



Workers' Compensation Board of British Columbia

Corporate and Health Care Purchasing

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

SEISMIC REMEDIATION, RICHMOND COMPLEX

ITT #014-2011

Issue Date: December 1, 2011

Tender Closing Date and Time:

**2:00 PM – Pacific Time on
January 18th, 2012**

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:
Worker and Employer Services – Main Entrance/Security Desk WorkSafeBC 6951 Westminster Highway Richmond, BC V7C 1C6 Attn: Corporate and Health Care Purchasing
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.
Fax & Email responses will NOT be accepted.

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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

WorkSafeBC is inviting bids for seismic bracing and rebuilding of partition walls at their Richmond Complex. The project consists of the seismic upgrading/restraining of approximately **5000 lin.ft.** of exit corridors on Levels 1 through 6 of the RC1 Administration building at the WorkSafeBC Richmond complex. The work of this Contract includes, but is not limited to the supply and installation of seismic restraints, demolishing nonconforming walls, and the replacement of new partition walls that meet seismic requirements.

The work also requires the Contractor to provide engineering services from a certified professional engineer who is Registered in the Province of BC for seismic force restraint design and sealed shop drawings. Contractor will require phasing the project to limit disruption to WorkSafeBC operations, to mitigate dust and noise, and to meet our expected timelines.

WorkSafeBC reserves the right to contract work to the successful bidder for future similar work for the next five (5) years.

Location: WorkSafeBC
6951 Westminster Highway
Richmond, BC

2 AVAILABILITY OF TENDER DOCUMENT & DEPOSIT

- .1 Tender documents are available for downloading from BCBid or from the WorkSafeBC website (Bidding Opportunities). Tender drawings will be available at the site tour upon receipt of a refundable deposit by cheque or cash in the amount of **\$200.00 per set plus HST for a total of \$224.00.**
- .2 To qualify for the refundable deposit, tender drawings must be **returned to the person/location listed below** by unsuccessful Bidders. Documents returned in a reasonable condition within **seven (7) business days** after Contract award will be refunded by mail, otherwise deposits will be considered non-refundable.

Facilities; Trevor Wong, Project Coordinator
Level 1; Receptionist Desk

WorkSafeBC
6951 Westminster Highway
Richmond, BC

3 MANDATORY SITE TOUR

- .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 addendum.

Bidders will be required to sign the sign-in sheet at the mandatory site tour. The list of attendees and contact information will be sent to the Vancouver Regional Construction Association Electronic Plan room: <http://www.vrca.bc.ca/page/eplan%20Overview.aspx> and made available to other General Contractors and Subcontractors. Bidders will also be required to sign a confidentiality agreement at the mandatory site tour.

- .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: Thursday, December 15th, 2011
Time: 5:00 o'clock p.m., Pacific time
Location: Courtyard 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 **January 18th, 2012 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 indicated below (A or B):

A. Hardcopy:

Bidders are requested to remit **one (1) original bid plus one (1) copy of the bid in printed hardcopy, and** one (1) electronic version of their submission on CD/DVD or USB flash drive

in Adobe PDF format or Microsoft Office (2007 or earlier version) e.g. Word, Excel, PowerPoint;

- If there is any inconsistency between the hardcopy and the electronic version of the submission, the hard copy form of the document prevails;
- It is the Proponent's responsibility to ensure the data integrity of the electronic version of their submission, as failure (e.g. inaccessible file/data, corrupted file/data) may impact the scoring of their submission.

B. 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.

Fax Bids will not be accepted, however, revisions to Bids may be submitted by Fax. The faxed revision shall identify the adjustment (increase or decrease) to the original bid only and shall not reveal the final adjusted tender price.

Fax Revisions to Bids must be **completely** received by the closing time of 2:00 PM only on WorkSafeBC Corporate and Health Care Purchasing fax line to be accepted.

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

5 HOW TO SUBMIT A HARDCOPY OF BID

Please ensure all hardcopies of bids are delivered during normal operating hours: Weekdays 7:30 AM to 5:00 PM (before 2:00 PM on Closing Date), 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

6 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.

7 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 responding to this ITT the Bidders 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 **sixty (60) calendar days** after the tender closing date.

8 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.

9 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.
- .4 **Appendix D – Certificate of Insurance:**
Sample of Certificate of Insurance form acceptable to WorkSafeBC are per Appendix D.

10 SUBCONTRACTORS

The Successful Bidder shall employ only those Subcontractors that it proposed in writing and that are acceptable to WorkSafeBC at the signing of the Contract:

- .1 Where applicable, the Bidder shall indicate in the appropriate Appendix, those Subcontractors or suppliers whose bids have been received by the Bidder which the Bidder would be prepared to accept for the performance of a portion of the Work.
- .2 WorkSafeBC may, for reasonable cause, object to the use of a proposed Subcontractor and may require the successful Bidder to employ another Subcontractor.
- .3 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 or mark-down occasioned by such required Change Order.
- .4 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and WorkSafeBC.

11 **CLARIFICATION**

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

TENDER INQUIRIES	
All Tender Inquiries:	Cathie Herbert, Sr. Purchasing Officer, Corporate and Health Care Purchasing; Controllers Dept. Phone: (604) 276-3285 Fax: (604) 276-3260 Email: purchase@worksafebc.com

- .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 Bidders to answer any clarification before the closing deadline and before Contract award, unless otherwise indicated in this document.

12 **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 Bidder involved in breach of contract litigation with WorkSafeBC and any Bidder involved in such litigation is ineligible to submit a bid.

13 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.

14 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 (2008) shall comprise the Contract Documents. The order of priority of documents from highest to lowest shall be:
 - Agreement between Owner and Contractor of the CCDC2 (2008);
 - WorkSafeBC's Supplementary Conditions to the CCDC2 (2008);
 - The General Conditions of the CCDC2 (2008);
 - Division 1 Specifications:
 - Section 01000 Scope of Work
 - Section 01010 Summary of Work
 - Technical Specifications (as listed herein)
 - Material and finishing schedules.
 - And Drawings
- .3 Copies of the CCDC2 (2008) may be obtained from:
 - Vancouver Regional Construction Association (VRCA), or
 - The Canadian Construction Documents Committee (www.ccdc.org)

15 TAXES

Harmonized Sales Tax (“HST”): WorkSafeBC is subject to the HST. Where applicable, the Bidder shall indicate HST separately where indicated on Appendix A: Schedule of Contract Prices & Requirements.

16 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 Consultant or Owner’s Facilities Manager 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.

17 BID COSTS

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

18 TRADE AGREEMENTS

- .1 If the value of any response(s) resulting from this ITT and any subsequent process exceeds the cost thresholds stipulated in Article 502 of the Agreement on Internal Trade then all provisions of Chapter Five: Procurement of the Agreement on Internal Trade will apply.
- .2 The New West Partnership Trade Agreement (NWPTA) Article 3, 4, 14 and Part V will apply to any responses resulting from this ITT.
- .3 The language used in all responses to this ITT shall be English.

19 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 Invitation to Tender or in respect of the competitive tender process, and the Bidder, by submitting a bid, waives any claim for loss of profits if no Contract is awarded to the Bidder.

20 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.

21 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.

22 SECURITY CLEARANCE

WorkSafeBC anticipates that the following terms may be included in upcoming pricing requests and/or Invitation to Tender documents:

.1 Security Requirements

As a condition of contract award, WorkSafeBC reserves the right, at its sole discretion, to request the successful Bidders, consent for WorkSafeBC to obtain security clearance, including without limitation, a criminal records search and other security searches as WorkSafeBC may deem necessary, together with ongoing monitoring of the same.

