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City of Coquitlam

Request for Proposals RFP No. 21-008

Cottonwood Park – Phase 1B Construction

Issue Date: February 5, 2021

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PROPOSAL SUBMISSION FORM

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 21-008 Cottonwood Park - Phase 1B Construction
	Cottonwood Park - Phase 16 Construction
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from qualified companies to provide Construction Services for Cottonwood Park – Phase 1B Construction.
Closing Date and	2:00 pm local time
Time	Friday, February 26, 2021
	Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at <u>qfile.coquitlam.ca/bid</u>
Instructions for	1. In the "Subject Field" enter: RFP Number and Name
Proposal	2. Add files in .pdf format and Send
Submission	(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.)
	Phone 604-927-3037 should assistance be required.
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam's website: www.coquitlam.ca/BidOpportunities
Documents	Printing of RFP documents is the sole responsibility of the Proponents.
Instructions to Proponents	The guidelines for participation that will apply to this RFP are posted on the City's website: Instructions to Proponents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: <u>bid@coquitlam.ca</u>
Addenda	Proponents are required to check the City's website for any updated information and addenda issued at: www.coquitlam.ca/BidOpportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <u>bid@coquitlam.ca</u> prior to the Closing Date and Time.
Terms and Conditions of Contract	The City's <u>Standard Terms and Conditions - Purchase of Goods and Services</u> , the City's General Conditions, CCDC 2 – 2008 Stipulated Price Contract between Owner and Contractor, as amended by the City of Coquitlam's Supplementary General Conditions to the CCDC2-2008 will apply to the Contract awarded as a result of this RFP.

DEFINITIONS

"Contract" means the CCDC 2 – 2008 Stipulated Price Contract Between Owner and Contractor, as amended by the City's Supplementary General Conditions to the CCDC 2 – 2008 and City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, Appendices, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the City

"City" means City of Coquitlam.

"City Project Manager" means the City staff members appointed by the City who will act on its behalf with respect to duties and authorities as outlined in this RFP.

"Consultant(s)" mean those firms that the City has selected to provide professional and technical consulting services in relation to this RFP.

"Contractor" means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Proponent" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the Services and Works.

"**Price**" means the amount that will be paid by the City to the Contractor for delivery and acceptance of goods and Services.

"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" "Work" "Works" means and includes the provision of all services, duties and expectations as further described in this RFP, including, unless the context otherwise requires, the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

"Supply" "Provide" shall mean supply and pay for and provide and pay for.

"Shall" "Must" "Will" "Mandatory" means a requirement that must be met.

1 INSTRUCTIONS TO PROPONENTS

1.1 Project Description

The City of Coquitlam ("City") requests proposals from qualified, experienced companies to provide **Cottonwood Park - Phase 1B Construction at:**

East of the Intersection of Cottonwood Street and Aspen Street and south of Cottonwood Ave, Coquitlam, British Columbia.

For further details, refer to:

Appendix A – Project Specifications Appendix B – Drawings Appendix C – City of Coquitlam's Supplementary General Conditions to CCDC 2 - 2008 Appendix D – Geotechnical Reports Appendix E – Asset Inventory Form

1.2 Mandatory Requirements

Proponent to submit a Consent of Surety along with their Proposal to confirm Proponent's ability to obtain bonding as required.

1.3 <u>Completion Date</u>

The Work shall be substantially completed by **November 30, 2021.**

1.4 COVID-19 Safety Requirements

Contractor is responsible for following all COVID - 19 site safety requirements which are posted by WorkSafeBC and subject to change as the situation evolves:

- <u>https://www.worksafebc.com/en/about-us/covid-19-updates/covid-19-industry-</u> information/construction
- <u>http://www.bccassn.com/media/Guidance%20to%20Construction%20Sites%20Operating%20During%20COVID19.pdf</u>
- Contractor COVID-19 Info Sheet

Contractors must post their Site Safety Covid-19 Specific requirements in plain view and visible to the public.

1.5 Non-mandatory Site Visit

A non-mandatory site visit is scheduled for:

NON - MANDATORY SITE MEETING				
PROCESS	Proponents: See RSVP instructions below. Based on registration numbers, the City may have multiple site meetings times to ensure proper social distancing and to ensure the safety of all in attendance. The City will adhere to proper provincial Covid-19 measures and ensure physical distancing and minimal sized gatherings are in place.			

	No questions will be answered during the non-mandatory site visit(s); questions are to be submitted to <u>bid@coquitlam.ca</u> . and an addendum will be issued to answer all questions and ensure consistency between meetings.
RSVP	Proponents are to confirm attendance by 5:00pm on Friday February 12, 2021 via email to bid@coquitlam.ca
DATE:	Thursday February 18, 2021. Time and number of site meetings will be confirmed after the RSVP deadline in order to adhere to COVID-19 measures.
LOCATION:	South of Aspen Street and Adler Avenue intersection – Cottonwood Park parking lot. Proponents are to meet in the parking lot
TIME:	To be scheduled based on RSVP's received
ATTENDANCE:	Limit of 1(one) representative per prospective Proponent. Maximum number of in-person per site meeting is 6 people.

