



3939Q Hamilton Community Centre - PILING

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Company Name: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

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Instructions to Bidders

1. Three (3) copies of the quotation, plainly marked on the envelope:

3939Q HAMILTON COMMUNITY CENTRE - PILING

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00 noon, local time:

Tuesday, May 18, 2010

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. This Document with completed Forms and CCA17 – 1996 will become part of the Contract Documents between the City and the successful Bidder.
5. Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
 - a) accept any Quotation;
 - b) reject any Quotation;
 - c) reject all Quotations;
 - d) accept a Quotation which is not the lowest Quotation;
 - e) accept a Quotation that deviates from the requirements, specifications, or the conditions specified in this Quotation;
 - f) reject a Quotation even if it is the only Quotation received by the City;
 - g) accept all or any part of a Quotation; and

6. Quotations will be evaluated on the basis of the overall value to the City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) the Bidders ability to meet the requirements, qualifications, and competencies as set out herein;
 - b) financial offer including but not limited to prices, operating, and maintenance costs, warranty, and any life cycle considerations,
 - c) the Bidder's business and technical reputation and capabilities, experience and where applicable, the experience of its personnel; financial stability; track record ; and references of current and former customers;
 - d) equipment quality, configuration, age and condition; and
 - e) any other criteria as set out in this RFQ.
7. Except where stated otherwise herein, the specification describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such specifications, or if the bidder cannot meet the specifications, the Bidder may offer an alternative which believes to be the equivalent. The City is not obliged to accept any alternatives. The City will determine what constitutes allowable variation.
8. The City estimates that this contract will be awarded within two (2) weeks of the closing date.
9. Prices quoted will be in Canadian currency and exclusive of all taxes. F.O.B. destination to the sites named herein, with all freight unloading at destination, import duties, brokerage, royalties, handling, overhead profit and all other costs shall be included.
10. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

All policies and certificates shall be submitted to the Purchasing Section before a purchase order is issued to carry out the work.
11. Bids shall be accompanied by an Undertaking of Liability Insurance and an Undertaking of Surety on the forms included herein under Security Requirements or equivalent form, and a Bid Bond on a form approved by the Insurance Bureau of Canada, all issued by a Surety Company(s) licensed to conduct business in the Province of British Columbia. The Bid Bond shall be in an amount not less than 10% of the LUMP SUM TOTAL QUOTED PRICE. The Undertaking of Surety shall comprise a Performance Bond and a Labour and Materials Payment Bond, each to be equal in value to 50% of the LUMP

SUM TOTAL QUOTED PRICE and conditioned upon the fulfilment of the contract by the Contractor.

12. Bidders shall examine the contract documents and visit the site of the work to understand the contract requirements of the project. The City will not make allowances for the contractor's failure to make proper site investigation.
13. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
14. Inquires during submission of Quotation should be directed as follows:

<u>Purchasing</u>	
Sumita Dosanjh	Telephone: 604-276-4097
Buyer II - Contracting Specialist	E-mail: purchasing@richmond.ca
Purchasing Section	
City of Richmond	
15. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to the time / date set as the closing time for receiving Quotations.
16. Quotations shall be open for acceptance for 60 days following the submission closing date.
17. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
18. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential bidders to check with the City of Richmond's Website and/or BC Bid to ensure that all available information has been received prior to submitting a bid.
19. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
20. Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of

participating in the RFQ, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

FORM OF SECURITY REQUIREMENTS AND QUOTATION ANNEXURES

The Form of Security Requirements and Quotation Annexures form part of the Bid and comprise:

1. the form of Undertaking of Liability Insurance;
2. the form of Undertaking of Surety;
3. the List of Equipment;
4. the List of Supervisory Personnel;
5. the List of Subcontractors;
6. the List of Previous Contracts

Quotation Form

Purchasing Section
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract, Specifications and Drawings, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE \$_____

The above prices includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation with the exception of Federal, (including G.S.T.), and Provincial Taxes as per Section 10 Instructions to Bidders.

CONFIRMATION OF ADDENDA RECEIVED:

Addendum #	Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(add pages as required)

UNIT PRICES:

These prices may be used to determine the value of a change to the Contract. Provide the following unit prices as both an addition or a deletion cost. Unit prices submitted will be valid for the duration of the Contract. Reference specification section 02350 1.7 Measurement For Payment:

<u>No.</u>	<u>Description of work</u>	<u>Unit</u>	<u>Add (\$)</u>	<u>Deduct (\$)</u>
1	Pile length adjustment (ref 1.7.6)	per 0.3 m.	_____	_____

2	Pile re-striking	per pile	_____	_____
3	Add or remove an entire pile from scope of work	per pile	_____	_____
4	Concrete supply and place	per m3	_____	_____
5	Pile splice	each	_____	_____
6	Pile cut off	each	_____	_____

The above unit prices includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation with the exception of Federal, (including G.S.T.), and Provincial Taxes as per Section 10 Instructions to Bidders.

The undersigned Bidder hereby agrees with the conditions thereof and encloses herewith either:

- a) a BID BOND on a form approved by the Insurance Bureau of Canada in the amount not less than 10% of the LUMP SUM QUOTED PRICE tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City,

The BID BOND, shall be forfeited to the City as liquidated damages and not by way of penalty in accordance with the conditions specified on the form of Bid Bond as specified herein, if the undersigned Bidder declines or neglects to execute the Contract; to submit to the City a consent of surety for the required Performance Bond as specified herein in the amount not less than 50% of the LUMP SUM TOTAL QUOTED PRICE tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; to submit to the City a consent of surety for the required Labour and Materials Payment Bond as specified herein in the amount not less than 50% of the LUMP SUM TOTAL QUOTED PRICE tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; and to submit to the City certified copies of all CONTRACTOR'S LIABILITY INSURANCE policies and certificates required and specified in the General Conditions of the Contract forming part of the Contract, all within a period of 7 consecutive calendar days after being notified by the City in writing of the acceptance of the Bid submitted by the undersigned Bidder.

