



NEW WESTMINSTER

TENDER NUMBER: **NWIT-15-29**

PROJECT TITLE: **2015 Esplanade Timber Deck Reconstruction**

PROJECT LOCATION: Waterfront Esplanade
788 Quayside Drive
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Wednesday, July 29, 2015**

DATE: July 10, 2015

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

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1.0 Scope Of Work

- 1.1 Provide all labour, materials, plant, and equipment necessary to perform the following tasks:
- a) Rehabilitate the timber deck planking along the New Westminster Esplanade, as specified in the Tender Documents, General Requirements, Specifications, and Drawings;
 - b) The two areas of focus for the timber plank replacement portion of this project are located at 788 Quayside Drive, and 960 Quayside Drive. (Layout map included in Division 03, Standard Drawings.);
 - c) Clean and repaint the railing along the entirety of the esplanade;
 - d) The railing cleaning and repainting is to extend from the easternmost to westernmost extents of the Esplanade.

2.0 Owner

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

3.0 Submission Of Tender

- 3.1 Bidders shall submit the Tender on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-15-29 2015 Esplanade Timber Deck Reconstruction**
- 3.2 The completed Tender shall be submitted to:
Information Desk
City of New Westminster
511 Royal Avenue
New Westminster, BC, V3L 1H9
Attention: Purchasing Manager
- 3.3 The City shall receive Tenders at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Wednesday, July 29, 2015.**
- 3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.
- 3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.
- 3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.
- 3.7 The City will not open this Tender in public.
- ## **4.0 Addenda**
- 4.1 Should addenda to the Bid Documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Bid Closing date and time.

- 4.2 Bidders are responsible for checking the City's website for any addenda or other information relating to this Invitation to Tender.
- 4.3 All Addenda become part of the Contract Documents. Bidders should include adjustment costs in the Bid Price.
- 4.4 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

5.0 Living Wage Policy

- 5.1 Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer". As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2015 for the Lower Mainland is \$20.68, assuming no benefits are provided by the employer.
- 5.2 In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility
<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>
- 5.3 The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**
- 5.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.
- 5.5 Please review the City's Living Wage Policy for further information
http://www.newwestcity.ca/business/living_wage_employer/living-wage-policy-and-declaration

6.0 Acceptance Of Bid

- 6.1 The City is not obligated to accept the lowest or any tender and may reject all bids.
- 6.2 The City may waive any non-compliance with the Bid Documents.
- 6.3 The City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.
- 6.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the closing date.

7.0 Revision Of Bid

- 7.1 A Bid Form already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified for the closing of this Tender.
- 7.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder's entries on the delivered Bid Form.
- 7.3 The City **will not** accept revisions of Bids by facsimile or email.

8.0 Evaluation Of Bids

- 8.1 The City will review and evaluate all valid submitted bids. The City will evaluate Bids based on the following criteria:
- a) Offer Price, Separate Prices, and Unit Prices;
 - b) Previous work experience that the Contracting Firm has carried out (Three previous jobs in the last 5 years that include timber deck plank rehabilitation);
 - c) References for the Contracting Firm (Three required on jobs of a similar scope to this project);
 - d) References for the Site Superintendent (Two required, and may be for the same jobs as above);
 - e) Schedule;
 - f) Methodology.

9.0 Knowledge of Site and Work

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

10.0 Documents Required of the Successful Tenderer

- 10.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the Contractor shall provide some or all of the following documents and/or requirements to the City:
- a) Certificate of Good Standing from WorkSafe BC;
 - b) Proof of Insurance as required under the CCDC Contract General Conditions, the CCDC -41, and the Supplementary General Conditions of this tender;
 - c) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
 - d) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
 - e) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
 - f) Proof of a valid City of New Westminister or Inter-Municipal Business License;
 - g) A Construction Schedule as required under the CCDC Contract General Conditions;
 - h) Performance Security and Labour and Material Payment Security as called for on page 5 of 5 of the Instructions to Bidders.

11.0 Permits

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

12.0 Pricing Requirements

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

13.0 Queries

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

14.0 Bid Security, Performance Bonding and Guarantees

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

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

15.0 Form Of Contract

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

16.0 Ownership Of Tenders And Freedom Of Information

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

End of Instructions to Bidder

1.0 PROJECT

Title: **2015 Esplanade Timber Deck Reconstruction**

Location: Waterfront Esplanade, 788 Quayside Drive, New Westminster, BC

2.0 BIDDER

Name: _____
(Hereinafter referred to as the "Bidder")

Address: _____
(including postal code)

Contact Name: _____

Telephone No: _____

Facsimile No: _____

Email Address: _____

3.0 OWNER

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

4.0 OFFER

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

_____ dollars

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

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

5.0 SEPARATE PRICES

- 5.1 Separate Prices (items 1.0 to 2.0) are **not to be included** in the Offer amount shown in 4.1 above.
- 5.2 Separate Prices are to include all work as described. Provide pricing for the following work, which may be included in the scope of work at the discretion of the Owner. Separate Prices are not to include GST.

