

City of Coquitlam

Request for Proposals

RFP No. 22-076

Construction Manager – Innovation Centre / Pinetree Annex

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[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 22-076 Construction Manager – Innovation Centre / Pinetree Annex
Overview of the Opportunity	The City requests Proposals from experienced qualified firms to provide construction services for the Construction Manager – Innovation Centre / Pinetree Annex
Closing Date and Time	2:00 pm local time Tuesday, September 06, 2022
Instructions for Proposal Submission	Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> In the "Subject Field" enter: RFP Number and Name Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.) Phone 604-927-3037 should assistance be required. The City reserves the right to accept Proposals received after the Closing Date and Time.
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam's website: https://www.coquitlam.ca/Bid-Opportunities 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: bid@coquitlam.ca
Addenda	Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.
Terms and Conditions of Contract	The City's Standard Terms and Conditions - Purchase of Goods and Services posted on the City's website, this RFP, along with: Pre-Construction Phase – a CCDC 5A-2010 Construction Management Contract – for Services between the Owner and the Construction Manager amended by the City's Supplementary General Conditions to CCDC 5A -2010; Construction Phase – a CCDC2 -2008 Stipulated Price Contract between Owner and Contractor, as amended by the City's Supplementary General Conditions to CCDC 2-2008; will apply to the Contract awarded for the respective Phase of the Services, as a result of this RFP.

DEFINITIONS

“City” “Owner” means City of Coquitlam;

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to provide professional and technical consulting services in relation to this RFP.

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

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

“Contractor” means the person(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.

“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;

“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;

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

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

1 INSTRUCTIONS TO PROPONENTS

1.1 Purpose

The City requests Proposals from qualified, experienced companies to **provide Construction Manager – Innovation Centre / Pinetree Annex** located at:

1207 Pinetree Way, Coquitlam, BC (the “Site”)

The Construction Manager will:

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

1.2 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 Non-Mandatory Site Visit

A non-mandatory site visit is scheduled for:

NON-MANDATORY SITE VISIT	
DATES:	Tuesday, August 23, 2022.
LOCATION:	1207 Pinetree Way, Coquitlam, BC **Proponents are to meet onsite **
TIME:	10:00 AM PST

1.4 Term of Agreement

The Term of the Agreement is upon execution of the CCDC -5A – 2010 Contract to completion of the Services.

1.5 Completion Dates

The City will review schedules and allow for exceptions to completion dates and be flexible due to COVID-19 supply chain issues.

1.6 Instructions to Proponents

Proponents are advised that the rules for participation that will apply to this RFP are located: [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. **Appendix A - City Of Coquitlam Supplementary General Conditions to CCDC – 5A - 2010**
 - iii. **Appendix B - City of Coquitlam Supplementary General Conditions to CCDC 2 – 2008**
 - iv. **Appendix C – Design Development Report**
 - v. **Appendix D – Drawings**
 - vi. **CCDC 5A – 2010 Canadian Standard Construction Management Contract Form Between Owner and Construction Manager**
 - vii. **CCDC 2 – 2008 – Canadian Standard Construction Management - Stipulated Price Contract**
 - viii. **Proposal Submission Form**
 - ix. **Addendums 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.
- 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.
- 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.

1.7 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.

1.8 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:

- <https://www.worksafebc.com/en/about-us/covid-19-updates/covid-19-industry-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.

1.9 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.

1.10 Evaluation Criteria

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

Proposal Evaluation Summary	Maximum Points to be Awarded
Corporate	25
Technical	25
Financial and Value Added	50
Total	100

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

Corporate Experience, Reputation, Capacity and Resources

- Key Personnel on project team, qualifications and experience
- Established business and demonstrated performance providing services of similar size, scope and complexity
- Successful completion of three (3) most relevant projects referenced within the last 5 years
- Health and Safety

Technical

- Methodology, set-up and execution of the work
- Quality Assurance and Safety
- Risk factors
- Site Safety
- Disposal and reuse
- Project Plan
- Compliance to budget
- Pre-construction and Design Assist
- Challenges, Risks and Opportunities
- Work Schedule

Financial and Value Added

- Fixed percentage fees
- Labour Rates
- 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.