SCHEDULE:

The proponent is to provide a detailed schedule with key milestones and tasks illustrating the plan to accomplish the work detailed in the Scope or Work documents.

The undersigned Bidder agrees to complete the whole of the works within _____ weeks of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing
Officer: _____

Date: _____

E-mail: _____

Web Address: _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(To be submitted with Quotation)

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2010.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY.

**UNDERTAKING OF SURETY
(To be submitted with Bid)**

We, the undersigned _____ do hereby undertake and agree to become bound unto the City of Richmond in:

- (1) A PERFORMANCE BOND in the amount of 50% of the LUMP SUM TOTAL QUOTED PRICE shown on the Quotation Form and drawn up in accordance with the Instructions to Bidders,

and

- (2) A LABOUR AND MATERIALS PAYMENT BOND in the amount of 50% of the LUMP SUM TOTAL QUOTED PRICE shown on the Quotation Form and drawn up in accordance with the Instruction to Bidders,

if the Contract is awarded to:

Dated this _____ day of _____ 20_____

Signature and Corporate Seal of Surety
Company Licensed to Conduct Business in
the Province of British Columbia

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

YEAR	PROJECT TITLE	OWNER PHONE # CONTACT	SCOPE	BUDGET		SCHEDULE		ROLE OF KEY STAFF MEMBERS	OTHER RELEVANT INFO
				Original	Actual	Proposed	Actual		

(If additional space is required, attach additional)

Specifications

Location of Work

5140 Smith Drive, Richmond, B.C.

Scope of Work

Documents can be downloaded from: <ftp://mproject:6911no3@ftp.richmond.ca/Hamilton>

- 1) The City of Richmond would prefer a total completion of work by the end of June, 2010
- 2) General requirements, division 0 and 1, Issued for piling tender, April 30, 2010
- 3) Pile specification division 2, Issued for piling tender, April 30, 2010
- 4) Structural drawings
 - S1.1 General Notes and Typ. Details
 - S1.2 General Notes and Typ. Details
 - S1.3 General Notes and Typ. Details
 - S2.0 Pile Foundation Plan

Reference Documents

Documents can be downloaded from: <ftp://mproject:6911no3@ftp.richmond.ca/Hamilton>

- 5) CCA-17 2006
- 6) Levelton geotechnical report RI09-1686, February 26, 2010
- 7) MPT topographic survey R-10-16276-TPG, February 23, 2010
- 8) Specifications Division 01-03, Issued for piling tender, April 30, 2010
- 9) Existing building drawings

CITYHALL-#2807959-v1-
HAMILTON_SCHOOL_AS_BUILT_DRAWINGS_1ST_PART_OF_2_PARTS

CITYHALL-#2807964-v1-
HAMILTON_SCHOOL_AS_BUILT_DRAWINGS_2ND_PART_OF_2_PARTS

10) Quotation Form

- 11) Architectural
 - A0.00 Cover Sheet
 - A1.50 Site Plans
 - A2.10 Floor Plans
 - A4.00 Sections (for reference)
 - A4.10 Sections (for reference)
 - A4.50 Wall Sections (for reference)
 - A4.51 Wall Sections (for reference)
 - A4.52 Wall Sections (for reference)

12) Structural

S1.1 General Notes and Typ. Details

S1.2 General Notes and Typ. Details

S1.3 General Notes and Typ. Details

S2.0 Pile Foundation Plan

13) Civil

R15785-C Interim Storm Sewer Modifications

SUPPLEMENTARY GENERAL CONDITIONS CCA17-1996

DEFINITIONS AND INTERPRETATION

The following are the Supplementary General Conditions referred to in Article A-3 of the CCA17 document that would apply if a contract was ever established.

These amendments are to be read in conjunction with the Definitions and General Conditions of the Standard Construction Document CCA17-1996. Where reference is made in the specifications to the General Conditions (GC), such reference includes these amendments.

ARTICLE A-5 PAYMENT

5.1.1 Revise this sentence by deleting the words “certified by the Consultant” with “recommended by the Construction Manager”.

DEFINITIONS

7. Construction Manager

Add the following:

The Construction Manager is the Owner’s agent and is authorized to act in the Owner’s name in regard to all rights, responsibilities and authorities of the Owner referred to in the Contract Documents, in accordance with the agreement between the Owner and Construction Manager.

18. Change Order

Revise the first sentence to read:

A Change Order is a written amendment to the Contract issued by the Construction Manager and signed by the Construction Manager, as agent for the Owner, only after obtaining the signatures of the Owner and the Trade Contractor stating their agreement upon:

20. Substantial Performance of the Work

Delete the second sentence entirely and substitute the following:

Substantial Performance of the Work shall be determined when

- (a) the criteria set out in section 1(2) of the Builders Lien Act have been fulfilled, and
- (b) the Consultant has certified that such criteria have been met.

Add the following new Definitions:

23. Base Cost

"Base Cost to the Trade Contractor of Labour" means the substantiated and usual base wage rates normally payable by the Trade Contractor.

24. Builders Lien Act

"Builders Lien Act" means the Builders Lien Act, S.B.C. 1997, c. 45 and amendments thereto.

25. Certificate of Completion

A Certificate of Completion is a certificate of completion as defined in the Builders Lien Act to be issued by the Consultant.

GENERAL CONDITIONS OF THE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

1.1.9.1 Precedence of Contract Documents:

The order of priority of documents, from highest to lowest, shall be as provided on GC 3.1 CONTRACT DOCUMENT LIST of the Supplementary General Conditions CCA17-1996.

Add the following:

- 1.1.13 The Trade Contractor shall be responsible for all Work within its Trade Contract as required by the Contract Documents, regardless of division in the Contract Documents, which division shall not obligate the Consultant or the Owner to establish or regulate limits of responsibility between the Trade Contractor and any Trade Subcontractor.
- 1.1.14 All instructions given by or on behalf of the Consultant or the Owner under the Contract Documents shall be given to the Trade Contractor and the Trade Contractor shall be responsible for giving such instructions to Trade Subcontractors as may be necessary for the due and proper performance of the Work being performed by Trade Subcontractors.
- 1.1.15 The Trade Contractor is responsible for the installation and the coordination of metric and imperial dimensioned products and materials as may be applicable.