1.6 Instructions to 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, the Proponent agrees and accepts the rules by which the RFP and selection process will be conducted.

- 1.6.1 Proponents are responsible to inspect the existing site(s) and shall fully understand the difficulties and restrictions for execution of the Work under this Contract. Interpretations by the Proponent of the meaning of any section of the Contract drawings and specifications herein prior to submitting a price for the Work shall not remove the responsibility of completing the Work as per the directions of the City, including all costs associated with that Work, should the Proponent's interpretation be incorrect.
- **1.6.2** Prior to submitting a price for the Work, the Proponent must seek clarification from the City for any items within the drawings and specifications that may appear to be unclear or conflicting.
- 1.6.3 Prior to submitting a Proposal, Proponents should visit, inspect, and familiarize themselves with the site(s) and of everything and of every condition potentially affecting the works to be executed, so that the execution of the Contract by the successful Proponent is founded and based upon the Proponent's own examination, information, and judgment. Failure to visit the site(s) prior to the Proposal Closing Date will in no way relieve the successful Proponent from the necessity of furnishing any material or performing any work that may be required to complete the work in accordance with the conditions and specifications without additional cost to the City.
- 1.6.4 It shall be the responsibility of the Proponent, by personal inspection of the site(s) of the works, examination of the contract documents, calculations, tests, and by requesting any required clarifications from the City, to become satisfied with respect to the quantities, quality, and practicability of the work. The Proponent must be aware that

any information from the City was and is approximate and speculative only and cannot in any manner be warranted or guaranteed. If the Proponent fails to make a proper investigation and examination of the site(s) and the Work, they shall signify by entering into the Contract that they are willing to assume all risk of the work proving more onerous than was contemplated and/or assumed when the Contract was signed.

A complete set of RFP and Contract documents will include:

- Appendix A Project Specifications
- Appendix B Drawings
- <u>Appendix C City of Coquitlam's Supplementary General Conditions to CCDC 2 –</u> 2008
- Appendix D Geotechnical Reports
- Appendix E Asset Inventory Spreadsheet
- 1.6.5 Figure dimensions of a drawing shall take shall take precedence over measurements scaled from the drawing and large-scale drawings take precedence over those of a smaller scale. Supplementary drawings and specifications supersede their antecedents. Addenda drawings take precedent over all drawings. Addenda specifications take precedent over all specifications. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product will govern. The drawings and specifications complement each other and anything called for by one will be as binding as if called for by both.
- 1.6.6 All information requested for the Proposal is to be completed by the Proponent on the supplied forms only and shall be based upon the whole of the specifications and Contract documents, without reservation. A Proposal that does not include all of the above sections, completed as specified herein, may be rejected.
- 1.6.7 The selected Proposal shall supply all materials, equipment, installation, commissioning, and construction necessary for the successful starting and completion of the project in accordance with the drawings and specifications herein. It shall be the responsibility of the Proponent to include in the submitted Proposal amount sufficient amounts to cover the cost of the work and materials required to complete the Work but not specifically noted in the drawings and/or specifications. It is assumed that all taxes, duties and levies have been included in the Proposal amount.
- **1.6.8** Complete sub-contracting of works will not be approved; however, segments of work involving special skills may be sub-contracted.
- 1.6.9 All information in this RFP Document, Drawings, Specifications, Site Visit and Investigation, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.
- 1.6.10 The selected Proposal shall supply all materials and construction necessary for the successful starting and completion of the project in accordance with the drawings and specifications herein. It shall be the responsibility of the Proponent to include in the submitted Proposal sufficient amounts to cover the cost of all work and materials

required to complete the Work noted in the drawings and/or specifications. All taxes, duties and levies are to be included in the Proposal amount.

1.6.11 The Proponent to indicate the names of the Proponent's senior staff for the project, specifically identifying the project superintendent, and the names of the major sub-Contractors and the work they will be performing.

1.7 <u>Requirements</u>

- 1.7.1 The selected Proposal shall supply all materials and construction necessary for the successful starting and completion of the project in accordance with the drawings and specifications herein. It shall be the responsibility of the Proponent to include in the submitted Proposal amount sufficient amounts to cover the cost of the Work and materials required to complete the Work but not specifically noted in the drawings and/or specifications. It is assumed that all taxes, duties and levies have been included in the Proposal amount.
- 1.7.2 The Proponent must indicate the names of the Proponent's senior staff for the project, specifically identifying the project superintendent, and the names of the major sub-Contractors and the work they will be performing.
- 1.7.3 **A CONSENT OF SURETY MUST BE SUBMITTED WITH THIS PROPOSAL** confirming agreement to Bond and to verify the Proponent will provide, at time of award:
 - a) A PERFORMANCE BOND IN THE AMOUNT OF 50% OF THE BID PRICE;
 - b) A LABOUR & MATERIALS PAYMENT BOND IN THE AMOUNT OF 50% OF THE BID PRICE.
- 1.7.4 The selected Proponent will be required to enter into a Contract with the City using the CCDC 2-2008 document, supplemented by the City of Coquitlam's Supplementary General Conditions to CCDC 2 2008.

