



Request for Tenders

For

2018 Water Utility Capital Works

City of White Rock

Contract WR19-012

Issued: **Friday June 21st, 2019**

Submission Deadline: **Thursday July 11th 2019 @ 2:00pm PST**

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PART 1 – REQUEST FOR TENDERS AND SUBMISSION INSTRUCTIONS

1.1 Request for Tenders

This Request for Tenders (the “RFT”) by the City of White Rock (the “City”) is to prospective Proponents (“Proponents”) to submit Tenders for the White Rock 2018 Water Utility Capital Works Construction Contract, as further described in the work specifications in Appendix C (the “Work”).

To improve capacity and redundancy in the existing White Rock water distribution system, the City intends to install new watermains at two (2) sites.

1. Goggs Avenue Watermain.

- Site 1 is located at 1444 Oxford Street, White Rock.
- This site requires installation of a new watermain, connecting the Oxford Pump Station outlet on Goggs Avenue, to an existing watermain located on Oxford Street.
- This new watermain improves connection from the new Water Treatment Plant (WTP) on Oxford Street to the existing water supply network.
- The City will be installing an ornamental steel fence around the Oxford Street property by August 2019, similar to the Merklin Facility at 15334 North Bluff Road

The scope of work includes the following:

- Approximately 110 meters of PVC watermain (300 mm dia.), connecting the Oxford Street Pump Station outlet to an existing DI watermain (200 mm dia.)
- All associated valves and tie-in to existing mains.

2. Cypress Street, Pacific Avenue, Royal Avenue, Balsam Street Watermains.

- Site 2 is located on Cypress Street, Pacific Avenue, Royal Avenue, and Balsam Street, White Rock.
- The overall purpose of this project is to improve the service level in the community through the installation of a ring main through the installation of new 150 mm PVC watermains in the roadways, and connecting the new watermain to the existing DI watermain network.
- An existing 100 mm DI watermain currently services some properties from a rear easement, which is difficult to access for maintenance, has deteriorated and is subject to corrosion.
- This DI main will be abandoned through the installation of the new PVC watermain and the existing back yard connections will be replaced or upgraded.

The scope of work includes the following:

- Approximately 650 meters of PVC watermain (150 mm diameter) reticulation network, as a replacement and re-alignment of old DI watermain (100 mm dia.), to be installed in roadways.
- Installation of a new 50mm HDPE watermain, approximately 140 meters in length, as a replacement for existing 100mm CI watermain providing household connections. The new HDPE main is to be installed to the rear of properties (method as per Contractor) and will replace the existing household connections to the rear of properties.
- New water service connections brought to the street for 11 properties.

- Location and placement of 4 new fire hydrants
- All associated valves and tie-in to existing mains.

1.1.1 Definitions

In this RFT, the following definitions apply:

- .1 “**Bid Bond**” means the security to accompany the Tender as required by Section 1.5.8 of this RFT;
- .2 “**Closing**” means the Submission Deadline;
- .3 “**Contract**” means the contract described in Section 1.3 of this RFT;
- .4 “**Contractor**” means the successful Proponent who enters into a Contract with the City;
- .5 “**Proponent**” means a proponent submitting a Tender;
- .6 “**Tender**” means a Tender submitted in response to the RFT in accordance with Section 1.5.1 of this RFT;
- .7 “**Tender Price**” means the total monetary sum identified by the Proponent the Submission Form;
- .8 “**RFT**” means this Request for Tenders;
- .9 “**RFT Contact**” means the person identified in Section 1.2 of this RFT or their successor;
- .10 “**RFT Documents**” means this RFT and all appendices and addenda;
- .11 “**Submission Deadline**” has the meaning described in Section 1.4 of this RFT;
- .12 “**Submission Form**” means the Submission Form described in Section 1.5.1 of this RFT; and
- .13 “**Work**” means construction work associated with the 2018 Water Utility Capital Works, and specifications described in Appendix C of this RFT.

1.1.2 RFT Documents and Due Diligence

- .1 RFT Documents are made available only for the purpose of obtaining Tenders for this RFT. Their use does not confer a license or grant for other purposes.
- .2 Upon receipt of RFT Documents, verify that documents include all pages and attachments indicated by the Table of Contents. Notify RFT Contact should the documents be incomplete.
- .3 The Proponent is required to satisfy itself by personal examination of the place of the Work and of the RFT Documents as to the provisions of the Contract, and to fully inform itself prior to submitting a Tender regarding the conditions and limitations under which the Work is to be performed, the conditions which may be encountered, the materials that the Contractor will be required to supply, and other materials which are required in carrying out the Contract to a

satisfactory conclusion. No claims will be entertained based on any assertion by the Proponent that the Proponent was not aware of the provisions or conditions intended to be covered by the Contract.

1.1.3 Resolution of Discrepancies and Ambiguities

- .1 If a Proponent finds discrepancies in, or omissions from the RFT Documents, or if a Proponent is in doubt as to their meaning, the Proponent should contact the RFT Contact immediately in writing. Should addenda to the RFT Documents be required for any reason, it is the City’s intention not to issue addenda during a period three days prior to the Submission Deadline. All addenda become part of the Contract. Proponents should include adjustment costs in the Tender Price.
- .2 Requests for clarification must be in writing and received by the RFT Contact six (6) business days before the date of Closing.
- .3 No oral interpretations will be effective to modify the provisions of the Tender or Contract.

1.2 RFT Contact

For the purposes of this procurement process, the City’s contact person (the “**RFT Contact**”) will be:

Birk Madsen, AScT – City of White Rock
E-Mail: bmadsen@whiterockcity.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFT Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s Tender.

1.3 Type of Contract for Work

The successful Proponent will be required to enter into a **CCDC4 - Unit Price Contract** with the City for the provision of the Work which shall include the supplementary terms and conditions detailed in Appendix A to this RFT along with all addenda (the “**Contract**”).

It is the City’s intention to enter into the Contract with only one (1) legal entity. The term of the Contract is anticipated to be for a period of approximately **5 months** commencing on or about **Monday August 26th 2019**, with substantial completion on or before **Friday November 29th 2019** and total completion of the work on or before **Wednesday December 11th 2019**.

1.4 RFT Timetable

The timetable for this RFT consists of the following events, dates and times.

| | |
|---|---|
| Issue Date of RFT | Friday June 21st 2019 |
| Mandatory Site Visit | Thursday June 27th 2019 11:00am |
| Deadline for Questions | Tuesday July 2nd 2019 |
| Deadline for Issuing Addenda | Tuesday July 4th 2019 |
| Submission Deadline | Thursday July 11th 2019 |
| Contract Award | Monday Aug 26th 2019 |
| End Date of Validity Period for Tenders | Friday Oct 11th 2019 |
| Target Substantial Completion Date | Friday Nov 29th 2019 |
| Target Total Completion Date | Wednesday Dec 11th 2019 |

The RFT timetable is tentative only and may be changed by the City at any time.

1.4.1 Mandatory Site Visit

All Proponents will be required to attend the mandatory site visit. Interested Proponents must meet at the Operations Meeting Room located at 877 Keil Street, White Rock, British Columbia on **Thursday June 27th 2019**. Each Proponent is permitted to have a maximum of three (3) representatives attend at the site visit.

1.5 Submission of Tenders

Tenders submitted in response to this RFT must be in accordance with this section.

1.5.1 Tenders to be submitted in Prescribed Form

- .1 Tenders must be submitted in the Submission Form attached as **Appendix B** along with all schedules consisting of:

Schedule A: Proponent's Experience, Reputation and Qualifications

Schedule B: Proponent's Work Plan and Methodology

Schedule C: Proponent's Work Schedule

Schedule D: Proponent's Pricing for Work

Schedule E: Proponent's Pricing for Additions and Deletions

(the "**Tender**").

