



# NEW WESTMINSTER

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**CONTRACT No. NWIT-24-01**

## **Retaining Wall Rehabilitation**

**Updated Instructions to Tenderers**

**Updated Supplementary General Conditions**

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INVITATION TO TENDER

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

**Contract: Retaining Wall Rehabilitation**

**Reference No: NWIT-24-01**

**The Owner invites tenders for:**

The rehabilitation of existing retaining walls at Spruce St, Columbia St, and Richmond St.

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

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

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

Tenders are scheduled to close at:

**Tender Closing Date: Wednesday, April 17, 2024**

**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-24-01 Retaining Wall Rehabilitation". 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

email: [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:** Retaining Wall Rehabilitation

**Reference No:** NWIT-24-01

- 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 rehabilitation of existing retaining walls at Spruce St, Columbia St, and Richmond St.
- Spruce St retaining wall rehabilitation involves EITHER installing soil nails through the existing retaining wall and installing new concrete fascia and drainage systems OR installing driven pipe pile in front of the existing retaining wall with new concrete fascia.
- Columbia St retaining wall rehabilitation involves removing existing stacked block retaining wall elements and installing soldier piles and concrete lagging panels. Additional work includes removing and replacing chainlink fence segments in-kind and installing a berm to divert water to the road instead down the face of the retaining wall.
- Richmond St retaining wall rehabilitation involves the use of installing soil nails through existing retaining walls and installing new concrete fascia and drainage systems. Richmond St rehabilitation is a provisional item within the Contract.
- 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)
- 1.3 **Deadline for Inquiries**  
 The deadline for submitting inquiries is **seven (7) days** before the Tender Closing Date. Any inquiries received after this time may not be answered

## 2.0 Tender Documents

- 2.1 The tender documents, which a tenderer should review to prepare a tender, consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”, and Schedule 3 “Prime Contractor Designation”.
- 2.2 Portions of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications, and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications, and Standard Detail Drawings”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

Copies of the Master Municipal Construction Document (Platinum Edition) can be obtained at:

Support Services Unlimited  
 #102 – 211 Columbia Street  
 Vancouver, BC, V6A 2R5  
 604 681-0295

- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness, and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete, or relevant.

## Addenda

- 2.4 Should addenda to the tender documents be required for any reason, it is the City’s intention not to issue addenda during a period three (3) days prior to the Tender Closing date and time.
- 2.5 All Addenda become part of the Contract Documents.
- 2.6 Failure to acknowledge any Addendum may result in the disqualification of the Tenderer.

- 3.0 Submission of Tenders**
- 3.1 Tenders must be submitted in electronic format, to the email address below and must be received on or before:
- Tender Closing Time: 3:00 pm (Local Time)**
- Tender Closing Date: Wednesday, April 17, 2024**
- Address: **Email to: [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)** with Subject **“NWIT-24-01 Retaining Wall Rehabilitation”**.
- 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 Additional Instructions to Tenderers Items 5 to 14**
- 5.0 Tender Requirements**
- 5.1 **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.”
- 5.2 **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.”
- 5.3 **IT 5.3 (amend clause 5.3 as follows)**  
**Add** “**5.3.7** Appendix 7 – Declaration – Living Wage Employer”
- 6.0 Amendment of Tenders**
- 6.1 **IT 12.1 (amend clause 12.1 as follows)**  
**Delete** “or fax,” from the first sentence.
- 7.0 Award**
- 7.1 **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.

**7.2 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.

**7.3 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.

**8.0 Prime Contractor Designation**

**8.1 IT 18.0 (add clause 18.0 as follows)**

Schedule 3 Prime Contractor Designation forms part of the Agreement.

**9.0 Freedom of Information**

**9.1 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.

**10.0 Living Wage Information**

**10.1 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 \$25.68 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.

**11.0 Good Neighbour Protocol**

**11.1 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.

**12.0 Non-Road Diesel Engine Emissions Regulation**

**12.1 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)

**13.0 Tree Protection**

**13.1 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.

**14.0 Sanctuary  
City**

**14.1 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: Retaining Wall Rehabilitation**

**Reference No: NWIT-24-01**

**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 **fifty-two (52) weeks** from the *Notice to Proceed*; and
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

**3 WE CONFIRM:**

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

**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 \_\_\_\_\_, 2024

*Contractor:*

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(full legal name of corporation, partnership or individual)

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**(Authorized Signatory)**

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**(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	Ref.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>1.0 Spruce Street Retaining Wall</b>						
1.1.0	MMCD	Mobilization & Demobilization	L.S.	1	\$	\$
1.2.1	SSP 1	Pedestrian Traffic Control	L.S.	1	\$	\$
1.2.2	SSP 2	Vehicular Traffic Control	L.S.	1	\$	\$
1.3.0	SSP 3	Demolition and Disposal	L.S.	1	\$	\$
1.4.1	SSP 4	Soil Nails	m	87	\$	\$
1.4.2	SSP 5	Shotcrete Fascia	m <sup>2</sup>	20	\$	\$
1.5.0	SSP 6	Drainage Mat	m	12	\$	\$
1.6.0	SSP 7	Shotcrete Fascia Test Panel	EA	1	\$	\$
<b>Tender Price</b> to be carried over to Summary Sheet					\$	

