REQUEST FOR PROPOSALS

DESIGN-BUILDER FOR FIELD HOUSE CODE UPGRADES

RFP No. PS20171339

Issue Date: September 18, 2017
Issued by: City of Vancouver (the “City”)
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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the City and, depending on the City’s evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

1.2 The RFP concerns the City’s interest in procuring design-build services for upgrading a number of fieldhouses in the City of Vancouver Parks to comply with part 11 of VBBL - ‘change of major occupancy for small suite’ requirements. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the City’s objectives and requirements.

1.3 The City is interested in selecting a Design-Build team, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such team, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.

1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPOSENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPOSENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.

1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.7 The RFP consists of four parts, plus appendices:

(a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b) PART B - CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “Form of Agreement”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for submission of site walkthrough registration form</td>
<td>September 22, 2017</td>
</tr>
<tr>
<td>Information Meeting and Site Walkthrough:</td>
<td></td>
</tr>
<tr>
<td>1. Hadden Park, 1905 Ogden Ave.*</td>
<td>9:30 am to 10:30 am</td>
</tr>
<tr>
<td>2. McBride Park, 3350 W 4th Ave.</td>
<td>11:00 am to 11:30 am</td>
</tr>
<tr>
<td>3. Elm Park, 5870 Elm St.</td>
<td>12:00 pm to 12:30 pm</td>
</tr>
<tr>
<td>4. Oak Park, 900 W 59th Ave.</td>
<td>1:30 pm to 2:00 pm</td>
</tr>
<tr>
<td>5. Moberly Park, 7646 Prince Albert</td>
<td>2:30 pm to 3:00 pm</td>
</tr>
<tr>
<td>6. Riley Park Fieldhouse, 95 E 32nd Street</td>
<td>3:30 pm to 4:00 pm</td>
</tr>
<tr>
<td>7. Slocan Park, 2750 E 29th Ave.</td>
<td>9:30 am to 10:00 am</td>
</tr>
<tr>
<td>8. Falaise Park, 3434 Falaise Ave.</td>
<td>10:30 am to 11:00 am</td>
</tr>
<tr>
<td>9. Adanac Park, 1025 Boundary Rd.,</td>
<td>11:30 am to 12:00 pm</td>
</tr>
<tr>
<td>10. Burrard View Park, 650 N Penticton St.</td>
<td>1:00 pm to 1:30 pm</td>
</tr>
<tr>
<td>11. Pandora Park, 2325 Franklin St.</td>
<td>2:00 pm to 2:30 pm</td>
</tr>
<tr>
<td>12. MacLean Park, 710 Keefer St.</td>
<td>3:00 pm to 3:30 pm</td>
</tr>
</tbody>
</table>

*NOTE: There will be a brief information meeting on September 25, 2017 at Hadden Park before the site walkthrough.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Enquiries</td>
<td>October 10, 2017</td>
</tr>
<tr>
<td>Closing Time</td>
<td>3:00 p.m. on October 17, 2017</td>
</tr>
</tbody>
</table>

2.2 A City personnel will be stationed at each of the sites listed above to guide the Proponents and their teams into the site where work will be performed.

2.3 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Donabella Bersabal
Email: donabella.bersabal@vancouver.ca
3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

3.3 **IF A POTENTIAL PROPOONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPOONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPOONENT REGARDING THE MATTER.**

4.0 **SUBMISSION OF PROPOSALS**

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).

4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Design-Builder for Field House Code Upgrades; PS20171339”) and delivered to the drop box at:

Supply Chain Management  
4th Floor, Vancouver City Hall  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4

4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.

4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.5 Proposals must not be submitted by fax or email.

4.6 The City requests that three (3) hard copies and one (1) exact electronic copy (on a flash drive, memory stick) of each Proposal (or amendment) be submitted. Proposals should not be bound in three-ring binders.

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

4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.

4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City’s website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

5.4 A Site Visit (the “Site Visit”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Please see the schedule in Section 2.1.

5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

5.6 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City’s website, as described in Section 5.1 above.

6.0 PROJECT FTP SITE

6.1 The Project FTP Site will contain confidential information and that information may not be disclosed by a Proponent to anyone except Design-Build Team Members and sureties, insurance companies, financiers, agents, consultants, and advisors to the Proponent.

6.2 Information in the Project FTP Site may be modified, supplemented, or updated from time to time by the City. Proponents are advised to check the Project FTP Site on a regular basis for new postings and updates.

6.3 Proponents are responsible for considering and satisfying themselves as to the applicability of the materials in the Project FTP Site.

7.0 ACCESS TO THE CITY’S PROJECT FTP SITE

7.1 For the purposes of the RFP process the Proponent will be granted access to the site for specifications, drawings, and reports.

7.2 As a condition of entering any portion of the FTP Site, the Proponent irrevocably accepts full liability for any and all events arising from or in connection with any Site access, and the Proponent indemnifies the City, its agents, representatives, and employees for any loss or damages suffered by the Proponent, the City, or any third party arising, either directly or indirectly, in contract or in tort, from or in connection with the Proponent’s access to the FTP site.

7.3 To gain access to the FTP, please go to: https://webtransfer.vancouver.ca/ThinClient/
(a) The user ID is: PS20170998DL@coveftp01

(b) The password is: A2638hTm (The password is case sensitive.)

8.0 BONDS

8.1 The Design-Build under the DB Agreement will be required to provide, at its own expense, a Performance Bond and a Labour and Materials Payment Bond both as set out in Section GC11.3 of Schedule A of Part D of this RFP in the amount of 50% of the Contract Price to guarantee the Design-Build’s full and faithful performance of the DB Agreement and to protect the City against any losses or damage arising by reason of failure of the Proponent to faithfully and fully perform the DB Agreement. The Performance Bond and the Labour and Materials Payment Bond will both be issued by a surety company licensed in the Province of British Columbia in the form set out in the DB Agreement or such other form that is satisfactory to the City. The Performance Bond shall remain in force until all obligations of the Proponent under the DB Agreement are fulfilled including, without limitation, warranty obligations.

8.2 Each Proposal should include the Consent of a Surety, substantially in the form set out in Appendix 14 to Part C of this RFP, in which the surety that will issue the Bonds required by the DB Agreement agrees to provide the Bonds following receipt of the Notice of Award.

9.0 INSURANCE

9.1 The Design-Build under the DB Agreement will be required to obtain and maintain in force, at its own expense, insurance policies in amounts and with deductibles for the Project satisfactory to the City as set out in the Design-Build Agreement attached as Part D of this RFP. Such coverage includes: project specific professional liability; wrap-up liability; automobile liability; contractor’s pollution liability; contractor’s equipment and, “course of construction” insurance on an “all risks” basis insuring the property to be incorporated in the Work.

9.2 Proposals shall include an insurance undertaking, substantially in the form set out in A to Part C of this RFP, in which the insurance company that will issue insurance coverage required by the DB Agreement agrees to provide the required insurance coverage to the Design-Build following receipt of the Notice of Award.

10.0 WORKSAFEBC

10.1 Each Proponent is required to agree that, if it is the successful Proponent, it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees and others engaged in or upon any work or service which is the subject of the DB Agreement. The Design-Build will be required to agree that the City shall have the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Design-Build. The City will have the right to withhold payment under the Agreement until the WorkSafeBC premiums, assessments, or penalties in respect of work done or service performed in fulfilling the DB Agreement have been paid in full.
10.2 The Design-Builders will provide the City with the Design-Builders’s and each Subcontractor’s WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Design-Builders and each Subcontractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under the DB Agreement. The Design-Builders will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any Person or corporation engaged by the Design-Builders in the performance of the DB Agreement or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

10.3 Whenever the Design-Builders is required or permitted to perform any services on any City sites, the Design-Builders will be the prime contractor (as defined in the Workers Compensation Act (British Columbia)) in connection with such services.

11.0 PROPOSED TERM OF ENGAGEMENT

11.1 The term of any Agreement is until the services are completed, expected to be within 2 years.

12.0 PRICING

12.1 All prices quoted in any Proposal must be inclusive of any provincial sales tax payable by the City under the Provincial Sales Tax Act, S.B.C.2012, c.35 (“PST”), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 (“GST”) or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Proposal.

12.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent’s proposed agreement.

12.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

13.0 EVALUATION OF PROPOSALS

13.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

13.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents’ skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents’ capabilities to meet the City’s Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.
Evaluation Criteria | Evaluation Weighting
--- | ---
Technical (based on Appendix 2 - Technical Proposal Questionnaire) | 45%
Financial (based on Appendix 3 - Commercial Proposal) | 50%
Corporate Sustainability Leadership (based on Appendix 7) | 5%
Total | 100%

13.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

13.4 The City may, at any time prior to signing an Agreement, 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.

13.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. 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 any or all negotiations.

13.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

13.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the 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; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

14.0 CITY POLICIES

14.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at [http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx](http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx) align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is
expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

15.0 LIVING WAGE EMPLOYER

15.1 Effective May 1, 2017, the City of Vancouver became a “Living Wage Employer”. As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign. As of the date of issuance of this RFP, the Living Wage for Vancouver is $20.62, which includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee’s hourly rate with benefits. The Living Wage Calculator can be found at the following website:

http://www.livingwageforfamilies.ca/employers/living-wage-calculator/

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

(a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and

(b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

16.0 CERTAIN APPLICABLE LEGISLATION

16.1 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 City’s consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

16.2 Proponents should note that the Income Tax Act (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the Income Tax Act (Canada), including the requirements to qualify for any available exemptions from withholding.

17.0 LEGAL TERMS AND CONDITIONS

17.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.
RE: REQUEST FOR PROPOSALS NO. PS20171339 DESIGN-BUILDER FOR FIELD HOUSE CODE UPGRADES

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Donabella Bersabal
City of Vancouver
Email: donabella.bersabal@vancouver.ca

Proponent’s Name: ____________________________________________________________

Address:  __________________________________________________________________

                                                                                      __________________________________________________________________

Key Contact Person: ____________________________________________________________

Telephone: ______________________ Fax: ______________________

E-mail: ______________________ Incorporation Date: ______________________

Our company WILL □ / WILL NOT □ attend the information meeting for Request for Proposals No. PS20171339 - Design-Builder for Field House Code Upgrades.

________________________________________
Signature

________________________________________
Name of Authorized Signatory

________________________________________
E-mail Address

________________________________________
Date
PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 Introduction

The City of Vancouver is seeking design-build services for upgrading a number of fieldhouses in City of Vancouver Parks to comply with part 11 of VBBL - ‘change of major occupancy for small suite’ requirements.

There are 17 fieldhouses requiring upgrading located in various parks around the City of Vancouver. The code upgrades will be completed in phases. The first phase consists of 12 fieldhouses. Potential subsequent phase(s) comprising of 3 - 5 additional fieldhouses may be added to the scope, subject to funding availability.

The fieldhouse to be upgraded are:

Phase 1
1. Moberly Park, 7646 Prince Albert
2. Falaise Park, 3434 Falaise Ave.
4. Burrard View Park, 650 N Penticton St.
5. Hadden/Kitsilano Park, 1905 Ogden Ave.
6. Pandora Park, 2325 Franklin St.
9. MacLean Park, 710 Keefer St.
10. Elm Park, 5860 Elm St.
11. Riley Park Fieldhouse, 95 E 32nd Street
12. Adanac Park, 1025 Boundary Road

Potential Subsequent Phase(s):
13. Strathcona Park, 857 Malkin Ave
14. Norquay park, 5050 Wales St
15. Burrard Marina, 1655 Whyte Ave
16. Memorial South Park, 5955 Ross St
17. Stanley Park A frame, 8701 Stanley Park Dr.

Please note: Slocan Park fieldhouse will be treated as ‘typical’, and its pricing (adjusted as appropriate) will form the basis for costing potential subsequent phase(s).

2.0 Project Background

The Vancouver Park Board's Fieldhouse Activation Program provides spaces for groups in a fieldhouse to create activities that engage the community. By repurposing underused space in fieldhouses into small community spaces, this program aims to animate the neighbourhoods with place-based activities focused on one or more of the priority themes:

- Arts
- Culture
- Sport
- Environment
• Local food
• Host programs in locations where people already gather
• Provide space for user groups in exchange for community engaged activities.

Some more information can be found here: http://vancouver.ca/people-programs/fieldhouse-activation-program.aspx#examples

3.0 Summary of Requirements

The City is seeking full design-build service proposals from highly qualified proponent teams. The proponent’s team will include an architect licensed to practice in British Columbia to provide professional services related to preparation of the building permit package(s), code review package(s), issuing relevant schedules and construction contract administration.

3.1 The salient requirement for all fieldhouses as confirmed by the City of Vancouver Building Review Branch is the upgrading of the party wall separating the “residential” suite from the adjoining park ancillary use occupancy, and upgrading all the suite light fixtures to high efficiency light systems, in accordance with the upgrade requirements associated with the change in major occupancy classification for a small suite per VBBL Appendix to Part 11: Division B - Appendix A - Part 11.

3.2 Per the VBBL, the suites must be separated on the suite side of the suite separation with at least two layers of gypsum wall board (GWB). Where only one layer exists, then an additional layer of GWB must be added to the suite side only. The additional layer of GWB may be any type of GWB with a minimum thickness of 13 mm.

