

City of Coquitlam

Request for Proposals  
RFP No. 20-04-11

## Maillardville Community Centre Construction Management at Risk Services

## TABLE OF CONTENTS

	<u>Page</u>
<b>SUMMARY OF KEY INFORMATION .....</b>	<b>4</b>
<b>DEFINITIONS .....</b>	<b>6</b>
<b>1. INSTRUCTIONS TO PROPONENTS .....</b>	<b>7</b>
1.1. Project Description .....	7
1.2. Term of Agreement.....	7
1.3. Completion Dates .....	7
1.4. Proponents.....	7
1.5. Examination of Contract Documents and Site.....	7
1.6. Prices .....	7
1.7. Eligibility.....	8
1.8. Evaluation Criteria .....	8
1.9. Negotiation .....	9
1.10. Litigation .....	9
<b>2. GENERAL CONDITIONS .....</b>	<b>10</b>
2.1 Terms and Conditions – Pre-Construction Phase .....	10
2.2 Terms and Conditions – Construction Phase .....	10
2.3 Utilities and Services.....	10
2.4 Dangerous Materials .....	10
2.5 Site Control and Organization .....	10
2.6 Site Meetings.....	10
2.7 Rectify Damages.....	11
2.8 Rejected Work .....	11
2.9 Quality of Work .....	11
2.10 Underground Services, Utilities and other Structures and Services .....	11
2.11 Protection of the Public .....	11
2.12 Hours of Work .....	11
2.13 Approval .....	12
2.14 Clean Up.....	12
2.15 Operations and Coordination of the Services .....	12
2.16 Equipment, Materials and Workmanship.....	12
2.17 Progress Report .....	12
<b>3. SCOPE OF SERVICES.....</b>	<b>13</b>
3.1 General .....	13
3.2 Project Scope.....	14
3.3 Project Team .....	15
3.4 Current Project Status .....	15
3.5 Anticipated Activities and Schedule .....	16
3.6 Construction Budget Overview.....	17
3.7 Key City Objectives .....	17
3.8 Other Objectives .....	18
3.9 Project Deliverables .....	18
3.10 Reports and Quotation Results .....	19
3.11 Anticipated Scope of Work.....	19

3.12 Project Description and Intent.....	19
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**[Appendix A – Canadian Construction Association, Canadian Standard Construction Management Contract Form Between Owner and Construction Manager, CCDC – 5A - 2010 Contract](#)**

**[Appendix B – City’s Supplemental Conditions to CCDC 2 – 2008 Stipulated Price Contract](#)**

**[PROPOSAL SUBMISSION FORM](#)**

## SUMMARY OF KEY INFORMATION

<b>RFP Reference</b>	<p align="center"><b>RFP No. 20-04-11</b></p> <p align="center"><b>Maillardville Community Centre</b></p> <p align="center"><b>Construction Management at Risk Services</b></p>
<b>Overview of the Opportunity</b>	The City requests Proposals from experienced qualified firms to provide <b>Construction Management at Risk Services for the Maillardville Community Centre.</b>
<b>Closing Date and Time</b>	<p><b>2:00 pm local time</b></p> <p><b>Thursday June 11, 2020</b></p>
<b>Instructions for Proposal Submission</b>	<p>Proposals are to be consolidated into one PDF file and uploaded electronically through Qfile, the City's file transfer service accessed at <a href="http://qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a></p> <ol style="list-style-type: none"> <li><b>In the "Subject Field" enter:</b> RFP Number and Name</li> <li><b>Add files in .pdf format and Send</b> (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.)</li> </ol> <p>Phone 604-927-3037 should assistance be required.</p>
<b>Obtaining RFP Documents</b>	<p>RFP Documents are available for download from the City of Coquitlam's website: <a href="http://www.coquitlam.ca/BidOpportunities">www.coquitlam.ca/BidOpportunities</a></p> <p>Printing of RFP documents is the sole responsibility of the Proponents.</p>
<b>Instructions to Proponents</b>	The guidelines for participation that will apply to this RFP are posted on the City's website: <a href="#">Instructions to Proponents</a>
<b>Questions</b>	Questions are to be submitted in writing quoting the RFP number and name up to 5 business days before the closing date sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a>
<b>Addenda</b>	Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: <a href="http://www.coquitlam.ca/BidOpportunities">www.coquitlam.ca/BidOpportunities</a>
<b>Withdrawal of Submission</b>	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a> prior to the closing date and time.
<b>Terms and Conditions of Contract</b>	<p>The City's <a href="#">Standard Terms and Conditions - Purchase of Goods and Services</a> posted on the City's website, this RFP, along with:</p> <p><b>Pre-Construction Phase</b> - a CCDC 5A-2010 Construction Management Contract – for Services between the Owner and the Construction Manager amended by the City's Supplementary General Conditions to CCDC 5A -2010;</p>

	<p><b><u>Construction Phase</u></b> – a CCDC2 -2008 Stipulated Price Contract between Owner and Contractor, as amended by the City’s Supplementary General Conditions to CCDC 2-2008; will apply to the Contract awarded for the respective Phase of the Services, as a result of this RFP.</p>
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## **DEFINITIONS**

**“City”** means City of Coquitlam.

**“Construction Manager”** is the person, firm or corporation identified as such in the CCDC-5A – 2010 Canadian Construction Association, Canadian Standard Construction Management Contract Form Between Owner and Construction Manager, as amended by the City’s Supplementary General Conditions;

**“Contract” where it refers to the pre-construction phase of the Services** means the contract for Services that will be used to formalize with the successful Proponent through negotiation process with the City, the City’s [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City’s website, the standard terms of a **Canadian Construction Association, Canadian Standard Construction Management Contract Form Between Owner and Construction Manager, CCDC – 5A - 2010 Contract**, as amended by **Appendix A - City of Coquitlam Supplementary General Conditions to CCDC 5A – 2010**, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract for the pre-construction phase.

**“Contract” where it refers to the construction phase of the Services** means the contract for Services that will be used to formalize with Construction Manager, the City’s [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City’s website, the standard terms of a **Canadian Construction Documents Committee, CCDC – 2 – 2008 Stipulated Price Contract**, as amended by **Appendix B - City of Coquitlam Supplementary General Conditions to CCDC 2 – 2008**, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

**“Contractor”** means the person or entity identified as such in the Canadian Construction Documents Committee, Standard Construction Document CCDC-2-2008, as amended by the City’s Supplementary General Conditions (from CCDC-2 – 2008)

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met.

**“Site”** means the place or places where the Services are to be performed

**“Work” “Works”** shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

## **1. INSTRUCTIONS TO PROPONENTS**

### **1.1. Project Description**

The City of Coquitlam (“City”) requests proposals from qualified, experienced companies to provide **Construction Management at Risk Services for the construction of Maillardville Community Centre** located at:

**1200 Cartier Avenue, Coquitlam, BC** (the “Site”)

The qualified Construction Manager will:

- during pre-construction phase, the Construction Manager will manage the prequalification process of construction trades and sequential tendering of construction trades as required.
- during the construction phase, the Construction Manager will manage the construction including General Conditions required and Trade Contract management as necessary until such time as the project is converted to a CCDC2 Contract. The City intends to convert at the earliest reasonable time.

### **1.2. Term of Agreement**

The Term of the Agreement from execution of the CCDC -5A – 2010 Contract to completion of the Services as stated within this RFP.

### **1.3. Completion Dates**

The City of Coquitlam will review schedules and allow for exceptions to completion dates and to be flexible due to Covid-19 and the reasonable steps that contractors will be faced with to allow for social distancing practices to be implemented with their crews.

### **1.4. Proponents**

Proponents are advised that the rules for participation that will apply to this RFP are posted on the City’s website: [Instructions to Proponents](#)

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted. In addition, Proponents agree to the rules of the RFP stated herein.

### **1.5. Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

### **1.6. Prices**

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the completion of the Services.

Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, transportation, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and

all other requirements necessary for the commencement, performance and completion of Services as described.

Taxes are to be shown separately at time of invoicing.

The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

1.7. Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- a) Commercial General Liability (CGL) insurance \$5M coverage provided on the City's [Certificate of Insurance - Contractor Form](#)
- b) Be registered and provide WorkSafeBC clearance
- c) [Prime Contractor Designation Form](#) and be responsible for all the work at the site in accordance with WCB regulations
- d) Accept the City's standard Terms and Conditions posted on the City's website: [Standard-Terms-and-Conditions---Purchase-of-goods-and-Services.pdf](#)
- e) Enter into a contract with the City using a **CCDC – 5A - 2010** document, as amended by the City's Supplementary General Conditions attached as **Appendix A** for the pre-construction services as stated within this RFP
- f) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)

1.8. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

**Experience, Personnel and Resources – 30 points**

- Key Personnel
- Project Team
- Established business and demonstrated performance providing services of similar size, scope and complexity
- Successful completion of relevant projects referenced within the last 5 years
- Staff qualifications and experience

**Methodology, Management and Technical –30 points**

- Understanding of City's Requirements and Objectives
- Project Plan
- Compliance to Budget
- Pre-construction and Design Assist
- Challenges, Risks and Opportunities
- Work Schedule and duration of construction
- Quality Assurance and Safety

**Financial – 40 points**

- Price, Total price, Fixed fees, Expenses and overhead, Additional Expenses
- Sustainable benefits
- Value added benefits



**And, upon selection of one or more lead proponent(s):**

- References may be contacted to verify successful completion of relevant projects including those in the City of Coquitlam
- Interviews may be conducted
- Verify insurance, WorkSafeBC and Prime Contractor designation

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

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

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

Proponents agree the City may disclose names of proponents and total contract amount once award has been made.

Unevaluated results, unit prices, rates or scores will not be provided to any Proponents. Proposals will be evaluated according to the criteria stated and award made to the highest ranked proponent which may not necessarily be the lowest price (subject to award conditions and available funding).

**1.9. Negotiation**

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the highest ranked proponent and then consecutively, any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

**1.10. Litigation**

The City may, at its absolute discretion, reject a Proposal if the Proponent, or any officer or director has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal, the City will consider whether the litigation is likely to affect the Proponents ability to work with the City, its consultants and representatives and whether the City’s experience with the Proponent indicates there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Proponent.

