



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

***Invitation to Tender (ITT)
for***

PARKING STRUCTURE DRIVE AISLE REPAIRS

ITT #037-2009

Issue Date: October 2, 2009

Tender Closing Date and Time:

**2:00 PM – Pacific Time on
October 13, 2009**

Per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock
Bids received after the deadline shall be rejected.

Bidders are requested to deliver and ensure bids are received and time/date stamped at:

Mail / Courier / By Hand:	Fax
Worker and Employer Services – Main Entrance/Security Desk WorkSafeBC 6951 Westminster Highway Richmond, BC V7C 1C6 Attn: Corporate and Health Care Purchasing	Corporate and Health Care Purchasing Fax: (604) 276-3260 (24 hour availability) Maximum twenty (20) pages WorkSafeBC will NOT accept responsibility for a busy fax line, incomplete transmissions, etc.
Electronically	
Electronic copies of the ITT may be submitted in accordance with the BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system will be able to submit electronic bids.	
Email responses will NOT be accepted.	

TABLE OF CONTENTS

DIVISION 0	SECTION 00100	INSTRUCTION TO BIDDERS	1-9
1	INTRODUCTION		1
2	AVAILABILITY OF TENDER DOCUMENT & DEPOSIT		1
3	MANDATORY SITE EXAMINATION MEETING		2
4	TENDER CLOSING AND DELIVERY INSTRUCTIONS		2
5	HOW TO SUBMIT YOUR BID		3
6	SUBMISSION CONDITIONS		3
7	WITHDRAWAL OF BIDS		4
8	APPENDIX(ES) TO BID FORM		4
9	CLARIFICATION		4
10	INELIGIBILITY OF BIDS		5
11	BID SIGNING		5
12	CONTRACT DOCUMENTS		5
13	BONDING REQUIREMENTS		6
14	TAXES		6
15	PRODUCT APPROVAL REQUESTS		6
16	BID COSTS		6
17	AGREEMENT FOR INTERNAL TRADE		6
18	LIMITATION OF DAMAGES		6
19	LIABILITY FOR ERRORS		7
20	COMPLIANCE		7
21	WORKSAFEBC ASSESSMENT REGISTRATION AND STANDING		7
22	ACCEPTANCE OF BID		7
23	EVALUATION OF BID		8

DIVISION 0	SECTION 00200	GENERAL TERMS & CONDITIONS	1-9
1	KNOWLEDGE OF THE WORK		1
2	INFORMATION REQUEST		1
3	COMPLETION TIME		1
4	PERMITS		1
5	CHANGE ORDERS		1
6	RIGHT OF SET-OFF		2
7	SUBCONTRACTORS AND SUPPLIERS		2
8	SUBCONTRACTORS		2
9	CONFLICT OF INTEREST		3
10	INFRINGEMENT		3
11	CONFIDENTIALITY AND FREEDOM OF INFORMATION		3
12	INDEMNIFICATION		4
13	LIEN PROTECTION		4
14	LIABILITY INSURANCE		4
15	STANDARDS OF CONDUCT		4
16	WARRANTIES AND GUARANTEES		5
17	WHMIS		5
18	SAFETY PROCEDURES AND REGULATION COMPLIANCE		5
19	THREAT AND HAZARD		6
20	NON ASSIGNMENT		6
21	AUDIT POLICY		6
22	GOVERNING LAW / JURISDICTION		7
23	CANCELLATION		7
24	BUSINESS LICENCE		7
25	SUSTAINABILITY POLICY		7

TABLE OF CONTENTS

DIVISION 0	SECTION 00300	BID FORM & APPENDIX(ES).....	1-5
	BID FORM.....		1
	APPENDIX A - Schedule of Contract Prices & Requirements		2
	APPENDIX B - List of Subcontractors		4
	APPENDIX C - List of References		5
DIVISION 0	SECTION 00400	WORKSAFEBC SUPPLEMENTARY CONDITIONS TO CCDC.....	1-3
DIVISION 1	SECTION 01000	SCOPE OF WORK.....	1-1
DIVISION 1	SECTION 01010	SUMMARY OF WORK.....	1-11
1	WORK COVERED BY CONTRACT DOCUMENTS		1
2	PROJECT CO-ORDINATION & MEETINGS		1
3	CUTTING, PATCHING AND MATCHING		2
	.1 STRUCTURAL INTEGRITY:.....		2
	.2 INSPECTION:		2
	.3 EXECUTION:		2
4	SUBMITTALS		3
	.1 SHOP DRAWINGS AND PRODUCT DATA:.....		3
	.2 SAMPLES:		3
	.3 MAINTENANCE OF DOCUMENTS:.....		5
	.4 RECORD DRAWINGS:.....		5
	.5 SUBMISSION:.....		5
5	SCHEDULES / DOCUMENTATION.....		5
6	PROTECTION OF PROPERTY		5
7	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS		6
	.1 INSTALLATION / REMOVAL:.....		6
	.2 HOARDING:.....		5
	.3 DUST TIGHT SCREENS:		5
	.4 LOADING:		5
	.5 TEMPORARY POWER:.....		5
	.6 SANITARY FACILITIES:.....		6
	.7 TEMPORARY TELEPHONES:		6
	.8 STORAGE:.....		6
	.9 PROJECT CLEANLINESS:		6
	.10 HEALTH AND SAFETY:		6
	.11 INSPECTION		6
	.12 FIRE PROTECTION:		6
	.13 CONSTRUCTION NOISE, VIBRATION AND ODOUR		6
	.14 SECURITY:.....		7
	.15 BUILDING SERVICES:.....		7
	.16 HOURS OF WORK:.....		7
	.17 ACCESS TO SITE AND PARKING:		7
	.18 KEYS:.....		8
8	MATERIAL AND EQUIPMENT.....		8
	.1 ALTERNATE PRODUCT, MATERIALS AND EQUIPMENT		7
	.2 COMPLIANCE:		8
	.3 MATERIAL QUALITY:.....		7
	.4 MATERIAL AVAILABILITY:.....		9

TABLE OF CONTENTS

.5 SALVAGE:9
.6 MANUFACTURER'S INSTRUCTION:9
.7 WORKMANSHIP:9
.8 CONCEALED OR UNKNOWN CONDITIONS:9
9 PROJECT CLOSE-OUT10
.1 FINAL CLEANING ACTIVITIES:10
.2 SYSTEM DEMONSTRATION:10
.3 INSPECTION/TAKEOVER PROCEDURES:10
.4 PAYMENT SCHEDULE:10
10 INCOMPLETE OR UNSATISFACTORY PERFORMANCE11

TECHNICAL SPECIFICATIONS

DIVISION 1

SECTION : 01501 CONSTRUCTION FACILITIES1-6
SECTION : 01710 CLEANING1-1

DIVISION 2

SECTION : 02115 DEMOLITION 1-3

DIVISION 3

SECTION : 03310 ASPHALT1-4

DIVISION 7

SECTION : 07000 MEMBRANE 1-5

DIVISION 9

SECTION : 09910 PARKING LINE PAINTING1-1

DRAWINGS

2009 Drive Aisle Asphalt Repairs

INSTRUCTION TO BIDDERS

This section defines the tender preparation and submission procedures that are to be followed by all bidders. Bidders are cautioned to carefully read and follow the procedures required by this tender as any deviation from these requirements may be cause for rejection.

Workers' Compensation Board of BC herein referred to as "WorkSafeBC" or "Owner".

1 INTRODUCTION

The intent of this tender is to obtain a bid to furnish all materials, equipment and labour necessary for the performance of work for a stipulated price, in accordance with the Contract Documents.

SCOPE OF WORK

The Workers' Compensation Board of BC (WorkSafeBC) is inviting bids from Paving Contractors to remove and replace 6,000 square feet of asphalt paving and membrane including roadwork and line painting at the WorkSafeBC Richmond complex. Paving Contractors will act as general contractors to required subcontractors to complete work under the tender specification requirements.

Location: WorkSafeBC
6951 Westminster Highway
Richmond, BC

2 AVAILABILITY OF TENDER DOCUMENT & DEPOSIT

- .1 Tender documents may be obtained during the scheduled site examination meeting.
- .2 Contractors who require more than one (1) copy of tender documents must contact:
Name: Jason Lin; Corporate and Health Care Purchasing
Deadline date for Requests is October 5, 2009
Phone: (604) 276 - 3344

3 MANDATORY SITE EXAMINATION MEETING

- .1 A visit to the site will be held for all bidders as follows. Do not visit the site at any other time except by prior arrangement with WorkSafeBC.

The purpose is to allow bidders to inspect and examine the site surroundings for information pertaining to their work. Oral responses at the meeting shall not be binding upon WorkSafeBC. WorkSafeBC will issue written responses to questions that materially impact upon the tender documents in the form of a written addenda.

- .2 It is mandatory that bidders visit the project site before submitting a bid. Bids will not be accepted by WorkSafeBC from bidders that do not attend the mandatory site tour.

MANDATORY SITE TOUR:

Date: **October 5, 2009**

Time: **10:00AM – 11:00AM**

Location: **Worker and Employer Services - Main Entrance/Security Desk**
WorkSafeBC
6951 Westminster Highway
Richmond, B.C., V7C 1C6

4 TENDER CLOSING AND DELIVERY INSTRUCTIONS

- .1 The Closing Date for this Invitation to Tender is **October 13, 2009 at 2:00 PM per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock (Pacific Time)**.
- .2 Bids received after the deadline shall be rejected.
- .3 WorkSafeBC requests that bids be delivered by **one** of the following methods:

Hardcopies:

- **One (1) original plus one (1) copy of the bid in hardcopy, and**
- Please ensure bids are delivered in an envelope identified with the name and address of the Bidder, **addressed to WorkSafeBC, Attn: Corporate and Health Care Purchasing**; with the **ITT number and closing date** clearly identified on the outside of the package to the following address:

Worker and Employer Services – Main Entrance/Security Desk
WorkSafeBC
6951 Westminster Highway
Richmond, BC V7C 1C6
Attn: Corporate and Health Care Purchasing

Fax:

- **Bidders are requested to remit one (1) copy of their bid** and are to clearly identify their company name and ITT number on their fax cover sheet;
- Faxed submissions are not to exceed twenty (20) pages. If your response submission exceeds twenty (20) pages, please deliver as above.
- Please ensure faxed submissions are **completely** received at WorkSafeBC Corporate and Health Care Purchasing fax line to be accepted:
(604) 276-3260 (24 hour availability)
WorkSafeBC will **NOT** accept responsibility for a busy fax line, incomplete transmissions etc.

Electronically through BC Bid:

- An electronic copy of the response will only be accepted in MS Word or Adobe PDF format, Microsoft Office 2007 or earlier.
- 6 MB maximum file size.
- Please ensure that the entire bid is submitted as a single file, except for the ITT Bid Form which requires a signature, digital signatures are acceptable.
- ZIP or like files will not be accepted.
- WorkSafeBC will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption, failure as a result of BC Bid security system, or failure for any other reason.

.4 **Email Bids** will **NOT** be accepted.

5 HOW TO SUBMIT YOUR BID

.1 Bidders are requested to complete and return all the following by bid closing time:

- **WorkSafeBC Bid Form contained in Section 00300 of this tender and**
- **ITT Response Requirements**
- **Any appendices, if requested**

Bidders are not required to return sections containing the general and specific terms and conditions of this ITT as applicable.

6 SUBMISSION CONDITIONS

- .1 It is the bidders responsibility to ensure that they have received a complete set of documents. By submitting a bid, the bidders verify that they have received a complete set of tender documents including any and all addenda.
- .2 Any additions and/or deletions after tender closing time will not be accepted by WorkSafeBC.
- .3 Bidders have the sole responsibility to allow sufficient time for the delivery of their bids by closing date and time as per WorkSafeBC Security/Corporate and Health Care Purchasing time clock (Pacific time). Bids received after tender closing time will be returned to the bidder unopened.
- .4 Bids will be opened privately after the tender closing time.
- .5 WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this ITT will become the property of WorkSafeBC and as such will be held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions. Any clauses in a

document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this ITT the Respondent will be deemed to have accepted this term.

- .6 Except as provided in the Withdrawal of Bids clause, bids shall be irrevocable and shall remain open for acceptance by WorkSafeBC for a period of **30 calendar days** after the tender closing date.

7 WITHDRAWAL OF BIDS

The bidder may withdraw their bid at any time prior to the tender closing time by submitting a written withdrawal letter. Submit the letter to the Purchasing Officer of WorkSafeBC Corporate and Health Care Purchasing and the bid will be returned unopened.

