



## ADVERTISEMENT

**Project Number:** CB 2  
**Project Name:**  
**Location of Project:** BC  
**Closing:** 201- at 2:00 P.M. PST

**Brief Description of Project and Value:**  
**INVITED BID PROJECT:** Contractors invited –

**The conditions for obtaining documents:**

All tender documents, including Plans, Specifications and Addenda are available to INVITED Contractors only on Kwantlen's PlanSource site for you to view, download, print or order printed for you:  
[www.kwantlen.plansource.ca](http://www.kwantlen.plansource.ca).

EXAMPLE: INVITED Bidders have been randomly selected from Kwantlen's Pre-Qualified Contractor Register for Small Construction/Renovation projects.

**Location where bid documents may be viewed:**

Kwantlen's Electronic Planroom, by invitation only.

Addenda will ONLY be posted on Kwantlen's PlanSource site and no other source for documents or addenda is to be considered reliable

**Location where bid documents may be obtained:**

Kwantlen's Electronic Planroom, by invitation only.

**Pre-bid Meeting:**

There will be a (non/mandatory) site tour on, 2011- beginning at :00 A.M. The site tour will start from

**Bid Submissions**

**Bids are to be submitted electronically (on-line) ONLY through <http://kwantlen.plansource.ca>, (or <http://kwantlenvrca.plansource.ca> if not INVITED BIDS) prior to the closing time of 2:00:00 P.M. Server Time, 2011-August-16. Bids will be made available to all bidders on-line at the expiration of the closing time. This will be in lieu of a public opening.**

***The Bidder Authorization process costs of \$40.00 for 1 month, or \$150.00 for 1 year will be required on registration to bid.***

Contractors are reminded to secure bonding through the bid module in advance of bid submission as Kwantlen will assume no responsibility for bonds not available.

Contractors must register their intent to bid by following the instructions below:

Steps to Register:

1. Open Bid Module
2. Click Submit Bid
3. Select Bid Form and click Next
4. You are now registered

Contact PlanSource at 604-294-6557 X101 if you require assistance in setting up your bid.

**Bid revisions, if applicable**

During the active bidding phase, and prior to the closing time, Bidders can withdraw, revise and resubmit their bid prior to closing, all on-line.

**The date(s) when Bid Documents may be obtained:**

On or after: 201 -

**Contractor qualification requirements**

Contractors must be able to supply bonding requirements as noted in the documents

**Form of Contract.**

The successful Contractor will be required to enter into a CCDC2-2008 Stipulated Price Contract for the Work with reference to all BCDC2(E)-2008 terms and conditions included.

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## PART 1.1 - INSTRUCTIONS TO BIDDERS

### CLAUSE 1 - DOCUMENTS

#### 1.1 DOCUMENTS

- .1 Carefully examine the following information. Failure to follow these instructions may result in bid disqualification.
- .2 Project information:
  - .1 Project / Contract No.:
  - .2 Project / Contract:

#### 1.2 Bid Documents

- (a) Advertisement - Invitation to Bid;
- (b) BCDC 2E - 2012, Part 1.1 Instructions to Bidders;
- (c) BCDC 2E - 2012, Part 1.2 Bid Form;
- (d) CCDC 2 - 2008, Articles of Agreement;
- (e) CCDC 2 - 2008, General Conditions;
- (f) BCDC 2E - 2012, Part 1.3 Supplementary Conditions;
- (g) BCDC 2E - 2012, Part 1.4 Project Specific Amendments, if any;
- (h) General Requirements;
- (i) Drawings and Specifications;
- (j) Addenda and Appendices, if any.

#### 1.3 CONTRACT DOCUMENTS

- .1 Upon award of contract the Contract Documents consist only of (b) to (j) above.

### CLAUSE 2 - PRE-BID INQUIRIES

- 2.1 Direct inquiries relating to Bid Documents, only to the Consultant/Owner at:

### CLAUSE 3 – PARTICULARS AFFECTING BID PRICE

#### 3.1 MATERIALS

- .1 Establish the Bid Price based on the use of materials specified in Drawings and Specifications.
- .2 Proposed alternatives to materials specified will be considered during the bidding period only if full descriptive data are submitted in writing to the Consultant/Owner at least Working Days before the bid closing date.