A BID BOND IS NOT REQUIRED for this RFP.

1.8 Alternate Products

Requests for any proposed alternate product to be **submitted and approved seven days prior** to the Closing Date.

1.9 <u>Prices</u>

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.

1.10 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 <u>City's</u> <u>Standard Insurance Form</u>
- b) Be registered and provide WorkSafeBC clearance
- c) <u>Prime Contractor Designation Form</u> and be responsible for all the Work at the site in accordance with WCB regulations, **including COVID-19 site safety requirements**
- d) Accept the City's standard Terms and Conditions posted on the City's website: <u>Standard</u> <u>Terms and Conditions - Purchase of Goods and Services</u>
- e) Enter into a Contract with the City using the CCDC 2-2008 document supplemented by the City's Supplemental General Conditions to CCDC 2-2008.
- f) A City of Coquitlam or Tri Cities Intermunicipal Business License

These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with the City for Services.

- g) A **CONSENT OF SURETY IS TO BE SUBMITTED WITH THIS PROPOSAL** confirming agreement to Bond and to verify the Proponent will provide, at time of award:
 - i. A PERFORMANCE BOND IN THE AMOUNT OF 50% OF THE CONTRACT PRICE;
 - ii. A LABOUR & MATERIALS PAYMENT BOND IN THE AMOUNT OF 50% OF THE CONTRACT PRICE.

Item (g) is a Mandatory Requirement and is to be submitted along with the Proposal submission.

1.11 Evaluation Criteria

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

Mandatory Criteria (Pass/Fail)

• Consent of Surety submitted with Proposal to confirm Proponent's ability to obtain bonding as required

Corporate Experience and Resources – 35 points

- 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
- Key Personnel & Sub-contractors
- References (on-time completion, performance, within budget, etc.)

<u> Technical – 35 points</u>

- Equipment and Resources
- Methodology, set-up and execution of the work
- Risk factors
- Quality Assurance and Quality Control program

- Site Safety
- Compliance to Specifications
- Schedule and Completion Date

Financial – 30 points

- Total Price,
- Price for Optional work
- Labour Rates and Equipment Rates
- Value Added Benefits
- Sustainable Benefits and Social Procurement

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

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 prices. However, no unit prices, rates or scores will be provided to any Proponents.

1.12 <u>Requested Departures</u>

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them. The City will evaluate those departures as per Evaluation Criteria.

1.13 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 project.

2 GENERAL CONDITIONS

2.1 Terms and Conditions

The City's <u>Standard Terms and Conditions - Purchase of Goods and Services</u>, as published on the City's website, the Conditions listed below, the Request for Proposals Documents, Appendices, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the CCDC 2 – 2008 Stipulated Price Contract Between Owner and Contractor, as amended by the City's Supplementary General Conditions to the CCDC 2 – 2008 and City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, Appendices, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the City, the totality of which will constitute the Contract.

In addition, the following terms and conditions will also apply to this Contract:

2.2 On-Site Hazards and Utilities Present

- a) The Contractor is to make themselves aware of any and all on-site hazards including but not limited to underground and overhead utilities in or near to the work area and to take every precaution necessary to eliminate any risk that may exist. If an on-site hazard exists that is causing or may cause injury to any person(s), the Respondent is to take immediate action to mitigate risk and damage, and then to notify the City's contact person.
- b) The locations of all such hazards are to be investigated and verified in the field by the Contractor.
- 2.3 <u>Warranty</u>

The Contractor shall guarantee to maintain the work and materials against any defects arising from adverse weather conditions, vandalism, faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by the City. Faulty or damaged materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the City on-site within 2 weeks of notification. This shall be at no cost to the City of Coquitlam.

2.4 <u>Site Control and Organization</u>

The Contractor shall at all times be responsible for maintaining safety zones around the worksite with safety barricades and signage to protect workers, City Staff and Public.

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.

2.5 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.

2.6 Environmental Protection

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies and Municipal Acts and Bylaws in respect to air, earth and water pollution.

2.7 Services, Utilities and Infrastructure

The Contractor is directed to make special enquiry of the authorities, companies, individuals owning or operating all, conduits, cables, tracks and other structures and services, and to determine their character and locations and verify the accuracy of the information obtained. The City of Coquitlam does not ensure the accuracy of such information and that any such information shown on Drawings is furnished as the best available, and is to be interpreted as the qualified Contractor deems appropriate. The City disclaims all responsibility for its accuracy or sufficiency.

2.8 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 Work shall be performed by skilled, qualified, and experienced trades personnel. 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 (including standards for traffic control and work zone setup on roadways)
- d) Transport Canada (Transport of Dangerous Goods)
- e) Workplace Hazardous Material Information System (WHMIS)

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.

