



City of Coquitlam

**Contract Documents
80341**

**Stream Erosion Control –
Como Creek at Austin Ave.**



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Invitation to Tender



INVITATION TO TENDER

DATE OF ISSUE: **May 1, 2014**

Tender No. 80341

Stream Erosion Control – Como Creek at Austin Ave

The City of Coquitlam invites tenders for **Contract 80341 – Stream Erosion Control – Como Creek at Austin Ave**. The work consists generally of the following:

Supply and installation of approximately 33m of stream bank protection composed of 50kg Class rip rap complete with live stakes as described in the Contract Documents

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

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

www.coquitlam.ca/BidOpportunities

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

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

On or Before 2:00 p.m., Thursday, May 15, 2014
(“Closing Date and Time”)

Instructions for Tender Submission

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

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

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

Addenda

Tenderers are required to check the City's website for any updated information and Addenda issued before the Closing Date at: www.coquitlam.ca/BidOpportunities

Any changes to the Tender documentation will be issued by means of written Addenda and posted on the City's website and will form part of the Tender. No amendment of any kind to the Tender is effective unless it is posted in a formal written Addendum on the City website. Upon submitting a Tender, Tenderers will be deemed to have received notice of all Addenda that are posted on the City's website and deemed to have considered the information for inclusion in the Tender submitted.

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

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

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

Email: bid@coquitlam.ca

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

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

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

D. Trudeau
Purchasing Manager

Instructions to Tenderers, Part 1

Tender 80341

Stream Erosion Control – Como Creek at Austin Ave

INSTRUCTIONS TO TENDERERS

PART I

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INSTRUCTIONS TO TENDERERS - PART I

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

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

The City of Coquitlam

Contract: Stream Erosion Control – Como Creek at Austin Ave

Reference No. 80341

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:

Supply and installation of approximately 33m of stream bank protection composed of 50kg Class rip rap complete with live stakes as described in the Contract Documents

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

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

E-mail bid@coquitlam.ca

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

Inquiries received after that time may not receive a response.

Tender Documents 2

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

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

Documents.

- 2.3 Any additional information made available to Tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Contract Documents. Such additional information is made available only for the assistance of Tenderers who must make their own judgments about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.
- Submission of Tenders** 3 Tenders must be submitted on the Tender Form provided, accompanied by a copy of the original 10% Bid Bond quoting the Tender Name and Number, and be uploaded to the City's file transfer website.
- Tenders must be received on or before:
- Tender Closing Time:* 2:00 p.m. local time**
***Tender Closing Date:* May 15, 2014**
- For the purpose of the Tender submission, digital copies of original documents and signatures sent electronically are accepted. Original documents are required upon request by the City.
- Instructions for Tender Submission** 3.1 **Tender submissions are to be uploaded through QFile, the City's file transfer service accessed at website: <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 City email address. The City will not be responsible for any delay or for any Tenders not received for any reason, including technological delays or issues by either party's network or email program, and the City will not be liable for any damages associated with Tenders not received. Late receipt will be a cause for rejection.
- 3.3 Late Tenders will not be accepted or considered.
- 3.4 Tenders will not be opened in public. The unevaluated results will be forwarded to participants by email on Tender Closing Date.
- 3.5 Tender submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so, pursuant to the Act.

**Additional
Instructions to
Tenderers**

- 4** Additions and Deletions to Instructions to Tenderers, Part II
1. Proposed stream erosion control site is located at Como Creek, which is a red coded watercourse as per MOE Streamside Protection Regulation and subject to conform to all DFO/MOE regulations. DFO has already approved the proposed works. The City is currently waiting for the Water Act approval from MOE. Application for Water Act Approval has already been submitted to MOE. **Actual start date will be dependent on the receipt of the Water Act Approval from MOE.**
 2. Environmental safeguards shall include monitoring the works by an Environmental Monitor (EM) designated by the City and as described in specifications in Appendix D – Construction Mitigation Plan.
 3. The Contractor shall comply with all specifications as described in Supplementary General Conditions – 4.16, 20.4.2 and Section 01561; Supplementary Contract Specifications, Section 01000S; and Appendix F.
 4. All construction work must be completed within the fisheries window, August 1 to September 15, 2014, subject to approval by MOE.
 5. Proposed access route to the site will be from Austin Ave. Contractor will be responsible to find suitable alternative access route.
 6. Austin Ave has significant vehicular traffic volume. Contractor shall comply with all the specifications in Appendix A – Traffic Management Detail Specifications.
 7. Erosion site is located on private properties. Property owners of 1334, 1365 & 1387 Charland have granted permission to access the erosion site to complete the proposed work.