Item	Description	Separate Price
1.0	Replacing of timber stringers	\$ _____ /stringer
2.0	Cleaning and repainting of handrail	\$ _____ /m

6.0 ADJUSTMENTS TO CONTRACT PRICE

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

7.0 SCHEDULE

- 7.1 The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City within _____ days from the date of the Notice to Proceed.
- 7.2 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

8.0 ADDENDA

- 8.1 Any addenda issued by the City shall become part of the Bid Documents.
- 8.2 The Contractor acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

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

9.0 SUBCONTRACTORS

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

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

10.0 REFERENCES FOR THE CONTRACTING FIRM

11.0 Note: Failure to complete this section may result in disqualification.

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

- 1 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____
- 2 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____
- 3 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____

12.0 REFERENCES FOR THE SUPERINTENDENT Note: Failure to complete this section may result in disqualification.

12.1 Bidders shall provide sources for two (2) references (companies for whom work of a similar nature was done in the past five (5) years, including the City of New Westminster) for which the Superintendent for this project also worked on.

1 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

2 Company Name: _____

Contact Person: _____ Phone: _____

Nature of Contract: _____

Project Date: _____ Approximate Value: _____

13.0 ACCEPTANCE

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

14.0 SIGNATURES

SIGNED, SEALED, AND DELIVERED by the Contractor:

(Contractor's Name)

(Legal Signing Authority)

(Corporate Seal)

(Print Name and Title)

(Date)

End of Bid Form

1.0 Summary Of Work

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

2.0 Coordination

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

3.0 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of 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 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) business days of award of the Contract:
- a) Construction Schedule;
 - b) Proof of Insurance (see Supplementary Conditions and CCDC2-2008);
 - c) Clearance Letter from WorkSafe BC;
 - d) Proof of a valid City of New Westminister or Inter-Municipal Business License.

4.2 Shop Drawings & Samples

- .1 Shall be provided to the City Representative 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 Representative'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.

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 may be 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.

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 City Representative 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.

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 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 CCDC 9A-2001 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 City Representative 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 Representative to identify any final deficiencies;
- .6 Make good all known deficiencies in the work and notify the City Representative of readiness for final inspection only after completion of these items;
- .7 The City Representative 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

CITY OF NEW WESTMINSTER	SUPPLEMENTARY GENERAL CONDITIONS CCDC-2 2008
Revised August 1, 2013	Page 1 of 2

The Supplementary Conditions revise the General Conditions in the CCDC 2-2008 Stipulated Price Contract as follows:

ARTICLE A-5 PAYMENT

Paragraph 5.3 Interest –

Paragraph 5.3.1 (1) – Delete “.2%.” and substitute “.0%.”

Paragraph 5.3.1 (2) – Delete “.4%.” and substitute “.0%.”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS,

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.3 PROGRESS PAYMENT

5.3.2 Delete “10 calendar days” and substitute with “thirty (30) calendar days”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add

“6.2.3: The allowance for overhead and profit charged by the *Contractor* and subcontractors shall be as follows:

- .1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the work performed by the Contractor.
- .2 Cost of labour and materials plus 10% mark-up by the Contractor on changes in the work performed by the subcontractors.
- .3 Cost of labour and materials plus 10% mark-up by the subcontractors for changes in the work performed by the subcontractors.
- .4 The overhead and profit for changes in the work shall include supervision, administrative costs, small tools, miscellaneous materials, layout, additional bonding costs, and recording of the changes on the record drawings.

CITY OF NEW WESTMINSTER	SUPPLEMENTARY GENERAL CONDITIONS CCDC-2 2008
Revised August 1, 2013	Page 2 of 2

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *sub-consultants* and *special consultants* as identified by the *Owner* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of not less than twenty-four months following *Substantial Performance of the Work*.