Other than inserting the information requested on the mandatory Submission Form set out in this RFT, a Proponent may not make any changes to any of the forms. Any Tender containing any such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

- .2 Tenders shall be typewritten or made in ink. Penciled entries or changes will not be considered.
- .3 Tenders shall be in Canadian dollars and shall include all labour, material, freight, customs, and excise duties, and all applicable municipal, provincial and federal taxes, except GST, in effect on the date of Closing. The cost of bonding should be listed as an individual item and included in the Tender Price.
- .4 Tenders shall be for the entire Work described in this RFT, including inspection and testing by qualified independent agencies as specified.
- .5 Tenders shall be firm for the duration of the Contract, and be unaffected by escalations in costs of wages and materials.
- .6 Tenders shall be executed under seal by the hands of the Proponent's duly authorized officers. The City may require proof of authority to execute the Tender, in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Tender for and on behalf of the corporation or partnership.
- .7 The successful Proponent must obtain all necessary permits and the cost of permits shall be to the Contractor's account.
- .8 The successful Proponent is required to obtain a City of White Rock notice to proceed prior to commencement of Work.

1.5.2 Tenders to be Submitted at Prescribed Location

Tenders must be submitted at:

**City of White Rock
15322 Buena Vista Ave,
White Rock, British Columbia, V4B 1Y6
Attention: Birk Madsen, Engineering Technologist**

1.5.3 Tenders to be Submitted on Time

Tenders must be submitted at the location set out above on or before the Submission Deadline. Tenders submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the Proponent to deliver its Tender to the exact location (including floor, if applicable) indicated in this RFT on or before the Submission Deadline. The City does not accept any responsibility for Tenders delivered to any other location by the Proponent or its delivery agents. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near the Submission Deadline do so at their own risk.

Proponents are advised to allow at least 48 hours to ensure Tenders are delivered on time. The City assumes no responsibility for any failure by a Proponent to submit a Tender in accordance with this RFT.

1.5.4 Tenders to be Submitted in Prescribed Format

Proponents must submit **two (2) hard copies** and **one (1) electronic copy** consisting of a single PDF file on USB, enclosed in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the Tender, the hard copy of the Tender will prevail. Tenders should be prominently marked with the RFT title and number (see RFT cover page), with the full legal name and return address of the Proponent.

1.5.5 Amendment of Tenders

Proponents may amend their Tenders prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFT title and number and the full legal name and return address of the Proponent to the location set out above. Any amendment should clearly indicate which part of the Tender the amendment is intended to amend or replace. Amended Tenders should also be submitted in the number and format described in section 1.5.4 above.

1.5.6 Withdrawal of Tenders

Proponents may withdraw their Tenders prior to the Submission Deadline. To withdraw a Tender, a notice of withdrawal must be sent to the RFT Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The City is under no obligation to return withdrawn Tenders.

1.5.7 Tenders Irrevocable after Submission Deadline

Tenders shall be irrevocable for a period of 60 days running from the moment that the Submission Deadline passes.

1.5.8 Bonding Requirements for Tenders

- .1 Each Tender shall be accompanied by security in the form of a Bid Bond in the amount of **10%** of the Tender Price, made payable to the City. The Bid Bond shall be with a Surety company licensed to transact business in the Province of British Columbia.
- .2 Submit with the Bid Bond a Consent of Surety stating that the surety company providing the Bid Bond is willing to supply the Performance Bond and Labour and Materials Payment Bond required.
- .3 The Bid Bond will be returned after delivery to the City of the required Performance Bond and Labour and Materials Payment Bond by the accepted Proponent.
- .4 The security of unsuccessful Proponents will be returned without interest within 90 days from the date of Closing.
- .5 If any Proponent withdraws its Tender after the Closing time on the stipulated date and before or after receiving notification that its Tender has been accepted by the City or if the accepted Proponent fails to execute the Contract or to provide the bonds required herein when called upon to do so, its security shall be forfeited, without recourse and without limiting the City's other legal rights and remedies against that Proponent.

1.5.9 Bonding Requirements for Successful Proponent

The accepted Proponent shall furnish a Performance Bond and Labour and Materials Payment Bond in accordance with the following:

- .1 The accepted Proponent shall provide a Performance Bond and a Labour and Material Payment Bond each in the amount of **50%** of the Contract Price.
- .2 These bonds must be provided within ten (10) days of Contract award and must be maintained in good standing until the fulfillment of the Contract including the requirements of the warranty as provided for in GC 24 - Warranty and the payment of all obligations arising under the Contract. Should the accepted Proponent fail to provide these required bonds the Bid Bond may be forfeited.
- .3 All such bonds shall be issued on a form approved by the Insurance Bureau of Canada and issued by a duly licensed Surety authorized to transact business in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfillment of the Contract.
- .4 The costs attributed to providing such bonds shall be included in the Bid Price.
- .5 The obligee on the bonds shall be the City of White Rock.

1.5.10 Alternative products or materials

If, for any reason, the Proponent should propose to use alternative products or materials which, in the Proponent's opinion, would improve the Work or reduce the cost of the Work, the Proponent shall:

- .1 Base a first Tender on the exact requirements of the Tender Documents;
- .2 Submit a second Tender describing in full detail the different products or materials the Proponent is proposing and the reasons for the proposed substitution;
- .3 The second Tender shall provide sufficient information to enable the Owner to determine acceptability of the proposed substitution(s) and include complete information, including the dollar amount of additions to or reductions from the Tender Price, of required revisions to other Work to accommodate each substitution. A later claim by the Proponent for an addition to the Contract Price because of changes in the Work necessitated by use of alternative or substitute Products will not be considered.

The Owner may accept or reject any such Tender, without explanation.

1.6 Tender Openings

1.6.1 Private Opening of Tenders

Tenders will be opened in private after the Closing.

1.6.2 Disqualification of Tender

- .1 Tender which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected.
- .2 Tender not accompanied by a completed Submission Form, Bid Bond, Bid Deposit and Consent of Surety as specified herein may be rejected.
- .3 Tenders may be rejected if the pricing for Work appears to be so unbalanced that it may adversely affect the interest of the City.
- .4 Tenders may be rejected if they are based on an unreasonable period of time for the completion of the Work.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Evaluation Criteria

The evaluation of Tenders will be undertaken on behalf of the City by an evaluation team. The evaluation team may consult with others, including City staff members, third-party contractors and references, as the evaluation team may in its discretion decide is required.

The evaluation team will compare and evaluate all Tenders to determine each Proponent's strength and ability to provide the goods or services in order to determine the Tender which is most advantageous to the City, using the following criteria:

- (a) Experience, Reputation and Qualifications;
- (b) Work Plan and Methodology;
- (c) Work Schedule; and
- (d) Pricing for Work.

The evaluation team will not be limited to the criteria referred to above, and may consider other criteria that the team identifies as relevant during the evaluation process. All criteria considered by the evaluation team will be applied evenly and fairly to all Tenders. The evaluation team may apply the evaluation criteria on a comparative basis, evaluating the Tenders by comparing one Proponent's Tender to another Proponent's Tender.

With respect to financial criteria, Tenders will be evaluated on the basis of which Tender will provide the best overall value to the City.

2.1.2 Clarifications and Additional Information

The evaluation team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Tender, and the evaluation team may make such requests to only selected Proponents. The evaluation team may consider such clarifications or additional information in evaluating a Tender.

2.1.3 Appearance before Evaluation Team to Provide Clarifications

The evaluation team may, at its discretion, invite some or all of the Proponents to appear before the evaluation team to provide clarifications of their Tenders. In such event, the evaluation team will be entitled to consider the answers received in evaluating Tenders.

