



REQUEST FOR APPLICATIONS (“RFA”) No. PS20130204

PRE-QUALIFICATION FOR CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES

Responses will be addressed to Purchasing Services, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the Information Desk, Main Floor Rotunda of the same address) prior to the Closing Time of Tuesday, April 30, 2013, 3:00 PM, City Hall Clock Time (as defined in Note 2 below).

NOTES:

1. Responses shall be in a sealed envelope or package marked with the Proponent's Name, the RFA Title and Number and addressed to Purchasing Services, City of Vancouver.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the Main Floor Rotunda Information Desk computer clock.
3. The City of Vancouver City Hall is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. Responses to be submitted: Two (2) hard copies **PLUS** one (1) electronic copy on USB.
5. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFA shall be submitted in writing, five (5) business days prior to the above closing time to the attention of:

Diana Chan, Contracting Specialist

FAX: 604.873.7057 **E-MAIL:** Diana.chan@vancouver.ca

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INSTRUCTIONS TO APPLICANTS**

1.0 BACKGROUND

- 1.1 This Request for Applications (“RFA”) identifies a business opportunity for the successful Proponents to enter into standing offer contracts to provide Street Civil Works Services, as requested and required by the City for a period of twenty-four (24) months, commencing approximately in June or July 2013.
- 1.2 The City anticipates the need for Street Civil Works Services over the above mentioned period. As specific requirements are not fully known at this time, the City wishes to enter into standing offer contracts, in the form of Appendix B, with a number of contractors that have the interest and capabilities to provide such services. This would allow the City to provide call-up for required services, as and when the needs arise.

2.0 SUSTAINABILITY

- 2.1 The City’s Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> aligns the City’s overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- 2.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Vendor is to indicate the nature of the hazard in its Quotation. The Vendor is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

3.0 SCOPE OF WORK SUMMARY

- 3.1 Appendix C includes the scope of work contemplated in this RFA.

4.0 TIMELINE

- 4.1 The anticipated timeline for the standing offer will be a period of two (2) years.
- 4.2 Specific timelines will be expressed in each call up.

5.0 GENERAL METHODOLOGY FOR SUBMISSION OF APPLICATION

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5.1 Documents which must be attached to this Application:

Applicant now confirms that the Applicant has attached the following documents to this application form and provides reasons for any deviations:

[Note: Applicant must attach (where applicable) photocopies of each of the following documents and then check the box indicated]

Description	Confirmation (<input checked="" type="checkbox"/>)
Application Form	<input type="checkbox"/>
Attachment A - Contractor's Experience and References	<input type="checkbox"/>
Attachment B - List of Sub-Contractors	<input type="checkbox"/>
Attachment C - Areas of Expertise	<input type="checkbox"/>
Attachment D - Supplier Code of Conduct Compliance	<input type="checkbox"/>
Attachment E - Sustainability	<input type="checkbox"/>
Appendix C - Requirements	<input type="checkbox"/>
Appendix D - Prime Contractor Agreement Form	<input type="checkbox"/>
Appendix E - Certificate of Existing Insurance	<input type="checkbox"/>
Valid City of Vancouver Business License	<input type="checkbox"/>
WorkSafeBC Proof of Coverage	<input type="checkbox"/>
Article of Incorporation	<input type="checkbox"/>
ICBC/Liability Insurance Document for <u>all equipment</u> that will be used on City streets (\$5,000,000.00 Third Party Liability Coverage as referred to in Appendix B, Form of Agreement, section GC.53 <i>Insurance by the Contractor</i>),	<input type="checkbox"/>

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**REQUEST FOR APPLICATIONS RFA NO. PS20130204
APPLICATION FORM**

**APPLICATION FOR REGISTRATION ON PRE-QUALIFIED LIST FOR
CONTRACTORS TO PROVIDE STREET CIVIL WORKS SERVICES**

Legal Name of Firm: _____

Address: _____

Telephone/Fax/E-mail: _____

GST Number: _____

Key Contact Person: _____

Business License Number: _____

Incorporation Date: _____ Incorporation Number: _____

Place of Incorporation: _____

Dunn & Bradstreet Number: _____

WorksafeBC Registration Number: _____

Insurance Policy Number: _____ Expires on: _____

Billing Representative: _____

On-Site Foreman: _____

Key On-Site Contact: _____

Dispatch/Equipment Maintenance: _____

Quality Control: _____

Office Manager: _____

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5.2 APPLICANT'S SIGNATURE AND LEGAL AGREEMENT

If the City, in its evaluation selects to award a standing offer contract to the Applicant, the Applicant agrees to enter into a standing offer contract with the City, in the form of Appendix B - Form of Agreement.

Legal Name of Applicant

Authorized Signature of Applicant

Dated: _____

5.3 CITY LICENSE, WORKSAFEBC AND INSURANCE COVERAGE

- a) Proponents shall submit evidence of a valid City of Vancouver Business License.
- b) Proponents shall submit evidence of WorkSafeBC registration.
- c) Proponents shall submit a Certificate of Existing Insurances (See Appendix E) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements set out in Appendix B, Section 26.0, should they be selected as a successful Contractor.
- d) The successful Proponent shall be required to provide certificates of insurance as per Appendix B, Section 26.1, in the finalization of the Agreement.

5.4 EVALUATION CRITERIA

- a) Applications will be evaluated by representatives of the City on the basis of the overall best value to the City, based on capability, experience, sustainability, price and any other relevant criteria as determined by the City in its sole and absolute discretion.
- b) The City may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including making a presentation, and/or attending an interview.
- c) The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFA with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Applications as a result of such discussions or negotiations.

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- d) No bid security is required since no irrevocable binding legal offer is made by submitting an application in response to this RFA.
- e) There are no mandatory requirements for submitting in response to this RFA but Proponents are encouraged to provide all information requested by the City, particularly where the words “must”, “shall”, “will”, “is to” or “are to” precede a requirement regarding the content or format of a Application.

5.5 CONTRACT APPROVAL

- a) Contract approval is contingent the award being approved by the City. Only then may the successful Proponent and the City proceed to finalize and sign the necessary legal agreement.
- b) The City will notify the successful Proponent in writing that its Application has been approved in principle and invite the Proponent to proceed to finalize and sign a legal agreement.
- c) The City is not under any obligation to approve any Application and may elect to terminate this RFA at any time.
- d) The City is not obligated nor does the City commit to provide any successful Proponent with any level of business during the period of any contract awarded under this RFA.

