



City of Coquitlam

Contract Documents
77542

Glen Drive Bike Route



Table of Contents

Contract No. 77542**Glen Drive Bike Route****Project Construction Documents****Table of Contents**

The complete **Project Construction Documents** consist of the following parts:

1. Standard Documents – supplied	Page
Table of Contents.....	TC 1 to TC 2
Invitation to Tender.....	IN 1 to IN 2
Instruction to Tenderers, Part 1	
▪ Table of Contents:.....	IT 1
▪ Introduction.....	IT 2
▪ Tender Documents.....	IT 2 to IT 3
▪ Submission of Tender.....	IT 3
▪ Additional Instructions to Tenderers.....	IT 4 to IT 6
Form of Tender, including	
▪ Form of Tender Summary.....	FT 1
▪ Form of Tender.....	FT 2 to FT 4
▪ Appendix 1 -- Schedule of Quantities and Unit Prices.....	FT 5 to FT 6
▪ Appendix 2 – Preliminary Construction Schedule.....	FT 7
▪ Appendix 3 – Experience of Superintendent.....	FT 8
▪ Appendix 4 – Contractor’s Comparable Work Experience.....	FT 9
▪ Appendix 5 – Subcontractors.....	FT 10
▪ Appendix 6 – Bid Bond.....	FT 11
▪ Appendix 7 – Certificate of Compliance for Contract Insurance.....	FT 12
Agreement between Owner and Contractor.....	AGT 1 to AGT 4
Schedule 1 -- Schedule of Contract Documents.....	AGT 5
Schedule 2 – List of Drawings.....	AGT 6 to AGT 7
Supplementary General Conditions – Table of Contents.....	SGC 1
▪ Supplementary General Conditions, including.....	SGC 2 to SGC 21
▪ Appendices:	
▪ Appendix I Performance Bond.....	SGC 16 to SGC 17
▪ Appendix II Labour and Material Payment Bond.....	SGC 18 to SGC 19
▪ Appendix III Certificate of Insurance.....	SGC 20
▪ Appendix IV Prime Contractor Design.....	SGC 21
Supplementary Specifications.....	SS 1 to SS 22

Appendix A – Traffic Management Plan TMP 1 to TMP 8

Contract Drawings..... Under Separate Cover

2. **Standard Documents – not supplied**

i) (available in the “MMCD – General Conditions, Specifications and Standard Detail Drawings”)

- Instructions to Tender, part II
- General Conditions
 - Schedule 17.5.3 – Letter Agreement with Referee
 - Flow Chart – Changes and Extra Work
 - Flow Chart – Dispute Resolution
- Specifications
- Standard Detail Drawings

ii) City of Coquitlam Supplementary Specifications for Contract Documents

***Invitation to
Tenderers***



INVITATION TO TENDER

DATE OF ISSUE: July 15, 2014

Tender No. 77542

Glen Drive Bike Route

The City of Coquitlam (the "City") invites Tenders for Contract 77542 – Glen Drive Bike Route, generally consisting of the following:

- Re-construction of a Traffic Signal at the intersection of Glen Dr. and The High St.
- Traffic signal modifications at Glen Dr. at Lansdowne Dr. , Glen Dr. at Johnson St., Glen Dr. at Pacific St. and Glen Dr. at Westwood St.
- Construction of a Curb Bulge at the intersection of Glen Dr. and Pacific St.
- Construction of a Multi-Use Pathway (MUP) on Lansdowne Drive.
- Pavement Rehabilitation on Glen Drive between Pinetree Way & Westwood Street.
- New Bike Route Pavement Markings.
- Other miscellaneous and incidental works as contained in the Contract Documents.

Tender Documents and Drawings are available for downloading from the City of Coquitlam website: www.coquitlam.ca/BidOpportunities

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

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

On or Before 2:00 p.m., Tuesday, July 29, 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 77542

Glen Drive Bike Route

**INSTRUCTIONS TO TENDERERS
PART I**

TABLE OF CONTENTS		Page
1	Introduction	IT 2
2	Tender Documents.....	IT 2 to IT 3
3	Submission of Tenders.....	IT 3 to IT 4
4	Additional Instructions to Tenderers.....	IT 4 to IT 6

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 **Glen Drive Bike Route**

Reference No. **77542**

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:

- Re-construction of a Traffic Signal at the intersection of Glen Dr. and The High St.
- Traffic signal modifications at Glen Dr. at Lansdowne Dr. , Glen Dr. at Johnson St., Glen Dr. at Pacific St. and Glen Dr. at Westwood St.
- Construction of a Curb Bulge at the intersection of Glen Dr. and Pacific St.
- Construction of a Multi-Use Pathway (MUP) on Lansdowne Drive.
- Pavement Rehabilitation on Glen Drive between Pinetree Way & Westwood Street.
- New Bike Route Pavement Markings.
- Other miscellaneous and incidental works as contained in the Contract Documents.

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

E-mail bid@coquitlam.ca

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

Inquiries received after that time may not receive a response.

Tender Documents 2

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

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

2.3 Any additional information made available to Tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports, 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:* July 29, 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 15, 2014**, 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_Specifications_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	<p>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.</p> <p>A Certificate of Compliance for Contract Insurance is to be submitted for each insurer called upon.</p>
Proof of Ability	4.7	<p>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:</p> <p>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</p>
Test Excavations	4.8	<p>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.</p>
Business License	4.9	<p>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.</p>
No Claim	4.10	<p>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.</p>
No Cost	4.11	<p>The City will not under any circumstances be responsible for any costs incurred by the Tenderer in preparing the Tender.</p>
Right to Accept or Reject any Tender	4.12	<p>The City reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted.</p> <p>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.</p>
Cancellation of Tender	4.13	<p>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.</p>



Form of Tender

Tender No. 77542

Glen Drive Bike Route

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 Tuesday, July 29, 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: Glen Drive Bike Route

Reference No. 77542

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 15, 2014**; 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)

**Form of Tender - Appendix 1
Glen Drive Bike Route
Contract: 77542
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	02111	CLEARING AND GRUBBING				
1.01	1.4.1	Removal of Existing Shrubs and Trees	L.S.	1		
1.02	1.4.2	Trim Existing Shrubs and Trees	L.S.	1		
2.00	02224	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION				
2.01	1.8.4	Removal of Existing Median Islands on Glen Drive (East & West of Johnson Street), includes removal of Curbs, Cap, Infill Material & Signs	L. S.	1		
2.02	1.8.4	Removal of Existing Concrete Sidewalk	SQ. M.	200		
2.03	1.8.4	Removal of Existing Concrete Curb & Gutter	L. M.	60		
2.04	1.8.4	Asphalt Removal (all Depths) in Roadway	SQ. M.	600		
2.05	1.8.4	Asphalt Driveway Removals	SQ. M.	190		
2.06	1.8.5	Common Excavation - Off Site Disposal (Provisional Item)	C. M.	300		
3.00	02233	GRANULAR BASE				
3.01	1.4.1	Granular Base (Provisional Item)	TONNE	500		
3.02	1.4.1	Granular Base for Shoulders/Blvd - Variable Thickness, includes Grading (Provisional)	TONNE	50		
4.00	02512	HOT-MIX ASPHALT CONCRETE PAVING				
4.01	1.5.1	Asphaltic Concrete Paving - Upper Course #1 (75mm depth in 1 Lift)	SQ. M.	550		
4.02	1.5.3	Asphaltic Concrete Paving (UC #2 - 50mm depth) - Sidewalks, MUP (Multi-Use Path) & Driveways	SQ. M.	400		

