

# Renovation Request: Instruction to Bidders

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## 1. Project Information

### 1.1. Project Location

- 1.1.1. This project comprises of interior renovations and closing in of an exterior area into an existing lodge located at 2087 Beitush Rd, Tlell, Graham Island, Haida Gwaii, BC, V0T1Y0

### 1.2. Design Intent Statements:

- 1.2.1. The installation of the new concrete floor and exterior walls closing in the carport area will render a covered exterior area to be used as a multipurpose meeting room area. The completed new construction will meet or exceed current building code requirements for interior living space.
- 1.2.2. The demolition and installation of new interior walls will add two guest rooms to the lodge. The new interior rooms will match design and functionality of existing rooms in the lodge.
- 1.2.3. Installation of new siding and cultured stone on the exterior will match current exterior finishing.
- 1.2.4. Finishing of storage room on the upper floor will create a separate managers suite, finished to the same level as the rest of the rooms in the lodge.
- 1.2.5. Interior repairs in other locations in the lodge are to be brought to a industry standard level of finish suitable for occupancy and continual use.
- 1.2.6. Exterior colour schemes to match existing conditions in fit and finish.

### 1.3. Accommodations

- 1.3.1. Accommodations will be provided for workers from out of the area, in the lodge at no cost
- 1.3.2. Commercial kitchen at the lodge will be available for workers to use to store and prepare meals provided it is kept in a clean and sanitary condition throughout the duration of the contract.

## 2. Tender

### 2.1. Tender Documents

- 2.1.1. The Bid Documents include:
- 2.1.2. The General Conditions of the Stipulated Price Contract, Canadian Standard Construction Document, CCDC2 – 2008. The document is not reproduced here, but is available at local construction association offices.

- 2.1.3. Each Bidder shall examine the Tender Documents as soon as possible after receipt thereof and should any errors, omissions or contradictions be discovered therein, the Bidder shall notify the Owner in writing as soon as possible prior to the date set for receiving Tenders so that further instructions may be issued to all Bidders before the closing date.

## 2.2.Site Visit

- 2.2.1. It is the responsibility of the Bidder to visit the site and review all aspects of the work prior to submitting tender. To arrange a site visits please email [bids@haico.ca](mailto:bids@haico.ca) with suggested times of availability. An email confirming a scheduled time will be provided.
- 2.2.2. Attendance is not required at a pre-bid site meeting to review the buildings and the scope of work.

## 2.3.Existing Conditions

- 2.3.1. Each Bidder shall carefully examine the building, site, and services thereon which affect the proper execution of the Work, and obtain for himself a clear and comprehensive knowledge of the existing conditions.
- 2.3.2. The Bidders must, prior to submitting their Bid, visit the site and satisfy themselves regarding all issues which may affect their work or the Bid, including the following:
  - 2.3.2.1. The Bid Documents;
  - 2.3.2.2. The site and location of the Work on the site as to their state and condition;
  - 2.3.2.3. The local conditions and requirements affecting performance of the Work;
  - 2.3.2.4. The means of access to the site;
  - 2.3.2.5. All foreign, federal, provincial and municipal taxes and charges applicable to the Work;
  - 2.3.2.6. All laws, by-laws, regulations, ordinances, codes, licensing, Workers Compensation Board requirements and permit requirements applicable to the Work;
  - 2.3.2.7. The availability of services and utilities requested for the performance of the Work at and around the Site;
  - 2.3.2.8. Labour market and trade union conditions; and
  - 2.3.2.9. All other circumstances of site conditions which may affect the Bid.

## 2.4.Project Completion

- 2.4.1. The time period quoted in the Form of Bid must be maintained. Time shall be the essence of the contract. All work must be completed by May 04, 2012.
- 2.4.2. The Contractor will be permitted to work any and all days between receiving the “notice to proceed” and the completion date of May 04, 2012.
- 2.4.3. Deletion of work (“credits”) or the addition of work (“extras”) may result in a change to the stipulated working days for completion. Such reductions or increases in the number of working days will be dealt with on an individual basis.

## **2.5. Contractor's Options for Selection of Materials for Tendering**

- 2.5.1. Where materials are required to be listed on the “Canadian General Standards Board, Qualified Products List”, select any manufacturer so listed.
- 2.5.2. Where materials are specified by “Performance” specification, select any material meeting or exceeding specification.
- 2.5.3. Where materials are specified by naming one or more materials, select any material named. For the purpose of these specifications, the term “Acceptable Material” is deemed to be a complete and working commodity as described by a manufacturer's name, catalogue number, trade name or any combination thereof.
- 2.5.4. When materials are specified by a Standard or Performance specification, upon request of the Owner or its Representative, obtain from manufacturer an independent testing laboratory report, showing that the material or equipment meets or exceeds the specified requirements.

## **2.6. Substitution**

- 2.6.1. No substitutions for specified materials will be permitted without prior written approval of the Owner.
- 2.6.2. Proposals for substitution may only be submitted after award of contract. Such requests must include statements of respective costs of items originally specified and the proposed substitution.
- 2.6.3. Proposals will be considered by the Owner if:
  - 2.6.3.1. Materials selected by the contractor from those specified, are not available;
  - 2.6.3.2. Delivery date of materials selected from those materials specified would unduly delay completion of contract, or;
  - 2.6.3.3. The proposed substitute material is considered by Owner to be functionally equivalent to the material specified.
- 2.6.4. When proposing to furnish materials and/or equipment other than those specified, the Contractor shall submit a written request for all substitutions to the Owner. Such a request shall be accompanied with complete descriptive (manufacturer, brand name, catalogue number, etc.) and technical data.
- 2.6.5. Where substitutions are permitted, the Contractor shall bear any extra cost of evaluating the equality of the materials and equipment to be installed, and additional costs for preparation of drawings, sketches and specifications by the Owner or others.
- 2.6.6. Should the proposed substitution be accepted either in part or in whole, the Contractor shall assume full responsibility and costs when the substitution affects other work on the project and will pay for design or drawing changes required as a result of the substitution.
- 2.6.7. Amounts of all credits arising from the approval of substitutions will be determined by the Owner and Contractor. The Contract Price will then be reduced accordingly.

### 3. PRIOR TO TENDER CLOSING

#### 3.1.Addenda

- 3.1.1. During the Bid period, Bidders may be advised by Addenda of required additions to, deletions from or alterations to the requirements of the Bid Documents. All such changes shall become an integral part of the Bid Documents and shall be allowed for in arriving at the Contract Price.
- 3.1.2. Bidders shall insert in the spaces provided in the Bid Form the Addenda numbers of all Addenda received by them during the Bid period, including any bound into the Bid Documents. If no Addenda have been received, the word “NONE” shall be inserted in the space provided.
- 3.1.3. Clarifications requested by Bidders must be submitted in writing and received by the Owner no less than three working days before the date set for receipt of bids. The reply will be made in the form of an addendum.

#### 3.2.Inquiries

- 3.2.1. Questions related to the tender documents shall be directed in writing by email to [bids@haico.ca](mailto:bids@haico.ca) or by fax at (800) 930-2118

#### 3.3.Site Access

- 3.3.1. Access to the site must be arranged with the Owner.
- 3.3.2. No claims for extra payment shall be made for extra work made necessary by, or for difficulties encountered due to, conditions of the site which were visible upon, or reasonably inferable from, an examination of the site at the time before Bid closing date. Commencement of work will signify that the Contractor accepts all previous work and condition of substrate materials as found.

### 4. Bidding

#### 4.1.Bid Method

- 4.1.1. Each Bidder shall state the stipulated price for which the Bidder will undertake to carry out all the work as described in the Bid Documents. All prices, as required, shall be submitted per the Bid Form.
- 4.1.2. Unless otherwise specifically requested in the Bid Documents, all prices shall be “Work Completed” and, for all materials, labour and other expenses, shall be understood to include all fees, insurance, compensation, taxes, permits and other items required by governing laws, as well as overhead and profit for the work concerned.
- 4.1.3. The Bid Form shall be returned in a sealed opaque envelope.
- 4.1.4. The following information shall appear on the envelope:
  - a. Project name
  - b. Bidder’s name and return address

- c. Office and address to which the bid is to be returned.
- 4.1.5. The completed bid form will be received **until 2 p.m. local time on February 10, 2012** at the address indicated. Bids received after this time will be returned unopened.
  - 4.1.6. Bid Forms that have not been fully completed and executed shall be considered incomplete and void.
  - 4.1.7. The Owner reserves the right to require each Bidder to submit evidence of any proposed Sub-Contractor's experience and capabilities in similar work previously executed.
  - 4.1.8. The Owner reserves the right to disqualify any Bids not submitted in strict accordance with the requirements of the Bid Documents.
  - 4.1.9. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be considered invalid and thereby rejected by the Owner.
  - 4.1.10. Bids are by invitation only, from selected bidders. Bids from unsolicited bidders will be returned unopened.
  - 4.1.11. Bidders must submit their price according to the requirements of the Bid Documents.
  - 4.1.12. The signature of the Bid shall be submitted in longhand, and executed by a principal duly authorized to make contracts.
  - 4.1.13. The completed forms shall be without interlineation, alterations, or erasures. Where the Bidder is a corporation, the corporate seal shall be affixed.

