



NEGOTIATED REQUEST FOR PROPOSAL

NRFP – 2019 - 02

James & Mary Gartrell Trail Flood Recovery Works

NRFP ISSUE DATE: **Thursday, July 11, 2019**

Two (2) complete original printed copies and one (1) complete digital copy on a USB drive in PDF format of the Proposal in a sealed envelope clearly and plainly marked **“NRFP-2019-02 James & Mary Gartrell Trail Flood Recovery Works”** may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Faxed or emailed copies will not be accepted.

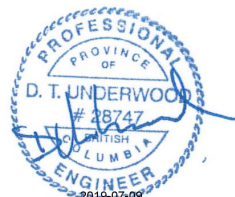
Proposals received after the Closing Date and Time will not be considered. Proposals will not be opened in public.

NRFP CLOSING DATE: **Thursday, August 1, 2019**

NRFP CLOSING TIME: **2:00 PM PST**

Delivered to: **Bobby Williamson, ASCT, Engineering Technologist**
DISTRICT OF SUMMERLAND
MUNICIPAL HALL
PO BOX 159, 13211 HENRY AVENUE
SUMMERLAND, BC V0H 1Z0

The District's website is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.



Summary, Contents & Instructions:

Summary:

Through this Negotiated Request for Proposal (NRFP) Process, the District of Summerland is seeking proposals from qualified and experienced contractors to provide construction services to complete the James & Mary Gartrell Trail Flood Recovery Works as outlined in this NRFP.

In addition to responding to the base proposal, the Proponent is invited to propose any innovations that the Proponent believes will reduce the cost of the project, improve the constructability of the project, or enhance the value provided by the Project. The intent is for the Proponent to use their knowledge of construction practices to improve the overall project by maximizing value, shortening the construction timeframe, and reducing the overall project cost.

Evaluation of the proposals shall be based on a number of criteria including the following:

- Approach and Methodology
- Proponent Qualifications and Experience
- Schedule
- Innovation and Value Added
- Cost Evaluation

Further details on the Scope of Work are provided in Part A – General Information.

Procurement Documents are available for download at:

- District of Summerland website at [Bid Opportunities](#)

Procurement Opportunities can also be viewed at:

- BC Bid website at [BC Bid](#)
- Civic Info BC website at [Civic Info BC](#)

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Part A: General Information

This Part A provides detail on the services required by the District of Summerland. Proponents should ensure they are fully capable of providing all of the work and deliverables outlined, as this section will form the Scope of Work in the Construction Contract.

1. Background:

1.1. The District of Summerland:

The District of Summerland (the “District”) is a municipality of 11,615 residents located in the Okanagan Valley in southern British Columbia, with an unparalleled blend of rural, agricultural and urban living.

Further details on the District can be found at www.summerland.ca

1.2. The James & Mary Gartrell Trail Flood Recovery Works Project

Located on the shore of Okanagan Lake, The James and Mary Gartrell Trail is a popular gravel walking trail in Summerland. In 2017, Okanagan Lake’s rising water table flooded the pathway causing damage to the boardwalk section, deposition of sandy-gravel and woody debris on the pathway, and erosion of the pathway in areas. Damage to the boardwalk section have since been repaired; damage to the gravel pathway remains unaddressed.

2. Project Scope

This section details the scope of work, requirements and schedule the District seeks for the James & Mary Gartrell Trail Flood Recovery Works Project. The proponent will be required to provide the Construction Services that are necessary to administer and complete the Project. Such Construction Services may include, but not be limited to those indicated in the Scope of Work and SOQ, However, the Proponent is encouraged to ensure that all the Construction Services that will be provided for the Project are itemized within the Proposal.

This section is not written to be overly prescriptive, as the District seeks further details and suggestions from Proponents on the work and deliverables to be performed as part of Approach & Methodology, and Innovation & Value Added sections of the Proposal.

2.1. Scope of Work

The District is seeking to engage a general contractor to complete the James & Mary Gartrell Trail Flood Recovery Works Project. In general, completion of the following work is expected:

- Pathway reconstruction including removal and disposal of existing timber framing, and installation of new geotextile, timber framing, and compacted gravel walking surface
- Design and installation of restoration areas consisting of a combination of large woody debris, boulders, and native planting appropriate to the areas identified
- Note: All works must be conducted within the District’s Statutory Right of Way (SRW) (2m width) as indicated on the design drawings. It is the responsibility of the Contractor to have the SRW located by a BC Land Surveyor (BCLS) in order to avoid trespass as required.

Refer to Part D for the Sample Agreement including Specifications and Schedule of Quantities, and Part E for detailed design drawings that outline in detail the proposed works outlined above.

2.2. Method:

In addition to responding to the base proposal, the Proponent is invited to propose any innovations that the Proponent believes will reduce the cost of the project, improve the constructability of the project, or improve the performance of the facility. The intent is for the Proponent to use their knowledge of construction practices to improve the overall project by shortening the construction timeframe and reducing the overall project cost.

2.3. Budget:

The District is not disclosing a budget for the Services as part of this NRFP process. Proponents should provide their required remuneration as detailed in Part C.

2.4. Timeline:

The District anticipates executing a Contract with the Contractor for the Services no later than **August 19, 2019 (approximately)**. The District's preferred date of Project construction commencement is Tuesday, September 3, 2019, subject to the District receiving Section 11 Authorization to conduct the proposed works.

Substantial Completion for the Project must be prior to November 15th, 2019, however, the actual Substantial Completion date will be confirmed as part of the negotiation process.

2.5. Additional Information:

It is the District's expectation that the Proponent will develop a comprehensive proposal. Requirements of the Proposal are outlined in Part C of this document.

Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services, but which the Proponent deems necessary to successfully complete this Project. It is the Proponent's responsibility to determine if, as part of their evaluation of this assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the NRFP.

3. Pre-Requisites for the Contractor:

The Contractor must possess the following:

- Business License
- Permits, as required
- WorkSafe BC Clearance Letter of account in good standing and coverage for all employees/team members and sub-contractors proposed
- Commercial General Liability Insurance coverage of \$5,000,000 per occurrence, naming the District of Summerland as Additional Insured
- Automobile 3rd Party Liability Insurance coverage of \$5,000,000
- All Risk Property Insurance for the value of the Proponent's equipment
- All Risk Course of Construction Insurance for the value of the project +10%
- Performance Security and Bonding as per MMCD

Part B: The NRFP Process

This Part B details the terms and conditions of how this NRFP process will be administered by the District, and how the Contractor will be selected. Proponents to this NRFP are to ensure that they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. NRFP Process:

Not a Tender Call

This NRFP is not a tender call and the submission of any response to this NRFP does not create a tender process. This NRFP is not an invitation for an offer to contract made by the District.

By this NRFP, the District reserves itself the absolute and unfettered discretion to invite Proposal Submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate a contract with the successful Proponent as the District considers desirable. Proposal submission by a Proponent and its subsequent receipt by the District does not represent a commitment on the part of the District to proceed further with any Proponent or Project.

1.2. No Obligation to Proceed:

Though the District fully intends, at this time, to proceed through the NRFP, the District is under no obligation to award a contract as a result of this NRFP. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this NRFP will continue, or that this NRFP process or any NRFP process will result in a Contract with the District.

1.3. NRFP Contact Person:

The point of contact at the District of Summerland for any queries or questions related to this NRFP is:

- **Bobby Williamson, ASCT, Engineering Technologist**
Email: bwilliamson@summerland.ca Phone: (250) 494-0431

Proponents shall carefully review the NRFP documents. The Proponent is solely responsible for seeking any clarification as to the meaning or intent of any provision by notifying the NRFP Contact Person, before the Deadline for Questions as detailed in Section 1.4 below. This will allow the District, at its discretion, to issue addendum prior to the Last Day for Issue of Addenda. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between District staff and a Proponent shall not become a part of the NRFP unless confirmed by a written Addendum. The District shall not be held responsible for any misunderstanding by the Proponent.