2.9 Hours of Work

The Contractor shall carry out the work during regular business hours, and in compliance with the City's Noise Bylaw. Permits will be required for work outside of normal working hours. The Contractor shall be responsible for obtaining any such permits.

2.10 Payments – Invoicing

The Contractor will submit invoices for the Services that have been provided to the City.

Payment will be made to the Contractor for Services upon receipt, acceptance and approval by the Consultant and the City.

Contractor is to follow the following invoice submission process:

a) Contractor is required to forward to the Consultant and City's Project Manager a draft copy of the monthly invoice & Schedule of Values for review five (5) business days prior to formal submission to the City.

Once accepted, invoices must be sent in .pdf format sent to email: <u>apinvoices@coquitlam.ca</u> Attention: Accounts Payable, and must indicate the PO number, the project name, Consultant and the City's Project Manager. The Project Manager is to be copied on the email distribution.

- b) The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the Services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City in writing.
- c) Invoices shall show taxes separately.

2.11 COVID – 19 Safety

**********COVID - 19 Site Safety Requirements********

Contractor is responsible for following all COVID - 19 site safety requirements which are posted by WorkSafeBC and subject to change as the situation evolves:

https://www.worksafebc.com/en/about-us/covid-19-updates/covid-19-industryinformation/construction

http://www.bccassn.com/media/Guidance%20to%20Construction%20Sites%20Operating%20 During%20COVID19.pdf

Contractor COVID-19 Info Sheet

Contractors must post their Site Safety Covid-19 Specific requirements in plain view and visible to the public.

3 SCOPE OF SERVICES

The Contractor shall provide **Construction Services at Cottonwood Park – Phase 1B**. Property Worksite Location: West of Cottonwood Park near the intersection of Aspen Street and Adler Avenue, Coquitlam, BC.

3.1 Location

This project is situated on 1 lot, 560 Cottonwood, and adjacent to a lane ROW.

3.2 Scope of Work

The Scope of Work for the new neighborhood park includes but is not limited to:

- 1. Supply and installation of a new community park expansion, including the following major items:
 - a) Earthworks, including cut, fill, removals and import.
 - b) All required civil Infrastructure works and tie-ins.
 - c) Electrical and lighting works.
 - d) Sport court, Parkour and table tennis.
 - e) Softball diamond with integrated Sports Field.
 - f) Vehicular Loaded and Pedestrian grade walkways and stairs.
 - g) Planting of Trees, Shrubs, sod and seed.
 - h) Installation of an irrigation system.

Also Refer to:

<u>Appendix A – Project Specifications</u> <u>Appendix B – Drawings</u> <u>Appendix D – Geotechnical Reports</u>

- 2. Supply and installation of a new network of pathways within the park site, including some vehicle rated concrete and asphalt with connections to existing paths.
- 3. General earthworks, including clearing and grubbing, excavation, stripping and removals, disposal, and import of base materials and growing medium needed to complete rough grading and fine grading.
- 4. Survey, layout, site management and safety, as well as quality control testing and measures needed to demonstrate the park is constructed to meet the standards and layout of the design drawings and project documents and specifications. The Contractor to submit a detailed Quality Control Plan to the Consultant and City Project Manager.
- 5. Demonstration of correct service tie-ins and connection works, and well as utility work for the park, including the irrigation system, water service connection, and storm service connections and servicing. Meetings for commissioning and testing the irrigation system will be required.
- 6. Protection and clean tie-in of off-site works, including flush transitions to existing sidewalks and multi-use paths. Protection of off-site trees is installed and required to be maintained and protected through construction.

- 7. Erosion and sediment control works, including completion of ESC Phase One through Three Plans are required. Reviews from the Consultant for monitoring are to be priced by the Contractor. Work required by the Consultant or the City ESC Inspector for maintenance of the design, including but not limited to the top up of straw, riprap, and maintaining the required storm pond capacity, is considered incidental to the Work.
- 8. The Contractor will be responsible for coordinating City's Building Department reviews by the Plumbing Inspector, as per the Contract documents. A copy of the approved Plumbing Permit is to be maintained on site at all times.
- 9. Soft landscape works such as sod, shrub and tree plantings are included in the general scope. Installation works of soft landscape, including placement and preparation of growing medium and the irrigation system is to be in accordance with Canadian Landscape Standards and IIABC Standards respectively.
- 10. The Contractor is responsible for installing all duct work on-site and all remaining on-site electrical work.
- 11. Comprehensive close-out works including providing a survey of all site elements, including new trees, utility connections, paths, park elements, play elements, edges and perimeter spaces is to be provided. Along with the close-out document, the Contractor shall fill out the <u>Appendix E Asset Inventory Spreadsheet</u> which will be supplied by the Consultant at the time of awarding to the successful Proponent.
- 12. The plumbing and ESC permits will be supplied by the City at the time of award. All other permits including costs will be the responsibility of the Contractor.
- 13. The Contractor to provide a project construction schedule prior to the start of construction. The schedule must identify all the necessary start and completion dates of construction, construction activities, submittals process activities, material deliveries, and other milestones required to give a complete review of the project. The Contractor to submit an updated construction schedule with each Progress Claim.
- 14. Two weeks after award, the Contractor will submit a detailed Submittal Log Schedule for all the required deliverables as identified in the general conditions and technical specifications.
- 15. Contractor will be responsible for all testing including costs required as per the specifications and drawings. The contractor will be required to submit all test results to the consultant.
- 16. Provisions, Scheduling and Coordination:
 - a) The Contractor shall be responsible for obtaining/paying for all required licenses and permits including a Truck Route Exemption Permit, if required.
 - b) Contractor to ensure the roads at entry and exit points are kept clean during construction. Daily cleaning of access roadways; including sweep residual tracked sediment. Flushing of roadways will not be permitted.
 - c) Contractor will be responsible to supply & install all temporary services to the site during construction i.e. Water, Electrical, etc. Installation shall be coordinated and

