

CITY OF NEW WESTMINSTER

Engineering Department

Contract Documents For Contract NWIT-11- 30

2011 Watermain Replacement Program # 2

Owner: City of New Westminster

Contract Administrator: WEB Engineering Ltd.

City of New Westminster
PROJECT TENDER DOCUMENT
CONTRACT NWIT-11-30

Table of Contents

Table of Contents	TC-Page 1
Invitation to Tender.....	INV-Page 1
Instructions to Tenderers: Part I.....	IT PART I-Page 1-6
Instructions to Tenderers: Part II (MMCD)	(Not Reproduced)
Form of Tender	FT-Page 1-3
Appendix 1 - Schedule of Quantities & Prices	4-10
Appendix 2 - Preliminary Construction Schedule	11
Appendix 3 - Experience of Superintendent.....	12
Appendix 4 - Comparable Work Experience.....	13
Appendix 5 - Subcontractors	14
Appendix 6 – Force Account Labour Rates.....	15
Appendix 7 - Declaration – Living Wage Documents.....	16
Agreement.....	AGT-Page 1-4
Schedule 1 - Schedule of Contract Documents.....	5
Schedule 2 - List of Drawings	6
General Conditions (MMCD).....	(Not Reproduced)
Specifications (MMCD).....	(Not Reproduced)
Supplementary General Conditions	SGC-Page 1-11
Supplementary Specifications (Project).....	SSP Page 1 – 6
Standard Detail Drawings (MMCD).....	(Not Reproduced)

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

INVITATION TO TENDERERS

Contract: **2011 Watermain Replacement Program # 2**

Reference No.: **Contract NWIT-11-30**
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders for: Construction of approximately 3260 meters of watermains varying in size from 100mm to 200mm and related waterworks appurtenances, all within the City of New Westminster.

Copies of the Contract Documents are available on or after August 15, 2011, for download from the City of New Westminster's Purchasing site at:

http://www.newwestcity.ca/business/bid_opportunities/request_for_bids__proposals_-_open.php

A tender shall be accompanied by a Bid Bond (or Certified Cheque) in the amount of ten percent (10%) of the Tender Price. The successful tenderer will be required to provide a Performance and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Tender Price. An Agreement of Surety to bond shall accompany the tender submitted.

Technical inquires regarding this tender may be directed to Jurgen Grau, P.Eng, WEB Engineering Ltd. 604. 294.8588.

The lowest or any Tender may not necessarily be accepted and the City will not be responsible for any cost incurred by the Tenderer in preparing the Tender. Tender award will be contingent on budget approval from the Corporation of the City of New Westminster council. If the value of the contract(s) resulting from this invitation to tender exceeds the thresholds stipulated in Annex 502.4 of the Agreement on Internal Trade, then all provisions of the Agreement on Internal Trade will apply.

Tenders are scheduled to close at: ***Tender Closing Time:*** 3:00, pm local time
Tender Closing Date: September 6, 2011 at:

Information Desk
Attention: Purchasing Manager

City of New Westminster
511 Royal Avenue
New Westminster, B.C.
V3L 1H9

INSTRUCTIONS TO TENDERERS

- Instructions to Tender, Part I

6City of New Westminster
2011 Watermain Replacement Program #2
Contract NWIT-11-30

INSTRUCTIONS TO TENDERERS - PART I

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II" CONTAINED IN THE EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

City of New Westminster (the "Owner")

Contract: 2011 Watermain Replacement Program # 2

Reference #. NWIT-11-30

1.0 Introduction

- 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

Construction of approximately 3260 meters of watermains varying in size from 100mm to 200mm and related waterworks appurtenances, all within the City of New Westminster.

- 1.2 Direct all inquiries regarding the *Contract* to:

Juergen Grau, PEng

Address: WEB Engineering Ltd.
4173 Dawson Street, Burnaby, B.C. V5C 4B3
Phone: 604-294-8588
Fax: 604-294-8580

2.0 Tender Documents

- 2.1 The tender documents which a Tenderer should review to prepare a Tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the Tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".
- 2.2 A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

INSTRUCTIONS TO TENDERERS - PART I

Copies of the Master Municipal Construction Document (Gold Edition) can be obtained at:

Support Services Unlimited
#102 – 211 Columbia Street
Vancouver BC V6A 2R5
604 681-0295

- 2.3 Any additional information made available to tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Contract Documents. Such additional information is made available to tenderers who shall make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the Owner nor any representative of the Owner makes any guarantee or representation that the additional information is reliable, accurate, or complete.

3.0 Submission of Tenders

- 3.1 Original Tenders must be submitted in a sealed envelope, clearly marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

City of New Westminster – Purchasing Department

on or before:

Tender Closing Time: 3:00, pm local time

Tender Closing Date: September 06, 2011

at Address: Main Information Desk
511 Royal Avenue
City of New Westminster, BC. V3L 1H9

- 3.2 Late Tenders will not be accepted or considered, and will be returned unopened.
- 3.3 Facsimile, electronic mail, or other unsealed bids will not be accepted.
- 3.4 The City will not open this tender in Public

INSTRUCTIONS TO TENDERERS - PART I

4.0 Additional Instructions to Tenderers

- 4.1 The following terms are additional to the terms and conditions contained in the MMCD Instructions to Tenderers – Part II:

Tender Requirements 5

- 5.2 Delete Instructions to Tenderers – Part II, Paragraph 5.2 and substitute the following:

A tender must be accompanied by tender security (“*Bid Security*”) in the form of:

5.2.1 a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form satisfactory to the Owner in an amount equal to 10% of the *Tender Price*; or

5.2.2 cash, bank draft or letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the *Tender Price*.

