INVITATION TO TENDER ("ITT") NO. [INSERT]
[INSERT TITLE OF THE PROJECT]

FORM OF AGREEMENT

Between

________________________________________________________________________

And

CITY OF VANCOUVER

_____________________, 20_______
This AGREEMENT (this “Agreement”) is made as of the ___ the day of ________________.

BETWEEN:

CITY OF VANCOUVER, having an office at 453 West 12th Avenue
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the “Owner”)

OF THE FIRST PART

AND:

[NTD: INSERT CONTRACTOR NAME/ADDRESS]

(hereinafter referred to as the “Contractor”)

OF THE SECOND PART

WHEREAS:

A. The Owner has appointed [insert] (hereinafter referred to as the “Contract Administrator” for the purposes of this Contract) to act as its sole and exclusive agent for purposes of managing and administering the performance of the Work by the Contractor in accordance with the Specifications, Drawings and other Contract Documents; and

B. The Contractor has agreed with the Owner to perform the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE 1 ROLE OF THE CONTRACT ADMINISTRATOR

The Owner hereby designates and appoints the Contract Administrator as its sole and exclusive agent for the purpose of, on behalf of the Owner, managing and administering the performance of the Work, as set out in the Contract Documents. Unless otherwise notified in writing by the Owner to the Contractor, the agency of the Contract Administrator shall continue for the entire duration of this Contract including the period of any guarantees or warranties given by or through the Contractor. In the event of the revocation in writing of the agency of the Contract Administrator by the Owner, the Contract Administrator shall have no further authority under this Contract, except as may be specifically designated in writing by the Owner and agreed to in writing by the Contract Administrator, and all references to the Contract Administrator in this Contract shall thereafter be deemed to be references to the Owner or to such other person designated in writing to the Contractor. The Contract Administrator may from time to time delegate to a representative the performance of, or the authority to perform, the duties, responsibilities, rights and obligations of the Owner in respect of which the Contract Administrator has been designated and appointed as its sole and exclusive agent.

ARTICLE 2 WORK

The Contractor will carry out the Work, and will furnish all materials, equipment, products, labour, services and supervision necessary to carry out the Work as specified in and in accordance with the Contract Documents.
All of the Work shall be done, performed or furnished by the Contractor in a proper and workmanlike manner and in accordance with the requirements of the Contract Documents (as hereinafter defined).

ARTICLE 3  CONTRACT DOCUMENTS

3.1 The following are the Contract Documents, whether or not attached to this Agreement:

(a) this Agreement and the following schedules:
   (i) Schedule 1 - Supplemental General Conditions;
   (ii) Schedule 2 - Specifications and Drawings (the Specifications and Drawings listed in Schedule 2 that are not included in Schedule 2 are incorporated by reference);
   (iii) Schedule 3 - Schedule of Quantities and Prices;
   (iv) Schedule 4 - Subcontractors and Suppliers;
   (v) Schedule 5 - Construction Schedule;
   (vi) Schedule 6 - Performance and Labour and Material Payments Bonds;
   (vii) Schedule 7 - Insurance Certificates;
   (viii) Schedule 8 - Force Account Labour and Equipment Rates;
   (ix) Schedule 9 - Insurance;

(b) the “Master Municipal General Conditions” contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the Supplemental General Conditions attached hereto as Schedule 1 (collectively, the “General Conditions”);

(c) the Tender;

(d) the Specifications and Drawings (i.e., those not included in Schedule 2 but incorporated herein by reference);

(e) the Traffic Management Plan provided by the Contractor to the Owner (incorporated by reference); and

(f) [insert any others.]

3.2 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent and spirit of the Contract Documents is that the Contractor is required to complete the Work in every detail within the times and for the purposes designate, and that the Contractor shall furnish and do any and everything necessary for such purposes notwithstanding any omission from the Contract Documents.

ARTICLE 4  SCHEDULE OF WORK

4.1 The Contractor will commence the Work as directed in writing by the Owner.

4.2 The Contractor will perform the Work diligently and in accordance with the Construction Schedule. The Contractor will:
(a) achieve Substantial Performance of the Work on or before [_______
______]; and

(b) achieve Total Performance of the Work on or before [______________________];

(collectively, the “Contract Time”), subject to the provisions of the Contract
Documents for adjustments to the Contract Time.

4.3 Time shall be of the essence in this Contract.

ARTICLE 5 PAYMENT

5.1 Contract Price

(a) The Contract Price (inclusive of all PST, GST and other taxes, duties
assessments, charges and fees, all permit and inspection costs, and all
WorkSafeBC assessments relating to the Work) to do, perform and supply all
the Work in accordance with, and perform all the obligations specified by, the
Contract Documents is [To Be Determined].

(b) The GST payable by the Owner to the Contractor is [To Be Determined]. This
amount is included in the Contract Price.

(c) The (i) aforesaid GST and (ii) the PST and all other taxes, duties, assessments,
charges and fees included in the Contract Price will be remitted by the
Contractor to the applicable authorities as and when the Owner pays the
Contract Price to the Contractor or as earlier required by applicable law.

(d) All amounts are in Canadian dollars.

(e) The Contract Price shall be subject to adjustments as provided for in the
Contract Documents.

(f) The payment for any Work under this Contract which shall be made to the
Contractor by the Owner shall not be construed as an acceptance of any Work
as being in accordance with the Contract Documents. The issuance of the
Certificate of Total Performance shall constitute a waiver by the Contractor of
all claims except those previously made in writing and still unsettled, if any,
and specified by the Contractor in its application for final payment pursuant to
Section 5.2(c) above.

ARTICLE 6 NOTICES

6.1 Unless otherwise specifically provided in the Contract Documents, all notices,
instructions, orders or other communications in writing shall be conclusively deemed to
have been given to the Contractor if delivered to the Contractor personally (or in the case
of a company, to any of its officers or directors personally), or to the Contractor’s
superintendent or foreman, or delivered by mail to the Contractor at the business address
of the Contractor set forth below:

Contractor:

[NTD: Insert Contractor information]
6.2 Unless otherwise specifically provided in the Contract Documents all notices, requests, claims or other communications by the Contractor shall be in writing and shall be given by personal delivery or by registered mail addressed to the Owner at the following address:

Owner:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: [insert],

provided that, each notice, request, claim or other communication that this Agreement requires to be directed to the Contract Administrator shall be in writing and shall be given by the Contractor by personal delivery or by registered mail, addressed to the Contract Administrator at the address set forth below, with a copy to the Owner at the address set forth above.

Contract Administrator:

[insert]

6.3 Any of the said addresses may be changed from time to time by written notice to the other party.

6.4 Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second business day following the mailing thereof.

ARTICLE 7 GENERAL

7.1 All capitalized terms used by not defined in this Agreement shall have the meaning given to them in the General Conditions.

7.2 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

7.3 Except as expressly set forth in the foregoing Section 7.1 or in Schedule 1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and the Contractor.

7.4 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

7.5 No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

7.6 This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
7.7 This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except to the extent necessary to enforce, in another jurisdiction, any judgment of any court in the Province of British Columbia.

7.8 The Contractor agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

7.9 If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

7.10 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart.

7.11 Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first herein above written.

CITY OF VANCOUVER
by its authorized signatories:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Title</th>
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[INSERT NAME OF CONTRACTOR]
by its authorized signatories:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Title</th>
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SCHEDULE 1
SUPPLEMENTAL GENERAL CONDITIONS

1.0 DEFINITIONS
In the Contract Documents the following capitalized and italicized words and definitions will apply. Where a definition refers to a paragraph in the Contract Documents the definition is contained in that paragraph and the defined term is indicated as capitalized, in quotations and in brackets.

1.1 Abnormal Weather
Delete 1.1 and replace as follows:
“Abnormal Weather” means a weather condition that affects the Place of the Work, that is more severe or of a longer duration than the weather conditions that a person experienced with the Place of the Work would reasonably anticipate and that has a materially adverse effect on the Contractor’s performance of the Work. Benchmarks shall be determined by monthly historical data for the Place of the Work, with consideration of annual variation in monthly trends over a 5-year period preceding the construction period.

1.5 Alternate Tender
Delete 1.5

1.6 Approved Equal
Delete 1.6.1 and replace with
“Approved Equal” has the meaning given to it in GC 4.20.

1.7 Approved Equipment Rental Rate Guide
Deleted 1.7

1.9 Bid Security
Delete 1.9.1 and replace with
“Bid Security” means the bid security required of the Contractor pursuant to the terms of the Invitation to Tender.

1.21 Contract Administrator
Delete 1.21.1 and replace with
“Contract Administrator” means the person, firm or corporation appointed by the Owner and identified by the Owner in writing to the Contractor. The Contract Administrator may be the Owner’s Engineer, an employee of the Owner or a third party engaged by the Owner.

1.22 Contract Documents
Delete 1.22.1 and replace with
“Contract Documents” means the documents set out in Article 3 of the Contract.

1.23 Contract Drawing
Delete 1.23.1 and replace with
“Contract Drawing” means a drawing included in Schedule 2 to the Contract, entitled “Specifications and Drawings”.

1.24 Contract Price
Delete 1.24.1 and replace with
“Contract Price” means the amount stipulated in Article 5 of the Contract.

