

CITY OF NEW WESTMINSTER	NWIT-10-42 TENDER DOCUMENTS
Construction of Neighbourhood Park	COVERING PAGE



NEW WESTMINSTER

PROJECT TITLE: **Construction of Neighbourhood Park**

PROJECT LOCATION: Corner of Ewen Avenue & Derwent Way
New Westminster, BC

BID DUE: **3:00 PM (Local Time) on Friday, September 3, 2010**

MANDATORY
BIDDERS MEETING: **10:00 am (Local Time) on Wednesday, August 25, 2010**
Corner of Ewen Avenue & Derwent Way
New Westminster, BC

DATE: August 19, 2010

CITY OF NEW WESTMINSTER
511 Royal Avenue
New Westminster, B.C.
V3L 1H9

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1.0 Scope Of Work

1.1 Provide all labour, materials, plant, and equipment necessary for construction of a 12,500 square metre Neighbourhood Park in Queensborough, as specified in the Tender Documents, General Requirements, Specifications, and Drawings.

2.0 Owner

2.1 The owner is the City of New Westminster, 511 Royal Avenue, New Westminster, B.C., V3L 1H9, herein after referred to as the “City”.

3.0 Submission Of Tender

3.1 Bidders shall submit the Tender on the enclosed Bid Form in a **sealed** envelope, clearly marked **NWIT-10-42 Construction of Neighbourhood Park**.

3.2 The completed Tender shall be submitted to:

Information Desk
City of New Westminster
511 Royal Avenue
New Westminster, B.C.
V3L 1H9
Attention: Purchasing Manager

3.3 The City shall receive Tenders at the location specified in 3.2 above, prior to **3:00 PM (Local Time) on Friday, September 3, 2010.**

3.4 Bidders shall submit the Bid Form with all blank spaces filled in. Alterations, qualifications, or omissions to the Bid Form may render the Bid liable for rejection by the City. The Bidder shall initial any erasures or corrections to the entries on the Bid Form.

3.5 The City does not accept facsimile, electronic mail, or other unsealed Bids.

3.6 The official time will be that on the clock located at the Information Desk. The City **will not** accept late submissions.

3.7 The City will not open this Tender in public.

4.0 Addenda

4.1 Should addenda to the Bid 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 Bid Closing date and time.

4.2 All Addenda become part of the Contract Documents. Bidders should include adjustment costs in the Bid Price.

4.3 Failure to acknowledge any Addendum may result in the disqualification of the Bidder.

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5.0 Acceptance Of Bid

- 5.1 The City is not obligated to accept the lowest or any tender and may reject all bids.
- 5.2 The City may waive any non-compliance with the Bid Documents.
- 5.3 The City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.
- 5.4 Bids shall remain open for acceptance by the City for a period of sixty (60) days from the closing date.

6.0 Revision Of Bid

- 6.1 A Bid Form already delivered to the City may only be revised in the manner described below and, to qualify, the revision must be actually received by the City at the address given herein prior to the time and date specified for the closing of this Tender.
- 6.2 Bidders shall submit written Bid Revisions only in a sealed envelope. The Bidder may revise only the Bidder's entries on the delivered Bid Form.
- 6.3 The City **will not** accept revisions of Bids by facsimile or email.

7.0 Evaluation of Bids

- 7.1 The City will review and evaluate all valid submitted Bids. The City will evaluate Bids on the basis of the Offer (Total Base Bid), Separate Prices; Unit Prices; Force Account Work Rates, and References

8.0 Knowledge of Site and Work

- 8.1 Bidders shall visit the site of the work and make allowances in their bids for such conditions as in the sole opinion of the bidder are warranted. The City makes no representation or warranty as to the conditions of the site.

9.0 Proof Of Insurance

- 9.1 Within seven (7) days of acceptance of the Bid by the City and prior to the work starting, the Contractor shall provide proof of the insurance required by the Contract by delivering a completed certificate of insurance to the City.

10.0 Permits

- 10.1 If requested, the Contractor shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit.

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10.2 The successful Bidder is required to obtain a City of New Westminister Business license prior to commencement of work.

11.0 Pricing Requirements

11.1 All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the HST (Harmonized Sales Tax) shall be excluded from the price.

12.0 Queries

12.1 The City requests Bidders to advise the City of any errors, conflicts, or omissions in the Bid Documents so the City may issue an addendum.

