



Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-11-39

**Wireless Network Link
Queensborough Community Centre**

Closing Time:

Friday, December 2, 2011
3:00 PM, Local Time, Vancouver BC

Closing Location:

Main Reception Desk
City of New Westminster
511 Royal Avenue,
New Westminster, BC, V3L 1H9

Further requests for information :

Purchasing: Heather Rossi

Intermediate Buyer
Telephone: 604-515-3781
Facsimile: 604-527-4509
Email: hrossi@newwestcity.ca

COMPANY NAME			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
<u>Signature:</u> by officer with express authority to enter into contract			Dated

CORPORATION OF THE CITY OF NEW WESTMINSTER

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1.0 DEFINITIONS

“**Services Agreement**” “**Agreement**” “**Contract**” means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

“**City**” “**Owner**” means City of New Westminster.

“**Consultant**” “**Contractor**” “**Project Manager**” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “**Consultant**” “**Contractor**” “**Project Manager**” and “**Proponent**” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.

“**Proponent**” means responder to this Request for Proposals.

“**Proposal**” means the submission by the Proponent.

“**RFP**” “**Request for Proposals**” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

“**Services**” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“**Supply**” “**Provide**” shall mean supply and pay for, and provide and pay for.

“**Shall**” “**Must**” “**Will**” “**Mandatory**” mean a requirement that must be met.

2.0 PROPOSAL INSTRUCTIONS

One (1) electronic and three (3) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

NWRFP-11-39
Wireless Network Link
Queensborough Community Centre

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

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It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminster, email: hrossi@newwestcity.ca

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of ninety (90) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

3.0 INTRODUCTION

The City is inviting proposals from qualified Proponents to design, supply, and provide a wireless network link from the Queensborough Community Centre to the City's Fibre Network.

4.0 KEY CONTENT

The following are considered key content that should be included as part of the Proponent's submitted Proposal. The City may not consider any Proposal that does not include all of the key content.

1. a brief outline of the Proponent's understanding of the project;
2. a work plan approach and methodology to successfully accomplish this assignment;
3. the cost to complete the project with an explanation of basis of the fee proposal, including an anticipated level of effort detailing hours on the project;
4. an estimate of project related disbursements and the charge-out schedule for personnel and disbursements in general; the Proponent may not add overhead costs to disbursements;
5. the name(s) of the project team complete with brief resumes.
6. the names of three references of clients who have undertaken similar work: the City may contact the references to assess the performance of the Proponent;
7. a statement of commitment to undertake the project, provide the staff, and support necessary to complete the project on time and on budget.

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5.0 ADDENDA

- 5.1** Should addenda to the Request for Proposal 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 Proposal Closing date and time.
- 5.2** Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.
- 5.3** All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.
- 5.4** Failure to acknowledge any Addenda may result in disqualification of the Proponent.

6.0 GENERAL CONDITIONS

6.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Proponents that parts, or all, of their Proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Proponent's who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) 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.

6.2 OWNERSHIP OF PROJECT DOCUMENTATION

All proposals submitted and subsequent related documents and information shall remain the property of the City of New Westminster and shall be provided to the City at any time during the Project and within a period of two (2) years after completion of the Project.

6.3 CONFIDENTIALITY OF CITY INFORMATION

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

6.4 PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

6.5 LIMITATION OF DAMAGES

Further to the preceding section, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and

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the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

6.6 ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any or all proposals received in response to this RFP. The City is under no obligation to proceed with the RFP and, should it decide to abandon the same, it may, at any time, invite further Proposals for the provision of the Services or enter into discussions or negotiations with any party of the provision of such services.

The City at its sole discretion, at any time, may choose to terminate this RFP process.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City by the RFP documentation or by submission or consideration by the City of any Proposal.

6.7 THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason;
4. There shall be no obligation on the part of the City of New Westminister neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;
5. The City of New Westminister shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal;
6. In submitting a proposal, the proponent acknowledges and agrees that it has read, understood, and agreed to all terms and conditions described in the RFP and they have the necessary experience, skills, and ability to provide effectively the Services.