1.33 Drawings
Delete 1.33.1 and replace
“Drawings” means, collectively, the Contract Drawings, the City of Vancouver Standard Detail Drawings and the MMCD
<table>
<thead>
<tr>
<th>Section</th>
<th>Original</th>
<th>New Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.40 Hazardous Materials</td>
<td>Delete 1.40.1 and replace with</td>
<td>“Hazardous Materials” means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;</td>
</tr>
<tr>
<td>1.46 Notice of Award</td>
<td>Delete 1.46.1 and replace with</td>
<td>“Notice of Award” has the meaning set out in the Invitation to Tender.</td>
</tr>
<tr>
<td>1.47 Notice to Proceed</td>
<td>Delete 1.47.1 and replace with</td>
<td>“Notice to Proceed” has the meaning set out in the Invitation to Tender.</td>
</tr>
<tr>
<td>1.49 Other Contractor</td>
<td>Append to</td>
<td>“Other Contractor” may include the Owner’s own work crews.</td>
</tr>
<tr>
<td>1.51 Owner</td>
<td>Delete 1.51 and replace with</td>
<td>“Owner” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of the Street, but expressly excludes the City of Vancouver, acting in its regulatory capacity.</td>
</tr>
<tr>
<td>1.55 Preliminary Construction Schedule</td>
<td>Delete 1.55.1 and replace with</td>
<td>“Preliminary Construction Schedule” means the schedule submitted by the Contractor as part of its Tender and attached as Schedule 5 of the Contract Documents.</td>
</tr>
<tr>
<td>1.60 Schedule of Quantities and Prices</td>
<td>Delete 1.60.1 and replace with</td>
<td>“Schedule of Quantities and Prices” means Schedule 3 of the Contract Documents.</td>
</tr>
<tr>
<td>1.64 Site Inspector</td>
<td>Delete and replace with 1.64.1</td>
<td>“Site Inspector” means the person appointed by the Owner or Contract Administrator as set out in GC 3.4.6.</td>
</tr>
<tr>
<td>1.67 Substantial Performance</td>
<td>Delete 1.67.1 and replace with</td>
<td>“Substantial Performance” means that the Work is “substantially performed” in accordance with the criteria set out in Section 1(2) of the Builders Lien Act (British Columbia).</td>
</tr>
<tr>
<td>1.70 Tender Closing Date and Tender Closing Time</td>
<td>Deleted 1.70 and replace with</td>
<td>“Tender Closing Date” and “Tender Closing Time” have the meanings set out in the Invitation to Tender.</td>
</tr>
<tr>
<td>1.71 Tender Price</td>
<td>Delete 1.71.1 and replace with</td>
<td>“Tender Price” has the meaning set out in the Invitation to Tender.</td>
</tr>
<tr>
<td>Section</td>
<td>Definition</td>
<td></td>
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<tr>
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<tr>
<td>1.79 Approved Abatement Contractor</td>
<td>&quot;Approved Abatement Contractor&quot; means a Hazardous Materials contractor approved by the Owner as set out in the Invitation to Tender.</td>
<td></td>
</tr>
<tr>
<td>1.80 City</td>
<td>&quot;City&quot; means the City of Vancouver and shall have the same definition as Owner.</td>
<td></td>
</tr>
<tr>
<td>1.81 City Engineer</td>
<td>&quot;City Engineer&quot; means the General Manager of Engineering Services with the City of Vancouver or his / her delegate.</td>
<td></td>
</tr>
<tr>
<td>1.82 City of Vancouver Construction Specifications</td>
<td>&quot;City of Vancouver Construction Specifications&quot; means the manual of supplementary Specifications to the MMCD produced by the City of Vancouver.</td>
<td></td>
</tr>
<tr>
<td>1.83 City of Vancouver Standard Detail Drawings</td>
<td>&quot;City of Vancouver Standard Detail Drawings&quot; means the manual of supplementary standard detail drawings to the MMCD produced by the City of Vancouver.</td>
<td></td>
</tr>
</tbody>
</table>
| 1.84 Competent Authority | "Competent Authority" means:  
(a) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;  
(b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or  
(c) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing. |
| 1.85 Engineer | "Engineer" means the City Engineer. |
| 1.86 Environmental Law | "Environmental Law" means any Law which imposes any obligations relating to:  
(a) the protection, management, conservation or restoration of the natural environment;  
(b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Materials; and  
(c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Materials, including those pertaining to occupational
health and safety.

1.87 Intellectual Property Rights Add 1.87.1 “Intellectual Property Rights” means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing.

1.88 Invitation to Tender Add 1.88.1 “Initiation to Tender” means the Owner’s Invitation to Tender No.

1.89 Key Personnel Add 1.89.1 “Key Personnel” means the Contractor’s or Subcontractor’s personnel identified as key personnel in the Invitation to Tender.

1.90 Laws Add 1.90.1 “Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Work, the Contractor, the Site or any other lands affected by the Work.

1.91 Living Wage Add 1.91.1 “Living Wage” means the hourly wage established by the Living Wage Certifier from time to time, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

1.92 Living Wage Certifier Add 1.92.1 “Living Wage Certifier” means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other Living Wage certification entity designated by the Owner to the Contractor in writing.

1.93 Living Wage Employee Add 1.93.1 “Living Wage Employee” means any and all employees of the Contractor and all Subcontractors of the Contractor that perform any part of the Work on a property owned by or leased to the Owner, including all Streets, sidewalks and other public rights-of-way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises.

1.94 Maintenance Security Holdback Add 1.94.1 “Maintenance Security Holdback” has the meaning given to it in GC 18.4.6.
1.95 **MMCD Specifications**

Add 1.95.1

“**MMCD Specifications**” means the Specifications contained within Volume II of the Master Municipal Construction Document, as further described in GC 2.5.

1.96 **MMCD Standard Detail Drawings**

Add 1.96.1


1.97 **Project Specific Specifications**

Add 1.97.1

“**Project Specific Specifications**” means the Specifications listed in Schedule 2 to the Agreement.

1.98 **Quality Audit**

Add 1.98.1

“**Quality Audit**” means those planned activities to determine the degree of compliance of day-to-day practices to the defined systems and procedures.

1.99 **Quality Management**

Add 1.99.1

“**Quality Management**” means the determination and execution of quality policy across a project. **Quality Management** includes **Quality Assurance** (QA), **Quality Control** (QC), and **Quality Audits**.

1.100 **Reasonable Time**

Add 1.100.1

“**Reasonable Time**” means, unless otherwise agreed to in writing, 5 Days.

1.101 **Record Drawings**

Add 1.101.1

“**Record Drawings**” are the design drawings which have been amended as required to reflect the actual constructed **Work**.

1.102 **Release**

Add 1.102.1

“**Release**” means any release or discharge of any Hazardous Materials including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

1.103 **Social Enterprise**

Add 1.103.1

“**Social Enterprise**” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

1.104 **Specifications**

Add 1.104.1

“**Specifications**” mean the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the **Work**.

1.105 **Street**

Add 1.105.1

“**Street**” means public rights-of-way belonging to the City of Vancouver and includes lanes.

1.106 **Student**

Add 1.106.1

“**Student**” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the **Contractor** or a **Subcontractor**, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education.
1.107 Tender Add 1.107.1 “Tender” means the Contractor’s tender, tendered in response to the Invitation to Tender.

1.108 Third-Party Property Add 1.108.1 “Third-Party Property” means a property owned by a third party on which some or all of the Work is to be performed.

1.109 Third-Party Utility Add 1.109.1 “Third-Party Utility” means a utility within a City of Vancouver right-of-way other than those owned by the City of Vancouver.

1.110 Warranty Period Add 1.110.1 “Warranty Period” shall have the same meaning as Maintenance Period.

2.0 DOCUMENTS

2.1 Execution Add 2.1.0 The Contractor shall deliver all required submittals as described in the Notice of Award, and in a format acceptable to the Owner within the time specified in the Notice of Award.

Delete 2.1.1 Delete 2.1.1
Delete 2.1.2 and replace with The Contractor shall sign the Contract Documents and return them to the Contract Administrator within 15 Days after receiving them and the Contract Administrator shall forward them to the Owner for signing.

2.2 Interpretation Delete 2.2.4 and replace with Should any difference exist between the Drawings and Specifications, or should any errors or inconsistency occur in any or between any of the Drawings and Specifications, the Contractor, before proceeding, shall bring them to the attention of the Contract Administrator. The Contract Administrator shall resolve the error or inconsistency and the Contractor shall proceed with the Work in the manner directed by the Contract Administrator.

The Contract Administrator will furnish from time to time such detail drawings and specifications as the Contract Administrator may consider necessary for the Contractor’s guidance. These detail drawings and specification shall be considered Drawings and Specifications, respectively, and shall take precedence over any previously furnished Drawings or Specifications, and shall be considered as explanatory of them and not as indicating Changes in the Work or as giving rise to any entitlement to a change in the Contract Price.

The Contract Documents shall govern and take precedence in the following order or priority with the Contract taking precedence over all other Contract Documents:

(a) Agreement
(b) Addenda
(c) Supplementary General Conditions
(d) General Conditions
(e) Project Specific Specifications
(f) City of Vancouver Construction Specifications
(g) MMCD Specifications
(h) City of Vancouver Standard Detail Drawings
(i) MMCD Standard Detail Drawings
(j) Tender
(k) Invitation to Tenders
(l) All other Contract Documents

Drawings of a larger scale shall govern over Drawings at a smaller scale.

Documents of later date shall govern a similar type of document of an earlier date. Figured dimensions on a Drawing shall govern over scaled measurements on the same Drawing. Scaling of dimensions, if done, is done at the Contractor’s own risk. All dimensions on the Drawings, except as noted thereon, are shown in metric units.

The Drawings forming part of the Contract are intended to show the position and extent of the Work, the general features of the design and construction, and the dimensions and proportions of all principal parts, but neither they nor the Specifications are guaranteed to show or describe every part or detail of the Work; anything omitted from the Drawings and Specifications, which may fairly be considered to be necessary for the proper execution and completion of the Work, shall be deemed to be required of the Contractor under the Contract.

Add 2.2.5 Notwithstanding GC 2.2.4, in the event of any inconsistency between the Drawings and Specifications or between any other Contract Documents or within any Contract Documents which could be construed as creating an ambiguity regarding the amount of Work involved, the cost or amount of product to be supplied, the Contract Price being lower or higher, or any other similar discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows:

(1) the more stringent will take precedence over the less stringent;

(2) the more expensive item will take precedence over the less expensive; and

if none of the foregoing rules (1) and (2) can be applied by the Contract Administrator, the more specific provision will take precedence over the less specific.

Add 2.2.6 In this Contract, the masculine includes the feminine and bodies corporate, and each includes the others. Also, any reference to the singular includes the plural where appropriate.
2.3 Instructions to Tenderers, General Conditions, Specifications, Standard Detail Drawings

2.4 Copies of Contract Documents

2.5 Master Municipal Specifications and Standard Detail Drawings

3.0 CONTRACT ADMINISTRATOR

3.1 Appointment

3.2 Authority

3.3 Contract Administrator

Delete 2.3.1
Delete 2.3.1
Append to 2.4.1
Add 2.5
Add 2.4.1
Add 2.3.7
Delete 3.1.2 and replace with
Add 3.2.3
Append to 3.3.7
Delete 3.3.8 and replace with
Add 3.3.10

All Drawings, Specifications, model and copies thereof furnished by the Contract Administrator are and shall remain the Owner’s property. Such documents and models are to be used only with respect to the Work, are not to be copied or revised in any manner without the written authorization of the Contract Administrator and are to be returned to the Contract Administrator on request at the completion of the Work.