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- .3 Approved alternatives will be incorporated in the Drawings and Specifications by issuance of an Addendum.

### 3.2 CONDITIONS RELATED TO THE WORK

- .1 Become familiar with the site and existing conditions prior to submitting a bid and make allowances for conditions related to the *Work*.
- .2 Claims for an increase in Contract Price or Contract Time arising from observable conditions will be rejected by the *Owner*.

### 3.3 TAXES

- .1 The Bid Price includes all applicable taxes in force at the time of bidding and related to the progress of the *Work* except Value Added Tax (As defined in CCDC 2).
- .2 The successful bidder agrees to:
- .3 Pay applicable taxes in force during and related to progress of the *Work*.

## CLAUSE 4 - COMPLETION OF BID FORM

### 4.1 COMPLETION OF BID FORM

- .1 Complete the bid on the Bid Form included in the On-line Bidding System and execute in accordance with provisions of Clause 5 of the Instructions to Bidders, - EXECUTION OF THE BID.
- .2 If required, state the number of weeks within which the bidder will Substantially Perform the *Work*.
- .3 Indicate receipt of Addenda.
- .4 The Owner may reject the bid if the Bid Form has alterations, qualifications or omissions.

## CLAUSE 5 – EXECUTION OF THE BID

### 5.1 EXECUTION OF THE BID

- .1 Execute the Bid Form by the method of the bidder's identification and authentication as designated in the On-line Bidding System.

## CLAUSE 6 - DELIVERY OF THE BID

### 6.1 DELIVERY OF THE BID

- .1 All Bids shall be submitted through the On-line Bidding System not later than the date and time specified for the On-line Bidding System closing. Bids submitted after On-line Bidding System closing time will not be allowed by the On-line Bidding System.
- .2 The time as indicated on the On-line Bidding System shall be the official time for the On-line Bidding System closing.
- .3 The *Owner* is neither liable nor responsible for costs incurred by bidders in the preparation, submission, or presentation of the bid. Bidders will be required to accept on-line the Terms and Conditions for the On-line Bidding System in Clause 13.2 Terms and Conditions
- .4 Bid documents become the property of the *Owner*.

## CLAUSE 7 – SECURITY REQUIREMENTS

### 7.1 BID BONDS

- .1 Bid Bonds will be required to be submitted through the On-line Bidding System. Bid Bonds

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must be uploaded by the bidder's Surety representative and must include a clearly legible signature and seal. The attachment by the bidder of the Bid Bond with the on-line bid creates the lawful act of validating the bond by the bidder.

- .2 Ensure the Bid Form is accompanied by a bid bond in the amount of ten percent (10%) of the Bid Price. Certified cheques and guaranteed letters of credit will not be accepted.
- .3 Ensure the bid bond is issued on a CCDC 220 Bid Bond form or other form approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
- .4 If a successful bidder declines to enter a Contract within the period set out in the Bid Form, or a further agreed period of time, the principal and surety will be required to pay to the *Owner* a sum equivalent to the difference between the principal's bid and the accepted bid or ten percent (10%) of the principal's bid, whichever is the lesser.

## 7.2 PERFORMANCE BONDS AND LABOUR AND MATERIAL PAYMENT BONDS

- .1 The successful bidder agrees to:
  - .1 Provide a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price.
  - .2 Provide these bonds within ten (10) Working Days of contract award. Maintain bonds in good standing until Contract fulfillment. Ensure requirements of GC 1 2.3 – WARRANTY are met and payment obligations arising under the Contract are made while bonds are still in place.
  - .3 Ensure the Performance Bond is issued on CCDC-221 Performance Bond form, and Labour and Material Performance Bond is issued on CCDC-222 Labour and Material Performance Bond form or other forms approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
  - .4 include bonding costs in the Bid Price.
  - .5 Ensure the obligee on the bonds is the *Owner*.

