



NEW WESTMINSTER

CORPORATION OF THE CITY OF NEW WESTMINSTER

CONTRACT No. NWIT-24-12

Queensborough Shoreline Protection Rehabilitation

Updated Instructions to Tenderers

Updated Supplementary General Conditions

Title	Pages
Table of Contents	2 Pages
Invitation to Tender	1 Page
INSTRUCTIONS TO TENDERERS: PART I	
1.0 Introduction	IT Part 1 Page 1
2.0 Tender Documents	IT Part 1 Page 2
3.0 Submission of Tenders	IT Part 1 Page 3
4.0 Additional Instructions to Tenderers	IT Part 1 Page 4
Instructions to Tenderers: Part II (MMCD, Platinum Edition)	Not Reproduced
FORM OF TENDER	
Form of Tender	FT Page 1-3
Appendix 1 – Schedule of Quantities and Prices	FT Page 4-10
Appendix 2 – Preliminary Construction Schedule	FT Page 11-12
Appendix 3 – Experience of Superintendent	FT Page 13
Appendix 4 – Comparable Work Experience	FT Page 14
Appendix 5 – List of Subcontractors	FT Page 15
Appendix 6 – Force Account Labour and Equipment Rates	FT Page 16
Appendix 7 – Declaration – Living Wage Employer	FT Page 17
AGREEMENT	
Agreement between Contractor and Owner	AGT Page 1-4
Schedule 1 – Schedule of Contract Documents	AGT Page 5
Schedule 2 – List of Contract Drawings	AGT Page 6-7
Schedule 3 – Prime Contractor Designation	AGT Page 8-10
CONDITIONS, SPECIFICATIONS & DRAWINGS	
General Conditions (MMCD, Platinum Edition)	Not Reproduced
Supplementary General Conditions	SGC 1 – 10
Standard Specifications (MMCD, Platinum Edition)	Not Reproduced
Supplementary Specifications	SSPEC 1
Standard Detail Drawings (MMCD, Platinum Edition)	Not Reproduced
ATTACHMENTS	
Attachment 1 – Contract Drawings	13 Pages
Attachment 2 – Location 1 Construction Environmental Management Plan (CEMP)	39 Pages
Attachment 3 – Location 2 Construction Environmental Management Plan (CEMP)	37 Pages

Title	Pages
Attachment 4 – Chance Find Management Plan	19 Pages
Attachment 5 - Location 1 DFO Letter of Advice 23-HPAC-01197	4 Pages
Attachment 6 - Location 1 VFPA Permit 22-050	17 Pages
Attachment 7 – Location 1 Conceptual Construction Management Plan	2 Pages
Attachment 8 - Heritage Conservation Act Permit – 2021-0324	1 Page

INVITATION TO TENDER

**CORPORATION OF THE CITY OF NEW WESTMINSTER
(THE OWNER)**

Contract: Queensborough Shoreline Protection Rehabilitation

Reference No: NWIT-24-12

The Owner invites tenders for:

The Queensborough Shoreline Protection Rehabilitation project, located in New Westminister, BC. The tender will be broken into three parts to include a Base Scope and two Provisional scopes.

Phase 1:

Base Scope – Location 1: CH 0+003 to 0+105

Provisional Scope 1 – Location 1: CH0+105 to 0+135

Phase 2:

Provisional Scope 2 – Location 2: CH0+000 to 0+130

It is City's intention that the Phase 1 Works will be completed in the current DFO least risk fisheries window ending on 28 February 2025, while the Phase 2 Works will be undertaken in the following DFO least risk fisheries window starting on June 16, 2025. However, the Provisional Scope 1 and Provisional Scope 2 are subject to funding availability and permits. The City reserves its rights to not proceed with some or all of the Provisional Scope.

Copies of the Contract Documents are available for download from the City of New Westminister Purchasing site at:

<https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open>

Tenderers are responsible to check for all subsequent addendums/amendments on the City's Purchasing web page and/or BC Bid and respond according to the Invitation to Tender documents.

Tenders are scheduled to close at:

Tender Closing Date: Thursday, November 14, 2024

Tender Closing Time: 3:00 pm (Local Time)

Tenders to be submitted by email to nwpurchasing@newwestcity.ca with Subject "NWIT-24-12 Queensborough Shoreline Protection Rehabilitation". The City reserves the right to ask any Tenderer to forward a hard copy of the tender and bond after Tender Closing.

A tender shall be accompanied by Bid Security in the amount of ten percent (10%) of the Tender Price payable to the Corporation of the City of New Westminister. 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.

Enquiries regarding this tender may be directed to:

Heather Rossi, Procurement Specialist

City of New Westminister

nwpurchasing@newwestcity.ca

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 City of New Westminister Council.

INSTRUCTIONS TO TENDERERS

Instructions to Tenderers, Part I

INSTRUCTIONS TO TENDERERS – PART 1

(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)

CORPORATION OF THE CITY OF NEW WESTMINSTER

(THE OWNER)

Contract: **Queensborough Shoreline Protection Rehabilitation**

Reference No: **NWIT-24-12**

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:

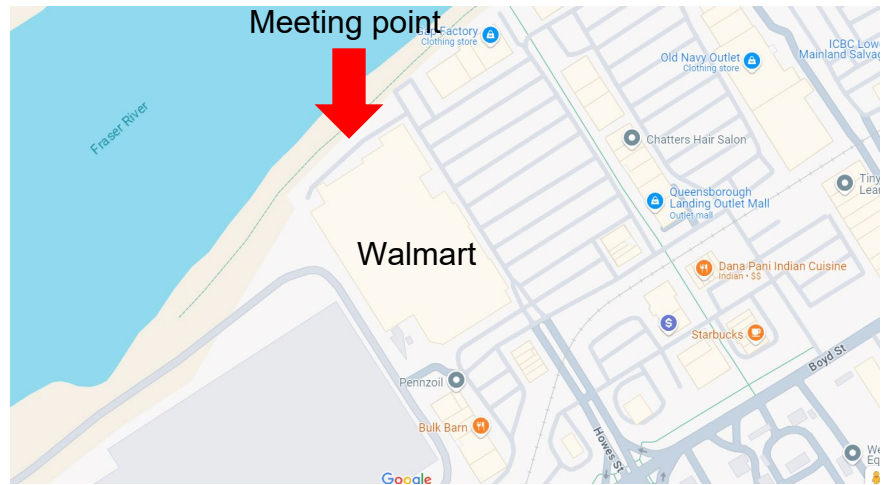
The work will include, but not be limited to:

- the removal and off-site disposal of all existing logs, timber, debris, organic surface material and other deleterious material from the slope,
- slope reprofiling and earthworks
- extension of stormwater outfalls
- supply and placement of geotextile fabric, filter rock, armour rock, planting baskets and vegetation to incorporate habitat features.
- miscellaneous works including, riparian planting, mudflat planting, removal and reinstallation of fencing.

