

INVITATION TO TENDER NO. [INSERT]  
[INSERT TITLE OF TENDER]  
PART D - FORM OF AGREEMENT

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

FORM OF AGREEMENT

Between

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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 12<sup>th</sup> 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 designated, 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 12<sup>th</sup> 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:

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

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

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

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

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

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

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

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

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

**[INSERT NAME OF CONTRACTOR]**  
by its authorized signatories:

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

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

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

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

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

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

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**SCHEDULE 1  
SUPPLEMENTAL GENERAL CONDITIONS**

1.0	<b>DEFINITIONS</b>	In the <i>Contract Documents</i> the following capitalized and italicized words and definitions will apply. Where a definition refers to a paragraph in the <i>Contract Documents</i> the definition is contained in that paragraph and the defined term is indicated as capitalized, in quotations and in brackets.	
1.1	<b>Abnormal Weather</b>	Delete 1.1 and replace as follows:	<b>“Abnormal Weather”</b> means a weather condition that affects the <i>Place of the Work</i> , that is more severe or of a longer duration than the weather conditions that a person experienced with the <i>Place of the Work</i> would reasonably anticipate and that has a materially adverse effect on the <i>Contractor’s</i> performance of the <i>Work</i> . Benchmarks shall be determined by monthly historical data for the <i>Place of the Work</i> , with consideration of annual variation in monthly trends over a 5-year period preceding the construction period.
1.5	<b>Alternate Tender</b>	Delete 1.5	
1.6	<b>Approved Equal</b>	Delete 1.6.1 and replace with	<b>“Approved Equal”</b> has the meaning given to it in GC 4.20.
1.7	<b>Approved Equipment Rental Rate Guide</b>	Deleted 1.7	
1.9	<b>Bid Security</b>	Delete 1.9.1 and replace with	<b>“Bid Security”</b> means the bid security required of the Contractor pursuant to the terms of the Invitation to Tender.
1.21	<b>Contract Administrator</b>	Delete 1.21.1 and replace with	<b>“Contract Administrator”</b> means the person, firm or corporation appointed by the <i>Owner</i> and identified by the <i>Owner</i> in writing to the <i>Contractor</i> . The <i>Contract Administrator</i> may be the <i>Owner’s</i> Engineer, an employee of the <i>Owner</i> or a third party engaged by the <i>Owner</i> .
1.22	<b>Contract Documents</b>	Delete 1.22.1 and replace with	<b>“Contract Documents”</b> means the documents set out in Article 3 of the <i>Contract</i> .
1.23	<b>Contract Drawing</b>	Delete 1.23.1 and replace with	<b>“Contract Drawing”</b> means a drawing included in Schedule 2 to the <i>Contract</i> , entitled “Specifications and Drawings”.
1.24	<b>Contract Price</b>	Delete 1.24.1 and replace with	<b>“Contract Price”</b> means the amount stipulated in Article 5 of the <i>Contract</i> .
1.33	<b>Drawings</b>	Delete 1.33.1 and replace	<b>“Drawings”</b> means, collectively, the <i>Contract Drawings</i> , the <i>City of Vancouver Standard Detail Drawings</i> and the <i>MMCD</i>



