



## **REQUEST FOR PROPOSALS**

**Title: DESIGN ASSIST, SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF MOVEABLE FLOORS AND BULKHEADS FOR  
GRANDVIEW HEIGHTS AQUATIC COMPLEX & GUILDFORD INDOOR POOL**

**Reference No.: 1220-030-2012-054**

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the services (“**Services**”) described in Schedule A.

#### 1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.6;

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” includes goods and has the meaning set out in Schedule A;

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

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

### 2. INSTRUCTIONS TO PROPONENTS

#### 2.1 Closing Time and Address for Proposal Delivery

The Proposals must be submitted to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager  
*Acting* Purchasing & Accounts Payable Manager  
at the following location:

Address: City of Surrey, City Operations Works Yard  
Purchasing Section, 1st Floor  
6645 – 148 Street  
Surrey, BC V3S 3C7

Fax: 604-599-0956

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**on or before the following date and time (the “Closing Time”):**

**Time: 3:00 p.m. local time**

**Date: Wednesday, October 17, 2012**

## **2.2 Information Meeting**

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

## **2.3 Number of Copies**

Faxed or emailed PDF Proposals are permitted, but a Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time. If the Proponent prefers to submit a hard copy, the Proponent should submit one original unbound Proposal four (4) hard copies (5 in total).

## **2.4 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

## **2.5 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or e-mailed amendments are permitted, but such amendment may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

## **2.6 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager  
*Acting* Purchasing & Accounts Payable Manager  
at the following location:

Address: City of Surrey, City Operations Works Yard  
Purchasing Section, 1st Floor  
6645 – 148 Street  
Surrey, B.C. V3S 3C7

Fax: 604-599-0956  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference No.: 1220-030-2012-054

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.7 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.8 Examination of Contract Documents and Site**

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

## **2.9 Opening of Proposals**

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.10 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

# **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

## **3.1 Package**

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

## **3.2 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5, C-5-1 and C-5-2. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5, C-5-1 and C-5-2 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

### **3.3 Signature**

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

#### **(a) Experience, Reputation and Resources**

The Evaluation Team will consider the Proponent's responses to items (i) to (vii) in Schedule C-2, including supplemental information;

#### **(b) Technical**

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and Performance Specifications Appendix 1 & 2 requested in Schedule C-3, including supplemental information;

#### **(c) Financial**

The Evaluation Team will consider the Proponent's response to Schedule C-5, C-5-1 and C-5-2; and

**(d) Statement of Departures**

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

**4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Appendix 4 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

**4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

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

**4.5 Additional Information**

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

**4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

#### **4.7 Multiple Preferred Proponents**

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

#### **4.8 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

### **5. GENERAL CONDITIONS**

#### **5.1 No City Obligation**

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.



## **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

## **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

## **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

## **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

## **5.6 Confidentiality**

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **SCHEDULE A**

### **SCOPE OF SERVICES**

#### **1. GENERAL**

The City of Surrey is seeking Proposals from Preferred Proponent(s) for the supply, installation, testing and commissioning of the moveable floors and bulkheads for the Grandview Heights Aquatic Complex and Guildford Indoor Pool projects. The intent of the Request for Proposal "RFP" is to solicit proposals from qualified vendors to provide the Services as described herein.

#### **2. INTENT**

Upon evaluation of received Proposals, City of Surrey will notify the Preferred Proponent(s) of its selection. The selected Proponent(s) will be required to enter into the standard Stipulated Price Contract for Trade Contractors on Construction Management Projects – CCA Document No. 17-1996 contract as amended by the City's Supplementary General Conditions.

The City has full right to assign contract entered into by the City relating to the Services. The City anticipates to assign the contract with selected Proponents(s) to the General Contractor in the first quarter of 2013, in this case the CCA 17 - 1996 contract will be converted to Stipulated Price Subcontract CCA 1-2008.

#### **3. BACKGROUND**

##### **3.1 PART A: GRANDVIEW HEIGHTS AQUATIC COMPLEX**

The Grandview Heights Aquatic Complex, which is located at the north east corner of 24<sup>th</sup> Avenue and 168<sup>th</sup> Street in Surrey, BC.

The Grandview Heights Aquatic Complex will include fitness and wellness facilities and the administration space required for the new building. Parking will be at grade. Offsite services will be required to service the site.

The aquatic complex will include one (1) FINA certified 50 m competition venue pool tank, lifestyle pool and amenities, hot pool, steam and sauna rooms, and all related support space. The aquatic complex will also include a fitness centre.

The Grandview Heights Aquatic Complex will target LEED Silver certification.

#### **Architect**

**Hughes Condon Marler Architects** has been retained by the City as the Architect & Prime Consultant.

Key sub-consultants include:

- WTI (Aquatic Consultant)
- Fast & Epp (Structural)
- AME (Mechanical)
- AES (Electrical)

### **Project Manager**

**Turnbull Construction Services Ltd. (TCSL)** has been retained by the City of Surrey as Project Manager representing the City.

### **Construction Manager**

**Bouygues Building Canada Inc.** has been retained by the City as the Construction Manager. Bouygues will become the General Contractor at the end of the design phase.

## **3.2 PART B: GUILDFORD INDOOR POOL**

The Guildford Indoor Pool will be an addition to the existing Guildford Recreational Centre, which is located at 15105 – 105 Avenue, Surrey BC.

The Guildford Indoor Pool will be designed and constructed to allow continuation of existing operations with the least impact.

The project will include one (1) FINA certified 50 m competition venue pool tank, lifestyle pool and amenities, hot pool, steam and sauna rooms, and all related support space..

The project may pursue LEED certification. This decision will be confirmed during the Design Development phase upon consultation with the project team.

### **Architect**

**Bing Thom Architects Inc. in association with SHAPE Architectural Inc.** have been retained by the City as the Architect & Prime Consultant. Key sub-consultants include:

- Fast & Epp (Structural)
- AME (Mechanical)
- AES (Electrical)

### **Project Manager**

**Turnbull Construction Services Ltd. (TCSL)** has been retained by the City as Project Manager representing the City.

### **Construction Manager**

**Heatherbrae Builders** has been retained by the City as the Construction Manager. Heatherbrae will become the General Contractor at the end of the design phase.

## **4. PROJECT STATUS (Applicable for both projects)**

The design team is currently working on the design development in coordination with the owner teams and user groups. Detailed design (Working Drawings) phase is expected to commence in October 2012.

**5. PROJECT OVERALL TIMELINE (Applicable for both projects)**

Design	Winter 2012 - Fall 2012
Procurement	Summer 2012 - Winter 2012/2013
Construction	Fall 2012 - Summer 2014
Occupancy	July 2014

**6. OBJECTIVES**

The Preferred Proponent(s) will work with the design teams on integrating the moveable floor and bulkhead components into the construction working drawing. The early selection of Preferred Proponent(s) is expected to result in fully coordinated pool construction drawings. Preferred Proponent(s) will undertake the supply, installation, testing and commissioning movable floors and bulkheads in accordance to the enclosed performance specification.