12.2 After the Bid is accepted, bidders shall abide by the City's decision in the correction of previously unidentified obvious errors, conflicts, or omissions.

12.3 It is the responsibility of each Bidder to seek clarification on any matter relating to this Invitation to Tender. Requests for clarification shall be made in writing to Heather Rossi, Purchasing Department, City of New Westminister, email: hrossi@newwestcity.ca

13.0 Mandatory Bidders' Meeting

13.1 The City has arranged a **Mandatory Bidders' Meeting on Wednesday, August 25, 2010 at 10:00 am at Ewen Avenue and Derwent Way, New Westminister.**

13.2 To be eligible to submit a Bid for this Tender, Bidders must attend the **Mandatory Bidders' Meeting**. Failure to attend the Mandatory Bidders Meetings will result in disqualification of the Bidder.

13.3 If requested, the City will provide the company name and phone number of the attendees at the Mandatory Bidders Meeting.

14.0 Bid Security, Performance Bonding and Guarantees

14.1 All Bidders are required to provide with their Bid, Bid Security in a form acceptable to and payable to the City of New Westminister. The amount of the Bid Security must be equal to ten percent (10%) of the Bid Price (excluding HST), and one of the following types:

- a) Bid Bond;
- b) Certified Cheque;
- c) Irrevocable Letter of Credit; or
- d) Bank Draft.

14.2 If, after Award of Contract, the Bidder refuses to enter into the Contract, the Bid Security (if any) may be forfeited to the City of New Westminister because of its damages, without prejudice to the City's remedies for the Bidder's breach of contract.

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14.3 Failure to provide Bid Security (when required) will result in disqualification of the Bidder.

14.4 The Successful Bidder will be required to provide to the City of New Westminster, in a form acceptable to the City, Performance Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:

- a) Certified Cheque;
- b) Irrevocable Letter of Credit;
- c) Bank Draft; or
- d) A Performance Bond.

14.5 The Successful Bidder will be required to provide to the City of New Westminster, in a form acceptable to the City, Labour and Material Payment Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:

- a) Certified Cheque;
- b) Irrevocable Letter of Credit;
- c) Bank Draft; or
- d) A Labour and Material Payment Bond, the Bond must be a Broad Form bond protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

15.0 Form Of Contract

15.1 Any contract arising from this Invitation to Tender will use the CCDC 2 – 2008 Stipulated Price Contract (not bound in the tender documents) and the Supplementary Conditions included in the Tender Documents.

16.0 Ownership Of Tenders And Freedom Of Information

16.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Bidders that parts, or all, of their bids may be subject to the provisions of *British Columbia's Freedom of Information and Privacy Protection Act (FOIPP)* and *Community Charter*. Bidders who wish to protect particular parts of their bids from disclosure under the FOIPP Act should specifically identify any information or records with their bids that constitute trade secrets and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information. The City, as owner of the documents submitted, retains the right to copy the documents.

End of Instructions to Bidder

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1.0 PROJECT

Title: **Construction of Neighbourhood Park**

Location: Ewen Avenue and Derwent Way, New Westminster, BC

2.0 BIDDER

Name: _____
 (Hereinafter referred to as the "Bidder")

Address: _____
 (including postal code)

Contact Name: _____

Telephone No: _____

Facsimile No: _____

Email Address: _____

3.0 OWNER

The Owner is the City of New Westminster, 511 Royal Avenue, New Westminster, BC, V3L 1H9, hereinafter referred to as the "City".

4.0 OFFER

4.1 The Bidder, having examined the Bid Documents and having gained full knowledge of the scope, character and location of the work and having become familiar with the local conditions, hereby offers to the City to execute the Work for the above named project in accordance with the Bid Documents for the amount of:

_____dollars

(\$ _____), the contract price, which price shall be subject to adjustments as may be provided in the Tender Documents. The contract price **excludes** the HST (Harmonized Sales Tax).

4.2 The Contractor acknowledges that the City may, prior to contract award, negotiate changes to the scope of work with the low bidder or any one or more bidders without having any duty or obligation to advise any other bidders or to allow them to vary their bid prices due to changes to the scope of work.

4.3 The Contractor acknowledges that the City will evaluate Tenders based on the Offer (Base Bid) Separate Prices, Unit Rates, Force Account Work Rates, and References.