The Contract Documents incorporate by reference the “Master Municipal Specifications and Standard Detail Drawings” contained within Volume II of the Master Municipal Construction Document (printing 2009), as supplemented by the City of Vancouver Standard Detail Drawings (rev. [Date]) and the City of Vancouver Construction Specifications(rev. [Date]).

If for any reason the Contract Administrator’s appointment is discontinued, then the Owner shall immediately notify the Contractor and appoint a replacement.

Resolution of any discrepancy in technical nature between this manual, and any other referenced sources such as MMCD that is not covered by other City regulations, shall be at the sole discretion of the Contract Administrator, in consultation with the City Engineer.

The Contract Administrator is not required to acknowledge any communications from the Contractor’s personnel, except for the Superintendent set out in the Contract. Any communications which occurs with personnel other than the Superintendent, regardless of format, which are not acknowledged by the Contract Administrator in writing, may, at the Contract Administrator’s sole discretion shall have no bearing on any portion of the Contract.

The Contract Administrator, in consultation with the City Engineer, shall conduct inspections to determine the dates of Substantial Performance and Total Performance.

The Contract Administrator, in consultation with the City Engineer, shall conduct inspections to determine the dates of Substantial Performance and Total Performance.
Engineer, has the authority to stop the progress of the Work whenever in the Contract Administrator’s opinion such stoppage may be necessary to ensure the safety of life, or the Work or neighbouring property. This includes authority to make Changes in the Work, and to order, assess and award the cost of work extra to the Contract or otherwise, as may in the Contract Administrator’s opinion be necessary in such circumstances. The Contract Administrator shall within 2 Days confirm in writing any instructions given verbally.

### 3.4 Inspection and Site Inspector

<table>
<thead>
<tr>
<th>3.4.6</th>
<th>Append to 3.4.6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Such inspections may extend to any or all parts of the Work and to the preparation or manufacture of the products to be used whether on Site or elsewhere. Site Inspectors and surveyors shall not be authorized to revoke, alter, enlarge or accept any portion of the Work or to issue instructions contrary to the Drawings and Specifications.</td>
<td></td>
</tr>
</tbody>
</table>

**Add 3.4.9**

In the absence of Contract Administrator, any of the Contract Administrator’s personnel, whom the Contract Administrator may designate in writing to the Contractor to supervise the Work, shall have (subject to the instructions of the Contract Administrator) full power to decide as to the manner of conducting and executing the Work in every particular aspect, subject to the limitations to the Contract Administrator’s authority as contained within the Contract Documents, and the Contractor shall follow the instructions or orders of the person so designated.

### 3.5 Progress Payments

<table>
<thead>
<tr>
<th>3.5.2</th>
<th>Add 3.5.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall provide the Contract Administrator with daily breakdowns of units installed as it relates to payment, complete with corresponding weigh tickets or other relevant documentation. These summaries will be provided on intervals determined by the Contract Administrator, but will be no greater than 5 Days.</td>
<td></td>
</tr>
</tbody>
</table>

**Add 3.5.3**

The Contractor shall not work on the Site, or cause the delivery of materials for which delivery slips submitted to the Owner are the basis of payment unless the Site Inspector is present, unless otherwise approved in writing by the Contract Administrator.

### 3.6 Contract Interpretation and Decisions

<table>
<thead>
<tr>
<th>3.6.1 Delete 3.6.1 and replace with 3.6.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contract Administrator will be the interpreter of the Contract Documents and the judge of the performance of both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the Contract Documents.</td>
</tr>
</tbody>
</table>

**Add 3.6.4**

Notwithstanding GC 3.6.3, on all questions relating to the acceptability of material, machinery or plant equipment, classifications of material or Work, the proper execution, progress or sequence of the Work, quantities and the interpretation of these Specifications or Drawings, the decision of the Contract Administrator, in consultation with the City Engineer, shall be final and binding, and shall be a condition precedent to any payment under the Contract.
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Action</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Control of the Work</td>
<td>Add</td>
<td>The Contractor shall not commence the Work or procure any material therefore until it has received the Notice to Proceed from the Owner. Forthwith after the receipt of the Notice to Proceed, the Contractor shall at once begin and continuously carry on to completion (subject as herein provided) the Work and shall complete and give full possession thereof to the Owner before the date for Total Performance specified herein, unless a longer period shall be allowed in writing by the Contract Administrator, in which case it shall be carried on to completion and possession given to the Owner within the additional time so allowed. No progress or interim estimate or certificate shall release the Contractor or its surety from any responsibility or shall be taken as evidence of any such release, or as an acceptance of any Work or material, or as a waiver of any condition herein. The whole Work and every portion and detail thereof shall, at the time of completion, be put and left by the Contractor in good and satisfactory condition, finished in all respects and at the time must be fully up to the requirements of the Drawings and Specifications in every particular aspect; and all surplus and refuse material and rubbish must be removed by the Contractor from the vicinity of the Work; the Site must be left by the Contractor in a neat and tidy condition; all damages to adjacent property, including pavements, foot walks, boulevards, sod, trees, shrubs and plants, or other things injured or interfered with by the Contractor, or in any way due to its Work, must be made good by the Contractor; all wages must be paid, and every other requirement of the Contract must be complied with by the Contractor.</td>
</tr>
<tr>
<td>4.3</td>
<td>Protection of Work, Property, and the Public</td>
<td>Delete and replace with</td>
<td>In performing the Work, the Contractor shall protect the Work and the Owner’s property and other person’s property from damage. The Contractor shall at the Contractor’s own expense make good any such damage which arises as the result of the Contractor’s operations. It shall be the responsibility of the Contractor to locate all existing mains and services, including but not limited to: water, gas, electricity, telephone, sewers, drains, catchbasin leads, and culverts to preserve and protect them from damage during the Work, and to arrange for their relocation if required. No payment will be made to the Contractor for the cost of finding these mains and services or the delay</td>
</tr>
</tbody>
</table>

Add 4.1.0

Add 4.1.3

Append to 4.3.4 (1)

[Rev 0 - 2020/04/14]
incurred by checking and adjusting lines and/or grades to avoid conflict with these mains and services. The Contractor shall avoid interruptions to services and the use of “cut and replace” methodology except with the express written consent of the Contract Administrator, in consultation with the City Engineer.

The Contractor shall notify the Contract Administrator of any conflict between existing mains and services and the Work described in the Contract Documents for the Contract Administrator to revise the Work accordingly. The Contractor will be responsible for the cost of adjusting or relaying any previously completed existing work as a result of conflicting utilities. If relocation of existing mains and services is required by any direct conflict between these mains and services and the Work in the Contract Documents which, in the opinion of the Contract Administrator, cannot be avoided by adjustments in the location of the Work, the cost of the relocation shall be borne by the Owner.

Append to 4.3.4 (2)

In performing Work on or near Third-Party Utilities or where it is necessary to cut, move or alter these Third-Party Utilities, the Contractor shall communicate and coordinate with the Third-Party Utility as it relates to schedule, timing, site safety and compliance in the utility alterations or relocations as part of performing the overall Work.

Add 4.3.4 (4)
The Contractor shall submit a confirmation letter to the Contract Administrator, at least 1 week prior to any excavation Work, confirming that the Contractor has identified all the existing utilities within the proposed alignments and trenches, and no conflicts exist between the existing utilities and the proposed Work.

Add 4.3.7
Before commencing any construction Work as described in the Drawings and Specifications, the Contractor shall provide to the Contract Administrator photographs of pre-existing conditions of the area that will be disturbed during construction operations. Photographs must be obtained as follows:

(1) Every 10m interval in easements;
(2) Every 20m interval in paved areas;
(3) Wherever any tree or structure may be damaged due to construction activity; and,
(4) Any other location as directed by the Contract Administrator.

The photographs shall be taken with a digital camera 5 megapixels or better and catalogued in albums saved on flash drives.

Add 4.3.8
The extents of rights-of-way to be provided by the Owner is shown on the Contract Drawings.

Where any part of the Work is to be performed on Third-Party Property, the Owner shall arrange for and acquire
required rights-of-way. The Contractor shall perform all such Work in accordance with all agreements between the Owner and each Third-Party Property owner.

On completion of any Work on a Third-Party Property, the Contractor shall deliver to the Contract Administrator, a formal release in writing, in a form provided by the Owner, signed by the owner Third-Party Property on which the Work was performed, verifying that the Contractor has restored the Third-Party Property to that owner’s satisfaction, and that the Third-Party Property owner is waiving all claims upon the Contractor or the Owner as a result of the Work.

Where the Contractor makes private arrangements for the use of Third-Party Property, the Contractor shall obtain a signed document from the owner of the Third-Party Property granting such permission to the Contractor and provide a copy to the Contract Administrator.

Add 4.3.9 If the Contractor does not make good any damage caused to a Third-Party Property in a timely and satisfactory manner, then at the discretion of the Contract Administrator, Other Contractors may be engaged by the Owner to make good the damage caused by the Contractor, with the costs of such repair work to be deducted from progress payments owing to the Contractor or otherwise recovered from the Contractor.

4.4 Temporary Structures and Facilities

Append to 4.4.1 The Contractor will submit designs and plans for temporary structures and facilities to the Contract Administrator for review and comment, but such review shall not relieve the Contractor of any responsibility. The Contractor shall make good at the Contractor’s expense immediately all defects arising from the Contractor’s faulty design, equipment or application thereof.

Add 4.4.3 Temporary structures erected by the Contractor shall remain the Contractor’s property and be removed from the Site on completion of the Work.

4.5 Errors, Inconsistencies or Omissions in the Contract Documents

Add 4.5.4 Any work or material not herein specified or shown on the Drawings, but which by fair implication, in the judgement of the Contract Administrator, should be included therein, shall be done or furnished by the Contractor as part of their Contract as though shown or included in the Drawings and Specifications.

