



REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK

RFP No. PS20190902

Issue Date: June 14, 2019

Issued by: City of Vancouver (the "City")

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
TABLE OF CONTENTS

TABLE OF CONTENTS

PART A - INFORMATION AND INSTRUCTIONS.....	1
1.0 THE RFP	1
2.0 KEY DATES.....	2
3.0 CONTACT PERSON.....	2
4.0 SUBMISSION OF PROPOSALS.....	2
5.0 CHANGES TO THE RFP AND FURTHER INFORMATION	3
6.0 PROPOSED TERM OF ENGAGEMENT	4
7.0 PRICING.....	4
8.0 EVALUATION OF PROPOSALS	4
9.0 CITY POLICIES.....	5
10.0 CERTAIN APPLICABLE LEGISLATION	5
11.0 LEGAL TERMS AND CONDITIONS.....	6
APPENDIX 1 TO PART A	7
 PART B - SCOPE OF WORK.....	 1
1.0 PROJECT DESCRIPTION.....	1
2.0 SCOPE OF WORK.....	2
 PART C - FORM OF PROPOSAL	 1
APPENDIX 1 LEGAL TERMS AND CONDITIONS OF RFP	3
APPENDIX 2 QUESTIONNAIRE	9
APPENDIX 3 COMMERCIAL PROPOSAL	11
APPENDIX 4 PROPONENT'S REFERENCES	14
APPENDIX 5 CERTIFICATE OF INSURANCE	15
APPENDIX 6 DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE	17
APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)	18
APPENDIX 8 SUBCONTRACTORS	19
APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT	21
APPENDIX 10 PROOF OF WORKSAFEBC REGISTRATION.....	22
APPENDIX 11 CONFLICTS; COLLUSION; LOBBYING	23
 PART D FORM OF AGREEMENT.....	 1

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The RFP concerns the City's interest in procuring services of a multi-disciplinary Consultant/Contractor team to design, supply and install a pole for a permanent eagle nest. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are response to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("RFP"): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "Proponent") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "Agreement"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - SCOPE OF WORK:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.
 - (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00 pm, June 19, 2019
Information Meeting	10:00 am, June 20, 2019
Deadline for Enquiries	3:00 pm, June 28, 2019
Closing Time	3:00 pm on July 5, 2019

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Jessica Li, Buyer
Email: jessica.li@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

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

4.0 SUBMISSION OF PROPOSALS

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

4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 5.4 An information meeting (the “Information Meeting”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Location: 1100 Chestnut Street - Meet at the Parking Lot on Whyte Ave. Vancouver, BC (beside the existing bike jumps area southwest of Burrard Civic Marina, near the Burrard Bridge).

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to jessica.li@vancouver.ca, on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

6.0 PROPOSED TERM OF ENGAGEMENT

- 6.1 The term of any Agreement is expected to be a 3-month period, or until project completion.

7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	50%
Financial	50%
Total	100%

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

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

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

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

9.0 CITY POLICIES

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

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 CERTAIN APPLICABLE LEGISLATION

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

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

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

11.0 LEGAL TERMS AND CONDITIONS

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

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART A - INFORMATION AND INSTRUCTIONS

APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20190902, DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK

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

Jessica Li, Buyer
City of Vancouver
Email: jessica.li@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20190902, Design-Build Services for Eagle Nesting Pole at Vanier Park.

Signature

Name of Signatory

E-mail Address

Date

PART B - SCOPE OF WORK

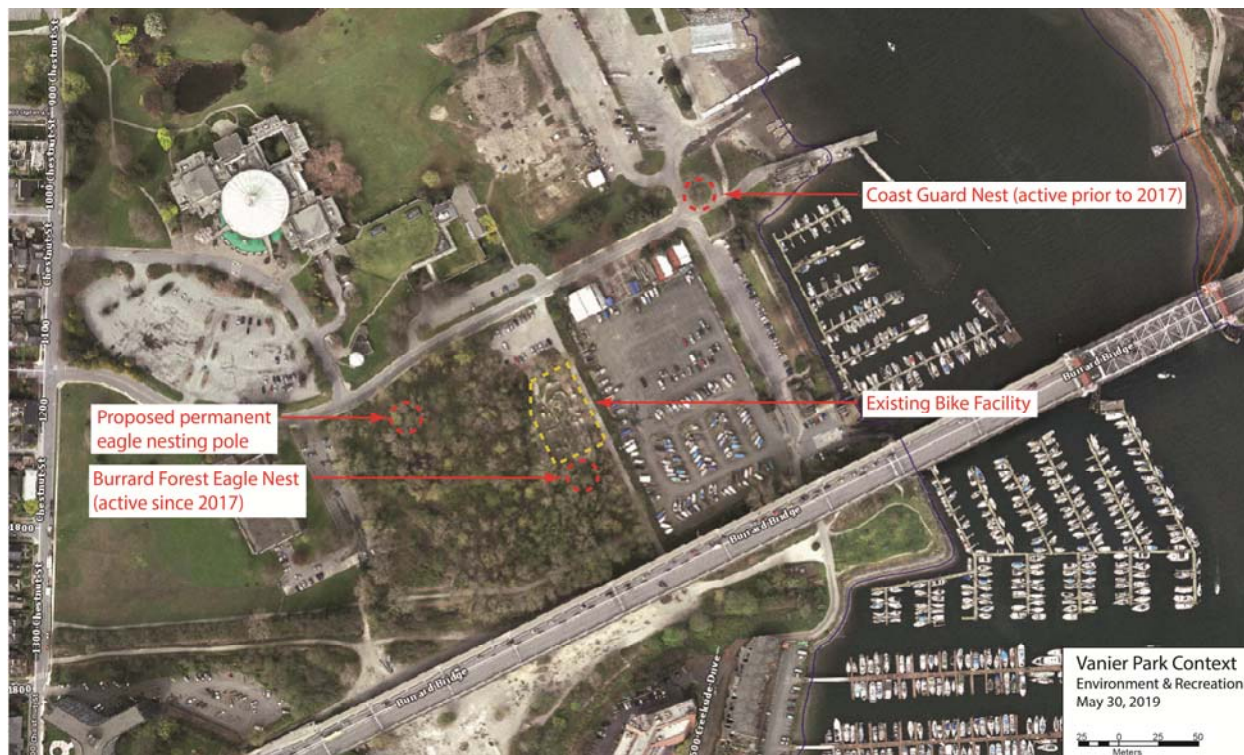
The scope of work stated in this Part B (collectively, the “Scope of Work”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.0 PROJECT DESCRIPTION

The City of Vancouver Board of Parks and Recreation (Park Board) is pursuing the relocation of an eagle nest in Vanier Park. This is a component of a larger project “Vanier Park: Balancing Environment and Recreation” <https://vancouver.ca/files/cov/vanier-park-information-displays-may-2019.pdf>). This eagle nest is located within the forest area in Vanier Park adjacent to the Burrard Bridge (see Figure 1).

