



City of Coquitlam

Contract Documents
85262

Saddle Street Sanitary Upgrades



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Contract No. 85262
Saddle Street Sanitary Upgrades
Project Construction Documents

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Invitation to Tender



INVITATION TO TENDER

DATE OF ISSUE: **July 4, 2024**

We acknowledge with gratitude and respect that the name Coquitlam was derived from the hən̓q̓əmi̓nə́h̓ word kʷikwə́ləm (kwee-kwuh-tlum) meaning “Red Fish Up the River”. The City is honoured to be located on the kʷikwə́ləm (Kwikwetlem) traditional and ancestral lands, including those parts that were historically shared with the s̓q̓əcíyaʔt təməxʷ (Katzie), and other Coast Salish Peoples.

Tender No. 85262

Saddle Street Sanitary Upgrades

The City of Coquitlam invites tenders for **Contract 85262 – Saddle Street Sanitary Upgrades** generally consisting of the following, but not limited to:

- **165m of Sanitary Mainline Pipe Bursting**
- **Sanitary Service Pipe Bursting and/or Service Reconnection**
- **Other miscellaneous and incidental work as contained in the Contract Documents**

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

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

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

On or Before 2:00 pm local time

Thursday, July 25, 2024

(“Closing Date and Time”)

Addenda

Tenderers are required to check the City's website for any updated information, issued before the Closing Date at: www.coquitlam.ca/BidOpportunities. Where in its sole discretion it considers it to be necessary or desirable, the City may issue Addenda to amend any portion of the Contract Documents.

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.my.vrca.ca, ph: 604-294-3766, or email at vrca@vrca.ca, quoting the Coquitlam Tender Reference Number.

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

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

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

The City, prior to award of any Tender, may negotiate with the Tenderer presenting the lowest price compliant Tender, for changes in the Work, materials, specifications or conditions without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.

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

Procurement of goods and services is conducted in accordance with Chapter 5 of the Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA).

M. Pain
Procurement Manager

Instructions to Tenderers

Tender 85262

Saddle Street Sanitary Upgrades

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

(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.)

The City of Coquitlam

Contract: **Saddle Street Sanitary Upgrades**

Reference No. **85262**

- | | | |
|------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0 | Introduction | <p>1.1 These Instructions apply to and govern the preparation of tenders for this <i>Contract</i>. The <i>Contract</i> is generally for the following work:</p> <ul style="list-style-type: none">• 165m of Sanitary Mainline Pipe Bursting• Sanitary Service Pipe Bursting and/or Service Reconnection• Other miscellaneous and incidental work as contained in the Contract Documents <p>1.2 All inquiries regarding this Tender are to be submitted in writing referencing the Tender Name and Number sent to:</p> <p>E-mail bid@coquitlam.ca</p> <p>The deadline for inquiries is 2:00 PM local time, Monday, July 22, 2024
INQUIRIES RECEIVED AFTER THIS DATE AND TIME MAY NOT RECEIVE A RESPONSE.</p> |
| 2.0 | Tender Documents | <p>2.1 The Tender Documents which a Tenderer should review to prepare a Tender consist of all of the <i>Contract Documents</i> 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 <i>Contract Documents</i> include the drawings listed in Schedule 2 to the Agreement, entitled "List of Contract Drawings".</p> <p>2.2 <u>A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package.</u> These documents are the 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 <i>Tender Closing Date</i>. <u>All sections of this publication are by reference included in the Contract Documents.</u></p> <p>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</p> |

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.

3.0 Submission of Tenders

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

Tenders must be received on or before:

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

Tender Closing Date: July 25, 2024

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

3.2 **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 consolidated Tender file in PDF format and Appendix 1 in XLS 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 email: bid@coquitlam.ca)

Tenderers are responsible to allow for ample time to complete the submission process. For assistance, phone 604-927-3037.

3.3 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.

3.4 The City reserves the right to accept late Tenders to allow for technological delays. The City also reserves the right to accept Tenders by email: bid@coquitlam.ca.

BIDS RECEIVED IN-PERSON, BY COURIER, OR BY FAX WILL NOT BE ACCEPTED.

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

- 3.6 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.
- 4.0 Additional Instructions to Tenderers**
- Obtaining Documents**
- Additional Instructions to Tenderers
- 4.1 The following documents which are referred to and form part of the Contract Document package may be obtained as follows:
- Copies of the Master Municipal Construction Documents Volume II (2009), General Conditions, Specifications and Standard Detail Drawings are available separately from:
Support Services Unlimited
Suite 102
211 Columbia Street
Vancouver, B.C. V6A 2R5
Tel: 604-681-0295
Fax: 604-305-0424
 - Copies of the City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2009 Edition are available for viewing and downloading off the City of Coquitlam website: [Supplementary Specifications and Detailed Drawings to MMCD](#)
- Test Excavations**
- 4.2 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**
- 4.3 The successful Tenderer shall provide evidence of a City of Coquitlam Business License or Tri-Cities Inter-Municipal Business License prior to commencement of work or supply of materials. For more information, contact Business License Division Ph: 604-927-3085 or apply online at website: [City of Coquitlam Business License](#)
- No Claim**
- 4.4 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**
- 4.5 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**
- 4.6 The City reserves the right to accept or reject any or all Tenders and the lowest or any Tender may not necessarily be accepted. In its sole discretion, the City may reject or retain for its consideration, tenders which are nonconforming because they do not contain the content or form required by the instructions to tenderers or for failure to comply with the process for submission set out in these instructions to tenderers.
- 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.
- Negotiation**
- 4.7 The City, prior to award of any Tender, may negotiate with the Tenderer presenting the lowest price compliant Tender, for changes in the Work, materials, specifications or conditions without having any duty or obligation to advise any other Tenderers or to allow them to modify their Tenders, and the City will have no liability to any Tenderer as a result of such negotiations or modifications.
- Cancellation of Tender**
- 4.8 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**
- 4.9 Tenderers shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, their elected or appointed officials or employees.
- Collusion**
- 4.10 Tenderers will not discuss or communicate with one another in regards to the preparation of their Tenders. Each Tenderer will ensure that its participation in the Tender process and that of its team members is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.
- Instruction to Tenderers – Part II**
- Delete Instructions to Tenderers – Part II Contained in the Edition of the Publication “Master Municipal Construction Documents 2009” and replace with the following:
- 5.0 Tender Requirements**
- 5.1 A tender should be on the Form of Tender as provided and be signed by the authorized signatory(s) as follows:
- 5.1.1 if the tenderer is a partnership or joint venture then the name of the partnership or joint venturer should be included, and each partner or joint venturer should sign personally; if a partner of joint venture is a corporation then such corporation should sign as indicated in paragraph 5.1.3 below; and
 - 5.1.2 if the tenderer is a corporation then the full name of the corporation should be included, together with the names and signatures of authorized signatories.

- 5.1.3 For the purpose of the Tender submission, digital copies of original documents and electronic signatures are accepted. Original documents are required upon request by the City.
- 5.2 A tender must be accompanied by tender security ("*Bid Security*") in the form of:
 - 5.2.1 a copy (digital or Electronic copy is acceptable) of the original bid bond in an amount equal to 10% of the Tender Price, issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the *Owner*;
- 5.3 Tenderer should be competent and capable of performing the various items of work. Tenderer shall complete the following statement sheets appended to the Form of Tender:
 - 5.3.1 Appendix 1 – the Schedule of Quantities and Prices;
 - 5.3.2 Appendix 2 – a "*Preliminary Construction Schedule*", generally in the form attached as Appendix 2 to the Form of Tender, and showing *Substantial Performance* by the date or within the duration, shown in paragraph 2.2 of the Form of Tender.
 - 5.3.3 Appendix 3 – name and brief description of the previous experience of the *Superintendent* the tenderer will use for the *Work*;
 - 5.3.4 Appendix 4 – a list of previous comparable work, including a brief description of that work, approximate contract value, and references (with phone numbers);
 - 5.3.5 Appendix 5 – a complete list of all subcontractors, if any, that the tenderer will use for the *Work* including full names.; and
 - 5.3.6 Appendix 7 – is provided for information only, to indicate the Contract Insurance is to be submitted by the successful Tenderer upon Notice of Award.
- 5.4 The successful tenderer will, within 15 *Days* of receipt of the written *Notice of Award*, be required to deliver to the *Owner* the items listed in FT 5.1.1, including a Performance Bond and a Labour and Material Payment Bond as described in FT 5.1.1(a), failing which the provisions of FT 6.1 will apply.
- 6.0 **Qualifications, Modifications, Alternative Tenders**
 - 6.1 Tenders which contain qualifications, or omissions, so as to make comparison which other tenders difficult, may be rejected by the *Owner*.

