

CITY OF NEW WESTMINSTER	NWIT-11-26 TENDER DOCUMENTS
Excavation & Shoring – Multi-Use Civic Facility and Office Tower	COVERING PAGE



NEW WESTMINSTER

PROJECT TITLE: **Excavation & Shoring and Utility Re-location for Multi-Use Civic Facility and Office Tower**

PROJECT LOCATION: Columbia Street between 8th Street and Begbie Street
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Tuesday, July 19th, 2011**

BIDDERS MEETING: **10:00 am (Local Time) on Tuesday, July 5th, 2011**
Construction Site – 700 Block of Columbia Street
New Westminster, BC

DATE: June 28, 2011

CITY OF NEW WESTMINSTER
511 Royal Avenue
New Westminster, B.C.
V3L 1H9

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1.0 Scope Of Work

- 1.1 Provide all labour, materials, plant, and equipment necessary to carry out the excavation and shoring, and utility relocation as specified in the Bid Documents, (including the General Requirements, Specifications, and Drawings).

2.0 Owner

- 2.1 The owner is the City of New Westminster, 511 Royal Avenue, New Westminster, B.C., V3L 1H9, herein after referred to as the “City”.

3.0 Submission Of Tender

- 3.1 Bidders shall submit the Bid on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-11-26 Excavation & Shoring – Multi-Use Civic Facility and Office Tower**.

- 3.2 The completed Bid shall be submitted to:

Information Desk
City of New Westminster
511 Royal Avenue
New Westminster, B.C.
V3L 1H9
Attention: Purchasing Manager

- 3.3 The City shall receive Bids at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Friday, July 8th, 2011.**

- 3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.

- 3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.

- 3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.

- 3.7 The City will not open Bids in public.

4.0 Addenda

- 4.1 Should addenda to the Bid Documents be required for any reason, it is the City’s intention not to issue addenda during a period three (3) days prior to the Bid Closing date and time.

- 4.2 Bidders are responsible for checking the City’s website for any addenda or other information relating to this Invitation to Tender.

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4.3 All Addenda become part of the Tender Documents. Bidders should include adjustment costs in the Bid Price.

4.4 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

5.0 Living Wage Policy

5.1 Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2011 for the Lower Mainland is \$18.81 per hour, assuming no benefits are provided by the employer.

5.2 In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility
<http://livingwageforfamilies.ca/calculator/>

5.3 The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**

5.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.

5.5 Please review the City’s Living Wage Policy for further information
http://www.newwestcity.ca/business/living_wage_employer.php

6.0 Acceptance Of Bid

6.1 The City is not obligated to accept the lowest or any Bid and may reject all Bids.

6.2 The City may waive any non-compliance with the Bid Documents.

6.3 The City may, prior to contract award, negotiate changes to the scope of work with the low Bidder or any one or more Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary their Bid prices due to changes to the scope of work.

6.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the Bid closing date.

7.0 Revision Of Bid

7.1 A Bid already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified as the deadline for the submission of Bids.

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7.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder’s entries on the delivered Bid Form.

7.3 The City **will not** accept revisions of Bids by facsimile or email.

8.0 Evaluation of Bids

8.1 The City will review and evaluate all valid submitted Bids. The City will evaluate Bids on the basis of the Offer (Total Base Bid), Alternate Prices, Unit Prices, Force Account Work Rates, and References.

8.2 Where Alternate Pricing is requested in the Bid Form, Bidders may, but shall not be obligated to include such Alternate Pricing.

8.3 The City may, in its sole discretion, choose to award the Contract using the work method for which Alternate Pricing is requested (the “Alternate Work”). For the purpose of considering whether to proceed with the Alternate Work and of comparing Bids on that basis, the City may adjust the Total Base Bid amount to reflect the Alternate Pricing and if the City awards the Contract with the Alternate Work, the successful Bidder’s Total Base Bid, after adjustment to reflect the Alternate Pricing, will be the Contract price.

9.0 Knowledge of Site and Work

9.1 Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranty as to the conditions of the site.

10.0 Proof Of Insurance

10.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the successful Bidder shall provide proof of the insurance required by the Contract by delivering a completed certificate of insurance to the City.

11.0 Permits

11.1 The City will apply for and pay for the building permit for the work.

11.2 The successful Bidder is required to obtain a City of New Westminster business license prior to commencement of work.

12.0 Pricing Requirements

12.1 All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the HST (Harmonized Sales Tax) shall be excluded from the price.

13.0 Queries

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- 13.1 The City requests Bidders to advise the City of any errors, conflicts, or omissions in the Bid Documents so the City may issue an addendum.
- 13.2 Address all queries or requests for additional information to:
Roy Moulder, SCMP, Purchasing Manager
City of New Westminster,
Email: rmoulder@newwestcity.ca
- 13.3 The City cautions Bidders that information obtained from anyone other than the above contact person is not official, may be inaccurate and is not to be relied upon by Bidders.
- 13.4 The City accepts no responsibility for any information provided by its employees or agents this is not provided in writing by or through the above contact person.

14.0 Bidders' Meeting

- 14.1 The City has arranged a **Bidders' Meeting** on **Tuesday, July 5th, 2011 at 10:00 am at the construction site – 700 block of Columbia Street, New Westminster.**
- 14.2 This meeting is not considered mandatory. However, it will be the only opportunity for Bidders to gain access to the site during the Tender process.
- 14.3 If requested, the City will provide the company name and phone number of the attendees at the Bidders Meeting.

