



City of Coquitlam

Contract Documents
73356

**2017 Pavement Rehabilitation
and Sidewalk Construction**



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Contract No. 73356

2017 Pavement Rehabilitation and Sidewalk Construction

Project Construction Documents

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Invitation to Tenderers



INVITATION TO TENDER

DATE OF ISSUE: **April 24, 2017**

Tender No. 73356

2017 Pavement Rehabilitation and Sidewalk Construction

The City of Coquitlam (the "City") invites tenders for the **Contract 73356 – 2017 Pavement Rehabilitation and Sidewalk Construction**, generally consisting of the following, but not limited to:

- PR - Linton Street - Foster Avenue to Como Lake Avenue
- PR - Smith Avenue - Schoolhouse Street to Poirier Street
- PR - Grover Avenue - Gatensbury Street to Schoolhouse Street
- PR - Palmero Street - Pinecrest Avenue to Mohawk Avenue
- PR - Pinecrest Avenue - Thermal Drive to Palmero Street
- PR - Grant Street - Miller Avenue to Ingersoll Avenue
- PR - Ingersoll Avenue - Clarke Road to East End
- PR – King Albert Avenue – Gatensbury St to East End
- PR – Marlow Street – King Albert Avenue to North End
- PR – Lemax Street: – West End to Gatensbury Street to East End
- SW – Lemax Street - Concrete Sidewalk: Gatensbury Street to West
- SW - Gatensbury Street – Asphalt Sidewalk: Bartlett Avenue to North
- Other miscellaneous and incidental works as further described in the Contract Documents.

Tender Documents and Drawings are available for downloading from the City of Coquitlam website:

www.coquitlam.ca/BidOpportunities

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

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

On or Before 2:00 pm local time
Tuesday, May 9, 2017
 ("Closing Date and Time*")

Instructions for Tender Submission

Tender submissions are to be uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

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

2. Add files in .pdf format and Send (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)

Tenders will not be opened in public. The unevaluated Tender results will be forwarded to all participants by email.

Inquiries

All inquiries are to be submitted in writing by email, no later than 3 full business days prior to Tender Closing Time referencing the Tender Name and Number in the subject line sent to:

Email: bid@coquitlam.ca

Addenda

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

Any changes to the Tender documentation will be 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. 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.

The City does not retain a bidder's list or bidder's registry. Tenderers are encouraged to register as plan takers and may view the Tender Documents and Drawings by contacting the Vancouver Regional Construction Association (VRCA), website: www.vrca.bc.ca, ph: 604-870-9293, or email vrca@vrca.bc.ca, quoting the Coquitlam Tender Reference Number.

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

Tenders shall remain open for acceptance for 60 days following the submission Closing Date.

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

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

D. Trudeau
Purchasing Manager

Instructions to Tenderers, Part 1

Tender 73356

2017 Pavement Rehabilitation and Sidewalk Construction

INSTRUCTIONS TO TENDERERS

PART I

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INSTRUCTIONS TO TENDERERS - PART I

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"
CONTAINED IN THE EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS 2009"
SPECIFIED IN ARTICLE 2.2 BELOW)

The City of Coquitlam

Contract: **2017 Pavement Rehabilitation and Sidewalk Construction**

Reference No. **73356**

Introduction **1**

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

- PR - Linton Street - Foster Avenue to Como Lake Avenue
- PR - Smith Avenue - Schoolhouse Street to Poirier Street
- PR - Grover Avenue - Gatensbury Street to Schoolhouse Street
- PR - Palmero Street - Pinecrest Avenue to Mohawk Avenue
- PR - Pinecrest Avenue - Thermal Drive to Palmero Street
- PR - Grant Street - Miller Avenue to Ingersoll Avenue
- PR - Ingersoll Avenue - Clarke Road to East End
- PR - King Albert Avenue - Gatensbury St to East End
- PR - Marlow Street - King Albert Avenue to North End
- PR - Lemax Street: - West End to Gatensbury Street to East End
- Concrete Sidewalk - Lemax Street - Gatensbury Street to West
- Asphalt Sidewalk: Gatensbury Street - Bartlett Avenue to North

Other miscellaneous and incidental works as further described in the Contract Documents.