- 6.2 A tenderer may, at the tenderer's election, submit an alternative tender ("*Alternative Tender*") which varies the materials, products, designs or equipment by the *Owner as Approved Equals* as the case may be, but an *Alternative Tender* must be in addition to, and not in substitution for a tender which conforms to the requirements of the *Contract Documents*.
- 6.3 The only *Alternative Tender* that the *Owner* may accept is an *Alternative Tender* submitted by that tenderer whose conforming tender, submitted as required by paragraph 6.2 of these Instructions to Tenderers, would have been accepted by the *Owners* in the preference to other conforming tenders, if no *Alternative Tenders* had been invited.
- 7.0 Approved Equals**
- 7.1 Prior to the *Tender Closing Time and Date*, a tenderer may request the *Owner* to approve materials, products, or equipment ("*Approved Equal*") to be included in a tender in substitution for items indicated in the Contract Documents.
- 7.2 Applications for an *Approved Equal* must be in writing, and supported by appropriate supporting information, data, specifications, and documentation.
- 7.3 If the *Owner* decides in its discretion to accept an *Approved Equal*, then the *Owner* will issue an addendum to all tenderers.
- 7.4 The *Owner* is not obligated to review or accept an application for an *Approved Equal*.
- 8.0 Inspection of the Place of the Work**
- 8.1 All tenderers, either personally or through a representative, are responsible to examine the *Place of the Work* before submitting a tender. A tenderer has full responsibility to be familiar with and make allowance in the tender for all conditions at the *Place of the Work* that might affect the tender, including any information regarding subsurface soil conditions made available by the *Owner*, the location of the *Work*, local conditions, topographical soil conditions, weather and access. Unless otherwise specified in the *Contract Documents*, a tenderer is not required to do subsurface investigations. By submitting a tender, a tenderer represents that the tenderer has examined the *Place of the Work*, or specifically elected not to. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the *Place of the Work* which were reasonably foreseeable by a contractor qualified to undertake the *Work*.
- 8.2 Tenderers are referred to GC 11.2.1 regarding **Concealed or Unknown Conditions**.
- 9.0 Interpretation of Contract Documents**
- 9.1 If a tenderer is in doubt as to the correct meaning of any provision of the *Contract Documents*, the tenderer may request clarification as instructed in paragraph 1.2 of the Instructions to Tenderers.

- 9.2 If a tenderer discovers any contradictions or inconsistencies in the *Contract Documents* or its provisions, or any discrepancies between a provision of the *Contract Documents* and conditions at the *Place of the Work as* observed in an examination under paragraph 8 of the person named in paragraph 1.2 of the Instructions to Tenderers.
- 9.3 If the *Owner* considers it necessary, the *Owner* may issue written addenda to provide clarification (s) of the *Contract Documents*.
- 9.4 No oral interpretation or representations from the *Owner* or any representative of the *Owner* will affect, alter, or amend any provision of the *Contract Documents*.
- 10.0 Prices**
- 10.1 The Tendered Price will represent the entire cost excluding *GST* to the *Owner* of the complete *Work* based on the estimated quantities in the *Schedule of Quantities and Prices* of the Form of Tender. Notwithstanding the generalities of the above, tenderers shall include in the tendered prices (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover:
- 10.1.1 the costs of all labour, equipment and material included in or required for the *Work*, including all items which, whole not specifically listed in the *Schedule of Quantities and Prices*, are included in the *Work* specifically or by necessary inference from the *Contract Documents*;
 - 10.1.2 all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and the Workers Compensation Act;
 - 10.1.3 all overhead costs, including head office and on-site overhead costs, and all amounts for the *Contractor's* profit.
- 10.2 The tendered prices and all subcontracts must allow for compliance with all applicable laws regarding trade or other qualifications of employees performing the *Work*, and payment of appropriate wages for labour included in or required for the *Work*.
- 11.0 Taxes**
- 11.1 The tendered prices shall cover all taxes and assessments of any kind payable with respect to the *Work*, but shall not include *GST*. *GST* shall be listed as a separate line item as required by GC 19.3.
- 12.0 Amendment of Tenders**
- 12.1 A tenderer may amend or revoke a tender by giving written notice, delivered by Email, to the office referred to in paragraph 3.4 of the Instructions to Tenderers at any time up until the *Tender Closing Date and Time*. An amendment or revocation that is received after the *Tender Closing Date and Time* shall not be considered and shall not affect a tender as submitted.

- 12.2 An amendment or revocation must be signed by an authorized signatory of the tenderer in the same manner as provided by paragraph 5.1 of these Instructions to Tenderers.
- 12.3 Any amendment that expressly or by inference discloses the tenderer's *Tender Price* or other material element of the tender such that, in the opinion of the *Owner*, the confidentiality of the tender is breached, will invalidate the entire tender.
- 12.4 An acceptable form of a tender amendment which tenderers may, but are not required to, use is as follows:

"Contract: _____
(TITLE OF CONTRACT)

Reference No. _____
(OWNER'S CONTRACT REFERENCE NO.)

TO: _____
(NAME OF OWNER)

We the undersigned wish to amend our tender which we submitted for the above *Contract* by deleting the following tendered prices or items from our tender:

(TENDERED PRICES AND/OR TENDER ITEMS IN THE TENDER THAT ARE TO BE AMENDED)

and substituting the following revised tendered prices or items:

(REVISED TENDERED PRICES OR TENDER ITEMS)

The extensions in our tender should be adjusted accordingly, and our ***Tender Price*** as set out in Appendix 1 of our submitted **Form of Tender**, and on the ***Schedule of Quantities and Prices***, increased / decreased by \$_____, excluding GST. We have not included our revised ***Tender Price*** in order to preserve the confidentiality of our tender.

Signed and delivered the ___ day of _____, 20__."

13.0 Duration of Tenders

13.1 After the *Tender Closing Time*, a tender shall remain valid and irrevocable as set out in paragraph 5.1 of the Form of Tender.

14.0 Qualifications of Tenderers

14.1 By submitting a tender, a tenderer is representing that it has the competence, qualifications and relevant experience required to do the *Work*.

15.0 **Award** 15.1

In exercising its discretion, the *Owner* will have regard to the information provided in the Appendices to the Form of Tender as described under IT 5.3 including the proven experience of the tenderer, and any listed subcontractors, to do the *Work*.

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

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

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

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

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

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

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

Where only one Tender is received the City may reject such and re-tender on a selected basis.

- 15.2 The *Owner* will notify the successful tenderer in writing.
- 15.3 If there are any discrepancies in the *Schedule of Quantities and Prices* between the unit prices and the extended totals then the unit prices shall be deemed correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following shall apply:
- a) If a unit price is given but the corresponding extended total has been omitted, then the extended total shall be calculated from unit price and the estimated quantity, and inserted as the extended total;
 - b) If an extended total is given but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and estimated quantity, and inserted as the unit price;
 - c) If both the unit price and the corresponding extended total for a tender item have been omitted, then the following test shall be applied to determine whether the tender shall be rejected as incomplete:
 - (i) the highest of the unit prices tendered by other tenderers for that tender item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
 - (ii) if the test extended total for the tender item exceeds 1% of the revised total *Tender Price*, including the test extended total, or if the revised total *Tender Price*, including the test extended total, alters the ranking of the tenderers according to the lowest *Tender Price*, then the omitted unit price for that tender item is deemed to materially affect the *Tender Price* relative to other tenders and the tender shall be rejected;

- (iii) if the tender is not rejected under subparagraph (ii) of this IT 15.3 (c), then the unit price and the extended total for that tender item shall both be deemed to be, and the costs for that tender item shall be zero deemed to be included in other tender items prices;

d) In no event shall page totals in the *Schedule of Quantities and Prices* or the total *Tender Price* be used to calculate missing extended totals or unit prices.