**7. SCOPE OF SERVICES AND RESPONSIBILITIES FOR THE PREFERRED PROPONENT**

- Assist the design team with the integration of movable floors and bulkheads into the pool design;
- Prepare shop drawings and submittals for review and approval by the Architect; and
- Supply, installation, testing and commissioning of moveable floor and bulkheads.

For more detailed description of scope of work refer to Appendices 1 to 4 .

**8. SITE CONDITIONS**

Visit the Place of the Project prior to providing a Proposal to ascertain existing conditions which affect the proper and accurate completion of the Work.

**9. INSPECTION & TESTING**

In accordance to the Performance Specifications, Appendix 1 & 2.

**10. APPROVAL**

In accordance to the Performance Specifications, Appendix 1 & 2.

**11. MATERIALS**

In accordance to the Performance Specifications, Appendix 1 & 2.

**12. EXECUTION**

In accordance to the Performance Specifications, Appendix 1 & 2.

### **13. PLACE OF THE PROJECT**

- Guildford Indoor Pool is located at 15105 – 105 Avenue, Surrey BC.
- Grandview Aquatic Complex is located at 16855 24<sup>th</sup> Avenue, Surrey, BC.

### **14. HOURS OF WORK**

All work to be performed during normal working hours form 7:00 am to 11:00 pm PST, Monday to Sunday. No work to be performed outside of the normal working hours without prior written approval from the Owner.

If the Proponent wishes to carry out the Work outside the normal working hours, and the approval is given by the Owner, no extra compensation, in any form (e.g. overtime, etc.) will be given without prior written approval from the Owner.

### **15. TRADESMEN**

Should any dispute arise regarding the quality of the workmanship, materials or products used in the performance of the Work, the final decision regarding the acceptable quality of the workmanship, and fitness of the materials and products rests strictly with the Owner.

Additionally, all Work required hereunder will be performed as promptly as possible, and in any event within the time stated by the Owner, and such Work will be subject to the approval and acceptance of the Owner, but such approval and acceptance will not relieve the Proponent from the obligation to correct any incomplete, inaccurate or defective Work, all of which is to be promptly remedied by the Proponent on demand, without cost to the Owner.

The Proponent is to provide a professional review of all facets of the Work as required from time to time by the Owner.

### **16. PLACE OF WORK CONDUCT**

All labourers and workers, while working in and around the Owner's facilities, shall act in a professional manner. The Proponent is to enforce proper discipline and decorum among all labourers and workers on the Place of the Project and is to control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages on the worksite; 4) physical violence; 5) riding in the passenger elevators; 6) thievery; and 7) the transportation of articles or materials deemed hazardous. If the Owner determines, in its sole discretion, that any labourer need to be removed due to his or her failure to comply with the terms of this provision, the Proponent will remove such labourers from the Place of the Project immediately.

Alcohol and drugs are not tolerated on the Place of the Project at any time including anyone deemed to be under the influence shall be escorted off from the Place of the Project.

## 17. FINAL COMPLETION AND PAYMENT

When the Work is finally complete and the Proponent is ready for a final inspection, the Proponent is to notify the Construction Manager, in writing and arrangements will be made for final inspection. If the Owner confirms that the project is complete including all deficiencies, is in full accordance with this RFP and the Proponent has performed all of its obligations, the Proponent is hereby entitled to submit for final payment.

## 18. APPENDICES

Appendices 1 through 4 describe the detailed requirements of the Service and shall form an integral part of the RFP, as specifically applicable to each of the aquatic complexes:

- (a) Appendix 1 - Performance Specifications for Guildford Indoor Pool;
- (b) Appendix 2 - Performance Specifications for Grandview Aquatic Complex;
- (c) Appendix 3 - Design Drawings for Guildford Indoor Pool;
- (d) Appendix 4 - Design Drawings for Grandview Aquatic Complex;

Appendices may be viewed and/or obtained at the File Transfer Protocol (FTP) link noted below. Printing will be the sole responsibility of the Proponent.

Hostname: <ftp://ftp.surrey.ca>

Log on: pur

Password: welcome

Locate folder #: 1220-030-2012-054

To view this FTP site in Windows Explorer, click Page, and then Open FTP Site in Windows Explorer.

## **SCHEDULE B**

### **FORMS OF CONTRACT**

The form of contracts to be used for the Services and the Construction Phase are as follows:

1. **Canadian Construction Association, Stipulated Price Contract for Trade Contractors on Construction Management Projects CCA 17- 1996.**
2. **Supplementary General Conditions to CCA 17- 1996 (enclosed).**

The City's anticipates to assign the Contract to the General Contractor, in such case the Contract will be converted to:

3. **Canadian Construction Association, Stipulated Price Subcontract CCA 1- 2008.**

## SUPPLEMENTARY GENERAL CONDITIONS CCA17-1996

### DEFINITIONS AND INTERPRETATION

The following are the Supplementary General Conditions referred to in Article A-3 of the CCA17 document that would apply if a contract was ever established.

These amendments are to be read in conjunction with the Definitions and General Conditions of the Standard Construction Document CCA17-1996. Where reference is made in the specifications to the General Conditions (GC), such reference includes these amendments.

### ARTICLE A-5 PAYMENT

5.1.1 Revise this sentence by deleting the words "certified by the Consultant" with "recommended by the Construction Manager".

### DEFINITIONS

#### 7. Construction Manager

Add the following:

The Construction Manager is the Owner's agent and is authorized to act in the Owner's name in regard to all rights, responsibilities and authorities of the Owner referred to in the Contract Documents, in accordance with the agreement between the Owner and Construction Manager.

#### 18. Change Order

Revise the first sentence to read:

A Change Order is a written amendment to the Contract issued by the Construction Manager and signed by the Construction Manager, as agent for the Owner, only after obtaining the signatures of the Owner and the Trade Contractor stating their agreement upon:

#### 20. Substantial Performance of the Work

Delete the second sentence entirely and substitute the following:

*Substantial Performance of the Work* shall be determined when

- (a) the criteria set out in section 1(2) of the Builders Lien Act have been fulfilled, and
- (b) the Consultant has certified that such criteria have been met.

**Add the following new Definitions:**

#### 23. Base Cost

"Base Cost to the Trade Contractor of Labour" means the substantiated and usual base wage rates normally payable by the Trade Contractor.

#### 24. Builders Lien Act

"Builders Lien Act" means the Builders Lien Act, S.B.C. 1997, c. 45 and amendments thereto.



## **25. Certificate of Completion**

A Certificate of Completion is a certificate of completion as defined in the Builders Lien Act to be issued by the Consultant.

### **GENERAL CONDITIONS OF THE CONTRACT**

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

##### **1.1.9.1 Precedence of Contract Documents:**

The order of priority of documents, from highest to lowest, shall be as provided on GC 3.1 CONTRACT DOCUMENT LIST of the Supplementary General Conditions CCA17-1996.

Add the following:

1.1.13 The Trade Contractor shall be responsible for all Work within its Trade Contract as required by the Contract Documents, regardless of division in the Contract Documents, which division shall not obligate the Consultant or the Owner to establish or regulate limits of responsibility between the Trade Contractor and any Trade Subcontractor.

