



NEW WESTMINSTER

CORPORATION OF THE CITY OF NEW WESTMINSTER

CONTRACT No. NWIT-21-32

Scour Protection

Updated Instructions to Tenderers

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INVITATION TO TENDER

CORPORATION OF THE CITY OF NEW WESTMINSTER
(THE OWNER)

Contract: Scour Protection

Reference No: NWIT-21-32

The Owner invites tenders for:

The installation of scour protection along the Fraser River bank (intertidal and subsurface) where the New Westminster Park Pier recently burned down

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

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

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

Tenders are scheduled to close at:

Tender Closing Date: Thursday, December 9, 2021

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

Tenders to be submitted by email to nwpurchasing@newwestcity.ca with Subject "NWIT-21-32 Scour Protection". 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 Westminster. 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 Westminster

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 Westminster 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: **Scour Protection**

Reference No: **NWIT-21-32**

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 installation of scour protection along the Fraser River bank (intertidal and subsurface) where the New Westminister Park Pier recently burned down

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: Thursday, December 9, 2021**
- Address: **Email to: nwpurchasing@newwestcity.ca** with Subject “**NWIT-21-32 Scour Protection**”.
- 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: Scour Protection

Reference No: NWIT-21-32

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 Total Performance of the *Work* on or before **February 28, 2022**; 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	Description	Unit	Qty	Unit Price (\$)	Amount (\$)
1.1	Mobilization	Lump Sum	1	\$	\$
1.2	Demobilization	Lump Sum	1	\$	\$
1.3	Construction Survey A – Existing Shoreline	Linear Metre	264	\$	\$
1.4	Construction Survey B – Post- Scour Protection Installation	Linear Metre	264	\$	\$
1.5	Scour Protection	Cubic Metre	5,200	\$	\$
	Tender Price to be carried over to Summary Sheet			\$	

Tenderer's Initials _____

FORM OF TENDER – Appendix 1

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *GST*. *GST* shall be shown separately.)

TENDER SUMMARY

	TOTAL AMOUNT
Scour Protection	\$
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 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 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: **Scour Protection**

Reference No. **NWIT-21-32**

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>Total Performance</i> of the <i>Work</i> on or before February 28, 2022 , 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*:

**Consultant Name
Consultant Address**

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*.

**Article 7
General**

- 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.

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
Design Criteria, General Notes and Drawing list	317071-00039-02-MA-DGA-1500	B	04-NOV-21
Existing Site Plan	317071-00039-02-MA-DGA-1501	B	04-NOV-21
General Arrangement and Sections	317071-00039-02-MA-DGA-1502	C	04-NOV-21

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-21-32 Scour Protection** (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 scour protection 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-21-32 Scour Protection;
- (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	<p>4.17.1 (<i>add new clause 4.17.1 as follows</i>)</p> <p>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.</p>
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 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 Documentation18.2.2 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

24.1 (amend 24.1 as follows)

24.1.1 (1) Limits: \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

24.1.1(2) (add to 24.1.1(2) as follows)

The following shall be named as additional insured on the Contract:

- Corporation of the City of New Westminster
-
(Full name of Contract Administrator)
-
(Full name of Contract Administrator sub consultant)
-
(Full name of Contract Administrator sub consultant)
-
(Full name of Contract Administrator sub consultant)

24.1.7 (add new 24.1.7 as follows)

Should the *Contractor* neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the *Owner*, then the *Owner* shall obtain and/or maintain such insurance and the *Contractor* hereby appoints the *Owner* its true and lawful attorney to do all things necessary for this purpose. All monies expended by the *Owner* for Insurance premiums under the provisions of this clause shall be charged to the *Contractor*.

MAINTENANCE PERIOD 25
Correction of Defects 25.1

25.1.4 (add clause 25.1.4 as follows)

The *Owner* is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of

emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

**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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01 11 00 Summary of Work	5 Pages
01 29 13 Measurement and Payment	5 Pages
01 35 43 Environmental Procedures	4 Pages
01 41 00 Regulatory Requirements	7 Pages

This Specification represents work done by Advisian performed to recognized engineering principles and practices. The work is based upon the project scope and design information as described herein and as provided by Advisian's contractual client, City of New Westminster (the "Client"). This Specification has been prepared solely for the Client. The extent of any warranty or guarantee of this Specification or the information contained therein in favour of the Client is limited to the warranty or guarantee, if any, contained in the contract between the Client and Advisian. Any other users of this Specification do so entirely at their own risk and neither Advisian, its subconsultants, Advisian's Client nor their respective employees assume any liability for any reason, including, but not limited to, negligence, for any information or representation herein.

Company details

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Document No. 317071-00039-01-GE-SPC-010000_RB







Rev	Description	Author	Review	Advisian approval	Revision date
A	Issued for Customer Review	 A. Peterson	 E. Heynes	 A. Peterson	24-Sep-21
B	Issued for Tender	 A. Peterson	 E. Heynes / H. Ambrose	 A. Peterson	05-Nov-21

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1 GENERAL

1.1 Summary

- .1 This section of the Specifications forms part of the overall Specification document and shall be carried out in accordance with the terms of the Contract between the City of New Westminster (Owner) and the Contractor.
- .2 Consultant is an Advisian Representative. This applies to all Specifications and Drawings contained herein.

1.2 Codes

- .1 Perform Work in accordance with all applicable codes including federal, provincial, or municipal jurisdiction, provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Meet or exceed requirements detailed throughout the Drawings and Specifications, and specifically called for in the standards, codes, and reference documents.