- | | | | |
|-------------|-----------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.0 | Subcontractors | 16.1 | The <i>Owner</i> reserves the right to object to any of the subcontractors listed in a tender. If the <i>Owner</i> objects to any of the subcontractor(s) then the <i>Owner</i> will permit a tenderer to, within 5 days, propose a substitute subcontractor(s) acceptable to the <i>Owner</i> provided that there is not resulting adjustment in the <i>Tender Price</i> or the completion date set out in paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such substitution and, if the <i>Owner</i> objects to a listed <i>Subcontractor(s)</i> , the tenderer may, rather than propose a substitute subcontractor(s), consider its tender rejected by the <i>Owner</i> and by written notice withdraw its tender. The <i>Owner</i> shall, in the event, return the tenderer's bid security |
| 17.0 | Optional Work | 17.1 | If the <i>Schedule of Quantities and Prices</i> includes any tender prices for <i>Optional or Provisional Work</i> , as defined in GC 7.4.1, the tenderers must complete all the unit prices for such <i>Optional or Provisional Work</i> . Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the <i>Optional or Provisional Work</i> . |
| | | 17.2 | Notwithstanding that the <i>Owner</i> may elect not to proceed with the <i>Optional or Provisional Work</i> , the tender prices for any <i>Optional or Provisional Work</i> , including the extended totals for <i>Optional or Provisional Work</i> unit prices, shall be included in the <i>Tender Price</i> for the purpose of any price comparisons between tenders. |

Form of Tender



Form of Tender

Tender No. 85262

Saddle Street Sanitary Upgrades

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, July 25, 2024**

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 consolidated Tender file in PDF format, and Appendix 1 in XLS 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 604-927-3037.

July 2024

THE CITY OF COQUITLAM
3000 Guildford Way
Coquitlam, B.C. 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: Saddle Street Sanitary Upgrades
Reference No.: 85262

TO OWNER:

1 WE, THE UNDERSIGNED:

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

_____;

(ADDENDA, IF ANY)

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

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

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
2.2 to achieve *Substantial Performance* of the *Work* on or before **September 30, 2024**; 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 **15 Days** of receipt of the written *Notice of Award* deliver to the *Owner*:
 - 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*;
 - b) a "clearance letter" indicating that the Tenderer is in WCB compliance; and
 - c) a copy of the insurance policies as specified in SGC Section 24 indicating that all such insurance coverage is in place and;
 - d) a letter confirming the *Contractor* as "Prime Contractor" for the Contract as specified in SGC Section 21.2.1.
 - 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: _____ - _____ - _____

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 85262
 Saddle Street Sanitary Upgrades**

SCHEDULE OF QUANTITIES AND PRICES

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

(All Tender and Contract Prices shall NOT include GST. GST will apply upon payment)

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

ITEM NO.	MMCD Ref. / (Supplementary Specifications)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1.0	01 55 00S	TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING				
1.01	(1.5.1)	Traffic Control and Management				Incidental to Contract
2.0	01 57 01S	ENVIRONMENTAL PROTECTION				
2.01	1.6.1	Environmental Protection				Incidental to Contract
3.0	01 58 01s	PROJECT IDENTIFICATION				
3.01	(1.3.1)	1.2m x 1.2m Construction Sign	each	2		
4.0	33 05 23S	TRENCHLESS SEWER PIPE BURSTING				
4.01	(1.7.2)	250mm DR17 HDPE Pipe Bursting	lin.m	165		
4.02	(1.7.2)	888 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.03	(1.7.2)	821 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.04	(1.7.2)	830 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.05	(1.7.2)	841 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - Provisional	LS	1		
4.06	(1.7.2)	850 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - Provisional	LS	1		
4.07	(1.7.2)	881 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - Provisional	LS	1		
4.08	(1.7.2)	861 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - Provisional	LS	1		
4.09	(1.7.3)	PVC Sanitary Service Transfers (To Be Confirmed after CCTV Inspection) - Provisional	each	4		
4.10	(1.7.3)	Sanitary Service Transfers (884/870/888/821/830)	each	5		
5.0	33 30 01S	SANITARY SEWERS				
5.01	(1.6.4)	Inspection Chamber - MMCD S9	each	6		

Total Tendered Price (exclude GST): \$ _____

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

Name of Contractor: _____

APPENDIX 2

FORM OF TENDER

**Contract 85262
 Saddle Street Sanitary Upgrades**

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity	August				September			
	1	2	3	4	1	2	3	4

Substantial Completion Date: **September 30, 2024**

Proposed Disposal Site: _____

APPENDIX 3

FORM OF TENDER

**Contract 85262
Saddle Street Sanitary Upgrades**

EXPERIENCE OF SUPERINTENDENT

(See paragraph 5.3.3 of the Instructions to Tenderers)

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 85262
Saddle Street Sanitary Upgrades**

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

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

APPENDIX 5

FORM OF TENDER

**Contract 85262
Saddle Street Sanitary Upgrades**

SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers)

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

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

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

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

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

APPENDIX 6

FORM OF TENDER

**Contract 85262
Saddle Street Sanitary Upgrades**

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
_____, 2024, 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 _____, 2024.

SIGNED, SEALED AND DELIVERED

In the presence of:

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

APPENDIX 7

FORM OF TENDER

**Contract 85262
Saddle Street Sanitary Upgrades**

CERTIFICATE OF COMPLIANCE for CONTRACT INSURANCE

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

Contract Number: 85262

Contract Name: Saddle Street Sanitary Upgrades

Description of Work:

- 165m of Sanitary Mainline Pipe Bursting
- Sanitary Service Pipe Bursting and/or Service Reconnection
- Other miscellaneous and incidental work 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 _____ 2024.

Contract: **Saddle Street Sanitary Upgrades**

Reference No. 85262

BETWEEN:

The City of Coquitlam
3000 Guildford Way
Coquitlam, B.C. 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 30, 2024**, 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

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

The *Owner*:

The City of Coquitlam
3000 Guildford Way
Coquitlam, B.C. V3B 7N2

Tel: 604-927-3500

The *Contractor*:

Tel:
Email:
Attention:

The *Contract Administrator*:

The City of Coquitlam
3000 Guildford Way
Coquitlam, B.C. V3B 7N2

Tel:
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
- 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*.

7 GENERAL

7.1 This *Contract* shall be construed according to the laws of British Columbia.

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY AND POSITION - PRINT)

Owner:

The City of Coquitlam

(MANAGER, CAPITAL PROJECTS AND INSPECTIONS)
Representative as Per G.C. 17

(MANAGER, DESIGN AND CONSTRUCTION)

Saddle Street Sanitary Upgrades

Reference No: 85262

Schedule 1

Schedule of Contract Documents

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. The following Addenda:
 - As issued
3. Supplementary General Conditions, if any;
4. General Conditions*;
5. Supplementary Specifications, if any;
6. Detail Specifications, if any;
7. Specifications*;
8. Supplementary Detail Drawings, if any;
9. Standard Detail Drawings*;
10. Executed Form of Tender, including all Appendices;
11. Drawings listed in Schedule 2 to the Agreement –"List of Drawings", if any;
12. Instructions to Tenderers;
13. COQUITLAM "Supplementary Specifications Master Municipal Construction Documents"
March 2022

Saddle Street Sanitary Upgrades

Reference No: 85262

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 Detail Specifications

Bound Separately: Contract Drawings

TITLE	SHEET NO.	REVISION NO.	DATE
COVER – SANITARY UPGRADES SADDLE STREET	-	-	-
NOTES	01 OF 03	A	2024/06/28
TYPICAL CONSTRUCTION DETAILS	02 OF 03	A	2024/06/28
SADDLE STREET STA 1+000m TO STA 1+200m	03 OF 03	A	2024/06/28

Supplementary General Conditions

SUPPLEMENTARY GENERAL CONDITIONS

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1.0 DEFINITIONS

1.1 Abnormal Weather 1.1.1 **(Replace clause 1.1.1 as follows):**
Abnormal Weather” means temperature, precipitation, wind or other weather conditions in which the monthly average, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on data available from Environment Canada. Coquitlam’s Burke Mountain Rain Gauge will be used to compare the rainfall summary versus the available data from Environment Canada.
[City of Coquitlam Rainfall](#)

2.0 DOCUMENTS

2.2 Interpretation 2.2.4 (1) **(Replace clause 2.2.4 (1) as follows):**
The Contract Documents shall govern and take precedence in the following order as listed in Schedule 1 of the Agreement, taking precedence over all Contract Documents.

4.0 CONTRACTOR

4.1 Control of the Work 4.1.1 **(Add to clause 4.1.1 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.

4.1.2 **(Add to clause 4.1.2 as follows):**
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 they 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 new clause 4.1.3 as follows):**
Work can be performed during the normal weekday working hours of 0700h to 1900h, unless specified otherwise in Supplementary Specifications - Appendix A: Traffic Management Detail Specifications. Written

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

permission from the Contract Administrator will be required for any works to be performed outside of the normal working days of Monday to Friday.

No Sunday work will be permitted, except in case of emergency and then only with the written permission of the Contract Administrator and to such extent as he deems necessary.