GC 1.2 LAW OF THE CONTRACT

1.2.1 Delete and substitute the following:

The laws of the Province of British Columbia shall govern the interpretation of the Contract.

GC 2.2 ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

2.2.6 Delete entirely and substitute the following:

Based on the observations of the Construction Manager and the Consultant, the Construction Manager will evaluate the Trade Contractor's applications for payment, will determine the amounts owing to the Trade Contractor under the Contract and will forward invoices to the Owner for payment as provided in Article A-5 PAYMENT, GC 5.3 – PROGRESS PAYMENT, and GC 5.7 – FINAL PAYMENT.

GC 3.1 CONTRACT DOCUMENT LIST

1. Agreement between Owner and Trade Contractor
2. Definitions
3. Supplementary GC CCA17-1996
4. CCA17-1996
5. RFQ Addenda
6. RFQ
7. Trade Contractor Quotation

GC 3.7 SUPERVISOR

3.7.1 Add the following:

The Trade Contractor shall Provide the Construction Manager with written notice of the intention to change the supervisor and the reasons for the change.

GC3.8 TRADE SUBCONTRACTORS AND SUPPLIERS

3.8.2 Add the following:

The Trade Contractor shall not change any of the Trade Subcontractors or Suppliers so employed without the written consent of the Owner, which consent shall not be unreasonably withheld.

Add the following new clauses:

- 3.8.7 The Trade Contractor shall, in the case of Trade Subcontractors and Suppliers, be held responsible for and shall see that the Trade Subcontractors and Suppliers obtain and pay for all necessary permits, fees, licenses' and certificates of inspection and insurance in connection with the Work as performed by them as may be required by all applicable by-laws, regulations and statutes.
- 3.8.8 The Trade Contractor shall coordinate the Work of all of its Trade Subcontractors and Suppliers and determine to what extent Work specified in each section of the specifications is effected by Work indicated elsewhere and make all necessary allowances for their integration. All additional Work resulting from the failure to make such determination shall be done at no cost to the Owner.
- 3.8.9 The Trade Contractor shall pay all amounts owing to its Trade Subcontractors, Suppliers and laborers' and shall take all necessary steps to ensure that its Trade Subcontractors and Suppliers pay all amounts owing to their subcontractors, suppliers and laborers'. All payments shall be made promptly when due.
- 3.8.10 The Trade Contractor shall indemnify and hold harmless the Owner, its agents, servants and employees, from and against all costs, claims, damages, debts, sums, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a Trade Subcontractor, Supplier or labourer with whom the Trade Contractor or any of its Trade Subcontractors or Suppliers has contracted in relation to the Work.

GC 3.9 LABOUR AND PRODUCTS

3.9.1 Add the following:

A portion of these services may be Provided by the Construction Manager.

3.9.2 Add the following:

Products which are not specified shall conform to current applicable specifications and regulations of the Canadian Standards Association, Technical Builders' Bulletin, Canadian Government Specifications Board, National Building Code, British Columbia Building Code, American Society for Testing and Materials, Trade Association Specifications and all authorities having jurisdiction at the Place of the Project.

Add the following new clauses:

- 3.9.4 No person shall with relation to his employment or eligibility for employment be discriminated against by reason of his racial origin, religious views, trade union or political affiliations.
- 3.9.5 The Trade Contractor shall supply labour that is compatible with other labour employed on the Work. In event of labour disputes arising from provision of skilled or unskilled labour by Trade Contractor or his Subcontractors, Trade Contractor shall, to satisfaction of Construction Manager, make such arrangements as are necessary to preclude delay to the Work or to the Work of others at the site of the work. Refer to GC 6 Delays clause 6.5.6.

- 3.9.6 Superintendents, foremen and/or mechanics whose work is unsatisfactory to the Construction Manager, Owner or Consultant and are considered by the Construction Manager to be unskilled or reasonably objectionable shall be instantly dismissed from the Work upon written notice of the Construction Manager.
- 3.9.7 All work shall at least conform to the Contract Documents, the National Building Code of Canada, the British Columbia Building Code, the rules and customs of best trade practice. Best trade practice means practice of the industry and not "local practice."
- 3.9.8 Only materials or articles specified or approved for substitution by the Consultant and authorized in writing by the Owner, will be permitted in the Work. Unspecified materials or rejected substitutions, if built into the Work shall be replaced with the specified material at no additional cost to the Owner. Should the Trade Contractor for any reason consider that the Trade Contractor will be unable to perform any section of Work, or will be unable to produce specified warranties if work is carried out in accordance with drawings and specifications, the Trade Contractor shall so advise the Construction Manager in writing and shall not proceed until specific written direction has been received. Failure to so advise the Construction Manager will be taken as acceptance that work will be complete in every respect and that specified warranties will be provided.
- 3.9.9 A Product or construction method or system singly named in the specifications is considered exclusive and its use is mandatory unless a satisfactory alternative is approved in advance by the Consultant. Where plurally named, each named Product or construction method or system is approved for use under the Contract and the choice rests with the Trade Contractor. Alternatives will be considered only when submitted in sufficient time to permit proper investigation by the Consultant. In applying for the use of alternatives, the Trade Contractor shall prove to the Consultant's sole satisfaction that the alternative is equal to or better than the specified Product or construction method or system and compatible in every respect with the design of the Project at no additional cost to the Owner.
- 3.9.10 Products may be specified by reference to brand names, proprietary names, trade marks or catalogue numbers, designations or symbols. In such cases, the name of a manufacturer, distributor, supplier or dealer may be given to assist the Trade Contractor to find a source of supply. This shall not relieve the Trade Contractor from its responsibility for finding its own source of supply even if the source named no longer supplies the Product specified. If the Trade Contractor is unable to obtain the specified Product, the Trade Contractor shall supply an alternative Product as approved by the Consultant which is equal to or better than the specified Product at no additional cost to the Owner.
- 3.9.11 All Products shall be used strictly according to manufacturers' printed directions or recommendations unless specifically stated otherwise in the specifications. All Products shall be properly packed for delivery, must be delivered in their original containers, crates, wrappings, etc. and must be clearly identified with manufacturers' name and address, product type and name. All Products shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged material shall be rejected and the Trade Contractor shall remove such material from the Place of the Project at the Trade Contractor's own expense.