1.2 Direct all inquiries regarding the *Contract*, to:
Heather Rossi, Procurement Specialist
City of New Westminister
511 Royal Ave, New Westminister, BC, V3L 1H9
email: nwpurchasing@newwestcity.ca

1.3 **Optional Site Meeting**

The City has arranged an **Optional Site Meeting** on **Monday, 28 October 2024** starting at **9:00AM** at the northern side of the Walmart on Howes Street, New Westminister (refer below map).



While attendance is at the discretion of the Tenderer, Tenderers who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. The City will not keep nor distribute minutes of the meeting.

The purpose of this Information Meeting is to provide Tenderers with an opportunity to view the site, current equipment, and present questions relative to the specifications, and requirements.

If requested, the City will provide the company name and phone number of the attendees at the Optional Site Meeting, by posting an attendance list on the City's website.

1.4 **Deadline for Inquiries**

The deadline for submitting inquiries is **seven (7) days** before the Tender Closing Date. Any inquiries received after this time may not be answered

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*", and Schedule 3 "Prime Contractor Designation".

2.2 Portions 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*.

Copies of the Master Municipal Construction Document (Platinum 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 only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.
- Addenda
- 2.4 Should addenda to the tender 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 Tender Closing date and time.
- 2.5 All Addenda become part of the Contract Documents.
- 2.6 Failure to acknowledge any Addendum may result in the disqualification of the Tenderer.
- 3.0 Submission of Tenders**
- 3.1 Tenders must be submitted in electronic format, to the email address below and must be received on or before:
- Tender Closing Time: 3:00 pm (Local Time)**
- Tender Closing Date: Thursday, November 14, 2024**
- Address: Email to: nwpurchasing@newwestcity.ca with Subject "NWIT-24-12 Queensborough Shoreline Protection Rehabilitation".
- Attention **Purchasing Manager**
:
- 3.2 Late tenders will not be accepted or considered, and will be returned unopened.
- 3.3 The City will not open this Tender in public. The City will make the Tender results available to Tenderers within a reasonable period following the Tender Closing Date and Time.

4.0 Additional Instructions to Tenderers Items 5 to 19

- 5.0 Tender Requirements**
- 5.1 **IT 5.3.4 (amend clause 5.3.4 as follows)**
 Add “The Comparable Work Experience listed in Appendix 4 must be comparable in scope and magnitude to the Work of this Tender.”
- 5.2 **IT 5.3 (amend clause 5.3 as follows)**
 Add “5.3.6 Appendix 6 – Force Account Labour and Equipment Rates. Insert the hourly rates for Labour and Equipment including allowances for taxes, assessments, benefits, tools, overhead, and profit.”
- Add “5.3.7 Appendix 7 – Declaration – Living Wage Employer”

- 6.0 Amendment of Tenders**
- 6.1 **IT 12.1 (amend clause 12.1 as follows)**
 Delete “or fax,” from the first sentence.

- 7.0 Award**
- 7.1 **IT 15.1 (delete clause 15.1.1 and replace with):**
- 15.1.1 Reject any or all Tenders if the City determines, in its sole discretion and after appropriate investigation and evaluation, that:
- a) the comparable work references are, in the opinion of the City, unsatisfactory; **OR**
 - b) information becomes available after Closing Time which significantly changes the scope or extent of the project; **OR**
 - c) the Tender, or all of the Tenders, exceeds the available budget funds; **OR**
 - d) less than three (3) Tenders are received.

- 7.2 **IT 15.5 (add clause 15.5 as follows)**
 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 IT 5, 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 the by 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 on-going unresolved claims;
 - a. in 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 totalling in excess of \$100,000.00 beyond 90 days of contract substantial completion for any construction project with the City.
 - b. in determining whether or not to reject a tender under this section, the City will consider whether the litigation or 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.

The *Owner* will, following receipt of an acceptable tender, issue in writing a *Notice of Award* to the successful tenderer. This Notice will be given as soon as possible following the closing of tenders and, unless otherwise agreed to by the tenderer, not later than sixty (60) days following the Tender Closing Date.

7.3 **IT 15.6 (add clause 15.6 as follows)**

The *Owner* may, prior to and after Contract Award, negotiate changes to the scope of the Work, the type of materials, the specifications or any conditions with the low tenderer without having any duty or obligation to advise any other tenderer or to allow them to vary their Tender Prices as a result of such changes and the *Owner* shall have no liability to any other tenderer as a result of such negotiations or modifications.

The award of this *Contract* is subject to approval of the *Owner* and to the availability of sufficient funds to complete the Work. The City may delete certain portions of the Work if Tender Prices exceed the available budget.

8.0 Prime Contractor Designation

8.1 **IT 18.0 (add clause 18.0 as follows)**
Schedule 3 Prime Contractor Designation forms part of the Agreement.

9.0 Freedom of Information

9.1 **IT 19.0 (add clause 19.0 as follows)**
The City of New Westminster is subject to the Province of British Columbia *Freedom of Information and Protection of Privacy Act*. All documents will be received and held in confidence by the City of New Westminster and the information will not be disclosed, except to the extent necessary for carrying out the City's purposes or as required by law.

10.0 Living Wage Information

10.1 **IT 20.0 (add clause 20.0 as follows)**
Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer" (see Form of Tender - Appendix 7). 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 current living wage rate for Metro Vancouver is \$25.68 per hour, 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://www.livingwageforfamilies.ca/living_wage_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** (see Form of Tender - Appendix 7).

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 Page](#) for further information.

- 11.0 Good Neighbour Protocol**
- 11.1 IT 21.0 (add clause 21.0 as follows)**
 This policy is for City-led construction projects and works. The [Good Neighbour Protocol](#) (GNP) provides guidelines to minimize construction related impacts to residents and businesses.
- The successful contractor will be required to adhere to the Good Neighbour Protocol. Please review the City’s Good Neighbour Protocol for further information.
- 12.0 Non-Road Diesel Engine Emissions Regulation**
- 12.1 IT 22.0 (add clause 22.0 as follows)**
 All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver’s Non-Road Diesel Engine Emission Regulation Bylaw No. 1329, 2021 (the Bylaw). The Bylaw requires owners or operators of Tier 0 and Tier 1 non-road diesel engines to register, label, and pay fees in order to operate within Metro Vancouver. Please advise what Engine Tier your proposed equipment meets and if it complies with Metro Vancouver’s Bylaw. Provide the engine registration number issued by Metro Vancouver if applicable. The City, at its discretion, may give preference to equipment that meets higher emission standards. To register your equipment call Metro Vancouver for assistance at 604-451-6655 or visit www.metrovancouver.org/nonroaddiesel
- 13.0 Tree Protection**
- 13.1 IT 23.0 (add clause 23.0 as follows)**
 The contractor must protect all trees in accordance with City policy. Requirements for tree protection are available on the City’s website. The contractor is required to make application and obtain a tree protection permit prior to the start of the work. Final location of the tree protection is to be reviewed with, and approved by the City Arborist.
- 14.0 Sanctuary City**
- 14.1 IT 24.0 (add clause 24.0 as follows)**
 The City is a Sanctuary City; the contractor shall comply with the Sanctuary City Policy, which can be found on the City’s website. <https://www.newwestcity.ca/sanctuary-city-policy>
- 15.0 DFO Least-risk Fisheries Window**
- 15.1 IT 25.0 (add clause 25.0 as follows)**
 The Contractor must adhere to the least risk timing window for fish and fish habitat in this section of the Fraser River estuary from June 16th to February 28th for any in-water works, undertakings and activities.

