



City of Coquitlam

**Contract Documents
78024**

**Lougheed Hwy
Retaining Wall Rehabilitation**



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***Invitation to
Tenderers***



INVITATION TO TENDER

DATE OF ISSUE: **May 12, 2016**

Tender No. 78024

Lougheed Hwy Retaining Wall Rehabilitation

The City of Coquitlam (the "City") invites tenders for **Contract 78024 - Lougheed Hwy Retaining Wall Rehabilitation**, generally consisting of the following, but not limited to:

Retaining wall rehabilitation repairs on Lougheed Hwy. between Colony Farm Road and Como Lake Avenue.

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

www.coquitlam.ca/BidOpportunities

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

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

On or Before 2:00 pm local time

Thursday, June 2, 2016

("Closing Date and Time")

Instructions for Tender Submission

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

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

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 78024

Lougheed Hwy Retaining Wall Rehabilitation

INSTRUCTIONS TO TENDERERS

PART I

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INSTRUCTIONS TO TENDERERS - PART I

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

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

The City of Coquitlam

Contract: **Lougheed Hwy Retaining Wall Rehabilitation**

Reference No. **78024**

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:

Retaining wall rehabilitation repairs on Lougheed Hwy. between Colony Farm Road and Como Lake Avenue.

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

E-mail bid@coquitlam.ca

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

Inquiries received after that time may not receive a response.

Tender Documents **2**

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

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

- 2.3 Any additional information made available to Tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Contract Documents. Such additional information is made available only for the assistance of Tenderers who must make their own judgments about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.
- Submission of Tenders** 3 Tenders must be submitted on the Tender Form provided, accompanied by a copy of the original 10% Bid Bond quoting the Tender Name and Number, and be uploaded to the City's file transfer website.
- Tenders must be received on or before:
- Tender Closing Time:* 2:00 p.m. local time**
***Tender Closing Date:* June 2, 2016**
- For the purpose of the Tender submission, digital copies of original documents and signatures sent electronically are accepted. Original documents are required upon request by the City.
- Instructions for Tender Submission** 3.1 **Tender submissions are to be consolidated into one (1) pdf file and uploaded electronically through QFile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>**
1. In the "Subject Field" enter: **Tender Number and Name**
 2. **Add files in .pdf format and Send** (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)
- Tenderers are responsible to allow for ample time to complete the submission process. For assistance, phone 604-927-3060 or Fax 604-927-3035.**
- 3.2 Tenders submitted shall be deemed to be received when displayed as a new email in the in-box of the above email address. The City will not be responsible for any delay or for any Tenders not received for any reason, including technological delays or issues by either party's network or email program, and the City will not be liable for any damages associated with Tenders not received.
- 3.3 The City reserves the right to accept late Tenders to allow for technological delays. The City also reserves the right to accept Tenders received by fax, email or hand delivered.
- 3.4 Tenders will not be opened in public. The unevaluated results will be forwarded to participants by email.
- 3.5 Tender submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so, pursuant to the Act.

Additional Instructions to Tenderers	4	<u>Additions and Deletions to Instructions to Tenderers, Part II</u>
Obtaining Documents	4.1	<p>The following documents which are referred to and form part of the Contract Document package may be obtained as follows:</p> <ul style="list-style-type: none"> • Copies of the Master Municipal Construction Documents Volume II (2009), Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings are available separately from: <ul style="list-style-type: none"> 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 to the MMCD 2009 Edition. <ul style="list-style-type: none"> City of Coquitlam Engineering & Public Works Department 3000 Guildford Way Coquitlam, BC V3B 7N2 Tel: 604-927-3500 Fax: 604-927-3525 <p>Copies of the City of Coquitlam Supplementary Specifications to the MMCD 2009 Edition are available for viewing and downloading off the City of Coquitlam website: Supplementary Specifications and Detailed Drawings to MMCD</p>
Tender Requirements	4.2	<i>Delete:</i> Instructions to Tenderers, Part II, Section 5.2.2
Amendment of Tenders	4.3	<i>Delete:</i> Instructions to Tenderers Part II, Section 12 Amendments of Tenders.
Award	4.4	<p><i>Add to:</i> Instructions to Tenderers Part II, Section 15.1;</p> <p>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:</p> <ol style="list-style-type: none"> 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	4.5	Each Tender should be accompanied by a Certificate of Compliance (on the form provided in Appendix 7 of Form of Tender) to provide proof that the Tenderer can obtain the insurance specified herein. A Certificate of Compliance is to be submitted for each insurer called upon.
Proof of Ability	4.6	Tenderer shall be competent and capable of performing the various items of work. Tenderer shall complete the following statement sheets appended to the Form of Tender, which shall form a part of the Contract Documents: Appendix 1 Schedule of Quantities and Unit Prices Appendix 2 Preliminary Construction Schedule Appendix 3 Experience of Superintendent Appendix 4 Contractor's Comparable Work Experience Appendix 5 Subcontractors Appendix 6 Bid Bond Appendix 7 Certificate of Compliance for Contract Insurance
Test Excavations	4.7	Prior to the excavation of test holes on road allowances or privately owned property the Tenderer shall obtain permission from the Municipality or Owner of the property and comply with their requirements for restoration of disturbed surfaces and utilities. Failure to comply with Municipal by-laws restricting this practice may result in prosecution of the offending party.
Business License	4.8	The successful Tenderer shall provide evidence of a City of Coquitlam Business License or Tri-Cities Intermunicipal Business License prior to commencement of work or supply of materials. For more information, contact Business Licence Division Ph: 604-927-3085 or apply online at website: City of Coquitlam Business License

No Claim	4.9	Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, including accepting a non-compliant bid and by submitting a Tender, each Tenderer shall be deemed to have agreed that it has no claim.
No Cost	4.10	The City will not under any circumstances be responsible for any costs incurred by the Tenderer in preparing the Tender.
Right to Accept or Reject any Tender	4.11	The City reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted. The City specifically reserves the right to reject all Tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional Tenders.
Cancellation of Tender	4.12	The City reserves the right to cancel any request for Tender at any time without recourse by the Tenderer. The City has the right to not award this work for any reason including choosing to complete the work with the City's own forces.
Conflict of Interest	4.13	Tenderers shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, their elected or appointed officials or employees.

