

City of Coquitlam

Request for Proposals
RFP No. 17-02-03

Kitchen Renovation at Austin Fire Hall

Issue Date: March 8, 2017

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APPENDICES:

- [Appendix A – Renovation Design Drawings](#)
- [Appendix B – Supplementary General Conditions](#)

PROPOSAL SUBMISSION FORM

DEFINITIONS

“Contract” means the contract for services and City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

The City will utilize a **CCDC 2- 2008 Agreement between Owner and Contractor** and Supplementary General Conditions to formalize the contract between the City and the Contractor.

“City” means City of Coquitlam.

“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.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

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

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

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

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

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

1. INSTRUCTIONS TO PROPONENTS

1.1. Request for Proposals

The City of Coquitlam (“City”) requests Proposals from professional, qualified, experienced companies to design, fabricate, install and commission **Kitchen Renovation at Austin Fire Hall**.

To be considered, Proponents should have recently delivered similar relevant successful projects.

1.2. RFP Documents

RFP Documents and Drawings are available for downloading from the City of Coquitlam’s website:
www.coquitlam.ca/BidOpportunities

1.3. Mandatory Site Visits

MANDATORY SITE VISIT

Proponents must attend a mandatory site visit on:

Thursday March 16, 2017 @ 10:00 AM

Proponents are to meet with City staff at the main entrance to:

Austin Heights Fire Hall located at **428 Nelson Street, Coquitlam, BC. V3K 3P1**

Proponents will be required to sign in on the “sign-in” sheet provided by the City at the mandatory site visit.

Proposals from Proponents not signed in at the mandatory site visit will not be accepted.

1.4. Project Description

The successful Contractor shall provide construction, installation, and commissioning of all **Kitchen Renovations at Austin Fire Hall** as identified herein, while meeting all of the specified performance requirements outlined in this document.

In summary of the appended information:

- a) Work is to commence at the earliest possible start date and work continuously to completion;
- b) All work shall be completed 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.

For details refer to:

- [Appendix A– Renovation Design Drawings](#)
- [Appendix B– Supplementary General Conditions](#)

At the City’s sole discretion, this RFP may be used to establish a preferred Contractor should there be any additional similar projects over the next 2 years.

1.5. Project Timeline

Estimated timelines for the project are:

RFP Issue	March 8, 2017
Mandatory Site Visit	10:00 AM, March 16, 2017
RFP Closing.....	2:00 PM, March 28, 2017
Contract Award	April 2017
Project Start-up	May 2017
Substantial Completion.....	June 16, 2017

Upon award, the work on this project shall progress until fully completed.

1.6. Consent of Surety

A Consent of Surety should be submitted with this proposal confirming agreement to Bond and to verify the Proponent will provide, at time of award:

- a) **A PERFORMANCE BOND IN THE AMOUNT OF 50% OF THE BID PRICE;**
- b) **A LABOUR & MATERIALS PAYMENT BOND IN THE AMOUNT OF 50% OF THE BID PRICE.**

The Consent of Surety shall be issued by a surety company licensed to transact business in the Province of British Columbia.

The Consent of Surety will indicate the Proponent would provide the Labour and Material Payment Bond and the Performance Bond, each in the amount of 50% of the total Proposal Price to guarantee successful completion of the Services.

A bid bond is not required.

1.7. Instructions

- .1 Proponents are responsible to inspect the existing site(s) and shall fully understand the difficulties and restrictions for execution of the work under this contract. Interpretations by the Proponent of the meaning of any section of the contract drawings and specifications herein prior to submitting a price for the Work shall not remove the responsibility of completing the Work as per the directions of the City, including all costs associated with that Work, should the Proponent’s interpretation be incorrect.

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.

- .2 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.
- .3 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.
- .4 A complete set of RFP documents will include:
 - a) Request for Proposals Documents
 - b) Proposal Submission Form
 - c) Addenda Issued
 - d) Appendices
 - e) CCDC 2-2008 (as referenced)

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.

- .5 All information requested for the Proposal must 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, will be considered an improper Proposal and may be rejected.

Responses or notations to a Request for Proposal submission which provides a condition of sale or any other attachment which alters the conditions or specifications, or makes it subordinate, may be cause for rejection, at the option of the City.

