



## REQUEST FOR PROPOSAL

VANCOUVER POLICE DEPARTMENT ("VPD")  
ANNEX DOMESTIC REPIPE

REQUEST FOR PROPOSAL ("RFP") No. PS20110558

Issue Date: November 18, 2011

Issued By: City of Vancouver

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REQUEST FOR PROPOSAL NO. PS20110558  
VPD ANNEX DOMESTIC REPIPE  
PART A - INTRODUCTION

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**1.0 OVERVIEW OF RFP**

- 1.1 This Request for Proposal (“RFP”) is an opportunity to submit Proposals for the City’s review and, depending on the City’s evaluation, to negotiate with the City to finalize and execute a contract.
- 1.2 This RFP consists of 4 parts:
- (a) PART A - INTRODUCTION: This part sets out the key dates and contact information for the RFP process;
  - (b) PART B - INSTRUCTION TO PROPONENTS: This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
  - (c) PART C - FORM OF PROPOSAL: This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal; and
  - (d) PART D - DESIGN-BUILD CONTRACT: This part contains the City’s proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

**2.0 KEY DATES**

- 2.1 Proponents should note the following key dates:

Event	Time/Date
Deadline for submission of Information Meeting and Site Visit Response Form	November 25, 2011
Information Meeting and Site Visit	November 29, 2011
Deadline for Enquiries	December 2, 2011  Enquiries received five (5) Business days before the Closing Time may not be processed and may not receive a response. The City’s Purchasing Services Office is open on Business Days from 8:30 am to 4:30 p.m. and closed Saturdays, Sundays, and holidays.
Closing Time	3:00 PM, December 8, 2011

**3.0 CONTACT PERSON**

- 3.1 The Contact Person for this RFP is:

Jim Lowood, Contracting Specialist  
  
604-873-7257

- 3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

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4.0 CLOSING TIME

- 4.1 Proponents should submit their Proposals on or before the date and time as specified in Section 2.1 (the “Closing Time”). Closing Time and “Vancouver time” will be conclusively deemed to be the time shown on the clock used by the City’s Purchasing Services Office for this purpose.

5.0 DELIVERY ADDRESS FOR PROPOSALS

- 5.1 Proponents shall submit their Proposals to the following address:

City of Vancouver Purchasing Services Office  
3rd Floor, East Tower, Suite 310, 555 West 12th Avenue  
Vancouver, British Columbia, Canada, V5Z 3X7

Proposals submitted by fax or email will not be accepted.

## PART B - INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 24 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS and in PART D - DESIGN-BUILD CONTRACT, except where otherwise expressly provided or the context otherwise requires.

### 1.0 OVERVIEW

1.1 This RFP identifies a business opportunity for the successful Proponent to provide a design and perform the construction ("Design/Build") to replace the existing potable water distribution piping system and reconnections to existing plumbing fixtures, shower diverters and equipment at 236 East Cordova Street, Vancouver, B.C ("Work"). The City is requesting Proposals from interested firms with expertise in Design/Build of piping systems in large commercial and public buildings. This Work would include but not be limited to the following:

- a) General Requirements;
- b) Engineering design services by a Professional Engineer registered in the province of British Columbia, these services to be supplemented by letters of assurance as per City requirements;
- c) Demolition and removal of present material;
- d) Construction, including:
  - i) Installation of miscellaneous metals, sealants, fire stopping;
  - ii) Coring and Cutting;
  - iii) Installation of gypsum drywall, furring and plaster repair;
  - iv) Installation of T-bar ceiling;
  - v) Painting;
  - vi) Replacing and making good all areas affected by the construction;
- d) Installation of new hot and cold water plumbing and piping system, including balancing valves, water hammer inhibitors and valves complete with access panels;
- e) Insulation;
- f) Electrical work and equipment;
- g) Installation of electric instantaneous water heater at remote sink locations; and
- h) Record Drawings.

1.2 The new potable water piping installation shall be in coordination with existing architectural, structural, mechanical and electrical features of the building.

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- 1.3 The Contractor is required to work with City's Environmental Department and City appointed consultant concerning abatement including removal and disposal of selected sections that will likely be disturbed through the replacement of domestic water pipes throughout the building. Actual removal and disposal of any hazardous material will be performed by the City supplied abatement contractor only.
- 1.4 The Contractor, the Contractor's employees, the Sub-Contractors and the Sub-Contractor's staff will be required to complete the compulsory VPD "Security Clearance Forms" attached as Appendix 2.
- 1.5 The purpose of this RFP is to select a Proponent with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.
- 1.6 The successful Proponent will be the Proponent who offers the best value which will be assessed in the City's sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.
- 1.7 The requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.
- 2.0 ADMINISTRATIVE REQUIREMENTS
- 2.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.
- 3.0 INFORMATION MEETING AND SITE VISIT
- 3.1 A Proponents' information meeting and site visit (the "Information Meeting and Site Visit") will be held:
- Date: Tuesday, November 29, 2011
- Time: 11:00 AM
- Location: 236 East Cordova Street, Vancouver
- The Information Meeting and Site Visit will include: an overview of the requirements and an overview of the background documents and process. This meeting will also enable Proponents to seek clarification on RFP issues in a communal forum.
- 3.2 Proponents are encouraged to read this RFP and submit any questions relating to this RFP document to the Contact Person prior to the Information Meeting and Site Visit.
- 3.3 All Proponents should pre-register for the Information Meeting and Site Visit by submitting an Information Meeting and Site Visit Attendance Form (Appendix 1 to this Part B) by fax to 604-873-7057 or e-mail to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) by 4:30 PM November 25, 2011
- 3.4 The City will in good faith attempt to give accurate verbal responses to questions during the Information Meeting but Proponents are advised that they may only rely on the formal written response/summary to be issued by the City following the Information Meeting and Site Visit. The formal written response/summary will be issued by the City as soon as possible and will be posted to the City's website as outlined above.

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4.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS

4.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.

4.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in Part A - Introduction. If required, an addendum will be issued and posted on the City's website as outlined above.

5.0 CONTRACT REQUIREMENTS

5.1 Proponents should indicate the extent to which the Design-Build Contract is consistent with their Proposal. If the Proposal is inconsistent with the Design-Build Contract, the Proponent should provide alternative contractual language in their Proposal.

5.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid business license prior to signing the Agreement.

6.0 PRICING

6.1 Pricing is to be submitted, as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.

6.2 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.

6.3 Prices shall be quoted in Canadian currency.

7.0 SUBMISSION OF PROPOSALS

7.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable.*

7.2 Proponents should submit three (3) hard copies of their Proposal in two parts as further described in PART C - FORM OF PROPOSAL (Management Proposal and Pricing Proposal) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above on CD.

7.3 Only the English language may be used in responding to this RFP.

7.4 Proposals received after the Closing Time or in locations other than the address indicated in PART A - Introduction, may or may not be accepted and may or may not be returned.

7.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number.

7.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.



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- 7.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 8.0 PROPOSAL FORMAT
- 8.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 8.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.
- 9.0 BID SECURITY
- 9.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.
- 10.0 OPENING OF PROPOSALS
- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.
- 11.0 EVALUATION OF PROPOSALS
- 11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria as determined by the City in its sole and absolute discretion.
- 11.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City.
- 11.3 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP 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 Proposals as a result of such discussions or negotiations.
- 11.4 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Design-Build Contract. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.
- 11.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

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11.6 The City may request than any or all Sub-Contractors of the Proponent undergo the same evaluation process.

12.0 PROPOSAL APPROVAL

12.1 Proposal approval is contingent on funds being approved and the Proposal being approved by Vancouver City Council or its delegate. Only then may the successful Proponent and the City proceed to settle, draft and sign the Agreement.

12.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Agreement.

12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

12.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:

- (a) accept any Proposal;
- (b) reject any Proposal;
- (c) reject all Proposal;
- (d) accept a Proposal which is not the lowest proposal;
- (e) accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;
- (f) reject a Proposal even if it is the only Proposal received by the City;
- (g) accept all or any part of a Proposal; and
- (h) split the Requirements between one or more Proponents.

13.0 ALTERNATE SOLUTIONS

13.1 If in addition to proposing services which meet the requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.

14.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

14.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

15.0 NON-RESIDENT WITHHOLDING TAX

15.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is

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available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least thirty (30) days before commencing the service.

**16.0 NO OBLIGATION ASSUMED BY CITY**

16.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.

16.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

**17.0 NO CLAIM AGAINST THE CITY**

17.1 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 Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

**18.0 INDEMNITY**

18.1 The Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by any of the Proponent's Sub-Contractors or agents alleging or pleading:

- (a) any breach by the City or its officials or employees of the RFP;
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process; or
- (c) liability on any other basis related to this RFP process.

**19.0 DISPUTE RESOLUTION**

19.1 Any dispute relating in any manner to this RFP process shall 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 17(Release) and Section 18 (Indemnity) will:
  - (i) bind the City, Proponent and the arbitrator; and
  - (ii) survive any and all awards made by the arbitrator; and
- (c) the Proponent will bear all costs of the arbitration.

**20.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION**

20.1 All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.

20.2 The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

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21.0 CONFIDENTIALITY

- 21.1 Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or its delegate on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.
- 21.2 The Proponent irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.
- 21.3 The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.
- 21.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 21.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

22.0 NO PROMOTION

- 22.1 The successful Proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except as may be necessary for the successful Proponent to perform the successful Proponent's obligations under the terms of the Agreement).

23.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 23.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

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24.0 SECURITY SENSITIVE MATERIALS

24.1 Proponents will need to review certain classified material relating to the VPD's and City's infrastructure and tour sensitive areas during the Information Meeting and Site Visit, and to finalize their Proposals.

24.2 The procedure for the release of security-sensitive materials ("SSM") is as follows:

- (a) this RFP (without the SSM) is initially released;
- (b) upon submitting an Information Meeting and Site Visit Attendance Form (Appendix 1) and the Non-Disclosure Agreement (Appendix 4), the City will conduct a basic review of the Proponent; and
- (c) the City will allow the Proponent to attend the Information Meeting and Site Visit and receive any SSM (if applicable) after such review is complete. If after the review the Proponent is deemed to not be suitable to receive any SSM, the City will notify the Proponent of their decision prior to the Information Meeting and Site Visit.

25.0 DEFINITIONS

25.1 For greater certainty, and without limitation to any of this City's rights set out in this RFP, when the terms "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.

25.2 In this RFP, the following terms have the following meanings:

- (a) "Agreement" means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process;
- (b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) "Commercial Proposal" means those portions of the Proposal to be submitted in Envelope One as set out in PART C - FORM OF PROPOSAL;
- (d) "Design-Build Contract" means the sample Agreement included in PART D-DESIGN-BUILD CONTRACT;
- (e) "Losses" means in respect of any matter all:
  - (i) direct or indirect, as well as;
  - (ii) consequential,  
  
claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (f) "Management Proposal" means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;

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- (g) “Project” means the project described in RFP No. PS20110558 -VPD Annex Domestic Repipe;
- (h) “Proponent” means those entities eligible to participate in this RFP process;
- (i) “Proposal” means a proposal submitted in response to the RFP;
- (j) “Proposal Declaration Form” means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City.
- (k) “RFP” means the documents issued by the City as Request for Proposal No. PS20110558 including all addenda; and
- (l) “Sub-Contractors” means any or all Sub-Contractors identified in the Proponent’s Proposal.

All other terms (capitalized or not) have the meanings given to them in the RFP.

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APPENDIX 1



FINANCIAL SERVICES GROUP  
Supply Management

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Request for Proposal No. PS20110558

"VPD Annex Domestic Repipe"

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To acknowledge your intent to attend the Information Meeting and Site Visit being held and to ensure that you receive the required information, please submit this form to the person identified below before 4:30 PM, November 25, 2011. Please also fill out the Non-Disclosure Agreement attached as Appendix 4. PLEASE NOTE THAT THIS SUBMITTAL FORM AND THE NON-DISCLOSURE FORM WILL ONLY BE ACCEPTED IF THEY ARE SENT TOGETHER.

Tamara Jackson

Fax: 6040-873-7057

Email: purchasing@vancouver.ca

Your details:

Proponent's Name:			
	"Proponent"		
Address:			
Key Contact Person:			
Telephone:		Fax:	
E-mail:		Incorporation Date:	

Our company WILL ☐ / WILL NOT ☐ attend the information meeting and site visit for

"RFP No.20110558 -VPD Annex Domestic Repipe"

Name of Company (Please print)
Authorized Signatory
E-mail Address (Please print)
Date

## PART C - FORM OF PROPOSAL

### 1.0 INTRODUCTION

1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.

1.2 The Proponent's Proposal should be submitted in two (2) envelopes/packages:

- (a) Envelope One: Commercial Proposal, including the Proposal Declaration Form; and
- (b) Envelope Two: Management Proposal.

1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One - Commercial Proposal":

- (a) Proposal Declaration Form;
- (b) Pricing;
- (c) Insurance;
- (d) WorksafeBC; and
- (e) Deviations and Variations to the Design-Build Contract.

1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope Two - Management Proposal":

- (a) Company Profile;
- (b) Key Personnel
- (c) References;
- (d) Sub-Contractors;
- (e) Requirements Overview;
- (f) Project Timeline;
- (g) Environmental Responsibility; and
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PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: City of Vancouver Supply Management  
Attention: Jim Lowood, SCMP, Contracting Specialist

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

**1.0 PROPOSAL**

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

**2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION**

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or the Proponent's proposed Sub-Contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City,

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]*

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3.0 NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-Contractors are currently engaged in providing (or are proposing to provide) mechanical services for repiping of the VPD Annex of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's duties of loyalty to these other governmental organizations, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]*

4.0 NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]*

5.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above.]*

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Declaration Form and submits same with the attached Proposal:

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please print)

**SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL**

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

**1.0 PROPOSAL DECLARATION FORM**

- 1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this PART C - FORM OF PROPOSAL, or as otherwise acceptable to the City.

**2.0 PRICING**

- 2.1 The Pricing is divided between the Engineering Design services and Construction phases for evaluation purposes.

a) Engineering Design Services Only

Proponent should provide the following information:

- i) a total maximum fee for the services, inclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in Table 1 below;
- ii) the hourly charge out rates for for all Project team members; with reference to their professional level within the APEGBC (or equivalent), including a breakdown of project lead person, labour wages, burden, overhead and profit
- iii) a breakdown of the total maximum Project fee into the costs associated with each team member, inclusive of fees, disbursements and taxes (except HST);
- iv) a description of all disbursements, including a maximum amount for each;
- v) a description of all costs associated with Sub-Contractors; and
- vi) a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.

The Proponent should copy and customize the Pricing Table set out below for inclusion in their RFP submission:

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TABLE 1: Engineering Design Services

Estimated Fees/Disbursements						
Work Task/Phase/ Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements
PHASE 1 -Investigation and Design				\$	\$	\$
PHASE 2 - Construction Stage				\$	\$	\$
Post Construction Services				\$	\$	\$
Total Fees/ Disbursements				\$	\$	\$

b) Pricing

Proponent should provide the following information:

- i) a schedule of quantities and prices, as per Table 2 below, with the total of the prices provided for each item, including all costs associated with Table 1 Engineering Design Services, equalling the Proposal Price stipulated in the space provided in the Proposal which, for greater certainty, is the Proponent's proposed Contract price (except HST, which is to be shown separately);
- ii) a schedule of Alternate Prices, as per Table 3 below, used to change the scope of the Work upon written instruction from the City. The alternate prices will be applied in accordance with the appropriate clause in the contract. The prices should include all labour, materials, overhead and profit, and other incidental expenses to cover finished work in prices quoted;

TABLE 2: SCHEDULE OF QUANTITIES AND PRICES

Item	Description	Price
1.	General Requirements	\$
2.	Engineering Design Services, Schedules, permits, overhead and profit as per Table 1	\$
3.	Demolition, refuse and redundant material removal	\$
4.	Miscellaneous metals, sealants, fire stopping	\$
5.	X-ray, coring and cutting	\$
6.	Gypsum drywall, furring, plaster T-bar ceiling repairs	\$
7.	Painting	\$

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8.	Potable hot, hot water recirculation and cold water piping system including new PRV station	\$
9.	Installation of backflow preventers for the potable water, fire protection water and irrigation branches	\$
10.	Installation of backflow preventer for the sink water filter system	\$
11.	Installation of electric instantaneous water heater at remote sink locations	\$
12.	Heating system couplings	\$
13.	Piping Insulation	\$
14.	Plumbing equipment	\$
15.	Electrical work & equipment	\$
16.	Record Drawings	\$
17.	Security for Site	\$
18.	Other (including any other work or costs not reflected in the items above but required to complete the Work covered by the Proposal)	\$
	Proposal Price	\$

TABLE 3: LIST OF ALTERNATE PRICES

Item	Description	Price Change to be Added to Proposed Price	
		Unit of Measurement	Unit Price
1.	Supply and installation of replacement wall mounted drink fountain including wall finishing	Unit	\$
2.	Supply and installation of replacement lavatory faucet	Unit	\$
3.	Supply and installation of replacement water closet flush valve	Unit	\$
4.	Supply and installation of replacement of shower diverter valve, shower head and piping, including shower wall finishing	Unit	\$
5.	Supply and installation of replacement of sink faucet	Unit	\$
6.	Supply and installation sink faucet	Unit	\$
7.	Supply and installation of replacement of lavatory	Unit	\$
8.	Supply and installation of replacement of water closet	Unit	\$

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9.	New insulated piping installation for the parkade hose bibs	Unit	\$
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TABLE 4: CASH ALLOWANCE

The Work includes the following cash allowances. The value of these cash allowances shall be included in the Price provided by the Proponent.

Item	Allowance
1. Production of Record Drawings	\$2,000.00
2. Commissionaire's Security Cost (for extra hours of work)	\$1,500.00

**Terms of Payment**

The City's standard payment terms are net thirty (30) days after receipt of approved invoice, however and discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net thirty (30).

Describe if Electronic Fund Transfer (EFT) is available.

**2.2 Alternative Pricing Solutions**

Proponents may offer alternative pricing options.

**3.0 INSURANCE REQUIREMENTS (Please see GC 11.2 of the Supplementary General Conditions of the Design-Build Agreement)**

**4.0 WORKSAFEBC REQUIREMENTS**

4.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in the Design-Build Contract.

**5.0 DEVIATIONS AND VARIATIONS**

5.1 Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in sample Design Build contract of this RFP and if applicable, detail proposed amendments.

5.2 Where the Proponent is proposing the use of contract language or clauses other than those set out in the Design-Build Contract, including any and all Schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Design-Build Contract unless otherwise indicated by the Proponent.

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**SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL**

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain no pricing information whatsoever.

**1.0 COMPANY PROFILE**

1.1 Provide a description of the proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the proponent's success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed Sub-Contractor to the proponent.

1.2 Provide the following information:

Proponent's Name:			
	"Proponent"		
Mailing Address:			
Cheque Payable/Remit to Address:			
Telephone No.:		Fax No.:	
Key Contact Person:		E-mail:	
HST Registration No.:		Incorporation Date:	
City of Vancouver Business License Number:			
(If your office is located in Vancouver or N/A if not applicable)			
WorkSafeBC Account Number:			
Dunn and Bradstreet Number:			
( or N/A if not applicable)			

**2.0 KEY PERSONNEL**

2.1 Identify and provide resumes for the key personnel in the Proponent's proposed team and outline what their roles will be in servicing this Project.

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- 2.2 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or Contractor's project manager, and all roles and areas of responsibility.
- 2.3 Preference will be given to proponent's consulting teams that demonstrate knowledge and experience involving Design/Build services. Proponents must state the knowledge and experience of each proposed team member.

**3.0 REFERENCES**

- 3.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.
- 3.2 Submit a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work, including Budget and Date Performed

**4.0 SUB-CONTRACTORS**

- 4.1 The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Design-Build Contract.)
- 4.2 The City reserves the right to object to any of the Sub-Contractors listed in a Proposal. If the City objects to a listed Sub-Contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Sub-Contractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-Contractor, the Proponent may, rather than propose a substitute Sub-Contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.
- 4.3 If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility



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Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

5.0 REQUIREMENTS OVERVIEW

5.1 PART E - REQUIREMENTS provides details on the scope, specifications and drawings related to the work to be completed by the successful Proponent

- a) Proponents should submit a task by task work plan that will ensure the delivery of the specified services and/or facilities. The work plan should be sufficient enough in detail to demonstrate to the City that the Proponent fully understands and is committed to delivering to the requirements of the scope, specifications and drawings.
- b) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

5.2 The City of Vancouver intends to replace the existing domestic waterline system at the VPD East Annex Building ("Annex"), located at 236 East Cordova Street, Vancouver. The Annex was opened in 1978 to augment VPD's space at 312 Main Street as the department grew and consists of four (4) floors, with a total of 40,800 square feet of usable space, and multiple levels of below grade parkade. Proposals are requested from Design/Builders that specialize in the design and construction of projects of this scale. The successful Proponent's work on this project will consist of, but not be limited to the following:

- a) Design and build services for the replacement of the existing potable water distribution piping system and reconnections to existing plumbing fixtures, shower diverters and equipment;
- b) Design and installation of all replacement piping systems for the potable hot, hot water recirculation and cold water piping throughout, including balancing valves, water hammer inhibitors and valves complete with access panels;
- c) Submission of engineered design drawings and construction schedules as required;
- d) Removal of items including but not limited to fixtures, mirrors, and lights;
- e) Removal of existing piping no longer in use;
- f) Replacement of waterlines in parkade levels for hose bib;
- g) Repair of areas including but not limited to walls, ceiling, floors and surfaces required for the installation including painting and retiling for finishing to a condition matching or better than existing;
- h) Installation of water heaters where and when needed;
- i) Coring and X-rays of existing system;

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- j) Water quality testing;
  - k) Construction and installation to the standard where a twenty five (25) year warranty on the new waterline system is achievable; and
  - l) Prime Contractor responsibilities.
- 5.3 The Contractor is required to work with City's Environmental Dept. and City appointed consultant concerning abatement including removal and disposal of selected sections that will likely be disturbed through the replacement of domestic water pipes throughout the building. Actual removal and disposal of any hazardous material will be performed by the City supplied abatement contractor only.
- 5.4 Once the selected sections are known, the Contractor must clearly mark-out these locations and provide notification to the City and City supplied abatement contractor. The abatement contractor will perform and complete abatement within forty eight (48) hours, at least one floor as to allow construction to start. Note, Contractor must have written permission from City's Environment Department before construction is allowed to commence.
- 6.0 PROJECT TIMELINE
- 6.1 All upgrades to the piping systems at the VPD Annex must be installed and fully functional to the satisfaction of the appointed City Capital Maintenance representative who is responsible for the execution of the Project on behalf of the City ("Owner's Representative") by, February 6, 2012.
- 6.2 The Contractor will be required to develop and maintain a Project schedule. This schedule of activities will incorporate all interrelated and interlocking items such as design, specialist services, procurement of labour, material and equipment, construction, inspection, documentation and commissioning of the Project. Once approved, progress on the schedule will be reported to the Owner's Representative. The Project schedule will be updated regularly by the Contractor to ensure that Project milestones are met.
- 6.3 As part of the Proponent's Proposal, the Proponent is required to state the proposed target dates for completion for key milestones using the dates within the schedule below.

DESCRIPTION	TARGET DATE
START DATE	December 14, 2011
COMPLETE PRE-DESIGN REPORT AND SUBMISSION OF FIFTY PERCENT (50%) FINAL DRAWINGS FOR REVIEW	December 21, 2011
APPROVAL OF PRE-DESIGN REPORT BY CITY	December 23, 2011
SUBMIT FINAL COMPLETE DRAWINGS	January 5, 2012
FINAL CITY APPROVAL OF DRAWINGS AND START OF CONSTRUCTION	January 6, 2012
SUBSTANTIAL COMPLETION OF CONSTRUCTION	February 6, 2012

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FINAL CONSTRUCTION COMPLETE	February 10, 2012
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**7.0 CITY'S RESPONSIBILITIES FOR PROJECT**

**7.1** After award of the Contract and the start of Service delivery to the Contractor, the City's responsibilities will include:

- a) providing unlimited access to the site, and providing any documentation showing existing structures and services. It will be the Contractor's responsibility to verify the existing structures and services through a site survey;
- b) providing copies of previously issued City construction document forms and general conditions to the Contractor;
- c) issuing all payments to the Contractor based on reviewed claims, suggested for approval forwarded by the Owner's Representative; and
- d) reviewing and approving or rejecting Change Orders and/or Change Directives.

**8.0 PROJECT PHASES**

**8.1** The repiping will be comprised of the following phases where the services of a Contractor will be required:

- a) Phase I - Investigation and Design. During this phase the Contractor shall:
  - i) Undertake a field survey to compare as-built conditions, details and dimensions with available plan and record drawings. All drawings will be prepared meeting City Engineering Department standards;
  - ii) Inspect the site with particular emphasis on the Project scope of work and location of the proposed construction and how the proposed upgrades would tie into existing services and facilities. The Contractor will be required to make advance arrangements with the Owner's Representative for these inspections;
  - iii) Verify the location of existing services, facilities and installations specifically related to the scope of the work for the repiping;
  - iv) Verify the location of existing utilities where needed. If required, the Contractor is to identify and propose options for resolving utility conflicts for the upgrades. The Contractor will be required to resolve, design, and coordinate any utility and service relocations with assistance from the City;
  - v) Attend design development meetings to refine the design and to explain design elements. The Contractor shall also prepare meeting minutes after these meetings outlining the content of the discussion and the results for any follow up work such as recommendations or a result of an analysis or research;
  - vi) Prepare a design development brief that describes the detailed scope of work subsequent to the design development meetings. The design brief is also to include an updated budget including all anticipated costs;
  - vii) Prepare project drawings including a site plan and project locations and drawings that reference the scope of work and detail locations, as well as two

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- dimensional details to describe the design requirements. The Contractor will be required to describe and confirm all components of upgrades; and
- viii) Prepare detailed specifications according to industry standard National Master Specification (“NMS”) format and explore alternatives where required to ensure that the City’s sustainability objectives are met.
  - ix) Allow queries on design assumptions and design cost effectiveness from City of Vancouver Facilities and Design Management (“Facilities”) staff;
  - x) Prepare all documentation required for building permit application including professional letters of assurance and signed and sealed drawing package. The drawings shall be signed and sealed by a Professional Engineer licensed to practice in British Columbia;
  - xi) Submit a fifty percent (50%) design package for City review and provide a letter summarizing the pertinent design assumptions and limitations associated with the design;
  - xii) Prepare pre-working drawings in accordance with the requirements, the approved preliminary drawings and outline specifications. All drawings will be prepared meeting City Engineering Department standards;
  - xiii) Contract specifications will be required to be prepared in accordance with City of Vancouver standards. The Contractor will be required to review the detailed cost estimate based upon the approved contract documents, final designs and specifications (‘Class “A” Estimate’). The Contractor will be required to assist in preparing scope of work and requirements; and
  - xiv) Upon the City’s review and acceptance of the revised 50% Design, the City will issue a notice of design acceptance. The accepted design will be referred to as the “Approved Design” and the Contractor shall provide the City with a final set of drawings for their purposes.
- d) Phase II - Construction Stage. The Contractor will be required to provide General Engineering Services for the Project including pre-construction and construction services to ensure that construction is in accordance with the drawings and specifications. The Contractor will be required to ensure that the progression and performance of the work is in accordance with the provisions of the contract, through various methods including providing regular field inspection. This will at a minimum include the following:
- i) Identify potential problems with the Project and advise the Owner’s Representative prior to construction;
  - ii) As Construction Manager ensure the progress and the execution of the upgrade conforms with the scope and intent of the original contract;
  - iii) Establish a detailed schedule to be submitted prior to or concurrently with contract signing and regularly monitor and update such schedule, with summaries made available to the Owner’s Representative;
  - iv) Review and make recommendations from requests by the City’s Contract Manager for substitutions or alternatives for specified materials;
  - v) Review specifics of Project for general conformity with the construction contract, and approve or return for correction shop drawings, product samples, etc., as necessary to complete the Project;

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- vi) Be available to answer technical inquiries and provide design clarifications during construction;
  - vii) Immediately advise the Owner's Representative and take appropriate action to rectify any possible overrun of estimated costs and quantities;
  - viii) Submit the progress claims recorded on "Details of Estimate" forms to the Owner's Representative for approval;
  - ix) Recommend to the Owner's Representative any necessary changes or alternatives during construction and prepare "Contemplated Change Notices", "Site Instructions" and/or "Change Directives", including obtaining written quotations from the Contractor for any contract changes;
  - x) Working with the Owner's Representative identify deficiencies to ensure that the work is acceptable and in good operating condition;
  - xi) Attend construction meetings at the site;
  - xii) Verify after completion and agreement from the Owner's Representative and others having jurisdiction, that deficiencies have been rectified and that all installations have been completed and tested for compliance as required by the construction Contract;
  - xiii) Ensure that the "as built" drawings are updated on a weekly basis. Upon completion of construction, the Contractor must submit a complete set of drawings revised to record all changes to be labeled "as built" and signed by the City's Project Manager. The Contractor must submit record drawings prior to the Contractor being issued Substantial Completion Notice(s);
  - xiv) Ensure that all deliverables outlined in Contract document are complete and delivered to the Contractor following completion of construction,; and
  - xv) project close-out, including but not limited to as -built drawings, warranties, permits.
- e) Post Construction Services. The Contractor shall provide a comprehensive Maintenance and Operations Manual ("Manual") to provide the City of Vancouver with the maintenance requirements and life expectancy of various piping components. This Manual will include, but not be limited to descriptions of all significant building piping components, including life expectancies, inspection procedures and checklists, maintenance schedules and a renewal plan. This Manual will include all as-built drawings. The Contractor will provide on set of Manuals in hard copy and one set in electronic copy

Following completion of the Construction Contract, the Contractor will be required to provide supporting details as a record document for inclusion in the Project Wrap-Up Report. These supporting details will at a minimum include:

- i) Project costs including Contractor costs;
- ii) Problems encountered and resolutions of problems;
- iii) List of Sub-Contractors;
- iv) Contractor's interim and final statutory declaration;
- v) Construction permits and certificates from governing agencies;

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- vi) Guarantees and Warranties;
  - vii) Summary of approved extra work and copies of all "Change Order" documentation;
  - viii) Copies of all material test results and performance tests;
  - ix) Shop drawings;
  - x) Construction Contract;
  - xi) Detailed specifications and Addenda; and
  - xii) Maintenance and Operation Manual.
- f) The Contractor will be required to:
- Submit two (2) copies of the completed Project Wrap-Up Report including the supporting details in the following format:
- i) Unbound single sided hard copies, specification set sized to eight and one half inches by eleven inches (8.5" X 11");
  - ii) Electronic files in Word format;
  - iii) Electronic files of all plans and drawings in Autodesk AutoCAD DWG format; and
  - iv) All electronic files will be submitted in two (2) CDs (or DVDs if necessary), organized into folders by file type.