## **4.2. Bidder Qualification**

- 4.2.1. Bidders must have extensive experience acting as General Contractor for similar Work.
- 4.2.2. Sub-contractors are to have at least 5 years experience with similar work.
- 4.2.3. The Contractor shall not subcontract the work or change subcontractors during the Work, without first obtaining the Owner's consent.

## **4.3. Taxes**

- 4.3.1. All applicable taxes and duties are to be provided for within the Contract Price, excluding HST, which is reported separately.

## **4.4. Offer Acceptance or Withdrawal**

- 4.4.1. The Owner reserves the right to accept or reject any or all offers in its sole discretion on any basis at any time without further explanation or to accept any offers considered advantageous to the Owner.
- 4.4.2. In evaluating the Bids, the Owner may consider any criteria, with such consideration to be exercised by the Owner in its sole discretion including the following:
  - 4.4.3. The Bid Price;
  - 4.4.4. The Contract Time and Proposed Schedule;
  - 4.4.5. The Bidder's ability to effectively manage and perform the Work;
  - 4.4.6. The Bidder's ability to co-operate and work effectively with the Owner, its Representative, other contractors and their respective representatives;

- 4.4.7. The Bidder's understanding of the Work;
- 4.4.8. The Bidder's Unit Prices, Alternative Prices and/or Separate Prices, as applicable;
- 4.4.9. The Bidder's ability to present cost saving opportunities, which may be appropriate and acceptable to the Owner;
- 4.4.10. The Bidder's qualifications, experience, competence and crew size, as well as that of its subcontractors and suppliers, in performing work similar to the Work;
- 4.4.11. The financial strength and capability of the Bidder;
- 4.4.12. The experience, qualifications and abilities of the Bidder's supervisory personnel;
- 4.4.13. The Bidder's past performance on other projects, which the Owner may determine in its sole discretion, based on the degree of satisfaction with the Bidder's previous work expressed by other owners and consultants;
- 4.4.14. The Owner's authorized budget for the Work;
- 4.4.15. Completeness of the Bid: and/or
- 4.4.16. Other criteria, with the Owner, in its sole discretion may consider appropriate to its evaluation.
- 4.4.17. The specified contract duration and ability to complete on time.
- 4.4.18. Offers which contain qualifying conditions or otherwise fail to conform to these Bid documents may be accepted or may be disqualified or rejected.
- 4.4.19. The Owner may, prior to and after contract award, negotiate changes to the scope of work, the materials, the specifications or any conditions with the low bidder or one or more of the bidders without having a duty or obligation to advise any other bidder, or to allow them to vary their prices as a result of such changes, and the Owner shall have not liability to any other bidder, including the low bidder, as a result of such negotiations or changes.
- 4.4.20. The Bidder acknowledges and agrees that the Owner will not be responsible for any costs, expenses, losses, damages, or liabilities incurred by the Bidder as a result, or arising out of, submitting a bid for the proposed contract, or due to the Owner's acceptance or non-acceptance of its bid.
- 4.4.21. The offer shall remain open for 45 calendar days from the closing date for submission of bids whether any other bid for the same work has been previously accepted or not.
- 4.4.22. After acceptance by the Owner, or its Representative, on behalf of the Owner, will issue to the successful Bidder a written letter of intent to contract.

#### **4.5. Insurance**

- 4.5.1. Submit with the Bid Form a signed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.



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## GENERAL REQUIREMENTS

### 1. Description

- 1.1. Work under this Contract is detailed in the contract documents and includes, but is not restricted to, the supply of all labour, materials, services and incidentals in order to perform the work.
- 1.2. Except where specified otherwise, all requirements of Section 01001 General Requirements shall apply to the Work of all other sections of the specifications.

### 2. Documents Required at Job Site

- 2.1. Maintain at job site, one copy each of following:
  - 2.1.1. Contract drawings.
  - 2.1.2. Contract Specifications.
  - 2.1.3. Addenda.
  - 2.1.4. Change Orders.
  - 2.1.5. Other modifications to Contract.
  - 2.1.6. Field test reports.
  - 2.1.7. Copy of approved, up to date, work schedule.
  - 2.1.8. Manufacturers' installation and application instructions.
  - 2.1.9. Copy of the "Material Safety Data Sheet" (MSDS) for all materials and products on site as required by the "Workplace Hazardous Materials Information System" (WHMIS).
  - 2.1.10. A day-to-day record shall be kept of all work performed, and shown to the Owner or its Representative on request.
  - 2.1.11. Site Visit Reports.
  - 2.1.12. Shop Drawings.
  - 2.1.13. Worksafe BC Occupational Health and Safety (OHS) hazardous materials assessment.

### 3. Subcontracting

- 3.1. The subcontracting of any portion of the Contract work will not be permitted without prior written consent of the Owner or its Representative.
- 3.2. Any work subcontracted shall be under the terms and conditions described in the Contract Documents and shall in no way relieve the Contractor of his responsibilities

### 4. Work Schedule

- 4.1. Schedules required:
  - 4.1.1. Construction progress schedule
  - 4.1.2. Schedule of values of the Work
  - 4.1.3. Schedule for shop drawings, product data and samples
  - 4.1.4. Schedule for mock-up reviews of the key building components
- 4.2. Provide within five (5) working days after Contract award, a schedule showing anticipated progress stages and final completion of Work within time period quoted in the Bid Form. Schedule to include dates for the following:
  - 4.2.1. Submission of shop drawings, material lists and samples.

- 4.2.2. Start and completion of all major elements of Work including removals, structural repairs, interior fit-up, by area of Work.
- 4.3. Substantial completion and total completion.
  - 4.3.1. .A Submit an updated and revised schedule with each claim for payment.
- 4.4. Format:
  - 4.4.1. Prepare schedules in form of horizontal bar chart.
  - 4.4.2. Provide separate bar for each trade or operation.
  - 4.4.3. Provide horizontal time scale identifying first work day of each week.
  - 4.4.4. Format for listings: Chronological order of start of each item of work.

## 5. Work Sequence

- 5.1. Construct Work in stages to accommodate Owner's use of premises during construction.
- 5.2. Adhere to approved construction schedule and coordinate with owner occupancy during construction.
- 5.3. Construct Work in stages to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of work will provide alternate usage.

## 6. Submittals

- 6.1. Administrative
  - 6.1.1. Submit to the Owner or its Representative submittals listed for review with reasonable promptness and in an orderly sequence as to not cause delay in the Work.
  - 6.1.2. Work affected by submittal shall not proceed until review is complete.
  - 6.1.3. Review submittals prior to submission.
  - 6.1.4. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of the Work and Contract Documents.
  - 6.1.5. Verify field measurements and affected adjacent Work are coordinated.
- 6.2. Shop Drawings and Product Data
  - 6.2.1. "Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of the Work.
  - 6.2.2. Indicate materials, methods of construction and attachment or anchorage, erection diagrams,
  - 6.2.3. Connection, explanatory notes and other information necessary for completion of Work.
  - 6.2.4. Adjustments made on shop drawings by the Owner or its Representative are not intended to change Contract Price.
  - 6.2.5. Make changes in shop drawings as Owner may require.
  - 6.2.6. Submit 4 prints of shop drawings for each requirement requested in specification Sections and as Owner may reasonably request.
  - 6.2.7. Submit 4 copies of product data sheets or brochures for requirements requested in specification Sections and as Owner may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
- 6.3. Operating Maintenance Manuals

- 6.3.1. Two weeks prior to Substantial Performance of the Work, submit to Owner, 2 copies of operating and maintenance manuals.
- 6.3.2. Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information.
- 6.3.3. Bind contents in a three-ring, hard covered, plastic jacketed binder. Organize contents into applicable categories of work, parallel to specifications Sections.
- 6.4. Record Drawings
  - 6.4.1. After award of Contract, the Owner will provide a set of drawings for purpose of maintaining record drawings.
    - a. Accurately and neatly record deviations from Contract.
    - b. Documents caused by site conditions and changes ordered by Owner or its Representative.
  - 6.4.2. Record locations of concealed components of mechanical and electrical services.
  - 6.4.3. Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Owner or its Representative.
  - 6.4.4. On completion of Work and prior to final inspection, submit record documents to Owner or Representative.
  - 6.4.5. Record drawings not submitted on completion of Work will be cause for the Owner to withhold a retainage amount.
- 6.5. Progress Reports
  - 6.5.1. Supply for distribution a minimum of every 2 weeks a written description of the project status and specific information about the work that will affect the building occupants. Increase the frequency of the submission as necessary to keep the Owners informed.
  - 6.5.2. Liaise with Owner or its Representative with respect to all issues impacting the building occupants' use of the site and building.
- 6.6. Progress Claims
  - 6.6.1. Progress claims submitted for payment during the course of the project shall be based on the cost breakdown in accordance with the Schedule of Value, or modified as requested by the Owner or its Representative at the beginning of the project.
  - 6.6.2. Progress claims shall be submitted in duplicate the first week of each month for the Work completed the previous month. Only one claim per month shall be submitted.
  - 6.6.3. A revised and updated work schedule is to be submitted by the Contractor with each progress claim.
  - 6.6.4. All claims shall be submitted to the Owner by email to [bids@haico.ca](mailto:bids@haico.ca) or by fax at (800) 930-2118 with originals mailed to: 318-417 Granville St, Vancouver BC, V6C1V5