1.1.14 All instructions given by or on behalf of the Consultant or the Owner under the Contract Documents shall be given to the Trade Contractor and the Trade Contractor shall be responsible for giving such instructions to Trade Subcontractors as may be necessary for the due and proper performance of the Work being performed by Trade Subcontractors.

1.1.15 The Trade Contractor is responsible for the installation and the coordination of metric and imperial dimensioned products and materials as may be applicable.

#### **GC 1.2 LAW OF THE CONTRACT**

##### **1.2.1 Delete and substitute the following:**

The laws of the Province of British Columbia shall govern the interpretation of the Contract.

#### **GC 2.2 ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT**

##### **2.2.6 Delete entirely and substitute the following:**

Based on the observations of the Construction Manager and the Consultant, the Construction Manager will evaluate the Trade Contractor's applications for payment, will determine the amounts owing to the Trade Contractor under the Contract and will forward invoices to the Owner for payment as provided in Article A-5 PAYMENT, GC 5.3 – PROGRESS PAYMENT, and GC 5.7 – FINAL PAYMENT.

#### **GC 3.1 CONTRACT DOCUMENT LIST**

1. Agreement between Owner and Trade Contractor
2. Definitions
3. Supplementary GC CCA17-1996
4. CCA17-1996
5. RFQ Addenda
6. RFQ
7. Trade Contractor Quotation

### **GC 3.7 SUPERVISOR**

3.7.1 Add the following:

The Trade Contractor shall provide the Construction Manager with written notice of the intention to change the supervisor and the reasons for the change.

### **GC3.8 TRADE SUBCONTRACTORS AND SUPPLIERS**

3.8.2 Add the following:

The Trade Contractor shall not change any of the Trade Subcontractors or Suppliers so employed without the written consent of the Owner, which consent shall not be unreasonably withheld.

Add the following new clauses:

3.8.7 The Trade Contractor shall, in the case of Trade Subcontractors and Suppliers, be held responsible for and shall see that the Trade Subcontractors and Suppliers obtain and pay for all necessary permits, fees, licenses' and certificates of inspection and insurance in connection with the Work as performed by them as may be required by all applicable by-laws, regulations and statutes.

3.8.8 The Trade Contractor shall coordinate the Work of all of its Trade 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.

3.8.9 The Trade Contractor shall pay all amounts owing to its Trade Subcontractors, Suppliers and laborers' and shall take all necessary steps to ensure that its Trade Subcontractors and Suppliers pay all amounts owing to their subcontractors, suppliers and laborers'. All payments shall be made promptly when due.

3.8.10 The Trade 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 Trade Subcontractor, Supplier or labourer with whom the Trade Contractor or any of its Trade Subcontractors or Suppliers has contracted in relation to the Work.

### **GC 3.9 LABOUR AND PRODUCTS**

3.9.1 Add the following:

A portion of these services may be provided by the Construction Manager.

3.9.2 Add the following:

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 Project.

Add the following new clauses:

3.9.4 No person shall with relation to his employment or eligibility for employment be discriminated against by reason of his racial origin, religious views, trade union or political affiliations.

- 3.9.5 The Trade Contractor shall supply labour that is compatible with other labour employed on the Work. In event of labour disputes arising from provision of skilled or unskilled labour by Trade Contractor or his Subcontractors, Trade Contractor shall, to satisfaction of Construction Manager, make such arrangements as are necessary to preclude delay to the Work or to the Work of others at the site of the work. Refer to GC 6 Delays clause 6.5.6.
- 3.9.6 Superintendents, foremen and/or mechanics whose work is unsatisfactory to the Construction Manager, Owner or Consultant and are considered by the Construction Manager to be unskilled or reasonably objectionable shall be instantly dismissed from the Work upon written notice of the Construction Manager.
- 3.9.7 All work shall at least conform to the Contract Documents, the National Building Code of Canada, the British Columbia Building Code, the rules and customs of best trade practice. Best trade practice means practice of the industry and not "local practice."
- 3.9.8 Only materials or articles specified or approved for substitution by the Consultant and authorized in writing by the Owner, will be permitted in the Work. Unspecified materials or rejected substitutions, if built into the Work shall be replaced with the specified material at no additional cost to the Owner. Should the Trade Contractor for any reason consider that the Trade Contractor will be unable to perform any section of Work, or will be unable to produce specified warranties if work is carried out in accordance with drawings and specifications, the Trade Contractor shall so advise the Construction Manager in writing and shall not proceed until specific written direction has been received. Failure to so advise the Construction Manager will be taken as acceptance that work will be complete in every respect and that specified warranties will be provided.
- 3.9.9 A Product or construction method or system singly named in the specifications is considered exclusive and its use is mandatory unless a satisfactory alternative is approved in advance by the Consultant. Where plurally named, each named Product or construction method or system is approved for use under the Contract and the choice rests with the Trade Contractor. Alternatives will be considered only when submitted in sufficient time to permit proper investigation by the Consultant. In applying for the use of alternatives, the Trade Contractor shall prove to the Consultant's sole satisfaction that the alternative is equal to or better than the specified Product or construction method or system and compatible in every respect with the design of the Project at no additional cost to the Owner.
- 3.9.10 Products may be specified by reference to brand names, proprietary names, trademarks or catalogue numbers, designations or symbols. In such cases, the name of a manufacturer, distributor, supplier or dealer may be given to assist the Trade Contractor to find a source of supply. This shall not relieve the Trade Contractor from its responsibility for finding its own source of supply even if the source named no longer supplies the Product specified. If the Trade Contractor is unable to obtain the specified Product, the Trade Contractor shall supply an alternative Product as approved by the Consultant which is equal to or better than the specified Product at no additional cost to the Owner.
- 3.9.11 All Products shall be used strictly according to manufacturers' printed directions or recommendations unless specifically stated otherwise in the specifications. All Products shall be properly packed for delivery, must be delivered in their original containers, crates, wrappings, etc. and must be clearly identified with manufacturers' name and address, product type and name. All

Products shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged material shall be rejected and the Trade Contractor shall remove such material from the Place of the Project at the Trade Contractor's own expense.

### **GC 3.12 USE OF THE WORK**

Add the following:

- 3.12.3 The Owner reserves the right to take possession of and use any completed or partially completed portion of the building, regardless of the time of completion of the entire Work, providing that doing so does not interfere with the Trade Contractor's Work. Such taking possession or use of the buildings or part thereof shall not be construed as Substantial Performance of the Work or part thereof, or as Final Certificate for Payment, or as an acknowledgement of fulfillment of the Contract.
- 3.12.4 The Trade Contractor shall schedule the operations for completion of portions of the Work as designated for the Owner's occupancy, prior to Substantial Performance of the entire Work. There will only be one date of Substantial Performance for the Contract.
- 3.12.5 The Consultant shall prepare a list of deficiencies. The Trade Contractor shall comply with all requirements, and correct all deficiencies.