**Obtaining
Documents**

- 4.1** The following documents which are referred to and form part of the Contract Document package may be obtained as follows:
- Copies of the Master Municipal Construction Documents Volume II (*2000), Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings from:
- Support Services Unlimited
Suite 302
1107 Homer Street
Vancouver BC V6B 2Y1
Tel: 604-681-0295
Fax: 604-681-4545
- *Availability of the Gold Book is not guaranteed**
- City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2000 Edition.
- City of Coquitlam Engineering & Public Works Department
3000 Guildford Way
Coquitlam, BC V3B 7N2
Tel: 604-927-3500
Fax: 604-927-3525

Copies of the City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2000 Edition are available for viewing and downloading off the City of Coquitlam web site

http://www.coquitlam.ca/Libraries/City_Hall_Files/Supplementary_Specifications_and_Detailed_Drawings_to_MMCD.sflb.ashx

Tender Requirements	4.2	<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	<i>Add to:</i> Instructions to Tenderers Part II, Section 15.1;

Tenders received will be evaluated to provide the City with greatest value based on quality, service, price and experience. Evaluation Criteria will include but is not limited to:

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

The City may, in its absolute discretion, reject a Tender submitted by the Tenderer if the Tenderer, or any officer or director of a corporate Tenderer, is or has been engaged, either directly or indirectly through another corporation or legal entity, in a legal action against the City and its elected and appointed officers and employees or any of them in relation to:

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

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

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

Certificate of Compliance	4.5	Each Tender should be accompanied by a Certificate of Compliance for Contract (on the Insurance form provided in Appendix 7 of Form of Tender) to
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for Contract Insurance		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	<p>Tenderer shall be competent and capable of performing the various items of work. Tenderer shall complete the following statement sheets appended to the Form of Tender, which shall form a part of the Contract Documents:</p> <p>Appendix 1 Schedule of Quantities and Unit Prices Appendix 2 Preliminary Construction Schedule Appendix 3 Experience of Superintendent Appendix 4 Contractor's Comparable Work Experience Appendix 5 Subcontractors Appendix 6 Bid Bond Appendix 7 Certificate of Compliance for Contract Insurance</p>
Test Excavations	4.7	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 have or obtain a Business License in the municipality in which the work is performed. Successful Tenderers will be required to supply a photocopy of a valid Coquitlam business licence prior to commencement of work or supply of materials. Contact Business Licence Division at 604-927-3085 for detailed information.
No Claim	4.9	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	<p>The City reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted.</p> <p>The City specifically reserves the right to reject all Tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional Tenders.</p>
Cancellation of Tender	4.12	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.

Form of Tender



FORM OF TENDER

Tender No. 80341

Stream Erosion Control – Como Creek at Austin Ave

Summary

Name of **Contractor** _____

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

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

On or before 2:00 pm (local time) on Thursday, May 15, 2014

Instructions for Tender Submission

Tender submissions are to be uploaded through QFile, the City's file transfer service accessed at website:

qfile.coquitlam.ca/bid

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

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

May 2014

CITY OF COQUITLAM
3000 Guildford Way
Coquitlam BC V3B 7N2

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

Contract Name: Stream Erosion Control – Como Creek at Austin Ave

Reference No. 80341

TO OWNER:

1 WE, THE UNDERSIGNED:

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

_____;

(ADDENDA, IF ANY)

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
2.2 to achieve *Substantial Performance* of the *Work* on or before **September 15, 2014**; and
2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

3 WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.
3.2 that we understand and agree that the owner is in no way obliged to accept this Tender.

4 WE CONFIRM:

- 4.1 that the following Appendices are attached to and form a part of this tender:

4.1.1 the Appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and

4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.

4.1.3

5 WE AGREE:

5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of **60** calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another Tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:

5.1.1 within **10 Days** of receipt of the written *Notice of Award* deliver to the *Owner*:

5.1 a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;

5.1 b) a "clearance letter" indicating that the Tenderer is in WCB compliance; and

5.1 c) a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and;

5.1 d) a letter confirming the *Contractor* as "Prime Contractor" for the Contract as specified in SGC 4.2.2.