6.8 COMPLIANCE WITH LAWS AND REGULATIONS

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminister and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

6.9 CLIENT / SERVICE AGREEMENT

The successful Proponent will be required to enter into a contract with the City of New Westminister, based on the City's Contract for Services attached as Appendix B.

6.10 SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, and the administration of any resulting contract for service will be that of the first Proponent named on the title page.

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Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person, or company without the prior written authorization of the City of New Westminster.

6.11 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Automobile Liability Insurance with a liability limit of two million dollars - \$2,000,000;
- b) Commercial Comprehensive General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;

6.12 PERMITS AND LICENSES

The successful Proponent is required to obtain a City of New Westminster Business license prior to commencement of work.

6.13 INDEMNITY

Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other person.

6.14 ACTING IN CONFLICT

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

6.15 CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

6.16 MEDIATION

The parties agree that, both during and after the performance of their responsibilities under the Service Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. The parties agree to attempt to resolve all disputes arising out of or in connection with this Service Agreement, or in respect of any legal relationship associated with it or from it by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

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If the dispute cannot be settled within thirty (30) calendar days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Place of arbitration shall be Vancouver, British Columbia, Canada.

6.17 FORCE MAJEURE

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or, delay in performing, any of its obligations contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to labour disruptions, fire, flood, storm, or, other natural disaster, accident or governmental regulations, or, restrictions of any kind but excluding financial incapacity.

6.18 TERMINATION OR CANCELLATION

Either party may terminate or cancel the Services contract upon seven (7) days written notice. In the event of such termination or cancellation by either party, the successful Proponent shall, within the 60 day notice period, pass over all files to an alternate firm or firms as instructed by the City and shall, under the authority and direction of the City, provide all information and other information relating to the Services that may either be in privilege or held in files and shall not hinder the process of early settlement of or, resolution to, any outstanding matters concerning the Services.

6.19 LAW

The proposal and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

6.20 LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a proposal if the Proponent, or any officer or director of the proponent, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the proponent indicates a risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Proponent.

6.21 LIVING WAGE POLICY

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 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://livingwageforfamilies.ca/calculator/>

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**

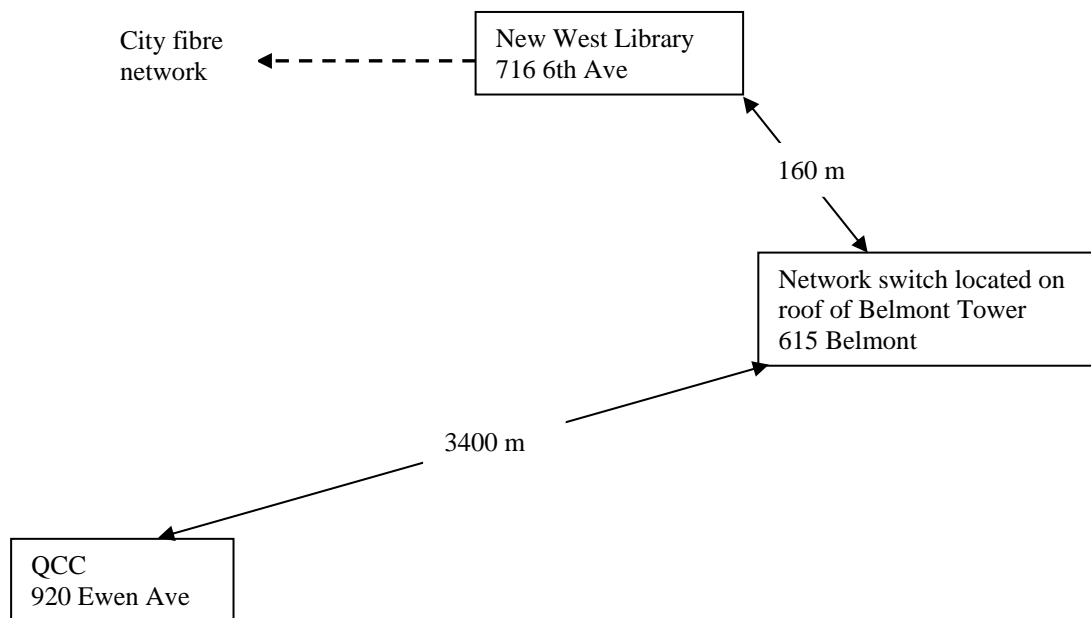
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In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City's Living Wage Policy for further information.