4.0 Stage 1 - Suite separation upgrade review and Permit application

The intent is that the party wall or separating floor assembly in all fieldhouses will be upgraded to provide a 1 hour fire resistance rating. The scope of work has been defined in consultation with the City of Vancouver Building Review Branch, as installation of 2 layers of GWB on party wall up to the underside of structure on the suite side for one storey fieldhouses; and two layers of GWB to the underside of the separating floor assembly and to any supporting walls / structure for two storey fieldhouses.

The proponents are required to review each fieldhouse conditions to confirm, analyse and organise BP documents to address the code upgrade requirements, and make appointments and apply for permits. This would include all relevant drawings, schedule E1 and B, completed energy checklist, hazmat material reports and qualified professional declaration for hazmat abatement. Base drawings and Hazmat reports will be provided by the city. Proponents are required to review and confirm the existing plans. The City’s PM will assist in coordinating review and Code requirements with the BRB.

5.0 Stage 2 - Hazardous Materials abatement

The Proponent will be required to abate hazardous materials encountered during upgrading as indicated below.

Hazardous materials surveys have been performed at the following sites and reports are attached:

1. Moberly Park Fieldhouse
2. Falaise Park Fieldhouse
3. Slocan Park Fieldhouse
4. Burrard View Park Fieldhouse
5. Hadden/Kitslano Park Fieldhouse
6. Pandora Park Fieldhouse
7. McBride Park Fieldhouse
8. Oak Park Fieldhouse
9. Maclean Park Fieldhouse
10. Elm Park Fieldhouse

The Hazardous Materials survey for the 2 sites below will be provided as an addendum before the RFP closes.

11. Riley Park Fieldhouse
12. Adanac Fieldhouse

Hazardous materials may or may not be disturbed during the course of the work contemplated by this RFP depending on the particular work plan proposed by the Proponent. The Proponent must use one of the City’s pre-qualified hazardous materials abatement contractors for any abatement work. If air monitoring is required during abatement, the Proponent must use one of the City’s pre-qualified hazardous materials consultants. Any abatement that may be conducted by the Proponent, through one of the City’s pre-qualified hazardous material abatement contractors, must be completed in accordance with the Occupational Health and Safety Regulation and Hazardous waste disposed of in accordance with the Environmental Management Act. A completion report including all disposal documentation must be provided to the City's Hazardous Materials Team upon project completion.

6.0 Stage 3 - BP Package preparation

Building Permit application submission, for field review process will need to be organised for each fieldhouse as required.

7.0 Stage 4 - On-site Demolition / Removal and Construction / Reinstallation Summary

7.1 Removal and re-installation of reusable wall fixtures such as kitchen cabinets, shelves, counters etc. as required
7.2 Removing and reinstalling appliances as required
7.3 Removing and reinstalling plumbing fixtures as required
7.4 Removing bath tub and replacing with drop-in shower unit where required (cash allowance of $2,000 per shower unit in pricing)
7.5 Partial removal of floor and wall tiles, installing new tiles and making good where required
7.6 Removing light fixtures and replacing with new high efficiency light fixtures (cash allowance of $5,500 per fieldhouse in pricing)
7.7 Partially remove ceiling as required and repair to make good
7.8 Install 2 layers type ‘X’ GWB on party wall, on suite side, up to the underside of roof
7.9 Continue party wall with 2 layers type ‘X’ GWB till the underside of roof
(Refer ‘Fieldhouses Code Upgrade Scope of Work Summary’ sheets for information on each fieldhouse requirements)

8.0 Qualifications

8.1 Mandatory Qualifications

To be eligible to submit an RFP, proponents must have recent experience (preferably within the last 5 years) in:

a. Obtaining Building Permits within the City of Vancouver
b. Renovations to existing buildings of similar size and complexity
c. Projects delivered on tight schedule
d. Construction projects that accommodate continuous ongoing base building operations.

All proponents must state fulfillment of these qualifications, including examples, in their proposals.

9.0 City-provided drawings and documents:
1. 12 Fieldhouses Code Upgrade Scope of Work Summary sheets
2. 12 fieldhouses base drawings
3. Hazmat Reports for specific sites as indicated
4. Site Photos for specific sites as indicated
5. Special Inspection Reports

10.0 Deliverables:
1. Building Permit Application package(s)
2. On-site construction of code upgrades
3. Permit closeout / Occupancy permits

11.0 Project Timeline

Time is of the essence in the performance of every aspect of the design and construction work. Proponents should demonstrate in their submissions sufficient previous history and experience and current capacity to comply with the timeline indicated below. Throughout the project allow for regular biweekly meetings with the Owner’s working group.

Consulting work will be required to meet or better the following general timelines. These timelines are based on phase 1 upgrade work:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Documents preparation</td>
<td>November 2017 to February 2018</td>
</tr>
<tr>
<td>Hazmat abatement</td>
<td>January 2018 to April 2018</td>
</tr>
<tr>
<td>Demolition and construction</td>
<td>February 2018 to July 2018</td>
</tr>
</tbody>
</table>
PART C - FORM OF PROPOSAL

RFP No. PS20171339 DESIGN-BUILDER FOR FIELD HOUSE CODE UPGRADES (the “RFP”)

Proponent’s Name: ________________________________________________  “Proponent”

Address: _________________________________________________________

Jurisdiction of Legal Organization: _________________________________

Date of Legal Organization: _________________________________

Key Contact Person: _______________________________________________

Telephone: ___________________ Fax: ________________________

E-mail: ______________________

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City’s website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

________________________________________________________
Signature of Authorized Signatory for the Proponent            Date

Name and Title

________________________________________________________
Signature of Authorized Signatory for the Proponent            Date

Name and Title
APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1  Legal Terms and Conditions of RFP
APPENDIX 2  Technical Proposal Questionnaire
APPENDIX 3  Commercial Proposal
APPENDIX 4a  Proponent’s References
APPENDIX 4b  Proponent’s Builder’s References
APPENDIX 5  Certificate of Insurance
APPENDIX 6  Declaration of Supplier Code of Conduct Compliance
APPENDIX 7  Corporate Sustainability Leadership Questionnaire
APPENDIX 8  Personal Information Consent Form(s)
APPENDIX 9  Subcontractors and Suppliers
APPENDIX 10 Proposed Amendments to Form of Agreement
APPENDIX 11 Proof of WorkSafeBC Registration
APPENDIX 12 Conflicts; Collusion; Lobbying
APPENDIX 13 Undertaking of Insurance
APPENDIX 14 Consent of Surety
APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

(a) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

(b) “Contract” means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent’s selection by the City in the City’s RFP process.

(c) “Losses” means, in respect of any matter, all direct or indirect, as well as 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).

(d) “Proponent” means the legal entity which has signed the Proposal Form, and “proponent” means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) “Proposal” means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent’s proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and “proposal” means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) “Proposal Form” means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g) “RFP” means the document issued by the City as Request for Proposals No. PS20171339, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City’s sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe to the Proponent or to any of the Proponent’s proposed subcontractors (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP
process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City’s sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties’ knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

(a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties’ knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only a nd to the extent that the City breaches Section 8.2 of this Appendix 1, the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City’s liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the Commercial Arbitration Act (British Columbia), amended as follows:

(a) The arbitrator will be selected by the City’s Director of Legal Services;

(b) Section 6 of this Appendix 1 will: (i) bind the City, the 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.
8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City’s Property
(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b) 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 to the Proponent.

8.2 Proponent’s Submission Confidential
Subject to the applicable provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), other applicable legal requirements, and the City’s right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City’s evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential
(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) The Proponent now 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 or any court 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.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process
(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent’s or any proposed subcontractor’s organization (a “person having an interest”) or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.
9.2  Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

9.3  Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

9.4  Declaration as to Lobbying

The Proponent confirms and warrants that:

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

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

in each case as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

10  GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
11 INDEPENDENT LEGAL ADVICE

THE PROPONET ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.
APPENDIX 2
TECHNICAL PROPOSAL QUESTIONNAIRE

Complete this Appendix 2 - Technical Proposal Questionnaire and provide all requested information. Attach a separate sheet and organize in the same manner and order as items below.

Executive Summary

- Provide a brief (no more than 1 page long) executive summary of your Proposal.

Proponent Overview

- Provide a description of the Proponent’s company, purpose and history of successes especially as they relate to the City’s objectives on this project.

Key Personnel

- Identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, including those of the primary sub-consultants and sub-contractors, if any, that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional Appendix a complete organization chart, as it relates to this project, identifying all roles and areas of responsibility and resumes of key personnel.

Experience & Qualifications

- State the Proponent’s relevant knowledge and experience in relation to the qualifications listed in Part B Section 8 of this RFP, including that of the proposed personnel.

Work Plan

- Detail the sequential process by which the Proponent proposes to undertake the work, including a timeline in the form of a Gantt Chart to illustrate how the work will be performed. The Proponent’s work plan should make reference to the Requirements listed as Part B as appropriate, and include a description of the methods to be employed to perform and coordinate the work and to control quality.

Project Challenges

- Proponents should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.
Sustainability

- Proponents should describe their approach to and history of successes in enhancing sustainability and energy use reduction through the delivery of their past projects, and identify any opportunities they see for additional successes through this project.

Innovation and Alternative Approaches

- Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative and/or alternative solutions to the City’s objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City’s requirements. Proponents should articulate any pricing impact of the alternate solution(s) provided.
APPENDIX 3
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in an Excel format.

Proponent to provide proposed pricing for each site listed in the spreadsheet, which should be in accordance with Part A, Section 12 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

Please ensure Appendix 3 - Commercial Proposal is provided in a separate sealed envelope. The softcopy version should contain a separate Excel spreadsheet for this Appendix 3.

Please use the pricing table in Excel format.

By checking this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City’s Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D. For Commercial Proposals submitted electronically, please color in the box.
APPENDIX 4a  
PROPOSENT’S REFERENCES

Complete this Appendix 4a - Proponent’s References in the form set out below. Please include clients/projects in the last 5 years only. Use a separate sheet if necessary.

<table>
<thead>
<tr>
<th>Client Name # 1</th>
<th></th>
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<tbody>
<tr>
<td>Address (City and Country)</td>
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<tr>
<td>Contact Name</td>
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<tr>
<td>Title of Contact</td>
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<tr>
<td>Telephone No.</td>
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<tr>
<td>E-mail Address</td>
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<tr>
<td>Length of Relationship</td>
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</tr>
<tr>
<td>Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.</td>
<td></td>
</tr>
<tr>
<td>Project Construction Budget</td>
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<tr>
<td>Date of Project (from start to completion)</td>
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<tbody>
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<td><strong>Project Construction Budget</strong></td>
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<td><strong>Date of Project (from start to completion)</strong></td>
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<td><strong>Length of Relationship</strong></td>
</tr>
<tr>
<td><strong>Project Name and Summary</strong> - please provide details of the project such as scope, challenges, and outcomes.</td>
</tr>
<tr>
<td><strong>Project Construction Budget</strong></td>
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<tr>
<td><strong>Date of Project (from start to completion)</strong></td>
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</table>
Complete this Appendix 4b - Proponent’s Builder’s References in the form set out below. Please include clients/projects in the last 5 years only. Use a separate sheet if necessary.

<table>
<thead>
<tr>
<th>Client Name # 1</th>
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<tbody>
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<td>Project Construction Budget</td>
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<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td>Length of Relationship</td>
<td></td>
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</tbody>
</table>
### Project Name and Summary
- Please provide details of the project such as scope, challenges, and outcomes.

### Project Construction Budget

### Date of Project (from start to completion)

### Client Name # 3

### Address (City and Country)

### Contact Name

### Title of Contact

### Telephone No.

### E-mail Address

### Length of Relationship

### Project Name and Summary
- Please provide details of the project such as scope, challenges, and outcomes.

### Project Construction Budget

### Date of Project (from start to completion)
APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>Insured Values (Replacement Cost)</th>
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<tbody>
<tr>
<td>TYPE OF COVERAGE</td>
<td>Building and Tenants’ Improvements $</td>
</tr>
<tr>
<td>POLICY NUMBER</td>
<td>Contents and Equipment $</td>
</tr>
<tr>
<td>POLICY PERIOD From</td>
<td>to Deductible Per Loss $</td>
</tr>
</tbody>
</table>

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

| INSURER | 

| TYPE OF COVERAGE | 
| POLICY NUMBER | 
| POLICY PERIOD From | to 
| Limits of Liability (Bodily Injury and Property Damage Inclusive) - 
| 
| Aggregate | 
| Non-Owned Auto Liability | 

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

| INSURER | Limits of Liability - 
| POLICY NUMBER | Combined Single Limit $ |
| POLICY PERIOD From | to 
| If vehicles are insured by ICBC, complete and provide Form APV-47. |
| Limits of Liability (Bodily Injury and Property Damage Inclusive) - 
| Aggregate | 
| Self-Insured Retention | 

6. □ UMBRELLA OR □ EXCESS LIABILITY INSURANCE

| INSURER | Limits of Liability (Bodily Injury and Property Damage Inclusive) - 
| POLICY NUMBER | Per Occurrence/Claim $ |
| POLICY PERIOD From | to 
| Aggregate | 
| Deductible Per Occurrence/Claim | 

7. PROFESSIONAL LIABILITY INSURANCE

| INSURER | Limits of Liability - 
| POLICY NUMBER | Per Occurrence $ |
| POLICY PERIOD From | to Aggregate | 
| Deductible Per Occurrence $ |

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

8. OTHER INSURANCE

| INSURER | Limits of Liability - 
| POLICY NUMBER | Per Occurrence $ |
| POLICY PERIOD From | to Aggregate | 
| Deductible Per Occurrence $ |

| INSURER | Limits of Liability - 
| POLICY NUMBER | Per Occurrence $ |
| POLICY PERIOD From | to Aggregate | 
| Deductible Per Occurrence $ |