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

11.1.1.3 Delete in its entirety

11.1.1.5 Delete in its entirety

GC 11.2 CONTRACT SECURITY

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

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

CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

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

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

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

Contract Name: _____

Authorized Signatory:

Dated:



CORPORATION OF THE CITY OF NEW WESTMINSTER

SUPPLEMENTARY SPECIFICATIONS:

2015 Waterfront Esplanade Boardwalk Reconstruction

Project No. NWIT-15-29

SUPPLEMENTARY SPECIFICATIONS (SSP)

Locations of the Work	SSP 1	The locations of the <i>Work</i> under this <i>Contract</i> are given in Clause 1.1 of the Instructions to Bidders.
Scope of the Work	SSP 2	The principal scope of the <i>Work</i> under this <i>Contract</i> is given in Clause 1.1 of the Instructions to Bidders and such other <i>Optional Work</i> , as defined in the <i>Contract Documents/ Drawings</i> .
Contract Time	SSP 3	<p>The <i>Work</i> under this <i>Contract</i> shall be completed no later than ninety (90) Days from the Date of Commencement, as given in the <i>Notice to Proceed</i> unless authorized by the <i>Owner</i>.</p> <p>The Contractor is required to submit details of proposed schedule and work methods to the City prior to commencing work.</p>
General Requirements	SSP 4	<p>.1 DAMAGE, RAILINGS, EXISTING SERVICES, ETC.</p> <p>In the event of damage to, or if certain portions of the services have to be repaired or altered, the <i>Contractor</i> shall call the owners of the utilities or services and advise them that work is required, its location, and request that such work be carried out. The <i>Contractor</i> shall not carry out any such repair work with his own forces.</p> <p>The owners of the utilities or services will carry out any alterations that are required to be done at their own expense.</p> <p>The <i>Contractor</i> shall in no way restrict the activities of the owners of the utilities and services when repairs or alterations are being carried out.</p> <p>.2 CLEANING UP OF SITE</p> <p>The <i>Contractor</i> shall clean up the site and keep at all times an orderly workspace. If the <i>Contractor</i> vacates any part of the site as being no longer required by him for the purposes of constructing the <i>Work</i>, then, if the <i>Contract Administrator</i> so orders, such part of the site shall be cleaned up in advance of cleaning up other portions of the site, which are still occupied by the <i>Contractor</i>.</p>

.3 ATTENDANCE

The *Contractor* shall provide, at his own expense, any competent labour required by the *Contract Administrator*, or the *Contract Administrator's* field representatives, in connection with the survey, measurement, checking, inspection, and testing of the *Work*. This labour shall be made available upon request during normal working hours. For restrictions regarding hours of work, see Section .7 of this Specification.

.4 SETTING OUT

Setting out is the responsibility of the *Contractor*. Should the *Contractor* discover or suspect any error in the original points, lines or bench-marks or in those set out by himself, he shall at once discontinue work based on such points, lines or bench-marks, draw the *Contract Administrator's* attention to the same and not resume the work affected until such error has been investigated and, if necessary, rectified.

The *Contractor* shall nevertheless afford the *Contract Administrator*, at the *Contract Administrator's* request, all facilities necessary for checking of the setting-out of the *Work* well in advance of construction. The *Contract Administrator* does not set-out or position the *Work*.

.5 MONUMENTS, BENCH-MARKS AND STAKES

The *Contractor* shall take adequate precautions to protect all survey monuments, property stakes, and iron pins from being removed or displaced as a result of his operations, by placing empty drums over the stakes or by other approved means during the progress of the *Work*. The *Contractor* shall pay all costs for re-establishing all stakes and iron pins removed or displaced on account of the *Contractor's* act or neglect. All stakes and iron pins so removed shall be replaced by a B.C. Land Surveyor engaged by the *Contractor* and approved by the *Contract Administrator*

The *Contractor* will be paid at the unit price bid for reinstatement of any monuments or legal pins that are removed or displaced as a direct result of construction activities that were necessary to complete the tendered work and as ordered by the *Contract Administrator*.

.6 NOISE CONTROL

The *Contractor* shall work in compliance with the New Westminster Noise Control Bylaw. The *Contractor* shall provide adequate means of controlling noise on the project.

.7 HOURS OF WORK

The *Contractor* shall schedule the performance of the *Work* between the hours of 0800 and 1800 hours, Monday through Friday. No work will be permitted on Saturdays, Sundays or Statutory Holidays or at times outside the hours noted above except by special permission of the *Contract Administrator*.

City employees will perform the functions required by the *Contract* during City working hours, Monday through Friday, 0900 hours to 1600 hours. The *Contract Administrator* and his staff will perform their duties for a maximum of 8 hours during each day.

If the *Contractor* schedules his work outside these hours, he will be required to pay for the City employees, the Contractor Administrator, and his employees in accordance with City rates of overtime where applicable. The cost involved will be deducted from payments made to the *Contractor*. City crews will not be reduced from their normal size in overtime hours.