approved by the City. All work shall meet the City of Coquitlam standards and requirements.

- d) Site progress meetings will be scheduled by the Consultant on a bi-weekly basis or as deemed necessary depending on the progress of the work. Meeting minutes will be documented and to be distributed by the Consultant on record not later than three working days from the date of the meeting.
- e) The Contractor to appoint a qualified and experienced Project Manager that will lead and act as the primary point of contact throughout the duration of the project execution until final completion. The Contractor will not substitute a Project Manager t without the written consent of the Consultant and City Project Manager.
- f) Along with the proposal submission, the Contractor is to submit the related credentials and qualifications of the Project Manager and the site Superintendent that summarize and confirm their professional experience.
- g) Prior to commencing the Work, the Contractor will designate a qualified and experienced Site Superintendent and to notify the Consultant and City Project Manager of the name and telephone number of the Superintendent. The Contractor will keep the Superintendent at the Work site during working hours until the Work has reached completion. The Contractor will not substitute a Superintendent without the written consent of the Consultant and City Project Manager.
- h) The Contractor shall provide a two (2) week "look ahead" construction schedule based upon the current monthly updated schedule as approved at the bi- weekly site progress meetings and that identifies the daily planned activities for that period. If, in the opinion of the Consultant and the City Project Manager, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contractor, without additional cost to the City. In this circumstance, the Consultant and the City may require the Contractor to provide a recovery plan, and to submit for approval any supplementary schedule or schedules in Gantt chart form, as the Consultant deems necessary to demonstrate how the approved rate of progress will be regained.

APPENDIX A

PROJECT SPECIFICATIONS

(attached as a separate file)

To be read in conjunction with Master Municipal Construction Document Volume II (2009, Platinum Edition, Vol. II) for Standard Specifications & Standard Detail Drawings referenced but not listed below.

Section 01 22 13	Sitework Payment
Section 01 33 01	Record of Drawings
Section 01 53 01	Temporary Facilities
Section 01 57 01	Environmental Protection
Section 02 41 19	Site Selective Demolition
Section 03 30 00	Cast-In-Place Concrete
Section 05 50 00	Metal Fabrications
Section 31 11 01	Clearing and Grubbing
Section 31 11 41	Shrub and Tree Preservation
Section 31 22 01	Site Grading - Softscape
Section 31 23 01	Excavation and Backfill
Section 32 11 23	Aggregate Base Courses
Section 32 12 16	Asphalt Paving – General
Section 32 12 17	Asphalt Paving – Sports Courts
Section 32 13 13	Concrete Paving
Section 32 13 73	Concrete Paving Joint Sealants
Section 32 18 23.27	Sand Based Natural Grass Sports Fields
Section 32 17 23.13	Painted Pavement Markings
Section 32 31 13	Chain Link Fencing and Gates
Section 32 33 00	Site Furnishings and Products
Section 32 84 23	Irrigation System
Section 32 91 21	Growing Medium
Section 32 92 19	Hydraulic Seeding
Section 32 92 23	Sodding
Section 32 93 01	Planting of Trees, Shrubs and Ground Covers
Section 33 46 16	Subsurface Drainage System

APPENDIX B

DRAWINGS

(Drawings are bound separately) (attached as a separate file)

DRAWINGS			
TITLE	SHEET NUMBER	REVISION NO.	REVISION DATE
Cover Page	COVER		
Civil Notes	CV-01		
Grading Plan	CV-02		
Servicing Plan	CV-03		
Catchment Plan	CV-04		
Civil Details	CD-01		
Civil Details	CD-02		
ESC Notes	ESC-01		
ESC Stage 1	ESC-02	9 – Issue for RFP	
ESC Stage 2	ESC-03		
ESC Stage 3	ESC-04		2021-01-05
ESC Details	ESC-05		
Survey Plan	L-01		
Overall Site Plan	L-02		
Enlarge Plans	L-03		
Enlarge Plans	L-03A		
Tree Planting Plan	L-04		
Planting Plan	L-05		
Fencing Plan	L-06		
Paving Plan	L-07		
Hardscape Details	LD-01		

