



TENDER DOCUMENTS FOR:

**TITLE: FLEETWOOD COMMUNITY RECREATION CENTRE
- RE-CLADDING**

REFERENCE No.: 1220-020-2017-002

(Construction Services)



INVITATION TO TENDER (ITT)

Contract Name: Fleetwood Community Recreation Centre – Re-Cladding

Reference No.: 1220-020-2017-002

The City of Surrey (*the “Owner”*) invites *Tenders* for the general construction of a Re-Cladding of Fleetwood Community Recreation Centre and other related work, located at 15996 84th Avenue, Surrey, BC, V4N 0W1.

This *Tender* is being issued electronically through the *Owner’s* website (www.surrey.ca) and BC Bid website (www.bcbid.gov.bc.ca) where any interested party may download the Tender Documents directly from these websites. No registration, tracking or other recording of Tender Document holders will be performed by the *Owner*. All addenda, or further information will be published through these websites. It is the sole responsibility of the *Tenderer* to monitor these websites regularly to check for updates.

The *Contract* is based on the Canadian Construction Documents Committee CCDC 2 Stipulated Price Contract, 2008 edition and the City of Surrey, Supplementary General Conditions.

A *Tender* should be labelled with the *Tenderer’s* name, *Tender* title and reference number. A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of Tender accompanied by a copy of the original Bid Bond in an amount of ten (10) percent of the *Tender Price*.

The *Tenderer* may submit a *Tender* either by email or in a hard copy, as follows:

(a) Email:

If the *Tenderer* chooses to submit by email, the *Tenderer* must submit the *Tender* electronically in a single pdf file to the City by email at: purchasing@surrey.ca.

on or before the following date and time

Time: 3:00 p.m., local time

Date: May 12, 2017

(the “Closing Time”).

PDF emailed *Tenders* are preferred and the *Owner* will confirm receipt of emails. Note that the maximum file size the *Owner* can receive is 10Mb. If sending large email attachments, *Tenderers* should phone to confirm receipt. A *Tenderer* bears all risk that the *Owner’s* equipment functions properly so that the *Tender* is submitted on time.

(b) Hard Copy:

If the *Tenderer* chooses NOT to submit by email, the *Tenderer* should submit one original unbound *Tender* and one (1) copy (two (2) in total) which must be delivered to the *Owner* at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter – 5th Floor West
13450 – 104 Ave Surrey, B.C., Canada V3T IV8

on or before the *Closing Time*.

The *Owner* intends to open *Tenders* in private, but reserves the right to open *Tenders* in public at its sole discretion.

- END OF SECTION -

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City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART A

INTRODUCTION

PART A – INTRODUCTION

CITY OF SURREY (the “Owner”)

Contract: Fleetwood Community Recreation Centre – Re-Cladding

Reference No.: 1220-020-2017-002

1.0 INTRODUCTION

- .1 *Tenders* for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Surrey (the “Owner”) for Re-Cladding located at Fleetwood Community Recreation Centre 15996 84th Avenue, Surrey, BC, V4N 0W1.

2.0 PROJECT DESCRIPTION

- .1 The *Work* on this *Project* generally includes, but is not limited to, the general construction of a Re-Cladding of Fleetwood Community Recreation Centre and other related works in accordance with the Drawings and Specifications (*Project*).

The *Place of the Work* is located at 15996 84th Avenue, Surrey, BC, V4N 0W1.

The Fleetwood Community Recreation Centre will be open during the work. The Contractor will be responsible to maintain a safe and clean working environment at all times as per WorkSafeBC and City of Surrey requirements.

To be considered, *Tenderers* should have:

- Qualified technical and skilled trades personnel should have a minimum of 5 years proven experience in site servicing, concrete work, pre-cast panels and general construction.

The *Tender Price* is to be inclusive of all supervision, coordination, *Construction Equipment*, labour, disposals, materials and incidentals required to complete the *Work* as described herein these *Tender Documents*.

- .2 Scheduling

The *Work* on this *Project* is anticipated to commence on **May 23, 2017** or earlier, and to be substantially completed on or before **October 31, 2017**. The *Work* is required to be coordinated with the *Owner* to minimize impacts to daily business operations and scheduled activities at the *Place of the Work*.

3.0 DEFINITIONS AND INTERPRETATIONS

.1 Definitions

In this *Tender* the following definitions shall apply:

- (a) “BC Bid Website” means www.bcbid.gov.bc.ca;

PART A – INTRODUCTION

- (b) “*Closing Time*” has the meaning set out in section 1.1 of Part B – Instructions to Tenderers;
- (c) “*Form of Tender*” means the *Form of Tender* in Part C of the *ITT*;
- (d) “*Information Meeting*” has the meaning set out in Part B section 2.0;
- (e) “*ITT*” means this Invitation to *Tender* #1220-020-2017-002;
- (f) “*Notice of Award*” means a written letter of intent from the *Owner* to a *Tenderer* that the *Owner* accepts the *Tenderer’s Tender*;
- (g) “*Notice to Proceed*” means a written notice from the *Owner* to a *Tenderer* to whom a *Notice of Award* has been delivered, directing the *Tenderer* to proceed with the *Work* in accordance with the *Tender Documents*;
- (h) “*Owner’s Representative*” has the meaning set out in Part B section 4.0 of the *ITT*;
- (i) “*Owner’s Website*” means <http://www.surrey.ca>;
- (j) “*Tender*” means a tender submitted in response to this *ITT*;
- (k) “*Tender Documents*” means the documents identified as such in Part B section 7.0 of the *ITT*;
- (l) “*Tenderer*” means an entity that submits a *Tender*, and
- (m) “*Tender Price*” means the amount stipulated by the *Tenderer* in the space provided in the *Form of Tender*, including all applicable taxes, which price, for greater certainty, is the *Tenderer’s* proposed *Contract Price*.

All other capitalized definitions used in this *ITT* have the meanings given to them elsewhere in the *ITT*.

City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART B

INSTRUCTIONS TO TENDERERS

(These instructions apply to and govern the preparation of *Tenders* for this *Contract*.)

CITY OF SURREY (the “*Owner*”)

Contract: Fleetwood Community Recreation Centre – Re-Cladding

Reference No.: 1220-020-2017-002

1.0 Closing Time and Address For Tender Delivery

- .1 A *Tender* should be labelled with the *Tenderer’s* name, *ITT* title and number. A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of *Tender* accompanied by a copy of the original Bid Bond in an amount of ten (10) percent of the *Tender Price*.

The *Tenderer* may submit a *Tender* either by email or in a hard copy, as follows:

(a) Email:

If the *Tenderer* chooses to submit by email, the *Tenderer* must submit the *Tender* electronically in a single pdf file to the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time

Date: May 12, 2017

(the “*Closing Time*”).

PDF emailed *Tenders* are preferred and the City will confirm receipt of emails. Note that the maximum file size the *Owner* can receive is 10Mb. If sending large email attachments, *Tenderers* should phone to confirm receipt. A *Tenderer* bears all risk that the *Owner’s* equipment functions properly so that the *Tender* is submitted on time.

(b) Hard Copy:

If the *Tenderer* chooses NOT to submit by email, the *Tenderer* should submit one original unbound *Tender* and one (1) copy (two (2) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter – 5th Floor West
13450 – 104 Ave Surrey, B.C., Canada V3T 1V8

on or before the *Closing Time*.

- .2 The *Owner* intends to open *Tenders* in private, but reserves the right to open *Tenders* in public at its sole discretion.
- .3 *Tenders* received after the *Closing Time* will not be accepted or considered. Delays caused by any delivery, technological delays, courier or mail service(s) will not be grounds for an extension of the *Closing Time*.
- .4 For the purposes of the *Tender* submission, digital copies of original documents and signatures sent electronically are accepted. Original documents are required upon request by the *Owner*.
- .5 *Tender* submissions are subject to the *Freedom of Information and Protection of Privacy Act*.
- .6 *Tender Costs* – The *Tenderer* has the sole responsibility for any costs associated with preparing and submission of its *Tender*.

2.0 Information Meeting

- .1 An information meeting will be hosted by the *Owner's Representative* to discuss the *Owner's* requirements under this *ITT* (the "*Information Meeting*"). While attendance is at the discretion of *Tenderers*, *Tenderers* who do not attend will be deemed to have attended the *Information Meeting* and to have received all of the information given at the *Information Meeting*. At the time of issuance of this *ITT* a meeting has been scheduled as follows:

Date: Monday, May 1, 2017
Time: 10:00 AM, local time
Location: Fleetwood Community Recreation Centre
15996 84th Avenue, Surrey, BC, V4N 0W1

3.0 Amendments to Tenders

- .1 *Tenders* may be revised by written amendment, delivered to the location set out above, at any time before the *Closing Time* but not after. An amendment should be signed by an authorized signatory of the *Tenderer* in the same manner as provided by section 8.3. Faxed to 604-599-0956 or emailed (purchasing@surrey.ca) PDF amendments are permitted, but such faxed or emailed amendment may show only the change to the *Tender Price(s)* and in no event disclose the actual *Tender Price(s)*. A *Tenderer* bears all risk that the *Owner's* equipment functions properly so as to facilitate timely delivery of any amendment.

4.0 Inquiries

- .1 All inquiries related to this *ITT* should be directed in writing to the person named below (the "***Owner's Representative***"). Information obtained from any person or source other than the *Owner Representative* may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
Address: Surrey City Hall, 13450 – 104 Avenue, Surrey, B.C. V3T 1V8
Fax: 604-599-0956
Email: purchasing@surrey.ca

- .2 Inquiries should be made no later than seven (7) *Working Days* before the *Closing Time*. The *Owner* reserves the right not to respond to inquiries made within seven (7) *Working Days* of the *Closing Time*. Inquiries and responses will be recorded and may be distributed to all *Tenderers* at the discretion of the *Owner*.
- .3 *Tenderers* finding discrepancies or omissions in the *Tender Documents*, or having doubts as to the meaning or intent of any provision, should immediately notify the *Owner's Representative*. If the *Owner* determines that an amendment is required to this *ITT*, the *Owner Representative* will issue an addendum in accordance with section 5. No oral conversation will affect or modify the terms of this *ITT* or may be relied upon by any *Tenderer*.

5.0 Addenda

- .1 *Tenderers* are required to check the *Owner's Website* for any updated information and addenda issued before the *Closing Time* at:
- .2 If the *Owner* determines that an amendment is required to this *ITT*, the *Owner's Representative* will issue a written addendum by posting it on the *Owner's* website www.surrey.ca (the "*Owner's Website*") and upon posting will be deemed to form a part of this *ITT*. No amendment of any kind to the *ITT* is effective unless it is posted in a formal written addendum on the *Owner's Website*. Upon submitting a *Tender*, *Tenderers* will be deemed to have received notice of all addenda that are posted on the *Owner's Website*.

6.0 Examination of the Contract Documents and Place of the Work

- .1 By submitting a *Tender*, *Tenderers* shall be deemed to have inspected and examined the *Place of the Work* and surroundings and to have reviewed all applicable *Contract Documents* in order to obtain a satisfactory comprehension of the *Work* required and shall satisfy themselves and make all investigations necessary as to the quantities, *Place of the Work* and nature of the work, the means of access to the *Place of the Work*, the accommodation and facilities they may require, and the conditions under which the labour force will be employed, and in general have themselves obtained all necessary information, local or otherwise, as to risks, contingencies, and other circumstances which may influence or affect their *Tender*. Additional payment will not be allowed for any such site conditions which a *Tenderer*, experienced in work similar to the *Work*, would have observed by these inspections.
- .2 The *Owner* gives no guarantee of any kind in relation to any *Work* site or geotechnical information (if any) provided in or with the *Tender Documents*. *Tenderers* must evaluate such information themselves relative to actual conditions.