Figure 1:



The objective of this RFP is to retain a multi-disciplinary Consultant/Contractor team to provide design-build services to design, supply and install a pole for a permanent eagle nest. The nest itself will be designed and built by the Hancock Wildlife Foundation. It is expected that the design-build team work collaboratively with the Hancock Wildlife Foundation team to ensure the nest and pole are compatible. The nest will need to be attached to the pole through the install process.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART B - CITY REQUIREMENTS

The proposed pole location (see Figure 1) is situated within a deciduous stand of cottonwood and alder trees. There is a service road into the forest area to facilitate construction.

2.0 SCOPE OF WORK

The proponent team will be responsible for preparing all conceptual and technical design drawings and executing the technical design with the install of a nesting pole into Vanier Park. The design build team will be responsible for design coordination meetings and all construction services required for building the new infrastructure based on the approved design documents. The design documents prepared by the consultant should reflect input of the Park Board as well as input from the Hancock Wildlife Foundation (the group responsible for building the artificial nest). The design-build team will be responsible for the following:

1. Project Schedule: Provide a proposed schedule and update it accordingly throughout the duration of the contract. The team should plan to achieve the following milestones:

- o Week of July 8, 2019: Project start-up
- o July 19, 2019: Complete Conceptual Design
- o July 26, 2019: Complete Technical Design
- o August 1 - Sept 15, 2019: Install of nesting pole with artificial nest mounted on top

NOTE: The critical and fixed dates above are the 6-week time frame from August 1 - September 15. During this period the existing eagle nest is vacated and therefore it is the only work window that ensures the eagles are not disturbed. If additional time is required for the design process, the dates above are flexible with the exception of the 6-week window.

2. Design and Install Criteria: The proposed design and install will incorporate the following as baseline assumptions:

- a. All excavation necessary to install pole (Limit depth of excavation of footing to <3.0m) as there may be archaeological resources below this depth - chance find procedures should be adopted during excavation);
- b. All backfill to be provided by design-build team;
- c. Pole to be a treated wooden Douglas fir pole (or wood species as approved by Engineer of record);
- d. Total pole length to be 85 ft;
- e. Footing to be incorporated into existing trees with minimal impact to root systems (no more than 25% of existing tree roots for each tree may be impacted);
- f. Pole should be sized at top of pole to fit into a steel sleeve that is welded to artificial nest - images of a typical artificial nest can be viewed in Schedule 3; and
- g. Assume weight of artificial nest and all nesting materials (sticks, mud, grass, etc) added by the bald eagles will total approximately 1000 lb;
- h. The top of pole diameter must be provided to the Hancock Wildlife Foundation as early in the process as possible in order that they may fabricate a sleeve of appropriate size - this is a key coordination item
- i. Design-builder will be expected to act as prime contractor during installation of the pole.

3. Design Documents: Preparation of conceptual and detailed design drawings and specifications, including all Issued for Construction (IFC) drawings and specifications. The design drawings

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART B - CITY REQUIREMENTS

must be signed and sealed by both a structural engineer and geotechnical engineer accredited in the Province of British Columbia.

4. Approval by Vancouver Park Board: The Vancouver Park Board approves all new park concepts. The consultant will prepare materials (drawings, reports, analysis etc.) to support approval by Park Board staff. The design-build team must incorporate design requirements to attach the artificial nest platform as designed and fabricated by Hancock Wildlife Foundation.
5. Cost Tracking: The consultant should be prepared to update Park Board staff in a timely manner as it relates to potential cost changes - this is aimed to ensure the initiative remains within the allocated development budget.
6. Drawings and Specifications: These must be produced in compliance with standards set forth by the Vancouver Park Board, City of Vancouver Engineering, as well as Provincial and National standards, including but not limited to the following: Demolition and tree protection; site plan layout; details; and sections. The design-build team, must submit a traffic management plan to the Park Board prior to the start of construction. This plan, must include signage locations and site fencing locations. After review and approval, the plan must be implemented to ensure pedestrian and vehicular traffic safety.
7. Approval by Vancouver Park Board: The Vancouver Park Board will provide reviews at key stages of the design process. This will include at least two drawing review meetings with Park Board staff and supplemental revisions based on Park Board staff and Hancock Wildlife Foundation comments.
8. As Built Drawings: The consultant must provide as-built drawings in both Auto-CAD and pdf format within 1 month of completion of the project. This includes coordination of all one year warranty inspections, documentation and correspondence. If AutoCAD drawings are not possible, this should be made clear in the proposal submission.

3.0 PROJECT TEAM

The project team should consist of individuals with a proven track record of successful installations of wooden poles, including no less than three relevant examples of similar completed work within the last 5 years, including reference contact information, location and photos.

The project team should also provide a list of employees and/or subcontractors that will be involved in the project, including relevant experience and skills. Please list similar projects with which members of the project teams have been associated.

4.0 REFERENCE MATERIALS

See attached:

- 4 photographs showing examples of typical artificial nests and typical pole configurations.









REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PS20190902, Design-Build Services for Eagle Nesting Pole at Vanier Park (the "RFP")

Proponent's Full Legal Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDICES

The Form of Proposal includes the following attached Appendices:

- | | |
|-------------|--|
| APPENDIX 1 | Legal Terms and Conditions of RFP |
| APPENDIX 2 | Questionnaire |
| APPENDIX 3 | Commercial Proposal |
| APPENDIX 4 | Proponents References |
| APPENDIX 5 | Certificate of Insurance |
| APPENDIX 6 | Declaration of Supplier Code of Conduct Compliance |
| APPENDIX 7 | Personal Information Consent Form(s) |
| APPENDIX 8 | Subcontractors |
| APPENDIX 9 | Proposed Amendments to Form of Agreement |
| APPENDIX 10 | Proof of WorkSafeBC Registration |
| APPENDIX 11 | Conflicts; Collusion; Lobbying |

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20190902, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7 DISPUTE RESOLUTION

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

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

“Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 11.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 11.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 11.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 11.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

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

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below. (Attach additional pages as required).

Executive Summary

In the space below, provide a brief executive summary of your Proposal.

Proponent Overview

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

Scope of Work

In the space below, describe how your Proposal is responsive to the Scope of Work.

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

Innovation

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Scope of Work. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by: <ul style="list-style-type: none"><input type="checkbox"/> Women<input type="checkbox"/> Indigenous Peoples<input type="checkbox"/> Non-Profit/Charity (Social Enterprise)<input type="checkbox"/> Coop<input type="checkbox"/> Community Contribution Corporation (3C/CCC)<input type="checkbox"/> Ethno-cultural Persons<input type="checkbox"/> People with Disabilities<input type="checkbox"/> LGBTQ+<input type="checkbox"/> Other: please indicate	Workforce Diversity: <ul style="list-style-type: none">% Women% Indigenous Peoples% Ethno-cultural People% People with Disabilities% LGBTQ+% Other: please indicate	Social / Environmental Certifications <ul style="list-style-type: none"><input type="checkbox"/> BCorp<input type="checkbox"/> BuySocial<input type="checkbox"/> Supplier Diversity Certification<input type="checkbox"/> Fairtrade<input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)<input type="checkbox"/> Other: please indicate
---	---	--

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 3
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

The Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material, equipment and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, except for GST. GST shall be shown separately on the row provided therefor.

Table A: PRICING SCHEDULE (Reference PART B - REQUIREMENTS)

Work Task/Phase/Deliverable	Description of Activities*	Team Members	Team Member Activity Role	Estimated Hours	Maximum Fees
1. Project Start up meeting and Project Schedule					
DESIGN STAGE					
2. Conceptual Design including 1 design review meeting					
3. Detailed Design - Including 2 design review meetings with Park Board staff and Hancock Wildlife Foundation including supplemental revisions, coordination with sub-consultants, IFC drawing package					
CONSTRUCTION STAGE					
4. Supply and install wooden eagle pole; install eagle nest					\$
5. Footings / foundations					
6. Construction and Construction Administration					

REQUEST FOR PROPOSALS NO. PS20190902
 DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
 PART C - FORM OF PROPOSAL

7. Project Close-out and As-Built Drawings					
OTHER (if applicable)					
8 - Other (contingency allowances and any other work or costs not reflected in the items above but required to complete the Scope of Work)					
Subtotal (including all PST)					
GST (5%)					
Total Price (including GST and PST)					

Unit Prices

These unit prices will be used for changing quantities from those indicated in the Pricing Schedule or Contract Documents upon written instruction from the City. The prices should include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*.

Table B - Unit Prices

Description	Price Change to Contract Price
	Value to Add or Deduct to Contract Price (including PST; but not including GST)
A. Design Review Meeting with Park Board Staff	\$

Schedule of Labour Rates

Proponents shall provide Charge Out Rates applicable to the project set out in Table A. Proponents should complete the following tables setting out the all-inclusive proposed hourly rates for all applicable categories of labour.

Table C: SCHEDULE OF LABOUR RATES

Key Personnel/Team Members	Title/Activity/Role	Proposed Rate per Hour	Proposed Rate Per Day

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenants' Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

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

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

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

INSURER _____	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

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

Signature: _____

Name and Title: _____

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20190902

Title: Design-Build Services for Eagle Nesting Pole at Vanier Park

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

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent) of

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

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

Signature

Date

REQUEST FOR PROPOSALS NO. PS20190902
 DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
 PART C - FORM OF PROPOSAL

APPENDIX 8
 SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

	Nature of Work:	
	Value:	
	Client Contact:	

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 10
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 10 to this Form of Proposal proof of valid WorkSafeBC registration.

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART C - FORM OF PROPOSAL

APPENDIX 11
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 11 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

REQUEST FOR PROPOSALS NO. PS20190902
DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT

See attached.



**DESIGN-BUILD SERVICES FOR EAGLE NESTING
POLE AT VANIER PARK**

PS20190902

DESIGN-BUILD AGREEMENT

between

[DESIGN-BUILDER NAME]

and

**CITY OF VANCOUVER AS REPRESENTED BY ITS VANCOUVER
BOARD OF PARKS AND RECREATION**

[DATE]

TABLE OF CONTENTS

	Page
ARTICLE A-1 DESIGN SERVICES AND THE WORK	3
ARTICLE A-2 AGREEMENTS AND AMENDMENTS	4
ARTICLE A-3 CONTRACT DOCUMENTS	4
ARTICLE A-4 CONTRACT PRICE	5
ARTICLE A-5 PAYMENT	5
ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING	5
ARTICLE A-7 LAW OF CONTRACT	6
ARTICLE A-8 SUCCESSORS AND ASSIGNS	6
ARTICLE A-9 TIME OF THE ESSENCE	6
SCHEDULE 1 SUPPLEMENTARY GENERAL CONDITIONS	8
SCHEDULE 2 OWNER'S STATEMENT OF REQUIREMENTS	44
SCHEDULE 3 SCHEDULE OF PRICES	45
SCHEDULE 4 SUBCONTRACTORS AND SUPPLIERS	46
SCHEDULE 5 PROJECT SCHEDULE	47
SCHEDULE 6 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS	48
SCHEDULE 7 INSURANCE CERTIFICATE	49
SCHEDULE 8 CITY PRE-CONTRACT HAZARD ASSESSMENT FORM	50
SCHEDULE 9 CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM	55
SCHEDULE 10 FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES	55
SCHEDULE 11 PRIME CONTRACTOR AGREEMENT FORM	55

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

(the “City”)

OF THE FIRST PART

AND:

[\[INSERT NAME OF DESIGN-BUILDER\]](#)
[\[insert address\]](#)

(the “Design-Builder”)

OF THE SECOND PART

BACKGROUND

- A. By way of a Request for Proposals for Design-Build Services for Eagle Nesting Pole at Vanier Park, the City requested proposals from design-build teams to perform the Work.
- B. In response to the Request for Proposals, the Design-Builder submitted a proposal dated [\[insert date\]](#)
- C. After evaluating the proposals and obtaining necessary approvals, the City issued a Notice of Award to the Design-Builder, thereby creating this Contract with the Design-Builder for the Work based on the Design-Builder’s proposal.