5.6 NO CLAIM AGAINST THE CITY

The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Application each Proponent shall be deemed to have agreed that it has no claim whatsoever.

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Attachment A

CONTRACTOR'S EXPERIENCE AND REFERENCES

The Applicants will submit with their Application, this Attachment A - Contractor's Experience and References. In the table, Applicants shall list relevant experience with similar engagements for similar work over the last two (2) years as well as references for same. If the Applicant has been contracted to do City work, the Applicant may use the City as a reference.

Reference #1

CLIENT NAME AND ADDRESS:	
DESCRIPTION OF PROJECT / WORK PERFORMED	
CONTRACT VALUE (in \$)	
LOCATION OF PROJECT/WORK	
START AND COMPLETION DATES:	
COMPLETED ON SCHEDULE?	YES / NO (Circle one)
CLIENT CONTACT NAME FOR PROJECT:	
CLIENT CONTACT INFORMATION (TELEPHONE NUMBER AND EMAIL):	
NAME(S) OF CONTRACTOR'S KEY PERSONNEL AND SUB-CONTRACTORS (IF USED):	

Reference #2

CLIENT NAME AND ADDRESS:	
DESCRIPTION OF PROJECT / WORK PERFORMED	
CONTRACT VALUE (in \$)	

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LOCATION OF PROJECT/WORK	
START AND COMPLETION DATES:	
COMPLETED ON SCHEDULE?	YES / NO (Circle one)
CLIENT CONTACT NAME FOR PROJECT:	
CLIENT CONTACT INFORMATION (TELEPHONE NUMBER AND EMAIL):	
NAME(S) OF CONTRACTOR'S KEY PERSONNEL AND SUB-CONTRACTORS (IF USED):	

Reference #3

CLIENT NAME AND ADDRESS:	
DESCRIPTION OF PROJECT / WORK PERFORMED	
CONTRACT VALUE (in \$)	
LOCATION OF PROJECT/WORK	
START AND COMPLETION DATES:	
COMPLETED ON SCHEDULE?	YES / NO (Circle one)
CLIENT CONTACT NAME FOR PROJECT:	
CLIENT CONTACT INFORMATION (TELEPHONE NUMBER AND EMAIL):	
NAME(S) OF CONTRACTOR'S KEY PERSONNEL AND SUB-CONTRACTORS (IF USED):	

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Attachment B - LIST OF SUBCONTRACTORS

Subject to the terms of the Contract Documents the Contractor will use only the Subcontractors listed in Attachment B, for Work pursuant to any request to provide such service.

The employment of Subcontractors other than those listed will not be permitted without the prior written approval of the City. The City may request information indicating how the Subcontractors listed qualify in experience and background.

(a) Subcontractor Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

(b) Subcontractor Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

(c) Subcontractor Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

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Attachment C

AREAS OF EXPERTISE

Applicants are to describe their area(s) of expertise, and indicate the number of related years of experience.

	AREA OF EXPERTISE	NUMBER OF YEARS OF EXPERIENCE
1		
2		
3		

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Attachment D

SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All suppliers are to complete and submit this form with Applications to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorized signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation: "As an authorized signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Proponent _____

Name & Title of Authorized Signatory _____

Signature _____

Date _____

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Attachment E

SUSTAINABILITY

1. List any products/services that are toxic and/or hazardous to the environment, human use, etc.

Item	Description of Toxin/Hazard	Substantiation for Use	Mitigation strategy to reduce the effect of the Toxin/Hazard

2. Identify and advise its standard practice for disposal of obsolete or expired products and/or equipment.

Item	Type of Product/Equipment	Disposal Method

3. Identify and advise its solutions to address and reduce carbon emissions.

Item	Carbon Emission Risk	Solution Use to Reduce Carbon Emissions

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APPENDIX A
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON
PRE-QUALIFIED LIST

APPENDIX A

1.0 DEFINITIONS

In this Request for Applications, the following terms have the following meanings:

- (a) “Applicant” means the business entity signing and delivering this Application and Applicant means any other applicant responding to this Request for Applications and in each case offering to become a contractor (“Contractor”) pursuant to Appendix B - *Form of Agreement*.
- (b) “City” means the City of Vancouver;
- (c) “Contractor” means the Applicant’s acceptance of a request for services in the Form of Agreement as attached in Appendix B.
- (d) “Losses” means, in respect of any matter, all direct and indirect, as well as consequential 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).
- (e) “Pre-Qualified List” means the register(s) kept by the City for determining the status of Applicants who have responded to this RFA and who have responded from time to time to requests by the City for Service pursuant to the Form of Agreement.
- (f) “Request for Applications” or “RFA” means this request for applications and the application, evaluation, approval, rejection and all other aspects of the application, registration and termination of registration contemplated by this request for applications, including without limitation and by way of example only, the placing of the Applicant on the Pre-Qualified List, the position on the Pre-Qualified List which the City places the Applicant from time to time, and the removal of the Applicant from the Pre-Qualified List by the City for any reason, including without limitation breaches of the terms and conditions set out in this RFA.
- (g) “Service” or “Street Civil Works Services” means the services provided by an Applicant then registered on the Pre-Qualified List in response to the City’s request for service pursuant to the Form of Agreement.
- (h) “City Engineer” refers to the employee of the City having that title and includes employees acting as assistants, deputies or other authorized delegates of the City Engineer.

2.0 NO LEGAL OBLIGATION ASSUMED BY CITY

Despite any other term of this RFA, the City has no legal duty or obligation to the Applicant in respect of this RFA, unless and until the City requests Service from the Applicant for any given project and the Applicant elects to provide Service (and then only those duties and obligations which are expressed in the Form of Agreement and only for the contract formed in respect of the Services provided for that project).

3.0 EVALUATION OF APPLICATIONS/ADMINISTRATION OF PRE-QUALIFIED LIST

3.1 Pre-Qualified List Policy - Subject to Change

Without any way limiting the scope of the legal terms and conditions set out in this RFA, this Section 3.0 sets out the City’s current policies and procedures with respect to

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making requests for Street Civil Works Services and registering Applicants on the Pre-Qualified List. However, these policies and procedures are set out for convenience of reference only, are not legally binding on the City, do not form or give rise to legal rights or obligations on the part of the City or the Applicant, and may be unilaterally changed with or without notice by the City at any time and from time to time in the sole discretion of the City in order to meet any changes in the City's operational needs or to respond to market or other changes affecting the supply and demand for the Service.

