



City of Coquitlam  
**Request for Proposals**  
**RFP No. 16-02-05**

**EXTERIOR PAINT & SEAL**  
at CCAC, CIC & ECC

**Proposals will be received on or before 2:00 pm local time on**  
**Thursday, April 28, 2016**  
(Closing date and time)

**OBTAINING RFP DOCUMENTS**

RFP documents are available for downloading from the City's website:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

**MANDATORY SITE MEETING**

A mandatory site meeting will be held on **Thursday, April 14, 2016 at 9:30 am**

Proponents are to meet at the Front Entrance at:

**Evergreen Cultural Centre**

1207 Pinetree Way, Coquitlam, BC

Proponents are required to register by signing the "sign in" form provided by the City. Proposals will not be accepted from companies that are not registered as attending the mandatory site visit.

**ENQUIRIES**

Questions are to be submitted in writing within 3 business days of the Closing date quoting the RFP name and number and sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)

**ADDENDA**

Proponents are required to check the City's website for any updated information and addenda issued before the closing date at the following website address:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

The City reserves the right to accept or reject any or all Proposals and will not be responsible for any costs incurred by the Proponents in preparing a response.

D. Trudeau

Purchasing Manager

Date of Issue: March 24, 2016

## TABLE OF CONTENTS

	<u>Page</u>
<b>DEFINITIONS .....</b>	<b>4</b>
<b>1. INSTRUCTIONS TO PROPONENTS.....</b>	<b>5</b>
1.1. Project Description .....	5
1.2. Completion Date.....	5
1.3. Preferred Contractor .....	5
1.4. Closing Date & Time .....	5
1.5. Proposal Submission Instructions .....	6
1.6. Enquiries.....	6
1.7. Addenda .....	7
1.8. Cost of Proposal.....	7
1.9. Prices .....	7
1.10. Evaluation Criteria .....	7
1.11. Negotiation.....	8
1.12. Irrevocability and Acceptance of Proposals .....	8
1.13. No Claim.....	9
1.14. No Contract .....	9
1.15. Conflict of Interest.....	9
1.16. Non-Solicitation .....	9
1.17. Liability for Errors.....	9
1.18. Privacy Act.....	10
1.19. Proposal Submission .....	10
1.20. Examination of Proposal Documents and Work Sites.....	10
<b>2. GENERAL CONDITIONS.....</b>	<b>11</b>
2.1 Notification of Award .....	11
2.2 Health and Safety Requirements.....	11
2.3 Guarantee .....	11
2.4 Indemnity.....	11
2.5 Insurance Requirements .....	12
2.6 Independent Contractor.....	12
2.7 Business Licence .....	12
2.8 WorkSafeBC Coverage .....	13
2.9 Prime Contractor and WorkSafeBC .....	13
2.10 Site Control and Organization.....	13
2.11 Operations and Coordination of the Services.....	13
2.12 Hours of Work.....	13
2.13 Environmental Protection.....	14
2.14 Services, Utilities and Infrastructure .....	14
2.15 Equipment, Materials and Workmanship .....	14
2.16 WHMIS.....	15

## TABLE OF CONTENTS

	<u>Page</u>
<b>2. GENERAL CONDITIONS (cont'd)</b>	
2.17 Inspection of Services .....	15
2.18 Force Majeure .....	15
2.19 Damage and Defects.....	15
2.20 Default.....	16
2.21 Cancellation.....	16
2.22 Dispute Resolution .....	16
2.23 Confidentiality .....	17
2.24 Advertisement .....	17
2.25 Subletting.....	17
2.26 Non-Exclusivity.....	17
2.27 Law.....	17
2.28 Payments – Invoicing.....	18

### **APPENDICES:**

- [Appendix A – Scope of Work](#)
- [Appendix B – Specifications](#)
- [Appendix C – Supplementary General Conditions](#)
- [Appendix D – City of Coquitlam Certificate of Insurance Form](#)
- [Appendix E – City of Coquitlam Prime Contractor Designation Form](#)
- [Appendix F – Drawing – ECC & CIC Areas to be Power Washed](#)

### [PROPOSAL SUBMISSION FORM](#)

## DEFINITIONS

**“Contract”** means the City Purchase Order (PO) that will be issued to formalize the acceptance of a Proposal by the City with the successful Proponent. **Acceptance by the City will incorporate by reference**, the RFP documents including Specifications, Terms and Conditions, Drawings, any subsequent information, addenda, negotiation and acceptance by the City. Where it is not stated in the City’s General Conditions, the ***CCDC 2-2008 Stipulated Price Contract Between Owner and Contractor, as amended by City of Coquitlam’s Supplementary General Conditions to the CCDC2-2008 will apply.***

**“City”** means City of Coquitlam.

**“Contractor”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met.

**“Work” “Works”** shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Project Description

The City of Coquitlam (“City”) requests proposals from qualified, experienced companies to provide **Exterior Paint & Seal** at the following facilities:

- 1) **City Centre Aquatic Centre (CCAC) – 1210 Pinetree Way, Coquitlam, BC**
- 2) **Coquitlam Innovation Centre (CIC) – 1207 Pinetree Way, Coquitlam, BC**
- 3) **Evergreen Cultural Centre (ECC) – 1205 Pinetree Way, Coquitlam, BC**

**To be considered companies must be registered with Master Painters and Decorators Association and successfully completed similar relevant projects within the last 2 years.**

For further details refer to:

- **Appendix A – Scope of Work**
- **Appendix B – Specifications & Drawing**
- **Appendix C – Supplementary General Conditions**
- **Appendix D – City of Coquitlam Certificate of Insurance Form**
- **Appendix E – City of Coquitlam Prime Contractor Designation Form**
- **Appendix F - Drawing – ECC & CIC areas to be Power Washed**

### 1.2. Completion Date

The Work shall be completed by **Thursday, September 15, 2016**

### 1.3. Preferred Contractor

The City may use the results of this RFP to establish a contract for painting services for on-going maintenance and repair related projects.

Should there be additional services required over the next two (2) or more years, the City reserves the right to sole source with the successful proponent.

Alternatively, the City may issue a new RFP at their sole discretion.

### 1.4. Closing Date & Time

Proposals will be received on or before 2:00 pm local time on

**Thursday, April 28, 2016**

1.5. Proposal Submission Instructions

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

**1. In the "Subject Field" enter:** RFP Number and Name

**2. Add files in .pdf format and "Send"**

(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proposal submitted shall be deemed to be successfully received when displayed as new email at the City's email address. The City will not be responsible for any delay or for any Proposals not received for any reason, including technological delays or issues by either party's network or email program and the City will not be liable for any damages associated with Proposals not received.

The City at its sole discretion, reserves the right to accept Proposals received after the Closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn by written notice only by an authorized representative of the company, prior to time set as closing time for receiving Proposals sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca).

1.6. Enquiries

**Questions are to be submitted in writing 3 business days prior to the closing date sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)**

If a change or additional information is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and time.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.7. Addenda

**Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address:**

**[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)**

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the information provided, the City's original file copy shall prevail.

1.8. Cost of Proposal

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.9. Prices

All Prices shall be all inclusive in Lump Sum Form (Canadian Funds) exclude GST and shall remain **FIRM** for the completion of the Services.

1.10. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience and Resources

- Established business and demonstrated performance providing services of similar size, scope and complexity
- Company is registered with Master Painters and Decorators Association
- Equipment and resources

Technical

- Methodology, Disposal and Quality Assurance
- Schedule and Completion Date

Financial

- Sustainable Value
- Value added
- Prices (Labour, vehicle & markup rate)

**And, upon selection of one or more lead proponent(s):**

- Interviews may be conducted
- references may be contacted
- Verify insurance, WorkSafeBC and Prime Contractor

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a proposal.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

No Prices, scores, weights or totals will be provided to any Proponents.

Should there be additional services required over the next two (2) year period the City reserves the right to sole source with the successful proponent.

**1.11. Negotiation**

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

**1.12. Irrevocability and Acceptance of Proposals**

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City has the right to not award this work for any reason including choosing to complete the work with the City’s own forces.



No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

1.13. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.14. No Contract

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.15. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.16. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.17. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.18. Privacy Act

Proponents are advised that proposals will become the property and are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.19. Proposal Submission

Proponents should complete and submit the information requested in this section of the RFP document on this Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.20. Examination of Proposal Documents and Work Sites

The Proponent must carefully examine the Proposal Documents and worksite(s). The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquiltam.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document, Drawings, Specifications, Site Visit and Investigation, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

## 2. GENERAL CONDITIONS

### 2.1 Notification of Award

The City will notify the successful Proponent (“Contractor”) in writing of its decision to award the services by issue of a City Purchase Order (‘PO’).

Unless otherwise indicated below, the Standard terms of a **CCDC 2- 2008 Contract** as amended by the City of Coquitlam Supplementary General Conditions will apply.

All information in this RFP Document, Drawings, Specifications, Site Visit and Investigation, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

### 2.2 Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City of Coquitlam. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

### 2.3 Guarantee

- Furnish a two (2) year Painting Association Guarantee.
- Faulty or damaged materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the City on-site within 2 weeks of notification. This shall be at no cost to the City of Coquitlam.