## 7. Codes and Standards

- 7.1. These specifications are not intended as a detailed description of installation methods, but do indicate particular requirements in the completed Work.
- 7.2. Conform to the BC BUILDING Code Part 9, together with all its related supplements, hereinafter referred to as the "Code" or "code". Where Drawings and Specifications exceed the requirements of the code requirements, provide such additional requirements.
- 7.3. Where a material is designated on Drawings or in the Specifications for a certain application, unless otherwise specified, that material shall conform to standards designated in the Code.

Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards invoked by the aforementioned code. Where no particular material is specified for a certain use, the bidder shall select from the choice offered in each case.

- 7.4. Where reference is made to a specification/code/standard, conform to the latest edition of the specification/code/standard, as amended, as of the date of the Contract.

## 8. Quality Control

- 8.1. Work will be reviewed by the Owner or its Representative to evaluate general conformance with the contract documents. The Contractor is responsible to maintain quality control over all aspects of the Work.
- 8.2. Review and testing are specified as precautions against oversight or errors in the performance of the Contract. These precautions do not in any way relieve the Contractor of his responsibility to perform the Work in conformance with the Contract Documents.
- 8.3. The Owner and its Representative shall have unlimited access to all Work at any time requested. If parts of the Work are in preparation at locations other than the Place of the Work, access shall be given to such Work whenever it is in progress.
- 8.4. Give seventy two (72) hours notice requesting review if Work is designated for review or approvals by the Owner or its Representative.
- 8.5. If the Contractor covers or permits to be covered Work that has been designated for special tests, review, or approvals before such is made, the Contractor must, at its own expense, uncover the Work, have the Work reviewed or tests satisfactorily completed and make good all Work.
- 8.6. The Owner or its Representative may order any part of the Work to be examined if such Work is suspected to be not in accordance with the Contract Documents. The Contractor shall be responsible for the cost of examination, replacement or repair.
- 8.7. Remove defective Work, whether the result of poor workmanship, use of defective products or damage and whether incorporated in the Work or not, which has been rejected by the Owner or Representative as failing to conform to the Contract Documents. Replace or re-execute in accordance with the Contract Documents.
- 8.8. Make good other Contractor's Work damaged by such removals or replacements promptly.

## 9. Setting Out of Work

- 9.1. Line and levels are generally as shown on drawings.
- 9.2. Verify lines, levels and dimensions and report errors or inconsistencies in the drawings to the Owner or its Representative before commencing.
- 9.3. Examine the Work of others upon which the new Work depends. Report to the Owner or its Representative in writing any defects in such Work.
- 9.4. Assume full responsibility for and execute complete layout of Work to locations, lines and elevations indicated.
- 9.5. Provide devices and equipment required to lay out and construct Work.
- 9.6. Drawings are, in part, diagrammatic and are provided to convey the design intent and scope of Work, as well as indicate the general and approximate location, arrangement and size of fixtures and equipment. Obtain more accurate information about locations, arrangements and sizes at the site and become familiar with conditions and spaces affecting these matters before proceeding with Work. Where job conditions require reasonable changes in indicated

locations and arrangements, make changes at no additional cost to owner. Similarly, where existing conditions interfere with new installations and require relocation, include such relocation in the Work of this Contract.

## 10. Mock-ups

- 10.1. Prepare mock-ups as requested by the Owner or its Representative and where mock-ups are required by the specifications herein.
- 10.2. Construct in locations as directed by the Owner or its Representative.
- 10.3. Prepare mock-ups for the Owner or its Representative review with reasonable promptness and in an orderly sequence, so as not to cause any delay in the Work.
- 10.4. Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- 10.5. Remove mock-ups at conclusion of Work or when acceptable to the Owner or its Representative.
- 10.6. The approved mock-up may form part of the completed contract Work at the discretion of the Owner or its Representative..

## 11. Location of Equipment and Fixtures

- 11.1. Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
- 11.2. Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- 11.3. Inform Owner or its Representative of impending installation and obtain approval for actual location.
- 11.4. Where unknown services are encountered, immediately advise Owner or its Representative and confirm findings in writing.
- 11.5. All electrical work to be completed by a licensed contractor certified to work the voltage ratings. Acquisition of the necessary permits is the responsibility of the electrical contractor.
- 11.6. All vents and vent terminations for natural gas or propane fire appliances removed during repairs must be replaced by a licensed gas fitter employed by a registered gas contractor. The installation of gas appliance is to be in accordance with Document MA00-188SA "Reinstallation of Gas Appliance Vents - Update" by the Ministry of Municipal Affairs and as amended by any later regulations.

## 12. Material and Equipment

- 12.1. Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of the best quality for the purpose intended. If requested, supply evidence as to type, source and quality of products provided. Should any dispute arise as to quality or fitness of items incorporated in the Work, decision rests strictly with the Owner or its Representative based upon requirements of the Contract Documents.
- 12.2. Defective products will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.

- 12.3. Provide and maintain, in a clean and orderly condition, lockable weatherproof trailers for storage of tools, equipment and materials.
- 12.4. Locate materials not required to be stored in weatherproof sheds on site in a manner to cause the least interference with work activities.
- 12.5. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- 12.6. Notify the Owner or its Representative in writing of any conflict between these specifications and the manufacturer's instructions. The Owner or its Representative will designate which document is to be followed.
- 12.7. Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact. Store material and equipment in accordance with suppliers instructions.
- 12.8. Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
- 12.9. Touch-up damaged factory finished surfaces to the Owner's or its Representative's satisfaction. Use primer or enamel to match original. Do not paint over name plates.
- 12.10. Store products subject to damage from weather in dry, offground, weatherproof enclosures. Remove only in quantities required for same day use.

### **13. Removed Materials**

- 13.1. Except as expressly stated otherwise, material indicated for removal becomes the property of the Contractor and shall be taken from the site. Material removed from the site shall be disposed of in accordance with all Federal, Provincial and Municipal regulations.

### **14. Workmanship**

- 14.1. Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Owner or its Representative if required Work is such as to make it impractical to produce required results.
- 14.2. Do not employ any unfit person or anyone unskilled in their required duties. Each of the Owner and its Representative, reserves the right to require the dismissal from the site any worker(s) deemed incompetent, careless or insubordinate.
- 14.3. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Owner or its Representative, whose decision is final.
- 14.4. Furnish all labour, materials and equipment to complete the Work as described. "Work as described" is held to include all incidental items that by implication, good trade practice, or customary usage, are required to complete the Work, even though they may not be specifically mentioned or shown.

### **15. Cleaning**

- 15.1. When the Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work.
- 15.2. At least once per day, remove accumulations of waste material and debris. Provide a waste container and remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Owner or its Representative. Cost for removal and disposal of waste material shall be included in the Contract Price.
- 15.3. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

- 15.4. Remove dirt and dust, clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical, electrical fixtures and interior and exterior surfaces. Vacuum carpets. Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer. As directed by the Owner or its Representative, replace or repair broken, scratched, stained or disfigured building elements.
- 15.5. Clean roofs, gutters, downspouts, and drainage systems upon completion of the Work.
- 15.6. Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- 15.7. Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- 15.8. Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly repaired surfaces nor contaminate building systems.
- 15.9. Broom clean paved surfaces, rake clean other surfaces of grounds as directed by the Owner or its Representative.
- 15.10. Make good any damage to the landscaping, sodding and flower beds outside the area of Work damaged by the Contractor's equipment, materials or his work force.
- 15.11. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- 15.12. Clean the inside of all windows affected by or adjacent to work at the completion of interior repairs.
- 15.13. Clean the outside of all windows immediately after the completion of the exterior work.

## **16. Documents**

- 16.1. Following the date of Substantial Completion, the Contractor is to provide warranties fully executed and notarized.
- 16.2. Submit a final statement of accounting, giving total adjusted Contract Price, previous payments, and monies remaining due.
- 16.3. Provide a statutory declaration that all sub trades and suppliers have been compensated for materials and labour.
- 16.4. Submit certificate of good standing from the Workers' Compensation Board.
- 16.5. Comply with the requirements of the Builders Lien Act, British Columbia. The 55 day lien period shall commence upon the date of Substantial Completion as certified by the Owner or its Representative.