7.0 Tender Documents

- .1 The *Tender Documents* which a *Tenderer* should review to prepare a *Tender* consist of all of the *Tender Documents* listed below. *Tender Documents* may be viewed and/or obtained from the *Owner's* Managed File Transfer website noted below. Printing will be the sole responsibility of the *Tenderer*.

In the URL, or address field at top, enter the following address:

<http://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login".

<https://mft.surrey.ca/>

Login ID: surreybid
Password: Welcome
Locate Folder: 1220-020-2017-002

- .2 The following is the list or description of the *Tender Documents* referred to in the *Tender* for the above named project:
- (a) Cover Page and Table of Contents to the *ITT*;
 - (b) Part A – Introduction;
 - (c) Part B – Instructions To *Tenderers*;
 - (d) Part C – Form of *Tender*, including Appendices;
 - (e) Part D – Form of Agreement, Standard Construction Document CCDC 2, 2008, Agreement, Definitions, the General Conditions of the Stipulated Price Contract;
 - (f) Part E – City of Surrey, Supplementary General Conditions, Stipulated Price Contract CCDC 2 – 2008;
 - (g) Part F – *Specifications* (Project);
 - (h) Part G – *Drawings*, as listed in the *Drawing Index*;
 - (i) Part H – Samples of Forms; and
 - (j) Any and all amendments, addenda, and questions and answers issued by the *Owner* prior to the *Closing Time*.

8.0 Tender Submission Form and Contents

- .1 **Submission** – *Tenders* should reference the *Tenderer's* name, title of project and *Tender* reference number.
- .2 **Form of Tender** - *Tenderers* should complete the **Form of *Tender* attached as Part C – Form of Tender, including Appendices 1 through 6**. *Tenderers* are encouraged to respond to the items listed in Appendices 1 through 6 in the order listed. *Tenderers* are encouraged to use the forms provided and attach additional pages as necessary.
- .3 **Signature** - The legal name of the person or firm submitting the *Tender* should be inserted in Part C – Form of Tender. The *Tender* should be signed by a person authorized to sign on behalf of the *Tenderer* and include the following:

- (a) If the *Tenderer* is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The *Tender* should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the *Tender* on behalf of the corporation is submitted.
- (b) If the *Tenderer* is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the *Owner* that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the *Tenderer* is an individual, including a sole proprietorship, the name of the individual should be included.

9.0 Tender Price

- .1 The *Tender Price* is to be entirely in Canadian currency and will consist of:
 - (a) the total of all prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding GST
- .2 The *Tender Price* will include any and all amounts the *Tenderer* will accept for performing the *Work* and any and all costs of any kind that the *Tenderer* might incur in connection with the *Work*, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, provisions required to ensure maintaining the site operational throughout the term of the *Project*, financing, posting bonds, completion of substantial completion documentation, carrying insurance and overhead and any and all profits.
- .3 The *Owner*, in respect of any *Tender*, in order to meet budget limitations, or for any reason, may choose to proceed with only some, but not all of the *Work*, as originally described in the *Tender* documents, and as bid on in any *Tender*, and accept a *Tender* on that basis, in which case the scope of the *Work* will be reduced to those items identified in a letter of intent as being the *Work* with which the *Owner* wishes to proceed and the total *Tender Price* will be adjusted accordingly.

10.0 Bonding

- .1 Each *Tender* should be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the "City of Surrey", in the amount of ten percent (10%) of the Tender Price.
- .2 The *Contractor* should, no later than 10 business days after receipt of a letter of intent, provide to the *Owner* a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, or as otherwise

agreed to in writing from the *Owner*. The cost of all Bond premiums shall be included in the *Tender Price*, and noted on the schedule of pricing sheet.

- .3 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond: CCDC 220 (latest)

Performance Bond: CCDC 221 (latest)

Labour and Material Payment Bond: CCDC 222 (latest)

- .4 The cost of the performance bond and the cost of the labour and material payment bond shall be included in the *Tender Price*.

11.0 Acceptance of Tenders

Notwithstanding anything to the contrary contained in the *ITT* or any other document, material or communication:

- .1 The *Owner* need not necessarily accept the *Tender* with the lowest *Tender Price*, or any *Tender*, and the *Owner* reserves the right to reject any and all *Tenders* at any time, or cancel the *ITT* process, without further explanation and to accept any *Tender* the *Owner* considers to be in any way advantageous to it. The *Owner's* acceptance of any *Tender* is contingent on having sufficient funding for the *Work* and a *Contract* with a *Tenderer*. *Tenders* containing qualifications will be considered to be non-conforming *Tenders* in that they will fail to conform to the requirements of the *Tender Documents* and on that basis they may be disqualified or rejected. Nevertheless, the *Owner* may waive any non-compliance with the requirements of the *Tender Documents*, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these *Tender Documents*, and the *Owner*, at its discretion, may consider non-conforming *Tenders* and accept a non-conforming *Tender*.
- .2 Where the *Owner* is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the *Tender*, then whether or not such an ambiguity or discrepancy actually exists on the face of the *Tender*, the *Owner* may, prior to *Contract* award, solicit clarification from the *Tenderer* or accept clarification from the *Tenderer* on any aspect of its *Tender*. Such clarification may include the acceptance of any further documents or information which will then form part of the *Tender*. The soliciting or accepting of such clarification (whether or not solicited) by the *Owner* will be without any duty or obligation on the *Owner* to advise any other *Tenderers* or to allow them to vary their *Tender Prices* as a result of the acceptance of clarification from any one or more *Tenderers* and the *Owner* will have no liability to any other *Tenderer(s)* as a result of such acceptance of clarification.
- .3 All *Tenders* will remain open for the *Owner* to accept at any time for a period of sixty (60) calendar days after the *Closing Time*.
- .4 If the *Owner* considers that all *Tenders* are priced too high, it may reject them all.

- .5 The *Owner*, prior to awarding of any *Contract*, may negotiate with the *Tenderer* presenting the lowest priced *Tender*, or any *Tenderer*, for changes in the *Work*, the materials, the specifications or any conditions, without having any duty or obligation to advise any other *Tenderers* or to allow them to modify their *Tenders*, and the *Owner* will have no liability to any *Tenderer* as a result of such negotiations or modifications.
- .6 The *Owner* and its representatives, agents, *Consultants* and advisors will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a final *Contract*, or other activity related to or arising out of this *ITT*, including in the event the *Owner* accepts a non compliant *Tender* or otherwise breaches the terms of this *ITT*.
- .7 A pre-award meeting may be conducted with the preferred *Contractor* prior to award to confirm project details and expectations of the *Owner*.
- .8 *Tenderers* are solely responsible for their own expenses in preparing and submitting a *Tender*, and for any meetings, negotiations or discussions with the *Owner* or its representatives and consultants, relating to or arising from the *ITT*. The *Owner* will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a contract, or other activity related to or arising out of this *ITT*.

12.0 Conflict of Interest

- .1 *Tenderers* should disclose any potential conflicts of interest and existing business relationships they may have with the *Owner*, its elected or appointed officials or employees. The *Owner* may reject a *Tender* from any *Tenderer* that the *Owner* judges would be in a conflict of interest if the *Tenderer* is awarded a final contract. The *Owner* may rely on such disclosure.

13.0 Discrepancies In Tender Submission

- .1 If there are any obvious discrepancies, errors or omissions in the Appendix 1 Schedule of Prices (*Contract Price*) then the *Owner* shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the *Tender* as submitted, and in particular:
 - (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
 - (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
 - (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity; and

- (d) if there is a discrepancy between the written *Tender* price and amount state in numerical figures, the amount stated in writing shall prevail.

14.0 Confidentiality

- .1 All *Tenders* become the property of the *Owner* and will not be returned to the *Tenderer*. All *Tenders* will be held in confidence by the *Owner* unless otherwise required by law. *Tenderers* should be aware the *Owner* is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

15.0 Evaluation

- .1 In exercising its discretion, the *Owner* will have regard to the information provided by the *Tenderer* in the Appendices to the Form of Tender, and may also have regard to any information obtained by the *Owner* in evaluating such *Tender* information, any information obtained by the *Owner* from any other person, firm or corporation relating to their previous experience with the *Tenderer*, as well as the *Owner's* previous relevant experience, if any, with the *Tenderer*. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*:

- (a) the proven experience of the *Tenderer*, senior personnel and any listed subcontractors to be assigned to the *Work*;
- (b) the *Tenderer's* scheduling of the *Work* and ability to complete the *Work* within the Preliminary Construction Schedule including timelines in completing deficiency works;
- (c) the *Tenderers* ability to work effectively with the *Owner*, its consultants and representatives, and the public;
- (d) the *Tenderers* ability to manage and do the *Work* effectively using the name superintendent and submitted subcontractors;
- (e) the *Tenderers* and subcontractors performance on similar projects, including, without limitation, the *Tenderer's* and subcontractor's history with respect to quality of work, scheduling, changes in the work and force account work;
- (f) the *Tenderer's* understanding of the scope of the *Work*; and
- (g) the financial strength and capability of the *Tenderer*.

In no event shall the *Owner* be liable for the *Tenderer's* costs of preparing a *Tender*.

- .2 The *Owner* will not be limited to the criteria referred to above, and the *Owner* may consider other criteria that the *Owner* identifies as relevant during the evaluation process. The *Owner* may apply the evaluation criteria on a

comparative basis, evaluating the *Tenders* by comparing one *Tenderer's Tender* to another *Tenderer's Tender*. All criteria considered will be applied evenly and fairly to all *Tenders*.

16.0 Litigation

- .1 In addition to any other provision of the *ITT*, the *Owner* may, in its absolute discretion reject a *Tender* if the *Tenderer*, or any officer or director of the *Tenderer* submitting the *Tender*, is or has been engaged directly or indirectly in a legal action against the *Owner*, its elected or appointed officers, representatives or employees in relation to any matter, or if the *Owner* has initiated legal action against any officer or director of the *Tenderer*.
- .2 In determining whether or not to reject a *Tender* under this section, the *Owner* will consider whether the litigation is likely to affect the *Tenderer's* ability to work with the *Owner*, its contractors and representatives and whether the *Owner's* experience with the *Tenderer* indicates that there is a risk the *Owner* will incur increased staff and legal costs in the administration of the *Contract* if it is awarded to the *Tenderer*.

17.0 Status Inquiries

- .1 All inquiries related to the status of this *ITT*, including whether or not a *Contract* has been awarded, should be directed to the *Owner's* website and not to the *Owner's* representative.

18.0 Non-Residents

- .1 If the *Contractor* is a non-resident of Canada and does not provide to the *Owner* a waiver of regulation letter, the *Owner* will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the *Contractor*, or
 - (b) the amount required under applicable tax legislation.

