sites at least once per day.

When any work is carried out at night, the Contractor must supply, at the Contractor's expense, a sufficient number of electric or other approved lights to enable the work to be done in an efficient and satisfactory manner, and the Engineer shall have the right to order additional lights at the Contractor's expense if, in the Engineer's opinion, they are or may be required.

Licence numbers of vehicles legally parked at the time of placement of signs shall be recorded by the Contractor and made available for the Inspector. If these vehicles are still parked when work commences, the Inspector shall be contacted by the Contractor for further instructions.

For the information of the Contractor, the Parking Enforcement Branch or the Vancouver City Police are the only designated authorities approved to call tow trucks. Providing the signing is adequate and the Contractor has contacted the Inspector, the City of Vancouver will pay the costs of towing. Owners of vehicles unlawfully parked will be charged with costs of towing and other costs.

#### **GC.37. PUBLIC CONVENIENCE**

In carrying out the Work, or any portion thereof, the convenience of the public must always be specially considered and provided for by the Contractor, who must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the Engineer's opinion. The Contractor shall not deposit any material upon any street, sidewalk, boulevard, grass plot, or other City or public property, without the Engineer's permission nor shall the Contractor allow the same to remain thereon longer than necessary but must remove all rubbish and other material, clean and thoroughly restore all such places to as good and as tidy a condition as the Contractor found them, as speedily as possible, from time to time as the Work progresses, or as directed. Unless material and rubbish are removed within four (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.38. ACCESS TO EXISTING STRUCTURES**

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

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

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

**GC.39. PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain continuously adequate protection of all the Contractor's Work from damage and shall protect the Owner's property from all injury arising in connection with the Contract. The Contractor shall make good any such damage or injury. The Contractor shall protect adequately adjacent property as required by law and the Contract.

**GC.40. FIRE, SECURITY AND SAFETY REGULATIONS**

a) Fire and Security

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

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

b) Loss Control

The Contractor will provide a Loss Control Program, satisfactory to the Owner to meet Workers' Compensation Board and other requirements.

c) Safety

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

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

The Contractor shall provide all safeguards required directly for or as a result of the Work as referred to in GC.39 – *Protection of Work and Property* and in the scope of work described in the Contract Documents.

**GC.41. OVERLOADING**

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

**GC.42. DRAINAGE**

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

**GC.43. CLEANING UP**

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and at the completion of the Work, it shall remove all its rubbish from and about the site and all its tools, scaffolding and surplus materials, and shall leave the Site "broom clean" or the equivalent, unless more exactly specified. In case of dispute, the Engineer may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

**GC.44. SAFEGUARDING EXISTING PROPERTY**

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

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

**GC.45. EXISTING UTILITIES** - Intentionally Deleted.

**GC.46. DUST CONTROL**

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

**GC.47. ALTERATIONS, EXTRAS, DEDUCTIONS & CLAIMS**

The Owner without invalidating the Contract shall have the right to make or order any alterations and changes, such as it may deem advisable, at any time before or during the prosecution of the Work, in any line, grade, Drawings, Specifications or detail thereof, or to increase or decrease the dimensions, quantity of material or work, or to alter the situation or level, or to vary the form or dimensions of any part of the Work, or to vary in any other way the Work; or to order any additional or extra work to be done or additional or extra materials to be furnished; and the Contractor shall, in pursuance of the Engineer's written orders to that effect, proceed with, carry out and execute the Work as directed, and shall supply such additional materials and do such additional or extra work in pursuance of such orders without being entitled to any extension of time for completion, or any additional payment on account thereof, except only as herein provided.

In each and every case where additional or extra work or material of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying, any work or material the Contractor shall notify the Engineer in writing and shall state in its notification clearly and fully what the circumstances are, and the additional sum or compensation it intends to demand therefor, otherwise it shall have no claim in respect thereof. If any work, labour or material is not required to be performed or supplied, then the Owner may deduct from the Contract Amount the value of such work, labour or material not required to be performed or supplied which shall be determined by

- a) using the unit or lump sum prices contained in the Schedule of Quantities and Prices applicable to such work, labour or material, 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 set out herein, or
- c) such fixed sum as agreed upon between the Contractor and the Owner.