ITEM No.	MMCD Ref.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
5.00	02523	CONCRETE WALKS CURBS AND GUTTERS				
5.01	1.4.3	Concrete Curb & Gutter - Wide Base – MMCD CS	L. M.	70		
5.02	1.4.5	Concrete for Sidewalk - 100mm thick – Broom Finished	SQ. M.	500		
5.03	1.4.5	Concrete Driveway Crossing - 190mm thick	SQ. M.	70		
5.04	1.4.5	Stamp Concrete - 100mm thick, 305mm x 305mm Square "Town Centre Pattern" Charcoal Color with a Matte Finish Concrete Sealer	SQ. M.	40		
6.00	02580	PAINTED PAVEMENT MARKINGS				
6.01	1.5.3	Thermoplastic Pavement Markings	L. S.	1		
6.02	1.5.5	Eradication of Existing Pavement Markings	L. S.	1		
7.00	02921	TOP SOIL AND FINISH GRADING				
7.01	1.4.1	Top Soil - 150mm thick for Sod	SQ. M.	500		
8.00	02938	SODDING				
8.01	1.8.1	Nurse Sod	SQ. M.	500		
9.00	16650	ELECTRICAL				
9.01	1.9.7	Traffic Signal Works at Glen Drive at Lansdowne Drive	L. S.	1		
9.02	1.9.7	Traffic Signal Works at Glen Drive at Johnson Street	L. S.	1		
9.03	1.9.7	Traffic Signal Works at Glen Drive at Pacific Street	L. S.	1		
9.04	1.9.7	Traffic Signal Works at Glen Drive at The High Street	L. S.	1		
9.05	1.9.7	Traffic Signal Works at Glen Drive at Westwood Street	L. S.	1		
9.06	1.9.7	Streetlight Pole Relocations works on Lansdowne Drive, includes Junction Box Adjustments	L. S.	1		
TOTAL (Exclude GST)						

Appendix 2

Glen Drive Bike Route

Contract 77542

**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	AUGUST		SEPTEMBER				OCTOBER	
	24	31	7	14	21	28	5	12
Lansdowne Streetlight Relocation Works								
Glen at Lansdowne Signal Works								
Glen at Johnson Signal Works								
Glen at Pacific Signal Works								
Glen at The High Signal Works								
Glen at Westwood Signal Works								
Glen at Pacific Curb Bulge Construction								
Lansdowne Sidewalk /MUP Construction								
Glen Between Pinetree & Westwood Sidewalk/MUP Construction								
Glen Between Pinetree & Westwood Pavement Rehabilitation								
Pavement Markings								
Misc. & Clean-up Work								

SUBSTANTIAL PERFORMANCE DATE: OCTOBER 15, 2014.

Proposed Disposal Site: _____

Appendix 3

Glen Drive Bike Route

Contract 77542

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

Glen Drive Bike Route

Contract 77542

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

Glen Drive Bike Route

Contract 77542

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: 77542

Contract Name: Glen Drive Bike Route

Description of Work:

- Re-construction of a Traffic Signal at the intersection of Glen Dr. and The High St.
- Traffic signal modifications at Glen Dr. at Lansdowne Dr. , Glen Dr. at Johnson St., Glen Dr. at Pacific St. and Glen Dr. at Westwood St.
- Construction of a Curb Bulge at the intersection of Glen Dr. and Pacific St.
- Construction of a Multi-Use Pathway (MUP) on Lansdowne Drive.
- Pavement Rehabilitation on Glen Drive between Pinetree Way & Westwood Street.
- New Bike Route Pavement Markings.
- Other miscellaneous and incidental works as contained in the Contract Documents.

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: **Glen Drive Bike Route**
Reference No. **77542**

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 15, 2014**, 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)

APLIN & MARTIN - Full Size Contract Drawings:

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
COVER PAGE	1 OF 8		
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 1+000 – 1+320	2 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 1+320 – 1+640	3 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 1640 – 1+960	4 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 1+960 – 2+280	5 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 1+960 – 2+280	5 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) PAVEMENT MARKINGS STA 2+280 – 2+620	6 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) ROAD WORKS STA 2+120 – 2+340	7 OF 8	JULY 10/2014	2
BIKE FACILITIES GLEN DRIVE (LANSDOWNE DRIVE – WESTWOOD STREET) ROAD WORKS LANSDOWNE LANSDOWNE M.U.P	8 OF 8	JULY 10/2014	2

GNEC - Full Size Contract Drawings:

TITLE	SHEET NUMBER	REVISION DATE	REVISION NUMBER
BIKE DRIVE @ LANSDOWNE ST. PLAN VIEW	1 OF 2	JULY 14/2014	1
BIKE DRIVE @ LANSDOWNE ST. DETAILS/ ELEVATIONS	2 OF 2	JULY 14/2014	1
TRAFFIC SIGNAL MODIFICATIONS GLEN DRIVE AND JOHNSON STREET COQUITLAM, BC	1 OF 2	JULY 14/2014	7
TRAFFIC SIGNAL MODIFICATIONS GLEN DRIVE AND JOHNSON STREET COQUITLAM, BC	2 OF 2	JULY 14/2014	7
PEDESTRIAN SIGNAL GLEN DRIVE @ PACIFIC STREET PLAN VIEW	1 OF 2	JULY 14/2014	5
PEDESTRIAN SIGNAL GLEN DRIVE @ PACIFIC STREET DETAILS/ ELEVATIONS	2 OF 2	JULY 14/2014	5
GLEN DRIVE @ HIGH ST. SIGNAL MODIFICATIONS PLAN VIEW	1 OF 2	JULY 14/2014	5
GLEN DRIVE @ HIGH ST. SIGNAL MODIFICATIONS DETAILS/ ELEVATIONS	2 OF 2	JULY 14/2014	5
TRAFFIC SIGNAL DESIGN GLEN DRIVE @ WESTWOOD ST. PLAN VIEW	1 OF 2	JULY 14/2014	3

***Supplementary
General Conditions***

**SUPPLEMENTARY GENERAL CONDITIONS
TABLE OF CONTENTS**

	Page
Supplementary General Conditions to MMCD Volume II, 2000 Issue	SGC 1 to SGC 17
Section 3 : CONTRACT ADMINISTRATOR	SGC 3
3.1.3 Appointment.....	SGC 3
3.3.10 Contract Administration.....	SGC 3
3.4.9 Inspection and Site Inspector.....	SGC 3
Section 4: CONTRACTOR	SGC 3 to 7
4.1 Control of Work	SGC 3
4.1 Hours of Work	SGC 4
4.1 Traffic Control Management	SGC 4
4.2 Safety.....	SGC 4
4.3 Protection of Work, Property and the Public	SGC 4
4.6 Construction Schedule	SGC 5
4.8 Workers	SGC 5
4.9 Materials	SGC 6
4.11 Subcontractors.....	SGC 6
4.12 Tests and Inspections.....	SGC 6
4.14 Final Clean-up.....	SGC 7
4.16 Notice of Disruption	SGC 7
Section 6: OTHER CONTRACTORS	SGC 7
6.2 Coordination and Connection.....	SGC 7
Section 7: CHANGES	SGC 7
7.4 Optional Work.....	SGC 7
Section 9: VALUATION OF CHANGES AND EXTRA WORK	SGC 7
9.2 Valuation Method.....	SGC 7
Section 13: DELAYS	SGC 8
13.1.2 Delay by Owner or Contract Administrator	SGC 8
13.7.3 Direction to Stop or Delay	SGC 8
13.8.1 Liquidated Damages for Late Completion	SGC 8
Section 18: PAYMENT	SGC 8
18.1.1 Preparation of Payment Certificate	SGC 8
18.6.5 Substantial Performance	SGC 8
Section 20: LAWS, NOTICES, PERMITS AND FEES	SGC 9
20.4.2 Environmental Laws.....	SGC 9
Section 21: WORKERS COMPENSATION REGULATIONS	SGC 9
21.4 Workers Compensation Regulations	SGC 9