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

7.0 **BACKGROUND**

7.1 The City wishes to retain a firm to replace the City's aging wireless network link to Queensborough Community Centre (QCC) with a link that has much greater usable bandwidth and redundancy.



8.0 **SCOPE OF WORK**

8.1 **Design and Layout:**

- a) As the Queensborough Community Centre does not have line of sight to any City facilities, we need to use the roof of Belmont Tower as an intermediate step. We are recommending using the Library as the link to the city network as it is the closest facility with line of sight to Belmont. (Note: Belmont is the site of our current wireless links).
- b) There are no radio towers at any of the sites. Existing antenna are all roof mounted.

8.2 **Required minimum system specifications:**

- a) Redundancy/Load Sharing
 - 1) Each leg must have redundant links (i.e. two (2) or more active links)
 - 2) If one link fails then all the network packets automatically use the remaining link, while an alert is sent to management.
- b) Usable speed
 - 1) 300 Mbit/s or better, full-duplex, of usable network speed between Queensborough Community Centre and the City network. Benchmark testing will be done between the Library and Queensborough Community Centre before the system is put into production.

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- 2) If the wireless radios do not meet our minimum aggregated full duplex speed of usable 300 Mbit/s, the vendor must rectify the situation without further cost to the City.
- c) Installation
 - 1) Vendor will install the wireless radios and antennas and all required cabling.
 - 2) The City will provide the network switches (Avaya ERS 45xx series or better switches)
- d) Warranty
 - 1) Minimum one (1) year warranty on all hardware and life support warranty of five (5) years or more.

8.3 Proposed Solutions:

- a) Wireless solutions proposed should be complete installation and turn-key operation (i.e. little involvement from the City in the design, testing and installation of the wireless hardware devices)
- b) Solution proposals can be either licensed or unlicensed radio frequency spectrum. Vendor is to specify radio frequencies used. If using licensed spectrum, please indicate all costs (i.e. processing and license fees), procedures and time required to secure such radio frequency from Industry Canada.

9.0 IMPLEMENTATION SCHEDULE

9.1 Implementation Schedule to include:

- a) Wireless Network Design by successful vendor and reviewed by the City's Information Technology Services in December 2011;
- b) Licensed Radio Frequency Spectrum Application (if applicable) by Feb 2012;
- c) Installation of hardware, network configuration, testing and adjustments by successful vendor in March 2012;
- d) Inspection and final sign-off by the City's Information Technology Services in April 2012.

10.0 PRICING

10.1 The Proposal is to include a schedule of pricing separated into the following components:

- a) Itemized list of hardware;
- b) Installation;
- c) Network configuration, testing and adjustments;
- d) Processing and License fees;
- e) Costs not included above (detailed).

11.0 PROPOSAL EVALUATION AND SELECTION

11.1 The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.

11.2 The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.

11.3 The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value

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to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.

- 11.4** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 11.5** The City, in assessing best value:
- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
 - b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
 - c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.
- 11.6** Proposals will be evaluated based on the following criteria:
- a) Proposed Wireless Solutions Design;
 - b) Technology Fit;
 - c) Implementation Schedule;
 - d) Cost;
 - e) Reference;
 - f) RFP Presentation;
- 11.7** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.

12.0 REFERENCES

12.1 **NOTE: Failure To Provide References May Result In Disqualification**

- 12.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past two (2) years, including the City of New Westminster).