5.0 PRICE BREAKDOWN

- 5.1 The Total Base Bid (Offer) shown in 4.1 Offer (above) shall be the total of the amounts inserted for items listed below within the Base Bid category.
- 5.2 Each of these amounts shall truly represent the value of the work proportionate to the Total Base Bid. Prices shall be all found, including the proportionate amount of General Requirements, overhead, and profit (see 10.0 Pricing Requirements of the Instructions to Bidders). At the Owner’s option, some or all items may be added to or deleted from the contract.
- 5.3 The Owner reserves the right to award a contract for all or part of the work based on the Total Base Bid plus the totalled prices for Separate Prices and Unit Prices the Owner elects to add or remove from the contract.

Item	Description	Price Breakdown
Base Bid		
1.0	Demolition and Preparatory Work	
.1	Mobilization – includes control fence etc	\$
.2	Demolition and Clearance	\$
.3	Clear/Grub and Plant/Tree/Fence Removal	\$
.4	Site Stripping/General Excavation	\$
.5	Other	\$
.6	Other	\$
.7	Other	\$
	Subtotal 1.0	\$
<hr/>		
2.0	Civil Works	
.1	Complete Storm Drainage System	\$
.2	Complete Waste Water System	\$
.3	Other	\$
	Subtotal 2.0	\$
<hr/>		
3.0	Electrical Works	
.1	Power Connection / Service Kiosk	\$
.2	Complete Irrigation Supply	\$
.3	Complete Site Lighting System	\$
.4	Other	\$
	Subtotal 3.0	\$

Item	Description	Price Breakdown
4.0	Hard Landscape / Soft Landscape / Drainage / Irrigation Work	
.1	Site Access / Driveway and Car park	\$
.2	Site Footpath Paths / Plaza Paving	\$
.3	Tennis Court Paving / Posts / Fencing	\$
.4	Basketball Court paving / Net / Fencing	\$
.5	Play Area Surfaces / Boardwalk / Edgings / Water Play Channel / Logs / Rocks / Equipment	\$
.6	Play Field Fencing / Mow Strip	\$
.7	Soft Landscape Works, Growing Medium, Seed, Sod, Plantings, and Trees	\$
.8	Irrigation Supply / Water Supply Complete	\$
.9	Site Furnishings, benches, bike racks, picnic tables, and water fountain	\$
.10	Exercise Equipment and Surfacing	\$
.11	Custom Picnic Structure, foundations, concrete,	\$
.12	Custom Entry Plaza Structure, foundations,	\$
.13	Other	\$
.14	Other	\$
.15	Other	\$
	Subtotal 3.0	\$
	TOTAL BASE BID (excluding HST)	\$
	Harmonized Sales Tax (HST)	
	TOTAL LUMP SUM BASE BID	\$

6.0 SEPARATE PRICES

- 6.1 Separate Prices (items 1.0 to 2.0) are **not to be included** in the Offer amount shown in 4.1 above.
- 6.2 Separate Prices are to include all work as described. Provide pricing for the following work, which may be included in the scope of work at the discretion of the Owner. Separate Prices are not to include GST.

Item	Description	Add or Deduct
6.2.1	<p>Supply and Installation of Tennis Courts Back Boards as follows</p> <ol style="list-style-type: none"> 1. Provide engineered shop drawings for backboard and fastening system for review and approval prior to construction. Shop drawings to show complete layout as required. 2. Backboard to be pre-primed 1/2" MDO panels fastened to the chain link fence with heavy-duty gusset plates – all welded construction. 3. Panels to be painted two (2) coats, dark green hp2000, eggshell finish, refer to specifications. 4. Panels to have 100 mm centre white line (net height) painted across panels at height of 1000 mm. Painted two (2) coats, white hp2000, eggshell finish, refer to specifications 	\$
6.2.2	<p>Extension of Playground Timber Boardwalk</p> <p>As per detail 3/L503 approximately 15.5 linear metres to the east to connect to adjoining granular path</p>	\$
6.2.2	<p>Aliphatic paint for Custom Picnic Structure and Custom Entry Plaza Structure</p> <p>Painted aliphatic urethane for two (2) structures as noted. All metal to be shop primed and painted two (2) coats, black, refer to specifications.</p>	\$

7.0 UNIT PRICES

- 7.1 Unit Prices (items 7.3.1 to 7.3.85 below) are to include all work as described and associated work and costs necessary to complete the work as described. Unit Prices are **not** to include HST.
- 7.2 The City may use the Unit Prices to add work to or delete work from the Contract.
- 7.3 The Bidder offers to provide the following materials and labour for extra work as authorized by the City for the following unit rates.

