



City of Coquitlam

**Contract Documents
74092**

**Coast Meridian Road
(David to Harper)**



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*Invitation to
Tenderers*



INVITATION TO TENDER

DATE OF ISSUE: **May 29, 2014**

Tender No. 74092

Coast Meridian Road (David to Harper)

The City of Coquitlam (the "City") invites Tenders for Contract 74092 - Coast Meridian Road (David to Harper), generally consisting of the following:

Construction of approximately 1,400 meters of a four lane Arterial Road including Concrete Curb & Gutter, Concrete Sidewalk, Asphalt Multi-use Pathway, Retaining Walls, Environmental Instream Work, Storm Sewer, Culverts, Street Trees, Landscaping, Pavement Markings, Street Lighting, Traffic Signals, Communication Duct and BC Hydro/Telus/Shaw Underground Ducting.

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 p.m., Thursday, June 19, 2014

("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.

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.

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

Email: bid@coquitlam.ca

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 77012-14**2014 School Walkability Improvements****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" SPECIFIED IN ARTICLE 2.2 BELOW)

The City of Coquitlam

Contract **Coast Meridian Road (David to Harper)**

Reference No. **74092**

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:

Construction of approximately 1,400 meters of a four lane Arterial Road including Concrete Curb & Gutter, Concrete Sidewalk, Asphalt Multi-use Pathway, Retaining Walls, Environmental Instream Work, Storm Sewer, Culverts, Street Trees, Landscaping, Pavement Markings, Street Lighting, Traffic Signals, Communication Duct and BC Hydro/Telus/Shaw Underground Ducting.

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, video 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: **June 19, 2014**

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 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)

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 successfully received when displayed as a new email in the in-box of the City 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. Late receipt will be a cause for rejection.

- 3.3 Late Tenders will not be accepted or considered.

- 3.4 Tenders will not be opened in public. The unevaluated Tender 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

- 4.1 **The Contractor must achieve Substantial Performance of the Work on or before October 31, 2015**, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*. Should *Substantial Performance* not be achieved by this milestone date (Late completion), liquidated damages will be assessed at the amount as stated in section 13.8.1(a) of Supplementary General Conditions.

**Obtaining
Documents**

- 4.2 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 (2000), 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 2000 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 2000 Edition are available for viewing and downloading off the City of Coquitlam web site

http://www.coquitlam.ca/Libraries/City_Hall_Files/Supplementary_Specificati ons_and_Detailed_Drawings_to_MMCD.sflb.ashx

**Tender
Requirements**

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

**Amendment
of Tenders**

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

Award

- 4.5 *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, reject a Tender submitted by the 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 reject a Tender 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.

**Certificate of
Compliance
for Contract
Insurance**

- 4.6 Each Tender should be accompanied by a Certificate of Compliance for Contract Insurance (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 for Contract Insurance is to be submitted for each insurer called upon.

**Proof of
Ability**

- 4.7 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	4.8	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	4.9	The successful Tenderer shall have or obtain a Business License in the municipality in which the work is performed. Successful Tenderers will be required to supply a photocopy of a valid Coquitlam business licence prior to commencement of work or supply of materials. Contact Business Licence Division at 604-927-3085 for detailed information.
No Claim	4.10	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	4.11	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	4.12	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	4.13	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.



Form of Tender

Tender No. 74092

Coast Meridian Road (David to Harper)

Summary

Name of *Contractor* _____

Tender Price (excluding 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, June 19, 2014

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)

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.

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: Coast Meridian Road (David to Harper)

Reference No. 74092

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 have full knowledge of the *Place of the Work*, and the *Work* required; and
1.3 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 **October 31, 2015**; and
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)

Coast Meridian Road (David to Harper)

Contract: 74092

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 or submitted, the City's original file copy shall prevail

ITEM No.	MMCD Ref.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1.00	01525	MOBILIZATION AND DEMOBILIZATION				
1.01	1.1.1	Mobilization and Demolization	L. S.	1		
2.00	01561	ENVIRONMENTAL PROTECTION				
2.01	1.7.1/1.7.2	Silt Fencing	L. M.	1,500		
2.02	1.7.1/1.7.3	Temporary Interceptor Swale	L. M.	500		
2.03	1.7.1/1.7.4	Check Dam	EACH	50		
2.04	1.7.1/1.7.5	Rock Mulch Berm/Windrow - 19mm clear Crush Rock (min. dimensions - 500mm wide by 300mm height) with exposed face wrapped in non-woven geofabric - Nilex 4553 or equivalent	L. M.	250		
2.05	1.7.1/1.7.6	6mil Poly Tarp for Slope Protection	SQ. M.	2,500		
2.06	1.7.1/1.7.6	Catch Basin Filter Sock Protection	EACH	50		
2.07	1.7.1/1.7.6	0.3m high Sand Bag Diversion Berm	L. M.	250		
2.08	1.7.1/1.7.7	19mm Clear Crush Rock	TONNE	2,500		
2.09	1.7.1/1.7.7	75mm Clear Crush Rock	TONNE	1,000		
2.10	1.7.1/1.7.7	150mm-300mm Rip Rap	TONNE	500		
2.11	1.7.8	Sediment Detection Tanks (Optional Work)	ALLOWANCE			\$50,000.00
3.00	01570	TRAFFIC REGULATION				
3.01	1.5.1	Traffic Management	L. S.	1		
3.02	1.5.2	Changeable Message Sign	EACH/PER MONTH	64		
3.03	1.5.3	1.2m x 1.2m Static Construction Zone Information Sign	EACH	16		
4.00	02104	SHRUB AND TREE PRESERVATION				
4.01	1.3.2	Protective Fencing - COQ-R23 (Provisional item)	L. M.	500		
5.00	02111	CLEARING AND GRUBBING				
5.01	1.4.1	Tree Removal, Brushing, Clearing & Grubbing	L. S.	1		
5.02	1.4.2	Invasive Species Removal (Provisional Item)	SQ. M.	340		

6.00	02222	IN-STREAM WORKS, SIDE SLOPES AND RETAINING WALLS				
6.01	1.1.2	75mm Minus Gravel for Channel Bottom & Ditch Reconstruction (Provisional Item)	C. M.	500		
6.02	1.1.2	150mm - 300mm dia. RipRap for Storm Inlet, Outlet & Ditch Reconstruction (Provisional Item)	C. M.	500		
6.03	1.1.2	50mm - 100mm dia. Round Cobbles for Storm Inlet, Outlet & Ditch Reconstruction (Provisional Item)	C. M.	500		
6.04	1.1.2	150mm dia. Round Boulder for Storm Inlet, Outlet & Ditch Reconstruction (Provisional Item)	C. M.	500		
6.05	1.1.2	300mm dia. Round Boulder for Storm Inlet, Outlet & Ditch Reconstruction (Provisional Item)	C. M.	500		
6.06	1.1.2	600mm dia. Round Boulder for Storm Inlet, Outlet & Ditch Reconstruction (Provisional Item)	EACH	300		
6.07	1.1.3	Native Shrubs (1m centers) - #2 Pot (Provisional Item)	SQ. M.	1,000		
6.08	1.1.3	Live Staking - Salix sp. - 30cm Triangle Centers (Provisional Item)	SQ. M.	500		
6.09	1.1.4	Course Wood Debris Structure - min. 200mm dia, min. 5m long (Optional Item)	EACH	5		
6.10	1.1.5	Rolled Erosion Control Product (RECP) - North American Green C125BN or Equivalent no monofilament mesh (Optional Item)	SQ. M.	1,000		
7.00	02224	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION				
7.01	1.8.4	Asphalt Removals - Driveway, Flumes & Sidewalks (all depths)	SQ. M.	2,600		
7.02	1.8.4	Removal of Existing Concrete Curb & Gutter	L. M.	400		
7.03	1.8.4	Removal of Existing Concrete Sidewalk	SQ. M.	700		
7.04	1.8.4	Removal of Existing Concrete Driveway Letdown	SQ. M.	50		
7.05	1.8.4	Removal of Existing Unit Pavers	SQ. M.	25		
7.06	1.8.4	Removal of Existing Concrete No Post Barriers	L. M.	90		
7.07	1.8.4	Removal of Existing Subdivision Entry Feature Sign Structures/Walls (NE & SE Corners of Coast Meridian Road & Princeton Ave)	EACH	2		
7.08	1.8.4	Removal of Existing Retaining Wall @ 1375 Coast Meridian Road	L.S.	1		
7.09	1.8.4	Removal of Existing Lock Block Retaining Wall @ 1382 Coast Meridian Road	L.S.	1		
7.10	1.8.4	Removal of Existing Wooden Retaining Wall @ 1470 Coast Meridian Road	L.S.	1		
7.11	1.8.4	Removal of Existing Catch Basin	EACH	13		
7.12	1.8.4	Removal of Existing Lawn Basin	EACH	7		
7.13	1.8.4	Removal of Existing Timber Rail Fence	L. M.	105		