### **GC 4.1 CASH ALLOWANCES**

Delete this section entirely and substitute the following:

#### **4.1.1 Trade Contractors WILL NOT INCLUDE CASH ALLOWANCES in their Contract Price.**

### **GC 4.2 CONTINGENCY ALLOWANCE**

Delete this section entirely and substitute the following:

#### **4.2.1 Trade Contractors WILL NOT INCLUDE CONTINGENCY ALLOWANCE in their Contract Price.**

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

Add the following additional clause:

- 5.2.7 Original applications for payment (invoicing) dated the last day of each month shall include:
  - .1 Original Progress Invoice;
  - .2 Progress Breakdown describing the portion and value of Work completed to date, value of any Products delivered to the Place of the Project during the Payment Period to which the application refers but not yet incorporated into the Work only if they are scheduled to be installed within sixty (60) days of the date of that application;
  - .3 Statutory Declaration, Statement of Claims BC-4 completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia;
  - .4 With each and every application subsequent to the first, a Provincial Statutory Declaration BC-2, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia;
  - .5 Current WorkSafeBC Clearance Letter.

All above documentation and any other documents required by the Contract Documents must be received by the Construction Manager on or before the fifth day of the month to be eligible for processing in that month. Faxed applications are not acceptable.

### **GC 5.3 PROGRESS PAYMENT**

5.3.1 Revise the first sentence to read:

The Construction Manager will, not later than the 20th day of the month, forward invoices submitted in accordance with GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT to the Owner for payment in the amount applied for or in such other amounts as the Construction Manager determines to be properly due.

5.3.2 Revise to read:

The Owner to make payment to the Trade Contractor on account as Provided in Article A-5 of the Agreement – PAYMENT net 30 days from invoice date on a best effort basis.

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

Add the following additional clauses:

5.4.5 Should the Consultant find significantly more incomplete or deficient Work than those listed by the Trade Contractor with his application, the Consultant may elect to terminate his inspection and to not issue a Certificate of Substantial Completion. If the Consultant terminates his inspection, the Trade 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.

5.4.6 Within seven days of the issuing of a Certificate of Substantial Completion, The Construction Manager will deliver copies to interested parties requesting copies and will post a copy in the Construction Manager's site office, in accordance with the Builders Lien Act.

5.4.7 After declaration of Substantial Completion by the Consultant, the value of Progress Payment applications shall be limited to the value of the Contract less;

- .1 twice the value of any deficiencies identified and determined by the Consultant and/or Construction Manager;
- .2 the value of incomplete Work; and
- .3 the amount of all previous payments.

If the Trade Contractor fails to complete or correct the items referred to in .1 and .2 above within a reasonable time, as determined by the Consultant and/or Construction Manager, the Owner may use such monies to complete or correct such items. If the balance of the Contract Price is insufficient to cover this amount or to complete or correct such items without deductions from the holdback monies, the Owner may apply sufficient monies from the holdback monies to the extent that the holdback monies are not required to satisfy lien claims.

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

5.5.1 Delete the word "Consultant" and substitute the words "Construction Manager", and, to the end of the sentence, add the words "in accordance with GC 5.2".

5.5.2 Delete entire clause and substitute the following:

After the receipt of the following from the Trade Contractor;

- .1 an application for payment, in accordance with GC 5.2, and
- .2 Provincial Statutory Declaration BC-1, and
- .3 Provincial Statutory Declaration BC-3 from each Trade Subcontractors, and
- .4 Statutory Declaration Statement of Claims BC-4, and
- .5 current Workers' Compensation Board Letter of Good Standing, and
- .6 the specified Operation & Maintenance Manuals, and
- .7 the specified Systems Demonstration video tapes, and
- .8 the specified As-Built Drawings, and
- .9 a receipt for the specified Maintenance Materials, signed by the Owner or Construction Manager. The Construction Manager will forward the application for payment to the Owner for payment in accordance with GC 5.2.

5.5.3 Delete this sentence entirely.

5.5.4 Between the first and second sentence, add the following:

The Trade Contractor shall be responsible for making application for payment in a timely manner to permit payment when due.

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

5.7.3 Delete and substitute:

When the Construction Manager and the Consultant find the Trade Contractor's application for final payment valid and submitted in accordance with GC 5.2, the Construction Manager will forward the application to the Owner for payment.

5.7.4 Delete the words "no later than 5 days after the issuance of a final certificate for payment" and substitute "net 30 days from invoice date, on a best effort basis".

#### **Add the following additional General Condition to the end of PART 5 PAYMENT**

#### **GC 5.10 RIGHT OF SET-OFF**

5.10.1 Without restricting any right of set-off given or implied by law the Owner may set-off against any amount payable under the Contract Documents to the Trade Contractor any amount payable to the Owner by the Trade Contractor.

#### **GC 6.2 CHANGE ORDER**

Add the following new clauses:

6.2.3 The value of a change shall be determined in one or more of the following methods:

- .1 by estimate and acceptance of a lump sum;
- .2 by unit prices set out in the Contract or subsequently agreed upon;
- .3 by time and material valuation plus Percentage Mark-ups as per GC 6.2.4;

6.2.4 The Percentage Mark-ups to be used in valuation of changes to the Work as defined in paragraph 6.2.3. are as follows;

- .1 Percentage Mark-up on Trade Contractor's own Work 10% overhead and profit combined.
- .2 Percentage Mark-up on Trade Subcontractors Work 5% overhead and profit combined.

Provided that when the changes to the Work occur, the Percentage Mark-up referred to above shall be calculated on the cost of the additional Work caused by the change minus the value of the Work deleted as a result of the change. If the effect of the change is a credit, the Percentage Mark-up referred to above shall not be applied.

6.2.5 For certainty, all *Change Orders* will be priced in accordance with GC 6.3.4.

### **GC 6.3 CHANGE DIRECTIVE**

Delete Clause 6.3.4.2, clause 6.3.4.12, clause 6.3.4.13, clause 6.3.4.15 and clause 6.3.4.17 in their entirety.

Add the following new Clause:

6.3.8 The Percentage Mark-ups to be used in valuation of changes to the Work as defined in paragraph 6.2.3. are as follows;

- .1 Percentage Mark-up on Trade Contractor's own Work 10% overhead and profit combined.
- .2 Percentage Mark-up on Trade Subcontractors Work 5% overhead and profit combined.

Provided that when the changes to the Work occur, the Percentage Mark-up referred to above shall be calculated on the cost of the additional Work caused by the change minus the value of the Work deleted as a result of the change. If the effect of the change is a credit, the Percentage Mark-up referred to above shall not be applied.

### **GC 6.5 DELAYS**

Add the following new clauses:

6.5.6 Any instruction which has the effect of stopping or delaying the Work must be made in writing by the Construction Manager or the Consultant.

6.5.7 In the event of a delay of the Work, the Trade Contractor shall be responsible for the care, maintenance and protection of the Work for the entire period of the shut down and shall be entitled to costs.

6.5.8 Time is of the essence of the Contract and the Trade Contractor acknowledges that the Owner will suffer damages in the event that the Work is not performed strictly in accordance with the construction schedule submitted under paragraph 3.5.1.1 or Substantial Performance of the Work is not attained by the date established therefore in Article A-1 The Work subject to extensions of time permitted under paragraphs 6.5.1, 6.5.2 and 6.5.3. Such damages may include without limitation loss of rental income, additional interest on financing and losses suffered as a result of the termination of leases by tenants. Accordingly, the Trade Contractor agrees to reimburse the Owner in full for all such damages as may be suffered by the Owner in the event that the Trade Contractor fails to perform the Work or attain Substantial Performance of the Work as aforesaid.

