City of Coquitlam

Contract Documents
72495

Thermal Drive
Pavement Rehabilitation

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Contract No. 72495

Thermal Drive Pavement Rehabilitation

Project Construction Documents

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Invitation to Tenderers

INVITATION TO TENDER

DATE OF ISSUE: **April 16, 2021**

Tender No. 72495

Thermal Drive Pavement Rehabilitation

The City of Coquitlam invites tenders for **Contract 72495 – Thermal Drive Pavement Rehabilitation** generally consisting of the following, but not limited to:

- Approx. 8,300 sq.m of Pavement Rehabilitation Work;
- Re-instatement of thermoplastic pavement markings and traffic control loops;
- **Other miscellaneous and incidental works as contained in the Contract Documents.**

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

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

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

On or Before 2:00 pm local time
Friday, May 7, 2021
("Closing Date and Time")

Instructions for Tender Submission

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

1. In the "Subject Field" enter: Tender Number and Name
2. **Add 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.)

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

Inquiries

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

Email: bid@coquitlam.ca

Addenda

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

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

The City does not retain a bidder's list or bidder's registry. Tenderers are encouraged to register as plan takers and may view the Tender Documents and Drawings by contacting the Vancouver Regional Construction Association (VRCA), website: www.my.vrca.ca , ph: 604-294-3766, or email 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
Purchasing Manager

Instructions to Tenderers

Tender 72495

Thermal Drive Pavement Rehabilitation

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: **Thermal Drive Pavement Rehabilitation**
Reference No. **72495**

1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

- Approx. 8,300 sq.m of Pavement Rehabilitation Work;
- Re-instatement of thermoplastic pavement markings and traffic control loops;
- **Other miscellaneous and incidental works as contained in the Contract Documents.**

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

E-mail **bid@coquitlam.ca**

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

Inquiries received after that time may not receive a response.

2.0 Tender Documents

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

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

2.3 Any additional information made available to Tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Contract Documents. Such additional information is made available only for the

assistance of Tenderers who must make their own judgments about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

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: **May 7, 2021**

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 or Fax 604-927-3035.

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 received by fax (604-927-3035) or email: bid@coquitlam.ca

Please Note: Due to Covid-19 prevention measures, in-person tender submissions will not be accepted. It is also reasonable to consider that City staff may be given a work from home mandate. Under this scenario, Fax submissions may not be received. Be advised that filing electronically through Qfile will be the most reliable method during these uncertain times.

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

Additional Instructions to Tenderers

Obtaining Documents

4.1 The following documents which are referred to and form part of the Contract Document package may be obtained as follows:

- Copies of the Master Municipal Construction Documents Volume II (2009), General Conditions, Specifications and Standard Detail Drawings are available separately from:

  Support Services Unlimited
  Suite 102
  211 Columbia Street
  Vancouver BC V6A 2R5
  Tel: 604-681-0295
  Fax : 604-305-0424

- City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 2009 Edition.

  City of Coquitlam Engineering & Public Works Department
  3000 Guildford Way
  Coquitlam, BC V3B 7N2
  Tel: 604-927-3500
  Fax: 604-927-3525

Copies of the City of Coquitlam Supplementary Specifications and Detailed Drawings to the MMCD 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 Intermunicipal 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 FT5.1.1, including a Performance Bond and a Labour and Material Payment Bond as described in FT5.1.1(a), failing which the provisions of FT6.1 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 or fax, 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:

_____
_____
_____
(TEDNERED 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___."

12.5 If a tender amendment or revocation is sent by fax, the tenderer assumes the entire risk that equipment and staff at the office referred to in paragraph 3.4 of the Instructions to Tenderers will properly receive the fax containing the amendment or revocation before the *Tender Closing Date and Time*. The *Owner* assumes no risk or responsibility whatsoever that any fax will be received as required by paragraph 12.1 of these Instructions to Tenderers, and shall not be liable to any tenderer if for any reason a fax is not properly received.

13.0 Duration of Tenders

13.1 After the *Tender Closing Time*, a tender shall remain valid and revocable 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 IT5.3 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 he 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.

15.4 Upon receiving notification of being the successful Tenderer, the Tenderer shall submit a Pandemic Prevention Policy and Procedures (4P) document detailing occupational health and safety policies to prevent the spread of Covid-19 to the public, the Tenderer's employees, and sub-contractors during

construction operations. The Owner reserves the right to require additions or changes to the 4P document prior to the execution of the Contract. After the Contract is in place, the Contractor will be expected to enforce the 4P document to the satisfaction of the Contract Administrator. If the Contract Administrator deems the 4P document is not being satisfactorily followed, the Contract Administrator may stop work at the sole expense of the Contractor until the Contractor's employees and sub-contractors have been provided proper training and orientation in regard to the 4P document.

16.0 Subcontractors

16.1 The *Owner* reserves the right to object to any of the subcontractors listed in a tender. If the *Owner* objects to any of the subcontractor(s) then the *Owner* will permit a tenderer to, within 5 days, propose a substitute subcontractor(s) acceptable to the *Owner* provided that there is not resulting adjustment in the *Tender Price* 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 *Owner* objects to a listed *Subcontractor(s)*, the tenderer may, rather than propose a substitute subcontractor(s), consider its tender rejected by the *Owner* and by written notice withdraw it tender. The *Owner* shall, in the event, return the tenderer's bid security

17.0 Optional Work

17.1 If the *Schedule of Quantities and Prices* includes any tender prices for *Optional or Provisional Work*, as defined in GC 7.4.1, the tenderers must complete all the unit prices for such *Optional or Provisional Work*. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the *Optional or Provisional Work*.

17.2 Notwithstanding that the *Owner* may elect not to proceed with the *Optional or Provisional Work*, the tender prices for any *Optional or Provisional Work*, including the extended totals for *Optional or Provisional Work* unit prices, shall be included in the *Tender Price* for the purpose of any price comparisons between tenders.

Form of Tender

Form of Tender

Tender No. 72495

Thermal Drive Pavement Rehabilitation

Summary

Name of ***Contractor***: _____

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

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

On or before 2:00 pm (local time)
Friday, May 7, 2021

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 or fax 604-927-3035.

May 2021

THE CITY OF COQUITLAM
3000 Guildford Way
Coquitlam BC V3B 7N2

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

Contract Name: **Thermal Drive Pavement Rehabilitation**

Reference No. **72495**

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, 2021**; 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 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 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: _____ - _____ - _____

Fax: _____ - _____ - _____

Email: _____

Attention: _____

This Tender is executed this_____day of_____, 20_____.

Contractor:

_____
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

_____
(AUTHORIZED SIGNATORY)

_____
(AUTHORIZED SIGNATORY)

8 **WE CONFIRM**:

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

8.1.1 for information purposes, our GST Registration Number is:

_____
(GST REGISTRATION NUMBER)

or;

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

_____
(AUTHORIZED SIGNATORY)

_____
(AUTHORIZED SIGNATORY)

APPENDIX 1
FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

SCHEDULE OF QUANTITIES AND PRICES

(see paragraph 5.3.1 of the Instruction to Tenderers)
(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 Contract Specifications)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1.00	**01 55 00**	**TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING**				
1.01	1.5.1	Traffic Control and Management		Incidental to Contract		
2.00	**01 57 01S**	**ENVIRONMENTAL PROTECTION**				
2.01	(1.6.1)	ESC supply & installation, maintenance and removal		Incidental to Contract		
3.00	**01 58 01S**	**PROJECT IDENTIFICATION**				
3.01	(1.3.1)	Construction Zone Information Signs	ea.	5		
3.02	(1.3.2)	Changeable Message Sign (Qty 1)	per month	1		
4.00	**03 30 20S**	**CONCRETE WALKS, CURBS AND GUTTERS**				
4.01	(1.4.5)	Concrete Monolithic Sidewalk - 100mm thick – Broom Finished and as shown and described in the Contract Documents (Provisional)	sq.m	20		
4.02	(1.4.5)	Concrete Monolithic Driveway Letdown, Sidewalk Crossing, and Driveways - COQ-C7C - and as shown and described in the Contract Documents (Provisional)	sq.m	200		
5.00	**31 22 16S**	**RESHAPING GRANULAR ROADBED**				
5.01	(1.4.1)	Reshaping	sq.m	8,300		
6.00	**31 24 13S**	**ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION**				
6.01	(1.8.4)	Remove and dispose existing concrete, sidewalk panels and driveway letdowns (Provisional)	sq.m	220		
6.02	(1.8.5)	Common Excavation Including Offsite Disposal (Provisional)	cu.m	400		
7.00	**32 01 16.7S**	**COLD MILLING**				
7.01	(1.5.4)	Full Depth Milling (up to 160mm)	sq.m	8,300		
7.02	(1.5.4)	Surface Milling (50mm)	sq.m	990		
8.00	**32 11 23S**	**GRANULAR BASE**				
8.01	(1.4.3)	25mm Minus Granular Base, variable thickness (Provisional)	tonne	600		
9.00	**32 12 16S**	**HOT-MIX ASPHALT CONCRETE PAVING**				
9.01	(1.5.1)	Machine Laid Hot Mix Asphalt (19mm MOT Class 1 Medium Mix with 80-100 Group A Asphalt Binder) - 50mm 1 lift	tonne	1,140		
9.02	(1.5.1)	Machine Laid Asphaltic Concrete Paving - Lower Course #1 (50mm 1 lift)	tonne	1,020		
9.03	(1.5.1)	Asphalt Curb (50mm x 175mm)	l.m	650		
10.00	**32 17 23S**	**PAINTED PAVEMENT MARKINGS**				
10.01	(1.5.3)	Supply & Installation Thermoplastic Pavement Markings	l.s.	1		
10.02	(1.5.4)	Remove and Reinstate existing signage	l.s.	1		
11.00	**33 44 01S**	**MANHOLES AND CATCHBASINS**				
11.01	(1.5.2)	Supply & installation of Dobney B23/24 Catch Basin Grate & Frame including removal and disposal of existing grate & frame (Provisional)	ea.	1		
11.02	(1.5.3)	Manhole Frame and Lid Replacement & Adjustments (Provisional)	ea.	16		
11.03	(1.5.3)	Nelson Type Box Replacement & Adjustments (Provisional)	ea.	2		
12.00	**34 41 13**	**TRAFFIC SIGNALS**				
12.01	1.9	Supply and installation of Traffic Detector Loops	ea.	4		

Total Tendered Price (exclude GST): $_____
(Transfer the amount to Form of Tender Summary Page 1)

Name of **Contractor:** _____

APPENDIX 2

FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity	JULY			AUGUST				SEPTEMBER				
	2	3	4	1	2	3	4	1	2	3	4	5

Substantial Completion Date: **September 30, 2021**

Proposed Disposal Site: _____

APPENDIX 3

FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

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 N0:**	

PROJECT:		**Dates:**	
Work Description:			
Responsibility:			
Owner/Reference:		**Phone N0:**	

PROJECT:		**Dates:**	
Work Description:			
Responsibility:			
Owner/Reference:		**Phone N0:**	

APPENDIX 4

FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

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

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

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

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

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

APPENDIX 5

FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

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 72495
Thermal Drive Pavement Rehabilitation

BID BOND

NO. _____ $ _____

KNOW ALL MEN BY THESE PRESENTS THAT

_____
As Principal, hereinafter called the Principal, and

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

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

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

WHEREAS, the Principal has submitted a written Tender to the Obligee, dated the _____day of _____, 2021, 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 _____, 2021.

SIGNED, SEALED AND DELIVERED
In the presence of:

	)	_____
	)	PRINCIPAL
	)	
	)	_____
_____	)	SURETY

APPENDIX 7

FORM OF TENDER

Contract 72495
Thermal Drive Pavement Rehabilitation

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: **72495**

Contract Name: **Thermal Drive Pavement Rehabilitation**

Description of Work:

- Approx. 8,300 sq.m of Pavement Rehabilitation Work;
- Re-instatement of thermoplastic pavement markings and traffic control loops;
- **Other miscellaneous and incidental works as contained in the Contract Documents.**

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

Special Coverage Required:

YES	NO	Special Coverage Description
( )	(X)	Shoring and Underpinning Hazard
( )	(X)	Pile Driving and Vibrations
( )	(X)	Excavation Hazard
( )	(X)	Demolition
( )	(X)	Blasting

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

_____ _____
Name of Tenderer (printed) *Authorized Signature*

_____
Date

Agreement

AGREEMENT

Between Owner and Contractor

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

THIS AGREEMENT made in duplicate this ____ day of _____ 2021.

Contract: **Thermal Drive Pavement Rehabilitation**

Reference No. **72495**

BETWEEN:

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

(the "*Owner*")

AND:

(the "*Contractor*")

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

1 THE WORK - START/COMPLETION DATES

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

1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before **September 30, 2021,** 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, by hand or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

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

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

The *Contractor*:

Tel:
Fax:
Email:
Attention:

The *Contract Administrator*:

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

Tel:
Fax:
Email:
Attention:

6.2 A communication or notice that is addressed as above shall be considered to have been received:

a) immediately upon delivery, if delivered by hand; or
b) immediately upon transmission if sent or received by email or fax; or
c) after 5 days from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by email or fax assumes all risk that the fax will be received properly, and the provisions of paragraph 12.5 of the Instructions to Tenderers Part II apply to the sender.

7 GENERAL

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

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns

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, DESIGN AND CONSTRUCTION)

Representative as Per G.C. 17

_____
(MANAGER, CAPITAL PROJECTS AND INSPECTIONS)

Thermal Drive Pavement Rehabilitation

Reference No: 72495

Schedule 1

Schedule of Contract Documents

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

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

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

1. Agreement, including all Schedules;
2. 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 Drawing, 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 2016

Thermal Drive Pavement Rehabilitation

Reference No: 72495

Schedule 2

LIST OF DRAWINGS

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

Bound in this Document:

- **Appendix A: Traffic Management Plan**
- **Appendix B: As-Built Records**
- **Appendix C: Supplementary Detailed Drawings**

Bound Separately:

- **Contract Drawings (R.F. Binnie and Associates Ltd.):**

TITLE	SHEET NO.	REVISION NO.	DATE
Thermal Drive Road Rehabilitation – Issued For Tender - Cover Page	N/A	N/A	N/A
Thermal Drive – Typical Sections and Notes	2 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	3 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	4 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	5 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	6 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	7 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	8 of 15	2	2021-04-14
Thermal Drive – Roadworks – Plan and Profile	9 of 15	2	2021-04-14
Thermal Drive – Roadworks – Cross Sections	10 of 15	1	2021-04-14
Thermal Drive – Roadworks – Cross Sections	11 of 15	1	2021-04-14
Thermal Drive – Roadworks – Cross Sections	12 of 15	1	2021-04-14
Thermal Drive – Roadworks – Cross Sections	13 of 15	1	2021-04-14
Thermal Drive – Roadworks – Cross Sections	14 of 15	1	2021-04-14
Thermal Drive – Roadworks – Cross Sections	15 of 15	1	2021-04-14

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 he allow the same to remain longer than necessary. All surplus spoil and rubbish and other waste material shall be removed from the site so that the area of work is cleaned up and restored to as clean a condition as it was before the Contract started, within four days of the Contract Administrator's written request to do so, failing which the Owner may carry out the work or have the work carried out by others and recover the costs from the Contractor or may deduct the cost from any monies due or that may become due to the Contractor.

4.1.3 ***(Add 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 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, he shall provide the Contract Administrator in writing at least (4) days in advance of such holiday, stating those

places where said work is to be conducted. In case the Contractor fails to give such notice in advance of any Statutory Holiday, no work within the terms of the contract shall be done on such holiday.

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 Coquitlam 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 Contactor 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 his own cost, with no liability to the *Owner*.

4.6 Construction Schedule

4.6.1 ***(Replace clause 4.6.1 as follows):***
The Contractor shall within the time set out in the Form of Tender prepare and submit to the Contract Administrator for his approval a construction schedule (the Baseline Construction Schedule) indicating the planned start and completion dates of major activities of the Work. The Baseline Construction Schedule shall be in more detail than the Preliminary Construction Schedule and shall indicate completion of the Work in compliance with any specified Milestone Dates, including Substantial Performance.

4.6.6 ***(Replace clause 4.6.6 as follows):***
The time for the performance of the Work shall commence on the date specified in the Notice to Proceed, or if not so specified, on the date the Notice to Proceed is issued. The Notice to Proceed will not be issued until the documentation required under paragraph 5.1.1 of the Form of Tender has been submitted and the construction schedule has been approved.

4.6.8 ***(Add new clause 4.6.8 as follows):***
Any requests to lengthen the work schedule shall be made in writing by the Contractor within five working days of knowledge

of the reason for the extension. The Contract Administrator will adjust the schedule at his discretion upon receipt of a written request.

4.7 Superintendent 4.7.4

(Add new clause 4.7.4 as follows):

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

(Add new clause 4.8.2 as follows):

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

4.9 Materials 4.9.3

(Add new clause 4.9.3 as follows):

The Contractor shall, at his cost,

a) Be responsible for storing all of the materials supplied for the Work either by himself or the Owner, until it has been incorporated into the completed Work;
b) Store all materials in a manner which will prevent damage from the weather, dirt, foreign matter, vandalism and theft;
c) Arrange for and/or verify the time of delivery of all materials to be supplied by himself or the Owner to ensure that delivery will coincide with his work schedules.
d) Examine with the Contract Administrator the quantities and details of all materials supplied by the Owner at the time and place of delivery or those materials already at the Place of Work, and prepare and sign a Statement of Materials Acceptance, specifically noting and rejecting any defective material;
e) Replace all materials supplied by himself or the Owner which are found to be stolen, missing or damaged while under his care;
f) Replace all materials found to be defective in manufacture which have been supplied by himself.