8 APPENDIX(ES) TO BID FORM

- .1 Appendix A – Schedule of Contract Prices and Requirements:**
Bidders shall complete the schedule of contract prices and requirements.
- .2 Appendix B – List of Subcontractors:**
Bidders shall complete and return Appendix B.
- .3 Appendix C – List of References:**
Bidders shall complete and return Appendix C.

9 CLARIFICATION

- .1 Any question related to the tender must be directed to the person(s) whose name(s) appears below.

TENDER INQUIRIES		
Technical Inquiries:	Consultant:	Jim Neill
	Company:	James Neill and Associates Ltd.
	Phone:	(604) 293-2300
	Fax:	(604) 473-9599
All Other Inquiries:	Project Coordinator:	Herb Mussbaucher
	Projects; Facilities Dept. Operations Manager	
	Phone:	(604) 276-3330
	Fax:	(604) 279-7409
All Other Inquiries:	Sr. Purchasing Officer:	Todd Stojcic
	Corporate and Health Care Purchasing; Controllers Dept.	
	Phone:	(604) 279-7413
	Fax:	(604) 276-3260

- .2 The bidder shall submit in writing any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC not less than **three (3) working days** before tender closing time.

- .3 The clarification will be reviewed, and where information sought is not already clearly indicated, WorkSafeBC will issue an addendum to all bidders which will become part of the contract documents.
- .4 Addenda are the only means of verifying, clarifying, or changing any of the information contained in this tender. Other than a member of the Corporate and Health Care Purchasing, no employee or agent of WorkSafeBC is authorized to change the content of this tender document and/or any addenda. Receipt of all addenda must be acknowledged in the space provided on the Bid Form.
- .5 WorkSafeBC will not grant requests for individual meetings in person with Contractors to answer any clarification before the closing deadline and before contract award, unless otherwise indicated in this document.

10 INELIGIBILITY OF BIDS

It is essential that your bid thoroughly address each requirement identified in the tender:

- .1 Incomplete bids may be declared "non-responsive";
- .2 Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- .3 Where there is a discrepancy, written amounts shall take precedence over figure amounts.
- .4 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC and any contractor involved in such litigation is ineligible to submit a bid.

11 BID SIGNING

It is requested that WorkSafeBC Bid Form contained in Section 00300 be executed by a principal duly authorized to bind contracts on behalf of the company. The bidders legal name and the capacity in which the signing officer acts shall be against the signature. Bid Forms that do not contain an authorized signature may be rejected.

12 CONTRACT DOCUMENTS

- .1 Bidders shall identify bids with the designated tender number as indicated.
- .2 The following list of documents and such other documents as may be incorporated by agreement of the parties prior to execution of the Canadian Construction Documents Committee CCDC2 (1994) shall comprise the Contract Documents;
 - General Terms and Conditions;
 - Scope of Work;
 - Summary of Work, Specifications and Drawings;
 - CCDC2 (1994) and WorkSafeBC's Supplementary Conditions to the CCDC2 (1994);
- .3 Where the terms and conditions of the CCDC2 and WorkSafeBC's Supplementary Conditions to the CCDC2 conflict with this document, the General Terms and Conditions, Summary of Work, Specifications and Drawings will prevail (or apply).

- .4 Copies of the CCDC2 (1994) may be obtained from:
Vancouver Regional Construction Association (VRCA)

13 TAXES

- .1 **Provincial Sales Tax (“PST”)**: WorkSafeBC is subject to the PST, therefore, pricing is to include PST, when and/where applicable.
- .2 **G.S.T. Certification Clause**: The goods and/or services ordered/purchased hereby are for the use of, and are being purchased by, WorkSafeBC and are therefore *not* subject to the Goods and Services Tax.

14 PRODUCT APPROVAL REQUESTS

- .1 This tender is to be based on the products specified. For approval of equivalent products, the Contractor shall submit a written request with detailed comparison of specified product to proposed equivalent to the Architect or WorkSafeBC Project Coordinator up to **three (3) days** prior to tender closing.
- .2 Approval of equivalents or alternative products will be by Addendum only. In submission of a bid using other approved products, bidders shall include in their bid the cost of any changes required in the work to accommodate such other approved products. A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of other approved products will not be considered.

15 BID COSTS

All costs incurred in the preparation and delivery of bids are the responsibility of the bidder and are not chargeable to WorkSafeBC.

16 AGREEMENT FOR INTERNAL TRADE

- .1 If the value of any response(s) resulting from this ITT and any subsequent process exceeds the cost thresholds stipulated in Annex 502 of the Agreement on Internal Trade then all provisions of Annex 502.1A of the Agreement on Internal Trade will apply.
- .2 The language used in all responses to this ITT shall be English.

17 LIMITATION OF DAMAGES

The bidder, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the bidder, by submitting a bid, waives any claim for loss of profits if no agreement is made with the bidder.

18 LIABILITY FOR ERRORS

While WorkSafeBC has made considerable efforts to ensure an accurate representation of information in this tender, the information contained in this tender is supplied solely as a guideline for bidders and is not necessarily comprehensive or exhaustive. Nothing in this tender is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addressed in the tender.

19 COMPLIANCE

The successful Contractor agrees to comply with all laws and regulations affecting this tender document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated into contracts of this character are hereby incorporated by inference.

Please note that bid documents are subject to the Freedom of Information and Protection of Privacy Act and may be subject to disclosure under that Act.

20 WORKSAFEBC ASSESSMENT REGISTRATION AND STANDING

As a condition of contract award, the successful Contractor must be registered and in good standing with the Assessment Department of WorkSafeBC and shall maintain such good standing during the term of the contract.

21 ACCEPTANCE OF BID

- .1 WorkSafeBC is not bound to award to any bidder or to the lowest qualified bidder. The awarding of the contract (if any) shall be in WorkSafeBC's sole discretion, based upon the best overall value to WorkSafeBC.
- .2 WorkSafeBC reserves the right to award a contract in full or part on the basis of the bids received.
- .3 This tender is subject to WorkSafeBC Executive approval and funding. Should all bids exceed WorkSafeBC's set budget or if approval is not received, WorkSafeBC reserves the right not to accept any bids.
- .4 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC, and any contractor involved in such litigation is ineligible to have its bid accepted.
- .5 WorkSafeBC reserves the right, as the interests of WorkSafeBC may require, to reject any or all bids or to waive any minor irregularity or non-compliant issues in bids received.

22 EVALUATION OF BID

The award of any contract shall include consideration of WorkSafeBC's evaluation criteria that include, but are not limited to:

- .1 Overall cost impact of the project on the operations of WorkSafeBC;
- .2 Experience of the bidder to execute the requirements of this tender
- .3 WorkSafeBC's assessment of the capability of the bidder to supply the delivery of the tender requirements within the time frame;
- .4 Technical credibility, financial resources, and environmental responsibility of the bidder;
- .5 Satisfactory WorkSafeBC safety record at the time of the evaluation;
- .6 Registration and in good standing with WorkSafeBC Assessment Department;
- .7 Best value to WorkSafeBC based on quality, service, and price.

No award will be made to any Bidder who cannot give satisfactory assurance their ability to carry out the contract both financially and by reason of previous experience. Lack of familiarity with the type of work may be sufficient cause for rejection of bid.

23 NOTIFICATION OF SUCCESSFUL BIDDER(S)

- .1 WorkSafeBC Corporate and Health Care Purchasing will notify the successful bidder(s) and issue a CCDC 2 1994/Contract.
- .2 All respondents are invited to request the *name* of the successful bidder. No further information regarding this bid will be released in order to maintain confidentiality of commercial bids.

*******END OF SECTION 00200*******

GENERAL TERMS AND CONDITIONS

1 KNOWLEDGE OF THE WORK

- .1 By submitting a bid, the Contractor will be held to have personally examined the site and as-built documentation, carefully read the specifications and tender documents, and to have satisfied themselves as to their ability to meet all the difficulties attending the execution of the proposed contract before the delivery of their bid, and agrees that the Contractor will make no claims against WorkSafeBC based on ignorance or misunderstanding of the contract provisions.
- .2 Contractors will not be given extra payments for conditions which should have been determined by the above inspection.

2 INFORMATION REQUEST

Prior to award of the contract, any successful contractor may be required to satisfy WorkSafeBC, in writing, that it has the necessary qualifications and resources available to carry out the work within the time limit specified in the tender. Successful contractors may be required to submit proof of any or all of the following information in a timely manner.

- .1 Submit proof of financial capability by banker's reference and bonding adequacy by a surety company's consent;
- .2 Submit a list of equipment, and its mechanical condition, that the contractor is prepared to use for the work;
- .3 Submit proof that the personnel available to the bidder have all trade qualifications and licenses necessary to perform the work.

3 COMPLETION TIME

Bidders shall state in the Bid Form the time required to complete the work. The completion date in the contract shall be the completion time added to the commencement date. Time required for delivery is a significant consideration with respect to this award process. Bidders are asked to state a realistic completion time and to do everything possible within the realm of their ability to control the completion time.

4 PERMITS

- .1 The Contractor shall provide and pay for all necessary permits and licenses necessary for the performance of the work, except the Building Permit which will be applied for and paid for by WorkSafeBC. The Contractor will call for all inspections and obtain a final occupancy certificate.
- .2 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections, review, or approvals before such special tests, inspections, review or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections, review or tests satisfactorily completed and make good such work at their own expense.

5 CHANGE ORDERS

- .1 WorkSafeBC, without invalidating the contract, may make changes in the work consisting of additions or deletions to the work.
- .2 A Change Order is a written amendment to the Contract prepared by WorkSafeBC and/or Consultant and signed by WorkSafeBC and the Contractor stating their agreement upon either a change in the work; and the extent of the adjustment in the Contract Time; and the amount of adjustment to the Contract Price.
- .3 The Contractor shall not perform a change in the work without authorization from WorkSafeBC through a Change Order directive.
- .4 Upon approved Change Order, the Contractor agrees that changes to the work will be a percentage mark up as follows:
 - .1 Contractor's Work: Cost plus 10% for overhead and 10% for profit.
OR
 - .2 Subcontractor's Work: Cost plus 10% for Subcontractor's overhead and 10% for profit, plus 5% for General Contractor's overhead and profit.
- .5 All Change Orders must state the amount of adjustment to the contract price and must state a separate amount relating to the percentage (%) markup for the Contractor's or Subcontractor's work as per .4 above.

6 RIGHT OF SET-OFF

If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the successful contractor, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the successful contractor, hereunder be set-off against and applied to any amounts which are due and owing by the successful contractor to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off.

7 SUBCONTRACTORS AND SUPPLIERS

- .1 The Contractor shall not subcontract any part of the Work or assign any part of the Contract without prior written consent of WorkSafeBC. Any consent to subcontract shall not relieve the Contractor from its obligations and every subcontractor shall incorporate all the terms of the contract which can be reasonably applied thereto.
- .2 Where applicable, the Contractor shall indicate in the appropriate Appendix, those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work.

8 SUBCONTRACTORS

The Contractor shall employ only those subcontractors that it proposed in writing and that are acceptable to WorkSafeBC at the signing of the contract:

- .1 WorkSafeBC may, for reasonable cause, object to the use of a proposed subcontractor and may require the Contractor to employ another subcontractors. WorkSafeBC shall not be required to employ a subcontractor to whom it may reasonably object.

- .2 In the event WorkSafeBC requires a change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change Order.
- .3 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and WorkSafeBC.

9 CONFLICT OF INTEREST

- .1 The Contractor shall ensure that the Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
 - a personal relationship between any officer, director, employee, servant or agent of the Contractor and any other person which results in work being awarded to the Contractor;
 - any officer, director, employee, servant or agent of the Contractor approaching WorkSafeBC personnel, other than as required for performance of the Services, to in any way promote the business of the Contractor or otherwise solicit requests for Services;
 - the retention of WorkSafeBC employees and/or subcontractors to provide services;
 - distribution of promotional material while performing the Services for WorkSafeBC.
- .2 Where the Contractor recognizes or perceives a conflict of interest, the Contractor shall provide written notice to WorkSafeBC of the conflict.

10 INFRINGEMENT

The Contractor warrant that the articles described herein, and the sale or use of them, will not infringe on any patent. The contractor covenants that it will defend at its own cost and expense, every action which may be brought against WorkSafeBC or those selling or using purchased product for any alleged infringement of any patent by reason of the sale or use of such articles and contractors agree to pay all costs, damages, fines, and profits recoverable in any such action or to indemnify WorkSafeBC for such costs damages, fines, and profits claimed from WorkSafeBC in any such action.

