



**City of Coquitlam
Tender No. 16-08-01**

Lobby Renovation at Dogwood Pavilion

Issue Date: September 6, 2016



CITY OF COQUITLAM

INVITATION TO TENDER

Tender Number: 16-08-01

PROJECT NAME: Lobby Renovation at Dogwood Pavilion

Description: The City of Coquitlam (the "Owner" "City") invites Tenders for
Lobby Renovation at Dogwood Pavilion
located at **1655 Winslow Ave, Coquitlam BC.**

The work includes the provision of all equipment, labour, disposals, materials and incidentals required to complete the work as described herein these tender documents.

The general components of Work includes, but is not limited to:

- Removal and disposal existing reception desk
- New reception desk
- New walls, windows and doors
- Relocation of glass doors
- Construction of new office and volunteer alcove
- Removal of existing tile flooring and installation of new
- Removal of existing carpeting and installation of new
- Painting
- Mechanical, including ducting and force flow heaters
- Electrical, including outlets, lighting, and relocation of annunciator panel

Refer to the project drawings and specifications for a complete description of the scope of work and services required.

Obtaining Tender documents:

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

www.coquitlam.ca/BidOpportunities

Printing of Tender documents and drawings is the sole responsibility of the Tenderers.

Non-Mandatory Site Information Meeting:

A non-mandatory site information meeting is scheduled for **Monday September 12, 2016 at 10:00 am.**

Tenderers are to meet at **Dogwood Pavilion, Reception area, 1655 Winslow Ave, Coquitlam, B.C.**

Submission of Tenders:

Tenders **must be accompanied by a copy of the original specified 10% Bid Bond and will be received on or before:**

Tender Closing Date: Thursday September 22, 2016
Tender Closing Time: on or before 2:00 pm local time

Tender 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

- 1. In the "Subject Field" enter: Tender 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)

Late Tenders will not be accepted. Tenders will not be opened in public.

Inquiries:

Inquiries are to be submitted in writing no later than 5 business days prior to the Tender Closing Date quoting the Tender name and number sent to Email: bid@coquitlam.ca
The Owner does not retain a bidder's list or bidder's registry.

Addenda:

Tenderers are required to check the City's website for any updated information and addenda issued before the Tender Closing Date at:

www.coquitlam.ca/BidOpportunities

Upon submitting a Tender, Tenderers are deemed to have received all Addenda issued and posted on the City's website and considered the information for inclusion in the Tender price submitted.

Should there be any discrepancy in the Tender documentation provided, the Owner's original file copy shall prevail.

The lowest or any Tender will not necessarily be accepted. The Owner reserves the right to accept or reject any or all Tenders. The Owner also reserves the right to cancel any request for Tender at any time without recourse by the Tenderer.

The Owner will not under any circumstances be responsible for any costs incurred by the Tenderer in preparing the Tender.

CONSULTANT DIRECTORY

Prime Consultant: Andrea Hajdo Forbes Architect

END OF SECTION

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LOBBY RENOVATION AT DOGWOOD PAVILION
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END OF SECTION

CITY OF COQUITLAM
TENDER No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION

PART A

Introduction

City of Coquitlam (the “Owner”)

Project/Contract: LOBBY RENOVATION AT DOGWOOD PAVILION

Project/Contract No.: *Tender No. 16-08-01*

1.0 Introduction

Tenders for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Coquitlam (the “Owner”) for a **LOBBY RENOVATION AT DOGWOOD PAVILION**.

2.0 Project Description

The project consists a renovation to the lobby of Dogwood Pavilion, including a new reception desk and added office space.

Dogwood Pavilion is an active Senior’s Centre and the Pavilion will remain open during the renovation. The Contractor will be responsible to maintain a safe and clean working environment at all times as per WorkSafe BC and City of Coquitlam requirements. The Contractor will be responsible for all dust control measures and hoarding required to suit the work area. Any particularly loud or dusty works must be performed outside of operation hours at the Contractors expense.

Local address: 1655 Winslow Ave, Coquitlam

Dogwood Pavilion Hours:

Monday & Friday: 8:30 am – 4:15 pm

Tuesday, Wednesday & Thursday: 8:30 am – 8:30 pm

Saturday: Closed

Sunday: 12:00 pm – 4:00 pm

To be considered, Tenderers must comply with the following:

- **Corporate experience on projects of similar size, scope and complexity, within the last five (5) years, that employs qualified technical and skilled trades personnel.**

The Tender Price is to be inclusive of all supervision, coordination, equipment, labour, disposals, materials and incidentals required to complete the work as described herein these Tender Documents.

2.1 The Work on this project generally includes, but is not limited to:

- Removal and disposal existing reception desk
- New reception desk
- New walls, windows and doors
- Relocation of glass doors
- Construction of new office and volunteer alcove

- Removal of exiting tile flooring and installation of new
- Removal of existing carpeting and installation of new
- Painting
- Mechanical, including ducting and force flow heaters
- Electrical, including outlets, lighting, and relocation of annunciator panel

2.2 General Requirements

- Submission of Shop drawings as per drawings and specifications
- Any required inspections and certifications
- Samples and Mock-ups
- Dust Control and Hoarding
- As-Built documentation, warranties and commissioning
- Complete site clean-up

2.3 Scheduling

The Contractor is to schedule the renovation to maintain an active reception area at all times. The new reception desk must be installed and operational before the old desk can be removed.

The work be required to be phased to minimize any impacts to daily building operations.

3.0 Definitions and Interpretations

In this Tender the following definitions shall apply:

“City” “Owner” means City of Coquitlam;

“Closing Date and time” means the closing date, time and place as set out in Part B section 1.1 of the Instructions to Tenderers;

“Consultant” means the architect, engineer or other professional consultant engaged to provide services to the Owner.

“Contract” or “Agreement” means a formal written contract between the Owner and a Tenderer, whose Tender the Owner has accepted, to undertake the Work, the preferred form of which is attached as Part D of the Tender;

“Contract Document” means the agreement between the Owner and Contractor, the Definitions and the General Conditions shall be based on those contained in Canadian Construction Document’s Committee CCDC 2 Stipulated Price Contract - 2008, amended and supplemented herein;

“Contractor” means a Tenderer whose Tender the Owner has accepted and to whom the Contract has been awarded;

“Drawings” means the graphic and pictorial portions of the Tender Documents issued as an appendix to the ITT;

“Email” address means bid@coquitlam.ca

“Form of Tender” means the Form of Tender in Part C of the ITT;

“GST” means the Goods and Services tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended;

“ITT” means this Invitation to Tender No. 16-08-01;

“Notice of Award” means a written letter of intent from the Owner to a Tenderer that the Owner accepts the Tenderer’s Tender;

“Notice to Proceed” means a written notice from the Owner to a Tenderer to whom a Notice of Award has been delivered, directing the Tenderer to proceed with the Work in accordance with the Tender Documents;

“Owner” “City” means the City of Coquitlam.

“Place of the Work” means the Place of the Work the designated site or location of the Work identified in the Tender Documents and Contract Documents;

“Provide” means supervise, supply, deliver, install, commission and warranty.

“Specifications” means Part F of the Tender Documents consisting of the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work;

“Tender” means the Form of Tender submitted to the Owner in response to this ITT;

“Tenderer” means any person(s) or entity (ies) submitting a Tender in response to this ITT;

“Total Tender Price” means the amount stipulated by the Tenderer in the space provided in the Form of Tender which, for greater certainty, is the Tenderer’s proposed Contract Price;

“Website” means www.coquitlam.ca/BidOpportunities

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the requirements of the Contract Documents to be performed and fulfilled by the Contractor; and

“Work Site” means the place or places where the Work is to be performed.

