



TENDER NUMBER: **NWIT-13-17**

PROJECT TITLE: **4th Street Pedestrian Overpass**

PROJECT LOCATION: Intersection of 4th Street and Front Street  
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Wednesday, July 31, 2013**

MANDATORY  
BIDDERS MEETING: **2:00 PM (Local Time) on Wednesday, July 10, 2013**  
Front Street Parkade Upper level at Fourth Street Entrance  
(Corner of Columbia Street and Fourth Street)  
New Westminster, BC

DATE: June 27, 2013

**CITY OF NEW WESTMINSTER**  
**511 Royal Avenue**  
**New Westminster, BC**  
**V3L 1H9**

<u>Title</u>	<u>Dwg. No.</u>	<u>Pages</u>
Covering Pages		5 Pages
Instructions to Bidders		5 Pages
Bid Form		9 Pages
General Requirements		5 Pages
CCDC 2-2008 (including General Conditions)		33 Pages (not bound in Tender Documents)
Supplementary Conditions to CCDC 2-2008		8 Pages
Declaration – Living Wage Employer		1 Page
<b>DIVISION 01 GENERAL</b>		
01 53 00 – Mobilization / De-mobilization		1 Page
01 55 00 – Traffic Control, Vehicle Access and Parking		3 Pages
01 56 00 – Railway Property Protection and Control		3 Pages
<b>DIVISION 02 EXISTING CONDITIONS</b>		
02 45 01 – Pile Foundations, General		5 Pages
02 45 08 – Steel Pipe Piles		3 Pages
<b>DIVISION 03 CONCRETE</b>		
03 10 01 – Concrete Forms and Accessories		2 Pages
03 20 01 – Concrete Reinforcement		4 Pages
03 20 02 – Galvanized Concrete Reinforcement		3 Pages
03 30 54 – Structural Cast-in-Place Concrete		6 Pages
03 30 55 – Concrete Bridge Decks		5 Pages
03 41 01 – Plant-Precast Structural Concrete		5 Pages
03 48 23 – Precast Concrete Specialties		8 Pages
<b>DIVISION 05 METALS</b>		
05 12 23 – Structural Steel for Bridges		20 Pages
05 50 01 – Metal Fabrications		3 Pages
05 99 09 – Cable Stays		2 Pages

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<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>		
07 11 13 – Bituminous Damp-proofing		3 Pages
07 19 00 – Water Repellents		4 Pages
07 53 24 – EPDM – Conventional Roofing and Waterproofing		6 Pages
07 62 00 – Sheet Metal Flashing and Trim		4 Pages
07 92 10 – Joint Sealing		4 Pages
<b>DIVISION 08 DOORS AND WINDOWS</b>		
08 44 30 – Structural Glazed Assemblies		9 Pages
08 80 50 – Glazing		9 Pages
08 90 00 – Louvers and Vents		8 Pages
<b>DIVISION 09 FINISHES</b>		
09 90 00 – Preparation of Hot Dip Galvanized Surfaces for Painting		4 Pages
09 97 20 – Coating of Structural Steel		1 Page
<b>DIVISION 14 CONVEYING EQUIPMENT</b>		
14 21 23 – Electric Traction Passenger Elevators		16 Pages
<b>DIVISION 26 ELECTRICAL</b>		
26 00 10 – Electrical: General Requirements		12 Pages
26 00 50 – Electrical Installation		22 Pages
26 16 02 – Electrical Kiosks		3 Pages
<b>DIVISION 31 EARTHWORK</b>		
31 22 13 – Rough Grading		3 Pages
31 23 10 – Excavating, Trenching, and Backfilling		6 Pages
<b>DIVISION 32 EXTERIOR IMPROVEMENTS</b>		
32 13 13 – Concrete Paving		16 Pages
32 15 40 – Crushed Stone Surfacing		8 Pages
32 31 13 – Chain Link Fences and Gates		5 Pages

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32 31 20 – Stainless Steel Fencing Panels		2 Pages
32 31 21 – Galvanized Steel Fencing Panels		2 Pages
32 32 34 – Mechanically Stabilized Earthen Retaining Walls		11 Pages
32 91 20 – Growing Medium Preparation and Placement		11 Pages
32 92 13 – Hydro-mulching		6 Pages
32 93 10 – Plants and Planting		12 Pages
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**1.0 Scope Of Work**

- 1.1 Provide all labour, materials, plant, and equipment necessary to construct a cantilevered pedestrian overpass from the edge of Westminster Pier Park to the Front Street Parkade Upper Level, aligning with 4<sup>th</sup> Street, as specified in the Tender Documents, General Requirements, Specifications, and Drawings.

**2.0 Owner**

- 2.1 The owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, herein after referred to as the “City”.

**3.0 Submission Of Tender**

- 3.1 Bidders shall submit the Tender on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-13-17 4<sup>th</sup> Street Pedestrian Overpass**.

- 3.2 The completed Tender shall be submitted to:

Information Desk  
City of New Westminster  
511 Royal Avenue  
New Westminster, BC, V3L 1H9  
Attention: Purchasing Manager

- 3.3 The City shall receive Tenders at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Wednesday, July 31, 2013.**

- 3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.

- 3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.

- 3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.

- 3.7 The City will not open this Tender in public.

**4.0 Addenda**

- 4.1 Should addenda to the Bid Documents be required for any reason, it is the City’s intention not to issue addenda during a period three (3) days prior to the Bid Closing date and time.

- 4.2 Bidders are responsible for checking the City’s website for any addenda or other information relating to this Invitation to Tender.

- 4.3 All Addenda become part of the Contract Documents. Bidders should include adjustment costs in the Bid Price.

4.4 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

**5.0 Living Wage Policy**

5.1 Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2013 for the Lower Mainland is \$19.62, assuming no benefits are provided by the employer.

5.2 In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility  
<http://livingwageforfamilies.ca/calculator/>

5.3 The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**

5.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.