4.6 Construction Schedule

Delete 4.6.1 and replace with The Contractor shall prepare and submit to the Contract Administrator, within 10 Days after issuance of the Notice of Award, a construction schedule (the “Baseline Construction Schedule”) consistent with the Substantial Performance and Total Performance dates set out herein. This schedule is in addition to the Preliminary Construction Schedule provided in the Contractor’s Tender, showing additional details and all dates on which each material component of the Contractor’s proposed program of operations will be performed so as to attain Substantial Performance and Total Performance on
the required dates. The Contract Administrator will review schedules and return reviewed copy within 10 Days after receipt. Contractor shall resubmit finalized schedules within 5 Days after return of reviewed copy. Instruct recipients to report any problems anticipated with the schedule to Contractor within 10 Days.

The Construction Schedule(s) must be in conformance with the Construction Schedule requirements set out in the Specifications.

The Contractor shall immediately advise the Contract Administrator of any deviations from, or proposed changes to, the Construction Schedule. If, in the opinion of the Contract Administrator, the Construction Schedule as submitted is inadequate to ensure the completion of the Work within the time limited therefore, or is otherwise not in accordance with the Tender, or if the Work is not being adequately or properly prosecuted in any respect, the Contract Administrator, without derogating from the Owner’s rights under the Contract, shall have the right to require the Contractor to submit a new Construction Schedule providing for proper and timely completion of the Work, and the Contractor shall be entitled to no claim for extension of time on account of such requirement, and such new Construction Schedule, when accepted by the Contract Administrator, shall be a Contract Document.

Append to 4.6.2

Contractor shall submit an Adjusted Baseline Schedule with each application for payment or as directed otherwise by the Contract Administrator.

Delete 4.6.6 and replace with

The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued.

Subject to a contrary provision in the Contract Documents, the Owner shall issue the Notice to Proceed within 14 Days of receipt of a complete set of accurate and compliant documentation from the Contractor as stipulated in the Notice of Award. Failure by the Owner to issue the Notice to Proceed within the 14 Days, shall entitle the Contractor to a claim for delay under GC 13.1.1.

Add 4.6.8

If the alteration of a Third-Party Utility is required to complete the Work, the Contractor shall notify, coordinate and allow sufficient time for the companies or authorities to relocate their Third-Party Utilities. It is the Contractor’s responsibility to ensure all Work, including Third-Party Utility relocations, is coordinated and completed in a Reasonable Time as part of the overall Work.

In the event the Contractor has been diligent and made significant effort and attempts in coordinating with the Third-Party Utility companies or authorities and having their relocations accelerated, any and all costs incurred as a result of the Third-Party Utility companies’ ability, or
inability, to relocate the Third-Party Utilities are considered incidental and any such delays are considered Delays in accordance with GC 13.3.

4.8 Workers Add 4.8.0 The Contractor agrees to employ appropriate trade people for the Work. Where the trades people are covered by collective agreements, the Contractor shall abide by the conditions of the collective agreements covering such trades people.

The Contractor shall endeavour to avoid labour problems and minimize Work stoppages, jurisdictional or other labour disputes on the Site.

Add 4.8.2 The Contractor shall ensure that all workers, including Subcontractor employees, are always fit for work within the public right-of-way. There will be no tolerance for the use of inappropriate language, harassing behaviours, influence of drugs and/or alcohol and all clothing shall be suitable for the Site and not contain inappropriate messaging. The Contract Administrator and/or their representative may request the removal of a worker by the Superintendent, if in their opinion the behaviour is not suitable of a Contractor representing the Owner.

Add 4.8.3 The Contractor shall provide disability awareness training for employees, including Subcontractor employees, if the Site is adjacent to health or community facilities catering to members of the public with mobility, visual or hearing challenges.

The Contractor shall provide cultural awareness training for employees, including Subcontractor employees, if the Site is reasonably suspected to have a high potential to be of cultural importance to First Nations.

Add 4.8.4 (1) Notwithstanding any other provision of any Contract Document but subject to GC.4.8.4(2), the Contractor shall pay all Living Wage Employees not less than the Living Wage.

(2) Notwithstanding GC.4.8.4(1), the Contractor has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.

(3) A breach by the Contractor of its obligations pursuant to this GC shall be deemed to constitute a failure by the Contractor to comply with the requirements of the Contract to a substantial degree and shall entitle the Owner to terminate the Contract in accordance with GC 15.

(4) The Contractor shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this GC 4.8.4 and shall make the same available to the Owner upon request. The Owner may
request copies of all such records and accounts which shall be provided to the Owner by the Contractor (subject to reimbursement of the Contractor’s reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 1 year after Total Performance or earlier termination of this Contract. Any records and accounts provided by the Contractor in accordance with this GC 4.8.4 shall be treated by the Owner as confidential information.

The Contractor shall, at the direction of the Owner, post signs at sites that are owned by or leased to the Owner, including all Streets, sidewalks and other public rights of way, informing Living Wage Employees of the obligations of the Contractor and Subcontractor pursuant to this GC 4.8.4 and providing contact information to report any breaches thereof. The Owner shall supply the Contractor with all such signs and the Contractor shall return all such signs upon completion of the Work or otherwise at the request of the Owner.

4.9 Materials Add 4.9.3

The Contractor shall:

1. Be responsible for storing all of the materials supplied for the Work, either by the Contractor or the Owner, until the incorporation into the completed Work;

2. Store all materials in a manner which will prevent damage from weather, dirt, foreign matter, vandalism and theft, and will not pose any potential for safety hazard to the general public;

3. Arrange for and/or verify the time of delivery of all materials supplied by the Contractor to ensure that delivery allow for inspection by the Contract Administrator, in consultation with the City Engineer, prior to installation;

4. Arrange for pickup and transport to Site of Owner-supplied materials as designated in the Contract. Pickup can only be arranged after the Contractor and Contract Administrator examine the materials and the Contractor provides acceptance of the materials in writing, specifically noting and rejecting any defective material, provided that the Contractor can provide a clear and documented rationale which can be independently verified as the basis of any rejection. The Contractor assumes responsibility for the Owner-supplied materials upon taking possession of said materials;

5. Assume responsibility upon execution of the Contract for all materials supplied by the Owner and already at the Place of the Work;

6. Replace all materials supplied by the Contractor or the Owner which are found to be stolen, missing or damaged while under the Contractor’s care;

7. Replace all materials found to have a manufacturing defect which have been supplied by the Contractor.
Add 4.9.4 Where manufactured materials that are specified in metric units are not available, materials manufactured to Imperial units may be substituted, provided the Contractor can satisfy the Contract Administrator that the substitute materials are at least equivalent to those specified and would not require any further changes to the Drawings and Specifications or otherwise adversely impact the performance of the Work.

4.10 Contractor to Provide Labour, Materials and Equipment

Delete 4.10.1 and replace with

The Contractor at its own expense shall provide all necessary temporary buildings and storage grounds and shall furnish all necessary labour, materials and plant, including supervision, products, tools, construction machinery, water, heat, light, and power, together with all proper and required facilities for moving and transporting the same, so that the Contract and all Work required to be done under it can and will be carried on in a workmanlike manner, properly, satisfactorily, continuously and expeditiously, to completion, to the Contract Administrator’s, in consultation with the City Engineer, satisfaction in all respects.

Should any plant, equipment, appliance, materials or workmanship which the Contract Administrator or City Engineer may deem to be inferior or unfit for use in or on the Work be brought on the Site or used, the same shall be wholly removed therefrom within 24 hours after notification to that effect from the Contract Administrator, and in the case of failure or neglect on the part of the Contractor to remove the same the Contract Administrator may cause the same to be taken away at the Contractor’s expense, and deposited, wasted or otherwise disposed of in any locality, place or way the Contract Administrator considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the Owner. The Contractor shall, at their own expense, arrange for and provide adequate supplies of water, electricity or other source of power and light, etc., wherever required for the construction and maintenance of the Work.

Add 4.10.2 Where there are Key Personnel the Contractor shall:
(1) use best endeavours to retain Key Personnel for the duration of the provision of the Work;
(2) take reasonable steps to ensure that Key Personnel dedicate their time fully to the Work (unless otherwise agreed or approved by the Contract Administrator in writing);
(3) promptly inform the Contract Administrator should any of the Key Personnel leave, or give notice of an intention to leave the Contractor, and obtain a substitute or substitutes; and
(4) not reassign or allow the reassignment of the Key Personnel.
Personnel to other projects during the performance of the Work without the Contract Administrator’s prior written consent (such consent not to be unreasonably withheld or delayed).

Add 4.10.3 If:

(1) the Contractor wishes to reassign or to replace an individual designated as Key Personnel; or

(2) an individual designated as Key Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Contractor shall provide a substitute with experience and qualifications equivalent or greater than the Key Personnel to be replaced, and shall provide documentation to the Contract Administrator to establish such experience and qualifications.

4.11 Subcontractors Add 4.11.0 The Contractor shall supply complete information to Subcontractors and equipment and material suppliers. Where Specifications and Drawings are required to provide complete information on any aspect of the Work, the Contractor shall supply them to the Subcontractor or supplier concerned.

In every subcontract, to the extent the Builders Lien Act is applicable, the Contractor shall specify that the Contractor or agent of the Contractor shall be the person responsible for payment certification under that subcontract for the purposes of the Builders Lien Act (and not the Owner or Contract Administrator).

Delete 4.11.2 and replace with

The Contractor shall employ only the Subcontractors listed in Schedule 4 to the Contract, or others as approved in writing by the Contract Administrator, and shall not change or employ additional Subcontractors without the approval of the Contract Administrator, which approval shall not be unreasonably withheld.

Add 4.11.7 The Contractor shall ensure that the requirements of GC 4.8.4 apply to all Subcontractors.

4.12 Tests and Inspections Add 4.12.2.1 The Contractor shall be notified of all deficiencies discovered by the Contract Administrator or City Engineer upon completion of each inspection. The Contractor shall provide a schedule for correction or correct such deficiencies within 7 Days of the notice.

Add 4.12.2.2 If any material, design or installation Work does not conform to any of the Contract Documents, the Contract Administrator and the City Engineer have the authority to stop Work and order the removal of unsatisfactory materials or require the Contractor to re-perform the Work in compliance with the Contract Documents. The Contractor will be held liable for all costs associated with the removal.
of and / or the reconstruction of Work which is not in accordance with the Contract Documents, as determined by the Contract Administrator or City Engineer, as applicable.

