



**Request for Proposals**  
**For**  
**Johnston Road and Russell Avenue Intersection**  
**Road Construction Contract**

Request for Proposals No.: WR19-051

Issued: January 7, 2020

Submission Deadline: January 29, 2:00pm Local Time

Location: City of White Rock

Engineering and Municipal Operations Department  
877 Keil Street, White Rock, British Columbia, V4B 4V6

## Table of Contents

PART 1 – REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS .....	4
1.1 Request for Proposals .....	4
1.1.1 Definitions.....	4
1.1.2 RFP Documents and Due Diligence .....	5
1.1.3 Resolution of Discrepancies and Ambiguities .....	5
1.2 RFP Contact .....	6
1.3 Type of Contract for Work.....	6
1.4 Type of Work Specifications .....	6
1.5 RFP Timetable .....	6
1.5.1 Mandatory Site Visit .....	7
1.6 Submission of Proposals .....	7
1.6.1 Proposals to be submitted in Prescribed Form.....	7
1.6.2 Proposals to be Submitted at Prescribed Location .....	8
1.6.3 Proposals to be Submitted on Time .....	8
1.6.4 Proposals to be Submitted in Prescribed Format .....	8
1.6.5 Amendment of Proposals .....	8
1.6.6 Withdrawal of Proposals .....	9
1.6.7 Proposals Irrevocable after Submission Deadline.....	9
1.6.8 Bonding Requirements for Proposals.....	9
1.6.9 Bonding Requirements for Successful Proponent.....	9
1.6.10 Alternative products or materials .....	10
1.7 Proposal Openings .....	10
1.7.1 Private Opening of Proposals.....	10
1.7.2 Disqualification of Proposals .....	10
PART 2 EVALUATION AND AWARD.....	12
2.1 Evaluation Criteria .....	12
2.1.1 Clarifications and Additional Information .....	12
2.1.2 Appearance before Evaluation Team to Provide Clarifications.....	12
2.1.3 No Disclosure of Evaluations .....	12
2.1.4 Representations of Proponents.....	12

2.1.5	Completeness of Proposal .....	13
2.1.6	Lowest Proposal Price Not Determinant.....	13
2.2	Notice to Proponent and Execution of Contract .....	13
2.3	Failure to Enter into Contract.....	13
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS .....		14
3.1	General Information and Instructions .....	14
3.1.1	RFP Incorporated into Proposal.....	14
3.1.2	Proponents to Follow Instructions .....	14
3.1.3	Proposals in English.....	14
3.1.4	No Incorporation by Reference .....	14
3.1.5	References and Past Performance .....	14
3.1.6	Information in RFP Only an Estimate.....	14
3.1.8	Proposal to be Retained by the City.....	15
3.1.9	Exclusivity of Contract .....	15
3.1.10	Sub-Contracting .....	15
3.1.11	Contract Subject to applicable Permits and Licenses.....	15
3.2	Communication after Issuance of RFP .....	15
3.2.1	Proponents to Review RFP .....	15
3.2.2	All New Information to Proponents by Way of Addenda.....	16
3.2.3	Post-Deadline Addenda and Extension of Submission Deadline.....	16
3.2.4	Verify, Clarify and Supplement .....	16
3.3	Notification and Debriefing .....	16
3.3.1	Notification of Successful Proponent and Execution of Contract.....	16
3.3.2	Notification to Other Proponents .....	17
3.3.3	Debriefing .....	17
3.3.4	Procurement Protest Procedure .....	17
3.4	Conflict of Interest and Prohibited Conduct .....	17
3.4.1	Conflict of Interest .....	17
3.4.2	Disqualification for Conflict of Interest.....	17
3.4.3	Disqualification for Prohibited Conduct .....	18
3.4.4	Prohibited Proponent Communications .....	18
3.4.5	Proponent Not to Communicate with Media .....	18
3.4.6	No Lobbying .....	18

3.4.7	Illegal or Unethical Conduct .....	18
3.4.8	Past Performance or Past Conduct .....	18
3.5	Confidential Information.....	19
3.5.1	Confidential Information of the City.....	19
3.5.2	Confidential Information of Proponent.....	19
3.6	Reserved Rights and Limitation of Liability.....	19
3.6.1	Reserved Rights of the City .....	19
3.6.2	Limitation of Liability.....	20
3.7	Governing Law and Interpretation.....	21
APPENDIX A – SUPPLEMENTARY CONDITIONS OF THE CONTRACT .....		22
APPENDIX B – SUBMISSION FORM.....		31
APPENDIX C – WORK SPECIFICATIONS .....		47

# PART 1 – REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

## 1.1 Request for Proposals

This Request for Proposals (the “**RFP**”) by the City of White Rock (the “**City**”) is to prospective Proponents (“**Proponents**”) to submit Proposals for the Johnston Road and Russell Avenue Intersection Improvement Road Construction Contract, as further described in the work specifications in Appendix C (the “**Work**”). This work is intended to upgrade the existing road condition to meet City of White Rock requirements, which includes pavement rehabilitation, curb & gutter re-installation, sidewalk and ramp re-construction, and associated works. The work limits for Russell Avenue are approximately 25m to west and 55m to east from the middle of intersection; the work limits for Johnston Road are approximately 15m to north and 20m to south from the middle of intersection.