3.2 Maintenance of Pre-Qualified List

The City Engineer will maintain the master copy of the Pre-Qualified List and may, at the City Engineer's option add, remove, and alter the relative positions of each Applicant in accordance with the response times, availability, service quality and any other relevant performance ratings made of any given applicant by the City Engineer.

3.3 Maintain Insurance Requirement

It is the responsibility of the Contractor to submit valid insurance requirements for the Contractor and its Sub-Contractors. The insurance requirements are stated in Appendix B - Form of Agreement. In the event the Contractor's or any of its Sub-Contractor's insurance expires, the Contractor and its Sub-Contractors will be removed from the Pre-Qualified List.

3.4 Insurance Requirements

Applicants to this RFA shall include in their Application, a completed Certificate of Existing Insurance, attached as Appendix E, duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not, then to what extent) they will be able to comply with the insurance requirements set out in Appendix B, should they be selected for placement on the Pre-Qualified list.

3.5 Applicants Rated by Performance

The City Engineer will rate Applicants on a standard form which will include factors relevant to the City's operational needs. By way of example only, Applicants who are regularly unavailable, when called, might be removed from or have their rating lowered on the Pre-Qualified List particularly where there is a sufficient supply of other Applicants who are then responding when called.

3.6 Pre-Qualified List Used as Basis for Requests for Service

Applicants registered on the Pre-Qualified List will be requested to provide Street Civil Works Services as operationally required by the City, and not always in accordance with their ratings on the Pre-Qualified List.

3.7 Requests for Further Information

At any time and from time to time, the City may request that the Applicant provide updated corporate records, and any other relevant documentation to evidence the Applicant's compliance with the City's then policies.

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3.8 Requests for Consent to Change

In the event that the Applicant is contemplating any change which might result in removal of the Applicant from the Pre-Qualified List and the Applicant wishes to remain on the Pre-Qualified List, the Applicant may submit a request to revise its Application to the City Engineer, who will then evaluate the request and may either reject the request, accept the request or accept the request subject to the Applicant satisfying certain conditions.

3.9 This Section 3.0 - General Guidance Only - Not Part of Legal Terms and Conditions

As set out in Section 3.1 above, no part of this Section 3.0 will create any legal rights or obligations and the whole of this Section 3.0 is completely subject to and governed entirely by the other terms and conditions of this Appendix A.

4.0 LEGAL TERMS AND CONDITIONS OF APPLICATION PROCESS

4.1 Compliance/Non-Compliance

Any Application which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of this RFA or, which otherwise fails to conform to this RFA may or may not be rejected by the City at the City's sole discretion. Accordingly, the City may at its own discretion waive any non-compliance with the RFA, or any of its requirements or expectations including the timing of delivery or any other aspect of the RFA and may at its own discretion elect to retain for consideration Applications which are non-conforming, which do not contain the content or form required by the RFA or because they have not complied with the process for submission set out in this RFA.

4.2 Late Applications (If Applicable)

Applications received after the Closing Time (if applicable to this RFA) or in locations other than the address indicated, may or may not be considered or reviewed by the City and may or may not be returned unopened.

4.3 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFA process at all times. Accordingly, the Applicant's Application or any other Application from any other applicant need not necessarily be reviewed or considered or evaluated and need not necessarily be reviewed, considered or evaluated in accordance with the policies and procedures set out in this RFA and the City reserves the right to

- (a) continue, interrupt, cease or modify its review, evaluation, negotiation, ranking and registration process on the Pre-Qualified List and any or all Applications,
- (b) modify the City's policies and procedures regarding the Pre-Qualified List, cancel the use of the Pre-Qualified List entirely and adopt a different out-sourcing or own forces approach to obtaining the Service,

at any time without further explanation or notification to any of the applicants subject only and always to the express legal terms and conditions set out in Sections 2.0, and 4.0 through 11.0 of this Appendix A.

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5.0 DISCUSSIONS AND NEGOTIATIONS

The City may at any time prior to requesting Service from any Applicant, discuss/negotiate changes to the scope of the RFA, modify the terms of the Form of Agreement, or any of the terms or conditions of this RFA or the Form of Agreement with any one or more of the Applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application or the Form of Agreement as a result of discussions or negotiations with other Applicants or changes to this RFA or the Form of Agreement, and, without limiting the general scope of Sections 2.0 and 6.0 through 9.0 of this Appendix A, and by way of example only, the City will have no liability to any Applicant as a result of such discussions, negotiations or changes.

6.0 LEGAL RIGHTS AND OBLIGATIONS ARISING FROM RFA RESTRICTED IN SCOPE

6.1 Scope is Expressly Set out in Sections 2.0, and 4.0 through 11.0

Despite any other term, expressed or implied, of this RFA, the City and Applicant agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to this RFA will be absolutely and unconditionally subject to Section 2.0, and Sections 4.0 through 11.0 of this Appendix A.

6.2 No Duty

The City has no legally enforceable duty or obligation to the Applicant except in the circumstances and except to the restricted extent set out in Sections 9.0 and 10.0 of this Appendix A.

6.3 Applicant's Risk

The Applicant acknowledges that the City is a public body required by law to act in the public interest to fulfil the operational requirements for the efficient management of the City's municipal infrastructure. Accordingly, in no event does the City owe to the Applicant (as opposed to the public):

- (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process; or
- (b) any contract or tort law duty to preserve the integrity of the RFA process, and the Applicant now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in this RFA on this basis.

6.4 Applicant's Cost

The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing this Application and participating in this RFA process.

7.0 RELEASE

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

REQUEST FOR APPLICATIONS RFA NO. PS20130204
APPENDIX A
LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON
PRE-QUALIFIED LIST

- (a) any alleged or actual breach by the City of this RFA (it being acknowledged and agreed that to the best of the parties knowledge, the City has no obligation or duty under this RFA which it could breach (other than wholly unanticipated obligations or duties which are then subsequently alleged or imposed)),
- (b) any unintentional tort of the City occurring in the course of conducting this RFA,
- (c) the Applicant preparing and submitting the Application,
- (d) The City accepting or rejecting the Application or any other submission, placing or failing to place an Applicant on the Pre-Qualified List, placing or failing to place an Applicant on a certain position on the Pre-Qualified List, removing or failing to remove an Applicant from the Pre-Qualified List,
- (e) the manner in which the City
 - (i) reviews, considers, evaluates or negotiates any Application, or Street Civil Works Services Contract,
 - (ii) deals with or fails to deal with any applicant or Application,
 - (iii) decides to place, rate, position or remove or not place, rate, position or remove an applicant on or from the Pre-Qualified List,
 - (iv) administers the Applications, Pre-Qualified List and Applicant(s) in respect to the Pre-Qualified List, or
 - (v) decides to cancel the use of the Pre-Qualified List and adopt an alternative form of obtaining the Street Civil Works services, whether by public tender, use of City employees, or otherwise, or
- (f) the Applicant(s), if any, whom the City places, rates, positions, removes or fails to place, rate, position or remove on or from the Pre-Qualified List.

