



**City of Coquitlam  
Tender No. 17-03-07**

**Roof Replacement at  
Evergreen Culture Center &  
The Innovation Centre**

**Issue Date: April 28, 2017**



CITY OF COQUITLAM

## INVITATION TO *TENDER*

**Tender No:** 17-03-07

**Project Name:** Roof Replacement at Evergreen and Innovation Centres

**Description:** The City of Coquitlam (the "Owner" "City") invites Tenders for  
**Roof Replacement at the Evergreen and Innovation Centres**  
located at **1205 & 1207 Pinetree Way, Coquitlam BC.**

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

The general components of Work includes, but not limited to, the removal and disposal of the existing roof membrane system and the installation of a new SBS roofing membrane system including all new drains, flashings, etc as identified in the attached specification.

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

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

### **Mandatory Site Meeting:**

A mandatory site meeting is scheduled for **Thursday May 4, 2017.**

- Fall protection required to attend the manatory meeting; without entrance will not be permitted.
- Groups of 10 people are permitted at one time.
- Limit of 2 representatives per company.
- Please secure your attendance by email request sent to: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)
  - Group 1 @ 08:00 AM
  - Group 2 @ 10:00 AM

Tenderers that are confirmed as registered are to meet at **Coquitlam Evergreen Cultural Centre, Outside the front entrance at 1205 Pinetree Way, Coquitlam, B.C.** This will be the Contractors only opportunity to view the worksite and inspect the roof areas.

Tenderers are required to register by signing the attendance form provided by the City prior to being guided to the roof. Tenders will only be accepted from companies that are registered as attending the mandatory site visit.

**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, May 11, 2017**

**Tender Closing Time: on or before 2:00 pm local time**

**Tender submissions are to be uploaded electronically through QFile, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)**

- 1. In the "Subject Field" enter: 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 3 business days prior to the Tender Closing Date quoting the Tender name and number sent to Email: [bid@coquitlam.ca](mailto: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](http://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: IRC Building Sciences Group**

**END OF SECTION**

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**END OF SECTION**

**CITY OF COQUITLAM**

**TENDER No. 17-03-07**

**ROOF REPLACEMENT AT EVERGREEN AND INNOVATION  
CENTRES**

## **PART A**

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### **Introduction**

**City of Coquitlam (the “Owner”)**

**Project/Contract: Roof Replacement at Evergreen and Innovation Centres**

**Project/Contract No.: Tender No. 17-03-07**

**1.0 Introduction**

Tenders for a Stipulated Price Contract (CCDC 2, 2008) are invited by the City of Coquitlam (the “Owner”) for a **Roof Replacement at EVERGREEN AND INNOVATION CENTRES.**

**2.0 Project Description**

The project consists of the removal and disposal of Roof Areas A & B as identified in the specifications and the installation of a new 2 ply SBS membrane system.

Local address: 1205 & 1207 Pinetree Way, Coquitlam, BC

To be considered, Tenderers must comply with the following:

- **Qualified technical and skilled trades personnel having a minimum of five (5) years proven experience in the application of roofing projects of similar size and complexity.**

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

**.1 The Work on this project generally includes, but is not limited to:**

- Removal and disposal of the existing roof membrane system, all insulation and roofing related metal flashings
- Supply and install of roof hardware, new drains, scuppers and metal flashing
- Supply and install of the SBS roofing system to industry standards
- Re&re roof top equipment to complete installation of new roofing system.

**.2 General**

- Submission of Shop drawings as per drawings and specifications.
- Any required inspections and certifications
- Roof products manufacturer’s data submission
- Samples and Mock-ups
- Any required testing of materials and assemblies including performance testing of completed work
- As-Built documentation, warranties and commissioning
- Complete site clean-up

### .3 Warranty

- **WARRANTY:** The Contractor agrees to provide a **10 year labour and material guarantee** on corporate letter head covering 100% of all roof areas of the building, including any tie-in locations to roofing under this contract. Warranty for any tie-in locations to windows, walls, metal panel roofing, or any other fixture or building component that is directly incorporated into the new roof system.