### 2.4 Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-Contractors or employees in the execution of the work.

## 2.5 Insurance Requirements

The Contractor shall submit, upon award by the City of Coquitlam, a **Certificate of Insurance** signed by the Insurance Company certifying that the required insurance policies are in force and that:

- a) **The City of Coquitlam** shall be named as additional insured;
- b) The Contractor shall provide Commercial General Liability (CGL) Insurance satisfactory to the City in the amount of **FIVE MILLION DOLLARS (\$5,000,000.)** inclusive per occurrence.
- c) Automobile Liability insurance, in an amount of not less than **TWO (2) MILLION DOLLARS (\$2,000,000.)** is required on all licensed vehicles owned or used by the Contractor.
- d) Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.
- e) The Contractor shall ensure that all Sub-Contractors carry insurance in the form and limits specified in this clause.
- f) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the City of Coquitlam and the City's written approval of the cancellation, transfer, assignment or alteration.
- g) Form of insurance shall be provided as:  
[City of Coquitlam Certificate of Insurance Form](#)

## 2.6 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.

## 2.7 Business Licence

The Contractor shall maintain a valid City of Coquitlam or Tri Cities Intermunicipal Business License. For information, contact the City's License Department (Tel: 604-927-3085).

2.8 WorkSafeBC Coverage

The Contractor shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The Contractor is responsible for having the site secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion.

2.9 Prime Contractor and WorkSafeBC

The Contractor shall be deemed to be the “prime Contractor” as defined by WorkSafeBC and be absolutely responsible for having the site secured in accordance with WorkSafeBC regulations.

Prime Contractor Form shall be submitted prior to commencing work:

[City of Coquitlam Prime Contractor Designation Form](#) (Required at time of Award).

All work shall be performed in strict accordance with the Workers Compensation Act and WorkSafeBC Occupational Health and Safety Regulation, and in accordance with all other applicable policies, guidelines and standards from authorities having jurisdiction.

2.10 Site Control and Organization

The Contractor shall at all times be responsible for maintaining safety zones around the worksite with safety barricades and signage to protect workers, City Staff and Public.

The Contractor shall at all times keep the site secure, safe, clean and orderly as the Work allows, with the removal of trash and debris daily.

2.11 Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the City such that disruption of the work of all involved is minimized.

2.12 Hours of Work

The Contractor shall carry out the work during normal working hours, and in compliance with the City’s Noise Bylaw. Permits will be required for work outside of normal working hours. The Contractor shall be responsible for obtaining any such permits.

### 2.13 Environmental Protection

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies and Municipal Acts and Bylaws in respect to air, earth and water pollution.

### 2.14 Services, Utilities and Infrastructure

The Contractor is directed to make special enquiry of the authorities, companies, individuals owning or operating all, conduits, cables, tracks and other structures and services, and to determine their character and locations and verify the accuracy of the information obtained.

The City of Coquitlam does not ensure the accuracy of such information and that any such information shown on Drawings is furnished as the best available, and is to be interpreted as the qualified Contractor deems appropriate. The City disclaims all responsibility for its accuracy or sufficiency.

### 2.15 Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

All Work shall be performed by skilled, qualified, and experienced trades' personnel.

All workmanship and materials will be subject at any time to the inspection and approval of the City.

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) BC Provincial Motor Vehicle Act
- c) Master Painters and Decorating Association (MPDA/MPI)
- d) BC Ministry of Transportation and Infrastructure (including standards for traffic control and work zone setup on roadways)
- e) Transport Canada (Transport of Dangerous Goods)
- f) Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

#### 2.16 WHMIS

All products purchased by the City are considered to be required for use in the workplace. All products are required to be labelled as a hazardous or controlled product and a material safety data sheet (MSDS) is to accompany the shipment and is required as a condition of purchase. Shipment of goods which do not comply will be returned to the Contractor at their expense.

#### 2.17 Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City and Consultant. If they are not approved, the City shall have the right to reject them or to require correction.
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for services provided not in accordance with the contract.
- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- d) The City shall be the final judge of all services and its decisions of all questions in dispute will be final.

#### 2.18 Force Majeure

The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond control. The City will not be liable where sites are not available due to strike, lockout, or unique circumstances.

#### 2.19 Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

#### 2.20 Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Contractor, if the successful Contractor:

- Fails to make delivery of the services
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City
- Fails to meet the City's standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

#### 2.21 Cancellation

The contract may be cancelled by either party for any reason without cause or penalty upon 30 days written notice.

The Contractor would be compensated for work provided at the date of notification.

#### 2.22 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.



- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation. The place of litigation shall be in metro Vancouver, BC area.

#### 2.23 Confidentiality

The Contractor agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

#### 2.24 Advertisement

The Contractor shall not advertise its relationship with the City without prior written consent from the City.

#### 2.25 Subletting

The Contractor will not, without the written consent of the City of Coquitlam, assign, sublet or transfer any subsequent contract or any part thereof.

#### 2.26 Non-Exclusivity

The intent of the City is to have one service provider but the acceptance of any proposal, and upon award, does not entitle any Contractor to exclusive rights for the provision of the services.

#### 2.27 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

## 2.28 Payments – Invoicing

The Contractor will submit invoices for goods, services and deliverables that have been provided to the City.

Payment will be made to the Contractor for goods, services and deliverables upon receipt, acceptance and approval by the City.

- a) Invoices are to be sent in .pdf format sent to email: [apinvoices@coquitlam.ca](mailto:apinvoices@coquitlam.ca)
- b) All invoices shall include the Purchase Order number as provided by the City.
- c) The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- d) Invoices shall show taxes separately.

## Appendix A - SCOPE OF WORK

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The Contractor shall provide Exterior Paint & Seal at the following facilities:

- 1) City Centre Aquatic Complex (CCAC): 1210 Pinetree Way Coquitlam, BC
- 2) Coquitlam Innovation Centre (CIC): 1207 Pinetree Way Coquitlam, BC
- 3) Evergreen Cultural Centre (ECC): 1205 Pinetree Way Coquitlam, BC

The Contractor shall provide all materials, tools, machinery, labour and supervision necessary for the Exterior Paint & Seal and disposal. The scope of work includes but is not limited to:

1. Preparation & Power-washing of all surfaces including walkways, stairs, railings around the perimeter of all buildings
2. Painting of all exterior; walls, windows, architectural details, flashing, metal trims and roof hatches (CCAC) as per specifications provided by Consultant (Appendix B).
3. Sealing of all exterior surfaces as specified.
4. Provide a site safety plan for the work
5. Review lift usage, access areas, load issues, possible road placement with traffic control, public access and foot traffic (barricades or fencing)
6. Isolate areas of work to contain falling debris, overspray and safety
7. The City shall provide, at no cost to the Contractor for the related work, the following:
  - cold water
  - electrical power
  - Contractor may use washrooms as designated by the City at start of work

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

### Provisions

1. The Contractor shall be responsible for obtaining/paying for all required licenses and permits.
2. The Contractor is responsible for all lifts & scaffolding required to perform the work.
3. **Debris** - The debris shall become the property of the Contractor other than the items previously described in the Scope of Work. The Contractor shall maintain a clean work site free of hazard daily as all buildings are open to public and staff.
4. The Contractor shall be responsible for the removal and proper disposal of all materials. Debris to be delivered to the landfill in accordance with provincial and local codes and ordinances. All loads shall be covered and secured prior to and during transport. The Contractor relieves the City of Coquitlam of all liability in the disposal of debris. The Contractor is responsible for all fees and permits, if applicable.
5. The Contractor to remove & dispose of surface mounted exterior signage from South side of CCAC and make good surfaces.
6. All power-washing to be performed prior to implementation of the 2016 Metro Vancouver Water Shortage Response Plan Phase 3. Power-Wash work can be completed well in advance of painting work.
7. The work shall be started as weather permitted.
8. The work shall be completed by **September 15, 2016 or sooner**. No delays permitted due to events planned for those facilities.
9. All work on site will be subject to review and confirmation by an independent consultant.
10. The Contractor shall provide the City with a complete paint color coding list of all surfaces for each building.
11. The Contractor shall comply with all legislation, statutes and authorities having jurisdiction.

City of Coquitlam RFP No. 16-02-05  
Exterior Paint & Seal at CCAC, CIC & ECC

## **Appendix B - SPECIFICATIONS**

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**CONSULTANT:  
DAVE LICK  
M.P.D.A. SPECIFICATION SERVICES INC.**

**PART 1 - GENERAL**

**1.1 Description:  
Work Included:**

- .1 Section Includes: All labour, materials, tools and other equipment, services and supervision required to complete all exterior repainting work of all previously painted surfaces as indicated on Finish Schedules and to the full extent of the drawings and specifications.
- .2 Work under this Contract shall also include, but not necessarily be limited to:
  - .a Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to the limits defined under *MPI* Repainting Manual Preparation requirements.
  - .b Specific pre-treatments noted herein or specified in the *MPI* Repainting Manual.
  - .c Sealing / priming surfaces for repainting in accordance with *MPI* Repainting Manual requirements including, but not limited to:
- .3 Include all incidental items not specifically noted above but considered part of the finished surface.
- .4 Refer to Finish Schedule for type, location and extent of exterior repainting required scheduled or specified.
- .5 This Section along with the Finish Schedule forms part of the Contract documents and is to be read, interpreted and coordinated with all other parts.
- .6 Division 0, and Division 1, General Requirements form an integral part of this Section of Work. The Painting Contractor shall refer to these and all other related parts.