It is important to note the following:

The lowest or any Proponents will not necessarily be accepted, and the City will not be responsible for any cost incurred by the Proponents in preparing the RFP. The City of White Rock reserves the right to reject any or all Proponents, and to waive informalities in any or all Proponents.

### 1.1.1 Definitions

In this RFP, the following definitions apply:

- .1 “**Bid Bond**” means the security to accompany the Proposal as required by Section 1.5.8 of this RFP;
- .2 “**Closing**” means the Submission Deadline;
- .3 “**Contract**” means the contract described in Section 1.3 of this RFP;
- .4 “**Contract Administrator**” means the person person, firm or corporation appointed by the City and identified by the City in writing to the Contractor. The Contract Administrator may be the City’s Engineer, other employee or officer, or may be an outside consultant;
- .5 “**Contractor**” means the successful Proponent who enters into a Contract with the City;
- .6 “**Proponent**” means a proponent submitting a Proposal;
- .7 “**Proposal**” means a Proposal submitted in response to the RFP in accordance with Section of this RFP;
- .8 “**Proposal Price**” means the total monetary sum identified by the Proponent the Submission Form;
- .9 “**RFP**” means this Request for Proposals;

- .10 **“RFP Contact”** means the person identified in Section 1.2 of this RFP or their successor;
- .11 **“RFP Documents”** means this RFP and all appendices and addenda;
- .12 **“Submission Deadline”** has the meaning described in Section 1.5 of this RFP;
- .13 **“Submission Form”** means the Submission Form described in Section 1.5.1 of this RFP;
- .14 **“Substantial Performance”** means the stage of completion when all Work, as certified by the Contract Administrator, is capable of completion or correction at a cost of not more than:
  - (1) 3% of the first \$500,000 of the Contract Price;
  - (2) 2% of the next \$500,000 of the Contract Price; and
  - (3) 1% of the balance of the Contract Price; andthe Work, or a substantial part of it, is ready for use or is being used for the purpose intended.
- .15 **“Work”** means the White Rock construction work and specifications described in Schedule A of this RFP.

#### 1.1.2 RFP Documents and Due Diligence

- .1 RFP Documents are made available only for the purpose of obtaining Proposals for this RFP. Their use does not confer a license or grant for other purposes.
- .2 Upon receipt of RFP Documents, verify that documents include all pages and attachments indicated by the Table of Contents. Notify RFP 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 RFP Documents as to the provisions of the Contract, and to fully inform itself prior to submitting a Proposal 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 RFP Documents, or if a Proponent is in doubt as to their meaning, the Proponent should contact the RFP Contact immediately in writing. Should addenda to the RFP 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 Proposal Price.

- .2 Requests for clarification must be in writing and received by the RFP Contact six (6) business days before the date of Closing.
- .3 No oral interpretations will be effective to modify the provisions of the Proposal or Contract.

## 1.2 RFP Contact

For the purposes of this RFP process, the City's contact person (the "**RFP Contact**") will be:

Michael Hill – Project Manager, R.F. Binnie & Associates Ltd.  
Email: MHill@binnie.com

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 RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Proposal.

## 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 RFP 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 two weeks commencing on or about February 11, 2020, with Substantial Performance on or before March 6, 2020 and total completion of the work on or before March 13, 2020.

## 1.4 Type of Work Specifications

All design and construction specifications refer to Master Municipal Construction Documents ("MMCD") Platinum Edition, printed 2009. Copies of MMCD Specifications and Standard Details Drawings have not been included with the Tender package, which are contained in the publication. The MMCD (Platinum Edition printed 2009) can be purchased from Support Service Unlimited, Suite 302, 1107 Homer Street, Vancouver, BC V6B 2Y1, telephone: 604-681-0295.

All Specifications supplementary to MMCD Specifications for this *Contract* are referred to in Appendix C.

## 1.5 RFP Timetable

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

Issue Date of RFP	January 7, 2020
Mandatory Site Visit	January 14, 2020 at 1:00 PM Local time
Deadline for Questions	January 21, 2020 at 4:00 PM Local time
Deadline for Issuing Addenda	January 24, 2020 at 4:00 PM Local time
Deadline for Proponent's Submission of Proposal	January 28, 2020 at 2:00 PM Local time
Anticipated Execution Date for Contract	February 11, 2020
End Date of Irrevocability Period for Proposals	February 11, 2020
Target Substantial Completion Date	March 6, 2020
Target Total Completion Date	March 13, 2020

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

#### 1.5.1 Mandatory Site Visit

- .1 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 January 14 , 2020 at 1:00 PM Local Time. Each Proponent is permitted to have a maximum of three (3) representatives attended at the site visit.

## 1.6 Submission of Proposals

Proposals submitted in response to this RFP must be in accordance with this section.

#### 1.6.1 Proposals to be submitted in Prescribed Form

- .1 Proposals 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 "Proposal").

