

Town of Smithers
Request for Proposals (RFP) for CN Watermain
Ref# Dev26-09

Prepared For: Town of Smithers
Prepared By: Allnorth Consultants Limited
Date of Issue: 27 February 2026
Submission Deadline: 27 March 2026 at 2:00 pm
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Request for Proposals

Town of Smithers

Contract: CN Watermain Replacement

Reference No. Dev26-09

1.0 INTRODUCTION

1.1 Background and Purpose

This RFP applies to and governs the preparation of Proposals for the Contract listed above. The Contract is generally for the following work:

Construction of approximately 250 m of 350 mm HDPE watermain to replace existing infrastructure in the Town of Smithers, including valves, testing, commissioning, abandonment of the existing watermain, and surface restoration.

The Work includes a trenchless watermain crossing beneath the Canadian National Railway (CN Rail) yard, to be completed using a cased installation method, as well as construction of entry and exit excavations, coordination with CN Rail, and compliance with all applicable railway requirements.

The Contract also includes installation of approximately 75 m of 150 mm PVC watermain to service a new fire hydrant and connection to existing watermain infrastructure.

All Work shall be completed in accordance with the Contract Documents.

1.2 Project Schedule

The following table describes the preferred milestone dates for this project:

Site Meeting	March 13, 2026
Deadline for Questions	March 20, 2026
RFP Closing Date	March 27, 2026
Expected Award Date	April 15, 2026
Expected Project Start	April 27, 2026
Substantial Performance	September 30, 2026

Alternative project start and substantial completion dates submitted by Proponents will also be considered.

Commencement of Work within BC Hydro and CN Rail Right-of Way is contingent upon receipt of required third-party approvals. The Contractor shall not commence Work within these areas until written confirmation of permit approval has been issued by the Owner or Contract Administrator. The Contractor shall coordinate construction sequencing accordingly. Permits are expected to be in place by the expected project start date of the 27th of April.

1.3 Enquiries – Contact Person

The following person is the “Contact Person” for this RFP:

Name: Callum Catto

Title: Contract Administrator

Email: ccatto@allnorth.com

1.4 Submission of Proposals: Closing Time

Proposals must be received at the Delivery Address (either electronically or by hand as applicable) no later than:

March 27, 2026 at 2:00 pm

Late Proposals will not be accepted or considered and will be returned unopened.

1.5 Eligible Parties

Any interested party (each, a “Proponent”) may submit a proposal (a “Proposal”) in response to this RFP.

The Owner previously conducted a Request for Qualification (RFQ) process relating to work, and under the RFQ the following entities were shortlisted. Only these three entities are invited to respond to this RFP. No other entity is invited to participate as a Proponent under this RFP.

1.6 Definitions

In this RFP, unless the context requires otherwise:

“**Addendum**” has the meaning set out in Section 2.6;

“**Claim**” has the meaning set out in Section 9.4(a);

“**Closing Time**” has the meaning set out in Section 1.4;

“**Contact Person**” has the meaning set out in Section 1.3;

“**Contract**” means the contract to be awarded pursuant to this RFP;

“**Contract Documents**” means the Agreement as included with this RFP plus the documents listed in Section 2.1 of the Agreement (Attachment B);

“**Delivery Address**” has the meaning set out in Section 2.1;

“**Evaluation Committee**” has the meaning set out in Section 7.1;

“**FOIPPA**” means the Freedom of Information and Protection of Privacy Act of British Columbia;

“**Form of Proposal**” has the meaning set out in Section 4.2;

“**Notice of Award**” means the written, formal notice letter, provided by the contract administrator, indicating that the proponent is the preferred candidate to enter into a Contract for the works and services proposed;

“**Notice to Proceed**” means the written, formal notice letter, provided by the contract administrator, indicating that the contractor may begin construction works;

“On-Line Information Address” has the mean set out in Section 3.2;

“Preferred Proponent” means the Proponent recommended by the Evaluation Committee under Section 7.6;

“Proponent” has the meaning set out in Section 1.5;

“Proposal” has the meaning set out in Section 1.5;

“Proposal Price” has the meaning set out in Section 6.1;

“Q&As” has the meaning set out in Section 2.4(b)(i);

“Reference Information” has the meaning set out in Section 2.7;

“RFP” means this Request for Proposals;

“RFP Documents” has the meaning set out in Section 3.1. and

“Restricted Party” has the meaning set out in Section 9.5.

Any words or phrases defined elsewhere in this RFP will have the particular meaning assigned to such words or phrases.

1.7 Interpretation

In this RFP:

- (a) words importing the singular include the plural, and vice versa;
- (b) the word “including” is deemed to be followed by “without limitation”;
- (c) capitalized terms used but not defined in this RFP, but are defined in other RFP Documents, have the meanings assigned to such terms in the applicable RFP Document, unless the context requires otherwise: and
- (d) notwithstanding any other provision in the RFP Documents, no term or condition will be implied into this RFP based on any practice or custom, including any practice or custom in the construction industry.

2.0 SUBMISSION INSTRUCTIONS

2.1 Delivery of Proposals

Proposals must be delivered to one of the following addresses (the “Delivery Address”):

- (a) if delivered electronically, to:

devserv@smithers.ca; or

- (b) if delivered by hand, to

Town of Smithers
1027 Aldous Street
Smithers, BC V0J 2N0

Attention: Mark Allen, Director of Development Services

Proposals delivered to any other address, or by any other method (such as fax), will not be considered or accepted.

2.2 Number of Copies If Delivery by Hand

If the Proponent elects to deliver its Proposal by hand, then the Proponent should submit both a hard copy and an electronic copy (“pdf on a USB flash drive) in a sealed envelope clearly marked on the outside with the RFP Title and RFP Number (as shown in Section 1.1).

The Owner may refer to either or both of the electronic and hard copy for the purposes of evaluation, except if for any reason, the electronic copy is in whole or in part unreadable, or if for any reason there is a conflict between the electronic and hard copies, then the hard copy will be deemed to be the correct copy.

2.3 Date and Time of Delivery

The Owner will date and time record all Proposals, amendments or withdrawals delivered under this RFP and the clock used by the Owner for that purpose will be deemed conclusively to be correct as to the date and time of receipt.

2.4 Enquiries and Responses

All enquiries regarding this RFP must be directed to the Contact Person at the address as specified in this RFP, and the following will apply to any enquiry:

- (a) The Owner reserves the right to decline to provide a response to an enquiry, considering fairness to all Proponents and the integrity of this competitive procurement process. (If the Owner elects not to give an answer it will, without compromising fairness to all Proponents and the integrity of this competitive procurement process, use reasonable efforts to provide the reason for not answering);
- (b) subject to Section 2.4(c), any reply from the Contact Person to an enquiry will be distributed to all of the proponents who register to receive RFP documents, as described in Section 3.2, as either:
 - (i) a question and answer as part of a question and answer series for this RFP (“Q&As”); or
 - (ii) an Addendum;
- (c) a Proponent may request that an enquiry and the response be kept confidential if the Proponent considers the enquiry is commercially confidential to the Proponent, and the following will apply:
 - (i) if the Owner determines that, considering fairness to all Proponents and the integrity of this competitive procurement process, the enquiry and response does not need to be distributed to all Proponents, then the Owner will keep the enquiry and response confidential;
 - (ii) if the Owner determines that, considering fairness to all Proponents and the integrity of

this competitive procurement process, any response given must be distributed to all Proponents, then, subject to Section 2.4(d), the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and

- (d) subject to Section 2.4(a) and notwithstanding Section 2.4(c), considering fairness to all Proponents and the integrity of this competitive procurement process, any enquiry and its response may, in the Owner's sole and absolute discretion, be distributed to all Proponents.