1.4. Timetable:

This NRFP process will follow the timetable noted below and may be amended at the District's discretion through the issuance of an addendum to this NRFP.

Event:	Date:
Issue Date of this NRFP	July 11, 2019
Informational Meeting	July 18, 2019 at 1:00 PM PST
Deadline for Questions	July 25, 2019 at 2:00 PM PST
Last Day for Issue of Addenda	July 29, 2019
NRFP Closing Date and Time:	August 1, 2019 at 2:00 PM PST
Contract Execution Date (estimated):	August 19, 2019

1.5. [Site Meeting Details:](#)

A non-mandatory **Informational Meeting** will be held at the Works and Utilities office at 9215 Cedar Avenue, Summerland, BC. The meeting will take place on **July 18th, 2019 at 1:00 pm PST**. Proponents should submit any questions they may have in accordance with Section 1.3 of this Part.

1.6. [Submission of Proposals:](#)

Proposal submission to this NRFP are to be address to the NRFP Contact Person and submitted to the following address:

- **Closing Location:**
District of Summerland
Municipal Hall
PO Box 159, 13211 Henry Ave
Summerland, BC V0H 1Z0
Attention: **Bobby Williamson, ASCT, Engineering Technologist**
- **NRFP Closing Date and Time:** Proposals must be received no later than the NRFP Closing Date and Time detailed in section 1.4 above.
- **Proposal Format:** Two (2) paper originals and one (1) electronic copy in PDF format, in a sealed envelope or package containing all the information required in the forms listed under Part C – Proposal Requirements & Submissions Form. The envelope must be clearly marked with the name and address of the Proponent, as well as the words “**NRFP-2019-02 James & Mary Gartrell Trail Flood Recovery Works**”.
- Proposals Submissions may be delivered by hand, mail, or courier to the District address as detailed above in Section 1.6. The District office is open Monday through Friday from 8:30 am to 4:00 pm and is closed on weekends and statutory holidays.
- It is the Proponent’s sole responsibility to ensure that the Proposal is received before the NRFP Closing Date and Time.
- Proposals sent by facsimile or email will not be accepted.
- Proposals Submissions must be executed by an authorized signatory of the Proponent.
- Proposal Submissions remain valid, and may not be withdrawn, for a period of sixty (60) days following the Closing Date and Time of this NRFP.
- This NRFP and the successful Proponent’s Submission may form part of any Agreement entered into with the District.

- Refer to Part C of this NRFP for Proposal Requirements and Submission Forms

1.7. Fee:

Proposals must include fees as listed in Part C, and a list of any additional fees for services included in the Proponent's proposal that are not required in the Scope of Services, and identified as Value-Added;

- a) GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee; and,
- b) Proposals must include a total fee amount that identifies expenses associated with the Proposal as per the Schedule of Quantities (SOQ) in Part C.
- c) Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the *Income Tax Act (Canada)*. Further, unless a non-resident Proponent provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the *Income Tax Act (Canada)*.

1.8. Eligibility:

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the NRFP.

2. Definitions Used in this NRFP:

- 2.1. **"Addendum"** or **"Addenda"** means additional information or amendments to this NRFP, issued by the District.
- 2.2. **"Agreement"** means the written agreement between the District of Summerland and the successful proponent resulting from this NRFP.
- 2.3. **"Best Value"** means the highest total ranked score of evaluation and closest alignment with project goals as determined by the District.
- 2.4. **"CAO"** means the Chief Administrative Officer of the District of Summerland.
- 2.5. **"Contractor"** means the individual, firm, co-partnership, or corporation retained by the District to perform the Project or Work in accordance with the Contract Agreement Documents.
- 2.6. **"Contract"** means a written Agreement for the provision of the Services that may result from this NRFP, executed between the District of Summerland and the successful Proponent to this NRFP.
- 2.7. **"Closing Date and Time"** means the date and time that Proposals to this NRFP must be received.
- 2.8. **"District"** means the District of Summerland.
- 2.9. **"Must", "Mandatory", or "Required"** means a requirement that must be met in order for a Proposal to receive consideration.
- 2.10. **"Project Manager"** means **Maarten Stam, Manager of Works**.
- 2.11. **"Proponent"** means a person or entity that submits a Proposal to this NRFP.
- 2.12. **"Proponent Submission"** means a response submitted to this NRFP.
- 2.13. **"Proposal"** means a Proposal submitted by a Proponent in response to this NRFP.

- 2.14. **“Proposal Evaluation Committee”** means the team of qualified staff and experts appointed by the CAO to review and assess Proposals.
- 2.15. **“Negotiated Request for Proposal”** or **“NRFP”** means this Negotiated Request for Proposal and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Closing Date and Time.
- 2.16. **“Section”** means the numbered section of the referenced part of this NRFP.
- 2.17. **“Services”** means the Construction Services which the District seeks to be provided by the Contractor.
- 2.18. **“Work”** means and includes anything and everything required to complete the Services for the fulfillment and completion of this Agreement.

3. Qualifications:

By submitting a Proposal Submission, the Proponent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to efficiently and safely perform the requirements of the Project.

4. Value-Added Services:

Given the District’s objectives and the Proponent’s best practices experience, the Proponent may have additional project offerings that will ensure the overall short and long-term success of the District’s project as defined in this NRFP.

The Proponent may include ideas beyond the scope of the NRFP that provide added benefit to the District not specifically asked for in this NRFP and what the Proponent is prepared to supply and provide as part of the Agreement. Unless otherwise stated, it is understood that there will be no extra costs for these services; however, if the Proponent identifies any additional costs pertaining hereto, the summary and explanation of the value-added costs should be included and identified in the Proposal.

5. Amendment of a Proposal by Proponent:

A Proponent may amend a Proposal at any time up until the NRFP Closing Date and Time. Amendments to be submitted in the same format as the original Proposal. Amendments to a Proposal must be clearly labelled as such, must contain the NRFP reference number and title, and the full legal name and legal address of the Proponent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.

The Proponent will not change the wording of its Proposal after the NRFP Closing Date and Time, and no words or comment will be added to the Proposal unless requested by the District for clarification. The District reserves the right to disqualify a Proponent if, in the opinion of the CAO or appointed District Representative, an amendment expressly, or by inference, discloses the Proponent’s Fees or other material elements of the Proposal such that the confidentiality may have been breached.

6. Withdrawal of a Proposal by Proponent:

A Proponent may withdraw a Proposal that is already submitted at any time throughout the NRFP process prior to the Closing Date and Time by contacting the NRFP Contact Person. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contractual Agreement with the District.

7. Addenda Issued by District:

This NRFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Last Day for Issue of Addenda, the District may issue an Addendum in order to amend, clarify, or answer questions to this NRFP. Each Addendum will be issued at the same location and in the same manner as this NRFP document (at [Bid Opportunities](#)). Each Addenda will form an integral part of this NRFP. Proponents are solely responsible for checking for Addenda up until the Last Day for Issue of Addenda. If the District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.4 of this Part B, then the District may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proposals must confirm receipt of all Addenda in Part D, Appendix A – Proposal Submission Form of their Proposal.