15.0 Bid Security, Performance Bonding and Guarantees

- 15.1 All Bidders are required to provide with their Bid, Bid Security in a form acceptable to and payable to the City of New Westminster. The amount of the Bid Security must be equal to ten percent (10%) of the Bid Price (excluding HST), and one of the following types:
- a) Bid Bond;
 - b) Certified Cheque;
 - c) Irrevocable Letter of Credit; or
 - d) Bank Draft.
- 15.2 If, after Award of Contract, the successful Bidder refuses to enter into the Contract, the Bid Security shall be forfeited to the City of New Westminster on account of its damages, without prejudice to the City's remedies for the Bidder's breach of contract.
- 15.3 **Failure to provide the required Bid Security with a Bid will result in disqualification of the Bidder.**
- 15.4 The successful Bidder will be required to provide to the City of New Westminster, in a form acceptable to the City, Performance Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
- a) Certified Cheque;
 - b) Irrevocable Letter of Credit;
 - c) Bank Draft; or

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d) A Performance Bond.

15.5 The Successful Bidder will be required to provide to the City of New Westminster, in a form acceptable to the City, Labour and Material Payment Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:

- a) Certified Cheque;
- b) Irrevocable Letter of Credit;
- c) Bank Draft; or
- d) A Labour and Material Payment Bond, the Bond must be a Broad Form bond protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

16.0 Form Of Contract

16.1 Any contract arising from this Invitation to Tender will use the CCDC 2 – 2008 Stipulated Price Contract (not bound in the tender documents) and the Supplementary Conditions included in the Bid Documents.

17.0 Ownership Of Tenders And Freedom Of Information

17.1 All documents submitted to the City become the property of the City and the City has the right to make copy of such documents. Bids are not to be submitted on a confidential basis and while the City may choose not to publicly disclose a Bid or parts of a Bid, the City shall not, as between the City and a Bidder, be under any obligation to treat all or any part of a Bid as confidential. Bidders should also be aware that the City, is subject to the provisions of *British Columbia’s Freedom of Information and Privacy Protection Act (FOIPP)* and *Community Charter*. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

End of Instructions to Bidder

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1.0 PROJECT

Title: **Excavation & Shoring Multi-Use Civic Facility and Office Tower**

Location: 777 Columbia Street, New Westminister, BC

2.0 BIDDER

Name: _____

(Hereinafter referred to as the “Bidder”)

Address: _____

(including postal code)

Contact Name: _____

Telephone No: _____

Facsimile No: _____

Email Address: _____

3.0 OWNER

The Owner is the City of New Westminister, 511 Royal Avenue, New Westminister, BC, V3L 1H9, hereinafter referred to as the “City”.

4.0 OFFER

4.1 The Bidder, having examined the Bid Documents and having gained full knowledge of the scope, character and location of the work and having become familiar with the local conditions, hereby offers to the City to execute the Work for the above named project in accordance with the Bid Documents for the amount of:

_____dollars

(\$ _____), the contract price, which price shall be subject to adjustments as may be provided in the Tender Documents. The contract price **excludes** the HST (Harmonized Sales Tax). The contract price will be adjusted to reflect the Alternate Prices if the City awards the Contract based on the work method for which Alternate Prices have been requested.

4.2 The Bidder acknowledges that the City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

4.3 The Bidder acknowledges that the City will evaluate Bids based on the Total Base Bid (Offer), Alternate Prices, Separate Prices, Unit Rates, Force Account Work Rates, and References.

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5.0 PRICE BREAKDOWN

- 5.1 The Total Base Bid (Offer) shown in 4.1 shall be the total of the amounts inserted for items listed below within the Base Bid category.
- 5.2 Each of these item amounts shall represent the value of the item of work proportionate to the Total Base Bid. Prices shall be all found, including the proportionate amount of General Requirements, overhead, and profit (see 12.0 Pricing Requirements of the Instructions to Bidders).
- 5.3 The City may award a contract for all or part of the work based on the Total Base Bid, Alternate Prices, Separate Prices and Unit Prices, as applicable, depending on the work the City elects to add or remove from the contract.

Item	Description	Price Breakdown
Base Bid		
1.0	Demolition and Excavation Work	
.1	Mobilization	\$
.2	Demolition and Removal	\$
.3	Bulk Excavation	\$
	Subtotal 1.0	\$
2.0	Civil Works	
.1	Complete Storm, Sanitary Drainage System and lighting as per DWG 1 from McElhanney Consulting Services Ltd.	\$
	Subtotal 2.0	\$
3.0	Shoring	
.1	Shoring system – Jet Grout Piling option	\$
	Subtotal 3.0	\$
	TOTAL BASE BID (excluding HST)	\$
	Harmonized Sales Tax (HST)	
	TOTAL LUMP SUM BASE BID	\$

6.0 ALTERNATE PRICES

- 6.1 Alternate Price (items 1.0) is **not to be included** in the Offer amount shown in 4.1 above.
- 6.2 Alternate Price is to include all work for Sheet Pile Shoring as described in the drawings and specifications and associated work and costs necessary to complete the work as described. The Alternate Price shall represent the difference between the base bid work and the Alternate Price work, shown as added or deducted from the Offer required in 4.1 above. Alternate Prices are **not** to include.