Information obtained from any source other than the Contact Person will not form part of this RFP and may not be used or relied on by a Proponent for the purpose of preparing its Proposal.

In preparing a response to any enquiry, the Contact Person may consult with other persons, including other Owner employees or the Owner's consultants and advisors.

2.5 Electronic Transmission

The Owner does not assume any risk, responsibility or liability whatsoever, including in contract or tort (including negligence), to any person that an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified by this RFP.

2.6 Addenda

The Owner may, in its sole and absolute discretion, through the Contact Person;

- (a) amend this RFP at any time by issuing a written addendum (an "Addendum"). Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries or Q&As as provided by Section 2.4, will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda; and
- (b) include information that is in the form of a response to an enquiry or a Q&A as part of an Addendum, in which event such information will be considered as part of the Addendum and not Reference Information.

2.7 Reference Information Including Q&As

Any:

- (a) information included in Q&As issued by the Contact Person under Section 2.4(b) which has not been expressly included in an Addendum as provided by Section 2.6(b); and
- (b) additional information made available to Proponents prior to the Closing Time by the Owner or representatives of the Owner (such as, for illustration purposes only, Site information, geotechnical or subsurface reports or record drawings), including the information, if any, included or described in Attachment B to this RFP, which is not expressly included in the Contract Documents

(collectively, "**Reference Information**") is provided and made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that the Owner

or any representative of the Owner gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

2.8 Revisions Prior to Closing Time

A Proponent may amend or withdraw a delivered Proposal, provided the amendment or withdrawal is received by the Owner at the Delivery Address prior to, but not after, the Closing Time.

2.9 Language

All Proposals should be in English.

3.0 RFP DOCUMENTS

3.1 RFP Documents

The “RFP Documents” are as follows:

- (a) this Request for Proposals;
- (b) the Form of Proposal, including the schedules listed in Section 2 of the Form of Proposal;
- (c) the Contract Documents;
- (d) issued Addenda, if any;
- (e) issued Reference Information (including Q&As), if any

3.2 Availability of RFP Documents

Subject to Section 9.13, all RFP Documents, including issued Addenda and Reference Information, if any, relating to this RFP will be available at:

BC BID Reference #

(the “**On-Line Information Address**”). It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a proposal.

3.3 Completeness of RFP Documents

Proponents are responsible to review the RFP Documents to verify they are complete and should immediately notify the Contact Person, in writing, if the RFP Documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions at the Site differ from those described in the RFP Documents.

4.0 FORM OF PROPOSAL

4.1 Intent of Request for Proposal

The intent of this RFP is to receive proposals from proponents for the described work. This is not a tender or tendering process and a “Contract A” is not applicable, required or provided as part of this RFP.

4.2 Form of Proposal

Proposals should be submitted on the Form of Proposal as included with this RFP (the “Form of Proposal”), which should be completed to provide all the information as requested on the Form of Proposal or as otherwise required by this RFP. The Owner invites Proposals that are responsive to requests for information in the Form of Proposal and is not inviting lengthy generalized submissions with respect to any issue referred to in the Form of Proposal. It is expected that proposals will be valid for acceptance for a minimum of 45 days.

4.3 Proposed Amendments to Commercial Terms

The Contract Documents describe the proposed commercial terms for the final Contract. If any such terms are unacceptable to a Proponent, then the Proponent may include proposed amendments to the commercial terms with its Proposal. If a Proponent elects to include a proposed amendment, then for each proposed amendment the Proponent should also include in its Proposal the rationale and the benefit to the Owner (such as the amount of cost-savings), if any, for the proposed amendment. By submitting a Proposal a Proponent will be deemed to fully accept and agree to all the commercial terms for the final Contract as described by the Contract Documents, except as may be expressly described otherwise in a proposed amendment(s) that is included in the Proponent’s Proposal.

4.4 Proposed Amendment of Schedule Dates

The Contract Documents may describe the date for Substantial Performance of the work, and other milestone dates. Except if this RFP expressly provides that the Owner will not accept any variation in the dates, Proponents may provide Proposals that, in addition to, or in substitution for, such specified dates describe other dates, including the rationale and the benefit to the Owner (such as the amount of cost-savings or superior performance), if any, for each date variation.

4.5 Proposed Alternatives to Designs and Specifications

The Contract Documents may include specifications for the performance of the work and may include drawings for the design of the work. Proponents may provide Proposals based on such specifications and drawings or may, in addition to, or in substitution for any element of the specifications or design or both as described in the Contract Documents, propose specification or design alterations, modifications or amendments. A Proponent should clearly identify in its Proposal any proposed specification or design alteration, modification or amendment, including the rationale and the benefit to the Owner (such as the amount of cost-savings or superior performance), if any, for each alteration, modification or amendment. By submitting a Proposal a Proponent will be deemed to fully accept and to agree to fully comply with the specifications and design as described in the Contract Documents, except as may be expressly described otherwise in a proposed amendment(s) that is included in the Proponent’s Proposal.

4.6 Signature

A Proponent’s Form of Proposal should be signed by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the Proposal and the following will apply:

- (a) if the Proponent is a corporation then the full name of the corporation should be included, together with the name, title and signature of an authorized signatory;
- (b) if the Proponent is a partnership or a joint venture, then the name of the partnership or joint

- venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign; or
- (c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in Section 4.6(a).

Unsigned Proposals, in the Owner's sole and absolute discretion, may be rejected.

4.7 Numbers and Figures

If the Form of Proposal calls for numbers in both words and figures, then, in the event of a discrepancy, the words will govern.

5.0 SITE CONDITIONS, INFORMATIONAL MEETINGS AND SITE VISITS

5.1 Site Conditions

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the Site. In submitting a Proposal, a Proponent will be deemed to have made allowance for all factors relating to the Site that might affect the performance of the work, that would be apparent to a knowledgeable and experienced contractor from a visual inspection of the Site and a review of available materials and information, including the location of the Site, local conditions related to the work, geotechnical and subsurface conditions, Site drainage, Site access, local weather, availability of labour, equipment and materials and any other relevant matters. (For clarity, except as may be expressly permitted in the Contract Documents, such required inspection will not include subsurface geotechnical investigations.) By submitting a Proposal, a Proponent will be deemed to have undertaken any required inspection and to have taken account of all such factors in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Site or factors as described in this Section 5.1 which were reasonably foreseeable by a contractor qualified to undertake the work that was knowledgeable of, and had inspected, the Site and considered the factors listed in this Section 5.1.

5.2 Informational Meetings and Site Visits

The Owner will hold an informational site meeting on March 13, 2026 at 10:00 a.m. at the proposed fire hydrant location on Zobnick Road, as identified on the Contract Drawings.

Attendance at the meeting is not mandatory; however, Proponents who do not attend will be deemed to have received all information made available to those in attendance. Any questions and responses arising from the meeting will be issued by addendum via BC Bid.

As a condition of entering the Site the Proponent must agree to comply with, and cause all of its representatives, including its directors, officers, employees and agents, and its team members to comply with all Site rules and regulations, as may be established by the Owner.