Add 4.12.2.3 Where tests or inspections by designated testing laboratory reveal Work not in accordance with the Contract Documents, the Contractor shall pay costs for additional tests or inspections as the Contract Administrator or City Engineer may require verifying acceptability of corrected Work.

Add 4.12.4.1 The Contract Administrator, City Engineer, and Site Inspectors shall have free and uninterrupted access to any and all parts of the Work area and the plants that are producing the materials for the purpose of making inspections and taking samples of materials being used.

The Contractor shall furnish labour and facilities to:
(1) Provide access to Work to be inspected and tested.
(2) Facilitate inspections and tests.
Make good Work disturbed by inspection and test.

Add 4.12.4.2 Testing of materials, assembled components and systems to be carried out at the Contractor’s cost by an independent third-party testing laboratory approved by the Contract Administrator.

Append 4.12.10 The Contractor shall not schedule Work that will require inspection beyond an eight-hour Day, or forty hour week without the Contract Administrator’s prior approval. Any extra cost incurred by the Owner in connection with inspections of Work scheduled outside the foregoing parameters, whether approved or not, may be deducted from the Contractor’s subsequent progress payment.

Add 4.12.11 Prior to the Work being inspected by the City Engineer, the Contractor shall make whatever preliminary tests are necessary to assure that the materials and equipment is in accordance with the Drawings and Specifications.

4.13 Rejected Work Add 4.13.4 If the Contractor does not make good any rejected work in a timely and satisfactory manner, then at the discretion of the Contract Administrator, Other Contractors may be engaged by the Owner to make good the rejected work, with the costs of such repair work to be deducted from progress payments owing to the Contractor or otherwise recovered from the Contractor.

4.16 Notice of Disruption Add 4.16.2 Notifications pursuant to GC.4.18.1 must be in compliance with the requirements of the City of Vancouver Construction Specifications (Error! Reference source not found.).

4.17 No Promotion of Relationship with the Owner Add 4.17.1 The Contractor shall not disclose or promote its relationship with the Owner, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or
The Contractor must comply at all times with all applicable requirements of the City of Vancouver’s Noise By-law.

The Contractor shall keep the Contract Administrator advised on the proposed hours of Work so that inspection can be co-ordinated. Work without inspection shall not be permitted.

The Owner’s employees work between the hours of 7:30 a.m. and 3:30 p.m. on all weekdays except statutory holidays. The Contractor shall not schedule any work to be performed by the Owner’s crews outside these hours except by special arrangement agreed to by the Contract Administrator or in case of emergency.

Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

Contractor may request the Owner to approve alternate materials, products or equipment ("Approved Equals") for items indicated in the Contractor documents, provided such Approved Equals comply in all respects with the applicable Specifications. Applications for Approved Equals must be in writing and supported by appropriate supporting information, data, specifications and documentation. The Owner is not obligated to review or accept any applications for an Approved Equal and may decide to accept an application for an Approved Equal in its sole discretion.

The Contract Administrator or City Engineer 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.

If the City Engineer or Contract Administrator 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.

Manufacturer’s standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data may be...
accepted in lieu of Shop Drawings, as determined by the Contract Administrator, in consultation with the City Engineer, and provided the following conditions are met:

(1) Information is deleted which is not applicable to the project.

(2) The standard information is supplemented with additional information applicable and specific to the Work.

5.2 Submission of Shop Drawings

Delete 5.2.1 and replace with

The Contractor shall submit Shop Drawings, product data and samples to the Contract Administrator in a timely way and in an orderly sequence so as to permit the Contract Administrator and City Engineer a reasonable opportunity to review the provided information without causing a delay to the Work or to the work of Other Contractors. The Contractor shall submit a Shop Drawing schedule in accordance with the Specifications related to the Construction Schedule. The Contractor shall schedule submissions at least 10 Days before the date that reviewed submission will be needed. The Contractor shall submit the number of copies of Shop Drawings and product data which the Contractor requires for distribution plus two (2) copies which will be retained by the Contract Administrator.

Shop Drawings shall be prepared and submitted in compliance with the requirements of the City of Vancouver Construction Specifications (Error! Reference source not found.).

Delete 5.2.4 and replace with

Unless otherwise noted, the Shop Drawings may be in CAD format, or other format at selection of the Contractor.

5.3 Review by Contract Administrator

Delete 5.3.1 and replace with

The Contract Administrator, in consultation with the City Engineer, will review Shop Drawings submitted by the Contractor and return them in accordance with an agreed-to schedule, if any, or otherwise with reasonable promptness so as not to cause delay to the Work. Contractor shall coordinate the timing of all submissions required pursuant to the Contract Documents with the performance of the Work to which the submission relates. Individual Shop Drawings will not be reviewed until all related drawings are available.

Delete 5.3.2 and replace with

The Contractor shall make any changes in Shop Drawings which the Contract Administrator or City Engineer may require consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator or City Engineer. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator or City Engineer.
When a submitted Shop Drawing is acceptable to the Contract Administrator, in consultation with the City Engineer, as provided by this GC then the Contract Administrator shall date and mark the Shop Drawing as “Reviewed” and return it to the Contractor. The Contract Administrator shall date and mark the number of copies submitted.

6.0  OTHER CONTRACTORS

6.2  Coordination and Connection

Delete 6.2.1 with replace with

The Contractor shall afford all facilities for the execution of any Other Work which may be undertaken by the Owner or by such parties as may be employed by them, so that such work may be properly and conveniently completed, and the Contract Administrator shall have full authority to make and enforce such regulations as the Contract Administrator may deem necessary for the conduct of the work; and the Contractor shall proceed in such manner and complete in such order such portions of the Work as the Contract Administrator may require, and the Contract Administrator shall be the sole judge as to what facilities are due and proper, and can be afforded without any undue interference with the execution of the Contract.

The Contractor shall at all times give free access and every reasonable facility to the employees of the Owner and to Other Contractors, to such portion of the work and adjoining land as may be necessary to enable them to execute and maintain work of any description; such accommodation and access being regulated and directed by the Contract Administrator and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the Contractor against the Owner.

7.0  CHANGES

7.1  Changes

Delete 7.1.3 and replace with

Delete 7.1.4 and replace with

Additional work that the Owner may wish performed that does not satisfy the requirements of subparagraphs (1) and (3) of GC 7.1.1 is extra Work (“Extra Work”) and not a Change. Pursuant to GC 8, Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work.

A variation between the actual quantity and the estimated Tender Quantity for that item set out in the Schedule of Quantities and Prices of not more than plus or minus the percentage set out in GC 9.4.1 shall not be a Change unless the variation is greater than such percentage, in which case the provisions of GC 9.4 shall apply.

7.2  Contemplated Change Order

Add 7.2.3

If the Contemplated Change Order is for work, which if executed and incorporated would impact a critical path
element of the Work, then any delay in the Contractor’s provision of a response to the Contemplated Change Order greater than 10 days, will be deemed a Delay by the Contractor as defined in GC 13.2.

### 7.4 Optional Work
Delete 7.4.1 and replace with
Optional Work will only be included in the Work if the Contract Administrator so directs by Change Order, and in such event the Contractor shall perform the Optional Work as part of the Work, for the price tendered at the time of bid and with schedule extension as provided for in the Contract Documents (if any).

### 9.0 VALUATIONS OF CHANGES AND EXTRA WORK

#### 9.2 Valuation Method
Delete 9.2.1 and replace with
Adjustments to the Contract Price on account of Changes shall be valued by Force Account.

#### 9.4 Quantity Variations
Delete 9.4.1 and replace with
If for any reason, including an addition or deletion under GC 7.1.1.a or GC 7.1.1.b respectively, the actual quantity of an item listed in the Schedule of Quantities and Prices constructed or provided by the Contractor varies more than plus or minus the Variance Threshold Percentage from the estimated quantity for that item as listed in the Schedule of Quantities and Prices (the “Tender Quantity”), then either the Owner or the Contractor may by written notice request a revised Contract Price in consideration of such change in quantities.

Delete 9.4.3 and replace with
If notice is delivered to either party pursuant to GC 9.4.1, the Contract Price shall be revised as follows:

(1) in the case where the actual quantity an of item constructed or provided is less than the quantity of an item listed in the Schedule of Quantities and Prices by more than the Variance Threshold Percentage, the Contract Price shall be decreased by an amount equal to the unit price of the applicable item as listed in the Schedule of Quantities and Prices multiplied by the quantity of unit that constitute the amount of the item constructed or provided less than the Variance Threshold Percentage; and

(2) in the case where the actual quantity an of item constructed or provided is more than the quantity of an item listed in the Schedule of Quantities and Prices by more than the Variance Threshold Percentage, the Contract Price shall be increased by an amount equal to the unit price of the applicable item as listed in the Schedule of Quantities and Prices multiplied by the quantity of unit that constitute the amount of the item constructed or provided in excess of the Variance Threshold Percentage.
Delete 9.4.4 If either party requests a revision to the *Contract Price* pursuant to GC 9.4.1, the *Contractor* shall make available to the *Contract Administrator* all documentation reasonably required to verify that the actual amount of the applicable item constructed or provided by the *Contractor* is greater or less than, as the case may be, the quantity set out in the *Schedule of Quantities and Prices* by no less than the *Variance Threshold Percentage*.

Delete 9.4.5 Delete 9.4.5

10.0 FORCE ACCOUNT

10.1 Force Account Cost Delete 10.1.1 and replace with

Payment for *Work* based on *Force Account* shall be calculated as follows:

1. the costs of labour will be determined by the labour rates specified in Schedule 8 of the *Contract Documents* (Force Account Labour and Equipment Rates); and
2. the costs of equipment will be determined by the construction equipment rates specified in Schedule 8 of the *Contract Documents* (Force Account Labour and Equipment Rates);

in each case, such costs shall be deemed to include all amounts on account of overhead, profit, administrative, and any other indirect expenses or allowances, provided in all cases that the foregoing represents in the aggregate no greater than 10% of the costs set out in Schedule 8.

Add 10.1.2 No compensation will be made for standby of the *Contractor’s* labour or owned equipment, unless otherwise previously agreed to in writing. In the case of an occurrence of standby, the standby hours will be separated from the actual hours worked on the records.