All claims of every nature which the Contractor may have in respect of the Contract or Work done thereunder, are to be summarized and submitted by it (in duplicate) to the Engineer within one (1) month of the completion of same, and the Contractor shall make no claim of any nature afterwards; and no claim not then made or not then allowed by the Owner shall be sustainable, and the Owner shall be in no way disentitled to determine any and all questions concerning said claims, and no action or suit shall be commenced by either



party to the Contract until after the Final Certificate of Total Performance shall have been signed by the Engineer and then only for the amount appearing thereby to be due to the Contractor.

**GC.48. ERRORS BY CONTRACTOR**

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

**GC.49. TESTING OF MATERIALS**

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

**GC.50. DEFECTIVE WORK**

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

**GC.51. WARRANTY**

The Contractor shall perform the Work in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents and maintain the Work against any defects arising from faulty installation, material or workmanship during the period of twelve (12) months from the date of issuance of the Certificate of Substantial Performance and make good in a permanent manner satisfactory to the Owner any defects arising from any of these causes.

Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the Engineer. Should the Contractor fail to make good defects within (3) working days after being notified by the Owner to do so, the Owner at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.58 – *Money Due to Owner*. If the Owner warrants the defects to be dangerous and an emergency situation exists, the Owner, at the Owner’s discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.58 – *Money Due to Owner*. The decision of the Owner shall be final as to the necessity of repairs or of any work done or required to be done under the provisions of the Contract and for the amounts expended thereunder. If in the opinion of the Engineer, it is in the Owner’s best interests (taking into account effects on the Owner’s overall schedule, the difference in value between the Work as performed and that called for by the Contract Documents, and other relevant factors) not to correct defective Work or Work not provided in the Contract Documents, the Engineer will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time by which the obligations should be extended in order to put the Owner in as close a position financially and in terms of the useful life of the Work as would have been the case had the Contractor performed the Work as called for by the Contract Documents. For further certainty, the Engineer may extend the warranty period in appropriate circumstances to a minimum of twice the warranty period originally provided for under the Contract Documents, subject always to the above parameters.

#### **GC.52. CONTRACTOR'S LIABILITY**

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

In the case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of the Contract, the Owner may either with or without notice (except where in this Contract notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material,

equipment, trucks, and men, and do such work or things as it may deem advisable towards carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of GC.58.

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

### **GC.53. INSURANCE BY THE CONTRACTOR**

#### 1. “WRAP UP LIABILITY INSURANCE”

##### a) Insureds

The Owner, the Engineer, the Contractor, and all Sub-contractors, and their 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 products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period,
- owner’s and contractor’s protective liability
- blanket contractual liability
- contingent employer’s liability
- personal injury liability
- non-owned automobile liability
- cross liability or severability of interest clause
- employees as additional insureds;
- Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities
- Loading and unloading of automobiles
- Hoist liability
- Unlicensed and specially licensed vehicles
- Operation of attached machinery
- Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants

##### d) Deductibles

An amount of \$5,000 applicable to each occurrence.

e) Cross Liability

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

f) Term

Period of construction or completion of the project, whichever shall first occur, plus thirty-six (36) months for completed operations liability thereafter.

g) Waiver of Subrogation

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

2. 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.

3. CONTRACTOR'S EQUIPMENT INSURANCE

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

4. GENERAL

- a) All insurance coverage described in this General Condition shall be issued by an insurance carrier or agent acceptable to the Owner and licensed to conduct business in the Province of British Columbia.
- b) Contractors and subcontractors shall be required to file with the owner prior to commencement of Work, certified copies of all policies and endorsements indicated in this General Condition.
- c) Contractors and their subcontractors shall be required to furnish evidence of the renewal of policies described in this General Condition by renewal certificate, endorsement or certified copy to be received by the owner at least 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 Owner does not approve any insurance policy or policies submitted to the Owner and the Contractor thereafter does not meet the requirements of the Owner as to terms and conditions of the insurance policy, the Owner shall have the right to place and maintain such insurance in the name of the Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand, and the Owner may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all work by the Contractor shall be stopped until satisfactory evidence of renewal is produced.
- e) Each policy described in this General Condition shall be required to be endorsed to provide the following Notice for Policy Changes and Cancellations to the City of Vancouver:
  - "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 the Contractor's subcontractors shall provide at his/her own cost any additional insurance which he/she is required by law to provide or which he/she considers necessary.
- g) Deductibles

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

The Owner shall have the right to deduct amounts for which the Contractor is responsible under this Section from any monies which are due or may become due to the Contractor.