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

4.12 Test and Inspections

4.12.1 ***(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 he gives the Contractor five (5) days' written notice of delay. The Contractor shall resume work upon written notice from the Owner. The Contractor shall be entitled to:

a) An extension of the Contract time equivalent to the length of suspension of work.

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

13.3 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.

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. <u>No work shall be commenced by the Contractor or by anyone acting on the instructions of the Contractor, until the required Insurance Documents have been accepted by the Owner and the Contract Documents have been duly signed by the Owner and the Contractor.</u>

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

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

24.3.9 **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.

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:

Complete the Contract in accordance with its terms and conditions, or

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:

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:
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
D.7	( )	( )	**PROFESSIONAL LIABILITY INSURANCE for Consultant Service Agreements**

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

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

Authorized Signature and Stamp

Date

Name and Title

City' broker to return to City Representative

Department

APPENDIX IV

PRIME CONTRACTOR DESIGNATION

Subject: **Prime Contractor Designation**
Contract #: **72495**
Contract Name: **Thermal Drive Pavement Rehabilitation** (the "Project")

_____ (the "Contractor") represents, acknowledges and agrees that:

1. in accordance with section 118 of the Workers Compensation Act, R.S.B.C. 1996, c. 492 (the "Workers Compensation Act"), the Contractor shall be the "Prime Contractor" and is qualified to act as the "Prime Contractor" in respect of the Project;
2. the Contractor accepts the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act and further agrees that it will do everything necessary to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the Regulations thereto;
3. the Contractor shall fulfill all the obligations of an "Owner" under section 119 of the Workers Compensation Act in respect of the Project site; and
4. that the City of Coquitlam has fulfilled its obligations as an "Owner" under section 119 of the Workers Compensation Act, in respect of the Project site.

Prime Contractor Name & Address:

_____

_____

_____ _____
Prime Contractor Signature Date

_____
Print Name

Please return a signed copy of this memo to the City of Coquitlam. If you have any questions, please contact the City's Health and Safety Advisor at 604-927-3068.

Supplementary Contract Specifications

Supplementary Contract Specifications

to the
MASTER MUNICIPAL SPECIFICATIONS
Volume II – Platinum Book

THERMAL DRIVE PAVEMENT REHABILITATION
CONTRACT 72495

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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

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 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 Hydro, FORTIS BC GAS, Telus, in the area of the place of Work wher applicable.

1.03 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
- Garbage/Green Waste/Recycling pick-up
- City Utilities Maintenance (or representatives)
- City Parks and Recreation Maintenance (or representative)
- Other City Contractors

1.04 FORTIS BC Emergency Protocol

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

1.05 Lane Closure Restrictions

The contractor shall refer to Contract Supplementary Specifications Section 01 55 00S

1.06 Hours of Work

The contractor shall refer to Contract Supplementary Specifications Section 01 55 00S

1.07 Schedule of Work

All work under this Contract is to be completed within the designated Contract Duration. The Contractor must provide sufficient resources in a continuous effort and site presence to complete all the work within the allotted time, unless otherwise approved by *Contract Administrator*. As set out in the MMCD the Contractor must provide updates to the construction schedule monthly, preferably biweekly.

1.08 Precautions

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

1.09 Location of Existing Utilities

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

Pre-locates must be completed as soon as possible after award of the contract so changes can be completed by the Engineer prior to site construction. Contact BC One for location of outside agency utilities.
The contactor will not receive any compensation or allowance for delays if work is halted due to utilities & services connections not located prior to commencing construction.

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

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

1.10 Manholes & Valves

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

1.11 Temporary Asphalt Pavement Restoration

The Contractor will be required to backfill all trenches (in paved areas) and place a temporary patch (50mm of hot mix asphalt), as per Coquitlam Standard Drawing COQ-G4, the same day excavation is made, unless otherwise approved by the Contract Administrator.

1.12 Verification of Dimensions and Quantities

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

1.13 Site Safety

The Contractor is responsible to ensure the construction site is safe at all times for workers, pedestrians, and vehicle traffic. During non-working hours, the Contractor must ensure that the site has all potentially hazardous areas appropriately identified and protected, and also must provide appropriate signage, lighting, and markings for the direction of vehicle and pedestrian traffic, all to ensure the safety of the public. 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.

Manhole lids left raised in preparation for paving must have a rubberized protector ring for traffic safety. Supply and use of this equipment is considered incidental to the contract.

2.00 CONSTRUCTION ACTIVITY

2.01 Pavement Markings

The Contractor will be responsible for temporary traffic markings necessary for traffic direction and safety until permanent markings are installed.

The Contractor is responsible for the permanent pavement markings after paving is complete.

2.02 Asphalt Milling Operations

Asphalt milling activities shall be done in such manner so as to cause the least disruption and inconvenience to traffic and area residents.

The Contractor will be required to provide a plan and schedule for milling sections and the subsequent paving activities and have that approved by the Contract Administrator. This schedule is to be updated as required and take into consideration weather conditions and weather forecasts to ensure work subsequent to milling can be completed in appropriate weather.

MILLING OF EXTENSIVE AREAS THAT CANNOT BE PAVED WITHIN 48 HOURS PERIOD (2 DAYS) WILL NOT BE PERMITTED.

2.03 Construction Materials in Sewer Manholes and Pipe

The Contractor is responsible to ensure that construction activities do not deposit construction materials (e.g. gravels) into the storm sewer or sanitary sewer manholes or pipe. The City has a video record of the pipe before construction. Prior to Substantial 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 Site Clean-up During Construction and End of Construction

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

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

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

3.00 MANDATORY MEETINGS AND CONTRACTOR REPRESENTATIVES AND SUBCONTRACTORS

3.01 Pre-Construction Meeting Requirements

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

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

3.02 Contract Schedule, Contract Duration, and Charges

A detailed, realistic construction schedule for this project will be required to be presented at the pre-construction meeting. The schedule must show major components and durations.

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

3.03 Pre-Paving Site Meeting

The Contractor will be required to have a pre-paving meeting with their paving staff, on-site, just prior to paving to provide instruction regarding the existing grading and requirements for the paving process and the end product.

The Contractor must provide information to the Contract Administrator, for review, regarding proposed paving elevation control method, mat thickness control method, and rolling patterns.

The Contractor Administrator must be in attendance at this meeting.

It will be the responsibility of the Contractor's Contract Superintendent to ensure continuity between the base preparation and the paving process.

3.04 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.

3.05 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.

3.06 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 GENERAL

1.3 Submission

Delete 1.3.2 and replace with the following

Submit one copy of an accurate project record document in final form prior to applying for Substantial Performance including any video report. Record documents to include changes in the Issued for Construction/Contract Drawings, new elevation & location of all walkways/sidewalks, roadway paving areas, all utilities, manhole rim, catchbasin rim, vaults, valve boxes and inverts affected by the work.

The Contract Administrator will not authorize the release of holdbacks until the record documents have been submitted and accepted.

END OF SECTION

1.0 QUALITY

The Contractor shall provide a final product conforming to the Contract Documents and the intent of the work.

The work is to be accurate to the dimensional and tolerance requirements of the contract.

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

1.01 Quality Control (QC) by Contractor

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

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

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

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

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

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

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

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

The *Contract Administrator* may 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*.

<u>All subsequent testing to corrective action to verify conformance to the Contract Documents will be the full responsibility of the *Contractor*.</u>

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

1.1 Inspection

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

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 CCIL certified laboratory and technicians with copies of all test results to be sent directly to the Contract Administrator. Re-testing resulting from failed first tests shall be at the Contractors expense.

1.2 Survey Layout

All Survey Layout will be completed by the Contractor in accordance with the Contract Drawings and Coordinate System set out within them. The Contractor will be provided digital AutoCAD files but shall be responsible to confirm elevations and tie in locations and report any discrepancies prior to construction.

1.3 Testing

Contractor shall carry out inspection and testing (QC) to ensure compliance with Contract Documents. Contractor shall submit test results within one week of testing to the Contract Administrator.

The Contractor shall provide test results prior to the preparation of the payment certificate.

1.4 Contractors Responsibilities

Furnish labour and facilities to:

1. Provide access to work to be inspected
2. Facilitate inspections and tests
3. Make good work disturbed by inspection and tests

1.5 Access to Work

Allow inspection testing agencies access to Work.

1.6 Tests

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

1. Trench Backfilling and Compaction
1.1 Compaction: 1 test / 25 lm / 300mm lift
1.2 Sieve: 1 test / placed material / 50 m^3

2. Granular Base
2.1 Compaction: 1 test / 500m^2 / 100mm depth of granular base
2.2 Sieve: 1 test / placed material / 250 TONNES

3. Granular Subbase
3.1 Compaction: 1 test/500m^2 / 300mm depth of granular subbase
3.2 Sieve: 1 test / placed material / 250 TONNES

4. Embankment (Subgrade)
4.1 Compaction: 1 test/ 50m^2 / 300mm depth of fill
4.2 Sieve: 1 test / placed material / 100 TONNES

5. Asphalt
5.1 Marshall test: 1 test per 250 TONNES placed, per specified mix, min. 1 / day
ASTM D1559, D3203, C117, C136
5.2 Superpave: 1 test per 250 TONNES placed, min. 1 / day
CAI-SP2, ASTM D3203, C117, C136
5.3 Cores: 1 per 500 m^2/lift
5.4 Continuous asphalt density testing during paving.

6. Subgrade Preparation
6.1 Compaction & Moisture: 1 test / 500 m^2

7.Concrete Tests
7.1 Air, Slump & 1 Set Cylinders: 1 test / 10 m^3, min. 1 set / day

1.7 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	The *Contractor* is responsible for all temporary traffic control on the streets required for completion of the work. The *Contractor* will be responsible to provide a Traffic Management Plan (TMP) for approval (5) five working days prior to any lane closures taking place. TMP is to be prepared by a professional certified by the American Traffic Safety Services Association. 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. The Contractor is responsible to ensure and maintain all business/residential vehicles, cyclists and pedestrian accesses open at all times. The contractor may provide temporary accesses if the affected owner agrees. All costs associated with temporary accesses will be at the contractor's expense.
		Add 1.0.7	A Road and Sidewalk Closure Permit is required from Coquitlam for all work affecting pedestrian and traffic flow related to construction. A permit is required for each specific construction interference with pedestrian and traffic flow. The road and sidewalk closure permit form can be obtained for use from the City's website at http://www.coquitlam.ca. The Contractor must follow the approved TMP. Any changes to this TMP must be submitted to City's Traffic Operations for approval.
		Add 1.08	Refer to Appendix A – Traffic Management Detail Specifications
1.4	**Traffic Control**	Delete 1.4.1 and replace with the following	The Contractor shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residences adjacent to the Place of Work. No greater quantity of work shall be undertaken at any one time than can be properly conducted with due regard to the rights and interests of the public as may be determined by the Contract Administrator. The Contractor is to provide at all times safe and convenient means of approach and entrance to adjoining lanes, driveways, buildings and property both for vehicles and pedestrians to the satisfaction of the Contract Administrator. For this purpose, he shall construct and maintain suitable and safe platforms, approaches, structures, bridges, diversions or other works. Where traffic must cross open trenches, the Contractor shall provide suitable bridges. Where trenches have been backfilled or where road improvements are incomplete the Contractor shall take any steps necessary to prevent potholes or other traffic hazards. Where the Contract Administrator so instructs or where Contract Specifications so require, the Contractor shall provide temporary asphalt patching of such hazards.
		Add 1.4.9.3.1	The *Contractor,* as required by the *Contract Administrator* and the City, is to supply Construction Zone information signs (stationary), refer to MMCD 01 58 01 for the required identification signage. The *Contractor* is responsible for the removal of the signs at the completion of the work.

		Delete 1.4.10.1.3 and replace with the following	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.
1.5	**Measurement for Payment**	Delete 1.5.1 and replace with the following	Payment for all work, unless included in the Schedule of Quantities and Prices, performed under this section will be incidental to payment for work described in other Sections.

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 1.2.1.1 and replace with the following	Properly drain all portions of the site. Protect the site and the watercourses to which it drains, directly or indirectly, against erosion and siltation in accordance with a Sediment Control Plan under the City of Coquitlam Stream and Drainage System Protection Bylaw No. 4403, 2013 during construction and until the maintenance period is completed. Ensure no silt, gravel, debris or other deleterious substance resulting from construction activity discharges into existing drainage systems or watercourses or onto highways or adjacent property. The *Contractor* is responsible for all damage that may be caused by water backing up or flowing over, through, from or along any part of the work or otherwise resulting from his operations. Keep existing culverts, drains, ditches and watercourses affected by the work clear of excavated material at all times. When it is necessary to remove or alter any existing drainage structure, provide suitable alternative measures for handling the drainage. Adequately support culverts and drainpipes across trenches to prevent displacement and interference with the proper flow of water due to trench settlement. Sweep streets, and clean catch basins, manhole sumps, detention tanks, and maintain siltation controls as often as the *Contract Administrator* and the City deems necessary.
		Delete 1.2.2.2 and replace with the following	Do not operate construction equipment in watercourses.
		Add 1.2.2.9	All work must be carried out during favorable and low water conditions.
		Add 1.2.2.10	Any fill used on this project shall be certified inert and from a source which is confirmed to be free of contaminants.
		Add 1.2.2.11	All work within a watercourse must be undertaken and completed in isolation of all flowing water to maintain downstream water quality and unrestricted flows.
1.4	**Environmental Protection**	Add 1.4.3.5	Immediately contain and clean up any leaks and spills of prohibited materials at the *Place of Work*.
		Add 1.4.3.6	Ensure that a well-stocked spill kit is on-site at all times and that the *Contractor*'s employees are familiar with appropriate spill response techniques. Any spill of reportable quantities must be immediately reported to the Provincial Emergency Program's 24 hour phone line at 1-800-663-3456.
		Add 1.4.3.7	Immediately notify the *Contract Administrator* and the City of any leaks or spills of prohibited materials that occur at the *Place of Work*.

		Add 1.4.3.8	Ensure that any fuel stored on-site is located at least 15 metres from the nearest stream, and is placed within a bermed and lined area, in order to prevent leaks or spills into the environment.
		Add 1.4.3.9	All equipment and machinery must be in good working condition (power washed), free of leaks or excess oil and grease. No equipment refueling or servicing shall be undertaken within a minimum of 15 metres of any water course or surface water drainage.
		Add 1.4.3.10	During all phases of the operation, the Contractor shall take precautions to abate nuisance caused by mud or dust by clean up, sweeping, sprinkling with water or dust control, or other means as necessary to accomplish results satisfactory to the Contract Administrator.
1.6	**Measurement and Payment**	Delete 1.6.1 and replace with the following	Payment for all work, unless included in the Schedule of Quantities and Prices, performed under this section will be incidental to payment for work described in other Sections. These works for Erosion and Sediment Control (ESC) will include silt fencing, interceptor channel/swale/ditch construction, interceptor drain pipe, check dams, catch basin, socks, and all materials to complete the work as shown on the Contract Drawings or as directed by the Contract Administrator
		Add 1.6.2	Payment for this item as directed by the Contractor Administrator includes supply, placement, maintenance, materials, removal and incidentals required for environmental protection.
		Add 1.6.3	Payment for the poly cover or temporary tarps over stock pile materials or exposed road subgrades shall be treated as incidental work.
1.8	**Clean Up**	Add 1.8.2	The work will include cleaning of all catch basins within the work area, or nearby location as affected by the Work, regardless of the condition of the catch basins prior to starting the Work and all manholes and/or sewers affected by work done under this contract. All cleaning is to be performed by vacuum truck to the satisfaction of the Contract Administrator and will include off-site disposal of waste material.
1.9	**Archaeological / Historical Resources**	Add 1.9	Immediately cease work and inform the *Contract Administrator* and the City, if any archaeological or historical resources are encountered during construction. Leave these resources in place and do not disturb them in any way.

END OF SECTION

1.3	**Measurement and Payment**	Delete 1.3.1 and replace with the following	Payment for the installation of 1.2m x 1.2m static construction Information signs as shown in Appendix A – Traffic Management Detail Specifications - Clause 6.5 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.
		Add 1.3.2	Payment for changeable message signs (CMS) including supply, placement, communication management & removal as required for traffic & pedestrian safety and as shown in in Appendix A – Traffic Management Detail Specifications will be incidental to payment for work described in other Sections, unless shown otherwise in the Schedule of Quantities and Prices. When shown in the Schedule of Quantities and Prices, payment for CMS used for only a fraction of a month will be paid prorata.