5.1.2 within **2 Days** of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.

6 WE AGREE:

6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

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

6.1.3 the face value of the *Bid Security*; and

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

7 OUR ADDRESS is as follows:

Phone: _____ - _____ - _____

Fax: _____ - _____ - _____

Email: _____

Attention: _____

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

8 WE CONFIRM:

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

8.1.1 for information purposes, our GST Registration Number is:

(GST REGISTRATION NUMBER)

or;

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

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

**Appendix 1
FORM OF TENDER**

**Contract 80341
Stream Erosion Control - Como Creek at Austin Ave**

SCHEDULE OF QUANTITIES AND PRICES

(see paragraph 5.3.1 of the Instruction to Tenderers – Part II)

(All prices and quotations including the *Contract Prices* shall include all *Taxes*, but shall not include *GST*.)

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

ITEM NO.	MMCD Ref./ (Supp. Specs)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1	01561	Environmental Protection				
1.1	(1.7.1)	Environmental Protection (Sediment and Erosion Control)	l.s	1	\$	\$
2	01570	Traffic Regulation				
2.1	(1.5.1)	Traffic Control/Management	l.s	1	\$	\$
3	02111	Clearing and Grubbing				
3.1	(1.4.1)	Clearing and Grubbing	l.s	1	\$	\$
4	02210	Site Grading				
4.1	(1.4.9)	Site grading/shaping slopes	l.s	1	\$	\$
5	02224	Roadway Excavation, Embankment and Compaction				
5.1	(1.8.5)	Common excavation including off site disposal (Provisional)	tonne	120	\$	\$
5.2	1.8.7	Imported embankment fill, select granular subbase (Provisional)	tonne	15	\$	\$
5.3	1.8.7	Imported fill (75mm clear crushed) (Provisional)	tonne	15	\$	\$
5.4	(1.8.14)	Access route preparation and restoration	l.s	1	\$	\$
6	02271	Riprap				
6.1	(1.4.1)	Rip rap (Class 50); supply & installation as shown on contract drawings and Supplementary Specifications, Section 02271	tonne	180	\$	\$
7	02498	Geosynthetics				
7.1	1.6.1	Supply and installation of Nilex 4545	sq.m	125	\$	\$
8	02831	Chain Link Fences and Gates				
8.1	1.5.3	Dismantling & installation of chainlink fence and gate at Austin Ave and all related works for access route (Provisional)	l.s	1	\$	\$
8.2	(1.5.5)	Dismantling & installation of metal barrier and posts at Austin Ave and all related works for access route (Provisional)	l.s	1	\$	\$
9	02921	Topsoil and Finish Grading				
9.1	(1.4.1)	Supply & installation of 100mm topsoil and as specified in Appendix D: Construction Mitigation Plan and and all related works (Provisional)	cu.m	15	\$	\$
10	02933	Seeding				
10.1	1.8.1	Supply & installation of coastal reclamation mix and as specified in Appendix D: Construction Mitigation Plan and and all related works as shown on the contract drawing	sq.m	150	\$	\$
11	02934	Hydraulic Seeding				
11.1	1.8.2	Supply & installation of Tensar Norh American Green Bionet C125BN double net erosion control blanket and all related works as shown on the contract drawing	sq.m	100	\$	\$
12	02950	Planting of Trees, Shrubs and Ground Covers				

ITEM NO.	MMCD Ref./ (Supp. Specs)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
12.1	(1.9.1)	Supply, preparation & planting of all live stakes as described in the contract drawing and as specified in Appendix D: Construction Mitigation Plan. (Provisional)	ea	800	\$	\$
12.2	(1.9.1)	Supply, preparation & planting of 5 gallon pot Douglas Fir, as specified in Appendix D: Construction Mitigation Plan (Provisional)	ea	5	\$	\$
12.3	(1.9.1)	Supply, preparation & planting of 5 gallon pot Western Red Cedar, as specified in Appendix D: Construction Mitigation Plan (Provisional)	ea	10	\$	\$
12.4	(1.9.1)	Supply, preparation & planting of 5 gallon pot Red Alder, as specified in Appendix D: Construction Mitigation Plan (Provisional)	ea	5	\$	\$
12.5	(1.9.1)	Supply, preparation & planting of 2 gallon pot various shrubs, as specified in Appendix D: Construction Mitigation Plan (Provisional)	ea	50	\$	\$
12.6	(1.9.3)	Fallen trees removal and reinstatement as shown in the Contract drawings	l.s	1	\$	\$