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 Design-Build Services for Eagle Nesting Pole at Vanier Park 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 Vancouver Park Board of Parks and Recreation is acting as, and is, the Payment Certifier;
- 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) Schedule 10 - Force Account Labour and Equipment Rates;
 - (xi) Schedule 11 - Prime Contractor Agreement Form
 - (d) the document submitted by the Design-Builder, dated [insert], titled [insert] (incorporated by reference) (the "Design-Builder Document");
 - (e) the traffic management plan provided by the Design-Builder to the City (incorporated by reference);

- (f) the Place of the Work-specific safety and health plan provided by the Design-Builder to the City (incorporated by reference)
- (g) [insert any other relevant documents to be incorporated by reference].

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

ARTICLE A-4 CONTRACT PRICE

- 4.1 The Contract Price to do, perform and supply all the Design Services and the Work in accordance with, and perform all the obligations specified by, the Contract Documents is [insert price without GST], plus GST of [insert amount], for a total Contract Price of [insert total amount, including GST].
- 4.2 The Contract Price is inclusive of GST, PST and all other taxes, and all duties assessments, charges and fees, permit and inspection costs, and WorkSafeBC assessments relating to the Design Services or the Work. For the avoidance of doubt, the Contract Price includes, without limitation, all PST on materials, other Products and Construction Equipment.
- 4.3 The PST, GST and other taxes, duties, assessments, charges and fees included in the Contract Price will be remitted by the Design-Builder to the applicable authorities as and when the City pays the Contract Price to the Design-Builder or as earlier required by applicable law.
- 4.4 All amounts are in Canadian dollars.
- 4.5 The Contract Price shall be subject to adjustments as provided for in the Contract Documents.
- 4.6 For purposes of the Contract Documents, "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time, and "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the terms and conditions of the Contract Documents, the City will pay the Contract Price to the Design-Builder in consideration of the performance of the Design Services and the Work.
- 5.2 The payment for any Design Services or Work under this Contract made to the Design-Builder by the City will not be construed as an acceptance of any Design Services or Work being in accordance with the Contract Documents.
- 5.3 Should either party fail to make payments as they become due under the terms of the Contract Documents, interest at the Bank Rate plus two percent (2%) per annum on such unpaid amounts will also become due and payable until payment. Such interest will be compounded on a monthly basis. The "Bank Rate" for these purposes is the rate established by the Bank of Canada from time to time as the minimum rate at which the Bank of Canada makes short term advances to Canadian chartered banks.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 Except as otherwise expressly provided in the Contract Documents, communications between the parties hereto or between them and the Payment Certifier 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
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

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. 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.

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

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

Delete the definition of "Contract Documents" replace with the following:

The Contract Documents consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS, those documents expressly incorporated by reference into the Contract by an actual reference to the same in Article A-3 of the Agreement - CONTRACT DOCUMENTS, and amendments or supplements agreed upon in writing between the parties.

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.

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;
 - 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.

GC1.1.8 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 or the building, use, copy, 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.

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:
- .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) construction progress; 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.

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 by the City for other parts of the Project, or when work is performed by the City's own forces, the Design-Builder shall:

GC2.6.2.3 is deleted in its entirety.

GC2.6.2.4 is deleted in its entirety.

GC2.6.3.3 is amended by adding the following to the end of the paragraph:

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

GC2.6.7 is added as follows:

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

GC3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

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

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

GC3.1.15 is added as follows:

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

GC3.1.16 is added as follows:

- 3.1.16 The Design-Builder shall be familiar with, and its performance of this Contract shall be governed by and comply with, all Applicable Laws and applicable permits which exist at present or which may be respectively enacted or obtained after the date hereof by or from bodies or tribunals having jurisdiction or authority over the Design Services or the Work.

GC3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

GC3.4.2 is 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:

.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";

GC3.6.2 is added as follows:

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

GC3.6.3 is added as follows:

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

GC3.6.4 is added as follows:

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

GC3.7 SUPERVISION

GC3.7.3 is added as follows:

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

GC3.8 LABOUR AND PRODUCTS

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

GC 3.8 LABOUR AND PRODUCTS

3.8.1 *Unions and Wages*

(a) *Open Site*

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

(b) *Labour Disruptions*

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

(i) will only retain Subcontractors for the Work whose employees are either:

- (1) certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work; or
- (2) not certified to be represented by a trade union; and

will require such Subcontractors to only retain subcontractors and suppliers whose employees are either certified in British Columbia to be represented by a trade union and subject to a collective agreement which does not expire until after the expected date of Total Performance of the Work or not certified to be represented by a trade union; and

(ii) represents and warrants that, with respect to any employees of the Design-Builder who may work at or near the Place of the Work and who are certified in British Columbia to be represented by a trade union and subject to a collective agreement, such collective agreement to which such employees are subject does not expire until after the expected date of Total Performance of the Work;

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

(c) *Required for Union Design-Builders*

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

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

The Design-Builder shall pay or cause to be paid to every person employed on the Design Services or the Work not less than the wages or remuneration generally accepted as current at that time.