**GC.54. WORKERS' COMPENSATION BOARD ASSESSMENTS**

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

**GC.55. CLAIMS FOR WAGES**

The Owner may settle any claim for damages, and pay all wages overdue or the price of any materials or the amount due and payable by the Contractor to any Subcontractor, for which payment is in arrears, and the amount thereof shall be debt due by the Contractor to the Owner, as and for money paid by them for the contractor and shall be deducted or collected by them as provided in GC.58 – *Money Due to Owner*, but they do not assume any liability in this respect; nor shall the persons to whom such wages or payments are paid become, by such payments, the employees or servants of the Owner.

**GC.56. LIENS**

The Contractor hereby agrees to make payment and take all other steps which may be necessary to insure that all Contract monies, and the Work, and every part thereof, shall be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Contractor and her sureties, as well as its respective executors, administrators, successors and assigns, shall fully indemnify and save harmless the Owner and all its officers, servants and employees from any and all such liability, and shall, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of any Land Title Office or Court in which the same may appear.

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

**GC.57. PATENT INFRINGEMENT**

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

**GC.58. MONEY DUE TO OWNER**

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

**GC.59. ASSIGNMENT**

The Contractor shall not, without the consent in writing of the Owner first had and obtained, assign or transfer any sum or sums, or any part thereof, due or to become due to the Contractor under the Contract, or assign, transfer or sublet and portion of the Contract or of the Work but must carry out the Work with its own men or subcontract under the Contractor's supervision. This section however does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, not will the Owner's consent to the assigning, transferring or subletting of any portion of the Work relieve the Contractor from any of its obligations or liabilities under the Contract. No assignment, transfer or subletting hereinbefore mentioned, except if the same is made in accordance herewith, shall be in any manner valid or binding on the Owner.

**GC.60. CERTIFICATES AND PAYMENTS**a) Payment Certifier:

The Engineer shall be the "payment certifier" and the person responsible for payment certification under the Contract for the purposes of the *Builders Lien Act*. The Engineer will not be the "payment certifier" under any subcontract.

b) Certificate for Substantial Performance:

- i. The Contractor shall give written notice to the Engineer that the Work is substantially performed, and, upon subsequent inspection by the Engineer, a list of deficient work shall be issued to the Contractor by the Engineer. When these deficiencies have been rectified to the satisfaction of the Engineer, the Engineer shall recommend that the Work is substantially performed and ready for official inspection.

At the time of the application for a Certificate of Substantial Performance, the Contractor shall deliver up to, and to the complete satisfaction of the Engineer:

- the “as constructed record plans” of the Work required by GC.13 – *Record Plans*;
- documentation showing compliance with WCB requirements; 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 covered by Article V (c) of the Form of Agreement to third parties including all Subcontractors and suppliers, have been paid.

- ii. The Owner, the Engineer and the Contractor shall inspect the Work and any remaining deficiencies shall be detailed and included on the Certificate of Substantial Performance. The date of Substantial Performance shall be as stated in this Certificate. Upon issuance of the Certificate of Substantial Performance to the Contractor, the Engineer shall set a reasonable date for the Total Performance of the Work.
- iii. For the purposes of the *Builders Lien Act*, the Certificate of Substantial Performance as described herein shall serve as the Contract’s certificate for completion, and the date of Substantial Performance stated in the Certificate shall be deemed to be the date of the Certificate’s issuance.

c) Certificate of Total Performance:

Upon the provision of satisfactory evidence that the deficiencies have been rectified, the Owner and the Engineer will then be permitted to verify such rectification. Upon rectification of all claims and statutory declarations as specified in GC 60(d) ii and to the reasonable satisfaction of the Engineer, the Engineer will issue the Certificate of Total Performance.

d) Statutory Declarations:

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

- i. Prior to payment and as condition to any payment, the Engineer may at any time require the Contractor to file with him a Statutory Declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the Site, all Products or other things supplied for use in or upon the Work and amounts due to Subcontractors and suppliers



have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

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

The Engineer may at any time, if the Engineer deems it advisable, require from the Contractor a statement showing the rates of wages paid by 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 shall be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