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Print Name of Insurer or its Authorized Representative, Address and Phone Number

Appendix 5
APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

**Purpose:**

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

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

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

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

<table>
<thead>
<tr>
<th>Section of SCC / title of law</th>
<th>Date of violation / conviction</th>
<th>Description of violation / conviction</th>
<th>Regulatory / adjudication body and document file number</th>
<th>Corrective action plan</th>
</tr>
</thead>
<tbody>
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</table>

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

Signature: ____________________________

Name and Title: ____________________________
APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 14 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

**For all questions where the answer is ‘Yes’ and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.**

**For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.**

**Questionnaire Structure**

<table>
<thead>
<tr>
<th>Section 1: Environmental Impact</th>
<th>Environmental or Sustainability Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reducing greenhouse gas (GHG) emissions</td>
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<tr>
<td></td>
<td>Reducing waste</td>
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<tr>
<td></td>
<td>Sustainable purchasing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2: Social Impact</th>
<th>Living wage employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workplace development programs</td>
</tr>
<tr>
<td></td>
<td>Supporting social enterprises</td>
</tr>
<tr>
<td></td>
<td>Sustainable business</td>
</tr>
</tbody>
</table>

| Section 3: Definitions          | Definitions for key terms used in this Annex. |
SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:
• Environmental or Sustainability Policy or Statement
• reducing greenhouse gas (GHG) emissions
• reducing waste
• sustainable purchasing

1. Do you have a documented Environmental or Sustainability Policy or Statement?
   □ Yes    □ No
   If no, go to question 2.
   If yes, please address the following:
   a. Attach a copy of the policy or statement to your Proposal.
   b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?
   □ Yes    □ No
   If yes, state total annual GHG emissions (tC02e): ______________________

3. Has your company adopted GHG reduction targets or goals?
   □ Yes    □ No
   If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)
   □ Yes    □ No
   If yes, state the name of the 3rd party: ________________________________

5. Does your company own buildings in Metro Vancouver?
   □ Yes    □ No
If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. Please limit answer to 400 words or less.

a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)

b. building envelope improvements (e.g., insulation, windows)

c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

_____________________________________________________________________________________

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

_____________________________________________________________________________________

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

In no, skip to question 9.

If yes, please address the following questions:

a) what size is your fleet (including heavy off-road equipment)?

_____________________________________________________________________________________

b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

[00153432v18]

September 15, 2017
8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes  ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives).  Please limit answer to 250 words or less.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations.  Please limit answer to 250 words or less.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes  ☐ No

If yes, state annual solid waste figures (kg or tonnes): _________________________________

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

_____________________________________________________________________________

12. Does your company have an office or operations recycling program in place?

☐ Yes  ☐ No

If yes, which materials does your company recycle - check only those that apply:

☐ office paper
☐ plastic and glass containers
☐ soft plastic
☐ food waste/compostables
☐ batteries
☐ printer or toner cartridges
☐ Styrofoam
☐ IT equipment / electronics / mobile devices
13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes  ☐ No

In no, skip to question 16.

If yes, please address the following:

a. Attach a copy of the policy and/or code to the Proposal

b. If the policy or code of conduct is publicly available, please provide a link to document:

________________________________________________________________________

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)

☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)

☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)

☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)

☐ Office products (e.g., ECOLOGO; recycled; non-toxic)

☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)

☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)

☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)

☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)

☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)

☐ Other: (list)

________________________________________________________________________

________________________________________________________________________
SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:
- living wage employer
- workplace development programs
- supporting social enterprises
- sustainable business

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of Living wage employer in Section 3 below.
   □ Yes □ No
   If yes, please state either:
   a) date of certification; OR
   b) date by which you expect to become certified

____________________________________________________________________________
____________________________________________________________________________

2. Does your company provide employment and/or training opportunities for person(s) with barriers to employment (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of person with barriers to employment in Section 3 below.
   □ Yes □ No
   If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees, and the number of employees/trainees that work in your company.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

3. Does your company conduct business with, or support in other ways, one or more social enterprises (as defined in Section 3 below).
   □ Yes □ No
   If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

____________________________________________________________________________
____________________________________________________________________________
4. Is your company structure either of the following:
   
a. Social enterprise (as defined in Section 3 below)
      □ Yes □ No
      
      If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

   ________________________________________________________________

b. Community Contribution Company (C3) (as defined in Section 3 below)
      □ Yes □ No

5. Has your company’s sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)
      □ Yes □ No
      
      If yes, state the name of the third party and date of certification or date of last review:

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

6. Describe any additional social sustainability initiatives that demonstrate your company’s commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees’ total compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprise.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a “person with barriers to employment”, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the Business Corporations Act, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.
Complete one copy of this Appendix 8 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20171339

Title:  Design-Builder for Field House Code Upgrades

With the provision of my signature at the foot of this statement I, ________________________________

______________________________ (Print Name)

consent to the indirect collection from ________________________________

______________________________ (Print Name of Proponent)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) Freedom of Information and Protection of Privacy Act.

______________________________ )  )  ________________________________

Signature  )  )  Date
APPENDIX 9
SUBCONTRACTORS AND SUPPLIERS

Complete this Appendix 9 - Subcontractors and Suppliers in the form set out below or using a separate sheet(s) by listing all Subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any Subcontractors or suppliers.

If selected to enter into an Agreement with the City, the Proponent may be limited to using Subcontractors listed in its Proposal. If the City objects to a subconsultant listed in a Proposal, the City may permit a Proponent to propose a substitute subconsultant acceptable to the City.

The following are certain of the Subcontractors that the Design-Build will use for the Design Services and the Work:

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>Address</th>
<th>Division/Section of Design Services or Work</th>
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<tr>
<td>[To be completed]</td>
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</table>

The following are certain of the Suppliers that the Design-Build will use for the Design Services and the Work:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Manufacturer</th>
<th>Address</th>
<th>Item</th>
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APPENDIX 10
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 10 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state “none”. It is at the City’s sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

<table>
<thead>
<tr>
<th>Section / General Condition</th>
<th>Proposed Amendment</th>
<th>Rationale and Benefit</th>
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</table>
APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attach as Appendix 11 to this Form of Proposal proof of valid WorkSafeBC registration.
APPENDIX 12
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 12 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

<table>
<thead>
<tr>
<th>Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)</td>
</tr>
<tr>
<td>Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)</td>
</tr>
</tbody>
</table>
APPENDIX 13
UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20171339 Design-BUILDER for Field House Code Upgrades

Dear Sirs:

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

Dated at ____________________, British Columbia, this _____day of ____________20__. 

By: ________________________________

Title: ________________________________

Full Corporate Name of Insurer:

____________________________________

The “Certificate of Existing Insurance” provided with the RFP should be completed and signed and enclosed with this schedule, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE PROPOSENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.
APPENDIX 14
FORM OF CONSENT OF SURETY

PROJECT:__________________________________________________________

Should it be required, we the undersigned Surety Company do hereby undertake to become bound as a surety in an approved Contract Performance Bond and Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the awarded Contract Price for the fulfillment of a Contract, which may be awarded to ________________________ at the offered Price (or another offered price) set forth in the attached Form of Proposal, which Performance Bond and Labour and Material Payment Bond we understand are to conform to the applicable CCDC forms and be filed with the City within 10 Working Days of receipt of confirmation to contract, unless otherwise directed by the City.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

The Common Seal of __________________________
was hereto affixed in the presence of:

___________________________________________________________
PART D
FORM OF AGREEMENT

The inclusion of this Agreement is for review only at this stage.

See attached.
DESIGN-BUILDER FOR FIELD HOUSE CODE UPGRADES

PS20171339

DESIGN-BUILD AGREEMENT

between

[DESIGN-BUILDER NAME]

and

CITY OF VANCOUVER

[DATE]
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<th>Title</th>
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<td>5</td>
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<td>SCHEDULE OF PRICES</td>
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<td>SCHEDULE 4</td>
<td>SUBCONTRACTORS AND SUPPLIERS</td>
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<td>PROJECT SCHEDULE</td>
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<td>CITY PRE-CONTRACT HAZARD ASSESSMENT FORM</td>
<td>53</td>
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<tr>
<td>SCHEDULE 9</td>
<td>CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM</td>
<td>58</td>
</tr>
</tbody>
</table>
DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT (the “DB Agreement”) dated for reference [insert date] is entered into

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

(the “City”)

OF THE FIRST PART

AND:

[INSERT NAME OF DESIGN-BUILDER]
[insert address]

(the “Design-Builder”)

OF THE SECOND PART

BACKGROUND

A. [Insert]

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

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The Design-Builder shall:

1.1 provide the Design Services and perform the Work for [insert description of the project] at [insert location description and address] in Vancouver, British Columbia (which is the Place of the Work), in respect of which Work, [name] is acting as the Consultant (subject to replacement by the Design-Builder pursuant hereto);

1.2 do and fulfill everything indicated by the Contract Documents; and

1.3 subject to adjustment to the Contract Time as provided for in the Contract Documents, attain Substantial Completion of the Work, as certified by the Payment Certifier, by the [day] day of [month], [year], in accordance with the Project Schedule, included as a 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 Design Services or the Work, including any tender documents that are not expressly listed in Article A-3 of this DB 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 DB Agreement:

(a) this Agreement:

(b) the “Definitions” and “General Conditions of the Design-Build Stipulated Price Contract” contained within standard construction document CCDC 14 - Design-Build Stipulated Price Contract, 2013 edition, not attached but incorporated by reference;

(c) the following schedules to this Agreement:
   (i) Schedule 1 - Supplementary General Conditions (the “Supplementary General Conditions”)
   (ii) Schedule 2 - Owner’s Statement of Requirements;
   (iii) Schedule 3 - Schedule of Prices (the “Schedule of Prices”);
   (iv) Schedule 4 - Subcontractors and Suppliers;
   (v) Schedule 5 - Project Schedule (the “Project Schedule”);
   (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
   (vii) Schedule 7 - Insurance Certificate;
   (viii) Schedule 8 - City Pre-Contract Hazard Assessment Form
   (ix) Schedule 9 - Contractor Pre-Contract Hazard Assessment Form
   (x) insert any other Schedules such as Special Conditions and, if Special Conditions, follow with a definition: “(the “Special Conditions”)”;

(d) the document submitted by the Design-Builder, dated [insert], titled [insert] (incorporated by reference) (the “Design-Builder Document”);

(e) the traffic management plan provided by the Design-Builder to the City (incorporated by reference);

(f) the Place of the Work-specific safety and health plan provided by the Design-Builder to the City (incorporated by reference);

(g) insert any other relevant documents to be incorporated by reference.

3.2 Capitalized terms used in the Contract Documents will have the meanings ascribed to such terms in the Contract Documents.

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price to do, perform and supply all the Design Services and the Work in accordance with, and perform all the obligations specified by, the Contract Documents is
[insert price without GST], plus GST of [insert amount], for a total Contract Price of [insert total amount, including GST].

4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the Design Services or the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.

4.3 The PST, GST and other taxes, duties, assessments, charges and fees included in the Contract Price will be remitted by the Design-Builder to the applicable authorities as and when the City pays the Contract Price to the Design-Builder or as earlier required by applicable law.

4.4 All amounts are in Canadian dollars.

4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.

4.6 For purposes of the Contract Documents, “GST” means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time, and “PST” means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

ARTICLE A-5 PAYMENT

5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Design-Builder in consideration of the performance of the Design Services and the Work.

5.2 The payment for any Design Services or Work under this Contract made to the Design-Builder by the City will not be construed as an acceptance of any Design Services or Work being in accordance with the Contract Documents.

5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank 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 “Bank Rate” for these purposes is 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 IN WRITING

6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties hereto will be in writing and sent:

(i) to the City at:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention:  [insert name]  
[insert title]

Fax No.: [insert]
Email: [insert]; or

(ii) to the Design-Builder at:
[insert name and address]; or

(iii) [to the Payment Certifier at:

[insert name and address]]

or to such other person or address as one party may advise the other from time to time or at any time, the addresses set forth below, and each such communication will be deemed to be received by the recipient:

(A) on the date of delivery, if delivered by hand: to the individual, if the recipient is an individual; to a partner, if the recipient is a partnership; or to an officer of the corporation, if the recipient is a corporation; or

(B) on the day following transmission, if sent by facsimile transmission (and confirmed by documentation of successful transmission) or by 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.

ARTICLE A-7   LAW OF CONTRACT

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

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

ARTICLE A-9   TIME OF THE ESSENCE

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: _______________________________

Signature: ____________________________
Name: _______________________________
Title: _______________________________

[INSERT 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
(SUPPLEMENTARY GENERAL CONDITIONS ARE MODIFICATIONS TO CCDC 14 -2013)

INTRODUCTION

1.1.1 These Supplementary General Conditions amend the “Definitions” and the “General Conditions of the Design-Build Stipulated Price Contract” contained within standard construction document CCDC 14 - Design-Build Stipulated Price Contract, 2013 edition (“CCDC 14”), available for download at http://www.ccdc.org/downloads/index.html. Any reference in the Contract Documents to “General Conditions” or “GC” means the General Conditions contained in CCDC 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, capitalized terms used in these Supplementary General Conditions have the meanings given thereto in CCDC 14.

