



NEW WESTMINSTER

CORPORATION OF THE CITY OF NEW WESTMINSTER

CONTRACT No. NWIT-21-19

City Hall Sewer Separation and Stormwater Drainage Feature

Updated Instructions to Tenderers

Updated Form of Tender

Updated Supplementary General Conditions

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INVITATION TO TENDER

CORPORATION OF THE CITY OF NEW WESTMINSTER
(THE OWNER)

Contract: City Hall Sewer Separation and Stormwater Drainage Feature

Reference No: NWIT-21-19

The Owner invites tenders for:

Construction of approximately 150m of stormwater pipe, bio-swale and associated works, such as paving and landscaping.

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: Wednesday, October 27, 2021

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

Tenders to be submitted by email to nwpurchasing@newwestcity.ca with Subject "NWIT-21-19 City Hall Sewer Separation and Stormwater Drainage Feature". 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, Intermediate Buyer

City of New Westminister

email: 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: City Hall Sewer Separation and Stormwater Drainage Feature

Reference No: NWIT-21-19

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

Construction of approximately 150m of stormwater pipe, bio-swale and associated works, such as paving and landscaping

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

Heather Rossi, Intermediate Buyer
City of New Westminister
511 Royal Ave, New Westminister, BC, V3L 1H9
email: nwpurchasing@newwestcity.ca

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: Wednesday, October 27, 2021**
- Address: **Email to: nwpurchasing@newwestcity.ca** with Subject "**NWIT-21-19 City Hall Sewer Separation and Stormwater Drainage Feature**".
- 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 Supplemental Instructions to Tenderers**
- 4.1 **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."
- 4.2 **IT 5 (amend clause 5 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"

Award**4.3 IT 15 (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.

4.4 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 Acceptance* 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.

4.5 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.

Prime Contractor Designation

4.6 IT 18.0 (add clause 18.0 as follows)

Schedule 3 Prime Contractor Designation forms part of the Agreement.

Freedom of Information

4.7 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.

Living Wage Information

4.8 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 \$19.50 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.

Good Neighbour Protocol

4.9 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.

**Non-Road Diesel
Engine Emissions
Regulation**

4.10 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 Emissions Regulation Bylaw No. 1161, 2012 (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

**COVID 19 Global
Pandemic**

4.11 IT 23.0 (add clause 23.0 as follows)

The City expects the successful contractor to follow the Guidance to construction sites operating during COVID-19 issued by the Provincial Health Officer of BC refer to:
<http://www.bccassn.com/media/Guidance%20to%20Construction%20Sites%20Operating%20During%20COVID19.pdf>

4.12 IT 24.0 (add clause 24.0 as follows)

Due to the COVID 19 global pandemic, the City may be required or decide to not proceed with the Work or to terminate any contract prior to the Work commencing. If this occurs, the City will only pay for actual costs incurred by the contractor (i.e. bonds, insurance, mobilization).

Tree Protection

4.13 IT 24.0 (add clause 24.0 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.

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: City Hall Sewer Separation and Stormwater Drainage Feature

Reference No: NWIT-21-19

To Owner:

1 WE, THE UNDERSIGNED:

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

(Addenda, if any)

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve Substantial Performance of the *Work* on or before **eight (8) weeks** from the *Notice to Proceed*; 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.
- 3.2 that we acknowledge the presence of the COVID-19 virus in Canada and other jurisdictions.
- 3.3 that we acknowledge the consequences and impacts “Known Impacts” of the COVID-19 Pandemic existing as of the date of this Form of Tender including, without restriction:
- a) orders, directives and recommendations of any Government Authority issued up to and including the date of this Agreement, and respecting public health or other requirements related to response to and prevention of infection by the COVID-19 virus;

Tenderer's Initials _____

- b) impacts to availability of labour or materials required in order to carry out the Work, arising from the COVID-19 Pandemic;
- c) any the impacts of self-isolation/quarantine or regulated quarantine as regulated by the Province;

the “Known Impacts”, are known to the Contractor and to the Owner, have been accounted for by the Contractor within the Construction Schedule, as well as the Tender Price.