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

e) Other Documentation

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

f) Books Open for Inspection

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

**GC.61. TERMINATION OF CONTRACT WITHOUT DEFAULT OF CONTRACTOR**

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

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

**GC.62. TERMINATION OF CONTRACT FOR CONTRACTOR'S DEFAULT**

- a) The Engineer as agent for and on behalf of the Owner, without prejudice to any other right, may elect to terminate the Contract forthwith upon notice to the Contractor if:
- i. the Contractor shall neglect or refuse to sign the Drawings and execute the Contract 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 Contract by the Contractor;
  - iii. the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the Contractor's creditors;
  - iv. a receiver is appointed for the Contractor's business;
  - v. the Contractor fails, on reasonable notice from the Engineer, to supply enough proper workmen or Products;
  - vi. the Contractor does not pay promptly the Contractor's employees, Subcontractors or suppliers;
  - vii. the Contractor does not comply with the requirements of the Occupational Health and Safety Regulation and Workers Compensation Board Amendment Act, and any failure to meet the safety requirements of the Contract; or
  - viii. the Contractor persistently or substantially breaches any provision of this Contract.

- b) On such termination the Engineer may arrange for the performance of the Work by whatever method the Engineer deems expedient but without undue delay or expense.
- c) The Engineer may take possession of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Site which the Engineer deems necessary to prosecute the Work which possession the Contractor hereby pledges to the Engineer as agent for and on behalf of the Owner, as security for the performance of the Contract and the Work, provided that upon completion of the Work the Engineer shall return to the Contractor or her legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.
- d) In case the Work or any part thereof is taken out of the hands of the Contractor, as herein provided, it shall in no way affect the relative obligations of the Owner and the Contractor or its sureties in respect of the Contractor's or their obligation, or in respect of the remainder of the Work (if any), as the Engineer may consider reasonable. The Contractor and its sureties in every case shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Contract pursuant to this GC.62, together with the penalties, if any, from the date fixed for the completion of the Work, and the same may be deducted or collected by the Owner as provided by GC.58.
- e) 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 shall nevertheless continue in force.
- f) The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the Owner nor any of its officers or employees shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the Owner.
- g) No proceeding taken pursuant to this GC.62 or pursuant to any other provision of the Contract, shall at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise agreed to in writing.

### **GC.63. SUBMITTALS**

The Contractor shall 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 Contract Documents. The Contractor shall make any changes in submissions which the Engineer may request consistent with the Contract Documents and shall resubmit as directed by the Engineer. The Contractor shall not proceed with work until relevant submittals have been reviewed by the Engineer. The Contractor shall coordinate submittals with the requirements of the Contract Documents and shall allow fourteen (14) days for the Engineer's review.

**GC.64. 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.

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.

**CITY OF VANCOUVER  
TENDER DOCUMENTS FOR CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**SUPPLEMENTARY GENERAL CONDITIONS**

**1.0 HOURS OF WORK**

The City Noise By-Law allows construction between the hours of 7:00 A.M. to 8:00 P.M., Monday to Saturday, and 10:00 A.M. to 8:00 P.M. on Sundays and holidays. No work shall be done outside these hours except as approved by the Engineer. A request for a Noise By-Law exemption to work outside the specified hours must be made in writing to the Mayor's Office a minimum of two (2) weeks prior to the work being done.

Notwithstanding GC.35, the City's forces work between the hours of 7:30 A.M. and 3:30 P.M. Mondays to Fridays, except statutory holidays. Work will not be performed by City forces or City inspectors outside these hours except by special arrangement agreed to by the Engineer or in case of an emergency. Work performed in the absence of a required inspection is not permitted.

**2.0 SCOPE OF WORK**

The work includes ground densification of the Southeast False Creek waterfront north of the developable parcels situated between the northern extensions of Columbia Street and Ontario Street.

This work includes the procurement and installation of gravel compaction columns in the eastern densification zone located east of the Southeast False Creek inlet, the western densification zone located west of the Southeast False Creek inlet, and the west end of the future pedestrian bridge that will cross the Southeast False Creek inlet. Site preparation is also required in the eastern section of the eastern densification zone. This work is described in detail in the Specifications, Drawings and other Tender Documents.

The work to be done by the Contractor for this Contract shall include overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as specified in the Contract Documents.

The Work shall be done in accordance with the Contract Documents and to the satisfaction of the Engineer. For inspection purposes, the Contractor shall coordinate the Work with the Engineer. The Contractor shall have no cause for claim against the City whatsoever with respect to delays or other interruption of the Work by City forces or due to the above requirement to coordinate the Work with the Engineer.

### 3.0 SCHEDULE AND COORDINATION OF WORK

Time shall be of the essence for all purposes of this Contract and the performance of the Work.

