

***Appendix A -
Supplementary General
Conditions***

**RFP 25-010
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](#)

4.0 CONTRACTOR

4.1 Control of the Work 4.1.2

(Add to clause 4.1.2 as follows):

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

4.1.3

(Add new clause 4.1.3 as follows):

Work can be performed during the normal weekday working hours of 0700h to 1900h, unless specified otherwise in Supplementary Specifications. Written permission from the Contract Administrator will be required for any works to be performed outside of the normal working days of Monday to Friday.

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

In case the Contractor decides to work on a day which is a Statutory Holiday, they shall provide the Contract Administrator in writing at least (4) days in advance of such holiday, stating those places where said work is to be

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

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

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|------------|--|---------|--|
| 4.2 | Safety | 4.2.2 | <p><i>(Add new clause 4.2.2 as follows):</i>
<i>In an emergency, gas pipeline rupture or leak, Contact FortisBC's 24 Hour Emergency Line (1-800-663-9911) and Coquitlam Fire (911) immediately and then City of Coquitlam's Utility Control Centre (604-927-6287).</i></p> |
| 4.3 | Protection of Work, Property and the Public | 4.3.1 | <p><i>(Replace clause 4.3.1 as follows):</i>
In performing the Work, the Contractor shall protect the Work and the Owner's property and other person's property from damage. The Contractor shall at the Contractor's own expense make good any such damage which arises as the result of the Contractor's operations. If the Contractor causes damage to private property, the Contractor must obtain a written release from the owner of the damaged property.</p> |
| | | 4.3.5.1 | <p><i>(Add clause 4.3.5.1 as follows):</i>
The Contractor shall notify the Contract Administrator immediately if damage occurs to any City or third party utility or structure.</p> |
| 4.7 | Superintendent | 4.7.4 | <p><i>(Add new clause 4.7.4 as follows):</i>
The key personnel named in the Contractor's Tender response, shall remain in these key positions throughout the project. In the event that key personnel leave the Contractor's firm, or for any unknown reason are unable to continue fulfilling their role, the Contractor must propose a suitable replacement, and obtain written consent from the Owner. Acceptance of the proposed replacement is at the sole discretion of the Contract Administrator and the Owner.</p> |
| 4.8 | Workers | 4.8.2 | <p><i>(Add new clause 4.8.2 as follows):</i>
The Contractor shall, upon the request of the Contract Administrator, remove any person employed by them for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted themselves improperly, and the Contractor shall not permit a person who has been removed to return to the Place of Work.</p> |

- 4.11 Subcontractors** 4.11.3 ***(Replace clause 4.11.3 as follows):***
The Contractor shall, upon notice of the Contract Administrator, remove any Subcontractor employed by them for the purposes of the Contract who, in the opinion of the Contract Administrator, is incompetent or has conducted themselves improperly, and the Contractor shall not permit the Subcontractor who has been removed to return to the Place of Work. The removal of a Subcontractor under this clause shall not be considered a Change and the Contract Price and the Contract Time shall not be adjusted.
- 4.14 Final Clean-up** 4.14.1 ***(Replace clause 4.14.1 as follows):***
Prior to submitting an invoice, 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):***
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.
- 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

13.3 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.

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor" 21.2.1 ***(Add to clause 21.2.1 as follows):***
The Contractor must provide a signed "Prime Contractor Designation" form as provided in Appendix II of these Supplementary General Conditions.

24.0 INSURANCE

(Replace section 24.0 as follows):

24.1 General 24.1.1 **Importance of Prompt Attention to Insurance Requirements:**
The Contractor shall provide the Owner with satisfactory evidence that the insurance required to be provided under this GC is in full force and effect.

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

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

24.1.4 **Delivery of Insurance Documents:**
All insurance policies or other acceptable specified documents shall be delivered to, and accepted by, the Owner before the Contract Documents are signed. No work shall be commenced by the Contractor or by anyone acting on the instructions of the Contractor, until the required Insurance Documents have been accepted by the Owner and the Contract Documents have been duly signed by the Owner and the Contractor.

24.1.5 **Owner's Right to Insure:**
Should the Contractor for any reason not comply with the specified requirements with respect to the insurance, the Owner will, at the Owner's option, have the right to purchase all or any part of such insurance which, in the opinion of the Owner, may be required to provide the specified insurance, and, in the event of so doing, the Owner will have the right to pay the premiums for such insurance and to withhold the amount of premiums so paid from any amount due and payable to the Contractor under the Contract.

24.2 Required Insurance

24.2.1 **General**
Damage to work (excluding Building Contracts where Section 24.3, Paragraph 24.3.1, Further Responsibilities of Contractor, applies).

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

Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

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

24.2.2 **Public Liability Insurance:**
(Other than Automobile Third Party Liability Insurance):

Evidence of Insurance:

The Contractor shall deposit with the Owner, before the work commences, a Certificate of Insurance, signed by an authorized representative of the insurer, such certificate to be as shown in Appendix I.

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.

24.4 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

CERTIFICATE OF INSURANCE

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

A. This Certificate is issued to: Named Insured and Mailing Address:

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

B. CONTRACT NUMBER AND/OR NAME Description of the Work:

C. INSURANCE POLICY

Name of Insurer:
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
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- | | | |
|--------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Shoring and Underpinning Hazard |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pile Driving and Vibrations |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Excavation Hazard |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blasting |

Authorized Signature and Stamp

Date

Name and Title

City' broker to return to City Representative

Department

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



APPENDIX II

PRIME CONTRACTOR DESIGNATION

Owner: **CITY OF COQUITLAM**
Contractor: _____
Contract / Permit #: **25-010**
Project / Workplace: **Minor Concrete Works Services** (the "Project")

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

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

Prime Contractor Name: _____

Prime Contractor Address: _____

Prime Contractor Signature **Date**

Print Name

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