1.1.3 To the extent that the Lien Act (as defined below) expressly forbids parties from contracting out of all or some of the provisions of the Lien Act then, to the extent that those provisions of the Lien Act apply, such provisions of the Lien Act shall take precedence over any provision of the Contract Documents that is determined to contradict or contravene such provisions of the Lien Act, but only to the extent of such contradiction or contravention.

AMENDMENTS TO THE DEFINITIONS

The following amendments are made to the “Definitions” in CCDC 14:

Delete the definition of “Consultant” replace with the following:

The Consultant is the person or entity designated by the Design-Build to the City as being responsible for the performance of the Design Services in accordance with the Contract Documents provided that, notwithstanding any other provision hereof, the Consultant must be independent of the Design-Build and may not be the Design-Build itself or a corporate affiliate of the Design-Build. The Consultant must be an 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-Build and to act as the Payment Certifier.

Add the following at the end of the definition of “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 the same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

Delete the definition of “Contract Documents” replace with the following:

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 the same in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
DOCUMENTS, and 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 the Contract.

Delete the definition of “Design Services” replace with the following:

Design Services means all professional design and related services and contract administration services required by, or reasonably inferable from, the Contract Documents.

Delete the word “Owner” and the definition of “Owner” and replace with the following:

“Owner” or “City”

“Owner” and “City” each mean the entity identified as the “City” in the Agreement (represented as stated therein or otherwise) or the City's authorized agent or representative, as designated to the Design-Builder in writing. However, “Owner” and “City” each expressly do not include the Payment Certifier and expressly do not include the City of Vancouver acting in its capacity as a municipal regulatory authority.

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

The Owner’s Statement of Requirements consists of the requirements for the Design Services and the Work set out as Schedule 2 of the Agreement, and in [complete] and any amendments thereto agreed upon by the parties.

Delete the definition of “Payment Certifier” and replace with the following:

Payment Certifier means the Consultant; provided that the City may designate a new Payment Certifier (which may be the City itself) at any time or from time to time in its sole and absolute discretion by written notice to the Design Builder, and if the City designates a new Payment Certifier to replace the Consultant, such new designee shall be the Payment Certifier and the Consultant shall no longer be the Payment Certifier and any determination made by the Consultant in its role as Payment Certifier may be revisited for re-determination by the new Payment Certifier.

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

Substantial Performance of the Work shall have the same meaning as “substantial performance” of the DB Agreement, as determined under Section 1(2) of the Lien Act.

Delete the definition of “Work” and replace it with the following:

Work means the total construction and related services required by the Contract Documents or properly inferable therefrom, but excludes the Design Services.

Add the following definitions:

Applicable Laws

Applicable Laws means all applicable federal, provincial and municipal laws, bylaws, codes, rules, regulations, policies and requirements applicable to the Design Services, the Work and the Project.
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 and includes an order made under section 7(5) of the Lien Act.

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, labelling, handling and the like of Hazardous Substances.

Final Certificate for Payment

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

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.

Holdback

Holdback means a holdback required by the Lien Act.

Lien or Liens

Lien or Liens means a lien under the Lien Act.

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 Place of the Work.

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 Place of the Work or the Design Services.

Total Performance of the Work

Total Performance of the Work occurs when the entirety of the Design Services and the Work has been satisfactorily performed and is so certified by the Payment Certifier.

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.
WorkSafeBC Rules

WorkSafeBC Rules means the *Workers Compensation Act* (British Columbia) and the regulations thereunder, 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 any statute or regulation that may be passed which supplements or supersedes such regulations.

ALTERATION OF GENERAL CONDITIONS AND ADDITIONAL CONDITIONS

The following amendments are made to the “General Conditions of the Design-Build Stipulated Price Contract” in CCDC 14:

**GC1.1 CONTRACT DOCUMENTS**

GC1.1.6.1 is deleted in its entirety and replaced as follows:

1. the order of priority of documents, from highest to lowest, shall be:
   - the DB Agreement between the City and the Design-Builder (excluding its schedules);
   - these Supplementary General Conditions;
   - the Definitions from CCDC 14;
   - the General Conditions from CCDC 14;
   - the Owner’s Statement of Requirements;
   - the Construction Documents, after they have been accepted by the City;
   - the other schedules to the DB Agreement between the City and the Design-Builder;
   - the other Contract Documents (except for the below document); and
   - the Design-Builder Document.

GC1.1.7 is amended by deleting the last sentence thereof.

GC1.1.8 is deleted in its entirety and replaced as follows:

1.1.8 The Design-Builder shall grant and shall procure that each Consultant or Other Consultant shall, automatically and without additional consideration, grant to the City an irrevocable, perpetual, royalty-free license to, itself and through contractors and agents, for any purpose in connection with the Project, use, copy, amend, reproduce, modify and create derivative works of all designs, plans, sketches, Drawings, graphic representations, documents and Specifications generated as part of, or constituting outputs of, the Design Services, and the City may retain copies of all of the same for such purpose.

GC1.1.10 is deleted in its entirety and replaced as follows:

1.1.10 The Design-Builder represents and warrants that Design Services or their outputs will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret,
or confidential or proprietary information of a third party. The Design-Builder shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Design Service caused, constituted or resulted in an infringement, misappropriation or misuse of its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

**GC1.6 ADVERTISING**

GC1.6 is added as follows:

**GC1.6 ADVERTISING**

1.6.1 The Design-Builder will obtain the City’s prior written approval for any public advertising, press release or other general publicity matter, in which the name, logo or trademarks of the City or any related person are mentioned or used or in which words are used from which any connection with the City may be inferred. The Design-Builder will not allow or permit any public ceremony in connection with the Work or the Design-Services without the permission of the City 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 City.

**GC2.4 ROLE OF THE PAYMENT CERTIFIER**

GC2.4.1 is deleted in its entirety and replaced with the following:

2.4.1 The Payment Certifier will be the “payment certifier” pursuant to the Lien Act. Based on the Payment Certifier’s observations and evaluation of the Design-Builder’s applications for payment and the Payment Certifier’s review of the status of work, including as against the Project Schedule, the Payment Certifier will issue certificates of payment and will issue each Certificate of Completion and the Final Certificate for Payment.

GC2.4.5 is amended by deleting the words “Article A-5 of the DB Agreement - PAYMENT,”

GC2.4.6 is amended by deleting the words “the Consultant,” during any period in which the Consultant is the Payment Certifier.

GC2.4.8 is deleted in its entirety.

**GC2.5 OWNER’S REVIEW OF THE DESIGN AND THE WORK**

GC2.5.6 is added as follows:

2.5.6 The Payment Certifier may and if the Consultant is the Payment Certifier, the Payment Certifier shall):

.1 review and monitor the Design-Builder’s performance of any work for conformance with the requirements of the Contract, including review and monitor the following:

(a) the Design-Builder’s (or Consultant’s) submittals; and

(b) any and all construction activities; and
.2 perform or arrange for the performance of any tests, checks, and inspections of the Work as the City may reasonably request whether or not specifically required by the Contract Documents.

GC2.5.7 is added as follows:

2.5.7 Review, monitoring and/or approval by the Payment Certifier or City of the Design-Builder’s performance of the Contract shall not relieve the Design-Builder of its sole responsibility and liability to the City for the proper performance of the Contract strictly in accordance with its terms.

**GC2.6 WORK BY OWNER OR OTHER CONTRACTORS**

GC2.6.2 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 City’s own forces, the Design-Builder shall:

GC2.6.2.3 is deleted in its entirety.

GC2.6.2.4 is deleted in its entirety.

GC2.6.3.3 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 City by reason of the deficiencies of the other contractors’ or the City’s own forces’ work, except those of which the Design-Builder was not reasonably aware.

GC2.6.7 is added as follows:

2.6.7 The Design-Builder acknowledges that the Place of the Work generally and portions of the Project will continue to be used by the City and others as described in the Contract Documents. The Design-Builder will work simultaneously and harmoniously with others using the Place of the Work and use all efforts not to interfere with or delay others.

**GC3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK**

GC3.1.4 is amended by deleting the first sentence and replacing it with the following:

The Design-Builder’s contract with the Consultant (if the Consultant is a person or entity other than the Design-Builder) shall:

GC3.1.15 is added as follows:

3.1.15 The Design-Builder shall, and shall ensure that each Subcontractor shall, employ competent and skilled workmen and apprentices and 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 WorkSafeBC Rules.

GC3.1.16 is added as follows:

3.1.16 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 or
from bodies or tribunals having jurisdiction or authority over the Design Services or the Work.

**GC3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**

GC3.4.2 is amended by adding the following to the end of the paragraph:

> No Subcontractor or Supplier listed in Schedule 4 to Part D of the RFP, being the DB Agreement, shall be replaced without the written consent of the City, which consent shall not be unreasonably withheld.

GC3.4.6 is added as follows:

> 3.4.6 In every subcontract the Design-Builder shall specify that the Payment Certifier determined under the Contract Documents shall be the person responsible for payment certification under that subcontract for the purposes of the *Lien Act*.

**GC3.6 DESIGN SERVICES AND WORK SCHEDULE**

GC3.6.1.1 is deleted in its entirety and replaced with the following:

> .1 if the City states in writing that the Design-Builder has not yet done so to the City’s satisfaction, prepare and submit to the City and the Payment Certifier a schedule for the Design Services and the Work that indicates the timing of the major activities of the Design Services and the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Design Services and the Work will be performed in conformity with the Contract Time, which such schedule will, if agreed to by the City, thereafter be deemed to supersede the schedule included in Schedule 5 of the Agreement as the “Project Schedule”;

GC3.6.1.3 is amended by adding the following to the end:

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

GC3.6.2 is added as follows:

> 3.6.2 The Design-Builder will regularly monitor the progress of the Design Services and the Work and advise the City and the Payment Certifier of any revisions to, or any slippage in, the schedule.

GC3.6.3 is added as follows:

> 3.6.3 The Design-Builder will submit to the Payment Certifier and the City monthly updates and provide comments on adherence to the schedule and details of any remedial actions being undertaken to improve schedule slippages.

GC3.6.4 is added as follows:

> 3.6.4 If the schedule is not adhered to, the Design-Builder will use all reasonable means to accelerate the Design Services or the Work, as applicable, without additional compensation, to comply with the schedule. For the avoidance of doubt, references in the Contract Documents to the “schedule” will be deemed to be references to the “Project Schedule” unless the context requires otherwise.
GC3.7 SUPERVISION

GC3.7.3 is added as follows:

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

GC3.8 LABOUR AND PRODUCTS

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

GC 3.8 LABOUR AND PRODUCTS

3.8.1 Unions and Wages

(a) Open Site

The Place of the Work 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 City and other contractors, may employ labourers at the Place of the Work 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) 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 expected date of Total Performance of the Work; or

(2) not certified to be represented by a trade union; and

will 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 expected date of Total Performance of the Work or not certified to be represented by a trade union; and

(ii) represents and warrants that, with respect to any employees of the Design-Builder who may work at or near the Place of the Work 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 expected date of Total Performance of the Work;

but if any Site Labour Disturbance occurs and does or may adversely impact the City, 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 City in any measures it may take to ameliorate such impact) and the Design-Builder will be liable to the City for any such impact.

(c) **Required for Union Design-Builders**

Without limiting the generality of Section (b) above, if the Design-Builder, or any Subcontractor, proposes to employ labourers at the Place of the Work 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 City:

(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 Place of the Work 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 Design Services or 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 Design Services and 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 City. All Products supplied by the Design-Builder must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Design-Builder will promptly abate and remove all Products containing asbestos at its sole cost.

3.8.4 The Design-Builder shall maintain good order and discipline among the Design-Builder's employees engaged on the Design Services and the Work, and shall not employ for the Design Services or the Work anyone not skilled in the tasks assigned. The City 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 or employee of a Subcontractor of the Design-Builder who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or Subcontractor shall be immediately removed from the Place of the Work by the Design-Builder and shall not be employed again on the Project without the prior written approval of the City.

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:

3.9.1 The Design-Builder shall keep one copy (as opposed to the originally executed set) of all Contract Documents, Construction Documents, Shop Drawings, Change Orders, Change Directives, the diary record required by 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 City and the Payment Certifier.

GC3.9.2 is added as follows:

3.9.2 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 City’s and the Payment Certifier’s inspection at all reasonable times and delivered to the City and the Payment Certifier on completion of the Work. The diary shall detail:

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

GC3.10 SHOP DRAWINGS

GC3.10.1 is amended by adding the following to the end:

... or as the Payment Certifier may reasonably request.

GC3.10.3 is amended by adding the following to the end of the first sentence:

... or to the Payment Certifier.

GC3.10.4 is deleted in its entirety and replaced with the following:

3.10.4 If the City or the Payment Certifier requests to review Shop Drawings, the Design-Builder shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the Design Services or the Work or in the work of other contractors.

GC3.10.5 is deleted in its entirety and replaced with the following:

3.10.5 The City’s or the Payment Certifier’s review of Shop Drawings shall not relieve the Design-Builder of any of its responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents unless the City expressly accepts a deviation from the Contract Documents by Change Order.

GC3.10.6 is added as follows:

3.10.6 The Design-Builder represents and warrants that it has reviewed all Contract Documents and inspected and examined the Place of the Work 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-Build further acknowledges that it will be required to share the Place of the Work with the City and others, all as described in the Contract Documents.

**GC3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK**

GC3.11.5 is added as follows:

3.11.5 In the event that work or materials are condemned, then if the Design-Build does not remove such condemned materials or work within the time fixed by written notice, the City may remove them and may store such materials at the expense of the Design-Build. If the Design-Build does not pay the expense of such removal within five (5) calendar days thereafter, the City 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-Build, being returned to the Design-Build.