****End of Request for Proposal Document****

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APPENDIX A

Declaration – Living Wage Employer



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:

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APPENDIX B

Draft Contract for Services

APPENDIX B

DRAFT CONTRACT FOR SERVICES AGREEMENT

This Agreement made this ___ day of _____ 2011

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9
(herein called the “City”)

AND: “CONTRACTOR”
Address
(herein called the “Contractor”)

The City and the Contractor agree as follows:

1.0 ARTICLE 1 – Engagement and Conflict Of Interest

- 1.1 The Contractor agrees to perform the Contracting Work (herein called the “Work”) and provide all qualified personnel, services, materials, and such other things required by the **General Conditions, General Requirements, Specifications, Scope of Work and Bid Form** for **(enter tender / quote number)** for **Name of Work** at **Location, New Westminister**, submitted to the City **(enter date)**.
- 1.2 The Contractor’s relationship with the City will be that of a Prime Contractor.
- 1.3 The Contractor will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- 1.4 The Contractor warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement, the Contractor will immediately inform the City in writing.

2.0 ARTICLE 2 - Duration and Termination

- 2.1 The Work shall commence **enter date** and be complete by **enter date**, subject to further extension as agreed upon by the parties.
- 2.2 When the Contractor fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion, in writing.
- 2.3 Should the Contractor breach this agreement, either by abandonment, or by act or omission on their part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Contractor shall be paid only for Work performed up to the date of contravention.

- 2.4 Acts or omissions by the Contractor that shall justify termination of this Agreement shall include but not be limited to the following:
- a) neglect of duties;
 - b) non-compliance of this Agreement;
 - c) inability to perform the Work he represented himself as competent to perform;
 - d) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
- 2.5 The agreement may be terminated by the City as follows:
- a) For Deficiency or Default - immediately by providing to the Contractor written notice of the deficiency or default after the Contractor has been given a reasonable opportunity to remedy said deficiency or default;
 - b) Without Cause - by providing the Notice in writing to (as agreed upon).
- 2.6 Upon termination of the agreement, the City will pay the Contractor for work performed up to the effective date of termination. All other obligations of the City to the Contractor will terminate upon the termination or expiry of the agreement.

3.0 ARTICLE 3 - Non-Disclosure of Information

- 3.1 The Contractor accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

4.0 ARTICLE 4 - Ownership of Contract Documents and Freedom of Information

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Contractors that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Contractors who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) 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.

5.0 ARTICLE 5 - Compliance with Applicable Laws

- 5.1 The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the performance of the Work. The Contractor shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Contractor will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Contractor will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Contractor starts the Work for the City and again before the City makes final payment to the Contractor.

5.3 The Contractor will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation Act*. Any WorkSafe BC violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, due to the actions of the Contractor are the responsibility of the Contractor.

6.0 ARTICLE 6 - Advertising and Publicity

6.1 The Contractor shall submit to the City, all proposed advertising, or publicity material(s) referring to the City or the performance of the Work for written approval prior to issue.

7.0 ARTICLE 7 - Relationship

7.1 It is expressly agreed, represented, and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Work and that the Contractor is not an employee, agent, or servant, of the City. Further, this Agreement does not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the Contractor will invoice the City according to the terms and conditions of this Agreement.

8.0 ARTICLE 8 - Fees

8.1 In consideration of the performance of the Work, the City shall pay the Contractor the monies determined by the rates provided in **Tender / Quote #**, not to exceed **enter amount** excluding HST. This amount is the Maximum Authorized Expenditure. The City may increase this amount by issuing a written Change Order. The Change Order process will be as specified in General Condition 6.0.