END OF SECTION

CITY OF COQUITLAM
TENDER No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION

PART B

Instructions to *Tenderers*

1.0 Closing Date and Time and Instructions for Tender Submission

- .1 Tenders must be submitted on the Form of Tender provided, accompanied by a copy of the original 10% Bid Bond and will be received by the Owner on or before:

Tender Closing Date: Thursday September 22, 2016
Tender Closing Time: 2:00 pm local time

- .2 Tenders 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

1. In the "Subject Field" enter: Tender 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)

Tenderers are responsible to allow ample time to complete the submission process. For assistance, phone 604-927-3060 or Fax 604-927-3035.

- .3 Tenders submitted shall be deemed to be received when displayed as a new email in the in-box of the Owner's email address. The Owner will not be responsible for any delay or for any Tenders not received for any reason, including technological delays or issues by either party's network or email program, and the Owner will not be liable for any damages associated with Tenders not received. Late receipt will be a cause for rejection.
- .4 The City reserves the right to accept late Tenders to allow for technological delays. The city also reserves the right to accept Tenders received by fax, e-mail or hand delivered.
- .5 For the purpose of the Tender submission, digital copies of original documents and signatures sent electronically are accepted. Original documents are required upon request by the City.
- .6 Unevaluated Tender results will be forwarded to participants by email after the Tender closing.
- .7 Tender submissions 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.
- .8 Tenderers will not discuss or communicate with one another, the preparation of their Tenders. Each Tenderer will ensure that its participation and that of its team members, in the Tender process is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.

2.0 Withdrawal of Tenders

- .1 Tenders may be withdrawn prior to the Tender Closing Date and time upon written request sent to Email: bid@coquitlam.ca

Request for withdrawal must be made by an authorized representative of the Tenderer.

3.0 Late Tenders

- .1 Late Tenders will not be accepted or considered.

4.0 Amendments to Tenders

- .1 Tenders may not be revised or amended after the closing time.

5.0 Inquiries

- .1 All inquiries are to be submitted in writing no later than 5 business days prior to Tender Closing Date quoting the Tender Name and Number

Sent to Email: bid@coquitlam.ca

- .2 The Owner reserves the right not to respond to inquiries made within 5 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Tenderers at the discretion of the Owner.
- .3 Tenderers finding discrepancies or omissions in the Tender documents, or having doubts as to the meaning or intent of any provision, should immediately notify the Owner. If the Owner determines that an amendment is required to this ITT, the Owner will issue an addendum in accordance with section 7. No oral conversation will affect or modify the terms of this ITT or may be relied upon by any Tenderer.

6.0 Addenda

- .1 **Tenderers are required to check the City's website for any updated information and addenda issued before the Closing Date at:**

www.coquitlam.ca/BidOpportunities

- .2 If the Owner determines that an amendment is required to this Tender, the Owner will issue a written addendum by posting it on the City's website. Any changes to the Tender Documentation issued by means of written Addenda and posted on the City's website and will form part of the Tender. No amendment of any kind to the Tender is effective unless it is posted in a formal written Addendum on the City website.

- .3 Upon submitting a Tender, Tenderers will be deemed to have received notice of all Addenda that are posted on the City's website and deemed to have considered the information for inclusion in the Tender submitted.

7.0 Tender Documents

- .1 Tender Documents are available for downloading from the City of Coquitlam website at:

www.coquitlam.ca/BidOpportunities

- .2 The following is the list or description of the Tender Documents referred to in the Tender for the above named project:
- (a) Cover Page, Consultant Directory and Table of Contents to the ITT;
 - (b) Part A – Introduction;
 - (c) Part B – Instructions to Tenderers
 - (d) Part C – Form of Tender, including Appendices and Schedules;
 - (e) Part D – Standard Construction Document CCDC 2, 2008, Agreement, Definitions, the General Conditions of the Stipulated Price Contract
 - (f) Part E – City of Coquitlam, Supplementary General Conditions, Stipulated Price Contract CCDC 2 - 2008;
 - (g) Part F – Drawings/Specifications listed;
 - (h) Part G – Pre-Renovation Hazardous Building Materials Survey
 - (i) All other specifications and drawings for the Work referred to in any of the above listed documents; and,
 - (j) Any and all amendments, addenda, and questions and answers issued by the Owner prior to the Closing Time.

8.0 Examination of Contract Documents and Place of Work

- .1 By submitting a Tender, Tenderers shall be deemed to have inspected and examined the Place of Work and surroundings and to have reviewed all applicable Contract Documents in order to obtain a satisfactory comprehension of the Work required and shall satisfy themselves and make all investigations necessary as to the quantities, Place of the Work and nature of the work, the means of access to the site, the accommodation and facilities they may require, and the conditions under which the labour force will be employed, and in general have themselves obtained all necessary information, local or otherwise, as to risks, contingencies, and other circumstances which may influence or affect their Tender. Additional payment will not be allowed for any such site conditions which a Tenderer, experienced in work similar to the Work, would have observed by these inspections.
- .2 The Owner gives no guarantee of any kind in relation to any Work site or geotechnical information provided in or with the Tender documents. Tenderers must evaluate such information themselves relative to actual conditions.

9.0 Tender Submission Form and Contents

- .1 **Submission** - Tenders should reference the Tenderer's name, title of the project and Tender reference number.
- .2 **Form of Tender** – Tenderers should complete the **Form of Tender attached as Part C, including Appendices 1 to 8**. Tenderers are encouraged to respond to the items listed in Appendices 1 to 8 in the order listed. Tenderers are encouraged to use the forms provided and attach additional pages as necessary.

(*Note - Schedules 1 through 3 of Part C – FORM OF TENDER are not to be included with your Tender submission.)

- .3 **Signature** - The legal name of the person or firm submitting the Tender should be signed by a person authorized to sign on behalf of the Tenderer.

For the purpose of this Tender, electronic signatures will be accepted as defined by the Electronic Transactions Act.

10.0 Total Tender Price

- .1 The Total Tender Price is to be entirely in Canadian currency and will consist of:
 - (a) the total of all prices for all items listed in the Form of Tender; and
 - (b) all applicable taxes and fees, excluding GST
- .2 The Total Tender Price will include any and all amounts the Tenderer will accept for performing the Work and any and all costs of any kind that the Tenderer might incur in connection with the Work, including, without limitation, all costs of labour, supervision, materials, equipment, traffic control, provisions required to ensure maintaining the site operational throughout the Term of the project, financing, posting bonds, completion of substantial completion documentation, carrying insurance and overhead and any and all profits.
- .3 The Owner, in respect of any Tender, in order to meet budget limitations, or for any reason, may choose to proceed with only some, but not all of the Work, as originally described in the Tender documents, and as bid on in any Tender, and accept a Tender on that basis, in which case the scope of the Work will be reduced to those items identified in a Notice of Award as being the Work with which the City wishes to proceed and the Total Tender Price will be adjusted accordingly.

11.0 Opening of Tenders

- .1 Tenders will not be opened in public. The unevaluated Tender results will be forwarded by email to participating Tenderers.

12.0 Tender Status

- .1 Tenderers will be notified in writing of the award of Tender.