8. Evaluation of Proposals & Award of Contract:

The District will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be by a Proposal Evaluation Committee. The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

8.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4 – NRFP Timetable
2	The Submission of Proposal must be in in accordance with the requirements of Section 1.6 – Submission of Proposals and Part C – Proposal Requirements and Submission Forms
3	The Submission of Proposal must be received in accordance with the requirements of Section 1.7 - Fee
4	The Proposal must include the following completed form: <ul style="list-style-type: none"> Appendix A – Proposal Submission Form

8.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Cost Evaluation (base on Appendix B – SOQ Submission)	50%	N/A
Approach & Methodology	10%	50
Schedule	10%	50
Proponent Qualifications and Experience	20%	50
Innovation and Value Added	10%	N/A

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

8.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Fixed Lump Sum Contract Price: Total Fixed Lump Sum Contract Price will be scored relative to other Proponents' Total Fixed Lump Sum Contract Prices.
- Other Criteria: All other criterion will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.
- Selection of the preferred Proponent will be made based on the overall Best Value for proposed services, and the Best Value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, qualifications and certifications, Pre-requisites (WorkSafeBC, Business License, Insurance Requirements), and references shall all be taken into consideration.

8.4. Evaluation Committee:

Proposal Submissions will be reviewed and evaluated by an evaluation committee established by the District and may include employees, or other individuals as the District deems suitable. Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

8.5. Rejection of Proposals:

The District reserves the right, at the District's sole discretion, to reject any or all Proposals, without limited the foregoing, any Proposal which:

- a) Is incomplete, obscure, irregular or unrealistic;
- b) The District considers not in the District's best interest;
- c) Incomplete, conditional, or non-compliant submission;
- d) Omitted or unbalance pricing;
- e) Insufficient or irregular guarantees; and,
- f) Insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work.

Proposals shall be based on the specifications. Equivalent alternatives to products specified may be considered if the full descriptive data on proposed alternatives is submitted with the Proposal. The District reserves the right to determine, at its sole discretion, whether alternatives are equal to products specified.

8.6. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the District will allow the following remedies and clarifications at its sole discretion:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to request further details or clarification from the Proponent on aspects of a Proposal;
- to provide written notification to a Proponent which identifies any of the mandatory requirements not met and provide the Proponent with 5 calendar days to remedy and

supply the requirements. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time;

- to meet with the Proponents, either individually or collectively, to discuss the NRFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the NRFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- not to accept the Proposal with the lowest fee; and/or,
- to alter any aspects of the NRFP in its sole discretion.

It is the nature of the NRFP process that the NRFP and/or the Proposal in response to the NRFP will not constitute a binding Contract, but will only form the basis for the Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

8.7. Ranking of Proponents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Proponent with the highest-ranked Proposal will be invited to conclude a Contract with the District. In the event that two or more Proposals have an equal total weighted score, then the Proponent with the overall Best Value for proposed services will be invited to enter into a Contract with the District.

8.8. Confidentiality of Proposals:

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the District Contract shall not be released if the District deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

8.9. Confidentiality of District's Information:

Information pertaining to the District obtained by the Proponent as a result of participation in this NRFP process is confidential and must not be disclosed without written authorization from the District.

All Proponents and any other persons who, through this NRFP process, gains access to the District's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this NRFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for Contracting Services, which arises out this NRFP process.

8.10. Negotiations, Conclusion, and Execution of a Contract:

Neither the District nor any Proponent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Proponent, by the District,

to conclude a Contract, it is expected that the District and that Proponent would enter into discussions and negotiations which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal

The District would seek to execute a Contract within 15 days of issuing an invitation to the Proponent to conclude a Contract. If the District and Proponent do not, for any reason, execute a Contract within this time-period, the District may discontinue the process with that Proponent and invite the Proponent with the next-highest-ranked Proposal to conclude a Contract. The District may then continue this process until a Contract is executed, or there are no further Proponents, or the District otherwise elects to cancel the NRFP process entirely. For clarity, the District may discontinue discussions with a Proponent if at any time the District is of the view that it will not be able to conclude a Contract with that Proponent.

9. Other Terms & Conditions of this NRFP Process:

The following terms and conditions shall also apply to this NRFP:

9.1. Proposals in English:

All Proposals are to be in the English language only.

9.2. Only One Entity as Proponent:

The District will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Contract if executed. The District will only enter into a Contract with that one Proponent. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Proponent may include the Sub-Contractor and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

9.3. Proposals to Contain All Content in Prescribed Forms:

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this NRFP.

9.4. References and Experience:

In evaluating a Proponent's experience, as per the scored criteria, the District may consider information provided by the Proponent's clients on the projects submitted in the Proposal and may also consider the District's own experience with the Proponent.

9.5. NRFP Scope of Work is an Estimate Only:

While the District has made every effort to ensure the accuracy of the Services described in this NRFP, the District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Proponents must obtain all information they deem

necessary, including verification of quantities or measurements in order to complete a Proposal.

9.6. Proponent's Expenses:

Proponents are solely responsible for their own expenses in participating in this NRFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

9.7. Retention of Proposals and FOIPPA:

All Proposals submitted to the District will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Proponents should note that in accordance with the provisions of FOIPPA, certain details of this NRFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Proponents should identify with their Proposal any information which is supplied in confidence; however, Proponents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

9.8. Notification and Feedback to Unsuccessful Proponents:

At any time up until or after the execution of a written Contract with the Contractor, the District may notify unsuccessful Proponents in writing that they have not been selected to conclude a Contract. Unsuccessful Proponents may then request a feedback email or telephone call with the District's NRFP Contact Person in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the NRFP results to the unsuccessful Proponent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Proponents and the District's commercial interest.

9.9. Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Proposal Submission Form. The District may, at its sole discretion, disqualify any Proponent from this NRFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate a Contract entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this NRFP process, as required under Appendix A – Proposal Submission Form.

9.10. Confidentiality:

All information provided to Proponents by the District as part of this NRFP process is the sole property of the District and must not be disclosed further without the written permission of the District.

9.11. [No Contract A and No Claims:](#)

This NRFP process is not intended to create contractual obligations and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Proponent upon the submission of a Proposal in response to this NRFP.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the District for any damage or other loss resulting from a Proponent's participation in this NRFP, including where the District does not comply with any aspect of this NRFP and including any claim for loss of profits or Proposal preparation costs should the District not execute a Contract with the Proponent for any reason whatsoever.

9.12. [Right to Cancel NRFP:](#)

Although the District fully intends to conclude a Contract as a result of this NRFP, the District may at its sole discretion, cancel or amend this NRFP process at any time without any liability to any Proponent.

9.13. [Governing Law and Trade Agreements:](#)

This NRFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

Part C: Proposal Requirements & Submission Form

This Part C contains the following:

- Appendix A – Proposal Submission Form
- Appendix B – Schedule of Quantities

This Part C details the information that should be included in the Proposal. The following should be addressed in the order presented below by each Proponent's response to this NRFP:

- **Proposal Submission Form (signed and dated):**
 - Proposals to include a completed, signed, and dated Proposal Submission Form (Part C, Appendix A) acknowledging all Addenda issued by the District.
- **Approach and Methodology:**
 - Provide a summary of the overall construction methodology that the Proponent and sub-Contractors (if applicable) propose in order to deliver the Services outlined in Part A, Appendix B – Schedule of Quantities (SOQ), and Part E – Design Drawings
 - Demonstrate the Proponent's understanding of the Project requirements, key issues, worksite concerns, and the Proponent's approach for ensuring success of the Project in terms of safety, schedule, quality, environmental impact mitigation, and cost control
- **Proponent Profile and Qualifications:** Proposals shall include a description of the firm's capabilities and background that makes it well suited to this project, including but not limited to:
 - Provide a corporate overview that includes the Proponent's name, address, and website, and any additional information related to this section.
 - Specify the Proponent's personnel and equipment resources that are available for the services outlined in this NRFP. Include qualifications of contractors, trades, and sub-trades.
 - Describe the Proponent's knowledge and experiences related to site safety;
 - Provide examples of similar projects the Proponent has completed in the last 5 years. Include information about the following:
 - Planned and actual duration, summarized scope of work, capital cost of the services, and identify if Performance and Labour and Material bonds were provided for the previous Projects.
 - Identify relevant key company personnel involved in the Projects.
 - Provide client / Owner references with contact names, email addresses, and telephone numbers for each of the above Projects.
 - Provide company profiles and resumes for each key member of your proposed Project team.
 - Provide at least 3 references to whom the Proponent has provided similar requirements. Please include name of client, contact name, and contact information. Preference for Canadian municipal and/or public sector references.
 - Past performance on District of Summerland Projects will be considered.