Item	Description	Add or Deduct from Base Bid
6.2.1	Supply and Installation of Sheet Piling Option	\$
		<hr/>

7.0 SEPARATE PRICES

- 7.1 Separate Price (items 1.0) is **not to be included** in the Offer amount shown in 4.1 above.
- 7.2 Separate Price is to include all work as described. Provide pricing for the following work, which may be included in the scope of work at the discretion of the Owner. Separate Prices are not to include HST.

	Description	Add or Deduct from Base Bid
7.2.1	Removal of Temporary Ramp within the Excavation Site	\$
		<hr/>

8.0 UNIT PRICES

- 8.1 Unit Prices (items 8.3.1 to 8.3.9 below) are to include all work as described and associated work and costs necessary to complete the work as described. Unit Prices are **not** to include HST.
- 8.2 The City may use the Unit Prices to add work to or delete work from the Contract.
- 8.3 The Bidder offers to provide the following materials and labour for extra work as authorized by the City for the following unit rates.

Item	Description	Unit	Price per Unit
.1	Bulk excavation (machine) and off-site disposal	yd ³	\$
.2	Rock excavation (up to 100 yd ³)	yd ³	\$
.3	Rock excavation (over 100 yd ³)	yd ³	\$
.4	Detailed rock excavation	yd ³	\$
.5	Lean Mix Concrete Fill – supply and install	yd ³	\$
.6	Shotcrete, 4” thick, including steel mesh as per Drawings	ft ²	\$
.7	Soil anchor, fully grouted, including anchor plate, for all sizes of anchors indicated on the Excavation Shoring Drawings	linear ft.	\$
.8	Jet grout column	linear ft.	\$
.9	De-watering	per month	\$

9.0 FORCE ACCOUNT WORK RATES

9.1 The Bidder offers to provide the following equipment and labour for additional work as authorized by the City for the following unit rates:

	Equipment Type		Rate per hour (all found)
.1	Tandem	\$	/hour
.2	Tandem & Trailer	\$	/hour
.3	Single Axle	\$	/hour
.4	Loader	\$	/hour
.5	Rubber Tire Backhoe	\$	/hour
.6	Excavator	\$	/hour
.7	Sweeper	\$	/hour
.8	Bobcat	\$	/hour
	Labour Classification		Rate per Hour (all found)
.9	Foreman	\$	/hour

	Equipment Type		Rate per hour (all found)
.10	Equipment Operator	\$	/hour
.11	Pipe Layer	\$	/hour
.12	Labourer	\$	/hour
.13	Flag person	\$	/hour
.14	Grade person	\$	/hour
.15	Concrete Finisher	\$	/hour
.16	Carpenter	\$	/hour
.17	Other (detail):	\$	/hour

10.0 EQUIPMENT TO BE USED

9.1 The Bidder advises that the following equipment is contemplated for use on this project.

	Equipment
.1	
.2	
.3	
.4	
.5	
.6	
.7	
.8	
.9	
.10	

11.0 ADJUSTMENTS TO CONTRACT PRICE

11.1 The Bidder will carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions.

12.0 SCHEDULE

12.1 The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City within _____ days from the date of the Notice to Proceed.

12.2 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

13.0 ADDENDA

13.1 Any addenda issued by the City shall become part of the Bid Documents.

13.2 The Bidder acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

<u>Addendum No.</u>	<u>Dated</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14.0 SUBCONTRACTORS

14.1 The Bidder confirms that the following is a list of all the subcontractors who will be employed for the work. No other subcontractors will be employed unless prior written approval is received from the City.

<u>Name of Subcontractor</u>	<u>Item of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

15.0 CONTRACTOR NUMBERS

15.1 Bidder’s WorkSafe BC Firm Number is _____

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16.0 REFERENCES

16.1 Bidders shall provide sources for three (3) references (companies for whom work of a similar nature was done in the past two (2) years, including the City of New Westminster).

1 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

2 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

3 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

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17.0 ACCEPTANCE

17.1 Acceptance of this offer by the City will be made by the issuance of a Letter of Award.

18.0 SIGNATURES

SIGNED, SEALED, AND DELIVERED by the Bidder:

(Contractor's Name)

(Legal Signing Authority)

(Corporate Seal)

(Print Name and Title)

(Date)

End of Bid Form

CITY OF NEW WESTMINSTER	SUPPLEMENTARY GENERAL CONDITIONS CCDC-2 2008
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These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 - 2008 and form a part of this Contract. In the event of any conflict between the provisions of the Contract Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

ARTICLE A-5 PAYMENT

Paragraph 5.3 Interest –

Delete in its entirety.

DEFINITIONS

Section 6 Contract Documents

Insert “written” immediately before the word “amendments”, in the second line.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.7.1 *Between “the Agreement between the Owner and the Contractor” and “Definitions” –*

Insert “Addenda”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 *Insert the following after the words “Contract Document”*

“until complete performance of the Work, and during the warranty period as required.”

2.2.7 *Delete the words “, except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE*

OWNER” from the first line.