1.2 All inquiries regarding this Tender are to be submitted in writing referencing the **Tender Name and Number** sent to:

E-mail bid@coquitlam.ca

All inquiries will be received a minimum of 3 full business days prior to Tender Closing Time.

Inquiries received after that time may not receive a response.

Tender Documents **2**

2.1 The Tender Documents which a Tenderer should review to prepare a Tender consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the Tender Package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "**List of Contract Drawings**".

2.2 A portion of the Contract Documents are included by reference. Copies of

these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

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

**Submission of
Tenders**

- 3 Tenders must be submitted on the Tender Form provided, accompanied by a copy of the original 10% Bid Bond quoting the Tender Name and Number, and be uploaded to the City's file transfer website.

Tenders must be received on or before:

Tender Closing Time: 2:00 p.m. local time

Tender Closing Date: May 9, 2017

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.

**Instructions for
Tender
Submission**

- 3.1 **Tender submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: <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 for ample time to complete the submission process. For assistance, phone 604-927-3060 or Fax 604-927-3035.

- 3.2 Tenders submitted shall be deemed to be received when displayed as a new email in the in-box of the above email address. The City 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 City will not be liable for any damages associated with Tenders not

received.

- 3.3 The City reserves the right to accept late Tenders to allow for technological delays. The City also reserves the right to accept Tenders received by fax, email or hand delivered.
- 3.4 Tenders will not be opened in public. The unevaluated results will be forwarded to participants by email.
- 3.5 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.

**Additional
Instructions to
Tenderers**

4 Additions and Deletions to Instructions to Tenderers, Part II

**Obtaining
Documents**

- 4.1 The following documents which are referred to and form part of the Contract Document package may be obtained as follows:
- Copies of the Master Municipal Construction Documents Volume II (2009), Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings are available separately from:

Support Services Unlimited
Suite 302
1107 Homer Street
Vancouver BC V6B 2Y1
Tel: 604-681-0295
Fax: 604-681-4545
 - City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2009 Edition.

City of Coquitlam Engineering & Public Works Department
3000 Guildford Way
Coquitlam, BC V3B 7N2
Tel: 604-927-3500
Fax: 604-927-3525

Copies of the City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2009 Edition are available for viewing and downloading off the City of Coquitlam website:

[Supplementary Specifications and Detailed Drawings to MMCD](#)

**Tender
Requirements**

- 4.2 *Delete:*
Instructions to Tenderers, Part II, Section 5.2.2

**Amendment
of Tenders**

- 4.3 *Delete:*
Instructions to Tenderers Part II, Section 12 Amendments of Tenders.

Award

- 4.4 *Add to:* Instructions to Tenderers Part II, Section 15.1;
Tenders received will be evaluated to provide the City with greatest value based on quality, service, price and experience. Evaluation Criteria will include but is not limited to:

1. Ability to meet specifications and required completion date;
2. Contractor's past experience, references, reputation and compliance to specifications;
3. Demonstrated successful experience on similar projects and specific equipment installation;
4. Price: purchase price, maintenance costs, availability of parts and service, warranty and compatibility with existing equipment and/or conditions;
5. Any other criteria, the City deems, at its sole discretion, necessary to evaluate Tenders;
6. Lowest price will not necessarily be accepted.

The City may, in its absolute discretion, not award to a Tenderer if the Tenderer, or any officer or director of a corporate Tenderer, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the City and its elected and appointed officers and employees or any of them in relation to:

- a) any other contract or services; or
- b) any matter arising from the City's exercise of its powers, duties or functions under the *Local Government Act*, the *Community Charter* or any other enactments; within five years of this Tender Offer.

For purposes of this section, the words "legal action" includes, without limitation, mediation, arbitration, hearing before an administrative tribunal or lawsuit filed in any court.

Without limiting the City's sole discretion, in determining whether or not to award to a Tenderer pursuant to this clause, the City will consider such factors as whether the legal action is likely to affect the Tenderer's ability to work with the City and its employees, agents, consultants and representatives or any of them and whether the City's past experience with the Tenderer in the matter that resulted in the legal action indicates that the City is likely to incur increased staff and legal costs or either of them in the administration of this contract if it is awarded to the Tenderer.

