



**Tender Documents for:**

**Title: SOFTBALL CITY LED LIGHTING UPGRADE**

**Reference No.: 1220-020-2024-005**

(Construction Services)

Issue Date: July 31, 2024



## INVITATION TO TENDERERS

Contract Name: Softball City LED Lighting Upgrade

Reference No.: 1220-020-2024-005

The City of Surrey (*the "Owner"*) invites *Tenders* for renovation and upgrade of lighting systems for four (4) softball fields at Softball City in South Surrey Athletic Park, located at 2201 – 148th St., Surrey, British Columbia, in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Agreement.

The *Work* includes the provision of all equipment, labour, disposals, materials and incidentals required to complete all of the *Work* as described herein these tender documents for include removal and disposal of existing luminaires and the supply and install of new LED luminaires in accordance with specifications and drawings.

Refer to the project drawings and specifications for a complete description of the scope of the *Work* and services required.

### **Contract Documents are available at:**

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

The *Contract* is based on the Canadian Construction Documents Committee CCDC-2 Stipulated Price Contract, 2008 edition and the *Owner's* Supplementary General Conditions.

### **Information Meeting:**

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

**Closing Time and Address For Tender Delivery:**

A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of Tender and should be accompanied by a copy of the original Bid Bond in an amount of ten (10) percent of the *Tender Price*.

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

Confirmation of receipt of email will be issued. *Tenders* that cannot be opened or viewed may be rejected. A *Tenderer* bears all risk that the *Owner's* receiving computer equipment functions properly so that the *Tender* is received:

**on or before the following date and time**

**Tender Closing Time: 11:00 a.m., local time**

**Tender Closing Date: August 20, 2024**

**(the “Closing Time”).**

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

The lowest or any *Tender* will not necessarily be accepted. The *Owner* reserves the right to accept or reject any or all *Tenders*. The *Owner* also reserves the right to cancel any Invitation To *Tender* at any time without recourse by the *Tenderer*.

The *Owner* will not under any circumstances be responsible for any costs incurred by the *Tenderer* in preparing the *Tender*.

**Inquiries**

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

Name: Sunny Kaila, Manager, Procurement Services

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

Reference No.: 1220-020-2024-005

**- END OF SECTION -**

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# **PART A INTRODUCTION**

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## PART A – INTRODUCTION

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CITY OF SURREY (the “Owner”)

**Contract:** Softball City LED Lighting Upgrade

**Reference No.:** 1220-020-2024-005

### 1.0 Introduction

- .1 *Tenders* for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Surrey (the “Owner”) for renovation and upgrade of lighting systems for four (4) softball fields at Softball City in South Surrey Athletic Park.

### 2.0 Project Description

- .1 The *Work* on this *Project* generally includes, but is not limited to, the provision of all equipment, labour, disposals, materials and incidentals required to complete all of the *Work* as described herein these tender documents for include removal and disposal of existing luminaires and the supply and install of new LED luminaires in accordance with the *Drawings* and *Specifications (Project)*.

The *Place of the Work* is located at Softball City in South Surrey Athletic Park, located at 2201 – 148th St., Surrey, British Columbia.

To be considered, *Tenderers* should be:

- A qualified electrical contractor who has successfully completed at least two major sports field lighting projects of the same scale and nature in the past five years. Subject to approval of the City, the Tenderer may subcontract any work to be performed under this Contract. However, the election to subcontract work shall not relieve the Tenderer from responsibility or liability which it has assumed under this Contract and the Tenderer shall remain liable to the same extent that its liability would attach, as if the *Work* had been performed by the Tenderer's own employees.

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

- .2 Scheduling

The *Work* on this *Project* is anticipated to commence on September 16, 2024 or earlier, and to be substantially completed on or before <<insert date>>.

The *Work* is required to be coordinated with the *Owner* to minimize impacts to daily business operations and scheduled activities at the *Place of the Work*.