.2 Security Checks

The Bidder acknowledges that WorkSafeBC has developed a comprehensive security protocol for anyone providing goods or services to WorkSafeBC on projects deemed to have sensitivity in nature. The Bidder agrees that as a condition of submitting its tender to WorkSafeBC:

- (a) WorkSafeBC may at any time, prior to Contract award, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches pertaining to: (i) the Bidder; (ii) any principals, directors, managers, employees and agents of the Bidder being proposed, directly or indirectly, as having any involvement with this ITT or the anticipated Contract; (iii) the sub-contractor(s); or (iv) any principals, directors, managers, employees and agents of the sub-contractor(s) proposed to perform directly or indirectly, any part of the anticipated Contract which involves, or may involve, access to security sensitive information (whom, for the purposes of security requirements and security checks, the parties defined in sections (i) through (iv) are, collectively, the "Bidder's Personnel");
- (b) The Bidder will require all its Personnel, to execute and deliver to WorkSafeBC, or on the request of WorkSafeBC a consent document setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable WorkSafeBC to perform such Searches; and
- (c) The Bidder agrees that each of: (i) the failure of any Bidder's Personnel to deliver any required consent or authorization; and (ii) receipt by WorkSafeBC of notice that the outcome of any of the Searches is not satisfactory, may or may not result in the Bidder's response being set aside.

23 WORKSAFEBC ASSESSMENT REGISTRATION AND STANDING

As a condition of Contract award, the successful Bidder must be registered and in good standing with Assessment and Audit Operations of WorkSafeBC and shall maintain such good standing during the term of the Contract.

24 SAFETY PROCEDURES & 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 Occupational Health and Safety Regulations under the Act (the "Regulation"). As such it is required that any Contractor performing services for WorkSafeBC complies with both the Act and Regulation in order to promote worker and workplace safety.

The successful Bidder must possess a workplace safety record satisfactory to the Manager, Safety and Health of WorkSafeBC, based upon the records of the Worker and Employer Services (WES) Prevention Division of WorkSafeBC. The successful Bidder is required to maintain this good standing for the duration of any Contract awarded. The Bidder, by submitting a bid, authorizes WorkSafeBC to access, inspect, and review any and all records, reports, orders, notes or other documents or information contained in the records of the Prevention Division of WorkSafeBC, or that may be obtained from other Workers' Compensation/Workplace Safety authorities outside of British Columbia that relate to the bidder.

The successful Bidder must have an Occupational Health & Safety Program in accordance with Part 3 of the Regulation and must be prepared to present a copy upon request.

25 ACCEPTANCE OF BID

- .1 WorkSafeBC reserves the right in its absolute discretion to accept the Bid which it deems most advantageous to itself, based upon the best overall value to WorkSafeBC, and the right to reject any or all bids in each case without notice to the Bidder(s). WorkSafeBC is not bound to award to any Bidder or to the lower qualified Bidder for any reason in its sole discretion.
- .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 reserves the right to disqualify, without notice or consultation, any Bidder from the competitive process that has failed to meet its contractual obligations to WorkSafeBC in any prior Contract, in WorkSafeBC's sole opinion. This includes, but is not limited to, where the Bidder has committed:
 - A breach in a current or prior Contract with WorkSafeBC;
 - Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WorkSafeBC.
- .5 When WorkSafeBC considers there is a real or potential conflict of interest between it and any Bidder which is or has been involved in litigation against WorkSafeBC, then such Bidder may be ineligible to have its Bid accepted.

- .6 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 including but not limited to bids which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in the Instructions to Bidders.

26 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 and Audit Operations.
- .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.

27 NOTIFICATION OF SUCCESSFUL BIDDER(S)

- .1 WorkSafeBC Corporate and Health Care Purchasing will notify the successful bidder(s) and issue a CCDC 2 - 2008 Contract or a Letter of Intent prior to CCDC 2 Contract.

28 KNOWLEDGE OF THE WORK

- .1 By submitting a bid, the Bidder 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 Bidder will make no claims against WorkSafeBC based on ignorance or misunderstanding of the Contract provisions.
- .2 The successful Bidder will not be given extra payments for conditions which should have been determined by the above inspection.
- .3 A copy of the existing drawings will be made available to the Bidder for his reference.

29 INFORMATION REQUEST

Prior to award of the Contract, any successful Bidder 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 Bidders 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 Bidder 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.

30 COMPLETION TIME

Bidders shall state in the Appendix A- Schedule of Contract Prices and Requirements 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.

*******END OF SECTION 00100*******

BID FORM ITT #014-2011

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

Through submission of this tender, we agree to all of the terms and conditions of the Invitation to Tender. Having carefully read and examined the documents and having conducted such other investigations as were prudent and reasonable in preparing the Bid, the undersigned hereby offers to WorkSafeBC to complete the Work and 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: **CWMM Consulting Engineers Ltd.**

and the Workers' Compensation Board of British Columbia;

and to be bound by statements and representations made in this tender; and to enter into a Contract at the stated prices and fulfill all requirements in this Contract Document. Prices are stated in Canadian funds, and exclude 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	DESCRIPTION
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:	Date:
Print Name:	Title:
Email Address:	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:

PRICING

1. CONTRACT PRICE

Contract Price: I/We hereby offer to WorkSafeBC to furnish all materials, equipment and labour for the proper completion of the Work per the specifications and drawings, and to enter into a Contract at the stated Contract Price. The Contract Price shall not include Value Added Taxes (HST):	\$
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Value Added Taxes (HST: 12%):	\$
Total Contract Price including Taxes:	\$

2. BREAKDOWN OF CONTRACT PRICE

Provide break-down pricing for the following items that are included in the Contract Price. The total sum of the Breakdown Pricing shall equal the Contract Price as stated in section 1. In the case of discrepancy between the sum of the breakdown prices and the Contract Price, the Contract Price will prevail

	Description of Work	PRICE
1.	Bracing	\$
2.	Wall Upgrades: Adding additional mullion, structure, and finishes to existing PS350 Wall Systems	\$
3.	Engineering	\$

3. UNIT PRICE SCHEDULE

Provide the following Unit Prices both as an Addition and Deletion to the base Bid. The Unit Prices submitted shall be valid for the duration of the Contract. (Price is to exclude HST).

	Description of Work	Unit	UNIT PRICE \$	
			ADDITION	DELETION
1.	Supply and install bracing	Ea	\$	\$
2.	Supply and install wall upgrade	Ea	\$	\$
3.	Glazing	Ea sq.ft.	\$	\$
4.	Additional engineering services for sealed shop drawings & letter of assurances	Ea	\$	\$
5.		Ea	\$	\$

Unit prices shall be the subject to review prior to the final acceptance by the Owner. Contractors may be asked to substantiate Unit Prices prior to their acceptance.

COMMENCEMENT & COMPLETION / DELIVERY TIME

WorkSafeBC anticipates a Contract award date of January 30, 2012 and that all Work can be complete by August 31, 2012.

<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> by the completion date we have stated herein, based on a commencement date of (Feb.13, 2012), and on the specs and drawings attached to this tender.</p> <p>If for some reason the commencement date is delayed by WorkSafeBC, the stated completion date will change accordingly.</p> <p>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>Completion Date:</p> <p>_____, _____, 2012 (Month, Day, Year)</p>

APPENDIX C
LIST OF REFERENCES

Company Name:	Telephone Number:
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Provide references for three (3) projects your organization has completed in BC in the past five (5) years, that are similar in type, scope and value to WorkSafeBC's requirements.

WorkSafeBC reserves the right to contact the references to confirm the nature of the Work provided by a Bidder and to obtain additional references regarding the Bidder's performance. WorkSafeBC will not enter into a Contract with any Bidder whose references, in WorkSafeBC's sole opinion, are found to be unsatisfactory.