In the event that the lowest total Tender Price by two or more Tenderers is the same amount, the City will select a Tenderer with an overall satisfactory performance record in having completed work on previous relevant projects that are provided as references, and on City projects. Information obtained from references will not be disclosed or discussed with any Tenderer. If all references are equal, selection will be determined by a coin toss in a manner to be directed by the City.

**Certificate of
Compliance
for Contract
Insurance**

- 4.5 Each Tender should be accompanied by a Certificate of Compliance (on the form provided in Appendix 7 of Form of Tender) to provide proof that the Tenderer can obtain the insurance specified herein.

A Certificate of Compliance is to be submitted for each insurer called upon.

**Proof of
Ability**

- 4.6 Tenderer shall be competent and capable of performing the various items of work. Tenderer shall complete the following statement sheets appended to the Form of Tender, which shall form a part of the Contract Documents:

		Appendix 1 Schedule of Quantities and Unit Prices
		Appendix 2 Preliminary Construction Schedule
		Appendix 3 Experience of Superintendent
		Appendix 4 Contractor's Comparable Work Experience
		Appendix 5 Subcontractors
		Appendix 6 Bid Bond
		Appendix 7 Certificate of Compliance for Contract Insurance
Test Excavations	4.7	Prior to the excavation of test holes on road allowances or privately owned property the Tenderer shall obtain permission from the Municipality or Owner of the property and comply with their requirements for restoration of disturbed surfaces and utilities. Failure to comply with Municipal by-laws restricting this practice may result in prosecution of the offending party.
Business License	4.8	The successful Tenderer shall provide evidence of a City of Coquitlam Business License or Tri-Cities Intermunicipal Business License prior to commencement of work or supply of materials. For more information, contact Business Licence Division Ph: 604-927-3085 or apply online at website: City of Coquitlam Business License
No Claim	4.9	Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, including accepting a non-compliant bid and by submitting a Tender, each Tenderer shall be deemed to have agreed that it has no claim.
No Cost	4.10	The City will not under any circumstances be responsible for any costs incurred by the Tenderer in preparing the Tender.
Right to Accept or Reject any Tender	4.11	The City reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted. The City specifically reserves the right to reject all Tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional Tenders.
Cancellation of Tender	4.12	The City reserves the right to cancel any request for Tender at any time without recourse by the Tenderer. The City has the right to not award this work for any reason including choosing to complete the work with the City's own forces.
Conflict of Interest	4.13	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.
Collusion	4.14	Tenderers will not discuss or communicate with one another in regards to the preparation of their Tenders. Each Tenderer will ensure that its participation in the Tender process and that of its team members is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.

Form of Tender



FORM OF TENDER
Tender No. 73356
2017 Pavement Rehabilitation and Sidewalk Construction

Summary

Name of **Contractor**: _____

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)
Tuesday, May 9, 2017

Instructions for Tender Submission

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

1. In the "Subject Field" enter: Tender Number and Name
2. Add files in .pdf format and Send (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete and was sent to the correct email address: bid@coquitlam.ca)

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.

May 2017

THE CITY OF COQUITLAM
3000 Guildford Way
Coquitlam BC V3B 7N2

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

Contract Name: 2017 Pavement Rehabilitation and Sidewalk Construction

Reference No. 73356

TO OWNER:

1 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the City of Coquitlam Supplementary General Conditions, the City of Coquitlam Supplementary Contract Specifications, the specified edition of the "Master Municipal Construction Documents - - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

_____;
(ADDENDA, IF ANY)

1.2 shall fully disclose any actual or potential conflicts of interest and existing business relationships we may have with the City, their elected or appointed officials or employees;

1.3 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.4 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve *Substantial Performance* of the *Work* on or before **July 31, 2017**.

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

3 WE CONFIRM:

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

3.2 that we understand and agree that the owner is in no way obliged to accept this Tender.

4 WE CONFIRM:

- 4.1 that the following Appendices are attached to and form a part of this tender:
- 4.1.1 the Appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.
 - 4.1.3 the Certificate of Compliance on the form provided in Appendix 7 of this Form of Tender.

5 WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **60** calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another Tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
- 5.1.1 within **10 Days** of receipt of the written *Notice of Award* deliver to the *Owner*:
 - 5.1 a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract 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*;
 - 5.1 b) a "clearance letter" indicating that the Tenderer is in WCB compliance; and
 - 5.1 c) a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and;
 - 5.1 d) a letter confirming the *Contractor* as "Prime Contractor" for the Contract as specified in SGC 4.2.2.
 - 5.1.2 within **2 Days** of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.