2.1.4 No Disclosure of Evaluations

No totals, weights, prices, scores or other evaluation information or data will be provided to any Proponent.

2.1.5 Representations of Proponents

By submitting a Tender, a Proponent is representing that it has the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Contract, and that all components, labour, materials and equipment required to undertake the Work or to provide the goods or services have been identified in the Tender or will be provided by the Proponent and are included in Tender price.

2.1.6 Completeness of Tender

Proponents will be deemed to have carefully examined this RFT, including all attached schedules and appendices and any addenda, prior to preparing and submitting a Tender with respect to any and all facts which may influence a Tender.

2.1.7 Lowest Tender Price Not Determinant

Without limiting its rights under this RFT and for greater certainty, the lowest Tender Price or any Tender will not necessarily be accepted. Because maintaining schedule for this project is critical, a Proponent's demonstrated capabilities in executing the Work may be of greater importance to the City than the Tender Price. The City reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interest of the City to do so.

2.2 Notice to Proponent and Execution of Contract

Notice of selection by the City to the selected Proponent shall be in writing. Upon notification, the City and the Proponent will execute the Contract in the form set out in Section 1.3 of this RFT in accordance with the terms of this RFT.

2.3 Failure to Enter into Contract

If a selected Proponent fails to execute the Contract or satisfy any applicable conditions within ten (10) days of notice of selection, the City may, without incurring any liability and without limiting its other legal rights and remedies against the selected Proponent, withdraw the selection of that Proponent and proceed with the selection of another Proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Tender

All of the provisions of this RFT are deemed to be accepted by each Proponent and incorporated into each Proponent's Tender. A Proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the supplementary conditions of the Contract in Appendix A, either as part of its Tender or after receiving notice of selection, may be disqualified. If a Proponent is not disqualified despite such changes or qualifications, the provisions of this RFT, including the supplementary conditions of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the Tender.

3.1.2 Proponents to Follow Instructions

Proponents should structure their Tenders in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable section numbers of this RFT.

3.1.3 Tenders in English

All Tenders are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the Proponent's Tender should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Tender but not attached will not be considered to form part of its Tender.

3.1.5 References and Past Performance

In the evaluation process, the City may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.6 Information in RFT Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proponents the general scale and scope of the Work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Tender in response to this RFT.

3.1.7 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Tender to be Retained by the City

The City will not return the Tender or any accompanying documentation submitted by a Proponent.

3.1.9 No Exclusivity of Contract

The Contract will not be an exclusive contract for the provision of the described Work. The City may contract with others for goods and services the same as or similar to the Work or may obtain such goods and services internally.

3.1.10 Sub-Contracting

Proponents may use sub-contractors for the Work, subject to the following:

- (a) Use of a sub-contractor (who should be clearly identified in the Tender) is acceptable. This may include a joint submission by two (2) Proponents that are not affiliated and have no formal corporate links; however, in such case, one of these Proponents should be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Tender.
- (b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this RFT will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFT.
- (c) Where applicable, the names of approved sub-contractors listed in the Tender will be included in the Contract. No additional sub-contractors will be added nor other changes made to this list in the Contract, without the written consent of the City.

3.1.11 Contract Subject to applicable Permits and Licences

Neither acceptance of a Tender nor execution of a Contract will constitute approval by the City of any activity or development contemplated in any Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

3.2 Communication after Issuance of RFT

3.2.1 Proponents to Review RFT

Proponents shall promptly examine all of the RFT Documents and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFT Contact on or before the Deadline for Questions. All questions or comments submitted by Proponents by email to the RFT Contact shall be deemed to be received once the email has entered into the RFT Contact's email inbox. No such communications are to be directed to anyone other

than the RFT Contact, and the City shall not be responsible for any information provided by or obtained from any source other than the RFT Contact. The City is under no obligation to provide additional information. It is the responsibility of the Proponent to seek clarification from the RFT Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFT or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Proponents by addenda. Should the City issue an addendum, it will be posted only on the BC Bid website. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating Tenders, the City may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Tender. The response received by the City shall, if accepted by the City, form an integral part of the Proponent's Tender.

3.3 Notification and Debriefing

3.3.1 Notification of Successful Proponent and Execution of Contract

1. The successful Proponent shall be notified by the City of its successful Tender and upon notification, will be required to execute the Contract and provide a Performance Bond and Labour and Materials Payment Bond within ten (10) days of notification in accordance with the requirements of this RFT and the Contract Documents.
- .2 The successful Proponent shall provide confirmation of insurance from an approved company stating that the Proponent is insured as required by the General and Supplementary Conditions.

3.3.2 Notification to Other Proponents

Once the Contract is executed by the City and a Proponent, the other Proponents shall be notified by public posting, in the same manner that this RFT was originally posted, of the outcome of the procurement process on the BC Bid website.

3.3.3 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within thirty (30) days of such notification.

3.3.4 Procurement Protest Procedure

If a Proponent wishes to challenge the RFT process, it should provide written notice to the RFT Contact in accordance with the City’s procurement protest procedures and any applicable trade agreement or other applicable Tender protest procedures. The notice must provide a detailed explanation of the Proponent’s concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFT, a conflict of interest (“**Conflict of Interest**”) includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its Tender that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Work, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a Proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a Proponent, rescind a notification of selection or terminate a contract subsequently entered into if the City determines that the Proponent has engaged in any conduct prohibited by this RFT.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFT or any Contract or other agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any elected officials, employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting Tenders containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance, previous or current legal proceedings against the City, or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the City and must be treated as confidential;

- (b) is not to be used for any purpose other than replying to this RFT and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the Proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A Proponent should identify any information in its Tender or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Tenders will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFT process, including the evaluation of Tenders. If a Proponent has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the City

The City reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Tender;
- (d) assess a Proponent's Tender on the basis of: (i) a financial analysis determining the actual cost of the Tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) waive formalities and accept Tenders that substantially comply with the requirements of this RFT;
- (f) verify with any Proponent or with a third party any information set out in a Tender;
- (g) check references other than those provided by any Proponent;
- (h) disqualify a Proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

- (i) select a Proponent that the City considers provides the best value to the City and other than the Proponent whose Tender reflects the lowest cost to the City;
- (j) cancel this RFT process at any stage in whole or in part at any time for any reason; or reject any or all Tenders;
- (k) issue another request for Tenders for the same or similar Work or on the same or different terms, sole source the Contract to anyone, or do nothing further, without liability to any Proponent or non-Proponent;
- (l) enter into discussion with one or more of the Proponents without such discussions in any way creating a binding contract between the City and any such Proponent;
- (m) negotiate changes to the scope of Work with any one or more Proponents without having any duty or obligation to advise any or all other Proponents;
- (n) change the date to accept a Tender; or
- (o) accept any Tender in whole or in part.

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a Tender, each Proponent agrees that

- (a) neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Tender, loss of profit or loss of opportunity by reason of the City's decision not to accept the Tender submitted by the Proponent, to enter into the Contract or another agreement with any other Proponent or to cancel this procurement process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.6.3 Contract subject to Financing, Council Approval and Applicable Enactments

Award of the Contract is subject to available financing by the City, the approval of the City's municipal council and the City's compliance with all applicable enactments.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process in this Part 3:

PART 3 – TERMS and CONDITIONS OF THE RFT PROCESS

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the City; and
- (c) are to be governed by and construed in accordance with the bylaws of the City, the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A –SUPPLEMENTARY CONDITIONS OF THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT CCDC4-2011

For this Contract, the Owner will use the Canadian Construction Documents Committee, Standard Construction Document CCDC4 Unit Price Contract – 2011 for the duration of this Contract with amendments as noted in the sections below.