1.3 Documents Required

- .1 Maintain at Contractor's Work area, one copy each of the following:
 - .1 Contract between the Owner and the Contractor, Drawings and Specifications.
 - .2 Copy of approved construction schedule.
 - .3 Addenda, if applicable.
 - .4 Reviewed Shop Drawings.
 - .5 Change Orders.
 - .6 Field Memos.
 - .7 Other modifications to the Contract between the Owner and the Contractor.
 - .8 Field test reports.
 - .9 Permits and approvals issued by regulatory agencies.

1.4 Access to the Place of the Work

- .1 Access to the Place of the Work will be controlled by Owner. Coordinate with Owner and inform Owner of any site access, whether by shore or marine. Site access is anticipated to be exclusively via marine means, with shore-based activities limited and requiring Owner approval (requests of which to be submitted to Owner via written means).

NOTE: The Contractor shall recognize that there is no guarantee any Works can be carried out via land-based means.

1.5 Examination of Site

- .1 The Contractor shall report promptly to the Consultant any discrepancy, inaccuracy, or deviation between the information contained in the Drawings and the Specifications and the actual conditions found to be in existence during the process of the Work.

2 PROJECT MEETINGS

2.1 Preconstruction Meeting

- .1 After execution notification of the Contract between Owner and the Contractor, the Owner will arrange a pre-construction meeting to be attended by authorized representatives of the Contractor. Owner will advise all other interested parties whose coordination is required during construction and request their attendance.
- .2 Topics for discussion will include safety, schedule, methods, and means by which full cooperation and coordination of all participants can be achieved during construction.
- .3 Owner may document responsibilities and necessary activities of participants as discussed and distribute copies to each participant.

2.2 Coordination Meetings

- .1 Throughout the progress of the Work, attend coordination meetings as required by Owner.

2.3 Safety

- .1 In accordance with good industry practice regarding Health, Environment and Safety management guidelines, the Contractor shall:
 - .1 Conduct daily safety toolbox meetings.
 - .2 Complete daily short form Job Safety Analysis (JSA).

- .3 Conduct daily Field Level Risk Assessment (FLRA).
- .4 Complete long form Job Safety Analysis (JSA) as required.
- .5 Conduct critical Job Safety Analysis (JSA) as required.
- .6 Ensure all Contractor and Subcontractor personnel adhere to the following minimum requirements for personal protective equipment (PPE):
 - .1 Safety headgear (hard hat).
 - .2 Eye protection (safety glasses with side shields or chemical splash goggles).
 - .3 Hearing protection when warranted by operation.
 - .4 Safety footwear.
 - .5 High visibility vest.
- .7 The minimum PPE requirements are not required for:
 - .1 Personnel travelling in a shuttle vehicle and not leaving the vehicle except to access or leave the vessel.
- .8 Life Jackets:
 - .1 A personal floatation device (PFD) or lifejacket with sufficient buoyancy to keep the workers' head above water is required when there is a risk of falling into water or when working on the wharf within 3 ft. of an unguarded edge, as shown by the yellow line. A PFD is not required if the relevant requirements in WCB OH&S Regulations Part 11, Fall Protection are met to prevent a fall into the water.

2.4 Contractor Responsibilities

- .1 Attend all meetings called by Owner and be prepared to discuss the progress of the Work, including but not limited to the following:
 - .1 Safety and security.
 - .2 Environmental concerns.
 - .3 Review actual Work progress against construction schedule.
 - .4 Review manpower curves and cash flow.

- .5 Review critical Work sequences.
 - .6 Review possible disruptions or disputes caused by the Suppliers and Trades.
 - .7 Review potential delivery or problems and propose measures to correct or resolve.
 - .8 Delivery, delays, and substitutions.
 - .9 Review and discuss on a regular basis to ensure "as-built" variances are recorded.
 - .10 Review of contemplated changes in the Work, Field Work Orders (FWO's), and Change Orders (CO's).
 - .11 Review of applications for payment.
 - .12 Review of any observations, quality of Work and testing, requests for clarification, problems, conflicts, and coordination which may impede Work progress.
- .2 Arrange for representatives of Subcontractors and Suppliers to attend meetings associated with the Contract between Owner and the Contractor as required and be qualified and authorized to act on behalf of the entity each represents.

3 PROJECT COORDINATION

3.1 Coordination

- .1 Assume full responsibility for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of Work under the Contract between Owner and the Contractor. If conflicts arise, refer the matter to Owner for decision.
- .2 Examine the construction Drawings and Specifications and the Work of all other Contractors which may affect the Performance of the Work. Report to Consultant immediately, any defects or incomplete Work which may affect proper execution of the Work. Commencement of Work constitutes acceptance of surfaces and conditions except as to latent defects not apparent at the time of commencement and all claims waived against Owner.
- .3 Inform Consultant and other parties concerned prior to performing Work which attaches to or affects Work of other Contractors, utilities, or Owner.
- .4 Ensure cooperation with Subcontractors so that Work is carried out expeditiously and satisfactorily until completion.
- .5 Maintain safe means of egress from all parts of the Work area at all times.

3.2 Site Organization

- .1 Upon execution notification of the Contract between Owner and the Contractor, appoint key personnel named in the Bid Documents to supervise and direct the Work on Site and to be available to accept instructions from Owner or Consultant. The Owner reserves the right to remove any personnel from the Site if the performance of such personnel concerned is detrimental to the Performance of the Work.
- .2 Ensure that sufficient numbers of each class and type of trade are available when required to carry out the Work.
- .3 No material laydown areas on shore are identified at this time and should not be assumed to be provided.

3.3 Scheduling

- .1 Contractor shall carry out works in accordance with the Contract requirements.