11 CONFIDENTIALITY & FREEDOM OF INFORMATION

- .1 Information includes "record" and "personal information" as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the successful Contractor to WorkSafeBC and any Information supplied by WorkSafeBC to the successful Contractor under this Agreement is subject to FIPPA.
- .2 The successful Contractor will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Contractor to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the successful Contractor as a result of this Agreement except as required by law. In such instances, the successful Contractor shall advise WorkSafeBC prior to disclosing the information. The successful Contractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the successful Contractor. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole

discretion of WorkSafeBC. When any Information is no longer required by the successful Contractor to carry out the Agreement or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.

- .3 The successful Contractor will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the successful Contractor, the successful Contractor must provide details of the harm in accordance with section 21 of the FIPPA.
- .4 Any Information or records retained by the successful Contractor should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- .5 All employees of the successful Contractor working on the contract will be informed of and understand the privacy standards set by FIPPA. The successful Contractor shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.

12 INDEMNIFICATION

The Contractor shall indemnify and save harmless WorkSafeBC from and against all claims, losses, costs, damage suits, proceedings or actions arising out or related to the Contractor's activities in executing the work, including omissions, improper acts or delays in executing the work. The Contractor shall compensate WorkSafeBC for any loss of or damage to WorkSafeBC's premises or property arising out of the performance of the work.

13 LIEN PROTECTION

The Contractor agrees to keep the work site and all property of WorkSafeBC free and clear of all liens, claims and encumbrances, arising out of the performance of this contract by the Contractor, or by any of its Subcontractors, and to furnish WorkSafeBC with statutory declarations of the Subcontractors and laborers indicating they have been paid.

In the event that, at the times of payment, any liens remain undischarged or attachments remain unsatisfied, the Contractor agrees WorkSafeBC shall have the right to retain out of amounts due to the Contractor, sufficient sums to indemnify WorkSafeBC against the same until such time as they are paid or discharged.

14 LIABILITY INSURANCE

- .1 The successful Contractor is required to maintain General Comprehensive Liability Insurance with a licensed Canadian Insurance Company in the minimum amount of 2 million dollars per occurrence. The insurance shall list WorkSafeBC as an additional insured and shall also cover unnamed insured Subcontractors and anyone employed by the Contractor(s). The insurance shall be non-cancelable except upon thirty (30) days prior to written notice to WorkSafeBC.
- .2 The successful Contractor shall furnish certificates to WorkSafeBC prior to the commencement of work or within three (3) working days of contract award, whichever is the earliest of the two dates.

15 STANDARDS OF CONDUCT

- .1 The Contractor shall perform all services in a professional manner satisfactory to WorkSafeBC, in accordance with the industry codes and/or professional standards as applicable.
- .2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Safety in the Workplace Policy. The Contractor and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under "Purchasing Policies and Terms; Bid Opportunities" at www.worksafebc.com.

16 WARRANTIES AND GUARANTEES

- .1 Unless otherwise specified by the Contract, the Contractor warrants and agrees that for a period of one (1) year from the date of substantial performance of the project, the goods and/or services set out in the contract shall be supplied or manufactured in a good and skillful manner and derived from the best materials available.
- .2 WorkSafeBC shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- .3 If within a period of one (1) year from the date of acceptance of the goods and/or services by WorkSafeBC, such goods and/or services or any portion thereof are found by WorkSafeBC to be defective or faulty due to imperfect or bad construction or material, the Contractor agrees to replace such defective goods and/or services forthwith without expense to WorkSafeBC.
- .4 Contractor shall correct or pay for damages resulting from corrections.
- .5 Contractor shall be responsible for obtaining Product warranties in excess of one year on behalf of WorkSafeBC from the manufacturer. These Products warranties shall be issued by the manufacturer to the benefit of WorkSafeBC.
- .6 The Contractor warrants that all articles furnished hereunder are free from any defects in design, materials and workmanship, and that the articles fully comply with specifications, and that articles are suitable and fit for the use intended by WorkSafeBC.
- .7 The manufacturers warranty will apply to goods and services provided under the contract.

17 WHMIS

All products purchased by WorkSafeBC are considered to be required for use in a workplace. Therefore, full compliance for all labeling and information requirements of the Workplace Hazardous Materials Information Systems (WHMIS) Legislation for controlled products is required.

All shipments must be accompanied by a material safety data sheet. Shipment of goods which do not comply with all of these requirements will be returned to the Contractor at their expense.

18 SAFETY PROCEDURES AND REGULATION COMPLIANCE

As a condition of contract award:

- .1 **Safety Record:** The successful Contractor must possess a safety record satisfactory to the Manager, Safety, Health & Wellness, based upon the records of the Prevention division

of WorkSafeBC. The successful Contractor is required to maintain this good standing for the duration of any contract.

- .2 **Regulation Compliance:** WorkSafeBC is responsible for worker and workplace safety in British Columbia, and for ensuring compliance with the Workers Compensation Act (the Act) and the regulations under the Act (the Regulation). As such it is important that any Contractor performing Services for WorkSafeBC complies with the Act and Regulation in order to promote worker and workplace safety.

During the Term of the Contract the Contractor shall ensure that all work performed in British Columbia by the Contractor, whether for WorkSafeBC or anyone else, whether under this Contract or not, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulation. If the Contractor does not comply with this requirement, WorkSafeBC may terminate the Contract for cause.

- .3 **Safety Procedures Review:** The Contractor must have an Occupational Health and Safety Program in accordance with Part 3 of the Regulation; and must be prepared to present a copy upon request. Prior to and in preparation for each service performed on the WorkSafeBC Richmond site, the Contractor shall arrange for an appointment for their Foreman/Supervisor to review safety procedures with the WorkSafeBC Facilities Project Manager/Project Coordinator. Costs associated with this appointment shall be at the expense of the Contractor. For WorkSafeBC locations other than Richmond, the Contractor shall contact the WorkSafeBC Area Office Manager by telephone for arrangements.
- .4 **Reporting:** The Foreman/Supervisor, after compliance with paragraph (3), shall report to the WorkSafeBC Facilities Project Manager/Project Coordinator, for services performed on the WorkSafeBC Richmond site. For services performed on WorkSafeBC locations other than Richmond, the Foreman/Supervisor shall report to the WorkSafeBC Area Office Manager.

Failure of the Contractor to comply with the above requirements shall be cause for immediate termination of any agreement without penalty to WorkSafeBC.

19 THREAT AND HAZARD

The Contractor, its employees, servants, agents and subcontractors are required to, as soon as possible and no later than 24 hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual made *against WorkSafeBC, it's employees or other individuals*. Threats include, but are not limited to: physical threats and suicide threats.

Reports shall be made to the WorkSafeBC Corporate Security Department at 604 279 7578. If there is imminent danger to anyone, the local policing authorities shall be contacted without delay.

20 NON ASSIGNMENT

Any contract resulting from this tender shall not be assigned by the Contractor without prior consent of the Manager, Corporate and Health Care Purchasing.

21 AUDIT POLICY

WorkSafeBC, or its duly authorized representatives, will have access at all reasonable times and upon reasonable notice to the Contractor, during this agreement, to the Contractor's personnel, books, records and other documents pertaining to materials and/or services

provided under this agreement for the purpose of auditing and verifying any accounts invoiced under this Agreement. The Contractor shall preserve all the aforesaid documents for a period of three (3) years after delivery of the materials and/or services.

22 GOVERNING LAW / JURISDICTION

This tender shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this tender.

23 CANCELLATION

WorkSafeBC reserves the right to cancel all or any part of the contract if materials, services, or deliveries are not in accordance with the specifications identified herein. Such cancellation may be without notice and shall not result in any penalty or other charges to WorkSafeBC. In addition, WorkSafeBC shall reserve the right to terminate the contract at their sole discretion upon **thirty (30) days** notice.

24 BUSINESS LICENCE

The Contractor may be required to obtain and pay for a Business Licence to undertake work in the City of Richmond for the duration of the Project.

25 SUSTAINABILITY POLICY

WorkSafeBC has a commitment towards environmental best practices in operations and management of their buildings. The Contractor will follow WorkSafeBC's Sustainability Policy as follows.

.1 CONSTRUCTION WASTE

1.1 Policy

WorkSafeBC is committed to reducing the construction waste in all its facilities to help in the conservation of natural resources. WorkSafeBC shall, through our own forces and through contractors, employ processes to encourage a practice of reduce, reuse, recycle and rethink.

1.2 WorkSafeBC's Guidelines for Construction Waste Management are as follows:

- 1.2.1** Conform to applicable codes and regulations for disposal and removal of common and hazardous waste.
- 1.2.2** Handle and dispose of all hazardous and banned materials in accordance with the BC Waste Management Act and Special Waste Regulation, and regional and municipal regulations.

1.2.3 Matrix of materials and waste management methods

Material	Reuse/ Salvage	Recycle	Reduce
Wood Products <ul style="list-style-type: none"> • Clean dimensionally stable wood • millwork 	Reuse in other projects	<ul style="list-style-type: none"> • Divert to appropriate facilities • Send to auction if not required 	Advanced framing techniques
Cardboard <ul style="list-style-type: none"> • moving boxes • packaging 	<ul style="list-style-type: none"> • Reuse in other areas • Reuse in other moves 		Purchase in bulk
Metals	Diverted through other projects	Sort and auction or send to scrap dealer	
Concrete, Brick & Masonry	Clean and reuse	Divert to appropriate facility	Minimize over-ordering of materials
Plastic		Divert to appropriate facility	Address through project specifications
Glass	Store & reuse in other projects	Divert to appropriate facility	
Gypsum Board	Reuse in other projects	Divert to appropriate facility	Utilize PS350 wall system
Carpet	Reuse in other areas of building	<ul style="list-style-type: none"> • Reuse in building • Return to manufacturer • Send to non-profit agencies 	Use tiles
Paint		Divert to appropriate facility	<ul style="list-style-type: none"> • Minimize over-ordering • Use Standard colours
Fluorescent tubes		Divert to appropriate facility	Collaboration with BC Hydro/Power Smart
Landclearing debris	Divert to appropriate facility	Divert to appropriate facility	
Other			

.2 MATERIAL SELECTION

2.1 Policy

WorksafeBC is committed to using low level environmental impact building materials in its facilities. WorkSafeBC shall encourage use of environmentally friendly materials in construction and renovation projects. Materials specified shall minimize land impact, reduce energy use & eliminate the generation of pollutants, toxins, and other hazardous materials.

2.2 WorkSafeBC's Guidelines for Material Selection are as follows:

- 2.2.1 Select materials that will not adversely affect human health;
- 2.2.2 Select materials that contribute to operating energy efficiency;
- 2.2.3 Select durable long-life materials requiring little or no additional finishes, and minimal maintenance;
- 2.2.4 Consider omitting unnecessary materials, reduce quantities of all materials;
- 2.2.5 Select salvaged and reusable building materials;
- 2.2.6 Select materials manufactured from renewable resources and harvested in a sustainable manner;
- 2.2.7 Select materials that have recycled content, and that are recyclable;
- 2.2.8 Select materials that require minimal manufacturing and processing, and having low embodied energy;
- 2.2.9 Select materials that can be disposed of safely.

*******END OF SECTION 00200*******

BID FORM ITT #037-2009

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA
 6951 WESTMINSTER HIGHWAY, RICHMOND, BC V7C 1C6

I/We hereby offer to WorkSafeBC to furnish all materials, equipment and labour for the proper completion of all work required for the above project according to the drawings and specifications exhibited to me/ us and prepared by:

Consultant: James Neill and Associates Limited

and the Workers' Compensation Board of British Columbia;

and to enter into a contract at the stated prices and fulfill the other requirements in this contract document. Prices are stated in Canadian funds, and include all applicable taxes in force at this date, unless stated otherwise in this tender document. No person, firm or corporation other than the undersigned has any interest in this bid or in the proposed contract for which this bid is made.

APPENDIXES TO BID:

Any appendixes as called for in the tender must be completed and attached to this bid form. All appendixes form an integral part of this bid. I/We enclose:

APPENDIX	
Appendix A	Schedule of Contract Prices and Requirements
Appendix B	List of Subcontractors
Appendix C	List of References

ADDENDA: I/We acknowledge receipt of the following applicable Addenda to the tender:

ADDENDUM	DATE OF ADDENDUM	FROM PAGES	TO PAGES
Addendum No. 1			
Addendum No. 2			

Authorized signing officer

Legal / Business Name:	
Other names under which your Company operates:	
Address:	Telephone Number:
City, Province, Postal Code:	Fax Number:
Signature:	Title:
Print Name:	Date:
WorkSafeBC Registration Number:	

Note: It is requested that this Bid Form be executed by a principal duly authorized to bind contracts on behalf of the company. The bidders legal name and the capacity in which the signing officer acts shall be against the signature. Bid Forms that do not contain an authorized signature may be rejected.

Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this ITT the Bidder will be deemed to have accepted this term.