In case the Contractor decides to work on a day which is a Statutory Holiday, they 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.

The cost of inspections on a Sunday or on a Statutory Holiday by City staff/s will be at Contractor's expense.

4.2 Safety

4.2.2

(Add new clause 4.2.2 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 of Coquitlam's Utility Control Centre (604-927-6287).

4.3 Protection of Work, Property and the Public

4.3.1

(Replace clause 4.3.1 as follows):

In performing the Work, the Contractor shall protect the Work and the Owner's property and other person's property from damage. The Contractor shall at the Contractor's own expense make good any such damage which arises as the result of the Contractor's operations. If the Contractor causes damage to private property, the Contractor must obtain a written release from the owner of the damaged property.

4.3.5.1

(Add clause 4.3.5.1 as follows):

The Contractor shall notify the Contract Administrator immediately if damage occurs to any City or third party utility or structure.

4.3.7

(Add new clause 4.3.7 as follows):

Any lands other than those upon which the work is to be performed, which may be required for temporary facilities, storage purposes or access to the work site, other than those provided by the *Owner*, shall be provided by the *Contractor* at their own cost, with no liability to the *Owner*.

- | | | | |
|------------|------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.6 | Construction Schedule | 4.6.1 | <i>(Replace clause 4.6.1 as follows):</i>
The Contractor shall within the time set out in the Form of Tender prepare and submit to the Contract Administrator for their 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 | <i>(Replace clause 4.6.6 as follows):</i>
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 | <i>(Add new clause 4.6.8 as follows):</i>
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 their discretion upon receipt of a written request. |
| 4.7 | Superintendent | 4.7.4 | <i>(Add new clause 4.7.4 as follows):</i>
The key personnel named in the Contractor's Tender response, shall remain in these key positions throughout the project. In the event that key personnel leave the Contractor's firm, or for any unknown reason are unable to continue fulfilling their role, the Contractor must propose a suitable replacement, and obtain written consent from the Owner. Acceptance of the proposed replacement is at the sole discretion of the Contract Administrator and the Owner. |
| 4.8 | Workers | 4.8.2 | <i>(Add new clause 4.8.2 as follows):</i>
The Contractor shall, upon the request of the Contract Administrator, remove any person employed by them for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted themselves 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

(Add new clause 4.9.3 as follows):

The Contractor shall, at their cost,

- a) Be responsible for storing all of the materials supplied for the Work either by themselves 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 themselves or the Owner to ensure that delivery will coincide with their 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 themselves or the Owner which are found to be stolen, missing or damaged while under their care;
- f) Replace all materials found to be defective in manufacture which have been supplied by themselves.

4.11 Subcontractors

4.11.3

(Replace clause 4.11.3 as follows):

The Contractor shall, upon notice of the Contract Administrator, remove any Subcontractor employed by them for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted themselves 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

(Replace clause 4.12.1 as follows):

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.

Acceptable test and inspection results will not relieve the Contractor of its obligations under the Contract to correct defects or deficiencies in the Work.

4.12.11

(Add clause 4.12.11 as follows):

Failure to follow DFO/FLNRO BMPs and the approved permit for Instream Works or as instructed by Contract Administrator 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

4.14.1

(Replace clause 4.14.1 as follows):

Prior to applying for Substantial Performance, the Contractor shall remove all surplus products, tools, construction machinery and equipment relating to the Work that is not required for the performance of the remaining Work. The Contractor shall also remove waste, debris and waste products other than caused by the Owner or Other Contractors, and leave the Place of Work clean and suitable for occupancy by the Owner unless otherwise specified in the Contract Documents or directed by the Contract Administrator.

4.16 Notice of Disruption

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.

7.0 CHANGES

7.1 Changes

7.1.3

(Replace clause 7.1.3 as follows):

Additional work that the Owner may wished performed that does not satisfy the requirements of subparagraphs (a) and (b) of GC 7.1.1 is extra work (Extra Work) and is not a Change. Pursuant to GC 8, Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work.

7.4 Optional Work

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 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.

9.0 VALUATION OF CHANGES AND EXTRA WORK

9.2 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.

9.4 Quantity Variation 9.4.1

(Replace clause 9.4.1 as follows):

If for any reason, including an addition or deletion under GC 7.1.1(1) or 7.1.1(2) respectively, the actual quantity of a unit price item varies by more than plus or minus the Variance Threshold Percentage from the estimated quantity for that unit price item listed in the Schedule of Quantities and Prices (the "Tender Quantity") or as otherwise agreed to pursuant to these Contract Documents, then either the Owner or the Contractor may by written notice request the other party to agree to a revised unit price, considering the change in quantities. A party shall make a request for a revised unit price as soon as reasonably possible after the party concerned becomes aware of the quantity variation.

9.4.2 *(Delete clause 9.4.2 (2))*

10.0 FORCE ACCOUNTS

10.1 Force Account Costs 10.1.1(1)

(Add to clause 10.1.1(1) as follows):

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.

10.1.1(4) *(Replace clause 10.1.1(4) as follows):*

Force Account Work performed by a subcontractor shall be paid for in the lesser of: (i) the amount provided by subparagraphs (1), (2) and (3) of this GC, plus a mark-up of 5%, or (ii) the actual amount the Contractor pays the subcontractor including a mark-up of 10% on such actual costs to cover all overhead and profit.

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

12.0 HAZARDOUS MATERIALS

12.2 Discovery of Hazardous Materials

12.2.2

(Replace clause 12.2.2 as follows):

If the Contract Administrator observes any materials at the Place of Work that the Contract Administrator knows or suspects may be Hazardous Materials, then the Contract Administrator shall immediately give written notice to the Contractor and the Contractor shall immediately stop the Work or portion of the Work as required by GC 12.2.1(1).

13.0 DELAYS

13.1 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 they give 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.

13.3 Unavoidable Delay

13.3.1

(Add to clause 13.3.1 as follows):

Beyond the reasonable control of the Contractor also includes pandemic or community outbreak

13.8 Direction to Stop or Delay

13.8.3

(Add new 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

(Replace clause 13.9.1 as follows):

If the Contractor fails to meet the Milestone Date for Substantial Performance as set out in the Form of Tender, paragraph 2.2 as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work:

- (1) An amount of \$1,000.00 for each calendar day the actual *Substantial Performance* is achieved after the Substantial Performance Milestone Date; plus

- (2) All direct out of pocket costs, such as costs for safety, security or equipment rental, reasonably incurred by the Owner as a direct result of such delay.

If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under (1) and (2) then any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.

18.0 PAYMENT

18.1 Preparation of Payment Certificate

18.1.1

(Replace clause 18.1.1 as follows):

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

18.4 Holdbacks

18.4.2

(Add to clause 18.4.2 as follows):

At the sole discretion of the Contract Administrator, an amount equivalent to 10% of the contract award value or 200% of a reasonable estimate, whichever is higher, may be held without interest until all deficiencies have been remedied and accepted by the Contract Administrator.

18.6 Substantial Performance

18.6.5

(Replace clause 18.6.5 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, 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 a 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

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

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.

**21.0 WORKERS
COMPENSATION
REGULATIONS**

**21.2 Contractor is
"Prime Contractor"**

21.2.1

(Add to clause 21.2.1 as follows):

Prior to the issuance of the "Notice to Proceed" the Contractor must provide a signed "Prime Contractor Designation" form as provided in Appendix IV of these Supplementary General Conditions.

24.0 INSURANCE

(Replace section 24.0 as follows):

24.1 General

24.1.1

Importance of Prompt Attention to Insurance Requirements:

The Contractor shall provide the Owner with satisfactory evidence that the insurance required to be provided under this GC is in full force and effect.

24.1.2

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.

24.1.3

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.

24.1.4 **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.

24.1.5 **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.

24.2 Required Insurance

24.2.1 **General**

Damage to work (excluding Building Contracts where Section 24.3, Paragraph 24.3.1, 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.

24.2.2 **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.

24.2.3 **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.

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

24.3.1 **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.

24.3.2 **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.

24.3.3 **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.

24.3.4 **Responsibility of Contractor - Direct Damage Insurance:**

If the Contractor fails to do all or anything that is required of them 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.

24.3.5 **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.

- 24.3.6 **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 24.3 of these specifications.
- 24.3.7 **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.
- 24.3.8 **Responsibility of Contractor for protection of work, persons and property:**
The Contractor and all persons employed by the Contractor or under their 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.
- 24.3.9 **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.

24.3.10 **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.

24.3.11 **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 24.3 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.