END OF SECTION

1.4	**Measurement and Payment**	Delete 1.4.3 and replace with the following	Payment for machine placed or hand formed C5 wide base concrete curb & gutter and C6 extruded concrete curb, excluding granular base, includes supply and placing of the concrete curb and gutter, tie-ins, transitions, subgrade preparation, compaction, saw cutting, and will cover all straight and curve sections and will be made separately for each specified type. Extruded Concrete curb shall be keyed in to existing asphalt. Payment for excavation and disposal of excavated material will be made under payment item as shown in the Schedule of Quantities and Price. Payment for granular subbase and granular base under curb and gutter will be made under payment items in Section 32 11 16.1S and 32 11 23S, Granular Subbase and Granular Base, respectively.
		Delete 1.4.5 and replace with the following	Payment for concrete sidewalks, utility strips, driveways, walkways, infills, landings and all concrete ramps, excluding granular base, includes supply and placing of the concrete, subgrade preparation under the concrete sidewalks, utility strips, in-fills, landings, driveways, ramps and walkways and will be made separately for each specified thickness and type of finish. Payment for granular base will be made under payment items in Section 32 11 23S, Granular Base.
		Add 1.4.10	Payment for Detectable/Tactile Warning Surface Tile includes supply and placing of “Access Tile” or “Armor-Tile” (or approved equal) Truncated Dome Detectable Warning Tactile Surface, replaceable cast in place - Yellow Color and installation as per the Manufacture’s Specifications.
2.1	**Materials**	Delete 2.1.5.1 and replace with the following	Hand-formed and hand-placed concrete: Slump: 80 mm Air entrainment: 5 to 8%. Maximum aggregate size: 20 mm. Minimum cement content: 335 kg/m3. Minimum 28 day compressive strength: 32 MPa.
		Add 2.1.7	Tactile warning surface tile shall be replaceable cast-in-place style. Truncated domes shall be in square grid pattern with a 5 mm nominal raised height, base diameter of 23 mm and top diameter of 11.5 mm. Dome spacing range shall be between 40 mm – 60 mm. Color of the panel shall be Federal Yellow (Y) per US Federal Standard 595B Table IV, Color No. 335. Minimum size of the panel shall be 600 mm in width by varying lengths, contingent on the application.
3.0	**EXECUTION**		
3.5	**Concrete Placement**	Delete 3.5.9 and replace with the following	The *Contractor* is responsible for adjusting all utility manhole frames and valve boxes, belonging to Coquitlam and/or other agencies that are affected by the road works. All adjustments to utilities must be completed to the satisfaction of the utility owner. Riser rings will not be accepted. The *Contractor* should note that certain utility owners may decide to complete their own adjustments. The *Contractor* will be required to

			cooperate with any utility company providing their own adjustments. The *Contractor* shall be responsible to contact the appropriate utility company within a minimum of seventy-two (72) hours of the work. No adjustment shall be made without the written approval of the utility company. <u>All manholes must be vertically adjusted a minimum of twenty four (24) hours prior to concrete placement.</u>
3.9	**Expansion Joints**	Delete 3.9.1 and replace with the following	Form transverse expansion joints at both ends of curb returns and at maximum spacing of 9.0 m for sidewalks, 30.0 m of curb and gutter, at each end of driveway crossing, at tangent point of circular work, and on either side of catch basins.

END OF SECTION

2.0 PRODUCTS

2.3 Pit Run Gravel

Add to 2.3.2

The use of recycled concrete shall be approved by the *Contract Administrator* and the City prior to use.

Add 2.3.3

Asphalt millings free from contaminated and other extraneous material, conforming to the specified gradations may be used as pit run gravel. The use of asphalt millings shall be approved by the *Contract Administrator* and the City prior to use.

2.7 Granular Pipe Bedding and Surround Material

Add to 2.7.1

All recycled or other extraneous materials shall be approved by *Contract Administrator* and the City prior to use.

2.10 Granular Base

Delete 2.10.2

Add 2.10.3

All 25 mm minus granular base is to conform to the following gradation specifications:

Sieve Designation (mm)	Percent Passing (%)
25	100
19	80-100
12.5	75-90
9.5	50-85
4.75	35-70
2.36	25-50
1.18	15-35
0.30	5-20
0.075	0-5

Add 2.10.4

The intention of the Gradation Chart is to identify the desired mix of size of aggregate in the granular base. The Target Percentage Passing is the middle of the shown Range.

Tests that show sieve values of Percent Passing that are consistently low or consistently high in two (2) or more consecutive tests will be considered to be non-conforming.

2.11 Recycled Aggregate Material

Delete 2.11.1 and replace with the following

Aggregates containing recycled material may be utilized if approved by the Contract Administrator and the City. In addition to meeting all other conditions of the specifications, recycled material should not reduce the quality of the construction achievable with quarried materials. Recycled material shall consist only of aggregates, crushed portland cement concrete, or asphalt that is free of impurities.

END OF SECTION

1.3	**Measurement and Payment**	Delete 1.3.1 and replace with the following	Payment for all work, unless included in the Schedule of Quantities and Prices, performed under this section will be incidental to payment for work described in other Sections.
2.0	**PRODUCTS**		
2.1	**Materials**	Add 2.1.10	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'.
3.0	**EXECUTION**		
3.1	**Existing Trees**	Add 3.1.7	The Contractor is responsible to minimize damage to all trees which are to remain.
		Add 3.1.8	The Contractor will be responsible for all claims and costs including the cost of examination by an Arborist, repair, removal and replacement of trees, as required by the Arborist, the Contract Administrator and the City for tree damage where proper notification was not received from the Contractor. Damage will be assessed based on the International Society of Arboriculture Guidelines. The term shall be for a period of one year following the date of Substantial Performance of the Work.
		Add 3.1.9	Place protective fencing/barricades as detailed on Coquitlam Standard Detail Drawings COQ-R26, where shown on *Contract Drawings*. Contractor shall maintain fence in good condition during construction.
		Add 3.1.10	When work is to be performed inside fenced areas, Contractor shall take care to avoid damage to existing vegetation. Work to be done inside areas of existing vegetation to be retained includes: .1 Removal of isolated trees as directed by the Contract Administrator 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 Contract Administrator and the City.

END OF SECTION

1.4	**Measurement and Payment**	Delete 1.4.1 and replace with the following	Payment for reshaping existing roadbed shall be at the respective unit prices bid in the Schedule of Quantities and Prices. Reshaping of shoulders and driveways will be incidental. Payment includes all spreading and grading of materials, adjustment of moisture content, compaction, boning and disposal of excess material offsite to establish the road existing cross-sections.
		Delete 1.4.2 and replace with the following	Payment for additional granular base material required for reshaping described above will be made under Section 32 11 23 Granular Base.
		Delete 1.4.3 and replace with the following	Payment for excavation of unsuitable materials including disposal off-site prior to reshaping granular roadbed will be made under Section 31 24 13 – 1.8.10S Common Excavation.

END OF SECTION

1.0	**GENERAL**		
1.8	**Limitations of Open Trench**	1.8.1 Replace last sentence with the following	If circumstances do not permit complete backfilling of all trenches, and where permitted by the *Contract Administrator* and the City, adequately protect all open trenches or excavations with approved fencing or barricades and, where required, with flashing lights.
2.0	**PRODUCTS**		
2.2	**Use of Specified Materials**	Delete 2.2.1.2	Delete Pit Run Sand.
		Delete 2.2.3.3	Delete Pit Run Sand.
3.0	**EXECUTION**		
3.3	**Excavation**	Delete 3.3.1.2 and replace with the following	Connections to existing waterworks systems are to be made by the *Contractor* under the inspection / supervision of the *Contract Administrator* and the City.
3.6	**Surface Restoration**	Delete 3.6.2.4 and replace with the following	Restore lawns with approved topsoil and sod to match existing lawn.
		Delete 3.6.3.1 and replace with the following	Restore surface with a minimum 100 mm of 19 mm granular road base material.
		Delete 3.6.7.5 and replace with the following	Restore Pavement as detailed on Coquitlam Standard Detail Drawing COQ-G4. Temporary patch shall be a minimum thickness of 50 mm thickness. Permanent restoration to existing asphalt thickness (minimum of 75 mm) with a 35 mm key where existing thickness permits. A 50 mm key is required on Arterial and Collector Roadways. Dry if necessary and paint clean, dry edge with asphalt emulsion (tack coat).

END OF SECTION

1.8 Measurement and Payment

Delete 1.8.4 and replace with the following

Payment under this item will only apply to removal of the components included in this item under a separate operation as shown on the Contract Drawings or as directed by the Contractor Administrator. No payment will be made under this item for removal of these components as part of the operation for common excavation, and such removal will be treated as common excavation.

Payment will be made at the respective unit prices bid in the Schedule of Quantities and Prices and will include all labour, and equipment required to complete the work, including saw cutting and offsite disposal. It is the responsibility of the contractor to locate and verify all utilities.

Delete 1.8.5 and replace with the following

Payment for Common Excavation includes:

1. Unless noted in the Schedule of Quantities and Prices as removal in square meters, common excavation will be measured in cubic metres calculated from measurements taken by the Contract Administrator in the areas of excavation for road widening areas.
2. Cross-sections will be taken after clearing and grubbing and after stripping of existing topsoil immediately prior to excavation of material to be incorporated into work.
3. Where determined by the Contract Administrator that truck box volume will be used to determine excavation quantities the volume per load shall be determined using full truck load volumes. The following is to be used for payment:

Truck Type	Material Type	Volume (cu.m.)
Tandem	ordinary material	7
Tandem	asphalt/concrete/pipe	4
Triaxle	ordinary material	8
Triaxle	asphalt/concrete/pipe	5
Tandem and Pony	ordinary material	11
Tandem and Pony	asphalt/concrete/pipe	7.5
Triaxle and Pony	ordinary material	13
Triaxle and Pony	asphalt/concrete/pipe	9
Tandem and Transfer	ordinary material	19
Tandem and Transfer	asphalt/concrete/pipe	13

4. Contractor to provide truck slips detailing location type of common excavation, time loaded and location of dump site. The slips are to be given to Contract Administrator by the end of shift or Contract Administrator can deny quantities subsequently submitted.
5. Payment for on site re-use includes excavation, transport, temporary stockpiling, placement, compaction, boning, adjustment of moisture content, spreading and grading of material anywhere on site or within the work zone, as needed, to establish the roadway & pathway cross-section.

Payment will be made at the respective unit prices bid in the Schedule of Quantities and Prices and will include all labour, and equipment required to complete the work, including saw cutting and offsite disposal. It is the responsibility of the contractor to locate and verify all utilities.

		Delete 1.8.10 and replace with the following	Payment for replacement of areas of unsuitable granular base, granular subbase or sub-grade revealed during proof rooling will include excavation with off-site disposal, supply & compaction of granular base material (25 mm minus), and all remedial work required to achieve a suitable base. Payment with be based on the cubic metre volume removed.
2.0	**PRODUCTS**		
2.2	**Specified Materials**	Delete 2.2.1.3	Pit Run Sand.
		Delete 2.2.1.4	River Sand.
		Delete 2.2.2	

END OF SECTION

1.5 Measurement and Payment Add 1.5.4

Payment for this item will be made for the depth specified in the Schedule of Quantities in the Form of Tender is for the removal of existing asphalt, granular & native materials within the roadway to the depth specified, as detailed in the Contract Documents, regardless of removal method, as conditions of the existing asphalt pavement may or may not be suitable for removal by cold milling operations. If asphalt removal is done by excavation methods, there will be no common excavation quantity associated with the removal of granular to the removal depths indicated below design elevations.

Payment will be made for each square metre of asphalt removed, to the depths indicated in the Form of Tender, and includes the off-site disposal of all milled material. Payment includes mobilization, demobilization, demonstration milling test section, the cost of transport & disposal off-site, saw cutting, street sweeping or cleaning to allow for the placement of required thickness of asphaltic concrete. Saw cutting and milled key at project limits will be incidental under payment item 32 12 16 – Hot Mix Asphaltic Concrete Paving.

MILLING OF EXTENSIVE AREAS THAT CANNOT BE PAVED WITHIN 48 HOURS PERIOD (2 DAYS) WILL NOT BE PERMITTED.

No additional payment will be made for multiple passes or remobilization, as required, to mill to the depth(s) specified in the Schedule of Quantities in the Form of Tender.

Removal of asphalt curb, all heights, will be treated as incidental work.

END OF SECTION

1.4	**Measurement and Payment**	Delete 1.4.1 and replace with the following	Measurement for granular base of variable thickness will be for actual quantity placed based on weigh tickets provided to Contract Administrator as loads are delivered.
		Delete 1.4.2 and replace with the following	Measurement for granular base for each specified thickness will be for the actual area placed.
		Delete 1.4.3 and replace with the following	Payment for Subsection 1.4.1 & 1.4.2 above includes supply, placement and compaction of granular base material, adjustment of moisture content, and boning & shaping to establish the road cross-section, factored into the unit price bid in the Schedule of Quantities and Prices.
		Delete 1.4.4 and replace with the following	Payment for removal of unsuitable subgrade including disposal off-site prior to direct placement of granular subbase will be made under Section 31 24 13 – 1.8.5 Common Excavation.
2.0	**PRODUCTS**		
2.1	**Granular Base**	Add 2.1.1.3	25 mm minus crushed gravel conforming to the gradation specifications for Collector/Arterial Roads under Section 31 05 17S – 2.10.3.
3.0	**EXECUTION**		
3.5	**Proof Rolling**	Delete 3.5.1 and replace with the following	For proof rolling, use fully loaded single axle, to 80 KN (18, 000 lb) minimum, dump truck.
		Add 3.5.7	Prior to paving with asphalt concrete, the base surface shall be checked by the *Contract Administrator* and the City, for deflections utilizing a Benkelman Beam, in order to insure that the final rebound requirements can be obtained with the asphalt pavement. In the event that such deflection are in excess of those required to produce the final standards, than the base shall be adequately strengthened by additional gravel or asphalt concrete to insure that final deflections as follows are not exceeded. The Benkelman spring rebound value of the completed pavement surface shall not at any point exceed 0.75 mm for arterial industrial roads and lanes, 1.15 mm for collector roads, and 1.5 mm for local roads and lanes as determined in the procedures outlined in the Transportation Association of Canada publication "Pavement Management Guide."

END OF SECTION

1.5	**Measurement and Payment**	Delete 1.5.1 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.
		Delete 1.5.2 and replace with the following	Pavement surface cleaning, as per section 32 01 11, and all other work incidental to the application of tack coat is deemed to be incidental to payment for work described in other Sections unless shown otherwise in the Schedule of Quantities and Prices.
3.0	**EXECUTION**		
3.2	**Application**	Add to 3.2.3	Asphalt tack coat to be applied using a truck mounted spray bar unless otherwise approved by the *Contract Administrator* and the City. Contractor shall demonstrate, to the *Contract Administrator* and the City, prior to application that all spray nozzles are operational and providing a consistent application.

END OF SECTION

1.0 GENERAL

1.4 Submission of Mix Design

Delete 1.4.1 and replace with the following

Submit asphalt concrete mix design, including RAP content and trial mix test results to Contract Administrator for review at least two weeks prior to commencing work.

1.5 Measurement and Payment

Delete 1.5.1 and replace with the following

Payment for asphaltic concrete paving includes all construction joint preparation, asphaltic surface milling to tie into existing asphalt, saw cutting, supply and placing of the asphaltic concrete, tack coat, compaction and cleaning frames, covers and lids of castings affected and taped temporary pavement markings.

Measurement for asphaltic concrete paving for the specified design mixes will be made at the respective unit prices bid in the Schedule of Quantities and Prices and incorporated into Work will be asphalt concrete actually based on weigh tickets provided to the Contract Administrator as loads are delivered.

The contractor will not receive any additional compensation above the respective unit prices bid in the Schedule of Quantities and Prices for Hand Work, Special Equipment & Machinery to complete the Hot Mix Asphaltic Paving Work as shown on the Contract Drawings or as directed by the Contract Administrator.

MILLED SURFACES MUST BE PAVED WITHIN 48 HOURS PERIOD (2 DAYS).

For measurement and payment purposes, Contract Administrator may calculate payment on actual area paved to the thickness specified in in the Schedule of Quantities and Prices and as shown on the Contract Drawings.

Delete 1.5.3 and replace with the following

Payment for asphaltic concrete sidewalks, pathways, driveways, and infill strips paving includes all construction joint preparation, saw cutting, supply and placing of the asphaltic concrete, tack coat, compaction and cleaning frames, covers and lids of castings affected.

Measurement for asphaltic concrete paving for the specified design mixes for will be made at the respective unit prices bid in the Schedule of Quantities and Prices and incorporated into Work will be asphalt concrete actually based on weigh tickets provided to the Contract Administrator as loads are delivered.

Payment for this item includes all applicable materials and work described in 1.5.1.

Delete 1.5.4 and replace with the following

Payment for extruded 150mm asphalt concrete curb will include asphaltic concrete, all preparatory & construction preparation, pavement cleaning, tack coat and placing by extrusion.

The Contractor is responsible for the protection of the new placed curb until it can accept vehicle traffic, the contractor will not receive any compensation for protecting the curb and the Contract Administrator may reject any curb that is not protected and damaged.

Payment for this item includes all applicable materials and work described in 1.5.1.

1.6	**Inspection and Testing**	Add 1.6.3	Test cores are to be taken in the areas of new paving and will include cores along construction joints to ensure compliance with the required design and compaction.
2.0	**PRODUCTS**		
2.1	**Materials**	Add 2.1.2.1	Usage of recycled asphalt shingles or any other materials not specified in the Contract Documents will not be permitted.
		Add 2.1.2.2	Usage of softening agents, rejuvenators, or recycling agents will not be permitted.
2.2	**Mix Design**	Delete 2.2.2 and replace with the following	Mix may contain up to a maximum of 10 % by mass of RAP for Upper Course Asphalt and 15 % by mass of RAP for Lower Course Asphalt without a special mix design. The *Contract Administrator* and the City may approve higher proportion of RAP if *Contractor* demonstrates ability to produce mix meeting requirements of the specification.
		Delete 2.2.3.2 Marshall Stability and replace with the following	Marshall Stability at 60ºC for both lower and upper courses to be 10 KN min.
3.0	**EXECUTION**		
3.3	**Preparation**	Delete 3.3.3 and replace with the following	The *Contractor* is responsible for adjusting all utility manhole frames and valve boxes, belonging to Coquitlam and/or other agencies that are affected by the road works. All adjustments to utilities must be completed to the satisfaction of the utility owner. Utility adjustment within the paved surface will be considered incidental to the *Work* unless otherwise noted in the *Contract Documents*. The *Contractor* should note that certain utility owners may decide to complete their own adjustments. The *Contractor* will be required to cooperate with any utility company providing their own adjustments. The *Contractor* shall be responsible to contact the appropriate utility company with in minimum of seventy-two (72) hours of the work. No adjustment shall be made without the written approval of the utility company. <u>All manholes must be vertically adjusted a minimum of twenty-four (24) hours prior to paving.</u> The use of riser rings for adjusting manhole frames and value boxes will not be permitted.
3.7	**Joints**	Delete 3.7.5 and replace with the following	Construct butt joints at locations as shown on the *Contract Drawing* and as directed in the field by the *Contract Administrator* and the City.