Form of Tender



FORM OF TENDER

Tender No. 78024

Lougheed Hwy Retaining Wall Rehabilitation

Summary

Name of **Contractor**: _____

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

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

On or before 2:00 pm (local time)
Thursday, June 2, 2016

Instructions for Tender Submission

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

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

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

(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: Loughheed Hwy Retaining Wall Rehabilitation

Reference No. 78024

TO OWNER:

1 WE, THE UNDERSIGNED:

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

_____;

(ADDENDA, IF ANY)

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

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

- 1.4 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to **achieve *Substantial Performance of the Work within 20 (TWENTY) Working Days of the Notice to Proceed***; 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
Lougheed Hwy Retaining Wall Rehabilitation
Contract: 78024
SCHEDULE OF QUANTITIES AND PRICES

FT. 5

(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	01 45 00	QUALITY CONTROL				
1.01	1.75	Quality Control Testing			INCIDENTAL	
2.00	01 55 005	TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING				
2.01	1.5.1S/1.5.2S	Traffic Management for Required Repair Locations	L. S.	1		
2.02	1.5.1S/1.5.2S	Traffic Management for Optional Repair Locations (Optional Item)	L. S.	1		
3.00	01 58 01	PROJECT IDENTIFICATION				
3.01	1.3.1S	1.2m x 1.2m Static Construction Zone Information Sign	EACH	3		
3.02	1.3.2S	THREE (3) Changeable Message Signs	L. S.	1		
4.00	03 30 53S 03 40 01S 05 50 01S	CAST-IN-PLACE CONCRETE PRECAST CONCRETE MISCELLANEOUS METAL FABRICATION				
4.01	1.5.1S 1.4.6S 1.3.2S	Required Repair Locations A-70, B-70, C-70, H-70, O-70a, O-70b, S-70, C-69 & P-69	L. S.	1		
5.00	03 30 53S 05 50 01S	CAST-IN-PLACE CONCRETE MISCELLANEOUS METAL FABRICATION				
5.01	1.5.2S 1.3.3S	Optional Repair Locations D-70, J-70, K-70, M-70, R-70, C-66, D-66, F-69, G-69, H-69, M-69, O-69 & Q-69 (Optional Item)	L. S.	1		
TOTAL (Exclude GST)						

FORM OF TENDER

**APPENDIX 2
 FORM OF TENDER**

**Contract 78024
 Lougheed Hwy Retaining Wall Rehabilitation**

**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	WORKING DAYS																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

Must achieve Substantial Performance of the Work on or before 20 (TWENTY) Working Days

Proposed Disposal Site: _____

**APPENDIX 3
FORM OF TENDER**

**Contract 78024
Lougheed Hwy Retaining Wall Rehabilitation**

EXPERIENCE OF SUPERINTENDENT

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:	

FORM OF TENDER

APPENDIX 4

FORM OF TENDER

Contract 78024

Lougheed Hwy Retaining Wall Rehabilitation

CONTRACTOR'S COMPARABLE WORK EXPERIENCE

(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

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

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

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

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

**APPENDIX 5
FORM OF TENDER**

**Contract 78024
Lougheed Hwy Retaining Wall Rehabilitation**

SUBCONTRACTORS

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

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

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

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

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

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

FORM OF TENDER

**APPENDIX 6
FORM OF TENDER**

**Contract 78024
Lougheed Hwy Retaining Wall Rehabilitation**

BID BOND

NO. _____

\$ _____

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

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

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

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

WHEREAS, the Principal has submitted a written Tender to the Obligee, dated the _____ day of _____, 2016 for Contract _____.

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

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

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

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-In-Fact, this _____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED
In the presence of:

_____)	_____
)	PRINCIPAL
)	
)	
_____)	_____
)	SURETY

**APPENDIX 7
FORM OF TENDER**

**Contract 78024
Lougheed Hwy Retaining Wall Rehabilitation**

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: 78024

Contract Name: Lougheed Hwy Retaining Wall Rehabilitation

Description of Work:

Retaining wall rehabilitation repairs on Lougheed Hwy. between Colony Farm Road and Como Lake Avenue.

Commercial General Liability: \$5,000,000 limit

Special Coverage Required: YES NO Special Coverage Description

- () (x) Shoring and Underpinning Hazard
- () (x) Pile Driving and Vibrations
- () (x) Excavation Hazard
- () (x) Demolition
- () (x) Blasting

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

Name of Tenderer (printed)

Authorized Signature

Date

Agreement

AGREEMENT

Between Owner and Contractor

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

THIS AGREEMENT made in duplicate this _____ day of _____, 2016.

Contract: Loughed Hwy Retaining Wall Rehabilitation

Reference No. 78024

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 **achieve *Substantial Performance of the Work within 20 (TWENTY) Working Days of the Notice to Proceed***, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be the essence of the Contract.

2 CONTRACT DOCUMENTS

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

3 CONTRACT PRICE

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

4 PAYMENT

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

5 RIGHTS AND REMEDIES

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

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

6 NOTICES

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

The *Owner*:

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

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

The *Contractor*:

Tel:
Fax:
Email:
Attention:

The *Contract Administrator*:

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

Tel:
Fax:
Email:
Attention:

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

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

7 GENERAL

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

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

Contractor:

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

(AUTHORIZED SIGNATORY)

(PRINTED NAME AND POSITION)

Owner:

The City of Coquitlam

(MAYOR)

(MUNICIPAL CLERK)

Schedule 1

Schedule of Contract Documents

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

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

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

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

Lougheed Hwy Retaining Wall Rehabilitation

Reference No: 78024

Schedule 2

LIST OF DRAWINGS

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

ASSOCIATED ENGINEERING - Full Size Contract Drawings:

TITLE	DRAWING NUMBER	REVISION DATE	REVISION NUMBER
COVER PAGE	2202-01-S-100	MAY 10/2016	0
STRUCTURAL GENERAL ARRANGEMENT PLAN & NOTES	2202-01-S-101	MAY 10/2016	0
STRUCTURAL REQUIRED REPAIR LOCATIONS PHOTOS	2202-01-S-102	MAY 10/2016	0
STRUCTURAL OPTIONAL REPAIR LOCATIONS PHOTOS – SHEET 1	2202-01-S-103	MAY 10/2016	0
STRUCTURAL OPTIONAL REPAIR LOCATIONS PHOTOS – SHEET 2	2202-01-S-104	MAY 10/2016	0
STRUCTURAL REPAIR DETAILS ELEVATIONS & SECTIONS	2202-01-S-105	MAY 10/2016	0

Supplementary General Conditions

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master Municipal Construction Documents, Volume II, Printed 2009

SUPPLEMENTARY GENERAL CONDITIONS

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These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master Municipal Construction Documents, Volume II, Printed 2009

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1.0	DEFINITIONS	1.0	
	Abnormal Weather	1.1.1	(Replace clause 1.1.1 as follows): “Abnormal Weather” means temperature, precipitation, wind or other weather conditions which, in any two week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.
3.0	CONTRACT ADMINISTRATOR		
3.1	Appointment	3.1.3	(Add clause 3.1.3 as follows): The Contractor shall promptly and efficiently comply with any reasonable instruction issued by the Contract Administrator.
3.3	Contract Administration	3.3.10	(Add clause 3.3.10 as follows): 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.
4.0	CONTRACTOR		
4.1	Control of the Work	4.1.2	(Add to clause 4.1.2 as follows): 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.
		4.1.3	(Add clause 4.1.3 as follows): Work shall be performed during the hours of 2030h to 0530h. 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.