### 3.0 Definitions and Interpretations

In this *Tender* the following definitions shall apply:

- (a) “*BC Bid Website*” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (b) “*Closing Time*” has the meaning set out in section 1.3 of Part B – Instructions to Tenderers;
- (c) “*Form of Tender*” means the *Form of Tender* in Part C of the *ITT*;
- (d) “*Information Meeting*” has the meaning set out in Part B section 2.0 of Part B – Instructions to Tenderers;
- (e) “*ITT*” means this Invitation to *Tender* # 1220-020-2024-005
- (f) “*Notice of Award*” means a written letter of intent from the *Owner* to a *Tenderer* that the *Owner* accepts the *Tenderer’s Tender*;
- (g) “*Notice to Proceed*” means a written notice from the *Owner* to a *Tenderer* to whom a *Notice of Award* has been delivered, directing the *Tenderer* to proceed with the *Work* in accordance with the *Tender Documents*;
- (h) “*Owner*” means the City of Surrey;
- (i) “*Owner’s Representative*” has the meaning set out in Part B section 4.0 of the *ITT*;
- (j) “*Owner’s Website*” means <http://www.surrey.ca>;
- (k) “*Specifications*” means Part F of the *Tender Documents* consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*;
- (l) “*Tender*” means a tender submitted in response to this *ITT*;
- (m) “*Tender Documents*” means the documents identified as such in Part B section 7.0 of the *ITT*;
- (n) “*Tenderer*” means an entity that submits a *Tender*; and
- (o) “*Tender Price*” means the amount stipulated by the *Tenderer* in the space provided in the *Form of Tender*, including all applicable taxes, which price, for greater certainty, is the *Tenderer’s* proposed *Contract Price*.

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

**- END OF SECTION -**



# **PART B**

# **INSTRUCTIONS TO TENDERERS**

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

**CITY OF SURREY** (the “*Owner*”)

**Contract:** Softball City LED Lighting Upgrade

**Reference No.:** 1220-020-2024-005

**1.0 Closing Time and Address For Tender Delivery**

- .1 A *Tender* should be submitted in the form attached to this *ITT* as Part C – Form of *Tender* and should be accompanied by a copy of the original Bid Bond in an amount of ten (10%) percent of the *Tender Price*.
- .2 The *Tenderer* should submit the *Tender* **electronically** in a single pdf file which must be delivered by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)
- .3 Confirmation of receipt of email will be issued. *Tenders* that cannot be opened or viewed may be rejected. A *Tenderer* bears all risk that the *Owner's* receiving computer equipment functions properly so that the *Tender* is received:

**on or before the following date and time:**

**Tender Closing Time: 11:00 a.m., local time**

**Tender Closing Date: August 20, 2024**

**(the “Closing Time”).**

- .4 **Note:** The maximum file size the *Owner* can receive is 10Mb. If sending large email attachments, *Tenderers* should phone [604-590-7274] to confirm receipt.
- .5 The *Owner* intends to open *Tenders* in private, but reserves the right to open *Tenders* in public at its sole discretion.
- .6 *Tenders* received after the *Closing Time* will not be accepted or considered. Delays caused by any delivery, technological delays, courier or mail service(s) will not be grounds for an extension of the *Closing Time*.
- .7 For the purpose of the *Tender* submission, digital copies of original documents and signatures sent **electronically** are accepted. Original documents are required upon request by the *Owner*.
- .8 *Tender* submissions are subject to the *Freedom of Information and Protection of Privacy Act*.
- .9 *Tender Costs* – The *Tenderer* has the sole responsibility for any costs associated with preparing and submission of its *Tender*.

## 2.0 Information Meeting

- .1 An information meeting may be hosted by the *Owner's Representative* to discuss the *Owner's* requirements under this *ITT* (the "**Information Meeting**"). While attendance is at the discretion of *Tenderers*, *Tenderers* who do not attend will be deemed to have attended the *Information Meeting* and to have received all of the information given at the *Information Meeting*. At the time of issuance of this *ITT* a meeting has not been scheduled.
- .2 Completion of a sign-in sheet will be required of all *Tenderers* in attendance at the meeting place start time.
- .3 The site visit will give the opportunity for contractors to view the site, take any measurements, confirm specifications and ask any other questions regarding the *Work*.
- .4 No claims will be allowed for any misunderstanding about the terms and conditions of the *Contract* relating to the site conditions. No adjustment to the schedule or to the *Contract* price will be made for difficulties encountered during the construction due to conditions, features, and peculiarities of the site that were evident at the time of the *Tender Closing Date and Time*.

