



# NEW WESTMINSTER

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**CONTRACT No. NWIT-23-20**

## **2023 New Westminster Esplanade Reconstruction**

**Updated Supplementary General Conditions**

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INVITATION TO TENDER

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

**Contract: 2023 New Westminster Esplanade Reconstruction**

**Reference No: NWIT-23-20**

**The Owner invites tenders for:**

The reconstruction of timber elements of the New Westminster Esplanade. This repurposed timber structure has had several repairs in the past to allow visitors and maintenance vehicles to use the Esplanade. Repairs included in this tender include the following:

- Pile Cap Replacement
- Cross Bracing Replacement
- Stringer Replacement
- Pile Posting
- Local modifications and reinforcement of timber elements
- Sinkhole repair behind backwall

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

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

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

Tenders are scheduled to close at:

**Tender Closing Date: Thursday, November 30, 2023**

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

**Tenders to be submitted** by email to [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca) with Subject "NWIT-23-20 2023 New Westminister Esplanade Reconstruction". The City reserves the right to ask any Tenderer to forward a hard copy of the tender and bond after Tender Closing.

A tender shall be accompanied by Bid Security in the amount of ten percent (10%) of the Tender Price payable to the Corporation of the City of New Westminister. The successful tenderer will be required to provide a Performance and Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Tender Price. An Agreement of Surety to bond shall accompany the tender submitted.

Enquiries regarding this tender may be directed to:

**Heather Rossi, Procurement Specialist**

City of New Westminister

[nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)

The lowest or any Tender may not necessarily be accepted and the City will not be responsible for any cost incurred by the Tenderer in preparing the Tender. Tender award will be contingent on budget approval from the City of New Westminister Council.

# **INSTRUCTIONS TO TENDERERS**

Instructions to Tenderers, Part I

## INSTRUCTIONS TO TENDERERS – PART 1

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(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:** 2023 New Westminster Esplanade Reconstruction

**Reference No:** NWIT-23-20

- 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:
- Reconstruction of various timber elements of the 715 metre long New Westminster Esplanade. The repairs include:
- Pile Cap Replacement
  - Cross Bracing Replacement
  - Stringer Replacement
  - Pile Posting
  - Local modifications and reinforcement of timber elements
- The project is located on the bank of the Fraser River west of the New Westminster Quay. Refer to Supplementary Plan Drawings # SSD-01 to SSD-06 for detailed project scope
- 1.2 Direct all inquiries regarding the *Contract*, to:
- Heather Rossi, Procurement Specialist  
 City of New Westminister  
 511 Royal Ave, New Westminister, BC, V3L 1H9  
 email: [nwpurchasing@newwestcity.ca](mailto: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, November 30, 2023**
- Address: **Email to: [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)** with Subject "NWIT-23-20 2023 New Westminster Esplanade Reconstruction".
- 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 Award* 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 \$24.08 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](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 Emission Regulation Bylaw No. 1329, 2021 (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](http://www.metrovancouver.org/nonroaddiesel)

**12.0 Tree Protection**

**12.1 IT 23.0 (add clause 23.0 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.

**13.0 Sanctuary City**

**13.1 IT 24.0 (add clause 24.0 as follows)**

The City is a Sanctuary City; the contractor shall comply with the Sanctuary City Policy, which can be found on the City's website. <https://www.newwestcity.ca/sanctuary-city-policy>

# 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

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**FORM OF TENDER**


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

**Contract: 2023 New Westminster Esplanade Reconstruction**

**Reference No: NWIT-23-20**

**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:

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**(Addenda, if any)**

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

**2 ACCORDINGLY WE HEREBY OFFER**

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve Substantial Performance of the Work on or before **ninety (90) days** from the *Notice to Proceed*; and
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

**3 WE CONFIRM:**

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

**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

Tenderer's Initials \_\_\_\_\_

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

## 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

Tenderer’s Initials \_\_\_\_\_

- 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:**

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Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail:: \_\_\_\_\_

Attention: \_\_\_\_\_

This Tender is executed this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

*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.)