6 WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
 - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

7 OUR ADDRESS is as follows:

Phone: _____ - _____ - _____

Fax: _____ - _____ - _____

Email: _____

Attention: _____

This Tender is executed this _____ day of _____, 20____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

8 WE CONFIRM:

8.1 our Goods and Services Tax (GST) registration status is as follows:

8.1.1 for information purposes, our GST Registration Number is:

(GST REGISTRATION NUMBER)

or;

8.1.2 by signature hereunder, we certify we are **not required** to provide a registration number:

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

**APPENDIX 1
FORM OF TENDER**

**Contract 73356
2017 Pavement Rehabilitation and Sidewalk Construction**

**SCHEDULE OF QUANTITIES AND PRICES
(see paragraph 5.3.1 of the Instruction to Tenderers – Part II)
(All prices and quotations including the Contract Prices shall Exclude GST)**

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

ITEM NO.	MMCD Ref./ (SS)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.0	DIV 01	GENERAL REQUIREMENTS				
1.1	01 33 01 (1.3.2)	Project Record Documents				INCIDENTAL
1.2	01 55 00 (1.5.1)	Traffic Control, Vehicle Access and Parking				INCIDENTAL
1.3	01 57 01 (1.6.1)	Environmental Protection				INCIDENTAL
2.0	01 58 01	PROJECT IDENTIFICATION				
2.1	(1.3.1)	1.2m x 1.2m Static Construction Zone Information Sign	EACH	36		
3.00	03 30 20	CONCRETE WALKS CURBS AND GUTTERS				
3.1	(1.4.3)	Concrete Curb & Gutter - Wide Base - MMCD C5	L. M.	50		
3.2	(1.4.5)	Concrete Sidewalk & Walkways - 100mm thick – Broom Finished	SQ. M.	179		
3.3	(1.4.5)	Wheelchair Letdown - includes concrete and gravel	EACH	2		
3.4	(1.4.10)	Tactile Strip - 24x48 in - Yellow color - Removable Type	EACH	2		
4.0	31 11 01	CLEARING AND GRUBBING				
4.1	1.4.1	Clearing and Grubbing	L.S.	1		
5.0	31 22 16	RESHAPE GRANULAR ROADBED				
5.1	(1.4.1)	Reshape Existing Roadbed	SQ. M.	26,245		
5.2	(1.4.1)	Reshape Existing Gravel Shoulder (Provisional)	Tonne	220		
6.0	31 24 13	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION				
6.1	(1.8.4)	Removal of Existing Concrete Sidewalks and Sidewalks	SQ. M.	215		
6.2	(1.8.4)	Removal of Existing Asphalt Curb	L.M.	170		
6.3	(1.8.4)	Removal of Existing Concrete Curb	L.M.	35		
6.4	(1.8.4)	Removal of Catch Basins	EACH	6		
6.5	(1.8.5)	Common Excavation - Off Site Disposal (Provisional Item)	C. M.	2,526		
6.6	(1.8.7)	Embankment Fill (pit run gravel)	Tonne	50		
7.0	31 32 19	GEO SYNTHETICS				
7.1	1.6	NILEX TRIAX GEOGRID Over Stripped Surface and Over Tree Roots (Provisional)	SQ. M.	20		
8.0	32 01 11	PAVEMENT SURFACE CLEANING AND REMOVAL OF PAVEMENT MARKINGS				
8.1	1.2.3	Remove Existing Pavement Markings				INCIDENTAL
9.0	32 01 16.7	COLD MILLING				