9.0 ARTICLE 9 - Application for Payment

9.1 The Contractor shall submit invoices to the City, **Attention:**, in accordance with General Condition #GC 14.0.

10.0 ARTICLE 10 - Assignments

10.1 The Contractor may not assign this Agreement without the written consent of the City.

11.0 ARTICLE 11 – Agreement

11.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

11.2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations, or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**

Roy Moulder, SCMP
Purchasing Manager

Accepted and Agreed on

_____, 2011

By

“CONTRACTOR”

Authorized Signature

Name and Office

CORPORATION OF THE CITY OF NEW WESTMINSTER

APPENDIX C

General Conditions

GC 1.0 Contract Documents

- 1.1 Upon receipt of the City's Purchase Order, the Request for Proposal Documents and the Contract for Services shall form the Contract Documents.
- 1.2 The Contract Documents are complementary and what specified by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labour, materials, construction plant and equipment, supplies, services, tools, transportation, facilities and all things necessary for the proper execution of the Work, excepting only those items specifically stated as being furnished by the City or others.

GC 2.0 Delays

- 2.1 If the Contractor delays in the commencement, execution or completion of the Work and the City does not cause the delay, the City will not accept any claim or schedule extension by the Contractor.

GC 3.0 Suspension Or Termination Of Work By The City

- 3.1 By written notice to the Contractor, the City may, in its sole discretion and without giving reasons, require the Contractor to either terminate execution of the Work or suspend the Work for a specified or unspecified time.
- 3.2 The City may terminate the Contract and assign the Work to others if the quality of the work does not comply with published industry or manufacturers' standards or if the Work is delayed other than by strikes or lockouts. The Contractor may make an application for delay due to poor weather to the City for consideration.
- 3.3 Compensation relating to the suspension or termination shall be pursuant to the "Changes" clause herein.

GC 4.0 Claims Against And Obligations Of The Contractor

- 4.1 The Contractor shall keep the construction site and all property of the City free and clear of all builders' liens and agrees to forthwith, following receipt of notice by the City of any such liens, cause the same to be discharged whether or not the liens or claims are valid.
- 4.2 Notwithstanding any provisions of this Agreement to the contrary, the City shall not be obliged to pay any moneys whatsoever to the Contractor during the time that any builders' liens or other liens are registered or filed against the construction site or property owned by the City.
- 4.3 The City will not release the lien holdback until the Contractor submits a Statutory Declaration stating that the Contractor has paid subcontractors, suppliers, materials men, and workers in full, and the City has confirmed that no liens are registered against the property at the date of the Builders' Lien expiration period.

GC 5.0 Signs And Publicity

5.1 Neither the Contractor, its subcontractors, nor anyone directly or indirectly employed by any of them, shall post any site signs or release any publicity reports, photographs or other information, orally or in writing, concerning the Work being performed or to be performed without the prior written approval of the City.

GC 6.0 Changes

6.1 Change Order must authorize changes to the Contract price or Contract Time. The maximum allowable combined overhead and profit mark-ups are as follows:

- .1 ten percent (10%) mark-up by the Contractor on changes in the Work performed by its own forces.
- .2 ten percent (10%) mark-up by the Contractor on the amounts paid to Subcontractors for changes in the Work performed by Subcontractors.
- .3 ten percent (10%) mark-up by the Subcontractors on changes in the Work.
- .4 the Contractor's mark-up includes all additional supervision time and related costs.
- .5 changes authorized to proceed on a "time and materials" basis shall be accounted for using hourly rates actual costs, plus the above noted mark-ups.

GC 7.0 Cooperation With Other Contractors

7.1 Where, in the opinion of the City, other contractors or workers are required on the site of the Work, the Contractor shall, allow them access and shall cooperate with them in the carrying out of their duties and obligations, to the satisfaction of the City.

GC 8.0 Subcontractors

8.1 The Contractor without the written consent of the City may subcontract neither the whole nor any part of the Work.

8.2 The Contractor agrees to preserve and protect the rights of the parties under the Contract Documents with respect to any work performed under subcontract and shall require his subcontractors to perform their work in accordance with the Contract Documents. The Contractor shall be fully responsible to the City for subcontractors' acts or omissions or of persons directly or indirectly employed by them, to the same extent as if the acts or omissions were acts or omissions of the Contractor.