Section 24:	INSURANCE	SGC 10 to 15
	24.1 Introduction	SGC 10
	24.2 General.....	SGC 10
	24.3 Procedure Respecting Tendering	SGC 11
	24.4 Procedure Respecting Contract Insurance and Bonding.....	SGC 11
	24.5 Physical Loss or Damage with Respect to New Buildings under Construction and/or Major Additions to Existing Structures	SGC 12
	24.6 Additional Insured	SGC 14
Section 25:	MAINTENANCE PERIOD	SGC 14
	25.1 Correction of Defects	SGC 14
Section 27:	TERMINATION FOR REASONS OTHER THAN DEFAULT.....	SGC 15
APPENDICES		SGC 16 to SGC 21
Appendix I	Performance Bond	SGC 16 to 17
Appendix II	Labour and Material Payment Bond	SGC 18 to 19
Appendix III	Certificate of Insurance	SGC 20
Appendix IV	Prime Contractor Designation Letter	SGC 21

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> The Contractor shall, before commencing the work, satisfy himself as to the meaning and correctness of all stakes, marks, grade sheets and other as-built notes. The Contractor will be required to work with the City's Project Inspector with respect to line and grade of the pavement rehabilitation work including base gravel grading to ensure final surface drainage. The Contractor will be responsible to provide all construction Survey and information for completion of the as-builts. 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> 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> 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> 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> 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.

(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.~~

4.12.9

Final Clean-up	4.14 4.14.3	(Add new Clause 4.14.3 as follows): 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	(Add new Clause 4.16.2 as follows): 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 Coordination and Connection	6 6.2 6.2.1	(Delete clause 6.2.1 and replace with): 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	(Add new clause 7.4.2 as follows): 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	(Replace Clause 9.2.4 as follows): 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: <ul style="list-style-type: none">- 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

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: Named Insured and Mailing Address:
City of Coquitlam
3000 Guildford Way
a) **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 #: **77542**
Contract Name: **Glen Drive Bike Route** (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.

***Supplementary
Contract Specifications***

SUPPLEMENTARY

SPECIFICATIONS INDEX SS 1

DIVISION 1 – GENERAL REQUIREMENTS

01000S Contract Specific Instructions and Notations SS 2 to SS 5
01561S Environmental Protection SS 6
01570S Traffic Regulation SS 7
01721S Project Record Documents SS 8

DIVISION 2 - SITE WORK

02104S Shrub and Tree Preservation SS 9
02111S Clearing and Grubbing SS 10
02210S Site Grading SS 11
02223S Excavating, Trenching and Backfilling SS 12
02224S Roadway Excavation, Embankment and Compaction SS 13
02231S Reshape Granular Roadbed SS 14
02233S Granular Base SS 15
02512S Hot-Mix Asphalt Concrete Paving SS 16
02523S Concrete Walks, Curbs & Gutter SS 17
02580S Painted Pavement Markings SS 18
02581S Pavement Surface Cleaning and Removals of Pavement Markings SS 19
02921S Topsoil and Finish Grading SS 20
02938S Sodding SS 21
16650S Electrical SS 22

SUPPLEMENTARY CONTRACT SPECIFICATIONS DIVISION 1 – GENERAL REQUIREMENTS	CONTRACT SPECIFIC INSTRUCTIONS AND NOTATIONS	SECTION 01200S SS 2 2014
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1.00	Contract Specific Instructions	
1.01	Coordination of Work with EVERGREEN LINE Construction	The Contractor will be required to coordinate the works with the Evergreen Line construction, limits of construction of the Evergreen extend approx. 50m east of Pinetree Way on Glen Drive.
1.02	Coordination of Work with Developer on Glen Drive	The Contractor will be required to coordinate the works with Storm Reconstruction & Paving Works by others (BOSA Developments) on the north side of Glen Drive between Pacific St. & Pinetree Way, anticipated completion of this work is end of September 2014.
1.03	Outside Agency Approval	In accordance with the Contract Documents, the Contractor is responsible to consult with and obtain any approval required to meet and comply with all the conditions required from outside agency such as BC Hydro, FORTIS BC GAS, Telus, Kinder Morgan in the area of the place of Work
1.04	Cooperation with Emergency and Maintenance Activities	The Contractor will be responsible to cooperate with regular maintenance or emergency vehicles and staff for access to the site when required including: <ul style="list-style-type: none"> - Fire, Police, and Ambulance - Waste Management (garbage pick-up by Smithrite) - City Utilities Maintenance (or representatives)
1.05	FORTIS BC Emergency Protocol	In an emergency, gas pipeline rupture or leak, Contact Fortis BC 24 Hour Emergency Line (1-800-663-9911) & Fire Department (911) immediately and then City Coquitlam Utility Control Centre (604-927-6287).
1.06	Lane Closure Restrictions	The following lane closure restrictions shall apply, as specified in Supplementary Specifications – Appendix A: <p>The Contractor must take the above information into account in the preparation and submission of the Tender.</p> <p>Costs to complete the works taking the above restrictions into consideration shall be included in the unit prices bid in the Schedule of Quantities and Prices.</p> <p>A copy of the approved lane Closure Permit must be held on site by both the Site Superintendent and the person/company responsible for the traffic control implementation.</p>
1.07	Hours of Work	The hours of work shall be from 0700 h to 1900 h inclusive Monday to Friday and 0900 h to 1800 h inclusive Saturdays, as specified in the Supplementary Specifications – Appendix A . The Contractor must schedule his work within these hours or obtain written authorization from the Contract Administrator to vary said hours. <p>All works to be completed outside the limits of the City of Coquitlam noise bylaw (10:00p.m. to 7:00a.m.) must be approved by the Contract Administrator prior to the construction taking place.</p> <p>Written permission from the Contract Administrator will be required for any works to be performed on a Sunday.</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>

1.08	Site Safety	<p>The Contractor is responsible to ensure the construction site is safe at all times for workers, pedestrians, and vehicle traffic. During non-working hours, the Contractor must ensure that the site has all potentially hazardous areas appropriately identified and protected, and also must provide appropriate signage, lighting, and markings for the direction of vehicle and pedestrian traffic, all to ensure the safety of the public.</p> <p>Manhole lids, valve boxes and other appurtenances within the roadway that may present a traffic hazard during construction must be clearly marked for traffic.</p> <p><u>Manhole lids left raised in preparation for paving must have a rubberized protector ring for traffic safety.</u> Supply and use of this equipment is considered incidental to the contract.</p>
1.09	Accesses	<p>The contractor is responsible to maintain all business/residential vehicle and pedestrian accesses open at all times, the contractor may provide temporary accesses if the effected owner agrees. All costs associated with temporary accesses will be at the contractor's expense.</p>
2.00	Construction Activity	
2.01	Pavement Markings	<p>The Contractor will be responsible for temporary traffic markings necessary for traffic direction and safety until permanent markings are installed.</p> <p>The Contractor is responsible for the permanent pavement markings after paving is complete.</p>
2.02	Asphalt Removal Operations	<p>Asphalt removal activities shall be done in such manner so as to cause the least disruption and inconvenience to traffic and area residents. The milled area must be paved with asphaltic concrete within 24 hours (1 day) of the start of the asphalt removal operation, unless otherwise approved by Contract Administrator in advance.</p>
2.03	Site Clean-up During Construction and End of Construction	<p>The Contractor will be responsible for the complete clean-up of the work site during construction & at the end of construction <u>and prior to the Substantial Performance review.</u> This work is considered incidental to the Contract.</p> <p>The work will include cleaning of all catch basins periodically or as directed by the Contract Administrator 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. 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.</p> <p>Payment for this work will be treated as incidental to payment for work described in other Sections.</p>
3.00	Quality of Work and Performance Evaluation	
3.01	Quality	<p>The Contractor shall provide a final product conforming to the Contract Documents and the intent of the work.</p> <p>The work is to be accurate to the dimensional and tolerance requirements of the contract.</p> <p>Payment will be subject to adjustments based on quality assurance tests performed by the Contract Administrator.</p>

