



Request for Tender
General Contractor
Lakelse Avenue Canopy Removal
Tender #: DS-0016
August 15, 2023



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1. INTRODUCTION

The **City of Terrace Lakelse Avenue Canopy Removal** (“the Project”) is the removal of the canopy structure attached to 15 buildings along the north and south sides of Lakelse Avenue between Emerson St. and Kalum St. The Project also includes any repairs to the facades of buildings after the canopy removal. **Substantial Performance of this Project must be achieved by Fall 2023.**

1.1 Purpose

The purpose of this Request for Tender (RFT) is to invite General Contractor (GC) firms (Proponents), with a successful track record of providing construction services in the Region, to submit a bid for the provision of completing the works as identified in the Scope of Services.

2. PROJECT OVERVIEW

2.1 Project Background

The City of Terrace has been reviewing the removal of the Lakelse Ave. Canopy for several years and is now able to move forward with its removal and the repair of the façades of the buildings that it is attached to. The canopy itself is a structure that is affixed to the adjacent buildings for support. The project will proceed in two phases; the first phase being the removal of the canopy and inspection of the buildings, and the second phase will be the repair of any facades that require it after the removal.

The City is looking to complete this project by the fall of 2023. All working hours will need to be in line with the Cities bylaws, and care will need to be taken to ensure that business operating hours are not impacted during the construction. The selected Proponent will need to ensure that the safety of Residents, Workers, and Business Customers is ensured during all removal and repair works.

2.2 Project Implementation

The successful Proponent will be required to provide a schedule for the Project that demonstrates a fall 2023 completion date, as well as a project plan that describes how business operating hours will not be impacted during construction.

2.3 Method of Construction

Construction will be implemented by means of a Stipulated Price Construction Contract (CCDC-2 2020) for the removal of the Canopy and review of damages to the adjacent buildings. The repair of the buildings will be completed under a cost plus 10% change order.

3. SCOPE OF SERVICES

The successful Proponent will be required to provide General Contractor services for the delivery of the Project as generally described in this section. The scope of services is further augmented by the items noted in this Request for Tender. This includes all services as listed including, but not limited to, pre-construction services, construction services and post-construction services.

The City of Terrace will process any demolition and building permits that are required for this project in review with the selected Proponent.

3.1 Scope

The selected Proponent will be required to remove the existing canopy structure from the north and south sides of Lakelse Avenue between Emerson St. and Kalum St. The canopy measures approximately 240m long, is self-supported by posts mounted into the pedestrian walkway, and is affixed to the facades of the buildings adjacent to it. It is the selected Proponents responsibility to ensure Business operating hours are not impacted by construction. This project will be competed in two phases; the first being the removal of the existing canopy and inspection of the building facades, the second is the repair of building facades.

Phase 1 is to include:

- Removal of the existing canopy structure while ensuring no disruption to business operating hours.
- Disposal of all demolition debris.
- Termination of electrical cables from canopy.
- Inspection of buildings for repair with a City Representative.
- Temporary weather proofing or covering of areas to be repaired until a repair change order is issued as needed.
- Repair of all concrete and interlock stone walkways.
- Restoration of all properties affected by construction works.

Phase 2 is to include:

- Design of façade repairs if required.
- Repair of all building facades as agreed by the City.
- Re-Installation of business signage.

In addition, the City would like the Proponents to provide the value-add pricing to install a junction box onto the building exteriors where the electrical needs to be terminated in order to allow for the future installation of lighting on to the buildings. This will be one junction box per store front.

3.2 General Contractor Reporting

During construction it is The City of Terrace's expectation that there will be detailed weekly photo reports submitted by the General Contractor. In addition to the weekly reporting, the Proponent will be required to set up meetings with City Officials to review building facades as portions of the canopy are removed. The City wants to ensure that areas requiring temporary weather proofing or patching are inspected before being covered, while inspecting as many buildings as possible to ensure an efficient process is maintained. Multiple inspections will allow for the review and development of the repair scope while demolition is still occurring on the remainder of the canopy. It is expected that there will be a minimum of 1 inspection per week for repair scope development.

3.3 Work Hours

Successful Proponent will be allowed to carry out construction work in the designated space in accordance with Bylaw No. 2100-2016 from 07:00AM to 20:00PM, Monday through Saturday.