16.0 Compliance with Permits**16.1 IT 26.0 (add clause 26.0 as follows)**

The Contractor must adhere to the requirements laid out in the following obtained permits:

- a. Vancouver Fraser Port Authority – PER22-050
- b. Department of Fisheries and Oceans – Fisheries Act Authorization (FAA) Letter of Advice 23-HPAC-01197
- c. Environment and Climate Change Canada – Species at Risk Act (SARA) Permit #3906 – Letter of Authorization
- d. Heritage Conservation Act Permit – 2021-0324

Additional Permits currently under review (as part of the provisional work):

- a. Department of Fisheries and Oceans – Fisheries Act Authorization (FAA) Letter of Advice 24-HPAC-00257
- b. Ministry of Water, Land, and Resource Stewardship – Water Sustainability Act (WSA) approval: 2009878
- c. Ministry of Forests – Dike Maintenance Act

17.0 Temporary Access Agreement with 345 Gifford Street**17.1 IT 27.0 (Add clause 27.0 as follows)**

The contractor must adhere to the requirements laid out in the agreement with owner of 345 Gifford Street:

- a. That all persons working on the Project will be required to check in and check out (with valid ID) at the security checkpoint at the entrance of the Lands so that there will have a daily record of anyone entering the Lands, pursuant to the security requirements of the Land's tenant occupying the Lands. The City shall provide the Land Owner with a list of all persons working on the Project and will update such list as required during the Term, so that only authorized personnel will be permitted to cross the security checkpoint
- b. That all trucks and machinery will roll through wheel cleaners before entering the Lands, after leaving the work site so as not to track dirt throughout the lands;
- c. Access to the Location 1 will be through the operational Kruger facility. Refer Attachment 7 - Draft Conceptual Construction Plan for indicative access and egress routes. This plan is provided for information only and should not be relied upon by the *Contractor*. The *Contractor* shall develop their own Construction Management Plan that shall include, but not limited to, access and egress routes, stockpile locations, site facilities and site fencing.

18.0 Chance Find Management Protocol**18.1 IT 28.0 (Add clause 28.0 as follows)**

The Contractor must adhere to and be familiar with the Chance Find Management Protocol (CFMP).

**19.0 Construction
Environmental
Management
Plan**

19.1 IT 29.0 (Add clause 29.0 as follows)

The Contractor must adhere to and be familiar with the requirements laid out in the Construction Environmental Management Plan (CEMP) as part of requirements laid out by the City obtained permits.

FORM OF TENDER WITH APPENDICES

- Form of Tender
- Appendix 1: Schedule of Quantities and Prices
- Appendix 2: Preliminary Construction Schedule
- Appendix 3: Experience of Superintendent
- Appendix 4: Comparable Work Experience
- Appendix 5: List of Sub-Contractors
- Appendix 6: Force Account Labour and Equipment Rates
- Appendix 7: Declaration – Living Wage Employer

FORM OF TENDER

CORPORATION OF THE CITY OF NEW WESTMINSTER
(THE OWNER)

Contract: **Queensborough Shoreline Protection Rehabilitation**

Reference No: **NWIT-24-12**

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 Phase 1 Work (Location 1 Base Scope and Location 1 Provisional Scope if ordered) on or before 31 March 2025; and Phase 2 Work (Location 2 Provisional Scope if ordered) on or before 30 August 2025, and
- 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 *GST*.

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.

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

Tenderer's Initials _____

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 sixty (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 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:

- a) a Performance Bond in the amount of 50% of the Contract Price, issued by a surety licensed to carry on the business of surety ship in the Province of British Columbia, and in a form acceptable to the *Owner*;
- b) a Labour and Material Payment Bond in the amount of 50% of the Contract price, the Labour and Material Payment Bond must be a **Broad Form bond**, protecting all companies with a direct contract with the Principal or any sub-contractor of the Principal;
- c) a *Baseline Construction Schedule*, as provided by GC 4.6.1;
- d) a “clearance letter” indicating that the tenderer is in WorkSafeBC compliance;
- e) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and,
- f) proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License

5.1.2 sign the *Contract Documents* as required by GC 2.1.2.

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

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:

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

b) 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* upon written notice to us, may 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 lesser of:

a) the face value of the *Bid Security*; and

Tenderer's Initials _____

- b) the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

7 OUR ADDRESS is as follows:

Phone: _____

Fax: _____

E-mail:: _____

Attention: _____

This Tender is executed this

_____ day of _____, 2024

Contractor:

(full legal name of corporation, partnership or individual)

(Authorized Signatory)

(Authorized Signatory)

Tenderer's Initials _____

FORM OF TENDER – Appendix 1**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 *GST*. *GST* shall be shown separately.)

BASE SCOPE - Location 1: CH 0+003 to 0+105

No.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
1. PRELIMINARIES					
1.01	Mobilization	LS	1	\$	\$
1.02	Demobilization	LS	1	\$	\$
1.03	Utility locates	LS	1	\$	\$
1.04	Bonds and Insurance	LS	1	\$	\$
1.05	Fencing and security	LS	1	\$	\$
1.06	Submittals and plans	LS	1	\$	\$
1.07	Material testing	LS	1	\$	\$
1.09	Traffic controls, signage, and flag controls	LS	1	\$	\$
2. STATION 0+003 TO STATION 0+105					
2.01	Survey	LS	1	\$	\$
2.02	Qualified Environmental Professional Services	LS	1	\$	\$
2.03	Remove and dispose of shoreline vegetation, garbage, debris, failed geotextile, piles, retaining wall, structures, and tree stumps within the footprint of the structure	LS	1	\$	\$
2.04	Extension of existing outfall pipe at 0+060	LS	1	\$	\$
2.05	Extension of existing outfall pipe at 0+090	LS	1	\$	\$
2.06	Supply and installation of geotextile	m ²	1,649	\$	\$
2.07	Supply and installation of filter rock	m ³	283	\$	\$
2.08	Supply and installation of armour rock	m ³	767	\$	\$
2.09	Excavate, load, haul and dispose unsuitable fill material offsite	m ³	435	\$	\$
2.10	Gabion planting basket incl. stone and topsoil fill	l.m	97	\$	\$

