



SUPPLY AND INSTALLATION OF STATIONARY CRANE

DESIGN-BUILD AGREEMENT

between

[DESIGN-BUILDER NAME]

and

CITY OF VANCOUVER

[DATE]

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DESIGN-BUILD AGREEMENT

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

BETWEEN:

CITY OF VANCOUVER [AS REPRESENTED BY ITS VANCOUVER BOARD OF PARKS AND RECREATION]
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
[change to 2099 Beach Avenue, Vancouver BC, V6G 1Z4 if applicable]

(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) [, and in respect of which Work [insert name] is acting as, and is, the Payment Certifier][Include only if the City is appointing its own Payment Certifier, separate from the DB's Consultant.];
- 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 Agreement.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of this Agreement, whether or not attached to this Agreement: **[NTD: Modify as required. All documents that the City wants the Design-Builder to be bound by will be referenced.]**
- (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; **[Replace with "Schedule 6 - [Deliberately Omitted]" if there are no bonding requirements.]**
 - (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.

[NTD: the contract is designed for lump sum work and the schedule of prices should describe lump sum work.]

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 [or between them and the Payment Certifier][**Include only if the City is appointing its own Payment Certifier, separate from the DB's Consultant.**] will be in writing and may be delivered by hand or sent by electronic transmission or by courier or registered mail:

- (i) to the City at:
City of Vancouver [as represented by its Vancouver Board of Parks and Recreation]
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
[or]
[2099 Beach Avenue
Vancouver, British Columbia V6G 1Z4]

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 of which one party may advise the other[s] in writing from time to time or at any time, 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 electronic transmission and confirmed by documentation of successful transmission or receipt of an email reply effectively acknowledging delivery; or
- (C) one Working Day after the date of confirmed delivery, if sent by courier or registered mail.

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 [AS REPRESENTED BY ITS VANCOUVER BOARD OF PARKS AND RECREATION]
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-Builder to the City as being responsible for the performance of the Design Services in accordance with the Contract Documents [and may be the same person or entity as the Design-Builder]/[; provided that, notwithstanding any other provision hereof, the Consultant must be independent of the Design-Builder and may not be the Design-Builder itself or a corporate affiliate of the Design-Builder] [Use the first formulation if the City is appointing its own Payment Certifier, separate from the DB's Consultant. Use the second formulation if the DB's Consultant is the Payment Certifier.]. 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-Builder [and to act as the Payment Certifier][Include only if the Consultant is acting 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:

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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, 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 person or entity identified as such in the Agreement or such other person or entity as is named as such from time to time by the City, and the Payment Certifier may be the City.]/[Payment Certifier means, initially, the Consultant; however, 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.][Use the first formulation if the City is appointing its own Payment Certifier, separate from the DB's Consultant. Use the second formulation if the DB's Consultant is the 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 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 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 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 licence 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 Agreement - PAYMENT,"

[GC2.4.10 is added as follows:

- 2.4.10 Nothing in GC2.4 shall derogate from or affect the terms and provisions of any contractual or other legal relations between the City and the Payment Certifier, and such contractual and other legal relations shall in all cases take precedence over GC2.4 in the event of a conflict.][Include only if the City is appointing its own Payment Certifier, separate from the DB's Consultant.]

[GC2.4.6 is amended by deleting the words "the Consultant," during any period in which the Consultant is the Payment Certifier.] [Include only if the Consultant is the initial 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)][**Include only if the Consultant is acting as the Payment Certifier.**]:

- .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.

[Should the Payment Certifier be required to make more than one review of rejected work or should the Payment Certifier perform additional reviews due to failure of the Design Services or the Work to comply with the status of completion asserted by the Design-Builder in an application for payment, the Design-Builder is required to compensate the City for such additional Payment Certifier services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 - CHANGES IN THE CONTRACT.][**Include only if the City is appointing its own Payment Certifier, separate from the DB's Consultant.**]

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.][Consider whether there is sufficient certainty that there will be no other work at the site or uses of the site, such that all or part of these amendments to GC2.6 can be deleted.]