#### 9.0 ENVIRONMENTAL RESPONSIBILITY

- 9.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 9.2 The Proponent 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.

#### 10.0 PRIME CONTRACTOR REQUIREMENTS

- 10.1 Proponents should provide an overview to their approach to meet the requirements of Prime Contractor. It will be required for the Contractor to assume the responsibilities of Prime Contractor by submitting the Prime Contractor Agreement Form (see Appendix 5) prior to or concurrently with the signing of the Design-Build Contract. The Contractor will assume responsibility as Prime Contractor up to the date when the renovation for 312 Main Street and the 236 Cordova Street Annex is contractually assigned to a General Contractor. After that date the Contractor will no longer assume responsibility as Prime Contractor.



REQUEST FOR PROPOSAL NO. PS20110558

VANCOUVER POLICE DEPARTMENT  
ANNEX DOMESTIC REPIPE

## FORM OF DESIGN-BUILD AGREEMENT

Between

NAME OF DESIGN-BUILDER

and

CITY OF VANCOUVER

\_\_\_\_\_, 2011

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SAMPLE

## DESIGN-BUILD AGREEMENT

THIS AGREEMENT is dated for reference \_\_\_\_\_, 2011

BETWEEN:

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

(the "Owner")

OF THE FIRST PART

AND:

NAME OF DESIGN-BUILD CONTRACTOR  
address

(the "Design-Builder")

OF THE SECOND PART

### BACKGROUND

- A. By way of a Request for Proposal No. PS20110558 "Vancouver Police Department ("VPD") Annex Domestic Repipe (the "RFP"), the Owner requested proposals from design/build firms to perform the Work.
- B. In response to the RFP, the Design-Builder submitted a proposal dated (insert date).
- C. After evaluating the proposals submitted in response to the RFP, the Owner awarded this contract to the Design-Builder for the Work based on the Design-Builder's proposal.

THE OWNER AND THE DESIGN-BUILDER NOW AGREE AS FOLLOWS:

### ARTICLE A-1 THE WORK

The Design-Builder will:

- 1.1 perform the Work required by the Contract Documents for the Project (as defined herein) located at 236 Cordova Street for which the Contract Documents have been signed by the Owner and the Design-Builder and for which Edward Wood, Capital Maintenance, Facilities Design and Management is acting as, and is the Owner's Representative;
- 1.2 do and fulfill everything indicated by the Contract Documents; and
- 1.3 commence the Work by the \_\_\_\_ day of \_\_\_\_\_ and, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Project, as certified by the Owner's Representative, by the \_\_\_\_ day of \_\_\_\_\_, in accordance with the Project Schedule, included as Schedule to this Agreement.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the RFP documents that are not expressly listed in Article A-3 of this Agreement.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

**ARTICLE A-3 CONTRACT DOCUMENTS**

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement:
- (a) this Agreement and the following Schedules which shall be deemed to form an integral part of this Agreement:
    - (i) Schedule 1 - Supplementary General Conditions;
    - (ii) Schedule 2 - Owner's Statement of Requirements (Sections A to C);
    - (iii) Schedule 3 - List of Drawings (the listed Drawings are incorporated by reference);
    - (iv) Schedule 4 - Schedule of Prices;
    - (v) Schedule 5 - List of Subcontractors and Suppliers;
    - (vi) Schedule 6 - Project Schedule;
    - (vii) Schedule 7 - Performance and Labour and Material Payments Bonds;
    - (viii) Schedule 8 - Insurance Certificate;
    - (ix) Schedule 9 - Owner Pre-Contract Hazard Assessment Form;
    - (x) Schedule 10 - Design-Builder Pre-Contract Hazard Assessment Form; and
    - (xi) Schedule 11 - Force Account Labour and Equipment Rates;
  - (b) the Definitions and General Conditions of CCA - CSC - RAIC - Standard Construction Document 14 - Design-Build Stipulated Price Contract (2000 edition), not attached but incorporated by reference;
  - (c) the RFP and any Amendments, Addenda, Questions and Answers issued during the RFP process;
  - (d) the Proposal submitted by the Design-Builder, dated \_\_\_\_\_ titled Request for Proposal No. PS20110558 "Vancouver Police Department ("VPD") Annex Domestic Repe (incorporated by reference); and
  - (e) Construction Documents, after they have been accepted by the Owner.
- 3.2 Capitalized terms used in the Contract Documents will have the meaning ascribed to such terms in the Contract Documents.

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**ARTICLE A-4 CONTRACT PRICE**

- 4.1 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 \$\_\_\_\_\_.
- 4.2 All HST payable by the Owner to the Design-Builder is (insert applicable amount of HST). This amount is not included in section 4.1.
- 4.3 All amounts are in Canadian Funds.
- 4.4 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

**ARTICLE A-5 PAYMENT**

- 5.1 Subject to GC5.2 - *Applications for Progress Payment*, as modified by the Supplementary General Conditions, the Owner will pay the Contract Price to the Design-Builder together with applicable HST and will deduct and then make payment of the *Lien Act* holdback amount and certified deficiency holdback amounts together with such HST which may be applicable to those payments, all in accordance with the Contract Documents.
- 5.2 Notwithstanding anything to the contrary stated in the Contract Documents, the Design-Builder shall be paid by the Owner net 30 day upon the Owner receiving a valid invoice.
- 5.3 The payment for any Work under this Contract made to the Design-Builder by the Owner will not be construed as an acceptance of any Work being in accordance with the Contract Documents.
- 5.4 Should either party fail to make payments as they become due under the terms of the Contract Documents or in an award by arbitration or court, interest at the Prime Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The Prime Rate will be the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties will be in writing and sent to the following addresses and will be deemed to be received by the recipient:
- (a) on the date of delivery, if delivered by hand to the individual, a member of the firm or to an officer of the corporation for whom they are intended; or
  - (b) on the day following transmission, if sent by facsimile (and confirmed by documentation of successful fax transmission) or e-mail transmission (except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent, e.g., the "auto-reply" feature has been activated); or
  - (c) five (5) Working Days after the date of mailing, if sent by post, unless there is a postal service strike or other disruption.
    - (i) to the Owner at:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: Edward Wood, Capital Maintenance  
Facilities Design and Management

Fax No.: To be Determined  
Email: To be Determined

(ii) to the Design-Builder at:

(Insert Successful Design-Builder name and address)

Attention: To Be Determined

Fax No.: To be Determined  
Email: To be Determined

or such other person, position, address as one party may advise the other from time to time or at any time.

#### ARTICLE A-7 LAW OF CONTRACT

7.1 The laws of British Columbia will apply to and govern the Contract Documents and the courts of British Columbia will have jurisdiction over all disputes not resolved by mediation or arbitration.

#### ARTICLE A-8 SUCCESSORS AND ASSIGNS

8.1 The Contract shall enure to the benefit of and be binding upon the Owner and Design-Builder and their respective successors and permitted assigns.

ARTICLE A-9 TIME OF THE ESSENCE

9.1 All time limits stated in this Contract are of the essence of the Contract.

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: \_\_\_\_\_

(NAME OF DESIGN-BUILDER)

by its authorized signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Proof of authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, who are parties to this Agreement, shall be attached.*

## SCHEDULE 1 - SUPPLEMENTARY GENERAL CONDITIONS

## THE SUPPLEMENTARY GENERAL CONDITIONS FOR DOCUMENT 14-2000

## CONTRACT DOCUMENTS ARE MODIFICATIONS OF DOCUMENT 14-2000

- 1.1.1 The Agreement, Definitions and General Conditions of CCA-CSC-RAIC Standard Construction Document 14 - Design-Build Stipulated Price Contract, 2000 edition ("Document 14"), available for download at <http://www.ccdc.org/downloads/index.html>, are amended by these Supplementary General Conditions as set forth below. Any reference in the Contract Documents to "General Conditions" or "GC" means the General Conditions contained in Document 14 as amended by these Supplementary General Conditions. Whenever there is a conflict between these Supplementary General Conditions and the other Contract Documents or wherever the Contract Documents are silent and these Supplementary General Conditions speak to a particular issue or matter, the provisions of these Supplementary General Conditions shall take precedence.
- 1.1.2 Unless the context dictates otherwise and to the extent not otherwise defined in the Contract Documents, defined terms in these Supplementary General Conditions adopt the meanings given thereto in Document 14.
- 1.1.3 To the extent that the *Lien Act* expressly forbids parties from contracting out of all or some of the provisions of the *Lien Act* then, with respect to but only to the extent that, those provisions of the *Lien Act* are deemed to apply to any provisions of these Supplementary General Conditions then the provisions set out in the *Lien Act* shall overrule any provision of the Contract Documents that is determined to contradict or contravene the *Lien Act* but only to the extent of such contradiction or contravention.

## AMENDMENTS TO THE DESIGN-BUILD CONTRACT (Document 14)

Delete Pages 1 to 5 of Document 14 consisting of the "Agreement between Owner and Design-Builder".

## AMENDMENTS TO THE DEFINITIONS

The following definitions from Document 14 are hereby amended:

Delete the definition of "Consultant" at paragraph 5 and replace with the following:

5. Consultant

The Consultant is the person or entity designated by the Design-Builder to the Owner as being responsible for performing the Design Services in accordance with the Contract Documents and may be the same person or entity as the Design-Builder. The term Consultant means the architect, engineer or other entity licensed to practice in the province of British Columbia to provide the Design Services and coordinate the provision of the Design Services of all other consultants employed by the Design-Builder.

Add the following at the end of the definition of "Contract" at paragraph 6:

6. Contract

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, except to the extent included in the Contract Documents or expressly incorporated by reference into the Contract by an actual reference to same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

Delete the definition of “Contract Documents” at paragraph 7 and replace with the following:

**7. Contract Documents**

The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS, those documents expressly incorporated by reference into the Contract by an actual reference to same in Article A-3 of the Agreement - CONTRACT DOCUMENTS, amendments agreed upon in writing between the parties together with all other documents, schedules and additions mutually agreed to or settled by the parties from time to time in respect of this Contract.

Delete the definition of “Design Services” at paragraph 11 and replace with the following:

**11. Design Services**

Design Services means the professional services for the design and construction administration performed by the Consultant (which may be the same entity as the Design-Builder) or other Subcontractors of the Design-Builder or Consultant under the Contract.

Add the following to the end of the definition of “Owner” the paragraph 12:

**12. Owner**

...and expressly excludes the Owner while acting in its capacity as a municipal regulatory authority.

Add the following definition of “Owner Caused Event” as a new paragraph 12.A

**12A. Owner-Caused Event**

An Owner-Caused Event is a wrongful act or omission of the Owner or anyone employed or engaged by them directly or indirectly, which is contrary to the express provisions of the Contract Documents, but for further certainty any event which is beyond the reasonable control of the Owner or anyone employed or engaged by them directly or indirectly is deemed to be an Excusable Event and not an Owner-Caused Event.

Delete the definition of “Owner’s Statement of Requirements” at paragraph 13 and replace with the following:

**13. Owner’s Statement of Requirements**

The Owner’s Statement of Requirements consists of the Requirements for the Work set out as Schedule 2 of the Agreement and in the RFP and as listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and any amendments thereto agreed upon by the parties.

Delete the second sentence of the definition of “Payment Certifier” at paragraph 14 and replace with the following:

**14. Payment Certifier**

The Payment Certifier may be the Owner, the Owner’s Representative, or any knowledgeable third party, as designated by the Owner.

Delete the definition of “Substantial Performance of the Work” at paragraph 20 and replace with the following:



20. Substantial Performance of the Work

Substantial Performance of the Work shall have the same meaning as “completed” in the *Lien Act* including as interpreted by section 1(3) thereof and shall be determined as provided therein and herein.

Delete the definition of Work at paragraph 23 and replace it with the following:

23. Work

Work means the total Design Services and Construction and related services required by the Contract Documents or properly inferable therefrom.

The following definitions shall be added immediately after the definition of “Working Days” and will apply in the Contract Documents:

25. Applicable Laws

Applicable Laws means all applicable federal, provincial and municipal laws, bylaws, codes, rules, regulations, policies and requirements applicable to the Work and the Project.

(A) 26. Applicable Permits

Applicable Permits means all necessary approvals, permits, licences and consents required for the performance of the Work.

27. Certificate of Completion

Certificate of Completion means the certificate under section 7 of the *Lien Act* stating that work under a contract or subcontract has been completed (see definition of Substantial Performance of the Work) and includes an order made under section 7(5) of the *Lien Act*.

28. Design Deliverables

Design Deliverables means any products, goods, equipment, supplies, models, prototypes and other materials, information and data, reports, drawings, plans, designs, depictions, specifications and other documentation and any other items identified in the Contract Documents as deliverables that the Consultant may receive, create, produce, acquire or collect in performing the Design Services, provided that Design Deliverables are deemed not to include the following pre-existing materials:

- (a) any item not required to be produced by the Consultant or supplied to the Owner as part of or together with the Design Services, provided that if the Owner has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Design Deliverable;
- (b) any item produced as a result of the Design Services, which is specified in the Contract Documents as being excluded from the Design Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers.

**29. Environmental Law**

Environmental Law means any Applicable Law relating to the protection of the environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labeling, handling and the like of Hazardous Substances.

**30. Excusable Event**

An Excusable Event means an event or circumstance (i) that is beyond the reasonable control of the Design-Builder, and its Subcontractors and Suppliers, and could not reasonably have been foreseen by the Design-Builder or its Subcontractors and Suppliers, and (ii) the impact of which could not have been avoided or substantially avoided by the exercise by them of commercially reasonable measures, but for greater certainty includes (subject to items (i) and (ii) above and subject also to items (v) through (viii) below) any (iii) acts of God, storm, earthquake, flood, fire, lightning, war (declared or undeclared), hostilities, national emergency, civil disturbance or commotion, insurrection, embargo, blockade, import restriction, epidemic, landslide, explosion, and (iv) government order, or regulation or other act of the public authority (except where the order or act results from a party's own acts or omissions or its failure to comply with Applicable Laws or Applicable Permits), but for greater certainty excludes in any event (v) any Site Labour Disturbance, (vi) temperature, precipitation, wind or other weather condition which, in any four week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada, (vii) a circumstance or cause resulting from the fault or negligence or omission of the Design-Builder or its Subcontractors or Suppliers, or their failure to perform the Design-Builder's obligations under this Contract including a failure to properly plan or carry out the Work in accordance with the terms hereof, or (viii) an event or circumstance which by the exercise of reasonable diligence could have been avoided or the effect of which could have been mitigated or which arises from a lack of funds.

**31. Final Certificate for Payment**

Final Certificate for Payment means the certificate issued on Total Performance of the Work.

**32. Hazardous Substance**

Hazardous Substance means any contaminant, waste, hazardous substance, hazardous waste, or dangerous goods in such quantities and concentrations as contravene applicable limitations under Environmental Law and that may impair the Environment, injure or damage property or plant or animal life or harm or impair the health of any individual.

**33. Holdback Amount**

Holdback Amount means the holdback required by the *Lien Act*.

**34. Lien or Liens**

Lien or Liens means a lien under the *Lien Act*.

**35. Lien Act**

*Lien Act* means the *Builders Lien Act* (British Columbia) and any additional successor or replacement legislation which may be passed that is applicable to the Site.

36. Owner's Representative

Owner's Representative means the person designated by the Owner in Article A-1 of the Agreement as representing the Owner for the purposes of this Contract.

37. Owner's Site Construction Rules

Owner's Site Construction Rules means all applicable policies, standards, protocols, rules and directions of Owner with regard to the Project and completion of the Work including those identified in the Owner's Statement of Requirements or other Contract Documents.

38. Project

Project means the VPD Annex Domestic Repiping Project and the performance of the Work related thereto.

39. Proposal

Proposal means the proposal submitted by the Design-Builder to the Owner in response to the RFP.

40. RFP

RFP means RFP No. PS20110558.

41. Schedule of Prices

Schedule of Prices means the Schedule of Prices attached as Schedule 2 to the Agreement.

42. Site

Site means the construction location and boundaries shown on the Drawings.

43. Site Labour Disturbance

Site Labour Disturbance means any strike, lock-out or labour disturbance, including those resulting from any jurisdictional or non-affiliation issues, involving employees, whether or not members of a trade union, of the Design-Builder, any Subcontractor, any Supplier, or any of their respective subcontractors of any tier, which delays or in any way adversely affects the performance and completion of Work at the Site.

44. Total Performance of the Work

Total Performance of the Work means the entire Work has been satisfactorily performed and is so certified by the Owner.

45. Trade Union Council

Trade Union Council means a council or association of trade unions of which employees of the Design-Builder or a Subcontractor are members

46. WorkSafeBC Rules

WorkSafeBC Rules means the *Workers Compensation Act* (British Columbia) including without limitation the *WorkSafeBC Occupational Health and Safety Regulation* (British Columbia), and

all amendments made to such act and regulations and in force from time to time, and to any statute or regulation that may be passed which supplements or supersedes such regulations

## ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

### GC1.1 CONTRACT DOCUMENTS

GC1.1.10.1 is deleted in its entirety and replaced as follows:

- .1 the order of priority of documents, from highest to lowest, shall be:
- the Agreement between the Owner and the Design-Builder, excluding Schedules 1 and 2;
  - these Supplementary General Conditions;
  - the Definitions, Document 14;
  - the General Conditions, Document 14;
  - the Owner's Statement of Requirements;
  - the Construction Documents after they have been accepted by the Owner:
    - Division 1 of the Specifications;
    - Divisions 2 to 16 of the Specifications;
    - material and finishing schedules; and
    - drawings;
  - the RFP, including the Instructions to Proponents and any Amendments, Addenda, Questions and Answers during RFP Process; and
  - the Design-Builder's Proposal submitted in response to the RFP, including its schedules.

GC1.1.11 is deleted in its entirety and replaced with the following:

All Design Deliverables will be owned solely by the Owner unless otherwise expressly provided in the Contract Documents. The Owner shall have the complete and unfettered right to use and deal with the Design Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant or the Design-Builder.

GC1.1.12 is deleted in its entirety and replaced with the following:

The Consultant will keep accurate records and provide regular reports to the Owner about the Design Deliverables as they are created or acquired, and grant to the Owner access to the Design Deliverables at all times on reasonable notice. Each Design Deliverable, as to the whole or that portion of the Design Deliverable then existing, will be delivered by the Consultant to the Owner on the earliest of each of the following events:

- (d) the date specified in the Contract Documents for the delivery of such Design Deliverable;
- (e) immediately on the date of expiration or sooner termination of this Agreement; or
- (f) the date specified by written notice of the Owner requesting delivery of all or any part of the Design Deliverable.

GC1.1.13 is deleted in its entirety and replaced with the following:

The Consultant transfers to the Owner, free of all liens and encumbrances, ownership of each Design Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Design Deliverable, including copyright, effective as of the date of creation or acquisition of such Design Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the Owner, all moral rights in the Design Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Design Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Design Deliverables, or assist any other person in doing so. The Consultant shall provide to the Owner, during and after the term of this Agreement, any reasonable assistance required for the Owner to obtain, perfect and enforce its ownership of and rights in the Design Deliverables, including without limitation execution of assignments and transfers of the Design Deliverables.

GC1.1.14 is deleted in its entirety and replaced with the following:

The Consultant will not incorporate any pre-existing materials in any Design Deliverable without first:

- (g) advising the Owner, in writing, of the nature of the pre-existing materials and their proposed use and obtaining the Owner's written consent to do so;
- (h) acquiring from each third-party owner of such pre-existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the Owner to use the pre-existing materials as part of the Design Deliverable; and
- (i) granting, in writing, to the Owner with respect to such pre-existing materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the pre-existing materials as part of the Design Deliverable.

GC1.1.15 is deleted in its entirety and replaced with the following:

The Consultant represents and warrants that the Design Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the Owner harmless from and against any and all damage, liability, cost and expense incurred by the Owner in connection with any claim by a third party that a Design Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

### GC1.3 LAW OF THE CONTRACT

GC1.3.1 is hereby deleted in its entirety and replaced with the following:

The Contract shall be governed in accordance with the laws of the Province of British Columbia.

### GC1.7 ADVERTISING as added and,

GC1.7.1 is added as follows:

The Design-Builder will obtain the Owner's prior written approval for any public advertising, press release or other general publicity matter, in which the name or trademarks of the Owner or any other person are mentioned or used or in which words are used from which any

connection with the Owner name or trademarks may be inferred. The Design-Builder will not allow or permit any public ceremony in connection with the Work without the permission of the Owner provided in writing. The Design-Builder will not erect or permit the erection of any sign or advertising without the prior written approval of the Owner.

## GC2.1 CONSULTANT

GC2.1.1 is amended by deleting the first sentence and replacing it as follows:

If the Design Builder and the Consultant are the same entity, then the Design-Builder shall perform the following services duties and responsibilities as Consultant or if the Design Builder and the Consultant are not the same entity, then the Design-Builder shall engage the Consultant under a contract pursuant to which the Consultant's duties, services and responsibilities will include:

GC2.1.1.11 is hereby deleted and replaced as follows:

- .11 in consultation with the Owner's Representative, the preparation of Change Orders and Change Directives as set out in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE;

GC2.1.1.12 is hereby deleted and replaced as follows:

- .12 in consultation with and always subject to the approval of the Owner's Representative, the determination of amounts owing to the Design-Builder based on the Consultant's observations and evaluation of the Design-Builder's applications for payment;

GC2.1.1.13 is hereby deleted.

GC2.1.1.15 is hereby deleted.

GC2.1.1.18 is hereby deleted.

GC2.1.1.19 is hereby deleted.

GC2.1.5 is hereby deleted.

## GC2.2 OWNERS REPRESENTATIVE

GC2.2.5 is added as follows:

The Owner's Representative will be the Payment Certifier pursuant to the *Lien Act*. Based on the Owner's Representative's observations and evaluation of the Design-Builder's application for payment and review of the status of the Work including the Schedule of Work, the Owner's Representative will approve progress draws and will determine the date for Substantial Performance of the Work and issue the Certificate of Completion and will verify the Design-Builder's application for final payment and issue the Final Certificate for Payment.

GC2.2.6 is added as follows:

Notwithstanding GC2.2.3, the Design-Builder shall be responsible for requesting any required instructions or clarifications from the Owner's Representative which are needed for the performance of the Work and shall request such instructions or clarifications in time to avoid any delay of the Work.

**GC2.3 REVIEW AND INSPECTION OF THE WORK**

GC2.3.4 is amended by deleting the first sentence of the paragraph and replacing it with the following:

If work is designated for review, tests, inspections or approvals in the Contract Documents, or by the Owner or Owner's Representative's instructions, or by the laws or ordinances of the Place of the Work, the Design-Builder shall give the Owner reasonable notification of when the work will be ready for review and inspection.

GC2.3.6 is deleted in its entirety and replaced with the following:

If the Design-Builder covers, or permits to be covered, work that has been designated for review, tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Design-Builder shall, if so directed, uncover such work, have the review, inspections or tests satisfactorily completed, and make good covering work at the Design-Builder's expense.

GC2.3.9 is added as follows:

The Owner's Representative may:

- .1 review and monitor the Design-Builder's performance of any aspects of the Work for conformance with the requirements of the Contract Documents, including review and monitor the following:
  - (a) Design-Builder's submittals; and
  - (b) any and all construction activities;
- .2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the Owner may reasonably request whether or not specifically required by the Contract Documents.

Should the Owner's Representative be required to make more than one review of rejected work or should the Owner's Representative perform additional reviews due to failure of the Work to comply with the application status of completion made by the Design-Builder, the Design-Builder is required to compensate the Owner for such additional services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 - CHANGES IN THE WORK.

GC2.3.10 is added as follows:

Review, monitoring and/or approval by the Owner's Representative or Owner of the Design-Builder's performance of the Contract shall not relieve the Design-Builder of its sole responsibility and liability for the proper performance of the Work strictly in accordance with the terms of the Contract Documents.

GC2.3.10 is added as follows:

Acceptance of the Work by the Owner does not free the Design-Builder from correcting deficiencies as provided in GC2.4 - DEFECTIVE WORK - which are missed at the time of drawing up the deficiency list or are hidden deficiencies.

#### GC2.4 DEFECTIVE WORK

GC2.4.1 is amended by adding the following to the end of the paragraph:

In the event that work or materials are found to be condemned then if the Design-Builder does not remove such condemned materials or work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Design-Builder. If the Design-Builder does not pay the expense of such removal within five (5) calendar days thereafter, the Owner may, upon ten (10) days written notice sell such materials with the proceeds thereof, if any, after deducting all the costs and expenses that should have been borne by the Design-Builder, being returned to the Design-Builder.

GC2.4.3 is deleted in its entirety and replaced with the following:

If in the opinion of the Owner it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Design-Builder the difference in value between the work as performed and that called for by the Contract Documents or, at the option of the Owner, the cost or value of such work as would have been necessary to correct such non-compliance with the Contract Documents. If the Owner and the Design-Builder do not agree on the difference in value, they shall refer the dispute to Part 8 of the General Conditions - DISPUTE RESOLUTION.

#### GC3.1 CONTROL OF THE WORK

GC3.1.5 is added as follows:

The Design-Builder shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and shall employ proper equipment in good condition. The Design-Builder shall have complete control over its employees and Subcontractors and shall enforce discipline and order among its employees and assure discipline and order by its Subcontractors including, in all cases, without limiting the foregoing, compliance with and enforcement of Owner's Site Construction Rules and requirements of WorkSafeBC Rules.

GC3.1.6 is added as follows:

The Design-Builder shall be familiar with, and its performance of this Contract shall be governed by and comply with, all Applicable Laws and Applicable Permits which exist at present or which may be respectively enacted or obtained after the date hereof by bodies or tribunals having jurisdiction or authority over the Work, and with Owner's Site Construction Rules.