1 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	
Architect / Engineer			
Contact Name		Phone Number	
2 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	
Architect / Engineer			
Contact Name		Phone Number	
3 COMPANY NAME			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	
Architect / Engineer			
Contact Name		Phone Number	

APPENDIX D - CERTIFICATE OF INSURANCE

This Certificate is issued to: WORKERS COMPENSATION BOARD OF B.C. (WorkSafeBC)

Insured	Name:
	Address:
Additional Insured	Name: Workers Compensation Board of BC (WorkSafeBC)
Broker	Name:
	Address:

Contract # to which this Certificate applies:

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability & Umbrella Liability Including: <ul style="list-style-type: none"> ▪ Broad Form Products/Completed Operations; ▪ Blanket contractual; ▪ Contractor's Protective; ▪ Personal Injury; ▪ Contingent Employer's Liability; ▪ Broad Form Property Damage; ▪ Non-Owned Automobile; ▪ Cross Liability Clause. 				Bodily Injury, Property Damage and additional coverages as required; \$ _____ Primary \$ _____ Excess \$ _____ Umbrella \$ _____ Aggregate \$ _____ Deductible Minimum Liability required; \$5,000,000 inclusive per occurrence against bodily injury and property damage
Section 2 of the Contract Automobile Liability	If vehicles are insured by ICBC provide the ICBC form APV-47			Bodily Injury and Property Damage \$ _____ Limit. Minimum Liability required \$5,000,000 inclusive
Section 3 If of a Facilities/Construction nature Comprehensive Contractor Equipment				\$ _____ Limit.

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to WorkSafeBC and shall be the sole responsibility of the Insured named above.**
2. **WorkSafeBC is named as an Additional Insured.**
3. **Thirty (30) days prior written notice of material change and/or cancellation will be given to WorkSafeBC.**
4. **Contractor's Equipment Insurance shall be endorsed waiving all rights of subrogation against WorkSafeBC.**
5. **Section 1 shall be endorsed to include insurance for demolition; blasting; pile driving; caisson work; removal or weakening of support for building, land or property; and any other work below ground level, if such work is required in the Contract.**

I hereby certify that the Insured's Insurance Program meets or exceeds all of the requirements above.

Full Name (Print)	Authorized Signatory <i>(or have broker authorize and send their own form confirming required coverage)</i>	Date (mmm/dd/yyyy)
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*****END OF SECTION 00300*****

WORKSAFEBC'S SUPPLEMENTARY CONDITIONS TO CCDC 2 (2008)

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 - 2008.

ARTICLE A-1 THE WORK

Add the following at the end of 1.1;

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

ARTICLE A-5 PAYMENT

5.3.1. *Delete*

5.3.2 *Delete*

DEFINITIONS

Add **27. Workplace Safety Documentation**
Workplace Safety Documentation means all records, books, first aid record books, notes, site Inspection documentation and notes, inspection reports, and any other workplace/ worksite safety documentation of any nature or method of storage, electronic or otherwise.

GC 1.3 RIGHTS & REMEDIES

Add: 1.3.3

- 1.3.3 The Owner, or duly authorized representative, shall have access at all reasonable times and upon reasonable notice to the Contractor, during the duration of this Agreement and for a period of three (3) years following completion of the Work to the Contractor's books, records, inspection reports, Workplace Safety Documentation and other documents pertaining to the performance of the Work by the Contractor provided under this Agreement for the purpose of auditing or verifying any accounts invoiced, and all Health and Safety issues related to the Work provided pursuant to this Agreement. The Contractor shall preserve all the aforesaid documents for a period of three (3) years after completion of the Work.

Add the following:

GC 2.5 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 2.5.1 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 Contractor to the Owner and any Information supplied by the Owner to the Contractor under this Agreement is subject to FIPPA.
- 2.5.2 The Contractor will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement will not, without the prior written consent of the Owner, 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 Contractor as a result of this Agreement except as required by law. In such instances, the Contractor shall advise the Owner prior to disclosing the information. The 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 the Owner to terminate this Agreement and may result in the Owner 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 the Owner. When any Information is no longer required by the Contractor to carry out the Agreement or as required by law it shall be returned to the Owner or destroyed in accordance with the standards set by FIPPA.
- 2.5.3 The Contractor will allow the Owner to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the successful Contractor, the Contractor must provide details of the harm in accordance with section 21 of the FIPPA.
- 2.5.4 Any Information or records retained by the 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.
- 2.5.5 All employees of the Contractor carrying out Work pursuant to this Agreement will be informed of and understand the privacy standards set by FIPPA. The Contractor shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.
- 2.5.6 The Contractor agrees to immediately notify WorkSafeBC both verbally and in writing in the event of any unauthorized disclosure of Information obtained from WorkSafeBC systems. This notice will include the names and claim numbers of the individuals whose Information has been compromised, the date of the incident and the specifics of the incident that occurred that compromised the security of the Information.
- 2.5.7 WorkSafeBC and the Contractor also agree to cooperate fully with each other and, when necessary, with the BC Office of the Information and Privacy Commissioner, in order to both investigate and close the breach and attempt to ensure that the circumstances of the breach do not re-occur.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2.2 *Delete*

GC 3.4 DOCUMENT REVIEW

3.4.1 *Delete the second and third sentences.*

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1.2 *Delete and replace with the following:*

“incorporate the terms and conditions of the Contract Documents into all Contracts or written agreements with Subcontractors and suppliers 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 Owners; and

3.7.2 *Add at the end of 3.7.2 the following:*

“The selection of Subcontractors and suppliers shall be governed by the list of proposed Subcontractors and suppliers as proposed by the Contractor in the Bid process. Unless the Owner has consented in writing the Contractor shall only employ those Subcontractors and suppliers as listed in the Bid process.

Add: 3.7.7 as follows:

3.7.7 “Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the owner”.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 *After "...current Contract Documents...", insert "reviewed shop drawings,...".*

Add: GC 3.14 as follows:

GC 3.14 STANDARDS OF CONDUCT

3.14.1 “The Contractor shall perform the Work in a professional manner satisfactory to the Owner, in accordance with the industry codes and/or professional standards as applicable”

3.14.2 “The Owner has a Standards of Conduct Policy, a Personal Harassment Policy, and a Scent Safety in the Workplace Policy. The Contractor and its employees, servants, agents, and/or Subcontractors shall abide by those policies while performing the Work”.

Add: GC 3.15 as follows:

GC 3.15 DRAWINGS

- 3.15.1 The Contractor shall be responsible for all Issued For Construction (“IFC”) drawings provided to the Contractor by WorksafeBC, including any IFC drawings or copies thereof provided to its directors, officers, employees, agents, and Subcontractors. Upon completion of the Work the Contractor shall retrieve all of the IFC drawings and any copies thereof from any and all directors, officers, employees, agents, Subcontractors, or anyone or corporate entity who, through the Contractor, is in possession of IFC drawings, and shall return them to WorksafeBC within a reasonable period. At the request of WorksafeBC the Contractor shall provide to WorksafeBC a Confidentiality Agreement, in the format as provided by WorksafeBC, duly executed by an authorized signatory.

GC 5.2 APPLICATION FOR PROGRESS PAYMENT

- 5.2.1 Add at the end of 5.2.1:

“All applications for payment shall identify the project number, project name, location of project, and purchaser Contract order number”

- 5.2.8 Add 5.2.8:

“Where a lump sum price schedule is not requested, all charges for Work shall be itemized on the application for payment showing actual hours worked. Non productive times such as traveling time shall be shown separately on the application. If materials are supplied, they shall be listed separately at the Contractor’s cost with markups shown separately”.

- 5.2.9 Add 5.2.9:

“the Owner offers and encourages the use of electronic funds transfer for its Contractors. The Contractor may request payment by way of electronic funds transferred.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.2 *Delete and replace with the following:*

“Within ten (10) days after the receipt of the Contractor’s list and application, the Consultant will determine whether Substantial Performance of the Work has been achieved and, if not achieved shall advise in writing and give reasons. If the Consultant determines that Substantial Performance of the Work has been achieved, the Consultant will certify the Substantial Performance of the Work. Within seven (7) further days, the Consultant will:

- .1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or
- .2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor and post, in a prominent place at the Place of the Work, a notice of the certification of the Substantial Performance of the Work.”.