END OF SECTION

1.0 GENERAL

1.2 Scope

Delete 1.2.1 and replace with the following

Pavement Markings: Miscellaneous taped temporary and permanent pavement paint markings including pedestrian crosswalk, merge and diverge markings, stop lines, solid and broken line road lane markings including edge lines of merge and diverge markings, bike symbols, etc. to be provided as shown on the *Contract Drawing*.

1.5 Measurement and Payment

Delete 1.5.2 and replace with the following

All permanent markings shall be marked with thermoplastic road markings as specified under Section 32 17 23S, 2.1 Materials, unless shown otherwise in the Schedule of Quantities and Prices.

Delete 1.5.3 and replace with the following

The lump sum payment for permanent thermoplastic pavement markings covers supplying all materials and completing all the permanent thermoplastic pavement markings necessary to provide markings as shown on the Contract Drawings.

NOTE: PAYMENT FOR PERMANENT THERMPOPLASTIC PAVEMENT MARKINGS WILL NOT BE MADE UNTIL ALL TEMPORARY PAVEMENT MARKINGS AND REFLECTIVE DEVICES HAVE BEEN REMOVED.

Delete 1.5.4 and replace with the following

Payment for signage is on a lump sum basis and includes all sign poles, bases, sleeves, sign relocations and sign installations (complete). The City will supply all sign tabs as required.

1. Installation of each new sign pole, cap, sleeve and trapezoidal base includes all costs to supply all materials, labour and equipment and incidentals necessary to the sign structure as shown on the Contract Drawings and as directed by the Contract Administrator.

2. Installation of each sign on a lamp standard pole or sign pole includes sign mount clamps and all costs to supply all materials, labour and equipment and incidentals necessary to install each sign as directed by the Contract Administrator.

Add 1.5.5

Payment for the supply and installation of Recessed Raised Pavement Markers (RPM) will be on a unit quantity basis and shall include all labour, equipment, and materials required to install recessed RPMs as described in the BC MOT Manual of Standard Traffic Signs and Pavement Markings, Chapter 7.5.1. and Contract drawings.

Add 1.5.6

Payment for the removal and re-installation of existing delineators is to be paid on a lump sum basis and shall include all labour, equipment, materials, and incidentals to complete these works. All unused delineators shall be returned to the City.

2.0 PRODUCTS

2.1 Materials

Delete 2.1.1 and replace with the following

All permanent paint markings shall be marked with thermoplastic manufactured by LAFRENTZ Road Markings, HITEX North America (HiBrite Extrude Thermoplastic), or ENNIS-FLINT (Extruded Thermoplastic).

Delete 2.1.6 and replace with the following

Pavement Markings:

Delete 2.1.7 and replace with the following

Thermoplastic material

.1 Material composition shall be at the discretion of the manufacturer subject to the approval of the Contract Administrator and the City. Each formulation shall be identified by a code number.

.2 No retained water when tested by ASTM D-570.

.3 Specific gravity of the supplied product shall be within 3 % of that specified for the selected formulation.

.4 Material shall not deteriorate upon contact with deicing chemicals, gasoline, diesel fuel or grease dropped by traffic.

.5 Material shall not break down, deteriorate, scorch or discolour, if held within the application temperature range specified by the manufacturer for a period of four hours and it must be able to be reheated from room temperature to the application temperature four (4) times without showing any of these detrimental effects.

.6 When applied at the temperature recommended by the manufacturer and at a film thickness of 2 to 4 mm, the material shall set solid and show no tracking under traffic after elapsed times as follows:

.1 Two (2) minutes at an air temperature of 10° C, relative humidity less than 75 %, and road surface temperature from 10° C to 20° C.

.2 Five (5) minutes at an air temperature of 32° C, relative humidity less than 75 %, and road surface temperature from 35° C to 50° C.

.3 The drying time under conditions intermediate between the two air temperatures shall be interpolated using a straight line model.

.7 The quantity, type, and gradation of the component reflecting glass spheres premixed in the thermoplastic material shall be at the discretion of the manufacturer, but shall provide retroreflection levels specified below.

Add 2.1.11

Green Surface Treatment:

.1 Material approved shall be “Traffic Patterns” thermoplastic by Ennis-Flint or MMA (Methyl Methacrylate).

.2 The MMA Skid Resistant Material shall meet the following requirements:

.1 Be Ultra-Violet Stable.

.2 Be ISO Certified Durable Road Marking Material.

.3 Utilize 0.5mm – 1mm aggregate within the MMA to create skid resistance of 49 BPN.

.4 Green Colour (Pantone #) to be approved prior to application.

.3 Product details and specification to be submitted to *Owner* for Final Approval.

3.0 EXECUTION

Add to 3.3.1.3

Temporary raised pavement markings (TRPMs) are to be provided on all collector and arterial roadways as directed by the *Contract Administrator* and the City.

3.3	**Application**	Delete 3.3.3.3 and replace with the following	Thermoplastic material shall be heated in the melter to a temperature of 382 °F.

END OF SECTION

1.0 GENERAL

1.1 Related Work

Add 1.1.6 — Hot Mix Asphalt Concrete Pavement — Section 32 12 16

Add 1.1.7 — Portland Cement Concrete Paving — Section 32 13 13

1.5 Measurement and Payment

Delete 1.5.2 and replace with the following

Catchbasin and lawn basin Installation will be defined as supplying and installing a new catch basin or lawn basin for each type specified and setting to the finished grade. Payment includes excavation, disposal of surplus excavated material, supply of all units, base preparation, bedding, import backfill, catchbasin preparation to accommodate catchbasin connection, installation of all in-situ concrete work, cast-in-place concrete, pipes, fittings, catch basin base, concrete barrel, concrete riser, pvc sanded stub, donut ring, H20 rated concrete frame/lid, metal frame, inlet and grate, aluminum trapping hood and related materials together with all labour, materials and equipment required.

Catchbasin/lawnbasin lead work will be made under Section 33 40 01S – Clause 1.6.5.

Delete 1.5.3 and replace with the following

Adjustment & Replacements of tops of existing units will be measured in units adjusted as defined below and paid for under their respective Items in the Schedule of Quantities.

No payment will be made under these items for cleaning Valve Boxes, Monument Boxes, Frames, Covers and Lids of Castings as part of the operation for asphaltic concrete paving.

No Payment will be made for Monument Boxes, Lawn Drains, Cleanouts and Inspection Chambers, these adjustments will be treated as incidental work.

All manholes & valve boxes must be vertically adjusted a minimum of twenty-four (24) hours prior to paving.

The use of Steel/Metal Casting Risers Rings will not be accepted to adjust manholes or water valves to the final elevation (finish grade).

.1 Manhole frames and lids replacement & adjustment will be defined as supplying and installing a new manhole frame and lid and setting to the finished grade. Replacements shall include jackhammering, removal and disposal of the existing frame and lid, replacement, removal or addition of concrete brick (maximum of 3 or minimum of 1) or precast concrete riser rings, cement mortar, supply and installation of new manhole frame and lid set to finish grade, temporary asphalt ramping or patching and all other incidental work.

Unit Price for adjustments to each manhole includes adjusting manholes to the asphalt base lift and then to the asphalt final lift (finish grade) – No additional payment will be made for adjusting manholes.

.2 Water Valve Box replacements will be defined as supplying and installing a new Nelson Type Terminal City Water Valve Box frame &

			lid and setting to the finished grade, temporary asphalt ramping or patching. Replacements shall include jackhammering, removal and disposal of the existing frame and lid and all other incidental work.
2.0	**PRODUCTS**		
2.1	**Materials**	Add 2.1.7.3	Any frame and cover assembly creating a point load on the concrete riser rings will not be permitted.
		Delete 2.1.12 and replace with the following	Catchbasin lids manufactured to ASTM C478M.
		Delete 2.1.16.2	
		Delete 2.1.17	
3.0	**EXECUTION**		
3.1	**Excavation and Backfill**	Add 3.1.2	For manholes, when base gravels are complete, excavate for grade rings and manhole frame assembly. Do not disturb the compacted road base beyond the excavation requirement.
3.3	**Manhole Installation**	Delete 3.3.12.2 and replace with the following	Allowable products are precast concrete risers and cast-in-place form system. Individual riser heights shall be 50mm, 75mm, or 100mm.
		Delete 3.3.12.5 and replace with the following	Proper layer of grout between the spacers, covering the entire surface of the rings, should be utilized.
		Delete 3.3.15 and replace with the following	Install drop structures as shown on the contract drawings to Coquitlam Standard Detail Drawing COQ-S4 and Standard Detail Drawing S3. Maximum allowable inside ramp shall be 250 mm invert to invert.
		Delete 3.3.17 and replace with the following	Ensure frames conform to design contour of pavement or existing surface. Manhole lids left raised in preparation for overlay paving shall have a rubberized protector ring or asphalt ramp. The use of riser rings for adjusting manhole frames will not be permitted.
3.5	**Catchbasin Installation**	Delete 3.5.1 and replace with the following	Install catchbasins as shown on Coquitlam Standard Detail Drawings COQ-S11A, COQ-S11B and Standard Detail Drawing S11, to general standards and installation procedures described under 3.3 of this Section.

END OF SECTION

Appendix A -

Traffic Management Detail Specifications

1.0 GENERAL

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

1.1 Related Works

.1 Traffic Regulation MMCD Section 01 55 00S.

1.2 References

.1 WorkSafe BC, Occupational Health and Safety (OHS) Regulation, Section 18 – Traffic Control.

.2 B.C. Ministry of Transportation (MOT) Traffic Control Manual for Work on Roadways.

1.3 Project Requirements

.1 A Road and Sidewalk Closure Permit is required by Coquitlam for all work affecting traffic flow related to construction. A permit is required for each specific construction interference with traffic flow. 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 www.coquitlam.ca/closure.

.2 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, payment for all work performed under this section, unless included in the Schedule of Quantities and Prices shall be treated as incidental work, including a Traffic Management Plan (TMP), Traffic Control Persons (TMP), traffic markings & all temporary traffic signs, devices as required for traffic & pedestrian safety; and all other items described in the Section 01 55 00S.

2.0 PRODUCTS

2.1 Traffic Management Plan

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

.2 The Traffic Management Plan (TMP) will consist of the following components:

- .1 Identification of risks to traffic during the Work
- .2 Traffic Control Plans for individual stages of the construction
- .3 Incident Management Plan for the response to an unplanned event and recording of incident information.

.3 Submission of the TMP is to be made to the *Contract Administrator* within five (5) days of the *Notice of Award* of the *Contract*, and must be approved by the *Contract Administrator* prior to start of the *Work*.

.4 Review of the TMP will be performed by the Contract Administrator. Comments for revisions to the TMP will be returned to the *Traffic Manager* for implementations.

.5 The Contractor shall comply with all the requirements of applicable laws, rules, regulations, codes and orders of the municipal and other appropriate authorities concerned with work on streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. All costs involved in respect to the above requirements will be deemed to be included in the Contract Price.

.6 The Contractor shall give due notice to local police and fire departments prior to beginning construction and shall comply in all respects with their requirements.

.7 The Contractor, during the progress of the work, shall make adequate provision to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the work so as to cause the minimum of inconvenience to the general public.

.8 The Contractor is required to maintain local traffic and driveway access during all stages of construction. This includes maintaining a 1.5m width walkway or pathway through the construction site for pedestrians.

.9 Where existing streets or roads are not available as detours, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible unless otherwise provided or authorized by the Contract Administrator. If half the street only is under improvement, the other half shall be conditioned and maintained as detour.

2.2 Incident Management and Reporting

.1 The Contractor shall facilitate incident response vehicles and staff and move traffic safely and expeditiously through or around an incident on site and provide assistance to emergency response personnel as required. An incident includes, but is not limited to, motor vehicle accidents, emergency road repairs, disabled vehicles, and debris on the road. The immediate response to an emergency shall by necessity make use of available devices and

equipment.

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

2.3 Traffic Control Plans

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

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

.2 The Contractor shall prepare weekly the anticipated traffic control activities, locations, and durations for the upcoming week.

.3 Permissible delays shall only be considered outside Peak Hours. Permissible delays are categorized as follows:

a) Minor Delays - Less than two (2) minutes in duration; for occasional interruption due to construction activities. These delays shall be coordinated with available breaks in the traffic flow.
b) Major Delays - Maximum five (5) minutes in duration; for occasional interruption of traffic for construction activities if traffic volumes permit. These delays shall be coordinated with available breaks in the traffic flow.

.4 The Contractor is responsible for ensuring that the flow of traffic is unimpeded by construction-related activities.

3.0 EXECUTION

3.1 Traffic Control Plan

.1 A copy of the approved current Traffic Plan must be held on site by both the Site Superintendent as well as the person/company responsible for the traffic control implementation.

.2 Failure to produce a valid approved Traffic Plan on site, or having work not follow the Traffic Control Plan will result in immediate shut-down of the work. The Contractor will be required to safely restore facility conditions to allow traffic flow at their expense. The Contractor must take all steps to acquire an approved Traffic Control Plan before work can re-start on site. No claim will be accepted by the Owner for costs associated with this work shut-down.

3.2	Road and Sidewalk Closure Permits	.1	The Contractor must have, on-site, a copy of an approved Road and Sidewalk Closure Permit valid for the work being done. Failure to produce a valid Road and Sidewalk Closure Permit on-site will result in shut-down of the work. Failure to comply on what is stated on the approved permit will result in shut-down of the work. The Contractor will be required to safely restore facility conditions to allow traffic flow at their expense. The Contractor must take all steps to acquire a Road and Sidewalk Closure Permit before work can re-start on site. No claim will be accepted by the Owner for costs associated with this work shut-down.
3.3	Traffic Control Personnel & Equipment	.1	The Contractor shall supply all necessary traffic control devices required to perform traffic control services for the project. Signs and traffic control devices not applying to existing conditions shall be removed. Where operations are carried out in stages, only those traffic control devices that apply to the current stage are to be left in place.
		.2	There must be sufficient Traffic Control Persons (TCPs) on site to appropriately and safely direct traffic in all sections of the Work.
3.4	Signage	.1	Supply, installation, maintenance and removal of all works-related signs shall be the responsibility of the Contractor. The location and type of each sign shall be indicated on the approved Traffic Control Plan, for each stage of the works. Traffic control signs and devices must be positioned and used as specified in the Traffic Control Plan and signs and devices must be located so as to allow traffic to move by or through the work area in a controlled manner and, if necessary, to come to a controlled stop with due regard for the prevailing weather and road conditions. Signs shall be checked daily for legibility, damage, suitability and location. Signs and delineators shall be cleaned as frequently as necessary to ensure full legibility and reflectance.
3.5	Detours	.1	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.
3.6	Abrupt Changes in Surface Elevations	.1	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.

3.7 Cyclist and Pedestrian Access

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

3.8 Temporary Pavement Markings

.1 The Contractor shall be responsible for the application and removal of all temporary pavement markings and reflective devices.

All temporary markings must be removed after installation of permanent markings.

4.0 TRAFFIC RESTRICTIONS

4.1 Road and Sidewalk Closure Permits

.1 Minimum of Single Lane Traffic in each direction and all local traffic must be accommodated at all times. Detours and full road closure (with Local Traffic Only) will only be allowed during placement of asphalt paving.

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

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

.3 **Total Road Closure Is Not Permitted**

.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.
- Access to properties to be maintained
- Sufficient Traffic Control Persons are required for each Road and Sidewalk Closure (or any work activities), <u>including side</u>

street intersections, to safely guide traffic through the work site.

5.0 HOURS OF WORK

5.1 Allowable Hours of Work

.1 **The hours of work shall be from 0700 h to 1900 h inclusive Monday to Friday and 0900 h to 1800 h inclusive Saturdays, unless noted otherwise.**

.2 Some allowances may be made for paving operations, depending on a proposal acceptable to the Contract Administrator.

.3 Line Marking work may be performed at night, (21:00 to 05:00). No work is allowed on Sundays without specific written permission from Contract Administrator.

6.0 CONSTRUCTION OPERATIONS

6.1 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**.

6.2 Road Specific Considerations

.1 Ensure that Traffic Management Plan accommodates businesses and residences during construction activities.

6.3 Work stoppage due to traffic

.1 The City will not control or direct traffic control activities of the Contractor, but may require an immediate stop to any work where, in the sole opinion of the Contract Administrator, the provided traffic management plan is ineffective or creating unreasonable delays

6.4 Construction Activity and Signage

.1 The Contractor will be responsible to place other construction information signs as required to inform the public of construction activities, and ensure safe travel through the work site.