## **2. GENERAL CONDITIONS**

### **2.1 Terms and Conditions – Pre-Construction Phase**

The City's [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City's website, the standard terms of a **Canadian Construction Association, Canadian Standard Construction Management Contract Form Between Owner and Construction Manager, CCDC – 5A - 2010 Contract**, as amended by **Appendix A - City of Coquitlam Supplementary General Conditions to CCDC 5A – 2010**, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

### **2.2 Terms and Conditions – Construction Phase**

The City's [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City's website, the standard terms of a **Canadian Construction Documents Committee, CCDC – 2 – 2008 Stipulated Price Contract**, as amended by **Appendix B - City of Coquitlam Supplementary General Conditions to CCDC 2 – 2008**, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

### **2.3 Utilities and Services**

All utilities and/or other services required by the Contractor shall be the responsibility of the Contractor. With respect to existing site utilities and services, it is the responsibility of the Contractor to contact BC One-call to determine their exact location on the site.

### **2.4 Dangerous Materials**

Any and all dangerous or hazardous materials removed from the site are to be separated and disposed of in accordance with all applicable policies, guidelines and standards from authorities having jurisdiction.

### **2.5 Site Control and Organization**

The Contractor shall at all times be responsible for maintaining safety zones around the worksite with safety barricades and signage.

The Contractor shall provide Signage at the Work zone. Signage must be located at the top and bottom and at egress points along the trail.

The Contractor is to use barriers and signage on the trail, to create safe detours around the construction zone, as required. (i.e. after normal work hours, if trail is accessible) When unsafe, or not practical to create safe detours, the contractor is to use barriers and signage at the top and bottom egress points, to close the trail to the public. (i.e. during work hours while work zone is not safe to pass)

The Contractor shall at all times keep the site secure, safe, clean and orderly as the Work allows, with the removal of trash and debris daily.

### **2.6 Site Meetings**

The Contractor shall coordinate and attend regular site meetings including safety meetings at such intervals as may be deemed necessary by the City for the purpose of coordinating and expediting the progress of the Work.

The Contractor agrees to attend in person or send his authorized representatives to any such meetings which may be called for by the City.

2.7 Rectify Damages

The Contractor shall make good any damage or spillage to adjacent buildings, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the Work and to the satisfaction of the City. All Work shall be carried out so as to ensure the minimum interference with normal use of public spaces and facilities. The Contractor shall be responsible to pay the full cost of any repairs for all damage to curbs, pavement, existing structures, etc. if caused by the Contractor during the contract period.

Damage to landscape and infrastructure shall be reported promptly.

2.8 Rejected Work

Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be rectified at the Contractor's expense.

2.9 Quality of Work

All Work shall be performed by skilled persons including, if required, the abatement of hazardous materials in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. All workmanship and materials will be subject at any time to the inspection and approval of the City.

The Contractor and persons hired by it to perform the Work shall at all times be properly attired and shall be courteous to the public and all other trades / work crews, and perform the work in a manner that minimizes any inconvenience or nuisance to the public

2.10 Underground Services, Utilities and other Structures and Services

The Contractor is directed to make special enquiry of the authorities, companies, Municipalities, individuals owning or operating all underground pipes, conduits, cables, tracks and other structures and services, and to determine their character and locations and satisfy himself as to the correctness of the information so obtained. It shall be clearly understood that the City does not ensure the accuracy of such information and that any such information shown on the Drawings is furnished as the best available, and is to be interpreted as the selected Proponent sees fit and the City disclaims all responsibility for its accuracy or sufficiency.

2.11 Protection of the Public

The Contractor shall take adequate measures to protect the public, City staff, and all others on site from injury, damage, or other loss resulting from maintenance operations and related activities.

2.12 Hours of Work

The Contractor shall carry out the Work during normal working hours, and in compliance with the City's Noise Bylaw.

2.13 Approval

In all cases where approval or direction is required, it shall be provided by the City's Project Manager.

2.14 Clean Up

At the end of each day the Contractor shall ensure the site is safe and secure and, at the conclusion of work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the work in a clean and tidy condition.

2.15 Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the City such that disruption of the work of all involved is minimized.

2.16 Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) BC Provincial Motor Vehicle Act
- c) BC Ministry of Transportation and Infrastructure
- d) BC Ministry of Environment
- e) Workplace Hazardous Material Information System (WHMIS)
- f) Department of Fisheries and Oceans (DFO)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

2.17 Progress Report

The Contractor is to provide bi-weekly progress reports to the City.

### **3. SCOPE OF SERVICES**

#### **3.1 General**

This RFP is for the Construction Management services required to construct new Place Maillardville Community Centre at 1200 Cartier Street, Coquitlam, BC. The existing community centre will stay fully operational until the new community centre is occupied and will be demolished following occupancy of the new community centre.

The qualified Construction Manager will be engaged to provide pre-construction services consisting of design review for constructability concerns, pre-procurement cost estimate, schedule analysis, and procurement planning advice.

Construction Manager will also provide advice regarding Covid-19 potential and known impacts related to:

- Productivity
- Supply chain – issues, material choice options, purchase timing
- Currency exchange
- Schedule impacts and solutions
- Health & Safety provisions

The appointed Construction Manager is expected to provide the City with: Covid-19 pandemic impact analysis, valuable design input; real time cost estimates throughout procurement if phased, and value engineering during the pre-construction phase of the project. In addition, the Construction Manager will advise the City on the most effective strategy for procurement of construction work. The City's main goal is to achieve the most cost effective procurement and to eliminate or significantly reduce extra costs/change orders resulting from the Covid-19 pandemic impacts, and discrepancies in the construction documents and/or design conflicts.

For the pre-construction services, the appointed Construction Manager will manage the pre-qualification process of construction trades and the sequential tendering of construction trades as required to achieve the project schedule. The City's objective is to ensure that qualified contractors are selected in a timely manner and to minimize scope gaps/overlaps.

During the construction phase, the Construction Manager will provide the expertise required to manage the construction, health and safety management, coordinate the works of trades. ensure quality of work, cost control and mitigate any construction delays. The City's objective is to achieve the desired high level of quality while maintaining the project cost & schedule.

The Proponent's team will consist of professionals combining skills and experience in Pre-Construction Management and General Construction.

The anticipated scope of Services for this project is to provide pre-construction services as required to achieve the City's objectives laid down within this RFP document. Proponents are also required to submit a Proposal for lump sum fixed cost of General Conditions, expenses & overheads and a fixed percentage fee for the next phase (i.e. the construction phase), which will remain valid throughout the project timeline.

The Construction Manager will be required to enter into a CCDC 5A -2010 Canadian Standard Construction Management Contract Form Between Owner and Construction Manager to provide the pre-construction services as outlined in **THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGEMENT CONTRACT section GC2.2 'Pre-Construction Phase'** and as amended by the City's Supplementary General Conditions. When a large proportion of the trade packages have been tendered and committed on budget the project, at the City's sole discretion, will be converted to a Canadian Construction Documents Committee, Standard Construction Document CCDC-2-2008 Lump Sum Stipulated Price Contract, as amended by the City's Supplementary General Conditions.

### 3.2 Project Scope

Under this RFP the City is currently seeking proposals from qualified and experienced Proponents to provide pre-construction services as described below. The City at its discretion may enter into a Stipulated Sum Contract (CCDC 2-2008) with the Construction Manager when most trade contracts are awarded.

#### a) Background

Coquitlam is the sixth largest City in British Columbia and is set to have an increased growth rate due to major investments in rapid transit and other infrastructure in the City. Maillardville is Coquitlam's oldest and most historic neighbourhood. The City would like to strengthen long-standing efforts to revitalize the neighbourhood while preserving the neighbourhood's historic character.

To increase services and better serve the Maillardville neighbourhood, City Council has approved the design and construction of a new Place Maillardville Community Centre (PMCC) on City owned property at 1200 Cartier Street, Coquitlam, BC.

The new Community Centre design is nearing completion and receiving its Building Permit. The design and construction documentation have been completed by TKA+D Architecture & Design.

The project will include the construction of the PMCC, and all associated offsite upgrades and services to the new facility.

The site is presently occupied by the Place Maillardville Community Centre, which is intended to continue to be operational throughout the construction period. The site of the new PMCC is immediately to the north of the existing building, and bounded on the east by Cartier Street, north by multi-family and single-family residential, and to the west by Proulx Lane. The construction site is characterized by a significant slope down from east to west and close constraints of adjacent buildings, fencing and retaining structures on the south and north.

#### b) Scope of Work

As described in the drawings and specifications, construction of the Place Maillardville Community Centre is anticipated as follows:

Phase 1: Construction of the new community centre (included)

Phase 2A: Demolition of the existing community centre (future scope - not in this contract)

Phase 2B: Construction of the plaza (future scope - not in this contract)

The project comprises of two main components: onsite work and offsite work.

Onsite Work - includes the construction of two storey community centre building on top of a partially underground parking structure accesses at grade on the west, landscaping and hardscaping, followed by future scopes of demolition of the existing community centre after opening of the new PMCC, and construction of landscaping and plaza works to the south of the new PMCC after demolition.

Offsite Work - includes upgrading the development site frontages along Cartier Street, Laval Square and Proulx Lane, and related extended works and services.

### 3.3 Project Team

The Construction Manager will be an integral member of the project team, consisting of the Construction Manager, representatives from the City, the Architect, key design assist subcontractors and other consultants as required.

#### a) Architect (Prime Consultant)

Taylor Kurtz Architecture + Design Inc. has been retained by the City as the Architect & Prime consultant. The sub-consultants include:

WHM – Structural

AME – Mechanical

AES – Electrical

Binnie - Civil

GHL – Code

Sense - Envelope

RWDI - Acoustic

Elevator - Apex

PFS – Landscaping

AME – Commissioning

JBA – Quantity Surveyor

The City has retained GeoPacific as Geotechnical Engineer.

#### b) Project Manager

WSP has been appointed to be the Project Manager representing the City.

### 3.4 Current Project Status and File Access

In preparation for the new development, within the footprint of the proposed facility the trees have been cut and the structures demolished, and all hazardous materials have been removed. The existing community centre will remain operational until the new facility is occupied.

Design and construction documentation are 95% complete, refer to the ftp site as below:  
Geotechnical report is available on the City's Qfile site:

Link 1 - <http://qfile.coquitlam.ca/files/69a8949f-b1a2-4c39-8033-7ad51973c58c>

<b>Link 1 includes the following files:</b>
IFT Geotechnical Investigation Report Signed & Sealed.PDF,
IFT CIVIL(onsite).PDF
IFT CIVIL(offsite).PDF
IFT ELEC.PDF
IFT ELEC (offsite).PDF
IFT LANDSACPE (onsite and offsite).PDF

Link 2 - <http://qfile.coquitlam.ca/files/Oba8225f-1f78-4109-9d5d-9cf12388806f>

<b>Link 2 includes the following files:</b>
IFT MECH.PDF
IFT ARCH.PDF
IFT Shoring Drawings Signed&Sealed.PDF
IFT SPECIFICATIONS FULL.PDF
IFT STRUCT.PDF

### 3.5 Anticipated Activities and Schedule

It is the City's intent to complete the construction of the Maillardville Community Centre in accordance with the following schedule. Phasing will be a collaborative effort amongst the Construction Manager, designer / architect, consultants, and City, which should comply with the schedule identified below.