Add: 5.4.4

- 5.4.4 "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 completing or 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 not completed, 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 completed or repaired by the Contractor.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Delete: 5.5.3

Add: GC 5.10

GC 5.10 RIGHT OF SET OFF

- 5.10.1 "If under the Contract Documents, or any document delivered under the Contract Documents, the Owner becomes obligated or liable to pay any money to the Contractor, that sum may at the election of the Owner, and without limiting or waiving any right or remedy against the Contractor, hereunder be set off against and applied to any amounts which are due and owing by the Contractor to the Owner pursuant to the *Workers' Compensation Act*, until that amount has been completely set off.

GC 6.1 OWNERS RIGHT TO MAKE CHANGES

Add: 6.1.3

- 6.1.3 "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 6.2 CHANGE ORDER

Add: 6.2.3

- 6.2.3 For the purposes of calculating the adjustment to the Contract Price the percentage fee to be applied to the cost of the change of the Work are as follows:
1. Where the change in the Work is performed by the Contractor; 10% for overhead and 10% for profit;
 2. Where the change in the Work is performed by Subcontractor; 10% for the Subcontractor's overhead, 10% for the Subcontractor's profit, and 5% for the Contractor's overhead and profit combined.

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 Delete the last sentence, and substitute the following "The Contractor shall not be entitled to any payment for costs incurred by such delays."

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 Delete and replace with the following:
- If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, or if the Contractor is in breach of the provisions of GC 9.4 Construction Safety or GC 2.5 Confidentiality and Freedom of Information, the Owner may, without prejudice to any other right or remedy the owner may have, terminate the Contractor's right to continue with the Work by giving the Contractor or receiver or trustee in bankruptcy Notice in Writing to the effect.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 *Delete the words* "subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS"

Add the following:

- 9.4.2 "Prior to commencing the Work the Contractor shall create and implement an Occupational Health and Safety Program/Plan as provided for in Part 3 of the Regulations to the *Workers' Compensation Act*, and provide a copy of the plan to the Owner. Prior to commencing the Work the Contractor shall arrange for a meeting between its Foreman/Supervisor to review safety procedures with the Owner's Facilities Manager / Project Coordinator"
- 9.4.3 Without limiting the obligations of the Contractor pursuant to GC 1.3.3 the Contractor shall maintain all Workplace Safety Documentation during the performance of the Work (the "Workplace Safety Documentation" and for three (3) years following the completion of the Work.
- 9.4.4 When requested by the Owner the Contractor shall make available the Workplace Safety Documentation to the Owner for inspection, audit, or reproduction by its employees and/or authorized representatives during normal business hours at the Contractor's office or place of business. The Contractor shall not charge a fee for the cost of reproduction of the Workplace Safety Documentation. Upon receipt of a request from the Owner the Contractor shall, with two (2) business days provide the Owner full access to the Workplace Safety Documentations.

- 9.4.5 The Contractor shall, on a monthly basis, provide to the Owner monthly safety reports in the format entitled Safety Summary Report available from the BC Construction Safety Alliance (BCCSA) www.bccsa.ca or a form equivalent in content. The monthly safety summary reports shall include, but not be limited to:
- .1 details of any workplace safety issue that has arisen in the preceding month, whether or not that issue resulted in a workplace injury;
 - .2 details of the steps taken by the Contractor to rectify or remedy the workplace safety issues that may have arisen, as well as measures implemented to prevent the further occurrence of such events;
 - .3 confirmation that weekly site safety meetings have taken place, and that the meetings have been attended by all of the Contractors' employees, SubContractors or agents working at the place of Work;
 - .4 details of the agenda and topics of discussion at the weekly site safety meeting
- 9.4.6 "The Contractor, its employees, servants, agents, and Subcontractors are required to, as soon as possible and no later than 24 hours from being aware of the threat, report to the Owner any threats, whether perceived or actual and made against the owner, its employees or other individuals. Threats include, but are not limited to, physical threats and suicide threats. Reports of threats shall be made to the Owner's security operation center at 1-800-632-3330. If there is imminent danger to anyone the local police and authorities shall be contacted without delay."
- 9.4.7 "The Owner is responsible for worker and workplace safety in British Columbia, and for ensuring compliance with the *Workers Compensation Act* and the Occupational Health and Safety Regulation under the Act. As such the Contractor shall comply with the provisions of the *Workers Compensation Act* and Occupational Health and Safety Regulation. The Contractor shall possess a safety record satisfactory to the Manager, Safety and Health of the Owner, and shall maintain such good standing throughout the performance of the Work.
- 9.4.8 "During performance of the Work, the Contractor shall ensure all Work performed in British Columbia by the Contractor whether for the Owner or anyone else, whether under this Agreement or not, is performed in compliance with all applicable Health and Safety Regulations and guidelines, including without limitation the *Workers Compensation Act* and Occupational Health & Safety Regulation.
- 9.4.9 "In the event that the Contractor does not comply with the provisions of paragraphs 9.4.1, 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7 or 9.4.8, the Owner may without prejudice to any other right or remedy the Owner may have, terminate this Agreement, without penalty, by giving the Contractor Notice in Writing.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

10.2.3 *Add the words "business licenses" in the first sentence so as to read:*

"the Contractor shall be responsible for the procurement of permits, licenses, business licenses, inspections and certificates,...."

Add: 10.2.3.1

- 10.2.3.1 "If the Contractor covers over or permits to be covered over Work that has been designated for testing, inspections, review, or approvals before such testing, inspections, review or approvals are made, given or completed, the Contractor shall if so directed, uncover such Work, and once the inspections, testing, review, and approval completed to replace or redo the Work at its own expense and at no cost to the Owner"

GC 10.4 WORKERS' COMPENSATION

Add: 10.4.3

- 10.4.3 "The Contractor is designated as the "Prime Contractor" for the Work including but not limited to the purposes as set out in Section 118 of the *Workers Compensation Act*. The Contractor shall comply with and ensure compliance by the Subcontractors and Suppliers with the provisions of the *Workers' Compensation Act*, and Occupational Health and Safety Regulation and WHIMIS Regulations.

GC 11.1 INSURANCE *replace entirely with the following:*

- 11.1.1 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Owner:

(a) Commercial General Liability Insurance in an amount not less than:

- Five Million Dollars (\$5,000,000.00) inclusive per occurrence against bodily injury and property damage

The Owner is to be added as an additional insured under this policy. Any deductible applicable to property damage shall not exceed Five Thousand Dollars (\$5,000.00) or such other reasonable deductible. Such insurance shall include, but not be limited to:

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

.12 Operation of Attached Machinery;

and where such further risk exists:

.13 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable; and

.14 Limited Pollution Liability in an amount not less than Two Million Dollars (\$2,000,000.00).

(b) Property Insurance which shall cover, on a replacement cost basis, all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, including earthquake and flood, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the Owner, and shall contain a waiver of subrogation against the Owner. Any deductible shall not exceed Five Thousand Dollars (\$5,000.00) or such other reasonable deductible for each and every occurrence except for the peril of flood, which may include a maximum deductible of Ten Thousand Dollars (\$10,000.00), and earthquake, which may include a maximum deductible of Ten Percent (10%) based upon completed values at the time of loss.

(c) Automobile Liability on all owned or leased vehicles in an amount not less than Five Million Dollars (\$5,000,000.00).

(d) Aircraft and/or Watercraft Liability, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.

11.1.2 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Owner.

11.1.3 The Contractor shall provide the Owner with evidence of all required insurance prior to the commencement of the Work or within three (3) Working Days of Contract award, whichever is the earliest of the two dates. Such evidence shall be in the form of the Owner's Certificate of Insurance (copy attached – Appendix D or have broker authorize and send their own form confirming required coverage). When requested by the Owner, the Contractor shall provide certified copies of required insurance policies.