5.5 Please review the City’s Living Wage Policy for further information  
[http://www.newwestcity.ca/business/living\\_wage\\_employer.php](http://www.newwestcity.ca/business/living_wage_employer.php)

**6.0 Acceptance Of Bid**

6.1 The City is not obligated to accept the lowest or any tender and may reject all bids.

6.2 The City may waive any non-compliance with the Bid Documents.

6.3 The City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

6.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the closing date.

**7.0 Revision Of Bid**

7.1 A Bid Form already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified for the closing of this Tender.

7.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder’s entries on the delivered Bid Form.

7.3 The City **will not** accept revisions of Bids by facsimile or email.

**8.0 Evaluation Of Bids**

8.1 The City will review and evaluate all valid submitted bids. The City will evaluate Bids based on the Offer Price, Separate Prices, Unit Prices, Schedule, and References.

**9.0 Knowledge Of Site And Work**

9.1 Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the bidder are warranted. The City makes no representation or warranty as to the conditions of the site.

**10.0 Documents Required Of The Successful Tenderer**

10.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the Contractor shall provide some or all of the following documents and/or requirements to the City:

- a) Certificate of Good Standing from WorkSafe BC;
- b) Proof of Insurance as required under the CCDC 41 – CCDC Insurance Requirements and the Supplementary General Conditions of this tender;
- c) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
- d) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
- e) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
- f) Proof of a valid City of New Westminister Business License;
- g) A Construction Schedule as required under the CCDC Contract General Conditions;
- h) Performance Security and Labour and Material Payment Security as called for on page 5 of 5 of the Instructions to Bidders.

**11.0 Permits**

11.1 If requested, the Contractor shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit.

11.2 The successful Bidder is required to obtain a City of New Westminister Business license prior to commencement of work.

**12.0 Pricing Requirements**

12.1 All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the Goods and Services Tax (GST) shall be excluded from the price.

**13.0 Queries**

13.1 The City requests Bidders to advise the City of any errors, conflicts, or omissions in the Bid Documents, prior to Tender closing, so the City may issue an addendum.



- 13.2 After the Bid is accepted, bidders shall abide by the City's decision in the correction of previously unidentified obvious errors, conflicts, or omissions.
- 13.3 Address all queries or requests for additional information to:  
Heather Rossi, Purchasing Department,  
City of New Westminster,  
E-mail: [hrossi@newwestcity.ca](mailto:hrossi@newwestcity.ca)
- 13.4 The City cautions Bidders that information obtained from any other source is not official and may be inaccurate.
- 13.5 The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section.

**14.0 Mandatory Bidders' Meeting**

- 14.1 The City has arranged a **Mandatory Bidders' Meeting on Wednesday, July 10, 2013 at 2:00 PM meet on the upper level of the Front Street Parkade at the intersection of 4<sup>th</sup> Street and Columbia Street, New Westminster.**
- 14.2 To be eligible to submit a Bid for this Tender, Bidders must attend the **Mandatory Bidders' Meeting**. Failure to attend the Mandatory Bidders Meetings will result in disqualification of the Bidder.
- 14.3 If requested, the City will provide the company name and phone number of the attendees at the Mandatory Bidders Meeting, by posting an attendance list on the City's website.

**15.0 Bid Security, Performance Bonding and Guarantees**

- 15.1 All Bidders are required to provide with their Bid, Bid Security in a form acceptable to and payable to the City of New Westminster. The amount of the Bid Security must be equal to ten percent (10%) of the Offer Price (excluding GST), and one of the following types:
- a) Bid Bond;
  - b) Certified Cheque;
  - c) Irrevocable Letter of Credit; or
  - d) Bank Draft.
- 15.2 If, after Award of Contract, the Bidder refuses to enter into the Contract, the Bid Security (if any) may be forfeited to the City of New Westminster because of its damages, without prejudice to the City's remedies for the Bidder's breach of contract.
- 15.3 **Failure to provide Bid Security (when required) will result in disqualification of the Bidder.**

- 15.4 The Successful Bidder will be required to provide to the City of New Westminister, in a form acceptable to the City, Performance Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
- a) Certified Cheque;
  - b) Irrevocable Letter of Credit;
  - c) Bank Draft; or
  - d) A Performance Bond.
- 15.5 The Successful Bidder will be required to provide to the City of New Westminister, in a form acceptable to the City, Labour and Material Payment Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
- a) Certified Cheque;
  - b) Irrevocable Letter of Credit;
  - c) Bank Draft; or
  - d) A Labour and Material Payment Bond, the Bond must be a Broad Form bond protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

**16.0 Form Of Contract**

- 16.1 Any contract arising from this Invitation to Tender will use the CCDC 2 – 2008 Stipulated Price Contract (not bound in the tender documents) and the Supplementary Conditions included in the Tender Documents.

**17.0 Ownership Of Tenders And Freedom Of Information**

- 17.1 All documents submitted to the City of New Westminister become the property of the City, and as such, the City advises Bidders that parts, or all, of their bids may be subject to the provisions of *British Columbia's Freedom of Information and Privacy Protection Act (FOIPPA)* and *Community Charter*. Bidders who wish to protect particular parts of their bids from disclosure under the FOIPP Act should specifically identify any information or records with their bids that constitute trade secrets and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information. The City, as owner of the documents submitted, retains the right to copy the documents.

**End of Instructions to Bidder**

**1.0 PROJECT**

Title: **4th Street Pedestrian Overpass**

Location: 4th Street and Front Street, New Westminster, BC

**2.0 BIDDER**

Name: \_\_\_\_\_  
(Hereinafter referred to as the "Bidder")

Address: \_\_\_\_\_  
(including postal code)

Contact Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

**3.0 OWNER**

The Owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, hereinafter referred to as the "City".

**4.0 OFFER**

4.1 The Bidder, having examined the Bid Documents and having gained full knowledge of the scope, character and location of the work and having become familiar with the local conditions, hereby offers to the City to execute the Work for the above named project in accordance with the Bid Documents for the amount of:

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_), the contract price, which price shall be subject to adjustments as may be provided in the Tender Documents. The contract price **excludes** the Goods and Services Tax (GST).