6.5.9 If the Trade Contractor is delayed in the execution of the Work for any reason other than for which an extension of time is permitted under paragraphs 6.5.1, 6.5.2 and 6.5.3 or if the Trade Contractor

fails to file written notice of a claim for extension as required under paragraph 6.5.4 or if the Trade Contractor does not perform the Work substantially in accordance with the construction schedule submitted under paragraph 3.5.1.1, the Trade Contractor shall take whatever measures are necessary at its own expense to attain Substantial Performance of the Work by the date set out in Article A-1 of the Agreement - THE WORK.

#### **GC 7.1 OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE THE CONTRACT**

Add the following:

- 7.1.7 In the event that the Work is taken out of the Trade Contractor's hands pursuant to Part 7 of the General Conditions - DEFAULT NOTICE, the Owner will, within net 30 days from the issuance of the Final Certificate of Payment or issuance of the default notice, pay to the Trade Contractor the amount, if payable to the Trade Contractor pursuant to the General Conditions.

#### **Add the following additional General Conditions to the end of PART 7 DEFAULT NOTICE**

#### **GC 7.3 SUSPENSION OF WORK BY THE OWNER**

- 7.3.1 The Owner may require the Trade Contractor to suspend execution of the Work either for a specified or unspecified period by giving written notice to that effect to the Trade Contractor.
- 7.3.2 The Trade Contractor, upon receiving notice of the Owner's requirement pursuant to paragraph 7.3.1, shall immediately suspend all operations except those which, in the Trade Contractor's opinion, are necessary for the care and preservation of the Work, the materials and plant. During the period of suspension the Trade Contractor shall remain responsible for the Work then in place, the materials and plant to the same extent as if there were no suspension.
- 7.3.3 During the period of suspension the Trade Contractor shall minimize the Trade Contractor's payroll costs and operating expenses and within fourteen (14) days of receipt of the notice of suspension deliver to the Owner a schedule of net expenses in respect of which the Trade Contractor claims to be reimbursed. The Trade Contractor shall not, during the period of suspension, remove from the site any part of the Work or any materials, plant or Products without the written consent of the Owner.
- 7.3.4 If the period of suspension is twenty (20) Working Days or less, the Trade Contractor, upon the expiration of the period of suspension, shall resume the execution of the Work and be entitled to the cost, calculated in accordance with GC 6.1 - CHANGES and GC 6.2 - CHANGE ORDER of any plant, labour and material necessarily involved in complying with the suspension notice, and the Contract Time shall be extended for a period of not less than the period of the suspension.
- 7.3.5 If the period of suspension is more than twenty (20) Working Days and if, upon the expiration of the period of suspension, the Owner and the Trade Contractor agree that the execution of the Work shall be completed by the Trade Contractor, the Trade Contractor shall resume operations and complete the execution of the Work in accordance with the Contract Documents modified by such terms and conditions, if any, agreed upon by the Owner and the Trade Contractor, and the Contract Time shall be extended to reflect the period of the suspension, but for a period not less than the period of the suspension.
- 7.3.6 If upon the expiration of a period of suspension of more than twenty (20) Working Days, the Owner and the Trade Contractor do not agree that the Work shall be completed by the Trade



Contractor or they are unable to agree upon the terms and conditions under which the Trade Contractor will complete the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC 7.4 - TERMINATION OF CONTRACT WITHOUT DEFAULT.

#### **GC 7.4 TERMINATION OF CONTRACT WITHOUT DEFAULT**

7.4.1 The Owner may for good and sufficient reasons terminate this Contract at any time upon written notice to the Trade Contractor, notwithstanding the fact that the Trade Contractor may not then be in default, in which event the Owner shall pay to the Trade Contractor either:

- .1 an amount equal to the Contract Price inclusive of approved Change Orders less payments previously made, or
- .2 an amount equal to the cost of doing the Work, less all payments previously made, including the substantiated, actual cost of all of the following:
  - .3 wages and benefits paid for labour in the direct employ of the Trade Contractor per the substantiated Base Cost of labour unless a salary or wage schedule has been agreed upon by the Owner and the Trade Contractor;
  - .4 contributions, assessments, or taxes incurred for such items as employment insurance, provincial health insurance, WorkSafe BC compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Trade Contractor and included in the cost of the Work as Provided in paragraphs 7.4.1.1;
  - .5 travel and subsistence expenses of the Trade Contractor's personnel described in paragraphs 7.4.1.1 or 7.4.1.2;
  - .6 the cost of all Products including cost of transportation thereof;
  - .7 the cost of materials, supplies, equipment, and hand tools not owned by the Workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the Trade Contractor;
  - .8 a sum to cover indirect expenses and overheads equal to TEN PERCENT (10%) of the aggregate of amounts payable under paragraphs 7.4.1.2.1, 7.4.1.2.3 and 7.4.1.2.4;
  - .9 a sum in lieu of profits equal to FIVE PERCENT (5%) of the aggregate of the amounts payable under 7.4.1.2.1 to 7.4.1.2.5;
  - .10 incremental rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or provided by the Trade Contractor or others;
  - .11 deposits lost;
  - .12 the amounts of all Subcontracts;
  - .13 the cost of quality assurance such as independent inspection and testing services;
  - .14 charges levied by authorities having jurisdiction at the Place of the Project;
  - .15 any adjustment in applicable taxes and duties for which the Trade Contractor is liable;

.16 the incremental cost of removal and disposal of waste Products and debris specifically generated by a Change Directive.

7.4.2 All materials referred to in GC 7.4.1.2.5 shall become the property of the Owner and the Trade Contractor shall take all steps reasonably required, including the execution of any documents, to protect the title of the Owner thereto. Any costs reasonably incurred by the Trade Contractor in taking steps to protect the title of the Owner should be paid as per provisions in 7.4.1.

7.4.3 Upon notice of termination, the Trade Contractor shall be released from their liability or obligation under the Contract Documents, save and except those liabilities or obligations applying to that portion of the Work completed prior to termination with respect to deficiencies and warranties.

#### **GC 7.5 CLAIMS AGAINST AND OBLIGATIONS OF THE TRADE CONTRACTOR**

7.5.3 The Trade Contractor will comply with all laws in force relating to payment periods, statutory holdbacks and creation and enforcement of lien rights.

7.5.4 The Trade Contractor will discharge all lawful obligations and will satisfy all lawful claims against the Trade Contractor arising out of the execution of the Work.

#### **GC 8.1 AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT**

Delete clause 8.1.2 in its entirety.

Renumber clause 8.1.3 as 8.1.2 and revise to read as follows:

8.1.2 If a dispute is not resolved promptly the Construction Manager's and/or the Consultant shall give such instructions as in the Construction Manager's and/or the Consultant's opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Trade Contractor costs incurred by the Trade Contractor in carrying out such instructions as defined in GC 6.3.2, 6.3.3 and 6.3.4, which the Trade Contractor was required to do beyond what the Contract Documents, correctly understood and interpreted, would have required, including costs resulting from interruption of the Work.

