

**ADVERTISEMENT**

**Project Number:**

**Project Name:**

**Location of Project:**

**Brief Description of Project and Value:**

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

Supply & Business Services, Room C216, 2<sup>nd</sup> floor, Bldg C, 12666 72<sup>nd</sup> Avenue, Surrey  
VRCA Electronic Planroom, 3636 East 4<sup>th</sup> Ave, Vancouver BC V5M 1M3, Ph: 604-294-3766, Fx: 604-298-9472

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

VRCA Planroom **ONLY**, 3636 East 4<sup>th</sup> Ave, Vancouver BC V5M 1M3, Ph: 604-294-3766, Fx: 604-298-9472

**Kwantlen Polytechnic University will accept no responsibility for any Bidder not properly following the registration procedures outlined in this Advertisement Bidders MUST register for the project on PlanSource to receive notification of Addenda. Addenda will ONLY be posted on PlanSource and no other source for documents or addenda is to be considered reliable.**

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

On or after: 2010-

**The conditions for obtaining documents:**

All tender documents, including Plans, Specifications and Addenda are available on the Vancouver Regional Construction Association's (VRCA) PlanSource online planroom site for you to view, download, print or order printed for you.

**NON-MEMBERS OF VRCA**

**Kwantlen's Project Documents may be accessed by NON-MEMBERS of the VRCA for a \$75.00 fee, payable on-line, by credit card, on registration below:**

1. To access project documents online, go to <www.kwantlenVRCA.PlanSource.ca>. If you have not used PlanSource previously, we recommend clicking on the Quick Start Guide link on this page and reviewing the brief instructions. If you already have a login and password for this site, go to Step 4.
2. To access the site, click on the "Obtain a login & password" link and complete the information requested. NOTE: Save this login information for future reference as you will use it to view any future projects that you are invited to access.
3. Once the form is complete, click on the "Go to Login" button.
4. Enter your login and password, then enter the following PROJECT KEY \_\_\_\_\_ in the registration box on the right side of the page. By registering for this project you will have access to all the project documents and **you are automatically registered to receive notifications of any Addenda that may be issued.**

5. You will be prompted for an e-commerce, credit card transaction, of \$75.00 to access the documents.
6. Once you select an access level, a blue project link with the project name will appear on the left side of your main page, Click this link to open the project file.
7. A blue project link with the project name will appear on the left side of your Main page. Click this link to open the Project file.
8. Prime Contractors submitting a bid on this project (Bidders) **MUST** confirm their intention by clicking on the "I am bidding" button located at the top of the page on the Planholders tab.
9. Click on the Documents tab to view the list of documents. Click on any document. A viewer will open and you can navigate to any document you want to view, print, download , or order.
10. If you have any questions about accessing or using Plansource, please contact customer service at 604-294-6557, or 1-800-294-6557 extension 101.

#### **Members of VRCA**

Members of the Vancouver Regional Construction Association (VRCA) can access all project documents and information through the VRCA PlanSource electronic planroom. The project number is BCvr-\_\_\_\_\_. Members **MUST** click on the the "Notification Subscription" icon on the toolbar to register to receive notice of Addenda. Prime Contractors submitting a bid on this project (Bidders) **MUST** confirm their intention by clicking on the "I am Bidding" button located at the top of the page on the Planholders tab.

#### **Contractor qualification requirements**

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

#### **Pre-bid Meeting:**

A site tour will be held for interested Contractors on \_\_\_\_ at \_\_\_\_ A./P.M. beginning at\_\_\_\_\_, Kwantlen Polytechnic University, \_\_\_\_\_. Campus building maps are available at <http://www.kwantlen.ca/facilities/campus.html>

#### **Bid Security Requirements**

Optional and project specific.

#### **Bid Submission**

Bids are to be submitted to Kwantlen Polytechnic University, Supply and Business Services, Room C216, 12666 72<sup>nd</sup> Avenue, Surrey BC V3W 2M8 prior to the closing time of 2:00:00 P.M. Local Time, 2010 – \_\_\_\_\_. Bids will be opened in public immediately after closing.

#### **Fax number for Bid revisions, if applicable**

Faxed Bid revisions are sent at the sole responsibility of the sender. No claim for non-receipt, interrupted or partial transmissions, or transmissions not received by the closing time will be accepted. The fax number for Bid revision transmissions is 604-599-2135.