The City reserves the right to accept or reject any or all Proposals, in whole or in part, to waive

irregularities, minor variances and technicalities as determined suitable in the opinion of the City.

- .6 The selected Proposal shall supply all materials and construction necessary for the successful starting and completion of the project in accordance with the drawings and specifications herein. It shall be the responsibility of the Proponent to include in the submitted Proposal amount sufficient amounts to cover the cost of the work and materials required to complete the Work but not specifically noted in the drawings and/or specifications. It is assumed that all taxes, duties and levies have been included in the Proposal amount.
- .7 Complete sub-contracting of works will not be approved; however, segments of work involving special skills may be sub-contracted.

1.8. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

Tuesday March 28, 2016

1.9. Instructions for Proposal Submission

Proposal submissions are to be consolidated into one (1) .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 and was sent to email: bid@coquitlam.ca)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

1.10. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to:
bid@coquitlam.ca

Questions are to be submitted in writing 5 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.11. 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 address:

www.coquitlam.ca/BidOpportunities

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website.

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.12. Privacy Act

Upon submission of a proposal, Proponents agree the City may disclose the name of their company. However, no prices, totals, weights or scores will be provided to any Proponents.

Proponents are advised that proposals will become the property and are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.13. Withdrawal of Proposal

Proposals may be withdrawn upon request sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.14. Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. The City will not be liable to any Proponent for any claims, whether costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.15. Prices

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

Proponents are to submit prices for the entire scope of work including all design, fabrication, plant, labour, tools, equipment, materials, travel, transportation, deliveries, installation, warranties, including all mechanical and electrical components and any other ancillary items necessary to complete the project to be fully operational to the satisfaction of the City.

Delivery of all the materials and equipment shall be included in the price freight prepaid FOB: to the City project site locations.

1.16. Evaluation Criteria

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

Corporate Experience, Reputation, Capacity and Resources

- Corporate experience, references, and demonstrated performance working on projects of similar size, scope and complexity and successful completion of recent projects
- Project team experience and qualifications

Technical

- Methodology
- Quality Control and Quality Assurance
- Risk Factors
- Forecasted Project Schedule – Early delivery/installation shall be favourable

Financial and Value Added

- Total Lump Sum Price
- Value added Benefits

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

- Interviews may be conducted
- References may be contacted
- Verify compliance to stated insurance, WorkSafeBC and General Conditions

Should there be additional services required over the next two year period the City reserves the right to sole source with the successful Proponent.

No totals, prices, weights or scores will be provided to any Proponents.

1.17. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the

proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.18. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The City reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City has the right to not award this work for any reason including choosing to complete the work with the City’s own forces.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

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

1.19. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.20. Conflict of Interest

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

1.21. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.22. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.23. Examination of Proposal Documents and Work Sites

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

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.

1.24. Award

The City will utilize a **CCDC 2- 2008 Agreement between Owner and Contractor** and Supplementary General Conditions to formalize the contract between the City and the Contractor.

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.

2. GENERAL CONDITIONS OF CONTRACT

2.1 Notification of Award

The City will notify the successful Proponent (“Contractor”) in writing of its decision to award the services by Letter of Intent to Award. The contract will incorporate by reference, the RFP document, addenda issued, the Proposal submitted and will include all correspondence, negotiations and agreed to provisions.

Unless superseded by a general condition or other requirement in this RFP, the general conditions shall be as required under the latest edition of the **CCDC 2- 2008 Agreement between Owner and Contractor**

2.2 Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City of Coquitlam. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

2.3 One Year Guarantee

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

2.4 Warranties

The Contractor shall provide a full statement of the warranty period and terms, including extended warranty options. This warranty should clearly describe the terms under which the Contractor accepts responsibility for their suppliers manufacturers to cover the cost to repair defects caused by faulty design, quality of the work or materials and for the applicable period of time after delivery.

2.5 Indemnity

The Contractor and any Sub-Contractors shall at all times indemnify and save harmless the City, the Consultant, and Sub-Consultants or any of their officers, employees or agents from and against all claims and demands, losses, costs, damages, actions, suit fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damage resulting from the negligence of any officer, servant or agent of the City, the Consultant, and Sub-Consultants while acting within the scope of their duties of employment.

2.6 Insurance Requirements

The Contractor shall submit, upon award by the City of Coquitlam, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in forced.