13.0 Bonding

- .1 Each Tender shall be accompanied by a Bid Bond duly completed by a surety company authorized and licensed to carry on business in British Columbia and having an office in British Columbia, payable to the “City of Coquitlam”, in the amount of ten percent (10%) of the Total Tender Price.
- .2 The Contractor shall, no later than 5 business days after receipt of “Notice of Award”, provide to the Owner a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, or as otherwise agreed to in writing from the Owner”. The cost of all Bond premiums shall be included in the Total Tender Price, and noted on the schedule of pricing sheet.
- .3 The forms of the Bonds should be those issued by the Canadian Construction Documents Committee as follows:

Bid Bond:	CCDC 220 (latest)
Performance Bond:	CCDC 221 (latest)
Labour and Material Payment Bond:	CCDC 222 (latest)

14.0 Owner’s Interest (Acceptance of Tenders)

Notwithstanding anything to the contrary contained in the ITT or any other document, material or communication:

- .1 The Owner will not necessarily accept the Tender with the lowest Total Tender Price, or any Tender, and the Owner reserves the right to reject any and all Tenders at any time without further explanation and to accept any Tender the Owner considers to be in any way advantageous to it. The Owner’s acceptance of any Tender is contingent on having sufficient funding for the Work and a Contract with a Tenderer. Tenders containing qualifications will be considered to be non-conforming Tenders in that they will fail to conform to the requirements of the Tender documents and on that basis they may be disqualified or rejected. Nevertheless, the Owner may waive any non-compliance with the requirements of the Tender documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these Tender documents, and the Owner, at its discretion, may consider non-conforming Tenders and accept a non-conforming Tender.
- .2 Where the Owner is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exists on the face of the Tender, the Owner may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of its Tender. Such clarification may include the acceptance of any further documents or information which will then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the Owner will be without any duty or obligation on the Owner to advise any other Tenderers or to allow them to vary their Total Tender Prices as a result of the acceptance of clarification from any one or more Tenderers and the Owner will have no liability to any other Tenderer(s) as a result of such acceptance of clarification.

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LOBBY RENOVATION AT DOGWOOD PAVILION
PART B – INSTRUCTIONS TO TENDERERS**

- .3 All Tenders will remain open for the Owner to accept at any time for a period of sixty (60) calendar days after the Closing Time.
- .4 If the Owner considers that all Tenders are priced too high, it may reject them all.
- .5 The Owner, prior to awarding of any Contract, may negotiate with the Tenderer presenting the lowest priced Tender, or any Tenderer, for changes in the Work, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders, and the Owner will have no liability to any Tenderer as a result of such negotiations or modifications.
- .6 The Owner and its representatives, agents, Consultants and advisors will not be liable to any Tenderer for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Tenderer in preparing and submitting a Tender, or participating in negotiations for a final Contract, or other activity related to or arising out of this ITT, including in the event the Owner accepts a non-compliant Tender or otherwise breaches the terms of this ITT.
- .7 The Owner may award a Contract on the basis of policies and preferences not stated or otherwise than as stated in the ITT.
- .8 The Owner may evaluate Tenders on the basis of experience, qualifications, reputation and resources and will consider favourably Tenderers that have or comply with:
 - **Corporate experience on projects of similar size, scope and complexity, within the last five (5) years, that employs qualified technical and skilled trades personnel.**
- .9 A pre-award meeting will be conducted with the preferred Contractor prior to award to confirm project details and expectations of the City.

15.0 Fees, Permits and Licenses

- .1 The Tenderer will obtain and purchase all required permits (with exception of the Building Permit), licenses including a Coquitlam business license, and certificates required for the performance of the Work. Provide the review authorities with such plans and information as may be required for issue of acceptance certificates. Furnish review certificates to the Owner and/or consultant in evidence that Works installed conform to the requirement of the authority having jurisdiction.
- .2 The Owner will not be liable in any way for any such costs not included in the Tender, except as may otherwise be indicated in the Tender documents, and the successful Tenderer will indemnify the Owner for and save it harmless from any and all losses incurred with respect thereto.
- .3 The Building Permit has been obtained and will be provided to the contractor prior to start of construction.

16.0 Codes and Standards

- .1 Execute the Work in accordance with all applicable codes, standards and authorities having jurisdiction.
- .2 Conform to the latest issue of codes and standards specified, as amended and revised on the date of receipt of Tenders unless otherwise required to meet applicable Codes and Standards.
- .3 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specification Board (CGSB), Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and other referenced organizations.
- .4 If required by the Owner and/or consultant(s), the manufacturer/supplier shall furnish documentation indicating compliance with the requirements of the B.C. Building Code including, and where required, certification by a Professional Engineer registered in the Province of British Columbia.

17.0 Conflict of Interest

- .1 In submitting a Tender, the Tenderer represents and warrants that:
 - a) Prior to submitting the Tender, the Tenderer has disclosed to the Owner in writing any actual or potential conflict of interest;
 - b) The Tenderer has not and will not offer or provide any gifts or personal benefit to any elected or appointed representative or employee of the Owner;
 - c) Except as disclosed in writing by the Tenderer, no elected or appointed representative or employee of the Owner:
 - i) Has any interest in the Tenderer by way of ownership or management, or
 - ii) Is entitled to have any interest in the Contract or any benefit arising therefrom; and
 - d) The Tenderer has not and will not solicit or lobby any individual elected or appointed representative or employee of the Owner in regard to the award of the Contract.

18.0 Discrepancies in Tender Submission

- .1 If there are any obvious discrepancies, errors or omissions in the Appendix 1 Schedule of Prices (Contract Price) then the Owner shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Tender as submitted, and in particular:
 - (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
 - (b) If a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;

- (c) If an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.
- (d) If there is a discrepancy between the written total Tender price and amount stated in numerical figures, the amount stated in writing shall prevail.

19.0 Product Approval

- .1 Wherever any material, machinery, equipment and fixtures ("**Product**") is specified or shown herein by description of proprietary items, model numbers, catalogue numbers, manufacturer, trade names or similar reference, the Tender and award of the Contract will be based upon the use of such products. Use of such product descriptions in the Tender documents is intended to establish a reference by which to measure the quality of the products required for the Work. In respect of specific situations for which two or more interchangeable products are shown or specified in the Tender documents, the Tenderer may choose which to use.
- .2 **For approval of products for use in substitution for those specified in the Tender documents, Tenderers will submit a request in writing to the Owner at least seven (7) working days prior to the closing date.** Requests will clearly define and describe the product for which approval is requested and be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data or other information necessary to completely describe the product.

20.0 Scheduling, Completion and Coordination

- .1 Time is of the essence for all purposes in relation to the ITT, the Contract and the Work. This requirement can be waived only by explicit written waiver by the Owner and any such waiver will not be a general waiver but will be effective only as explicitly stated in the written waiver.
- .2 The Tenderer agrees to execute the Contract and start work under the Contract within approximately seven (7) working days of the Notice to Proceed.

Construction shall be substantially complete by **Friday December 16th, 2016.**

Note: All work is to be completed as per agreed upon construction schedule.

- .3 Within fourteen (14) working days of the receipt of the Notice of Award for the Contract, the successful Tenderer will also be required to submit a site specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards; site use plan (showing; access routes, muster station, fire safety equipment, emergency contact numbers, public safety measures, etc.) mitigation measures; site orientations; safety meetings; first aid attendant requirements; and training requirements and record keeping.

21.0 List of Subcontractors and Materials Suppliers

- .1 The Tenderer will insert in the Tender, in Appendices 4 and 5, a list of proposed Subcontractors, providing their names, addresses of places of business and the part of the Work to be performed and/or the equipment or materials to be supplied by each of them. Pursuant to Appendix 4, the Owner reserves the right to object to any of the Subcontractors and Suppliers listed in a Tender. If the Owner objects to a listed Subcontractor and/or Supplier then the Owner will permit a Tenderer to, within five (5) Working days, propose a substitute Subcontractor and/or supplier acceptable to the Owner. A Tenderer will not be required to make such a substitution and, if the Owner objects to a listed Subcontractor and/or supplier, the Tenderer may, rather than propose a substitute Subcontractor and/or supplier, consider its Tender rejected by the Owner and by written notice withdraw its Tender.

22.0 Non-Resident Withholding Tax

- .1 If the Tenderer is a non-resident of Canada and does not provide to the Owner a waiver of regulation letter, the Owner will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

23.0 Confidentiality

- .1 All Tenders become the property of the Owner and will not be returned to the Tenderer. Tenders will be held in confidence by the Owner unless otherwise required by law. Tenderers should be aware the Owner is subject to the Freedom of Information and Protection of Privacy Act of British Columbia and Tender contents may be disclosed if required to do so pursuant to the Act.