8.0 INDEMNITY

- 8.1 The Applicant shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, subcontractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 8.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 8.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.

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- 8.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of the Form of Agreement and in subsequent use and/or operation by the City.

9.0 LIMITATION

In the event that, with respect to anything relating to this RFA, the City or its officials or employees are found to have breached any duty or obligation of any kind to the Applicant or its employees, subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its employees, subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

10.0 DISPUTE RESOLUTION

10.1 Commercial Arbitration

Any dispute relating in any manner to this RFA, excepting only any disputes arising between the City and any Contractor in respect to any Service requested by the City and provided by the Contractor pursuant to a Form of Agreement, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services.
- (b) Section 2.0, and Sections 4.0 through 11.0 of this Appendix A will:
 - (i) bind the City, Applicant and the arbitrator, and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Applicant will bear all costs of the arbitration.
- (d) The arbitration will be held in the City of Vancouver.

10.2 British Columbia Law Governs

The laws of British Columbia will apply to this RFA and subject always to Section 10.1, the City and Applicant now irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

10.3 Entire Agreement

The provisions of this RFA constitute the entire agreement between the parties with respect to all matters arising from or relating to this RFA and the Pre-Qualified List. No amendments to the legally binding portions of this RFA will be binding on the City or the Applicant unless the same are agreed to in writing by both the City and the Applicant.

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11.0 RFA IS CITY PROPERTY/APPLICATION BECOMES CITY PROPERTY

This RFA is proprietary to the City and copyright and all related intellectual property rights in and to this RFA are and will remain vested in the City at all times. Any and all documentation submitted by the Applicant in response to this RFA, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application or any supporting documentation to the Applicant.



**REQUEST FOR APPLICATIONS (“RFA”) NO.
PS20130204
PRE-QUALIFICATION OF CONTRACTORS TO
PROVIDE STREET CIVIL WORKS SERVICES**

FORM OF AGREEMENT

between

and
CITY OF VANCOUVER

_____, 2013

REQUEST FOR APPLICATIONS NO. PS20130204
PRE-QUALIFICATION FOR CONTRACTORS TO PROVIDE STREET CIVIL WORKS
SERVICES
APPENDIX B – FORM OF AGREEMENT

This AGREEMENT is made as of the ____ day of _____.

BETWEEN:

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

(hereinafter referred to as the “Owner”)

OF THE FIRST PART

AND:

[NTD: INSERT CONTRACTOR NAME/ADDRESS]

(hereinafter referred to as the “Contractor”)

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE 1 ROLE OF THE ENGINEER

The Owner hereby designates and appoints the Engineer as its sole and exclusive agent for the purpose of 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 as its sole and exclusive agent.

ARTICLE 2 WORK

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

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).

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APPENDIX B – FORM OF AGREEMENT

ARTICLE 3 CONTRACT DOCUMENTS

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

- (a) this Agreement and the following Schedules:
 - (i) Schedule 1 - General Conditions;
 - (ii) Schedule 2 - List of Specifications and Drawings (the listed Specifications and Drawings are incorporated by reference);
 - (iii) Schedule 3 - Schedule of Quantities and Prices;
 - (iv) Schedule 4 - Subcontractors and Suppliers;
 - (v) Schedule 5 -Project Schedule;
 - (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
 - (vii) Schedule 7 - Insurance Certificate;
 - (viii) Schedule 8 - Not Used
 - (ix) Schedule 9 - Force Account Labour and Equipment Rates;
 - (x) the Form of Tender submitted by the Contractor, dated [insert], titled [insert] (incorporated by reference);
 - (xi) the Specifications and Drawings;
 - (xii) [the Traffic Management Plan provided by the Contractor to the City (incorporated by reference)];
 - (xiii) [the Site Specific Safety and Health Plan provided by the Contractor to the City (incorporated by reference)];
 - (xiv) [insert any other relevant documents to be incorporated by reference].

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

ARTICLE 4 SCHEDULE OF WORK

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

4.2 The Contractor will perform the Work diligently and in accordance with the Construction Schedule attached as a Schedule to this Agreement. The Contractor will:

- (a) achieve Substantial Performance on or before [_____]; and

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APPENDIX B – FORM OF AGREEMENT

(b) achieve Total Performance of the Work by [_____],

(collectively, the “**Contract Time**”), subject to the provisions of the Contract Documents for adjustments to the Contract Time.

4.3 Time shall be of the essence in this Contract.

ARTICLE 5 PAYMENT

5.1 Contract Price

- (a) The Contract Price (which excludes HST but otherwise includes all applicable fees, all municipal taxes, all permits and inspection costs, and all customs and excise import duties and WorkSafeBC assessments relating to the Work) to do, perform and supply all the Work in accordance with, and perform all the obligations specified by the Contract Documents is **[insert Contract Price which excludes GST]**.
- (b) All HST payable by the Owner to the Contractor is **[insert applicable amount of GST]**. This amount is not included in the Contract Price.
- (c) All amounts are in Canadian Funds.
- (d) The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

5.2 Application for Payment

- (a) 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.
- (b) On Substantial Performance being certified in accordance with the procedures set out in Section 1 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.
- (c) 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.

5.3 Payment

- (a) The payment for any Work under this Contract which shall be made to the Contractor by the Owner shall not be construed as an acceptance of any Work as being in accordance with the Contract Documents. The issuance of the Certificate of Total Performance shall constitute a waiver by the Contractor of all claims except those previously made in writing and still unsettled, if any, and specified by the Contractor in its application for final payment pursuant to Section 5.2(c) above.
- (b) Payments to the Contractor will be made by the Owner as follows:

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- (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 Working Days and shall be given the opportunity to defend the Contractor's application without delay.
- (ii) Within thirty 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 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 GC 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 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 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 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.