For the purposes of calculating the value of the monies which will be deducted from payments to the *Contractor* for overtime hours worked by Engineers and Survey crew personnel, the following rates will apply:

Municipal Engineering Representative	\$165.00
Municipal Labourer	\$60.00
Contractor Administrator	\$200.00

Interfering Services

SSP 5

- .1 The *Contractor* shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.
- .2 When other utility structures are encountered, the *Contractor* shall support them to the satisfaction of the Engineer so as to protect them from damage. The *Contractor* shall, at his own expense, at once repair and make good any damage which may occur to any

watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation.

- .3 It is the *Contractor's* responsibility, wherever necessary, to determine location of existing pipes, valves, or other underground structures, if applicable for carrying out the work. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the *Contractor* at his own expense shall make explorations and excavations for such purposes.
- .4 Where gas mains and/or service lines exist in the vicinity of the proposed work, the *Contractor* shall consult the officers of the gas company, if applicable, prior to commencing operations and arrange for mutually agreeable procedure for their protection.

**Pedestrian
Traffic Control &
Construction
Staging**

SSP 6

The *Contractor* shall be responsible for directing pedestrians and cyclists around construction areas in safe manner at all times. Appropriate construction signs shall be used designate area under construction and closed section of the esplanade boardwalk.

The *Contractor* shall stage the reconstruction works in a systematic manner so only one area of the esplanade boardwalk is closed at one time. Construction on adjacent areas shall not commence until the construction in the previous area has been completed and reopened unless otherwise approved by the *Contractor Administrator*.

The *Contractor* shall submit a construction staging plan for approval prior to commencing work.

**Demolition of
Structure**

SSP 7

All demolished materials shall become the property of the *Contractor* and shall be removed from the Site. Disposal of all demolished materials shall be in accordance with MoT 2009 SSHC, Section 145.27.

The *Contractor* shall be responsible for the care and protection of all components of the boardwalk that are removed. Components shall be reinstalled to their original condition or better. Removal of any competent component of the boardwalk will be under the discretion of the *Contractor* and shall be incidental to the works where applicable.

Any damage incurred in the execution of this contract to any part of the property or structure not specifically designated for

demolition shall be repaired, replaced, and/or reconstructed to its original condition or better at the *Contractor's* expense.

**Timber Deck
Plank
Construction**

SSP 8

GENERAL

All timber construction and installations shall be in accordance with the MoT 2009 SSHC, Section 213.

New timber planks shall be ACQ Pressure Treated 2"x6", S4S Fir. 14' – 16' typical lengths or as approved by the *Contractor Administrator*.

Timber planks shall be affixed to the stringers below using #10 – 5" ACQ compatible deck screws, two per intersection of deck stringer / deck board.

All cut ends shall be treated with Recochem Copper II End Cut Preservative, or approved equivalent.

The *Contractor* shall work into his schedule "hold points" when a substantial amount of planks have been removed. The *Contract Administrator* shall be informed of these scheduled hold points and come to site to perform an inspection on the exposed stringers. At the *Contract Administrator's* discretion, stringers below the deck may be replaced, with specifications and payment listed in SSP 15.

PAYMENT

Payment for timber deck planks shall be per lump sum bid price per linear meter installed. Payment shall include any works required to install the planks including but not limited to; existing plank removal (where applicable), hardware removal, shoring and/or falsework and installation of new hardware.

**Timber Pile
Construction**

SSP 9

No timber pile construction is expected for the duration of this contract.

**Timber Pile
Posting**

SSP 10

No timber pile posting is expected for the duration of this contract.

**Timber Pile Bent
Bracing**

SSP 11

No timber pile bent bracing is expected for the duration of this contract.

**Timber Pile
Banding**

SSP 12

No timber pile banding is expected for the duration of this contract.

Timber Cap Replacement/Repair	SSP 13	No timber cap replacement/repair is expected for the duration of this contract.
Pile Shimming	SSP 14	No pile shimming is expected for the duration of this contract.
Stringer Rehabilitation	SSP 15	Timber stringers shall be Douglas Fir, No. 1 grade or better. New stringers shall be bracketed to the pile cap in accordance with Supplementary Standard Drawing # SSD-04, Figure 7.

PAYMENT

Payment for stringer replacement shall be per lump sum bid price per stringer installed. Payment shall include any works required to install the stringer, including but not limited to, existing stringer removal (where applicable), hardware removal, shoring and/or falsework and installation of new hardware.

Steelworks	SSP 16	No steelwork is expected for the duration of this contract.
Cleaning and painting of railings	SSP 17	Areas of railing designated by the <i>Contract Administrator</i> for rehabilitation shall be cleaned of all deleterious material and have all loose paint striped in an environmentally friendly manner, so as to not have paint chips enter the waterway below. The railings are then to be repainted with a marine-environment-resistant paint, with colour to match existing railing (white).