24.0 Protection of Public, Work, Property, Material On-site, Access and Site Security

- .1 Protection of the public from all construction hazards is the full responsibility of the Contractor. This includes protecting the users of the facilities adjacent to the work site.

Safety hoarding (consisting of minimum 1.8 metre high construction fencing) to the minimum extent shown on the plans, signs warning of construction activity, construction flag personnel and all other appropriate safety measures must be installed and implemented prior to any construction and monitored for effectiveness throughout the Contract. All hoarding and other site protection measures must be completely removed from the project by the Contractor upon completion of all Work.
- .2 Adequately protect all work completed or in progress. Any work damaged or defaced due to failure to provide such protection shall be removed and replaced or repaired, as directed by the Owner and/or Consultant(s) at no increase in the Total Tender Price(s).

- .3 The Tenderer shall assume full responsibility for any damage to existing local roads, paving, walks, adjacent building and property, services, etc., caused by construction operations. The Tenderer shall repair and make good same, or bear the expense of such repairing.
- .4 Security and care of all material delivered to site is full responsibility of the Contractor.
- .5 The Tenderer shall notify the Owner and/or Consultant(s) immediately of any damage to existing amenities or services and shall remove and replace its work at no additional charge to allow repairs or replacement to affected damaged amenities or services.
- .6 Special attention is to be given to any existing fire protection and alarm systems. Prevention plan and procedures are to be put in place to eliminate false alarms.
- .7 The Contractor will be responsible for site security and site safety throughout the Contract duration.
- .8 Designated access to and from the construction site as indicated on the plans. Where the designated access is not shown on the plans, the Contractor will be responsible for identifying the construction access route to the work area and for obtaining the necessary approval from the City of Coquitlam.

All construction traffic must use the designated site access including heavy equipment, trucks and workers' personal vehicles.

The Contractor will be responsible for maintenance of the construction access, and any temporary accesses constructed to access the field work area. This will include keeping the existing paved access roads and parking lot areas clean of silt and dirt as well as repair of any pavement or concrete curbs broken due to construction activity. The Contractor is also responsible to restore the disturbed areas to existing condition or better after construction, as determined by the consultant or Owner.

25.0 Specifications

- .1 The Tenderer shall be responsible for all materials and labour required to complete the Work to the full intent of the Drawings and Specifications including changes made by addenda, supplemental instructions, Change Directives or Change Orders. The Specifications are complimentary to the Drawings and details and what is required by any one shall be as binding as if required by all.
- .2 The Definitions and General Conditions of the Contract, Supplementary General Conditions, and General Requirements all form an integral part of each individual section of the Specifications and shall be read, interpreted, and coordinated with all other parts.

26.0 Disposal of Waste

- .1 Fires, burning or burying of rubbish and waste materials on the site are not permitted.
- .2 Disposal of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers are prohibited.
- .3 A container for waste must be provided. Any hazardous materials shall be kept separate. Disposal of any waste materials must be in accordance with authorities and regulatory bodies having jurisdiction.

27.0 Cleaning During Construction

- .1 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .2 Maintain project grounds and public properties free from accumulations of waste materials on a daily basis.
- .3 Provide Street cleaning in the immediate vicinity to remove any construction waste from the site.
- .4 Contractor to employ dust control measures as to minimize airborne particles.

28.0 Existing Area

- .1 Conduct construction operations with minimum interference to building operations, public spaces, roadways, parking lots, sidewalks and access to facilities in general. Keep such areas free of material, debris and equipment at all times.

29.0 No Claim

- .1 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, relating to this Tender, including accepting a non-compliant bid, and by submitting a Tender, the Tenderer shall be deemed to have agreed that it has no claim.

30.0 Right to Accept or Reject any Tender

- .1 The Owner reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted.

31.0 Cancellation of Tender

- .1 The Owner reserves the right to cancel any request for Tender at any time without recourse by the Tenderer. The Owner has the right to not award this work for any reason including choosing to complete the work with the Owner's own forces.

32.0 Cost of Tender Preparation

- .1 The Owner will not under any circumstances be responsible for any costs incurred by the Tenderer in preparing the Tender.

END OF SECTION

CITY OF COQUITLAM
TENDER No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION

PART C

FORM OF *TENDER*



CITY OF COQUITLAM
Form of Tender
Summary

LOBBY RENOVATION AT DOGWOOD PAVILION
TENDER No. 16-08-01

Name of Tenderer: _____

Tender Price (exclude GST): \$ _____
(FROM APPENDIX 1 OF FORM OF TENDER)

Tender submitted must be accompanied by a copy of the original 10% Bid Bond and will be received:

On or before 2:00 pm (local time) on Thursday September 22, 2016

Instructions for Tender Submission

Tender submissions are to be consolidated into one (1) .pdf file and uploaded electronically through QFile, the Owner's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the "Subject Field" enter: Tender 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)

**Tenderers are responsible to allow ample time to complete the Tender submission process.
If assistance is required, phone 604-927-3060 or fax 604-927-3035.**

Tender Submission

**Complete and return this section Part C – Form of Tender including
Appendices 1 to 8**

Project/Contract: LOBBY RENOVATION AT DOGWOOD PAVILION

Project/Contract No.: *Tender No. 16-08-01*

**City of Coquitlam Tender No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION
PART C – FORM OF TENDER**

OWNER: CITY OF COQUITLAM

PRIME CONSULTANT: Andrea Hajdo Forbes Architect

Having carefully examined the plans, the site and the conditions affecting the Work, and having carefully read the specifications and the conditions of contract, we, the undersigned, offer to furnish all materials, labour, equipment and permits necessary to complete properly the entire Work, in all particulars, in accordance with the Contract Documents and instructions of the Project Manager or his authorized representatives for the sum of:

PRICE of TENDER, which excludes GST is:

_____ DOLLARS
In lawful money of Canada. (State in writing)

\$ _____
(State in numbers)

PRICE of GST of (5%) payable by the Owner to the Contractor

_____ DOLLARS
In lawful money of Canada. (State in writing)

\$ _____
(State in numbers)

TOTAL TENDER PRICE, which includes the Tender and GST price is:

_____ DOLLARS
In lawful money of Canada. (State in writing)

\$ _____
(State in numbers)

BID BOND:

We enclose herewith a copy of an original Bid Bond in the amount of 10% of the Total Tender Price, made out in favour of the Owner issued by a company licensed to carry on such business in Canada, and in British Columbia. The original bid bond will be provided to the Owner upon request.

City of Coquitlam Tender No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION
PART C – FORM OF TENDER

FORFEIT: In the event of this Tender being accepted within the time stated below and our failure to enter into a Contract in the form hereinafter stated for the amount of our Tender, the said security or the difference between this Tender and the Tender for which the Contract is signed, may be forfeited in lieu of damages to which the Owner may be entitled by reason of our failure/refusal to enter into a Contract.

OWNER'S INTEREST: The Owner reserves the right to reject any or all Tenders or to accept any Tender or part of any one Tender as may be deemed to be in their interests. The lowest or any Tender may not necessarily be accepted.

Where only one Tender is received the Owner may reject such and re-Tender on a selected basis including the sole Tenderer.

IRREVOCABLE TENDER: In submitting this Tender, it is understood that the Tender is irrevocable and is open for acceptance until sixty (60) days have expired from the **(Acceptance Period)** Tender closing time.

SUBSTANTIAL PERFORMANCE: The Tenderer will perform and complete all of the Work and to provide all the labour, equipment and material specified herein.

The Tenderer is anticipated to start the Work on or about **October 3, 2016** The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the Preliminary Construction Schedule as set out in the ITT as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **December 16, 2016**.

TENDERERS INTERESTS: The Tenderer has no right of claim against the Owner or his representatives in any way whatsoever in the event that this or any Tender is not accepted and/or no contract entered into.

