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# **Rossland Arena Safety Improvements Rossland, BC**

**SPECIFICATIONS**

**PROJECT 1732B**

**Issued for Tender:**

**June 13, 2018**

**SET NO. \_\_\_\_\_**

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**INVITATION TO TENDER**

**Rossland Arena Safety Improvements  
Rossland BC**

Sealed Tenders from Prime Contractors will be received at the office of the Manager of Operations, City of Rossland, 2196 LeRoi Avenue, Rossland B.C. V0G 1Y0 on or before 2:00 p.m. Wednesday, June 27, 2018.

The work is to add Ventilation and Controls to the Refrigeration Room at the Rossland Arena, 1860 2<sup>nd</sup> Ave. Rossland, BC, in compliance with WorkSafe requirements.

Tender Documents are available by email from June 13 to June 19, 2018 to Contractors by written email request from Fairbank Architects Ltd. ([office@fairbankarchitects.com](mailto:office@fairbankarchitects.com)).

A mandatory pre-bid site tour for Bidding Contractors will be held on June 19, 2018 commencing at 11:00 a.m local time, starting at the building's south entrance.

A Bidding Contractor is a company capable of performing all the requirements of the proposed Construction Contract CCDC 2-2008, Supplements thereof and in compliance with the "Instructions to Bidders" issued with the Tender Documents.

1. DESCRIPTION OF WORK

The improvements are to add Ventilation and Controls to the Refrigeration Room at the Rossland Arena, 1860 2<sup>nd</sup> Ave. Rossland, in compliance with WorkSafe requirements.

2. DOCUMENTS

Sets of drawings and specifications from the Consultant are issued electronically to pre-selected Contractors.

3. EXAMINATION

Before submitting bid, Bidders shall carefully examine construction site and all Construction Documents, to obtain first-hand knowledge of existing conditions. A **mandatory** site tour for bidding Contractors will be conducted on June 19, 2018 commencing at 11:00 am, local time at the Building's Public Covered Entrance. This will be the **only** opportunity to tour the site in the company of the Consultant and Owner. Contractors will not be given extra payments for conditions which can be determined by examining site or documents.

4. INQUIRIES

Submit all questions about discrepancies and ambiguities in drawings and specifications to Consultant, in writing. Replies will be issued to bidding Contractors in addenda to the drawings and specifications five (5) days prior to closing of tenders and will become part of the contract. No verbal or oral inquiries and answers will be acceptable.

5. PRE-APPROVED PRODUCT ALTERNATIVES

Bidders wishing to use items of equipment and/or materials other than those specified, shall submit in writing a request for acceptance to Consultant. Submittals shall be in office of Consultant not later than seven (7) days prior to closing of general tenders. Requests received after this time will not be considered. Each request shall include all basic data and characteristics of proposed item, so that a direct comparison can be readily made. It is the sole responsibility of bidders to submit complete descriptive and technical information so that the Consultant can make proper appraisal.

6. BID WITHDRAWAL

- A. Bidder may withdraw his bid either personally or by written request at any time prior to time for bid opening.
- B. Bids remain effective and irrevocable for thirty (30) days after bid opening date.

7. AWARD

- A. The Owner reserves the right to reject any or all tenders received. The contract will be awarded after full consideration of all tenders. Lowest bid will not necessarily be accepted.
- B. Tenders which contain qualifying conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The Owner, however, may at its sole discretion elect to retain for consideration tenders which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or because they have not complied with the process for submission set out herein.

7. AWARD continued

- C. The Owner reserves the right, at its discretion, to negotiate with any Tenderer it believes has the most advantageous tender, or with any other Tenderer or Tenderers concurrently. In no event will the Owner be required to offer any modified terms to any other Tenderer prior to entering into a contract with the successful Tenderer and the Owner shall incur no liability to any other Tenderer as a result of such negotiations or modifications.

8. TENDER

Tender shall be made on unaltered tender form furnished by Consultant. Fill in all blank spaces. If the information provided by the bidder in the tender form is corrected, it must be initialed by the person signing the tender. Tender shall be signed with name typed below signature. Signature of tenderer shall be under seal and in his hand writing, or if tenderer is a corporation, tender shall be executed under its' corporate seal. Legal or corporate name of Bidder must be fully stated and each signature witnessed by an additional signature placed in the appropriate blank space.