## CLAUSE 8 - ACCEPTANCE OF THE BID

### 8.1 ACCEPTANCE OF THE BID

- .1 The lowest or any bid will not necessarily be accepted.
- .2 The *Owner*, at its sole discretion, may accept or reject any or all of the Alternative Prices submitted in the Bid Documents. Alternative Prices will not be considered in determining the successful bidder.
- .3 Alternative Prices listed in the Bid Documents shall remain open for acceptance by the *Owner* for the period stated in the Bid Documents, from the time and date specified for closing of bids.
- .4 Bids which contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may, at the sole discretion of the *Owner*, be disqualified or rejected.
- .5 The *Owner* retains the separate right to waive irregularities in the Bid Form if, at the *Owner's* discretion, such irregularities are of a minor or technical nature and have not provided the bidder with a competitive advantage. Errors of a clerical or technical nature are not grounds for a bidder to revoke a bid. Bidding irregularities will be reviewed generally in accordance with 2.3 Guideline for Administering Bidding Irregularities of the British Columbia Documents Committee (BCDC) in effect at the time of bid closing.

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- .6 In the event a single bid is received, the *Owner* may open the bid privately without reference to the bidder. If the bid is opened and it is in excess of the *Owner's* budget, the *Owner* reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid Price. The *Owner* reserves the right to accept or reject a single bid.
- .7 The *Owner* has the right to enter into over-budget negotiations with the lowest compliant bidder or a single bidder, without cancellation of all bids or consideration to other bidders, and to require that bidder to negotiate with Subcontractors named on their Bid Form.

#### **CLAUSE 9 – OWNER PROVIDED INSURANCE**

- .1 Refer to GC 11.1 - INSURANCE, GC 12.1 - INDEMNIFICATION and Supplementary Condition(s).

#### **CLAUSE 10 – CONTRACTOR PROVIDED INSURANCE**

- .1 Refer to GC 11.1 - Insurance, GC 12.1 - Indemnification and Supplementary Condition(s).

#### **CLAUSE 11 – BID DEPOSITORY**

- .1 Trades listed below shall submit their bid depository bids through the BCCA Electronic Bidding System at the time and on the date stated in the Invitation to Bid.

##### **(a) BID DEPOSITORY BIDS – BONDED AS PER THE RULES**

The current BCCA Electronic Bidding System Rules of Procedure and amendments listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following sub-trades:

[Note: Insert List]

or state:

[As per Appendix A of the Bid Form]

##### **(b) BID DEPOSITORY BIDS - NOT BONDED**

The current BCCA Electronic Bidding System Rules of Procedure, except bonding, and amendments listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following sub-trades:

Note: Insert List]

or state:

[As per Appendix A of the Bid Form]

- .2 Notwithstanding the requirements of Appendix A “STANDARD EXCLUSIONS” contained in the *BCCA Electronic Biddings System Rules of Procedure*, ensure all Work described in Bid Documents is included in the Bid Price.
- .3 When a bid is over budget and the lowest compliant bidder has received a single bid through the BCCA Electronic Bidding System (EBS), the *Owner* has the right to negotiate with the lowest compliant bidder and the lowest compliant bidder, in turn, has the right to negotiate with the single EBS bidder and the named Subcontractor(s). Should such negotiations not be successful, that portion of the Work may be re-bid by the lowest compliant bidder in

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cooperation with the Owner. The Owner has the right to apply other actions or remedies that may also be appropriate under the law.

- .4 Bidders receiving no bid depository bids through the BCCA Electronic Bidding System shall none the less list the name of a Subcontractor on the Bid Form in the place provided.
- .5 When requested to do so the bidder agrees to provide the Owner with proof of Subcontractor bonds within ten (10) Working Days of contract award.

#### **CLAUSE 12 - WORKERS' COMPENSATION BOARD LETTER**

- .1 After bid closing, upon request, the lowest compliant bidder agrees to provide a Workers' Compensation Board Letter of Good Standing within forty-eight (48) hours.

#### **CLAUSE 13 – ON-LINE BIDDING**

- 1. For on-line bidding requirements relating to system failure, functionality of a bidders on-line system, Exclusion of Liability, Terms and Conditions for On-line Bidding and Privacy Policy refer to <http://www.pccbc.com/wp-content/uploads/2012/05/BCDC-2E-Clause-13.pdf>.