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

Delete all clauses in this section in their entirety and substitute the following:

8.2.1 A party shall be conclusively deemed to have accepted a finding of the Construction Manager and/or the Consultant under GC 2.2 - ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within ten (10) Working Days after receipt of that finding, the party sends a notice in writing of dispute to the other party and to the Construction Manager, which Contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a notice in writing of reply to the dispute within ten (10) Working Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents. If the responding party does not respond within ten (10) Working Days, the responding party shall be deemed to have accepted the finding of the Construction Manager and/or the Consultant under GC 2.2 - ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT.

- 8.2.2 The parties shall make all reasonable efforts to resolve their dispute by negotiations and agree to Provide, without prejudice, full and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.2.3 After a period of ten (10) Working Days following receipt of a responding party's notice in writing of reply under paragraph 8.2.1, the parties may agree to submit the dispute to mediation. If the parties agree to submit the dispute to mediation, a mediator shall be chosen who is mutually agreed to by the parties.
- 8.2.4 If a notice is not given pursuant to paragraph 8.2.3, the parties may refer the unresolved dispute to:
- .1 the courts; or
  - .2 any other form of dispute resolution which the circumstances may require.
- 8.2.5 If a dispute arises under the Contract in respect of a matter in which the Construction Manager and/or the Consultant have no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.2 –AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT, paragraphs 8.2.2 to 8.2.7, and in GC 8.3 –RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.2.6 Nothing in this part may be construed as a waiver of the remedies of a party under the Builders Lien Act.

**Add the following two new Section 9 General Conditions:**

**GC 9.4 MATERIALS AND PLANT BECOME PROPERTY OF THE OWNER**

- 9.4.1 All materials, Products and plant and the interest of the Trade Contractor in all licenses, powers and privileges acquired, used or Provided by the Trade Contractor for the Work shall from the time of being so acquired, used or Provided, become and are the property of the Owner for the purposes of the Work and shall continue to be the property of the Owner:
- .1 in the case of materials and Products, until the Owner indicates that it is satisfied that they will not be required for the Work; and
  - .2 in the case of plant, licenses, powers and rights, until the Owner indicates that it is satisfied that the interest vested in the Owner therein is no longer required for the purposes of the Work.
- 9.4.2 Materials or plant that are the property of the Owner by virtue of paragraph 9.4.1, shall not be taken away from the Place of the Project, or used or disposed of except for the purposes of the Work without the consent in writing of the Owner.
- 9.4.3 The Owner is not liable for loss or damage to materials or plant that are the property of the Owner by virtue of this General Condition and the Trade Contractor is liable for such loss or damage notwithstanding that the materials, Products or plant are the property of the Owner.

**GC 9.5 MATERIALS, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER**

- 9.5.1 The Trade Contractor is liable to the Owner for loss or damage to materials, plant, Products and real property supplied or made available by the Owner to the Trade Contractor for use in connection with the Work, excepting damage resulting from reasonable wear and tear and except where caused by the negligence of the Owner, its servants or agents.

9.5.2 The Trade Contractor shall keep written records of the materials, plant, Products and real property described in this GC 9.5 and will not use any of those items except for the purposes of the Work. Upon request and to the satisfaction of the Owner, the Trade Contractor shall show that the materials, plant, Products and real property to which this GC 9.5 applies are at a place and in a condition acceptable to the Owner.

9.5.3 Where the Trade Contractor has failed, within a reasonable time after being required in writing by the Owner to make good any loss or damage for which the Trade Contractor is liable under this GC 9.5, the Owner may cause that loss or damage to be made good. The Trade Contractor shall thereupon be liable to the Owner for the cost thereof and shall, upon written demand, pay to the Owner an amount equal to that cost.

#### **GC10.4 WORKSAFEBBC BC**

10.4.1 Insert "by the Trade Contractor and Trade Subcontractors" after "compliance" in the second line.

Add the following:

10.4.3 The Trade Contractor shall abide by and comply with all provisions of the Workers Compensation Act with respect to the performance of the Work and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under the said Act. The Trade Contractor shall ensure full compliance with the said Act by all Trade Subcontractors and other persons employed by the Trade Contractor or with whom the Trade Contractor may make any contract for the performance of any part of the Work. The Trade Contractor agrees to indemnify the Owner against all cost, loss, liability, obligation and lien which may arise as a consequence of any failure by the Trade Contractor or any Trade Subcontractor or other person fully to comply with the said Act. The Trade Contractor agrees immediately to qualify, and shall require all Trade Subcontractors to qualify, as an employer or employers under the said Act.

**Add the following new Section 10 General Condition**

#### **GC 10.5 SOCIAL SERVICES TAX**

10.5.1 Prior to commencing the Work, Substantial Performance and the issuance of the Final Certificate for Payment, the Trade Contractor shall Provide evidence of compliance with the Social Services Tax Act, R.S.B.C. 1996, c. 431 including payments due there under.

10.5.2 The Trade Contractor shall allow the Owner to conduct an audit of the British Columbia Ministry of Finance and Corporate Relations Consumer Database (or, if the Trade Contractor is not a British Columbia registered company, the equivalent in the Province in which the Trade Contractor is incorporated) in order to determine if the Trade Contractor is in compliance with the Social Services Tax Act, R.S.B.C. 1996, c. 431.

#### **GC 11.1 INSURANCE**

**Delete all clauses under this GC entirely and replace with the following:**

11.1.1 Without restricting the generality of GC 12.1 INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

**(a) Commercial General Liability Insurance**

1) The Owner shall Provide, maintain and pay for Commercial General Liability Insurance with a limit of Five Million Dollars (\$5,000,000.00), inclusive per occurrence, Three Million Dollars (\$3,000,000.00) Auto Insurance, Twenty Million Dollars (\$20,000,000.00) general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of Ten Million Dollars (\$10,000,000.00) annual aggregate.

2) The insurance shall cover the Owner, Construction Manager, Trade Contractors, Trade Subcontractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work but excluding Suppliers whose only function is to supply and/or transport Products to the Place of the Project. The insurance does not extend to any activities, Works, jobs, or undertakings of the Insured's other than those directly related to the Work of this Contract.

3) The insurance shall preclude subrogation claims by the insurer against anyone insured hereunder.

4) The insurance shall include coverage for:

- .01 Premises and Operations Liability;
- .02 Products or Completed Operations Liability;
- .03 Blanket Contractual Liability;
- .04 Cross Liability;
- .05 Elevator and Hoist Liability;
- .06 Contingent Employer's Liability;
- .07 Personal Injury Liability;
- .08 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .09 Liabilities with respect Non-Owned Licensed Vehicles; (\$5,000,000.00)
- .10 Road Form Property Damage;
- .11 Road Form Completed Operations;
- .12 Limited Pollution Liabilities (\$2,000,000.00);
- .13 Employees as Additional Insured's;
- .14 Broad Form Tenants Legal Liability (\$10,000,000.00); and
- .15 Operation of Attached Machinery.