- Work will begin during the first week of April, 2006.
- Work will be completed by June 30, 2006.

The Work is taking place amidst a number of other construction activities on the Southeast False Creek site. The Contractor will be responsible for completing the Work in a way that does not hinder other work on the Southeast False Creek site. The other construction activities include, but are not limited to, construction of a cofferdam across the mouth of the inlet which began on February 6 and is scheduled to be completed by March 31, 2006, maintenance of the cofferdam throughout the life of the cofferdam, site preparation excavation and backfill around the inlet which will take place during April, May and June of 2006, sheet piling along the future western and southern edges of the inlet which will begin once the densification is complete, and excavation and construction of roads and utilities near the inlet which will begin in April, 2006.

As such, the Contractor should begin work on the eastern portion of the eastern densification zone. The C103 contractor doing the site preparation excavation and backfill work around the inlet will complete the site preparation of the west leg of the eastern densification zone in his/her contract. This will allow the Contractor to complete the work in the eastern densification zone before moving to the western densification zone. Work in the western densification zone should begin on the western edge and move towards the inlet. All efforts should be made to prevent conflicts with other contractors. Drawings and specifications related to C103 work can be obtained from the Southeast False Creek and Olympic Village Project Office.

### 4.0 DESIGN AND INSPECTION

Levelton Engineering Solutions has been hired to complete the designs for the Work and conduct inspections during the Work. The Contractor must allow Levelton staff to perform their reviews and inspections during the Work so that all quantities and prices may be independently verified.

### 5.0 DEPARTMENT OF FISHERIES AND OCEANS AUTHORIZATION AND REQUIREMENTS

The City of Vancouver has obtained authorization from the Department of Fisheries and Oceans for this Work. The Contractor is responsible for meeting the requirements of the authorization attached as Appendix B.

Golder and Associates has been hired to provide environmental monitoring services to the City of Vancouver and will have staff on the Southeast False Creek site during the Work

to ensure compliance with the Department of Fisheries and Oceans requirements. The Contractor must allow Golder and Associates to perform the environmental monitoring during the Work.

#### 6.0 COMPLY WITH APPLICABLE LAW

The Contractor will be required to conduct the Work in accordance with the requirements of the Department of Fisheries and Oceans authorization attached as Appendix B, and all applicable Federal, Provincial and Municipal laws and regulations.

#### 7.0 TRUCK SAFETY

All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with the Motor Vehicle Regulations.

All truck operators must comply with the City of Vancouver By-laws regulating truck use, including truck route, engine brake noise, and weight and load securement provisions.

#### 8.0 EXTRA WORK

Adjustments to the Contract Price on account of changes or extra Work shall be valued on the basis of the unit prices specified in the Schedule of Quantities and Prices. Where no price is identified, adjustments shall be valued as follows:

- a) by any amount or method agreed to by the Engineer and the Contractor including new unit prices or a lump sum; or
- b) by Force Account, as discussed below.

#### 9.0 FORCE ACCOUNT

Payment for Force Account Work shall be calculated as follows:

- a) Labour - at the lower of the hourly rates set out in the Form of Tender or the actual cost to the Contractor including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers' Compensation, Employment Insurance, holiday pay, insurance and all employee benefits. A markup of 3% on the foregoing shall be allowed for all small tools. A markup of 10% on the total of the foregoing shall be allowed for overhead. A further markup of 10% on the total of the foregoing, including the markup for overhead, shall be allowed for profit.
- b) Equipment:

- i) Contractor Owned or Bare Rented-at the non-operated hourly rates as set out in the Approved Equipment Rental Rate Guide based on actual hours, in minimum increments of 0.5 hours, plus a 10% markup to cover all overhead costs and profit. If equipment is not listed in the Approved equipment Rental Guide then at a rate determined by the Engineer based on local equipment rates; or
- ii) Non-Contractor Owned and Operated-at the lower of the all found rate in the Approved Equipment Rental Rate Guide for operated equipment, or the actual rental costs incurred by the Contractor, as evidenced by invoice, plus, in either case, a 10% markup to cover all overhead costs and profit.

Separate rental for small tools will not be allowed.