3.02 Quality Control (QC) by Contractor

The MMCD (2009) definition of “Quality Control” is the process by which the Contractor checks specific materials, products, and workmanship to ensure strict conformance with the Contract Documents.

The Contractor is fully responsible for quality control of the materials, production, and construction processes.

Quality control tests shall be performed by the Contractor, at their own expense, to ensure that products meet the contract specifications.

Failure by the Contractor to conduct adequate quality control testing during production and construction will negate the Contractor’s ability to appeal the quality assurance tests used for acceptance/rejection of the work.

Under no circumstances will QC test results produced after completion of the Quality Assurance (QA) results be considered for appeal purposes

Any changes in the Work with respect to the location, grade, or line shall be approved in advance by the Contract Administrator. Failure to notify the Contract Administrator of changes in writing may result in rejection of Work.

3.03 Inspection of Work, Quality Assurance, and Material Testing, by the Owner

The MMCD (2009) definition of “Quality Assurance” means the process by which the Owner evaluates if the work is being constructed in accordance with the Contract Documents. This definition will be used for this contract

The *Contract Administrator* will provide construction review through spot inspections and provide initial materials testing.

Any materials testing results indicating a non-conformance to the Contract Documents will require construction corrective action by the Contractor.

All subsequent testing to corrective action to verify conformance to the Contract Documents will be the full responsibility of the Contractor.

Inspection review by the Owner will not relieve the Contractor from providing a product that meets or exceeds the requirements of the Contract Documents

3.04 Contractor Performance Evaluation

After the completion of the Contract, the Contractor will be evaluated on their performance of the Work. The evaluation will provide percentage scores on the following categories:

- Contract Administration
- Construction Management
- Schedule Management
- Communications
- Resource Management & Contractor Performance
- Quality Management

An evaluation summary report will be issued to the Contractor with scores for each of these categories. Upon request, the Contractor may attend a meeting with the City to discuss the evaluation.

This internal evaluation may be reviewed for reference on subsequent tenders with the City. Evaluation scores can form part of the tender analysis and influence contract award decisions.

Evaluation scores in categories that are below 50% may result in a suspension of tendering privileges with the City.

**4.00 Mandatory Meetings and
Contractor Representatives &
SubContractors**

**4.01 Pre-Construction Meeting
Requirements**

After the Award of a contract, the Contractor (Project Manager & Superintendent) will be required to attend a Pre-Construction Meeting with the Contract Administrator and provide all necessary information required by the Contract Administrator prior to provision of a Notice to Proceed. Items required to be provided at the meeting include:

- .1 A Detailed Construction Schedule showing the start date, milestone date & completion date and the durations of major work components showing how all work will be completed within the Contract Duration.
- .2 Proof of insurance
- .3 Performance Bond and Labour and Materials Payment Bond
- .4 WCB Clearance Letter and copy of Notice of Project
- .5 City of Coquitlam Business License
- .6 A copy of portions of your Health and Safety Plan including the Title Page, Table of Contents, and portion showing latest revision date.

**4.02 Contract Schedule,
Contract Duration, and Charges**

A detailed, realistic construction schedule for this project will be required to be presented at the pre-construction meeting.

All work under this project is to be completed within the designated Contract Duration as contained in the signed **Contract Agreement (Section 1.2)**, or as formally amended.

**4.03 Contract Superintendent and
Subcontractors**

In compliance with the **MMCD General Conditions, Section 4.7, Superintendent**, the Contractor shall have a competent senior representative, (the "Superintendent") **in FULL TIME attendance** at the Place of Work while work is being performed for the duration of the contract.

This (FULL TIME) attendance is also required when work is being performed by SubContractors.

Work done by SubContractors is to be directed by the Superintendent and monitored on site ensuring conformance to the Contract Documents and other particular direction to the Superintendent by the Contract Administrator.

The Owner is not responsible for the direction of SubContractors.

**4.04 Changes of Contractor
Representatives &
SubContractors**

The Superintendent and SubContractors indicated in the Form of Tender shall not be changed unless:

- .1 the Owner requests a replacement
- .2 The Contractor submits an application for a change, in writing, to the Contract Administrator with the change being approved in writing.

01561 Environmental Protection

1.3 Drainage

1.3

(Replace Clause 1.3 as follows):
“1.3 Drainage, Erosion and Sediment Control”

“Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with a Sediment Control Plan under the City of Coquitlam Stream and Drainage System Protection Bylaw No. 4403, 2013 during construction and until the maintenance period is completed (see below). Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The Contractor is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations.

Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter any existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement.

Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the Contract Administrator deems necessary.

Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.

Follow all Federal and Provincial regulations and guidelines respecting protection of fish, fish habitat, and watercourses.

1.6 Pollution Control

1.6

(Add New Clauses as follows):

- .5 Immediately contain and clean up any leaks and spills of prohibited materials on the job site.
- .6 Ensure that a well-stocked spill kit is on-site at all times and that the Contractor's employees are familiar with appropriate spill response techniques.
- .7 Immediately notify the Contract Administrator of any leaks or spills of prohibited materials that occur on the job site.
- .8 Ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment.
- .9 Ensure that no equipment fueling or servicing is conducted within 15 metres of a stream.

1.7 Measurement for Payment

1.7

(Replace Clause 1.7 as follows):

Payment for all work performed under this section will be incidental to payment for work described in other Sections.

**1.9 Archaeological/Historical
Resources**

1.9

(Add New Clause 1.9.1 as follows):

Immediately cease work and inform the Contract Administrator, if any archaeological or historical resources are encountered during construction. Leave these resources in place and do not disturb them in any way.

END OF SECTION

1.0 GENERAL

1.0.5

(Add clause 1.0.5 as follows):

The contractor is responsible for all temporary traffic control on the streets within this contract. The contractor will be responsible to provide a Traffic Management Plan (TMP) for approval (5) five working days prior to any lane closures taking place. The TMP is to be prepared by a professional.

The TMP shall outline the approach to traffic management, show recognition and minimization of risks, indicate signing locations, identify Traffic Control Persons (TCP) stations, show lane shifting and proposed closures.

The TMP is to be altered and resubmitted as required during the progress of the work

The TMP will be adjusted and negotiated with all concerned parties.

1.0.6

(Add clause 1.0.6 as follows):

Refer to Appendix A – Traffic Management Detail Specifications.

1.5 Measurement for Payment

(Replace Clause 1.5 as follows):

Payment for all work performed under this section will be incidental to payment for work described in other Sections.