Total Tendered Price (exclude GST) \$ _____

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

Name of Contractor: _____

FORM OF TENDER

APPENDIX 2

FORM OF TENDER

Contract 80341

Stream Erosion Control – Como Creek at Austin Ave

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

THIS IS A MANDATORY PART OF THE TENDER SUBMISSION

CONSTRUCTION ACTIVITY	AUGUST				SEPT	
	1	2	3	4	1	2

Completion Date: **Must be completed before September 15, 2014**

Proposed Disposal Site: _____

FORM OF TENDER

**APPENDIX 3
FORM OF TENDER**

**Contract 80341
Stream Erosion Control – Como Creek at Austin Ave**

EXPERIENCE OF SUPERINTENDENT

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

Proposed Project Superintendent _____

List of Project Experience

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

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

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

**APPENDIX 4
FORM OF TENDER**

**Contract 80341
Stream Erosion Control – Como Creek at Austin Ave**

**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 80341
Stream Erosion Control – Como Creek at Austin Ave**

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 80341
Stream Erosion Control – Como Creek at Austin Ave**

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 _____, 2014 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 _____, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

)	
)	PRINCIPAL
)	
)	
)	
)	SURETY

FORM OF TENDER

**APPENDIX 7
FORM OF TENDER**

**Contract 80341
Stream Erosion Control – Como Creek at Austin Ave**

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: 80341

Contract Name: Stream Erosion Control – Como Creek at Austin Ave

Description of Work:

Supply and installation of approximately 33m of stream bank protection composed of 50kg Class rip rap complete with live stakes as described in the Contract Documents

Other miscellaneous and incidental works as contained in the Contract Documents

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 2014.

Contract: **Stream Erosion Control – Como Creek at Austin Ave**

Reference No. **80341**

BETWEEN:

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

(the "*Owner*")

AND:

(the "*Contractor*")

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

1 THE WORK - START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.

- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before **September 15, 2014**, 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.

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 2000. All sections of this publication are included in the *Contract Documents*.

1. Agreement, including all Schedules;
2. Supplementary General Conditions, if any;
3. General Conditions*;
4. Supplementary Specifications, if any;
5. 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. City of Coquitlam Supplementary Specifications for Contract Documents.

Stream Erosion Control – Como Creek at Austin Ave

Reference No: 80341

Schedule 2

LIST OF DRAWINGS

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

Bound in this Document:

Appendix A: Traffic Management Plan

Appendix B: Contract Design Drawings

TITLE	DRAWING NO.	DATE
Como Creek Erosion Protection, Key Plan	NA	04/15/14
Como Creek Erosion Protection, Plan and Section	NA	04/15/14

Appendix C: As-built Records

TITLE	DRAWING NO.	DATE
Austin Avenue Storm Sewer Replacement	D2131	OCT/00
Austin Avenue Storm Sewer Stage 1	D0180-17	9.4.75
Austin Avenue Storm Sewer Stage 1	D0180-18	June 23-76
Austin Avenue Storm Sewer Stage 1	D0180-19	June 24-76

Appendix D: Construction Mitigation Plan

Appendix E: Geotechnical Memorandum

Appendix F: Environmental Agencies Correspondence

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 2000

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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 2000

CONTRACT 3

ADMINISTRATOR

Appointment 3.1.3

(Add new clause 3.1.3 as follows):

The Contractor shall promptly and efficiently comply with any reasonable instruction issued by the Contract Administrator.

Contract Administration 3.3.10

(Add new 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.

Inspection and Site Inspector 3.4

3.4.9

(Add new clause 3.4.9 as follows):

The Contractor shall, before commencing the work, satisfy himself as to the meaning and correctness of all stakes, marks, grade sheets and other as-built notes.

The Contractor will be responsible to provide all construction Survey and information for completion of the as-builts.