## 3.0 Amendments to Tenders

- .1 *Tenders* may be revised by written amendment, delivered to the location set out in Section 1.0, at any time before the *Closing Time* but not after. An amendment should be signed by an authorized signatory of the *Tenderer* in the same manner as provided by Section 8.3. Faxed to 604-599-0956 or emailed [purchasing@surrey.ca](mailto:purchasing@surrey.ca) pdf amendments are permitted, but such faxed or emailed amendment should show only the change to the *Tender Price(s)* and in no event disclose the actual *Tender Price(s)*. A *Tenderer* bears all risk that the *Owner's* computer equipment functions properly so as to facilitate timely delivery of any amendment.

## 4.0 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

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

Reference No.: 1220-020-2024-005

- .2 Inquiries should be made no later than seven (7) *Working Days* before the *Closing Time*. The *Owner* reserves the right not to respond to inquiries made within seven (7) *Working Days* of the *Closing Time*. Inquiries and responses will be recorded and may be distributed to all *Tenderers* at the discretion of the *Owner*.

- .3 *Tenderers* finding discrepancies or omissions in the *Tender Documents*, or having doubts as to the meaning or intent of any provision, should immediately notify the *Owner's Representative*. If the *Owner* determines that an amendment is required to this *ITT*, the *Owner Representative* will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this *ITT* or may be relied upon by any *Tenderer*.

## 5.0 Addenda

- .1 If the *Owner* determines that an amendment is required to this *ITT*, the *Owner's Representative* will issue a written addendum by posting it on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the *Owner's* website at [www.surrey.ca](http://www.surrey.ca) (collectively, the "**Websites**") and upon posting will be deemed to form a part of this *ITT*. It is the responsibility of *Tenderers* to check *Websites* for addenda. The only way this *ITT* 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 *ITT* or may be relied upon by any *Tenderer*. By delivery of a *Tender* the *Tenderer* is deemed to have received, accepted and understood the entire *ITT*, including any and all addenda.

## 6.0 Examination of the Contract Documents and Place of the Work

- .1 By submitting a *Tender*, *Tenderers* shall be deemed to have inspected and examined the *Place of the Work* and surroundings and to have reviewed all applicable *Contract Documents* in order to obtain a satisfactory comprehension of the *Work* required and shall satisfy themselves and make all investigations necessary as to the quantities, *Place of the Work* and nature of the *Work*, the means of access to the *Place of the Work*, the accommodation and facilities they may require, and the conditions under which the labour force will be employed, and in general have themselves obtained all necessary information, local or otherwise, as to risks, contingencies, and other circumstances which may influence or affect their *Tender*. Additional payment will not be allowed for any such site conditions which a *Tenderer*, experienced in work similar to the *Work*, would have observed by these inspections.

## 7.0 Tender Documents

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

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

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

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

Login ID:                   surreybid

Password:                   Welcome

Locate Folder: 1220-020-2024-005

- .2 The following is the list or description of the *Tender Documents* referred to in the *Tender* for the above named project:
- (a) Cover Page and Table of Contents to the *ITT*;
  - (b) Part A – Introduction;
  - (c) Part B – Instructions To *Tenderers*;
  - (d) Part C – Form of *Tender*, including Appendices;
  - (e) Part D – Form of Agreement, Standard Construction Document CCDC 2, 2008, Agreement, Definitions, the General Conditions of the Stipulated Price Contract;
  - (f) Part E – City of Surrey, Supplementary General Conditions, Stipulated Price Contract CCDC 2 – 2008;
  - (g) Part F – *Specifications* (Project);
  - (h) Part G – *Drawings*, as listed in the *Drawing Index*;
  - (i) Part H – Samples of Forms;
  - (j) Any and all amendments, addenda, and questions and answers issued by the *Owner* prior to the *Closing Time*; and
  - (k) All other specifications and drawings for the *Work* referred to in any of the above listed documents.
- .3 Any additional information made available to *Tenderers* prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in this Tender Document is not included in the *Contract Documents*. Such additional information is made available only for the assistance of *Tenderers* who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