### 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](mailto: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. 17-03-07;

“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 the **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](http://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. 17-03-07**  
**ROOF REPLACEMENT**  
**AT**  
**EVERGREEN AND INNOVATION CENTRES**

**PART B**

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**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, May 11, 2017**  
**Tender Closing Time: 2:00 pm local time**

- .2 Tenders are to be uploaded through Qfile, the City's file transfer service accessed at website:

[qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

**1. In the "Subject Field" enter: 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 Tenders received by fax, email or hand delivered to Coquitlam City Hall, Front Desk Reception, 3000 Guildford Way, Coquitlam, BC V3B 7N2.
- .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](mailto:bid@coquitlam.ca)

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

## 3.0 Late Tenders

- .1 The City reserves the right to accept late Tenders to allow for technological delays.

## 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 3 business days prior to Tender Closing Date quoting the Tender Name and Number

**Sent to Email:** [bid@coquitlam.ca](mailto:bid@coquitlam.ca)

- .2 The Owner reserves the right not to respond to inquiries made within 3 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](http://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](http://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 – Technical Specifications & Drawing/Details listed;
  - (h) All other specifications and drawings for the Work referred to in any of the above listed documents; and,
  - (i) 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 site (Owner owned property) 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 electronically 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 10 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.

- .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:
  - Qualified technical and skilled trades personnel having a minimum of five (5) years proven experience in the application of **SBS roofing on projects** of similar size and complexity.
- .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, 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.

### 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 August 18, 2017**.

**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.

**28.0 Existing Area**

- .1 Conduct construction operations with minimum interference to adjacent public or private roadways, parking lots, sidewalks and access 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. 17-03-07**  
**ROOF REPLACEMENT**  
**AT**  
**EVERGREEN AND INNOVATION CENTRES**

**PART C**

---

**FORM OF *TENDER***



CITY OF COQUITLAM

## Form of Tender Summary

### Roof Replacement at Evergreen and Innovation Centres TENDER No. 17-03-07

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 May 11, 2017**

#### **Instructions for *Tender* Submission**

*Tender* submissions are to be consolidated into one (1) PDF file uploaded electronically through QFile, the *Owner's* file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://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:** Roof Replacement at Evergreen and Innovation Centres

**Project/Contract No.:** Tender No. 17-03-07

**OWNER:** CITY OF COQUITLAM

**PRIME CONSULTANT:** Brian Boomers  
**IRC Building Sciences Group**

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)

**City of Coquitlam Tender No. 17-03-07  
Roof Replacement at Evergreen and Innovation Centres  
PART C – FORM OF TENDER**

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**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.

**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 **mid-June, 2017**. 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 **August 18, 2017**.

**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 **August 18, 2017**. Final Completion on or before **August 31, 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:

**CONFIRMATION OF QUALIFICATIONS:**

The Contractor confirms that they are a member in good standing with the National Roofing Contractors Association (NRCA) and they will employ qualified technical and skilled trades personnel having a minimum of five (5) years proven experience in the application of SBS roofing on projects of similar size and complexity.

Confirmed : (Yes/No) \_\_\_\_\_

**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:

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

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

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

**APPENDIX 1 - SCHEDULE OF VALUES**

**Project/Contract:** Roof Replacement at Evergreen and Innovation Centres

**Project/Contract No.:** Tender No. 17-03-07

From *Tenderer*:

\_\_\_\_\_  
 Company name

<b>1.A. Evergreen culture Centre, ECC - BASE BID</b>				
Bid Breakdown		Bid Price	G.S.T.	Total Amount
1.	Roof Replacement specified on Roof Area 0.1, 0.2, 0.3 & 0.4 and all related Metal Flashings and Roof Accessories	\$	\$	\$
2.	Roof Replacement specified on Roof Area 0.5 and all related Metal Flashings and Roof Accessories	\$	\$	\$
3.	Rehabilitation Work specified on Roof Areas 0.6, 1.1, 1.2 & 4.3 and all related Metal Flashings and Roof Accessories	\$	\$	\$
4.	Roof Replacement specified on Roof Area 2.1 & 3.2 and all related Metal Flashings and Roof Accessories	\$	\$	\$
5.	Roof Replacement specified on Roof Area 3.1, 4.2 and 5.1 and all related Metal Flashings and Roof Accessories	\$	\$	\$
6.	Roof Replacement specified on Roof Area 4.1, 5.4 & 5.5 and all related Metal Flashings and Roof Accessories	\$	\$	\$
7.	Roof Replacement specified on Roof Area 5.2 & 6.1 and all related Metal Flashings and Roof Accessories	\$	\$	\$
8.	Supply and install a new privacy-screen on RA 3.1	\$	\$	\$
9.	Supply and install a new privacy-screen on RA 4.1	\$	\$	\$
10.	Supply and install a new galvanized ladder with ladder lock on RA 4.1	\$	\$	\$
11.	Supply and install a new galvanized ladder on RA 5.1	\$	\$	\$
Sub-total:		\$	Plus GST	

<b>1.B. Innovation Centre – BASE BID</b>				
12.	Roof Replacement specified on Roof Area 1.1 and all related Metal Flashings and Roof Accessories	\$	\$	\$

**APPENDIX 2 –OPTIONAL PRICING**

**Project/Contract:** Roof Replacement at Evergreen and Innovation Centres

**Project/Contract No.:** *Tender No. 17-03-07*

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*.

<b>2.A. Evergreen culture Centre, ECC – ALTERNATE PRICING</b>				
Unit/Separate/Alternate Pricing Description		Bid Price	G.S.T.	Unit Price
1.	Add to Base Bid for supply and installation of a new metal roof WF-7/8 by Westform Metals at Roof Areas 0.6, 1.1 & 4.3, and a new gutter match the existing gutter profile on Roof Area 4.3	\$	\$	\$
2.	Unit price per linear foot to Wood Blocking Replacement: Price to add to Contract to supply and install new matching wood blocking as required to replace any damaged and/or deteriorated existing wood blocking, per board foot. Replacement of wood blocking to be endorsed by QA Observer.	\$	\$	\$ /LF

<b>2.B. Innovation Centre – ALTERNATE PRICING</b>				
Unit/Separate/Alternate Pricing Description		Bid Price	G.S.T.	Unit Price
3.	Unit price per linear foot to Wood Blocking Replacement: Price to add to Contract to supply and install new matching wood blocking as required to replace any damaged and/or deteriorated existing wood blocking, per board foot. Replacement of wood blocking to be endorsed by QA Observer.	\$	\$	\$ /LF

**APPENDIX 3 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES**

**Project/Contract:** Roof Replacement at Evergreen and Innovation Centres

**Project/Contract No.:** *Tender No. 17-03-07*

From *Tenderer*:

\_\_\_\_\_  
 Company name

**1. Contractors Current Own Forces Labour Rates**

*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.

<b>Labour Category</b>	<b>Straight Time/hr</b> (exclude GST)	<b>Overtime Rate/hr</b> (exclude GST)
1 Project Manager	\$	\$
2 Site Superintendent	\$	\$
3 Foreman	\$	\$
4 Carpenter	\$	\$
5 Roofer	\$	\$
6 Labourer / Helper	\$	\$
7 Plumber	\$	\$
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 \_\_\_\_\_, 2017

**APPENDIX 4 – SUBCONTRACTORS**

**Project/Contract: Roof Replacement at Evergreen and Innovation Centres**

**Project/Contract No.: Tender No. 17-03-07**

From Tenderer: \_\_\_\_\_

Company name

The Tenderer agrees that the Subcontractors employed will be as listed here and that no changes, additions or deletions will be made to these Subcontractors without the written approval of the Contract Administrator.

We submit the following list of trades to be executed by ourselves and by our Subcontractors. Substitution of another Subcontractor for any trade is subject to the approval of the Architect and Owner. Before signing of the contract, the successful Tenderer will provide a schedule of values including a breakdown by trade.