4 QUALITY CONTROL

4.1 Description of Program

- .1 The Contractor is required to establish, maintain, and comply with a quality control program with respect to the Work (the "QCP"). This section sets out the general requirements of the QCP and certain quality control activities which must be performed by the Contractor during the Work. In addition to the requirements set out in this section, detailed inspection and test requirements are shown in other sections of the plans and Specifications where appropriate. The Contractor has the sole responsibility for the quality control of the Work, but quality assurance inspection and testing may be conducted by Owner. The requirements for quality control set out in this section and the other sections of the plans and Specifications are not intended to be complete or exhaustive, and the Contractor must conduct additional inspections, tests, or audits beyond those described, if appropriate.

4.2 Submittals

- .1 The Contractor must prepare and submit a QCP no more than seven days after the Contract between Owner and the Contractor is awarded.
- .2 The QCP must contain a comprehensive plan and description of Contractor's quality control procedures to be followed and applied until final completion of the Work and, without limitation, must include the following:

- .1 Organization chart identifying by name the manager of the quality control organization.
 - .2 Plan for development of detailed inspection and test procedures. Procedures to be in accordance with all relevant codes, laws, ordinances, and the Specifications and referenced standards. Procedures to detail where and how various material samples will be taken such that they will be representative of materials actually used in the Work.
 - .3 List of all applicable tests and inspections Contractor will perform and the frequency at which they will be performed.
 - .4 Procedures to be used to report deficiencies and then to either remove each deficient item or correct it.
 - .5 Procedures to show how submittals from Suppliers, Subcontractors, and other parties will be reviewed for compliance with the plans and Specifications prior to Contractor's submittal to Consultant and Owner
 - .6 Procedures to show how materials will be received and inspected for compliance with the plans and Specifications. Also, how material will be stored and inspected on an ongoing basis, to ensure compliance with the requirements of the plans and Specifications.
 - .7 Procedures to show how installed materials will be checked to assure continuous conformance to the reviewed submittals.
-
- .3 The Contractor must submit copies of the QCP to the Owner and Consultant for review no more than seven days after the day the Contract between Owner and the Contractor is executed (electronic submission is acceptable). Revise as required and resubmit accordingly. The Contractor must not commence the Work until the QCP has been approved by Owner.
 - .4 Submit a list of Suppliers and Subcontractors. List to include items to be supplied, item numbers, Specifications, inspection and test requirements, performance data, anticipated inspection test dates, and other pertinent information as appropriate. Submit list to Owner ten days prior to the performance of required inspections and tests.

4.3 Documentation

- .1 Make copies of all quality control documents available at locations where they are to be used.

- .2 Prepare, identify, and maintain all records and documents which are quality related and make them available to Consultant and Owner upon request. Protect records from damage, deterioration, or loss. Retain all quality records for at least three years after final completion of the Work.

4.4 Inspection and Tests

- .1 Ensure conformance of the Work to the requirements of the plans and Specifications, to the codes and standards described in the plans and Specifications, and to the reviewed submittals.
- .2 Employ the services of an independent testing agency, certified to Canadian Standards Association ("CSA") requirements for the sampling and testing of materials. Obtain written acceptance from Owner of the independent laboratory prior to any permanent Work being installed.
- .3 All inspections shall be carried out by Contractor's quality control personnel, not production personnel. The characteristics to be inspected or tested and the methods to be employed shall be as specified or as set out in the QCP. Owner and the independent agency will determine locations of tests.
- .4 The Contractor shall bear all costs for inspections and tests conducted by Contractor, independent laboratory, and parties other than Owner and Consultant.
- .5 Document and submit inspection / test results to Owner not later than 12 hours after completion of inspection / tests and prior to incorporation of the item(s) into the Work unless the test or inspection must be done after installation. In this case, submit inspection and test results within 12 hours of the inspection or test.
- .6 Inspection and tests conducted by persons or agencies other than Contractor will not in any way relieve Contractor of its responsibility and obligation to meet all Specifications, codes, and standards.
- .7 Owner or Consultant may inspect, at its source, any special materials or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples for testing and further inspection:
 - .1 If Owner or Consultant conducts a plant inspection, Owner or Consultant must have:
 - .1 The cooperation and assistance of the Contractor and the Supplier with whom Contractor has contracted for materials.

- .2 Full access, during scheduled production or warehousing working hours, to such parts of the plant that are concerned with the manufacture, production, storage, or shipping of materials being furnished.
 - .2 Owner or Consultant may retest any materials which have been tested and accepted at the source of supply after they have been delivered to the Site of the Work.
 - .8 Records (reports) of inspection and test activities are quality records. Maintain them in a manner that provides integrity of item identification, acceptability, and traceability.
- 4.5 Control of Measuring and Test Equipment
 - .1 Select measuring and test equipment in such a manner as to provide proper type, range, accuracy, calibration, and tolerance for determining compliance with specified requirements.
 - .2 Supply devices required to facilitate Owner or Consultant inspection of the Work.
- 4.6 Inspection, Test, and Operating Status
 - .1 Maintain, at the Site of the Work and at Contractor's head office, records to show the inspection status of materials, items and installation, in order to ensure that the required inspections and tests have been performed in a timely and correct manner.
- 4.7 Quality Assurance Inspection
 - .1 Independent inspection / testing agencies may be engaged by Owner for the purpose of inspecting and testing portions of Work.
- 4.8 Reports
 - .1 Submit three copies of all inspections and tests reports promptly to Owner and Consultant.
 - .2 Submit three copies of any material tests certificates which Owner and Consultant requests or which are required by the plans and Specifications.
- 5 SHOP DRAWINGS
 - .1 The term "Shop Drawings" means Drawings, diagrams, illustrations, schedules, performance charts, brochures, Product and other data which are to be provided by the Contractor to illustrate details of a portion of the Work. The Contractor shall provide clearly identified Shop Drawings as called for by the Drawings and Specifications or as Consultant may reasonably request.