If at any time during the progress of the work any error shall appear or arise in the position, levels, dimensions or alignment of any part of the work, the Contractor shall stop work on his portion of the project and notify the Contract Administrator who will within a reasonable time verify the same. If the Contractor proceeds with the work after a discrepancy is discovered, he does so at his own risk. The Contractor shall make allowances in his work schedule for delays of this nature and shall not claim or be paid for related stand-by or shut-down time.

CONTRACTOR 4

Control of the Work

4.1

(Add to clause 4.1.2 as follows):

4.1.2

During all phases of the operation the Contractor shall take precautions to abate nuisance caused by mud or dust by clean-up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the Contract Administrator.

The Contractor shall take care to prevent spillage on streets over which hauling is done and the Contractor shall immediately clean up any such spillage or debris deposited on streets due to his operations.

The Contractor shall not deposit any material upon any street, sidewalk, boulevard or other property, without the Contract Administrator's or the Owner's permission, nor shall he allow the same to remain longer than necessary. All surplus spoil and rubbish and other waste material shall be removed from the site so that the area of work is cleaned up and restored to as clean a condition as it was before the Contract started, within four days of the Contract Administrator's written request to do so, failing which the Owner may carry out the work or have the work carried out by others and recover the costs from the Contractor or may deduct the cost from any monies due or that may

		become due to the Contractor.
Hours of Work	4.1.3	(Add new Clause 4.1.3 as follows): Refer to: Supplementary Contract Specifications, Contract Specific Instructions and Notations, Section 01000S.
Traffic Control Management	4.1.4	(Add new 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 Traffic Management Detail Specifications. Refer to Contract's Supplementary Specifications - Appendix A: Traffic Management Detail Specifications
Safety	4.2	(Add new clause 4.2.2 as follows):
	4.2.2	For the purposes of Occupational Health and Safety, the <i>Contractor</i> is the "Prime Contractor" as detailed in the Workers Compensation Act, Section 118. The <i>Contractor</i> shall have and maintain an Occupational Health and Safety Program that meets the requirements of the WorkSafe BC and the WorkSafe BC OHS Regulations.
Protection of Work, Property and the Public	4.3	(Replace Clause 4.3.4 as follows):
	4.3.4	Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all the utility corporations that provide electricity, communications, gas or other utility services in the area of the <i>Place of Work</i> , to locate all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . Costs to do the locates will be incidental to the contract.
	4.3.7	Add new clause 4.3.7 as follows): Any lands other than those upon which the work is to be performed, which may be required for temporary facilities, storage purposes or access to the work site, other than those provided by the <i>Owner</i> , shall be provided by the <i>Contractor</i> at his own cost, with no liability to the <i>Owner</i> .
	4.3.8	(Add new clause 4.3.8 as follows): The <i>Contractor</i> 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 <i>Place of Work</i> . 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 <i>Contract Administrator</i> . The <i>Contractor</i> is to provide at all times safe and convenient means of approach and entrance to adjoining lanes, driveways, buildings and property both for vehicles and pedestrians to the satisfaction of the

Contract Administrator. For this purpose he shall construct and maintain suitable and safe platforms, approaches, structures, bridges, diversions or other works.

Where traffic must cross open trenches, the *Contractor* shall provide suitable bridges. Where trenches have been backfilled or where road improvements are incomplete the *Contractor* shall take any steps necessary to prevent potholes or other traffic hazards. Where the *Contract Administrator* so instructs or where Contract Specifications so require, the *Contractor* shall provide temporary asphalt patching of such hazards.

**Construction
Schedule**

4.6

(Replace Clause 4.6.1 as follows):

4.6.1

The Contractor shall within the time set out in the Form of Tender prepare and submit to the Contract Administrator for his approval a construction schedule (the Baseline Construction Schedule) indicating the planned start and completion dates of major activities of the Work. The Baseline Construction Schedule shall be in more detail than the Preliminary Construction Schedule and shall indicate completion of the Work in compliance with any specified Milestone Dates, including Substantial Performance.

4.6.6

(Replace Clause 4.6.6 as follows):

The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued. The Notice to Proceed will not be issued until the construction schedule has been approved.

4.6.7

(Add new Clause 4.6.7 as follows):

Any requests to lengthen the work schedule shall be made in writing by the Contractor within five working days of knowledge of the reason for the extension. The Contract Administrator will adjust the schedule at his discretion upon receipt of a written request.