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		with	<i>Standard Detail Drawings.</i>
1.40	<b>Hazardous Materials</b>	Delete 1.40.1 and replace with	<b>“Hazardous Materials”</b> 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;
1.46	<b>Notice of Award</b>	Delete 1.46.1 and replace with	<b>“Notice of Award”</b> has the meaning set out in the Invitation to Tender.
1.47	<b>Notice to Proceed</b>	Delete 1.47.1 and replace with	<b>“Notice to Proceed”</b> has the meaning set out in the Invitation to Tender.
1.49	<b>Other Contractor</b>	Append to 1.49.1	<b>“Other Contractor”</b> may include the <i>Owner’s</i> own work crews.
1.51	<b>Owner</b>	Delete 1.51 and replace with	<b>“Owner”</b> means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, acting in its capacity as the owner of the <i>Street</i> , but expressly excludes the City of Vancouver, acting in its regulatory capacity.
1.55	<b>Preliminary Construction Schedule</b>	Delete 1.55.1 and replace with	<b>“Preliminary Construction Schedule”</b> means the schedule submitted by the Contractor as part of its Tender and attached as Schedule 5 of the Contract Documents.
1.60	<b>Schedule of Quantities and Prices</b>	Delete 1.60.1 and replace with	<b>“Schedule of Quantities and Prices”</b> means Schedule 3 of the Contract Documents.
1.64	<b>Site Inspector</b>	Delete and replace with 1.64.1	<b>“Site Inspector”</b> means the person appointed by the <i>Owner</i> or <i>Contract Administrator</i> as set out in GC 3.4.6.
1.67	<b>Substantial Performance</b>	Delete 1.67.1 and replace with	<b>“Substantial Performance”</b> means that the Work is “substantially performed” in accordance with the criteria set out in Section 1(2) of the <i>Builders Lien Act</i> (British Columbia).
1.70	<b>Tender Closing Date and Tender Closing Time</b>	Deleted 1.70 and replace with	<b>“Tender Closing Date”</b> and <b>“Tender Closing Time”</b> have the meanings set out in the Invitation to Tender.
1.71	<b>Tender Price</b>	Delete 1.71.1 and replace with	<b>“Tender Price”</b> has the meaning set out in the Invitation to Tender.

1.79	Approved Abatement Contractor	Add 1.79.1	<b>“Approved Abatement Contractor”</b> means a <i>Hazardous Materials</i> contractor approved by the <i>Owner</i> as set out in the <i>Invitation to Tender</i> .
1.80	City	Add 1.80.1	<b>“City”</b> means the City of Vancouver and shall have the same definition as <i>Owner</i> .
1.81	City Engineer	Add 1.81.1	<b>“City Engineer”</b> means the General Manager of Engineering Services with the City of Vancouver or his / her delegate.
1.82	City of Vancouver Construction Specifications	Add 1.82.1	<b>“City of Vancouver Construction Specifications”</b> means the manual of supplementary <i>Specifications</i> to the MMCD produced by the City of Vancouver.
1.83	City of Vancouver Standard Detail Drawings	Add 1.83.1	<b>“City of Vancouver Standard Detail Drawings”</b> means the manual of supplementary standard detail drawings to the MMCD produced by the City of Vancouver.
1.84	Competent Authority	Add 1.84.1	<p><b>“Competent Authority”</b> means:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing.</li> </ul>
1.85	Engineer	Add 1.85.1	<b>“Engineer”</b> means the <i>City Engineer</i> .
1.86	Environmental Law	Add 1.86.1	<p><b>“Environmental Law”</b> means any Law which imposes any obligations relating to:</p> <ul style="list-style-type: none"> <li>(a) the protection, management, conservation or restoration of the natural environment;</li> <li>(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</li> <li>(c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Materials, including those pertaining to occupational</li> </ul>