- 5.3 add the following

5.3.6 Appendix 6 – *Schedule of Force Account Labour Rates*. Insert the hourly rates for labour including allowances for taxes, assessments, benefits, tools, overhead and profit.

- Prices 10** add or amend the following:

10.1 The Tender Price will represent the entire cost excluding HST taxes to the Owner of the complete Work based on the estimated quantities in the Schedule of Quantities and Prices of the Form of Tender. Notwithstanding the generalities of the above, tenderers shall include in the tendered prices (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover;

10.4 If a tenderer has omitted to enter a price for an item of *Work* set out in the tender, unless the tender indicates to the contrary, the tenderer shall be deemed to have allowed elsewhere in the tender for the cost to carry out that item of *Work* and no increase in the contract price shall be allowed on account of such omission.

- Taxes 11** add or amend the following:

11.1 The tendered prices shall cover all taxes and assessments of any kind payable with respect to the Work, but shall not include HST taxes. HST taxes shall be listed as a separate item as required by GC 19.2.

**City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30**

INSTRUCTIONS TO TENDERERS - PART I

Award 15.1 Amendment to 15.1 of the Instructions to Tenderers Part II (Award) of the MMCD replacing paragraph after 15.1.6

In exercising its discretion, the *Owner* will have regard to the information provided by the tenderer in the Appendices to the Form of Tender as described under IT5.3, and may also have regard to any information obtained by the *Owner* in evaluating such tender information, as well as the *Owner's* previous experience, if any, with the tenderer. In exercising its discretion the *Owner* may consider, but is not limited to, the following criteria in addition to the *Tender Price*:

- a) the proven experience of the Tenderer, and any listed subcontractors to do the *Work*;
- b) the Tenderer's ability to complete the *Work* within the *Preliminary Construction Schedule*;
- c) the Tenderer's ability to work effectively with the *Owner*, its consultants and representatives.;
- d) the Tenderer's ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
- e) the Tenderer's history on other projects including with respect to quality of work, changes in the work, force account work, and the contract administration costs of the *Owner*
- f) the nature of any legal proceedings undertaken by the Tenderer, or any officer or director of the Tenderer or affiliate of the Tenderer, directly (or indirectly through another corporation) against the *Owner* within the previous five years of the Invitation to Tenders
- g) Litigation and ongoing unresolved claims.
In a addition to any other provision of this tender document, and without limiting the City's discretion under any other provision of this tender document, the City may, in its absolute discretion, reject a tender if;
 - (i) the Tenderer, or any officer or director of the Tenderer, is or has been engaged directly or indirectly in a legal action against the City in relation to any matter; or
 - (ii) the Tenderer has current unresolved extra work claims totaling in excess of \$100,000.00 beyond 90 days of contract substantial completion for any construction project with the City.

In determining whether or not to reject a tender under this section, the City will consider whether the litigation or

INSTRUCTIONS TO TENDERERS - PART I

unresolved extra work claim is likely to affect the Tenderer 's ability to work with the City, its employees, consultants and representatives and whether the City's experience with the Tenderer indicates an unusual risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Tenderer.

In no event shall the Owner be liable for the Tenderer's costs of preparing and submitting a tender, which shall be done by the Tenderer at its sole risk.

15.2 Replace 15.2 of the Instructions to Tenderers Part II (Award) with the following:

15.2.1 Tenderers will not be permitted to alter or amend tendered prices included in a tender after the *Tender Closing Time*.

15.2.2 The Owner has a limited budget for this Contract. Projects may be added or deleted with appropriate adjustments to estimated quantities in the Schedule of Quantities and Prices so that the Tender Price is within the Owner's budget. If, prior to award of the Contract the Owner identifies changes the Owner wishes to make, the changes, at the sole discretion of the Owner, may be made prior to award of the of the Contract. Alternatively, the Owner may award the Contract as tendered and delete work after award. In such case, Supplementary General Condition 9.4, Valuation of Changes shall apply.

4.2 Living Wage Policy add the following;

Effective January 1st, 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 2011 for the Lower Mainland is \$18.81, assuming no benefits are provided by the employer.

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://livingwageforfamililes.ca/calculator/>

**City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30**

INSTRUCTIONS TO TENDERERS - PART I

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. This Declaration can be found in Appendix 7 – Declaration – Living Wage Employer of these documents. Completion and submission of the Declaration is required prior to contract award.

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.

Please review the City's Living Wage Policy for further information.

http://www.newwestcity.ca/business/living_wage_employer.php

FORM OF TENDER WITH APPENDICIES

- Form of Tender
- Appendix 1: Schedule of Quantities and Prices
- Appendix 2: Tenderer's Experience In Similar Work
- Appendix 3: Tenderer's Plant
- Appendix 4: Tenderer's Senior Staff
- Appendix 5: List Of Sub-Contractors
- Appendix 6: Construction Schedule
- Appendix 7: Declaration – Living Wage Employer

Form of Tender

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

City of New Westminster
(NAME OF OWNER)

Contract: 2011 Watermain Replacement Program # 2
(TITLE OF CONTRACT)

Reference No. Contract NWIT-11-30
(OWNER'S CONTRACT REFERENCE NO.)

TO OWNER:

1 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve *Substantial Performance* of the *Work* on or before 16 Weeks; and
(WORK DURATION OR DATE)

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *HST*.

Tenderer's Initials _____

3 WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
- 3.2 that we understand and agree that the Owner is in no way obligated to accept this Tender.

4 WE CONFIRM:

- 4.1 that the following Appendices are attached to and form a part of this tender:
- 4.1.1 the Appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.

