

City of Coquitlam

Request for Proposals

RFP No. 21-083

## Poirier Sport & Leisure Complex Refrigeration Upgrades

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**Appendix A – Polar Engineering IFT Mechanical Specifications**

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**Appendix D - City of Coquitlam's Supplementary General Conditions to CCDC 2 - 2008**

**[Proposal Submission Form](#)**

**SUMMARY OF KEY INFORMATION**

<b>RFP Reference</b>	<b>RFP No. 21-083</b> <b>Poirier Sport &amp; Leisure Complex Refrigeration Upgrades</b>
<b>Overview of the Opportunity</b>	The purpose of this RFP is to invite Proposals from professional, qualified, experienced companies <b>for Poirier Sport &amp; Leisure Complex Refrigeration Upgrades.</b>
<b>Closing Date and Time</b>	<b>2:00 pm local time</b> <b>Tuesday, January 11, 2022</b>
<b>Instructions for Proposal Submission</b>	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>  <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> Phone 604-927-3037 should assistance be required. The City reserves the right to accept Proposals received after the Closing Date and Time.
<b>Obtaining RFP Documents</b>	RFP Documents are available for download from the City of Coquitlam's website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a> Printing of RFP documents is the sole responsibility of the Proponents.
<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 3 business days before the Closing Date sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a>  <b>Please note that the Purchasing department at City Hall is closed at noon on December 24, 2021 to January 4, 2022. Queries will not be reviewed until January 4, 2022 however, City service operations will continue.</b>
<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="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</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>	The City's <a href="#">Standard Terms and Conditions - Purchase of Goods and Services</a> , the City's General Conditions, and the City of Coquitlam's Supplementary General Conditions to the CCDC2-2008 Stipulated Price Contract will apply to the Contract awarded as a result of this RFP.

## DEFINITIONS

**“Agreement” “Contract”** means the contract for services or 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, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

**“Contractor”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described 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.

**“City” “Owner”** means City of Coquitlam;

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

**“Project Manager”** means the City staff member appointed to coordinate the work;

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

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

**“PSLC”** means Poirier Sport & Leisure Complex;

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

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

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

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

## 1 INSTRUCTIONS TO PROPONENTS

### 1.1 Purpose

The City of Coquitlam requests Proposals from professional, qualified, experienced companies for **Poirier Sport & Leisure Complex Refrigeration Upgrades**. Refer to **Section 3, Scope of Services** for further details.

### 1.2 Proposal Submission

Proponents should complete and submit the information requested in this RFP document on the Proposal Submission Form or in a format that has been approved and is acceptable to the City.

### 1.3 Site Visit

**A non-mandatory site visit is scheduled for:**

NON-MANDATORY SITE VISIT	
<b>PROCESS</b>	Due to COVID 19 the City will be following mandatory Provincial Health Guidelines for carrying out the site visit(s).
<b>DATES:</b>	<b>Friday, December 17, 2021.</b>
<b>LOCATION:</b>	Poirier Sports & Leisure Complex 633 Poirier Street Coquitlam, BC **Proponents are to meet onsite **
<b>TIMES:</b>	2:00 pm
<b>RSVP &amp; ATTENDANCE:</b>	<b>Limit of 2 (two) representatives per prospective Proponent.</b> Proponents are to email <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a> by <b>Friday, December 17, 2021</b> before <b>11:00 am</b> to express interest in attending.

No questions will be answered during the non-mandatory site visits; questions are to be submitted to [bid@coquitlam.ca](mailto:bid@coquitlam.ca) and an addendum will be issued to answer all questions and ensure consistency between meetings.

Masks will be mandatory and Proponents are to supply their own.

### 1.4 Project Timelines

The successful Proponent will commence work approximately **June 13, 2022**. and be substantially complete on or before **August 23, 2022**.

Final acceptance is to be completed by **September 16, 2022**.

The facility has approved a one-month refrigeration plant shutdown beginning June 13<sup>th</sup> and ending July 13<sup>th</sup> 2022. During this time all equipment, piping, and valves which are required for refrigeration plan operation are to be upgraded. Following this shutdown, ice is to be reinstated in Arena 3 immediately. Please review item #5 on Page 7 of Appendix A for further required by dates.