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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	<b>“MMCD Specifications”</b> means the <i>Specifications</i> 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	<b>“MMCD Standard Detail Drawings”</b> means the Standard Detail Drawings published by the Master Municipal Construction Documents Association, 2009 version.
1.97	Project Specific Specifications	Add 1.97.1	<b>“Project Specific Specifications”</b> means the <i>Specifications</i> listed in Schedule 2 to the Agreement.
1.98	Quality Audit	Add 1.98.1	<b>“Quality Audit”</b> 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	<b>“Quality Management”</b> means the determination and execution of quality policy across a project. <i>Quality Management</i> includes <i>Quality Assurance (QA)</i> , <i>Quality Control (QC)</i> , and <i>Quality Audits</i> .
1.100	Reasonable Time	Add 1.100.1	<b>“Reasonable Time”</b> means, unless otherwise agreed to in writing, 5 Days.
1.101	Record Drawings	Add 1.101.1	<b>“Record Drawings”</b> are the design drawings which have been amended as required to reflect the actual constructed <i>Work</i> .
1.102	Release	Add 1.102.1	<b>“Release”</b> 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	<b>“Social Enterprise”</b> 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	<b>“Specifications”</b> 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 <i>Work</i> .
1.105	Street	Add 1.105.1	<b>“Street”</b> means public rights-of-way belonging to the City of Vancouver and includes lanes.
1.106	Student	Add 1.106.1	<b>“Student”</b> means an individual who is enrolled in a school, college, university or other educational institution and is employed by the <i>Contractor</i> or a <i>Subcontractor</i> , 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	<b>“Tender”</b> means the Contractor’s tender, tendered in response to the Invitation to Tender.
1.108	Third-Party Property	Add 1.108.1	<b>“Third-Party Property”</b> 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	<b>“Third-Party Utility”</b> 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	<b>“Warranty Period”</b> shall have the same meaning as <i>Maintenance Period</i> .
<b>2.0 DOCUMENTS</b>			
2.1	Execution	Add 2.1.0	The <i>Contractor</i> shall deliver all required submittals as described in the <i>Notice of Award</i> , and in a format acceptable to the <i>Owner</i> within the time specified in the <i>Notice of Award</i> .
		Delete 2.1.1	Delete 2.1.1
		Delete 2.1.2 and replace with	The <i>Contractor</i> shall sign the <i>Contract Documents</i> and return them to the <i>Contract Administrator</i> within 15 Days after receiving them and the <i>Contract Administrator</i> shall forward them to the <i>Owner</i> for signing.
2.2	Interpretation	Delete 2.2.4 and replace with	Should any difference exist between the <i>Drawings</i> and <i>Specifications</i> , or should any errors or inconsistency occur in any or between any of the <i>Drawings</i> and <i>Specifications</i> , the <i>Contractor</i> , before proceeding, shall bring them to the attention of the <i>Contract Administrator</i> . The <i>Contract Administrator</i> shall resolve the error or inconsistency and the <i>Contractor</i> shall proceed with the <i>Work</i> in the manner directed by the <i>Contract Administrator</i> .  The <i>Contract Administrator</i> will furnish from time to time such detail drawings and specifications as the <i>Contract Administrator</i> may consider necessary for the <i>Contractor</i> ’s guidance. These detail drawings and specification shall be considered <i>Drawings</i> and <i>Specifications</i> , respectively, and shall take precedence over any previously furnished <i>Drawings</i> or <i>Specifications</i> , and shall be considered as explanatory of them and not as indicating <i>Changes</i> in the <i>Work</i> or as giving rise to any entitlement to a change in the <i>Contract Price</i> .  The <i>Contract Documents</i> shall govern and take precedence in the following order or priority with the <i>Contract</i> taking precedence over all other <i>Contract Documents</i> : (a) <i>Agreement</i> (b) <i>Addenda</i> (c) <i>Supplementary General Conditions</i> (d) <i>General Conditions</i> (e) <i>Project Specific Specifications</i>

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- (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	Delete 2.3.1	Delete 2.3.1
2.4	Copies of Contract Documents	Append to 2.4.1	All <i>Drawings, Specifications</i> , model and copies thereof furnished by the <i>Contract Administrator</i> are and shall remain the <i>Owner's</i> property. Such documents and models are to be used only with respect to the <i>Work</i> , are not to be copied or revised in any manner without the written authorization of the <i>Contract Administrator</i> and are to be returned to the <i>Contract Administrator</i> on request at the completion of the <i>Work</i> .
2.5	Master Municipal Specifications and Standard Detail Drawings	Add 2.5	The <i>Contract Documents</i> 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]).
3.0	CONTRACT ADMINISTRATOR		
3.1	Appointment	Delete 3.1.2 and replace with	If for any reason the <i>Contract Administrator's</i> appointment is discontinued, then the <i>Owner</i> shall immediately notify the <i>Contractor</i> and appoint a replacement.
3.2	Authority	Add 3.2.3	Resolution of any discrepancy in technical nature between this manual, and any other referenced sources such as MMCD that is not covered by other <i>City</i> regulations, shall be at the sole discretion of the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> .
3.3	Contract Administrator	Append to 3.3.7	The <i>Contract Administrator</i> is not required to acknowledge any communications from the <i>Contractor's</i> personnel, except for the <i>Superintendent</i> set out in the <i>Contract</i> . Any communications which occurs with personnel other than the <i>Superintendent</i> , regardless of format, which are not acknowledged by the <i>Contract Administrator</i> in writing, may, at the <i>Contract Administrator's</i> sole discretion shall have no bearing on any portion of the <i>Contract</i> .
		Delete 3.3.8 and replace with	The <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , shall conduct inspections to determine the dates of <i>Substantial Performance</i> and <i>Total Performance</i> .
		Add 3.3.10	The <i>Contract Administrator</i> , in consultation with the <i>City</i>

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*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 Append to 3.4.6

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*.