## 8.0 Tender Submission Form and Contents

- .1 **Submission** – *Tenders* should reference the *Tenderer's* name, title of project and *Tender* reference number.
- .2 **Form of Tender** - *Tenderers* should complete the **Form of Tender attached as Part C – Form of Tender, including Appendices 1 through 6**. *Tenderers* are encouraged to respond to the items listed in Appendices 1 through 6 in the order listed. *Tenderers* are encouraged to use the forms provided and attach additional pages as necessary.
- .3 **Signature** - The legal name of the person or firm submitting the *Tender* should be inserted in Part C – Form of Tender. The *Tender* should be signed by a person authorized to sign on behalf of the *Tenderer* and include the following:
- (a) If the *Tenderer* is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The *Tender* should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the *Tender* on behalf of the corporation is submitted;

- (b) If the *Tenderer* is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the *Owner* that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the *Tenderer* is an individual, including a sole proprietorship, the name of the individual should be included.

## 9.0 Tender Price

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

## 10.0 Bonding

- .1 Each *Tender* should be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the "City of Surrey", in the amount of ten percent (10%) of the *Tender Price*.
- .2 The *Contractor* should, no later than 10 business days after receipt of a letter of intent, provide to the *Owner* a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, or as otherwise agreed to in writing from the *Owner*. The cost of all Bond premiums shall be included in the *Tender Price*, and noted on the schedule of pricing sheet.
- .3 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond:	CCDC 220 (latest edition)
Performance Bond:	CCDC 221 (latest edition)
Labour and Material Payment Bond:	CCDC 222 (latest edition)

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

## 11.0 Acceptance of Tenders

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

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



- .6 The *Owner* and its representatives, agents, *Consultants* and advisors will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a final *Contract*, or other activity related to or arising out of this *ITT*, including in the event the *Owner* accepts a non compliant *Tender* or otherwise breaches the terms of this *ITT*.
- .7 A pre-award meeting may be conducted with the preferred *Contractor* prior to award to confirm project details and expectations of the *Owner*.
- .8 *Tenderers* are solely responsible for their own expenses in preparing and submitting a *Tender*, and for any meetings, negotiations or discussions with the *Owner* or its representatives and consultants, relating to or arising from the *ITT*. The *Owner* will not be liable to any *Tenderer* for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the *Tenderer* in preparing and submitting a *Tender*, or participating in negotiations for a contract, or other activity related to or arising out of this *ITT*.

## **12.0 Conflict of Interest**

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

## **13.0 Discrepancies In Tender Submission**

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

## **14.0 Confidentiality**

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



by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## 15.0 Evaluation

- .1 In exercising its absolute discretion the *Owner* will have regard to the information provided by the *Tenderer*, and may also have regard to any information obtained by the *Owner*, as well as from any other person, firm or corporation. In exercising this discretion the *Owner* may consider, but is not limited to, the following criteria:
  - (a) the proven experience of the *Tenderer*, and any listed *Superintendent* or *Subcontractors* to do the *Work*;
  - (b) the *Tenderer's* history on other projects including the quality of *Work*, changes in the *Work*, force account work, and the contract administration costs of the *Owner*;
  - (c) the *Tenderer's* ability to complete the *Work* within the *Preliminary Construction Schedule* including timelines in completing deficient *Work*;
  - (d) maintenance costs, availability of parts and service, warranty and compatibility with existing equipment and/or conditions; and
  - (e) the *Tenderers* ability to work effectively with the *Owner*, its consultants and representatives, and the public.
- .2 The *Owner* may, in its absolute discretion, not award to a *Tenderer* if the *Tenderer*, or any officer or director of a corporate *Tenderer*, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the *Owner* and its elected and appointed officers and employees or any of them, or if the *Owner* has initiated legal action against any officers or directors of the *Tenderer* in relation to any other contract services or matter. In no event shall the *Owner* be liable for the *Tenderer's* cost of preparing a *Tender*.
- .3 For purposes of this section, the words "legal action" includes, without limitation, mediation, arbitration, hearing before an administrative tribunal or lawsuit filed in any court.