5.4 Interest on Overdue Payments

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

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ARTICLE 6 NOTICES

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

Contractor:

[NTD: Insert Contractor information.]

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

Owner:

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

Attention: **[insert]**

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

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ARTICLE 7 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 executed this Agreement on the date first herein above written.

CITY OF VANCOUVER

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CONTRACTOR]

by its authorized signatories:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

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SCHEDULE 1 – GENERAL CONDITIONS

GC.1 DEFINITIONS

Where used in this Agreement, unless otherwise defined:

“AC” means asphalt cement;

“Certificate of Insurance” means, subject always to GC.53, a certificate of insurance duly completed by the Contractor’s insurers or insurance brokers, in a form acceptable to the Owner;

“Certificate of Substantial Performance” means, subject always to Section 5.3 of the 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;

“Certificate of Total Performance” means subject always to section 5.3 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;

“City” or “Owner” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of Granville Street, but expressly excludes the City of Vancouver, acting in its regulatory capacity;

“Construction Schedule” has the meaning set out in GC.22;

“Contract” means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents;

“Contract Documents” means the documents set out in Article 3 of the Agreement;

“Contract Price” means the amount stipulated in Article 4 - Payment of the Agreement;

“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;

“Engineer” means the Engineer as defined in the Agreement or his delegate, who may be an employee of the City or an independent engineer engaged by the City on its behalf;

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

“Force Account Work” means work directed by the Owner pursuant to Appendix B, Schedule 1, General Condition GC.47;

“GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;

“Notice of Award” has the meaning set out in the Form of Tender;

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“Notice to Proceed” has the meaning set out in the Form of Tender;

“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;

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

“Products” means material (including, but not limited to 115RE rail, concrete ties, Pandrol e-clips, insulators, pads, ballast, sub ballast, soils, site furnishings, machinery, equipment, goods and fixtures) incorporated or to be incorporated in the Work as required by the Contract Documents;

“Site” means the place or places where the Work under the Contract is to be carried out, erected, built or constructed;

“Specifications” mean the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work;

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

“Substantial Performance” means that the Contract is “substantially performed” in accordance with the criteria set out in Section 1(2) of the *Builders Lien Act*;

“Surety” means the company which executes a bond required by the Contract to be furnished to the Owner;

“Total Performance” means when all the Work, including all deficiencies but excluding any correction of completed Work that appears during the warranty period set out in GC.51 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;

“Traffic Management Plan” has the meaning set out in GC.36;

“Vancouver Park Board” means the City as represented by its Board of Parks and Recreation;

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

“WorkSafeBC/OHS Regulation” means the WCA, and all regulations thereto, including, without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99), as amended or re-enacted from time to time;

“Work” or **“Works”** means (unless the context requires a different meaning) the total construction and related services required by the Contract Documents, including all materials, matters, Products and things required to be done or supplied therefor, and all work(s) mentioned or referred to in the Contract Documents, including all extra or additional work or

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SCHEDULE 1 – GENERAL CONDITIONS

materials, matters or things which may be ordered by the Owner or the Engineer as herein provided;

“**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 Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

- (a) the portion of the Contract Documents most favourable to the Owner will be deemed to be correct;
- (b) the more 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, Tables, 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 and Tables 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, Tables, or other Contract Documents and the actual conditions revealed during the progress of the Work, or otherwise.

The Contractor agrees that the Contractor has satisfied him/herself by the Contractor’s own investigation and research regarding all conditions, that the Contractor’s conclusion to enter into the Contract is based upon such investigation and that the Contractor will make no claim

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SCHEDULE 1 – GENERAL CONDITIONS

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, Tables, Specifications or any other Contract Documents as to the soil or material borings or tests of existing material is not guaranteed, and no claim for extra work or damages will be considered if it is found during construction that the actual soil or material conditions vary from those indicated.

GC.4 MASTER MUNICIPAL SPECIFICATIONS AND STANDARD DETAIL DRAWINGS

All references to “Drawings”, “Specifications”, “Master Specifications”, “Master Municipal Specifications”, “Technical Specifications” include the Master Municipal Construction Document (“MMCD”) and Standard Detail Drawings (printing 2000), [as supplemented by the City of Vancouver Street Restoration Manual (Rev. August 2008)]. For certainty, all of Volume I and the following parts of Volume II of the MMCD are expressly excluded from the Contract Documents: Instruction to Tenderers - Part II. General Conditions (including Schedule 17.5.3 Letter Agreement with Referee, Changes Flow Chart, and Dispute Resolution Flow Chart).

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 50% of the Contract Price as surety for the due and proper performance of the Contract including the 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 50% of the Contract Price 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 WORKSAFE BC COVERAGE AND CONTRACTOR TO BE PRIME CONTRACTOR

1. **Payment of WorkSafeBC (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 WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.
2. **Prime Contractor** - Unless otherwise specified in the Contract Documents or notified to the contrary by the Engineer, the Contractor is the “Prime Contractor” for the purpose of all Applicable Laws relative to occupational health and safety, including the discharge of all duties of the “Prime Contractor” under the Workers Compensation Act (British Columbia), notwithstanding that the Owner, the Engineer or an Other Contractor may provide from time to time some of the

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SCHEDULE 1 – GENERAL CONDITIONS

services normally provided by such “Prime Contractor”. In this GC.7 “Prime Contractor” means the contractor so defined under the Workers Compensation Act (British Columbia).

If the Contractor is the “Prime Contractor”, the Contractor shall:

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

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

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

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

- a. *Reporting:* report immediately to the “Prime Contractor” (if not the Contractor) and the Engineer all accidents and injuries of any kind or severity occurring on or about the Site and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;
- b. *Written Confirmation:* confirm in writing each report made under subparagraph (a); and

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- c. *City Policy:* respect and adhere to Owner's safety and training policies relative to the Site and the Work.

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

3. **Initial Proof of WorkSafeBC Registration/Good Standing** - Within five 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 WorkSafeBC registration numbers.
4. **Subsequent Proof of WorkSafeBC Registration/Good Standing** - Within five 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 WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
5. **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 WorkSafeBC/H&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 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.
6. **Special Indemnity Against WorkSafeBC 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:
 - (a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
 - (b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC/H&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or
 - (c) any breach of the Contractor's obligations under this General Condition.

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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 5 of the Agreement and to the Contractor's warranty obligations.