## **17. Inspection/Takeover**

- 17.1. Prior to an application for a certificate of Substantial Completion, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete and/or corrected and the building is clean and in condition for occupancy. Notify the Owner or its Representative, in writing, of satisfactory completion of the Work and request an inspection.
- 17.2. During the inspections by the Owner and/or its Representative, a list of deficiencies and defects will be tabulated. Correct same.



## SCOPE OF WORK ASSUMPTIONS

- Rooms “1 Existing” and “2 Existing” (marked in Lodge as such) will be split to form two new guest rooms

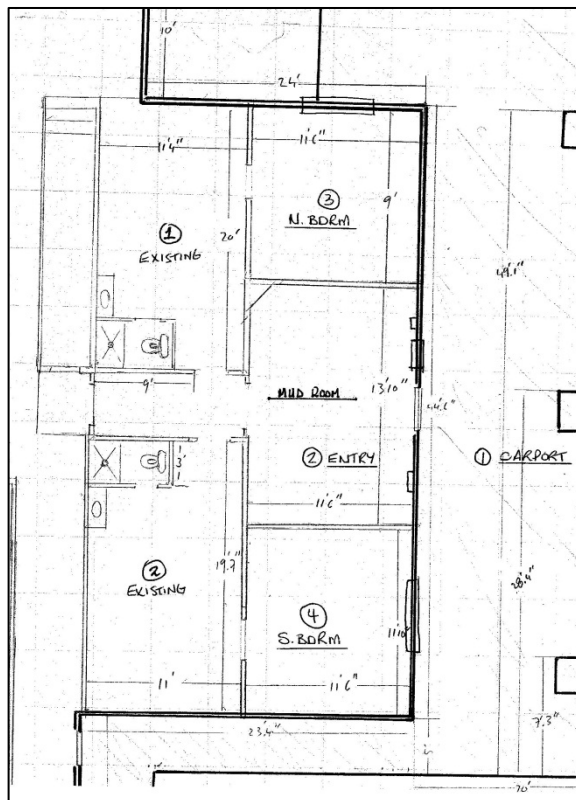


Figure 1 - Existing Layout

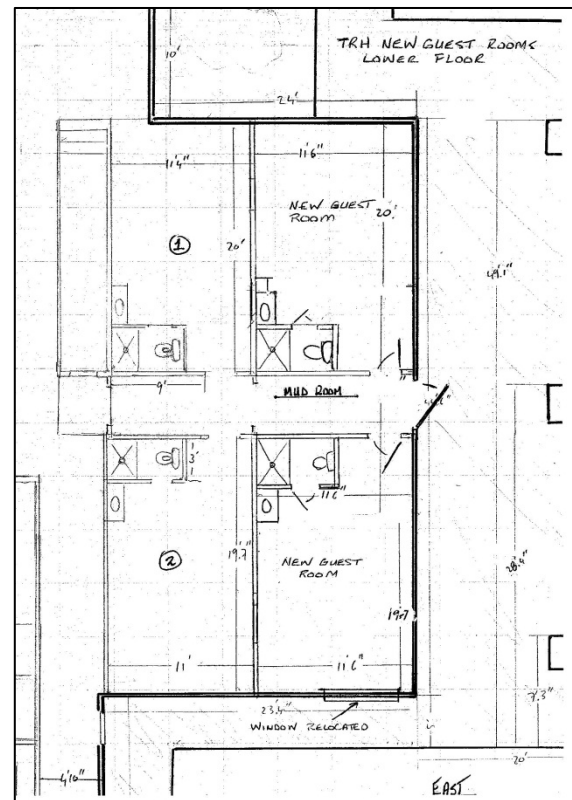


Figure 2 - New Layout

- Sanitary clean-out on exterior (east side) of room 4 runs north under slab towards entry hallway. Floor drain in entry may connect to this pipe. Remove enough concrete slab around floor drain to determine if new connection for guest rooms is able to be installed. Video camera inserted into cleanout may assist in determining the direction the drain takes.
- Information received indicates that there are no geo-thermal lines in the floor slab under rooms 2, 3, and 4.
- Original exterior wall prior to 2<sup>nd</sup> renovation was on the south side of rooms 2, 3 and 4. This is indicated by the 9 1/4 inch width of the door jamb.
- Demolition of the wall between rooms 2, 3, and 4, care should be taken to cut or remove the pre-finished drywall in such a manner that it can be used in one piece to cover the doorway opening in rooms 1 and 2 (existing). This will reduce the amount of drywall finishing required in these finished rooms.
- Window in room 4 to be removed and installed along east wall of the same room. The window open will require a header and should be positioned to the right of the second floor fire escape landing.

## HAIDA HOUSE AT TLLAAL

- Window in room 2 to removed and filled in.
- There are waterlines in the T-bar ceiling above new guest rooms which service the existing laundry room above.
- Electrical wall mounted heater in room 2 can be rotated 180 degrees and used to heat the new meeting room being built in carport (room 1).
- Electrical exhaust fan in room 2 can be deleted and the circuit used in new meeting room. Heat for the new meeting room will be provided by baseboard heater units on separate thermostats.
- Tile floor in room 2, entry mudroom, is to be removed and new flooring to be installed in the entire hallway.
- New floors in guest rooms to match carpeting in existing guest rooms (if possible).
- Existing bedroom doors to rooms 3 & 4 can be reused for new entries to new guest rooms.
- Existing exterior door exiting to carport to be removed and become the exterior door for the new meeting room. To be installed in the south east corner of the meeting room to provide access for kitchen staff and private entry to meeting room.
- Move door on south side of room 2 to the north side (to become the door to the meeting room).
- Remove hallway door found at the south end of the hallway.
- Jams and header (where possible) are to be removed from the old hallway door locations and trimmed or otherwise finished to blend into the hallway.
- Existing siding on exterior of carport wall can be salvaged and used on new exterior wall of carport. Additional siding with the same profile can be purchased from ABFAM Sawmills on Haida Gwaii.
- Existing installed cultured stone on the exterior of the carport is easily removed and can be salvaged to be re-installed on exterior wall of new carport. Additional cultured stone is stored on site if needed.
- New meeting room concrete slab will be raised to match height of existing hallway and new carpet flooring will be installed.
- New exterior wall to be constructed to close in carport to form new meeting room (see Figure).
- Supply and install new windows in meeting room, to match style and size of existing (i.e. 4x6 positioned equally between pillars).
- New meeting room needs lighting and ceiling fans to be properly lit and HVAC controlled.
- Main lobby pony walls will be relocated towards lobby between fireplace and front desk.
- Dining room will be enlarged due to change above and new flooring will be required for entire dining room. Flooring to be of suitable grade and quality for use in a restaurant environment and installation over in floor radiant heat.
- Supply and install doors on all showers, 10 existing and 3 new.

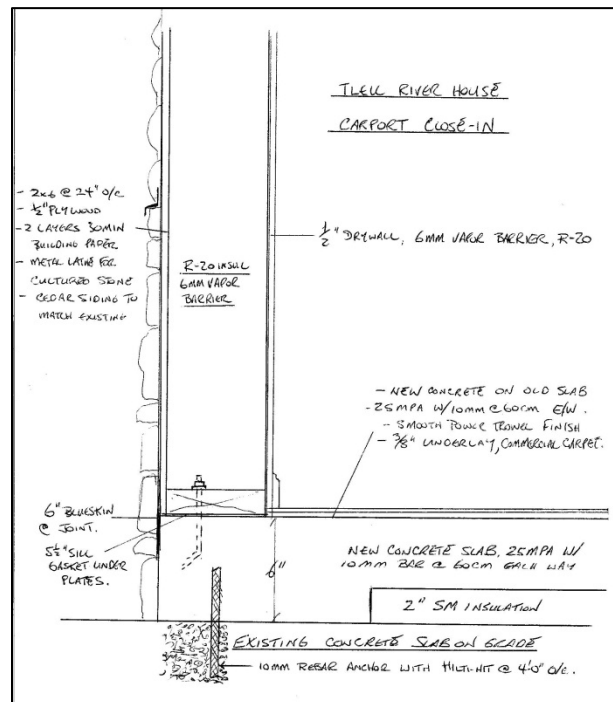


Figure 3 - Carport Close-In

HAIDA HOUSE AT TLLAAL

- Finishing of storage room on the upper floor to create a separate managers suite, finished to the same level as the rest of the rooms in the lodge