ITEM NO.	MMCD Ref./ (SS)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
9.1	(1.5.4)	Asphalt Milling/Disposal (upto 100mm depth)	SQ. M.	15,535		
9.2	(1.5.4)	Asphalt Milling/Disposal (upto 125mm depth)	SQ. M.	10,820		
9.3	(1.5.4)	Asphalt Milling/Disposal (upto 50mm depth)	SQ. M.	1,035		
10.0	32 11 16.1	GRANULAR SUBBASE				
10.1	(1.4.1)	Crushed Granular Subbase (75mm minus) (provisional)	Tonne	1,340		
11.0	32 11 23	GRANULAR BASE				
11.1	(1.4.1)	Crushed Granular Base (19mm minus) for road base (provisional)	Tonne	3,695		
11.2	(1.4.1)	Crushed Granular Base (19mm minus) for sidewalk (provisional)	Tonne	180		
12.0	32 12 13.1	ASPHALT TACK COAT				
12.1	(1.5.1)	Asphalt Tack Coat	SQ.M	13,975		
13.0	32 12 16	HOT-MIX ASPHALT CONCRETE PAVING				
13.1	(1.5.1)	Asphaltic Concrete Paving Upper Course #1	Tonne	4,405		
13.2	(1.5.1)	Asphaltic Concrete Paving Lower Course #1	Tonne	1,230		
13.3	(1.5.1)	Asphaltic Concrete Paving Lower Course #2 (50mm)	Tonne	120		
13.4	(1.5.1)	Asphaltic Concrete Paving Upper Course #2 (35mm)	Tonne	190		
13.5	(1.5.3)	50mm Asphalt sidewalk - includes Asphalt Wheel Chair Ramps	SQ. M.	685		
13.6	(1.5.4)	150mm High Asphalt Drainage Curb	L.M.	175		
13.7	0	Asphalt Milling/Disposal (125mm depth)	SQ. M.	0		
13.8	(1.5.4)	50mm High Asphalt Drainage Curb	L.M.	1,040		
13.9	1.5.7	Saw cut Asphalt (Provisional)	L.M.	256		
14.0	32 17 23	PAINTED PAVEMENT MARKINGS				
14.1	(1.5.3)	Thermoplastic Pavement Markings	L.S.	1		
14.2	(1.5.4.1)	Supply & install Sign Structure - 37 Kg Trapezoidal Sign Base, Pole & Cap as per Coquitlam Drawings SS-E11.1 & SS-E11.2 including installation of City supplied Traffic Signs (Provisional)	EACH	5		
14.3	(1.5.4.3)	Installation of each City supplied Traffic Sign on Lamp Standard Sign Mounting by Bolting (Provisional)	EACH	5		
14.4	(1.5.4.4)	Installation of each City supplied Traffic Sign on a Sign Pole using Sign Mount Clamp (Provisional)	EACH	5		
14.5	(1.5.7)	Removal of existing signs (provisional)	EACH	5		
15.0	32 91 21	TOP SOIL AND FINISH GRADING				
15.1	(1.4.1)	Top Soil - 150mm thick for Sod (Provisional)	SQ. M.	1,055		
16.0	32 92 23	SODDING				
16.1	(1.8.1)	Nursery Sod (Provisional)	SQ. M.	1,055		
17.0	33 40 01	STORM SEWERS				
17.1	(1.6.5)	Catch Basin Leads	L.M.	65		
18.0	33 44 01	MANHOLES AND CATCHBASINS				
18.1	(1.5.3)	Manhole Frame & Lid Replacement & Adjustments	EACH	10		

ITEM NO.	MMCD Ref./ (SS)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
18.2	(1.5.2)	Catch Basins Replacement & Adjustments	EACH	2		
18.3	(1.5.3)	Adjust and Replace Water/Gas Valve Frames and Covers	EACH	7		
18.4	(1.5.2)	Top Inlet Catch Basin MMCD S11	EACH	1		
18.5	(1.5.2)	Side Inlet Catch Basin (Coq S11A)	EACH	7		
19.0		MISCELLAENOUS				
19.1		Jersey Barrier Relocation	L.S.	1		

Total Tendered Price (exclude GST): \$ _____

(Transfer the amount to Form of Tender Summary Page 1)

CONTRACTOR _____

**APPENDIX 2
 FORM OF TENDER**

**Contract 73356
 2017 Pavement Rehabilitation and Sidewalk Construction**

**PRELIMINARY CONSTRUCTION SCHEDULE
 (See paragraph 5.3.2 of the Instructions to Tenderers - Part II)**

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity	MAY			JUNE				JULY			
	15	22	29	5	12	19	26	3	10	17	24
WEEKS											