6.0 PROPOSAL PRICE

6.1 Proposal Price

The price(s) set out in the completed Schedule of Quantities and Prices (attached to the Form of Proposal) will, applied in accordance with the terms of the Contract Documents, represent the entire cost to the Owner for the complete performance of the work, exclusive only of GST. The aggregate of such prices (based on applicable unit prices, lump sum prices and other forms of pricing as indicated on the Form of Proposal, and including options or alternates, if any, as may be included in the Schedule of Quantities and Prices) (collectively, the "Proposal Price") will be the Proponent's total price for the complete performance of all the work. The Proposal Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the work, including all items which, while not specifically listed, are included in the work specifically or by necessary inference from the Contract Documents; and
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit.

7.0 PROPOSAL EVALUATION

7.1 Evaluation Committee

The evaluation of Proposals to identify a Preferred Proponent will be carried out by a committee of one or more persons appointed by the Owner (the "Evaluation Committee"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee in its sole discretion may decide it requires, including technical, financial, legal and other advisors or employees of the Owner.

7.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate the Proposals to identify the Proposal which the Evaluation Committee, in its sole and absolute discretion, judges to be the most advantageous to the Owner by applying the evaluation criteria set out in Attachment A to this RFP.

7.3 Evaluation Process

To assist in evaluation of Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Proponent, and any subcontractors proposed in the Proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Proposals;
- (b) seek clarification or additional information from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of a Proposal;
- (c) request interviews/presentations with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals; and
- (d) seek confirmation that the inclusion of any Personal Information about an individual in a Proposal has been consented to by that individual.

7.4 Detailed Evaluations

In conducting an evaluation the Evaluation Committee will not be required to complete a detailed evaluation of all Proposals and may, after completing a preliminary review of all Proposals, identify and drop from any detailed evaluation any Proposal which the Evaluation Committee judges to not be in contention to be selected as the Proposal of the Preferred Proponent when compared to the other Proposals;

7.5 Reservation of Rights

The Owner reserves the right, in its sole and absolute discretion, to:

- (a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the work in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of work;
- (b) evaluate a Proposal that includes one or more alteration, modification or amendment as permitted by Sections 4.3, 4.4 and 4.5 by applying the evaluation criteria as set out in Section 7.2 to identify the alteration, modification or amendment that the Owner determines is most advantageous to itself, and for the purposes of comparison to other Proponent's Proposals, incorporate the identified advantageous alteration(s), modification(s) or amendment(s) into the Proposal together with the corresponding adjustment, if any, to the Proposal Price; and
- (c) accept the Proposal (including a Proposal modified as described in Section 7.5(b)) which, applying the evaluation criteria as set out in Section 7.2, the Owner determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price;
- (d) award separate Contracts for portions of the work, including with respect to one or more payment items; and
- (e) if only one Proposal is received, reject that Proposal and terminate the process under this RFP, and proceed with the work in some other manner, including entering into negotiations with that Proponent with respect to any matter, including price.

7.6 Recommendation of Preferred Proponent

After completion of the evaluation as set out in Section 7.0, the Evaluation Committee will recommend a Proponent to be selected by the Owner as the Preferred Proponent.

7.7 All Proposals Over Budget

Subject to any express provision of this RFP, if the Proposal Prices for all Proposals exceed the amount that the Owner has budgeted for the work, then the Owner may, at its election and in its sole and absolute discretion:

- (a) seek approval for an increase in the budget; or
- (b) terminate the process under this RFP and;
 - (i) enter into negotiations with the Proponent that but for its over-budget Proposal Price would have been recommended as the Preferred Proponent under Section 7.6 for the purpose of identifying scope or other amendments to the Contract Documents to achieve the budget, and if agreement is reached award a Contract to that Proponent; and
 - (ii) if for any reason agreement is not reached on the terms of the Contract with the

Proponent identified under Section 7.7(b)(i), then enter into negotiations with the next most highly evaluated Proponent on the same basis as described in Section 7.7(b)(i), and continue in that manner until an agreement is reached with a Proponent on scope or other amendments to the Contract Documents required to achieve the budget.

8.0 SELECTION AND DEBRIEFING

8.1 Notice to Preferred Proponent

If the Owner accepts the recommendation of the Evaluation Committee under Section 7.6 for the Preferred Proponent the Owner will issue a written notice to such Proponent stating that it is the Preferred Proponent. The Owner will not select a Proponent as Preferred Proponent that is not recommended by the Evaluation Committee under Section 7.6.

8.2 Negotiations of Contract and Award

The Owner may enter into negotiations with the Preferred Proponent after completion of the evaluation as set out in Section 7.0 and the selection of the Preferred Proponent under Section 8.1. The Preferred Proponent will use good faith commercial efforts to negotiate and enter into a Contract with the Owner. During negotiations the Owner may:

- (a) negotiate any aspect of a Preferred Proponent's Proposal, including reductions in the prices as set out in the Preferred Proponent's Proposal;
- (b) negotiate the incorporation of the Preferred Proponent's suggested amendments to the Contract as may be included in its Proposal;
- (c) negotiate terms and conditions different than those contained in the RFP Documents, the Proposal or both; and
- (d) if at any time the Owner reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time, give the Preferred Proponent written notice to terminate discussions, in which event the Owner may then either open discussions with another Proponent or terminate this RFP in whole or in part and obtain the work in some other manner, or not at all.

8.3 Notification to Unsuccessful Proponents

After entering into the Contract with the Preferred Proponent, the Owner will notify unsuccessful Proponents that the Contract has been concluded by sending a written notice to the representatives of the unsuccessful Proponents.

8.4 Debriefing

After entering into the Contract with the Preferred Proponent, the Owner will conduct a debriefing, upon request, of an unsuccessful Proponent to discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Owner will not disclose or discuss any confidential information of any other Proponent.

9.0 MISCELLANEOUS CONDITIONS

9.1 Ownership and Use of Proposals

Upon delivery to the Owner, a Proposal will become the property of the Owner and will not be returned to the Proponents except as the Owner, in its sole and absolute discretion, may determine. The Owner may make use of the contents of a Proposal submitted by an unsuccessful Proponent with the written

approval of the unsuccessful Proponent, including payment of reasonable compensation as agreed to by the Owner and the unsuccessful Proponent.

9.2 No Obligation to Proceed

Nothing in this RFP will be interpreted as committing the Owner in any way to award a Contract.

9.3 Cost of Preparing a Proposal

Each Proponent is solely responsible for its own costs and expenses incurred in preparing and submitting its Proposal and for participating in this competitive procurement process, including for any meetings, due diligence, negotiations or discussions with the Owner or the Owner's representatives and consultants, relating to or arising from this RFP.

9.4 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the Owner or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the Owner rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP), except that this Section 9.4(a) will not apply if the Owner or its representatives administers this RFP maliciously with deliberate disregard for the legal rights of a Proponent as provided by this RFP; and
- (b) waives any Claim against the Owner and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the work between the Proponent and the Owner for any reason whatsoever, including in the event that the Owner rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

9.5 Restricted Parties

A "Restricted Party" is a person, entity, firm or organization who the Owner has identified as being restricted from participating as a member of a Proponent team because such person, entity, firm or organization:

- (a) is participating or is involved in the RFP process or in the design, planning or implementation of the work or who has so participated or has been so involved; and
- (b) may provide a material unfair advantage or material confidential information to a Proponent team that it joined that is not, or would not reasonably be expected to be, available to other Proponents.