Amendments to the tender must be in writing, no telephone messages will be accepted. Facsimile transmission to 250-362-5451 will be accepted. A revised price is not to be given, only the addition to or deduction from the tender price and changes in date and names of sub-contractors are to be stated.

Submit completed tender form in a sealed envelope and clearly marked:

Tender for: Rossland Arena, Safety Improvements

Delivered to: Mr. Darrin Albo  
Manager of Operations, City of Rossland  
2196 LeRoi Avenue  
Rossland BC V0G 1Y0

Not later than: 2:00 pm                      Wednesday, June 27, 2018

Tenders will not be opened publicly.  
Late Tenders are returned to Bidder unopened.

9. AGREEMENT EXECUTION

- A. Agreement form which successful bidder as Contractor is required to execute is included in contract documents and must be carefully examined by all bidders.
- B. Bidder to whom contract is awarded by Owner, within fifteen (15) days after notice, sign agreement forms at the office of the Consultant or Owner.
- C. Prior to signing agreement, Contractor delivery to Owner policies of insurance or insurance certificates as required by contract documents. Policies or certificates of insurance be approved by Owner before successful bidder proceeds with work.

10. DATE OF COMMENCEMENT

Date of commencement of work to be agreed upon prior to signing of formal contract.

11. DATE OF SUBSTANTIAL PERFORMANCE

Date of Substantial Performance shall be calculated from the agreed date of commencement of work and the weeks to complete all work as stated by the Tenderer on the Bid Form.

**END OF SECTION**

TO: Rossland Arena, Safety Improvements

\_\_\_\_\_  
(Name of Tenderer)

\_\_\_\_\_  
(Full Address of Tenderer)

hereinafter called the "Tenderer", hereby declares that the Tenderer is a company duly incorporated under the laws of British Columbia.

1. The Tenderer declares that this tender is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a tender for the same work and is in all respects fair and without collusion or fraud.
2. Having examined site, access to the site, contract documents for the above-named work, the Tenderer hereby agrees, if the tender be accepted, to execute the whole of the work specified in the contract in conformity with the conditions and provisions set forth herein, for the contract price of:

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
dollars in lawful money of Canada which includes all prime costs, allowances and government sales or excise taxes in force at this date, EXCLUDING the Goods and Services Tax.

The Goods and Services Tax is calculated at an additional:

\_\_\_\_\_ (\$ \_\_\_\_\_ ).

3. The Tenderer has received the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer

4. We agree to attain Substantial Performance 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.
5. In submitting this tender, it is understood this tender is irrevocable and is open for acceptance until thirty (30) days have expired from the Bid Closing Date. The Owner reserves the right to reject any and all Tenders.
6. The tenderer, if notified in writing by the Owner of the acceptance of this tender, hereby agrees:  
  
To execute the standard form of the Service Contract bound in the Tender Documents.

DATED at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2018

SIGNED, SEALED AND DELIVERED BY:

In the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Name of Tenderer (Company Seal affixed  
before signature)

\_\_\_\_\_  
(Witness to individual Tenderer OR  
Witness signing officers of  
Corporate Tenderer)

\_\_\_\_\_  
Signature and Seal of Individual Tenderer

\_\_\_\_\_  
Address of Tenderer

\_\_\_\_\_  
Telephone Number of Tenderer



CLIENT NAME AND ADDRESS

(hereinafter called the "Client")

**SERVICE CONTRACT**

Purchase Order # \_\_\_\_\_

AND

Name: \_\_\_\_\_  
(hereinafter called the "Contractor")

Phone \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ WCB Registration No.