<b>Item</b>	<b>Ref.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price (\$)</b>	<b>Amount (\$)</b>
1.1	MMCD	Mobilization/Demobilization	LS	1	\$	\$
1.2	SSP 4	Pedestrian Traffic Control	LS	1	\$	\$
1.3	SSP 5	Demolition and Disposal	LS	1	\$	\$
1.4	SSP 6	Pile Cap Replacement (12" x 15.5" x 12ft) – Furnish and Install	EA	16	\$	\$
1.5	SSP 6	Pile Cap Replacement (12" x 32.5" x 12ft) – Furnish and Install	EA	1	\$	\$
1.6	SSP 6	Pile Cap Replacement (12" x 46.5" x 12ft) – Furnish and Install	EA	1	\$	\$
1.7	SSP 6	Pile Cap Replacement (14.25" x 24" x 12ft) – Furnish and Install	EA	1	\$	\$
1.8	SSP 6	Pile Cap Replacement (12" x 16.5" x 12ft) – Furnish and Install	EA	1	\$	\$
1.9	SSP 6	Pile Cap Replacement (12" x 15.75" x 12ft) – Furnish and Install	EA	1	\$	\$
1.10	SSP 6	Pile Cap Replacement (12" x 25" x 12ft) – Furnish and Install	EA	1	\$	\$
1.11	SSP 6	Pile Cap Shimming	EA	2	\$	\$
1.12	SSP 6	Pile Posting	EA	1	\$	\$
1.13	SSP 7	Pile Banding	EA	5	\$	\$
1.14	SSP 6	Cross Bracing (2 pieces) – Install	EA	7	\$	\$
1.15	SSP 9	Sinkhole Repair	LS	1	\$	\$
1.16	SSP 5	Driftwood Removal	EA	7	\$	\$
1.17	SSP 5	Remove Vegetation	EA	2	\$	\$
<b>Tender Price to be carried over to Summary Sheet</b>					\$	

Tenderer's Initials \_\_\_\_\_

**FORM OF TENDER – Appendix 1**

**SCHEDULE OF QUANTITIES AND PRICES**

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

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

**TENDER SUMMARY**

ITEM	DESCRIPTION	TOTAL AMOUNT
1.0	Esplanade Rehabilitation	\$
	TENDERED PRICE	\$
	5% GST	\$
	<b>TOTAL TENDERED PRICE</b>	<b>\$</b>

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)											
	2	4	6	8	10	12	14	16	18			

Tenderer's Initials \_\_\_\_\_

**FORM OF TENDER – Appendix 3**

**EXPERIENCE OF SUPERINTENDENT**

(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)  
Include name and contact information for references

Name: \_\_\_\_\_ Years' Experience: \_\_\_\_\_

Experience:

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

References: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

References: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

References: \_\_\_\_\_

Tenderer's Initials \_\_\_\_\_

**FORM OF TENDER – Appendix 4**

**COMPARABLE WORK EXPERIENCE**

(See paragraph 5.3.4 of the Instructions to Tenderers - Part II and paragraph 4.1 of the Instructions to Tenderer – Part I – add additional pages as necessary)

Company / Owner's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

Company / Owner's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

Company / Owner's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Project Date: \_\_\_\_\_ Approximate Value: \_\_\_\_\_

Tenderer's Initials \_\_\_\_\_

**FORM OF TENDER – Appendix 5**

**LIST OF SUBCONTRACTORS**

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

TENDER ITEM	% OF SCOPE ITEMS	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initials \_\_\_\_\_

**FORM OF TENDER – Appendix 6**

**FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

(See paragraph 4.2 – 5.3.6 of the Instructions to Tenderers - Part I)

<b>Labour and Equipment Classification</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Superintendent	\$ /hour	\$ /hour
Construction Safety Officer	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
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	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour

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 \_\_\_\_\_ 2023

*Contract:* **2023 New Westminster Esplanade Reconstruction**

Reference No. **NWIT-23-20**

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:**

- |  |   |
|--|---|
| <b>Article 1<br/>The Work Start /<br/>Completion Dates</b> | <p>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>.</p> <p>1.2 The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i>. The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> on or before <b>ninety (90) days</b> from the <i>Notice to Proceed</i>, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i>.</p> <p>1.3 Time shall be of the essence of the <i>Contract</i>.</p> |
|--|---|



**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*:

**Contractor Name  
Contractor Address**

Email:  
Attention:

The *Contract Administrator*:

**Parsons Inc.  
2200 – 4710 Kingsway  
Burnaby, BC, V5H 4M2**

Email:  
Attention

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

- 6.3 The *Owner* or the *Contractor*, at any time, may change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