If Road and Sidewalk Closure Permits are issued, the work will be restricted to the time limits indicated on the permit.

4.1.4 **(Add clause 4.1.4 as follows):**

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 Construction Traffic Management Requirements.

Refer to Contract's Supplementary Specifications - Appendix A: Construction and Traffic Management Requirements (CTMR).

4.2 **Safety**

4.2.2 **(Add clause 4.2.2 as follows):**

For the purposes of Occupational Health and Safety, the Contractor is the "Prime Contractor" as detailed in the Worker's Compensation Act, Section 118. The Contractor shall have and maintain an Occupational Health and Safety Program that meets the requirements of the WCB and the WCB OH&S Regulations.

4.2.3 **(Add clause 4.2.3 as follows):**

In an emergency, gas pipeline rupture or leak, Contact FortisBC's 24 Hour Emergency Line (1-800-663-9911) and Coquitlam Fire (911) immediately and then City Coquitlam Utility Control Centre (604-927-6287).

4.3 **Protection of Work, Property and the Public**

4.3.4 **(Replace clause 4.3.4 as follows):**

Before commencing any Work at the *Place of the Work*, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the *Contract Documents* as being the *Place of the Work*. The Contractor 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 *Place of Work*, to locate all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*. Costs to do the locates will be incidental to the contract.

4.3.7 **(Add 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 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.

4.6 Construction Schedule 4.6.1

(Replace clause 4.6.1 as follows):

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 documentation required under paragraph 5.1.1 of the Form of Tender has been submitted and the construction schedule has been approved.

4.6.8 ***(Add clause 4.6.8 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.

- | | | | |
|-------------|-----------------------|--------|--|
| 4.7 | Superintendent | 4.7.2 | <i>(Add clause 4.7.2 as follows):</i>
The Superintendent shall be in attendance at all times at the Place(s) of the Work unless permitted otherwise by the Contract Administrator. |
| | | 4.7.3 | <i>(Add clause 4.7.3 as follows):</i>
The Superintendent shall represent the Contractor at the Place of Work and instructions given to the Superintendent by the Contract Administrator shall be considered to be given to the Contractor. |
| 4.8 | Workers | 4.8.2 | <i>(Add clause 4.8.2 as follows):</i>
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. |
| 4.9 | Materials | 4.9.3 | <i>(Add clause 4.9.3 as follows):</i>
The Contractor shall, at his cost, <ul style="list-style-type: none">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. |
| 4.11 | Subcontractors | 4.11.3 | <i>(Delete clause 4.11.3 and replace with):</i>
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.

4.12 Test and Inspections

4.12.1

(Delete clause 4.12.1 and replace with):

The Contractor shall perform or cause to be performed all tests, inspections and approvals of the Work as described in the Contract Documents or a required by the Contract Administrator as part of Quality Control. The Contractor shall complete all the necessary testing at the frequencies described in the Contract Document unless otherwise approved by the Contract Administrator.

(Delete clause 4.12.5(1) and replace with):

The Owner is to perform or arrange for all the tests, inspections and approvals of the Work as part of Quality Assurance. 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.

4.12.11

(Add clause 4.12.11 as follows):

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

4.12.12

(Add clause 4.12.12 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.

4.14 Final Clean-up

4.14.3

(Add 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 vacuum truck to the satisfaction of the Contract Administrator and will include off-site disposal of waste material.

4.16	Notice of Disruption	4.16.2	<p><i>(Add clause 4.16.2 as follows):</i> Written notice must be provided to all properties which may be physically affected by the construction not less than one week and not more than two weeks prior to construction.</p> <p>Notify occupants directly affected by the work 48 hours in advance of commencement of construction.</p> <p>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.</p>
6.0	OTHER CONTRACTORS		
6.2	Coordination and Connection	6.2.1	<p><i>(Delete clause 6.2.1 and replace with):</i> <i>The Contractor shall, in accordance with usual construction practice, coordinate the Work with the Other Work and connect to Other Work as specified or shown in the Contract Documents. The Contractor shall not be entitled to additional payment or an extension of contract time for delays where connections to works were specified in the Contract.</i></p>
7.0	CHANGES		
7.4	Optional Work	7.4.2	<p><i>(Add clause 7.4.2 as follows):</i> If there are Optional items or Provisional items included in the <i>Schedule of Quantities and Prices</i>, those items shall be used only as directed and at the sole discretion of the Contract Administrator through the issue of a Change Order. 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. Clause 9.4 Quantity Variations will not be applicable for these items.</p>
9.0	VALUATION OF CHANGES AND EXTRA WORK		
9.2	Valuation Method	9.2.4	<p><i>(Replace clause 9.2.4 as follows):</i> Once a quotation is accepted by the Contract Administrator, or other agreement reached between the Contract Administrator and the Contractor regarding adjustments to the Contract Price or Contract Time on account of a Change or Extra Work, the Contractor shall not be entitled to claim or receive additional payment, or adjustment to the Contract Time on account of a Change or Extra Work.</p>
10.0	FORCE ACCOUNTS		
10.1	Force Account Costs	10.1.1(1)	<p><i>(Add to clause 10.1.1 (1) as follows):</i> Costs for the Contractor's Superintendent, Project Managers, Health and Safety Personnel, and Office/Administration Staff are not eligible for labour costs as those costs are considered incidental to the mark up owing for overhead and labour.</p>

13.0 DELAYS

13.1 Delay by Owner or Contract Administrator 13.1.2 ***(Add 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.

13.8 Direction to Stop or Delay 13.8.3 ***(Add clause 13.8.3 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.

13.9 Liquidated Damages for Late Completion 13.9.1 ***(Delete clause 13.9.1 (1) and replace as follows):***
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*.