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 Add 3.5.2

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*.

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 Delete 3.6.1 and replace with

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*.

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*.



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#### 4.0 CONTRACTOR

##### 4.1 Control of the Work

Add 4.1.0

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*.

Add 4.1.3

The *Contractor* shall maintain all areas disturbed with competent temporary repair to the satisfaction of the *Contract Administrator*, in consultation with the *City Engineer*, until such areas are permanently repaired. In the event the *Contractor* fails or neglects to carry out such tasks for whatever reasons, the *City* may do the necessary repairs at the expense of the *Contractor*.

##### 4.3 Protection of Work, Property, and the Public

Delete 4.3.1 and replace with

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.

Append to 4.3.4 (1)

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

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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

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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

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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

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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

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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 <i>Contractor</i> can satisfy the <i>Contract Administrator</i> that the substitute materials are at least equivalent to those specified and would not require any further changes to the <i>Drawings</i> and <i>Specifications</i> or otherwise adversely impact the performance of the <i>Work</i> .
<b>4.10 Contractor to Provide Labour, Materials and Equipment</b>	Delete 4.10.1 and replace with	<p>The <i>Contractor</i> 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 <i>Contract</i> and all <i>Work</i> 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 <i>Contract Administrator's</i>, in consultation with the <i>City Engineer</i>, satisfaction in all respects.</p> <p>Should any plant, equipment, appliance, materials or workmanship which the <i>Contract Administrator</i> or <i>City Engineer</i> may deem to be inferior or unfit for use in or on the <i>Work</i> be brought on the <i>Site</i> or used, the same shall be wholly removed therefrom within 24 hours after notification to that effect from the <i>Contract Administrator</i>, and in the case of failure or neglect on the part of the <i>Contractor</i> to remove the same the <i>Contract Administrator</i> may cause the same to be taken away at the <i>Contractor's</i> expense, and deposited, wasted or otherwise disposed of in any locality, place or way the <i>Contract Administrator</i> considers convenient or proper, and the <i>Contractor</i> shall forthwith pay to the <i>Owner</i> on demand, all expenses incurred including storage, if any, or the same may be deducted or collected by the <i>Owner</i>. The <i>Contractor</i> 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 <i>Work</i>.</p>
	Add 4.10.2	<p>Where there are <i>Key Personnel</i> the <i>Contractor</i> shall:</p> <ol style="list-style-type: none"> <li>(1) use best endeavours to retain <i>Key Personnel</i> for the duration of the provision of the <i>Work</i>;</li> <li>(2) take reasonable steps to ensure that <i>Key Personnel</i> dedicate their time fully to the <i>Work</i> (unless otherwise agreed or approved by the <i>Contract Administrator</i> in writing);</li> <li>(3) promptly inform the <i>Contract Administrator</i> should any of the <i>Key Personnel</i> leave, or give notice of an intention to leave the <i>Contractor</i>, and obtain a substitute or substitutes; and</li> <li>(4) not reassign or allow the reassignment of the <i>Key</i></li> </ol>

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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



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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

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other written materials without the express prior written consent of the *Owner* (except as may be necessary for the *Contractor* to perform the *Contractor's* obligations under the terms of the *Contract*). The *Contractor* shall not use the *Owner's* logo or any of the *Owner's* official marks without the express prior written consent of the *Owner*.

**4.18 Hours of work** Add 4.18.1

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.

**4.19 Assignment** Add 4.19.1

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.

**4.20 Approved Equals** Add 4.20.1

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.

**5.0 SHOP DRAWINGS**

**5.1 Preparation of Shop Drawings** Delete 5.1.3 and replace with

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.

Delete 5.1.4 and replace with

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*.

Add 5.1.5

Manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data may be

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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*.