- END OF SECTION -

City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART C

FORM OF TENDER

PART C - FORM OF TENDER

City of Surrey (the "Owner")

Contract Name: Fleetwood Community Recreation Centre – Re-Cladding

Reference No.: 1220-020-2017-002

TO OWNER:

1. WE, THE UNDERSIGNED:

- 1.1 have received and carefully reviewed all of the *Tender Documents*, including the Instructions to Tenderers, the Form of Tender, the *Contract Documents*, the *Specifications* and *Drawings*, City of Surrey's Supplementary General Conditions, and the following Addenda, if any:

Addendum No.	Date Issued

Upon submitting a *Tender*, *Tenderers* are deemed to have received all addenda issued and posted on the *Owner's Website* and deemed to have considered the information for inclusion in the *Tender* submitted.

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to Tenderers; and

2. ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all the *Work* and to provide all the labour, Construction Equipment and material all as set out in the *Tender Documents*, in strict compliance with the *Tender Documents*; and
- 2.2 to achieve *Substantial Performance of the Work* on or before _____ . Final completion on or before _____ .
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices listed in Appendix 1, Schedule of Prices, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes Tender comparison, our offer is to perform and complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this *Form of Tender*. Our *Tender Price* is based on the estimated quantities listed in the Schedule of Prices, and includes GST.

3. WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Prices* (if any) are estimated, and that the actual quantities will vary.

PART C - FORM OF TENDER

4. WE CONFIRM:

- 4.1 the following appendices are attached to and form a part of this Tender:
- 4.1.1 Appendix 1 – Schedule of Quantities and Prices
 - Appendix 2 – Separate Prices
 - Appendix 3 – Force Account Labour and Equipment Rates
 - Appendix 4 – Preliminary Construction Schedule
 - Appendix 5 – Tenderer's Experience in Similar Work
 - Appendix 6 – Tenderer's Senior Supervisory Staff
 - Appendix 7 – Subcontractors and Suppliers
- 4.1.2 the Bid Security as required by paragraph 10.1 of Part B - Instructions to Tenderers.

5. WE AGREE:

- 5.1 that this *Tender* will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our *Tender* we will:
- 5.1.1 within 15 *Working Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- (a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - (b) a finalized critical path *Construction Schedule*;
 - (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures, signage and materials used to maintain the *Place of the Work* operations and access to staff and public users of the *Place of the Work*;
 - (d) a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
 - (e) a copy of a WorkSafeBC "clearance letter" and Prime Contractor Designation letter indicating that the *Tenderer* is in WorkSafeBC compliance;

PART C - FORM OF TENDER

- (f) a copy of a valid City of Surrey Business License or Intermunicipal Business License; and
- (g) a completed and signed Certificate of Insurance for the amounts required in the proposed *Contract Documents* as a minimum, naming the Owner as additional insured and generally in compliance with the Owner's sample insurance certificate form available on the Owner's website [Standard Certificate of Insurance](#).

- 5.1.2 within 2 *Working Days* of receipt of written *Notice to Proceed*, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 duly execute and return to the *Owner* the original and three (3) executable copies of a final form CCDC Document No. 2 Agreement between the *Owner* and *Contractor*.

6. WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this *Form of Tender*, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this *Form of Tender*; or
 - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,
then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the bid security shall be forfeited to the *Owner*, in an amount equal to the lesser of:
 - 6.1.3 the face value of the Bid Security; and
 - 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

- END OF PAGE -

PART C - FORM OF TENDER

7. Our Business Address is as follows:

Business Phone: ____ - ____ - ____

Business Fax: ____ - ____ - ____

Business E-mail: _____

GST Registration No.: _____

Name and Title of Contact (for communication related to this Tender):

This Tender is executed this _____ day of _____, 2017.

Contractor:

(Full Legal Name of Corporation, Partnership or Individual)

(Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

PART C - FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

All prices and quotations including the *Tender Prices* shall include all taxes, but shall not include GST. GST shall be shown separately.

Schedule of Quantities and Prices – Summary Sheet

DIVISION No.	TITLE OF DIVISION WORK	AMOUNT
00	Procurement and Contract Requirements	\$
01	General Requirements	\$
02	Existing Conditions	\$
04	Masonry	\$
05	Metal Fabrications	\$
06	Rough Carpentry	\$
07	Modified Bituminous Sheet Waterproofing	\$
07	Thermal Insulation	\$
07	Weather barrier Membranes (Water/Air/Vapour)	\$
07	Wall Panels	\$
07	Miscellaneous Items for Wall Panels	\$
07	Sealants & Caulking	\$
08	Openings	\$
09	Painting	\$
09	Metal Stud Framing	\$
26	Electrical	\$
32	Exterior Improvements	\$
Subtotal (excludes GST):		\$
GST:		\$
TENDER PRICE, including GST:		\$

PART C - FORM OF TENDER

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

For the purposes of comparison of *Tenders* and for subsequent payment, each *Tenderer* should breakdown its total *Tender Price* into the following lump sum items. We certify that the following is an accurate and balanced breakdown of our *Tender Price(s)*. *Work* required, but not specifically mentioned, is included in the item with which it is most closely associated with. Refer to *Drawings* and *Specifications* for a description of the *Work* to be involved in each item.

Line Item	Division/Section of Work	Lump Sum Price
1.0	DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	
	.1 Performance Bond	\$ /\$1,000
	.2 Labour & Material Payment Bond	\$ /\$1,000
	.3 Insurance	\$
	Subtotal:	\$
	(carry this subtotal forward to Summary Sheet)	
2.0	DIVISION 01 - GENERAL REQUIREMENTS	
	.1 General Conditions (Including Permits, Mobilization & Demobilization)	\$
	.2 Fencing, Hoarding of Site	\$
	.3 Security of construction site	\$
	.4 Clean up, turn over	\$
	Subtotal:	\$
	(carry this subtotal forward to Summary Sheet)	
3.0	DIVISION 02 - EXISTING CONDITIONS	
	.1 Demolition & Removal of Existing Stucco & underlying membrane	\$
	.2 Demolition & Removal of Existing Concrete columns & wood overhangs North & West side along walkways	\$
	Subtotal:	\$
	(carry this subtotal forward to Summary Sheet)	
4.0	DIVISION 04 - MASONRY	
	.1 Stone Honeycomb Reinforced Wall Cladding System	\$
	Subtotal:	\$
	(carry this subtotal forward to Summary Sheet)	
5.0	DIVISION 05 - METAL FABRICATIONS	
	.1 Misc. metals, furring channels, fasteners, clips	\$
	.2 Stainless steel bench	\$
	Subtotal:	\$
	(carry this subtotal forward to Summary Sheet)	

PART C - FORM OF TENDER

6.0	DIVISION 06 - ROUGH CARPENTRY .1 Wood blocking, backing, cants, shims, etc. required to complete work	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
7.0	DIVISION 07 - MODIFIED BITUMINOUS SHEET WATERPROOFING .1 Self adhered membrane, peel & stick for flexible flashing	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
8.0	DIVISION 07 - THERMAL INSULATION .1 Semi-rigid insulation - mineral wool .2 Rigid insulation - infill .3 Misc. batt insulation infills with mineral wool batt	\$ \$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
9.0	DIVISION 07 - WEATHER BARRIER MEMBRANES (WATER/AIR/VAPOUR) .1 Two (2) layers 30 minute Building Paper .2 Alternate Product to Building Paper	\$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
10.0	DIVISION 07 - WALL PANELS .1 Low profile corrugated - GALVALUM siding .2 Flat metal panel consealed fastener panels - GALVALUM finsh .3 High Pressure Compact Laminate (HPL) Wall Panels (Pheonolic) - Consealed fasteners - TRESPA .4 Bug screen closure strips - TRESPA .5 Building signage - router into TRESPA panels	\$ \$ \$ \$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
11.0	DIVISION 07 – MISC. ITEMS FOR WALL PANELS .1 Sheet Metal Flashing .2 Misc. Trim, closer strips, flashing clips	\$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)

PART C - FORM OF TENDER

12.0	DIVISION 07 - SEALANTS & CAULKING .1 Sealants & Caulking	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
13.0	DIVISION 08 - OPENINGS .1 Automatic Sliding Doors with operators, supply & install of NEW Automatic Sliding Doors, Clear Anodized Alum frames with glazing with NEW wiring NEW controls .2 Demolish & removal of existing .3 Single glazed 6mm safety glass .4 Double glazed safety glass	\$ \$ \$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
14.0	DIVISION 09 - PAINTING .1 Misc. touch up painting	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
15.0	DIVISION 09 - METAL STUD FRAMING .1 Misc. steel stud framing - for patch & repair	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
16.0	DIVISION 26 - ELECTRICAL .1 New Lighting, fixtures, wiring, misc. electrical items (REFER to Electrical drawings)	\$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)
17.0	DIVISION 32 - EXTERIOR IMPROVEMENTS .1 Tree Protection .2 Demolish & remove landscaping material in work areas .3 Make good landscape area after work complete to accept new material designated by client	\$ \$ \$ Subtotal: \$ (carry this subtotal forward to Summary Sheet)

PART C - FORM OF TENDER

APPENDIX 2 – SEPARATE PRICES

The following is a list of separate prices and forms a part of this Contract, upon the acceptance of any or all of the separate prices. The separate prices are a deduction from or an addition to the total Tender Price and do not include GST. DO NOT state a revised total Tender Price.

LINE ITEM	DESCRIPTION OF <u>OPTIONAL</u> PRICE ITEMS	ADDITION \$ (exclude GST)	DEDUCTION \$ (exclude GST)
.1	ALTERNATE PRODUCT TO TRESPA - SWISSPEARL cement board panel system consealed fastener.	\$	\$
.2	Misc. bug screen closure strips to work with SWISSPEARL alternate	\$	\$
.3	With SWISSPEARL alternate: SUPPLY & INSTALL NEW Building Signage required with backing & attachment to siding	\$	\$
.4	Misc. Trim, closer strips	\$	\$
.5	Handrail Installations – Option A	\$	\$
.6	Handrail Installations – Option B	\$	\$
.7	Existing Mechanical Grilles – Provide separate price to remove & install with new (match existing air flow requirements) grilles same material & finish as existing. Provide summary of price of each grille.	\$	\$

PART C - FORM OF TENDER

APPENDIX 3 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

1. Contractor Labour Rates

Tenderers shall utilize qualified skilled trades personnel on this *Project*.

Tenderers should provide force account labour rates in the table below for all labour categories that will be involved in the *Work*. The labour rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation.

The labour rates provided below are all inclusive and include without limitation, wages, taxes and assessments and benefits payable in accordance with applicable laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of the above, small tools are considered to be any tool worth \$2,000 or less in new value. All other tools should be listed as equipment in the table under item 2 below.

LABOUR CATEGORY	STRAIGHT TIME/HR (exclude GST)	OVERTIME RATE/HR (excluded GST)
.1 Site Superintendent / Site Project Manager	\$	\$
.2 Foreman	\$	\$
.3 Carpenter	\$	\$
.4 Labourer / Helper	\$	\$
.5 Plumber (BCTQ)	\$	\$
.6 Apprentice (or experienced)	\$	\$
.7 Electrician (BCTQ)	\$	\$

PART C - FORM OF TENDER

APPENDIX 3 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

2. Equipment Rates

Tenderers should provide equipment rates for all equipment that will be involved in the *Work*. The equipment rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, operator, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

It is acknowledged by the *Contractor* that if any portion of an hour is spent in performing the *Work* on a force account basis, a pro-rated portion of the force account rate shall only be charged.