**Article 7  
General**

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

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

*Contractor:*

Contractor Name

\_\_\_\_\_  
(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, including all Platinum Supplemental Updates published by MMCD up to and including 2022-04-07. 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\*;

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\*;

BC Ministry of Transportation and Infrastructure – 2020 Standard Specifications for Highway Construction

The following Addenda:

The following Enquiries and Responses:

**Schedule 2**  
**List of Contract Drawings**

<b>TITLE</b>	<b>DRAWING NO.</b>	<b>REVISION NO.</b>	<b>REVISION DATE</b>
Cover	1	A	2023-10-26
General Notes	2	A	2023-10-26
Esplanade Bents 0-90 - Plan	3	A	2023-10-26
Esplanade Bents 91-169 - Plan	4	A	2023-10-26
Summary of Repair Work	5	A	2023-10-26
Repair Details	6	A	2023-10-26
Sinkhole Remediation Detail	7	A	2023-10-26

**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-23-20 2023 New Westminster Esplanade Reconstruction** (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 the Esplanade Reconstruction 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-23-20 2023 New Westminster Esplanade Reconstruction;
- (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

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**SUPPLEMENTARY GENERAL CONDITIONS**


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## SUPPLEMENTARY GENERAL CONDITIONS

(TO BE READ WITH "GENERAL CONDITIONS" CONTAINED IN THE PLATINUM EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN "INSTRUCTIONS TO TENDERERS" IT - 2.2)

### DEFINITIONS

1

- 1.79 ***"(amend clause X.XX as follows)"*** preceding a supplementary clause means this clause modifies or provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents Platinum Edition, Volume II.
- 1.80 ***"(add new clause X.XX as follows)"*** preceding a supplementary clause means this clause provides additional requirements or information not found in the Master Municipal Construction Documents Platinum Edition, Volume II.
- 1.81 ***"(delete clause X.XX and replace as follows)"*** preceding a supplementary clause means this clause replaces the referenced clause in the Master Municipal Construction Documents Platinum Edition, Volume II in its entirety.

### CONTRACTOR Control of Work

4

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

### Protection of Work, Property and the Public

4.3

- 4.3.1 ***(Delete the following from the last sentence of G.C.4.3.1 as follows)***  
... except for damage, which, in the Performance of the Work, the *Contractor* could not reasonably avoid.
- 4.3.4 ***(amend clause 4.3.4 as follows)***  
(1) 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.

- (2) 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*. The *Contractor* shall schedule the performance of the *Work* between the hours of 0700 and 1900 hours Monday to Friday. No *Work* will be permitted Saturday, Sunday, or Statutory Holidays, or at times outside the hours noted above except by special permission of the *Owner*.

### 4.6.9 *(add new clause 4.6.9 as follows)*

The *Contractor* shall not schedule work that will require inspection beyond an eight-hour day without the *Contract Administrator's* prior approval. Any extra cost incurred by the *Owner* for work done outside of normal office hours may be deducted from the *Contractor's* monthly payments.

### 4.6.10 *(add new clause 4.6.10 as follows)*

On the infrequent occasion that the *Contractor* finds it necessary to work on Saturday, Sunday or Statutory Holiday, the *Contractor* shall obtain the *Contract Administrator's* approval forty-eight (48) hours in advance. Work on Sundays or Statutory Holidays will also require the City's approval, with a minimum two weeks' notice. The *Contractor* shall also be charged a working day and may be charged the overtime inspection costs incurred by

the *Owner*. Such costs shall be deducted from monthly progress payments.

**Survey Layout and  
As-Constructed  
Information**

- 4.17 4.17.1 (*add new clause 4.17.1 as follows*)  
The *Contractor* is responsible for all survey required for construction layout and for record drawings associated with this contract. The *Contractor* shall be responsible for recording of all field survey information pertaining to the as-constructed drawings. The *Contractor* shall provide, at no charge, a completed set of legible, marked-up as-constructed prints to the *Contract Administrator* on completion of the *Work*. The *Contractor* shall provide any additional information as requested to enable the *Contract Administrator* to prepare and submit as-constructed record drawings to the Municipality or the *Owner* for their records.