## 1.2 Related Sections – Work Excluded:

- .1 Unless otherwise noted, the following work is not included under this Section of work
  - .a Condition of substrates, correction of DSD-4 defects and deficiencies in substrates which may adversely affect repainting work, except for minimal work performed by this trade and preparation of surfaces to receive paint and finishes under this section of work.
  - .b Correction of leaking windows, flashings, decks, membranes, scuppers, stucco or other jurisdictional items.
  - .c All roof cap flashing – **Wash only** (3 buildings)
  - .d Evergreen Cultural Centre- Galvalum canopy decks – **Wash only**
  - .e Evergreen Cultural Centre – Red Block work. **Wash only**
  - .f All aluminum windows, doors and door frames. (3 buildings) **Wash only**
  - .g Roof HVAC units, vents, and ducts except for large duct off roof of Evergreen.
  - .h CCAC: 2– barrel vault canopies. **Wash only** – “*hand wash*” **plexiglass panels**.
  - .i Pre-finished metal soffits (3 buildings) **Wash only**
  - .j Aluminum store front (3 buildings) **Wash only**
  - .k All vertical metal wall cladding (red, blue) **Wash only**
  - .l All factory-finished metal work, wall vents, parking lines, and symbols.

## 1.3 Regulatory Requirements:

- .1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 Notify the MPDA Inspection Agency on award of contract and make application for assignment of an MPDA Technical Representative using appropriate forms supplied by the Agency as well as, finish schedule and list of MPI Approved Products Intended for Use on the Project for verification purposes prior to commencement of work.
  - .a Fully cooperate at all times with the requirements of the MPDA Paint Inspection Agency in the performance of their duties, including providing access and assistance as required to complete inspection work.

- .4 To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to but not limited to:
- .a Retain cleaning water for water-based materials to allow sediments to be filtered out.
  - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
  - .c Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
  - .m Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
  - .n Empty paint cans are to be dry prior to disposal or recycling (where available).
  - .o Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.
  - .p Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.
  - .q The Contractor shall be responsible for recovering and removing from the property **paint chips dislodged from the building exterior surfaces** as a consequence of surface preparation. Recovery will be done as an integral part of surface preparation through scraping, pressure washing or other means. The use of tarpaulins is recommended to collect and remove paint chips. At the conclusion of each work day, leave the premises neat and clean to the satisfaction of the Owner.

#### 1.4 Mock-Ups:

- .1 When requested by the Owner, Authorized Representative or MPDA Technical Representative, prepare and repaint a designated exterior surface area or item to requirements specified herein, with specified paint or coating showing selected colours, gloss / sheen, texture and workmanship to **MPI** Repainting Manual standards for review and approval. When approved, the exterior surface area and/or item shall become the acceptable standard of finish quality and workmanship for similar on-site repainting work.



### **1.5 Submittals:**

- .1 All submittals shall be in accordance with the requirements of Section 01300 - Submittals.
- .2 Submit list of all MPI Approved Products Intended for Use on the Project to the MPDA Inspection Agency for review prior to ordering materials, including sundries.
- .3 Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.
- .4 Submit certification reports for ecologo paint products used.
- .5 If requested submit an invoice list of all paint materials ordered for the Work to the Paint Inspection Agency indicating manufacturer, types and quantities for verification and compliance with specification.
- .6 Submit work schedule for various stages of the Work to the Owner or Authorized Representative for approval if requested.
- .7 At project completion provide an itemized list complete with manufacturer, paint type and colour coding for all colours used for Owner's later use in maintenance.

### **1.6 Product Delivery, Storage and Handling:**

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and colour designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45 F (7 C). Only materials used on this project are to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.

- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.

### **1.7 Temporary Facilities**

- .1 The temporary use of existing electrical power and water services shall be subject to the conditional approval of the Owner. Disconnect all such temporary services as required and remove at job completion; the Painting Contractor shall supply their own hoses, cords, etc.
- .2 Unless otherwise approved or supplied by the Owner, provide temporary dry, heated, ventilated and secure portable self-contained field office/material, equipment and tool storage shed(s) as required for the execution of the work to the requirements of the authorities having jurisdiction.
- .3 Unless otherwise approved or supplied by the Owner, provide and maintain clean, enclosed and screened sanitary facilities for use of trades in accordance with the authorities having jurisdiction.
- .4 At completion ensure all areas are cleaned and made good to the Owner's satisfaction.

### **1.8 Project /Environmental Requirements:**

- .1 It is the Painting Contractors responsibility to conduct all required tests such as moisture content, pH tests, air and surface temperature and all other testing prior to the application of any coatings.
- .2 UNLESS specifically pre-approved by the Owner, Authorized Representative, MPDA Inspection Agency and the applied product manufacturer, perform no exterior repainting work when the ambient air and substrate temperatures are below 50 F (10 C).
- .3 Perform no exterior repainting work unless environmental conditions are within the MPI and paint manufacturer's requirements.

- .4 Perform no exterior repainting work when the relative humidity is above 85% or when the dew point is less than 5 F (3 C) variance between the air and surface temperature.
- .5 Perform no exterior repainting work when the maximum moisture content of the substrate exceeds:
  - .a 12 % for concrete and masonry (clay and concrete brick / block).
  - .b 15% for wood.
- .6 Conduct all moisture tests using a properly calibrated electronic Moisture Meter.
- .7 Test concrete and masonry surfaces for alkalinity as required.

### **1.9 Protection**

- .1 The Painting Contractor shall guard or otherwise protect the Work including all material, plant and real property related to the Work against loss or damage from any cause.
- .2 All ladders, scaffolds, lift equipment and general plant shall be securely locked when not in use to prevent access to the balconies, roofs or through windows by other parties than the Contractor.
- .3 Protect all exterior surfaces and areas, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

### **1.10 Scheduling:**

- .1 Schedule repainting operations to prevent disruption of Owner's operations or building occupants. Obtain written authorization from Owner or Authorized Representative for changes in work schedule.
- .2 Once awarded, (April 2016), work is to be started as soon as possible. Completion to be on or before September 15<sup>th</sup>, 2016.
- .3 CCAC: Replacement roof on CCAC to be done this summer. Painting work to be coordinated with and to coincide with roof replacement work.
- .4 CCAC to be shut down between August 19<sup>th</sup>, 2016 and September 19<sup>th</sup> 2016. The bulk of the painting work is to be done between these 2 dates but to be completed by September 15<sup>th</sup>, 2016.

**1.11 Maintenance Materials:**

- .1 At project completion provide a minimum of 4 liters (1 gallon) of each type and colour of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance.

## **PART 2 - PRODUCTS**

### **2.1 Materials:**

- .1 All materials (primers, paints, coatings, varnishes, stains, etc.) shall be products listed in the latest edition of the *MPI* Approved Product List and shall be from a single manufacturer for each system used.
- .2 Other paint sundries such as linseed oil, shellac, solvents, shall be the highest quality product and shall be compatible with other coating materials as recommended by the MPI Approved product manufacturer.
- .3 All materials and paints shall be lead and mercury free.
- .4 Where required, paint products shall meet *MPI* Environmentally Friendly" [E1] [E2] [E3] ratings based on VOC (EPA Method 24) content levels.
- .5 Caulking and filling compounds shall be as recommended by the Painting Contractors chosen paint manufacturer.
- .6 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to 3.5, Field Quality Control / Standard of Acceptance requirements.
- .7 Slip Resistant Additives (SRA): rubber aggregate or clean / washed silica sand for use with or as a component part of paint (usually floor / porch / stair enamel) on exterior horizontal surfaces as required to provide slip resistance. Where site applied, material to either mixed into paint and mixed constantly to keep material in suspension.

### **2.2 Equipment:**

- .1 Painting Equipment: to best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

### **2.3 Mixing and Tinting:**

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

- .2 Catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.
- .4 If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to the MPDA Inspection Agency.

**2.4 Finish and Colours:**

- .1 Unless otherwise specified herein, all exterior repainting work shall be done in accordance with **MPI** Premium Grade requirements.
- .2 Colours shall be as selected by the Owner or Authorized Representative from a manufacturer's full range of colours. Refer to the Finish Schedule for identification and location.
- .3 Colour selection will be based on four (4) base colours and two (2) accent colours. No more than (six (6)) colours will be selected for exterior painting work on this project unless specified otherwise.
- .4 Provide a slip resistant additive to exterior painted stair treads, landings etc.

**2.5 Gloss / Sheen:**

- .1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following **MPI** gloss / sheen standard values:

<b>Gloss Level</b>	<b>Description</b>	<b>Units @ 60 degrees</b>	<b>Units @ 85 degrees</b>
<b>G1</b>	Matte or Flat finish	0 to 5	10 maximum
<b>G2</b>	Velvet finish	10 maximum	10 to 35
<b>G3</b>	Eggshell finish	10 to 25	10 to 35
<b>G4</b>	Satin finish	20 to 35	35 minimum
<b>G5</b>	Semi-Gloss finish	35 to 70	
<b>G6</b>	Gloss finish	70 to 85	
<b>G7</b>	High-Gloss finish	> 85	

- .2 Gloss level ratings of all painted surfaces shall be as specified herein and as noted on Finish Schedule.