APPENDIX A
SCHEDULE OF CONTRACT PRICES & REQUIREMENTS

Company Name:	
Address:	Telephone Number:
City, Province, Postal Code:	Fax Number:

1. LUMP SUM PRICE SCHEDULE

I/We hereby offer to WorkSafeBC to furnish all materials, equipment and labour for the proper completion of the work per the scope of work, technical specifications and drawing, and to enter into a contract at the stated lump sum price. Price is to include applicable PST and to exclude GST:	\$
---	----

2. UNIT PRICE SCHEDULE

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 time scheduled for such work in the project schedule. Prices are to include applicable PST and to exclude GST:

ITEM	UNIT OF WORK (DESCRIPTION):	UNIT PRICE PER SQUARE FOOT
1	Remove and replace up to an additional 1" thickness of asphalt	\$
2	Remove and replace asphalt and membrane in addition to 6,000 square feet in the Lump Sum Price. Base Unit Rate on an average asphalt thickness of 2"	\$

3. SCHEDULE OF HOURLY RATES

For the duration of the Contract the undersigned agrees to complete additional work authorized by the Owner in writing based on the above "Schedule of Hourly Rates". Written authorization to complete work in addition to the "Lump Sum Contract" will be issued by the Owner as a Change Order. Include an allowance for the use of small tools and equipment in the hourly rates. Include an allowance in the hourly rates for support services provided by office staff and supervisors. Rates are to exclude GST.

ITEM	GENERAL DESCRIPTION	UNIT RATES
1	Supervisor/Foreman	\$ _____ /hr
2	Labourer	\$ _____ /hr
3	Materials and Sub-trades Markup	Cost plus _____ % markup for overhead and profit

PARKING STRUCTURE DRIVE AISLE REPAIRS
FACILITIES PROJECT NO.:2009-18
TENDER NO. 037-2009/October 2009
WORKSAFEBC

DIVISION 0
SECTION 00300
BID FORM & APPENDICES
PAGE 3 OF 5

4. COMMENCEMENT & COMPLETION/ DELIVERY TIME

<p>I/ We agree to <u>commence</u> the work in the stated number of working days after receiving notice of contract award:</p>	<p>_____ / Working Days</p>
<p>I/ We agree to <u>Substantially Perform</u> the work in the stated number of working days after receiving notice of contract award. The Bidder acknowledges that the construction duration/completion may be considered by WorkSafeBC in evaluation the Tender and determining contract award. The date of contract award shall be the date of the Letter of Award is sent to the Bidder.</p>	<p>_____ / Working Days</p>

APPENDIX C
LIST OF REFERENCES

Company Name:	Telephone Number:
----------------------	--------------------------

Provide three (3) projects your organization has completed in the past three (3) years, that are similar in scope and value to WorkSafeBC's requirements.

1 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	

2 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	

3 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	

WORKSAFEBC'S SUPPLEMENTARY CONDITIONS TO CCDC 2 (1994)

WorkSafeBC's Supplementary Conditions include Amendments and Supplements to "General Conditions," and shall be read in conjunction with the Canadian Standard Construction Document for work to be done for a Stipulated Price, CCDC Document 2 - 1994.

ARTICLE A-1 THE WORK

Add the following:

- 1.1 "...is acting as and is hereinafter called the "*Consultant*" and is also acting as the payment certifier under this Agreement for the purposes of the Builders Lien Act SBC 1997 chapter 45 and amendments thereto (to be proclaimed after the coming into effect of this Agreement)."

ARTICLE A-5 PAYMENT

- 5.3.1 Delete
- 5.3.2 Delete

GC 1.1 CONTRACT DOCUMENTS

- 1.1.10 Delete "sufficient copies of...the Work." Replace with "8 copies of the Contract Documents."

GC 3.4 DOCUMENT REVIEW

- 3.4.1 Delete the second and third sentences.

GC 3.6 CONSTRUCTION SAFETY

- 3.6.1 Delete the following "subject to paragraph 3.2.2.2 of GC 3.2 – Construction by Owner or other Contractors,"

Add the following:

- 3.6.2 The Contractor agrees to and shall be designed as the "Prime Contractor" for the workplace pursuant to section 118 of the Workers' Compensation Act of British Columbia. As Prime Contractor the Contractor shall comply with, and ensure compliance by subcontractors and suppliers with, the provisions of the Workers' Compensation Act of British Columbia, Occupational Health and Safety Regulations, and any other applicable construction health and safety legislation.

GC 3.8 SUBCONTRACTORS AND SUPPLIERS

GC 3.8.1.2 is amended by adding the following:

"...and incorporate a term into all contracts with subcontractors that they will not subcontract the work to be carried out under their subcontract without prior approval of the Owner."

GC 3.10 DOCUMENTS AT THE SITE

3.10.1 After "...current Contract Documents...", insert "reviewed shop drawings..."

GC 5.3 Progress Payment

5.3.2 Delete "5 days" and replace with "10 days"

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.2 Delete and insert the following:

"Within 10 days after the receipt of the Contractor's list and application, the Consultant will determine whether the Substantial Performance of the Work has been achieved and, if the Consultant determines that it has been achieved, the

Consultant will certify the Substantial Performance of the Work. Within 7 further days, the Consultant will:

- .1 deliver a copy of the certificate to the Owner and the Contractor, and
- .2 post, in a prominent place at the Place of the Work, a notice of the certification of the Substantial Performance of the Work."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

5.4.5 "In addition to the holdback amount retained by the Owner in accordance with the British Columbia Builders Lien Act, the Owner will hold back from the unpaid balance of the Contract Price an amount equal to twice the estimated value, as determined by the Consultant, of repairing items of the Work which are identified by the Consultant at the time of the Consultant's review of the Work referred to in General Condition 5.4.2 as being either incomplete or otherwise not in general conformance with the Contract Documents. The Consultant will issue a certificate, or certificates, for payment of this deficiency holdback amount, upon being satisfied that the identified deficiency items have been satisfactorily repaired by the Contractor.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.3 Delete

GC 6.1 CHANGES

6.1.3 Add "Under no circumstances shall the Contractor be entitled to any change in the Contract Price or to any additional compensation in excess of the Contract Price whatsoever, except as a change in the Work duly provided for in a Change Order or a Change Directive."

GC 6.5 DELAYS

6.5.1 Delete the last sentence and substitute the following:
"The Contractor shall not be entitled to any payment for costs incurred by the Contractor as the result of such delay."

6.5.2 Delete the last sentence and substitute the following:
"The Contractor shall not be entitled to any payment for costs incurred by the Contractor as the result of such delay."

6.5.3 In the last sentence, add "any" before "payment" and delete the following: "...unless such delays result from actions by the Owner."

GC 11.2 BONDS

11.2.1 and 11.2.2 Delete the existing sections in their entirety

GC 12.1 INDEMNIFICATION

12.1.1 Delete the last sentence.

12.1.1.3 Delete and insert the following:
"made within such period as may be prescribed by any limitation statute of British Columbia."

12.1.2 Delete and insert the following:
"The Contractor shall further indemnify and hold harmless the Owner and the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (including actual legal expenses) whatsoever arising out of or in connection with any builders lien filed against the Place of the Work by any Subcontractor, Supplier, employee of the Contractor or any other third party claiming under the Contractor, and the Contractor agrees, without limiting the generality of the foregoing:

- .1 to pay all Subcontractors, Suppliers, employees of the Contractor and any other third parties claiming under the Contractor all amounts justly due and owing to them,
- .2 promptly and at the Contractor's own expense, to take all steps necessary to have removed from the property title of the Place of the Work any builders lien filed against the Place of the Work by any Subcontractor, Supplier, employee of the Contractor or any third party claiming under the Contractor, and
- .3 to assume the conduct and expense of the defense of the Owner to any builders lien action commenced by any Subcontractor, Supplier, employee of the Contractor or any other third party claiming under the Contractor."

***** END OF SECTION 00400 *****

SCOPE OF WORK

1. The project scope includes the following:

.1 Project Description

- To remove and replace 6,000 square feet of asphalt paving and membrane. The work to include roadwork and line painting at the WorkSafeBC Richmond complex. Refer to the tender Summary of Work, Technical Specifications and attached drawing.

.2 Hours of work

- The Contractor to perform work at anytime within the City of Richmond noise bylaw restrictions.
- The Contractor shall confirm these working hours directly with the City of Richmond.

.3 Special Considerations

- The Contractor will be required work in an operating parking lot, primarily occupied Weekdays 7:00AM to 5:00 PM. The Contractor will provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the work. Construction activity shall not interfere with the normal business of the building. WorkSafeBC will determine the means of access to and from the work area in addition to restricting times of access where it deems necessary for continued operations.
- The Main Entrance RC2 parkade ramp has a maximum load limit of 3600 kgs (7920 lbs) and a maximum height restriction of 2.5 metres (8'6")

2. The work of this contract shall include all labour, material, equipment and services necessary for the execution and completion of work as indicated on the technical specifications and drawings.

Scope of work and details as per the following drawing:
2009 Drive Aisle Asphalt Repairs

3. WorkSafeBC's project timelines are as follows:

Site Tour: October 5, 2009

Tender Close: October 13, 2009

Estimated Tender Award: October 15, 2009

Estimated Project Start Date: October 19, 2009

Estimated Substantial Completion: November 30, 2009

Estimated Final Completion: All work must be completed on or before December 18, 2009

*******END OF SECTION 01000*******

SUMMARY OF WORK

1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 The work of this Contract shall include all labour, material, equipment and services necessary for the completion of work as indicated on the drawings, and as specified under the specifications listed in the index.
- .2 The term Contractor means the Prime Contractor or the Contractor's authorized representative as designated to WorkSafeBC.
- .3 In addition to general responsibility for the complete work, the Contractor shall be specifically responsible for items contained in this Division.
- .4 The form of the specifications shall not operate to make WorkSafeBC an arbiter to establish the Scope of Work for each trade or Subcontractor. The responsibility as to which Subcontractor provides labour, materials, equipment and service required to complete the work shall rest solely with the Contractor.
- .5 The Contractor is responsible for the installation and coordination of metric and imperial dimensioned products and materials as may be applicable.
- .6 Execute work in accordance with the 2006 BC Building Code and Supplements, referenced standards and local by-laws and regulations. Materials and Workmanship must conform to or exceed applicable standards of the Canadian Governments Specification Board (CGSB), Canadian Standards Association (CSA) American Society for Testing and Materials (ASTM) and other referenced organizations.
- .7 If required by Consultant, the manufacturer/supplier shall furnish documentation indicating compliance with the requirements of the BC Building Code including, where required, certification by a Professional Engineer registered in the Province of BC.

2 PROJECT CO-ORDINATION & MEETINGS

- .1 The Contractor shall attend a Pre-Construction start-up meeting with WorkSafeBC project team and/or consultant to address:
 1. Review of work
 2. Project Meeting
 3. Consultant coordination and Project Communication
 4. Construction Safety Orientation
 5. Phasing and Protection of Existing Work
 6. Construction Schedule
 7. Construction Administration and Procedures (RFI's, Changes, Submittals, Progress Applications)
 8. Initial Inquiries
 9. Security Protocols
- .2 The Contractor shall coordinate progress of the work, progress schedules, use of site, temporary utilities and construction facilities.

- .3 The Contractor shall review shop drawings, submittals and reports. The Contractor shall keep one copy of current Contract Documents and records of meetings at the place of work, in good order and make available to WorkSafeBC and/or Consultant.
- .4 The Contractor is to provide project management and on-site supervision to undertake administration, meet schedules, ensure timely performance, ensure coordination, establish orderly completion, provide regular progress meetings and reports to the designated WorkSafeBC representative and/or consultant.
- .5 The Consultant and Contractor will convene meetings on a regular basis at the site of the work at which the Contractor shall have present such personnel as can take direction and make decisions for and on behalf of the Contractor in all matters relating to the normal construction and programming procedures. Such meetings shall be under the direction of the Consultant who will write and distribute minutes.
- .6 The Contractor shall convene meetings on a regular basis with his sub-contractors to ensure orderly execution of the work, proper coordination and conformity with the agreed progress schedule. The Contractor shall be responsible for taking minutes of these meetings.
- .7 Cooperate with authorities having jurisdiction. Coordinate the work of sub-contractors with continuous supervision.

3 CUTTING, PATCHING AND MATCHING

.1 Structural Integrity:

Contractor shall submit a written request in advance of any cutting or alteration which affects the structural integrity of any element of the Project; integrity of weather-exposed or moisture-resistant elements' efficiency, maintenance, or safety of any operational element; visual qualities of sight-exposed elements and work of WorkSafeBC or separate contractor.

.2 Inspection:

Contractor shall inspect existing conditions, including elements subject to damage or movement during cutting and patching; conditions affecting performance of work, after uncovering. The beginning of cutting or patching means acceptance of existing conditions.