8.3 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

GC 9.0 Assignment Of Agreement

9.1 The Contractor shall not assign this Contract or any part thereof without the prior written consent of the City. The City may arbitrarily withhold such consent.

GC 10.0 Laws And Permits

10.1 The Contractor shall comply and ensure compliance with all laws and regulations relating to the Work, whether Federal, Provincial or City, and shall pay to the appropriate authorities all licenses, fees and charges in respect of permits, unless otherwise instructed in the Contract Documents.

GC 11.0 Protection Of Work

11.1 The Contractor shall guard or otherwise protect the Work including all material, plant, and real property related to the Work against loss or damage from any cause.

11.2 The Contractor shall erect and maintain barricades, canopies, guards, lights, and warning signs to the extent required by law for the protection of the public.

GC 12.0 Insurance

12.1 The Contractor shall provide the following types of insurance “named”, to be placed with a company or companies legally doing business in British Columbia and in a form acceptable to the City. The policies of insurance shall provide for thirty (30) days prior written notice of cancellation, lapse, or material change to the City. Certified copies of these insurance policies shall be submitted to the City prior to the commencement of any Work.

12.2 **Comprehensive General Liability Insurance** protecting the City, the Consultants, the Contractor, and their respective servants, agents, tenants or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its subcontractors, or their respective servants, agents or employees in connection with the Work.

.1 The policy shall specifically cover liability arising out of the performance of this Contract and shall cover all liability assumed by the Contractor under any contract or agreement, including the indemnity provisions of this Contract. The policy shall also include products and completed operations coverage and shall extend to liability arising out of non-owned automobiles.

.2 This insurance shall be for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence and shall include a standard form of cross liability clause. The deductible per occurrence shall not exceed one thousand dollars (\$1,000.00). The insurance shall remain in force, following completion of the Work, for a period of not less than seventy-two (72) months, renewed on an annual basis. Evidence of this insurance is to be provided to the City on an annual basis.

12.3 **Automobile Liability Insurance** on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents, or employees. This insurance shall be for a minimum amount of one million dollars (\$1,000,000) inclusive per accident.

12.4 **Contractor's Equipment Insurance** covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City.

12.5 **All Risks Insurance** in the joint names of the Contractor and the City, covering the Work and all property of every description to be used in the performance of the Work. This insurance shall be primary, and be of an amount of not less than the sum of the Contract price. The deductible per occurrence shall not exceed one thousand dollars (\$1,000.00).

GC 13.0 Indemnity

13.1 Notwithstanding any insurance that may be provided by the City, the Contractor agrees to indemnify the City from all liability resulting from the operations of the Contractor or any subcontractors, or their respective servants, agents or employees under this Agreement, excepting liability wholly arising out of the negligent acts of the City.

13.2 At the City's option, the Contractor shall, at his own expense, promptly assume the defence of any claim, suit, or other proceeding arising out of sentence (1) of this clause, and promptly pay all costs that may be incurred by or against the City. The City may require, as a condition precedent to any payment hereunder, the Contractor to submit waivers or releases extinguishing all claims of any person, firm, or corporation.

13.3 If any encumbrance should be placed upon or obtained against the property comprising the site of the Work, or because of any such suit or proceeding, the Contractor shall forthwith cause the same to be discharged. In the event that the Contractor fails to remove the said encumbrance(s), the City may pay whatever moneys are necessary to discharge fully these encumbrance(s) and all of its costs in that regard may be deducted from moneys otherwise payable to the Contractor.

GC 14.0 Application For Payment

14.1 When the schedule is more than thirty (30) days, applications for payment may be made once in each month from the date of acceptance of the Contractor's Offer by the City.

14.2 A properly completed application shall be delivered to the City in an acceptable form on or before the tenth (10th) day of the month following the month which it represents and shall consist of:

- a) a progress invoice;
- b) a progress breakdown describing the portion and value of Work completed to date which, when certified by the City, shall be used as the basis for payment;
- c) a Statutory Declaration, when required.