As of the date of this RFP, the Owner has identified the following persons, entities, firms or organizations as Restricted Parties:

N/A

The Restricted Parties are restricted from participating as a member of a Proponent's team. The above may not be an exhaustive list of Restricted Parties. Additional persons, entities, firms or organizations may be added to the list at any stage of this RFP process by issuance by the Owner of an Addendum, as the Owner becomes aware of additional persons, entities, firms or organizations who should be restricted.

9.6 Use or Inclusion of Restricted Parties

No Proponent nor any member of the Proponent's team may use, consult or seek advice from any Restricted Party or include any Restricted Party in the Proponent's team. The Owner may, in its sole and absolute discretion, disqualify a Proponent or impose such conditions on the Proponent's continued participation in this RFP process as the Owner may consider to be appropriate, if the Proponent uses or includes a Restricted Party in the Proponent's team:

- (a) to advise or otherwise assist the Proponent in connection with the Proponent's participation in this RFP process, including in connection with the Proponent's preparation of its Proposal; or
- (b) as an employee, advisor or consultant to the Proponent or a member of the Proponent's team.

9.7 Relationship Disclosure

A Proponent should complete and submit a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" (attached to the Form of Proposal) that fully discloses the following relationships:

- (a) all members of the Proponent's team who were employees of the Owner at any time during the two year period preceding the date of the disclosure; and
- (b) all known relationships the Proponent and each member of the Proponent's team has, or has had, with the Owner, a Restricted Party (if any are listed in this RFP), or any other person providing advice or services to the Owner with respect to this RFP or the design, planning or implementation of the Contract or any other matter that gives rise, or might give rise, to:
 - (i) a conflict of interest; or
 - (ii) an unfair advantage,

with the knowledge and intention that the Owner may rely on any such disclosure.

At the time of such disclosure, the Proponent should include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner may require in its discretion in connection with the Owner's consideration of the disclosed relationship and proposed measures.

If, at any time before award of the Contract, the Proponent becomes aware of any such relationship that was not disclosed in its Proposal, then the Proponent will, by written notice addressed to the Contact Person, promptly disclose such relationship.

9.8 Conflict of Interest and Unfair Advantage

The Owner reserves the right in its absolute and sole discretion to:

- (a) disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether actual, perceived, or likely to arise in the future; and
- (b) may permit a Proponent to continue in this competitive procurement process and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner with respect to an actual, potential or perceived conflict of interest.

9.9 Advanced Ruling

A Proponent that has any concerns regarding:

- (a) whether a current or prospective employee, advisor or member of the Proponent's team is or may be a Restricted Party (if such concept is included in this RFP); or
- (b) whether the Proponent or any member of the Proponent's team has a relationship that may give rise to a conflict of interest or unfair advantage,

is encouraged to request an advance ruling on the matter, by submitting to the Contact Person, not less than ten days prior to the Closing Time:

- (c) a description of the relevant relationship; and
- (d) the measures that have been, or will be, implemented to mitigate, minimize or eliminate any actual, perceived or potential conflict of interest or unfair advantage.

Subject to the terms of this RFP, all requests for advance rulings will be treated in confidence.

9.10 No Representation or Warranty

Each Proponent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the Owner, the Contact Person or any advisor to the Owner, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 9.10. The Owner accepts no responsibility for any Proponent lacking any information.

9.11 Use of RFP Documents

No person may, without the express prior written consent of the Owner, use, copy or disclose any information contained in the RFP Documents for any purpose other than for the purpose of preparing a Proposal.

9.12 FOIPPA (Freedom of Information and Protection of Privacy Act)

Proponents should be aware that the Owner is a "public body" defined by and subject to FOIPPA. Subject to FOIPPA and this RFP, the Owner will endeavor to keep all Proposals (and their contents) confidential.

Each Proponent is responsible for compliance with laws applicable to the collection, use and disclosure of Personal Information, including FOIPPA. If a Proponent includes Personal Information (including resumes) in a Proposal, then by submitting a Proposal a Proponent will be deemed to represent to the Owner that the Proponent has obtained written consent from the applicable individual(s), including the consent to the indirect collection of Personal Information by the Owner, and that the Personal Information may be forwarded to the Owner for the purposes of responding to this RFP and may be used by the Owner for the purposes set out in this RFP. The Owner reserves the right to require proof of such consent and to reject a Proposal if such consent is not provided as required by applicable law.

9.13 Proprietary or Confidential Documents

The Owner may elect to restrict access to RFP Documents which are proprietary or confidential to the Owner by not posting such RFP Documents to the On-Line Information Address and making such RFP Documents available in some other manner. As a condition of access the Owner may require a Proponent to sign a non-disclosure agreement in a form provided by the Owner.

9.14 No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and the Proponent's team, represents and confirms to the Owner that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.

Each Proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the Owner or to a member of the Evaluation Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then the Owner may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

ATTACHMENT A: EVALUATION CRITERIA

	Evaluation Criteria	Weighting	Score
1	Experience and expertise	30	
2	Capacity, including available personnel, equipment and resources	20	
3	Methodology, work plan, schedule	20	
4	Price, including costs to be incurred by the Owner	30	
	TOTAL	100	

It is anticipated that the Proponent that is evaluated to have the highest aggregate score will be selected as the Preferred Proponent, but the Owner reserves the right for the Evaluation Committee to decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or greater material risk to the Owner as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

Notes on Evaluation Criteria:

- a. "Experience and Expertise" refers to the experience and expertise of the Proponent team (including the experience of any identified Subcontractors) and means the experience with work or services similar to the scope and nature of the work or services required under the Contract, and the relevant expertise to perform such work or services.
- b. "Capacity" refers to the personnel, equipment and resources that are available to perform the work or services required under the Contract.
- c. "Methodology" refers to the work plan and approach the Proponent intends to use in the performance of the work or services required under the Contract
- d. "Price" refers to the overall amount to be paid by the Owner for the performance of the Contract, including all costs that will be incurred by the Owner and risks to be assumed by the Owner.
- e. "Past Performance" refers to the Proponent's demonstrated ability to complete projects within schedule, budget and to provide the best value for their clients. This will include evaluation of provided references.

ATTACHMENT B: REFERENCE CONTRACT

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this
_____ day of _____, 20_____.

Contract:

(TITLE OF CONTRACT)

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The

(NAME OF OWNER)

(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 *Substantial Performance* of the *Work* on or before _____ subject to
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
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
- 3.1.1 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
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 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 email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Email: _____

Attention: _____

The *Contractor*:

Email: _____

Attention: _____

The *Contract Administrator*:

Email: _____

Attention: _____

6.2 A communication or notice that is addressed as above shall be considered to have been received

- 3.1.4 immediately upon delivery, if delivered by hand; or
- 3.1.5 immediately upon transmission if sent by fax and received in hard copy; or
- 3.1.6 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:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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

**Schedule 1 Schedules
of Contract
Documents**

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 2019. All sections of this publication are included in the Contract Documents.