### 1.5 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.

- a) 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.
- b) 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.
- c) Prior to bidding, 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.
- d) 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:

- i. Request for Proposals Documents
- ii. Proposal Submission Form
- iii. Appendix A – Polar Engineering IFT Mechanical Specifications
- iv. Appendix B – Polar Engineering P&ID
- v. Appendix C – OM Engineering IFT Electrical Drawings
- vi. Appendix D - City of Coquitlam's Supplementary General Conditions to CCDC 2 - 2008
- vii. Addenda as issued

- e) Figure dimensions of a drawing 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.
- f) 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.
- g) 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.
- h) Complete sub-contracting of works will not be approved; however, segments of work involving special skills may be sub-contracted.
- i) 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.
- j) The Proponent must carefully examine the Proposal Documents and worksite(s). The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquitlam.
- k) There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.
- l) 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 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 Requested Departures

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.

#### 1.8 Evaluation Criteria

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
<a href="#"><u>Corporate Experience, Reputation, Capacity and Resources</u></a>	35
<a href="#"><u>Technical</u></a>	40
<a href="#"><u>Financial and Value Added</u></a>	25
Total	100

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

##### **Corporate Experience, Reputation, Capacity and Resources**

- Proponent's qualifications, experience, and demonstrated performance providing services of similar size, scope and complexity
- Understanding of City's Requirements and Objectives
- Established local business presence
- References
- Sub-contractors
- Key personnel proposed including qualifications, experience, education and certifications
- Suppliers
- Health and Safety Program

##### **Technical**

- Methodology, set-up and execution of the work
- Test and Acceptance Plan
- Lead-time



- Warranty
- Schedule and Completion Date
- Risk factors
- Quality Assurance and Safety
- Training
- Testing

**Financial and Value Added**

- Total Price
- Value Added / Sustainable benefits

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

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

- References may be contacted
- 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 award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

**1.9 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 Standard Insurance Form](#)
- b) [Prime Contractor Designation Form](#) and be responsible for all the work at the site in accordance with WCB regulations
- c) Be registered and provide WorkSafeBC clearance

- d) Accept the City's standard Terms and Conditions posted on the City's website: [Standard Terms and Conditions - Purchase of Goods and Services](#)
- e) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)
- f) Enter into a Contract with the City using the CCDC 2-2008 document.

#### 1.10 Specifications and Alternatives

Wherever the Specifications state a brand name, make, name of manufacturer, trade name, or Supplier catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Proponent's responsibility to provide information in its Proposal that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, describe what is considered necessary to meet the performance requirements of the City and Proponents should consider this in its Proposal. If the Proponent cannot meet Specifications, the Proponent may identify and offer an alternative which it believes to be an equal or better alternative.

Special consideration may be given to accessibility of the various units which require periodic maintenance and ease of operation.

Proponents shall clearly indicate any variances from the City's Specifications or conditions and attach descriptive literature.

Proponents may also propose alternative equipment which meets the majority of the specifications if it is immediately available for delivery. The City will review proposed alternative equipment for suitability in order to take delivery sooner; however, the City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

Proponents are to provide environmentally efficient equipment and services wherever possible. If there are known alternatives or substitutions for such materials that would mitigate the effects of any adverse conditions on the environment, the Proponent agrees to advise the City of such alternatives or substitutions.

#### 1.11 Examination of Proposal Documents and Worksite

The Proponent must carefully examine the Proposal Documents and worksite. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document, Site Visit 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.

## **2 GENERAL CONDITIONS OF CONTRACT**

### **2.1 Terms and Conditions of Contract**

The City's [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City's website, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

### **PROJECT SPECIFIC TERMS AND CONDITIONS**

### **2.2 Qualified Personnel**

All Work shall be performed by skilled persons in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. The Contractor and persons hired by it to perform the Work shall be licensed and comply with all laws applicable to the provision of the Work in the Province of British Columbia. 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.

### **2.3 On-Site Hazards**

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.

The locations of all such hazards are to be investigated and verified in the field by the Contractor.

### **2.4 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.

### **2.5 Damage and Defects**

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees.

The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of

the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

#### 2.6 One Year Guarantee

The Contractor shall guarantee to maintain the Work and materials against any defects arising from 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.