**PART 3 - EXECUTION**

**3.1 Condition of Surfaces:**

- .1 Prior to commencement of repainting work, thoroughly examine (and test as required) all exterior conditions and surfaces scheduled to be repainted and report in writing to the Owner, Authorized Representative and MPDA Inspection Agency where applicable; any conditions or surfaces that will adversely affect work of this section.
- .2 The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the *MPI* Maintenance Repainting Manual. In general the *MPI* DSD ratings and descriptions are as follows:

<b>Condition</b>	<b>Description</b>
<b>DSD-0</b>	Sound Surface (may include visual (aesthetic) defects that do not affect films protective properties).
<b>DSD-1</b>	Slightly Deteriorated Surface (may show fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.) / Minor cosmetic defects (runs, sags, etc.).
<b>DSD-2</b>	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).
<b>DSD-3</b>	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
<b>DSD-4</b>	Substrate Damage (repair or replacement of surface required by others).

- .3 No repainting work shall commence until all such DSD-4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Painting Contractor. The Painting Contractor shall not be responsible for the condition of the substrate or for correcting defects and deficiencies in the substrate, which may adversely affect the painting work except for minimal work normally performed by the Painting Contractor and as, indicated herein. It shall always, however, be the responsibility of the Painting Contractor to see that surfaces are properly prepared before any paint or coating is applied.
- .4 It shall also be the Painting Contractor’s responsibility to paint the surface as specified providing that the owner accepts responsibility for uncorrected DSD-4 substrate conditions.

### 3.2 Preparation of Surfaces:

- .1 Prepare and test all exterior surfaces scheduled for repainting in accordance with MPI Repainting Manual requirements. Refer to the MPI Repainting Manual in reference to specific requirements for the following:
- .2 Remove all mildew, moss, dirt, and other contaminants from surfaces and treat in accordance with MPI Repainting Manual requirements. Hand scrub all areas with mildew in evidence with a solution of one (1) part of household bleach mixed in five (5) parts of water. Let solution sit for approximately 10 to 20 minutes, then rinse all surfaces to remove all traces of solution, repeat procedure until all evidence of mildew has been removed from the surface. This procedure is to be carried out before pressure washing commences.
- .3 Pressure wash exterior surfaces scheduled for painting in accordance with MPI Standards for type of surfaces and recommended pressures to ensure complete removal of all loose and peeling paint, stains, dirt, contaminants and other foreign matter. This work shall be carried out only by qualified tradesman experienced in pressure water cleaning. The use of water hose cleaning will not be considered satisfactory, unless specifically specified. Allow sufficient drying time and test all surfaces using an electronic moisture meter before commencing work.
- .4 Power wash all concrete retaining walls and concrete sidewalks directly connected to the Evergreen Cultural Centre and Innovation Centre.
- .5 All aluminum windows, aluminum framed glass doors, CCAC- plexiglass barrel canopy to be ***“hand washed only”*** Use a suitable building cleaner, scrub brushes, and water hose.
- .6 All metal surfaces shall be cleaned using a heavy duty metal cleaner such as Devprep 88 or equivalent to remove all surface contaminants such as grease, oils and dirt deposits.
- .7 Prior to paint application review all surfaces and remove all remaining loose and peeling paint and non-adhering coating material by the appropriate preparation method for the condition.
- .8 Remove all building attachments such as downspouts and signage not permanently attached to the buildings unless directed by the Owner or Authorized Representative, re-install and clean at completion of Work.



### 3.3 Application:

- .1 Do not commence repainting unless substrates and all environmental conditions are acceptable for the application of products.
- .2 Apply primer, paint or stain in accordance with *MPI* Painting Manual Premium Grade finish requirements unless otherwise specified.
- .3 If the Painting Contractor elects to utilize spray application methods then all coating applications will require back-rolling/brushing unless approved otherwise by the Owner, Authorized Representative or MPDA Inspection Agency.
- .4 Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .5 Apply primer, paint or stain within an appropriate time frame after cleaning and preparation to prevent weathering or water staining of substrate or before environmental conditions encourage flash-rusting, rusting, contamination or when the manufacturer's paint specifications require earlier applications.
- .6 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- .7 Tint each coat of paint progressively darker to enable confirmation of number of coats unless approved by the MPDA Inspection Agency.
- .8 Where deep or bright colours are used allow for the application of additional finish coats to achieve satisfactory results.
- .9 Sand and dust between each coat to provide an anchor for next coat and to remove surface defects such as runs, sags, etc. on existing and new coatings were applicable for the surface texture.
- .10 Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .11 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.
- .12 Where touch-up painting is undertaken and found to be noticeable, the entire surface will require repainting from break to break or corner to corner.

### **3.4 Priming and Back Priming**

- .1 Exterior new woodwork which is to receive a paint finish, shall be primed with an MPI Approved primer compatible with the finish system.
- .2 Top and bottom edges of wood and metal doors exposed to the exterior shall be coated with the finish system.
- .3 Factory-finished metals and PVC piping shall be primed with an MPI Approved solvent based bonding primer where applicable.

### **3.5 Field Quality Control / Standard of Acceptance:**

- .1 All surfaces, preparation and paint applications shall be inspected by the MPDA Inspection Agency.
- .2 Repainted exterior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the MPDA Technical Representative and not limited to:
  - .a brush/roller/tracking, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
  - .b spray application defects such as dry spray, gun spits, heavy orange peel etc.
  - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
  - .d damage due to application on moist surfaces.
  - .e damage and/or contamination of paint due to wind-blown contaminants (dust, sand blast materials, salt spray, etc.).
- .3 Repainted exterior surfaces shall be considered unacceptable if any of the following are evident under natural lighting conditions:
  - .a visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance not less than 1000 mm (39”).
  - .b visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance not less than 1000 mm (39”).
  - .c visible defects are evident on soffit and other overhead surfaces when viewed at 45 degrees to the surface
  - .d when the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.

- .4 Repainted surfaces rejected by the Owner or Authorized Representative or MPDA Technical Representative shall be made good at the expense of the Painting Contractor.

**3.6 Clean-up:**

- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that will not cause damage to the finished surfaces.
- .2 Keep work area free from any unnecessary accumulation of tools, equipment, surplus materials and debris.
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.
- .5 All brushes, rollers and spray equipment solvent residue shall not be disposed into site drains, utility sinks or any other water drainage systems.

**3.7 Exterior Finish Schedule:**

- .1 Repaint exterior surfaces in accordance with the following **MPI** Repainting Manual requirements:

Location and Substrate	DSD No.	Paint System	Gloss Level
<p>REX 3.1- Vertical Concrete Surfaces.</p> <p>Concrete retaining walls  Concrete side walks  Concrete steps  Concrete foundation</p>	<p>N/A</p>	<p>“Power wash” all concrete surfaces in accordance with City of Coquitlam Directives.</p> <p>“See drawing”</p>	<p>N/A</p>
<p><b>REX 4.2- Concrete Masonry Units</b></p> <p>All Concrete Block walls  Red Block Walls.</p> <p><i>Note:</i></p> <p><i>Clear water repellent applied from the top of the wall surface down to the 10 foot mark.</i></p>	<p>2</p>	<p><b>REX 4.2-H-Clear Water Repellent</b></p> <p>After cleaning and power washing, apply MPI #117 – Clear Water Repellent as per manufacturer’s guidelines.</p>	<p>1</p>
<p><b>REX 4.2- Concrete Masonry Units</b></p> <p>All concrete Block Walls  Evergreen: Including Storage and garbage enclosure.</p> <p><i>Note:</i></p> <p><i>Apply anti-graffiti sealer from the ten foot level down to ground.</i></p>	<p>2</p>	<p><b>REX 4.2-F (Modified) Clear Anti-Graffiti Concrete Sealer.</b></p> <p>After cleaning and power washing, apply Fabrikem PR 61 –Clear anti-Graffiti Sealer to all concrete block walls.</p> <p>As per manufacturer’s guidelines.</p> <p><b><i>From the ten foot level to ground.</i></b></p>	<p>1</p>

Location and Substrate	DSD No.	Paint System	Gloss Level
<p><b>REX 4.1: Clay Masonry Units.</b></p> <p>Brick walls</p> <p><i>Note:</i> Clear water repellent applied from the top of the wall down to the 10 foot level.</p>	<p>2</p>	<p><b>REX 4.1-F: Clear Water Repellent</b></p> <p>After cleaning and power washing apply MPI #117 Clear Water Repellent as per manufacturer’s guidelines.</p>	<p>1</p>
<p><b>REX 4.1- Clay Masonry Units.</b></p> <p>Brick Walls.</p> <p><i>Note:</i> Apply Anti-Graffiti Clear Sealer from the 10 foot level down to ground.</p>	<p>2</p>	<p><b>REX 4.1-F (modified) Clear Anti-graffiti Concrete Sealer.</b></p> <p>After cleaning and power washing. Apply “Fabrikem PR-61 Clear Anti-Graffiti Sealer as per manufacturer’s guidelines.</p>	
<p><b>REX 5.1- Structural Steel and Metal Fabrication.</b></p> <p>Evergreen steel canopy frames, braces, posts. Steel horizontal beams All steel hand rails. Steel fencing and frames Overhead steel door frames CCAC: exterior slide – steel framing, metal roof hatch Steel stairway and rails Steel gas lines Steel bollards Evergreen –Steel Siamese fire pipe stand</p> <hr/> <p><b>Separate price:</b> See Separate pricing page. Evergreen Cultural Centre Innovation Centre All steel lamp poles</p>	<p>2,3</p>	<p><b>REX 5.1-C: W.B. Light Industrial Coating</b></p> <p>After cleaning and sanding: (feather edge all chipped areas)</p> <p>Spot prime all bare metal with MPI #79- Alkyd Anti-Corrosive Primer.</p> <p>Follow with a “transition coat” of MPI #17- W.B. Bonding Primer.</p> <p>Finish with 2 coats of MPI # 163- W.B. Light Industrial Coating – Semi-gloss.</p> <hr/> <p><i>See finishing schedule:</i> 5.1- Structural and Misc. Steel</p>	<p>5</p>

