

# Addendum

**Project No:** 220937  
**Project Name:** PG-UHN Trayline Assembly System  
Replacement

**Date:** March 7, 2023  
**AD No:** 02

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The following information supplements and/or supersedes the bid documents issued on February 8, 2023

This Addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. The cost of all contained herein is to be included in the contract sum. The following revisions supersede the information contained in the original drawings and specifications issued for the above-named project to the extent referenced and shall become part thereof. Acknowledge receipt of this Addendum by inserting its number and date on the Tender Form. Failure to do so may subject the bidder to disqualification.

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## 1. Clarifications

### 1.1 Bid Period Extension

The Bid submission deadline has been extended. The new deadline is now:

**March 13, 2023, 2:00pm PST**

### 1.2 Update to Bids and Tenders Price Line

The price line on Bids and Tenders has been updated to allow for the Alternate Prices (2 in total).

### 1.3 Revised BCDC 2, 2020 - Part 1.3 Project Specific Amendments

The attached Part 1.3 Project Specific Amendments (8 pages) dated March 7, 2023 shall replace the previous Part 1.3 Project Specific Amendments (7 pages) dated February 9, 2023.

## 2. Contractor Queries

**2.1 Q:** Is there a requirement to provide Alternative Price 1 and Alternative Price 2? There is no reference or place shown on the on-line Bid form to provide alternative prices.

**A:** See item 1.2 above.

## 3. Specification Revisions

None

## 4. Requests for Alternates

None

## 5. Consultant Revisions

None

End of Addendum 02

Per:

  
\_\_\_\_\_  
Brian Harvey, Architectural Technologist AIBC  
Thinkspace Architecture® Planning Interior Design Ltd.

### PART 1.3 PROJECT SPECIFIC AMENDMENTS

The Articles of Agreement Between Owner and Contractor, the General Conditions of the Stipulated Price Contract CCDC 2 – 2020, BCDC Division 00 and BCDC 2-2022 Supplementary Conditions together with the following alterations and additions shall apply in their entirety to the Contract.

#### **AMENDMENTS TO DIVISION 00**

##### **PART 1.1 Division 00 21 13 – INSTRUCTIONS TO BIDDERS**

Add:

4.2.3 Infection Control Guidelines - Contractors are required to comply with CSA Z317.13-22 or latest approved version, which may require specialized equipment & procedures. The following are guidelines only and not to be taken as complete instruction. Requirements will vary from project to project, and it is the Contractor's responsibility to ensure they are fully aware of the requirements specific to this project. NH Infection Control Practitioners will instruct Contractors as to the level of infection control measures required. Measures may include but are not limited to the following:

- i) Dust control
  - (1) may include hoarding from true ceiling to floor with 12 mil polyethylene, zippered doors.
  - (2) hoarding may be required in ceiling space and vacuumed upon completion
  - (3) room penetrations such as doors, windows, electrical outlets, intake and exhaust vents etc. may need to be sealed with plastic & duct/tuck tape (includes holes cut in walls as part of the project unless repaired within 8 hours).
  - (4) water misting of work surfaces before cutting.
  - (5) Construction workers to wear personal protective equipment, and to vacuum themselves with a HEPA filtered vacuum before leaving the work site, or wear cloth paper coveralls that are removed before leaving the work site.
  - (6) Sticky walk-off mats at exit of hoarding, changed daily or more often if necessary
  - (7) Immediate cleanup with HEPA filtered vacuum in the event hoarding tears/breaks
- ii) Ventilation
  - (1) area ventilation system disabled during construction/renovation
  - (2) maintain negative pressure in construction zone
  - (3) Exhaust air directly outside and away from any intake vents or to be filtered through HEPA filters before recirculating
- iii) Debris Removal
  - (1) Debris removal at each days end in a covered container or plastic garbage bag through designated route covered with moistened sheet before transporting
  - (2) Container and wheels to be wiped down before re-entering facility
  - (3) External chute if construction is not on ground floor
- iv) Construction Clean
  - (1) Wet mop and vacuum area with HEPA filtered vacuum upon completion
  - (2) Wipe horizontal work surfaces with hospital approved disinfectant
- v) Terminal Clean
  - (1) To be performed by facility housekeeping staff upon completion of construction clean and PRIOR to hoarding being taken down

