



**City of
Richmond**

Request for Proposals
Finance and Corporate Services Division
Purchasing Section

8461P
Construction Services for Minoru Park Green Infrastructure

PREVIEW

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1. Introduction

1.1 The Project

The City of Richmond (the “**City**”) is proposing to engage a Contractor to provide construction services to renew and upgrade green infrastructure and park assets at the Minoru Lakes District, which is located across 6131 Bowling Green Road and 7191 Granville Avenue in Richmond, BC (the “**Project**”), as described in the Draft Contract Documents.

The Project schedule and performance of work must also adhere to all applicable requirements and standards set out by the following:

- The Water Sustainability Act Change Approval titled, *Changes In and About a Stream on Unnamed Minoru Ditch* (File Number: 2010880), dated June 3, 2024, issued the Ministry of Water, Land and Resource Stewardship, Government of British Columbia (the “**WSA Permit**”) provided as *Attachment 3 – WSA Permit*.

1.2 Objective of this RFP

The objective of this Request for Proposals (this “**RFP**”) is to invite qualified Proponents to each submit a competitive proposal (a “**Proposal**”) for the performance of the Work.

The City intends to award a single Contract for the performance of the Work and encourages each Proponent to submit Proposals on that basis.

Definitions

Throughout this RFP the following definitions apply:

- a) “Addendum” has the meaning set out in Section 2.5 of this RFP;
- b) “Bidding System” means the electronic system used by the City for its competitive bids and proposals at the following website <https://richmond.bidsandtenders.ca/Module/Tenders/en>, which is required to be used for all submissions from Proponents;
- c) “City” has the meaning set out in Section 1.1 of this RFP;
- d) “Claim” has the meaning set out in Section 7.6a) of this RFP;
- e) “Closing Time” has the meaning set out in Section 2.2 of this RFP;
- f) “Contract” means the final written contract between the City and a Proponent for the performance of the Work, entered into in accordance with this RFP, based on the draft Contract Documents;

- g) “Contract Documents” means the contract documents included as Appendix 3 – Draft Contract Documents to this RFP;
- h) “Contractor” means a Proponent after it has entered into the Contract;
- i) “Evaluation Committee” has the meaning set out in Section 5.1 of this RFP;
- j) “FOIPPA” has the meaning set out in Section 7.11 of this RFP;
- k) “Person” means an individual, a corporation, a partnership, a joint venture, a sole proprietorship, a trust, a society, or a governmental organization;
- l) “Project” has the meaning set out in Section 1.1 of this RFP;
- m) “Proponent” has the meaning set out in Section 3 of this RFP;
- n) “Proposal” has the meaning set out in Section 1.2 of this RFP;
- o) “Proposal Price” means the price(s) set out in the Proposal submitted through the Bidding System, applied in accordance with the terms of the Contract, which represent the entire cost to the City for the complete performance of the Work;
- p) “Q&As” has the meaning set out in Section 2.3b) of this RFP;
- q) “Reference Information” has the meaning set out in Section 2.6 of this RFP;
- r) “RFP” has the meaning set out in Section 1.2 of this RFP;
- s) “System Time” means the time on the Bidding System’s web clock; and
- t) “Work” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Contractor to complete and perform the work set out in Appendix 4 attached hereto, and its obligations set out in the Contract, all in accordance with the terms and conditions of the Contract.

1.3 Eligible Proponents

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

1.4 Bidding System Registration

In order to participate in this RFP opportunity, a Proponent must have a Bidding System “vendor account” and be registered as a “plan taker” for this RFP opportunity, which will enable the Proponent to download this RFP, to receive Addenda email notifications and download Addenda, to download all documents without the watermark “preview” on them, and to submit a Proposal through the Bidding System.

To obtain documents online please visit <http://Richmond.bidsandtenders.ca>. You can preview the RFP documents with a preview watermark prior to registering for the opportunity to participate in this RFP. Documents are not provided in any other manner.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP from a third party, the onus is on the Proponent to create a Bidding System “vendor account” and be registered as a “plan taker” for this RFP opportunity at <http://Richmond.bidsandtenders.ca>.

1.5 Bidding System Account Contact Names

Proponents are strongly urged when creating or updating a Bidding System “vendor account” to invite additional contacts to the vendor profile. This will permit invited contacts, after they use the invitation to create a login, to manage (register, submit, edit and withdraw) Proposals, in accordance with the terms and conditions of this RFP, which the Proponent is a registered “plan taker” for. In the event of vacations or illness, these additional contacts may act on the Proponent’s behalf, have the authority to receive Addendum notifications through the Bidding System, submit Proposals electronically through the Bidding System, withdraw and/or edit Proposals, and/or acknowledge Addenda.

Proponents are required to keep their vendor account active until this RFP opportunity has been awarded through the Bidding System to ensure they receive all notifications related to this RFP. Proponents are advised that they may also receive notifications by email from the City.

1.6 Professional Conduct

Proponents must conduct themselves in a professional, courteous and respectful manner when interacting with City staff throughout this RFP process, including any debriefing meeting held with City staff after this RFP has been awarded.

2. Submission Instructions and Requirements

2.1 Submission of Proposals

Proposals should be delivered to the City by electronic submission through the Bidding System. The City will not accept hardcopy submission, or electronic submission through email, faxes or any other means other than through the Bidding System.

Proposals should be submitted in accordance with the Bidding System submission requirements and instructions for this RFP opportunity, which can be reviewed at <http://Richmond.bidsandtenders.ca>, and any instructions or requirements set out in Appendix 1 attached hereto.

The City recommends that Proponents take advantage of the Bidding System feature to preview uploaded documents prior to submission. By doing so, a Proponent may avoid an error that could occur by the Proponent uploading an incorrect or unreadable file, which could render their submission non-compliant.

2.2 Closing Time

An electronic submission of a Proposal must be received through the Bidding System by 3:00 PM, local time in Richmond, BC, on July 24, 2025 (the “Closing Time”). Proposals received after the Closing Time are not permitted by the Bidding System and will not be considered. The definitive time for the purpose of this section, as well as any amendments or withdrawals of a Proposal, will be the System Time.

It is the sole responsibility of each Proponent to ensure that its Proposal is delivered by the Closing Time. The Bidding System will send a confirmation email to the Proponent advising that their Proposal was submitted successfully. If a confirmation email is not received or if a Proponent encounters any problems with the Bidding System, they should contact bids&tenders support using the contact information listed below, at least twenty-four (24) hours prior to the Closing Time:

support@bidsandtenders.ca

2.3 Enquiries and Responses

Enquires related to this RFP must be submitted through the Bidding System by clicking on the “Submit a Question” button for this specific RFP opportunity. Information obtained from any other source is not binding on the City and should not be relied upon as part of the RFP process. An enquiry deadline may be identified for this RFP and will be posted on the Bidding System.

The following will apply to any enquiry:

- a) the City 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;
- b) subject to Section 2.3d) any reply from the City to an enquiry will be in the form of either:
 - 1. an email to the designated contact person for each Proponent as a question and answer as part of a question and answer series for this RFP (“Q&As”); or
 - 2. an Addendum posted on the Bidding System, together with an email notification to the designated contact person for each Proponent; and
- c) subject to Section 2.3a) of this RFP, any enquiry and its response may, in the City’s sole and absolute discretion, be distributed to all Proponents; and
- d) notwithstanding Section 2.3b), the City reserves the right, at its sole and absolute discretion, to send a reply to an enquiry only to the Proponent who submitted the enquiry.

Proponents are encouraged to submit enquiries at an early date, and in any event prior to the date and time provided in the Bidding System for this specific RFP opportunity, so as to permit time for consideration by the City. Notwithstanding the foregoing, the City reserves the right to respond to enquiries submitted after the date and time shown in the Bidding System for this specific RFP opportunity.

2.4 Electronic Transmission

The City does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Proponent:

- a) for ensuring that the Bidding System is in good working order, or able to receive transmissions, such that a Proponent’s electronic Proposal submission cannot be received;
- b) for errors, problems or technical difficulties with respect to a Proponent’s electronic transmission, including the transmission of an electronic copy of its Proposal;
- c) that a Proponent’s electronic transmission, including the transmission of an electronic copy of its Proposal, is received by

the Bidding System in its entirety or within any time limit specified by this RFP;

- d) for ensuring notifications from the Bidding System, or emails from the City, are received by the Proponent.

Proponents are cautioned that the timing of their Proposal submission is based on when the Proposal is received by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc. For the above reasons, it is recommended that sufficient time be given to complete a Proposal submission and to resolve any issues that may arise.

2.5 Addenda

- a) The City may, in its sole and absolute discretion, amend this RFP at any time up to the Closing Time by issuing a written addendum (an “**Addendum**”). The City will post all Addenda on the Bidding System. 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 as part of Q&As pursuant to Section 2.3 of this RFP, will be included in or in any way amend this RFP.
- b) Proponents shall acknowledge receipt of any Addenda through the Bidding System by checking a box for each Addenda and any applicable attachment.
- c) It is the sole responsibility of each Proponent to ensure that it has received all issued Addenda before submitting a Proposal. Proponents should check online at <https://Richmond.bidsandtenders.ca> prior to submitting their Proposal and up until Closing Time in the event additional Addenda are issued.
- d) If a Proponent submits their Proposal prior to the Closing Time and an Addenda have been issued, the Bidding System shall withdraw the Proposal submission and the Proposal status will change to an incomplete status. The Proponent can view this status change in the “my bids” section of the Bidding System. The Proponent is solely responsible to:
 - i) make any required adjustments to their Proposal; and
 - ii) acknowledge the Addenda; and

- iii) ensure the re-submitted Proposal is received by the Bidding System no later than the Closing Time.

2.6 Reference Information Including Q&As

Any:

- a) information included in Q&As issued by the City under Section 2.3b) of this RFP; and
- b) information made available to Proponents prior to the Closing Time by the City or representatives of the City (such as, for illustration purposes only, site information, geotechnical or subsurface reports or record drawings), which is not expressly included in the draft Contract Documents

(collectively, “Reference Information”),

is provided for information only. Such information is 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 City or any representative of the City gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

It is the sole responsibility of each Proponent to ensure that it has received all Reference Information before submitting a Proposal.

2.7 Revisions and Withdrawal Prior to Closing Time

Proponents may edit or withdraw their submitted Proposal prior to the Closing Time, but not after. The Proponent is solely responsible to ensure that any edited Proposal is re-submitted and is received by the Bidding System by the Closing Time.

2.8 Not used

2.9 Not Used

2.10 Interpretation of Contract Documents

Proponents finding any contradictions or inconsistencies in this RFP, the Bidding System, or in the Contract Documents or its provisions, or having doubts as to the meaning or intent of any provisions, should immediately notify the City through the Bidding System, if prior to the Closing Time, by clicking on the “Submit a Question” button for this specific bidding opportunity, or by email to the City, if after the Closing Time, to purchasing@richmond.ca. If the City receives such notice prior to the

Closing Time and the City considers it necessary, the City may issue written Addenda to provide clarification(s) of the RFP, the Bidding System, or the Contract Documents in accordance with Section 2.5. No oral interpretation or representation from the City or any representative of the City will affect, alter or amend any provision of the RFP, the Bidding System or Contract Documents.

2.11 Not used

2.12 Alternatives

The draft Contract Documents may include specifications for the performance of the Work and may include drawings for the design of the Work, if applicable. A Proponent may submit a Proposal based on such specifications and design or may, in addition to, or in substitution for any element of the specifications or design or both as described in the draft 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 City (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 have fully accepted and to have agreed to fully comply with the specifications and design as described in the draft Contract Documents, except as may be expressly described otherwise in the Proposal.

2.13 Not Used

2.14 Approved Equals

Prior to the Closing Time a Proponent may request the City to approve materials, products, or equipment (“**Approved Equal**”) to be included in a proposal in substitution for items indicated in the Contract Documents. Applications for an Approved Equal must be made through the Bidding System, and supported by appropriate supporting information, data, specifications and documentation. If the City decides in its discretion to accept an Approved Equal, then the City will issue an Addendum. The City is not obligated to review or accept any application for an Approved Equal.

3. Information Meeting and Site Conditions

3.1 Information Meeting

The City may hold an information meeting for this RFP opportunity, with sign-in attendance forms. If the City elects to host an information meeting,

the City will post notice of the date, time and location of the meeting on the Bidding System. The City strongly encourages all potential Proponents to attend the information meeting. Attendance at the information meeting will be at the discretion of the Proponents, but Proponents who do not attend will be deemed to have received all of the information made available to attendees.

3.2 Site Conditions

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the site where the Work will be performed before submitting a Proposal and to be familiar with, and make allowance for, all factors relating to the site that might affect the performance of the Work, 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. 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 3.2 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 3.2.

3.3 Disability Accommodation

If the Proponent requires accommodations in order for a person with disabilities to participate in this RFP, then the Proponent should contact the City as soon as possible, and prior to the Submission Deadline or any information meeting, by clicking on the “Submit a Question” button on the Bidding System for this specific RFP opportunity.

4. Proposal Price

4.1 Discrepancies

If there are any discrepancies in a Proponent's Proposal between unit prices and the extended totals then the unit prices shall be deemed to be correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following apply:

- a) If a unit price is given but the corresponding extended total has been omitted, then the extended total shall be calculated from unit price and the estimated quantity, and inserted as the extended total;

- b) If an extended total is given but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and the estimated quantity, and inserted as the unit price;
- c) If both the unit price and corresponding extended total for a Proposal item have been omitted, then the following test shall be applied to determine whether the Proposal shall be rejected as incomplete:
 - i) the highest of the unit prices by other Proponents for that item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
 - ii) if the test extended total for the item exceeds 1% of the revised total Proposal Price, including test extended total, or if the revised total Proposal Price, including the test extended total, alters the ranking of the tenderers according to the lowest Proposal Price, then the omitted unit price for that item is deemed to materially affect the Proposal Price relative to other Proponents and the Proposal shall be rejected;
 - iii) if the Proposal is not rejected under subparagraph (ii) above, then the unit price and the extended total for that proposal item shall both be deemed to be zero, and the costs for that item shall be deemed to be included in other Proposal item prices;
- d) In no event shall page totals in a Proponent's Proposal or the total Proposal Price be used to calculate missing extended totals or unit prices.

4.2 Optional Work

If the Proposal includes any prices for Optional Work, as defined in GC 1.41 of the Master Municipal Construction Documents General Conditions, then Proponents must complete all the unit prices for such Optional Work in their Proposals. Such prices shall not include any general overhead costs, or other costs, or profit, not directly related to the Optional Work.

Notwithstanding that the City may elect not to proceed with the Optional Work, the prices for any Optional Work, including the extended totals for Optional Work unit prices, shall be included in the Proposal Price for the purpose of any price comparisons between Proposals.