7.14	1.8.4	Removal of Existing Culvert Pipe (all Sizes, Types & Depths)	L. M.	225		
7.15	1.8.4	Removal Existing Inlet or Outlet Structure (all Types & Sizes)	EACH	31		
7.16	1.8.5	Common Excavation - Off Site Disposal, includes Stripping	C. M.	20,500		
7.17	1.8.6	Imported Embankment Fill - 75mm minus Pit Run Gravel (Provisional Item)	TONNE	10,000		
8.00	02231	RESHAPE GRANULAR ROADBED				
8.01	1.4.1	Reshaping Granular Roadbed	SQ. M.	20,100		
9.00	02233	GRANULAR BASE				
9.01	1.4.1	Granular Base	TONNE	32,500		
10.00	02234	GRANULAR SUBBASE				
10.01	1.4.1	Granular Subbase (Provisional Item)	TONNE	5,000		
11.00	02498	GEOSYNTHETICS				
11.01	1.6.1	Geosynthetic Fabric - Nilex 4501 or Equivalent (Optional Item)	SQ. M.	20,100		
12.00	02512	HOT-MIX ASPHALT CONCRETE PAVING				
12.01	1.5.1	Asphaltic Concrete Paving - Upper Course 12.5mm Superpave (50mm depth)	TONNE	2,800		
12.02	1.5.1	Asphaltic Concrete Paving - Lower Course #1 (75mm depth)	TONNE	4,200		
12.03	1.5.3	Asphaltic Concrete Paving (UC #2 - 50mm depth) - Sidewalks, MUP (Multi-Use Path) & Driveways	TONNE	600		
12.04	1.5.4	Asphalt Curb - 50mm or 150mm high (Provisional Item)	L. M.	100		
13.00	02523	CONCRETE WALKS CURBS AND GUTTERS				
13.01	1.4.3	Concrete Curb & Gutter - Wide Base - MMCD C5	L. M.	2,800		
13.02	1.4.5	Concrete Sidewalk - 100mm thick - Broom Finished	SQ. M.	1,750		
13.03	1.4.5	Concrete Driveway Crossing - 190mm thick	SQ. M.	150		
13.04	1.4.5	Exposed Aggregate Walkway (Provisional Item)	SQ. M.	100		
13.05	1.4.10	Tactile Strip - 24" x 48" - Yellow Color - Removable Type	EACH	30		
14.00	02547	ASPHALT TACK COAT				
14.01	1.5.1	Asphalt Tack Coat	SQ. M.	20,100		

15.00	02574	COLD MILLING				
15.01	1.5.4	Cold Milling (150mm depth) - Off-site Disposal	SQ. M.	13,000		
16.00	02580	PAINTED PAVEMENT MARKINGS				
16.01	1.5.3	Thermoplastic Pavement Markings	L. S.	1		
16.02	1.5.4	Supply & Install Sign Structure - 37 kg Trapezoidal Sign Base, Pole & Cap	EACH	15		
16.03	1.5.5	Installation of each Traffic Sign on Lamp Standard Sign Mounting by Bolting (Optional Item)	EACH	50		
16.04	1.5.6	Installation of each Traffic Sign on a Sign Pole using Sign Mount Clamp	EACH	15		
16.05	1.5.7	Supply & Install Stimsonite, Model 101LP, Snowplowable Raised Pavement Marker	EACH	240		
17.00	02666	WATERWORKS				
17.01	1.8.6	Steel Air Vent relocations	L. S.	1		
18.00	02721	STORM SEWERS				
18.01	1.6.2	Storm Sewer - 375mm Dia. CONC C76-III pipe	L. M.	40		
18.02	1.6.2	Storm Sewer - 250mm Dia. SDR35 PVC pipe	L. M.	275		
18.03	1.6.4	inspection chamber for the perforated pipe	EACH	10		
18.04	1.6.5	Catch Basin, Lawn Basin Lead or Trench Dam Lead - 150mm dia DR28 PVC Pipe	L. M.	950		
18.05	1.6.5	Catch Basin Lead - 200mm dia DR35 PVC Pipe	L. M.	10		
18.06	1.6.6	100mm dia PVC - Perforated Pipe (c/w with Filter Fabric & 19mm Clear Crush Drain Rock) behind Retaining Wall	L. M.	105		
18.07	1.6.11	Underground - Trench/Check Dam	EACH	3		
18.08	1.6.6	150mm dia PVC - Perforated Pipe (c/w with Filter Fabric & 19mm Clear Crush Drain Rock) for Trench/Check Dams	L. M.	20		
19.00	02723	PIPE CULVERTS				
19.01	1.5.1	1800mm wide x 900mm high Concrete Box Culvert at Scottish Pine Avenue Crossing	L. M.	3.5		
19.02	1.5.3	Ditch Inlet structure at Scotch Pine Avenue Crossing	L. S.	1		
19.03	1.5.1	1800mm wide x 900mm high Concrete Box Culvert at/south of Galloway	L. M.	25		
19.04	1.5.3	1800mm wide Outlet structure south of Galloway	L. S.	1		
19.05	1.5.1	Storm Culvert Pipe - 900mm CONC C76-III	L. M.	50		
19.06	1.5.1	Storm Culvert Pipe - 600mm CONC C76-III	L. M.	70		

19.07	1.5.1	Storm Culvert Pipe - 375mm CONC C76-III	L. M.	10		
19.08	1.5.1	Storm Culvert Pipe - 300mm SDR35 PVC	L.M.	8		
19.09	1.5.3	16-20 Concrete Headwall for 900mm Pipe c/w Grillage	EACH	1		
19.10	1.5.3	16-20 Concrete Headwall for 900mm Pipe c/w Cast-in-Place wall and custom Grillage	EACH	1		
19.11	1.5.3	11-13 Concrete Headwall for 600mm Pipe c/w Grillage	EACH	5		
19.12	1.5.3	11-13 Concrete Headwall for 375mm Pipe c/w Grillage	EACH	2		
20.00	02725	MANHOLES AND CATCHBASINS				
20.01	1.5.1	Manhole Base, Lid, Slab, Cover & Frame - 1050 dia	EACH	3		
20.02	1.5.1.2	Manhole Risers - 1050 dia	V. M.	6.0		
20.03	1.5.1	Manhole Base, Lid, Slab, Cover & Frame - 1200 dia	EACH	1		
20.04	1.5.1.2	Manhole Risers - 1200 dia	V. M.	2.0		
20.05	1.5.1	Manhole Base, Lid, Slab, Cover & Frame - 1500 dia	EACH	2		
20.06	1.5.1.2	Manhole Risers - 1500 dia	V. M.	5.0		
20.07	1.5.2	Lawn Basin - MMCD S12 Type 2 (Optional Item)	EACH	10		
20.08	1.5.2	Catch Basin - COQ-S11A c/w Dobney Foundry Ltd. - B-39M Grate	EACH	55		
20.09	1.5.2	Catch Basin - COQ-S11B offset Sump (Optional Item)	EACH	2		
20.10	1.5.8	Cast Iron Curb Inlet - Dobney Foundry Ltd. B-24FTH (Includes Concrete Apron)	EACH	3		
20.11	1.5.3.1	Manhole Frame & Lid Replacement and Adjustments	EACH	66		
20.12	1.5.3.2	Water Valve Box Replacement and Adjustment	EACH	31		
20.13	1.5.7	1800mm x 1800mm Concrete Box Manhole at Galloway	L. S.	1		
20.14	1.5.9	Sawcut existing 1700 x 1500 Box and Install Lid	L. S.	1		
20.15	1.5.3.1	3rd Party Manhole Adjustments	EACH	9		
21.00	02831	CHAIN LINK FENCES AND GATES				
21.01	1.5.4	MMCD C14 - Handrail for End walls, Retaining Walls & Steep Slope Protection (Provisional Item)	L. M.	50		
21.02	1.5.5	Timber Rail Fence	L. M.	1,150		
21.03	1.5.6	MMCD C12 -Bollards	EACH	24		

