PLEASE READ THE INSTRUCTIONS BEFORE PROCEEDING
Enter information in the sections identified below – instructions and/or information required to be added are written in BLUE FONT. Once complete, update the table of contents page in each subsection by right clicking on it, select “update field” and select “update entire table”. Note that the main Table of Contents requires manual updating. Then remove these and any other instructions from the document, save the ITT and Appendix list as a PDF prior to uploading to BC Bid or sending externally. A separate copy of the Form of Tender (Part B) should be sent in Word, or a Fillable PDF to facilitate the preparation of Tenders.

INVITATION TO TENDER (“ITT”) #1070-XXXX/XX

Contract Name
(e.g., road paving and improvements, sanitary sewer or drainage updates, underground pipes, and other public infrastructure utility works)

Location of Work

<table>
<thead>
<tr>
<th>Issue Date of ITT</th>
<th>[Day, Month and Year]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Visit Date and Time</td>
<td>[Day, Month and Year and time of site visit] [minimum of 5 days after issuance of ITT]</td>
</tr>
<tr>
<td>Recommended Deadline for Inquiries</td>
<td>[Day, Month and Year] at 10:00 A.M., local time. Inquiries submitted after this deadline may not receive a response. [provide a reasonable number of days after site meeting]</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>[Day, Month and Year] at 10:00 A.M., local time.</td>
</tr>
<tr>
<td>Tender Closing Date and Tender Closing Time</td>
<td>[Day, Month and Year] at 2:00 P.M. local time [5 days minimum after issuing addenda]</td>
</tr>
</tbody>
</table>

**The above dates and times may be changed via addenda**
# TABLE OF CONTENTS

*(The page numbers in this section are to be updated manually)*

<table>
<thead>
<tr>
<th>Part</th>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A</td>
<td>Instructions to Tenderers, Part I.</td>
<td>A-1 to A-▼</td>
</tr>
<tr>
<td></td>
<td>Supplementary Conditions to Instructions to Tenderers, Part II.</td>
<td>A-▼ to A-▼</td>
</tr>
<tr>
<td>Part B</td>
<td>Form of Tender, including Appendices</td>
<td>B-1 to B-▼</td>
</tr>
<tr>
<td>Part C</td>
<td>Agreement</td>
<td>C-1 to C-▼</td>
</tr>
<tr>
<td>Part D</td>
<td>Other Contract Documents</td>
<td>D-1</td>
</tr>
<tr>
<td></td>
<td>Supplementary General Conditions</td>
<td>D-▼ to D-▼</td>
</tr>
<tr>
<td></td>
<td>Supplementary Specifications</td>
<td>D-▼ to ▼</td>
</tr>
<tr>
<td></td>
<td>Addenda</td>
<td>D-▼ to ▼</td>
</tr>
<tr>
<td></td>
<td>Form of Release Notice</td>
<td>▼</td>
</tr>
</tbody>
</table>
PART A

INSTRUCTIONS TO TENDERERS – PART I
TABLE OF CONTENTS

PART A

INSTRUCTIONS TO TENDERERS – PART I

Page No.

1. INTRODUCTION........................................................................................................................................ A-5

Contact Person .................................................................................................................................................. A-5

Summary of the Work .................................................................................................................................... A-5

Type of Work ................................................................................................................................................... A-5

Location of Work ............................................................................................................................................ A-5

Site Visit and Photos ..................................................................................................................................... A-6

Inquiries .......................................................................................................................................................... A-6

The Contract Administrator ........................................................................................................................ A-6

Estimated Quantities ..................................................................................................................................... A-6

Definitions ....................................................................................................................................................... A-6

2. TENDER DOCUMENTS........................................................................................................................... A-7

Tender Documents ......................................................................................................................................... A-7

Additional Information ................................................................................................................................... A-7

Reference Information .................................................................................................................................... A-8

Standard MMCD Documents ...................................................................................................................... A-8

Review of Standard Documents ................................................................................................................ A-8

Addenda .......................................................................................................................................................... A-8

Post-Deadline Addenda ................................................................................................................................ A-9

3A TENDER SUBMISSION REQUIREMENTS ............................................................................................ A-9

Tender Closing Date and Tender Closing Time ............................................................................................. A-9

Submission by BC Bid .................................................................................................................................... A-9
Ownership of Tenders ........................................................................................................... A-9
Risk Regarding Electronic Communication ............................................................................ A-9
Surety’s Consent ...................................................................................................................... A-9
No Incorporation by Reference ............................................................................................ A-10
No Alteration to the Contract Documents and No Unsolicited Information .................... A-10
Tenders in English .................................................................................................................. A-10
Initalling of Tender Submission ............................................................................................ A-10
3B. EVALUATION OF TENDERS AND AWARD OF CONTRACT ........................................ A-10
Evaluation of Mandatory Requirements .............................................................................. A-10
Rectification Period .............................................................................................................. A-11
Evaluation of Tenders ......................................................................................................... A-11
Verify, Clarify and Supplement ........................................................................................... A-11
Executed Form of Tender ..................................................................................................... A-11
Failure to Enter Into Agreement .......................................................................................... A-11
Notification of Award .......................................................................................................... A-11
Debriefing ............................................................................................................................ A-12
Bid Protest Procedure .......................................................................................................... A-12
Additional Requirements if Selected .................................................................................. A-12
4. GENERAL TERMS AND CONDITIONS ................................................................. A-12
BC Housing’s Reserved Rights ............................................................................................ A-12
Limited Claim for Compensation ......................................................................................... A-13
Conflict of Interest ............................................................................................................... A-14
Tenderer Not to Communicate with Media .......................................................................... A-14
Inappropriate Conduct ......................................................................................................... A-14
Confidential Information of BC Housing ............................................................................. A-14
Disclosure of Information .................................................................................................... A-14
Trade Agreements ........................................................................................................... A-14

Governing Law ........................................................................................................... A-15

No Obligation to Proceed ........................................................................................... A-15
BC Housing Management Commission
Contract 1070-XXXX/XX
Contract Title

INSTRUCTIONS TO TENDERERS - PART I

(To be read with Master Municipal Construction Documents, Platinum Edition, 2009’s standard "Instructions to Tenderers, Part II", as modified by the Supplementary Conditions to Instructions to Tenders, Part II)

INTRODUCTION 1

1.1 The Instructions to Tenderers apply to and govern the procurement process described herein, including the preparation and submission of tenders for the Contract.

Contact Person 1.2 All correspondence regarding this ITT should be submitted in writing to the following individual (the “Contact Person”) at the below email address:

- [Enter name of contact]
- purchasing@BChousing.org

Inquiries should be submitted to the Contact Person by the recommended deadline for inquiries set out on the cover page of this ITT. Inquiries received after this time may not be answered. Inquiries submitted directly to the Owner or to any person other than the Contact Person shall not be responded to.

Summary of the Work 1.3 The Contract is generally for the following Work:

- Brief Description of Work Here

Type of Work 1.4 The Work generally consists of the following:

List general description of work here. Examples can include:

- 1,100m of drainage pipe
- 1,000m of watermain pipe
- 1,300m of concrete curb and gutter
- 200m² of concrete sidewalk
- 7,200 tonnes of asphalt paving (including 4,000m² of asphalt sidewalk)
- Roadway lighting
- Traffic signals

Specific details regarding the Work are contained in the Contract Documents.

Location of Work 1.5 The Place of Work is located at:

List Location of Work Here

SCM-061 (2020-06-26) Invitation to Tender - BCH Civil Works Template
A site meeting is scheduled for tenderers to view the Place of Work on the specified date and time below:

**Date:** [Day, Month and Year]

**Time:** [enter time of site meeting]

**Location of Site Meeting:** [Location of site meeting]

Subcontractors [should / should not attend.] [delete option that is not required]

This site meeting is not mandatory, but attendance is strongly encouraged. No other site visits shall be provided by the Owner. Tenderers that do not attend this site meeting shall be deemed to have received all information provided at the site meeting.

Due to the location and accessibility of the Place of Work a picture portfolio describing conditions at the Place of Work may be made available to all tenderers for their information only. It is the responsibility of the tenderer to examine the photographs. [delete this provision if not applicable.]

Inquiries 1.7

If a tenderer is in doubt as to the meaning of any provision of the ITT, or otherwise has questions about this ITT, the tenderer should contact the Contact Person in writing. If a tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents comprising this tender, including the Contract Documents, the tenderer should notify the Contact Person immediately.

Inquiries and responses shall be recorded by the Owner and may be distributed to all tenderers. Any response to an inquiry does not form part of the tender and is for the tenderer’s information only. If a tenderer wishes to rely on a response to an inquiry, then they should request that the Owner issues a formal addendum.

The Contract 1.8 Administrator

The Owner has appointed [Name of Consultant] to assume the responsibilities of the Contract Administrator under the Contract, which includes providing technical and administrative assistance to the Owner.

*If a Consultant is not used, list the BC Housing Staff member that shall act as the Contract Administrator for the project, and make appropriate changes the wording.*

Estimated Quantities 1.9

Tenderers should note that the Contract is a unit price form of contract and any quantities set out in the Schedule of Quantities and Prices are estimates only. Payment for unit price items shall be made based on actual quantities, as set out in the Contract.

Definitions 1.10

- “Contact Person” means the person identified in paragraph 1.2 of these Instructions to Tenderers, Part I;
• **“Form of Tender”** means the form in Part B – Form of Tender and the various appendices attached to and referred to therein;

• **“Instructions to Tenderers”** means the Instructions to Tenderers – Part I and the Instructions to Tenderers – Part II, as many be modified by supplementary conditions;

• **“Invitation to Tenderers” or “ITT”** means the tender process described herein;

• **“Owner”** means the British Columbia Housing Management Commission and its authorized agents and representatives; and

• **“Reference Information”** means those documents listed in paragraph 2.3 of these instructions, if any, which are provided for tenderer’s information only.

All other capitalized terms used but not defined in the Instructions to Tenderers, shall have the meanings provided in the General Conditions. If a term is defined in both the Instructions to Tenderers and the General Conditions, the definition provided in the Instructions to Tenderers shall apply when interpreting the Instructions to Tenderers.

### 2. TENDER DOCUMENTS

#### Tender Documents 2.1

The Invitation to Tenders is comprised of the following documents:

• the cover page to the Invitation to Tenders;

• the Instructions to Tenders, Part I;

• the Instructions to Tenders, Part II;

• the supplementary conditions to the Instructions to Tenderers, Part II;

• the Form of Tender, including its appendices; and

• all other Contract Documents not referred to above.

#### Additional Information 2.2

Any additional information obtained by, or made available to, tenderers that is not included in the Contract Documents, including responses to inquiries and Reference Information, does not form part of this ITT. Tenderers should make their own judgement about the reliability, accuracy, completeness or relevance of any such information and rely on any such information at their sole risk.

Tenderers should carefully review the ITT documents and the Contract Documents when preparing their tenders. When performing such review, tenderers should check the documents for completeness and should promptly notify the Contact Person if any of the documents are incomplete or are missing pages.
Reference Information

To assist tenderers with their general understanding of the Work, the Owner has made the following documents available to tenderers:

- Insert name of any documents provided to Tenderers as background/reference information which Tenderers may find helpful but cannot rely on. Such information may include qualitative information such as site photos, archival information, meeting minutes or media releases that discuss matters of the site. Do not include any materials that the Owner has hired a consultant to provide such as Geotechnical reports, Hazardous Materials reports, site surveys, or test pit results, etc.

The above Reference Information is provided for the tenderer’s information only. The Owner makes no representations or guarantees as to the accuracy, quality or sufficiency of the above Reference Information. Tenderers rely on the Reference Documents at their sole risk.

Standard MMCD Documents

The following documents are not included in the ITT but are deemed to be included by reference:

- the following portions of "Master Municipal Construction Documents", Platinum Edition, dated 2009: Instructions to Tenderers - Part II, General Conditions, Specifications, and Standard Detail Drawings; and


Review of Standard Documents

The “Master Municipal Construction Documents, Platinum Edition Volume II, 2009” may be purchased from:

https://www.mmcd.net/documents/buy-documents/

By submitting a tender, each tenderer acknowledges that it has read and understands those portions of the Master Municipal Construction Documents, Platinum Edition Volume II, 2009 which are not included in these Instructions to Tenderers.

Addenda

The ITT may only be amended by formal addenda issued by the Owner or the Contact Person. No other form of communication, including oral or written clarifications, explanations or representations, including from the Contact Person, shall affect or amend any provision of the ITT. Each addendum forms an integral part of the ITT.

Tenderers are responsible for obtaining all addenda and should regularly monitor the BC Bid website to ensure they receive all issued addenda. Tenderers should confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Tender.
The Owner, in its discretion, may issue addenda after the deadline for issuing addenda as set out on the cover page of the Invitation to Tender. If such an addendum is issued, the Owner shall extend the Tender Closing Date and Tender Closing Time by at least seven (7) Days.

Tenders must be received by the Tender Closing Date and Tender Closing Time set out on the cover page of the Invitation to Tender. Tenderers are encouraged to submit their tenders well in advance of the Tender Closing Date and Tender Closing Time so as to allow enough time to complete the submission process.

Tenders must be submitted electronically through the BC Bid website at www.bcbid.ca. Tenders submitted in any other manner shall not be accepted. For assistance using BC Bid, tenderers should contact the BC Bid Help Desk at 250-387-7301 (Victoria, BC).

Tenders should be submitted as one consolidated PDF file, labeled with the Contract Name and Number. The Schedule of Quantities and Prices can be uploaded separately in XLS format (if using, if not, then delete this provision.)

Tenders may include digital copies of original documents and may use electronic signatures.

All submitted tenders become the property of the Owner and shall not be returned.

The Owner does not assume any risk or responsibility or liability whatsoever to any tenderer:

- for ensuring that any website, including the BC Bid website, or any email system being operated by or for, or used by Owner is in good working order, is able to receive transmissions, or is not engaged in receiving other transmissions such that a tenderer’s transmission cannot be received; and/or

- if a permitted email communication or delivery is not received within any time limit specified by this ITT by the Owner or the Contact Person, as applicable, or is received in less than its entirety.

All permitted email or electronic communications with, or delivery of documents to, the Contact Person shall be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person’s electronic equipment.

Tenders must include a consent of surety issued by a surety provider licenced to conduct business in the province of British Columbia.
consent of surety should demonstrate that the surety agrees to provide both a performance bond and a labour and materials payment bond as required in paragraph 5.1.1 of Part B – Form of Tender if the Contract is awarded to the tenderer.

Tenderers may use the sample form provided in Appendix 10 of the Form of Tender or may provide a letter or other form from a licenced surety, provided it contains similar information to the sample in Appendix 10 of the Form of Tender.

The Owner is not required to consider any external documents referred to in a tender, including the content of websites.

Other than inserting the information requested in the Form of Tender, tenderers should neither make any changes to the Contract Documents, nor provide information not requested in the Form of Tender or under the provisions of Section 3B of these Instructions to Tenderers. The Owner will dismiss any information not requested in the Form of Tender or in accordance with the provisions of Section 3B of these Instructions to Tenderers and may disqualify tenders containing changes or modifications to the Contract Documents, including changes to the General Conditions (as modified by the Supplementary General Conditions), whether on the face of the Form of Tender or elsewhere in the tender.

Tenders should be in the English language only. The Owner may disqualify a tender that includes portions not in the English language.

Tenderers should initial every page of the Form of Tender as well as change and correction to any entry on the Form of Tender.

The Owner shall perform an initial evaluation of the tenders to determine whether they have complied with the following mandatory requirements:

- the tender was submitted on time in accordance with paragraph 3.1;
- the tender was submitted to the correct location in accordance with paragraph 3.2;
- the tender included a consent of surety in accordance with paragraph 3.5; and
- the tender substantially complied with the other requirements of this ITT, including any requirement in the Form of Tender to provide information.
Subject to paragraph 3.11, tenders that do not meet the above mandatory requirements shall be rejected by the Owner. The Owner may also reject a tenderer at the initial evaluation stage if the Owner determines that the tenderer does not have the necessary experience or expertise to perform the Work.

Rectification Period 3.11 If a tenderer has not complied with one or more of the requirements of this ITT, the Owner may, in its discretion, issue the tenderer a rectification notice identifying the deficiency or deficiencies. If a tenderer receives a rectification notice, the tenderer shall have an opportunity to rectify the deficiency or deficiencies described in the notice within the time period set out in the notice, expected to be no more than one (1) business day.

If the tenderer is able to rectify such deficiency or deficiencies to the Owner’s satisfaction within the applicable time period, the information provided by a tenderer in response to the rectification notice shall be deemed to form part of the original.

If the tenderer fails to rectify the deficiency or deficiencies to the Owner’s satisfaction within the applicable time period, the Owner may reject the tenderer.

The Owner is under no obligation to provide a rectification notice to any tenderer, including if the Owner elects to provide a notice to a different tenderer for a similar deficiency.