4.2 The Contractor acknowledges that the City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

**5.0 PRICE BREAKDOWN**

5.1 The Total Base Bid (Offer) shown in 4.1 Offer (above) shall be the total of the amounts inserted for items listed below within the Base Bid category. Each of these amounts shall truly represent the value of the work proportionate to the Total Base Bid.

- 5.2 Base Bid breakdown prices and unit prices shall be based on descriptions and units as described in the specifications and drawings, and shall be all found, including the proportionate amount of General Requirements, overhead and profit.
- 5.3 The Owner reserves the right to award a contract for all or part of the work based on the Total Base Bid plus the totalled prices for Options and Unit Price Work that the Owner elects to add or remove from the Contract.

<b>Item</b>	<b>Description (and Payment Clause)</b>	<b>Price Breakdown</b>
<b>Base Bid</b>		
<b>1.0</b>	<b>General</b>	
1.1	Mobilization / De-mobilization (01 53 00 – 1.2)	\$
1.2	Traffic Control, Vehicle Access & Parking (01 55 00 – 1.5)	\$
1.3	Railway Property Protection & Control (01 56 00 – 1.4)	\$
<b>2.0</b>	<b>Foundations</b>	
2.1	De-construction and Re-instatement of Deltalok Wall at Interface with Foundations (02 45 01 – 1.1.1)	\$
2.2	Foundation Excavation and Backfill (02 45 01 – 1.1.2)	\$
2.3	Piling Mobilization / De-mobilization (02 45 01 – 1.1.3)	\$
2.4	Supply and Install $\phi$ 914 x 15.9 Piles (02 45 01 – 1.1.4)	\$
2.5	Reinforced Concrete Filling of $\phi$ 914 x 15.9 Piles (02 45 01 – 1.1.5)	\$
<b>3.0</b>	<b>Structural Steel</b>	
3.1	Construct Tower Concrete-Filled Columns, Bracing and Deck Framing Girders (05 12 23 – 1.3 & 03 30 54 – 1.3.3)	\$
3.2	Construct Pylons, including Cable Anchorages (05 12 23 – 1.3)	\$

Item	Description (and Payment Clause)	Price Breakdown
<b>Base Bid</b>		
3.3	Construct Overpass Deck Framing Girders, Outriggers and Hinged Ramp (05 12 23 – 1.3)	\$
3.4	Construct Staircase Column and Framing Girders (05 12 23 – 1.3)	\$
3.5	Construct Existing Parkade Fencing Support Girder Framing, including anchorages (05 12 23 – 1.3)	\$
3.6	Construct Elevator Structural Framing (05 12 23 – 1.3)	\$
3.7	Dywidag Tempcore Threadbar 40T Stay System (05 99 09 – 1.4.1)	\$
<b>4.0</b>	<b>Concrete</b>	
4.1	Supply and Install Precast Deck Stay-in-Place Forms (03 41 01 – 1.6.1)	\$
4.2	Supply and Install Precast Concrete Staircase Treads, including all inserts and nosing strip (03 48 23 – 1.6.1)	\$
4.3	Construct Tower Concrete Pilecap and Screen Wall (03 30 54 – 1.3.2)	\$
4.4	Construct Tower Concrete Bridge Deck (03 30 55 – 1.3.1)	\$
4.5	Construct Overpass Concrete Bridge Deck (03 30 55 – 1.3.2)	\$
4.6	Construct Staircase Concrete Footing (03 30 54 – 1.3.5)	\$
4.7	Construct Staircase Concrete Landings (03 30 54 – 1.3.5)	\$
4.8	Existing Parkade Concrete Cantilever Partial Demolition (03 30 54 – 1.3.7)	\$
4.9	Existing Parkade Concrete Cantilever Retrofit (03 30 55 – 1.3.3)	\$

Item	Description (and Payment Clause)	Price Breakdown
<b>Base Bid</b>		
<b>5.0</b>	<b>Railings &amp; Fencing</b> (Hts above deck level)	
5.1	Supply and Install Tower Platform 1.22 m High Railing (05 12 23 – 1.3.4)	\$
5.2	Supply and Install Staircase 1.07 m High Railing (05 12 23 – 1.3.5)	\$
5.3	Supply and Install Overpass 3.19 m High Fencing (05 12 23 – 1.3.6)	\$
5.3	Remove and Dispose Existing Parkade Fencing and associated supports over replacement zone (05 12 23 – 1.3.7)	\$
5.4	Supply and Install Existing Parkade 1.83 m High Fencing (05 12 23 – 1.3.8)	\$
<b>6.0</b>	<b>Enclosures</b>	
6.1	Elevator and Canopy Structural Glazed Assembly (08 44 30 – 1.10.1)	\$
6.2	Elevator Enclosure Finishing (08 44 30 – 1.10.2)	\$
6.3	Glass Enclosure of Curb Trench Lighting (08 44 30 – 1.10.2)	\$
<b>7.0</b>	<b>Conveying Equipment</b>	
7.1	Machine Room-Less (MRL) Traction Passenger Electric Elevator (14 21 23 – 1.10.1)	\$
<b>8.0</b>	<b>Electrical</b>	
8.1	Structure Type A Lighting System (26 00 10 – 1.32.1)	\$
8.2	Pole Mounted Type B Luminaire System (26 00 10 – 1.32.2)	\$
8.3	Curb Trench Type C Lighting System (26 00 10 – 1.32.3)	\$