Workers

4.8

(Add new Clause 4.8.2. as follows):

4.8.2

The Contractor shall, upon the request of the Contract Administrator, remove any person employed by him for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the Place of Work.

Materials

4.9

4.9.3

(Add new clause 4.9.3 as follows):

The Contractor shall, at his cost,

- a) Be responsible for storing all of the materials supplied for the Work either by himself or the Owner, until it has been incorporated into the completed Work;
- b) Store all materials in a manner which will prevent damage from the weather, dirt, foreign matter, vandalism and theft;
- c) Arrange for and/or verify the time of delivery of all materials to be supplied by himself or the Owner to ensure that delivery will

coincide with his work schedules.

- d) Examine with the Contract Administrator the quantities and details of all materials supplied by the Owner at the time and place of delivery or those materials already at the Place of Work, and prepare and sign a Statement of Materials Acceptance, specifically noting and rejecting any defective material;
- e) Replace all materials supplied by himself or the Owner which are found to be stolen, missing or damaged while under his care;
- f) Assume responsibility, upon signing of the Contract, for all materials supplied by the Owner and already at the Place of Work.
- g) Replace all materials found to be defective in manufacture which have been supplied by himself.

Subcontractors

4.11

4.11.3

(Delete clause 4.11.3 and replace with):

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

Test and Inspections

4.12

4.12.1

(Add to Clause 4.12.1 as follows):

The Contractor is to perform or arrange for all the tests, inspections or approval as part of Quality Control at the expense of the Contractor as described in Supplementary Specifications, Quality Control, Section 01400.

4.12.2

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

The Owner is to perform or arrange for all the tests, inspections or approval 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.

4.12.8

(Add Clause 4.12.8 as follows):

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

Final Clean-up

4.14

4.14.3

(Add new Clause 4.14.3 as follows):

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

The work will include cleaning of all catch basins within the work area, or nearby location as affected by the Work, regardless of the condition of the catch basins prior to starting the Work and all manholes and/or sewers affected by work done under this contract. All cleaning is to be performed by vacuum truck to the satisfaction of the Contract Administrator and will include off-site disposal of waste material.

Notice of Disruption 4.16
4.16.2

(Add new Clause 4.16.2 as follows):

Written notice must be provided to all properties which may be physically affected by the construction not less than one week and not more than two weeks prior to construction.

Notify occupants directly affected by the work 48 hours in advance of commencement of construction.

Cost of notifying area occupants of ensuing construction and delivery of the notices is incidental to the Contract. Cost of obtaining releases from area occupants affected by construction is incidental to the Contract.

OTHER CONTRACTORS 6

Coordination and Connection 6.2
6.2.1

(Delete clause 6.2.1 and replace with):

The Contractor shall, in accordance with usual construction practice, coordinate the Work with the Other Work and connect to Other Work as specified or shown in the Contract Documents. The Contractor shall not be entitled to additional payment or an extension of contract time for delays where connections to works were specified in the Contract.

CHANGES 7

Optional Work 7.4
7.4.2

(Add new clause 7.4.2 as follows):

If there are Optional items or Provisional items included in the *Schedule of Quantities and Prices*, those items shall be used only as directed and at the sole discretion of the Contract Administrator. These items will be paid at the contract unit price as part of regular progress payments. Only quantities used will be eligible for payment. No claim will be accepted for unused Optional or Provisional quantities.

VALUATION OF CHANGES AND EXTRA WORK 9

Valuation Method 9.2.4

(Replace Clause 9.2.4 as follows):

Once a quotation is accepted by the Contract Administrator, or other agreement reached between the Contract Administrator and the Contractor regarding adjustments to the Contract Price or Contract Time on account of a Change or Extra Work, the Contractor shall not be

entitled to claim or receive additional payment, or adjustment to the Contract Time on account of a Change or Extra Work.

CONCEALED OR UNKNOWN CONDITIONS 11

Confirmation of Existing Utility Information 11.4

(Add new clause 11.4 as follows):

Further to the requirements of the General Conditions, the Contractor shall expose and locate all existing utilities to be crossed prior to construction. Information shown on drawings is derived from existing record drawings and no responsibility is implied or assumed by the City or Consultants who prepared the designs as to the location, accuracy or omissions. Cost to do the pre locating will be incidental to the contract.