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## PART 1.2 STIPULATED PRICE BID FORM

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

Project/Contract:

Project/Contract No.:

From (Bidder):

\_\_\_\_\_  
*company name*

\_\_\_\_\_  
*street address or postal box number*

\_\_\_\_\_  
*city/town, province and postal code*

Bidders Ph. \_\_\_\_\_ Bidders Fax. \_\_\_\_\_

To (Owner):

We, the undersigned, having examined the Bid Documents for the above named project/ contract, including Addendum Number(s) \_\_\_\_\_, and being familiar with the site and existing conditions, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated bid price of:

\$ \_\_\_\_\_  
*amount in writing*

\_\_\_\_\_ in Canadian dollars, excluding Value Added Taxes.

\$ \_\_\_\_\_  
*amount in figures*

\_\_\_\_\_ in Canadian dollars, excluding Value Added Taxes.

We, the undersigned, declare that:

- (a) ☒ We agree to attain Substantial Performance of the Work within (Contractor to fill in) \_\_\_\_\_ weeks after receiving notice of contract award and the contract time noted herein WILL NOT be taken into account by the Owner in awarding the contract. The date of contract award shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance of the Work within (Contractor to fill in) \_\_\_\_\_ weeks, taking into account the milestones and/or schedule noted in Division 01 of these Project Specifications, and after receiving notice of contract award. The contract time noted herein MAY BE considered by the Owner in evaluating the bid and determining contract award. The date of contract award shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance or the work within (Owner to fill in) [not applicable] \_\_\_\_\_ weeks after receiving notice of contract award. This contract time is identified by the Owner based on the rational included in Part 1.4 Project Specific Amendments. The date of contract award shall be the date the letter of award is sent to the bidder.

**BID INFORMATION TO BE SUBMITTED ON-LINE**



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**BID INFORMATION TO BE SUBMITTED ON-LINE**

- (b) we have arrived at this bid without collusion with any competitor,
- (c) this bid is open to acceptance by the Owner for a period \_\_\_\_\_ days from the date of bid closing, and
- (d) all bid form supplements called for by the Bid Documents form an integral part of this bid.

**Signatures:**

Signed and submitted by:

\_\_\_\_\_  
*company name*

\_\_\_\_\_  
*name and title of authorized signing officer*

\_\_\_\_\_  
*signature of authorized signing officer*

\_\_\_\_\_  
*name of witness*

\_\_\_\_\_  
*signature of witness*

\_\_\_\_\_  
*name and title of authorized signing officer*

\_\_\_\_\_  
*signature of authorized signing officer*

\_\_\_\_\_  
*name of witness*

\_\_\_\_\_  
*signature of witness*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**



**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line**

**Project/Contract No.:** \_\_\_\_\_

company name

### Item of Work

### BCCA Electronic Bidding System Subcontractors

[illegible][illegible]

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Project Name Project Location Owners Name	Date Section Name Section	
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### Appendix 'B' – ALTERNATIVE PRICES

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

**Project/Contract:**

**Project/Contract No.:**

**From (Bidder):**

*company name*

We, the above named bidder, offer the alternative prices requested below. The amount to be added to, or deducted from, our bid price (as entered in the Bid Form) is entered for each alternative requested. These prices do **NOT** include Value Added Taxes. If there is no change to the bid price for an alternative, we have so indicated. It is understood that:

- (a) the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,
- (b) alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the bid price, notwithstanding the award of the Contract.
- (c) the Work of the Contract and the Contract Price will reflect the alternatives and alternative prices, if any, accepted by the Owner at the time of contract award, and
- (d) acceptance of any alternatives will not affect the bid price contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.