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GC.10 DELAY IN PROGRESS OF THE WORK

1. Delays

- (a) If the Contractor is delayed in the performance of the Work by an act, omission or wilful default of the Owner, or the Engineer, or anyone employed or engaged by them, contrary to the provisions of the Contract Documents, then the time fixed herein for completion shall be extended for such reasonable time as the Engineer may decide.
- (b) If the Contractor is delayed in the performance of the Work by 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.
- (c) If the Contractor is delayed in the performance of the Work by labour strikes, fire, or by 'unforeseeable causes beyond the Contractor's control, then the time fixed for completion herein shall be extended for such reasonable time as the Engineer may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension 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.
- (d) The Engineer may, from time to time and for such period as the Engineer may deem expedient, suspend in whole or in part, the performance of the Work under the Contract, and the Engineer will order the time herein fixed for the completion of the Work to be extended for a period which is deemed by the Engineer equivalent to the time lost by reason of such suspension.
- (e) No extension shall be made for delay unless written notice of claim is given to the Engineer not later than seven 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.
- (f) In the event that the Work is delayed or suspended in accordance with:
 - (i) Sections 1(a) or (d) 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 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 Section 1(a) or a suspension pursuant to Section 1(d), a sum equal to five percent of such approved, unavoidable direct costs (in lieu of all profit) shall also be allowed. Despite any other term of this Contract, in no event will the 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 for each Working Day of delay or two percent of the Contract Price. All unavoidable direct costs claimed by the Contractor must be submitted and substantiated to the Engineer for verification on a weekly basis as incurred, failing which, they shall not be considered nor payable by the City.

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Authorization for any payment of the claim shall only be given by written Work Order, duly signed and issued by the Engineer; and

- (ii) Sections 1(b) or 1(c), the Contractor shall not be entitled to payment for any costs, loss, or damages incurred as the result of such delay and despite any other term of this Contract, the 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.

2. 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.

3. 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.

4. 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 itself as to the accuracy of the said copies in every detail. Any additional copies desired will be furnished by the Engineer at cost to the Contractor.

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

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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

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.

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 Price 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.

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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 COMMUNICATIONS WITH CONTRACTOR

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

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

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

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

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GC.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 calendar 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

Within five Working Days of receipt of the Notice of Award, the Contractor shall furnish the Engineer with a complete construction schedule ("**Construction Schedule**") consistent with the Total Performance date set out in the Form of Tender, as well as the preliminary construction schedule provided in the Form of Tender, and showing all material dates on which each material component of the Contractor's proposed program of operations will be performed so as to attain Total Performance on the required date. The Construction Schedule must include the various subdivisions of the Work and the dates of commencing and finishing of each. The Construction Schedule shall be completed using Microsoft Project or other scheduling software as approved by the Engineer.

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The form of the Construction Schedule must be approved by the Engineer. On the last day of each calendar month, an updated copy of the Construction 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 deviations or proposed changes in the submitted Construction Schedule. If, in the opinion of the Engineer, the Construction Schedule as submitted is inadequate to ensure the completion of the Work within the time limited therefor, or is otherwise not in accordance with the Tender, or if the Work is not being adequately or properly prosecuted in any respect, the Engineer, without derogating from the Owner's rights under the Contract, shall have the right to require the Contractor to submit a new 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

1. Work Delayed by the Contractor

- (a) The Contractor shall at all times provide a sufficient number of skilled personnel to maintain the progress of the Work and compliance with the 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.
- (b) If, in the opinion of the Engineer, the Contractor delays or is about to delay the Work or the progress of any portion of the Work as shown by the 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.

2. Work Accelerated by the Engineer

- (a) 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.
- (b) 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.

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3. **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.

4. **Execution of Other Works or Contracts**

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

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not be a source of inconvenience, complaint or nuisance to the public or to others in the vicinity of the Site.

The Contractor shall make all necessary arrangements with the Engineering Department of the 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 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

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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 Work Site on completion of the Work.

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

GC.32 WORK AREAS AND CONTRACT LIMITS

The Contractor shall, as far as is practicable, confine operations to the Engineer's specified area within the Work Site. Any land or property outside Work 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 its own arrangements for the use of such land or property and for the compensation of its owners.

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 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. There will be zero tolerance on overloading trucks and untarped loads.

[Note: The City of Vancouver Street and Traffic By-Law 2849 - Spilling of Vehicle Loads on Streets - Securing of Loads.

- 99.(2)(a) No person shall drive, ride, or propel any vehicle containing any sawdust, solid waste, liquid waste, dirt, gravel, rocks, or other loose material on any street in the City unless such vehicles are kept tightly and securely covered in such a manner as to prevent any of the load from being blown, dropped or spilled from such vehicle.]**

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All vehicles must be inspected prior to leaving a site to ensure that loads are properly secured and tarped and that there is no debris on the vehicle and no debris or rocks between the tires.

GC.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.

Within five Working Days of receipt of the Notice of Award, or at any other time within two Working Days of such request by the Engineer, the Contractor shall submit a detailed Traffic Management Plan for the Engineer's approval incorporating all aspects of the preliminary traffic management plan provided with the Form of Tender as well as all further details then available to the Contractor or reasonably requested by the Engineer in preparation for commencement of the Work following receipt of a Notice to Proceed.

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 Sites at least once per day.

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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 Engineer. If these vehicles are still parked when work commences, the Engineer 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 Engineer, 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 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.

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GC.40 FIRE, SECURITY AND SAFETY REGULATIONS

1. 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.

2. Loss Control

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

3. Safety

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

The Contractor shall be fully responsible for taking all necessary precautions for the safety of the Contractor's workers on the Site or of complying with all applicable safety laws and regulations, 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

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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

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

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

Existing utilities are shown on the Drawings. These, however, are shown for convenience only and the Owner assumes no responsibility for improper locations, or failure to show utility locations on the construction plans. The Contractor shall prove its locations by obtaining relevant City of Vancouver plans and uncovering the utilities on site at no extra cost to the Owner.

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

The Contractor shall at all times ensure that the fire hydrants are not obstructed.

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

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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 Price 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, and to the extent that, in the opinion of the Engineer some or none of the unit or lump sum prices aforesaid apply, then using the hourly rates set out in the Schedule of Force Account Labour and Equipment Rates; 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 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

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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 12 months from the date of issuance of the Certificate of Substantial Performance and make good in a permanent manner satisfactory to the Owner any defects arising from any of these causes. Where the Contract Documents provide for a warranty of greater scope or duration than set out in this General Condition, the broader and longer warranty provisions will apply.