Evaluation of Tenders 3.12 After the Owner has conducted its initial evaluation described above, the Owner shall then evaluate those tenders that have met the mandatory requirements. The lowest Tender Price shall not necessarily be accepted.

Verify, Clarify and Supplement 3.13 At any time when evaluating tenders, the Owner may request further information from the tenderer or from third parties. The Owner may use this information to verify, clarify or supplement the information provided in the tenderer’s tender or to otherwise assist the Owner in its evaluation.

Executed Form of Tender 3.14 The successful tenderer’s Form of Tender shall be incorporated into the executed Contract and shall form part of the Contract Documents.

Failure to Enter Into Agreement 3.15 In addition to any other remedy that may be available to the Owner, if the Owner provides a tenderer with a Notice of Award but such tenderer fails to execute the Contract or otherwise fails to satisfy any other applicable preconditions in the Form of Tender within the time set out in the Form of Tender, the Owner may, in its sole and absolute discretion and without incurring any liability to the selected tenderer, revoke the Notice of Award and proceed in any other manner it decides, which includes the selection of another tenderer.

Notification of Award 3.16 Once a Contract is executed between Owner and a tenderer, the Owner intends to notify the unsuccessful tenderers by posting a notice of the outcome of the procurement process and the award of the Contract in the
same manner that the ITT was originally distributed. The Owner may, at its discretion, directly notify one or more unsuccessful tenderers.

Debriefing 3.17  Within thirty (30) calendar days of the notification of award described above, a tenderer may request a debriefing from the Owner. All such requests shall be in writing. The purpose of the debriefing shall be to provide information that may help the tenderer with future submissions. The Owner has no obligation to provide the tenderer with any information that the Owner determines is confidential or commercially sensitive. Debriefings are not a forum to challenge the result of the procurement process.

Bid Protest Procedure 3.18  If a tenderer wishes to challenge the outcome of the ITT process, it shall provide written notice to the Owner within thirty (30) calendar days of the notification of award. The Owner shall respond in accordance with its bid protest procedures.

Additional Requirements if Selected 3.19  Tenders should note that if they are selected and issued a Notice of Award there are additional requirements that shall be fulfilled before the execution of the Contract. There are also requirements in the Contract that shall be fulfilled shortly after execution. Tenderers should familiarise themselves with the implications of not fulfilling such requirements.

GENERAL TERMS AND CONDITIONS 4.0

Owner’s Reserved Rights 4.1  The Owner reserves the right to:

(a)  make public the names and Tender Prices of any or all tenderers;

(b)  if a single tender is received, the Owner may open the tender privately and if the tender is in excess of the Owner’s budget, then the Owner may re-issue the ITT without revisions being made to the ITT and without disclosing the tenderer’s name or Tender Price;

(c)  enter into over-budget negotiations with the lowest compliant tenderer or the sole tenderer (if only a single tender is received), without cancellation of the ITT process or consideration to other tenderers, and to require the tenderer to negotiate with subcontractors named in its tender;

(d)  request written clarification or the submission of supplementary written information from a tenderer and incorporate a tenderer’s response to such a request into the tenderer’s tender provided it doesn’t provide a tenderer with a competitive advantage;

(e)  evaluate a tenderer’s tender based on:

(i)  the tenderer’s past performance on previous contracts awarded by the Owner or an organization funded by the Owner; or
(ii) the information provided by a tenderer pursuant to the Owner exercising its clarification rights under this ITT process;

(f) waive irregularities in the tender if, at the Owner's discretion, such irregularities are of a minor or technical nature and have not provided the tenderer with a competitive advantage;

(g) disqualify any tenderer whose tender contains misrepresentations or any other inaccurate or misleading information;

(h) disqualify any tenderer who has engaged in conduct prohibited by this ITT or conduct that compromises the competitive process;

(i) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addenda in the manner set out in this ITT;

(j) reject any tenders that are deemed non-compliant;

(k) cancel this ITT process at any stage;

(l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;

(m) accept any bid in whole or in part as set out in this ITT; and

(n) reject any or all tenders.

Limited Claim for Compensation 4.2

By submitting a tender, each tenderer:

a. agrees that it shall not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against the Owner or any of the Owner’s respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation in excess of the amount equivalent to the reasonable costs incurred by the tenderer in preparing its tender for any Claim or matter relating directly or indirectly to this tender process (including, without limitation, in the event that the Owner rejects or disqualifies or for any other reason fails to accept a tender, fails to identify or correct a discrepancy in a tenderer's Schedule of Quantities and Prices, accepts a non-compliant or materially non-compliant tender, fails to proceed with the Contract or otherwise breaches the terms of the ITT or any duties arising from this tender process); and;

b. waives any Claim against the Owner or any of its respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect,
incidental or consequential damages or losses if the Work does not proceed or no Contract is entered into between a tenderer and the Owner for any reason whatsoever (including, without limitation, in the event that the Owner rejects or disqualifies or for any other reason fails to accept a tender, fails to identify or correct a discrepancy in a Tenderer’s Schedule of Quantities and Prices, accepts a non-compliant tender or otherwise breaches the terms of the ITT or any duties arising from this tender process).

Conflict of Interest 4.3 Tenderers should carefully review and complete the Conflict of Interest declaration attached to the Form of Tender.

Tenderer Not to Communicate with Media 4.4 Tenderers should not at any time directly or indirectly communicate with the media in relation to the ITT or the Contract without first obtaining the written permission of the Owner. The Owner may disqualify any tenderer who does not comply with this paragraph.

Inappropriate Conduct 4.5 The Owner may prohibit a tenderer from participating in this ITT and/or future procurements if a tenderer has exhibited inappropriate conduct in a prior procurement process or exhibits inappropriate in this procurement process. Inappropriate conduct shall include, but is not limited to, the following: (a) submitting a tender containing or otherwise making misrepresentations or any other inaccurate or misleading statements; (b) refusing to honour the tenderer’s pricing or other commitments made in its submission; and (c) being involved in a Conflict of Interest or refusing to take steps to eliminate or reduce the effects of a Conflict of Interest, as determined by the Owner.

Confidential Information of Owner 4.6 All information provided by or obtained from Owner in any form in connection with the ITT either before or after the issuance of the ITT:

a. is the sole property of the Owner and should be treated as confidential; and

b. should not to be used for any purpose other than replying to the ITT and the performance of any subsequent Contract.

The Owner may disqualify any tenderer who fails to comply with the above.

Disclosure of Information 4.7 Tenderers should note that the Owner is subject to the Freedom of Information and Protection of Privacy Act (British Columbia). The Owner may disclose any information provided by a tenderer where required by law or by order of a court or tribunal. The Owner may also disclose information provided by a tenderer to the Owner’s advisers who are involved in evaluating the tenders or who are otherwise assisting the Owner with respect to the tender process described in the ITT.

Trade Agreements 4.8 Tenderers should note that procurements falling within the scope of Chapter 5 of the Canada Free Trade Agreement (CFTA), Chapter 19 of the

SCM-061 (2020-06-26) Invitation to Tender - BCH Civil Works Template
Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and/or Article 14 of the New West Trade Partnership Agreement (NWPTA) are subject to those chapters and articles but that the rights and obligations of the Owner and tenderers shall be governed by the specific terms and conditions herein.

**Governing Law 4.9**

This *ITT* shall be governed by and construed in accordance with the laws of British Columbia and the applicable laws of Canada.

**4.10** By submitting a tender, the tenderer accepts all the provisions of this *ITT*.

**No Obligation to Proceed 4.11**

This *ITT* does not commit the *Owner* to select a tender or enter into the *Contract*, and the *Owner* may at any time reject all tenders and terminate this *ITT* and proceed with performing the *Work* in some other manner, or not at all.
SUPPLEMENTARY CONDITIONS
INSTRUCTIONS TO TENDERERS - PART II
SUPPLEMENTARY CONDITIONS
INSTRUCTIONS TO TENDERERS - PART II

The following supplementary conditions form part of the Invitation to Tenders, and modify, delete and add to the standard Master Municipal Construction Documents, Platinum Edition, 2009 Instructions to Tenderers, Part II.

Where any paragraph or subparagraph in the Instructions to Tenders, Part II is amended, deleted or superseded by any of the following, the provisions of such paragraph or subparagraph not so amended, deleted or superseded shall remain in effect.

5.0 Tender Requirements

SC 1. In paragraph 5.1 insert the word “should” before the words “be signed” by the authorized”.

SC 2. In paragraph 5.1.1 inserts the words “or in an electronic format” after the words “in original handwriting”.

SC 3. Delete paragraph 5.2 in its entirety.

SC 4. Delete the period at the end of paragraph 5.3.5 and insert the following as new paragraphs 5.3.6 to 5.3.10:

“5.3.6 Appendix 6 – Summary of Alternative Tender;
5.3.7 Appendix 7 – Sustainable Practices;
5.3.8 Appendix 8 – BC Housing Requirements;
5.3.9 Appendix 9 – Waste Management Plan; and
5.3.10 Appendix 10 – Consent of Surety.”

12.0 Amendment of Tenders

SC 5. Delete the first sentence in paragraph 12.1 and replace it with the following:

“A tenderer may amend or revoke a tender by giving clear notice to this effect delivered in the same manner as tender submission at any time up until the Tender Closing Date and Time.”

SC 6. Delete paragraph 12.5 in its entirety.

SC 7. Add the after sub-clause 15.1.3:

“15.1.4 reject any tender containing prices which appear to be unbalanced as to be likely to adversely affect the Owner.”
Form of Tender Documents for:

List Contract Number
List Contract Name
PART B

FORM OF TENDER
PART B

FORM OF TENDER

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of Tender</td>
</tr>
<tr>
<td>Appendix 1 – Schedule of Quantities and Prices</td>
</tr>
<tr>
<td>Appendix 2 – Preliminary Construction Schedule</td>
</tr>
<tr>
<td>Appendix 3 – Experience of Superintendent</td>
</tr>
<tr>
<td>Appendix 4 – Comparable Work Experience</td>
</tr>
<tr>
<td>Appendix 5 – Subcontractors</td>
</tr>
<tr>
<td>Appendix 6 – Alternative Tender</td>
</tr>
<tr>
<td>Appendix 7 – Sustainable Practices</td>
</tr>
<tr>
<td>Appendix 8 – BC Housing Requirements</td>
</tr>
<tr>
<td>Appendix 9 – Waste Management Plan Worksheet</td>
</tr>
<tr>
<td>Appendix 10 – Consent of Surety</td>
</tr>
</tbody>
</table>
FORM OF TENDER

Manager – Procurement, Supply Chain Management
BC Housing Management Commission
1701 – 4555 Kingsway
Burnaby, BC V5H 4V8

1. WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the Contract Documents, including the specified edition of the "Master Municipal Construction Documents - Instructions to Tenderers and General Conditions, Specifications, Standard Detail Drawings", “Owner’s Project Specifications and Drawings”, and the following addenda:

(Insert number and date of all addenda received)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

1.3 have complied with the Instructions to Tenderers.

2. ACCORDINGLY, WE HEREBY OFFER:

2.1. to perform and complete all of the Work and to provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents;

2.2. to achieve Substantial Performance of the Work within Days of the commencement date indicated in the Notice to Proceed, and

...
2.3. to do the Work for the price, which is the sum of the products of the actual quantities incorporated into the Work and the appropriate unit prices plus any lump sums or specific prices set out in Appendix 1, the "Schedule of Quantities and Prices", and adjustment amounts as provided by the Contract Documents. For the purposes of tender comparison, our offer is to complete the Work for the "Tender Price" of


($________________________________________) as set out on Appendix 1 of this Form of Tender.

Our Tender Price is based on the estimated quantities listed in the Schedule of Quantities and Prices and excludes GST.

3. WE CONFIRM:

3.1. that we understand and agree that the quantities as listed in the Schedule of Quantities and Prices are estimated, and that the actual quantities shall vary.

4. WE CONFIRM:

4.1. that the appendices listed in paragraph 5.3 of the Instructions to Tender - Part II (as modified by the supplementary conditions to Instructions to Tender - Part II (are attached to and form a part of this tender.

5. WE AGREE:

5.1 that this tenders shall be irrevocable and open for acceptance by the Owner for a period of sixty (60) calendar days from the day following the Tender Closing Date and Time, even if the tender of another tenderer is accepted by the Owner. If within this period the Owner delivers a written notice ("Notice of Award") by which the Owner accepts our tender, we shall:

5.1.1 within 15 Days of receipt of the written Notice of Award deliver to the Owner:

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

5.1.1(b) a Construction Schedule, as provided by GC 4.6.1;

5.1.1(c) if the tenderer has not previously received payments from the Owner, a copy of a void cheque and a direct deposit form, which
form is available at: 
https://www.bchousing.org/publications/Vendor-Direct-Deposit-Form.docx

5.1.1(d) evidence satisfactory to the Owner that the tenderer has obtained the insurance it is required to obtain pursuant to GC 24 – Insurance;

5.1.1(e) a written list identifying all major Subcontractors and provide confirmation they have successfully executed each respective subcontract;

5.1.1(f) Security Clearance: an authorized written declaration form that the personnel to be employed under the Contract have been cleared to work on the premises in accordance with the Criminal Records Review Act (British Columbia).

Note: The Owner shall provide detailed instructions on how to obtain the security clearance. A RCMP clearance is not acceptable and shall not be considered an equivalent to the Ministry of Justice’s criminal records clearance;

5.1.1(g) Cash Flow Forecast: provide a cash-flow forecast to identify the anticipated monthly construction progress invoice costs/amounts to complete the Work; and

5.1.1(h) WorkSafe BC Registration: evidence satisfactory to Owner that it is registered and in good standing with WorkSafe BC;

5.1.2 within 2 Days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and

5.1.3 signed Contract Documents as required by GC 2.1.2.

6. WE AGREE:

6.1 that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Tender, we:

1.1.1 fail or refuse to deliver the documents as specified by paragraph 5 of this Form of Tender; or

1.1.2 fail or refuse to commence the Work as required by the Notice to Proceed,
then such failure or refusal shall be deemed to be a refusal by us to enter into the Contract and the Owner may, without limiting any other legal right it may have, award the Contract to another party.

7. OUR ADDRESS and contact details are as follows:

______________________________________________________________

______________________________________________________________

Attention: _____________________________

Phone: _____________________________ Email: _____________________________

[Remainder of page intentionally left blank. Signature page to follow.]
This tender is executed the ______ day of ________________, 20XX.

Tenderer:

(Full legal name of corporation, partnership or individual)

If tenderer is a corporation:

SIGNED AND DELIVERED
by the following authorized signatory

__________________________
Name and Position

If the tender is not a corporation

SIGNED AND DELIVERED
by

__________________________  __________________________
Signature of Sole proprietor or Partner   Witness

__________________________  __________________________
Signature of Partner   Witness

__________________________  __________________________
Signature of Partner   Witness
FORM OF TENDER

Appendix 1

SCHEDULE OF QUANTITIES AND PRICES
(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All prices including the Contract Price shall include all Taxes except GST.)

TENDER SUMMARY

1. TENDER SUMMARY

The tendered amounts carried over from items in the Schedule of Quantities and Prices are summarized as follows:

<table>
<thead>
<tr>
<th>MMCD DIVISION No.</th>
<th>MMCD DIVISION DESCRIPTION</th>
<th>TENDERED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>GENERAL REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>CONCRETE</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>ELECTRICAL</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>EARTHWORKS</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>ROADS AND SITE IMPROVEMENTS</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>UTILITIES</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>TRANSPORTATION</td>
<td></td>
</tr>
</tbody>
</table>

**TENDER PRICE (GST excluded)**
(Carried to section 2.3 of this Form of Tender)
2. SCHEDULE OF QUANTITIES AND PRICES

*(NOTE – BELOW IS A SAMPLE PRICE FORM STRUCTURE INCORPORATING ALL DIVISIONS COVERED BY MMCD. OPTION 2 IS TO USE THE MMCD STANDARD SCHEDULE OF Q&P SPREADSHEET)*

The items below represent the Contract Price for the Work. Refer to MMCD standard specifications and any applicable supplementary specifications for details on the measurement of and payment for the various items.