**GC4.1 CASH ALLOWANCES**

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

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. Except to the extent specifically described in the Contract Documents, such cash allowances:

(a) will cover the net out-of-pocket cost of the Design-Build 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, but

(b) will not cover labour or installation, unless (and then only to the extent):

(i) specifically stated in the Contract Documents as being included in the cash allowance, or

(ii) specifically designated as an itemized or separate price for purposes of the cash allowance,

and otherwise will be deemed to be included in the Contract Price (ex-cash allowances).

GC4.1.2 is deleted in its entirety and replaced as follows:

4.1.2 The Contract Price (ex-cash allowances), and not the cash allowances, includes the Design-Build’s and Subcontractors’ overhead and profit in respect of such cash allowances. Unless noted otherwise in the Contract Documents, 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 City’s use, at the City’s sole discretion.

GC4.1.3 is amended by adding the following to the end of the paragraph:

The City may require that cash allowance Work proceed only after competitive tenders or proposals are sought and received by the Design-Build for all or any part of such Work. The Design-Build shall provide full disclosure to the City of all such tenders or proposals. The Design-Build shall not accept any such tenders or proposals without the prior consent of the City. The Design-Build shall maintain at the Place of the Work, or such other location as the
City may approve, accurate and complete records and accounts documenting all costs incurred under cash allowances. These records and accounts shall be available for inspection by the Payment Certifier and the City at all reasonable times, and the Payment Certifier and the City may take copies thereof.

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

GC5.1 is deleted in its entirety and replaced with the following:

**GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS**

5.1.1 The City 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 City's obligations under the Contract. The Design-Builder now acknowledges that the City's financial statements as published pursuant to the Financial Information Act (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.

5.1.2 The City shall give the Design-Builder Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.

5.1.3 The Contract Price will be paid in accordance with the Schedule of Prices, subject to the other provisions hereof, and is subject to adjustment only in accordance with the Contract Documents.

5.1.4 The Contract Price is expressed and payable in Canadian dollars.

5.1.5 Subject to the provisions of the Contract Documents and in accordance with the Lien Act in respect of Holdbacks, the City shall:

1. make progress payments to the Design-Builder on account of the Contract Price monthly when due, based on:
   (i) the value of the Design Services and Work completed and Products and materials incorporated into the Work as certified by the Payment Certifier, and
   (ii) Products and materials delivered to the Place of the Work but not yet incorporated into the Work, as agreed to by the City;

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 to the Design-Builder in respect of the subcontract;

3. upon issuance of the Certificate of Completion (in respect of 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 to the Design-Builder in respect of this Contract;

4. upon issuance of the Final Certificate for Payment (in respect of Total Performance of the Work), and provided no Liens or other liens have arisen in
respect of 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 City under the Contract, then such amount shall be paid to the City 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:

GC5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment shall be submitted to the Payment Certifier on or before the last day of each calendar month, dated as of the last day of the month, and be in respect of the Design Services or Work completed prior to the application being signed (the “payment period”).

5.2.2 The amount claimed shall be the value, proportionate to the amount of the Contract, of Design Services and Work performed and Products delivered to the Place of the Work as of the last day of the payment period.

5.2.3 The Design-Builder shall submit to the Payment Certifier at least fifteen (15) calendar days before the first application for payment, a schedule of values for the parts of the Design Services and 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.

5.2.4 The schedule of values shall be made out in such form and supported by such evidence as the Payment Certifier may reasonably direct and when accepted by the Payment Certifier, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.5 When making an application for payment, the Design-Builder shall submit a statement based upon the schedule of values. Claims for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Payment Certifier or the City may reasonably require to establish the ownership, value and delivery of the Products. The City has the right to refuse payment for Products delivered to the Place of the Work but not incorporated in the Work. The Design-Builder shall obtain the City's permission prior to invoicing for such Products.

5.2.6 Each application for payment shall:

.1 be in such form and detail as the Payment Certifier shall require and submitted consistently in such form and detail unless otherwise advised by the Payment Certifier and clearly show:
(A) the Design-Builder’s full name, address and telephone number;

(B) the City’s purchase order number;

(C) the name of the City’s project manager;

(D) the application for payment number and date; and

(E) the Design-Builder’s PST and GST registration number(s);

be attached to a statement or statutory declaration sworn by an officer of the Design-Builder, which attests to 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 the 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;

relate the Design Services and Work for which payment is claimed to the Project Schedule and the schedule of values provided and provide such back-up invoices and other materials as may be reasonably necessary for the Payment Certifier to review such application;

be accompanied by a sworn declaration that there are no Liens or other liens relating to the Design-Builder, the Work or the Products registered against the City, the Project or the Place of the Work or the City’s interest therein or against the Holdback;

attach the documents required under GC9.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafeBC Rules;

attach the monthly update contemplated by GC3.6.3; and

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 Payment Certifier may and if the Consultant is the Payment Certifier, the Payment Certifier shall reject all or the applicable portions of the 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 Payment Certifier 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 Payment Certifier only if and when submitted in full conformity with GC5.2.6.

GC5.3 PROGRESS PAYMENT

GC5.3.1.2 is amended by adding the following before the last sentence of the paragraph:

If, after a certificate for payment has been issued to the City (and prior to payment by the City), the Payment Certifier 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 Payment Certifier shall issue a revised certificate.
GC5.3.1.3 is amended by deleting the words “Article A-5 of the Agreement - PAYMENT” and replacing with “this GC5 and the Lien Act”.

GC5.3.2 is added as follows:

5.3.2 Subject to the provisions of the Lien Act, the City may retain a deficiency holdback from progress payments prior to Substantial Performance of the Work to ensure that sufficient money is withheld to fund any agreed deficiency holdback at Substantial Performance of the Work.

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 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 with respect to a subcontract with a Subcontractor, the Design-Builder shall, within one Working Day, deliver to the Payment Certifier and to the City an application for a Certificate of Completion (a “Completion Certificate Application”) in conformity with GC5.4.4.

5.4.2 The Payment Certifier will review the Design Services and the Work to verify the validity of the application and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the Design-Builder's application:

.1 advise the Design-Builder in writing that the Design Services and the Work or the designated portion of the Design Services and the Work is not “completed” (as that term is used in the Lien Act) and give reasons why, or

.2 prepare a Certificate of Completion in respect of the Design Services and 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 City and the Design-Builder.

5.4.3 Immediately following the issuance of the Certificate of Completion for all of the Design Services and the Work, the Design-Builder, in consultation with the City and the Payment Certifier, shall establish a reasonable date for Total Performance of the Work (which date will be deemed to be the date for the same set out in the Project Schedule if such date is specified).

5.4.4 Each Completion Certificate Application referred to in GC5.4.1 shall also contain an application for payment and 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 Design Services and 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 Design Services and 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 licenses, inspection reports, and other applicable manuals, contracts, certificates, guarantees and warranties.

5.4.5 Failure to specify an incomplete or defective item on a Completion Certificate Application or the Payment Certifier's issuance of a Certificate of Completion or certificate of payment in respect of the 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 Payment Certifier of the Certificate of Completion of the Design Services and the Work pursuant to GC5.4.2.2:

.1 the Payment Certifier shall issue to the City and copy to the Design-Builder a certificate of payment for an amount equal to the Contract Price less:

(i) three times the value of any deficiencies shown on the comprehensive list of items to be completed or corrected, as determined by the Payment Certifier in consultation with the City,

(ii) the value of incomplete work as determined by the Payment Certifier in consultation with the City,

(iii) the amounts of all previous certificates of payment;

.2 the City 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; and

.3 for the avoidance of doubt, this GC5.4.6 does not create an obligation to avoid retaining, or to release, any Holdback.

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

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

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

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,

.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 City, the Project or the Place of the Work or the City’s interest therein or against the Holdback, and swear and
submit to the Payment Certifier and the City a written declaration that there are no such Liens or other liens;

.4 attach the documents required under GC9.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafeBC Rules; and

.5 attach copies of a current title search of the Place of the Work confirming that no Liens have been registered prior to the time the release of the Holdback is due.

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

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

5.5.4 The Holdback is due and payable as set out in GC5.1.6.3. The City may retain out of the Holdback any sums required by law to satisfy any Liens arising in connection therewith or, if permitted by the Lien Act, other claims.

**GC5.6 PROGRESSIVE RELEASE OF HOLDBACK**

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

5.6.1 Any portion of the Holdback in respect of a Subcontractor or Supplier subcontract is due and payable as set out in GC5.1.6.3. The City may retain out of the subcontract portion of the Holdback any sums required by law to satisfy any Liens arising in connection therewith or, if permitted by the Lien Act, other claims.

GC5.6.2 is deleted in its entirety.

GC5.6.3 is amended by deleting the words “Substantial Performance of the Work certificate” 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 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 Design Services and the Work are 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 Place of the Work 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 amended by deleting the words “final certificate for payment” and replacing with “Final Certificate for Payment”.

GC5.7.4 is deleted in its entirety and replaced as follows:

5.7.4 Subject to paragraph 9.4.1 of GC9.4 - CONSTRUCTION SAFETY & WORKPLACEBC RULES, and the Lien Act, the City 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

GC6.2 CHANGE ORDER

GC6.2.3 is deleted in its entirety.

GC6.3 CHANGE DIRECTIVE

GC6.3.3 is deleted in its entirety.

GC6.3.5 is deleted in its entirety.

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

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

6.4.1 If the Design-Builder discovers conditions at the Place of the Work which: (i) are subsurface or otherwise concealed physical conditions which existed before the commencement of the Contract; (ii) could not reasonably have been discovered by proper investigation by the Design-Builder under GC3.10.6; and (iii) 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 Contract, then the Design-Builder shall give Notice in Writing to the City 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:

6.4.1A 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 City, whether for a change in the Contract Price or other compensation or for an extension of the Contract Time arising from those conditions.

GC6.4.2 is amended by deleting the words “If the conditions differ materially from the Contract Documents and this would cause” and replacing with “If the requirements of GC6.4.1 and GC6.4.1A are satisfied and the relevant conditions would cause”.

[insert date of preparation]
GC6.4.3 is amended by deleting the words “the conditions at the Place of Work are not materially different” and replacing with “the requirements of GC6.4.1 and GC6.4.1A are not satisfied”.

GC6.4.5 is deleted in its entirety and replaced as follows:

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

GC7.2 OWNER’S RIGHT TO PERFORM THE DESIGN SERVICES OR WORK, TERMINATE THE DESIGN-BUILDER’S RIGHT TO CONTINUE WITH THE DESIGN SERVICES, OR WORK OR TERMINATE THE CONTRACT

GC7.2.4.1 is amended by deleting the words “provided the Payment Certifier has certified such cost to the Owner and the Design-Builder”.

GC7.2.5.4 is deleted in its entirety and replaced as follows:

.4 charge the Design-Builders the amount by which:

(1) the full cost of finishing the Design Services and the Work, as determined reasonably by the City after consulting with the Payment Certifier, including
Any amounts owing directly by the City to the Payment Certifier as compensation to the Payment Certifier for the Payment Certifier’s additional services, plus

(2) a reasonable allowance as determined reasonably by the City after consulting with the Payment Certifier to cover the cost of corrections to work performed by the Design-Builders that may be required under GC 12.5 - WARRANTY

together exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Design Services and the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Design-Builders the difference; and

GC7.2.7 is added as follows:

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

(a) the Design-Builders shall suspend performance of the Design Services and the Work and shall not incur further cost or expense in relation to the Project, except (i) as necessary to protect the Work and the safety of persons, or (ii) as authorized or directed in writing by the City;

(b) the Design-Builders shall remove from the Place of the Work its personnel and all Construction Equipment and other material that is owned or leased by the Design-Builders, except as otherwise required to comply with GC7.2.7(a)(i) and (ii); and

(c) the City shall pay the Design-Builders for all Design Services and Work performed, including the cost of complying with GC7.2.7(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-Builders personnel and Construction Equipment, all as certified by the Payment
DESIGN-BUILDER FOR FIELD HOUSES CODE UPGRADE  
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Certifier, and upon such payment being made, the Design-Builder shall have no further or other claim against the City for, or in connection with, termination of the Contract.

GC7.3 DESIGN-BUILDER’S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK OR TERMINATE CONTRACT

GC7.3.2 is amended by replacing the number “20” where it appears in the first sentence with the number “30” and by adding the following to the beginning of the first sentence as follows:

Except for the period during which a City-initiated suspension under GC7.1 is in effect or subsequently takes effect,

GC7.3.3 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,

GC7.3.3.1 is deleted in its entirety.

GC7.3.3.2 is adding replacing the words “the Payment Certifier” with the words “a Payment Certifier other than the Consultant”.

GC7.3.4 is amended by revising the second line to read:

...corrected within fourteen (14) Working Days following the receipt of the Notice in Writing, the Design-Builder may, without prejudice to any ...

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

GC8.1.2 amended by adding the following to the end:

However, the City 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 City 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.

GC8.1.3 amended by adding the following to the end:

In any event, if a dispute arises under or in relation to this Contract, and the dispute cannot be resolved by the City’s project manager and the Design-Builder’s principal representative within three (3) Working Days after the dispute arises, or the City’s project manager is not authorized to resolve the dispute, then:

(a) the dispute will be referred to the City’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 City 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.
GC8.1.5.1 is deleted in its entirety and replaced as follows:

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

GC8.1.5.2 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 and the other party agrees.