**City Industrial Health and  
Safety Program**

- 4.18 4.18.1 (*add new clause 4.18.1 as follows*)  
4.18.1 All *Contractors* working for the City of New Westminster are required to be aware of the City's Industrial Health and Safety Program. It is the *Contractor's* responsibility to perform the job in compliance with the City's safety standards. The *Contractor* is responsible for the compliance of all employees for whom he is primarily responsible, with all WorkSafeBC Industrial Health and Safety Regulations, as well as all other applicable Regulations.

**VALUATION OF  
CHANGES AND EXTRA  
WORK**

9

**Valuation Method**

- 9.2.1 9.2.1.1 (*add to clause*)  
; subject to final approval of available funding by the *Owner*.

**Quantity Variations**

9.4

- 9.4.1 (*delete clause 9.4.1 and replace as follows*)  
The *Contractor* shall hold firm all unit prices submitted in the *Schedule of Quantities and Prices* regardless of the increase or decrease in quantities.

**DELAYS**

13

**Delay by Owner or  
Contract Administrator**

- 13.1 13.1.2 (*add clause 13.1.2 as follows*)  
The *Owner* or *Contract Administrator* will not be liable for claims of delay caused by BC Hydro, TELUS, Fortis BC, Metro Vancouver, telecommunication companies, *Owner's* forces, or other utility corporations arising out of or connected to the *Work*.

**Unavoidable Delay**

13.3.1

- 13.3.1 (*add to clause*)  
After *Abnormal Weather* add "Global Pandemic,"

<b>Unforeseeable Market Conditions</b>	13.4.1	<b>Delete 13.4.1 entirely</b>
<b>PAYMENT</b>	<b>18</b>	
<b>Supporting Documentation</b>	18.2.2	<p>18.2.2 <b>(amend clause 18.2.2 as follows)</b>                      If requested in writing by the <i>Owner</i>, the <i>Contractor</i> shall, as a precondition to the issuance of the <i>Payment Certificate</i>, provide a sworn declaration in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration to the <i>Contract Administrator</i> that all amounts relating to the <i>Work</i>, due and owing as of the end of the month covered by the <i>Payment Certificate</i> to third parties including all subcontractors and suppliers, have been paid.</p>
	18.2.3	<p>18.2.3 <b>(add clause 18.2.3 as follows)</b>                      The <i>Owner</i> retains the right to obtain proof of payment, in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the <i>Contractor</i> prior to making final payment.</p>
<b>WORKERS COMPENSATION REGULATIONS</b>	21	
<b>Contractor is “Prime Contractor”</b>	21.2.1	<b>Delete “Substantial Performance” and Replace with “Total Performance”</b>
<b>INSURANCE</b>	<b>24</b>	
<b>Required Insurance</b>	24.1	<p>24.1 <b>(amend 24.1 as follows)</b>                      24.1.1 (1) Limits: \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.</p> <p>24.1.1(2) <b>(add to 24.1.1(2) as follows)</b>                      The following shall be named as additional insured on the Contract:</p> <ul style="list-style-type: none"> <li>• Corporation of the City of New Westminster</li> <li>• ..... (Full name of Contract Administrator)</li> <li>• ..... (Full name of Contract Administrator sub consultant)</li> <li>• ..... (Full name of Contract Administrator sub consultant)</li> </ul>

- .....  
(Full name of Contract Administrator sub consultant)

**24.1.7 (add new 24.1.7 as follows)**

If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Contract Administrator*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is, or may become due 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

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**City of New Westminster Supplementary Specifications and Detail Drawings can be obtained in the Subdivision and Development Control Bylaw at this [link](#)**