### DIV 01 – GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 33 01</td>
<td>Project Record Documents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>SSP 1</td>
<td>As-built Drawings</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 55 00</td>
<td>Traffic Control, Vehicle Access and Parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td>SSP 3</td>
<td>Traffic Control, Vehicle Access and Parking</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 57 01</td>
<td>Environmental Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>SSP 4</td>
<td>Environmental Protection</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total $**

### DIV 03 – CONCRETE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 30 20</td>
<td>Concrete Walks, Curb and Gutter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.01</td>
<td>1.4.3</td>
<td>Concrete Rollover Curb &amp; Gutter To STD DWGR-5-SD</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.02</td>
<td>1.4.3</td>
<td>Concrete Barrier Curb &amp; Gutter To STD DWG R-5-SD</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.03</td>
<td>1.4.3</td>
<td>Concrete Extruded Curb</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.04</td>
<td>1.4.5</td>
<td>Concrete Sidewalk and Ramps 100mm Thick</td>
<td>Square Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.05</td>
<td>SSP 9</td>
<td>Concrete Driveway Crossings 200mm Thick</td>
<td>Square Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03 30 53</td>
<td>Cast-In-Place Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.06</td>
<td>1.5.3</td>
<td>Concrete Protective Slab for Watermain Station 1+790 (River Parkway) - 200mm Thick</td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.07</td>
<td>1.5.3</td>
<td>Concrete Protective Slab for Watermain Station 0+010 (Leslie Rd) - 200mm Thick</td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.08</td>
<td>SSP 10</td>
<td>Concrete Slab for future District Energy Unit</td>
<td>Provisional Cubic Metre</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>03 40 01</td>
<td>Pre-Cast Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.09</td>
<td>SSP 11</td>
<td>Concrete Lock Block Wall</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## DIV 03 – CONCRETE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>3.10</td>
<td>SSP 12</td>
<td>Install Concrete Roadside Barriers 2500mm x 690mm x 550mm</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Sub-Total $ 

## DIV 26 – ELECTRICAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.01</td>
<td>SSP 13</td>
<td>Roadway Lighting</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
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</tbody>
</table>

Sub-Total $ 

## DIV 31 – EARTHWORK

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.01</td>
<td>1.4.1</td>
<td>Clearing and Grubbing</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.02</td>
<td>SSP 14</td>
<td>Wellpoint Dewatering</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.03</td>
<td>SSP 14</td>
<td>Treatment of Dewatering Discharge Water</td>
<td>Provisional Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

31.23 01  Excavating, Trenching and Backfilling

31.04    | SSP 18  | Mass Excavation and Removal                   | Lump Sum | 1        |            |        |
| 31.05    | SSP 19  | Common Excavation and Offsite Disposal        | Cubic Metre |        |            |        |
| 31.06    | SSP 20  | Common Excavation and Offsite Disposal-Contaminated Soil | Provisional Cubic Metre | |        |        |

Sub-Total $ 

## DIV 32 – ROADS AND SITE IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 11 16.1</td>
<td>1.4.2</td>
<td>Structural Fill Per Geotechnical Report</td>
<td>Metric Tonne</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 11 23</td>
<td>1.4.2</td>
<td>Granular Base 19mm Minus - 230mm Thick</td>
<td>Metric Tonne</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 11 13</td>
<td>Granular Base</td>
<td>75mm Minus - 500mm Thick</td>
<td>Metric Tonne</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 12</td>
<td>1.5.1</td>
<td>Asphalt Tack Coat - Emulsified Asphalt</td>
<td>Square Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCM-061 (2020-06-26) Invitation to Tender - BCH Civil Works Template  
Tenderer's Initial _____
**DIV 32 – ROADS AND SITE IMPROVEMENTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.06</td>
<td>1.5.1</td>
<td>Asphalitic Concrete Pavement Lower Course #1 - 100mm Thick</td>
<td>Metric Tonne</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.07</td>
<td>1.5.1</td>
<td>Asphalitic Concrete Pavement Upper Course #1 - 50mm Thick</td>
<td>Metric Tonne</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.08</td>
<td>1.5.3</td>
<td>Asphalt MUP/Sidewalk Upper Course #1 – 100mm Thick</td>
<td>Square Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.09</td>
<td>SSP 22</td>
<td>Stamped Asphalitic Concrete Median Infill 100mm Thick</td>
<td>Square Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.10</td>
<td>1.5.4</td>
<td>Asphalt Extruded Curb</td>
<td>Lineal Metre</td>
<td></td>
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</table>

**DIV 32.17 - Painted Pavement Markings**

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.11</td>
<td>SSP 23</td>
<td>Permanent Thermoplastic Pavement Markings</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.12</td>
<td>SSP 24</td>
<td>Permanent Signage Installation</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.13</td>
<td>SSP 25</td>
<td>Delineator</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DIV 32.13 - Chain Link Fences & Gates**

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.14</td>
<td>1.5.4</td>
<td>Handrails To MMCD C14</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.15</td>
<td>SSP 26</td>
<td>Steel Guard Rail</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.16</td>
<td>SSP 27</td>
<td>Restriction Post/c/w Reflective Strips To MMCD C12</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DIV 32.91.21 - Topsoil and Finish Grading**

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.17</td>
<td>SSP 28</td>
<td>Imported Topsoil 150mm Thick</td>
<td>Square Metre</td>
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</table>

**DIV 32.92.19 - Hydraulic Seeding**

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>32.18</td>
<td>1.8.1</td>
<td>Hydraulic Seeding</td>
<td>Square Metre</td>
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</table>

**Sub-Total $**

**DIV 33 – UTILITIES**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.01</td>
<td>1.6.2</td>
<td>CCTV Inspection of Pipelines</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.02</td>
<td>1.6.2</td>
<td>CCTV Inspection of Storm Sewer Final Inspection 1 Year After Construction</td>
<td>Lump Sum</td>
<td>1</td>
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**33.11.01 - Waterworks**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.03</td>
<td>1.8.1</td>
<td>Watermain (Bionax SR PVCO - 300mm, ~1.5m Deep, Imported Backfill)</td>
<td>Lineal Metre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.04</td>
<td>1.8.3</td>
<td>Tee 300mm TYT x 300mm TYT x 150mm TYT</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.05</td>
<td>1.8.3</td>
<td>Tee 300mm TYT x 300mm TYT x 300mm FL (Blind)</td>
<td>Each</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>33.06</td>
<td>1.8.3</td>
<td>Tee 300mm TYT x 300mm TYT x 300mm TYT</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
### DIV 33 – UTILITIES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.07</td>
<td>1.8.3 Gate Valve 150mm TYT x MJ</td>
<td>Each</td>
</tr>
<tr>
<td>33.08</td>
<td>1.8.3 Gate Valve 300mm TYT x MJ</td>
<td>Each</td>
</tr>
<tr>
<td>33.09</td>
<td>1.8.3 Gate Valve 300mm MJ x MJ</td>
<td>Each</td>
</tr>
<tr>
<td>33.10</td>
<td>1.8.3 Horizontal Bend 11.25 degree - 150mm</td>
<td>Each</td>
</tr>
<tr>
<td>33.11</td>
<td>1.8.3 Vertical Bend 22.5 Degree - 300mm</td>
<td>Each</td>
</tr>
<tr>
<td>33.12</td>
<td>1.8.3 Robar Repair Coupling 150mm</td>
<td>Each</td>
</tr>
<tr>
<td>33.13</td>
<td>1.8.3 Reducer 300mm to 150mm</td>
<td>Each</td>
</tr>
<tr>
<td>33.14</td>
<td>1.8.3 Cap 300mm dia.</td>
<td>Each</td>
</tr>
<tr>
<td>33.15</td>
<td>1.8.3 PVC Spool Piece 150mm dia.</td>
<td>Each</td>
</tr>
<tr>
<td>33.16</td>
<td>1.8.3 PVC Spool Piece 300mm dia.</td>
<td>Each</td>
</tr>
<tr>
<td>33.17</td>
<td>1.8.5 Test Point To MMCD W5</td>
<td>Each</td>
</tr>
<tr>
<td>33.18</td>
<td>1.8.12 Watermain Tie-in Station 1+169.50</td>
<td>Lump Sum 1</td>
</tr>
<tr>
<td>33.19</td>
<td>1.8.12 Watermain Tie-in Station 1+574.35 at Leslie Rd</td>
<td>Lump Sum 1</td>
</tr>
<tr>
<td>33.20</td>
<td>1.8.12 Watermain Tie-in Station 2+113.26</td>
<td>Lump Sum 1</td>
</tr>
<tr>
<td>33.21</td>
<td>SSP 29 Fire Hydrant Assembly</td>
<td>Each</td>
</tr>
<tr>
<td>33.22</td>
<td>SSP 30 Mechanical Joint Restraints</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

#### 33 40 01 Storm Sewers

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>33.23</td>
<td>1.6.1 600mm dia. Concrete Drainage Pipe All Depth c/w Imported Backfill</td>
<td>Lineal Metre</td>
</tr>
<tr>
<td>33.24</td>
<td>1.6.1 750mm dia. Concrete Drainage Pipe ASTM C76 Class III, All Depth, Imported Backfill</td>
<td>Lineal Metre</td>
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<tr>
<td>33.25</td>
<td>1.6.5 Catchbasin Lead PVC DR35, 150 mm dia, All Depth, Imported Backfill</td>
<td>Lineal Metre</td>
</tr>
<tr>
<td>33.26</td>
<td>1.6.5 Catchbasin Lead PVC DR35, 200 mm dia, All Depth, Imported Backfill</td>
<td>Lineal Metre</td>
</tr>
<tr>
<td>33.27</td>
<td>1.6.5 Lawn Drain Lead PVC, 150mm dia, All Depth, Imported Pipe Bedding &amp; Backfill</td>
<td>Lineal Metre</td>
</tr>
<tr>
<td>33.28</td>
<td>1.6.6 Perforated Pipe PVC, 100mm dia, End Caps, Imported Pipe Bedding &amp; Backfill</td>
<td>Lineal Metre</td>
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<tr>
<td>33.29</td>
<td>1.6.9 Drainage Tie-in to Existing Storm System Station 1+170.67</td>
<td>Lump Sum 1</td>
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### DIV 33 – UTILITIES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tr>
<td>33.30</td>
<td>1.6.9</td>
<td>Drainage Tie-in to Existing Storm System Station 2+127.93</td>
<td>Lump Sum</td>
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<tr>
<td>33.31</td>
<td>1.5.1.1</td>
<td>Manhole – Frame, Cover &amp; Bottom 1350mm dia., All Depth, Imported Backfill - To MMCD S1 &amp; S2</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>33.32</td>
<td>1.5.1.1</td>
<td>Manhole – Frame, Cover &amp; Bottom 1350mm dia. c/w 600mm Sump, All Depth, Imported Backfill - To MMCD S1 &amp; S2</td>
<td>Each</td>
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<td>33.33</td>
<td>1.5.1.2</td>
<td>Manhole Riser Section 1350mm dia.</td>
<td>Vertical Metre</td>
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<td>33.34</td>
<td>1.5.1.4</td>
<td>Re-bench Existing Manhole Assume 1500mm - Station 1+170.67</td>
<td>Each</td>
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<tr>
<td>33.35</td>
<td>1.5.1.5</td>
<td>Manhole Outside Drop 1350mm dia. To MMCD S3 - Station 2+105</td>
<td>Each</td>
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<td>33.36</td>
<td>1.5.2</td>
<td>Catchbasin Top Inlet, Reinforced Concrete, 600mm dia, All Depth, Imported Backfill - To DWG ST-5-SD</td>
<td>Each</td>
<td></td>
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<td>33.37</td>
<td>1.5.2</td>
<td>Temporary Lawn Drain 375mm PVC - To STD DWG ST-7a-SD Type 1A</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>33.38</td>
<td>SSP 31</td>
<td>MINOR Adjustment of Metro Vancouver Sanitary Manhole onLIVE Sewer</td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td>33.39</td>
<td>SSP 31</td>
<td>MAJOR Adjustment of Metro Vancouver Sanitary Manhole onLIVE Sewer</td>
<td>Each</td>
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<td>33.40</td>
<td>SSP 31</td>
<td>MINOR Adjustment of Metro Vancouver Sanitary Manhole on ISOLATED Sewer</td>
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<td>33.41</td>
<td>SSP 31</td>
<td>MAJOR Adjustment of Metro Vancouver Sanitary Manhole on ISOLATED Sewer</td>
<td>Each</td>
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Sub-Total $ 

### DIV 34 – TRANSPORTATION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Specification Title</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.01</td>
<td>SSP 32</td>
<td>Supply and Install Traffic Signals: Leslie Road and River Parkway</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
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<tr>
<td>34.02</td>
<td>SSP 32</td>
<td>Supply and Install Traffic Signals: Cambie Road and River Parkway</td>
<td>Lump Sum</td>
<td>1</td>
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<td>34.03</td>
<td>SSP 32</td>
<td>Traffic Signal Modifications: Gilbert Road &amp; River Road / River Parkway</td>
<td>Lump Sum</td>
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<td>34.04</td>
<td>SSP 32</td>
<td>Traffic Signal Modifications: Cambie Road and No. 3 Road</td>
<td>Lump Sum</td>
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<td>34.05</td>
<td>SSP 32</td>
<td>Traffic Communication: River Parkway</td>
<td>Lump Sum</td>
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<tr>
<td>34.06</td>
<td>1.9.1</td>
<td>Traffic Signal Pre-ducting Minoru Boulevard and River Parkway</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
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</tbody>
</table>

Sub-Total $
FORM OF TENDER

Appendix 2

PRELIMINARY CONSTRUCTION SCHEDULE  
(See paragraph 5.3.2 of the Instructions to Tenderers – Part II)

MILESTONE DATES: 

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

<table>
<thead>
<tr>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 01 to 15</td>
</tr>
</tbody>
</table>

Note: Each column represents 3 weeks. Use separate sheets if the table does not have enough columns to cover the activities within the Contract Time.
FORM OF TENDER

Appendix 3

EXPERIENCE OF SUPERINTENDENT
(See paragraph 5.3.3 of the Instructions to Tender – Part II)

Name: ______________________________________________________

Experience

Dates: ______________________________________________________

Project Name: _____________________________________________

Responsibility: _____________________________________________

References: _________________________________________________

Dates: ______________________________________________________

Project Name: _____________________________________________

Responsibility: _____________________________________________

References: _________________________________________________

Dates: ______________________________________________________

Project Name: _____________________________________________

Responsibility: _____________________________________________

References: _________________________________________________

Tenderer’s Initial ______
FORM OF TENDER

Appendix 4

COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tender – Part II)

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER/CONTACT NAME</th>
<th>PHONE NUMBER</th>
<th>WORK DESCRIPTION</th>
<th>VALUE ($)</th>
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<tbody>
<tr>
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</tbody>
</table>
FORM OF TENDER

Appendix 5

SUBCONTRACTORS
(See paragraph 5.3.5 of the Instructions to Tenderers – Part II)

<table>
<thead>
<tr>
<th>TENDER ITEM</th>
<th>TRADE</th>
<th>SUBCONTRACTOR NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
FORM OF TENDER

Appendix 6

SUMMARY OF ALTERNATIVE TENDER
(See paragraph 6 of the MMCD Instructions to Tenderers - Part II. Attach submittals according to paragraphs 6.2 and 6.3 Instructions to Tenderers Part II)
FORM OF TENDER

Appendix 7

SUSTAINABLE PRACTICES

The requirement for this Appendix 7 is to be determined on a project-by-project basis and in consideration of how this information shall be evaluated, which shall be disclosed as a new instruction in Part A - Instructions to Tenderers Part 1. If not used, then delete the contents of this Appendix and include a notation in this appendix that it is “Not Used”.

Sustainable practices are defined as those materials, equipment and construction methodologies that reduce greenhouse gas emissions as compared to standard practices.

Sustainable Equipment

Sustainable Materials

Sustainable Construction Methodologies
FORM OF TENDER

Appendix 8 – BC HOUSING REQUIREMENTS

a. Electronic Funds Transfer

The Owner has implemented direct deposit payment (EFT) that requires all vendors to set up direct deposits as the method of receiving payments from the Owner. Please identify your current payment status:

☐ We currently receive payment from the Owner through direct deposit;

☐ We currently do not receive payment from the Owner through direct deposit. We shall submit a direct deposit form and void cheque upon receipt of a Notice of Award.

b. Collection and Use of Personal Information

Tenderers are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including bios, profiles and/or other personal information concerning employees and/or employees of any Subcontractors.

If this ITT requires a tenderer to submit personal information of its employees and/or Subcontractors in the tender, tenderers shall ensure that they have obtained written consent from each of those employees and/or Subcontractors prior to submitting its Tender submission. Such written consents are to specify that the personal information forwarded to the Owner is required for the purposes of responding to this ITT and use by the Owner only for the purposes as set out in the ITT. If the Owner request original or copies of the consents, tenderers shall provide such consent as immediately possible.

Please identify the status of your consents:

☐ personal information has been submitted in our tender relation to the ITT requirements and all required employee consents have been obtained and are retained by the tenderer.

☐ personal information has not been submitted in relation to the ITT requirements. Employee consents are not required.

c. Conflict of Interest

The term “Conflict of Interest” means:

i. in relation to the ITT process, the tenderer has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the
preparation of its tender that is not available to other tenderers; (ii) communicating
with any person with a view to influencing preferred treatment in the ITT process
(including but not limited to the lobbying of decision makers involved in the ITT
process); or (iii) engaging in conduct that compromises, or could be seen to
compromise, the integrity of the ITT process; or

ii. in relation to the performance of its contractual obligations contemplated in the
Contract, the tenderer’s other commitments, relationships or financial interests: (i)
could, or could be seen to, exercise an improper influence over the objective, unbiased
and impartial exercise of its independent judgement; or (ii) could, or could be seen to,
compromise, impair or be incompatible with the effective performance of its
contractual obligations.