- .2 Shop Drawings shall indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, and include explanatory notes and other information necessary for completion of the Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the section under which the adjacent items will be supplied and installed. Include references to Drawings and Specifications.
- .3 Review Shop Drawings prior to submission to Consultant and Owner. The Contractor's review represents that necessary field measurements, field construction criteria, materials, catalogue numbers, and similar data have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract between Owner and the Contractor. Confirm review of each submittal by stamp, date, and signature of the person responsible. At time of submission, notify Owner and Consultant in writing of any deviations from the requirements of the Contract between Owner and the Contractor.
- .4 Submittals not reviewed by the Contractor prior to submission to Consultant will be returned without being examined and shall be considered rejected.
- .5 Submit Shop Drawings to Consultant and Owner in an orderly sequence and sufficiently in advance so as to not cause delay in the Work.
- .6 Failure to submit Shop Drawings sufficiently in advance will not be considered adequate reason for an extension of Contract between Owner and the Contractor time and no claim for extension by reason of such default will be allowed.
- .7 Unless indicated otherwise in individual Specification sections, submit three copies of Shop Drawings. Submit three copies of Product datasheets or brochures where Shop Drawings will not be prepared due to standardized manufacture of Product. Following review, one copy will be returned.
- .8 Consultant will review and return Shop Drawings within five Working Days. Consultant review is for general conformity with the design concept. Consultant does not warrant or represent that the information contained on the Shop Drawings is either accurate or complete. Sole responsibility for correct design, details, and dimensions shall remain with the party submitting the Drawings.
- .9 Upon Consultant request, revise and resubmit Shop Drawings that Consultant rejects as inconsistent with the Contract between Owner and the Contractor unless otherwise directed by Consultant. Notify Consultant in writing of any revisions to the resubmission other than those requested Consultant.
- .10 Adjustments made on Shop Drawings by the Consultant are not intended to change the Contract between Owner and the Contractor price. If adjustments affect the value of the

Work, state such in writing to Consultant and Owner prior to proceeding with affected Work.

- .11 If, upon review by the Consultant, no errors or omissions are discovered or if Consultant deems that only minor corrections are necessary, fabrication and installation of Work may proceed. Work affected by submittal shall not proceed until review is complete.
- .12 Keep one reviewed copy of each submission at the Place of the Work.
- .13 Shop Drawings shall include in the title block a reference to the Drawing number most clearly identifying the component.
- .14 Shop Drawings shall be submitted for complete assemblies only and shall be accompanied by a key plan providing the assembled configuration of the components.

6 RECORD DRAWINGS

- .1 Contractor shall complete a field engineering survey following completion of an item or segment of Work. Owner will provide one set of white prints of latest construction Drawings necessary for sole purpose of recording "as-built conditions" of deviations from the plans and Specifications. Contractor shall clearly identify them as "Record Drawings" and have them available at all times and at all meetings attended by Owner or Consultant for inspection or scrutiny and as may be required by the Consultant.
- .2 During the course of performing the Work, the Contractor's superintendent or foreman shall record clearly and indelibly in red pencil all "as-built" deviations from the plans and Specifications caused by Site conditions or any directives issued by the Consultant.
- .3 Record dimensions in metric measure.
- .4 After completion of the Work, the Contractor must complete the record Drawings by showing thereon all condition information from the Site (Drawings) and record Drawings. The Contractor shall endorse each record Drawing with the Contractor's name, date of record, and the notation "We hereby certify that these Drawings represent the Work as recorded". An authorized Representative of the Contractor must sign each record Drawing below the notation and the endorsed and signed record Drawing must be delivered to the Consultant.
- .5 All record Drawings duly endorsed and signed as set out in Clause 6 of this section must be delivered to the Consultant not later than seven days before a final certificate of completion is issued.

*** END OF SECTION ***

This Specification represents work done by Advisian performed to recognized engineering principles and practices. The work is based upon the project scope and design information as described herein and as provided by Advisian's contractual client, City of New Westminster (the "Client"). This Specification has been prepared solely for the Client. The extent of any warranty or guarantee of this Specification or the information contained therein in favour of the Client is limited to the warranty or guarantee, if any, contained in the contract between the Client and Advisian. Any other users of this Specification do so entirely at their own risk and neither Advisian, its subconsultants, Advisian's Client nor their respective employees assume any liability for any reason, including, but not limited to, negligence, for any information or representation herein.

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1 PLACE OF THE WORK

- .1 The Place of the Work is located east of 610 Front Street in the City of New Westminster, BC and as noted on the Drawings.

2 CONTRACT METHOD

- .1 The Work will be performed in accordance with the Contract Documents and paid for with measurement in accordance with Section 01 29 13 - Measurement and Payment and as stipulated in the Contract.

3 SCOPE OF WORK

3.1 General

- .1 The list of Work covered by Contract Documents given in Clause 3.2 is presented for the purpose of complementing or clarifying the Drawings, Specifications, and other Contract Documents, but shall not constitute a complete list of the Work of this Contract.
- .2 Comply fully with the provisions of the Contract Documents.
- .3 The Contractor shall accept the Site in its prevailing condition at the time of commencement of Work.
- .4 The Works include mobilization and demobilization of site; leaving the site is a suitable condition and to the Owner's satisfaction.
- .5 Access to the Place of the Work will be controlled by Owner. Coordinate with Owner and inform Owner of any site access, whether by shore or marine. Site access is anticipated to be exclusively via marine means, with shore-based activities limited and requiring Owner approval (requests of which to be submitted to Owner via written means).