CONSTRUCTION EQUIPMENT CLASSIFICATION	HOURLY RATE (exclude GST)	SPECIFY MAKE & MODEL
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

We confirm that the rates quoted above will remain in force until _____, 201_.

(Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT (state tender name and tender number), FORM OF TENDER – PART B.)

PART C - FORM OF TENDER

APPENDIX 4 - PRELIMINARY CONSTRUCTION SCHEDULE

Tenderers should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the *Contract* within the time specified (use the spaces provided and/or attach additional pages, if necessary).

CONSTRUCTION ACTIVITY	Time from Notice to Proceed									
	CONSTRUCTION SCHEDULE IN _____									
(Insert the following milestone dates)	1	2	3	4	5	6	7	8	9	10
General Conditions (Requirements)										
Mobilization May 23, 2017										
Site Works no site work										
Grading										
Commissioning										
Final Clean-up of Site										
<i>Substantial Completion</i>										
Final Completion of the <i>Work</i>										
Project Close-out										

Completion Date: All *Work* on this *Project* is requested to be substantially complete by **October 31, 2017**.

Proposed Disposal Site: _____.

PART C - FORM OF TENDER

APPENDIX 5 – TENDERER’S EXPERIENCE IN SIMILAR WORK

1. TENDERER’S EXPERIENCE

Tenderers should have a minimum of five (5) years proven experience on projects of similar size, scope and complexity.

Year	Description of Contract	Owner’s Name & Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Use the spaces provided and/or attach additional pages, if necessary.

PART C - FORM OF TENDER

APPENDIX 5 – TENDERER’S EXPERIENCE IN SIMILAR WORK

2. SUBCONTRACTOR’S EXPERIENCE

Name of Subcontractor: _____

Year	Description of Contract	Owner’s Name & Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Subcontractor: _____

Year	Description of Contract	Owner’s Name & Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Subcontractor: _____

Year	Description of Contract	Owner’s Name & Telephone Number	Contract Value (\$ Canadian)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Use the spaces provided and/or attach additional pages, if necessary.

PART C - FORM OF TENDER

APPENDIX 6 – TENDERER'S SENIOR SUPERVISORY STAFF

1. TENDERER'S SENIOR SUPERVISORY STAFF EXPERIENCE

Name: _____ Appointment: Project Manager

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Project Superintendent

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name: _____ Appointment: Safety Supervisor

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Note: Qualifications and experience (resumes) should be provided in detail on separate sheets attached to this page. Back-up capability and personnel should be indicated of each category of staffing.

Note: Use the spaces provided and/or attach additional pages, if necessary.

PART C - FORM OF TENDER

APPENDIX 6 – TENDERER’S SENIOR SUPERVISORY STAFF

2. SUBCONTRACTOR’S SENIOR SUPERVISORY STAFF EXPERIENCE

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Name of Subcontractor: _____

Name: _____ Appointment: Project Superintendent

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Use the spaces provided and/or attach additional pages, if necessary.

APPENDIX 7 – SUBCONTRACTORS AND SUPPLIERS

The *Tenderer* proposes to use the following *Subcontractors* and *Suppliers* for the divisions or sections of Work / supply listed below. [Note: It is not necessary for *Tenderer* to list all *Subcontractors* and *Suppliers* that the *Tenderer* proposes to use – only those for the divisions or sections of Work / supply as may be listed below.]

The named *Subcontractors* and *Suppliers* will not be changed without the written approval of the *Owner*.

1. Sub-Trade Section

description of work / supply	Name, address and phone number of <i>Subcontractor</i> / <i>Supplier</i>

2. Equipment Section

<u>Equipment</u>	<u>Manufacturer and Model</u>

The *Owner* reserves the right of approval for each of the *Subcontractors* and *Suppliers*. The *Contractor* will be given the opportunity to substitute an acceptable *Subcontractor* and *Supplier*, if necessary.

Note: Use the spaces provided and/or attach additional pages, if necessary.

City of Surrey

Tender No. 1220-020-2017-002

Fleetwood Community Recreation Centre – Re-Cladding

PART D

DRAFT FORM OF AGREEMENT (Construction Document CCDC-2-2008)

(INCLUDED HERE BY REFERENCE ONLY)

The Agreement between the *Owner* and *Contractor*, the Definitions and the General Conditions shall be based on those contained in **Canadian Construction Document's Committee CCDC 2 Stipulated Price Contract - 2008**, amended and supplemented herein (refer to Part E – **Supplementary General Conditions**).

- END OF SECTION -

City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART E

**SUPPLEMENTARY GENERAL
CONDITIONS**

(Construction Document CCDC-2-2008)

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT CCDC 2 2008

These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 – 2008 edition and form a part of this *Contract*.

In the event of any conflict between the provisions of the Standard Construction Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-4 - CONTRACT PRICE

1. Refer to Article A-4:

Add the following:

- “4.6 The *Contract Price* which is detailed in Appendix B, includes all costs of the *Work*, including, without limitation, all costs incurred in the design and construction of the *Work*, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the *Owner* as specifically set out in this *Contract*, and the *Contract Price* shall include, without limitation:
- .1 all professional design, engineering and construction services and products reasonably necessary to properly perform the *Work* and to permit the *Project* to operate as contemplated following *Substantial Performance of the Work*;
 - .2 all labour and materials;
 - .3 all *Products* incorporated into the *Work* including all other items such as machinery, equipment and fixtures incorporated into the *Work* as and where specified;
 - .4 all permits, fees, licenses and certificates of inspection and insurance in connection with the *Work* required by all authorities having jurisdiction including commercial builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
 - .5 all tests, inspections and approvals of the *Work* as required by the *Contract Documents*;
 - .6 all required soils reports as required by the *Contract Documents*;
 - .7 a *Project* sign mutually agreed to between the *Owner* and the *Contractor*;
 - .8 all warranties as required by the *Contract Documents*;
 - .9 all bonds as required by the *Contract Documents*;
 - .10 completed certificate of insurance acceptable to the *Owner*; and
 - .11 the construction or installation of all off site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the *Project*.

ARTICLE A-5 - PAYMENT

2. Refer to Article A-5.3:

Delete Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

3. New Article A-9:

“ARTICLE A-9 SUPPORT DOCUMENTS REQUIRED

- “9.1 Within 15 days of receipt of the *Owner* letter of intent the *Contractor* shall deliver to the *Owner*:
- (a) proof of all necessary permits, licenses, certificates and other authorizations required by all municipal, provincial or federal authorities, for the *Work* and proof of payment of all applicable fees;
 - (b) a finalized critical path construction schedule;
 - (c) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
 - (d) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures signage and materials used to maintain *Place of the Work* operations; and access to staff and public users of the *Place of the Work*;
 - (e) a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
 - (f) a current clearance letter from Workers' Compensation Board confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
 - (g) a copy of the insurance policies as requested; and
 - (h) a copy of City of Surrey or Intermunicipal Business License.

DEFINITIONS

4. Refer to Paragraph 6:

In the definition of *Contract Documents* immediately before the word “amendments” in the second line, insert the word “written”.

5. Refer to Paragraph 19:

Add at the end of this definition:

“which has been approved by *Owner*.”

6. New Paragraph 27:

Add the following:

“27. Approved Prices

Approved Prices has the meaning set out in GC 4.1.8.”

7. New Paragraph 28:

Add the following:

“28. Cash Allowance

Cash Allowance has the meaning set out in Article A-4.”

8. New Paragraph 29:

Add the following:

“29. Construction Schedule

Construction Schedule has the meaning set out in GC 3.5.1.”

9. New Paragraph 30:

Add the following:

“30. Overhead

Overhead means all costs associated with management, supervision, insurance, bonding, as-built preparation and warranty, administration and supervision at the *Place of the Work* (including the provision of and maintaining office coordination, office costs, supervision, site trailer, telephone service, and long distance charges) courier, permits, insurance and bonding costs (including premium increases), small tools and general office supplies as required for the performance of the *Work*.”

10. New Paragraph 31:

Add the following:

“31. Superintendent

The *Superintendent* is the person or entity identified as such in the Agreement. The term *Superintendent* means the *Contractor’s* authorized representative as designated to the *Owner* in writing.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

11. Refer to GC 1.1.7.1:

Delete entirely and substitute the following:

“1.1.7 If there is a conflict within the *Contract Documents*:

- .1 the order of priority of documents, from highest to lowest, shall be:
 - Agreement between the *Owner* and the *Contractor*,
 - Addenda, if any,
 - Definitions in this *Contract*,
 - Supplementary General Conditions,
 - General Conditions,
 - Appendix A – *Specifications, Drawings* and Reports,
 - Appendix B – Components of the *Contract Price*,
 - Appendix C – Components of the General Requirements,
 - Appendix D – *Construction Schedule*,
 - Appendix E – Schedule of Force Account, Equipment Charge Out Rates, Subcontractors and Product Suppliers,
 - Appendix F – Prime Contractor Designation – Letter of Understanding,
 - Appendix G – Contractor Health & Safety Expectations,
 - Appendix H – Site Safety Plan & Emergency Response -- Information, including Key Personnel of Construction Team,
 - Appendix I – Insurance Endorsement [or, City of Surrey Insurance Policy in the event of Owner provided “Wrap-up Commercial General Liability Insurance],
 - Appendix J – Performance Bond,
 - Appendix K – Labour & Material Payment Bond,
 - Appendix L – Confirmation of Vehicle Insurance, and
 - Appendix M – Workers’ Compensation Board Clearance Letter.
- .2 later dated documents shall govern over earlier documents of the same type.

GC 1.3 RIGHTS AND REMEDIES

12. New GC 1.3.3:

Add the following:

“1.3.3 No inspection, review, approval, consent or any other act or omission on the part of the *Owner* or the *Consultant* shall relieve the *Contractor* of any obligations under the *Contract* to complete the *Work* strictly in conformance with all *Contract Documents*.”

GC 1.4 ASSIGNMENT

13. Refer to GC 1.4.1:

Delete entirely and substitute the following:

“1.4.1 Neither party to the *Contract* shall assign all or any part of the *Contract* without the written consent of the other, which consent may be unreasonably withheld.”

14. New GC 1.5:

“GC 1.5 CONFIDENTIALITY

1.5.1 The *Owner* and the *Contractor* shall keep confidential all matters respecting legal issues relating to or arising out of the *Work* or the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such issues, except in strict confidence to its professional advisors.”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

15. New GC 2.3.8:

Add the following:

“2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the contract documents, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.”

GC 2.4 DEFECTIVE WORK

16. Refer to GC 2.4.1:

Delete entirely and substitute the following:

“2.4.1 If for any reason, including poor workmanship, defective *Products* or materials, and damage to completed *Work*, the *Consultant* rejects *Work* because it fails to conform to the *Contract Documents*, then the *Contractor* shall at the *Contractor's* expense promptly remove such *Work* from the *Place of the Work* and replace re-execute it in accordance with the requirements of the *Contract Documents*. Such remedial work shall include any re-testing reasonably required to establish that the completed *Work* complies with the *Contract Documents*.

17. Refer to GC 2.4.3:

Delete entirely and substitute the following:

“2.4.3 If, in the opinion of the *Owner* or the *Consultant* it is not expedient to correct such defective *Work* or *Work* not performed in accordance with the *Contract Documents*, then the *Owner* or the *Consultant* may direct that such *Work* be left and the *Owner* may deduct from the monies otherwise due to the *Contractor* the difference in value to the *Owner*, considering the *Owner* intended use of the *Work*, between the *Work* as performed and that called for by the *Contract Documents*. The amount of such deduction will be determined in the first instance by the *Owner* upon the recommendation of the *Consultant* If such amount as determined by the *Owner* is not acceptable to either party, then the provisions of Part 8 of the General Conditions – DISPUTE RESOLUTION shall apply.”

18. New GC 2.4.4:

“2.4.4 The *Contractor* shall complete the deficient and incomplete work speedily and at the discretion and convenience of the *Owner*. Acceptance of the *Work* or occupancy of the *Project* or any portion thereof by the *Owner* or the *Consultant* shall not relieve the *Contractor* from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items of work or those hidden deficiencies.”

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

19. New GC 3.1.3:

“3.1.3 The *Contractor* is solely responsible for ensuring that the *Work* is performed in accordance with the requirements of the *Contract Documents*.”

GC 3.5 CONSTRUCTION SCHEDULE

20. Refer to GC 3.5:

Delete entirely and substitute the following:

“3.5.1 The *Contractor* shall within 15 *Working Days* following the award of the *Contract* prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a *Construction Schedule* indicating the planned start and completion dates of the major activities of the *Work*. The *Construction Schedule* shall be in more detail than the preliminary construction schedule and shall indicate completion of the *Work* in compliance with any specified milestone dates, and in conformity with the *Contract Time* and in accordance with the *Contract Documents*. The *Contractor* shall provide the *Construction Schedule* or revised schedules to the *Owner and Consultant* in electronic format and paper copy. Once accepted by the *Owner* and the *Consultant*, the

Construction Schedule submitted by the *Contractor* shall become the baseline construction schedule.”

- 3.5.2 The *Contractor* shall:
- .1 commence the *Work* promptly following the date of execution of this *Contract*; and
 - .2 pursue the *Work* diligently to ensure that each of the milestone events for the completion of each component of the *Work* as identified in the *Construction Schedule*, as amended from time to time in accordance with paragraph 3.5.3 is achieved at or before the time specified therefore in the *Construction Schedule*.
- 3.5.3 The *Contractor* shall prepare and submit to the *Owner* and *Consultant* from time to time as required an update of the *Construction Schedule* to amend the milestone events for the completion of the relevant *Work* provided that no such amendment of the *Construction Schedule* shall amend the *Contract Time* (except to reflect any extension of the *Contract Time* agreed to in writing by the *Owner*).
- 3.5.4 If in the reasonable opinion of the *Owner*, *the Consultant* or *the Contractor* at any time that the actual progress of the *Work* does not conform with the *Construction Schedule*, then, within ten (10) *Working Days* the *Contractor* shall:
- .1 provide the *Owner* and the *Consultant* with a report identifying the reasons for such nonconformity with the *Construction Schedule*;
 - .2 submit to the *Owner* and the *Consultant* for review a revised *Construction Schedule*, which shall:
 - (1) be in accordance with good industry practice;
 - (2) satisfy the design and construction requirements of the *Contract Documents*; and
 - (3) provide for the *Work* to be pursued diligently in accordance with the *Construction Schedule*.
- 3.5.5 The *Owner* or *the Consultant* may at any time as a *Change* request a revision to the *Construction Schedule* to accelerate the performance of the *Work* or any component thereof.
- 3.5.6 The *Owner* or the *Consultant* may, at any time, give written direction to the *Contractor* for the *Contractor* to accelerate the *Work*, in which event the *Contractor* will use reasonable best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* or *Consultant* the *Contractor* is behind the approved *Construction Schedule* due to a cause within the *Contractor's* control, then the cost of such acceleration shall be borne by the *Contractor*. If at such time the *Contractor* is not behind the *Construction Schedule*, or is not behind due to a cause within the *Contractor's* control, then the cost of such acceleration shall be for the account of the *Owner*.”

GC 3.6 SUPERVISION

21. Refer to GC 3.6.1:

Delete entirely and substitute the following:

“3.6.1 The *Contractor* shall employ a *Superintendent* at the *Place of the Work* who shall have the responsibility to ensure that the *Work* is performed in compliance with the *Contract Documents*. The *Contractor* shall also employ necessary assistants for the *Superintendent* and the *Superintendent* and assistants shall be in attendance at the *Place of the Work* while *Work* is being performed.”

22. Refer to GC 3.6.2:

Delete entirely and substitute the following:

“3.6.2 The *Superintendent* shall represent the *Contractor* at the *Place of the Work* and instructions given to the *Superintendent* by the *Owner* or the *Consultant* shall be held to have been given to the *Contractor*.”

23. New GC 3.6.3:

Add the following:

“3.6.3 If the competence or performance of the *Superintendent* is not satisfactory to the *Owner* or the *Consultant* then, on written request from the *Consultant*, the *Contractor* shall provide a satisfactory replacement. The *Contractor* shall not change the *Superintendent* without the consent of the *Owner* or the *Consultant*, such consent not to be unreasonably withheld.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

24. Refer to GC 3.7.2:

Add the following at the end:

“The *Contractor* shall not employ any *Subcontractor* or *Supplier*, or change a *Subcontractor*, or *Supplier* without the written approval of the *Owner*, which approval will not be unreasonably withheld.”

25. Refer to GC 3.7.4:

In line 2 after the words “required change”, add the following words:

“provided the parties shall not dispute.”

GC 3.8 LABOUR AND PRODUCTS

26. New GC 3.8.4:

Add the following:

“3.8.4 Immediately upon receiving from the *Consultant* a written notice stating the *Consultant’s* reasonable objection to the work conduct of any superintendent, foreman or worker at the *Place of the Work*, the *Contractor* will remove such persons from the *Place of the Work*.”

GC 3.10 SHOP DRAWINGS

27. New GC 3.10.13, 3.10.14 and 3.10.15:

“3.10.13 Unless specifically required by the *Contract Documents*, it is intended that the *Drawings* provided by the *Contractor* are sufficiently complete to permit the *Contractor* to proceed with the *Work*, and that *Shop Drawings* are required to show details such as fabrication methods, connections or other details that are not customarily included in *Drawings* provided by an owner for work similar to the *Work*.

3.10.14 The *Consultant* may require that a *Shop Drawing* be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the *Shop Drawing* has been prepared in compliance with applicable codes and design standards and good engineering practice.

3.10.15 If the *Owner* or the *Consultant* requires the review and stamping by a Professional Engineer of *Shop Drawings* that are of a type which, according to usual construction practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid by the *Owner*.”

GC 3.11 USE OF WORK

28. New GC 3.11.3:

Add the following:

“3.11.3 The *Owner* reserves the right to take possession of and use any completed or partially completed portion of the building, regardless of the time of completion of the entire *Work*, providing that doing so does not interfere with the *Contractor’s Work*. Such taking possession or use of the buildings or part thereof shall not be construed as *Substantial Performance* of the *Work* or part thereof, or as final certificate for payment, or as an acknowledgement of fulfillment of the *Contract*.”

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

29. Refer to GC 4.1.2:

Delete entirely and substitute the following:

“4.1.2 The *Contract Price*, which includes the *Cash Allowances*, includes the *Contractor’s Overhead* and profit.”

30. Refer to GC 4.1.3:

After the word “authorized” insert the words “in advance”. Add the following at the end:

“When *Cash Allowance* are converted to *Approved Prices* any documents, *Drawings, Specifications* that are the basis of the solicitation revising *Cash Allowances* to *Approved Prices* are listed in the *Change Order* as an addition to the *Contract Documents*.”

31. Refer to GC 4.1.4:

Delete the last sentence entirely that for reference reads “Multiple cash allowances...the foregoing.”

32. New GC 4.1.8:

Add the following:

“4.1.8 The components of the *Contract Price* set out in Appendix B – *Contract Price*, are substantially as follows:

- .1 the total scope of the *Work* has been divided into the line items as set out in column #2 of Appendix B – *Contract Price*. All elements of the *Work* will be allocated, without duplication, to one of the line items, regardless of the description listed in column #2;
- .2 a cash allowance (each a “*Cash Allowance*”) has been determined for certain line items as set out in column #3 of Appendix B – *Contract Price*, which represents the parties’ best estimate for the cost of performing the *Work* related to a line item;
- .3 the *Contractor* will not proceed with the *Work* related to a given *Cash Allowance* line item without the *Owner* prior written approval, and will not be entitled to any payment for such *Cash Allowance* line item prior to the *Owner* agreeing to an approved fixed price (the “*Approved Price*”) for that line item;
- .4 expenditure of *Cash Allowances* is to be directed as per GC 6.2 *Change Order* or GC 6.3 – *Change Directive*, at the *Owner* directive. All *Work* under *Cash Allowances* are to be competitively bid (generally at least 3 quotations) unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on

- expenditures towards the *Cash Allowance* including unallocated amounts;
- .5 when *Cash Allowance* are converted to *Approved Prices* any documents, *Drawings*, *Specifications* that are the basis of the solicitation revising *Cash Allowances* to *Approved Prices* are listed in the *Change Order* as an addition to the *Contract Documents*;
 - .6 the *Approved Prices*, when approved, will be inserted into column 4 of Appendix B – *Contract Prices*, and as full payment for the performance of such *Work*, the *Approved Price* will be included in the *Contract Price* (in substitution for the *Cash Allowance* for that line item), and paid by the *Owner* in accordance with the terms of this *Contract*. For certainty the *Cash Allowances* are intended to be indicative and the *Contractor* will not be entitled to payment of any *Cash Allowance* amount;
 - .7 for certainty an *Approved Price* may change the *Contract Price* but does not change the *Contract Time*; and
 - .8 the *Owner* agrees to use its best commercial efforts to review and agree on proposed *Approved Prices* within fifteen (15) *Working Days* of submission for approval by the *Contractor*.”

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

33. Refer to GC 5.1:

Delete entirely.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

34. Refer to GC 5.2.3:

Add the following at the end:

“The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for the *Work* performed pursuant to a *Change Order*. No payment for extras or changes of the *Work* will be made before the issuance of the applicable *Change Order*.”

GC 5.3 PROGRESS PAYMENT

35. Refer to GC 5.3.1.3:

Delete entirely and substitute the following:

“.3 the *Owner* to make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 30 days after the date on which the invoice is delivered to the *Owner*.”

36. New GC 5.3.2:

Add the following:

“5.3.2 Defects and Deficiencies: In addition to other holdbacks as provided by the *Contract Documents*, when considering *Substantial Performance of the Work*, the *Owner* may hold back from payments otherwise due to the *Contractor* 200% of a reasonable estimate, as determined by the *Consultant* on account of deficient or defective *Work*. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the certificate for payment.”

37. New GC 5.3.3:

Add the following:

5.3.3 Incomplete *Work*: If after *Substantial Performance of the Work* is achieved the *Contractor* is unable to complete any of the *Work* because of climatic or other conditions beyond the *Contractor's* reasonable control then the *Owner* may hold back from payments otherwise due to the *Contractor* the amount as estimated by the *Consultant* in consultation with the *Contractor* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.

38. New GC 5.3.4:

Add the following:

“5.3.4 Filed Builder Liens: The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 15% as security for costs. The *Owner* may, at its option, after 5 days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

39. Refer to GC 5.4.1:

Delete entirely and substitute the following:

“5.4.1 When the *Contractor* considers that there has been *Substantial Performance of the Work*, the *Contractor* shall prepare and submit to the *Consultant* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work*. In particular, the *Contractor* shall submit the following documents with its request for review by the *Consultant* to establish *Substantial Performance of the Work*.

- .1 the list of all deficient and incomplete items of *Work* including the estimated value of each item;
- .2 complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 a complete demonstration of all mechanical and electrical systems and electrically-operated devices to the *Owner* operating and maintenance staff and any training required by the specifications, to the *Owner* satisfaction;
- .4 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties required under the provision of this *Contract*, whether originating from the Contractor or Subcontractors or Suppliers;
- .5 a complete set of marked up construction *Drawings* and *Shop Drawings* and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;
- .6 a current clearance letter from Workers' Compensation Board confirming that the *Contractor* is in good standing with and that all required remittances and assessments have been made to the Workers' Compensation Board;
- .7 a statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 a survey of the *Place of the Work* prepared by a British Columbia Land Surveyor confirming the exact area of the <<insert information>> and the lot dimensions and confirming that the position of the <<insert information>>, the side, front and back setbacks, building heights and finish grades comply with all municipal requirements; and
- .9 all keys required for the entire *Project*.

40. New GC 5.4.4:

Add the following:

"5.4.4 No later than twenty-five (25) days following issuance of the certificate of *the Substantial Performance of the Work*, the *Contractor* shall provide to the *Owner* all service contracts, manufacturer's inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the *Contract Documents*. These requirements do not limit the *Contractor's* obligations for *Substantial Performance of the Work* noted elsewhere in the *Contract*."

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

41. Refer to GC 5.5.3:

Delete entirely.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

42. New GC 5.6.4:

Add the following:

“5.6.4 The *Contractor* will provide all necessary documentation reasonably required by the *Consultant* to determine amounts of such subcontract work and verify substantial performance of such subcontract work.”

GC 5.7 FINAL PAYMENT

43. Refer to GC 5.7.4:

Delete “no later than five (5) days after the issuance of a final certificate for payment” and substitute with “on or before 30 days after the date on which the invoice is delivered to the *Owner*.”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

44. New GC 6.2.3:

Add the following:

“6.2.3 If the method of valuation, measurement, change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Consultant* in the first instance will determine the method of valuation, measurement, the change in *Contract Price* and *Contract Time* and the *Contractor* shall promptly proceed with the change. The *Contractor* may dispute the *Consultant's* determinations as specified in GC 8.2.”

45. New GC 6.2.4:

Add the following:

“6.2.4 The *Contractor* will not be entitled to any *Overhead* or profit on *Change Orders* dealing with *Cash Allowances* specified in the *Contract*.”

46. New GC 6.2.5:

Add the following:

“6.2.5 The value of a change in the *Work* shall be determined by one or more of the following methods:
(a) by estimate and acceptance in a lump sum; or
(b) by unit prices as set out in the *Contract*, or subsequently agreed

- upon; or
- (c) by actual cost and an allowance for *Overhead* and profit as follows:
1. *Contractor's Overhead* and profit on expenditures from *Cash Allowances*, shall be included in the *Contract Price*, except the *Contractor* is entitled to additional *Overhead* and profit only on the portion of the change greater than the *Cash Allowance*. If the change is less than the *Cash Allowance* the *Contract Price* shall be decreased by the amount of the change without adjustment for the *Contractor's Overhead* and profit;
 2. for changes in the *Work* not covered by *Cash Allowances*:
 - (i) if there is no increase or decrease in the *Contract Price* the *Contractor* is not entitled to any *Overhead* and profit on the change;
 - (ii) if the *Contract Price* is increased, the *Contractor* is entitled to an additional:
 - .1 10% *Overhead* and profit on *Work* performed directly by the *Contractor*, and
 - .2 5% on *Work* performed by the *Subcontractor*, only on the portion of the increase in the *Contract Price*, and
 - .3 0% on design services and work performed by the *Contractor's* consultants;
 - (iii) if the *Contract Price* is decreased by the change the *Contractor* is not entitled to *Overhead* and profit on the reduction in the *Contract Price*;
 3. the *Subcontractor* or the sub-subcontractor *Overhead* and profit shall be 5% of the actual cost of all *Subcontractor's* or sub-subcontractor's changes in the *Work*; and
 4. where the change involves the substitution of one type of *Work* and/or *Product* for another the actual cost of the change, shall be the net difference in the actual cost without any entitlement to *Overhead* and profit.”

GC 6.3 CHANGE DIRECTIVE

47. Refer to GC 6.3.6:

Delete entirely.

48. Refer to GC 6.3.7:

In line 1 (which for reference reads “The cost of performing...actual cost of the following:”) insert the words “not including *Overhead* and profit” between the words “cost of”.

49. Refer to GC 6.3.7.7:

Delete entirely.

GC 6.5 DELAYS

50. Refer to GC 6.5.5:

In line one delete the words “If no schedule is made under paragraph 2.2.13 of GC 2.2 – ROLE OF THE CONSULTANT, then”

51. New GC 6.5.6, 6.5.7, 6.5.8, 6.5.9, and 6.5.10:

Add the following:

- “6.5.6 If the *Contractor* is delayed in the performance of the *Work* by its own acts or omissions, or those of its employees, agents or subcontractors, then the *Contractor* will not be entitled to any time extension or reimbursement as a result of such delay.
- 6.5.7 If the *Contractor* gives written notice of delay then as part of the *Work* the *Contractor* shall keep records of all actual costs relating to the delay.
- 6.5.8 In no event shall the *Contractor* be entitled to any extension of the *Contract Time*, or increase in the *Contract Price* on account of any delay costs:
- (a) for any delay that occurs more than 10 *Working Days* prior to the notice in writing;
 - (b) for any delay for which the *Contractor* has not kept and submitted the records;
 - (c) for any delay caused by any matter or condition that the *Contractor*, in proceeding with the *Work*, has covered or made in accessible for investigation by the *Consultant*; and
 - (d) for any delay pursuant to GC 6.5.6.
- 6.5.9 In the event of any delay the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor's* entitlement to an extension of the *Contract Time* and reimbursement of delay costs.
- 6.5.10 If the *Contractor* fails to meet the date for *Substantial Performance of the Work* as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:
- (a) as a genuine pre-estimate of the *Owner* increased costs for the *Consultant* and the *Owner* own staff caused by such delay an amount of \$500.00 per day for each calendar day that actual *Substantial Performance of the Work* is achieved after the date for *Substantial Performance of the Work*; plus
 - (b) all direct out-of-pocket costs, such as costs for safety, security or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (a) and (b) then any shortfall shall immediately,

upon written notice from the *Owner*, and upon *Substantial Performance of the Work*, be due and owing by the *Contractor* to the *Owner*.”

52. New GC 6.7:

“GC 6.7 ACCELERATION

- 6.7.1 If the *Consultant* determines that, because of the *Contractor’s* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date of *Substantial Performance of the Work* (as may be adjusted pursuant to the *Contract Documents*) then the *Contractor* shall, upon written notice from the *Consultant*, at the *Contractor’s* own cost take all reasonable measures to accelerate the *Work* so as to conform to the *Construction Schedule* and meet the date for *Substantial Performance of the Work*.
- 6.7.2 If the *Consultant* determines that, because of reasons other than the *Contractor’s* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date for *Substantial Performance of the Work* (as maybe adjusted pursuant to the *Contract Documents*), or if the *Owner* desires to accelerate the *Work* to achieve early completion of the *Work*, then on written notice from the *Consultant* the *Contractor* shall accelerate the *Work* as may be directed by the *Consultant*, at the *Owner* cost, such acceleration to be a *Change* to which the provisions of Part 6 shall apply.
- 6.7.3 If the *Consultant* has not directed the *Contractor* to accelerate the *Work* at the *Owner* cost, the *Contractor* shall not be entitled to claim any payment on account of acceleration costs unless the *Contractor* has given prior written notice to the *Consultant* setting out that the *Contractor* intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not, by itself, entitle the *Contractor* to payment of such costs.
- 6.7.4 If the *Contractor* accelerates the performance of the *Work* because of a direction given pursuant to GC 6.7.1, or for the *Contractor’s* own benefit, then the *Owner* may claim all reasonable costs incurred as a result of such acceleration, including additional costs of the *Consultant*, staff costs or other costs.”

PART 7 DEFAULT NOTICE

GC7.1 OWNER RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

53. New GC 7.1.7:

- “7.1.7 If the *Owner* terminates the *Contractor’s* right to continue with the *Work* in whole or in part, or terminates the *Contract*, the *Contractor* shall at the *Contractor’s* expense, safeguard the *Work* then completed and the materials and equipment then delivered to the *Place of the Work* and do such other extra work as may be ordered by the *Owner* or *Consultant* for the purpose of

leaving the *Work* in a safe condition.”

PART 8 DISPUTE RESOLUTION

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

54. .2 Revise the heading, “**NEGOTIATION, MEDIATION AND ARBITRATION**” to read, “**NEGOTIATION, MEDIATION AND LITIGATION**”

55. Refer to GC 8.2.6:

Delete entirely and substitute the following:

“8.2.6 If both parties consent in writing to settle the dispute by arbitration then either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided by CCDC 40 in effect as of the date of the *Contract*. The arbitration will be conducted in British Columbia. If the parties do not both consent to arbitration then either party will be free to enforce its rights by litigation.”

56. Refer to GC 8.2.7:

Delete Entirely.

57. Refer to GC 8.2.8:

Delete Entirely.

GC 8.3 RETENTION OF RIGHTS

58. Refer to GC 8.3.2:

Delete all words following “...jurisdiction of the *Place of the Work*”.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC9.1 PROTECTION OF WORK AND PROPERTY

59. Refer to GC 9.1.1:

Delete entirely and substitute the following:

“9.1.1 The *Contractor* shall protect the *Work* and the *Owner* property and property adjacent to the *Place of the Work* from damage which may arise as a result of the *Contractor’s* operations under the *Contract*, and the *Contractor* shall be responsible for such damage as provided for in the *Contract*.”

GC9.2 TOXIC AND HAZARDOUS SUBSTANCES

60. Refer to GC 9.2.1:

Delete entirely and substitute the following:

"For the purposes of applicable environmental legislation, the *Owner* will be responsible for toxic or hazardous substances and materials present at the *Place of the Work* at the commencement of the *Work*. The *Contractor* will be responsible for toxic or hazardous substances brought onto the *Place of the Work* after commencement of the *Work*."

61. Refer to GC 9.2.2:

Delete entirely.

62. Refer to GC 9.2.3:

Delete entirely.

63. Refer to GC 9.2.4:

Delete entirely.

64. Refer to GC 9.2.5:

Delete entirely and substitute the following:

"9.2.5 If the *Contractor*

- .1 encounters toxic or hazardous substances at the *Place of the Work*;
or
- .2 has reasonable ground to believe that toxic or hazardous substances are present at the *Place of the Work*; which were not identified in the *Contract Documents* then the *Contractor* will:
 - (1) take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person's exposure to any toxic or hazardous substances exceeds the exposure permitted by applicable law; and
 - (2) immediately report the circumstances in writing to the *Owner and the Consultant* in writing."

65. Refer to GC 9.2.6:

Delete entirely and substitute the following:

"9.2.6 The *Owner* in consultation with the *Contractor* will retain a qualified independent expert to investigate and provide an opinion on:

- .1 the necessary steps required by applicable legislation to remove and dispose of any toxic or hazardous substances at the *Place of the Work* that must be moved in order to proceed with the *Work*; and
- .2 whether such toxic or hazardous substances were present prior at the *Place of the Work* prior to the commencement of the *Work*, or whether they were brought to the *Place of the Work* by the *Contractor*."

66. Refer to GC 9.2.7:

Delete entirely and substitute the following:

- “9.2.7 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible:
- .1 the *Contractor* will within ten (10) *Working Days*, prepare and deliver to the *Owner* or the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* or *Consultant* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Consultant*, the *Contractor* will promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 the *Contractor* will make good any damage to the *Work*, the *Owner* property or property adjacent to the *Place of the Work* as provided in GC 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .4 the *Owner* will reimburse the *Contractor* for the costs of all steps taken pursuant to GC 9.2.5 and 9.2.7; and
 - .5 the *Owner* will extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in GC 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, if any.”

67. Refer to GC 9.2.8:

Delete entirely and substitute the following:

- “9.2.8 If the *Owner* and *Contractor* agree, or if the expert referred to in GC 9.2.6 determines, that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible the *Contractor* will:
- .1 within ten (10) *Working Days*, to prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* will, within five (5) *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* or the *Consultant* did not approve the plan, or such dates as otherwise agreed to;
 - .2 having received approval from the *Owner* or the *Consultant*, promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
 - .3 make good any damage to the *Work*, the *Owner* property or property

- adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY; and
- .4 reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6.”

GC 9.5 MOULD

68. Refer to GC 9.5.2:

In line 2, after the words “*Contractor’s* operations under the *Contract*” insert the words “or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible in law,”

69. Refer to GC 9.5.3:

Delete entirely and substitute the following:

- “9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was not caused by the *Contractor’s* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible in law:
- .1 the *Contractor* shall take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 the *Contractor* shall make good any damage to the *Work*, the *Owner* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken pursuant to paragraphs 9.5.3.1 and 9.5.3.2; and
 - .4 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay.”

PART 10 GOVERNING REGULATIONS

GC10.1 TAXES AND DUTIES

70. New GC 10.1.3:

Add the following:

- “10.1.3 Where documentation may be required for tax refund purposes, the *Contractor* shall be responsible for providing the *Owner* with such invoices and records as may be necessary to substantiate the amount of tax paid during the performance of the *Work* for which the *Owner* may lawfully claim exemption.”

PART 11 – INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

71. Delete all clauses in GC 11 entirely and substitute with the following:

“11.1.1 The *Contractor* will procure and, during the progress of the Work, maintain Commercial General Liability Insurance adding the *Owner* and the *Owner’s Consultant* as additional insureds. A valid Certificate of Insurance, approved by the *Owner’s Risk Management Division*, shall be provided prior to the commencement of the *Work*.

The *Contractor* shall notify the *Owner’s Consultant* and *Owner* immediately where an incident occurs that may give rise to a claim. Where an accident occurs that gives rise to a claim, the *Contractor* shall, at the *Contractor’s* cost, provide notices, proofs of loss and such other documentation as the insurer may require for processing the claim under the CGL

(a) Commercial General Liability Insurance (CGL)

- 1) The *Contractor* shall provide Commercial General liability coverage for losses arising out of operations of the *Contractor* including bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the *Contract*, in an amount not less than \$5,000,000 per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:
 - .01 Broad Form Property Damage Liability
 - .02 Premises and Operations Liability
 - .03 Elevator and Hoist Liability (as applicable)
 - .04 Broad Form Products and Completed Operations Liability
 - .05 Blanket Contractual Liability
 - .06 Contingent Employer’s Liability
 - .07 Non-owned Automobile Liability
 - .08 Cross Liability Clause
 - .09 Employees as additional insureds
 - .10 Sudden and Accidental Pollution Liability (\$2,000,000)
 - .11 Medical Payments Coverage
 - .12 Fire Fighting Expense Coverage
 - .13 Excavation, pile driving, shoring, blasting, underpinning and/or demolition work included (as required)
- 2) The CGL will also include 24 months of completed operations coverage which will commence upon *Substantial Performance of the Work*.
- 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.
- 4) The *Contractor* shall ensure that all sub-contractors provides and maintain CGL coverage with limits and terms as specified in

para 1 and name the *Owner* and the *Owner's Consultant* as additional insureds. The *Owner* reserves the right to request copies of the Certificates of Insurance from the *Subcontractors*.

(b) Contractors Equipment

- 1) The *Contractor* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the *Contract* "all risks" insurance covering all *Construction Equipment* owned or rented by them for which they may be responsible.

(c) Aircraft and Watercraft

- 1) If Aircraft are used in connection with the *Work* performed under the *Contract*, the *Contractor* shall obtain, and provide evidence to the *Owner*, that Aircraft Liability Insurance is carried on all owned and non-owned aircraft used by the *Contractor* with limits of liability of not less than \$5,000,000 inclusive per occurrence for bodily injury (including passengers), personal injury, death and/or damage to or destruction of property, including loss of use thereof. Such Aircraft Liability Insurance shall contain a cross liability clause by which the liability of any one insured to another insured will be covered as though separate policies were issued to each.
- 2) If any Watercraft are used in connection with the *Work* performed under the *Contract* and such watercraft are not small watercraft as defined in and included under the CGL Policy procured by the *Owner*, the *Contractor* shall obtain, and provide evidence to the *Owner*, that (1) Protection and Indemnity Insurance including Pollution Liability and (2) Hull and Machinery Insurance is carried on all owned or non-owned watercraft used by the *Contractor* with Limits of Liability of not less than \$5,000,000 inclusive per occurrence.
- 3) The *Contractor* shall ensure the *Contractor*, the *Owner*, the *Owner's Consultant*, and their respective officers, directors, employees, consultants and agents, are added as Additional Insureds to both these policies.

(d) Marine Cargo Insurance (if applicable)

- 1) Except to the extent that the *Owner* in its sole discretion otherwise expressly agrees in writing to procure some or all marine cargo insurance, if ocean marine cargo is used the *Contractor* and each *Subcontractor* shall insure all materials, equipment or other property to be supplied pursuant to the *Contract*, or used in the performance of the *Contract*, and which requires to be transported as ocean marine cargo for their full replacement value subject to the conditions of the Institute

Cargo Clauses (All Risks), including war and strikes extension, and including transits and storage where applicable. In addition, if an entire vessel is chartered for shipping equipment then Charterer's Liability insurance shall be provided, in amounts sufficient to protect and indemnify the *Contractor* and its *Subcontractors* of all liability arising out of the chartering of such vessel.

(e) Motor Vehicles

- 1) The *Contractor* and each *Subcontractor* shall, at its own expense, obtain and maintain until completion of the Contract such insurance as will protect such *Contractor* or *Subcontractor* (and others driving any motor vehicles with their consent) against the liability imposed by law upon such *Contractor* or *Subcontractor* or other person, for loss or damage including without limitation property damage, personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work, on and off the site, whether owned, rented, leased, borrowed or otherwise by such *Contractor* or *Subcontractor*.
- 2) Without restricting the generality of the foregoing, the *Contractor* and all *Subcontractors* shall provide Standard Owner Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance as provided by the Insurance Corporation of British Columbia ("ICBC") in accordance with the Automobile Insurance Act, with minimum inclusive limits for bodily injury and property damage (third party) of not less than \$3,000,000. If the *Contractor* or its *Subcontractors* have equivalent insurance from an insurer other than ICBC, such insurance shall provide no less coverage than that provided by ICBC in accordance with the foregoing.
- 3) A confirmation of Insurance (APV47), or equivalent form acceptable to the *Owner*, shall be provided by the *Contractor* and each *Subcontractor*.

(f) Other Insurance

- 1) The *Contractor* and each *Subcontractor* shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.
- 2) The *Contractor* at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the *Owner* as the *Contractor* considers necessary to fully protect and indemnify the *Contractor* against any liability in excess of the coverage provided pursuant to the aforesaid policies procured by the *Owner*.

(g) Additional Insureds and Waiver of Subrogation

- 1) All insurance provided by the *Contractor* and the *Subcontractors*, other than Workers' Compensation, Automobile insurance and professional errors and omissions insurance, shall:
 - .01 have added as additional insureds the *Owner*, the *Owner's Consultant*, the *Contractor* and their respective consultants and subcontractors engaged in any part of the performance of the *Contract*, and their respective directors, officers, employees, servants, agents, partners, parents, subsidiaries, affiliated or related firms;
 - .02 contain a waiver of subrogation as against all Additional Insureds;
 - .03 contain a breach of warranty provision whereby a breach of a condition by the *Contractor* or any *Subcontractor* will not eliminate or reduce coverage for any other insured; and
 - .04 except for any excess Commercial General Liability insurance, be primary insurance with respect to any similar coverage provided by insurance procured by or available to the *Owner*.

(h) Cancellation

- 1) All insurance provided by the *Contractor* and the *Subcontractors*, other than workers' compensation and automobile insurance, shall contain endorsements on the following terms:

“NOTICE: It is hereby understood and agreed that this policy will not be cancelled or reduction in applicable limit without the Insurer(s) giving at least thirty (30) days prior written notice by Registered Mail to the Owner (add the City's contact name and address here).”

12.0 Deductibles

- 12.1 All deductibles will be paid by the *Contractor*, except for claims arising out of damage caused by earthquake or floods (provided that for floods caused or worsened by the activities of the *Contractor*, the *Contractor* shall pay the deductible) and except to the extent that claims arise out of the negligence of the *Owner*, in which case the *Owner* will pay only that proportion of the deductible which represents the proportion of contributory fault of the *Owner*.

72. Refer to GC 11.1.2:

Delete entirely and substitute the following:

“11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the *Work* until the date of

final certificate for payment.”

73. Refer to GC 11.1.3:

Delete entirely and substitute the following:

“11.1.3 The *Contractor* shall, upon request, provide the trade contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the *Contractor* prior to commencement of the *Work*.”

74. Refer to GC 11.1.4:

Delete entirely and substitute the following:

“11.1.4 The *Contractor* and/or his *Subcontractors*, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.”

75. Refer to GC 11.1.5:

Delete entirely and substitute the following:

“11.1.5 The *Contractor* shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section.”

76. Refer to GC 11.1.6:

Delete entirely and substitute the following:

“11.1.6 The *Contractor* shall provide the *Owner* with proof of insurance for those insurances required to be provided by the *Contractor* prior to the commencement of the *Work* in the form of a completed Certificate of Insurance.”

77. Refer to GC 11.1.7:

Delete entirely and substitute the following:

“11.1.7 The *Owner* shall not be responsible for any injury to the *Contractor*'s employees or for loss or damage to the *Contractors* or to a *Contractor*'s employees', machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time-to-time, or at the termination of the *Contract*, be removed from the premises. The *Contractor* hereby waives all rights of recourse against the *Owner* or any other *Contractor* with regard to damage to the *Contractor*'s property.”