- c) Materials incorporated into the work or consumed in performing the Work by the contractor shall be at the Contractor's actual cost, as evidenced by invoice, including all transportation, freight and haulage costs plus a markup of 10% on such actual cost to cover all overhead, handling and profit.
- d) Force Account Work performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (a), (b) and (c) above, plus a mark-up of 5% to cover all overhead and profit; or (ii) the actual amount the Contractor pays the Subcontractor including a mark-up of 10% on such actual cost to cover all overhead and profit.

## 10.0 RELEASE AND INDEMNIFICATION

- (1) The Contractor now releases the City, its officers, officials, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its Subcontractors, and their respective officers, employees and agents in connection with the performance of the Work.
- (2) Despite the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Contract, that arise out of the acts of the Contractor, its Subcontractors, or their respective officers, employees or agents under the Contract.
- (3) This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.



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

#### 11.0 NO PROMOTION OF RELATIONSHIP WITH THE CITY OR THE OLYMPICS

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

Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Contractor and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as “VANOC”). Without limiting the generality of the foregoing, the Contractor shall not refer to “VANOC”, “Vancouver 2010”, the “2010 Games”, the “Games”, “Host City”, Olympic Village”, “Athletes’ Village” or “Olympics”, and shall not use any official emblem, logo, website, domain name, or mascot of the 2010 Games, in any Communications, without the express prior written consent of the City.

#### 12.0 PROTECTION OF CITY FROM ENVIRONMENTAL LIABILITY FOR CONTAMINATED SOILS

(1) The Contractor shall undertake testing, sampling and records-keeping in respect of Environmental legislation for the excavated soils.

(2) If the excavated soils are tested and determined to be contaminated, the contractor shall remove the contaminated soils at its own expense and treat it in conformity with all applicable Environmental Legislation. The contractor will be liable for handling, transferring or disposing of these contaminated soils.

**CONTRACT No. No. C104**  
**SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**APPENDIX A**  
**PRIME CONTRACTOR AGREEMENT FORM**

**1.0 DEFINITIONS**

- (a) "Owners" means City of Vancouver
- (b) "Prime Contractor" means a Contractor designated by the Owner (City) to be the Prime Contractor on a project with respect to occupational health and safety **ONLY**.

**2.0 RESPONSIBILITIES**

**Proof of Qualification to act as Prime Contractor.**

- Contractor is to provide a copy of their WCB "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the City Engineer.
- The Prime Contractor is to notify the City of any changes of status with the WCB during the course of the Project.

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:

- Ensure the health and safety of the workers on the project.
- Inform all other employers for the project that they are the Prime Contractor.
- Coordinate all occupational health and safety activities for the project.
- Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the *Workers Compensation Act*, and the *WCB OH&S Regulation*.
- Review and complete a "Pre-Job Meeting Form" if the Engineer requests.
- For construction projects, post the Notice of Project on the Work Site and to WCB
- See *WCB OH&S Regulation 20.2* for the general requirements of a Notice of Project.
- On a Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
- On a Work Site, provide the information listed in *WCB OH&S Regulation 20.3(4)*.

**Prime Contractor's Qualified Coordinator (Construction Only)**

- Duties of the Qualified Coordinator are listed in **WCB OH&S Regulation Clause 20.3(3)** or page 13 of the City's Multiple Employer Workplace / Contractor Coordination Program (2003).

**CONTRACT No. C104  
SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**APPENDIX A  
PRIME CONTRACT AGREEMENT FORM**

**3.0 DESIGNATION**

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a **Prime Contractor** as outlined in the City's Contractor Coordination Program (2003), *Part III* of the *Workers Compensation Act*, and *WCB OH&S Regulation*.

As a Contractor signing this Prime Contractor Agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and *Part III* of the *Workers Compensation Act*.

Any WCB violation by the Prime Contractor may be considered a breach of your Contract with the City resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor to accept all responsibilities of the **Prime Contractor** for this project.

<b>Date</b>	_____
<b>Contract #</b>	_____
<b>Name of Contractor</b>	_____
<b>Qualified Coordinator's Name</b>	(Construction Only)
<b>Signature of Authorized Representative</b>	_____
<b>Print Name and Title</b>	_____



**CONTRACT No. C104**  
**SOUTHEAST FALSE CREEK WATERFRONT DENSIFICATION**

**APPENDIX B**  
**DEPARTMENT OF FISHERIES AND OCEANS AUTHORIZATION**

Attached separately

## **SPECIFICATIONS**

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**TECHNICAL SPECIFICATION FOR GROUND DENSIFICATION WITH GRAVEL COMPACTION COLUMNS**

a) Background

- 1) Refer to the Levelton Consultants Ltd. geotechnical report of October 7, 2005 for information only.
- 2) No representation of warranty is made by or on behalf of the Owner, design Team or Engineer to the sufficiency, completeness, or adequacy of the geotechnical investigation report. Tenders shall be fully responsible for satisfying themselves that the report, together with such physical examinations of the site as they may undertake are sufficient, complete and adequate for submission of a tender.