Add 10.1.3 In the completion of *Work* based on *Force Account*, the *Contractor* shall take all reasonable efforts to minimize the effects and costs of the *Work* based on *Force Account*, and this obligation shall be taken into account in the determination of the *Contractor’s* entitlement to a *Contract* extension and reimbursement of costs. If in the opinion of the *Contract Administrator*, the *Contractor* is using an unsuitable methodology, the *Contractor* will be immediately advised that *Work* based on *Force Account* is to cease and will not recommence until the *Contractor* has presented an acceptable methodology.

10.3 Submit Accurate Records Append to 10.3.1

Neither the *Contract Administrator* nor their site representative’s signature upon the submitted daily sheet forms any agreement for payment, only an agreement on the hours worked under *Force Account*. 
12.0 HAZARDOUS MATERIALS

12.1 Risk of Hazardous Materials  
Add 12.1.4 The Contractor shall conduct no Work on materials that are potentially Hazardous Materials without prior testing. Responsibility for testing will be agreed upon prior to commencing Work.

12.3 Directions for Hazardous Materials  
Delete 12.3.2 and replace with The Work shall be performed in full compliance with all Laws applicable to any Hazardous Materials encountered at the Place of the Work by an Approved Abatement Contractor.

13.0 DELAYS

13.1 Delay by Owner or Contract Administrator  
Add 13.1.2 No additional Contract Time and no additional reimbursement will be owed to the Contractor by the Owner, for instances where the delay by Owner or Contract Administrator is as a direct result of a preceding Delay by the Contractor.

13.3 Unavoidable Delay  
Add 13.3.2 A delay for Abnormal Weather will only be considered if the Contractor can show that one or more of the following apply:

(1) A weather condition, as determined by the Contract Administrator, that prevents the Contractor from proceeding with at least 60% of the normal labour and equipment force, for at least 5 hours on a component of the Work, which if delayed is on the critical path of the most up to date Construction Schedule, and as such will delay the completion of the Work;

(2) The Contractor cannot reasonably complete other Work on the Site to advance the schedule; AND

(3) The Contractor complies with the requirements of GC.13.6.3

And, that the Contractor has pursued alternate construction methodologies to mitigate potential delays for contractual Work in advance of the expected seasonal weather.

13.9 Liquidated Damages for Late Completion  
Delete 13.9.1 and replace with If the Contractor fails to meet the Milestone Date for Substantial Performance as set out herein (and 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:

(1) as a genuine pre-estimate of the Owner’s increased costs for the Contract Administrator and the Owner’s own staff caused by such delay an amount of $1500.00 per day or pro rata portion for each Day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus

[NOTE: Consider whether the above amount is appropriate for the applicable project]

(2) 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 (1) and (2) then any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.

Add 13.9.2 If the Contractor fails to meet the date agreed to for Total Performance or any other Milestone Date, the Owner may deduct monies as set out in GC 13.9.1.

15.0 OWNERS RIGHTS ON CONTRACTORS DEFAULT

15.0 Contractor Default

Add 15.0.0 The Owner, without prejudice to any other right, may elect to terminate the Contract forthwith upon notice to the Contractor if:
(1) the Contractor fails to comply with the Notice to Proceed;
(2) the Contractor commits an act of bankruptcy or becomes a bankrupt or makes a general assignment for the benefit of the Contractor’s creditors;
(3) a receiver is appointed for the Contractor’s business;
(4) the Contractor fails, on reasonable notice from the Contract Administrator, in consultation with the City Engineer, to supply enough proper labour, equipment, or products;
(5) the Contractor does not pay promptly the Contractor’s employees, Subcontractors or suppliers;
(6) the Contractor does not comply with the requirements of the WorkSafeBC Regulations, or otherwise fails to meet the safety requirements of the Contract; or
(7) the Contractor persistently or substantially breaches any provision of this Contract.

On such termination, the Contract Administrator, in consultation with the City Engineer, may arrange for the performance of the Work by whatever method the City Engineer deems expedient but without undue delay or expense.

15.3 Termination

Append to 15.3.1 (1) which possession the Contractor hereby pledges to the Contract Administrator as agent for and on behalf of the Owner, as security for the performance of the Contract and the Work, provided that upon completion of the Work, the Contract Administrator shall return to the Contractor or its legal representative any such chattels so taken in possession in their original condition (ordinary wear and tear excepted) if not incorporated in the Work, without any compensation for use thereof.

Add 15.3.3 In case the Work or any part thereof is assumed from the
Contractor, as herein provided, it shall in no way affect the relative obligations of the Owner and the Contractor or its sureties in respect of the Contractor’s or their obligation, or in respect of the remainder of the Work (if any), as the Contract Administrator, in consultation with the City Engineer, may consider reasonable. The Contractor and its sureties in every case shall be liable for such damages, expenditures and extra expenditures, and for all additional cost of the Work which may be incurred by reason of termination of the Contract pursuant to this GC 15, together with the compensation for liquidated damages, if any, from the date fixed for the Total Performance of the Work, and the same may be deducted or collected by the Owner as provided by GC 18.11.

All the powers of the Owner with respect to the determination of any doubts, Disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor, and otherwise in respect of the Contract shall nevertheless continue in force.

Add 15.3.4 The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of Court, without prejudice to any other remedy herein contained. Neither the Owner nor any of its officials, officers, employees or other agents shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which the Work, or any portion thereof, may have been or may be done or completed by the Owner.

No proceeding taken pursuant to this GC 15 or pursuant to any other provision of the Contract shall at any time be deemed to be an assignment of the Contract or of any portion thereof, unless otherwise agreed to in writing.

Add 15.4.1 The Contract Administrator may, as agent for and on behalf of the Owner, at the Contract Administrator’s discretion terminate the Contract at any time upon written notice to the Contractor notwithstanding the fact that the Contractor may not then be in default, in which event the Owner shall be liable to the Contractor only for Work done and materials delivered at or to the Site up to the date of the termination plus reasonable demobilization costs up to a maximum of $[__________].

Upon payment of the aggregate of the aforesaid sums, the Owner, the Contract Administrator and the Contractor shall be released from their liabilities or obligations under the Contract save and except that the liabilities and obligations of the Contractor shall continue with respect to: (i) deficiencies and warranties in the portion of the Work completed prior to termination; and (ii) the indemnification requirement set out in GC.22.
16.0 CONTRACTORS
RIGHTS ON
OWNERS
DEFAULT

16.3 Notice of
Default
Delete 16.3.1
and replace with
If:
(1) the Contract Administrator fails to issue a certificate in
accordance with the provisions of GC 18.1.1; or
(2) the Owner fails to pay the Contractor when due the
amounts certified by the Contract Administrator or
awarded by arbitration or court; or
(3) the Owner fails to provide the Contract Documents as
required by GC 2.1.1;
then the Contractor may give written notice to the Contract
Administrator, with a copy to the Owner, that the Owner is
in default and demand that the Owner correct the default
within 20 Days, and if the Owner fails to make the
correction then, without prejudice to any other right or
remedy the Contractor may have, the Contractor may stop
the Work or terminate the Contract.

17.0 DISPUTES

17.9 Attornment to
Jurisdiction of
Courts of
British
Columbia
Add 17.9
Notwithstanding any other provision of the Contract, the
Owner and the Contractor irrevocably and unconditionally
attorn to the jurisdiction of the courts of British Columbia,
and courts to which appeals therefrom may be taken, in
respect of any dispute or claim arising under or relating to
the Contract.

18.0 PAYMENT

18.1 Preparation of
the Payment
Certificate
Add 18.1.0
5 Days prior to the end of the calendar month, the
Superintendent shall compile and submit a summary of the
daily quantities for Work completed within the past month.
This shall be included with other deliverables such as the
Adjusted Baseline Schedule, Quality Management
reports, and supporting documentation in GC 18.2.1.

18.4 Holdbacks
Delete 18.4.1
and replace with
Builders Lien Holdback: The Owner shall:
(1) hold back 10%, or other percentage as required by the
Builders Lien Act, of any amounts due to the Contractor
as a builders lien holdback; and
(2) if the Place of the Work is a highway, City Street, or
right-of-way then, notwithstanding that a lien cannot be
registered against the Place of the Work, hold back the
percentage that would have been required if the Builders Lien Act did apply of any amounts due to the
Contractor as a builders lien holdback, on the same
conditions as though such hold back was a requirement
of the Builders Lien Act, including making payment from
such hold back directly to Subcontractors.
Add 18.4.6  

Maintenance Security Hold Back: The *Owner* shall hold back 5%, of any amounts due to the *Contractor* as a maintenance security holdback, to cover the costs of corrections to defective *Work* that may be required.

The *Contractor* may substitute a letter of credit, in the amount of the *Maintenance Security Holdback*, in a form and from a financial institution acceptable to the *Owner*, for the *Maintenance Security Holdback*.

### 18.5 Payment

Delete 18.5.1 and replace with

During progress of the *Work*, the *Contractor* may make application to the *Contract Administrator* for payment, in the form of an invoice accompanied by:

1. a *Payment Certificate* approved by the *Contract Administrator* as per GC 18.1,
2. a sworn declaration that all amounts relating to the *Work*, due and owing as of the end of the month to third parties including all *Subcontractors* and suppliers, have been paid, and
3. such other documentation reasonably required by the *Contract Administrator* as may be necessary to establish the compliance by the *Contractor* with the conditions of the *Contract*.

All in a form acceptable to the *Contract Administrator*, on or before the last day of every month for any portion of the *Work* done to the date of the application.

The net amount shown for payment, less any holdback required by the *Builders Lien Act* and less the aggregate of any previous payments, all in accordance with the *Contract* and with the *Builders Lien Act* (if and to the extent applicable), shall be due and payable to the *Contractor* 30 days following submission of an invoice to the *Owner*, in an acceptable format, accompanied by and consistent with the *Payment Certificate* approved by the *Contract Administrator*.

The *Owner* will, in addition to other holdbacks as provided by the *Contract Documents*, be entitled to deduct and retain from payments otherwise due to the *Contractor*, a *Maintenance Security Holdback* as per GC 18.4. The balance of the *Maintenance Security Holdback* not required to correct defective *Work*, and remaining at the end of the *Warranty Period*, shall be paid without interest to the *Contractor*.