6.5 Construction Zone Information Signs

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

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

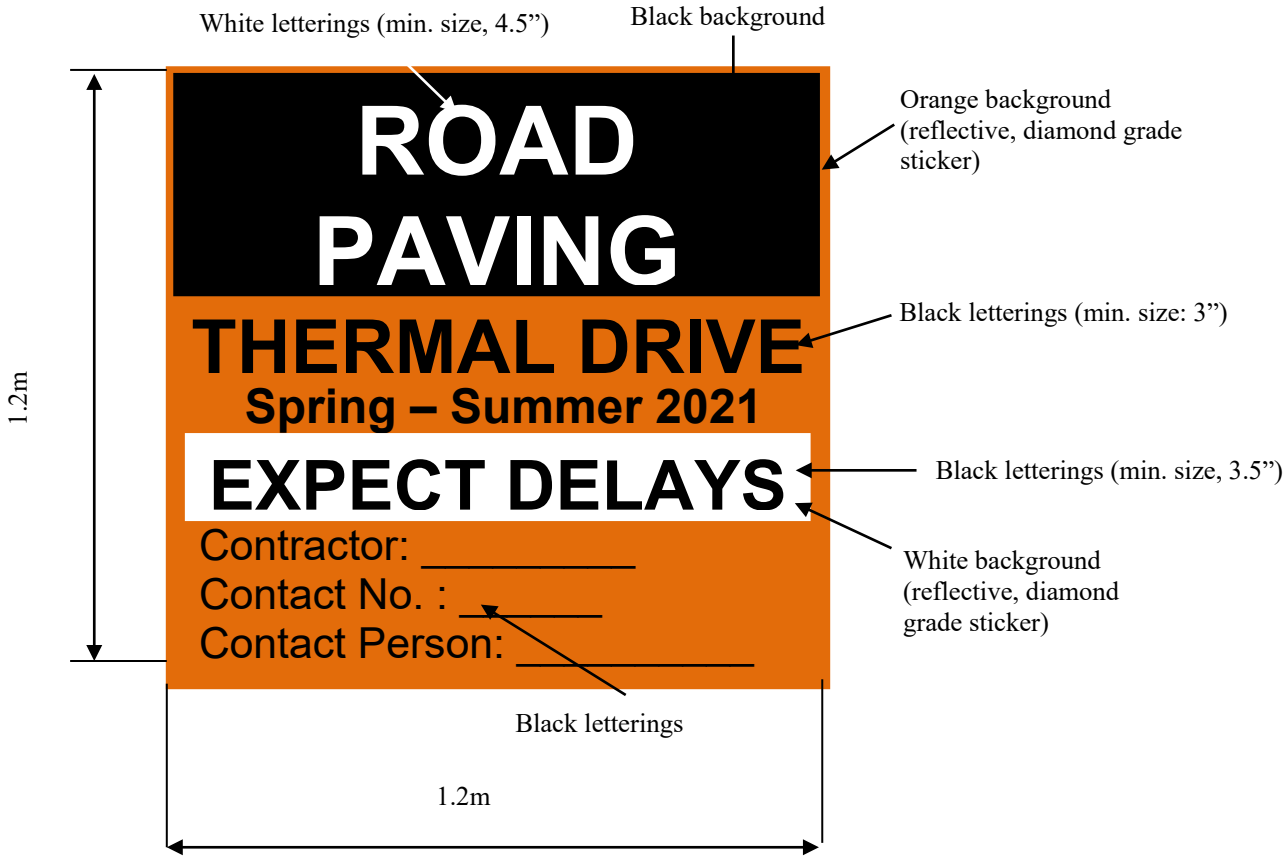
- northbound, NE corner of Como Lake Ave & Thermal Drive
- northbound, NE corner of Como Lake Ave & Seymour Drive

- northbound, NE corner of Como Lake Ave & Baker Drive
- WB & EB Como Lake; put "USE ALT ROUTE" instead of "EXPECT DELAYS"

(exact locations to be determined on site by Contract Administrator)

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

Construction Zone Information Signs to follow specifications below:



6.6 Changeable Message Sign (CMS)

This location will require Changeable Message Signs (CMS):

1. Southbound Thermal Drive

Exact location to be discussed at the pre-construction meeting.

The CMS board is required to be in service minimum of **one week prior to construction start** to provide advance warning to motorists. CMS must be able to handle minimum of 3 lines per page/screen.

APPENDIX 1

Coquitlam

City of Coquitlam

Road and Sidewalk Closure Permit Request

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

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

Permit Fee - ~~$79.00 (Effective February 1, 2013)~~

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

Application Date: _____

City Project Number (if applicable): 72495

Contact Information

Company Name: _____

Applicant Name: _____

Name of Contractor doing work for Company/Applicant: _____

Phone: _____ **Fax:** _____

24 Hour Emergency Phone: _____ **Email:** _____

Location, date and time, and traffic control plan information

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

☐ 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

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*

Appendix B –

As-Built Records

As-Builts are available in the City's website,
https://www.coquitlam.ca/701/City-Maps

FORTIS INTERMEDIATE PRESSURE (IP) GAS PIPELINE:

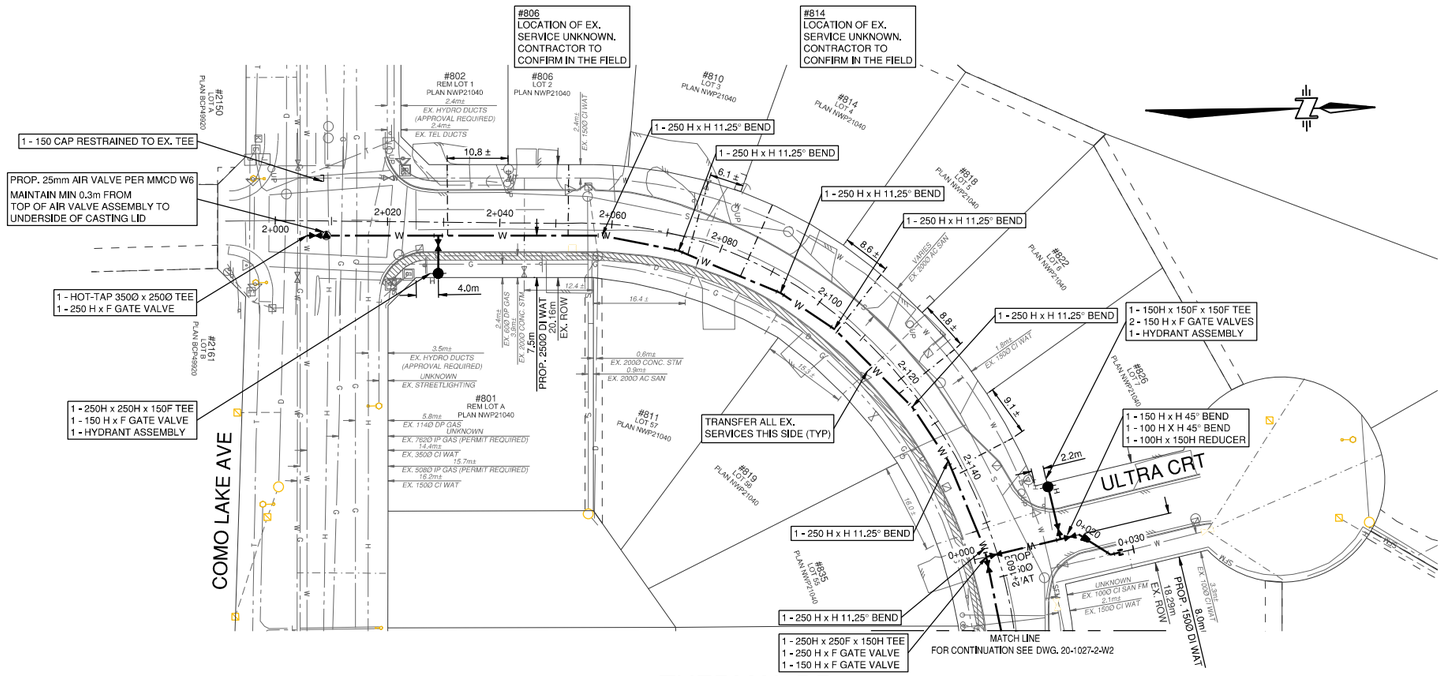
1. EX. 508mmØ IP GAS AND 762mmØ IP GAS LINE LOCATIONS ARE APPROXIMATE FOR REFERENCE ONLY.CONTRACTOR TO PERFORM BC-ONE CALL PRIOR TO CONSTRUCTION AND NOTIFY THE APPLICABLE AUTHORITY 3 DAYS PRIOR TO MOBILIZATION ON SITE.

2. ANY PERSON PERFORMING WORK THAT DISTURBS THE GROUND SURFACE WITHIN 30M OF A INTERMEDIATE PRESSURE PIPE SHALL FOLLOW THE "OIL AND GAS ACTIVITIES ACT REQUIREMENTS". CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM FORTIS BC.

BC HYDRO DIRECT BURIED HIGH VOLTAGE TRANSMISSION DUCT BANK:

1. EX. BC HYDRO 230kV TRANSMISSION DUCT BANK LOCATION IS APPROXIMATE FOR REFERENCE ONLY. CONTRACTOR TO PERFORM BC-ONE CALL PRIOR TO CONSTRUCTION AND NOTIFY THE APPLICABLE AUTHORITY 3 DAYS PRIOR TO MOBILIZATION ON SITE.

2. BC HYDRO TRANSMISSION ENGINEERING APPROVAL IS REQUIRED PRIOR TO COMMENCEMENT OF WORK WHEN CROSSING THE DIRECT BURIED TRANSMISSION DUCT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM BC HYDRO FOR PROPOSED WORK WITHIN 10m OF THE DIRECT BURIED HIGH VOLTAGE TRANSMISSION DUCT BANK.

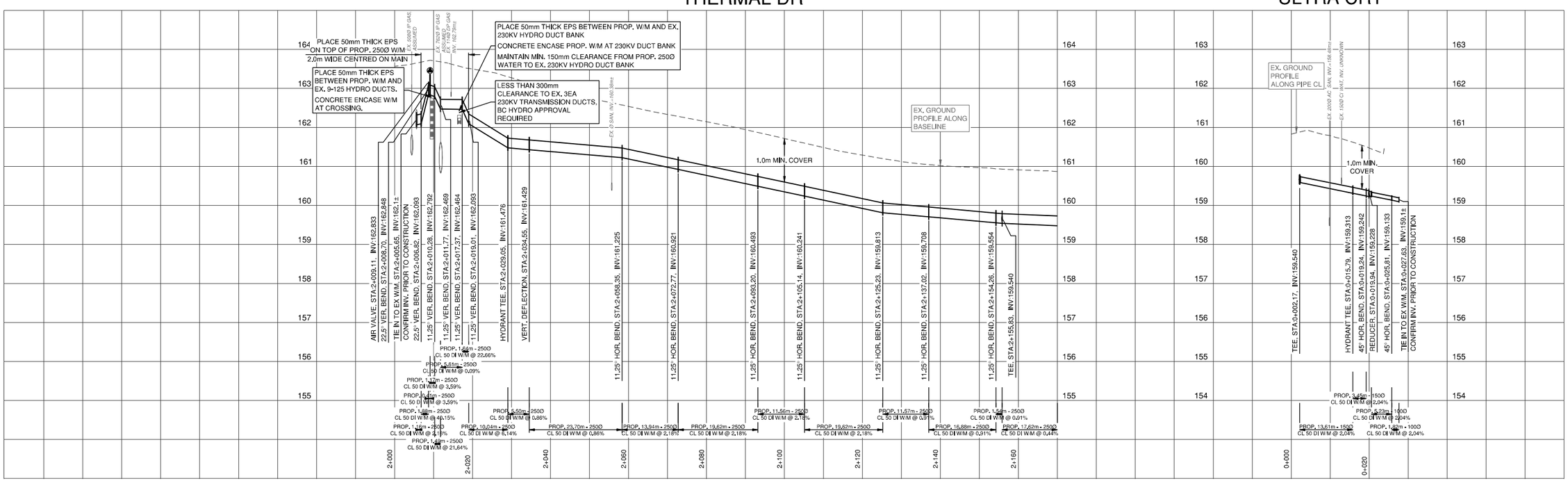


THERMAL DR

ULTRA CRT

BENCHMARK:
SURVEY CONTROL MONUMENT 73H0332 IN SIDEWALK ON S SIDE OF THERMAL DR OPPOSITE HOUSE 919 & NEAR INT. OF SEYMORE DR. ELEVATION =160.681 M

CONTRACTOR SHALL PRE-LOCATE AT ALL UTILITY CROSSINGS TO CONFIRM LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND INFRASTRUCTURE PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER WHERE CONFLICTS EXISTING.



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CONSTRUCTION

Edge of pavement	Hydrant	Sanitary service	Hydro Guy Wire
Watermain and valve	Water air valve	Sanitary cleanout	Hydro Kiosk
Drainage sewer, MH	Water blowoff	Utility pole(joint pole)	Vegetation Conifer
Drainage ditch	Water service	Utility pole with light	Vegetation Deciduous
Sanitary sewer, MH	Catch basin, top inlet	Streetlight, davit	Vegetation Shrub
Sanitary forcemain	Catch basin, side inlet	Streetlight, post top	Survey Traverse Hub
Gasmain and valve	Catch basin, round	Comb signal pole	Survey Iron Pin
Hydro duct, MH	Drainage service	Traffic signal pole	Survey Lead Plug
Telephone duct, MH	Drainage cleanout	Junction box	Survey Monument

No.	Date	By	Revisions
5	2021-03-25	LY	ISSUED FOR CONSTRUCTION
4	2021-03-12	LY	ISSUED FOR ADDENDUM #1
3	2021-02-23	LY	ISSUED FOR TENDER
2	2021-02-19	LY	ISSUED FOR 100% DESIGN
1	2021-02-05	RL	ISSUED FOR CONCEPTUAL REVIEW

Design by AS Date
Drawn by LY Date
Checked by MJ Date
Approved by TDB Date

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Coquitlam
Engineering & Public Works
3000 Guildford Way, Coquitlam, B.C. V3B 7N2

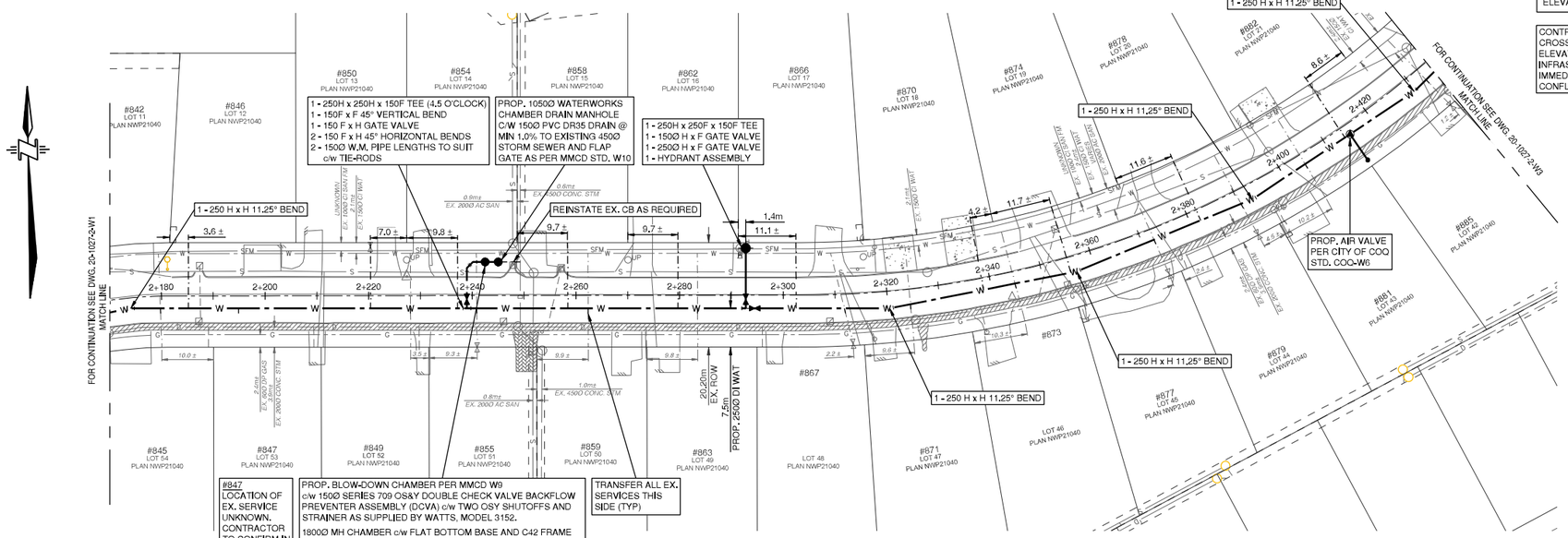
Scale horiz. 1:500 Scale vert. 1:50
Sheet 02 of 05
Eng. Project No. 20-1027

Project: THERMAL DR
COMO LAKE AVE TO ULTRA CRT
Description: WATERMAIN - PLAN & PROFILE
File: 20-1027-2-W1 REV. 5

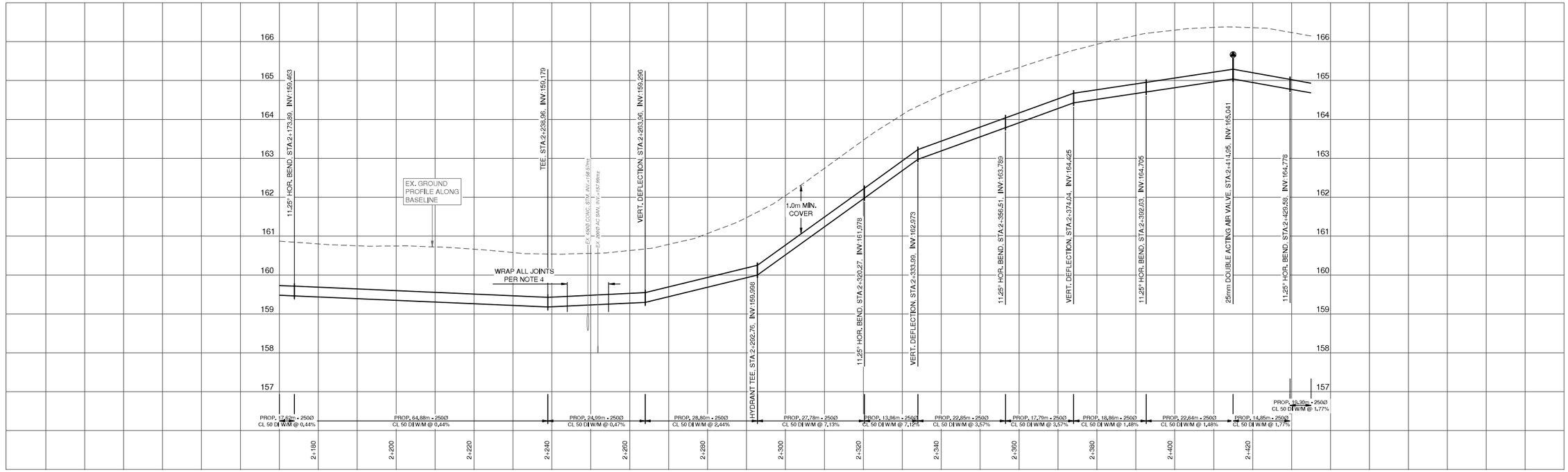
Plot Date: March 25, 2021

BENCHMARK:
SURVEY CONTROL MONUMENT 73H0332 IN SIDEWALK ON S SIDE OF THERMAL DR OPPOSITE HOUSE 919 & NEAR INT. OF SEYMORE DR. ELEVATION = 160.681 M

CONTRACTOR SHALL PRE-LOCATE AT ALL UTILITY CROSSINGS TO CONFIRM LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND INFRASTRUCTURE PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER WHERE CONFLICTS EXISTING.