Location and Substrate	DSD No.	Paint System	Gloss Level
<p><b>REX 5.3- Galvanized Steel</b></p> <p>Galvanized steel doors Galvanized steel door frames Evergreen – roof area. Large galvanized steel round elbow duct running up to red wall by building sign.</p>	<p><b>2,3</b></p>	<p><b>REX 5.3-J: W.B. Light Industrial Coating</b></p> <p>After cleaning prime all bare metal with MPI #134- W.B. Galvanized Primer.</p> <p>Follow with two coats of MPI #163- W.B. Light Industrial Finish.</p> <p><i>Note:</i></p> <p><i>Transition coat required over any existing Alkyd or factory finish.</i></p>	<p><b>5</b></p>
<p><b>REX 9.1: Stucco</b></p> <p>Stucco walls.</p>	<p><b>2</b></p>	<p><b>REX 9.1- A: Latex.</b></p> <p>After cleaning apply 2 coats of MPI #15- Exterior Low Sheen Latex.</p> <p><i>Note:</i></p> <p><i>Caulking of all cracks and joints (up against door and window frames) to be done after the first coat of finish is applied.</i></p>	<p><b>3,4</b></p>
<p><b>REX 10.2: Bituminous Coated Surfaces.</b></p> <p>All metal down pipes.</p>	<p><b>3</b></p>	<p><b>REX 10.2-A: Latex (modified)</b></p> <p>After cleaning apply a full prime coat of MPI #107- W.B. anti-corrosive primer.</p> <p>Follow with 2 coats of MPI #163- W.B. Light Industrial Coating.</p>	<p><b>5</b></p>

Location and Substrate	DSD No.	Paint System	Gloss Level
<p><b><u>Exterior Building Signage:</u></b></p> <p><b><u>Evergreen Cultural Centre: (2)</u></b></p> <p>Upper Wall signage. (2) Raised letter wall signage</p> <p><b><u>Innovation Centre: (1)</u></b></p> <p>Raised letter wall signs.</p> <hr/> <p><b><u>CCAC: City Centre Aquatic Complex. (1)</u></b></p> <p>Signage to be removed.</p> <p>Make good south stucco wall surface before paint application.</p>	<p>2</p>	<p><b><u>Exterior Signage:</u></b></p> <p>After cleaning and sanding, apply two coats of MPI #163-W.B. Light industrial Coating – Semi-gloss.</p> <p>Match to existing colours.</p>	<p>5</p>

City of Coquitlam RFP No. 16-02-05  
Exterior Paint & Seal at CCAC, CIC & ECC

## **Appendix C**

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# **CITY OF COQUITLAM SUPPLEMENTARY GENERAL CONDITIONS (Construction Document CCDC-2-2008)**



These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 – 2008 and form a part of this *Contract*.

In the event of any conflict between the provisions of the Standard Construction Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

Standard Construction Document CCDC-2—2008 is amended as follows:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**ARTICLE A-3 CONTRACT DOCUMENTS**

1. The Agreement is amended by including “Part C – Schedule 1 - City of Coquitlam Certificate of Insurance Form – Construction”.

**ARTICLE A-5 PAYMENT**

2. The Agreement is amended by deleting Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

**NEW ARTICLE**

3. The Agreement is amended by adding the following new Article after Article A-8:

**ARTICLE A-9 TIME OF THE ESSENCE**

- 9.1 All time limits stated in this *Contract* are of the essence of the *Contract*.

**GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

**PART 1 GENERAL PROVISION**

**GC 1.1 CONTRACT DOCUMENTS**

4. Section 1.1.8 is amended by replacing the term “sufficient copies” with “a pdf copy”.

5. Section 1.1 is amended by adding the following new subsection:

- 1.1.11 The *Contractor* is responsible for the installation and the coordination of metric and imperial dimensioned products and materials as may be applicable.

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 AUTHORITY OF THE CONSULTANT**

6. Section 2.1 is amended by adding a new subsection after subsection 2.1.3 as follows:

2.1.4 If a Consultant is not engaged on the Project, the Owner will fulfill the requirements of a Consultant.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

7. Section 2.3 is amended by adding a new subsection after subsection 2.3.7 as follows:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the contract documents, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.

## **PART 3 EXECUTION OF THE WORK**

### **G.C. 3.5 CONSTRUCTION SCHEDULE**

8. Section 3.5 is amended by adding the following new subsection after subsection 3.5.1.3:

3.5.1.4 The *Contractor* will perform the *Work* in compliance with the construction schedule. If, for any reason, the *Work* falls behind the schedule for the *Work* set forth in the construction schedule the *Contractor* shall as part of the *Work* either:

- (a) if in accordance with the *Contract Documents* the delay entitles the *Contractor* to a time extension the *Contractor* shall forthwith prepare and deliver to the *Consultant* a revised construction schedule to the reasonable satisfaction of the *Consultant* indicating the revised dates for the remaining activities of the *Work*; or
- (b) if in accordance with the *Contract Documents* the delay does not entitle the *Contractor* to a time extension then the *Contractor* shall take such steps as required to bring the *Work* back into conformity with the construction schedule.

Failure to comply with the requirements of this section shall be deemed to be a default under the *Contract* to which the provisions of GC 7.1.2 apply.

### **GC 3.6 SUPERVISION**

9. Subsection 3.6.1 is amended by adding the following sentence at the end of the subsection: “The appointed *Contractor* representative shall not change without consultation with and written acceptance of the *Owner*, which acceptance will not be unreasonably withheld.”

### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

10. Subsection 3.7.2 is amended by adding the following sentence at the end of the subsection: “The *Contractor* shall not employ any *Subcontractor*, or change *Subcontractor*, without the written approval of the *Owner*, which approval will not be unreasonably withheld.”
11. Subsection 3.7.3 is deleted in its entirety and replaced with the following:
  - 3.7.3 If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Contractor’s* personnel, *Subcontractors* or *Suppliers*, then the *Contractor* will, on written request from the *Owner*, replace such personnel, *Subcontractor* or *Supplier* immediately.
12. Section 3.7 is amended by adding the following new subsections after subsection 3.7.6:
  - 3.7.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work*.
  - 3.7.8 The *Contractor* shall coordinate the *Work* of all of its *Subcontractors* and *Suppliers* and determine to what extent *Work* specified in each section of the specifications is effected by *Work* indicated elsewhere and make all necessary allowances for their integration. All additional *Work* resulting from the failure to make such determination shall be done at no cost to the *Owner*.
  - 3.7.12 The *Contractor* shall indemnify and hold harmless the *Owner*, its agents, servants and employees, from and against all costs, claims, damages, debts, sums, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a *Subcontractor*, *Supplier* or labourer with whom the *Contractor* or any of its *Subcontractors* or *Suppliers* has contracted in relation to the *Work*.

### **GC 3.8 LABOUR AND PRODUCTS**

13. Subsection 3.8.2 is amended by adding the following after “consultant”: “Products which are not specified shall conform to current applicable specifications and regulations of the Canadian Standards Association, Technical Builders' Bulletin, Canadian Government Specifications Board, National Building Code, British Columbia Building Code, American Society for Testing and Materials, Trade Association Specifications and all authorities having jurisdiction at the Place of the Work.”
14. Section 3.8 is amended by adding the following new subsections after subsection 3.8.3:
  - 3.8.4 Immediately upon receiving from the *Consultant* or the *Owner* a written notice stating the *Consultant's* or the *Owner's* reasonable objection to the work conduct of any superintendent, foreman or worker on the Project site, the Contractor will remove such persons from the Project site.
  - 3.8.5 No person shall with relation to his employment or eligibility for employment be discriminated against by reason of his or her race, colour, ancestry, place of original, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age, or because he or she has been convicted of a criminal or summary conviction offence that is unrelated to the employment.
  - 3.8.6 The *Contractor* shall supply labour that is compatible with other labour employed on the Work. In the event of labour disputes arising from the provision of skilled or unskilled labour by the *Contractor* or its *Subcontractors*, the *Contractor* shall, to the satisfaction of the *Owner* or *Consultant*, as applicable, make such arrangements as are necessary to preclude delay to the Work or to the work of others at the Project Site.