Item	Description (and Payment Clause)	Price Breakdown
<b>Base Bid</b>		
8.4	Elevator Lighting and Power Supply System (26 00 10 – 1.32.4)	\$
8.5	Elevator Ancillary Systems (26 00 10 – 1.32.5)	\$
8.6	Electrical Enclosure Cabinet (26 00 10 – 1.32.6)	\$
8.7	Tie-in of New Electrical systems to Existing Concession Building Electrical Room (26 00 10 – 1.32.7)	\$
<b>9.0</b>	<b>Landscaping</b>	
9.1	Modify, Supply and Install Hard Landscaping (32 15 40 – 1.9.1)	\$
9.2	Modify and Construct New Integrated Concrete Paving (32 13 13 – 1.9.1)	\$
9.3	Modify, Supply and Install Soft Landscaping (32 93 10 – 1.13.1)	\$
<b>10.0</b>	<b>Miscellaneous</b>	
10.1	Supply and Install Overpass Deck Drainage and Pilecap Pit Drainage Systems (05 50 01 – 1.3.2)	\$
	<b>Subtotal</b>	\$
	<b>TOTAL BASE BID (EXCLUDING GST)</b>	\$
	GOODS AND SERVICES TAX (GST)	\$
	<b>TOTAL LUMP SUM BASE BID</b>	\$

**6.0 ALTERNATE PRICES**

- 6.1 Separate Price (item 6.2.1) is **not to be included** in the Offer amount shown in 4.1 above.
- 6.2 Alternate Price is to include all work as described in the drawings and specifications and associated work and costs necessary to complete the work as described. The Alternate Price shall represent the difference between the base bid work and the Alternate Price work, shown as added or deducted from the Offer required in 4.1 above. Alternate Price is **not** to include GST.

Item	Description (and Payment Clause)	Add or Deduct
6.2.1	<p><u>Replace</u> overpass and parkade fencing stainless steel mesh panels and supporting stainless steel frames, <u>with</u> pre-galvanized steel mesh panels and supporting hot-dipped galvanized steel frames, in accordance with project specifications. (32 31 20 – 1.4.1 &amp; 32 31 21 – 1.4.1)</p>	\$

**7.0 UNIT PRICES**

- 7.1 Separate Prices (items 7.3.1 to 7.3.2 below) are **not to be included** in the Offer amount shown in 4.1 above.
- 7.2 Unit Prices are to include all work as described and associated work and costs necessary to complete the work as described. Unit Prices are **not** to include GST.
- 7.3 The City may use the Unit Prices to add work to or delete work from the Contract.
- 7.4 The Bidder offers to provide the following materials and labour for extra work as authorized by the City for the following unit rates.

Item	Description (and Payment Clause)	Rate per Unit
7.3.1	<p>Extra-over for Supply and Installation of <math>\phi</math> 914 x 15.9 Piles (Units: m) (02 45 01 – 1.1.6)</p>	\$
7.3.2	<p>Heating and hoarding for deck concrete (Units: Lump Sum) (03 30 54 – 1.3.4)</p>	\$



**8.0 FORCE ACCOUNT WORK RATES**

8.1 The Bidder offers to provide the following equipment and labour for additional work as authorized by the City for the following unit rates:

8.2 These rates shall be all found and shall include all profit and overhead.

	<b>Equipment Type</b>		<b>Rate (all found)</b>
.1	Pickup Truck	\$	/hour
.2	Tandem Axle Dump	\$	/hour
.3	Tandem & Trailer	\$	/hour
.3	Single Axle Dump	\$	/hour
.4	Rubber Tire Backhoe	\$	/hour
.5	Bobcat	\$	/hour
	<b>Labour Classification</b>		<b>Rate per Hour (all found)</b>
.6	Foreman	\$	/hour
.7	Equipment Operator	\$	/hour
.8	Labourer	\$	/hour
.9	Flag person	\$	/hour
.10	Grade person	\$	/hour
.11	Concrete Finisher	\$	/hour
.12	Carpenter	\$	/hour
.13	Other (detail):	\$	/hour
.14	Other (detail)	\$	/hour

**9.0 ADJUSTMENTS TO CONTRACT PRICE**

9.1 The Contractor further offers to carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions.

**10.0 SCHEDULE**

10.1 The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City within \_\_\_\_\_ days from the date of the Notice to Proceed.

10.2 The City requires the Work to be substantially complete, in a manner acceptable to the City, by **February 21, 2014**.

10.3 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

**11.0 ADDENDA**

11.1 Any addenda issued by the City shall become part of the Bid Documents.

11.2 The Contractor acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

<u>Addendum No.</u>	<u>Dated</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**12.0 SUBCONTRACTORS**

12.1 The Contractor confirms that following is a list of all the subcontractors who will be employed for the Work. No other subcontractors will be employed unless prior written approval is received from the City.

<u>Name of Subcontractor</u>	<u>Item of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**13.0 CONTRACTOR NUMBERS**

13.1 Contractor's WorkSafe BC Firm Number is \_\_\_\_\_

13.2 Contractor's City of New Westminister Business License Number is \_\_\_\_\_  
(to be obtained before contract award)

**14.0 REFERENCES Note: Failure to complete this section may result in disqualification.**

14.1 Bidders shall provide sources for three (3) references (companies for whom work of a similar nature was done in the past five (5) years, including the City of New Westminster).

1 Company Name: \_\_\_\_\_

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

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

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

2 Company Name: \_\_\_\_\_

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

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

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

3 Company Name: \_\_\_\_\_

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

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

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

**15.0 ACCEPTANCE**

15.1 Acceptance of this offer by the City will be made by the issuance of a Letter of Award.

**16.0 SIGNATURES**

SIGNED, SEALED, AND DELIVERED by the Contractor:

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Legal Signing Authority)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Date)

**End of Bid Form**

**1.0 Summary Of Work**

- 1.1 The Contractor shall provide all labour, materials, products, equipment, services, and incidentals required to complete the Contract Work as indicated in the Contract Documents and amendments.

**2.0 Coordination**

- 2.1 The Contractor shall coordinate and direct the execution of the work including directing the subcontractors.

**3.0 Submittals**

**3.1 Pre-Construction Submittals**

- .1 The following submittals shall be provided by the contractor for the City's review within seven (7) days of award of the contract:
- a) Certificate of Good Standing from WorkSafe BC;
  - b) Proof of Insurance as required under the CCDC 41 – CCDC Insurance Requirements and the Supplementary General Conditions of this tender;
  - c) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
  - d) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
  - e) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
  - f) Proof of a valid City of New Westminster Business License;
  - g) A Construction Schedule as required under the CCDC Contract General Conditions;
  - h) Performance Security and Labour and Material Payment Security as called for on page 5 of 5 of the Instructions to Bidders.