END OF SECTION

1.0 GENERAL

1.3 Submission

1.3.2

(Replace Clause 1.3.2 as follows):

Submit one copy of project record documents in final form prior to applying for Substantial Performance. Substantial Performance will not be issued until record documents have been submitted and accepted by the Contract Administrator.

END OF SECTION

1.3	Measurement for Payment	1.3.1	<i>(Replace Clause 1.3.1 as follows):</i> Payment for all work performed under this section will be incidental to payment for work described in other Sections.
2.1	Materials	2.1.10	<i>(Add New Clause 2.1.10 as follows):</i> Protective Fencing: Posts - Pressure treated wood 100 mm dia.; Post to be 1.8m to 2.0m in height at 2.0m O.C. Snowfence - Dupont L-70 or approved equivalent; Flagging Tape - 4" Orange glow - 'Tree Retention Area'.
3.0	Execution	3.0.1	<i>(Add New Clause 3.0.1 as follows):</i> The Contractor is responsible to minimize damage to all trees which are to remain.
		3.0.2	<i>(Add New Clause 3.0.2 as follows):</i> The Contractor will be responsible for all claims and costs including the cost of examination by an Arborist, repair, removal and replacement of trees, as required by the Arborist and the Contract Administrator for tree damage where proper notification was not received from the Contractor. Damage will be assessed based on the International Society of Arboriculture Guidelines. The term shall be for a period of one year following the date of Total Performance of the contract work.
3.1	Existing Trees	3.1.7	<i>(Add New Clause 3.1.7 as follows):</i> Place protective fencing/barricades as detailed on Standard Drawing COQ-R23 and COQ-R24. Contractor shall maintain fence in good condition during construction.
		3.1.8	<i>(Add New Clause 3.1.8 as follows):</i> When work is to be performed inside fenced areas, Contractor shall take care to avoid damage to existing vegetation. Work to be done inside areas of existing vegetation to be retained includes: .1 Removal of isolated trees as directed by Contract Administrator. .2 Selective pruning and tree removal at edges to create tidy and well shaped forest edge. .3 Placing planting soil and planting of trees.
		3.1.9	<i>(Add New Clause 3.1.9 as follows):</i> Do not park, service or fuel vehicles within the vegetation retention areas.
3.4	Pruning	3.4.2	<i>(Add New Clause 3.4.2 as follows):</i> Do not cut roots or branches of retained trees without approval of Contract Administrator.

END OF SECTION

1.4 Measurement and Payment

1.4.1

(Replace Clause 1.4.1 as follows):

Payment for all clearing and grubbing will be made at a lump sum bid price and include removal and disposal of all branches, stumps, trees, timbers and vegetation to complete the work as shown on the Contract Drawings or as directed by the Contract Administrator.

Payment for this item includes minimum 0.2m of grubbing below existing ground surface.

1.4.2

(Replace Clause 1.4.2 as follows):

Payment for all trimming of shrubs and trees will be made at a lump sum bid price and include removal and disposal of all branches, timbers and vegetation to complete the work as shown on the Contract Drawings or as directed by the Contract Administrator.

Shrubs and trees to be trimmed must be review by the Contract Administrator prior to any work taking place.

END OF SECTION

1.4 Measurement and Payment

1.4

(Replace Clause 1.4 as follows):

Payment for all work performed under this section will be incidental to payment for work described in other Sections.

END OF SECTION

1.3	Definition	1.3.2	<i>(add to Clause 1.3.2):</i> "asphaltic concrete"
3.6	Surface Restoration	3.6.2.4	<i>(Delete Clause 3.6.2.4 and replace as follows):</i> Restore lawns with approved topsoil and sod to match existing lawn.
		3.6.3.1	<i>(Delete Clause 3.6.3.1 and replace as follows):</i> Restore surface with minimum 100mm of 19mm granular road base material.
		3.6.6.2	<i>(Delete Clause 3.6.6.2 and replace as follows):</i> Patch all roads same day excavation made.
		3.6.7.5	<i>(Delete Clause 3.6.7.5 and replace as follows):</i> Temporary pavement patching to be a minimum of 50mm thickness.

END OF SECTION

SUPPLEMENTARY CONTRACT SPECIFICATIONS DIVISION 2 – SITE WORK	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION	SECTION 022245 SS 13 2014
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1.1	Related Work	1.1	<p><i>(add new Clause 1.1):</i> ".10 Hot-Mix Asphalt Concrete Paving.....Section 02512"</p>
1.8	Measurement and Payment	1.8.4	<p><i>Delete Clause 1.8.4 and replace as follows):</i> Payment under this item will only apply to removal of the components included in this item under a separate operation as shown on the Contract Drawings or as directed by the Contractor Administrator. No payment will be made under this item for removal of these components as part of the operation for common excavation, and such removal will be treated as common excavation.</p> <p>Payment for this work will be included in the rates tendered for each item as described in the Schedule of Quantities and Prices.</p> <p>Saw cutting will be treated as incidental work.</p> <p>Payment will be made at the respective unit prices bid in the Schedule of Quantities and Prices and will include all labour, and equipment required to complete the work, including off site disposal. It is the responsibility of the contractor to locate and verify all utilities.</p>
		1.8.5	<p><i>(Delete Clause 1.8.5 and replace as follows):</i> Payment for Common excavation includes:</p> <ul style="list-style-type: none"> .1 Will be measured in cubic metres calculated from measurements taken by the Contract Administrator in the areas of excavation for road widening areas. .2 Where determined by the Contract Administrator that truck box volume will be used to determine excavation quantities the volume per load shall be determined using 75% of the struck load quantity. <p>Payment will be made at the respective unit prices bid in the Schedule of Quantities and Prices and will include all labour, and equipment required to complete the work, including off site disposal & saw cutting. It is the responsibility of the contractor to locate and verify all utilities.</p>

END OF SECTION

1.4 Measurement and Payment

1.4.1

(Delete Clause 1.4.1 and replace as follows):

Payment for reshaping existing roadbed and driveways includes all spreading and grading of materials, adjustment of moisture content, compaction, boning and disposal of excess material offsite to establish the road cross-section as specified will be incidental to payment for work described in other Sections.

1.4.2

(Delete Clause 1.4.2 and replace as follows):

Payment for additional granular based material required for reshaping described above will be made under Section 02233 – Granular Base

1.4.3

(Delete Clause 1.4.3 and replace as follows):

Payment for excavation of unsuitable materials including disposal off-site prior to reshaping granular roadbed will be made under Section 02224 – 1.8.5 ‘Common Excavation’.