These Supplementary Conditions presuppose the use of the CCDC4 Unit Price Contract – 2011. These “Supplementary Conditions” void, supersede or amend the applicable provisions of the standard form CCDC4 Unit Price Contract – 2011 “Agreement”, “Definitions” and “General Conditions”, as the case may be, as hereinafter provided.

ARTICLE A-3 CONTRACT DOCUMENTS

Add article A-3.2 to provide as follows:

“3.2 The *Contractor* acknowledges that it has reviewed and satisfied itself as to the *Contract Documents*, including without limitation, the plans, specifications and other materials referred to in this Article, and all other materials it desires, prior to execution of this *Contract*.”

ARTICLE A-5 PAYMENT

Revise the article A-5.3.1 to provide as follows:

“5.3.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 0% per annum above the prime rate for the first 60 days.
- (2) 0% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Bank of Canada, for prime business loans as it may change from time to time.”

Retitle Article A-7 as follows:

ARTICLE A-7 ADDITIONAL PROVISIONS

Add the following articles 7.3 and 7.4 to Article A-7

“7.3 The *Contractor* acknowledges that the *Owner*, in the preparation of the *Contract Documents*, supply of oral or written information to *Tenderers*, review of *Tenders* or the carrying out of the *Owner’s* responsibilities under the *Contract* does not owe a duty of care to the *Contractor* and the *Contractor* waives for itself and its successors the right to sue the *Owner* in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the *Contract Documents*, supply of oral or written information to *Tenderers*, review of tenders or the carrying out of the *Owner’s* responsibilities under the *Contract*.”

“7.4 All time limits stated in this *Contract* are of the essence of the *Contract*.”

DEFINITIONS

The following definitions are amended:

1. Consultant

Add the following sentence:

“The words “Engineer”, “Contract Administrator” or “Consultant” wherever used in the *Contract Documents* shall be regarded as synonymous.”

2. Contractor

Add the following sentence:

“For the purpose of the *Contract*, the words “*Contractor*” and “*General Contractor*” shall be regarded as synonymous.”

3. Subcontractor

Delete and replace with the following:

“A *Subcontractor* is a person, firm or corporation, which has been approved by the *Owner*, undertaking the execution of a part of the *Work* by virtue of an agreement with the *Contractor*.”

The following definitions are added to the Agreement:

4. Builders Lien Act

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

5. Certificate of Completion

A *Certificate of Completion* is a certificate of completion as defined in the *Builders Lien Act*.

6. Engineer’s Representative

The *Engineer’s Representative* means any person authorized from time to time by the *Engineer* to perform the duties of the *Engineer* whose authority shall be notified in writing to the *Contractor* by the *Engineer*.

7. Final Acceptance

Final Acceptance means the *Work* has successfully passed all inspections and testing requirements at the end of the warranty period.

9. RFT

RFT means the Request for Tenders issued by the Owner for the Project dated **June 21st 2019**.

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

Add new paragraph 1.1.11 as follows:

“1.1.11 The table of contents and the headings of all the articles, paragraphs, parts and sections of any of the *Contract Documents* are provided for convenience of reference only and shall not affect the construction or interpretation of the *Contract Documents*.”

GC 2.4 DEFECTIVE WORK

Amend paragraph 2.4.1 by adding “, at the *Contractor’s* expense,” after “*Contract Documents*”.

GC 3.4 DOCUMENT REVIEW

Add new paragraph 3.4.2 as follows:

“3.4.2 Notwithstanding the foregoing, inconsistencies and omissions shall not include lack of reference on the *Drawings* or in the *Specifications* to labour and/or *Products* that are required or normally recognized within respective trade practices as being necessary for the complete execution of the *Work*.”

GC 4.2 CONTINGENCY ALLOWANCE

Delete paragraph 4.2 in its entirety.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete paragraph 5.1 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Add paragraph 5.2.8 as follows:

“5.2.8 Before any payment is made by the *Owner* to the *Contractor*, the *Consultant* or the *Owner* may by written notice require that the *Contractor* furnish such further detailed information as the *Consultant* or the *Owner* may determine is necessary to establish compliance by the *Contractor* with the *Contract Documents*.”

GC 5.3 PROGRESS PAYMENT

Amend paragraph 5.3.1.2 to provide as follows:

“5.3.1.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 30 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment.”

Amend paragraph 5.3.1.3 to provide as follows:

“5.3.1.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 30 calendar days after the later of:
- receipt from the *Consultant* of the certificate of payment, or
- the last day of the monthly payment period for which the application for payment is made.”

Add paragraph 5.3.3 as follows:

“5.3.3 Notwithstanding any other provision of this *Agreement*, the *Owner* shall not be obligated to make any payment on account of the *Contract Price* under this GC 5.3 PROGRESS PAYMENT if following payment, the balance of the *Contract Price* would be less than the potential reduction in the *Contract Price* under GC 13.1 LIQUIDATED DAMAGES.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Delete “if permitted by the lien legislation applicable to the *Place of the Work*” on the first two lines.

Add at the end of paragraph 5.4.1:

“The *Contractor* shall submit the following documents with its request for review by the *Consultant* to establish *Substantial Performance of the Work*. These requirements do not limit the *Contractor's* obligations for *Substantial Performance* noted elsewhere in the *Contract*. A deficiency holdback will be retained for three (3) times the estimated value of correcting or supplying the following items until they are all submitted, reviewed and accepted by the *Consultant*:

- .1 The list of all deficient and incomplete items of *Work* including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically-operated devices to the *Owner's* operating and maintenance staff and any training required by the specifications, to the *Owner's* satisfaction;

- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;
- .5 A complete set of marked up construction *Drawings* and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;
- .6 Current certification by the *Workers' Compensation Board* that the *Contractor* and all *Subcontractors* are in good standing;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 A statutory declaration in accordance with paragraph 5.2.8 of these Supplementary Conditions of the *Contract*; and
- .9 All keys required for the entire *Project*.

The requirement to provide documents and other items listed in sub-paragraphs .1 through .9 does not limit the *Contractor's* obligations for *Substantial Performance of the Work* noted elsewhere in the *Contract*. A deficiency holdback will be retained for documents and other items not submitted and an estimated value is to be submitted for review and acceptance by the *Consultant*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following as GC 5.5.6 and 5.6.7:

- “5.5.6 At the time of *Substantial Performance of the Work*, the *Owner* may retain a deficiency holdback established by the *Consultant* based upon three times the estimated value of the outstanding items to be completed or corrected. The amount will be released by the *Owner* in one lump sum only upon correction of all deficiencies.
- 5.6.7 In addition to the deficiency holdback, the *Owner* may retain additional holdbacks as specified in the *Contract Documents* to be retained until receipt of items specified, such as close-out documentation, as-built documentation and *Owner's* manuals.”

GC 6.2 CHANGE ORDER

Add paragraph 6.2.4 to provide as follows:

- “6.2.4 The allowance for overhead and profit charged by the *Contractor* and *Subcontractors* shall be as follows:
 - .1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the *Work* performed by the *Contractor*;

- .2 Cost of labour and materials plus 10% mark-up by the *Contractor* on changes in the *Work* performed by the *Subcontractors*;
- .3 Cost of labour and materials plus 10% mark-up by the *Subcontractors* for changes in the *Work* performed by the *Subcontractors*; and
- .4 The overhead and profit for changes in the *Work* shall include supervision, administrative costs, small tools, miscellaneous materials, layout, additional bonding costs, and recording of the changes on the record drawings.”