Whether the Contractor should replace defective Products or Work, or repair the same, shall be determined by the Engineer. Should the Contractor fail to make good defects within three Working Days after being notified by the Owner to do so, the Owner at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC.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,

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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. All Risk Course of Construction Insurance

(a) Coverage

"All Risks" of physical loss or damage.

(b) Property Insured

(i) At Site

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

(ii) Transit

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

(iii) Off Site

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

(c) Insureds

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

(d) Term

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

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(e) ***Limit and Deductibles at Site***

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

2. **“Wrap Up Liability Insurance”**

(a) ***Insureds***

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

(b) ***Limits***

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

(c) ***Extensions of Coverage***

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

(d) ***Deductibles***

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Deductible not to exceed \$5,000.

(e) ***Cross Liability***

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

(f) ***Term***

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

(g) ***Waiver of Subrogation***

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive 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.

3. **Automobile Insurance**

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, the minimum limits as follows: Bodily injury and property damage (third party limit) inclusive limit **\$5,000,000**.

4. **Contractor's Equipment Insurance**

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

5. **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 within five Working Days of issuance of the Notice of Award, a Certificate of Insurance, and where required by the Owner's Director of Risk Management, certified copies of all policies and endorsements evidencing the placement and endorsement of insurance in accordance with this 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 15 calendar 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

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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 **sixty (60)** calendar 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 its Subcontractors shall provide at its own cost any additional insurance which it 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.
6. The Contractor will obtain or cause its Subcontractors to obtain Hull and Machinery Insurance with a minimum limit of not less than the full value of such vessel, barge or equipment and a deductible of not more than \$5,000 protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors. This policy shall contain a Waiver of Subrogation that in the event of a loss or damage and upon payment of claim hereunder, the Insurer will waive his/her subrogation against the Owner (City), its officers, officials and employees.
7. The Contractor will obtain or cause its Subcontractors to obtain Protection and Indemnity Insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, the Subcontractors, or their employees, agents or subcontractors, with a minimum limit of not less than \$5,000,000 per occurrence and a deductible of not more than \$5,000. This policy shall name the City, its officials, officers, employees and agents as an additional insured or co-insured.

GC.54 WORKSAFEBC ASSESSMENTS

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

GC.55 CLAIMS FOR WAGES

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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 any portion of the Contract or of the Work but must carry out the Work with its own men or subcontract under the Contractor's supervision. This Section however does not apply to the furnishing of material for the different parts of the Work, for which material, however, the Contractor will be held strictly responsible, and no excuse for the quality of the material or for the non-delivery in good time by any Subcontractor, as affecting the progress of the Work, will be entertained, nor will the

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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

1. Payment Certifier

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

2. Certificate for Substantial Performance

- (a) 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:
 - (i) the "as constructed record plans" of the Work required by GC.13 - Record Plans;
 - (ii) documentation showing compliance with WCB requirements; and
 - (iii) a sworn declaration in a form acceptable to the Engineer that all amounts relating to the Work, due and owing as of the end of the month covered by Section 5.3 of the Form of Agreement to third parties including all Subcontractors and suppliers, have been paid.
- (b) 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.
- (c) 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.

3. 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 Section 4(b) of GC.60 and to the reasonable satisfaction of the Engineer, the Engineer will issue the Certificate of Total Performance.

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4. 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.

- (a) 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.

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

5. Other Documentation

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

6. Books Open for Inspection

The Contractor's payrolls, time-books, books of account, invoices, receipt and statements relating to 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

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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

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

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

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

The Engineer may take possession of all Products, equipment, tools, structures and appliances belonging to or provided by the Contractor located on the Site which the Engineer deems necessary to prosecute the Work which possession the Contractor hereby pledges to the Engineer as agent for and on behalf of the Owner, as security for the performance of the Contract and the Work, provided that upon completion of the Work the Engineer shall return to the Contractor or 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.

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

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pursuant to this GC.62, together with the compensation for liquidated damages, if any, from the date fixed for the Total Performance of the Work, and the same may be deducted or collected by the Owner as provided by GC.58.

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.

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

No proceeding taken pursuant to this GC.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 co-ordinate submittals with the requirements of the Contract Documents and shall allow 14 calendar 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 the Canada Revenue Agency 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.

GC.65 RELEASE AND INDEMNIFICATION

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.

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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.

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.

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

GC.66 NO PROMOTION OF RELATIONSHIP WITH THE CITY

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).

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SCHEDULE 2 - LIST OF SPECIFICATIONS AND DRAWINGS

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SCHEDULE 3 - SCHEDULE OF QUANTITIES AND PRICES

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SCHEDULE 4 - SUBCONTRACTORS AND SUPPLIERS

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SCHEDULE 5 - PROJECT SCHEDULE

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SCHEDULE 6 - PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

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SCHEDULE 7 - INSURANCE CERTIFICATE

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SCHEDULE 8 - NOT USED

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APPENDIX C
REQUIREMENTS

APPENDIX C - REQUIREMENTS

1.0 TABLE OF PAY ITEMS [refer to password protected file]

Estimated quantities for each individual project will be made available to the Contractor with each request for service.

The rates set out in Appendix C - Part 1 of 3 - Table of Pay Items will apply to each request for service. Prices quoted will be exclusive of all taxes, F.O.B. destination to the Work Site, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

2.0 FORCE ACCOUNT LABOUR RATES - EXTRA WORK [refer to password protected file]

The rates set out in Appendix C - Part 2 of 3 - Force Account Labour Rates - Extra Work Only will apply only where and to the extent **Appendix B, Schedule 1, GC.47** applies, and will be all-inclusive, except only for HST.

3.0 FORCE ACCOUNT EQUIPMENT RATES - EXTRA WORK [refer to password protected file]

The rates set out in Appendix C - Part 3 of 3 - Force Account Equipment Rates - Extra Work Only will apply only where and to the extent **Appendix B, Schedule 1, GC.47** applies, and is deemed to be an all-inclusive rate, except for HST, subject always to the terms and conditions of **Appendix B, Schedule 1, GC.47**.

4.0 COMPANY PROFILE

Describe your company history, ownership, organizational structure, business sector, and all affiliated companies.