<u>Description of Alternative</u>	<u>Effect on Bid Price</u>	
	<u>Add</u>	<u>Deduct</u>
Alternate Price No. 1		
	\$ _____	\$ _____
	Time (in Days) _____	_____
Alternate Price No. 2		
	\$ _____	\$ _____
	Time (in Days) _____	_____

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**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

### Appendix 'C' – ITEMIZED PRICES

(To be submitted within forty eight [48] hours of bid closing, upon request)

Project/Contract:

Project/Contract No.:

From (Bidder):

company name

We, the above named bidder, provide the breakdown of items of Work included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. It is understood that these itemized prices are provided for information purposes only and will not be used to modify the scope of the Work or adjust our bid price. These prices do **NOT** include Value Added Taxes.

Item of Work

Itemized Price

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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### Appendix 'D' – LIST OF UNIT PRICES

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

Project/Contract: \_\_\_\_\_

Project/Contract No.: \_\_\_\_\_

From (Bidder): \_\_\_\_\_  
*company name*

The following are our Unit Prices for the units of work listed hereunder. The Unit Prices listed apply to performing the units of work only during the Contract Time.  
These prices do **NOT** include Value Added Taxes.

<u>Unit of Work</u>	<u>Unit Price (\$)</u>	
	<u>Add</u>	<u>Deduct</u>

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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### Appendix 'E' – LIST OF CASH ALLOWANCES

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

Project/Contract: \_\_\_\_\_

Project/Contract No.: \_\_\_\_\_

From (Bidder): \_\_\_\_\_  
*company name*

We, the above named bidder, have provided the Cash Allowance(s) included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. These prices do **NOT** include Value Added Taxes.

Description of Cash Allowance

Amount

**BID INFORMATION TO BE SUBMITTED ON-LINE**

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**Appendix F - FAXED BID AMENDMENT**  
(To be used where required)

**Provided for  
Information  
Only.  
Bid Information  
to be Submitted  
On-line.**

TO (OWNER): \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

WE HEREBY AMEND OUR BID PRICE AS FOLLOWS:

	TO PREVIOUSLY SUBMITTED BID PRICE ADD	FROM PREVIOUSLY SUBMITTED BID PRICE SUBTRACT
AMENDMENT TO BID PRICE (in figures)	\$ _____	_____

AMENDMENT TO BID PRICE (in writing)	ADD / _____	_____
_____		_____

AMENDMENT TO TIME: We agree to attain Substantial Performance  
Amend our Required Alternative, Itemized or Unit Price

**Note:** These prices are completely new prices or price or in time are not a subtraction from or  
These prices do **NOT** include Value Added Tax

These changes in  
Itemized or Unit Prices.

\_\_\_\_\_ (Subtract from Bid Price)  
\$ \_\_\_\_\_

The amended change in time \_\_\_\_\_ days.

\_\_\_\_\_ \$ \_\_\_\_\_  
The amended change in time \_\_\_\_\_ days.

Other amendments include \_\_\_\_\_ (for reference and include by attachment):

\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

AUTHORIZED SIGNING OFFICER:

Name and Title: \_\_\_\_\_  
(Signature)

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## PART 1.3 SUPPLEMENTARY CONDITIONS

### GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Add, in the first sentence "review," before the word "tests".

2.3.4 In the first sentence replace "special" with "review," and add "review," before the third instance of "inspections".

Add:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the Work to comply with the application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

### PART 3 EXECUTION OF THE WORK

#### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

Delete:

3.2.2.2 Delete this clause in its entirety.

Add:

3.2.3.4 as it applies to the applicable health and construction safety legislation at the *Place of the Work* the *Contractor* shall assume overall responsibility and be designated as the "Prime Contractor."

#### GC 3.6 SUPERVISION

3.6.1 Add after the last sentence:

"The appointed *Contractor* representative shall not be changed except for valid reason. The appointed *Contractor* representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld."

#### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.4 Add at the end of the sentence ", as outlined in GC 6.3 – CHANGE DIRECTIVE."

### PART 4 ALLOWANCES

#### GC 4.1 CASH ALLOWANCES

4.1.2 Add, after the first sentence "Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner's* use, at the *Owner's* sole discretion. "



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## **PART 5 PAYMENT**

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

5.2.4 Add, after the first sentence:  
"A second schedule, stating the anticipated monthly progress payments, is to be submitted upon request."