#### **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 BCDC2-2008 terms and conditions included.



## 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.: CB
  - .2 Project / Contract:

#### 1.2 BID DOCUMENTS

- (a) Invitation to Bid;
- (b) Instructions to Bidders;
- (c) Bid Form;
- (d) Articles of Agreement (CCDC 2 - 2008);
- (e) General Conditions (CCDC 2 - 2008);
- (f) Supplementary Conditions;
- (g) 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:

.1 General inquiries regarding general terms and conditions or competitive bid process must be directed in writing to Christine Monroe, Manager, Supply contracts by fax: 604-599-2135 or by email: [supply@kwantlen.ca](mailto:supply@kwantlen.ca)

.2 Inquiries regarding the drawings or specifications must be directed in writing to Mr., by fax: 604-

.3 A mandatory/non-mandatory SITE MEETING will be held \_\_\_ at the \_\_\_ Campus, meet in \_\_\_ at \_\_\_ A.M. Call 604- if you need further directions once you are on site.

### 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 four (4) Working Days before the bid closing date.



- .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 (GST).
- .2 The successful bidder agrees to:
  - .1 Pay applicable taxes in force during and related to progress of the *Work*.
  - .2 Pay Social Service tax (PST) on materials incorporated into the *Work* and on machinery, equipment and supplies used to carry out the Contract. This tax is payable whether or not the materials, machinery, equipment or supplies have been purchased in British Columbia.
  - .3 Allow the *Owner* to conduct an audit of the BC Ministry of Finance Consumer Tax Database (or, if the successful bidder is not a BC registered company, the equivalent in the Province of which the successful bidder is incorporated) to determine if the successful bidder is in compliance with the *Social Service Tax Act*.
  - .4 Submit a statutory declaration at *Substantial Performance* of the *Work*, stating Social Services taxes have been paid in full to date when requested to do so by the *Owner*.

## CLAUSE 4 - COMPLETION OF BID FORM

### 4.1 COMPLETION OF BID FORM

- .1 Complete the bid on the Bid Form included with the Bid Documents in a non-erasable medium 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 Initial erasures or corrections to entries on the Bid Form.
- .4 Indicate receipt of Addenda.
- .5 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 in one of the following ways:
  - .1 Limited Company: Include the company's full name and the name(s) and status of the authorized signing officer(s) in the spaces provided for that purpose. Affix the signature(s) of authorized officer(s) and date the Form; or
  - .2 Partnership: Print the partnership name and the name(s) of the person(s) signing in the spaces provided. Affix the signature of one or more of the authorized partners,



who shall sign in the presence of a witness who shall also sign and date the Form; or

- .3 Sole Proprietor: Print the business name and the name of the sole proprietor in the spaces provided. The sole proprietor shall sign and date the Form in the presence of a witness who shall also sign and date the Form.

#### **CLAUSE 6 - DELIVERY OF THE BID**

##### **6.1 DELIVERY OF THE BID**

- .1 Enclose the properly completed and executed Bid Form in a properly addressed envelope. Use a pre-addressed envelope where provided by the *Owner*.
- .2 Ensure the name and address of the bidder, the project name, (and project number where provided by the *Owner*) appear on the envelope face.
- .3 Seal the envelope and deliver it to the address stated in the Invitation to Bid prior to the time and date specified for the closing of bids.
- .4 The *Owner* will immediately record the date and time on envelopes containing bids and on bid revisions received by fax and this information will take precedence over machine-initiated date and time information transmitted through a fax machine.
- .5 Bids and other related documents received after the stated time and date of closing will not be considered by the *Owner*.
- .6 The *Owner* is neither liable nor responsible for costs incurred by bidders in the preparation, submission, or presentation of the bid. Bid documents become the property of the *Owner*.

#### **CLAUSE 7 - REVISION OF THE BID**

##### **7.1 REVISION OF THE BID**

- .1 A Bid Form already delivered to the *Owner* may only be revised in the manner described in paragraph 7.2 of this Clause, and to qualify, the revision(s) shall be received by the *Owner* at the address stated in the Invitation to Bid prior to the time and date specified there for the closing of bids. Ensure revision(s) plainly refers to a particular bidder.
- .2 Revisions will be accepted by either: signed letter delivered to the address stated in the Invitation to Bid, or, faxed to the number designated in the Invitation to Bid.
- .3 Only the bidder's entries on the delivered Bid Form may be revised; the revision shall state only the amount by which a bid figure is to be increased or decreased (except itemized, alternative or unit prices as described in 7.4), or specific directions as to the exclusion or inclusion of particular words.
- .4 Where itemized, alternative, or unit prices are being revised, submit a new price that replaces the previously submitted price.
- .5 Ensure faxed revisions to the original bid are clearly legible. State monetary revisions to the bid amount numerically and in writing.
- .6 For faxed revisions, the clock used for the official bid closing time shall govern.
- .7 Bidders are warned that faxed revisions are submitted solely at their risk and will not be considered received until they have been received and printed at the designated fax number, and date and time of the revision has been recorded by hand by the *Owner* prior to bid closing. The *Owner's* hand written date and time shall take precedence over machine generated time and date.



## CLAUSE 8 - SECURITY REQUIREMENTS

### 8.1 BID BONDS

- .1 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.
- .2 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*.
- .3 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.