\_\_\_\_\_ GST Registration No.  
\_\_\_\_\_

THE CLIENT AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTION 1 THROUGH 54, INCLUSIVE, ATTACHED TO THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES"):

**Schedule "A" – SERVICES**

(a) SERVICES

**SAMPLE**

(b) TERM: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**SCHEDULE "B" – CONTRACT PRICE**

(a) CONTRACT PRICE: \_\_\_\_\_ (b) FEES: \_\_\_\_\_

(c) RATE: \_\_\_\_\_ (d) EXPENSES:  
\_\_\_\_\_

(e) BILLING DATES: \_\_\_\_\_

**SCHEDULE "C" – APPROVED SUBCONTRACTOR (S)**

**SCHEDULE "D" – INSURANCE**

**SCHEDULE "E" – ADDITIONAL TERMS**

**REPORTING**

In performing the services defined herein, the Contractor shall report to \_\_\_\_\_, who shall monitor the work.

**SAMPLE**

**IN WITNESS WHEREOF** the parties hereto have duly executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND DELIVERED** on behalf of the CLIENT  
By an authorized representative(s) of the CLIENT

\_\_\_\_\_  
Authorized Representative

**SIGNED AND DELIVERED** on behalf of the Contractor  
(or by an authorized signatory of the Contractor, if a Corporation)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Authorized Signatory)

**READ TERMS 1 - 54 ATTACHED HERETO**

## **THE CONTRACTOR**

1. The Contractor will:

- (a) notwithstanding the date of the execution and delivery of this agreement, provide the Services (the "Services") , during the term (the "Term"), both described in Schedule "A", in an efficient, competent, timely and professional manner to the full satisfaction of the CLIENT, at the contract price established in Schedule "B" (the Contract Price) in accordance with this agreement and the terms of Schedule "E", if any;
- (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
- (c) upon request of the CLIENT, fully inform the CLIENT of the work done by the Contractor in connection with the provision of the Services and permit the CLIENT at all reasonable times to inspect, review and copy all accounting records, findings, data, specifications, drawings, working papers, reports, documents and material (collectively the "Material"), whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (d) comply with all applicable municipal, provincial and federal laws;
- (e) not assign this agreement, nor subcontract any of its obligations under this agreement, to any person, firm or corporation without the prior written consent of the CLIENT or, with respect to subcontractors, as approved in Schedule "C" (the "Subcontractors") provided, however, that no subcontract will relieve the contractor from any of its obligations under this agreement;
- (f) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services;
- (g) at all times treat as confidential all information or material supplied to or obtained by the Contractor or its Subcontractors as a result of this agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the CLIENT;
- (h) not provide any services for any other person or corporation which, in the reasonable opinion of the CLIENT, may give rise to a conflict of interest, and will not hire any employee of the CLIENT to perform any service covered by this agreement, and will declare any actual or potential conflict of interest;
- (i) be an independent contractor and not the servant, employee or agent of the CLIENT;
- (j) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (k) accept instructions from the CLIENT, with respect to the Services, provided that the Contractor will not be subject to the control of the CLIENT in respect of the manner in which such instructions are carried out except as specified in this agreement;
- (l) ensure that all personnel hired by the Contractor to provide the Services, will be the employees of the Contractor and not of the CLIENT;
- (m) not in any manner whatsoever commit or purport to commit the CLIENT to the payment of any money other than stated in this agreement;
- (n) establish and maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in form and content satisfactory to the CLIENT;
- (o) indemnify and save harmless the CLIENT, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the CLIENT may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or Subcontractor of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the CLIENT;
- (p) during the Term, provide maintain and pay for insurance in such form and amounts, with such deductibles, according to the terms and conditions outlined in Schedule "D", as amended from time to time in accordance with directions of the CLIENT; and
- (q) make application for, obtain and remit to the CLIENT any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this agreement.

**THE CONTRACTOR, continued:**

- (r) At its own expense, provide the necessary compensation coverage for all employees and partners employed or engaged in providing the Services hereunder, and will comply with all conditions of the Workers' Compensation Act and regulations thereunder. Upon request, the contractor will provide the CLIENT with proof of such compliance.