- 4.2.4 For greater clarity of CSA Z317.13-22 section 6.3.7 "Design and management professionals": The Design professional will be responsible for providing documentation demarcating the area and performance requirements required for infection control. The *Contractor* is required to design and provide the means and methods to meet the guidelines duly providing an IC plan and obtain acceptance from the MDT as per section 6.3.9.1.
- 4.2.5 Contractor shall comply with the infection control practices set out in the IPAC training program. Below is the link of the online course: <https://www.csagroup.org/store/product/50000035/>.

## **AMENDMENTS TO ARTICLES OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

### **ARTICLE A-5 PAYMENT**

- 5.2.1 Replace "2%" with "0%"; Replace "4%" with "0%".

## **AMENDMENTS TO GENERAL CONDITIONS**

### **PART 4 ALLOWANCES**

#### **GC 4.1 CASH ALLOWANCES**

- 4.1.2 Add, after the first sentence "Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner's* use, at the *Owner's* sole discretion."

### **PART 5 PAYMENT**

#### **GC 5.2 APPLICATIONS FOR PAYMENT**

Add:

- 5.2.10 The *Contractor* shall with each and every application for payment have an up-to-date red-lined as-built drawing available on site for *Consultant* review.

#### **GC 5.3 PAYMENT**

Delete: Section 5.3.1.2 in its entirety.

Add:

- 5.3.1.3 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 30 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

Add:

- 5.4.8 "An application for *Substantial Performance of the Work* shall be deemed complete only if submitted with required supporting documentation, including those requirements in GC 5.2.8, as determined by the *Consultant*, and including draft copies of *Operations and Maintenance Manuals* including table of contents, and approved shop drawings complete with *Operations and Maintenance Manuals* submissions."

Add new:

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.
- 5.8.2 Upon the provision of *Notice in Writing* to the *Contractor*, and notwithstanding any other provisions of the *Contract Documents*, the *Owner* may withhold all or any portion of any payment to the extent necessary to protect the *Owner* from any actual or anticipated cost, damage, expense or loss arising from:
- .1 the unsatisfactory progress of the *Contractor* in performing the *Work*, as determined by the *Consultant* acting reasonably and in good faith;
  - .2 the failure of the *Contractor* to pay any amounts properly due and payable by the *Contractor* to third parties arising from the performance of the *Work* in the aggregate amount of such amounts; and
  - .3 unsatisfied claims for costs, damages, expenses or losses caused by the *Contractor* to the *Work* or to the property of the *Owner*, the *Consultant*, other contractors, or to anyone employed at the *Place of the Work*, or in connection with the *Work*, including for greater certainty, wages, expenses or other amounts payable to any person employed for the performance of the *Work*, including *Subcontractors* and *Suppliers*.
- 5.8.3 The *Owner* may withhold any or all monies pursuant to GC 5.8.1 and 5.8.2 until such matters have been completed, remedied, discharged, cleared, satisfied or released. When the *Owner* is satisfied that it is no longer necessary to withhold payment from the *Contractor* for any or all of the matters listed in GC 5.8.2, the *Owner* shall release all or part of any amounts withheld except statutory holdback amounts.

**PART 6 CHANGES IN THE WORK**

GC 6.2 CHANGE ORDER

- 6.2.1 Replace "promptly present" with "present within 5 business days".  
Add, after the last sentence "Failure to respond within the time limit deems the change in the *Work* to be at no cost to the *Owner*."
- 6.2.3 Replace "20%" with "15%"; replace "10%" with "7%".