### **GC 3.9 DOCUMENTS AT THE SITE**

15. Subsection 3.9.1 is amended by inserting the words “reviewed shop drawings” immediately after “*Contract Documents*”.
16. Section 3.9 is amended by adding the following as a new subsection after subsection 3.9.1:
  - 3.9.2 Record drawings to be maintained and available to view by *Consultant* and *Owner*.

### **GC 3.10 SHOP DRAWINGS**

17. Section 3.10 is amended by adding the following new subsections after subsection 3.10.12:

3.10.13 Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner's* property.

3.10.14 Electronic submissions and electronic review stamp by the *Consultant* are acceptable.

### **PART 4 ALLOWANCES**

#### **GC 4.1 CASH ALLOWANCES**

18. Subsection 4.1.4 is amended by:

- a) in all instances deleting the words “any cash allowance”, and replacing them with “all cash allowances”.
- b) at the end of the last sentence, adding the following new sentence: “The *Contractor's* overhead and profit on costs exceeding the amount of the allowance shall be ten (10%) percent on *Work* performed directly by the *Contractor*, and five (5%) percent on *Work* performed by *Subcontractors*.”

19. Section 4.1 is amended by add the following new subsection after subsection 4.1.7:

4.1.8 Expenditures of the cash allowance are to be directed as per GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE, at the *Owner's* directive. All *Work* under cash allowance is to be competitively bid unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on expenditures of a cash allowance, including all unallocated amounts.

### **PART 5 PAYMENT**

#### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

20. Section 5.1 is deleted in its entirety.

## **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

21. Subsection 5.2.3 is amended by:
- a) deleting “and Products delivered to the Place of the Work”; and
  - b) adding the following at the end of the subsection: “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”
22. Subsection 5.2.7 is deleted in its entirety and replaced with:
- 5.2.7 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.
23. Section 5.2 is amended by adding the following new subsections after subsection 5.2.7:
- 5.2.8 A draft application for payment is to be submitted to the *Owner* on the 25<sup>th</sup> of the month.
- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentations as determined by the *Owner*.

## **GC 5.3 PROGRESS PAYMENT**

24. Subsection 5.3.1.3 is deleted in its entirety and replaced with:
- 5.3.1.3 The *Owner* shall use its best efforts to make payment to the *Contractor* on account as provided in Article A-5 of the agreement, such payment to be net 30 days from the date on which the invoice is delivered to the *Owner*.
25. Section 5.3 is amended by adding the following new subsections after subsection 5.3.1:
- 5.3.2 The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor's* behalf.
- 5.3.3 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the

lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.

- 5.3.4 In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* or *Owner* estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

26. Section 5.4 is amended by:

- a) adding the words “or Owner” after the word “Consultant” in subsection 5.4.2 and 5.4.3; and
- b) adding the following new subsection after subsection 5.4.3:

5.4.4 Should the *Consultant* or *Owner* find significantly more incomplete or deficient *Work* than those listed by the *Contractor* with its application, the *Consultant* or *Owner* may elect to terminate its inspection and to not issue a certificate of *Substantial Performance*. If the *Consultant* or *Owner* terminates its inspection, the *Contractor* shall compensate the *Owner* for the additional time and expenses incurred by the construction manager, *Consultant*, *Sub consultants* and *Owner* in relation to multiple inspections.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

27. Subsection 5.5.3 is deleted in its entirety.

#### **GC 5.7 FINAL PAYMENT**

28. In subsection 5.7.4, the words “no later than 5 days after the issuance of a final certificate for payment” are deleted and replaced with “net 30 days from invoice date, on a best effort basis”.

29. Section 5.7 is amended by adding the following new subsection after subsection 5.7.4:

- 5.7.5 The issuance of a final certificate for payment in no way relieves the *Contractor* from correcting defects or deficiencies not apparent at the time the certificate is issued.

## **PART 6 CHANGES IN THE WORK**

### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

30. Subsection 6.1.2 is amended by adding the following to the end of the sentence: “[...] or written approval to proceed.”

### **GC 6.2 CHANGE ORDER**

31. Subsection 6.2.1 is amended by adding the following at the end of the subsection: “A *Change Order* shall be a final determination of adjustments in the *Contract Price*, *Contract Time* or both, as applicable. There shall be no adjustment to the *Contract Price* or *Contract Time* should the *Contractor* fail to present a request for a specific adjustment in response to a notice describing a proposed change in the *Work*.”
32. Subsection 6.2.2 is amended by adding “[...] and be noted on the Change Order schedule of values” at the end of the sentence.
33. Section 6.2 is amended by adding the following new subsection after subsection 6.2.2:
- 6.2.3 The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*:
- (a) by estimate and acceptance in a lump sum;
  - (b) where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
  - (c) by costs and a percentage fee for overhead and profit as calculated below:
    - (i) for *Change Orders* not covered by allowances, the *Contractor's* overhead and profit and supervision shall be 10% on *Work* performed directly by the *Contractor*, and 5% on work performed by *Subcontractors*;
    - (ii) the *Subcontractor's* allowance for overhead and profit and supervision shall be 10% of the actual cost of all *Change Orders* attributed to the *Subcontractor's Work*, as determined by this paragraph;



- (iii) where the *Change Order* involves the substitution of one type of *Product* for another the “actual cost” of the *Change Order*, whether credit or extra, shall be the net difference in the “actual cost” defined above.

### **GC 6.3 CHANGE DIRECTIVE**

- 34. Subsection 6.3.7.1 is amended by adding the word “construction” before “personnel”, and after “personnel” adding: “[...] excluding administrative, clerical and supervisory personnel, and for only the portion of their time required for the Work attributable to the change.”
- 35. Section 6.3. is amended by adding the following new subsection after subsection 6.3.13:
  - 6.3.14 all other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of section 6.2.3 of GC6.2 CHANGE ORDER.

### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 36. Section 6.4 is amended by adding the following new subsection after subsection 6.4.4:
  - 6.4.5 The *Contractor* acknowledges that it has inspected the *Place of the Work* for the physical conditions described in GC 6.4.1 and has disclosed its findings to the *Owner*. The *Contractor* agrees not to seek any increases in the *Contractor’s* cost or time to perform the *Work* in respect of any conditions that were or ought to have been discovered upon reasonable inspection by the *Contractor* prior to the date of the *Contract*.

### **GC 6.5 DELAYS**

- 37. Subsection 6.5.4 is amended by adding the following at the end of the subsection: “[...] No claim for additional time arising from a delay will be applicable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

38. Subsection 6.6.5 is amended by adding the following at the end of the subsection: “[...]. No claim for additional payment arising from a delay will be payable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

39. Subsection 7.2.3.1. is deleted in its entirety.

## **PART 8 DISPUTE RESOLUTIONS**

### **GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

40. Section 8.2 is deleted in its entirety and replaced with the following:

- 8.2.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this *Contract* or related to this *Contract* (“Dispute”) using the dispute resolution procedures set out in this section.

#### **Negotiation**

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

#### **Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may, by delivery of written notice to the other party, refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

### **Litigation**

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the metro Vancouver area.

## **PART 9 - PROTECTION OF PERSONS AND PROPERTY**

### **G.C. 9.1 PROTECTION OF WORK AND PROPERTY**

41. Section 9.1 is amended by adding the following new subsection after subsection 9.1.4:

9.1.5 In the event of a delay or shut down which results in a stoppage of the Work, the Contractor shall take all reasonable steps to protect the Work for the entire period of the delay or shut down. The cost of such protection shall be paid as follows:

- (a) if under 6.5.1, or 6.5.2, the Owner will pay,
- (b) if under 6.5.3, the Contractor will pay.

## **PART 11 – INSURANCE AND CONTRACT SECURITY**

### **G.C. 11.1 INSURANCE**

42. Section 11.1 is deleted in its entirety and replaced with the following:

11.1.1 The *Contractor* shall, without limiting its obligations or liabilities under this *Contract* or otherwise, and at its own expense, provide and maintain for the duration of the *Contract Time* and the applicable warranty period, insurance policies in the following forms and amounts:

- (a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;
- (b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and

- (c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the Contractor or its agents or employees for the performance of the Work, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.
- (d) **Builders risk and wrap up** liability for the value of the project for 12 months completed operations. The Contractor is responsible to pay for the premiums and deductible amounts to cover all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.

11.1.2 All insurance policies required under this *Contract* must:

- (a) name the **Owner** as an additional insured;
- (b) be primary and not require the sharing of any loss by the Owner or any insurer of the Owner;
- (c) include cross liability and severability of interests clauses such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured;
- (d) include, but not be limited to: premises and operators liability, broad form products and completed operations, Owner's and Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;
- (e) be endorsed to provide the Owner with at least 30 days advanced written notice of cancellation or material change restricting coverage;
- (f) be issued by insurers licensed to conduct business in British Columbia.

11.1.3 In the event the insurance requirements specified in the City of Coquitlam Insurance Certificate Form—Construction, attached to the *Contract* differs from the requirements in section 11.1.1 above, then the provisions of the City of Coquitlam Insurance Certificate Form shall prevail.

11.1.4 The *Contractor* shall provide the *Owner* with evidence of the required insurance prior to commencement of the *Work* and as requested by the *Owner* from time to time.