4. BID PREPARATION AND SUBMISSION

This Section 4 sets out the expectations of The City in relation to the preparation and submission of Bids and related procedures which are to be followed by all Proponents. Proponents are cautioned to carefully read and address the expectations in this RFT, as any deviation may cause The City to reject their Bids.

4.1 RFT Schedule

The following schedule indicates the intended timelines for the procurement of the successful Proponent for the Project:

Milestone	Date
Issue Tender	August 15, 2023
RFT information session (recommended)	August 21, 2023 @ 2pm PST
Deadline for submitting questions	August 23, 2023 @ 2pm PST
Final date of questions answered	August 24, 2023
Receive submissions (tender closing)	August 29, 2023 @ 2pm PST

The City reserves the right to amend the above schedule to best meet its needs and obligations.

4.2 Bids Submission

All responses to this RFT (Bids) must be submitted online through BC Bid.

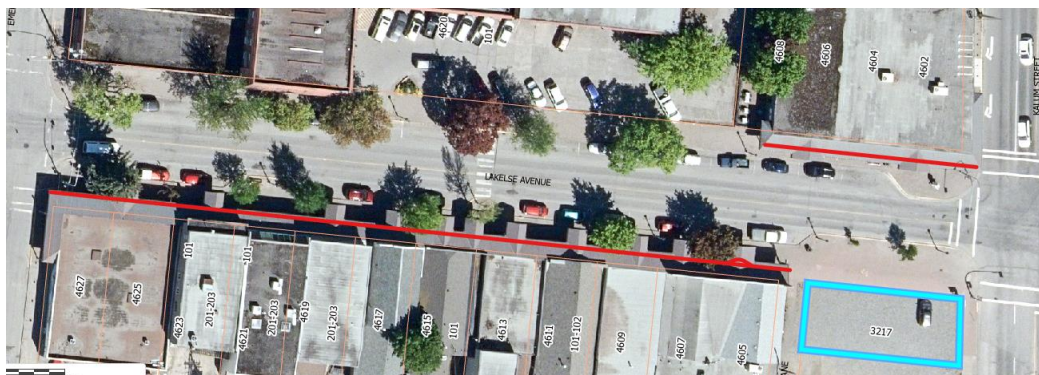
4.3 Bid Bonds

The Proponent is to ensure that the Bid Form submission is accompanied by a Bid Bond in the amount of five percent (5%) of the Bid Price. Certified cheques and guaranteed letters of credit will be accepted. The Proponent is to ensure that the Bid Bond is issued on a CCDC 220 Bid Bond form or other form approved by the Surety Association of Canada.

If a successful bidder declines to enter into a Contract within the period set out in the Bid Form, or a further agreed period of time, the principal and surety will be required to pay to CNC a sum equivalent to the difference between the principal's bid and the accepted bid or five percent (5%) of the principal's bid, whichever is the lesser.

4.4 RFT Information Session

An information session will be held on site on Friday, August 21, 2023 at 1:00 PM PST. The purpose of the information session will be for the City to provide an overview of the construction space, intent and invite questions that Proponents may have about the Project. All questions will be compiled and distributed on BC Bid. Attendance by Proponents is optional, however strongly recommended. Proponents are to meet at the vacant lot at 3217 Kalum St. to sign in prior to the meeting beginning, as highlighted in blue in the photo below.



4.5 Closing Time

All Bids to be submitted online through BC Bid on or before the **Closing Time of 2:00:00 PM**, as shown on the clock of The Cities Procurement Services office on **Tuesday, August 29, 2023**. No other submission methods will be allowed.

It is the responsibility of the Proponent to allow sufficient time for uploading Bid by the Closing Time.

Bids sent via post, hand delivery, facsimile, or other means of electronic transmission will NOT be accepted.

4.6 Rejection

Bids will be disqualified if they are:

- (a) Contain copies of Reference Documents which have been altered contrary to Section 5.11;
- (b) Received by The Cities Procurement Services after the Closing Time;
- (c) Received without the completed Stipulated Bid Form annexed hereto as Appendix A;
- (d) Received with a partially completed Stipulated Bid Form annexed hereto as Appendix A; or
- (e) Not duly signed by an authorized officer of the Proponent.