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

- .2 Proposals shall be typewritten or made in ink. Penciled entries or changes will not be considered.
- .3 Proposals 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 Proposal Price.
- .4 Proposals shall be for the entire Work described in this RFP, including inspection and testing by qualified independent agencies as specified.
- .5 Proposals shall be firm for the duration of the Contract and be unaffected by escalations in costs of wages and materials.



- .6 Proposals 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 Proposal, in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Proposal 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 business license prior to commencement of Work.

#### 1.6.2 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

City of White Rock  
Engineering and Municipal Operations Department  
877 Keil Street  
White Rock, British Columbia, V4B 4V6  
Attention: Rosaline Choy, Manager of Engineering

#### 1.6.3 Proposals to be Submitted on Time

- .1 Proposals must be submitted at the location set out in 1.6.2.1 on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the Proponent to deliver its Proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. The City does not accept any responsibility for Proposals 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.
- .2 Proponents are advised to allow at least 48 hours to ensure Proposals are delivered on time. The City assumes no responsibility for any failure by a Proponent to submit a Proposal in accordance with this RFP.

#### 1.6.4 Proposals to be Submitted in Prescribed Format

- .1 Proponents must submit three (3) 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 Proposal, the hard copy of the Proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover page), with the full legal name and return address of the Proponent.

#### 1.6.5 Amendment of Proposals

- .1 Proponents may amend their Proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP 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 Proposal the amendment is intended to amend or replace. Amended Proposals should also be submitted in the number and format described in section 1.5.4 above.

#### 1.6.6 Withdrawal of Proposals

- .1 Proponents may withdraw their Proposals prior to the Submission Deadline. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP 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 Proposals.

#### 1.6.7 Proposals Irrevocable after Submission Deadline

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

#### 1.6.8 Bonding Requirements for Proposals

- .1 Each Proposal shall be accompanied by security in the form of a Bid Bond in the amount of 10% of the Proposal 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 Proposal after the Closing time on the stipulated date and before or after receiving notification that its Proposal has been accepted by the City or if the accepted Proponent fails to execute the Contract or to Issue 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.

#### 1.6.9 Bonding Requirements for Successful Proponent

- .1 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.

#### 1.6.10 Alternative products or materials

- .1 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 Proposal on the exact requirements of the Proposal Documents;
  - .2 Submit a second Proposal describing in full detail the different products or materials the Proponent is proposing and the reasons for the proposed substitution;
  - .3 The second Proposal 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 Proposal 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 proposal, without explanation.

## 1.7 Proposal Openings

### 1.7.1 Private Opening of Proposals

- .1 Proposals will be opened in private after the Closing.

### 1.7.2 Disqualification of Proposals

- .1 Proposals 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 Proposals not accompanied by a completed Submission Form, Bid Bond, Bid Deposit and Consent of Surety as specified herein may be rejected.

- .3 Proposals may be rejected if the pricing for Work appears to be so unbalanced that it may adversely affect the interest of the City.
- .4 Proposals 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 Proposals 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 Proposals to determine each Proponent's strength and ability to provide the goods or services in order to determine the Proposal, 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 Proposals. The evaluation team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

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

#### **2.1.1 Clarifications and Additional Information**

- .1 The evaluation team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, 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 Proposal.

#### **2.1.2 Appearance before Evaluation Team to Provide Clarifications**

- .1 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 Proposals. In such event, the evaluation team will be entitled to consider the answers received in evaluating Proposals.

#### **2.1.3 No Disclosure of Evaluations**

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

#### **2.1.4 Representations of Proponents**

- .1 By submitting a Proposal, 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 Proposal or will be provided by the Proponent and are included in Proposal price.

#### 2.1.5 Completeness of Proposal

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

#### 2.1.6 Lowest Proposal Price Not Determinant

- .1 Without limiting its rights under this RFP and for greater certainty, the lowest Proposal Price or any Proposal 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 Proposal Price. The City reserves the right to reject any or all Proposals or to accept any Proposal 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 RFP in accordance with the terms of this RFP.

## 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 RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

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

#### **3.1.2 Proponents to Follow Instructions**

- .1 Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.

#### **3.1.3 Proposals in English**

- .1 All Proposals are to be in English only.

#### **3.1.4 No Incorporation by Reference**

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

#### **3.1.5 References and Past Performance**

- .1 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 RFP Only an Estimate**

- .1 The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP 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 Proposal in response to this RFP.

#### **3.1.7 Proponents to Bear Their Own Costs**

- .1 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.
- 3.1.8 Proposal to be Retained by the City
  - .1 The City will not return the Proposal or any accompanying documentation submitted by a Proponent.
- 3.1.9 Exclusivity of Contract
  - .1 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
  - .1 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 Proposal) 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 Proposal.
    - (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 RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
    - (c) Where applicable, the names of approved sub-contractors listed in the Proposal 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 Licenses
  - .1 Neither acceptance of a Proposal nor execution of a Contract will constitute approval by the City of any activity or development contemplated in any Proposal 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 RFP**

- 3.2.1 Proponents to Review RFP
  - .1 Proponents shall promptly examine all of the RFP 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 RFP Contact on or before the Deadline for Questions. All questions or comments submitted by Proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact, and the City shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. The City is under no obligation to provide additional information. It is the responsibility of the Proponent to seek clarification from the RFP 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 RFP or its process.