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.

1.11 Eligibility

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

- a) Commercial General Liability (CGL) insurance \$5M coverage provided on the City's [Certificate of Insurance - Contractor Form](#)
- b) Be registered and provide WorkSafeBC clearance
- c) [Prime Contractor Designation Form](#) and be responsible for all the work at the site in accordance with WCB regulations
- d) Accept the City's standard Terms and Conditions posted on the City's website: [Standard-Terms-and-Conditions - Purchase-of-Goods-and-Services](#)
- e) Enter into a Contract with the City using a **CCDC – 5A - 2010** document, as amended by the City's Supplementary General Conditions attached as **Appendix A - City Of Coquitlam Supplementary General Conditions to CCDC – 5A - 2010** for the pre-construction services as stated within this RFP
- f) Enter into a Contract with the City using a **CCDC 2 – 2008 Stipulated Price Contract** document, as amended by the City's Supplementary General Conditions attached as **Appendix B - City of Coquitlam Supplementary General Conditions to CCDC 2 – 2008**
- g) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)

1.12 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 – Pre-Construction Phase

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

2.2 Terms and Conditions – Construction Phase

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

PROJECT SPECIFIC TERMS AND CONDITIONS

2.3 Prime Contractor

The Contractor shall be deemed to be the “Prime Contractor” as defined by WorkSafeBC and be absolutely responsible for having the site secured in accordance with WorkSafeBC regulations.

All work shall be performed in strict accordance with the Workers Compensation Act and WorkSafeBC Occupational Health and Safety Regulation, and in accordance with all other applicable policies, guidelines and standards from authorities having jurisdiction.

*****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-industry-information/construction>

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

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

2.4 Utilities and Services

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

2.5 Permits and 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.

2.6 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. 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.

2.7 Site Control and Organization

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.

2.8 Hours of Work

Unless otherwise specified 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.

2.9 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:

- 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

2.10 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.

2.11 Dangerous Materials

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

2.12 Site Meetings

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

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

2.13 Rectify Damages

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

Damage to landscape and infrastructure shall be reported promptly.

2.14 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.

2.15 Quality of Work

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

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

2.16 Underground Services, Utilities and other Structures and Services

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

2.17 Protection of the Public

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

2.18 Approval

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

2.19 Clean Up

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

2.20 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.

2.21 Progress Report

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

3 SCOPE OF SERVICES

3.1 General Requirements

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

This RFP is for the Construction Management Services required to construct the Construction Manager – Innovation Centre / Pinetree Annex project.

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

The Construction Manager will provide advice regarding potential and known impacts related to:

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

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

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

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

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

The Construction Manager will be required to enter into a CCDC 5A -2010 Canadian Standard Construction Management Contract Form between Owner and Construction Manager to provide the Pre-Construction services as outlined in **THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGEMENT CONTRACT section GC2.2 'Pre-Construction Phase'** and as amended by the City's Supplementary General Conditions.

3.2 Project Team

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

a) Design Team

Urban Arts Architecture has been retained by the City as the Architect & Prime consultant. The sub-consultants include:

- Landscape Architect - PWL Partnership Landscape Architects
- Structural Engineer - Aspect Structural Engineers
- Mechanical Engineer - AME Group
- Electrical Engineer - AES Engineering

3.3 Anticipated Activities and Schedule

It is the City's intent to complete the construction of Phase One of the Construction Manager – Innovation Centre / Pinetree Annex in accordance with the following schedule. Phasing will be a collaborative effort amongst the Construction Manager, architect, consultants, and City, which should comply with the schedule identified below. Minimizing disruption to the public by maximizing work during the pool's offseason is of primary importance.

Table 1: Anticipated Activities and Schedule)

Task Description	Anticipated Date
Close RFP	Estimated September 6, 2022
Interviews / Presentation if needed	Estimated Week of September, 12, 2022
Contract Award	Estimated September 26, 2022
Pre-Construction review	Estimated October 3, 2022
Procurement	Estimated October 2022
Construction / Demolition	Estimated January 2023
Occupancy	Estimated January 2023

The City reserves the right to adjust these dates at its own discretion. Proponents are requested to propose a milestone schedule showing first procurement assumptions on phasing and dates, and construction start dates for significant scopes of work to meet the construction completion deadline. Procurement schedule will be reviewed immediately upon award.