<b>TRADE</b>	<b>SUBCONTRACTOR'S LEGAL NAME/CONTACT NUMBER</b>	<b>QUALIFICATIONS/CERTIFICATIONS</b>

**APPENDIX 5 - SUPPLIERS**

**Project/Contract:** Roof Replacement at Evergreen and Innovation Centres

**Project/Contract No.:** *Tender No. 17-03-07*

From *Tenderer*:

\_\_\_\_\_   
Company name

It is proposed to supply the various products for the construction of work from the following suppliers:

<b>PRODUCT</b>	<b>MANUFACTURER</b>	<b>SUPPLIER</b>

**APPENDIX 6 – EXPERIENCE AND REFERENCES**

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

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

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

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

**APPENDIX 7 – ATTACH BID BOND**

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

**APPENDIX 8 – PRELIMINARY CONSTRUCTION SCHEDULE**

Please indicate on the roof plan(s) provided the areas and sequencing of work.

Page 38 A. Evergreen Culture Centre Roof Plan  
 Page 38 B. Innovation Centre Roof Plan

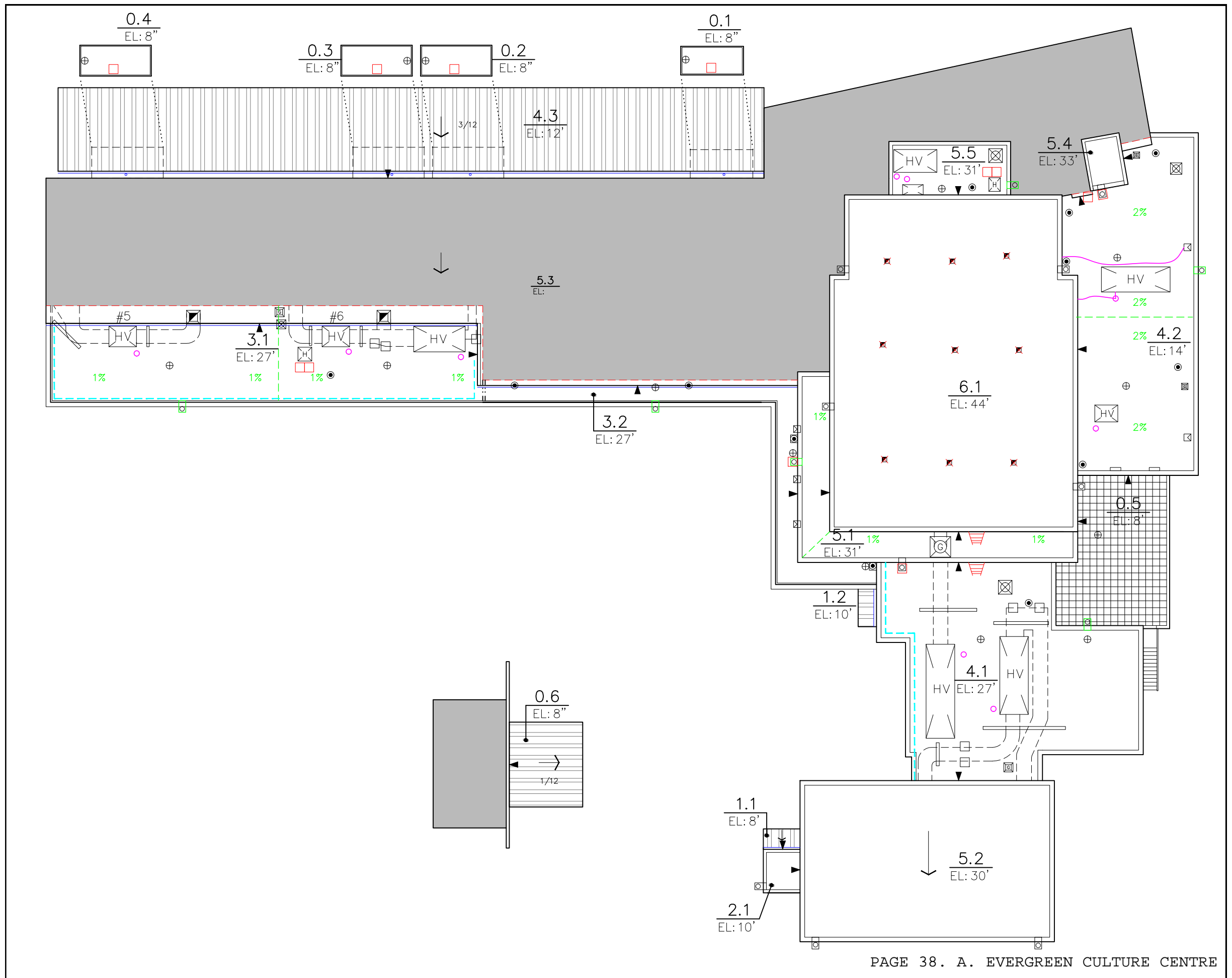
Delinate the section(s) of work and label with a number, in the sequence in which the work is intended to be performed.