5 WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 provide Declaration of Living Wage Employer as required before award
- 5.1.2 within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, be a Broad Form Bond, protecting all companies with a direct contact with the Principal or any Sub-Contractor of the Principal and issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
- b) a *Construction Schedule*, as provided by GC 4.6.1;
- c) a "clearance letter" indicating that the tenderer is in WSBC compliance; and
- d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

Tenderer's Initials _____

5.1.3 within 2 Days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

6 WE AGREE:

6.1 that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner, in an amount equal to the face value of the Bid Security.

7 OUR ADDRESS is as follows:

Phone: _____

Fax: _____

Email Address: _____

Attention: _____

This Tender is executed this _____ day of _____, 2011.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Tenderer's Initials _____

Form of Tender - Appendix 1
CITY OF NEW WESTMINSTER
CONTRACT NWIT-11-30
SCHEDULE OF QUANTITIES AND PRICES

2011 Watermain Replacement Program # 2

Section Payment Item	Description	Unit	Quantity	Unit Price	Amount
<i>DIVISION 1 - GENERAL REQUIREMENTS</i>					
01535	Temporay Facilities				Incidental
01561	Environmental Protection				Incidental
01570	Traffic Regulation				Incidental
01721	Project Record Documents				Incidental
<i>DIVISION 2 - SITEWORK</i>					
02512	Hot-Mix Asphalt Paving				
1.1	Permanent Pavement Restoration				
.1	50mm Surface Mill and Pave	sq.m	6300.0	\$	\$
02580	Painted Pavement Markings				
1.2	Reinstate Existing Painted Pavement Markings				Incidental
02666	Waterworks				
1.3	Supply and Install Mains (also hydrant leads, services) c/w Interim Pavement Patch				
.1	100mm	lin.m	50.0	\$	\$
.2	150mm	lin.m	1,800.0	\$	\$
.3	150mm c/w M.O.H. Wrap	lin.m	1,000.0	\$	\$
.4	200mm	lin.m	420.0	\$	\$
1.4	Bends (c/w Thrust Blocks)				
.1	100mm - 11 to 45 degree	each	10	\$	\$
.2	150mm - 11 to 45 degree	each	56	\$	\$
.3	150mm - 90 degree	each	2	\$	\$
.4	200mm - 11 to 45 degree	each	4	\$	\$
1.5	Tees/Crosses (also hydrants / services, c/w Thrust Blocks)				
.1	150 x150 Cross	each	3	\$	\$
.2	150mm Tee	each	24	\$	\$
.3	200mm Tee	each	1	\$	\$
.4	150mm Tapping Tee	each	2	\$	\$
.5	200mm Tapping Tee	each	1	\$	\$
.6	400mm Tapping Tee	each	2	\$	\$
1.6	Caps (c/w Thrust Blocks)				
.1	100mm Permanent	each	1	\$	\$
.2	150mm Permanent	each	1	\$	\$

Form of Tender - Appendix 1
CITY OF NEW WESTMINSTER
CONTRACT NWIT-11-30
SCHEDULE OF QUANTITIES AND PRICES

2011 Watermain Replacement Program # 2

Section Payment Item	Description	Unit	Quantity	Unit Price	Amount
02666	Waterworks (con't)				
1.7	Reducers				
	.1 150 x 100 Reducer	each	4	\$	\$
	.2 200 x 150 Reducer	each	1	\$	\$
1.8	Gate Valves (also hydrant / service valves)				
	.1 150mm	each	48	\$	\$
	.2 200mm	each	8	\$	\$
1.9	Restraining Clamps	each	60	\$	\$
1.10	Service Connections				
	.1 Service Connection Pipe				
	.1 19mm diameter	lin.m	2100.0	\$	\$
	.2 25mm diameter	lin.m	10.0	\$	\$
	.3 38mm diameter	lin.m	50.0	\$	\$
	.4 50mm diameter	lin.m	100.0	\$	\$
	.2 Corporation Stop				
	.1 19mm diameter	each	240	\$	\$
	.2 25mm diameter	each	1	\$	\$
	.3 38mm diameter	each	2	\$	\$
	.4 50mm diameter	each	12	\$	\$
	.3 Curb Stop				
	.1 19mm diameter	each	240	\$	\$
	.2 38mm diameter	each	2	\$	\$
	.3 50mm diameter	each	11	\$	\$
	.4 Meter Box c/w Meter Setter				
	.1 19mm diameter	each	240	\$	\$
	.2 38mm diameter	each	2	\$	\$
	.3 50mm diameter	each	11	\$	\$
1.11	Fire Hydrant Assembly	each	12	\$	\$
1.12	Watermain tie-ins: including Couplings				
	.1 100 mm Main	each	5	\$	\$
	.2 150 mm Main	each	22	\$	\$
	.2 200 mm Main	each	3	\$	\$
1.13	Remove Existing Valve Box	each	50	\$	\$
1.14	Remove Existing Hydrant	each	10	\$	\$
1.15	Concrete Cap @ Ditch Crossing	lin.m	10	\$	\$
TOTAL for 2011 Watermain Replacement Program #2					\$

Form of Tender - Appendix 1

Contract NWIT-11-30

2011 Watermain Replacement Program # 2

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *HST*. *HST* shall be shown separately.)