#### GC3.3 CONSTRUCTION BY OWNER OR OTHER DESIGN-BUILDERS

GC3.3.2 is amended by deleting the first sentence and replacing it with the following:

When separate contracts are awarded for other parts of the Project, or when work is performed by the Owner's own forces, the Design-Builder shall:

GC3.3.2.3 is deleted in its entirety.

GC3.3.3.4 is amended by adding the following to the end of the paragraph:

Failure by the Design-Builder to so report shall invalidate any claims against the Owner by reason of the deficiencies of the other contractors or the Owner's own forces work except those of which the Design-Builder was not reasonably aware.



GC3.3.6 is added as follows:

The Design-Builder acknowledges that the Site generally and portions of the Project may continue to be used by the Owner and others as described in the Owner's Site Construction Rules and Special Conditions. The Design-Builder will work simultaneously and harmoniously with others using the Site and use all efforts not to interfere with or delay others.

#### GC3.4 SCHEDULE OF THE WORK

GC3.4.1.1 is deleted in its entirety and replaced with the following:

.1 prepare and submit to the Owner and the Consultant within ten (10) Working Days of award of the Contract, a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;

GC3.4.1.3 is amended by adding the following to the end:

... indicating the results expected from the resulting change in schedule.

GC3.4.2 is added as follows:

The Design-Builder will regularly monitor the progress of the Work and advise the Owner and the Consultant of any revisions to, or any slippage in, the construction schedule and any extensions of the Contract Time as a result of Change Orders issued hereunder.

GC3.4.3 is added as follows:

The Design-Builder will submit to the Consultant and the Owner's Representative monthly updates and provide comments on adherence to the construction schedule and details of any remedial actions being undertaken to improve schedule slippages.

GC3.4.4 is added as follows:

If the construction schedule is not adhered to, the Design-Builder will use all reasonable means to accelerate the Work, without additional compensation, to comply with the construction schedule.

#### GC3.6 SUPERVISOR

GC3.6.3 is added as follows:

Any supervisor whose work is unsatisfactory to the Owner, or to whom the Owner may have any reasonable objection, shall be dismissed from the Work upon written notice from the Owner. No superintendents or foremen will be substituted or replaced, except at the request or with the written consent of the Owner, or as a result of such employee's voluntary termination of employment or incapacity and any replacement will have comparable or superior qualifications and experience.

#### GC3.7 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

GC3.7.2 is deleted in its entirety and replaced as follows:

The Design-Builder shall indicate in writing those Subcontractors or Suppliers whose bids have been received by the Design-Builder which the Design-Builder would be prepared to accept for

the performance of a portion of the Work. Should the Owner not object before signing the Contract, the Design-Builder shall employ those Subcontractors or Suppliers so identified by the Design-Builder in writing for the performance of that portion of the Work to which their bid applies. No change of Subcontractors shall be made without cause or written consent of the Consultant and Owner, which consent will not be unreasonably withheld.

GC3.7.7 is added as follows:

In every subcontract the Design-Builder shall specify that the Owner's Representative shall be the Payment Certifier responsible for payment certification under that subcontract for the purposes of the *Lien Act*. With every request to the Consultant or Owner's Representative for a determination whether a subcontract has been completed, the Design-Builder shall furnish a detailed description of the scope of work covered by the subcontract and a complete reconciliation of the subcontract account. In this GC3.7.7, the word "subcontract" shall have the meaning it has when used in the *Lien Act*.

### GC3.8 LABOUR AND PRODUCTS

GC3.8 is deleted in its entirety and replaced with the following:

#### 3.8.1 Union Contractors

##### (a) *Open Site*

The Site and adjacent work areas associated with the Project are, or are part of, an "open site" and the Work will be performed on a "no strike/no lockout" basis. Accordingly, the Design-Builder and its Subcontractors, as well as the Owner and other contractors, may employ labour at the Site who are members of a trade union, including a trade union affiliated with a Trade Union Council or who are members of another trade union, or who are not members of a trade union.

##### (b) *Labour Disruptions*

The Design-Builder will use its best commercial efforts to ensure that no Site Labour Disturbance shall occur and the Design-Builder:

- (I) (i) will only retain Subcontractors for the Work whose employees are either:
  - (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work; or
  - (2) not so certified; and

require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the date of Total Performance of the Work or are not so certified; and
- (II) (ii) represents and warrants that, with respect to any employees of the Design-Builder who may work at or near the Site and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact on the Owner, the Work or the Contract Time, the Design-Builder will use its best commercial efforts to ensure that the length and extent of such impact is minimized (including without limitation by cooperating with the Owner in any measures they may take to ameliorate such impact) and the Design-Builder will be liable to the Owner for any such impact.

(c) *Required for Union Contractors*

Without limiting the generality of Section (b) above, if the Design-Builder, or any Subcontractor, proposes to employ labour at the Site who are members of a trade union, including a trade union that is affiliated with a Trade Union Council authorized to bind its member trade unions, then the Design-Builder must first submit to the Owner:

- (i) a waiver of all non-affiliation or reservations rights under applicable collective agreements, including renewals or replacements thereof, effective for the duration of the Contract and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed; and
- (ii) an agreement that there will be no Site Labour Disturbance at or affecting the Site and/or the progress of the Work, effective for the duration of the Contract, and executed by the Trade Union Council on behalf of all trades, or executed by the particular trade unions whose members will be so employed.

(d) *Fair Wages*

The Design-Builder 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 that time.

- 3.8.2 The Design-Builder shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Owner.
- 3.8.4 The Design-Builder shall maintain good order and discipline among the Design-Builder's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned. The Owner shall have the right, by written notification to the Design-Builder, to require the removal from the Project of any employee of the Design-Builder or a Subcontractor of the Design-Builder who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory or who breaches the Owner's Site Construction Rules or the terms of this Contract. Any such employee shall be immediately removed from the Site by the Design-Builder and shall not be employed again on the Project without the prior written approval of the Owner.
- 3.8.5 All materials shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

## GC3.9 DOCUMENTS AT THE SITE

GC3.9.1 is deleted in its entirety and replaced with the following:

The Design-Builder shall keep one copy (as opposed to the originally executed set) of current Contract Documents, Shop Drawings, Change Orders, Change Directives, diary record set out in GC3.9.2 below, submittals, reports, and records of meetings at the Place of the Work, in good order, properly indexed, and available at all regular working hours on Working Days to the Owner and the Consultant.

GC3.9.2 is added as follows:

The Design-Builder shall, from the date of commencement of the Work, maintain a careful diary record of the progress of the Work. This record shall be open to the Consultant's inspection at all reasonable times and delivered to the Consultant on completion of the Work. The diary shall include:

1. daily weather conditions;
2. commencement, progress and completion of various portions of the work;
3. dates of all meetings and their purpose; and
4. dates of visits or inspections by government authorities, inspectors, utility companies, etc.

#### GC3.10 SHOP DRAWINGS

GC3.10.2 is amended by adding the following to the end:

... or as the Consultant may reasonably request.

GC3.10.7 is added as follows:

The Design-Builder represents and warrants that it has reviewed all Contract Documents and inspected and examined the Site and the Project to the extent it considers necessary and in accordance with prudent practice and satisfied itself as to the nature and extent of the conditions, including the physical and climatic conditions which may be encountered in the performance of the Work and to the extent possible to establish the state and quality of the existing construction. The Design-Builder further acknowledges that it will be required to share the Site with the Owner and others, all as described in the Owner's Site Construction Rules and the Owner's Statement of Requirements.

#### GC3.14 SIGNAGE

GC3.14.2 is amended by adding the following to the end:

....which sign must be approved by the Owner, such approval not to be unreasonably withheld.

#### GC4.1 CASH ALLOWANCES

GC4.1.1 is deleted in its entirety and replaced as follows:

The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, the scope of work or costs included in such cash allowances will:

- (a) cover the net out-of-pocket cost of the Design-Builder for services, products, construction machinery and equipment, freight, unloading, handling, storage,

installation and other authorized expenses incurred in performing the work stipulated under the cash allowances, and

- (b) will not cover labour or installation, unless (and then only to the extent):
  - (i) specifically stated in the Specifications or Drawings as being included in the cash allowance, or
  - (ii) specifically designated as an itemized or separate price, and is therefore included as an itemized or separate price item,

and otherwise will be deemed to be included in the Contract Price.

GC4.1.3 is deleted in its entirety and replaced as follows:

The Contract Price, and not the cash allowances, includes the Design-Builder's and Subcontractors' overhead and profit in respect to such cash allowances. Unless noted otherwise, none of the work included in the Drawings and Specifications is intended to be paid for by the cash allowances. The cash allowances are for the Owner's use, at the Owner's sole discretion.

## PART 5 PAYMENT

### GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

GC5.1 (including the heading) is deleted in its entirety and replaced with the following:

### GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

- 5.1.1 The Owner shall, at the request of the Design-Builder, before signing the Contract, and promptly from time to time thereafter, furnish to the Design-Builder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Design-Builder now acknowledges that Owner's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the Owner's ability to fulfill its obligations under this Contract.
- 5.1.2 The Owner shall give the Design-Builder Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.
- 5.1.4 The Contract Price is subject to adjustment only in accordance with the Contract Documents.
- 5.1.5 The Contract Price is expressed and payable in Canadian dollars.
- 5.1.6 Subject to the provisions of the Contract Documents and in accordance with the Lien Act in respect of Holdbacks, the Owner shall:
  - .1 make progress payments to the Design-Builder on account of the Contract Price when due, based
    - (i) on the value of the Work completed and Products and materials incorporated into the Work as certified by the Consultant, and

- (ii) Products and materials delivered to the Site but not yet incorporated into the Work, as agreed to by the Owner,

together with the Value Added Taxes as are applicable;

- .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Design-Builder is a party, and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback Amount to the Design-Builder in respect to the subcontract;
  - .3 upon issuance of the Certificate of Completion (in respect to Substantial Performance of the Work), and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback Amount to the Design-Builder in respect to this Contract;
  - .4 upon issuance of the Final Certificate for Payment (in respect to Total Performance of the Work), and provided no Liens or other liens have arisen in respect to this Contract, pay the balance of the Contract Price to the Design-Builder.
- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent (2%), calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.
- 5.1.8 If the Work suffers any loss or damage, as a result of which an amount is paid under any policy of insurance provided by the Owner under the Contract, then such amount shall be paid to the Owner and advanced to the Design-Builder in monthly progress payments as the Design-Builder performs and completes repair or restoration Work in respect of such loss or damage.

## GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

GC5.2 is deleted in its entirety and replaced with the following:

- 5.2.1 The Design-Builder shall no later than the 25<sup>th</sup> of each calendar month, provide the Owner's Representative with a draft application for payment, in the form described below, for the current month. The Owner's Representative shall review the draft within ten (10) business days, raise any concerns with the Design-Builder, and, after settlement if necessary, approve the draft application for payment. The Design-Builder, if so requested, shall meet with Owner's Representative to expedite and settle the draft application.
- 5.2.2 Applications for payment, as approved by the Owner's Representative, shall be submitted to City of Vancouver, Attention: Accounts Payable, PO Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to [APCentral@vancouver.ca](mailto:APCentral@vancouver.ca) on or before five (5) business days following approval of the draft application by the Owner's Representative, dated as of the last day of each calendar month, and be in respect to the Work completed prior to the application being signed (the "payment period").

- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products delivered to the Place of the Work as of the last day of the payment period.
- 5.2.4 The Design-Builder shall submit to the Owner, at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment. A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the Owner may reasonably direct and when accepted by the Owner, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 When making applications for payment, the Design-Builder shall submit a statement based upon the schedule of values. Claims for Products delivered to the Site but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the ownership, value and delivery of the Products. The Owner has the right to refuse payment for Products delivered to the Site but not incorporated in the Work. The Design-Builder shall obtain the Owner's written permission prior to invoicing for such Products.
- 5.2.7 Each application for payment shall:
- .1 clearly show:
    - (i) the Design-Builder's full name, address and telephone number;
    - (ii) the Owner's purchase order number;
    - (iii) the full name of the Owner's Representative;
    - (iv) the application for payment number and date; and
    - (v) the Design-Builder's HST registration number,and be in such form and detail as the Owner shall require and submitted consistently in such form and detail unless otherwise advised by the Owner;
  - .2 be attached to a statement or statutory declaration sworn by an officer of the Design-Builder which verifies the accuracy and completeness of the information contained therein, and for each application following the first application also include in addition to the foregoing and not in lieu of same, a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Design-Builder which shall be completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
  - .3 relate the Work for which payment is claimed to the Construction Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Consultant to review such application;
  - .4 verify that there are no Liens or other liens relating to the Design-Builder, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";

- .5 attach the documents required under GC10.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafe BC Rules;
- .6 attach the monthly update contemplated by GC3.5.3; and
- .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Design-Builder's estimate of the costs and time to complete or correct such items.

5.2.7 The Design-Builder shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Owner may reject all or the applicable portions of same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Design-Builder of the deficiencies in the application. The Design-Builder will promptly supply to the Owner such further certification or information as may be necessary to remedy the deficiencies in the application.

5.2.8 An application for payment shall be deemed to be received by the Owner only if and when submitted in full conformity with GC5.2.6.

### GC5.3 PROGRESS PAYMENT

GC5.3.1 is amended by adding the following before the last sentence of the paragraph:

If, after a certificate of payment has been issued to the Owner (and prior to payment by the Owner), the Owner determines on the basis of new information that the amount certified for payment is incorrectly high or low relative to the Work being certified, then the Owner shall issue a revised certificate.

GC5.3.2 is amended by deleting the words "Article A-5 of the Agreement and replacing with "this GC5".

GC5.3.3 is added as follows:

Subject to the provisions of the Lien Act, the Owner may retain a deficiency holdback from progress draws prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund the deficiency holdback at Substantial Performance of the Work

### GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 (including the heading) is deleted in its entirety and replaced with the following:

### GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK/CERTIFICATE OF COMPLETION

5.4.1 When the Design-Builder considers that Substantial Performance of the Work has been achieved, or if permitted by the Lien Act the Design-Builder wishes to apply for a Certificate of Completion in respect to a subcontract with a Subcontractor, the Design-Builder shall, within one Working Day, deliver to the Owner, with a copy to the Consultant, an application for a Certificate of Completion of same (a "Completion Certificate Application") in conformity with GC5.4.4.

5.4.2 The Owner, in consultation with the Consultant, will review the Work to verify the validity of the application and shall promptly, and in any event, no later than twenty (20) calendar days after receipt of the Design-Builder's list and application:



- .1 advise the Design-Builder in writing that the Work or the designated portion of the Work is not “completed” (as that term is used in the Lien Act) and give reasons why, or
  - .2 issue a Certificate of Completion in respect to the Work or subcontract stating on the certificate the date of issuance in accordance with the Lien Act and issue a copy of that certificate to each of the Consultant and the Design-Builder.
- 5.4.3 Immediately following the issuance of the Certificate of Completion for the Work, the Design-Builder, in consultation with the Consultant and the Owner, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for same set out in the Construction Schedule if such date is specified).
- 5.4.4 The Completion Certificate Application referred to in GC5.4.1 shall consist of the following:
  - .1 a cover letter stating that the submittal is an application for a Certificate of Completion as well as an application for payment, and clearly identifying the Work or subcontract for which the Certificate of Completion is being sought;
  - .2 all of the certifications and information required on an application for payment as set out in GC5.2.6;
  - .3 with respect to the Work or subcontract, as applicable, all deliverables, including copies of all manufacturer’s warranties, called for in the Contract Documents which are or should be available at the time of the Completion Certificate Application including without limitation and by way of example only all operation manuals, service manuals, warranty certificates, maintenance contracts, service contracts, software licences, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.
- 5.4.5 Failure to include an incomplete or defective item on Completion Certificate Application or the Owner’s issuance of a Certificate of Completion or certificate of payment in respect to same does not alter the responsibility of the Design-Builder to complete the Contract.
- 5.4.6 Subject to the requirements of the Lien Act relative to the date of issuance by the Consultant of the Certificate of Completion of the Work pursuant to GC5.4.2.2:
  - .1 the Owner shall issue to the to the Design-Builder a certificate of payment for an amount equal to the Contract Price less:
    - .1 three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Consultant,
    - .2 the value of incomplete work as determined by the Consultant, and
    - .3 the amounts of all previous certificates of payment;
  - .2 the Owner shall then make payment to the Design-Builder in accordance with the provisions of GC5.3.1.3 provided always that a Completion Certificate Application shall be deemed received only if and when submitted in accordance with GC5.2.6 as well as GC5.4.4.

**GC5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

GC5.5 is deleted in its entirety and replaced with the following:

5.5.1 After the issuance of the Certificate of Completion evidencing Substantial Performance of the Work, the Design-Builder shall:

- .1 submit an application for payment of the Holdback Amount,
- .2 submit a current CCDC 9A Statutory Declaration of Progress Distribution by Design-Builder, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
- .3 verify that there are no Liens or other liens relating to the Design-Builder, the Work or the Products registered against the Owner, the Project or the Site or the Owner's interest therein or against the Holdback Amount, by signing and submitting the appended "Statement Regarding Outstanding Claims";
- .4 attach the documents required under GC10.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafe BC Rules; and
- .5 attach copies of a current title search of the Site confirming that no Liens have been registered prior to the time the release of the Holdback Amount is due.

5.5.2 After the receipt of and approval of the application documents described in GC5.5.1, the Owner will issue a certificate for payment of the Holdback Amount (less any previous releases of the Holdback Amount on account of subcontract Certificates of Completion).

5.5.3 The Design-Builder now acknowledges that the Owner is exempt under the regulations of the Lien Act from the requirement to keep the Holdback Amount in a separate holdback account.

5.5.4 The Holdback Amount is due and payable as set out in GC5.1.6.4. The Owner may retain out of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Design-Builder which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.

5.5.5 [Intentionally Deleted]

**GC5.6 PROGRESSIVE RELEASE OF HOLDBACK**

GC5.6.1 is deleted in its entirety and replaced with the following:

Any portion of the Holdback Amount in respect to a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The Owner may retain out of the subcontract portion of the Holdback Amount any sums required by law to satisfy any Liens or other liens against the Contract, Work, Site, or Owner's interest in the Site or, if permitted by the Lien Act, other third party monetary claims against the Design-Builder which are enforceable against the Owner. Except to the extent expressly prohibited by the Lien Act, the Owner may retain out of the Holdback Amount any deficiency holdbacks provided for in the Contract Documents.

GC5.6.2 is deleted in its entirety.

GC5.6.3 is amended by deleting the words “final certificate for payment” and replacing with “Final Certificate for Payment”.

## GC5.7 FINAL PAYMENT

GC5.7.1 is deleted in its entirety and replaced as follows:

5.7.1 When the Design-Builder considers that Total Performance of the Work has been achieved, the Design-Builder shall submit to the Owner its final application for payment. The application for payment on attaining Total Performance of the Work shall consist of the following:

- .1 all of the certifications and information required on an application for payment as set out in GC5.2.6, all appropriately amended to clearly confirm that the Work is fully completed, all Products have been delivered, and all Lien periods have expired with no Liens or other liens having been filed;
- .2 a current CCDC 9A Statutory Declaration of Progress Distribution by Design-Builder, as well as a current CCDC 9B Statutory Declaration of Progress Distribution by Subcontractor from each of the Subcontractors, which in every case shall be fully and properly completed and sworn before a Notary Public or Commissioner for Oaths for the Province of British Columbia;
- .3 copies of a current title search of the Site confirming that no Liens have been registered as at the date of application for Final Certificate for Payment; and
- .4 all deliverables called for in the Contract Documents which were not delivered at the time of Substantial Performance of the Work.

GC5.7.3 is deleted in its entirety and replaced as follows:

Subject to paragraph 10.4.1 of GC10.4 - WORKERS' COMPENSATION, and the *Lien Act*, the Owner shall, no later than twenty-one (21) calendar days after the issuance of a Final Certificate for Payment, pay the Design-Builder as provided in GC5.1.6.4

## GC6.1 CHANGES

GC6.1.6 is deleted in its entirety and replaced with the following:

Change Orders, contemplated Change Orders, and Change Directives shall be on printed forms supplied by the Owner and may include:

- .1 job site instructions or site memo forms, for immediate authorization on Site in order not to delay the performance of the Work and for changes of a minor nature with no price variation, shall be issued on site on the signature of the Consultant only;
- .2 contemplated Change Orders issued by the Consultant for purposes of the Design-Builder's response on method of adjustment and extent of adjustment to Contract Price and Time shall be signed by the Consultant only;
- .3 Change Orders authorizing the Design-Builder to proceed with the Work as set out by the Owner and Design-Builder in the contemplated Change Order shall be signed by the Owner and Design-Builder.

GC6.1.7 is added as follows:

The Unit Prices, if any, set out in the Schedule of Prices are firm and fixed, and shall not be subject to adjustment as a result of any difference between the estimated quantities shown in such schedule and the corresponding actual quantities whether or not any Change Orders or Change Directives are issued.

### GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety and replaced as follows:

Subject to GC6.3.13, the adjustment in the Contract Price for a change in the Work carried out by way of a Change Directive shall be on the basis of the Design-Builder's actual and properly documented expenditures and savings attributable to the change. If a change in the Work results in expenditures only, the change in the Work shall be valued in accordance with GC5. - BASIS OF PAYMENT. If a change in the Work results in savings only, the amount of the credit shall be the actual cost savings to the Design-Builder, without deduction for overhead or profit. If a change in the Work results in both expenditures and savings, overhead and profit on the Work shall be payable only on the net increase in expenditures, if any, with respect to that change in the Work.

GC6.3.4 is deleted in its entirety.

### GC6.4 CONCEALED OR UNKNOWN CONDITIONS

GC6.4.1 is deleted in its entirety and replaced as follows:

If the Design-Builder discovers conditions at the Place of the Work which are subsurface or otherwise concealed physical conditions at the Site which existed before the commencement of the Work, could not reasonably have been discovered by proper investigation by the Design-Builder under GC3.10.7, and which differ materially from those disclosed in the Contract Documents, including any geotechnical report, environmental assessment, or other report included or referenced in the Contract Documents or provided or made known to the Design-Builder before the commencement of the Work; then the Design-Builder shall give Notice in Writing to the Consultant of such conditions before they are disturbed and in no event later than five (5) Working Days after first observance of the conditions.

GC6.4.1A is added as follows:

The Design-Builder must give notice under GC6.4.1 within five (5) Working Days after discovery of the conditions or the time when the Design-Builder by reasonable diligence could have discovered the conditions, failing which the Design-Builder may not make or enforce any claim against the Owner, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.4 is deleted in its entirety and replaced as follows:

If such concealed or unknown conditions relate to Hazardous Substances, artifacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.3 - ARTIFACTS AND FOSSILS and GC9.5 - MOULD.

### GC6.5 DELAYS

GC6.5 is deleted in its entirety and replaced as follows:

#### 6.5.1 Delay Claims Limited

The Design-Builder shall be entitled to an extension of the Contract Time and/or an adjustment to the Contract Price or other compensation for delay, howsoever caused, if and to the extent only expressly permitted under this GC6.5 or in respect of a change in the Work, in each case as authorized only by a Change Order and in no event will these provisions apply to delays arising directly or indirectly from the Design-Builder's Shut-Down-Obligations (as defined in Part F - Special Conditions).

#### 6.5.2 Excusable Event

If the Design-Builder is delayed in the performance or completion of the Work by an Excusable Event, then, subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Design-Builder, as being required to accommodate the anticipated impact on the Contract Schedule of the Excusable Event. Any such time extension shall be confirmed by Change Order under GC6.1. The Design-Builder shall not be entitled to make or enforce any claim against Owner for any change in the Contract Price or other compensation as a result of an Excusable Event.

#### 6.5.3 Owner-Caused Event

If the Design-Builder is delayed in the performance or completion of the Work by a Owner-Caused Event, then subject to the other conditions of this GC6.5, the Contract Time shall be extended for such reasonable time as the Consultant determines, after consultation with the Design-Builder, as being required to accommodate the anticipated impact on the Contract Schedule of the Owner-Caused Event, and the Contract Price shall be adjusted to compensate the Design-Builder for the reasonable direct costs incurred, or anticipated to be incurred, by it as a result of the delay.

#### 6.5.4 Claim Conditions

The right of the Design-Builder to an extension of the Contract Time, and/or an adjustment of the Contract Price under this GC6.5 is subject to the conditions that:

6.5.4.1 *Timely Notice:* The Design-Builder gives the Owner prompt written notice of the delay, the nature of the Excusable Event or the Owner-Caused Event, as the case may be, and its intent to submit a claim for time extension and/or adjustment of the Contract Price, and in any event, such notice must be given not later than five (5) Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;

6.5.4.2 *Claim Details:* The Design-Builder promptly gives the Owner details of its claim, including the time required to accommodate the anticipated impact on the Contract Schedule, and if applicable, the costs incurred, or anticipated to be incurred, by the Design-Builder as a result of the delay, and in any event such details must be given not later than fourteen (14) Working Days after the occurrence of the Excusable Event or the Owner-Caused Event;

6.5.4.3 *Mitigation Measures:* The Design-Builder has taken, and continues to take, all reasonable measures, including those, if any, recommended by the Owner to minimize the impact of the delay on the Contract Schedule, and in the case of a claim for adjustment of the Contract Price, all reasonable measures, including those, if any, recommended by the Owner, to minimize the costs incurred, or anticipated to be incurred, by the Design-Builder as a result of the delay;

6.5.4.4 *Critical Path Impacted:* No extension of time and/or adjustment of the Contract Price or other financial compensation will be granted, unless the Excusable Event or the

Owner-Caused Event, as the case may be, has an adverse impact on the critical path established by the Contract Schedule;

6.5.4.5 *Concurrent Delays*: If there are concurrent delays and impacts, some of which entitle the Design-Builder to relief under this GC6.5 and some of which do not, the Design-Builder is not entitled to relief under this GC6.5, the Design-Builder shall be entitled to an extension of the Contract Time, and if applicable an adjustment of the Contract Price in respect of a Owner-Caused Event, only to the extent that the delays entitling the Design-Builder to relief under this GC6.5 exceed those that do not so entitle the Design-Builder to such relief; and

6.5.4.6 *No Cumulative Impact Claims*: Each claim under this GC6.5 based in whole or in part on a particular event must be submitted and will be considered and assessed separately, and the Design-Builder may not make or enforce any claim under this GC6.5 or otherwise for the cumulative impact on schedule or on cost of two or more such events.

6.5.5 Acceleration/Suspension of the Work

- (a) *Notice*: The Design-Builder shall give the Owner notice of any delay in the performance of the Work, howsoever caused, and any event or circumstance that could reasonably be expected to cause such delay. The notice shall be given promptly after the delay, event or circumstance is known to the Design-Builder. The notice shall be accompanied by details of the Design-Builder's plan to avoid or mitigate the duration and adverse impact of the delay.
- (b) *Acceleration Order*: If there is a delay, or threatened delay, in the performance of the Work, or if the Owner wishes to accelerate the Work for its convenience, the Consultant, after consultation with the Design-Builder, may order the Design-Builder to accelerate the Work, including by way of the provision of additional labour, including overtime work, and Construction Equipment. Each acceleration order must be in writing and signed by the Consultant. The Design-Builder shall comply promptly with any order given under this GC6.5.5(b).
- (c) *Cost Allocation*: If the delay, or threatened delay, in respect of which an order is made under GC6.5.5(b) does not entitle the Design-Builder to an extension of the Contract Time under GC6.4, including any delay or threatened delay caused by the Design-Builder, or any Subcontractor, Supplier or other person for whose acts and omissions the Design-Builder is responsible under the Contract, then all costs incurred by the Design-Builder in complying with the order will be for the Design-Builder's account. If the delay, or threatened delay, would entitle the Design-Builder to an extension of the Contract Time under GC6.4, then the Consultant, in lieu of granting such extension in whole or in part, shall issue a Change Directive and/or a Change Order under GC6.1, and the Contract Price will be adjusted accordingly.
- (d) *Owner's Right to Suspend the Work*: The Owner, at any time and from time to time, may suspend the performance of the Work, in whole or in part, for a period not exceeding ninety (90) days as to any one suspension, by notice to the Design-Builder. The Design-Builder shall comply promptly with any notice given under this GC6.5.5, and shall resume full performance of the Work promptly on notice from Owner to do so. Owner shall pay to the Design-Builder the documented costs reasonably incurred by it as a consequence of the suspension, such cost to include the incremental costs of demobilization and remobilization, Construction Equipment rental or standby charges, Materials storage, bonding and insurance costs, overhead and similar costs payable by the Design-Builder to Subcontractors, but excluding any allowance for profit or loss of profit, all such costs to be certified by the Consultant and confirmed by Change Order.