## 16.0 Status Inquiries

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

## 17.0 Non-Residents

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

## 18.0 Additional Instructions To Tenderers

- .1 In submitting a *Tender*, the *Tenderer* represents and warrants that:
- (a) prior to submitting the *Tender*, the *Tenderer* has disclosed to the *Owner* in writing any actual or potential conflict of interest;
  - (b) the *Tenderer* has not and will not offer or provide any gifts or personal benefit to any elected or appointed representative or employee of the *Owner*;
  - (c) except as disclosed in writing by the *Tenderer*, no elected or appointed representative or employee of the *Owner*:
    - (i) has any interest in the *Tenderer* by way of ownership or management, or
    - (ii) has or is entitled to have any interest in the Contract or any benefit arising therefrom; and
  - (d) the *Tenderer* has not and will not solicit or lobby any individual elected or appointed representative or employee of the *Owner* in regard to the award of the Contract.

As a condition precedent to award of *Contract*, the successful *Tenderer* must have or obtain a business license from the *Owner*.

**- END OF SECTION -**

# **PART C**

# **FORM OF TENDER**

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**PART C - FORM OF TENDER**

**City of Surrey (the "Owner")**

**Contract Name:** Softball City LED Lighting Upgrade

**Reference No.:** 1220-020-2024-005

**TO OWNER:**

**1. WE, THE UNDERSIGNED:**

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

<b>Addendum No.</b>	<b>Date Issued</b>

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**2. ACCORDINGLY WE HEREBY OFFER:**

2.1 to perform and complete all the *Work* and to provide all the labour, *Construction Equipment* and material all as set out in the *Tender Documents*, in strict compliance with the *Tender Documents*; and

2.2 The *Work* on this *Project* is anticipated to commence on **September 16, 2024** and to be substantially completed on or before [REDACTED].

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices listed in Appendix 1, Schedule of Quantities and Prices, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of *Tender* comparison, our *Tender* is to perform and complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this *Form of Tender*. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and includes GST.

**3. WE CONFIRM:**

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

**4. WE CONFIRM:**

4.1 that the following appendices are attached to and form a part of this *Tender*:

4.1.1 Appendix 1 – Schedule of Quantities and Prices,  
Appendix 2 – Force Account Labour and Equipment Rates,  
Appendix 3 – Preliminary Construction Schedule,  
Appendix 4 – Tenderer’s Experience in Similar Work,  
Appendix 5 – Tenderer’s Senior Supervisory Staff,  
Appendix 6 – Subcontractors and Suppliers,

4.1.2 the bid security as required by paragraph 10.1 of Part B - Instructions to *Tenderers*; and

4.1.3 the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed.

**5. WE AGREE:**

5.1 that this *Tender* will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Letter of Intent*”) by which the *Owner* accepts our *Tender* we will:

5.1.1 within 15 *calendar days* of receipt of the written *Letter of Intent* deliver to the *Owner*:

(a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor’s* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;

(b) agreed upon Schedule of Values;

(c) a finalized critical path *Construction Schedule*;

(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 the *Place of the Work* operations and access to staff and public users of the *Place of the Work*;

(e) a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;

- (f) a WorkSafeBC “clearance letter” and Prime Contractor Designation letter indicating that the *Tenderer* is in WorkSafeBC compliance;
- (g) a copy of a valid City of Surrey or Intermunicipal Business License; and
- (h) a completed and signed Certificate of Insurance for the amounts required in the proposed *Contract Documents* as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner’s* sample insurance certificate form available on the *Owner’s* website.  
[http://www.surrey.ca/files/DCT\\_Standard\\_Certificate\\_of\\_Insurance\\_2014.docx#sthash.2d0R1V6z.dpuf](http://www.surrey.ca/files/DCT_Standard_Certificate_of_Insurance_2014.docx#sthash.2d0R1V6z.dpuf)

5.1.2 within fifteen (15) calendar days of receipt of the written Letter of Intent, or such longer time as may be otherwise specified in the Letter of Intent, execute the *Contract Documents*.