GC3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

[GC3.1.3 is deleted in its entirety and replaced with the following:

- 3.1.3 The Design-Builder shall preserve and protect the rights of the parties under the Contract with respect to any of the Design Services to be performed by an external Consultant or Other Consultants, and shall enter into a contract with any such Consultant or Other Consultant to perform Design Services as provided in the Contract, in accordance with laws applicable at the Place of the Work.][Include only if the DB is initially acting as its own Consultant.]

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 deleted in its entirety and replaced as follows:

- 3.4.2 No Subcontractor or Supplier listed in Schedule 4 (if any) 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:

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- .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"

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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

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- .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-Builder 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-Builder 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-Builder. If the Design-Builder 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-Builder, being returned to the Design-Builder.

GC4.1 CASH ALLOWANCES

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

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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-Builder for services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances, 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-Builder'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-Builder for all or any part of such Work. The Design-Builder shall provide full disclosure to the City of all such tenders or proposals. The Design-Builder shall not accept any such tenders or proposals without the prior consent of the City. The Design-Builder 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.

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- 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:
 - (D) the Design-Builder's full name, address and telephone number;
 - (E) the City's purchase order number;
 - (F) the name of the City's project manager;
 - (G) the application for payment number and date; and
 - (H) the Design-Builder's PST and GST registration number(s);
 - .2 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;
 - .3 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

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invoices and other materials as may be reasonably necessary for the Payment Certifier to review such application;

- .4 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;
- .5 attach the documents required under GC9.4 demonstrating compliance by the Design-Builder and each Subcontractor with WorkSafeBC Rules;
- .6 attach the monthly update contemplated by GC3.6.3; and
- .7 provide a comprehensive list of items which remain to be completed and any defective items which remain to be corrected and the Design-Builder's estimate of the costs and time to complete or correct such items.

5.2.7 The Design-Builder shall deliver a complete application as provided in GC5.2.6 and if such application is not complete, the Payment Certifier may [(and if the Consultant is the Payment Certifier, the Payment Certifier shall)][**Include only if the Consultant is acting as the Payment Certifier.**] 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

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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 licences, 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:

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- (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, and
 - (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 under the Contract or any subcontract or, if permitted by the *Lien Act*, claims against the Design-Builder.

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".

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"]**[Include only if the Consultant is the initial Payment Certifier.]**

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

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.4 charge the Design-Builder 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-Builder 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-Builder the difference; and][Include only if the Consultant is the initial Payment Certifier.]

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-Builder. If the Contract is terminated under this GC7.1.7, then:

- (a) the Design-Builder 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-Builder 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-Builder, except as otherwise required to comply with GC7.2.7(a)(i) and (ii); and
- (c) the City shall pay the Design-Builder 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-Builder's personnel and Construction Equipment, all as certified by the Payment 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 amended by replacing the words "the Payment Certifier" with the words "a Payment Certifier other than the Consultant" .][Include only if the Consultant is the initial Payment Certifier.]

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.

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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-Builder is responsible caused the release of Hazardous Substances at 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-Builder.

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-Builder or any for whom the Design-Builder is responsible, or that the Design-Builder or anyone for whom the Design-Builder is responsible caused the release of a Hazardous Substance at the Place of the Work, the Design-Builder 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-Builder agree, or if the expert's report under paragraph 9.2.5 concludes, that the Design-Builder or anyone for whom the Design-Builder is

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responsible brought a Hazardous Substance onto, or caused the release of a Hazardous Substance on, the Place of the Work, 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 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-Builder agree, or if the expert's report under paragraph 9.2.5 concludes, that neither the Design-Builder nor anyone for whom the Design-Builder 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-Builder for all resultant costs and expenses reasonably incurred by the Design-Builder;
- .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 9.2.5 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

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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 at 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

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- .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 policies 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

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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 and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract.

GC9.4.9 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

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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 at 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:

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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-Builder 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-Builder 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

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includes the cost of all permits, licences, inspections and certificates and their procurement. The Design-Builder will arrange for all inspections and testing required by such permits. The Design-Builder 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-Builder 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-Builder 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-Builder 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' [NTD: increase to 60 days if anticipated duration of the contract/project exceeds 12 months] 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 [time].