- 3.8.2 The Design-Builder shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Design Services and the Work in accordance with the Contract.
- 3.8.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the City. All Products supplied by the Design-Builder must at all times contain 0.00% asbestos. Should any Product be found to contain more than 0.00% asbestos, the Design-Builder will promptly abate and remove all Products containing asbestos at its sole cost.
- 3.8.4 The Design-Builder shall maintain good order and discipline among the Design-Builder's employees engaged on the Design Services and the Work, and shall not employ for the Design Services or the Work anyone not skilled in the tasks assigned. The City shall have the right, by written notification to the Design-Builder, to require the removal from the Project of any employee of the Design-Builder or a Subcontractor or employee of a Subcontractor of the Design-Builder who is incompetent, untrained, acts in an unsafe manner, is disorderly or is otherwise unsatisfactory, or who causes a breach of the terms of this Contract. Any such employee or Subcontractor shall be immediately removed from the Place of the Work by the Design-Builder and shall not be employed again on the Project without the prior written approval of the City.
- 3.8.5 All materials shall be delivered, stored, handled and applied in strict accordance with the manufacturer's instructions, and shall be delivered with type, grade and brand name clearly identifiable and with seals intact.

GC3.9 DOCUMENTS AT THE SITE

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

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

GC3.9.2 is added as follows:

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

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

GC3.10 SHOP DRAWINGS

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

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

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

... or to the Payment Certifier.

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

3.10.4 If the City or the Payment Certifier requests to review Shop Drawings, the Design-Builder shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the Design Services or the Work or in the work of other contractors. The Owner and the Design-Builder shall jointly prepare a schedule of the dates for submission and return of Shop Drawings.

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.

GC5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC5.1 GENERAL FINANCIAL/PAYMENT PROVISIONS

5.1.1 The City shall, at the request of the Design-Builder, before signing the Contract, and promptly from time to time thereafter, furnish to the Design-Builder reasonable evidence that financial arrangements have been made to fulfill the City's obligations under the Contract. The Design-Builder now acknowledges that the City's financial statements as published pursuant to the *Financial Information Act* (British Columbia) constitute full satisfaction of this requirement and satisfactory evidence of the City's ability to fulfill its obligations under this Contract.

- 5.1.2 The City shall give the Design-Builder Notice in Writing of any material change in the City's financial arrangements to fulfill the City's obligations under the Contract during the performance of the Contract.
- 5.1.3 The Contract Price will be paid in accordance with the Schedule of Prices, subject to the other provisions hereof, and is subject to adjustment only in accordance with the Contract Documents.
- 5.1.4 The Contract Price is expressed and payable in Canadian dollars.
- 5.1.5 Subject to the provisions of the Contract Documents and in accordance with the *Lien Act* in respect of Holdbacks, the City shall:
- .1 make progress payments to the Design-Builder on account of the Contract Price monthly when due, based on:
 - (i) the value of the Design Services and Work completed and Products and materials incorporated into the Work as certified by the Payment Certifier, and
 - (ii) Products and materials delivered to the Place of the Work but not yet incorporated into the Work, as agreed to by the City;
 - .2 upon issuance of a Certificate of Completion in respect of a subcontract to which the Design-Builder is a party, and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens having been filed which arose under the subcontract, pay the Holdback to the Design-Builder in respect of the subcontract;
 - .3 upon issuance of the Certificate of Completion (in respect of Substantial Performance of the Work), and where fifty-five (55) calendar days have elapsed since the issuance of the Certificate of Completion without any Liens or other liens having arisen with respect to this Contract, pay the balance of the Holdback to the Design-Builder in respect of this Contract;
 - .4 upon issuance of the Final Certificate for Payment (in respect of Total Performance of the Work), and provided no Liens or other liens have arisen in respect of this Contract, pay the balance of the Contract Price to the Design-Builder.
- 5.1.7 If either party fails to pay when due an amount owing to the other under this Contract, that amount will bear interest at the Bank Rate plus two percent (2%), calculated daily from the due date to the date of payment. For this purpose, the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada advances short term loans to Canadian chartered banks.

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 City and the Payment Certifier shall require and submitted consistently in such form and detail unless otherwise advised by the Payment Certifier and clearly show:
 - (A) the Design-Builder's full name, address and telephone number;
 - (B) the City's purchase order number;
 - (C) the name of the City's project manager;
 - (D) the application for payment number and date; and
 - (E) the Design-Builder's PST and GST registration number(s);
 - .2 for each application following the first application, include 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 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 and that information in the application is accurate and complete;

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

.6 attach the monthly update contemplated by GC3.6.3.

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 reject all or the applicable portions of the same by promptly (and in any event within five (5) calendar days of its receipt) notifying the Design-Builder of the deficiencies in the application. The Design-Builder will promptly supply to the Payment Certifier such further certification or information as may be necessary to remedy the deficiencies in the application.

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

GC5.3 PROGRESS PAYMENT

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

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

GC5.3.1.3 is amended by deleting the words "Article A-5 of the Agreement - PAYMENT" and replacing with "this GC5 and the *Lien Act*".

GC5.3.2 is added as follows:

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

GC5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

GC5.4 is deleted in its entirety and replaced with the following:

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

5.4.1 When the Design-Builder considers that Substantial Performance of the Work has been achieved, or if permitted by the *Lien Act* the Design-Builder wishes to apply for a Certificate of Completion with respect to a subcontract with a Subcontractor, the Design-Builder shall 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 be accompanied by:
- .1 a cover letter stating that the submittal is an application for a Certificate of Completion, clearly identifying the Design Services and the Work or subcontract for which the Certificate of Completion is being sought;
 - .2 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; and
 - .3 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.
- 5.4.5 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.

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 Following the issuance of the Certificate of Completion evidencing Substantial Performance of the Work and the end of the Lien-filing period established by the *Lien Act*, 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 GC5.1.5.3. 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 GC5.1.5.2. 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 "Certificate of Completion".

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, 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 operation and maintenance documents, all as-built drawings and 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

GC6.4 CONCEALED OR UNKNOWN CONDITIONS

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

- 6.4.1 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.

GC6.4.1A is added as follows:

- 6.4.1A 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 GC6.4.1; 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.

GC6.4.1B is added as follows:

- 6.4.1B The Design-Builder must give notice under GC6.4.1A 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 GC6.4.1A and GC6.4.1B 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 GC6.4.1A and GC6.4.1B 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

GC7.2.7 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 GC7.2.7, 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.

GC7.3.4 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, Planning and Development 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.

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 Owner's Statement of Requirements;
- .2 acts or omissions by the City, other contractors, or their agents and employees.