5.1.3 within five (5) *calendar days* of receipt of written *Notice to Proceed*, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

**6. WE AGREE:**

6.1 that, if we receive written *Letter of Intent* of this *Contract* and, contrary to paragraph 5 of this *Form of Tender*, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this *Form of Tender*, or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the Bid Security shall be forfeited to the *Owner*, in an amount equal to the lesser of:

6.1.3 the face value of the Bid Security; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

**7. Our Business Address is as follows:**

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Business Phone: \_\_\_\_\_ - \_\_\_\_\_

Business Fax: \_\_\_\_\_ - \_\_\_\_\_

Business E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_

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

This *Tender* is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*Contractor:*

---

(Full Legal Name of Corporation, Partnership or Individual)

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(Name and Title of Authorized Signatory)

---

(Signature of Authorized Signatory)

**APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES**

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

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

**Reference No.:** 1220-020-2024-005

**Schedule of Quantities and Prices**

Description		Amount
<p><b>The Contractor will provide all labour, materials, equipment and plant and all other relevant services necessary for the performance of the Work as stated in the specifications and drawings, for South Surrey Athletic Park – Softball City sport fields LED lighting upgrade, located at 2201 – 148th St., Surrey , British Columbia.</b></p>		
<b>Tender Price:</b>		\$
<b>GST:</b>		\$
Currency: CAD	<b>TENDER PRICE, including GST:</b>	\$



## APPENDIX 2 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

### 1. Contractor Labour Rates

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

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

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

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

LABOUR CATEGORY	STRAIGHT TIME/HR (exclude GST)	OVERTIME RATE/HR (excluded GST)
1. Project Manager	\$	\$
2. Site Superintendent	\$	\$
3. Foreman	\$	\$
4. Plumber (BCTQ)	\$	\$
5. Electrician (BCTQ)	\$	\$
6. Apprentice (or experienced)	\$	\$
Others Not Listed Above (Specify):		
X.		
X.	\$	\$
X.	\$	\$

2. EQUIPMENT RATES

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

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

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

We confirm that the rates quoted above will remain in force until \_\_\_\_\_, 202\_.

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

**APPENDIX 3 – PRELIMINARY CONSTRUCTION SCHEDULE**

Indicate Schedule with bar chart with major item descriptions and time.

CONSTRUCTION ACTIVITY	Time from Notice to Proceed										
	CONSTRUCTION					SCHEDULE					IN
	1	2	3	4	5	6	7	8	9	10	
(Insert the following milestone dates)											
Notice To Proceed											
Mobilization											
Site Works											
•											
•											
Commissioning											
Final Clean-up of Site											
<i>Substantial Performance</i>											

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

## APPENDIX 4 – TENDERER’S EXPERIENCE IN SIMILAR WORK

### 1. TENDERER’S EXPERIENCE

This document is intended to provide information on the capacity, competence, and relevant experience of the Tenderer. Tenderer may supplement information with additional sheets if required.

Tenderer’s should have a minimum of \_\_\_ years experience on projects of similar in nature to this *Project*.

<b>Project #1</b> Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

<b>Project #2</b> Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

<b>Project #3</b> Title and Location:	
Date Started:	
Date Completed:	
Project Value and Approx. Size:	
Company Name:	
Contact Person:	
Business Telephone and Business E-mail:	
Consultant Name and Contact:	

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

**2. SUBCONTRACTOR'S EXPERIENCE**

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

<b>Year</b>	<b>Description Contract</b>	<b>of</b>	<b>Name &amp; Business Telephone Number</b>	<b>Contract Value (\$ Canadian)</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

<b>Year</b>	<b>Description Contract</b>	<b>of</b>	<b>Name &amp; Business Telephone Number</b>	<b>Contract Value (\$ Canadian)</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

<b>Year</b>	<b>Description Contract</b>	<b>of</b>	<b>Name &amp; Business Telephone Number</b>	<b>Contract Value (\$ Canadian)</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

**APPENDIX 5 – TENDERER’S SENIOR SUPERVISORY STAFF**

The Tenderer, having read and understood all documents relating to this Invitation To Tender confirm we possess the necessary qualifications as required by the specifications.

**1. TENDERER’S SENIOR SUPERVISORY STAFF EXPERIENCE**

Name: \_\_\_\_\_ Appointment: Project Manager  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
References: \_\_\_\_\_

Name: \_\_\_\_\_ Appointment: Project Superintendent  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
References: \_\_\_\_\_

Name: \_\_\_\_\_ Appointment: Safety Supervisor  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
References: \_\_\_\_\_

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

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

**2. SUBCONTRACTOR'S SENIOR SUPERVISORY STAFF EXPERIENCE**

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

Name: \_\_\_\_\_ Appointment: Project Superintendent

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Appointment: Project Superintendent

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Appointment: Project Superintendent