.3 Execution:

- .1 Contractor shall execute the cutting, fitting, and patching to complete the Work; remove and replace defective and non-conforming work; provide openings in non-structural elements of Work for penetrations of mechanical and electrical work; perform work to avoid damage to other work; prepare proper surfaces to receive patching and finishing; and cut rigid materials using power saw or core drill (pneumatic or impact tools not allowed).
- .2 Contractor shall restore work with new products in accordance with Contract Documents; fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces; completely seal voids with fire-rated material, full thickness of construction element at penetration of fire-rated wall, ceiling, or floor construction; refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit; and where cord drilling is required, the Contractor must provide x-rays prior to drilling. Conceal all pipes, conduit, structural embeds and bolts (recess as required) except as indicated otherwise.
- .3 Patch and extend existing work using skilled mechanics who are capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that specified for new work as specified in the sections of the specification which follow.

- .4 In areas where a portion of an existing finished surface is damaged, lifted, stained, or otherwise made or found to be imperfect patch or replace the imperfect portion of the surface with matching material.
- .5 Do not incorporate salvaged or used material in new construction, except where small quantities of finish material which are difficult to match or duplicate is approved for patching or extending purposes by the Consultant, or where so otherwise directed by the contract drawings and specifications.
- .6 Provide adequate support or substrate for patching of finishes.
- .7 If the imperfect surface was painted or coated, repaint or recoat the patched portion in such a way that uniform colour and texture over the entire surface results.
- .8 If the surrounding surface cannot be matched, repaint or recoat the entire surface.
- .9 Where new work abuts or finishes flush with existing work, make the transition as smooth and workmanlike as possible. Patched work shall match existing adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 1.0 m.
- .10 Where drywall, wood, metal or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
- .11 Where two (2) or more spaces are indicated to become one (1) space, rework floors and ceilings so that horizontal planes are without break, steps or bulkheads result.
- .12 In cases of extreme change of level 50 mm or more, obtain instructions from the Consultant as to method of making transition. Either stepping, bulkheading, encasement, ramping, sloping or change of transition line shall be employed, or a combination of these, as directed in each case by the Consultant.
- .13 Restore existing work that is damaged during construction to a condition equal to its condition at the time of the start of work.

4 SUBMITTALS

.1 Shop Drawings and Product Data:

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product and other data which the Contractor provides to illustrate details of a portion of work.

- (a) The Contractor shall provide shop drawings as described in the Contract Documents or as WorkSafeBC and/or Consultant may reasonably request in orderly sequence and sufficiently in advance so as to cause no delay in the work or in the work.
- (b) The submission of the shop drawings represents the Contractor has reviewed them, determined and verified all field measurements and field construction conditions (product requirements, catalogues number; and similar data) or will do so, and that the Contractor has checked and coordinated each shop drawing with the requirements of the work and the Contract Documents.

.2 Samples:

The Contractor shall provide samples for review, and provide samples in duplicate as requested in the respective specification Sections and deliver/ send on a prepaid basis, to the Consultant's office business address.

.3 Maintenance of Documents:

- (a) The Contractor shall maintain shop drawings and construction contract drawings and any other related documents.
- (b) The contractor shall keep a set of white prints on site for the purpose of maintaining Architectural, Electrical, Mechanical and Structural "Project Record Drawings" including any other related drawings pertaining to the project. Record all changes in red ink in an accurate and neat manner resulting from any deviations from the contract documents caused by site conditions and/or change orders. Record locations of concealed components for all disciplines and make these drawings available for inspection on site by WorkSafeBC and representing consultants.

.4 Project Record drawings:

At final completion and where no more physical changes are made to the construction project site submit the "Project Record Drawings", to WorkSafeBC and/or representing Consultants.

.5 Submission:

- (a) The Contractor shall, prior to final holdback release, collect reviewed submittals and assemble list of suppliers and manufacturers; submit material prior to final Application for Payment; submit operation and maintenance data; provide warranties fully executed and notarized; submit a final statement of account, giving total adjusted Contract Price, previous payments, and remaining moneys due. WorkSafeBC will issue a final change order reflecting approved adjustments to Contract Price not previously made.
- (b) The Contractor will then obtain a Certificate of Occupancy, and all Certificates of Approval such as may be issued by Building, Plumbing, Electrical, Health, Fire or Zoning and other department or by any other inspection authority having jurisdiction over site and project, including Certificate of Indefeasible Title dated the day following the date when all lien rights expire, certifying that the property is free of liens.

5 SCHEDULES / DOCUMENTATION

- .1 The Contractor shall submit the following schedules 5 days after award of the contract: construction progress schedule, schedule for shop drawings, product data and samples. The Contractor shall confirm completion, ready for occupancy, 1 week in advance for each phase.
- .2 The Contractor shall provide schedules/ documentation in the following format: schedules are to be prepared in horizontal bar chart format providing separate bar for each trade or operation, horizontal time scale shall identify the first work day of each week and the work is to be listed in a chronological order.

6 PROTECTION OF PROPERTY

- .1 The Contractor shall protect the work and WorkSafeBC's property adjacent to the work site from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage. The Contractor shall erect and maintain suitable and sufficient barriers, signs, lights or other necessary protection. Any damage due to failure to protect work shall be removed and replaced or repaired (re&re) as directed by the Consultant/WorkSafeBC Project Coordinator at no extra to the Contract.
- .2 Existing facilities are to remain in operation throughout the duration of this contract.
- .3 Conduct construction operations with no interference in day to day operations of WorkSafeBC both inside the facility and outside. Coordinate all work and develop a comprehensive area by area phasing plan with WorkSafeBC. Keep all WorkSafeBC operational areas free of construction material, noise or environmental disturbance, debris and equipment during hours of

WorkSafeBC operation. Ensure protection and closure of any non-finished construction areas, access holes, etc., from occupied areas.

- .4 The contractor shall maintain at all times, emergency exits, building systems including life safety, security and environmental systems.
- .5 Activities producing noise, dust, fumes or vibration shall not be carried out during operational hours without prior approval by WorkSafeBC. Minimum of 48 hours notice shall be given of such activities.

7 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

.1 Installation/ Removal:

The Contractor shall provide construction facilities and temporary controls in order to execute work expeditiously, remove from site all such work after use and restore building and site as required and protect existing interior finishes and surfaces where it is necessary to move materials or personnel through the building to reach the area of Work. All damages caused to the existing building due to the work of this Contract, shall be made good to the satisfaction of WorkSafeBC by the Contractor at no additional cost to the Contract.

.2 Hoarding:

The Contractor shall erect hoarding to protect public, workers, public and private property from injury, damage, or noise to the satisfaction of WorkSafeBC.

.3 Dust Tight Screens:

The Contractor shall provide and install dust-tight screens or partitions to localize dust-generating activities, and for protection of workers, finished areas of Work and public. These are to be maintained and provide protection until such Work is complete.

.4 Loading:

The Contractor shall not load or permit any part of the Work to be loaded with a weight or force that will endanger the safety of the Building. Richmond Parkade Limits: The Main Entrance RC2 parkade ramp has a maximum load limit of 3600 kgs (7920 lbs) and a maximum height restriction of 2.5 metres (8'6")

.5 Temporary Power:

The Contractor may tie into WorkSafeBC electrical to perform the work. Tie in location as determined by WorkSafeBC.

.6 Sanitary Facilities:

The Contractor will provide their own facilities.

.7 Temporary Telephones:

The Contractor is to provide and pay for any temporary telephones necessary for own use and use of Consultant.

.8 Storage:

(a) The Contractor shall confine construction machinery and equipment, storage of Products, and operations of employees to limits indicated by laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Work with the Products.

(b) The Contractor to provide and maintain, in a clean and orderly condition, lockable storage for tools, equipment and materials. Should equipment and/or supplies storage be required, the Contractor must consult with Facilities; Projects to determine arrangements at commencement of project. The work and the operation of any vehicles and machinery,

storage of equipment, materials and/or supplies must be contained within the designated work area.

.9 Project Cleanliness:

The Contractor is to maintain the job site daily in a tidy condition, free from accumulation of waste products and debris, waste material and debris to be removed from site and deposited in waste container at end of each working day. The Contractor is provide their own container, use of WorkSafeBC's container is not permitted. The location of the container to be confirmed with WorkSafeBC. The Contractor to clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operation.

.10 Health and Safety:

- (a) The Contractor (also acknowledged as the "Prime Contractor" under Section 118 of the Workers Compensation Act) shall be solely responsible for construction safety at the work site, for compliance with the rules, regulations, and practices, and for supervising all safety precautions and programs in connection with the performance of the work.
- (b) The Contractor will ensure no danger will befall the public at any time during the progress of the Project until completion; supply a First Aid kit on site at all times; meet with the Manager of Safety, Health & Security prior to commencement of construction; comply with all orders and instructions from the WorkSafeBC Safety Officer whether verbal or written; erect and maintain suitable and sufficient barriers, signs, lights or other necessary protection. All construction personnel shall be required to wear personal protective equipment at all times in the designated Construction area.
- (c) If, in the opinion of WorkSafeBC, the precautions taken by the Contractor are not adequate at any time during the performance of the Contract, WorkSafeBC may take all necessary precautions and charge the Contractor for the cost of taking such necessary precautions and deduct the costs from any moneys due to the Contractor. Failure of WorkSafeBC to order such additional precautions, however, shall not relieve the Contractor of full responsibility for public safety.

.11 Inspection:

All material and workmanship shall be subject to inspection by WorkSafeBC. WorkSafeBC reserves the right to reject any materials which do not comply with the specifications or which contain defective material or workmanship. Rejected materials will be returned at the expense of the Contractor. The Contractor shall bear all risk in relation to rejected materials, no title or property therein having passed with respect thereto notwithstanding any other express or implied terms of condition of sale.

.12 Fire Protection:

- (a) The Contractor to provide and maintain temporary fire protection equipment during performance of work as required by insurance companies having jurisdiction and governing codes, regulations and bylaws. When the premise remains occupied during construction, the Contractor is to maintain all fire alarm systems in working order, and maintain all required means of egress for all building occupants.
- (b) The Contractor is to provide and submit to WorkSafeBC and to the municipal Authority Having Jurisdiction for review and approval, a Course of Construction Fire Safety Plan which shall, once approved, be prominently displayed and made familiar to the Contractor's forces.

.13 Construction Noise, Vibration and Odour:

The Contractor shall ensure the generation and transmission of noise, vibration and construction related odours is kept to a minimum. WorkSafeBC may restrict work that, in their judgement, generates excessive noise, dust vibration, or odour, to after 4:30 pm and before 6:30 am at no

additional cost to the contract. Any work that causes noise, vibration or construction related odour which is found to be objectionable to the building occupants shall be corrected at no additional cost to WorkSafeBC.

.14 Security:

The Contractor shall abide by WorkSafeBC's security requirements during the construction period, obtain WorkSafeBC's permission prior to commencing work and ensure workers observe all of the existing security regulations, wherever such regulations apply. The Contractor shall not limit or disable building security systems during execution of Work without WorkSafeBC's permission. The Contractor shall provide 48 hours notice for after hours/weekend access to site.

.15 Building Services:

The Contractor is to maintain all important building services continuously throughout the entire construction period and keep temporary interruptions to electrical power, water, sewage, and other services to a minimum. Required interruptions to any existing services must be arranged with WorkSafeBC at least 24 hours in advance.

.16 Hours of Work:

The Contractor to perform work at anytime within the City of Richmond noise bylaw restrictions. The Contractor shall confirm these working hours directly with the City of Richmond.

.17 Access to Site and Parking:

- (a) The Contractor shall provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the work. Construction activity shall not interfere with the normal business of the building. WorkSafeBC will determine the means of access to and from the work area in addition to restricting times of access where it deems necessary for continued operations.
- (b) On-site parking for the Contractor shall be limited to a designated area. Street parking may be available, but it is the Contractor's sole responsibility to ensure that all municipal restrictions are complied with in regards to street parking, and to obtain any necessary permits as may be required to enable parking on adjacent street.

.18 Keys:

The General Contractor will be issued a set of keys and/or access card at the onset of construction. If lost, the cost of replacement of keys and the re-keying of applicable hardware will be borne by the Contractor. The cost for replacement of an access card is \$200.00.

8 MATERIAL AND EQUIPMENT

.1 Alternate Product, Materials and Equipment:

- (a) The tender is based on the products, materials and equipments as specified. Products must meet or exceed the specifications listed.
- (b) Approval of equivalent or alternate products is required prior to tender close. See Instruction to Bidders, Clause 14. Product Approval Requests. Evidence of equality in the form of manufacturer specification sheets and samples may be requested.