NOTE: The Contractor shall recognize that there is no guarantee any Works can be carried out via land-based means.

- .6 No temporary shore-based buildings shall be installed as part of the Works; however, consideration for one "portable toilet" structure may be considered, depending on demonstrated need and ability to maintain security/safety of said structure.
- .7 Establish all lines and grades required to set out the Work. The Contractor shall locate all other reference points and lines and take necessary action to prevent their destruction. All dimensions noted on the Drawings shall be field verified prior to commencement of the Work.

- .8 Maintain sufficient stocks of materials near the Site (on barge or other) at all times to meet the demands of the construction schedule with a reasonable reserve to compensate for changes in the Work or changes in the construction program. No material laydown areas on shore are identified at this time and should not be assumed to be provided.
- .9 Supply all construction tools and consumables required to complete the Work of this Contract.
- .10 Supply and erect temporary barriers around the working area of the Site as required for safety and the protection of operating equipment.
- .11 Maintain the Site security with a view to protection of the public.
- .12 Maintain the existing roads and road surfaces at the Place of the Work in a safe and sound condition during the period of the Contract including making good and repairing any damage arising from the Work performed under this Contract. It is noted that the nearby Front Street has heavy traffic and sweeping the street surface is not always feasible. Minimize tracking dirt onto nearby streets by provision for and use of a truck wash. Halt all trucking activities as directed by the Consultant if the adjacent streets become dirty. Maintaining tidiness on marine based equipment is required. Barge/derick and other marine equipment must be located and operated in such a manner as to not impact river traffic.
- .13 Maintain cleanliness at the Place of the Work. Remove debris that could in any way interfere with neighbouring operations.
- .14 Allow for personal vehicles to be parked off-Site.
- .15 For technical Specifications not included in the documents, Master Municipal specifications shall apply.

3.2 Work Covered by Contract Documents

- .1 The Work includes but is not necessarily limited to the following:
 - .1 Site Survey:
 - .1 Establish baseline survey on Site.
 - .2 Survey all Site services, including registered and unregistered outfall to avoid any damage.

.2 Scour Protection Work:

.1 Supply and installation of scour protection.

3.3 Owner Supplied Items

.1 Not Applicable.

3.4 Work by Others

.1 Not Applicable.

3.5 Coordination with Others

- .1 Coordinate all operations and cooperate fully with other Contractors at the Place of the Work.
- .2 Fulfill the duties of prime Contractor under the WorkSafe BC regulations. Specifically undertake responsibility for managing overall Site safety in regards to interfaces between Contractor activities, protecting the public from worksite activities, and emergency situation coordination.
- .3 Coordinate activities with the adjacent railway companies. The Contractor is advised that four primary railway companies operate on the adjacent three rail lines and the City of New Westminster maintains statutory crossing rights at 6th Street. Provide flagging and safety procedures as required for crossing activities. Advise the Consultant immediately, if there are problems contacting the rail companies or the rail companies are providing undue limitations in crossing access.

4 SCHEDULING

- .1 Complete all Works prior to February 28, 2022.

*** END OF SECTION ***

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1 MEASUREMENT, GENERAL

- .1 All items of Work listed in the Schedule of Quantities and Prices will be measured by the Contractor with copies of the Contractor's calculations submitted to the Consultant for review prior to the Contractor's application for progress payment of each item of Work.
- .2 Methods of measurement and computation to determine quantities of materials furnished and Work performed under the Contract will be as described herein unless otherwise specified in the relevant individual sections. The SI system of units shall be used for weights, measurements, and computations unless noted otherwise.
- .3 When a complete structure or structural unit or piece of equipment is specified as the unit of measurement, the unit shall include all necessary fittings and accessories.
- .4 No measurement will be made for:
 - .1 Work performed or materials placed outside of the lines indicated on the Drawings or established by the Consultant.
 - .2 Materials wasted, used, or disposed of in a manner not called for under the Contract.
 - .3 Materials rejected after installation that are found not to conform to the provisions of the Contract.
 - .4 Hauling and disposing of rejected materials.
 - .5 Materials remaining on hand after completion of the Work.

2 PAYMENT, GENERAL

- .1 Payment for unit price Work acceptably completed under the Contract will be made in accordance with the provisions of the Contract for the various items of Work appearing in the Schedule of Quantities and Prices from the Appendix 1 of the Form of Tender.
- .2 Any Work called for in the Specifications or indicated on the Drawings, or which is necessary for the completion of the Work, and which is not specifically listed as a separate item in the Schedule of Quantities and Prices from the Appendix 1 of the Form of Tender, shall be deemed incidental to the Work and no separate payment will be made for such Work. The cost of such Work shall be included in the unit prices for the items of Work appearing in the Schedule of Quantities and Prices from the Appendix 1 of the Form of Tender.

- .3 The Owner reserves the right to delete items in their entirety, without changing the unit rates of any other items. Unit rate items shall therefore be complete and independent of other items.

3 CHANGE ORDER REQUESTS, CHANGE ORDERS, AND CONTEMPLATED CHANGE ORDERS

- .1 Shall be in accordance with the provisions contained in the front-end Contract documents.