If the box below is left blank, the tenderer shall be deemed to declare that (a) there was no Conflict
of Interest in preparing its tender; and (b) there is no foreseeable Conflict of Interest in performing
the contractual obligations contemplated in the ITT. Otherwise, if the statement below applies, check the box.

☐ The tenderer declares that there is an actual or potential Conflict of Interest relating to the
preparation of its tender, and/or the tenderer foresees an actual or potential Conflict of Interest
in performing the contractual obligations contemplated in the ITT.

If the tenderer declares an actual or potential Conflict of Interest by marking the box above, the
tenderer shall set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity: (a) participated in the
preparation of our tender; AND (b) were employees of the Owner and have ceased that
employment within twelve (12) months prior to the Tender Closing Date and Tender Closing Time:

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Job Classification</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Last Date of Employment with The Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Last Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief Description of Individual’s Job Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Brief Description of Nature of Individual’s Participation in the Preparation of the Tender

(Repeat above for each identified individual)

The tenderer agrees that, upon request, the tenderer shall provide the Owner with additional information from everyone identified above in the form prescribed by the Owner.
FORM OF TENDER

Appendix 9 – WASTE MANAGEMENT PLAN WORKSHEET

Tenderers should submit the Waste Management Plan Worksheet with their submission, which is available at:

https://www.bchousing.org/doing-business/supplier-centre/sustainable-waste-management
FORM OF TENDER

Appendix 10 – CONSENT OF SURETY

We, the undersigned, ________________________________

are a surety duly authorized to transact the business of Suretyship in the Province of British Columbia and do hereby undertake and agree to become bound unto the Owner in:

(a) A PERFORMANCE BOND in the amount of 50% of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Contract Documents; and

(b) A LABOUR AND MATERIALS PAYMENT BOND in the amount of 50% of the total tendered amount shown on the Form of Tender and drawn up in accordance with the requirements specified in the Contract Documents,

if the Contract is awarded to:

__________________________________________________________________________

Dated this ______ day of _________, 20___

__________________________________________________________________________

Signed, Sealed and Delivered
PART C
AGREEMENT
# PART C

## AGREEMENT

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Work – Start/Completion Dates</td>
<td>C-3</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>C-3</td>
</tr>
<tr>
<td>Contract Price</td>
<td>C-4</td>
</tr>
<tr>
<td>Payment</td>
<td>C-4</td>
</tr>
<tr>
<td>Rights and Remedies</td>
<td>C-5</td>
</tr>
<tr>
<td>Notices</td>
<td>C-5</td>
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<tr>
<td>General</td>
<td>C-6</td>
</tr>
<tr>
<td>Schedule 1 – The Contract Documents</td>
<td>C-9</td>
</tr>
<tr>
<td>Schedule 2 – List of Contract Drawings</td>
<td>C-10</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT made in duplicate this XX day of Month, Year.

Reference No. Contract (List Contract Number)

Contract: (List Contract/Project Name)

BETWEEN:

BC Housing Management Commission

(the “Owner”)

AND:

Contractor’s Legal Name

(the “Contractor”)

The Owner and the Contractor agree as follows:

1. THE WORK – START/COMPLETION DATES

1.1 The Contractor shall perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.

1.2 The Contractor shall commence the Work in accordance with the Notice to Proceed. The Contractor shall proceed with the Work diligently, shall perform the Work generally in accordance with the construction schedules as required by the Contract Documents and shall achieve Substantial Performance on or before Days from the Notice to Proceed, subject to the provisions of the Contract Documents for adjustments to the Contract Time. The Contractor shall, unless otherwise agreed to in writing by the Owner, achieve Total Performance within 30 calendar days of achieving Substantial Performance.

1.3 Time shall be of the essence in the Contract.

2. CONTRACT DOCUMENTS

2.1 The “Contract Documents” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Contract, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
2.2 The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

3. **CONTRACT PRICE**

3.1 The price for the Work ("Contract Price") shall be the sum in Canadian dollars of the following:

3.1 a) the product of the actual quantities of the items of Work, listed in the Schedule of Quantities and Prices, which are incorporated into or made necessary by the Work and the unit prices listed in the Schedule of Quantities and Prices; plus

3.1 b) all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the Work; plus

3.1 c) any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.

3.2 The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.

4. **PAYMENT**

4.1 Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.

4.2 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall start to accrue on the 61st day after receipt of an accurate claim also become due and payable until payment:

   (1) 2% per annum above the prime rate for the first 60 days.

   (2) 4% per annum above the prime rate after the first 60 days.

4.3 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Bank of Canada.
5. **RIGHTS AND REMEDIES**

   5.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

   5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, the *Contract Administrator* or the *Contractor* shall constitute a waiver of any of the parties’ rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*, except as may be specifically agreed in writing.

   5.3 The Provincial Rental Housing Corporation is a related entity of the *Owner* and may own or lease the land upon which the *Work* shall occur. All terms and conditions of the *Contract* are for the benefit of both the *Owner* and the Provincial Rental Housing Corporation. The *Contractor* acknowledges that the *Owner*, the Provincial Rental Housing Corporation or both may enforce the terms and conditions of the *Contract* against the *Contractor*, including any rights and remedies of the *Owner*. The *Contractor* further acknowledges that any claim it may have in connection with this *Contract* shall be made exclusively against the *Owner*, and not the Provincial Rental Housing Corporation.

6. **NOTICES**

   6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below:

   The *Owner*:

   *(Legal Name)*
   *(Address)*
   Email:
   Attention:

   The *Contractor*:

   *(Legal Name)*
   *(Address)*
   Email:
   Attention:

   The *Contract Administrator*:

   *(Legal Name)*
6.2 A communication or notice that is addressed as above shall be considered to have been received:

6.2 a) immediately upon delivery, if delivered by hand;

6.2 b) immediately upon transmission, if sent and received in hard copy/or if sent and received by email; or

6.2 c) after 5 Days from date of posting, if sent by registered mail.

6.3 The Owner or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the Contract Administrator changes its address for notice, then the Owner shall give or cause to be given written notice to the Contractor.

6.4 The sender of a notice by email assumes all risk that the email shall be received properly. The provisions of the Instructions to Tenderers regarding electronic communications apply to email correspondence.

7. GENERAL

7.1 This Contract shall be construed according to the laws of British Columbia and the laws of Canada applicable therein.

7.2 The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract. The Owner may assign its interest in the Contract and any of its rights and remedies available at law to the Provincial Rental Housing Corporation or to any other government entity, including crown corporations, at any time without the consent of the Contractor.

7.3 The headings included in the Contract Documents are for convenience only and do not form part of this Contract and shall not be used to interpret, define or limit the scope or intent of this Contract or any of the provisions of the Contract Documents.

7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa. The words “include”, “includes” and “including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively.

7.5 This Contract shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.
IN WITNESS WHEREOF the parties hereto have executed this Contract, the date and year above written.

[Remainder of page intentionally left blank.]
BC Housing Management Commission
Contract 1070-XXXX/XX
Contract Title

SIGNED AND DELIVERED by the Contractor:

______________________________  ________________________________
Name and Position               Name and Position
I have the authority to bind this Contract
(Contractor)                    (Owner)

SIGNED AND DELIVERED by BC Housing
Management Commission’s duly authorized
signing officer(s):

______________________________
Name and Position
I have the authority to bind this Contract
(Contractor)
AGREEMENT

Schedule 1

The Contract Documents

The following lists the Contract Documents, as referred to in Article 2.1 of the Contract:

1. Agreement;
2. Supplementary General Conditions;
3. General Conditions*;
4. Supplementary Specifications;
5. Specifications*;
6. Drawings listed in Schedule 2 to the Agreement;
7. Standard Detail Drawings*;
8. Executed Form of Tender, including all appendices;
9. Instructions to Tenderers – Part I;
10. Supplementary Conditions to the Instructions to Tenderers – Part II;
11. Instructions to Tenderers – Part II*;
12. Addenda and Form of Release Notice;

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”, Platinum Edition dated 2009 or are available on the MMCD website. These documents are included in the Contract Documents by reference.
AGREEMENT

Schedule 2

List of Contract Drawings

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DRAWING No.</th>
<th>NUMBER OF SHEETS</th>
<th>REVISION No.</th>
<th>REVISION DATE</th>
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<tbody>
<tr>
<td>CIVIL DRAWINGS:</td>
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</tbody>
</table>
PART D

OTHER CONTRACT DOCUMENTS
# PART D

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition of Bid Security</td>
<td>D-5</td>
</tr>
<tr>
<td>Definition of Contract Administrator</td>
<td>D-5</td>
</tr>
<tr>
<td>Definition of Substantial Performance of the Work</td>
<td>D-5</td>
</tr>
<tr>
<td>New Definition of Archaeological Artifacts</td>
<td>D-6</td>
</tr>
<tr>
<td>New Definition of As-Built Drawings</td>
<td>D-6</td>
</tr>
<tr>
<td>New Definition of Conflict of Interest</td>
<td>D-6</td>
</tr>
<tr>
<td>New Definition of Foreign Material</td>
<td>D-6</td>
</tr>
<tr>
<td>New Definition of Standard of Care</td>
<td>D-6</td>
</tr>
<tr>
<td>Interpretation</td>
<td>D-7</td>
</tr>
<tr>
<td>Ownership of Drawings and Models</td>
<td>D-7</td>
</tr>
<tr>
<td>Patent Fees</td>
<td>D-8</td>
</tr>
<tr>
<td>Attendance</td>
<td>D-8</td>
</tr>
<tr>
<td>Inspection and <em>Site Inspector</em></td>
<td>D-8</td>
</tr>
<tr>
<td>Protection of Work, Property and the Public</td>
<td>D-9</td>
</tr>
<tr>
<td>Errors, Inconsistencies or Omissions in <em>Contract Documents</em></td>
<td>D-9</td>
</tr>
<tr>
<td>Setting-Out</td>
<td>D-9</td>
</tr>
<tr>
<td>Construction Schedule</td>
<td>D-10</td>
</tr>
<tr>
<td>Progress of <em>Work</em></td>
<td>D-10</td>
</tr>
<tr>
<td>Social Procurement</td>
<td>D-10</td>
</tr>
<tr>
<td>Subcontractors</td>
<td>D-11</td>
</tr>
<tr>
<td>Cleaning up of Site</td>
<td>D-11</td>
</tr>
<tr>
<td>Notice of Disruption</td>
<td>D-11</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Rights-of-Way</td>
<td>D-12</td>
</tr>
<tr>
<td>Coordination with Private Utilities</td>
<td>D-12</td>
</tr>
<tr>
<td>Monuments, Bench-Marks, Iron Pins and Stakes</td>
<td>D-12</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>D-13</td>
</tr>
<tr>
<td>Noise Control</td>
<td>D-13</td>
</tr>
<tr>
<td>Private Property Works</td>
<td>D-13</td>
</tr>
<tr>
<td>Standard of Care</td>
<td>D-14</td>
</tr>
<tr>
<td>Private Property Works</td>
<td>D-15</td>
</tr>
<tr>
<td>Written Authorization</td>
<td>D-15</td>
</tr>
<tr>
<td>Adjustment of <em>Contract Price</em></td>
<td>D-15</td>
</tr>
<tr>
<td>Force Account Costs</td>
<td>D-17</td>
</tr>
<tr>
<td>Definition of Concealed or Unknown Conditions</td>
<td>D-18</td>
</tr>
<tr>
<td>Risk of Concealed or Unknown Conditions</td>
<td>D-18</td>
</tr>
<tr>
<td>Work Involving Concealed or Unknown Conditions</td>
<td>D-18</td>
</tr>
<tr>
<td>Delay by Owner or Contract Administrator</td>
<td>D-19</td>
</tr>
<tr>
<td>Liquidated Damages for Late Completion</td>
<td>D-20</td>
</tr>
<tr>
<td>Notice of Contractor’s Default</td>
<td>D-21</td>
</tr>
<tr>
<td>Termination for Convenience</td>
<td>D-22</td>
</tr>
<tr>
<td>Dispute Notice</td>
<td>D-22</td>
</tr>
<tr>
<td>Preparation of Payment Certificate</td>
<td>D-23</td>
</tr>
<tr>
<td>Payment</td>
<td>D-23</td>
</tr>
<tr>
<td>Holdback and Set-Off</td>
<td>D-23</td>
</tr>
<tr>
<td><em>Substantial Performance</em></td>
<td>D-24</td>
</tr>
<tr>
<td>Total Performance</td>
<td>D-25</td>
</tr>
<tr>
<td>Waiver of Claims</td>
<td>D-27</td>
</tr>
</tbody>
</table>
Permits Required ........................................................................................................ D-27
Safety ......................................................................................................................... D-27
Specific Safety Requirements ..................................................................................... D-29
Indemnification ........................................................................................................... D-32
Insurance .................................................................................................................... D-32
Waste Management .................................................................................................... D-39
Confidentiality ............................................................................................................. D-40
Records and Audit ....................................................................................................... D-41
Duty to Mitigate .......................................................................................................... D-42
Reference Information ............................................................................................... D-43
BC Housing Step-In Rights ....................................................................................... D-43
Public Statements and Signs ...................................................................................... D-44

SUPPLEMENTARY SPECIFICATIONS ........................................................................ D-46

ADDENDA .................................................................................................................... D-58

FORM OF RELEASE NOTICE .................................................................................... D-59
PART D
SUPPLEMENTARY GENERAL CONDITIONS

The following supplementary conditions form part of the Contract and modify, delete and add to the Master Municipal Construction Documents, Platinum Edition, 2009’s General Conditions.

Where any paragraph or subparagraph in the General Conditions is amended, deleted or superseded by any of the following, the provisions of such paragraph or subparagraph not so amended, deleted or superseded shall remain in effect.

1.0 DEFINITIONS

<p>| Definition of Bid Security | SGC 1 | Delete the definition of Bid Security in GC 1.9.1. |
| Definition of Contract Administrator | SGC 2 | In the definition of “Contract Administrator” in GC 1.21.1 delete the last sentence and replace it with: “Any reference in the Contract Documents to the “Engineer” shall be deemed to be a reference to the Contract Administrator.” |
| Definition of Substantial Performance of the Work | SGC 3 | Delete the definition for “Substantial Performance of the Work” in 1.67 and replace with the following: Substantial Performance of the Work shall have been reached when: .1 the Work is ready for use or is being used for the purpose intended; .2 the Contract Administrator has certified that the Work has been completed in accordance with the Builders Lien Act; .3 the Contractor has submitted an accurate list of all deficient and incomplete items of Work, including all outstanding items to achieve Total Performance of the Work, plus the estimated value of each deficient and incomplete item; and .4 any other condition of achieving Substantial Performance of Work expressly required by the Contract has been fulfilled.” |</p>
<table>
<thead>
<tr>
<th>SGC</th>
<th>New Definition</th>
<th>Description</th>
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<tbody>
<tr>
<td>4</td>
<td><strong>New Definition of Archaeological Artifacts</strong></td>
<td>Add a new definition for “Archaeological Artefacts” as follows:</td>
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<tr>
<td></td>
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<td>“1.79.1 <strong>Archaeological Artefacts</strong>” means any articles, coins, deposits, geographical features, fossils, relics, human and other organic remains that are each of antiquarian, archaeological or historical interest or value or as deemed protected by the Heritage Conservation Act (British Columbia) found at or near the Place of the Work.”</td>
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<td>5</td>
<td><strong>New Definition of As-Built Drawings</strong></td>
<td>Add a new definition for “As-Built Drawings” as follows:</td>
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<tr>
<td></td>
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<td>“1.80.1 <strong>As-Built Drawings</strong>” means drawings prepared by the Contractor by marking on a copy of the Drawings the changes from the Drawings that occur during construction, including the exact dimensions, geometry and location of the major building components that were shown generally on the Drawings. As-Built Drawings shall be marked up in red pencil and clearly indicate all revisions to the proposed civil design, profile layout and any conflicting utilities.”</td>
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<td>6</td>
<td><strong>New Definition of Conflict of Interest</strong></td>
<td>Add a new definition for “Conflict of Interest” as follows:</td>
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<td>“1.81.1 <strong>Conflict of Interest</strong>” has the meaning set out in the Form of Tender Appendix 8 – BC Housing Requirements.”</td>
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<td>7</td>
<td><strong>New Definition of Foreign Material</strong></td>
<td>Add new definition for “Foreign Material” as follows:</td>
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<td>“1.82.1 <strong>Foreign Material</strong>” is limited specifically to the following: multiple layers of asphalt or concrete pavement resulting in a cumulative thickness in excess of 300mm; buried railway ties and tracks; and buried corduroy roads. Foreign Material does not include utilities, rocks, stumps and other subsurface conditions.”</td>
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<td>8</td>
<td><strong>New Definition of Standard of Care</strong></td>
<td>Add new definition for “Standard of Care” as follows:</td>
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<td>“1.83.2 <strong>Standard of Care</strong>” has the meaning in GC 4.23.”</td>
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</table>
2.0 DOCUMENTS

Interpretation SGC 9

Delete GC 2.2.4(1) and replace it with the following:

“(1) the Contract Documents shall govern and take precedence in the following order:

(a) Agreement;
(b) Supplementary General Conditions;
(c) General Conditions;
(d) Supplementary Specifications, if any
(e) Specifications;
(f) Drawings listed in Schedule 2 to the Agreement;
(g) Supplementary Detail Drawings, if any;
(h) Standard Detail Drawings;
(i) executed Form of Tender;
(j) Instructions to Tenderers; and
(l) all other Contract Documents, which shall each have equal priority;”

SGC 10

Add the following as a new 2.2.4(5):

“(5) any addenda issued in accordance with the Instruction to Tenderers shall modify the particular Contract Document as described in the addenda and shall not otherwise alter the order of precedence of the Contract Document.”