5. Evaluation of Proposals

5.1 Evaluation Committee

The evaluation of Proposals will be carried out by a committee appointed by the City (the “**Evaluation Committee**”). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors of the City, whether internal or external, or employees of the City.

5.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate the Proposals to identify the Proposal which the Evaluation Committee judges to be the most advantageous to the City. The Evaluation Committee will determine which Proposal is the most advantageous to the City with reference to the criteria and weightings described in Appendix 2 – Evaluation Criteria and Weightings to this RFP.

It is anticipated that the Proponent that is evaluated to have the highest weighting will be selected, but the City reserves the right for the Evaluation Committee to:

- a) decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City 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; and/or,
- b) recommend a lower ranked Proponent, if the Evaluation Committee, acting reasonably and fairly, determines it to be more advantageous to the City, considering the balance of quality, cost, and any other relevant factors.

5.3 Evaluation Process

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

- a) conduct reference checks, background investigations, financial due diligence and litigation searches of the Proponent, inclusive of the Proponent’s directors/officers and key individuals, and any subcontractors proposed in the Proposal, with internal and/or external sources (including, for certainty, other employees of the City or consultants and advisors of the City), and consider and rely

on any relevant information received from the references and from any such investigations in the evaluation of Proposals;

- b) seek clarification or additional information (including missing submittals or amendments) from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals;
- 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;
- d) request samples or demonstrations from any, some, or all Proponents, and consider and rely on any relevant information received from the samples and demonstrations in the evaluation of Proposals; and
- e) request an onsite visit or investigation of any proposed facilities or locations determined to be a part of the Work.

5.4 Detailed Evaluations

In conducting an evaluation:

- a) 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 when compared to the other Proposals;
- b) the Evaluation Committee may, but is not obligated to, review or take into consideration:
 - i) any information contained in URL links or websites referred to in a Proposal; or
 - ii) any additional information provided in a Proposal that was not specifically requested as part of this RFP opportunity;
- c) at its discretion, the Evaluation Committee may, but is not required to, clarify any aspect of a Proposal with any Proponent at any time, including without limitation, any perceived or obvious error, inconsistency or omission;

- d) the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed amendments that do not offer sufficient benefits or will result in prejudice to the City; and
- e) notwithstanding Section 2.12 of this RFP, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed specification or design alterations, modifications or amendments that do not offer sufficient benefits or will result in prejudice to the City.

5.5 Reservation of Rights

Notwithstanding any other provision in this RFP, any practice or custom in the industry, or procedures and guidelines recommended for use on publicly funded projects, the City reserves the unfettered 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 as described in this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of Work, upon the same or different terms and conditions;
- b) review, or take into consideration, any information contained in URL links or websites referred to in a Proposal, but is not obligated to do so;
- c) waive non-material informalities, irregularities or other deficiencies in any substantially compliant Proposals, and accept Proposals which do not conform strictly to the requirements of this RFP;
- d) evaluate a Proposal that includes one (1) or more proposed amendments to the commercial terms for the Contract by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the proposed amendment to the commercial terms that the City determines is most advantageous to itself, and select that Proposal based on the identified proposed amendment to the commercial terms together with the corresponding adjustment, if any, to the Proposal Price;
- e) evaluate a Proposal that includes one (1) or more alteration, modification or amendment to the specifications or design or both as permitted by Section 2.12 of this RFP (whether such alteration,

modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the alteration, modification or amendment that the City determines is most advantageous to itself, and select that Proposal based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Proposal Price;

- f) accept all or part of any Proposal which, applying the evaluation criteria as set out in Section 5.2 of the RFP, the City determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price or the highest evaluation score;
- g) accept any one (1) or more of the Proposals;
- h) award separate Contracts for portions of the Work, including with respect to one (1) or more payment items, to one (1) or more Proponents (and for certainty the City reserves the right to self-perform any or all of the Work);
- i) if only one (1) Proposal is received, reject that Proposal and terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including entering into negotiations with that Proponent with respect to any matter, including price;
- j) if (i) no Proposals were submitted or no suppliers requested participation, (ii) no Proposals that conform to the essential requirements of this RFP were submitted, (iii) no suppliers satisfied the conditions for participation, or (iv) the submitted Proposals were collusive, terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including entering into negotiations with any Proponent with respect to any matter, including price;
- k) not accept a Proposal from any Person if such Person, or any officer or director of a Person that is a corporation, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the City, or by the City against such Person, or any officer or director of a Person that is a corporation, in relation to any contract with, or works or services provided to, the City or a corporation wholly-owned by the City; and

- l) exclude a Proposal from a Person, if there is supporting evidence of:
 1. bankruptcy or insolvency of such Person (or any officer, director or parent company of a Person that is a corporation);
 2. bankruptcy, insolvency, bankruptcy protection or receivership proceedings having been instituted or pending against such Person (or any officer, director or parent company of a Person that is a corporation);
 3. false declarations made by such Person (or any officer or director of a Person that is a corporation);
 4. significant or persistent deficiencies in performance of any substantive requirement or obligation by such Person (or any officer or director of a Person that is a corporation) under a prior contract or contracts;
 5. final judgements against such Person (or any officer or director of a Person that is a corporation) in respect of serious crimes or other serious offences;
 6. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of such Person (or any officer or director of a Person that is a corporation);
 7. failure of such Person (or any officer or director of a Person that is a corporation) to pay taxes;
 8. failure of such Person to disclose material information that would impact their ability to perform the Work; or
 9. failure of such Person (or any officer, director or parent company of a Person that is a corporation) to disclose in writing to the City, or any corporation wholly-owned by the City, any potential conflict of interest, existing business relationship, or unfair advantage in relation to a submission by such Person (or any officer, director or parent company of a Person that is a corporation), within a period of two years prior to the Closing Time, on another procurement opportunity with the City or any corporation wholly-owned by the City.

5.6 Recommendation of Evaluation Committee

The Evaluation Committee may recommend a Proponent to be selected by the City.

5.7 All Proposals Over Budget

Subject to any express provision of this RFP, if the Proposal Prices for all Proposals exceed the amount that the City has budgeted for the Work, then the City may, at its election and in its sole and absolute discretion, do one or more of the following:

- a) seek approval for an increase in the budget;
- b) terminate the process under this RFP;
- c) terminate the process under this RFP and enter into negotiations with any one (1) or more of the Proponents for the purpose of identifying scope or other amendments to the Contract to achieve the budget (or approved increased budget), and then enter into a contract with the City's selected contractor; and/or
- d) exercise any other rights it has under this RFP.

6. Negotiation and Contract Award Stage

6.1 Notice to Selected Proponent

If the City selects a Proponent, then the City may issue a written notice to such Proponent, through the Bidding System, stating that it is the selected Proponent.

6.2 Negotiation of Contract and Award

The City may enter into negotiations with the Proponent whose Proposal is selected by the City, and such Proponent will use good faith commercial efforts to negotiate and enter into a Contract with the City. During negotiations the City may:

- a) negotiate any aspect of such Proponent's Proposal, including without limitation with respect to:
 - 1. the scope of Work;
 - 2. such Proponent's Proposal Price; and
 - 3. such Proponent's proposed team,without having any duty or obligation to advise any other Proponents or to allow such other Proponents to vary their Proposal Price, and the City shall have no liability to any other Proponent as a result of such negotiations;

- b) negotiate the incorporation of such 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 draft Contract Documents, the Proposal or both; and
- d) if the City reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time with such Proponent, give such Proponent written notice to terminate discussions, in which event the City 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.

As a condition of awarding a Contract, the City may require a Proponent to first provide the following:

- a) a site safety plan;
- b) confirmation satisfactory to the City that the Proponent existing WorkSafeBC coverage;
- c) confirmation satisfactory to the City that the Proponent carries the insurance required to be maintained by the Contractor under the draft Contract Documents; and
- d) a copy of the Proponent's valid City business licence, if the Proponent's head office is located within the City's municipal boundaries, or if the Work is required to be performed within the City's municipal boundaries.

6.3 Not Used

6.4 Approval Required for Award

Notwithstanding any other provision of this RFP, the award of any Contract under this RFP will require:

- a) the approval of funds in respect of such Contract; and
- b) the approval of a representative of the City having authority to award such Contract.

6.5 Notification of Results of RFP

After entering into the Contract with a Proponent, the City will notify unsuccessful Proponents that the Contract has been concluded by email and/or by posting a notice of contract award on the Bidding System and on the BC Bid website

<https://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>. Upon written request from an unsuccessful Proponent, the City will send a written notice of contract award to the applicable Proponent's representative.

At any time after the City has selected a Proponent in accordance with section 6.1, the City may, by email to each Proponent and/or such other method as the City determines, publically disclose the Proposal Price for each compliant Proposal.

6.6 Debriefing

After entering into the Contract with a Proponent, the City will conduct a debriefing, upon request by email to purchasing@richmond.ca within 30 days from the date the unsuccessful Proponent was notified the Contract has been concluded in accordance with section 6.5. The debrief will discuss the reasons why the City did not select such Proponent's Proposal, but the City will not disclose or discuss any confidential information of any other Proponent. Debrief requests received more than 30 days after the Proponent was notified the Contract has been concluded in accordance with section 6.5 may be declined at the sole discretion of the City.

If during the debrief, the City, at its sole discretion, considers any behaviour by a Proponent to be in contravention of Section 6, including, but not limited to, the use of abusive or offensive language or behaviour directed at City staff, then the City may terminate the debrief meeting.

7. Miscellaneous Conditions

7.1 RFP Not an Offer or Agreement

This RFP is not an agreement to purchase goods or services, and is in no way whatsoever an offer to enter into an agreement or the Contract. This RFP is not a tender.

7.2 No Obligation

This RFP does not commit the City in any way to proceed to any further stages of a competitive procurement process for the Work, including to select a Proponent, to negotiate with a Proponent or to award the Contract. The City reserves the complete right to, at any time, reject all Proposals and to terminate the competitive procurement process for the Work and proceed with the Work or the Contract or both in some other manner.

7.3 Proprietary or Confidential Documents

The City may elect to restrict access to certain information provided by the City and its representatives pursuant to this RFP which is proprietary or confidential by not posting such information on the Bidding System and making such information available in some other manner.

Without limiting the foregoing, and notwithstanding any other term of this RFP, the City may require each Proponent to, as a condition of participating in the RFP process and submitting a Proposal under this RFP, enter into a Non-Disclosure Agreement in a form provided by the City.

7.4 No Representation or Warranty by the City

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 City, the Contact Person or any advisor to the City, 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 7.4. The City accepts no responsibility for any Proponent lacking any information.

7.5 Cost of Preparing a Proposal or Participating in the RFP Process

Any and all costs associated with the preparation and submission of the Proposal or participating in any way in this RFP process, including any costs incurred by the Proponent after the Closing Time (including with respect to any costs incurred by the Proponent to provide interviews/presentations pursuant to Section 5.3c) of this RFP or participate in negotiations with the City pursuant to Section 6.2 of the RFP) will be borne solely by the Proponent.

7.6 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 (including judicial review or injunction application), whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one (1) 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 City 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); and

- b) waives any Claim against the City 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 City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal, otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP, or acts or is alleged to have acted unfairly at any stage of this RFP process.

7.7 Ownership of Proposals

Upon delivery to the City, all Proposals (and all their contents) become the property of the City and will not be returned to the Proponents except as the City, in its sole and absolute discretion, may determine. The Proponent acknowledges that the City may disclose all or portions of a Proposal or staff's evaluation of a Proposal, to City Council, or the provincial or federal governments in association with any grant funding requests or agreements, or otherwise in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FOIPPA").

7.8 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 City 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 City 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 City may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7.9 No Lobbying

Proponents will not engage in any form of political or other lobbying whatsoever with respect to the Work, including but not limited to contacting City staff (other than the City's designated contact person for this RFP) or elected officials, or otherwise attempt to influence the outcome of this RFP process other than by submitting a Proposal. In the event of any such activity, the City, in its sole and absolute discretion, may at any time, but is not required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in this RFP process, or impose such conditions on that Proponent's continued participation in this RFP process, as the City, in its sole discretion, may consider in the public interest or otherwise appropriate.

7.10 Relationship Disclosure

Without limiting any other term of this RFP, the City may in its sole discretion disqualify any Proponent if, in the City's opinion, the Proponent, or a member of the Proponent's team, has an actual conflict of interest or unfair advantage or has a relationship or matter that has the potential for a conflict of interest to occur.

Proponents will promptly disclose in writing to the Contact Person any potential conflict of interest and existing business relationships they may have with the City, any employees, officers and elected officials of the City or others providing advice or services to the City with respect to the Work, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Proponent will advise the Contact Person how the Proponent proposes to mitigate, minimize or eliminate the situation.

7.11 FOIPPA

Notwithstanding any term of this RFP to the contrary, Proponents should note that the City is subject to the FOIPPA, which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

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 City that the Proponent has obtained written consent from the applicable individual(s), including the consent to the indirect collection of personal information by the City, and that the personal information may be forwarded to the City for the purposes of responding to this RFP and

may be used by the City for the purposes set out in this RFP. The City 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.

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Appendix 1 – Submission Instructions and Requirements

Refer to the Bidding System.

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Appendix 2 – Evaluation Criteria and Weightings

1. EVALUATION CRITERIA

1.1. Project Team and Capacity (15% overall)

- a) Preference may be given to Proponents who have the following:
 - (5%) the Proponent's team is composed of qualified personnel with sound experience in completing projects with requirements similar to those outlined in the RFP. Experience demonstrating recently completed, park projects will be considered an asset;
 - (5%) the Proponent's team composition demonstrates an appropriate balance of skillsets to fulfill the obligation of the services identified in the RFP. Key personnel such as the Project Manager, trades leads and subcontractors, and forepersons have experience successfully leading projects of a similar complexity and budget;
 - (5%) the Proponent's capacity to perform the work as determined by the company's reputation, available resources, experience and qualifications of personnel assigned to the project, and the company's demonstrated areas of expertise based on completed projects;

1.2. Relevant Experience and References (15% overall)

- a) Preference may be given to Proponents who demonstrate the following:
 - (5%) a minimum of three (3) client references for projects. References are weighted greater if the experience reflects recent (within 10 years) work of a similar scope, complexity, and budget;
 - (10%) for each of the three (3) references provided, the Proponent provides all information requested including a brief description of the Proponent's scope of work, the project budget, key issues that emerged and the resolutions to such issues, and similarities with the Minoru Park Green Infrastructure project. Preference may be provided for Proponents that elaborate with sufficient detail and provide evidence of successful resolutions to complexities and innovative approaches and solutions.