**PART 9 PROTECTION OF PERSONS AND PROPERTY**

GC 9.4 – CONSTRUCTION SAFETY

- 9.4.1 Delete paragraph 9.4.1 in its entirety and substitute new paragraph 9.4.1:

9.4.1 The Contractor agrees to be the "Prime Contractor" for the purposes of all applicable occupational health and safety laws, including the *Workers Compensation Act* (British Columbia), and the Contractor is responsible for filing any documents necessary to comply with the *Workers Compensation Act* (British Columbia), including a Notice of Project. The Contractor shall be solely

responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

Add new paragraphs 9.4.6 and 9.4.7:

“9.4.6 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:

- .1 a current Worksafe BC clearance letter;
- .2 documentation of the Contractor’s in-house safety-related programs; and,
- .3 a copy of the Notice of Project filed with WorkSafe BC naming itself as “Prime Contractor” under the Occupational Health and Safety Regulation pursuant to the *Workers Compensation Act* (BC).

9.4.7 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* or *Subcontractors* under the *Workers Compensation Act* (BC) including the payment of legal fees and disbursements on a full indemnity basis.

## **PART 11 INSURANCE**

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

### **GC 11.1 - INSURANCE**

Without restricting the generality of GC 13.1—INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

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

**(a) Commercial General Liability Insurance** with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000), inclusive per occurrence against bodily injury and property damage, and the *Owner* is to be added as an additional insured and include a cross liability clause. This insurance shall be primary and not require the sharing of any loss by any insurer of the *Owner*. Such insurance shall include, but not be limited to:

- .01 Premises and Operations Liability;
- .02 Products and Completed Operations Liability (24 months);
- .03 Blanket Written Contractual Liability;
- .04 Contingent Employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile;
- .07 Employees as Additional Insureds;
- .08 Broad Form Property Damage;
- .09 Elevator and Hoist Liability

.10 Operation of Attached Machinery

**and where such further risk exists:**

- .01 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving, Subsurface and Grading, as applicable;
- .02 Limited Pollution Liability (TWO MILLION DOLLARS (\$2,000,000))
- .03 Broad Form Tenants Legal Liability (ONE MILLION DOLLARS (\$1,000,000))
- .04 Forest Fire Fighting Expenses (ONE MILLION DOLLARS (\$1,000,000))

This insurance shall be maintained continuously from commencement of the Work and kept in force until the *Project* has reached *Ready-for-Takeover* of the *Work*.

**(b) Automobile Liability Insurance** in respect of each owned or leased vehicle if used directly or indirectly in the performance of the *Work*, subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence. This insurance shall be maintained continuously from commencement of the *Work* and kept in force until the *Project* has reached *Ready-for-Takeover* of the *Work*.

**(c) Owned or Non-Owned Aircraft (including Unmanned Aircraft Vehicles) Liability Insurance** if used directly or indirectly in the performance of the *Work*, subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including aircraft passenger hazard where applicable. The insurance will name the *Owner* as an additional insured and include a cross liability clause. This insurance shall be maintained continuously from commencement of the work involving aircraft (including unmanned aircraft vehicles) until such work is completed.

**(d) Owned or Non-Owned Watercraft Liability Insurance** if used directly or indirectly in the performance of the *Work*, subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance will name the *Owner* as an additional insured and include a cross liability clause. This insurance shall be maintained continuously from commencement of the work involving watercraft until such work is completed.

**(e) Contractors Pollution Liability Insurance**, where the *Contractor's* performance or the *Subcontractor's* performance of the *Work* is associated with hazardous materials clean up, removal and/or containment, transit, or disposal. This insurance must have a limit of liability not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence insuring against bodily injury, death, and damage to property including loss of use thereof.

Any insurance required under this clause 11.1.1 (e) must name the *Owner* as an additional insured, but only with respect to liability arising out of the *Contractor's* performance of the work. Such insurance must include sudden and accidental, and gradual pollution events for third party liability including ongoing and completed operations and shall not be impaired by any, biological contaminants (without

limitation, mould and bacteria), asbestos, or lead exclusions. Any 'insured vs. insured' exclusion shall not prejudice coverage for the *Owner* and shall not affect the *Owner's* ability to bring suit against the *Contractor* as a third party.

This insurance shall be maintained continuously from commencement of the work involving hazardous materials clean-up, removal and/or containment, transit and disposal until such work is completed and including a twenty-four (24) month extended reporting period if any such insurance is provided on a claims-made basis.