Completion Date: **July 31, 2017**

Proposed Disposal Site: _____

**APPENDIX 3
FORM OF TENDER**

**Contract 73356
2017 Pavement Rehabilitation and Sidewalk Construction**

EXPERIENCE OF SUPERINTENDENT

**(Reference MMCD Instructions to Tenderers – Part II, Item 5.3.3, and
Supplementary Specifications, Section 1.0 - Contract Specific Instructions, Items 1.02 & 1.03)**

Proposed Project Superintendent _____

List of Project Experience

PROJECT:		Dates:	
Work Description:			
Responsibility:			
Owner/Reference:		Phone NO:	

PROJECT:		Dates:	
Work Description:			
Responsibility:			
Owner/Reference:		Phone NO:	

PROJECT:		Dates:	
Work Description:			
Responsibility:			
Owner/Reference:		Phone NO:	

**APPENDIX 4
FORM OF TENDER**

**Contract 73356
2017 Pavement Rehabilitation and Sidewalk Construction**

CONTRACTOR'S COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

PROJECT:		VALUE (\$):	
OWNER:		Phone Number:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone Number:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone Number:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone Number:	
Work Description:			

**APPENDIX 5
FORM OF TENDER**

**Contract 73356
2017 Pavement Rehabilitation and Sidewalk Construction**

SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

Trade:		Tender Item:	
Work Description:			
Subcontractor:		Phone No:	

Trade:		Tender Item:	
Work Description:			
Subcontractor:		Phone No:	

Trade:		Tender Item:	
Work Description:			
Subcontractor:		Phone No:	

Trade:		Tender Item:	
Work Description:			
Subcontractor:		Phone No:	

Trade:		Tender Item:	
Work Description:			
Subcontractor:		Phone No:	

FORM OF TENDER

**APPENDIX 6
FORM OF TENDER**

**Contract 73356
2017 Pavement Rehabilitation and Sidewalk Construction**

BID BOND

NO. _____

\$ _____

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

As Surety, hereinafter called the Surety, are held and firmly bound unto

As Obligee, hereinafter called the Obligee, in the amount of

_____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written Tender to the Obligee, dated the _____ day of _____, 2017 for Contract _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the Tender accepted within sixty (60) days from the Closing Date of Tender and the said Principal will, within the time required, enter into a formal contract and give good and sufficient bonds to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six (6) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-In-Fact, this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED
In the presence of:

)	
)	PRINCIPAL
)	
)	SURETY
)	

APPENDIX 7
FORM OF TENDER
Contract 73356
2017 Pavement Rehabilitation Program and Sidewalk Construction

CERTIFICATE OF COMPLIANCE for CONTRACT INSURANCE

This is to certify that the Tenderer does hereby undertake and agree to supply to the City of Coquitlam, upon demand, contract insurance listed below for the project requirements indicated:

Contract Number: 73356

Contract Name: 2017 Pavement Rehabilitation and Sidewalk Construction

Description of Work:

- PR - Linton Street - Foster Avenue to Como Lake Avenue
- PR - Smith Avenue - Schoolhouse Street to Poirier Street
- PR - Grover Avenue - Gatensbury Street to Schoolhouse Street
- PR - Palmero Street - Pinecrest Avenue to Mohawk Avenue
- PR - Pinecrest Avenue - Thermal Drive to Palmero Street
- PR - Grant Street - Miller Avenue to Ingersoll Avenue
- PR - Ingersoll Avenue - Clarke Road to East End
- PR - King Albert Avenue - Gatensbury St to East End
- PR - Marlow Street - King Albert Avenue to North End
- PR - Lemax Street: - West End to Gatensbury Street to East End
- Concrete Sidewalk - Lemax Street - Gatensbury Street to West
- Asphalt Sidewalk: Gatensbury Street - Bartlett Avenue to North

Other miscellaneous and incidental works as further described in the Contract Documents

The Contractor shall ensure the following are named as "additional insured" on the liability policy for the contract.

- The City of Coquitlam
Commercial General Liability: \$5,000,000 limit

Special Coverage Required:	<u>YES</u>	<u>NO</u>	<u>Special Coverage Description</u>
	()	(x)	Shoring and Underpinning Hazard
	()	(x)	Pile Driving and Vibrations
	()	(x)	Excavation Hazard
	()	(x)	Demolition
	()	(x)	Blasting

We also certify that the insurance coverage will meet the requirements of the Supplementary General Conditions Section 24. Insurance included as part of the Contract Documents and that the proof of insurance will be provided on the City of Coquitlam Certificate of Insurance form, without amendments, except for the exclusions noted above.