Item	Ref.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>A1</b>		<b>Alternate Price if required, Spruce Street Retaining Wall</b>				
A1.1.0	MMCD	Mobilization & Demobilization	L.S.	1	\$	\$
A1.2.1	SSP 1	Pedestrian Traffic Control	L.S.	1	\$	\$
A1.2.2	SSP 2	Vehicular Traffic Control	L.S.	1	\$	\$
A1.3.0	SSP 3	Demolition and Disposal	L.S.	1	\$	\$
A1.4.1	SSP 9	Pipe Piles	EA	20	\$	\$
A1.4.2	SSP 10	Shotcrete Fascia	m <sup>2</sup>	20	\$	\$
A1.5.0	SSP 11	Shotcrete Fascia Test Panel	EA	1	\$	\$
A1.6.0	SSP 12	Drainage Mat & Weep Holes	m	30	\$	\$
<b>Alternate Price</b> , if required, to be carried over to Summary Sheet					\$	

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



Item	Ref.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
2.0		Columbia Street - Retaining Wall Rehabilitation				
2.1.0	MMCD	Mobilization & Demobilization	L.S.	1	\$	\$
2.2.1	SSP 1	Pedestrian Traffic Control	L.S.	1	\$	\$
2.2.2	SSP 2	Vehicular Traffic Control	L.S.	1	\$	\$
2.3.0	SSP 3	Demolition and Disposal	L.S.	1	\$	\$
2.4.1	SSP 9	Soldier Piles	EA	2	\$	\$
2.4.2	SSP 10	Concrete Panels	L.S.	1	\$	\$
2.5.0	SSP 11	Berm	L.S.	1	\$	\$
2.6.0	SSP 12	Fence	m	30	\$	\$
<b>Tender Price to be carried over to Summary Sheet</b>						\$

Item	Ref.	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
3.0		Richmond Street - Retaining Wall Rehabilitation				
3.1.0	MMCD	Mobilization & Demobilization	L.S.	1	\$	\$
3.2.1	SSP 1	Pedestrian Traffic Control	L.S.	1	\$	\$
3.2.2	SSP 2	Vehicular Traffic Control	L.S.	1	\$	\$
3.3.0	SSP 3	Demolition and Disposal	L.S.	1	\$	\$
3.4.1	SSP 4	Soil Nails	m	605	\$	\$
3.4.2	SSP 5	Shotcrete Fascia	m <sup>2</sup>	170	\$	\$
3.5.0	SSP 6	Drainage Mat	m	100	\$	\$
3.6.0	SSP 7	Shotcrete Fascia Test Panel	EA	1	\$	\$
<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	Spruce Street - Retaining Wall Rehabilitation	\$
2	Columbia Street - Retaining Wall Rehabilitation	\$
3	Richmond Street - Retaining Wall Rehabilitation	\$
		\$
	TENDERED PRICE	\$
	5% GST	\$
	<b>TOTAL TENDERED PRICE</b>	<b>\$</b>

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

**FORM OF TENDER – Appendix 1 - Alternate**

**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.)

**ALTERNATE PRICE**

1.1 Alternate Prices are **not** to be included in the Offer amount shown on Appendix 1 Summary (previous page).

1.2 Alternate Prices are to include all work as described in the drawings and specifications and associated work and costs necessary to complete the work as described. The Alternate Price work, shown as added or deducted from the Offer required above. Alternate Prices do not include GST.

ITEM	DESCRIPTION	TOTAL AMOUNT
A1	Spruce Street - Retaining Wall Rehabilitation – Alternate	
ALTERNATE PRICE		\$
5% GST		\$
<b>TOTAL ALTERNATE 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 (MONTHS)											
	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 5.1 of the Instructions to Tenderers – 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 6**

**FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

(See paragraph 5.2 – 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
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour
	\$ /hour	\$ /hour

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



**FORM OF TENDER – Appendix 7**

**DECLARATION – LIVING WAGE EMPLOYER**

(See paragraph 5.3 - 5.3.7 and paragraph 10.1 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 \_\_\_\_\_ 2024

*Contract:*   **Retaining Wall Rehabilitation**

Reference No.   **NWIT-24-01**

BETWEEN:

The     Corporation of the City of New Westminster  
           511 Royal Avenue  
           New Westminster, BC, V3L 1H9  
           (the “*Owner*”)

AND:

(the “*Contractor*”)

**The *Owner* and the *Contractor* agree as follows:**

- |  |     |   |
|--|-----|---|
| <b>Article 1</b>                         | 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> .   |
| <b>The Work Start / Completion Dates</b> | 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 fifty-two (52) weeks from the <i>Notice to Proceed</i> , subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . |
|  | 1.3 | Time shall be of the essence of the <i>Contract</i> .   |

**Article 2  
Contract Documents**

- 2.1 The “*Contract Documents*” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations, or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

**Article 3  
Contract Price**

- 3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

**Article 4  
Payment**

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 0% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

**Article 5  
Rights and Remedies**

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

**Article 6  
Notices**

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

**Corporation of the City of New Westminster  
511 Royal Avenue  
New Westminster, BC V3L 1H9**

Email:  
Attention:

The *Contractor*:

Email:  
Attention:

The *Contract Administrator*:

**Parsons Inc.  
Metrotower 1, Suite 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. 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**