Ownership of Drawings and Models SGC 11

Add the following as a new GC 2.5:

“2.5.1 Except for any document owned by the Master Municipal Construction Documents Association, all Contract Documents and copies thereof and all models furnished by the Owner are the Owner’s property. The Contractor shall not use the Owner’s
property on other work or projects and are to be returned to the Owner on the completion of the Work, provided that the Contractor may keep a signed set and one working set of Contract Documents.”

**Patent Fees**  SGC 12  Add the following as a new GC 2.6:

“2.6.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. The Contractor shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor’s performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts the Contractor may be liable.

2.6.2 The Owner shall hold the Contractor harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor’s performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor as part of the Contract Documents.”

**3.0 CONTRACT ADMINISTRATOR**

**Attendance**  SGC 13  Add the following as new a GC 3.4.9:

“3.4.9 The Contractor shall provide, at the Contractor’s expense, any competent labour required by the Contract Administrator, acting reasonably, in connection with the survey, measurement, checking, inspection and testing of the Work. This labour shall be made available upon request during normal working hours.”

**Inspection and Site Inspector**  SGC 14  In GC 3.4.5 delete the reference to “GC 4.12.3” and replace it with a reference to “GC 4.12.6”.

**4.0 CONTRACTOR**
Add the following at the end of 4.3.1:

“Any damage for which the Contractor is responsible to make good that is not covered under insurance or is below a deductible then they shall be responsible to repair to its original conditions (or better) as it was on the date the Notice to Proceed was issued. In the event the Contractor fails to repair the damage within a reasonable period of time, the Owner may perform, or have others perform, the repairs and set-off or charge the Contractor all costs incurred by the Owner.”

Add the following below GC 4.3.4(3):

“For the purposes of this GC 4.3.4, “utilities or structures” shall include any of the following: all lines, poles, structures, facilities, infrastructure works, utilities for power, cable TV, telephone, telecommunications and data transmission, all sanitary and drainage infrastructure, all water, oil, gas and electric services, all steam pipes and services, all survey monuments, street lights, traffic lights, traffic detector loops embedded in pavement, rail tracks, and all related infrastructure, whether located above or below ground, whether visible or not visible, whether man-made or natural.”

In GC 4.5.1 delete the words “as a competent contractor, reasonably experienced in the Work” and replace with the words “in accordance with its Standard of Care”.

In GC 4.5.2 delete the words “a competent contractor, reasonably experienced in the Work” and replace with the words “a contactor performing in accordance with the Standard of Care”.

Add the following as a new GC 4.5.4:

“4.5.4 If the Contractor discover or suspect any error in the original points, lines or bench-marks or in those set out by the Contractor, the Contractor shall at once discontinue any Work based on such points, lines or
bench-mark and bring the matter to the Contract Administrator’s attention. The Contractor shall not resume the Work affected until such error has been investigated and, if necessary, rectified. Upon request, the Contractor shall provide the Contract Administrator all facilities necessary for checking of the setting-out of the Work. The Contract Administrator shall not responsible for the set out or position of the Work.”

| Construction Schedule | SGC 20 | Add the following at the end of GC 4.6.5:
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<td>“Furthermore, if the Contractor fails or refuses to produce an Adjusted Baseline Schedule as required by GC 4.6, the Owner may, acting reasonably, withhold progress payments until the Contractor submits an Adjusted Baseline Schedule that is acceptable to the Owner and the Contract Administrator.”</td>
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</table>

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<tr>
<th>Progress of Work</th>
<th>SGC 21</th>
<th>Add the following at the end of GC 4.6.7:</th>
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<td>“Without limiting the forgoing, the Contractor shall perform the Work in a continuous and an expeditious manner so as to minimise the impact and inconvenience to adjacent residents, business operators and or commuters.”</td>
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</table>

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<tr>
<th>Social Procurement</th>
<th>SGC 22</th>
<th>Add the following as a new GC 4.8.2 and 4.8.3:</th>
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<td>“4.8.2 The Owner supports the provision of opportunities for work experience and training in the construction industry for entry level workers to trade apprentices. This includes recruitment from programs intended to grow skilled trades such as the Skilled Trades Employment Program (STEP) and registration in programs committing employers to supply a safe and productive work environment such as the Builders Code.</td>
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</table>

|                        |       | 4.8.3 Where programs exist within a reasonable distance from the Place of Work, the Contractor shall use reasonable commercial efforts to staff its labour force with individuals who have been placed through agencies such as Bladerunners, Tradeworks, Embers or similar organizations that provide ongoing training and support to persons with barriers to |
employment. Individuals placed through these programs shall not be considered to be employees of the Owner. If no applicable program(s) exist within the geographic area of the Work the Contractor may seek a waiver from the Owner. The Owner, at its discretion, may require the Contractor or any Subcontractor to provide sufficient evidence of the involvement of these employees in the Work.”

**Subcontractors** SGC 23  
Add the following as a new GC 4.11.7:

“4.11.7 Unless otherwise agreed to by the Owner, the Contractor shall ensure that all subcontracts with Subcontractors and the Contractor’s suppliers are, if the Owner terminates the Contract, freely assignable by the Contractor to the Owner without requiring consent, upon written notice from the Owner to such Subcontractor or supplier.”

**Cleaning up of Site** SGC 24  
Add the following as a new GC 4.14.3:

“4.14.3 Without limiting anything in GC 4.14, the Contractor shall maintain the Work and the Place of Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner or Other Contractors. If the Contractor has completed Work in a portion of the Place of Work and no longer requires the use of such portion, then the Contractor shall clean the portion of the Place of Work in accordance with GC 4.14 notwithstanding that the other portions of the Place of Work shall continue to be in use by the Contractor.”

**Notice of Disruption** SGC 25  
Add the following as a new GC 4.16.2:

“4.16.2 Written notices shall be in the form of advisory letters. The Contractor shall provide the letters to the Contract Administrator for review and approval prior to delivery to affected residences and places of business.”

SGC 26  
Add the following as a new GC 4.16.3:

“4.16.3 The Contractor, as part of its traffic management and communications tasks, shall be required to
coordinate with adjacent building, development and capital projects, to facilitate access for workers, equipment mobilization and demobilization and materials delivery. The Contractor shall not reasonably deny access to adjacent sites for workers, equipment or deliveries where there has been a minimum of 24 hours advance notice provided.”

<table>
<thead>
<tr>
<th>Rights-of-Way SGC 27</th>
<th>Add a new GC 4.17 titled “Rights of Way” as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>“4.17.1 Authorized rights-of-way are shown on the Drawings. The Contractor shall be responsible for obtaining any other rights-of-way required for borrowing areas, stockpile areas, temporary accesses and storage or other temporary facilities.”</td>
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</tbody>
</table>

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<tr>
<th>Coordination with Private Utilities SGC 28</th>
<th>Add a new GC 4.18 titled “Coordination with Private Utilities” as follows:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>“4.18.1 If private utilities owners are performing their own work related to the Work, the Contractor shall coordinate and schedule the Work to facilitate the private utilities owners’ work. The private utilities owners shall bear the cost of permanent support, relocation, removal or reconstruction of their utilities as necessitated to accommodate the Work.</td>
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<td>4.18.2 The Contractor shall not be entitled to additional costs or time extensions for impacts or delays related to private utility owners which should have reasonably been expected by the Contractor based on its Standard of Care.</td>
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<td></td>
<td>4.18.3 If the activities of private utilities owners cause the Contractor to incur additional costs or delays which were beyond what should have reasonably been expected based on its Standard of Care, the Contractor shall be entitled to a Change.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monuments, Bench-Marks, Iron Pins and Stakes SGC 29</th>
<th>Add a new GC 4.19 titled “Monuments, Bench-Marks, Iron Pins” as follows:</th>
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<td>“4.19.1 The Contractor shall take adequate precautions to protect all property stakes, monuments and iron pins from being removed or displaced as a result of the</td>
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</table>
Work by placing empty drums over the stakes or by other such other method approved by the Contract Administrator. The Contractor shall pay all costs related to re-establishing stakes, monuments and iron pins removed or displaced as a result of the Work. If any stakes, monuments or iron pins are removed or displaced, they shall be replaced by a B.C. Land Surveyor engaged by the Contractor and approved by the Contract Administrator. The Contractor shall be responsible for any required setting of reference hubs and stakes.”

**Hours of Work**  SGC 30  Add a new GC 4.20 titled “Hours of Work” as follows:

“4.20.1 The Contractor shall schedule the performance of the Work between the hours of XX:00 and XX:00 hours, **Monday through Friday, XX:00 and XX:00 hours Saturday**, except as noted in any Supplementary Specifications. No Work shall be permitted on Sundays or at times outside the hours noted above except by special permission of the Contract Administrator.”

[Use in consultation with the relevant jurisdiction, consider whether if the municipality requires night work and coordination with other crews that the municipality assigns to work on the site]

**Noise Control**  SGC 31  Add a new GC 4.21 titled “Noise Control” as follows:

“4.21.1 The Contractor shall provide adequate means of controlling noise at all times when performing the Work. Control of noise shall apply **XX:00 and XX:00 hours, Monday through Friday, XX:00 and XX:00 hours Saturday and XX:00 and XX:00 hours** on Sundays and statutory holidays, or as required by prevailing jurisdictional bylaws or ordinances.”

**Private Property Works**  SGC 32  Add a new GC 4.22 titled “Private Property Works” as follows:

“4.22.1 The Contractor may not perform any Work on private property until such time as the Owner notifies the Contractor that agreements have been reached with applicable property owners. Unless stated otherwise in the Contract Documents, the Owner shall be responsible for obtaining agreements with private
property holders. If the Owner fails to obtain the necessary agreements with property owners such that the Contractor is delayed, the Contractor shall be entitled to a Change.

4.22.2 The Contractor shall keep a daily photographic record of all Work on private property and provide a weekly copy thereof to the Contract Administrator.

4.22.3 The Contractor shall not take instruction from private property owners regarding modification to the Work. Any such instruction shall only be given by the Owner through the Contract Administrator.

4.22.4 The Owner shall not be responsible for any private arrangements made between the Contractor and private property owners.

4.22.5 Upon completion of Work on private property, including any required reinstatement, the Contractor shall deliver to the Contract Administrator release notices, conforming to the form provided in Part D of the Contract Documents, that are signed by each private property owner on which Work was performed to verify that the Work has been completed to that owner’s satisfaction and that the owner has no claim against the Contractor or the Owner as a result of the Work. The Contract Administrator shall provide the release notices to the Contractor. If the Owner refuses or becomes uncooperative in signing the releases, the Contract Administrator, upon request of the Contractor, shall determine if the Work has been completed in accordance with the Contract Documents.”

**Standard of Care**  
SGC 33  
Add a new GC 4.23 titled “Standard of Care” as follows:

“4.23.1 The Contractor shall perform the Work with a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for a similar project (the “Standard of Care”). The Contractor acknowledges and agrees that throughout the Contract, the performance of the Contractor’s obligations, duties and responsibilities shall be interpreted in
accordance with this standard. The Contractor shall exercise the same Standard of Care in respect of any (i) material, machinery, equipment, and fixtures forming the Work; (ii) personnel; or (iii) procedures which it may recommend to the Owner.

4.23.2 The Contractor acknowledges that its Standard of Care includes the obligation to perform the Work in a good and workmanlike manner, using new materials (unless expressly stated otherwise), in accordance with all applicable laws and current best practices and standards in the construction industry at the Place of the Work. The Contractor shall cause the Subcontractors and the Contractor’s suppliers to perform the Work in accordance with its Standard of Care.”

Private Property Works SGC 34 Add a new GC 5.5 titled “As-Built Drawings” as follows:

“5.5.1 As the Work progresses, the Contractor shall maintain a complete and accurate record of all changes and deviations from the Contract Documents clearly indicating the Work as actually built and installed. The As-Built Drawings shall be kept at the Place of the Work for review by the Contract Administrator or the Owner.”

8.0 EXTRA WORK

Written Authorization SGC 35 Delete 8.2.2

9.0 VALUATION OF CHANGES AND EXTRA WORK Adjustments of Contract Price SGC 36 Add a new GC 9.6 titled “Adjustments of Contract Price” as follows:

“9.6.1 If the Contractor intends to make a claim for an increase to the Contract Price, or if the Owner intends to make a claim against the Contractor for a credit to the Contract Price, the party that intends to make the claim shall give timely written notice of its intent to
claim to the other party and to the Contract Administrator.

9.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events and keep such records as may be necessary to support the claim.

9.6.3 The party making the claim shall submit within a reasonable time to the Contract Administrator a detailed account of the amount claimed and the grounds upon which the claim is based.

9.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under GC 9.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the Contract Administrator may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

9.6.5 The Contract Administrator’s findings, with respect to a claim made by either party, shall be given by written notice to both parties within 30 Days after receipt of the claim by the Contract Administrator, or within such other time period as may be agreed by the parties. If such finding is not acceptable to either party, the claim shall be settled in accordance with GC 17.

9.6.6 The Contractor represents and warrants that the Contractor, through any policy, direction, employment contract, financial incentive or bonus structure, has not and shall not incentivize the Contractor’s personnel or Subcontractors to make invalid, frivolous or inflated claims for delays, Changes, changes in the Contract Price, or the Work.
9.6.7 If the Contractor makes a claim for delay, Changes, changes in the Contract Price or the Work and the Owner disputes the claim, then:

(1) if such claim is determined through GC 17 to be invalid or it is determined that the price originally claimed by the Contractor is materially more than the final settlement amount, then the Contractor shall be responsible for all of the Owner’s costs in relation to disputing the claim, including the Owner’s administrative and legal costs; or

(2) if such claim is determined through GC 17 to be valid or it is determined that the price originally claimed is not materially more than the final settlement, then the Owner shall be responsible for all of the Contractor’s costs in relation to the advancing the claim, including the Contractor’s administrative and legal costs.”

10.0 FORCE ACCOUNTS

<table>
<thead>
<tr>
<th>Force Account Costs</th>
<th>SGC 37</th>
<th></th>
<th>Delete GC 10.1.1(1) and replace it with the following:</th>
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<tr>
<td></td>
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<td>“(1) labour at the actual cost to the Contractor, including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as workers compensation, unemployment insurance, holiday pay, insurance and all employee benefits. A mark-up of 15% on the total of the foregoing shall be allowed for all overhead and profit.”</td>
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<thead>
<tr>
<th>SGC 38</th>
<th>Delete 10.1.1(4) and replace it with the following:</th>
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<tbody>
<tr>
<td></td>
<td>“(4) Force Account Work performed by a Subcontractor shall be paid for in the lesser of: (i) the amount as provided by subparagraphs (a), (b) and (c) of this GC, plus a mark-up of 7.5%, or (ii) the actual amount the Contractor pays the Subcontractor including a mark-up of 7.5% on such actual cost to cover all overhead and profit.”</td>
</tr>
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11.0 CONCEALED OR UNKNOWN CONDITIONS

Definition of Concealed or Unknown Conditions

SGC 39

Delete GC 11.1.1 and replace it with the following:

“11.1.1 A "Concealed or Unknown Condition" is a surface or subsurface physical condition encountered by the Contractor, including the discovery of an Archaeological Artefact, Foreign Material or a Hazardous Material, in the performance of the Work that:

(1) occurs at the Place of Work;

(2) materially affects the cost of, or the time required for, the performance of the Work; and

(3) differs materially from the conditions disclosed in the Contract Documents or in publically available records such as as-built utility records or apparent in an examination of the Place of Work (including “test pits” or other examinations, if any, that the Owner may have made available) or that were reasonably inferable from such sources based on the Contractor’s Standard of Care.”

Risk of Concealed or Unknown Conditions

SGC 40

Add the followings as a new GC 11.2.2:

“11.2.2 This Contract has been entered into by the Contractor and the Owner on the understanding that the Contractor has, before execution of the Contract, examined the Place of Work and reviewed the Contract Documents and publically available records such as as-built utility records.”