### 8.2 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 12.3 – 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 9 - ACCEPTANCE OF THE BID

### 9.1 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.

- .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 10 - OWNER PROVIDED INSURANCE**

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

#### **CLAUSE 11 - CONTRACTOR PROVIDED INSURANCE**

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

#### **CLAUSE 12 - BID DEPOSITORY**

- .1 Trades listed below shall submit their bids to Bid Depositories at the time, place and on the date stated in the Invitation to Bid.

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

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

As per Appendix A of the Bid Form

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

The current BCCA Bid Depository 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:

As per Appendix A of the Bid Form

- .2 Notwithstanding the requirements of Appendix A "STANDARD EXCLUSIONS" contained in the *Bid Depository 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 Bid Depository, 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 Bid Depository 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



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 bids through bid depository 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 13 - 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.

**END OF INSTRUCTIONS TO BIDDERS**





## **PART 1.2 STIPULATED PRICE BID FORM**

**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 having visited the Place of the Work, 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 \_\_\_\_\_ weeks after receiving notice of contract award, and acknowledge that the construction duration 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.
- (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\_\_\_\_



### Appendix 'A' – LIST OF SUBCONTRACTORS

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

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

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

We, the above named bidder, propose to use for the above named project/contract, the Subcontractors named below:

**Item of Work**

**Name of Subcontractor**

Bid Depository Subcontractors

NOT APPLICABLE TO THIS PROJECT

Subcontractors and Suppliers Not Bid Through Bid Depository

Controls: ESC Automation - No Substitution

Balancing: MDT Systems - Mark Dorin (604) 539-9180 - No Substitution

## Appendix 'B' – ALTERNATIVE PRICES

Project/Contract: CB

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)	_____	_____



## Appendix 'D' – LIST OF UNIT PRICES

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

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

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>



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

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

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

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**



## Appendix F - FAXED BID AMENDMENT

(To be used where required)

TO (OWNER): KWANTLEN POLYTECHNIC UNIVERSITY

FAX NUMBER: 604-599-2135

DATE:

PROJECT: CB

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 / SUBTRACT	\$ _____

AMENDMENT TO TIME: We agree to attain Substantial Performance within \_\_\_\_\_ weeks.

Amend our Required Alternative, Itemized or Unit Prices to read as follows:

**Note:** These prices are completely new prices as per Clause 7.4 of the Instructions To Bidders. These changes in price or in time are not a subtraction from or addition to already submitted Alternative, Itemized or Unit Prices. These prices do **NOT** include Value Added Taxes.

	(Add to Bid Price)	(Subtract from Bid Price)
_____	\$ _____	\$ _____
The amended change in time is: Add _____ days; Subtract _____ days.		
_____	\$ _____	\$ _____
The amended change in time is: Add _____ days; Subtract _____ days.		

Other amendments including issued addendum numbers are (or reference and include by attachment):

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

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

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

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

AUTHORIZED SIGNING OFFICER:

Name and Title: \_\_\_\_\_

(Signature)





## 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. "



## 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.



- .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.



- .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".



## **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.



## 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. "



## 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.



- .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

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### GC 11.2 CONTRACT SECURITY

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## **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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## **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; Appendix 'F' Faxed Bid Amendment (if any).

**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 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.

### **INSURANCE COVERAGE WILL BE PROJECT SPECIFIC AND WILL INCORPORATE ONE OF THE TWO AMENDMENTS BELOW:**

#### **INSURANCE #1**

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

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;

## GC 11.1 – INSURANCE – cont'd

- .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;
- .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.

**INSURANCE #2**

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

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

e) **Commercial General Liability Insurance**

- .1 The **UNIVERSITY** 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 University, Contractors & Subcontractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work, but excluding suppliers whose only function is to supply and/or transport products to the 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 and, 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 Insured's'
  - .14 Broad Form Tenants Legal Liability;
  - .15 Operations and 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 Work 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 University 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 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 Insured's'
  - .09 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 Work is completed and accepted by or on behalf of the University, whichever occurs first, plus with respect to completed operations, cover a further period of twenty-four (24) months.

**f) Property Coverage**

- 1) The **UNIVERSITY** 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 University. 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 Work.
- 3) The insurance will contain a waiver of the Universities 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.

**g) 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 the University.

**h) 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 the University.

8. 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
9. The **UNIVERSITY** shall, upon request, provide the Contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the University prior to commencement of the Work.
10. 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.
11. The **CONTRACTOR** shall provide, maintain and pay for any additional insurance which they are required to provide by law or which they considers necessary to cover risks not otherwise covered by coverage/insurance specified in this section.
12. The **CONTRACTOR** shall provide the University 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.
13. The **UNIVERSITY** shall not be responsible for any injury to the Contractor's employees or for loss of 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 University or any other contractor with regard to damage to the Contractor's property.