**Table 1: Anticipated Activities and Schedule**

<b>Task Description</b>	<b>Anticipated Date</b>
<b>Close RFP</b>	June 12, 2020
<b>Interviews / Presentation by Short-listed Proponents Only</b>	TBD
<b>Contract Award</b>	TBD
<b>Pre-Construction review</b>	June - July 2020
<b>Procurement first phase</b>	July - August 2020
<b>Construction – new build</b>	August 2020 – Spring 2022
<b>Occupancy</b>	Spring 2022
<b>Demolition of existing building</b>	Summer 2022 (future scope – not in this contract)



<b>Landscape / Plaza Completion</b>	Winter/Spring 2023 (future scope – not in this contract)
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The City reserves the right to adjust these dates at its own discretion. Proponents are requested to propose a milestone schedule showing first procurement assumptions on phasing and dates, and construction start dates for significant scopes of work to meet the construction completion deadline. Procurement schedule will be reviewed immediately upon award.

### 3.6 Construction Budget Overview

The construction budget is in the range of \$17.5-19.0 million for the building including off-site services.

There will be absolutely no cost increases allowed without the prior written approval from the City. Invoices for any services not pre-approved by the City will not be paid.

#### **Other factors to be aware of and taken into account:**

- The cost estimate is to be validated early in the process. There is no flexibility to increase the budget without prior written approval by the City of Coquitlam
- The construction budget does not include soft costs, design & consulting fees permits, utility connection fees, development cost charges, furniture and fixtures, miscellaneous costs, etc.

### 3.7 Key City Objectives

The City intends to engage a qualified Construction Manager to provide pre-construction services. The appointed Construction Manager is expected to provide the City with: Covid-19 pandemic impact analysis; real time cost estimates, value engineering and constructability review throughout the pre-construction/procurement phase of the project.

The City's objective is to achieve the most cost effective project and to eliminate or significantly reduce extra costs/construction change orders resulting from discrepancies in the construction documents and/or design conflicts.

The Construction Manager will advise the City on the most effective strategy for procurement of construction work, manage the pre-qualification process of construction trades and the sequential tendering of construction trades as required to achieve the project schedule. The City's objective is to ensure that qualified contractors are selected in a timely manner and to minimize scope gaps/overlaps.

During the construction phase, the Construction Manager will provide the expertise required to manage the construction, health & safety management, coordinate the trades' work, ensure quality of work, cost control and mitigate any construction delays. The City's objective is to achieve the desired high level of quality while maintaining the project cost & schedule.

### 3.8 Other Objectives

The project will be developed with ongoing input from a staff project team, architectural team and the project manager who will oversee the work of the Construction Manager during the all phases of this project. The Construction Manager will work towards achieving the following objectives:

- Familiarize itself with the project's background, design and site characteristics;
- Validate and further detail the project budget and schedule;
- Work with the Architectural team, staff project team and the project manager throughout the procurement document phase, provide input on timely manner;
- Participate in pre-qualifications of all sub-trades as may be agreed and required;
- Bid all sub-trades ensuring fair play and consistency in information provided;
- Participate in the evaluation of quote submissions and selection of sub-trades; and
- Summarize all subtrade quotes and other construction costs into a lump-sum proposal ready to be rolled into a stipulated sum contract.

### 3.9 Project Deliverables

Deliverables are those expected in accordance with best practices.

The Construction Manager will work closely with the members of the Project team, and is expected to deliver at least the following elements:

- Regular meetings with the City and the project team including coordinating agendas and minutes during the procurement and construction phases;
- Coordination meetings with the project manager, design team, City staff as required;
- Cost estimates and budget updates on monthly basis and as required;
- Prepare cash flow for the project, as required;
- Generate, administer and manage master project schedule, and establish manpower requirements;
- Value engineering, as required;
- Develop a construction procurement strategy, identify construction packages and advise the City on the most effective method of procuring construction work;
- Conduct risk analysis and prepare mitigation plan to ensure meeting the City's goals and objectives;
- Review construction documents prepared by design consultants, identify missing details, and highlight any constructability concerns;
- Review tender documents for completeness prior to issuance;
- Coordinate and prepare tender front-end documents for construction trades, as required;
- Health & Safety management as the Prime Contractor, and including special analysis and response to Covid-19 pandemic orders from the Provincial Health Officer;
- Construction baseline schedule, micro schedules, schedule updates & analysis as required;

- Valuable input in the selection of the trades;
- Pre-Qualification of trade contractors as agreed and required;
- Addendum as necessary during bidding period;
- Review and evaluation of received bids;
- Quality assurance, site management and coordination between trade contractors;
- Review, evaluate and provide cost/time impact assessments for the owner's contemplated change orders during the course of construction. This should be completed in a timely manner and to the best interest of the City;
- Review shop-drawings and material submissions for completion and compliance prior to forwarding to consultants for approval;
- Prepare and obtain approval on the site logistics & construction plan;
- Prepare procurement list. Identify, monitor and track delivery of long lead items;
- Project monthly report, including progress report/photos and regular financial reports; and
- Close-out documentation & final project report.

### 3.10 Reports and Quotation Results

All documents, quotation results, estimates and drawings provided by the Construction Manager in the course of the engagement of their services during the Pre-Construction phase become the property of the City. Written and graphic documentation will be provided in both paper and electronic format in a standardized Microsoft Office Format, including text, spreadsheets, graphs, slides used in presentations, etc. The Construction Manager shall have the ability to communicate with City staff and the project team through the Internet and secure video conferencing and the ability to exchange information digitally.

### 3.11 Anticipated Scope of Work

To provide construction management services to the City as contemplated in this RFP. The City intends to appoint a Construction Manager until the majority of the trade packages have been tendered and committed on budget to provide construction management services, pre-construction work and to tender the trade packages. When the trade packages have been tendered and committed on budget, the City at its sole discretion intends to convert the Construction Management Services Contract to a lump sum Stipulated Price Contract CCDC - 2 (2008) as amended by the City of Coquitlam's Supplementary General Conditions to CCDC 2 – 2008, using the sum of the fixed prices proposed for the General Conditions and the Fixed Percentage Fee (stated in Proposals), the proposed trade prices, contractor's estimates for miscellaneous work and any cash allowances. It is anticipated the appointed Construction Manager will have the first opportunity to negotiate with the City to become the general Contractor for the project. The Contractor will ultimately be responsible for all work, schedules and costs up to the Contract value.

### 3.12 Project Description and Intent

- a) The successful Proponent will enter into a Pre-construction services contract first.

- b) Produce a detailed trade-by-trade project budget within two weeks of appointment. The Construction Manager will work with the City, consultants and the project manager to align the budget with the project cost plan and to determine the scope of work and anticipated values of the trade packages for tendering.
- c) Confirm the proposed construction schedule provided with the Proposal to a full construction schedule in a format acceptable to the City. Identify milestone dates, adjust, amend and refine the schedule as more specific information becomes available from the trade quotes. Incorporate the pre-construction and trade quote activities, critical trade and material deliveries into the schedule.
- d) Conduct, pre-construction co-ordination meeting with the project consultants and other parties as required, to co-ordinate procurement and construction aspects of the project. Keep all minutes of meetings, and distribute to all relevant parties, noting “action by”.
- e) Provide the City and consultants with advice and direction on construction related matters, construction planning, construction methodology, materials and labour availability, sub-trade expertise and liaison and any final trade detailing.
- f) Set up, co-ordinate and tender the individual trade packages for all construction activities, wherein the trade package quotations will:
  - be implemented and defined by the Construction Manager as to physical scope of work for each trade in a format acceptable to and be pre-approved by the City;
  - be called by the Construction Manager, to close at the Construction Manager’s office and at the Construction Manager’s expense;
  - to follow the City’s guidelines for bid opportunities (i.e. electronic posting, publically advertised based on value of trade package)
  - be opened in private by the Construction Manager and provide the results and recommendation to the City’s Purchasing Manager and City’s Project Manager.
  - have the participation of the City, or its agents, in the trade bidding process;
  - input to the tender package calls, attendance at tender openings, review of quotations, budget comparisons and contracting of the trades;
  - be reviewed by the Construction Manager, have a full analysis of the quotations received, a written report with recommendations, budget review and comparison and meetings with the consultants as required;
  - suggest and implement alternates, amendments and quotation recalls as may be necessary to have all trades remain within budget, on schedule and to meet all other project criterion;
  - be redefined and recalled if recommended by the City or its agents, the consultants or the Construction Manager; and

- carry Cash Allowances as deemed necessary and at the direction of the City or the consultants. On the conversion of cash allowance to change orders CM will not be allowed any markups.
- g) Implement and maintain the policy that all work on the project is required to be tendered competitively. Upon prior notification, the Construction Manager may elect to tender specific trades or portions of trades and in such cases, those specific trade tenders or parts thereof, will be tendered and analyzed by the City or its agent in lieu of the Construction Manager.
- h) Set up only, of the project reporting and managing systems, data systems, cost control, accounting, purchasing, safety, first aid, ready for the construction work.
- i) Anticipate that the Construction Manager will have the first opportunity to negotiate with the City to become the General Contractor for the project. The Construction Management Services Agreement will be concluded and the Contractor will enter into a Stipulated Price Contract, CCDC-2, 2008, as amended by the City's supplementary general conditions. The Construction Management Services provided will form a stand-alone agreement, separate from the other fixed cost and the fixed percentage fee quotations.
- j) If for any reason the City and the Construction Manager cannot come to an agreement for the Stipulated Price Contract, including without limitation, the reason that the settlement of outstanding issues is not advancing quickly enough in the sole opinion of the City, then the Construction Manager will be terminated and be paid in full for Construction Management Services provided, pursuant to the Agreement. Subsequently, any other offers from the Construction Manager such as the Fixed Cost for General Conditions and Overheads and the Percentage Fee, the Schedule and the likes proposed herein, will then become null and void.