DRAWINGS			
TITLE	SHEET NUMBER	REVISION NO.	REVISION DATE
Planting Details	LD-02		
Site Furniture Details	LD-03		
Sports Court Details	LD-04		
Field Fencing Details	LD-05A		
Field Fencing Details	LD-05B		
Details	LD-06		
Details	LD-07		
Parkour Details	LD-08		
Parkour Details	LD-09		
Parkour Details	LD-10		
Parkour Section	LD-11		
Parkour Section	LD-12		
Irrigation Plan	IRR-01		
Irrigation Coverage Plan	IRR-02		
Irrigation Notes & Phase 1A Mods.	IRR-03		
Irrigation Details	IRR-04		
Cover Sheet, Symbol Schedule & Drawing List	E-00		
Electrical Site Plan	E-01		
Electrical Details	E-02		
Electrical Specifications	E-03		

APPENDIX C

SUPPLEMENTARY GENERAL CONDITIONS

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

 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 25th 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 SUBSTANTITAL 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*;
 - 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 ARBITATION

- 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 two million (\$2,000,000) 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 SUPPLEMENTAL GENERAL CONDITIONS

APPENDIX D

GEOTECHNICAL REPORTS

(attached as a separate file)

APPENDIX E

ASSET INVENTORY SPREADSHEET

(attached as a separate file)



City of Coquitlam

REQUEST FOR PROPOSALS RFP No. 21-008 Cottonwood Park - Phase 1B Construction

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

Friday, February 26, 2021

(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: <u>gfile.coquitlam.ca/bid</u>

- 1. In the "Subject Field" enter: RFP Number and Name
- 2. Consolidate files into 1 .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: <u>bid@coquitlam.ca</u>)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

PROPOSAL SUBMISSION FORM

Complete and return this section and attach Consent of Surety

Submitted By:

(Company Name)

1. <u>PRICE</u>

1.1. Schedule of Quantities and Prices – Cottonwood Park – Phase 1B Construction

All service provided is to be in accordance with all governing regulatory authorities within the City of Coquitlam. Unit price and lump sum prices are to be held firm to completion of the work.

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):

ITEM	SCOPE OF WORK	QTY	UNIT	AMOUNT
1	Mobilization	1	LS	\$
2	Demobilization	1	LS	\$
3	Demolition and Disposal	1	LS	\$
4	ESC Works as per drawings, specifications and City bylaws throughout the entire construction process.	1	LS	\$
5	Common excavation to achieve design grade depth of compacted native material, including off-site disposal. See Geotechnical report. This number assumesm ³ of excavation and off- site disposal.	1	LS	\$
6	Supply and install of structural fill for rough grading of sub-base to achieve subbase grades. See Geotechnical report. This number assumes m ³ of structural fill.		LS	\$
7	Supply and install of sand field base including placement, fine grading and compaction.	1	LS	\$
8	Supply and install of base materials for all walkways, and hardscape areas, including preparation and compaction.	1	LS	\$
9	Supply and install of growing medium for lawn spaces, planting beds and trees trenches including placement, fine grading, and compaction.	1	LS	\$
10	Concrete Paving as per detail 1+ 2/LD-01, and 6/LD- 02 where applicable.	1	LS	\$
12	Concrete staircase and associated handrails as per detail 6 + 7/LD-01.	1	LS	\$
13	Asphalt (Pedestrian Rated) as per detail 3/LD-01	1	LS	\$
14	Asphalt (Vehicle Rated) as per detail 4/LD-01	1	LS	\$

15	All Parkour concrete features and site walls	1	LS	\$
	including walls along edge of multi-purpose sport			
	court, edge of activity area and soccer field.			
16	All Parkour metal works.	1	LS	\$
17	Water and storm servicing including water fountain and associated soak away pit (all works complete)	1	LS	\$
18	Soccer/Softball field Fencing – Sport court including hockey nets, soccer and softball fencing, including dugouts.	1	LS	\$
19	Multi-Purpose Sports court including supply and install hoops install and Fencing (including hockey nets) and all ground coatings on multi-purpose sport court, activity zone and hopscotch on main path.	1	LS	\$
20	Site furnishings including supply and install of all tables, benches, receptacles, bike racks, bollards, ping pong tables, basketball hoops and softball related seating.	1	LS	\$
21	Irrigation system, including POC work affiliated with water service connection	1	LS	\$
22	Supply and install of trees, shrubs, sod and hydro- seed, complete with 100% establishment	1	LS	\$
23	Site electrical including all wiring, conduit, servicing, controllers, and kiosks, light posts and lighting fixtures. (all works complete)	1	LS	\$
24	Close out documentation including as-built drawings, survey (CAD)	1	LS	\$ -
25	Labour and Materials Payment Bond	1	LS	\$
26	Performance Bond	1	LS	\$
OTHERS	Not Listed Above:			
27		1	LS	\$
28		1	LS	\$
TOTAL F	PRICE (exclude GST)	<u> </u>	<u> </u>	\$

LS=Lump Sum

1.2. Optional Prices

The following is a list of Optional Prices and forms part of this Contract, upon the acceptance of any or all of the Optional Prices. The Optional Prices are a deduction from or addition to the Total Proposal Price and do not include GST. **DO NOT** state a revised Total Proposal Price.