Add:

5.2.8 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Consultant*.

Add:

5.2.9 The *Contractor* shall with each and every application for payment subsequent to the first, submit a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia.

### **GC 5.3 PROGRESS PAYMENT**

5.3.1.2 Add,

"If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment,"

5.3.1.3 Delete in its entirety and replace with,

"The *Owner* shall make payment to the *Contractor*, on account, in the amount certified by the *Consultant* as provided in Article A-5 of the Agreement – PAYMENT, on or before the later of:

- twenty calendar days after receipt by the *Consultant* of the application for payment, or
- twenty-eight calendar days after the last day of the payment period for which the *Contractor's* application for payment is made."

### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

Add:

5.4.4 Subject to the requirements of the Builders Lien Act relative to the date of issuance by the *Consultant* of the certificate of completion pursuant to paragraph 5.4.2:

- .1 The *Consultant* shall issue to the *Owner* and copy to the *Contractor* a certificate of payment for an amount equal to the *Contract Price* less:
  - .1 twice the value of any deficiencies shown on the comprehensive list of items to be completed or corrected as in GC 5.4.1, as determined by the *Consultant*;
  - .2 the value of incomplete work as determined by the *Consultant*; and
  - .3 the amounts of all previous certificates of payment.

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- .2 The *Owner* shall make payment to the *Contractor* in accordance with the provisions of GC 5.3.1.3.

Add:

- 5.4.5 The *Owner* reserves the right to take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:
- .1 the portion of the *Work* is ready to be used for the purpose intended, to the satisfaction of the *Consultant* and authorities having jurisdiction; and
  - .2 the *Owner's* possession and use do not interfere with the *Contractor's Work*; and
  - .3 the *Consultant* conducts a review prior to possession by the *Owner*; and
  - .4 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.

Add:

- 5.4.6 An application for *Substantial Performance of the Work* shall be deemed complete only if submitted with required supporting documentation, including those requirements in GC 5.2.8, as determined by the *Consultant*.

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

- 5.5.1.3 When applying for release of holdback, the *Contractor* shall submit a current CCDC 9B Statutory Declaration of Progress Payment Distribution by *Subcontractor* from each of the *Subcontractors* and a Worker's Compensation Board Letter of Good Standing.

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Add:

- 5.6.4 An application for progressive release of holdback will not be considered complete until all related documentation required for the *Consultant's* review is received, including those requirements in GC 5.2.8.

#### GC 5.7 FINAL PAYMENT

- 5.7.4 Delete'  
"no later than 5 calendar days after the issuance of a final certificate for payment,"

Add:


- 5.7.5 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

### **PART 6 CHANGES IN THE WORK**

#### GC 6.2 CHANGE ORDER

Add:

- 6.2.3 The following shall determine *Contractor* markup on *Change Orders* by percentage:
- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.

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- .2 To the cost of the Work performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On Work deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the Work as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
- .4 For a detailed list of what the *Contractor* may include in the cost of the work before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.

#### GC 6.5 DELAYS

6.5.3.3 Add the word "local" after the word "adverse".

Add:

6.5.6 The party making the claim shall submit to the Consultant, within 10 Working Days, a detailed account of the Contract Time extension claimed and the grounds upon which the claim is based complete with required supporting documentation as determined by the Consultant.

Add:

6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:

- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
- .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the *Owner* and the *Contractor*.
- .3 The *Contractor* shall then promptly give the *Owner* and the *Consultant Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
- .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.

#### GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Add "in no case more than 10 Working Days from the event or series of events giving rise to the claim."

### **PART 7 DEFAULT NOTICE**

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

7.1.5 In the first sentence, after "paragraph 7.1.1," replace "and" with "or".

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Section



## **PART 10 GOVERNING REGULATIONS**

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

Add:

10.2.8 The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction within two *Working Days* of their receipt.

### **GC 10.4 WORKERS' COMPENSATION**

Add:

10.4.3 The *Contractor* is formally designated as the "Prime Contractor."

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.2 CONTRACT SECURITY**

Add:

11.2.3 The *Contractor* shall give the *Owner Notice in Writing* of any material change in the surety within 15 days of occurrence.