GC 3.12 USE OF THE WORK

Add the following:

- 3.12.3 The Owner reserves the right to take possession of and use any completed or partially completed portion of the building, regardless of the time of completion of the entire Work, providing that doing so does not interfere with the Trade Contractor's Work. Such taking possession or use of the buildings or part thereof shall not be construed as Substantial Performance of the Work or

part thereof, or as Final Certificate for Payment, or as an acknowledgement of fulfillment of the Contract.

- 3.12.4 The Trade Contractor shall schedule the operations for completion of portions of the Work as designated for the Owner's occupancy, prior to Substantial Performance of the entire Work. There will only be one date of Substantial Performance for the Contract.
- 3.12.5 The Consultant shall prepare a list of deficiencies. The Trade Contractor shall comply with all requirements, and correct all deficiencies.

GC 4.1 CASH ALLOWANCES

Delete this section entirely and substitute the following:

4.1.1 Trade Contractors WILL NOT INCLUDE CASH ALLOWANCES in their Contract Price.

GC 4.2 CONTINGENCY ALLOWANCE

Delete this section entirely and substitute the following:

4.2.1 Trade Contractors WILL NOT INCLUDE CONTINGENCY ALLOWANCE in their Contract Price.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Add the following additional clause:

- 5.2.7 Original applications for payment (invoicing) dated the last day of each month shall include:

- .1 Original Progress Invoice;
- .2 Progress Breakdown describing the portion and value of Work completed to date, value of any Products delivered to the Place of the Project during the Payment Period to which the application refers but not yet incorporated into the Work only if they are scheduled to be installed within sixty (60) days of the date of that application;
- .3 Statutory Declaration, Statement of Claims BC-4 completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia;
- .4 With each and every application subsequent to the first, a Provincial Statutory Declaration BC-2, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia;
- .5 Current WorkSafe BC Clearance Letter.

All above documentation and any other documents required by the Contract Documents, must be received by the Construction Manager on or before the fifth day of the month to be eligible for processing in that month. Faxed applications are not acceptable.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 Revise the first sentence to read:

The Construction Manager will, not later than the 20th day of the month, forward invoices submitted in accordance with GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT to the Owner for payment in the amount applied for or in such other amounts as the Construction Manager determines to be properly due.

- 5.3.2 Revise to read:

The Owner to make payment to the Trade Contractor on account as Provided in Article A-5 of the Agreement – PAYMENT net 30 days from invoice date on a best effort basis.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following additional clauses:

- 5.4.5 Should the Consultant find significantly more incomplete or deficient Work than those listed by the Trade Contractor with his application, the Consultant may elect to terminate his inspection and to not issue a Certificate of Substantial Completion. If the Consultant terminates his inspection, the Trade Contractor shall compensate the Owner for the additional time and expenses incurred by the Construction Manager, Consultant, Subconsultants and Owner in relation to multiple inspections.
- 5.4.6 Within seven days of the issuing of a Certificate of Substantial Completion, The Construction Manager will deliver copies to interested parties requesting copies and will post a copy in the Construction Manager's site office, in accordance with the Builders Lien Act.
- 5.4.7 After declaration of Substantial Completion by the Consultant, the value of Progress Payment applications shall be limited to the value of the Contract less;
- .1 twice the value of any deficiencies identified and determined by the Consultant and/or Construction Manager;
 - .2 the value of incomplete Work; and
 - .3 the amount of all previous payments.
- If the Trade Contractor fails to complete or correct the items referred to in .1 and .2 above within a reasonable time, as determined by the Consultant and/or Construction Manager, the Owner may use such monies to complete or correct such items. If the balance of the Contract Price is insufficient to cover this amount or to complete or correct such items without deductions from the holdback monies, the Owner may apply sufficient monies from the holdback monies to the extent that the holdback monies are not required to satisfy lien claims.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 Delete the word "Consultant" and substitute the words "Construction Manager", and, to the end of the sentence, add the words "in accordance with GC 5.2".
- 5.5.2 Delete entire clause and substitute the following:
After the receipt of the following from the Trade Contractor;
- .1 an application for payment, in accordance with GC 5.2, and
 - .2 Provincial Statutory Declaration BC-1, and
 - .3 Provincial Statutory Declaration BC-3 from each Trade Subcontractors, and
 - .4 Statutory Declaration Statement of Claims BC-4, and
 - .5 current Workers' Compensation Board Letter of Good Standing, and
 - .6 the specified Operation & Maintenance Manuals, and
 - .7 the specified Systems Demonstration video tapes, and
 - .8 the specified As-Built Drawings, and
 - .9 a receipt for the specified Maintenance Materials, signed by the Owner or Construction Manager. The Construction Manager will forward the application for payment to the Owner for payment in accordance with GC 5.2.
- 5.5.3 Delete this sentence entirely.
- 5.5.4 Between the first and second sentence, add the following:

The Trade Contractor shall be responsible for making application for payment in a timely manner to permit payment when due.

GC 5.7 FINAL PAYMENT

5.7.3 Delete and substitute:

When the Construction Manager and the Consultant find the Trade Contractor's application for final payment valid and submitted in accordance with GC 5.2, the Construction Manager will forward the application to the Owner for payment.

5.7.4 Delete the words "no later than 5 days after the issuance of a final certificate for payment" and substitute "net 30 days from invoice date, on a best effort basis".

Add the following additional General Condition to the end of PART 5 PAYMENT

GC 5.10 RIGHT OF SET-OFF

5.10.1 Without restricting any right of set-off given or implied by law the Owner may set-off against any amount payable under the Contract Documents to the Trade Contractor any amount payable to the Owner by the Trade Contractor.