(Add clause 13.9.1 (3) and replace as follows):
Any loss to the Owner of third party funding which the Owner was to receive if the Work, or a particular portion thereof, was not completed before a Milestone Date.

18.0 PAYMENT

18.1 Preparation of Payment Certificate 18.1.1 ***(Delete clause 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.

18.6 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.

**20.0 LAWS, NOTICES,
PERMITS AND FEES**
20.4 Environmental Laws

20.4.2

(Add 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 its 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.

**21.0 WORKERS
COMPENSATION
REGULATIONS**

**21.4 Workers
Compensation OHS
Regulation**

21.4.1 ***(Add clause 21.4.1 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.

21.4.2 ***(Add clause 21.4.2 as follows):***

All works shall be in strict compliance with WorkSafe BC OHS Regulations.

24.0 INSURANCE

24.1 Introduction

(Delete clause 24.0 and replace as follows):

24.1.1 **Importance of Prompt Attention to Insurance and Bond Requirements:**

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". Contractors are advised, however, to make themselves familiar with the Specifications as undue delay may result if advance investigations are not carried out.

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, and no exceptions will be allowed to this rule, certain other documentation will be required and this is set out in Sections 24.4 and 24.5.

- 24.2 General**
- 24.2.1 **Supplementary General Conditions Forming Part of the Contract:**
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 in 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. 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.
- 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.
- 24.3 Procedure Respecting Tendering**
- 24.3.1 **Security Deposit:**
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.
- 24.4 **Procedure Respecting Contract Insurance and Bonding**
- 24.4.1 **General Conditions:**
Damage to work (excluding Building Contracts where Section 24.5, Paragraph 24.5.1, Further Responsibilities of Contractor, applies).

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

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

Indemnity:
The Contractor shall indemnify and save harmless the Owner from and against any and all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Owner, by reason of any act or omission of the said Contractor, his agents, or employees in the execution of the work.
- 24.4.2 **Bonds:**
To ensure the faithful execution and proper fulfilment of the Contract, the Contractor shall provide the Owner with the following bonds at the time of his execution of the Contract Agreement:

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

The above bonds must be issued by a surety company licensed to carry on business in the Province of British Columbia and shall

be provided on the forms included as Appendix I and Appendix II respectively.

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

24.5.1 **Responsibility for Placing Insurance:**

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.
24.6	Additional Insured	24.6.1	The Contractor shall ensure the following are named as "additional insured" on the liability policy for this contract: <ul style="list-style-type: none">• The City of Coquitlam <p>The City 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.</p>
25.0	MAINTENANCE PERIOD		
25.1	Correction of Defects	25.1.4	<i>(Add clause 25.1.4 as follows):</i> 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.
27.0	CONTRACTOR PERFORMANCE EVALUATION	27.1	<i>(Add clause 27.1 as follows):</i> 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: <ol style="list-style-type: none">1. <i>Contract Administration</i>2. <i>Construction Management</i>3. <i>Schedule Management</i>4. <i>Communications</i>5. <i>Resource Management and Contractor Performance</i>6. <i>Quality Management</i>

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.

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 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 entered into a written contract with the Oblige, dated the _____

day of _____ 20____, 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 Oblige to be, in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term 'balance of the contract price', as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract less the amount properly paid by Obligee to Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from date on which the Notice of Acceptance under the Contract is issued.

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, or successors of Obligee.

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 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 _____, 20____.

WHEREAS, the Principal has entered into a written contract with the Obligee dated the _____ day of _____, 20____, 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 Oblige 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 Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceedings then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expense or liabilities incurred thereon and any loss or damage resulting to the Oblige by reasons thereof. Provided still further that subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Oblige at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal; (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such claimant did or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.
 - b) after the expiration of one (1) year following the date on which Principal ceased work on the Contract including work performed under guarantees provided in the Contract.
 - c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and none elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
4. The amount of this Bond shall be reduced by and to the extent of any payments made in good further and in accordance with the provisions which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
5. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact the day and year first above written.

SIGNED, SEALED and DELIVERED
In the presence of

)	
)	PRINCIPAL
)	
)	
)	SURETY
)	

APPENDIX III

CERTIFICATE OF INSURANCE

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

- A. This Certificate is issued to: Named Insured and Mailing Address:
- City of Coquitlam**
3000 Guildford Way
Coquitlam, BC V3B 7N2
- B. CONTRACT NUMBER AND/OR NAME Description of the Work:
- C. INSURANCE POLICY
- Name of Insurer: Liability Limit:
Policy Number: Expiry Date:
Effective Date:
- D. INSURANCE COVERAGE
- 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 |
|--------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Shoring and Underpinning Hazard |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pile Driving and Vibrations |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Excavation Hazard |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blasting |
| D.7 | <input type="checkbox"/> | <input type="checkbox"/> |
- 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 #: **78024**
Contract Name: **Lougheed Hwy Retaining Wall Rehabilitation** (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 CONTRACT
SPECIFICATIONS INDEXSS 1**

00 72 43S	Contract Specific Notations	SS 2 to SS 3
01 33 01S	Project Record Documents	SS 4
01 45 00S	Quality Control	SS 5 to SS 6
01 55 00S	Traffic Control, Vehicle Access and Parking.....	SS 7 to SS 8
01 57 01S	Environmental Protection	SS 9 to SS 10
01 58 01S	Project Identification	SS 11
03 30 53S	Cast-In-Place Concrete	SS 12 to SS 13
03 40 01S	Precast Concrete	SS 14
05 50 01S	Miscellaneous Metal Fabrication	SS 15 to SS 16
31 11 41S	Shrub and Tree Preservation	SS 17

CONTRACT SPECIFIC NOTATIONS

1.00 CONTRACT SPECIFIC INSTRUCTIONS

1.01 Schedule of Work

All work under this Contract is to be completed within the designated Contract Duration. The Contractor must provide sufficient resources in a continuous effort and site presence to complete all the work within the allotted time.

1.02 Location of Existing Utilities

The contractor is responsible to verify the depth and location of all utilities (watermains, storm mains, sanitary mains & etc.), including outside agency utilities (i.e. Fortis BC Gas Mains & etc.) and service connections (water, storm & sanitary services at the mains & property lines) by hand digging or by Hydro-Vac in the presence of the Inspector.