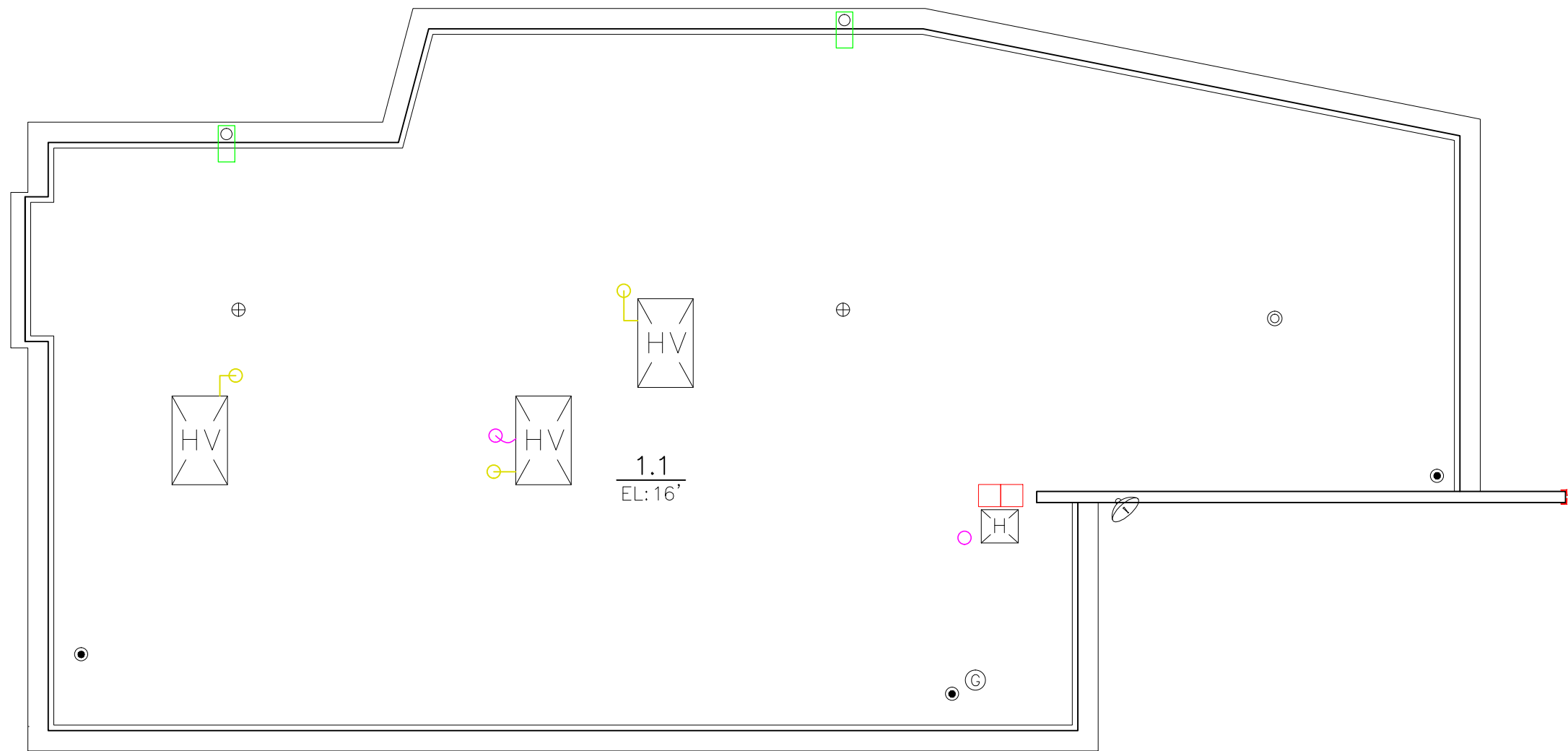
Indicate the project schedule within the bar chart provided. List the areas of work and allocate time/week of execution.