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

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

GC9.1.5 is added as follows:

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

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

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

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

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

- 9.2.2 Prior to the Design-Builder commencing the Design Services or Work, the City shall:
- .1 take reasonable steps to determine whether the Place of the Work contains any Hazardous Substances and, if so, whether the condition of the Place of the Work is in compliance with applicable Environmental Law; and
 - .2 provide the Design-Builder with a written list of any such Hazardous Substances that the City knows to exist on, and their locations within, the Place of the Work.

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

- 9.2.3 Unless the Contract expressly provides otherwise, the City shall be responsible for taking such steps as may be necessary, in accordance with applicable Environmental

Law to dispose of, store or otherwise deal with Hazardous Substances so as to cause the Place of the Work to comply with the requirements of applicable Environmental Law before the Design-Builder commences the Work.

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

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

- .1 encounters Hazardous Substances at the Place of the Work; or
- .2 has reasonable grounds to believe that Hazardous Substances are present at the Place of the Work which were not brought to the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible or which were disclosed but have not been dealt with as required under paragraph 9.2.3,

the Design-Builder shall:

- (a) take reasonable steps, including stopping the Work, to ensure that no person's exposure to any Hazardous Substance at the Place of the Work exceeds any levels contrary to the requirements of applicable Environmental Law, and
- (b) immediately report the circumstances to the City by Notice in Writing.

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

9.2.5 If the City and the Design-Builder, acting reasonably, fail to agree on whether the condition of the Place of the Work is in compliance with applicable Environmental Law prior to the commencement of the Work or whether Hazardous Substances were brought onto the Place of the Work by the Design-Builder or anyone for whom the Design-Builder is responsible, or whether the Design-Builder or anyone for whom the Design-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 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 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.

GC9.4.3 is added as follows

- 9.4.3 If the Design-Builder is the "prime contractor", the Design-Builder shall:
- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;
 - .2 *Safety Programs:* initiate, maintain and supervise all safety programs and measures in connection with the performance of the Design Services and the Work, which program shall respond fully to the requirements of all Applicable Laws relative to occupational health and safety, all to the satisfaction of the City;
 - .3 *Site Meetings:* conduct regular safety meetings at the Place of the Work, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the City on a weekly basis;
 - .4 *Safety Equipment:* supply and maintain at the Place of the Work all safety equipment necessary to protect workers and others from accident or injury; and
 - .5 *First Aid:* supply and maintain at the Place of the Work all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Place of the Work, and establish an emergency procedure for prompt removal of any

such person from the Place of the Work to a hospital, clinic or medical office for further treatment.

- .6 *Notice of Project:* prior to commencement of construction:
- (a) complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the *Occupational Health and Safety Regulation*;
 - (b) post the Notice of Project at the Place of the Work, and
 - (c) provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Place of the Work.

GC9.4.4 is added as follows

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

- .1 *Compliance with Law:* comply with all Applicable Laws, and all reasonable rules established by the City of which the Design-Builder is given timely notice, relative to occupational health and safety;
- .2 *Compliance with Directions:* comply with all reasonable directions issued by the "prime contractor" regarding compliance with Applicable Laws, and rules established by the City, relative to occupational health and safety; and
- .3 *Site Safety Meetings:* attend all Place of the Work safety meetings convened by the "prime contractor".

GC9.4.5 is added as follows

9.4.5 Whether or not the Design-Builder is the "prime contractor", it shall:

- .1 *Reporting:* report immediately to the "prime contractor" (if not the Design-Builder), the City and the Payment Certifier all accidents and injuries of any kind or severity occurring on or about the Place of the Work and involving employees of the Design-Builder or any Subcontractor, or any other person of which the Design-Builder is aware, and arising out of or in connection with the Design Services or the Work;
- .2 *Written Confirmation:* confirm in writing each report made under subparagraph (a); and
- .3 *City Policy:* respect and adhere to City's safety and training 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 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 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:

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 consultants and contractors in the jurisdiction of the Place of the Work. The Contract Price 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.

GC10.5 LIVING WAGE

GC10.5 is added as follows:

GC10.5 LIVING WAGE

10.5.1 For the purposes of this GC10.5, the following terms shall have the following meanings:

- (a) **"Living Wage"** means the hourly wage established by the Living Wage Certifier from time to time, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (b) **"Living Wage Certifier"** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Design-Builder in writing;
- (c) **"Living Wage Employee"** means any and all employees of the Design-Builder and all Subcontractors of the Design-Builder that perform any part of the Work on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (d) **"Social Enterprise"** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (e) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Design-Builder or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;

10.5.2 Notwithstanding any other provision of any Contract Document but subject to GC 10.5.3, the Design-Builder shall pay all Living Wage Employees not less than the Living Wage.

10.5.3 Notwithstanding GC 10.5.2, the Design-Builder has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.

10.5.4 The Design-Builder shall ensure that the requirements of GC 10.5.2 apply to all Subcontractors.

10.5.5 A breach by the Design-Builder of its obligations pursuant to GC 10.5.2 and 10.5.4 shall be deemed to constitute a failure by the Design-Builder to comply with the

requirements of the Contract to a substantial degree and shall entitle the City to terminate the Contract in accordance with GC 7.1.2.

10.5.6 The Design-Builder shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC 10.5 and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Design-Builder (subject to reimbursement of the Design-Builder's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after Total Completion of the Work or earlier termination of this Agreement. Any records and accounts provided by the Design-Builder in accordance with this Section 10.5.5 shall be treated by the City as confidential information.

10.5.7 The Design-Builder shall, at the direction of the City, post signs at Places of Work that are owned by or leased to the City, including all streets, sidewalks and other public rights of way, informing Living Wage Employees of the obligations of the Design-Builder and Subcontractor pursuant to this GC 10.5 and providing contact information to report any breaches thereof. The City shall supply the Design-Builder with all such signs and the Design-Builder shall return all such signs upon completion of the Work or otherwise at the request of the City.

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' 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 Design-Builder 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 24 months following Substantial Performance of the Work.

(b) *Commercial General Liability Insurance:*

Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence protecting the Design-Builder and the Design-Builder's personnel against claims for bodily injury (including death), personal injury & advertising liability, and property damage or loss arising out of the operations of the Design-Builder or the actions of the Design-Builder or the Design-Builder's personnel. The policy must contain:

- i. a cross-liability clause in favour of the City;
- ii. 24 months products and completed operations coverage;
- iii. blanket contractual liability coverage;
- iv. contingent employer's liability coverage;
- v. non-owned automobile liability coverage; and
- vi. the City Insurance Group as defined in GC11.1.3.3 being added as additional insureds.