**THE CONTRACT PRICE & PAYMENT**

- 2. In no event will the fees and expenses payable to the Contractor in respect of the Services exceed, in the aggregate, the amount of the Contract Price.
- 3. Fees will be based on the rate set out in Schedule "B" as the "Rate".
- 4. Applications for payment on account may be made monthly as the Work progresses.
- 5. The Contractor shall submit, at least fourteen (14) days before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
- 6. This schedule shall be made out in such form and supported by such evidence as to its correctness.
- 7. If the CLIENT amends the application, he will promptly notify the Contractor, in writing, giving reasons for the amendment.
- 8. A ten percent (10%) holdback assessed on each application for payment in accordance with the requirements of the *Builder's Lien Act* of British Columbia.
- 9. The CLIENT shall make payment to the Contractor on account no later than thirty (30) days after the receipt of correct or amended application for payment.
- 10. No payment made by the CLIENT under this Contract or partial or entire use or occupancy of the Work by the CLIENT shall constitute an acceptance of work or products, which are not in accordance with the requirements of the Contract Documents.
- 11. The Contractor shall pay the government sales taxes, customs duties and excise taxes with respect to the Contract.

**THE CLIENT**

- 12. The CLIENT will:
  - (a) subject to the terms of this agreement, pay to the Contractor the Contract Price in full payment and reimbursement for providing the Services based on the fees and expenses set out in Schedule "B" and the Contractor will accept the same as full payment and reimbursement as aforesaid;
  - (b) at its discretion, hold back from the Contract Price, sufficient monies to indemnify the CLIENT completely against any lien or claim of lien arising in connection with the provision of the Services; and
  - (c) make available to the Contractor all available information considered by the CLIENT to be pertinent to the Services.

**TERMINATION**

- 13. In the event of a substantial failure of a party to comply with the provisions of this agreement, it may be terminated by the other party on 5 days written notice.
- 14. The CLIENT may, in its sole discretion terminate this agreement on 10 days written notice and the payment of funds required to be made pursuant to section 8 will discharge the CLIENT of all of its liability to the Contractor under this agreement.
- 15. Where this agreement is terminated before 100% completion of the Services, the CLIENT will, subject to section 7, pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the CLIENT prior to termination.
- 16. Where the Contractor fails to comply with the provisions of this agreement, the CLIENT may, in addition to terminating this agreement, pursue such remedies, as it deems necessary.

## **GENERAL**

17. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
18. Time will be of the essence in this agreement.
19. Any notice required to be given hereunder will be delivered by hand or mailed by prepaid registered mail to the addresses stated on this agreement (or at such prepaid registered mail to the addresses stated on this agreement (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice mailed will be deemed to be received 48 hours after mailing.
20. This agreement will be binding upon the CLIENT and its assigns and the Contractor, its successors and permitted assigns.
21. A waiver of any provision or breach by the Contractor of this agreement will be effective only if it is in writing and signed by the CLIENT and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.
22. This document becomes the property of the CLIENT, and as such will be subject to the disclosure provisions of the *Freedom of Information and Privacy Act*.
23. Any material an/or any property provided by the CLIENT to the Contractor or subcontractor will:
  - (a) be the exclusive property of the CLIENT; and
  - (b) be delivered by the Contractor to the CLIENT immediately upon the CLIENT giving notice of such request to the Contractor.

## **COPYRIGHT & RECORDS**

24. Any and all reports, documents, software, or other items of any nature whatsoever, created by the contractor in the performance of this contract, whether completed or not, shall be delivered to the CLIENT upon request or upon completion of this contract. The CLIENT shall own all patents and copyrights in any work created by the contractor during the performance of the contract.
25. Notwithstanding any other provision of this agreement, the payment of money by the CLIENT to the Contractor pursuant to this agreement is subject to the provisions of the *Financial Administration Act*.
26. The Schedules form an integral part of this agreement.
27. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the CLIENT that the signatory has been duly authorized by the Contractor to enter into this agreement without corporate seal on behalf of the corporation.
28. No amendment or modification to this agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
29. This agreement, and any amendment made pursuant to section 26, constitutes the entire agreement between the parties.

## **INSPECTION OF WORK AND ADDITIONAL INSTRUCTIONS**

30. The CLIENT, or their authorized agents or representatives, shall at all times have access to the Work.
31. During the progress of the Work, the CLIENT or Consultant will furnish to the Contractor such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.