4.7 Questions Arising from the RFT Process

Information with respect to The Cities project, obtained from any source other than The Cities Procurement Services, is not official and may be inaccurate. If a Proponent believes that it has questions that are important to its RFT, such Proponent should submit their questions through BC Bid by **2:00 PM, Wednesday, August 23, 2023**. The City will endeavor to provide a response to any Proponent who has submitted a question in accordance with Section 4.1 RFT Schedule. The City will post a copy of the question and The Cities response via an addendum on BC Bid. It is the sole responsibility of the Proponent to check for addenda and amendments on BC Bid.

4.8 Revisions of Bids

Up to the Closing Time, Bids may be amended or withdrawn online through the [tender application] portal. Thereafter, a Bid cannot be amended.

4.9 Additional Information

Bids may contain such information as the Proponent deems relevant, whether or not specifically requested by this Tender.

4.10 Opening of Bids

A public opening of Bids will not occur. Opening of Bids will be by The Cities Procurement staff and may include other City employees or consultants that are directly involved with the RFT process or Project. Bids which are not disqualified pursuant to Section 4.6 will be forwarded immediately to the Evaluation Team for evaluation.

5. GENERAL TERMS AND CONDITIONS

5.1 Currency

All prices are to be in Canadian funds, all taxes extra.

5.2 Ownership of Bids and Freedom of Information

The City acknowledges there may be commercial information and design innovation and know-how which forms part of a Bid and, subject to this Section 5.2, The City agrees to hold such information in strictest confidence. After acceptance of a Bid, the material contained in the successful Bid will be incorporated, as applicable, into the Contract. The City will have the right to use such material in the future, in any way that The City may choose in relation to the Project. The City will require the successful Proponent to assign to The City a license to use any copyrighted items produced or provided by the Proponent for whatever purpose The City requires them to be used in relation to the Project.



All documents submitted become the property of The City. Proponents are advised that the information contained in Bid and subsequent Contract documents may be subject to access under provisions of the *Freedom of Information and Privacy Act* (British Columbia).

5.3 Notification of Changes/Addenda

The City reserves the right to issue Tender addenda at any time and from time to time up until **5:00 PM, Wednesday, August 24, 2023**, with respect to anything contained in the RFT, and reserves the right to issue addenda extending the Closing Time but not otherwise amending this RFT, up to and including the Closing Time. It will be the duty of each Proponent to ensure that all addenda have been obtained. The City will post addenda on BC Bid. It is the sole responsibility of the Proponent to check for addenda and amendments on the BC Bid website. Acknowledgement is hereby made of receipt and inclusion of the addenda to the Bid Form.

5.4 Validity of Bids

All Bids must remain valid and open for acceptance for a period of 60 consecutive days from the Closing Time.

5.5 Proponents' Experience Requirements

The City reserves the right to disqualify from the RFT process any Proponent which has previously failed to complete its obligations under any prior contract with The City or which has any affiliate, shareholder, member, director or officer who or which has failed to complete their respective obligations under any prior contract with The City.

5.6 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Bid. In no event will The City be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its Bid or lost profits claimed or by reason of such Proponent not having the opportunity to enter into a Contract with The City or by reason of The City terminating any Contract when permitted to do so.

5.7 Limitations of Damages and Other Remedies

In the event that, notwithstanding Section 5.8 a Proponent is entitled to make a claim against The City in relation to this RFT for whatever reason, in no event will the Proponent be entitled to recover an amount in excess of the reasonable costs incurred by the Proponent in preparing its Bid, or if a Proponent is accepted as the preferred Proponent, such Proponent's reasonable costs of negotiating the Contract. The Proponent, by submitting a Bid, waives any claim for loss of profits if no Contract is made with the Proponent for any reason whatsoever or such Contract is terminated as permitted by this RFT.

In the event that a Proponent disputes the selection of another Proponent by The City as the party with whom The City will negotiate the Contract or the award of the Contract to another Proponent, such dispute will not prevent The City from proceeding with negotiation and finalization of the Contract with the successful Proponent, nor will the dispute prevent The City from proceeding to implement the Contract with such successful Proponent. The Proponent agrees that in no event will any dispute by any Proponent delay the Project.