GC 6.5 DELAYS

Add the following new paragraphs:

- “6.5.6 If the *Contractor's* operations expose any items which may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads:
- .1 The *Contractor* shall immediately notify the *Consultant* and suspend operations within the area identified by the *Consultant*. *Work* shall remain suspended within that area until otherwise directed by the *Consultant* in writing.
 - .2 Any delay in the completion date of the *Contract* that is caused by such a cessation of construction operations will be considered to be beyond the *Contractor's* control in accordance with paragraph GC 6.5.3, but will not be considered to be a delay resulting from an action of the *Owner* or the *Consultant* or anyone employed or engaged by them directly or indirectly.
 - .3 Any work directed or authorised by the *Consultant* with an archaeological find will be considered a change in *Work* authorized by a *Change Directive*, and GC 6.3 shall apply.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

Add the following new paragraphs:

- “9.1.5 The *Contractor* shall be responsible generally for the care, maintenance and protection of the *Work* during construction and during any shut-down or suspension of the *Work*.
- 9.1.6 The *Contractor* shall ensure that all rights and privileges presently accorded to all properties adjacent to the *Place of the Work* are maintained.
- 9.1.7 When carrying out excavation work, the *Contractor* may encounter underground utilities such as, without limitation, sewers, gas mains, telephone cables, power cables, and water mains. The *Contractor* shall be fully responsible for any breakage or damage to such utilities, and the *Contractor* shall pay the full cost of repairing such damages and making good any losses or damages which are caused as a result of his or her operation in carrying out this *Contract*.
- 9.1.8 It shall be the *Contractor's* responsibility to obtain written permission and to make any required arrangements with the owners of any adjacent properties on which the *Contractor* may encroach.

9.1.9 The *Contractor* shall furnish and bear the cost of any watchman the *Contractor* may require for protection to perform this *Contract*.”

GC 9.4 CONSTRUCTION SAFETY

Add the following new paragraph:

“9.4.2 The *Contractor* shall be responsible for and ensure the safety not only of the workers, *Subcontractors*, tradesmen and suppliers and their plant and equipment but also of all other persons who enter the *Place of the Work* whether during working hours or not and for that purpose shall erect such fencing, boardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.”

GC 11.1 INSURANCE

Amend paragraph 11.1.1 as follows:

Delete the words “the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided” in lines 2 and 3.

Delete paragraph 11.1.1.1 and replace with the following:

“1 Commercial general liability insurance in the form of a wrap-up liability insurance in the amount of not less than five million dollars (\$5,000,000) per occurrence. The *Owner*, the *Consultant*, sub-consultants and special consultants as identified by the *Owner* and all *Subcontractors* involved in the performance of the *Work* shall be additional insureds under the commercial general liability insurance policy which shall contain a cross liability clause whereby one insured can make a claim, or bring an action, against another insured. The commercial general liability insurance shall remain in force from the commencement of the performance of the *Work* under the *Contract*, and shall include completed operations coverage effective for a period of two (2) years following issuance of the *Certificate of Completion*.”

Delete paragraph 11.1.1.2 and replace with the following:

“2 Vehicle liability insurance in the amount of not less than \$5,000,000 per occurrence from the date of commencement of the *Work* until one year after the date of issue of the *Certificate of Completion*.”

Delete paragraph 11.1.1.3 in its entirety.

Delete the first sentence in paragraph 11.1.1.4 and replace with the following:

“4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant* and sub-consultants and special consultants as identified by the *Owner*.”

Delete paragraph 11.1.1.5 in its entirety.

Add the following to paragraph 11.1.1:

“8 Course of construction or builder’s risk insurance in the amount of 100% of the *Contract Price*.”

“9 Professional liability insurance in the amount of not less than \$2,000,000 for any professionals that the *Contractor* may engage in performing the *Work* in this *Contract*.”

Delete paragraphs 11.1.6 to 11.1.8 in their entirety and replace with the following new paragraphs:

“11.1.6 All insurance policies shall have the right of subrogation waived as against the *Owner*, the *Consultant*, their employees and agents.

11.1.7 All insurance policies shall contain provisions to the effect that thirty (30) days prior notice of cancellation will be given in writing to each insured, including the *Owner*. In the event that some or all of the insurance policies required under this *Contract* are cancelled, the *Contractor* shall promptly obtain insurance with other insurers so as to comply with the provisions of this *Contract*.

11.1.8 The *Contractor* shall ensure that its *Subcontractors* comply with all applicable insurance requirements.

11.1.9 Where the *Work* involves blasting and other activities, any exclusions of such aspects of the *Work* shall be deleted from the insurance policies.”

GC 11.2 CONTRACT SECURITY

Delete paragraph 11.2.1 in its entirety and replace with the following:

“11.2.1 The *Contractor* shall, at least 7 calendar days prior to the commencement of construction, provide to the *Owner* a performance bond and a labour and material payment bond, each in the amount of **50%** of the *Contract Price* covering the performance of the *Work*.”

Delete paragraph 11.2.2 in its entirety and replace with the following:

“11.2.2 All bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in British Columbia and in a form acceptable to the *Owner*, and shall be maintained in good standing until the fulfillment of the *Contract* including all warranty obligations pursuant to GC12.3 WARRANTY.

GC 12.3 WARRANTY

Amend paragraph 12.3.1 to provide as follows:

“12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is two years from the date of *Substantial Performance of the Work*.”

Amend paragraphs 12.3.3, 12.3.4 and 12.3.6 to provide as follows:

“12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the two-year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the two-year warranty period.

12.3.6 Any extended warranties required beyond the two-year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.”

Add new PART 13 ADDITIONAL GENERAL CONDITIONS:

“PART 13 ADDITIONAL GENERAL CONDITIONS

GC 13.1 LIQUIDATED DAMAGES

13.1.1 If the *Contractor* fails to attain *Substantial Performance of the Work* on or before the date stipulated for attaining *Substantial Performance of the Work* in Article A-1.3 of Article A-1 THE WORK of the Agreement Between Owner and Contractor (the “*Substantial Performance Date*”), the *Contractor* shall pay to the *Owner* liquidated damages calculated as \$2,000 for each calendar day that *Substantial Performance of the Work* extends beyond the *Substantial Performance Date*.

It is expressly agreed that it may be difficult to calculate the damages which would result from the *Contractor's* failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*, and the parties agree that the liquidated damages payable under this section 13.1.1 are not intended to be a penalty but rather represent the parties’ best estimate of the damages the *Owner* is likely to suffer as a result of the *Contractor's* failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*, and the delay to the *Owner* resulting from that failure.

13.1.2 In the event that the *Consultant* reasonably determines that the *Contractor* is not progressing in accordance with the *Schedule* with the result that the *Contractor* will not achieve *Substantial Performance of the Work* by the *Substantial Performance Date*, the *Owner* may commence to hold back amounts from payments due to the *Contractor* totaling an amount sufficient to cover the *Consultant's* estimate of liquidated damages that may be payable pursuant to paragraph

13.1.1. In the event that the *Owner* holds back more than is owed pursuant to paragraph 13.1.1, it shall forthwith pay such excess to the *Contractor*.

13.1.3 The *Owner* may deduct any amount due under this paragraph from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other right that may be available to the *Owner* as a result of the Contractor's failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*."

GC 13.2 BONUS FOR EARLY COMPLETION

Delete paragraph 13.2.1 in its entirety and replace with the following:

13.2.1 There is no bonus for Early Completion applicable for this Contract:

END OF SECTION

APPENDIX B – SUBMISSION FORM

1. Proponent Information

| | |
|--|--|
| Please fill out the following form, naming one person to be the Proponent’s contact for the RFT process and for any clarifications or communication that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under which Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (if any): | |
| Proponent Contact Name and Title: | |
| Proponent Contact Phone: | |
| Proponent Contact Fax: | |
| Proponent Contact Email: | |

- I acknowledge that the above company does have a valid City of White Rock Business License or British Columbia Professional License/Permit to Practice.