	Delete 5.3.3 and replace with	When a submitted <i>Shop Drawing</i> is acceptable to the <i>Contract Administrator</i> , in consultation with the <i>City Engineer</i> , as provided by this GC then the <i>Contract Administrator</i> shall date and mark the <i>Shop Drawing</i> as “Reviewed” and return it to the <i>Contractor</i> . The <i>Contract Administrator</i> shall date and mark the number of copies submitted.
<b>6.0</b>	<b>OTHER CONTRACTORS</b>	
<b>6.2</b>	<b>Coordination and Connection</b>	Delete 6.2.1 with replace with  The <i>Contractor</i> shall afford all facilities for the execution of any <i>Other Work</i> which may be undertaken by the <i>Owner</i> or by such parties as may be employed by them, so that such work may be properly and conveniently completed, and the <i>Contract Administrator</i> shall have full authority to make and enforce such regulations as the <i>Contract Administrator</i> may deem necessary for the conduct of the work; and the <i>Contractor</i> shall proceed in such manner and complete in such order such portions of the <i>Work</i> as the <i>Contract Administrator</i> may require, and the <i>Contract Administrator</i> 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 <i>Contract</i> .  The <i>Contractor</i> shall at all times give free access and every reasonable facility to the employees of the <i>Owner</i> and to <i>Other Contractors</i> , 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 <i>Contract Administrator</i> and no inconvenience or alleged inconvenience arising therefrom shall form any ground for claims, losses or damages, compensation or otherwise, by the <i>Contractor</i> against the <i>Owner</i> .
<b>7.0</b>	<b>CHANGES</b>	
<b>7.1</b>	<b>Changes</b>	Delete 7.1.3 and replace with  Additional work that the <i>Owner</i> may wish performed that does not satisfy the requirements of subparagraphs (1) and (3) of GC 7.1.1 is extra Work (“ <i>Extra Work</i> ”) and not a <i>Change</i> . Pursuant to GC 8, <i>Extra Work</i> may be declined by the <i>Contractor</i> or may, upon agreement between the parties, be undertaken as <i>Extra Work</i> .  Delete 7.1.4 and replace with  A variation between the actual quantity and the estimated <i>Tender Quantity</i> for that item set out in the <i>Schedule of Quantities and Prices</i> of not more than plus or minus the percentage set out in GC 9.4.1 shall not be a <i>Change</i> unless the variation is greater than such percentage, in which case the provisions of GC 9.4 shall apply.
<b>7.2</b>	<b>Contemplated Change Order</b>	Add 7.2.3  If the <i>Contemplated Change Order</i> is for work, which if executed and incorporated would impact a critical path

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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	<b>Optional Work</b>	Delete 7.4.1 and replace with	<i>Optional Work</i> will only be included in the <i>Work</i> if the <i>Contract Administrator</i> so directs by <i>Change Order</i> , and in such event the <i>Contractor</i> shall perform the <i>Optional Work</i> as part of the <i>Work</i> , for the price tendered at the time of bid and with schedule extension as provided for in the <i>Contract Documents</i> (if any).
<b>9.0 VALUATIONS OF CHANGES AND EXTRA WORK</b>			
9.2	<b>Valuation Method</b>	Delete 9.2.1 and replace with	Adjustments to the <i>Contract Price</i> on account of <i>Changes</i> shall be valued by <i>Force Account</i> .
9.4	<b>Quantity Variations</b>	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 <i>Schedule of Quantities and Prices</i> constructed or provided by the <i>Contractor</i> varies more than plus or minus the <i>Variance Threshold Percentage</i> from the estimated quantity for that item as listed in the <i>Schedule of Quantities and Prices</i> (the "Tender Quantity"), then either the <i>Owner</i> or the <i>Contractor</i> may by written notice request a revised <i>Contract Price</i> 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 <i>Contract Price</i> 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 <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i> , the <i>Contract Price</i> shall be decreased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided less than the <i>Variance Threshold Percentage</i> ; 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 <i>Schedule of Quantities and Prices</i> by more than the <i>Variance Threshold Percentage</i> , the <i>Contract Price</i> shall be increased by an amount equal to the unit price of the applicable item as listed in the <i>Schedule of Quantities and Prices</i> multiplied by the quantity of unit that constitute the amount of the item constructed or provided in excess of the <i>Variance Threshold Percentage</i> .