## **PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY**

### **GC 12.3 WARRANTY**

12.3.4 Add, "In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction."

Add:

12.3.7 Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6.

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**PART 1.4 PROJECT SPECIFIC AMENDMENTS**

The Articles of Agreement Between Owner and Contractor, the General Conditions of the Stipulated Price Contract **CCDC2 – 2008**, the **BCDC2(E)-2008** Instructions To Bidders and Supplementary Conditions together with the following alterations and additions shall apply in their entirety to the Contract.

**General:**

The Owner's Representative is:

Attention:

Kwantlen Polytechnic University

Phone: 604-599-

Kwantlen Polytechnic University anticipates the work should be complete not later than the end of XXXX.

Pay parking is in force at all Kwantlen Polytechnic University Campuses. The Contractor and any of their suppliers or sub-contractors are solely responsible for paying for their own parking while on site.

Only in very urgent situations will Kwantlen issue any addenda or correspondence with any bidder in the 48 hours prior to closing of this competitive bid.

The following represent key Policies that the Contractor will need to review, incorporate and enforce in their operation: These Policies can be obtained and read from the website: [www.kwantlen.ca/policies](http://www.kwantlen.ca/policies): C.21 – Student Conduct; C.41 Emergency Response to Inappropriate, Disruptive and Threatening Behavior; F.1 Consumption of alcoholic beverages and the non-medical use of drugs on University premises; F.3 Student events involving the consumption of alcohol; G2 Human rights; G.23 Violence in the workplace

In the event that all bids received are over budget, but within 15% of Kwantlen's pre-tender budget, Kwantlen, at its sole discretion, may negotiate with the low bidder scope changes and price adjustments to bring the work and price within the pre-tender budget amount. If negotiations with the low bidder are unsuccessful, Kwantlen will cancel the tender and not award a contract.

**(BCDC2E-2008) PART 1.1 INSTRUCTIONS TO BIDDERS**

**CLAUSE 7 – SECURITY REQUIREMENTS**

**DELETE this clause in entirety.** Bonding is not required for this project.

**GC 9.1 ACCEPTANCE OF THE BID**

9.1.2 **DELETE** last sentence and replace with.

The Owner may take into account in awarding the bid: Appendix 'A' List of Subcontractors; Appendix 'B' Alternative Prices; Appendix 'C' Itemized Prices; Appendix 'D' List of Unit Prices; Appendix 'E' List of Cash Allowances;

**(CCDC2-2008) GC 5.3 PROGRESS PAYMENT**

5.3.2 CHANGE '10' days to '15' days

**(BCDC2E-2008 Part 1.3) GC 6.2 CHANGE ORDER**

6.2.3 CHANGE

.1 20% markup **TO 10% markup**

**(CCDC2-2008) GC 12.1 – INDEMNIFICATION, delete GC 12.1.1 and 12.1.2 and replace with the following: GC 12.1 – INDEMNIFICATION**

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, and excepting always losses arising out of the independent acts of the party for

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whom indemnification is sought, the Owner and the Contractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this contract, provided such claims are:

.1 caused by:

- (1) the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (2) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the Owner and the Contractor for which insurance is to be provided by the owner pursuant to GC 11.1 – INSURANCE, the limit of the GENERAL LIABILITY COVERAGE – GC 11.1.1(a) or the limit of the PROPERTY COVERAGE – GC 11.1.1(b) whichever is pertinent to the loss.
- .2 In respect to losses suffered by the Owner and the Contractor for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000.00, but in no event shall the sum be greater than \$20,000,000.00.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

**NOTE: DELETE WHICHEVER INSURANCE DOES NOT APPLY TO A PARTICULAR PROJECT**

**GC 11.1 – INSURANCE**, replace entirely with the following:

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

**a) Commercial General Liability Insurance**

1. The **CONTRACTOR** shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the University.

**a) Commercial General Liability Insurance** in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The University is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

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

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- .10 Broad Form Completed Operations;
- .11 Elevator and Hoist Liability
- .12 Operations and Attached Machinery