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**APPENDIX 6 – SUBCONTRACTORS AND SUPPLIERS**

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

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

**1. Sub-Trade Section**

<u>Description of work /supply</u>	<u>Name, address and business phone number of Subcontractor / Supplier</u>

**2. Equipment Section**

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

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

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



# PART D

## DRAFT FORM OF AGREEMENT

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(Construction Document CCDC-2-2008)

(INCLUDED HERE BY REFERENCE ONLY)

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

- END OF SECTION -

**PART E  
SUPPLEMENTARY GENERAL  
CONDITIONS**

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**(Construction Document CCDC-2-2008)**

**PART E**

**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.

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

Canadian Standard Construction Document CCDC-2-2008 is amended as follows

**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;

- .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’s* 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. Cash Allowance**

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

9. New Paragraph 29:

Add the following:

**“29. Approved Prices**

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

10. New Paragraph 30:

Add the following:

**“30. Construction Schedule**

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

11. New Paragraph 31:

Add the following:

**“31. 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 32:

Add the following:

**“32. 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 – *Contract Price*,
  8. Appendix C – *Construction Schedule*,
  9. Appendix D – Schedule of Force Account, Equipment Charge Out Rates, *Subcontractors* and *Product Suppliers*,
  10. Appendix E – Prime Contractor Designation – Letter of Understanding,
  11. Appendix F – *Contractor* Health & Safety Expectations,
  12. Appendix G – Site Safety Plan & Emergency Response - Information, including Key Personnel of Construction Team,
  13. Appendix H – Insurance Endorsement,
  14. Appendix I – Performance Bond,
  15. Appendix J – Labour & Material Payment Bond,
  16. Appendix K – Workers’ Compensation Board Clearance Letter,
  17. Appendix L – Statutory Declaration,
  18. Appendix M – Notice of Certification of Completion,
  19. Appendix N – Certification of Completion, and
  20. Appendix O – Posting Compliance Form.

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 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* 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.”

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

40. Refer to GC 5.1:

Delete entirely.

### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

41. 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

42. 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*.”

43. New GC 5.3.2:

Add the following:

“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 line holdback.”

44. 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.”

45. 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*.”

46. 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**

47. 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 subparagraphs .1 through .9 does not limit the Contractor's obligations for completion of the Work noted elsewhere in the Contract."

48. New GC 5.4.4:

Add the following:

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

**GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

49. Refer to GC 5.5.3:

Delete entirely.

**GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

50. 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

### 51. 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

#### 52. 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.”

#### 53. 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*.”

#### 54. 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**

55. Refer to GC 6.3.6:

Delete entirely.

56. 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".

57. Refer to GC 6.3.7.7:

Delete entirely.

**GC 6.5 DELAYS**

58. 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"

59. 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*.”

60. New GC 6.7:

**“GC 6.7 ACCELERATION**

- 6.7.1 If the *Consultant* determines that, because of the *Contractor's* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date of *Substantial Performance of the Work* (as may be adjusted pursuant to the *Contract Documents*) then the *Contractor* shall, upon written notice from the *Consultant*, at the *Contractor's* own cost take all reasonable measures to accelerate the *Work* so as to conform to the *Construction Schedule* and meet the date for *Substantial Performance of the Work*.
- 6.7.2 If the *Consultant* determines that, because of reasons other than the *Contractor's* own acts or omissions, the progress of the *Work* is behind the *Construction Schedule*, or will not meet the date for *Substantial Performance of the Work* (as maybe adjusted pursuant to the *Contract Documents*), or if the *Owner* desires to accelerate the *Work* to achieve early completion of the *Work*,

then on written notice from the *Consultant* the *Contractor* shall accelerate the *Work* as may be directed by the *Consultant*, at the *Owner* cost, such acceleration to be a change to which the provisions of Part 6 shall apply.

6.7.3 If the *Consultant* has not directed the *Contractor* to accelerate the *Work* at the *Owner* cost, the *Contractor* shall not be entitled to claim any payment on account of acceleration costs unless the *Contractor* has given prior written notice to the *Consultant* setting out that the *Contractor* intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not, by itself, entitle the *Contractor* to payment of such costs.