The Design-Builder shall use all commercially reasonable efforts to avoid or minimize such costs, including following any reasonable written directions given by Owner for that purpose.

#### 6.5.6 Protect Work During the Delay

During any delay or suspension of the Work, the Design-Builder shall maintain adequate surveillance of the Work and undertake such maintenance and protection of the Work as may be reasonable to maintain public safety and to protect materials, plant and equipment already installed in the Work or delivered to the Place of Work, and shall provide any other protective measures as may be described in the Contract Documents.

#### GC7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

GC7.1.5.2 is amended by deleting the words "final certificate for payment" and replacing with "Final Certificate for Payment".

GC7.1.7 is deleted in its entirety and replaced as follows:

7.1.7 The Owner may terminate the Contract at any time for the convenience of the Owner by notice given to the Design-Builder. If the Contract is terminated under this GC7.1.7, then:

- (a) the Design-Builder shall suspend performance of the Work and shall not incur further cost or expense in relation to the Work, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the Owner;
- (b) the Design-Builder shall remove from the Site its personnel and all Construction Equipment and other material that is owned or leased by the Design-Builder, except as otherwise required to comply with GC7.1.7(a)(i) and (ii); and
- (c) the Owner shall pay the Design-Builder for all Work performed, including the cost of complying with GC7.1.7(a)(i) and (ii), in accordance with the terms and conditions of payment set out in the Contract, together with the documented and reasonable cost of terminating subcontracts with Subcontractors and Suppliers and demobilizing the Design-Builder's personnel and Construction Equipment, all as certified by the Consultant, and upon such payment being made, the Design-Builder shall have no further or other claim against the Owner for, or in connection with, termination of the Contract.

GC7.1.8 is deleted in its entirety.

GC7.1.9 is deleted in its entirety.

GC7.1.10 is deleted in its entirety.

GC7.1.11 is deleted in its entirety.

#### GC7.2 DESIGN-BUILDER'S RIGHT TO SUSPEND THE WORK OR TERMINATE CONTRACT

GC7.2.2 is amended by adding the following to the beginning of the first sentence:

Except for the period during which an Owner-initiated suspension under GC6.5.5(d) is in effect or subsequently takes effect,

GC7.2.3 is amended by adding the following to the beginning of the first sentence:

If the default cannot be corrected in five (5) Working Days or in such other time as may be subsequently agreed in writing by the parties,

GC7.2.3.1 is deleted in its entirety.

GC7.2.3.4 is deleted in its entirety and replaced with the following:

the Owner violates the requirements of the Contract to a substantial degree and the Consultant, except for GC5.1- GENERAL FINANCIAL/PAYMENT PROVISIONS, confirms by written statement to the Design-Builder that sufficient cause exists.

GC7.2.4 is amended by revising the second line to read:

corrected within fourteen (14) Working Days

## GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

GC8.2.1.1 is deleted in its entirety and replaced as follows:

.1 within thirty (30) Working Days after the Contract was awarded, or

GC8.2.1.2 is deleted in its entirety and replaced as follows:

.2 if the parties neglected to make an appointment within the thirty (30) Working Days, within twenty (20) Working Days after either party by Notice in Writing requests that the Project Mediator be appointed.

GC8.2.3 is amended by adding the following to the end:

However, the Owner and the Design-Builder nonetheless irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia, and courts to which appeals therefrom may be taken, in respect of any dispute or claim arising under or relating to the Contract. The Owner and the Design-Builder acknowledge and agree that such courts have jurisdiction, but not necessarily exclusive jurisdiction in respect of any such dispute or claim. If a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the Owner's project manager and the Design-Builder's principal representative on Site within three (3) Working Days after the dispute arises, or the Owner's project manager is not authorized to resolve the dispute, then:

- (a) the dispute will be referred to the Owner's Director of Facilities and the Design-Builder's project manager for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (b) the dispute will be referred to a senior executive of the Owner designated by it and a senior executive of the Design-Builder designated by it, for resolution, and if they cannot resolve the dispute within three (3) Working Days after referral to them, then
- (c) either party may take such further legal proceedings as they consider necessary for the resolution of the dispute either concurrently with or in lieu of the process outlined in GC8.2.4 to GC8.2.9.

GC8.2.4 is amended by revising the second line to read:

...the parties may request the Project Mediator...



GC8.2.6 is amended by revising the second line to read:

...either party may request referral of the dispute...

GC8.2.7 is deleted in its entirety and replaced as follows:

If a Notice in Writing is not given under paragraph 8.2.6 within the required time or the other party does not reply and agree to binding arbitration, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use

GC8.2.9 is added as follows:

Where references are made in the Contract Documents to “the time of bid closing”, it is intended by the parties that this shall mean the effective date of the contract.

#### GC9.1 PROTECTION OF WORK AND PROPERTY

GC9.1.1 is deleted in its entirety and replaced with the following:

The Design-Builder shall protect the Work, Products delivered to the Site and the Owner’s property and property on or adjacent to the Site from theft and damage which may arise as the result of the Design-Builder’s operations under the Contract, and shall be responsible for such theft and damage, except theft and damage which occurs as the result of:

- .1 errors in the Contract Documents issued by the Owner;
- .2 acts or omissions by the Owner, other Design-Builders, their agents and employees.

GC9.1.3 is amended by revising the first line to read:

Should damage to the Work, Products delivered to the Site, the Place of Work, the Owner’s property ...

GC9.1.5 is added as follows:

The Design-Builder is responsible for protection of the Work during shutdown, including shutdowns caused by strikes.

#### GC9.3 TOXIC AND HAZARDOUS SUBSTANCES

GC9.3.1 is deleted in its entirety and replaced with the following:

For the purposes of the Contract, the Owner shall be deemed to have control and management of the Place of the Work with respect to the condition of the Place of the Work prior to the commencement of the Work in relation to applicable Environmental Law and the presence of any Hazardous Substances.

GC9.3.2 is deleted in its entirety and replaced with the following:

Prior to the Design-Builder commencing the Work, the Owner shall:

- .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and

- .2 provide the Consultant and the Design-Builder with a written list of any such Hazardous Substances that the Owner knows to exist on, and their locations within, the Place of the Work.

GC9.3.4 is deleted in its entirety and replaced with the following:

Unless the Contract expressly provides otherwise, the Owner shall be responsible for taking such steps as may be necessary, in accordance with applicable Environmental Law to dispose of, store or otherwise deal with Hazardous Substances so as to cause the Place of the Work to comply with the requirements of applicable Environmental Law before the Design-Builder commences the Work.

GC9.3.5 is deleted in its entirety and replaced with the following:

Except as previously disclosed in writing by the Owner or as otherwise known by the Design-Builder, if the Design-Builder:

- .1 encounters Hazardous Substances at the Place of the Work; or
- .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3, the Design-Builder shall:
  - .1 take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any applicable levels contrary to the requirements of applicable Environmental Law, and
  - .2 immediately report the circumstances to the Consultant and the Owner by Notice in Writing.

GC9.3.10 is added as follows:

The Design-Builder shall, and shall ensure that anyone for whom the Design-Builder is responsible shall, at all times comply with all applicable Environmental Law and ensure that all Work is conducted in compliance with all applicable Environmental Law.

GC9.3.11 is added as follows:

If the Design-Builder or anyone for whom the Design-Builder is responsible discovers fossils, coins, articles of value or antiquity, structures and other remains or things of scientific, cultural or historical interest at the Place of the Work (in GC9.3 called, "Historical Items"), the Design-Builder shall immediately give Notice in Writing thereof to the Owner and the Consultant. As shall, as between the Owner and the Design-Builder, all Historical Items shall be, and shall be deemed to be, the absolute property of the Owner and the Design-Builder hereby irrevocably waives and disclaims any right, title or interest therein.

GC9.3.12 is added as follows:

The Design-Builder shall take all reasonable precautions, and shall comply with all reasonable directions from the Consultant, to prevent removal or damage to Historical Items as identified in paragraph 9.3.1 or as otherwise known to be present on the Place of the Work.

GC9.3.13 is added as follows:

The Consultant will investigate the impact on the Work of the discovery of any Historical Item identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the Design-Builder's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC6.2 - CHANGE ORDER or GC6.3 - CHANGE DIRECTIVE.

#### GC9.4 CONSTRUCTION SAFETY

The above heading for GC9.4 is amended by adding “ &WORKSAFEBC RULES” to the end.

GC9.4.2 is added as follows:

The Design-Builder hereby accepts and assumes all responsibilities, obligations and liabilities of a Prime Contractor under the WorkSafeBC Rules with respect to the Project and those portions of the Site occupied for the performance of the Work for the duration of the Work. The Design-Builder will be entitled to instruct the Owner and its employees with respect to the use of the Site in carrying out the Design-Builder's duties as Prime Contractor and the Owner will require its employees to comply with the proper requirements of the Prime Contractor.

GC9.4.3 is added as follows:

Subject to GC9.4.2 above, the Design-Builder shall indemnify and save harmless the Owner from any and all damages, liabilities, cost, fines, penalties, fees and expenses whatsoever including, without limitation, legal fees, charges and disbursements as between a solicitor and his own client, related to or arising out of the assignment to the Design-Builder, and the Design-Builder's assumption, of the responsibilities, obligations and liabilities of the Prime Contractor under the WorkSafeBC Rules with respect to the place of the Work.

GC9.4.4 is added as follows:

The Design-Builder 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.

GC9.4.5 is added as follows:

The Design-Builder agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Owner to the Design-Builder. The Owner shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

GC9.4.6 is added as follows:

Without in any way limiting the Design-Builder's obligations under the WorkSafeBC Rules, and by way of example only, the Design-Builder will:

- .1 appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
- .2 provide and receive and respond to all information required to be given, received or relayed by the Design-Builder (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC Rules, and

- .3 within ten (10) Business Days of the Owner delivering the Notice of Award to the Design-Builder, sign and deliver to the Owner, the “Prime Contractor Agreement” in the form attached to this Contract.

GC9.4.7 is added as follows:

In addition to, and not in lieu of, the Design-Builder’s obligations as the Prime Contractor, the Design-Builder will have a safety program acceptable to the WorkSafeBC and will ensure that all Owner and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Design-Builder but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.

GC9.4.8 is added as follows:

Prior to commencement of construction, the Design-Builder 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.

GC9.4.9 is added as follows:

Within ten (10) Business Days of the Owner delivering the Notice of Award to the Design-Builder, the Design-Builder will provide the Owner with the Design-Builder’s and all Subcontractor’s WorkSafeBC registration numbers.

GC9.4.10 is added as follows:

Within ten (10) Working Days of the Owner delivering the Notice of Award to the Design-Builder, and concurrently with making any application for payment under this Contract, the Design-Builder will provide the Owner with written confirmation that the Design-Builder and all Subcontractors are registered in good standing with the WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.

GC9.4.11 is added as follows:

The Design-Builder may or may not have received, as part of the Contract Documents, a “Pre-Contract Hazard Assessment” prepared by or for the Owner pursuant to the Owner’s statutory obligations under the WorkSafeBC Rules (Section 119 of the Act) as an “owner of a workplace”. Despite the Owner’s statutory obligations, the Prime Contractor now acknowledges and agrees that the Design-Builder may not rely on the “Pre-Contract Hazard Assessment” and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner’s obligations under Section 119 of the *Workers’ Compensation Act*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner staff and departments in order to ascertain what, if any, information is known or has been recorded by Owner staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The Owner now agrees to make all reasonable efforts to assist the Design-Builder in obtaining timely access to Owner staff and Owner records for this purpose. Within ten (10) Working Days of the Owner delivering the Notice of Award to the Design-Builder, the Design-Builder will start conducting such due diligence inquiries and

must complete and deliver written confirmation of the completion of such inquiries to the Consultant prior to the Owner being obligated to issue the Notice to Proceed.

GC9.4.12 is added as follows:

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

- .1 unpaid WorkSafeBC assessments of the Design-Builder or any other employer for whom the Design-Builder is responsible under this Contract,
- .2 the acts or omissions of any person engaged directly or indirectly by the Design-Builder in the performance of this Contract, or for whom the Design-Builder is liable pursuant to the Design-Builder's obligations as the Prime Contractor, and which acts or omissions are or are alleged by the WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
- .3 any breach of the Design-Builder's obligations under Clause GC9.1

GC9.4.13 is added as follows:

The Design-Builder agrees to retain a full-time construction safety officer for projects governed by Section 1.8 and Sub-section 1.10.5 of the Vancouver Building By-law. The construction safety officer shall bear written proof of qualification satisfactory to the City of Vancouver's Director of Permits and Licenses.

## GC9.5 MOULD

GC9.5.1 is deleted in its entirety and replaced with the following:

If the Design-Builder or the Owner observes or reasonably suspects the presence of mould of the nature and quantity at the Place of the Work such that special handling and precautions are required under Environmental Law or that otherwise may reasonably present a hazard to the health and safety of persons, the remediation of which has not been separately arranged by the Owner or is not expressly part of the Work,

- .1 the observing party shall promptly report the circumstances to the other party by Notice in Writing;
- .2 the Design-Builder shall promptly take all reasonable steps, including stopping all or such portions of the Work as may be necessary to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
- .3 if the Owner and the Design-Builder do not agree on whether any mould discovered is of the nature and quantity such that special handling and precautions are required under Environmental Law or whether such mould may otherwise reasonably present a hazard to the health and safety of persons or with respect to what steps are appropriate to be taken to deal with the mould, or as to the cause of the presence of the mould, the Owner shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.2, the Owner shall pay for the cost of the expert's investigation and report. The Owner will provide a copy of the expert's report to the Design-Builder.

GC9.5.2 is deleted in its entirety and replaced with the following:

If the expert's report under paragraph 9.5.1.3 determines that the mould does not require special handling and precautions in compliance with Environmental Law or does not otherwise reasonably present a hazard to the health and safety of persons, the Design-Builder will pay for the cost of the expert's investigation and report. If the expert's report under paragraph 9.5.1.3 determines that the mould was caused as the result of the acts or omissions of the Design-Builder or anyone for whom the Design-Builder is responsible, the Design-Builder shall promptly, at the Design-Builder's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 make good any damage to the Work, the Owner's property and any property affected by the mould as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the Owner for all resultant costs and expenses reasonably incurred by the Owner; and
- .4 indemnify the Owner as required by GC12.1 - INDEMNIFICATION.

GC9.5.3 is deleted in its entirety and replaced with the following:

If the Owner and the Design-Builder agree, or if the expert's report under paragraph 9.5.1.3 concludes, that the presence of mould on the Place of the Work requires special handling or precautions under Environmental Law or otherwise presents a hazard to the health or safety of persons, and that the Design-Builder or anyone for whom the Design-Builder is responsible is not responsible for the presence of such mould, the Owner shall promptly at the Owner's expense:

- .1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such mould and to remediate the Place of the Work to such extent as is required to cause the Place of the Work to comply with all applicable Environmental Law;
- .2 reimburse the Design-Builder for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC9.1 - PROTECTION OF WORK AND PROPERTY; and
- .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Design-Builder and the expert referred to in paragraph 9.5.1.3 and reimburse the Design-Builder for reasonable costs incurred as a result of the delay, and

## GC10.1 TAXES AND DUTIES

GC10.1.1 is deleted in its entirety and replaced as follows:

The Design-Builder shall allow for the payment by the Design-Builder of all federal, provincial and municipal taxes, rates, levies, assessments and duties, both refundable and non-refundable, and all deposits, (temporary crossings, excavations, etc.), except for Value Added Taxes. The Design-Builder agrees that the Owner shall not be liable for any of the said items and agrees to indemnify and save harmless at all times the Owner from and against all claims

which may be made with respect thereto. The Owner will pay the Design-Builder the amount of the Value Added Taxes as indicated in ARTICLE A-4 CONTRACT PRICE of the AGREEMENT but its cost shall be excluded from the Contract Price.

GC10.1.2 is amended by revising the first line to read:

...in such included taxes, duties and rebates...

## GC10.2 LAWS, NOTICES, PERMITS AND FEES

GC10.2.2 is amended by deleting the following text from the last sentence:

...which were in force at the time of the proposal or bid closing.

GC10.2.4 is amended by revising the first sentence to read:

The Design-Builder shall be responsible to provide reasonable verification that the Contract Documents ...

## GC10.4 WORKERS' COMPENSATION

GC10.4 is deleted in its entirety.

## PART 11 INSURANCE - BONDS

GC11.1 INSURANCE (including the heading) is deleted in its entirety and replaced as follows:

### GC11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Design-Builder and Subcontractors shall be required to file with the Owner within ten (10) 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 insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.

11.1.2 The Design-Builder and any Subcontractors shall be required to file evidence of renewal of the insurance policies required under this GC11 with the owner at least fifteen (15) calendar days prior to their expiry.

11.1.3 In addition to the specific requirements below, all policies of insurance shall

- .1 be endorsed so as to provide for thirty (30) calendar days' prior notice to the Owner of cancellation, lapse or material change,
- .2 if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the Owner Insurance Group (as defined below) and all employees and agents of the Owner Insurance Group,
- .3 specifically name the City of Vancouver, and the Vancouver Police Department as additional insured, being collectively referred to in this GC11 as the "Owner Insurance Group"),
- .4 be issued by a company or companies authorized to issue insurance policies in British Columbia, and

- .5 be issued on a policy form acceptable to the Owner's Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from no later than the ten (10) Working Days after issuance of the Notice of Award through to the date of Total Performance of the Work.

**GC11.2 SPECIFIC INSURANCE COVERAGE is added as follows:**

11.2.1 Without restricting the generality of GC12.1 - INDEMNIFICATION, and despite the limits of liability set out in GC12.1 - INDEMNIFICATION, the Design-Builder shall provide at the Design-Builder's expense the following types of insurance:

- (a) Professional (Errors and Omissions) Liability Insurance with limits of not less than Two Million (\$2,000,000) Dollars per occurrence with an aggregate of not less than Three Million (\$3,000,000) at a deductible of not more than Fifty Thousand (\$50,000) Dollars, protecting the Design-Builder against all claims for loss or damage arising out of any wrongful act or error or omission of the Design-Builder or the Design-Builder's employees, agents or subcontractors in the performance of the Work.
- (b) Commercial General Liability Insurance protecting the Owner, the Design-Builder, and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Design-Builder, its Subcontractors, or their respective servants, agents or employees in connection with the Work. The policy shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Design-Builder under any contract or agreement, including the indemnity provisions of this Contract. The policy shall also include products and 24 month completed operations coverage and shall extend to liability arising out of non-owned automobiles. Commercial General Liability Insurance shall be for an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence, and shall include a standard form of cross-liability clause. The deductible per occurrence shall not exceed \$5,000.00.
- (c) Automobile Liability Insurance to be carried at all times on all licensed vehicles owned by or leased to the Design-Builder, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Design-Builder, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.
- (d) All-Risks Property Insurance in the joint names of the Design-Builder and the Owner Insurance Group, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the sum of the Contract Price. The deductible per occurrence shall not exceed ten thousand dollars (\$10,000).
- (e) Design-Builder's Equipment Insurance covering all equipment owned or rented by the Design-Builder and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City.



**GC11.3 FAILURE TO INSURE** is added as follows:

- 11.3.1 If the Design-Builder fails to provide evidence of the required insurance under this GC11 as and when required by the Contract Documents, then the Owner shall have the right to do so and then give evidence of same to the Design-Builder and the cost of doing so will then be payable by the Design-Builder to the Owner or at the Owner's option may be deducted from the Contract Price by Change Directive.

**GC11.2 BONDS**

GC11.2 (including the heading) is deleted in its entirety and renumbered as follows:

**GC11.4 BONDS**

- 11.4.1 The Design-Builder shall pay for and deliver to the Owner, within ten (10) working Days of issuance of the Notice of Award, a performance bond and a labour and material payment bond, which shall each be for fifty percent (50%) of the Contract Price and shall include, but shall not be limited to:

- .1 payment of any Consultant's and legal expenses incurred by the Owner in determining the extent of the Work executed and Work still to be executed, and any additional Work required as a result of the interruption of the Work,
- .2 payment of additional expenses caused to the Owner for watchmen's services, light, heat, power, etc. incurred to the Owner during the period between the default of the original Contract and the commencement of the new Contract,
- .3 extended guarantee periods, corrections after final payment, and warranty obligations, and
- .4 coverage of the faithful performance of all terms and conditions of the Contract Documents including all additions and revisions thereto permitted under the Contract.

- 11.4.2 Such bonds shall be issued by a duly licensed surety company authorized to transact the business of a surety in British Columbia and the bonds shall be maintained in good standing until the issuance of the Final Certificate for Payment and the expiry of the warranty. Subject to the requirements of this GC11.4, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

- 11.4.3 The Design-Builder will give the Owner Notice in Writing of any material change in the surety within five (5) calendar days of the occurrence.

**GC12.1 INDEMNIFICATION**

GC12.1.1 is deleted in its entirety and replaced as follows:

The Design-Builder now indemnifies and shall defend, indemnify and hold harmless the Owner, the project manager and their respective directors, officers, employees, agents, consultants or advisors (collectively, the "Indemnitees") from and against all claims, demands, losses, costs, damages, actions, suits or proceedings ("Liability"), whether founded in equity or at law including contract, tort or statute and howsoever caused, arising from or in any way connected with any wrongful or negligent act, error or omission of, or defective goods supplied by, the Design-Builder, Subcontractors, Suppliers or their respective employees or agents when attending the Site or in the performance of the Work, whether or not any one or more of the

Indemnitees are contributorily negligent. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnatee.

GC12.1.2 is deleted in its entirety and replaced as follows:

The obligation of the Design-Builder to indemnify hereunder shall be limited to five million dollars (\$5,000,000) per occurrence from the commencement of the Work until Substantial Performance of the Work and thereafter to an aggregate limit of five million dollars (\$5,000,000). However, despite any other term of this Contract, in no event will this limitation apply in any way to reduce or limit the indemnity or recovery by either party under any insurance policy or bond required by the Contract Documents and in no event will this limit apply to the Design-Builder's or Owner's obligations to indemnify under GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 - MOULD and GC10.3 - PATENT FEES.

GC12.1.3 is deleted in its entirety and replaced as follows:

The Owner and the Design-Builder shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES

## GC12.2 WAIVER OF CLAIMS

GC12.2.1 is deleted in its entirety and replaced as follows:

**Waiver of Claims by Owner:** As of the date of the Final Certificate for Payment, the Owner expressly waives and releases the Design-Builder from all claims against the Design-Builder including without limitation those that might arise from the negligence or breach of Contract by the Design-Builder except one or more of the following:

- .1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;
- .2 those arising from the provisions of GC12.1 - INDEMNIFICATION or GC12.3 - WARRANTY;
- .3 those arising from the provisions of GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES and those arising from the Design-Builder bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Design-Builder commences the Work; and
- .4 those arising from any liability of the Design-Builder for damages resulting from the Design-Builder's performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Design-Builder is proven responsible.

GC12.2.2 is deleted in its entirety and replaced as follows:

As of the date of the final certificate for payment, the Design-Builder expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of Contract by the Owner except:

- .1 those made in writing prior to the Design-Builder's application for Final Payment and still unsettled; and

- .2 those arising from the provisions of GC9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

GC12.2.3 is deleted in its entirety and replaced as follows:

GC12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

### GC12.3 WARRANTY

GC12.3 is deleted in its entirety and replaced as follows:

12.1.1 The Design-Builder shall perform the Work in a good and workmanlike manner.

12.3.2 The Design-Builder now warrants that the Work (and all Products) will be free from all defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products) for a period of one (1) year commencing from the issuance of the Certificate of Total Performance of the Work and for any Work and Products warranted by a Subcontractor or Supplier for a period of longer than one (1) year after Total Performance of the Work, the Design-Builder now warrants that it has fully and effectively assigned such warranty to the Owner and that the Owner may enforce same to the same extent and in the same manner as if the warranty had been issued directly to the Owner by that Subcontractor or Supplier.

12.3.3 For the purposes of this GC12.3, the phrase, “defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products)”

- (a) expressly excludes any and all defects arising from or contributed to by the acts or omissions of the Consultant in the design and specification of the Work as set out in the Drawings, Specifications, or other written instructions or directives issued by the Consultant under this Contract, but only to the extent of the Consultant’s defective design or specification, and
- (b) expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

12.3.4 During the warranty period, the Design-Builder will promptly repair and correct all defects at no cost to the Owner. If the Design-Builder fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the Owner may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the Owner will be payable by the Design-Builder to the Owner within seven (7) calendar days of receiving an invoice from the Owner for same. In the event of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, or inconvenience to the public, the repairs or corrections may be made without prior notice being sent to the Design-Builder.

12.3.5 Where, pursuant to GC13.1 - Occupancy, the Owner commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Total Performance of the Work, the warranty period will be deemed to commence from the issuance date despite such prior use, but only with respect to those portions of the Work and Products so used by the Owner.

12.3.6 Issuance of the Certificate of Total Performance of the Work will not extinguish any of the Design-Builder’s obligations under this Contract and the Design-Builder will remain liable to perform and complete all Work and carry out all obligations required under this Contract

**GC13.1 OCCUPANCY**

GC13.1 is added as follows:

The Owner reserves the right to take possession of and use any completed or partially completed portion of the Work, regardless of the time of completion of the Work, providing it does not interfere with the Design-Builder's Work determined by the Consultant.

GC13.1.2 is added as follows:

Such taking possession or use of such Work or part thereof as described in GC13.1.1 shall not be construed as final acceptance of the Work or any part thereof, or an acknowledgement of fulfillment of the Contract.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

SAMPLE

## SCHEDULE 2 - OWNER'S STATEMENT OF REQUIREMENTS

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**PART A - GENERAL REQUIREMENTS**

**SECTION 10101 - SUMMARY OF WORK**

**1.0 RELATED DOCUMENTS**

1. Drawings and general provisions of Contract, apply to work of this section.

**2.0 SECTION INCLUDES**

1. Contractor's use of site and premises.
2. Performance requirements for completed work.
3. Written summary of the work.
4. Work sequence.

**3.0 CONTRACTOR USE OF SITE AND BUILDING**

1. Access to the building is limited to the hours of 7:30 AM to 4:30 PM, Monday to Friday.
2. Utility outages and shutdowns are limited to the hours of 9:30 AM to 4:30 PM, Monday to Friday.
3. Time restrictions for performing work; 7:30 AM to 4:30 PM, Monday to Friday.
4. Maintain the building exits during construction including the required fire separations. Limited to blockage and provide temporary protection of openings made in fire separations at the end of each day.
5. Arrange for and obtain all inspections in relation to the Plumbing Permit and Building Permit.
6. Provide all permits, inspections and approvals required for the work.
7. Leaks found are to be repaired promptly in accordance with the contract requirements.
8. Ensure that the public spaces, entrances, drive isles, elevators, stairs and exits are available for the use at all times, unless notice has been given, describing the areas to be closed, the date, time and duration of the closure.
9. Elevator Use: There will be one designated elevator made available to the Contractor for the transportation of construction personnel and materials.

1. Provide suitable protective coverings, barriers, or such other methods or procedures to protect elevator work from damage or deterioration. Maintain protective measures throughout remainder of construction period. At the end of construction, restore the elevator to its original condition.
  2. Review temporary use of elevator, hours of use, scheduling of its use, cleanliness of cab, employment of operator, and maintenance of system with Owner on weekly basis. Generally confine hours of operations to 7:30 AM to 4:30 PM, Monday to Friday.
10. Washrooms: The Contractor is to provide portable washrooms for use of his employees.

**UNDER NO CIRCUMSTANCES ARE THE WASHROOMS WITHIN THE BUILDING TO BE USED.**

**11. Notices:**

1. Prepare and distribute notice to the Owner to enter any restricted areas stating the date and duration that access will be required.
  2. Do not enter the restricted area unless proper notice has been given.
  3. Maintain a log noting the day, time and suites that notice was given.
12. Keep public areas, such as hallways, stairs, elevator lobbies, free from accumulation of waste material, rubbish or construction debris.