3.4 Key City Objectives

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

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

For design-assist services, the Construction Manager is expected to provide the City with valuable constructor input, real time cost estimates, trade feedback, and constructability review through the balance of the design / pre-construction phase of the project.

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

During the construction phase, the Construction Manager will provide the expertise required to manage the construction, health & safety management, coordinate the trades' work, ensure quality of work, cost control and mitigate any construction delays. Maintaining public access to is a key objective during construction. Respecting environmental-and ensuring compliance with all regulations is a critical part of the Construction Manager's role. The City's objective is to achieve the desired high level of quality while respecting park users and environmental constraints as well as the project cost & schedule.

3.5 Project Deliverables

Deliverables are those expected in accordance with best practices.

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

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

- Construction baseline schedule, micro schedules, schedule updates & analysis as required;
- Valuable input in the selection of the trades;
- Pre-Qualification of trade contractors as agreed and required;
- Addendum as necessary during bidding period;
- Review and evaluation of received bids;
- Quality assurance, site management and coordination between trade contractors;
- Pedestrian, cyclist and vehicular traffic control including plans and permitting as required.
- Implementation, maintenance and revisions to erosion and sediment control as required throughout the construction of the project.
- Implementation, maintenance and revisions to tree protection and other environmental requirements on the site throughout the construction of the project.
- Review, evaluate and provide cost/time impact assessments for the owner's contemplated change orders during the course of construction. This should be completed in a timely manner and to the best interest of the City;
- Review shop-drawings and material submissions for completion and compliance prior to forwarding to consultants for approval;
- Prepare and obtain approval on the site logistics & construction plan;
- Prepare procurement list. Identify, monitor and track delivery of long lead items;
- Project monthly report, including progress report/photos, 1 month look-ahead schedule and regular financial reports; and
- Close-out documentation & final project report.

3.6 Additional Requirements

- a) Produce a detailed trade-by-trade project budget. The Construction Manager will work with the City, consultants and the project manager to align the budget with the project cost plan and to determine the scope of work and anticipated values of the trade packages for tendering.
- b) Confirm the proposed construction schedule provided with the Proposal to a full construction schedule in a format acceptable to the City. Identify milestone dates, adjust, amend and refine the schedule as more specific information becomes available from the trade quotes. Incorporate the pre-construction and trade quote activities, critical trade and material deliveries into the schedule.
- c) Conduct, pre-construction co-ordination meeting with the project consultants and other parties as required, to co-ordinate procurement and construction aspects of the project. Keep all minutes of meetings, and distribute to all relevant parties, noting "action by".
- d) Set up, co-ordinate and tender the individual trade packages for all construction activities, wherein the trade package quotations will:

- be implemented and defined by the Construction Manager as to physical scope of work for each trade in a format acceptable to and be pre-approved by the City;
 - be called by the Construction Manager, to close at the Construction Manager's office and at the Construction Manager's expense;
 - follow the City's guidelines for bid opportunities (i.e. electronic posting, publically advertised based on value of trade package)
 - be opened in private by the Construction Manager and provide the results and recommendation to the City's Purchasing Manager and City's Project Manager.
 - have the participation of the City, or its agents, in the trade bidding process;
 - input to the tender package calls, attendance at tender openings, review of quotations, budget comparisons and contracting of the trades;
 - be reviewed by the Construction Manager, have a full analysis of the quotations received, a written report with recommendations, budget review and comparison and meetings with the consultants as required;
 - suggest and implement alternates, amendments and quotation recalls as may be necessary to have all trades remain within budget, on schedule and to meet all other project criterion;
 - be redefined and recalled if recommended by the City or its agents, the consultants or the Construction Manager; and
 - carry Cash Allowances as deemed necessary and at the direction of the City or the consultants. On the conversion of cash allowance to change orders CM will not be allowed any markups.
- e) Implement and maintain the policy that all work on the project is required to be tendered competitively. Upon prior notification, the Construction Manager may elect to tender specific trades or portions of trades and in such cases, those specific trade tenders or parts thereof, will be tendered and analyzed by the City or its agent in lieu of the Construction Manager.
- f) Set up only, of the project reporting and managing systems, data systems, cost control, accounting, purchasing, safety, first aid, ready for the construction work.
- g) Anticipate that the Construction Manager will have the first opportunity to negotiate with the City to become the General Contractor for the project. The Construction Management Services Agreement will be concluded and the Contractor will enter into a Stipulated Price Contract, CCDC-2, 2008, as amended by the City's supplementary general conditions. The Construction Management Services provided will form a stand-alone agreement, separate from the other fixed cost and the fixed percentage fee quotations.
- h) If for any reason the City and the Construction Manager cannot come to an agreement for the Stipulated Price Contract, including without limitation, the reason that the settlement of outstanding issues is not advancing quickly enough in the sole opinion of