1.3. Project Methodology (25% overall)

- a) Preference may be given to proposals that communicate the following:
 - (5%) demonstrated understanding of the City's objectives for the project;

- (5%) proposed methodology and work plan are clear, complete (e.g. includes plans for safety, access, staging, traffic, etc.), and reflect the project requirements where specific tasks and approaches are outlined and described in adequate detail;
- (5%) proposed project methodology and work plan is appropriate for the project requirements. Note that preference may be given to innovative approaches that go above and beyond the services outlined in this RFP, and provide the City with benefits such as cost savings;
- (10%) the proposed schedule is appropriate for the project requirements and consistent with the information provided in the RFP, such as information related to permits and phase sequencing. Note that preference may be given to proposed schedules that are complete in scope, provides sufficient detail, and proposes a timeline that minimizes time and resource impact to the City's project team (including City staff and City project teams);

1.4. **Financial Performance** (40% overall)

- a) Cost to the City to perform the Work, including consideration of:
 - the Proponent's Total Proposal Price

1.5. **Circular Economy** (5% overall)

- a) Preference may also be given to Proponents that demonstrate:
 - an understanding and integration of Circular Economy principles into the proposed project methodology and work plan, consistent with the criteria and initiatives of the City.
 - the Proponent has demonstrated successful sustainability practices in the past that promote circular economy and environmental benefit, such as through innovation in energy efficiency and waste reduction in previous construction projects, and proposes appropriate practices and products for the project requirements;

Appendix 3 – Draft Contract Documents

CITY OF RICHMOND

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 202_.

Reference No. *Contract* 8461P

Contract: Construction Services for Minoru Park Green Infrastructure

BETWEEN:

City of Richmond

(the “Owner”)

AND:

(the “Contractor”)

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

1. THE WORK – START/COMPLETION DATES

- 1.1 The *Contractor* will perform and complete all *Work* and provide all the labour, equipment and materials all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*
- 1.2 The *Contractor* will commence the *Work* within 2 *Days* of receipt of written *Notice to Proceed*, or such longer time as may be otherwise specified in 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*, subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.
- 1.4 The *Place of Work* is located within Minoru Park, which encompasses 7191 Granville Avenue and 6131 Bowling Green Road in Richmond, BC.
- 1.5 The principal scope of the *Work* under this *Contract* is set out Appendix 4 of the *Request for Proposal*.

- 1.6 The *Contractor* agrees to achieve *Substantial Performance* of the *Work* as set out in Appendix 4 - Scope of Work Section 20.0.

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*.
- 2.3 The parties acknowledge that the *Contractor* has delivered to the *Owner*:
- 2.3 a) a Baseline Construction Schedule, as provided by GC 4.6.1;
 - 2.3 b) a “clearance letter” indicating that the *Contractor* is in Worksafe BC compliance; and
 - 2.3 c) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place.

3. CONTRACT PRICE

- 3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following:
- 3.1 a) 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 b) 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 c) 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*.
- 3.3 The *Contractor* understands and agrees that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

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 Scotiabank on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

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*.

6. NOTICES

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

The *Owner*:

City of Richmond
6911 No. 3 Road, Richmond, BC, V6Y 2C1
Fax: 276-4197
Attention: Director of Engineering

The *Contractor*:

The *Contract Administrator*:

Tanveer Singh Bhandal, P.Eng., PMP, Project Engineer at ISL Land Services Ltd.
Address: 3999 Henning Drive, Burnaby, BC, V5C 6P9
Phone: (604) 629-2696 | Email: TBhandal@islengineering.com

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2 a) immediately upon delivery, if delivered by hand;
 - 6.2 b) immediately upon transmission, if sent and received by fax and/or email; or
 - 6.2 c) 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 and/or email assumes all risk that the fax and/or email will be received properly.

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 enure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the date and year above written.

SIGNED AND DELIVERED by [INSERT
CONTRACTORS NAME]'s duly
authorized signing officer(s):

Name:
Position:
I have the authority to bind this Contract

Name:
Position:
I have the authority to bind this Contract

SIGNED AND DELIVERED by the City of
Richmond's duly authorized signing
officer(s):

Roeland Zwaag, P.Eng.
General Manager, Engineering & Public Works

Elizabeth Ayers
General Manager, Parks, Recreation & Culture

Serena Lusk
Chief Administrative Officer

CITY OF RICHMOND
APPROVED As to content only
Dept. Head
APPROVED As to form
Purchasing
DATE OF COUNCIL APPROVAL (if applicable) n/a

FORM OF AGREEMENT

SCHEDULE 1

Schedule of Contract Documents

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”, Platinum Edition dated 2009. All sections of this publication are included in the *Contract Documents*. In the event of contradictions or discrepancies in the *Contract Documents*, the order of precedence shall be:

1. Agreement, including all Schedules;
2. Supplementary General Conditions (SGC), attached as Schedule 3 to the Agreement;
3. General Conditions*;
4. Attachment 2 – Supplementary Construction Specifications
5. Supplementary Specifications (SSP), attached as Schedule 4 to the Agreement;
6. Supplementary Specifications included in the “City of Richmond Engineering Department, Supplementary Specifications and Detail Drawings, November 2016”, available online at:
https://www.richmond.ca/shared/assets/Richmond_Supplemental_Specifications_November_201646248.pdf
7. Contract Drawings listed in Schedule 2 to the Agreement – “List of Contract Drawings”;
8. Supplementary Standard Detail Drawings included in the “City of Richmond Engineering Department, Supplementary Specifications and Detail Drawings, November 2016”, available online at:
https://www.richmond.ca/shared/assets/Richmond_Supplemental_Specifications_November_201646248.pdf
9. Specifications*
10. Standard Detail Drawings*
11. Form of Proposal submitted through the Bidding System;
12. Request for Proposal and all addendums;
13. The following MMCD Supplemental Updates*:
 - MMCD Platinum Edition Supplemental Update 2020-08-04
 - MMCD Platinum Edition Supplemental Update 2016-11-18
 - MMCD Platinum Edition Supplemental Update 2015-11-02
 - MMCD Platinum Edition Supplemental Update 2014-09-19
 - MMCD Platinum Edition Supplemental Update 2014-07-15

- MMCD Platinum Edition Supplemental Update 2014-02-28
- MMCD Platinum Edition Supplemental Update 2013-06-13
- MMCD Platinum Edition Supplemental Update 2012-08-07
- MMCD Platinum Edition Supplemental Update 2012-06-08
- MMCD Platinum Edition Supplemental Update 2012-05-30
- MMCD Platinum Edition Supplemental Update 2011-08-08
- MMCD Platinum Edition Supplemental Update 2011-08-04
- MMCD Platinum Edition Supplemental Update 2010-05-18
- MMCD Platinum Edition Supplemental Update 2010-03-25
- MMCD Platinum Edition Supplemental Update 2009-11-19

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FORM OF AGREEMENT

SCHEDULE 2

List of Contract Drawings

Title	Sheet No.	Date	Rev. No.
COVER	00	25/05/28	C
NOTES	--	25/05/28	C
DEMOLITION PLAN	L01	25/05/28	C
DETAIL KEY PLAN	L02	25/05/28	C
GRADING PLAN	L03	25/05/28	C
LAYOUT PLAN	L04	25/05/28	C
PLANTING PLAN	L05	25/05/28	C
SECTIONS	L06	25/05/28	C
DETAILS - PAVING	L07	25/05/28	C
L08 DETAILS - BRIDGE A	08	25/05/28	C
DETAILS - BRIDGE B	L09	25/05/28	C
DETAILS - BRIDGE C	L10	25/05/28	C
DETAILS - FURNISHINGS	L11	25/05/28	C
DETAILS - ENTRY COLUMN & POST	L12	25/05/28	C
DETAILS - PLANTING	L13	25/05/28	C
SITE PLAN	C01	27/05/2025	C
LEGEND 1	M01	2025/05/27	C
LEGEND 2	M02	2025/05/27	C
P&ID	M03	2025/05/27	C
LAYOUT PLAN, ELEVATION, AND DETAILS	M04	2025/05/27	C
ELECTRICAL LEGEND	E01	2025/05/27	C
ELECTRICAL SITE PLAN	E02	2025/05/27	C
SINGLE LINE DIAGRAM	E03	2025/05/27	C
ELECTRICAL KIOSK DETAILS	E04	2025/05/27	C
MOTOR WIRING SCHEMATICS	E05	2025/05/27	C
KIOSK DEVICES AND INSTRUMENT WIRING SCHEMATICS	E06	2025/05/27	C
PLC WIRING SCHEMATICS	E07	2025/05/27	C
PLC PANEL SCHEDULES	E08	2025/05/27	C
INSTRUMENT INSTALLATION DETAILS	E09	2025/05/27	C
BRIDGE A	S01	27/05/2025	B
BRIDGE B	S02	27/05/2025	B
BRIDGE C	S03	27/05/2025	B
SITE PLAN	E-01	2025-02-10	C
SITE PLAN	E-02	2025-02-10	C
WIRING AND LIGHTING DETAILS	E-03	2025-02-10	C

SINGLE LINE DIAGRAM	E-04	2025-02-10	C
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FORM OF AGREEMENT

SCHEDULE 3

SUPPLEMENTARY GENERAL CONDITIONS (SGC)

TO MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (PLATINUM EDITION) GENERAL CONDITIONS

The following City of Richmond Supplementary General Conditions to Master Municipal Construction Documents, Platinum Edition (2009) form part of the *Contract* and are supplemental to the Master Municipal Construction Documents, Platinum Edition (2009) and take precedence over the Master Municipal General Conditions and its amendments. Notwithstanding this order of precedence, in the event of a conflict between or within any of the *Contract Documents*, the more stringent provisions shall apply with the intent that those which produce the highest quality with the highest level of safety, operational reliability, durability and performance, shall govern.

The Master Municipal Construction Documents, Platinum Edition, Master Municipal General Conditions are hereby amended as follows:

AMENDMENTS TO EXISTING GENERAL CONDITIONS

1. The Master Municipal General Condition 1.0, entitled “**Definitions**”, is amended as follows:

SECTION	TITLE	ACTION
GC 1.0	DEFINITIONS	Delete “ <i>Contract Documents</i> ” in the first sentence and replace it with the word “ <i>Contract Documents</i> , other than the <i>Request for Proposal</i> and <i>Proposal</i> ”.
GC 1.5	Alternative Tender	Delete GC 1.5.1 and replace it with the following: “1.5.1 “ <i>Alternative Tender</i> ” means a <i>Proposal</i> with proposed specification or design alterations, modifications or amendments in accordance with section 2.12 of the <i>Request for Proposals</i> .”
GC 1.6	Approved Equal	Delete GC 1.6.1 and replace it with the following: 1.6.1 “ <i>Approved Equal</i> ” has the meaning set out in section 2.14 of the <i>Request for Proposal</i> .
GC 1.9	Bid Security	Delete GC 1.9 in its entirety.

SECTION	TITLE	ACTION
GC 1.46	Notice of Award	Delete GC 1.46.1 and replace it with the following: “1.46.1 “Notice of Award” means the notice from the <i>Owner</i> to the <i>Contractor</i> pursuant to section 6.1 of the <i>Request for Proposals</i> .”
GC 1.47	Notice to Proceed	Delete the words “paragraph 5.1.2 of the Form of Tender” in GC 1.47.1 and replace them with the words “paragraph 1.2 of the Form of Agreement as amended”.
GC 1.51	Owner	Delete the words “Instructions to Tenders,” in GC 1.51.1.
GC 1.55	Preliminary Construction Schedule	Delete GC 1.55.1 and replace it with the following: “1.55.1 “Preliminary Construction Schedule” means the <i>Contractor’s</i> schedule for the <i>Work</i> , included in the <i>Contractor’s</i> submission on the <i>Bidding System</i> .”
GC 1.60	Schedule of Quantities and Prices	Delete GC 1.60.1 and replace it with the following: “1.60.1 “Schedule of Quantities and Prices” refers to the schedule of quantities and prices included in a <i>Contractor’s</i> submission on the <i>Bidding System</i> .”
GC 1.70	Tender Closing Date and Tender Closing Time	Delete GC 1.70.1 and replace it with the following: “1.70.1 “Tender Closing Date” and “Tender Closing Time” means the Closing Time as defined in Section 2.2 of the <i>Request for Proposal</i> .”
GC 1.71	Tender Price	Delete GC 1.71.1 and replace it with the following: “1.71.1 “Tender Price” means the sum of the products of the actual quantities incorporated into the <i>Work</i> and the appropriate unit prices set out in the

SECTION	TITLE	ACTION
		<i>Schedule of Quantities and Prices.</i>

2. MMCD General Condition 1.0, entitled “**Definitions**”, is amended by adding the following new sections after GC 1.78:

SGC 1.79	Applicable Law	1.79.1	“ Applicable Law ” means all constitutions, treaties, laws, statutes, codes, ordinances, official plans, orders, decrees, rules, regulations, and by-laws, whether domestic, foreign or international of any <i>Governmental Authority</i> , and the common law, binding on or affecting any person, property or matter referred to in the context in which such word is used.
SGC 1.80	Archaeological Artifacts	1.80.1	“ Archaeological Artifacts ” means any fossils, artifacts, coins, articles of value or antiquity, remains, and other things of geological, archaeological or historical interest or value discovered at the <i>Place of the Work</i> .
SGC 1.81	Bidding System	1.81.1	“ Bidding System ” has the meaning set out in Section 1.3 of the <i>Request for Proposal</i> .
SGC 1.82	Existing Pandemic Restrictions	1.82.1	“ Existing Pandemic Restrictions ” means any <i>Applicable Laws</i> relating to the COVID-19 pandemic, existing as of the date of the <i>Contract</i> .
SGC 1.83	Foreign Material	1.83.1	“ Foreign Material ” means any of the following: (a) multiple layers of asphalt or concrete pavement resulting in a cumulative thickness in excess of 300mm; (b) buried railway ties and tracks; or (c) buried corduroy roads. It does not include <i>Utilities</i> , rocks, stumps and other subsurface conditions.