PART 3 EXECUTION OF THE WORK

GC 3.5 CONSTRUCTION SCHEDULE

Add the following:

3.5.2 *“The Contractor will perform the Work in compliance with the construction schedule. If, for any reason, the Work falls behind the schedule for the Work set forth in the construction schedule the Contractor shall as part of the Work either:*

- (a) *if in accordance with the Contract Documents the delay entitles the Contractor to a time extension the Contractor shall forthwith prepare and deliver to the Consultant a revised construction schedule to the reasonable satisfaction of the Consultant indicating the revised dates for the remaining activities of the Work; or*
- (b) *if in accordance with the Contract Documents the delay does not entitle the Contractor to a time extension then the Contractor shall take such steps as required to bring the Work back into conformity with the construction schedule.*

Failure to comply with the requirements of this section shall be deemed to be a default under the Contract to which the provisions of GC 7.1.2 apply.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Add the following to the end of:

3.7.2 *“The Contractor shall not employ any Subcontractor, or change Subcontractor, without the written approval of the Consultant, which approval will not be unreasonably withheld.”*

GC 3.8 LABOUR AND PRODUCTS

Add the following:

3.8.4 *“Immediately upon receiving from the Consultant or the Owner a written notice stating the Consultant’s or the Owner’s reasonable objection to the work conduct of any superintendent, foreman or worker on the Project site, the Contractor will remove such persons from the Project site.”*

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GC 3.9 DOCUMENTS AT THE SITE

3.9.1 Insert “reviewed shop drawings” *immediately after the words* “Contract Documents”, *in the first line.*

GC 3.10 SHOP DRAWINGS

Add the following to the end of:

3.10.1 “The shop drawings provided by the *Contractor* will be complete and show the entire extent of the relevant portion of the *Work*.”

Add the following:

3.10.13 “Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner’s* property.”

3.10.14 “The *Contractor* shall not proceed with the *Work* to which a *Shop Drawings* applies before the *Consultant* has reviewed and returned the shop drawing as provided by GC 3.10.12.”

PART 4 ALLOWANCES

GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Add the following to the end of:

5.2.3 “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”

GC 5.3 PROGRESS PAYMENT

5.3.1.2 Delete “10 calendar days” and replace with “thirty (30) calendar days”

Add the following:

5.3.2 “The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor’s* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor’s* behalf.”

5.3.3 “The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.”

5.3.4 “In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* estimates as the total cost to complete the deficiencies or a minimum of one thousand (\$1000.00) dollars, whichever is greater.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following:

5.4.4 “The *Contractor’s* application for *Substantial Performance of the Work* will constitute a waiver by the *Contractor* of all claims except those then previously made in writing to the *Owner*.”

GC 5.5 PAYMENT OF HOLDACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.3 Delete in its entirety.

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GC 5.7 FINAL PAYMENT

Add the following:

- 5.7.5** “The *Consultant* will not issue the final certificate for payment until the *Contractor* has submitted a release from the Workers Compensation Board covering work of the *Contract* to completion, plus inspections and approval certificates of all authorities with jurisdiction.”
- 5.7.6** “The issuance of a final certificate for payment in no way relieves the *Contractor* from correcting defects or deficiencies not apparent at the time the certificate is issued.”

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

Add the following:

- 6.1.3** “Whenever the *Consultant* delivers a written request to the *Contractor* for a quotation of a possible change, the *Contractor* will within 10 days after receiving such request provide to the *Consultant* in writing a quotation of the value of the contemplated change (increase or decrease) and a statement of the effect, if any, of the contemplated change on the construction schedule. The *Contractor’s* written quotation and statement will be interpreted to include all costs, including any indirect or “impact” effects, and all effects on the construction schedule. The *Contractor* will not be entitled to claim on account of any cost or effect not included specifically in the quotation and statement unless the quotation and statement specifically itemize and describe such indirect effects.”

GC 6.2 CHANGE ORDER

Add the following at the end of:

- 6.2.1** “There shall be no adjustment to the *Contract Time* should the *Contractor* fail to present a request for a specific adjustment to the *Contract Time* in response to a notice describing a proposed change in the *Work*.”

Add the following:

- 6.2.3** “A *Change Order* shall be a final determination of adjustments in the *Contract Price* and *Contract Time*. There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever based on the quantity, scope, or cumulative value of changes in the *Work*.”
- 6.2.4** “The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*.
- .1 by estimate and acceptance in a lump sum;
 - .2 where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
 - .3 by costs and a percentage fee for overhead and profit.”
- 6.2.5** “When a change in the *Work* is proposed or required, the *Contractor* shall present to the *Consultant* for approval its claim for a change, if any, in the *Contract Price* and change, if any, in *Contract Time* with full documentation and complete itemized cost breakdown in a form acceptable to the *Consultant* and the *Owner*. The *Contractor* shall make available original documentation and records for audit as may be requested by the *Consultant* or *Owner*. The *Consultant* shall satisfy itself as to the correctness of such claim and, when approved by the *Owner*, a *Change Order* shall be issued to the *Contractor* amending the *Contract Price* and *Contract Time* as appropriate. The value of *Work* performed in the *Change Order* shall be included for payment with the regular certificates for payment.”
- 6.2.6** “In the case of changes in the *Work* to be paid for under methods .2 and .3 of paragraph 6.2.4, the form of presentation of costs and methods of measurement shall be agreed to by the *Consultant*, *Contractor* and the *Owner* before proceeding with the change. The *Contractor* shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the *Work*, together with vouchers and complete documentation where applicable. The *Contractor* shall make available original documentation and records for audit as may be requested by the *Consultant* or *Owner*.”
- 6.2.7** “In the case of changes in the *Work* to be paid for under methods .1, .2 or .3 of paragraph 6.2.4 *Contractor* and *Subcontractor* overhead and profit shall be limited to and calculated as follows:

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- .1 Work carried out by the *Contractor's* own forces or *Subcontractor*: 10% overhead and profit combined.
- .2 *Contractor's* overhead and profit on *Subcontractor's* work: 10% overhead and profit combined.
- .3 Credits to the *Owner's* account: For changes involving deletions only, *Contractor's* and *Subcontractor's* overhead and profit shall not be deducted.
- .4 *Contractor's* and *Subcontractor's* overhead and profit shall be calculated on net additional work only, after all credits have been deducted. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*."