the City, then the Construction Manager will be terminated and be paid in full for Construction Management Services provided, pursuant to the Agreement.

Subsequently, any other offers from the Construction Manager such as the Fixed Cost for General Conditions and Overheads and the Percentage Fee, the Schedule and the likes proposed herein, will then become null and void.

3.7 Reports and Quotation Results

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

APPENDIX A

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

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

SUPPLEMENTARY GENERAL CONDITIONS to the CCDC-5A-2010

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

AGREEMENT

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

5.2.2 Delete in its entirety”

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

Add the following paragraph 5.6:

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

3. In Article A-6 Payments:

Revise “6.2.1 to read 1%”

Revise “6.2.2 to read 2%”

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

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

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

2.	CONSTRUCTION
2.1	<p>General Services</p> <p>.1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i>, the <i>Consultant</i> and <i>Trade Contractors</i>.</p> <p>.2 Organize and distribute all documents related to the performance of the contract and execution of the <i>Work</i> of each <i>Trade Contractor</i>.</p> <p>.3 Provide administration as described in the trade contract documents including.</p> <p>(1) Facilitate all communications among the <i>Owner</i>, the <i>Consultant</i>, the <i>Payment Certifier</i>, and <i>Trade Contractors</i> that relate to the <i>Project</i>.</p> <p>(2) In the first instance, receive all questions in writing by the <i>Owner</i> or <i>Trade Contractors</i> for interpretations and findings relating to the performance of the <i>Work</i> or the interpretation of the trade contract documents except with respect to financing information required of the <i>Owner</i>.</p> <p>(3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any <i>Work</i> or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the <i>Project</i> or financing information required of the <i>Owner</i>.</p> <p>(4) During the progress of the <i>Work</i>, issue supplemental instructions to <i>Trade Contractors</i> with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Construction Manager</i> and <i>Trade Contractors</i>.</p> <p>(5) Promptly investigate, make findings and inform the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> concerning all concealed or unknown conditions which are discovered by the <i>Construction Manager</i> or of which <i>Notice in Writing</i> is given to the <i>Construction Manager</i>.</p> <p>(6) Make findings upon all claims for a change in any trade contract price, and provide <i>Notice in Writing</i> of such findings to all parties within 30 <i>Working Days</i> after receipt of such claim or within such other time period as may be agreed by the parties.</p> <p>(7) Give instructions necessary for the proper performance of <i>Work</i> of each <i>Trade Contractor</i> during any dispute so as to prevent delays pending settlement of such dispute.</p> <p>(8) Investigate the impact on <i>Work of each Trade Contractor</i> of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the <i>Place of the Project</i>, and advise the <i>Owner</i> concerning the issuance of appropriate instructions for any change in <i>Work</i> as a result of such discovery.</p> <p>(9) Act on behalf of the <i>Owner</i>, <i>Trade Contractors</i> and the <i>Consultant</i> for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any <i>Work</i>.</p>

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

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

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

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

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

The Construction Management fixed fee will include the following:

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

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

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

SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

The Construction Management fixed fee will include the following:

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

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

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

13.	Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.
14.	Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, are within the deductible amounts or are not insurable.
15.	The costs incurred due to emergencies affecting the safety of persons or property.
16.	Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Project</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .
17.	Such other costs directly incurred by the <i>Construction Manager</i> in performing the additional services as directed and pre-approved by the Owner in writing.