22.00	02921	TOP SOIL AND FINISH GRADING			
22.01	1.4.1	Top Soil - 150mm thick for Sod & Hydroseeding	SQ. M.	5,500	
22.02	1.4.1	Growing Medium	C. M.	1,500	
23.00	02934	HYDRAULIC SEEDING			
23.01	1.8.1	Ground Cover (1200kg/ha) for Environmental Sensitive Areas	SQ. M.	1,000	
24.00	02938	SODDING			
24.01	1.8.1	Nursery Sod	SQ. M.	5,500	
25.00	02950	PLANTING OF TREES, SHRUBS AND GROUND COVER			
25.01	1.9.1	Trees - Parrotia Persica 'Inges Ruby Vase - 8CM Calliper	EACH	46	
25.02	1.9.1	Trees - Ulmus Americana 'Brandon' - 8CM Calliper	EACH	48	
25.03	1.9.1	Shrubs - Lavandula Latifolia - #1 Pot (60CM Spacing)	EACH	421	
25.04	1.9.1	Shrubs - Mahonia Nervosa - 30CM height (45CM Spacing)	EACH	765	
25.05	1.9.1	Shrubs - Ribes Oxycanthoides - #2 Pot (90CM Spacing)	EACH	80	
25.06	1.9.1	Shrubs - Spiraea X Bumalda 'Goldflame' - #2 Pot (60CM Spacing)	EACH	102	
25.07	1.9.1	Shrubs - Salix Purpurea 'Nana' - #2 Pot (75CM Spacing)	EACH	182	
25.08	1.9.1	Ground Cover/Ornamental Grasses - Arctostaphylos UVA-URSI Vancouver Jade - 15CM Leads (45CM Spacing)	EACH	1,089	
25.09	1.9.1	Ground Cover/Ornamental Grasses - Cotoneaster Dammeri 'Lowfast - 15CM Leads (45CM Spacing)	EACH	832	
25.10	1.9.1	Ground Cover/Ornamental Grasses - Lonicera Pileata - 30CM Spread (45CM Spacing)	EACH	412	
25.11	1.9.2	Root Barrier - 600mm Depth (Provisional Item)	L. M.	1,100	
26.00	03300	PRECAST AND CAST-IN-PLACE CONCRETE			
26.01	1.5.2	Allan Block Retaining Wall	SQ. M.	125	
26.02	1.5.2	Caps for Allan Block Retaining Wall	L. M.	105	
26.03	1.5.10	Lock Block Wall	SQ. M.	160	
26.04	1.5.8	Concrete No-post Barriers - 460mm high (1.2m long) Bull Nose Section	Each	16	
26.05	1.5.8	Concrete No-post Barriers - 460mm - 690mm high (2.5m long) Transition Section	Each	16	
26.06	1.5.8	Concrete No-post Barriers - 690mm high (2.5m long) Section	Each	16	

27.00	16650	ELECTRICAL				
27.01	1.9.8	Coast Meridian Road at David Avenue Traffic Signal Works	L. S.	1		
27.02	1.9.8	Coast Meridian Road at Galloway Avenue Traffic Signal Works	L. S.	1		
27.03	1.9.8	Coast Meridian Road at Highland Drive Traffic Signal Works	L. S.	1		
27.04	1.9.7	Coast Meridian Road at Princeton Avenue Traffic Signal Works	L. S.	1		
27.05	1.9.8	Coast Meridian Road Street and Pathway Lighting Works	L. S.	1		
27.06	1.9.8	Coast Meridian Road Communication Conduits Works (1 - 78mm RPVC Duct)	L. M.	1,450		
27.07	1.9.9	Traffic Detection Loops	EACH	8		
27.08	1.1.1	Existing Electrical Box Adjustments	EACH	6		
28.00	166605	BC HYDRO, TELUS & SHAW CABLE UNDERGROUND DUCTS				
28.01	1.1.1	BC Hydro - Install 3 - 78mm (3") - DB2 (GREY) Concrete Encased Duct Bank (min. 1m Depth)	L. M.	80		
28.02	1.1.1	Telus - Install 9 -103mm - DB2 (ORANGE) Duct Bank (min. 2m Depth)	L. M.	210		
28.03	1.1.1	Telus - Install 2 -103mm - DB2 (ORANGE) Duct Bank (min. 2m Depth)	L. M.	10		
28.04	1.1.1	Telus - Install 3 -103mm - DB2 (ORANGE) Duct Bank (min. 2m Depth)	L. M.	25		
28.05	1.1.1	Telus - Installation of 3-WAY Pilaster	EACH	3		
28.06	1.1.1	Shaw Cable - Install 4 -103mm - DB2 (WHITE) Duct Bank (min. 1m Depth)	L. M.	200		
28.07	1.1.1	Shaw Cable - Install 1.5m Square Service Vault	EACH	1		
28.08	1.1.1	BC Hydro Precast Concrete Box (832 TYPE) - Box Adjustment	EACH	4		
28.08	1.1.1	BC Hydro Precast Concrete Box (THROUGH TYPE) - Manhole Adjustment	EACH	1		
TOTAL (Exclude GST)						

Appendix 2

**Coast Meridian Road (David to Harper)
Contract 74092**

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

THIS IS A MANDATORY PART OF THE TENDER SUBMISSION

CONSTRUCTION ACTIVITY	2014						2015									
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT

SUBSTANTIAL PERFORMANCE DATE: OCTOBER 31, 2015.

Proposed Disposal Site: _____

Appendix 3

Coast Meridian Road (David to Harper)

Contract 74092

EXPERIENCE OF SUPERINTENDENT

(Reference MMCD Instructions to Tenderers – Part II, Item 5.3.3, and
Supplementary Specifications, Section 1.0 - Contract Specific Instructions, Items 4.04 & 4.05)

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

Coast Meridian Road (David to Harper)

Contract 74092

CONTRACTOR'S COMPARABLE WORK and 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

Coast Meridian Road (David to Harper)

Contract 74092

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:	

Appendix 6

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 Oblige, hereinafter called the Oblige, 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 Oblige, dated the _____ day of
_____, 20__ 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 Oblige the
difference in money between the amount of the bid of the said Principal and the amount for which the Oblige 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 _____, 20__.

SIGNED, SEALED AND DELIVERED
In the presence of:

_____)	_____
)	PRINCIPAL
)	
)	_____
)	SURETY

Appendix 7

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: **74092**

Contract Name: **Coast Meridian Road (David to Harper)**

Description of Work:

Construction of approximately 1,400 meters of a four lane Arterial Road including Concrete Curb & Gutter, Concrete Sidewalk, Asphalt Multi-use Pathway, Retaining Walls, Environmental Instream Work, Storm Sewer, Culverts, Street Trees, Landscaping, Pavement Markings, Street Lighting, Traffic Signals, Communication Duct and BC Hydro/Telus/Shaw Underground Ducting.

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 of .

Contract: **Coast Meridian Road (David to Harper)**
Reference No. **74092**

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 **OCTOBER 31, 2015**, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of 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", and Schedule 2, entitled "List of Drawings" which are attached and form 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

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, by email, 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: 604-927-3525

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 email or 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)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY AND POSITION - PRINT)

Owner:

(FULL LEGAL NAME OF OWNER)

(MAYOR)

(CITY 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 2000. 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 Specifications*;
- 6 Supplementary Detail Drawings, if any;
- 7 Standard Detail Drawings, if any;
- 8 Executed Form of Tender, including all Appendices;
- 9 Drawings listed in Schedule 2 to the Agreement - "List of Drawings";
- 10 Instructions to Tenderers - Part I;
- 11 Instructions to Tenderers - Part II*;
- 12 The following Addenda:
As issued.
- 13 City of Coquitlam Supplementary Specifications for Contract Documents.