Item	Description	Unit	Price per Unit
.1	Isolated Trees Clear and Grub	each	\$
.2	Clearing and Grubbing (vegetated areas)	m ²	\$
.3	Common excavation	m ³	\$
.4	Site Grading	m ³	
.5	Sub-grade Prep (s/w or car park)	m ²	
.6	Placing Excavated material on site	m ³	
.7	Granular Base Course (sidewalks/curbs)	tonne	
.8	Granular Base Course (car park)	tonne	
.9	Clean Crushed – 19 mm minus	tonne	
.10	Light Weight Fill	tonne	
.11	Geotextile	m ²	
.12	Geogrid	m ²	
.13	Slit Fence	ml	
.14	200 mm diameter storm sewer (import)	ml	
.15	250 mm diameter storm sewer (import)	ml	
.16	300 mm diameter storm sewer (import)	ml	
.17	100 mm diameter Catch basin Lead	ml	
.18	150 mm diameter Catch basin Lead	ml	

Item	Description	Unit	Price per Unit
.19	Perf Drain Tile	ml	
.20	250 mm diameter Pipe Culvert (import)	ml	
.21	Catch Basis Type 2	each	
.22	Lawn Drain (Import Backfill)	each	
.23	100 mm diameter Sanitary Sewer Service Connection (Import)	ml	
.24	Sanitary Inspection Chamber	each	
.25	Asphalt Overlay Upper Course Car park, variable thickness	tonne	
.26	Asphalt Tackcoat	m ²	
.27	Cleaning Pavement Surfaces	Ml	
.28	Asphalt Sidewalk	m ²	
.29	Asphalt Sports Court	m ²	
.30	Extruded Concrete Curb	ml	
.31	100 mm Concrete Sidewalk Broom Finish	m ²	
.32	150 mm Reinforced Concrete Sidewalk Light Sandblast Finish	m ²	
.33	125 mm Reinforced Concrete Water Channel	m ²	
.34	300 mm wide Reinforced Cast In Place Concrete Band	m ²	
.35	600 mm wide Concrete Plinth Bench	ml	
.36	600 mm wide Concrete Mow Strip	ml	
.37	Saw Cut Control Joint	ml	
.38	Expansion Joint	ml	
.39	Driveway Crossing 190 mm thick	m ²	

Item	Description	Unit	Price per Unit
.40	Crushed Granular Paving	m ²	
.41	Play Sand	tonne	
.42	Fibar Play Surface	m ³	
.43	Timber Boardwalk	m ²	
.44	70" Bench	each	
.45	Columbia Picnic Table	each	
.46	Columbia Picnic Table – Handicap (HC)	each	
.47	Belcarra Picnic Table	each	
.48	Loopy Bike Rack	each	
.49	Water Fountain	each	
.50	4'-0" Chain Link Fence	ml	
.51	6'-0" Chain Link Fence	ml	
.52	6'-0" Chain Link Fence with Slats	ml	
.53	10'-0" Chain Link Fence	ml	
.54	Kompan Rotating Sand Tables	each	
.55	Kompan Supernova	each	
.56	Frances Andrews Sand Play Digger	each	
.57	Dino Dig	each	
.58	Big Toys Custom School Age Structure	each	
.59	Toddler Swing	each	
.60	Kaiser and Kuhne Water Pump	each	

Item	Description	Unit	Price per Unit
.61	Kaiser and Kuhne Retaining Weirs	each	
.62	Green Gym Double Rotator Stretch Station GGU-04	each	
.63	Green Gym Single Elliptical Machine GGU-09	each	
.64	Green Gym Double Lat Pull and Arm Lift GGU-016	each	
.65	Green Gym Leg Press GGU-01	each	
.66	Green Gym Core Fit GGU-011	each	
.67	Viking Alexander Basket Ball Hoop	each	
.68	Viking Alexander Tennis Court Net Posts	set	
.69	Boulders Placed	tonne	
.70	Peeled Logs Placed	each	
.71	Growing Medium Sod Areas	m ³	
.72	Growing Medium Seeded Areas	m ³	
.73	Growing Medium Planted Areas	m ³	
.74	Seeded Meadow	m ²	
.75	Seeded Lawn Sports Field	m ²	
.76	Sod Lawn	m ²	
.77	Deciduous Trees 8 cm cal	each	
.78	Deciduous Trees 5 cm cal	each	
.79	Deciduous Trees 4 cm cal	each	
.80	Deciduous Trees 2.4 m height	each	
.81	Shrubs #1 pot	each	