Refer to the Certificate of Insurance Form on the City website:

[City of Coquitlam Certificate of Insurance Form](#)

- a) A Professional Liability (**PL**) insurance policy covering errors and omissions with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) aggregate and FIVE HUNDRED THOUSAND (\$500,000) per occurrence.
- b) Commercial General Liability (**CGL**) Insurance policy satisfactory to the City in the amount of FIVE MILLION DOLLARS (\$5,000,000) per occurrence covering losses to a third party for bodily injury or death, property damage and unlicensed vehicle , and attached equipment operation with a deductible not greater than \$10,000;

- c) **City of Coquitlam** shall be named as “additional insured” and the policy shall contain the Separation of Insureds and Cross Liability;
- d) CGL insurance shall be placed with insurers licensed to do business in British Columbia, Canada and shall exclude any rights of cross claim against the City or any rights of the insurer or insurers, whether subrogation or otherwise, against the City and against those for whom the City is in law responsible;
- e) Products and Completed Operations Insurance coverage on an all risk basis with a minimum per occurrence limit of FIVE MILLION DOLLARS (\$5,000,000). Completed operations coverage in respect of all the Works shall be maintained for at least twelve (12) months after acceptance of all the Works by the City;
- f) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the City of Coquitlam and the City’s written approval of the cancellation, transfer, assignment or alteration;
- g) Automobile Liability insurance, and maintain third party liability in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.) per occurrence, is required on all licensed vehicles owned or used by the Contractor;
- h) Contractor’s Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City; and
- i) The Contractor shall ensure that all Sub-Contractors carry insurance in the form and limits specified in this clause.

Note that the effective date for Certificate of Insurance will be the date of the Notice of Award.

2.7 Performance Bond and Labour and Material Payment Bond

The Contractor shall at its sole expense, provide to the City, Security in the form of a “Performance Bond” and a “Labour and Material Payment Bond” each in the amount of 50% of the total Proposal price within 10 days’ notice of award in a form satisfactory to the City as a guarantee for the due and faithful performance of the contract. Such bond must be issued by a surety company licensed to transact business in the Province of British Columbia.

- a) The City may draw on the security required to carry out or complete the services if such is not completed by the Contractor to the City’s satisfaction within the timelines stated;
- b) The City may draw down on the security required to remedy any breach of the contract and any damages resulting from the breach of contract;
- c) The costs for Bonds shall be included in the Total Proposal Price.

2.8 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.

2.9 Business Licence

The Contractor shall maintain a valid City of Coquitlam Business License or Tri Cities Intermunicipal Business License. For information, contact the City’s License Department (Tel: 604-927-3085).

[City of Coquitlam Business License](#)

2.10 WorkSafeBC Coverage

The Contractor shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The Contractor is responsible for having the site secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion.

2.11 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.

Refer to the Prime Contractor Designation Form on the City website:

[City of Coquitlam Prime Contractor Designation Form](#)

2.12 Ownership of Documentation

All design and construction information, data plans, drawings, specifications, reports, estimates, summaries, photographs, computer generated designs, as-builts and all other documentation prepared by the Contractor for this project, whether they be in draft or final format, shall become the property of the City.

2.13 Operations and Coordination of the Services

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

2.14 Services, Utilities and Infrastructure

The Contractor is directed to make special enquiry of the authorities, companies, Municipalities, individuals owning or operating all underground pipes, conduits, cables, tracks and other structures and services, and to determine their character and locations and satisfy himself as to the correctness of the information so obtained.

It shall be clearly understood that the City of Coquitlam does not ensure the accuracy of such information and that any such information shown on the Drawings is furnished as the best available, and is to be interpreted as the Contractor sees fit and the City disclaims all responsibility for its accuracy or sufficiency.

2.15 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.

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) American Society for Testing and Materials (ASTM)
- b) National Fire Protection Association (NFPA)
- c) WorkSafeBC
- d) BC Building Code
- e) BC Provincial Motor Vehicle Act
- f) Workplace Hazardous Material Information System (WHMIS)
- g) Canadian Standards Association (CSA)

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

2.16 Delivery

Delivery of all materials and services are to be prepaid FOB: to the City of Coquitlam at the specified work site(s).

2.17 Title, Risk of Loss, Freight

Materials and title of goods received under this Contract shall remain with the Contractor until they are delivered, installed and commissioned and transferred to the City upon completion of the project.

The Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance of the project.

The Contractor shall be responsible for customs clearance and payment of any duties, and/or taxes owing at time of importation into Canada, as applicable.

2.18 WHMIS

The Contractor shall be responsible for ensuring that its employees are fully informed and comply, at all times, with the Workplace Hazardous Material Information System (“WHMIS”). Such compliance shall include, but not be limited to:

- a) Provision of Material Safety data Sheets for all materials being used;
- b) Training of employees in the proper handling and storage of such materials;
- c) Furnishing and use of workplace labels for such materials.

2.19 Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City or a designated representative. If they are not approved, the City shall have the right to reject them or to require correction;
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for services provided not in accordance with the contract;
- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it; and
- d) The City or a designated representative (architect) shall render interpretations and findings consistent with the intent of and reasonably inferable from the contract documents; showing partiality to neither client or Contractor and shall have the authority to reject work which does not conform to the contract documents, and have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed.

2.20 Force Majeure

The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond control. The City will not be liable where sites are not available due to strike, lockout, or unique circumstances.

2.21 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.

2.22 Damage and Defects

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

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

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

2.23 Confidentiality

The Contractor agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

2.24 Advertisement

The Contractor shall not advertise its relationship with the City without prior written consent from the City.

2.25 Subletting

The Contractor will not, without the written consent of the City of Coquitlam, assign, sublet or transfer any subsequent contract or any part thereof.

2.26 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.27 Permits and Licenses

All permits, licenses and fees required for the successful completion of the project are the responsibility of the Contractor.

The Contractor is to comply with all applicable federal, provincial and municipal regulations.

2.28 Payments – Invoicing

A City Purchase Order (“PO”) for the services will be issued to the successful Proponent based on the proposal submitted and as finally negotiated. Invoice amount in excess of the PO will not be accepted. If projected costs exceed the original PO then a formal request to extend the PO amount must be provided in advance of additional work being undertaken and submitted as a written proposal for additional services and subsequently approved by the City’s Project Manager.

Invoicing

Invoices are to be in .pdf format sent to email: apinvoices@coquitlam.ca Attention: Accounts Payable, and must indicate the PO number, the project name and the City's Project Manager. The City's Project Manager is to be copied on the email distribution.

Payments

Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager. Formal payment milestones will be established with the successful proponent.

Payment of Invoices

Payment for work covered by the Purchase Order will be made at the Fee (Lump Sum) rates for personnel and for approved disbursements as outlined in the RFP.

PST and GST are to be shown separately. Invoice amounts for items not identified under the RFP, or not subsequently approved, will not be considered. If the work indicated on the summary cost status and invoice is approved by the Project Manager, payment is scheduled for 30 days after receipt and approval of invoice.

Payments made to the Contractor shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.

Withholding of Payments

- .1 The City may withhold payment to the Contractor as necessary to protect the City relating to unsatisfactory performance or quality of work;
- .2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.
- .3 The withholding of any payment shall not affect the Contractor's obligation to continue performance of work.

No additional design costs will be paid to the Contractor or their sub-Consultants as a result of changes to the design schedule or order of work throughout the duration of the Contract (e.g. if the project must be phased).

Extra Work

The Contractor must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Contractor fees exceed the original proposed purchase order amount. In this situation the Contractor will be requested to submit scope of work change alternatives to meet the budget.

A separate schedule of values is required as supporting documentation to the invoice for all additional services.

Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

3. SCOPE OF SERVICES

3.1 General Requirements

The Contractor will provide the Renovation of Austin Fire Hall Kitchen as outlined by the project description and appendices.

[Appendix A – Renovation Design Drawings](#)

The *Work* will generally include, but will not be limited to:

As required, supply and install:

1. Retain existing laminate window sills; prepare existing surfaces to receive new finishes
2. Remove and dispose existing kitchen cupboards, island, bulkhead and floor tile
3. Install duct and bulkhead for kitchen hood and vent – supply and install new hood and vent
4. Install new floor tile
5. Provide and install new kitchen cabinets and hardware
6. Patch and paint ceiling, walls and window sills
7. Install translucent window film and roller shades
8. Confirm existing receptacles are acceptable for new appliances; modify as necessary
9. Reinstall existing appliances and install new appliances
10. New under cabinet lighting
11. Relocate electrical circuits in existing hood fan area to new location
12. Relocate gas line to new stove location
13. Verify/modify exhaust fan and ducting to suite new layout
14. Verify/move water lines, drains and vents to suit new equipment configurations
15. Maintain a safe and secure construction site
16. Complete site clean-up

***For supply, shop drawings will be required for review and approval by the City prior to proceeding.**

In summary of the appended information:

- a) Work is to commence at the earliest possible start date and work continuously to completion.
- b) All work shall be completed 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.