TENDER SUMMARY

2011 Watermain Replacement Program # 2\$ _____

HST\$ _____

TOTAL TENDER PRICE\$ _____

Tenderer's Initials _____

Form of Tender - Appendix 2

Contract NWIT-11-30

2011 Watermain Replacement Program #2

PRELIMINARY CONSTRUCTION SCHEDULE (See paragraph 5.3.2 of the Instructions to Tenderers - Part II)

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

MILESTONE DATES _____

ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

Tenderer's Initials _____

Form of Tender - Appendix 3

Contract NWIT-11-30

2011 Watermain Replacement Program #2

EXPERIENCE OF SUPERINTENDENT

(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

Form of Tender - Appendix 4

Contract NWIT-11-30

2011 Watermain Replacement Program # 2

COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

Tenderer's Initials _____

Form of Tender - Appendix 5

Contract NWIT-11-30

2011 Watermain Replacement Program # 2

SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initials _____

Form of Tender - Appendix 6

Contract NWIT-11-30

2011 Watermain Replacement Program #2

FORCE ACCOUNT LABOUR RATES
(See paragraph 5.3.6 of the Instructions to Tenderers - Part II)

Labour	Hourly Rate	Overtime Rate

Tenderer's Initials _____

Form of Tender - Appendix 7

Contract NWIT-11-30

2011 Watermain Replacement Program # 2

Declaration – Living Wage Employer

(See paragraph 4.2 of the Additional Instruction to Tenderers – Part I)

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 the durations in excess of one continuous hour per occasion.

I understand that the City will conduit audits if and when notification of the 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:

Tenderer’s Initials _____

AGREEMENT

- Agreement
 - Schedule 1 -- Schedule of Contract Documents
 - Schedule 2 -- List of Drawings

Agreement Between Owner and Contractor

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

THIS AGREEMENT made in duplicate this _____ day of _____, 2011.

Contract: 2011 Watermain Replacement Program # 2
(TITLE OF CONTRACT)
Reference No. Contract NWIT-11-30
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of New Westminster
(NAME OF OWNER)

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

1 THE WORK - START/COMPLETION DATES

1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.

1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before 16 Weeks subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.

1.3 Time shall be of the essence of the *Contract*.

2 CONTRACT DOCUMENTS

2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.

2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

3 CONTRACT PRICE

3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:

- 3.1a) the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1b) all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1c) any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.

3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

4 PAYMENT

4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.

4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 0% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

5 RIGHTS AND REMEDIES

5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

6 NOTICES

6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

City of New Westminster
511 Royal Avenue
New Westminster, V3L 1H9

Fax: (604) 527-4564 Attention: Steve Day AScT.

The *Contractor*:

Fax: _____ Attention: _____

The *Contract Administrator*:

WEB Engineering Ltd.
4173 Dawson Street
Burnaby, BC V5C 4B3
Fax: 604.294.8580 Attention: Juergen Grau P.Eng

6.2 A communication or notice that is addressed as above shall be considered to have been received:

- 6.2a) immediately upon delivery, if delivered by hand; or
- 6.2b) immediately upon transmission if sent and received by fax; or
- 6.2c) after 5 *Days* from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by fax assumes all risk that the fax will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers apply to the sender.

7 GENERAL

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall endure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of Contract Documents

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS)

2011 Watermain Replacement Program # 2
Contract NWIT-11-30

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", Gold edition dated January, 2000. All sections of this publication are included in the *Contract Documents*.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions, if any;
- 3 General Conditions*;
- 4 Supplementary Specifications, if any;
- 5 Specifications*;
- 6 Supplementary Standard Detail Drawings, if any;
- 7 Standard Detail Drawings*;
- 8 Executed Form of Tender, including all Appendices;
- 9 Drawings listed in Schedule 2 to the Agreement - "List of Drawings";
- 10 Instructions to Tenderers - Part I;
- 11 Instructions to Tenderers - Part II*;
- 12 The following Addenda: _____

Schedule 2

List of Drawings

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES THAT ARE PART OF THE CONTRACT DOCUMENTS)

2011 Watermain Replacement Program # 2

Contract NWIT-11-30

TITLE	DRAWING NO.	REVISION NO.
<i>2011 WATERMAIN REPLACEMENT PROGRAM # 2</i>		
KEY PLAN	1645-KEY	2
WATERWORKS : Nanaimo Street	1645-W-101	2
WATERWORKS : Nanaimo Street	1645-W-102	2
WATERWORKS : Nanaimo Street	1645-W-102	2
WATERWORKS : Nanaimo Street	1645-W-104	2
WATERWORKS : McMartin Street	1645-W-105	2
WATERWORKS : Laneway (East of William St)	1645-W-106	2
WATERWORKS : Laneway (North of Cumberland St)	1645-W-107	2
WATERWORKS : Laneway (South of E. Durham St)	1645-W-108	2
WATERWORKS : Fifth Avenue	1645-W-109	2
WATERWORKS : Fenton Street and Utility R.O.W.	1645-W-110	2
WATERWORKS : Laneway (South of Tenth Avenue)	1645-W-111	2
WATERWORKS : Wood Street	1645-W-112	2
WATERWORKS TIE-IN DETAILS	1645-DT-101	2
WATERWORKS TIE-IN DETAILS	1645-DT-102	2
WATERWORKS TIE-IN DETAILS	1645-DT-103	2

SUPPLEMENTARY GENERAL CONDITIONS

- Supplementary General Conditions

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
1	Definitions SGC 2
4	Contractor SGC 2
4.3	Protection of Work, Property and the PublicSGC 2
4.6	Hours of WorkSGC 4
4.12	Inspections.....SGC 5
4.14	Final CleanupSGC 5
4.17	Survey Layout and As-Constructed InformationSGC 5
4.18	No Road Closure Allowed.....SGC 6
9	Valuation of Changes and Extra Work SGC 6
9.4	Quantity VariationsSGC 6
19	Taxes, Duties, and HST SGC 6
19.1.1	TaxesSGC 6
19.2	HSTSGC 6
20	Laws, Notice, Permits and Fees..... SGC 6
20.2	Notice of Relocation Work.....SGC 6
21.0	Notice to Residents and BusinessesSGC 6
21	Workers' Compensation..... SGC 6
21.2	Contractor is Prime ContractorSGC 6
24	Insurance SGC 9
24.1	Required InsuranceSGC 9
25	Maintenance Period SGC 11
25.1	Correction of DefectsSGC 11
25.2	Commencement of Maintenance PeriodSGC 11