Pre-locates must be completed as soon as possible after award of the contract so changes can be completed by the Engineer prior to site construction. Contact BC One for location of outside agency utilities.

The contractor will not receive any compensation or allowance for delays if work is halted due to utilities & services connections not located prior to commencing construction.

City of Coquitlam does not guarantee water, storm or sanitary services connections are perpendicular to the mains or property lines, the contractor will not receive any compensation for the time to locate these connections or for exposing hidden services at the property lines.

Payment for this work will be treated as incidental to payment for work described in other Sections.

1.03 Manholes & Valves

Access to manholes and valves must be maintained at all time for city utilities crews and external utility companies. In case of an emergency the cost for exposing any buried manhole or valve covers during construction will be paid by the contractor.

1.04 Verification of Dimensions and Quantities

Before proceeding with work visit site and check and verify dimensions and quantities. Report variations between drawings and site conditions to the Contract Administrator before proceeding with work.

1.05 Precautions

Protect areas under construction from damage caused by excessive erosion, flooding, heavy rains, etc. Repair or replace unprotected damaged areas as directed by the Contract Administrator at no cost to the Owner.

1.06 Layout

The Contractor shall identify repair locations and types in the field, with the Contract Administrator, prior to commencing work.

2.00 CONSTRUCTION ACTIVITY

2.01 Construction Materials in Sewer Manholes and Pipe

The Contractor is responsible to ensure that construction activities do not deposit construction materials (e.g. gravels) into the storm sewer or sanitary sewer manholes or pipe. The City has a video record of the pipe before construction. Prior to Substantial Completion, the City may again video inspect the lines to ensure no problems exist due to construction activities under this contract. If problems are encountered, the Contractor will be responsible for the cost of the video and all costs associated with the cleaning of the pipe.

2.02 Site Clean-up During Construction and End of Construction

The Contractor will be responsible for the complete clean-up of the work site during construction & at the end of construction and prior to the Substantial Performance review. This work is considered incidental to the Contract.

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

CONTRACT SPECIFIC NOTATIONS

Work, regardless of the condition of the catch basins prior to starting the Work. All cleaning is to be performed by vacuum truck to the satisfaction of the Contract Administrator and will include off-site disposal of waste material.

Payment for this work will be treated as incidental to payment for work described in other Sections.

**3.00 MANDATORY MEETINGS
AND CONTRACTOR
REPRESENTATIVES AND
SUBCONTRACTORS**

**3.01 Pre-Construction Meeting
Requirements**

After the Award of the 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 & 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.

**3.02 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. The schedule must show major components and durations.

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

**3.03 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.

**3.04 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.

END OF SECTION

1.0 GENERAL

1.3 Submission

Delete 1.3.2 and
replace with the
following

Submit one copy of an accurate project record document in final form prior to applying for Substantial Performance. Record documents to include changes in the Issued for Construction Drawings. Substantial Performance will not be issued until record documents have been submitted and accepted by the Contract Administrator

END OF SECTION

- 1.0 QUALITY**
- The Contractor shall provide a final product conforming to the Contract Documents and the intent of the work.
- The work is to be accurate to the dimensional and tolerance requirements of the contract.
- Payment will be subject to adjustments based on quality assurance tests performed by the Contract Administrator.
- 1.01 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.
- 1.02 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 spot materials testing for Quality Assurance.
- 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.
- 1.1 Inspection**
- Materials testing shall be as described in MMCD General Conditions, Section 4.12 with the following change:
- Where the MMCD specification clauses for Inspection and Testing indicate the Contract Administrator will arrange for all testing for work described in this section will be amended to read The Contractor will arrange for and pay for all testing for work described in this section. The testing shall take place at the following prescribed rates and as directed by the contract administrator. The contract administrator has the authority to call for testing, up to the rates and frequencies specified, at the Contractors cost.
- All testing covered under this item shall be performed by a CCIL certified laboratory and technicians with copies of all test results to be sent directly to the Contract Administrator. Re-testing resulting from failed first tests shall be at the Contractors expense.

- 1.2 Survey Layout** Refer to SGC 3.3.10.
- 1.3 Testing** Contractor shall carry out inspection and testing (QC) to ensure compliance with Contract Documents. Contractor shall submit test results within one week of testing to the Contract Administrator.
- The Contractor shall provide test results prior to the preparation of the payment certificate.
- 1.4 Contractors Responsibilities** Furnish labour and facilities to:
1. Provide access to work to be inspected
 2. Facilitate inspections and tests
 3. Make good work disturbed by inspection and tests
- 1.5 Access to Work** Allow inspection testing agencies access to Work.
- 1.6 Measurement for Payment** 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	Add 1.0.6	<p>The <i>Contractor</i> is responsible for all temporary traffic control on the streets required for completion of the work. The <i>Contractor</i> will be responsible to provide a Traffic Management Plan (TMP) for approval (5) five working days prior to any lane closures taking place. TMP is to be prepared by a professional certified by the American Traffic Safety Services Association.</p> <p>The TMP shall outline the approach to traffic management, show recognition and minimization of risks indicates signing locations, identify Traffic Control Persons (TCP) stations, show lane shifting and proposed closures.</p>
		Add 1.0.7	<p>A Road and Sidewalk Closure Permit is required from Coquitlam for all work affecting pedestrian and traffic flow related to construction. A permit is required for each specific construction interference with pedestrian and traffic flow. The road and sidewalk closure permit form can be obtained for use from the City's website at http://www.coquitlam.ca. The Contractor must follow the approved TMP. Any changes to this TMP must be submitted to City's Traffic Operations for approval.</p>
		Add 1.08	<p>Refer to Appendix A – Traffic Management Detail Specifications</p>
1.4	Traffic Control	Add 1.4.9.3.1	<p>The <i>Contractor</i>, as required by the <i>Contract Administrator</i> and the City, is to supply Construction Zone information signs (stationary), refer to MMCD 01 58 01 for the required identification signage.</p> <p>The <i>Contractor</i> is responsible for the removal of the signs at the completion of the work.</p>
		Delete 1.4.10.1.3 and replace with the following	<p>When workmen or equipment are employed over travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.</p>
1.5	Measurement for Payment	Delete 1.5.1 and replace with the following	<p>Payment for all work performed under this section, unless included in the Schedule of Quantities and Prices, includes a Traffic Management Plan (TMP), Traffic Control Persons (TMP), traffic markings & all temporary traffic signs, devices as required for traffic & pedestrian safety; and all other items described in the Traffic Regulation Section shall be a lump sum item.</p>
		Add 1.5.2	<p>All Lane Closures shall be subject to the Lane Closure Payment Adjustments except per the Approved Lane Closure Permits arising, and without being caused by a breach by the Contractor of any of the obligations of the Contractor under the Contract or the negligence of the Contractor or those for whom the Contractor is responsible, from:</p> <ol style="list-style-type: none"> 1. an emergency, including without limitation clean-up of a motor vehicle accident (a Contractor equipment breakdown is not considered an emergency); 2. an order of the police, fire department, emergency medical services or other similar emergency services providers; 3. a direction of the Owner; 4. any Deficiency; or 5. any rehabilitation work being carried out or having been carried out by or on behalf of the Owner in relation to the project location.