(b) *Wrap-up Liability Insurance:*

Wrap-up 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;
5. contingent employer's liability coverage; and
6. non-owned automobile liability coverage,

and where such further risk exists, the following extensions of coverage shall be included:

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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 [NTD: higher limit of liability insurance is required if the value of the contract exceeds \$5 million - consult with Risk Management], 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.

[NTD: If the value of the contract/project is \$1 million or less and if the anticipated duration of the contract/project is less than 12 months, the Design-Builder may carry Commercial general Liability Insurance in lieu of wrap-up liability insurance and the words "Wrap Up Liability Insurance" set out above can be replaced with "Commercial General Liability Insurance" - all other language to remain the same]

(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

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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).

11.2.2 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.][Delete GC. 11.3 if no bonds are required.]

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

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 1

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,

SUPPLY AND INSTALLATION OF STATIONARY CRANE
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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:

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 1

- .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.]

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 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:

Subcontractor	Address	Division/Section of Design Services or Work
[To be completed]		

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

Supplier	Manufacturer	Address	Item
[To be completed]			

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 5

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)

[Delete the content of this schedule and replace with “[Deliberately Omitted]” if no bonds are
required.]

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).

Hazard or Issue	Project Manager
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SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 8

	Yes (Y), No (N) or Not Applicable (NA)
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	Y N NA
(b) A hazardous materials assessment for asbestos is provided in [complete]	Y N NA
(c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y N NA
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	Y N NA
(b) A hazardous materials assessment for lead is provided in [complete]	Y N NA
(c) A hazardous materials assessment for lead is the responsibility of the contractor	Y N NA
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]	Y N NA
(b) a hazardous materials assessment for (list the specific hazardous material) will be provided in [complete];	Y N NA
(c) a hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y N NA
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];	Y N NA
(b) the City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only);	Y N NA
(c) the contractor shall be responsible for isolation and lockout procedures.	Y N NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 8

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
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) lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic);	Y	N	NA
(b) work will be performed on or near energized equipment, lines, or circuits	Y	N	NA
If yes to (a) or (b) describe: _____ _____ _____			
6. 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) 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)	Y	N	NA
(b) Scaffolding or ladders will be required to be secured to a building or structure	Y	N	NA
7. Overhead and Underground Utilities. Tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting			
(a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y	N	NA
(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)	Y	N	NA
(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 be maintained	Y	N	NA
(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	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 8

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
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? _____			
8. Construction, Excavation, Shoring and Demolition			
(a) As "prime contractor", the City of Vancouver project manager will submit the Notice of Project	Y	N	NA
(b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
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			
(a) The worksite has chemicals solvents, fumes, vapours or dusts that may affect the contractor	Y	N	NA
(b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y	N	NA
If yes to (a), list the work processes and/or chemicals in use: _____			
10. Noise (existing work processes only)			
Employees will be exposed to noise levels above 85dbA	Y	N	NA

OTHER HAZARDS (NOT IDENTIFIED ABOVE)			
(a)	_____		

(b)	_____		

(c)	_____		

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 8

Project Manager Name (print):	
Project Manager Signature:	Date:
Title:	Phone:

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.

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

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.