<b>TITLE</b>	<b>DRAWING NO.</b>	<b>REVISION NO.</b>	<b>REVISION DATE</b>
Cover	S01	0	2024/02/15
General Notes – Soil Nail Walls	S02	0	2024/02/15
General Notes – Soldier Pile Walls	S03	0	2024/02/15
Spruce Street Plan and Profile (RW24)	S04	0	2024/02/15
Columbia Street Plan and Profile and Photos (RW13)	S05	0	2024/02/15
Richmond Street Plan and Profile (RW27)	S06	0	2024/02/15
Richmond Street Site Photos	S07	0	2024/02/15
Soil Nail Wall Sections and Details	S08	0	2024/02/15
Soldier Pile Wall Sections and Details	S09	0	2024/02/15
Alternate Bid – Pipe Pile Wall Sections and Details	S10	0	2024/02/15



**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-24-01 Retaining Wall Rehabilitation** (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 rehabilitation of retaining walls 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-24-01 Retaining Wall Rehabilitation;
- (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.

4.1.4 ***(add clause 4.1.4 as follows)***

The *Contractor* shall contain storage of material, equipment, and other facilities required to perform the *Works*, within designated areas agreed upon with the *Owner* in advance of commencing the *Works*. The *Contractor* shall consolidate materials, equipment, and facilities to minimize impact on access and street parking, to the satisfaction of the *Owner* and *Contract Administrator*.

Temporary storage of materials and stockpiles outside of the designated areas is limited to a maximum of 5 *Days*

### 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 and overhead 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 and overhead utilities for which they have records. The *Contractor* shall also locate in three dimensions any other utilities or underground and overhead 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*.
- (3) The *Contractor* shall obtain all necessary permits from applicable agencies for *Work* around overhead utilities.

**4.3.6 (Delete 4.3.6 entirely)****4.3.7 (add new clause 4.3.7 as follows)**

The *Contractor* shall locate, mark, and protect from damage or disturbance, any and all stakes, survey pins, monuments and markers at the *Place of the Work*. All survey stakes, survey pins, monuments, or markers that are damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor. Such repairs shall become part of the *Work* and shall be at the *Contractor's* expense.

**4.3.8 (add new clause 4.3.8 as follows)**

*Contractor* to submit, fourteen (14) calendar days prior to the start of construction, a Traffic Management Plan (TMP) provided by a qualified traffic management company, and prepared in accordance with the "Traffic Control Manual for Work in Roadways". Road closures will not be allowed without prior approval from the City of New Westminster. The cost of the TMP will be incidental to payment of work described in other sections.

The *Contractor* shall ensure that single lane traffic movement is available in each direction at all times and shall minimize impact to on-street parking and pedestrian access to commercial and residential properties during working hours.

The *Contractor* shall carry out the work such that access to commercial and residential properties is maintained at all times. The *Contractor* shall provide a minimum one week advance written notice to all property owners prior to construction, and shall also provide a minimum two (2) working days' notice to individual property owners prior to commencing work affecting individual property access.

The *Contractor* shall give due notice to local police and fire department prior to beginning construction and shall comply in all respects with their requirements.

The *Contractor* shall comply with the requirements of the appropriate authority concerned with closure of streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. All costs involved in respect of the above requirements will be deemed to be included in the *Contract Price*.

Where existing streets or roads are not available as detours, all traffic shall be permitted to pass through the *Work* with as little inconvenience and delay as possible unless otherwise provided or authorized. If half the street only is under improvement, the other half shall be conditioned and maintained as detour.

Where construction is to be carried out on highways or properties other than those of the *Owner* it shall be the responsibility of the *Contractor* to familiarize himself with the requirements of the owners or controllers of these properties which pertain to traffic safety or control of the construction operation and to carry out his work in accordance with these requirements.

## Construction Schedule

### 4.6 4.6.8 *(add new clause 4.6.8 as follows)*

The *Contractor* may carry out the *Work* as per the applicable Bylaws of the *Owner*, or as instructed by the *Owner* in the *Contract Documents*.

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

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



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

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

**Survey Layout and As-Constructed Information**

4.17

**4.17.1 (add new clause 4.17.1 as follows)**

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

**City Industrial Health and Safety Program**

4.18

**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.

<b>DELAYS</b>	<b>13</b>	
<b>Delay by Owner or Contract Administrator</b>	13.1	13.1.2 ( <i>add clause 13.1.2 as follows</i> ) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims of delay caused by Pattullo Bridge Replacement Project construction, 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> .
<b>Unavoidable Delay</b>	13.3.1	13.3.1 ( <i>add to clause</i> ) After <i>Abnormal Weather</i> 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	18.2.2 ( <i>amend clause 18.2.2 as follows</i> ) 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.
	18.2.3	18.2.3 ( <i>add clause 18.2.3 as follows</i> ) The <i>Owner</i> retains the right to obtain proof of payment, in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the <i>Contractor</i> prior to making final payment.
<b>Payment</b>	18.5	18.5.1 ( <i>amend clause 18.5.1 as follows</i> ) The net amount shown for payment on a <i>Payment Certificate</i> shall be due and payable to the <i>Contractor</i> on or before the 15 <sup>th</sup> <i>Day</i> after the receipt by the <i>Owner</i> of the <i>Payment Certificate</i> .
<b>WORKERS COMPENSATION REGULATIONS</b>	<b>21</b>	
<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	24.1 ( <i>amend 24.1 as follows</i> ) 24.1.1 (1) Limits: \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

**24.1.1(2) (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
- Parsons Inc.

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

In the last sentence replace “\$2,500.00” with “\$10,000.00”

**24.1.2 (amend 24.1.2 as follows)**

The above insurance policies listed in this GC, except Automotive Liability Insurance, shall have the right of subrogation waived as against the *Owner* and its respective employees, servants and agents.