**4.0 PERFORMANCE REQUIREMENTS FOR COMPLETED WORK**

1. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization. In addition to the requirement that every element of the work comply with applicable requirements of the contract documents, it is also required that the work as a whole comply.
2. Refer to Division 15 sections for the characteristics of electrical services to be connected to units of mechanical work. Provide all permits and drawings required for the proper connection to available services, including final connection of mechanical services and items to be relocated due to the installation of new equipment or piping. Comply with applicable provisions of the Canadian Electrical Code for electrical components. Electrical components include, but are not limited to, the relocation of lights, alarms, speakers, detectors and re-wired as required by authorities.

**5.0 WRITTEN SUMMARY OF THE WORK**

1. The Contractor to provide Design/Build services for the replacement of existing potable water distribution piping system and reconnections to existing plumbing fixtures, shower diverters and equipment. Include costs of appointed BC Registered Professional Engineer to complete the design services and provide letters of assurance per City of Vancouver requirements.
2. The Contractor is to obtain all permits and pay all fees. Arrange for and obtain all inspections in relation to the Plumbing Permit and Building Permit.

3. The Contractor is required to work with City's Environmental Dept. and City appointed consultant concerning abatement including removal and disposal of selected sections that will likely be disturbed through the replacement of domestic water pipes throughout the building. Actual removal and disposal of any hazardous material will be performed by the City supplied abatement contractor only

5.1 The work can be summarized as follows including the furnishing and installation of:

1. The repair of the existing domestic water piping system on a twenty four (24) hour basis from the commencement of construction to completion.
2. New potable hot, hot water recirculation and cold piping throughout, including balancing valves, water hammer inhibitors and valves complete with access panels.

*Note: Access panels in fire rated walls/ceilings/shaft enclosures shall be fire rated to suit fire rating.*

3. Provide potable reconnections to the following:

- a) Existing potable water heating storage tank/recirculation pump.
- b) Existing irrigation branch.
- c) Existing parkade hose bib distribution branch.

(New potable water piping installation shall be in coordination with existing architectural, structural mechanical and electrical features of the building.)

4. Install new DAHL stops with braided PEX supplies to all plumbing fixtures.
5. Install new electric instantaneous water heater for remote sink locations in lieu of recirculation hot water connection.
6. Install new backflow preventers at the following locations:
  - a) Sprinkler branch (reconstruct existing sprinkler connection to suit)
  - b) Potable water branch
  - c) Irrigation branch (in the parkade)
7. Install new pressure regulator station for low/high flow operation and by-pass with pressure gauges.
8. Install new temperature gauges at the hot water storage tank as follows:
  - a) Cold water inlet
  - b) Hot water outlet
  - c) Hot water recirculation connection



9. Install new isolation valves for each group of plumbing fixtures e.g. each washroom group.
10. Piping:
  - a) Copper piping shall be Type K for installation in water entry and mechanical room where exposed.
  - b) Uponor PEX tubing where routed through the ceiling return air plenum shall meet the flame and smoke spread ratings.
  - c) Aquatherm piping where routed through the ceiling return air plenum shall meet the flame and smoke spread ratings.
11. Insulate all new potable water piping installation to BCICA requirements.
12. Opening, repair of walls, ceilings to the original finish, be it a sprayed texture finish or painted. Where painting is required, the entire wall or ceiling that has to be opened shall be painted to match the existing paint finishes (corner to corner).
13. Removal and replacement of plumbing fixtures, cupboards, countertops, mirrors, lights, exit signs, smoke and heat detectors, wallpaper etc. to facilitate the installation of piping. Where wallpaper is removed, the entire panel of wallpaper shall be removed, wall cleaned, plastered, sanded, primed and painted.
14. Repair and finishing of surfaces of all walls, floors, ceilings in the building damaged or disfigured by the installation of the piping systems to match existing.
15. Cleaning of the areas where construction has taken place.
16. Removal of waste material in contractor-supplier container (building garbage container is not to be used).
17. Fire stopping of piping penetrations through fire rated floor and wall assemblies.
18. Provide protective coverings to elevator, floors and walls where damage may occur. Protect wall and floor coverings within the building.
19. Opening and repair of fire rated walls in the building.
20. Remove affected ceilings and replace with gypsum board valences and ceilings complete with "Stipple" sprayed textured finish or paint to match existing. Remove and reinstall T-bar panels as required. Replace damaged panels as a result of the work.
21. Coring of holes to allow installation of piping in new locations. If existing openings are not suitable, enlarging of existing holes by "chipping" or drilling shall be included.
22. Provide X-ray of concrete floors and walls prior to drilling or core drilling to locate concealed electrical conduit, post-tension cables and structural re-bar. Include costs of appointed BC Registered Professional Engineer to review x-rays and provide letter of approval.
23. Install dielectric couplings between dissimilar metals.

24. Relocation or removal of existing lights, exit signs, detectors, bell, sensors speakers etc and associated wiring where in conflict to suit new piping installation.
25. Remove all abandoned, exposed piping in hallways, storage rooms, etc
26. Include for the production of record drawings.
27. Should tile work be damaged and require replacement, the Contractor is required to:
  - a) Replace with matching coloured tile, or
  - b) Replace with a contrasting coloured tile including replacement of groups of tile on side and end walls to create a pattern.
  - c) Install to the Owners' satisfaction.
28. Supply and install temporary valves and piping as necessary to facilitate the pipe replacement process and maintain a water supply to the building if required.
29. Include for removal and replacement of double drywall at demising walls and fire separation walls.
30. Include for removal and replacement of insulation in demising walls and fire separation walls.
31. Maintain operable fire protection system for the premise at all times. Where system disruption is required, notify the Owner to coordinate the system shutdown. Contractor to provide necessary fire watch to Fire Authority requirements.
32. All potable water piping systems shall be identified and colour coded. Arrows shall indicate the direction of flow. The colour code shall match existing.

#### 4. WORK SEQUENCE

1. The building will be unoccupied during the construction. Coordinate construction schedule and operations with the Owner:
  1. Core drilling and cut for water supplies and distribution mains.
  2. Isolation of hot, cold, and recirculation risers to be replaced. Existing shut-off valves are to be used for isolation.
  3. Removal of hot, cold, and recirculation pipe risers and associated branch piping.
  4. Replacement of hot, cold, and recirculation pipe risers and branch piping.
  5. Testing of replaced risers and branch piping.
  6. Give the Owner seventy two (72) hour notice for access to restricted areas of the building.
  7. Close corridor walls and repair drywall and T-bar installations.

8. Construct furring and drops where required.
  9. Paint and finish walls and furring.
  10. Professionally clean the areas where work was undertaken during the day.
  11. Remove all abandoned exposed piping, equipment and controls no longer used. Risers, run-outs and other piping concealed in walls may be abandoned.
2. It is anticipated that some of the above items can occur simultaneously.

END OF SECTION

SECTION 01120 - ALTERATION PROJECT PROCEEDURES

1.0 REQUIREMENTS INCLUDED

1. Protection additional to requirements of Section 01500.
2. Existing entrances and exiting.
3. Nuisance and disturbance to Owner.
4. Matching existing work.
5. Making good.

2.0 PROTECTION

1. Take precautions to prevent damage to existing items being reused.
2. Seal heating and ventilating grilles in rooms where dust will develop during alteration. Take precautions to prevent dust from entering building duct system.
3. Refer to Section 01500 regarding continuous use of premises by Owner during work.

3.0 ENTRANCES AND EXITS

1. Keep existing entrances and exits free from obstruction throughout alteration work.
2. Maintain existing fire exits. Provide alternative and additional exits where required by authorities having jurisdiction.

4.0 NUISANCE

1. Perform cutting, drilling and hammering operations with least amount of noise and disturbance to Owners.
2. Locate high level noise machinery away from portions of building occupied and used by Owners.
3. Keep extremely noisy construction operations to a minimum or arrange a time with Owner when nuisance will be minimized.

## **5.0 MATCHING EXISTING WORK**

1. New work and all alteration work to match in every respect similar items in existing building.
2. Use new materials, fixtures and equipment to match existing items. Where perfect matches cannot be made as to quality, texture, colour or pattern, remove existing materials and replace with new materials of comparable quality selected by the Owner's Representative.
3. Execute work carefully wherever existing work is being reused. Make repairs to such reused items after reinstallation to properly restore them. Where proper restoration is impractical, such items will be rejected and replaced. After removal of reusable items, patch and repair original location carefully.
4. Wherever existing work is being altered to make way for new work, perform such cutting and patching neatly and make finished installations equal to quality and appearance.
5. Where new work is a continuation or an extension of existing work, take care to meld the two with complete regard to appearance. Where possible, make joints in concealed or "less obvious" places.
6. Wherever a part of a wall is altered, paint entire wall at completion of work. Wherever two or more walls are affected, paint entire room.

## **6.0 MAKING GOOD**

1. Include cost of making good all work disturbed by removal of existing work, fixtures, fittings, or by installation of new or removal of old mechanical and electrical services.
2. Make good surfaces to match adjacent existing surfaces, unless otherwise indicated.

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

1.0 REQUIREMENTS INCLUDED

1. Scheduled preconstruction meetings and progress meetings.

2.0 ADMINISTRATIVE

1. Schedule and administer project meetings at call of the Owner's Representative and when required to maintain progress of work.
2. Prepare agenda for meetings.
3. Distribute written notice of each meeting in advance of meeting date to the Owner's Representative and required participants.
4. Provide physical space and make arrangements for meetings.
5. Preside at meetings.
6. Record the minutes of meeting. Include significant proceedings and decisions. Identify 'Action By' parties.
7. Reproduce and distribute copies of minutes within three (3) days after each meeting and transmit to meeting participants, affected parties not in attendance and the Owner's Representative.
8. Representative of Contractor, Sub-Contractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

3.0 PRECONSTRUCTION MEETING

1. Within a reasonable time after award of contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
2. Representatives of the Owner, Contractor, major Sub-Contractors, field inspectors and supervisors, will be in attendance.
3. Establish time and location of meeting and notify parties concerned a minimum of five (5) days before meeting.
4. Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
5. Agenda to include the following:
  - 1 . Appointment of official representative of participants in the work.
  2. Schedule of work, progress scheduling.

3. Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences.
4. Site security.
5. Contemplated change notices, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements (GC).
6. Record drawings (Section 15050).
7. Maintenance manuals (Section 15050).
8. Take-over procedures, acceptance, warranties.
9. Monthly progress claims, administrative procedures, photographs, holdback.
10. Appointment of inspection and testing agencies or firms (Section 15050).
11. Insurances, transcript of policies.

#### 4.0 PRE-INSTALLATION MEETING WITH OWNER

1. Prior to the start of the work, schedule and administer one meeting to explain the work and schedule to the Owner.
3. The Owner and the Owner's Representative will assist in the presentation, but the arrangements are the responsibility of the Contractor. Provide a minimum of two (2) people complete with schedules.

END OF SECTION

## SECTION 01500 - CONSTRUCTION FACILITIES

### 1.0 REQUIREMENTS INCLUDED

1. Installation/removal.
2. Dust tight screens.
3. Access to site.
4. Sanitary facilities.
5. Temporary telephone.
6. Protection for off-site and public property.
7. Fire protection.
8. Protection of building finishes and equipment.
9. Security.(Please note, photo identification is to be worn by all Contractors and Sub-Contractors' employees while on site)
10. Equipment/tool/materials storage.
11. Project cleanliness.

### 2.0 INSTALLATION/REMOVAL

1. Provide construction facilities and temporary controls in order to execute work expeditiously.
2. Remove from site all such work after use.

### 3.0 DUST TIGHT SCREENS

1. Provide dust tight screens or partitions to localize dust generating activities, and for the protection of workers and finished areas of work.
2. Maintain and relocate protection until such work is complete.
3. HVAC return air openings within the work area shall be sealed temporarily during the work activity



#### 4.0 ACCESS TO SITE

1. Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to work.

#### 5.0 CONSTRUCTION PARKING

1. At the time of the issuance of the RFP there are no parking provisions made for Contractors and Sub-Contractors.

#### 6.0 SANITARY FACILITIES

1. Provide sufficient sanitary facilities for workers in accordance with local health authorities.
2. Maintain in clean condition. Place within area enclosed by hoarding in location approved by Owner.

#### 7.0 TEMPORARY TELEPHONE

1. Provide and pay for temporary telephones necessary for own use.

#### 8.0 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

1. Protect surrounding private and public property from damage during performance of work.
2. Be responsible for damage incurred.

#### 9.0 FIRE PROTECTION

1. Provide and maintain temporary fire protection equipment during performance of work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.
2. Open fires and burning of rubbish is not permitted on site.

#### 10.0 PROTECTION OF BUILDING FINISHES AND EQUIPMENT

1. Provide protection for finished and partially finished building finishes and equipment during performance of work.
2. Provide necessary screens, covers, hoardings as required.

3. Be responsible for damage incurred due to lack of or improper protection.

#### 11.0 SECURITY

1. Be responsible for security of site and contents of site.

#### 12.0 EQUIPMENT/TOOL/MATERIALS STORAGE

1. Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
2. Store non-enclosed materials on site in manner to cause least interference with work activities. Locate within hoarding.

#### 13.0 PROJECT CLEANLINESS

1. Maintain work in tidy condition, free from accumulation of waste products and debris.
2. Remove waste material and debris from site and deposit in waste container at end of each working day. Contractor to supply waste container.
3. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

END OF SECTION

## SECTION 01700 - CONTRACT CLOSEOUT

### 1.0 SYSTEMS DEMONSTRATION

1. Prior to final inspection, demonstrate operation of each system to Owner or Owner's Representative.
2. Instruct personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as the basis for instruction.

### 2.0 DOCUMENTS

1. Collect reviewed submittals and assemble documents executed by Subcontractors, Suppliers and Manufacturers.
2. Submit material prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit within ten (10) days after start-up. For items of work delayed materially beyond date of Substantial Performance, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
3. Provide warranties and bonds fully executed and notarized.
4. Submit a final statement of accounting giving total adjusted contract sum, previous payments and monies remaining due.
5. The Owner's Representative will issue a final change order reflecting approved adjustments to Contract Sum not previously made.

### 3.0 PROJECT COMMISSIONING

1. Expedite and complete deficiencies and defects identified by the Owner's Representative.
2. Review maintenance manual contents, operating, maintenance instructions, record 'as-built' drawings, materials for completeness.
3. Maintenance manual to include system description, valve tag schedule, etc.

### 4.0 INSPECTION TAKE-OVER PROCEDURES

1. Prior to application for Certificate of Substantial Performance, carefully inspect work and ensure it is complete, that major and minor construction deficiencies are complete and corrected and the building is clean and in condition for occupancy. Notify the Owner's Representative, in writing, of satisfactory completion of work and request an inspection.

2. During the Owner's Representative's inspection, a list of deficiencies and defects will be tabulated. Correct same.
3. When the Owner's Representative considers deficiencies and defects have been corrected and it appears requirements of the Contract have been performed, make application for Certificate of Substantial Performance.

END OF SECTION

## PART B - FINISHES

### SECTION 09101 - CEILINGS AND WALLS

#### 1.0 GENERAL

1. Existing suspended ceiling systems, walls, millwork, furrings, etc., shall be cut, altered, or removed as required to make way for the installation of the new systems. After the installation is complete, all surfaces shall be made good to match existing surfaces.
2. Refer to Section 01010.

#### 2.0 GYPSUM BOARD SYSTEMS

1. Where drywall ceilings or walls are damaged or removed in the course of the work, they shall be patched or replaced and made good to match existing. Tape, fill, and finish all joints using the three coat system to give a level 4 finish. Finish to match existing. Provide prime coat finish and make it ready for final finish painting.
2. Standard Gypsum Board: CSA A82.27 or ASTM C36; 2@ or e@ thick, maximum permissible length; ends square cut, tapered edges. Use for furring or chases in corridors or within suites.
3. Fire Rated Gypsum Board: Type "X", CSA A82.27 or ASTM C36; fire resistive type, UL or ULC rated; 2@ or e@ thick, as required, maximum permissible length; ends square cut, tapered edges. Use for repair of corridor walls and walls between units, where fire resistive construction is required, thickness determined by existing construction.
4. Backing Board: High density, cementitious, glass fibre reinforced, 2@ thick; 2@ wide coated glass fibre tape for joints and corners; Dens-Shield manufactured by Georgia Pacific. Rated where part of corridor or suite separation wall.

#### 3.0 PLYWOOD

1. Where plywood is damaged or removed in the course of the work, it shall be patched or replaced, and made good to match existing. Plywood shall be the same thickness as existing, nails shall be set, and holes shall be filled. Finish to match existing. Provide prime coat finish and make it ready for final finish painting.

#### 4.0 FLOORING

1. Make good and finish any damaged flooring to match existing.

#### 5.0 CEILING SUPPORT MATERIALS AND SYSTEMS

1. Size ceiling support components to comply with ASTM C 754 unless otherwise indicated.
2. Furring, Framing and Accessories: ASTM C645, galvanized sheet steel, 26 gage thick unless otherwise indicated or required to match existing, with knurled faces; 12@ angles to be 20 Gage thick.
3. Fasteners: ASTM C514.
4. Main Runners: Steel channels with rust inhibitive paint finish, hot or cold-rolled.
5. Hanger Wire: ASTM A 641, soft, Class 1 galvanized.
6. Furring Anchorages: 16 gage galvanized wire ties, manufacturer's standard wire-type clips, bolts, nails or screws as recommended by furring manufacturer and complying with C 754. Size devices for 3 x calculated load supported except size direct pull-out concrete inserts for 5 x calculated loads.

#### 6.0 WALL/PARTITION SUPPORT MATERIALS

1. Studs: ASTM C645 galvanized sheet steel, 26 gauge thick, 3e@ section depth, unless otherwise indicated or required to match existing.
2. Runners: Match studs; type recommended by stud manufacturer for floor and ceiling support of studs, and for vertical abutment of drywall work at other work.
3. Furring Members: ASTM C 645; 0.0179" min. thickness of base metal, hat-shaped.
4. Fasteners for Furring Members: Type and size recommended by furring manufacturer for substrate and application indicated.
5. Anchorage to Substrate: Tie wire, nails, screws and other metal supports, of type and size to suit application, to rigidly secure materials in place.

#### 7.0 FIRE-RATED T-BAR CEILING

1. Fire-rated t-bar ceiling:

- Ceiling tile = Eclipse Climaplus - Colour - White

- T-bar = OXL - Colour - Flat White

## 8.0 NON-FIRE RATED T-BAR CEILING

### 1. Non-rated t-bar ceiling:

- Ceiling tile = Astra Climaplust - Colour - White
- T-bar = OX - Colour - Flat White

*Please note - it is preferable that the ceiling tiles that are acceptable for their intended function and aesthetically pleasing be kept and re-used*

END OF SECTION

SECTION 09200 - ACCESS DOORS

1.0 ACCESS DOORS

1. Access panels shall be similar to those manufactured by MYFAB:
  - a) Series UA for non-fire rated; and
  - b) Series MFRU for fire rated access door.
2. Provide and install access doors as necessary to make all valves, equipment, etc. accessible for servicing or balancing. They shall be a minimum of 8" x 8".
3. Access doors shall be installed at all drain valves, control valves, expansion compensators, water hammer arrestors, pressure reducing valves.
4. Access doors, drywall and plastered walls and ceilings shall be flush type made of 14 gauge steel with perforated anchor flange and plaster key and screwdriver cam locks.
5. Access doors in tile, brick, or masonry finish walls shall be flush type made of 14 gauge steel having mounting flange, adjustable anchor straps, concealed hinges, and screwdriver cam locks.
6. Access doors in fire rated walls and partitions shall be rated and U.L.C. labelled for closure rating required.

END OF SECTION



## SECTION 09900 - PAINTING

### 1.0 SUMMARY

1. Section Includes: Furnishing of all labour, materials, services and equipment necessary for the supply and application of field applied painting, including preparation, priming and finishing of materials as indicated on the drawings and specified herein.
2. The work of this section shall include, but shall not necessarily be limited to the following:
  1. Painting, stippling and finishing of interior walls and ceilings where cutting and patching of existing gypsum board has occurred and where identified on the drawings and other sections of this specification.
  2. Painting, stippling and finishing of new valences, walls and ceilings in "common" areas.
  3. Bathroom ceilings are to be painted corner to corner.
  4. All patched walls are to be painted corner to corner.
  5. Paint colours are to match existing.
  6. Painting and finishing of all wood trim and steel fabrications.
  7. All coating systems materials including primers, emulsions, enamels, stains, sealers, and fillers, and other applied materials used as prime, intermediate of finish coats.
  8. Existing stippled dropped ceilings shall be scraped corner to corner and then restippled where necessary.

### 2.0 RELATED WORK

1. Colour code marking bands for identification of piping.

### 3.0 REFERENCE STANDARDS

1. New Surfaces: Master Painters Institute Architectural Painting Specification Manual, latest edition referenced as the MPI Manual.
2. Existing Surfaces: Maintenance Repainting Specification Manual of the Master Painter and Decorators Association (MPDA) of British Columbia - latest edition referenced as the MR Manual.

### 4.0 ENVIRONMENTAL REQUIREMENTS

1. Do not apply paint finish in areas when dust is being generated.
2. Conform to requirements of MPDA.

## 5.0 WARRANTY

1. Provide MPA 2 Year Guarantee or 100% 2 Year Maintenance Bond for painting commencing at date of Substantial Performance.
2. Both guarantee and maintenance bond to be in accordance with requirements of the MPI Manual.
3. Provide and pay for MPI Inspection pursuant to guarantee or maintenance bond.

## 6.0 MATERIALS

1. Acceptable Products: In accordance with MPI approved product listings.
2. Paint materials for each paint system to be products of single manufacturer.

## 7.0 PREPARATION OF SURFACES

1. Prepare surfaces to receive paint in accordance with MPI Manual requirements.

## 8.0 APPLICATION

1. Sand and dust between each coat to remove defects visible from distance up to 1.5 m.
2. Finish closets and alcoves as specified for adjoining rooms.

## 9.0 PAINT SYSTEMS - NEW SURFACES

1. Use MPI appropriate exterior and interior painting system to match existing paint type, premium grade unless noted otherwise.

## 10.0 EXISTING FINISHES

1. Repainting: Use appropriate MR Manual system for repainting existing finishes. In particular, paint existing grilles located on exterior walls.
2. Touch Up: Use finish coat of respective new surface paint system for minor repair of existing finishes. Use system primer where existing finishes are damaged down to bare surface.

END OF SECTION

PAT C - MECHANICAL

SECTION 15050 - MECHANICAL GENERAL PROVISIONS

1.0 DRAWINGS

1. The drawings which accompany this specification shall be read in conjunction with existing conditions. This Contractor will be required to make, without charge, any necessary modifications in the arrangement of piping or ductwork to accommodate structural conditions or the work of other trades.
2. The positions of services shown are diagrammatic only, and it is intended that all piping be run concealed unless specifically noted otherwise.
3. The Contractor, when estimating, shall visit the site and make himself/herself familiar with all existing conditions and allow for same in his Proposal.
4. The contract drawings shall not be used for the prefabrication of piping, breechings, etc. Where the Contractor prefabricates certain sections of the work he shall be responsible to take all required field measurements and surveys, to check out and make due allowance for the work of other trades, structure, and available space, and be fully responsible for his work.

2.0 CUTTING AND PATCHING

1. The Contractor will be responsible for all required cutting of holes through walls and floors to make way for the passage of piping, patching, finishing and painting.
2. All cutting of concrete shall be done with a diamond drill, particular care shall be taken to contain all water used and to minimize water damage. The Contractor shall coordinate the work with all trades and be responsible for the layout and location of all cutting.

3.0 MATERIALS

1. All materials furnished and entering into the installation shall be new and of the best quality. Where two or more units of the same type of equipment are required, they shall be the product of the same manufacturer. All equipment and materials shall be installed in accordance with the manufacturer's recommendations.

4.0 SUBSTITUTION OF EQUIPMENT

1. The Contractor shall base his Proposal on the goods specified or he may submit a Proposal using alternative material, provided such alternative material receives the written approval of the Owner's Representative prior to closing of Proposals. Requests must be submitted in three copies at least five full working days prior to the closing of Proposals for this trade, and shall include a self-addressed stamped envelope.
2. Where the Contractor proposes to use alternative material which requires any redesign, changes, or additions to the structure, piping, ductwork, wiring, etc., the cost of all such redesign, new drawings, changes, and additions required shall be borne by the Contractor.

#### **5.0 GUARANTEE**

1. The Contractor shall guarantee that all apparatus shall develop the capacities and characteristics specified. The guarantee period shall be twenty four (24) months from the date of substantial completion of the general contract for the project as established by the owner. During this period, any defects in materials, workmanship, or performance shall, without cost to the owner, be remedied within a reasonable length of time of notice being received from the owner. The Contractor shall undertake all service or adjustment required to the equipment during this period as part of the guarantee.
2. The guarantee period shall not be shortened, or the terms altered, due to the use of the owner's equipment during construction.

#### **6.0 CODES**

1. This Contractor shall be responsible for keeping all public ordinances, giving all required notices, and obtaining and paying for all required permits and licenses. He shall include and pay for all required fees and charges that are in any way connected with the work or installation.
2. All work and materials supplied under this contract shall be in accordance with all local, provincial, and federal codes and by-laws. All electrical equipment furnished shall be C.S.A. approved. Where any code requires special details or submission of drawings, these shall be furnished by the Contractor and he shall pay all costs in connection with same. The Contractor shall furnish all required inspection and first-year operating certificates to the owners and pay for same.

#### **7.0 EQUIPMENT OPERATION**

1. All equipment operated by this Contractor prior to final acceptance of the building shall be maintained by this Contractor. All equipment shall be lubricated by the Contractor using correct lubricant at regular intervals.
2. All lubricating positions on equipment shall be arranged or extended to accessible locations by this Contractor.
3. Three sets of any keys, operators, special tools, etc., required for the operation and maintenance of the systems shall be turned over to the owner.

## 8.0 TESTS AND CERTIFICATION

1. The Owner's Representative reserves the right to have the Contractor arrange or carry out tests at the Owner's Representatives direction, on any piece of equipment, device, or material installed under this contract, to prove compliance with specifications and codes. Tests shall be carried out in a manner deemed acceptable by the Owner's Representative for such reasonable lengths of time and at such times as the Owner's Representative may be required to provide a complete and thorough test of said materials, devices and equipment to verify performance and material compliance. All such tests shall be carried out complete to the Owner's Representative's satisfaction prior to final completion and acceptance of the work.
2. Such tests shall not be construed as acceptance of any part of the contract, and it is agreed and understood that no claim for damage will be made by the Contractor for any injury or breakage to any part or parts of the above due to the tests, whether caused by destructive testing, weakness or inaccuracy of parts, or by defective materials or workmanship of any kind whatsoever.
3. Where the Owner's Representative requires that tests be carried out, the Contractor shall arrange for all such tests to be carried out in a quick and expedient manner so as not to delay any portion of the work. Where, in the Owner's Representative's judgement, such equipment, devices or materials are found by the tests to be defective or deficient, the Contractor shall immediately remove such equipment, devices or materials from the job site and replace same with proven acceptable materials at his own expense.
4. The Contractor shall supply and pay for all labour, materials and equipment required to carry out all tests. Where, in the opinion of the Owner's Representative, tests are required to be carried out by certified testing laboratories, the Contractor shall pay all laboratory fees, charges and disbursements.
5. Where any equipment, devices, or materials are required to be manufactured to specified standards, all such materials shall bear identification marks clearly indicating the standards of compliance. The Owner's Representative reserves the right to demand that the mechanical Contractor provide written certificates from the manufacturer of all such equipment, devices and materials, certifying that all such materials have been manufactured to and meet the specified standards.

## 9.0 LABELS AND IDENTIFICATIONS

1. All electrical equipment, instruments, control valves, main valves, pumps, etc., shall be labelled, numbered, and indexed. Labels and tags shall be lamoid plates, white writing on black background. The size and location of labels and tags and the size of lettering shall suit the area and installation and shall be as directed. Valve tags shall be minimum 1-1/2" diameter. Tags and labels shall be secured on or adjacent to equipment. Valve and instrument tags shall be secured to the equipment with brass chains.
2. A directory shall be prepared listing each piece of equipment, the service it performs, its number, and its location. A copy of the directory shall be bound into each maintenance manual.
3. All piping systems shall be identified and colour coded. Arrows shall indicate the direction of flow. In the case of new buildings the colour code shall be as directed. On existing buildings the colour code shall match existing. Colour coding shall be 2-1/2" wide bands of pressure sensitive colour

code tape applied around the pipe with a 50% overlap. Identification legends and arrows shall be pressure sensitive tape and shall be secured with colour code bands. Coding, identification, and arrows shall be applied to pipe at twenty (20) feet intervals, at all access panels, and at all equipment. Colour coding tape, identification legends, and directional arrows shall be Brady, or City of Vancouver approved equivalent.