(c) Automobile Liability Insurance to be carried at all times on all licensed vehicle owned or leased to the Contractor, 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 \$5,000,000 per occurrence.

- (d) All-Risk Contractor's Equipment Insurance covering all equipment owned, leased 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. The policy shall contain a waiver of subrogation in favour of the City.
- (e) Any additional insurance required by law to provide or which it considers necessary to fully protect and the Design-Builder and Subcontractor throughout the performance of their Work and Design Services.

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 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 Indemnatee 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 Indemnatee 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 Indemnatee with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Design-Builder to dispute the claim on behalf of the Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee into disrepute; and
 - (iii) the Design-Builder shall not pay or settle such claims without the prior consent of the Indemnatee, such consent not to be unreasonably withheld or delayed;

- (c) a Indemnatee 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 Indemnatee 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 Indemnatee, and shall provide to the Indemnatee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim; and

- (e) the Design-Builder shall inform the Indemnatee 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 Indemnatee shall issue instructions accordingly.

GC12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

GC 12.3 is deleted in its entirety.

GC12.4 WAIVER OF CLAIMS

GC12.4.1 is deleted in its entirety and replaced as follows:

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

- .1 those made in writing prior to the date of the Final Certificate for Payment and still unsettled;
- .2 those arising from the provisions of GC12.2 - INDEMNIFICATION or GC12.5 - WARRANTY;
- .3 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC9.4 CONSTRUCTION SAFETY & WORKSAFE BC RULES, GC9.5 -MOULD and GC10.3 - PATENT FEES and those arising from the Design-Builder bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Design-Builder commences the Design Services or the Work; and
- .4 those arising from the Design-Builder's actions, errors, omissions or negligence which result in delays or substantial defects or deficiencies in the Design Services or the Work. "Substantial defects or deficiencies" means those defects or deficiencies in the Design Services or the Work which affect the Design Services or the Work to such an extent or in such a manner that all or any part of the Design Services or the Work is unfit for the purpose intended by the Contract Documents.

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

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

- .1 those made in writing prior to the Design-Builder's application for Final Payment and still unsettled; and
- .2 those arising from the provisions of GC9.2 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC10.3 - PATENT FEES.

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

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

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

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

GC12.4.5 is deleted in its entirety.

GC12.4.6 is deleted in its entirety.

GC12.4.7 is deleted in its entirety.

GC12.4.8 is deleted in its entirety.

GC12.4.9 is deleted in its entirety.

GC12.4.10 is deleted in its entirety.

GC12.5 WARRANTY

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

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

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

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

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

12.5.3 For the purposes of this GC12.3, the phrase, "defects arising from faulty construction, manufacturing, installation, materials, equipment or workmanship in any part of the Work (or Products)" expressly includes all defects or deficiencies that arise even if the Work is carried out in a good and workmanlike manner.

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

12.5.4 During the warranty period, the Design-Builder will promptly repair and correct all defects at no cost to the City. If the Design-Builder fails to repair or correct any defect during the warranty period within ten (10) calendar days of written notice of its existence, the City may but is not obligated to make the repairs or corrections itself and the actual out-of-pocket costs of such repairs or corrections made by the City will be payable by the Design-Builder to the City within seven (7) calendar days of receiving an invoice from the City for same. In the event of an emergency where, in the opinion of the City, delay could cause serious loss or damage, or inconvenience to the public,

the repairs or corrections may be made without prior notice being sent to the Design-Builder.

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

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

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, and it is legal for the City to do so.

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.]

SAMPLE

SCHEDULE 3
SCHEDULE OF PRICES

[Complete when the Contract is finalized - must tie to A-4.]

SAMPLE

**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]			

SCHEDULE 5
PROJECT SCHEDULE

[Insert the schedule provided in response to the Notice of Award, as accepted by the City.]

SAMPLE

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.]

SAMPLE

SCHEDULE 7
INSURANCE CERTIFICATE

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

(see attached)

SAMPLE

Owners List of Known Workplace Hazards

CONTRACT TITLE: VANIER PARK (NESTING POLE)

PROJECT MANAGER: JOE MCLEOD

CONTRACT NAME & #: PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK

Purpose

This document shall be completed by the project manager, who shall list all the known worksite hazards and all the existing work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

Definitions

Project Manager - 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:

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

N - No - the known worksite hazard or existing work process hazard does not exist*

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

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

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

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), 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
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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	N/A
b) A hazardous materials assessment for asbestos is provided in the tender package	N/A
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	N/A

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.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	N/A
b) A hazardous materials assessment for lead is provided in the tender package	N/A
c) A hazardous materials assessment for lead is the responsibility of the contractor	N/A

3. OTHER HAZARDOUS MATERIALS - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	N/A
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	N/A
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	N/A

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.	Yes (Y) No (N) or Not Applicable (NA)
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	Y <u>N</u> NA
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	Y <u>N</u> NA
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y <u>N</u> NA

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.	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y <u>N</u> NA
b) Work will be performed on or near energized equipment, lines, or circuits	Y <u>N</u> 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.	Yes (Y) No (N) or Not Applicable (NA)
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)	<u>Y</u> N NA
b) Scaffolding or ladders will be required to be secured to a building or structure	<u>Y</u> 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	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	<u>Y</u> 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 <u>N</u> 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 <u>N</u> NA
d) Underground or hidden utilities are located on the job site. 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 <u>N</u> 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?

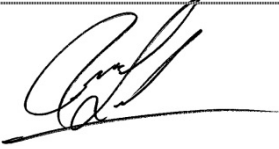
8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	Y <u>N</u> NA
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y <u>N</u> NA

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, 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	Yes (Y) No (N) or Not Applicable (NA)
a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor	Y <u>N</u> NA
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y <u>N</u> NA

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

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dbA	<u>Y</u> N NA

OTHER HAZARDS (NOT IDENTIFIED ABOVE)
(a) Overhead trees: The work area is within a dense forest area – consideration should be given to overhead branches and trees that may present hazards.
(b) Hypodermic Needles: All Vancouver Park sites are subject to additional precautionary measures to ensure staff and contractors are not impacted by used needles not disposed of properly that may be encountered on site.
(c) Residual Underground Utilities or Infrastructure: This site previously had other buildings on it. There may be residual infrastructure in the ground that the Park Board and City of Vancouver are not aware of.