**24.1.5 (amend the first sentence of 24.1.5 as follows)**

All policies referred to in this GC, except Automotive Liability Insurance, shall provide that thirty (30) days’ notice of cancellation will be given in writing to the Named Insured and the *Owner*, otherwise the policies to remain in full force and effect until the *Work* has been completed.

**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 that 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>Pedestrian Traffic Control</b>	SSP 1	<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>There is no separate payment for providing a pedestrian management plan.</p>
<b>Vehicular Traffic Control</b>	SSP 2	<p>The Contractor shall provide a traffic management plan including proposed traffic diversions, location of flaggers and signage. The plan must be approved by the Owner. Electronic Changeable Message Boards will be required for busy arterial/collector roads.</p> <p>Electronic Changeable Message Boards must be placed in position a minimum of two weeks before starting work to advise motorists of the upcoming works. A minimum of 2 Electronic changeable Message Boards will be required at each site.</p> <p>The Owner will issue a Highway Use permit allowing parking outside of construction hours.</p> <p>There is no separate payment for providing a traffic management plan.</p>
<b>Demolition and Disposal</b>	SSP 3	<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 BC MoTI 2020 Standard Specifications for Highway Construction (MoTI 2020 SSHC), Section 145.27.</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><b>Soil Nails</b></p>	<p>SSP 4</p>	<p>Work shall consist of the rehabilitation of a retaining wall by internally reinforcing the soil mass with grouted reinforcing bars (nails) as described herein and in accordance with the lines, grades, and dimensions on the Drawings. The Contractor shall be fully experienced in all aspects of soil nailing construction and shall furnish all necessary equipment, materials, skilled labour, and supervision required to carry out the Work.</p> <p>The Contractor shall complete a soil nail test program, and supply and construct the soil nail wall in accordance with the Drawings and these Special Provisions. The Contractor shall submit for acceptance, calibration data for each test jack, pressure gauge and master pressure gauge used. Calibration tests shall be performed by an independent testing laboratory at least thirty (30) calendar days prior to the start of soil nail testing to within an accuracy of 2%. Approval or rejection of the calibration data shall be given within five (5) working days of submittal.</p> <p>The Contractor shall retain a soil nail testing engineer with a minimum of five (5) years of experience testing permanent and temporary shoring soil nails or anchors. The soil nail testing engineer shall be a Professional Engineer in good standing registered with the Engineers and Geoscientists in British Columbia (EGBC). The Contractor shall provide to the Owner's Representative a summary of the soil nail testing engineer's experience in shotcrete and soil nail walls within the last five (5) years. Test results shall be documented and signed-off by the Professional Engineer in charge.</p> <p>The Contractor shall remove all materials as necessary for the construction of the soil nail retaining wall including debris, vegetation, and loose or damaged elements. Existing retaining walls shall be minimally disturbed during construction to prevent damage.</p> <p>Soil nail type shall be double corrosion protected (DCP) Dywidag Threadbar Grade 75 in conformance with ASTM A615 or approved equivalent. DCP shall be strictly in accordance with the manufacturer's recommendations and shall extend over the entire nail including the soil nail head and anchor assemblies. Smooth PVC tubing shall fit snugly over the corrosion protected bars in the unbonded length, where shown on the Drawings, to ensure unobstructed elongation during proof load testing.</p>
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	<p>The Contractor shall submit details on the corrosion protection system for the entire soil nail assemblies, including details for bars, splices/couplers, soil nail head and anchor assemblies, and including a statement confirming the design life of the assemblies, signed and sealed by a Professional Engineer, registered with Engineers and Geoscientists of British Columbia (EGBC) as part of the Soil Nail Wall Construction Plan. The submittal shall include product data sheets and descriptions, treatments of materials and all other details relevant for the corrosion protection system. The submittal shall also include certification from the soil nail manufacturer that the DCP system meets all requirements for a one hundred (100) year design life.</p> <p>All certified material test reports for the nails shall be submitted to, and accepted by, the Owner's Representative prior to soil nail installation.</p> <p>Every portion of installed soil nail shall be traceable to its mill certificate. Each lot of bars shall be clearly identified and requires quality control testing as described in the following and mill certificates. The Contractor shall provide certified mill test results for all soil nail bar materials, soil nail plates, headed studs, all reinforcing steel and any other structural steel components required for the construction of the soil nail wall specifying the minimum ultimate strength, yield strength, elongation and chemical composition as well as all test results required in these Special Provisions upon delivery to the Site.</p> <p>Further to quality management requirements, the Contractor shall carry out Charpy V-notch tests in accordance with ASTM A370 on a minimum of three (3) full size test coupons per lot of steel used for the soil nail bars. The Charpy V-notch impact test results shall equal or exceed an energy value of 34 Joules at -20 °C for the average of three (3) specimens. The test report shall show the actual test value of each individual specimen. No single specimen result shall be below two-thirds of the specified average energy value. If the average of three (3) tests is not less than 15% below the specified minimum value and no single test value is below two-thirds of the specified minimum value, the Contractor may be permitted to test three (3) additional test specimens from the same lot. If the average of all six (6) specimens complies with the energy requirement and none of the three (3) additional specimens falls below the specified value, the material will be accepted.</p>
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	<p>The Contractor shall provide all required test results to the Owner's Representative a minimum of seven (7) days prior to starting installation of any soil nail. The testing shall be performed by an independent approved, certified testing agency. All costs associated with the testing will be included in this work item and no additional or separate payment will be made.</p> <p>Bar lots that do not meet the test requirements will be rejected and shall be replaced by the Contractor at its own expense. Any additional time and expenses required shall be borne by the Contractor.</p> <p>All attachments including caps, nuts, washers and associated items shall be in accordance with the specification of the soil nail manufacturer. Splicing of bars is permitted in accordance with the manufacturer's recommendations. Couplers shall be capable of developing at a minimum of 100% of the ultimate tensile strength of the bar. Setscrews or other suitable means shall be used to prevent unthreading at splice locations during installation. Welding of soil nail bars is not permitted. Damaged soil nail components (e.g. deformed bars, materials showing corrosive products, damaged corrosion protection systems, manually tempered items) shall not be used in the Work.</p> <p>Soil nail head and anchor assemblies shall be galvanized. Galvanizing shall be hot dipped galvanized in accordance with MoTI 2020 SSHC Section 422.36. Galvanizing shall also be in accordance with the requirements of the following standards:</p> <ul style="list-style-type: none"> <li>• ASTM A153/A153M-09 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware</li> <li>• ASTM B695-04 (2009) Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel</li> </ul> <p>Prior to shipment, the assembly shall be test-fit to confirm that threads have not been fouled by loose galvanizing zinc or damaged.</p> <p>Centralizers and/or spacers shall be used to ensure grout cover is a least 20 mm at all locations on the soil nail. Centralizers shall be sized to permit free flow of grout. The deepest centralizer or spacer shall be less than 300 mm from the nail tip and spacing shall not exceed 2.0 m on centre. Centralizers and spacers shall be made from steel, plastic or other material that that will not damage</p>