.2 Compliance:

The Contractor agrees to comply with all laws and regulations affecting this tender document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

.3 Material Quality:

- (a) The Contractor shall ensure that all equipment and materials shall be new, not damaged or defective, and of the best quality (compatible with specifications) for purposes intended. The Contractor shall not substitute an article or a method of construction, manufacture or installation from that specified in the Contract unless WorkSafeBC and/or Consultant has first accepted it in writing. The Contractor shall store and maintain the equipment and materials in a manner that will preserve their quality and fitness.
- (b) The Contractor shall cooperate fully to enable WorkSafeBC and/or Consultant to conduct proper inspections or testing of the work performed. The Contractor will remove and replace defective products at its own expense and be responsible for delays and expenses caused by rejection.
- (c) If the Contractor does not carry out its obligations within a reasonable time, WorkSafeBC may remove and replace or modify the unsatisfactory work at the Contractor's cost. Should any dispute arise as to the quality or fitness of products, the decision as to the quality and fitness rests strictly with WorkSafeBC.

.4 Material Availability:

- (a) The Contractor must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid and delivery time. It is the Contractor's responsibility to notify WorkSafeBC immediately if items specified are discontinued, replaced or not available for an extended period of time.
- (b) If delays in the supply of products are foreseeable, the Contractor shall notify WorkSafeBC in order that other remedial action may be authorized in time to prevent delay in performance of the work. In the event of failure to notify WorkSafeBC, WorkSafeBC reserves the right to substitute more readily available products of a similar character at no increase to the Contract Price.

.5 Salvage:

The Contractor is to salvage all materials and/or equipment where applicable. Any items not reused in this contract are to revert back to WorkSafeBC.

.6 Manufacturer's Instruction:

Unless otherwise indicated in specifications, the Contractor shall install or erect Products in accordance with manufacturer's instructions and is not to rely on labels or enclosures provided with Products. The Contractor is to obtain written instructions directly from manufacturers. The Contractor shall notify WorkSafeBC, in writing, of conflicts between specifications and manufacturer's instructions so that WorkSafeBC may establish a course of action. Improper installation or erection of Products, due to failure in complying with these requirements, authorizes WorkSafeBC to require removal and reinstallation at no increase in Contract Price.

.7 Workmanship:

- (a) The Contractor is required to ensure that all persons employed by it in connection with the performance of the work are qualified trades persons capable of carrying out the work, adequately trained, fully instructed and supervised by a Foreman or Supervisor who has knowledge and practical experience acceptable to WorkSafeBC.
- (b) The decisions as to quality, fitness or workmanship in cases of dispute rest solely with WorkSafeBC. Any worker not acceptable to WorkSafeBC by reason of incompetence or improper conduct, or who is discovered to be a security risk, shall be excluded from the work site and replaced forthwith. WorkSafeBC may take whatever action deemed necessary and appropriate in order to obtain satisfactory security clearance on the Contractor's employees.

.8 Concealed or Unknown Conditions:

- (a) If WorkSafeBC or the Contractor discovers conditions at the place of work which are subsurface or otherwise concealed physical conditions which existed before the commencement of the work and which differ materially from those indicated in the contract documents; or physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents; then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 working days after first observance of the conditions.
- (b) WorkSafeBC and/or Consultant will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the work, WorkSafeBC shall issue appropriate instructions for a change in the work.

9 PROJECT CLOSE-OUT

.1 Final Cleaning Activities:

The Contractor shall perform final cleaning activities including:

- (a) Remove products, tools, construction machinery and equipment, and waste products and debris, other than that resulting from work performed by WorkSafeBC, other contractors or their employees, prior to application for the final certificate for payment,
- (b) Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures, replace broken, scratched or disfigured glass,
- (c) Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls and all other exposed surfaces,
- (d) Vacuum clean and dust building interiors including behind grilles, louvers, screens and window coverings;
- (e) Wax, seal, shampoo or prepare floor finishes as recommended by manufacturer, or as specified in these Specifications; steam clean carpets and remove dirt and other disfigurements from exterior surfaces.

.2 System Demonstration:

Prior to final inspection, the Contractor shall demonstrate operation of each system to WorkSafeBC, instruct personnel in operation, adjustment and maintenance of equipment and systems, using provided operation and maintenance data as basis for instruction.

.3 Inspection/ Takeover Procedures:

- (a) Prior to application for Certificate of Substantial Performance, the Contractor to carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and building is clean and in condition for occupancy. The Contractor is to notify WorkSafeBC and/or Consultant in writing of satisfactory completion of the Work and request an inspection.
- (b) During WorkSafeBC's and/or Consultant's inspection, a list of deficiencies and defects will be tabulated and corrected by the Contractor. When WorkSafeBC and/or Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been performed, the Contractor shall make application for Certificate of Substantial Performance.

.4 Payment Schedule:

- (a) Applications for Progress Payments shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the contract, of work performed and products delivered to the place of work at that date.
- (b) Where a Lump Sum Price Schedule is not requested, all charges for work shall be itemized on an invoice showing actual hours work. Non-productive times such as traveling time shall be shown separately on the invoice. If materials are supplied, they shall be listed separately at the Contractor's "cost" with mark-up shown separately.
- (c) When the Contractor considers the work is substantially performed, the Contractor shall prepare and submit to WorkSafeBC and/or Consultant a comprehensive list of items to be completed or corrected and apply for a review by WorkSafeBC and/or Consultant to establish Substantial Performance of the work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the contract.
- (d) When the Contractor considers the work is completed, the Contractor shall submit an application for Final Payment.
- (e) All invoices must identify the project number, name, location of project and purchase or contract order number.
- (f) WorkSafeBC's payment terms are net thirty (30) days of the invoice date for the portion of services rendered as per progress schedule.
- (g) WorkSafeBC will not be responsible for delay in receipt of Supplier/ Contractor's invoices. Should delay occur, time allowed by the Supplier/ Contractor for payment of invoices, or for accepting a cash discount offered shall commence on the date invoices are received by WorkSafeBC.
- (h) Upon substantial completion of said work and its acceptance by WorkSafeBC, WorkSafeBC shall pay the Contractor the agreed Progress Payment and/or Final Payment subject to a **10% holdback**, which shall become payable fifty-five (55) days after the work has been substantially completed, subject to the terms and conditions of the current Builders Lien Act of British Columbia.
- (i) WorkSafeBC offers and encourages the use of electronic funds transfer (EFT) for its Contractors. Successful Contractors who are awarded a contract will be presented with an option to initiate an EFT request with their contract documents.

10 INCOMPLETE OR UNSATISFACTORY PERFORMANCE

- .1 When work is found incomplete or unsatisfactory, the Contractor shall rectify the condition immediately at its own expense. Periods of unsatisfactory performance shall not be paid for and where this occurs, monthly progress payments shall be pro-rated. Repeated unsatisfactory performance will not be tolerated and will constitute a breach of the Contract.
- .2 The Contractor shall promptly remove from the work site and replace or re-execute defective work that has been rejected by WorkSafeBC and/or Consultant as failing to conform to the Contract Documents, whether or not the defective work has been incorporated in the work and whether or not the defect is the result of poor workmanship, use of defective products, or damage through carelessness or acts or omission of the Contractor.
- .3 If the Contractor fails to take such action as will ensure WorkSafeBC suffers no loss or damage then WorkSafeBC may, without further notice to the Contractor, take such steps as may, in the sole judgment of WorkSafeBC, be necessary to remedy such default, and

without limiting any of WorkSafeBC remedies at law or in equity, all costs incurred by WorkSafeBC shall be paid by the Contractor.

If the Contractor fails to pay such costs on demand, WorkSafeBC shall be entitled to either deduct the costs from any other amounts payable under this agreement or to withhold payment of any amounts payable to the Contractor until such time as WorkSafeBC has recovered all its costs in remedying the default.

***** END OF SECTION 01010 *****

CONSTRUCTION FACILITIES

1.0 GENERAL

1.1 Documents

- .1 This Section of the Specification forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

1.2 Requirements Included

- .1 Barriers.
- .2 Environmental Controls.
- .3 Construction aids.
- .4 Use of the Work
- .5 Traffic controls
- .6 Utilities
- .7 Protection
- .8 Office and sheds
- .9 Signs

1.3 Removal of Temporary Construction

- .1 Temporary office facilities, barricades, storage shed and other construction of temporary nature erected by the Contractor shall be removed from the site by the Contractor as soon as the progress of the Work will permit.

1.4 Guard Rails, Barricades and Signage

- .1 The Contractor shall provide and maintain all perimeter signage, guard rails and/or barricades to the building and at all floor openings, shafts and stairwells, etc. within the building. Such protection will be to the requirements of the Workers' Compensation Act of BC.
- .2 The Contractor shall remove and replace such guard rails and barricades, to accommodate the Work.
- .3 The Contractor shall provide, maintain and adjust any other guard rails, barricades or safety platforms required by law and authorities having jurisdiction for protection of the Work and the workers and for protection of the public.

1.5 Environmental Controls

- .1 Dust Tight Screens:
 - .1 The Contractor shall provide dust tight screens or partitions as necessary to localize dust generating activities, and for the protection of workers, finished areas of Work and the public.
 - .2 The Contractor shall relocate and maintain to accommodate the Work.
- .2 Dust Prevention: The Contractor, where necessary, shall effectively control any dust during all hours that work is performed.
- .3 Noise Abatement: The Contractor shall comply with the requirements of the District, Provincial By-Laws and Owner regarding noise abatement and shall take all necessary steps to ensure the generation and transmission of noise and vibration due to the Work is kept to a minimum. Any such noise or vibration which is found to be objectionable shall be corrected at no additional cost to the Owner and to the satisfaction of the Owner and the Consultant. Work involving excessive noise shall be scheduled with the Owner. All noisy demolition work must be coordinated with the owner.
- .4 Asbestos: Prior to the removal of any asbestos, the Contractor shall notify, and obtain instruction from, the Owner before proceeding. All asbestos will be handled in accordance with WorkSafeBC guideline "Safe Handling of Asbestos".

1.6 Construction Aids

- .1 Scaffolding: The Contractor shall provide and maintain scaffolding, ramps, ladders, swing staging, platforms and temporary stairs as required to maintain the construction schedule and satisfy governing authorities.
- .2 Hoisting: All hoisting must be coordinated with the Owner.

1.7 Use of the Work

- .1 Site Storage/Loading:
 - .1 The Contractor shall confine the Work and the operations of employees to limits indicated by the Contract Documents and as directed by the Owner
 - .2 Do not unreasonably encumber the premises with products and materials.
 - .3 The Contractor shall confine activities relevant to the work to areas within the designated working area. No fires, explosions or similar dangerous activities permitted on the site.
 - .4 The Contractor shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general and shall keep such areas free from materials, debris and equipment at all times.
 - .5 The Contractor shall not load, or permit to be loaded, any part of the Work with a weight or force that will endanger personnel or the Work.

1.8 Traffic Control & Access to Site

- .1 The Contractor will provide and maintain safe access road, sidewalk crossings, ramps and construction runways as may be required for access/egress to the Work.
- .2 During the progress of the Work, the Contractor will not have exclusive access to the Work areas. Work undertaken by other Contractors may be in progress on the site and the Contractor must not hinder access of others.
- .3 The Contractor shall cooperate and coordinate his operations with the Owner and other Contractors and priority will be agreed and followed according to the best interests of the overall construction program. In the event of disputes, the decision of the Owner as to priorities, shall be final and binding upon all parties.
 - .2 Public Traffic Flow: The Contractor will provide and maintain flag-person, traffic signals, barricades and flares/lights/lanterns as required to re-route traffic, safely perform the Work and protect the public.
 - .3 Construction Parking: The Contractor shall permit "Deliveries Only". Parking shall be the responsibility of the Contractor and his workers. Limited parking may be available on site. Confirm availability of parking prior to submitting Bid.
- .4 The Contractor will provide and maintain safe access to the building.

1.9 Temporary Utilities

The Contractor will provide the following utilities for use on site, unless noted otherwise:

- .1 Sanitary Facilities: Temporary toilet facilities to be provided by Contractor.
- .2 Water Supply: The Contractor shall be responsible for any distribution system of water supply he requires from existing connection points.
- .3 Temporary Power and Light:
 - .1 Electric power service will be of limited capacity and will only include service for lighting, tools and small equipment. Separate services required for electrical welders, compressors, chipping hammers, hoists, crane, etc. shall be provided by the Contractor at his expense.
 - .2 The Contractor, at his own expense, shall be responsible for wiring from electric power outlet or panels to where required and to maintain such wiring for the use of lighting, tools and apparatus in order to facilitate completion of his work, all in accordance with the applicable Regulations and Local By-Laws.
 - .3 Lighting will be provided by the Contractor in stairways and areas of travel. Specific lighting required to properly execute the various portions of the work shall be provided by the Contractor involved.
 - .4 Any temporary wiring or lighting not specifically defined, will be provided by the Contractor as required.
 - .5 All temporary electrical modifications and wiring shall be removed on completion of the work unless instructed otherwise, in writing, by the Owner.