Item	Description	Unit	Price per Unit
.82	Shrubs #2 pot	each	
.83	Shrubs #3 pot	each	
.84	Perennials / Ferns / Grasses #1 pot	each	
.85	Perennials / Ferns / Grasses #3 pot	each	

8.0 FORCE ACCOUNT WORK RATES

8.1 The Bidder offers to provide the following equipment and labour for additional work as authorized by the City for the following unit rates:

	Equipment Type		Rate per hour (all found)
.1	Pickup Truck	\$	/hour
.2	Tandem	\$	/hour
.3	Tandem & Trailer	\$	/hour
.4	Single Axle	\$	/hour
.5	Bulldozer	\$	/hour
.6	Loader	\$	/hour
.7	Rubber Tire Backhoe	\$	/hour
.8	Gradall	\$	/hour
.9	Grader	\$	/hour
.10	Bobcat	\$	/hour
.11	Other	\$	/hour
	Labour Classification		Rate per Hour (all found)
.12	Foreman	\$	/hour
.13	Equipment Operator	\$	/hour
.14	Pipe Layer	\$	/hour
.15	Labourer	\$	/hour
.16	Flag person	\$	/hour
.17	Grade person	\$	/hour
.18	Concrete Finisher	\$	/hour
.19	Carpenter	\$	/hour

	Equipment Type		Rate per hour (all found)
.20	Other (detail):	\$	/hour

9.0 ADJUSTMENTS TO CONTRACT PRICE

9.1 The Contractor further offers to carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions.

10.0 SCHEDULE

10.1 The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City **prior to December 31, 2010.**

10.2 Failure to commence or complete the Work within the time stated may result in cancellation of the contract and completion of the Work by others.

11.0 ADDENDA

11.1 Any addenda issued by the City shall become part of the Bid Documents.

11.2 The Contractor acknowledges receipt of the following addenda and confirms that the Bid has been prepared in accordance therewith:

<u>Addendum No.</u>	<u>Dated</u>	<u>No. of Pages</u>

12.0 SUBCONTRACTORS

12.1 The Contractor confirms that following is a list of all the subcontractors who will be employed for the Work. No other subcontractors will be employed unless prior written approval is received from the City.

<u>Name of Subcontractor</u>	<u>Item of Work</u>

<u>Name of Subcontractor</u>	<u>Item of Work</u>

13.0 CONTRACTOR NUMBERS

- 13.1 Contractor's WorkSafe BC Firm Number is _____
- 13.2 Contractor's City of New Westminster Business License Number is _____
(to be obtained before contract award)

14.0 REFERENCES Note: Failure to complete this section may result in disqualification.

- 14.1 Bidders shall provide sources for three (3) references (companies for whom work of a similar nature was done in the past two (2) years, including the City of New Westminster).

1 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____

2 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____

3 Company Name: _____
Contact Person: _____ Phone: _____
Nature of Contract: _____
Project Date: _____ Approximate Value: _____

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15.0 ACCEPTANCE

15.1 Acceptance of this offer by the City will be made by the issuance of a Letter of Award.

16.0 SIGNATURES

SIGNED, SEALED, AND DELIVERED by the Contractor:

(Contractor's Name)

(Legal Signing Authority)

(Corporate Seal)

(Print Name and Title)

(Date)

End of Bid Form

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1.0 Summary Of Work

- 1.1 The Contractor shall provide all labour, materials, products, equipment, services, and incidentals required to complete the Contract Work as indicated in the Contract Documents and amendments.

2.0 Coordination

- 2.1 The Contractor shall coordinate and direct the execution of the work including directing the subcontractors.

3.0 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of exiting floors, walls, ceilings, or other existing site or building areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish. Obtain written approval from the structural engineer, retained and paid for by the contractor, prior to cutting, coring, and/or drilling into building structural elements.