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master
Municipal Construction Documents, Volume II, 1996(rev. April 2000)

SUPPLEMENTARY GENERAL CONDITIONS

DEFINITIONS 1

- 1.33 **“HST”** means the federal / provincial Harmonized Sales Tax
- 1.65 **“(amend clause X.XX as follows)”** preceding a supplementary clause means this clause provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents, Volume II.
- 1.66 **“(add new clause X.XX as follows)”** preceding a supplementary clause means this clause provides additional requirements or information not found in the Master Municipal Construction Documents, Volume II.
- 1.67 **“(delete clause X.XX and replace as follows)”** preceding a supplementary clause means this clause replaces the referenced clause in the Master Municipal Construction Documents, Volume II in its entirety.

CONTRACTOR 4

**Protection of
Work,
Property and the
Public**

- 4.3 4.3.7 **(add new clause 4.3.7 as follows)**
The *Contractor* shall locate, mark and protect from damage or disturbance, any and all stakes, survey pins, monuments and markers at the *Place of the Work*.

All survey stakes, pins, monuments or markers that, in the opinion of the Owner, have been damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor at the *Contractor’s* expense.

4.3.8 **(add new clause 4.3.8 as follows)**
The *Contractor* shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residences adjacent to the *Place of Work*. No greater quantity of work shall be undertaken at any one time than can be properly conducted with due regard to the rights and interests of the public as may be determined by the *Contract Administrator*.

The *Contractor* is to provide safe, satisfactory and convenient means of approach and entrance to adjoining lanes, driveways,

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

buildings and property both for vehicles and pedestrians wherever necessary in the opinion of the *Contract Administrator*. For this purpose he shall construct and maintain suitable and safe platforms, approaches, structures, bridges, diversions or other works.

Where traffic must cross open trenches, the Contractor shall provide suitable bridges. Where trenches have been backfilled or where road improvements are incomplete, the *Contractor* shall take any steps necessary to prevent potholes or other traffic hazards. Where the *Contract Administrator* so instructs or where Contract Specifications so require, the *Contractor* shall provide temporary asphalt patching of such hazards.

During all phases of the operation the *Contractor* shall take precautions to abate nuisance caused by mud or dust by clean-up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the *Contract Administrator*. The *Contractor* shall take care to prevent spillage on streets over which hauling is done and the *Contractor* shall immediately clean up any such spillage or debris deposited on streets due to his operations.

The *Contractor* shall not deposit any material upon any street, sidewalk, boulevard, or other property, without the *Contract Administrator's* or the *Owner's* permission, nor shall he allow the same to remain longer than necessary. All surplus spoil and rubbish and other waste material shall be removed from the site so that the area of work is cleaned up and restored to as clean a condition as it was before the *Contract* started, within four days of the *Contract Administrator's* written request so to do, failing which the *Owner* may carry out the work or have the work carried out by others and recover the costs from the *Contractor* or may deduct the cost from any monies due or that may become due to the *Contractor*.

The *Contractor*, during the progress of the *Work*, shall make adequate provision to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the *Work* so as to cause the minimum of inconvenience to the general public.

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

The *Contractor* shall give due notice to local police and fire department prior to beginning construction and shall comply in all respects with their requirements.

The *Contractor* shall comply with the requirements of the appropriate authority concerned with closure of streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. **The Contractor shall provide two electronic traffic sign at 6th Street and two electronic traffic signs at Brunette, for the duration of the work on these streets.** All costs involved in respect of the above requirements will be deemed to be included in the *Contract Price*.

Where existing streets or roads are not available as detours, all traffic shall be permitted to pass through the *Work* with as little inconvenience and delay as possible unless otherwise provided or authorized. If half the street only is under improvement, the other half shall be conditioned and maintained as detour.

Where construction is to be carried out on highways or properties other than those of the *Owner* it shall be the responsibility of the *Contractor* to familiarize himself with the requirements of the owners or controllers of these properties which pertain to traffic safety or control of the construction operation and to carry out his work in accordance with these requirements.

Hours of Work 4.6

4.6.7 (add new clause 4.6.7 as follows)

Hours of work are regulated by the City's Construction Noise Bylaw.

The *Contractor* shall not schedule work that will require inspection beyond an eight-hour day without the *Contract Administrator's* prior approval.

On the infrequent occasion that the Contractor finds it necessary to work on Saturday, Sunday or Statutory Holiday, he shall obtain the Engineer's approval forty eight (48) hours in advance. *Work* on Sundays or Statutory Holidays will **also** require City approval,

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

with minimum two weeks notice. The *Contractor* shall also be charged a working day and will be charged the overtime inspection costs incurred by the *Owner*. Such costs shall be deducted from monthly progress payments.

Inspections 4.12

4.12.1 (*delete clause 4.12.1 and replace as follows*)

The *Owner* will pay for the cost of any testing required under this contract or ordered by the *Contract Administrator*. The *Contractor* shall furnish at his expense any labour, equipment, and materials required to obtain representative samples of materials or workmanship incorporated into the *Work*. Where tests or inspections reveal workmanship or materials not in compliance with contract specifications, the *Contractor* shall pay for the cost of all additional tests ordered by the *Contract Administrator* to verify acceptability of corrected work. Extensions to the *Contract Time* shall not be allowed for any delay occasioned by the above requirement.