6.7.4 If the *Contractor* accelerates the performance of the *Work* because of a direction given pursuant to GC 6.7.1, or for the *Contractor's* own benefit, then the *Owner* may claim all reasonable costs incurred as a result of such acceleration, including additional costs of the *Consultant*, staff costs or other costs.”

## **PART 7 DEFAULT NOTICE**

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

61. 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**

62. .2 Revise the heading, “**NEGOTIATION, MEDIATION AND ARBITRATION**” to read, “**NEGOTIATION, MEDIATION AND LITIGATION**”

63. 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**

64. 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**

65. 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**

66. 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*.”

67. Refer to GC 9.2.2:

Delete entirely.

68. Refer to GC 9.2.3:

Delete entirely.

69. Refer to GC 9.2.4:

Delete entirely.

70. 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.”

71. 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*.”

72. 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.”

73. 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



- .4 9.1 – PROTECTION OF WORK AND PROPERTY; and  
reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6.”

## **GC 9.5 MOULD**

74. 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,”

75. 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**

76. 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:

77. Refer to GC 11.1.1.1:

Delete entirety and substitute with 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:

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

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

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

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

- 3) The deductible under such insurance shall not exceed \$10,000 per occurrence.
- 4) The *Contractor* shall ensure that all sub-contractors provide and maintain CGL coverage with limits and terms as specified in para 1 and name the *Owner* and the *Owner's Consultant* as additional insureds. The *Owner* reserves the right to request copies of the Certificates of Insurance from the *Subcontractors*.

**(b) Contractors Equipment**

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

**(c) Aircraft and Watercraft**

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

**(d) Marine Cargo Insurance (if applicable)**

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

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

**(e) Motor Vehicles**

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

**(f) Other Insurance**

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

**(g) Additional Insureds and Waiver of Subrogation**

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

**(h) Cancellation**

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

"NOTICE: It is hereby understood and agreed that this policy will not be cancelled or reduction in applicable limit without the Insurer(s) giving at least thirty (30) days prior written notice by Registered Mail to the *Owner*."

78. 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."

79. 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*."

80. 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.”

81. 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.”

82. 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.”

83. 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.”

84. 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**

85. Refer to GC 11.2.2:

Delete entirely.

86. 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**

87. 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:**

88. 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**

89. 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**

90. 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.”

91. 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*.”

92. New GC 14.1.3:

“14.1.3 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**

93. 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 OF SUPPLEMENTARY GENERAL CONDITIONS -**



**PART F**  
**SPECIFICATIONS (PROJECT)**  

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

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

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

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

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

Login ID:	surreybid
Password:	Welcome
Locate Folder:	1220-020-2024-005

**- END OF SECTION -**

# **PART G DRAWINGS**

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

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

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

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

Login ID:	surreybid
Password:	Welcome
Locate Folder: 1	220-020-2024-005

**- END OF SECTION -**

# PART H

## SAMPLES OF FORMS

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### FORMS FOR THE USE OF THE CONSULTANT AND/OR CONTRACTOR

Standard forms shall be utilized for City projects as applicable.

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

# APPENDIX A – CITY OF SURREY CERTIFICATE OF INSURANCE FORM - CONTRACTOR

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

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

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

**Insured:**

<b>Name:</b>	
<b>Address:</b>	

**Broker:**

<b>Name:</b>	<b>Broker's Name:</b>
<b>Address:</b>	<b>Phone:</b>

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

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

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

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

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

<input checked="" type="checkbox"/> 24 Months Maintenance Period	<input type="checkbox"/> Insures all professionals on the project
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**Particulars of Property Insurance (Sections 4,5 & 6): X indicates that the coverage is included**

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

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

\_\_\_\_\_  
 Authorized to Sign on Behalf of Insured

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Authorized to Sign on Behalf of Insurers & Broker Stamp

\_\_\_\_\_  
 Date Signed



## **APPENDIX C – 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 employer and contractor's 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 WorkSafeBC Occupational Health and Safety Regulation and to all 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 and provincial 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, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
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 to the coordinator.



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 their 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 WorkSafeBC regulations
- 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 acts or omissions at work

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

## GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and 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. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
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. All materials, tools, products and equipment are to be kept in their designated areas.
  - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
  - d. 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/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.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (ie. AC pipe), Lead (ie. paint) or Silica (ie. concrete) containing products.

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 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: \_\_\_\_\_