GC8.1.6 is amended by revising the second line to read:

...the parties may elect to jointly request the Project Mediator...

GC8.1.8 is amended by revising the second line to read:

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

GC8.1.9 is deleted in its entirety and replaced as follows:

8.1.9 If a Notice in Writing is not given under paragraph 8.1.8 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.

GC8.1.11 is added as follows:

8.1.11 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:

9.1.1 The Design-Builder shall protect the Work, Products delivered to the Place of the Work, the City’s property and property on or adjacent to the Place of the Work 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;

.2 acts or omissions by the City, other contractors, or their agents and employees.

GC9.1.4 is amended by revising the first line to read:

Should damage occur to the Work, Products delivered to the Place of the Work, the City’s property or property on or adjacent to the Place of the Work, for which the Design-Builder is not responsible, as provided in paragraph...

GC9.1.5 is added as follows:

9.1.5 The Design-Builder is responsible for protection of the Work during shutdown, including shutdowns caused by strikes.
GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

GC9.2.1 is deleted in its entirety and replaced with the following:

9.2.1 For the purposes of the Contract, the City 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.

GC9.2.2 is deleted in its entirety and replaced with the following:

9.2.2 Prior to the Design-Builder commencing the Design Services or Work, the City 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 Design-Builder with a written list of any such Hazardous Substances that the City knows to exist on, and their locations within, the Place of the Work.

GC9.2.3 is deleted in its entirety and replaced with the following:

9.2.3 Unless the Contract expressly provides otherwise, the City 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.

GC9.2.4 is deleted in its entirety and replaced with the following:

9.2.4 Except as previously disclosed in writing by the City 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:

(a) 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 levels contrary to the requirements of applicable Environmental Law, and

(b) immediately report the circumstances to the City by Notice in Writing.

GC9.2.5 is deleted in its entirety and replaced with the following:

9.2.5 If the City and the Design-Builder, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible, or whether the Design-Builder or anyone for whom the
Design-Build is responsible caused the release of Hazardous Substances on the Place of the Work, the City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.2.6, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Design-Build.

GC9.2.6 is deleted in its entirety and replaced with the following:

**9.2.6** If the expert's report under paragraph 9.2.5 determines that the Place of the Work was in compliance with applicable Environmental Law prior to the commencement of the Work or that Hazardous Substances were brought onto the Place of the Work by the Design-Build or any for whom the Design-Build is responsible, or that the Design-Build or anyone for whom the Design-Build is responsible caused the release of a Hazardous Substance on the Place of the Work, the Design-Build shall pay for the cost of the expert's investigation and report.

GC9.2.7 is deleted in its entirety and replaced with the following:

**9.2.7** If the City and the Design-Build agree, or if the expert's report under paragraph 9.2.5 concludes, that the Design-Build or anyone for whom the Design-Build is responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, the Design-Build shall promptly at the Design-Build's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance 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 City's property and any property affected by any migration of the Hazardous Substance as provided in paragraph 9.1.3 of GC9.1 - PROTECTION OF WORK AND PROPERTY;

.3 reimburse the City for all resultant costs and expenses reasonably incurred by the City; and

.4 indemnify the City as required by GC12.2 - INDEMNIFICATION

GC9.2.8 is deleted in its entirety and replaced with the following:

**9.2.8** If the City and the Design-Build agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Design-Build nor anyone for whom the Design-Build is responsible is responsible for bringing a Hazardous Substance onto, or for causing the release of a Hazardous Substance on, the Place of the Work, the City shall promptly at the City's expense:

.1 take such steps as are necessary to safely and in compliance with Environmental Law remove, transport and dispose of such Hazardous Substance 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-Build for all resultant costs and expenses reasonably incurred by the Design-Build;

.3 extend the Contract time for such reasonable time as the City may determine in consultation with the Design-Build and the expert referred to in paragraph
9.2.5 and reimburse the Design-Builder for costs reasonably incurred as a result of the delay, and

.4 indemnify the Design-Builder as required by GC12.2 - INDEMNIFICATION.

GC9.2.9 is amended by deleting the words “Part 8 of the General Conditions - Dispute Resolution” from the second line and replacing with “Part 8 - DISPUTE RESOLUTION”.

GC9.2.10 is added as follows:

9.2.10 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.

GC 9.3 ARTIFACTS AND FOSSILS

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

9.3.1 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 City. As between the City and the Design-Builder, all Historical Items shall be, and shall be deemed to be, the absolute property of the City, and the Design-Builder hereby irrevocably waives and disclaims any right, title or interest therein.

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

9.3.2 The Design-Builder shall take all reasonable precautions, and shall comply with all reasonable directions from the City, 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.

GC9.3.3 is deleted in its entirety and replaced with the following:

9.3.3 The City will investigate the impact on the Design Services and 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 Design Services or the Work, the City will issue appropriate instructions for a change in the Design Services and or 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:

9.4.2 Unless otherwise specified in the Contract Documents or notified to the contrary by the City, the Design-Builder is the “prime contractor” for the purpose of the WorkSafeBC Rules, notwithstanding that the City or another contractor may provide from time to time some of the services normally provided by such a “prime contractor”.

GC9.4.3 is added as follows:

9.4.3 If the Design-Builder is the “prime contractor”, the Design-Builder shall:
.1 Compliance with Law: comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;

.2 Safety Programs: initiate, maintain and supervise all safety programs and measures in connection with the performance of the Design Services and the Work, which program shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the City;

.3 Site Meetings: conduct regular safety meetings at the Place of the Work, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the City on a weekly basis;

.4 Safety Equipment: supply and maintain at the Place of the Work all safety equipment necessary to protect workers and others from accident or injury; and

.5 First Aid: supply and maintain at the Place of the Work all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Place of the Work, and establish an emergency procedure for prompt removal of any such person from the Place of the Work to a hospital, clinic or medical office for further treatment.

.6 Notice of Project: prior to commencement of construction:

(a) complete and file a “Notice of Project” with WorkSafeBC in compliance with Section 20.2 of the Occupational Health and Safety Regulation;

(b) post the Notice of Project at the Place of the Work, and

(c) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Place of the Work.

GC9.4.4 is added as follows

9.4.4 If, or for so long as the Design-Builder is not the “prime contractor”, the Design-Builder shall:

.1 Compliance with Law: comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;

.2 Compliance with Directions: comply with all reasonable directions issued by the “prime contractor” regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and

.3 Site Safety Meetings: attend all Place of the Work safety meetings convened by the “prime contractor”.

GC9.4.5 is added as follows

9.4.5 Whether or not the Design-Builder is the “prime contractor”, it shall:
.1 Reporting: report immediately to the “prime contractor” (if not the Design-Builder), the City and the Payment Certifier all accidents and injuries of any kind or severity occurring on or about the Place of the Work and involving employees of the Design-Builder or any Subcontractor, or any other person of which the Design-Builder is aware, and arising out of or in connection with the Design Services or the Work;

.2 Written Confirmation: confirm in writing each report made under subparagraph (a); and

.3 City Policy: respect and adhere to City’s safety and training polices relative to the Place of the Work and the Work.

GC9.4.6 is added as follows

9.4.6 If the City determines that the Design-Builder is not in compliance with its obligations as “prime contractor”, if applicable, the City may, but is not obliged to, provide some or all of the services required to discharge those obligations. All costs incurred by the City in providing such services shall be paid by the Design-Builder to the City, and may be deducted from any amount then or thereafter becoming due to the Design-Builder under the Contract.

GC9.4.7 is added as follows:

9.4.7 The Design-Builder shall indemnify and save harmless the City 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.

GC9.4.8 is added as follows:

9.4.8 The Design-Builder agrees that it shall at its own expense procure and carry or cause to be procured and carried 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.

GC9.4.9 is added as follows:

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

GC9.4.10 is added as follows:

9.4.10 Promptly upon execution of this Agreement, the Design-Builder will provide the City with the Design-Builder’s and all Subcontractors’ WorkSafeBC registration numbers.

GC9.4.11 is added as follows:

9.4.11 Promptly upon execution of this Agreement, and concurrently with making any application for payment under this Contract, the Design-Builder will provide the City
with written confirmation that the Design-Builder and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the then current date.

GC9.4.12 is added as follows:

9.4.12 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 City pursuant to the City’s statutory obligations under the WorkSafeBC Rules (Section 119 of the Workers’ Compensation Act) as an “owner of a workplace”. Despite the City’s statutory obligations, the Design-Builder 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 City’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 City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Place of the Work that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Place of the Work. The City now agrees to make all reasonable efforts to assist the Design-Builder in obtaining timely access to City staff and City records for this purpose.

GC9.4.13 is added as follows:

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

.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 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 WorkSafeBC; or

.3 any breach of the Design-Builder’s obligations under Clause GC9.1.

GC9.4.14 is added as follows:

9.4.14 The Design-Builder agrees to retain a full-time construction safety officer whenever required by the then-current 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:

9.5.1 If the Design-Builder or the City observes or reasonably suspects the presence of mould at the Place of the Work of the nature and quantity 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 City 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; and

.2 the Design-Builder shall promptly take all reasonable steps, including stopping all or such portions of the Design Services and 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.

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

9.5.2 If the City 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 City shall retain an independent qualified expert to investigate and report on the subject of the dispute. Subject to paragraph 9.5.3, the City shall pay for the cost of the expert's investigation and report. The City will provide a copy of the expert's report to the Design-Builder.

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

9.5.3 If the expert's report under paragraph 9.5.2 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 9.5.2 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 City'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 City for all resultant costs and expenses reasonably incurred by the City; and

.4 indemnify the City as required by GC12.2 - INDEMNIFICATION.

GC9.5.4 is deleted in its entirety and replaced with the following:

9.5.4 If the City and the Design-Builder agree, or if the expert's report under paragraph 9.5.2 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 City shall promptly at the City'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 City may determine in consultation with the Design-Builder and the expert referred to in paragraph 9.5.2 and reimburse the Design-Builder for reasonable costs incurred as a result of the delay.

GC10.1 TAXES AND DUTIES

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

10.1.1 The Design-Builder shall allow for the payment by the Design-Builder out of the Contract Price of all PST, GST and other federal, provincial and municipal taxes, rates, levies, assessments and duties, both refundable and non-refundable, and all deposits, (temporary crossings, excavations, etc.). The Design-Builder agrees to indemnify and save harmless at all times the City from and against all claims which may be made with respect thereto.

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

...due to changes in such included taxes, duties and rebates after the time...

GC10.1.3 is added as follows:

10.1.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the Design-Builder shall submit for the City's review the exemption or recovery application and the supporting invoices of the actual quantities of materials incorporated in the Design Services or Work prior to applying for the rebate. The City will then issue a certificate verifying the application.

GC10.1.4 is added as follows:

10.1.4 Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Law relating to taxes, the City may:

.1 withhold an amount from a payment made to the Design-Builder hereunder; and

.2 pay the withheld amount directly to the competent government authority,

in which case the amount so withheld and paid by the City to the relevant competent government authority shall be deemed to have been paid to the Design-Builder on the date on which the remainder of the payment to which it relates was paid to the Design-Builder, and the Design-Builder agrees and acknowledges that it shall have no claim against the City for such amount withheld and paid to the competent government authority.

GC10.2 LAWS, NOTICES, PERMITS AND FEES

GC10.2.2 is deleted in its entirety and replaced as follows:
10.2.2 The Design-Builders shall, except as set out below in this GC10.2.2 and unless otherwise specified in the Contract Documents, obtain and maintain all permits, licences, and certificates and pay all fees required for the performance of the Design Services and the Work, and obtain all necessary access and storage rights for areas outside of the Place of the Work (including without limitation and by way of example only, parking for its workers, the swing arc of any construction crane required for the Work, or storage space for materials) but this shall not include the obligation to obtain easements or other access rights over the actual Place of the Work.

GC10.2.3 deleted in its entirety and replaced as follows:

10.2.3 The Design-Builders shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Design Services and the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of all permits, licences, inspections and certificates and their procurement. The Design-Builders will arrange for all inspections and testing required by such permits. The Design-Builders shall provide to the Payment Certifier and the City copies of all permits and inspection reports from the various authorities as soon as they are received.

GC10.2.5 is amended by revising the first sentence to read:

10.2.5 The Design-Builders shall be responsible to provide reasonable verification that the Contract Documents are in compliance with the applicable laws...

**GC10.4 WORKERS’ COMPENSATION**

GC10.4 is deleted in its entirety.

**GC11.1 INSURANCE**

GC11.1 is deleted in its entirety and replaced as follows:

**GC11.1 GENERAL INSURANCE REQUIREMENTS**

11.1.1 The Design-Builders and its subcontractors (including the Consultant or Other Consultants) shall be required to file with the City on or prior to the date of this Agreement (or at such later time as they become subcontractors), “Certificates of Insurance” in the form required by the City, and where required by the City’s Director of Risk Management, certified copies of all insurance policies and endorsements evidencing the placement and endorsement of insurance in accordance with this GC11.1 and GC11.2.

11.1.2 The Design-Builders and its subcontractors shall be required to file evidence of renewal of the insurance policies required under this GC11.1 and GC11.2 with the City at least fifteen (15) calendar days prior to their expiry.

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

1. be endorsed so as to provide for thirty (30) calendar days' prior notice to the City of cancellation, lapse or material change;

2. if they are for property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the City Insurance Group (as defined below) and all employees and agents of the City Insurance Group;
.3 specifically name the City of Vancouver, the Vancouver Board of Parks and Recreation and their officials, officers, employees, agents and consultants engaged on the Project as additional insureds (collectively referred to as the “City 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 City’s Director of Risk Management.

