

City of Coquitlam

Request for Information and Qualification

RFIQ No. 21-080

General Contractor Services for City Hall
Annex Third Floor Renovations

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Appendix A – City of Coquitlam Supplementary General Conditions to CCDC 2 – 2008
(Appendix A is provided for reference only and would apply to the resulting contract from stage 2)

[SUBMISSION SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFIQ Reference	RFIQ No. 21-080 General Contractor Services for City Hall Annex Third Floor Renovations
Overview of the Opportunity	The City requests Submissions from experienced qualified firms to provide General Contractor Services for City Hall Annex Third Floor Renovations
Closing Date and Time	2:00 pm local time Wednesday, December 15, 2021
Instructions for Submission	Submissions are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at qfile.coquitlam.ca/bid 1. In the "Subject Field" enter: RFIQ Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.) Phone 604-927-3037 should assistance be required. The City reserves the right to accept Submissions received after the Closing Date and Time.
Obtaining RFIQ Documents	RFIQ Documents are available for download from the City of Coquitlam's website: https://www.coquitlam.ca/Bid-Opportunities Printing of RFIQ documents is the sole responsibility of the Respondents.
Instructions to Respondents	The guidelines for participation that will apply to this RFIQ are posted on the City's website: Instructions to Respondents
Questions	Questions are to be submitted in writing quoting the RFIQ number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca
Addenda	Respondents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Submissions may be withdrawn by written notice only, made by an authorized representative of the Respondent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.

DEFINITIONS

Note: some definitions stated refer to Stage 2 of this RFIQ process and are here for references only.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal (stage 2) and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Respondent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Information and Qualification stage, through evaluation process, execution and performance of the services and works.

“City” “Owner” means City of Coquitlam;

“Preferred Respondent” means a proponent selected by the Evaluation Committee to participate in a subsequent RFP process or enter into negotiations for a Contract.

“Price” means the amount that will be paid by the City to the Contractor for delivery and acceptance of goods and Services;

“Project Manager” means the City staff member appointed to coordinate the work;

“Respondent” means responder to this Request for Information and Qualification;

“Request for Information and Qualification” “RFIQ” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Information and Qualification;

“Services” “Work” “Works” means and includes the provision by the successful Respondent of all services, duties, and expectations as further described in this RFIQ. This will also mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

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

“Submission” means a response submitted for evaluation in response to this RFIQ.

1 INSTRUCTIONS TO RESPONDENTS

1.1 Purpose

The City is seeking Submissions from qualified Respondents to provide **General Contractor Services for City Hall Annex Third Floor Renovations**.

The purpose of this RFIQ is to solicit submissions from Respondents with expertise and experience in construction of tenant improvement works in an office building, preferably office buildings owned or operated by public agencies for public purposes, that include frequent access by members of the public.

This RFIQ outlines the opportunity for interested parties and is intended to identify qualified Respondents who have the resources and skills to successfully complete the project.

1.2 Project Description

City Hall Annex located at:
3007 Glen Drive
Coquitlam, B.C.

The City Hall Annex is undergoing renovations on the 3rd floor to create a multi-tenant floor space to facilitate future commercial leasing opportunities and space for expansion of Civic operations.

High Level Project Scope:

- Construction of demising walls to result in a common corridor, lobby and 3 commercial office units.
- Works to be performed within southeast potential tenant's unit (approx. 310 sq.m.):
 - Demolition of all interior walls/ceilings to make a clear area for the tenant fit-out.
 - Plumbing Rough-ins for drainage, vents and supply of hot and cold water to support potential tenant's kitchen and coffee area.
 - HVAC, lighting and electrical systems to meet potential tenant's requirements.
- Make good all the impacted areas.

Critical project completion date: End of April 2022.

1.3 Submission

Respondents should complete and submit the information requested in this RFIQ document on the Submission Form or in a format that has been approved and is acceptable to the City.

1.4 Instructions to Respondents

Respondents are advised that the rules for participation that will apply to this RFIQ are located: [Instructions to Respondents](#).

By submission of a Submission in response to this RFIQ, the Respondent agrees and accepts the rules by which the bid process will be conducted.

1.5 Eligibility

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

- a) Commercial General Liability (CGL) insurance \$5M coverage provided on the [City's Standard Insurance Form](#)
- b) [Prime Contractor Designation Form](#) and be responsible for all the work at the site in accordance with WCB regulations
- c) Be registered and provide WorkSafeBC clearance
- d) Accept the City's standard Terms and Conditions posted on the City's website: [Standard Terms and Conditions - Purchase of Goods and Services](#)
- e) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)
- f) Enter into a Contract with the City using the CCDC 2-2008 document.

These items are not required as part of this RFIQ Submission but will be required prior to entering into an agreement with the City for Services.

1.6 Requested Departures

The Respondent acknowledges that the departures requested in the Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them.

1.7 Project Timeline

Estimated timelines for the project are:

Milestones	Date
RFIQ Start Date	November 2021
RFP Start Date	January 2022
Demolition	February 2022
Construction	March 2022
Substantial Completion	End of April 2022

Estimated Construction Start: February 7, 2021

1.8 Evaluation Criteria

The evaluation criteria are as follows:

- Compliance with the requirements of this RFIQ. - **5 points**
- Technical – **20 points**
 - Methodology, set-up and execution of the work with special attention to the schedule for the potential tenant space
- Value added Benefits; Innovative and Creative solutions – **5 points**
- Corporate Experience, Reputation, Capacity and Resources – **70 points**
 - Corporate Accountability
 - Experience and qualifications of the project team who will carry out the projects
 - Demonstrated success of the project team with similar projects and Scope

- Demonstrated ability of the project team to complete assignments on time and within budget
- References – success on previous, relevant, municipal projects. This will include past performance working on City of Coquitlam projects, where applicable. (References will only be contacted when the respondent has scored well in the preceding criteria)
- Understanding of Objectives
- Hiring employees
- Capabilities, Capacity and Resources

The Submission Form and the resumes provide Respondents with the opportunity to demonstrate their strength in the above criteria. Upon submitting a response to this RFIQ, Respondents consent to the City and their representatives checking and verifying the information provided. References may be contacted.

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Respondents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Respondent with respect to any Submission and the City may make such requests to only selected Respondents. The City may consider such clarifications or additional information in evaluating a Submission.

Respondents agree the City may disclose names of Respondents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Respondents.

Incomplete Submissions or Submissions submitted on forms other than the Submission Form may be rejected. The City reserves the right to reject without further consideration any Submission which in its opinion does not meet the criteria it considers essential for the work outlined in this RFIQ.

2 PROCESS

This RFIQ is the first stage of a two stage process.

Stage 1: - Request for Information and Qualifications

It is the intent of the City to utilize this RFIQ to invite qualified respondents who are interested in, and who have the expertise, experience, resources and knowledge to perform Services as described in this RFIQ.

The City will review the Submissions and rank them based on the evaluation criteria outlined in this RFIQ. The City may, at its discretion, interview one or more Respondents, or request clarifications or additional information from a Respondent with respect to any Submission.

The evaluation of the Submissions will be based solely on the contents of the Submissions, reference checks, Respondent presentations, the City's past experience with the Respondent,

and any clarifications provided in writing in response to the questions asked by the City. The City reserves the right to directly negotiate with one or more Respondents during Stage 1.

Based on the evaluation results, the City will create a shortlist of Preferred Respondents to be invited to Stage 2 – Request for Proposal.

Stage 2: - Request for Proposals

The Preferred Respondents will be invited to participate in a subsequent, invite only Request for Proposals (RFP). By way of this RFP, the City can request detailed information and financial pricing to those who have been shortlisted to Stage 2.

The City reserves the right at any time and at its sole discretion to cancel this process for any reason in its entirety.

The evaluations will be confidential and no totals or scores will be released to any of the Respondents.

APPENDIX A

CITY OF COQUITLAM

SUPPLEMENTARY GENERAL CONDITIONS

TO CCDC 2 – 2008

Appendix A is here for reference only in Stage 1 and may be required as part of stage 2.

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT CCDC 2 2008

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

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 CONTRACT DOCUMENTS

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

ARTICLE A-5 PAYMENT

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

NEW ARTICLE

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

ARTICLE A-9 TIME OF THE ESSENCE

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISION

GC 1.1 CONTRACT DOCUMENTS

4. Section 1.1.8 is amended by replacing the term “sufficient copies” with “a pdf copy”.
5. Section 1.1 is amended by adding the following new subsection:

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

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

PART 3 EXECUTION OF THE WORK

G.C. 3.5 CONSTRUCTION SCHEDULE

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

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

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

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

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

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

GC 4.1 CASH ALLOWANCES

18. Subsection 4.1.4 is amended by:

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

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

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

PART 5 PAYMENTS

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

20. Section 5.1 is deleted in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

21. Subsection 5.2.3 is amended by:

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

- b) adding the following at the end of the subsection: “The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*.”
22. Subsection 5.2.7 is deleted in its entirety and replaced with:
- 5.2.7 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.
23. Section 5.2 is amended by adding the following new subsections after subsection 5.2.7:
- 5.2.8 A draft application for payment is to be submitted to the *Owner* on the 25th of the month.
- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentations as determined by the *Owner*.

GC 5.3 PROGRESS PAYMENT

24. Subsection 5.3.1.3 is deleted in its entirety and replaced with:
- 5.3.1.3 The *Owner* shall use its best efforts to make payment to the *Contractor* on account as provided in Article A-5 of the agreement, such payment to be net 30 days from the date on which the invoice is delivered to the *Owner*.
25. Section 5.3 is amended by adding the following new subsections after subsection 5.3.1:
- 5.3.2 The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor's* behalf.
- 5.3.3 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.
- 5.3.4 In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* or *Owner* estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

26. Section 5.4 is amended by:

- a) adding the words “or Owner” after the word “Consultant” in subsection 5.4.2 and 5.4.3; and
- b) adding the following new subsection after subsection 5.4.3:

5.4.4 Should the *Consultant* or *Owner* find significantly more incomplete or deficient *Work* than those listed by the *Contractor* with its application, the *Consultant* or *Owner* may elect to terminate its inspection and to not issue a certificate of *Substantial Performance*. If the *Consultant* or *Owner* terminates its inspection, the *Contractor* shall compensate the *Owner* for the additional time and expenses incurred by the construction manager, *Consultant*, *Subconsultants* and *Owner* in relation to multiple inspections.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

27. Subsection 5.5.3 is deleted in its entirety.

GC 5.7 FINAL PAYMENT

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

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

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

39. Subsection 7.2.3.1. is deleted in its entirety.

PART 8 DISPUTE RESOLUTIONS

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

Negotiation

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

Mediation

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

Litigation

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

PART 9 - PROTECTION OF PERSONS AND PROPERTY

G.C. 9.1 PROTECTION OF WORK AND PROPERTY

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

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

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

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

PART 11 – INSURANCE AND CONTRACT SECURITY

G.C. 11.1 INSURANCE

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

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

- (a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;
- (b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the Contractor or its agents or employees for the performance of the Work, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.
- (d) **builders risk and wrap up** liability for the value of the project for 24 months completed operations. The Contractor is responsible to pay for the premiums and

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

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

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

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

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

PART 12 – INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTIES

G.C. 12.1 INDEMNIFICATIONS

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

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

GC 12.2 WAIVER OF CLAIMS

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

GC 12.3 WARRANTY

- 44. Subsections 12.3.1 and 12.3.6 are deleted in their entirety. Subsection 12.3.1 is replaced with the following:

12.3.1 The warranty period under the *Contract* is one year from the date on which final certificate of payment is issued by the *Owner* under subsection 5.7.3.

45. Subsection 12.3.3 is deleted and replaced with the following:

12.3.3 The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one-year warranty period, which Notice in Writing may specify the time within which the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

46. Subsection 12.3.4 is amended by adding the following at the end of the subsection:
“The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under subsection 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected materials that may be disturbed and which shall be required in the complete restoration of the original finish.”

47. Subsection 12.3 is amended by adding the following new subsection after subsection 12.3.6:

12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

ADD THE FOLLOWING:

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

PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

PART 14 CONFIDENTIALITY

14.1 CONFIDENTIALITY

- 14.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.
- 14.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.
- 14.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

PART 15 SEVERABILITY

15.1 SEVERABILITY

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

END OF SUPPLEMENTAL GENERAL CONDITIONS



City of Coquitlam

REQUEST FOR INFORMATION AND QUALIFICATION

RFIQ No. 21-080

General Contractor Services for City Hall Annex Third Floor Renovations

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

Wednesday, December 15, 2021

(Closing Date and Time)

INSTRUCTIONS FOR SUBMISSION

Submission submissions are to be consolidated into one PDF file and uploaded through QFile, the City’s file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the “Subject Field” enter: RFIQ Number and Name

2. Add files in .pdf format and “Send”

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Respondents are responsible to allow ample time to complete the Submission process. If assistance is required phone 604-927-3037.

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

1. DEPARTURES AND AWARD

a) Section 1d items are not required as part of this RFIQ Submission but may be required prior to entering into an agreement with the City. The City would like to be aware of departures before Stage 2.

b) CONTRACT - I/We have reviewed the City’s [Standard Terms and Conditions - Purchase of Goods and Services](#) and would be prepared to enter into in an agreement that incorporates the City’s Stand Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

c) SERVICES - I/We have reviewed the Scope of Services as descibed in this RFIQ and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternat(e)s / Addition(s)

d) AWARD - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

i. WCB - WorkSafe BC coverage in goodstanding and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:
ii. Prime Contractor - Acceptance of Prime Contractor Designation for the Services: Prime Contractor Designation Form	Coordinator: Contact Number:
iii. Insurance – Provide Insurance coverage as per the City's Standard Insurance Form	
iv. Business License - A City of Coquitlam or Tri Cities Intermunicipal Business License	
v. Contract – Acceptance of the City’s Terms and Conditions: Standard Terms and Conditions - Purchase of Goods and Services	
vi. Contract – Acceptance of the City Contract using the CCDC 2-2008 document and the City’s Supplementary Conditions to CCDC 2 - 2008	
vii. Consent of Surety - Performance Bond in the amount of 50% of the Contract Price	
viii. Consent of Surety - Labour & Materials Bond in the amount of 50% of the Contract Price	

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

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2. CORPORATE

a) Corporate Accountability - If response to any of the questions below is YES, on a separate page provide a complete explanation. Include all details including project name, location, names of all parties involved and relevant dates, etc.	
I. Has your firm been terminated on any contract prior to completing a contract or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a contract, in the last five years?	
II. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked, in the last five years?	
III. Has your firm, within the last five years, filed any lawsuits or requested arbitration with regard to contracts?	
IV. Has any subcontractor, within the last five years, filed a demand for direct payment or filed litigation to enforce a Builder's lien against property in connection with work performed or materials supplied under any of your contracts?	
V. Are there any judicial proceedings (other than criminal proceedings) pending or concluded (in the last five years) against your firm or a principal or officer or anyone with a financial interest in your firm relating to the procurement or performance of any construction contract including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	
VI. Have any judicial or administrative proceedings been brought or concluded (in the last five years), adversely against your firm or a principal or officer or anyone with a financial interest in your firm relating to a violation of any municipal, provincial or federal law regulating hours of labour, unemployment compensation, minimum wages, overtime pay, WorkSafeBC, labour relations, occupational health or safety?	
VII. Have there been any death(s) of any employee or others occurring in connection with any of your contracts in the last five years?	
VIII. Has any employee or other person in the last five years, suffered an injury in connection with any of your contracts resulting in their inability to return to work for a period in excess of six months?	

b) Provide a detailed narrative as to the Respondent's understanding of the project objectives, outcomes and vision, identifying major issues and opportunities presented in this RFIQ:

c) CAPABILITIES, CAPACITY AND RESOURCES - Respondents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):	
i.	Structure of the Respondent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):
ii.	Respondent is to state relevant experience and qualifications as to the Services requested in the RFIQ:
iii.	Respondent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFIQ :
iv.	Respondent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFIQ: This includes their capacity to take on this project in regards to other work the Respondent may have ongoing:

d) REFERENCES – Respondent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):	
Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	

Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 2	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

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

	Email Address:
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e) KEY PERSONNEL – Respondent proposes the following key personnel for the Services stated in the RFIQ. No changes, additions or deletions are to be made to these Key Personnel without the City’s written approval.

LINE ITEM	NAME	TITLE/POSITION	EXPERIENCE AND QUALIFICATIONS	YEARS WITH YOUR ORGANIZATION
i.				
ii.				
iii.				
iv.				
v.				

(use the spaces provided and/or attach additional pages/resumes, if necessary. Maximum 2 pages each resume)

f) Respondent to describe their process for screening and hiring their staff including required certifications:

g) A brief narrative explaining why and how the Respondent’s team is best suited for the Project.

3.

TECHNICAL

a) APPROACH and METHODOLOGY Summarize the key features of your Submission and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work.
I. Delivery, Set-Up and Execution - Submissions should address the plan for the delivery, set up and execution of the work; as well as the disposal, recycle or reuse for the surplus materials. Include any safety and pedestrian control measures.
II. Quality Assurance - Provide the measures the Respondent will use to maintain quality control for the Services being performed.
III. Risk Factors - Describe the risk factors anticipated and how the Respondent intends to mitigate these.
IV. Safety - Respondent is to state how they will address safety on the work site.
V. Disposal and Recycling - Provide details on all disposal location and recycling location.

4. VALUE ADD, SUSTAINABLE AND SOCIAL RESPONSIBILITY

a) VALUE ADD

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City

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b) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

a) Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

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

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c) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

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Attention Purchasing Manager:

5. **I/We, the undersigned duly authorized representative of the Respondent**, having received and carefully reviewed all of the Submission documents, including the RFIQ and any issued addenda posted on the City’s website www.coquitlam.ca/Bid-Opportunities, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services; submit this Submission in response to the RFIQ.
6. **I/We** agree to the rules of participation outlined in the [Instructions to Respondents](#) and should our Submission be selected, agree to the City’s [Standard Terms and Conditions - Purchase of Goods and Services](#) and will accept the City’s Contract as defined within this RFIQ document.
7. **I/We acknowledge** receipt of the following Addenda related to this Request for Information and Qualification and have incorporated the information received in preparing this Submission.

Addendum No.	Date Issued

This Submission is submitted this ____ day of _____, 20 ____.

I/We have the authority to sign on behalf of the Respondent and have duly read all documents.

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