Schedule 2

LIST OF DRAWINGS

(Complete Listing of All Drawings, Plans and Sketches that are part of the Contract Documents)

Bound in this Document (Appendix C):

TITLE	DRAWING NO.
TRENCH DETAILS FOR STANDARD SECTIONS	COQ-G4
SIDE INLET CATCH BASIN ASSEMBLY	COQ-S11A
TYPICAL TOP INLET CATCH BASIN WITH OFFSET SUMP	COQ-S11B
432 X 635 MODIFIED GRATE	B=39M
MANHOLE COVER & FRAME	COQ-S16
AIR RELEASE VALVE	COQ-W6
PRECAST REINFORCED CONCRETE 'NO-POST' BARRIER	COQ-R18
STREET TREE TRENCH AND PLANTING DETAIL	COQ-R19
PROTECTION FENCING	COQ-R23

TREE RETENTION GUIDELINE	COQ-R24
ROOT PRUNING GUIDELINE	COQ-R25
BOULEVARD – SIDEWALK UTILITY STRIP	COQ-C1
ARTERIAL, INDUSTRIAL SIDEWALK CROSSING WITH DRIVEWAY	COQ-C7A
TYPICAL CURB/SIDEWALK DRIVEWAY LETDOWN – SEPARATED SIDEWALK	COQ-C7B
WHEELCHAIR RAMP DETAIL	COQ-C9
TYPE B WHEELCHAIR RAMP	COQ-C9A
SILT FENCE	ES-EC-4
CATCH BASIN SEDIMENT BAG INSERT	ES-EC-5
TEMPORARY INTERCEPTOR SWALE	ES-EC-7
CHECK DAM	ES-EC-8

INTERCEPTOR DRAIN	ES-EC-9
TARP/PLASTIC COVERING FOR SLOPES & STOCKPILES	ES-SC-11
ROLLED EROSION CONTROL PRODUCTS	ES-EC-12
EROSION BLANKETS & TURF REINFORCEMENT MATS CHANNEL INSTALLATION	ES-EC-16
ROUND STEEL SIGN POST INSTALLTION DETAILS	SP635-3.8.1
ROUND STEEL SIGN POST INSTALLATION DETAILS	SP635-3.8.2
SIGN INSTALLATION ON THE SIDE OF POLES	SP635-3.9.1
TRAPEZODIAL CONCRETE BASE FOR ROUND STEEL SIGN POST (PRECAST OR Poured IN PLACE)	SP635-1.1.45
CURB INLET	B-24FTH
11-13 HEADWALL STRUCTURE	HW-11-13-1.0
16-20 HEADWALL STRUCTURE	HW-16-20-1.0

ARMOR TILE DETECTABLE/WARNING SURFACE TILE	ADA-C-2448
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ISL - Full Size Contract Drawings:

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COAST MERIDIAN ROAD LOCATION PLAN AND DRAWING INDEX	1 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) GENERAL NOTES	2 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) TYPICAL SECTIONS	3 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+050 TO 0+180	4 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+180 TO 0+340	5 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+340 TO 0+500	6 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+500 TO 0+630	7 OF 57	MAY 29, 2014	4

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+630 TO 0+740	8 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+740 TO 0+870	9 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 0+870 TO 1+025	10 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 1+025 TO 1+170	11 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 1+170 TO 1+310	12 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, STA 1+310 TO 1+440	13 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) MILLARD AVENUE, STA 4+00 TO 4+100	14 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN MULTI USE PATH, STA 13+170 TO 13+298	15 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN MULTI USE PATH, STA 14+007 TO 14+100	16 OF 57	MAY 29, 2014	4

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN MULTI USE PATH, STA 15+006 TO 15+187	17 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN MULTI USE PATH, STA 18+004 TO 18+170	18 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN MULTI USE PATH, STA 18+170 TO 18+266	19 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+060 TO 0+225	20 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+240 TO 0+405	21 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+420 TO 0+585	22 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+600 TO 0+735	23 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+750 TO 0+915	24 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 0+930 TO 1+095	25 OF 57	MAY 29, 2014	4

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 1+110 TO 1+275	26 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD, X-SECTIONS, STA 1+290 TO 1+410	27 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) MILLARD AVENUE, X-SECTIONS, STA 4+20 TO 4+60	28 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) DRIVEWAY SECTIONS	29 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) SIGNAGE & PAVEMENT MARKINGS STA 0+050 – 0+780	30 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) SIGNAGE & PAVEMENT MARKINGS STA 0+780 – 1+427.56	31 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD STORMWORKS, STA 0+050 TO 0+370	32 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD STORMWORKS, STA 0+370 TO 0+740	33 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD STORMWORKS, STA 0+740 TO 1+120	34 OF 57	MAY 29, 2014	4

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) COAST MERIDIAN RD STORMWORKS, STA 0+110 TO 1+400	35 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) GALLOWAY AVE STORM DETAILS	36 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) DETAILS	37 OF 57	MAY 29, 2014	4
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) LANDSCAPING PLAN, STA 0+020 TO 0+360	38 OF 57	MAY 29, 2014	2
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) LANDSCAPING PLAN, STA 0+360 TO 0+720	39 OF 57	MAY 29, 2014	2
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) LANDSCAPING PLAN, STA 0+700 TO 1+060	40 OF 57	MAY 29, 2014	2
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) LANDSCAPING PLAN, STA 1+060 TO 1+400	41 OF 57	MAY 29, 2014	2
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) LANDSCAPING DETAILS & PLANT LIST	42 OF 57	MAY 29, 2014	2
COAST MERIDIAN ROAD (DAVID AVENUE TO HARPER DRIVE) EROSION & SEDIMENT CONTROL PLAN DAVID AVENUE TO PRINCETON AVE	43 OF 57	MAY 29, 2014	2

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
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DMD - Full Size Contract Drawings:

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STREET AND PATHWAY LIGHTING COAST MERIDIAN ROAD DAVID AVE. TO HARPER RD. COQUITLAM, BC	47 OF 57	MAY 27/2014	1
STREET AND PATHWAY LIGHTING COAST MERIDIAN ROAD DAVID AVE. TO HARPER RD. COQUITLAM, BC	48 OF 57	MAY 27/2014	1
TRAFFIC SIGNAL MODIFICATIONS COAST MERIDIAN ROAD AT DAVID AVENUE COQUITLAM, BC	49 OF 57	MAY 27/2014	1
TRAFFIC SIGNAL MODIFICATIONS COAST MERIDIAN ROAD AT DAVID AVENUE COQUITLAM, BC	50 OF 57	MAY 27/2014	1

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TRAFFIC SIGNAL MODIFICATIONS COAST MERIDIAN ROAD AT PRINCETON AVENUE COQUITLAM, BC	52 OF 57	MAY 27/2014	1
TRAFFIC SIGNAL MODIFICATIONS COAST MERIDIAN ROAD AT PRINCETON AVENUE COQUITLAM, BC	53 OF 57	MAY 27/2014	1
TRAFFIC SIGNAL MODIFICATIONS COAST MERIDIAN ROAD AT HIGHLAND DRIVE COQUITLAM, BC	54 OF 57	MAY 27/2014	1
TELUS, BC HYDRO AND SHAW PROPOSED UNDERGROUND PLAN COAST MERIDIAN ROAD DAVID AVE. TO HARPER RD. COQUITLAM, BC	55 OF 57	MAY 27/2014	1
TELUS, BC HYDRO AND SHAW PROPOSED UNDERGROUND PLAN COAST MERIDIAN ROAD DAVID AVE. TO HARPER RD. COQUITLAM, BC	56 OF 57	MAY 27/2014	1
TELUS, BC HYDRO AND SHAW PROPOSED UNDERGROUND PLAN COAST MERIDIAN ROAD DAVID AVE. TO HARPER RD. COQUITLAM, BC	57 OF 57	MAY 27/2014	1