On *Substantial Performance* being certified in accordance with the procedures set out in GC 18.6 and the value of the certified deficiencies being agreed upon, the *Contractor* may make application to the *Contract Administrator* for the balance of all monies then owing under this *Contract* to the *Contractor*, submitting also such documentation as is required by GC 18.6.
Delete 18.5.3 and replace with

If for any reason the Owner disputes the net amount shown for payment on a Payment Certificate the Owner shall, within the time specified in this GC, pay to the Contractor any amount not disputed and also deliver to the Contractor and the Contract Administrator written reasons for any deductions.

The dispute by the Owner of the correct amount owing shall be a Dispute and the written reasons for any deduction shall constitute a Dispute Notice.

Add 18.5.4

After 55 calendar days have elapsed from the date of the Certificate of Substantial Performance issued in accordance with GC 18.6 and upon the Contract Administrator’s satisfaction that no encumbrance, lawful claim or lien exists, the Owner will, within a further 10 calendar days, make payment to the Contractor of all monies due under this Contract at the date of Substantial Performance, including the release of all remaining Builders Lien Act holdback amounts, if any, but retaining at least twice the estimated value of the certified deficiencies, and retaining the Maintenance Security Holdback.

Upon the issuance of the Certificate of Total Performance, the Owner will make a final payment of all monies owing to the Contractor under the Contract, except for the Maintenance Security Holdback, which shall be released as per GC 18.5.1.

Add 18.5.5

Upon the issuance of the Certificate of Total Performance, the Owner will make a final payment of all monies owing to the Contractor under the Contract, except for the Maintenance Security Holdback, which shall be released as per GC 18.5.1.

Add 18.5.6

Where payment is not made in accordance with the payment provisions contained in GC 18.5, the overdue amount shall bear interest at the lending rate of the Bank of Montreal for its prime commercial customers and such interest shall be calculated from and after the date upon which such payment was due and shall accrue until the date that payment of the overdue amount together with interest is made. This interest obligation on the Owner shall constitute the sole remedy of the Contractor for late payment.

18.6 Substantial Performance

Add 18.6.3 (3)

A completed set of legible, marked up as-constructed prints and survey point file containing all inverts, casting elevations and all other information required for the production of Record Drawings. If additional information is required, the Contract Administrator will cause that information to be obtained, and in doing so, will deduct the costs to the Owner from the final progress payment.

Delete 18.6.4 and replace with

The Owner, the Contract Administrator and the Contractor shall inspect the Work and any remaining deficiencies shall be detailed and included on the Certificate of Substantial Performance. The date of Substantial Performance shall be
as stated in this Certificate. Upon issuance of the Certificate of Substantial Performance to the Contractor, the Contract Administrator shall set a reasonable date for the Total Performance of the Work.

Add 18.6.7

For the purposes of the Builders Lien Act (to the extent applicable), the Certificate of Substantial Performance as described herein shall serve as the Contract's certificate of completion, and the date of Substantial Performance stated in the Certificate shall be deemed to be the date of the Certificate’s issuance.

18.10 Statutory Declarations

Add 18.10.1

The Contractor shall submit with each of the Contractor’s applications for payment such statutory declarations as may be required herein, which shall be sworn in duplicate by the Contractor, or by such person on behalf of the Contractor as the Contract Administrator may approve.

(1) Prior to payment and as condition to any payment, the Contract Administrator may at any time require the Contractor to file with the Contract Administrator a statutory declaration showing that all wages for the various classes of labour, the hire of trucks, equipment, etc., employed in or about the Site, all products or other things supplied for use in or upon the Work and amounts due to Subcontractors and suppliers have been paid and satisfied and that there is no encumbrance, lawful claim or lien accruing for labour or services in connection with the Work.

Should any amounts be due and unpaid for wages, equipment, hire, products and Subcontractors or suppliers as above listed or any encumbrance, lawful claim or lien accrue, the amounts shall be listed on a duly attested statement, in duplicate, and attached to the statutory declaration referred to above.

The Contract Administrator may at any time, if the Contract Administrator deems it advisable, require from the Contractor a statement showing the rates of wages paid by the Contractor for the various classes of labour, the rates of hire of trucks and equipment employed and the prices and quantities of any products supplied for use in or upon the Work and may also require the statement to show in detail the names of unpaid employees, the rates of wages and amounts due to each, and the names of creditors, quantities, prices and amounts due to each. Such statement shall be duly attested in duplicate as above and be a condition precedent to the right of the Contractor to receive payment.

(2) Prior to final payment and as a condition to issuance by the Contract Administrator of a Certificate of Total Performance, the Contractor shall file with the Contract Administrator a statutory declaration showing that all Work in respect of the Contract has been completed; all
accounts, detailed in the first sentence of Section (1) of this General Condition have been paid and satisfied and there is no encumbrance, lawful claim or lien accruing for labour, products or services in connection with the Work; and payments already received and due under the final payment application are accepted by the Contractor as full compensation for everything furnished and done by the Contractor under the Contract.

The Contractor's payrolls, time-books, books of account, invoices, receipt and statements relating to its Work under the Contract shall be at all times open for inspection and extract by the Contract Administrator and the Owner and any authorized representative of them.

18.11 Money Due to Owner

Add 18.11.1

All money payable to the Owner by the Contractor may be retained out of any money then due, or which may become due from them to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor and its sureties, or any of either of them, in any Court of competent jurisdiction, as a debt due to them; and the Contract Administrator shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to him or her the advisability of so doing, until the Contract Administrator is satisfied that the Work and material so far done or furnished are in accordance with the Contract and that the Contractor is otherwise entitled thereto, though the sum to be retained may be unascertained.

19.0 TAXES, DUTIES AND GST

19.4 Non-Resident Withholding Tax

Add 19.4.1

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act (Canada) as amended, then, and the Contractor hereby so agrees, the Owner may deduct from all money payable under the Contract and remit to the Receiver-General of Canada, the Government of Canada or the Canada Revenue Agency sums required to be withheld and remitted by the Income Tax Act (Canada), as amended.

The Owner will receive a further credit under the Contract for money withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the Owner on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

20.0 LAWS, NOTICES, PERMITS AND FEES

20.2 Permits

Delete 20.2.1 and replace

Except for Owner Permits, the Contractor shall obtain all permits, licenses, approvals and certificates which, as of the
with Tender Closing Date, are required for the performance of the Work (collectively the “Contractor Permits”). Contractor Permits shall include all municipal construction permits and approvals. The Contractor shall pay all Contractor Permit fees.

Delete 20.2.2 and replace with

Unless otherwise noted in the Contract Documents, the Owner shall obtain those permits, clearances and approvals that are required for operation of the completed project, including any permanent easements or other permanent property rights, land use approvals (such as zoning) or environmental approvals (such as Federal Department of Fisheries and Oceans) (collectively the “Owner Permits”). The Owner shall obtain all Owner Permits in a timely manner so as not to delay the progress of the Work.

[NOTE: City staff should specifically add any additional permits that the City will be responsible for obtaining and delete any of the above listed permits that the Contractor will be responsible for obtaining for this project.]

Add 20.2.3 All Work within City properties shall be carried out and completed within the stated terms and conditions of any applicable permit, specification and bylaw.

Add 20.2.4 It is the Contractor’s responsibility to seek clarification and instruction from the Contract Administrator regarding construction activities that are not covered by the applicable permits, bylaws and City and MMCD Specifications. In the event of any variation between this manual and City bylaws, the bylaws shall prevail.

21.0 WORKERS COMPENSATION REGULATIONS

21.0 Payment of WorkSafe BC Assessments Add 21.0.0 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any Work or service which is the subject of this Contract. The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of Work done or service performed in fulfilling this Contract have been paid in full.

21.2 Contractor is “Prime Contractor” Delete 21.2.1 and replace with

Unless otherwise specified in the Contract Documents or notified to the contrary by the Contract Administrator, the Contractor is the “Prime Contractor” for the purpose of all Laws relative to occupational health and safety, including the discharge of all duties of the “Prime Contractor” under
the Workers Compensation Act (British Columbia), notwithstanding that the Owner, the Contract Administrator or Other Contractors may provide from time to time some of the services normally provided by such “Prime Contractor”. In this GC.4.2 “Prime Contractor” has the definition ascribed to the term “prime contractor” under the Workers Compensation Act (British Columbia).

Add 21.2.2 If the Contractor is the “Prime Contractor”, the Contractor shall:

(1) comply with all Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the Contract Administrator, relative to occupational health and safety;

(2) initiate, maintain and supervise all safety programs and measures in connection with the performance of the Work, which programs and measures shall respond fully to the requirements of all Laws relative to occupational health and safety, all to the satisfaction of the Contract Administrator;

(3) conduct regular safety meetings at the Site, no less frequently than weekly, record minutes of such meetings and give copies of such minutes to the Contract Administrator on a weekly basis;

(4) supply and maintain at the Site all safety equipment necessary to protect workers and others from accident or injury;

(5) supply and maintain at the Site all personnel, equipment and supplies necessary for the provision of appropriate first-aid to any worker or person suffering an accident or injury at or about the Site, and establish an emergency procedure for prompt removal of any such person from the Site to a hospital, clinic or medical office for further treatment; and

(6) prior to commencement of construction, the Contractor will:

   a. complete and file a “Notice of Project” with the WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC Rules, and
   b. post the Notice of Project at the Site, and
   c. provide a copy of the Notice of Project to the Owner and confirm in writing that the Notice of Project has been posted at the Site.

If, or for so long as the Contractor is not the “Prime Contractor”, the Contractor shall:

(1) comply with all Laws, and all reasonable rules established by the Owner of which the Contractor is given timely notice through the Contract Administrator, relative to occupational health and safety;

(2) comply with all reasonable directions issued by the
“Prime Contractor” regarding compliance with Laws, and rules established by the Owner, relative to occupational health and safety; and attend all Site safety meetings convened by the “Prime Contractor”.

Whether or not the Contractor is the “Prime Contractor”, it shall:

(1) report immediately to the “Prime Contractor” (if not the Contractor) and the City Engineer all accidents and injuries of any kind or severity occurring on or about the Site and involving employees of the Contractor or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Work;

(2) confirm in writing each report made under subparagraph (1) above; and

(3) respect and adhere to the Owner’s safety and training polices relative to the Site and the Work.

If the Contract Administrator determines that the Contractor is not in compliance with its obligations as “Prime Contractor”, if applicable, the Owner may, but is not obliged to, provide some or all of the services required to discharge those obligations. All costs incurred by the Owner in providing such services shall be paid by the Contractor to the Owner, and may be deducted from any amount then or thereafter becoming due to the Contractor under the Contract.