11.1.4 Unless otherwise specified, insurance shall be continuously maintained from a date not later than the date hereof, through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work.

GC11.2 CONTRACT SECURITY

GC11.2 is deleted in its entirety and replaced with the following:

GC 11.2 SPECIFIC INSURANCE COVERAGE

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 and its subcontractors (including the Consultant and Other Consultants), at their expense, shall retain the following types of insurance:

(a) Professional (Errors and Omissions) Liability Insurance:

A professional (errors and omissions) liability insurance policy covering the Consultant, each Other Consultant and each other person performing any part of the Design Services, with each policy having policy limits of not less than $2,000,000 per occurrence and $3,000,000 in aggregate and a deductible of not more than $50,000, protecting against all claims for loss or damage arising out of any wrongful act or error or omission in the performance of the Design Services, which insurance shall be maintained in place for at least 2 years.

(b) Commercial General Liability Insurance:

Commercial general liability insurance protecting the City Insurance Group, the Design-Builder, and their respective subcontractors, agents and 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 agents or employees in connection with the Work.

The policy shall be placed prior to commencement of the Work and 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 be maintained continuously throughout the entire term of the contract through to the date on which both the Certificate of Completion has been issued for the Work and an occupancy permit, if required, has been issued for the Place of the Work, and thereafter, in the case of completed operations coverage for a further period of twenty-four (24) months, and the policy shall provide:
1. broad-form property damage and completed operations coverage;
2. personal injury coverage;
3. blanket contractual liability coverage;
4. contingent employer’s liability coverage; and
5. non-owned automobile liability coverage,

and where such further risk exists, the following extensions of coverage shall be included:
1. coverage for shoring, blasting, excavating, underpinning, demolition, removal, pile-driving and grading, as applicable;
2. coverage for hoist liability;
3. coverage for operation of attached machinery; and
4. contractor’s pollution liability coverage, including coverage for asbestos, mould or other hazardous substances.

This insurance shall be for an amount of not less than five million dollars ($5,000,000) per occurrence, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not exceed ten thousand dollars ($10,000) and the Design-Builder shall be liable for all deductible amounts.

(c) Property & Mechanical and Electrical Breakdown Insurance:

(1) All-risks course-of-construction property insurance in the joint names of the Design-Builder and the City 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 Contract Price. The deductible per occurrence shall not exceed ten thousand dollars ($10,000); and

(2) Mechanical and electrical breakdown insurance insuring the interests of the Design-Builder and the City Insurance Group for not less than the Contract Price.

The following conditions will apply to the property and mechanical and electrical breakdown insurance:

(A) Where the City wishes to use or occupy part or all of the Work prior to Total Performance of the Work, it shall give written notice to the Design-Builder pursuant to GC13 - Occupancy and if requested the Design-Builder shall promptly notify the City in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the City’s expense.

(B) If, because of such use or occupancy, the Design-Builder is not requested to or is requested to but is unable to provide coverage, the City upon written notice from the Design-Builder and prior to such use or occupancy shall provide, maintain and pay for property and
mechanical and electrical breakdown insurance insuring the full value of the Work, as in subparagraphs (1) and (2), including coverage for such use or occupancy and shall provide the Design-Builder with proof of such insurance. The Design-Builder shall refund to the City the unearned premiums applicable to the Design-Builder's policies upon termination of coverage.

(C) The policy shall provide that, in the event of loss or damage, payment shall be made to the City. Loss or damage shall not affect the rights and obligations of either party under the Contract.

(D) The Design-Builder shall be entitled to receive from the City, in addition to the amount due under the Contract, the amount at which the City's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS. In addition the Design-Builder shall be entitled to receive from the payments made by the insurer the amount of the Design-Builder's interest in the restoration of the Work.

(E) The Design-Builder shall be responsible for payment of all deductible amounts.

(F) In the event of loss or damage to the Work arising from the work or act of the City or another Design-Builder, then the City shall pay the Design-Builder the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC5.3 - APPLICATIONS FOR PAYMENT and GC5.4 - PROGRESS PAYMENTS.

(d) All-Risk Design-Builder’s Equipment Insurance covering all equipment owned or rented by the Design-Builder and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement.

(e) 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.

Where, in the City’s opinion, pertinent risk exists, the Design-Builder is also required to carry the following coverage:

(f) Hull & Machinery Insurance in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than ten thousand dollars ($10,000) protecting the Design-Builder and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Design-Builder or its Subcontractors.

(g) Protection & Indemnity Insurance including City’s legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Design-Builder, any Subcontractor, or their respective employees or agents in an amount no less than five million dollars ($5,000,000) per occurrence and a deductible of not more than ten thousand dollars ($10,000).
If the Design-Builder or a subcontractor fails to provide evidence of the required insurance under this GC11 as and when required by the Contract Documents, then the City shall have the right to obtain the insurance and then give evidence of the same to the Design-Builder and, and the cost of doing so will then be payable by the Design-Builder to the City or at the City’s option may be deducted from the Contract Price by Change Directive.

**GC11.3 CONTRACT SECURITY**

GC11.3 is added as follows:

**GC11.3 CONTRACT SECURITY**

11.3.1 The Design-Builder shall pay for and deliver to the City, on or prior to the date of this Agreement, 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 provision for, without limitation:

1. payment of any Payment Certifier’s and legal expenses incurred by the City in determining the extent of the Design Services or Work executed and Design Services or Work still to be executed, and any additional Design Services or Work required as a result of the interruption of the Design Services or Work,

2. payment of additional expenses caused to the City for watchmen’s services, light, heat, power, etc. incurred by the City during the period between the Design-Builder’s default under the Contract and the commencement of a 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.

11.3.2 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 GC11.3, the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

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

**GC12.2 INDEMNIFICATION**

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

12.2.1 The Design-Builder now indemnifies and shall defend, indemnify and hold harmless the City, any Payment Certifier other than the Consultant, 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 (A) 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 Place of the Work or in the performance of the Design Services or the Work, in each case whether or not any one or more of the Indemnitees are contributorily negligent, and (B) any claim made under the Lien Act by a Subcontractor, or a “subcontractor” as defined in the Lien Act. Expressly excluded from this indemnity is any Liability caused solely and directly by the wrongful act or negligence of an Indemnitee.

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

12.2.2 The obligation of the Design-Builder to indemnify the Indemnitees shall be limited to the greater of the Contract Price or five million dollars ($5,000,000) but in no event shall the sum be greater than twenty million dollars ($20,000,000). 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 the City’s obligations to indemnify under GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES.

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

12.2.3 The obligation of the Design-Builder to indemnify the Indemnitees hereunder shall be inclusive of interest and all legal costs.

GC12.2.4 is deleted in its entirety and replaced as follows:

12.2.4 The City 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 AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES.

GC12.2.5 is deleted in its entirety.

GC12.2.6 is deleted in its entirety and replaced as follows:

12.2.6 In respect of any claim for indemnity or to be held harmless by the City or the Design-Builder, Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

GC12.2.7 is added as follows:

12.2.7 In the event of any Liability being alleged against or claimed from an Indemnitee in respect of which an indemnity is required to be provided by the Design-Builder pursuant to GC12.2.1, the following provisions shall apply:

(a) subject to GC12.2.7(b), GC12.2.7(c) and GC12.2.7(d), where it appears that the Indemnitee is or may be entitled to indemnification from the Design-Builder in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

(i) approval by any relevant insurers (without prejudice to GC12.2.7(e); and
(ii) the Design-Builder providing the Indemnitee with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Design-Builder to dispute the claim on behalf of the Indemnitee at the Design-Builder’s own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the Indemnitee shall give the Design-Builder (provided at the Design-Builder’s cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

(b) with respect to any claim conducted by the Design-Builder pursuant to GC12.2.7(a)

(i) the Design-Builder shall keep the Indemnitee fully informed and consult with it about material elements of the conduct of the claim;

(ii) the Design-Builder shall not bring the name of the Indemnitee into disrepute; and

(iii) the Design-Builder shall not pay or settle such claims without the prior consent of the Indemnitee, such consent not to be unreasonably withheld or delayed;

(c) a Indemnitee shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under the Contract Documents) if:

(i) the Design-Builder is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with GC12.2.7(a); or

(ii) the Design-Builder fails to comply in any material respect with the provisions of GC12.2.7(e) or GC12.2.7(b);

(d) the Indemnitee entitled to indemnification pursuant to GC12.2.1 shall be free at any time to give notice to the Design-Builder that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which GC12.2.7(a) applies. On receipt of such notice the Design-Builder shall promptly take all steps necessary to transfer the conduct of such claim to the Indemnitee, and shall provide to the Indemnitee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and

(e) the Design-Builder shall inform the Indemnitee of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the Indemnitee shall issue instructions accordingly.

**GC12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES**

GC 12.3 is deleted in its entirety.

**GC12.4 WAIVER OF CLAIMS**

GC12.4.1 is deleted in its entirety and replaced as follows:
12.4.1. **Waiver of Claims by City:** As of the date of the Final Certificate for Payment, the City 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 GC12.2 - INDEMNIFICATION or GC12.5 - WARRANTY;

3. those arising from the provisions of GC9.2 - 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 Design Services or the Work; and

4. those arising from the Design-Builder's actions, errors, omissions or negligence which result in delays or substantial defects or deficiencies in the Design Services or the Work. “Substantial defects or deficiencies” means those defects or deficiencies in the Design Services or the Work which affect the Design Services or the Work to such an extent or in such a manner that all or any part of the Design Services or the Work is unfit for the purpose intended by the Contract Documents.

GC12.4.2 is deleted in its entirety and replaced as follows:

12.4.2 **Waiver of Claims by Design-Builder:** As of the date of the Final Certificate for Payment, the Design-Builder expressly waives and releases the City from all claims against the City including without limitation those that might arise from the negligence or breach of Contract by the City 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 GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

GC12.4.3 is deleted in its entirety and replaced as follows:

12.4.3 **GC12.3 - WAIVER OF CLAIMS** shall take precedence over the provisions of paragraph 1.3.1 of GC1.3 - RIGHTS AND REMEDIES.

GC 12.4.4 is deleted in its entirety and replaced as follows:

12.4.4 The City waives and releases the Design-Builder from all claims referred to in paragraph 12.4.1.4 except claims for which Notice in Writing of claim has been received by the Design-Builder from the City within a period of six (6) years from the date of Substantial Performance of the Work.

GC12.4.5 is deleted in its entirety.

GC12.4.6 is deleted in its entirety.

GC12.4.7 is deleted in its entirety.

GC12.4.8 is deleted in its entirety.
GC12.4.9 is deleted in its entirety.

GC12.4.10 is deleted in its entirety.

**GC12.5 WARRANTY**

GC12.5.1 is deleted in its entirety and replaced as follows:

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

GC12.5.2 is deleted in its entirety and replaced as follows:

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

GC12.5.3 is deleted in its entirety and replaced as follows:

12.5.3 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)” expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

GC12.5.4 is deleted in its entirety and replaced as follows:

12.5.4 During the warranty period, the Design-Builder will promptly repair and correct all defects at no cost to the City. 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 City 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 City will be payable by the Design-Builder to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, 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.

GC12.5.5 is deleted in its entirety and replaced as follows:

12.5.5 Where, pursuant to GC13.1 - Occupancy, the City commences the use of the Work and Products for their intended purposes prior to the issuance of the Certificate of Completion for the Work, the warranty period will be deemed to commence from the issuance date despite such prior use.

GC12.5.6 is deleted in its entirety and replaced as follows:

12.5.6 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 Design Services and Work and carry out all obligations required under this Contract

**GC13.1 OCCUPANCY**

GC13.1 is added as follows:

**GC13.1 OCCUPANCY**

13.1.1 The City 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, as determined by the City acting reasonably.

13.1.2 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**
SCHEDULE 2
OWNER’S STATEMENT OF REQUIREMENTS

[To be added.]
SCHEDULE 3
SCHEDULE OF PRICES

[Complete when the Contract is finalized - must tie to A-4.]
## SCHEDULE 4
### SUBCONTRACTORS AND SUPPLIERS

The following are certain of the Subcontractors that the Design-Builder will use for the Design Services and the Work:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Address</th>
<th>Division/Section of Design Services or Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>[To be completed]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following are certain of the Suppliers that the Design-Builder will use for the Design Services and the Work:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Manufacturer</th>
<th>Address</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>[To be completed]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 5
PROJECT SCHEDULE

[Insert the schedule provided in response to the Notice of Award, as accepted by the City.]
SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

[Attach copies of performance bond and labour and material payment bond provided after contract award.]

(see attached)
SCHEDULE 7
INSURANCE CERTIFICATE

[Attach copies of insurance certificates for the project provided after Contract award.]

(see attached)
SCHEDULE 8
CITY PRE-CONTRACT HAZARD ASSESSMENT FORM

[Replace with completed form (ITT should include completed form).]

Contract Title

Project Manager (City employee)

Contract Name and No. (if known)

PURPOSE

This document shall be completed by the City's designated project manager, who shall list all the known worksite hazards and all the existing work process hazards associated with the upcoming contract. The completed document shall then be provided to all potential contractors, so the project can be bid appropriately based on the known worksite hazards.