THERMAL DR



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CONSTRUCTION

Edge of pavement	Hydrant	Sanitary service	Hydro Guy Wire
Watermain and valve	Water air valve	Sanitary cleanout	Hydro Kiosk
Drainage sewer, MH	Water blowoff	Utility pole(joint pole)	Vegetation Conifer
Drainage ditch	Water service	Utility pole with light	Vegetation Deciduous
Sanitary sewer, MH	Catch basin, top inlet	Streetlight, davit	Vegetation Shrub
Sanitary forcemain	Catch basin, side inlet	Streetlight, post top	Survey Traverse Hub
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Hydro duct, MH	Drainage service	Traffic signal pole	Survey Lead Plug
Telephone duct, MH	Drainage cleanout	Junction box	Survey Monument

No.	Date	By	Revisions
4	2021-03-25	LY	ISSUED FOR CONSTRUCTION
3	2021-02-23	LY	ISSUED FOR TENDER
2	2021-02-19	LY	ISSUED FOR 100% DESIGN
1	2021-02-05	RL	ISSUED FOR CONCEPTUAL REVIEW

Design by AS — Date
Drawn by LY — Date
Checked by MJ — Date
Approved by TDB — Date

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Coquitlam
Engineering & Public Works
3000 Guildford Way, Coquitlam, B.C. V3B 7N2

Scale horiz. 1:500 Scale vert. 1:50
Sheet 03 of 05
Eng. Project No. 20-1027

Project: THERMAL DR
ULTRA CRT TO 280M EAST OF ULTRA CRT
Description: WATERMAIN - PLAN & PROFILE
File: 20-1027-2-W2 REV. 4

Plot Date: March 25, 2021

BENCHMARK:
SURVEY CONTROL MONUMENT 73H0332 IN SIDEWALK ON S SIDE OF THERMAL DR OPPOSITE HOUSE 919 & NEAR INT. OF SEYMORE DR. ELEVATION = 160.681 M

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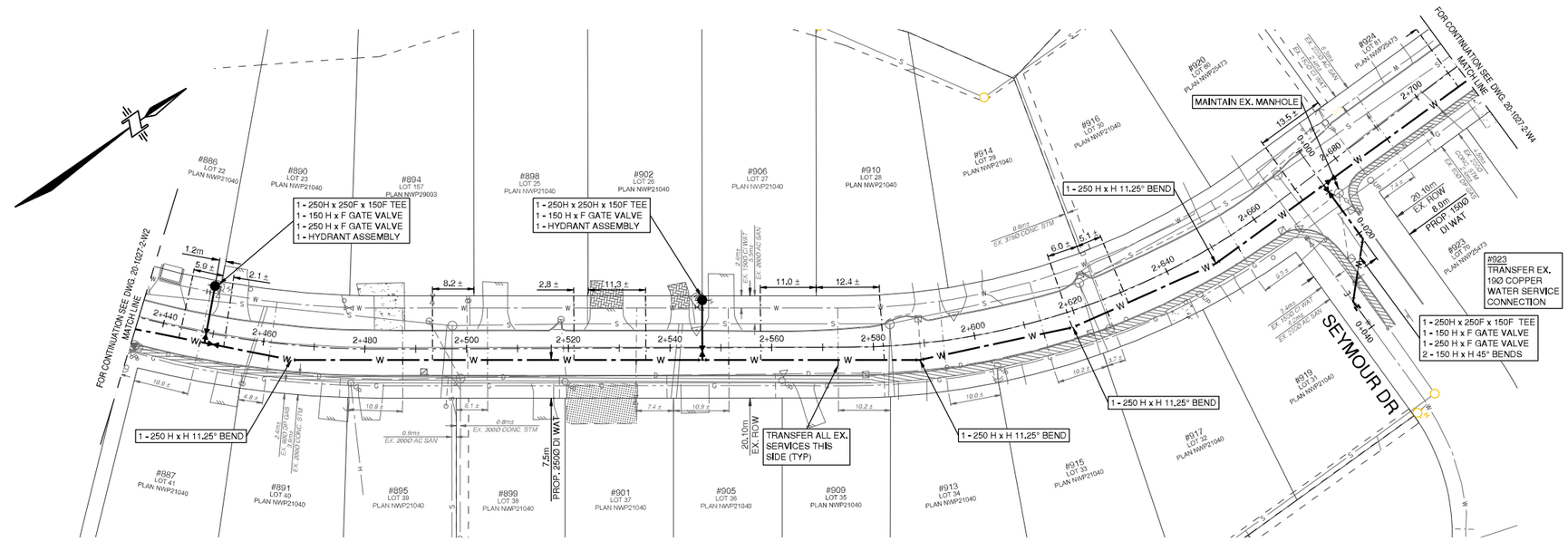
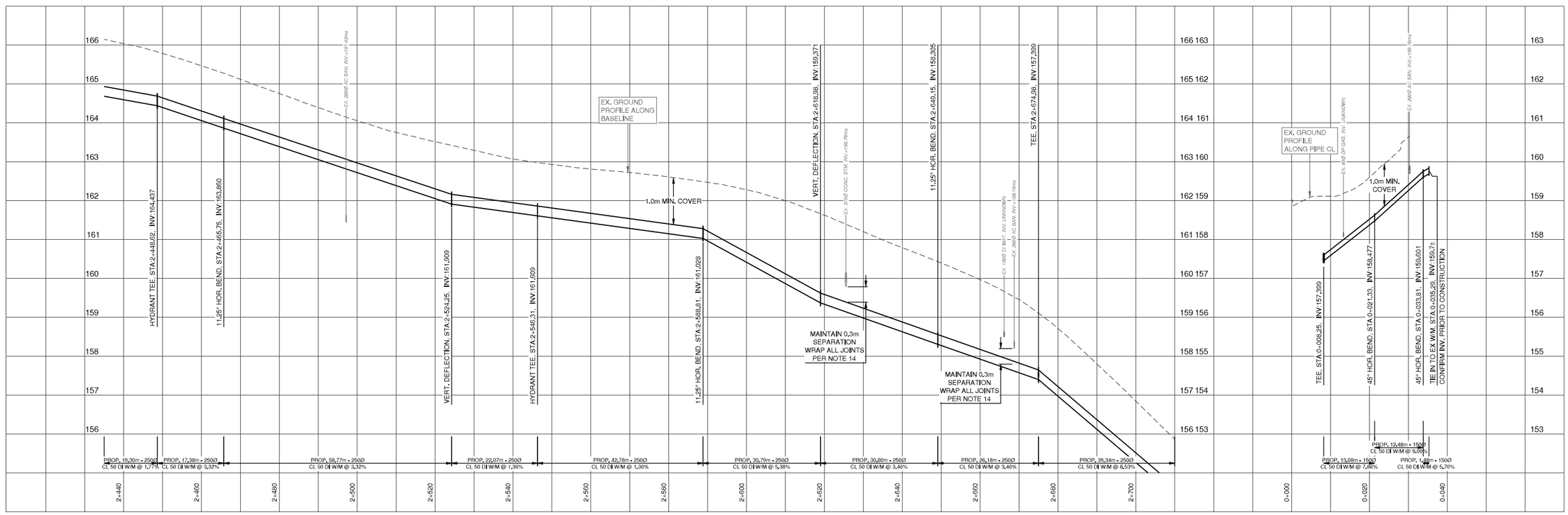


THERMAL DR

SEYMOUR DR



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CONSTRUCTION

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Watermain and valve	Water air valve
Drainage sewer, MH	Water blowoff
Drainage ditch	Water service
Sanitary sewer, MH	Catch basin, top inlet
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Traffic signal pole	Survey Lead Plug
Junction box	Survey Monument

No.	Date	By	Revisions
4	2021-03-25	LY	ISSUED FOR CONSTRUCTION
3	2021-02-23	LY	ISSUED FOR TENDER
2	2021-02-19	LY	ISSUED FOR 100% DESIGN
1	2021-02-05	RL	ISSUED FOR CONCEPTUAL REVIEW

Design by AS — Date
Drawn by LY — Date
Checked by MJ — Date
Approved by TDB — Date

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Coquitlam
Engineering & Public Works
3000 Guildford Way, Coquitlam, B.C. V3B 7N2

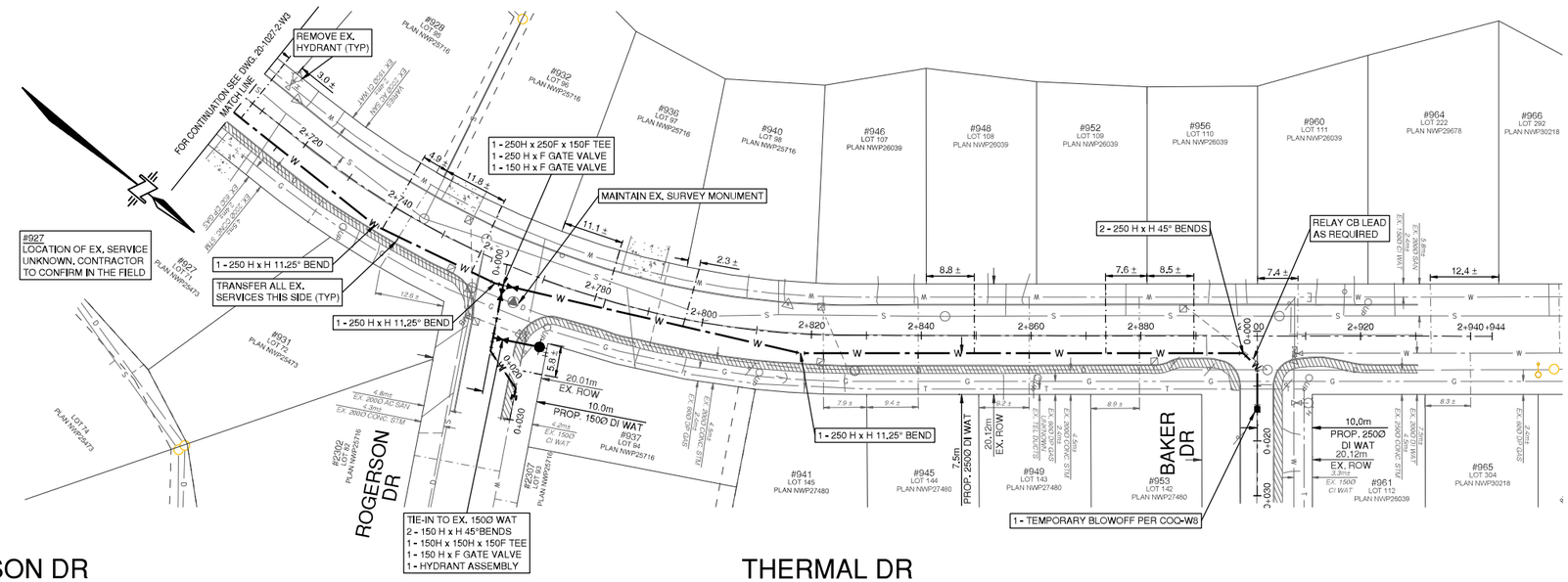
Scale horiz. 1:500 Scale vert. 1:50
Sheet 04 of 05
Eng. Project No. 20-1027

Project: THERMAL DR
280M EAST OF ULTRA CRT TO SEYMOUR DR
Description: WATERMAIN - PLAN & PROFILE
File: 20-1027-2-W3 REV. 4

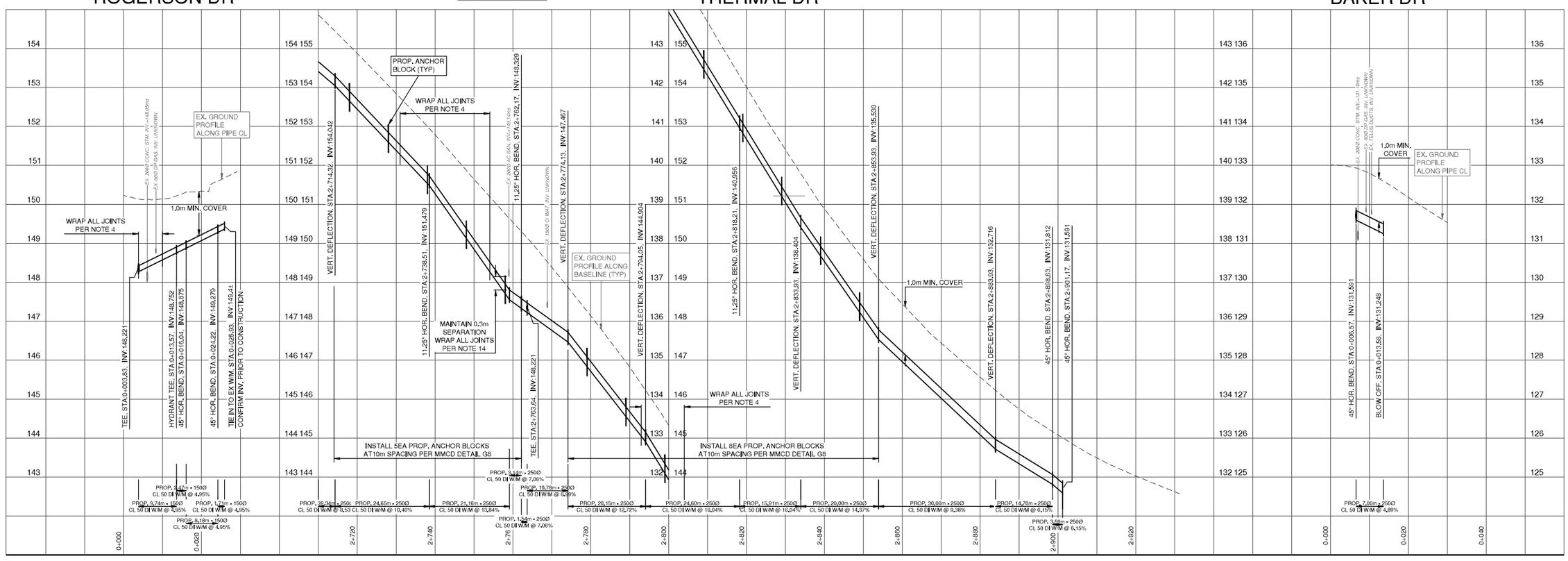
Plot Date: March 25, 2021

BENCHMARK:
SURVEY CONTROL MONUMENT 73H0332 IN SIDEWALK ON S SIDE OF THERMAL DR OPPOSITE HOUSE 919 & NEAR INT. OF SEYMORE DR. ELEVATION = 160.681 M

CONTRACTOR SHALL PRE-LOCATE AT ALL UTILITY CROSSINGS TO CONFIRM LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND INFRASTRUCTURE PRIOR TO CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER WHERE CONFLICTS EXISTING.



ROGERSON DR — THERMAL DR — BAKER DR



0 H 1:500 20m
0 V 1:100 4m

DISCLAIMER:
This drawing must not be reproduced without the written permission of FLF, Binnie & Associates Ltd.
This drawing is not to be used for construction unless it is stamped 'ISSUED FOR CONSTRUCTION' and signed by FLF, Binnie & Associates Ltd. It is the contractor's responsibility to ensure that he is in possession of the latest revision of this drawing.

CONSTRUCTION

Edge of pavement	Hydrant	Sanitary service	Hydro Guy Wire
Watermain and valve	Water air valve	Sanitary cleanout	Hydro Kiosk
Drainage sewer, MH	Water blowoff	Utility pole(joint pole)	Vegetation Conifer
Drainage ditch	Water service	Utility pole with light	Vegetation Deciduous
Sanitary sewer, MH	Catch basin, top inlet	Streetlight, davit	Vegetation Shrub
Sanitary forcemain	Catch basin, side inlet	Streetlight, post top	Survey Traverse Hub
Gasmain and valve	Catch basin, round	Comb signal pole	Survey Iron Pin
Hydro duct, MH	Drainage service	Traffic signal pole	Survey Lead Plug
Telephone duct, MH	Drainage cleanout	Junction box	Survey Monument

No.	Date	By	Revisions
4	2021-03-25	LY	ISSUED FOR CONSTRUCTION
3	2021-02-23	LY	ISSUED FOR TENDER
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3000 Guildford Way, Coquitlam, B.C. V3B 7N2

Scale horiz. 1:500 Scale vert. 1:100
Sheet 05 of 05
Eng. Project No. 20-1027

Project: THERMAL DR
SEYMOUR DR TO BAKER DR
Description: WATERMAIN - PLAN & PROFILE
File: 20-1027-2-W4 REV. 4

Plot Date: March 25, 2021

IMPORTANT:
HYDRO, GAS AND TELEPHONE **ARE NOT LOCATED** ON THE CITY OF COQUITLAM AS-BUILTS.
CONTACT BC HYDRO, TERASEN GAS AND TELUS FOR CURRENT AS-BUILTS PERTAINING TO THESE UTILITIES.