#### 3.2.2 All New Information to Proponents by Way of Addenda

- .1 This RFP 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 RFP, such information will be communicated to all Proponents by addenda. Should the City issue an addendum, it will be posted only on the BCBid website. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. 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

- .1 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

- .1 When evaluating Proposals, 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 Proposal. The response received by the City shall, if accepted by the City, form an integral part of the Proponent's Proposal.

### 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 Proposal 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 RFP 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

- .1 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 RFP was originally posted, of the outcome of the procurement process on the BC Bid website.

### 3.3.3 Debriefing

- .1 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 RFP Contact and must be made within thirty (30) days of such notification.

### 3.3.4 Procurement Protest Procedure

- .1 If a Proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable Proposal 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

- .1 For the purposes of this RFP, a conflict of interest ("Conflict of Interest") includes, but is not limited to, any situation or circumstance where:
  - (a) in relation to the RFP 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 Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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

- .1 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

- .1 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 RFP.

#### 3.4.4 Prohibited Proponent Communications

- .1 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

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

#### 3.4.6 No Lobbying

- .1 Proponents must not, in relation to this RFP 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

- .1 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 Proposals 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 RFP.

#### 3.4.8 Past Performance or Past Conduct

- .1 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**

- .1 All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP
  - (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 RFP 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**

- .1 A Proponent should identify any information in its Proposal 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 Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Reserved Rights and Limitation of Liability**

#### **3.6.1 Reserved Rights of the City**

- .1 The City reserves the right to:
  - (a) make public the names of any or all Proponents;
  - (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
  - (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 Proposal;
  - (d) assess a Proponent's Proposal on the basis of: (i) a financial analysis determining the actual cost of the Proposal 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 RFP, consider any other relevant information that arises during this RFP process;

- (e) waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
  - (f) verify with any Proponent or with a third party any information set out in a Proposal;
  - (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 Proposal reflects the lowest cost to the City;
  - (j) cancel this RFP process at any stage in whole or in part at any time for any reason; or reject any or all Proposals;
  - (k) issue another request for Proposals 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 Proposal; or
  - (o) accept any Proposal in whole or in part.
- .2 The reserved rights under 3.6.1 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

- .1 By submitting a Proposal, 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 RFP process including but not limited to costs of preparation of the Proposal, 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 Proposal, loss of profit or loss of opportunity by reason of the City's decision not to accept the Proposal 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 RFP Process in this Part 3:

- (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 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 warrantee period.



8. RFP

*RFP* means the Request for Proposals issued by the Owner for the Project dated January 7, 2020.

9. Substantial Performance of the Work

For the purpose of this Agreement, “**Substantial Performance of the Work**” will be determined based on the following formula:

The combined value of deficiencies (x3) plus the value of incomplete Works is less than the sum of the following, in reference to the total cost of the Works:

- (i) 3% of the first \$500,000.00;
- (ii) 2% of the next \$500,000.00; and
- (iii) 1% of the remaining cost.

## **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*;
- .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 \$1,000 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*.”

**[END OF APPENDIX A]**

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFP 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](http://www.whiterockcity.ca/333/Business-Licences)

### 2. Offer

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



### 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 RFP, 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 Proposals 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 RFP.

### 6. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 Proposal; 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 Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

- ☐ The Proponent declares that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
- ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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:

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## 7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, 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 Proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this Proposal.

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

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the City:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

(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. Proposal Irrevocable

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

## 9. Execution of Contract

The Proponent agrees that in the event its Proposal 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 RFP and in accordance with the terms of this RFP.

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

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Name of Proponent Representative

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Title of Proponent Representative

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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:

#### **A1) 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:

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#### **A2) 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 RFP:

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#### **A3) 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:

1) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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2) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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3) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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4) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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5) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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6) Name: \_\_\_\_\_

Responsibilities:

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Experience:

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**A4) 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:

1) Subcontractor Name:

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Responsibilities:

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Experience:

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2) Subcontractor Name:

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Responsibilities:

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Experience:

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3) Subcontractor Name:

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Responsibilities:

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Experience:

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4) Subcontractor Name:

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Responsibilities:

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Experience:

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4) Subcontractor Name:

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Responsibilities:

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Experience:

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5) Subcontractor Name:

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Responsibilities:

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Experience:

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**A5) 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:

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**A6) References**

Details of Proponent's references:

1) Reference Name:

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Reference address, phone number and email address:

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Reference's employer and position within employer:

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Reference's relationship to Proponent and basis for reference:

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Experience:

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2) Reference Name:

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Reference address, phone number and email address:

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Reference's employer and position within employer:

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Reference's relationship to Proponent and basis for reference:

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3) Reference Name:

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Reference address, phone number and email address:

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Reference's employer and position within employer:

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Reference's relationship to Proponent and basis for reference:

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**End of Schedule A**



**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:

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

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- C) Any suggested amendments to the Work as described in the RFP 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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D) Proponent’s proposals to communicate to the neighbourhood and minimize community disruptions and nuisances in carrying out Work:

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E) Proponent’s proposals to ensure compliance with all applicable environmental laws and regulations:

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F) Proponent’s proposals to address any concerns from Businesses and tie-ins/transition arising from the Work:

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**End of Schedule B**

**Schedule C: Work Schedule**

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

<b><u>Work Description</u></b>	<b><u>Target Date</u></b>
Start Date	
Completion Date	

**End of Schedule C**

### **Schedule D: Pricing for Work**

Proponents should provide their estimated pricing for the Work in the Table 1 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.