Tenderer's Initials _____

No.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
2.11	Supply and place topsoil beneath the planting basket	m ³	17	\$	\$
2.12	Supply, place and compact imported backfill	m ³	59	\$	\$
2.13	Replacement of chain wire fence	LS	1	\$	\$
2.14	Riparian zone planting	m ²	161	\$	\$
2.15	Vegetated bench planting	m ²	97	\$	\$
2.16	Establishment period	weeks	12	\$	\$
Tender Price to be carried over to Summary Sheet				\$	

Tenderer's Initials _____

PROVISIONAL SCOPE 1 - Location 1: CH0+105 to 0+135

No.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
1. PRELIMINARIES (EXTRA-OVER IF REQUIRED)					
1.01	Mobilization	LS	1	\$	\$
1.02	Demobilization	LS	1	\$	\$
1.03	Utility locates	LS	1	\$	\$
1.04	Bonds and Insurance	LS	1	\$	\$
1.05	Fencing and security	LS	1	\$	\$
1.06	Submittals and plans	LS	1	\$	\$
1.07	Material testing	LS	1	\$	\$
1.09	Traffic controls, signage, and flag controls	LS	1	\$	\$
2. STATION 0+105 TO STATION 0+135					
2.01	Survey	LS	1	\$	\$
2.01	Qualified Environmental Professional Services	LS	1	\$	\$
2.02	Remove and dispose of shoreline vegetation, garbage, debris, failed geotextile, piles, retaining wall, structures and tree stumps within the footprint of the structure	LS	1	\$	\$
2.03	Supply and installation of geotextile	m ²	485	\$	\$
2.04	Supply and installation of filter rock	m ³	86	\$	\$
2.05	Supply and installation of armour rock	m ³	243	\$	\$
2.06	Excavate, load, haul and dispose unsuitable fill material offsite	m ³	235	\$	\$
2.07	Gabion planting basket incl. stone and topsoil fill	l.m	23	\$	\$
2.08	Supply and place topsoil beneath the planting basket	m ³	5	\$	\$
2.09	Supply, place and compact imported backfill	m ³	2	\$	\$
2.10	Riparian zone planting	m ²	166	\$	\$
2.11	Vegetated bench planting	m ²	23	\$	\$
2.12	Establishment period	weeks	12	\$	\$
Tender Price to be carried over to Summary Sheet				\$	

Tenderer's Initials _____

PROVISIONAL SCOPE 2 - Location 2: CH0+000 to 0+130

No.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
1. PRELIMINARIES					
1.01	Mobilization	LS	1	\$	\$
1.02	Demobilization	LS	1	\$	\$
1.03	Utility locates	LS	1	\$	\$
1.04	Bonds and Insurance	LS	1	\$	\$
1.05	Fencing and security	LS	1	\$	\$
1.06	Submittals and plans	LS	1	\$	\$
1.07	Material testing	LS	1	\$	\$
1.09	Traffic controls, signage, and flag controls	LS	1	\$	\$
2. SHORELINE PROTECTION					
2.01	Survey	LS	1	\$	\$
2.02	Qualified Environmental Professional Services	LS	1	\$	\$
2.03	Remove and dispose of shoreline debris including vegetation, garbage, concrete, failed geotextile, piles, logs, retaining wall, structures and tree stumps within the footprint of the structure	LS	1	\$	\$
2.04	Excavate, place and compact existing fill material	m ³	626.8	\$	\$
2.05	Supply and installation of geotextile	m ²	2,157	\$	\$
2.06	Supply and installation of filter rock	m ³	391	\$	\$
2.07	Supply and installation of armour rock	m ³	1,111	\$	\$
2.08	Gabion planting basket incl. stone and topsoil fill	l.m	122	\$	\$
2.09	Supply and place topsoil beneath the planting basket	m ³	14	\$	\$
2.10	Supply, place and compact imported backfill	m ³	155	\$	\$
3. REVEGETATION					
3.01	Riparian zone planting	m ²	1645	\$	\$
3.02	Vegetated bench planting	m ²	122	\$	\$
3.03	Mudflat planting	m ²	530	\$	\$

Tenderer's Initials _____

No.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
3.04	Removal of invasive species within footprint of works and planting zones	LS	1	\$	\$
3.05	Establishment period	weeks	12	\$	\$
Tender Price to be carried over to Summary Sheet				\$	

Tenderer's Initials _____

FORM OF TENDER – Appendix 1**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 *GST*. *GST* shall be shown separately.)

TENDER SUMMARY

ITEM	DESCRIPTION	TOTAL AMOUNT
1	Base scope – Location 1: CH 0+003 to 0+105	\$
2	Provisional Scope 1 – Location 1: CH 0+105 to 0+135	\$
3	Provisional Scope 2 - Location 2: CH0+000 to 0+130	\$
TENDERED PRICE		\$
5% GST		\$
TOTAL TENDERED PRICE		\$

Tenderer's Initials _____

FORM OF TENDER – Appendix 1

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 *GST*. *GST* shall be shown separately.)

Tenderers shall fill in the below Schedule with unit rates. The rates will be used if additional work is directed by the *Owner* or the *Owners* Representative

No.	Description	Unit	Unit Price (\$)
1. LOCATION 1 RATE ONLY ITEMS			
1.01	Excavate, place and compact existing fill material	m ³	\$
1.02	Excavate, load, haul and dispose unsuitable fill material offsite	m ³	\$
1.03	Supply, place and compact imported backfill	m ³	\$
1.04	Installation of 1.8m high chain wire fence	l.m	\$
1.05	Supply and place top soil (100mm thick)	m ²	\$
2. LOCATION 2 RATE ONLY ITEMS			
2.01	Excavate, place and compact existing fill material	m ³	\$
2.02	Excavate, load, haul and dispose unsuitable fill material offsite	m ³	\$
2.03	Supply, place and compact imported backfill	m ³	\$
2.04	Supply and place top soil (100mm thick)	m ²	\$

Tenderer's Initials _____

FORM OF TENDER – Appendix 2

**PRELIMINARY CONSTRUCTION SCHEDULE
PHASE 1**

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

The Tenderer shall attach a schedule of activities for Phase 1 in the form of a Bar Chart for the conduct of the Work to include at minimum major item descriptions and time assuming a Contract Award date of November 20, 2024.