Name of Tenderer (printed)

Authorized Signature

Date

Agreement

AGREEMENT

Between Owner and Contractor

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

THIS AGREEMENT made in duplicate this _____ day of _____, 2017.

Contract: 2017 Pavement Rehabilitation and Sidewalk Construction

Reference No. 73356

BETWEEN:

The City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

(the "Owner")

AND:

(the "Contractor")

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

1 THE WORK - START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before **July 31, 2017** subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be the essence of the Contract.

2 CONTRACT DOCUMENTS

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

3 CONTRACT PRICE

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

4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

6 NOTICES

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

The *Owner*:

The City of Coquitlam
3000 Guildford Way
Coquitlam, BC V3B 7N2

Tel: 604-927-3500
Fax: 604-927-3505

The *Contractor*:

Tel:
Fax:
Email:
Attention:

The *Contract Administrator*:

The City of Coquitlam
3000 Guildford Way
Coquitlam, BC V3B 7N2

Tel:
Fax:
Email:
Attention:

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- a) immediately upon delivery, if delivered by hand; or
 - b) immediately upon transmission if sent or received by email or fax; or
 - c) after 5 days from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by email or fax assumes all risk that the fax will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers Part II apply to the sender.

7 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

**(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
SEAL WHERE APPROPRIATE**

(AUTHORIZED SIGNATORY)

(PRINTED NAME AND POSITION)

Owner:

The City of Coquitlam

(MAYOR)

(MUNICIPAL CLERK)

Schedule 1

Schedule of Contract Documents

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS)

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”, edition dated 2009. All sections of this publication are included in the *Contract Documents*.

1. Agreement, including all Schedules;
2. Supplementary General Conditions, if any;
3. General Conditions*;
4. Supplementary Specifications, if any;
5. Detail Specifications, if any;
6. Specifications*;
7. Supplementary Detail Drawing, if any;
8. Standard Detail Drawings*;
9. Executed Form of Tender, including all Appendices;
10. Drawings listed in Schedule 2 to the Agreement – “List of Drawings”, if any;
11. Instructions to Tenderers – Part I;
12. Instructions to Tenderers – Part II*;
13. The following Addenda:
 - As issued
14. COQUITLAM “Supplementary Specifications Master Municipal Construction Documents” March 2016

2017 Pavement Rehabilitation and Sidewalk Construction

Reference No: 73356

Schedule 2

LIST OF DRAWINGS

(Complete Listing of All Drawings, Plans and Sketches That Are Part of the Contract Documents)

Full Size Contract Drawings:

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
DRAWING SET No. 1			
COVER SHEET – LINTON STREET	n/a	n/a	n/a
2017 PAVEMENT REHABILITATION LINTON STREET – ROADWORKS STA: 0+020 TO STA: 0+240	01 of 08	2017-04-19	B
2017 PAVEMENT REHABILITATION LINTON STREET – ROADWORKS STA: 0+240 TO STA: 0+460	02 of 08	2017-04-19	B
2017 PAVEMENT REHABILITATION LINTON STREET – ROADWORKS STA: 0+460 TO STA: 0+680	03 of 08	2017-04-19	B
2017 PAVEMENT REHABILITATION LINTON STREET – ROADWORKS STA: 0+680 TO STA: 0+840	08 of 08	2017-04-19	B
COVER SHEET – KING ALBERT / MARLOW / LEMAX	n/a	n/a	n/a
2017 PAVEMENT REHABILITATION KING ALBERT AVENUE ROADWORKS	1 of 6	2017-04-20	C
2017 PAVEMENT REHABILITATION KING ALBERT AVENUE SECTIONS	2 of 6	2017-04-20	C