## **PART 12 – INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTIES**

### **G.C. 12.1 INDEMNIFICATIONS**

Section 12.1 is deleted in its entirety and replaced with the following:

- 12.1.1 The Contractor will indemnify and save harmless the *Owner*, its employees and agents, including the *Consultants*, from and against any and all losses, claims, damages, action, causes of action cost and expenses that the owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the *Contractor* pursuant to this *Contract*, excepting always liability arising out of the independent negligent acts of the *Owner*.
- 12.1.2 At the *Owner's* option, the *Contractor* shall, at his own expense, promptly assume the defense of any claim, suit or any other proceeding and promptly pay any and all costs that may be incurred by or against the *Owner*. The *Owner* may, as a condition precedent to any payment hereunder, require the *Contractor* to submit waivers or releases extinguishing all claims of any person, firm or corporation.
- 12.1.3 If any encumbrance be placed upon or obtained against the property comprising the site of the *Work*, or as a result of any such suit or proceeding, the *Contractor* shall forthwith cause the same to be discharged. In the event that the *Contractor* fails to remove the said encumbrance(s), the *Owner* may pay whatever monies are necessary to fully discharge these encumbrances and all of its cost in that regard may be deducted from monies otherwise payable to the *Contractor*.

### **GC 12.2 WAIVER OF CLAIMS**

- 43. Subsections 12.2.3, 12.2.4, 12.2.5, 12.2.9 and 12.2.10 are deleted in their entirety and subsections 12.2.6, 12.2.7 and 12.2.8 renumbered accordingly.

### **GC 12.3 WARRANTY**

- 44. Subsections 12.3.1 and 12.3.6 are deleted in their entirety. Subsection 12.3.1 is replaced with the following:
  - 12.3.1 The warranty period under the *Contract* is two (2) year from the date on which final certificate of payment is issued by the *Owner* under subsection 5.7.3.

45. Subsection 12.3.3 is deleted and replaced with the following:

12.3.3 The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one year warranty period, which Notice in Writing may specify the time within which the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

46. Subsection 12.3.4 is amended by adding the following at the end of the subsection: “The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under subsection 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected materials that may be disturbed and which shall be required in the complete restoration of the original finish.”

47. Subsection 12.3 is amended by adding the following new subsection after subsection 12.3.6:

12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

**ADD THE FOLLOWING:**

48. Standard Construction Document CCDC-2-2008 is further amended by adding the following new sections after Section 12:

**PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

**13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

13.1.1 All documents submitted to the *Owner* will be in the custody or control of, or become the property of, the *Owner* and as such are subject to the *Freedom of Information and Protection of Privacy Act* (B.C.) and may be disclosed pursuant to that Act or otherwise required by law.

## **PART 14 CONFIDENTIALITY**

### **14.1 CONFIDENTIALITY**

- 14.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.
- 14.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.
- 14.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

## **PART 15 SEVERABILITY**

### **15.1 SEVERABILITY**

- 15.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:
- (a) separate and severable from this *Contract*; and
  - (b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability without affecting any of the remaining provisions of this *Contract*, which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.

END OF SUPPLEMENTAL GENERAL CONDITIONS

City of Coquitlam RFP No. 16-02-05  
Exterior Paint & Seal at CCAC, CIC & ECC

## **Appendix D**

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# **CERTIFICATE OF INSURANCE FORM**



**THIS FORM IS TO BE COMPLETED BY THE INSURANCE BROKER**

(A fillable form is also available for electronic completion on the City's website):

[http://www.coquitlam.ca/Libraries/Coquitlam\\_Forms/Certificate\\_of\\_Insurance\\_-\\_Standard\\_Form.sflb.ashx](http://www.coquitlam.ca/Libraries/Coquitlam_Forms/Certificate_of_Insurance_-_Standard_Form.sflb.ashx)

 This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that **thirty (30) days' notice of cancellation** or reduction in applicable limit of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

**NOTE: INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA.**

 This Certificate is issued to: **City of Coquitlam**, 3000 Guildford Way, Coquitlam, BC V3B 7N2

<b>Insured</b>	<b>Name:</b>		
	<b>Address:</b>	<b>Email:</b>	<b>Phone:</b>
<b>Broker</b>	<b>Name:</b>		<b>Agent's Name:</b>
	<b>Address:</b>	<b>Email:</b>	<b>Phone:</b>

**Project to which this Certificate applies:**

<b>Contract No.:</b> 16-02-05	<b>Exterior Paint &amp; Seal at City Centre Aquatic Complex (CCAC), Coquitlam Innovation Centre (CIC) &amp; Evergreen Cultural Centre (ECC)</b>
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**COMMERCIAL GENERAL LIABILITY** coverage is required to insure against liability from the activities arising out of operations or work in connection with the above-described project, including liability arising out of the use of City property.

Type of Insurance	Insurer Name and Policy Number	Policy Term (dd/mm/yy)	Limits of Liability/Amounts
<b>Section 1:</b> <b>Commercial General Liability</b> <input checked="" type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims Made Form		From:	Bodily Injury, Death & Property Damage
		To:	\$ _____ Per Occurrence <input checked="" type="checkbox"/> <b>MINIMUM \$5,000,000</b>
<input type="checkbox"/> Umbrella Liability		From:	\$ _____ Aggregate
		To:	\$ _____ Deductible
<input type="checkbox"/> Excess Liability		From:	\$ _____ Umbrella Limit
		To:	\$ _____ Excess Limit
<b>Section 2</b> Other:		From:	\$ _____ Limit
		To:	\$ _____ Deductible

**Particulars of General Liability Insurance (Sections 1 & 2):  indicates that the coverage is included.**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> City of Coquitlam As Additional Insured<br><input checked="" type="checkbox"/> Premises & Operations<br><input checked="" type="checkbox"/> Broad Form Products & Completed Operations<br><input checked="" type="checkbox"/> Owners & Contractors Protective<br><input checked="" type="checkbox"/> Blanket Contractual<br><input checked="" type="checkbox"/> Unlicensed Automobile Liability<br><input checked="" type="checkbox"/> Cross Liability/Severability of Interests<br><input checked="" type="checkbox"/> Employees As Additional Insureds<br><input checked="" type="checkbox"/> Non-Owned Automobile<br><input checked="" type="checkbox"/> Attached Machinery<br><input checked="" type="checkbox"/> Occurrence Property Damage<br><input checked="" type="checkbox"/> Contingent Employer's Liability | <input checked="" type="checkbox"/> Broad Form Loss of Use<br><input checked="" type="checkbox"/> Coverage is Primary and not contributory<br><input checked="" type="checkbox"/> Personal Injury<br><input type="checkbox"/> Use of explosives for blasting<br><input type="checkbox"/> Vibration from pile driving or caisson work<br><input type="checkbox"/> Demolition<br><input type="checkbox"/> Shoring and Underpinning Hazard<br><input type="checkbox"/> Water Ingress Coverage<br><input type="checkbox"/> Work below ground level over 3 meters (XCU extension) | <input type="checkbox"/> 12 months Completed Operations<br><input type="checkbox"/> 24 months Completed Operations<br><input type="checkbox"/> Aircraft/Aviation Liability<br><input type="checkbox"/> Non-owned aircraft liability<br><input type="checkbox"/> Watercraft liability<br><input type="checkbox"/> Non-owned watercraft liability<br><input type="checkbox"/> Pollution Liability<br><input type="checkbox"/> Asbestos |
|---|--|--|

<b>Section 3:</b> <b>Automobile Liability</b> (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From:	Personal Injury & Property Damage
		To:	\$ _____ Limit <input checked="" type="checkbox"/> <b>MINIMUM \$2,000,000</b>

It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Broker Authorization (Signature & Stamp)	Date
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City of Coquitlam RFP No. 16-02-05  
Exterior Paint & Seal at CCAC, CIC & ECC

## Appendix E

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# PRIME CONTRACTOR DESIGNATION FORM



APPENDIX E  
**PRIME CONTRACTOR DESIGNATION FORM**

**CITY OF COQUITLAM RFP NO:** 16-02-05

**PROJECT NAME:** Exterior Paint & Seal at City Centre Aquatic Complex (CCAC), Coquitlam Innovation Centre (CIC) & Evergreen Cultural Centre (ECC)

(The “Contractor”) represents, acknowledges and agrees that:

1. in accordance with section 118 of the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 (the “*Workers Compensation Act*”), the Contractor shall be the “Prime Contractor” and is qualified to act as the “Prime Contractor” in respect of the Project;
2. the Contractor accepts the duties and responsibilities for coordination of health and safety in accordance with the *Workers Compensation Act* and further agrees that it will do everything necessary to establish and maintain a system or process that will insure compliance with the *Workers Compensation Act* and the Regulations thereto;
3. the Contractor shall fulfill all the obligations of an “Owner” under section 119 of the *Workers Compensation Act* in respect of the Project site; and
4. that the City of Coquitlam has fulfilled its obligations as an “Owner” under section 119 of the *Workers Compensation Act*, in respect of the Project site.