END OF SECTION

1.4	Measurement and Payment	1.4	<p><i>(Delete Clause 1.4 and replace as follows):</i></p> <p>.1 Measurement for granular base of variable thickness will be for actual quantity placed based on weigh tickets provided to Contract Administrator as loads are delivered.</p> <p>.2 Measurement for granular base for each specified thickness will be for the actual area placed.</p> <p>.3 Payment for Subsection 1 & 2 above includes supply, placement and compaction of granular base material, adjustment of moisture content, and boning to establish the road cross-section, shall be included in the unit price bid in the Schedule of Quantities and Prices.</p> <p>.4 Payment for removal of unsuitable subgrade including disposal off-site prior to direct placement of granular base will be made under Section 02224 – 1.8.5 ‘Common Excavation’.</p>
3.5	Proof Rolling	3.5.7	<p><i>Clause 3.5.1</i> <i>Delete “or dual”</i> <i>Add “to 80KN (18,000 lb) minimum.</i></p> <p><i>(Add Clause 3.5.7 as follows):</i></p> <p>Prior to paving with asphalt concrete, the base surface shall be checked by the Contract Administrator, for deflections utilizing a Benkleman Beam, in order to insure that the final rebound requirements can be obtained with the asphalt pavement. In the event that such deflection are in excess of those required to produce the final standards, than the base shall be adequately strengthened by additional gravel or asphalt concrete to insure that final deflections as follows are not exceeded.</p> <p>The Benkleman spring rebound value of the completed pavement surface shall not at any point exceed 0.75mm for arterial industrial roads and lanes, 1.15mm for collector roads, and 1.5mm for local roads and lanes as determined in the procedures outlined in the Transportation Association of Canada publication “Pavement Management Guide”.</p>

END OF SECTION

1.1	Related Work	1.1	<p>Add new clause to 1.1: “6 Roadway Excavation, Embankment & CompactionSection 02224” “7 Manholes and Catch Basins.....Section 02725”</p>
1.5	Measurement and Payment	1.5.1	<p>(Delete Clause 1.5.1 and replace as follows): Payment for asphaltic concrete paving includes all construction joint preparation, asphaltic surface milling to tie into existing asphalt, saw cutting, supply and placing of the asphaltic concrete, compaction and cleaning frames, covers and lids of castings affected and taped temporary pavement markings. Measurement for asphaltic concrete paving for the specified design mixes for lower and upper courses will be made at the respective unit prices bid in the Schedule of Quantities and Prices. Payment for this item includes slot paving & paving around utility poles. The contractor will not receive any additional compensation above the respective unit prices bid in the Schedule of Quantities and Prices for Hand Work, Special Equipment & Machinery to complete the Hot Mix Asphaltic Paving Work as shown on the Contract Drawings or as directed by the Contract Administrator.</p>
		1.5.3	<p>(Delete Clause 1.5.3 and replace as follows): Payment for asphaltic concrete sidewalks, pathways, driveways, and infill strips paving includes all construction joint preparation, saw cutting, supply and placing of the asphaltic concrete, compaction and cleaning frames, covers and lids of castings affected. Measurement for asphaltic concrete paving for the specified design mixes for will be made at the respective unit prices bid in the Schedule of Quantities and Prices. Payment for this item includes all applicable materials and work described in 1.5.1.</p>
1.6	Inspection and Testing	1.6.2	<p>Add Clause 1.6.2 as follows: Test cores will be taken by the Contract Administrator in the areas of new paving and will include cores along construction joints to ensure compliance with the required density and compaction.</p>
2.2	Mix Design	2.2.3.2	<p>Change Marshall Stability for both lower and upper course to “10 kN min”.</p>
3.5	Placing	3.5.4.3	<p>(Delete Clause 3.5.4.3 and replace as follows): Minimum thickness of asphalt layer shall not be less than 75mm for local residential streets.</p>
3.7	Joints		<p>Delete Clause 3.7.5 and add): “Construct butt joints as directed in the field by the Contract Administrator.”</p>

END OF SECTION

1.4	Measurement and Payment	1.4.3	<p><i>(Delete Clause 1.4.3 and replace as follows):</i> Payment for machine placed or hand formed C5 wide base concrete curb, excluding granular base, includes supply and placing of the concrete curb and gutter and will cover all straight and curve sections and will be made separately for each specified type.</p> <p>Payment for granular base will be made under payment items in Section 02233, Granular base.</p>
		1.4.5	<p><i>(Delete Clause 1.4.5 and replace as follows):</i> Payment for concrete sidewalks, stamped concrete, driveways, walkways and all concrete ramps, excluding granular base, includes supply and placing of the concrete, subgrade preparation under the concrete sidewalks, in-fill strips, driveways and walkways and will be made separately for each specified thickness and type of finish.</p> <p>Payment for granular base will be made under payment items in Section 02233, Granular base.</p>
3.9	Expansion Joints	3.9.1	<p><i>(Delete Clause 3.9.1 and replace as follows):</i> Form transverse expansion joints at both ends of curb returns and at a maximum spacing of 9m for sidewalks, 9m for curb and gutter, at each end of driveway crossings and at tangent points on circular work.</p>
		3.9.4	<p><i>(Delete Clause 3.9.4 and replace as follows):</i> Bond break compound may be used in lieu of expansion joint between sidewalk and back of abutting utility strip or sidewalk infill.</p>

END OF SECTION

- | | | | |
|-----|-------------------------|-------|--|
| 1.2 | Scope | 1.2.1 | <p><i>(Delete Clause 1.2.1 and replace as follows):</i>
Pavement Markings: Miscellaneous taped temporary and permanent pavement markings including pedestrian crosswalk, merge and diverge markings, stop lines, solid and broken line road lane markings including edge lines of merge and diverge markings, bike symbols, etc. to be provided as shown on the Contract Drawings.</p> |
| | | 1.2.2 | <p><i>(Add Clause 1.2.2 as follows):</i>
All permanent markings shall be marked with thermoplastic manufactured by LAFRENTZ ROAD MARKINGS.</p> |
| 1.5 | Measurement and Payment | 1.5.2 | <p><i>(Delete Clause 1.5.2 and replace as follows):</i>
All permanent pavement markings are to be thermoplastic See item 1.5.3 below.</p> |
| | | 1.5.3 | <p><i>(Delete Clause 1.5.3 and replace as follows):</i>
The lump sum payment for permanent thermoplastic pavement markings covers supplying all materials and completing all the permanent thermoplastic pavement markings necessary to provide markings as shown on the Contract Drawings.</p> <p>NOTE: PAYMENT FOR PERMANENT THERMPOPLASTIC PAVEMENT MARKINGS WILL NOT BE MADE UNTIL ALL TEMPORARY PAVEMENT MARKINGS AND REFLECTIVE DEVICES HAVE BEEN REMOVED.</p> |
| | | 1.5.5 | <p><i>(Add Clause 1.5.5 as follows):</i>
Payment for removal of pavement markings by grinding will be made as a lump sum price for complete removal of all existing painted or thermoplastic permanent pavement marking over areas shown on the Contract Drawings.</p> |

END OF SECTION

1.2 Measurement and Payment

1.2.1

(Delete Clause 1.2.1 and replace as follows):

Payment for cleaning pavement surfaces includes cleaning all protruding sealing compounds, dust, contaminants, loose and foreign materials, oil and grease as directed by the Contract Administrator will be incidental to payment for work described in other sections.

1.2.2

(Delete Clause 1.2.2 and replace as follows):

Payment for removal of pavement markings, pavement marking bases and existing signage will be incidental to payment for work described in other sections.

END OF SECTION

.1	Related Work	1.1.6	(Add Clause 1.1.6 as follows): Shrubs & Tree Preservation Section 02104
1.3	Source Quality Control	1.3.2	(Delete Clause 1.3.2 as follows): The Owner is responsible for the cost of initial testing of the planting soil. The Contractor shall submit the soil test results to the Contract Administrator for approval of the proposed material prior to placing of the planting soil on site. The test results shall determine soil amendment requirements. Testing shall be carried out by independent laboratory specializing in soil analysis.
1.4	Measurement and Payment	1.4.1	(Delete Clause 1.4.1 and replace as follows): Payment for top soil includes supply of material, on-site handling, preparing the landscape area subgrade, placing, grading, raking, compacting top soil and application of fertilizers.
2.1	General		(Add Clause 2.1.2 as follows): All materials and execution shall conform to the latest edition of the BCSLA\BCNTA British Columbia Landscape Standard following standards or as otherwise specified herein
3.4	Placing Growing Medium	3.4.6	(Add Clause 3.4.6 as follows): Scarify soil, feather grades and remove noxious weeds from the edge of tree preservation areas.