Construction Areas	June				July					August				Sept
	Weeks				Weeks					Weeks				Weeks
	5	12	19	26	3	10	17	24	31	7	14	21	28	4
PRE-CONSTRUCTION MEETING	x													
Area 1														
Area 2														
Area 3														
SUBSTANTIAL COMPLETION														
PROJECT CLOSE- OUT														

**Completion Date: All work on this project is requested to be substantially complete by August 18, 2017.**

Proposed Disposal Site: \_\_\_\_\_







**City of Coquitlam Tender No. 17-03-07  
Roof Replacement at Evergreen and Innovation Centres  
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

<b>Insured</b>	<b>Name:</b>	<b>Email:</b>
	<b>Address:</b>	<b>Phone:</b>

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

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

**Address and Project to which this Certificate applies:**

<b>Address:</b> 1205 & 1207 Pinetree Way, Coquitlam, BC	<b>Project:</b> Tender No. 17-03-07 Roof Replacement at EVERGREEN & INNOVATION CENTRES
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**COMMERCIAL GENERAL LIABILITY** coverage is required to insure against liability from the activities arising out of operations or work in connection with the above-described project, including liability arising out of the use of City property.

Type of Insurance	Insurer Name and Policy Number	Policy Term dd/mm/yy	Limits of Liability/Amounts
<b>Section 1</b> 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"/> <b>MINIMUM \$5,000,000</b> \$ _____ Aggregate  \$ _____ Deductible
<input type="checkbox"/> Umbrella Liability		From:  To:	\$ _____ Umbrella Limit
<input type="checkbox"/> Excess Liability		From:  To:	\$ _____ Excess Limit
<b>Section 2</b> 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                     |  |  |

<b>Section 3:</b> <b>Automobile Liability</b> (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From:  To:	Personal Injury & Property Damage \$ _____ Limit <input type="checkbox"/> <b>MINIMUM \$2,000,000</b>
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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.: **17-03-07**  
Tender Name: **Roof Replacement at Evergreen and Innovation Centres**  
(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. 17-03-07**

**ROOF REPLACEMENT AT  
EVERGREEN AND INNOVATION CENTRES**

## **PART D**

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

**ROOF REPLACEMENT AT EVERGREEN AND INNOVATION CENTRES  
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. 17-03-07**  
**ROOF REPLACEMENT AT**  
**EVERGREEN AND INNOVATION CENTRES**

**PART E**

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**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 25<sup>th</sup> of the month.
- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentations as determined by the Owner.