SGC 1.84	Foreign Utilities	1.84.1	“Foreign Utilities” means <i>Utilities</i> that are not owned by the City of Richmond, such as those owned by Metro Vancouver, Telus, Shaw, BC Hydro, and Fortis BC.
SGC 1.85	Governmental Authority	1.85.1	“Governmental Authority” means any national, multi-national, federal, provincial, state, municipal, local or other government, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
SGC 1.86	New Pandemic Restrictions	1.86.1	“New Pandemic Restrictions” means any <i>Applicable Laws</i> relating to the COVID-19 pandemic that are issued, enacted or adopted after the date of the <i>Contract</i> .
SGC 1.87	Proposal	1.87.1	“Proposal” has the meaning set out in section 1.2 of the <i>Request for Proposal</i> .
SGC 1.88	Record Drawing	1.88.1	“Record Drawing” means drawings prepared as a record of what was actually constructed. Drawings may include measurements, elevations, and sizes. These drawings are prepared based on project record documents provided by the <i>Contractor</i> .
SGC 1.89	Request for Proposal	1.89.1	“Request for Proposal” means the <i>Owner’s Request for Proposal 8455P – Gilbert Road Multi-Use Pathway Between Granville Avenue and Elmbridge Way</i>
SGC 1.90	Statutory Right of Way (SRW)	1.90.1	A “Statutory Right of Way” or “SRW” means an easement without a designated dominant tenement registrable under section 218 under the <i>Land Title Act (British Columbia)</i> .

SGC 1.91	Utilities	1.91.1	<p><i>“Utilities”</i> is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, infrastructure, utilities for power, cable TV, telephone, telecommunications and data transmission, all sanitary and drainage infrastructure, all water, oil, gas and electric services, all steam pipes and services, all survey monuments, street lights, traffic lights, traffic detector loops embedded in pavement, rail tracks, and all related infrastructure, whether located above or below ground, whether visible or invisible, whether manmade or natural.</p>
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3. MMCD General Condition 2.1, entitled **“Execution”**, is deleted in its entirety.
4. MMCD General Condition 2.2, entitled **“Interpretation”**, is amended at paragraph 2.2.4(1), by deleting subparagraphs 2.2.4(1)(j) and (k) and replacing them with the following:
 - “(j) Submitted *Proposal*
 - (k) *Request for Proposals*”
5. MMCD General Condition 2.3, entitled **“Instructions to Tenders, General Conditions, Specifications, Standard Detail Drawings”** is amended at paragraph 2.3.1 by deleting the words “Instructions to Tenderers – Part II, the”.
6. MMCD General Condition 4.3, entitled **“Protection of *Work*, Property and the Public”**, is amended as follows:
 - i. by deleting GC 4.3.4(1) and replacing it with the following:

“SGC 4.3.4 (1) expose and determine the location and depth in the field of all underground *Utilities* and structures indicated on the *Contract Documents* as being at the *Place of the Work*;”
 - ii. by adding the following at the end of GC 4.3.5:

“In the event of damage to existing *Owner Utilities* caused by the *Work*, the *Contractor* shall immediately contact the *Contract Administrator* and advise them what repair *Work* is required, its location, and request that such *Work* be carried out. *Contractor* is responsible for any coordinating efforts and waiting time that

may be required for the *Owner* repair crew to respond. *Contractor* is responsible to sufficiently expose the damaged *Owner Utility* to allow the repair *Work* to take place. The *Contractor* shall not carry out any such repair *Work* with their own forces unless authorized by the *Contract Administrator*. The *Contractor* shall in no way restrict the activities of the *Owner* when repairs or alterations are being carried out. Any repairs, which are required to be done pursuant to this GC, will be at the *Contractor's* sole cost and expense.

In the event of damage to existing *Foreign Utilities* caused by the *Work* the *Contractor* shall immediately contact the owners of the *Foreign Utilities* and advise them that repair *Work* is required, its location, and request that such *Work* be carried out. The *Contractor* should also immediately notify the *Contact Administrator* about the damage to the existing *Foreign Utility*. *Contractor* is responsible for any coordinating efforts and waiting time that may be required for the *Foreign Utility* owner to respond. *Contractor* is responsible to sufficiently expose the damaged *Foreign Utility* to allow the repair work to take place. The *Contractor* shall not carry out any such repair work with their own forces unless authorized by the respective *Foreign Utility* owner. The *Contractor* shall in no way restrict the activities of the *Foreign Utility* owner when repairs or alterations are being carried out. Any repairs, which are required to be done, will be at the *Contractor's* sole cost and expense."

iii. by adding the following as new paragraphs after GC 4.3.6:

"SGC 4.3.7 The *Owner* requires hand digging and hydro-excavation in the vicinity of all existing *Utilities* to avoid any damage and assumes no responsibility for any damages caused to *Utilities* or structures from the *Work*. Any such damage shall be repaired at the *Contractor's* cost and expense.

SGC 4.3.8 The *Contractor* shall ensure that all *Utilities* are properly supported and protected from damage during the *Work*.

SGC 4.3.9 The *Contractor* shall be responsible for all costs of coordinating, exposing, supporting, protecting, settlement monitoring, surveys and all other costs associated with *Utilities* arising from the *Work*.

SGC 4.3.10 The *Contractor* shall notify the *Contract Administrator* a minimum of 2 Days in advance of any new *Work* under any AC Water lines. Upon notification by the *Contract Administrator*, the *Owner* will decide if replacement is necessary. If the exposed section of waterline needs to be replaced, the *Contractor* shall schedule their *Work* to allow the *Owner* to replace the AC watermain section.

- SGC 4.3.11 Arrangements between the *Contractor* and third party property owners shall be completely independent and separate from the *Work*.
- SGC 4.3.12 Damages caused to other person's property by the *Contractor* shall be repaired by the *Contractor* to the original condition or as approved by the *Contract Administrator*. In the event the *Contractor* fails to repair the damages, the damages shall be fixed at the *Owner's* expense and shall be debited back to the *Contractor* on its monthly *Payment Certificate*. The *Contractor* shall obtain a release signed by the property owner and submit it to the *Contract Administrator*.
- SGC 4.3.13 Project impact memos will be prepared by the *Contractor* to describe *Work* to be carried out on any other person's property and in easements and right-of-way as part of the *Work*. Upon completion of the *Work* or the reinstatement, the *Contractor* shall deliver to the *Contract Administrator* releases signed by each owner of other person's property on which *Work* was performed to verify that the *Work* has been completed to that owner's satisfaction and that the owner has no claim upon the *Contractor* or the *Owner* as a result of the *Work*. In the event that an owner refuses or becomes uncooperative in signing the release, the *Contract Administrator*, upon request of the *Contractor*, will determine if the *Work* has been completed in a satisfactory manner.
- SGC 4.3.14 The *Contractor* shall take adequate precautions to protect all property stakes, monuments and iron pins from being removed or displaced as a result of the *Contractor's* operations, by placing empty drums over the stakes or by other approved means during the progress of the *Work*. The *Contractor* shall pay all costs for re-establishing all stakes, monuments and iron pins removed or displaced on account of the *Contractor's* act or neglect. All stakes, monuments and iron pins so removed shall be replaced by a B.C. Land Surveyor engaged by the *Contractor* and approved by the *Contract Administrator*."
7. MMCD General Condition 4.4, entitled "**Temporary Structures and Facilities**", is amended by adding the following as a new paragraph after GC 4.4.2:
- "SGC 4.4.3 The *Owner* shall provide temporary working space for the *Contractor's* storage of materials, equipment and field office. The temporary working spaces shall be contained on the *Owner's* property and shall be confined to the extents of the site plan."

8. MMCD General Condition 4.6, entitled “**Construction Schedule**”, is amended at paragraph 4.6.1 by deleting the words “set out in the Form of Tender” in the first line and replacing them with the words “set out in the *Contractor’s Proposal*”.
9. MMCD General Condition 4.6, entitled “**Construction Schedule**”, is amended at paragraph 4.6.6 by deleting the words “Subject to a contrary provision in the *Contract Documents*, the *Owner* shall issue the *Notice to Proceed* within 14 days of receipt of the documentation required from the *Contractor* under paragraph 5.1.1 of the Form of Tender. Failure by the *Owner* to issue the *Notice to Proceed* within the 14 days shall entitle the *Contractor* to a claim for delay under GC 13.1.1.
10. MMCD General Condition 4.6, entitled “**Construction Schedule**”, is amended by adding the following as a new paragraph after paragraph 4.6.7:

“SGC 4.6.8 *Owner* employees will perform the functions required by the *Contract* during City of Richmond working hours, being Monday through Friday, 08:00 hours to 16:00 hours, except holidays recognized in the City of Richmond Noise Regulation Bylaw No. 8856. The *Contract Administrator* and the *Contractor Administrator’s* representatives will perform their duties for 8 hours during each *Day*.

If the *Contractor* schedules the *Contractor’s Work* outside these hours, the *Contractor* will deduct the cost involved for the *Owner* employees, the *Contractor Administrator*, and the *Contractor Administrator’s* employees in accordance with the rates below from the amounts payable by the *Owner* to the *Contractor* on any invoice. *Owner* crews will not be reduced from their normal size in overtime hours.

For the purposes of calculating the value of the monies which will be deducted from payments to the *Contractor* for overtime hours worked by *Site Inspectors* and survey crew personnel, the following hourly rates, in Canadian Dollars, will apply:

Inspector (City)	\$161.20 (2025 rate)
Inspector (Consultants)	\$125.00
Surveyor	\$156.00 (2025 rate)
Survey Assistant	\$124.80 (2025 rate)

It will be minimum four (4) hours charge out rate for the *Site*

Inspector and survey crew to work on weekends or holidays.

11. MMCD General Condition 4.11, entitled “**Subcontractors**”, is amended at paragraph 4.11.2, by deleting the words “Appendix 5 of the Form of Tender” and replacing them with the words “the *Contractor’s* submission on the *Bidding System*”.

12. MMCD General Condition 4.12, entitled “**Tests and Inspections**”, is amended as follows:

i. by adding the following at end of paragraph 4.12.1,:

“At a minimum, the *Quality Control* for the *Work* shall be in accordance with the City of Richmond Quality Control program, available at <http://www.richmond.ca/shared/assets/AmendmentstoQualityControl31957.pdf>.”

ii. by deleting paragraph 4.12.4, and replacing it with the following:

“SGC 4.12.4 The *Contractor* shall as part of the *Work* perform, or cause to be performed, all tests, inspections and approvals of the *Work* as required by the *Contract Documents* and provide, at the *Contractor’s* expense, competent labour required by the *Contract Administrator*, or the *Contract Administrator’s Site Inspector*, in connection with survey, measurement, checking, inspection, sample and testing of the *Work*. This labour shall be made available upon request during normal working hours.”

13. MMCD General Condition 4.14, entitled “**Final Cleanup**”, is amended by adding the following as a new paragraph after paragraph 4.14.2:

“SGC 4.14.3 If the *Contractor* vacates any part of the *Site* as being no longer required by it for the purposes of completing the remaining *Work*, then, upon written request from the *Contract Administrator*, the *Contractor* shall clean up that part of the *Site*, and GC 4.14.1 and GC 4.14.2 shall apply to that part of the *Site*.”

14. MMCD General Condition 4.16, entitled “**Notice of Disruption**”, is amended at paragraph 4.16.1 by deleting the words “the *Contractor* shall give timely written notice to the *Contract Administrator*, and to any affected residence and place of business” and replacing them with the following words :

“the *Contractor* shall prepare and deliver construction advisory letters to all affected places of businesses and residences 10 *Days* prior to the start of construction and the start of any disruptive construction activities (i.e. temporary road lane closure, night shift, etc.). Prior to delivering such letters, the *Contractor* shall provide copies to the *Contract Administrator* and allow the *Contract Administrator* reasonable time to

review and comment on such letters. There shall be no additional payment to the Contractor for preparing and delivering such letters.”

15. MMCD General Condition 4.0, entitled “**CONTRACTOR**”, is amended at by adding the following as new sections after GC 4.16:

“SGC 4.17	Statutory Right of Way	4.17.1	The extent of the <i>Owner’s Statutory Right of Ways</i> are shown on the <i>Drawings</i> . The <i>Contractor</i> shall be responsible for obtaining any other licenses of occupation or <i>Statutory Right of Ways</i> which they may require for stockpile areas, temporary accesses and storage or other temporary facilities.
SGC 4.18	Noise	4.18.1	The <i>Contractor</i> shall provide adequate means of controlling noise on the project, especially in the use of continuous bypass pumping and dewatering equipment. Subject to any exemptions in the City of Richmond Noise Regulation Bylaw No. 8856, the <i>Contractor</i> shall use silent running generators and construct sound barriers to limit the amount of noise produced. The <i>Contractor</i> shall submit a plan to the <i>Contract Administrator</i> for the <i>Contract Administrator’s</i> approval, showing generator locations and strategies to reduce noise levels and receive approvals prior to installation. Alternatively, the <i>Contractor</i> , at the <i>Contractor’s</i> cost may obtain temporary power from BC Hydro for the duration of construction. The Contractor shall be responsible for making any applications for an exemption or relaxation of the provisions of the City’s of Richmond’s “Noise Regulation Bylaw No. 8856.”

16. MMCD General Condition 6.2, entitled “**Coordination and Connection**” is amended at paragraph 6.2.1 by deleting the words “the *Tender Closing Time and Date*”, and replacing them with the words “the date the Form of Agreement is entered into”.
17. MMCD General Condition 6.2, entitled “**Coordination and Connection**” is amended by adding the following as new paragraphs after paragraph 6.2.1:

“SGC 6.2.2 The *Contractor* is responsible for any advance coordination to alter existing *Owner Utilities*. The *Contractor* is responsible for any required pre-locating efforts, coordinating activities and waiting time that may be required for the *Owner’s* crew to respond. The *Contractor* is responsible to sufficiently expose the *Owner Utility* to be altered to allow the alteration *Work* to take place. The *Contractor* shall in no way restrict the activities of the *Owner’s* crew when alterations are being carried out. Any alterations which are required to be done will be at the *Owner’s* expense unless specified otherwise in the *Contract Documents* or as determined by the *Contract Administrator*.

The *Contractor* shall co-ordinate and schedule the *Work* to accommodate such work by the *Owner*. No compensation will be made to the *Contractor* for time and costs associated with such delays which could reasonably be expected for the type of *Work* under this *Contract* and these associated costs shall be included in the unit price and lump sum prices for various items of *Work* to be performed under this *Contract*. In the event that such work by the *Owner* causes the *Contractor* to incur prolonged delays which were beyond what could reasonably be expected for the type of *Work* under this *Contract*, the *Contractor* shall serve notice to the *Owner* and the *Contract Administrator* to request compensation and co-operate to mitigate the additional costs involved. Reasonable compensation for direct additional costs as certified by the *Contract Administrator* will be treated as a *Change* and no compensation will be considered for delay occurred prior to receiving such notice. The *Contractor* shall ensure that the requirements of the *Owner* are followed.

SGC 6.2.3 The *Contractor* is also responsible for any advance coordination of alterations of the existing *Foreign Utilities* with the respective *Foreign Utilities* owner. The *Contractor* is responsible for any pre-locating efforts, coordinating activities and waiting time that may be required for the *Foreign Utility* owner’s crew to respond. The *Contractor* is responsible to sufficiently expose the *Utility* to be altered to allow the alteration *Work* to take place. The *Contractor* shall in no way restrict the activities of the *Foreign Utility* owner’s

crew when alterations are being carried out. Any alterations which are required to be done will be at the cost of the *Owner* or the *Foreign Utility* owner (as determined by the *Owner*), unless specified otherwise in the *Contract Documents* or as otherwise determined by the *Contract Administrator*.