	Delete 9.4.4	If either party requests a revision to the <i>Contract Price</i> pursuant to GC 9.4.1, the <i>Contractor</i> shall make available to the <i>Contract Administrator</i> all documentation reasonably required to verify that the actual amount of the applicable item constructed or provided by the <i>Contractor</i> is greater or less than, as the case may be, the quantity set out in the <i>Schedule of Quantities and Prices</i> by no less than the <i>Variance Threshold Percentage</i> .
	Delete 9.4.5	Delete 9.4.5
<b>10.0</b>	<b>FORCE ACCOUNT</b>	
<b>10.1</b>	<b>Force Account Cost</b>	<p>Delete 10.1.1 and replace with</p> <p>Payment for <i>Work</i> based on <i>Force Account</i> shall be calculated as follows:</p> <p>(1) the costs of labour will be determined by the labour rates specified in Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates); and</p> <p>(2) the costs of equipment will be determined by the construction equipment rates specified in Schedule 8 of the <i>Contract Documents</i> (Force Account Labour and Equipment Rates);</p> <p>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.</p> <p>Add 10.1.2</p> <p>No compensation will be made for standby of the <i>Contractor's</i> 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.</p> <p>Add 10.1.3</p> <p>In the completion of <i>Work</i> based on <i>Force Account</i>, the <i>Contractor</i> shall take all reasonable efforts to minimize the effects and costs of the <i>Work</i> based on <i>Force Account</i>, and this obligation shall be taken into account in the determination of the <i>Contractor's</i> entitlement to a <i>Contract</i> extension and reimbursement of costs. If in the opinion of the <i>Contract Administrator</i>, the <i>Contractor</i> is using an unsuitable methodology, the <i>Contractor</i> will be immediately advised that <i>Work</i> based on <i>Force Account</i> is to cease and will not recommence until the <i>Contractor</i> has presented an acceptable methodology.</p>
<b>10.3</b>	<b>Submit Accurate Records</b>	<p>Append to 10.3.1</p> <p>Neither the <i>Contract Administrator</i> nor their site representative's signature upon the submitted daily sheet forms any agreement for payment, only an agreement on the hours worked under <i>Force Account</i>.</p>

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## 12.0 HAZARDOUS MATERIALS

- 12.1 Risk of Hazardous Materials Add12.1.4 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

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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



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*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.

**15.4 Termination of Contract Without Default of Contractor** 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 \$[REDACTED].

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.

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**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	<p><i>Maintenance Security Hold Back:</i> The <i>Owner</i> shall hold back 5%, of any amounts due to the <i>Contractor</i> as a maintenance security holdback, to cover the costs of corrections to defective <i>Work</i> that may be required.</p> <p>The <i>Contractor</i> may substitute a letter of credit, in the amount of the <i>Maintenance Security Holdback</i>, in a form and from a financial institution acceptable to the <i>Owner</i>, for the <i>Maintenance Security Holdback</i>.</p>
<b>18.5 Payment</b>	Delete 18.5.1 and replace with	<p>During progress of the <i>Work</i>, the <i>Contractor</i> may make application to the <i>Contract Administrator</i> for payment, in the form of an invoice accompanied by:</p> <ol style="list-style-type: none"> <li>(1) a <i>Payment Certificate</i> approved by the <i>Contract Administrator</i> as per GC 18.1,</li> <li>(2) a sworn declaration that all amounts relating to the <i>Work</i>, due and owing as of the end of the month to third parties including all <i>Subcontractors</i> and suppliers, have been paid, and</li> <li>(3) such other documentation reasonably required by the <i>Contract Administrator</i> as may be necessary to establish to the <i>Contract Administrator's</i> satisfaction the compliance by the <i>Contractor</i> with the conditions of the <i>Contract</i>.</li> </ol> <p>All in a form acceptable to the <i>Contract Administrator</i>, on or before the last day of every month for any portion of the <i>Work</i> done to the date of the application.</p> <p>The net amount shown for payment, less any holdback required by the <i>Builders Lien Act</i> and less the aggregate of any previous payments, all in accordance with the <i>Contract</i> and with the <i>Builders Lien Act</i> (if and to the extent applicable), shall be due and payable to the <i>Contractor</i> 30 days following submission of an invoice to the <i>Owner</i>, in an acceptable format, accompanied by and consistent with the <i>Payment Certificate</i> approved by the <i>Contract Administrator</i>.</p> <p>The <i>Owner</i> will, in addition to other holdbacks as provided by the <i>Contract Documents</i>, be entitled to deduct and retain from payments otherwise due to the <i>Contractor</i>, a <i>Maintenance Security Holdback</i> as per GC 18.4. The balance of the <i>Maintenance Security Holdback</i> not required to correct defective <i>Work</i>, and remaining at the end of the <i>Warranty Period</i>, shall be paid without interest to the <i>Contractor</i>.</p> <p>On <i>Substantial Performance</i> being certified in accordance with the procedures set out in GC 18.6 and the value of the certified deficiencies being agreed upon, the <i>Contractor</i> may make application to the <i>Contract Administrator</i> for the balance of all monies then owing under this <i>Contract</i> to the <i>Contractor</i>, submitting also such documentation as is required by GC 18.6.</p>