Final Cleanup 4.14

4.14 (*amend clause 4.14 as follows*)

All streets affected by work shall be power swept and made dirt, gravel and grit free.

**Survey Layout and
As-Constructed
Information** 4.17

4.17.1 (*add new clause 4.17.1 as follows*)

The *Contractor* is responsible for all survey required for construction layout and for record drawings associated with this contract. The *Contractor* shall be responsible for recording of all field survey information pertaining to the as-constructed drawings, including wye locations, depths and locations of service connections, valve and hydrant locations, etc. The *Contractor* shall provide, at no charge, a completed set of legible, marked-up as-constructed prints to the *Contract Administrator* on completion of the *Work*. The *Contractor* shall provide any additional information as requested to enable the *Contract Administrator* to prepare and submit as-constructed record drawings to the Municipality or the *Owner* for their records.

**No Road Closure
Allowed** 4.18

4.18.1 (*add new clause 4.18.1 as follows*)

Total road closure in this *Contract* will not be allowed. Minimum single lane traffic in both directions must be maintained at all times, and proper traffic control standards shall be enforced. On

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master
Municipal Construction Documents, Volume II, 1996(rev. April 2000)

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

streets where construction is to take place, the *Contractor* will be required to post signs at each end of the project warning motorists to expect delays and advising alternative routes should be used.

VALUATION OF CHANGES AND EXTRA WORK 9

9.4 *(delete GC 9.4.1 and substitute the following)*

9.4.1 The Contractor shall hold firm all unit prices submitted in the Schedule of Quantities and Prices regardless of the increase or decrease in quantities.

TAXES, DUTIES AND HST 19

GST is replaced by "HST"

19.1.1 Delete GC 19.1.1 and substitute the following:

19.1.1 The *Contract Price* and all unit prices, lump sum prices, and all other prices and *Quotations* shall include all taxes, including customs duties and excise taxes, except for *HST* (collectively called the "*Taxes*") payable with respect to the performance of the *Work*. The *Contractor* shall be responsible to pay all *Taxes*.

HST 19.2 Delete GC 19.2 and substitute the following:

19.2.1 *HST* relating to all prices shall be shown as a separate line item

LAWS, NOTICE, PERMITS AND FEES 20

20.2 *(add new clause 20.2.3 as follows)*

20.2.3 The Contractor shall give B.C. Gas three weeks notice and shall allow two weeks for any relocation work when crossing a B.C. Gas line.

Notice to Residents and Businesses

20.5.1 *(add new clause 20.5.1 as follows)*

The *Contractor* shall supply copies of letters advising affected residents and business premises. The *Contractor* shall be responsible for delivering these letters no sooner than seven days and no later than two days before the start of construction.

Workers' Compensation 21

Contractor is Prime Contractor

21.2 *(delete 21.2 and replace with the following)*

The Contractor agrees that it shall, at its own expense, procure

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master Municipal Construction Documents, Volume II, 1996(rev. April 2000)

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Owner has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the Owner to the Contractor. The Owner shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract have been paid in full.

The Contractor agrees that it is the **"Prime Contractor"** for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program that meets the requirements of the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material personnel and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the Contract Administrator confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under 20.2 - Notice of Project; 20.3 - Coordination of Multiple Employer

The Contractor shall provide the Owner with the Contractor's Workers' Compensation Board registration number and letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the Owner having any obligation to pay monies under this contract.

The Contractor shall appoint a designated, qualified Coordinator to ensure the coordination of Health and Safety

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

activities for the work locations, provide assurance of a written safety program in accordance with the Occupational Health & Safety Regulation, and to conduct weekly toolbox safety meetings and monthly formal safety meetings. The safety program, all written safe work procedures and site maps are to be available at the work site prior to the commencement of the work.

The Contractor shall indemnify the Owner and hold harmless the Owner from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of, or in any way related to, unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

Occupational Health and Safety

The Contractor and its employees and the Contractor's sub-contractors and their employees shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The Owner may, on twenty-four (24) hours written notice to the Contractor, suspend the work hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.

Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the Owner against any loss or expense or penalty suffered or incurred by the Owner by reason of failure of the Contractor, its agents or employees, or any sub-contractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

Further, the Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances and that all vehicles and equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with them and covenants and agrees to provide the Owner with an environmental plan (where applicable), acceptable to the City of New Westminster, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment.

- (a) The Contractor shall provide all his work in such a manner that it ensures safety, of the public and in accordance with the safety regulations of the Workers' Compensation Board.
- (b) It is required that the Contractor understands and undertakes to comply with all the W.C.B. Industrial Health and Safety Regulations for hazardous materials and substances namely, the new "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations.

If you are unfamiliar with the Industrial Health and Safety Regulations covering hazardous materials and substances, in particular the WHMIS regulations, or if you are uncertain as to how they relate to the work you are performing for the City of New Westminster on its premises/work site, we suggest you call the W.C.B. Head Office in Richmond during normal business hours - (8:30 a.m. - 4:30 p.m., Monday to Friday).

WHMIS INFORMATION
RESEARCH AND STANDARDS DEPARTMENT
W.C.B. Occupational Safety and Health Division
6951 Westminster Highway
Richmond, BC
V7C 1C6

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

INSURANCE 24

Required Insurance 24.1

24.1 *(amend 24.1 as follows)*

In addition to the MMCD insurance requirements, the Contractor shall also comply with the following requirements, which will take precedence.

