



## NEW WESTMINSTER

TENDER NUMBER: **NWIT-15-39**

PROJECT TITLE: **Boiler Replacement, Library & Century House**

PROJECT LOCATION: New Westminister Public Library  
716 Sixth Avenue  
New Westminister, BC  
And  
Century House  
620 Eighth Street  
New Westminister, BC

BID DUE: **3:00 PM (Local Time) on Thursday, December 10, 2015**

MANDATORY  
BIDDERS MEETING: **1:30pm (Local Time) on Tuesday, December 01, 2015**  
Public Library inside the main entrance  
716 Sixth Avenue  
New Westminister, BC

**2:30pm (Local Time) on Tuesday, December 01, 2015**  
Century House by cafeteria inside front entrance  
620 Eighth Street  
New Westminister, BC

DATE: November 26, 2015

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

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**1.0 Scope Of Work**

- 1.1 Provide all work including labour, equipment and materials necessary to complete boiler installation work at two City of New Westminster buildings, as specified in the Tender Documents, General Requirements, Specifications, and Drawings.
- 1.2 The City intends to enter into one (1) Contract to with one (1) Contractor to complete the work at both facilities.
- 1.3 The work includes the removal of asbestos-containing materials and equipment in the Public Library and Century House boiler rooms as needed to perform the work specified in this tender.
- 1.4 The successful contractor must complete all necessary work to and apply for FortisBC incentives for each project. The payment of each incentive is payable to the City of New Westminster and the Contractor will not receive any payment or portion of these funds.

**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-15-39 Boiler Replacement, Library & Century House**

- 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 Thursday, December 10, 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](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 Offer Price, and References.

### **9.0 Knowledge Of Site And Work**

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

### **10.0 Documents Required Of The Successful Tenderer**

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

- a) Certificate of Good Standing from WorkSafe BC;
- b) Proof of Insurance as required under the CCDC 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 6 of the Instructions to Bidders.

### **11.0 Permits**

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

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

## **12.0 Pricing Requirements**

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

## **13.0 Queries**

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

## **14.0 Mandatory Bidders' Meeting**

- 14.1 The City has arranged a **Mandatory Bidders' Meeting** on **Tuesday, December 01, 2015** at **1:30pm** at Public Library, 716 Sixth Avenue, New Westminster  
And  
**2:30pm** at Century House, 620 Eighth Street, New Westminster.
- 14.2 To be eligible to submit a Bid for this Tender, Bidders must attend both of the **Mandatory Bidders' Meeting**. Failure to attend both of the Mandatory Bidders Meetings will result in disqualification of the Bidder.
- 14.3 If requested, the City will provide the company name and phone number of the attendees at the Mandatory Bidders Meeting, by posting an attendance list on the City's website.

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

- 15.1 All Bidders are required to provide with their Bid, Bid Security in a form acceptable to and payable to the City of New Westminster. The amount of the Bid Security must be equal to ten percent (10%) of the 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.
- 15.2 If, after Award of Contract, the Bidder refuses to enter into the Contract, the Bid Security (if any) may be forfeited to the City of New Westminster because of its damages, without prejudice to the City's remedies for the Bidder's breach of contract.
- 15.3 **Failure to provide Bid Security (when required) will result in disqualification of the Bidder.**
- 15.4 The Successful Bidder will be required to provide to the City of New 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.
- 15.5 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.
- 16.0 **Form Of Contract**
- 16.1 Any contract arising from this Invitation to Tender will use the CCDC 2 – 2008 Stipulated Price Contract (not bound in the tender documents) and the Supplementary Conditions included in the Tender Documents.
- 17.0 **Ownership Of Tenders And Freedom Of Information**
- 17.1 All documents submitted to the City of New 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: **Boiler Replacement, Library & Century House**

Location: New Westminster Public Library and Century House, 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 INDIVIDUAL PRICES**

5.1 Individual Prices (items 5.2.1 to 5.2.2) are **to be included** in the Offer amount shown in 4.1 above.



5.2 Individual Prices are to be included in the Offer amount shown in 4.1 above. The City of New Westminster intends to use these prices only for internal accounting purposes.

Item	Description	Separate Price
1.0	Boiler Replacement at Public Library	\$ _____
2.0	Boiler Replacement at Century House	\$ _____

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

10.1 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: \_\_\_\_\_

**11.0 ACCEPTANCE**

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

**12.0 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 floors, walls, ceilings, or other existing site or building areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish. Obtain written approval from the structural engineer, retained and paid for by the Contractor, prior to cutting, coring, and/or drilling into building structural elements.

**4.0 Submittals**

**4.1 Pre-Construction Submittals**

- .1 The following submittals shall be provided by the Contractor for the City's review within seven (7) 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 Westminster 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 Water Service: Water supply is available for construction use provided there is no disruption to existing building occupants.

6.2 Power and Light: Power and lighting may be used for construction purposes provided that damaged electrical components used for temporary power are replaced immediately at no cost to the Owner. Ensure that the use of any power tools or equipments does not affect the power requirements of the existing building occupants.

6.3 Sanitary Facilities: The Contractor will have access to the Men's and Women's washrooms while the work is being done.

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

6.5 Any service outages that may affect other tenants in the building must be coordinated with the City.

**7.0 Security**

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

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

**8.0 Access**

8.1 The City will provide parking at no cost to the Contractor and parking locations will be identified during the site tours.

**9.0 Dangerous Materials**

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

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

**10.0 Site Control And Organization**

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

**11.0 Site Meetings**

- 11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.
- 11.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.
- 11.3 The 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.
- .4 For coordination and approval of shutdowns of building systems, the City prohibits any shutdown of building systems during normal working hours.

## **18.0 Protection Of The Public And Others**

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

## **19.0 Hours Of Work**

- 19.1 The Contractor shall carry out the majority of the work from 8:00 am through 5:00 pm, Monday through Friday for both locations. Disruptive work must be completed after business hours when the buildings are closed.
- 19.2 The Library & Century House are in full business operation and occupied during the construction period. Cooperate with the Library & Century House in scheduling work to minimize conflicts and so as to not disrupt their continued operations.

## **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 will be responsible for the removal of all waste products and debris. Remove all waste liquids, chemicals, cleaners, solvents, etc. from the site. The washroom facilities must not be used for cleaning tools, equipment, etc. or for dumping liquids.
- 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**



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

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:

\_\_\_\_\_

\_\_\_\_\_