Delete 18.5.3 and replace with	<p>If for any reason the <i>Owner</i> disputes the net amount shown for payment on a <i>Payment Certificate</i> the <i>Owner</i> shall, within the time specified in this GC, pay to the <i>Contractor</i> any amount not disputed and also deliver to the <i>Contractor</i> and the <i>Contract Administrator</i> written reasons for any deductions.</p> <p>The dispute by the <i>Owner</i> of the correct amount owing shall be a <i>Dispute</i> and the written reasons for any deduction shall constitute a <i>Dispute Notice</i>.</p>
Add 18.5.4	<p>After 55 calendar days have elapsed from the date of the <i>Certificate of Substantial Performance</i> issued in accordance with GC 18.6 and upon the <i>Contract Administrator's</i> satisfaction that no encumbrance, lawful claim or lien exists, the <i>Owner</i> will, within a further 10 calendar days, make payment to the <i>Contractor</i> of all monies due under this <i>Contract</i> at the date of <i>Substantial Performance</i>, including the release of all remaining <i>Builders Lien Act</i> holdback amounts, if any, but retaining at least twice the estimated value of the certified deficiencies, and retaining the <i>Maintenance Security Holdback</i>.</p> <p>Upon the issuance of the <i>Certificate of Total Performance</i>, the <i>Owner</i> will make a final payment of all monies owing to the <i>Contractor</i> under the <i>Contract</i>, except for the <i>Maintenance Security Holdback</i>, which shall be released as per GC 18.5.1.</p>
Add 18.5.5	<p>Upon the issuance of the <i>Certificate of Total Performance</i>, the <i>Owner</i> will make a final payment of all monies owing to the <i>Contractor</i> under the <i>Contract</i>, except for the <i>Maintenance Security Holdback</i>, which shall be released as per GC 18.5.1.</p>
Add 18.5.6	<p>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 <i>Owner</i> shall constitute the sole remedy of the <i>Contractor</i> for late payment.</p>
<b>18.6 Substantial Performance</b>	<p>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 <i>Record Drawings</i>. If additional information is required, the <i>Contract Administrator</i> will cause that information to be obtained, and in doing so, will deduct the costs to the <i>Owner</i> from the final progress payment.</p>
Delete 18.6.4 and replace with	<p>The <i>Owner</i>, the <i>Contract Administrator</i> and the <i>Contractor</i> shall inspect the <i>Work</i> and any remaining deficiencies shall be detailed and included on the <i>Certificate of Substantial Performance</i>. The date of <i>Substantial Performance</i> shall be</p>

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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

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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		<i>Tender Closing Date</i> , are required for the performance of the <i>Work</i> (collectively the “ <i>Contractor Permits</i> ”). <i>Contractor Permits</i> shall include all municipal construction permits and approvals. The <i>Contractor</i> shall pay all <i>Contractor Permit</i> fees.
	Delete 20.2.2 and replace with		Unless otherwise noted in the <i>Contract Documents</i> , the <i>Owner</i> 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 “ <i>Owner Permits</i> ”). The <i>Owner</i> shall obtain all <i>Owner Permits</i> in a timely manner so as not to delay the progress of the <i>Work</i> . <b>[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.]</b>
	Add 20.2.3		All <i>Work</i> within <i>City</i> 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 <i>Contractor’s</i> responsibility to seek clarification and instruction from the <i>Contract Administrator</i> regarding construction activities that are not covered by the applicable permits, bylaws and <i>City</i> and <i>MMCD</i> Specifications. In the event of any variation between this manual and <i>City</i> bylaws, the bylaws shall prevail.
<b>21.0</b>	<b>WORKERS COMPENSATION REGULATIONS</b>		
<b>21.0</b>	<b>Payment of WorkSafe BC Assessments</b>	Add 21.0.0	The <i>Contractor</i> 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 <i>Work</i> or service which is the subject of this <i>Contract</i> . The <i>Contractor</i> agrees that the <i>Owner</i> 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 <i>Owner</i> to the <i>Contractor</i> . The <i>Owner</i> shall have the right to withhold payment under this <i>Contract</i> until the WorkSafe BC premiums, assessments or penalties in respect of <i>Work</i> done or service performed in fulfilling this <i>Contract</i> have been paid in full.
<b>21.2</b>	<b>Contractor is “Prime Contractor”</b>	Delete 21.2.1 and replace with	Unless otherwise specified in the <i>Contract Documents</i> or notified to the contrary by the <i>Contract Administrator</i> , the <i>Contractor</i> is the “Prime Contractor” for the purpose of all <i>Laws</i> relative to occupational health and safety, including the discharge of all duties of the “Prime Contractor” under