*Supplementary
General Conditions*

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CONTRACT ADMINISTRATOR	3	
Appointment	3.1.3	<i>(Add new clause 3.1.3 as follows):</i> The Contractor shall promptly and efficiently comply with any reasonable instruction issued by the Contract Administrator.
Contract Administration	3.3.10	<i>(Add new clause 3.3.10 as follows):</i> The Contractor is responsible for all survey layout for the construction of the Work to the design specifications and/or elevations as shown on the contract drawings or as amended on site by the Contract Administrator.
Inspection and Site Inspector	3.4	
	3.4.9	<i>(Add new clause 3.4.9 as follows):</i> Construction layout will be staked out by the Contract Administrator as outlined in this section. The Contractor shall give the Contract Administrator a minimum of FIVE (5) full working days notice for scheduling of survey layout, and shall ensure that the area scheduled for survey layout is not encumbered by storage of materials or equipment. The Contractor shall, before commencing the work, satisfy himself as to the meaning and correctness of all stakes, marks, grade sheets and other notes. The Contractor shall be responsible for the preservation of all layout stakes and marks established by the Contract Administrator. Should any layout stakes be disturbed, lost or destroyed after having once been given the Contractor shall at once notify the Contract Administrator in writing, and all expenses incurred by the Contract Administrator in replacing the stakes will be charged against the Contractor or may be deducted from any monies due or that may become due to the Contractor. If at any time during the progress of the work any error shall appear or arise in the position, levels, dimensions or alignment of any part of the work, the Contractor shall stop work on his portion of the project and notify the Contract Administrator who will within a reasonable time verify the same. If the Contractor proceeds with the work after a discrepancy is discovered, he does so at his own risk. The Contractor shall make allowances in his work schedule for delays of this nature and shall not claim or be paid for related stand-by or shut-down time.
CONTRACTOR	4	
Control of the Work	4.1	<i>(Add to clause 4.1.2 as follows):</i>
	4.1.2	During all phases of the operation the Contractor shall take precautions to abate nuisance caused by mud or dust by clean-up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the Contract Administrator. The Contractor shall take care to prevent spillage on streets over which hauling is done and the Contractor shall immediately clean up any such spillage or debris deposited on streets due to his operations. The Contractor shall not deposit any material upon any street, sidewalk, boulevard or other property, without the Contract Administrator's or the Owner's permission, nor shall he allow the same to remain longer than necessary. All surplus spoil and rubbish and other waste material shall be removed from the site so that the area of work is cleaned up and restored to as clean a condition as it was before the Contract started, within four days of the Contract Administrator's written request to do so, failing which the Owner may carry out the work or have the work carried out by others and recover the costs from the Contractor or may deduct the cost from any monies due or that may become due to the Contractor.

Hours of Work	4.1.3	<p><i>(Add new Clause 4.1.3 as follows):</i></p> <p>Work can be performed during the normal weekday working hours of 0700h to 1900h. Written permission from the Contract Administrator will be required for any works to be performed outside of the normal working days of Monday to Friday.</p> <p>No Sunday work will be permitted, except in case of emergency and then only with the written permission of the Contract Administrator and to such extent as he deems necessary.</p> <p>In case the Contractor decides to work on a day which is a Statutory Holiday, he shall provide the Contract Administrator in writing at least (4) days in advance of such holiday, stating those places where said work is to be conducted. In case the Contractor fails to give such notice in advance of any Statutory Holiday, no work within the terms of the contract shall be done on such holiday.</p> <p>The Contractor shall not schedule work that will require inspection beyond the Owner's normal office hours and working days without prior approval from the Contract Administrator. Any extra cost incurred by the Owner for work done outside of normal office hours and working days will be deducted from the Contractor's monthly payments unless pre-approved by the Contract Administrator. The cost of inspections on a Sunday or on a Statutory Holiday by City staff/s will be at Contractor's expense. No greater quantity of work shall be undertaken at any one time than can be properly conducted with due regard to the rights and interests of the public, as may be determined by the Contract Administrator.</p> <p>If Road and Sidewalk Closure Permits are issued, the work will be restricted to the time limits indicated on the permit.</p>
Traffic Control Management	4.1.4	<p><i>(Add new clause 4.1.4 as follows):</i></p> <p>The Contractor shall ensure safe passage of vehicles and pedestrian through the work zone and have a traffic management plan, approved by Contract Administrator, and an approved Road and Sidewalk Closure Permit in place prior to start of work. The Contractor shall follow City's Traffic Management Detail Specifications.</p> <p>Refer to Contract's Supplementary Specifications - Appendix A: Traffic Management Detail Specifications</p>
Safety	4.2 4.2.2	<p><i>(Add new clause 4.2.2 as follows):</i></p> <p>For the purposes of Occupational Health and Safety, the <i>Contractor</i> is the "Prime Contractor" as detailed in the Worker's Compensation Act, Section 118. The <i>Contractor</i> shall have and maintain an Occupational Health and Safety Program that meets the requirements of the WCB and the WCB OH&S Regulations.</p>
Protection of Work, Property and the Public	4.3 4.3.4	<p><i>(Replace Clause 4.3.4 as follows):</i></p> <p>Before commencing any <i>Work</i> at the <i>Place of the Work</i>, the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being the <i>Place of the Work</i>. The <i>Contractor</i> shall also be responsible to consult with all the utility corporations that provide electricity, communications, gas or other utility services in the area of the <i>Place of Work</i>, to locate all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i>. Costs to do the locates will be incidental to the contract.</p>

- 4.3.7 *(Add new clause 4.3.7 as follows):*
Any lands other than those upon which the work is to be performed, which may be required for temporary facilities, storage purposes or access to the work site, other than those provided by the *Owner*, shall be provided by the *Contractor* at his own cost, with no liability to the *Owner*.
- 4.3.8 *(Add new clause 4.3.8 as follows):*
The *Contractor* shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residences adjacent to the *Place of Work*. No greater quantity of work shall be undertaken at any one time than can be properly conducted with due regard to the rights and interests of the public as may be determined by the *Contract Administrator*.
- The *Contractor* is to provide at all times safe and convenient means of approach and entrance to adjoining lanes, driveways, buildings and property both for vehicles and pedestrians to the satisfaction of the *Contract Administrator*. For this purpose he shall construct and maintain suitable and safe platforms, approaches, structures, bridges, diversions or other works.
- Where traffic must cross open trenches, the *Contractor* shall provide suitable bridges. Where trenches have been backfilled or where road improvements are incomplete the *Contractor* shall take any steps necessary to prevent potholes or other traffic hazards. Where the *Contract Administrator* so instructs or where Contract Specifications so require, the *Contractor* shall provide temporary asphalt patching of such hazards.
- Construction Schedule**
- 4.6 *(Replace Clause 4.6.1 as follows):*
4.6.1 The Contractor shall within the time set out in the Form of Tender prepare and submit to the Contract Administrator for his approval a construction schedule (the Baseline Construction Schedule) indicating the planned start and completion dates of major activities of the Work. The Baseline Construction Schedule shall be in more detail than the Preliminary Construction Schedule and shall indicate completion of the Work in compliance with any specified Milestone Dates, including Substantial Performance.
- 4.6.6 *(Replace Clause 4.6.6 as follows):*
The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued. The Notice to Proceed will not be issued until the construction schedule has been approved.
- 4.6.7 *(Add new Clause 4.6.7 as follows):*
Any requests to lengthen the work schedule shall be made in writing by the Contractor within five working days of knowledge of the reason for the extension. The Contract Administrator will adjust the schedule at his discretion upon receipt of a written request.
- Workers**
- 4.8 *(Add new Clause 4.8.2. as follows):*
4.8.2 The Contractor shall, upon the request of the Contract Administrator, remove any person employed by him for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the Place of Work.

Materials

4.9

4.9.3

(Add new clause 4.9.3 as follows):

The Contractor shall, at his cost,

- a) Be responsible for storing all of the materials supplied for the Work either by himself or the Owner, until it has been incorporated into the completed Work;
- b) Store all materials in a manner which will prevent damage from the weather, dirt, foreign matter, vandalism and theft;
- c) Arrange for and/or verify the time of delivery of all materials to be supplied by himself or the Owner to ensure that delivery will coincide with his work schedules.
- d) Examine with the Contract Administrator the quantities and details of all materials supplied by the Owner at the time and place of delivery or those materials already at the Place of Work, and prepare and sign a Statement of Materials Acceptance, specifically noting and rejecting any defective material;
- e) Replace all materials supplied by himself or the Owner which are found to be stolen, missing or damaged while under his care;
- f) Assume responsibility, upon signing of the Contract, for all materials supplied by the Owner and already at the Place of Work.
- g) Replace all materials found to be defective in manufacture which have been supplied by himself.

Subcontractors

4.11

4.11.3

(Delete clause 4.11.3 and replace with):

The Contractor shall, upon notice of the Contract Administrator, remove any Subcontractor employed by him for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted himself improperly, and the Contractor shall not permit the Subcontractor who has been removed to return to the Place of Work. The removal of a Subcontractor under this clause shall not be considered a Change and the Contract Price and the Contract Time shall not be adjusted.

Test and Inspections

4.12

4.12.2

(Delete clause 4.12.2(a) and replace with):

The Owner is to perform or arrange for all the tests, inspections or approval. If test results indicate a non-conformance to the Contract, all testing subsequent to initial testing, will be performed by the Owner, at the expense of the Contractor, and those costs will be deducted from payments to the Contractor.