GC 6.2 CHANGE ORDER

Add the following new clauses:

6.2.3 The value of a change shall be determined in one or more of the following methods:

- .1 by estimate and acceptance of a lump sum;
- .2 by unit prices set out in the Contract or subsequently agreed upon;
- .3 by time and material valuation plus Percentage Mark-ups as per GC 6.2.4;

6.2.4 The Percentage Mark-ups to be used in valuation of changes to the Work as defined in paragraph 6.2.3. are as follows;

- .1 Percentage Mark-up on Trade Contractor's own Work 10% overhead and profit combined.
- .2 Percentage Mark-up on Trade Subcontractors Work 5% overhead and profit combined.
Provided that when the changes to the Work occur, the Percentage Mark-up referred to above shall be calculated on the cost of the additional Work caused by the change minus the value of the Work deleted as a result of the change. If the effect of the change is a credit, the Percentage Mark-up referred to above shall not be applied.

6.2.5 For certainty, all *Change Orders* will be priced in accordance with GC 6.3.4.

GC 6.3 CHANGE DIRECTIVE

Delete Clause 6.3.4.2, clause 6.3.4.12, clause 6.3.4.13, clause 6.3.4.15 and clause 6.3.4.17 in their entirety.

Add the following new Clause:

6.3.8 The Percentage Mark-ups to be used in valuation of changes to the Work as defined in paragraph 6.2.3. are as follows;

- .1 Percentage Mark-up on Trade Contractor's own Work 10% overhead and profit combined.
- .2 Percentage Mark-up on Trade Subcontractors Work 5% overhead and profit combined.
Provided that when the changes to the Work occur, the Percentage Mark-up referred to above shall be calculated on the cost of the additional Work caused by the change minus the value of

the Work deleted as a result of the change. If the effect of the change is a credit, the Percentage Mark-up referred to above shall not be applied.

GC 6.5 DELAYS

Add the following new clauses:

- 6.5.6 Any instruction which has the effect of stopping or delaying the Work must be made in writing by the Construction Manager or the Consultant.
- 6.5.7 In the event of a delay of the Work, the Trade Contractor shall be responsible for the care, maintenance and protection of the Work for the entire period of the shut down and shall be entitled to costs.
- 6.5.8 Time is of the essence of the Contract and the Trade Contractor acknowledges that the Owner will suffer damages in the event that the Work is not performed strictly in accordance with the construction schedule submitted under paragraph 3.5.1.1 or Substantial Performance of the Work is not attained by the date established therefore in Article A-1 The Work subject to extensions of time permitted under paragraphs 6.5.1, 6.5.2 and 6.5.3. Such damages may include without limitation loss of rental income, additional interest on financing and losses suffered as a result of the termination of leases by tenants. Accordingly, the Trade Contractor agrees to reimburse the Owner in full for all such damages as may be suffered by the Owner in the event that the Trade Contractor fails to perform the Work or attain Substantial Performance of the Work as aforesaid.
- 6.5.9 If the Trade Contractor is delayed in the execution of the Work for any reason other than for which an extension of time is permitted under paragraphs 6.5.1, 6.5.2 and 6.5.3 or if the Trade Contractor fails to file written notice of a claim for extension as required under paragraph 6.5.4 or if the Trade Contractor does not perform the Work substantially in accordance with the construction schedule submitted under paragraph 3.5.1.1, the Trade Contractor shall take whatever measures are necessary at its own expense to attain Substantial Performance of the Work by the date set out in Article A-1 of the Agreement - THE WORK.

GC 7.1 OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE THE CONTRACT

Add the following:

- 7.1.7 In the event that the Work is taken out of the Trade Contractor's hands pursuant to Part 7 of the General Conditions - DEFAULT NOTICE, the Owner will, within net 30 days from the issuance of the Final Certificate of Payment or issuance of the default notice, pay to the Trade Contractor the amount, if payable to the Trade Contractor pursuant to the General Conditions.

Add the following additional General Conditions to the end of PART 7 DEFAULT NOTICE

GC 7.3 SUSPENSION OF WORK BY THE OWNER

- 7.3.1 The Owner may require the Trade Contractor to suspend execution of the Work either for a specified or unspecified period by giving written notice to that effect to the Trade Contractor.
- 7.3.2 The Trade Contractor, upon receiving notice of the Owner's requirement pursuant to paragraph 7.3.1, shall immediately suspend all operations except those which, in the Trade Contractor's opinion, are necessary for the care and preservation of the Work, the materials and plant. During the period of suspension the Trade Contractor shall remain responsible for the Work then in place, the materials and plant to the same extent as if there were no suspension.
- 7.3.3 During the period of suspension the Trade Contractor shall minimize the Trade Contractor's payroll costs and operating expenses and within fourteen (14) days of receipt of the notice of suspension deliver to the Owner a schedule of net expenses in respect of which the Trade

Contractor claims to be reimbursed. The Trade Contractor shall not, during the period of suspension, remove from the site any part of the Work or any materials, plant or Products without the written consent of the Owner.

- 7.3.4 If the period of suspension is twenty (20) Working Days or less, the Trade Contractor, upon the expiration of the period of suspension, shall resume the execution of the Work and be entitled to the cost, calculated in accordance with GC 6.1 - CHANGES and GC 6.2 - CHANGE ORDER of any plant, labour and material necessarily involved in complying with the suspension notice, and the Contract Time shall be extended for a period of not less than the period of the suspension.
- 7.3.5 If the period of suspension is more than twenty (20) Working Days and if, upon the expiration of the period of suspension, the Owner and the Trade Contractor agree that the execution of the Work shall be completed by the Trade Contractor, the Trade Contractor shall resume operations and complete the execution of the Work in accordance with the Contract Documents modified by such terms and conditions, if any, agreed upon by the Owner and the Trade Contractor, and the Contract Time shall be extended to reflect the period of the suspension, but for a period not less than the period of the suspension.
- 7.3.6 If upon the expiration of a period of suspension of more than twenty (20) Working Days, the Owner and the Trade Contractor do not agree that the Work shall be completed by the Trade Contractor or they are unable to agree upon the terms and conditions under which the Trade Contractor will complete the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC 7.4 - TERMINATION OF CONTRACT WITHOUT DEFAULT.