- **Schedule**
 - Provide a preliminary construction schedule, preferably in Gantt Chart format, which outlines the timing of proposed tasks required to meet the preferred substantial completion date of November 15, 2019, including:
 - Start and Completion dates
 - Sequence / work breakdown
 - # of work days
 - Predecessors and successors for each activity
- **Innovation and Value Added**
 - Provide a summary of innovative solutions and value-added solutions the Proponent can offer to ensure the overall success of the Project, which may include, but not be limited to:
 - Improve Project constructability
 - Reduce construction schedule
 - Mitigating environmental impacts
 - Reducing Project costs
 - Increasing Project longevity
- **Cost Evaluation**
 - Complete the Schedule of Quantities (SOQ) included in Appendix B of this NRFP and include the completed SOQ in the Proposal
 - Based on the completed SOQ, include a lump sum contract price in the Proposal
 - Include proposed fees for value-added works separately from the lump sum contract price

It is the expectation of the District that the proposal will include a detailed “Approach and Methodology” section which clearly outlines the approach that the Successful Proponent will plan to take to complete the Project.

APPENDIX A – PROPOSAL SUBMISSION FORM

Proponents to include the details requested in this Appendix A, as detailed in Part B, The NRFP Process.

1. Proponent Details:

Full Legal Name of Proponent:	
Other "DBA" Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Certification & Acknowledgement of NRFP Process:

By signing this Appendix A – Proposal Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this NRFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the NRFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the District and us, the Proponent, and that no contractual obligations shall arise between the District and us, the Proponent, until and unless we execute a written Contract with the District.
- d. We certify that in relation to this NRFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
 - i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage;
 - ii. The Proponent has had access to confidential information of the District which is not available to other Proponents to this NRFP.

- iii. The Proponent has influence over an employee of the District who is a decision-maker involved in this NRFP process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the District up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Execution of Construction Contract:

If the offer contained in this Proposal is accepted, upon conclusion of negotiations and being advised by the District that the Construction Contract is available, the Proponent will obtain the Construction Contract from the District and will execute the Contract in a form and manner acceptable to the District of Summerland.

5. Confirmation of Ability to Obtain and Provide:

The Proponent hereby certifies that it has the ability to obtain and provide the following as required in **Part A – General Information, 3. Pre-requisites for the Contractor:**

- Business License
- WorkSafeBC Clearance Letter
- Health and Safety Program
- Insurance Requirements

6. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Name of Proponent Representative

Signature of Proponent Representative

Title of Proponent Representative

Date

APPENDIX B – SCHEDULE OF QUANTITIES

Supply and install the following works in accordance with these Contract Documents and Specifications complete with labour, equipment, materials, compaction, testing, layout, restoration, permits, environmental mitigation measures, and incidentals.

ITEM NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL PRICE
Part A - Removals					
1.1	Remove and dispose of remaining timber framing from original pathway	lm	1550	_____	_____
Subtotal Part A - Removals					=====
Part B - Pathway Works					
1.1	Preparation of subgrade complete with removal and disposal of excess fill material within District Statutory Right of Way	m ²	1550	_____	_____
1.2	Nilex 4510 Non-Woven Geotextile	m ²	1550	_____	_____
1.3	2x6 pressure-treated timber edging along pathway complete with pressure-treated timber stakes, minimum spacing every 2m	lm	1550	_____	_____
1.4	100mm compacted thickness of 19mm minus crushed gravel pathway surface, compacted to 95% SPMDD	m ²	1550	_____	_____
Subtotal Part B - Pathway Works					=====
Part C - Restoration Areas					
1.1	Design and installation of restoration areas consisting of a combination of large woody debris, boulders, and native planting appropriate to the areas identified (Restoration Area Design to be submitted to the District for approval).	LS		_____	_____
Subtotal Part C - Restoration Areas					=====
<u>Tender Summary</u>					
Subtotal Part A - Removals					_____
Subtotal Part B - Pathway Works					_____
Subtotal Part C - Restoration Areas					_____
Subtotal Parts A through C					=====
GST (5% of Subtotal)					_____
Total Contract Sum					=====

Part D: The Sample Agreement

(enclosed)

DISTRICT OF SUMMERLAND

**JAMES & MARY GARTRELL TRAIL
FLOOD RECOVERY WORKS**

MMCD CONTRACT DOCUMENTS

Owner:



District of Summerland, Public Works
9215 Cedar Avenue
Summerland, BC V0H 1Z2

Contract Administrator:



TRUE Consulting
201-2079 Falcon Road
Kamloops, BC V2C4J2

July 2019

Owner: **District of Summerland**
Contract: **James & Mary Gartrell Trail Flood Recovery Works**
Reference No. **NRFP-2019-02**

The complete **James & Mary Gartrell Trail Flood Recovery Works Contract Documents** are based on the Master Municipal Construction Documents and consist of the following parts:

1. Documents provided herein:

- Agreement
Schedule 1 - Schedule of Contract Documents
Schedule 2 - List of Drawings
Schedule 3 - Preliminary Construction Schedule
Schedule 4 – Subcontractors
Schedule of Quantities and Prices
- Supplementary General Conditions
- Supplementary Specifications
- Contract Drawings
- Appendix A – Force Account Rates
- Appendix B – Prime Contractor Form

2. Documents that must be obtained by the Tenderer / Contractor:

- Master Municipal Construction Documents, Platinum Edition Volume II, 2009
(Available at MMCD website www.mmcd.net)
General Conditions
Schedules and Diagrams
Standard Specifications
Standard Detail Drawings
- MMCD Platinum Supplemental Updates (document changes prepared by MMCD)
(Available at MMCD website www.mmcd.net)
Please ensure that all updates have been reviewed.

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 2019.

Project: **James & Mary Gartrell Pathway Flood Recovery Works**

Reference No: **NRFP-2019-02**

BETWEEN:

The **District of Summerland**
(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

**Article 1 The Work Start
/ Completion
Dates**

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve the *Milestone Dates*, including *Substantial Performance* and *Total Performance* of the *Work* on or before the dates listed in Appendix 2 of the Form of Tender, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*
- 1.3 Time shall be of the essence of the Contract.

Article 2 Contract Documents

- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following:
- .1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - .2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - .3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

District of Summerland

9215 Cedar Avenue

Summerland, BC V0H 1Z2

Phone: (250) 494-0431

Attention: Bobby Williamson, ASCT, Engineering Technologist

The *Contractor*:

Fax: _____

Attention: _____

The *Contract Administrator*:

TRUE Consulting

201-2079 Falcon Road

Kamloops, BC V2C4J2

Phone: (250) 828-0881

Attention: Alyssa Schultz, EIT

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- .4 immediately upon delivery, if delivered by hand; or
 - .5 immediately upon transmission if sent by fax and received in hard copy; or
 - .6 after 5 Days from date of posting if sent by registered mail.

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

District of Summerland

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of Contract Documents

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - Platinum Edition Volume II”, Printed 2009. All sections of these publications are included in the *Contract Documents*.

- 1.1 Agreement, including all Schedules;
- 1.2 Supplementary General Conditions;
- 1.3 General Conditions *;
- 1.4 Supplementary Specifications;
- 1.5 MMCD Supplemental Updates (available at www.mmcd.net);
- 1.6 Specifications *;
- 1.7 *Contract Drawings* listed in Schedule 2 to the Agreement -
“List of *Contract Drawings*”;
- 1.8 Standard Detail Drawings *;

Schedule 2 List of Contract Drawings

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT,
OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Title Sheet, Location Plan & Drawing List	389-051-03-00	Jun 25, 2019	0	
Site Plan	389-051-03-01	Jan 29, 2019	3	

Schedule 3

Construction Schedule

Owner: **District of Summerland**

Contract: **James & Mary Gartrell Trail Flood Recovery Works**

Reference No. **NRFP-2019-02**

MILESTONE DATES:

Milestone 1 (Pathway Works): Date: _____

Milestone 2 (Restoration Areas): Date: _____

Contractor's Initials

Schedule 4 **Subcontractors**

Owner: **District of Summerland**
Contract: **James & Mary Gartrell Trail Flood Recovery Works**
Reference No. **NRFP-2019-02**

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Contractor's Initials _____

**DISTRICT OF SUMMERLAND
JAMES & MARY GARTRELL TRAIL
FLOOD RECOVERY WORKS**

SCHEDULE OF QUANTITIES:

Supply and install the following works in accordance with these Contract Documents and Specifications complete with labour, equipment, materials, compaction, testing, layout, restoration, permits, environmental mitigation measures, and incidentals.

ITEM NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL PRICE
Part A - Removals					
1.1	Remove and dispose of remaining timber framing from original pathway	lm	1550		
Subtotal Part A - Removals					
Part B - Pathway Works					
1.1	Preparation of subgrade complete with removal and disposal of excess fill material within District Statutory Right of Way	m ²	1550		
1.2	Nilex 4510 Non-Woven Geotextile	m ²	1550		
1.3	2x6 pressure-treated timber edging along pathway complete with pressure-treated timber stakes, minimum spacing every 2m	lm	1550		
1.4	100mm compacted thickness of 19mm minus crushed gravel pathway surface, compacted to 95% SPMDD	m ²	1550		
Subtotal Part B - Pathway Works					
Part C - Restoration Areas					
1.1	Design and installation of restoration areas consisting of a combination of large woody debris, boulders, and native planting appropriate to the areas identified (Restoration Area Design to be submitted to the District for approval).	LS			
Subtotal Part C - Restoration Areas					
Tender Summary					
Subtotal Part A - Removals					
Subtotal Part B - Pathway Works					
Subtotal Part C - Restoration Areas					
Subtotal Parts A through C					
GST (5% of Subtotal)					
Total Contract Sum					

The General Conditions for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2009, except as specified in the following Supplementary General Conditions and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary General Conditions take precedence over the applicable MMCD General Conditions.

1.0 DEFINITIONS

1.19 Contingency or Contingency Allowance

SGC 1.19.1 – Add the following:

The *Owner* will retain any unused portion of the *Contingency Allowance*, and the *Contractor* cannot make a claim for lost overhead or profit on the unused portion of the *Contingency Allowance*.

4.0 CONTRACTOR

4.12 Tests and Inspections

SGC 4.12.1- Add the following:

The Owner will retain and pay for the services of a mutually agreed upon independent testing agency to complete proctor testing in the event of a dispute between quality control and quality assurance test results. The results of the independent testing agency will be considered conclusive.

SGC 4.12.2- Add the following:

The cost of failed tests due to non-compliance of the work with the minimum requirements of materials and workmanship shall be paid for by the Contractor. The costs of extra tests will be calculated by the Contract Administrator, based on the invoices submitted to the Owner for testing and will be subtracted from the monthly progress payment.

SGC 4.12.6 (2) - Add the following:

In all cases, the Contractor is responsible to facilitate and provide access to all Works for the purpose of inspection and testing.

6.0 OTHER CONTRACTORS

6.4 Shallow Utility Work By Others

SGC 6.4 - Add the following sub-section:

- 6.4.1 Utility removal, relocation, adjustment or upgrading work may be required to be completed by others within the work area during the project. The Owner reserves the right to make changes in the design and scope of work as a result of conflicting utilities if required. Standard Contract clauses for Changes will apply.

10.0 FORCE ACCOUNT

10.1 Force Account Costs

SGC 10.1 – Add the following subsections:

- 10.1.2 Within 15 *Days* of receipt of the written *Notice of Award*, the *Contractor* shall deliver a **Force Account Rate Schedule** to the *Owner*. The Force Account Rate Schedule shall include hourly rates for all Labour and Equipment intended to be used in completion of the works. These hourly rates are to be 'all-inclusive', or 'all-found'. Labour rates are to be inclusive of wages, insurance, holiday pay, benefits, small tools, overhead, and profit. Equipment rates are to be inclusive of operator, overhead, and profit.

If the *Owner* is in agreement with the **Force Account Rate Schedule** as submitted, written acceptance will be given by the *Contract Administrator*, and the payment for *Force Account Work* shall be calculated based on the rates included in the **Force Account Rate Schedule** instead of the rates noted in General Conditions item 10.1.1.

However, if the *Owner* does not agree to the rates shown in the **Force Account Rate Schedule**, or if the *Contractor* utilizes Labour, Equipment, or Subcontractors whose rates are not shown in the **Force Account Rate Schedule**, then MMCD items 10.1.1 (1), (2), (3), and (4) will be used to determine applicable payment for *Force Account Work*.

13.0 DELAYS

13.1 Delay by Owner or Contract Administrator

SGC 13.1.1 (2) – Delete 13.1.1 (2) and replace with the following:

- (2) Reimbursement by the *Owner* for directly related out of pocket additional costs reasonably and necessarily incurred by the *Contractor* as a result of such delay, plus payment of a markup of 10% on such costs shall be allowed for overhead, plus a further markup of 10% on the total of the foregoing shall be allowed for profit. No payment shall be owed for lost opportunity of other indirect cost. Directly related out of pocket additional costs which are submitted to the *Contract Administrator* will be reviewed for reasonableness, with consideration given to whether the Delay is 'short term' (Hours) or 'long term' (Days or more). When reviewing costs, the *Contract Administrator* shall have consideration for the following components:
- Labour: Labour and site overheads at the job site (such as the Superintendent, field office staff, site staff vehicles, site office utilities, and site security) are out of pocket

costs during a short term delay only.

- Equipment: Only the fixed costs associated with equipment such as depreciation, interest cost, insurance cost, shop cost allocation, and support staff such as mechanics or purchasing agents are out of pocket costs.

13.9 Liquidated Damages for Late Completion

SGC 13.9.1 (1) – Delete 13.9.1 (1) and replace with the following:

- (1) as a genuine pre-estimate of the *Owner's* increased costs for the *Contract Administrator* and the *Owner's* own staff caused by such delay an amount of **\$1,000.00** per day or pro rata portion for each *Day* that actual *Substantial Performance* is achieved after the *Substantial Performance Milestone Date*.

18.0 PAYMENT

18.6 Substantial Performance

SGC 18.6.5 – Add the following:

The *Contract Administrator* shall prepare a *Payment Certificate* for release of the lien holdback and the amount shall be due and payable in accordance with GC 18.5.1.

SGC 18.6.7- Add the following subsection:

Determination of Substantial Performance: If the Contractor is unable to complete a portion of the Work because of climatic or other conditions beyond the Contractor's reasonable control, and the Work, or a substantial part of it, is ready for use or is being used for the purpose intended, the uncompleted work may be removed from the calculation for determination of Substantial Performance as outlined in GC 18.6.7.

SGC 18.6.8- Add the following subsection:

If uncompleted work is removed from the calculation for determination of Substantial Performance as described in 18.6.7, a new date for Substantial Performance and Total Performance for the remaining work will be established by the Contract Administrator in consultation with the Contractor. All Contract provisions for GC 13 Delays and GC 18 Payment shall apply to the remaining work.

18.7 Total Performance

SGC 18.7.4 – Add the following clause:

- 18.7.4 If *Total Performance* is not achieved on the date as outlined in SGC 18.6.4, upon written notification to the *Contractor*, the *Owner* may complete or cause to be complete any and

all outstanding deficiencies. All resulting costs incurred by the *Owner* in completing the *Work*, including administration and inspection costs, will be deducted from the amounts owing by the *Owner* to the *Contractor*.

21.0 WORKERS COMPENSATION REGULATIONS

21.2 Contractor is "Prime Contractor"

SGC 21.2.2 - Add the following:

21.2.2 Prior to issuance of the Notice to Proceed, the *Contractor* shall sign and submit a Prime Contractor Agreement form (to be provided by *Contract Administrator*), acknowledging acceptance and understanding of the requirements and obligations of the Prime Contractor role. If at any time the *Contractor* believes he is no longer acting as the Prime Contractor, due to multiple contractors or other factors, written notification must be provided by the *Contractor* to the *Contract Administrator*. An investigation will then be completed and the Prime Contractor status will be confirmed or amended as warranted.

22.0 INDEMNIFICATION

22.1 Contractor to Indemnify

SGC 22.1.2 - Add the following:

22.1.2 The *Contractor* shall indemnify the *Owner* from third party liability with respect to health care costs recoverable under the *Health Care Costs Recovery Act* arising out of the *Contractor's* performance of the Contract Work.

26.0 EARLY USE OF THE WORK

26.3 Effect on Maintenance Period

SGC 26.3 - Delete GC 26.3.1 and replace with the following:

26.3.1 There will be no effect on the *Maintenance Period* if the *Owner* takes over and begins to use a portion of the *Work* before *Substantial Performance* is achieved. The *Maintenance Period* for all *Work* shall commence from the date of *Substantial Performance* of the *Contract*.

The Construction Specifications for this project are contained in the Master Municipal Construction Documents (MMCD) Platinum Edition Volume II, 2009, except as specified in the following Supplementary Specifications and MMCD Supplemental Updates (see Schedule 1 of the Agreement). These Supplementary Specifications take precedence over the applicable MMCD Specifications.

The payment structure for the items outlined in the Schedule of Quantities may not be in accordance with the Measurement and Payment outlined in the MMCD. The units and unit prices outlined in the Schedule of Quantities is the agreed upon structure for Measurement and Payment apart from the clarifications below.

Project Specific Supplementary Specifications

Section 01 33 01 Project Record Documents

1.7 Recording Actual Site Conditions, Add the following:

- .55 *Contractor* shall be responsible for the cost of conducting a legal survey to verify the District's Statutory Right of Way. The survey shall be completed by a BCLS prior to commencement of construction. The BCLS shall adequately stake the site such that the Contractor shall ensure all works are conducted within the Statutory Right of Way.
- .65 *Contractor* shall be responsible to complete and submit a complete digital survey of all Work in AutoCAD format prior to Substantial Performance. Survey data shall include all visible and nonvisible construction items, including but not limited to inverts, end stakes, valves, hydrants and curb stops. The survey shall include buried items, such as pipe inverts, bends, tees, deflections and pipe crossings.
- .75 The Contractor shall be responsible for the cost of verifying non-disturbance or replacing any legal survey pins or monuments damaged during construction operations. In the event that the Contractor requires the removal of any legal survey markers for the purpose of the Work, the Contractor must receive written consent from the Contract Administrator and the pin must be adequately referenced by a BCLS prior to removal.

Section 01 52 01 Temporary Structures – Site Office

Delete 1.3.1, no Site Office is required for the Contract Administrator.

Section 31 05 17 Aggregates and Granular Materials

1.3 Approvals, Add the following:

- .55 Crushing and /or screening of granular aggregates for this or other projects shall not be permitted within the project area or on any road rights-of-way.

Section 31 24 13 Roadway Excavation, Embankment and Compaction

1.7 Permits and Approvals, Add the following:

- .25 Comply with all applicable sections of the District of Summerland Earthworks Control By-Law No. 2000-290 to regulate earthwork on land within the District, or within any area or areas within the District, and may require the holding of a permit for such purpose and fix a fee for such permit;

PRIME CONTRACTOR DECLARATION

PROJECT: _____

LOCATION(S): _____

This declaration is a WorkSafe BC requirement for work on road allowances, and City-owned properties, projects, and developments.

As per the requirements of the Workers' Compensation Act Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces:

118 (1) *In this section:*

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means in relation to a multiple-employer workplace;

- (a) *the directing contractor, employer or other person who enters into a written Agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or*
- (b) *if there is no Agreement referred to in paragraph (a), the owner of the workplace.*

(2) *The prime contractor of a multiple-employer workplace must*

- (a) *ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and*
- (b) *do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.*

(3) *Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.*

By signing this Agreement, the undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers' Compensation Act, and WorkSafe BC (OH&S Regulation).

As a contractor signing this Agreement, you are agreeing that your Company, Management staff, Supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers' Compensation (WC) Act.

Any penalties, sanctions or additional costs levied against the municipality, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this Agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the Prime Contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on road allowances, rights-of-way in favour of the municipality and municipal-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

Municipal File #: _____ WorkSafe B.C. Notice of Project No.: _____

Company: _____ Date: _____

Authorized Rep.: _____ Signature: _____

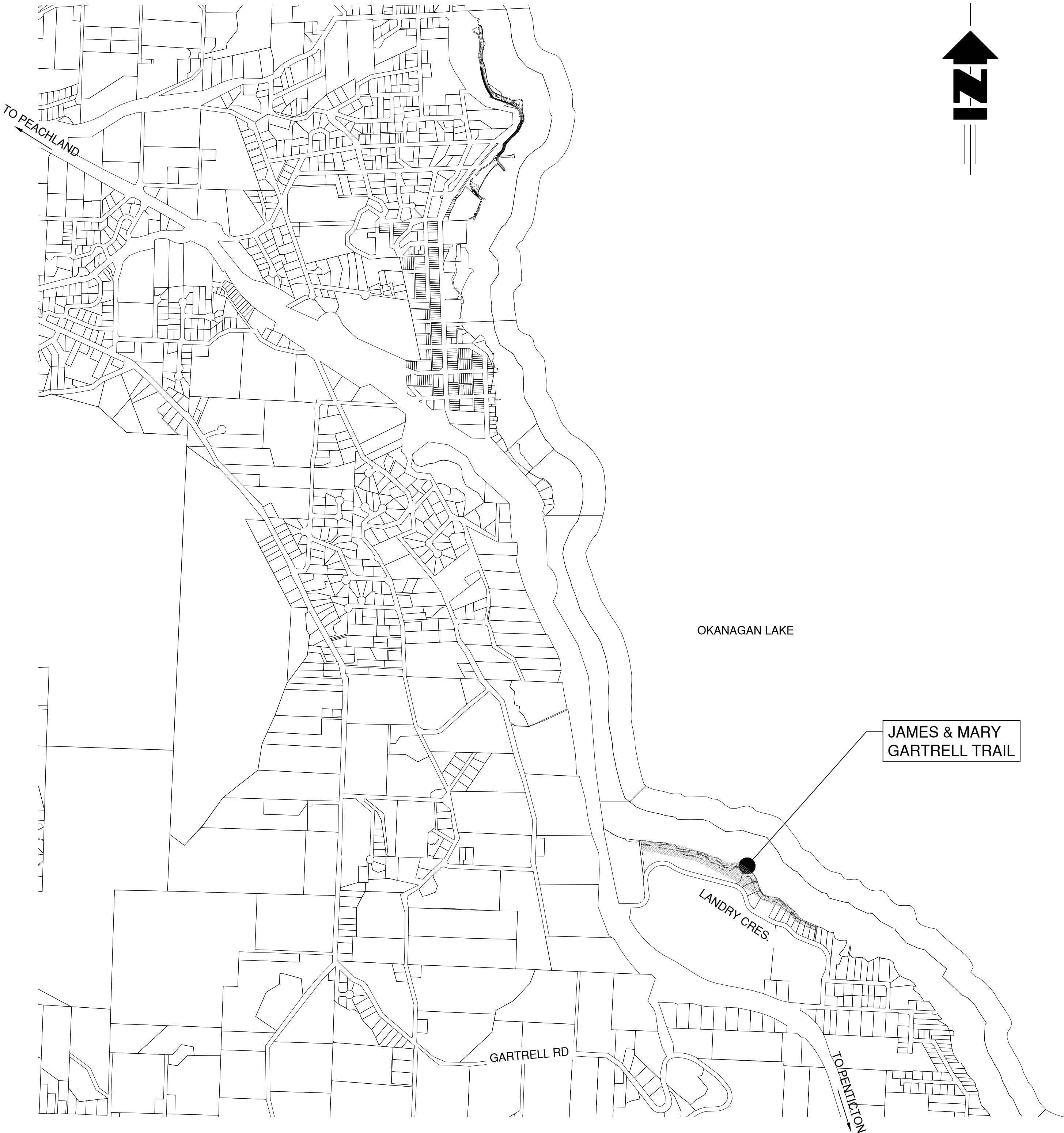
NRFP-2019-02

James & Mary Gartrell Trail Flood Recovery Works

[Part E: Design Drawings](#)

(enclosed)

DISTRICT OF SUMMERLAND FLOOD RECOVERY WORKS JAMES & MARY GARTRELL TRAIL REVITALIZATION



LOCATION PLAN
1:10000



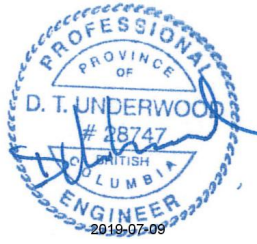
LOCATION PLAN
NTS

JAMES & MARY GARTRELL TRAIL DRAWING LIST

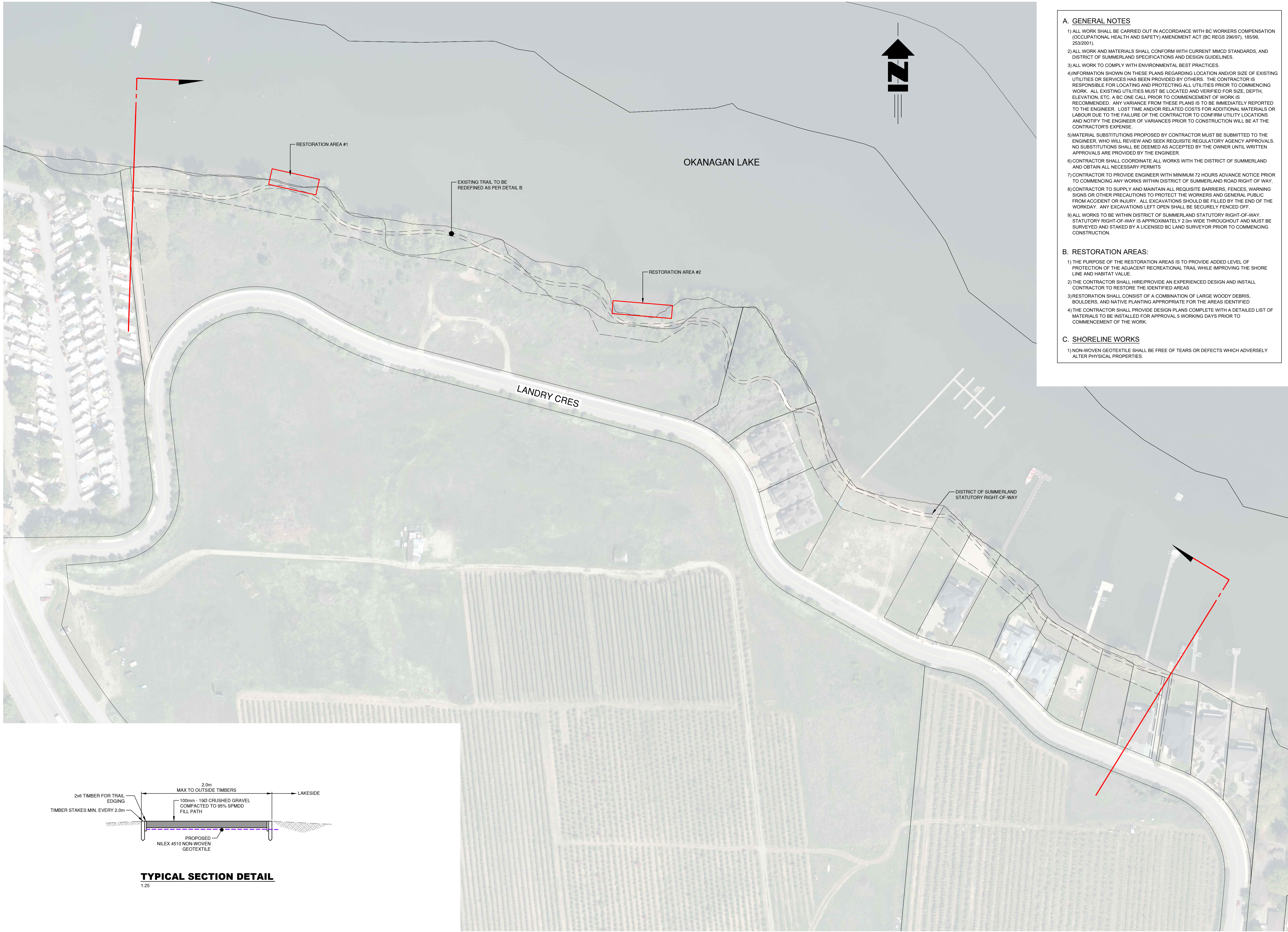
DRAWING NO.	DRAWING TITLE	REVISION
389-051-03-00	TITLE SHEET, LOCATION PLAN & DRAWING LIST	-
389-051-03-01	JAMES & MARY GARTRELL TRAIL - SITE PLAN	3



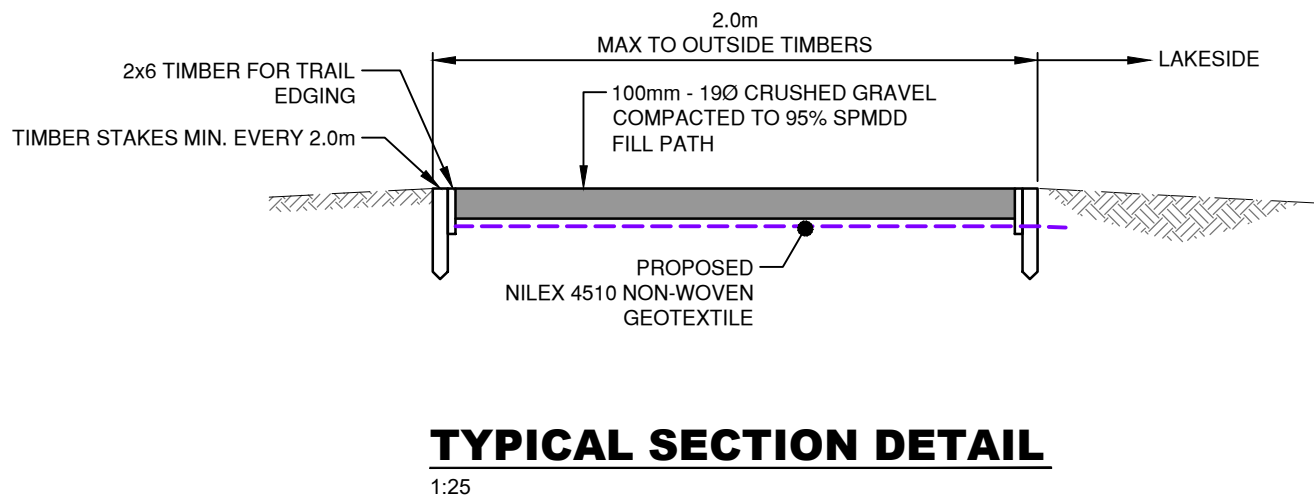
TRUE PROJECT NO.: 389-051



ISSUED FOR NRFP
ISSUE DATE: JUL 05/19



- A. GENERAL NOTES**
- 1) ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH BC WORKERS COMPENSATION (OCCUPATIONAL HEALTH AND SAFETY) AMENDMENT ACT (BC REGS 296/97), 185/99, 253/2001).
 - 2) ALL WORK AND MATERIALS SHALL CONFORM WITH CURRENT MMCD STANDARDS, AND DISTRICT OF SUMMERLAND SPECIFICATIONS AND DESIGN GUIDELINES.
 - 3) ALL WORK TO COMPLY WITH ENVIRONMENTAL BEST PRACTICES.
 - 4) INFORMATION SHOWN ON THESE PLANS REGARDING LOCATION AND/OR SIZE OF EXISTING UTILITIES OR SERVICES HAS BEEN PROVIDED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES PRIOR TO COMMENCING WORK. ALL EXISTING UTILITIES MUST BE LOCATED AND VERIFIED FOR SIZE, DEPTH, ELEVATION, ETC. A BC ONE CALL PRIOR TO COMMENCEMENT OF WORK IS RECOMMENDED. ANY VARIANCE FROM THESE PLANS IS TO BE IMMEDIATELY REPORTED TO THE ENGINEER. LOST TIME AND/OR RELATED COSTS FOR ADDITIONAL MATERIALS OR LABOUR DUE TO THE FAILURE OF THE CONTRACTOR TO CONFIRM UTILITY LOCATIONS AND NOTIFY THE ENGINEER OF VARIANCES PRIOR TO CONSTRUCTION WILL BE AT THE CONTRACTOR'S EXPENSE.
 - 5) MATERIAL SUBSTITUTIONS PROPOSED BY CONTRACTOR MUST BE SUBMITTED TO THE ENGINEER, WHO WILL REVIEW AND SEEK REQUISITE REGULATORY AGENCY APPROVALS. NO SUBSTITUTIONS SHALL BE DEEMED AS ACCEPTED BY THE OWNER UNTIL WRITTEN APPROVALS ARE PROVIDED BY THE ENGINEER.
 - 6) CONTRACTOR SHALL COORDINATE ALL WORKS WITH THE DISTRICT OF SUMMERLAND AND OBTAIN ALL NECESSARY PERMITS
 - 7) CONTRACTOR TO PROVIDE ENGINEER WITH MINIMUM 72 HOURS ADVANCE NOTICE PRIOR TO COMMENCING ANY WORKS WITHIN DISTRICT OF SUMMERLAND ROAD RIGHT OF WAY.
 - 8) CONTRACTOR TO SUPPLY AND MAINTAIN ALL REQUISITE BARRIERS, FENCES, WARNING SIGNS OR OTHER PRECAUTIONS TO PROTECT THE WORKERS AND GENERAL PUBLIC FROM ACCIDENT OR INJURY. ALL EXCAVATIONS SHOULD BE FILLED BY THE END OF THE WORKDAY. ANY EXCAVATIONS LEFT OPEN SHALL BE SECURELY FENCED OFF.
 - 9) ALL WORKS TO BE WITHIN DISTRICT OF SUMMERLAND STATUTORY RIGHT-OF-WAY. STATUTORY RIGHT-OF-WAY IS APPROXIMATELY 2.0m WIDE THROUGHOUT AND MUST BE SURVEYED AND STAKED BY A LICENSED BC LAND SURVEYOR PRIOR TO COMMENCING CONSTRUCTION.
- B. RESTORATION AREAS:**
- 1) THE PURPOSE OF THE RESTORATION AREAS IS TO PROVIDE ADDED LEVEL OF PROTECTION OF THE ADJACENT RECREATIONAL TRAIL WHILE IMPROVING THE SHORE LINE AND HABITAT VALUE.
 - 2) THE CONTRACTOR SHALL HIRE/PROVIDE AN EXPERIENCED DESIGN AND INSTALL CONTRACTOR TO RESTORE THE IDENTIFIED AREAS
 - 3) RESTORATION SHALL CONSIST OF A COMBINATION OF LARGE WOODY DEBRIS, BOULDERS, AND NATIVE PLANTING APPROPRIATE FOR THE AREAS IDENTIFIED
 - 4) THE CONTRACTOR SHALL PROVIDE DESIGN PLANS COMPLETE WITH A DETAILED LIST OF MATERIALS TO BE INSTALLED FOR APPROVAL 5 WORKING DAYS PRIOR TO COMMENCEMENT OF THE WORK.
- C. SHORELINE WORKS**
- 1) NON-WOVEN GEOTEXTILE SHALL BE FREE OF TEARS OR DEFECTS WHICH ADVERSELY ALTER PHYSICAL PROPERTIES.



LEGEND			
EXISTING	PROPOSED	DESCRIPTION	
		SANITARY MAIN	
		SANITARY MANHOLE	
		CLEANOUT	
		LIFT STATION	
		SEPTIC TANK	
		STORM MAIN	
		STORM DITCH	
		CULVERT	
		STORM MANHOLE	
		CATCH BASIN	
		STORM DRYWELL	
		WATER MAIN	
		WATER SERVICE	
		CURB STOP	
		VALVE	
		STANDPIPE	
		HYDRANT	
		AIR RELEASE VALVE	
		REDUCER	
		SPRINKLER	
		IRRIGATION BOX	
		END CAP	
		POWER	
		TEL	
		CABLE	
		STREET LIGHT	
		GAS	
		POWER POLE	
		LAMP STANDARD	
		LIGHT POST	
		POLE ANCHOR	
		JUNCTION BOX	
		TEST PIT	
		IRON PIN	
		SURVEY CONTROL	

No.	DATE	DESCRIPTION	BY	APPD
3	JUL 05/19	ISSUED FOR NRP	DT	DU
2	MAR 12/19	ISSUED FOR PRE-DESIGN	LR	JW
1	JAN 29/19	ISSUED FOR PERMIT	LR	JW

ISSUES / REVISIONS

CONSULTANT SEAL

TRUE CONSULTING

201 - 2079 Falcon Road ■ Kamloops BC ■ V2C 4J2
tel 250.828.0881 ■ fax 250.828.0717
info@TRUE.bc.ca

DISTRICT OF SUMMERLAND

FLOOD RECOVERY WORKS

JAMES & MARY GARTRELL TRAIL

SITE PLAN

SCALE 0 1:1000 50

DESIGN BY JW/AS

DRAWN BY LR

DATE DECEMBER 2018

PROJECT REFERENCE No. 389-051

DRAWING No. 389-051-03

SHEET 2 OF 2

ISSUE REV. 3