.4 Temporary Telephones:

- .1 All telephones and fax machines will be provided at the site by the Contractor at his own expense. Should the Contractor require additional telephone service for his own use, he will be responsible for making the necessary arrangements and pay all charges in connection therewith.

1.10 Protection

.1 Protection for Off-Site and Public Property: The Contractor shall:

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

.2 Fire Protection:

- .1 The Contractor shall provide and maintain temporary fire protection equipment during performance of Work as required by insurance companies, governing codes, regulations, By-Laws and authorities having jurisdiction.
- .2 Open fires and burning of rubbish are not permitted on the site.
- .3 The Contractor shall take all necessary precautions to eliminate fire hazards and instruct his Superintendent to make periodic inspections to ensure proper preventative measures are being complied with by all personnel working on the site.
- .4 Paint and/or oil covered rags shall be stored in covered metal containers. Rubbish shall be removed daily, from building and site.
- .5 The Contractor shall comply with Provincial and Municipal fire safety requirements during the period of construction and other regulations pertaining to fire protection during construction work.
- .6 Where torch cutting and electric welding are required by the Work, the trade concerned shall provide additional fire safety measures considered necessary to protect existing facilities from fire. A suitable fire extinguisher shall be provided by the Contractor adjacent to all hot work operations including at asphalt kettles.
- .7 Precautions shall be taken at all times to prevent fire by spontaneous combustion.

.3 Protection of Building Finishes and Equipment:

- .1 The Contractor shall adequately protect his work at all stages of the operations and shall maintain the protection until his work is completed. Temporary floor protection must be provided in building interior to prevent staining or damage to finishes. As a minimum requirement the Contractor will install polythene sheeting and plywood walking surface in elevators and hallways used for access. The Contractor shall remove and replace at his own expense any work and materials damaged, that cannot be repaired or restored to the Consultant's approval, due to inadequate protection being provided.

- .2 The Contractor shall be responsible for protection of existing work. If during the Work, any existing work is damaged by the Contractor, it shall be replaced without cost to the Owner and to the approval of the Consultant.
- .3 The Contractor shall provide, erect, and maintain adequate temporary barricades, warning signs, and lights for the protection of the public at all excavations, closures, detours and points of danger where his work occurs outside the hoarding area. Such protection shall be to governing regulatory requirements.
- .4 Security:
 - .1 Watchmen for buildings and grounds will be provided by the Contractor. The Owner will not be responsible for any loss or damage to materials, equipment or other property of the Contractor.
 - .2 The Contractor shall provide for security as required for the protection of his material and equipment.
 - .3 All Contractor's security must be coordinated with the Owner's Security.

1.11 First Aid Facilities

- .1 First Aid facilities, including attendant, will be provided by the Contractor, and be completely equipped in accordance with the requirements of the WorkSafeBC

1.12 Signs and Publicity

- .1 Signs: The Owner will control the use of signs. Signs or advertising shall not be placed on site without the written approval of the Owner.
- .2 Publicity: All publicity relating to this project is subject to the approval of the Owner and no mention of the project in advertising or articles in any publication will be permitted unless cleared through the Owner. Publicity or advertising implying endorsement of a product by the Owner will not be permitted

1.13 Sequence of Work

- .1 Submit proposed sequence of work and work schedule to the Engineer for review before commencing any work.

1.14 Industrial Health & Safety Program (Safety Program)

- .1 Prepare a "Safety Program" in accordance with the Regulations. Complete the "Occupational Health and Safety Declaration" and submit Declaration and work and safety plan to Owner prior to mobilizing. Submission of plan will not relieve Contractor of his responsibility to conduct work in accordance with WorkSafeBC requirements
- .2 It is the Contractor's responsibility to notify WorkSafeBC about project prior to mobilizing. Provide copy of WorkSafeBC notification of project to Consultant prior to mobilizing.
- .3 The Contractor's Site Superintendent and key personnel will attend an orientation and coordination meeting before mobilizing.

1.15 Payment

- .1 Include all costs necessary and incidental to this Section in the Lump Sum Price.

***** END OF SECTION 01501 *****

CLEANING

1.0 GENERAL

- .1 Conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws.
- .2 Store hazardous or volatile wastes in covered metal containers and remove from site daily to Government approved disposal facilities. Prevent accumulation of wastes which create hazardous conditions.
- .3 Comply with cleaning requirements of other Sections.
- .4 Do not dispose of waste or volatile materials, such as spirits, oil or paint thinners into waterways, storm or sanitary sewers.

1.1 Materials

- .1 Use only cleaning materials recommended by manufacturer of surface to be cleaned and as recommended by cleaning material manufacturer.

1.2 Cleaning During Construction

- .1 Maintain project site, storage, parking, and public properties free from waste materials, rubbish, and debris.
- .2 Provide on-site containers for collection of waste materials and rubbish.
- .3 Remove and dispose of waste materials and rubbish at disposal sites obtained by Contractor.

1.3 Pollution Control

- .1 Control emissions from equipment and plant to local authorities emission requirements.
- .2 Cover dry materials and waste to prevent blowing dust and debris.

1.4 Final Cleaning

- .1 Rake clean debris from the surfaces of grounds surrounding building.
- .2 Remove and dispose of all debris and surplus materials to appropriate disposal sites, obtained and paid for by the Contractor.

2.0 PAYMENT

- .1 Payment for cleanup and disposal of materials is considered incidental to the work. Include an allowance for cleanup and disposal of materials in the Lump Sum price for the work.

***** END OF SECTION 01710 *****

DEMOLITION

1.0 GENERAL

1.1 Scope of Work

- .1 Provide all labour, materials, services and equipment necessary and incidental for completion of demolition work shown or indicated on the Drawings or specified herein.
- .2 Demolition and removal off site of designated areas of asphalt and membrane.
- .3 Demolition and removal of any miscellaneous items encountered within all the designated work areas.
- .4 Provision and installation of all necessary traffic control, hoarding, screens, barricades, chutes, dust and noise control measures.

1.2 Job Conditions

- .1 Excessive or unnecessary disruption of normal building operations must be avoided and the sequence of demolition in the agreed schedule must be strictly adhered to.
- .2 Schedules for work must be coordinated with the Owner and may not be altered without prior approval of the Owner.
- .3 Access to water to be arranged with the Owner.
- .4 Storage of equipment and materials when not in use must be coordinated with the Owner.

1.3 Protection

- .1 Provide and maintain all legal and necessary guards, railings and warning signs during the execution of the work to fully protect all persons and Owner from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or his employees or the condition or handling of equipment.
- .2 Enforce all applicable construction safety standards required by the B.C. Building Code, WorkSafeBC, and Municipal codes and statutes.
- .3 The Contractor shall assume full responsibility for the design and adequacy of any temporary shoring and/or bracing required during demolition.
- .4 It is the Contractor's responsibility to ensure that the methods and equipment used to demolish the various areas do not exceed the safe loading capacity of the structure or cause unnecessary damage to sections of the structure which will form part of the finished work.
- .5 Protect existing fixtures and services during the work.

1.4 Equipment

- .1 All equipment shall be a type suitable for its intended use. Equipment shall be selected to minimize damage to existing members which shall form part of the completed work. In addition, all equipment shall be acceptable to the Consultant and shall be kept in good working order.

2.0 EXECUTION

2.1 General

- .1 The essential details and dimensions of the existing structure are shown on the Drawings for the information of the Contractor in establishing the methods and limits of removal and determining the cost of the work from his examination of the site.
- .2 All material demolished and removed shall become the responsibility of the Contractor except as otherwise indicated herein and on the Drawings.
- .3 The Contractor shall promptly remove all demolished asphalt, concrete and other demolished materials off and away from the site.
- .4 It shall be the Contractor's responsibility to arrange and pay for suitable disposal areas.
- .5 The Contractor shall immediately notify the Consultant of any variance of site conditions encountered.
- .6 The Contractor shall take all necessary precautions to prevent damage to remaining building materials and shall repair any unnecessary damage at his own expense.
- .7 Coordinate materials removal with traffic control and parking to avoid injury to the public or damage to vehicles and property.
- .8 Any hazardous or dangerous materials uncovered during the demolition work which require special handling and/or disposal are the responsibility of the Contractor and shall be handled and/or disposed of in accordance with WorkSafeBC, Ministry of Environment's Lands and Parks requirements, and local Municipal bylaws and ordinances.
- .10 Wherever and whenever the Contractor removes more material than required, directed or intended to be removed as shown on the Drawings or as directed by the Consultant, the replacement of that amount of material will be at the Contractor's expense. Unnecessary damage to parts of the structure forming part of the completed work shall be repaired by the Contractor at the Contractor's expense.

2.2 Selective Demolition of Asphalt and Membrane Waterproofing

- .1 Remove all asphalt within the designated area and dispose off site.

- .2 Remove loose, weak and/or poorly bonded areas of existing membrane and dispose off site.
- .3 All noisy demolition work must be coordinated with the Owner.

3.0 PAYMENT

- .1 Include all costs necessary and incidental to the demolition work in the Stipulated Price for the work. Assume an average asphalt thickness of 2" for the Stipulated Price portion of the work. Base Lump Sum Price on an area of 6,000 square feet.

***** END OF SECTION 02115 *****

ASPHALT

1.0 GENERAL

1.1 Related Work Specified Elsewhere

- .1 Demolition Section 02115
- .2 Membrane Section 07000

1.2 Reference Standards

- .1 Asphalt paving work shall conform to the requirements of the latest addition of the following standards unless otherwise required by this specification.
 - CAN/CGSB - 16.3, Asphalt Cements for Road Purposes.
 - ASTM D3515-01, Standard Specification for Hot-Mixed, Hot-laid Bituminous Paving Mixtures.

1.3 Scope of Work

- .1 Supply all labour, materials, services and equipment necessary and incidental to supply and install asphalt paving as shown or indicated in the Contract Drawings and Specifications.

1.4 Protection

- .1 Provide and maintain all legal and necessary guards, railings and warning signs during the execution of the work to fully protect all persons and Owner from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or the condition or handling of equipment. Ensure that employees have WHMIS Training for materials being handled on site and that material data and safety sheets for all materials being used are available for use and inspection on site.

1.5 Inspection by the Engineer

- .1 Provide adequate notice to the Engineer to ensure that he has the opportunity of inspecting all prepared areas prior to placement of asphalt.
- .2 Contractor to pay all costs incurred for uncovering and making good any work covered before required inspection is completed and approved by the Engineer.
- .3 Payment for inspection and specified testing to be by the Owner except for the following and as noted above:
 - a) Testing required by laws, ordinances, rules, regulations or orders of the public authorities.
 - b) Inspection and testing performed exclusively for the Contractor's convenience.

- .4 Where tests or inspections by the Engineer reveal work not in accordance with Contract requirements, the Contractor shall pay costs for additional tests or inspections that the Engineer may require to verify acceptability of the corrected work.

2.0 PRODUCTS

2.1 Asphalt Wear Course

- .1 Unless noted otherwise by the membrane manufacturer's requirements, asphalt wear course shall be a hot applied master Municipal Upper #2 asphaltic concrete wear course meeting or exceeding the following Marshall design properties:

Property	Value
Number of blows/specimen	75
Marshall stability @ 60 C, kN (min)	9.0
Flow value, mm	2 - 3
Air voids in mixture %	3 - 5
VMA minimum %	15
Index of retained stability, % (min)	95

- .2 Submit asphalt mix design to Consultant for review and approval one week prior to installation. The finished installed thickness of the asphalt and membrane must be taken into consideration when designing the asphalt mix.

Asphalt tack coat to be all asphalt emulsion SS-1 to suit intended use.

2.2 Equipment

- .1 Pavers: mechanical, grade controlled, self propelled rubber wheeled spreader capable of spreading within specified tolerances, true to line, grade and crown indicated.
- .2 Roller: Provide a sufficient number of rollers of type and weight to obtain specified density of compacted mix.
- .3 Haul vehicles: Haul vehicles to be of adequate size and number to ensure orderly and continuous installation of asphalt. Vehicles must have tight metal bottoms and covers of sufficient size and weight to completely cover and protect asphalt mix during transport and placement.

- .4 Delivery, placement and compaction equipment shall not exceed the safe loading capacity of the structure.

2.4 Equipment Approval and Substitutions

- .1 Engineer may require the replacement for any unsatisfactory equipment during work to ensure that the project specification is met.