ACTIVITY	PHASE 1 - CONSTRUCTION SCHEDULE (WEEKS)											
Onsite Project Works												
Mobilisation												
Site works as per stages in IFC drawings												
Installation of vegetation												
Substantial Completion												
End of vegetation Establishment Period												

Tenderer's Initials _____

FORM OF TENDER – Appendix 2

**PRELIMINARY CONSTRUCTION SCHEDULE
PHASE 2**

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

The Tenderer shall attach a schedule of activities Phase 2 in the form of a Bar Chart for the conduct of the Work to include at minimum major item descriptions and time assuming a Contract Award date of November 20, 2024

ACTIVITY	PHASE 2 CONSTRUCTION SCHEDULE (WEEKS)											
Onsite Project Works												
Mobilisation												
Site works as per stages in IFC drawings												
Installation of vegetation												
Substantial Completion												
End of vegetation Establishment Period												

Tenderer's Initials _____

FORM OF TENDER – Appendix 3

EXPERIENCE OF SUPERINTENDENT

(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)
Include name and contact information for references

Name: _____ Years' Experience: _____

Experience:

Date: _____

Project Name: _____

Responsibilities: _____

References: _____

Date: _____

Project Name: _____

Responsibilities: _____

References: _____

Date: _____

Project Name: _____

Responsibilities: _____

References: _____

Tenderer's Initials _____

FORM OF TENDER – Appendix 4

COMPARABLE WORK EXPERIENCE

(See paragraph 5.3.4 of the Instructions to Tenderers - Part II and paragraph 54.1 of the Instructions to Tenderer – Part I – add additional pages as necessary)

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

Tenderer's Initials _____

FORM OF TENDER – Appendix 6

FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

(See paragraph 5.2 – 5.3.6 of the Instructions to Tenderers - Part I)

Labour and Equipment Classification	Hourly Rate	Overtime Rate
Superintendent	\$ /hour	\$ /hour
Construction Safety Officer	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour

Tenderer's Initials _____

FORM OF TENDER – Appendix 7

DECLARATION – LIVING WAGE EMPLOYER

(See paragraph 5.2 - 5.3.7 and paragraph 10.1 of the Instructions 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 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:

Tenderer’s Initials _____

AGREEMENT

- Agreement
 - Schedule 1 – Schedule of Contract Documents
 - Schedule 2 – List of Drawings
 - Schedule 3 – Prime Contractor Designation

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.)

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____ 2024

Contract: **Queensborough Shoreline Protection Rehabilitation**

Reference No. **NWIT-24-12**

BETWEEN:

The Corporation of the City of New Westminster
 511 Royal Avenue
 New Westminster, BC, V3L 1H9
 (the “*Owner*”)

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the “*Contractor*”)

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

- | | | |
|--|-----|--|
| Article 1 | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> , provide all labour, equipment, and material, and do all things strictly as required by the <i>Contract Documents</i> . |
| The Work Start / Completion Dates | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the Phase 1 <i>Work</i> (Location 1 Base Scope and Location 1 Provisional Scope if ordered) on or 31 March 2025 and the Phase 2 <i>Work</i> (Location 2 Provisional Scope if ordered) on or before 30 August 2025, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . |
| | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

**Article 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*.

**Article 3
Contract Price**

- 3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following
- 3.1.1 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
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 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*.

**Article 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.

**Article 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*.

**Article 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*:

**Corporation of the City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9**

Email:
Attention:

The *Contractor*:

Email:
Attention:

The *Contract Administrator*:

**Worley Consulting
Suite 200, 2930 Virtual Way
Vancouver, BC, V5M 0A5**

Email:
Attention

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
 - 6.2.1 immediately upon delivery, if delivered by hand; or
 - 6.2.2 immediately upon transmission if sent by any form of electronic communication, provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission; or
 - 6.2.3 after five (5) *Days* from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor*, at any time, may 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 is received in hard copy.
- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor*, without the express written consent of the *Owner*, shall not, 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 enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

**Article 7
General**

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) (WITNESSED BY SIGNATURE)

(AUTHORIZED SIGNATORY NAME) (WITNESS NAME)

Owner:

Corporation of the City of New Westminster
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) (WITNESSED BY SIGNATURE)

Ron Gidda, CSCL
A/Purchasing Manager

(AUTHORIZED SIGNATORY NAME) (WITNESS NAME)

**Schedule 1
Schedule of
Contract
Documents**

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” edition dated 2009 Platinum. All sections of this publication are included in the *Contract Documents*.

Agreement, including all Schedules;

Schedule 3 – Prime Contractor Designation;

Supplementary General Conditions (included in this document);

General Conditions* (updated to 2016-11-18);

Supplementary Specifications (included in this document);

Specifications*;

Supplementary Standard Detail Drawings (included in this document);

Standard Detail Drawings*;

Executed Form of Tender, including all Appendices;

Contract Drawings listed in Schedule 2 to the Agreement –“List of *Contract Drawings*”;

Attachment 2 – Location 1 Construction Environmental Management Plan (CEMP)

Attachment 3 – Location 2 Construction Environmental Management Plan (CEMP)

Attachment 4 – Chance Find Management Plan

Attachment 5 - Location 1 DFO Letter of Advice 23-HPAC-01197

Attachment 6 - Location 1 VFPA Permit 22-050

Attachment 7 – Location 1 Conceptual Construction Management Plan

Attachment 8 - Heritage Conservation Act Permit – 2021-0324

Instructions To Tenderers - Part I;

Instructions to Tenderers - Part II*;

The following Addenda:

The following Enquiries and Responses:

Schedule 2
List of Contract Drawings –
Location 1

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
COVER SHEET AND DRAWING LIST	317071-00039-00-MA-DGA-1520	B	27-Nov-23
DESIGN CRITERIA AND GENERAL NOTES	317071-00039-00-MA-DGA-1521	B	27-Nov-23
PLAN	317071-00039-00-MA-DGA-1522	B	27-Nov-23
SECTIONS - SHEET 1 OF 2	317071-00039-00-MA-DGA-1523	B	27-Nov-23
SECTIONS - SHEET 2 OF 2	317071-00039-00-MA-DGA-1524	B	27-Nov-23
TYPICAL SECTIONS AND DETAILS	317071-00039-00-MA-DGA-1525	B	27-Nov-23

**List of Contract Drawings –
Location 2**

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
COVER SHEET AND DRAWING LIST	317071-00039-00-MA-DGA-1530	B	21-Feb-24
DESIGN CRITERIA AND GENERAL NOTES	317071-00039-00-MA-DGA-1531	B	21-Feb-24
PLAN	317071-00039-00-MA-DGA-1532	B	21-Feb-24
SECTIONS - SHEET 1 OF 2	317071-00039-00-MA-DGA-1533	B	21-Feb-24
SECTIONS - SHEET 2 OF 2	317071-00039-00-MA-DGA-1534	B	21-Feb-24
PROFILE	317071-00039-00-MA-DGA-1535	B	21-Feb-24
TYPICAL SECTIONS AND DETAILS	317071-00039-00-MA-DGA-1536	B	21-Feb-24

Schedule 3
Prime Contractor Designation

Prime Contractor Designation

This Schedule forms part of the agreement between the Corporation of the City of New Westminster (the “City”) and _____ (the “Contractor”) respecting **NWIT-24-12 Queensborough Shoreline Protection Rehabilitation** (the “Agreement”).