- I acknowledge that the above company does not have a City of White Rock Business License and understands the procedure in obtaining a valid license that must accompany the signed award letter.

The awarded vendor must provide a copy of their City of White Rock Business License with the signed award letter.

All related information on obtaining a Business License can be found here:

www.whiterockcity.ca/333/Business-Licences

2. Offer

The Proponent has carefully examined the RFT Documents and has a clear and comprehensive knowledge of the Work required under the RFT. By submitting a Tender, the Proponent agrees and consents to the terms, conditions and provisions of the RFT, including the Form of Contract, and offers to provide the Work in accordance therewith at the rates set out in its Tender.

3. Schedules

This Submission Form includes the following schedules completed by the Proponent which are attached to and form part of this Submission Form:

Schedule A: Proponent’s Experience, Reputation and Qualifications

Schedule B: Proponent’s Work Plan and Methodology

Schedule C: Proponent’s Work Schedule

Schedule D: Proponent’s Pricing for Work

Schedule E: Proponent’s Pricing for Additions and Deletions

The Proponent confirms that it has factored all of the provisions of this RFT, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The Proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus is on Proponents to make any necessary amendments to their Tenders based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFT.

6. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Tender; **AND** (b) were elected officials or employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Tender; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that (a) there was no Conflict of Interest in preparing its Tender; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFT.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Tender, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Tender, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Tender by the City to the advisers retained by the City to advise or assist with the RFT process, including with respect to the evaluation this Tender.

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Tender; **AND** (b) were elected officials or employees of the City and have ceased that employment within twelve (12) months prior to the Submission Deadline:

| |
|--|
| Name of Individual: |
| Job Classification: |
| Department: |
| Last Date of Employment with the City: |
| Name of Last Supervisor: |
| Brief Description of Individual’s Job Functions: |
| Brief Description of Nature of Individual’s Participation in the Preparation of the Tender: |

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide the City with additional information about each individual identified above in the form prescribed by the City.

8. Tender Validity Period

The Proponent agrees that its tender shall be valid for a period of **60 days** following the Submission Deadline.

9. Execution of Contract

The Proponent agrees that in the event its Tender is selected by the City, in whole or in part, the Proponent will finalize and execute the Contract in the form set out in Section 1.3 of this RFT and in accordance with the terms of this RFT.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Schedule A: Proponent’s Experience, Reputation and Qualifications

Proponents should provide the following information in the space provided and/or by attaching additional pages, if necessary:

A) Proponent Profile

Proponent profile, including full legal name, form of business organization (e.g. corporation, sole proprietorship, etc.), length of time in business, number of employees, and a brief description of Proponent’s current business:

| | | | |
|--|-------------|-----------------|------------------------|
| Full Legal Name of Proponent: | | | |
| Any Other Relevant Name under which Proponent Carries on Business: | | | |
| Form of Business: | Corporation | Sole Proprietor | Other Form of contract |
| | Y / N | Y / N | |
| Period in business | Years: | Months: | |
| Management Staff (numbers) | | | |
| Technical / Professional Staff (numbers): | | | |
| Construction Labourers (Full time - numbers) | | | |
| Construction Labourers (Part time - numbers) | | | |
| Current Business Description | | | |

Schedule A: Proponent’s Experience, Reputation and Qualifications

B) Qualifications and Experience

Details of Proponent’s ability and expertise that will allow Proponent to satisfactorily provide the Work, including a description of relevant past experience with similar contracts (including references, contract value, and date of performance). Proponent should detail at least three (3) projects it has completed in the past three (3) years that it considers is substantially similar to the Work required under this RFT:

| Project # | Project Name / Description | Client Name Client Reference and Contact Details | Project Dates: Start / Finish | Contract Value (excl. GST) |
|------------------|-----------------------------------|---|--|---------------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | | | | |

C) Key Personnel

Key personnel of the Proponent who will be responsible for the Work, together with a description of their respective responsibilities and related experience:

| # | Personnel Name | Project Responsibility | Relevant Experience |
|----------|-----------------------|-------------------------------|----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

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APPENDIX B – SUBMISSION FORM
Schedule A: Proponent’s Experience, Reputation and Qualifications

D) Subcontractors (if any)

Subcontractors that the Proponent intends to use for performance of the Work, including a description of the portion of the Work proposed to be subcontracted and the subcontractor’s relevant experience:

| # | Sub-Contractor Name | Proposed Project Responsibility | Relevant Experience |
|---|---------------------|---------------------------------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

E) Financial History

Details of Proponent’s financial strength including copies audited financial statements for past three years, details of any ongoing or recent bankruptcy/insolvency proceedings in past three years and details of other contracts that have terms that would overlap with the Contract:

APPENDIX B – SUBMISSION FORM
Schedule A: Proponent’s Experience, Reputation and Qualifications

F) References

Details of Proponent’s references:

| # | Reference Name / Employment Details | Reference Contact Details | Relationship with Proponent | Expertise and Experience of Reference |
|---|--|---------------------------------------|--------------------------------|---|
| 1 | | E-mail: Mobile: Office: | | |
| 2 | | Mobile: Office: | | |
| 3 | | Mobile: Office: | | |

Schedule B: Work Plan and Methodology

Proponents should provide the following information in the space provided and/or by attaching additional pages, if necessary:

- A) A brief narrative that illustrates the Proponent’s understanding of the Municipality’s requirements for the performance of the Work:

- B) A description of the general approach and methodology the Proponent would take in performing and managing the Work:

- C) Any suggested amendments to the Work as described in the RFT that the Proponent suggests would be of benefit to the Municipality in terms of value for money, cost savings, environmental benefits, technological benefits, or other benefits:

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Schedule B: Work Plan and Methodology

D) Proponent's Tenders to minimize neighbourhood and community disruptions and nuisances in carrying out Work:

E) Proponent's Tenders to ensure compliance with all applicable environmental laws and regulations:

F) Proponent's Tenders to address installation of 50 mm diameter HDPE pipe to rear of properties:

Schedule C: Work Schedule

Proponents should provide the following information in the space provided and/or by attaching additional pages, if necessary:

| <u>Work Description</u> | <u>Target Date</u> |
|-------------------------|--------------------|
| Start Date | |
| | |
| | |
| | |
| | |
| | |
| Completion Date | |

Schedule D: Pricing for Work

Proponents should provide their estimated pricing for the Work in the table below. If a Proponent wishes to provide an alternative pricing structure for the Work, the Proponent may describe the alternative structure, including how it would benefit the Municipality, in an attached page.