APPENDICES: The following Appendices forms are attached:
Appendix 1 – Schedule of Values;
Appendix 2 – Optional Prices;
Appendix 3 – Force Account Labour and Equipment Rates;
Appendix 4 – Subcontractors;
Appendix 5 – Suppliers;
Appendix 6 – Experience and References;
Appendix 7 - Bid Bond;
Appendix 8 – Preliminary Construction Schedule.

(*Please note, Schedules 1 through 3 (Incl.) of Part C – FORM OF TENDER are not to be included with your Tender submission.)

**LETTER OF
INTENT**

If notified in writing by the Owner of the intent of acceptance of this Tender within the Tender Acceptance Period of the Tender Closing Time subject to other periods as may be specified in the Tender documents the City will within ten (10) business days, conduct a pre-award meeting. The tenderer will subsequently deliver to the Owner:

- (a) a Performance Bond and a Labour & Material Payment Bond, each in the amount of fifty percent (50%) of the Total Tender Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- (b) Agreed upon Schedule of Values;
- (c) a finalized critical path Construction schedule;
- (d) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures signage and materials used to maintain Site operations; and access to staff and public users of the Work Site;
- (e) a detailed Site Specific Safety and Health Plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
- (f) A WorkSafeBC “clearance letter” and Prime Contractor Designation letter indicating that the Tenderer is in WorksafeBC compliance;
- (g) A City of Coquitlam or Tri-cities Intermunicipal Business License;
- (h) A completed and signed Certificate of Insurance (in the form attached as Schedule to this Form of Tender) indicating that all such insurance coverage is in place; and

**NOTICE TO
PROCEED:**

Upon the Owner receiving from the successful Tenderer the documents described above, the Owner will give to the Tenderer a Notice to Proceed and the Tenderer will:

- (a) Duly execute and return to the Owner the original and two (2) executable copies of a final form CCDC Document No. 2 Agreement between Owner and Contractor.
- (b) Commence construction within seven (7) days of the date of acceptance of this Tender or other longer period as may be approved in writing by the Owner, or his representative.

ADDENDA:

We, the Tenderer acknowledge receipt of the following Addenda issued and incorporated in this Tender price:

Addendum No.	Date Issued

Upon submitting a Tender, Tenderers are deemed to have received all Addenda issued and posted on the Owner's Website and deemed to have considered the information for inclusion in the Tender submitted.

COMPLETION DATE:

The Owner requests Substantial Performance of the Work on or before **December 16, 2016**.
Final Completion on or before **January 27, 2017**.

The Contractor confirms that Substantial Completion will be performed by: _____

The Contractor confirms that Final Completion will be performed by: _____

CONFLICT OF INTEREST:

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

AUTHORIZATION:

We hereby submit our Tender for the work as specified and undertake to carry out the work in accordance with the Tender documentation including drawings, specifications and scope of work:

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

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 Tender, electronic signatures will be accepted.

APPENDIX 1 - SCHEDULE OF VALUES

Line Item	SECTION OF WORK		PRICES
1	MOBILIZATION AND DEMOBILIZATION		\$
2	GENERAL CONDITION ITEMS		\$
3	DEMOLITION, REMOVAL AND DISPOSAL		\$
4	ASBESTOS REMEDIATION		\$
5	STEEL STUD & DRYWALL		\$
6	SUSPENDED CEILING		\$
7	ROUGH CARPENTRY		\$
8	FINISH CARPENTRY & MILLWORK		\$
9	DOORS & HARDWARE		\$
10	GLAZING		\$
11	FLOORING		\$
12	PAINTING		\$
13	MECHANICAL		\$
14	ELECTRICAL		\$
15	AS-BUILT AND CLOSE OUT DOCUMENTS		\$
16	INSURANCE		\$
17	MATERIALS & LABOUR BOND	\$ /\$1000	\$
18	PERFORMANCE BOND	\$ /\$1000	\$
	OTHERS NOT LISTED ABOVE		
19			\$
20			\$
	TOTAL PRICE (exclude GST)		\$

APPENDIX 2 – OPTIONAL PRICES

Project/Contract: LOBBY RENOVATION AT DOGWOOD PAVILION

Project/Contract No.: *Tender No. 16-08-01*

From *Tenderer*.

Company name

The following is a list of Optional Prices and forms part of this Contract, upon the acceptance of any or all of the Optional Prices. The Optional Prices are a deduction from or addition to the Total *Tender Price* and do not include GST. **DO NOT** state a revised Total *Tender Price*.

Line Item	Description of <u>Optional</u> Price Items	Addition (exclude GST)	Deduction (exclude GST)
1	DELETE display cabinet, shelving and associated track lighting in vestibule	\$ N/A	\$

APPENDIX 3 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

Project/Contract: LOBBY RENOVATION AT DOGWOOD PAVILION

Project/Contract No.: *Tender No. 16-08-01*

From *Tenderer*:

 Company name

1. Contractors Current Own Forces Labour Rates

Tenderers shall utilize qualified skilled trades personnel on this project.

Tenderers should provide Force Account Labour Rates in the table below for all labour categories that will be involved in the Work. The labour rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation.

The labour rates provided below are all inclusive and include without limitation, wages, taxes and assessments and benefits payable in accordance with applicable laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of the above, small tools are considered to be any tool worth \$2,000 or less in new value. All other tools should be listed as equipment in the table under item 2 below.

Labour Category	Straight Time/hr (exclude GST)	Overtime Rate/hr (exclude GST)
1 Project Manager	\$	\$
2 Site Superintendent	\$	\$
3 Foreman	\$	\$
4 Carpenter	\$	\$
5 Electrician	\$	\$
6 Labourer / Helper	\$	\$
7 HVAC	\$	\$
8 Other (not listed above)	\$	\$

APPENDIX 3 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES (cont'd)

2. Equipment Rates

Tenderers should provide equipment rates for all equipment that will be involved in the Work. The equipment rates will remain firm for the term of the Contract and will be used by the Owner for the purpose of evaluating and valuing changes in the Work in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, operator, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

It is acknowledged by the Contractor that if any portion of an hour is spent in performing the Work on a force account basis, a pro-rated portion of the force account rate shall only be charged.

Equipment Classification	Hourly Rate (exclude GST)	Specify Make & Model
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

We confirm that the rates quoted above will remain in force until _____, 2016

APPENDIX 6 – EXPERIENCE AND REFERENCES

Tenderers shall have a minimum of 5 years proven experience on projects of similar size, scope and complexity:

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

APPENDIX 7 – ATTACH BID BOND

(Submit with your Tender, a copy of the original 10% Bid Bond)

**City of Coquitlam Tender No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION
PART C – SCHEDULE 1**

**City of Coquitlam
Certificate of Insurance Form - Construction**

(This form is to be completed by the Insurance Broker and will be provided at time of award)

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.

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

Insured	Name:	Email:
	Address:	Phone:

NOTE: INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA.