DEFINITIONS

“Project Manager” means the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

INSTRUCTIONS FOR COMPLETION

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

Yes (Y) the known worksite hazard or existing work process hazard does exist

No (N) the known worksite hazard or existing work process hazard does not exist*, or, a third party (environmental consultant) will address the issue (usually for a hazardous materials assessment)

* based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Not Applicable (NA) the worksite hazard or existing work process is not applicable for this contract type

INFORMATION FROM HAZARDOUS MATERIALS ASSESSMENTS PROVIDED BY A THIRD PARTY

A hazardous materials assessment may be completed prior to the Project Manager completing the City's List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided to all bidders. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODSs), radioactive substances.

ASSISTANCE IN COMPLETING THIS DOCUMENT

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
</table>
1. **Asbestos-containing Materials.** Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services and boiler repair/tune-up services

(a) Asbestos containing materials (ACM) will be encountered

(b) A hazardous materials assessment for asbestos is provided in [complete]

(c) A hazardous materials assessment for asbestos is the responsibility of the contractor

2. **Lead-containing Materials.** Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services

(a) Inorganic lead-containing materials may be encountered

(b) A hazardous materials assessment for lead is provided in [complete]

(c) A hazardous materials assessment for lead is the responsibility of the contractor

3. **Other hazardous materials.** May include ammonia, pcb’s, cfc’s, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other (list other here)

(a) A hazardous materials assessment for ammonia is provided in [complete]

(b) A hazardous materials assessment for (list the specific hazardous material) will be provided in [complete]

(c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility

4. **Confined Spaces.** Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services:

(a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in [complete]

(b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)

(c) The contractor shall be responsible for isolation and lockout procedures.

Yes (Y), No (N) or Not Applicable (NA)
<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Lock Out.</strong> Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services:</td>
<td>Yes (Y), No (N) or Not Applicable (NA)</td>
</tr>
<tr>
<td>(a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) Work will be performed on or near energized equipment, lines, or circuits</td>
<td>Y N NA</td>
</tr>
<tr>
<td>If yes to (a) or (b) describe:</td>
<td></td>
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<tr>
<td><strong>6. Fall Protection.</strong> Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services</td>
<td></td>
</tr>
<tr>
<td>(a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) Scaffolding or ladders will be required to be secured to a building or structure</td>
<td>Y N NA</td>
</tr>
<tr>
<td><strong>7. Overhead and Underground Utilities.</strong> Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting</td>
<td></td>
</tr>
<tr>
<td>(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to maintained</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(d) Underground or hidden utilities are located on the job site and any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>
### Hazard or Issue

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Yes (Y), No (N) or Not Applicable (NA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes to (c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Construction, Excavation, Shoring and Demolition</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) As “prime contractor”, the City of Vancouver project manager will submit the Notice of Project</td>
</tr>
<tr>
<td>(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Chemicals, Solvents, Fumes, Vapours, And/or Dusts (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor</td>
</tr>
<tr>
<td>(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>10. Noise (existing work processes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees will be exposed to noise levels above 85dbA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER HAZARDS (NOT IDENTIFIED ABOVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) ----------------------------------</td>
</tr>
<tr>
<td>(b) ----------------------------------</td>
</tr>
<tr>
<td>(c) ----------------------------------</td>
</tr>
</tbody>
</table>
**KNOWN WORKPLACE HAZARDS LIST COMPLETED BY**

<table>
<thead>
<tr>
<th>Project Manager Name (print):</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager Signature:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

[insert date of preparation]
SCHEDULE 9

CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

Contract Title

Project Manager (City Employee)

Contractor Representative

Contract Name and No.

PURPOSE

This document shall be completed by the contractor awarded the contract, who shall identify all the known and potential work process hazards associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Pre-Contract Hazard Assessment Form to the Project Manager (City employee) for review and consultation before the contract work begins.

REFERENCE MATERIAL

In order to complete this document, the contractor should refer to a completed copy of any “List of Known Workplace Hazards,” provided with [complete]. The contractor is also responsible to refer to any “Hazardous Materials Assessments,” provided by the City with [complete], and possibly referred to in such a “List of Known Workplace Hazards.”

INSTRUCTIONS FOR COMPLETION

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

Yes (Y) this work process or worksite hazard will exist for this contract and is the responsibility of the contractor

No (N) even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

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

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

DOCUMENTATION AND TRAINING REQUIREMENTS

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

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.
For any identified hazard marked with a (T), the contractor is responsible to train its employees.

HAZARDOUS MATERIALS

The contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Asbestos-containing Materials.</strong> Disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services</td>
<td>Yes (Y), No (N) or Not Applicable (NA)</td>
</tr>
<tr>
<td>(a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in [complete]</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We will provide a written hazardous materials assessment for asbestos</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) We have a written Asbestos Program (D)</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(d) As “prime contractor”, we will submit a Notice of Project Asbestos(NOP-A) to WorkSafeBC at least 24 hours in advance of the project start-up</td>
<td>Y N NA</td>
</tr>
<tr>
<td><strong>2. Lead-containing Materials.</strong> Disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services</td>
<td></td>
</tr>
<tr>
<td>(a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in [complete]</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We will provide a written hazardous materials assessment for lead</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) We have a written exposure control program for Lead (D)</td>
<td>Y N NA</td>
</tr>
<tr>
<td><strong>3. Other Hazardous Materials.</strong> May include pcb’s, cfc’s, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here)</td>
<td></td>
</tr>
<tr>
<td>(a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in [complete]</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in [complete]</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>
### Hazard or Issue

| Project Manager |
|-----------------|-----------------|-----------------|
| Yes (Y), No (N) or Not Applicable (NA) |

(c) We will provide a hazardous materials assessment for (insert hazardous material type here)  
(d) We will provide a hazardous materials assessment for (insert hazardous material type here)

4. **Confined Spaces.** Working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.

(a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in [complete]  
(b) We have a written confined space entry program (D)  
(c) Our employees have received confined space training (T)  
(d) We shall complete a confined space hazard assessment specific to the work to be performed (D)  
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)  
(f) We shall identify and record isolation points (D)  
(g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)  
(h) We will provide for the services of rescue persons

If yes to (g), provide brief description:

|  |
|-----------------|-----------------|-----------------|

5. **Lock Out.** Industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.

(a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)  
(b) We will perform work on, or near, energized equipment, lines or circuits
<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate. If yes to (a) or (b) describe:</td>
<td>Yes (Y), No (N) or Not Applicable (NA)</td>
</tr>
</tbody>
</table>

6A. Fall Protection. Tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.

(a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)  

(b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)  

(c) Our employees who will be required to use fall protection have received training (T)  

If yes to (a), describe:

6B. Scaffolding and Ladders. Window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation

(a) Our employees will use scaffolding or ladders for access to the work  

(b) The scaffolding or ladders will be exposed to wet and/or slippery conditions  

(c) We will ensure scaffolding or ladders are secured before accessing the worksite  

(d) Scaffolding will be erected and dismantled only by qualified workers  

7. Overhead Power Lines and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting

(a) There are electrical hazards associated with overhead power lines such as limits of approach and contact
### Hazard or Issue

<table>
<thead>
<tr>
<th></th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes (Y), No (N) or Not Applicable (NA)</td>
</tr>
</tbody>
</table>

#### (b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

#### (c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

#### (d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

### 8. Construction, Excavation, shoring and Demolition

#### (a) As “prime contractor”, we will submit a Notice of Project (NOP) to WorkSafeBC at least 24 hours in advance of the project start-up date

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

#### (b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

#### (c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
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</thead>
</table>

#### (d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation

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<tr>
<th></th>
<th>Y</th>
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<th>NA</th>
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</table>

#### (e) We will provide safe means of entry and exit for excavations

<table>
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<tr>
<th></th>
<th>Y</th>
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<th>NA</th>
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</table>

#### (f) We will provide for the services of rescue persons and equipment (excavation rescue)

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
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</table>

#### (g) We will develop a demolition/salvage plan (D)

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
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</thead>
</table>

#### (h) We will evaluate the demolition materials for reuse or recycling

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
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<th>NA</th>
</tr>
</thead>
</table>

#### (i) We will protect passers-by from potential hazards

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>

### 9. Chemicals, Solvents, Fumes, Vapours and Dusts

Cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring

#### (a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
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</table>

### 10. Noise and Vibration

Includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation

#### (a) Our employees will be exposed to noise levels above 85dbA

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<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
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</table>

#### (b) We have a written hearing conservation program (D)

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>NA</th>
</tr>
</thead>
</table>
### 11. Occupational Health and Safety Program

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>

#### 12. First Aid

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) First aid equipment, supplies, facilities and services will be readily accessible during working hours</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We will complete a first aid assessment (D)</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) We will post site drawings and signs indicating the location of, and how to summon, first aid</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(d) We will develop an effective means of communication between the first aid attendant and the work areas</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>

#### 13. Fire Protection

Solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) We will weld, solder, or cut with a torch</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We will use or store flammable/combustible liquids</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) We will use temporary heating devices</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(d) We will provide water and/or fire extinguishers on the job site</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>

#### 14. Personal Protective Equipment (PPE)

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
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</thead>
<tbody>
<tr>
<td>(a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)</td>
<td>Y N NA</td>
</tr>
<tr>
<td>(b) We have a written PPE program (D)</td>
<td>Y N NA</td>
</tr>
</tbody>
</table>

#### 15. Respiratory Protection

<table>
<thead>
<tr>
<th>Hazard or Issue</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) The work will involve materials or processes requiring respiratory protection</td>
<td>Y N NA</td>
</tr>
<tr>
<td>Hazard or Issue</td>
<td>Project Manager</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>(b) We have a written respiratory protection program (D)</td>
<td>Y   N  NA</td>
</tr>
</tbody>
</table>

16. Tools Machinery and Equipment

(a) We will use powder-actuated tools.                     | Y   N  NA       |
(b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T) | Y   N  NA |

If yes to (a), describe:

17. Cranes, Forklifts, and Manlifts. Heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement

(a) We will use a crane, forklift, manlift or other lifting equipment | Y   N  NA       |
(b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis | Y   N  NA       |
(c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T) | Y   N  NA       |
(d) Only lifting attachments approved for use by the forklift manufacturer will be used | Y   N  NA       |

18. Rigging

(a) We will lift or sling loads overhead | Y   N  NA       |
(b) We will inspect ropes, hooks and slings before use on each shift | Y   N  NA       |

19. Motor Vehicles and Heavy Equipment. Goods delivery, personnel transportation services, trailer relocation services, oil/water pump-out and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydro-seed services, tree stump grinding, and concrete sawing and removal

(a) We will use motor vehicles or heavy equipment at the work location | Y   N  NA       |
(b) All operators have a valid provincial driver’s license | Y   N  NA       |
(c) We will inspect vehicles, including safety features (e.g., ROPS) | Y   N  NA       |

20. Traffic Control

(a) There will be uncontrolled movement of vehicular traffic at the worksite | Y   N  NA       |
(b) We will develop a written traffic control plan (D) | Y   N  NA       |
Hazard or Issue | Project Manager | Yes (Y), No (N) or Not Applicable (NA)
--- | --- | ---
(c) We will put in place any required traffic control devices | Y N NA |
(e) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) “Traffic Control Manual for Work on Roadways” | Y N NA |
We will provide Traffic Control Persons (TCP’s) as required by law | Y N NA |
21. Crystalline Silica Dust
(a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust | Y N NA |
22. Additional Concerns
We foresee additional health and safety concerns associated with the work | Y N NA |
If yes, describe:
(a) 
(b) 
(c) 
(d) 
(e) 
(f) 
Describe the control measures each of the concerns listed above:
(a) 
(b) 
(c) 
(d) 
(e) 
(f) 

PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY

Contractor’s Representative Name (print):  
Contractor's Representative Signature:  
Date:  
Title:  Phone:
<table>
<thead>
<tr>
<th>Name (print):</th>
<th>Title:</th>
<th>Phone:</th>
<th>Yes (Y), No (N) or Not Applicable (NA)</th>
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**Summary of Documentation (D) to be Provided by the Contractor upon request by the City of Vancouver** (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers’ Compensation Act (WCA) or the City of Vancouver)

- Safety Program (WCB OHS Regulation Parts 3.1-3.3)  
- Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)  
- Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)  
- Respiratory Protection Program (WCB OHS Regulation Part 8.5)  
- Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)  
- Plan for minimizing risk to public and to workers (City of Vancouver)  
- Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)  
- Hearing Conservation Program (WCB OHS Regulation Part 7.5)  
- Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)  
- Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)  
- Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)  
- Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)  
- Fall Protection Plan (WCB OHS Regulation Part 11.3)  
- Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)  
- In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorkSafeBC (Workers’ Compensation Act Part 3, Division 10, Sec. 172 (1)(c))  
- Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)  
- Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)  
- First Aid Assessment (WCB OHS Regulation Part 3.16 (2))

**Summary of Training Requirements (T) of Contractor Employees** (for any persons completing this type of work throughout the duration of the contract)

- Confined Space Entry (WCB OHS Regulation Part 9.8)
<table>
<thead>
<tr>
<th></th>
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<th>Yes (Y), No (N) or Not Applicable (NA)</th>
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<tbody>
<tr>
<td>(b) Fall Protection (WCB OHS Regulation Part 11.2 (6))</td>
<td></td>
<td>Y N NA</td>
</tr>
<tr>
<td>(c) Equipment Operation (WCB OHS Regulation Part 4.3(1)(b)(i)(ii))</td>
<td></td>
<td>Y N NA</td>
</tr>
</tbody>
</table>