4.12.8

(Add Clause 4.12.8 as follows):

The Contractor shall give the Contract Administrator two (2) full working days' notice to arrange and witness any testing required by the Contract.

4.12.9

(Add Clause 4.12.9 as follows):

Failure to follow DFO/MOE BMPs for Instream Works or as instructed by Contract Administrator will result in shut-down of the work. Failure to comply on what is stated on the approved permit will result in shut-down of the work. The Contractor must take all steps to mitigate impacts to aquatic resources, environment and habitats before work can re-start on site. No claim will be accepted by the Owner for costs associated with this work shut-down.

Final Clean-up	4.14 4.14.3	<i>(Add new Clause 4.14.3 as follows):</i> The Contractor will be responsible for the complete clean-up of the work site at the end of construction and prior to the Substantial Performance review. The clean-up is considered incidental to the Contract. The work will include cleaning of all catch basins within the work area, or nearby location as affected by the Work, regardless of the condition of the catch basins prior to starting the Work and all manholes and/or sewers affected by work done under this contract. All cleaning is to be performed by <u>vacuum truck to the satisfaction of the Contract Administrator</u> and will include off-site disposal of waste material.
Notice of Disruption	4.16 4.16.2	<i>(Add new Clause 4.16.2 as follows):</i> Written notice must be provided to all properties which may be physically affected by the construction not less than one week and not more than two weeks prior to construction. Notify occupants directly affected by the work 48 hours in advance of commencement of construction. Cost of notifying area occupants of ensuing construction and delivery of the notices is incidental to the Contract. Cost of obtaining releases from area occupants affected by construction is incidental to the Contract.
OTHER CONTRACTORS	6	
Coordination and Connection	6.2 6.2.1	<i>(Delete clause 6.2.1 and replace with):</i> The Contractor shall, in accordance with usual construction practice, coordinate the Work with the Other Work and connect to Other Work as specified or shown in the Contract Documents. The Contractor shall not be entitled to additional payment or an extension of contract time for delays where connections to works were specified in the Contract.
CHANGES		
Optional Work	7.4 7.4.2	<i>(Add new clause 7.4.2 as follows):</i> If there are Optional items or Provisional items included in the <i>Schedule of Quantities and Prices</i> , those items shall be used only as directed and at the sole discretion of the Contract Administrator. These items will be paid at the contract unit price as part of regular progress payments. Only quantities used will be eligible for payment. No claim will be accepted for unused Optional or Provisional quantities.
VALUATION OF CHANGES AND EXTRA WORK	9	
Valuation Method	9.2.4	<i>(Replace Clause 9.2.4 as follows):</i> Once a quotation is accepted by the Contract Administrator, or other agreement reached between the Contract Administrator and the Contractor regarding adjustments to the Contract Price or Contract Time on account of a Change or Extra Work, the Contractor shall not be entitled to claim or receive additional payment, or adjustment to the Contract Time on account of a Change or Extra Work.

DELAYS

13

**Delay by Owner or
Contract
Administrator**

13.1.2

(Add new Clause 13.1.2 as follows):

The Owner may at any time suspend the work or any portion thereof provided he gives the Contractor five (5) days' written notice of delay. The Contractor shall resume work upon written notice from the Owner, The Contractor shall be entitled to:

- a) An extension of the Contract time equivalent to the length of suspension of work.
- b) Reimbursement by the Owner for directly related out-of-pocket additional costs, reasonably and necessarily incurred by the Contractor as a result of such suspension. No additional payment will be made to the Contractor for any loss of profits or overhead.

**Direction to Stop or
Delay**

13.7.3

(Add new Clause 13.7.3 as follows):

The Contract Administrator may order the Contractor to stop work if at any time the Contract Administrator is of the opinion that there exists a danger to life or property.

**Liquidated Damages
for Late Completion**

13.8.1

(Delete Clause 13.8.1 (a) and replace as follows):

a) An amount of **\$1000.00** per calendar day for each day, or portion, that *Substantial Performance* is achieved after the date established for *Substantial Performance* in the *Contract*; plus

PAYMENT

18

**Preparation of
Payment Certificate**

18.1.1

(Delete 18.1.1 and replace as follows):

The Contract Administrator shall prepare and issue a certificate for the period ending the last calendar day of the month.

**Substantial
Performance**

18.6.5

(Delete Clause 18.6.5 and replace as follows):

The Owner may release any builders lien holdback on the 56th day following the date of Substantial Performance, or other date as required by law, but the Owner may hold back the amounts for any deficiencies or filed builders liens as provided in GC 18.4.2, GC 18.4.3 and 18.4.4.

18.6.6

(Replace Clause 18.6.6 as follows):

The *Contract Administrator*, as defined herein, shall be the *Payment Certifier* responsible under Section 7 of the *Builders Lien Act* for certifying *Substantial Performance* of the *Work* of the *Contractor*, but not the *Work* of *Subcontractors*. The *Contractor* shall cooperate with and assist the *Contract Administrator* by providing information and assistance in as timely manner as the *Contract Administrator* considers necessary to carry out the duties of the *Payment Certifier* for the *Contract*.

The *Contractor* shall be the *Payment Certifier* responsible under Section 7 of the *Builders Lien Act* for certifying *Substantial Performance* of the *Work* of each *Subcontractor*. Prior to certifying completion for a *Subcontractor*, the *Contractor* shall consult the *Contract Administrator* and obtain the *Contract Administrator's* comments on the status of completion by the *Subcontractor*, including any deficiencies or defects in the *Subcontractor's Work* noted by the *Contract Administrator*. The *Contractor* will indemnify and save the *Owner* harmless from any and all liability the *Owner* may have to anyone arising out of the certification by the *Contractor* of *Substantial Performance* for that *Subcontractor*.

Notwithstanding any other provision of the *Contract*, no payments will be due or owing to the *Contractor* so long as a Lien filed by anyone claiming under or through the *Contractor* remains registered against the Project of any lands, or interest therein, on which *Work* for the project was performed. Failure of the *Contractor* to remove all Liens promptly will entitle the *Owner* to damages.

**LAWS, NOTICES,
PERMITS AND FEES** **20**

Environmental Laws 20.4.2 *(Add new Clause 20.4.2 as follows):*
The successful tenderer will be required to observe and achieve all terms and conditions required under the Fisheries Act. The following is a partial list of conditions that the Contractor shall allow for in it's tendered prices:

All work must be undertaken and completed in such a manner as to prevent the release of silt, sediment or sediment-laden water, raw concrete, concrete leachate, or other deleterious substance into any water courses;

Silt fences must be erected and maintained around all construction areas;

All work must be undertaken and completed in isolation of all flowing water to maintain downstream water quality, and unrestricted flows;

The guidelines for sediment and erosion control outlined in the jointly published BC Environment/Fisheries and Oceans Canada document "Land Development Guidelines For the Protection of Aquatic Habitat" must be adhered to;

All work must be carried out during favorable and low water conditions;

All equipment and machinery must be in good working condition (power washed), free of leaks or excess oil and grease. No equipment refueling or servicing shall be undertaken within a minimum of 30 metres of any water course or surface water drainage;

A spill containment kit must be readily accessible on site. **Any spill of reportable quantities must be immediately reported to the Provincial Emergency Program's 24 hour phone line at 1-800-663-3456;**

Machinery must not enter the watercourses without approval of the Contract Administrator;

Any fill used on this project shall be certified inert and from a source which is confirmed to be free of contaminants;

**WORKERS
COMPENSATION
REGULATIONS** **21**

**Workers
Compensation
Regulations** 21.4 *(Add new clause 21.4 as follows):*
All works shall be in strict compliance with WorkSafe BC OHS Regulation Part 19 when working near or under any overhead power lines.

The Contractor must be fully aware of the danger to workers and shall take all necessary safety precautions when working near to existing utilities, such as high pressure gas, water line and BC Hydro lines.

21.5 *(Add new clause 21.5 as follows):*
All works shall be in strict compliance with WorkSafe BC OHS Regulations.