**(Schedule D Continued)**

**Table 1: Pricing for Work**

ITEM NO.	MMCD REF.	SPECIFICATION TITLE	UNIT	QTY	UNIT PRICE	AMOUNT
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>						
	<b>01 55 00</b>	<b>Traffic Control, Vehicle Access and Parking</b>				
01.01	1.5.1	Traffic Control, Vehicle Access and Parking	Lump Sum	1	\$	\$
	<b>01 57 01</b>	<b>Environmental Protection</b>				
01.02	1.6.1	Erosion and Sediment Control	Lump Sum	1	\$	\$
<b>DIVISION 03 – CONCRETE</b>						
	<b>03 30 20</b>	<b>Concrete Walks, Curbs and Gutters</b>				
03.01	1.4.3	Hand Formed Curb and Gutter – To MMCD C4	Lineal Meter	61	\$	\$
03.02	1.4.5	Concrete Sidewalks and Ramps 100mm Thick – To MMCD C2	Square Meter	194	\$	\$
03.03	1.4.8 SSP13	Adjustments to Manhole on Concrete Sidewalk	Each	1	\$	\$
03.04	1.4.8	Adjustments to Small Junction Box on Sidewalk	Each	6	\$	\$
03.05	1.4.8	Adjustments to Large Junction Box on Sidewalk	Each	1	\$	\$
<b>DIVISION 31 – EARTHWORK</b>						
	<b>31 24 13</b>	<b>Roadway Excavation, Embankment and Compaction</b>				
31.01	SSP18	Mass Excavation and Removal	Lump Sum	1	\$	\$
31.02	SSP19	Common Excavation – Offsite Disposal	Cubic Meter	52	\$	\$
<b>DIVISION 32 – ROADS AND SITE IMPROVEMENTS</b>						
	<b>32 01 16.7</b>	<b>Cold Milling</b>				
32.01	1.5.1	Surface Milling (Maximum 50mm Deep)	Square Meter	161	\$	\$
	<b>32 11 16.1</b>	<b>Granular Subbase</b>				
32.02	1.4.2	75mm Minus Select Granular Subbase	Metric Tonne	33	\$	\$
	<b>32 11 23</b>	<b>Granular Base</b>				
32.03	1.4.2	19mm Minus Crushed Granular Base	Metric Tonne	80	\$	\$
	<b>32 12 13.1</b>	<b>Asphalt Tack Coat</b>				
32.04	1.5.1	Asphalt Tack Coat Emulsified Asphalt	Square Meter	223	\$	\$
	<b>32 12 16</b>	<b>Hot-Mix Asphalt Concrete Paving</b>				
32.05	1.5.1	Asphalt Pavement 50mm Thick – MMCD Lower Course #1 (Less than 2.0m Wide)	Metric Tonne	12	\$	\$
32.06	1.5.1	Asphalt Pavement 50mm Thick – MMCD Upper Course #1	Metric Tonne	28	\$	\$

**Table 1: Pricing for Work**

ITEM NO.	MMCD REF.	SPECIFICATION TITLE	UNIT	QTY	UNIT PRICE	AMOUNT
	<b>32 17 23</b>	<b>Painted Pavement Markings</b>				
32.07	1.5.3	Permanent Thermoplastic Pavement Markings	Lump Sum	1	\$	\$
<b>DIVISION 33 – UTILITIES</b>						
	<b>33 40 01</b>	<b>Storm Sewers</b>				
33.01	1.6.5	Catchbasin Lead PVC SDR35, 200mm Dia. (Includes All Depths, Imported Backfill)	Lineal Meter	2	\$	\$
33.02	1.6.5	Drainage Lead PVC SDR28, 100mm Dia. (Includes All Depths, Imported Backfill)	Lineal Meter	5	\$	\$
33.03	SSP 20	Trench Drain To ACO SlabDrain c/w In-line Catchbasin and Iron grate (or Approved Equivalent)	Lineal Meter	7	\$	\$
	<b>33 44 01</b>	<b>Manholes and Catchbasins</b>				
33.04	1.5.2	Catch Basin Concrete, 600mm Dia. to MMCD S11 (Includes All Depth, Imported Backfill)	Each	1	\$	\$