5.8 Acceptance of Bids

This RFT will not be construed as a contract to purchase services. The City is not bound to accept the lowest price nor is The City obligated to accept any Bid. Bids will not only be assessed in light of the evaluation criteria, outlined in **9.0 Evaluation Criteria and Procedures** but will also be evaluated in light of the funding available to The City to complete the Project and The City's sole discretion.

Subsequent to the submission of Bids, meetings and discussions may be undertaken with any or all Proponents who have submitted Bids, but The City will be under no obligation to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Bids received. The City will not be obligated in any manner to any Proponent pursuant to this RFT until a written agreement has been executed relating to an approved Bid.

5.9 Change in Scope

The City reserves the right to issue addenda modifying the terms of this RFT at any time, up to and including timing identified in Section 5.3, in The City's unfettered discretion, and in particular, The City reserves the right, without invalidating the RFT, to alter, add to, or deduct from the Services described in this RFT. Such changes will be advised in writing by The City to the Proponents and the impact of any such changes must be addressed in each Proponent's Bid. Subsequent to the appointment by The City of the preferred Proponent of the Services, The City reserves the right to alter, add to, or deduct from the Services as set out in such Proponents Bid, and the impact of any such changes will be addressed in the Contract, as negotiated and settled between such preferred Proponent and The City.

5.10 Assignment of Contract

No Proponent will have any rights pursuant to this RFT or by virtue of having its Bid accepted which are capable of transfer or assignment to any person. The Contract will contain provisions pursuant to which the Contract cannot be transferred or assigned without the consent of The City, in its unfettered discretion. The Contract will limit the subcontracting of Services without the prior written consent of The City, not to be unreasonably withheld.

5.11 Acceptance of Terms

By submitting a Bid, a Proponent will be deemed to have accepted all of the terms and conditions of this RFT. Any terms and conditions contained within a Bid which are inconsistent with this RFT will not be binding upon The City, even if such Bid is accepted by The City, unless The City expressly agrees to the contrary at the time of acceptance.

5.12 Termination

The City may terminate the Contract with the Proponent at any time if, the Proponent becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed.

The City may terminate the Contract in whole or in part if the Proponent defaults in the fulfillment of any or all of its obligations under the Contract provided that; except in the case where The City acting reasonably deems it impractical, the Proponent shall be entitled to cure the default within a 30 day period or as mutually extended by agreement between The City and the Proponent, shall entitle The City to terminate the contract immediately.

In the event that The City does terminate the Contract in whole or in part as specified above, The City may procure items or services similar to those so terminated and the Proponent may be liable to The City for any excess costs for such similar items or services.

Notwithstanding the provisions specified above, The City shall be entitled at any time during the Contract to terminate the Contract upon written notice to the Proponent. Upon receipt of written notice of termination, the Proponent shall discontinue providing the services in accordance with the notice.

5.13 Governing Law

The Agreement will be construed under and according to the laws of the Province of British Columbia the parties irrevocably submit to the jurisdiction of the Courts of the Province of British Columbia.

5.14 Internal Complaint Process

Procurement Services will follow the formal protest hearing process for any complaints which may be filed in accordance with the Canadian Free Trade Agreement. In no event will any complaint delay the negotiation of the Contract with the Proponent selected by The City.

5.15 No Partnership or Agency

In no event will a Proponent be a partner or agent of The City. The relationship of The City and the Proponent will be that of independently contracting parties and subject to the limitations set out in the Contract.

6. CONFIDENTIALITY AND SECURITY

6.1 Non-Disclosure

Neither this RFT nor any portion hereof nor any portion of the Reference Documents, will be used by the Proponent for any purpose other than the submission of Bids. Information pertaining to The City obtained by the Proponent as a result of participation in this project is confidential and will not be disclosed without written authorization from The City, as applicable. Proponents will not confer with each other in relation to this RFT or any Bid which they may make.

6.2 Security Standards

The Proponent must maintain security standards consistent with security policies of the Government of British Columbia. These include, but are not limited to, strict control of access to data and maintaining confidentiality of information gained while making this RFT, negotiating a Contract and carrying out the Services.

6.3 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with The City or any known participants in the projects.