24.4 Additional Insured 24.4.1

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

- The City of Coquitlam

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.

25.0 MAINTENANCE PERIOD

25.1 Correction of Defects 25.1.4

(Add new clause 25.1.4 as follows):

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

(Add new clause 27.1 as follows):

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:

1. *Contract Administration*
2. *Construction Management*
3. *Schedule Management*
4. *Communications*
5. *Resource Management and Contractor Performance*
6. *Quality Management*

An evaluation summary report may 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 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 _____ 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.

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

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:

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)

NO. _____

\$ _____

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:

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

1. A Claimant for the purpose of this Bond, is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association entitled "Rental Rates on Contractors' Equipment" published prior to the period during which the equipment was used in the performance of the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee as Trustee that every Claimant who has not been paid as provided for under the terms of his contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suite to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his said contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceedings then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expense or liabilities incurred thereon and any loss or damage resulting to the Obligee by reasons thereof. Provided still further that subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Obligee at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal; (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such claimant did

or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal.

- b) after the expiration of one (1) year following the date on which Principal ceased work on the Contract including work performed under guarantees provided in the Contract.
- c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and none elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.

4. The amount of this Bond shall be reduced by and to the extent of any payments made in good further and in accordance with the provisions which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

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

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

SIGNED, SEALED and DELIVERED

In the presence of

)
)
)
)
)

PRINCIPAL

SURETY

APPENDIX III

CERTIFICATE OF INSURANCE

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

- A. This Certificate is issued to: **City of Coquitlam**
3000 Guildford Way
Coquitlam, BC V3B 7N2
- Named Insured and Mailing Address:
- B. CONTRACT NUMBER AND/OR NAME Description of the Work:
- C. INSURANCE POLICY
- Name of Insurer:
Policy Number: Liability Limit:
Effective Date: Expiry 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 |
|-----|-----|---------------------------------|
| () | (X) | Shoring and Underpinning Hazard |
| () | (X) | Pile Driving and Vibrations |
| () | (X) | Excavation Hazard |
| () | (X) | Demolition |
| () | (X) | Blasting |

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 2009



APPENDIX IV

PRIME CONTRACTOR DESIGNATION

Owner: **CITY OF COQUITLAM**
Contractor: _____
Contract / Permit #: **85262**
Project / Workplace: **Saddle Street Sanitary Upgrades** (the "Project")

By signing this Prime Contractor Designation form, the Contractor hereby:

1. agrees to be, and accepts designation as, the "prime contractor" for the purposes of the Workers Compensation Act, R.S.B.C. 2019, c. 1 (the "Act") and the Occupational Health and Safety Regulation, B.C. Reg. 223/2022 (the "Regulation") in respect of the Project and Workplace noted above;
2. represents and warrants that the Contractor is qualified and capable to perform the duties of prime contractor and that the undersigned signatory has the authority to accept designation as prime contractor and to bind the Contractor;
3. accepts the duty and responsibility for ensuring the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated and agrees to do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and the Regulation in respect of the Workplace;
4. covenants and agrees to comply with the occupational health and safety provisions of the Act, the Regulation, any other applicable regulations under the Act, and any applicable orders;
5. acknowledges and agrees that the Owner has provided the Contractor the information known to the Owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Workplace; and
6. agrees that the designation as prime contractor hereunder may not be assigned or revoked without the prior written consent of the Owner.

Prime Contractor Name: _____

Prime Contractor Address: _____

Prime Contractor Signature **Date**

Print Name

Please return a signed copy of this designation to the City of Coquitlam, 3000 Guildford Way, Coquitlam, BC, V3B 7N2. If you have any questions, please contact the City of Coquitlam Health & Safety Manager at 604-927-3070.

Supplementary Contract Specifications

These Supplementary Contract Specifications must be read in conjunction with the Specifications contained in the Master Municipal Construction Documents, Volume II, Printed 2009 and the City of Coquitlam Supplementary Specifications and Detailed Drawings

File #: 11-5330-20/85262/1 Doc #: 5336066.v1

Supplementary Contract Specifications

to the
MASTER MUNICIPAL SPECIFICATIONS
Volume II – Platinum Book

Saddle Street Sanitary Upgrades
CONTRACT 85262

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The following Supplementary Specifications are to be considered part of the Specifications. These Supplementary Specifications take precedence over the Master Municipal Specifications.

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1.00 CONTRACT SPECIFIC INSTRUCTIONS

1.01 Coordination of Work with CMBC

Major Roads & Community Corridor Roads are bus routes; therefore the Contractor shall be responsible to consult with the Coast Mountain Bus Company (CMBC) regarding delays, detours, temporary bus stop closures and any other works affecting the transit service in the area.

1.02 Outside Agency Approval

In accordance with the Contract Documents, the Contractor at his own cost, is responsible to consult with and obtain any approval required to meet and comply with all the conditions required from outside agency such as, but not limited to, BC One Call, Metro Vancouver, School District, BC Hydro, Telus, Kinder Morgan, and Fortis BC in the area of the place of Work.

1.03 Waste Collection Coordination

1. Contractor is responsible to accommodate all waste collection vehicles and cart pick up schedules throughout construction. Collection schedule can be found in <https://www.coquitlam.ca/157/Collection-Calendar-Guidelines>.
2. If waste collection will be impacted the contractor is responsible to:
 - a. Provide advanced notification to:
 - i. The City's Solid Waste staff at 604-927-3500 or wastereduction@coquitlam.ca; and
 - ii. The City's Contract Administrator.
 - b. Provide access for collection trucks to closed streets due to road work; or
 - c. Move waste carts for collection:
 - i. The Contractor is required to ensure each cart is labelled with the property address and returned to the correct address after collection (each cart has its own individual cart identification code and is specifically assigned to each property). **Contractors will be responsible for the costs to replace missing carts.**
3. Contractor's Request for Change in Collection Time (e.g. PM to AM):
 - i. The Contractor must provide residents with as much notice as possible – minimum 5 working days.
 - ii. The contractor must follow all conditions of Clause 1.04 and is responsible to deal with any missed collections. For example, taking garbage to the United Boulevard Recycling and Waste Centre or covering the cost associated for any missed collection to be rescheduled.

Questions: wastereduction@coquitlam.ca

1.04 Cooperation with Emergency and Maintenance Activities

The Contractor will be responsible to cooperate with regular maintenance or emergency vehicles and staff for access to the site when required including:

- Fire, Police, and Ambulance
- Progressive Waste (garbage pick-up)
- City Utilities Maintenance (or representatives)

The Contractor shall ensure that garbage brought out by residents is picked up by garbage collection company.

1.05 Site Safety

The Contractor is responsible to ensure the construction site is safe at all times for workers, pedestrians, and vehicle traffic. At all times, the Contractor must ensure that the site has all potentially hazardous areas appropriately identified and protected, all cables, piping, and equipment shall be secured from the public and also must provide appropriate signage, lighting, and markings for the direction of vehicle and pedestrian traffic, all to ensure the safety of the public. Supply and use of this equipment is considered incidental to the contract.

Manhole lids, valve boxes and other appurtenances within the roadway that may present a traffic hazard during construction must be clearly marked for traffic.

1.06 Lane Closure Restrictions

Refer to: **Appendix A: Traffic Management Detail Specifications.**

A Road and Sidewalk Closure Permit is required for each instance of closure and will be valid for a maximum period of one (1) week and, if still necessary, re-submittal of a Road and Sidewalk Closure Request is required.

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

Costs to complete the works taking the above restrictions into consideration shall be incidental to work described in other sections unless otherwise shown in the Schedule of Quantities and Prices.

1.07 Location of Existing Utilities

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. Cost to do the pre locating of all the utilities will be incidental.

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 Mains, Kinder Morgan Pipeline, BC Hydro & Metro Vancouver.) 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. Contact BC One for location of outside agency utilities.

The Contractor is responsible to exert all effort to complete the pre-locates using the utility connection cards, BC One Call, as-built records, design drawings, site inspections, sonde, camera, dye testing, test/pot holing and use of utility locating company. If pre-locates is not successful in spite of the efforts using the above, compensation for each intended pre-locate location may be considered at the discretion of the Contract Administrator.

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, sanitary and storm service connections are perpendicular to the mains or property lines. The City does not guarantee accuracy of the location and depth provided in the connection card.

CCTV video will be provided to The Contractor upon request.

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

1.08 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.