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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



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“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

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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 <i>Contract</i> .
22.2	<b>Owner to Indemnify</b>	Deleted 22.2.2 and replace with	If the <i>Owner</i> performs work at the <i>Place of the Work</i> at the same time as the <i>Contractor</i> is performing the <i>Work</i> , then the <i>Owner</i> shall indemnify and hold harmless the <i>Contractor</i> , and the <i>Contractor's</i> 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 <i>Owner</i> , the <i>Owner's</i> agents, or employees in the performance of that work.
22.4	<b>Patent Infringement</b>	Add 22.4	<i>Contractor</i> hereby agrees to indemnify and save harmless the <i>Owner</i> , 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 <i>Owner</i> may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the <i>Contract</i> , that arise out of any actual or alleged infringement of any <i>Intellectual Property Rights</i> caused by the performance of the <i>Work</i> or the use of any process, work, material, matter, thing or method used or supplied by the <i>Contractor</i> or any <i>Subcontractor</i> in the performance of the <i>Work</i> .
24.0	<b>INSURANCE</b>		
24.1	<b>Required Insurance</b>	Delete 24.1.1 to 24.1.6 and replace with	<ol style="list-style-type: none"> <li>(1) The <i>Contractor</i> shall obtain and maintain throughout the term of the <i>Contract</i> and the prosecution of the <i>Work</i>, all of the insurance policies described in Schedule 9 of the <i>Contract Documents</i>.</li> <li>(2) All insurance coverage described in Schedule 9 of the <i>Contract Documents</i> shall be issued by an insurance carrier or agent acceptable to the <i>Owner</i> and licensed to conduct business in the Province of British Columbia.</li> <li>(3) Upon request of the <i>City Engineer</i> or the <i>Owner</i>, the <i>Contractor</i> shall be required to deliver a Certificate of Insurance, and where required by the <i>Owner's</i> Director of Risk Management, certified copies of all policies and endorsements, evidencing the placement and endorsement of insurance in accordance with this GC 24.</li> <li>(4) <i>Contractors</i> and their <i>Subcontractors</i> 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 <i>Owner</i> at least 15 calendar days prior to the expiry date of the policy.</li> <li>(5) If the <i>Contractor</i> fails to obtain and maintain insurance as required hereunder, or if the <i>Owner</i> does not approve any insurance policy or policies submitted to the <i>Owner</i> and the <i>Contractor</i> thereafter does not meet the requirements of the <i>Owner</i> as to terms and conditions of the insurance policy, the <i>Owner</i> shall have the right to place and maintain such insurance in the name of the</li> </ol>

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*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

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*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.

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**SCHEDULE 2  
SPECIFICATIONS AND DRAWINGS**

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**SCHEDULE 3**  
**SCHEDULE OF QUANTITIES AND PRICES**

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**SCHEDULE 4  
SUBCONTRACTORS AND SUPPLIES**



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**SCHEDULE 5  
CONSTRUCTION SCHEDULE**

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**SCHEDULE 6**  
**PERFORMANCE AND LABOUR AND MATERIALS PAYMENT BONDS**

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**SCHEDULE 7  
INSURANCE CERTIFICATES**

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**SCHEDULE 8  
FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

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**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.

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(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.

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- (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 the 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.

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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.