**End of Schedule D**

### **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	Unit Price (\$)	
			Addition	Deletion
03.01	Concrete Barrier Curb & Gutter – To MMCD C4	Lineal Metre		
03.02	Concrete Sidewalks and Ramps, 100mm Thick – To MMCD C2	Square Metre		
03.03	Adjustments to Manhole on Concrete Sidewalk	Each		
03.04	Adjustments to Small Junction Box on Sidewalk	Each		
03.05	Adjustments to Large Junction Box on Sidewalk	Each		
31.02	Common Excavation – Offsite Disposal	Cubic Metre		
32.01	Surface Milling (Maximum 50mm Thick)	Square Metre		
32.02	75mm Minus Select Granular Subbase - Variable Thickness	Metric Tonne		
32.03	19mm Minus Crushed Granular Base - 100mm Thick	Metric Tonne		
32.04	Asphalt Tack Coat Emulsified Asphalt	Square Metre		
32.05	Asphalt Pavement 50mm Thick – MMCD Lower Course #1 (Less than 2.0m Wide)	Metric Tonne		
32.06	Asphalt Pavement 50mm Thick – MMCD Upper Course #1	Metric Tonne		
33.01	Catchbasin Lead PVC SDR35, 200mm Dia. (Includes All Depths, Imported Backfill)	Lineal Metre		
33.02	Drainage Lead PVC SDR28, 100mm Dia. (Includes All Depths, Imported Backfill)	Lineal Metre		
33.03	Trench Drain To ACO SlabDrain c/w In-line Catchbasin and Iron grate (or Approved Equivalent)	Lineal Metre		
33.04	Catch Basin Concrete, 600mm Dia. to MMCD S11 (Includes All Depth, Imported Backfill)	Each		

**End of Schedule E**

**[END OF APPENDIX B]**

## APPENDIX C – WORK SPECIFICATIONS

### C1) MMCD Supplemental Updates

All supplemental updates published by MMCD are included by reference in this Contract, as follows.

### C2) MMCD Supplementary Specifications

The following specifications, also referred to as Supplementary Specifications (Projects) or SSPs, are specific to this project, form part of the *Contract*, and are supplementary to both the Specifications within the MMCD Master Municipal Construction Documents 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.

#### SSP INDEX

SSP 1.	Scope of Work
SSP 2.	Description of Work
SSP 3.	Hours of Work
SSP 4.	Limits of Site
SSP 5.	Contract Time
SSP 6.	Definitions
SSP 7.	Business/Resident Access
SSP 8.	Project Information Signs
SSP 9.	Business/Resident Information
SSP 10.	Material Testing
SSP 11.	Record Drawings
SSP 12.	Utilities
SSP 13.	Manhole Adjustment – Major
SSP 14.	Safety Procedures
SSP 15.	Protection of the Environment
SSP 16.	Interfering Services
SSP 17.	Road Closure/Traffic Requirements
SSP 18.	Mass Excavation and Removal
SSP 19.	Common Excavation
SSP 20.	Trench Drain
SSP 21.	Incidental Items
SSP 22.	Notification/Schedule of Work



**SSP 1. Scope of Work**

This Contract involves the construction of roadwork improvements at the intersection of Johnston Road and Russell Avenue. The work limits are as set out in Section 1.1 of this RFP.

**SSP 2. Description of Work**

Work under the *Contract* includes the following, or as more specifically shown on *Contract Drawings* and described under the *Contract Documents*:

- .1 Johnston Road and Russell Avenue Intersection Improvements – Removal of existing curb and sidewalk on all four corners, installation of new curb return on all four corners, installation of new sidewalk and ramps, catch basins, milling and installation of new asphalt overlay at the intersection, new pavement marking, and other miscellaneous works.

**SSP 3. Hours of Work**

The hours of work must not extend beyond 07:30 and 16:30, inclusive, daily, weekdays Monday to Friday. The *Contractor* shall schedule their work within these hours and will not be permitted to commence work earlier than 07:30 and/or work later than 16:30, except as authorized by the *Contract Administrator*. A normal work day is 8-hours long, excluding lunch. Inspection of work beyond 8-hours will be paid for by the contractor.

No Saturday or Sunday work will be permitted except in case of emergency and then only with written permission of the Contract Administrator and to such extent as they deem necessary.

**SSP 4. Limits of Site**

The *Site* is limited to City's Right-of-Way except for driveway restorations past property line which will be completed with the permission of the respective property owners and to the extents as directed by the Contract Administrator.

**SSP 5. Contract Time**

The *Work* of this *Contract* shall be Substantially completed not later than 20 (twenty) *Calendar Days* from the first *Working Day* as determined by the *Contract Administrator*.

**SSP 6. Definitions**

In these Supplementary Specifications (Project), unless the context otherwise requires,

“Section” means section of the Specifications or the Conditions of Contract.

“Item” means any payment item in Table 1: Pricing for Work.

SERVICES PURSUANT TO GENERAL CONDITIONS

The Contractor is required, as part of his obligation under the Contract, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Projects) SSP 6 to SSP 20 hereunder.

Payment for such services, activities and work shall deem to be included in the unit prices Quoted in the Schedule of Quantities and Prices, or as extra work as appropriate.

**SSP 7. Business/Resident Access**

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

**SSP 8. Project Information Signs**

Project information signs will not be installed.

**SSP 9. Business/Resident Information**

The *Contractor* will provide to the City a copy of a notification letter advising all affected residents and businesses of the proposed works prior to service interruption. This written notification shall include information regarding the works affecting their service in the area including but not limited to schedule, delays, and detours. The Contractor will be responsible for making copies and delivering these notifications no later than one week before the start of construction, and not more than two weeks prior to construction.