- 8.1 Agreement, including all Schedules;
- 8.2 General Conditions*;
- 8.3 Supplementary Specifications;
- 8.4 Specifications*;
- 8.5 *Contract Documents* listed in Schedule 2 to the Agreement – “List of *Contract Documents*”;
- 8.6 Standard Detail Drawings*;
- 8.7 Executed Form of Proposal, including all Appendices and Schedules;
- 8.8 The following Addenda:

(ADDENDA, IF ANY)

**Schedule 2 List of
Contract
Documents**

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
COVER SHEET	2501987-000-1100-00T	1	26/02/20
LEGEND AND NOTES	2501987-000-1100-001	1	26/02/20
EXISTING CONDITION SITE PLAN	2501987-000-1100-100	1	26/02/20
WATERMAIN PLAN & PROFILE SHEET 1 OF 2	2501987-000-1100-200	1	26/02/20
WATERMAIN PLAN & PROFILE SHEET 2 OF 2	2501987-000-1100-201	1	26/02/20
CONSTRUCTION DETAILS SHEET 1 OF 2	2501987-000-1100-500	1	26/02/20
CONSTRUCTION DETAILS SHEET 2 OF 2	2501987-000-1100-501	1	26/02/20
HDPE WATERMAIN ANCHOR BLOCK NOTES AND DETAILS	2501987-000-1100-502	1	26/02/20
Auger Bore Feasibility Report	4952-ENG-RPT-0001	B	26/01/08
CN RAILWAY AUGER BORE CROSSING PLAN AND PROFILE - NPS 20 CASING	4952-EG-0101	0	26/01/06
CN RAILWAY AUGER BORE CROSSING CONSTRUCTION NOTES AND PIPELINE INFORMATION - NPS 20	4952-EG-0102	0	26/01/06

SUPPLEMENTARY GENERAL CONDITIONS

The general conditions for this Work are contained in the most recent version of the Master Municipal Construction Documents (MMCD). The following is a list of MMCD Supplementary General Conditions and requirements which form part of this Contract.

In cases of conflict, the order of precedence for specifications and standards is as set out in GC 2.1.4.

Title	Section	Subsection	Supplementary General Conditions
Safety	GC 4.2R	4.2.1R revised	The Contractor shall be solely responsible for construction safety at the Place of Work as and to the extent required by applicable construction safety legislation, regulation and codes, including the Workers Compensation Act and applicable regulations, and by good construction practice. <u>This includes the requirements specified in the latest edition of the Safe Work Procedures for Handling Asbestos.</u>
Construction Schedule	GC 4.6R	4.6.2R revised	The Contractor shall update the Baseline Construction Schedule <u>bi-weekly</u> to produce an adjusted Baseline Construction Schedule that reflects any adjustments to the milestone dates or the contract time as provided by the contract documents, including without limitation if the contract administrator issues a change order or other contract document(s) which adjust any Milestone Dates(s).
Construction Schedule	GC 4.6R	4.6.8R added	In preparing and updating the Baseline Construction Schedule, the Contractor shall adhere to the following project scheduling constraints. Construction work is permitted between 07:00 and 22:00 in accordance with the Town's Noise Bylaw. Town staff, including inspection and Contract Administration services, are available between 08:00 and 17:00, Monday to Friday. Where the Contractor requires inspection or Contract Administration services outside of these hours, such services are subject to the Town's discretion and shall be provided at the Contractor's expense. The Contractor shall provide a minimum of 72 hours' written notice for any Work requiring inspection or Contract Administration services outside of the Town staff availability hours.
Third Party Utility Work by Others	GC 6.4R	6.4.1R added	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. <u>Standard Contract clauses for Changes will apply.</u>
Third Party Utility Work by Others	GC 6.4R	6.4.2R added	The Contractor shall coordinate work and schedules with Town Utilities, Gas, Electrical, Transportation and Communication Companies as required for any conflicts, adjustments or protective measures. The Contractor shall permit and accommodate other contractors or companies working within the site on shallow utility work, overhead utility work or other utility improvements as required.

Title	Section	Subsection	Supplementary General Conditions
Delay by Contractor	GC 13.2R	13.2.2R added	If the Contractor fails to provide notification as specified in the Contract Documents, the Contractor shall not proceed with the work in the affected area without prior written permission from the Contract Administrator. Any delays incurred by the Contractor for failure to provide required notification shall not serve as justification to extend Contract Time.
Liquidated Damages for Late Completion	GC 13.9R	13.9.1R revised	If the Contractor fails to meet the Milestone Date for Substantial Performance as set out in its Proposal as may be adjusted pursuant to the provisions of the Contract Documents, then the Owner may deduct from any monies owing to the Contractor for the Work: (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 per day or pro rata portion for each Day that actual Substantial Performance is achieved after the Substantial Performance Milestone Date; plus (2) all direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay. <u>If the monies owing to the Contractor are less than the total amount owing by the Contractor to the Owner under (1) and (2) then any shortfall shall immediately, upon written notice from the Owner, and upon Substantial Performance, be due and owing by the Contractor to the Owner.</u>
Holdbacks	GC 18.4R	18.4.6R added	At the time of Substantial Performance, the Contractor is required to provide record drawing information that meets Section 01 33 01 – Project Record Documents. Should the Contractor fail to provide the record drawing information, this will be taken to be a deficiency, and the Owner may hold back amounts from the payments as per 18.4.2R from payments otherwise due to the Contractor. This holdback may be held until record drawing information is submitted and approved by the Contract Administrator, and the conditions of GC 18.4.2R are met.
Holdbacks	GC 18.4R	18.4.7R added	The Owner will, in addition to any other holdbacks that may be provided by the Contract Documents, deduct from the progress payments otherwise due to the Contractor, a Maintenance Security holdback in the amount of 2% of each progress payment, up to a total amount not to exceed 2% of the Contract Price, to cover the cost of corrections to the Work that may be required under GC 25. The Contractor may substitute a letter of credit, in the amount of the Maintenance Security, in a form and from a financial institution acceptable to the Owner, for the Maintenance Security holdback for the duration of the Maintenance Period. The Maintenance Security not required under GC 25, and remaining at the end of the Maintenance Period, shall be paid without interest to the Contractor.
Permits	GC 20.2R	20.2.3R added	The Contractor and subcontractors shall obtain a Town of Smithers business license, a copy of which must be submitted to the Contract Administrator prior to issuance of the first Payment Certificate.

SUPPLEMENTARY SPECIFICATIONS

The general conditions for this Work are contained in the most recent version of the Master Municipal Construction Documents (MMCD). The following is a list of MMCD Supplementary Specifications and requirements which form part of this Contract.

In cases of conflict, the order of precedence for specifications and standards is as set out in GC 2.1.4.