PAYMENT

Payment for railing cleaning/painting shall be per lump sum bid price per linear meter. Payment shall include any works required to perform the work in accordance with this specification.

Temporary Works	SSP 18	The <i>Contractor</i> shall be responsible for the design, construction and removal of all temporary works Temporary works will be considered incidental to the works and not extra payment will be made.
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GENERAL NOTES:

- 1.0 GENERAL
 - 1.1 CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO DIMENSIONING WORK.
 - 1.2 ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
 - 1.3 ALL WORK SHALL CONFORM TO THE BC BUILDING CODE AND INDUSTRIAL HEALTH AND SAFETY REGULATIONS OF THE WORKERS COMPENSATION BOARD OF BRITISH COLUMBIA.
 - 1.4 WHERE CODES AND STANDARDS ARE REFERENCED, THE LATEST EDITION SHALL APPLY.
 - 1.5 CONTRACTOR TO SUBMIT DETAILS OF PROPOSED SCHEDULE AND WORK METHODS TO THE CONSULTANT PRIOR TO CONSTRUCTION.
 - 1.6 DETAILED REQUIREMENTS FOR MATERIALS AND FABRICATION ARE DESCRIBED REPRODUCED BELOW. IN THE EVENT OF CONFLICT, THE SPECIFICATIONS SHALL GOVERN.
 - 1.7 MATERIALS AND TESTING HAVE BEEN SPECIFIED TO CONFORM TO THE FOLLOWING ORGANIZATIONS:
 - CANADIAN STANDARDS ASSOCIATION (CSA)
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - 1.8 UPON COMPLETION OF THE WORK REMOVE ALL DEBRIS AND SURPLUS MATERIALS FROM SITE. LEAVE THE WORK AREA IN CLEAN AND NEAT CONDITION TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR.
 - 1.9 PROVIDE SAFETY BARRIERS THAT PREVENT PUBLIC ACCESS TO AREAS OF THE ESPRANSE UNDER REPAIR TO THE SATISFACTION OF THE CONSULTANT.
- 2.0 DEMOLITION
 - 2.1 CONTRACTOR TO TAKE ALL NECESSARY PRECAUTIONS TO CONTAIN THE DEMOLITION WITHIN THE LIMITS DESIGNATED. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO EXISTING STRUCTURES.
 - 2.2 ANY DAMAGE INCURRED IN THE EXECUTION OF THIS CONTRACT TO ANY PART OF THE PROPERTY OR STRUCTURE NOT SPECIFICALLY DESIGNATED FOR DEMOLITION SHALL BE REPAIRED, REPLACED AND/OR RECONSTRUCTED BY THE CONTRACTOR AT THEIR EXPENSE TO ITS ORIGINAL CONDITION OR BETTER.
 - 2.3 CONTRACTOR TO REMOVE AND DISPOSE OF ALL DEMOLITION MATERIAL OFF SITE IN ACCORDANCE WITH ALL MUNICIPAL, PROVINCIAL AND FEDERAL REQUIREMENTS.
- 3.0 METAL FABRICATIONS
 - 3.1 ROLLED STEEL SECTIONS, STEEL BARS AND PLATES TO CAN/CSA G40.21, GRADE 500M, (44 KSI MINIMUM YIELD) UNLESS OTHERWISE NOTED.
 - 3.2 BOLTS, NUTS, AND WASHERS THROUGH TIMBER SHALL CONFORM TO ASTM A307.
 - 3.3 DRIFT PINS SHALL CONFORM TO CSA G40.21 GRADE 260W.
 - 3.4 ALL METAL AND FASTENERS SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH CSA STANDARD G164 UNLESS NOTED OTHERWISE.
 - 3.5 ALL RE-USED HARDWARE SHALL BE INSPECTED AND APPROVED BY THE CONTRACT ADMINISTRATOR.