4. Where valves, controls, and other mechanical equipment is located concealed above T-bar ceilings, colour identification dots shall be fixed to the T-bar surface to identify their location.

#### 10.0 TRADESMEN

1. Only tradesmen holding valid Provincial Trade Qualification Certificates shall be employed on the project. Tradesmen shall only perform work that their certificates permit. Provincial Trade Certificates shall be available for inspection by the Owner's Representative.

#### 11.0 TRADE COOPERATION

1. This Contractor shall work in close cooperation with all other sub-trades, including mechanical, electrical, and ceiling installation trades, in the installation of his work. He shall coordinate the installation of his work with that of the above trades and make any required modifications or adjustments necessary so that the work of all trades is installed without interference.

#### 12.0 CONNECTIONS TO OTHER EQUIPMENT

1. The Contractor shall examine the drawings and specifications of all other trades for connections to equipment. The Contractor shall make all such connections as required by his trade complete with all materials etc., required for the proper operation of the equipment, and as required by codes and inspection having jurisdiction.

#### 13.0 EXISTING SERVICES

1. The Contractor, before submitting his Proposal, shall visit the site and building, and make himself/herself fully familiar with all existing conditions, structure, piping, ductwork, equipment, etc. He shall check the location of all existing services, piping, ductwork, equipment, and structure, and allow for same in his Proposal.

#### 14.0 EXISTING EQUIPMENT, PIPING AND DUCTWORK

1. Except as specifically noted elsewhere in this specification, all existing equipment, piping, fittings, valves, trim, ductwork, hangers, insulation, fixtures, trim, etc., that are disconnected and removed from service in the alterations, and which are no longer required in the new installation, shall become the property of the Contractor, who shall remove them from the site and dispose of them.

2. Where equipment, piping and ductwork are removed from service, all hangers, stands, supports, brickwork, etc., shall be removed complete.
3. Where necessary, the Contractor shall be required to make any required alterations to existing piping, ductwork, services, etc., to make way to the installation of the new system.

#### 15.0 SURVEYS AND MEASUREMENTS

1. The Contractor shall base all measurements, both horizontal and vertical, from established benchmarks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.

#### 16.0 SHOP DRAWINGS

1. The Contractor shall submit one electronic copy of manufacturer's certified Master Copy shop drawings to the Owner's Representative for review prior to fabrication or manufacture of any equipment or special items.
2. Master Copy shop drawings shall be size 82 @ x 11", 82 @ x 14", or 11" x 17" single sided printable copies in PDF format. The size used shall suit the content and shall leave clear space for stamps and/or comments.
3. The Master Copy shop drawings shall be reviewed by and certified by the Contractor prior to submitting them to the Owner's Representative. The Contractor shall examine the shop drawings carefully, review their content, check for errors and omissions, and mark up same or return them to the manufacturer for correction and resubmission. The Contractor shall stamp and sign the shop drawings and then submit both copies to the Owner's Representative through the normal Contractor/Owner's Representative channels as required by the project.
4. The Owner's Representative will review the Master Copy shop drawings, and on completion of his review shall make a copy and return the Master Copy shop drawing to the Contractor through the normal channels. A digital copy of the Master shop drawing shall be available to any party requiring them which shall be copied through the approved channels upon request.
5. The review of shop drawings by the Owner's Representative is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Owner's Representative approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Construction and Contract Documents.
6. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for coordination of the work of all sub trades.
7. The review of shop drawings by the Owner's Representative shall be mutually understood to refer to general design only. If errors in equipment, configuration, or dimensions, or interference with the work are noticed, the attention of the Contractor will be called to such errors or interferences. The review of the drawings will in no way relieve the Contractor from the responsibility for said errors or interferences, or from the completion of the work as called for on the drawings and in the specifications. The shop drawings do not supersede the contract documents.



## 17.0 PROJECT RECORD DRAWINGS

1. The Contractor shall maintain on-site, one complete set of white drawings. These drawings shall be maintained on-site, in good condition, to record all changes, revisions, addenda, etc. They shall not be used for any other purpose. This site record set of drawings shall be kept up to date and shall be available on-site at all times for review by the Owner's Representative.
2. All change orders, and all revisions and alterations to the work shown on the original contract drawings, which occurs after the award of contract, shall be incorporated onto the site record drawings. All addenda issued to the original contract drawings shall be incorporated onto the site record drawings. All changes in invert elevations shall be noted and recorded. All revisions and changes shall be neatly drawn and recorded in red pencil.
3. At completion of the work, the Contractor shall produce record drawings for the project. The Contractor shall allow a cost of Two thousand dollars (\$2,000.00) plus HST for this work (this amount shall be entered into Table 4 within Schedule B, Pricing).
4. The AutoCad operator shall add the statement "Project Record Drawings", "certified by (the name of the Contractor)", and the current date to each sheet of drawings. Drawing prints shall be reviewed and certified by the Contractor.

## 18.0 COMMISSIONING AND COMPLETION OF WORK

1. It shall be the Contractor's responsibility to furnish and install all required labour, equipment, instruments, and procedures to commission the complete mechanical system into operation. This shall include the following items:
  - .1 Carry out initial start up of all systems including the following:
    1. Check operation of all equipment, machinery, and systems, correct pump rotation, etc.
    2. Lubricate all motors and equipment.
    3. Provide three sets of all keys, operators, or special tools, etc., required for the operation and maintenance of all equipment and systems. These shall be turned over to the owner. Obtain a signed receipt.
    4. Balance all water systems as specified.
    5. Set up and calibrate all controls, operators, and instruments. Place controls' system in operation. Check out sequence of operation step by step.
    6. Clean all piping systems as specified.
    7. Check that proper overload protection has been provided for all motors.
    8. Check for any abnormal equipment vibration or noise. Determine cause and rectify.
  - .2 Prior to request for final inspection and substantial completion of the work:

1. Check out operation of the entire system as a whole.
  2. Label and identify all controls, operators, switches, systems, equipment, etc.
  3. Clean out all strainers, traps, filters, etc. All strainers and traps shall be tagged with the date of inspection and cleaning noted.
  4. Check and prove out operation of all safety and operating devices, controls, time clocks, and interlocks.
  5. Provide all required inspection and operating certificates and affidavits.
  6. Re-check operation and calibration of all controls, operators, and instruments. Re-calibrate as required.
  7. Provide water systems balancing reports.
  8. Provide complete Maintenance Manuals at least two (2) weeks prior to request for inspection.
  9. Provide Record Drawings.
  10. Provide a letter to the Owners with a copy to the Owner's Representative certifying that the work is complete and that all systems and controls have been checked and proven out and are in full operation.
  11. Draw up a proposed time schedule for the testing and demonstration phase of the inspection for approval by the Owner's Representative. This schedule shall be divided into days and daily time periods and shall list all the various systems, sub-systems, controls, and equipment, and the estimated time period to be devoted to testing and proving out the operation of each item. The time schedule shall take into consideration the Owner's use of the building and facilities and shall not interfere with his operations.
- .3 When all the above requirements have been carried out the Owner's Representative shall arrange a final inspection of the work for substantial completion. The Contractor and his specialist Sub-Contractors shall be in attendance for this inspection. The Contractor and his Sub-Contractor shall provide all necessary labour, tools, and equipment to carry out all required inspections and tests. They shall test and prove out the operation of all systems and related equipment to the satisfaction of the Owner's Representative. They shall test and prove out the operation and calibration of all controls, systems, electrical circuits, switches, safety devices, and systems. All tests shall be carried out complete by the Contractor and his Sub-Contractors. The Owner's Representative and the Owner will act as observers only.
- .4 All tests shall be arranged at a time to suit the Owner and operators.
- 5 Acceptance of the mechanical systems is conditional upon performance and completion of every aspect of the foregoing. If substantial completion cannot be declared for reasons of incompleteness, deficiencies, or non-performance, the Owners shall not be denied the use of the building spaces or operable systems and equipment. All operable systems and equipment shall be fully maintained by the Contractor until acceptance can be declared. The warranty period for the work shall commence only upon substantial completion.

- . 6 Submit prior to application for final payment

END OF SECTION

## SECTION 15094 - HANGERS AND SUPPORTS

**1.0 HANGERS AND SUPPORTS**

1. Provide hangers or other approved supports at intervals as indicated below, both in horizontal and vertical runs.
2. All piping shall be supported using seismic restraints and sway bracing as outlined in the C.A.L.S.M.A.C.N.A./P.P.I.C. Standard Manual. Refer to this Manual for full details.
3. Piping shall be suspended from hangers using carbon steel threaded hanger rods attached to concrete inserts, or from bolted brackets.
4. Inserts must be drilled-in type. Explosion type inserts not permitted. Refer to section 15160, Core Drilling.
5. All hangers shall be adjustable type. Strap hangers shall not be permitted.
6. Where a clevis hanger is used, provide securing nuts above and below clevis strap.
7. Provide Grinnell roller supports, floor stands, wall brackets, etc., for all lines running near the floor or near the walls, which can be properly supported or suspended by the floors or walls. Pipe lines near walls may also be hung by hangers carried from approved wall brackets at a higher level than the pipe.
8. Locate hangers at not more than 600 mm (24") from each change of direction of horizontal piping, all valves and branch connections.
9. Hangers on structural steel must be clamped in position. Drilling holes in structural steel is absolutely prohibited.
10. Parallel runs of piping in exposed locations shall be spaced with sufficient clearance to allow installation of chrome plated escutcheons at penetration of walls, floors, etc.
11. All risers shall be securely anchored to the building construction. Anchors shall be either double strap, flat type, or straps securely welded to the pipe. They may either rest on top of the floor, or be built into masonry walls. Details shall be as directed to suit the individual conditions. This division shall furnish and install any necessary concrete inserts, plates, bolts or other material needed to secure the attached anchors.
12. Bolts used for attaching to the structure shall have a rated capacity of four times the load resulting from a 2 g displacement force.
13. Hangers and clamps for uninsulated copper tube shall be carbon steel with formed plastic coated tubing ring.

1. Horizontal Tube: Grinnell Fig. 97C adjustable ring.

2. Vertical Tube: Grinnell Fig. 261 C riser clamp.

14. Hangers and clamps for insulated copper tube shall be carbon steel with galvanized carbon steel insulation shields:

1. Horizontal Tube: Grinnell Fig. 270 adjustable clevis.

Grinnell Fig. 167 insulation shield.

2. Vertical Tube: Grinnell Fig. 261 C riser clamp (plastic coated).

15. In addition to the requirements of the hanger spacing schedule, horizontal runs of mechanical joint pipe shall be supported with two hangers at each joint.

16. Vertical risers shall be supported with riser clamps at each floor.

17. For insulated pipe 100 mm (4") and larger, use Grinnell Fig. two hundred and sixty (260) swivel pipe roll hanger with Grinnell Fig. one hundred and sixty (160) saddle support.

18. Hanger rods - to have machine threads in accordance with the following schedule:

Piping 12 to 50 mm (1/2" to 2")	9.5 mm (3/8") rod
Piping 65 to 90 mm (2-1/2" to 3")	12 mm (1/2") rod
Piping 100 to 125 mm (4" to 5")	16 mm (5/8") rod

19. For copper piping, the hanger spacing shall not be greater than the following:

Piping 9.5 to 25 mm (3/8" to 1")	1500 mm (5 ft) on centres
Piping 30 mm (1-1/4") and larger	3000 mm (10 ft) on centres

20. For Uponor PEX and Aquatherm piping - to manufacturer's requirements.

21. For mechanical rooms, boiler rooms, and water entry rooms, use neoprene type HD hangers on all piping and equipment suspended from ceiling or walls.

END OF SECTION

## SECTION 15100 - VALVES AND COCKS

1.0 VALVES AND COCKS

1. Furnish and install all valves shown on the drawings and/or necessary for the proper control of the piping and equipment. Each valve shall have cast in the body or be stamped with the size, manufacturer's name, and the working pressure.
2. Valves shall be rated minimum 1380 kPa [200 psig] water, non-shock, iron body, brass trimmed or all bronze.
3. For purposes of standardization and maintenance, all valves, where possible, shall be the products of one manufacturer.

## 4. Balance Valves (Domestic Hot Water)

Hays autoflow - ½" and ¾" bronze balancing valves, solder joint, temperature rating two hundred and fifty (250) °F, pressure rating two hundred and fifty (250) psi.

## 5. Valves

## .1 Gate:

- 2-1/2" and over: Red-White/Toyo No. 421A

## .2 Swing Check:

- 2-1/2" and over: Red-White/Toyo No. 435A

- 2" and under: Red-White/Toyo No. 237

## .3 Ball Valves:

- 3" and under: Red-White/Toyo No. 5044A15049A

Note: In confined spaces such as hallway valences and tight wall spaces, use wing handle ball valves.

END OF SECTION

SECTION 15195 - EXISTING SYSTEMS

1.0 GENERAL

1. Refer to the Contract General Conditions and the Mechanical General Provisions, Section 15050.

2.0 EXISTING EQUIPMENT, PIPING, AND DUCTWORK

1. Except as specifically noted elsewhere in this specification, all existing equipment, piping, fittings, valves, trim, hangers, insulation, fixtures, trim, etc., that are disconnected and removed from service in the alterations, and which are no longer required in the new installation, shall become the property of this Contractor, who shall remove them from the site and dispose of them.
2. Where equipment and piping are removed from service, all hangers, stands, supports, brickwork, insulation, etc. shall be removed complete.
3. Where necessary, the Contractor shall be required to make any required alterations to existing piping, services, etc. to make way for the installation of the new system.
4. Where necessary, the Contractor shall be required to relocate existing sprinkler heads and/or provide new sprinkler heads to comply with all requirements of NFPA13.

END OF SECTION

## SECTION 15260 - PLUMBING INSULATION

**1.0 GENERAL**

1. Refer to the Contract General Conditions and the Mechanical General Provisions, Section 15050.
2. All piping and equipment shall be insulated.
3. All adhesives, mastics, coatings, jackets and finishes shall be approved fire retardant type and shall meet all requirements of the BC Building Code. Evidence shall be provided to the Owner's Representative on the site of U.L.C. listings of all products being used.
4. No asbestos products or products containing any asbestos shall be used on this project. No flammable products or products containing flammable components shall be used on this project.
5. Except as specifically noted otherwise in this specification, the minimum thickness of pipe insulation installed on any piping shall conform to the requirements of ASHRAE Standard 90.1, current edition, and Table 15260-T1 of this specification. Where insulation thickness called for in Table 15260-T1 is greater than that required by ASHRAE 90.1, Table 15260-T1 requirements shall take precedence and shall be followed.
6. For the purposes of this section of the specification "concealed" is defined as being hidden from view by being installed in walls, furrings, crawlspaces, attic spaces, or ceiling spaces. "Exposed" is defined as visible in any space, including storage rooms, boiler rooms, fan rooms, equipment rooms or occupied areas.
7. Where insulation is installed on exposed piping, first class finish insulation job will be required.
  1. All pipe and fitting insulation shall be additionally finished with six (6) ounce U.L.C. listed canvas jacket applied over the all service jacket. The canvas jacket shall be neatly cut and fitted and pasted in place with a dip coating of Benjamin-Foster 30-36 insulation adhesive. Fittings shall be finished with approved preformed PVC fitting covers as specified above.
  2. After completion of the finishing and the drying of the six (6) ounce U.L.C. listed finish jacket, it shall be given one heavy final brush coat of Benjamin-Foster 30-36 insulation coating to provide a finish surface. The coating shall be applied heavily so as to fill the canvas jacket weave.
  3. The final six (6) ounce U.L.C. canvas jacket shall not be applied until the all-service under jacket installation has been finished, inspected, and approved for cover-up.
8. Where any installed insulation becomes water soaked, damaged, or soiled in the course of the work, it shall be removed from service and from the site and shall be replaced with new insulation products in good condition. Where any insulation products that are stored on the site become water soaked, damaged, or soiled, they shall be removed from the site and replaced with new products in good condition. All insulation materials shall be stored in a clean dry space and shall be protected from dust, dirt, moisture, and physical damage. No insulation products shall be installed unless the installation is protected from dust, dirt, and moisture.
9. Where work is done on existing piping, or where existing insulation is damaged, all such insulation shall be made good and finished to match new insulation.



10. All seismic restraints, braces, anchors, etc., that are directly connected to the water piping shall be insulated, vapour sealed, and finished to match the adjacent pipe insulation for a distance of 300 mm (12") clear of the adjacent pipe finish.
11. For pipes 100 mm (4") and large, the fibreglass pipe insulation shall be replaced with a 450 mm (18") length of high density calcium silicate pipe insulation at all hanger points. The calcium silicate insulation shall be located between the pipe and pipe insulation shield and hanger. Insulation thickness and finish to match that specified for fibreglass. Maintain integrity of vapour barrier on cold surfaces over full length of pipe without interruption at sleeves, fittings and supports.

## 2.0 SCOPE

1. Furnish all labour, materials, equipment and supervision to insulate and finish the following work of the plumbing divisions:
  - a) Potable cold water lines
  - b) Potable hot water supply and return piping
  - c) Hose bib piping

## 3.0 PIPING INSULATION MATERIALS

1. Pipe insulation shall be Fibreglass Canada ASJ, Manson AK-APT, Knauf ASJ, or Manville Micro-Lok AP.
2. Fittings shall be finished with approved preformed PVC fitting covers secured in place with colour matched pressure sensitive self-sealing jacket tape.
3. All adhesives, mastics, sealants and coatings to be used inside the building with the insulation specified in this section shall be fire retardant and meet U.L.C. and the current BC Building Code standards, with a flame spread rating of not over twenty five (25) and smoke development not over fifty (50).

## 4.0 POTABLE HOT WATER SUPPLY AND RETURN PIPING

1. All hot piping shall be insulated with fifty two (52) pound density molded preformed fibreglass pipe insulation with integral all-service jacket.
2. Insulation shall be applied over clean dry pipe with all joints butted firmly together. Fittings up to size fifty (50) mm (2") shall be insulated with tightly placed fibreglass wrap, mitred sections of pipe insulation, or preformed fibreglass fittings. Fittings size sixty five (65) mm (2-1/2") and larger shall be insulated with mitred sections of pipe insulation or preformed fibreglass fittings. Fitting insulation shall be securely held in place with fibreglass reinforcing membrane. They shall then be uniformly finished to a smooth radius with a skim coat of fibreglass insulating cement to a thickness equal to the adjacent pipe insulation. Longitudinal jacket seams shall be lapped and end joints shall be wrapped with jacket tape to match. All joints and seams in the jacket shall be secured using flare type staples on fifty (50) mm (2") centers. Fittings shall be finished with six (6)

ounce U.L. listed Thermocanvas jacket neatly pasted in place with Benjamin Foster 30-36 insulation adhesive or approved preformed PVC fitting covers secured in place with colour matched pressure sensitive tape.

3. Where insulation is concealed in ceilings, walls, tunnels, crawl-spaces, etc., no other finish is to be applied.
4. Unions and flanges shall not be insulated. Insulation shall be neatly bevelled back and finished with Thermocanvas. Valve bodies, strainers, etc., shall be insulated and finished.
5. All circumferential bands of jacket tape shall be wrapped with a minimum one hundred percent (100%) overlap.

#### **5.0 POTABLE COLD WATER PIPING, HOSE BIBB PIPING**

1. All cold water piping shall be insulated with fifty two (52) pound density molded preformed fibreglass pipe insulation with integral all service self-sealing vapour barrier jacket.
2. Insulation shall be applied over clean dry pipe with all joints butted firmly together. Fittings up to size 50 mm (2") shall be insulated with tightly placed fibreglass wrap, mitred sections of pipe insulation, or preformed fibreglass fittings. Fittings size 65 mm (2-1/2") and larger shall be insulated with mitred sections of pipe insulation or preformed fibreglass fittings. Fitting insulation shall be securely held in place with fibreglass reinforcing membrane. They shall then be uniformly finished to a smooth radius with a skim coat of fibreglass insulating cement to a thickness equal to the adjacent pipe insulation.
3. Longitudinal jacket seams shall be lapped and sealed and end joints shall be wrapped and sealed with 100 mm (4") wide jacket tape to match. Fittings shall be finished with approved preformed PVC fitting covers installed as per the manufacturer's instructions with all throat and lap seams vapour sealed and secured in place with colour matched vapour sealed pressure sensitive tape. All joints, seams, breaks, and laps shall be sealed with vapour barrier adhesive.
4. Ends of pipe insulation shall be vapour sealed at all flanges, valves, strainers, and fittings, and at approximately six (6) m (20'-0") intervals on continuous runs of piping.
5. Where insulation is concealed in ceilings, walls, tunnels, crawl-spaces, etc., no other finish is to be applied.
6. All flanges, valves, unions, fittings, strainers, pumpheads, etc., shall be insulated, finished, and vapour sealed to match the adjacent pipe insulation.
7. All connecting surfaces of thermometers, pressure gauges, flow switches, controllers, valve stems, etc., and other cold surfaces, shall be coated with No Sweat, or approved. The coating thickness shall be as recommended by the manufacturer for the system operating conditions.

PIPING INSULATION TABLE

Category	Class	Scope	Insulation Type	Thickness (Inches)	Notes
Piping Inside Building	Thermal	Potable Hot Water Supply and Return - up to 2"	Preformed Fibreglass	1	
		Portable Cold Water	Preformed Fibreglass	1	

END OF SECTION

## SECTION 15400 - PLUMBING PIPING - GERERAL

**3.0 GENERAL**

1. Refer to the Contract General Conditions and the Mechanical General Provisions, Section 15050.

**4.0 PLUMBING PIPING - GENERAL**

1. Provide and connect all piping shown on the drawings.
2. All piping shall be new, straight and true, free from defects.
3. All changes in direction shall be accomplished with proper fittings.
4. Inspect all piping prior to installation to ensure inside is clean and free of foreign objects. All piping shall be reamed free of burrs and fins.
5. Eccentric reducers shall be installed with the straight side at the top of the mains for water piping.
6. All elbows shall be long radius.
7. Where the drawing is diagrammatic, or not specific, this Division, in exercising its discretion, shall take into account grading, draining, insulation, thermal expansion stressing, and deformation of the piping.
8. The final installation shall be neat in both grouping and appearance.
9. Copper fittings shall be wrought copper streamline fittings or cast brass fittings.
10. Unless otherwise noted, all joints for water lines shall be made up with silver solder, 95/5 solder, or Silvabrite 100, all lead-free solder.
11. All piping shall be installed so that all water can be completely drained.
12. The minimum distance between the pipe runs shall be equal to the sum of the radii of the flanges, plus twenty five (25) mm [1"], plus thickness of insulation where applicable.
13. Valves shall be accessible for operation and maintenance. Position valves so that when open or closed, the access door can be closed.
14. The location of valves must not obstruct passageways, platforms or access to equipment.
15. To prevent contact of copper waste and vent piping, and domestic water piping with concrete or similar metal such as steel studs, wrap copper piping with plastic tape where contact may occur.
16. Before making piping connection to equipment, arrange piping to ensure ease of access to equipment. Align and independently support piping connections to equipment. Install piping with all necessary changes of direction, expansion loops, anchors and guides so that expansion and contraction will not overstress the piping and equipment piping connection.

## 5.0 POTABLE WATER PIPING - COPPER

1. All potable cold water, hot water supply and recirculating water piping inside the building shall be certified type K hard drawn copper tubing, except where noted, to latest ASTM B88 standard, with cast brass or wrought copper streamlined solder type fittings.
2. Jointing Methods
  1. Twelve (12) mm diameter to 100 mm diameter (inclusive), joined with Silvabrite 100 lead free solder. Use dielectric couplings between dissimilar piping and valve metals.

## 6.0 CHROMIUM PLATED PIPING

1. All exposed piping in finished areas shall be chromium plated. Only strap wrenches shall be used on chromium plated piping and fittings. Any C.P. surfaces damaged by wrench marks shall be replaced. Joints shall be threaded on slip union type.

## 7.0 POTABLE WATER PIPING - PEX (2" or less)

1. Potable hot and cold water piping shall be UPONOR-Aquapex cross-linked polyethylene ("PEX") tubing system and fittings conforming to CSA B-137.5 M installed as per the manufacturer's instructions. All pipes and fittings shall have 25 years manufacturer's warranty.
2. Materials used for joining pipe and pipe fittings allowances for expansion shall be as recommended by the manufacturer. Provide minimum 16 mm clearance for expansion and contraction, for every meter of length. Install UPONOR bend supports and steel protection plates.
3. Fire stopping shall be as per the manufacturer's recommendations.
4. Install PEX tubing in accordance with tubing manufacturer's recommendations and as indicated on drawings.
5. PEX tubing installation in the return air ceiling plenum shall meet the Vancouver Building By-law requirements for smoke and flame spread ratings.

## 8.0 POTABLE WATER PIPING - AQUATHERM

1. Potable hot and cold water piping shall be Aquatherm piping system and fittings conforming to CSA B-137.5 M installed as per the manufacturer's instructions. All pipes and fittings shall have twenty five (25) years manufacturer's warranty.
2. Materials used for joining pipe and pipe fittings allowances for expansion shall be as recommended by the manufacturer. Provide minimum sixteen (16) mm clearance for expansion and contraction, for every meter of length. Install steel protection plates.
3. Fire stopping shall be as per the manufacturer's recommendations.

4. Install Aquatherm piping in accordance with tubing manufacturer's recommendations and as indicated on drawings.
- 5 Aquatherm piping installation in the return air ceiling plenum shall meet the Vancouver Building By-law requirements for smoke and flame spread ratings.

#### **9.0 FLANGES, UNIONS AND COUPLINGS**

1. All control valves, fixtures, and equipment, etc., shall be provided with unions or flanged joints on all connections. Unions shall be 2070 kPa (300 psi) railroad unions.
2. All dissimilar piping shall be connected with a dielectric fitting.
3. Unions joining equipment and pipe of dissimilar metal shall be dielectric type.

#### **10.0 PIPE OPENINGS AND ESCUTCHEONS**

1. Furnish and install chrome plated escutcheon plates on exposed piping passing through floors, walls, ceilings.
2. Pipe passing through roof or exterior walls shall be flashed and caulked water tight.
3. Refer to Fire Stopping Section for type of caulking to be used.
4. Provide escutcheons at openings in walls where existing supplies piping has been removed.

#### **11.0 FIELD SOLDERING AND BRAZING**

1. All joints in copper potable water lines, etc. shall be cleaned to bare metal, fluxed and soldered with silver solder or Silvabrite 100, all lead-free solder, unless otherwise noted.

#### **12.0 PIPE - EXPANSION CONTROL**

1. All piping, including all take-offs, shall be so installed within the building that the piping and equipment will in no way be strained or distorted by expansion and contraction.
2. Potable water branches takeoffs (connected to vertical risers) shall incorporate expansion loops at each floor and at each fixture or fixture group as detailed on the drawings.
3. Expansion joints will be used only on pipe risers, not on branch connections.
4. If on-the-job circumstances require additional changes of direction or additional expansion joints or loops, the Contractor shall be responsible for furnishing same at no extra cost.

#### **13.0 FLUSHING OF SYSTEMS**

1. All water piping shall be thoroughly flushed so that it is free from all scale, sediment, etc., as soon as possible after the system is filled.

#### 14.0 TESTING OF PIPING

1. Furnish all labour, material, and instruments necessary for the tests required.
2. All joints in pipe work shall be visually inspected by the Contractor or his representative.
3. Each piping system shall be hydrostatically or air tested to the pressure specified and held for the time period specified at the end of which time, the system under test shall be carefully examined for leaks.
4. Before testing piping, isolate all equipment, which cannot withstand the test pressure.
5. All leaking connections shall be replaced and the system tested again. No covering shall be applied until the tests have been completed and approved.
6. Replace all defective plumbing parts or fixtures.
7. Perform any additional tests to the requirement of the inspection authorities or the Owner's Representative.
8. Piping to be ultimately concealed by insulation, furring, and wall finish shall be left exposed for testing or tested in advance.
9. The Owner's Representative or his representative shall be in attendance at all times when tests are being made. The Contractor shall give the Owner's Representative at least forty eight (48) hours prior notice of tests.
10. All tests shall be in accordance with procedures laid down in ANSI B31.1 (current edition).
11. Piping systems to be pressure tested to the following tables:

Test	Test Pressure	Test	Time
<u>System</u>	<u>kPa (PSI)</u>	<u>Material</u>	
<u>Period</u>			
Pot. C.W.	1380 [200]	Cold Water	8 hours
Pot. H.W. & H.W.R.	1380 [200]	Cold Water	8 hours

#### 15.0 HOSE BIBBS AND DRAIN VALVES

1. Install 20 mm (¾") hose drains at each low point in the system to permit complete drainage. Access panels shall be provided to all drain valves located concealed in walls or ceilings.