NOTE:
L**OCATION** OF EXISTING UTILITIES SHOWN **ARE APPROXIMATE ONLY** AND **SHOULD BE CONFRIMED BY A PIPE LOCATOR AND MANUAL DIGGING.** ALL OR ANY EXISTING STRUCTURES ARE NOT NECESSARILY SHOWN.

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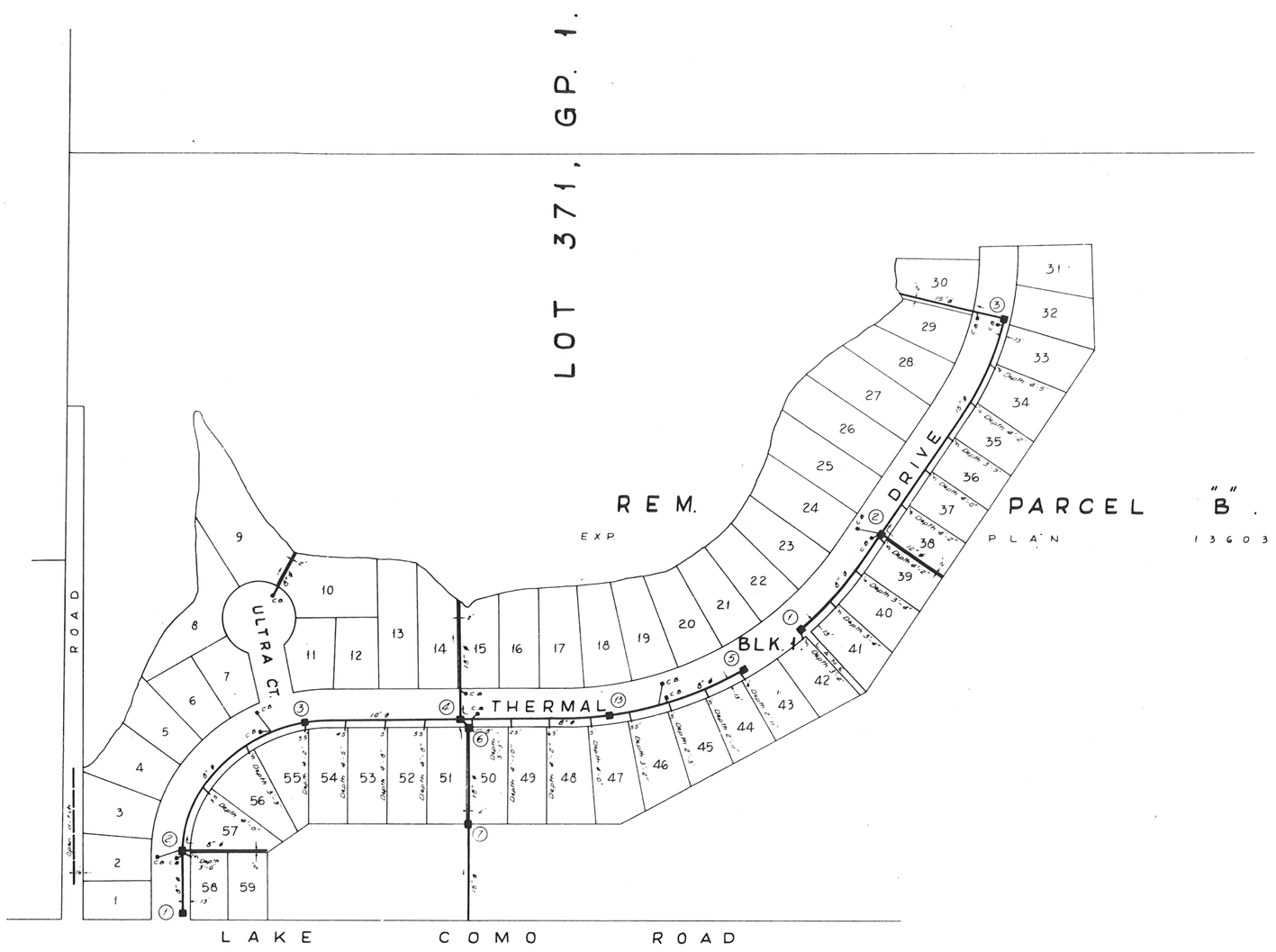


LEGEND

8", 10", 15" & 18" Concrete laterals shown thus,
4" Lot connections shown thus,
Depth 4" lot connections shown thus,
Manholes shown thus,
Catch basins shown thus

D-16-1

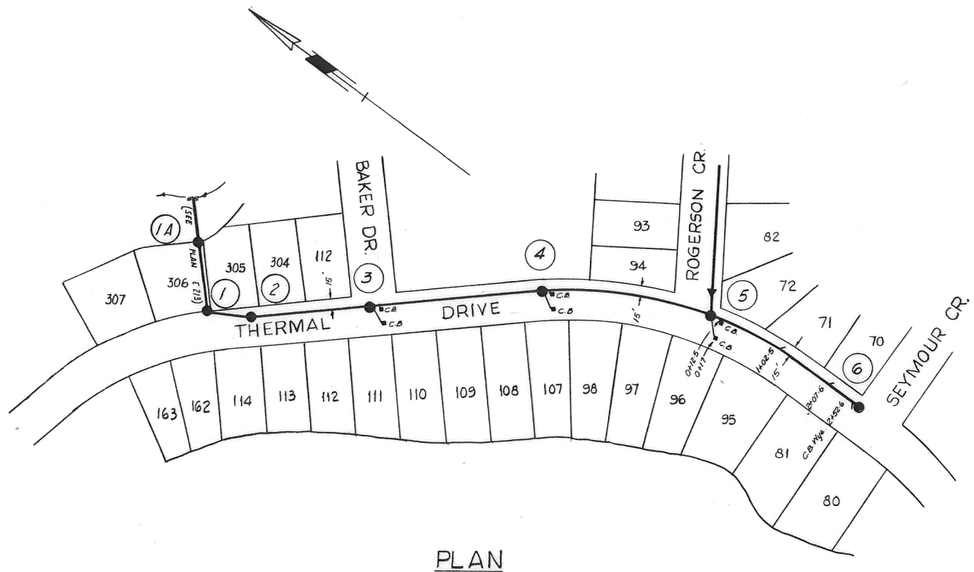
HARBOUR CHINES HEIGHTS SUBDIVISION

PLAN
STORM SEWERS.
CONSTRUCTION 1960

SCALE	DRAWN: P.B.	DATE: MARCH 15/63
1 IN = 100 FT	TRACED: J.B.	DWG. NO. 1 OF 1
	CHECKED	

HUNTER, DOUGLASS & CROCKFORD
SURVEYORS & ENGINEERS NEW WESTMINSTER B.C.

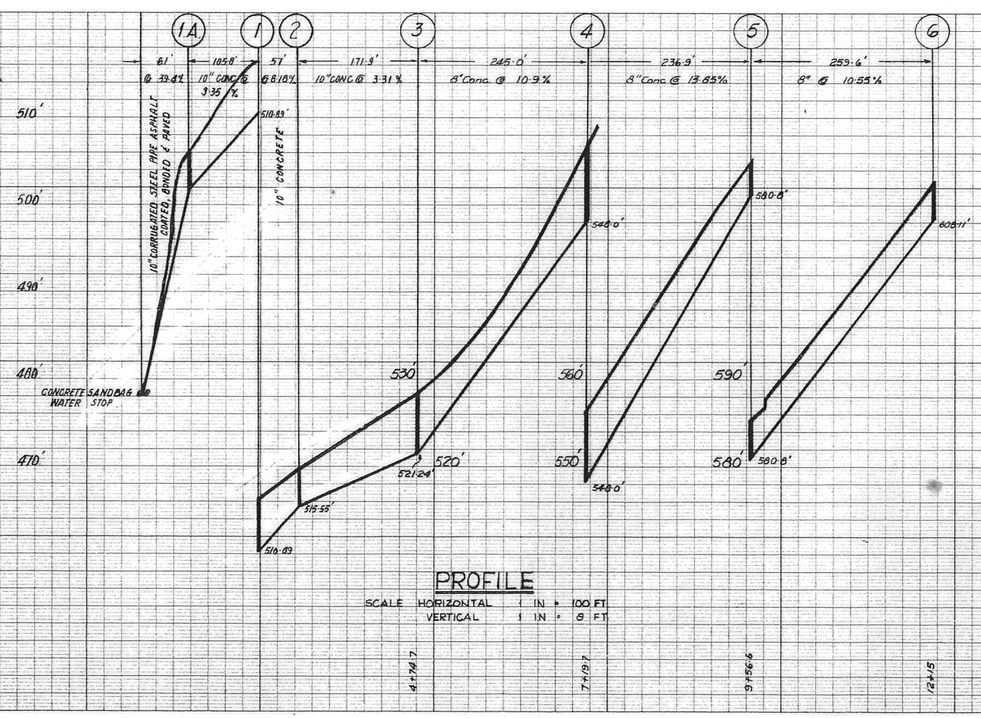
ABR 6



PLAN

SCALE - 1 IN = 100 FT.

D-18-2



PROFILE

SCALE HORIZONTAL 1 IN = 100 FT
VERTICAL 1 IN = 8 FT

THIS PLAN USED GVS&DD ELEVATION DATUM IN FEET (ABOVE DATUM)
TO CONVERT TO ELEVATION ABOVE GEODETIC DATUM IN METRES, USE THE FOLLOWING FORMULA:
[PLAN ELEV.(FT) - 91.37(FT)] X 0.3048

Legend
8" & 10" Diameter laterals shown thus
Manholes shown thus
4" Diameter lot connections shown thus
Wye locations measured from downstream MH shown thus

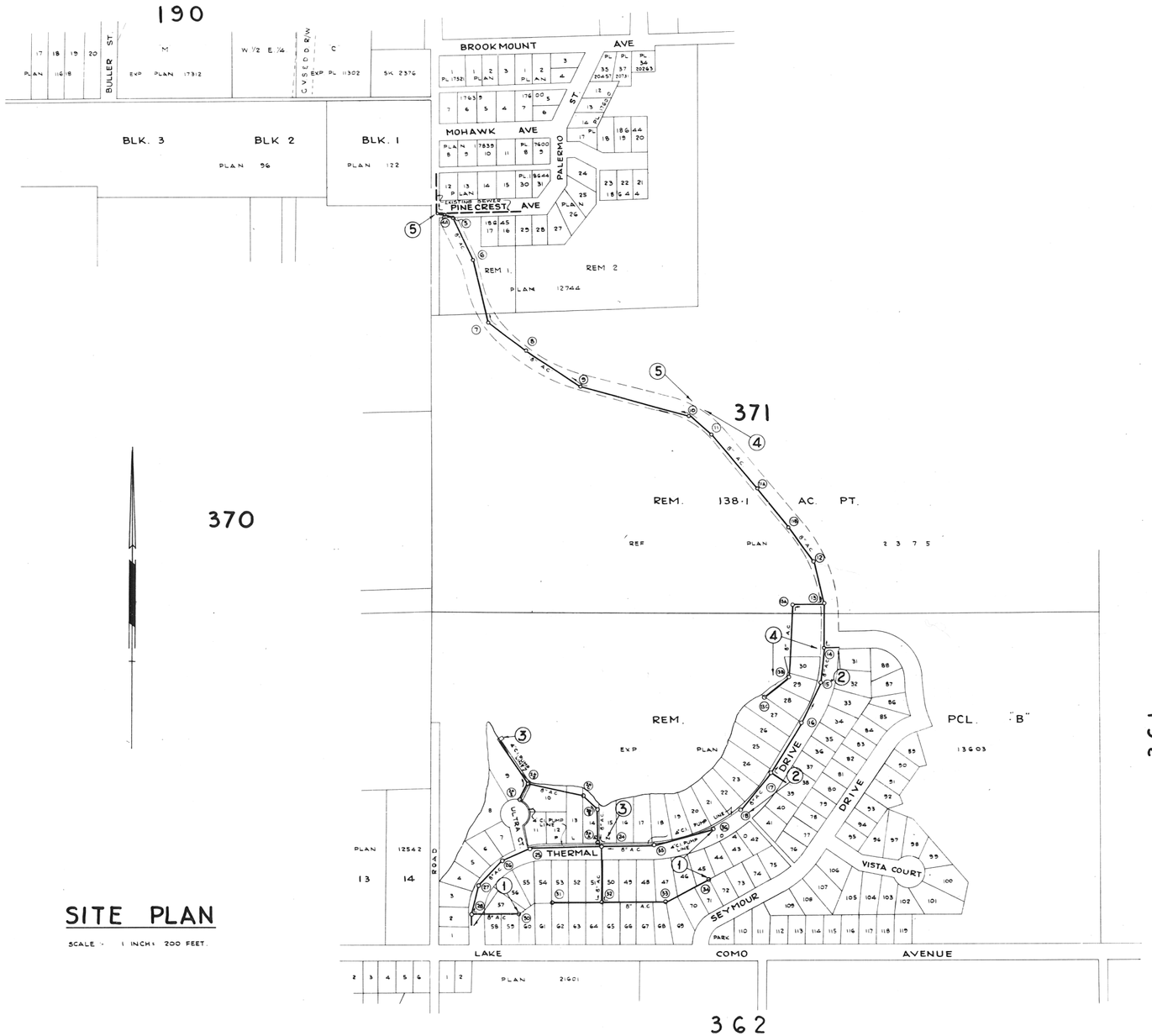
Elevations referred to G.V.S.&D. Board datum

CHINESIDE ACRES

PLAN - PROFILE
STORM DRAINAGE
CONSTRUCTION 1965 & 1972

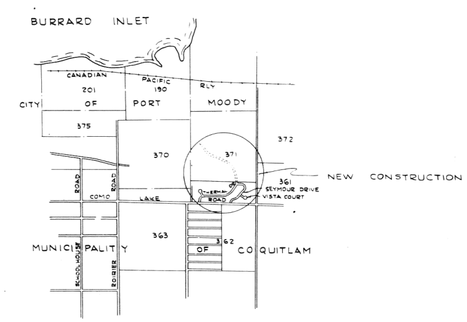
SCALE	DRAWN = K.D	DATE JANUARY 1965
AS SHOWN	TRACED = J.B	SEPT 1972

HUNTER, CROCKFORD & SCOBBIE
SURVEYORS & ENGINEERS NEW WESTMINSTER, B.C.



SITE PLAN

SCALE :- 1 INCH = 200 FEET.



KEY PLAN

LEGEND

NEW SEWER

PROFILE SHEET NO 2

S-140

HARBOUR CHINES HEIGHTS SUBDIVISION.

SITE PLAN

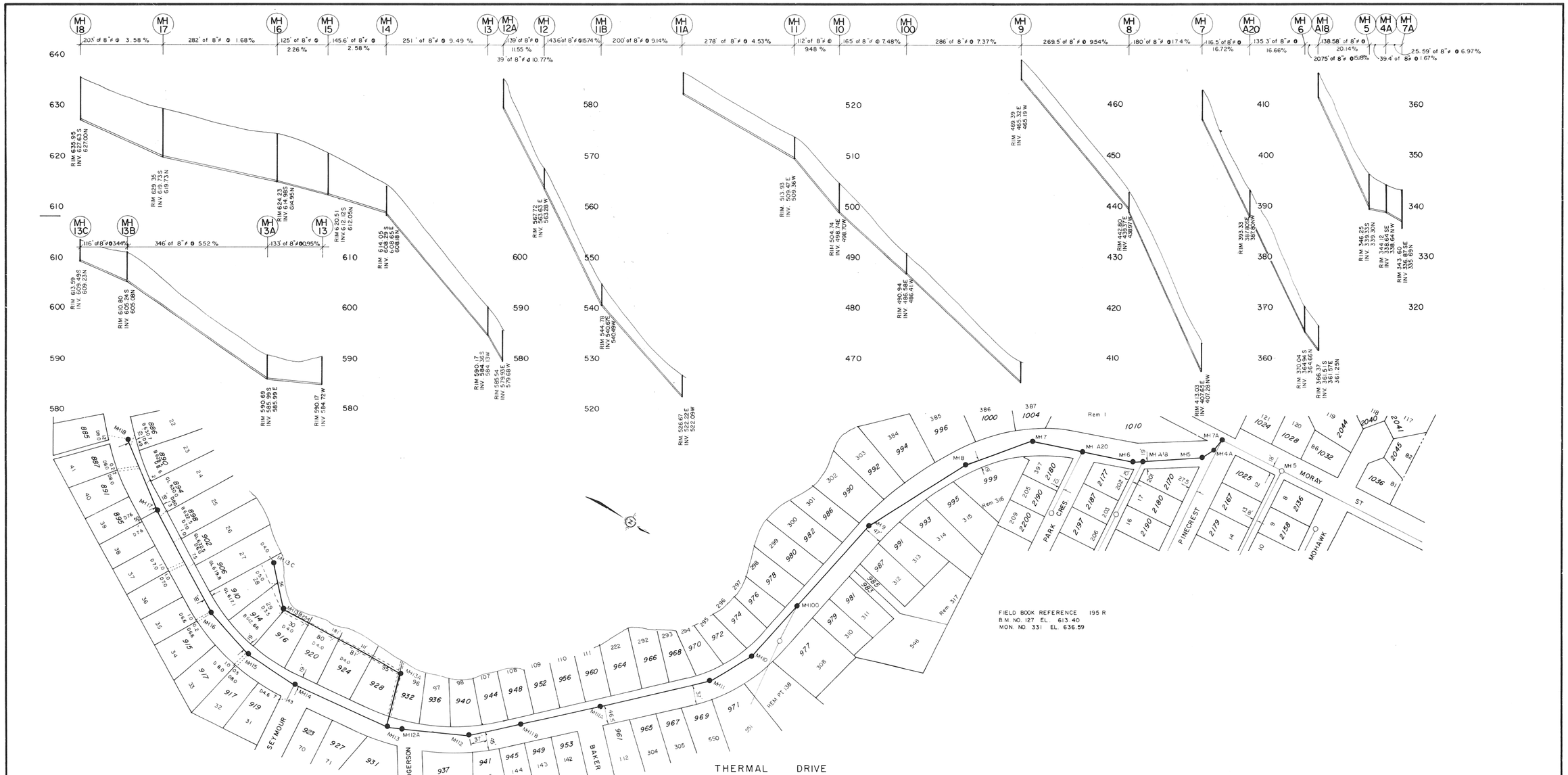
SANITARY SEWER

CONSTRUCTION 1962

SCALES	DRAWN BY A H	DATE DEC 1962
AS SHOWN	TRACED BY A G K	DWG. NO. 1
	CHECKED BY	

HUNTER DOUGLASS & CROCKFORD

ENGINEERS & SURVEYORS NEW WESTMINSTER B.C.