The *Contractor* shall co-ordinate and schedule the *Work* to accommodate such work by the *Foreign Utility* owners. No compensation will be made to the *Contractor* for time and costs associated with such delays which could reasonably be expected for the type of *Work* under this *Contract* and these associated costs shall be included in the unit price and lump sum prices for various items of *Work* to be performed under this *Contract*. In the event that such work by the *Foreign Utilities* owners causes the *Contractor* to incur prolonged delays which were beyond what could reasonably be expected for the type of *Work* under this *Contract*, the *Contractor* shall serve notice to the *Owner* and the *Contract Administrator* to request compensation and co-operate to mitigate the additional costs involved. Reasonable compensation to time and costs as certified by the *Contract Administrator* will be treated as a *Change* and no compensation will be considered for delay occurred prior to receiving such notice. The *Contractor* shall ensure that the requirements of *Foreign Utility* owners are followed.

18. MMCD General Condition 9.4, entitled “**Quantity Variations**”, is amended as follows:

- (a) at paragraph 9.4.2 by deleting the words “GC 9.4.3 b)” and replacing them with the words “9.4.3(2)(b)”;
- (b) at paragraph 9.4.2 by deleting the words “see Instructions to Tenders, paragraph 17”, and replacing them with the words “see *Request for Proposal*, Section 4.2”;
- (c) at paragraph 9.4.3(1)(b) by deleting the words “tender unit price” and replacing them with the words “proposal unit price”; and
- (d) deleting paragraph 9.4.6 and replacing it with the following:

“SGC 9.4.6 If the *Contract Administrator* gives approval for the incorporation of any substitutional materials after the award of the *Contract*, then for the purposes of GC 9.4.1 the “actual quantity” for the proposal item will be the sum of the actual quantity, if any, of the materials as specified in the *Proposal* for that proposal item plus the actual quantity of the alternative materials or substitutional materials that are incorporated in the *Work*.”

19. MMCD General Condition 13.3, entitled “**Unavoidable Delay**” is amended by adding the following as a new paragraph after paragraph 13.3.1:

“SGC 13.3.2 Notwithstanding any other provisions of the *Contract*:

- .1 the *Contractor* acknowledges that the *Contract* has been entered into during the on-going COVID-19 pandemic [Not Used];
- .2 the *Contractor* represents and warrants that it can perform the *Work* in accordance with the *Contract Time* under the *Existing Pandemic Restrictions* [Not Used];
- .3 the *Contractor* acknowledges and agrees that GC 13.3.1 will not apply if the *Contractor* is delayed in the performance of the *Work* due to an *Existing Pandemic Restriction*;
- .4 the *Owner* and *Contractor* acknowledge and agree that if any *New Pandemic Restrictions* arise during the *Contract Time*, the *Contract* will remain valid and in force, subject to the terms of the *Contract*, including, without limitation, GC 13.7 and GC 4.2; and
- .5 the *Owner* and *Contractor* acknowledge and agree that if any *New Pandemic Restrictions* arise during the *Contract Time* that cause or threaten interruptions to the *Work*, then in addition to complying with GC 13.6, the *Contractor* will also give the *Contract Administrator* and the *Owner* a written plan of the interim steps the *Contractor* will take, if any, during the *Work* interruption, and when the *New Pandemic Restrictions* permit, provide the *Contract Administrator* and the *Owner* with a written plan for the resumption of the *Work*.

20. MMCD General Condition 13.4, entitled “**Unforeseeable Market Conditions**” is amended by adding the following at the end of paragraph 13.4.1:

“A natural disaster is a sudden and violent event in nature (such as an earthquake, hurricane or flood) that usually results in serious damage and many deaths, but does not include an epidemic, pandemic, or other outbreak of disease.”

21. MMCD General Condition 13.9, entitled “**Liquidated Damages for Late Completion**”, is amended at paragraph 13.9.1 by deleting the words “as set out in the *Form of Tender*, paragraph 2.2” and replacing them with the words “as set out in the *Form of Agreement*, section 1.6”.

22. MMCD General Condition 15.2, entitled “**Notice of Default**”, is amended at paragraph 15.2.1, by deleting the words “the *Owner* may notify” and replacing them with the words “the *Owner* may, upon certification by the *Contract Administrator* of such lack of performance by the *Contractor*, notify”.

23. MMCD General Condition 16.4, entitled “**Termination**”, is amended as follows:

- a. by deleting the words “If the *Contractor* terminates the *Contract* under the conditions set out above”, at the beginning of GC 16.4.1 and replacing them with the following:

“If the *Contractor* terminates the *Contract* under the conditions set out in GC 16.1.1, 16.2.2 or 16.3.1 above”.

- b. by adding the following as a new paragraph after paragraph 16.4.1:

“SGC 16.4.2 If the *Contractor* terminates the *Contract* under the conditions set out in GC 16.2.1 above, the *Owner* shall pay the *Contractor*:

- (1) For all *Work* performed; plus
- (2) Reimbursement of expenditures, such as products, materials, services, *Subcontractors* and equipment, which the *Contractor* made on account of the remaining work, plus any additional costs incurred because of the termination, as determined by the *Contract Administrator*.”

24. MMCD General Condition 18.4, entitled “**Holdbacks**”, is amended by adding the following as a new paragraph after paragraph 18.4.6:

“SGC 18.4.7 Record Drawings: The *Owner* may, in addition to holdbacks provided by the *Contract Documents*, hold back from payments otherwise due to the *Contractor* the greater of \$10,000 or the amount equal to 0.5% of the *Contract Price*, until the *Record Drawings* are provided to the *Contract Administrator*, in a form acceptable to the *Contract Administrator*. This holdback may be held without interest. The amount of this holdback shall be listed separately on the *Payment Certificate*.”

25. MMCD General Condition 20.4, entitled “**Environmental Laws**”, is amended by adding the following as a new paragraph after GC 20.4.1:

“SGC 20.4.2 The *Contractor* shall provide a site specific construction environmental management plan to the *Contract Administrator* for review prior to the start of *Work*. The plan shall comply with the requirements of City of Richmond Pollution Prevention and Clean-up Bylaw No.8475, Metro Vancouver’s Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, and all *Applicable Laws* for the protection of the environment.

The plan shall identify the environmental sensitivities of the *Site* and best management practices for the following:

- .1 Excavations
- .2 Spill Preparedness and Response

.3 Concrete *Work*

.4 Non-Road Diesel Engine Emission.”

26. MMCD General Condition 24.1, entitled “**Required Insurance**”, is amended by adding the following as a new paragraph after GC 24.1.1(4):

- (5) Insurance on *Owner* Supplied Items and/or Property
Materials, Equipment, and/or Property supplied by the *Owner* while in the custody or control, including transit, of the *Contractor* until the *Work* is accepted by the Owner.

PREVIEW

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NEW SUPPLEMENTAL GENERAL CONDITIONS

27. MMCD General Condition's are amended by inserting the following new sections after paragraph 26.3:

- SGC 27 **Patent Fees** The *Contractor* shall pay all royalties and license fees required in relation to the execution of the Work and shall save the *Owner* harmless from loss on account of suits or claims for infringement of patents in the execution of the *Work*.
- SGC 28 **Ownership of Drawings and Models** All *Contract Documents* and copies thereof and all models furnished by the *Owner* are the property of the *Owner*. They are not to be used for any purposes other than completing the *Work*, and, with the exception of the signed set and one working set of *Contract Documents*, are to be returned by the *Contractor* to the *Owner* on the completion of the *Work*. Any model furnished by the *Contractor* or the *Owner* is the property of the *Owner*.
- SGC 29 **Record Drawing** The *Contractor* shall mark up the *Drawings* in red and clearly indicate all revisions to the proposed design, profile layout and any conflicting *Utilities*. The marked up *Drawings*, also known as *Record Drawings*, shall be kept up to date and available to the *Contract Administrator* at all times. The *Record Drawings* shall be provided to the *Contract Administrator*, in a form acceptable to the *Contract Administrator*, upon *Substantial Performance* of the *Work*. Completion and delivery of the redlined *Drawings* as part of the *Record Drawings* is included in the *Contract Price*.
- SGC 30 **Disposal Tickets** The *Contractor* shall provide the *Contract Administrator* tickets from the disposal dump site(s) used. The *Contract Administrator* may inspect these site(s).

SUPPLEMENTARY SPECIFICATIONS (SSP)
TO MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (PLATINUM EDITION)
SPECIFICATIONS

The Supplementary Specifications provided hereby are supplemental to the Master Municipal Construction Documents, Platinum Edition, 2009 (MMCD 2009) and the City of Richmond Engineering Department Supplementary Specifications and Detailed Drawings, 2016 (Richmond SSP&DD 2016) and will take precedence over the MMCD 2009 and Richmond SSP&DD 2016 for the project. The Supplemental Specifications include the following:

SSP 1	Amendments to Master Municipal Specifications
SSP 2	Contract Time
SSP 3	Measurement of and Payment for the Work
SSP 4	Tree Removal
SSP 5	Cleaning up of Site
SSP 6	Attendance
SSP 7	Setting-Out
SSP 8	Monuments, Benchmarks, Iron Pins and Stakes
SSP 9	Soils Information
SSP 10	Reinstatement
SSP 11	Field Survey/Layout
SSP 12	Archaeological Artifacts
SSP 13	Public Communication
SSP 14	Safety and First Aid
SSP 15	Signage
SSP 16	Temporary Working Areas

Revisions to MMCD Specifications

01 33 01 SSP 1.9	Project Record Documents
01 55 00 SSP 1.4.14	Traffic Control
01 57 01 SSP 1.4.4	Environmental Protection
01 57 01 SSP 1.4.5	Environmental Protection
01 57 01 SSP 1.9.1	Environmental Protection
31 11 01 SSP 1.2.5	Clearing and Grubbing
31 32 19 SSP 1.0.4	Geosynthetics
31 23 01 SSP 1.3.1	Excavating, Trenching & Backfilling
33 11 01 SSP 1.8.14S	Waterworks

SUPPLEMENTARY MEASUREMENT AND PAYMENT SPECIFICATIONS

**SSP 1 Amendments to
Master Municipal
Specifications**

Further to the below Supplementary Specifications (SSP), additional Master Municipal Specification amendments are contained in the City of Richmond Engineering Department Supplementary Specifications and Detail *Drawings*, dated November 2016 (latest version).

The City of Richmond Supplementary Specifications and Detail *Drawings* take precedence over the Master Municipal Specifications.

SSP 2 Contract Time

Every effort should be made by the *Contractor* to minimize the *Contract* time to reduce any impact and inconvenience resulting from the *Work* to the adjacent residents, business operators and or commuters. Once the *Contractor* commences the *Work*, they shall proceed continuously, with meaningful and productive work as determined solely by the *Contract Administrator*, until *Substantial Performance* and with rectification of any deficiencies identified.

**SSP 3 Measurement of and
Payment for the *Work***

All clauses entitled “*Measurement for Payment*” in all Sections in the Specifications under the Master Municipal Construction Documents remain in effect, except where superseded in accordance with the document entitled “Attachment 2 – Supplementary Construction Specifications” included in the *Form of Agreement*. The item reference for each sub-heading refers to the item bearing the same number in the *Form of Financial Proposal*.

The *Contractor* is required, as part of his obligation under the *Contract*, to perform the various incidentals including bonds and insurances, and other services and activities described in the *Contract Documents*. Payment for such incidentals, services, activities and

Work shall deem to be included in the prices proposed.

SSP 4 Tree Removal

All trees, stumps and tree roots shall be removed from the proposed working areas as directed by the *Contract Administrator* or shown on the *Contract Drawings*.

Contractor should comply with the tree cutting permit for each tree to be removed issued by the Parks Department.

SSP 5 Cleaning Up of Site

If the *Contractor* vacates any part of the *Site* that is no longer required for the purposes of constructing the *Work*, then, if the *Contract Administrator* so orders, such part of the *Site* shall be cleaned up in accordance with GC 4.14 in advance of cleaning up other portions of the *Site* which are still occupied by the *Contractor*.

If the *Contract Administrator* so orders, the *Contractor* shall clean up the *Site* daily.

SSP 6 Attendance

The *Contractor* shall provide, at its own expense, any competent labour required by the *Contract Administrator*, or the *Contract Administrator's* field representatives, in connection with the survey, measurement, checking, inspection and testing of the *Work*. This labour shall be made available upon request during normal working hours.

SSP 7 Setting-Out

Should the *Contractor* discover or suspect any error in the points, lines or benchmarks set out in the *Contract Documents*, by the *Contract Administrator*, or by the *Contractor*, they shall at once discontinue work based on such points, lines or bench-marks, draw the *Contract Administrator's* attention to the same and not resume the work affected until such error has been investigated and, if necessary, rectified.

The *Contractor* shall nevertheless afford the *Contract Administrator*, at the *Contract Administrator's* request, all facilities necessary for checking of the setting-out of the *Work* well in advance of construction. The *Contract Administrator* does not set-out or position the *Work*.

SSP 8 **Monuments,
Benchmarks, Iron
Pins and Stakes**

The *Contractor* shall take adequate precautions to protect all property stakes, monuments and iron pins from being removed or displaced as a result of his operations, by placing empty drums over the stakes or by other approved means during the progress of the *Work*. The *Contractor* shall pay all costs for re-establishing all stakes, monuments and iron pins removed or displaced on account of the *Contractor's* act or neglect. All stakes, monuments and iron pins so removed shall be replaced by a B.C. Land Surveyor engaged by the *Contractor* and approved by the *Contract Administrator*.

SSP 9 **Soils Information**

The *Contractor* shall be responsible for any test holes and the evaluation of the soil conditions as required for their own satisfaction. The *Contractor* is advised that care must be taken when carrying out construction works in all areas in Richmond so as not to cause a pumping condition in the soil.

The *Contractor* should anticipate contamination levels that would be expected for road use, road construction and maintenance. The *Contractor* shall anticipate that de-icing compounds have been used and that excavated materials will need to be disposed of at sites that accept this type of excavated material.

SSP 10 **Reinstatement**

The *Contractor* shall be responsible for all permanent reinstatement affected by the works caused by the *Contractor* outside of the limit of construction. This will include roadways, parking lots, landscaping areas to original or better condition, over and around civil works.

The *Contractor* is responsible for making private agreements with the respective property owners for any additional space required for construction staging and construction storage.