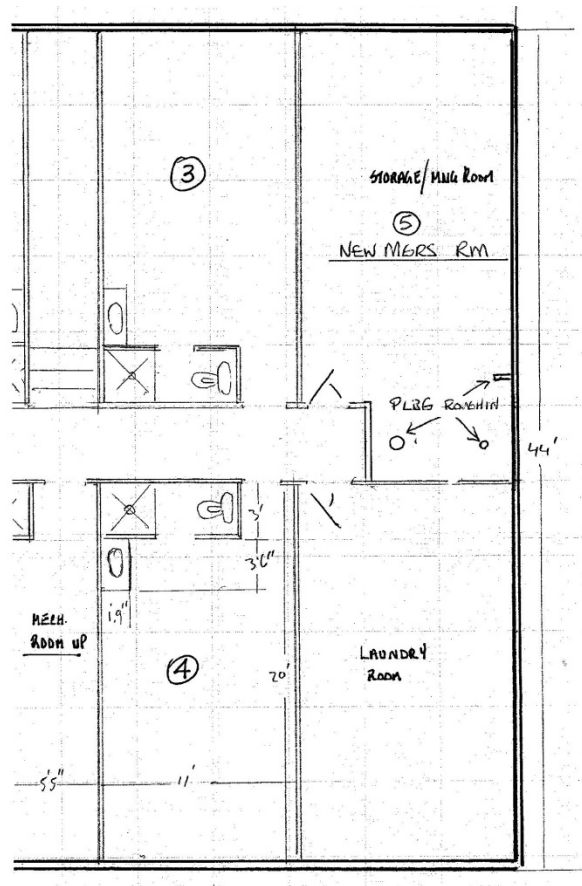


Figure 4 - Upper Floor (New Manager's Room)

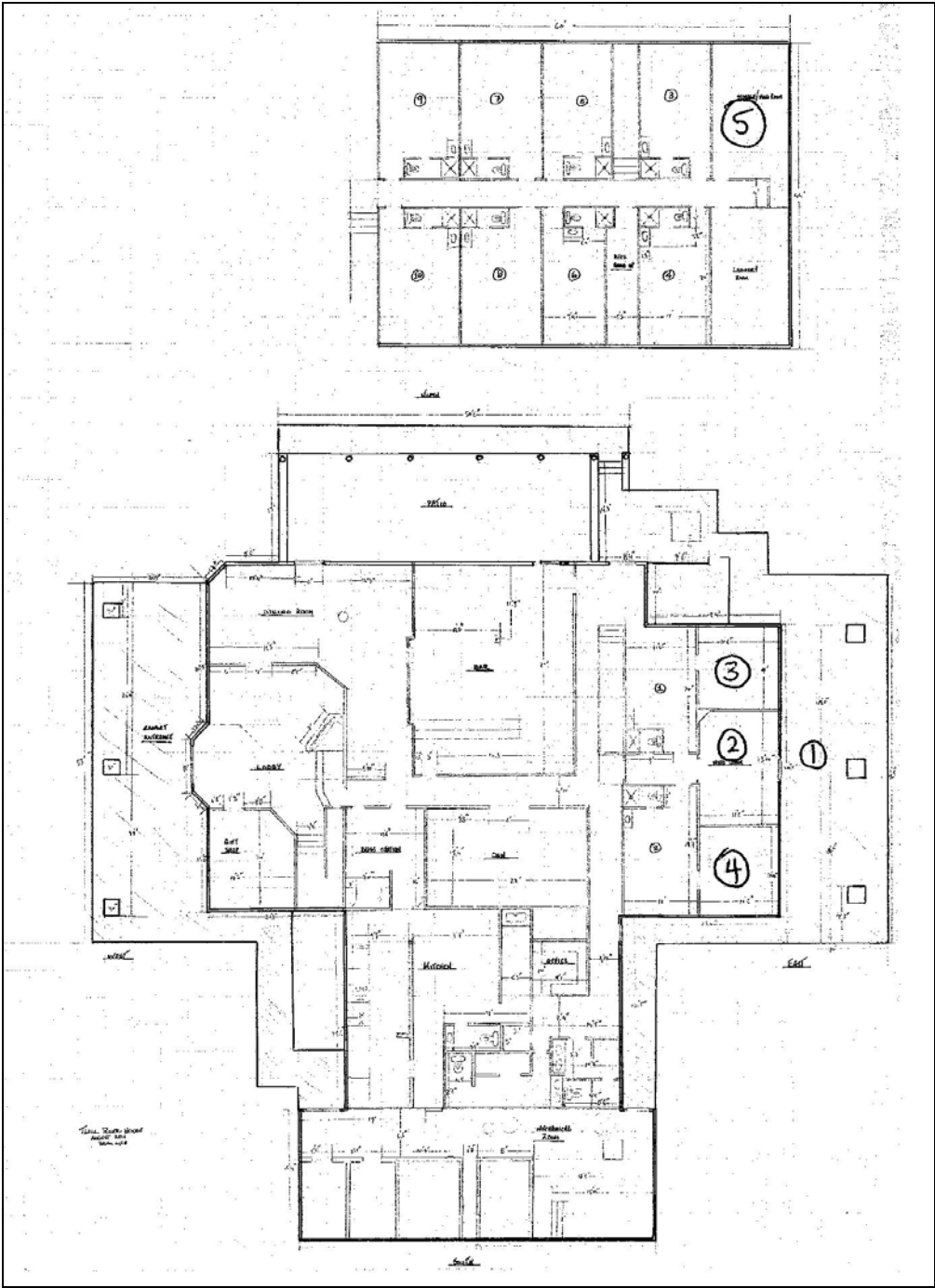


Figure 5 - Floor Plan

## General Information

- HAIDA HOUSE AT TLAAL is located at the end of Beitush Rd in the hamlet of Tlell, on the east side of Graham Island, Haida Gwaii.
- Accessible by air via Pacific Coastal Air to Masset from YVR South Terminal or Air Canada to Sandspit, and Float plane service from Prince Rupert to Masset.
  - <http://www.pacificcoastal.com>
  - <http://www.aircanada.com/en/home.html>
  - <http://www.northpacificseaplanes.com/>
  - <http://www.inlandair.bc.ca/>
- National car Rental agency located in Masset.
- Access by sea via BC ferry from Prince Rupert to Skidegate
  - <http://www.bcferries.com/>
- All contractors **should** have a minimum level 3 first aid person on staff and have a level 1 first aid kit available at all times.
- Limited access to building materials locally on Haida Gwaii, in Masset at Delmas Co-op and at AMS building centre in Queen Charlotte city.
- Research the materials that you can source locally and plan to ship or bring all materials, fasteners, finishes, furnishings required for the scope of work.
- ALL material items purchased and brought to HH as included in scope of work and not used are to remain in the possession of HH.
- All Accommodation will be provided Haida House at Tlaal. Contractors can use the commercial kitchen for meal storing and preparation.
- Contractors can work straight through until completed as there are no restrictions, or building permit required.
- Materials can be shipped via ferry from Prince Rupert hardware stores such as Home Hardware or Rona.
- Ready Mixed concrete available from Skidegate Inlet Construction, contact Clyde Greenow.
- Cedar siding available from Jim Abbott at Abfam on Haida Gwaii.
- All work must be completed by May 4<sup>th</sup>, 2012 and site ready for guest occupancy.
- A site visit is not mandatory for bidders; however, it is strongly advised. To schedule a site visits please email [bids@haico.ca](mailto:bids@haico.ca) with proposed times that would work.



Figure 6 - Map of Haida Gwaii

**BID FORM**

**Project Name: HAIDA HOUSE AT TLAAL**  
**Located At: BEITUSH RD, TLELL BC**  
**Owner's Name: HAICO**



Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Submitted To:**

**Haida Enterprise Corporation (HaiCo)**

318-470 Granville Street, Vancouver BC V6C1V5 **or** PO Box 1384, Unit 3 Skidegate Commercial Centre, Skidegate, BC V0T 1S1 **or** [bids@haico.ca](mailto:bids@haico.ca)

1. Having examined the Tender Documents as attached to this Bid Form, and Addenda No. \_\_ to No. \_\_ inclusive, all as issued by HaiCo or its Representative, and having visited the Place of the Work; we hereby offer to enter into a Contract to perform the Work required by the Bid Documents for the following:

- a. perform the stipulated price component of the Work to close in the carport and turn it into a meeting room in accordance with the Bid Documents, for the stipulated price of: \$\_\_\_\_\_ in Canadian dollars, excluding Value Added Taxes, and
- b. renovate the interior bedrooms and entry room to create 2 new guest rooms in accordance with the Bid Documents, for the stipulated price of: \$\_\_\_\_\_ in Canadian dollars, excluding Value Added Taxes, and
- c. supply and install all components required to complete a separate managers suite on the 2nd floor, ready for occupancy, in accordance with the Bid Documents, for the stipulated price of \$\_\_\_\_\_ in Canadian dollars, excluding Value Added taxes, and
- d. Remove hallway doors, install new carpet in hallway, renovate den walls to install windows, relocate dining room pony walls and install new flooring in dining, plus all other miscellaneous minor items in accordance with the Bid Documents, for the stipulated price of \$\_\_\_\_\_ in Canadian dollars, excluding Value Added taxes.