Work Involving Concealed or Unknown Conditions

SGC 41

Add new GC 11.4 as follows:

“11.4.1 If the Contractor encounters conditions at the Place of Work (whether the Contractor anticipated the conditions or not) that do not meet the requirements to be considered Concealed of Unknown Conditions, then the Contractor shall perform, as part of the Work, all necessary activities based on the Standard of Care.”
to allow the Work to proceed. The Contractor shall perform such activities without any adjustment to the Contract Price or Contract Time, provided that if there are specific applicable prices for such Work in the Schedule of Quantities and Prices, then such prices shall apply. Depending on the type of encountered conditions, the Contractor’s activities may include testing, containment, remediation, treatment, removal, transport and disposal of the materials, which may include Hazardous Materials.

11.4.2 Without limiting its other obligations, the Contractor shall comply with the Heritage Conservation Act (British Columbia) if it encounters any Archaeological Artefacts.

11.4.3 If the Place of Work is located within the Riverview Lands (2601 Lougheed Highway, Coquitlam; Lot 1, District Lot 470 & 305, Group 1, NWD Plan LMP22802 PID: 023-052-716), the Contractor shall comply with the Riverview Lands Archaeological Protocol which is available at:

11.4.4 If the Contractor performs Work related to Hazardous Materials, whether as Extra Work or not, all such Work shall be performed in full compliance with all laws applicable to any Hazardous Materials. The Contractor shall not bring to the Place of Work any Hazardous Materials unless expressly required by the Contract Documents.”

13.0 HAZARDOUS MATERIALS

13.0 DELAYS

Delete GC 12.0.

Delay by Owner or Contract Administrator Delete GC 13.1.1(2) and replace it with the following:

“(2) reimbursement by the Owner for directly related out of pocket additional costs reasonably and necessarily incurred by the Contractor as a result of such delay, plus payment of a markup of 15% on such costs shall
be allowed for overhead and profit. No payment shall be owed for lost opportunity or other indirect cost.”

Delete GC 13.9.1 and replace it with the following:

“13.9.1 If Substantial Performance of the Work is not certified on or before the date set out in this Contract, as may be adjusted in accordance with this Contract, (the “Scheduled Substantial Performance Date”), the Contractor will pay to the Owner by way of liquidated damages and not as a penalty the sum of [$\text{POPULATE}$ per day for each and every day after the Scheduled Substantial Performance Date that Substantial Performance of the Work is not achieved (or if the Owner has extended the Contract Time in accordance with this Contract, such other date established for the Scheduled Substantial Performance Date). The maximum aggregate amount of such liquidated damages will be ten percent (10%) of the Contract Price. If this Contract is terminated, the reference in this GC 13.9.1 to the “Contract Price” will be deemed only for purposes of this GC 13.9.1 to be the amount to which the Contractor would have been entitled if the Contractor had properly performed and completed the Work and this Contract had not been terminated. The liquidated damages will not relieve the Contractor from its obligation to complete the Work or from any other duties, obligations or responsibilities of the Contractor under this Contract, and will not limit the Owner’s rights to terminate this Contract for default of the Contractor under this Contract.

The Owner and the Contractor agree that the amount in GC 13.9.1 represents a genuine pre-estimate of the damages and expenses that the Owner is likely to incur for such failure to meet the Scheduled Substantial Performance Date and both parties expressly agree that such amount is not a penalty. The Owner may, in its discretion, either deduct the daily sums in respect of liquidated damages from any amounts payable to the Contractor under this Contract or may require payment thereof by the Contractor on demand.”

15.0 OWNER’S RIGHTS ON CONTRACTOR’S DEFAULT
Bankruptcy

Delete GC 15.1.1 and replace it with the following:

“15.1.1 If:

(1) the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors because of the Contractor’s insolvency, commits an act of bankruptcy or threatens to commit an act of bankruptcy; or

(2) if the Contractor is, at any time, in a Conflict of Interest unless the Owner, in its discretion, (a) provides an opportunity for the Contractor to rectify such Conflict of Interest within such time as may be specified by the Owner or (b) the Owner approves in writing the continuation of the Contract notwithstanding such Conflict of Interest,

then the Owner may, without prejudice to any other of the Owner’s rights or remedies, terminate the Contract by giving the Contractor or receiver or trustee in bankruptcy (if applicable) written notice to that effect.”

Notice of Contractor’s Default

In GC 15.2.1 in the third line after the words “the Owner may” insert the words “, upon certification by the Contract Administrator of such lack of performance by the Contractor,”

SGC 46

In GC 15.2.3(3) add the words “or suspend the Contract period of the period.

SGC 47

Add the following as a new GC 15.3.1(5):

“(5) be entitled, at the Owner’s sole discretion, to issue a written notice to any Subcontractor or supplier indicating that the Owner is exercising its right to have the applicable subcontract assigned to the Owner. In such event, the Contractor shall, at the Contractor’s expense, execute all instruments and documents and take all other reasonable steps requested by the Owner to vest in the Owner all rights,
set-offs, benefits and titles in connection with the subcontract being assigned to the Owner.”

<table>
<thead>
<tr>
<th>Termination for Convenience</th>
<th>SGC 48</th>
<th>Add the following as a new GC 15.4:</th>
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<td>“15.4.1 In addition to its right to terminate the Contract for cause set out herein, the Owner may terminate this Contract at any time for any other reason and without cause upon giving the Contractor written notice to that effect. In such event, the Contractor shall be entitled to be paid for all Work performed including reasonable profit, for loss sustained upon products and construction equipment and such other damages as the Contractor may have sustained as a direct result of the termination of the Contract, but in no event shall the Contractor be entitled to be compensated for any loss of profit for unperformed portions of the Work, or indirect, special or consequential damages incurred.”</td>
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<thead>
<tr>
<th>16.0 CONTRACTOR’S RIGHTS ON OWNER DEFAULT</th>
<th>SGC 49</th>
<th>Delete 16.4.1(2).</th>
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<tbody>
<tr>
<td>SGC 50</td>
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<tr>
<th>17.0 DISPUTES</th>
<th>SGC 51</th>
<th>In GC 17.3.2, delete both references to “3 Days” and replace with “5 Days”.</th>
</tr>
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<tbody>
<tr>
<td>Dispute Notice</td>
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<tr>
<th>18.0 PAYMENT</th>
<th>SGC 52</th>
<th>Add the following as a new GC 18.1.5:</th>
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<tr>
<td></td>
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<td>“The Contract Price covers and includes all profit and costs and expenses incurred by the Contractor whatsoever in performing the Work. Any Work called for in the Specifications or shown or implied on the Drawings or otherwise necessary for the completion of the Work, which is not specifically listed as a separate payment item, shall be deemed incidental to the general purpose of the Contract and no separate payment</td>
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item shall be made on account of any such *Work*, but the cost of any such *Work* shall be included in the unit prices or lump sum prices for the various other items of *Work*.”

| Preparation of Payment Certificate | SGC 52 | In GC 18.1.1, delete “5 Days” and replace with “10 Days”. |
| Payment | SGC 53 | In GC 18.5.1, delete “15th Day” and replace with “20th Day”. |
| Holdback and Set-Off | SGC 54 | Add the following at the end of GC 18.4.4: |

“The *Contractor* shall pay or cause to be paid promptly when due all claims, debts and charges against the *Contractor* or *Subcontractors* engaged by the *Contractor* which might become a lien arising out of the *Work* performed or materials furnished by the *Contractor* or any *Subcontractors* under the *Contract*, and, except for liens related to non-payment by the *Owner*, shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the *Place of Work* or related land, regardless of whether the basis of such lien is a claim against the *Contractor* or any *Subcontractor*.”

|  |  | SGC 55 | Add the following as a new GC 18.4.6: |

“18.4.6 Without limiting the *Owner’s* other rights in GC 18.4, the *Owner*, at its sole and absolute discretion, may retain and set-off out any payment owing to the *Contractor* the amount of any outstanding liens, claims or any other indebtedness which may have been incurred by the *Contractor* in performing the *Work* and for which the *Owner* may in any way be held responsible. "Other indebtedness" means only such liability incurred by the *Contractor* to 3rd parties, any liability arising out of statutory requirements or, in the case of the *Contractor’s* workers, any liability arising out of collective bargaining agreements, legislation applying to worker’s compensation, employment insurance or minimum wage standards.”
Delete GC 18.6.1 and replace it with the following:

“18.6.1

Without limiting the Contractor’s rights under Builders Lien Act, when the Contractor considers that it has achieved Substantial Performance of the Work, the Contractor shall, within one Working Day, deliver to the Contract Administrator and the Owner a written application requesting a review by the Contract Administrator to establish Substantial Performance of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

Upon receipt of the application, the Contract Administrator will verify the application and will review the Work and the list provided by the Contractor setting out the estimated values of deficient and incomplete items of Work, which values will be subject to the Owner’s approval. The Contract Administrator shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor’s application: .1 advise the Contractor in writing that the Contractor has not achieved Substantial Performance of the Work and give reasons why; or .2 issue a Certificate of Substantial Performance of the Work to each of the Owner and the Contractor stating the date of Substantial Performance of the Work.

Immediately following the issuance of the Certificate of Substantial Performance of the Work, the Contractor, in consultation with the Contract Administrator and the Owner, shall establish a date for achieving Total Performance of the Work, which date shall be in accordance with Article 1.1.2 of the Agreement. The Owner may, until all of the deficient and incomplete or outstanding Work is rectified or completed to the satisfaction of the Contract Administrator, withhold the following amounts from any payments to the Contractor:

.1 the aggregate amount, if any, determined pursuant to this GC multiplied by two; and
.2 the amount, if any, determined pursuant to GC 18.4

If the Contract Administrator reviews the Work pursuant to this GC and determines that the Substantial Performance of the Work was not achieved, the Contractor shall be responsible for all reasonable costs incurred by the Owner in connection with subsequent inspections to determine if the Substantial Performance of the Work is achieved.”

SGC 57  
Add a new GC 18.6.7 as follows:

18.6.7 If not submitted at the time of the request for the Certificate of Substantial Performance, then no later than thirty (30) calendar days following issuance of the Certificate of Substantial Performance, the Contractor shall provide to the Owner all service contracts, manuals, manufacturer’s inspections, certifications, guarantees and warranties and assignments of all guarantees and warranties as specified in the Contract Documents.”

Total Performance  
SGC 58  
Delete GC 18.7.3 and replace it with the following:

“18.7.3 When the Contractor considers that it has achieved Total Performance, the Contractor shall submit an application for a Certificate of Total Completion. The Contractor shall, in addition to any other requirements in the Contract regarding payment applications or achieving Total Performance, provide the Contract Administrator with the following as a condition of achieving Total Performance:

(1) a sworn declaration in accordance with GC 18.2.2, sworn by a knowledgeable officer or senior management employee of the Contractor as the case may be;

(2) evidence satisfactory to the Contract Administrator and the Owner that there are no
liens registered against or otherwise claimed in respect of any portion of the Work;

(3) complete reports and certification by all testing, cleaning or inspection authorities or associations as specified in the Contract Documents;

(4) if applicable, a complete demonstration of all mechanical and electrical systems and electrically operated devices to the Owner's operating and maintenance staff and any training required by the Specifications, to the Owner's satisfaction;

(5) a complete maintenance and operating manual, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the Contract Documents;

(6) the As-Built Drawings and specifications in hard copy and electronic format;

(7) current certification by the Workers Compensation Board that the Contractor and all Subcontractors are in good standing;

(8) all documents specified in Supplementary Specification item no. 1 (SSP); and

(9) a report summarizing employment including the use of employees with barriers and use of apprentices.

18.7.4 The Contract Administrator shall, no later than 10 calendar days after the receipt of an application for a Certificate of Total Completion from the Contractor, review the Work to verify the validity of the application and advise the Contractor in writing whether a Certificate of Total Performance shall be awarded or give reasons why it shall not be awarded.

18.7.5 When the Contract Administrator finds that the Contractor has achieved Total Performance, the
Contract Administrator shall a Certificate of Total Performance and shall issue payment with 20 Days less any monies properly retained by the Owner pursuant to the terms of this Contract and less any other third party monetary claims against the Contractor which are enforceable against the Owner.”

**Waiver of Claims**  SGC 59  
Delete GC 18.9.3 and GC 18.9.4.

**20.0 LAWS, NOTICES, PERMITS AND FEES**  
Permits Required  SGC 60  
Add the following at the end of GC 20.2.1:

“The Contractor is responsible to coordinate and pay for all fees required by the authorities having jurisdiction and all utility companies (e.g., BC Hydro, Fortis BC and Telus) for any Work affecting the existing or proposed infrastructures of the prevailing authorities and utilities companies.”

**21.0 WORKERS COMPENSATION REGULATIONS**  
Safety  SGC 61  
Add the following as new GC 21.4:

“21.4.1 The Contractor shall be responsible for the safety of its workers, the workers of Subcontractors and suppliers, and for all other persons who enter the Place of the Work, and their plant and equipment, whether during working hours or not. The Contractor shall install such hoardings and signs subject to Owner specifications and incorporate such safety and security measures as may be necessary to ensure the safety of the persons referred to above.

At no additional cost to the Owner, the Owner has the right to remove or restrict from the Place of the Work any of the Contractor’s or Subcontractors’ employees up to and including senior leadership, for safety infractions or for unsatisfactory performance of his or her safety responsibilities in accordance with WorkSafeBC Regulations or this Contract. Any such removal or restriction shall be accompanied by a written statement that outlines the reason for the
removal or restriction. Time extensions shall not be permitted as a result of any removal in accordance with this GC.

Without limiting its obligations as “prime contractor”, the Contractor shall:

1. comply with, and ensure compliance by Subcontractor, including suppliers, with, the Workers Compensation Act (British Columbia) and its regulations including the Occupational Health & Safety Regulations, WHIMIS regulation and the transportation of hazardous substances or dangerous goods requirements and obligations;

2. be responsible for ensuring that the Work undertaken by the Owner’s own forces or Other Contractors are coordinated with the Work so as to avoid or minimize any hazardous situations;

3. pay assessments or compensation required to be paid under applicable legislation. If Contractor or any Subcontractor fails to pay any due assessment or compensation, the Owner may make such payment on behalf of Contractor or any Subcontractor, but shall not be obliged to do so. Contractor shall reimburse the Owner the amount of such payment on demand. The Owner may set off any amounts paid against money otherwise owed to the Contractor;

4. prior to commencement of construction Work, deliver the “Notice of Project” required the regulations of Workers’ Compensation Act (British Columbia); and

5. immediately inform the Owner if the Owner’s own forces or Other Contractors retained by the Owner attend at the Place of the Work without prior notification to the Contractor.”
Add the following as a new GC 23.5:

“23.5.1 The Contractor shall appoint an employee to assume the responsibilities of Site Safety Coordinator for the duration of Work.

23.5.2 The Contractor shall perform the Work in accordance with the Workers’ Compensation Act (British Columbia) and all Work Safe BC requirements and regulations at all times. The Contractor shall pay particular attention to the requirements related to shoring, for work in proximity to power lines and for entry to and work in confined spaces. If the prevailing jurisdiction’s safety regulations are more stringent requirements, then the Contractor shall comply with such requirements.

23.5.3 The Contractor shall be responsible for the safety of all persons and property on or about the Site and for ensuring that the Work is performed in accordance with all applicable safety requirements.

23.5.4 The Contractor shall develop, maintain and supervise a comprehensive safety program for the duration of the Work. The Contractor shall obtain the Owner and the Contract Administrator’s approval prior to implementing the program. The Contractor shall provide a copy of the approved safety program to the Contract Administrator prior to the commencement of construction. The Contractor shall then effectively incorporate and implement all required safety precautions. The program shall, at a minimum, respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders, and general construction practices for the safety of persons or property, including without limitation any general safety rules and regulations of the Owner and any Worker’s Compensation or Occupational Health
and Safety legislation or regulations that may be applicable (e.g. WHMIS).

23.5.5 Without limiting its other obligations with respect to safety, the Contractor shall comply with the following safety requirements:

(1) **Safety Officer**: The Contractor shall designate a safety officer who shall be qualified and authorized to supervise and enforce compliance with the safety program;

(2) **Safety Meetings**: The Contractor shall arrange regular safety meetings at no expense to the Owner. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities where required;

(3) **Safety Equipment**: The Contractor shall supply and maintain, at no expense to the Owner, at its office or other well-known place at the job-site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities;

(4) **Fire Prevention and Protection**: The Contractor shall perform all Work in a fire-safe manner. The Contractor shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the job-site adequate and proper fire fighting equipment.

(5) **Accidents**: Except as otherwise agreed to in the Contract, the Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the Site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor’s care.
in accordance with applicable legislative and regulatory requirements.

The Contractor shall promptly report in writing to the Contract Administrator all accidents of any sort arising out of or in connection with the performance of the Work whether on or adjacent to the Site, giving full details and statements of witnesses. If death or serious injuries or damages occur, the accident shall be promptly reported to the Contract Administrator by telephone or email in addition to any reporting required under Provincial law and regulations.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report in writing to the Contract Administrator and Owner, giving full details of the claim.