GC 7.4 TERMINATION OF CONTRACT WITHOUT DEFAULT

- 7.4.1 The Owner may for good and sufficient reasons terminate this Contract at any time upon written notice to the Trade Contractor, notwithstanding the fact that the Trade Contractor may not then be in default, in which event the Owner shall pay to the Trade Contractor either:
- .1 an amount equal to the Contract Price inclusive of approved Change Orders less payments previously made, or
 - .2 an amount equal to the cost of doing the Work, less all payments previously made, including the substantiated, actual cost of all of the following:
 - .3 wages and benefits paid for labour in the direct employ of the Trade Contractor per the substantiated Base Cost of labour unless a salary or wage schedule has been agreed upon by the Owner and the Trade Contractor;
 - .4 contributions, assessments, or taxes incurred for such items as employment insurance, provincial health insurance, WorkSafe BC compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Trade Contractor and included in the cost of the Work as Provided in paragraphs 7.4.1.1;
 - .5 travel and subsistence expenses of the Trade Contractor's personnel described in paragraphs 7.4.1.1 or 7.4.1.2;
 - .6 the cost of all Products including cost of transportation thereof;
 - .7 the cost of materials, supplies, equipment, and hand tools not owned by the Workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the Trade Contractor;
 - .8 a sum to cover indirect expenses and overheads equal to TEN PERCENT (10%) of the aggregate of amounts payable under paragraphs 7.4.1.2.1, 7.4.1.2.3 and 7.4.1.2.4;

- .9 a sum in lieu of profits equal to FIVE PERCENT (5%) of the aggregate of the amounts payable under 7.4.1.2.1 to 7.4.1.2.5;
- .10 incremental rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or Provided by the Trade Contractor or others;
- .11 deposits lost;
- .12 the amounts of all Subcontracts;
- .13 the cost of quality assurance such as independent inspection and testing services;
- .14 charges levied by authorities having jurisdiction at the Place of the Project;
- .15 any adjustment in applicable taxes and duties for which the Trade Contractor is liable;
- .16 the incremental cost of removal and disposal of waste Products and debris specifically generated by a Change Directive.

7.4.2 All materials referred to in GC 7.4.1.2.5 shall become the property of the Owner and the Trade Contractor shall take all steps reasonably required, including the execution of any documents, to protect the title of the Owner thereto. Any costs reasonably incurred by the Trade Contractor in taking steps to protect the title of the Owner should be paid as per provisions in 7.4.1.

7.4.3 Upon notice of termination, the Trade Contractor shall be released from their liability or obligation under the Contract Documents, save and except those liabilities or obligations applying to that portion of the Work completed prior to termination with respect to deficiencies and warranties.

GC 7.5 CLAIMS AGAINST AND OBLIGATIONS OF THE TRADE CONTRACTOR

7.5.3 The Trade Contractor will comply with all laws in force relating to payment periods, statutory holdbacks and creation and enforcement of lien rights.

7.5.4 The Trade Contractor will discharge all lawful obligations and will satisfy all lawful claims against the Trade Contractor arising out of the execution of the Work.

GC 8.1 AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

Delete clause 8.1.2 in its entirety.

Renumber clause 8.1.3 as 8.1.2 and revise to read as follows:

8.1.2 If a dispute is not resolved promptly the Construction Manager's and/or the Consultant shall give such instructions as in the Construction Manager's and/or the Consultant's opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Trade Contractor costs incurred by the Trade Contractor in carrying out such instructions as defined in GC 6.3.2, 6.3.3 and 6.3.4, which the Trade Contractor was required to do beyond what the Contract Documents, correctly understood and interpreted, would have required, including costs resulting from interruption of the Work.

GC 8.2 NEGOTIATION, MEDIATION, AND LITIGATION

Delete all clauses in this section in their entirety and substitute the following:

- 8.2.1 A party shall be conclusively deemed to have accepted a finding of the Construction Manager and/or the Consultant under GC 2.2 - ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within ten (10) Working Days after receipt of that finding, the party sends a notice in writing of dispute to the other party and to the Construction Manager, which Contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a notice in writing of reply to the dispute within ten (10) Working Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents. If the responding party does not respond within ten (10) Working Days, the responding party shall be deemed to have accepted the finding of the Construction Manager and/or the Consultant under GC 2.2 - ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT.
- 8.2.2 The parties shall make all reasonable efforts to resolve their dispute by negotiations and agree to Provide, without prejudice, full and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.2.3 After a period of ten (10) Working Days following receipt of a responding party's notice in writing of reply under paragraph 8.2.1, the parties may agree to submit the dispute to mediation. If the parties agree to submit the dispute to mediation, a mediator shall be chosen who is mutually agreed to by the parties.
- 8.2.4 If a notice is not given pursuant to paragraph 8.2.3, the parties may refer the unresolved dispute to:
- .1 the courts; or
 - .2 any other form of dispute resolution which the circumstances may require.
- 8.2.5 If a dispute arises under the Contract in respect of a matter in which the Construction Manager and/or the Consultant have no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.2 –AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT, paragraphs 8.2.2 to 8.2.7, and in GC 8.3 –RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.2.6 Nothing in this part may be construed as a waiver of the remedies of a party under the Builders Lien Act.

Add the following two new Section 9 General Conditions:

GC 9.4 MATERIALS AND PLANT BECOME PROPERTY OF THE OWNER

- 9.4.1 All materials, Products and plant and the interest of the Trade Contractor in all licenses, powers and privileges acquired, used or Provided by the Trade Contractor for the Work shall from the time of being so acquired, used or Provided, become and are the property of the Owner for the purposes of the Work and shall continue to be the property of the Owner:
- .1 in the case of materials and Products, until the Owner indicates that it is satisfied that they will not be required for the Work; and
 - .2 in the case of plant, licenses, powers and rights, until the Owner indicates that it is satisfied that the interest vested in the Owner therein is no longer required for the purposes of the Work.
- 9.4.2 Materials or plant that are the property of the Owner by virtue of paragraph 9.4.1, shall not be taken away from the Place of the Project, or used or disposed of except for the purposes of the Work without the consent in writing of the Owner.
- 9.4.3 The Owner is not liable for loss or damage to materials or plant that are the property of the Owner by virtue of this General Condition and the Trade Contractor is liable for such loss or damage notwithstanding that the materials, Products or plant are the property of the Owner.