Proponents MUST identify any specific requirements with which they are unwilling or unable to comply.

3.2 Utilities and Services

The Contractor is responsible to contact BC One-Call to determine exact locations of utilities and services on- site(s) and to make special enquiry of the authorities, companies, Municipalities,

individuals owning or operating all underground pipes, conduits, cables, tracks and other structures and services, and to determine their character and locations and satisfy himself as to the correctness of the information so obtained.

It shall be clearly understood that the City of Coquitlam does not ensure the accuracy of such information and that any such information shown on the Drawings is furnished as the best available, and is to be interpreted as the Contractor deems appropriate. The City disclaims all responsibility for its accuracy or sufficiency.

3.3 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.

3.4 Site Control and Organization

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

3.5 Progress Meeting

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

3.6 Rectify Damages

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

Damage to landscape and infrastructure shall be reported promptly.

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.

3.7 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 perform the work in a manner that minimizes any inconvenience or nuisance to the public.

3.8 Environmental Protection

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

3.9 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 operations and related activities.

The “Work” will take place in an active precinct, and adjacent facilities and operations shall not be affected or minimally affected.

3.10 Hours of Work

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

3.11 Approval

In all cases where approval or direction is required, it shall be provided in writing by the City’s Project Manager and/or their designated Representative.

Appendix A

Renovation Design Drawings

By Andrea Hajdo Forbes Architect

DRAWING NO.	DRAWING TITLE	DATE ISSUED
A-0	SITE PLAN & FLOOR PLAN	7-Mar-2017
A-1	EXISTING PLAN & DEMOLITION	7-Mar-2017
A-2	EXISTING ELEVATIONS	7-Mar-2017
A-3	PLAN & CEILING PLAN	7-Mar-2017
A-4	ELEVATIONS	7-Mar-2017
A-5	SECTIONS & DETAILS	7-Mar-2017
A-6	DETAILS & SAMPLE BOARD	7-Mar-2017

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 SUPPLEMENTAL GENERAL CONDITIONS



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 17-02-03

Kitchen Renovation at Austin Fire Hall

Proposals will be received on or before 2:00 pm local time
Tuesday March 28, 2016
(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be consolidated into one (1) .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 and was sent to email: bid@coquitlam.ca)

Proponents are responsible to allow ample time to complete the submission process.
For assistance Phone 604-927-3060 or Fax 604-927-3035.

PROPOSAL SUBMISSION FORM

**Complete and return this Proposal Submission Form with:
Consent of Surety**

Submitted by: _____
(company name)

1. PRICE

1.1 Construction, Installation and Commissioning Services

All services provided are to be in accordance with all governing regulatory authorities within the City of Coquitlam.

Having carefully examined the RFP documents, the site and the conditions affecting the Work, and having carefully read the specifications and the conditions of the Contract, we, the undersigned, are to include all construction and commissioning, materials, labour, tools, equipment, transportation, fuel, supervision, disposal fees, incidentals, trade permits and any other items required for provision of complete scope of services in accordance with the Contract Documents for the sum of:

The Proponent further offers to carry out any changes to the work authorized by the City and to be compensated as provided in the General Conditions of the CCDC2 contract document and Supplementary General Conditions.