- (a) Proponents should provide the information requested below.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (“GST”), which should be itemized separately.
- (c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX B – SUBMISSION FORM

Schedule D: Pricing for Work

| ITEM NO. | MMCD SECTION | SPECIFICATION TITLE | UNIT | EST. QTY | UNIT PRICE | AMOUNT |
|---|-------------------|---|---------------|----------|------------|--------|
| PROJECT 1: GOGGS AVENUE WATERMAIN | | | | | | |
| DIVISION 01 - GENERAL REQUIREMENTS | | | | | | |
| | 01 55 00 | Traffic Control, Vehicle Access and Parking | | | | |
| | 1.5.1 | Traffic Control, Vehicle Access and Parking Goggs Avenue and Oxford Street | Lump Sum | 1 | | |
| | 31 24 13 | Earthworks, Trees, Landscaping | | | | |
| | 1.8 | Replacement of Existing Trees To previous standard | Each | 4 | | |
| | 1.8 | Topsoil Stripping and Reuse To previous standard | Cubic Meter | 44 | | |
| | 1.8 | Landscaping Restore grass to previous standard | Square Meter | 360 | | |
| | 31 23 01 | Excavating, Trenching and Backfilling | | | | |
| | 1.10.2 | Hand Excavation Extra over pipe laying for trench excavation by hand | Cubic Meters | 30 | | |
| DIVISION 01 - GENERAL REQUIREMENTS: Sub-Total | | | | | | |
| DIVISION 32 - ROADS AND SITE IMPROVEMENTS | | | | | | |
| | 32 01 16.7 | Cold Milling | | | | |
| | 1.5 | Surface Milling Average 40mm thick, dispose offsite | Square Meter | 16 | | |
| | 32 12 13.1 | Asphalt Tack Coat | | | | |
| | 1.5 | Asphalt Tack Coat Emulsified Asphalt | Square Meter | 16 | | |
| | 32 12 16 | Hot-Mix Asphalt Concrete Paving | | | | |
| | 1.5 | Asphalt Pavement Upper Coarse #1 | Tonne | 3 | | |
| DIVISION 32 - ROADS AND SITE IMPROVEMENTS: Sub-Total | | | | | | |
| DIVISION 33 - UTILITIES | | | | | | |
| | 33 11 01 | Waterworks | | | | |
| | 1.8.2 | Watermain PVC 300 mm dia. ave. depth of main 1.5 m Native Backfill | Lineal Metres | 110 | | |
| | 1.8.2 | Joint Restraints 300 mm PVC as specified | Each | 17 | | |
| | 1.8.3 | In-line Gate Valves 300 mm | Each | 3 | | |
| | 1.8.3 | Tee 200 mm X 200 mm X 300 mm PVC Flanged, incl. cut and install in existing main | Each | 1 | | |
| | 1.8.3 | Tee 300 mm X 300 mm X 300 mm PVC Flanged, incl. cut and install in existing main | Each | 2 | | |
| | 1.8.3 | 11.25 deg Bend 300 mm diameter PVC | Each | 2 | | |

Initial by Proponent _____

APPENDIX B – SUBMISSION FORM

Schedule D: Pricing for Work

| ITEM NO. | MMCD SECTION | SPECIFICATION TITLE | UNIT | EST. QTY | UNIT PRICE | AMOUNT |
|--|-------------------|---|---------------|----------|------------|--------|
| | 1.8.3 | 45 deg Bend 300 mm diameter PVC | Each | 2 | | |
| | 1.8.3 | Couplings 300 mm | Each | 4 | | |
| | 1.8.13 | Watermain Tie-in Oxford Street | Lump Sum | 1 | | |
| | 1.8.13 | Watermain Tie-in Goggs Avenue | Lump Sum | 1 | | |
| DIVISION 33 - UTILITIES: Sub-Total | | | | | | |
| PROJECT 1: GOGGS AVENUE WATERMAIN: Sub Total | | | | | | |
| PROJECT 2: CYPRESS ST, PACIFIC AVE, ROYAL AVE, BALSAM ST WATERMAINS | | | | | | |
| DIVISION 01 - GENERAL REQUIREMENTS | | | | | | |
| | 01 55 00 | Traffic Control, Vehicle Access and Parking | | | | |
| | 1.5.1 | Traffic Control, Vehicle Access and Parking | Lump Sum | 1 | | |
| DIVISION 01 - GENERAL REQUIREMENTS: Sub-Total | | | | | | |
| DIVISION 31 - EARTHWORK | | | | | | |
| | 31 24 13 | Earthworks, Trees, Landscaping | | | | |
| | 1.8 | Landscaping To previous standard | Square Meter | 110 | | |
| DIVISION 31 - EARTHWORK: Sub-Total | | | | | | |
| DIVISION 32 - ROADS AND SITE IMPROVEMENTS | | | | | | |
| | 32 01 16.7 | Cold Milling | | | | |
| | 1.5 | Surface Milling Average 40mm thick, dispose offsite | Square Meter | 2600 | | |
| | 32 12 13.1 | Asphalt Tack Coat | | | | |
| | 1.5 | Asphalt Tack Coat Emulsified Asphalt | Square Meter | 2600 | | |
| | 32 12 16 | Hot-Mix Asphalt Concrete Paving | | | | |
| | 1.5 | Asphalt Pavement Upper Coarse #1 | Tonne | 500 | | |
| DIVISION 32 - ROADS AND SITE IMPROVEMENTS: Sub-Total | | | | | | |
| DIVISION 33 - UTILITIES | | | | | | |
| | 33 11 01 | Waterworks | | | | |
| | 1.8.2 | Watermain PVC 150 mm diameter depth of main 1.0 m Native Backfill | Lineal Meters | 660 | | |
| | 1.8.2 | Watermain HDPE 50 mm diameter depth of main 1.0 m Native Backfill | Lineal Meters | 70 | | |
| | 1.8.2 | Joint Restraints 150 mm PVC as specified | Each | 90 | | |

Initial by Proponent _____

APPENDIX B – SUBMISSION FORM

Schedule D: Pricing for Work

| ITEM NO. | MMCD SECTION | SPECIFICATION TITLE | UNIT | EST. QTY | UNIT PRICE | AMOUNT |
|--|--------------|--|----------|----------|------------|--------|
| | 1.8.3 | In-line Gate Valves 150 mm | Each | 21 | | |
| | 1.8.3 | Tee 150 mm X 150 mm X 150 mm PVC Flanged, incl. cut and install in existing main | Each | 13 | | |
| | 1.8.3 | Cross 150 mm X 150 mm X 150 mm X 50 mm PVC Flanged, incl. cut and install in existing main | Each | 1 | | |
| | 1.8.3 | 45 deg Bend 150 mm diameter PVC | Each | 10 | | |
| | 1.8.3 | Saddle 50 mm Stainless Steel | Each | 2 | | |
| | 1.8.6 | Cap 100 mm diameter DI | Each | 3 | | |
| | SSP 16 | Hydrant Assembly Standard Drawing W4 | Each | 4 | | |
| | 1.8.3 | Water Service Connections (Short Side) 38 mm diameter per Standard Drawings W2a, W2b | Each | 8 | | |
| | 1.8.3 | Water Service Connections (Long Side) 38 mm diameter per Standard Drawings W2a, W2b | Each | 3 | | |
| | 1.8.3 | Water Service Connections (Rear Easement) 38 mm diameter per Standard Drawings W2a, W2b | Each | 2 | | |
| | 1.8.13 | Watermain Tie-in Cypress Street and Pacific Lane | Lump Sum | 1 | | |
| | 1.8.13 | Watermain Tie-in Balsam Street and Pacific Lane | Lump Sum | 1 | | |
| | 1.8.13 | Watermain Tie-in Balsam Street and Pacific Avenue | Lump Sum | 1 | | |
| DIVISION 33 - UTILITIES: Sub-Total | | | | | | |
| PROJECT 2: CYPRESS ST, PACIFIC AVE, ROYAL AVE, BALSAM ST WATERMAINS | | | | | | |
| Sub Total | | | | | | |

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Schedule D: Pricing for Work

| {WR019-012} RFT – 2018 Water Utility Capital Works Construction Cost Estimate | | | |
|--|---|---------------------------|-----------------|
| Project | Description | | Amount |
| Project 1 | Construction Cost Goggs Avenue Watermain | Sub-Total Carried Forward | |
| Project 2 | Construction Cost Cypress St, Pacific Ave, Royal Ave, Balsam St Watermain | Sub-Total Carried Forward | |
| Project 1 & 2 | Bonding Requirements Bonding Requirements as per Section 1.5.8 | Lump Sum | |
| Sub-Total: Construction Cost (excluding GST) | | | |
| | | | GST (5%) |
| PROJECT TOTAL COST | | | |

Initial by Proponent _____

Schedule E: Unit Prices for Additions and Deletions

The following Unit Prices shall be used to determine the value of authorized changes in the Work in accordance with the General and Supplementary Conditions. The Unit Prices listed for additions apply to performing additional work during the time scheduled for performance of similar work already included in the Bid Price and will increase the Contract Price. Unit Prices for deletions will decrease the Contract Price. Unit Prices do NOT include GST.

| Item | Description | Unit Price | Unit Price (\$) | |
|------|-------------|------------------|-----------------|----------|
| | | | Addition | Deletion |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Sub Total | | |

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APPENDIX C – WORK SPECIFICATIONS

Schedule A: Standard Specification Documents (MMCD)

Master Municipal Construction Documents Volume II - Platinum Edition Printed 2009 (MMCD) are the Standard Specification Documents for the Contract.