(6) Confined Space: At all times the Contractor shall employ safety procedures required by WCB. The Contractor shall, at a minimum, provide sufficient training in the following areas:

(a) confined space rescue;
(b) confined space entry;
(c) ventilation;
(d) atmospheric monitoring;
(e) self-contained breathing apparatus; and
(f) personal protective equipment.

The Contractor shall demonstrate an understanding and working knowledge of confined space entry practices and all equipment required to carry out the Work.
(7) **Material Safety Data Sheet:** The Contractor shall fully comply with the Material Safety Data Sheet (MSDS) for all applicable material on-site.”

### 22.0 INDEMNIFICATION

SGC 63

Add the following as a new GC 22.4:

“22.4 Notwithstanding anything in the **Contract** to the contrary, neither party shall be liable to the other for any indirect or consequential damages, including lost profits arising under this **Contract**, whether such liability arises in contract, indemnity, tort, or any other legal theory.”

### 24.0 INSURANCE

SGC 64

 *(Delete this SCC for projects valued at less than $1,000,000 and use the provisions in GC 24.0)*

Delete GC 24.0 and replace with the following:

“24.1.1 Without restricting the generality of GC 22 — INDEMNIFICATION, the **Owner** will obtain, maintain and pay the insurance for this project under the **Owner Controlled Insurance Program** as undernoted:

(a) **Wrap-up Liability Insurance**

1) Commercial General Liability Insurance with a limit of Ten Million Dollars ($10,000,000.00), inclusive per occurrence, 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**, **Contractors** and **Subcontractors**, architects, engineers, the **Contract Administrator** 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 project site. The insurance does not extend to any activities, works, jobs or undertakings of the insureds 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 Products and Completed Operations Liability (twenty-four (24) months);

   .02 Cross Liability (or Severability of Interests);

   .03 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Subsurface Work and Grading, as applicable;

   .04 Limited Pollution Liability (Two Million Dollars ($2,000,000.00));

   .05 Broad Form Tenants Legal Liability (One Million Dollars ($1,000,000.00));

   .06 Operation of Attached Machinery; and

   .07 Forest Fire Fighting Expenses (One Million Dollars ($1,000,000.00)).

5) Any applicable deductible shall not exceed Ten Thousand Dollars ($10,000.00) except with respect to loss or damage arising from hot roofing operations where the deductible shall not exceed Twenty-Five Thousand Dollars ($25,000.00).

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.

If the Work includes a renovation involving hot roofing work, the roofing contractor will provide, maintain and pay for a liability policy insuring hot roofing operations with a limit of Two Million Dollars ($2,000,000) inclusive per occurrence against bodily injury and property damage. The Owner shall be added as an additional insured. This policy will be treated as primary coverage and the Owner’s Wrap up Liability Insurance will be treated as excess coverage.

This insurance shall be maintained continuously from commencement of hot roofing work until such work is completed.

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 Liability;
.07 Non-Owned Automobile Liability;
.08 Cross Liability;
.09 Employees as Additional Insureds; and
.10 Broad Form Property Damage.

(b) Property Coverage

1) Course of Construction 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 (excluding Alaska) during construction, erection, installation and testing, but such coverage shall not include coverage for Contractor's equipment of any description. Such coverage shall be maintained continuously from commencement of the Work until Substantial Performance. There will be a deductible of Ten Thousand Dollars ($10,000.00) for each and every occurrence where the project value is Ten Million Dollars ($10,000,000.00) or less and a deductible of Twenty Five Thousand Dollars ($25,000.00) for each and every occurrence where the project value is exceeding Ten Million Dollars ($10,000,000.00) except for the peril of earthquake which shall have a five percent (5%) deductible of the total project value at the time of the loss, subject to a minimum of Two Hundred Fifty Thousand Dollars ($250,000.00) and flood and water damage perils (including sewer and drain back up) which shall have a deductible not exceeding Twenty Five Thousand Dollars ($25,000.00). A one day waiting period for each month of the project term subject to a minimum waiting period of thirty (30) days shall apply with respect to soft costs.

2) The coverage shall include as a protected entity, the Contractor and each Subcontractor, architect or engineer who is engaged in the Work.

3) The coverage will contain a waiver of the Owner's rights of subrogation against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

The Contractor shall, at its own expense, take special precaution to prevent fires occurring in or about the site and shall observe, and comply with, all insurance policy warranties.
and all laws and regulations in force respecting fires.

(c) Automobile Liability Insurance

The Contractor (or Contractor’s Subcontractors) shall provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles 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. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to the Owner. ICBC confirmation of automobile insurance coverage in the form of a completed APV47 shall be used as satisfactory evidence of coverage.

(d) Contractor’s Pollution Liability Insurance

When applicable, the Contractor (or Contractor’s Subcontractors) shall provide, maintain and pay for Contractor’s Pollution Liability, where the Contractor’s performance (or Contractor’s Subcontractors performance) of the Work is associated with hazardous materials clean-up, removal and/or containment, transit and disposal. This insurance must have a limit of liability not less than Two Million Dollars ($2,000,000.00) inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof. The Owner must be included as an additional insured but only with respect to liability arising out of the Contractor’s performance of the Contract. Such insurance must include sudden and accidental and gradual pollution events for third party liability including ongoing and completed operations and shall not be impaired by any, biological contaminants (without limitation, mould and bacteria), asbestos, or lead exclusions. Any “insured vs. insured” exclusion shall not prejudice coverage for the Owner and shall not affect the Owner’s ability to bring suit against the Contractor as a third party.

This insurance shall be maintained continuously from commencement of the work involving hazardous materials clean-up, removal and/or
containment, transit and disposal until such work is completed and including a twenty-four (24) month extended reporting period if any such insurance is provided on a claims-made basis.

(e) Aircraft or Watercraft Liability

The Contractor (or Contractor’s Subcontractors) shall provide, maintain and pay for liability insurance with respect to owned or non-owned aircraft or 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) inclusive per occurrence for bodily injury, death, and damage to property including loss or use thereof and including aircraft passenger hazard where applicable. The Owner must be included as an additional insured but only with respect to liability arising out of the Contractor’s performance of the Contract. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to the Owner. This insurance shall be maintained continuously from commencement of the work involving aircraft or watercraft until such work is completed.

(f) Commercial General Liability Insurance

The Contractor shall provide, maintain and pay for Commercial General Liability Insurance in an amount not less than Five Million Dollars ($5,000,000.00) inclusive per occurrence against bodily injury and property damage. The Owner is to be added as an additional insured under this policy and it must be endorsed to provide the Owner with thirty (30) days advance written notice of cancellation, or adverse material change. Any deductible applicable to property damage shall not exceed Five Thousand Dollars ($5,000.00) or such other reasonable deductible.

This insurance shall be maintained continuously from commencement of the Services (including Temporary 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. This insurance shall include coverage for cross liability.

24.1.2 The description of the Owner arranged insurance described herein is provided on a summary basis only and is not a statement of the actual policy terms and conditions. The Owner does not represent or warrant that the Owner arranged insurance contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage provided by the Owner arranged insurance, to review all policies pertaining thereto and to obtain any other insurance that it may be prudent for the Contractor to obtain.

The Contractor shall provide, maintain and pay for any additional insurance which they are required to provide by law or which they consider necessary.

24.1.3 The Owner shall, upon request, provide the Contractor with proof of insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work and subsequent certified copy of policies within a reasonable time period thereafter.

24.1.4 Where applicable, any Contractor insurance required under this section 24.1 must be endorsed to provide the Owner with thirty (30) days advance written notice of cancellation, or adverse material change.

24.1.5 The Contractor and/or Contractor's 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.

24.1.6 The Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Contractor prior to the commencement of the Work in the form of a completed certificate of insurance. The Contractor shall also provide a certified copy of any required policies to the Owner upon request. The Contractor must cause all Subcontractors to comply with the insurance requirements outlined herein.
24.1.7 The Owner shall not be responsible for injury to the Contractor’s employees or for loss or damage to the Contractor’s or to the Contractor’s employees’ machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time to time, or at the termination of the contract, be removed from the premises. The Contractor hereby waives all rights of recourse against the Owner or any other contractor with regard to damage to the Contractor’s property.”

27.0 GENERAL

27.1 Waste Management  SGC 65

Add the following as a new GC 27.1 titled “Waste Management” as follows:

“27.1.1 The Owner is committed to reducing waste in all aspects of its business. The Owner has set construction waste management targets in the “BC Housing Livegreen plan” and the “BC Housing Design Guidelines and Construction Standards”. For Work located:

(1) in the Lower Mainland or on Vancouver Island, the Contractor shall achieve at least 80% waste diversion from landfill; and

(2) in parts of British Columbia not covered by GC 27.1.1(1), the Contractor shall achieve at least 60% waste diversion from landfill.

27.1.2 The Contractor shall follow the procedures set out in the “BC Housing’s Design Guidelines and Construction Standards”.

27.1.3 A waste management tracking form is available at: https://www.bchousing.org/publications/Contractors_Waste_Management_Form.xlsx. The Contractor
shall use this form to record all waste products by weight, but excluding *Hazardous Waste*.

27.1.4 The *Contractor* shall submit a completed waste management tracking form to the *Owner* at each of the following milestones:

1. completion of demolition (if applicable);
2. 50% construction progress claims; and
3. *Substantial Performance*.

27.1.5 The *Owner* shall provide, upon the *Contractor*’s request, a hazardous waste tracking form for use with hazardous materials. The *Contractor* shall use this form to record all *Hazardous Waste* encountered during the *Work*. Where *Hazardous Waste* exist at the *Place of Work*, the *Contractor* shall submit a hazardous waste tracking form with each application for payment until all *Hazardous Waste* has been removed, as determined by the *Owner*.

27.1.6 If the *Contractor* fails to submit a waste management tracking form, a hazardous waste tracking form or submits incomplete forms, until the failure is rectified the *Owner* may retain a deficiency holdback for each failure in the following applicable amount:

1. $10,000 for new construction projects; and
2. $5,000 for demolition or renovation projects.

The above holdback right is in addition to any other holdback right the *Owner* has under this *Contract*.

27.2 Confidentiality SGC 66

Add new a GC 27.2 titled “Confidentiality” as follows:

“27.2.1 The *Contractor* agrees that it shall not, except as required by law or with the *Owner*’s prior written consent, disclose to anyone or use for any purpose other than performing the *Work* any information concerning the *Owner* or the *Work*, whether such information was disclosed by the *Owner* or obtained by the *Contractor* through its own investigations and inquiries. The *Contractor* shall reveal such
information only to such Contractor’s representatives (and not to any other persons) who need to know the same for the purpose of performing the Work and who are informed of and instructed to comply with the provisions of this section. If this Contract is terminated for any reason whatsoever, if requested by Owner, the Contractor shall deliver forthwith to the Owner all documents, records and reports and all other information or data relating to the Work, including all copies thereof, which the Contractor obtained from the Owner or otherwise obtained in the course of their own investigations, and shall keep in strict confidence all such information and all discussions between the Owner and the Contractor with respect to the Work. The obligations of the Contractor under this section shall survive any termination or expiry of this Contract.

27.2.2 Without prejudice to any other rights and remedies that the Owner may have, the Contractor agrees that damages may not be an adequate remedy for a breach of this GC, and that the Owner shall, in such case, be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this GC.”

27.3 Records and Audit

Add new a GC 27.3 titled “Records and Audit” as follows:

“27.3.1 The Contractor shall keep and maintain full and detailed records for six years after the expiry of the Maintenance Period, including all records, reports and other documentation required under this Contract. During this period, the Owner, the Contract Administrator and the Owner’s representatives may on request, and acting reasonably, require copies of, inspect and audit all books, invoices and records of the Contractor that relate to any Changes, Change Orders, delays, claims or disputes by the Contractor, including quotations and invoices by Subcontractors, including suppliers. The Owner may be assisted by a third-party audit firm of the Owner’s choice. In conducting the audit, the Ownershall have all powers necessarily incidental to conducting an audit, including the right to have reasonable access to the
Contractor, its offices and its personnel and to inspect and take copies of any record.

27.3.2 If the Owner provides notice to the Contractor that the Owner is conducting an audit, the Contractor shall promptly provide all information reasonably requested by the Owner or its audit firm. The Contractor shall cooperate with the Owner and its audit firm in the conduct of any audit and shall promptly review and settle with the Owner all matters arising from such audit, including the refunding of monies to the Owner, if applicable.

27.3.3 The Contractor shall ensure that all direct and indirect contracts with Subcontractors, including suppliers, contain an agreement to be bound by the terms of this GC and to provide access to the Owner and its third-party audit firm to perform an audit in accordance with this GC. The Contractor agrees that both the Owner and its third-party audit firm may request information to support an audit directly from any of the Subcontractors or the Contractor’s suppliers, and the Contractor shall not prevent or influence its Subcontractors or suppliers from supplying the information.

27.3.4 Notwithstanding the above, subject to applicable law, the right to review, inspect audit or copy shall not extend to financial statements of the Contractor, Subcontractor or the Contractor’s suppliers or to the composition of agreed upon lump sums, fixed unit rates or percentages, except to the extent access to such information is necessary to validate the cost of a Change or Change Order.”

27.4 Duty to Mitigate  SGC 68 Add a new GC 27.4 titled “Duty to Mitigate” as follows:

“27.4.1 In all cases where the Contractor is entitled to receive from the Owner any additional compensation or any costs, damages or extensions of time, the Contractor shall use all reasonable efforts to mitigate such amount required to be paid by the Owner to the Contractor under this Contract, or the length of the extension of time. Upon request from the Owner, the Contractor shall promptly submit a detailed
Add a new GC 27.5 titled “Reference Information” as follows:

“27.5.1 The Owner may have provided the Contractor with Reference Information regarding the Work and the Site. The Owner makes no representation whatsoever as to the accuracy or completeness of any information in the Reference Information, and the Contractor specifically acknowledges that the Owner assumes and accepts no responsibility that any Reference Information, is accurate or completely describes actual site conditions that may affect the Work.”

Add a new GC 27.6 titled “BC Housing Step-In Rights” as follows:

“27.6.1 If BC Housing is not identified as the Owner in the Agreement, then, notwithstanding anything else in the Contract, the Contractor and the Owner shall comply with this GC.

27.6.2 If the Owner defaults on any of its obligations in this Contract, before the Contractor may exercise any right to suspend the Work or to terminate the Contract in accordance with GC 16.0, the Contractor shall provide written notice to BC Housing setting out the details of the Owner’s default (an “Owner Default Notice”). From the date of receipt of the Owner Default Notice, BC Housing shall have 15 calendar days to provide the Contractor with a step-in notice (the “Step-In Notice”). The Contractor may only suspend or terminate this Contract if:

(1) BC Housing does not provide a Step-In Notice within the above time period; or

(2) the default is not rectified within 30 calendar days from receipt by BC Housing of the Owner Default Notice, provided that the Contractor
and BC Housing may mutually agree to extend such rectification period.

27.6.3 Before:

(1) the Owner approves a Change Order; or

(2) either the Owner or the Contractor provides its consent to an assignment of the Contract or a portion thereof (other than to BC Housing) pursuant to Article 7.2 of the Agreement; or

(3) the Owner and the Contractor resolve a claim pursuant to GC 17.0 where the resolution results in a change to the Contract Price, a change in scope of the Work, or an extension of Contract Time,

the Owner or the Contractor, as applicable, shall notify BC Housing in writing and obtain prior written approval of such actions from BC Housing.

27.6.4 The Contractor:

(1) shall include BC Housing as a dual obligee on the bonds required by Article 5.1 of the Agreement;

(2) indemnifies BC Housing to the same extent as the Contractor indemnifies the Owner pursuant to GC 22; and

(3) agrees and acknowledges that BC Housing has the same right of inspection, review and audit as the Owner.”

Add a new GC 27.7 titled “Public Statements and Signs” as follows:

“27.7.1 The Contractor shall not make any public statement with respect to the Work or the Contract without the prior written consent of the Owner.

27.7.2 The Contractor shall not erect or permit the erection of any sign or advertising at or near the Place of the
Work without the prior written approval of the Owner.”
PART D

SUPPLEMENTARY SPECIFICATIONS (SSP)

The following supplementary specifications form part of the Contract and modify, deleted and add to the Master Municipal Construction Documents, Platinum Edition, 2009's Specifications.

Where any section, paragraph or subparagraph in General Conditions is amended, deleted or superseded by any of the following, the provisions of such section, paragraph or subparagraph not so amended, deleted or superseded shall remain in effect.

01 33 01 – Project Record Documents

SSP 1

Replace the existing clause 1.8.1 with the following:

The Contractor shall be responsible to submit As Constructed Information to the Contract Administrator as outlined below. The sufficiency and adequacy of Contractor submitted as-constructed drawings markups complete with survey file(s) is solely determined by the Contract Administrator.