2. Hose bibs installed in the cold water supply piping shall have a Watts No. 8 backflow preventer with tamper-proof set screw. Non-freeze hose bib shall be ¾" Watts FHB, with integral vacuum breaker and wheel handle.

#### 16.0 WATER HAMMER ARRESTERS

1. Water hammer arresters shall be constructed with nesting type, air-pre-charged bellows with both casing and bellows constructed of stabilized 18-8 stainless steel. Water hammer arresters shall be installed on potable water lines to reduce shock pressure so that no hazard to the piping system will exist and no objectionable noise will be created.
2. Water hammer arresters shall be Zurn Z-1700 Shoktrol.

END OF SECTION



## SECTION 15580 - FIRE STOPPING AND SMOKE SEAL SYSTEMS

### 1.0 GENERAL

1. Refer to the Contract General Conditions and the Mechanical General Provisions, Section 15050.
2. Refer also to firestopping and smoke seals at penetrations through fire rated wall and floor assemblies, other than mechanical system penetrations.
3. Refer also to firestopping and smoke seals around electrical service penetrations of fire rated wall and floor assemblies.

### 2.0 FIRE STOPPING AND SMOKE SEAL SYSTEMS

1. Furnish all labour, material, equipment and services necessary to supply and install firestopping and smoke seals around any mechanical or electrical service penetrations through fire rated and/or smoke rated assemblies.
2. The work of this section shall be carried out only by an City approved specialist firm, employing skilled tradesmen experienced in firestopping and smoke seals application. All work to be of the highest quality according to best trade practice and in strict accordance with manufacturer's printed specifications.
3. Conform to manufacturer's recommended temperatures, relative humidity and substrate moisture content for application and curing of firestopping and smoke seal materials.

### 3.0 MATERIALS

1. Firestopping and Smoke Seal Systems: Asbestos-free materials and systems capable of maintaining an effective barrier against flame, smoke and gases in compliance with requirements of CAN4-S115-M, and not to exceed opening sizes for which they are intended.
2. The system rating shall be 'F' or 'FT' as defined in the current Vancouver Building Bylaw or local Municipality Building Code, as applicable to the requirement for sealing the assembly which is being penetrated.
3. Service Penetration Assemblies shall be certified by ULC in accordance with CAN4-S 115-M and listed in U.L.C. Guide No. 40 U19.
4. Fire resistance rating of installed firestopping assembly shall be not less than the fire resistance rating of surrounding floor/wall/enclosure/assembly as indicated in the architectural or structural contract documents.
5. Dow Corning Firestop System, Tremco Fire Stop System, 3M Fire Barrier Penetration Sealing System, and McGill Fire Bloc System are acceptable systems providing they comply in all respects with the latest requirements of the authorities having jurisdiction.

6. Water, primers, damming and backup materials, supports, and anchoring devices shall all be to the manufacturer's recommendations and approval and in accordance with the ULC test assembly being used.

#### 4.0 EXECUTION

1. Install firestopping and smoke seal material and components in accordance with ULC certification and manufacturer's instructions to provide a temperature and flame rated seal not less than the fire resistance rating of the surrounding wall or floor assembly or rated enclosure.
2. The Contractor shall notify the Owner's Representative when firestopping and smoke seal penetration assemblies are ready for inspection prior to concealing or closing in.
3. If the Owner's Representative or the authority having jurisdiction observes firestopping or smoke seal work which, in his opinion, may be defective, Division 15580 may be required to perform a simulated smoke test at Division 15580's expense to determine integrity of the installation.
4. Should any penetration, joint or void under the jurisdiction of this section emit visible simulated smoke, repair and replace deficiencies and re-perform the simulated smoke test at no additional cost to the Owner.

#### 5.0 CERTIFICATION

1. On completion of the fire stopping and smoke sealing installation the specialist firm shall submit a letter of assurance to the Owner's Representative certifying that the fire stopping and smoke sealing installation has been carried out throughout the boiler room to all mechanical and related electrical service penetrations and that the installation has been done in strict accordance with the requirements of the Vancouver Building Bylaw, any applicable local municipal codes, ULC requirements, and the manufacturer's approved instructions.

END OF SECTION

## SCHEDULE 3 - LIST OF DRAWINGS

## DRAWING LIST

<u>Title</u>	<u>Description</u>	<u>Floor Level</u>
Floor Plan	Parking Level P7	P7
Floor Plan	Parking Level P5 and P6	P5-6
Floor Plan	Parking Level P3 and P4	P3-4
Floor Plan	Parking Level P1 and P2	P1-2
Floor Plan	Office Level L1	L1
Floor Plan	Office Level L2	L2
Floor Plan	Office Level L3	L3
Floor Plan	Office Level L4	L4

## SCHEDULE 4 - SCHEDULE OF PRICES

The Contract Price referred to in Article A-4 of the Agreement includes the following:

TABLE 1: Engineering Design Services

Estimated Fees/Disbursements						
Work Task/Phase/ Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements
PHASE 1 - Preliminary Investigation and Pre-design				\$	\$	\$
PHASE 2 - Preliminary Design				\$	\$	\$
PHASE 3 - Final Design				\$	\$	\$
PHASE 4 - Construction Stage				\$	\$	\$
PHASE 5 - Post Construction Services				\$	\$	\$
Maximum Fees/ Disbursements				\$	\$	\$

TABLE 2: Schedule of Quantities and Prices

Item	Description	Price
1.	General Requirements	\$
2.	Engineering Design Services, Schedules, permits, overhead and profit as per Table 1	\$
3.	Demolition, refuse and redundant material removal	\$
4.	Miscellaneous metals, sealants, fire stopping	\$
5.	X-ray, coring and cutting	\$
6.	Gypsum drywall, furring, plaster T-bar ceiling repairs	\$
7.	Painting	\$
8.	Potable hot, hot water recirculation and cold water piping system including new PRV station	\$

9.	Installation of backflow preventers for the potable water, fire protection water and irrigation branches	\$
10.	Installation of backflow preventer for the sink water filter system	\$
11.	Installation of electric instantaneous water heater at remote sink locations	\$
12.	Heating system couplings	\$
13.	Piping Insulation	\$
14.	Plumbing equipment	\$
15.	Electrical work & equipment	\$
16.	Record Drawings	\$
17.	Security for Site	\$
18.	Other (including any other work or costs not reflected in the items above but required to complete the Work covered by the Proposal)	\$
	Tender Price	\$

TABLE 3: List of Alternate Prices

Item	Description	Price Change to be Added to Proposed Price	
		Unit of Measurement	Unit Price
1.	Supply and installation of replacement wall mounted drink fountain including wall finishing	Unit	\$
2.	Supply and installation of replacement lavatory faucet	Unit	\$
3.	Supply and installation of replacement water closet flush valve	Unit	\$
4.	Supply and installation of replacement of shower diverter valve, shower head and piping, including shower wall finishing	Unit	\$
5.	Supply and installation of replacement of sink faucet	Unit	\$
6.	Supply and installation sink faucet	Unit	\$
7.	Supply and installation of replacement of lavatory	Unit	\$
8.	Supply and installation of replacement of water closet	Unit	\$

9.	New insulated piping installation for the parkade hose bibs	Unit	\$
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TABLE 4: CASH ALLOWANCE

The Work includes the following cash allowances. The value of these cash allowances shall be included in the Price provided by the Proponent.

Item	Allowance
1. Production of Record Drawings	\$2,000.00
2. Commissionaire's security costs (for extra hours of work)	\$1,500.00

## SCHEDULE 5 - LIST OF SUBCONTRACTORS AND SUPPLIERS

The following are the Subcontractors that the Contractor will use for the Work:

Division/Section Of Work	Subcontractor	Address

The following are the Suppliers that the Contractor will use for the Work:

Item	Supplier/Manufacturer	Address

SCHEDULE 6 - PROJECT SCHEDULE

(Successful Design-Builder to attach)

SAMPLE



SCHEDULE 7 - PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

(Attach upon award)

SAMPLE

SCHEDULE 8 - INSURANCE CERTIFICATE

(Attach upon Award)

SAMPLE

SCHEDULE 9 - OWNER'S PRE-CONTRACT HAZARD ASSESSMENT FORM

(Will be attached with Final Contract Signing)

SAMPLE

SCHEDULE 10 - DESIGN-BUILDER'S PRE-CONTRACT HAZARD ASSESSMENT FORM

(Will be attached with Final Contract Signing)

SAMPLE

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PART D - DESIGN-BUILD CONTRACT

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SCHEDULE 11 - FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

TABLE 1 - SCHEDULE OF LABOUR RATES

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

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

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

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PART E - REQUIREMENTS

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PART E - REQUIREMENTS

PLEASE REFER TO SCHEDULE 2 - OWNER'S STATEMENT OF REQUIREMENTS

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VPD ANNEX DOMESTIC REPIPE  
APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

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APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

Please see Attached



## VANCOUVER POLICE DEPARTMENT

### CONSENT TO RELEASE INFORMATION

VPD 1601(07)

Attention: \_\_\_\_\_

Date: \_\_\_\_\_

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

Agency: \_\_\_\_\_

This confidential document is the property of the Vancouver Police Department and is intended solely for the addressee. In the event you have received this facsimile in error, please advise the sender immediately. Any unauthorized disclosure, copying, distribution or dissemination of the information enclosed is strictly prohibited.

#### AUTHORIZATION TO PROVIDE REFERENCE

The individual named in, and who has signed, the below CONSENT TO RELEASE INFORMATION has applied for employment with the Vancouver Police Department.

In order to provide the highest standards of public service in policing, it is essential for the Vancouver Police Department to determine the suitability of applicants.

We appreciate you providing us with information about the applicant, to assist the Vancouver Police Department in determining his or her suitability for employment in a policing agency.

#### CONSENT TO RELEASE INFORMATION

I \_\_\_\_\_ am applying for employment with the Vancouver Police

(Given Name, Family Name)

Department (the "VPD"). Therefore, I authorize any person or entity to provide any information about me to the VPD, including, but not limited to, information about me concerning my: employment, work habits, education, finances, debts and credit history, criminal activity, driving record, character, social behaviour, reliability or integrity, and any other information deemed by the VPD to be of potential relevance to my possible employment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's DL No & POI: \_\_\_\_\_ DOB: \_\_\_\_\_



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APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

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Thank you for your assistance. Please forward all related correspondence to:

Vancouver Police Department  
c/o Human Resources Section  
312 Main Street  
Vancouver, BC V6A 2T2  
Telephone: (604)717-3174 / FAX: (604)257-5832



# VANCOUVER POLICE DEPARTMENT

## CIVILIAN SECURITY SCREENING

### BACKGROUND INFORMATION FORM

VPD 1602(09)

*The information on this form is collected for the purpose of providing a security screening assessment*

PERSONAL INFORMATION			
(If more space is required, use a separate sheet of paper and sign each sheet)			
	Surname	Given 1 (no initials)	Given 2 (no initials)
Current Name			
Family Name at Birth			
Maiden Name			
All Other Names Used (i.e. nickname)			
DOB: _____ yyyy / mm / dd		Country of Birth	
Gender  <input type="checkbox"/> Male  <input type="checkbox"/> Female	Telephone Number(s)  (     )     -  (     )     -		Telephone Number(s)  (     )     -  (     )     -
Current Driver's Licence No		Province or State of Issue	
Previous Driver's Licence No		Province or State of Issue	
RESIDENTIAL INFORMATION			
(Provide residential addresses for the last 5 years starting with the most recent)			
1. Street Address		From: _____ yyyy / mm / dd	To Present
City, Province or State	Telephone No:  (     )     -	Postal Code	Country

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2. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: (     )     -	Postal Code	Country
3. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: (     )     -	Postal Code	Country

**HISTORY OF OFFENCES IN AND OUTSIDE OF CANADA**  
 (If more space is required, use a separate sheet of paper and sign each sheet)

Have you ever been investigated, charged and/or convicted of an offence for which you have not been granted a pardon?    ☐ No            ☐ Yes

If yes, list all incidents where you have been investigated, charged and/or convicted of any criminal, other federal, or provincial statutory offences:

City(s)	Province or State
Country(s)	Name of Police Force

Date of investigation, charge and/or conviction(s): \_\_\_\_\_  

yyyy / mm / dd

**EDUCATION**

Name of last school or university you attended full time	Student ID number	Location of Institute
Field of study (Diploma or degree obtained)		From: _____ <div style="text-align: center;">yyyy / mm / dd</div> To: _____ <div style="text-align: center;">yyyy / mm / dd</div>

**MARITAL STATUS/COMMON-LAW RELATIONSHIP**

**Current Status**  
☐ Married    ☐ Common-Law Partnership    ☐ Separated    ☐ Widowed    ☐ Divorced    ☐ Single

Current Spouse/Common-Law Partner Information	If separated, widowed or divorced, specify date <div style="text-align: center;">_____</div> <div style="text-align: center;">yyyy / mm / dd</div>
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REQUEST FOR PROPOSAL NO. PS20110558  
 VPD ANNEX DOMESTIC REPIPE  
 APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____	City, Province/State, Country of Birth		
_____			
Present Street Address			
City, Province or State	Telephone No: (       )       -	Postal Code	Country
Name and Street Address of Present Employer (job title)			
City, Province or State	Telephone No: (       )       -	Postal Code	Country
<b>MARITAL STATUS/COMMON-LAW RELATIONSHIP (continued)</b>			
<b>Previous Spouse/Common-Law Partner Information</b>			
Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____	City, Province/State, Country of Birth		
_____	_____		
If separated, widowed or divorced, specify date: _____	City, Province/State, Country of Divorce		
_____	_____		
Present Street Address			
City, Province or State	Telephone No: (       )       -	Postal Code	Country

**IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA**

Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father In-law

(If more space is required, use a separate sheet of paper and sign each sheet)

REQUEST FOR PROPOSAL NO. PS20110558  
 VPD ANNEX DOMESTIC REPIPE  
 APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

1. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
2. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
3. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
4. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
5. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd

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VPD ANNEX DOMESTIC REPIPE  
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		yyyy / mm / dd
Name and Address of Employer		Job Title
6. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title

REQUEST FOR PROPOSAL NO. PS20110558  
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7. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
8. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
9. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
10. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
<b>FOR COMPLETION BY APPLICANT BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZENSHIP</b>		
Date of Entry into Canada: _____ yyyy / mm / dd		Present Citizenship

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APPENDIX 2 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS

If you are a naturalized Canadian, give the birth certificate number and date of issue: # _____ / _____ <div style="text-align: right;">yyyy / mm / dd</div>		
If you are not naturalized, have you applied for Canadian citizenship? Please provide copy of Immigrant Visa or Record of Landing documentation <input type="checkbox"/> Yes <input type="checkbox"/> No      Date of application: _____ <div style="text-align: right;">yyyy / mm / dd</div>		
Do you maintain citizenship in a country other than Canada? <input type="checkbox"/> Yes; <input type="checkbox"/> No      If yes, provide the name of the county and explain why. Name of country: _____		
Have you used a passport other than a Canadian one? <input type="checkbox"/> Yes; <input type="checkbox"/> No      If yes, explain: _____		
<b>EMPLOYMENT - PART I</b>  (Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet)		
Were you dismissed or asked to resign from any position(s) listed below?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give name of employer, supervisor, position title and date Employer: _____ ; Supervisor: _____ ; Position Titles: _____ ; Date: _____ <div style="text-align: right;">yyyy / mm / dd</div>		
Would your employment be jeopardized if your current supervisor, below, is contacted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the name of an alternate employment contact and telephone number	Contact: _____	Telephone No: _____ (     )     -
1. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ <div style="text-align: right;">yyyy / mm / dd</div>	<b>To Present</b>
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: _____ (     )     -
2. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ <div style="text-align: right;">yyyy / mm / dd</div>	To: _____ <div style="text-align: right;">yyyy / mm / dd</div>
Job site address (street, city, province /state)		Country



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Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
3. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
4. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
6. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -
7. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (     )     -

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		(      )      -
8. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (      )      -
<b>EMPLOYMENT - PART II</b>		
Please detail the history of your activities during periods of non-employment consisting of one month or more:		
<b>CHARACTER REFERENCES IN CANADA</b>		
List three character references (non-family members) and one neighbourhood reference		
1. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (      )      -
2. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (      )      -
3. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (      )      -
4. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (      )      -

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**AUTHORIZATION AND CERTIFICATION**

I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance.

I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief.

Signature

Date\_\_\_\_\_

Telephone (home):

Telephone (business):

yyyy / mm / dd

(       )       -

(       )       -

REQUEST FOR PROPOSAL NO. PS20110558  
VPD ANNEX DOMESTIC REPIPE  
APPENDIX 3- DRAWINGS

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APPENDIX 3 - DRAWINGS

(Attached)

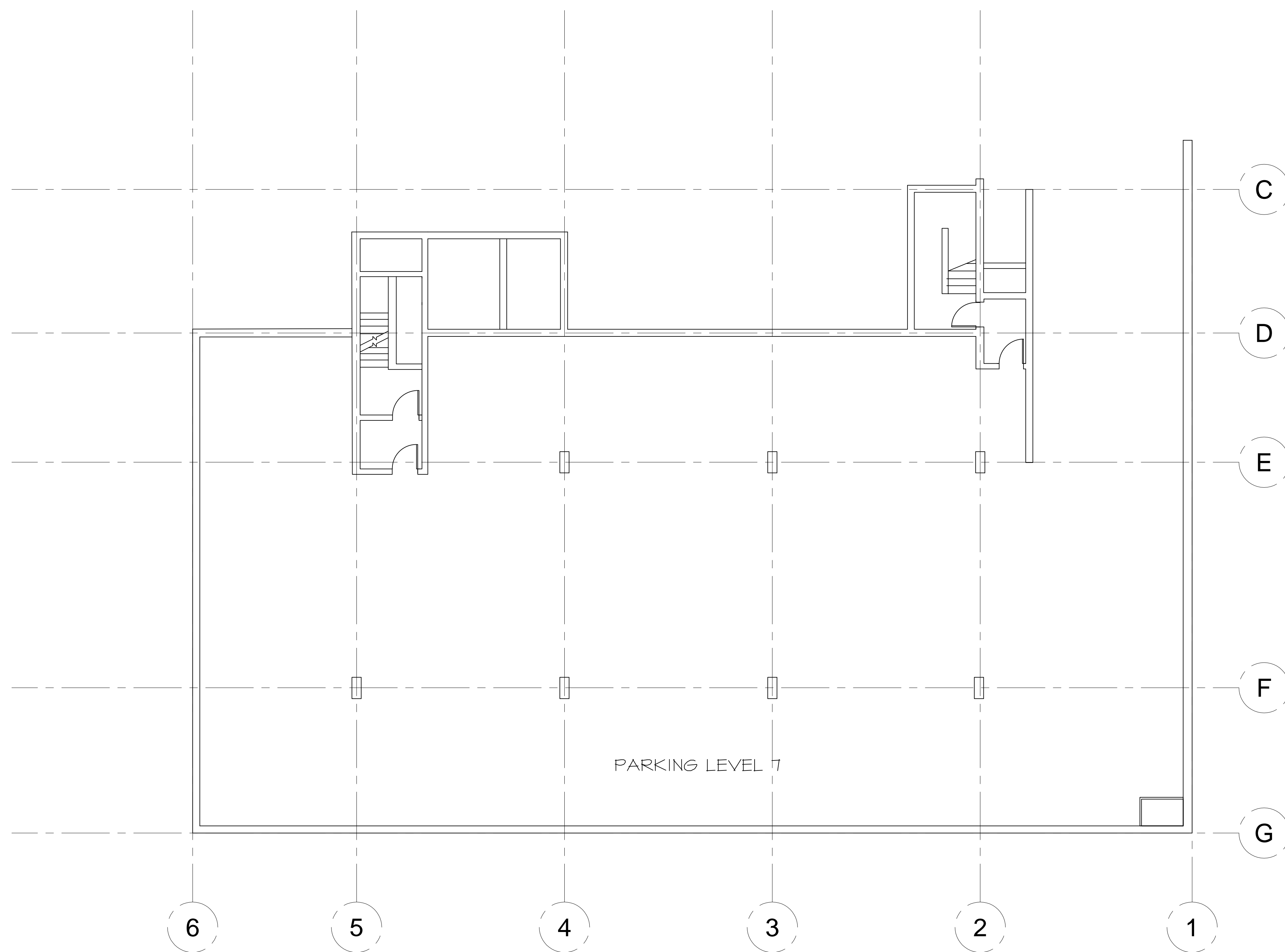
**RON WONG & ASSOCIATES INC.**

**PROJECT NO. 2011-088**

**VANCOUVER PUBLIC SAFETY BUILDING  
236 EAST CORDOVA, VANCOUVER, BC  
POTABLE WATER SYSTEM REPLACEMENT**

Appendix 3

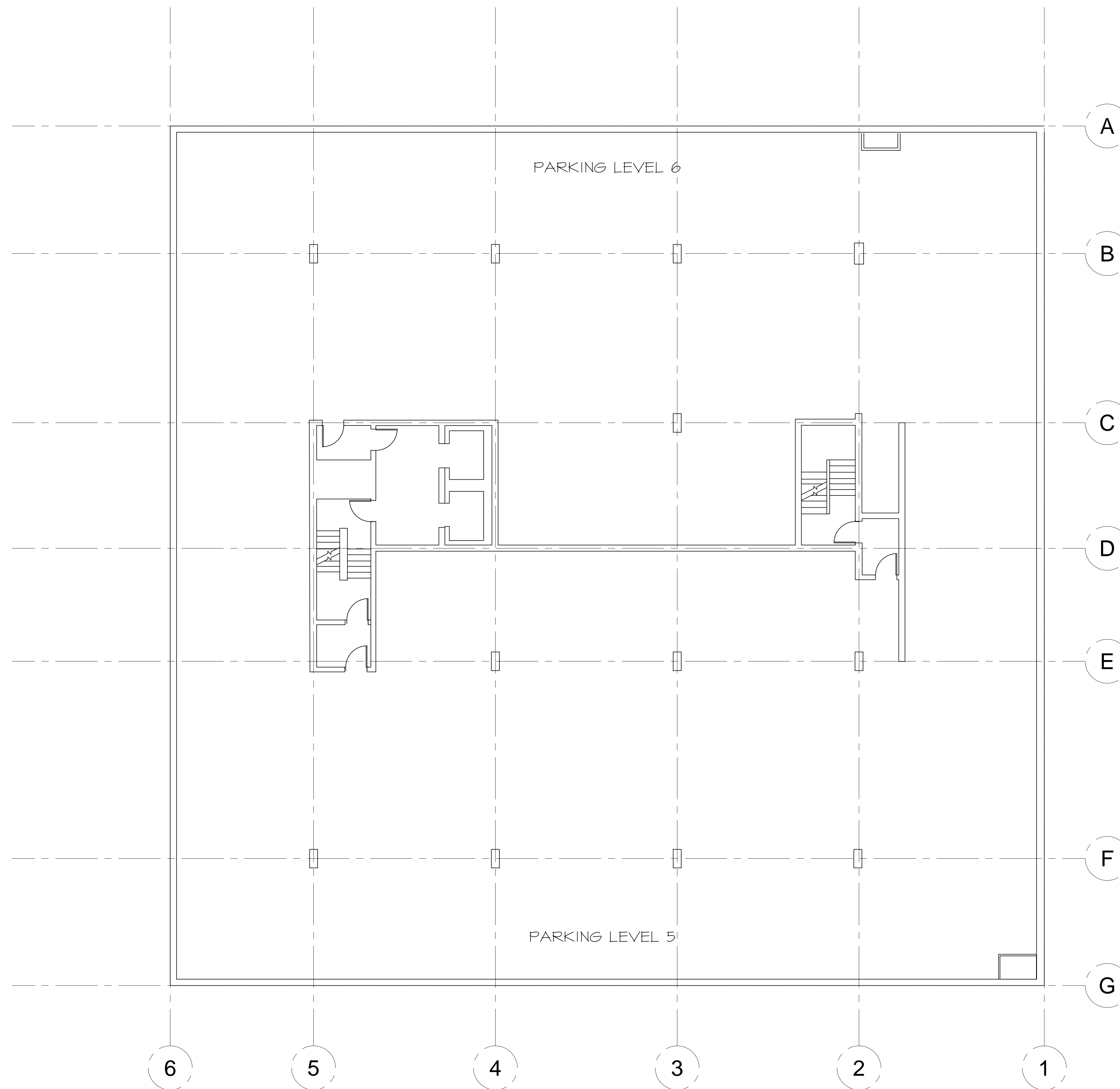
## Reference Drawings



NOTE

LAYOUT DRAWINGS ARE NOT 100% ACCURATE AND ARE FOR PURPOSE OF REFERENCE ONLY. CONTRACTORS ARE REQUIRED TO VISIT SITE TO VERIFY AND CONFIRM ALL THE EXISTING PLUMBING FIXTURES, EQUIPMENT, LOCATIONS AND ANY DIMENSIONAL DISTANCES THAT MAY BE CRITICAL TO THE INSTALLATION.