#### 2.7 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.

#### 2.8 Permits Regulations

The Contractor is to obtain permits, pay all fees therefore and comply with all Provincial, Municipal and other legal regulations and by-laws applicable to the work. If no local regulations, comply with the National Building Codes of Canada, latest revision. Workers Compensation Act and Workplace Hazardous Material Information System ("W.H.M.I.S.") requirements and regulations are to be strictly adhered to.

#### 2.9 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 workmanship and materials will be subject at any time to the inspection and approval of the City.

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.

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:

#### 2.10 Frequency of Invoicing

Contractor to Invoice on a monthly basis for work that has been completed up to date of invoice and not previously invoiced and paid.

### 3 SCOPE OF SERVICES

#### 3.1 Scope

The City requires a qualified, experienced companies to provide labour, equipment, materials, fuel, transportation, overhead and all that is required for **Poirier Sport & Leisure Complex Refrigeration Upgrades** (the “Work”) as stated in this RFP and appendices.

#### 3.2 Schedule

The Contractor to provide a project 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 project schedule with each Progress Claim.

a) Provisions, Scheduling and Coordination:

- I. Contractor will be responsible to control construction dust and noxious odors with adequate ventilation
- II. Site progress meetings will be scheduled by the City Project Manager on a weekly basis or as deemed necessary depending on the progress of the Work. Meeting minutes will be documented and distributed by the Contractor on record not later than three working days from the date of the meeting.
- III. 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 without the written consent of the Consultant and City Project Manager.
- IV. 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.

The Contractor to provide a two (2) week “look ahead” project schedule based upon the current monthly updated schedule as approved at the weekly site progress meetings and that identifies the daily planned activities for that period. If, in the opinion of 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 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 City deems necessary to demonstrate how the approved rate of progress will be regained.

#### 3.3 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. The City does not guarantee exemptions will be granted. No shift premiums will be paid for weekend Work.

### 3.4 Delivery, Storage, and Handling

All materials and equipment to be new. Deliver and store materials in original, unopened packaging. Assume all packing, transportation, and insurance costs.

All packaging material must be removed from site at the Contractors expense.

Store materials in a safe and secure location, and protect against damage. City is not responsible for loss, damage or theft of material or equipment.

### 3.5 Clean Up

At the end of each day and at the conclusion of Work, the Contractor to promptly remove any of his/her equipment or materials and leave the site(s) in a clean and cleared condition.

### 3.6 Site Control and Organization

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.

The Prime Contractor will be responsible for developing a safety plan and for on boarding all trades, City and Consulting personnel entering the site with Site Safety Orientation, and protocols in accordance with WorkSafeBC Guidelines.

The Contractor shall at all times keep the site secure, safe, clean and orderly as the Work allows.

\*\*\*\*\*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/covid-19/industry-specific-information/construction>

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

### 3.7 Regulatory and Compliance Requirements

Contractor is to comply with the latest British Columbia Building Code, and Canadian Electrical Code, including all provincial and other amendments, and local by-laws. When multiple codes and/or regulations apply, follow the most stringent provision:

- CSA B52 Refrigeration Mechanical Code
- Canadian Standards Association (CSA)
- Canadian Electrical Code (CE)
- Worker's Compensation Act;

### 3.8 Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or loss in providing the Services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner whatsoever by the Contractor or its employees.

The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

### 3.9 Work Hazards

- a) It is the responsibility of the Contractor to address all work hazards that could be reasonably expected on any job site(s) and to develop both training and written policy and procedures, where necessary, for the protection of the workers and the general public.
- b) It is the responsibility of the Contractor to monitor compliance and where necessary correct and/or discipline workers.

### 3.10 Documentation

Upon completion of installation and systems commissioning, the Contractor shall submit record documents for review. "As-Built" project record documents, including:

- a. Project Record Application Engineering Drawings shall include all BAS System
- b. Engineering Design Submittal with Drawings updated to reflect actual field conditions, architecture and execution

Operating & Maintenance (O&M) Manual, including:

- a. Operator's Manual with Manufacturers' complete operating instructions.