11.1.4 All required insurance shall be endorsed to provide the Owner with thirty (30) days advance written notice of cancellation or material change.

11.1.5 The Contractor hereby waives all rights of recourse against the Owner with regard to damage to the Contractor's property.

11.1.6 The Contractor shall require and ensure that each Subcontractor maintain liability insurance comparable to that required above.

11.1.7 If the Contractor fails to provide or maintain insurance as required by the Contract Documents then the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor and the Consultant. The Contractor shall pay the costs thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Contractor.

- 11.1.8 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.
- 11.1.9 Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

GC 11.2 CONTRACT SECURITY

11.2.1 and 11.2.2 Delete the existing sections in their entirety and replace with the following:

- 11.2.1 The Contractor shall provide to the Owner a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price.
- 11.2.2 The bonds must be provided prior to the commencement of the Work or within ten (10) Working Days of the Contract award, whichever is the earliest of the two dates.
- 11.2.3 All such bonds shall be issued by a surety licensed to transact a business of suretyship in British Columbia under the Financial Institutions Act or the Insurance Act and shall be maintained in good standing until the fulfillment of the Contract. The form of the bonds shall be in accordance with the latest edition of the CCDC approved bond forms and must be equal to at least fifty percent (50%) of the Contract Price.

GC 12.1 – INDEMNIFICATION *delete GC 12.1.1 and 12.1.2 and replace with the following:*

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the Owner and the Contractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:
- .1 caused by:
 - .1 the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - .2 a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the Owner and the Contractor for which insurance is to be provided by the owner pursuant to GC 11.1 – INSURANCE, the limit of the Commercial General Liability Insurance – GC 11.1.1(a) or the limit of the Property Insurance – GC 11.1.1(b) whichever is pertinent to the loss.

- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$5,000,000.00, but in no event shall the sum be greater than \$20,000,000.00.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

GC 12.3 WARRANTY

Add the following:

- 12.3.7 Where a Product manufacturer provides a warranty in excess of one (1) year the Contractor shall obtain such warranty on behalf of the Owner. Such warranties shall be issued by the manufacturer to the benefit of the Owner.
- 12.3.8 The Contractor warrants that all articles and materials furnished under this Agreement are free from any defects in design, and workmanship, and that the articles and materials fully comply with the specifications and that the articles and materials are suitable and fit for the use intended by WorkSafeBC

Add the following:

GC 13 BUILDERS LIEN ACT

- 13.1 The Owner shall hold back as the builder's lien holdback ten percent (10%) of the amounts due to the Contractor, or such other amount as prescribed in the *Builders Lien Act*.
- 13.2 The Contractor agrees to keep the Work and all property of the Owner free and clear of all liens, claims, and encumbrances arising out of the performance of the Work. In the event that a lien, claim or encumbrance is filed as against the Work and property of the Owner the Contractor shall, at its sole expense, discharge or cause to be discharged the claim, and shall indemnify the Owner for any expenses incurred by the Owner in regard to the claim of lien.
- 13.3 In the event that the claim of lien is filed at the Land Title Office or advanced by way of legal action, the Owner may retain a holdback in the amount of the claim plus fifteen percent (15%) of the claim as security for costs in addition to any other holdback, and may on application pay the amount held back into Court to effect discharge of the claim of lien.

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

SCOPE OF WORK

- .1 The project scope includes the following:

Project Description:

Work will consist of seismic bracing and rebuilding of partition walls at their Richmond Complex. The project consists of the seismic upgrading/restraining of approximately **5000 lin.ft.** of exit corridors on Levels 1 through 6 of the RC1 Administration building at the WorkSafeBC Richmond complex. The work of this Contract includes, but is not limited to the supply and installation of seismic restraints, demolishing nonconforming walls, and the replacement of new partition walls that meet seismic requirements.

The work also requires the Contractor to provide engineering services for seismic force restraint design and sealed shop drawings. Contractor will require phasing the project to limit disruption to WorkSafeBC operations, to mitigate dust and noise, and to meet our expected timelines.

Hours of Work:

The Contractor is to perform all work between the hours of 5:00pm and 6:30am Monday to Friday; and anytime on weekends subject to electrical maintenance shutdowns once a month on any given weekend. Only with prior approval from the WorkSafeBC Project Coordinator may the Contractor work during WorkSafeBC normal business hours where there will be no disruption to the operations of WorkSafeBC. Insulating and vapour barrier installations can occur during regular office hours within the poly enclosure. Any work involving excessive noise, dust vibration, or odour, must be performed outside of WorkSafeBC's normal operating hours (7:30 a.m. - 5:00 p.m., Monday to Friday).

Special Considerations:

- .1 The Contractor will be responsible for providing weekly progress reports to the Consultant/owner for review at the end of each work week.
- .2 The Contractor will be responsible for erecting hoarding around all work areas where new walls are required to be built and for providing clear delineation of the work area.
- .3 The Contractor will be responsible to protect damage to WorkSafeBC property, including avoiding damage to existing structure (e.g. Scanning or x-raying structure to locate rebar or in slab services)
- .4 The Contractor will provide daily cleaning of all areas directly affected by the work performed that shift, to its original condition.
- .5 The Contractor will provide poly drop sheets over any furniture and fixtures adjacent to the area of work performed that shift.
- .6 The Contractor will ensure that all garbage is loaded offsite daily, at the Contractor's expense. Items that fall under WorkSafeBC's Sustainability Policy will be handled as outlined in Div 1, Sec 01010 Part 11.
- .7 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 specifications and drawings (listed in the table of contents).

.2 Scope of Work and details as per the following drawings:

A0.1	DRAWING SHEET AND DETAILS
A1.1	LEVEL 1 - NORTH PARTITION BRACING
A1.2	LEVEL 1 - SOUTH PARTITION BRACING
A2.1	LEVEL 2 - NORTH PARTITION BRACING
A2.2	LEVEL 2 - SOUTH PARTITION BRACING
A3.1	LEVEL 3 - NORTH PARTITION BRACING
A3.2	LEVEL 3 - SOUTH PARTITION BRACING
A4.1	LEVEL 4 - NORTH PARTITION BRACING
A4.2	LEVEL 4 - SOUTH PARTITION BRACING
A5.1	LEVEL 5 - PARTITION BRACING
A6.1	LEVEL 6 - PARTITION BRACING
A7.1	BUILDING SECTION
A7.2	PS350 TYPICAL DETAILS
S1.1	GENERAL NOTES AND DETAIL
S1.2	TYPICAL ELEVATIONS

.3 WorkSafeBC's project timelines are as follows:

Site Tour:	December 15 th , 2011
Tender Close:	January 18 th , 2012
Estimated Tender Award:	January 30 th , 2012
Estimated Project Start Date:	February 13 th , 2012
Estimated Substantial Completion:	August 17, 2012
Estimated Final Completion:	August 31, 2012

*******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 other Contract Documents, and as specified under the specifications listed in the index.
- .2 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.
- .3 The Contractor is responsible for the installation and coordination of metric and imperial dimensioned products and materials as may be applicable.
- .4 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. Refer to Drawings S1.1 and S1.2 for detail seismic bracing guidelines.
- .5 The Work in this Contract requires a Professional Engineer registered in the Province of BC. The Professional Engineer will be required to sign and seal design and field review documentations.

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 Subcontractors 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 Subcontractors with continuous supervision.

3 WORK BY OTHERS

- .1 Communication, data and security systems as well as moving of furniture and office equipment will be supplied and installed under separate Contract. Coordinate all Work with the Work of other disciplines and other contacts. It is required that the Contractor's electrical sub-trade coordinate his Work with the furniture installer when the system furniture workstations/equipment are being installed/removed.
- .2 Furniture moving must be done by Heritage Office PS 350 partition work must be performed by companies authorized by the manufacturer.

4 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 core 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 trades 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.