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	<p>the soil nail or DCP system. Wood spacers shall not be used.</p> <p>Soil nails shall be fabricated in accordance with the approved shop drawings by personnel trained and qualified to complete such work.</p> <p>Prior to transporting, grouted sheathed soil nail bars shall be allowed to harden at least forty-eight (48) hours and grout shall have a minimum compressive strength of 30 MPa. When raising or transporting the grouted sheathed soil nail bars, the Contractor shall provide slings or other equipment to prevent breaking, cracking or overstressing during handling. Sheathed soil nail bars shall not be handled in a manner that will cause large deflections or distortions during handling. Sheathed soil nail bars shall not be dropped during handling and shall be protected from impact of any kind.</p> <p>Grouted sheathed soil nail bars shall be inspected before installation and any that are damaged or defective in any way that adversely affects the strength or serviceability of the unit, shall be rejected and replaced at the Contractor's expense. The Contractor shall handle and protect soil nails prior to installation to avoid corrosion and physical damage. Lifting of soil nails shall not cause excessive bending, which may damage the bar or DCP system.</p> <p>Any soil nail or soil nail component that is damaged at any time during the Work shall be replaced at the expense of the Contractor.</p> <p>Soil nail bearing assemblies shall be in accordance with MoTI 2020 SSHC, Section 422 unless noted otherwise. The soil nail anchor plate shall conform to CAN/CSA G40.21M, Grade 350W. Any pipe material shall conform to ASTM A53, Grade B. Headed studs on the bearing plate shall conform to requirements of ASTM A108 Type B.</p> <p>Any welding required for structural and miscellaneous steel shall be in accordance with MoTI 2020 SSHC, Section 421.</p> <p>Grout shall be non-metallic, shrinkage-compensating grout containing silica fume, meeting the requirements of CSA A23.2-1B. The grout shall be flowable and used strictly in accordance with the manufacturer's recommendations. When splicing of nails is required,</p>
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	<p>full flow through the splice shall be maintained and splices shall be suitably protected from damage and contamination during subsequent shotcreting.</p> <p>Grout mix shall be a neat cement grout with a maximum water/cementitious materials ratio <math>w/cm = 0.45</math> for final grout. The final grout shall have a minimum compressive strength of 30 MPa at two (2) days and a minimum compressive strength of 40 MPa at twenty-eight (28) days. Acceptance of grout with strengths varying from those indicated shall be determined by the ability of the test nails to carry the loads. The Contractor shall provide Soil nail grout mix designs including Portland cement type, mix proportions by weight admixtures (if used) and representative grout cube or cylinder test results (from previous projects) demonstrating strengths developed by the proposed grout mix. All mix designs and associated reports shall be sealed by a professional engineer, registered with APEGBC, with experience in the design of grout mixes in similar applications and submitted a minimum of fourteen (14) days prior to starting any Soil nail installation.</p> <p>The Contractor shall provide grouting equipment capable of continuous mixing and producing a grout free of lumps. Mortar packing and secondary grouting to the wall face shall be accomplished as soon as practicable after anchor installation.</p> <p>The Contractor shall be responsible for locating all existing surface and underground structures or utilities that may affect the work or may be damaged during construction. This includes both those utilities or structures owned by the City and those owned by others. Drawings or descriptions, verbal or otherwise, of existing structures or their locations that are given to the Contractor are intended only as an aid to assist in locating the structures. Measurements and location of the existing underground structures shown on the drawings are not guaranteed to be accurate and must be verified by the Contractor prior to construction. Upon request by the Owner's Representative, or its delegate, the Contractor shall, at its expense, excavate and uncover adjacent underground utilities or structures to establish their line or grade where such information is required for future construction related to the work of this contract.</p>
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	<p>Unless authorization is received for their removal, underground and surface structures, traffic signs, etc. shall be protected from damage during construction. Where damaged by the Contractor, they shall, at the Contractor's expense, be replaced or repaired to a condition equivalent to that which existed prior to construction.</p> <p>The Contractor shall drill holes for soil nails at the locations shown on the Drawings. The Contractor shall provide a soil nail length as identified in the Drawings necessary to develop adequate load capacity to satisfy testing acceptance criteria for the design load required. Soil nail lengths may be modified by the Owner's Representative following review of installation and test information and the Contractor shall be prepared to drill and add additional length of DCP anchor beyond the minimum dimensions shown on the Drawings at the Owner's Representative's request. The Contractor shall supply equipment capable of efficiently installing the soil nails to at least 3 m beyond the minimum dimensions shown on the Drawings in the soil conditions present at the installation site. Hydraulic rotary, rotary percussive, or auger drills sized for the minimum hole diameter, soil nails, bits and drilling conditions shall be used. The use of drilling muds or other fluids to remove cuttings will not be permitted. Should caving ground be encountered when drilling and/or during anchor installation, cased drilling and/or anchor installation methods shall be used. All cuttings shall be removed from the drill holes prior to installation of soil nails. The Contractor shall be responsible for the selection of the installation equipment and methodology used.</p> <p>The Contractor shall measure the as-constructed orientation of a representative number of drill holes to confirm the orientation of the Soil nails. The minimum number shall be 3 of the first 5 Soil nails and 1 of every 10 of the remaining Soil nails. The drill hole shall be located within 50 mm of the location shown on the Drawings. At the point of entry, the vertical and horizontal anchor angle shall be within plus or minus three (3) degrees of that shown on the Drawings. The Contractor shall submit the following items for review in compliance with the time requirements below:</p> <ul style="list-style-type: none"> <li>• Testing equipment details and testing jack calibration(s) at a minimum seven (7) days prior to any testing being carried out.</li> </ul>
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Name	Number	Supplementary Specification
		<ul style="list-style-type: none"> <li>• Installation records for the soil nails within twenty-four (24) hours of installation.</li> <li>• Soil nail verification and proof test results within twenty-four (24) hours of testing.</li> <li>• Soil nail test results within twenty-four (24) hours of testing.</li> </ul>
<b>Shotcrete Fascia</b>	SSP 5	<p>Shotcrete work shall be in accordance with MoTI 2020 SSHC, Sections 209 and 211 unless noted otherwise, and these Special Provisions. The Contractor shall be responsible for the design and quality control for all shotcrete used in the Work required to deliver a product that is meeting the quality standards set forth by this document. This includes but is not limited to: (1) preparation of the existing structure to achieve proper bonding, (2) installation of reinforcement, (3) ensuring proper moisture content at the bonding surface of the existing structure, (4) use of suitable materials, and (5) selection of an appropriate shotcrete installation method. The Contractor's quality control process shall document the various steps taken and the achieved results to verify the quality of the work performed.</p> <p>Contractor shall be responsible for, and shall provide the Owner's Representative, current certified results for all the applicable tests as outlined in Table 211-D of MoTI 2020 SSHC, Section 211 "Required Aggregate Testing for Normal Density Coarse and Fine Aggregate (Per Individual Product and Aggregate Source)".</p> <p>The Contractor shall submit copies of the shotcrete mix design to the Owner's Representative for review at least two (2) weeks prior to commencing shotcreting. The mix design submission shall be as indicated in MoTI 2020 SSHC, Section 211.03.04 "Mix Design Submittals" and include all aggregate test and evaluation data.</p> <p>The Contractor shall provide technical data sheets for each admixture proposed for use in the shotcrete. The information shall include the current addition rates being used, as well as the suggested ranges as recommended by the manufacturer. All shotcrete materials and admixtures for concrete shall conform to the requirements of MoTI 2020 SSHC, Section 209.11, unless otherwise specified in these Special Provisions.</p>