INSURANCE	24	<i>(Delete Clause 24 Insurance and replace as follows):</i>
Introduction	24.1	Importance of Prompt Attention to Insurance and Bond Requirements:
	24.1.1	The City Council has directed that the apparently successful Contractor, after being so informed, shall complete the "Supplementary General Conditions Regarding Contract Insurance and Bond Specifications". <u>Contractors are advised, however, to make themselves familiar with the Specifications as undue delay may result if advance investigations are not carried out.</u>
	24.1.2	Format of the Supplementary General Conditions: Section 24 deals generally with insurance and bonding with respect to the Contract. Certain documents must be provided at the time of tendering. These requirements are set out in Section 24.3. Before any work may commence, <u>and no exceptions will be allowed to this rule</u> , certain other documentation will be required and this is set out in Sections 24.4 and 24.5.
General	24.2	Supplementary General Conditions Forming Part of the Contract:
	24.2.1	The Supplementary General Conditions regarding Contract insurance and bond specifications set out herein shall be attached to and form part of the Contract Documents.
	24.2.2	Acceptable Insurance Carriers: The insurer issuing any policy, or other document which is evidence of insurance to the Contractor, shall be an insurer licensed by the Superintendent of Insurance in the Province of British Columbia and registered with the Department of Insurance for Canada at Ottawa, except the Insurance Corporation of British Columbia, which is not subject to this condition.
	24.2.3	Owner's Right to Change Terms: Notwithstanding anything contained in the Contract Documents, the Owner will have the right to request a change to the specified terms and conditions respecting insurance at the sole option of the Owner. The Contractor will be notified in writing of any changes required by the Owner and will provide a quotation for such work.
	24.2.4	Delivery of Insurance Documents: All insurance policies or other acceptable specified documents shall be delivered to, and accepted by, the Owner before the Contract Documents are signed. <u>No work shall be commenced by the Contractor or by anyone acting on the instructions of the Contractor, until the required Insurance Documents have been accepted by the Owner and the Contract Documents have been duly signed by the Owner and the Contractor.</u>
	24.2.5	Owner's Right to Insure: Should the Contractor for any reason not comply with the specified requirements with respect to the insurance, the Owner will, at the Owner's option, have the right to purchase all or any part of such insurance which, in the opinion of the Owner, may be required to provide the specified insurance, and, in the event of so doing, the Owner will have the right to pay the premiums for such insurance and to withhold the amount of premiums so paid from any amount due and payable to the Contractor under the Contract.

**Procedure
Respecting
Tendering**

24.3 **Security Deposit:**
24.3.1 Each tender must be accompanied by a Bid Bond on the form included as Appendix 6 in the Form of Tender, said Bid Bond to be issued by a surety company licensed to conduct business in the Province of British Columbia and shall be in the amount of ten percent (10%) of the Tender Price.

24.3.2 **Certificate of Compliance:**
The Contractor shall submit the Certificate(s) of Compliance for Contract Insurance included as Appendix 7 of the Form of Tender with respect to the insurance required to be provided by the successful Tenderer.

**Procedure
Respecting Contract
Insurance and
Bonding**

24.4 **General Conditions:**
24.4.1 **Damage to work** (excluding Building Contracts where Section 24.5, Paragraph 24.5.1, Further Responsibilities of Contractor, applies).

The Contractor shall be responsible for any and all loss, or damage, whatsoever which may occur on or to the works, completed or otherwise, until such time as the entire works have been completed and the Notice of Acceptance has been issued by the Owner, except that loss or damage caused solely by an act of the Owner. In the event of any loss or damage occurring, the Contractor shall, on notice from the Contract Administrator, immediately put the works into the condition it was immediately prior to such loss or damage, all at the Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

The Contractor shall be responsible for any and all loss or damage whatsoever which may occur on or to the works, completed or otherwise, arising out of the negligence of the Contractor, any subcontractors, and the employees or agents of any of them.

Indemnity

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

24.4.2 **Bonds:**

To ensure the faithful execution and proper fulfilment of the Contract, the Contractor shall provide the Owner with the following bonds at the time of his execution of the Contract Agreement:

A Performance Bond in the amount of fifty percent (50%) of the total Contract amount covering the faithful performance of the Contract; and

A Labour and Material Payment Bond in the amount of fifty percent (50%) of the total Contract Price.

The above bonds must be issued by a surety company licensed to carry on business in the Province of British Columbia and shall be provided on the forms included as Appendix I and Appendix II respectively.

**Physical Loss or
Damage With
Respect to New
Buildings under
Construction and/or
Major Additions to
Existing Structures**

- 24.4.3 **Public Liability Insurance**
(Other than Automobile Third Party Liability Insurance):
- Evidence of Insurance**
The Contractor shall deposit with the Owner, before the work commences, a Certificate of Insurance, signed by an authorized representative of the insurer, such certificate to be as shown in Appendix III.
- Effective Dates and Terms:**
The effective date of the Certificate of Insurance shall be the date of the execution of the Contract Agreement and the term of this policy shall be from such effective date until a date not less than twelve (12) months after the date of completion of all work under the Contract.
- Limits of Liability:**
For bodily injury and for property damage shall be inclusive limits not less than \$5,000,000.
- 24.4.4 **Public Liability Insurance (Automobile):**
- The Contractor shall deposit with the Owner before the work commences a Certificate of Insurance with respect to owned automobiles on ICBC Form No. APV 47 entitled "Confirmation of Insurance Coverage" and with respect to Non-Owned Automobiles including hired automobiles and Contractual Liability on ICBC non-owned automobile policy Form APV 29 (if non-owned automobile coverage is not included under the comprehensive general liability coverage) each signed by an authorized representative of the Insurance Corporation of British Columbia.
- 24.5 **Responsibility for Placing Insurance:**
- 24.5.1 The types of insurance required under this section will be provided and maintained at the expense of the City of Coquitlam during the term of the Contract and will be as follows unless otherwise changed by specific endorsement to these Insurance Specifications.
- 24.5.2 **Insurance Coverage Required:**
- Builders Risk Completed Value "All Risks" Course of Construction Insurance. This policy will be written in the names of the City of Coquitlam and the Contractor with loss payable as their respective interests may appear.
- 24.5.3 **Responsibility of Contractor – Limitations of cover and deductibles:**
- The insurance provided by the City of Coquitlam as described herein will not provide the Contractor with full protection against any and all kinds of loss or damage which may arise out of the Contract. It is, therefore, the responsibility of the Contractor to fully understand the scope of the cover provided with particular attention to the exclusions, limitations of cover and deductible provisions contained in the Insuring Agreements of the policies and it is further the responsibility of the Contractor to take out at the Contractor's expense, whatever other additional insurance the Contractor may consider necessary or desirable for his protection subject as hereinafter provided. The Contractor shall act in the same manner on insurance made available through the City of Coquitlam as he would if he had arranged such insurance himself.

24.5.4 **Responsibility of Contractor – Direct Damage Insurance:**

If the Contractor fails to do all or anything that is required of him concerning insurance, the City of Coquitlam may do what is required and any monies expended by the City of Coquitlam for that purpose shall be repayable and recoverable from the Contractor. Should any action failure, or negligence of the Contractor result in higher insurance costs being incurred by the City of Coquitlam, such additional costs shall be payable or recoverable from the Contractor.

24.5.5 **Responsibility of Contractor – Machinery and Equipment Belonging to Others:**

Unless otherwise directed by the City of Coquitlam in writing, the Contractor shall carry insurance covering loss or damage to construction machinery, tools and equipment owned by and/or on bare rental from a third party or parties and used by the Contractor in performing the work, which insurance shall be in a form satisfactory to the City of Coquitlam and having coverage in accordance with the actual cash value of such construction machinery, tools and equipment. Such policies shall also provide for subrogation to be waived against the City of Coquitlam. A certified copy of the policy shall be delivered to the City of Coquitlam not later than thirty days after the commencement of work under the Contract.

24.5.6 **Contractor's Waiver of Liability to Coquitlam:**

The Contractor hereby releases the City of Coquitlam from any and all liability for damages to the extent that such damages are covered by the course of construction insurance referred to in Section 24.5 of these specifications.

24.5.7 **Liability of Contractor:**

Neither the providing of insurance by the Contractor or the City of Coquitlam in accordance with the requirements hereof, nor the insolvency, bankruptcy, nor failure of any insurance company to pay any claim accruing shall be held to waive any of the provisions of this Contract with respect to the liability of the Contractor or otherwise.

24.5.8 **Responsibility of Contractor for protection of work, persons and property:**

The Contractor and all persons employed by the Contractor or under his control, and all employees and subcontractors, shall use due care that no person or property is injured, and that no rights are infringed in the prosecution of the work. Contractors shall take particular care to protect the work against loss or damage caused by riot, vandalism or malicious mischief and shall be at the expense of the Contractor provide all necessary safeguards in the form of watchmen and/or watch dog protection to prevent loss or damage of this type. The payment of deductibles is the responsibility of the Contractor and if not paid by the Contractor such amounts shall be deducted by the City of Coquitlam from payment due to the Contractor. These deductibles will normally be \$250.00 each claim.