**3.2 Shop Drawings & Samples**

- .1 Shall be provided to the Consultant in a timely manner prior to ordering of the material and equipment.

**3.3 Submittals For Substantial Performance**

- .1 The following submittals shall be provided by the contractor for the Consultant's review upon the Contractor's request for Certificate of Completion of the Contract:
- a) Final inspection certificates from the authorities having jurisdiction;
  - b) Deficiency list, complete with a cost estimate of the value of remaining deficiencies;
  - c) Record Set Drawings - one set of white print working drawings neatly marked up in red indicating any as-built conditions that vary from the original drawings;
  - d) Data Manuals - 2 copies, typed 8.5" x 11" format, submitted in 3 ring hard cover binders including the following:
    - i) List of Sub-trades;
    - ii) Shop drawings;
    - iii) Operation and maintenance information;
    - iv) Warranties.

**4.0 Maintenance Manuals**

4.1 At the time of application for Substantial Performance, provide the City with maintenance manuals as specified in the Contract Documents.

**5.0 Utilities And Services**

5.1 The City shall provide, at no cost to the Contractor for the related work, cold water, and electrical power.

5.2 The Contractor may use washrooms in the adjacent Concession Building.

5.3 All other utilities and/or services required by the Contractor shall be the responsibility of the Contractor.

**6.0 Security**

6.1 The Contractor shall be responsible for the security of the job site building as related to the Work. Comply with all fire regulations during the period of construction. Leave no portion of existing buildings unlocked after public visiting hours at any time. Coordinate with the City as necessary. Except for designated public entrances, all doors will remain locked at all times.

**7.0 Access**

7.1 Access to the site will be from the Begbie Street level crossing into the Westminster Park parking access.

**8.0 Dangerous Materials**

8.1 No gasoline or other dangerous materials shall be stored on the site.

8.2 The Contractor shall separate any dangerous or hazardous materials removed from the site and take to the appropriate recycling or disposal station(s).

**9.0 Site Control And Organization**

9.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily.

**10.0 Site Meetings**

10.1 The Contractor shall coordinate and attend regular monthly site meetings for the purpose of coordinating and expediting the progress of the work.

10.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.

10.3 The Consultant shall record and distribute the minutes of the site meetings.

**11.0 Pre-Construction Conference**

11.1 The City shall advise the Contractor of the time and location of a pre-construction meeting that representatives of the Contractor and his trades shall attend prior to the start of any construction of this contract. The purpose of the meeting is to review site conditions, scheduling and other contractual items.

**12.0 Rectify Damages**

12.1 The Contractor shall make good any damage or spillage to adjacent buildings, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the contract and to the satisfaction of the City. The Contractor shall perform all work in a manner that ensures the minimum interference with normal use of public spaces and facilities.

**13.0 Rejected Work**

13.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be removed from the site by the Contractor and replaced and/or re-examined promptly in accordance with the Contract Documents, all at the Contractor's expense.

**14.0 Quality Of Work**

14.1 Workmanship shall be of the highest quality. When not specified elsewhere, the Contractor shall perform work in accordance with recognized trade standards and according to product manufacturer's recommendations.

**15.0 Temporary Supports**

15.1 The Contractor shall be responsible for all temporary supports, bracing, or similar structural work as may be required during the carrying out of the Contract Work.

**16.0 Consultation With Owner**

16.1 The Contractor shall contact the City immediately:

- .1 For clarification regarding the Contract Work for information in addition to what is provided in the Contract Documents;
- .2 If any conflicts or inaccuracies are discovered in the Contract Documents;
- .3 If any site conditions become apparent that require revisions to the project design and Contract Documents;
- .4 For coordination and approval of shutdowns of building systems, the City prohibits any shutdown of building systems during normal working hours.

**17.0 Protection Of The Public And Others**

- 17.1 The Contractor shall take adequate measures to protect the public, City of New Westminster staff, the railway company staff, and others on site from injury, damage, or other loss resulting from construction and related activities. Included within the Contractor's work are hoarding, signage, and similar items appropriate for construction conditions and the progress of the job. The City shall have complete jurisdiction over entry of Contractor's workers and vehicle access to site and existing buildings. The Contractor shall make building access arrangements in consultation with applicable staff.
- 17.2 The Contractor will be required to meet with the City's representative on site to review and accept responsibilities as identified in the City's Prime Contractor Designation, Risk Assessment, and Pre-Job Meeting forms.

**18.0 Hours Of Work**

- 18.1 The Contractor shall carry out all work within the period between 7:30 am through 7:00 pm, Monday through Friday.
- 18.2 Scheduled nighttime and weekend work for special operations shall be coordinated with the City and railway companies, and approved by the City prior to the planned operations.
- 18.3 The Contractor shall coordinate schedule with the applicable City and railway company staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

**19.0 Contractor Closeout**

**19.1 Final Accounting**

- .1 Final statement of account - submit to Owner reflecting all adjustments and the following:
- a) Original Contract Sum;
  - b) Additions and deductions resulting from:
    - i) Change Orders;
    - ii) Unit Prices;
    - iii) Other adjustments;
    - iv) Deductions for uncorrected work;
  - c) Total Contract sum as adjusted;
  - d) Previous payments;
  - e) Sum remaining due.
- .2 The City retains the right to obtain proof of payment, in the form of a Statutory Declaration, of all sub-trades and material suppliers from the Contractor prior to making final payment.