Title	Section	Subsection	Supplementary Specifications
"Form of Tender" to "Form of Proposal"	All	All added	References made to the "Form of Tender" throughout the MMCD 2019 RFP Specifications shall be revised to reference the "Form of Proposal".
Tender References	All	All added	References made to the term "tender" or "tendered" throughout the MMCD 2019 RFP Specifications shall be revised to reference "proposal" or "the proposal".
Section 01 33 01 - Project Record Documents	1.7	1.7.5 added	<p>Upon completion of construction at the time of Substantial Performance, provide the Contract Administrator with a clearly legible hand marked as-constructed set of Drawings and an as-constructed 3D digital alignment survey compatible with AutoCAD in UTM NAD 83 Zone 09 coordinates and a PNEZD comma delimited survey point file, including a complete and accurate record of the details and precise locations of the Work as they have been constructed in relation to the legal boundaries of the Town. The record shall include:</p> <ol style="list-style-type: none"> (1) confirmation of all material sizes, types and classifications; (2) location and elevation of all hard surface features at any change in alignment, change in grade, start point, end point and tie-in point; (3) location and invert elevation of all constructed and found utilities at any change in alignment, change in grade, material type, inlet, outlet, gate valve, tees, start point, end point and tie-in point; (4) location and elevation of all utility features and structures at surface including but not limited to manholes, catch basins, valves, hydrants, curb stops and cleanouts; (5) locations, sizes and inverts of all existing services and utilities exposed during the course of the construction; and horizontal alignment of curbs, sidewalks and line painting that are constructed or reinstated. <p>In addition to requirements specified elsewhere in the Contract Documents the Contractor shall be responsible for undertaking as-built surveys and furnishing the contract Administrator in an organized format the following information:</p> <ol style="list-style-type: none"> a) Location of all surface works within this Contract. b) Locations in three dimensions (N, E, elevation) of all buried utilities. <p>At the time of Substantial Performance should the Contractor fail to provide as-built information in a form suitable to the Contract Administrator this will be taken to be a deficiency of the work and will be subject to holdback as outlined in GC 18.4R.</p>

Title	Section	Subsection	Supplementary Specifications
Section 01 43 00 - Project Communications	1.0	1.0.1 added	Section 01 43 00 addresses general requirements for project communications during construction. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
Section 01 43 00 - Project Communications	1.1	1.1.1 added	<p>The Contractor shall be responsible for notifying, in writing, all property owners affected by proposed construction within the project limits (100m surrounding). This notification shall be done on a block-by-block basis, with each occupied property parcel contacted seven days in advance of construction activities. The notice shall include the name, address, phone, and fax numbers of the Contractor including the name, daytime and phone numbers of the Contractors Representative. The content and form of written notifications shall first be reviewed by the Contract Administrator and the Owner, and the Contractor shall incorporate any modifications or comments made by the Contract Administrator into the notification form, prior to issuance. The notification shall include a summary of each phase of the work and the impacts it will have on the residences, school district, businesses and adjacent properties. Specific impacts to be addressed include but are not limited to:</p> <ul style="list-style-type: none"> • provision or limitation of access to the property; • timelines for pedestrian access disruptions; • timelines for disruption and reinstatement of water service; and • timelines for reinstatement of sidewalks and roadway. <p>The Contractor shall also be responsible for notifying in writing all individual property owners of all planned property access restrictions, including requests to move vehicles.</p>
Section 01 43 00 - Project Communications	1.1	1.1.2 added	Meeting between Contract Administrator, the Owner and Contractor to establish communications and review Communications Plan. All emergency services and BC Transit will be notified of scheduled construction works and any changes in traffic configurations two (2) weeks prior to the start of Work by the Contractor. For any unscheduled traffic delays, the emergency agencies will be advised immediately. During this time, all traffic control devices will be implemented in accordance with standards set out in the Traffic Control Manual for Work on Roadways, with modifications to suit local situations as deemed necessary by the Traffic Control Supervisor. The Contractor will notify the Owner immediately of any unexpected major delays.
Section 33 11 01 - Waterworks	1.8	1.8.2. revised	<p>All watermain unit rates under 1.8.2 include all required joint restraint systems, mechanical restrainers, and flex restraints as necessary to meet thrust restraint requirements shown on the Contract Drawings. No separate payment will be made; the Contractor shall supply all materials, labour, and equipment required to fully restrain the watermain.</p> <p>Payment under 1.8.2 also includes all trench excavation, bedding, backfill, pipe installation, fittings, temporary surface restoration, and any saw cutting required for installation.</p>

Title	Section	Subsection	Supplementary Specifications
			Permanent pavement replacement, including removal and disposal of existing asphalt or concrete and placement of new pavement, will be measured and paid separately under Division 32 – Roads & Site Improvements (e.g., 32.12.16).
Section 01 43 00 - Project Communications	1.1	1.1.3 added	Written / E-mail notices will be prepared and delivered by the Contractor to emergency and public services, transit, residents, and local businesses in the vicinity (100m) of the construction area not less than one week and not more than two weeks prior to construction. Construction notices will include, but not limited to, a brief description of the Work(s) taking place, scheduled start and completion dates, and related traffic control measures, and locations of temporary transit stops. The Owner will review the letters prior to distribution by the Contractor. These letters will be based on information and schedule provided by the Contractor. As construction progresses, construction update letters may be required. If required in the opinion of the Contract Administrator and the Owner, the Contractor shall distribute the letters.
Section 01 43 00 - Project Communications	1.1	1.1.4 added	The Contractor is to give advanced notices for scheduled work and traffic pattern changes to the contract administrator and owner for updates on the Owner's social channels.
Section 01 43 00 - Project Communications	1.1	1.1.5 added	If the Contractor fails to provide notification as specified under 1.1.1 and 1.1.3 of this Section, the Contractor shall not proceed with the work in the affected area without prior written permission of the Contract Administrator. Any delays incurred by the Contractor for failure to notify property owners and residents as specified shall not serve as justification to extend Contract Time.
Section 01 43 00 - Project Communications	1.3	1.3.1 added	Payment for all work performed under this Section will be incidental to payment for work described in other Sections.
Section 01 53 01 Temporary Facilities	1.6	1.6.1 revised	The contractor is responsible for providing, installing, and maintaining all hoarding necessary to secure and protect the construction site, equipment, and materials from weather exposure and unauthorized access.
Section 33 11 01 - Waterworks	1.8	1.8.16 Added	Supply, install, and commission watermain under CN Rail using trenchless methods, including all mobilization and demobilization specific to the trenchless works, site preparation, excavation and backfill for pits, casing installation, soil disposal, dewatering, jointing, testing, and surface restoration. All work shall be carried out in strict accordance with the CN Railway Auger Bore Feasibility Report (Document No.: 4952-ENG-RPT-0001, including Appendices A–C), including environmental, geotechnical, and CN Railway requirements. The Contractor shall submit, as part of their trenchless works plan, the proposed Environmental and Construction Management measures demonstrating compliance with the CN requirements and the Owner's environmental expectations. No separate payment will be made; all work is included in the lump sum for this item.

Title	Section	Subsection	Supplementary Specifications
Section 33 11 01 - Waterworks	1.6	1.6.2 Added	In addition to the record drawing requirements under 1.6.1, the Contractor shall provide valve record cards in the Town's standard format. The Owner will supply the blank cards and valve numbers and can provide sample completed cards for reference.
Section 33 11 01 - Waterworks	2.6	2.6.4 Added	Hydrants shall comply with Town bylaw: Terminal City C71P or Canada Valve Century. All hydrants shall have a 4" outlet with storm coupling and black cap; remainder painted yellow. Contractor may select manufacturer unless directed otherwise
Section 01 57 01 – Environmental Protection	1.13	1.1.3 Revised	The Contractor shall ensure that all work complies with applicable environmental legislation, including the Migratory Birds Convention Act and any relevant provincial regulations. Protection of active bird nests, if present, is the responsibility of the Contractor, and any necessary adjustments to the work schedule to avoid impacts are at the Contractor's discretion

ATTACHMENT C: FORM OF PROPOSAL

 (RFP Title and RFP Number)

To: _____
 [Owner’s name and address]

Capitalized terms used but not defined in this Form of Proposal have the meanings assigned to such terms in the Request for Proposals applicable to this Form of Proposal (the “RFP”), unless the context requires otherwise.