4.0 Submittals

4.1 Pre-Construction Submittals

- .1 The following submittals shall be provided by the contractor for the Consultant's review within seven (7) days of award of the contract:
- a) Construction Schedule;
 - b) Proof of Insurance (see General Conditions);
 - c) Clearance Letter from WorkSafe BC

4.2 Shop Drawings & Samples

- .1 The Contractor shall provide to the Consultant in a timely manner prior to ordering of the material and equipment.

4.3 Submittals For Substantial Performance

- .1 The following submittals shall be provided by the contractor for the Consultant's review upon the Contractor's request for Certificate of Completion of the Contract:
- a) Final inspection certificates from the authorities having jurisdiction;
 - b) Deficiency list, complete with a cost estimate of the value of remaining deficiencies;
 - c) Record Set Drawings - one set of white print working drawings neatly marked up in red indicating any as-built conditions that vary from the original drawings;
 - d) Data Manuals - 2 copies, typed 8.5" x 11" format, submitted in 3 ring hard cover binders including the following:
 - i) List of Sub-trades;
 - ii) Shop drawings;
 - iii) Operation and maintenance information;
 - iv) Warranties.

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5.0 Maintenance Manuals

5.1 At the time of application for Substantial Performance, provide the City with maintenance manuals as specified in the Contract Documents.

6.0 Utilities And Services

6.1 The City shall provide, at no cost to the Contractor for the related work, cold water, and electrical power.

6.2 The Contractor may use washrooms as designated by the City.

6.3 All other utilities and/or services required by the Contractor shall be the responsibility of the Contractor.

7.0 Security

7.1 The Contractor shall be responsible for the security of the job site building as related to the Work. Comply with all fire regulations during the period of construction. Leave no portion of existing buildings unlocked after public visiting hours at any time. Coordinate with the City as necessary. Except for designated public entrances, all doors will remain locked at all times.

7.2 The contractor's employees are to wear photo identification (provided by the City) at all times when in the work area inside the building.

8.0 Access

8.1 Coordinate with City staff prior to commencing work. Parking is available on site.

9.0 Dangerous Materials

9.1 No gasoline or other dangerous materials shall be stored on the site.

9.2 The Contractor shall separate any dangerous or hazardous materials removed from the site and take to the appropriate recycling or disposal station(s).

10.0 Site Control And Organization

10.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily. Sweep clean all floor areas in, and adjacent to, the work area on a daily basis.

11.0 Site Meetings

11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.

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11.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.

11.3 The Consultant shall record and distribute the minutes of any such meetings.

12.0 Pre-Construction Conference

12.1 The City shall advise the Contractor of the time and location of a pre-construction meeting that representatives of the Contractor and his trades shall attend prior to the start of any construction of this contract. The purpose of the meeting is to review site conditions, scheduling and other contractual items.

13.0 Rectify Damages

13.1 The Contractor shall make good any damage or spillage to adjacent buildings, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the contract and to the satisfaction of the City. The Contractor shall perform all work in a manner that ensures the minimum interference with normal use of public spaces and facilities.

14.0 Rejected Work

14.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be removed from the site by the Contractor and replaced and/or re-examined promptly in accordance with the Contract Documents, all at the Contractor's expense.

15.0 Quality Of Work

15.1 Workmanship shall be of the highest quality. When not specified elsewhere, the Contractor shall perform work in accordance with recognized trade standards and according to product manufacturer's recommendations.

16.0 Temporary Supports

16.1 The Contractor shall be responsible for all temporary supports, bracing, or similar structural work as may be required during the carrying out of the Contract Work.

17.0 Consultation With Owner

17.1 The Contractor shall contact the City immediately:

- .1 For clarification regarding the Contract Work for information in addition to what is provided in the Contract Documents;
- .2 If any conflicts or inaccuracies are discovered in the Contract Documents;
- .3 If any site conditions become apparent that require revisions to the project design and Contract Documents.
- .4 For coordination and approval of shutdowns of building systems. The City prohibits any shutdown of building systems during normal working hours.

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18.0 Protection Of The Public And Others

- 18.1 The Contractor shall take adequate measures to protect the public, City of New Westminster staff, and others on site from injury, damage, or other loss resulting from construction and related activities. Included within the Contractor's work are hoarding, signage, and similar items appropriate for construction conditions and the progress of the job. The City shall have complete jurisdiction over entry of Contractor's workers and vehicle access to site and existing buildings. The Contractor shall make building access arrangements in consultation with applicable staff.
- 18.2 The Contractor will be required to meet with the City's representative on site to review and accept responsibilities as identified in the City's Prime Contractor Designation, Risk Assessment, and Pre-Job Meeting forms.