24.1.1 The Contractor shall insure and keep insured while this contract is in force, with such companies and on such forms as are acceptable to the Owner, at the Contractor's expense. Comprehensive General Liability Insurance covering premises and operations liability; Contractor's Contingency Liability with respect to the operations of Subcontractor's Completed Operations Liability, Contractual Liability and Non-Owned Automobile Liability Insurance.

“(replace 24.1.1 (a) with the following)”

The limits of liability for Personal Injury and Property Damage combined shall be for not less than \$5,000,000 each occurrence.

“(add to 24.1.1 (b) as follows)”

The Owner shall be added as an additional named insured under the Comprehensive General Liability.

A Cross Liability Clause shall be made part of the Comprehensive General Liability Insurance.

“(add new 24.1.7 as follows)”

All policies shall provide that they cannot be cancelled, lapsed, or materially changed without at least thirty (30) days notice to the Owner by Registered Mail.

Prior to commencement of any work hereunder, the Contractor shall file with the Owner a certificate of insurance for each policy required. All such insurance shall be maintained until final completion of the work including the making good of faulty work or materials, except that coverage for completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance.

Should the contractor neglect to obtain and/or maintain insurance

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY GENERAL CONDITIONS

as aforesaid, or deliver such policy or policies to the Owner, then the Owner shall obtain and/or maintain such insurance and the Contractor hereby appoints the Owner its true and lawful attorney to do all things necessary for this purpose. All monies expended by the Owner for Insurance premiums under the provisions of this clause shall be charged to the Contractor.

24.1.8 *“(add new clause 24.1.8 as follows)”*

The *Contractor* shall ensure the following are additional named insured under this contract:

- City of New Westminster
- All Sub-Contractors
- WEB Engineering Ltd.

MAINTENANCE 25
PERIOD

Correction of 25.1
Defects

25.1.4 *“(add new clause 25.1.4 as follows)”*

The *Owner* is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the Contractor and may be deducted from the Maintenance Security, or other holdbacks. The Contractor shall promptly pay any shortfall.

Commencement of 25.2
Maintenance
Period

25.2.2 *“(add new clause 25.2.2 as follows)”*

All warranties under this *Contract* commence from the date of *Substantial Performance* of the *Contract*, regardless of whether any *Subcontractor* achieves *Substantial Performance* of its Subcontract prior to *Substantial Performance* of the *Contract* as a whole.

SUPPLEMENTARY SPECIFICATIONS

- Supplementary Specifications

**City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30**

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

TABLE OF CONTENTS

SS 1	Description of the Work
SS 2	Contract Work Performance
SS 3	Definitions
SS 4	Temporary No Parking
SS 5	Measurement and Payment
SS 6	Temporary Facilities (MMCD Section 01535)
SS 7	Environmental Protection (MMCD Section 01561)
SS 8	Traffic Regulation (MMCD Section 01570)
SS 9	Project Record Drawings (MMCD Section 01721)
SS 10	Waterworks Construction
SS 11	Surface Restoration

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

SS 1 Description of the Work

This Contract involves construction of approximately 3260 meters of watermains varying in size from 100mm to 200mm and related waterworks appurtenances all within the City of New Westminster.

In addition the work item *Permanent Pavement Restoration* shall be provisional and may be deleted in whole or part from this Contract at the sole discretion of the Owner, in such case Supplementary General Condition 9.4, shall apply.

SS 2 Contract Work Performance

The *Work* under this *Contract*, consisting of all contracted work excluding permanent pavement restoration, shall achieve *Substantial Performance* within 16 Weeks from *Notice to Proceed*.

Permanent pavement restoration shall be completed within 90 calendar days of notice of Substantial Performance.

SS 3 Definitions

In these Supplementary Specifications, unless the context otherwise requires:

“*Section*” means section of the Specifications or the Conditions of Contract.

“*Item*” means item of the *Schedule of Quantities and Prices*.

SS 4 Temporary No Parking

Add new clause 1.4.5 to Section 01570 1.4, Control of Public Traffic.

- .5 Where it is necessary to temporarily disrupt on-street parking for construction,
 - .1 distribute 48-hour advance notice to residents.
 - .2 supply and erect temporary “no-parking” signs.
 - .3 do not impound parked vehicles unless instructed to do so by police or by-law officer.
 - .4 vehicles may be towed at Contractor’s risk and expense to a nearby location. Inform registered owner as soon as possible as to the location of vehicle. Do not charge vehicle recovery or towing fees to vehicle owner.

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

SS 5 Measurement and Payment

- .1 MMCD references given against each item in the Schedule of Quantities and Prices and Supplementary Specifications as “XXXXX” means reference to Measurement and Payment in Section XXXXX of the Master Municipal Specifications.
- .2 Except as modified by Supplementary Specifications, the basis for Measurement and Payment for of all items in the Schedule of Quantities and Prices is by applicable MMCD Section.
- .3 All Sections with an “S” at the end of the Section number are Supplemental Specifications. Each Supplemental Section includes applicable measurement and Payment clauses.

SS 6 Temporary Facilities : Section 01535

All work under this item is incidental to the Contract and no extra payment will be made.

SS 7 Environmental Protection : Section 01561

All work under this item is incidental to the Contract and no extra payment will be made.

SS 8 Traffic Regulation : Section 01570

The contractor shall provide to the City for approval a professionally prepared Traffic Management Plan including proposed traffic diversions, location of flaggers, signage, and electronic traffic signs.

No work that affects traffic will be permitted until the City of New Westminster accepts the Traffic Management Plan. The Contractor shall update and resubmit that plan for reviews as necessary for acceptance by the City.

The City will not control or direct traffic control or direct traffic control activities of the Contractor, but may require the immediate stop of any work where in the Contract Administrator’s opinion the provided traffic control does not meet the requirements of the approved Traffic Management Plan.