6.4 No Lobbying

Until The City announces the preferred Proponent for this RFT, Proponents must not attempt to communicate directly or indirectly with any employee, contractor, consultant or representative of The City, including the Evaluation Team or with any elected officials of the Province or any person known by the Proponent to be on the Evaluation Team, other than The Cities Purchasing Analyst, Procurement Services without the written consent of such Purchasing Analyst. In this regard, all contractual or specification inquiries must be submitted electronically through BC Bid. The City reserves the right to disqualify any Proponent from submitting a Bid if such Proponent fails to adhere to the provisions of this Section 6.4. Under no circumstance will a Proponent communicate with members of the public or the media about The Cities Project, a Bid or a Contract, other than as expressly directed or permitted by The City.

6.5 Disqualification

Any disclosure by a Proponent contrary to Section 6 of this Tender will entitle The City to disqualify the offending Proponent from the Tender process and any future business dealings with The City.

7. LICENSING, LAW, PERMITS AND TAXES

7.1 Legal Compliance

The Proponent will comply with all applicable federal, provincial and municipal laws and regulations relating to the Services and will pay for all permits and certificates required in the performance of the Services.

7.2 Licensing

The Proponent must be licensed to perform the Services under all applicable acts and regulations of the Province of British Columbia. Licenses must be in good standing throughout the duration of the Contract. Failure to maintain licenses and qualifications will constitute a breach of the Contract.

7.3 Respectful Workplace

The City has a Respectful Workplace policy and Proponents must perform all work following these guidelines in addition to all applicable laws.

8. INSURANCE

8.1 Proponent’s Insurance Coverage

Refer to Appendix C – Construction for the Proponent’s Insurance Coverage requirements while providing “services” to The City under the CCDC-2 Supplementary Conditions for the Proponent’s Insurance Coverage requirements when delivering “the work” to The City.

Evidence of insurance in such form as may be required will be lodged with The City prior to the commencement of any of the Proponent’s services.

Any liability of the Proponent under the Contract will not be affected by the provisions of this Section 8.

8.2 The Cities Insurance Coverage

Refer to Appendix C – Construction Contract for The Cities Insurance Coverage requirements while providing “services” to The City under the CCDC-2 and Supplementary Conditions for the Proponent’s Insurance Coverage requirements when delivering “the work” to The City.

The Proponent and the Proponent’s sub-contractors will observe or cause to be observed, the terms, conditions and exclusions of The Cities coverage and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Proponent or any sub-contractor.

Certificates evidencing The Cities insurance may be obtained upon request to The City .

8.3 Loss

In the event of loss, the Proponent will immediately notify The City with full details of the incident. The Proponent will act in the best interests of The City and any adjustment of the loss with Insurers and repairs will be carried out subject to the instructions of The City. The Proponent will be entitled to such reasonable extension of time for completion of their services at The Cities sole discretion.

8.4 Indemnity

Notwithstanding the provision of insurance coverage by The City, the Proponent hereby agrees to indemnify and save harmless The City, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “claims”) that The City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Proponent or the Proponents sub-consultants, servants, agents or employees, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of The City, its other consultants, assigns and authorized representatives or any other person.

9. EVALUATION CRITERIA AND PROCEDURES

9.1 Evaluation Team

The City has established an evaluation team (the “Evaluation Team”) to review the bids received. The Evaluation Team will be comprised of such individuals as The City, in The Cities unfettered discretion, deems appropriate to evaluate the RFT in light of The Cities interests and the terms of this RFT.

9.2 Bids Evaluation

Bids will be evaluated on lumpsum pricing.



9.3 Award by The City

The City reserves the right to award a Contract(s) for the Services in whole or in part. The lowest priced Bid for the Services will be accepted. In the event that no Bid is received by The City which is acceptable to The City, in The Cities unfettered discretion, The City reserves the right to:

- (1) Call for new Bids based on revised scope, or
- (2) Negotiate an agreement for the delivery of all or part of the Services on a sole source basis, or
- (3) Discontinue the Tender process and its efforts to identify a suitable Proponent, or
- (4) Take such other action as The City, in The Cities unfettered discretion, deems appropriate.