**and where such further risk exists:**

- .13 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable; and
- .14 Limited Pollution Liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00)

- b) **Property** insurance which shall cover, on a replacement cost basis, all property of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage while such property is being transported to the site and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the University, and shall contain a waiver of subrogation against the University.
  - c) **Automobile Liability** on all owned or leased vehicles in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00).
  - d) **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00).
- 2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the University.
  - 3. The Contractor shall provide the University with evidence of all required insurance prior to the commencement of the Work or Services. Such evidence shall be in the form of a Certificate of Insurance acceptable by the University. When requested by the University, the Contractor shall provide certified copies of required insurance policies.
  - 4. All required insurance shall be endorsed to provide the University with thirty days (30) advance written notice of cancellation or material change.
  - 5. The Contractor hereby waives all rights of recourse against the University with regard to damage to the Contractor's property.
  - 6. The Contractor shall require and ensure that each Subcontractor maintain liability insurance comparable to that required above.
  - 7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

OR

**GC 11.1 – INSURANCE**, replace entirely with the following:

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

**a) Commercial General Liability Insurance**

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1) The Owner shall provide, maintain and pay for 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 & Sub-contractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site. The insurance does not extend to any activities, works, jobs or undertakings of the insureds other than those directly related to the Work of this Contract.

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

4) The insurance shall include coverage for:

- .01 Premises and Operations Liability;
- .02 Products and Completed Operations Liability;
- .03 Blanket Contractual Liability;
- .04 Cross Liability;
- .05 Elevator and Hoist Liability;
- .06 Contingent Employer's Liability;
- .07 Personal Injury Liability;
- .08 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .09 Liability with respect to Non-Owned Licensed Vehicles (\$5,000,000.00);
- .10 Broad Form Property Damage;
- .11 Broad Form Completed Operations;
- .12 Limited Pollution Liability (\$2,000,000.00);
- .13 Employees as Additional Insureds;
- .14 Broad Form Tenants Legal Liability (\$1,000,000.00); and
- .15 Operation of Attached Machinery.

5) Any applicable deductibles shall not exceed Ten Thousand Dollars (\$10,000.00) except with respect to loss or damage arising from hot roofing operations which will carry a deductible of Two Million Dollars (\$2,000,000.00).

If the Project requires hot roofing work, the Contractor will provide, maintain and pay for a Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage and will require the roofing Sub-contractor to maintain a similar insurance policy. The Owner shall be added as an additional insured. Such insurance shall include, but not be limited to:

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

6) This insurance shall be maintained continuously from commencement of the Work until the date of final certificate for payment is issued or when the insured project is



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

#### **b) Property Coverage**

1) The Owner shall provide, maintain and pay for Course of Construction insurance, 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 in Canada and continental United States of America (excluding Alaska) during construction, erection, installation and testing until completed and handed over and accepted by the Owner. Such insurance shall not include coverage for Contractor's equipment of any description. There will be a deductible of Five Thousand Dollars (\$5,000.00) for each and every occurrence except for the perils of flood which shall have a deductible of Ten Thousand Dollars (\$10,000.00) and earthquake which shall have a five percent (5%) (subject to minimum One Hundred Thousand Dollars(\$100,000.00)) deductible based upon completed values at time of loss.

2) The insurance shall include as a protected entity, each Contractor, Subcontractor, Architect or Engineer who is engaged in the Project.

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

4) The Contractor shall, at their own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all laws and regulations in force respecting fires.

#### **c) Automobile Liability Insurance**

The 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 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 Owner.

#### **d) Aircraft and/or Watercraft Liability Insurance**

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

11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until the date of final certificate for payment.

11.1.3 The Owner shall, upon request, provide the Contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work.

11.1.4 The Contractor and/or their Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.

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- 11.1.5 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 coverage/insurance specified in this section.
- 11.1.6 The Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Contractor prior to the commencement of the Work in the form of a completed Certificate of Insurance.
- 11.1.7 The Owner shall not be responsible for any injury to the Contractor's employees or for loss or damage to the Contractors 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.

## End Project Specific Amendments