- 6.2.8** "Costs for the purposes of subparagraph 6.2.4.3 shall be limited to those items described in paragraph 6.3.7 of GC 6.3-CHANGE DIRECTIVE."
- 6.2.9** "If the method of valuation, measurement, change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Consultant* in the first instance will determine the method of valuation, measurement, the change in *Contract Price* and *Contract Time* subject to final determination in the manner set out in PART 8 – DISPUTE RESOLUTION and the *Contractor* shall promptly proceed with the change."
- 6.2.10** "In the case of a dispute in the valuation of a change authorized in the *Work* and pending final determination of such value, the *Consultant* will certify the value of work performed in accordance with the *Consultant's* valuation of the change and include the amount with the regular certificates for payment. The *Contractor* shall keep accurate records of quantities and cost of such work. The *Contractor* shall make available original documentation and records for audit as requested by the *Consultant* or *Owner*."
- 6.2.11** "It is intended in all matters referred to above that the *Consultant*, the *Owner*, and *Contractor* shall act promptly."
- 6.2.12** "If notice of any change affecting the scope of the *Work* or the provisions of the *Contract Documents* (including, but not limited to, *Contract Price* or *Contract Time*) is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the *Contractor's* responsibility. The *Contractor* shall provide written notice of any such change to the surety and obtain the written consent or acknowledgement of the surety to such change if required in order to ensure continued bonding of the *Contract*. The amount of each applicable bond shall be adjusted to reflect the effect of any such change."

GC 6.3 CHANGE DIRECTIVE

Add the following sentence to the end of:

- 6.3.4** "The allowance for overhead and profit shall be limited to and calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER."
- 6.3.7** "All other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER.
- 6.3.7.1** *In subparagraph 6.3.7.1 add "construction" before "personnel" and after "personnel" add "excluding administrative, clerical, and supervisory personnel, and for only the portion of their time required for the work attributable to the change"*
- 6.3.7.5** *Delete "and hand tools not owned by the workers" and replace with "exclusive of hand tools".*
- 6.3.7.9** *After "subcontracts" add "provided, however, that the costs included in such amounts shall be limited to the actual cost of the items described in this paragraph 6.3.7 changing "Contractor" to "Subcontractor" as necessary".*
- 6.3.7.10** *Delete "such as" and replace with "of".*
- 6.3.7.15** *Delete in its entirety.*

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GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add the following:

- 6.4.5** “The Contractor acknowledges that it has inspected the Place of the Work for the physical conditions described in GC 6.4.1 and has disclosed its findings to the Owner. The Contractor agrees not to seek any increases in the Contractor’s cost or time to perform the Work in respect of any conditions that were or ought to have been discovered upon reasonable inspection by the Contractor prior to the date of the Contract.”

GC 6.5 DELAYS

Add the following to the end of:

- 6.5.4** No claim for additional payment arising from a delay will be payable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

Add the following:

- 6.5.6** “The *Owner* may, at any time, give written direction to the *Contractor* for the *Contractor* to accelerate the *Work*, in which event the *Contractor* shall use reasonable best efforts to proceed with the *Work* more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the *Owner* the *Contractor* is behind the approved Construction Schedule due to a cause within the *Contractor’s* control, then the cost of such acceleration shall be borne by the *Contractor*. If at such time the *Contractor* is not behind the construction schedule, or is not behind due to a cause within the *Contractor’s* control, then the cost of such acceleration shall be for the account of the *Owner*.”

- 6.5.7** “If, for any reason, the *Contractor* deems it necessary to accelerate the *Work*, then the *Contractor* shall provide written notice of its intention to accelerate at least 24 hours prior to doing so.”

- 6.5.8** “In the event of a delay which results in a stoppage of the *Work*, the *Contractor* shall take all reasonable steps to protect the *Work* for the entire period of the delay. The cost of such protection shall be paid as follows:
- (i) if under 6.5.1, or 6.5.2, the *Owner* will pay,
 - (ii) if under 6.5.3 the *Contractor* will pay.”

PART 7 DEFAULT NOTICE

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.2** *Delete the words “and if the Consultant has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action” from the second and third lines.*

GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.3.1** *Delete in its entirety.*

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.5.2** *Delete the words “which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible and which were not disclosed by the Owner or which were disclosed but have not been dealt with as required under paragraph 9.2.4.”.*

- 9.2.5.3** *Immediately after the words “stopping the Work” in the first line, insert “if necessary”.*

- 9.2.7** *Delete GC 9.2.7 in its entirety and replace it with the following:*

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“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.2.6 determines, that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible:

- .1 the *Contractor* shall within 10 *Working Days* prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* shall, within 5 *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* did not approve the plan;
- .2 having received approval from the *Owner*, the *Contractor* shall promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
- .3 the *Contractor* shall make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .4 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken by the *Contractor* pursuant to paragraphs 9.2.5 and 9.2.7;
- .5 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
- .6 the *Owner* shall indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.”

