

FOR SCM USE ONLY



BC HOUSING

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

Issue Date of <i>ITT</i>	[Day, Month and Year]
Site Visit Date and Time	[Day, Month and Year and time of site visit] [minimum of 5 days after issuance of ITT]
Recommended Deadline for Inquiries	[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]
Deadline for Issuing Addenda	[Day, Month and Year] at 10:00 A.M., local time.
<i>Tender Closing Date and Tender Closing Time</i>	[Day, Month and Year] at 2:00 P.M. local time [5 days minimum after issuing addenda]

**The above dates and times may be changed via addenda **

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PART A

INSTRUCTIONS TO TENDERERS – PART I

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PART A

INSTRUCTIONS TO TENDERERS – PART I

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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](#)

Site Visit and Photos	1.6	<p>A site meeting is scheduled for tenderers to view the <i>Place of Work</i> on the specified date and time below:</p> <p>Date: [Day, Month and Year]</p> <p>Time: [enter time of site meeting]</p> <p>Location of Site Meeting: [Location of site meeting]</p> <p><i>Subcontractors</i> [should / should not attend.] [delete option that is not required]</p> <p>This site meeting is not mandatory, but attendance is strongly encouraged. No other site visits shall be provided by the <i>Owner</i>. Tenderers that do not attend this site meeting shall be deemed to have received all information provided at the site meeting.</p> <p>Due to the location and accessibility of the <i>Place of Work</i> a picture portfolio describing conditions at the <i>Place of Work</i> 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.]</p>
Inquiries	1.7	<p>If a tenderer is in doubt as to the meaning of any provision of the <i>ITT</i>, or otherwise has questions about this <i>ITT</i>, the tenderer should contact the <i>Contact Person</i> in writing. If a tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents comprising this tender, including the <i>Contract Documents</i>, the tenderer should notify the <i>Contact Person</i> immediately.</p> <p>Inquiries and responses shall be recorded by the <i>Owner</i> 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 <i>Owner</i> issues a formal addendum.</p>
The Contract Administrator	1.8	<p>The <i>Owner</i> has appointed [Name of Consultant] to assume the responsibilities of the <i>Contract Administrator</i> under the <i>Contract</i>, which includes providing technical and administrative assistance to the <i>Owner</i>.</p> <p><i>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.</i></p>
Estimated Quantities	1.9	<p>Tenderers should note that the <i>Contract</i> is a unit price form of contract and any quantities set out in the <i>Schedule of Quantities and Prices</i> are estimates only. Payment for unit price items shall be made based on actual quantities, as set out in the <i>Contract</i>.</p>
Definitions	1.10	<p>In this <i>ITT</i>:</p> <ul style="list-style-type: none">• “<i>Contact Person</i>” 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 | <p>The <i>Invitation to Tenders</i> is comprised of the following documents:</p> <ul style="list-style-type: none">• the cover page to the <i>Invitation to Tenders</i>;• the Instructions to Tenders, Part I;• the Instructions to Tenders, Part II;• the supplementary conditions to the Instructions to Tenderers, Part II;• the <i>Form of Tender</i>, including its appendices; and• all other <i>Contract Documents</i> not referred to above. |
| Additional Information | 2.2 | <p>Any additional information obtained by, or made available to, tenderers that is not included in the <i>Contract Documents</i>, including responses to inquiries and <i>Reference Information</i>, does not form part of this <i>ITT</i>. 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.</p> <p>Tenderers should carefully review the <i>ITT</i> documents and the <i>Contract Documents</i> when preparing their tenders. When performing such review, tenderers should check the documents for completeness and should promptly notify the <i>Contact Person</i> if any of the documents are incomplete or are missing pages.</p> |

Reference Information	2.3	<p>To assist tenderers with their general understanding of the <i>Work</i>, the <i>Owner</i> has made the following documents available to tenderers:</p> <ul style="list-style-type: none">• <i>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.</i> <p>The above <i>Reference Information</i> is provided for the tenderer's information only. The <i>Owner</i> makes no representations or guarantees as to the accuracy, quality or sufficiency of the above <i>Reference Information</i>. Tenderers rely on the <i>Reference Documents</i> at their sole risk.</p>
Standard MMCD Documents	2.4	<p>The following documents are not included in the <i>ITT</i> but are deemed to be included by reference:</p> <ul style="list-style-type: none">• the following portions of "Master Municipal Construction Documents", Platinum Edition, dated 2009: Instructions to <i>Tenderers</i> - Part II, General Conditions, Specifications, and Standard Detail Drawings; and• the supplementary updates issued by the Master Municipal Construction Documents Association for the "Master Municipal Construction Documents", Platinum Edition, dated 2009 which are listed in Schedule 1 - Schedule of Contract Documents to Part C Agreement.
Review of Standard Documents	2.5	<p>The "Master Municipal Construction Documents, Platinum Edition Volume II, 2009" may be purchased from:</p> <p>https://www.mmcd.net/documents/buy-documents/</p> <p>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 <i>Instructions to Tenderers</i>.</p>
Addenda	2.6	<p>The <i>ITT</i> may only be amended by formal addenda issued by the <i>Owner</i> or the <i>Contact Person</i>. No other form of communication, including oral or written clarifications, explanations or representations, including from the <i>Contact Person</i>, shall affect or amend any provision of the <i>ITT</i>. Each addendum forms an integral part of the <i>ITT</i>.</p> <p>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 <i>Form of Tender</i>.</p>

Post-Deadline Addenda	2.7	The <i>Owner</i> , in its discretion, may issue addenda after the deadline for issuing addenda as set out on in the cover page of the <i>Invitation to Tender</i> . If such an addendum is issued, the <i>Owner</i> shall extend the <i>Tender Closing Date and Tender Closing Time</i> by at least seven (7) <i>Days</i> .
3A TENDER SUBMISSION REQUIREMENTS	3.0	
<i>Tender Closing Date and Tender Closing Time</i>	3.1	Tenders <u>must</u> be received by the <i>Tender Closing Date and Tender Closing Time</i> set out on the cover page of the <i>Invitation to Tender</i> . Tenderers are encouraged to submit their tenders well in advance of the <i>Tender Closing Date and Tender Closing Time</i> so as to allow enough time to complete the submission process.
Submission by BC Bid	3.2	<p>Tenders <u>must</u> 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).</p> <p>Tenders should be submitted as one consolidated PDF file, labeled with the <i>Contract Name and Number</i>.</p> <p><i>The Schedule of Quantities and Prices can be uploaded separately in in XLS format (if using, if not, then delete this provision.)</i></p> <p>Tenders may include digital copies of original documents and may use electronic signatures.</p>
Ownership of Tenders	3.3	All submitted tenders become the property of the <i>Owner</i> and shall not be returned.
Risk Regarding Electronic Communications	3.4	<p>The <i>Owner</i> does not assume any risk or responsibility or liability whatsoever to any tenderer:</p> <ul style="list-style-type: none">• for ensuring that any website, including the BC Bid website, or any email system being operated by or for, or used by <i>Owner</i> 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 <i>ITT</i> by the <i>Owner</i> or the <i>Contact Person</i>, as applicable, or is received in less than its entirety. <p>All permitted email or electronic communications with, or delivery of documents to, the <i>Contact Person</i> shall be deemed as having been received by the <i>Contact Person</i> on the dates and times indicated on the <i>Contact Person’s</i> electronic equipment.</p>
Surety’s Consent	3.5	Tenders <u>must</u> include a consent of surety issued by a surety provider licensed to conduct business in the province of British Columbia. The

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*.

No Incorporation by Reference	3.6	The <i>Owner</i> is not required to consider any external documents referred to in a tender, including the content of websites.
No Alteration to the <i>Contract Documents</i> and No Unsolicited Information	3.7	Other than inserting the information requested in the <i>Form of Tender</i> , tenderers should neither make any changes to the <i>Contract Documents</i> , nor provide information not requested in the <i>Form of Tender</i> or under the provisions of Section 3B of these Instructions to Tenderers. The <i>Owner</i> will dismiss any information not requested in the <i>Form of Tender</i> or in accordance with the provisions of Section 3B of these Instructions to Tenderers and may disqualify tenders containing changes or modifications to the <i>Contract Documents</i> , including changes to the General Conditions (as modified by the Supplementary General Conditions), whether on the face of the <i>Form of Tender</i> or elsewhere in the tender.
<i>Tenders</i> in English	3.8	<i>Tenders</i> should be in the English language only. The <i>Owner</i> may disqualify a tender that includes portions not in the English language.
Initialling of <i>Tender Submission</i>	3.9	Tenderers should initial every page of the <i>Form of Tender</i> as well as change and correction to any entry on the <i>Form of Tender</i> .
3B. EVALUATION OF <i>TENDERS</i> AND AWARD OF <i>CONTRACT</i>		
Evaluation of Mandatory Requirements	3.10	The <i>Owner</i> shall perform an initial evaluation of the tenders to determine whether they have complied with the following mandatory requirements: <ul style="list-style-type: none">• 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 <i>ITT</i>, including any requirement in the <i>Form of Tender</i> 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	<p>If a tenderer has not complied with one or more of the requirements of this <i>ITT</i>, the <i>Owner</i> 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.</p> <p>If the tenderer is able to rectify such deficiency or deficiencies to the <i>Owner's</i> 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.</p> <p>If the tenderer fails to rectify the deficiency or deficiencies to the <i>Owner's</i> satisfaction within the applicable time period, the <i>Owner</i> may reject the tenderer.</p> <p>The <i>Owner</i> is under no obligation to provide a rectification notice to any tenderer, including if the <i>Owner</i> elects to provide a notice to a different tenderer for a similar deficiency.</p>
Evaluation of <i>Tenders</i>	3.12	<p>After the <i>Owner</i> has conducted its initial evaluation described above, the <i>Owner</i> shall then evaluate those tenders that have met the mandatory requirements. The lowest <i>Tender Price</i> shall not necessarily be accepted.</p>
Verify, Clarify and Supplement	3.13	<p>At any time when evaluating tenders, the <i>Owner</i> may request further information from the tenderer or from third parties. The <i>Owner</i> may use this information to verify, clarify or supplement the information provided in the tenderer's tender or to otherwise assist the <i>Owner</i> in its evaluation.</p>
Executed Form of Tender	3.14	<p>The successful tenderer's <i>Form of Tender</i> shall be incorporated into the executed <i>Contract</i> and shall form part of the <i>Contract Documents</i>.</p>
Failure to Enter Into Agreement	3.15	<p>In addition to any other remedy that may be available to the <i>Owner</i>, if the <i>Owner</i> provides a tenderer with a <i>Notice of Award</i> but such tenderer fails to execute the <i>Contract</i> or otherwise fails to satisfy any other applicable preconditions in the <i>Form of Tender</i> within the time set out in the <i>Form of Tender</i>, the <i>Owner</i> may, in its sole and absolute discretion and without incurring any liability to the selected tenderer, revoke the <i>Notice of Award</i> and proceed in any other manner it decides, which includes the selection of another tenderer.</p>
Notification of Award	3.16	<p>Once a <i>Contract</i> is executed between <i>Owner</i> and a tenderer, the <i>Owner</i> intends to notify the unsuccessful tenderers by posting a notice of the outcome of the procurement process and the award of the <i>Contract</i> in the</p>

		same manner that the <i>ITT</i> was originally distributed. The <i>Owner</i> 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 <i>Owner</i> . 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 <i>Owner</i> has no obligation to provide the tenderer with any information that the <i>Owner</i> 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 <i>ITT</i> process, it shall provide written notice to the <i>Owner</i> within thirty (30) calendar days of the notification of award. The <i>Owner</i> 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 <i>Notice of Award</i> there are additional requirements that shall be fulfilled before the execution of the <i>Contract</i> . There are also requirements in the <i>Contract</i> 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	
<i>Owner's Reserved Rights</i>	4.1	The <i>Owner</i> reserves the right to: <ul style="list-style-type: none">(a) make public the names and <i>Tender Prices</i> of any or all tenderers;(b) if a single tender is received, the <i>Owner</i> may open the tender privately and if the tender is in excess of the <i>Owner's budget</i>, then the <i>Owner</i> may re-issue the <i>ITT</i> without revisions being made to the <i>ITT</i> and without disclosing the tenderer's name or <i>Tender Price</i>;(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 <i>ITT</i> 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:<ul style="list-style-type: none">(i) the tenderer's past performance on previous contracts awarded by the <i>Owner</i> or an organization funded by the <i>Owner</i>; 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 <i>Conflict of Interest</i> declaration attached to the <i>Form of Tender</i> .
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 <i>ITT</i> or the <i>Contract</i> without first obtaining the written permission of the <i>Owner</i> . The <i>Owner</i> may disqualify any tenderer who does not comply with this paragraph.
Inappropriate Conduct	4.5	The <i>Owner</i> may prohibit a tenderer from participating in this <i>ITT</i> 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 <i>Conflict of Interest</i> or refusing to take steps to eliminate or reduce the effects of a <i>Conflict of Interest</i> , as determined by the <i>Owner</i> .
Confidential Information of Owner	4.6	All information provided by or obtained from <i>Owner</i> in any form in connection with the <i>ITT</i> either before or after the issuance of the <i>ITT</i> : <ol style="list-style-type: none">is the sole property of the <i>Owner</i> and should be treated as confidential; andshould not to be used for any purpose other than replying to the <i>ITT</i> and the performance of any subsequent <i>Contract</i>. The <i>Owner</i> may disqualify any tenderer who fails to comply with the above.
Disclosure of Information	4.7	Tenderers should note that the <i>Owner</i> is subject to the <i>Freedom of Information and Protection of Privacy Act</i> (British Columbia). The <i>Owner</i> may disclose any information provided by a tenderer where required by law or by order of a court or tribunal. The <i>Owner</i> 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 <i>Owner</i> with respect to the tender process described in the <i>ITT</i> .

[Note to user. Include below additional wording if the project scope involves collecting personal information]

BC Housing is subject to the British Columbia Freedom of Information and Protection of Privacy Act. Among other things, this statute limits BC Housing with respect to the storage, access and disclosure of personal information, which must be in Canada except in very limited circumstances.

To ensure compliance in cases where a third party, on behalf of BC Housing, will host, manage or otherwise process personal information, BC Housing will require the following information from the proponent:

- a list of the data that will be hosted, managed or otherwise processed on behalf of BC Housing.
- a list of locations where the data will be processed. Provide details.
- does the proponent have outside Canada affiliates that can compel the production of BC Housing data, or be compelled to produce BC Housing data? Provide details.
- will the data be stored in Canada only? Provide details.
- will the data be accessed and disclosed inside Canada only? Provide details.

Trade Agreements	4.8	<i>Tenderers</i> should note that procurements falling within the scope of Chapter 5 of the Canada Free Trade Agreement (CFTA), Chapter 19 of the 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 <i>Owner</i> and tenderers shall be governed by the specific terms and conditions herein.
Governing Law	4.9	This <i>ITT</i> shall be governed by and construed in accordance with the laws British Columbia and the applicable laws of Canada.
	4.10	By submitting a tender, the tenderer accepts all the provisions of this <i>ITT</i> .
No Obligation to Proceed	4.11	This <i>ITT</i> does not commit the <i>Owner</i> to select a tender or enter into the <i>Contract</i> , and the <i>Owner</i> may at any time reject all tenders and terminate this <i>ITT</i> and proceed with performing the <i>Work</i> 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

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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 tender 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 sub-contract;
- 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:

TENDER SUMMARY		
MMCD DIVISION No.	MMCD DIVISION DESCRIPTION	TENDERED AMOUNT
01	GENERAL REQUIREMENTS	
03	CONCRETE	
26	ELECTRICAL	
31	EARTHWORKS	
32	ROADS AND SITE IMPROVEMENTS	
33	UTILITIES	
34	TRANSPORTATION	
TENDER PRICE (GST excluded) (Carried to section 2.3 of this <i>Form of Tender</i>)		

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						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
01 33 01		Project Record Documents				
1.01	SSP 1	As-built Drawings	Lump Sum	1		
01 55 00		Traffic Control, Vehicle Access and Parking				
1.02	SSP 3	Traffic Control, Vehicle Access and Parking	Lump Sum	1		
01 57 01		Environmental Protection				
1.03	SSP 4	Environmental Protection	Lump Sum	1		
				Sub-Total	\$	

DIV 03 – CONCRETE						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
03 30 20		Concrete Walks, Curb and Gutter				
3.01	1.4.3	Concrete Rollover Curb & Gutter To STD DWG R-5-SD	Lineal Metre			
3.02	1.4.3	Concrete Barrier Curb & Gutter To STD DWG R-5-SD	Lineal Metre			
3.03	1.4.3	Concrete Extruded Curb	Lineal Metre			
3.04	1.4.5	Concrete Sidewalk and Ramps 100mm Thick	Square Metre			
3.05	SSP 9	Concrete Driveway Crossings 200mm Thick	Square Metre			
03 30 53		Cast-In-Place Concrete				
3.06	1.5.3	Concrete Protective Slab for Watermain Station 1+790 (River Parkway) - 200mm Thick	Lump Sum			
3.07	1.5.3	Concrete Protective Slab for Watermain Station 0+010 (Leslie Rd) - 200mm Thick	Lump Sum			
3.08	SSP 10	Concrete Slab for future District Energy Unit	Provisional Cubic Metre			
03 40 01		Pre-Cast Concrete				
3.09	SSP 11	Concrete Lock Block Wall	Each			
3.10	SSP 12	Install Concrete Roadside Barriers 2500mm x 690mm x 550mm	Lineal Metre			

DIV 03 – CONCRETE						
					Sub-Total	\$

DIV 26 – ELECTRICAL						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
26 56 01		Roadway Lighting				
26.01	SSP 13	Roadway Lighting	Lump Sum	1		
					Sub-Total	\$

DIV 31 – EARTHWORK						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
31 11 01		Clearing and Grubbing				
31.01	1.4.1	Clearing and Grubbing	Lump Sum	1		
31 23 01		Excavating, Trenching and Backfilling				
31.02	SSP 14	Wellpoint Dewatering	Lump Sum	1		
31.03	SSP 14	Treatment of Dewatering Discharge Water	Provisional Sum	1		
31 24 13		Roadway Excavation, Embankment and Compaction				
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						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
32 11 16.1		Granular Sub-Base				
32.01	1.4.2	Structural Fill Per Geotechnical Report	Metric Tonne			
32.02	1.4.3	Granular Subbase 75mm Minus - 500mm Thick	Metric Tonne			
32 11 23		Granular Base				
32.03	1.4.2	Granular Base 19mm Minus - 230mm Thick	Metric Tonne			
32.04	SSP 21	19mm Clear Crush Gravel 150mm Thick	Metric Tonne			
32 12 13.1		Asphalt Tack Coat				
32.05	1.5.1	Asphalt Tack Coat - Emulsified Asphalt	Square Metre			
32 12 16		Hot-Mix Asphalt Concrete Paving				

DIV 32 – ROADS AND SITE IMPROVEMENTS						
32.06	1.5.1	Asphaltic Concrete Pavement Lower Course #1 - 100mm Thick	Metric Tonne			
32.07	1.5.1	Asphaltic Concrete Pavement Upper Course #1 - 50mm Thick	Metric Tonne			
32.08	1.5.3	Asphalt MUP/Sidewalk Upper Course #1 – 100mm Thick	Square Metre			
32.09	SSP 22	Stamped Asphaltic Concrete Median Infill 100mm Thick	Square Metre			
32.10	1.5.4	Asphalt Extruded Curb	Lineal Metre			
32 17 23		Painted Pavement Markings				
32.11	SSP 23	Permanent Thermoplastic Pavement Mark- ings	Lump Sum	1		
32.12	SSP 24	Permanent Signage Installation	Lump Sum	1		
32.13	SSP 25	Delineator	Each			
32 31 13		Chain Link Fences & Gates				
32.14	1.5.4	Handrails To MMCD C14	Lineal Metre			
32.15	SSP 26	Steel Guard Rail	Lineal Metre			
32.16	SSP 27	Restriction Post c/w Reflective Strips To MMCD C12	Each			
32 91 21		Topsoil and Finish Grading				
32.17	SSP 28	Imported Topsoil 150mm Thick	Square Metre			
32 92 19		Hydraulic Seeding				
32.18	1.8.1	Hydraulic Seeding	Square Metre			
				Sub-Total	\$	

DIV 33 – UTILITIES						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
33 01 30.1		CCTV Inspection of Pipelines				
33.01	1.6.2	CCTV Inspection of All Storm Sewer Initial Inspection Post-construction	Lump Sum	1		
33.02	1.6.2	CCTV Inspection of Storm Sewer Final Inspection 1 Year After Construction	Lump Sum	1		
33 11 01		Waterworks				
33.03	1.8.1	Watermain (Bionax SR PVC0 - 300mm, ~1.5m Deep, Im- ported Backfill)	Lineal Metre			
33.04	1.8.3	Tee 300mm TYT x 300mm TYT x 150mm TYT	Each			
33.05	1.8.3	Tee 300mm TYT x 300mm TYT x 300mm FL (Blind)	Each			
33.06	1.8.3	Tee 300mm TYT x 300mm TYT x 300mm TYT	Each			

DIV 33 – UTILITIES						
33.07	1.8.3	Gate Valve 150mm TYT x MJ	Each			
33.08	1.8.3	Gate Valve 300mm TYT x MJ	Each			
33.09	1.8.3	Gate Valve 300mm MJ x MJ	Each			
33.10	1.8.3	Horizontal Bend 11.25 degree - 150mm	Each			
33.11	1.8.3	Vertical Bend 22.5 Degree - 300mm	Each			
33.12	1.8.3	Robar Repair Coupling 150mm	Each			
33.13	1.8.3	Reducer 300mm to 150mm	Each			
33.14	1.8.3	Cap 300mm dia.	Each			
33.15	1.8.3	PVCO Spool Piece 150mm dia.	Each			
33.16	1.8.3	PVCO Spool Piece 300mm dia.	Each			
33.17	1.8.5	Test Point To MMCD W5	Each			
33.18	1.8.12	Watermain Tie-in Station 1+169.50	Lump Sum	1		
33.19	1.8.12	Watermain Tie-in Station 1+574.35 at Leslie Rd	Lump Sum	1		
33.20	1.8.12	Watermain Tie-in Station 2+113.26	Lump Sum	1		
33.21	SSP 29	Fire Hydrant Assembly	Each			
33.22	SSP 30	Mechanical Joint Restraints	Lump Sum			
33 40 01		Storm Sewers				
33.23	1.6.1	600mm dia. Concrete Drainage Pipe All Depth c/w Imported Backfill	Lineal Metre			
33.24	1.6.1	750mm dia. Concrete Drainage Pipe ASTM C76 Class III, All Depth, Imported Back- fill	Lineal Metre			
33.25	1.6.5	Catchbasin Lead PVC DR35, 150 mm dia, All Depth, Imported Backfill	Lineal Metre			
33.26	1.6.5	Catchbasin Lead PVC DR35, 200 mm dia, All Depth, Imported Backfill	Lineal Metre			
33.27	1.6.5	Lawn Drain Lead PVC, 150mm dia, All Depth, Imported Pipe Bedding & Backfill	Lineal Metre			
33.28	1.6.6	Perforated Pipe PVC, 100mm dia, End Caps, Imported Pipe Bedding & Backfill	Lineal Metre			
33.29	1.6.9	Drainage Tie-in to Existing Storm System Station 1+170.67	Lump Sum	1		

DIV 33 – UTILITIES						
33.30	1.6.9	Drainage Tie-in to Existing Storm System Station 2+127.93	Lump Sum	1		
33 44 01		Manholes and Catchbasins				
33.31	1.5.1.1	Manhole – Frame, Cover & Bottom 1350mm dia., All Depth, Imported Backfill - To MMCD S1 & S2	Each			
33.32	1.5.1.1	Manhole – Frame, Cover & Bottom 1350mm dia. c/w 600mm Sump, All Depth, Imported Backfill - To MMCD S1 & S2	Each			
33.33	1.5.1.2	Manhole Riser Section 1350mm dia.	Vertical Metre			
33.34	1.5.1.4	Re-bench Existing Manhole Assume 1500mm - Station 1+170.67	Each			
33.35	1.5.1.5	Manhole Outside Drop 1350mm dia. To MMCD S3 - Station 2+105	Each			
33.36	1.5.2	Catchbasin Top Inlet, Reinforced Concrete, 600mm dia, All Depth, Imported Backfill - To DWG ST-5-SD	Each			
33.37	1.5.2	Temporary Lawn Drain 375mm PVC - To STD DWG ST-7a-SD Type 1A	Each			
33.38	SSP 31	MINOR Adjustment of Metro Vancouver Sanitary Manhole on LIVE Sewer	Each			
33.39	SSP 31	MAJOR Adjustment of Metro Vancouver Sanitary Manhole on LIVE Sewer	Each			
33.40	SSP 31	MINOR Adjustment of Metro Vancouver Sanitary Manhole on ISOLATED Sewer	Each			
33.41	SSP 31	MAJOR Adjustment of Metro Vancouver Sanitary Manhole on ISOLATED Sewer	Each			
				Sub-Total	\$	

DIV 34 – TRANSPORTATION						
Item No.	Section	Specification Title	Unit	Quantity	Unit Price	Amount
34 41 13		Traffic Signals				
34.01	SSP 32	Supply and Install Traffic Signals: Leslie Road and River Parkway	Lump Sum	1		
34.02	SSP 32	Supply and Install Traffic Signals: Cambie Road and River Parkway	Lump Sum	1		
34.03	SSP 32	Traffic Signal Modifications: Gilbert Road & River Road / River Parkway	Lump Sum	1		
34.04	SSP 32	Traffic Signal Modifications: Cambie Road and No. 3 Road	Lump Sum	1		
34.05	SSP 32	Traffic Communication: River Parkway	Lump Sum	1		
34.06	1.9.1	Traffic Signal Pre-ducting Minoru Boulevard and River Parkway	Lump Sum	1		
				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

ACTIVITY	CONSTRUCTION SCHEDULE (WEEKS)																							
	Week 01 to 15					Week 16 to 30					Week 31 to 45					Week 46 to 60					Week 61 to 70			

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: _____

FORM OF TENDER

Appendix 4

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

PROJECT	OWNER/ CONTACT NAME	PHONE NUM- BER	WORK DESCRIPTION	VALUE (\$)

FORM OF TENDER

Appendix 5

SUBCONTRACTORS

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

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

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*:

Name of Individual
Job Classification
Department
Last Date of Employment with The <i>Owner</i>
Name of Last Supervisor
Brief Description of Individual's Job Functions

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
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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)

(Address)

Email:
Attention:

- 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.]

SIGNED AND DELIVERED by the *Contractor*:

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)

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

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;
13. *BC Housing's* Supplier Code of Conduct latest version at the effective date of this *Contract*. The detail of *BC Housing's* Supplier Code of Conduct is posted on *BC Housing's* website at the following hyperlink: <https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials>
14. Supplementary updates issued by the Master Municipal Construction Documents Association on its website (<https://www.mmcd.net/resources/supplementary-updates/>) for the “Master Municipal Construction Documents”, Platinum Edition, dated 2009, including all Supplementary Updates up to the Issue Date of ITT.

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

TITLE	DRAWING No.	NUMBER OF SHEETS	REVISION No.	REVISION DATE
CIVIL DRAWINGS:				
SUB-CONSULTANT DRAWINGS:				

PART D

OTHER CONTRACT DOCUMENTS

PART D
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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

Definition of Bid Security	SGC 1	Delete the definition of Bid Security in GC 1.9.1.
Definition of Contract Administrator	SGC 2	<p>In the definition of “Contract Administrator” in GC 1.21.1 delete the last sentence and replace it with:</p> <p>“Any reference in the <i>Contract Documents</i> to the “Engineer” shall be deemed to be a reference to the <i>Contract Administrator</i>.”</p>
Definition of Substantial Performance of the Work	SGC 3	<p>Delete the definition for “Substantial Performance of the Work” in 1.67 and replace with the following:</p> <p><i>Substantial Performance of the Work</i> shall have been reached when:</p> <ol style="list-style-type: none">.1 the <i>Work</i> is ready for use or is being used for the purpose intended;.2 the Contract Administrator has certified that the <i>Work</i> has been completed in accordance with the <i>Builders Lien Act</i>;.3 the <i>Contractor</i> has submitted an accurate list of all deficient and incomplete items of <i>Work</i>, including all outstanding items to achieve <i>Total Performance of the Work</i>, 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.”

New Definition of Archaeological Artifacts SGC 4

Add a new definition for “Archaeological Artefacts” as follows:

“1.79.1 “Archaeological Artefacts” 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*.”

New Definition of As-Built Drawings SGC 5

Add a new definition for “As-Built Drawings” as follows:

“1.80.1 “As-Built Drawings” 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.”

New Definition of Conflict of Interest SGC 6

Add a new definition for “Conflict of Interest” as follows:

“1.81.1 “Conflict of Interest” has the meaning set out in the *Form of Tender* Appendix 8 – BC Housing Requirements.”

New Definition of Foreign Material SGC 7

Add new definition for “Foreign Material” as follows:

“1.82.1 “*Foreign Material*” 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 sub-surface conditions.”

New Definition of Standard of Care SGC 8

Add new definition for “Standard of Care” as follows:

“1.83.2 “*Standard of Care*” has the meaning in GC 4.23.

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*;
- (i) *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* SGC 14
Inspector

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

Protection of Work, SGC 15
Property and the
Public

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*.”

SGC 16

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.”

Errors, Inconsistencies or Omissions in <i>Contract Documents</i>	SGC 17	In GC 4.5.1 delete the words “as a competent contractor, reasonably experienced in the <i>Work</i> ” and replace with the words “in accordance with its <i>Standard of Care</i> ”.
	SGC 18	In GC 4.5.2 delete the words “a competent contractor, reasonably experienced in the <i>Work</i> ” and replace with the words “a contractor performing in accordance with the <i>Standard of Care</i> ”.
Setting Out	SGC 19	Add the following as a new GC 4.5.4: “4.5.4 If the <i>Contractor</i> discover or suspect any error in the original points, lines or bench-marks or in those set out by the <i>Contractor</i> , the <i>Contractor</i> shall at once discontinue any <i>Work</i> based on such points, lines or bench-mark and bring the matter to the <i>Contract Administrator’s</i> attention. The <i>Contractor</i> shall not resume the <i>Work</i> affected until such error has been investigated and, if necessary, rectified. Upon request, the <i>Contractor</i> shall provide the <i>Contract Administrator</i> all facilities necessary for checking of the setting-out of the <i>Work</i> . The <i>Contract Administrator</i> shall not be responsible for the set out or position of the <i>Work</i> .”
Construction Schedule	SGC 20	Add the following at the end of GC 4.6.5: “Furthermore, if the <i>Contractor</i> fails or refuses to produce an <i>Adjusted Baseline Schedule</i> as required by GC 4.6, the <i>Owner</i> may, acting reasonably, withhold progress payments until the <i>Contractor</i> submits an <i>Adjusted Baseline Schedule</i> that is acceptable to the <i>Owner</i> and the <i>Contract Administrator</i> .”
Progress of <i>Work</i>	SGC 21	Add the following at the end of GC 4.6.7: “Without limiting the forgoing, the <i>Contractor</i> shall perform the <i>Work</i> in a continuous and an expeditious manner so as to minimise the impact and inconvenience to adjacent residents, business operators and or commuters.”

Social Procurement SGC 22

Add the following as a new GC 4.8.2 and 4.8.3:

“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.

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 and 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.”

Rights-of-Way SGC 27

Add a new GC 4.17 titled “Rights of Way” as follows:

“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.”

Coordination with Private Utilities SGC 28

Add a new GC 4.18 titled “Coordination with Private Utilities” as follows:

“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*.

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*.

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*.”

Monuments, Bench-
Marks, Iron Pins and
Stakes SGC 29

Add a new GC 4.19 titled “Monuments, Bench-Marks, Iron Pins” as follows:

“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 *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

Force Account Costs SGC 37

Delete GC 10.1.1(1) and replace it with the following:

“(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.”

SGC 38

Delete 10.1.1(4) and replace it with the following:

“(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.”

11.0 CONCEALED
OR UNKNOWN CON-
DITIONS
Definition of Con-
cealed 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 Con-
cealed 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: (<https://www.renewingriverview.com/about-riverview/protocols>).

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 SGC 42
MATERIALS

Delete GC 12.0.

13.0 DELAYS

Delay by *Owner* or
Contract Administrator
SGC 43

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.”

Liquidated Damages
for Late Completion
SGC 44

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 \$[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 CON-
TRACTOR’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 SGC 45

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*.”

Termination for Convenience SGC 48

Add the following as a new GC 15.4:

“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.

the *Contractor’s* reasonable demobilization costs, to the extent not already included in paragraph 15.4.1; plus

.3 such unavoidable and reasonable additional third party costs, if any, directly flowing from and which are a reasonable consequence of the termination, but excluding any

consequential, indirect or special damages, and any claims for loss of profit or opportunity.

Notwithstanding the foregoing, the *Owner* shall not be liable to the *Contractor* for any claims, costs or damages whatsoever arising from such termination of the *Contract* other than as set out in this paragraph.”

**16.0 CONTRACTOR'S
RIGHTS ON OWNER
DEFAULT**

SGC 49

SGC 50

Delete 16.4.1(2).

17.0 DISPUTES

Dispute Notice SGC 51

In GC 17.3.2, delete both references to “3 Days” and replace with “5 Days”.

18.0 PAYMENT

Add the following as a new GC 18.1.5:

“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 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 <i>Contractor</i> or <i>Subcontractors</i> engaged by the <i>Contractor</i> which might become a lien arising out of the <i>Work</i> performed or materials furnished by the <i>Contractor</i> or any <i>Subcontractors</i> under the <i>Contract</i> , and, except for liens related to non-payment by the <i>Owner</i> , shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the <i>Place of Work</i> or related land, regardless of whether the basis of such lien is a claim against the <i>Contractor</i> or any <i>Subcontractor</i> .”
	SGC 55	Add the following as a new GC 18.4.6: “ 18.4.6 Without limiting the <i>Owner’s other rights in GC 18.4</i> , the <i>Owner</i> , at its sole and absolute discretion, may retain and set-off out any payment owing to the <i>Contractor</i> the amount of any outstanding liens, claims or any other indebtedness which may have been incurred by the <i>Contractor</i> in performing the <i>Work</i> and for which the <i>Owner</i> may in any way be held responsible. “Other indebtedness” means only such liability incurred by the <i>Contractor</i> to 3 rd parties, any liability arising out of statutory requirements or, in the case of the <i>Contractor’s</i> workers, any liability arising out of collective bargaining agreements, legislation applying to worker’s compensation, employment insurance or minimum wage standards.”
Substantial Performance	SGC 56	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 <i>Contractor</i> 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 <i>Work</i> 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 <i>Contractor</i> shall be responsible for the safety of its workers, the workers of <i>Subcontractors</i> and suppliers, and for all other persons who enter the <i>Place of the Work</i> , and their plant and equipment, whether during working hours or not. The <i>Contractor</i> shall install such hoardings and signs subject to <i>Owner</i> 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 <i>Owner</i> , the <i>Owner</i> has the right to remove or restrict from the <i>Place of the Work</i> any of the <i>Contractor’s</i> or <i>Subcontractors’</i> 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 <i>Contract</i> . 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 *Subcontractors*, 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.”

Specific Safety Re-
quirements

SGC 62

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

(If the project value is less than \$1,000,000, then delete this SGC 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 *Work* under the *Owner* Controlled Insurance Program as under-noted:

(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 *Place of the Work*. 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:
 - .1 Premises and Operations Liability;
 - .2 Products and Completed Operations Liability (24 months);
 - .3 Blanket Written Contractual Liability;
 - .4 Cross Liability and/or Severability of Interests;
 - .5 Contingent Employer's Liability;
 - .6 Personal Injury Liability;
 - .7 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving, Subsurface and Grading, as applicable;
 - .8 Limited Pollution Liability (TWO MILLION DOLLARS (\$2,000,000))
 - .9 Broad Form Tenants Legal Liability (ONE MILLION DOLLARS (\$1,000,000))
 - .10 Operation of Attached Machinery
 - .11 Forest Fire Fighting Expenses (ONE MILLION DOLLARS (\$1,000,000))
5. There will be a deductible not exceeding FIFTY THOUSAND DOLLARS (\$50,000) per occurrence except with respect to completed operations, to which a deductible not exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence will apply.

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 *Work* is completed and accepted by or on behalf of the *Owner*, whichever occurs first, plus with respect to completed operations cover a further period of twenty-four (24) months.

(b) 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 Twenty Thousand Dollars (\$20,000.00) for each and every occurrence where the value of the *Work* is Ten Million Dollars (\$10,000,000.00) or less and a deductible of Fifty Thousand Dollars (\$50,000.00) for each and every occurrence where the value of the *Work* 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 value of the *Work* 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 One Hundred Thousand Dollars (\$100,000.00). A one day waiting period for each month of the

Contract Time subject to a minimum waiting period of thirty (30) days shall apply with respect to soft costs.

2. The coverage will include as a protected entity, the *Owner*, the *Contractor*, *Contract Administrator* and each *Subcontractor* 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 that rights of subrogation will be retained against architects, engineers and manufacturers (who are not employees of a protected entity) for liability in the event of loss caused by or resulting from any error in design or any other professional error or omission pertaining to the subject of this insurance.
4. The *Contractor* will, at its own expense, take precautions to prevent fires occurring in or about the *Work* and will observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.
5. This insurance shall be maintained continuously from commencement of the *Work* and kept in force until the *Work* is ready for use or is being used for the purpose intended, whichever occurs first, and is so confirmed in writing by the *Contract Administrator*, in consultation with the *Contractor* and the *Owner*.

(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**

1. 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*.
2. 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

1. 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.

2. This insurance shall be maintained continuously from commencement of the *Work* (including Temporary Work) until the date of final certificate for payment is issued or when the insured *Work* 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.
- 24.1.3 The *Contractor* shall provide, maintain and pay for any additional insurance which they are required to provide by law or which they consider necessary.
- 24.1.4 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.
- 24.1.5 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.

- 24.1.6 The *Contractor* and/or *Contractor's Sub-contractors*, 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.
- 24.1.7 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 *Sub-contractors* to comply with the insurance requirements outlined herein.
- 24.1.8 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.*"
- 24.1.9 If the *Contractor* fails to provide, maintain and pay for insurance as required by this schedule, other than automobile liability insurance, the *Owner* may obtain and pay for the required insurance, the cost of which will be payable on demand by the *Owner*. The *Owner* may offset such amounts from any monies due to the *Contractor* if not paid within 15 days."

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 SGC 67

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 *Owner* shall 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 description, supported by all such documentation as the *Owner* may reasonably require, of the measures and steps taken by the *Contractor* to mitigate and meet its obligations under this GC.”

27.5 Reference Information SGC 69

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*.”

27.6 BC Housing Step-In Rights SGC 70

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*.”

27.7 Public Statements and Signs SGC 71

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*.”

27.8 Information Technology Threats SGC 72

Add a new GC 27.8 titled “**Information Technology Threats**” as follows:

The *Contractor* shall notify the *Owner* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Owner* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the “**IT Threat**”). **In the event the *Owner* becomes aware of an IT Threat, the *Owner* may, at its sole discretion, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.**

PART D

SUPPLEMENTARY SPECIFICATIONS (SSP)

The following supplementary specifications form part of the *Contract* and modify, delete 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.*

01 55 00 – SSP 2
Traffic Control, Vehicle Access and
Parking

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 uninterrupted access for emergency vehicles to all the properties and businesses surrounding the location of the *Work* at all times.

01 55 00 – SSP 3
Traffic Control, Vehicle Access and
Parking

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 Exca- SSP 4
vated Materials

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.

01 57 01 – SSP 5
Environmental
Protection

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.*

01 57 01 – SSP 6

Add new clause 1.9.1 as follows:

Environmental
Protection

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.*

01 57 01 – SSP 7
Environmental
Protection

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 sub-surface 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.

01 57 01 – SSP 8
Environmental
Protection

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.

Notify/Report – Notify Contract Administrator/supervisor as soon as possible. Complete spill report and submit to Contract Administrator.

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”)

Property Owner: [Full legal name of the Property Owner]

Project: [Brief description of the Project]

Work: [Description of work performed on the Premises]

Effective Date: [Date of completion of Work]

Lands: [Civic address and/or legal description and/or Parcel Identifier (PID). Include as much information as possible in this description.]

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