GENERAL CONDITIONS

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

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

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

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

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

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

5. Add the following new clause to GC 3.1.1.8:

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

6. In GC 3.1.1.10 delete the last sentence and replace it with the following: “The *Construction Manager* shall notify the *Owner* if the *Construction Manager* discovers any errors or omissions in the information provided by the *Owner*. The *Construction Manager* shall not be responsible for

relying on any inaccurate information provided by the Owner unless the Construction Manager knew (or should have known given the standard of care in GC 2.1.1, as amended by the Supplementary General Conditions) that the information was inaccurate.”

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

3.1.2 The *Construction Manager* shall be, and shall assume the responsibilities of, the “prime contractor” in connection with the *Services* for the purposes of the *Workers Compensation Act* (British Columbia), and as such the *Construction Manager* acknowledges its responsibilities for coordinating safety for the *Place of the Project*, including its own workers as well as those of *Trade Contractors* and all other parties performing work on or entering on the *Place of the Project*. The *Construction Manager* shall initiate, maintain and supervise all safety precautions and programs in connection with the *Services* and shall ensure that all *Trade Contractors* or other persons performing work on the *Project* have received adequate and appropriate health and safety training. The *Construction Manager* shall inform the *Owner* of any violations of its safety program, and the *Owner* may at any time require the *Construction Manager* to provide evidence of compliance with all health and safety requirements.

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

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

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

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

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

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

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

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

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

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

6.2.1 If the *Owner* fails to pay the *Construction Manager* in accordance with this *Contract*, then the *Construction Manager* may give the *Owner Notice in Writing* that the *Owner* is in default of the *Owner’s* contractual obligations and notify the *Owner* to correct the default in the 15 *Working Days* immediately following the receipt of such *Notice in Writing*.”

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

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

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

GC 9.1 INDEMNIFICATION BY CONSTRUCTION MANAGER

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

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

18. Add the following as a new Part 10:

PART 10 MISCELLANEOUS

GC 10.1 MISCELLANEOUS

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

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

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

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

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

-END OF APPENDIX A-

APPENDIX B

CITY OF COQUITLAM

SUPPLEMENTARY GENERAL CONDITIONS

(Construction Document CCDC-2-2008)

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT CCDC 2 2008

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

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 CONTRACT DOCUMENTS

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

ARTICLE A-5 PAYMENT

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

NEW ARTICLE

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

ARTICLE A-9 TIME OF THE ESSENCE

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISION

GC 1.1 CONTRACT DOCUMENTS

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

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

PART 3 EXECUTION OF THE WORK

G.C. 3.5 CONSTRUCTION SCHEDULE

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

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

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

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

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

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

GC 4.1 CASH ALLOWANCES

18. Subsection 4.1.4 is amended by:

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

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

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

PART 5 PAYMENTS

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

20. Section 5.1 is deleted in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

21. Subsection 5.2.3 is amended by:

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

- b) adding the following at the end of the subsection: “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”
- 22. Subsection 5.2.7 is deleted in its entirety and replaced with:
 - 5.2.7 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.
- 23. Section 5.2 is amended by adding the following new subsections after subsection 5.2.7:
 - 5.2.8 A draft application for payment is to be submitted to the *Owner* on the 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 SUBSTANTIAL PERFORMANCE OF THE WORK

27. Subsection 5.5.3 is deleted in its entirety.

GC 5.7 FINAL PAYMENT

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

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

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

39. Subsection 7.2.3.1. is deleted in its entirety.

PART 8 DISPUTE RESOLUTIONS

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

Negotiation

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

Mediation

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

Litigation

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

PART 9 - PROTECTION OF PERSONS AND PROPERTY

G.C. 9.1 PROTECTION OF WORK AND PROPERTY

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

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

(a) if under 6.5.1, or 6.5.2, the Owner will pay,

(b) if under 6.5.3, the Contractor will pay.