Contractor is responsible for reinstatement of all surfaces to previous grade and condition or better in trenches. *Contractor* is also responsible for all maintenance/repair of settlement areas until the end of the *Maintenance Period*.

The *Contractor* shall be responsible for adherence to all requirements in the City of Richmond Roadway Restoration Bylaw 7869 dated April 11, 2005.

SSP 11 Field Survey/Layout

Setting of reference hubs and/or stakes that may be required by the *Contractor* and provision for quantity and *Quality Control* is considered incidental to the *Work* and is to be included in the existing pay items.

The *Owner* will provide the CAD file for layout.

SSP 12 Archaeological Artifacts

If the *Contractor* believes they have encountered any potential archaeological materials, features, or human remains during ground disturbance activities, they should stop *Work* in the vicinity of the find and implement the following Chance Find Procedure:

- Stop all *Work* within 50 m of the newly discovered archaeological site.
- Do not disturb any archaeological materials that are encountered.
- Report the discovery to the *Contract Administrator* and environmental monitor.
- Record where the find is located, either by flagging the site, by GPS or other location marking device and leave all materials in place.
- The *Contract Administrator* will contact an archaeologist who will visit the site as soon as possible and determine:
 - The potential significance of the materials; and,
 - Required mitigation.
- The *Contract Administrator* will contact other regulatory entities as required.
- If the significance of the archaeological materials is judged to be sufficient to warrant further action and the archaeological

materials cannot be avoided, then the archaeologist will consult with appropriate government representatives and representatives of local Indigenous communities to determine the appropriate course of action.

Work stoppages for required investigations will be dealt with under MMCD GC 11.0 Concealed or Unknown Conditions. Any Work stoppages for the required investigation will not count against *Days*

**SSP 13 Public
Communication**

The *Contractor* shall assign one person to be the Public Communication Representative, to be the communications contact for the duration of the project.

The *Contractor* shall provide the name, title and contact information of the Public Communication Representative at the pre-construction meeting, prior to starting construction. The Representative's role shall include the following:

- Be responsible for the dissemination of public information and be the key contact for telephone and e-mail correspondence.
- Inform and contact affected stakeholders, which include but are not limited to the following entities:
 - City of Richmond
 - ISL Engineering and Land Services Ltd.
- Provide regular updates regarding *Construction Schedule*, traffic impacts, and upcoming activities that may impact the public to be posted by the *Owner* on their public information website. Frequency to be at once per week or more frequently if there are schedule changes, or unforeseen activities planned.
- Prepare public communications content and materials including:
 - Notification letters to affected stakeholders at project start and completion, and prior to any disruptions

to paths or public access.

- Other written notifications such as newspaper advertisements, if requested.
- Updates to City's public information website.

All information to be provided to the *Owner*, allowing a minimum of 5 Days turnaround for approval before publication.

- Provide the *Owner* with information referring to major/important public and/or media concerns or inquiries in an expedient manner.
- Forward all media enquiries to the City's media relations:
 - Clay Adams
cadams@richmond.ca
604-276-4399; or
 - Kim Decker
kdecker@richmond.ca
604-276-4371

SSP 14 Safety and First Aid

For this project, the *Contractor's* employee in charge of the *Work* shall assume the responsibilities of Site Safety Coordinator for the duration of *Work* on the Contract.

The *Work* shall be performed in accordance with all WorkSafe BC regulations. In addition to compliance with the first aid equipment and installations required by the *Workers' Compensation Act*, the *Contractor* shall also comply with the City of Richmond Safety Regulations, a copy of which can be obtained at the Front of House, Richmond City Hall.

The *Contractor* shall be responsible for the safety of all persons and property on or about the *Site* and for ensuring that the *Work* is performed in accordance with all applicable safety requirements.

The *Contractor* shall develop, maintain and supervise, for the duration of the *Work*, a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall,

as a minimum, respond fully to the requirements of all applicable laws, ordinances, rules, regulations and orders, and general construction practices for the safety of persons or property, including without limitation any general safety rules and regulations of the City, WorkSafe BC and Occupational Health and Safety legislation, as well as other regulations that may be applicable (e.g. WHMIS). The *Contractor* shall provide a copy of the safety plan to the *Contract Administrator* prior to the commencement of construction.

.1 Safety Officer

Designate a Safety Officer who is qualified and authorized to supervise and enforce compliance with the safety program.

.2 Safety Meetings

Arrange regular safety meetings at no expense to the *Owner*, as required by WorkSafe BC. The *Contractor* shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities where required.

.3 Safety Equipment

Supply and maintain, at no expense to the *Owner*, at their office or other well-known place at the *Site*, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.

.4 Fire Prevention and Protection

Perform all *Work* in a fire-safe manner. Comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain at the *Site* adequate and proper firefighting equipment.

.5 Accidents

Except as otherwise agreed to in the *Contract*, supply and maintain all articles necessary for giving first-aid to any person

who may be injured on the *Site* and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with applicable legislative and regulatory requirements.

Promptly report in writing to the *Contract Administrator* all accidents of any sort arising out of or in connection with the performance of the *Work* whether on or adjacent to the *Site*, giving full details and statements of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported to the *Contract Administrator* by telephone or fax in addition to any reporting required under Provincial law and regulations.

If a claim is made by anyone against the *Contractor* or any *Subcontractor* on account of any accident, the *Contractor* shall promptly report in writing to the *Contract Administrator*, with full details of the claim.

.6 Material Safety Data Sheet

Fully comply with the Material Safety Data Sheet (MSDS) for all applicable material on-site.

Payment for all *Work* performed under this section will be incidental to payment for work described in other sections.

SSP 15 Signage

The *Contractor* shall supply and install signage as shown on the *Contract Drawings*. Signs located within hardscape shall be installed with a sign sleeve. Signs within softscape shall be installed with a premanufactured base unless stated otherwise within the *Contract Documents*.

SSP 16 Temporary Working Area

Any private property area which may be required for temporary facilities, storage purposes shall be obtained by the *Contractor* from the private property owners with no liability to the *Owner*.

Revisions to MMCD Specifications

Section	Sub-Section	Supplementary Specifications (Project)
01 33 01 Project Record Documents	SSP 1.9	<p>Add new clause 1.9 as follows:</p> <p>The <i>Contractor</i> shall be responsible to submit <i>Redline Drawing Information</i> to the <i>Contract Administrator</i> as outlined below. The sufficiency and adequacy of <i>Contractor</i> submitted <i>Redline Drawings</i> markups complete with survey file(s) is solely determined by the <i>Contract Administrator</i>.</p> <p>The <i>Contractor</i> shall provide field survey records during construction and upon completion to document record information on all roadwork and <i>Utility</i> construction. All applicable items outlined below must be provided to the <i>Contract Administrator</i> prior to <i>Substantial Performance</i>:</p> <p>All Drawings in the “Issued for Construction” set are to be confirmed as “constructed” (i.e., planting, irrigation, retaining walls etc.). Any deviation from the original design is to be noted with adequate information to allow for drafting of “As Constructed” drawings.</p>
01 55 00 Traffic Control, Vehicle Access, and Parking	SSP 1.4.14	<p>Add new clause 1.4.14 as follows:</p> <p>General Conditions</p> <p>The City of Richmond requirements for maintaining traffic flow on City roads including adjoining streets, and the extent and timing of street and highway lane closures are:</p> <ol style="list-style-type: none"> .1 <i>Work</i> zone traffic controls shall be in accordance with the “Traffic Control Manual for <i>Work</i> on Roadways” as published by the Highway Engineering Branch, Provincial Ministry of Transportation and Highways (per Richmond Traffic Bylaw, Pt. V., Sect. 18.4). <p>The <i>Contractor</i> is responsible for preparation and submission of a signed and sealed detailed Traffic Management Plan, which must be approved by the City’s Traffic Operations Section prior to commencing construction. The TMP should be</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>available for the pre-construction meeting. The Traffic Management Plan should include but not be limited to:</p> <ul style="list-style-type: none"> i. The location of any signs, lane closures and traffic control personnel during the construction period. ii. Pedestrian / wheelchair / cyclist detour routes including locations of corresponding signs. iii. Access around temporary <i>Work</i> including bypass pumping <i>Work</i>. iv. Coordination of temporary parking arrangements with owners of properties affected during construction. <p>.2 No roadwork shall be permitted, nor material or equipment left on the roadway outside the authorized hours of <i>Work</i>, unless otherwise approved by the City's Traffic Operations Section.</p> <p>.3 All lanes must be opened to traffic outside the authorised construction times unless otherwise approved by the City's Traffic Operations Section.</p> <p>.4 There is to be no parking of any non-essential vehicles on the roadway (including within the section of lane that is closed).</p> <p>.5 No excavation in the paved roadway shall be left open overnight or during the day when open for traffic, the excavation shall be back-filled, and/or steel plates placed to cover the excavation to allow for the passage of traffic. At the discretion of the City Engineering <i>Inspector</i>, steel plates may be installed to cover the excavation to provide for the passage of pedestrians, cyclists and vehicle traffic, provided they are confirmed by a professional engineer for each occurrence to withstand the appropriate loading encountered on a highway, they are pinned securely to the roadway, with asphalt ramping be placed around the plates at approximately 4:1 slope (0.5m) to reduce transfer</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>of vibration. Road plating shall not exceed 12.0m in length.</p> <p>.6 Safe pedestrian and cyclist passage and access to adjacent properties must be maintained at all times. Where temporary ramps are required to move pedestrians around the work zone, such ramps shall not exceed 6% slope, be a minimum of 1.5m in width and be constructed of or covered with anti-skid/anti-slip material, with crosswalk and sidewalk closures signed and detoured to adjacent pedestrian crossing facilities at all times.</p> <p>.7 Coast Mountain Bus Company (CMBC) must be advised at least 72 hours in advance of any works that will occur in Bus Stops or Bus Zones, by completing the linked online form and uploading of any required documentation Temporary Transit Changes request form;</p> <p>.8 Any weekend work proposed on roadways shall require prior approval from the City's Traffic Operations Section. Refer to City of Richmond Noise Regulation Bylaw No. 8856 https://www.richmond.ca/shared/assets/BL_8856_07242369236.pdf</p> <p>Exemptions require approval from the Engineering Department (see item 18 for further details).</p> <p>.9 Any <i>Work</i> near or within an intersection must be conducted so that traffic is maintained in all directions at all times, unless otherwise approved by the City's Traffic Operations Section.</p> <p>.10 At the approaches to signalised intersections extreme care is to be taken to avoid damage to traffic conduits and conductors including vehicle detector loops and leads. Further information or any arrangements required due to unavoidable conflicts are to be directed to the Signal Control Centre, 604-247-4616.</p> <p>.11 The Signal Control Centre is to be advised if any vehicles or equipment are positioned over the detector loops while <i>Work</i> proceeds. Temporary</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>reprogramming of the traffic controller may be required.</p> <p>.12 Existing traffic control devices must be respected at all times (only a peace officer [Richmond RCMP] has the authority to override intersection traffic signals).</p> <p>.13 Specific Requirements</p> <p>.1 Advanced warning signs and/or changeable message boards (total TBD) of the roadwork dates and restrictions must be installed a minimum of three working days prior to the start of construction. Contact Traffic Operations at (604) 204-8707 to obtain the layout of the signs and the installation locations a minimum of two weeks prior to the start of the project. The <i>Contractor</i> is responsible for the production, installation, maintenance and removal of all advance warning signs; includes the installation of changeable message boards for advanced warning at the locations as indicated by the City's Traffic Operations Section. The message boards must reflect updated information regarding the construction and its impacts on traffic.</p> <p>In addition, the TMP would have to include <i>Contractor</i> to provide:</p> <p>detailed, timely information and updates as soon as they know, to the City for the purposes of updating the public on changing/evolving traffic and pedestrian interruptions and noise variances (evening work);</p> <p>.2 Minimum lane requirements as indicated by City's Traffic Operations Section on all roads shall be maintained during the works and whenever possible traffic control be removed from the roadway to allow free flowing traffic;</p> <p>.3 Generally, hours of work shall be 7:00 AM – 8:00 PM Monday to Friday, 10:00 AM – 8:00 PM on Saturdays and no work on Sundays. Hours of work on arterial and collector class roads may be</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>further restricted to 9:00 AM – 3:00 PM, dependant on location and scope of work, and always, only as approved by the City’s Traffic Operations Section;</p> <p>.4 Temporary parking restrictions, if required, all signs are to be installed by the City of Richmond at an estimated cost of \$125.00 per sign; <i>Contractor</i> installed signs are permitted, but are not enforceable by the City. Courtesy towing by any entity is strictly prohibited.</p> <p>.5 Night works occurring between 8:00 PM – 7:00 AM or outside any other hours as set out in Richmond Noise Regulation Bylaw No. 8856 require the application for and granting of a variance as issued by Engineering Inspections. Such application shall be made to the attention of Wasim Memon Wmemon@richmond.ca and Jaime Villaluz jvillaluz@richmond.ca. The Contractor shall allow a minimum of 3 weeks for the permit to be issued by the City</p> <p>https://richmond.ca/business-development/projects/noise.htm?PageMode=HTML</p> <p>.6 Traffic Operations assistance and/or enquiries can be directed to Traffic Operations at 604-204-8707.</p> <p>.7 The <i>Contractor</i> shall ensure uninterruptible access for emergency vehicles to all adjacent properties and businesses at all times.</p> <p>.1</p>
01 57 01 Environmental Protection	SSP 1.4.4	<p>Add new clause 1.4.4 as follows:</p> <p>The Contractor is responsible for Environmental Monitoring and all the responsibilities outlined within the Construction Environmental Management Plan prepared for this project and to ensure the entire construction Work complies with all regulatory agency requirements.</p> <p>The Contractor shall bear all costs to comply with all environmental permits received by the Owner and any</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>others that may be required to complete the Work.</p> <p>The Contractor, at the Contractor's own expense, is responsible to ensure that invasive plants/weeds as defined by the British Columbia Weed Control Act and Weed Control Regulation are not introduced or spread within the Place of the Work.</p> <p>The Contractor must follow the recommendations for invasive vegetation management as outlined in the CEMP for the management and control of the invasive plant species to prevent the spread and redistribution of invasive plants.</p> <p>The Contractor shall be responsible for the reseeded and replanting of all disturbed areas as that provided in the CEMP.</p> <p>Exclusion zones around watercourses/ sensitive areas will be protected by the Contractor to prevent disturbance of vegetated riparian areas by construction machinery, equipment, and personnel. Use of snow fencing or other visible and physical deterrent is preferred.</p> <p>Protective fencing of a minimum height of 1.2 m shall be erected at least 2 m outside of any Riparian Management Areas.</p>
01 57 01 Environmental Protection	SSP 1.4.5	<p>Add paragraph 1.4.4 as follows:</p> <p>There are no known nests in the area. If any nests are found, the Contractor shall notify the Contract Administrator immediately and proceed as follows:</p> <p>Where possible, the Contractor shall conduct clearing outside of the breeding bird nesting window (March 1 – August 31) to avoid disturbance or destruction of protected bird nests. Where unavoidable, the Contractor shall retain an Appropriately Qualified Professional (AQP) who is trained and skilled in identifying avian species and their breeding habitats to complete surveys for protected bird nests within and immediately adjacent to the project footprint prior to all land clearing and grubbing activities, including disturbance to all trees, shrubs, and grassy areas. Surveys must be completed no</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>more than 48 hours prior to clearing activities and survey results will only be considered valid for a period of five (5) calendar Days, per Best Practices. The AQP will be responsible for providing a summary of nest survey results within 24 hours of surveys with recommendations. If active nests are identified, the Contractor's AQP must include appropriate buffers and mitigation plans to prevent disturbance during active nesting including designated no-go zones and anticipated schedule implications. The Contractor shall make allowances for working around active nests, if required, at no additional cost to the Owner.</p> <p>With specific attention to raptor species, a raptor-specific nest survey must be completed as per the above AQP and survey requirements prior to any clearing activities.</p>
<p>01 57 01 Environmental Protection</p>	<p>SSP 1.9.1</p>	<p>Add paragraph 1.9.1 as follows:</p> <p>The Contractor shall provide an Erosion and Sediment Control (ESC) plan and must engage an ESC Supervisor acceptable to the Contract Administrator. The ESC plans shall be designed by a Qualified Professional, signed by the ESC Supervisor and deemed acceptable to the Contract Administrator.</p> <p>The Contractor shall prepare sealed ESC plans for Contract Administrator review. The Contractor shall implement and maintain the ESC Work indicated on the plans. The plans shall cover the clearing stage, construction stage and Maintenance Period.</p> <p>The ESC Supervisor shall monitor the Work at least once per week to ensure they are in good condition and the water quality standard is being achieved. A written report shall be submitted to the Contract Administrator weekly during the project. Should monitoring identify non-compliance with discharge limits, the Contractor shall modify the plan in accordance with recommendations specified by the ESC Supervisor.</p> <p>Any other Work required to modify the ESC plans to meet the requirements will be at the Contractor's expense.</p>