4 LENGTH, AREA, AND VOLUME MEASUREMENTS

- .1 Unless otherwise specified, measurements will be made horizontally and/or vertically. Measurements will be to the neat lines indicated on the Drawings or as altered by the Consultant to suit field conditions or in accordance with approved Change Orders.
- .2 Scour protection volumes noted on the Drawings, or otherwise provided, are estimates. Volume of the installation of scour protection, shall be based on Contractor supplied survey information. Surveys shall be the existing profile and final profiles.
- .3 Contractor shall verify quantities to its satisfaction prior to ordering materials.
- .4 Volumes used for payment purposes shall be quantified by the Contractor, via Consultant accepted bathymetric and topographic survey means, and reviewed and approved by the Consultant.
- .5 Actual linear lengths for payment purposes shall be quantified by the Contractor and reviewed and approved by the Consultant.

5 DESCRIPTION OF ITEMS IN SCHEDULE OF QUANTITIES AND PRICES

- .1 The unit prices stated in the Schedule of Quantities and Prices shall be full compensation for furnishing all labour, materials, and equipment required to complete the scope of Work in accordance with the Specifications.
- .2 The unit rates in the Contract shall be used to measure any changes made between the tender Specifications/Drawings and construction Specifications/Drawings and any field changes instructions for quantities, dimensions, weights, and gradations that are changed, added, or deleted as a result of the progress of design.
- .3 The unit rates in the Contract shall be used to measure any changes in the limit of construction at either the eastern or western construction limits.

- .4 General:
 - .1 "Mobilize" shall include mobilizing all equipment and provision of all construction facilities and controls required for the Work and bonds and insurance. Payment will be made as a lump sum.
 - .2 "Demobilize" shall include removal of all construction equipment and facilities, and cleaning up the Site of all Contractor's debris to the satisfaction of the Consultant. Payment will be made as a lump sum.
- .5 Construction Survey's:
 - .1 Construction Surveys shall be carried out using surveying technologies and techniques approved by the Owner and Consultant. The Contractor shall provide, as part of its submittals, the proposed surveying equipment and procedures. At a minimum, the Contractor shall perform multibeam surveys for below high water, matched with transects for areas above high-water.
 - .1 "Construction Survey A – Existing Shoreline" shall be paid per linear metre and includes detailed bathymetric and topographic surveys prior to commencing work. Contractor is responsible for plotting its own cross sections at a minimum 5 metre spacing to confirm thickness requirements are being met. Survey shall also include a utility/drainage locate survey along the entire length of shoreline to identify any existing utilities that will need to be protected during the Works.
 - .2 "Construction Survey B – Post-Scour Protection Installation" shall be paid per linear metre and includes detailed bathymetric and topographic after the installation of Scour Protection or portions of scour protection installation. Contractor is responsible for plotting its own cross sections at a minimum 5 metre spacing to confirm thickness requirements are being met.
- .6 Scour Protection:
 - .1 "Scour Protection" will be measured and paid on a per cubic metre basis for the supply and final placement of scour protection.

*** END OF SECTION ***

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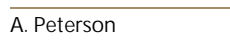

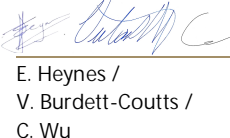

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1 GENERAL

1.1 General

- .1 This section of the Specifications forms part of the overall Specification document and shall be carried out in accordance with the terms of the Contract between the Owner and the Contractor.
- .2 Determine and comply with all environmental protection requirements necessary to carry out the specified Work.
- .3 Contractors are expected to be aware of the typical environmental conditions imposed on the Contractor. These generally consist of, but are not limited to, containment and disposal of demolition debris, seawater turbidity limits, and taking appropriate measures to avoid the harmful alteration, disruption or destruction of fish habitat or the death of fish.
- .4 Refer to Section 01 41 00 - Regulatory Requirements for additional regulatory requirements outside or in compliment of those noted in the following text.

1.2 Contractor Submittals

- .1 The Contractor shall submit a Construction Methodology document outlining its method of construction, and detailing procedures that comply with the Construction Environment Management Plan (CEMP) included as part of the Contract. The Construction Methodology document shall note each Work item and provide means of mitigating environmental related construction concerns. The Construction Methodology document shall be submitted to the Consultant and Owner for review and written approval prior to commencement of construction activities.

1.3 Fires

- .1 Fires of any type are not permitted.

1.4 Disposal of Wastes

- .1 Dispose of all rubbish, wastes, and demolished materials at an approved waste facility.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil, or paint thinner into watercourses, storm, or sanitary sewers.

1.5 Drainage

- .1 Not Applicable

1.6 Pollution Control

- .1 Control emissions from equipment (air borne or otherwise) to local authority's emission requirements and guidelines.

1.7 Environmental Approval

- .1 The Owner or its agents has submitted and/or will submit applications to Fisheries and Oceans Canada (DFO) for environmental approval. The Contractor shall complete the Work in accordance with the requirements of the Owner, DFO, Environment and Climate Change Canada (ECCC), Transport Canada (TC) and BC Ministry of Forests, Lands and Natural Resources Operations and Rural Development (FLNRORD). The Owner shall provide the DFO Letter of Advice (LoA), the FLNRORD Water Sustainability Act (WSA) Change Approval No. 2008203 with subsequent approved amendments, and associated stipulations prior to the commencement of the Works. The Contractor shall maintain hardcopies of all required permits and approvals on site during the Works.
- .2 Concerns by the Owner, DFO, ECCC, TC, and FLNRORD include, but are not necessarily limited to, the preservation of water quality and fish habitat (i.e., seabed); and the preservation of air quality due to equipment exhaust and noise. Specifically, restrictions will be imposed to confirm compliance with CCME turbidity compliance thresholds or any other contaminant of concern that may enter a water body during the Works. The harmful alteration, disruption, and/or destruction of fish habitat shall not exceed the total area that is indicated on the Drawings with respect to the seafloor. All barges or other vessels used during construction are not permitted to ground on the seabed or disturb the seabed as a result of vessel propeller wash. Vertical spuds may be used to hold barges in place but not to manoeuvre the barge as this could cause scaring of the seabed through dragging or twisting of the spuds. The Contractor shall take the necessary precautions to maintaining the adjacent seawater quality within limits acceptable to the regulatory agencies.
- .3 It has been determined that a Fisheries Act Authorization (FAA) is not required as there will be no residual effects to fish or fish habitat. The primary concern for potential HADD was due to the footprint of the scour protection. The contractor must notify the Owner if the footprint is expected to be larger than what is proposed on the Drawings contained in the Contract.