Broker	Name:	Agent's Name:
	Address:	Phone:

Address and Project to which this Certificate applies:

Address: 1655 Winslow Ave, Coquitlam, BC	Project Description: Tender No. 16-08-01 Lobby Renovation at Dogwood Pavilion
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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
Section 1 Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims Made Form		From: To:	Bodily injury, death & property damage \$ _____ Per Occurrence <input type="checkbox"/> MINIMUM \$5,000,000 \$ _____ Aggregate \$ _____ Deductible
<input type="checkbox"/> Umbrella Liability		From: To:	\$ _____ Umbrella Limit
<input type="checkbox"/> Excess Liability		From: To:	\$ _____ Excess Limit
Section 2 Other:		From: To:	\$ _____ Limit \$ _____ 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 | <input checked="" type="checkbox"/> Coverage is Primary and not contributory | <input checked="" type="checkbox"/> 12 months Completed Operations |
| <input checked="" type="checkbox"/> Premises & Operations | <input checked="" type="checkbox"/> Personal Injury | <input type="checkbox"/> 24 months Completed Operations |
| <input checked="" type="checkbox"/> Broad Form Products & Completed Operations | <input type="checkbox"/> Use of explosives for blasting | <input type="checkbox"/> Aircraft/Aviation Liability |
| <input checked="" type="checkbox"/> Owners & Contractors Protective | <input type="checkbox"/> Vibration from pile driving or caisson work | <input type="checkbox"/> Non-owned aircraft liability |
| <input checked="" type="checkbox"/> Blanket Contractual | <input type="checkbox"/> Demolition | <input type="checkbox"/> Watercraft liability |
| <input checked="" type="checkbox"/> Cross Liability/Severability of Interests | <input type="checkbox"/> Shoring and Underpinning Hazard | <input type="checkbox"/> Non-owned watercraft liability |
| <input checked="" type="checkbox"/> Employees As Additional Insureds | <input type="checkbox"/> Water Ingress Coverage | <input type="checkbox"/> Airport Premises liability |
| <input checked="" type="checkbox"/> Non-Owned Automobile | <input type="checkbox"/> Work below ground level over 3 meters (XCU extension) | <input type="checkbox"/> Pollution Liability |
| <input checked="" type="checkbox"/> Attached Machinery | | <input type="checkbox"/> Asbestos |
| <input checked="" type="checkbox"/> Occurrence Property Damage | | |
| <input checked="" type="checkbox"/> Contingent Employer's Liability | | |
| <input checked="" type="checkbox"/> Broad Form Loss of Use | | |

Section 3: Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit <input type="checkbox"/> MINIMUM \$2,000,000
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These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the City of Coquitlam. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

(Authorized to Sign on Behalf of Insurers and Brokers Stamp)

Date Signed

INTERNAL USE ONLY

Certificate Approved Not Approved

PLEASE COMPLETE, SIGN & RETURN TO CITY OF COQUITLAM, Purchasing

Email: bid@coquitlam.ca



PRIME CONTRACTOR DESIGNATION

Subject: **Prime Contractor Designation**
Contract No.: **16-08-01**
Tender Name: **LOBBY RENOVATION AT DOGWOOD PAVILION**
(The "Project")

_____ (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 & 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.

RISK, HEALTH & SAFETY

Responsibility of Contractor(s)

The City of Coquitlam strives to maintain a safe work environment for employees and Contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all Contractors and their employees and Subcontractor(s) perform in the same manner.

As a Contractor to the City of Coquitlam, it is expected that your company will comply with the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. Any City of Coquitlam employee has the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely.

The following information is provided as typical City of Coquitlam requirements, but does not relieve the Contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. Contractors will inform employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict the premises to allow employees only to enter the work site. No families or friends are permitted.
3. The Contractor will advise the Owner of any on-site accidents involving the Contractor's employees, or injuries to others caused by the Contractor's business.

GENERAL SAFETY RULES

1. This is a NON-SMOKING site.
2. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
3. Orderliness and good housekeeping are basic requirements and must be maintained at all times.
4. Any equipment, which could create a hazard, must be maintained in good condition.
5. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS.
6. Contractors will use a regular system of inspections to detect and correct hazardous conditions, safety violations and unsafe working practices on the job site.
7. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
8. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. confined space entry, lockout, excavations and shoring, etc.
9. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
10. All vehicles and equipment on Owner's property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
11. Contractors will not operate any equipment, valves, switches, etc., which are part of the Owner's operation, unless specific permission is received from the Department Representative.
12. Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Coquitlam.

You can help ensure employee safety and your eligibility for future business with the Owner if you exhibit and practice a "Safe Work - Safe City" attitude.

END OF SECTION

CITY OF COQUITLAM

TENDER No. 16-08-01

LOBBY RENOVATION AT DOGWOOD PAVILION

PART D

FORM OF AGREEMENT **(Construction Document CCDC-2-2008)**

LOBBY RENOVATION AT DOGWOOD PAVILION
CONSTRUCTION DOCUMENT – CCDC-2 - 2008

The Agreement between the *Owner* and *Contractor*, the Definitions and the General Conditions shall be based on those contained in **Canadian Construction Document's Committee CCDC 2 Stipulated Price Contract - 2008**, amended and supplemented herein (refer to Part E – Supplementary General Conditions).

END OF SECTION

CITY OF COQUITLAM

TENDER No. 16-08-01

**LOBBY RENOVATION
AT
DOGWOOD PAVILION**

PART E

SUPPLEMENTARY GENERAL CONDITIONS

(Construction Document CCDC-2-2008)

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT 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 whenever 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 PAYMENTS

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 25th 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.

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 one 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.

ADDITIONAL CONTRACT TERMS

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
TENDER No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION

PART F

DRAWINGS

(Drawings are bounded separately)

**City of Coquitlam Tender No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION
PART F – DRAWINGS**

TITLE	SHEET NUMBER	REVISION NO	REVISION DATE
Floor Plan	A-0	R2	2016-08-31
Floor Plan	A-1	R2	2016-08-31
Reflected Ceiling Plan, Interior Elevations & Millwork	A-2	R2	2016-08-31
Millwork	A-3	R2	2016-08-31
Floor Plan - HVAC	M-1	4	2016-08-30
Mechanical Specifications	M-2	4	2016-08-30
Symbol Legend, Details & Single Line Diagram	E1.0	4	2016-08-24
Floor Plan: Demo	E2.0	4	2016-08-24
Floor Plan: Lighting	E2.1	4	2016-08-24
Floor Plan: Power	E2.2	4	2016-08-24
Specifications	E3.0	4	2016-08-24

CITY OF COQUITLAM
TENDER No. 16-08-01
LOBBY RENOVATION AT DOGWOOD PAVILION

PART G

**PRE-RENOVATION HAZARDOUS
BUILDING MATERIALS SURVEY**



July 14, 2016

CITY OF COQUITLAM

640 Prior Street
Coquitlam, BC V3J 6B1

Attention: Ms. Jessica Dadwal, PMP, LEED AP, Civic Facilities Project Coordinator

Ref: CONTRACTOR VERSION - PRE-RENOVATION HAZARDOUS BUILDING MATERIALS SURVEY OF SPECIFIC AREAS FOR THE PLANNED RENOVATION PROJECT AT DOGWOOD PAVILION LOCATED AT 624 POIRER STREET, COQUITLAM, BC

1.0 INTRODUCTION

Astech Consultants were retained by the City of Coquitlam to conduct a Pre-Renovation Hazardous Building Materials Survey and compile a detailed report on the presence and location of asbestos containing building materials, PCB containing ballasts, lead, mercury, and stored chemicals for the planned Renovation Project at Dogwood Pavilion located at 624 Poirer Street, Coquitlam, BC.

Astech Consultants Ltd. survey and report format is designed specifically to satisfy the current applicable regulation from the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation 20.112 regarding hazardous building material assessments by a Qualified Person for buildings and structures.

This survey was conducted on July 6, 2016 by Scott Price assisted by Trevor Shendruk of Astech Consultants Ltd. It must be emphasized that this survey was concerned exclusively with specific areas of the subject building. The site survey was destructive in nature and thorough in investigating layered floor, wall, and ceiling systems. However, inaccessible floor cavities, wall cavities, and ceiling cavities which would require the actual dismantling of portions of the building in order to gain access were not investigated. No attempt was made to investigate underground services or the surrounding property. Therefore, if during work activities, other hazardous materials, asbestos containing materials, or potential asbestos containing materials not included in this report are discovered, work should immediately cease in the affected area. At that time, Astech Consultants Ltd. should be contacted so that they can initiate immediate appropriate action so that there are no undue delays.

2.0 BUILDING DESCRIPTION

The building is described as a Community Recreation Centre faced with concrete and brick. The subject of this report is specific rooms of the Ground Floor to be impacted by the renovation project, as listed in Section 4.1 of the report. At the time of survey, the subject areas were in good repair.