## APPENDIX A

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# CITY OF COQUITLAM SUPPLEMENTARY GENERAL CONDITIONS TO THE CCDC – 5A - 2010

These Supplementary General Conditions modify and amend the CCDC 5A – 2010 Construction Management Contract – for Services between the *Owner* and the *Construction Manager* and form part of the *Contract*. In the event of any conflict between the provisions of the *Contract Documents* and any provisions of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

**SUPPLEMENTARY GENERAL CONDITIONS to the CCDC-5A-2010**

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**AGREEMENT**

**1. In Article A-5 – Compensation For Services –**

5.2.2 Delete in its entirety”

**2. In Article A-5 – Compensation For Services:**

Add the following paragraph 5.6:

5.6 The compensation set out in this Article A-5 shall be the entire compensation owing to the *Construction Manager* for the *Services* and includes all costs associated with *Services* performed off-site, all overhead and profit and all other costs and expenses whatsoever incurred in performing the *Services*.”

**3. In Article A-6 Payments:**

Revise “6.2.1 to read 1%”

Revise “6.2.2 to read 2%”

**SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION**

<b>1.</b>	<b>PRECONSTRUCTION</b> - Performed by the Construction Manager
<b>1.1</b>	<b>General Services</b>
<b>.1</b>	Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> .
<b>.2</b>	Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.
<b>1.2</b>	<b>Construction Document Phase</b>
<b>.1</b>	<b>Constructability:</b>
	(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.
	(2) Review the specifications and drawings and make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to clarity, consistency, constructability, and coordination among the <i>Trade Contractors</i> .
	(3) Assist the <i>Owner</i> and the <i>Consultant</i> in preparing bid documents for <i>Trade Contractors</i> .
	(4) Assist the <i>Owner</i> in determining the contract security requirements of <i>Trade Contractors</i> .
	(5) Provide the front end specifications, including but not necessarily limited to Instructions to Bidders, Contract Scope of Work, Supplementary General Conditions to CCDC 17 Trade Contract, General Instructions and Temporary Facilities, to the <i>Consultant</i> for inclusion in the project specifications.
<b>.2</b>	<b>Estimating and Cost Control:</b>
	(1) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase.
	(2) Prepare the cash flow forecasts for the <i>Project</i> .
	(3) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget and make recommendations for corrective action.
<b>.3</b>	<b>Scheduling:</b>
	(1) Prepare a <i>Project</i> schedule with appropriate details.
	(2) Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> , and make recommendations for corrective action, including changes to <i>Project</i> scope, schedule or budget.
<b>.4</b>	Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> objective.
<b>.5</b>	Prepare general requirements.
<b>.6</b>	Collate, assemble and distribute bid documents.



<b>1.</b>	<b>PRECONSTRUCTION</b> - Performed by the Construction Manager (cont'd)
<b>1.3</b>	<b>Construction Procurement Phase</b>
<b>.1</b>	<b>Scheduling:</b> (1) Review and update the Project schedule with appropriate details.
<b>.2</b>	<b>Contracting:</b> (1) Develop methods of solicitation for Trade Contractors and the distribution of addenda. (2) Prepare the prequalification criteria for Trade Contractors and Suppliers as required by the Owner. (3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the Work of each Trade Contractor.
<b>.3</b>	Solicit bids.
<b>.4</b>	Assist the <i>Owner</i> in the evaluation and awarding of contracts. Issue letters of intent on behalf of the Owner. Prepare CCDC 17 Trade contracts for signing, receive and review contracts and all submittals after signing by Trade Contractors, once correct, forward to the Owner for signing and return signed copies to Trade Contractors.
<b>.5</b>	Update the cash flow forecasts for the <i>Project</i> .

<b>2.</b>	<b>CONSTRUCTION</b>
<b>2.1</b>	<b>General Services</b>
<b>.1</b>	Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> , the <i>Consultant</i> and <i>Trade Contractors</i> .
<b>.2</b>	Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i> .
<b>.3</b>	Provide administration as described in the trade contract documents including. <ul style="list-style-type: none"> <li>(1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>.</li> <li>(2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>.</li> <li>(3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>.</li> <li>(4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>.</li> <li>(5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manager</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>.</li> <li>(6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties.</li> <li>(7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute.</li> <li>(8) Investigate the impact on <i>Work of each Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery.</li> <li>(9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>.</li> </ul>

<b>2.</b>	<b>CONSTRUCTION (cont'd)</b>
<b>2.2</b>	<b>Project Control and Scheduling</b>
<b>.1</b>	<p>(1) Establish and implement organization and procedures with respect to all aspects of the <i>Project</i>.</p> <p>(2) Provide to <i>Trade Contractors</i> the <i>Project</i> schedule that indicates the timing of major activities of the <i>Project</i> in sufficient detail for <i>Trade Contractors</i> to schedule their <i>Work</i>.</p> <p>(3) Provide coordination and general direction for the progress of the <i>Project</i>.</p> <p>(4) Monitor the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>(5) Coordinate all <i>Trade Contractors</i> in the performance of their respective <i>Work</i>, with one another and with the activities and responsibilities of the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(6) Review the performance of <i>Trade Contractors</i>' personnel and equipment and the availability of materials and supplies to meet the <i>Project</i> schedule and recommend courses of action to the <i>Owner</i> when requirements of a trade contract are not being met.</p> <p>(7) Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the <i>Owner</i> and <i>Trade Contractors</i> adjustments in the schedule to achieve the <i>Project In-Use Date</i>. Provide summary reports of each monitoring and document all changes in schedule</p>
<b>2.3</b>	<b>Common Construction Facilities and Services</b>
<b>.1</b>	Arrange for the required <i>Temporary Work</i> .
<b>2.4</b>	<b>Cost Control and Accounting</b>
<b>.1</b>	<p>(1) Prepare and update the <i>Construction Cost</i> cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>.</p> <p>(2) Provide comprehensive written reports, submitted monthly concurrently with application for payments, detailing current activities and issues including but not necessarily limited to Tendering, Purchase Orders, Budget, Current Revisions, Anticipated Revisions, adequacy of contingency, Schedule and Payment.</p> <p>(3) Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i>.</p> <p>(4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.</p> <p>(5) Jointly with each <i>Trade Contractor</i>, prepare a schedule showing when items called for under cash allowances must be ordered to avoid delaying the progress of <i>Work</i>.</p> <p>(6) Provide recommendations to the <i>Owner</i> for necessary changes to maintain <i>Project</i> budget and <i>Project</i> schedule.</p>
<b>2.5</b>	<b>Changes in Work</b>
<b>.1</b>	<p>(1) Develop and implement a system for processing changes in any <i>Work</i>.</p> <p>(2) Recommend appropriate changes in any <i>Work</i> to the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(3) Review requests for changes in any <i>Work</i> and provide recommendations to the <i>Owner</i> and the <i>Consultant</i> and, if necessary, assist in negotiation.</p> <p>(4) Prepare and issue to <i>Trade Contractors</i> change orders and change directives, including written descriptions of proposed changes in <i>Work</i>, all of which are to be prepared in consultation with the <i>Consultant</i> when they are related to the specifications and drawings.</p>

<b>2.</b>	<b>CONSTRUCTION (cont'd)</b>
<b>2.6</b>	<b>Payments to Trade Contractors and Suppliers</b>
<b>.1</b>	<p>(1) Develop and implement a procedure for timely process of payments to <i>Trade Contractors and Suppliers</i>.</p> <p>(2) Promptly inform the <i>Owner</i> of the date of receipt of the <i>Trade Contractors'</i> applications for payment.</p> <p>(3) Promptly forward the application for payment received from the Trade Contractors to the Consultants for their input.</p>
<b>.2</b>	<p>(1) Determine the amounts owing to <i>Trade Contractors</i> and issue certificates for payment based on the <i>Construction Manager's</i> observations and evaluation of <i>Trade Contractors'</i> applications for payment.</p> <p>(2) Manage holdbacks to ensure compliance with the Builders Lien Act.</p>
<b>2.7</b>	<b>Field Review</b>
<b>.1</b>	<p>(1) Develop, implement and maintain a system for quality assurance and quality control.</p> <p>(2) Reject work that in the opinion of the <i>Construction Manager</i> or the <i>Consultant</i> does not conform to the requirements of the trade contract documents and whenever it is considered necessary or advisable, require inspection or testing of work.</p>
<b>2.8</b>	<b>Health and Construction Safety</b>
<b>.1</b>	<p>(1) Subject to paragraph 3.1.2 of GC 3.1 – PROVISION OF INFORMATION AND OBLIGATIONS, be responsible for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place at the <i>Place of the Project</i> and review with the <i>Owner</i> all safety programs for adequacy.</p> <p>(2) Review with the <i>Owner</i> the <i>Trade Contractors'</i> safety programs for compliance.</p>
<b>2.9</b>	<b>Submittals</b>
<b>.1</b>	<p>(1) Establish procedures for processing submittals.</p> <p>(2) Coordinate all relevant information required to perform any <i>Work</i>.</p> <p>(3) Upon request by any <i>Trade Contractor</i> or the <i>Consultant</i>, jointly prepare a schedule of the dates for provision, review and return of shop drawings.</p> <p>(4) Forward to the <i>Consultant</i> for review all shop drawings that are considered to be complete.</p> <p>(5) Indicate in writing the <i>Consultant's</i> acceptance or rejection of all deviations in the shop drawings from the requirements of the trade contract documents.</p> <p>(6) Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any <i>Work</i>.</p>
<b>2.10</b>	<b>Reports and Project Site Documents</b>
<b>.1</b>	<p>(1) Keep a daily log available to the <i>Owner</i> and the <i>Consultant</i>.</p> <p>(2) Maintain copies of all necessary documents at the <i>Place of the Project</i>.</p> <p>(3) Collate and compile record documents and operating and maintenance manuals in accordance with the <i>Owner's</i> requirements.</p>
<b>2.11</b>	<b>Start-up</b>
<b>.1</b>	<p>(1) Assist the <i>Owner</i> in coordinating and monitoring initial start-up and testing conducted by <i>Trade Contractors</i>.</p> <p>(2) Coordinate the commissioning of utilities, systems and equipment.</p>