Subject to the Approved Lane Closure Permits, for every full or partial hour, rounded up to the next whole hour (as defined below) occurrence anywhere on the project, during the Peak Hours and All Other Hours (as defined in the table below), the Contractor shall be assessed a Payment Adjustment at the applicable lane closure rate. The length of the Lane Closure for determination of Lane Closure Payment Adjustments shall be rounded up to the next higher whole kilometre.

The Contractor must have at least two northbound (eastbound) lanes and one southbound (westbound) lane open to traffic in each direction at all times.

The Contract Administrator will be the sole judge of when the Lane Closure Payment Adjustments will be invoked. The Contract Administrator shall advise the contractor monthly on any lane closure adjustment changes.

Lane Closure Payment Adjustments are as follows:

Type	Timing/Duration	Rate
Peak Hours	0530 to 2030 (5:30am to 8:30pm)	\$1,000/hr

A Lane Closure is defined as:

Any partial or complete closure of a traffic or parking lane on the major road network and side streets.

Conclusion of Lane Closure is defined as:

1. Continuous, smooth, paved intact travel surface;
2. Traffic control removed and traffic fully restored; and

Cause of closure has been removed and all safety requirements have been satisfied.

END OF SECTION

1.0 GENERAL

1.0.3 Erosion and Sediment Control Supervisor

Add 1.03

The Erosion and Sediment Control (ESC) Supervisor is the Qualified Professional who is experienced in implementing ESC Plans and who is responsible for the inspection and monitoring of ESC Facilities to ensure these are installed and maintained in accordance with the ESC Plan, and if necessary, are modified during construction to ensure compliance with the Stream and Drainage System Protection Bylaw No. 4403, 2013.

1.2 Temporary Erosion and Sediment Controls

Delete 1.2.1 and replace with the following

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. 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* and the City 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.

Delete 1.2.2.2 and replace with the following

Do not operate construction equipment in watercourses.

1.4 Environmental Protection

Add 1.4.3.5

Immediately contain and clean up any leaks and spills of prohibited materials at the *Place of Work*.

Add 1.4.3.6

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.

Add 1.4.3.7

Immediately notify the *Contract Administrator* and the City of any leaks or spills of prohibited materials that occur at the *Place of Work*.

Add 1.4.3.8

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.

Add 1.4.3.9

Ensure that no equipment fueling or servicing is conducted within 15 metres of a stream.

ENVIRONMENTAL PROTECTION

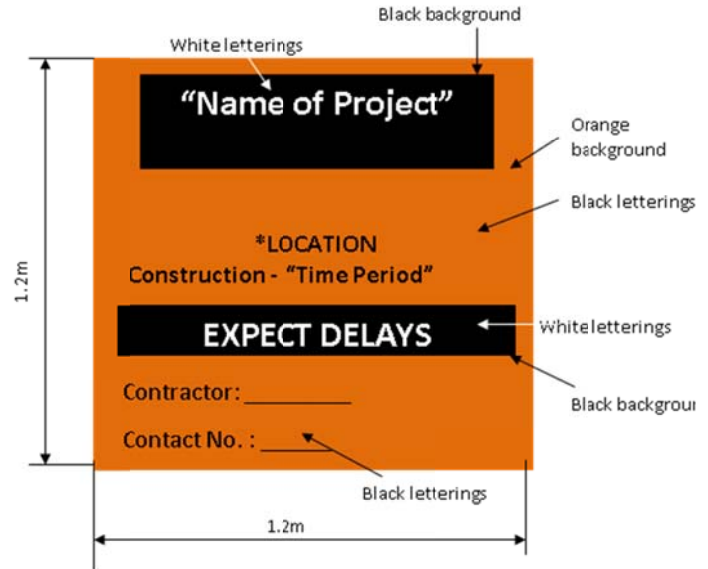
- | | | | |
|------------|--|---|---|
| 1.6 | Measurement and Payment | Delete 1.6.1 and replace with the following | Payment for all work, unless included in the Schedule of Quantities and Prices, performed under this section will be incidental to payment for work described in other Sections. |
| 1.9 | Archaeological / Historical Resources | Add 1.9 | Immediately cease work and inform the <i>Contract Administrator</i> and the City, 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

1.3 Measurement and Payment

Delete 1.3.1 and replace with the following

Payment for the installation of 1.2m x 1.2m static construction notification signs (shown below) includes supply, placement & removal and will be paid for each sign placed as identified on the Schedule of Quantities and Prices and in the Contract Documents.



Add 1.3.2

Payment for three (3) changeable message signs (CMS) includes supply, placement, communication management & removal as required for traffic & pedestrian safety.

locations for the signs will be provided by the Contract Administrator.

These signs are required to be in service at least 5 normal work days prior to construction start to provide advance warning to motorists.

END OF SECTION

1.0 GENERAL

1.4 Construction Quality Control

Add 1.4.2

Inspection and testing of concrete and concrete materials will be carried out by a CSA certified Testing Laboratory in accordance with CAN/CSA-A23.2 except as follows:

- Slump: Make at least one slump test for each strength test.
- Strength:
 - A strength test will consist of three (3) standard cylinders, one (1) tested at seven (7) days and two (2) at twenty-eight (28) days.
 - Frequency of testing may be increased at Departmental Representative's discretion.
 - A minimum of one strength test shall be conducted for each concrete truck.

Add 1.4.3

Contractor will pay for costs of tests as specified.

Add 1.4.4

Contract Administrator will take additional test cylinders during cold weather concreting. Cure cylinders on job site under same conditions as concrete which they represent.

Add 1.4.5

Non-destructive methods for testing: CAN/CSA-A23.2.