Name	Number	Supplementary Specification
		<p>Minimum flexural strength, minimum toughness performance level (TPL), maximum boiled absorption, maximum volume of permeable voids and test methods shall be as per MoTI 2020 SSHC, Table 209-A. The physical properties of the aggregates must meet CSA A23.1 Table 12. No classification of shotcrete represented by a particular mix design shall be placed on Site prior to the completion of the review and acceptance of the mix design by the Owner's Representative.</p> <p>The Contractor shall submit cold and hot weather grouting, concreting and shotcreting plans in accordance with MoTI 2020 SSHC, Sections 211 and 209, respectively, when required for the work. The plans shall include detailed descriptions of the means and methods used for cold and hot weather grouting, concreting and shotcreting and shall be specific to the construction of this soil nail wall.</p> <p>The Contractor shall provide to the Owner's Representative, proof of completing three (3) permanent shotcrete and soil nail or anchor wall projects, with similar shotcrete construction conditions, within the past five (5) years. The Contractor shall provide a summary of experience/ credentials and qualifications of the superintendents, excavator operators, drillers, nozzlemen, pot operator and other specialist workers selected for the wall construction. The summary of experience shall specifically demonstrate how the proposed team members have worked together on similar projects in the past. The nozzle operators for shotcreting shall have certification by the American Concrete Institution (ACI) for the application of wet-mix shotcrete, prescribed in the current ACI Publication CP 60.</p> <p>Work shall not be started until the Contractor's qualifications are accepted by the Owner's Representative. In case of personnel substitution, the Owner's Representative may request a demonstration of the specialist worker's skill, in particular for shotcreting and soil nail installation operations at no cost to the Owner. The Owner's Representative may suspend the Work if the Contractor substitutes unqualified personnel for accepted personnel during construction. If Work is suspended due to the substitution of unqualified personnel, no adjustments in Contract time resulting</p>