<b>2.</b>	<b>CONSTRUCTION (cont'd)</b>
<b>2.12</b>	<b>Substantial Performance of the Work</b>
<b>.1</b>	<p>(1) Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting <i>Substantial Performance of the Work</i> of each <i>Trade Contractor</i> or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion.</p> <p>(2) Distribute certificates of <i>Substantial Performance of the Work</i> and final certificates for payment of <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>(3) Arrange with <i>Trade Contractors</i> to finish <i>Work</i> to be completed or corrected.</p>
<b>2.13</b>	<b>Project In-Use Date</b>
<b>.1</b>	<p>(1) Determine, in consultation with the <i>Owner</i> and the <i>Consultant</i>, and advise <i>Trade Contractors</i> in writing of, the <i>Project In-Use Date</i>.</p>
<b>2.14</b>	<b>Handover</b>
<b>.1</b>	<p>(1) Inform the <i>Owner</i> and the <i>Consultant</i> in writing when <i>Work</i> of each <i>Trade Contractor</i> is ready for final review prior to issuance of final certificate for payment.</p> <p>(2) Seek, obtain and transmit to the <i>Owner</i> warranties (in consultation with the <i>Consultant</i>, if applicable), affidavits, releases, bonds, insurances, and waivers received from <i>Trade Contractors</i>.</p> <p>(3) Turn over to the <i>Owner</i> all keys and maintenance stocks.</p> <p>(4) Arrange for the issuance of the final certificate for payment for each <i>Trade Contractor</i>.</p> <p>(5) Assist the <i>Owner's</i> operating staff to facilitate a smooth and proper takeover of <i>Work</i> of each <i>Trade Contractor</i> and the <i>Project</i>, including all necessary training and instruction of the <i>Owner's</i> operating staff.</p>

<b>3.</b>	<b>POST-CONSTRUCTION</b>
<b>3.1</b>	<b>General Services</b>
<b>.1</b>	<p>(1) Chair and minute <i>Project</i> meetings with the <i>Owner</i>, the <i>Consultant</i>, and <i>Trade Contractors</i>.</p> <p>(2) Prepare final <i>Construction Cost</i> report.</p>
<b>3.2</b>	<b>Occupancy Review</b>
<b>.1</b>	Assist the <i>Owner</i> in conducting post-construction occupancy review.
<b>3.3</b>	<b>Warranties</b>
<b>.1</b>	Assist the <i>Owner</i> in administering warranties.

## SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

The Construction Management fixed fee will include the following:

- i. all of the Construction Manager's overhead and profit;
- ii. all costs associated with services performed off-site, including the cost of the Construction Manager's off-site personnel, off-site centralized purchasing and procurement systems and services; central accounting, billing, costing and general administrative services;
- iii. all telephone calls, cell phones and faxes;
- iv. all computer usage;
- v. all travel within the Lower Mainland; and
- vi. courier charges.

The following reimbursable expenses would be paid if required in accordance with Article A-5, Section 5.3 of – Compensation for Services:

	<b>Reimbursable Expenses (A5.3)</b>
1.	The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.
2.	Deposits lost, provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .
3.	The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.
4.	Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .
5.	Royalties, patent license fees and damages for infringement of patents and cost of defending suits therefore.
6.	Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.
7.	Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.
8.	The costs incurred due to emergencies affecting the safety of persons or property.
9.	Legal costs incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .
10.	Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as directed and pre-approved by the Owner in writing.

## SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

The Construction Management fixed fee will include the following:

- i. all of the Construction Manager's overhead and profit;
- ii. all costs associated with services performed off-site, including the cost of the Construction Manager's off-site personnel, off-site centralized purchasing and procurement systems and services; central accounting, billing, costing and general administrative services;
- iii. all telephone calls, cell phones and faxes;
- iv. all computer usage;
- v. all travel within the Lower Mainland; and
- vi. courier charges.

The following reimbursable expenses would be paid if required in accordance with Article A-5, Section 5.3 of – Compensation for Services:

	<b>Reimbursable Expenses (A5.3)</b>
1.	Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Project</i> .
2.	Charges for long distance telephone and facsimile communications, courier services, reproduction of trade contract documents incurred in relation to the performance of this <i>Contract</i> .
3.	Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .
4.	The costs to the <i>Construction Manager</i> that result from any <i>Trade Contractor's</i> insolvency or failure to perform.
5.	The cost of all products purchased by the <i>Construction Manager</i> for the <i>Project</i> , including cost of transportation thereof.
6.	The cost of all equipment and services required for the <i>Construction Manager's</i> field office.
7.	The amounts of all contracts between the <i>Construction Manager</i> and subcontractors and suppliers.
8.	The cost of quality assurance such as independent inspection and testing services.
9.	Any adjustment in premiums for insurance which the <i>Construction Manager</i> is required, by this <i>Contract</i> , to purchase and maintain.
10.	If applicable, the cost of time-based rate for labour in the direct employ of the <i>Construction Manager</i> in performing the additional services described in Schedule B1.
11.	Charges levied by authorities having jurisdiction at the <i>Place of the Project</i> .
12.	Royalties, patent license fees and damages for infringement of patents and cost of defending suits therefore.
13.	Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.
14.	Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such

	losses and expenses are not recoverable because the amounts are in excess of collectible amounts, are within the deductible amounts or are not insurable.
15.	The costs incurred due to emergencies affecting the safety of persons or property.
16.	Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Project</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .
17.	Such other costs directly incurred by the <i>Construction Manager</i> in performing the additional services as directed and pre-approved by the Owner in writing.



## **GENERAL CONDITIONS**

1. In GC 2.1.1 after the words “B1 to the Agreement” delete the period at the end of the sentence and add the following: “in accordance with the *Contract Documents* and all applicable laws and regulations. The *Construction Manager* shall provide the *Services* with the degree of care, skill and diligence normally provided by a qualified and experienced construction manager performing services similar to the *Services* in British Columbia. The *Construction Manager* represents that it has the expertise, qualifications, resources and relevant experience to provide the *Services*.”

2. Delete GC 2.1.2 in its entirety and replace it with the following:

“The *Construction Manager* shall retain the personnel named in the *Construction Documents* in their designated roles for the duration of the assignment and not remove such listed personnel without the prior written approval of the *Owner*. The *Construction Manager* shall only retain personnel who have the qualifications, experience and capabilities to perform the *Services*. If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Construction Manager’s* personnel then the *Construction Manager* shall, on written request of the *Owner*, replace such personnel.”

3. In GC 3.1.1.2 after the words “Consultant’s services” add the following: “as necessary for the Consultant to perform the *Services*.”

4. Delete GC 3.1.1.6 in its entirety and replace with the following:

“The *Construction Manager* shall prepare the CCDC 17 contracts for each trade contract with scope and terms that meet with the *Owner’s* approval.”

5. Add the following new clause to GC 3.1.1.8:

(4) The *Owner* will ensure the *Construction Manager* is copied with all direct correspondence between the *Owner* and *Trade Contractors*.”

6. In GC 3.1.1.10 delete the last sentence and replace it with the following: “The *Construction Manager* shall notify the *Owner* if the *Construction Manager* discovers any errors or omissions in the information provided by the *Owner*. The *Construction Manager* shall not be responsible for relying on any inaccurate information provided by the *Owner* unless the *Construction Manager* knew (or should have known given the standard of care in GC 2.1.1, as amended by the Supplementary General Conditions) that the information was inaccurate.”

7. Delete GC 3.1.2 in its entirety and replace it with the following:

3.1.2 The *Construction Manager* shall be, and shall assume the responsibilities of, the “prime contractor” in connection with the *Services* for the purposes of the *Workers Compensation Act* (British Columbia), and as such the *Construction Manager* acknowledges its responsibilities for coordinating safety for the *Place of the Project*, including its own workers as well as those of *Trade Contractors* and all other parties performing

work on or entering on the *Place of the Project*. The *Construction Manager* shall initiate, maintain and supervise all safety precautions and programs in connection with the *Services* and shall ensure that all *Trade Contractors* or other persons performing work on the *Project* have received adequate and appropriate health and safety training. The *Construction Manager* shall inform the *Owner* of any violations of its safety program, and the *Owner* may at any time require the *Construction Manager* to provide evidence of compliance with all health and safety requirements.

3.1.3 Prior to commencing the *Services*, the *Construction Manager* shall provide the *Owner* with evidence of the *Construction Manager's* Worker's Compensation Board registration number, coverage, and a letter of good standing issued by the Worker's Compensation Board with respect to the *Construction Manager*."

8. In GC 4.2.1 delete the words "20 calendar days" and replace them with the words "30 calendar days".

9. Delete GC 4.2.2 in its entirety and replace it with the following:

4.2.2 The *Owner* may set off from payments owing to the *Construction Manager* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor's* behalf."

10. In GC 4.2.3 at the end of the sentence delete the period and insert the following: "unless the variance is caused by the *Construction Manager* failing to meet the standard of care in GC 2.1.1, as modified by the Supplementary General Conditions."

11. In GC 6.1.5 at the end of the sentence delete the period and insert the following: "less a reasonable amount to compensate the *Construction Manager* for any damages suffered by the *Owner* as a result of the *Construction Manager's* default."

12. Delete GC 6.1.6 in its entirety and replace it with the following:

6.1.6 The *Owner* may suspend or terminate this Contract at any time and for any reason by giving *Notice in Writing* to that effect to the *Construction Manager*. If the *Owner* terminates the *Contract*, or suspends the *Contract* for longer than 60 consecutive calendar days, pursuant to this GC 6.1.6, then the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all costs and fees for *Services* properly performed to the date of termination or suspension, as applicable, plus reasonable wind-down costs actually incurred by the *Construction Manager*, but in no event shall the *Owner* be liable to pay any amount on account on lost profits, lost opportunities or other indirect or consequential costs or damages."

13. Delete CG 6.1.7 and GC 6.1.8 in their entirety.

14. Delete GC 6.2.1 in its entirety and replace it with the following:

6.2.1 If the *Owner* fails to pay the *Construction Manager* in accordance with this *Contract*, then the *Construction Manager* may give the *Owner Notice in Writing* that the *Owner* is in default of the *Owner's*

contractual obligations and notify the *Owner* to correct the default in the 15 *Working Days* immediately following the receipt of such *Notice in Writing*.”

**15.** Delete GC 6.2.3 in its entirety and replace it with the following:

6.2.3 If the *Construction Manager* terminates this *Contract* as described in paragraph 6.2.2, then the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* properly performed to the effective termination date plus reasonable wind-down costs actually incurred by the *Construction Manager*, but in no event shall the *Owner* be liable to pay any amount on account on lost profits, lost opportunities or other indirect or consequential costs or damages.”

**16.** Delete GC 9.1 in its entirety and replace it with the following:

#### **GC 9.1 INDEMNIFICATION BY CONSTRUCTION MANAGER**

9.1 The *Construction Manager* shall indemnify and save harmless the *Owner* and all of its officials, officers, employees, servants, representatives and agents (collectively the “**Indemnified Parties**”) from and against all claims, demands, causes of actions, suits, losses, damages and costs, liabilities, expenses and judgements (including all actual legal costs) which any of the Indemnified Parties incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the *Construction Manager* of any obligation of this *Contract*, or any wrongful or negligent act of the *Construction Manager* or any employee or agent of the *Construction Manager*.”