5 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.
- (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 Consultant(s) by a Professional Engineer Registered in the Province of British Columbia.

.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.

6 SCHEDULES / DOCUMENTATION

- .1 The Contractor shall submit the following schedules five (5) days after award of the Contract:
 - (a) construction progress schedule,
 - (b) schedule for shop drawings,
 - (c) 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.
- .3 WorkSafeBC will require a minimum of two week's notice prior to commencing Work in any area at which time WorkSafeBC staff will be advised to follow a clean desk policy in that area for the duration of the Work.
- .4 During performance of the Work, the Contractor's Site Superintendent shall be required to hold daily update meetings with a WorkSafeBC Facilities' representative prior to the commencement of each day's shift. The Site Superintendent shall maintain a daily construction log and shall provide a written copy outlining each shift's completed Work to the representative at the start of each meeting.

7 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.

8 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 Carpets:

All carpet areas are to be protected and covered in polyethylene or the carpet tiles can be removed at beginning of project and replaced at the end of the project based on manufacturers removal and installation instructions.

If the carpet is stained or damaged during the Work, prepare the floor as recommended by the manufacturer, shampoo and/or steam clean carpets and remove dirt and other disfigurements from exterior surfaces.

.4 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.

.5 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").

.6 Temporary Power:

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

.7 Sanitary Facilities:

The Contractor will provide their own facilities where required.

.8 Temporary Telephones:

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

.9 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.
- (c) For this project there is space available within the Work area to store tools & fabrication, if the area is boarded off and locked.

.10 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.

.11 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.
- (c) The Contractor is to follow WorkSafeBC's procedure for 'Contractor Request to Disable Fire Alarms' which WorkSafeBC will provide to the Contractor, for any action that could result in a false alarm.

.12 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 5:00 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.

.13 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.

.14 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.

.15 Hours of Work:

The Contractor is to perform all work between the hours of 5:00pm and 6:30am Monday to Friday; and anytime on weekends subject to electrical maintenance shutdowns once a month on any given weekend. Only with prior approval from the WorkSafeBC Project Coordinator may the Contractor work during WorkSafeBC normal business hours where there will be no disruption to the operations of WorkSafeBC. Insulating and vapour barrier installations can occur during regular office hours. Any work involving excessive noise, dust vibration, or odour, must be performed outside of WorkSafeBC's normal operating hours (7:30 a.m. - 4:30 p.m., Monday to Friday).

.16 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.

.17 Exterior Windows:

The Contractor is to ensure that exterior windows remain closed throughout the duration of the project (Administration complex). The General Contractor will be responsible for repairs to exterior blinds damaged on the Administration complex during the duration of construction. WorkSafeBC reserves the right to order and effect repairs, billing the General Contractor.

.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.

9 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 Brand Names:

Unless otherwise stated, if, and whenever the Specifications or Drawings state a brand name, make, name of manufacturer, trade name or vendor catalogue number, it is for the purpose of establishing a grade of quality of material only. It is not intended to rule out competition from equal brands or makes.

.3 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.

.4 Material Quality:

.1 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.

.2 Wood doors

- a) shall conform to the "Quality Standards" of the Architectural Woodwork Manufacturers Association of Canada (AWMAC) standards for the grade of door specified herein.

.1 Glazing

- a) Float glass for laminated glass: To CAN2/CGSB-12.3. 3mm (1/8") thick plus pvc laminate plus 3mm (1/8") thick, from common source .
- b) Provide an extended guarantee against faulty materials and workmanship including the cost of replacement or repair for a period of two (2) years from the date of Substantial Performance.

.2 Acoustical Unit Ceilings

- a) Suspension materials and acoustic ceiling tiles are to match existing adjacent materials and tiles.

.5 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.

.6 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.

.7 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.

.8 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.

.9 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.

10 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.

11 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 	Divert to appropriate facility	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.

2.3 Material Standards currently in use at WorkSafeBC:

PRODUCT	MODEL/TYPE
Walls	PS 350 Partition Systems
Carpet Tiles	Shaw; Milliken; Interface
Acoustic Tiles	
Furniture Systems	Steelcase, Smed, Haworth
Task Chairs	Steelcase

12 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 disfigurations from exterior surfaces.

.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.

13 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 Contractors 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 *******

WORKSAFEBC SPECIFIC PARTITION SYSTEMS 350 GRAVITY LOCK MOVABLE WALL SYSTEM

1.0 **GENERAL**

1.1 **RELATED SECTIONS**

1.2 **DESCRIPTION OF SYSTEM**

- .1 General: Floor to ceiling height movable partition system consisting of pre-finished gypsum board panels applied to both sides of steel stud framing including door, window frames and chair rails.* NOTE: WorkSafeBC has specific standards that differ from typical PS 350 system. Contractor responsible for ensuring WorkSafeBC standards as per drawing details are utilized. Please refer to PS 350 Construction Details Index.
- .2 Constituent Parts:
 - .1 Fire rated PS 350 studs, base track and top track.
 - .2 1 ½" (38mm) U – channel.
 - .3 Pre-finished gypsum board panels.
 - .4 Retainer clips and fasteners.
 - .5 Acoustical insulation.
 - .6 Sound/light seals.
 - .7 Glazing frames complete with glazing beads.
 - .8 Aluminium doorframes.
 - .9 Trim Components.
 - .10 Base.
 - .11 Monolithic radius corners and surface mounted terminal partition end caps.
 - .12 Other miscellaneous trim components and accessories.
- .3 Erection: Non-Progressive Butt Joint.
- .4 Adjustability: Partition System shall be capable of adjusting to irregularities in level of floor and ceiling surface up to 1" in 10' (25mm in 3m).
- .5 Demountability: Partition System shall be fully demountable and re-locatable with near-total salvage-ability of all components.
- .6 Typical Partition System Dimensions:
 - .1 Panel module: 4'-0" (1219mm) width.

- .2 Total thickness of standard partition: 3 1/2" (89mm).
- .3 Total thickness of acoustically treated partitions: as standard partition.
- .4 Height: As indicated on PS 350 Wall Type Drawings.
- .7 Appearance
 - .1 Joints: Hairline Butt joint resulting in a flush vertical plane throughout.
 - .2 Panels: Factory pre-finished with a decorative vinyl film.
 - .3 Outside corners: Monolithic extruded radius aluminium with factory pre-finished decorative vinyl film.
 - .4 Inside Corners: PVC Milcore type panel edge trim with factory pre-finished decorative vinyl film in matching panel finish.
 - .5 Wall Starts: PVC Milcore type panel edge trim with factory pre-finished decorative vinyl film in matching panel finish.
 - .6 Other trim: All horizontal ceiling, door and window frame trim standard PVC colour as per finish schedule.
 - .7 All trims on Door and Glazing frames mitred to form 90 degrees.
- .8 Compatibility: Partition System shall accommodate the following:
 - .1 Concealed electrical wiring.
 - .2 Concealed thermostat wiring and tubing.
 - .3 Wall mounted thermostats.
 - .4 Window and doorframes.

1.3 ACCEPTABLE MANUFACTURERS

- .1 PS 350 Gravity Lock Movable Partition System as the standard of quality and performance required.

1.4 PERFORMANCE REQUIREMENTS

- .1 Structural: Partition System shall be structurally stable and vibration free when subjected to impact loads of type occurring under normal use.
- .2 Fire Protection:
 - .1 Major components of the system shall be non-combustible.

.2 Exposed panel surfaces shall meet the following fire hazard classification requirements:

.1	Flame Spread	max. 25
.2	Fuel Contributed	max. 35
.3	Smoke Development	max. 50

.3 Acoustical: Partition System shall provide the following minimum sound transmission ratings when laboratory tested to ASTM E90.

.1 All walls acoustically treated STC 46 except otherwise noted on drawings.