1.0 PROPONENT INFORMATION

This Proposal is submitted by:

Legal Name of Proponent (the “Proponent”):	
Legal Structure of Proponent (if not incorporated):	
Date and Place of Formation (or incorporation):	
Address:	
Name of Representative:	
Representative’s Telephone Number:	
Representative’s Email Address:	
GST Registration Number (if no GST registration number is provided, the Proponent will be considered as not registered for GST):	
WorksafeBC Registration Number (if coverage for the Proponent’s workers is provided by an insurance policy rather than under the <i>Workers Compensation Act</i> (British Columbia), attach particulars of such policy to this Form of Proposal):	

2.0 RFP DOCUMENTS

The RFP Documents include the following documents attached to this Form of Proposal:

<u>Schedule Title</u>	<u>Schedule Number</u>
RFP Submission Requirements	1
Schedule of Quantities and Prices	2
Bonding Requirements	3
Proponent’s References	4
Subcontractors	5
Proposed Amendments to Commercial Terms	6
Alternatives	7
Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage	8
Tetra Tech Geotechnical Assessment and Ground Water Monitoring	9

3.0 PROPONENT’S DECLARATIONS

The Proponent declares and confirms it:

- (a) received, has examined and understands the RFP Documents, including any issued Addenda;
- (b) agrees to all terms and conditions of the RFP;
- (c) has full knowledge of the Site and the work required to be performed by it in accordance with the Contract Documents;
- (d) complied with the RFP;
- (e) based its Proposal Price on the estimated quantities set out in the Schedule of Quantities and Prices, if any, and understands that actual quantities may vary; and
- (f) completed and includes with this Proposal all documents listed in Section 2 of this Form of Proposal.

4.0 PROPONENT’S OFFER

The Proponent offers to perform and complete all of the work and provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents and for the Proposal Price, subject to the provisions of the Proponent’s Proposal.

This Proposal is executed by the undersigned as of the date noted below.

_____*

Authorized Signatory

Name and Title of Authorized Signatory

Date

SCHEDULE 1 – RFP SUBMISSION REQUIREMENTS

The Proponent shall provide the following information.

1. Provide a brief description of the Contractor Quality Assurance Plan that the Proponent will follow in performing the work (see GC 4.12R).
2. Provide a Construction Methodology Plan describing sequencing, approach, staffing and equipment resources, and a proposed schedule for the work.
3. Provide a brief description of the Safety Management Plan that the Proponent will follow in performing the work (see GC 4.2R).

SCHEDULE 2 – SCHEDULE OF QUANTITIES AND PRICES

1. All prices unless expressly stated otherwise:
 - a) will be deemed to be in Canadian dollars (and if any price is expressed in any other currency, then for the purposes of evaluation the Owner will convert such price to the Canadian dollar equivalent, calculated as of the Closing Time); and
 - b) will be deemed to include all applicable duties and all costs of performing the work and all applicable taxes, except only GST.

2. The abbreviations in the Schedule of Quantities and Prices are defined as follows:
 - LS - lump sum
 - l.m - linear meter
 - ea – each
 - sq.m – square meter
 - cu.m – cubic meter

3. Where the Proponent does not enter a price for a payment item in the Schedule of Quantities and Prices, then that payment item shall be deemed to have been included in the other prices the Proponent entered in the Schedule of Quantities and Prices and no separate payment will be owing for that payment item.

4. If there are any discrepancies in the Schedule of Quantities and Prices between the unit prices (if any) and the extended totals, then the unit prices will be deemed to be correct, and corresponding corrections will be made to the extended totals and the Proposal Price as may be required. If an extended total is given but the unit price has been omitted, then the corresponding unit price will be calculated from the extended total and the estimated quantity. If there is a discrepancy between the aggregate of prices in the Schedule of Quantities and Prices and the Proposal Price, then the aggregate of prices will be deemed to be correct and the Proposal Price adjusted accordingly.

5. Proponents should not submit unbalanced Proposal prices.



(All prices and Quotations including the contract Price shall include all Taxes, except GST. GST shall be shown separately)

Part A: Watermain						
Item #	Specification	Item Description	Unit	Quantity	Unit Price-\$	Amount -\$
Division 01 - General Requirements			Sub-Total Division 01		\$	-
01.01	01 53 01	SSpec Mobilization / De-Mobilization - for general project works, excluding trenchless works under 33 11 01 - 1.9.2.	LS			\$ -
01.02	01 33 01	SSpec Survey Layout and Project Record Documents	LS			\$ -
01.03	01 55 00	1.5.1 Traffic/Pedestrian Control, c/w Traffic Management Plans.	LS			\$ -
01.04		Hydrovac Exploration - Pre-construction	LS			\$ -
Division 03 - Concrete			Sub-Total Division 03		\$	-
03.01	03 30 20	1.4.3 Concrete Curb Repair				
		a) Concrete Curb, Barrier Type, to Match Existing	l.m.			\$ -
3.02	03 30 53	1.5.1 Concrete Anchor Blocks for HDPE Pipe - REFER TO DIV 33				
3.03	03 30 53 03 40 01	1.5.1 Concrete Thurst Blocks (incl. vertical) - REFER TO DIV 33				
Division 31 - Earthworks			Sub-Total Division 31		\$	-
31.01	31 11 01	1.4.1 Clearing and Grubbing, Including Tree/Stump/Root Removal and Disposal	l.m.			\$ -
		1.4.2				
31.02	31 22 01	1.4.1 Topsoil Stripping - Removal & Disposal (Assumed 150mm depth)	sq.m			\$ -
31.03	31 23 01	1.10.3 CONTINGENCY - Unsuitable Trench Material - Remove, dispose, replace with 150mm minus, as directed. Including supply of	cu.m			\$ -
31.04	31 24 13	1.8.9 Subgrade Preparation - (Roadway)	sq.m			\$ -
31.05	31 24 13	1.8.10 CONTINGENCY - Unsuitable Road Subgrade - Remove, dispose, replace with 75mm minus, as directed. Aggregates supplied by GVG.	cu.m			\$ -
31.06	32 91 21	1.4.1 Import of Topsoil, 100mm thick	sq.m			\$ -
Division 32 - Roads and Site Improvements			Sub-Total Division 32		\$	-
32.01	32 12 16	Hot Mix Asphalt Pavement UC#1				
		1.5.1 Asphalt Pavement, 65mm thick (Roadways)	sq.m			\$ -
32.02	32 11 16.1	1.4.3 Granular Sub-Base - 75mm minus - N/A INCLUDED WATERWORKS PIPELAYING				
32.03	32 11 23	1.4.2 Granular Base, 150mm thickness - 19mm minus N/A INCLUDED WATERWORKS PIPELAYING				
32.04	32 92 20	1.8.1 PROVISIONAL Option A - Hand Seeding (Local Dryland Seed Mix)	sq.m			\$ -
32.05	32 92 19	1.8.1 PROVISIONAL Option B - Hydraulic Seeding (Local Dryland Seed Mix)	sq.m			\$ -
Division 33 - Utilities			Sub-Total Division 33		\$	-
33.01	33 11 01	1.8.2 SS Watermain - all depths, supply & install				
		a) 300mm DR18 PVC C900 - includes pipe restrainers	l.m.			\$ -
		b) 150mm DR18 PVC C900 - includes pipe restrainers	l.m.			\$ -
		c) 350mm DR11 HDPE - includes flanges, backup rings, flex restrainers, and restrainers	l.m.			\$ -
		d) 300mm D.I. - includes pipe restrainers	l.m.			\$ -
33.02	33 11 01	1.8.14 Fire Hydrants Complete - does not include lead or gate valve (paid seperately)	ea			\$ -