4.0 TIMBER PILES

- 4.1 ROUND TIMBER PILES: COAST DOUGLAS FIR TO CSA 086 CLEAN PEELED PILES WITH MINIMUM 25mm (1 INCH) SPROUDED. MINIMUM SIZE 36 (#14) WITH TIP DIAMETER RELATED TO LENGTH AS INDICATED IN TABLE A1 OF CSA 086.
- 4.2 TIMBER PILES PRESERVATIVE TREATMENT: NET RETENTION OF 128kg PER CUBIC METRE (9 lbs. PER CUBIC FOOT) IN ACCORDANCE WITH CSA 086.
- 4.3 AFTER CUT-OFF, THE TOPS OF ALL TIMBER PILES SHALL BE TREATED WITH TWO COATS OF HOT CREOSOTE OIL AND ONE COAT OF APPROVED TROWELLED MASTIC AT LEAST 6mm THICK. IN ADDITION THE TOPS OF ALL PILES SHALL BE COVERED WITH A SHEET LARGER THAN THE DIAMETER OF THE PILE TOP. THE OVERHANGING EDGES SHALL BE CRIMPED AND TURNED DOWN AND SECURED TO THE PILE WITH EIGHT ALUMINUM ROOFING NAILS. THE SHEET SHALL NOT BE CUT TO FACILITATE FITTING.
- 5.0 SAWN TIMBER
 - 5.1 ALL SAWN TIMBER SHALL CONFORM TO CSA STANDARD 086.
 - 5.2 ALL SAWN TIMBER SHALL BE COAST DOUGLAS FIR, NO.1 STRUCTURAL GRADE OR BETTER, AND UNLESS SPECIFIED OTHERWISE, SHALL BE DRY-KILN, AIR-DRIED AND SEASONED, CONTAINING NOT MORE THAN 20% MOISTURE.
 - 5.3 TIMBER (EXCEPT DECKING AND FIREWALL TIMBERS) PRESERVATIVE TREATMENT: NET RETENTION OF 128kg PER CUBIC METRE (9 lbs. PER CUBIC FOOT) IN ACCORDANCE WITH CSA 086.
 - 5.4 DECKING AND FIREWALL TIMBERS SHALL BE GIVEN A SALT PRESERVATIVE TREATMENT (0.4 lbs. PER CUBIC FOOT) IN ACCORDANCE WITH CSA 080.
 - 5.5 TIMBER SIZE AND DRESSING SHALL BE IDENTICAL TO EXISTING, UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY PRIOR TO PROCEEDING.
 - 5.6 THE EXACT LENGTH OF EACH TIMBER TO BE REPLACED SHALL BE FOR APPROVAL PRIOR TO PROCEEDING SUBMITTED TO THE CONSULTANT.
 - 5.7 LENGTHS OF CORBELS AND SUBCAPS SHOWN ON THE DRAWINGS ARE TO BE INSTALLED OR ADJUST THE LENGTH REQUIRED TO SUIT THE ADJACENT PILES. CONTRACTOR TO SUBMIT FINAL LENGTHS TO THE CONSULTANT FOR REVIEW PRIOR TO PROCEEDING.
 - 5.8 FIELD CUTS TO NEW TIMBERS WILL NOT BE PERMITTED UNLESS OTHERWISE APPROVED BY THE CONTRACT ADMINISTRATOR.

6.0 EXECUTION

- 6.1 EXISTING PILES TO BE REPLACED SHALL BE EXTRACTED TO REMOVE ENTIRE LENGTH FROM THE GROUND.
- 6.2 TIMBER PILES (SSP #9) SHALL BE DRIVEN TO A DEPTH DETERMINED BY THE FORMULAE OUTLINED IN THE MOTT SSHA, SECTION 214.07 ASSUMING AN ALLOWABLE LOAD CAPACITY OF THE PILE (p) OF 10 METRIC TONNES (99kN). IF CAPACITY IS NOT ACHIEVED WITHIN A STANDARD 50 FT PILE LENGTH MEASURED FROM THE UNDERSIDE OF PILE CAP, THE PILE SHALL BE DRIVEN TO THE DEPTH SPECIFIED BY THE CONTRACT ADMINISTRATOR TO RE-EVALUATE THE PILE LOAD CARRYING CAPACITY.
- 6.3 DRIVE PILES TO THE FOLLOWING MINIMUM TOLERANCES.
 - LOCATION IN PLAN ±75mm
 - PLUMB 1 IN 50
- 6.4 HANDLE ALL TREATED PILES WITH CARE TO AVOID BREAKING THROUGH THE TREATED SURFACE. TREAT ALL CUTS OR BREAKS WITH TWO COATS OF SPECIFIED TREATMENT.
- 6.5 BAND HEADS OF PILES WITH STEEL OR WIRE MESH TO PREVENT SPLITTING DURING HARD DRIVING.
- 6.6 TREAT BOLT HOLES IN TIMBER PILES WITH TWO COATS OF CREOSOTE AND DIP
- 6.7 UPON COMPLETION OF WORK THE CONTRACTOR SHALL TREAT ALL CUTS OR BREAKS IN EXPOSED TIMBER WITH TWO COATS OF SPECIFIED TREATMENT. THE CONTRACTOR SHALL ALSO CHECK THAT ALL BOLTS AND NUTS HAVE BEEN CORRECTLY TIGHTENED.