CONTRACT SPECIFIC NOTATIONS

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- | | | |
|------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.09 | Temporary Asphalt Pavement Restoration | The Contractor will be required to backfill all trenches (in paved areas) and place a temporary patch (75mm of hot mix asphalt), as per Coquitlam Standard Drawing COQ-G4, the same day excavation is made, unless otherwise approved by the Contract Administrator. The Contractor is to provide temporary asphalt patches that must be a smooth rideable surface without deflections. |
| 1.10 | Permanent Pavement Restoration | Permanent pavement restoration is required within 10 days of completing sub- surface work. Payment for all work performed for permanent pavement restoration will be as described in Supplementary Contract Specifications, Section 32 12 16S. |
| 1.11 | Precautions | Protect areas under construction from damage caused by excessive erosion, flooding, heavy rains, etc. Repair or replacement of unprotected damaged areas and as directed by the Contract Administrator will be at no cost to the Owner. |
| 1.12 | Service Disruptions | Contractor shall contact all residences and businesses regarding sewer disruptions for tie-ins. Contractor is responsible for ensuring that any sewer service disruptions will not affect the business operation in the area or Contractor may provide temporary alternative to the businesses affected. Payment is incidental to work described in other sections. |
| 2.00 | CONSTRUCTION ACTIVITY | |
| 2.01 | Notice to Residents and Businesses | Residents and businesses affected by the proposed construction must be notified by the Contractor at least 7 days prior to commencement of works and be provided with the construction schedule and Contractor's contact information. |
| 2.02 | Site Clean-up During Construction and End of Construction | <p>The Contractor will be responsible for the complete clean-up of the work site during construction & at the end of construction <u>prior to de-mobilization from the street and to the satisfaction of the Contract Administrator.</u> This work is considered incidental to the Contract.</p> <p>The work will include cleaning of all catch basins periodically or as directed by the Contract Administrator within the Work area, or nearby location as affected by the Work. All cleaning is to be performed by <u>vacuum truck to the satisfaction of the Contract Administrator</u> and will include off-site disposal of waste material.</p> <p>Payment for this work will be treated as incidental to payment for work described in other Sections.</p> |
| 2.03 | Construction Material in Sewer manholes and Pipe | The Contractor is responsible to ensure that construction activities do not deposit construction materials (eg. 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 Performance, 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. |
| 2.04 | Construction on Multiple Locations / Restoration Work | The Contractor must complete all Works on a particular street, including restoration, before proceeding on a different street unless approved by the Contract Administrator. |
| 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.
7. Signed Prime Contractor Designation letter

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.

3.05 Mobilization and Demobilization

Payment for mobilization and demobilization of all equipment, labour and materials (both from the Contractor and all sub-contractors) shall be incidental.

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.

The intent of this project is to install inspection chambers, repair service connections as required, renew storm and sanitary service connections, and complete all surface restorations. All Work must be free from any defects, leaks and deformities.

Payment will be subject to adjustments based on quality assurance tests performed by the Contract Administrator.

1.1 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.

1.2 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. The Contractor shall have no claim for delays, interruptions, double-handling of materials, rejection of materials, or any other cause brought about by such tests, including awaiting the outcome of such tests.

Costs for 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.

1.3 Inspection

Materials testing shall be as described in MMCD General Conditions, Section 4.12 with the following change:

Delete Section 4.12.2(a) and insert the following:

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 CSA/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.

1.4 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.

1.5 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

1.6 Access to Work

Allow inspection testing agencies access to Work.

1.7 Tests

Test rates and frequencies (excluding failed tests), when not defined in the MMCD, Contract Drawings or Detail Specifications Sections shall be at the following frequencies or as directed by Contract Administrator:

1. Trench Backfilling and Compaction

- 1.1 Compaction: 1 test / 10 lm / 300mm lift
- 1.2 Sieve: 1 test / placed material / 50 m³

2. Granular Base

- 2.1 Compaction: 1 test / 500m² / 100mm depth of granular base
- 2.2 Sieve: 1 test / placed material / 100 m³

3. Granular Subbase

- 3.1 Compaction: 1 test/500m² / 0.15m depth of granular subbase
- 3.2 Sieve: 1 test / placed material / 100 m³

4. Embankment (Subgrade)

- 4.1 Compaction: 1 test/ 50m² / 0.15m depth of fill
- 4.2 Sieve: 1 test / placed material / 100 TONNES

5. Asphalt

- 5.1 Marshall test: 1 test per 250 TONNES placed, min. 1 test / day
ASTM D1559, D3203, C117, C136
- 5.2 Superpave: 1 test per 250 TONNES placed, min. 1 test / day
CAI-SP2, ASTM D3203, C117, C136
- 5.3 Cores: 1 per 500 m²/lift
- 5.4 Continuous asphalt density testing during paving.

6. Subgrade Preparation

- 6.1 Compaction & Moisture: 1 test / 500 m²

7. Concrete Tests

- 7.1 Air, Slump & 1 Set Cylinders: 1 test / 10 m³, min. 1 set / day

8. Reclaimed Materials

- 8.1 Compaction: 1 test/500m² / 0.15m depth of reclaimed materials

1.8 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>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 https://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 including submission of Traffic Management Plan (TMP), Traffic Control Persons (TCP) & all temporary traffic signs, devices as required for traffic & pedestrian safety; and all other items described in the Traffic Regulation Section, and all labor, material, equipment and work described under Appendix A: Traffic Management Detail Specifications shall be treated as incidental to payment for work described in other Sections unless shown otherwise in the Schedule of Quantities and Prices.</p>

END OF SECTION

1.0 GENERAL

1.0.3 Erosion and
Sediment Control
Supervisor

Add 1.0.3

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.

Provisions must be made to allow safe conveyance of flow during non-working hours. The Contractor is solely responsible for any repairs that may be required following such an event.

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.

Delete 1.2.2.2 and
replace with the
following

Do not operate construction equipment in watercourses.

Add 1.2.2.9

In any Watercourse, or In-Stream Works:

- .1 Prior to any work, Erosion and Sediment control measures should be in placed; and
- .2 Fish salvage completed by Environmental Monitor; and
- .3 Temporary water passages or other approved means of handling waterflow in creeks installed to prevent or minimize any impact to fish and aquatic habitat as approved by Contract Administrator.

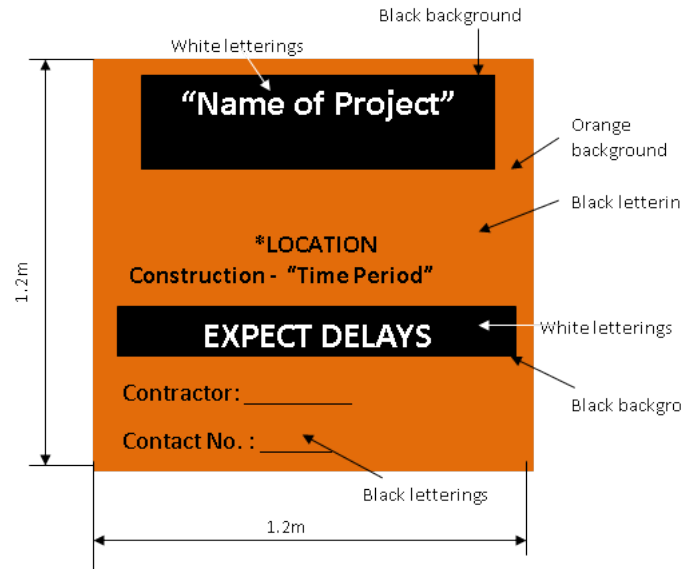
Failure of the Contractor to properly address concerns relating to this Section will result in shut-down of the work. No claim will be accepted by the Owner for costs associated with this work shut-down.