- 14.3 The Contractor shall show the HST separately at the end of each invoice and calculate the HST on the balance after the deduction of the builders' lien holdback and any other holdbacks or deductions. The City will pay the amount of the HST owing on any holdbacks at the time of release of the holdback moneys to the Contractor.
- 14.4 Applications for payment received by the City after the time provided above will not be payable by the City until the end of the first month following the date of actual receipt.

GC 15.0 Certificates And Payments

- 15.1 Upon the last day of the month following the month represented by the application for payment, an amount equal to ninety percent (90%) of the value of the work, products and materials described therein, less all previous payments, shall become due and payable by the City, subject always to the terms of the Contract Documents.
- 15.2 Upon the expiration of thirty-one (31) days from the City's issuance of a certificate of Substantial Performance, an amount equal to the Contract price less:
a) three (3) times the value of any deficiencies, plus
b) ten percent (10%) Builders' Lien holdback, plus
c) the amount of all previous payments,
shall become due and payable by the City subject always to the terms of the Contract Documents.
- 15.3 Upon the expiration of fifty-five (55) days after the date of the issuance by the City of the certificate of Substantial Performance referred to above, the lien holdback amount shall become due and payable by the City, subject always to the terms of the Contract Documents.
- 15.4 Upon the expiration of thirty-one (31) days from the date of issuance by the City of a certificate of final payment, the deficiency holdback amount shall become due and payable by the City, subject always to the proper rectification of these deficiencies.

GC 16.0 Warranty And Rectification Of Defects

- 16.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor shall, at his own expense, rectify and make good any defect or fault that appears in the Work within twelve (12) months from the date of issuance by the City of a Certificate of Substantial Performance.
- 16.2 If the Contractor fails to correct the defect within five (5) calendar days of written notification by the City, the City may correct it and deduct all related costs from the Contract price.

GC 17.0 Shop Drawings

- 17.1 The Contractor shall submit to the Consultant as assigned by the City, for review, six (6) sets of shop drawings, brochures, diagrams, illustrations and other data required to illustrate details of the Work prior to fabrication or incorporation of the same into the Work, when required by the Specifications.

- 17.2 The review of such drawings by the Consultant shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings, etc. or of responsibility for meeting all requirements of the Contract Documents.

GC 18.0 Cleanup And Final Cleaning Of Work

- 18.1 Promptly after the date of substantial performance, the Contractor shall remove its debris, surplus or waste products, tools, construction machinery, equipment, and temporary facilities not required for the performance of the remaining work, unless otherwise directed by the City, and leave the site in a clean condition for use by the City.
- 18.2 Upon completion of the work, provide a thorough cleaning of all new areas and materials, and of all existing areas and materials affected by the work.

GC 19.0 Products

- 19.1 Products shall be new unless otherwise specified.
- 19.2 Products shall not be stored on the site unless approved by the City.
- 19.3 The City shall not pay the Contractor for products not incorporated into the Work unless prior approval has been obtained from the City.

GC 20.0 Field Review

- 20.1 The City shall have access to the Work whenever it is in progress.
- 20.2 The Contractor shall ensure that all specified field reviews or tests have made before covering the work to be reviewed.
- 20.3 The Contractor shall uncover work that has not been reviewed as specified and make the work good at the Contractor's expense.

GC 21.0 Builders' Lien Holdback

- 21.1 A lien holdback of ten percent (10%) of the cost of the Work will be deducted from the second (2nd) and subsequent progress invoices, and held by the City until fifty-five (55) days after the date of Substantial Performance, in accordance with the *Builders Lien Act* of British Columbia.

GC 22.0 Bonds

- 22.1 Bonding is not required for this contract.

GC 23.0 Warranty

- 23.1 Product warranties requiring guarantees in excess of two years shall be issued by the manufacturer to the benefit of the Owner. The Contractor is responsible to obtain these warranties on behalf of the Owner from the manufacturer.