Section	Sub-Section	Supplementary Specifications (Project)
		The Contractor, in consultation with the Contract Administrator, Environmental Consultant and the environmental agencies, shall be responsible for determining the conditions under which the Work must be carried out in environmentally sensitive areas and for making all required on-site examinations and examinations of documents supplied and referenced by the Owner to fully comprehend the environmental aspects of the Work required.
31 11 01 Clearing and Grubbing	SSP 1.2.5	<p>Add new clause 1.2.5:</p> <p>Clearing and grubbing includes removal of concrete wastes, debris, boulders, barrier curbs etc., on the surface and removal and installation of existing sign boards.</p> <p>Prior to Clearing and Grubbing, the Contractor shall prepare a Clearing and Grubbing Plan for approval by the Contract Administrator. The plan shall include a schedule for the work, sequence of activities, proposed equipment, and measures for protection of vegetation outside extents of Clearing and Grubbing.</p> <p>The Contractor shall be responsible for all costs of removing fences, shrubs, stumps, roots, furniture, trees or hedges being within the proposed work area or working easement area. The removed material shall be disposed of by the Contractor to the Contract Administrator's satisfaction.</p>
31 32 19 Geosynthetics	SSP 1.0.4	<p>Add new clause 1.0.4:</p> <p>Geotextile may only be required when material compatibility is a concern (e.g., the interface between replacement fill and existing soil where sub-excavation has occurred). This should be determined by the <i>Owners'</i> geotechnical consultant during construction.</p>
31 23 01 Excavating, Trenching and Backfilling	SSP 1.3.1	<p>Delete paragraph 1.3.1 and substitute the following:</p> <p>Excavation classes: three classes of excavation will be recognized:</p> <p>.1 Rock excavation: To Section 31 23 17 (Rock Removal) – Clause 1.3.</p>

Section	Sub-Section	Supplementary Specifications (Project)
		<p>.2 Common Excavation: excavation and removal of materials of whatever nature which do not fall under the definitions of “Rock Excavation” or “Mass Excavation”, which are not contaminated, and which include soils, dense tills, hardpan, partially cemented materials, clay, or frozen materials that can be ripped and excavated by heavy construction equipment. Removal of existing pavements, curbs and gutters, sidewalks, utilities strips, driveways, pipes, or conduits are not included in “Common Excavation” and will be paid separately as part of “Mass Excavation”.</p> <p>.3 Mass Excavation and Removals: excavation, removal and disposal at an approved location offsite of materials which are not included under the definitions of Rock Excavation or Common Excavation and which can be any hard-material structure found on the ground or underground made of concrete, asphalt, or other materials, including, but not limited to, curbs, gutters, walks, driveways, walls, stairs, fences, gates, rails, bollards, barriers, pavements, manholes, catchbasins, lawn drains, cleanouts, inspection chambers, irrigation features, pipes, signs, culverts, end walls, headwalls, streetlights, streetlight bases, traffic signals, or traffic signal bases, which are required to be removed for the completion of Work, as shown on the Contract Drawings, and which are not paid for separately. Mass Excavation includes saw cutting of asphalt or concrete prior to removal but excludes removals, and offsite disposal, of asphalt by means of milling where required by the Contract Drawings.</p>
33 11 01	SSP 1.8.14S	<p>Add the following to paragraph 1.8.14S:</p> <p>All waterworks works, including relocation, raising and replacement of existing fire hydrants, will be undertaken by the Owner’s crew. The Contractor shall coordinate these works with the City of Richmond in a timely manner (minimum two weeks notice) and in accordance</p>

Section	Sub-Section	Supplementary Specifications (Project)
		with its schedule to avoid undesired delays during construction.

PREVIEW

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SUPPLEMENTARY MEASUREMENT AND PAYMENT SPECIFICATIONS

TO MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (PLATINUM EDITION) SPECIFICATIONS

GENERAL

Any *Work* called for in the Specifications or shown or implied on the *Drawings* or necessary for the completion of the *Work* called for in the Specifications, which is not specifically listed as a separate item in the Schedule, will be deemed incidental to the general purpose of the *Contract* and no separate payment will be made on account of any such work, but the cost of any such *Work* will be included in the proposed unit prices or lump sum prices for the various items of *Work* appearing in the Schedule.

No payment will be made for *Work* beyond the lines and grades shown on the *Drawings* without approval in writing by the *Contract Administrator*.

MMCD Section / SoQ&P Pay Item	Sub-Section	Supplementary Specifications (Project)
Cast-in-Place Concrete 3.04 4.02 4.03 4.04 4.05 4.06 4.07	03 30 53S 1.7.1	Refer to Attachment 2
Ornamental Stone and Rock Mulch 1.10 2.02 2.03 2.04 3.05 3.06 3.07 3.08 3.09 3.10	04 43 00S 1.7.1	Refer to Attachment 2

Metal Fabrications 4.08 4.09 4.10 5.05	05 55 00S 1.2.1	Refer to Attachment 2
Exterior Finish Carpentry 3.11 5.06 5.07 5.08	06 20 13S 1.7.1	Refer to Attachment 2
Site Furnishings 4.11 4.12 4.13 4.14 4.15 4.16	12 93 00S 1.5.1	Refer to Attachment 2
Irrigation 1.11	32 84 00S 1.13.1	Refer to Attachment 2
Planting and Maintaining Trees, Shrubs, Groundcovers and Lawn 1.15 2.08 2.09 3.29 3.30 3.31	32 92 02S 1.6.1	Refer to Attachment 2
General Process Provisions 3.39	40 00 01S 3.15.1	Refer to Attachment 2
Submersible Wastewater Pumps 3.40	43 25 10S 3.11.1	Refer to Attachment 2

Appendix 4 – Scope of Work

2. Summary of Requirements

2.1. Construction Services

- a) The Contractor shall perform the construction services as outlined in the Contract Documents.
- b) If applicable, the Contractor shall supply and install the shade canopy as specified in *Attachment 1B – Optional Canopy Drawings*. If this optional item is awarded, the Contractor will be responsible for the provision and installation of the metal canopy structure complete with exposing and confirming the existing foundations on site and reinstating deck boards and hardware; foundation works are excluded from this contract as they were completed as part of the Minoru Lakes Renewal project. (Optional)
- c) The Contractor shall perform construction services in accordance with the requirements outlined in *Attachment 3 - WSA Permit*, which states that the in-stream works authorized in the WSA Approval must be completed by October 31, 2025.

3. Project Background

3.1. The Project Site

- a) The Project Site is located within Minoru Park, which encompasses 7191 Granville Avenue and 6131 Bowling Green Road in Richmond, BC. Minoru Park is bounded by Westminster Highway to the north, Granville Avenue to the south, Gilbert Road to the east, and Minoru Boulevard to the west.
- b) The Project Site lies along the southern edge of the Lakes District, which occupies the northern portion of Minoru Park. The Project Site includes an existing drainage ditch and adjacent park areas, aligning roughly with Azure Road to the west and Murdoch Avenue to the east. The site spans two property addresses: 6131 Bowling Green Road and 7191 Granville Avenue.

3.2. Existing Conditions and Project Background

Project Site Context:

- a) The Project Site is located in Minoru Park, which is a 65-acre, highly visited recreational and cultural hub located in the Brighthouse Village neighbourhood. Minoru Park is home to several civic facilities, including the Richmond Cultural Centre and Annex, the Brighthouse (Main) Branch of the Richmond Public Library, the Minoru Centre for Active Living, Minoru Chapel, and Minoru Arenas.
- b) Within Minoru Park, the Project Site is located in the Lakes District, which encompasses the northern portion of Minoru Park. The Lakes

District covers approximately 15 acres and is centered around two reflecting ponds. It offers a tranquil setting and a welcome retreat from the surrounding high-density neighbourhood areas. Key features include reflecting ponds, a waterfall and upper pond, overflow channel, drainage ditch (part of the Project Site), two artificial turf bowling greens, the Pierre Fonds Garden, surface parking lots, extensive pathways, lighting, park furnishings, mature trees, plazas, boardwalks, bridge crossings, and wayfinding and identity signage.

- c) A major renewal of the Lakes District (Minoru lakes Renewal) was completed between 2022 and 2023. This renewal addressed deteriorating pond infrastructure (liner, pump, and recirculation system), improved water quality, responded to community concerns regarding safety and accessibility, and enhanced environmental sustainability. Minoru Lakes Renewal also included upgraded and expanded park amenities such as pathways, picnic areas, seating, and wayfinding, aligning with the needs of the rapidly growing surrounding community.
- d) Civic facilities within the Lakes District include public washrooms, the Minoru Chapel, Gateway Theatre, and the Bowling Green Community Activity Centre, which is currently under construction and expected to be complete by late 2025.
- e) The Lakes District is bordered by commercial and residential properties to the north, Richmond Hospital to the east, and private residences to the west. The southern boundary of the Lakes District is defined by the drainage ditch and adjacent park areas, which comprise the Project Site.
- f) South of the of the Project Site, Minoru Park features a premier sports complex with a rubberized track, multiple artificial turf fields, a throw centre, and associated support facilities. Additional amenities in this area include a playground, tennis courts, large mature trees, and a well-developed pathway network supporting passive recreation.

Project Site:

- g) **Existing Drainage Ditch:** The existing drainage ditch, receives stormwater from within Minoru Park, including overflow from the Lakes District ponds, as well as runoff from the catchment area east of Minoru Park. The drainage ditch discharges to a trunk sewer main along Gilbert Road. Lined by several large, mature trees on both sides, the ditch currently features steep, eroded side slopes, limited riparian vegetation, and low visual appeal. It also lacks the stormwater capacity required to meet peak demands of the growing neighbourhood area to the east. Renewal of the drainage ditch is required to accommodate increasing stormwater flows, enhance its visual and ecological value as a key park feature, and improve riparian planting and habitat quality.
- h) **New Stormwater Detention Pond:** A key goal of the Minoru Lakes Renewal project was to eliminate reliance on potable water. This was

partially accomplished by addressing water loss due to leaks in the liner. Other than direct rainwater, however, the Lakes District ponds have no other environmentally sustainable source of water. Introduction of a stormwater detention pond as part of the Project scope of work, which will be located at the east end of the drainage ditch, will further address the goal of eliminating reliance on potable water. The stormwater detention pond will receive rainwater runoff from the catchment area east of Minoru Park via an existing, recently upgraded box culvert. Stormwater collected in the detention pond will be pumped into the Lakes District ponds and overflow to the adjacent drainage ditch, which will be upgraded as part of the Project scope of work.

- i) **Park Amenities:** The Project Site currently includes several park amenities and assets, such as picnic tables, flexible lawn areas, pathways, and bridge crossings over the drainage ditch that connect to Minoru Lakes Renewal to the north. Due to its central location within Minoru Park, the Project Site plays a key role in linking the northern and southern areas of Minoru Park. It also includes key park entrance points along to the west and east. The park amenities and assets within the Project Site, however, are aging, do not adequately serve the needs of the growing surrounding community, and lack a sense of welcome and arrival. Renewal and enhancement of the park amenities within the Project Site are required to improve functionality, accessibility, and overall user experience.
- j) **Site Studies:** As part of the recently completed Minoru Lakes Renewal, several studies were performed including *Attachment 4 – Site Topographic and Abthymetric Survey* by *Matson Peck and Topliss Engineers Ltd.*, *Attachment 5 – Geotechnical Report* by *Braun Geotechnical*, and *Attachment 6 – Arborist Report* by *Koome Urban Forestry Ltd.* Other studies that have been performed but are not attached, such as an Environmental Inventory and Stormwater Management Plan, can be made available to the successful Contractor upon request.

4. Project Objectives

4.1. Key issues and Objectives

a) Existing Drainage Ditch:

The current drainage ditch has steep, eroded embankments, minimal riparian vegetation, and limited visual appeal. Additionally, it lacks the stormwater capacity needed to support the growing neighbourhood catchment area east of Minoru Park. Project objectives include:

- Increasing stormwater capacity;
- Stabilizing embankments;
- Enhancing riparian vegetation and habitat; and
- Improving the visual quality of the ditch as an integrated park feature.

b) **New Stormwater Detention Pond:**

The recently renewed ponds in the Lakes District (Minoru Lakes Renewal) currently depend solely on direct rainfall to maintain water levels. Project objectives include introducing a new stormwater detention pond to provide a sustainable, non-potable water source for the Lakes District ponds.

c) **Park Amenities:**

Existing park furnishings, pathways, and bridges within the Project Site are aging and require renewal. Park areas within the Project Site lack a clear sense of arrival and welcome. Project objectives include improved accessibility and overall user experience through the provision of:

- New and improved park furnishings;
- Upgraded pathways and bridges; and
- Enhanced entry plazas, signage, and lighting.