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*Please return a signed copy of this memo to the City of Coquitlam. If you have any questions, please contact the City’s Health and Safety Advisor at 604-927-3068.*

City of Coquitlam RFP No. 16-02-05  
Exterior Paint & Seal at CCAC, CIC & ECC

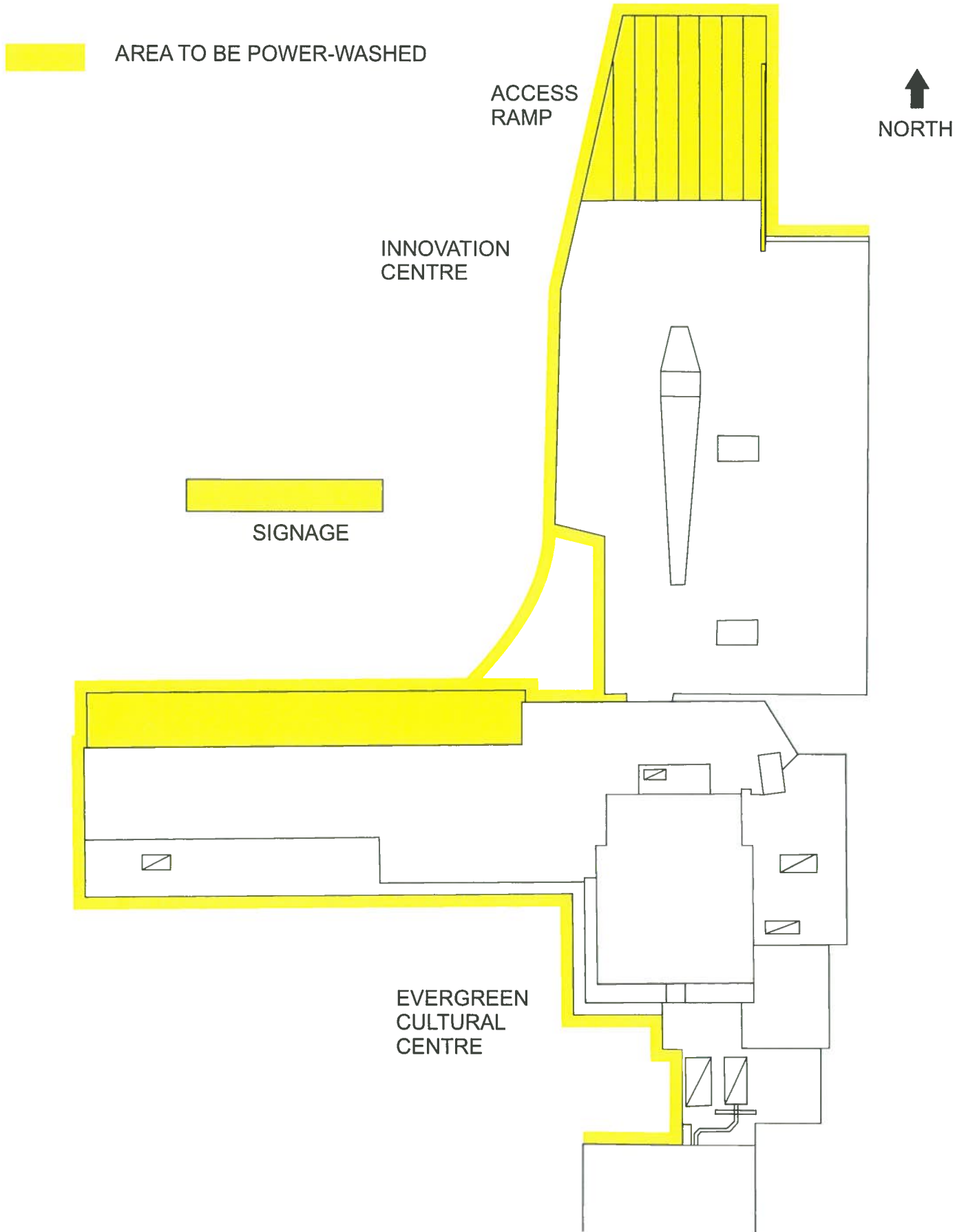
## **Appendix F**

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### **Drawing**

### **ECC & CIC Areas to be Power Washed**

Appendix F - Drawing - ECC & CIC Areas to be Power Washed





City of Coquitlam

**REQUEST FOR PROPOSALS**  
**RFP No. 16-02-05**

**EXTERIOR PAINT & SEAL**  
at CCAC, CIC & ECC

Proposal will be received on or before 2:00 pm local time on

**Thursday, April 28, 2016**  
(Closing date and time)

**INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

- 1. In the "Subject Field" enter:** RFP Number and Name
- 2. Add files in .pdf format and "Send"**  
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3060 or fax 604-927-3035.

**PROPOSAL SUBMISSION FORM**

Complete and return this section

Submitted By: \_\_\_\_\_  
(Company Name)

**1. PRICE**

1.1. Services

All service provided is to be in accordance with all governing regulatory authorities within the City of Coquitlam.

**Prices proposed are to be all inclusive; therefore include all labour, material, tools, equipment, transportation, fuel, supervision, limb grinding, disposal fees, permit fees and any other items required for provision of the services (excluding GST):**

Required Services	Price (exclude GST)
1) Total Lump Sum Price for the provision of all Power-wash, Exterior Paint & Seal and Sign removal at <b>CCAC – City Centre Aquatic Complex:</b>	\$
2) Total Lump Sum Price for the provision of all power-wash, Exterior Paint & Seal at the <b>CIC - Coquitlam Innovation Centre:</b>	\$
3) Total Lump Sum Price for the provision of all power-wash, Exterior Paint & Seal at <b>ECC - Evergreen Cultural Centre:</b>	\$
<b>TOTAL Lump Sum Price</b> (exclude GST)	\$

Optional Services	Price (exclude GST)
1) Evergreen Cultural & Innovation Centre – Prep and paint all steel lamp poles in and around both facilities and in parking subsequent parking lots.	\$
	\$
<b>TOTAL Lump Sum Price</b> (exclude GST)	\$

**2. ADDITIONAL CREW SERVICE RATES**

The following are rates that would be used for valuing additional work and services beyond the scope of this RFP on an “as needed and when requested” basis. These rates are all inclusive without limitation, including all labour, wages, benefits, equipment, transportation, fuel, mobilization, overhead and profit.

	<b>Labour Crew with Truck and Equipment</b>	<b>Rate Per Hour (exclude GST)</b>
1.	During Regular Hours: (state time)	\$
2.	Outside Regular Hours: (state time)	\$

**ADDITIONAL RATES:**

Additional Services would be charged at the following rates:

		<b>Rate Per Hour (exclude GST)</b>
1.		\$
2.		\$
3.		\$

**3. SUBCONTRACTORS**

The following Sub-Contractors will be utilized in provision of the services and will comply with all the terms and conditions of this RFP:

	<b>Type of Service</b>	<b>Company Name</b>
1.		
2.		



**4. WORK SCHEDULE**

The Proponent states that they are available and ready to start this work and confirms the work shall be fully completed on or before **Thursday September 15, 2016.**

Work Schedule Dates		
Activity	Start Date	Completion Date
Demobilization		
Completion Date		

**5. EQUIPMENT AND VEHICLES**

Equipment, vehicles and power tools used at the work site must be clearly identified. Please list Proponent’s vehicles and equipment which is owned or leased and would be used in providing the services. Demonstration of the equipment, vehicles and tools offered may be required and must comply in all respects with all applicable standards, requirements and governing regulations of CSA and the BC Motor Vehicle Act.

<b>Equipment and Vehicles</b>		
<b>Equipment (including power tools to be used)</b>	<b>Make / Model</b>	<b>Year</b>

**6. METHODOLOGY, DISPOSAL and QUALITY ASSURANCE**

Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work.

Proposals should address the plan for the delivery, set up and execution of the work; as well as the disposal, recycle or reuse for the surplus materials.

Provide the name of the project superintendent on-site that would be responsible for the work and what measures will be used to maintain quality control at the worksite to completion of the project.

Describe the risk factors anticipated and how the Proponent intends to mitigate these.

**7. SUSTAINABLE PRACTISES AND INITIATIVES**

Describe all initiatives, policies or programs that illustrate your firm’s efforts towards sustainable practises and responsibility in providing the services and products and in managing the disposal, recycling in re-using of waste materials.

**(Social/Ethical, Environmental, Economic/Financial)**

**8. VALUE ADDED**

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

**9. HEALTH AND SAFETY PROGRAM**

a) Does your firm have a written safety program in place that meets the requirements of WorkSafeBC?

Yes  No

b) If no is checked, describe how safety training is accomplished.

**10. EXPERIENCE AND REFERENCES**

Provide references and contact information from recent similar relevant projects. By submitting a proposal, Proponents consent to the City to check and verify information provided. Contracts indicated below should be related to operations similar in size, scope and complexity:

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

**11. ACCEPTANCE**

The City requests that proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We confirm that this proposal is open for acceptance by the City for a period of: \_\_\_\_ days.

**12. CONFLICT OF INTEREST DECLARATION**

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the Cities, their elected or appointed officials or employees:

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**13. ADDENDA**

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

**14. AUTHORIZATION**

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, applicable to this RFP:

<b>Company Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>GST Registration No.:</b>	
<b>Project Contact:</b> Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
<b>Contact Email:</b>	
<b>Name &amp; Title of Authorized Signatory:</b> (please print)	
	<b>Signature:</b>
<b>Date:</b>	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.