KNOWN WORKPLACE HAZARDS LIST COMPLETED BY	
Project Manager Name (print): Joe McLeod	
Project Manager Signature: 	Date: June 12, 2019
Title: Landscape Architect – Project Manager	Phone: 604-257-8474

SCHEDULE 9
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

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

Contract Title _____

Project Manager (City Employee) _____

Contractor Representative _____

Contract Name and No. _____

PURPOSE

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

REFERENCE MATERIAL

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

INSTRUCTIONS FOR COMPLETION

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

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

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

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

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

DOCUMENTATION AND TRAINING REQUIREMENTS

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

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a (T), the contractor is responsible to train its employees.

HAZARDOUS MATERIALS

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

Hazard or Issue	Project Manager		
	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) 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

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
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

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
SCHEDULE 9

Hazard or Issue	Project Manager		
	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
<p>Note: If yes to (a) or (b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.</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

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
SCHEDULE 9

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(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			

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
SCHEDULE 9

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
(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

Hazard or Issue	Project Manager		
	Yes (Y), No (N) or Not Applicable (NA)		
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

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
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
<p>If yes, describe:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>(f) _____</p>	
<p>Describe the control measures each of the concerns listed above:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>(f) _____</p>	
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>

PS20190902 - DESIGN-BUILD SERVICES FOR EAGLE NESTING POLE AT VANIER PARK
SCHEDULE 9

	<i>Yes (Y), No (N) or Not Applicable (NA)</i>		
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

SCHEDULE 10
FORCE ACCOUNT LABOUR AND CONSTRUCTION EQUIPMENT RATES

SAMPLE

SCHEDULE 11
PRIME CONTRACTOR AGREEMENT FORM

(see attached)

SAMPLE

PRIME CONTRACTOR AGREEMENT FORM

1.0 DEFINITIONS

- a) **"OH&S Regulation"** means the Occupational Health & Safety Regulation (British Columbia Regulation 296/97) enacted pursuant to the WCA, and any successor legislation, all as such Regulation is amended or re-enacted from time to time;
- b) **"Owner"** means City of Vancouver;
- c) **"Place of the Work"** means the work site at **Langara Golf Course, 6706 Alberta Street, Vancouver, British Columbia**;
- d) **"Prime Contractor"** means the Contractor, who is designated pursuant to Article 3 below by the Owner to be the Prime Contractor for the Project with respect to occupational health and safety for the purposes of WCB Legislation;
- e) **"Project"** means **PS20190902 at Vanier Park, 1100 Chestnut Street, Vancouver, British Columbia**, as contemplated by the Contract Documents, and includes all the Work;
- f) **"WCA"** means the *Workers Compensation Act*, R.S.B.C. 1996, Chapter 492, and any successor legislation, as such Act is amended or re-enacted from time to time;
- g) **"WCB"** means the Worker's Compensation Board of British Columbia; and
- h) **"WCB Legislation"** means the WCA and all regulations thereto including the OH&S Regulation, and all rules, regulations and requirements of WorkSafeBC, and any successor legislation, rules, regulations and requirements, all as amended or re-enacted from time to time; and
- i) **"WorkSafeBC"** means the British Columbia Provincial governmental organization by that name which is responsible, inter alia, for promoting workplace health and safety for the workers and employers of British Columbia, and for working with the affected parties to provide return-to-work rehabilitation, compensation, health care benefits and a range of other services, in the event of work-related injuries or diseases suffered by workers in British Columbia.

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

2.0 PRIME CONTRACTOR'S RESPONSIBILITIES

Proof of Qualification to act as Prime Contractor

- The Prime Contractor is to provide a current copy of its WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the Owner prior to commencement of the Work.
- The Prime Contractor is to notify the Owner of any changes of status with WorkSafeBC or the WCB during the course of the Project.

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

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

Throughout the term of the Project, the Prime Contractor shall:

- Ensure that all hazards are promptly and appropriately identified and addressed.
- Ensure the health and safety of the workers on the Project.

- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure provision of first aid equipment and services as required by the OH&S Regulation.
- Coordinate all occupational health and safety activities for the Project.
- Prepare, and communicate to all workers on the Place of the Work, an emergency response plan, taking into account the number of people onsite, the people who work outside regular hours and the types of emergencies that may arise. This plan should also describe subcontractor and individual worker responsibilities (e.g. responding to a fire) and provide for any necessary training and equipment, including first aid supplies as work processes change over the course of the Project, this emergency response plan must be updated as appropriate.
- Make and maintain detailed notes and reports in respect of the initial site safety meeting, safety committee meetings, reviews of contractors' safety systems, inspection and incident investigations, first aid records and orientation and training.
- On any site where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5), identify and designate a "Qualified Coordinator" to coordinate health and safety activities.
- In all other respects strictly comply with, and strictly enforce compliance by others, as applicable, with, the WCA, the OH&S Regulation, the requirements of WorkSafeBC, the safety policies and procedures of the Owner and the terms and conditions of the Contract Documents applicable.

Prime Contractor's Qualified Coordinator, if applicable, (Construction Only) responsibilities:

- Comply with all requirements listed in Section 20.3(3) of the OH&S Regulation and on page 13 of the Owner's Multiple Employer Workplace/Contractor Coordination Program (2003).
- Coordinate all health and safety activities for the Project.
- Post workplace drawings showing where first aid is located, the emergency transportation system for injured workers and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors' "Qualified Persons" are.
- Ensure that all workers at the Place of the Work are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the Place of the Work, and ensure that hazards are properly and punctually addressed throughout the duration of the Project.

3.0 DESIGNATION AS PRIME CONTRACTOR

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

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

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

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

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

Date

Contract #

Name of Contractor

Qualified Coordinator's Name

(Construction Only)

Signature of Authorized
Representative

Print Name and Title