1. DEFINITIONS

1.1 In this Prime Contractor Designation schedule:

- (a) “**Agreement**” means the agreement entered into between the City and the Contractor on [date] in relation to provision of construction services for the Project;
- (b) “**Hazardous Materials Report**” means a report prepared by a qualified person in accordance with s. 20.112 of the *OH&S Regulation*;
- (c) “**Owner**” means the City, which is the owner of the Project;
- (d) “**Project**” means NWIT-24-12 Queensborough Shoreline Protection Rehabilitation;
- (e) “**Project Manager**” means the City’s designate with responsibility to liaise with the Contractor for the purpose of managing, overseeing, coordinating or in any other way administering the Project

2. PRIME CONTRACTOR DESIGNATION

2.1 The Contractor agrees to assume the responsibilities of Prime Contractor for the Project, as set out in the *Workers Compensation Act* and the *OH&S Regulation*.

3. CONTRACTOR RESPONSIBILITIES AS PRIME CONTRACTOR

3.1 As Prime Contractor for the Project, the Contractor will:

- (a) ensure that the activities of employers, workers and other persons at the Project relating to occupational health and safety are coordinated; and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance at the Project with the *Workers Compensation Act* and the *OH&S Regulation*.

3.2 Without limiting the generality of the foregoing, the Contractor will:

- (a) prior to beginning demolition or construction work on the Project, meet with the Project Manager to review and complete the Pre-Job Meeting Form, to review and discuss the information in the City’s Known Hazards Form and the Contractor’s pre-work hazard identification documents, and to review and discuss the Hazardous Materials Report (if any);
- (b) conduct all necessary and appropriate inquiries of all relevant City staff and City records to ensure the Contractor is not missing any information from the City that is relevant to safety at the Project;

- (c) review, plan to address, and address all hazards identified in the City's Known Hazards Form, the Contractor's pre-work hazard identification documents, any Hazardous Materials Report, and any hazards or risk identified in the *Workers Compensation Act* or the *OH&S Regulation*;
- (d) maintain and make available the documents listed on the Pre-Job Meeting Form, as appropriate;
- (e) inform all other employers working on the Project that the Contractor is designated as the Prime Contractor for the Project;
- (f) establish and maintain a system or process that will ensure compliance with the *OH&S Regulation* when visitors (i.e. couriers, inspectors, suppliers, etc.) enter the Project, which shall include site orientation and hazard communication to such visitors by the Contractor or the Contractor's designate;
- (g) maintain a current list of persons that each employer at the Project has designated to be responsible for that employer's health and safety activities at the Project;
- (h) ensure appropriate first aid resources are available for workers at the Project at all times work is being performed, in accordance with and as required by the *OH&S Regulation*;
- (i) if required by the *OH&S Regulation*, submit a Notice of Project to WorkSafeBC in accordance with the *OH&S Regulation*, and comply with all requirements of the *OH&S Regulation* concerning the Notice of Project;
- (j) if required by the *OH&S Regulation*, the Contractor will appoint a Qualified Coordinator for the purpose of ensuring the coordination of health and safety activities for the Project, and the Contractor shall ensure that any Qualified Coordinator so appointed is qualified to perform the responsibilities of his or her position and carries out the roles and responsibilities of a Qualified Coordinator as set out in the *OH&S Regulation*;
- (k) provide the following information, in an always updated form, in a readily available location at the Project;
 - (i) the name of any Qualified Coordinator appointed to the Project;
 - (ii) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station; and
 - (iii) a set of construction procedures designed to protect the health and safety of workers at the Project, developed in accordance with the requirements of the *OH&S Regulation*;
- (l) immediately notify the City of the identity of any Qualified Coordinator appointed by the Contractor at the Project, from time to time.

4. HAZARDOUS MATERIALS

- 4.1 If during demolition or construction work on the Project the Contractor discovers or has reason to believe that there are hazardous materials at the Project that were not set out in any Hazardous Materials Report, the Contractor will;
- (a) immediately notify the Project Manager;
 - (b) take all reasonably appropriate measures to ensure the safety of workers at the Project; and
 - (c) take all reasonably appropriate measures to ensure the safety of the general public.

- 4.2 Upon notification by the Contractor of additional hazardous materials or suspected hazardous materials at the Project not set out in any Hazardous Materials Report, the City, in accordance with the *OH&S Regulation*, will obtain an updated Hazardous Materials Report, and will share such updated report with the Contractor. If the scope of work of the Project is changed as a result of the updated Hazardous Materials Report, the Project Manager will meet with the Contractor to discuss how the Project may be completed in a safe and cost effective manner.

5. GENERAL

- 5.1 In the event of a conflict between the Agreement and the *Workers Compensation Act* or the *OH&S Regulation*, the legislative requirement(s) will apply.
- 5.2 If any part of this schedule is held to be unenforceable by a court or tribunal of competent jurisdiction, that part shall be severed and the remaining parts of this schedule shall remain in full force and effect.
- 5.3 If the Contractor violates any of the requirements of this schedule or of the *Workers Compensation Act* or the *OH&S Regulation*, the City may treat such violation as a breach of the Agreement resulting in possible termination or suspension of the Agreement and/or any other actions deemed appropriate at the discretion of the City.
- 5.4 No failure or delay by either party to this schedule in exercising any power, right or privilege provided in this schedule will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this schedule.
- 5.5 This schedule may be terminated in accordance with the terms of the Agreement.

SUPPLEMENTARY GENERAL CONDITIONS

- Supplementary General Conditions

SUPPLEMENTARY GENERAL CONDITIONS

TABLE OF CONTENTS		Page
1	DEFINITIONS	2
4	CONTRACTOR	2
	4.1 Control of Work	2
	4.3 Protection of Work, Property and the Public	2
	4.6 Construction Schedule	4
	4.17 Survey Layout and As-Constructed Information	5
	4.18 City Industrial Health and Safety Program	5
9	VALUATION OF CHANGES AND EXTRA WORK	5
	9.2.1 Valuation Method	5
	9.4 Quantity Variations	6
13	DELAYS	6
	13.1 Delay by Owner or Contract Administrator	6
	13.3 Unavoidable Delay	6
	13.4 Unforeseeable Market Conditions	6
18	PAYMENT	6
	18.2 Supporting Documentation	6
	18.5 Payment	6
21	WORKERS COMPENSATION REGULATIONS	6
	21.2 Contractor is “Prime Contractor”	6
24	INSURANCE	7
	24.1 Required Insurance	7
25	MAINTENANCE PERIOD	9
	25.1 Correction of Defects	9
	25.2 Commencement of Maintenance Period	10

SUPPLEMENTARY GENERAL CONDITIONS

(TO BE READ WITH "GENERAL CONDITIONS" CONTAINED IN THE PLATINUM EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN "INSTRUCTIONS TO TENDERERS" IT - 2.2)

DEFINITIONS

1

- 1.79 ***"(amend clause X.XX as follows)"*** preceding a supplementary clause means this clause modifies or provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents Platinum Edition, Volume II.
- 1.80 ***"(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 Platinum Edition, Volume II.
- 1.81 ***"(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 Platinum Edition, Volume II in its entirety.

CONTRACTOR Control of Work

4

- 4.1 4.1.3 ***(add clause 4.1.3 as follows)***
The *Contractor* shall take precautions to reduce nuisance caused from mud or dust by clean-up, sweeping, sprinkling with water or other means as necessary to accomplish results satisfactory to the *Contract Administrator*. If the *Contractor* fails to maintain the site tidy or refuses to remove waste and debris as directed by the *Contract Administrator*, the *Owner*, at its own discretion, may proceed to clean the site, remove waste and debris from site, and deduct from any payment due the *Contractor* the cost of such cleaning or removing materials.

4.1.4 ***(add clause 4.1.4 as follows)***

The *Contractor* shall contain storage of material, equipment, and other facilities required to perform the *Works*, within designated areas agreed upon with the *Owner* in advance of commencing the *Works*. The *Contractor* shall consolidate materials, equipment, and facilities to minimize impact on access and street parking, to the satisfaction of the *Owner* and *Contract Administrator*.

Temporary storage of materials and stockpiles outside of the designated areas is limited to a maximum of 5 *Days*.

Protection of Work, Property and the Public

4.3

- 4.3.1 ***(Delete the following from the last sentence of G.C.4.3.1 as follows)***
... except for damage, which, in the Performance of the Work, the *Contractor* could not reasonably avoid.

4.3.4 (amend clause 4.3.4 as follows)

- a) expose and determine conclusively the location in the field all underground utilities and structures whether or not indicated on the *Contract Documents* as being at the *Place of the Work*. The *Contractor* shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the *Place of the Work*, to locate in three dimensions all underground utilities for which they have records. The *Contractor* shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*. The *Contractor* shall provide Fortis BC with three weeks' notice for relocation of any gas mains or services if it is required when crossing the gas lines.
- b) The *Contractor* shall contact BC One Call at least forty eight (48) hours prior to excavating to advise of the *Work*.
- c) The *Contractor* shall obtain all necessary permits from applicable agencies for *Work* around overhead utilities.

4.3.6 (Delete 4.3.6 entirely)**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, survey pins, monuments, or markers that are damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor. Such repairs shall become part of the *Work* and shall be at the *Contractor's* expense.

4.3.8 (add new clause 4.3.8 as follows)

Contractor to submit, fourteen (14) calendar days prior to the start of construction, a Traffic Management Plan (TMP) provided by a qualified traffic management company, and prepared in accordance with the "Traffic Control Manual for Work in Roadways". Road closures will not be allowed without prior approval from the City of New Westminster. The cost of the TMP will be incidental to payment of work described in other sections.

The *Contractor* shall ensure that single lane traffic movement is available in each direction at all times and shall minimize impact to on-street parking and pedestrian access to commercial and residential properties during working hours.

The *Contractor* shall carry out the work such that access to commercial and residential properties is maintained at all times. The *Contractor* shall provide a minimum one week advance written notice to all property owners prior to construction, and shall also provide a minimum two (2) working days' notice to individual property owners prior to commencing work affecting individual property access.

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. 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.

The *Contractor* shall adjust the extent of their laydown area, work area and site fencing throughout the *Works* period to ensure no impacts on the property owner or leasee's operations.

At location 1, the *Contractor* shall not disrupt the operation of the existing stormwater soakage basin without approval from the *Owner*.

Construction Schedule

4.6 4.6.8 (*add new clause 4.6.8 as follows*)

The *Contractor* may carry out the *Work* as per the applicable Bylaws of the *Owner*, or as instructed by the *Owner* in the *Contract Documents*.

4.6.9 (add new clause 4.6.9 as follows)

The *Contractor* shall not schedule work that will require inspection beyond an eight-hour day without the *Contract Administrator's* prior approval. Any extra cost incurred by the *Owner* for work done outside of normal office hours may be deducted from the *Contractor's* monthly payments.

4.6.10 (add new clause 4.6.10 as follows)

On the infrequent occasion that the *Contractor* finds it necessary to work on Saturday, Sunday or Statutory Holiday, the *Contractor* shall obtain the *Contract Administrator's* approval forty-eight (48) hours in advance. Work on Sundays or Statutory Holidays will also require the City's approval, with a minimum two weeks' notice. The *Contractor* shall also be charged a working day and may be charged the overtime inspection costs incurred by the *Owner*. Such costs shall be deducted from monthly progress payments.

**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. 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.

**City Industrial Health and
Safety Program**

4.18

4.18.1 (add new clause 4.18.1 as follows)

4.18.1 All *Contractors* working for the City of New Westminster are required to be aware of the City's Industrial Health and Safety Program. It is the *Contractor's* responsibility to perform the job in compliance with the City's safety standards. The *Contractor* is responsible for the compliance of all employees for whom he is primarily responsible, with all WorkSafeBC Industrial Health and Safety Regulations, as well as all other applicable Regulations.

**VALUATION OF
CHANGES AND EXTRA
WORK**

9

Valuation Method

9.2.1

9.2.1.1 (add to clause)

; subject to final approval of available funding by the *Owner*.