Total Price for Items A, B, C and D: \$ \_\_\_\_\_

HST on Total Bid Price: \$ \_\_\_\_\_

**TOTAL BID** (including HST) \$ \_\_\_\_\_

2. We have included all profits, cost of permits excluding the building permit, and all government sales or other taxes in force at this date

***BIDS MUST BE RECEIVED BY 2 PM February 10<sup>th</sup> or will they will be returned unopened and considered invalid.***

**It is understood that:** Bids will be evaluated and the lowest Bidder will be determined based on the sum of the stipulated price component amounts entered above.

**Interest**

Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at two percent (2%) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

**Time Proposal**

The undersigned agrees that work on site will commence not later than 10 calendar days following award of the contract.

The undersigned agrees that Substantial Performance of the Work will be attained within working days following award of the contract.

The undersigned agrees that Total Completion will be attained three weeks following Substantial Performance.

The undersigned submits and agrees that time shall be the essence of the contract.

**Sub-Contractors and Suppliers**

Listed below are the names of Sub-Contractors and Suppliers upon whose proposals this bid is based. We recognize that this list will be considered in the selection of the successful bidder, and that bids will not be accepted unless this information is provided.

We also recognize that, after submission of the bid, this list may not be changed without good and sufficient reason and requires the written approval of the Owner.

Concrete: \_\_\_\_\_

Framing: \_\_\_\_\_

Drywall: \_\_\_\_\_

Flooring: \_\_\_\_\_

Electrical: \_\_\_\_\_

Plumbing/HVAC: \_\_\_\_\_

**Hourly Rates**

The following hourly rates will be used for additional unforeseen work, at the discretion of the Owner or its Representative, not included in the Scope of Work provided in the bid documents. Rates shall be based on a 40 hour work week and are all inclusive, including without limitation: wages, benefits, mobilization and demobilization, travel time and travel costs, access costs, bonding and insurance, supervision above the foreman level, administration, small tools, all

rental rates including scaffolding, overhead (include site and head office) and profit. The Bidder shall list all applicable labour rates for both "own forces" as well as subtrade work. Prices quoted do not include applicable taxes. No additional costs associated with these work items will be considered.

- 1. Carpenter [hourly Rate ] \$ \_\_\_\_\_
- 2. Carpenter apprentice [hourly Rate ] \$ \_\_\_\_\_
- 3. General labourer [hourly Rate ] \$ \_\_\_\_\_
- 4. Roofing applicator [hourly Rate ] \$ \_\_\_\_\_
- 5. Siding applicator [hourly Rate ] \$ \_\_\_\_\_
- 6. Interior gypsum board installer [hourly Rate ] \$ \_\_\_\_\_
- 7. Painter [hourly Rate ] \$ \_\_\_\_\_
- 8. Electrician [hourly Rate ] \$ \_\_\_\_\_
- 9. Plumber [hourly Rate ] \$ \_\_\_\_\_

Actual quantities will be verified during the execution of the Work and these hourly rates will be used for the purpose of evaluating and valuing Changes in the Work as defined under GC 6.1 - Changes.

**Average Crew size**

The average crew size on site on a daily basis will be the following:

Full Time Superintendent Name: \_\_\_\_\_

<u>Role</u>	<u>No. of Workers</u>
Carpenters	_____
Labourers	_____
Other	_____

The average crew size shall also be used for the purpose of reviewing changes to the Contract Schedule and in defining Changes in the Work pursuant to GC 6.1, 6.2, and 6.3. Note that the Site Superintendent is to be assigned to this project on a full time basis until completion.

**Schedule of Prices**

We agree to provide within seven (7) calendar days of award of Contract, breakdowns of all / any prices submitted in a format that the Owner or its Representative may reasonably request, including the breakdown of labour rates, materials, taxes and administrative costs, as well as a breakdown by task and component. Such breakdown will be supplied within seven (7) days of request and may be used as the basis for assessing progress payments.

Within 10 (ten) days of notification by the Owner of the acceptance of this bid, we will:

- a. Furnish a certificate of good standing with the Workers' Compensation Board of British Columbia (WCB).
- b. Furnish proof satisfactory to the Owner that we have contracted for insurance as required by the General Conditions of this contract.

- c. Certificates submitted in proof must show date of expiration of each policy and contain agreement of insurance carrier that the subject policies will not be cancelled or materially changed without fifteen (15) days prior written notice to the Owner.
- d. Provide for the Owner, before commencing work, the names and telephone numbers of staff members who are usually designated as Project Manager, Superintendent, and Site Foreman who will be in charge of the Work.

We undertake and hold ourselves ready, upon the acceptance of our bid, to enter into a contract with the owner for the amount executed and complete the work based on the General Conditions of the Stipulated Price Contract, Canadian Standard Construction Document, CCDC 2 - 2008, as modified by the Bid Documents.

**Owner's Right to Accept or Reject Bids**

In submitting this bid, we recognize your right (Owner) to accept any bid at the Stipulated Sum submitted or to reject all bids.

We understand that the bid evaluation and award will be based on, but not limited to, the criteria of fixed bid price, unit rates, proposed schedule, completeness of bid, experience and qualifications of subcontractors and suppliers and crew size.

**Signatures**

SIGNED AND SUBMITTED for and on behalf of:

\_\_\_\_\_  
*name of bidder*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing name and title of person signing*

Date: \_\_\_\_\_

**To be submitted with the bid form**

PROJECT TITLE: HAIDA HOUSE AT TLLAAL

BIDDER: \_\_\_\_\_

**LIST OF REFERENCES**

Bidders shall provide sources for three (3) references (companies for whom work of a similar nature and value was done in the past two (2) years, including the Commission)

**1. Company Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

**END OF BID FORM**

## FORM OF AGREEMENT AND GENERAL CONDITIONS

The Stipulated Price Contract form of agreement (Canadian Construction Documents Committee Standard Construction Document CCDC2 - 2008), as amended and supplemented by the Supplementary Conditions, will be executed for this project.

The Stipulated Price Contract (CCDC2 - 2008) referenced above is not reproduced herein but is available at local construction association offices.

### SUPPLEMENTARY CONDITIONS

The General Conditions for this contract, CCDC 2 -2008 are hereby amended as follows:

#### 1. Definitions

Delete: "25" and replace with:

"The Work means the total construction and related services required by the Contract Documents and, without limiting the foregoing, includes all materials and things necessary and incidental to the proper and timely performance of the Work, in accordance with the Contract Documents, and further includes all overhead, labour, supervision, management and administration, materials, temporary works, supplies, permits, licenses and approvals related thereto.

Add:

27. Wherever the words 'approved', 'satisfactory', 'selected', 'directed', 'permitted', 'inspected', 'instructed', 'required', 'submit', 'ordered', are used in the Contract Documents, it shall be understood that the words 'by the Owner or its Representative' follow, unless the context provides otherwise.

28. Builders Lien Act mean the Builders Lien Act S.B.C., 1997 c.45 as amended from time to time.

29. Holdback Trust Account means that account required pursuant to s.5 of the Builders Lien Act.

30. Payment Certifier means the person performing the functions of Payment Certifier under s.7 of the Builders Lien Act."

2. Delete GC 1.1.8 and replace with:

1.1.8 The Owner shall provide to the Contractor three (3) copies of the Contract Documents to perform the work.

3. Add the following to GC 2.4:

2.4.4 The Contractor has the burden of proving that the Work conforms with the Contract Documents.

2.4.5 Where any Work is destroyed or damaged by the removal or replacement of any Work under GC 2.4.1, the Contractor shall bear any expense of repairing, replacing or restoring the destroyed or damaged Work, including any work performed by other contractors.

2.4.6. The obligations arising under this GC 2.4 continue during the warranty period imposed by this Contract.

4. Delete GC 3.5.1.1 and replace with:

3.5.1 prepare and submit to the Owner within FIVE (5) working days after Contract award, a construction schedule that indicates the timing of the major activities of the Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;

5. Add the following to GC 3.5:

3.5.2 The Contractor shall perform the Work in accordance with the approved construction schedule.

3.5.3 Within three (3) working day of becoming aware of any facts or conditions that may affect the Contractor's ability to maintain the approved construction schedule, the Contractor shall notify the Owner in writing of such facts or conditions.

3.5.4 Subject to the provisions of GC 6.5, if the Contractor does not maintain the progress necessary to comply with the Contract and the approved construction schedule, the Owner may, in addition to any rights or remedies

provided by law and/or under this Contract, and after consultation with the Contractor, order that the Contractor take such actions as the Owner or its Representative deems necessary to maintain the progress required by the Contract Documents and by the approved construction schedule, which actions may include, but are not limited to, the supply of additional labour or the provision of additional hours of work, all at the Contractor's expense.