REVISION	Nº	DATE	BY	CHK'D

LEGEND

	PROPOSED	EXISTING
ST SEWER	ST	ST
SAN SEWER	SAN	SAN
GAS	G	G
WATER	W	W
U/G ELEC	BCH	BCH
U/G TEL	BCT	BCT

	PROPOSED	EXISTING
VALVE		
MANHOLE		

STORM INLET TYPES: I, II, III, IV

DITCH
UTILITY POLE
FIRE HYDRANT
IRON PIN
BASEMENT ELEV - RT
EDGE OF PVMT

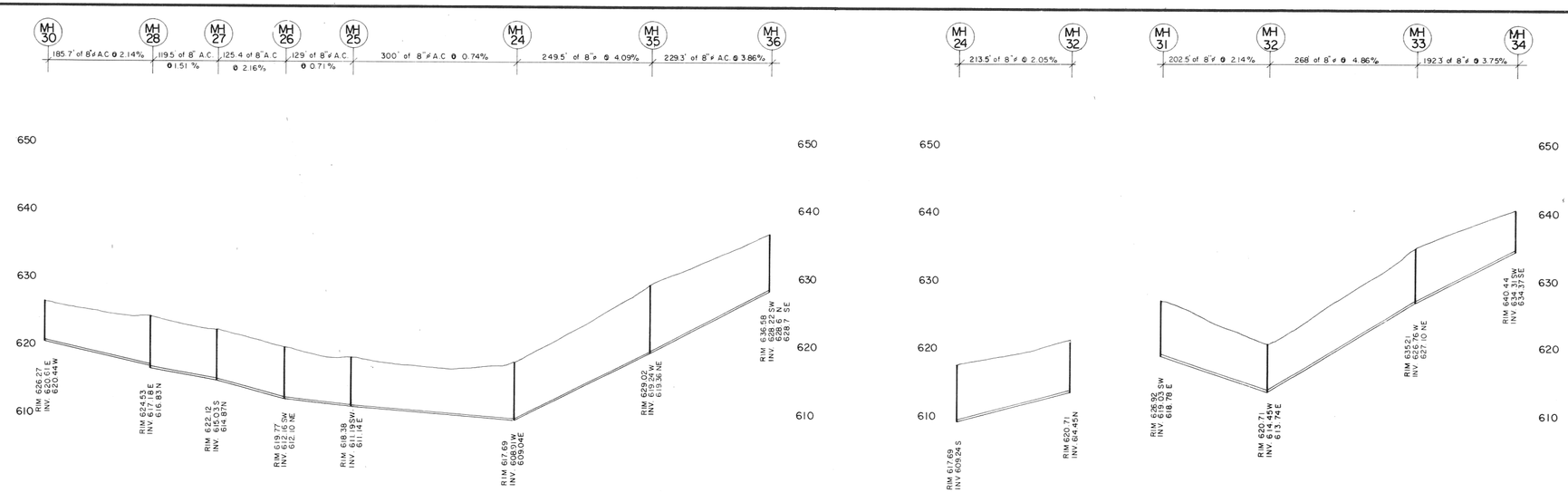
DESIGNED - HUNTER DOUGLAS & B. CROCKFORD
DRAWN -
CHECKED -
DATE - 80 10 16

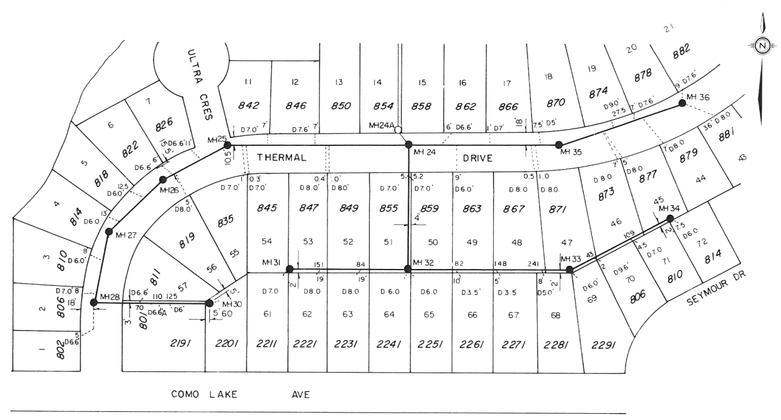
APP'D -
DATE - 62 11 01
SCALE HORIZ - 1" = 100' VERT - 1" = 8'

DISTRICT OF COQUITLAM
ENGINEERING DEPARTMENT

SANITARY SEWER
THERMAL DRIVE
RESURVEYED 1975 AS CONSTRUCTED

FILE - S-140-2
DWG - HARBOUR CHINES H.D.B.C. NO. 2, 4, 5,
SHEET 2 OF 6





FIELD BOOK NO 195 R
MON. NO. 27, EL 628.10

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REVISION	Nº	DATE	BY	CHK'D

LEGEND

	PROPOSED	EXISTING
ST SEWER	ST	ST
SAN SEWER	SAN	SAN
GAS	G	G
WATER	W	W
U/G ELEC	BCH	BCH
U/G TEL	BCT	BCT
VALVE		
MANHOLE		

STORM INLET TYPES: I, II, III, IV

DITCH
UTILITY POLE
FIRE HYDRANT
IRON PIN
BASEMENT ELEV – LL RT
EDGE OF PVMT

DESIGNED – HUNTER DOUGLAS & CROCKFORD 1962
DRAWN –
CHECKED –
DATE – 80 10 15

APP'D –
DATE – 62 11 01
SCALE HORIZ – 1" = 100' VERT – 1" = 8'

DISTRICT OF COQUITLAM
ENGINEERING DEPARTMENT

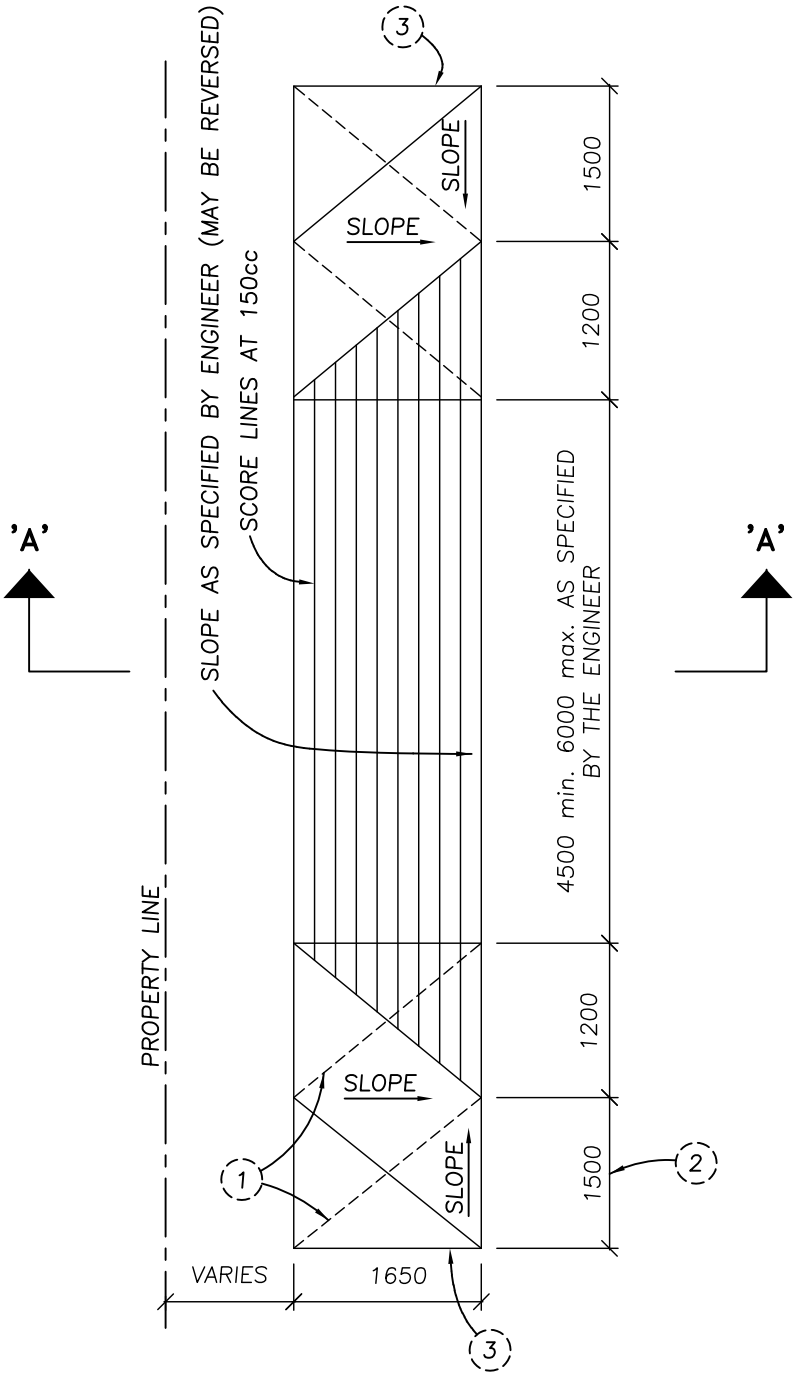
SANITARY SEWERS
THERMAL DRIVE & EASEMENTS
RESURVEYED 1975 AS CONSTRUCTED

FILE – S-140-3
DWG – HARBOUR CHINES H.D. B.C. NO. 1
SHEET 3 OF 6

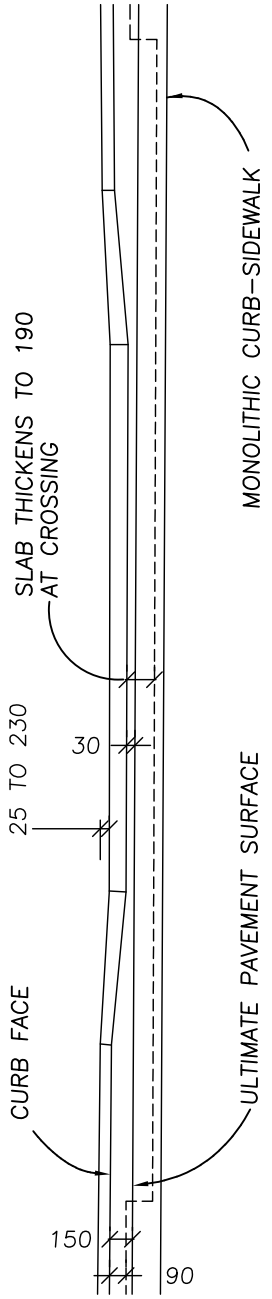
Appendix C –
Supplementary Detailed Drawings

Coquitlam

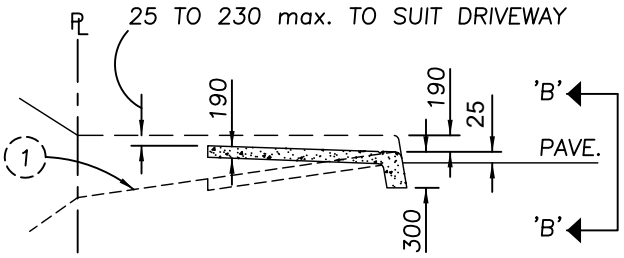
STANDARD DETAIL DRAWINGS



PLAN



FRONT ELEVATION
SECTION 'B-B'



END ELEVATION – SECTION 'A-A'

NOTE:

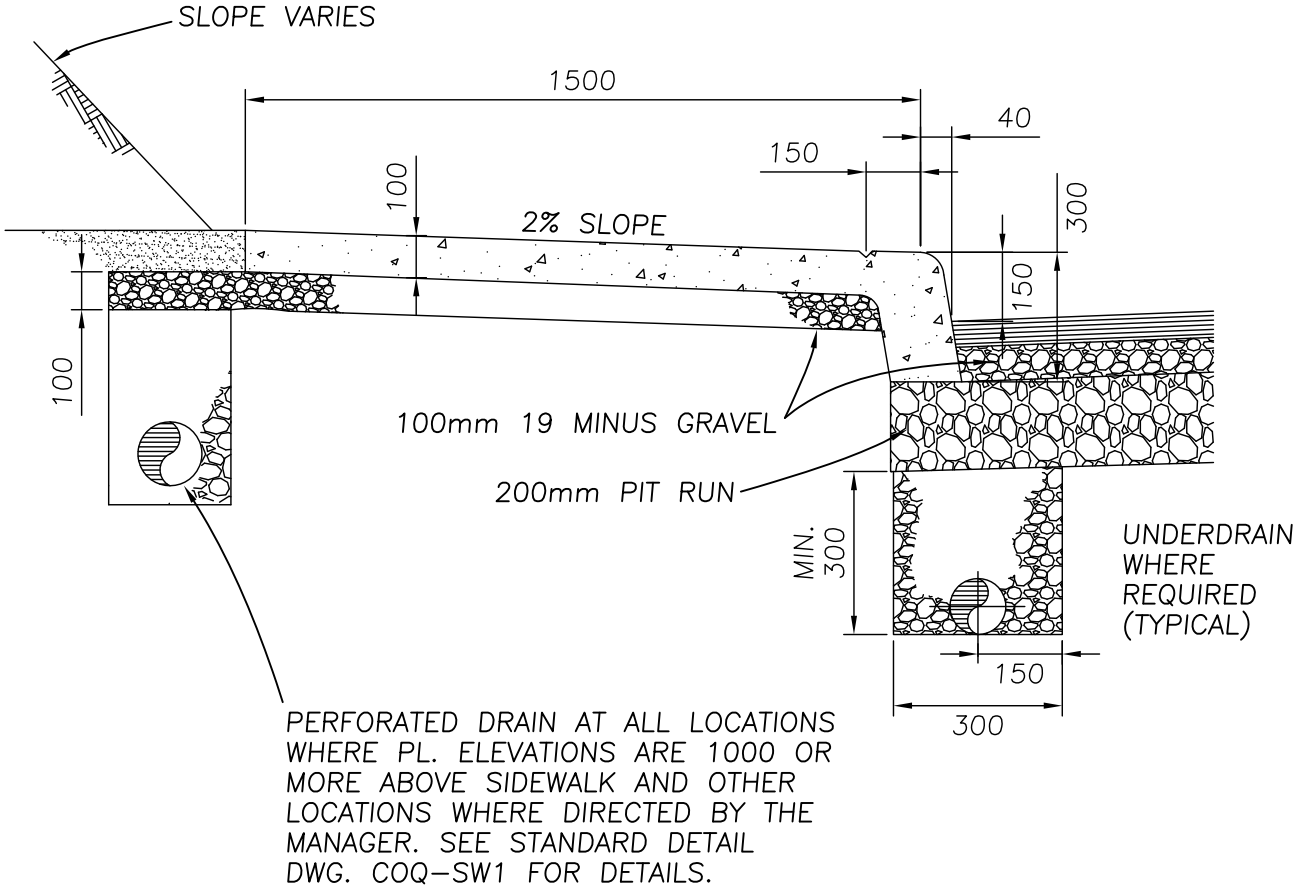
1. WHERE DRIVEWAY IS AT LOWER GRADE THAN SIDEWALK, CROSSING SLOPES SHALL BE REVERSED AS INDICATED BY DASHED LINES IN SECTION.
2. FLARE REQUIRED ON EACH SIDE
3. WHERE NEW CROSSING IS INSTALLED IN EXIST. SIDEWALK, BREAK OUT TO NEAREST TRANSVERSE LINE.

PLOTTED: 19-Nov-20

MONOLITHIC CURB-SIDEWALK CROSSING WITH DRIVEWAY	DATE: MAY/2015	DRAWING NUMBER:
	DRAWN: REY	COQ-C7C
	SCALE: N.T.S.	

Coquitlam

STANDARD DETAIL DRAWINGS



MONOLITHIC CURB SIDEWALK

PLOTTED: 26-Feb-16

MONOLITHIC SIDEWALK	DATE:	NOV/2015	DRAWING NUMBER:
	DRAWN:	REY	COQ-C8
	SCALE:	N.T.S.	