The Contractor shall provide field survey records during construction and upon completion to document record information on all roadwork and utility construction. All applicable items outlined below shall be provided to the Contract Administrator prior to Total Performance:

[Amend these items as appropriate for the project]

1.0 Roadworks

1.1 Confirmation of all horizontal and vertical design information. Any deviation from “Issued for Construction” design is to be surveyed and/or noted to allow for updating of “As Constructed” drawing submission;

1.2 Location and width of driveway locations to the closest lot line; and

1.3 If there is NOT a Storm Sewer (drainage) plan, location (x,y) and rim elevation of catchbasins to be provided as part of the Roadworks As Constructed information submission.

2.0 Storm Sewer
2.1 Offset of Storm Sewer Main to Property Line confirmed;

2.2 Storm pipe material type and diameter confirmed;

2.3 Manhole information - Location (x,y), diameter, rim elevation;

2.4 Service locations (inspection chambers) dimensioned to the closet lot line, diameter, elevation at property line;

2.5 For service locations that are not perpendicular to main, provide adequate information to allow for drafting of service. (i.e., ’y’ location from downstream manhole, as well as dimension to closet lot line at property line);

2.6 Catchbasin locations (x,y), rim elevation. Sufficient catchbasin lead information to be supplied to allow drafting of information;

2.7 Lawn drain locations (x,y), rim elevation, diameter and depth. Sufficient lawn basin information to be supplied to allow drafting of information; and

2.8 Storm Main inverts to be confirmed. Inside and outside drops to be noted.

3.0 Sanitary Sewer

3.1 Offset of Sanitary Sewer main to property line confirmed;

3.2 Sanitary pipe material type and diameter confirmed;

3.3 Manhole information: location (x,y), diameter, rim elevation;

3.4 Service locations (inspection chambers) dimensioned to closet lot line, diameter, elevation at property line;

3.5 For service locations that are not perpendicular to the main, provide adequate information to allow for drafting of service. (i.e., ’y’ location downstream manhole, as well as dimension to closet lot line at property line);

3.6 For Sanitary Forcemains, adequate information to be provided to allow for drafting of information (i.e., locations (x,y,z) of any significant horizontal and/or vertical bends or deflections); and

3.7 Sanitary main inverts to be confirmed.

4.0 Waterworks
4.1 Offset of Watermain to property line confirmed;
4.2 Main material type and diameter confirmed;
4.3 Service locations dimensioned to closet lot line, diameter, depth at property line;
4.4 Service locations that are not perpendicular to main, provide adequate information to allow for drafting of service (i.e., dimension at main from closet fitting, as well as dimension to closet lot line at property line);
4.5 Location \((x,y)\) of Main intersections (bends, tees, crosses);
4.6 Location \((x,y)\) of Hydrants;
4.7 Location \((x,y,z)\) of vertical bends and deflections

5.0 Streetlighting/Traffic Signals

5.1 Offset of conduit to property line confirmed;
5.2 Location \((x,y)\) of streetlight and traffic signal bases;
5.3 Location \((x,y)\) of conduit stub ends; and
5.4 Location \((x,y)\) of junction boxes

6.0 Other

6.1 Location and elevation \((x,y,z)\) of any significant ground features (retaining wall location and height, edge of brick decks, start and end points of guard rails, CMB’s etc.);
6.2 Street sign locations \((x,y)\) and sign type; and
6.3 All drawings in the “Issued for Construction” set are to be confirmed as “constructed” (i.e., planting, irrigation, retaining walls etc.). Any deviation from the original design is to be noted with adequate information to allow for drafting of “As Constructed” drawings.

The requirements for maintaining traffic flow on roads including adjoining streets, and the extent and timing of street and highway lane closures are:

.1 Work zone traffic controls shall be in accordance with the “Traffic Control Manual for Work on Roadways” as published by the Highway Engineering Branch, Provincial Ministry of Transportation and Highways;

The Contractor shall be responsible for preparation and submission of a detailed Traffic Management Plan (TMP),
which shall be approved by the prevailing jurisdiction's traffic authority prior to commencing construction. The TMP should be available for the pre-construction meeting. The Traffic Management Plan should include but not be limited to:

i) The location of any signs, lane closures and traffic control personnel during the construction period.

ii) Pedestrian / wheelchair / cyclist detour routes including locations of corresponding signs.

iii) Access around temporary works including bypass pumping works;

.2 No roadwork shall be permitted, nor material or equipment left on the roadway outside the authorized hours of work, unless otherwise approved by the prevailing jurisdiction's traffic authority;

.3 All lanes shall be opened to traffic outside the authorised construction times unless otherwise approved by the prevailing jurisdiction's traffic authority;

.4 There is to be no parking of any non-essential vehicles on the roadway (including within the section of lane that is closed);

.5 No excavation in the paved roadway shall be left open overnight or during the Day when open for traffic, the excavation shall be back-filled, and/or steel plates placed to cover the excavation to allow for the passage of traffic. At the discretion of the prevailing jurisdiction, steel plates may be installed to cover the excavation to provide for the passage of pedestrians, cyclists and vehicle traffic, provided they are confirmed by a professional engineer for each occurrence to withstand the appropriate loading encountered on a highway and they are pinned securely to the roadway, with asphalt ramping be placed around the plates at approximately 4:1 slope (0.5m) to reduce transfer of vibration. Road plating shall not exceed 12.0m in length;

.6 Safe pedestrian and cyclist passage and access to adjacent properties shall be maintained at all times;

.7 [Replace with BC Transit requirements where applicable] Coast Mountain Bus Company (CMBC) shall be advised at least 72 hours in advance of any works that shall occur in Bus Stops or Bus Zones, by email to special.events@coastmountainbuscompany.com Forms
may be provided by CMBC requiring the Contractor to complete them and submit along with any supporting documentation as required by CMBC;

.8 Any weekend work proposed on roadways shall require prior approval from the prevailing jurisdiction’s traffic authority and shall be in accordance with prevailing jurisdictional bylaws and ordinances for noise levels and public safety.

.9 Any work near or within an intersection shall be conducted so that traffic is maintained in all directions at all times, unless otherwise approved the prevailing jurisdiction's traffic authority;

.10 At the approaches to signalised intersections extreme care is to be taken to avoid damage to traffic conduits and conductors including vehicle detector loops and leads. It is the Contractor’s responsibility to check with the prevailing jurisdiction's traffic authority to ensure that its specific requirements are addressed with respect to traffic signals and conduits;

.11 The prevailing jurisdiction's traffic authority is to be advised if any vehicles or equipment are positioned over the detector loops while work proceeds. Temporary reprogramming of the traffic controller may be required;

.12 Existing traffic control devices shall be respected at all times (only a peace officer [such as the RCMP] has the authority to override intersection traffic signals);

Specific Requirements

.14 Advanced warning signs and/or changeable message boards (total TBD) of the roadwork dates and restrictions shall be installed a minimum of three (3) working Days prior to the start of construction. The Contractor is responsible for the production, installation, maintenance and removal of all advance warning signs; including the installation of changeable message boards for advanced warning at the locations as indicated by the prevailing jurisdiction's traffic authority. The message boards shall reflect updated information regarding the construction and its impacts on traffic;

.15 Minimum lane requirements as indicated by the prevailing jurisdiction's traffic authority on all roads shall be
maintained during the works and whenever possible traffic control be removed from the roadway to allow free flowing traffic;

.16;

.17 Temporary parking restrictions, if required, may need to be installed by the prevailing jurisdiction’s traffic authority and a cost may apply; Contractor installed signs are permitted, but may not be enforceable by the prevailing jurisdiction’s traffic authority;

.18 Night works occurring between 8:00 PM – 7:00 AM or outside any other hours as defined by the prevailing authority may require the application for and granting of a variance from the prevailing jurisdiction. The Contractor is responsible for obtaining such permission from the prevailing jurisdiction and shall inform the Owner and the Contract Administrator of any additional time required to secure such permission from the prevailing jurisdiction;

.19 The Contractor shall ensure uninterruptible access for emergency vehicles to all the properties and businesses surrounding the location of the Work at all times.

Replace the existing clause 1.5.1 with as follows:

Payment for Traffic Control, Vehicle Access and Parking, including meeting all the requirements of SSP 2, shall be as follows:

To be determined through discussion with the prevailing jurisdiction.
Re-use of suitable excavated materials may be permitted by the Contract Administrator in lieu of granular fill in special cases provided that the following conditions are met:

a) Excavated Asphalt Pavement

Excavated asphalt pavement may not be re-used unless it is incorporated into recycled aggregate material and is approved by Contract Administrator.

b) Excavated Gravel

The suitable excavated gravel material located below the asphalt pavement or located on the adjacent shoulder may be re-used on the job site, but only in place of general fill or in place of granular sub-base, and only if such material is not contaminated during excavation with silt, topsoil or other deleterious materials. The requirement for maximum percent passing #200 sieve shall be met.

c) Excavated Sand

Confirm (and list here) requirements with prevailing jurisdiction, if using this provision.

d) Recycled Aggregate Materials

Confirm (and list here) requirements with prevailing jurisdiction, if using this provision.

e) Excavated Native Materials

Confirm (and list here) requirements with prevailing jurisdiction, if using this provision.

Replace the existing clause 1.6.1 with as follows:

Payment includes all the requirements specified in SGC 39, SSP 5, SSP 6, as well as erosion and sediment control including providing plans, implementation monitoring, maintenance and removal. Payment shall be made in lump sum basis as follows:

a) To be determined through discussion with the prevailing jurisdiction.
Add new clause 1.9.1 as follows:

In addition to the requirements in MMCD Section 01 57 01, the Contractor shall provide

a) To be determined through discussion with the prevailing jurisdiction.

Add new clause 1.10.1 as follows:

The Contractor shall provide a Construction Environmental Management Plan (CEMP) prepared and/or signed and accepted by an appropriately qualified professional, which describes in detail the approach to be taken in addressing environmental issues associated with the project and the correlation of the CEMP to the project schedule.

The CEMP shall be provided to the Contract Administrator at least 14 days prior to the mobilization to the site. The Contractor shall make copies of the CEMP available to personnel on-site.

The CEMP shall be inclusive of all elements relevant to the complete scope and duration of the work being undertaken and including the following:

(a) a clear description of how the work shall comply with the environmental protection requirements of the Contract, including the Standard Specifications, Special Provisions and Environmental Approach,

(b) a summary that clearly demonstrates the Contractor’s understanding of the specific environmental issues involved with the project, including environmental approvals,

(c) a description that demonstrates the Contractor’s understanding of Owner/Contractor responsibilities,

(d) clear identification of the process, including duration and sequence of each task, leading to the receipt of agency approvals, and the linkage between the process and the project schedule: environmental procedures, and

(e) contact names, positions and telephone numbers of individuals responsible for elements of the plan and environmental agency contacts,
(f) Clearly defined method and duration of the fish salvage (if applicable),

and the following plans:

(g) Air Quality and Dust Control Plan,

(h) Clearing and Grubbing Plan,

(i) Construction and Waste Management Plan,

(j) Environmental Incident Reporting Plan,

(k) Environmental Monitoring Plan identifying the Work activities during which the Environmental Monitor shall be on-site,

(l) Erosion and Sediment Control Plan,

(m) Reclamation Plan, and

(n) Spill Contingency Plan.

The CEMP shall clearly indicate how the project shall be undertaken to avoid negative impacts pertaining to, but not limited to, the following resources:

- air quality
- archaeological, heritage and cultural resources
- fish and fish habitat,
- identified sensitive areas,
- landscaping and visual aesthetics,
- rare and endangered flora / fauna,
- soil conservation (including site stability, dust control),
- vegetation (including riparian plant communities where applicable),
- water quantity and quality (including all surface and subsurface sources), and
- wildlife.

The Contractor, in consultation with the Contract Administrator, the appropriate representative of prevailing jurisdiction and the relevant environmental agencies, shall be responsible for determining the conditions under which the work shall be carried
out in environmentally sensitive areas and for making all required on-site examinations and examinations of any documents supplied and referenced by the prevailing jurisdiction in order to fully comprehend the environmental aspects of the work required.

The environmental sensitivities of the Place of Work are (use these provisions on a project-by-project basis and delete what is not needed):

The required best management practices are summarized below.

.1 Excavations

BEFORE starting excavation, check to see that no other subsurface facilities are present.

Minimize damage to trees or shrubs, particularly the roots of large trees (Consult Contract Administrator if in doubt). Place excavated soil away from drains and protect from eroding. For example, cover with tarp or plastic. Prevent runoff from adjacent land from entering worksite. Pump silt laden water from excavation to well-vegetated land distant from other drainages or to licensed tanker truck for off-site disposal. Do not pump discoloured water to storm sewer or road surface. Ensure that soil not returned to the excavation is left in stable, non-eroding condition consistent with surrounding land. Ensure site restoration by contouring backfilled excavations to blend in with adjacent landscape. Seed with appropriate reclamation seed mix.

.2 Spill Preparedness and Response

Ensure there is a spill kit on-site at all times. Avoid spills to water by parking machinery away from drains or blocking them with a
temporary mat if vehicle or equipment shall be used near drains leading to storm outlets.

In the event of a spill, follow established spill response procedures:

Ensure Safety - to employees, public; use protective equipment.

Stop the Flow – act quickly; close valves; plug leaks.

Secure the Area – limit access; move non-essential people; eliminate ignition sources.

Contain the Spill – block drains; prevent oil entering waterways; use Spill Kit sorbents, earth, and sod.


Clean Up – place clean up material in leak proof, sealed, labelled containers; protect from weather; store in secure location.

.3 Concrete Work

Ensure runoff from freshly poured concrete does not enter ditch or other watercourses. Concrete truck or mixer waste water shall not be permitted to enter a watercourse. Dispose of it in pit or an approved off-site location.

.4 Non-Road Diesel Engine Emission Regulation

All non-road diesel engine equipment, provided that is 25hp (19kw) or greater, shall comply with Metro Vancouver’s Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, 2012 and any amendments thereto as it may be revised and updated from time to time. The regulation requires Owners or operators of Tier 0 non-road diesel engines to register, label and pay fees. The same applies to Tier 1 engines effective January 1, 2014.

It is the Contractor’s responsibility to ensure they are compliant with the said bylaw.

For further information contact Metro Vancouver: www.metrovancouver.org/boards/bylaws
Reinstatement  SSP 9

.1 Permanent Roadway, Curb and Sidewalk Repairs

The Contractor shall be responsible for all permanent reinstatement. This shall include roadways, curbs, sidewalks and parking lots, and return all other excavation areas such as landscaping areas to the same condition that existed on the date listed in the Notice to Proceed was issued or better condition.

The Contractor is responsible for reinstatement of all surfaces to previous grade and condition or better in trenches.

The Contractor shall ensure all trenches have consistent parallel edges; the Contractor shall not widen or notch the trench at service connections, hydrants or valves.

The Contractor is also responsible for all maintenance/repair of settlement areas until the end of the Maintenance Period.

The Contract Price shall include everything necessary to saw cut the asphalt or concrete to a maximum depth of 200mm. For depths greater than 200mm, an extra payment may be negotiated.

.2 Restoration Requirements

If using this clause, refer to prevailing jurisdictional requirement.

.3 Sidewalk Restoration Requirements

If using this clause, refer to prevailing jurisdictional requirement.
PART D

ADDENDA

[attach amendments to executed form of agreement]
PART D

FORM OF RELEASE NOTICE

[to be used in accordance with SGC 32, section 4.22.5]

Begins next page]
PROPERTY OWNER RELEASE ("Release")

TO: __________________________________________ (the "Contractor")

AND TO: ________________________________________ (the "Project Owner")

<table>
<thead>
<tr>
<th>Property Owner:</th>
<th>[Full legal name of the Property Owner]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>[Brief description of the Project]</td>
</tr>
<tr>
<td>Work:</td>
<td>[Description of work performed on the Premises]</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>[Date of completion of Work]</td>
</tr>
<tr>
<td>Lands:</td>
<td>[Civic address and/or legal description and/or Parcel Identifier (PID). Include as much information as possible in this description.]</td>
</tr>
</tbody>
</table>

The Property Owner owns the Lands upon which the Contractor performed the Work, is satisfied with the Work and wishes to provide this release in connection with the Work. In consideration of, among other things, the Contractor completing the Work, the Property Owner agrees:

1. The Property Owner (the "Releasor") releases the Contractor and Project Owner, and anyone else engaged by them in connection with the Work (collectively, the "Releasees"), from and against any and all claims, actions, costs, interest, loss or injury which the Releasor has or may have against the Releasees related to the Work (the "Claims").

2. The Releasor agrees that the facts may prove to be different from the facts known at the time of this Release and that it accepts this risk and, agrees that all of the terms of this Release shall be effective as a result of discovery of any difference in those facts.

3. The Releasor is legally competent to execute this Release, has obtained independent legal advice regarding the content and effect of this Release (or has decided not to), has read this Release and confirms that this Release is intended to be binding on it and that there are no express or implied representations, warranties or other agreements between the parties, other than what is contained in this Release.

__________________________________________
Signature Property Owner