The Contract Administrator will not authorize any pipe or culvert installation to proceed until all existing utility locations are verified, and all conflicts with proposed designs are resolved.

DELAYS 13

Delay by Owner or Contract Administrator 13.1.2

(Add new Clause 13.1.2 as follows):

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

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

Direction to Stop or Delay 13.7.3

(Add new Clause 13.7.3 as follows):

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

Failure to follow Supplementary General Condition – 20.4.2, Section 01561 or as instructed by Contract Administrator will result in shut-down of the work. Failure to comply on what is stated on the approved Lane Closure Permit will result in shut-down of the work. The Contractor will be required to safely restore facility conditions to allow traffic and creek flow at their expense. 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.

**Liquidated Damages
for Late Completion** 13.8.1

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

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

PAYMENT 18

**Preparation of
Payment Certificate** 18.1.1

(Delete 18.1.1 and replace as follows):

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

**Substantial
Performance** 18.6.5

(Delete Clause 18.6.5 and replace as follows):

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

18.6.6

(Replace Clause 18.6.6 as follows):

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

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

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

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

Environmental Laws 20.4.2

(Add new Clause 20.4.2 as follows):

The successful tenderer will be required to observe and achieve all

terms and conditions required under the Fisheries Act. The following is a partial list of conditions that the Contractor shall allow for in 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 carried out during favorable and low water conditions;

All work must be undertaken and completed in isolation of all flowing water to maintain downstream water quality, and unrestricted flows so that all activities are completed with little or no impact to the environment;

The Contractor shall follow 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";

The contractor shall comply with the requirements specified in the applicable sections of MOE's "Standards and Best Practices for Instream Works" and "A Users' Guide to Working In and Around Water".;

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

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

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

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

**WORKERS
COMPENSATION
REGULATIONS** 21

21.2.1 **(Replace Clause 21.2.1 as follows):**
As part of the *work* the *Contractor* shall, to the extents reasonably possible, perform on behalf of the *Owner* the obligation which the *Owner* must take as the "Prime Contractor" by Virtue of the Workers' Compensation Act and Regulations, or other statutes.

21.4 **(Add new clause 21.4 as follows):**
All works shall be in strict compliance with WorkSafe BC OHS

Regulation Part 19 when working near or under any overhead power lines.

The Contractor must be fully aware of the potential danger to workers on site and shall take all necessary safety precautions when working near or with existing utilities.

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

INSURANCE

24 **(Delete Clause 24 Insurance and replace as follows):**

Introduction

24.1 Importance of Prompt Attention to Insurance and Bond Requirements:

24.1.1 The City Council has directed that the apparently successful Contractor, after being so informed, shall complete the "Supplementary General Conditions Regarding Contract Insurance and Bond Specifications". 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.

General

24.2 **Supplementary General Conditions Forming Part of the Contract:**

24.2.1 The Supplementary General Conditions regarding Contract insurance and bond specifications set out herein shall be attached to and form part of the Contract Documents.

24.2.2 **Acceptable Insurance Carriers:**

The insurer issuing any policy, or other document which is evidence of insurance to the Contractor, shall be an insurer licensed by the Superintendent of Insurance in the Province of British Columbia and registered with the Department of Insurance for Canada at Ottawa, except the Insurance Corporation of British Columbia, which is not subject to this condition.

24.2.3 **Owner's Right to Change Terms:**

Notwithstanding anything contained in the Contract Documents, the Owner will have the right to request a change to the specified terms and conditions respecting insurance at the sole option of the Owner. The Contractor will be notified in writing of any changes required by the Owner and will provide a quotation for such work.

- 24.2.4 **Delivery of Insurance Documents:**
- All insurance policies or other acceptable specified documents shall be delivered to, and accepted by, the Owner before the Contract Documents are signed. 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.
- Procedure Respecting** 24.3 **Security Deposit:**
Tendering 24.3.1
- Each tender must be accompanied by a Bid Bond on the form included as Appendix 6 in the Form of Tender, said Bid Bond to be issued by a surety company licensed to conduct business in the Province of British Columbia and shall be in the amount of ten percent (10%) of the Tender Price.
- 24.3.2 **Certificate of Compliance:**
- The Contractor shall submit the Certificate(s) of Compliance included as Appendix 7 of the Form of Tender with respect to the insurance required to be provided by the successful Tenderer.
- Procedure Respecting** 24.4 **General Conditions:**
Contract Insurance 24.4.1
and Bonding
- Damage to work** (excluding Building Contracts where Section 24.5, Paragraph 24.5.10, 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 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.