Programming Manual, including:

- a. All necessary system Administrator-Level passwords and/or required access credentials
- b. Complete Final Point Schedule

Final Bill of Material with all installed parts, manufacturers, manufacturers' part numbers and ordering information

Complete system database as functional at the conclusion of systems commissioning and functional testing including all graphics and images used by and/or created for BAS on electronic format as accepted by the City.

### 3.11 Calibration And Commissioning, Demonstration And Acceptance

The Contractor shall fully commission the entire system. All commissioning shall be fully documented and all documentation shall be submitted prior to Demonstration and Acceptance

testing. Commissioning shall include a “point-to-point” check-out of the following at a minimum:

- a. Verify that all Temperature Control Panels etc etc
- b. Test, calibrate and bring on-line every control device
- c. Calibrate all inputs
- d. Verify all outputs from B-OWS command to observed response of controlled device.
- e. Each control program shall be fully commissioned and tested for complete design intent compliance and functionality.
- f. Verify overall network performance of system for complete design intent compliance and functionality with all devices on-line.
- g. As per appendices specifications

### 3.12 Training

The Contractor shall provide instruction on the adjustment, operation of the system as installed including all hardware and software provided. All training equipment and material shall be provided by the Contractor.

Training shall be scheduled within seven (7) days of Acceptance and shall consist of, at minimum, a 1 or 2-day operational training program for up to 4 operators at the discretion of the City. The training shall be provided during the City’s regular working hours.



**APPENDIX D**

**CITY OF COQUITLAM**

**SUPPLEMENTARY GENERAL CONDITIONS**

**TO 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 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**





## REQUEST FOR PROPOSALS

RFP No. 21-083

### Poirier Sport & Leisure Complex Refrigeration Upgrades

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

Tuesday, January 11, 2022

(Closing Date and Time)

#### **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, 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. Add files in .pdf format and "Send"**

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

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

<b>Legal Name of Proponent</b>	
<b>Contact Person and Title</b>	
<b>Business Address</b>	
<b>Telephone</b>	
<b>Email Address</b>	

## 1. DEPARTURES AND AWARD

**a) CONTRACT** - I/We have reviewed the City's [Standard Terms and Conditions - Purchase of Goods and Services](#) and would be prepared to enter into in an agreement that incorporates the City's Stand Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

**b) SERVICES** - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

**c) AWARD** - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

i. <b>WCB</b> - WorkSafe BC coverage in goodstanding and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:
ii. <b>Prime Contractor</b> - Acceptance of Prime Contractor Designation for the Services: <a href="#">Prime Contractor Designation Form</a>	Qualified Coordinator: Contact Number:
iii. <b>Insurance</b> – Provide Insurance coverage as per the <a href="#">City's Standard Insurance Form</a>	
iv. <b>Vendor Info</b> - Complete and return the City's <a href="#">Vendor Profile and Electronic Funds Transfer Application (PDF)</a>	
v. <b>Business License</b> - A City of Coquitlam or Tri Cities Intermunicipal <a href="#">Business License</a>	
vi. <b>Contract</b> – Acceptance of the City's Terms and Conditions: <a href="#">Standard Terms and Conditions - Purchase of Goods and Services</a>	
vii. <b>Contract</b> – Acceptance of the City Contract using the CCDC 2-2008 document and the City's Supplementary Conditions to CCDC 2 - 2008	

**As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):**

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2.

## CORPORATE

<b>a) CAPABILITIES, CAPACITY AND RESOURCES</b> - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):	
i.	Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):
ii.	Provide a detailed narrative as to the Proponent's understanding of the project requirements and objectives:
iii.	Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP :
iv.	Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:
<b>b) REFERENCES</b> – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):	
<b>Reference No. 1</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	

<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

<b>Reference No. 2</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	
<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

<b>Reference No. 3</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	
<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

**c) SUB-CONTRACTORS** - The following Sub-contractors will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subcontractors without the City's written approval:

Sub-Contractor No. 1	
<b>Legal Name</b>	
<b>Trade/Services Performed</b>	
<b>Background and Experience</b>	
<b>Contact Information</b>	Name:
	Phone Number:
	Email Address:

Sub-Contractor No. 2	
<b>Legal Name</b>	
<b>Trade/Services Performed</b>	
<b>Background and Experience</b>	
<b>Contact Information</b>	Name:
	Phone Number:
	Email Address:

Sub-Contractor No. 3	
<b>Legal Name</b>	
<b>Trade/Services Performed</b>	
<b>Background and Experience</b>	
<b>Contact Information</b>	Name:
	Phone Number:
	Email Address:

**d) KEY PERSONNEL** – Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City's written approval.

LINE ITEM	NAME	TITLE/POSITION	EXPERIENCE AND QUALIFICATIONS	YEARS WITH YOUR ORGANIZATION
i.				
ii.				
iii.				

iv.				
v.				
(use the spaces provided and/or attach additional pages, if necessary)				

**e) SUPPLIERS**

The Proponent proposes to supply the various products for the Work from the following suppliers:

LINE ITEM	PRODUCT	MANUFACTURER	SUPPLIER
vi.			
vii.			
viii.			
ix.			
x.			
(use the spaces provided and/or attach additional pages, if necessary)			

**f) HEALTH AND SAFETY**

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

☐ Yes

☐ No

II. Is your company COR (Certificate of Recognition) certified with respect to WorkSafeBC?

☐ Yes

☐ No

III. Proponent is to state how they would address site safety requirements on this project with respect to COVID-19:

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**g) MANUFACTURE AUTHORIZATION**

Provide as an attachment a letter from manufacturer that you are an authorized dealer for them:

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### 3. TECHNICAL

<b>a) APPROACH and METHODOLOGY</b> 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.
<b>I. Delivery, Set-Up and Execution</b> - 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. Include any safety and pedestrian control measures.
<b>II. Quality Assurance</b> - Provide the measures the Proponent will use to maintain quality control for the Services being performed.
<b>III. Risk Factors</b> - Describe the risk factors anticipated and how the Proponent intends to mitigate these.
<b>IV. Safety</b> - Proponent is to state how they will address safety on the work site.
<b>V. Disposal and Recycling</b> - Provide details on all disposal location and recycling location.

**b) State lead time for List items:**

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**c) WARRANTY - State standard warranty:**

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**d) Training**

**i. Describe types of training that will be provided by Proponent's professional Technicians:**

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**ii. Operators – State duration of training, number of attendees and number of on-site workshops at each location:**

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**iii. State Training Material used/provided**

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**e) Manuals (online/web based/DVD/paper manuals) included:**

- i. Parts manual**
- ii. Service manual**
- iii. Operator's manuals**
- iv. Wiring schematics including all installed systems and equipment:**

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**h) Completion Date**

- I.** The Proponent states that they are available and ready to start this work and confirms the work shall be completed on or before **September 16, 2022**. This date will be an important consideration in the evaluation.

☐ **Yes**

☐ **No**

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

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**f) SITE ACCEPTANCE TEST (SAT)**

Attached how you will perform the SAT and final sign off.

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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**g) TEST AND ACCEPTANCE PROCEDURES - Attached how you will perform the test and acceptance.**

<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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#### 4. FINANCIAL

<b>a) PRICE</b> - 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	Unit of Measure	PRICE (exclude GST)
i.	Refrigeration Plant Upgrades – Main Upgrades		\$
ii.	Other not Listed:		\$
iii.	Other not Listed:		\$
iv.	<b>Total</b>		\$

<b>b) OPTIONAL ITEMS – PRICE</b> - 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 by the City.			
ITEM	SCOPE OF WORK	Unit of Measure	PRICE (exclude GST)
i.	Refrigeration Plant Upgrades – Surge Drum Modifications		\$

<b>c) VALUE ADD</b> 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

<b>d) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY</b>
i. 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
ii. What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:
iii. What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

**Attention Purchasing Manager:**

5. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City's website [www.coquitlam.ca/Bid-Opportunities](http://www.coquitlam.ca/Bid-Opportunities), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
6. **I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the City's [Standard Terms and Conditions - Consulting and Professional Services \(PDF\)](#) and will accept the City's Contract as defined within this RFP document.
7. **I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued

**This Proposal** is submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**I/We have the authority to sign on behalf of the Proponent and have duly read all documents.**

<b>Name of Proponent</b>	
<b>Signature(s) of Authorized Signatory(ies)</b>	1.
	2.
<b>Print Name(s) and Position(s) of Authorized Signatory(ies)</b>	1.
	2.