PART 11 – INSURANCE AND CONTRACT SECURITY

G.C. 11.1 INSURANCE

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

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

(a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;

(b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and

(c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the Contractor or its agents or employees for the performance of the Work, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.

(d) **builders risk and wrap up** liability for the value of the project for 24 months completed operations. The Contractor is responsible to pay for the premiums and

deductible amounts to cover all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.

11.1.2 All insurance policies required under this *Contract* must:

- (a) name the Owner and School District #43 Coquitlam as an additional insured;
- (b) be primary and not require the sharing of any loss by the Owner or any insurer of the Owner;
- (c) include cross liability and severability of interests clauses such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured;
- (d) include, but not be limited to: premises and operators liability, broad form products and completed operations, Owner's and Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;
- (e) be endorsed to provide the Owner with at least 30 days advanced written notice of cancellation or material change restricting coverage;
- (f) be issued by insurers licensed to conduct business in British Columbia.

11.1.3 In the event the insurance requirements specified in the City of Coquitlam Insurance Certificate Form—Construction, attached to the *Contract* differs from the requirements in section 11.1.1 above, then the provisions of the City of Coquitlam Insurance Certificate Form shall prevail.

11.1.4 The *Contractor* shall provide the *Owner* with evidence of the required insurance prior to commencement of the *Work* and as requested by the *Owner* from time to time.

PART 12 – INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTIES

G.C. 12.1 INDEMNIFICATIONS

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

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

GC 12.2 WAIVER OF CLAIMS

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

GC 12.3 WARRANTY

- 44. Subsections 12.3.1 and 12.3.6 are deleted in their entirety. Subsection 12.3.1 is replaced with the following:
 - 12.3.1 The warranty period under the *Contract* is one year from the date on which final certificate of payment is issued by the *Owner* under subsection 5.7.3.
- 45. Subsection 12.3.3 is deleted and replaced with the following:
 - 12.3.3 The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one year warranty period, which Notice in Writing may specify the time within which the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

46. Subsection 12.3.4 is amended by adding the following at the end of the subsection:
“The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under subsection 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected materials that may be disturbed and which shall be required in the complete restoration of the original finish.”
47. Subsection 12.3 is amended by adding the following new subsection after subsection 12.3.6:
- 12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

ADD THE FOLLOWING:

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

PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

PART 14 CONFIDENTIALITY

14.1 CONFIDENTIALITY

- 14.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.

- 14.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.
- 14.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

PART 15 SEVERABILITY

15.1 SEVERABILITY

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

**END OF APPENDIX Appendix A - City Of Coquitlam Supplementary General
Conditions to CCDC – 5A - 2010**

Appendix C – Design Development Report

Appendix D – Drawings



City of Coquitlam

PROPOSAL SUBMISSION FORM

RFP No. 22-076

Construction Manager – Innovation Centre / Pinetree Annex

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

Tuesday, September 06, 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

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.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

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 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 successful Proponent to complete and have the following in place before providing the Goods and Services.	
i. WCB - 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. Prime Contractor - Acceptance of Prime Contractor Designation for the Services: Prime Contractor Designation Form	Qualified Coordinator: Contact Number:
iii. Insurance – Provide Insurance coverage as per the City's Standard Insurance Form	
iv. Vendor Info - Complete and return the City's Vendor Profile and Electronic Funds Transfer Application (PDF)	
v. Business License - A City of Coquitlam or Tri Cities Intermunicipal Business License	
vi. Contract – Acceptance of the City Contract using CCDC 5A – 2010 and the City's Supplemental Conditions to CCDC 5A – 2010 Canadian Standard Construction Management Contract Form Between Owner and Construction Manager	
vii. Contract – 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):	

2. CORPORATE

a) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):
i. Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP :

b) REFERENCES – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity within the last 5 (five) years. 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	
Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 2	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	

Reference Information	Company
	Name:
	Phone Number:
	Email Address:

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

c) 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)				

d) HEALTH AND SAFETY	
I. Confirm the Proponent has a written safety program in place that meets the requirements of WorkSafeBC?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
II. Is your company COR (Certificate of Recognition) certified with respect to WorkSafeBC?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
III. Proponent is to state how they would address site safety requirements on this project with respect to COVID-19:	
IV. Does Proponent have a company Vaccination Policy?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please attach a copy to your Proposal Submission	
V. Proponent confirms only verified fully vaccinated employees will perform the Services as per this RFP:	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. TECHNICAL

a) APPROACH and 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.

i. City's Requirements and Key Objectives

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

ii. Quality Assurance - Provide the measures the Proponent will use to maintain quality control for the Services being performed.