**(f) Hot Roofing or Installation of Hot Membranes**

If the project is a renovation involving hot roofing work or installation of hot membranes, the contractor will provide, maintain and pay for a liability policy insuring hot roofing or installation of hot membrane operations with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence against bodily injury and property damage. The insurance will name the *Owner* as an additional insured and include a cross liability clause. Such insurance shall include, but not be limited to:

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

This insurance shall be maintained continuously from commencement of hot roofing or installation of hot membrane work until such work is completed.

**(g) 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. This insurance shall be maintained continuously from commencement of the *Work* and kept in force until the *Project* has reached *Ready-for-Takeover* of the *Work*. Such insurance shall extend to protect the interest of the *Owner*, and shall contain a waiver of subrogation against the *Owner*.

11.1.2 Any insurance required under clauses 11.1.1 (a), (c), (d), (e), (f) and (g) must be endorsed to provide the *Owner* with 30 days' advance written notice of cancellation.

11.1.3 As may be applicable, the *Contractor* must cause all *Subcontractors* to comply with the insurance requirements outlined in clauses 11.1.1 (a) (b), (c), (d), (e), (f) and (g).

11.1.4 The *Contractor* will also provide, maintain and pay for any other insurance that the *Contractor* is required by law to carry, or which the *Contractor* considers necessary.

- 11.1.5 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the *Owner*.
- 11.1.6 The *Contractor* will provide the *Owner* with proof of insurance for those insurances required to be provided by the *Contractor* prior to the commencement of the *Work* in the form of a completed Certificate of Insurance and will also provide a certified copy of any required policies upon request.
- 11.1.7 The *Owner* will not be responsible for injury to the *Contractor's* employees or for loss or damage to the *Contractor's* or to the *Contractor's* employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the project site during construction and which may, from time to time, or at the termination of this *Contract*, be removed from the project site. The *Contractor* hereby waives all rights of recourse against the *Owner* with regard to damage to the *Contractor's* property.
- 11.1.8 If the *Contractor* fails to provide, maintain and pay for insurance as required by this schedule, other than automobile liability insurance, the *Owner* may obtain and pay for the required insurance, the cost of which will be payable on demand by the *Owner*. The *Owner* may offset such amounts from any monies due to the *Contractor* if not paid within 15 days.

**CONTRACT SECURITY (for projects of One Hundred Fifty Thousand (\$150,000) or greater)**

- 11.1.9 The *Contractor* shall prior to commencement of the *Work* furnish performance and labour and material payment bonds within fourteen (14) days of the date of this *Contract*. Each bond must be in a sum equal to 50% of the total *Contract Price*. The bonds must be issued on the latest CCDC-221 or CCDC-222 approved forms or other such forms approved by the Surety Association of Canada and issued by a surety company registered in the Province of British Columbia or another surety company acceptable to the *Owner*. The *Contractor* must maintain the bonds in good standing until the fulfilment of the *Contract*.

**GC 13.1 INDEMNIFICATION, delete GC 13.1.1 and 13.1.2 and replace with the following:**

**GC 13.1 – INDEMNIFICATION**

- 13.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 13.1.4 and 13.1.5, and excepting always losses caused or contributed to by the 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.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 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 *Contractor* pursuant to GC 11.1 - INSURANCE, the limit of:

(1) Commercial General Liability coverage – GC 11.1.1 (a); or

(2) Property Insurance – GC 11.1.1(g)

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:

(1) the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or;

(2) TWO MILLION DOLLARS (\$2,000,000),

but in no event shall the sum be greater than TWENTY MILLION DOLLARS (\$20,000,000).

.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss or damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

## **PART 15 - COVID VACCINE REQUIREMENTS**

Add new:

15.1 The *Contractor* acknowledges receipt of an October 18, 2021 memorandum from the Provincial Health Services Authority to all contractors, vendors, consultants and suppliers for B.C.'s health authorities referencing a Provincial Health Officer (PHO) order requiring vaccination of staff. The *Contractor* shall comply with the requirements of that memorandum and the applicable PHO order.