.4 Seismic Restraints: Partition system (all wall assemblies) shall be designed to resist seismic forces for local zone criteria in conforming with part 4 of the BC Building Code

1.5 SUBMITTALS

.1 Product Data: Submit product data in accordance with Section 01010. Data shall include plans, elevations and sections of panels, connection installation procedures.

.2 Samples: Submit duplicated 8" x 12" (200mm x 300mm) samples of panel finishes and textures and 1 ft (300mm) long samples of each colour trim.

.3 Maintenance Data: Submit complete maintenance data for Partition System including instructions for dismantling and reassembling Partition System components.

.4 Shop Drawings: Submit shop drawings in accordance with Section 01010, indicating, but not limited to, plan layout, dimensions, wall elevations, material, typical details and details of seismic restraint. Drawings are to be prepared, signed and sealed by a professional engineer registered to practice in the Province of British Columbia.

1.6 SOURCE OF SUPPLY

.1 The Partition System shall be part of a single, established, pre-designed and manufactured demountable Partition System provided by a single supplier. To ensure continuity of colours, panel and component trim vinyl origination is to be from the same production run.

1.7 DELIVERY, STORAGE AND HANDLING

.1 Prevent damage to gypsum board panels during delivery, storage and handling.

.2 Store gypsum board panels flat, indoors. Protect carpet and other floor finishes from damage and soiling.

1.8 SITE CONDITIONS

.1 Protection: Protect floor, ceiling and wall finishes from damage and soiling resulting from work of this section.

1.9 CO-ORDINATION

.1 Co-ordinate erection of Partition System with installation of mechanical, electrical and telephone services.

1.10 SEQUENCING AND SCHEDULING

- .1 Install Partition System after carpet has been installed.

1.11 ACCEPTABLE INSTALLERS

- .1 Only installers approved by Partition Systems are acceptable for the installation of the WorkSafeBC – specific PS350 demountable wall system.

2.0 PRODUCTS

2.1 PRODUCT MANUFACTURER

PSL PARTITION SYSTEMS LTD.
108 - 6871 Elmbridge Way, Richmond, BC, Canada V7C 5A4
Phone (604) 270-8926; Fax (604) 270-2911
Web Site: www.partitions.com
E-Mail: mail@partitions.com

2.2 COMPONENTS

- .1 Top Track: 26 ga. steel with hemmed legs designed to accept independent snap-on and off partition finish trim from either wall side.
- .2 Fire Rated Metal Stud Framing: Hot dipped galvanized steel having G-60 wiped zinc coating to ASTM 525. Rolled formed from ASTM A-446 Grade A, 2" (53mm) base metal. Hemmed flange depth of 1 ¼" (32mm) minimum.
- .3 Vinyl Faced Gypsum Board: to CSA A82.27-M-1977, standard 1/2" (12.7mm) thick. Vinyl film to be factory bonded to face side with approved adhesive. Finished board product shall meet the standards for surface burning characteristics specified under fire protection authority.
- .4 Channel: 1 ½" (38 mm) reinforcing channel, 5' (1524 mm) lengths.
- .5 Acoustical Insulation: Type recommended by partition manufacturer to achieve specified STC rating.
- .6 Retainer Clips, Fasteners And Connectors: As recommended by Partition manufacturer.
- .7 Sound/Light Seal: Closed cell, inorganic permanently elastic, sponge type stripping with adhesive one side, minimum 3/4" x 1/8" (19mm x 3mm) thick.
- .8 Door Frames: Aluminum Association Alloy 6063-T5, .080 minimum thickness, extruded Aluminum frames & PVC stops.
- .9 Glazing Frames: Aluminum Association Alloy 6063-T5, .080 minimum thickness, extruded Aluminum frames, PVC glass stop and glazing beads designed to accept 1/4" (6 mm) glass.
- .10 Doors: As per door schedule provided in architectural drawings.
- .11 Batten Trim: Snap-on PVC type as per finish schedule.
- .12 Edge Trim: Milcore type PVC friction to fit to all inside corners with factory-applied vinyl.

- .13 Partition Base: Snap-on PVC type, corners to be 1' x 1' (300 x 300 mm) factory manufactured.
- .14 Ceiling Trim: Snap-on PVC.
- .15 Monolithic Corners: Extruded radius aluminum with factory applied vinyl film.
- .16 Miscellaneous Accessories: Miscellaneous trim, fasteners, clips and other accessories for installation as recommended by partition manufacturer.
- .17 Base Track: 2-1/2" Wide x 2" (64mm x 50mm) deep.
- .18 Glass: 1/4" (6mm) clear, laminated.
- .19 Chair Rail: 1" x 6" (300mm x 1800mm) solid oak complete with eased edges and corners. Install at all P14 and P11/P14 combination wall sections as shown in the specification sketches.

2.3 FINISHES

- .1 Vinyl Faced Gypsum Board: Colour to be PS 350 standard Bristol or Brown depending on location
- .2 Inside Corner PVC Edge Trim: Factory applied vinyl; colour to be PS 350 standard Bristol or Brown depending on location
- .3 Monolithic Corners: Factory applied vinyl; colour to be PS 350 standard Bristol or Brown depending on location
- .4 PVC Ceiling Trim: Snap on PVC; colour to be PS 350 standard Bristol or Brown depending on location
- .5 PVC Base Trim: PVC; colour to be PS 350 standard Bristol or Brown depending on location
- .6 Aluminum Door And Window Frames: Aluminum door & window frames; colour to be PS 350 standard Bristol or Brown depending on location
- .7 Door & Window Frame Trims: PVC; colour to be PS 350 standard Bristol or Brown depending on location
- .8 PVC Glass Stops: To suit 1/4" (6mm) glass; colour to be PS 350 standard Bristol or Brown depending on location
- .9 Chair Rail: Double-dressed western red oak; finish to match WorkSafeBC standards

3.0 **EXECUTION**

3.1 **SITE MEASUREMENTS**

- .1 Take site measurements of existing building to confirm dimensions prior to starting work.

3.2 **INSTALLATION**

- .1 Installed by manufacturer's approved applicator.
- .2 Install partitions and all component parts, in accordance with manufacturer's instructions.
- .3 Prior to and during the assembly of the PS350 wall system, a WorkSafeBC Carpenter will meet with the contractor's PS350 wall system installer to review the details and method of installation ensuring the assembly meets the Specification.
- .4 Install acoustically treated partitions to conform to tested assembly.
- .5 Erect Partitions, plumb, square and level. Accurately fit and fasten to abutting surfaces. Adjust to irregularities in floor levels to ensure level installation.
- .6 At carpeted floors use a hooked fastener tape that rigidly secures partition without, to extent possible, damaging or defacing carpet. Fasten base track directly to substrate, through carpet, at door openings and other locations where additional rigidity is required. When installing over concrete substrate or concrete columns, drill into substrate and fill with lead plug. Fasten directly through into plug.
- .7 At suspended ceilings use fasteners as required that rigidly support partition without damaging or defacing ceiling panels or grid system members.
- .8 Install bracing members for seismic restraint from top of wall to underside of structure above in accordance with approved shop drawings, signed and sealed by a Professional Engineer registered in the Province of British Columbia.
- .9 Position studs vertically in base and top tracks at 16" (406mm) on centre, maximum. Do not break module at door and window openings.
- .10 Permanently fix each stud in place using 5/8" (16mm) fasteners to restrain from horizontal movement prior to gypsum board attachment.
- .11 Install 3 rows of 1 ½" (38mm) carrying channels.
- .12 Fill stud cavities completely with 2" (51mm) acoustical batt insulation, which is recommended for movable partitions, including around openings, in corners, and in studs adjacent to door and glazing frames.
- .13 Install continuous closed cell foam tape at perimeter of each partition including junction of partition with ceilings, other partitions, existing walls, window mullions, and other appurtenances. Include a seal at carpeted floors where partition is acoustically treated (insulated) for STC 46. Ensure that closed cell foam tape at partition perimeter is continuous and under compression when installed. Ensure that all potential sound transmission leaks are completely sealed.