**17.** Delete GC 9.2.3, GC 9.2.4, GC 9.2.5 and GC 9.2.10 in their entirety.

**18.** Add the following as a new Part 10:

### **PART 10 MISCELLANEOUS**

#### **GC 10.1 MISCELLANEOUS**

10.1.1 The *Construction Manager* acknowledges that the *Owner* is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the *Owner* required by law.

10.1.2 The *Construction Manager* agrees to return to the *Owner* all of the *Owner’s* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.

10.1.3 The *Construction Manager* hereby sells, assigns and transfers to the *Owner* the right, title and interest required for the *Owner* to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products or processes or other such work product produced by or resulting from the *Services* provided by the *Construction Manager*. This GC 10.1.3 does not give the *Owner* the right to sell such work product to any third party and the *Owner* may sell the work

product only with the prior approval of the *Construction Manager*. The *Construction Manager* may retain copies of the work product.

10.1.4 The *Construction Manager* is an independent contractor. This *Contract* does not create the relationship of employer and employee, a partnership or a joint venture. The *Owner* shall not control or direct the details, means or process by which the *Construction Manager* performs the *Services*.

10.1.5 Except as provided by law or otherwise by this *Contract*, the *Construction Manager* shall keep strictly confidential any information supplied to, or obtained by, or which comes to the knowledge of the *Construction Manager* as a result of the performance of the *Services* and this *Contract*, and shall not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to complete the *Services* or as required by law.”

**- END OF APPENDIX A -**

## **APPENDIX B**

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# **CITY OF COQUITLAM SUPPLEMENTARY GENERAL CONDITIONS**

**(Construction Document CCDC-2-2008)**

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **STIPULATED PRICE CONTRACT CCDC 2 2008**

These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 – 2008 and form a part of this *Contract*.

In the event of any conflict between the provisions of the Standard Construction Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

Standard Construction Document CCDC-2—2008 is amended as follows:

#### **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

##### **ARTICLE A-3 CONTRACT DOCUMENTS**

1. The Agreement is amended by including “Part C – Schedule 1 - City of Coquitlam Certificate of Insurance Form – Construction”.

##### **ARTICLE A-5 PAYMENT**

2. The Agreement is amended by deleting Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

#### **NEW ARTICLE**

3. The Agreement is amended by adding the following new Article after Article A-8:

##### **ARTICLE A-9 TIME OF THE ESSENCE**

- 9.1 All time limits stated in this *Contract* are of the essence of the *Contract*.

#### **GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

##### **PART 1 GENERAL PROVISION**

##### **GC 1.1 CONTRACT DOCUMENTS**

4. Section 1.1.8 is amended by replacing the term “sufficient copies” with “a pdf copy”.
5. Section 1.1 is amended by adding the following new subsection:
  - 1.1.11 The *Contractor* is responsible for the installation and the coordination of metric and imperial dimensioned products and materials as may be applicable.

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 AUTHORITY OF THE CONSULTANT**

6. Section 2.1 is amended by adding a new subsection after subsection 2.1.3 as follows:

2.1.4 If a Consultant is not engaged on the Project, the Owner will fulfill the requirements of a Consultant.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

7. Section 2.3 is amended by adding a new subsection after subsection 2.3.7 as follows:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the contract documents, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.

## **PART 3 EXECUTION OF THE WORK**

### **G.C. 3.5 CONSTRUCTION SCHEDULE**

8. Section 3.5 is amended by adding the following new subsection after subsection 3.5.1.3:

3.5.1.4 The *Contractor* will perform the *Work* in compliance with the construction schedule. If, for any reason, the *Work* falls behind the schedule for the *Work* set forth in the construction schedule the *Contractor* shall as part of the *Work* either:

- (a) if in accordance with the *Contract Documents* the delay entitles the *Contractor* to a time extension the *Contractor* shall forthwith prepare and deliver to the *Consultant* a revised construction schedule to the reasonable satisfaction of the *Consultant* indicating the revised dates for the remaining activities of the *Work*; or
- (b) if in accordance with the *Contract Documents* the delay does not entitle the *Contractor* to a time extension then the *Contractor* shall take such steps as required to bring the *Work* back into conformity with the construction schedule.

Failure to comply with the requirements of this section shall be deemed to be a default under the *Contract* to which the provisions of GC 7.1.2 apply.

### **GC 3.6 SUPERVISION**

9. Subsection 3.6.1 is amended by adding the following sentence at the end of the subsection: “The appointed *Contractor* representative shall not change without consultation with and written acceptance of the *Owner*, which acceptance will not be unreasonably withheld.”

### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

10. Subsection 3.7.2 is amended by adding the following sentence at the end of the subsection: “The *Contractor* shall not employ any *Subcontractor*, or change *Subcontractor*, without the written approval of the *Owner*, which approval will not be unreasonably withheld.”
11. Subsection 3.7.3 is deleted in its entirety and replaced with the following:
  - 3.7.3 If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Contractor's* personnel, *Subcontractors* or *Suppliers*, then the *Contractor* will, on written request from the *Owner*, replace such personnel, *Subcontractor* or *Supplier* immediately.
12. Section 3.7 is amended by adding the following new subsections after subsection 3.7.6:
  - 3.7.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work*.
  - 3.7.8 The *Contractor* shall coordinate the *Work* of all of its *Subcontractors* and *Suppliers* and determine to what extent *Work* specified in each section of the specifications is effected by *Work* indicated elsewhere and make all necessary allowances for their integration. All additional *Work* resulting from the failure to make such determination shall be done at no cost to the *Owner*.
  - 3.7.12 The *Contractor* shall indemnify and hold harmless the *Owner*, its agents, servants and employees, from and against all costs, claims, damages, debts, sums, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a *Subcontractor*, *Supplier* or labourer with whom the *Contractor* or any of its *Subcontractors* or *Suppliers* has contracted in relation to the *Work*.



### **GC 3.8 LABOUR AND PRODUCTS**

13. Subsection 3.8.2 is amended by adding the following after “consultant”: “Products which are not specified shall conform to current applicable specifications and regulations of the Canadian Standards Association, Technical Builders' Bulletin, Canadian Government Specifications Board, National Building Code, British Columbia Building Code, American Society for Testing and Materials, Trade Association Specifications and all authorities having jurisdiction at the Place of the Work.”
14. Section 3.8 is amended by adding the following new subsections after subsection 3.8.3:
  - 3.8.4 Immediately upon receiving from the *Consultant* or the *Owner* a written notice stating the *Consultant's* or the *Owner's* reasonable objection to the work conduct of any superintendent, foreman or worker on the Project site, the Contractor will remove such persons from the Project site.
  - 3.8.5 No person shall with relation to his employment or eligibility for employment be discriminated against by reason of his or her race, colour, ancestry, place of original, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age, or because he or she has been convicted of a criminal or summary conviction offence that is unrelated to the employment.
  - 3.8.6 The *Contractor* shall supply labour that is compatible with other labour employed on the Work. In the event of labour disputes arising from the provision of skilled or unskilled labour by the *Contractor* or its *Subcontractors*, the *Contractor* shall, to the satisfaction of the *Owner* or *Consultant*, as applicable, make such arrangements as are necessary to preclude delay to the Work or to the work of others at the Project Site.

### **GC 3.9 DOCUMENTS AT THE SITE**

15. Subsection 3.9.1 is amended by inserting the words “reviewed shop drawings” immediately after “*Contract Documents*”.
16. Section 3.9 is amended by adding the following as a new subsection after subsection 3.9.1:
  - 3.9.2 Record drawings to be maintained and available to view by *Consultant* and *Owner*.

### **GC 3.10 SHOP DRAWINGS**

17. Section 3.10 is amended by adding the following new subsections after subsection 3.10.12:

3.10.13 Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner's* property.

3.10.14 Electronic submissions and electronic review stamp by the *Consultant* are acceptable.

### **GC 4.1 CASH ALLOWANCES**

18. Subsection 4.1.4 is amended by:

- a) in all instances deleting the words “any cash allowance”, and replacing them with “all cash allowances”.
- b) at the end of the last sentence, adding the following new sentence: “The *Contractor's* overhead and profit on costs exceeding the amount of the allowance shall be ten (10%) percent on *Work* performed directly by the *Contractor*, and five (5%) percent on *Work* performed by *Subcontractors*.”

19. Section 4.1 is amended by add the following new subsection after subsection 4.1.7:

4.1.8 Expenditures of the cash allowance are to be directed as per GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE, at the *Owner's* directive. All *Work* under cash allowance is to be competitively bid unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on expenditures of a cash allowance, including all unallocated amounts.

## **PART 5 PAYMENTS**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

20. Section 5.1 is deleted in its entirety.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

21. Subsection 5.2.3 is amended by:

- a) deleting “and Products delivered to the Place of the Work”; and

- b) adding the following at the end of the subsection: “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”

22. Subsection 5.2.7 is deleted in its entirety and replaced with:

- 5.2.7 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.

23. Section 5.2 is amended by adding the following new subsections after subsection 5.2.7:

- 5.2.8 A draft application for payment is to be submitted to the *Owner* on the 25<sup>th</sup> of the month.
- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentations as determined by the *Owner*.

### **GC 5.3 PROGRESS PAYMENT**

24. Subsection 5.3.1.3 is deleted in its entirety and replaced with:

- 5.3.1.3 The *Owner* shall use its best efforts to make payment to the *Contractor* on account as provided in Article A-5 of the agreement, such payment to be net 30 days from the date on which the invoice is delivered to the *Owner*.

25. Section 5.3 is amended by adding the following new subsections after subsection 5.3.1:

- 5.3.2 The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor's* behalf.
- 5.3.3 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.
- 5.3.4 In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* or *Owner* estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

26. Section 5.4 is amended by:

- a) adding the words “or Owner” after the word “Consultant” in subsection 5.4.2 and 5.4.3; and
- b) adding the following new subsection after subsection 5.4.3:

5.4.4 Should the *Consultant* or *Owner* find significantly more incomplete or deficient *Work* than those listed by the *Contractor* with its application, the *Consultant* or *Owner* may elect to terminate its inspection and to not issue a certificate of *Substantial Performance*. If the *Consultant* or *Owner* terminates its inspection, the *Contractor* shall compensate the *Owner* for the additional time and expenses incurred by the construction manager, *Consultant*, *Subconsultants* and *Owner* in relation to multiple inspections.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

27. Subsection 5.5.3 is deleted in its entirety.

#### **GC 5.7 FINAL PAYMENT**

28. In subsection 5.7.4, the words “no later than 5 days after the issuance of a final certificate for payment” are deleted and replaced with “net 30 days from invoice date, on a best effort basis”.