*** END OF SECTION ***

This Specification represents work done by Advisian performed to recognized engineering principles and practices. The work is based upon the project scope and design information as described herein and as provided by Advisian's contractual client, City of New Westminster (the "Client"). This Specification has been prepared solely for the Client. The extent of any warranty or guarantee of this Specification or the information contained therein in favour of the Client is limited to the warranty or guarantee, if any, contained in the contract between the Client and Advisian. Any other users of this Specification do so entirely at their own risk and neither Advisian, its subconsultants, Advisian's Client nor their respective employees assume any liability for any reason, including, but not limited to, negligence, for any information or representation herein.

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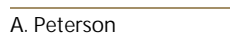

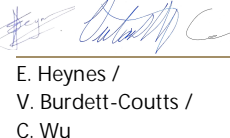

Rev	Description	Author	Review	Advisian approval	Revision date
A	Issued for Customer Review	 A. Peterson	 E. Heynes / V. Burdett-Coutts / C. Wu	 A. Peterson	24-Sep-21
B	Issued for Tender	 A. Peterson	 E. Heynes / V. Burdett-Coutts / C. Wu	 A. Peterson / H. Ambrose	05-Nov-21

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1 GENERAL

1.1 Summary

- .1 This section of the Specifications forms part of the Contract Documents and is to be read, interpreted, and coordinated with the Contract.
- .2 Wherever the Drawings and Specifications refer to codes or standards, the Work must be performed in accordance with the latest published edition at the date of submission of the bid unless otherwise stated in the plans and Specifications.
- .3 All materials, labour, plant, services, and workmanship delivered or performed must meet or exceed the applicable code or standard described in the Drawings and Specifications.
- .4 Refer to Section 01 35 43 - Environmental Procedures for additional environmental procedures outside or in compliment of those noted in this section.

1.2 Related Sections

- .1 Section 01 35 43 Environmental Procedures
- .2 Construction Environment Management Plan (CEMP)

2 CODES

- .1 All Work must be executed in accordance with the Contract including all applicable codes, laws, and regulations of the national, provincial and municipal building, plumbing and electrical codes, and other regulations pertinent to Place of the Work.
- .2 Unless the Drawings and Specifications otherwise provide, give all requisite notices in connection with the Work to the proper authorities necessary for the construction and completion of the Work, and deliver to the Owner all certificates for any part of the Work for which such certificates may be required in connection with the Contract.
- .3 In the event of a conflict between codes, standards, or other regulations, the Consultant shall determine which code, standard, or regulation shall govern, and that determination shall be conclusive and binding.

3 ANTIQUITIES

- .1 The Owner may implement archaeology monitors if there are expectations for archaeological impacts to occur.

- .2 Take reasonable precautions to prevent workers or persons from removing or damaging any fossils, coins, articles of value or antiquities, and structural and other remains or relics of geological or archaeological interest discovered on or in the area of the Site of the Work.

4 TRADEMARKS AND LABELS

- .1 Keep intact all trademarks and labels as required by authorities having jurisdiction to enable identification of materials and equipment.

5 PERMITS

- .1 Comply with all requirements stated in the permits and the regulatory approvals obtained for the Work, whether provided by the Owner, Regulatory Bodies or Contractor. Owner supplied permits shall be furnished to Contractor upon award, or as provided by applicable agency.
- .2 The Contractor shall adhere to the Owner operating requirements and constraints with respect to noise, this includes but is not limited to, noise levels and timing of Works. If the Contractor is required to deviate from its planned procedures to comply with requirements, any such deviation shall be undertaken at no cost to the Owner.

6 REGULATORY REQUIREMENTS

- .1 The following information provides a summary of the legislation, guidelines, and best management practices that the regulatory authorities have identified during the environmental review and that are applicable to the marine construction activities associated with the Work. This summary is provided for Contractor convenience and does not provide a full account of all applicable legislation, regulations, guidelines, and best management practices:
 - .1 All Work associated with the proposed project must comply with requirements of the federal Fisheries Act, provincial Water Sustainability Act, and all applicable legislation, regulations, guidelines, and best management practices contained therein.
 - .2 Section 35 (1) of the Fisheries Act, administered by Fisheries and Oceans Canada (DFO), states "No person shall carry on any work, undertaking or activity that results in harmful alteration, disruption or destruction (HADD) of fish habitat".