Quantity Variations	9.4	9.4.1 (<i>delete clause 9.4.1 and replace as follows</i>) The <i>Contractor</i> shall hold firm all unit prices submitted in the <i>Schedule of Quantities and Prices</i> regardless of the increase or decrease in quantities.
DELAYS	13	
Delay by Owner or Contract Administrator	13.1	13.1.2 (<i>add clause 13.1.2 as follows</i>) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims of delay caused by BC Hydro, TELUS, Fortis BC, Metro Vancouver, telecommunication companies, <i>Owner's</i> forces, or other utility corporations arising out of or connected to the <i>Work</i> .
Unavoidable Delay	13.3.1	13.3.1 (<i>add to clause</i>) After <i>Abnormal Weather</i> add "Global Pandemic,"
Unforeseeable Market Conditions	13.4.1	<i>Delete 13.4.1 entirely</i>
PAYMENT	18	
Supporting Documentation	18.2.2	18.2.2 (<i>amend clause 18.2.2 as follows</i>) If requested in writing by the <i>Owner</i> , the <i>Contractor</i> shall, as a precondition to the issuance of the <i>Payment Certificate</i> , provide a sworn declaration in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration to the <i>Contract Administrator</i> that all amounts relating to the <i>Work</i> , due and owing as of the end of the month covered by the <i>Payment Certificate</i> to third parties including all subcontractors and suppliers, have been paid.
	18.2.3	18.2.3 (<i>add clause 18.2.3 as follows</i>) The <i>Owner</i> retains the right to obtain proof of payment, in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the <i>Contractor</i> prior to making final payment.
Payment	18.5	18.5.1 (<i>amend clause 18.5.1 as follows</i>) The net amount shown for payment on a <i>Payment Certificate</i> shall be due and payable to the <i>Contractor</i> on or before the 15 th <i>Day</i> after the receipt by the <i>Owner</i> of the <i>Payment Certificate</i> .
WORKERS COMPENSATION REGULATIONS	21	
Contractor is "Prime Contractor"	21.2.1	Delete "Substantial Performance" and Replace with "Total Performance"

INSURANCE
Required Insurance

24

24.1

24.1 *(delete Clause 24.1.1 and replace as follows)*

Contractor will at the *Contractor's* expense, carry with an insurance company or companies and under policies of insurance acceptable to and approved by *Owner* the following insurance with limits not less than shown in the respective items:

- (1) Commercial General Liability Insurance in an amount not less than **TEN MILLION DOLLARS (\$10,000,000.00)** per occurrence, to cover all operations of the Licensee at or about the Lands. Such insurance shall include the following endorsements:
 - i) Contractual Liability (including this Agreement);
 - ii) Non-Owned Automobiles;
 - iii) Products and Completed Operations;
 - iv) Broad Form Property Damage;
 - v) Cross Liability (Separation of Insureds);
 - vi) Employees as Additional Insureds;
 - vii) Contingent Employer's Liability;
 - viii) Personal Injury;
 - ix) **Licensee's Legal Liability (if applicable); and**
 - x) **Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling, and grading (if applicable).**

- (2) Pollution Liability Insurance (on a "Sudden and Accidental" basis) in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per claim to cover the release of Contaminants resulting from the Outfall System and/or use of the Licence Area and Working Area;

- (3) Automobile Liability Insurance in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per occurrence for all licensed vehicles owned, leased, rented, or used by the Licensee in the performance of this Licence Agreement;

- (4) **Property Insurance on an "all risk" basis (including coverage for the perils of flood and earthquake) in an amount not less than the full replacement cost of such property.**

- (5) Workers' compensation coverage in respect of all Licensee's employees, workers and servants engaged in any work in or upon the Licence Area and Working Area or in the event workers' compensation coverage is not available under the applicable legislation, employer's liability insurance in lieu thereof;

- (6) **The insurance specified in Sections (a), (b) and (d) shall name the Vancouver Fraser Port Authority and His Majesty the King in right of Canada as Additional Insureds;**
- (7) **The insurance specified in Sections (a), (b), (d) and (e) shall include a Waiver of Subrogation in favour of the Licensor;**
- (8) **Certificates of insurance evidencing the insurance specified hereunder (and subsequent renewals thereof) will be delivered to the Licensor prior to the Commencement Date and subsequent insurance policy renewals will be delivered to the Licensor not later than THIRTY (30) days following the expiry of the prior policy;**
- (9) **Deductibles, if any, which are applicable to the insurance specified hereunder, shall be borne by the Licensee;**
- (10) All insurance policies shall be in a form and with insurers acceptable to the Licensor. All insurance policies shall be issued by insurers licenced to do business in the Province of British Columbia;
- (11) **Every policy of insurance shall contain a provision that the insurer or the Licensee shall endeavor to provide the Licensor with THIRTY (30) days written notice of cancellation of or material change to the policy;**
- (12) Additional insurance and/or increased coverage minimums, if **reasonably required** by the Licensor, shall be provided by the Licensee, at the sole cost of the Licensee. If requested by the Licensee, the Licensor shall provide an explanation as to the reasons for such additional insurance;
- (13) **An insurance review and additional insurance and/or increased coverage minimums, may be required if extensive maintenance and works and/or construction activities are contemplated during the Term of this Licence;**
- (14) The limits of insurance specified hereunder in no way define or limit the obligation of the Licensee to indemnify the Licensor in the event of a loss; and

- (15) The Licensee may meet any of the insurance obligations under this Section through a program of self-insurance. The Licensor reserves the right to request any additional information it deems necessary to evaluate the adequacy of such self-insurance
- (16) The Licensee covenants and agrees that nothing shall be done or omitted to be done whereby the Licence Area, Working Area or the Outfall System is rendered uninsurable.
- (17) The following shall be named as additional insured on the policies:
- Corporation of the City of New Westminster
 - Worley Consulting
 - Vancouver Fraser Port Authority
 - His Majesty the King in right of Canada

24.1.2 (*amend 24.1.2 as follows*)

The above insurance policies listed in this GC, except Automotive Liability Insurance, shall have the right of subrogation waived as against the *Owner* and its respective employees, servants and agents.

24.1.5 (*amend the first sentence of 24.1.5 as follows*)

All policies referred to in this GC, except Automotive Liability Insurance, shall provide that thirty (30) days notice of cancellation will be given in writing to the Named Insured and the *Owner*, otherwise the policies to remain in full force and effect until the *Work* has been completed.

24.1.7 (*add new 24.1.7 as follows*)

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

MAINTENANCE PERIOD 25
Correction of Defects 25.1

25.1.4 (*add 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.

25.1.5 (*add clause 25.1.5 as follows*)

The establishment period is the period of time which the *Contractor* shall be responsible for the survival of all plants. The establishment period for this project is 12 weeks after *Substantial Completion* has been awarded.

An inspection of the plants will be undertaken after 6 weeks by the *Owner* or *Owners* Representative.

Any plants that have not survived at this point shall be replaced at no extra cost to the *Owner*.

A final inspection will be undertaken after 12 weeks. Any plants that have not survived at this point shall be replaced at no extra cost to the *Owner*. The establishment period will start again for any plants that are replaced.

The *Contractor* shall keep the planting areas free of weeds throughout the establishment period. The *Contractor* is responsible for developing and implementing an Irrigation and Maintenance Plan for the establishment period depending on the season.

**Commencement of
Maintenance Period**

25.2

25.2.2 (*amend 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*.

SUPPLEMENTARY SPECIFICATIONS

- Supplementary Specifications

SUPPLEMENTARY SPECIFICATIONS

City of New Westminster Supplementary Specifications and Detail Drawings can be obtained in the Subdivision and Development Control Bylaw at this [link](#)