## SUPPLEMENTARY SPECIFICATIONS

Name	Number	Supplementary Specification
<b>Contract Time</b>	SSP 1	The Work under this Contract shall be completed no later than ninety (90) Days from the Date of Commencement, as given in the Notice to Proceed unless authorized by the Owner. The Contractor shall submit details of the proposed schedule and work methods to the City prior to commencing work.
<b>General Requirements</b>	SSP 2	<p><b>.1 DAMAGE, BARRICADES, EXISTING SERVICES, ETC.</b>  In the event of damage to, or if certain portions of utilities or services require repairs or alterations, the Contractor shall contact owners of the utilities or services and advise that work is required, the location of work, and request that such work be carried out. The Contractor shall not carry out any such repair work with its own forces.</p> <p>The owner of the utilities or services will carry out any alterations that are required to be done at its own expense.</p> <p>The Contractor shall in no way restrict the activities of the owners of the utilities and services when repairs or alterations are being carried out.</p> <p><b>.2 SITE CLEAN-UP</b>  The Contractor shall clean the site in accordance with GC 4.1.3. If the Contractor vacates any part of the site as being no longer required for the purposes of constructing the Work, then, if the Contract Administrator so orders, such part of the site shall be cleaned up in accordance with GC 4.1.3 in advance of cleaning up other portions of the site that are still occupied by the Contractor.</p> <p><b>.3 ATTENDANCE</b>  The Contractor shall provide, at its own expense, any competent labour required by the Contract Administrator, or the Contract Administrator's field representatives, in connection with the measurement, checking, inspection and testing of the Work. This labour shall be made available upon request during normal working hours. For restrictions regarding hours of work, see Section .5 of this Specification.</p>

Name	Number	Supplementary Specification						
		<p><b>.4 NOISE CONTROL</b>                      The Contractor shall work in compliance with the New Westminster Noise Control Bylaw. The Contractor shall provide adequate means of controlling noise on the project.</p> <p><b>.5 HOURS OF WORK</b>                      The Contractor shall schedule the performance of the Work between the hours of 0700 and 1900 hours, Monday through Friday. No work will be permitted on Saturdays, Sundays or Statutory Holidays or at times outside the hours noted above except by special permission of the Owner.</p> <p>City employees will perform the functions required by the Contract during City working hours, Monday through Friday, 0800 hours to 1600 hours. The Contract Administrator and staff will perform duties for a maximum of 8 hours during each day.</p> <p>If the Contractor schedules work outside these hours, the Contractor will be required to pay for the City employees and the Contractor Administrator and employees in accordance with City rates of overtime where applicable. The cost involved will be deducted from payments made to the Contractor. City crews will not be reduced from their normal size in overtime hours.</p> <p>For the purposes of calculating the value of the monies which will be deducted from payments to the Contractor for overtime hours worked by Engineers and Survey crew personnel, the following rates will apply:</p> <table data-bbox="688 1402 1370 1507"> <tr> <td>Municipal Engineering Representative</td> <td>\$165.00</td> </tr> <tr> <td>Municipal Labourer</td> <td>\$60.00</td> </tr> <tr> <td>Contractor Administrator</td> <td>\$200.00</td> </tr> </table> <p><b>.6 PRE-CONSTRUCTION INSPECTION</b>                      Prior to the start of construction and ordering of materials by the Contractor required to carry out the work, a pre-construction inspection shall take place. The pre-construction inspection shall be conducted jointly by the Contractor and the Engineering team. The Contractor shall provide access for the Engineers (up to 2 people) to all locations of the work along the Esplanade. The purpose of the pre-construction inspection is to identify the location of repairs so that the Contractor can confirm member sizes and quantities.</p>	Municipal Engineering Representative	\$165.00	Municipal Labourer	\$60.00	Contractor Administrator	\$200.00
Municipal Engineering Representative	\$165.00							
Municipal Labourer	\$60.00							
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Name	Number	Supplementary Specification
		<p>The Contractor shall bear all costs for providing access during the pre-construction survey. The pre-construction survey is anticipated to take a full working day.</p> <p>Following the pre-construction survey, the Contractor shall submit to the Engineer for review verification of dimensions and material quantities. Only after the review has been completed should the Contractor procure materials.</p>
<b>Interfering Services</b>	SSP 3	<p>.1 Contractor is responsible for the identification of all utilities that may be affected by the work.</p> <p>.2 The Contractor shall, at its own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.</p> <p>.3 When other utility structures are encountered, the Contractor shall provide support to the satisfaction of the Engineer to protect utilities from damage. The Contractor shall, at its own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk resulting from this operation.</p> <p>.4 It is the Contractor's responsibility, wherever necessary, to determine the location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the Contractor at its own expense shall make explorations and excavations for such purposes.</p> <p>.5 Where gas mains and/or service lines exist in the vicinity of the proposed work, the Contractor shall consult the officers of the gas company prior to commencing operations and arrange for a mutually agreeable procedure for their protection.</p> <p>.6 When existing poles conflict with the proposed works, the Contractor shall consult B.C. Hydro and TELUS prior to commencing operations and advise the Engineer with the works to be undertaken. Costs associated with pole holding / support are incidental to the work.</p>