Add 1.4.6

Inspection or testing by Contract Administrator does not replace Contractor quality control, or relieve Contractor of contractual responsibility for quality control.

Add 1.4.7

No additional water shall be added on site to adjust slump.

Add 1.4.8

Retest, and strengthen or replace concrete failing to meet the requirements in accordance with CAN/CSA A23.2. Contractor to pay for additional testing, strengthening, and/or replacement.

1.5 Measurement and Payment

Delete 1.5.1 and replace with the following

Lump sum payment for construction of **Required** reinforced concrete column repairs, as shown on the Contract Drawings includes cost of labour and materials, including but not limited to, clearing and grubbing, preparation of surfaces, formwork, stripping of formwork, realign displaced fascia panels, supply & fabrication of all steel works, installation of steel, concrete, reinforcing, anchor installation, formworks, excavation, backfilling, submittals, quality control, curing, and finishing. And all other incidentals to complete the works as shown on the Contract Drawings.

Delete 1.5.2 and replace with the following

Lump sum payment for construction of **Optional** reinforced concrete column repairs, as shown on the *Contract Drawings* includes cost of labour and materials, including but not limited to, clearing and grubbing, preparation of surfaces, formwork, stripping of formwork, realign displaced fascia panels, supply & fabrication of all steel works, installation of steel, concrete, reinforcing, anchor installation, formworks, excavation, backfilling, submittals, quality control, curing, and finishing. And all other incidentals to complete the works as shown on the Contract Drawings.

Delete 1.5.3

CAST-IN-PLACE CONCRETE

2.0 Products

2.2 Concrete Mixes

Delete 2.2.1 and
replace with the
following

Proportion normal density concrete in accordance with CAN/CSA-A23.1, Alternative 1. All cast-in-place concrete shall have the following properties:

- Shall be self-consolidating concrete (SCC)
- Cement: Type GU Portland cement.
- Minimum compressive strength at 28 days: 35MPa.
- Class of exposure: C1.
- Normal size of coarse aggregate: 19 mm.
- Flow slump at time and point of discharge: 500mm to 800mm
- Air content: 5% to 7%.

Do not change concrete mix without prior approval of *Contract Administrator*. Ready-mix or pre-bagged mix conforming to the above will be acceptable.

3.5 Finishing of Formed Surfaces

Add 3.5.1

Patch and finish formed surfaces to CAN/CSA A23.1 except as noted.

Add 3.5.2

Repair honeycombed and defective concrete. Use method approved by Contract Administrator.

Add 3.5.3

Finish Types

- Class 2 - Common Finish. Finish all formed concrete exposed to view. Common finish: CAN/CSA A23.1 smooth form finish.
- Class 3 - Rough Form Finish. Formed concrete in contact with backfill: CAN/CSA A23.1 rough form finish.
- Chamfer exposed corners 20 mm by 20 mm.
- Rub exposed sharp edges of concrete with carborundum to produce 3 mm radius edges unless otherwise indicated.

END OF SECTION

PRECAST CONCRETE

1.4	Measurement and Payment	Add 1.4.6	Lump sum payment for construction of required precast fascia panels, as shown on the Contract Drawings. Include cost of labour and materials for fabrication and installing, including but not limited to, clearing and grubbing, preparation of surfaces, concrete, reinforcing, anchor installation, formworks, excavation, backfilling, submittals, quality control, curing, and finishing. And all other incidentals to complete the works as shown on the Contract Drawings.
2.0	PRODUCTS		
2.2	Concrete Mix	Add 2.2.1	Proportion normal density concrete in accordance with CAN/CSA-A23.1, Alternative 1. All precast concrete shall have the following properties: <ul style="list-style-type: none">• Cement: Type GU Portland cement.• Minimum compressive strength at 28 days: 35MPa.• Class of exposure: C1.• Normal size of coarse aggregate: 19 mm.• Slump at time and point of discharge: 60 to 80 mm (without super plasticizer).• Air content: 5% to 7%. Do not change concrete mix without prior approval of <i>Contract Administrator</i> . Ready-mix or pre-bagged mix conforming to the above will be acceptable.
3.0	EXECUTION		
3.1	General	Delete 3.1.1 and replace with the following	Rub exposed sharp edges of concrete with carborundum to produce 3 mm radius edges unless otherwise indicated.

END OF SECTION

MISCELLANEOUS METAL FABRICATION

1.0	General			
1.1	References	Add 1.1	.1	ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.
			.2	CAN/CSA G40.21, Structural Quality Steel.
			.3	CAN/CSA S16.1, Limit States Design of Steel Structures.
			.4	CSA-W59, Welded Steel Construction (Metal Arc Welding)
			.5	CAN/CSA G164 - Hot Dip Galvanizing of Irregularly Shaped Articles
			.6	ASTM A143 Standard Practices for Safeguarding of Embrittlement of Hot Dip Galvanized Steel Products.
1.2	Submittals	Add 1.2	.1	Provide Contract Administrator prior to fabrication with two copies of steel producer certificates, in accordance with CAN/CSA G40.20.
			.2	Submit welding procedure specifications, data sheets and repair procedures for review by the Contract Administrator
1.3	Measurement and Payment	Add 1.3	.1	Lump sum payment for required steel angle repairs, as shown on the Contract Drawings, Include costs of labour and materials for clearing and grubbing, aligning facia panels, concrete surface preparation, drilling, angle fabrication, shop drawings, as well as supply and installation of angles, associated shims, and anchors. And all other incidentals to complete the works as shown on the Contract Drawings.
			.2	Lump sum payment for Optional steel angle repairs, as shown on the Contract Drawings, Include costs of labour and materials for clearing and grubbing, aligning facia panels, concrete surface preparation, drilling, angle fabrication, shop drawings, as well as supply and installation of angles, associated shims, and anchors. And all other incidentals to complete the works as shown on the Contract Drawings.
1.4	Shop Drawings	Add 1.4	.1	Submit shop drawings in accordance with General Condition 5.
			.2	Indicate materials, finishes, method of anchorage, number of anchors, supports, details, and accessories.
2.0	PRODUCTS			
2.1	Materials	Add 2.1	.1	Steel sections and plates: CAN/CSA G40.21, Grade 300W.
			.2	Welding materials: to CSA-W59.
			.3	Welding electrodes: to CSA-W48 Series.
			.4	Bolts and anchor bolts: ASTM A325 M.
			.5	Galvanized Fasteners: ASTM A153 Class C, and ASTM A563.
			.6	Bearings: CAN/CSA-S6 as indicated.
2.2	Fabrication	Add 2.2	.1	Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
			.2	Bend plates using stock plates with bend line at right angles to the direction of rolling. Inside bend radius to not be less than plate thickness. Before bending, grind plate corners to a radius of 2 mm throughout the component to be bent.