4.0 KEY PERSONNEL

Name your proposed superintendent and attach his/her resume of experience. In the following table, list your superintendent's experience working on projects that involved road construction, paving or installation of p.c. curbs and sidewalks. **It is a mandatory requirement that your superintendent have experience on at least one project involving road construction, paving or installation of p.c. curbs and sidewalks.** The Contractor shall provide references upon the City's request.

Name of Superintendent: _____

Project	Location	Year	Contract Value

Name your proposed back-up to superintendent and attach his/her resume of experience. In the following table, list the back-up superintendent's experience working on projects that involved road construction, paving or installation of p.c. curbs and sidewalks. **It is a mandatory**

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requirement that the back-up superintendent have experience on at least one project involving road construction, paving or installation of p.c. curbs and sidewalks. The Contractor shall provide references upon the City's request.

Name of Back-up Superintendent: _____

Project	Location	Year	Contract Value

6.0 LOCATION OF ASPHALT PLANT

Please provide the location of the asphalt plant that will be supplying asphalt under the terms of the contract:

Location of asphalt plant: _____

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APPENDIX D
PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

- a) **“OH&S Regulation”** means Occupational Health & Safety Regulation (British Columbia Regulation 296/97), enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) **“Owner”** means City of Vancouver;
- c) **“Place of the Work”** means the work site at [insert site] British Columbia and as shown;
- d) **“Prime Contractor”** means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) **“Project”** means [insert Work definition], at [insert Street Location], as contemplated by the Contract Documents, and includes all the Work;
- f) **“WCA”** means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) **“WCB”** means the Worker’s Compensation Board of British Columbia;
- h) **“WCB Legislation”** means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of Worksafe BC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) **“WorksafeBC”** means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

All other capitalized terms used in this Prime Contractor Agreement have the meanings given to them in the Contract Documents of which this Prime Contractor Agreement is a part, as applicable.

2.0 PRIME CONTRACTOR’S RESPONSIBILITIES

- a) **Proof of Qualification to act as Prime Contractor**
 - i) The Prime Contractor is to provide a copy of its WorksafeBC “Clearance Letter”, a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
 - ii) The Prime Contractor is to notify the Owner of any changes of status with WorksafeBC or WCB during the course of the Project.

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PRIME CONTRACTOR AGREEMENT FORM

- b) **After the Prime Contractor has been designated and before Work has commenced, the Prime Contractor shall:**
- i) Conduct all necessary and appropriate inquiries of all relevant Owner staff and records in order to verify in writing to the Owner that the Owner has given to the Contractor all information known to the Owner that is necessary to identify and eliminate or control hazards to the health and safety of persons at the Place of the Work.
 - ii) Conduct a pre-contract hazard assessment and carefully review, and plan to address, all hazards identified in that assessment.
 - iii) Inform all other employers whose employees are providing services for the Project at the Place of the Work, that it is the Prime Contractor.
 - iv) Establish and maintain a system or process to ensure all employers, employees and visitors at/to the Place of the Work comply with the WCA, the OH&S Regulation and the requirements of WorksafeBC. The Prime Contractor will thus be responsible for site orientation and hazard communication.
 - v) Review and complete a “Pre-Job Meeting Form” if the Owner requests.
 - vi) For construction projects, post the Notice of Project on the Place of the Work and deliver a copy to WorksafeBC at least twenty-four (24) hours before construction commences.
 - vii) Comply with OH&S Regulation 20.2 in respect of the Notice of Project.
 - viii) Identify and set expectations for each subcontractor’s safety contact.
 - ix) Coordinate all safety-related activities, from site orientations to safety committee meetings and toolbox talks, to inspections and incident reviews.
 - x) Inform employers and workers of the workplace hazards associated with the Place of the Work.
 - xi) At the Place of the Work, provide the information listed in WorksafeBC OH&S Regulation 20.3(4).
 - xii) In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorksafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.
- c) **Throughout the term of the Project, the Prime Contractor shall:**
- i) Ensure that all hazards are promptly and appropriately identified and addressed.
 - ii) Ensure the health and safety of the workers on the Project.

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PRIME CONTRACTOR AGREEMENT FORM

- iii) Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
 - iv) Ensure provision of first aid equipment and services as required by the OH&S Regulation.
 - v) Coordinate all occupational health and safety activities for the Project.
 - vi) Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.
 - vii) Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
 - viii) On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
 - ix) In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorksafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.
- d) **Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:**
- i) Comply with all requirements listed in OH&S Regulation Section 20.3(3) and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
 - ii) Coordinate all health and safety activities for the Project.
 - iii) Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
 - iv) Ensure that regular workplace safety meetings are held and documented.
 - v) Know who all other contractors' "Qualified Persons" are.
 - vi) Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

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PRIME CONTRACTOR AGREEMENT FORM

3.0 DESIGNATION AS PRIME CONTRACTOR

By signing this **Prime Contractor Agreement**, the undersigned Contractor accepts all responsibilities of a Prime Contractor as outlined above and in the Owner's Contractor Coordination Program (2003), Part III of the WCA and the OH&S Regulation, as well as any other responsibilities required by WorksafeBC.

As a Contractor signing this Prime Contractor Agreement with the Owner, the undersigned company agrees that the company and its management staff, supervisory staff and workers will comply with the all WorksafeBC requirements, the OH&S Regulation and Part III of the WCA.

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

Any penalties, sanctions or additional costs levied against the Owner, as a result of an action or inaction of the Prime Contractor in its capacity as such, 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.

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

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PRE-QUALIFICATION FOR CONTRACTORS TO PROVIDE STREET CIVIL WORKS
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APPENDIX E

CERTIFICATE OF EXISTING INSURANCE

(to be submitted in Application)



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

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

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

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

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APPENDIX F

LIABILITY INSURANCE CERTIFICATE

(to be submitted upon Award)

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

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

BUSINESS TRADE NAME OR DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

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

Check Additional Extensions where applicable and included:

- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support of property
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 24 months Completed Operations

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: FROM: _____ To: _____

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

Per Occurrence \$ _____ Aggregate \$ _____

Deductible Per Occurrence \$ _____ All Risk Tenants' Legal Liability \$ _____

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

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

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

5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

Limits of Liability (Bodily Injury and Property Damage Inclusive) -

INSURER: _____ Per Occurrence \$ _____

POLICY NUMBER: _____ Aggregate \$ _____

POLICY PERIOD: From _____ to _____ Self-Insured Retention \$ _____

6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

7. POLICY PROVISIONS

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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