### **GC 5.3 PROGRESS PAYMENT**

- 24. Subsection 5.3.1.3 is deleted in its entirety and replaced with:
  - 5.3.1.3 The Owner shall use its best efforts to make payment to the Contractor on account as provided in Article A-5 of the agreement, such payment to be net 30 days from the date on which the invoice is delivered to the Owner.
- 25. Section 5.3 is amended by adding the following new subsections after subsection 5.3.1:
  - 5.3.2 The Owner may set off from payments owing to the Contractor costs, expenses and damages the Owner incurs or suffers as a result of the Contractor's wrongful or negligent act or omission, or which the Owner incurs on the Contractor's behalf.
  - 5.3.3 The Owner may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 10% as security for costs. The Owner may, at its option, after five days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the Owner shall pay such holdback to the Contractor, without interest.
  - 5.3.4 In addition to builders lien holdbacks, the Owner may retain holdbacks to cover deficiencies in the Work, in an amount equal to twice the amount the Consultant or Owner estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

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

- 26. Section 5.4 is amended by:
  - a) adding the words "or Owner" after the word "Consultant" in subsection 5.4.2 and 5.4.3; and
  - b) adding the following new subsection after subsection 5.4.3:
    - 5.4.4 Should the Consultant or Owner find significantly more incomplete or deficient Work than those listed by the Contractor with its application, the Consultant or Owner may elect to terminate its inspection and to not issue a certificate of Substantial Performance. If the Consultant or Owner terminates its inspection, the Contractor shall compensate the Owner for the additional time and expenses incurred by the construction manager, Consultant, Sub consultants and Owner in relation to multiple inspections.

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

27. Subsection 5.5.3 is deleted in its entirety.

**GC 5.7 FINAL PAYMENT**

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

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

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

**PART 6 CHANGES IN THE WORK**

**GC 6.1 OWNER’S RIGHT TO MAKE CHANGES**

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

**GC 6.2 CHANGE ORDER**

31. Subsection 6.2.1 is amended by adding the following at the end of the subsection: “A Change Order shall be a final determination of adjustments in the Contract Price, Contract Time or both, as applicable. There shall be no adjustment to the Contract Price or Contract Time should the Contractor fail to present a request for a specific adjustment in response to a notice describing a proposed change in the Work.”

32. Subsection 6.2.2 is amended by adding “[...] and be noted on the Change Order schedule of values” at the end of the sentence.

33. Section 6.2 is amended by adding the following new subsection after subsection 6.2.2:

6.2.3 The value of a change in the Work shall be determined in one or more of the following methods as selected by the Consultant in consultation with the Owner:

(a) by estimate and acceptance in a lump sum;

(b) where unit prices are set out in the Contract Documents or subsequently agreed upon, in accordance with such unit prices;

(c) by costs and a percentage fee for overhead and profit as calculated below:

(i) for Change Orders not covered by allowances, the Contractor’s overhead and profit and supervision shall be 10% on Work performed

- directly by the Contractor, and 5% on work performed by Subcontractors;
- (ii) the Subcontractor's allowance for overhead and profit and supervision shall be 10% of the actual cost of all Change Orders attributed to the Subcontractor's Work, as determined by this paragraph;
  - (iii) where the Change Order involves the substitution of one type of Product for another the "actual cost" of the Change Order, whether credit or extra, shall be the net difference in the "actual cost" defined above.

### **GC 6.3 CHANGE DIRECTIVE**

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

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

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

### **GC 6.5 DELAYS**

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

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

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

## **PART 7      DEFAULT NOTICE**

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

39.      Subsection 7.2.3.1. is deleted in its entirety.

## **PART 8      DISPUTE RESOLUTIONS**

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

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

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

#### **Negotiation**

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

#### **Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may, by delivery of written notice to the other party, refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be within metro Vancouver area, 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 within the metro Vancouver area, BC.

## **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 Contractor agrees to provide a **10 year labour and material warranty/quarantee** on corporate letter head covering 100% of all roof areas of the building completed under this project including any tie-in locations to roofing under this contract. Warranty for any tie-in locations to windows, walls, metal panel roofing, or any other fixture or building component that is directly incorporated into the new roof system. RCABC Warranty is not required.

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. 17-03-07**

**ROOF REPLACEMENT AT  
EVERGREEN AND INNOVATION CENTRES**

**PART F**

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**TECHNICAL SPECIFICATIONS  
AND  
DRAWINGS**