3.0 EXECUTION

3.1 Lines and Grades

- .1 The Contractor shall provide a control system to ensure strict adherence to the drainage slopes indicated on the Drawings. The Contractor is responsible for survey control of all work. Periodic checks by the Consultant do not relieve the Contractor of any responsibility herein stated.
- .2 Check finished surface regularly with a straight edge 10' long. Correct irregularities exceeding 1/8" (3mm) during asphalt placement. Finished surfaces to slope to drains and catch basins. Finished surfaces to be uniform, smooth, even, dense, free from shallow areas, protrusions and surplus asphalt.
- .3 Increase asphalt thickness from where required to provide a minimum slope of 1% to drains. Supply and installation of additional asphalt will be paid at the unit rate in the tender documents.
- .4 Asphalt wearcourse applications shall be in strict accordance with the more stringent requirements of the membrane manufacturer's specifications, industry standards for commercial applications and the Contract Documents.
- .5 Do not conduct paving work when the air or substrate temperature is lower than 4 C.
- .6 Deliver hot mix to the paver continuously at a constant temperature range. Maintain temperature within 140 C and 170 C. Do not lay asphalt at temperatures less than 140 C.
- .7 Place asphalt wherever possible using a self propelled machine. Where this is impractical or in confined areas spread by hand.
- .8 Unless otherwise shown, lay asphalt to provide a minimum thickness of 2".
- .9 Match existing wear course at transition areas. Roll wear course surface thoroughly with a roller to ensure a consistently dense, smooth, flush surface.
- .10 Slope wear course to drains. Ensure that the wear course is free from any depressions that may collect water. Termination of wear course at vertical surfaces should slope away from vertical surfaces towards drains.
- .11 Equipment weight and size shall be submitted to consultant for review prior to starting

work.

- .12 Compact asphalt to a minimum of 96% of a standard fifty blow Marshall Compaction Test.
- .13 Compact at curbs, walls and other inaccessible locations by hand tamping or other approved means to achieve specified density. Avoid damage to adjacent work and finishes.
- .14 Do not allow traffic onto asphalt surface until surface cools to ambient temperature.

4.0 PAYMENT

- .1 Payment for all work necessary and incidental to this Section shall be included in the Lump Sum Price. Base lump sum price on an average asphalt thickness of 2" and repair area of 6,000 square feet.
- .2 Payment for supply and installation of additional asphalt required to provide slope to drain will be on a Unit Rate basis based on the unit rates in the Tender Documents.

***** END OF SECTION 03310 *****

MEMBRANE

1.0 GENERAL

1.1 Reference Standards

- .1 All materials and workmanship must meet the minimum published standards of the Roofing Contractors Association of B.C. and that of the new membrane supplier. If a conflict exists between the two standards the more stringent standard shall apply.

1.2 Scope of Work

- .1 Provide all labour, materials, equipment and services necessary and incidental for the supply and installation of a new roof membrane over designated areas of the parking deck. Base Lump Sum Price on removal and replacement of 6,000 square feet of membrane.

1.3 Quality Assurance

- .1 All materials used in this contract shall be of the highest quality and of the type specified.
- .2 Workmanship Standards
Conform to the latest Guarantee standards of the Membrane supplier for a (5) five year Guarantee, unless modified by the contract documents to exceed those minimums.
- .3 Qualifications of Workers
A minimum of 2/3 of workers shall be Trade Qualification certified. Proof of certification shall be made available on request.
- .4 Independent Inspection:
The Owner shall retain James Neill and Associates Ltd. to conduct non resident independent reviews of the work. Reviews by the Owner's representative will not relieve the Contractor of his responsibility for maintaining his own Quality Assurance program. Fees for James Neill and Associates Ltd. will be paid for directly by the Owner and are not included in this contract.

1.4 Samples

- .1 If requested by the Engineer samples of materials shall be submitted for approval, prior to commencing work.

1.5 Product Delivery, Storage and Handling

- .1 Deliver and store all materials in their original packaging in undamaged condition, sealed with labels intact, having manufacturer's name, brand, weight, CSA and other references to accepted standards clearly shown.
- .2 Contractor to make all necessary arrangements with regard to delivery and storage on the site with the Owner and schedule deliveries accordingly.

- .3 Protect materials from damage, weather and store in a dry place.
- .4 Handle materials and equipment in strict accordance with manufacturer's recommendations. Damaged, deteriorated, or rejected materials shall be promptly removed from the site by the Contractor.

1.6 Job Conditions

- .1 Conform to membrane manufacturer's written requirements for application temperatures and humidity. Check surfaces and areas specified and shown to receive membrane.
- .2 Applicator to report any unsatisfactory conditions and/or surfaces to the Engineer in writing. Starting work shall imply acceptance of surfaces and conditions.
- .3 The work shall be laid out to accurately fit the conditions on site.
- .4 Excessive or unnecessary disruption of normal building operations must be avoided.
- .5 Storage of equipment and materials when not in use will be as directed by the Owner.

1.7 Protection

- .1 Provide and maintain all legal and necessary guards, railings and warning signs during the execution of the work to fully protect all persons and Owner from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or his employees or the condition or handling of equipment.
- .2 Ensure that all employees have WHMIS training for materials being handled on site and that Material Safety Data Sheets for all materials being used are available on site for inspection and use.

1.8 Inspection by the Consultant

- .1 Provide adequate notice to the Engineer to ensure that he has the opportunity of inspecting all prepared areas prior to application of repair materials.
- .2 Contractor to pay all costs incurred for uncovering and making good any work covered before required inspection is completed and approved by the Engineer.
- .3 Payment for inspection and specified testing to be by the Owner except as noted above and inspection and testing performed exclusively for the Contractor's convenience.
- .4 Where tests or inspections by the Engineer reveal work not in accordance with Contract requirement, the Contractor shall pay costs for additional tests or inspections that the Engineer may require to verify acceptability of the corrected work.

1.9 Guarantee

- .1 Submit a labour and materials guarantee in writing in the name of the Owner that all waterproofing membrane furnished and installed under this contract shall remain fully watertight and free from all defects for a period of Five (5) years from the date of certified substantial performance of the Project.
- .2 This written guarantee shall cover the performance of the waterproofing membrane system, including immediate correction, at no expense to the Owner and at such time as the Owner may designate, of any defects due to faulty materials or workmanship appearing after substantial performance of the Project.

2.0 PRODUCTS

2.1 Materials

.1 Waterproofing Membrane:

- (1) **Primer:** meeting C.G.S.B. 37-GP-9M
 - Permaquik PQ 6145
- (2) **Waterproofing Membrane:** meeting C.G.S.B. 37-GP-50M
 - Permaquik PQ6100
- (3) **Reinforcement Fabric:** Reinforcement fabric shall be polyester spun bonded fabric, Reemay Polyester Fabric #2016 or Permaquik PQ 2016
- (4) **Membrane Flashing/Elastomeric Reinforcing:** Permaquik PQ 2047 and/or PQ2063 Butyl (47 to 63 ml)
- (5) **Protection Sheet:** Protection sheet shall be Permaquik PQ 2178 asphalt impregnated glass ply or Soprema Elastophene sanded (one side).

All waterproofing materials must be supplied by the same membrane manufacturer

3.0 EXECUTION

3.1 Preparation

- .1 Refer to Section 02115 "Demolition" for scope of demolition work prior to installation of the membrane.
- .2 Include an allowance for preparing all horizontal surfaces designated to receive membrane by shot blasting. Shot blast equipment must include vacuum collection and dust suppression capability.

- .3 Dry grind the concrete surface to remove mortar high spots and to remove contaminants in areas inaccessible to the shot blast equipment, including vertical surfaces where membrane will be installed. Notify Consultant in writing of unacceptable substrate conditions. Beginning installation implies acceptance of existing conditions.
- .4 Remove dust, loose and poorly bonded materials and contaminants deleterious to bond from the concrete surface.
- .5 Remove all existing drain clamps and replace with new drain clamps (including drilling and tapping new bolts) where necessary.
- .6 Torch dry surfaces to receive membrane or allow to dry naturally.
- .7 Inspect concrete surface for cracks, holes, punky concrete or surface irregularities. Remove minor surface irregularities by grinding or other approved method. Repair all cracks, holes or punky concrete with rapid hardening repair mortar prior to applying membrane. Notify Engineer immediately of any major deck surface deficiencies.
- .8 Prime surfaces to receive membrane with primer at the manufacturer's recommended minimum spread rate. Broom primer to ensure adequate wetting of the surface. Take all necessary precautions to prevent primer from flowing through cracks or voids in the slab to the area below.

3.2 Membrane Application

- .1 Apply waterproofing membrane to surfaces indicated on the Drawings and specified herein.
- .2 Application of membranes, including coverage, temperature limitations, curing requirements and all other application procedures shall be carried out in accordance with membrane manufacturer's directions and Standard Details. Where a conflict exists between the Manufacturer's recommendations and the Contract Documents the more stringent requirement shall apply.
- .3 Install corners, pipe seals and flashing protrusions in accordance with manufacturer's standard details. Ensure that membrane terminations are completed in accordance with manufacturer's standard details. Use manufacturer's recommended procedures for installation of flashings in corners and for flashing protrusions.
- .4 Apply the initial coat of waterproofing membrane continuously over the surface at a minimum thickness of 1/8" (3 mm). Ensure that membrane extends a minimum of 3" beyond any reinforcing materials.
- .5 Embed fabric reinforcing in the initial coat of membrane, lapping joints a minimum of 2" (50 mm).
- .6 Embed the fabric reinforcing in a final coat of waterproofing membrane at a minimum thickness of 1/8". Minimum thickness of the two coats combined should not be less than 1/4".

- .7 At parapets, curbs, penetrations, deck edges, etc., reinforce the membrane in accordance with Drawings and Manufacturer's standard details and as specified Turn membrane up all vertical projections and upstands to a minimum of 2" (50 mm) above concrete deck level. Install a minimum of 18" x 18" sheet of Standard elastomeric membrane centred over drains in accordance with manufacturer's specifications and secure with clamping ring.
- .8 Lap new membrane to new membrane a minimum of 6". Complete waterproof transition in accordance with the Drawings and manufacturers specifications.
- .9 Protect membrane at all times until protection sheet is installed.
- .10 Install protection sheet into waterproofing membrane while membrane is still warm and sticky. Install protection sheet perpendicular to traffic flow and lap in a manner consistent with good drainage practices. Overlap base sheet a minimum of 1.5" using membrane as an adhesive.

3.4 Adjust and Clean

- .1 Repair, remove and clean all drips or smears on exposed finished surfaces or surfaces to be subsequently finished. Clean off immediately as directed by and to the satisfaction of the Engineer.
- .2 Protect all adjacent surfaces from damage due to waterproofing membrane operations.
- .3 As work proceeds and on completion, clean up and remove from the premises all rubbish and surplus materials resulting from this work.

4.0 PAYMENT

- .1 Payment for all work necessary and incidental for membrane shall be included in the Lump Sum price the work. Base Lump Sum Price on removal and replacement of 6,000 square feet of membrane.

***** END OF SECTION 07000 *****

PARKING LINE PAINTING

1.0 GENERAL

1.1 Work Included

- .1 Paint parking lines, parking stall numbers, hatched areas and directional arrows to match existing layout. Contractor to confirm and document existing line spacing, parking stall numbering, arrow location, non-parking hatched areas, colouring, etc., before starting asphalt removal.

2.0 PRODUCTS

2.1 Materials

- .1 Line paint to be suitable for traffic applications. Ensure traffic paint is compatible with finished surfaces.
- .2 Approved products:
 - .1 General Paint Type 78010 (white)
 - .2 General Paint Type 78020 (yellow)

3.0 EXECUTION

3.1 Application

- .1 Provide temporary protection where required to prevent overspray on vehicles and surrounding finishes.
- .2 Clean all surfaces prior to painting to ensure sound bonding.
- .3 Do not apply paint to surfaces that are not sufficiently dry or cured.
- .4 Provide adequate continuous ventilation and sufficient heating facilities to maintain temperatures above 7 °C for 24 hours before, during and 48 hours after application.
- .5 Install lines in a minimum of two (2) coats of 125 µm dry film thickness per coat using a mechanical applicator, or line stencil. Additional coats may be required at the Contractor's expense to provide a smooth, uniform finish due to surface absorption of the asphalt.
- .6 Finished line marking shall be 100 mm wide, straight, uniform width and free of overspray.
- .7 Ensure wet paint is protected from contamination and damage until cured. Cure in accordance with the manufacturers literature.

4.0 PAYMENT

- .1 Payment for all line painting including painting parking stall lines/numbers, traffic direction arrows and hatched areas will be included in the Lump Sum Price.