24.5.9 **Action to be taken in the event of loss or damage to the work covered by the Contract:**

When any loss or damage occurs to the work or to any materials and supplies on the site of the work, the Contractor shall remove any and all damaged or destroyed property and shall rebuild or replace the damaged or destroyed work, materials, or supplies and complete the work to the satisfaction of the Owner. For such removal, rebuilding, or replacing, the Contractor shall be entitled to receive from the Owner the amount of insurance monies received by the Owner pursuant to the said adjustment which amount shall be paid to the Contractor as the work of rebuilding or replacing proceeds, and in accordance with the Agreement. Damage or destruction of the whole or any part of the work shall not affect the rights and obligations of either party under the Agreement, except that in such event the Contractor shall be entitled to such

reasonable extension of time to complete the work as the Architect and/or Contract Administrator may decide.

24.5.10 **Further responsibility of Contractor:**

Other than with respect to loss or damage arising out of insured risks and herein before specified, the Contractor shall be responsible for all loss or damage whatsoever which may occur on or to the works completed or otherwise, until such time as the entire works have been completed and the Notice of Acceptance has been issued by the Owner, except that loss or damage caused solely by an act of the Owner.

In the event of any loss or damage occurring, the Contractor shall on notice from the Owner immediately put the works into the condition it was immediately prior to such loss or damage, all at the Contractor's expense except as previously stated.

24.5.11 **Owner Not Responsible for Loss or Damage or Loss of Use of Property of Contractors and their Employees:**

The Owner will not be responsible for securing or paying for insurance of any kind other than as specified in Section 24.5 of these specifications nor will the Owner have any responsibility whatsoever for loss or damage from whatever cause occurring to property owned, leased, or otherwise in the possession of the Contractor, subcontractors or their employees including, without restricting the generality of the foregoing, machinery, equipment, tools, supplies, and clothing at the construction site or elsewhere including loss of use of same.

Additional Insured

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

The City of Coquitlam

The City or Contractor may identify private properties that are directly affected by construction. If so, the Contractor shall include the legal owners of these properties named as "additional insured" on the liability policy for this contract.

MAINTENANCE PERIOD

25

Correction of Defects

25.1 *(Add new Clause 25.1.4 as follows):*

25.1.4 The Owner is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the Contractor has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the Owner, delay is not reasonable, repairs may be made without notice being sent to the Contractor. All expenses incurred by the Owner in connection with repairs made pursuant to GC 25 shall be paid by the Contractor or may be deducted from the Maintenance Security, or other holdbacks. The Contractor shall promptly pay any shortfall.

**TERMINATION FOR
REASONS OTHER
THAN DEFAULT**

27 *(Add new Section 27 as follows):*

27.1 Notwithstanding any other provision of the contract, the Owner may at any time, upon giving fifteen (15) days written notice to the Contractor, terminate the Contract.

27.2 Upon receipt of the Notice from the City pursuant to clause 27.1, the Contractor shall only proceed with those portions of the Work specifically authorized in writing by the Contract Administrator, and shall perform such other related work required to leave the site in a safe condition as is specified by the Contract Administrator, at a cost agreed to by the Owner and the Contractor.

27.3 Upon the termination of the contract in accordance with clause 27.1, the Owner shall have no further obligation to the Contractor save and except to pay the Contractor:

- (a) the amount the Contractor is entitled to for Work completed satisfactorily on the Project to the date of termination; and
- (b) other actual expenses of the Contractor, such as demobilization and compensation for unrecovered fixed expenses which are, in the opinion of the Contract Administrator reasonable in the circumstances.

APPENDIX I

PERFORMANCE 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 entered into a written contract with the Obligee, dated the

day of _____ 2014 , for

in accordance with the drawings and specifications submitted, therefore, which contract, drawings and specifications and addenda thereto, to the extent provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract (including any addenda thereto, provided such addenda do not collectively increase the amount to be paid to the Principal by more than twenty per cent (20%) of the amount of the Contract except with the written consent of the Surety) then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by Obligee to be, in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

APPENDIX II

LABOUR AND MATERIAL PAYMENT BOND

(Private Contracts - Trustee Form)

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

As Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto

As Trustee, hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns 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.

SIGNED AND SEALED this _____ day of _____ 2014.

WHEREAS, the Principal has entered into a written contract with the Obligee dated the day of _____ 2014, for

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond, is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association entitled "Rental Rates on Contractors' Equipment" published prior to the period during which the equipment was used in the performance of the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee as Trustee that every Claimant who has not been paid as provided for under the terms of his contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suite to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his said contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or

proceeding against the Surety on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceedings then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expense or liabilities incurred thereon and any loss or damage resulting to the Obligee by reasons thereof. Provided still further that subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:
 - a. unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Obligee at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal; (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such claimant did or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on the Contract including work performed under guarantees provided in the Contract.
 - c. Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and none elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
4. The amount of this Bond shall be reduced by and to the extent of any payments made in good further and in accordance with the provisions which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
5. The Surety shall not be liable for a greater sum than the specified penalty 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 the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
) Principal _____
)
)
)
)
)
)
 _____) Surety _____

APPENDIX III
CERTIFICATE OF INSURANCE

This Certificate issued to the City of Coquitlam is to certify that policies of insurance, as described below, have been issued to the Insured named below and are in force at this time. It is understood and agreed that thirty (30) days' prior written notice by registered mail of any material alterations, transfer, assignment or cancellation of any of the policies listed below, either in part or in whole, will be given to the holder of this Certificate.

- A. This Certificate is issued to: **City of Coquitlam**
3000 Guildford Way
Coquitlam, BC V3B 7N2 Named Insured and Mailing Address:
- a) **City of Coquitlam**
3000 Guildford Way
Coquitlam, BC V3B 7N2
- B. CONTRACT NUMBER AND/OR NAME Description of the Work:
- C. INSURANCE POLICY
- (a) Name of Insurer: Liability Limit:
Policy Number: Expiry Date:
Effective Date:
- D. INSURANCE COVERAGE
- (b) **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.
- D.1 The minimum limit shall be \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage.
- D.2 The City of Coquitlam, its employees, officers, agents and volunteers are added as Additional Insureds, but only with respect to operations conducted by or on behalf of the Named Insured in connection with the above-described project, operations or work.
- D.3 This insurance shall be primary as regards the City of Coquitlam, its employees, officers, agents and volunteers as Additional Insureds.
- D.4 Any deductible or reimbursement clause contained in the policy shall not apply to the City of Coquitlam and shall be the sole responsibility of the Named Insured.
- D.5 The insurance shall include the following coverages:
- D.5.1 Cross Liability Clause
- D.5.2 Non-Owned Automobile Liability
- D.5.3 Unlicensed Automobile Liability
- D.5.4 Blanket Contractual Liability
- D.5.5 Broad Form Property Damage Liability
- D.5.6 Owner's & Contractor's Protective Liability
- D.5.7 Products & Completed Operations Liability
- D.6 Indicate provision of special coverage for this project as required by the City:
- | YES | NO | Special Coverage Description |
|-----|-------|---------------------------------|
| () | (X) | Shoring and Underpinning Hazard |
| () | (X) | Pile Driving and Vibrations |
| () | (X) | Excavation Hazard |
| () | (X) | Demolition |
| () | (X) | Blasting |
- D.7 () () **PROFESSIONAL LIABILITY INSURANCE for Consultant Service Agreements**

The *Consultant* shall obtain and maintain for the duration of the *Services* as described in the Agreement, at its own cost, Professional Liability Insurance on terms and from an insurer satisfactory to the City of Coquitlam.

The Professional Liability Insurance policy shall insure the *Consultant's* legal liability for errors, omissions and negligent acts, to the extent of no less than \$500,000.00 per Claim and \$1,000,000.00 Aggregate.

Authorized Signature and Stamp

Date _____ Name and Title

City' broker to return to City Representative Department



APPENDIX IV

PRIME CONTRACTOR DESIGNATION

Subject: **Prime Contractor Designation**
Contract #: **74092**
Contract Name: **Coast Meridian Road (David to Harper)** (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.