GC 24.0 Deficiency Holdback

24.1 The City will retain a holdback of three (3) times the City's estimated value of any work that is considered deficient or incomplete at the time of Substantial Performance.

GC 25.0 Hazardous Materials

25.1 The City will endeavour to identify the presence of potentially hazardous materials, specifically asbestos or PCBs. The Contractor shall be responsible for bringing to the attention of the City the presence, or suspected presence, of a potentially hazardous material affecting the work. An appropriate means of dealing with the material will be agreed upon between the City and the Contractor. Unless specified otherwise in the Documents, the cost of the removal of asbestos and PCBs will be borne by the City.

GC 26.0 Safety Requirements

26.1 The Contractor shall review the City's worksite hazard communication program and shall sign and submit the related documentation to the City prior to commencing work on the site.

End of General Conditions

APPENDIX D

General Requirements

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 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of exiting floors, walls, ceilings, or other existing site or building areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish. Obtain written approval from the structural engineer, retained and paid for by the contractor, prior to cutting, coring, and/or drilling into building structural elements.

4.0 Submittals

4.1 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) Construction Schedule;
 - b) Proof of Insurance (see Request for Proposal and General Conditions);
 - c) Clearance Letter from WorkSafe BC;
 - d) Proof of a valid City of New Westminster Business License.

4.2 Shop Drawings & Samples

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

4.3 Submittals For Substantial Performance

- .1 The following submittals shall be provided by the contractor for the City'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.

5.0 Maintenance Manuals

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

6.0 Utilities And Services

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

6.2 The Contractor may use washrooms as designated by the City.

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

7.0 Security

7.1 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.

7.2 The contractor's employees are to wear photo identification (provided by the City) at all times when in the work area inside the building.

8.0 Access

8.1 Coordinate with City staff prior to commencing work. Parking is available on site.

9.0 Dangerous Materials

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

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

10.0 Site Control And Organization

10.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily. Sweep clean all floor areas in, and adjacent to, the work area on a daily basis.

11.0 Site Meetings

11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.

11.2 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.

11.3 The Consultant shall record and distribute the minutes of any such meetings.

12.0 Pre-Construction Conference

12.1 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.

13.0 Rectify Damages

13.1 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.

14.0 Rejected Work

14.1 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.

15.0 Quality Of Work

15.1 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.

16.0 Temporary Supports

16.1 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.

17.0 Consultation With Owner

17.1 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.

18.0 Protection Of The Public And Others

- 18.1 The Contractor shall take adequate measures to protect the public, City of New Westminister 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.
- 18.2 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.

19.0 Hours Of Work

- 19.1 The Contractor shall carry out all work from 7:30 am through 7:00 pm, Monday through Friday.
- 19.2 The Contractor shall coordinate schedule with the applicable City staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

20.0 Contractor Closeout

20.1 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.

20.2 Project Closeout

- .1 Flush clear all drains affected by the work;
- .2 Clean site of materials and debris created by the Construction;
- .3 Submit written acceptance that utility companies have inspected services to their satisfaction;
- .4 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;
- .5 Attend a final walk-through with the City and Consultant to identify any final deficiencies;
 - .6 Make good all known deficiencies in the work and notify the Consultant of readiness for final inspection only after completion of these items;
 - .7 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.

21.0 Special Instructions

21.1 The City does not permit smoking in or on the premises at any time.

22.0 Waste Management

22.1 The Contractor shall remove all waste from the site within forty-eight (48) hours after demolition.

22.2 The waste bins shall be located in an area that does not interfere with the normal operations of the building.

22.3 The City does not permit the use of existing on site waste receptacles by the Contractor.

22.4 Unless otherwise specified, all materials removed become the property of the Contractor, and must be disposed of in conformance with municipal, provincial, federal and WorkSafe BC requirements.

22.5 Separate recyclable and toxic waste materials from the waste stream. Deliver to a local waste management facility.

End of General Requirements