Item #	Specification	Item Description	Unit	Quantity	Unit Price-\$	Amount -\$
33.03	33 11 01	1.8.3	Tees, supply & install			
			a) 150x150x150mm HxHxF Ductile Hydrant Tee	ea		\$ -
			b) 300x300x150mm HxHxF Ductile Tee	ea		\$ -
			c) 300x300x300mm FxFxF Ductile Tee	ea		\$ -
33.04	33 11 01	1.8.3	Valves, supply & install as per Gate Valve Installation detail			
			a) 300mm FxH gate valve	ea		\$ -
			b) 150mm FxH gate valve	ea		\$ -
33.05	33 11 01	1.8.3	Pipe Bends & Reducers - supply & install			
			a) 300mm HxH 22.5 deg. DI bend	ea		\$ -
			b) 300mm FxF 22.5 deg. DI bend	ea		\$ -
			c) 150mm HxH 22.5 deg. PVC bend	ea		\$ -
			d) 300mm HxF 90 deg. DI bend	ea		\$ -
			e) 350-300mm FxF Reducer DI	ea		\$ -
			f) 300-250mm FxH Reducer DI	ea		\$ -
33.06	33 11 01	1.8.5	Air-Release Combination Valve/FloodSafe Assembly and Chamber -	ea		\$ -
		1.8.6	includes all components shown on Air Release Valve Installation			
33.07	33 11 01	1.8.9	Concrete Encasement, Thrust & Anchor Blocks			
			a) Concrete Anchor Blocks for HDPE Pipe - includes all shown on sheet 502	ea		\$ -
			b) Concrete Thrust Blocks (incl. vertical)	ea		\$ -
33.08	33 11 01	1.8.13	Tie-ins to existing			
			a) Railway Ave	ea		\$ -
			b) West of CN Rail in BC Hydro ROW	ea		\$ -

Part B: Watermain Casing Pipe

Item #	Specification	Item Description	Unit	Quantity	Unit Price-\$	Amount -\$
Division 33 - Utilities				Sub-Total Division 33		\$ -
33.01	33 11 01	1.8.16 SS	Supply, install, and commission watermain under CN Rail using trenchless methods, in accordance with 1.8.16 SS and the CN Railway Auger Bore Feasibility Report (Doc. No. 4952-ENG-RPT-0001, Appendices A-C).	LS		\$ -

Note SS = Refer to Supplementary Specification

SCHEDULE 3 – PROPONENT’S REFERENCES

The Proponent should list at least three recent customer references where the Proponent has provided similar work to the work required by the Owner as described in the RFP. Include the name of the customer, a key contact person, a telephone number for that key contact person, and a brief description of the work provided to each of these customers. The Proponent agrees that the Owner may contact any reference. The Proponent should complete and provide a separate table (using the table below) for each of its references.

REFERENCE 1	
Client Name	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
Email Address	
Length of Relationship	
Type of work Provided to this Client	
Original Contract Value	
Final Contract Value	
REFERENCE 2	
Client Name	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
Email Address	
Length of Relationship	
Type of work Provided to this Client	
Original Contract Value	
Final Contract Value	

REFERENCE 3	
Client Name	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
Email Address	
Length of Relationship	
Type of work Provided to this Client	
Original Contract Value	
Final Contract Value	

SCHEDULE 4 – SUBCONTRACTORS

The Proponent should identify any scope of work that will be subcontracted and complete and provide a separate table (using the table below) for each of its subcontractors.

The Proponent agrees that the Owner may contact any proposed subcontractor and agrees, for and on behalf of any proposed subcontractor, that the Owner may contact any reference.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the work to be Subcontracted		
The Subcontractor’s Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of work:	
	Value:	
	Client Contact:	

SCHEDULE 5 – PROPOSED AMENDMENTS TO COMMERCIAL TERMS

The Proponent should list below any proposed amendments to the commercial terms for the final Contract as invited under Section 4.3 of the RFP (include the applicable section or GC reference and the rationale and the benefit to the Owner such as the amount of cost-savings), if any, for each proposed amendment). Except as may be specifically listed below, the Proponent will be deemed to fully accept all the commercial terms for the final Contract as described by the Contract Documents.

SECTION/GC	PROPOSED AMENDMENT	RATIONALE AND BENEFIT

SCHEDULE 6 – ALTERNATIVES

The Proponent should list below any proposed alternatives to the specifications or design or both as invited under Section 4.5 of the RFP (include the applicable specification or drawing reference and the rationale and the benefit to the Owner (such as the amount of cost-savings or superior performance), if any, for each proposed alternative). Except as specifically listed below, the Proponent will be deemed to fully accept and to agree to fully comply with the specifications and design as described in the Contract Documents.

SECTION/SP	PROPOSED ALTERNATIVE	RATIONALE AND BENEFIT

SCHEDULE 7 – RELATIONSHIP DISCLOSURE STATEMENT**CONFLICT OF INTEREST AND UNFAIR ADVANTAGE**

In accordance with Section 9.5 of the RFP, the Proponent declares on its own behalf and on behalf of each member of the Proponent's team that:

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent's team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent's team have reviewed the definition of Restricted Parties (if included in the RFP) and the non-exhaustive list of Restricted Parties (if any are specifically referenced in the RFP); and
- (c) the following is:
 - (1) a full disclosure of all members of the Proponent's team who were employees of the Owner at any time during the previous two year period from the date of this disclosure;
 - (2) a full disclosure of all known relationships the Proponent and each member of the Proponent's team has, or has had, with:
 - i. the Owner;
 - ii. any listed Restricted Party;
 - iii. any current employees, shareholders, directors or officers, as applicable, of the Owner or any listed Restricted Party;
 - iv. any former shareholders, directors or officers, as applicable, of any listed Restricted Party, who ceased to hold such position within two years from the date of this disclosure; and
 - v. any other person who, on behalf of the Owner or a listed Restricted Party, has participated or been involved in this competitive procurement process or the design, planning or implementation of the Contract or has confidential information about the Contract or this competitive procurement process; and
 - (3) a full description of the actions that the Proponent has undertaken or offers to undertake to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above; and
- (d) if no such relationships are disclosed by the Proponent, the Proponent is not aware of any former employees as described in subsection (c)(1) above nor any relationships between the Proponent or any member of the Proponent's team, and any of the persons described in subsection (c)(2) above, and the Proposal has not been prepared with any involvement from any of those persons.

Name of Member of Proponent’s Team	Name of Party with Relationship (e.g., list the Owner or a Restricted Party name)	Details of the Nature of the Relationship with the Owner or the listed Restricted Party

For the purposes of this Schedule 9 – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage:

“Proponent’s team” means:

- (a) all persons who have been involved in the preparation of the Proponent’s Proposal; and
- (b) all persons who the Proponent proposes to perform work or services under any resulting Contract.

The Proponent has undertaken or offers to undertake the following actions to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above: