



## **REQUEST FOR QUOTATIONS**

**Title:** South Surrey Indigenous Carving Centre

**Reference No.:** 1220-040-2021-061

## **CONSTRUCTION SERVICES**

(Construction Services)

Issue Date: November 4, 2021

# REQUEST FOR QUOTATIONS

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**Attachments:**

1. City of Surrey, Project Completion Deliverables Worksheet
2. Geotechnical Investigation Report, - Proposed Indigenous Carving Centre, GeoPacific Consultants Ltd., dated May 25, 2021.
3. City of Surrey, Enhanced Screening for Contractors Form

## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the “**City**”) invites contractors to provide a quotation on the form attached as Schedule C (the “**Quotation**”) for the supply of the goods (if any) and services described in Schedule A (the “**Work**”). The description of the Work sets out the minimum requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

### 2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Confirmation of receipt of emails will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving computer equipment functions properly so that City receives the Quotation.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

### 3. DATE

The City would prefer to receive Quotations on or before **December 1, 2021** (the “**Date**”).

### 4. INQUIRIES

All inquiries related to this Request for Quotations (“RFQ”) should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon

Name: Sunny Kaila, Manager, Procurement Services

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference #: 1220-040-2021-061

Inquiries should be made no later than seven (7) business days before Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Date. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Contract or RFQ or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

## **5. ADDENDA**

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City website at [www.surrey.ca](http://www.surrey.ca) (collectively, the “Websites”), and upon posting, any addenda will form a part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

## **6. NO CONTRACT**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

## **7. ACCEPTANCE**

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Contract by the City may be by fax, pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Contract in Schedule B.

## **8. CONTRACTOR'S EXPENSES**

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

## **9. CONTRACTOR'S QUALIFICATIONS**

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience with the requirements of the Work.

## **10. CONFLICT OF INTEREST**

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

## **11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS**

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the City Representative named in section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

## **12. CONFIDENTIALITY**

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **13. SIGNATURE**

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation 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 Quotation on behalf of the corporation is submitted;
- (b) If the Contractor 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 City 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; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

#### 14. INFORMATION MEETING

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "**Information Meeting**"). While attendance is at the discretion of Contractors, Contractors 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 RFQ a meeting has been scheduled as follows:

Date: Wednesday, November 10, 2021

Time: 1:30 p.m. (Local Time)

Location: 13723 Crescent Road, Surrey, British Columbia, V4P 1J4.

It is possible that some questions raised, and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Quotation. Contractors are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance of the Work.

Notes:

1. Contractors should wear Personal Protective Equipment (PPE) for the duration of the site visit. Due to the COVID-19 Pandemic situation, the City requires that visitors fill out the **Attachment 3 - Enhanced Screening for Contractors Form** - site visit questionnaire prior to attending the site visit and email to [purchasing@surrey.ca](mailto:purchasing@surrey.ca)
2. The Contractor is responsible for parking fees, if applicable.

## SCHEDULE A – SCOPE OF WORK

**PROJECT TITLE: SOUTH SURREY INDIGENOUS CARVING CENTRE**

**PROJECT No.: 1220-040-2021-061**

### 1. DESCRIPTION OF SCOPE OF WORK

The *Work* covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation and all things necessary for and incidental to the satisfactory performance and completion of construction and renovation of South Surrey Indigenous Carving Centre, located at 13723 Crescent Road, Surrey, British Columbia in strict accordance with the *Specifications* and accompanying *Contract Drawings* and subject to all terms and conditions of the Contract Documents.

Furnish certificates confirming work conforms to requirements of authorities having jurisdiction.

The general components of the *Work* include:

1. Minor renovation and addition to a simple gable structure in a park setting to accommodate covered outdoor cultural space and new carving centre interior programme space; upgrades to the building include but are not limited to:
  - .1 Minor demolition in existing building called the boat shed, including removal repair and replacement of the wood plank floor.
  - .2 Minor demolition to CIP footing and wall structure inside the building.
  - .3 Minor demolition to existing guardrails and doors in building wall openings.
  - .4 Construction of new timber framed entry pavilion with gathering space and associated foundation and site work.
  - .5 New accessible universal washroom.
  - .6 Minor addition of new partitions to accommodate new layout.
  - .7 New carving centre support space millwork that meets accessibility requirements.
  - .8 New plumbing fixtures as scheduled.
  - .9 Minor addition to HVAC to accommodate washroom.
  - .10 New electrical service and interior and exterior lighting throughout new and existing spaces to accommodate change in programme.
  - .11 Minor exterior grounds repair and improvements.
  - .12 Coordination with current “notice of work” relative to archeological sensitive zone.

The detailed scope of work is as described on the *Contract Drawings* (listed below, and refer to Schedule B – Appendix 3), and Supplementary Specifications (refer to Schedule B - Appendix 2).

The lack of and/or omission of detailed specifications does not minimize the acceptable levels of service and only the best commercial practices are acceptable.

The *Owner* reserves the right to add, delete or change areas of the *Work*, and may do so upon giving written notification to the Contractor. If these changes cause an increase or a reduction in the costs, said costs should be adjusted and, when agreed upon, incorporated into the *Contract* by means of a *Change Order*.

*Contractor* to comply with all BC Plumbing Code, BC Fire Marshal, BC Workers' Compensation Board, National Building Code of Canada, BC Boiler Inspector, BC Electrical Inspector, National Fire Protection Association, and any other authorities having local jurisdiction. Failure to abide by these rules and regulations will result in being immediately escorted from the *Place of the Work* site.

## 2. LIST OF CONTRACT DRAWINGS

The following *Contract Drawings* are included as part of this RFQ.

DRAWING NUMBER - SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
<b>ARCHITECTURAL</b>		
A0.00	Cover Sheet	November 2, 2021
A0.01	General Notes, Legends & Code Information	November 2, 2021
A1.00	Site Plan	November 2, 2021
A1.20	Site Survey	November 2, 2021
A2.00	Demolition Plans	November 2, 2021
A2.10	Floor Plan & Room Finish Schedule	November 2, 2021
A2.20	Proposed Roof Plan & RCP	November 2, 2021
A3.00	Building Sections & Elevations	November 2, 2021
A4.00	Enlarged Elevations & Details	November 2, 2021
A4.10	Enlarged Elevations & Details	November 2, 2021
A4.20	Enlarge Screen Details	November 2, 2021
A5.00	Interior Elevations	November 2, 2021
A6.00	Door & Frame & Window & Room Finish Schedule	November 2, 2021
A7.00	Millwork	November 2, 2021
A8.00	Details	November 2, 2021
A8.10	Details	November 2, 2021
<b>MECHANICAL</b>		
M0.01	Mechanical Site Plan, Drawing List & Legends	September 17, 2021
M0.02	Mechanical Schedules & Motor List	September 17, 2021
M1.01	Mechanical Floor Plans	September 17, 2021
M2.01	Mechanical Floor Plans	September 17, 2021
<b>ELECTRICAL</b>		
E0.00	Cover Sheet	October 8, 2021
E0.01	Site Plan	October 8, 2021
E1.00	New Lighting Plan	October 8, 2021
E1.50	Lighting Details	October 8, 2021

E2.00	New Power, Fire Alarm, Security & Communications Plan	October 8, 2021
E2.01	Power Details I	October 8, 2021
E2.02	Power Details II	October 8, 2021
E2.10	Lighting Elevations I	October 8, 2021
E2.20	Lighting Elevations II	October 8, 2021
E3.00	Electrical Specifications	October 8, 2021
<b>STRUCTURAL</b>		
S1.01	General Notes – Sheet 1	
S1.02	General Notes – Sheet 2	
S2.01	Floor Plan & Roof Plan	
S3.01	Sections & Details – Sheet 1	
S3.02	Sections & Details – Sheet 2	
<b>CIVIL</b>		
C-00	Cover Sheet	September 14, 2021
C-01	Utility Plan	September 14, 2021
C-02	Grading Plan	September 14, 2021

### 3. CONSULTANT

The *Consultant* O4 Architecture, 2386 Oak Street, Vancouver, BC, V6H 4J1. Telephone: 604 305 0315 E-mail: info@o4architecture.ca, represented by: Mike Mamzone, Principal will be the *Owner's* representative during the performance of the *Work* until the *Work* is complete. The *Consultant* will advise and consult with the *Owner*. The *Owner's* instruction(s) to the *Contractor* may be forwarded through the *Consultant*.

The *Consultant* may periodically visit the *Place of the Work* site to become familiar with the progress of the *Work*, the quality of the *Work* being provided and to determine if the *Work* is proceeding in accordance with the *Contract Documents*.

### 4. PAYMENT CERTIFIER

The Payment Certifier is O4 Architecture, 2386 Oak Street, Vancouver, B.C., V6H 4J1. Telephone: 604 305 0315, E-mail: info@o4architecture.ca, represented by: Mike Mamzone, Principal, or designate.

### 5. PROJECT MANAGER

The Project Manager is Civic Facilities – Operations & Maintenance, City of Surrey Telephone: 604 590 7202, Fax: 604 599 8794, E-mail: carlos.aller@surrey.ca, represented by: Carlos Aller, Project Manager, or designate.

### 6. AVAILABILITY OF PLACE OF THE WORK

The *Place of the Work* site is available for the immediate commencement of the *Work*. The anticipated start date is January 2022. The *Contractor* will schedule the *Work* accordingly.

## 7. REFERENCES

The reference documents as detailed below must be considered in the design and delivery of the project:

- (a) Attachment 1 – City of Surrey, Project Completion Deliverables Worksheet
- (b) City of Surrey, Contractor Health & Safety Expectations (Responsibility of Contractor)
- (c) Attachment 5 - City of Surrey, Enhanced Screening for Contractors Form.

**SCHEDULE B**

**SAMPLE CONTRACT**

**SOUTH SURREY INDIGENOUS CARVING CENTRE**

**REFERENCE NO.: 1220-040-2021-061**

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**CCDC2**  
**Stipulated Price *Contract***  
**2008**  
**(Included By Reference Only)**

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and

**CITY OF SURREY, SUPPLEMENTARY GENERAL CONDITIONS**

## SCHEDULE B – APPENDIX 1

### CITY OF SURREY

#### CCDC 2 – 2008 SUPPLEMENTARY GENERAL CONDITIONS

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These Supplementary General Conditions consist of amendments and supplements to the Contract, the Definitions and General Conditions of the Contract of the Canadian Standard Construction Document CCDC 2 – 2008 – Stipulated Price Contract and shall be read in conjunction with this document.

#### 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 required under the *Contract Documents*;
  - .9 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*;
  - .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-5.1:

Insert “ten” and “10” respectively in the two blanks.

3. Refer to Article A-5.3:

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

4. New Article A-9:

### “ARTICLE A-9 CONTRACT DOCUMENTS REQUIREMENTS

“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, licences, 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, generally in the form attached to the solicitation document;
- (c) 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*;
- (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 site*;
- (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

5. Refer to Paragraph 6:

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

6. Refer to Paragraph 19:

Add at the end of this definition:

“which has been approved by *Owner*.”

7. New Paragraph 27:

Add the following:

**“27. Abnormal Weather**

*Abnormal Weather means temperature, precipitation, wind or other weather conditions which, in any two week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.*”

8. New Paragraph 28:

Add the following:

**“28. Approved Prices**

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

9. New Paragraph 30:

Add the following:

**“30. Cash Allowance**

*Cash Allowance has the meaning set out in GC 4.1.*”

10. New Paragraph 31:

Add the following:

**“31. Construction Schedule**

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

11. New Paragraph 32:

Add the following:

**“32. 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*.”*

12. New Paragraph 33:

Add the following:

**“33. Superintendent**

The *Superintendent* is the person or entity identified as such in the Contract Documents. 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

13. 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:
  1. Agreement between the *Owner* and the *Contractor*,
  2. Addenda, if any,
  3. Definitions in this *Contract*,
  4. Supplementary General Conditions,
  5. General Conditions,
  6. Appendix A – *Specifications, Drawings* and Reports,
  7. Appendix B – Components of the *Contract Price*,
  9. Appendix C – *Construction Schedule*,
  10. Appendix D – Schedule of Force Account, Equipment Charge Out Rates, Subcontractors and Product Suppliers,
  11. Appendix E – Prime Contractor Designation – Letter of Understanding,
  12. Appendix F – Contractor Health & Safety Expectations,
  13. Appendix G – Site Safety Plan & Emergency Response --Information, including Key Personnel of Construction Team,
  14. Appendix H – General Liability Insurance
  15. Appendix I – Performance Bond,
  16. Appendix J – Labour & Material Payment Bond, and
  17. Appendix K – Workers’ Compensation Board Clearance Letter.
- .2 later dated documents shall govern over earlier documents of the same type.

#### GC 1.3 RIGHTS AND REMEDIES

14. 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

15. 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.”

16. 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 2.2 ROLE OF THE CONSULTANT**

17. Refer to GC 2.2.7:

Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” from the first line.

18. Refer to GC 2.2.10:

After the words “reasonable time.” Add the following words:

“Notwithstanding any other provision in the *Contract Documents*, any interpretation, finding, determination, ruling or decision of any kind made by the *Consultant* will not be final and may be disputed by either party pursuant to Part 8 – DISPUTE RESOLUTION.”

**GC 2.3 REVIEW AND INSPECTION OF THE WORK**

19. 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**

20. 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*.

21. 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

22. 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**

23. 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 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

24. Refer to GC 3.2.4:

In line 2, after the words “*Contractor* shall” insert the words “as part of the *Work*, without additional cost to the *Owner*”.

#### **GC 3.5 CONSTRUCTION SCHEDULE**

25. 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**

26. 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* site while *Work* is being performed.”

27. 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*.”

28. 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

29. Refer to GC 3.7.2:

Delete entirely and substitute the following:

“3.7.2 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.”

30. Refer to GC 3.7.4:

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

“provided the parties shall not dispute.”

31. New GC 3.7.7:

Add the following:

“3.7.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work* in a good and workmanlike manner and in accordance with accepted industry practice”.

### GC 3.8 LABOUR AND PRODUCTS

32. Refer to GC 3.8.3:

Delete entirely and substitute the following:

“3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees and the *Subcontractors* engaged in the *Work*. The *Contractor* shall not employ, or permit *Subcontractors* to employ, workers who are not skilled in the assigned task. The *Contractor* shall employ sufficient workers to perform the *Work* in compliance with the *Construction Schedule*.”

33. New GC 3.8.4:

Add the following:

“3.8.4 The *Owner* and the *Contractor* acknowledge and agree that the beneficial ownership of any portion of the *Products* required by the *Contract Documents* to be incorporated and form part of the *Work* shall pass to the *Owner* immediately upon payment therefore or upon incorporation thereof as part of the *Work*, whichever first occurs. For greater certainty, title of *Products* delivered, but not installed, shall pass to the *Owner* when paid for (subject to any applicable holdback). The *Contractor* agrees to promptly execute and deliver to the *Owner*, from time to time as the *Owner* may require, any further documentation required to identify, evidence, perfect or protect the *Owner's* beneficial, or registered interest in the *Products*. Notwithstanding the foregoing, the *Contractor* acknowledges and agrees that it shall continue to bear all risk of loss or damage with respect to the *Work* until the date of acceptance of the *Work* by the *Owner* in accordance with the *Contract Documents*.”

34. New GC 3.8.5:

Add the following:

“3.8.5 All *Products* shall be used strictly according to the manufacturers’ printed directions or recommendations unless specifically stated otherwise in the specifications. All *Products* shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers’ name and address, product type and name. All *Products* shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged *Products* shall be rejected and the *Contractor* shall remove such *Products* from the *Place of the Work* at the *Contractor’s* own expense.”

35. New GC 3.8.6:

Add the following:

“3.8.6 The *Contractor* shall provide to the *Owner* or *Consultant* at least 2 weeks prior to the *Contractor’s* deadline for choices, or such earlier time as is agreed between the *Owner* and the *Contractor*, for approval by the *Owner* or *Consultant* such manufacturer’s standard samples as the *Owner* or *Consultant* may reasonably require. Samples shall be labelled as to origin and intended use in the *Work* and shall conform to the requirements of the *Contract Documents*.”

36. New GC 3.8.7:

Add the following:

“3.8.7 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**

37. 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**

38. 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**

39. 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.”

40. 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*.”

41. Refer to GC 4.1.4:

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

42. 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**

43. Refer to GC 5.1:

Delete entirely.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

44. 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**

45. 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 application for payment is delivered to the *Owner*."

46. New GC 5.3.2:

“5.3.2 Builders Lien Holdback: The *Owner* shall hold back 10%, or other percentage as required by the *Builders Lien Act*, of any amounts due to the *Contractor* as a builders lien holdback.”

47. New GC 5.3.3:

Add the following:

“5.3.3 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.”

48. New GC 5.3.4:

Add the following:

“5.3.4 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*.”

49. New GC 5.3.5:

Add the following:

“5.3.5 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**

50. 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 *Place of the Work* and the lot dimensions and confirming that the position of the *Place of the Work*, 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*.

The requirement to provide the documents and other items listed in sub-paragraphs .1 through .9 does not limit the Contractor's obligations for completion of the *Work* noted elsewhere in the *Contract*."

51. New GC 5.4.4:

Add the following:

"5.4.4 No later than 25 calendar 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**

52. Refer to GC 5.5.3:

Delete entirely.

## GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

### 53. 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

### 54. 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

#### 55. 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.”

#### 56. 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*.”

#### 57. 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's* or the sub-subcontractor's *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**

58. Refer to GC 6.3.6:

Delete entirely.

59. 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”.

60. Refer to GC 6.3.7.7:

Delete entirely.

### **GC 6.5 DELAYS**

61. 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”

62. 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* 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*.”

63. New GC 6.7:

**“GC 6.7 ACCELERATION**

- 6.7.1 If the *Consultant* determines that, because of the *Contractor's* own acts or missions, 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'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

64. 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**

65. .2 Revise the heading, “**NEGOTIATION, MEDIATION AND ARBITRATION**” to read, “**NEGOTIATION, MEDIATION AND LITIGATION**”

66. Delete GC 8.2 in its entirety and substitute with the following:

- “8.2.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract (“Dispute”) using the dispute resolution procedures set out in this section.

#### **Negotiation**

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

### **Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

### **Litigation**

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the Metro Vancouver area.”

## **GC 8.3 RETENTION OF RIGHTS**

67. 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**

68. 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**

69. 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*.”

70. Refer to GC 9.2.2:

Delete entirely.

71. Refer to GC 9.2.3:

Delete entirely.

72. Refer to GC 9.2.4:

Delete entirely.

73. 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.”

74. 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*.”

75. 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.”

76. 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**

77. 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,”

78. 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**

79. 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**

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

80. Refer to GC 11.1.1.1:

Delete entirely and substitute the following:

“11.1.1 Without restricting the generality of GC 12.1 INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

#### **(a) Commercial General Liability Insurance**

- 1) The *Contractor* will procure and, during the progress of the *Work*, maintain a “Wrap-Up” Commercial General Liability policy (“Wrap-Up Policy”) and an All Risks Course of Construction insurance policy (“Builders Risk Policy”) on a “wrap-up” basis including as named or unnamed insureds the *Owner*, the *Owner’s Consultant*, the *Contractor* and its *Subcontractors*, and all consultants, contractors and subcontractors who are directly engaged to perform part of the *Work* on the *Site*, and their respective officers, directors and employees. Insurance coverage provided to the *Contractor* and its *Subcontractors* under the policies will only apply to the *Work* performed for the *Contract*.
- 2) The *Contractor* will procure the Wrap-Up Policy and the Builders Risk Policy prior to commencement of work on site, unless the *Owner* agrees

to later dates.

- 3) 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 Wrap-Up Policy or the Builders Risk Policy.
- 4) The Wrap-Up Policy and Builders Risk Policy will contain a waiver of subrogation against all named and unnamed insureds, including the *Owner*, the *Owner's Consultant* and *Contractor*, and against their respective consultants and subcontractors as well as the officers, directors and employees of the foregoing.
- 5) Exclusions under the Wrap-Up Policy and Builders Risk Policy will be those exclusions common to Commercial General Liability and Builders Risk policies designed specifically for the construction industry. The exact wording of the exclusions will be as prescribed by the insurer and as accepted by the *Owner*.

**(b) Wrap-Up Commercial General Liability Insurance**

- 1) The Wrap-Up policy will provide coverage for damages because of 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:
  - a) Broad Form Property Damage Liability
  - b) Premises and Operations Liability
  - c) Elevator and Hoist Liability (as applicable)
  - d) Broad Form Products and Completed Operations Liability
  - e) Blanket Contractual Liability
  - f) Contingent Employer's Liability
  - g) Non-owned Automobile Liability
  - h) Cross Liability Clause
  - i) Employees as additional insureds
  - j) Sudden and Accidental Pollution Liability (\$2,000,000)
  - k) Medical Payments Coverage
  - l) Fire Fighting Expense Coverage
  - m) Excavation, pile driving, shoring, blasting, underpinning and/or demolition work included (as required)
- 2) The Wrap-Up policy will also include 24 months of completed operations coverage which will commence upon substantial completion of the project.
- 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.

**(c) Builder's Risk Insurance**

- 1) The *Contractor* will procure and maintain a Builders Risk Policy in an amount not less than the *Contract Price*, covering the replacement value of property insured. This policy shall remain in force until *Substantial Performance of the Work*, or until the *Owner* has arranged to have this completed project added to their property policy.
- 2) Deductibles per occurrence:
  - n) \$25,000 deductible with respect to Flood perils;
  - o) \$10,000 for testing and commissioning;
  - p) \$10,000 for direct damage resulting from all other insured perils; and
  - q) 10% Earthquake minimum \$100,000.
- 3) For property insured under the Builders Risk Policy stored at an off-site location or in transit, a limit of not less than the total of all values stored at any single location or the value of the largest single shipment transported by land to the *Place of the Work* if such shipment by land is not covered by marine cargo insurance.
- 4) Either the Builders Risk Policy, pursuant to its terms or by an endorsement to the Builders Risk Policy, or a separate "Riggers/Hook Liability" policy procured by the *Contractor*, will cover and insure the full value of material and equipment lifted on *Place of the Work* by cranes during the performance of the *Work*.
- 5) Either the Builders Risk Policy, pursuant to its terms or by an endorsement to the Builders Risk Policy, or a separate "Machinery Breakdown Insurance" policy procured by the *Contractor* will cover testing and commissioning for the full value of material and equipment which has been installed in the permanent position into the project and including for a period of thirty (30) days after testing and commission is complete and the equipment is in operation.
- 6) 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*.
- 7) In the event of a claim under the Builders Risk policy, the *Contractor* will act on behalf of the *Owner* and the *Contractor* in adjusting the amount of the loss with the insurer and the *Contractor* will:
  - repair the damage and complete the *Work*; and be entitled to receive, in addition to the amounts previously paid under the *Contract*, the amount received from the insurer under the policy as compensation for the costs of correction, repair or replacement of those parts of the *Work* that were previously

constructed by the *Contractor* and paid for by the *Owner*.

- 8) Any such claim shall not affect the rights or obligations of either the *Owner* or the *Contractor* except that the *Contractor* will be entitled to a reasonable extension of the *Contract Time* for the completion of the *Work*, which extension of time will be equal to the actual delay caused to the critical path for completion of the *Work*.

**(d) 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.

**(e) 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 Consultant*, and their respective officers, directors, employees, consultants and agents, are added as Additional Insureds to both these policies.

**(f) Marine Cargo Insurance**

- 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.

**(g) 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*.

**(h) Workers Compensation**

1) The *Contractor* and all *Subcontractors* shall obtain and maintain Workers' Compensation coverage for all employees engaged in the *Work* in accordance with the Applicable Laws of all Governmental Authorities. If Workers' Compensation coverage is not available, then the *Contractor* and all its *Subcontractors* shall provide Employer's Liability insurance with limits not less than \$2,000,000 per employee for each accidental injury to or death of any employee of the *Contractor* and its *Subcontractors* engaged in the *Work*. The *Contractor* prior to commencing the *Work* shall provide the *Owner* with evidence of Workers' Compensation coverage, or Employer's Liability insurance in lieu thereof, and evidence of compliance with the requirements of the Workers' Compensation Board.

**(i) 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*.

**(j) 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:
  - r) 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;
  - s) contain a waiver of subrogation as against all Named Insureds;
  - t) 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
  - u) 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*.

**(k) 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*."

81. 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."

82. 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*."

83. 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.”

84. 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.”

85. 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.”

86. 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.”

87. 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**

88. Refer to GC 11.2.2:

Delete entirely.

89. 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**

90. 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*.”

**ADD THE FOLLOWING:**

91. Standard Construction Document CCDC – 2 – 2008 is further amended by adding the following new sections after Section 12

**PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

**GC 13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

92. New GC 13.1.1:

Add the following:

“13.1.1 All documents submitted to the *Owner* will be in the custody or control of, or becomes the property of, the *Owner* and as such are subject to the *Freedom of Information and Protection of Privacy Act*, and may be disclosed pursuant to that Act or otherwise required by law.

**PART 14 CONFIDENTIALITY**

**GC 14.1 CONFIDENTIALITY**

93. New GC 14.1.1:

“14.1.1 Except as provided for by law or otherwise permitted or required by this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services and this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.”

94. New GC 14.1.2:

“14.1.2 The *Contractor* agrees to return to the *Owner* all of the *Owner's* property at the completion of this agreement, including any and all copies or originals of reports provided by the *Owner*.”

95. New GC 14.1.4:

“14.1.4 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* of the *Work* performed under the *Contract* without the prior written approval of the *Owner*.”

## **PART 15 SEVERABILITY**

### **GC 15.1 SEVERABILITY**

96. New GC 15.1:

Add the following:

“15.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:

- (a) separate and severable from this *Contract*; and
- (b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability; without affecting any of the remaining provisions of this *Contract* which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.”

**- END -**

**SCHEDULE B - APPENDIX 2  
SUPPLEMENTARY SPECIFICATIONS – (PROJECT)**

Supplementary Specifications – (Project) may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

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

Enter “surreybid” as the Username, “Welcome” as the password and then click “Login”

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

Login ID: surreybid

Password: Welcome

Folder: 1220-040-2021-061

**SCHEDULE B - APPENDIX 3  
LIST OF CONTRACT DRAWINGS - (PROJECT)**

**Contract Title: SOUTH SURREY INDIGENOUS CARVING CENTRE**

**Reference No.: 1220-040-2021-061**

DRAWING NUMBER - SPECIFICATION	DRAWING INDEX/TITLE	DATE OF ISSUE
<b>ARCHITECTURAL</b>		
A0.00	Cover Sheet	November 2, 2021
A0.01	General Notes, Legends & Code Information	November 2, 2021
A1.00	Site Plan	November 2, 2021
A1.20	Site Survey	November 2, 2021
A2.00	Demolition Plans	November 2, 2021
A2.10	Floor Plan & Room Finish Schedule	November 2, 2021
A2.20	Proposed Roof Plan & RCP	November 2, 2021
A3.00	Building Sections & Elevations	November 2, 2021
A4.00	Enlarged Elevations & Details	November 2, 2021
A4.10	Enlarged Elevations & Details	November 2, 2021
A4.20	Enlarge Screen Details	November 2, 2021
A5.00	Interior Elevations	November 2, 2021
A6.00	Door & Frame & Window & Room Finish Schedule	November 2, 2021
A7.00	Millwork	November 2, 2021
A8.00	Details	November 2, 2021
A8.10	Details	November 2, 2021
<b>MECHANICAL</b>		
M0.01	Mechanical Site Plan, Drawing List & Legends	September 17, 2021
M0.02	Mechanical Schedules & Motor List	September 17, 2021
M1.01	Mechanical Floor Plans	September 17, 2021
M2.01	Mechanical Floor Plans	September 17, 2021
<b>ELECTRICAL</b>		
E0.00	Cover Sheet	October 8, 2021
E0.01	Site Plan	October 8, 2021
E1.00	New Lighting Plan	October 8, 2021
E1.50	Lighting Details	October 8, 2021
E2.00	New Power, Fire Alarm, Security & Communications Plan	October 8, 2021
E2.01	Power Details I	October 8, 2021
E2.02	Power Details II	October 8, 2021
E2.10	Lighting Elevations I	October 8, 2021
E2.20	Lighting Elevations II	October 8, 2021
E3.00	Electrical Specifications	October 8, 2021
<b>STRUCTURAL</b>		
S1.01	General Notes – Sheet 1	November 2, 2021
S1.02	General Notes – Sheet 2	November 2, 2021
S2.01	Floor Plan & Roof Plan	November 2, 2021
S3.01	Sections & Details – Sheet 1	November 2, 2021

S3.02	Sections & Details – Sheet 2	November 2, 2021
<b>CIVIL</b>		
C-00	Cover Sheet	September 14, 2021
C-01	Utility Plan	September 14, 2021
	Grading Plan	September 14, 2021

## 2. VIEW AND PRINTING

Attachments may be viewed and/or downloaded from the City's Managed File Transfer (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

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

Login ID: surreybid  
 Password: Welcome  
 Folder: 1220-040-2021-061

**The following documents derived from the Contractor's Quotation submission will be inserted into the Contract.**

**Schedule B - Appendix 4 - Schedule of Prices**

**Schedule B - Appendix 5 - Construction Schedule**

**Schedule B - Appendix 6 - Key Personnel, Experience, Sub-Contractors, and Material Suppliers**

**APPENDIX 7  
PRIME CONTRACTOR DESIGNATION  
LETTER OF UNDERSTANDING**

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 Contract, 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 Contract 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.: 1220-040-2021-061

Project Title and Site Location: South Surrey Indigenous Carving Centre

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 Department, Procurement Services, 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.

## **APPENDIX 8**

### **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 resolved the Manager, Occupational Health & Safety must be contacted.



not

**A common sense approach usually resolves the issue.**

## **GENERAL RULES**

1. For all secured worksites, contracted workers are required to sign in and sign 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.
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 Headphones 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.**

<b>Issued By:</b>	<b>Occupational Health &amp; Safety Section - Contractor Coordination Program</b>
<b>Date:</b>	<b>Revised: January 14, 2014    Original: August 15, 2014</b>
<b>Distributed:</b>	<b>Via Email &amp; Posted on Intranet: January 16, 2015: <u>August 15, 2014</u></b>

**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:** \_\_\_\_\_



**APPENDIX 10**

City of Surrey

Certificate of Substantial Performance

**Contract Title:** SOUTH SURREY INDIGENOUS CARVING CENTRE, 13723 CRESCENT ROAD,  
SURREY, BRITISH COLUMBIA, V4P 1J4, CANADA

**Reference No.:** 1220-040-2021-061

Consultant:

Date of Issue:

---

I certify that to the best of my knowledge:

Work on this Contract was Substantially Complete as of \_\_\_\_\_

There are no outstanding deficiencies on this Contract.

The Maintenance Period specified in the Contract shall:

commence on: \_\_\_\_\_

and

terminate on: \_\_\_\_\_

The following is al list of outstanding claims as per General Conditions:

[state here]

Certified by:

\_\_\_\_\_  
**Mike Mammone, Principal**  
O4 Architecture

\_\_\_\_\_  
Date

**APPENDIX 11**

**CITY OF SURREY**

**CONTRACT No.: 1220-040-2021-061**

Builders Lien Act  
(Section 7 (4))

**Notice of Certification of Substantial Performance**

**Contract Title: SOUTH SURREY INDIGENOUS CARVING CENTRE, 13723 CRESCENT ROAD, SURREY, BRITISH COLUMBIA, V4P 1J4, CANADA**

**Reference No.: 1220-040-2021-061**

Take notice that on \_\_\_\_\_ [date] a certificate of Substantial Performance, was issued with respect to a contract between:

CITY OF SURREY  
13450 – 104<sup>th</sup> Avenue,  
Surrey, B.C. V3T 1V8

(the "Owner")

**AND:**

**CONTRACTOR**

-----  
-----

(the "Contractor")

In connection with an improvement on land described as follows:

**SOUTH SURREY INDIGENOUS CARVING CENTRE, 13723 CRESCENT ROAD, SURREY, BRITISH COLUMBIA, V4P 1J4, CANADA**

All persons entitled to claim a lien under the Builders Lien Act and who performed *Work* or supplied material in connection with or under the contract are warned that the time to file a claim of lien may be abridged and section 20 of the Act should be consulted.

Issued By: \_\_\_\_\_  
[City / Department Representative]

**APPENDIX 12**

**Posting Compliance Form**

**Certificate of Substantial Performance**

Please complete this form and promptly fax to 604-599-0956. Note that any delays in the posting of this Certificate of Substantial Performance or in the return of this form may affect the scheduling of the Holdback Release.

**Contract Title:**      **SOUTH SURREY INDIGENOUS CARVING CENTRE, 13723 CRESCENT ROAD,  
SURREY, BRITISH COLUMBIA, V4P 1J4, CANADA**

**Reference No.:**      **1220-040-2021-061**

As outlined in the Builders Lien Act, Section 7 (4) (c), the Certificate of Substantial Performance must be posted "in a prominent place on the improvement." For contracts that do not have a clearly identified work site (e.g. Maintenance Contracts), the Consultant shall prominently post the notice in their office.

The Certificate of Substantial Performance has been posted:

\_\_\_\_\_   
(detailed description of posting location, including address)

on: \_\_\_\_\_   
(date of posting)

I confirm that the above statements are correct:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Consultant



**SCHEDULE C – FORM OF QUOTATION**

**RFQ Title: South Surrey Indigenous Carving Centre – Construction Services**

**RFQ No: 1220-040-2021-061**

**CONTRACTOR:**

**Legal Name of Contractor:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

**CITY OF SURREY:**

City Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Contract;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
  
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Contract and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Contract and RFQ will remain in full force and effect.
  
3. I/We have reviewed the sample Contract (Schedule B). If requested by the City, I/we would be prepared to enter into the sample Contract, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
_____	_____
_____	_____

4. The City requires that the successful Contractor have the following in place **before providing the Work:**

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca). search Standard Certificate of Insurance;
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Contractor's goods and services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

- 5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Contract unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

**Changes and Additions to Specifications and Scope:**

- 6. In addition to the warranties provided in the Contract, this Quotation includes the
   
\_\_\_\_\_
   
\_\_\_\_\_

- 7. I/We have reviewed the RFQ, Schedule A – Scope of Work and Contract Drawings. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

**Requested Departure(s) / Alternative(s) / Addition(s)**


**SCHEDULE PRICES**

8. The *Contractor* offers to perform the entire scope of *Work* supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows. Delivery of all materials and equipment shall be included in the prices freight prepaid FOB Destination (to the *Place of the Work*):

**Table 1 – Quotation Price**

F.O.B. Destination	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
<b>Item #</b>	<b>Item Name</b>	<b>Price</b>
1.	The <i>Contractor</i> will provide all labour, materials, equipment and plant and all other relevant services necessary for the performance of the <i>Work</i> as stated in the specifications and Contract Drawings, at South Surrey Indigenous Carving Centre, located at 13723 Crescent Road, Surrey, B.C., V4P 1J4.  The detailed scope of <i>Work</i> is as described on the and Supplementary Specifications (Project) (Schedule B- Appendix 2) and Contract Drawings (Schedule B – Appendix 3)  <i>[Note: All Overhead costs, general conditions and profit are to be included in the above amount(s).]</i>	\$ _____
		\$
		\$
		\$
CURRENCY: Canadian		Subtotal: \$
		GST (5%): \$
		<b>TOTAL QUOTATION PRICE: \$</b>

**Table 2 – Schedule of Prices**

Contractor should provide a breakdown of its quoted price as described below. I/We the above named Contactor, provide the breakdown of items of Work included in our Total Quotation Price, as requested below. These prices do not include GST.

Description	Itemized Price, GST excluded.
Insurance	\$
Division 01 – General Requirements	\$
Division 02 – Existing Conditions	\$
Division 03 – Concrete	\$
Division 05 – Metals	\$

Division 06 – Wood, Plastics & Composites	\$
Division 07 – Thermal & Moisture Protection	\$
Division 08 – Openings	\$
Division 09 – Finishes	\$
Division 10 – Specialties	\$
Division 12 – Furnishings	\$
Division 21 – Fire Suppression	\$
Division 22 – Plumbing	\$
Division 23 – Heating, Ventilating & Air Conditioning (HVAC)	\$
Division 26 – Electrical	\$
Division 27 – Communications	\$
Division 28 – Electronic Safety & Security	\$
Site Works	\$
Landscape Works	\$

**List of Optional Prices:**

9. The following is a list of Optional Price(s) which may be considered to the *Work* and forms part of this RFQ, upon the acceptance of any or all of the Optional Price(s). The Optional Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Description of Optional Prices	Addition	Deduction
OP-1.	\$ [            ]	\$ [            ]
OP-2.	\$ [            ]	\$ [            ]

**List of Separate Prices:**

10. The following is a list of Separate Price(s) to the *Work* and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Description of Separate Price Items	Addition	Deduction
SP-1. Performance Bond at 50% of total contract value: CCDC 221 (latest Preferred)	\$[            ]	\$[            ]
SP-2. Labour and Material Payment Bond at 50% of total contract value: CCDC 222 (latest Preferred)	\$[            ]	\$[            ]

SP-3. Replace Cedar roof shingles in existing boat building. New roof in boat building to match specs in new pavilion's proposed roof \$[ ] \$[ ]

**Force Account Labour and Equipment Rates:**

11. *Contractors* shall utilize qualified skilled trades personnel on this *Work*. The *Contractor* should provide force account labour rates in the table below for all labour categories that could be involved in the *Work*. The labour rates will remain firm for the term of the *Contract* and will be used by the City for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation.

Labour rates provided below are all-inclusive; all 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.

**Table 3 – Hourly Labour Rates:**

Labour Category	Straight Time/hr. (Plus GST)	Overtime Rate/hr. (Plus GST)
.1 Site Superintendent	\$	\$
.2 Foreman	\$	\$
.3 Carpenter	\$	\$
.4 Plumber	\$	\$
.5 Electrician	\$	\$
.6 Apprentice	\$	\$
.7 Skilled Labourer	\$	\$
.8	\$	\$

**Table 4 – Hourly Equipment Rate Schedule:**

Rates for equipment that could be used in performing the *Work* are stated below and will remain firm for the term of the *Contract*. The City will use these rates for evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation. The rates below are all inclusive and include without limitation, operator, fuel, fuel surcharges, lubrication, service and 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.

No.	Equipment Description ( <i>State</i> )	Hourly Equipment Rate
1.		\$
2.		\$

**Table 5 – Mark-up on Materials:**

Description	Percent %

**Preliminary Construction Schedule:**

12. Contractors should provide a preliminary construction schedule, with major item descriptions and time:

- (a) Commence the *Work* on or before: \_\_\_\_\_; and
- (b) to achieve *Substantial Performance* of the *Work* on or before: \_\_\_\_\_ (WORK DURATION).

Contractor should provide a Microsoft Project (or similar) schedule outlining the Critical Path and should include all major phases of the *Work* and indicate start and substantial completion dates for each.

ACTIVITY	Time from Notice to Proceed in Days									
	10	20	30	40	50	60	70	80	90	100

SAMPLE

Proposed Disposal Site: \_\_\_\_\_

*[Note: The substantial completion date will be an important consideration in the evaluation. Additional costs to meet schedule are the responsibility of the Contractor.]*

**Experience and References:**

13. Contractors should provide information on their relevant **experience and qualifications** for the performance of the *Work* similar to those required by the *Contract* (use the spaces provided and/or attach additional pages, if necessary):

**(a) Contractor's Experience:**

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

**(b) Sub-Contractor's Experience**

Name of Subcontractor: \_\_\_\_\_

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

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**Key Personnel**

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

Appointment: **Project Manager**

Experience:

Dates: \_\_\_\_\_

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

Responsibility: \_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

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

Appointment: **Site Superintendent**

Experience:

Dates: \_\_\_\_\_

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

Responsibility: \_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

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

Appointment: **Safety Supervisor**

Experience:

Dates: \_\_\_\_\_

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

Responsibility: \_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

**(c) 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: \_\_\_\_\_

Subcontractors and Suppliers:

- 14. The *Contractor* proposes to use the following Subcontractors and Suppliers for the divisions or section of Work / supply listed below. [Note: It is not necessary for the *Contractor* to list all *Subcontractors* and *Suppliers* that the *Contractor* proposes to use – only those for the divisions or sections of *Work / supply* may be listed below] (use the spaces provided and/or attach additional pages, if necessary):

The City reserves the right of approval for each of the subcontractors and material suppliers. The Contractor will be given the opportunity to substitute an acceptable subcontractor and material supplier, if necessary.

## Health and Safety Program

15. Does your firm have a written safety program in place that meets the requirements of the Workers' Compensation Board?  **Yes**  **No**.

If no is checked, describe how safety training is accomplished.

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16. Due to the current COVID-19 situation, the Contractor should provide response to the following:

- (i) Risk Mitigation Plan: information that adheres to the current guidelines on HealthLinkBC and WorkSafeBC, that addresses at minimum, the following:
- (a) preventative measures (e.g. social and physical distancing and supplies); and
  - (b) policies for employees related to sickness (e.g. the steps you are taking to protect the health and safety of your staff, your plan for employees who may have, or think they may have, been exposed to the virus, have tested positive or are exhibiting symptoms).
- (ii) Business Continuity Plan: for execution of Services provide information on how the Proponent is planning to minimize known and reasonably foreseeable impacts of COVID-19 on your workplace. This plan should address, at minimum:
- (a) Training for staff and back-up resources;
  - (b) Staff absences (e.g. planning for significant staff absences);
  - (c) Potential material supply; and
  - (d) Any other current or reasonably foreseeable COVID-19 impacts to the delivery of the Services.

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17. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Contract, submit this Quotation in response to the RFQ.

This Quotation is executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CONTRACTOR**

I/We have the authority to bind the Contractor.

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**ATTACHMENTS**

**Title: South Surrey Indigenous Carving Centre**

**Reference No.: 1220-040-2021-061**

**Attachment #1 - City of Surrey, Project Completion Deliverables Worksheet**

**Attachment #2 - Geotechnical Investigation Report, - Proposed Indigenous Carving Centre, GeoPacific Consultants Ltd., dated May 25, 2021.**

**Attachment #3 - City of Surrey, Enhanced Screening for Contractors Form**

**ATTACHMENT 1 - CITY OF SURREY, PROJECT COMPLETION DELIVERABLES WORKSHEET**

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

Project Address: \_\_\_\_\_

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

End of Project Walk-through: \_\_\_\_\_

End of Project Walk-through: \_\_\_\_\_

City Representative: \_\_\_\_\_

Contractor/Contractor Rep: \_\_\_\_\_

Department: \_\_\_\_\_

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

Contact phone number: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

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

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

**A. BUILDING PERMITS – CLOSED OUT**

- Architectural
- Electrical
- Mechanical / Plumbing
- Structural
- Other

**B. O&M MANUALS RECEIVED**

*\*Shop Drawings to be included in O&M Manuals*

**Architectural**

- 1 Electronic (PDF) file
- 2 Hardcopies

**Electrical**

- 1 Electronic (PDF) file
- 2 Hardcopies

**Mechanical**

- 1 Electronic (PDF) file
- 2 Hardcopies

**Other(s)**

- 1 Electronic (PDF) file
- 2 Hardcopies

**C. PROJECT CLOSE-OUT**

- Project Summary Report
- Substantial Completions
- Deficiencies List
- Transfer of Utilities (Hydro/Teresan)  
Notify City of Surrey (604-591-4804)
- Asset Inventory Forms including HVAC
- TCA Cost Summary Finance, & Warranty  
Information sheets & Project summary  
with graphics
- Final Occupancy Certification
- All documentation/correspondence  
pertaining to the project (File Share Device)

**D. FALL PROTECTION / RESTRAINT SYSTEM**

- Complete
- Wall plaques displayed as required
- 1 (PDF) containing the Fall Protection Safety

**E. AS-BUILT DRAWING SUBMITTALS**

**Architectural**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Civil**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Electrical**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Fire Protection**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Landscaping**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Mechanical / Plumbing**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Structural**

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**Other:** \_\_\_\_\_

- 1 Set of AutoCAD As-Built DWG files
- 1 Set of PDF As-Built drawings
- 1 Set of paper construction drawings

**F. FIRE SAFETY PLAN**

- Complete
- Wall plaques displayed throughout facility
- 1 Electronic (PDF) file of the fire safety plan
- 2 paper copies of the fire safety plan

System \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Internal Representative

\_\_\_\_\_  
Fire Chief/ Representative

**ATTACHMENT 2**  
**Geotechnical Investigation Report, - Proposed Indigenous Carving Centre, GeoPacific Consultants Ltd., dated May 25, 2021.**



P 604.439.0922  
F 604.439.9189  
geopacific.ca  
1779 W 75th Ave.  
Vancouver, B.C. Canada V6P 6P2

City of Surrey  
13450 104 Avenue  
Surrey, B.C.  
V3T 1V8

May 25, 2021  
File: 18698

Attention: Carlos Aller

**Re: Geotechnical Investigation Report - Proposed Indigenous Carving Centre  
13723 Crescent Road, Surrey, BC**

### **1.0 INTRODUCTION**

We understand that the City of Surrey intends to construct a new indigenous carving structure at the above referenced property. Based on preliminary concept sketches we understand that the proposed improvement will consist of a new addition to the existing boathouse. The addition would include new footings, slab on grade loading and the addition will be a single level. Floor loading is expected to less than 10 kPa.

This report presents our recommendations for the design and construction of the proposed development and temporary excavations, based on findings from our geotechnical investigation and experience in the immediate area. This report was prepared exclusively for the City of Surrey, for their use and for the use of others on their design and construction team.

### **2.0 SITE DESCRIPTION**

The site is located within the Elgin Heritage Park north of Crescent Road in Surrey, BC. The proposed addition area is located directly east of the existing boathouse structure, which is currently surfaced with grass and surficial vegetation. The site is bound by Crescent Road to the south, parkland on the east and west, and the Nicomekl River to the north. The site slopes down towards the north with an average grade of approximately 5 m geodetic based on the City of Surrey GIS service Cosmos.

The site location relative to the surrounding improvements is shown on our Drawing No. 18698-01, following the text of this report.

### **3.0 FIELD INVESTIGATION**

Our geotechnical field investigation was completed on May 3, 2021. A total of 2 solid-stem auger test holes were advanced to depths of 9.1 meters below existing site grades. Dynamic Cone Penetration Test (DCPT) soundings were performed at the test hole locations to determine the relative density of the soils encountered. Two electronic Cone Penetration Test (CPT) soundings were attempted, however encountered refusal immediately. This drilling was completed using a track-mounted drill rig, supplied and operated by Uniwide Drilling of Prince George, BC. The test holes were located, supervised and logged by a member of our geotechnical staff.

Prior to our investigation, a BC One Call was conducted and a utility locate was performed at the test hole locations. All test holes were backfilled and sealed in accordance with provincial abandonment requirements following classification, sampling and logging.

The results of our test hole investigation are presented on Figures A.01 and A.02 in Appendix A, following this report. The approximate locations of the auger test holes are shown on our Drawing No. 18784-01, following the text of this report.

#### **4.0 SUBSURFACE CONDITIONS**

##### **4.1 Soil Conditions**

The general geology of the region under investigation is described to be at the contact of bog deposits, Vashon glacial drift and Capilano Sediments according to the Geological Survey of Canada (GSC) map 1484A. The glacial drift is characterized on the GSC map as lodgement and minor flow till with lenses and interbeds of substratified glaciofluvial sand and gravel, including lenses and interbeds of glaciolacustrine stony silt. The encountered soil profile is generally consistent with the expected surficial geology information.

The subsurface conditions generally consist of a thin veneer of topsoil over compact to dense till-like deposits transitioning to very dense till-like deposits. The topsoil was encountered at both test hole locations and extends to a depth of 0.3 m to 0.6 m below existing site grades. The fill is underlain by compact to dense weathered till-like deposits and transitioning to very dense till-like deposits below a depth of approximately 2 m. The very dense silty sand was encountered to the maximum investigation depth. The till-like deposits are generally sand and gravel with some silt in the upper 1 to 2 m and transition to silty sand with some gravel below. Moisture contents within the native deposits generally varies between 14.9 and 24.5 percent indicating very low compressibility under the proposed loading.

The test hole logs are presented in Appendix A should be referred to for further details regarding the soil conditions at each test hole location.

##### **4.2 Groundwater Conditions**

The long term static groundwater table was not encountered during our investigation. We expect that the static water level is at approximately 1.5 m geodetic and is tidally influenced. Perched groundwater is expected to develop in all areas of the site within the surficial topsoil overlying the very dense glacial till during wetter periods of the year.

#### **5.0 RECOMMENDATIONS**

##### **5.1 General Comments**

We understand that the site will be re-developed with a new addition to the existing structure. We further understand that the development will consist of a single level with light floor loading in the range of 10 kPa. We anticipate wood frame construction.

Based on the observed soil conditions at the site, we expect that the proposed structures may be founded on conventional strip and pad foundations bearing on the very dense glacial till noted at our test hole locations. Our foundation recommendations are provided in Section 6.2.

Given the dense nature of the soil profile, the subsurface soils are not expected to be prone to liquefaction or other forms of ground softening under the design earthquake defined under the 2018 British Columbia Building Code (BCBC 2018).

We confirm, from a geotechnical point of view, that the proposed development is feasible provided the recommendations outlined in Sections 6.0 are incorporated into the overall design.

## 6.0 RECOMMENDATIONS

### 6.1 Site Preparation for Buildings

Site preparation associated with foundations and grade supported slabs includes removing any organic topsoil, variable fill materials and any other material considered to compromise the design recommendations stated herein.

The excavation should be graded to direct surface water to perimeter sumps and pumps. Any loosened or otherwise disturbed portions of the subgrade should be replaced with angular fill consisting of 19 mm to 75 mm clear crush gravel for foundations founded on dense weathered glacial till.

Grade reinstatement beneath the floor slabs and any non-structural walls can be done using engineered fill. In the context of this report, "Engineered Fill" is generally defined as clean sand to sand and gravel containing silt and clay less than 5% by weight, compacted in 300 mm loose lifts to a minimum of 98% of the ASTM D698 (Standard Proctor) maximum dry density at a moisture content that is within 2% of optimum for compaction.

The glacial till subgrade may be sensitive to changes in moisture content. Therefore, the excavation subgrade should be graded to prevent the ponding of water at footing locations. Any water softened subgrade must be excavated to expose a subgrade of undisturbed very dense glacial till.

*The geotechnical engineer shall be contacted for the review of stripping and engineered fill placement and compaction.*

### 6.2 Building Foundations

Footings which are founded on undisturbed compact sand and gravel to dense glacial till, described in Section 4.1, may be designed on the basis of a Serviceability Limit State (SLS) bearing pressure of 200 kPa and a factored Ultimate Limit State (ULS) bearing pressure of 300 kPa for strip or pad footings.

Foundations which are placed on "engineered fill", as defined in Section 6.1, may be designed on the basis of a SLS bearing pressure of 120 kPa and a factored ULS bearing pressure of 180 kPa for strip and pad footings.

Irrespective of the allowable bearing pressures given, pad footings should not be less than 600 mm by 600 mm and strip footings should not be less than 450 mm in width. The foundation should be buried at least 460 mm for frost protection.

We expect that the settlement of footings designed as recommended should be within the normally acceptable limits of 25 mm maximum and up to about 1:500 differentially.

*The foundation subgrade must be reviewed by the geotechnical engineer.*

### **6.3 Slab-On-Grade Floors**

In order to provide suitable support for the slab-on-grade floors we recommend that any grading fill placed under the slab should be completed with engineered fill as noted in Section 6.1.

Floor slabs should be underlain by a minimum of 150 mm of clear crushed gravel. A moisture barrier should underlie the slab directly above the free draining granular material.

*Compaction of slab-on-grade fill must be reviewed by the geotechnical engineer.*

### **6.4 Foundation Drainage**

Perimeter drainage is not required from a geotechnical perspective provided that the building slab is above the surrounding grades and exterior grades shed water away from the building. Otherwise a perimeter drainage system will be required.

### **6.5 Seismic Design of Foundations**

The very dense soils underlying this site as defined in Table 4.1.8.4.A. of the 2018 are classified as Site Class C.

The published peak ground accelerations on firm ground for the approximate site location is 0.37g (National Resource Canada, Site Coordinates: 49.065 degrees north, 122.842 degrees west).

### **6.6 Temporary Excavation and Shoring**

We expect that temporary excavations will be relatively shallow for buildings and utilities. Any temporary excavations at site should be shored or sloped for workers' protection and construction should conform to good practices and comply with regulations such as WorkSafeBC and Occupational Health and Safety regulations.

All utility trenches should be sloped at 1 Horizontal to 1 Vertical (1H:1V). Alternatively, the trenches could be shored in accordance with the latest WorkSafeBC guidelines.

*Temporary cut slopes in excess of 1.2 metres in height require inspection by a professional engineer in accordance with Worker's Compensation Board guidelines.*

## **7.0 DESIGN REVIEWS AND CONSTRUCTION INSPECTIONS**

The preceding sections provide recommendations for the design and construction of the proposed development. We have recommended the review of certain aspects of the design and construction in this report. It is the responsibility of the contractor(s) undertaking the work to contact GeoPacific at least 48 hours in advance of construction for the required field reviews. In summary, reviews are required for the following construction activities.

- |    |               |  |
|----|---------------|--|
| 1. | Excavation    | Review of temporary slopes and soil conditions |
| 2. | Foundation    | Foundation subgrade                            |
| 3. | Slab-on Grade | Subgrade and under slab fill                   |

### 8.0 CLOSURE

This report has been prepared exclusively for our client, for the purpose of providing geotechnical recommendations for the design and construction of the proposed mixed use development. The report remains the property of GeoPacific Consultants Ltd. and unauthorized use of, or duplication of, this report is prohibited.

We are pleased to be of assistance to you on this project and we trust that our comments and recommendations are both helpful and sufficient for your current purposes. If you would like further details or would like clarification of any of the above, please do not hesitate to call.

For:  
GeoPacific Consultants Ltd.

Zakhar Okunev, B.Eng., E.I.T.  
Project Engineer

Reviewed by:



MAY 28 2021

Roberto Avendano, B.Eng., P.Eng.  
Principal



**LEGEND**

- ▽ N01-01 - TEST HOLE (N) LOCATION
- ▽ N01-02 - (N01) DYNAMIC CONE PENETROMETER TEST

**SITE PLAN**  
1:1000

TEST LOCATIONS ARE APPROXIMATE

RECORDED  
- 004050

TEL. NO.	18698	REVISED
SHE. NO.	18698-01	

**PROPOSED INDIGENOUS CARVING CENTRE**  
13723 CRESCENT ROAD, SURREY, B.C.  
TEST HOLE SITE PLAN

DATE	MAY 26, 2021	DESIGNED BY	Z.O.
DRAWN BY	M.A.C.	CHECKED BY	Z.O.
SCALE	AS SHOWN		


**GEOPACIFIC**  
 ENGINEERING & CONSTRUCTION LTD.  
 10000 136 STREET, SURREY, B.C. V3W 2G7  
 TEL: 604-271-8888

APPENDIX A – TESTHOLE LOGS

**Test Hole Log: TH21-01/DCPT21-01**

File: 18698

Project: Proposed Indigenous Carving Centre

Client: Surrey City Hall

Site Location: 13723 Crescent Road, Surrey, BC



**GEOPACIFIC**  
CONSULTANTS

1779 West 75th Avenue, Vancouver, BC, V6P 6P2  
Tel: 604-439-8822 Fax: 604-439-8182

INFERRED PROFILE				Moisture Content (%)	DCPT (blows per foot) 10 20 30 40	Groundwater / Well	Remarks
Depth	Symbol	SOIL DESCRIPTION	Depth (m)/Elev (m)				
0		Ground Surface	0.0				
0-1		<b>TOPSOIL</b>			8		
1-1.6		<b>SAND and GRAVEL</b> SAND and GRAVEL brown, sub- rounded cobbles, slightly moist	1.6	20.9	21		
1.6-9.1		<b>SILTY SAND</b> dense to very dense SILTY SAND, dark grey, trace gravel and cobbles, moist			17 16 20		
9.1-21.6				21.6	47 >50 >50		
21.6-26.0							
26.0-31.1				26.0			
31.1-40		End of Borehole	31.1				

Logged: LK  
Method: Solid stem auger  
Date: 2021-May-03

Datum: Ground elevation  
Figure Number: A.01  
Page: 1 of 1

## ATTACHMENT 3 ENHANCED SCREENING FOR CONTRACTORS FORM



### City of Surrey COVID-19 Contractor Screening Guidelines

#### Background

As you are aware, the World Health Organization has declared the novel Coronavirus (COVID-19) outbreak to be a global pandemic on March 11, 2020. The BC provincial government declared a state of emergency on March 18, 2020. In response to this situation, City of Surrey departments are taking measures to support operations, and apply the Public Health Officer orders, notices & guidance with respect to our workplaces.

We remain committed to providing services where possible. Our contractors/service providers are an important component to our operations and certain work must continue.

In cases where contracted resources have been engaged to provide service to our worksites, we need to ensure adequate protective steps are put in place.

We understand that these are challenging times, with emerging implications and impacts. We encourage good communications as we work through this current situation.

Employers in BC have an obligation to provide a safe workplace under the Workers Compensation Act and the Occupational Health and Safety Regulation. This includes taking reasonable and responsible measures to protect employees from a contagion like the Novel Coronavirus (COVID-19).

#### Purpose

This guide is intended to highlight key expectations, communicable disease preparedness and response measures that can be taken by City of Surrey contractors/service providers in relation to COVID-19. It is independent of and does not negate WorkSafe BC or other legislated requirements.

This guidance is also based upon current knowledge and it should be understood that guidance is subject to change as new data become available and new developments arise with this new virus; furthermore, unique situations may require some discretion in adjusting these guidelines which are meant to be supportive, not prescriptive.

#### Recommended Guidelines for Managers, Project Managers, Supervisors et al.

All contractors that enter a City of Surrey Worksite to perform services must provide their City of Surrey representative with a copy of their organizations Covid-19 Health and Safety protocols prior to commencing any work inside our facilities or with our field crews. A checklist is provided in the appendix for managers and supervisors to use.

City of Surrey Occupational Health & Safety  
Issue: April 8, 2020

Contractors must enter/exit through the City of Surrey designated entrance/exit only.

All contractors/service providers must sign in/out when on-site.

If anyone onsite develops flu like symptoms, they must immediately leave and self-isolate and immediately contact the project supervisor by phone and seek medical guidance. The Contractor company management or representative must inform the City immediately.

The answer to the following four screening questions must be communicated to the City representative coordinating work, prior to any contractor entering a City of Surrey building or field worksite:

1. Have you been advised by the public health authority or your family physician to self-monitor or self-isolate in the last 14 days?
2. Do you have any of the following symptoms in the last 14 days:
  - Fever
  - Cough
  - Sore throat
  - Difficulty breathing
  - Pneumonia
3. Have you just returned from outside of Canada within the last 14 days?
4. Have you been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with) in the last 14 days?

If any of the above questions is a **YES** the contractor is not permitted to enter the building for 14 days or cleared by Occupational Health and Safety. City of Surrey site supervisor must be notified immediately.

**NOTES:**

- City of Surrey as the Prime Contractor will ensure that no more than one contracting company will be in a specific area of the facility. The City will need to continue to provide worksite OHS orientation.
- At all times while performing a work process in our facility, staff must maintain 2 metres (6 feet) apart. If this cannot be maintained a risk management protocol must be established and followed. Please share protocol with the project coordinator.
- Everyone onsite needs to know where soap and water is available or hand sanitizer.

Copies of contractors Covid-19 protocols can be forwarded to [safety@surrey.ca](mailto:safety@surrey.ca).

City of Surrey Occupational Health & Safety  
Issue: April 8, 2020

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### COVID-19 Information from City of Surrey to our Service Providers

For the most up-to-date provincial information and resources, please visit the BC Centre for Disease Control (BCCDC)'s webpage on the novel coronavirus, which is updated daily. For more information, please refer to:

- HealthLinkBC.ca – Health Feature - Coronavirus: <https://www.healthlinkbc.ca/health-feature/coronavirus>
- Government of Canada - 2019 novel coronavirus: Outbreak update: <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection.html>
- To receive non-medical information about COVID-19, British Columbians can reach service representatives seven days a week, from 7:30 a.m. to 8 p.m., by calling 1-888-COVID19.
- Online self-assessment tool at <https://covid19.thrive.health/>

### How Is COVID-19 Spread? (Information below is from the BC Ministry of Health)

#### Step 1- The virus is spread through infected droplets.

- The main way the virus is spread is when someone who is sick with COVID-19 (i.e. fever, cough, sneezing) spreads infected droplets by coughing or sneezing.
- The droplets can travel ~ 2 meters, approximately two adult arm lengths.
- The droplets do not hang in the air, but they can land on surfaces and contaminate them (i.e. doorknobs, light switches, counters) AND/OR
- If the person coughs or sneezes into their hands, they can transfer the virus onto things that they touch.
  - Therefore, it's recommended to cough into your elbow, or a tissue that can be thrown away immediately and do frequent hand hygiene with plain soap and water or alcohol-based sanitizer with 60% alcohol content.
  - Antimicrobial soap is NOT required to prevent the spread of COVID-19.

#### Step 2 – A person is exposed to the virus through contact with infected droplets.

- Another person can be exposed to the virus if:
  - They are within 2 meters of the ill person and inhale infected droplets OR
  - They touch something that has the infected droplets on it (i.e. doorknob, light switch) and then touch their eyes, nose or mouth and the virus gets into their body.

#### Step 3 – The person who got exposed may get sick with COVID-19 up to 14 days after exposure.

- The virus can take up to 14 days to make someone sick after they have been exposed to COVID-19. This is called the incubation period.
- If they become sick with symptoms compatible with COVID-19 (fever, cough, muscle aches, difficulty breathing, runny nose, sore throat, or diarrhea) then that person can start spreading the virus in the environment as per Step 1.
- It may be possible to spread the virus even when someone has mild symptoms.

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### The most effective ways to reduce the spread of covid-19:

(Learn more at <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/prevention> & <http://www.bccdc.ca/Health-Info-Site/Documents/COVID19-Prevention.pdf>)

Please see appendix (Prevention, Hand Hygiene, Physical Distancing).

### What Are the Symptoms?

While many of the characteristics of COVID-19 are still unknown, mild to severe illness has been reported for confirmed cases. The symptoms of COVID-19 are similar to other respiratory illnesses, including the flu and common cold. They include cough, fever, and difficulty breathing.