Name	Number	Supplementary Specification
		<p>from the suspension of work will be allowed. The qualifications submitted shall include name, address, email and phone number and experience on similar projects of the Contractor and all of its subconsultants, including all key personnel, involved in the soil nail wall.</p> <p>The Contractor shall provide a Remediation Plan to the Owner's Representative identifying any risks that may be encountered during construction and identify the course of action that would reduce or eliminate any of the risks of the operation.</p> <p>No separate payment will be made for the preparation of any construction joints and control joints irrespective of their location, and the supply and installation of joint fillers and joint sealant as indicated on the Drawings.</p> <p>The Contractor shall submit the following items, at a minimum, at least five (5) weeks prior to the soil nail wall preconstruction meeting for review:</p> <ul style="list-style-type: none"> <li>• Qualifications and experience of the Contractor</li> <li>• Qualifications of the soil nail testing engineer</li> <li>• Mill certificates and material test results.</li> <li>• Mix designs</li> <li>• Remediation Plan</li> </ul> <p>The Contractor shall submit the following items for review in compliance with the time requirements below:</p> <ul style="list-style-type: none"> <li>• Cold and hot weather concreting and shotcreting plans, if required, at a minimum of seven (7) days prior to work which may occur during cold or hot weather conditions.</li> <li>• Grout and shotcrete results within twenty-four (24) hours of testing.</li> <li>• "As-built" drawings for the soil nail wall with clearly marked changes from the Drawings upon completion of the Work.</li> </ul> <p>Finished surface for shotcrete fascia shall be trowelled smooth with a steel trowel followed by a light broom finish in a vertical orientation.</p>



Name	Number	Supplementary Specification
<b>Drainage Mat</b>	SSP 6	Nilex Nudrain WD-15, 10 mm thick, or approved equivalent sheet wall drain, shall be placed as shown on the Drawings prior to shotcrete application or installation of concrete panels. A minimum width of 600 mm shall be used, unless noted otherwise. Weep holes shall be considered incidental to this work item.
<b>Shotcrete Fascia Test Panel</b>	SSP 7	<p>The Contractor shall carry out pre-production testing for all shotcrete mixes used on the Project in accordance with MoTI 2020 SSHC, Section 209.32. Contrary to MoTI 2020 SSHC, Section 209.32.01, the requirement of pre-construction testing will not be waived in any case. Further to MoTI 2020 SSHC, Section 209.32, all nozzle operators, pre-damper/pot operator and foremen involved in the shotcreting shall participate in pre-construction testing by carrying out work representative of that which they would perform during the wall construction. Further to MoTI 2020 SSHC, Section 209.32, the size of the test panels shall be 1200 mm x 1200 mm. The pre-construction testing shall also replicate finishing and curing.</p> <p>Testing of the shotcrete shall be carried out in accordance with MoTI 2020 SSHC, Sections 209.32 and 209.39 unless noted otherwise on the Drawings or in these Special Provisions.</p> <p>The pre-construction testing shall be carried out in the presence of the Owner's Representative. The Contractor shall advise the Owner's Representative at a minimum seven (7) days in advance as to when they plan to carry out initial pre-construction testing.</p> <p>Finished surface for the test panel shall be trowelled smooth with a steel trowel followed by a light broom finish in a vertical orientation.</p>
<b>Replacement Anchor Plate Nuts</b>	SSP 8	Contractor shall visit the site to verify appropriate size and grade of nut as shown in Contract Drawings. Work includes all activities required to properly install nut and plates including, but not limited to, field verification, preparation of existing anchor and bearing surfaces, and torquing of nuts.