9.4 Negotiation of Contract

Notice in writing to a Proponent of the acceptance of its Bid by The City will not bind The City to retain the Proponent to perform the Services but will only bind The City to negotiate in good faith the terms and conditions of the Contract upon which the services will be performed by the Proponent. Any Bid of a Proponent which is accepted by The City will serve as the basis for negotiations of a Contract for provision of the services by the Proponent, but The City will not be bound to agree to any term or condition which may be contained in such Bid. No Proponent will acquire any legal or equitable rights or privileges with respect to the provision of the Services to The City until a Contract has been signed and delivered by both the Proponent and The City.

9.5 Negotiation Delay

If a Contract is not settled between The City and any Proponent approved to deliver the Services by The City within 30 days of notification of approval, The City may, in its sole discretion, terminate negotiations with that Proponent and negotiate an agreement with another Proponent of its choice or take any of the other actions set out in Section 11.4.

END OF REQUEST FOR TENDER



APPENDIX A
STIPULATED PRICE BID FORM

Project/Contract Name: Lakelse Avenue Canopy Removal

Project/Contract Number: DS-0016

From (Bidder):

Bidder Contact Name

Company Name

_____ *str*
reet address or postal box

city/town, province & postal code

Bidder contact number(s): _____

To (Owner):

We, the undersigned, having examined the Bid Documents for the above named project/contract, including Addendum Number(s) _____, and being familiar with the site and existing conditions, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated bid price of:

\$ _____
amount in writing

_____ in Canadian dollars, excluding Value Added Taxes.

\$ _____
amount in figures





Value Add Price:

\$ _____ in Canadian dollars, excluding Value Added Taxes.
amount in figures

We, undersigned, declared that:

- (a) We agree to attain Substantial Performance of the Work within *(Contractor to fill in)* _____ weeks after receiving notice of contract award and the contract time noted herein WILL NOT be taken into account by the Owner in awarding the contract. The date of contract award shall be the date the letter of award is sent to the bidder.
- (b) We have arrived at this bid without collusion with any competitor,
- (c) This bid is open to acceptance by the Owner for a period of 60 days from the date to bid closing, and
- (d) All bid form supplements called for by the Bid Document form an integral part of the bid.

Signatures:

Signed and submitted by:

company name

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of witness

Dated this _____ day of _____, 20_____



SCHEDULE A – LIST OF SUBCONTRACTORS

Project/Contract Name: Lakelse Avenue Canopy Removal

Project/Contract Number: DS-0016

From (Bidder): _____
company Name

We, the above named bidder, propose to use the above named project/contract Subcontractors named below:

Item of work	Name of Subcontractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SCHEDULE A

Signature of authorized signing officer

APPENDIX B

RFT Terminology and Interpretation

Throughout this RFT, terminology is used as follows:

- (a) “Stipulated Price Bid Form” means the Stipulated Price Bid Form at Appendix A of this RFT which must be submitted by each Proponent which wishes to submit a Bid.
- (b) “The City” means The City of Terrace, British Columbia.
- (c) “Closing Time” means “insert time and date”
- (d) “Contract” means the written agreement between The City and the Proponent which is selected by The City to provide the Services as contemplated by this RFT.
- (e) “Evaluation Team” has the meaning set out in Section 9.1 of this RFT.
- (f) “Bid” means a Bid document to provide the Services made by a Proponent to The City in response to this RFT.
- (g) “Reference Documents” means the documents provided by The City to the Proponents for their information and to assist the Proponents in preparing their Bids.
- (h) “Services” means the services to be rendered by the Proponent as agreed between the Proponent and The City in the Contract. It is expected that the Services will correspond with requirements set out in 3.0 Scope of Services. Proponent will set out the scope, terms and condition of upon which the Proponent proposes to deliver the Services in the Proponent’s Bid.
- (i) “Proponent” means an individual or firm which provides General Contactor Services in good standing who or which submits, or intends to submit, a Bid in response to this RFT.
- (j) The terms “must”, “mandatory” or “required” mean a requirement stipulated for all Bids in this RFT which must be met in order for any Bid to be considered by The City.
- (k) The terms “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFT.

APPENDIX C

CONSTRUCTION CONTRACT

The Construction Contract is based on the provisions of the standard form of construction document known as CCDC-2 (2008) as amended by the Supplementary General Conditions below.