Name	Number	Supplementary Specification
<b>Pedestrian Traffic Control &amp; Construction Staging</b>	SSP 4	<p>The Contractor shall be responsible for directing pedestrians and cyclists around construction areas in a safe manner at all times. Appropriate construction signs and fencing shall be used to designate the area under construction and the closed section of the esplanade boardwalk.</p> <p>The Contractor shall stage the reconstruction works systematically. A maximum of 10 consecutive bents may be closed at one time. Construction on adjacent areas shall not commence until the construction in the previous area has been completed and reopened unless otherwise approved by the Contractor Administrator.</p> <p>The Contractor shall submit a construction staging plan for approval prior to commencing work.</p>
<b>Demolition and Disposal</b>	SSP 5	<p>All demolished materials shall become the property of the Contractor and shall be removed from the Site. Disposal of all demolished materials shall be in accordance with MoT 2016 SSHC, Section 145.27.</p> <p>The Contractor may remove components of the boardwalk to gain access to repair areas upon approval from the Contractor Administrator. The Contractor shall be responsible for the care and protection of all components removed. Components shall be reinstalled to their original condition or better. Removal of any competent component of the boardwalk will be under the discretion of the Contractor and shall be incidental to the works where applicable.</p> <p>Any damage incurred in the execution of this contract to any part of the property or structure not specifically designated for demolition shall be repaired, replaced and/or reconstructed to its original condition or better at the Contractor's expense.</p> <p>The Contractor shall remove lodged driftwood as noted in the Drawings. Driftwood locations identified in the Drawings were determined in April 2022. Locations of driftwood may have changed and/or driftwood may no longer be present. Contractor shall provide pricing per EACH and the Contract value will be equitably adjusted to reflect current field conditions.</p>

Name	Number	Supplementary Specification
<b>Timber Construction</b>	SSP 6	<p>All timber construction and installations shall be in accordance with the MoT 2020 SSHC, Sections 213, 904, and 908.</p> <p>New timber components shall be Douglas Fir, No. 1 grade or better, unless otherwise noted in the Contract Documents or as approved by the Contractor Administrator. All dimensions (length, width, depth) of timber members shall be confirmed by the Contractor prior to procurement.</p> <p>Pile caps may be required to be oversized and ripped to the correct depth to fit the existing space. Pile caps that are wider than the existing pile cap may be used without modification. Multiple pieces of timber are expected to be used for pile caps depths greater than 16” as shown in Appendix 1 – SCHEDULE OF QUANTITIES AND PRICES. Minimum depth of any member used for the built-up pile caps shall be 8”. Contractor shall submit proposed combination of timber members to achieve final pile cap depth indicated prior to procurement of materials. Where possible, the Contractor shall match the depths of the existing pile cap assemblies.</p> <p>Payment for timber replacement and repairs shall be as noted in Appendix 1 - SCHEDULE OF QUANTITIES AND PRICES. Payment shall include any works required to install the timber member including, but not limited to, existing member removal (where applicable), hardware removal, shoring and/or false work, and installation of new hardware.</p>
<b>Steelworks</b>	SSP 7	<p>All steelworks shall be in accordance with BC MoT 2020 SSHC, Section 422. All permanent steelworks shall be hot-dip galvanized in accordance with BC MoT 2020 SSHC 422.36. All permanent bolts, nuts, and washers shall conform to ASTM A307.</p> <p>All hardware deemed reusable by the Contractor shall be inspected and approved by the Contractor Administrator. Payment for steelworks will be considered to be included in the bid price for the repair item for which they are required; no extra payment will be made unless noted otherwise in Appendix 1 – SCHEDULE OF QUANTITIES AND PRICES.</p>

<b>Name</b>	<b>Number</b>	<b>Supplementary Specification</b>
<b>Temporary Works</b>	SSP 8	The Contractor shall be responsible for the design, construction, and removal of all temporary works. Temporary works will be considered incidental to the works and no extra payment will be made.
<b>Excavating, Trenching and Backfilling</b>	SSP 9	All earthworks shall be in accordance with MMCD Section 31 23 01.