**19.2 Project Closeout**

- .1 Clean site of materials and debris created by the Construction;
- .2 Submit written acceptance that utility companies have inspected services to their satisfaction;

- .3 Provide Consultant with all Warranty and Bond Certificates with:
  - a) The proper name and address of the Owner and of the Project;
  - b) The date the warranty commences, which corresponds to the date of Substantial Performance;
  - c) A clear statement of what is being warranted as referenced in the Specifications;
  - d) The signature and seal of the company issuing the warranty, countersigned by the Contractor;
- .4 Attend a final walk-through with the City and Consultant to identify any final deficiencies;
- .5 Make good all known deficiencies in the work and notify the Consultant of readiness for final inspection only after completion of these items;
- .6 The Consultant will review completion of deficiencies during one review only. Additional reviews required to check un-rectified deficiencies or incomplete work will be back-charged by the Owner on the Contractor's progress payments and paid from those funds.

**End of General Requirements**



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These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 - 2008 and form a part of this Contract. In the event of any conflict between the provisions of the Contract Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

## **ARTICLE A-5 PAYMENT**

Paragraph 5.3 Interest –

*Delete in its entirety.*

## **DEFINITIONS**

Section 6 Contract Documents

*Insert “written” immediately before the word “amendments”, in the second line.*

## **GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

### **PART 1 GENERAL PROVISIONS**

#### **GC 1.1 CONTRACT DOCUMENTS**

**1.1.7.1** *Between “the Agreement between the Owner and the Contractor” and “Definitions” –*

*Insert “Addenda”*

### **PART 2 ADMINISTRATION OF THE CONTRACT**

#### **GC 2.2 ROLE OF THE CONSULTANT**

**2.2.1** *Insert the following after the words “Contract Document”*

*“until complete performance of the Work, and during the warranty period as required.”*

**2.2.7** *Delete the words “, except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER” from the first line.*

### **PART 3 EXECUTION OF THE WORK**

#### **GC 3.5 CONSTRUCTION SCHEDULE**

*Add the following:*

**3.5.2** *“The Contractor will perform the Work in compliance with the construction schedule. If, for any reason, the Work falls behind the schedule for the Work set forth in the construction schedule the Contractor shall as part of the Work either:*

- (a) *if in accordance with the Contract Documents the delay entitles the Contractor to a time extension the Contractor shall forthwith prepare and deliver to the Consultant a revised construction schedule to the reasonable satisfaction of the Consultant indicating the revised dates for the remaining activities of the Work; or*
- (b) *if in accordance with the Contract Documents the delay does not entitle the Contractor to a time extension then the Contractor shall take such steps as required to bring the Work back into conformity with the construction schedule.*

*Failure to comply with the requirements of this section shall be deemed to be a default under the Contract to which the provisions of GC 7.1.2 apply.”*

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

*Add the following to the end of:*

**3.7.2** *“The Contractor shall not employ any Subcontractor, or change Subcontractor, without the written approval of the Consultant, which approval will not be unreasonably withheld.”*

#### **GC 3.8 LABOUR AND PRODUCTS**

*Add the following:*

**3.8.4** *“Immediately upon receiving from the Consultant or the Owner a written notice stating the Consultant’s or the Owner’s reasonable objection to the work conduct of any superintendent, foreman or worker on the Project site, the Contractor will remove such persons from the Project site.”*

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### GC 3.9 DOCUMENTS AT THE SITE

**3.9.1** Insert “reviewed shop drawings” *immediately after the words* “Contract Documents”, *in the first line.*

### GC 3.10 SHOP DRAWINGS

Add the following to the end of:

**3.10.1** “The shop drawings provided by the *Contractor* will be complete and show the entire extent of the relevant portion of the *Work*.”

Add the following:

**3.10.13** “Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner’s* property.”

**3.10.14** “The *Contractor* shall not proceed with the *Work* to which a *Shop Drawings* applies before the *Consultant* has reviewed and returned the shop drawing as provided by GC 3.10.12.”

## PART 4 ALLOWANCES

### GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

**5.2.3** Delete “Products delivered to the *Place of Work*.”

Add the following to the end of:

**5.2.3** “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”

**5.2.7** Delete in its entirety.

**5.2.8** Add “Payment for fabricated steelwork delivered to the *Place of Work* shall be 1/3<sup>rd</sup> of the installed steelwork bid item cost.”

### GC 5.3 PROGRESS PAYMENT

**5.3.1.2** Delete “10 calendar days” and replace with “thirty (30) calendar days”

Add the following:

**5.3.2** “The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor’s* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor’s* behalf.”

**5.3.3** “The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.”

**5.3.4** “In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* estimates as the total cost to complete the deficiencies or a minimum of one thousand (\$1000.00) dollars, whichever is greater.”

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#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

Add the following:

- 5.4.4** “The *Contractor’s* application for *Substantial Performance of the Work* will constitute a waiver by the *Contractor* of all claims except those then previously made in writing to the *Owner*.”

#### **GC 5.5 PAYMENT OF HOLDACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.3** *Delete in its entirety.*

#### **GC 5.7 FINAL PAYMENT**

Add the following:

- 5.7.5** “The *Consultant* will not issue the final certificate for payment until the *Contractor* has submitted a release from the Workers Compensation Board covering work of the *Contract* to completion, plus inspections and approval certificates of all authorities with jurisdiction.”
- 5.7.6** “The issuance of a final certificate for payment in no way relieves the *Contractor* from correcting defects or deficiencies not apparent at the time the certificate is issued.”

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER’S RIGHT TO MAKE CHANGES**

Add the following:

- 6.1.3** “Whenever the *Consultant* delivers a written request to the *Contractor* for a quotation of a possible change, the *Contractor* will within 10 days after receiving such request provide to the *Consultant* in writing a quotation of the value of the contemplated change (increase or decrease) and a statement of the effect, if any, of the contemplated change on the construction schedule. The *Contractor’s* written quotation and statement will be interpreted to include all costs, including any indirect or “impact” effects, and all effects on the construction schedule. The *Contractor* will not be entitled to claim on account of any cost or effect not included specifically in the quotation and statement unless the quotation and statement specifically itemize and describe such indirect effects.”