b) Workmanship

- 1) All work by the Contractor shall be done by personnel experienced in the installation of gravel compaction columns using appropriate equipment to suit conditions.
- 2) The Contractor shall be completely responsible for workmanship and quality control in the installation of the columns. The presence of the Geotechnical Engineer, or his appointed Inspector, or any testing by the Owner or the Engineer, shall not relieve the Contractor of this responsibility. Any problems encountered or anticipated shall be immediately brought to the attention of the Engineer.

c) Material

- 1) Gravel to consist of 40 mm minus crushed rock.
- 2) Provide sample of the gravel at least 2 weeks prior to commencing delivery of material.
- 3) If, in the opinion of the Engineer, materials from proposed source do not meet, or cannot reasonably be processed to meet specified requirements, locate alternative source or demonstrate that material from source in question can be processed to meet specified requirements.
- 4) Should a change of material source be proposed during work, advise the Engineer 2 weeks in advance of proposed change to allow sampling and testing.

d) Columns

- 1) Column lengths shall be as shown on the densification drawing.
- 2) Column diameters shall be at least 600 mm.
- 3) Column spacing should be at 1.5 m centres in an equilateral triangular pattern.
- 4) The removable driving tube shall be in one length and adequate for its function.
- 5) Work is not to start until the Engineer is notified. At least 48 hours notice to the Engineer is required at the onset of work.

- 6) Amount of gravel installed per unit length of column to be no less than that required for a gravel density of at least 100% standard Proctor density or an equivalent volume.
- e) Field Measurement
- 1) Maintain accurate records of driving for each column including:
    - hammer size, weight, and drop
    - column size, length, location
    - volume of gravel installed, in 1.5 m increments up the columns
- f) Installation
- 1) The installation procedure given below is a simplified general procedure understood by the Engineer to be good construction practice. The Contractor shall notify the Engineer if they consider alternative procedures prudent.
    - Using a plug of suitable gravel, drive the plug to pull the driving tube into the ground.
    - Form the shaft of the column by driving successive quantities of gravel aggregate, while progressively raising the tube, such that the tube always contains sufficient gravel to seal against intrusion of water and soil. In cases where unusual soil conditions exist in the sub-soil, special techniques shall be employed.
  - 2) Position and drive the tube to within 2% of plumb. The final location of the columns shall be to within 200 mm of their specified location unless approved by the Engineer prior to driving. The Contractor is responsible for retaining a B.C. Land Surveyor to layout the column locations.
  - 3) Two existing sewer outfalls run north-south through the east densification zone. Field recommendations, which will include modifications to some of the column locations, will be made by the Engineer at the time of installation to reduce the potential for damage to these sewer outfalls.
- g) Payment
- 1) Asphalt will be removed under a separate contract in the west densification and in the west "leg" of the east densification. The Densification Contractor shall allow for removing and disposing off-site of the asphalt in a 12 m by 151 m area to the north of the east building plus a 9 m by 48 m area to the east of the east building.
  - 2) The tender shall be based on a lump sum price bid for gravel compaction columns installed in the east and west densification zones shown on the attached ground densification plan. The tender shall allow for 1180 columns for the east densification zone and 1050 for the west densification zone.



- 3) The tender shall also allow for 120 gravel compaction piles to be installed around the piles below the east end of the new bridge.
- 4) The tender shall include a unit cost/lineal metre for addition or deletion of the total length of gravel compaction columns in the east and west densification zones and at the east end of the bridge.
- 5) Obstructions encountered during the work will need to be removed and replaced with suitable granular fill. Payment for this work will be done under Force Account (See Force Account Clause) based on the actual working time.

h) Alternates

Alternate methods of ground densification will be reviewed. The alternate method must take into consideration the type of existing fill on site along with the sensitivity of the quality of water runoff into the Inlet and False Creek. Any alternatives should be included in Schedule H of the Form of Tender. Refer to Supplementary GC 12.0 and Schedule D Part B if the proposed alternative involves removal or excavation of soil.