78. New GC 11.1.9:

Add the following:

"11.1.9 Notwithstanding GC 12.1, the *Contractor*, its *Subcontractors*, *Suppliers* and their respective officers, directors, employees, *Consultants* and agents shall not be liable to the *Owner* by reason of breach of *Contract* or in tort, for the following types of loss or damage:

- .1 Loss of use, whether complete or partial, of the Work or existing facilities of the Owner;
- .2. Loss of Product;
- .3 Loss of profit or loss of revenues;
- .4 Any special, indirect, incidental or consequential loss or damage; and
- .5 Any resultant bodily injury or physical injury to tangible property owned by the *Owner* (including the *Work*) or any third party, including all resultant loss of use of that property or loss of use of tangible property that is not physically injured, arising out of the work of, or *Product* used by, the *Contractor*, whether such work was faulty or not and whether such *Product* was defective or not, (except that the *Contractor* shall be liable for the cost of replacing its faulty work or defective *Product* as provided by the terms of this *Contract*) except to the extent of amounts recoverable under a policy or policies of insurance required to be maintained by the *Contractor*, or provided by the *Owner*, pursuant to the provisions of this *Contract*."

GC 11.2 CONTRACT SECURITY

79. Refer to GC 11.2.2:

Delete entirely.

80. New GC 11.2.3, GC 11.2.4, GC 11.2.5, GC 11.2.6, GC 11.2.7 and GC 11.2.8:

Add the following:

"11.2.3 The *Contractor* shall furnish a performance bond in an amount equal to 50% of the *Contract Price*, to cover the faithful performance of the *Contract* including the corrections after final payment as provided for in the *Contract Documents* and the payment of all obligations arising under the *Contract* or as a result of any default, delay, neglect, or wrongful act of the *Contractor* and including the payment of all resulting legal and engineering expenses incurred by the *Owner* in the event of any default, delay, neglect or wrongful act by the *Contractor*.

11.2.4 The *Contractor* shall, throughout the term of the *Contract*, advise the surety of all changes to the *Contract Price* or the nature of the *Work* so that the bond may be revised if necessary. The *Contractor* shall furnish the *Owner* with a copy of each revision to the bond

- 11.2.5 The performance bond should be in the Standard Construction Document form CCDC 221, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour the *Owner* by a surety who is approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.
- 11.2.6 At the time of the *Contract* is executed, the *Contractor* shall deliver to the *Owner* a fully executed labour and material payment bond in an amount equal to 50% of the *Contract Price*.
- 11.2.7 The labour and material payment bond should be in the Standard Construction Document form CCDC 222, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of the *Owner* by a surety who is approved by the *Owner* and who is licensed to transact the business of a surety in British Columbia.
- 11.2.8 The cost of the performance bond and the cost of the labour and material payment bond shall be included in the *Contract Price*.”

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTY

GC 12.3 WARRANTY

81. New GC 12.3.7:

Add the following:

“12.3.7 Where specific warranties or guarantees are required by the *Contract Documents* relating to the *Work* and including without limitation those relating to any fixtures, improvements, appliances, equipment or other chattels for the *Project*, the *Contractor* shall secure such warranties or guarantees from the *Subcontractors* and *Product Suppliers* and they shall be assigned to or addressed to and in favour of the *Owner*. The *Contractor* shall cooperate and assist in the enforcement of such warranties or guarantees. The *Contractor* shall deliver the originals plus two copies of such warranties or guarantees to the *Owner* upon *Substantial Performance of the Work*.”

- END OF SECTION -

City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART F

SPECIFICATIONS (PROJECT)
**(Includes Specifications Index
– Divisions of Work)**

PART E- SPECIFICATIONS (PROJECT)

The following is an exact and complete list of the Specifications (Project) which are specific to this project, form part of the Contract.

SPECIFICATION INDEX

Supplementary specifications follow:

Section	Title
00 00 10	Table of Contents
01 00 00	City of Surrey General Requirements Division
02 41 99	Demolition Minor Works
04 42 00	Granite Stone Panels
06 10 00	Rough Carpentry
07 21 00	Thermal Insulation
07 25 00	Weather Barrier (Air Water Vapour)
07 42 00	TRESPA-METEON Concealed Fasteners
07 62 00	Sheet Metal Flashing Trim
07 92 00	Sealants & Caulking
08 42 29	AutoMatic Sliding Doors
08 80 00	Glazing
09 22 16	Metal Stud Framing
09 91 00	Painting
32 11 50	Tree Protection

These Specifications may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the *Tenderer*.

In the URL, or address field at top, enter the following address: <https://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login"

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2017-002

- END OF SECTION -

City of Surrey

Tender No. 1220-020-2017-002

**Fleetwood Community Recreation Centre
– Re-Cladding**

PART G

DRAWINGS

PART G – DRAWINGS

The following is an exact and complete list of *Drawings*. These may be viewed and/or obtained at the *Owner's* Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the *Tenderer*.

In the URL, or address field at top, enter the following address: <https://mft.surrey.ca/> and hit enter.

Enter "surreybid" as the User Name, "Welcome" as the password and then click "Login".

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-020-2017-002

LIST OF *DRAWINGS* (As Issued For Tender)

CHERNOFF THOMPSON ARCHITECTS		
DRAWING NO.	DRAWING TITLE	DATE ISSUED
ARCHITECTURAL		
A-01	Cover Sheet & Site Plan	10/04/17
A-02	Main Floor Plan	10/04/17
A-03	Exterior Elevations	10/04/17
A-04	Exterior Elevations	10/04/17
A-05	Building Sections – Multipurpose Centre	10/04/17
A-06	Building Sections – Multipurpose Centre	10/04/17
A-07	Building Sections – Library	10/04/17
A-08	Plan Details – Demolition	10/04/17
A-09	Plan Details – Installation	10/04/17
A-10	Plan Details – Demolition	10/04/17
A-11	Plan Details – Installations	10/04/17
A-12	Section Details Demo	10/04/17
A-13	Section Details Install	10/04/17
A-14	Section Details Demo	10/04/17
A-15	Section Details Installation	10/04/17
A-16	Section Details Demo & Install	10/04/17
A-17	Entry Sliders Demo & Install	10/04/17

PART G – DRAWINGS

ELECTRICAL		
E-01	Cover Sheet & Site Plan	15/03/17
E-02	Existing Luminaries Layout	15/03/17
E-03	Existing Lighting Level	15/03/17
E-04	Proposed Lighting Layout	15/03/17
E-05	Scope of Work	15/03/17
E-06	Electrical Specification	15/03/17

- END OF SECTION -

City of Surrey

Tender No. 1220-020-2017-002

Fleetwood Community Recreation Centre – Re-Cladding

PART H

SAMPLES OF FORMS

FORMS FOR THE USE OF THE CONSULTANT AND/OR CONTRACTOR

Standard forms shall be utilized for City projects as applicable.

- A. Certificate of Insurance Form – Contractor**
- B. Prime Contractor Designation – Letter of Understanding**
- C. Contractor Health & Safety Expectations**

**City of Surrey
Certificate of Insurance Form - Contractor**

(This form is to be completed by the Insurance Broker and will be provided at time of award)

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that thirty (30) days' written notice of any cancellation or change in applicable limit of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA.
This Certificate is issued to: City of Surrey, 13450 104 Avenue, Surrey, B.C. V3T1V8

Insured:	Name:
	Address:

Broker:	Name:	Broker's Name:
	Address:	Phone:

Location, Project No. and nature of contract, permit, lease, license or operation to which this Certificate applies:

--

Type of Insurance	Company and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1 <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Wrap-up <input type="checkbox"/> Umbrella Liability <input type="checkbox"/> Excess Liability Sudden & Accidental Pollution <input checked="" type="checkbox"/> \$ 2,000,000 <input type="checkbox"/> \$ 20,000,000 (adjacent to Kinder Morgan Pipeline)		From: To:	Bodily Injury, Death & Property Damage \$ Per Occurrence \$ Aggregate \$ Deductible \$ Umbrella Liability \$ Excess Liability <input checked="" type="checkbox"/> MINIMUM \$5,000,000 <input type="checkbox"/> MINIMUM \$10,000,000
Section 2 Automobile Liability (owned or leased vehicles)		From: To:	Bodily Injury & Property Damage \$ Limit MINIMUM \$3,000,000
Section 3 <input type="checkbox"/> Professional Liability		From: To:	\$ Each Claim \$ Aggregate \$ Deductible MINIMUM \$2,000,000
Section 4 <input type="checkbox"/> Builder's Risk		From: To:	\$ Limit \$ Deductible MINIMUM: CONSTRUCTION VALUE
Section 5 Contractor's Equipment Insurance		From: To:	\$ Limit
Section 6 <input type="checkbox"/> Boiler & Machinery Insurance		From: To:	\$ Limit \$ Extra Expense Limit \$ Deductible MINIMUM: CONSTRUCTION VALUE

Particulars of Wrap-up/Commercial General Liability Insurance (Sections 1 & 2): X indicates that the coverage is included.

<input checked="" type="checkbox"/> City of Surrey as Additional Insured	<input checked="" type="checkbox"/> Attached Machinery	<input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise
<input checked="" type="checkbox"/> Contract Administrator as Additional Insured	<input checked="" type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Work below ground level over 3 meters (XCU extension)
<input checked="" type="checkbox"/> Premises & Operations	<input checked="" type="checkbox"/> Non-Owned Automobile	<input type="checkbox"/> Use of explosives for blasting
<input checked="" type="checkbox"/> Broad Form Products & Completed Operations	<input checked="" type="checkbox"/> Contingent Employer's	<input checked="" type="checkbox"/> Vibration from pile driving or caisson work
<input checked="" type="checkbox"/> Owners & Contractors Protective	<input checked="" type="checkbox"/> Personal Injury	<input type="checkbox"/> Shoring, blasting, excavation, underpinning, demolition, debris removal, tunneling and grading (as applicable)
<input checked="" type="checkbox"/> Blanket Contractual	<input checked="" type="checkbox"/> Incidental Medical Malpractice	
<input checked="" type="checkbox"/> Cross Liability/Severability of Interests	<input checked="" type="checkbox"/> 24 months Completed Operations	
<input checked="" type="checkbox"/> Employees as additional insured	<input checked="" type="checkbox"/> Elevator & Hoist Liability	
	<input checked="" type="checkbox"/> Operation of Attached Equipment	

Particulars of Professional Liability Insurance (Sections 3): X indicates that the coverage is included.

<input checked="" type="checkbox"/> 24 Months Maintenance Period	<input type="checkbox"/> Insures all professionals on the project
--	---

Particulars of Property Insurance (Sections 4,5 & 6): X indicates that the coverage is included

<input checked="" type="checkbox"/> Builder's Risk (All Risks)	<input checked="" type="checkbox"/> Breach of Conditions Clause	<input checked="" type="checkbox"/> Materials On & Off Site & In Transit insurable interest
<input checked="" type="checkbox"/> Flood & Earthquake	<input checked="" type="checkbox"/> City as First Loss Payee to extent of its	
<input checked="" type="checkbox"/> 30 Days Testing & Commissioning		

It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Authorized to Sign on Behalf of Insured _____ Date Signed _____

Authorized to Sign on Behalf of Insurers & Broker Stamp _____ Date Signed _____

**PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

APPENDIX B

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) *In this section:*

“**multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time:

“**prime contractor**” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorksafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the “owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-020-2017-002

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance & Technology Department, Purchasing Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.



GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.

A common sense approach usually resolves the issue.

8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
 - g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
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This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

- END OF SECTION -