GC 9.5 MATERIALS, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER

- 9.5.1 The Trade Contractor is liable to the Owner for loss or damage to materials, plant, Products and real property supplied or made available by the Owner to the Trade Contractor for use in connection with the Work, excepting damage resulting from reasonable wear and tear and except where caused by the negligence of the Owner, its servants or agents.
- 9.5.2 The Trade Contractor shall keep written records of the materials, plant, Products and real property described in this GC 9.5 and will not use any of those items except for the purposes of the Work. Upon request and to the satisfaction of the Owner, the Trade Contractor shall show that the materials, plant, Products and real property to which this GC 9.5 applies are at a place and in a condition acceptable to the Owner.
- 9.5.3 Where the Trade Contractor has failed, within a reasonable time after being required in writing by the Owner to make good any loss or damage for which the Trade Contractor is liable under this GC 9.5, the Owner may cause that loss or damage to be made good. The Trade Contractor shall thereupon be liable to the Owner for the cost thereof and shall, upon written demand, pay to the Owner an amount equal to that cost.

GC10.4 WORKSAFE BC

- 10.4.1 Insert "by the Trade Contractor and Trade Subcontractors" after "compliance" in the second line.

Add the following:

- 10.4.3 The Trade Contractor shall abide by and comply with all provisions of the Workers Compensation Act with respect to the performance of the Work and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under the said Act. The Trade Contractor shall ensure full compliance with the said Act by all Trade Subcontractors and other persons employed by the Trade Contractor or with whom the Trade Contractor may make any contract for the performance of any part of the Work. The Trade Contractor agrees to indemnify the Owner against all cost, loss, liability, obligation and lien which may arise as a consequence of any failure by the Trade Contractor or any Trade Subcontractor or other person fully to comply with the said Act. The Trade Contractor agrees immediately to qualify, and shall require all Trade Subcontractors to qualify, as an employer or employers under the said Act.

Add the following new Section 10 General Condition

GC 10.5 SOCIAL SERVICES TAX

- 10.5.1 Prior to commencing the Work, Substantial Performance and the issuance of the Final Certificate for Payment, the Trade Contractor shall Provide evidence of compliance with the Social Services Tax Act, R.S.B.C. 1996, c. 431 including payments due there under.
- 10.5.2 The Trade Contractor shall allow the Owner to conduct an audit of the British Columbia Ministry of Finance and Corporate Relations Consumer Database (or, if the Trade Contractor is not a British Columbia registered company, the equivalent in the Province in which the Trade Contractor is incorporated) in order to determine if the Trade Contractor is in compliance with the Social Services Tax Act, R.S.B.C. 1996, c. 431.

GC 11.1 INSURANCE

Delete all clauses under this GC entirely and replace with the following:

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

(a) Commercial General Liability Insurance

1) The Trade Contractor shall Provide, maintain and pay for Commercial General Liability Insurance with a limit of Five Million Dollars (\$5,000,000.00), inclusive per occurrence, Three Million Dollars (\$3,000,000.00) Auto Insurance Twenty Million Dollars (\$20,000,000.00) general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of Ten Million Dollars (\$10,000,000.00) annual aggregate.

2) The insurance shall cover the Owner, Construction Manager, Trade Contractors, Trade Subcontractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work but excluding Suppliers whose only function is to supply and/or transport Products to the Place of the Project. The insurance does not extend to any activities, Works, jobs, or undertakings of the Insured's other than those directly related to the Work of this Contract.

3) The insurance shall preclude subrogation claims by the insurer against anyone insured hereunder.

4) The insurance shall include coverage for:

- .01 Premises and Operations Liability;
- .02 Products or Completed Operations Liability;
- .03 Blanket Contractual Liability;
- .04 Cross Liability;
- .05 Elevator and Hoist Liability;
- .06 Contingent Employer's Liability;
- .07 Personal Injury Liability;
- .08 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .09 Liabilities with respect Non-Owned Licensed Vehicles; (\$5,000,000.00)
- .10 Road Form Property Damage;
- .11 Road Form Completed Operations;
- .12 Limited Pollution Liabilities (\$2,000,000.00);
- .13 Employees as Additional Insured's;
- .14 Broad Form Tenants Legal Liability (\$10,000,000.00); and
- .15 Operation of Attached Machinery.

5) Any applicable deductibles shall not exceed Ten Thousand Dollars (\$10,000.00) except with respect to loss or damage arising from hot roofing operations which will carry a deductible of Two Million Dollars (\$2,000,000.00). If the Project requires hot roofing work, the roofing Trade Contractor will provide, maintain and pay for a Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Owner shall be added as an additional insured. Such insurance shall include, but not be limited to:

- .01 Premises and Operations Liability;

- .02 Products and Completed Operations;
- .03 Owner's and Contractor's Protective Liability;
- .04 Blanket Written Contractual Liability;
- .05 Contingent Employer's Liability;
- .06 Personal Injury Liabilities;
- .07 Non-Owned Automobile Liabilities;
- .08 Cross Liability;
- .09 Employees as Additional Insureds; and
- .10 Broad Form Property Damage.

6) This insurance shall be maintained continuously from commencement of the Work until the date of final certificate for payment is issued or when the insured project is completed and accepted by or on behalf of the Owner, whichever occurs first, plus with respect to completed operations, cover a further period of twenty-four (24) months.