Line Item	SECTION OF WORK	PRICE (exclude GST)
1	MOBILIZATION AND DEMOBILIZATION	\$
2	GENERAL CONDITION ITEMS	\$
3	DEMOLITION, REMOVAL AND DISPOSAL	\$
4	ASBESTOS TESTING	\$
5	STEEL STUD & DRYWALL	\$
6	SUSPENDED CEILING	\$
7	ROUGH CARPENTRY	\$
8	FINISH CARPENTRY & MILLWORK	\$
9	WINDOW COVERINGS	\$
10	GLAZING/FILM FROSTING	\$
11	FLOORING	\$

12	PAINTING		\$
13	MECHANICAL		\$
14	ELECTRICAL		\$
15	AS-BUILT AND CLOSE OUT DOCUMENTS		\$
16	INSURANCE		\$
17	MATERIALS & LABOUR BOND	\$ /\$1000	\$
18	PERFORMANCE BOND	\$ /\$1000	\$
	OTHERS NOT LISTED ABOVE		
19			\$
20			\$
	TOTAL PRICE (exclude GST)		\$

2. ALTERNATE PRICES

The following is a list of optional prices that forms part of this Contract subject to acceptance by the City of Coquitlam.

	DESCRIPTION OF OPTIONAL PRICE ITEMS	PRICE (exclude GST)
1	Substitute a 'stock' stainless sink basin only of similar dimensions to replace detail D1/A-3. <i>Note. The drain board and cover are to be included within in the base contract.</i>	\$
2	Extend the new floor tile throughout the dining hall only; neighboring rooms NOT to be included.	\$

3. PROJECT TEAM – KEY PERSONNEL

The Proponent must indicate the names of the Proponent’s senior staff for the project, specifically identifying the project superintendent, and any Consultants and the work they will be performing.

Include key personnel that would be involved in the design, manufacture, engineering, quality management, delivery and construction of the Renovation. Include relevant experience qualifications for design and manufacturing, their roles and responsibilities and availability for this project:

	Name	Role & Responsibilities	Qualifications & Availability
1			
2			
3			

**Please complete chart and do not enclose personnel resumes.*

4. SUBCONTRACTORS

The Proponent will utilize the services of the following companies and ensure compliance with the City’s terms and conditions of contract.

	COMPANY NAME	DESCRIPTION OF WORK
1		
2		
3		
4		
5		

5. TECHNICAL

Technical Information (Attach additional pages as necessary)	
1	Describe Project Methodologies, from initiation, set-up, to execution and completion of the project; working within a life safety building.
2	Quality Assurance and Quality Control – Describe the systems used to guarantee Quality Control, Quality Assurance and complete customer satisfaction.
3	Risk Factors – Describe the risk factors anticipated and how the Proponent intends to mitigate these.

6. WORK SCHEDULE

Long lead items		
<i>*List all long-lead items and the time impact, critical to the project schedule.</i>		
Items	No. of weeks	Additional Comments

COMPLETION DATE:

The Owner requests Substantial Performance of the Work on or before **June 16, 2017**, and Final Completion on or before **June 30, 2017**.

The Contractor confirms that Substantial Completion will be performed by: _____

The Contractor confirms that Final Completion will be performed by: _____

PROPOSED DISPOSAL SITE: _____

7. NON-COMPLIANCE

Fully describe any deviations outlined in the RFP documents that your company is unable to comply with.

8. SUSTAINABLE BENEFITS

Describe all initiatives, policies or programs that illustrate your firm’s efforts towards sustainable practises and responsibility in providing the services that would be of benefit to the City.

(Social/Ethical, Environmental, Economic/Financial)

9. VALUE ADDED BENEFITS

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:

10. HEALTH AND SAFETY PROGRAM

Confirm your company have a written safety program in place that meets the requirements of WorkSafeBC?

Yes No

11. EXPERIENCE AND REFERENCES

Proponents shall be competent and capable of performing the services requested and successfully completed recent projects similar in size, scope and complexity:

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

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

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

12. ACCEPTANCE

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: _____ days.

13. ADDENDA

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

14. CONSENT OF SURETY ATTACHED AND SUBMITTED WITH PROPOSAL

Yes - Attached

Proponents are requested to attach and submit with Proposal Submission Form, a copy of the original Consent of Surety.

The Proponent confirms they have attached a copy of an original “Consent of Surety” issued by a surety company licensed to transact business in the Province of British Columbia. The Consent of Surety will indicate the Proponent would provide to the City, the Labour and Material Payment Bond and the Performance Bond, each in the amount of 50% of the total Proposal Price to guarantee successful completion of the Services.

The Proponent may offer an alternative form of security that would guarantee successful completion of the work satisfactory to the City to meet the completion date.

A bid bond is not required.

15. AUTHORIZATION

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

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

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

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