4 WE CONFIRM:

4.1 that the following appendices are attached to and form a part of this tender:

- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.

5 WE AGREE:

5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 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

Tenderer’s Initials _____

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
- 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 _____, 2021

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.)

Item	MMCD Ref.	Description	Unit	Qty	Unit Price (\$)	Amount (\$)
Division 01 – General Requirements						
1.1	01 33 01 1.8.1	Project Record Documents	LS	1	\$	\$
1.4	01 55 00 1.5.1	Traffic Control, Vehicle Access and Parking	LS	1	\$	\$
1.5	01 57 01 1.6.1, 1.6.2	Environmental Protection	LS	1	\$	\$
Division 01 Subtotal					\$	
Division 03 Concrete						
3.1	03 30 20 1.4.3	Machine Placed or Precast Curb & Gutter, Hand Formed Curb and Gutter MMCD C4	Lineal Meter	10	\$	\$
3.2	03 30 20 1.4.5	Concrete Walks, Infill Strips and Walkways Including sidewalks and 100 mm thickness base gravel	Square Meter	15	\$	\$
Division 03 Subtotal					\$	
Division 31 Earthworks						
31.1	31 22 01 1.4.1	Topsoil Stripping and Reuse	Square Meter	1000	\$	\$
31.2	1.10.9	Rain Garden – Common Excavation, Non-Woven Geotextile, Coarse Drain rock, Organic Growing Medium, Clay Core, Native Backfill, , Topsoil and Hydroseed	LS	1	\$	\$
Division 31 Subtotal					\$	
Division 32: Roads and Site Improvements						
32.1	32 11 16.1 1.4.3	Granular Sub-Base 300 mm CGSB	Tonne	150	\$	\$
32.2	32 11 23 1.4.2	Granular Base - 100 mm Thickness for Roads	Square Meter	200	\$	\$

Tenderer's Initials _____

Item	MMCD Ref.	Description	Unit	Qty	Unit Price (\$)	Amount (\$)
32.3	32 12 13.1 1.5.1	Asphalt Tack Coat	Square Meter	200	\$	\$
32.4	32 12 16 1.5.1,1.5.2	Asphalt Pavement – Lower Course #2 50 mm Thickness	Square Meter	200	\$	\$
32.4	32 12 16 1.5.1,1.5.2	Asphalt Pavement 25 mm Thickness Upper Course #2	Square Meter	170	\$	\$
32.5	32 12 16 1.5.1,1.5.2	Stamped Asphalt 25 mm Thickness Upper Course #2	Square Meter	30	\$	\$
32.6	32 17 23 1.5.2	Permanent Painted Pavement Markings	LS	1	\$	\$
32.7	32 90 01 1.9.1	Crabapple	Each	5	\$	\$
32.8	32 90 01 1.9.1	Ninebark	Each	5	\$	\$
32.9	32 90 01 1.9.1	Kelsey Dogwood	Each	12	\$	\$
32.10	32 90 01 1.9.1	Slough Sedge	Each	21	\$	\$
32.11	32 90 01 1.9.1	Daylily	Each	62	\$	\$
32.12	32 90 01 1.9.1	Siberian Iris	Each	12	\$	\$
Division 32 Subtotal					\$	
Division 33: Utilities						
33.1	33 40 01 1.6.1,1.6.2	Storm Sewer – Drainage Pipe PVC Perforated SDR (32) 150 mm Diameter	Lineal Meter	14	\$	\$
33.2	33 40 01 1.6.1,1.6.2	Storm Sewer – Drainage Pipe PVC SDR (32) 150 mm Diameter	Lineal Meter	6	\$	\$
33.3	33 40 01 1.6.1,1.6.2	Storm Sewer – Drainage Pipe PVC SDR (32) 250 mm Diameter	Lineal Meter	45	\$	\$
33.4	33 40 01 1.6.1,1.6.2	Storm Sewer – Drainage Pipe PVC SDR (32) 300 mm Diameter	Lineal Meter	20	\$	\$
33.5	33 40 01 1.6.1,1.6.2	Storm Sewer – Drainage Pipe PVC SDR (32) 375 mm Diameter	Lineal Meter	100	\$	\$
33.6	33 40 01 1.6.9	Drainage Tie-In	Each	6	\$	\$
33.7	33 40 01 1.6.10	375 mm diameter ADS Animal Guard	Each	1	\$	\$
33.8	33 44 01 1.5.1.1	RWM2015 -1800mm Pre-Treatment Manhole c/w 375 mm Diameter PVC TEE, 375 mm Diameter Riser Pipe c/w Hilti Steel Strapping with Hilti Fasteners and 375 mm Diameter PVC Pipe Cap	Each	1	\$	\$

Tenderer's Initials _____

Item	MMCD Ref.	Description	Unit	Qty	Unit Price (\$)	Amount (\$)
33.9	33 44 01 1.5.1.1	1050 mm Diameter Storm Manhole	Each	4	\$	\$
33.10	33 44 01 1.5.1.1	600 mm Diameter CB/MH Manhole with Flow Control Catch Basin Lid and Vertical Vortex Flow Regulator – 200- VHV-2	Each	1	\$	\$
33.11	33 44 01 1.5.2	Storm Cleanout	Each	1	\$	\$
Division 33 Subtotal					\$	

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		TOTAL AMOUNT
Division 01	General Requirements	\$
Division 03	Concrete	\$
Division 31	Earthworks	\$
Division 32	Road and Site Improvements	\$
Division 33	Utilities	\$
TENDERED PRICE		\$
5% GST		\$
TOTAL TENDERED PRICE		\$

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 4.1 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 7

DECLARATION – LIVING WAGE EMPLOYER

(See paragraph 4.2 - 5.3.7 and paragraph 4.8 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 _____, 2021

Contract: **City Hall Sewer Separation and Stormwater Drainage Feature**
 Reference No. **NWIT-21-19**

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 <i>Work</i> on or before eight (8) weeks from the <i>Notice to Proceed</i> , 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*:

**Associated Engineering (B.C.) Ltd
#500 – 2889 East 12th Ave
Vancouver, BC, V5M 4T5**

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.

**Article 7
General**

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.

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)

Patrick Shannon, SCMP
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*”;

Instructions To Tenderers - Part I;

Instructions to Tenderers - Part II*;

The following Addenda:

The following Enquiries and Responses:

Schedule 2
List of Contract Drawings

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
Key Plan	G-001	3	Aug 24, 2021
Notes and Legend	C-001	3	Aug 24, 2021
Storm Water Plan and Profile	C-101	3	Aug 24, 2021
Landscaping Plan	L-101	0	Sep 13, 2021
Details	C-501	3	Aug 24, 2021

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-21-19 City Hall Sewer Separation and Stormwater Drainage Feature** (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 [description of 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-21-19 City Hall Sewer Separation and Stormwater Drainage Feature;
- (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

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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

4

Control of Work

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.

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*.

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.

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 (<i>add new clause 4.17.1 as follows</i>) The <i>Contractor</i> is responsible for all survey required for construction layout and for record drawings associated with this contract. The <i>Contractor</i> shall be responsible for recording of all field survey information pertaining to the as-constructed drawings. The <i>Contractor</i> shall provide, at no charge, a completed set of legible, marked-up as-constructed prints to the <i>Contract Administrator</i> on completion of the <i>Work</i> . The <i>Contractor</i> shall provide any additional information as requested to enable the <i>Contract Administrator</i> to prepare and submit as-constructed record drawings to the Municipality or the <i>Owner</i> for their records.
City Industrial Health and Safety Program	4.18	4.18.1 (<i>add new clause 4.18.1 as follows</i>) 4.18.1 All <i>Contractors</i> working for the City of New Westminster are required to be aware of the City's Industrial Health and Safety Program. It is the <i>Contractor's</i> responsibility to perform the job in compliance with the City's safety standards. The <i>Contractor</i> 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 (<i>add to clause</i>) ; subject to final approval of available funding by the <i>Owner</i> .
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 Delay13.3.1 13.3.1 (*add to clause*)

After *Abnormal Weather* add “Global Pandemic,”

13.3.2 13.3.2 (*add new clause 13.3.2 as follows*)

The parties acknowledge that the *Contract* has been entered into during the on-going COVID-19 *Pandemic* (the “*Pandemic*”). The *Contractor* advises that it is able to proceed with the *Work* under the *Pandemic* conditions and *Restrictions* (collectively the “*Pandemic Restrictions*”) as they exist as of the date of this *Contract*. The parties acknowledge that *Pandemic Restrictions* may change so as to cause unavoidable interruptions or interference to the *Contractor’s* performance of the *Work*. The parties confirm:

- (a) notwithstanding the known existence of the *Pandemic*, GC 13.3.1 will apply to new *Pandemic Restrictions*, which arise after the date of this *Contract*, whether anticipated or not, that reasonably interfere with the *Contractor’s* performance of the *Work*, such that upon giving required notice the *Contractor* shall be entitled to an extension of the *Contract Time*, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new *Pandemic Restrictions*, the *Contract* will remain valid and in force, subject to the terms of the *Contract* including, without limitation, GC 13.7 (*Contractor to Mitigate*) and GC 4.2 (*Safety*);
- (c) if new *Pandemic Restrictions* occur that cause or threaten *Work* interruptions the *Contractor* will, as required by GC 13.6 (*Notice of Delay*) give the *Contract Administrator* and *Owner* immediate notice, and a written plan of the interim steps the *Contractor* will take, if any, during the *Work* interruption, and when *Pandemic Restrictions* permit, provide the *Owner* with a written plan for the resumption of the *Work*.

Unforeseeable Market Conditions13.4.1 *Delete 13.4.1 entirely***PAYMENT****18****Supporting Documentation**18.2.2 18.2.2 (*amend clause 18.2.2 as follows*)

If requested in writing by the *Owner*, the *Contractor* shall, as a precondition to the issuance of the *Payment Certificate*, provide a sworn declaration in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration to the *Contract Administrator* that all amounts relating to the *Work*, due and owing as of the end of the month covered by the *Payment Certificate* 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.
WORKERS COMPENSATION REGULATIONS	21	
Contractor is “Prime Contractor”	21.2.1	Delete “Substantial Performance” and Replace with “Total Performance”
INSURANCE	24	
Required Insurance	24.1	24.1 (<i>amend 24.1 as follows</i>) 24.1.1 (1) Limits: \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property. 24.1.1(2) (<i>add to 24.1.1(2) as follows</i>) The following shall be named as additional insured on the Contract: <ul style="list-style-type: none"> • Corporation of the City of New Westminster • Associated Engineering (B.C.) Ltd. • EXP 24.1.7 (<i>add new 24.1.7 as follows</i>) Should the <i>Contractor</i> neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the <i>Owner</i> , then the <i>Owner</i> shall obtain and/or maintain such insurance and the <i>Contractor</i> hereby appoints the <i>Owner</i> its true and lawful attorney to do all things necessary for this purpose. All monies expended by the <i>Owner</i> for Insurance premiums under the provisions of this clause shall be charged to the <i>Contractor</i> .
MAINTENANCE PERIOD	25	
Correction of Defects	25.1	25.1.4 (<i>add clause 25.1.4 as follows</i>) The <i>Owner</i> is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the <i>Contractor</i> has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the <i>Owner</i> , delay is not reasonable, repairs may be made without notice being sent to the <i>Contractor</i> . All expenses incurred by the <i>Owner</i> in connection with repairs made pursuant to GC 25 shall be paid by the <i>Contractor</i> and may be deducted from the Maintenance Security, or other holdbacks. The <i>Contractor</i> shall promptly pay any shortfall.

**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 [here](#).

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31 05 17 Aggregates and Granular Materials	SSPEC Page 2
31 23 01 Excavating, Trenching & Backfilling	SSPEC Page 2-3
04 45 00 Quality Control	SSPEC Page 4-7

SUPPLEMENTARY SPECIFICATIONS

Section	Sub-Section	Title	Supplementary Specification
01 33 01 – Project Record Documents	1.8	Payment	Delete Clause 1.8.1 and replace with: “Payment for all work performed under this Section will be by lump sum, by percent complete, for work described in other Sections as specified in the Schedule of Quantities and Prices.”
01 45 00 – Quality Control			Add new Specification: See Supplemental Specification 01 45 00 – Quality Control on page SSPEC PAGE 4
01 57 01 Environmental Protection	1.6	Payment	Delete Paragraph 1.6.1 – replace as follows: Payment for all work performed under this section, including the Erosion and Sediment Control Plan, will be incidental to payment for work described in other section unless shown otherwise in the Schedule of Quantities and Prices.
		Payment	Add new paragraph 1.6.2: Reinstatement of damaged vegetation and environmental mitigation beyond limits of construction will not be measured for payment and will be considered incidental.
31 05 17 Aggregates and Granular Materials	2.7	Granular Pipe Bedding and Surround Material	Clause 2.7.1: Delete “Recycled concrete free from contaminated and other extraneous material, conforming to the Type 1 gradations, may be used as pipe bedding and surround material
31 23 01 Excavating, Trenching & Backfilling	1.10	Measurement and Payment	Add new paragraph 1.10.9: Payment for “Rain Garden” will be made at the unit price listed in the Schedule of Quantities and Prices and shall include all labour, materials, and equipment required to perform the Work. This shall generally include, but not limited to common excavation, non-woven geotextile, coarse drain rock, organic growing medium, clay core, native back fill, topsoil and hydroseed.

Section	Sub-Section	Title	Supplementary Specification
	3.3	Excavation	Delete Clause 3.3.1.2 and replace with: “Connections to existing waterworks systems to be made by Contractor unless shown otherwise on Contract Drawings.”

1 General

1.1 TESTS AND INSPECTIONS

- .1 Refer to GC 4.12 – Tests and Inspections.

1.2 REQUIREMENTS

- .1 Conduct at Contractor's cost all necessary quality control testing that is required to demonstrate that the Materials, mix designs and completed Work conform to the Contract Document requirements.
- .2 Be responsible for all aspects of the quality of the Work and put into place a suitable Quality Control Program, which will include all necessary inspections to ensure that quality standards are met and that the Work meets all the requirements and intent of the Contract Documents. Throughout the Contract Documents, any reference to quality control testing by the Contractor refers to testing performed by the Contractor's independent certified laboratory.
- .3 The Contract Administrator may carry out Quality Assurance testing and inspection in order to provide assurance that the Work is generally in accordance with the Contract Documents and to verify the Contractor's quality control data.
- .4 Testing and inspection by the Contract Administrator will not relieve the Contractor of its responsibility to perform quality control testing and inspection.
- .5 Include the cost of the Quality Control Program in the applicable contract price(s).

1.3 QUALITY CONTROL PROGRAM

- .1 Engage the services of independent inspection and testing laboratory with facilities and personnel that are certified to CSA, ASTM and other specified test methods for the sampling and testing of Materials.
- .2 Prepare all test results in duplicate and provide copies of all tests for review by the Contract Administrator.
- .3 Test results are to include at least the following data:
 - .1 Type of test.
 - .2 Dates of sampling, testing and reporting.
 - .3 Personnel involved.
 - .4 Location of test (with sketch if required).
 - .5 Specified requirements.
 - .6 Test results.

- .7 Remarks regarding conformance with Contract Documents.
- .4 Provide written test results to Contract Administrator within 24 hours of tests. If the tests are completed on the Work Site, provide the Contract Administrator with field memo summarizing results immediately following testing.
- .5 Minimum testing requirements to be in accordance with all applicable laws, regulations, standards and codes.
- .6 Test locations under this section will be determined by independent agencies working for the Contractor and will be selected to test all aspects of the Work.
- .7 Report, track, correct, and retest any deficient Work identified by the quality control or quality assurance programs, at no additional cost to the Owner.
- .8 Quality control testing will form the basis for acceptance of the Work; however the Contract Administrator may reject the Work based on its quality assurance testing.

1.4 QUALITY ASSURANCE TESTING (BY CONTRACT ADMINISTRATOR)

- .1 Owner to pay for the following tests at their cost:
 - .1 Compaction Testing of Pipe and Trench Backfill
 - .2 Compaction Testing of Subgrade, Subbase and Base
 - .3 Concrete Testing
 - .4 Asphalt Testing
- .2 Contractor's Responsibilities:
 - .1 Furnish labour and facilities to:
 - .1 Provide access to work to be inspected and tested.
 - .2 Facilitate inspections and tests.
 - .3 Make good work disturbed by inspection and testing.
 - .4 Provide storage on site for laboratory's exclusive use to store equipment and cure test samples.
 - .3 Notify Contract Administrator sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of tests.

1.5 REJECTED WORK

- .1 Refer to GC 4.13 - Rejected Work.

1.6 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as specified or requested.

1.7 MILL TESTS

- .1 Submit mill test certificates as requested.

1.8 MINIMUM FREQUENCIES OF QUALITY CONTROL TESTING/INSPECTION

Description of Work	Related Document	Minimum QC Testing/ Inspection Frequencies
Survey/Layout		
Staking accuracy		1 per 20 stakes
Traffic Control/Management		
Monitoring		On-going monitoring during active work, spot check after hours.
Materials Selection and Processing		
.1 Gradations		
Roadway Aggregate	ASTM C136, C117	1 per source (or 1 per shift if producing)
Granular Fill	ASTM C136, C117	1 per source (or 1 per shift if producing)
.2 Soundness	ASTM C88	1 per source
.3 Specific Gravity	ASTM C127, C128	1 per source
Compaction		
.1 Moisture Content	ASTM D4643/D2216/D4718	Roadway aggregate – 1 test daily
		Trench Backfill – 1 test daily and per 50 m ³
		Granular fill – 1 test daily and per 50 m ³
.2 Modified Proctor Density	ASTM D1557	Subgrade – 1 test per 500 m ² of subgrade preparation
		Roadway aggregate – 1 test per 500 m ² of roadway per lift of material. Where proof of method of construction and successful compaction test results have been demonstrated, the Owner may upon request accept proof rolling for the remaining lifts of material as an acceptable means of compaction testing.
		Trench Backfill – 1 test per 100 m of trench including services per 1.0m of backfill depth

Description of Work	Related Document	Minimum QC Testing/ Inspection Frequencies
		Granular fill – 1 test per 50 m ³
.3 Standard Proctor Maximum Dry Density	ASTM D698	Bridge end fill – 1 test per 5,000 m ³
.4 Nuclear Density	ASTM D6938/D1556/D2167	Subgrade – 4 tests per 20 m per lift (2 at randomly selected locations and 2 within 0.5 m of the left and right embankment edges)
		Roadway aggregate – 4 tests per 50 m per lift (2 at randomly selected locations and 2 within 0.5 m of the left and right embankment edges)
		Trench Backfill – 4 tests per 50 m per lift
		Granular fill – 4 tests per 20 m per lift (2 at randomly selected locations and 2 within 0.5 m of the left and right embankment edges)
Hot Mix Asphalt Concrete Paving		
Compaction		
.1 Marshall Density	ASTM D1559	1 per 50m of linear pavement
Thickness		
.1 Cores to determine overall thickness	-	3 cores from paving areas up to 1,500 m ² each

2 Products

Not Used

3 Execution

Not Used

END OF SECTION