29. Section 5.7 is amended by adding the following new subsection after subsection 5.7.4:

5.7.5 The issuance of a final certificate for payment in no way relieves the *Contractor* from correcting defects or deficiencies not apparent at the time the certificate is issued.

#### **PART 6 CHANGES IN THE WORK**

##### **GC 6.1 OWNER’S RIGHT TO MAKE CHANGES**

30. Subsection 6.1.2 is amended by adding the following to the end of the sentence: “[...] or written approval to proceed.”

## **GC 6.2 CHANGE ORDER**

31. Subsection 6.2.1 is amended by adding the following at the end of the subsection: “A *Change Order* shall be a final determination of adjustments in the *Contract Price*, *Contract Time* or both, as applicable. There shall be no adjustment to the *Contract Price* or *Contract Time* should the *Contractor* fail to present a request for a specific adjustment in response to a notice describing a proposed change in the *Work*.”
32. Subsection 6.2.2 is amended by adding “[...] and be noted on the Change Order schedule of values” at the end of the sentence.
33. Section 6.2 is amended by adding the following new subsection after subsection 6.2.2:
  - 6.2.3 The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*:
    - (a) by estimate and acceptance in a lump sum;
    - (b) where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
    - (c) by costs and a percentage fee for overhead and profit as calculated below:
      - (i) for *Change Orders* not covered by allowances, the *Contractor's* overhead and profit and supervision shall be 10% on *Work* performed directly by the *Contractor*, and 5% on work performed by *Subcontractors*;
      - (ii) the *Subcontractor's* allowance for overhead and profit and supervision shall be 10% of the actual cost of all *Change Orders* attributed to the *Subcontractor's Work*, as determined by this paragraph;
      - (iii) where the *Change Order* involves the substitution of one type of *Product* for another the “actual cost” of the *Change Order*, whether credit or extra, shall be the net difference in the “actual cost” defined above.

### **GC 6.3 CHANGE DIRECTIVE**

34. Subsection 6.3.7.1 is amended by adding the word “construction” before “personnel”, and after “personnel” adding: “[...] excluding administrative, clerical and supervisory personnel, and for only the portion of their time required for the Work attributable to the change.”
35. Section 6.3. is amended by adding the following new subsection after subsection 6.3.13:
- 6.3.14 all other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of section 6.2.3 of GC6.2 CHANGE ORDER.

### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

36. Section 6.4 is amended by adding the following new subsection after subsection 6.4.4:
- 6.4.5 The *Contractor* acknowledges that it has inspected the *Place of the Work* for the physical conditions described in GC 6.4.1 and has disclosed its findings to the *Owner*. The *Contractor* agrees not to seek any increases in the *Contractor's* cost or time to perform the *Work* in respect of any conditions that were or ought to have been discovered upon reasonable inspection by the *Contractor* prior to the date of the *Contract*.

### **GC 6.5 DELAYS**

37. Subsection 6.5.4 is amended by adding the following at the end of the subsection: “[...]. No claim for additional time arising from a delay will be applicable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

### **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

38. Subsection 6.6.5 is amended by adding the following at the end of the subsection: “[...]. No claim for additional payment arising from a delay will be payable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

39. Subsection 7.2.3.1. is deleted in its entirety.

## **PART 8 DISPUTE RESOLUTIONS**

### **GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

40. Section 8.2 is deleted in its entirety and replaced with the following:

8.2.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this *Contract* or related to this *Contract* ("Dispute") using the dispute resolution procedures set out in this section.

#### **Negotiation**

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

#### **Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may, by delivery of written notice to the other party, refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

#### **Litigation**

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the metro Vancouver area.

## **PART 9 - PROTECTION OF PERSONS AND PROPERTY**

### **G.C. 9.1 PROTECTION OF WORK AND PROPERTY**

41. Section 9.1 is amended by adding the following new subsection after subsection 9.1.4:

9.1.5 In the event of a delay or shut down which results in a stoppage of the Work, the Contractor shall take all reasonable steps to protect the Work for the entire period of the delay or shut down. The cost of such protection shall be paid as follows:

- (a) if under 6.5.1, or 6.5.2, the Owner will pay,
- (b) if under 6.5.3, the Contractor will pay.

## **PART 11 – INSURANCE AND CONTRACT SECURITY**

### **G.C. 11.1 INSURANCE**

42. Section 11.1 is deleted in its entirety and replaced with the following:

11.1.1 The *Contractor* shall, without limiting its obligations or liabilities under this *Contract* or otherwise, and at its own expense, provide and maintain for the duration of the *Contract Time* and the applicable warranty period, insurance policies in the following forms and amounts:

- (a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;
- (b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the Contractor or its agents or employees for the performance of the Work, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.
- (d) **builders risk and wrap up** liability for the value of the project for 24 months completed operations. The Contractor is responsible to pay for the premiums and deductible amounts to cover all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.



- 11.1.2 All insurance policies required under this *Contract* must:
- (a) name the Owner and School District #43 Coquitlam as an additional insured;
  - (b) be primary and not require the sharing of any loss by the Owner or any insurer of the Owner;
  - (c) include cross liability and severability of interests clauses such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured;
  - (d) include, but not be limited to: premises and operators liability, broad form products and completed operations, Owner's and Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;
  - (e) be endorsed to provide the Owner with at least 30 days advanced written notice of cancellation or material change restricting coverage;
  - (f) be issued by insurers licensed to conduct business in British Columbia.
- 11.1.3 In the event the insurance requirements specified in the City of Coquitlam Insurance Certificate Form—Construction, attached to the *Contract* differs from the requirements in section 11.1.1 above, then the provisions of the City of Coquitlam Insurance Certificate Form shall prevail.
- 11.1.4 The *Contractor* shall provide the *Owner* with evidence of the required insurance prior to commencement of the *Work* and as requested by the *Owner* from time to time.

## **PART 12 – INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTIES**

### **G.C. 12.1 INDEMNIFICATIONS**

Section 12.1 is deleted in its entirety and replaced with the following:

- 12.1.1 The Contractor will indemnify and save harmless the *Owner*, its employees and agents, including the *Consultants*, from and against any and all losses, claims, damages, action, causes of action cost and expenses that the owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the *Contractor* pursuant to this *Contract*, excepting always liability arising out of the independent negligent acts of the *Owner*.
- 12.1.2 At the *Owner's* option, the *Contractor* shall, at his own expense, promptly assume the defense of any claim, suit or any other proceeding and promptly pay any and all costs that may be incurred by or against the *Owner*. The *Owner* may, as a condition precedent to any payment hereunder, require the *Contractor* to submit waivers or releases extinguishing all claims of any person, firm or corporation.
- 12.1.3 If any encumbrance be placed upon or obtained against the property comprising the site of the *Work*, or as a result of any such suit or proceeding, the *Contractor* shall forthwith cause the same to be discharged. In the event that the *Contractor* fails to remove the said encumbrance(s), the *Owner* may pay whatever monies are necessary to fully discharge these encumbrances and all of its cost in that regard may be deducted from monies otherwise payable to the *Contractor*.

### **GC 12.2 WAIVER OF CLAIMS**

- 43. Subsections 12.2.3, 12.2.4, 12.2.5, 12.2.9 and 12.2.10 are deleted in their entirety and subsections 12.2.6, 12.2.7 and 12.2.8 renumbered accordingly.

### **GC 12.3 WARRANTY**

- 44. Subsections 12.3.1 and 12.3.6 are deleted in their entirety. Subsection 12.3.1 is replaced with the following:

- 12.3.1 The warranty period under the *Contract* is one year from the date on which final certificate of payment is issued by the *Owner* under subsection 5.7.3.

45. Subsection 12.3.3 is deleted and replaced with the following:

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 one year warranty period, which Notice in Writing may specify the time within which the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

46. Subsection 12.3.4 is amended by adding the following at the end of the subsection: “The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under subsection 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected materials that may be disturbed and which shall be required in the complete restoration of the original finish.”

47. Subsection 12.3 is amended by adding the following new subsection after subsection 12.3.6:

12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

**ADD THE FOLLOWING:**

48. Standard Construction Document CCDC-2-2008 is further amended by adding the following new sections after Section 12:

**PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

**13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

13.1.1 All documents submitted to the *Owner* will be in the custody or control of, or become the property of, the *Owner* and as such are subject to the *Freedom of Information and Protection of Privacy Act* (B.C.) and may be disclosed pursuant to that Act or otherwise required by law.

## **PART 14 CONFIDENTIALITY**

### **14.1 CONFIDENTIALITY**

- 14.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.
- 14.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.
- 14.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

## **PART 15 SEVERABILITY**

### **15.1 SEVERABILITY**

- 15.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:
  - (a) separate and severable from this *Contract*; and
  - (b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability without affecting any of the remaining provisions of this *Contract*, which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.

**END OF APPENDIX B**



City of Coquitlam  
**REQUEST FOR PROPOSALS**

**RFP No. 20-04-11**  
**Maillardville Community Centre Construction Management at Risk  
Services**

**Proposal will be received on or before 2:00 pm local time**

**Thursday, June 11 2020**  
**(Closing Date and Time)**

**INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Proposal submissions are to be consolidated into one PDF file and uploaded electronically through Q-file, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

**1. In the "Subject Field" enter:** RFP Number and Name

**2. Consolidate files into one PDF file and "Send"**

(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete and was sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca) )

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3060.

**PROPOSAL SUBMISSION FORM**

**Complete and return this section  
and attach a Consent of Surety Form**

Submitted By: \_\_\_\_\_  
(Company Name)

**1. PRICE**

Prices proposed are to be all inclusive; therefore, include all labour, material, tools, equipment, transportation, fuel, supervision, disposal fees, permit fees and any other items required for provision of the services (exclude GST)

The Proponent is to provide the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

**1.1. Lump Sum Pricing**

Unit price and lump sum prices are to be held firm to completion of the work.