- .3 Section 36 (3) of the Fisheries Act, administered by Environment and Climate Change Canada (ECCC), prohibits the discharge of deleterious substances to waters frequented by fish. The Contractor must ensure that, at all times during the construction of the Works, deleterious substances are prevented from discharging into fish-bearing waters or any tributaries, including storm sewers. Due diligence is required at all times to prevent such discharges and adherence to the provisions in the environmental assessment document and regulatory authorities' guidelines does not relieve the Contractor of ongoing responsibilities in this regard.
- .4 The Contractor shall ensure that sediment or sediment laden waters or other deleterious substances that would result in relevant Canadian Council of Ministers of the Environment (CCME) exceedances are not allowed to enter the aquatic environment during the Work. Work should be conducted in accordance with available best management practices and in compliance with Section 36 of the Fisheries Act. Sediment barriers or sediment traps shall be implemented to prevent direct sediment discharges to storm drains or the marine environment. Any hydrocarbon spills shall be cleaned up immediately to reduce the potential of storm water contamination and discharge to the marine environment.
- .5 Section 11 defines compliance for "Changes in and about a Stream" of the Water Sustainability Act (WSA), administered by the BC's Ministry of Forests, Lands and Natural Resources Operations and Rural Development (FLNRORD).
- .6 All Work and activities at the Site shall be carried out such that there is no discharge, either direct or indirect, of construction waste, excavation waste, overburden, soil, de-watering effluent, oil, grease or any substances deleterious to fish or aquatic life onto the bank of or into the waters of any watercourse.
- .7 An appropriate spill prevention, containment, and clean-up contingency plan for hydrocarbons (i.e. fuel, oil, hydraulic fluid) and other deleterious substances shall be put in place prior to Work commencing, and appropriate spill containment and clean-up supplies shall be kept available on-Site whenever the Works are occurring. Further, all Contractor personnel shall be familiar with implementing the spill contingency plan and the deployment of spill response materials.
- .8 Any fuel handling or storage shall comply with the CCME Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum Products and Allied Petroleum Products (2003) and the project CEMP. Note that conformance with the CCME Environmental Codes of Practice requires more than just secondary containment and that these standards apply to all "temporary" fuelling facilities.

- .9 All land-based equipment or machinery used on-Site shall be in good repair and free of excess oil and grease. Any fuelling or maintenance of such equipment shall occur on the upland well away from the foreshore.
- .10 Construction and excavation wastes, overburden, rock, fill, soil, or other substances deleterious to fish or aquatic life shall be placed and/or stored in such a manner as to prevent their entry into watercourses. Any material stockpiled at the Site shall be covered with polyethylene and surrounded with silt fencing if the potential exists for erosion and/or the release of soil, soil laden water, sediment, or sediment-laden water into any watercourse.
- .11 All debris and other deleterious substances generated with the Work shall be appropriately contained in the immediate work area, collected, and appropriately disposed of in accordance with all applicable legislation, guidelines, and best management practices.
- .12 Excessive air emissions from vehicles, equipment and processes in the form of particulate, volatile or odorous hydrocarbons, shall be below levels acceptable to regulators and the community. In particular, any potential batch plant emissions and painting emissions leaving the Site perimeter shall be below acceptable levels.
- .13 No tidal grounding of floating equipment shall be permitted.
- .14 No un-serviced float homes or live-aboard vessels shall be moored at the terminal. The Contractor shall be responsible for ensuring that no discharge of raw or treated sewage to the marine environment occurs from vessels moored at the terminal. Sewage disposal from ships shall adhere to the Pleasure Craft Sewage Pollution Prevention Regulations and the Non-Pleasure Craft Sewage Pollution Prevention Regulations.

7 ENVIRONMENTAL MONITORING

- .1 An Environmental Monitor (EM) shall be provided by the Owner and be on-Site to confirm adequate best management practices and mitigation measures are implemented by the Contractor during construction. The EM will conduct water quality monitoring during construction, liaison with regulatory authorities, and consultation with the Contractor and Owner. The EM has the authority to stop the Contractor's Work if harm to fish or fish habitat is imminent or if adequate mitigation measures are not being implemented by the Contractor to protect fish and fish habitat.

- .2 The EM will confirm construction activities are carried out in compliance with the Project CEMP and with the permit requirements of the Owner and the Letter of Advice (LoA) from DFO and the WSA Change Approval No. 2008203 and subsequent approved amendments provided by FLNRORD. In particular Project activities are being conducted as per Condition r) Effectiveness Monitoring Program. As per the condition, the province will be notified prior to conducting activities under the Effectiveness Monitoring Program.
- .3 The EM and the Contractor will establish a communication protocol to confirm appropriate times for the EM to be onsite to monitor 'during critical work periods'.
- .4 An environmental monitoring protocol shall be implemented for water quality monitoring during construction by the EM Potential impacts to fish may result from induced turbidity and suspended sediments from in-water construction activities. Preventative measures, such as timing of construction activities to occur within DFO's least risk work window (Area 29, Steveston/Surrey – Fraser River Estuary Oak Street Bridge/George Massey Tunnel to Mission Bridge: June 16 to February 28) must be complied with by the contractor. If necessary (e.g., water quality exceedances) the Contractor will be able to install a silt curtain when and where appropriate, to minimize and prevent potential adverse effects.
- .5 If monitoring test results are found to be unacceptable, construction activities shall be modified, and corrective actions taken by the Contractor such that no unacceptable negative impacts resulting from construction activities occur outside of the contained Work area. The Contractor shall provide the EM a corrective plan for review and approval prior to proceeding with the Works that caused the unacceptable test results. Examples of corrective actions include: adjusting construction activities until turbidity measured in the water column returns to acceptable conditions and checking the integrity of silt curtains or other containment barriers in use and re-adjusting or reinforcing as necessary. No "backsliding" in the level of turbidity generated during marine construction Work, nor will intentional increases in construction activity which temporarily exceed turbidity criteria be tolerated.

*** END OF SECTION ***