Add to GC 3.6 as follows:

3.6.3 If the Owner is of the opinion that the Contractor has not taken actions as are necessary to ensure compliance with the requirements of GC 3.6.1, the Owner may take or order any remedial measures it deems necessary, including stopping the performance of all or any part of the Work, and the Owner may use its employees, or those of the Contractor, any Subcontractor or any other contractors to perform such measures. The cost of any work stoppage and of the performance of the remedial measures will be borne by the Contractor.

#### GC 3.11 Use of the Work Add:

3.11.3 Upon request by the Owner or its Representative, the Contractor shall suspend noisy or otherwise objectionable operations which unreasonably interfere with use and enjoyment of the Place of the Work. As the Place of the Work is a commercial building, the Contractor will be expected to extend the fullest cooperation and courtesy to the occupants in this regard.

GC 4.2 Contingency Allowance Delete 4.2.1 to 4.2.4 inclusive

#### GC 5.2 Applications for Progress Payment Add:

5.2.8 At the time that the Contractor makes its monthly payment application, the Contractor shall:

.1 advise the Owner in writing of any existing or contemplated claims for

costs or delays by the Contractor, or of any Subcontractor of which the Contractor is aware; and

.2 if requested, provide a waiver and release by the Contractor and all Subcontractors and Suppliers for all claims not disclosed pursuant to GC 5.2.7.1 with respect to that portion of the Work performed prior to and as of the date of such release and waiver.

5.2.9 Upon the request of the Owner, the Contractor shall provide either a statutory declaration or other evidence satisfactory to the Owner that:

.1 the Contractor has paid all amounts due and payable to third parties on account of or in respect of performance of the Work, except for properly retained holdbacks, and including any payments or assessments required to be made by the Contractor to the British Columbia Workers Compensation Board;

.2 the Contractor is not aware of any claims against the Contractor or its Subcontractors and Suppliers that may be enforceable against the Owner in connection with the performance of the Work or in connection with the activities of the Contractor or its Subcontractors in respect of the Work, except for those that have previously been disclosed in writing by the Contractor to the Owner;

.3 any Liens that have been filed or registered against the Place of the Work, the Work, and the Project and which relate to the Place of the Work, the Work and the Project, have been released or discharged;

5.2.10 Upon the request of the Owner, the Contractor shall provide either statutory declarations or other evidence satisfactory to the Owner from all Subcontractors, that each Subcontractor has paid all amounts due and payable to any third parties on account of or in respect of performance of the Work, including any payments or assessment required to be made by any Subcontractor to the British Columbia Workers Compensation Board.

G.C. 5.3 Progress Payment Delete GC 5.3.1.3 and replace with:

Subject to GC 5.3.3, and subject to any statutory holdback required of the Owner, the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – PAYMENT no later than 5 days after the date of a certificate for payment issued by the Owner.

Add: “5.3.2 Ten percent (10%) shall be held back on each progress payment pursuant to the provisions of the Builders Lien Act, S.B.C. 1997, c.45, as amended from time to time, and the holdback will be dealt with in accordance with the provisions of that Act. No payments shall be

made on account of the Contract or a Subcontract if a claim of builders lien has been filed against the title of the land on which the Work is being performed.”

**G.C. 5.4 Substantial Performance of the Work Add:**

“5.4.4 At the time of Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for defective or incomplete work (the “Deficiency Holdback”). The Owner shall establish the amount of the Deficiency Holdback as twice the estimated cost to rectify defective work and finish incomplete work using the services of another contractor or the Owner’s own forces. If the defective or incomplete work is not corrected or completed within a reasonable period of time, as determined by the Owner, then all or a portion of the Deficiency Holdback, as assessed by the Owner, will be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

Delete GC 5.5.4 and replace with: 5.5.4 The holdback amount authorized by the certificate of payment of the holdback amount is due and payable on the day following the expiration of the holdback amount stipulated in the lien legislation applicable to the Place of the Work. Upon expiry of the said holdback period,

and, upon the Contractor providing statutory declarations in accordance with GC 5.2.9, the Owner shall pay to the Contractor the percentage of the Contract Price which has been held back from the preceding progress payments.

**G.C. 5.6 Progressive Release of Holdback Add:**

5.6.4 “Payment Certifier”, in respect of any amounts due to any Subcontractor or sub-subcontractor, means the Owner acting through the Owner.

5.6.4 Where a request is made by a Subcontractor or sub-subcontractor (the “Requesting Subcontractor”) for a determination under s. 7(3) of the Builders Lien Act of whether the work performed by that subcontractor is complete, the Payment Certifier shall, before any determination:

(I) immediately notify the Contractor of the request;

(II) consult with the Contractor (and, if the Contractor considers it appropriate, the relevant Subcontractor who engaged the Requesting Subcontractor) to obtain information regarding the scope of work, state of completion, any known deficiencies in the work of the Requesting Subcontractor and any other relevant information. The Payment Certifier is entitled to rely on information provided by the Contractor or Subcontractor in performing his functions pursuant to s.7 of the Builders Lien Act.”

**Add the following to GC 5.8:**

5.8.2 Upon providing written notice to the Contractor, and notwithstanding any other provisions of the Contract Documents, the Owner may withhold all or any portion of any payment to the extent necessary to protect the Owner from any actual or anticipated cost, damage, expense or loss arising from:

.1 the unsatisfactory progress of the Contractor in performing the Work, as determined by the Owner acting reasonably and in good faith;

.2 any defects, deficiencies or uncompleted Work, in the amount of

## HAIDA HOUSE AT TLLAAL

twice the estimated value of correcting such defects, deficiencies or uncompleted Work;

.3 any Liens against the Place of the Work or the Work, or any amounts in respect of which the Owner has received notice of a trust claim under the Builders Lien Act, or reasonable evidence of the probable filing of a Lien relating to the Work or any claims or potential claims of which the Owner is aware for which the Owner may become responsible, in the aggregate amount required to discharge such lien but, in any event, not less than 125% of the clause of the said Liens;

.4 the failure of the Contractor to pay any amounts properly due and payable by the Contractor to third parties arising from the performance of the work in the aggregate of such amounts; and

.5 unsatisfied claims for costs, damages, expenses or losses caused by the Contractor to the work or to the property of the Owner, the Owner's Representative, or other contractors, or to anyone employed at the Place of the Work, or in respect of the Work, including for greater certainty, wages, expenses or other amounts payable to any person employed for the performance of the Work, including Subcontractors and Suppliers, and costs to be paid by the Contractor pursuant to GC 9.1.1, in the aggregate amount of such unsatisfied claims.

5.8.3 The Owner may withhold any or any monies pursuant to GC 5.8.1 or GC 5.8.2 until such matters have been completed, remedied, discharged, cleared, satisfied or released. When the Owner is satisfied that it is no longer necessary to withhold payment from the Contractor for any or all of matters listed in GC 5.8.1 and GC 5.8.2, the Owner shall release all or part of any amounts withheld except statutory holdback amounts.

### **Add G.C. 5.10**

Administration of the Holdback Trust Account Add:

"5.10.1 Within seven (7) days from the date of commencement of the Work,

the Owner and the Contractor shall attend together at a mutually agreed upon savings institution to establish the Holdback Trust Account. The Holdback Trust Account shall be:

.1 a joint account in the name of the Owner and Contractor; identified as a trust account;

.2 an interest bearing savings account. Interest accrues to the benefit of the Owner until holdback (or any portion) is due and thereafter to the benefit of the Contractor;

.3 have no Automatic Teller Machine access;

.4 established so there can be no withdrawal without two signatures, one from each of the Owner and the Contractor;

.5 established so copies of monthly statements are to be mailed by the savings institution to both the Contractor and the Owner.

5.10.2 The Owner shall provide to the Contractor proof of deposit of the statutory holdback each month, immediately following such deposit.

The Contractor is at liberty to provide copies of proof of deposit to subcontractors and suppliers, if requested.

5.10.3 The Owner shall make payment of the statutory holdback into the Holdback Trust Account monthly as the Work proceeds. The final payment of statutory holdback shall be paid into the Holdback Trust Account at least 10 days prior to the expiry of the period for filing liens stipulated in the Builders Lien Act, or earlier if due under the Contract."

### **GC 6.2 Change Order Add:**

"6.2.3 Where the adjustment to the Contract Price resulting from a Change Order is to be made on the basis of the actual cost of the change in the Work, the cost adjustment will be based on the following:

.1 For work done by the Contractor's own forces, a maximum of 10% for

overhead and markup for profit, including the cost of bonds, insurance and any finance charges shall be allowed.

.2 For work done by a Sub-contractor, the value of the change shall be no greater than the costs of the Subcontractor plus maximum of 10% for overhead and markup for profit, including the costs of bonds, insurance and any finance charges.