### If a person has symptoms of covid-19:

- Symptoms of COVID-19 include fever, cough, difficulty breathing, chills, sore throat, runny nose, sneezing, diarrhea (learn more at: <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/if-you-are-sick>).
- Any person who is ill and has symptoms should isolate for 10 days (see section below if self-isolation is not possible)
- Any person who is concerned they may have COVID-19, can access self-assessment tools via:
  - Online self-assessment tool at [www.bc.thrive.ca](http://www.bc.thrive.ca)
  - Calling 8-1-1
  - Downloaded app – BC COVID-19 support (available on the Apple App Store or Google Play)
- Anyone who is ill should cover their coughs or sneezes by:
  - Wearing a face mask (i.e. surgical/procedural mask) if it's available.
  - If a mask is not available, a [homemade mask](#) (like a bandana) could be used.
  - If no surgical or homemade mask is available, people should cough or sneeze into a tissue or their elbow and perform hand hygiene immediately after.
- If the ill person is having chest pains, or severe difficulty breathing, it could be a life-threatening emergency. Call 9-1-1 or the local emergency number immediately.

### What are some of the Controls the City of Surrey has implemented to manage workplace Exposure to Influenza and COVID-19?

- Coronavirus information has been shared with all staff and the Occupational Health and Safety committees on a regular basis.
- Staff that are sick must not attend work.
- Enhanced workplace cleaning and disinfection of high traffic touch points and workstation disinfection procedures implemented.
- Encouraging staff to perform frequent hand washing with soap and water or hand sanitizer.
- Promoting sneezing and coughing etiquette.
- Restricting handshakes.

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- Social distancing measures implemented; staff encouraged to maintain 6 feet from one another.
- Barrier Shields installed at finance front counter.
- Restrictions on the number of people allowed in Elevators and City vehicles.
- Enhanced screening of visitors to City Hall, appointment meetings only.
- Provide hand sanitizer and disinfection supplies to our field staff.
- Protocol developed on how to respond if City staff gets Covid-19 or flu like symptoms while at work.
- Staff informed to use Covid-19 Online Health Assessment tool (BC Health).
- Staff advised to self-isolate if they have any flu like symptoms, had close contact with a Covid-19 diagnosed person and travelled outside BC.

Thank you for your collaboration and your continued support. If you have any questions, please email [safety@surrey.ca](mailto:safety@surrey.ca).

Sam Chauhan  
Manager, Occupational Health & Safety  
City of Surrey  
[sschauhan@surrey.ca](mailto:sschauhan@surrey.ca)  
O: 604-591-4658  
C: 778-846-0673

City of Surrey Occupational Health & Safety  
Issue: April 8, 2020

### **Enhanced Screening for Contractors Checklist**

- All contractors must provide the City of Surrey with a copy of their COVID-19 Health and Safety Protocols prior to commencing work at City of Surrey Facilities.
- Contractors must enter/exit through City of Surrey designated entrance/exit only.
- All contractors must sign in/out when on site.
- If anyone onsite develops flu like symptoms, they must immediately leave and self-isolate and immediately contact the project supervisor by phone and seek medical guidance.

Answers to the screening questions below must be communicated to the City Representative coordinating work, prior to any contractor entering a City of Surrey building

1. Have you or your staff a that maybe attending a City of Surrey worksite been advised by the public health authority or their family physician(s) to self-monitor or self-isolate in the last 14 days?
2. Do you or your staff have any of the following symptoms in the last 10 days:
  - Fever
  - Cough
  - Sore throat
  - Difficulty breathing
  - Pneumonia
3. Have you or your staff that are expected to work at a City of Surrey worksite just returned from outside of Canada within the last 14 days?
4. Have you or your staff that are expected to work at the City been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with) in the last 14 days?

**If any of the above questions is a YES the contractor is not permitted to enter the building for 14 days.**

City of Surrey site supervisor must be notified immediately

#### **NOTES:**

- City of Surrey as the Prime Contractor will ensure that no more than one contracting company will be in a specific area of the facility.
- At all times while performing a work process in our facility, staff must maintain 2 metres (6 feet) apart. If this cannot be maintained a risk management protocol must be established and followed. Please share protocol with the project coordinator.
- Everyone onsite needs to know where soap and water is available or hand sanitizer.

City of Surrey Occupational Health & Safety  
Issue: April 8, 2020

City of Surrey Contact/Site Supervisor Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Contractor Workplace Safety Clearance Checklist**

Company Name:		Contact Number:	
Service Providing:			
Contractor's Qualified OHS Coordinator:		Contact Number:	
Name of your Staff attending City of Surrey worksite:	Contact Number:	Duration on Project:	
1) _____	1) _____	1) _____	
2) _____	2) _____	2) _____	
3) _____	3) _____	3) _____	
4) _____	4) _____	4) _____	
5) _____	5) _____	5) _____	

If I have any Occupational Health & Safety Questions or Concerns, I understand that I am to bring them to my immediate Supervisors attention.

**Enhanced Screening Questions Acknowledgement**

City of Surrey, the contractor must answer the following questions, pertain to any staff attending our active worksite:

YES	NO	Question
		Have any of your staff or yourself be advised by the public health authority or the family physicians to self-monitor or self-isolate in the last 14 days?  If so, what action did you take: _____ _____
		Has any of your staff attending a City of Surrey worksite have the following symptoms within the last 10 days:

City of Surrey Occupational Health & Safety  
Issue: April 8, 2020

		<ul style="list-style-type: none"> <li>• Fever</li> <li>• Cough</li> <li>• Sore throat</li> <li>• Difficulty breathing</li> <li>• Pneumonia</li> </ul>
		For staff that may have symptoms did they get medical clearance to return to work?
		Have you or your staff that maybe attending at City of Surrey worksite returned from outside of Canada within the last 14 days?
		Have you or your staff that are scheduled to attend a City of Surrey worksite been in close contact with a person who has been confirmed with coronavirus (COVID-19) (family or friend that you live with)?

In the event that a contractor/worker becomes ill onsite, the contractor/worker must immediately leave the City of Surrey building and notify the Site Supervisor (Phone Number: \_\_\_\_\_)

I hereby acknowledge receipt of information on requirement for the safety and health at the City of Surrey and will adhere to the terms set herein and cooperate with all policies and procedures.

**Facility Location:** \_\_\_\_\_

**Employee/Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

A healthy and safe workplace is everyone's responsibility. Your active participation and support are vitally important to maintaining and improving health and safety in our workplace.

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# Coronavirus COVID-19

BC Centre for Disease Control | BC Ministry of Health



## Coronavirus Prevention



Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based hand sanitizer.



Avoid touching your eyes, nose, and mouth with unwashed hands.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid close contact with people who are sick.



Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick.



**WEARING A MASK IS NOT AN EFFECTIVE MEASURE TO KEEP YOURSELF SAFE FROM VIRAL INFECTION.**



Ministry of Health



BC Centre for Disease Control

If you have fever, a new cough, or are having difficulty breathing, call 8-1-1.



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## Hand Hygiene

**SOAP OR ALCOHOL-BASED HAND RUB: Which is best?**



Either will clean your hands: use soap and water if hands are visibly soiled.



Remove hand and wrist jewellery

### HOW TO HAND WASH



1 Wet hands with warm (not hot or cold) running water



2 Apply liquid or foam soap



3 Lather soap covering all surfaces of hands for 20-30 seconds



4 Rinse thoroughly under running water



5 Pat hands dry thoroughly with paper towel



6 Use paper towel to turn off the tap

### HOW TO USE HAND RUB



1 Ensure hands are visibly clean (if soiled, follow hand washing steps)



2 Apply about a loonie-sized amount to your hands



3 Rub all surfaces of your hand and wrist until completely dry (15-20 seconds)

BRITISH COLUMBIA Ministry of Health BC Centre for Disease Control

COVID-19

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## Physical distancing

Protect yourself, your loved ones and your community from COVID-19  
March 23, 2020

Physical distancing means making changes in your everyday routines in order to minimize close contact with others.

Keeping about two metres apart when we are outside our homes is something we can all do to help stop the spread of COVID-19.



Here are some other tips to practice physical distancing while keeping up mental wellness:

- ✓ Greet with a wave instead of a handshake, kiss or hug
- ✓ Exercise at home or outside
- ✓ Get groceries and medicines at off-peak times
- ✓ Go for a walk with family or others you are living with
- ✓ Work from home
- ✓ Use food delivery services or online shopping
- ✓ Go outside for some fresh air
  - Go for a run, bike ride, rollerblade, snowshoe, walk the dog or get the mail while maintaining safe physical distance from others
- ✓ Use public transportation at off-peak times
- ✓ Have kids play in the backyard or park

### Remember to:

- Stay at home when you're sick, even if symptoms are mild
- Avoid crowded places and non-essential gatherings
  - No play dates, group walks, basketball games or gathering on the beach
- Take care of your mental well-being through checking in with loved ones and self-care
- Cough and sneeze into your elbow or sleeve
- Wash your hands regularly



Learn more at [bccdc.ca/covid19](https://bccdc.ca/covid19)

Physical distancing: Protect yourself, your loved ones and your community from COVID-19  
MARCH 23, 2020



Ministry of Health



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