Add 21.2.3 Upon request of the Contract Administrator or the Owner, the Contractor will provide the Owner and the Contract Administrator with the Contractor’s or any Subcontractors’ WorkSafeBC registration number.

Add 21.2.4 Concurrently with making any application for payment under this Contract, the Contractor will provide the Owner with written confirmation that the Contractor and all Subcontractors are registered in good standing with WorkSafeBC and that all assessments have been paid.

Add 21.2.5 The Contractor may or may not have received, as part of the Contract Documents, a “Pre-Contract Hazard Assessment” prepared by or for the Owner pursuant to the Owner’s statutory obligations under the WorkSafeBC/H&S Regulation (Section 119 of the WCA) as an “owner of a workplace”. Despite the Owner’s statutory obligations, the Contractor now acknowledges and agrees that the Contractor may not rely on the “Pre-Contract Hazard Assessment” and now agrees to assume by the terms of this Contract full responsibility for carrying out the Owner’s obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable Owner staff and departments in order to ascertain what, if any, information is known or has been
recorded by Owner staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The Owner now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to Owner staff and Owner records for this purpose. The Contractor will immediately start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the Contract Administrator prior to the Owner being obligated to issue the Notice to Proceed.

Add 21.2.6

The Contractor will indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

(1) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;

(2) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor’s obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC/H&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC; or

(3) any breach of the Contractor's obligations under this GC4.2.

22.1 Contractor to Indemnify

Delete 22.1 and replace with

The Contractor releases the Owner, its officers, officials, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its Subcontractors, and their respective officers, employees and agents, or suffered or experienced by any other entity or person in connection with the performance of the Work.

Despite the provision of insurance coverage by the Owner, the Contractor hereby agrees to indemnify and save harmless the Owner, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Contract, that arise out of the acts of the Contractor, its Subcontractors, or their respective officers, employees or agents under the Contract.

This indemnity will not affect or prejudice the Owner from exercising any other rights that may be available to it at law or in equity.
The release and indemnity set out in this GC will survive the expiry or sooner termination of the Contract.

22.2 Owner to Indemnify

Deleted 22.2.2 and replace with

If the Owner performs work at the Place of the Work at the same time as the Contractor is performing the Work, then the Owner shall indemnify and hold harmless the Contractor, and the Contractor’s agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the negligent acts or omissions of the Owner, the Owner’s agents, or employees in the performance of that work.

22.4 Patent Infringement

Add 22.4

Contractor hereby agrees to indemnify and save harmless the Owner, its elected officials, officers, employees and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Contract, that arise out of any actual or alleged infringement of any Intellectual Property Rights caused by the performance of the Work or the use of any process, work, material, matter, thing or method used or supplied by the Contractor or any Subcontractor in the performance of the Work.

24.0 INSURANCE

24.1 Required Insurance

Delete 24.1.1 to 24.1.6 and replace with

(1) The Contractor shall obtain and maintain throughout the term of the Contract and the prosecution of the Work, all of the insurance policies described in Schedule 9 of the Contract Documents.

(2) All insurance coverage described in Schedule 9 of the Contract Documents shall be issued by an insurance carrier or agent acceptable to the Owner and licensed to conduct business in the Province of British Columbia.

(3) Upon request of the City Engineer or the Owner, the Contractor shall be required to deliver a Certificate of Insurance, and where required by the Owner’s Director of Risk Management, certified copies of all policies and endorsements, evidencing the placement and endorsement of insurance in accordance with this GC 24.

(4) Contractors and their Subcontractors shall be required to furnish evidence of the renewal of policies described in this GC by renewal certificate, endorsement or certified copy to be received by the Owner at least 15 calendar days prior to the expiry date of the policy.

(5) If the Contractor fails to obtain and maintain insurance as required hereunder, or if the Owner does not approve any insurance policy or policies submitted to the Owner and the Contractor thereafter does not meet the requirements of the Owner as to terms and conditions of the insurance policy, the Owner shall have the right to place and maintain such insurance in the name of the...
Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand, and the Owner may deduct the cost thereof from any monies which are due or may become due to the Contractor. If coverage should lapse, all Work by the Contractor shall be stopped until satisfactory evidence of renewal is produced.

(6) Each policy described in Schedule 9 of the Contract Documents shall be required to be endorsed to provide the following notice for policy changes and cancellations to the Owner: “It is understood and agreed that this policy will not be cancelled, reduced, materially altered or changed without the insurer giving at least 30 calendar days’ prior written notice by registered mail to the City of Vancouver.”

(7) In addition to the requirements of Schedule 9 of the Contract Documents, each Contractor and each of its Subcontractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

All deductibles shall be for the account of and be paid by the Contractor upon demand by the Owner. The Owner shall have the right to deduct amounts for which the Contractor is responsible under this GC 24 from any monies which are due or may become due to the Contractor.

25.0 MAINTENANCE PERIOD

25.1 Correction of Defects

Delete 25.1.1 and replace with

The Contractor shall, at the Contractor’s own expense, promptly correct defects or deficiencies in the Work that appear prior to and during the period of two years from the date of the Certificate of Substantial Performance, or such longer periods as may be specified in the Contract Documents for certain products or Work (the “Maintenance Period”), including damage caused by backfill deficiency.

Add 25.1.4

Whether the Contractor should replace defective products or Work, or repair the same, shall be determined by the Contract Administrator. Should the Contractor fail to make good defects within 3 Days after being notified by the Owner to do so, the Owner at its option may do so and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in GC 18.11, provided that the Owner shall first deduct such amounts from the Maintenance Security Holdback. If the Owner assesses the defects to be dangerous or determines that an emergency situation exists, the Owner, at the Owner’s discretion will effect repairs immediately and all costs, charges and expenses so incurred may be deducted or collected by the Owner as provided in 18.11 - Money Due to Owner; provided that the Owner shall first deduct such amounts from the
Maintenance Security Holdback.

The decision of the Owner shall be final as to the necessity of repairs or of any Work done or required to be done under the provisions of the Contract and for the amounts expended thereunder. If in the opinion of the Contract Administrator, it is in the Owner’s best interests (taking into account effects on the Owner’s overall schedule, the difference in value between the Work as performed and that called for by the Contract Documents, and other relevant factors) not to correct defective Work or Work not provided in the Contract Documents, the Contract Administrator will assess the amount which should be deducted from the amount otherwise due to the Contractor and will assess the length of time by which the obligations should be extended in order to put the Owner in as close a position financially and in terms of the useful life of the Work as would have been the case had the Contractor performed the Work as called for by the Contract Documents. For further certainty, the Contract Administrator may extend the Warranty Period in appropriate circumstances to a minimum of twice the Warranty Period originally provided for under the Contract Documents, subject always to the above parameters.
SCHEDULE 3
SCHEDULE OF QUANTITIES AND PRICES
SCHEDULE 4
SUBCONTRACTORS AND SUPPLIES
SCHEDULE 5
CONSTRUCTION SCHEDULE
SCHEDULE 6
PERFORMANCE AND LABOUR AND MATERIALS PAYMENT BONDS
SCHEDULE 8
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES
SCHEDULE 9
INSURANCE REQUIREMENTS

[To be reviewed by Risk Management.]

1. **All Risk Course of Construction Insurance**

   (a) **Coverage**
   “All Risks” of physical loss or damage.

   (b) **Property Insured**

      (i) **At Site**
      All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the insured or of others for which the insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the insured’s risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

      (ii) **Transit**
      Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer’s or supplier’s site.

      (iii) **Off-Site**
      Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer’s or supplier’s site.

   (c) **Insureds**
   The Owner, the Contractor, and their respective officials, officers, employees and agents.

   (d) **Term**
   During the period of the construction operations and also during any period in which the property insured is being prepared for use and while partially used or occupied; provided all coverage shall cease when the Work has been formally accepted as complete by the Owner, whichever shall first occur.
(e) **Limit and Deductibles at Site**

(i) Limit of *Liability*: Full replacement value of the Work

(ii) Deductible not to exceed $5,000.

2. **“Wrap Up Liability Insurance”**

(a) **Insureds**
The Owner, the Engineer, the Contractor, and all Subcontractors, and their respective officials, officers, employees and agents.

(b) **Limits**
Bodily injury liability and property damage liability including aggregate products and completed operations: $10,000,000 for each occurrence.

(c) **Extensions of Coverage**

(i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;

(ii) Owner’s and contractor’s protective liability;

(iii) Blanket contractual liability;

(iv) Contingent employer’s liability;

(v) Personal injury liability;

(vi) non-owned automobile liability;

(vii) Cross liability or severability of interest clause;

(viii) Employees as additional insureds;

(ix) Blasting, collapse, underpinning, shoring, pile driving, dredging or grading activities;

(x) Loading and unloading of automobiles;

(xi) Hoist liability;

(xii) Unlicensed and specially licensed vehicles;

(xiii) Operation of attached machinery;

(xiv) Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants.

(d) **Deductibles**
Deductible not to exceed $5,000.
(e) **Cross Liability**
The insurance shall apply to any action brought against any one of the insureds by any other insured in the same manner as though separate policies were issued to each.

(f) **Term**
Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

(g) **Waiver of Subrogation**
It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

3. **Automobile Insurance**
A standard owner’s form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:
   Bodily injury and property damage (third party limit) inclusive limit: $5,000,000.

4. **Contractor’s Equipment Insurance**
   “All Risk” insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.
   It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

5. **Contractor’s Pollution Liability Insurance**
The Contractor will obtain or cause its Subcontractors to obtain contractor’s pollution liability insurance including “Non Owned Disposal Sites” (“NODS”) coverage for a limit not less than $2,000,000.00 per occurrence with a deductible not greater than $50,000.00 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl (“PCB”). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor as a named insured.
6. **Professional Liability Insurance**

The Contractor’s sub-contracting erection engineer will be required to obtain and carry a professional (errors and omissions) liability insurance policy with limits of not less than $2,000,000 per occurrence (and aggregate coverage of not less than $5,000,000) and a deductible of not more than $50,000, protecting the sub-contracting engineer against all claims for loss or damage arising out of any wrongful act or error or omission of the erection engineer or its personnel in the performance of the Work.