19.0 Hours Of Work

- 19.1 The Contractor shall carry out all work from 7:30 am through 7:00 pm, Monday through Friday.
- 19.2 The Contractor shall coordinate schedule with the applicable City staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

20.0 Contractor Closeout

20.1 Final Accounting

- .1 Final statement of account - submit to Owner reflecting all adjustments and the following:
- a) Original Contract Sum;
 - b) Additions and deductions resulting from:
 - i) Change Orders;
 - ii) Unit Prices;
 - iii) Other adjustments;
 - iv) Deductions for uncorrected work;
 - c) Total Contract sum as adjusted;
 - d) Previous payments;
 - e) Sum remaining due.
- .2 The City retains the right to obtain proof of payment, in the form of a Statutory Declaration, of all sub-trades and material suppliers from the Contractor prior to making final payment.

20.2 Project Closeout

- .1 Flush clear all drains affected by the work;
- .2 Clean site of materials and debris created by the Construction;
- .3 Submit written acceptance that utility companies have inspected services to their satisfaction;

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- .4 Provide Consultant with all Warranty and Bond Certificates with:
 - a) The proper name and address of the Owner and of the Project;
 - b) The date the warranty commences, which corresponds to the date of Substantial Performance;
 - c) A clear statement of what is being warranted as referenced in the Specifications;
 - d) The signature and seal of the company issuing the warranty, countersigned by the Contractor;
- .5 Attend a final walk-through with the City and Consultant to identify any final deficiencies;
- .6 Make good all known deficiencies in the work and notify the Consultant of readiness for final inspection only after completion of these items;
- .7 The Consultant will review completion of deficiencies during one review only. Additional reviews required to check un-rectified deficiencies or incomplete work will be back-charged by the Owner on the Contractor's progress payments and paid from those funds.

21.0 Special Instructions

- 21.1 The City does not permit smoking in or on the premises at any time.

22.0 Waste Management

- 22.1 The Contractor shall remove all waste from the site within forty-eight (48) hours after demolition.
- 22.2 The waste bins shall be located in an area that does not interfere with the normal operations of the building.
- 22.3 The City does not permit the use of existing on site waste receptacles by the Contractor.
- 22.4 Unless otherwise specified, all materials removed become the property of the Contractor, and must be disposed of in conformance with municipal, provincial, federal and WorkSafe BC requirements.
- 22.5 Separate recyclable and toxic waste materials from the waste stream. Deliver to a local waste management facility.

End of General Requirements

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The Supplementary Conditions revise the General Conditions in the CCDC 2-2008 Stipulated Price Contract as follows:

ARTICLE A-5 PAYMENT

Paragraph 5.3 Interest –

Paragraph 5.3.1 (1) – Delete “..2%..” and substitute “..0%..”

Paragraph 5.3.1 (2) – Delete “..4%..” and substitute “..0%..”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS,

1.1.7.1 Between “the Agreement between the *Owner* and the *Contractor*” and “Definitions” –
Insert “Addenda”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.3 PROGRESS PAYMENT

5.3.2 Delete “10 calendar days” and substitute with “thirty (30) calendar days”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add

- “6.2.3: The allowance for overhead and profit charged by the Contractor and subcontractors shall be as follows:
- .1 Cost of materials and labour plus 10% mark-up by the Contractor for changes in the work performed by the Contractor.
 - .2 Cost of labour and materials plus 10% mark-up by the Contractor on changes in the work performed by the subcontractors.
 - .3 Cost of labour and materials plus 10% mark-up by the subcontractors for changes in the work performed by the subcontractors.
 - .4 The overhead and profit for changes in the work shall include supervision, administrative costs, small tools, miscellaneous materials, layout, additional bonding costs, and recording of the changes on the record drawings.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1

.1 In line 2, after “*Owner* and the *Consultant*” insert “, *sub-consultants* and *special consultants* as identified by the *Owner*.”

.4 In line 1, after “*Owner* and the *Consultant*” insert “, *sub-consultants* and *special consultants* as identified by the *Owner*.”

11.1.1.3 Delete in its entirety

11.1.1.5 Delete in its entirety

CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5