## **CHANGES IN THE WORK**

32. The CLIENT, without invalidating the Contract, may make Changes in the Work with the Contract Price and Contract Time being adjusted accordingly by written order.
33. No Changes in the Work shall be proceeded with, without a written order signed by the CLIENT and no claim for a change in the Contract Price or change in the Contract Time shall be valid unless so ordered and the same time valued or agreed to be valued.
34. The value of a change shall be determined in one or more of the following methods:
  - (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices set out in the Contract or subsequently agreed upon;
  - (c) by cost and a fixed or percentage fee.

## **INSURANCE**

35. General Liability Insurance:

The Contractor shall provide, maintain and pay for General Liability Insurance. General Liability insurance shall be in the joint names of the Contractor and the CLIENT, with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of five hundred dollars and shall be maintained continuously from commencement of the Work until the Work is completed.
36. Property Insurance:
  - .1 The CLIENT shall provide, maintain and pay for standard course of property insurance, subject to the normal exclusions of such a policy, against All Risks of physical loss or damage occurring and will cover all materials, and equipment purchased for, or forming part of the Work, at the site of the Work and during installation of Work. There shall be a maximum deductible of \$1,000.00 for each and every occurrence.
  - .2 The insurance shall include as an Insured, the contractor, who is engaged under the contract from the commencement of work until the Work is either completed to the satisfaction of the CLIENT or the CLIENT agrees that the contractor shall abandon the work.
  - .3 The Contractor shall, at his own expense, take special precaution to prevent fires occurring in or about the works and shall observe, and comply with all laws and regulations in force respecting fires.
  - .4 The CLIENT shall not be responsible for injury to the Contractor's employees nor for loss or damage o the Contractor's or Contractor's employees machinery, equipment, tools or supplies, which may be temporarily used or stored in, on, or about the premises during installation, modification and which may from time to time, or at the termination of the contract, be removed from the premises.

## **PROTECTION OF WORK AND PROPERTY**

37. The Contractor shall protect the Work and the CLIENT's property and property adjacent to the Place of Work from damage and shall be responsible for damage, which may arise as the result of his operations under the Contract.
38. Should the Contractor in the performance of this Contract damage the Work, the CLIENT's property or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at his expense.

## **WARRANTY**

39. The Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work, which appear prior to and during the period of one year from the date of completion, or such longer periods as may be specified for certain products or work.
40. The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of paragraph 39.

## **LABOUR AND PRODUCTS**

41. Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
42. Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use.
43. Materials to conform to CSA Standards where applicable.
44. Methods and materials to conform to the British Columbia Building Code, latest edition.
45. Packaged, branded materials will be delivered to job in original containers with seals unbroken, labels intact.
46. Branded materials will be used, applied in accord with manufacturer's printed specifications.
47. Contractor shall provide at least one person who is familiar with materials, methods, standard requirements of work, to be present during, and to direct execution of, work of each trade.

## **CLEANUP AND FINAL CLEANING OF THE WORK**

48. The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris.
49. Upon completion of the Work, the Contractor shall remove his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work and leave the Work clean and suitable for occupancy by the CLIENT.

## **CUTTING AND REMEDIAL WORK**

50. The Contractor shall do the cutting and remedial work required to make the several parts of the Work come together properly.
51. The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.
52. Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work.

## **WORKERS' COMPENSATION INSURANCE**

53. Prior to commencing the Work and prior to receiving payment on Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the Place of the Work with respect to workers' compensation insurance, including payments due thereunder.
54. At any time during the term of the Contract, when requested by the CLIENT, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

1. DOCUMENTS REQUIRED

1. Maintain at job site, one copy each of following:
  - .1 Contract drawings
  - .2 Specifications
  - .3 Shop drawings
  - .4 Modifications to contract
  - .5 Installation and application instructions

2. SCHEDULES

1. Provide within seven (7) working days after contract award, detailed work schedule of major components of the work.
2. Interim reviews of work progress based on work schedule will be conducted as decided by the Consultant and schedule updated by contractor in conjunction with and to the approval of the Owner.

3. COST BREAKDOWN

1. Before submitting first progress claim, submit breakdown of contract price in detail as directed by Consultant and aggregating contract price. After approval by Consultant cost breakdown will be used as basis for progress payment.

4. CONTRACTOR'S USE OF SITE

1. Use of site limited to areas of work as scheduled by the Owner. The Facility will be closed to the Public during the Work. Standard work days and work hours are anticipated.
2. Contractor to maintain City personnel access to other areas of building at all times.
3. Execute work with least possible interference or disturbance to premise occupants and Owner. Arrange with the Owner to facilitate execution of work.
4. Do not unreasonably encumber site with materials or equipment. Locate storage area and contractor's operation on premises where directed by Consultant.
5. Move stored products or equipment which interfere with operations of building or other contractors.

5. CODES AND STANDARDS

1. Perform work in accordance with British Columbia Building Code, latest edition, and any other local ordinance application provided that, in any case of conflict or discrepancy, more stringent requirements shall apply.
2. Meet or exceed requirements of specified standards, codes and referenced documents.



**6. EXISTING CONDITIONS**

1. Take over existing condition of structures, components, equipment and accessories to be removed based on their condition at the time of examination prior to tendering.
2. Drawings do not show all existing objects or services. Before commencing work, verify with the Consultant objects removed, preserved and/or salvaged.
3. Preserve, in operating condition, active utilities and services to remain.

**7. SETTING OUT OF WORK**

1. Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
2. Provide devices needed to lay out and construct work.
3. Site measure all work prior to fabrication and/or modification.
4. Schedule and remove parts of existing building to accommodate new construction and renovations to minimize interference with building operations.
5. Remove existing equipment, services, accessories and materials where required for reinstallation and refinishing, make good existing surfaces or replace to match adjacent materials and finish.
6. At end of each day's work, leave work in safe condition so that no part is in danger of toppling or falling.
7. Dismantle in a manner to minimize dusting.

**8. CUTTING, FITTING AND PATCHING**

1. Execute cutting, fitting and patching required to make work fit properly together.
2. Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
3. Obtain Consultant's approval before cutting, boring or sleeving loadbearing members.
4. Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.
5. Fit work airtight to pipes, sleeves, ducts and conduits.
6. Patch all holes created by the removal of the existing mechanical and electrical systems and temporary access required for the installation of new mechanical and electrical systems.

**9. EXISTING SERVICES**

1. Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum of disturbance use by Owner and service operations.
2. Before commencing work, establish location and extent of service lines in area of work and notify Consultant of findings.
3. Submit schedule to and obtain approval from governing authorities for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.
4. Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.
5. Record locations of maintained, re-routed and abandoned service lines.

**10. TEMPORARY SERVICES**

1. Use by all trades of the building's water, light, power and heat is permitted, without charge, subject to causing no inconvenience to the occupants. Any modifications made to same are to be reinstated on completion of the work.
2. The Contractor will be permitted to use an existing toilet as directed by Owner. Keep in a clean condition and make good any damage.

**11. ENCLOSURES AND PROTECTION**

1. Provide temporary security and weather tight enclosures and protection for exterior openings until permanently enclosed.
2. Design enclosures to withstand wind pressure and forcible entry.
3. Protect the existing interior and exterior building finishes to remain during the entire period of the work.
4. On completion, remove all enclosures, protective coverings, polyethylene tenting and supports; vacuum with an industrial vacuum cleaner and leave all surfaces free from construction dust.
5. Damage of any nature done to existing building and finished surfaces shall be made good to the satisfaction and at no additional cost to the Owner.

**12. SCAFFOLDING**

1. Construct and maintain scaffolding in rigid, secure and safe manner.
2. Erect scaffolding independent of walls. Remove promptly when no longer required. Construct scaffolding in accordance with C.S.A. S269.2 - M1980 and Provincial regulations regarding such work.

13. ANCHORS, SLEEVES, ACCESS

1. Provide and install all inserts, hangers, anchors, supports, sleeves, and access doors, sized and positioned as required with appropriate support capacity, clearances, etc.

14. MANUFACTURER'S INSTRUCTIONS

1. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
2. Notify Owner in writing of any conflict between these specifications and manufacturer's instructions. The Owner will designate which document is to be followed.

15. DELIVERY AND STORAGE

1. Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.
2. Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
3. Store material and equipment where directed by the Owner and in accordance with suppliers instructions.