(b) Course of Construction and Wrap-Up Liability Coverage

- 1) The Owner shall provide, maintain and pay for Course of Construction and Wrap-Up Liability coverage, against "All Risks" of physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America, during construction, erection, installation and testing until completed and handed over and accepted by the Owner. Such insurance shall not include coverage for Trade Contractor's equipment of any description. There will be a deductible of Ten Thousand Dollars (\$10,000.00) for each and every occurrence except for the perils of flood which shall have a deductible of Twenty Five Thousand Dollars (\$25,000.00) and earthquake which shall have a ten percent (10%) (subject to minimum Two Hundred Fifty Thousand Dollars (\$250,000.00)) deductible based upon completed values at time of loss.
- 2) The coverage shall include as a protected entity, each Trade Contractor or Trade Subcontractors, Construction Manager, Architect or Engineer for general liability losses only and not professional liability losses who is engaged in the Project.
- 3) The coverage will contain a waiver of the protection program's rights of subrogation against all protected entities except where a loss is deemed to have been caused by a resulting from any error in design or any other professional error or omission.
- 4) The Trade Contractor shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all laws and regulations in force respecting fires.

(c) Automobile Liability Insurance

The Trade Contractor shall Provide, maintain and pay for, and require all Trade Subcontractors to Provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

(d) Aircraft and Watercraft Liability Insurance

The Trade Contractor shall Provide, maintain and pay for liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including aircraft passenger hazard where applicable. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

- 11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until the date of final certificate for payment.
- 11.1.3 The Owner shall, upon request, provide the Trade Contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work.
- 11.1.4 The Trade Contractor and/or his Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.
- 11.1.5 The Trade Contractor shall Provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section.
- 11.1.6 The Trade Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Trade Contractor prior to the commencement of the Work in the form of a completed Certificate of Insurance.
- 11.1.7 The Owner shall not be responsible for any injury to the Trade Contractor's employees or for loss or damage to the Trade Contractors or to a Trade Contractor's employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time-to-time, or at the termination of the contract, be removed from the premises. The Trade Contractor hereby waives all rights of recourse against the Owner or any other contractor with regard to damage to the Trade Contractor's property.

GC 11.2 BONDS

- 11.2.1 Revise to read: "The Trade Contractor shall, prior to payment of any amounts due to the Trade Contractor under this agreement, provide to the Construction Manager any surety bonds required by the Contract".

GC 12.1 INDEMNIFICATIONS

Delete this section in its entirety and substitute the following:

- 12.1.1 Notwithstanding the provision of coverage and insurance by the Owner, the Trade Contractor will indemnify and save harmless the Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Trade Contractor or of any agent, employee, officer, director or Trade Subcontractors of the Trade Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the Owner.
- 12.1.2 GC 12.1 – INDEMNIFICATION shall govern over the provisions of paragraph 1.3 of GC 1.3 – RIGHTS AND REMEDIES or GC 9.2 – DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.2 WAIVERS OF CLAIMS

Delete this section in its entirety.

GC 12.3 WARRANTY

12.3.1 Delete entirely.

12.3.2 Delete entirely and substitute the following:

Other than with respect to the drawings and specifications prepared by the Trade Contractor or its consultants, if any, the Trade Contractor shall be responsible for the proper performance of the Work only to the extent that the design and Contract Documents permit such performance. The provisions of any special warranties set forth in the specifications are in addition to and not in substitution for the warranties set out in this GC12.3 - WARRANTY.

12.3.3 Delete entirely and substitute the following:

Subject to paragraph 12.3.2, the Trade Contractor shall correct or arrange for the correction promptly at its own expense of defects or deficiencies in the Work which appear prior to and during the period of one year from the date of Substantial Performance of the Work or such longer periods as may be prescribed by the specifications for certain Products or parts of the Work. The Trade Contractor further agrees to correct or arrange for the correction promptly at its own expense of defects or deficiencies in the Work corrected under this paragraph 12.3.3 which appear during the period of one year from the date of completion of the correction or such longer periods as may be prescribed in the specifications for certain Products or parts of the Work.

Add the following new clauses:

12.3.6 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.

12.3.7 The Trade Contractor warrants that the Work will be constructed in a workmanlike manner and in accordance with the Contract Documents and will be free of all structural defects.

12.3.8 The Trade Contractor will assign to the Owner the benefit of all warranties which the Trade Contractor obtains from Trade Subcontractors and Suppliers to the extent that such warranties are not issued directly to the Owner.

12.3.9 Neither test results, nor selection or approval by the Owner or the Consultant of testing entities, nor payment by the Owner of testing entities, shall relieve the Trade Contractor of its responsibility for the quality, accuracy, sufficiency, completeness and performance of the Work in accordance with the Contract Documents.

Add the following new PARTS 13, 14 and 15:

PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

GC 13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

13.1.1 All documents submitted to the Owner will be in the custody or control of, or become the property of the Owner and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165.

PART 14 CONFIDENTIALITY

GC 14.1 CONFIDENTIALITY

14.1.1 Except as provided for by law or otherwise by this agreement, the Owner and the Trade Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Owner and the Trade Contractor as a result of the provision of the Goods or performance of the Services and this agreement, and will not, without the prior express written consent of the Owner, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to provide the Goods or complete the Services.

- 14.1.2 The Trade Contractor acknowledge that the Owner is subject to the *Freedom of Information and Protection of Privacy Act* and agrees to any disclosure of information by the Owner required by law
- 14.1.3 The Trade Contractor agrees to return to the Owner all of the Owner's property at the completion of this agreement, including any and all copies or originals of reports provided by the Owner.
- 14.1.4 The Trade Contractor shall not publish any statement, paper photograph or document or hold any ceremony with respect to the Contract of the Work performed under the Contract without the prior written approval of the Owner.

PART 15 SEVERABILITY

GC 15.1 SEVERABILITY

- 15.1 Any provision of this Contract which is found to be illegal, invalid, void, prohibited or unenforceable will be:
- (a) separate and severable from this Contract; and
 - (b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability; without affecting any of the remaining provisions of this Contract which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.



City of Richmond
 Business & Financial Services Department

Notice of No Bid

Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation form.
 Please remember to include Quotation No. at right.

Quotation No.
3896Q

A Quotation is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	
	(Empty space for additional information)	