DRAWING LIST	
GENERAL NOTES	SSD-01
SUMMARY OF REPAIR WORK SHEET 1	SSD-02
SUMMARY OF REPAIR WORK SHEET 2	SSD-03
SUMMARY OF REPAIR WORK SHEET 3	SSD-04
TIMBER REPAIR DETAILS	SSD-05



NO.	REVISION DESCRIPTION	DATE (YY/MM)	BY	CODE	PROJECT NO.	DATE
0	ISSUE FOR CONSTRUCTION	12/01/26	BC	BC01	2022/06/01	
B	ISSUE FOR TENDER	12/07/19	BC	BC01	2022/06/01	
A	ISSUE FOR REVIEW	12/06/20	BC	BC01	2022/06/01	



CITY OF NEW WESTMINSTER
2072 ESPRANSE RECONSTRUCTION PROJECT
GENERAL NOTES
SHEET 1

SHEET NO.	1
TOTAL SHEETS	5
DATE	0
PROJECT NO.	SSD-01

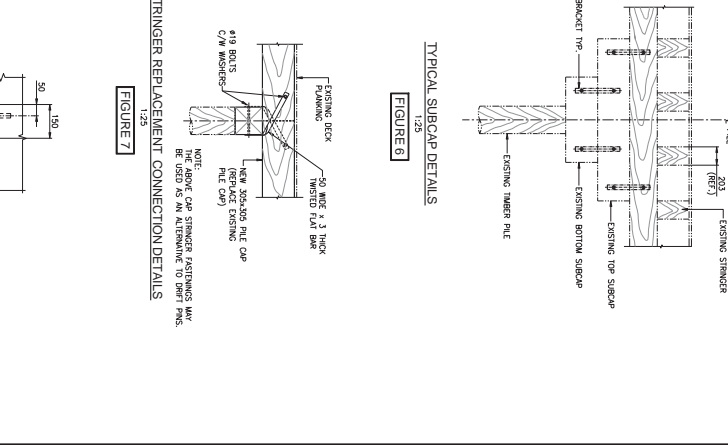
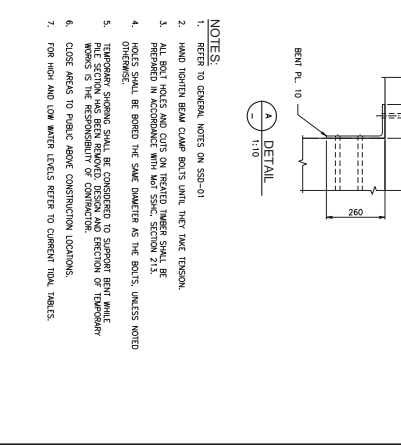
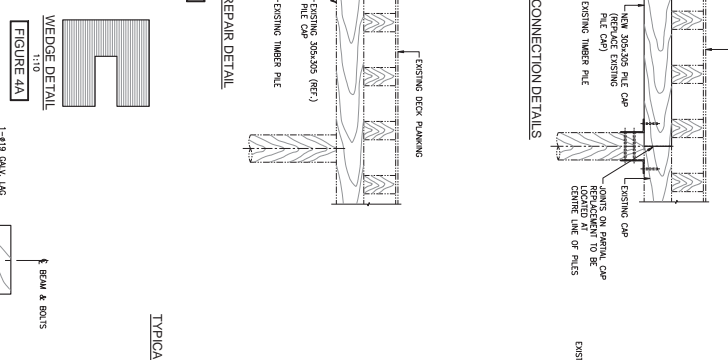
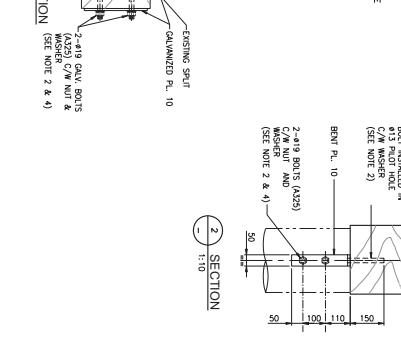
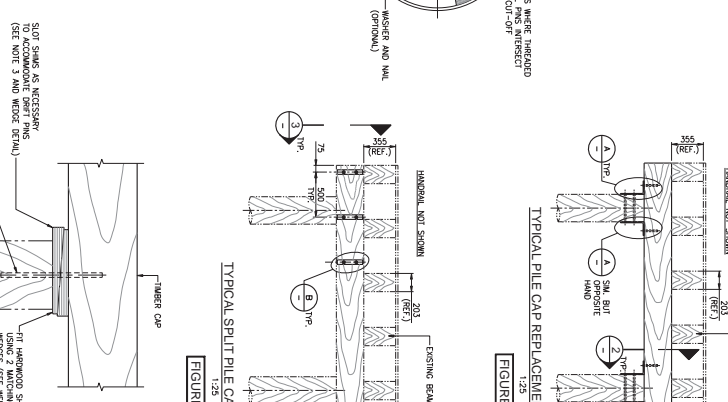
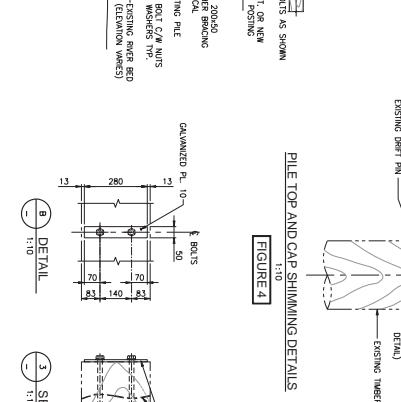
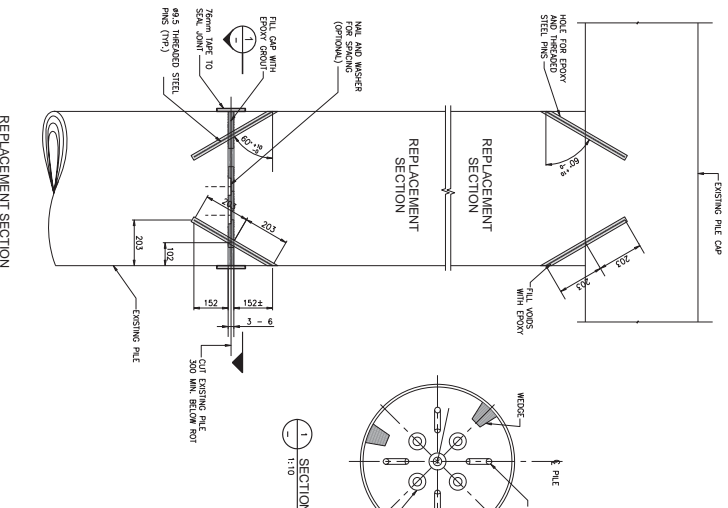
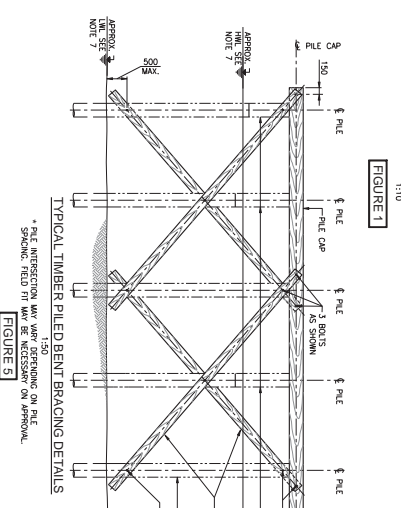
NEW WESTMINSTER



NO.	REVISION	DATE	BY	CHKD.	PROJECT NO.
0	ISSUE FOR CONSTRUCTION	12/07/18	DK	ROJ	2017/06/20
1	ISSUE FOR TENDER	12/07/18	DK	ROJ	2017/06/20
2	ISSUE FOR REVIEW	12/06/20	DK	ROJ	2017-22-19



CITY OF NEW WESTMINSTER
2017 ESPLANADE RECONSTRUCTION PROJECT
TIMBER REPAIR DETAILS



NOTES:

- REFER TO GENERAL NOTES ON SSS-01
- HAND TIGHTEN BEAM CLAMP BOLTS UNTIL THEY TAKE TENSION
- ALL BOLT HOLES AND CUTS ON TREATED TIMBER SHALL BE PREPARED IN ACCORDANCE WITH M3 SPEC. SECTION 21.5.
- HOLDS SHALL BE BORED THE SAME DIAMETER AS THE BOLTS, UNLESS NOTED
- TEMPORARY SHIMING SHALL BE CONSIDERED TO SUPPORT BEAM WHILE PILE SECTION HAS BEEN REMOVED. DESIGN AND ERECTION OF TEMPORARY WORKS IS THE RESPONSIBILITY OF CONTRACTOR.
- CLOSE AREAS TO PUBLIC ABOVE CONSTRUCTION LOCATIONS.
- FOR HIGH AND LOW WATER LEVELS REFER TO CURRENT TIDAL TABLES.

960 Quayside Drive



788 Quayside Drive



788