ENVIRONMENTAL PROTECTION

1.4	Environmental Protection	Add 1.4.3.5	Immediately contain and clean up any leaks and spills of prohibited materials at the <i>Place of Work</i> .
		Add 1.4.3.6	Ensure that a well-stocked spill kit is on-site at all times and that the <i>Contractor's</i> employees are familiar with appropriate spill response techniques.
		Add 1.4.3.7	Immediately notify the <i>Contract Administrator</i> and the City of any leaks or spills of prohibited materials that occur at the <i>Place of Work</i> .
		Add 1.4.3.8	Ensure that any fuel stored on-site is located at least 30 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 30 metres of a stream.
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

- | | | |
|--------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 Section 01 58 01 includes | Add 1.1.3 | Work described in Appendix A – Traffic Management Detail Specifications. |
| 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) with all the details as described in Appendix A – Traffic Management Detail Specifications, includes supply, placement & removal and will be incidental to payment for work described in other Sections, unless shown otherwise in the Schedule of Quantities and Prices. |



END OF SECTION

CLEARING AND GRUBBING

1.2	Definitions	Add 1.2.5	Trimming of trees, hedges and shrubs, and snag cutting of trees, removal of hedges and shrubs is included with Clearing and Grubbing. Hedge and tree removal shall be minimized. Co-ordinate with property owners and use the services of a certified arborist when necessary. It is the Contractor's responsibility to obtain permission from the property owners.
		Add 1.2.6	Clearing and grubbing does not include removal of grass, topsoil and ditch vegetation as these items are deemed part of trench excavation.
1.4	Measurement and Payment	Delete 1.4 and replace with the following	Payment for all work performed under this section will be incidental to payment for work described in other Sections, unless shown otherwise in the Schedule of Quantities and Prices; and Includes removal and disposal of all branches, stumps, trees, timbers and vegetation to complete the work as shown on the Contract Drawings or as directed by the Contract Administrator. Works include cutting of branches & trees as required to create the necessary clearance to accommodate the construction; and Includes removal and offsite disposal of all trees, roots, vegetation, organic matter, invasive species, stumps and topsoil stripping and disposal that are located within the work area(s).
3.5	Removal and Disposal	Add 3.5.6	The Contractor shall remove all invasive plant species at the work sites and dispose properly on an approved location.

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 performed under this section will be incidental to payment for work described in other Sections, unless shown otherwise in the Schedule of Quantities and Prices.
2.0 PRODUCTS			
2.1	Materials	Add 2.1.10	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'.
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 where specified on the Contract Drawings. <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

GRANULAR SUBBASE

- | | | | |
|------------|--------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.4 | Measurement and Payment | Delete Clause 1.4 and replace with | <p>.1 Measurement for granular base of variable thickness will be incidental to work described in other Sections.</p> <p>.2 Payment for Subsection 1 above includes supply, placement and compaction of granular subbase material, adjustment of moisture content, and boning to establish the road cross-section.</p> <p>.3 Payment includes removal of unsuitable subgrade including disposal off-site prior to direct placement of granular materials.</p> |
|
 | | | |
| 2.0 | PRODUCTS | | |
| 2.1 | Specified Materials | Delete | <p>2.1.1.1 Select Granular Subbase</p> <p>2.1.1.2: 75 mm Pit Run Gravel</p> <p>2.1.1.4: Pit Run Sand</p> <p>2.1.1.5: Approved Native Material</p> <p>2.1.1.7: River Sand</p> |

END OF SECTION

GRANULAR BASE

**1.4 Measurement and
Payment**

Delete Clause 1.4 and
replace with

.1 Measurement for granular base of variable thickness will be
incidental incidental to work described in other Sections.

.2 Payment for Subsection 1 above includes supply, placement and
compaction of granular base material, adjustment of moisture
content, and boning to establish the road cross-section.

.3 Payment includes removal of unsuitable subgrade including
disposal off-site prior to direct placement of granular.

2.0 PRODUCTS

2.1 Granular Base

Add 2.1.1.3

25 mm minus crushed gravel conforming to the gradation
specifications under Section 31 05 17S – 2.10.3.

END OF SECTION

1.4	Related Work	Add 1.1.8	Roadway Excavation, Embankment & Compaction...Section 31 24 13
		Add 1.1.9	Manholes and Catch Basins.....Section 33 44 01
1.5	Measurement and Payment	Delete Clause 1.5.1 and replace with	<p>Payment for asphaltic concrete paving includes all construction joint preparation, tack coat, supply and placing of the asphaltic concrete, compaction and cleaning frames, covers and lids of castings affected, all testing as described in Supplementary General Conditions – Clause 4.12.2 and all other work and materials necessary to complete installation as shown on Contract Drawings and specified under this Section.</p> <p>Payment for asphaltic concrete paving is incidental to work described in other section unless otherwise specified in the Schedule of Quantities and Prices.</p>
2.2	Mix Design	2.2.3.2	Change Marshall Stability for both lower and upper course to “10 kN min”
3.7	Joints	Delete Clause 3.7.5 and replace with	Construct butt joints as directed in the field by the Contract Administrator.

END OF SECTION

- 1.5 **Measurement and Payment** Delete Clause 1.5 and replace with Payment for all work performed under this section will be incidental to work described in other sections.

END OF SECTION

1.0 GENERAL

1.1 Related Work Add 1.1.6 Shrubs & Tree PreservationSection 31 11 41

1.4 Measurement and Payment Delete 1.4.1 and replace with Payment for growing medium and imported topsoil is incidental to work described in other sections. Payment shall include supply of materials, on-site handling, and placement of up to 450mm thickness for sod, compaction, watering, application of fertilizers, finish grading and swales.

3.0 EXECUTION

3.4 Placing Growing Medium Add 3.4.6 Scarify soil, feather grades and remove noxious weeds from the edge of tree preservation areas.

END OF SECTION

SODDING

1.0 GENERAL

1.8 Measurement and Payment Add to 1.8.1 Payment is incidental to work described in other sections. The Contractor is responsible to ensure that the sod is regularly watered and responsible to coordinate with property owner.

3.0 EXECUTION

3.2 Sodding Delete 3.2.5 and replace with Lay new sod smooth and flush with adjoining grass areas and paving and top surface of curbs unless shown otherwise on Contract Drawings. Ensure there is a full roll width between the new sod and adjoining surfaces. Small cut pieces from a full roll will not be accepted.

3.5 Conditions for Total Performance Add 3.5.1.8 The prime consideration for acceptance of work of this section shall be the establishment of a dense, uniform cover of growth over 100% of all seeded areas.

END OF SECTION

1.0 GENERAL

1.9 Measurement and Payment Add to 1.9.1

Payment includes planting, labour, material and equipment required to complete the work including the costs of all trees, live stakes, shrubs, seeds and ground cover.

Payment for all work performed under this Section will be incidental to payment for work described in other Sections unless shown otherwise in the Schedule of Quantities and Prices.

END OF SECTION

1.0 GENERAL

1.7 Measurement and
Payment

Delete 1.7.2 and
replace with

Payment for pipe bursting will be at the unit price described under individual payment items in the Schedule of Quantities. Payment includes mobilization, traffic control, public notification, pre and post construction CCTV, bypass pumping, entry and exit pit excavation, shoring, drainage and dewatering, disposal of water and surplus excavated material, pipe supply and fusion, installation, mainline tie ins to existing manhole, import backfill and compaction, materials testing, permanent pavement (COQ-G4) or boulevard surface restoration of all access pits, site clean up and all materials and operations necessary to complete the installation as shown on the Contract Drawings.

Delete 1.7.3 and
replace with

Payment for sanitary service tie-ins shall be for each completed service, covering all work and materials including notification, excavation, dewatering, shoring, temporary connection, bends, fusing WYE connection to new main, couplings, backfilling, surface restoration, site clean up and all other work and materials necessary to complete the installation as shown on the Contract Drawings.

END OF SECTION

SANITARY SEWERS

1.0 GENERAL

1.6 **Measurement and Payment** Delete 1.6.4 and replace Payment is to supply and install Le-Ron molded sanitary inspection chambers c/w locking collar & red lid including the riser as per COQ-S7A, COQ-S8A and MMCD S9 at each location. The tendered price is to include all labour, related fittings and components specified and/or shown on the Contract Drawings or Standard Detail Drawings and all such other items that may be required to complete the work as specified.

2.0 PRODUCTS

2.5 **Granular Pipe Bedding and Surround Material** Add 2.5.3 Pipe bedding shall be 19 mm clear crushed rock or as approved by the Contract Administrator. Surround material above the springline within the pipe zone may be Type 2.

3.0 EXECUTION

3.8 **Connections to Existing Mainline Pipes** Delete 3.8.1 and replace with Connections with two sizes smaller or less to existing mainlines shall be made by removal of the section of the main and replacement with a manufactured PVC wye complete with stubs and double hub PVC couplings for PVC mains and approved shear band couplings for other mainline materials.

The contractor shall video inspect all connections to existing mains following completion of installation.

END OF SECTION

Appendix A - Traffic Management Detail Specifications

These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

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 Control, Vehicle Access and Parking 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 [Road & Sidewalk Closure Permit Application](#)

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

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

2.0 PRODUCTS

2.1 Traffic Management Plan .1 The Contractor is required to assign a Traffic Manager for the Contract with the responsibility of preparing the Traffic Management Plan and the Traffic Control Plans, as well as the responsibility for continuing implementation of traffic control for the Work.