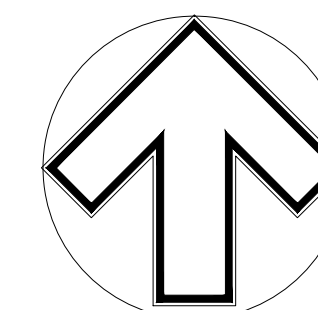
236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
 FLOOR PLAN - P7  
 SCALE: 1/8" = 1'-0"

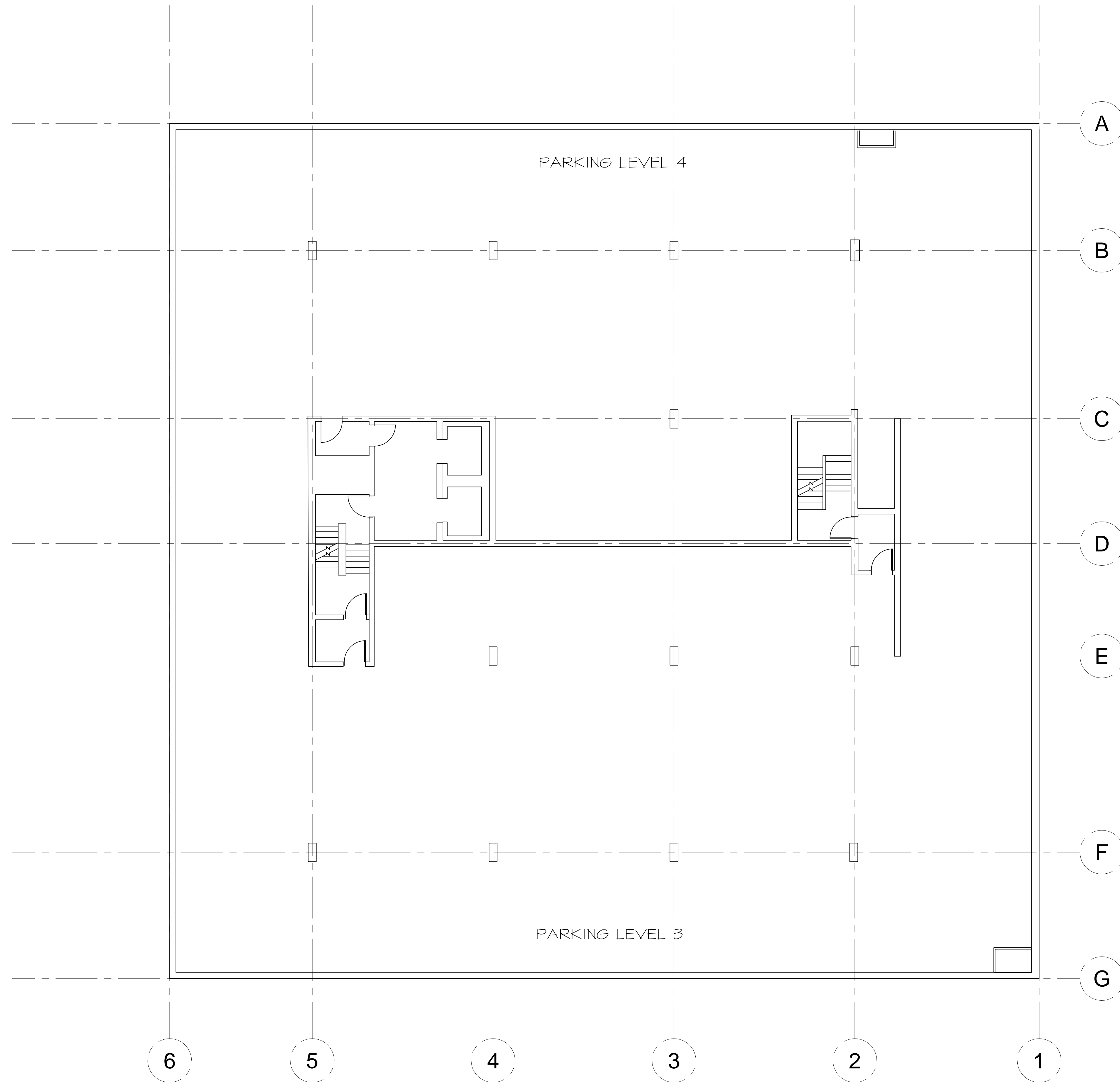


**NOTE**

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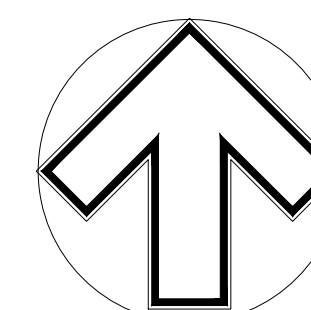
236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
 FLOOR PLAN - P5-6  
 SCALE: 1/8" = 1'-0"



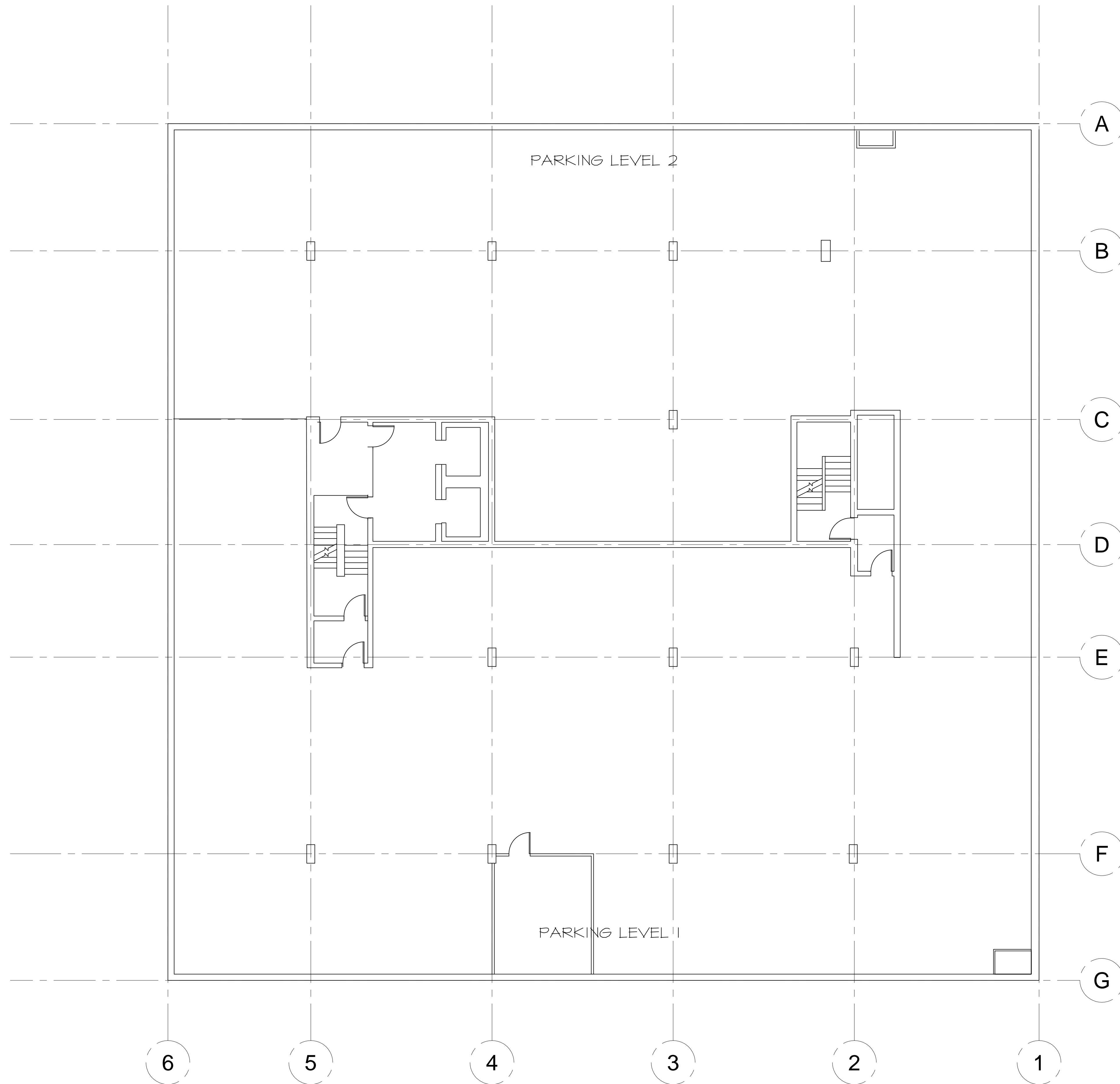


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236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
 FLOOR PLAN - P3-4  
 SCALE: 1/8" = 1'-0"



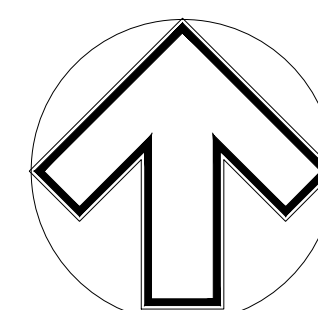


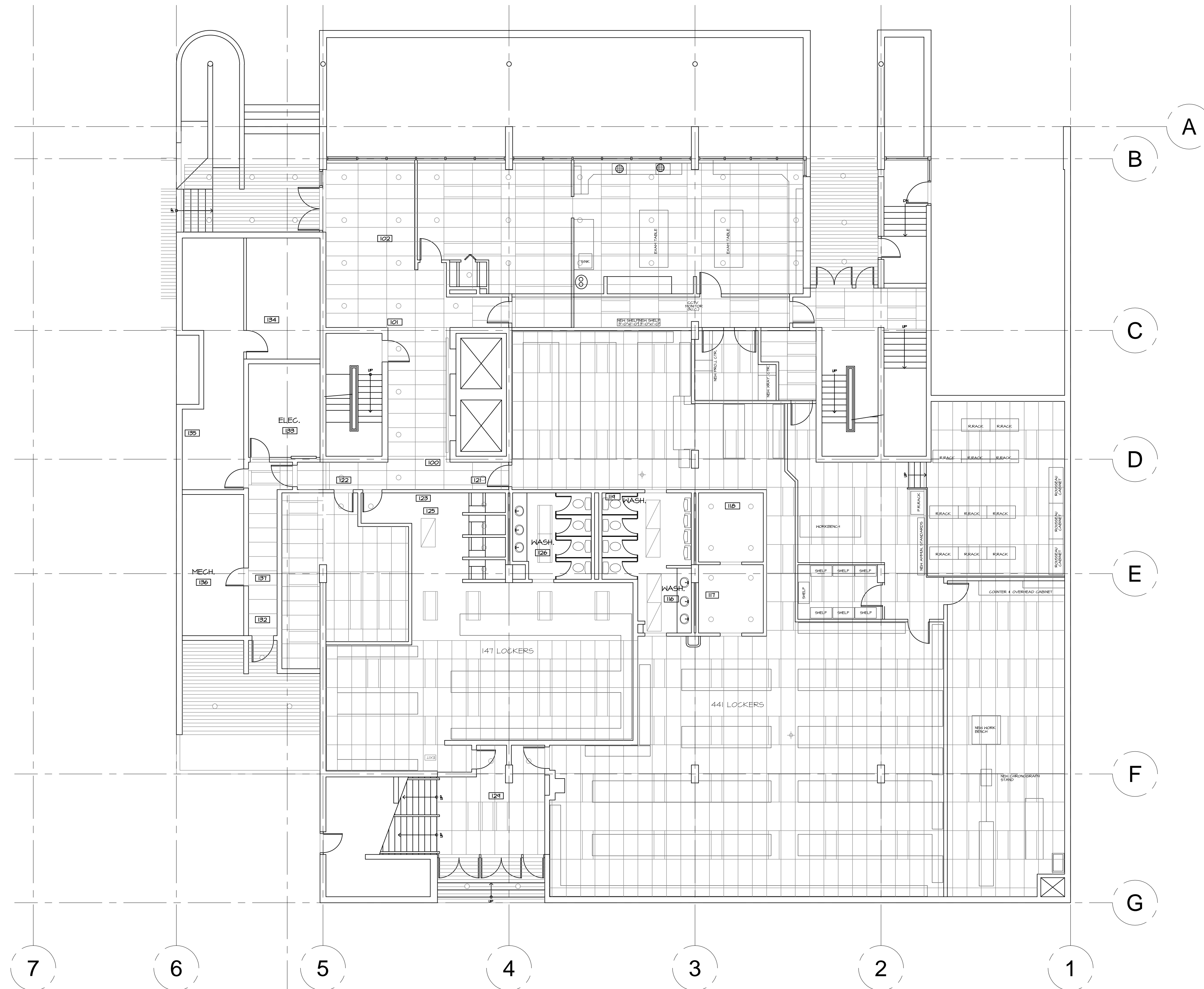


**NOTE**

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236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
FLOOR PLAN - PI-2  
SCALE: 1/8" = 1'-0"

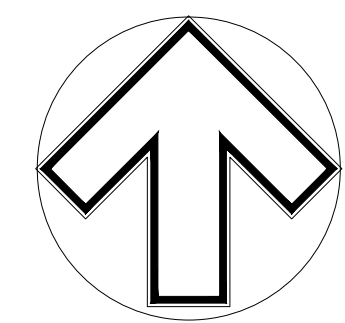




**NOTE**  
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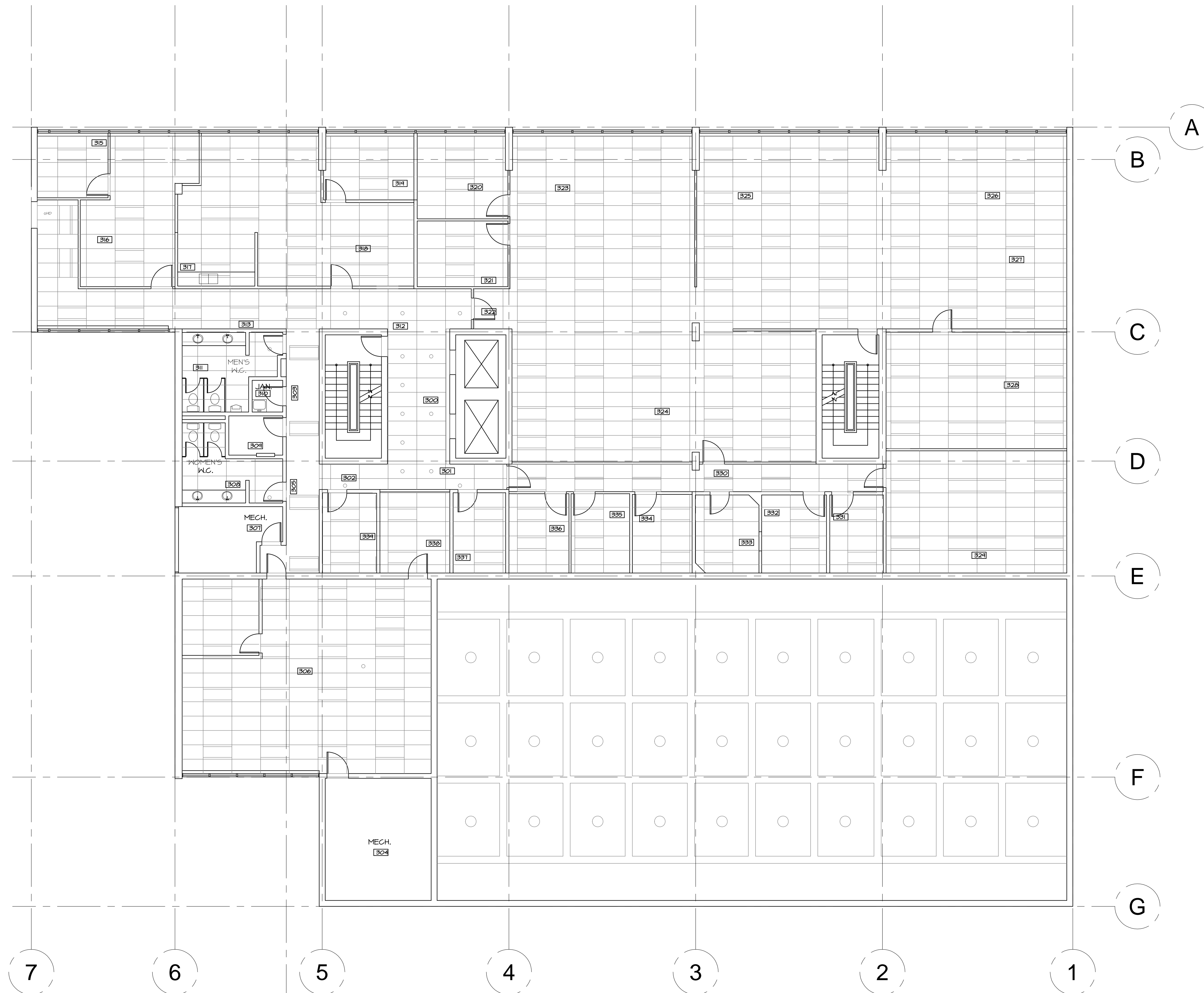
236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
FLOOR PLAN - LI  
SCALE: 1/8" = 1'-0"





NOTE  
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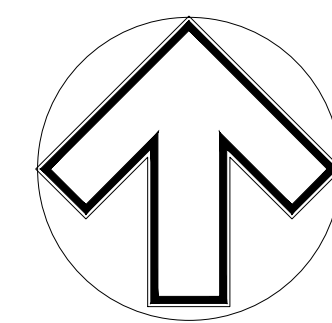
236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
FLOOR PLAN - L2  
SCALE: 1/8" = 1'-0"

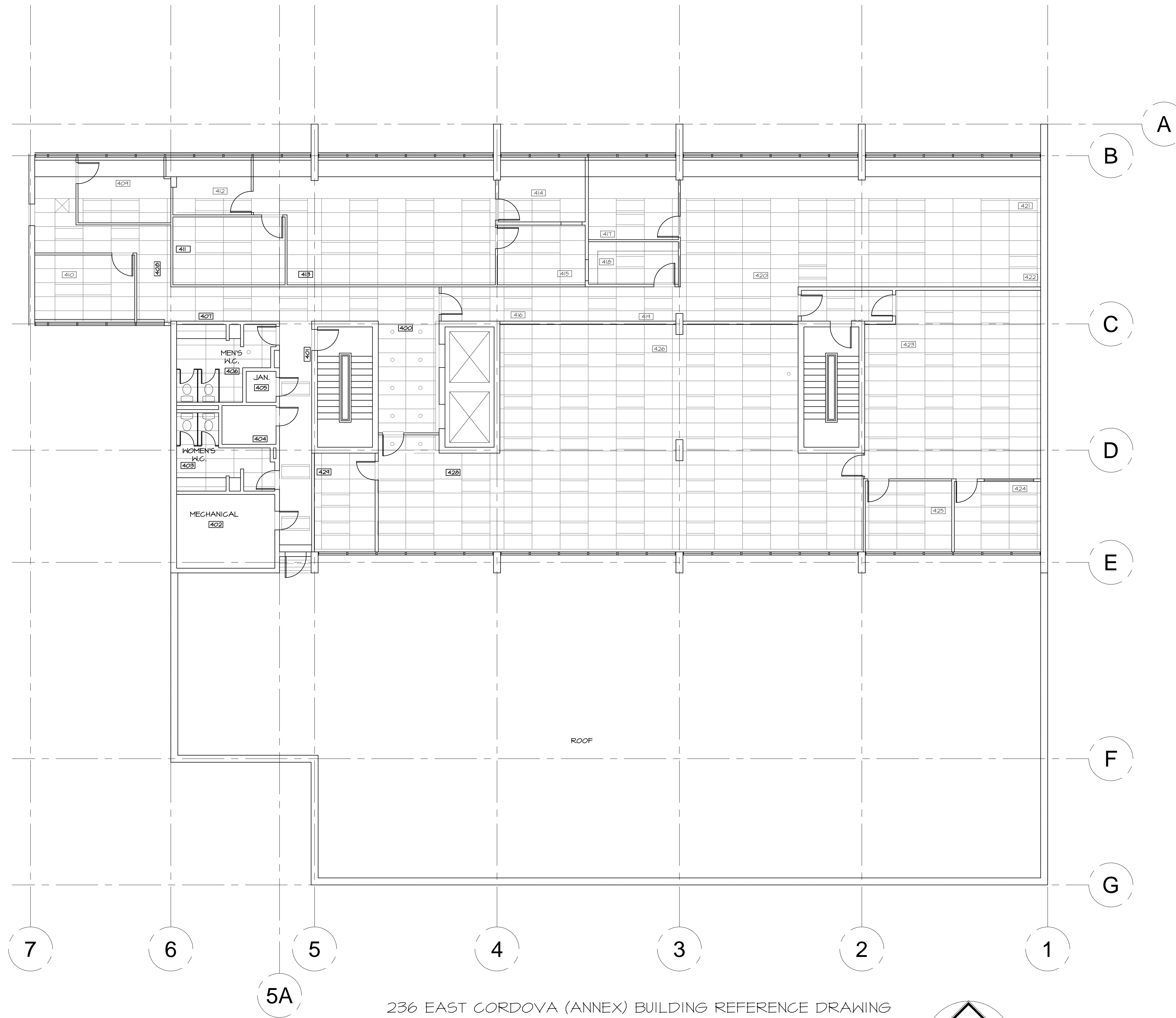


NOTE  
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5A

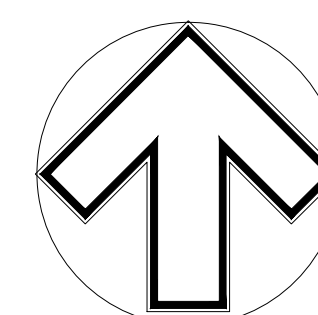
236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
FLOOR PLAN - L3  
SCALE: 1/8" = 1'-0"





NOTE  
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236 EAST CORDOVA (ANNEX) BUILDING REFERENCE DRAWING  
FLOOR PLAN - L4  
SCALE: 1/8" = 1'-0"



## Non-Disclosure Agreement (Security Sensitive Material)

WHEREAS, in response to the City's Request for Proposal ("RFP") #PS20110558 entitled "VPD Annex Domestic Repipe" (the "RFP"), the City shall disclose to the Proponent, certain Security Sensitive Material of the City for the sole purpose of considering, evaluating, and responding to the RFP (the "Purpose") and on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Proponent hereby agree as follows:

### 1.0 Definitions

- 1.1 "Affiliate" means an affiliate as defined in the Business Corporations Act (British Columbia), as may be amended.
- 1.2 "Agreement" means this Non-Disclosure Agreement.
- 1.3 "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City's Board of Parks and Recreation, the Vancouver Fire and Rescue Service, and the Vancouver Library Board;
- 1.4 "Proponent's Recipient" means any person who is a member of the Proponent's RFP response team, whether such member is an employee, Sub-Contractor or agent of the Proponent, or any employee or agent of such person.
- 1.5 "Security Sensitive Material" means all information, in any form or medium, known or used by City or an Affiliate of the City which is not known to the general public, including, but not limited to, the know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information and information as to business opportunities, methods and strategies and research and development of the City and its Affiliates. If and to the extent any Security Sensitive Material is included in any report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such report, assessment, diagram, memorandum, document or Security Sensitive Material in such other form or medium will be deemed to be Security Sensitive Material.

### 2.0 Title

- 2.1 All right, title and interest in and to Security Sensitive Material will be and remain vested in the City. Nothing in this Agreement obliges the City to disclose Security Sensitive Material to the Proponent or grants the Proponent any license or right of any kind with respect to Security Sensitive Material, except the limited right to use such information solely for the purpose of responding to the RFP.

### 3.0 Proponent's Obligations

- 3.1 The Proponent will use Security Sensitive Material only as strictly required for the purpose of responding to the RFP and for no other purpose than to respond to the RFP and only in the manner and upon the terms specified in this Agreement.
- 3.2 The Proponent will deal in utmost good faith with the City in its use of the Security Sensitive Material provided by the City.

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APPENDIX 4- NON-DISCLOSURE AGREEMENT

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- 3.3 The Proponent will hold and keep, and will ensure that all of the Proponent's Recipients will hold and keep, the Security Sensitive Material in confidence and in trust for the City, using at least the same degree of care, but no less than a reasonable degree of care, as the Proponent uses to protect its own similar confidential information of like importance, and will,
- (a) prevent any access, reproduction, disclosure or use of the Security Sensitive Material not expressly authorized herein,
  - (b) disclose the Security Sensitive Material only to those of the Proponent's Recipients who have a definable need to know such information for the purpose of submitting to the RFP and who are informed of the confidential nature of such information and only to the extent strictly necessary in order to carry out the purpose of submitting to the RFP, provided that such Proponent's Recipients are bound by a confidentiality agreement with the Proponent no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Proponent agrees to use its best efforts to recover any of the Security Sensitive Material in such person's custody or control. The Proponent will be responsible for all damages arising from any disclosure of all or part of the Security Sensitive Material or any act in contravention of this Agreement by a person to whom such Security Sensitive Material was given by the Proponent as if the disclosure were made or the act performed directly by the Proponent,
  - (c) not, and will ensure that each of the Proponent's Recipients will not, copy or reproduce any of the Security Sensitive Material, except as strictly necessary in order to carry out the Authorized purpose of responding to the RFP, and
  - (d) promptly notify the City in writing of any unauthorized copying, reproduction, use or disclosure of the Security Sensitive Material of which the Proponent is or becomes aware, and such notice will include a detailed description of the circumstances of the copying, reproduction, use or disclosure and the parties involved.

4.0 Exceptions to Confidentiality Obligations

- 4.1 This Agreement imposes no obligation upon the Proponent with respect to the City's Security Sensitive Material received hereunder that
- (a) the Proponent can promptly demonstrate with documentary evidence was already legitimately known to the Proponent without a duty of confidentiality prior to the disclosure thereof by the City,
  - (b) is lawfully received by the Proponent from a third party, other than a supplier introduced to the Proponent by the City, without a duty of confidentiality,
  - (c) has become general public knowledge through no act or fault on the part of the Proponent or the Proponent's Recipients, or
  - (d) the Proponent can promptly demonstrate with documentary evidence was independently developed by or for the Proponent without the use of any Security Sensitive Material.

5.0 Legal Requirement to Disclose

- 5.1 If the Proponent or any of the Proponent's Recipients is or becomes legally required to disclose any Security Sensitive Material to a government body or court of law, the Proponent agrees, to the extent permissible by law, to give, and will ensure that the Proponent's Recipients give,

REQUEST FOR PROPOSAL NO. PS20110558  
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APPENDIX 4- NON-DISCLOSURE AGREEMENT

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the City sufficient advance notice to enable the City the opportunity to contest the disclosure or obtain a protective order.

**6.0 Warranty Disclaimer**

- 6.1 All Security Sensitive Material is provided on an “as is” basis, and all representations and warranties, express or implied, including as to its accuracy or completeness, fitness for purpose, merchantability, and non-infringement, are hereby disclaimed.

**7.0 Injunctive Relief**

- 7.1 The Proponent acknowledges and agrees with the City that

- (a) the secrecy of the Security Sensitive Material is of the utmost importance to the City, and the Security Sensitive Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the City’s interests against any actual or threatened breach of this Agreement
- (b) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the City’s business and security and all defences to the strict enforcement thereof by the City are hereby waived by the Proponent to the fullest extent permitted by law, and
- (c) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the City, and so the City will, in addition to any other rights to relief, be entitled to the remedies of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement, without proof of actual damages or the inadequacy of monetary damages.

**8.0 General**

- 8.1 Upon the request at any time of the City, the Proponent will promptly destroy all Security Sensitive Material and any copies or reproductions thereof in the Proponent’s possession or under its control or in the possession or under the control of any of the Proponent’s Recipients, and will certify in writing such destruction or return of all Security Sensitive Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Proponent’s compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.
- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.
- 8.3 The Proponent will not, without the written consent of the City, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Proponent from making such disclosure
- (a) on a confidential basis to any of the Proponent’s Recipients to the extent such person needs to know such information strictly for the purpose of responding to the RFP, or
  - (b) in order to comply with the requirements of applicable securities or other laws.
- 8.4 No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver,



REQUEST FOR PROPOSAL NO. PS20110558  
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APPENDIX 4- NON-DISCLOSURE AGREEMENT

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addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations hereunder, and the provisions hereof will enure to the benefit of and be binding upon the parties and their respective successors and permRFPed assigns.

- 8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Proponent irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
- 8.6 If the Proponent agrees to the terms and conditions of this Agreement the Proponent is required to sign this Agreement below before viewing Security Sensitive Material and commencing on the Information Meeting and Site Visit.

Signed by:

---

---

[Print name in full with title]

---

[Print Proponent's company name in full]

---

Date

PRIME CONTRACTOR AGREEMENT

1.0 DEFINITIONS

1.1 Owner

As defined in the Contract, the City of Vancouver as the owner of the Place of the Work.

1.2 Prime Contractor

The Contractor selected by the Owner to be the “prime contractor” at the Place of the Work (the “Work Site”) pursuant to and in accordance with Section 118 of the *Workers Compensation Act* (the “Act”) with respect to occupational health and safety only.

2.0 RESPONSIBILITIES

2.1 Prime Contractor

During the Contract, the Prime Contractor will:

- .1 notify the Owner of any changes of status with WorkSafeBC;
- .2 ensure the health and safety of all workers on the Work Site;
- .3 inform all others on the Work Site that it is the Prime Contractor;
- .4 coordinate all occupational health and safety activities for the Work Site;
- .5 do everything practicable to establish and maintain a system or process to ensure all employers at the Work Site comply with the Act and the *Occupational Health and Safety Regulations* (“OH&S Regulation”);
- .6 review and complete a “Pre-Job Meeting Form” if requested by the Owner;
- .7 submit the Notice of Project to the WorkSafeBC;
- .8 comply with OH&S Regulation 20.2 for the general requirements of a Notice of Project;
- .9 where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5) on the Work Site, identify and designate a Qualified Coordinator to coordinate health and safety activities; and
- .10 provide the information listed in OH&S Regulation 20.3(4) at the Work Site.

2.2 Prime Contractor’s Qualified Coordinator (Construction Only)

The Prime Contractor will cause its Qualified Coordinator to comply with the “Duties of the Qualified Coordinator” as listed in OH&S Regulation 20.3(3).

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APPENDIX 5- PRIME CONTRACTOR AGREEMENT

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3.0 DESIGNATION

- 3.1 By signing this agreement, the Contractor agrees to accept all responsibilities of a Prime Contractor as outlined in Part III of the Act and the OH&S Regulation.
- 3.2 Any WorkSafeBC violation by the Prime Contractor may be considered a material breach of contract resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.
- 3.3 Any penalties, sanctions or additional costs levied against the Owner, as a result of the actions of the Prime Contractor, are the responsibility of the Prime Contractor.

The undersigned, having read and understood the information contained in this Agreement hereby accepts all responsibilities of the Prime Contractor for this project.

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Qualified Coordinator Name: \_\_\_\_\_

Authorized Signature (*state title*): \_\_\_\_\_