Standard Specifications and Standard Detail Drawings from the MMCD are incorporated by reference only and are not attached in the Tender Package.

The Master Municipal Construction Documents are available for purchase from:

Support Services Unlimited
102-211 Columbia Street,
Vancouver, B.C. V6A 2R5
Tel: 604-68100295 Fax: 604-681-4545
<http://www.MMCD.net>

In the event of a direct conflict between MMCD and Schedule B: Supplementary Specification (Project), Schedule B below takes precedence.

Should there be any issue with respect to the meaning or application of any MMCD defined term, a "Related Work" specification, or a General Conditions reference, the issue will be determined by the Engineer in its sole discretion.

Schedule B: Supplementary Specifications (Project)

The following specifications, which are specific to this project, form part of the Contract and are supplementary to both the Specifications within the MMCD and the Supplementary Specifications within the Supplementary Master Municipal Construction Documents. In the event of a direct conflict, the Supplementary Specifications (Project) take precedence. Notwithstanding this order of precedence, in the event of a conflict between any of the Contract Documents, the more stringent provisions shall apply with the intent that those which produce the highest quality with the highest level of safety, operational reliability, durability and performance, shall govern.

A) BUSINESS RESIDENT ACCESS

The Contractor must ensure that all existing access to and from existing resident's homes is maintained during the contract.

B) RESIDENT INFORMATION

The Contractor will provide a copy to the City of their standard information letter advising affected residents of the proposed works. The City will issue the letter on City letterhead. Contractor will be responsible for making copies and delivering these letters no later than 5 days before the start of construction.

C) UTILITIES

In addition to the requirements of the General Conditions, the Contractor shall cooperate fully with all utility companies and public agencies, the respective last known addresses and telephones being:

| | |
|-----------------|------------------------------|
| A) Electricity: | BC Hydro and Power Authority |
| | 8475 - 128 Street |
| | Surrey, BC V3W 0G1 |
| | Telephone: (604) 543-6000 |

- B) Gas: Fortis Gas
16705 Fraser Highway
Surrey, BC V3S 2X7
Telephone: (604) 576-7030
- C) Telephone: Telus
8th Floor - 3777 Kingsway
Burnaby, BC V5H 3X7
Telephone: (604) 436-4842
- D) Storm and Sanitary Sewers: City of White Rock
Works Yard
877 Keil Street
White Rock, BC V4B 4V6
Telephone: (604) 541-2181
- E) Water main: City of White Rock
Works Yard
877 Keil Street
White Rock, BC V4B 4V6
Telephone: (604) 541-2181
- F) Cable TV: Shaw Cable Systems
4250 Kingsway,
Burnaby, BC V5E 4J
Telephone: 604-629-400

D) SAFETY PROCEDURES

Contractor shall follow WorkSafeBC-compliant procedures for all work, such as confined space entry, and shoring work on this project.

E) PROTECTION OF THE ENVIRONMENT

The Contractor shall comply with all federal and provincial regulations so that construction work does not adversely affect the environment of fish producing or fish nutrient streams, river, lakes and other bodies of water within or in the vicinity of, or downstream from the place of work, not only during active construction of the site, but also during periods where the Contractor has suspended construction activity for any reason.

Notwithstanding the above noted requirements, this shall include but not be limited to the following:

- (a) No machinery and equipment shall be operated within the wetted perimeter of any stream, lake or other body of water unless under authority of fisheries' personnel.
- (b) The work under this contract shall be undertaken in a manner which will prevent entry of any soil, silt, waterborne sediments, organic debris, slash, bark, wood chips, sawdust, ashes, gas, oil, grease, other petroleum products and deleterious substances into any stream, lake or other body of water, whether directly, by surface run-off or other means.

F) INTERFERING SERVICES

1. The Contractor shall, at his own expense, provide for the uninterrupted flow of all watermains, sewers, drains, and any other utility encountered during the work.
2. When other utility structures are encountered, the Contractor shall support them to the satisfaction of the Engineer so as to protect them from damage. The Contractor shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation. The Contractor shall also, at his own expense, temporarily relocate any services which may conflict with the installation of the work.
3. It is the Contractor's responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the Contractor at his own expense shall make explorations and excavations for such purposes.
4. Where gas mains and/or service lines exist in the vicinity of the proposed work, the Contractor shall consult the officers of the gas company prior to commencing operations and arrange for mutually agreeable procedure for their protection.
5. Any additional Telus or Hydro work added to the contract shall be estimated by the Contractor as a lump sum unit or fork with a breakdown of the associated costs (labour, material, etc.). The Contact Administrator will review the Lump Sum price and has the option of either proceeding with the work at the Lump Sum price or using Force Account (machine, materials and labour) plus 10% markup. Machine prices will be taken from the current edition of the MoT Blue Book.

G) ROAD CLOSURE / TRAFFIC MANAGEMENT REQUIREMENTS

Payment for all work relating to notifications, communications, signage, and traffic management shall be included in each item as per the schedule of quantities.

No additional costs for any matters relating to Traffic Management will be entertained in the course of the Project.

H) REINSTATE SERVICES

Payment for all work relating to the reinstatement of services shall be included in each item as per the schedule of quantities. This item includes all work required to reconnect lateral services to the proposed sewer mains at the various depths described in each item. It included all traffic control, bypass pumping, removals, disposal, pipe, fittings, cap and abandonment of existing service, imported backfill, and surface reinstatement.

I) NOTIFICATION/SCHEDULE OF WORK

The Contractor shall provide a bi-weekly e-mail status report to the Owner and the Engineer containing:

- The anticipated schedule of activities and locations for the upcoming 2-week work period
- A brief summary of the work completed in the previous 2 weeks
- Any problems encountered the previous 2 weeks

- Any other issues related to the work progress

E-mail contract information will be provided at the pre-construction meeting.

Failure of the Contractor to provide notification will result in no further work.

The hours of work will be from 7:00 a.m. to 5:00 p.m. Monday to Friday or as approved by the City, as per City Noise By-law 2018.

The Owner and the Engineer shall be informed one week in advance of any stoppage or restart of work.

Operation for each of the items may be separate and may involve several mobilizations, setting ups and demobilization. Payment for these services and works is deemed to be included in the Unit Rates in the Form of Tender.

J) DUMP SITES

All waste that is removed from the Site under this contract shall be disposed of by the Contractor at their cost at an approved off-site disposal area.

K) INCIDENTAL ITEMS

Payment for all work performed under the following MMCD Sections shall be incidental to payment for work described in other MMCD Sections:

| MMCD Section | Item Description |
|--------------|----------------------------------|
| 01 33 01 | Project Record Documents |
| 01 51 01 | Temporary Utilities and Lighting |
| 01 52 01 | Temporary Structures |
| 01 53 01 | Temporary Facilities |
| 01 57 01 | Environmental Protection |

Schedule C: Project Drawings

Attached.