All work under this item is incidental to the Contract and no extra payment will be made.

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

SS 9 Project Record Drawings : Section 01721

All work under this item is incidental to the Contract and no extra payment will be made.

SS 10 Waterworks Construction

- .1 Payment for watermain and service connections include saw cutting pavement, trench excavation, location and exposure of existing utilities, disposal of surplus excavated materials, bedding, supply and installation of all pipe, bolts, gaskets and tie-rods, wrapping of joints where shown on the drawing, imported backfill, cleaning, pressure and leakage testing including necessary test points, flushing, disinfection, all surface restoration as specified under Section 02223-3.6, temporary pavement restoration, temporary and permanent painted pavement markings and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section.

Permanent pavement restoration will be measured in square meters and paid under separate item. Disturbances exceeding the maximum trench width D+1000 as shown on detail on the Drawings are at the Contractor's cost and will not be measured for payment.

Measurement for watermain will be made along centreline of main, through valves and fittings with no deduction for the length of valves or fittings, over the surface after work has been completed.

- .2 Payment for hydrants includes the hydrant body, lateral connection from the mainline tee to the hydrant and all other incidental work as shown on Standard Detail W4. Isolation valve will be measured and paid separately.
- .3 Payment for valves, including valve boxes, crosses, tees temporary ends, bends, couplings, reducers, blind flanges and caps will be made for the items identified on the Drawings and installed as part of the watermain. Thrust blocks required for valves and fittings are included in the price of the valve or fitting and will not be measured separately.
- .4 Payment for Removal of Existing Valve Box where noted on the Drawings for abandoned mains will be made for each valve identified to be removed and shall include saw cutting pavement or concrete surround, removal of valve box riser pipe to a minimum of 300mm below existing grade, filling remaining riser pipe with base gravel, all surface restoration as specified under Section 02223-3.6, temporary pavement restoration, temporary and permanent painted pavement markings and all other work and materials

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

including permanent surface restoration necessary to complete removal of existing valve box.

- .5 All tie-ins to existing mains will be by the Contractor.
Payment to existing watermain will be made at the unit price bid consistent with pipe diameter and shall include exposure to confirm location and condition and all piping, fittings and necessary tie-in work to complete tie-in as shown on Contract Drawings.

- .6 All water service piping shall be Type K copper.

All tie-ins to existing service connections will be by Contractor.
Payment for service connections will be made at the unit price bid consistent with service pipe diameter and shall include saw cutting pavement, trench excavation, location and exposure of existing utilities, disposal of surplus excavated materials, bedding, supply and installation of all pipe, fittings, imported backfill, cleaning, pressure and leakage testing, flushing, disinfection, tie-in to existing service connection at the property line, all surface restoration as specified under Section 02223-3.6, temporary pavement restoration, temporary and permanent painted pavement markings and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section.

Permanent pavement restoration will be measured in square meters and paid under separate item. Disturbances exceeding the maximum trench width D+1000 as shown on detail on the Drawings are at the Contractor's cost and will not be measured for payment.

- .7 Payment for service connection Water Meter installation will be made at the unit price bid consistent with meter setter size and shall include saw cutting pavement or concrete sidewalk, excavation, disposal of surplus excavated materials, bedding, supply and installation of specified meter box, meter setter, backfill, cleaning, all surface restoration for both temporary and permanent and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section

Approved meter setters are Ford Series 70 Coppersettlers complete with dual check valve outlets. Setters for 38mm and 50mm shall complete with valved bypass.

Meter box shall be Brooks 37 (19mm to 25mm meter) and Brooks 66 (38mm to 50mm meter) complete with steel lids holed for remote reader and labelled "Water Meter".

Water meter supplied and installed by City.

City of New Westminster
2011 Watermain Replacement Program # 2
Contract NWIT-11-30

SUPPLEMENTARY SPECIFICATIONS (PROJECT)

- .8 Payment for Remove Existing Hydrant shall be made at the unit price bid for each hydrant removed and shall include all necessary work and materials to excavate, dismantle hydrant body from hydrant lead, concrete plug abandoned lead, delivery of the removed hydrant to City of New Westminster Work Yard, backfilling and all surface restoration.

Hydrant removal shall only take place AFTER new watermain and hydrants have been fully commissioned and accepted by the City.

SS 11 Surface Restoration

Delete Sections 02223 3.6.6 and 02223 3.6.7 and replace with the following:

3.6.6 Temporary Pavement Patching

All trenches are to be backfilled and paved with a temporary pavement patch at the end of each work day.

Temporary Pavement Patching shall consist of 125mm of asphalt placed and compacted in two lifts, 85mm (base course) and 40mm (surface course).

The Temporary Pavement Patch shall be constructed so that a good bond along the joint between the patch and existing asphalt exists for the full depth of the patch. If for any reason including trench settlement, the joint opens up, the patch shall be removed and replaced with a new temporary patch before a permanent patch is install.

No separate payment is made for this work.

3.6.7 Permanent Pavement restoration

Install permanent pavement within 90 days of placement of temporary pavement patch or sooner, where directed by the Contract Administrator.

Grind the temporary patch area plus a minimum 200mm overlap on the existing asphalt to a depth of 50mm. Dry if necessary and paint clean dry edge of overlap with asphalt emulsion tack coat. Place and compact 50mm of hot mix asphalt. Restore surface to smooth condition and match with grade of adjacent pavement.

Maintain restored pavement in complete repair during Maintenance Period. Effect repairs within 14 days from receipt of written notice from Contract Administrator or immediately if dangerous situation exists.

Permanent Pavement Restoration will be measured and paid at the unit price bid.