END OF SECTION

1.8	Measurement and Payment	1.8.1	<i>(Delete Clause 1.8.1 and replace as follows):</i> Payment for nursery sod includes supply and placing of sod as shown on the Contract Drawings or as directed by the Contract Administrator and grass maintenance to meet Conditions of Total Performance as specified in Section 02938 – 3.4 and 3.5.
3.2	Sodding	3.2.5	<i>(Delete Clause 3.2.5 and replace as follows):</i> Lay sod smooth and flush with adjoining grass areas and paving and top surface of curbs unless shown otherwise on Contract Drawings. Ensure there is a full roll width between the new sod and adjoining surfaces. Small cut pieces from a full roll will not be accepted.
		3.2.12	<i>(Delete Clause 3.2.12 and replace as follows):</i> Water sod area immediately with sufficient amounts to saturate sod and upper 100 mm of growing medium. Do not allow the sod to dry out so that the joints become visible.
3.5	Conditions of Total Performance	3.5.1.8	<i>(Add Clause 3.5.1.8 as follows):</i> The prime consideration for acceptance of work of this section shall be the establishment of a dense, uniform cover of growth over 100% of all seeded areas.

END OF SECTION

1.0 GENERAL

1.9 Measurement and Payment

1.9.7

(Add Clause 1.9.7 as follows):

Lump Sum Payment for this item includes supply of all materials, labour, and equipment required to complete the installation of the works as shown on Contract Drawings and specified in the Contract Document.

Payment includes all restoration work, except for concrete sidewalk, curb & gutter, top soil & nursery sod.

Note: Payment for this item includes all removals, including concrete sidewalk, curb & gutter & etc. associated with the works as shown on Contract Drawings.

1.9.8

(Add Clause 1.9.8 as follows):

Payment for this item will be made for each traffic detection loop installed, connected, and in operation.

END OF SECTION

Appendix A

Traffic Management Detail Specifications

1.0 GENERAL

.1 This Traffic Management detail specification refers to the Contractor's specific plans to identify project traffic risks affecting the *Work*, provide Traffic Control Plans, and to implement the traffic control for the safe passage of vehicles and pedestrian through the work zone.

1.1 Related Works

.1 Traffic Regulation MMCD Section 01570

1.2 References

.1 WorkSafe BC, Occupational Health and Safety (OHS) Regulation, Section 18 – Traffic Control.
.2 B.C. Ministry of Transportation (MOT) Traffic Control Manual for Work on Roadways

1.3 Project Requirements

.1 A Road and Sidewalk Closure Permit is required by Coquitlam for all work affecting traffic flow related to construction. A permit is required for each specific construction interference with traffic flow. The Road and Sidewalk Closure Permit Request form is attached as **Appendix 1** to this document. A digital copy of the Road and Sidewalk Closure Permit form can be obtained for use during the contract from the City's website at <http://www.coquitlam.ca/city-services/licenses-and-permits/road-and-sidewalk-closure-permit.aspx>.

A Road and Sidewalk Closure Permit form application must be submitted to City's Traffic Operation Division 5 working days prior to start of work.

1.4 Measurement and Payment

.1 For this Contract, all work associated with Traffic Management Plan (TMP) and Traffic Control will be as shown in the Schedule of Quantities and Prices.

2.0 PRODUCTS

2.1 Traffic Management Plan

.1 The Contractor is required to assign a Traffic Manager for the Contract with the responsibility of preparing the Traffic Management Plan and the Traffic Control Plans, as well as the responsibility for continuing implementation of traffic control for the Work.
.2 The Traffic Management Plan (TMP) will consist of the following components:
.1 Identification of risks to traffic during the Work
.2 Traffic Control Plans for individual stages of the construction
.3 Incident Management Plan for the response to an unplanned event and recording of incident information.

- .3 Submission of the TMP is to be made to the *Contract Administrator* within five (5) days of the *Notice of Award* of the *Contract*, and must be approved by the *Contract Administrator* prior to start of the *Work*.
 - .4 Review of the TMP will be performed by the Contract Administrator. Comments for revisions to the TMP will be returned to the *Traffic Manager* for implementations.
 - .5 The Contractor shall comply with all the requirements of applicable laws, rules, regulations, codes and orders of the municipal and other appropriate authorities concerned with work on streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. All costs involved in respect to the above requirements will be deemed to be included in the Contract Price.
 - .6 The Contractor shall give due notice to local police and fire departments prior to beginning construction and shall comply in all respects with their requirements.
 - .7 The Contractor, during the progress of the work, shall make adequate provision to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the work so as to cause the minimum of inconvenience to the general public.
 - .8 The Contractor is required to maintain local traffic and driveway access during all stages of construction. This includes maintaining a 1.5m width walkway or pathway through the construction site for pedestrians.
 - .9 Where existing streets or roads are not available as detours, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible unless otherwise provided or authorized by the Contract Administrator. If half the street only is under improvement, the other half shall be conditioned and maintained as detour.
- 2.2 Incident Management and Reporting
- .1 The Contractor shall facilitate incident response vehicles and staff and move traffic safely and expeditiously through or around an incident on site and provide assistance to emergency response personnel as required. An incident includes, but is not limited to, motor vehicle accidents, emergency road repairs, disabled vehicles, and debris on the road. The immediate response to an emergency shall by necessity make use of available devices and

equipment.

- .2 If an incident occurs on site, the Contractor will be required to submit a report to the Contract Administrator documenting details of the incident including event, location, date, time, action taken, duration and restoration of site.

2.3 Traffic Control Plans

- .1 The Contractor shall designate a qualified Traffic Control Supervisor for the works, per the requirements of WCB regulations Section 18.

The designated Traffic Control Supervisor may be the same individual that is designated as the Traffic Manager, or may be a separate individual qualified for the responsibilities of this function.

- .2 The Contractor shall prepare weekly the anticipated traffic control activities, locations, and durations for the upcoming week.
- .3 Permissible delays shall only be considered outside Peak Hours. Permissible delays are categorized as follows:
 - a) Minor Delays - Less than two (2) minutes in duration; for occasional interruption due to construction activities. These delays shall be coordinated with available breaks in the traffic flow.
 - b) Major Delays - Maximum FIVE (5) minutes in duration; for occasional interruption of traffic for construction activities if traffic volumes permit.
- .4 The Contractor is responsible for ensuring that the flow of traffic is unimpeded by construction-related activities.

3.0 EXECUTION

3.1 Traffic Control Plan

- .1 A copy of the approved current Traffic Plan must be held on site by both the Site Superintendent as well as the person/company responsible for the traffic control implementation.
- .2 Failure to produce a valid approved Traffic Plan on site, or having work not follow the Traffic Control Plan will result in immediate shut-down of the work. The Contractor will be required to safely restore facility conditions to allow traffic flow at their expense. The Contractor must take all steps to acquire an approved Traffic control Plan before work can re-start on site. No claim will be accepted by the Owner for costs associated with this work shut-down.