16. SUBSTITUTIONS

1. Proposals for substitution may be submitted. Such requests must include statements of respective costs of items originally specified and proposed substitutions.
2. Proposals will be considered by the Owner if:
  - .1 Products selected by tenderer from those specified, are not available, or
  - .2 Delivery date of products selected from those specified would unduly delay completion of Contract, or
  - .3 Alternative products to those specified, which are brought to attention of, and considered by Owner as equivalent to those specified and will result in credit to Contract amount.
3. Should proposed substitution be accepted either in part or in whole, assume full responsibility and costs when substitution affects other work on project. Pay for design or drawing changes required as a result of substitution.
4. No substitutions will be permitted without prior written approval of the Owner.

17. CONSTRUCTION SAFETY MEASURES

1. Observe and enforce construction safety measures required by British Columbia Building Code, Part 8, Workers Compensation Board of B.C., and all applicable municipal statutes and authorities having jurisdiction.
2. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

18. OTHER CONTRACTORS

1. The Owner reserves the right to let separate contracts in connection with the site.
2. Contractor to coordinate this contract with work of other contractors as directed by the Owner.
3. Contractor to report to the Owner any apparent deficiencies in the contractors' work which affect the work of this contract immediately.

19. REGULATORY REQUIREMENTS

1. Pay all fees and obtain all permits.
2. Provide copies of all inspection certificates to the Consultant within ten (10) days of their date of issue.

20. DEBRIS AND WASTE

1. The Contractor shall be responsible for removal of all rubbish, debris and waste from the work areas. Remove from the building at the end of each work day. No accumulation of rubbish or debris will be permitted. Debris shall be sprinkled at all times to allay dust.

21. AS-BUILT DRAWINGS

1. The Consultant will furnish the contractor with one extra copy of the working drawings upon which the contractor shall show any actual changes from original contract drawings.
2. At completion of project and prior to final inspection, contractor certify that project record drawings are complete and correct, deliver project record drawings to Consultant.

22. PROGRESS CLEANING

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
4. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Owner.

23. FINAL CLEAN

1. On completion, examine and adjust all new operating hardware; leave all in perfect working order.
2. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight exposed interior and exterior finished surfaces, including glass and other polished surfaces affected by work.
3. Remove all paint spots, stains, rubbish, debris, tools and equipment from all areas and leave clean.

24. ADDITIONAL DRAWINGS

1. The Consultant may furnish additional drawings to assist proper execution of work. These drawings will be issued for clarification only. Such drawings shall have meaning and intent as if they were included with plans referred to in the Contract Documents.

**END OF SECTION**

1. Take over existing structures, components to be demolished based on their condition at the time of examination prior to tendering.
2. Demolition of spray or trowel applied asbestos can be hazardous to health. Should material resembling spray or trowel applied asbestos be encountered in the course of demolition work, stop work and notify the Consultant immediately. Do not proceed until written instructions have been received from the Owner.
3. Prevent damage of existing structures, services, walks, paving, trees, landscaping, adjacent grades, parts of existing building to remain.
4. Prevent debris from blocking surface drainage inlets and mechanical and electrical systems which must remain in operation.
5. Where noted on drawings, carefully remove salvage materials and equipment for re-installation by the contractor.
6. Unless otherwise specified, carry out demolition work in accordance with Canadian Construction Safety Code, latest edition.
7. Post warning signs on electrical lines and equipment which must remain energized to service other areas of the building during period of demolition.
8. Disconnect and cap mechanical services in accordance with requirements of local authority having jurisdiction.
9. Demolish parts of existing building to accommodate construction of remedial work. All components and parts required for demolition are NOT indicated on the drawings.
10. Remove existing equipment, services and obstacles where required for refinishing or making good of existing surfaces and replace same as work progresses.
11. At end of each day's work, leave work in safe condition so that no part is in danger of toppling or falling. Protect interiors of parts not to be demolished from exterior elements at all times.
12. Demolish in a manner to minimize dusting. Keep dusty materials wetted.
13. Selling or burning materials on site is not permitted.
14. Remove contaminated or dangerous materials from site and dispose of in safe manner to minimize danger at site will be undertake by other Contractors selected by the Owner.

**END OF SECTION**