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

24.5

Responsibility for Placing Insurance:

24.5.1

The types of insurance required under this section will be provided and maintained at the expense of the City of Coquitlam during the term of the Contract and will be as follows unless otherwise changed by specific endorsement to these Insurance Specifications.

24.5.2

Insurance Coverage Required:

Builders Risk Completed Value "All Risks" Course of Construction Insurance. This policy will be written in the names of the City of Coquitlam and the Contractor with loss payable as their respective interests may appear.

24.5.3

Responsibility of Contractor – Limitations of cover and deductibles:

The insurance provided by the City of Coquitlam as described herein will not provide the Contractor with full protection against any and all kinds of loss or damage which may arise out of the Contract. It is, therefore, the responsibility of the Contractor to fully understand the scope of the cover provided with particular attention to the exclusions, limitations of cover and deductible provisions contained in the Insuring Agreements of the policies and it is further the responsibility of the Contractor to take out at the Contractor's expense, whatever other additional insurance the Contractor may consider necessary or desirable for his protection subject as hereinafter provided. The Contractor shall act in the same manner on insurance made available through the City of Coquitlam as he would if he had arranged such insurance himself.

24.5.4

Responsibility of Contractor – Direct Damage Insurance:

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

24.5.5

Responsibility of Contractor – Machinery and Equipment Belonging to Others:

Unless otherwise directed by the City of Coquitlam in writing, the Contractor shall carry insurance covering loss or damage to construction machinery, tools and equipment owned by and/or on bare rental from a third party or parties and used by the Contractor in performing the work, which insurance shall be in a form satisfactory to

the City of Coquitlam and having coverage in accordance with the actual cash value of such construction machinery, tools and equipment. Such policies shall also provide for subrogation to be waived against the City of Coquitlam. A certified copy of the policy shall be delivered to the City of Coquitlam not later than thirty days after the commencement of work under the Contract.

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

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

24.5.7 **Liability of Contractor:**

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

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

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

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

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

the Agreement, except that in such event the Contractor shall be entitled to such reasonable extension of time to complete the work as the Architect and/or Contract Administrator may decide.

24.5.10 **Further responsibility of Contractor:**

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

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

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

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

Additional Insured

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

The City of Coquitlam

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

MAINTENANCE PERIOD 25

Correction of Defects

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

25.1.4 The Owner is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the Contractor has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the Owner, delay is not reasonable, repairs may be made without notice being sent to the

Contractor. All expenses incurred by the Owner in connection with repairs made pursuant to GC 25 shall be paid by the Contractor or may be deducted from the Maintenance Security, or other holdbacks. The Contractor shall promptly pay any shortfall.

**TERMINATION FOR
REASONS OTHER
THAN DEFAULT**

27

(Add new Section 27 as follows):

27.1

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

27.2

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

27.3

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

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

APPENDIX I

PERFORMANCE BOND

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

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

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

_____ Dollars

(\$ _____)

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

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the

day of _____ 2014 , for

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

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

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

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master
Municipal Construction Documents, Volume II, Printed 2000

APPENDIX II

LABOUR AND MATERIAL PAYMENT BOND

(Private Contracts - Trustee Form)

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

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

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

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

_____ Dollars

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

SIGNED AND SEALED this _____ day of _____ 2014.

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

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

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

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

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master Municipal Construction Documents, Volume II, Printed 2000

APPENDIX III
CERTIFICATE OF INSURANCE

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

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

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

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

Authorized Signature and Stamp

Date _____ Name and Title

City' broker to return to City Representative Department

These Supplementary General Conditions must be read in conjunction with the General Conditions contained in the Master
Municipal Construction Documents, Volume II, Printed 2000

APPENDIX IV

PRIME CONTRACTOR DESIGNATION

Subject: **Prime Contractor Designation**
Contract #: **80341**
Contract Name: **Stream Erosion Control – Como Creek at Austin Ave** (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 Specifications

Appendix B – Contract Drawings

Appendix C - Asbuilt Records

Appendix E – Geotechnical Memorandum

***Appendix F –
Environmental Agencies
Correspondence***