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
2017 PAVEMENT REHABILITATION MARLOW STREET ROADWORKS	3 of 6	2017-04-20	C
2017 PAVEMENT REHABILITATION MARLOW STREET SECTIONS	4 of 6	2017-04-20	C
2017 PAVEMENT REHABILITATION LEMAX AVENUE ROADWORKS	5 of 6	2017-04-20	C
2017 PAVEMENT REHABILITATION LEMAX SECTIONS	6 of 6	2017-04-20	C
COVER SHEET – GATENSBURY SIDEWALK	n/a	n/a	n/a
2017 PAVEMENT REHABILITATION GATENSBURY – ROADWORKS STA: 1+00 TO STA: 1+180	01 of 01	2017-04-19	B
DRAWING SET No.2			
COVER SHEET – SMITH/PINECREST/PALERMO	n/a	n/a	n/a
2017 COQUITLAM ROAD REHAB ROADWORKS SMITH AVENUE DRAWING NO. 17-0023-R1-01	1 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB ROADWORKS SMITH AVENUE DRAWING NO. 17-0023-R1-02	2 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB ROADWORKS SMITH AVENUE DRAWING NO. 17-0023-R1-03	3 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB ROADWORKS PINECREST AVENUE DRAWING NO. 17-0023-R2-01	4 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB ROADWORKS PINECREST AVENUE & PALERMO STREET DRAWING NO. 17-0023-R3-01	5 OF 8	2017-APR-03	3

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
2017 COQUITLAM ROAD REHAB CROSS SECTIONS SMITH AVENUE DRAWING NO. 17-0023-XS1-01	6 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB CROSS SECTIONS SMITH AVENUE DRAWING NO. 17-0023-XS1-02	7 OF 8	2017-APR-03	3
2017 COQUITLAM ROAD REHAB CROSS SECTIONS PINECREST AVENUE & PALERMO STREET DRAWING NO. 17-0023-XS2-01	8 OF 8	2017-APR-03	3
COVER SHEET – INGERSOLL AVE. / GRANT ST.	n/a	n/a	n/a
2016 COQUITLAM ROAD REHAB ROADWORKS INGERSOLL AVENUE – SHEET 01 DRAWING NO. 15-0974-R3-01	06 OF 39	2016-05-18	3
2016 COQUITLAM ROAD REHAB ROADWORKS INGERSOLL AVENUE – SHEET 02 DRAWING NO. 15-0974-R3-02	07 OF 39	2016-05-18	3
2016 COQUITLAM ROAD REHAB ROADWORKS GRANT STREET – SHEET 01 DRAWING NO. 15-0974-R6-01	12 OF 39	2016-05-18	3
2016 COQUITLAM ROAD REHAB ROADWORKS GRANT STREET – SHEET 02 DRAWING NO. 15-0974-R6-02	13 OF 39	2016-05-18	3
2016 COQUITLAM ROAD REHAB TYPICAL SECTIONS SHEET 01 DRAWING NO. 15-0974-TS1-01	23 OF 39	2016-05-18	2
2016 COQUITLAM ROAD REHAB TYPICAL SECTIONS SHEET 02 DRAWING NO. 15-0974-TS1-02	24 OF 39	2016-05-18	2
2016 COQUITLAM ROAD REHAB SECTIONS INGERSOLL AVENUE DRAWING NO. 15-0974-XS3-01	28 OF 39	2016-05-18	2
2016 COQUITLAM ROAD REHAB SECTIONS GRANT STREET DRAWING NO. 15-0974-XS6-01	32 OF 39	2016-05-18	2

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COVER SHEET – GROVER AVENUE	n/a	n/a	n/a
2017 ROAD REHABILITATION ROADWORKS GROVER AVENUE DRAWING NO. 15-0961-R6-01	1 OF 6	2017-01-20	2
2017 ROAD REHABILITATION ROADWORKS GROVER AVENUE DRAWING NO. 15-0961-R6-02	2 OF 6	2017-01-20	2
2017 ROAD REHABILITATION ROADWORKS GROVER AVENUE DRAWING NO. 15-0961-R6-03	3 OF 6	2017-01-20	2
2017 ROAD REHABILITATION SECTIONS GROVER AVENUE DRAWING NO. 15-0961-XS6-01	4 OF 6	2017-01-20	2
2017 ROAD REHABILITATION SECTIONS GROVER AVENUE DRAWING NO. 15-0961-XS6-02	5 OF 6	2017-01-20	2
2017 ROAD REHABILITATION TYPICAL SECTIONS GROVER AVENUE DRAWING NO. 15-0961-TS6-01	6 OF 6	2017-01-20	2