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

iv. Safety - Proponent is to state how they will address safety on the work site.

v. Disposal and Recycling - Provide details on all disposal location and recycling location.

b) Project Plan

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

Phase	Plan
Pre-construction service	
Procurement	
Construction	
Post construction	

c) Demonstrated ABILITY TO COMPLETE ASSIGNMENTS ON TIME AND WITHIN BUDGET

I.	Briefly describe how your company will complete assignments on time and within budget?
II.	In the past 5 years, has your firm been delayed in delivering an assignment to the City, or for a client listed as a reference?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

III.	What were the reasons for the delay?
IV.	How did your firm make attempts to mitigate the issue?
V.	In the past 5 years, has your firm needed to request an increase to its budget in delivering an assignment to the City, or a client listed as a reference?
	Yes <input type="checkbox"/> No <input type="checkbox"/>
VI.	What were the reasons for increasing the budget?
VII.	How did your firm attempt to mitigate the issue?

d) Pre-Construction Service and Design Assist

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

--

e) Key Project Challenges, Risks and Opportunities

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

--

f) WORK SCHEDULE

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

I. Milestone Dates

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

Activity	Date

II. Schedule

Proponents to provide a preliminary construction schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary). Proponents are to state the duration of construction from start of construction to final completion (in weeks)

Activity	Schedule									
	1	2	3	4	5	6	7	8	9	10

III. Schedule Value Comparison

Proponents are to provide commentary on an alternate minimum time schedule in the case the intended start date can not be achieved and the scale of impacts on cost of accelerating the schedule.

4. FINANCIAL

a) Fixed Percentage Fee The proposed fixed percentage fee includes, but not be limited to the following: (1) the contract profit for the General Contractor; and (2) costs for all office functions, not directly related to the site operations of the project, the corporate project director, general accounting, project estimating, purchasing, and administrative functions. The Fixed Percentage Fee will be applied against the sub-trade contract prices and will be used to calculate the Stipulated Price Contract for the total project. Should project construction proceed before the Stipulated Price Contract is established, the Proponent will be paid the cost of Services and a mark-up equal to the Construction Management fee as a reimbursable cost until such time as the Stipulated Price Contract is established. Upon the establishment of the Stipulated Price Contract, the value of all such reimbursable Service cost and mark-up paid to date shall be deducted from the value of the Fixed Percentage Fee established under the Stipulated Price Contract.		
I. CCDC – 5A - 2010 Construction Management		
Description	Unit of Measure	Fees
Fixed percentage fee based on a CCDC-5A-2010 Construction Management contract (as modified by the City's Supplementary General Conditions).	Percentage	%
II. CCDC 2 - 2008 Stipulated Sum		
Description	Unit of Measure	Fees
Fixed percentage fee based on a CCDC 2-2008 Stipulated Sum contract (as modified by the City's Supplementary General Conditions)	Percentage	%

b) 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.			
ITEM	SCOPE OF WORK	Unit of Measure	PRICE (exclude GST)
i.	Project Manager		\$
ii.	Project Coordinator		\$
iii.	Site Superintendent		\$
iv.	Foreman		\$
v.	Carpenter		\$
vi.	Concrete Finisher		\$

vii.	Landscaper		\$
viii.	Plumber		\$
ix.	Electrician		\$
x.	Labourer/Helper		\$
xi.	Other not listed above (specify)		\$

a) Additional Expenses

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

--

b) VALUE ADD

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

--

c) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

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

--

c) 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 (or having received directly), 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 - Purchase of Goods and Services](#) and will accept the City's Contract as defined within this RFP document.
7. **I/We confirm** that, if I/we am/are awarded the Agreement, I/we will at all times be the "Prime Contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "Prime Contractor", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.
8. **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.

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