**SSP 10. Material Testing**

All materials testing of the granular materials, concrete, asphalt, topsoil and all compaction tests required are the responsibility of the Contractor and will be performed at the Contractor's cost. Any tests which do not meet contract specifications will be re-performed to proper specifications at the Contractor's cost. Certified copies of all tests shall be submitted by the testing laboratory directly to the Contract Administrator by email.

Frequency of Testing

Concrete Curb and Sidewalk - 1 per 50 cu.m, one per day

Road Subbase and Base - 1 per 500 sq.m, per 150 mm lift

(Densities)

Topsoil - 1 prior to commencing work

Sieve Analysis and Proctors – **1 per material type** prior to commencing work and as required

Trench (Densities) - 1 per 50 lin.m per 300 mm lift

Asphalt – Conventional Marshall Test - 1 test per asphalt type, min 1 per day

**SSP 11.****Record Drawings**

All applicable items in the following must be provided to the Contract Administrator prior to, or no later than the time of, the issuance of Substantial Performance. The applicability of an item from the complete list below would depend on the scope of the Contract. For example, if a Contract scope includes any proposed sanitary works, the list in Section 3 below will be considered “applicable” and hence required.

The Contractor’s submission of as-built information must contain both (a) hard copy of markup drawings showing any as-constructed changes from the design and (b) digital copy of the as-built survey file.

**1. Roadworks**

1.1. Confirmation of all horizontal and vertical design information. Any deviation for “Issued for Construction” design is to be surveyed and/or noted to allow for updating of “As Constructed” drawing submission;

1.2. Location and width of driveway locations to the closet lot line; and

1.3. If there is NOT a Storm Sewer (drainage) plan, location (x,y) and rim elevation of catchbasins to be provided as part of the Roadworks As Constructed information submission.

**2. Storm Sewer**

2.1. Offset of Storm Sewer Main to Property Line confirmed;

2.2. Storm pipe material type and diameter confirmed;

2.3. Manhole information - Location (x,y), diameter, rim elevation;

2.4. Service locations (inspection chambers) dimensioned to the closet lot line, diameter, elevation at property line;

2.5. For service locations that are not perpendicular to main, provide adequate information to allow for drafting of service. (i.e., ‘y’ location from downstream manhole, as well as dimension to closet lot line at property line);

2.6. Catch basin locations (x,y), rim elevation. Sufficient catchbasin lead information to be supplied to allow drafting of information;

2.7. Lawn drain locations (x,y), rim elevation, diameter and depth. Sufficient lawn basin information to be supplied to allow drafting of information; and

2.8. Storm Main inverts to be confirmed. Inside and outside drops to be noted.

**3. Sanitary Sewer**

3.1. Offset of Sanitary Sewer main to property line confirmed;

3.2. Sanitary pipe material type and diameter confirmed;

- 3.3. Manhole information: location (x,y), diameter, rim elevation;
- 3.4. Service locations (inspection chambers) dimensioned to closet lot line, diameter, elevation at property line;
- 3.5. For service locations that are not perpendicular to the main, provide adequate information to allow for drafting of service. (i.e., 'y' location downstream manhole, as well as dimension to closet lot line at property line);
- 3.6. For Sanitary Force mains, adequate information to be provided to allow for drafting of information (i.e., locations (x,y,z) of any significant horizontal and/or vertical bends or deflections); and
- 3.7. Sanitary main inverts to be confirmed.
- 4. Waterworks
  - 4.1. Offset of Watermain to property line confirmed;
  - 4.2. Main material type and diameter confirmed;
  - 4.3. Service locations dimensioned to closet lot line, diameter, depth at property line;
  - 4.4. Service locations that are not perpendicular to main, provide adequate information to allow for drafting of service (ie. dimension at main from closet fitting, as well as dimension to closet lot line at property line);
  - 4.5. Location (x,y) of Main intersections (bends, tees, crosses);
  - 4.6. Location (x,y) of Hydrants;
  - 4.7. Location (x,y,z) of vertical bends and deflections
- 5. Streetlighting/Traffic Signals
  - 5.1. Offset of conduit to property line confirmed;
  - 5.2. Location (x,y) of streetlight and traffic signal bases;
  - 5.3. Location (x,y) of conduit stub ends; and
  - 5.4. Location (x,y) of junction boxes.
- 6. Other
  - 6.1. Location and elevation (x,y,z) of any significant ground features (retaining wall location and height, edge of brick decks, start and end points of guard rails, CMB's etc.);
  - 6.2. Street sign locations (x,y) and sign type; and

6.3. All drawings in the “Issued for Construction” set are to be confirmed as “constructed” (i.e., planting, irrigation, retaining walls etc.). Any deviation from the original design is to be noted with adequate information to allow for drafting of “As Constructed” drawings.