3.0 METHODOLOGY

3.1 ASBESTOS CONTAINING MATERIALS

A visual inspection was undertaken in order to determine the type, location, and homogeneous nature of asbestos and potential asbestos containing building materials located in the subject areas of the building. During this inspection, nineteen (19) bulk samples of potential asbestos containing materials were collected from specific locations of the building. The number of samples collected during this survey are in accordance with the guidelines established by WorkSafeBC in their publication Safe Work Practices for Handling Asbestos (2012 Edition), and as indicated by actual site conditions. The samples collected were submitted for analysis at our in-house laboratory in accordance with the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation, utilizing polarized light microscopy, and dispersion staining techniques. Results of laboratory analysis of samples collected during this survey are attached.

3.2 PCB CONTAINING MATERIALS, LEAD, MERCURY, STORED CHEMICALS, AND SILICA

A visual inspection was undertaken in order to determine the presence of:

- fluorescent light fixtures & HID light fixtures suspected of containing PCB ballasts or capacitors,
- lead paint/primer and construction materials suspected of containing lead and other heavy metals,
- thermostats and associated equipment suspected of containing mercury,
- stored chemicals suspected of being toxic, flammable, or explosive, and
- building materials suspected of containing silica in crystalline and non-crystalline forms.

4.0 INSPECTION RESULTS

4.1 ASBESTOS CONTAINING MATERIALS

The visual inspection and/or analytical results determined that asbestos containing materials or assumed asbestos containing materials are located at the following specific locations.

GROUND FLOOR

Front Entrance Vestibule

- **Asbestos** containing caulking at perimeter of interior and exterior metal door/window units (some concealed and some on adjoining building materials).
- **Asbestos** containing wall brick mortar (some concealed) is assumed, until laboratory analysis determines otherwise. Destructive testing required. Not to be impacted by project.
- **Asbestos** containing caulking at overlap joints of metal clad ceiling (some concealed) is assumed, until laboratory analysis determines otherwise. Destructive testing required. Not to be impacted by project.

Front Entrance Foyer including Reception Area

- **Asbestos** containing caulking at perimeter of interior brown metal door/window units (some concealed and some on adjoining building materials).
- **Asbestos** containing mortar at giant brick walls (some concealed) is assumed, until laboratory analysis determines otherwise. Destructive testing required. Not to be impacted by project.
- **Asbestos** containing materials in wall heater (concealed) are assumed, until laboratory analysis determines otherwise. Destructive testing required. Not to be impacted by project.
- Non-asbestos ceramic floor and cove base tile grout and mortar.
- Non-asbestos cove base and cove base adhesive.
- Non-asbestos filling compound on gypsum board.
- Non-asbestos grout at glass brick wall.
- Non-asbestos spray applied texture coat on ceiling.
- Non-asbestos sealants in window of interior wood door and interior metal-framed windows.
- Non-asbestos pipe thread compound at fittings of sprinkler piping.

Office

- Non-asbestos cove base and cove base adhesive.
- Non-asbestos filling compound on gypsum board.
- Non-asbestos spray applied texture coat on ceiling.
- Non-asbestos pipe thread compound at fittings of sprinkler piping.
- No asbestos materials observed.

Walls Cavities and Ceiling Spaces

- **Asbestos** containing loose fill vermiculite insulation within exterior giant brick walls (concealed) is assumed, until laboratory analysis determines otherwise. Destructive testing required. Not to be impacted by project.

EXTERIOR**Windows**

- **Asbestos** containing caulking at perimeter of exterior brown metal windows (some concealed and some on adjoining building materials). Not to be impacted by project.

4.2 PCB CONTAINING MATERIALS

The visual inspection determined that there are approximately twenty-six (26) older and newer fluorescent light fixtures in the subject areas. The older fixtures are suspected of having PCB containing ballasts. PCB ballast identification requires the disassembly of the light fixture in order to locate the manufacturer's identification code.

4.3 LEAD

The visual inspection and/or analytical results determined the following:

- brown paint likely containing **lead** was used on structural steel components in the building,
- glazing finishes likely containing lead were used on ceramic tiles, and
- gypsum board is painted with latex paints that are not suspected of containing lead.

4.4 MERCURY

The visual inspection determined that there are no wall mounted thermostats in the subject areas of the building that contain mercury. However, there are several fluorescent light tubes in the subject areas of the building that contain mercury.

4.5 STORED CHEMICALS AND OTHER HAZARDOUS MATERIALS

The following list of materials were present in the subject areas of the building at time of inspection (including items that may be retained for future use):

- a few containers of rodent poison,
- fire extinguisher(s), and
- a few lead-acid batteries in emergency lighting.

4.6 SILICA

All concrete, cement, grout, mortar, gypsum board, plaster, ceramic tiles, and any other cementitious building materials are suspected of containing silica in crystalline and non-crystalline forms.

4.7 NON-ASBESTOS GYPSUM BOARD

The visual inspection and analytical results determined that there is gypsum board with non-asbestos filling compound in the subject areas of the building.

5.0 RECOMMENDATIONS

5.1 ASBESTOS CONTAINING MATERIALS

Prior to the renovation of a building or it's components, the asbestos or assumed asbestos containing materials that are directly impacted by the work must first be removed and disposed of by a qualified hazardous materials abatement contractor's trained and authorized personnel. Asbestos or assumed asbestos containing materials not impacted by the work may remain in place in their existing stable condition in which they are considered to be safely enclosed or encapsulated. Workers must be advised in writing of their presence and location so that the asbestos containing materials are not inadvertently disturbed. Removing, enclosing, encapsulating, or otherwise disturbing (e.g. drilling) asbestos containing materials must be performed by a qualified contractor's trained personnel in accordance with the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation. Disposal of asbestos containing materials must be performed in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation.

5.2 POLYCHLORINATED BIPHENYL (PCB) CONTAINING BALLASTS

It is recommended that the identification of PCB ballasts be performed by qualified personnel prior to or in conjunction with the renovation of the building, at a time when it becomes feasible to isolate electrical power and disassemble/disconnect the light fixtures. The ballasts that are identified as PCB containing must be removed in accordance with the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation, and disposed of in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation.

5.3 LEAD BASED PAINTS AND LEAD BUILDING MATERIALS

Where lead or potential lead based paints and/or primers are affected by a project, the work must be performed by a qualified person or contractor in accordance with the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation and the WCB publication entitled Lead-Containing Paints and Coatings - Preventing Exposure in the Construction Industry.

Where the base substrate material is to be removed in conjunction with lead paint removal, the base substrate and lead based paints and/or primers should be removed intact, in accordance with the worker's/contractor's risk assessment and site specific work procedures. The workers conducting the work and workers in close proximity to the work being performed, should be protected with personal protective equipment as determined by the contractor's risk assessment and site specific work procedures.

Lead containing paints which remain attached to concrete, wood, and/or other building materials must be labelled as lead based paints (LBP) for transporting to a licensed/approved disposal site or recycling facility. A licensed/approved facility receiving the waste must be informed of the lead content of these materials and be agreeable to receiving these materials. Prior to acceptance of waste with lead paints at a licensed/approved disposal facility, the contractor generating the waste must ensure that all waste materials containing LBPs are sampled intact, fastened directly to the base substrate, and representative of the waste stream created by demolition. The contractor shall have the sample analyzed utilizing a Toxicity Characteristic Leachate Procedure for lead (TCLP lead) test to determine the potential for soil and/or groundwater contamination, if deemed necessary by the site receiving the waste.

If the lead paints are to be separated or removed from the building materials by means of sanding, scraping, abrading, blasting, etc., more stringent work procedures would apply. The removed lead paints, depending on lead concentrations and leachate results, may become a Hazardous Waste and therefore must be disposed of in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation.