**1.1.1. CCDC 5A-2010 Construction Management**

Description	Unit of Measure	Price
For CCDC-5A-2010 for Construction Management - Pre-Construction Services. Price to cover all work up to the completion of trade tendering.	Lump Sum	\$
Basis of Calculation		

**1.1.2. CCDC 2-2008 Stipulated Sum**

Description	Unit of Measure	Price
For General Conditions, Expenses & Overheads for CCDC 2-2008 Stipulated Sum contract (as modified by the City's Supplementary General Conditions). Provide detailed breakdown of General Conditions, as attached	Lump Sum	\$
Basis of Calculation		

**1.2. Fixed Percentage Fee**

The proposed fixed percentage fee includes, but not be limited to the following: (1) the contract profit for the General Contractor; and (2) costs for all office functions, not directly related to the site operations of the project, the corporate project director, general accounting, project estimating, purchasing, and administrative functions. The Fixed Percentage Fee will be applied against the sub-trade contract prices and will be used to calculate the Stipulated Price Contract for the total project. Should project construction proceed before the Stipulated Price Contract is established, the Proponent will be paid the cost of Services and a mark-up equal to the Construction Management fee as a reimbursable cost until such time as the Stipulated Price Contract is established. Upon the establishment of the Stipulated Price Contract, the value of all such reimbursable Service cost and mark-up paid to date shall be deducted from the value of the Fixed Percentage Fee established under the Stipulated Price Contract.

**1.2.1. CCDC – 5A - 2010 Construction Management**

Description	Unit of Measure	Fees
Fixed percentage fee based on a CCDC-5A-2010 Construction Management contract (as modified by the City's Supplementary General Conditions).	Percentage	%

**1.2.2. CCDC 2 - 2008 Stipulated Sum**

Description	Unit of Measure	Fees
Fixed percentage fee based on a CCDC 2-2008 Stipulated Sum contract (as modified by the City's Supplementary General Conditions	Percentage	%

**1.3. General Conditions, Expenses & Overheads**

General Conditions Costs – Costs for all items listed below should be included in the construction manager general conditions costs. These items should not be assigned to subcontractor bid packages.

Please complete the form below and submit with your Proposal. This list should not be considered as exhaustive and Proponents should provide pricing to items on the list that are applicable and extend the list as necessary to include other items they consider needed for the scope of Services to be provided for this project.

In 1.1 Lump Sum Pricing, 1.1.1. CCDC 5A-2010 Construction Management Price and 1.1.2. CCDC 2-2008 Stipulated Sum may relate in part to the proposed construction schedule. However, any change in the final construction schedule duration, from that proposed, will not be the cause to change pricing in 1.1.1. CCDC 5A-2010 Construction Management Price and 1.1.2. CCDC 2-2008 Stipulated Sum.

**\*\*NOTE: Each line item is to have a value. Do not use “at cost price” or similar wording.**

CODE	CATEGORY	QUANTITY	UNIT	RATE	PRICE
	Superintendent (Structure/Trades)				
	Superintendent (Finishes)				
	Site Engineer / Coordinator				
	Quality Control				
	Project Manager(s)				
	Project Coordinator(s)				
	Scheduling				
	Other staffing				
	Administrative Expenses				
	OHS Coordinator/Safety Officer/ First Aid				
	First Aid Equip / Trailer				
	Site Security: gates / regular time				
	Site Security: off hours				
	Employee Travel / Expenses				
	Site Offices / meeting / lunch rooms				
	Owner's / consultant office				
	Site Office Equip / Supplies				
	Fax/ copier / computer / email				
	Printing / additional drawings				
	Courier / deliveries				
	Storage Buildings				
	Hoarding / street use				
	Ladders / Barricades				
	Fire Protection / Equipment				
	Project Signage / site signage				
	Traffic Control				
	Street cleaning				



CODE	CATEGORY	QUANTITY	UNIT	RATE	PRICE
	On-going Clean Up				
	Garbage Bins / disposal fees				
	Final Clean				
	Exterior Glazing Cleaning				
	Communication / Radios				
	Photographs / video				
	Equipment Rentals				
	Mobilize/Demobilize				
	Small Tools				
	Miscellaneous pumping / submersibles				
	Inspections / Testing				
	Surveying / Layout				
	Hoisting				
	Crane-age				
	Man / material hoist				
	Cartage / Delivery				
	Finish Protection				
	Heritage Protection				
	Temp. – Phones / cells / cable				
	Temp. – Hydro Connection				
	Temp. – Hydro Usage				
	Temp. – Distribution / wire / lights				
	Temp. – Water				
	Temp. – Heat / hoard / snow				
	Temp. – Waterproofing / Roofing				
	Temp. – Toilets / washrooms				
	City sidewalk / lane rentals				

CODE	CATEGORY	QUANTITY	UNIT	RATE	PRICE
	Permits / Licenses / Fees				
	Insurance				
	50% Performance & 50% Labour and Material Payment Bond				
	Close out, manuals, as built				
	Legal / Statutory declarations / contracts				
	Deficiency clean-up / Warranty work				
	Additions items				
	<b>Total General Expenses &amp; Overhead (excluding GST):</b>				

**1.4. Additional Expenses**

The proposed Contracts provide that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

--

**1.5. Payment and Discounts**

The City has stated its terms and conditions with respect to Payment and Discounts within the City's [Standard Terms and Conditions - Purchase of Goods and Services](#).

The Proponent will provide cash discount of \_\_\_\_\_% if account is paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

**2. NON-COMPLIANCE**

Fully describe any deviations to the City's specifications and requirements outlined in this RFP that your company is unable to comply with:

--

**3. DEPARTURES / ALTERNATES**

The Proponent offer the following alternates to improve the Services described in this RFP (list, if any):

Section	Requested Departure/Alternate

The Proponent acknowledges that the departures it has requested in Sections 2 and 3 of this Proposal Submission Form will not form part of the agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

**4. VALUE ADDED**

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

--

**5. SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY****5.1. Sustainable Benefits**

Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City:

--

**5.2. Social Responsibility**

- a) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

--

- b) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

## 6. EXPERIENCE, PERSONNEL AND RESOURCES

### 6.1. Key Personnel

Provide information on the background and experience of all key personnel proposed to undertake the Services and Work, and who have direct experience in construction of similar or comparable projects. Include the following personnel as a minimum:

Role	Name of Personnel	Background	Experience
<u>Pre-construction Manager</u> responsible for liaison with the client/design team			
<u>Designated site superintendent</u> responsible for day-to-day on-site coordination			
<u>Designated senior project manager</u> responsible for the operations and project advancement			
<u>Estimator</u>			
<u>Support staff</u> (safety coordinator, project coordinator, etc.).			
<u>Other</u>			

**6.2. Proposed Project Team**

Provide the following information for all proposed project team members (use the spaces provided and/or attach additional pages, if necessary):

<b>Name</b>					
<b>Proposed Position</b>					
<b>Qualifications and Professional Designations</b>					
<b>Years of Experience Overall</b>					
<b>Years of Experience with the Proponent</b>					
<b>Current workload and assignments</b>					
<b>Anticipated role during the design assist &amp; pre-construction phase</b>					
<b>Anticipated role during construction and post construction phase</b>					
<b>Description of past experience in similar projects, include the following: project name, project value, year of completion, client name</b>					
<b>Minimum of three references who are able to verify the work experience.</b>					

**6.3. Business Information and Corporate Capabilities**

Proponent is to state how many years they have been in business and capacity to take on this project in regards to other work the Proponent may have ongoing:

--

**6.4. Experience and References**

Provide references and contact information from recent relevant successful projects completed within the last 5 years.

Contracts indicated below should be related to operations similar in size, scope and complexity. By submitting a Proposal, Proponents consent to the City to check and verify information provided. Information obtained from references will not be disclosed or discussed with any Proponents.

<b>Project Name</b>	
<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

  

<b>Project Name</b>	
<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Project Name</b>	
<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

## 7. METHODOLOGY, MANAGEMENT AND TECHNICAL

### 7.1. City's Requirements and Key Objectives

Proponent is to provide a narrative that illustrates an understanding of the City's requirements, key objectives and project intent:

--

### 7.2. Project Plan

Proponent is to provide a narrative that illustrates how the Proponent will complete the scope of Services & Work, manage the Services & Work, and accomplish required objectives within the City's schedule. Proponent's plan should identify proposed resources and anticipated deliverables for each of the following project phases. Plan should briefly describe the project management procedure, methods and any technology based tools used to document, monitor and control scope, schedule, budget and quality of work and include a brief narrative approach to the following issues: communication, cost control during design and construction, value engineering, scheduling, qualification of trade contractors, incorporation of LEED® and sustainable strategies (use the spaces provided and/or attach additional pages, if necessary):

Phase	Plan
Pre-construction service	
Procurement	
Construction	
Post construction	

**7.3. Compliance to Budget**

The Proponent, upon review of the provided design drawings & available construction budget, is required to include a brief description of its plan to ensure compliance with the available budget (use the spaces provided and/or attach additional pages, if necessary):

--



**7.4. Pre-Construction Service and Design Assist**

The Proponent is to describe how they intend to carry out the pre-construction service and design assist role in a way that will result in tangible benefits to the city upon conversion to lump sum fixed contract (use the spaces provided and/or attach additional pages, if necessary):

--

**7.5. Key Project Challenges, Risks and Opportunities**

Proponent is to describe their approach to anticipated key project challenges, risks & opportunities. In particular, those related to post construction (use the spaces provided and/or attach additional pages, if necessary):

--

**7.6. Quality Assurance and Safety**

Proponent is to provide the measures they will use to maintain quality control at the worksite to completion of the project; and provide the measures they will use to maintain safety on the worksite (use the spaces provided and/or attach additional pages, if necessary):

<b>Quality Assurance</b>
<b>Safety</b>

Due to prevailing Covid-19 related health crisis and associated market uncertainty, the project is anticipated to be procured under an approach of sequential bidding and award of various trade contracts to suit the market conditions. The Proponent is expected to create a schedule that should reflect the Proponents best assessment of the design/construction duration as it relates to the required project completion at the most economical project cost.

Proponents to state milestone dates as applicable to their proposed schedule and the activity (use the spaces provided and/or attach additional pages, if necessary)

Activity	Date

Proponents to provide a preliminary construction schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).

[illegible]

8.3. Construction Duration

Proponents are to state the duration of construction from start of construction to final completion:

\_\_\_\_\_ weeks.

9. **CONFLICT OF INTEREST DECLARATION**

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the Cities, their elected or appointed officials or employees:

10. **ADDENDA**

We acknowledge receipt of the following Addenda(s) related to this Request for Proposal and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

**11. AUTHORIZATION**

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, applicable to this RFP:

<b>Company Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>GST Registration No.:</b>	
<b>Project Contact:</b> Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
<b>Contact Email:</b>	
<b>Name &amp; Title of Authorized Signatory:</b> (please print)  <b>Signature:</b>	
<b>Date:</b>	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.