MISCELLANEOUS METAL FABRICATION

- .3 Use self tapping shake proof flat headed screws on items requiring assembly by screws or as indicated.
 - .4 Where possible, fit and shop-assemble work, ready for erection.
 - .5 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.
 - .6 Follow the requirements of ASTM A143 and ASTM A385 when fabricating components to be galvanized
- 2.3 Finishes** Add 2.3
- .1 Galvanizing: ASTM A123. Zinc coating 600 g/m².
 - .2 Zinc rich, ready mix zinc primer: CAN/CGSB 1.181.
- 3.0 EXECUTION**
- 3.1 Erection** Add 3.1
- .1 Do welding work in accordance with CSA-W59 unless specified otherwise.
 - .2 Erect metalwork square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
 - .3 Provide suitable means of anchorage acceptable to Contract Administrator such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles.
 - .4 Use exposed fastening devices to match finish and be compatible with material through which they pass.
 - .5 Make field connections with bolts to CAN/CSA S16.1.
 - .6 Touch up rivets, field welds, bolts and burnt or scratched surfaces after completion of erection with primer.
 - .7 Touch up galvanized surfaces with zinc rich primer where damaged.

END OF SECTION

SHRUB AND TREE PRESERVATION

1.3	Measurement and Payment	Delete 1.3.1 and replace with the following	Payment for all work, unless included in the Schedule of Quantities and Prices, performed under this section will be incidental to payment for work described in other Sections.
2.0	PRODUCTS		
2.1	Materials	Add 2.1.10	Install Protective Fencing: Posts - Pressure treated wood 100 mm dia.; Post to be 1.8 m to 2.0m in height at 2.0 m O.C. Snow fence as per Coquitlam Approved Products List; Flagging Tape - 4" Orange glow - 'Tree Retention Area' as shown on the Contract Drawings.
2.0	EXECUTION		
3.1	Existing Trees	Add 3.1.7	The <i>Contractor</i> is responsible to minimize damage to all trees which are to remain.
		Add 3.1.8	The <i>Contractor</i> 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, the <i>Contract Administrator</i> and the City for tree damage where proper notification was not received from the <i>Contractor</i> . 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 Substantial Performance of the <i>Work</i> .
		Add 3.1.9	Place protective fencing/barricades as detailed on Coquitlam Standard Detail Drawings COQ-R26. <i>Contractor</i> shall maintain fence in good condition during construction.
		Add 3.1.10	When work is to be performed inside fenced areas, <i>Contractor</i> shall take care to avoid damage to existing vegetation. Work to be done inside areas of existing vegetation to be retained includes: <ul style="list-style-type: none"> .1 Removal of isolated trees as directed by the <i>Contract Administrator</i> and the City. .2 Selective pruning and tree removal at edges to create tidy and well-shaped forest edge. .3 Placing planting soil and planting of trees.
		Add 3.1.11	Do not park, service or fuel vehicles within the vegetation retention areas.
3.4	Pruning	Add 3.4.2	Do not cut roots or branches of retained trees without approval of the <i>Contract Administrator</i> and the City.

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 01 55 00S.
- 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>.
 - .2 Hours of Work and Traffic Restrictions for this project are identified in **Appendix 2** of this document. 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.

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. These delays shall be coordinated with available breaks in the traffic flow.
- .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 | .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. |
| 3.3 | Traffic Control Personnel & Equipment | .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.

.2 There must be sufficient Traffic Control Persons (TCPs) on site to appropriately and safely direct traffic in all sections of the Work. |
| 3.4 | Signage | .1 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.

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.

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. |
| 3.5 | Detours | .1 No detours permitted |
| 3.6 | Cyclist and Pedestrian Access | .1 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. |

4.0 TRAFFIC RESTRICTIONS

- 4.1 Road and Sidewalk Closure Permits
- .1 Minimum of two (2) northbound (eastbound) and one (1) southbound (westbound) lanes of Traffic in each direction must be accommodated at all times.
 - .2 A City of Coquitlam 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 and Lane 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

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
- .1 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 or creating unreasonable delays
- 5.4 Construction Activity and Signage
- .1 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.
- 5.5 Changeable Message Sign (CMS) Locations
- .1 The Contractor is required to supply, locate and maintain Changeable Message Signs (CMS); locations for these signs will be provided by the Contract Administrator.

These signs are required to be in service at least **5 normal work days prior to construction start** to provide advance warning to motorists.

5.6 Construction Zone
Information Signs

- .1 The Contractor is required to provide, one week prior to start of work, stationary signs at intersections, one in each direction, to inform traffic of existing and anticipated conditions at entry points of the street to be worked on, locations for these signs will be provided by the Contract Administrator.

Ensure that signs and locations are addressed in the Traffic Management Plan. All signs are to be removed at the end of the construction period.

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

- Permit Fee Prime Contractor Letter Certificate of Insurance
- Traffic Control Plan Impact to bus service 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

Appendix 2
CONTRACT HOURS OF WORK and TRAFFIC RESTRICTIONS

1.0	GENERAL	
1.1	Contract Number	78024
1.2	Contract Name	Lougheed Hwy Retaining Wall Rehabilitation
1.3	Contract Limits	As shown on the Contract Drawings
2.0	ROAD SECTION	
2.5	Lougheed Hwy	.1 Property accesses in this area must be accommodated in the work operations. .2 Minimum of two (2) northbound (eastbound) and one (1) southbound (westbound) lanes of Traffic in each direction must be accommodated at all times. .3 Total Road Closure Is Not Permitted
2.9	Lane Closures	.1 A lane 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 Lane Closure Request is required. Lane closures will be reviewed for appropriateness during the allowable hours of work.
		.3 Sufficient Traffic Control Persons are required at each end of the closure <u>and at side road, lane, and driveway intersections</u> to safely guide traffic through the work site.
3.0	HOURS OF WORK	
3.1	Allowable Hours of Work	.2 Night Work, the hours will be from 20:30 hrs. (8:30pm) to 05:30 hrs. (5:30am) unless otherwise authorized by the Contract Administrator.
		.4 No work is allowed on statutory holidays without specific permission arranged through the Contract Administrator.
4.0	OPERATIONS	
4.1	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 .