Line Item	Description of Optional Price Items	Addition (exclude GST)
1.0	Optional concrete paving design. Detail 1/LD-07.	
	Softball diamond/Soccer Field to be upgraded from hydroseed to	
2.0	sod.	

1.3. Unit Prices

The unit price is to include labour and machine time. For all storm, sanitary, and supply piping unit pricing to include trenching and backfilling as per specification.

Line	Item	Uni	Add	Delete
Item		t		
1	Excavation and disposal of unused	M3	\$	\$
	cut materials (cubic meter)			
2	Supply and install of structural fill	M3	\$	\$
3	Supply and install base course	M3	\$	\$
	material - 19mm minus Aggregate			
4	Supply and install field sand base	M3		
5	Supply and install 150mm diameter pvc sdr 35	LM	\$	\$
6	Supply and install 200mm diameter pvc sdr 35	LM	\$	\$
7	Supply and install 375mm diameter pvc sdr 35	LM	\$	\$
8	Supply and install 50mm diameter type K annealed	LM	\$	\$
	copper service			
9	Supply and install 50mm gate valve	PER	\$	\$
10	Supply and install 19mm diameter pvc sch 80	LM	\$	\$
11	Supply and install 600mm diameter lawn basin as per mmcd	PER	\$	\$
12	Supply and install 1050mm diameter manhole as per mmcd	PER	\$	\$
13	Supply and install 100mm diameter perf pvc			
14	Supply and install 100mm diameter buried cleanout	PER	\$	\$
15	Supply and install 100mm diameter midblock cleanout	PER	\$	\$
16	Supply and install irrigation lateral line CPVC Sch 40	LM	\$	\$
17	Supply and install irrigation mainline PVC Sch 40	LM	\$	\$
18	Supply and install Concrete Paving	M2	\$	\$
	as per detail 1+ 2/LD-01			

19	Supply and install Asphalt (Pedestrian Rated) as per detail 3/LD-01	M2	\$ \$
20	Supply and install Asphalt (Vehicle Rated) as per detail 4/LD-01	M2	\$ \$
21	Supply and install Park bench (as per detail 1/LD-03)	PER	\$ \$
22	Supply and install Park bench (long bench) (as per page LD-07)	PER	\$ \$
23	Supply and install Picnic table and benches (as per page LD-07)	PER	\$ \$
24	Supply and install 450 lawn basin as per mmcd	PER	\$ \$
25	Supply and install sod	M2	\$ \$
26	Supply and install of tree	PER	\$ \$
27	Supply and install of root barrier	LM	\$ \$
28	Supply and install of sport court coating	M2	\$ \$
29	Supply and install of 1.2m high fence as per detail 7/LD- 06	LM	\$ \$
30	Supply and install of concrete seat wall as per detail 5/LD-03	LM	\$ \$

2. ADDITIONAL LABOUR RATES

The following are rates for qualified trades personnel that would be used for valuing additional work and services beyond the scope of this RFP on an "as needed and when requested" basis.

These rates are all inclusive without limitation, including all labour, wages, taxes and assessments, benefits payable in accordance with applicable laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of above, small tools are considered to be any tool worth \$2,000 or less in new value. All other tools should be listed as equipment in the table under item 3 below.

	ADDITIONAL LABOUR RATES							
	Labour Rates	Straight Time Per Hour (exclude GST)	Overtime Per Hour (exclude GST)					
1.	Project Manager	\$	\$					
2.	Site Superintendent	\$	\$					
1.	Carpenter	\$	\$					
2.	Concrete Finisher	\$	\$					
3.	Landscaper	\$	\$					

4.	Plumber	\$ \$
5.	Electrician	\$ \$
6.	Labourer/Helper	\$ \$
7.	Welder	\$ \$
8.	Other not listed above (specify)	\$ \$

3. ADDITIONAL EQUIPMENT RATES

The rates provided below are all inclusive and include without limitation, operator, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

	Equipment	Rate Per Hour (exclude GST)
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

4. CONSENT OF SURETY

ATTACH THE CONSENT OF SURETY AND SUBMIT WITH PROPOSAL SUBMISSION FORM

A copy of the original Consent of Surety MUST be submitted with the Proposal submission; that guarantees the City will be provided with a Performance Bond and Labour and Material Payment Bond each in the amount of 50% of the Total Proposal Price.

The original document is to be provided upon request by the City.

5. <u>REQUESTED DEPARTURES – CONTRACT</u>

The Proponent has reviewed the City's Contract and the <u>Standard Terms and Conditions - Purchase</u> of <u>Goods and Services</u>. I/We would be prepared to enter into that Contract, amended by the following departures (list, if any):

6. 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:

7. SUSTAINABLE PRACTISES AND SOCIAL RESPONSIBILITY

a) <u>Sustainable Benefits</u>

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:

b) <u>Social Responsibility</u>

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

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

8. <u>CONFLICT OF INTEREST DECLARATION</u>

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:

9. CORPORATE PROFILE

Proponent is to state how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.)