## **SSP 12. 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:

- |                                      |   |
|--------------------------------------|---|
| <b>A) Electricity:</b>               | BC Hydro and Power Authority<br>8475 - 128 Street<br>Surrey BC V3W 0G1<br>Telephone: (604) 543-6000       |
| <b>B) Gas:</b>                       | Fortis Gas<br>16705 Fraser Highway<br>Surrey BC V3S 2X7<br>Telephone: (604) 576-7030                      |
| <b>C) Telephone:</b>                 | Telus<br>8th Floor - 3777 Kingsway<br>Burnaby BC V5H 3X7<br>Telephone: (604) 436-4842                     |
| <b>D) Storm and Sanitary Sewers:</b> | City of White Rock<br>Works Yard<br>877 Keil Street<br>White Rock BC V4B 4V6<br>Telephone: (604) 541-2181 |
| <b>E) Water main:</b>                | City of White Rock<br>Works Yard<br>877 Keil Street<br>White Rock BC V4B 4V6<br>Telephone: (604) 541-2181 |
| <b>F) Cable TV:</b>                  | Shaw Cable Systems<br>4250 Kingsway<br>Burnaby, BC V5E 4J2<br>Telephone: 604-629-4000                     |

## **SSP 13. Manhole Adjustment – Major**

This payment item shall apply to the adjustment of manhole frames and covers where it is necessary to remove the frame and cover and adjust the manhole bricks and/or concrete riser rings. The Contractor shall set the manhole frames in accordance with MMCD Platinum 2009, Section 33 44 01.

On resurfacing projects, the casting shall be adjusted to grade after the last asphalt base lift has been laid and before placing the surface lift, unless otherwise permitted or directed.

Separate payment will be made for the supply and installation of manhole riser section if additional units are used for the adjustment.

No payment shall be made under this section for the final adjustment of new manholes installed as part of this Contract.

#### **SSP 14      Safety Procedures**

Contractor shall follow WorkSafe BC-compliant procedures for all confined space entry work on this project.

#### **SSP 15      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, rivers, 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 sediment, 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.

#### **SSP 16      Interfering Services**

- 1      The *Contractor* shall, at his own expense, provide for the uninterrupted flow of all watercourses, 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 *Contract Administrator* 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 of work with a breakdown of the associated costs (labour, material, etc.). The *Contract 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.

**SSP 17. Road Closure/Traffic Requirements**

Payment for all work relating to notifications, communications, signage, and traffic management will be by lump sum for each street in this contract.

**SSP 18. Mass Excavation and Removal**

Mass Excavation and Removal shall include: excavation and removal of materials that are not under the definitions of "Rock Excavation" or "Common Excavation" and that include any other hard-material structures on the ground or underground, such as curbs, gutters, walks, driveways, retaining walls, stairs, asphalt pavement, manholes, catchbasins, lawn drains, cleanouts, inspection chambers, pipes, culverts, end walls, headwalls which are required to be removed by the Contract Drawings or by the direction of the Contract Administrator. Mass Excavation includes saw cutting of asphalt or concrete but excludes the removal and off-site disposal of asphalt pavement performed by means of full depth milling.

Payment for Mass Excavation will be made on a lump sum basis. Payment includes excavation, disposal, at an approved location off-site, of materials removed as part of Mass Excavation.

**SSP 19. Common Excavation**

Refer to MMCD Section 31 24 13

Replace:

1.8.5 Payment for common excavation includes [...] for common excavation

With:

1.8.5 Payment for common excavation includes excavation and removal of unsuitable material. Removal of existing pavements, curbs and gutters, sidewalks, utilities strips,

driveways, pipes and conduits are measures separately as part of Mass Excavation and Removal.

Payment for this item will be made at the unit price tendered per cubic meter. Measurement may be by direct measurement of the dimensions of the excavation, or, if that is not possible, by truck box volume according to the following table:

Type of Truck	Volume (cu.m.)	Commonly Known As
Single	6.5	“Tandem Dump Truck”
Combined with Pony Trailer	11.0	“Truck and Pony”
Combined with Transfer Trailer	18.0	“Truck and Transfer”

Notes:

- Volume of pup/pony trailer alone shall be considered 4.5 cubic metre
- Volume of transfer trailer alone shall be considered 11.5 cubic metre

If truck counts and volumes are used for the payment, the Contractor shall submit to the Contract Administrator the slips or tickets showing legibly the date, location and type/purpose of excavation for each truck load as supporting documents to determine the actual excavation quantities before payment is made for such excavation.

The unit price shall include but not be limited to excavation to the subgrade level, transportation and disposal at an approved offsite location, dump fees, grading, moisture content adjustment, and compaction of the subgrade, temporary erosion control measures, dust control measures, and any other materials, equipment and labour required to complete the work as shown on the contract drawings. Payment will include double handling of material if required.

## **SSP 20. Trench Drain**

Refer to MMCD Section 33 40 01

Payment for trench drains will be by lineal meter and includes all applicable materials and work described in 1.6.2 of this Section.

Trench drain leads will be paid under item 33.02 drainage lead

## **SSP 21. Incidental Items**

Payment for all of 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
SSP 09	Materials Testing

**SSP 22. Notifications/Schedule of Work**

The *Contractor* shall provide a weekly e-mail status report to the *Owner* and the *Contract Administrator* containing:

- The anticipated schedule of activities and locations for the upcoming workweek
- A brief summary of the work completed in the previous week
- Any problems encountered the previous week
- Any other issues related to the work progress

E-mail contact 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 7:30 a.m. to 4:30 p.m. or as approved by the City.

The Owner and the Contract Administrator 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.

**[END OF APPENDIX C]**