#### **GC 6.2 CHANGE ORDER**

Add the following at the end of:

- 6.2.1** “There shall be no adjustment to the *Contract Time* should the *Contractor* fail to present a request for a specific adjustment to the *Contract Time* in response to a notice describing a proposed change in the *Work*.”

Add the following:

- 6.2.3** “A *Change Order* shall be a final determination of adjustments in the *Contract Price* and *Contract Time*. There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever based on the quantity, scope, or cumulative value of changes in the *Work*.”
- 6.2.4** “The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*.
- .1 by estimate and acceptance in a lump sum;
  - .2 where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
  - .3 by costs and a percentage fee for overhead and profit.”
- 6.2.5** “When a change in the *Work* is proposed or required, the *Contractor* shall present to the *Consultant* for approval its claim for a change, if any, in the *Contract Price* and change, if any, in *Contract Time* with full documentation and complete itemized cost breakdown in a form acceptable to the *Consultant* and the *Owner*. The *Contractor* shall make available original documentation and records for audit as may be requested by the *Consultant* or *Owner*. The *Consultant* shall satisfy itself as to the correctness of such claim and, when approved by the *Owner*, a *Change Order* shall be issued to the *Contractor* amending the *Contract Price* and *Contract Time* as appropriate. The value of *Work* performed in the *Change Order* shall be included for payment with the regular certificates for payment.”

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- 6.2.6** “In the case of changes in the *Work* to be paid for under methods .2 and .3 of paragraph 6.2.4, the form of presentation of costs and methods of measurement shall be agreed to by the *Consultant*, *Contractor* and the *Owner* before proceeding with the change. The *Contractor* shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the *Work*, together with vouchers and complete documentation where applicable. The *Contractor* shall make available original documentation and records for audit as may be requested by the *Consultant* or *Owner*.”
- 6.2.7** “In the case of changes in the *Work* to be paid for under methods .1, .2 or .3 of paragraph 6.2.4 *Contractor* and *Subcontractor* overhead and profit shall be limited to and calculated as follows:
- .1 Work carried out by the *Contractor’s* own forces or *Subcontractor*: 10% overhead and profit combined.
  - .2 *Contractor’s* overhead and profit on *Subcontractor’s* work: 10% overhead and profit combined.
  - .3 Credits to the *Owner’s* account: For changes involving deletions only, *Contractor’s* and *Subcontractor’s* overhead and profit shall not be deducted.
  - .4 *Contractor’s* and *Subcontractor’s* overhead and profit shall be calculated on net additional work only, after all credits have been deducted. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the *Work*.”
- 6.2.8** “Costs for the purposes of subparagraph 6.2.4.3 shall be limited to those items described in paragraph 6.3.7 of GC 6.3-CHANGE DIRECTIVE.”
- 6.2.9** “If the method of valuation, measurement, change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with, then the *Consultant* in the first instance will determine the method of valuation, measurement, the change in *Contract Price* and *Contract Time* subject to final determination in the manner set out in PART 8 – DISPUTE RESOLUTION and the *Contractor* shall promptly proceed with the change.”
- 6.2.10** “In the case of a dispute in the valuation of a change authorized in the *Work* and pending final determination of such value, the *Consultant* will certify the value of work performed in accordance with the *Consultant’s* valuation of the change and include the amount with the regular certificates for payment. The *Contractor* shall keep accurate records of quantities and cost of such work. The *Contractor* shall make available original documentation and records for audit as requested by the *Consultant* or *Owner*.”
- 6.2.11** “It is intended in all matters referred to above that the *Consultant*, the *Owner*, and *Contractor* shall act promptly.”
- 6.2.12** “If notice of any change affecting the scope of the *Work* or the provisions of the *Contract Documents* (including, but not limited to, *Contract Price* or *Contract Time*) is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the *Contractor’s* responsibility. The *Contractor* shall provide written notice of any such change to the surety and obtain the written consent or acknowledgement of the surety to such change if required in order to ensure continued bonding of the *Contract*. The amount of each applicable bond shall be adjusted to reflect the effect of any such change.”

### **GC 6.3 CHANGE DIRECTIVE**

*Add the following sentence to the end of:*

- 6.3.4** “The allowance for overhead and profit shall be limited to and calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER.”
- 6.3.7** “All other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER.
- 6.3.7.1** *In subparagraph 6.3.7.1 add “construction” before “personnel” and after “personnel” add “excluding administrative, clerical, and supervisory personnel, and for only the portion of their time required for the work attributable to the change”*

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**6.3.7.5** Delete “and hand tools not owned by the workers” and replace with “exclusive of hand tools”.

**6.3.7.9** After “subcontracts” add “provided, however, that the costs included in such amounts shall be limited to the actual cost of the items described in this paragraph 6.3.7 changing “Contractor” to “Subcontractor” as necessary”.

**6.3.7.10** Delete “such as” and replace with “of”.

**6.3.7.15** Delete in its entirety.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

*Add the following:*

**6.4.5** “The Contractor acknowledges that it has inspected the Place of the Work for the physical conditions described in GC 6.4.1 and has disclosed its findings to the Owner. The Contractor agrees not to seek any increases in the Contractor’s cost or time to perform the Work in respect of any conditions that were or ought to have been discovered upon reasonable inspection by the Contractor prior to the date of the Contract.”

#### **GC 6.5 DELAYS**

*Add the following to the end of:*

**6.5.4** No claim for additional payment arising from a delay will be payable to the Contractor unless the Contractor has prepared, or caused to be prepared, records of all Work and the costs of the Work, on a daily basis as the Work proceeds, and submits such records in support of the claim.”

*Add the following:*

**6.5.6** “The Owner may, at any time, give written direction to the Contractor for the Contractor to accelerate the Work, in which event the Contractor shall use reasonable best efforts to proceed with the Work more quickly, which may include hiring additional labour and equipment and/or working additional hours or shifts. If at the time of such direction by the Owner the Contractor is behind the approved Construction Schedule due to a cause within the Contractor’s control, then the cost of such acceleration shall be borne by the Contractor. If at such time the Contractor is not behind the construction schedule, or is not behind due to a cause within the Contractor’s control, then the cost of such acceleration shall be for the account of the Owner.”