5) Any applicable deductibles shall not exceed Ten Thousand Dollars (\$10,000.00) except with respect to loss or damage arising from hot roofing operations which will carry a deductible of Two Million Dollars (\$2,000,000.00). If the Project requires hot roofing work, the roofing Trade Contractor will provide, maintain and pay for a Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Owner shall be added as an additional insured. Such insurance shall include, but not be limited to:

- .01 Premises and Operations Liability;
- .02 Products and Completed Operations;
- .03 Owner's and Contractor's Protective Liability;
- .04 Blanket Written Contractual Liability;
- .05 Contingent Employer's Liability;
- .06 Personal Injury Liabilities;
- .07 Non-Owned Automobile Liabilities;
- .08 Cross Liability;
- .09 Employees as Additional Insureds; and
- .10 Broad Form Property Damage.

6) This insurance shall be maintained continuously from commencement of the Work until the date of final certificate for payment is issued or when the insured project is completed and accepted by or on behalf of the Owner, whichever occurs first, plus with respect to completed operations, cover a further period of twenty-four (24) months.

**(b) Course of Construction and Wrap-Up Liability Coverage**

1) The Owner shall provide, maintain and pay for Course of Construction and Wrap-Up Liability coverage, against "All Risks" of physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America, during construction, erection, installation and testing until completed and handed over and accepted by the Owner. Such insurance shall not include coverage for Trade Contractor's equipment of any description. There will be a deductible of Ten Thousand Dollars (\$10,000.00) for each and every occurrence except for the perils of flood which shall have a deductible of Twenty Five Thousand Dollars (\$25,000.00) and earthquake which shall have a ten percent (10%) (subject to minimum Two Hundred Fifty Thousand Dollars (\$250,000.00) deductible based upon completed values at time of loss.

2) The coverage shall include as a protected entity, each Trade Contractor or Trade Subcontractors, Construction Manager, Architect or Engineer for general liability losses only and not professional liability losses who is engaged in the Project.

3) The coverage will contain a waiver of the protection program's rights of subrogation against all protected entities except where a loss is deemed to have been caused by a resulting from any error in design or any other professional error or omission.

4) The Trade Contractor shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all laws and regulations in force respecting fires.

**(c) Automobile Liability Insurance**

The Trade Contractor shall Provide, maintain and pay for, and require all Trade Subcontractors to Provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence. The insurance shall

be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

**(d) Aircraft and Watercraft Liability Insurance**

The Trade Contractor shall Provide, maintain and pay for liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including aircraft passenger hazard where applicable. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

- 11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until the date of final certificate for payment.
- 11.1.3 The Owner shall, upon request, provide the Trade Contractor with proof of coverage and insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work.
- 11.1.4 The Trade Contractor and/or his Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.
- 11.1.5 The Trade Contractor shall Provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by insurance specified in this section.
- 11.1.6 The Trade Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Trade Contractor prior to the commencement of the Work in the form of a completed Certificate of Insurance.
- 11.1.7 The Owner shall not be responsible for any injury to the Trade Contractor's employees or for loss or damage to the Trade Contractors or to a Trade Contractor's employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time-to-time, or at the termination of the contract, be removed from the premises. The Trade Contractor hereby waives all rights of recourse against the Owner or any other contractor with regard to damage to the Trade Contractor's property.

**GC 11.2 BONDS**

- 11.2.1 Revise to read: "The Trade Contractor shall, prior to payment of any amounts due to the Trade Contractor under this agreement, provide to the Construction Manager any surety bonds required by the Contract".

**GC 12.1 INDEMNIFICATIONS**

Delete this section in its entirety and substitute the following:

- 12.1.1 Notwithstanding the provision of coverage and insurance by the Owner, the Trade Contractor will indemnify and save harmless the Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs 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 Trade Contractor or of any agent, employee, officer, director or Trade Subcontractors of the Trade Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the Owner.

12.1.2 GC 12.1 – INDEMNIFICATION shall govern over the provisions of paragraph 1.3 of GC 1.3 – RIGHTS AND REMEDIES or GC 9.2 – DAMAGES AND MUTUAL RESPONSIBILITY.

### **GC 12.2 WAIVERS OF CLAIMS**

Delete this section in its entirety.

### **GC 12.3 WARRANTY**

12.3.1 Delete entirely.

12.3.2 Delete entirely and substitute the following:

Other than with respect to the drawings and specifications prepared by the Trade Contractor or its consultants, if any, the Trade Contractor shall be responsible for the proper performance of the Work only to the extent that the design and Contract Documents permit such performance. The provisions of any special warranties set forth in the specifications are in addition to and not in substitution for the warranties set out in this GC12.3 - WARRANTY.

12.3.3 Delete entirely and substitute the following:

Subject to paragraph 12.3.2, the Trade Contractor shall correct or arrange for the correction promptly at its own expense of defects or deficiencies in the Work which appear prior to and during the period of one year from the date of Substantial Performance of the Work or such longer periods as may be prescribed by the specifications for certain Products or parts of the Work. The Trade Contractor further agrees to correct or arrange for the correction promptly at its own expense of defects or deficiencies in the Work corrected under this paragraph 12.3.3 which appear during the period of one year from the date of completion of the correction or such longer periods as may be prescribed in the specifications for certain Products or parts of the Work.

Add the following new clauses:

12.3.6 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.

12.3.7 The Trade Contractor warrants that the Work will be constructed in a workmanlike manner and in accordance with the Contract Documents and will be free of all structural defects.

12.3.8 The Trade Contractor will assign to the Owner the benefit of all warranties which the Trade Contractor obtains from Trade Subcontractors and Suppliers to the extent that such warranties are not issued directly to the Owner.

12.3.9 Neither test results, nor selection or approval by the Owner or the Consultant of testing entities, nor payment by the Owner of testing entities, shall relieve the Trade Contractor of its responsibility for the quality, accuracy, sufficiency, completeness and performance of the Work in accordance with the Contract Documents.

**Add the following new PARTS 13, 14 and 15:**

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



## **GC 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, R.S.B.C. 1996, c.165.

## **PART 14 CONFIDENTIALITY**

### **GC 14.1 CONFIDENTIALITY**

- 14.1.1 Except as provided for by law or otherwise by this agreement, the Owner and the Trade Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Owner and the Trade Contractor as a result of the provision of the Goods or performance of the Services and this agreement, 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 agreement, except as reasonably required to provide the Goods or complete the Services.
- 14.1.2 The Trade Contractor acknowledge that the Owner is subject to the *Freedom of Information and Protection of Privacy Act* and agrees to any disclosure of information by the Owner required by law
- 14.1.3 The Trade Contractor agrees to return to the Owner all of the Owner's property at the completion of this agreement, including any and all copies or originals of reports provided by the Owner.
- 14.1.4 The Trade Contractor shall not publish any statement, paper photograph or document or hold any ceremony with respect to the Contract of the Work performed under the Contract without the prior written approval of the Owner.