5.4 MERCURY

Where affected by the renovation project, the mercury containing light tubes must first be removed, and be relocated for future use, recycled or disposed of, in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation.

5.5 STORED CHEMICALS AND OTHER HAZARDOUS MATERIALS

Stored Chemicals

Prior to a renovation project that affects the listed materials, stored chemicals must first be removed, and be retained for future use, recycled, or disposed of, in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation.

5.6 SILICA

Where cementitious building materials that are suspected of containing silica in crystalline form are directly impacted by the project (i.e. drill, cut, or abrade), the work should be performed in a controlled manner to avoid the release of crystalline silica dust. Cutting, drilling, or other disturbing these building materials must be performed by a qualified contractor's trained personnel in accordance with the Workers' Compensation Board of British Columbia Occupational Health and Safety Regulation.

5.7 NON-ASBESTOS GYPSUM BOARD

Where affected by the renovation project, the gypsum board with no asbestos finishes (a provincially regulated construction waste) must first be removed by a qualified contractor, and be recycled or disposed of in accordance with the BC Ministry of Environment - Environmental Management Act - Hazardous Waste Regulation. Landfills are issued operational certificates from the BC Ministry of Environment, and for local landfills and others their certificate specifies that gypsum board cannot be accepted for disposal, and therefore local depots offer recycling services.

6.0 OWNER'S RESPONSIBILITIES

For the remediation of hazardous building materials, contract specifications, quality control, and final acceptance of the work remain the responsibility of the Owner. In order to ensure that the Owner has acted in a responsible manner, and to ensure regulatory board compliance, it is recommended that the work and project air monitoring be performed by a qualified and properly insured (with proof of necessary asbestos inclusion rider) Hazardous Materials Abatement Contractor. As well, the abatement contractor upon completing the work shall have their "Qualified Person" inspect the worksite in its entirety to confirm that asbestos and other hazardous building materials have been properly removed, then promptly provide the Owner with a signed Letter of Completion. Project Documentation should also be provided including, but not necessarily limited to, a Notice of Project for work involving Asbestos, Risk Assessment, Exposure Control Plan, and Site Specific Work Procedures, Worker Respirator Fit Test Forms/Logs and Training Acknowledgement Forms, Certification of DOP Testing of HEPA Filtered Equipment used on site, Air Sample Results, Material Safety Data Sheets (MSDS) for products used on site, Transportation Waybills, and Waste Manifest Forms.

7.0 APPROXIMATE QUANTITIES FOR HAZARDOUS MATERIALS

The following approximate quantities for hazardous materials are provided as a means to satisfy the requirements of WorkSafeBC, and are provided for reference only. Contractors shall be responsible for verifying quantities for the purpose of bidding the work.

ASBESTOS CONTAINING MATERIALS	APPROXIMATE QUANTITIES
Asbestos Caulking at Perimeter of Metal Door/Window Units	3
Asbestos Caulking at Perimeter of Metal-Framed Window	1
Asbestos or Assumed Asbestos Building Materials not to be Impacted by Project	Not Determined
OTHER HAZARDOUS MATERIALS	
Potential PCB Containing Ballasts	26
Lead or Potential Lead Paint Remaining Attached to Building Materials for Recycle/Disposal, Dependent on TCLP (lead leachate) Results (as deemed necessary by receiving site)	Not Determined
Mercury Containing Light Tubes	56

We hope you have found the above information useful. If you have any questions, or require clarification please contact this office.

Scott Price
Astech Consultants Ltd.
Ref: 15821HE01C.RK



ASBESTOS BULK SAMPLE REPORT

Date: July 14, 2016
 Client: CITY OF COQUITLAM
 Location: Dogwood Pavilion
 624 Poirer Street
 Coquitlam, BC

Comments: 1) Analyzed as per NIOSH 9002, except for Vermiculite as per EPA/600/R-04/004.
 2) WCB defines asbestos containing material as 0.5% or more asbestos, with the exception of Vermiculite which is defined as "any asbestos".
 3) Sample(s) will be disposed of after 90 days, unless the Client requests otherwise.

Sample(s) Collected on July 6, 2016

Sample	Location	Description	Layer: Colour	Non-Asbestos		Asbestos	
				%	Type	%	Type
15821BS01	Ground Floor - Front Entrance Vestibule	Caulking (at Perimeter of Metal-Framed Door/ Window Unit)	1: Brown	95%	Non-Fibrous	5%	Chrysotile
15821BS02	Ground Floor - Front Entrance Vestibule	Caulking (at Perimeter of Metal-Framed Door/ Window Unit)	1: Brown	95%	Non-Fibrous	5%	Chrysotile
15821BS03	Ground Floor - Front Entrance Foyer & Reception	Ceramic Floor Tile Grout	1: Brown	2%	Cellulose	None Detected	
				98%	Non-Fibrous		
15821BS04	Ground Floor - Front Entrance Foyer & Reception	Ceramic Floor Tile Mortar	2: Grey	100%	Non-Fibrous	None Detected	
15821BS05	Ground Floor - Front Entrance Foyer & Reception	Pipe Thread Compound (at Fitting of Sprinkler Piping)	1: Beige	2%	Cellulose	None Detected	
				3%	Glass		
				95%	Non-Fibrous		
15821BS06	Ground Floor - Front Entrance Foyer & Reception	Cove Base	1: Grey	100%	Non-Fibrous	None Detected	
15821BS07	Ground Floor - Front Entrance Foyer & Reception	Cove Base Adhesive	2: Cream	100%	Non-Fibrous	None Detected	
15821BS08	Ground Floor - Front Entrance Foyer & Reception	Caulking (at Perimeter of Metal-Framed Door/ Window Unit)	1: Brown	95%	Non-Fibrous	5%	Chrysotile

Sample	Location	Description	Layer: Colour	Non-Asbestos	Asbestos
				% Type	% Type
15821BS09	Ground Floor - Front Entrance Foyer & Reception	Paint Spray Applied Texture Coat (Ceiling)	1: White 2: White	10% Cellulose 90% Non-Fibrous	None Detected
15821BS10	Ground Floor - Front Entrance Foyer & Reception	Gypsum Board Filling Compound (Ceiling)	3: White	100% Non-Fibrous	None Detected
15821BS11	Ground Floor - Front Entrance Foyer & Reception	Paint Spray Applied Texture Coat (Ceiling)	1: White 2: White	10% Cellulose 90% Non-Fibrous	None Detected
15821BS12	Ground Floor - Front Entrance Foyer & Reception	Gypsum Board Filling Compound (Ceiling)	3: White	100% Non-Fibrous	None Detected
15821BS13	Ground Floor - Front Entrance Foyer & Reception	Glass Brick Grout	1: White	2% Cellulose 98% Non-Fibrous	None Detected
15821BS14	Ground Floor - Front Entrance Foyer & Reception	Paint Filling Compound on Gypsum Board (Wall)	1: Beige 2: White	100% Non-Fibrous	None Detected
15821BS15	Ground Floor - Front Entrance Foyer & Reception	Sealant (in Window of Interior Wood Door)	1: Black	100% Non-Fibrous	None Detected
15821BS16	Ground Floor - Office	Paint Filling Compound on Gypsum Board (Wall)	1: White 2: White	100% Non-Fibrous	None Detected
15821BS17	Ground Floor - Office	Paint Spray Applied Texture Coat (Ceiling)	1: White 2: White	10% Cellulose 90% Non-Fibrous	None Detected
15821BS18	Ground Floor - Office	Cove Base	1: Dark Blue	100% Non-Fibrous	None Detected
15821BS19	Ground Floor - Front Entrance Foyer & Reception	Paint Filling Compound on Gypsum Board (Wall)	1: Beige 2: White	100% Non-Fibrous	None Detected

Analyst(s): Brittany Ford



American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing (BAPAT)
Astech Consultants Ltd. Laboratory Participant ID# 200542