.2 The Traffic Management Plan (TMP) will consist of the following components:
.1 Category identification through risks and project category assessment as per MOTI Traffic Management Manual for Work on Roadways;
.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;

- .4 Category 3 TMP must be signed and sealed by a qualified Professional Engineer.
- .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, 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.
- .7 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.
- .8 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.

These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

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

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

3.0 EXECUTION

- 3.1 Traffic Control Plan
- .1 A copy of the approved current Traffic Plan and Road and Sidewalk Closure Permit 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 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.
- 3.3 Signage
- Supply, installation, maintenance and removal of all works-related signs shall be the responsibility of the Contractor. The location and type of each

These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

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.

- 3.4 Detours Any proposed detours must be approved by the Contract Administrator and conducted in accordance with the approved Traffic Plan and the Traffic Control Manual for Work on Roadways.
- 3.5 Abrupt Changes in Surface Elevations The Contractor shall minimize any abrupt changes in roadway elevation left exposed to traffic during both working and non-working hours.
- A wedge of asphalt must be used as a transition to vertical differences in travelled areas and have a slope of 4:1 or less.
- 3.6 Cyclist and Pedestrian Access The Contractor shall make provision for pedestrians, wheel chairs and bicycles to have safe access across the work zone at all times. If this cannot be readily accommodated then acceptable detours and appropriate signs shall be provided.
- 3.7 Temporary Pavement Markings The Contractor shall be responsible for the application and removal of all temporary pavement markings and reflective devices.
- All temporary markings must be removed after installation of permanent markings.

4.0 TRAFFIC RESTRICTIONS

- 4.1 Road and Sidewalk Closure Permits
- .1 One lane of traffic must be maintained at all times during any allowed lane closure times.
 - .2 A Road and Sidewalk Closure Permit is required for each instance of closure and will be valid for a maximum period of one (1) week and, if still necessary, re-submittal of a Road and Sidewalk Closure Request is required. The \$50 permit fee is waived on this project.
- A copy of the approved Road and Sidewalk Closure Permit must be held on site by both the Site Superintendent and the person/company responsible for the traffic control implementation.
- .3 Total Road Closure Is Not Permitted.

These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

- .4 Detours will only be permitted as approved by the Contract Administrator and must have a complete Traffic Control Plan indicating detour route, signing, and duration. Detours will not be allowed without sufficient lead time for commercial and retail operation to react appropriately to detour information provided to them.
- 4.2 Lane Closure Restrictions
- .1 For each of the road sections affected:
- Road and Sidewalk Closures will be reviewed for appropriateness during the allowable hours of work.
 - Minimum single lane traffic is required at all times
 - Access to properties to be maintained
 - Sufficient Traffic Control Persons are required for each Road and Sidewalk Closure (or any work activities), including side street intersections, to safely guide traffic through the work site
- 4.3 Hours of Work
- The hours of work shall be from **0700 h to 1900 h** inclusive Monday to Friday and **0900 h to 1800 h** inclusive Saturdays. The Contractor must schedule his work within these hours or obtain written authorization from the Contract Administrator to vary said hours.
- 5.0 CONSTRUCTION OPERATIONS**
- 5.1 Truck Routes
- .1 The Contractor is restricted to the City's designated Truck Routes. The current Truck Route Map is available on the City's website at www.coquitlam.ca and can be found under **Residents, Transit & Transportation, Trucking Routes**.
- 5.2 Road Specific Considerations
- .1 Ensure that Traffic Management Plan accommodates businesses and residences during construction activities.
- 5.3 Work stoppage due to traffic
- The City will not control or direct traffic control activities of the Contractor, but may require an immediate stop to any work where, in the sole opinion of the Contract Administrator, the provided traffic management plan is ineffective.
- 5.4 Construction Activity and Signage
- The Contractor will be responsible to place other construction information signs as required to inform the public of construction activities, and ensure safe travel through the work site.
- 5.5 Construction Zone Information Signs
- If the duration of the work is to be longer than 2 days, the Contractor is required to provide, one week prior to start of work, stationary signs to inform traffic of existing and anticipated conditions at all entry points of the street to be worked on. Signs can be re-used provided that the street name is legible and reflects the actual street & work duration for the street currently working on.

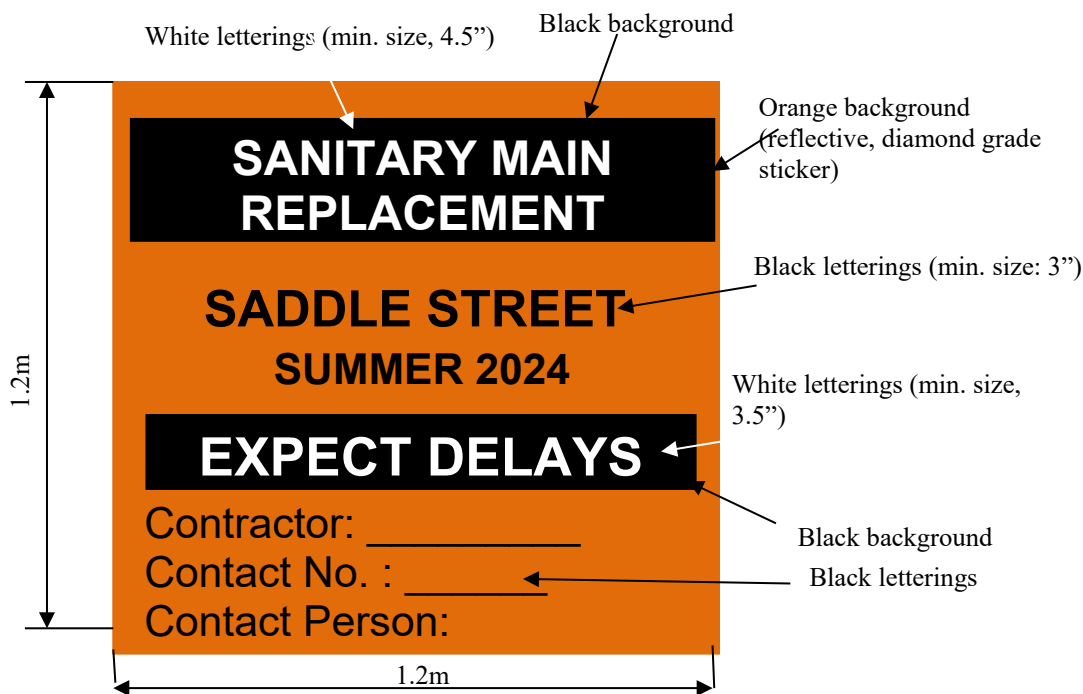
These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

Ensure that signs and locations are addressed in the Traffic Management Plan. Signs are to be located at least 3m away from any travelled roadway edge and 0.6m away from sidewalk or travelled shoulder edge with minimum head clearance of 2m. All signs are to be removed at the end of the construction period on each location.

Exact locations to be determined on site by Contract Administrator.

- Southbound, northeast corner of Daybreak Avenue and Saddle Street
- Northbound, southwest corner of Ranch Park Way and Saddle Street

Construction Zone Information Signs to follow specifications below:



These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

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: trafficoptions@coquitlam.ca

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

Permit Fee ~~\$75.00~~ (Effective February 1, 2019)

Payment Methods – After review, and if approved, payment options will be emailed to the applicant.

Application Date: _____

City Project Number (if applicable): **85262** _____

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 a approval to close (check all that apply): Direction: Northbound Southbound Eastbound Westbound
 Curb/Outside Lane Centre/Inside Lane Right Turn Lane Left Turn Lane Cycling Lane Sidewalk
 Single Lane Alternating Traffic Full Closure

Road/Street Name: _____

Location Description: _____

Date & Time Information: Dates: _____ Starting _____ Ending

Hours: _____ Starting _____ Ending

Purpose: _____

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

Will this closure disrupt: Garbage/Recycling Routes or Pick Up? Yes No If yes, the Applicant will need to assist the contractor and/or contact the City's Environmental Services Group. www.coquitlam.ca/trashtalk

These supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents (Platinum), Volume II, 2009.

Traffic Control Plan*:

- (a) Traffic Management Manual for Work on Roadways Figure Number _____, or
- (b) A Traffic Control Plan (*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.*

Application Checklist

- Permit Fee
- Prime Contractor Designation Letter
- City of Coquitlam Certificate of Insurance
- Traffic Control Plan or Traffic Management 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
- City of Coquitlam Environmental Services Group (Phone: 604-927-3500 | Email: wastereduction@coquitlam.ca) contacted regarding impact to garbage/recycling routes and pick up

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