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
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) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in [complete]	Y	N	NA
(b) We will provide a written hazardous materials assessment for asbestos	Y	N	NA
(c) We have a written Asbestos Program (D)	Y	N	NA
(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	Y	N	NA
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) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in [complete]	Y	N	NA
(b) We will provide a written hazardous materials assessment for lead	Y	N	NA
(c) We have a written exposure control program for Lead (D)	Y	N	NA
3. Other Hazardous Materials. May include pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____ _____ _____			
(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] .	Y	N	NA
(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]	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
(d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y	N	NA
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]	Y	N	NA
(b) We have a written confined space entry program (D)	Y	N	NA
(c) Our employees have received confined space training (T)	Y	N	NA
(d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y	N	NA
(e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y	N	NA
(f) We shall identify and record isolation points (D)	Y	N	NA
(g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y	N	NA
(h) We will provide for the services of rescue persons	Y	N	NA
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)	Y	N	NA
(b) We will perform work on, or near, energized equipment, lines or circuits	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
<p><i>Note:</i> If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.</p> <p>If yes to (a) or (b) describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<p>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.</p>			
<p>(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)</p>	Y	N	NA
<p>(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)</p>	Y	N	NA
<p>(c) Our employees who will be required to use fall protection have received training (T)</p>	Y	N	NA
<p>If yes to (a), describe:</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<p>6B. Scaffolding and Ladders. Window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation</p>			
<p>(a) Our employees will use scaffolding or ladders for access to the work</p>	Y	N	NA
<p>(b) The scaffolding or ladders will be exposed to wet and/or slippery conditions</p>	Y	N	NA
<p>(c) We will ensure scaffolding or ladders are secured before accessing the worksite</p>	Y	N	NA
<p>(d) Scaffolding will be erected and dismantled only by qualified workers</p>	Y	N	NA
<p>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</p>			
<p>(a) There are electrical hazards associated with overhead power lines such as limits of approach and contact</p>	Y	N	NA
<p>(b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained</p>	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(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	Y	N	NA
(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)	Y	N	NA
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	Y	N	NA
(b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y	N	NA
(c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y	N	NA
(d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y	N	NA
(e) We will provide safe means of entry and exit for excavations	Y	N	NA
(f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y	N	NA
(g) We will develop a demolition/salvage plan (D)	Y	N	NA
(h) We will evaluate the demolition materials for reuse or recycling	Y	N	NA
(i) We will protect passers-by from potential hazards	Y	N	NA
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	Y	N	NA
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	Y	N	NA
(b) We have a written hearing conservation program (D)	Y	N	NA
(c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y	N	NA
11. Occupational Health and Safety Program			

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
(a) We have a written Safety Program (D)	Y	N	NA
(b) We will make regular inspections of all workplaces	Y	N	NA
(c) We will immediately investigate any reported unsafe conditions and correct as required	Y	N	NA
(d) We will investigate all incidents and provide written incident reports to the Project Manager	Y	N	NA
(e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y	N	NA
12. First Aid			
(a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y	N	NA
(b) We will complete a first aid assessment (D)	Y	N	NA
(c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y	N	NA
(d) We will develop an effective means of communication between the first aid attendant and the work areas	Y	N	NA
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			
(a) We will weld, solder, or cut with a torch	Y	N	NA
(b) We will use or store flammable/combustible liquids	Y	N	NA
(c) We will use temporary heating devices	Y	N	NA
(d) We will provide water and/or fire extinguishers on the job site	Y	N	NA
14. Personal Protective Equipment (PPE)			
(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)	Y	N	NA
(b) We have a written PPE program (D)	Y	N	NA
15. Respiratory Protection			
(a) The work will involve materials or processes requiring respiratory protection	Y	N	NA
(b) We have a written respiratory protection program (D)	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
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
(c) We will put in place any required traffic control devices	Y	N	NA

SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

Hazard or Issue	Project Manager
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
(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:

CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY	
Name (print):	
Title:	Phone:

	<i>Yes (Y), No (N) or Not Applicable (NA)</i>
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SUPPLY AND INSTALLATION OF STATIONARY CRANE
SCHEDULE 9

	Yes (Y), No (N) or Not Applicable (NA)
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)	
(a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	Y N NA
(b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	Y N NA
(c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	Y N NA
(d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	Y N NA
(e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	Y N NA
(f) Plan for minimizing risk to public and to workers (City of Vancouver)	Y N NA
(g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	Y N NA
(h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	Y N NA
(i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	Y N NA
(j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	Y N NA
(k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	Y N NA
(l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	Y N NA
(m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	Y N NA
(n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	Y N NA
(o) 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))	Y N NA
(p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	Y N NA
(q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	Y N NA
(r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	Y N NA
Summary of Training Requirements (T) of Contractor Employees (for any persons completing this type of work throughout the duration of the contract)	
(a) Confined Space Entry (WCB OHS Regulation Part 9.8)	Y N NA
(b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	Y N NA
(c) Equipment Operation (WCB OHS Regulation Part 4.3(1)(b)(i)(ii))	Y N NA