9.2.8 Delete .1 through .4 in their entirety and replace with the following:

9.2.8.1 “within 10 *Working Days* prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* shall, within 5 *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* did not approve the plan”;

9.2.8.2 “having received approval from the *Owner*, promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan”;

9.2.8.3 “make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY”;

9.2.8.4 “reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6”; and

9.2.8.5 “indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.”

GC 9.5 MOULD

9.5.2 Delete in its entirety and replace with the following:

“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was caused by the *Contractor's* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible, the *Contractor* shall, at the *Contractor's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the *Owner* for reasonable expenses costs incurred with regard to the expert under paragraph 9.5.1.3; and
- .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.”

9.5.3 Delete in its entirety and replace with the following:

“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was not caused by the *Contractor's* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible:

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- .1 the *Contractor* shall take all reasonable and necessary steps to safely remediate or dispose of the mould;
- .2 the *Contractor* shall make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .3 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken pursuant to paragraphs 9.5.3.1 and 9.5.3.2;
- .4 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay;
- .5 the *Owner* shall indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.”

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 *Add the following to the end of 10.2.1:*

“This *Contract* shall be construed according to the laws of British Columbia. The *Contractor* will undertake all *Work* in full compliance with all applicable laws, including without limitation all building codes, regulations and bylaws.”

10.2.6 *Delete the words “knowing it to be” from the second line.*

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1 *Delete in its entirety and replace with the following:*

11.1.1 “Without restricting the generality of the indemnification provisions of this contract, insurance coverage will be arranged and paid for as under-noted:

11.1.2 The City of New Westminster will procure and, during the progress of the *Work*, maintain a “Wrap-Up” Commercial General Liability policy (“Wrap-Up Policy”) and an All Risks Course of Construction insurance policy (“Builders Risk Policy”) on a “wrap-up” basis including as named or unnamed insureds the City of New Westminster, the City of New Westminster’s Consultant, the Contractor and its Subcontractors, and all consultants, contractors and subcontractors who are directly engaged to perform part of the *Work* on the Site, and their respective officers, directors and employees. Insurance coverage provided to the Contractor and its Subcontractors under the policies will only apply to the *Work* performed for the Contract.

11.1.2.1 The City of New Westminster will procure the Wrap-Up Policy and the Builders Risk Policy prior to commencement of work on site, unless the Contractor agrees to later dates.

11.1.2.2 The Contractor shall notify the City of New Westminster’s Consultant and City of New Westminster immediately where an incident occurs that may give rise to a claim. Where an accident occurs that gives rise to a claim, the Contractor shall, at the Contractor’s cost, assist the City of New Westminster to provide notices, proofs of loss and such other documentation as the insurer may require to process the claim under the Wrap-Up Policy or the Builders Risk Policy.

11.1.2.3 The Wrap-Up Policy and Builders Risk Policy will contain a waiver of subrogation against all named and unnamed insureds, including the City of New Westminster, City of New Westminster’s Consultant and Contractor, and against their respective consultants and subcontractors as well as the officers, directors and employees of the foregoing.

11.1.2.4 Exclusions under the Wrap-Up Policy and Builders Risk Policy will be those exclusions common to Commercial General Liability and Builders Risk policies designed specifically for the construction industry. The exact wording of the exclusions will be as prescribed by the insurer and as accepted by the City of New Westminster.

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11.1.3 Wrap-Up Commercial General Liability Insurance

11.1.3.1 The Wrap-Up policy will provide coverage for damages because of bodily injury (including death resulting there from) and personal injury sustained by any person or persons, or because of injury to or destruction of property arising out of any operations in connection with the Contract, in an amount not less than \$25,000,000. per occurrence and in the aggregate with respect to products and completed operations and provide coverage for, among other things, such general categories as:

- a) broad form property damage
- b) premises and operations liability
- c) elevator and hoist liability
- d) broad form completed operations and products liability
- e) broad form loss of use
- f) loss of use without property damage
- g) blanket contractual liability
- h) contingent employer's liability, and
- i) non-owned licensed motor vehicles (except those leased for a term in excess of 30 days) used in connection with the Work.
- j) cross liability clause
- k) employees as additional insureds
- l) sudden and accidental pollution – 240 hour reporting
- m) world wide territorial limit with suits brought in North America
- n) medical payments
- o) fire fighting expenses
- p) excavation, pile driving, shoring, blasting, underpinning and/or demolition work included

11.1.3.2 The Wrap-Up policy will also include 24 months of completed operations coverage which will commence upon Substantial Completion of the project.

11.1.3.3 The property damage deductible under such insurance shall not exceed \$25,000 per occurrence.

11.1.3.4 The Wrap-Up policy will exclude damage to the existing structure.

11.1.4 All Risks Course of Construction Insurance

11.1.4.1 The City of New Westminster will procure and maintain a Builders Risk Policy in an amount not less than the Contract Price, covering the replacement value of property insured. This policy shall remain in force until Substantial Completion, or until the City of New Westminster has arranged to have this completed project added to their property policy.

11.1.4.2 Deductibles per occurrence:

- (a) \$50,000 deductible with respect to Flood perils;
- (b) 5% deductible of the insured values at the time of loss with respect to Earthquake Perils, but not less than \$250,000;
- (c) \$10,000 for testing/mechanical breakdown;
- (d) \$10,000 for direct damage resulting from all other insured perils.

11.1.4.3 For property insured under the Builders Risk Policy stored at an off site location or in transit, a limit of \$100,000.

11.1.4.4 Either the Builders Risk Policy, pursuant to its terms or by an endorsement to the Builders Risk Policy, or a separate "Riggers/Hook Liability" policy procured by the City of New Westminster, will cover and insure the full value of material and equipment lifted on Site by cranes during the performance of the Work.

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11.1.4.5 All deductibles will be paid by the Contractor, except for claims arising out of damage caused by earthquake or floods (provided that for floods caused or worsened by the activities of the Contractor, the Contractor shall pay the deductible) and except to the extent that claims arise out of the negligence of the City of New Westminster, in which case the City of New Westminster will pay only that proportion of the deductible which represents the proportion of contributory fault of the City of New Westminster.

11.1.4.6 In the event of a claim under the Builders Risk policy, the City of New Westminster will act on behalf of the City of New Westminster and the Contractor in adjusting the amount of the loss with the insurer and the Contractor will:

- a) repair the damage and complete the Work; and
- b) be entitled to receive, in addition to the amounts previously paid under the Contract, the amount received from the insurer under the policy as compensation for the costs of correction, repair or replacement of those parts of the Work that were previously constructed by the Contractor and paid for by the City of New Westminster.

11.1.4.7 Any such claim shall not affect the rights or obligations of either the City of New Westminster or the Contractor except that the Contractor will be entitled to a reasonable extension of the Contract Time for the completion of the Work, which extension of time will be equal to the actual delay caused to the critical path for completion of the Work.

11.1.5 INSURANCE BY CONTRACTOR

11.1.5.1 Contractors Equipment

11.1.5.1.1 The Contractor and each Subcontractor shall, at its own expense, obtain and maintain until completion of the Contract “all risks” insurance covering all construction equipment owned or rented by them for which they may be responsible. Deductibles under this policy shall not exceed \$50,000 per occurrence.

11.1.5.2 Marine Cargo Insurance

11.1.5.2.1 Except to the extent that the City of New Westminster in its sole discretion otherwise expressly agrees in writing to procure some or all marine cargo insurance, if ocean marine cargo is used the Contractor and each Subcontractor shall insure all materials, equipment or other property to be supplied pursuant to the Contract, or used in the performance of the Contract, and which requires to be transported as ocean marine cargo for their full replacement value subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extension, and including transits and storage where applicable. In addition, if an entire vessel is chartered for shipping equipment then Charterer’s Liability insurance shall be provided, in amounts sufficient to protect and indemnify the Contractor and its Subcontractors of all liability arising out of the chartering of such vessel.

11.1.5.3 Motor Vehicles

11.1.5.3.1 The Contractor and each Subcontractor shall, at its own expense, obtain and maintain until completion of the Contract such insurance as will protect such Contractor or Subcontractor (and others driving any motor vehicles with their consent) against the liability imposed by law upon such Contractor or Subcontractor or other person, for loss or damage including without limitation property damage, personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work, on and off the site, whether owned, rented, leased, borrowed or otherwise by such Contractor or Subcontractor.

11.1.5.3.2 Without restricting the generality of the foregoing, the Contractor and all Subcontractors shall provide Standard Owner’s Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance as provided by the Insurance Corporation of British Columbia (“ICBC”) in accordance with the Automobile Insurance Act, with minimum inclusive limits for bodily injury and property damage (third party) of not less than \$5,000,000. If the Contractor or its Subcontractors have equivalent insurance from an insurer other than ICBC, such insurance shall provide no less coverage than that provided by ICBC in accordance with the foregoing.

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11.1.5.3.3 A confirmation of Insurance (APV47), or equivalent form acceptable to the City of New Westminster, shall be provided by the Contractor and each Subcontractor.

11.1.5.4 Other Insurance

11.1.5.4.1 The Contractor and each Subcontractor shall provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

11.1.5.4.2 The Contractor at its cost shall procure such excess insurance to the Commercial General Liability policy, and Builders Risk policy procured by the City of New Westminster as the Contractor considers necessary to fully protect and indemnify the Contractor against any liability in excess of the coverage provided pursuant to the aforesaid policies procured by the City of New Westminster.

11.1.5.4.3 The Contractor shall provide Commercial General Liability insurance for any work relating to correction of defects or deficiencies which occur during the warranty period for a limit of no less than \$10,000,000.

11.1.5.5 Additional Insureds and Waiver of Subrogation

11.1.5.5.1 All insurance provided by the Contractor and the Subcontractors, other than Workers' Compensation, Automobile insurance and professional errors and omissions insurance, shall:

- a) have added as named insureds or additional insureds the City of New Westminster, the City of New Westminster's Consultant, the Contractor and their respective consultants and subcontractors engaged in any part of the performance of the Contract, and their respective directors, officers, employees, servants, agents, partners, parents, subsidiaries, affiliated or related firms;
- b) contain a waiver of subrogation as against all Named Insureds;
- c) contain a breach of warranty provision whereby a breach of a condition by the Contractor or any Subcontractor will not eliminate or reduce coverage for any other insured; and
- d) except for any excess Commercial General Liability insurance, be primary insurance with respect to any similar coverage provided by insurance procured by or available to the City of New Westminster.

11.1.5.6 Cancellation

11.1.5.6.1 All insurance provided by the Contractor and the Subcontractors, other than workers' compensation and automobile insurance, shall contain endorsements on the following terms:

11.1.5.6.2 "NOTICE: It is hereby understood and agreed that this policy will not be cancelled, reduced, materially altered or amended without the Insurer(s) giving at least sixty (60) days prior written notice by Registered Mail to the City of New Westminster (**add the City's contact name and address here**)."

11.1.5.7 Deductibles

11.1.5.7.1 All deductibles will be paid by the Contractor, except for claims arising out of damage caused by earthquake or floods (provided that for floods caused or worsened by the activities of the Contractor, the Contractor shall pay the deductible) and except to the extent that claims arise out of the negligence of the City of New Westminster, in which case the City of New Westminster will pay only that proportion of the deductible which represents the proportion of contributory fault of the City of New Westminster.

- (a) All Risk Course of Construction Insurance

- .1 The *Owner* will provide all risk course of construction insurance, at its expense, the details of which will be available to the *Contractor* upon request, and deductibles will vary in connection with specific perils and losses. In connection with claims covered by the policy, the *Contractor* will be responsible for a \$10,000 deductible for each and every claim except 10% for an Earthquake claim, \$50,000 for a flood claim, but may be lower

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at the City's discretion, and the *Owner* will be entitled to deduct, set-off, or claim amounts for which the *Contractor* is responsible under the provision against the *Contractor*. It will be the responsibility of the *Contractor* to make claims and notify the insurer under this policy in accordance with the terms of the policy when there is a claim or potential claim for which the *Contractor* may be responsible. The *Contractor* will be completely responsible for claims not covered due to the acts or omissions of the *Contractor* or anyone for whom the *Contractor* is responsible.

- .2 Notwithstanding insurance obtained pursuant to any of these provisions or otherwise obtained, the *Contractor* shall remain bound by the indemnity provision.

The *Owner's* liability to the *Contractor* shall not extend in scope or amount beyond the coverage of insurance provided by the *Owner* as required by this *Contract*.

- .3 Exact details of the policy form wording, limits, and deductibles, as included in the **All Risk Construction** Insurance Policy and allowed under this *Contract*, together with the full elaboration of the exclusions are available from the *Owner's* Representative for the project.
- .4 At the time of any occurrence covered, or any occurrence appearing to be covered, by the **All Risks Construction** Insurance Policy, the *Contractor* for itself or on behalf of a subcontractor will immediately deliver notice of the occurrence in writing to the *Owner*. In every case, everything possible will be done to prevent further losses, damage, or injury. The *Contractor* will do all things necessary to ensure that notice of claims are immediately submitted to the appropriate insurance adjuster.

(b) Automobile Liability Insurance

The *Contractor* shall provide, maintain and pay for, and require all *Subcontractors* to provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Five million dollars (\$5,000,000.00) inclusive per occurrence.

- 11.1.6 "Unless specified otherwise, the duration of each coverage/insurance policy shall be from the date of commencement of the *Work* until the date of final certificate for payment."
- 11.1.7 "The *Contractor* shall provide the *Owner* with proof of insurance for those insurances required to be provided by the *Contractor* prior to commencement of the *Work*."
- 11.1.8 "The *Contractor* and/or his *Subcontractors*, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage/insurance except for perils of flood and earthquake."
- 11.1.9 "The *Contractor* shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section."
- 11.1.10 "The *Contractor* hereby waives all rights of recourse against the *Owner* and any other *Contractors* engaged in the *Work* with regard to damage to the *Contractor's* property."

GC 11.2 CONTRACT SECURITY

11.2.2 *Delete in its entirety and replace with the following:*

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*. The form of Performance Bond shall be in accordance with the latest edition of the CCDC approved Performance Bond form. The Labour and Materials Payment Bond shall be a Broad Form bond, protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

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GC 12.1 INDEMNIFICATION

12.1.1 Delete in its entirety and replace with the following:

“The *Contractor* shall indemnify the *Owner* from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect to losses suffered by the *Owner*, including in respect to claims by third parties, that arise out of or relate to the *Contractor*’s involvement in the Project, including performance or non performance of the *Work*, including claims arising from:

- .1 negligent or wrongful acts or omissions of the *Contractor* or anyone for whose acts or omissions the *Contractor* is liable; or
- .2 breach of the *Contract* by the *Contractor*.”

12.1.2 Delete the words “obligation of either party” and replace them with “*Contractor*’s obligation”.

12.1.2.1 Delete the words “and the *Contractor*” in the first line; and delete the words “either party” and replace them with the words “the *Contractor*”.

12.1.2.2 Delete the words “and the *Contractor*” in the first line; and delete the words “either party” and replace them with the words “the *Contractor*”.

12.1.3 Delete the words “either party” and replace with the words “the *Contractor*” and delete the word “other” and replace with “*Owner*”.

GC 12.2 WAIVER OF CLAIMS

12.2.1.1 Delete in its entirety.

12.2.2 Delete the words “paragraphs 12.2.1.2 and” and replace them with the word “paragraph”.

12.2.3 Delete in its entirety.

12.2.4 Delete in its entirety.

12.2.5 Delete in its entirety.

CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:
