



NEW WESTMINSTER

CORPORATION OF THE CITY OF NEW WESTMINSTER

CONTRACT No. NWIT-21-29
2021 Sidewalk Replacement

Updated Instructions to Tenderers

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INVITATION TO TENDER

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

Contract: 2021 Sidewalk Replacement

Reference No: NWIT-21-29

The Owner invites tenders for:

The removal and replacement of approximately 89 m of concrete barrier curb with gutter, 467 sq.m. of concrete sidewalk and 50 sq.m. of concrete curb ramps along various streets located within the City of New Westminister.

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: Friday, December 3, 2021

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

Tenders to be submitted by email to nwpurchasing@newwestcity.ca with Subject "NWIT-21-29 2021 Sidewalk Replacement". 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: **2021 Sidewalk Replacement**

Reference No: **NWIT-21-29**

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

The removal and replacement of approximately 89 m of concrete barrier curb with gutter, 467 sq.m. of concrete sidewalk and 50 sq.m. of concrete curb ramps along various streets located within the City of New Westminister.

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: Friday, December 3, 2021**
- Address: **Email to: nwpurchasing@newwestcity.ca** with
Subject “**NWIT-21-29 2021 Sidewalk Replacement**”.
- 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 Tender Requirements**
- 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 5.3 (amend clause 5.3 as follows)**
Add “**5.3.6** Appendix 6 – Force Account Labour and Equipment Rates. Insert the hourly rates for Labour and Equipment including allowances for taxes, assessments, benefits, tools, overhead, and profit.”

Add “**5.3.7** Appendix 7 – Declaration – Living Wage Employer”
- 5.0 Amendment of Tenders**
- 5.1 **IT 12.1 (amend clause 12.1 as follows)**
Delete “or fax,” from the first sentence.
- 6.0 Award**
- 6.1 **IT 15.1 (delete clause 15.1.1 and replace with):**
 15.1.1 Reject any or all Tenders if the City determines, in its sole discretion and after appropriate investigation and evaluation, that:
- a) the comparable work references are, in the opinion of the City, unsatisfactory; **OR**
 - b) information becomes available after Closing Time which significantly changes the scope or extent of the project; **OR**
 - c) the Tender, or all of the Tenders, exceeds the available budget funds; **OR**
 - d) less than three (3) Tenders are received.
- 6.2 **IT 15.5 (add clause 15.5 as follows)**
 In exercising its discretion, the *Owner* will have regard to the information provided by the Tenderer in the Appendices to the Form of Tender as described under IT 5, and may also have regard to any information obtained by the *Owner* in evaluating such tender information, as well as the *Owner’s* previous experience, if any, with the Tenderer. In exercising its discretion the *Owner* may consider, but is not limited to, the following criteria in addition to the Tender Price:
- a) the proven experience of the Tenderer, and any listed subcontractors to do the Work;
 - b) the Tenderer’s ability to complete the Work within the Preliminary Construction Schedule;
 - c) the Tenderer’s ability to work effectively with the *Owner*, its consultants and representatives;
 - d) the Tenderer’s ability to manage and do the work effectively using the named superintendent and submitted contractors and subcontractors;
 - e) the Tenderer’s history on other projects including with respect to quality of work, changes in the work, force account work, and the contract administration costs of the *Owner*;

- f) the nature of any legal proceedings undertaken the by Tenderer, or any officer or director of the Tenderer or affiliate of the Tenderer, directly (or indirectly through another corporation) against the Owner within the previous five years of the Invitation to Tenders;
- g) litigation and on-going unresolved claims;
 - a. in addition to any other provision of this tender document, and without limiting the City's discretion under any other provision of this tender document, the City may, in its absolute discretion, reject a tender if:
 - i. the Tenderer, or any officer or director of the Tenderer, is or has been engaged directly or indirectly in a legal action against the City in relation to any matter; or,
 - ii. the Tenderer has current unresolved extra work claims totalling in excess of \$100,000.00 beyond 90 days of contract substantial completion for any construction project with the City.
 - b. in determining whether or not to reject a tender under this section, the City will consider whether the litigation or unresolved extra work claim is likely to affect the Tenderer's ability to work with the City, its employees, consultants and representatives and whether the City's experience with the Tenderer indicates an unusual risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Tenderer.

The *Owner* will, following receipt of an acceptable tender, issue in writing a *Notice of 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.

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

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

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

- 7.0 Prime Contractor Designation**
- 7.1 IT 18.0 (add clause 18.0 as follows)**
Schedule 3 Prime Contractor Designation forms part of the Agreement.
- 8.0 Freedom of Information**
- 8.1 IT 19.0 (add clause 19.0 as follows)**
The City of New Westminster is subject to the Province of British Columbia *Freedom of Information and Protection of Privacy Act*. All documents will be received and held in confidence by the City of New Westminster and the information will not be disclosed, except to the extent necessary for carrying out the City's purposes or as required by law.
- 9.0 Living Wage Information**
- 9.1 IT 20.0 (add clause 20.0 as follows)**
Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer” (see Form of Tender - Appendix 7). As such, the City has established a [Living Wage Policy](#) that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The current living wage rate for Metro Vancouver is \$20.52 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.

- 10.0 Good Neighbour Protocol**
- 10.1 IT 21.0 (add clause 21.0 as follows)**
This policy is for City-led construction projects and works. The [Good Neighbour Protocol](#) (GNP) provides guidelines to minimize construction related impacts to residents and businesses.

The successful contractor will be required to adhere to the Good Neighbour Protocol. Please review the City’s Good Neighbour Protocol for further information.

- 11.0 Non-Road Diesel Engine Emissions Regulation**
- 11.1 IT 22.0 (add clause 22.0 as follows)**
 All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver’s Non-Road Diesel Engine 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
- 12.0 COVID 19 Global Pandemic**
- 12.1 IT 23.0 (add clause 23.1 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>
- 12.2 IT 23.0 (add clause 23.2 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).
- 13.0 Tree Protection**
- 13.1 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: 2021 Sidewalk Replacement

Reference No: NWIT-21-29

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 **10 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 _____

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.)

SECTION 4 - STREETWORKS AND PAVING

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
4.2 Common Excavation (SS 23)	cu.m.	70.0	\$	\$
4.3 Subgrade Preparation	sq.m.	60.0	\$	\$
4.4 Saw Cut	lin.m.	130.0	\$	\$
4.7 Base (SS 13)	tonne	100.0	\$	\$
4.9 Tack Coat	litre	35.0	\$	\$
4.10 Asphalt Pavement				
.1 Asphalt Strip Widening - Upper Course #1	tonne	13.0	\$	\$
.2 Asphalt Strip Widening - Lower Course #1	tonne	10.0	\$	\$
.3 Stamped Patterned Colored Asphalt c/w Crosswalk lines	sq.m.	2.5	\$	\$
4.16 Milling Existing Asphalt Pavement (SS 9)				
.1 Strip milling (butt joint), 40mm - 50mm depth	sq. m.	40.0	\$	\$
4.24 Permanent Pavement Marking (SS 14)				
.1 Thermoplastic Markings				
.1 Stop Bars	lin.m.	5.6	\$	\$
.2 3.0m wide Zebra Cross Walk per lin.m road width	lin.m.	9.2	\$	\$
.3 Wheel Chair Symbol with colored box	each	2.0	\$	\$
.4 Eradicate existing Pavement Marking	lin.m.	12.5	\$	\$
4.54 Remove and Reinstall Existing Concrete Curbs, Concrete Sidewalks, Concrete Blvds., Concrete Driveways, Concrete Driveway Crossings and Concrete Curb Ramps (SS 25)				
.1 Concrete Barrier Curb and Gutter c/w granular base	lin.m.	89.0	\$	\$
.2 100mm thick Concrete Sidewalk / Concrete Blvd and Concrete Walk c/w granular base	sq.m.	460.0	\$	\$
.3 Concrete Curb Ramp c/w granular base	sq.m.	20.0	\$	\$
.4 Concrete Monolithic Curb and Sidewalk c/w granular base	sq.m.	7.0	\$	\$
.5 Concrete Monolithic Curb Ramp c/w granular base	sq.m.	30.0	\$	\$
.6 100mm thick Exposed Aggregate Concrete Walk c/w granular base	sq.m.	4.0	\$	\$
.7 Conc. Paver Walk c/w granular base & sand layer	sq.m.	11.0	\$	\$

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.)

SECTION 4 - STREETWORKS AND PAVING

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
4.55 Tree Root Conflict Zone (SS 26)				
.1 Remove and Reinstate Concrete Sidewalk	sq.m.	475.0	\$	\$
.2 Excavation with Hydro-Vac Truck or by approved hand tools	cu.m.	125.0	\$	\$
.3 19mm clear Crush Rock	tonne	230.0	\$	\$
.4 Remove asphalt layer within Tree Well	sq.m.	12.0	\$	\$
4.56 Top Soil	cu.m.	50.0	\$	\$
4.57 Sod	sq.m.	490.0	\$	\$
4.60 New Top Inlet Catch Basin	each	2.0	\$	\$
4.61 Adjust Catch Basin and replace existing Frame & Cover with new Dobney Foundary B-28 Frame & B-28(PED) Grate	each	1.0	\$	\$
4.62 New 150mm diameter Catch Basin Lead c/w Tie-in	lin.m.	13.0	\$	\$
4.63 Traffic Signs				
.1 Supply and Install new Street Sign c/w Post	each	4.0	\$	\$
.2 Supply and Install new Street Sign	each	3.0	\$	\$
.3 Relocate existing Street Sign c/w Post	each	1.0	\$	\$
TOTAL FOR SECTION 4 : STREETWORKS AND PAVING				\$

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

SECTION	TOTAL AMOUNT
SECTION 4 : STREETWORKS AND PAVING	\$
TENDERED PRICE	\$
5% GST	\$
TOTAL TENDERED PRICE	\$

Tenderer's Initials _____

FORM OF TENDER – Appendix 2

PRELIMINARY CONSTRUCTION SCHEDULE

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

Indicate schedule with bar chart with major item descriptions and time

ACTIVITY	CONSTRUCTION SCHEDULE (WEEKS)											
	1	2	3	4	5	6	7	8	9	10	11	12

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 5

LIST OF SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer’s Initials _____

FORM OF TENDER – Appendix 7

DECLARATION – LIVING WAGE EMPLOYER

(See paragraph 4.2 - 5.3.7 and paragraph 9.1 of the Instructions to Tenderers – Part I)



I, _____ as a duly authorized signing officer of

Company: _____

Address _____

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

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

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

Contract Name: _____

Authorized Signatory:

Dated:

Tenderer’s Initials _____

AGREEMENT

- Agreement
 - Schedule 1 – Schedule of Contract Documents
 - Schedule 2 – List of Contract 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: **2021 Sidewalk Replacement**

Reference No. **NWIT-21-29**

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**
The Work Start /
Completion Dates
- 1.1 The *Contractor* will perform all *Work*, provide all labour, equipment, and material, and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before **10 Weeks** from the *Notice to Proceed*, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.

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: ptsoutsouras@newwestcity.ca

Attention: [Peter Tsoutsouras, A.Sc.T](mailto:Peter.Tsoutsouras@newwestcity.ca)

The *Contractor*:

Email:

Attention:

The *Contract Administrator*:

**WEB Engineering Ltd.
#275 – 3001 Wayburne Drive
Burnaby, BC V5G 4W3**

Email: wcarter@webengineering.ca

Attention: [Wally Carter, P.Eng.](mailto:Wally.Carter@webengineering.ca)

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

address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.
- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor*, without the express written consent of the *Owner*, shall not, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define, or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

**Article 7
General**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) (WITNESSED BY SIGNATURE)

(AUTHORIZED SIGNATORY NAME) (WITNESS NAME)

Owner:

Corporation of the City of New Westminster

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) (WITNESSED BY SIGNATURE)

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:

(ADDENDA, IF ANY)

The following Enquiries and Responses:

(ENQUIRIES AND RESPONSES, IF ANY)

Schedule 2
List of Contract Drawings

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
Cover Sheet			
Sidewalk Works – Hamilton Street (North Side) : Nineteenth St. to Eighteenth St.	1856-R-01	0	11/05/2021
Sidewalk Works – Hamilton Street (North Side) : Thirteenth St. to Fourteenth St.	1856-R-02	0	11/05/2021
Sidewalk Works – Sixth Avenue (South Side) : Seventh Street to Eighth Street	1856-R-03-1	0	11/05/2021
Sidewalk Works – Sixth Avenue (South Side) : Detail No. 1	1856-R-03-2	0	11/05/2021
Sidewalk Works – Sixth Avenue (South Side) : Detail No. 2	1856-R-03-3	0	11/05/2021
Sidewalk Works – Sixth Avenue : At Fourth St. Intersection	1856-R-06	0	11/05/2021
Sidewalk Works – Agnes St : At Tenth St. Intersection	1856-R-07	0	11/05/2021
Sidewalk Works – Curb Ramps Details	1856-R-100	0	11/05/2021

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-21-29 2021 Sidewalk Replacement** (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-21-29 2021 Sidewalk Replacement**;
- (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 Control of Work

4

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

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 (*add new clause 4.17.1 as follows*)

The *Contractor* is responsible for all survey required for construction layout and for record drawings associated with this contract. The *Contractor* shall be responsible for

recording of all field survey information pertaining to the as-constructed drawings. The *Contractor* shall provide, at no charge, a completed set of legible, marked-up as-constructed prints to the *Contract Administrator* on completion of the *Work*. The *Contractor* shall provide any additional information as requested to enable the *Contract Administrator* to prepare and submit as-constructed record drawings to the Municipality or the *Owner* for their records.

City Industrial Health and Safety Program	4.18	<p>4.18.1 (<i>add new clause 4.18.1 as follows</i>)</p> <p>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.</p>
VALUATION OF CHANGES AND EXTRA WORK	9	
Valuation Method	9.2.1	<p>9.2.1.1 (<i>add to clause</i>)</p> <p>; subject to final approval of available funding by the <i>Owner</i>.</p>
Quantity Variations	9.4	<p>9.4.1 (<i>delete clause 9.4.1 and replace as follows</i>)</p> <p>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.</p>
DELAYS	13	
Delay by Owner or Contract Administrator	13.1	<p>13.1.2 (<i>add clause 13.1.2 as follows</i>)</p> <p>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>.</p>
Unavoidable Delay	13.3.1	<p>13.3.1 (<i>add to clause</i>)</p> <p>After <i>Abnormal Weather</i> add "Global Pandemic,"</p>
	13.3.2	<p>13.3.2 (<i>add new clause 13.3.2 as follows</i>)</p> <p>The parties acknowledge that the <i>Contract</i> has been entered into during the on-going COVID-19 <i>Pandemic</i> (the "<i>Pandemic</i>"). The <i>Contractor</i> advises that it is able to proceed with the <i>Work</i> under the <i>Pandemic</i> conditions and <i>Restrictions</i> (collectively the "<i>Pandemic Restrictions</i>") as</p>

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
Conditions**

13.4.1 *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 (add clause 18.2.3 as follows)*

The *Owner* 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 *Contractor* 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	<p>24.1 (<i>amend 24.1 as follows</i>)</p> <p>24.1.1 (1) Limits: \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.</p> <p>24.1.1(2) (<i>add to 24.1.1(2) as follows</i>)</p> <p>The following shall be named as additional insured on the Contract:</p> <ul style="list-style-type: none"> • <u>Corporation of the City of New Westminster</u> • <u>WEB Engineering Ltd.</u> (Full name of Contract Administrator) • <u>Metro Testing Laboratories Ltd</u> (Full name of Contract Administrator sub consultant) <p>24.1.7 (<i>add new 24.1.7 as follows</i>)</p> <p>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>.</p>
MAINTENANCE PERIOD	25	
Correction of Defects	25.1	<p>25.1.4 (<i>add clause 25.1.4 as follows</i>)</p> <p>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.</p>

**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

This Contract uses the Supplementary Specifications and Detail Drawings prepared by the City of New Westminster that are based on MMCD Standard Documents. The Professional of Record's Seal applies to Sections of the Specifications and Standard Payment Clauses that are specific to the project. These sections, if any, are included in Supplementary Specifications.



SUPPLEMENTARY SPECIFICATIONS

City of New Westminster Supplementary Specifications and Detail Drawings can be obtained [here](#).

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SS 12	Not Used	SSPEC PAGE 4
SS 13	Crushed Granular Sub-base and Granular Base	SSPEC PAGE 4
SS 14	Permanent Pavement Markings	SSPEC PAGE 5
SS 15	Not Used	SSPEC PAGE 6
SS 16	Traffic Management Plan	SSPEC PAGE 6
SS 17	Not Used	SSPEC PAGE 6
SS 18	Not Used	SSPEC PAGE 6
SS 19	Not Used	SSPEC PAGE 7
SS 20	Not Used	SSPEC PAGE 7
SS 21	Notice Letters to Residents and Businesses	SSPEC PAGE 7
SS 22	Temporary Project Construction Signage	SSPEC PAGE 7
SS 23	Common Excavation	SSPEC PAGE 8
SS 25	Remove and Reinstate Existing Concrete Curbs, Concrete Sidewalks, Concrete Boulevards, Concrete Driveways, Concrete Driveway Crossings and Concrete Curb Ramps	SSPEC PAGE 8
SS 26	Tree Root Conflict Zone	SSPEC PAGE 10

APPENDICIES:

A:	Construction Work Hour Restrictions	SSPEC PAGE 12
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SUPPLEMENTARY SPECIFICATIONS

SS 1 *Scope of Work*

This Contract involves road works which includes concrete sidewalk and concrete curb replacement on various streets in the City of New Westminster. These works are funded under the Capital Works Program.

Projects may be added, deleted or modified by the City without penalty. The Construction schedule will need to be flexible to allow coordination with other projects.

SS 2 *Contract Time*

The *Work* under this *Contract* shall be completed no later than **10 Weeks** from the *Notice to Proceed*.

SS 3 *Definitions*

In these Supplementary Specifications, unless the context otherwise requires,

“Section” means section of the Specifications or the Conditions of Contract.

“Item” means item of the *Schedule of Quantities and Prices*.

SS 4 *Temporary No Parking*

Add new clause 1.4.14 to Section 01 55 00 – 1.4, Traffic Control.

- .14 Where it is necessary to temporarily disrupt on-street parking for construction,
- .1 distribute 48-hour advance notice to residents.
 - .2 supply and erect temporary “no-parking” signs.
 - .3 do not impound parked vehicles unless instructed to do so by police or by-law officer.
 - .4 vehicles may be towed at Contractor’s risk and expense to a nearby location. Inform registered owner as soon as possible as to the location of vehicle. Do not charge vehicle recovery or towing fees to vehicle owner.

SUPPLEMENTARY SPECIFICATIONS

SS 5 *Photographic Records*

Add the following to Section 01 33 01 – 1.7; Recording Actual Site Conditions.

- .5 The Contractor shall have dated photos of each site taken prior to starting work on the project. Compile photos on a digital compact disks/thumbs in separate folders for each individual project for the project records. Provide copy of the photos to the Contract Administrator prior to obtaining Substantial Performance. Payment for all work performed to do this task will be incidental. There is no separate payment for this work.

SS 6 *Cellular Phone for Site Inspector*

Add the following new clause to Section 01 51 01 – 1.4 Temporary Telephone and Telecommunications.

- .2 The *Contractor* shall provide a cellular telephone for the exclusive use of the *Site Inspector* until all *Work* under this *Contract* is completed. All costs associated with the phone are the responsibility of the *Contractor*.

SS 7 *Storm Water Quality Protection*

Prior to either asphalt milling or application of asphaltic tack coat, install a piece of filter fabric (catch basin sock) between the catch basin grate and frame so that foreign materials (asphalt millings, liquid tack coat, asphalt, etc.) do not enter the catch basin during construction.

Where construction is adjacent open watercourses, install silt fences, check dams and hay bales (as appropriate) to control silt from worksite.

There is no separate payment for this work.

SS 8 *Not Used*

SUPPLEMENTARY SPECIFICATIONS

SS 9 *Cold Milling: Milling Operation (Item 4.16)*

MMCD Section 32 01 16.7 is modified by addition of the following sub-section 3.6, Milling Operation

The following applies to all asphalt milling including surface milling and full depth milling listed under Schedule of Quantities and Prices item 4.16.

- .1 All manhole rims, valve covers, utility cover lids, wheelchair letdowns, and butt joints to adjacent road sections must have a temporary asphalt ramp from the top of existing road to the milled surface of sufficient length to prevent damage to vehicular and / or pedestrian traffic. The ramps are to be removed immediately prior to paving.
- .2 For surface milling operations, pavement patch or repair any section where gravel base is exposed (break-through) prior to end of working day and opening road to traffic.
- .3 The Contractor may mill asphalt over areas to be excavated to facilitate the work. There will be no separate measurement for this work under Item 4.16. **Measurement and Payment to be included in Common Excavation.**

SS 10 *Not Used*

SS 11 *Not Used*

SS 12 *Not Used*

SS 13 *Crushed Granular Sub-base and Granular Base (Item 4.7)*

Delete Section 31 23 01 - 3.5.3 Backfill Materials and replace with the following:

- .2 Trench Backfill Material to be Crushed Granular Sub-base

Delete Section 31 24 13 – 2.2 Specified Materials and replace with the following:

- .1 Subgrade Fill to be 100 mm Pit Run Gravel
- .2 Sub-base for road construction shall be Crushed Granular Sub-base.

Replace Section 31 05 17 – 2.9.1, Crushed Granular Sub-base with the following:

SUPPLEMENTARY SPECIFICATIONS

- .1 To be quarried rock, 100% fractured to 75 mm minus by mechanical means with no rounded sands or aggregates to following gradations.
(Note: Table on Page 6 of Section 31 05 17 unchanged)

Replace Section 31 05 17 – 2.10.1, Granular Base, with the following:

- .1 To be quarried rock, 100% fractured to 19 mm minus by mechanical means with no rounded sands or aggregates to following gradations.
(Note: Table on Page 6 of Section 31 05 17 unchanged)

SS 14 *Permanent Pavement Markings (Item 4.24)*

All permanent pavement markings to be thermoplastic markings. Lane lines on new pavement to be extruded thermoplastic.

Delete Section 32 17 23 – 1.2 , Scope, and replace with the following:

- .1 Survey referencing all existing traffic control / pavement markings prior to commencing work, survey layout and installation of new markings with paint or thermoplastic material as directed by Contract Administrator. Markings may include crosswalks, symbols, shark teeth symbols, lettering, stop bars, median cross-hatching, lane and edge lines, or related markings.

All permanent pavement markings shall be completed before granting Substantial Performance.

Delete Section 32 17 23 – 1.5.2 and .3, Measurement and Payment, and replace with the following:

- .2 Payment for permanent pavement markings will be made at the applicable unit rate per material classification listed in the Schedule of Quantities and Prices. Measurement of lines will be by lineal meter between intersections, stop bars, or curbs. Dashed, skip, or broken lines will be measured as a continuous line without considering breaks. For painted medians, the entire median area will be measured in square meters which will include the cross-hatching and the outer boundary lane line. Zebra Cross Walks will be measured from pavement edge to pavement edge perpendicular to direction of vehicle traffic.
- .3 Payment for permanent pavement markings includes:
 - .1 Survey referencing existing pavement markings prior to conducting work.

SUPPLEMENTARY SPECIFICATIONS

- .2 Survey layout of replacement permanent pavement markings
- .3 Installation of temporary pavement markings until permanent markings are installed.
- .4 Removal of Temporary pavement markings and devices after permanent markings are in place.
- .5 Eradication of existing pavement markings.
- .6 Construction of permanent pavement markings with paint or thermoplastic material as directed by Contract Administrator
- .7 All traffic control, scheduling and co-ordination to complete the temporary and permanent pavement markings.

SS 15 *Not Used*

SS 16 *Traffic Management Plan*

Add new clause 1.4.15 to Section 01 55 00 – 1.4, Traffic Control.

- .15 The Contractor shall provide a traffic management plan including proposed traffic diversions, location of flaggers and signage. The plan must be approved by the Owner.

Electronic Changeable Message Boards will be required for busy MRN/Arterial/Collector roads. Electronic Changeable Message Boards must be placed in position a minimum of two weeks before starting work to notify motorists of the upcoming works.

The Sixth Avenue Projects will require a minimum of 6 Electronic Changeable Message Boards for each of the projects.

The Owner will issue a Highway Use permit permitting parking outside of construction hours.

There is no separate payment for providing a traffic management plan.

SS 17 *Not Used*

SS 18 *Not Used*

SUPPLEMENTARY SPECIFICATIONS

SS 19 *Not Used*

SS 20 *Not Used*

SS 21 *Notice Letters to Residents and Businesses*

Replace clause 1.2.2.1 to Section 01 58 01 – 1.2, Temporary Project Signage with the following:

The *Contractor* shall supply copies of the notice letters advising affected residents and businesses about the upcoming construction which will affect them. The *Contractor* shall be responsible for delivering these letters no sooner than seven days and no later than two days before the start of construction.

A sample of the notice letter shall be submitted to the *Contract Administrator* at least 72 hours before the *Contractor* are scheduled to deliver them.

There is no separate payment for this work. All costs associated with supplying and delivering the notice letters are the responsibility of the *Contractor*.

SS 22 *Temporary Project Construction Signage*

Replace clause 1.2.1.3 to Section 01 58 01 – 1.2, Temporary Project Signage with the following:

The *Contractor* shall supply and install temporary Project Construction Signage for each project. The Project Construction Signs shall be a sign with orange background having black and white lettering of a design style approved by the City. The temporary Project Construction Signage shall indicate the name of the Contract, the location of work, the duration of the work and the name and phone number of the Contractor. A Project Construction Sign shall be installed at each ends of the project limits on wooden or metal posts able to support the sign. The bottom of the sign shall be located a minimum 0.6m above the ground surface.

Payment for all materials and works to do this task will be incidental. There is no separate payment for providing the temporary Project Construction Signage.

SUPPLEMENTARY SPECIFICATIONS

SS 23 *Common Excavation (Item 4.2)*

Replace clause 1.8.5 to Section 31 24 13 – 1.8, Measurement and Payment with the following:

- .5 Payment for common excavation includes removal of existing pavements, asphalt utilities strips, asphalt driveways, gravels, shrubs, grass, top soil, unsuitable material, junction/meter box, catch basins, pipes and conduits which are removed as part of the operation for common excavation. All common excavation material shall be disposed off-site and will include any dumping fees.

Measurement for common excavation will be in-place volume calculated based on the length and width and depth of excavation measured in the field by the Contract Administrator.

SS 25 *Remove and Reinstate Existing Concrete Curbs, Concrete Sidewalks, Concrete Boulevards, Concrete Driveways, Concrete Driveway Crossings and Concrete Curb Ramps (Item 4.54)*

Add new clause 1.0.2 to Section 03 30 20 – 1.0, General.

- .2 Refers to those portions of the work involved with removing and reinstating existing concrete curbs, concrete/paver sidewalks and walks, concrete boulevards, concrete driveway crossings, concrete driveways and concrete curb ramps. The Contractor shall reference the location and elevation of the existing curb gutter and top of curb with a survey before removing it. There is no separate payment for this and any cost associated with this work shall be included with the unit rate for each applicable pay item under this section.

Any existing signs disturbed or temporarily removed during the reinstatement works shall be reinstated back to their original location by the contractor. The contractor shall install the City supplied steel sign sleeves for any signs located in the concrete sidewalk or the concrete boulevard. The contractor is responsible for co-ordinating and getting the steel sign sleeve from the City. There is no separate payment for reinstating signs and any cost associated with this work shall be included with the unit rates for each applicable pay item under this section.

Any existing structures, such as mail boxes, garbage cans, etc., located on the sidewalk or boulevard being reinstated that requires temporary relocation during construction shall be reinstated back to its original location by the

SUPPLEMENTARY SPECIFICATIONS

contractor after installing the new sidewalk or boulevard. There is no separate payment for reinstating the existing structures and any cost associated with this work shall be included with the unit rates for each applicable pay item under this section.

Any grass or landscape boulevard reinstatement works will be paid for separately under the applicable contract unit rates.

Any work included in the curb construction zone as shown in the details on the Tender Drawings will be paid for separately under the applicable contract unit rates.

Replace clause 1.4 to Section 03 30 20 – 1.4, Measurement and Payment with the following 1.4 clauses:

- .1 Payment for reinstating machine placed or hand form curbs shall include the removal and off-site disposal including any dumping fees of the existing curb or curb and gutters, saw cutting, excavation for the granular base, subgrade preparation, adjustment of any utilities frame and covers, reference and construction survey, supply and placing of the concrete curbs and gutters including all jointing and will cover all straight, curve and transition sections, supply and placing and compacting the granular base located under and behind the curb, and reinstating any pavement markings damaged from installing the new curbs.

Measurement for this item shall be based on the actual lengths measured on-site for each pay item completed.

- .2 Payment for reinstating monolithic concrete curb and sidewalks, concrete/paver sidewalks, concrete boulevards, concrete and concrete paver walks, concrete ramps, concrete and concrete paver driveways shall include the removal and off-site disposal including any dumping fees of the existing concrete structures listed above, saw cutting, reinstating existing signs or structures, excavation for the granular base, subgrade preparation, adjustment of any utilities frame and covers, reference and construction survey, supply and placing of the concrete including all jointing, supply and placing and compacting the granular base and the sand layer located under and behind the concrete structures listed above.

Measurement for these items shall be based on the actual areas measured on-site for each pay item completed.

SUPPLEMENTARY SPECIFICATIONS

SS 26 ***Tree Root Conflict Zone (Item 4.55)***

Add new clause 1.0.3 to Section 03 30 20 – 1.0, General.

- .3 Refers to those portions of the work involved with removing and reinstating existing concrete sidewalks located near boulevard trees having conflicts with the existing tree roots.

Removal of the existing concrete sidewalk and any excavation must be done by a Hydro-Vac truck or by using approved hand tools under the supervision of the City Arborist.

After the contractor has completed the excavation, the City Arborist will review the exposed tree roots and perform selective root pruning. The contractor shall co-ordinate the sidewalk reinstatement works with the City Arborist.

Any grass or landscape boulevard reinstatement works will be paid for separately under the applicable contract unit rates.

Add new clause 1.4.10, 1.4.11 and 1.4.12 to Section 03 30 20 – 1.4, Measurement and Payment with the following:

- .10 Payment for reinstating concrete sidewalks in conflict with the tree roots shall include the removal and off-site disposal including any dumping fees of the existing concrete sidewalk, saw cutting, reinstating existing signs or structures, subgrade preparation, adjustment of any utilities frame and covers, reference and construction survey, supply and placing of the concrete including all jointing, supply and placing the 4mm black poly located under the concrete sidewalk and any co-ordination with the City Arborist. Measurement for this item shall be based on the actual areas measured on-site for the concrete sidewalk completed.
- .11 Payment for excavation to reinstate the concrete sidewalks in conflict with the tree roots shall include the excavation done by a Hydro-Vac truck or by approved hand tools, disposal of the excavated materials off-site including any dumping fees, subgrade preparation and any co-ordination with the City Arborist.

SUPPLEMENTARY SPECIFICATIONS

Measurement for excavation will be in-place volume calculated based on the length and width and depth of excavation measured in the field by the Contract Administrator.

- .12 Payment for the 19mm clear crush rock used to reinstate the concrete sidewalks in conflict with the tree roots shall include the supply, placing and grading and compacting the 19mm clear crush rock, subgrade preparation and any co-ordination with the City Arborist.

Measurement for this item shall be the actual quantity placed and incorporated into the on-site works based on weigh tickets provided to the Contract Administrator as loads are delivered.

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Appendix A – Construction Work Hour Restrictions

ID#	Street / Intersection	Location	Work Hours Allowed
1	Hamilton Street :	Nineteenth Street to Eighteenth Street	Week Days – 7:00 a.m. to 8:00 p.m. Saturday – 9:00 a.m. to 6:00 p.m.
2	Hamilton Street :	Fourteenth Street to Thirteenth Street	Week Days – 7:00 a.m. to 8:00 p.m. Saturday – 9:00 a.m. to 6:00 p.m.
3	Sixth Avenue :	Eighth Street to Seventh Street	Week Days – 9:00 a.m. to 3:00 p.m. Saturday – 9:00 a.m. to 6:00 p.m.
6	Sixth Avenue :	at Fourth Street Intersection	Week Days – 9:00 a.m. to 3:00 p.m. Saturday – 9:00 a.m. to 6:00 p.m.
7	Agnes Street :	at Tenth Street Intersection	Week Days – 7:00 a.m. to 8:00 p.m. Saturday – 9:00 a.m. to 6:00 p.m.

* Hours of work subject to change based on site constraints and are to be approved by the City Engineer. A noise variance may be given subject to City approval.