- .14 If Partition System design or installation has been modified from that of the tested assembly, ensure that such modifications do not compromise the acoustical performance characteristics of the Partition System. Such modifications shall be subject to the approval of WorkSafeBC.
- .15 Ensure movement free contact is achieved between studs and back of panel by fully engaging all finger clip attachments onto the carrying channel.
- .16 Cut and fit panels accurately to fit neatly where panels abutt existing walls, window mullions or other appurtenances.
- .17 Cut and fit panels accurately to fit neatly around telephone and electrical outlets and other protrusions.
- .18 Install concealed panel clip fasteners in accordance with manufactures instructions. Panels sustaining core fractures, which telegraph clip location as in bulges or blisters onto the panel face, will be rejected.
- .19 Butt panels together to achieve a continuous moderate edge contact. Attach panels securely against studs ensuring that a flush panel surface results along the hairline joint.
- .20 Fasten door and glazing frames securely to studs. If necessary, reinforce doorjamb framing to ensure structural stability.
- .21 Install monolithic corners as per manufactured instruction. Use of adhesives will not be allowed.
- .22 Install base at all floor junctions.
- .23 Install stud spacer in U-channel at all vinyl board seams.

3.3 **ADJUSTMENT**

- .1 Correct misalignment of exposed trim.

3.4 **PATCHING AND CLEANING**

- .1 Remove and replace panels and other components which are:
 - .1 Damaged,
 - .2 Improperly installed, or
 - .3 Soiled beyond satisfactory cleaning.
- .2 Clean soiled panel and trim surfaces after installation.
- .3 Clean floor, ceiling and wall surfaces soiled as a result of work of this Section.

*****END OF SECTION 10615*****

SEISMIC RESTRAINT OF DEMOUNTABLE PARTITIONS

1 GENERAL

1.1 Description:

- .1 This section of the specification forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.
- .2 Provide seismic restraints as indicated and/or engineer seismic restraints required to suit existing site conditions for the existing indicated on the drawings.

1.2 Seismic reference standards and guidelines:

- .1 Current British Columbia Building Code.
- .2 Association of Wall and Ceiling Contractors of B.C. Specification Standards Manual - Section 9.8.

1.3 American Society for Testing and Materials (ASTM) standards and American Concrete Institute (ACI) for material fasteners, anchorages, and attachments:

- .1ACI 355.2-07 Qualification for Post-Installed Mechanical
Anchors in Concrete and Commentary
- .2..... ASTM A 653/A 653M-94: Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- .3..... A 792/A 792M-94: Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- .4.....A 924/A 924M-94: Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.

1.4 Canadian Standards Association

- .1 CSA-S136: Cold Formed Steel Structural Members.
- .2 CSA- W47.1: Certification of Companies for Fusion Welding of Steel Structures.
- .3 CSA-W59: Welded Steel Construction (Metal Arc Welding).

1.5 General Requirements:

- .1 Where work is done in areas occupied by WorkSafeBC Personnel or where work creates disturbance by way of sound, smell or other; all work shall be undertaken between the hours of 5:00pm and 7:00am Monday through Friday, or any time on weekends and holidays with prior agreement with WorkSafeBC to proceed.
- .2 The Contractors shall provide suitable suction devices to remove drilling dust at the surface so as to minimize any dust accumulation within and around the work area and shall immediately remove all dust resulting from the work.
- .3 The Contractor shall submit a weekly phasing schedule to designated WorkSafeBC personnel seven (7) days prior to commencing work in any particular area. The schedule shall indicate in which area work is scheduled to be done on a daily basis.
- .4 Provide all access and safety protection as required for the work and as required by local by-laws, and WorkSafe BC. Provide copy of site safety plan to WorkSafeBC for reference.

1.6 Design Criteria:

- .1 Design shall be based on Limit States Design principles using factored loads and resistances.
- .2 Loads and load factors shall be determined in accordance with the British Columbia Building Code.
- .3 Resistances and resistance factors shall be determined in accordance with the BC Building Code and CSA-S136.
- .4 Conform to the requirements of specified fire rated assemblies.
- .6 The spacing of wall stud vertical members shall not exceed 400 mm o.c.
- .7 Connections between lightweight steel framing members shall be by bolts or sheet metal screws.
- .11 Resistances for sheet metal screws shall be based on the manufacturer's lower bound test values multiplied by the appropriate resistance factor, ϕ_c , given in CSA-S136.

1.6 Quality Control:

- .1 Contractor is to have wall upgrade and seismic-force-restraint shop drawings and calculations prepared by a Professional Structural Engineer registered in B.C. who is experienced in the area of steel stud design.
- .2 Coordinate and install new wall reinforcing elements and seismic restraints to avoid interference with existing services/elements and overhead mechanical and electrical services.
- .3 New wall reinforcing elements / mullions that are exposed to view shall be designed and installed so as to match similar exposed wall elements / mullions within the existing wall system.

1.7 Submittals:

- .1 Submit signed and sealed shop drawings prior to installation indicating wall upgrade and seismic restraint details and attachment to the structure.
- .2 Shop drawings shall indicate installation instructions, materials and anchorage loadings for each restraint.
- .3 Submit Letters of Assurance for design and field review as required by the BC Building code.

2 PRODUCTS

- .1 Components used for restraint shall be in accordance with the seismic reference standards and the material testing standards for fasteners, anchorages, and attachments described herein.

- .2 Equipment for drilling and hammering requires dust extraction/collection devices attached directly to the tool (e.g., Bosch Dust Extraction Fixture for hammers & drills attached to vacuum; DeWalt dust collection device attached to vacuum).
- .3 Components for restraints, metal fasteners, anchorages, and attachments:
 - .1 3 5/8" x 20 gauge Steel stud or approved alternate,
 - .2 Hilti Kwik Bolt TZ Expansion Anchors and miscellaneous metal components suitable for the duty in accordance to the references stated above.
 - .3 All attachments and fastening materials used for seismic strengthening must be suitable for any direction of horizontal and vertical loads (i.e., seismic forces) transmitted through components restrained.
 - .4 Sheet metal screws shall have a minimum coating thickness of .008 mm of zinc or cadmium. Other coatings providing equal or better corrosion protection may be used. Penetration beyond joined materials shall be not less than 3 exposed threads. Screws covered by sheathing materials shall have low profile heads

3 EXECUTION

3.1 General Construction:

- .1 Components used for restraint shall be in accordance with seismic restraint guidelines as referenced herein. All installed restraints shall withstand seismic forces so that the components cannot displace, overturn, or become inoperable.
- .2 Attachment to the structure.
 - .1 Locate Hilti anchors so as to avoid damaging or drilling through existing concrete slab or beam reinforcement.
 - .2 Install bolts and other seismic restraint products following manufacturer's instructions such as depth of embedment and edge conditions.
 - .3 Prior to the installation of any seismic restraints/anchors, review existing structure on site to identify any possible interference. Use of scanning equipment (e.g. Hilti Ferrodector) to reduce damage to rebar, copper pipe, and EMT when drilling.
 - .4 When drilling/boring into concrete, contractor is required to have a dust/particle collection device attached to drill and vacuum.
 - .5 Upon installation of seismic restraints and anchors, contractor is required to remove all work related dust/particles above suspended ceiling.
- .3 WorkSafeBC consultant/representative(s) will periodically review work for general compliance.
- .4 Testing Before Final Inspection:
 - .1 Test 10-percent of anchors in concrete per ASTM E488, and ACI 355.2 to determine that they meet the required load capacity. If any anchor fails to meet the required load, test the next 20 consecutive anchors, which are required to have zero failure, before resuming the 10-percent testing frequency.
 - .2 Before scheduling Final Inspection, submit a report on this testing indicating the number and location of testing, and what anchor-loads were obtained.
 - .3 The contractor is to provide field engineering services for testing reports.