SUPPLEMENTARY GENERAL CONDITIONS

The Standard Construction Document CCDC-2 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

Item	<i>Supplementary Condition</i>
SC 1	<p><u>Add new paragraph 3.1.4:</u></p> <p>3.1.4 The <i>Contractor</i> shall at all times perform the services required hereunder as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the <i>Work</i>, and in accordance with the <i>Contract Time</i> and any revisions thereto, in order to maintain the desired development and construction schedule for the <i>Project</i>, and in order not to delay the <i>Work</i> or any project. The <i>Contractor</i> shall at all times provide sufficient personnel to accomplish its services within the time limits required by the <i>Owner</i>.</p>
SC 2	<p><u>Add the following at the beginning of subparagraph 3.4.1.4:</u></p> <p style="padding-left: 40px;">“provide the expertise, resources, labour and equipment, as are necessary to maintain progress under the current construction schedule accepted by the <i>Owner</i>,”</p>
SC 3	<p>Delete paragraph 3.6.3 in its entirety and substitute new paragraph 3.6.3:</p> <p>3.6.3 The <i>Contractor</i> agrees not to change Subcontractors without the prior written approval of the <i>Owner</i>, which approval will not be unreasonably withheld.</p>
SC 4	<p><u>Add new General Conditions 3.10:</u></p> <p>GC 3.10 RIGHT OF ENTRY</p> <p>3.10.1 The <i>Owner</i> shall have the right to enter or occupy the <i>Work</i> in whole or in part for the purpose of placing fittings and equipment or for other uses before <i>Ready-for-Takeover</i>, if, in the reasonable opinion of the <i>Consultant</i> and <i>Contractor</i>, such entry or occupation does not prevent or substantially interfere with the <i>Contractor's</i> completion of the <i>Contract</i> within the <i>Contract Time</i>. Such entry or occupation shall not be considered as acceptance of the <i>Work</i> or in any way relieve the <i>Contractor</i> from responsibility to complete the <i>Contract</i>.</p>



Item	<i>Supplementary Condition</i>
SC 5	<p><u>Add</u> new paragraph 5.3.2:</p> <p>5.3.2 The <i>Owner</i> may retain a reasonable amount from any progress payment for the value of deliverables that are required under the Contract but have not been delivered as of the invoice date.</p>
SC 6	<p><u>Add</u> new paragraph 5.5.5:</p> <p>5.5.5 Notwithstanding 5.5.4, the <i>Owner</i> shall retain a lien holdback on the finishing work in accordance with the lien legislation applicable to the <i>Place of the Work</i>, which shall become due in accordance with 5.4.3 and the <i>Contractor</i> shall submit an application for payment of the lien holdback amount for the finishing work in accordance with 5.4.4.</p>
SC 7	<p>Add the following to paragraph 6.1.2:</p> <p>“All such changes require approval by a representative of the <i>Owner</i> with proper signing authority.”</p>
SC 8	<p><u>Delete</u> from line 1 of Paragraph 6.2.2 “or to the method to be used to determine the adjustments”.</p>
SC 9	<p>Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads</p> <p>“The adjustment to the <i>Contract Price</i> for a change carried out by way of <i>Change Directive</i> shall be determined on the basis of the net costs of the <i>Contractor’s</i> actual expenditures and savings attributable to the <i>Change Directive</i> valued in accordance with paragraph 6.3.7 and GC 6.1”</p>
SC 10	<p><u>Delete</u> subparagraph 7.2.3.3 in its entirety and <u>substitute</u> new subparagraph 7.2.3.3:</p> <p>7.2.3.3 the <i>Owner</i> fails to pay the <i>Contractor</i> when due the amount certified by the <i>Consultant</i> or awarded by adjudication, arbitration or a court, except where the <i>Owner</i> has a bona fide claim for set off, or</p>
SC 11	<p><u>Add</u> new paragraph 11.1.9:</p> <p>“11.1.9 The Contractor expressly agrees to obtain “Broad Form” property insurance to insure damages also resulting to the fixed structures, whether limited to specific areas or applicable to all areas.”</p>

END OF SUPPLEMENTARY CONDITION

APPENDIX D

PHOTOS