**6.5.7** “If, for any reason, the Contractor deems it necessary to accelerate the Work, then the Contractor shall provide written notice of its intention to accelerate at least 24 hours prior to doing so.”

**6.5.8** “In the event of a delay which results in a stoppage of the Work, the Contractor shall take all reasonable steps to protect the Work for the entire period of the delay. The cost of such protection shall be paid as follows:

- (i) if under 6.5.1, or 6.5.2, the Owner will pay,
- (ii) if under 6.5.3 the Contractor will pay.”

#### **PART 7 DEFAULT NOTICE**

##### **GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

**7.1.2** Delete the words “and if the Consultant has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action” from the second and third lines.

##### **GC 7.2 CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

**7.2.3.1** Delete in its entirety.

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## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

**9.2.5.2** *Delete the words “which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible and which were not disclosed by the Owner or which were disclosed but have not been dealt with as required under paragraph 9.2.4.”.*

**9.2.5.3** *Immediately after the words “stopping the Work” in the first line, insert “if necessary”.*

**9.2.7** *Delete GC 9.2.7 in its entirety and replace it with the following:*

“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.2.6 determines, that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible:

- .1 the *Contractor* shall within 10 *Working Days* prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* shall, within 5 *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* did not approve the plan;
- .2 having received approval from the *Owner*, the *Contractor* shall promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan;
- .3 the *Contractor* shall make good any damage to the *Work*, the *Owner’s* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .4 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken by the *Contractor* pursuant to paragraphs 9.2.5 and 9.2.7;
- .5 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
- .6 the *Owner* shall indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.”

**9.2.8** *Delete .1 through .4 in their entirety and replace with the following:*

**9.2.8.1** “within 10 *Working Days* prepare and deliver to the *Owner*, with a copy to the *Consultant*, a plan for the safe removal from the *Place of the Work* and disposal of the toxic or hazardous substances and the *Owner* shall, within 5 *Working Days* of receipt of such plan, approve the plan or provide reasons to the *Contractor* why the *Owner* did not approve the plan”;

**9.2.8.2** “having received approval from the *Owner*, promptly take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose of the toxic or hazardous substances in accordance with the approved plan”;

**9.2.8.3** “make good any damage to the *Work*, the *Owner’s* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY”;

**9.2.8.4** “reimburse the *Owner* for reasonable costs incurred by the *Owner* with regard to the expert under paragraph 9.2.6”; and

**9.2.8.5** “indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.”

### GC 9.5 MOULD

**9.5.2** *Delete in its entirety and replace with the following:*

“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was caused by the *Contractor’s* operations under the

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*Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible, the *Contractor* shall, at the *Contractor's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .3 reimburse the *Owner* for reasonable expenses costs incurred with regard to the expert under paragraph 9.5.1.3; and
- .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.”

9.5.3 *Delete in its entirety and replace with the following:*

“If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines, that the presence of mould at or within the *Place of the Work* was not caused by the *Contractor's* operations under the *Contract*, or the operations of any *Subcontractor* or any person for whom the *Contractor* is responsible:

- .1 the *Contractor* shall take all reasonable and necessary steps to safely remediate or dispose of the mould;
- .2 the *Contractor* shall make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
- .3 the *Owner* shall reimburse the *Contractor* for the costs of all steps taken pursuant to paragraphs 9.5.3.1 and 9.5.3.2;
- .4 the *Owner* shall extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay;
- .5 the *Owner* shall indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.”

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

**10.2.1** *Add the following to the end of 10.2.1:*

“This *Contract* shall be construed according to the laws of British Columbia. The *Contractor* will undertake all *Work* in full compliance with all applicable laws, including without limitation all building codes, regulations and bylaws.”

**10.2.6** *Delete the words “knowing it to be” from the second line.*

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

**11.1.1**

- .1 In line 2, after “*Owner* and the *Consultant*” insert “, *sub-consultants* and *special consultants* as identified by the *Owner*,”
- .4 In line 1, after “*Owner* and the *Consultant*” insert “, *sub-consultants* and *special consultants* as identified by the *Owner*,”

**11.1.1.3** Delete in its entirety

**11.1.1.5** Delete in its entirety

### **GC 11.2 CONTRACT SECURITY**

**11.2.2** *Delete in its entirety and replace with the following:*

**11.2.2** If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*. The form of Performance Bond shall be in accordance with the latest edition of the CCDC approved Performance Bond form. The Labour and Materials Payment Bond shall be a Broad Form bond, protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

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## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

**12.1.1** Delete in its entirety and replace with the following:

“The *Contractor* shall indemnify the *Owner* from and against all claims, demands, losses, costs, damages, actions, suits or proceedings in respect to losses suffered by the *Owner*, including in respect to claims by third parties, that arise out of or relate to the *Contractor’s* involvement in the Project, including performance or non performance of the *Work*, including claims arising from:

- .1 negligent or wrongful acts or omissions of the *Contractor* or anyone for whose acts or omissions the *Contractor* is liable; or
- .2 breach of the *Contract* by the *Contractor*.”

**12.1.2** Delete the words “obligation of either party” and replace them with “*Contractor’s* obligation”.

**12.1.2.1** Delete the words “and the Contractor” in the first line; and delete the words “either party” and replace them with the words “the Contractor”.

**12.1.2.2** Delete the words “and the Contractor” in the first line; and delete the words “either party” and replace them with the words “the Contractor”.

**12.1.3** Delete the words “either party” and replace with the words “the Contractor” and delete the word “other” and replace with “*Owner*”.

### GC 12.2 WAIVER OF CLAIMS

12.2.1.1 Delete in its entirety.

12.2.2 Delete the words “paragraphs 12.2.1.2 and” and replace them with the word “paragraph”.

12.2.3 Delete in its entirety.

12.2.4 Delete in its entirety.

12.2.5 Delete in its entirety.

### CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5





## DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_