- | | | |
|-----|---------------------------------------|--|
| 3.2 | Road and Sidewalk Closure Permits | <p>.1 The Contractor must have, on-site, a copy of an approved Road and Sidewalk Closure Permit valid for the work being done. Failure to produce a valid Road and Sidewalk Closure Permit on-site 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 will be required to safely restore facility conditions to allow traffic flow at their expense. The Contractor must take all steps to acquire a Road and Sidewalk Closure Permit before work can re-start on site. No claim will be accepted by the Owner for costs associated with this work shut-down.</p> |
| 3.3 | Traffic Control Personnel & Equipment | <p>.1 The Contractor shall supply all necessary traffic control devices required to perform traffic control services for the project. Signs and traffic control devices not applying to existing conditions shall be removed. Where operations are carried out in stages, only those traffic control devices that apply to the current stage are to be left in place.</p> <p>.2 There must be sufficient Traffic Control Persons (TCPs) on site to appropriately and safely direct traffic in all sections of the Work.</p> |
| 3.4 | Signage | <p>Supply, installation, maintenance and removal of all works-related signs shall be the responsibility of the Contractor. The location and type of each sign shall be indicated on the approved Traffic Control Plan, for each stage of the works.</p> <p>Traffic control signs and devices must be positioned and used as specified in the Traffic Control Plan and signs and devices must be located so as to allow traffic to move by or through the work area in a controlled manner and, if necessary, to come to a controlled stop with due regard for the prevailing weather and road conditions.</p> <p>Signs shall be checked daily for legibility, damage, suitability and location. Signs and delineators shall be cleaned as frequently as necessary to ensure full legibility and reflectance.</p> |
| 3.5 | Detours | <p>Any proposed detours must be approved by the Contract Administrator and conducted in accordance with the approved Traffic Plan and the Traffic Control Manual for Work on Roadways.</p> |
| 3.6 | Abrupt Changes in Surface Elevations | <p>The Contractor shall minimize any abrupt changes in roadway elevation left exposed to traffic during both working and non-working hours.</p> <p>A wedge of asphalt must be used as a transition to vertical differences in travelled areas and have a slope of 4:1 or less.</p> |

3.7 Cyclist and Pedestrian
Access

The Contractor shall make provision for pedestrians, wheel chairs and bicycles to have safe access across the work zone at all times. If this cannot be readily accommodated then acceptable detours and appropriate signs shall be provided.

3.8 Temporary Pavement
Markings

The Contractor shall be responsible for the application and removal of all temporary pavement markings and reflective devices. All temporary markings must be removed after installation of permanent markings.

4.0 TRAFFIC RESTRICTIONS

4.1 Road and Sidewalk
Closure Permits

- .1 Minimum of Single Lane Traffic in each direction must be accommodated at all times.
- .2 A Road and Sidewalk Closure Permit is required for each instance of closure and will be valid for a maximum period of one (1) week and, if still necessary, re-submittal of a Road and Sidewalk Closure Request is required.

A copy of the approved Road and Sidewalk Closure Permit must be held on site by both the Site Superintendent and the person/company responsible for the traffic control implementation.

- .3 Total Road Closure Is Not Permitted
- .4 Detours will only be permitted as approved by the Contract Administrator and must have a complete Traffic Control Plan indicating detour route, signing, and duration. Detours will not be allowed without sufficient lead time for commercial and retail operation to react appropriately to detour information provided to them.

4.2 Lane Closure
Restrictions

- .1 **For each of the road sections affected:**
 - Road and Sidewalk Closures will be reviewed for appropriateness during the allowable hours of work.
 - **Minimum of Single Lane Traffic in each direction on must be accommodated at all times. No lane closures will be permitted during the following periods:**
 - 6:00am to 9:00am
 - 3:00pm to 6:00pm
 - Access to properties to be maintained
 - Sufficient Traffic Control Persons are required for each Road and Sidewalk Closure (or any work activities), including side street intersections, to safely guide traffic through the work site

**5.0 CONSTRUCTION
OPERATIONS**

- 5.1 Truck Routes .1 The Contractor is restricted to the City's designated Truck Routes. The current Truck Route Map is available on the City's website at www.coquitlam.ca and can be found under **Residents, Transit & Transportation, Trucking Routes**.
- 5.2 Road Specific Considerations .1 Ensure that Traffic Management Plan accommodates businesses and residences during construction activities.
- 5.3 Work stoppage due to traffic The City will not control or direct traffic control activities of the Contractor, but may require an immediate stop to any work where, in the sole opinion of the Contract Administrator, the provided traffic management plan is ineffective.
- 5.4 Construction Activity and Signage The Contractor will be responsible to place other construction information signs as required to inform the public of construction activities, and ensure safe travel through the work site.

APPENDIX 1



City of Coquitlam
Road and Sidewalk Closure Permit Request

Traffic Operations Division
3000 Guildford Way, Coquitlam BC V3B 7N2
Phone: 604-927-6250 Fax: 604-927-6255
Email: trafficoperations@coquitlam.ca

Submit to the Traffic Operations Division a minimum of 5 business days prior to the intended closure date.

Permit Fee - Under Review Payment Methods - Under Review

Application Date: _____ City Project or Film Permit Number (if applicable): _____

Contact Information

Company Name: _____

Applicant Name: _____

Name of Contractor doing work for Company/Applicant: _____

Phone: _____ Fax: _____

24 Hour Emergency Phone: _____ Email: _____

Location, date and time, and traffic control plan information

I request approval to close (check all that apply): Direction: Northbound Southbound Eastbound Westbound

Specific Lanes: Sidewalk Curb/Cycling Lane Right Turn Lane Centre Lane Left Turn Lane All Lanes

Road/Street Name: _____

Location Description: _____

Date & Time Information: Dates: _____ Starting _____ Ending

Hours: _____ Starting _____ Ending

Purpose: _____

Will this closure disrupt: Bus Routes & Stops? Yes No If yes, the Applicant will need to contact Coast Mountain Bus Company regarding disruptions.

Traffic Control Plan*:

(a) Traffic Control Manual for Work on Roadways Figure Number _____, or

(b) A sketch (*attach separately*) indicating signage, taper lengths, direction of traffic, work area, and north arrow

Traffic control persons (flag persons) on duty? Yes No If yes, specify how many: _____

* **Important Notice:** All operations within the road right-of-way must comply with Worksafe BC regulations and BC Ministry of Transportation standards for work on roadways. Permits must be renewed every 2 weeks (no additional fee).

Application Checklist

- Permit Fee
- Prime Contractor Designation Letter
- City of Coquitlam Certificate of Insurance
- Sketch for Traffic Control Plan or Traffic Control Manual for Work on Roadways Figure Number
- Coast Mountain Bus Company (Phone: 778-593-5774 | Email: special.events@coastmountainbus.com) contacted regarding impact to bus routes and bus stops

Should the City grant approval of the Road and Sidewalk Closure Permit, the Applicant will contact Engineering & Public Works Customer Service (604-927-3500 and staffed 24 hours, 7 days a week):

- 24 hours prior to the road closure, and
- upon removal of the closure.

I HEREBY AGREE to the terms stipulated herein and further agree to indemnify and save harmless the City against any and all claims, actions, or expenses whatsoever or by whomsoever brought against the City by the reason of the City granting us this Road and Sidewalk Closure Permit. I further agree to accept responsibility to ensure proper situation control and street sweeping for the duration of the road or sidewalk obstruction.

Date

Applicant Signature

Office Use Only - PERMIT STATUS

- | | | |
|---|--|--|
| <input type="checkbox"/> Permit Fee | <input type="checkbox"/> Prime Contractor Letter | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Traffic Control Plan | <input type="checkbox"/> Impact to bus service | <input type="checkbox"/> Impact garbage and recycling collection |

Request is denied for the following reason(s): _____

Request is approved with the following change(s): _____

Request is approved as submitted

Date

Traffic Technologist or Designate