6.2.4 The quantities shown in the Bid Form for unit price items are estimated. The final Contract Price shall be adjusted to reflect the actual quantities that are incorporated in, or made necessary by, the Work, as confirmed by count and measurement. The final cost for unit price items will be based on the actual quantities and the unit prices quoted in the Bid Form."

### **GC 6.3 Change Directive**

Delete GC 6.3.1 and replace with the following:

6.3.1. If the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the adjustment in Contract Price and Contract Time, the Owner or its Representative shall issue a Change Directive. If the Contractor does not agree with the determination of the effect of the Change Directive on the Contract Time, or on the Contract Price, the Contractor shall indicate its disagreement to the Owner, in writing, within three (3) Working Days of receiving the Change Directive. If the Contractor does not so notify the Owner, the Contractor may not claim that the Change Directive entitles the Contractor to an extension of time to the date for Substantial Performance of the Work, or additional compensation in lieu thereof, other than as set out in the Change Directive.

Add the following to the end of 6.3.6.3:

"6.3.6.3Any allowance for overhead and profit shall be calculated as follows:

.1 For work done by the Contractor's own forces, a maximum of 10% for

overhead, including the cost of bonds, insurance, any finance charges and profit.

.2 For work done by a Sub-contractor, the value of the change shall be no greater than the costs of the Subcontractor plus a 10% markup for overhead, which includes the costs of bonds, insurance, any finance charges and profit.”

Add: 6.3.14 If the Contractor does not agree with the determination of the effect of the Change Order on the work schedule, or on the Contract Price, the Contractor shall indicate its disagreement to the Owner, in writing, within three (3) Working Days of receiving the Change Order. If the Contractor does not notify the Owner, the Contractor may not claim that the Change Order entitles the Contractor to an extension of time of the date for Substantial Performance of the Work, or additional compensation in lieu thereof, other than as set out in the Change Order.

**Add the following to GC 6.4:**

6.4.5. The Contractor represents and warrants to the Owner that it has conducted its own examination and assessment of the Place of the Work, including the approaches and access to the Place of the Work and the Work, and the facilities that are necessary for the

performance of the Work, and the facilities that are necessary for the performance of the Work, or has voluntarily chosen not to do so.

6.4.6 Nothing in this GC 6.5 shall relieve the Contractor from the responsibility to conduct its own examination of the Place of the Work and the Work, as provided by GC 6.4.5 and the Contractor shall not be entitled to, and shall not claim any additional compensation, or extension of Contract Time, as a result of any condition that may bear upon the Place of the Work and the Work that was, or would have been, disclosed by such examination.

6.4.6 No such claims for additional compensation, or for an extension of

Contract Time, shall be allowed if the Contract fails to give notice to the Owner pursuant to GC 6.4.1.

**11.2 Contract Security**

Delete section 11.2 in its entirety and replace with the following:

11.2.1 Prior to the commencement of the Work, the Contractor shall provide to the Owner the following:

1. be in the latest form CCDC Document 221 and 222 respectively;
2. include a two year maintenance period;
3. be maintained in good standing until the Contractor has performed and fulfilled all of its obligations under the Contract;
4. name the Owner as “Obligee”; and
5. if requested to do so by the Owner, name the warranty provider selected by the Owner to provide an independent third party warranty for the Project as Dual Obligee.

**GC 12.3 Warranty**

Delete 12.3.1 and replace with the following: “12.3.1 Warranty

.1 The warranty period with respect to the Contract is 2 years from the date of Substantial Performance.

.2 Delete any reference to “one year warranty period” in 12.3.4, 12.3.4 & 12.3.6 and replace with “two year warranty period”.

Add to GC 12.3 as follows:

12.3.7 Within ten (10) Working Days of being requested to do so, the Contractor shall deliver to the Owner copies of all guarantees, warranties and similar written obligations of the Subcontractors and Suppliers in relation to materials and products furnished by or through the Contractor and which will be or have been incorporated into the Work.

12.3.8 The Contractor appoints the Owners as its attorney for the purpose of enforcing guarantees, warranties and

similar obligations to the Contractor from its Subcontractors and Suppliers. The Owner may take any further steps and execute any further documents which are

required to enable the Owner to enforce all such guarantees, warranties and similar written obligations in the name of the Owner, or in the name of the Contractor, directly against the Subcontractors and Suppliers for the benefit and account of the Owner.

**Add the following new sections to the contract**

**PART 13 LIENS**

21. GC 13.1 Liens:

13.1.1 The Contractor shall keep the Place of the Work, the Work and the Project free and clear of all Liens arising from the performance of the Work.

13.1.2 The Contractor shall notify the Owner within three (3) Working Days of becoming aware of the filing of Liens by any Subcontractor or Supplier, or others furnishing labour, materials, services or equipment in connection with the Work. Within ten (10) Working Days of being requested to do so by the Owner shall discharge or obtain the release of any such Lien.

13.1.3 The Owner, upon providing three (3) Working Days’ notice to the Contractor, may apply any funds withheld or monies due, or to become due, to the Contractor under the Contract, or any other contract between the Owner and the Contractor, in order to satisfy, discharge or secure the release of any Lien.

**PART 14 TITLE AND PROPERTY IN THE WORK**

22. GC 14.1 Owner’s Title To and Property in the Work

14.1.1 The title to and property in any and all materials, and other goods incorporated in, or intended to be incorporated in the Work, wherever located, passes to and vests in the Owner upon the earlier of:

- .1 the time at which the Owner makes payment in respect of the materials; or
- .2 the time at which materials or other goods have been unconditionally appropriated to the Work.

**PART 15 SUSPENSION OR TERMINATION OF THE WORK**

**23. GC 15.1 Suspension of the Work by the Owner**

15.1.1 The Owner may suspend the performance of all or any part of the Work by providing written notice to the Contractor which notice shall contain an estimate of the expected period of suspension of the Work.

15.1.2 The Contractor shall resume the performance of all or any part of the Work which has been suspended pursuant to GC 15.1.1 when directed to do so by the Owner.

15.1.3 Upon the request of the Owner, the Contractor shall provide a detailed estimate of any additional costs which may be incurred as a result of a suspension or resumption of the Work. The Contractor shall take all reasonable steps to avoid and minimize any costs which may be

incurred as a result of a suspension or resumption of the Work.

15.1.4 If the performance of the Work is suspended pursuant to GC 15.1 and is thereafter resumed at the direction of the Owner, the Contractor is entitled to:

- .1 an extension of the time for the Substantial Performance of the Work stipulated in the schedule provided by the Contractor pursuant to GC 3.5.1.1 equal to the time by which the Contractor is actually delayed by the suspension, provided that in no event will the extension of time be greater than the length of the suspension; and
- .2 reimbursement for any reasonable and direct costs suffered or incurred as a direct result of the suspension, and resumption of the Work excluding indirect costs or consequential losses.

**24. GC 15.2 Termination by Owner**

15.2.1 Notwithstanding any other provisions contained in this Contract, the Owner may terminate this Contract at any time by providing written notice to the Contractor and such termination is effective upon the date specified in the notice and is without prejudice to any other claims which the Owner may have against the Contractor.

15.2.2 Upon the receipt of a termination notice delivered under GC 15.2.1, the Contractor shall, unless the notice directs otherwise:

- .1 discontinue performance of the Work and the placing of orders for materials, plant and temporary works in connection with the performance of the Work;
- .2 make every reasonable effort to cancel all existing orders or contracts upon terms which are satisfactory to the Owner; and
- .3 perform only that portion of the Work which is necessary to preserve and protect the Work already in progress and to protect materials, plant, temporary works and the Work.

15.2.2 Upon a termination of this Contract under GC 15.2.1: .1 the obligations contained in the Contract will continue with respect to Work already performed and with respect to obligations which were assumed by the Contractor prior to the termination date;

- .2 the Owner may retain all materials that have been delivered to the Place of the Work, or have been appropriated to the Work, and the benefit of all Work which has been performed up to the cancellation or termination date;
- .3 the Contractor shall assign all or any of its contracts with its Subcontractors and Suppliers to the Owner at the request of the Owner;
- .4 the Owner shall pay the Contractor for all Work performed and materials delivered to the Place of the Work or appropriated to the Work, up to the termination date, including a reasonable

amount for overhead and the profit earned thereon, plus the reasonable costs of demobilizing, supervision, labour, plant and temporary works, but excluding indirect costs, consequential damages or loss of anticipated profits; and

.5 the Owner shall calculate all amounts payable to the Contractor and the Owner shall pay such amounts to the Contractor in the manner provided in GC 5.

15.2.3 A termination pursuant to this GC 15.2 does not extinguish or otherwise affect any claims which the Owner had prior to the termination in respect of the Contractor's breach of any representation, warranty, covenant or other obligations contained in the Contract Documents.

**END OF SUPPLEMENTARY CONDITIONS**