Name	Number	Supplementary Specification
<b>Soldier Piles</b>	SSP 9	<p data-bbox="686 216 1393 281">Soldier piles (or pipe piles) shall be in accordance with MoTI 2020 SSHC, Section 421.</p> <p data-bbox="686 323 1386 537">The Contractor shall be responsible for locating all existing surface and underground structures or utilities that may affect the work or may be damaged during construction. This includes both those utilities or structures owned by the Municipality and those owned by others.</p> <p data-bbox="686 579 1414 831">Drawings or descriptions, verbal or otherwise of existing structures or their locations that are given to the Contractor are intended only as an aid to assist in locating the structures. Measurements and location of the existing underground structures shown on the drawings are not guaranteed to be accurate and must be verified by the Contractor.</p> <p data-bbox="686 873 1414 1052">Upon request by the Owner's Representative, the Contractor shall, at its expense, excavate and uncover adjacent underground utilities or structures to establish their line or grade where such information is required for future construction related to the work of this contract.</p> <p data-bbox="686 1094 1365 1339">Unless authorization is received for their removal, underground and surface structures, traffic signs, etc. shall be protected from damage during construction. Where damaged by the Contractor, they shall, at the Contractor's expense, be replaced or repaired to a condition equivalent to that which existed prior to construction.</p> <p data-bbox="686 1381 1414 1780">Shaft excavation: Excavate shaft to depths as shown on the contract plans. Shaft minimum diameter as shown in the drawings. Excavate shafts without loss of ground and without endangering previously installed shafts or other structures using temporary casing holes or other methods of protection from caving. Do not commence shaft excavation until both the shaft backfill for the adjacent shafts has been placed and has reached a strength of 1 MPa and 12 hours have passed. Once the excavation operation has started, excavate in a continuous operation until the excavation of the shaft is completed.</p> <p data-bbox="686 1822 1386 1917">Pile installation: Lower pile into shaft using centering devices and set vertically within the shaft to the design depth shown in the drawings.</p>

Name	Number	Supplementary Specification
		<p>Shaft backfilling: Backfill excavated shaft as shown in the drawings. Whenever practical, place backfill in dry shaft excavations. Place shaft backfill by a means that prevents segregation of aggregates. Place shaft backfill in one continuous operation to the top of the shaft. Remove temporary casing, if present, in such a manner as to prevent the movement of the steel pile.</p> <p>Shaft/pile tolerances: Construct shafts such that the centre at the top of the shaft is within 25 mm of the locations shown in the drawings, and such that shafts are within 0.5 percent of plumb. Centre steel piles within shafts. Piles shall not encroach into the excavation envelope. Soldier pile elevations shall be within 75 mm of those shown in the drawings.</p>
<b>Concrete Panels</b>	SSP 10	Concrete panels shall use Portland Concrete Cement that is in accordance with MoTI 2020 SSHC, Section 211. Concrete reinforcement shall be in accordance with MoTI 2020 SSHC, Section 412.
<b>Berm</b>	SSP 11	Berm includes preparation, berm materials and formation of berm as shown in Contract Drawings and compaction using a low permeability material. Contractor shall submit material product information for review and approval by the Engineer. Provide topsoil and seeding in accordance with MMCD Sections 32 91 21 and 32 92 20
<b>Fence</b>	SSP 12	Damaged section of fence shall be removed as required to facilitate installation of new fence. Installation of new fence shall be in accordance with MMCD Section 32 31 13. Costs to remove and dispose of existing damaged fence shall be incidental unit price of Fence installation.
<b>Construction Site Safety</b>	SSP 13	Construction site safety shall be in accordance with MoTI 2020 SSHC, Section 135.
<b>Rail Access and Permitting</b>	SSP 14	<p>Protection of the Railway shall be in accordance with MoTI 2020 SSHC Section 145.28.04. Prior to the Contractor moving onto Railway Property, advance notice shall be given to the Railway Company</p> <p>General: The Contractor shall ensure the safety of, and minimize interference with traffic on, the Railway. The</p>

Name	Number	Supplementary Specification
		<p>Contractor shall enter into permits and other forms to access railway right-of-way as the Railway prescribes.</p> <p>Working Adjacent to the Railway: The Contractor shall notify the Railway(s) of its Work adjacent to the railway and develop work processes, in consultation with the Railway, for working in the proximity of the railway Right-of-Way.</p> <p>All equipment within 10 m of the nearest rail shall stop working on the approach of a train and remain stopped until the train has passed.</p> <p>Working On or Over Railway Property: The Contractor shall submit, for approval, procedures and schedules for any portion of the Work on or over the railway right-of-way, with drawings as necessary, to each Railway Company.</p> <p>Copies of this information shall be provided to the Owner's Representative. No Work shall be done on or over the Railway right-of-way without written approval from the Railway and the Owner's Representative.</p> <p>The Railway will decide which operations require traffic control persons and which operations require traffic closure.</p> <p>In general, traffic control persons are required whenever Work is done within the Railway right-of way. The Contractor shall give the Railway notice, as determined by the Railway, of the start of such operations. The Contractor shall not commence such operations until traffic control persons have been posted. Traffic control persons will be provided by the Railway, who may opt to charge their costs to the City. The Contractor shall reimburse the City for the costs of such traffic control persons in accordance with MoTI 2020 SSHC Section 145.28.04, except that no surcharge will be applied.</p> <p>The scheduling of traffic closures is subject to change, dependent on train movements. The Contractor shall give the Railway notice, as determined by the Railway, of the start of operations requiring a traffic closure. The Contractor shall not start such operations until receipt of confirmation from the Railway traffic control person that the closure is in effect.</p>

Name	Number	Supplementary Specification
		<p>The Contractor shall be responsible for the cost of train delays if the operations requiring traffic closure are extended beyond the established time limits.</p> <p>Payment: No separate payment will be made for items outlined in this section and cost thereof will be considered incidental to the various items of the Work being performed. Railway costs, including supervision, labour and flagging, will be borne by the City.</p>