## **PART 15 SEVERABILITY**

### **GC 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.

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:**    **DESIGN ASSIST, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MOVEABLE FLOOR AND BULKHEADS FOR GRANDVIEW HEIGHTS AQUATIC COMPLEX & GUILDFORD INDOOR POOL**

**Reference No.:**        **1220-030-2012-054**

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

TO:

City Representative:        Kam Grewal, CMA, BBA, Corporate Audit Manager,  
   *Acting* Purchasing and Accounts Payable Manager

Address:                      City of Surrey, City Operations Works Yard,  
   Purchasing Section, 1<sup>st</sup> Floor  
   6645-148 Street, Surrey, BC V3S 3C7

Dear Sir:

**1.0**     **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 Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

**2.0**     **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1     Statement of Departures;
- Schedule C-2     Proponent’s Experience, Reputation and Resources;
- Schedule C-3     Proponent’s Technical Proposal (Services & Work);
- Schedule C-4     Proponent’s Technical Proposal (Schedule);
- Schedule C-5     Proponent’s Financial Proposal;
- Schedule C-5-1   Proponent’s Financial Proposal – Guildford Indoor Pool; and
- Schedule C-5-2   Proponent’s Financial Proposal – Grandview Heights Aquatic Complex.

**3.0** The City has full right to assign contract entered into by the City relating to the Services. The City anticipates to assign the contract to the General Contractor in the first quarter of 2013, in this case the CCA 17 - 1996 contract will be converted to CCA 1-2001. **We acknowledge the City's intent described above.**

**4.0 I/We confirm** that this Proposal is accurate and true to best of my/our knowledge.

**5.0 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.

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

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the Supplementary General Conditions CCA17-1996 & CCA 1 - 2008. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the Supplementary General Conditions CCA17-1996 amended by the following departures (list, if any):

<b>Section</b>	<b>Departure / Alternative</b>

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
- b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's web site at [www.surrey.ca](http://www.surrey.ca).
- d) City of Surrey business license;
- e) If the Proponent's Goods and Services are subject to HST, the Proponent's HST Number is \_\_\_\_\_; and
- f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
----------------	--

_____	_____
_____	_____

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

**SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of branches, background, stability, structure of the Proponent;
- (ii) Proponent's relevant experience and qualifications in delivering the Services by providing a summary of projects completed within the past five (5) years that are similar in nature and scope of this RFP. The following information should be included:
  - Name, nature, and location of project and the project owner;
  - Project start date and completion date;
  - Total Cost of the Proponent's work upon completion;
  - Proponent's status/scope of involvement on project;
  - Description of the Services (Work) carried out by the Proponent;
  - Performance record, including compliance with schedule, extent of deficiencies,
  - Warranty record, reliability, failures, successes, etc. as applicable.
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment servicing resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three owner and/or operator references from similar projects, completing a similar scope of work;
- (vi) the Proponent's team will identify the project manager responsible for performing the duties and obligations as defined in the RFP;
- (vii) List of Subcontractors and Suppliers: Proponent is to identify any scopes of Services (Work) that are to be sub contracted, and name the subcontractor proposed to undertake a portion of the Services:

<b>Subcontracted Scope</b>	<b>% of Services (Work)</b>	<b>Named Subcontractor/Named Supplier</b>	<b>Address/Telephone Number/Email Address</b>

Note: The Contractor shall not remove, replace or reassign any proposed subcontractor, nor make or agree to any material amendment to such proposed subcontractor's scope of Services (Work), without the prior written approval of the City, which shall not be unreasonably withheld.

**SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES & WORK)**

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

**Refer to Performance Specifications, Appendix 1 & 2**

**SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (SCHEDULE)**

Proponents should provide a detailed 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).

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 date of **July 31, 2014** at the most economical project cost.

The schedule should indicate dates of commencement, duration for the following key activities:

- Design assist, engineering, coordination, preparation of shop drawings and submittals;
- Review and approval for fabrication;
- Fabrication;
- Delivery of equipment and material to site;
- Installation;
- Testing and Commissioning; and
- Final demonstration and handover.

MILESTONE DATES \_\_\_\_\_

ACTIVITY	SCHEDULE (WEEKS)									
	1	2	3	4	5	6	7	8	9	10



**SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

The Proponent offers to supply to the City of Surrey the Goods and Services commencing on or before **October 22, 2012** with total completion on **July 31, 2014** for the prices plus applicable taxes as follows:

**Price Summary Sheet**

#	DESCRIPTION	AMOUNT
A	Separate Maximum Guaranteed Price – Guildford Indoor Pool (Schedule C-5-1).	\$ _____
B	Separate Maximum Guaranteed Price – Grandview Heights Aquatic Complex (Schedule C-5-2).	\$ _____
C	Sub-total (A + B):	\$ _____
D	HST (12%):	\$ _____
E	<b>Total Maximum Guaranteed Price, including HST:</b>  <b>(Sum C + D):</b>	\$ _____

**Notes:**

- 1) The Separate Prices indicated above for each Aquatic Complex are based on the City awarding one Aquatic Complex as a single Contract to the Proponent.
- 2) Proponents are to indicate below, the savings (or extra cost, as the case may be) offered to the City should the City choose to award both Aquatic Complexes (Guildford Indoor Pool and Grandview Heights Aquatic Complex), to the Proponent as a single Contract.

**a) Price adjustment – Both Aquatic Complexes (credit or extra cost)**

Credit	\$ [	]
Extra Cost	\$ [	]

- 3) Where there is a conflict between the total amount entered above and the correct addition of the lump sum prices, provisional sums and correct extensions of the approximate quantities and unit prices entered in the following Schedule C-5-1 and Schedule C-5-2, the correct addition takes precedence.

**SCHEDULE C-5-1**

**PROPONENT'S FINANCIAL PROPOSAL – GUILDFORD INDOOR POOL**

Item #	Description	Quantity	U/M	Unit Price	Amount
1.	<b>Bulkhead #1 (at shallow end)</b>				
1.1	Labour	_____	_____	\$ _____	\$ _____
1.2	Materials	_____	_____	\$ _____	\$ _____
2.	<b>Bulkhead #2 (at deep end)</b>				
2.1	Labour	_____	_____	\$ _____	\$ _____
2.2	Materials	_____	_____	\$ _____	\$ _____
3.	<b>Moveable Floor</b>				
3.1	Labour	_____	_____	\$ _____	\$ _____
3.2	Materials	_____	_____	\$ _____	\$ _____
	<b>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</b>				
	<b>CURRENCY: Canadian</b>				

**Guildford Indoor Pool Total: \$ \_\_\_\_\_**

(Carry Forward to Price Summary Sheet)

**SCHEDULE C-5-2**

**PROPONENT'S FINANCIAL PROPOSAL – GRANDVIEW HEIGHTS AQUATIC COMPLEX**

Item #	Description	Quantity	U/M	Unit Price	Amount
1.	<b>Bulkhead #1 (at shallow end)</b>				
1.1	Labour	_____	_____	\$ _____	\$ _____
1.2	Materials	_____	_____	\$ _____	\$ _____
2.	<b>Bulkhead #2 (at deep end)</b>				
2.1	Labour	_____	_____	\$ _____	\$ _____
2.2	Materials	_____	_____	\$ _____	\$ _____
3.	<b>Moveable Floor</b>				
3.1	Labour	_____	_____	\$ _____	\$ _____
3.2	Materials	_____	_____	\$ _____	\$ _____
	<b>Note: Overheads, General Conditions and Profit are to be included in the above amounts.</b>				
	<b>CURRENCY: Canadian</b>				

**Grandview Heights Aquatic Complex Total: \$ \_\_\_\_\_**

(Carry Forward to Price Summary Sheet)