10. EXPERIENCE, CAPABILITIES AND CAPACITY

- a) Proponent is to provide a narrative as to their experience and capabilities in delivering goods and Services similar to those requested in this RFP:
- b) Proponent is to provide a narrative as to their capacity to take on this Contract with respect to manpower and other contracts that may affect their ability in delivering the goods and Services:

11. KEY PERSONNEL & QUALIFICATIONS

The following are the Proponent's senior staff proposed for this project including the specific identification of the project superintendent. The Contractor is to have a dedicated experienced **project superintendent full time onsite.**

Item	Name	Position	Years with company/ Years total experience	Qualifications
1.				
2.				
3.				
4.				
5.				

12. SUBCONTRACTORS

The following Sub-Contractors will be utilized in provision of the services and will comply with all the terms and conditions of this RFP and resulting Contract.

Sub-Contractor	Services Performed	Background and Experience

13. WORK SCHEDULE

The Proponent states that they are available and ready to start this work and confirms the work shall be completed on or before **November 30, 2021.** This date will be an important consideration in the evaluation.

PRELIMINARY CONSTRUCTION SCHEDULE

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS BUT NOT LIMITED TO. CONTRACTOR TO ADD ACTIVITIES WITH DURATIONS AS REQUIRED.

PRELIMINARY CONSTRUCTION SCHEDULE						021				
CONSTRUCTION ACTIVITY	MAR	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC
CONTRACT AWARD										
MOBILIZATION										
DEMOLITION & REMOVAL										
ESC WORKS										
EARTHWORKS REMOVAL										
EARTHWORKS BACKFILL & GRADING										
STORM AND DRAINAGE										
WATER SERVICE AND DISTRIBUTION										
ON-SITE ELECTRICAL INSTALLATION										
ASPAHLT & CONCRETE FLATWORK										
SITE FURNISHINGS										
LANDSCAPING										
DEMOBILIZATION										
COMMISSIONUNG & CLOSEOUT										
SPORTSFIELD & FENCING										
MULTI PURPOSE SPORTS COURT										
ACTIVITY ZONE										
IRRIGATION										
OTHERS NOT INCLUDED ABOVE										

Prior to the start of construction, the Contractor will be required to provide a detailed **CONSTRUCTION SCHEDULE** 'Gantt Chart' Schedule in a MS Project format. Subsequently, the Contractor is to provide an updated construction schedule with each progress claim.

Commence Construction Onsite	March 31, 2021 or earlier
Grass Seeded by	September 15, 2021 or earlier
Substantial Completion Date	November 30, 2021 or earlier
Total Completion Date	December 31, 2021 or earlier

Proposed Disposal Site: _____

14. COMPLETION DATE

The Proponent states that they are available and ready to start this work and confirms the work shall be completed on or before **November 30, 2021**. This date will be an important consideration in the evaluation.

Yes \Box NO \Box

If Proponent has stated NO, please state date and explanation as to proposed completion date:

15. EQUIPMENT AND VEHICLES

Equipment, vehicles and power tools used at the work site must be clearly identified. Please list Proponent's vehicles and equipment which is owned or leased and would be used in providing the services. Demonstration of the equipment, vehicles and tools offered may be required and must comply in all respects with all applicable standards, requirements and governing regulations of CSA and the BC Motor Vehicle Act.

Equipment and Vehicles		
Equipment (including power tools to be used)	Make / Model	Year

16. METHODOLOGY

Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work.

Delivery, set-up and execution of the work - Proposals should address the plan for the delivery, set up and execution of the work; as well as the disposal, recycle or reuse for the surplus materials.

Quality Assurance - Provide the measures the Project Superintendent will use to maintain quality control at the worksite to completion of the project.

Risk Factors - Describe the risk factors anticipated and how the Proponent intends to mitigate these.

Safety – Proposal is to provide how the Proponent will address safety on the work site.

Delivery, set-up and execution

Quality Assurance	
Dials Factors	
Risk Factors	
Safety	

17. HEALTH AND SAFETY PROGRAM

a) Confirm the Proponent has a written safety program in place that meets the requirements of WorkSafeBC?

YES 🗆 🛛 NO 🗆

- b) Is your company COR (Certificate of Recognition) certified with respect to WorkSafeBC?
 YES □ NO □
- c) Proponent is to state how they would address site safety requirements on this project with respect to COVID-19:

18. 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.

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Year Started	
Year Started Year Completed	
Year Completed Description of Contract or	
Year Completed Description of Contract or Project	
Year Completed Description of Contract or Project Company	

19. 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

20. 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.

We agree to the rules of participation outlined in the <u>Instructions to Proponents</u> and should our Proposal be selected, will accept the City's Contract: <u>Standard Terms and Conditions - Purchase of</u> <u>Goods and Services</u>

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 submission, electronic signatures will be accepted.

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