

Appendix C - 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, unless otherwise described in the Contract Document.
- 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:

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

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

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.

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 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.

19.0 TAXES, DUTIES AND GST

19.4 Tariffs or Duties

19.4.1 Tariffs or Duties refer to taxes, levies, or charges imposed by any level of government (including foreign governments) on imported or domestic goods, materials, or equipment used in the performance of the Work. The Contract Price is based on the tariffs and duties in effect as of the date of the Tender Closing. If, after the Tender Closing Date, any new Tariffs or Duties are imposed, or existing rates are materially increased, and such changes directly and demonstrably affect the cost of materials or equipment required for the performance of the Work, the Contractor shall notify the Contract Administrator in writing within ten (10) Working Days of becoming aware of such change, providing supporting documentation, including but not limited to:

- (1) Affected materials
- (2) Quantity and cost impact
- (3) Evidence of original and new tariff rates
- (4) Reasonable efforts made to mitigate the cost impact (e.g., sourcing alternatives)

19.4.2 If the Contract Administrator is satisfied that the Contractor has incurred additional direct costs solely due to the change in Tariffs or Duties, the Owner will issue a Change Order to adjust the Contract Price accordingly. No adjustment shall be made for Tariffs or Duties that were publicly announced or reasonably foreseeable before the Tender Closing Date.

19.4.3 This clause does not apply to costs incurred due to delays caused by the Contractor's procurement or supply chain management. It also does not apply if the Contractor fails

to take reasonable steps to mitigate the impact of the change.

- 19.4.4 If the imposition of new Tariffs or Duties causes unavoidable delays in material delivery, the Contractor may request an extension of the Contract Time under GC 13.3, subject to approval by the Contract Administrator.

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

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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 Oblige as Trustee that every Claimant who has not been paid as provided for under the terms of his contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suite to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his said contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceedings then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expense or liabilities incurred thereon and any loss or damage resulting to the Oblige by reasons thereof. Provided still further that subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, Surety and Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Oblige at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the contract is located. Such notice shall be given (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Mechanic's Liens Legislation applicable to the Claimant's contract with the Principal whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal; (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such claimant did

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

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

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

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

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

SIGNED, SEALED and DELIVERED

In the presence of

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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:
Effective Date:
- Liability Limit:
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 #: **RFP 25-077**
Project / Workplace: **Removal of Preload from Cedar Drive** (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.*