5. **Scope of Work**

5.1. **General**

- a) The scope of the Project includes the provision of construction services as detailed in *Attachment 1 – Minoru Park Green Infrastructure Drawings*, *Attachment 2 – Supplementary Construction Specifications*, and the applicable regulatory requirements outlined in *Attachment 3 – WSA Permit*. Should the Project budget allow, the Project scope will also include supply and installation of an optional shade canopy structure as detailed in *Attachment 1B – Optional Canopy Drawings*. The Contractor shall perform, at a minimum, the following key components:
- b) Attend a pre-construction meeting with the Owner and Project Team to provide introductions, clarify roles and responsibilities, confirm communication protocols, review site access and staging requirements, project and meeting schedules, scope of work, and any other special considerations.
- c) Prepare and submit all plans required to perform the Project scope of work, including but not limited to a Traffic and Parking Plan During Construction (Traffic Management Plan/TMP), Site Access Plan, Staging Plan and Erosion Sediment Control (ESC) Plan, Construction Environmental Management Plan (CEMP), and Wildlife Management Plan prior to the start of construction.
- d) Provide a designated Qualified Environmental Professional (QEP) to support the Project through ongoing environmental monitoring, guidance, and reporting; preparation and submission of additional permit applications as required; and the development and submission of a Five-Year Effectiveness Monitoring Plan. The QEP will be responsible for

ensuring compliance with all requirements outlined in *Attachment 3 – WSA Permit*, as well as for the preparation of, and/or compliance with, the ESC Plan, CEMP, and Wildlife Management Plan.

- e) Conduct the safe and humane relocation of wildlife from the drainage ditch, if required, in accordance with the Wildlife Management Plan and all applicable regulations.
- f) Provide submittals throughout the Project duration, including but not limited to shop drawings, samples, test reports, mock-ups, and certifications, in accordance with the Contract Documents.
- g) Install all required tree protection and site security fencing in accordance with the Contract Documents and applicable municipal standards.
- h) Obtain all permits required to complete the Project scope of work. Where feasible, permits shall be applied for in advance to avoid delays in the construction schedule.
- i) Site mobilization, establishment of site access and development of a construction staging area, which may include temporary site office(s), material stockpiles, equipment storage, and worker support facilities (e.g., portable washrooms).
- j) Complete dewatering of the existing drainage ditch, if required, and manage non-stormwater discharge in compliance with environmental best practices and permit requirements.
- k) Perform demolition, excavation, material removal, disposal, re-use and recycling operations in accordance with the Contract Documents, environmental best practices, and all applicable municipal, provincial and federal environmental regulations, guidelines, standards and permits.
- l) Implement service works including drainage, electrical, water, sanitary-storm, irrigation and mechanical (including a pump station), in accordance with the Contract Documents and applicable permits,
- m) Construct footings and foundations for bridge crossings, light poles, signage, electrical kiosk, and site furnishings per Contract Documents and *Attachment 5 - Geotechnical Report by Braun Geotechnical Ltd.*
- n) Perform rough grading using clean fill and growing medium as specified in the Contract Documents.
- o) Complete sub-base compaction and base preparation for hardscape surfaces, including placement of geotextile liners, aggregates, and cast-in-place (CIP) concrete, as per the Contract Documents and *Attachment 5 - Geotechnical Report by Braun Geotechnical Ltd.*
- p) Install finished hardscape surfaces in accordance with the Contract Documents, including unit pavers, asphalt, CIP concrete paving, riprap, boulders, river rock, and timber decking.

- q) Procure and install site furnishings such as benches, tables, fencing, guardrails, waste receptacles, bike racks, and signage as per the Contract Documents and manufacturer's instructions (installation manuals). The Contractor shall account for lead times in the procurement process to ensure timely installation.
- r) If applicable, supply and install the shade canopy as specified in Attachment 1B – Optional Canopy Drawings. The canopy footings and associated electrical conduit have been completed under the Minoru Lakes Renewal project. If this optional item is awarded, the Contractor will be responsible only for provision and installation of the metal canopy structure complete with exposing and confirming the existing foundations on site and reinstating deck boards and hardware; foundation works are excluded from this contract.
- s) Supply and install soft landscaping, including growing medium and amendments, tree, shrub, fern, perennial, and groundcover planting, mulch, and lawn seeding, as specified in the Contract Documents.
- t) Perform fine grading, site clean-up, removal of surplus materials, and restoration of disturbed areas.
- u) Conduct performance testing and commissioning of systems; complete maintenance services during the warranty period; facilitate warranty inspections; and support project close-out through Owner handover procedures including demonstration, training, and orientation.

5.2. Inspection of the Project Site

- a) The Contractor shall establish all required logistical and technical information necessary for successful site mobilization, material transport, assembly, and installation.
- b) The Contractor shall review and familiarize themselves with all studies and reports relevant to the Project and Project Site, including those provided as attachments to this and others that may be referenced but not included as necessary to successfully complete the Project.
- c) It is the Contractor's responsibility to verify all site dimensions and elevations prior to the preparation and of shop drawings and fabrication of site furnishings.
- d) The Contractor is responsible for performing any additional site investigations, testing, or studies required to successfully complete the Project scope of work.

5.3. Development at 6333 Mah Bing Road

- a) The Contractor shall be responsible for coordinating and maintaining effective communication with the contractor associated with the adjacent development located at 6333 Mah Bing Road (the Adjacent Development), situated immediately east of the Project Site.

- b) The Adjacent Development includes upgraded utility services that connect to the existing drainage ditch and service infrastructure within Minoru Park, as well as a proposed greenway connection into the park.
- c) Utility service connections from the Adjacent Development into Minoru Park have been recently completed and are reflected in the Contract Documents.
- d) The timeline for implementation of the greenway connection remains undetermined at this time. Coordination and ongoing communication between the Contractor and the Adjacent Development team will be required throughout the course of the Project. The City will facilitate introductions and assist with inter-contractor coordination as necessary.

5.4. Samples and Mock-ups

- a) The Contractor shall provide samples and mock-ups for review and approval by the Contract Administrator and City, in accordance with the requirements specified in accordance with the Contract Documents.

5.5. Progress Report

- a) The Contractor shall keep a daily record of progress of the work available for review by the Contract Administrator and/or the City.
- b) The daily record shall include particulars of weather conditions, number of staff working, equipment working, and work performed.
- c) Progress reports shall be provided to the City upon request.

5.6. Documents On Hand

- a) The Contractor shall maintain at the Project Site during construction, one copy of each document as follows:
 - 1) Contract Drawings, Specifications, and Addenda;
 - 2) Change Orders and any other modifications to the Contract;
 - 3) Copy of Approved Work Schedule;
 - 4) Health and Safety Plan and Other Safety-Related Documents; and
 - 5) All Regulatory Permits Required for the Work;

5.7. Care of Finished Work

- a) The Contractor shall protect all finished work from damage, defacement, unauthorized entry, or trespass until such time as the work described in the Contract Documents is Substantially Complete and accepted by the City in accordance with the Contract Documents.

5.8. Material Disposal

- a) All material designated to be removed from the Project Site is the responsibility of the Contractor and will be disposed of in a lawfully and

environmentally responsible manner so that it does not become a nuisance to the public on adjacent or any other property.

5.9. Clean-up and Recycling

- a) The Contractor is responsible for meeting its obligations as set out under the Close-Out Procedures section 01 77 00 of *Attachment 2 – Supplementary Construction Specifications*.
- b) The Contractor shall clean-up immediately any waste products, refuse, excess materials, stains, or debris as ordered by the Contract Administrator and/or the City to maintain the Project Site in a clean and orderly condition.

6. Minimum Standards

- 6.1. All work shall be performed in accordance with the Contract Documents, including but not limited to the notes and specifications provided in *Attachment 1 – Minoru Park Green Infrastructure Drawings*, the requirements outlined in *Attachment 2 – Supplementary Construction Specifications*, and the *City of Richmond MMCD Supplementary Specifications and Detail Drawings*, as expressly referenced in the Contract Documents.
- 6.2. In the absence of specific standards within the Contract Documents, all work shall conform to, or exceed, the applicable minimum standards of the Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM), or the National Building Code of Canada (NBCC), as determined by the Contract Administrator.

7. Quality Management

- 7.1. The Contractor shall be responsible for the quality control of all project deliverables and submittals. All quality management activities shall be carried out to the satisfaction of the Contract Administrator and the City, in accordance with the Contract Documents.
- 7.2. Any deficiencies or defective work identified and rejected by the Contract Administrator and/or the City shall be corrected by the Contractor at the Contractor's sole cost and expense.

8. Superintendence

- 8.1. The Contractor shall assign an experienced Project Manager and/or Site Superintendent to oversee the Project. This individual shall serve as the primary point of contact for the Contract Administrator and the City for all matters related to the execution of the work for the full duration of the Project.
- 8.2. The designated Contractor representative must be identified prior to the commencement of work and shall be equipped with a mobile phone to ensure availability and responsiveness during construction hours for the full duration of the Project.

9. Temporary Services and Supplies

9.1. Temporary Services

- a) The Contractor shall provide all necessary temporary services and facilities for their own use and for use by subcontractors, including but not limited to: waste disposal, sanitation, first aid, and spill response kits.
- b) The Contractor shall design, provide, and maintain any temporary falsework or structures deemed necessary or beneficial to carry out the work safely and effectively.

9.2. Supplies

- a) The Contractor shall supply all materials, fasteners, labour, tools (both hand and power), generators, equipment, and any other items required to complete the work in accordance with the Contract Documents.

9.3. Expenses

- a) All expenses incurred by the Contractor during the Project, including travel and per diems, are the sole responsibility of the Contractor. The City will not provide reimbursement for any such costs.

10. Access and Traffic Management Requirements

10.1. General

- a) Prior to the commencement of work, the Contractor shall submit a detailed Traffic and Parking Plan During Construction (Traffic Management Plan/TMP) to the City for review and approval.

10.2. Site Access

- a) The Contractor shall use only the designated primary site access point located within the Gateway Theatre parking lot at 6500 Gilbert Road, unless otherwise approved by the City.
- b) The extent of the access route shall be minimized and carefully coordinated with the City to limit disruption to public use of the parking lot and to ensure uninterrupted operations at both Gateway Theatre and Minoru Chapel.
- c) Under no circumstances shall the access road at 7000 Westminster Highway—located behind Richmond Hospital and owned by Vancouver Coastal Health Authority (VCHA)—be used for construction-related access without prior written authorization from VCHA.

10.3. City Representative Access

- a) The Contractor shall provide unrestricted Project Site access to the City and its designated representatives, including the Contract Administrator and authorized consultants or testing agencies, for the purpose of inspection and verification of project compliance.

10.4. Site Access Plan

- a) The Contractor shall prepare a Site Access Plan for review and approval by the Contract Administrator and the City prior to commencement of work.
- b) The Site Access Plan shall include provisions for maintaining safe and accessible pedestrian access through or around the work area (Civilian Access Routes), along with appropriate directional signage.
- c) It is anticipated that Civilian Access Routes will require periodic relocation or re-alignment to accommodate ongoing construction activities.
- d) Civilian Access Routes shall be surfaced with accessible materials (e.g., temporary asphalt or compacted aggregate).

10.5. Construction Area

- a) The Contractor shall manage construction traffic in public areas in accordance with applicable regulations, including load limits and debris control.
- b) Construction operations shall be confined to designated work areas, including City-approved haul routes and access paths.

11. Staging Requirements

11.1. Staging Plan

- a) The Contractor shall develop a detailed staging plan for review by the Contract Administrator and City prior to commencement of work. Any revisions to the plan must be communicated to the Contract Administrator and the City for review.

11.2. Storage and Handling

- a) Contractor shall comply with manufacturer specifications and Contract Administrator requirements for the storage, handling, delivery, transportation, installation, and maintenance of materials, as outlined in Section 01 60 00 of *Attachment 2 – Supplementary Construction Specifications*.

12. Site Operations, Security, Protection, and Environmental Requirements

12.1. General

- a) The Contractor shall implement appropriate measures to prevent soil, mud, and debris from being tracked off-site onto adjacent roadways and properties. These measures may include, but are not limited to, stabilized construction entrances, wheel wash stations, regular street sweeping, and containment of materials within the site boundaries. The Contractor shall monitor and maintain these controls regularly to ensure ongoing effectiveness.

- b) The Contractor shall implement effective dust control measures throughout the Project duration to minimize airborne particulate matter and prevent off-site migration. Dust suppression methods shall be appropriate to site conditions and may include, but are not limited to, regular watering, use of dust suppressants, and covering of stockpiles.
- c) If stationary equipment is in use for more than 30 minutes or generates heat, a minimum 19 mm thick plywood sheet must be placed underneath the equipment to protect surfaces.

12.2. Barriers, Lights and Watching

- a) The Contractor shall install all required barriers, fencing, signage, lighting, and security measures to protect the public, project site and works and adjacent properties.
- b) The Contractor shall erect and maintain barriers, fences, lights, warning devices, and the other protective measures as may be required for the prevention of theft or damage of goods and protection of the public and workmen, and if so ordered by the Contract Administrator and/or the City.

12.3. Protection of Existing Utilities, Structures and Services

- a) The Contractor shall protect all existing utilities (overhead, underground, or underwater) from direct or indirect damage at their own expense.
- b) Proof of a valid BC One Call ticket may be requested by the City at any time.
- c) Any existing infrastructure not designated for removal or replacement shall be preserved and protected; any damages shall be repaired at the Contractor's expense to the City's satisfaction.
- d) The Contractor shall provide a Care of Finished work as outlined in the Contract Documents to ensure that completed works remain in good condition until City takeover of the Project.

12.4. Prevention of Land, Water and Air Pollution

- a) The Contractor shall adhere to all applicable Federal and Provincial laws and regulations concerning the control and abatement of water and air pollution.
- b) The Contractor and all subcontractors shall avoid excessive vehicle and equipment idling as outlined on *Attachment 8 – Environmental Management Plan*.
- c) The Contractor shall ensure that cementitious and asphaltic products are handled and cleaned according to the procedures outlined in *Attachment 8 – Environmental Management Plan*,

13. Dewatering

- 13.1. Dewatering within the drainage ditch must comply with the recommendations and requirements outlined in *Attachment 3 – WSA Permit* and *Attachment 8 – Environmental Management Plan*.
- 13.2. If well-point dewatering is required, the Contractor, at the Contractor's sole cost, must ensure that all groundwater treatment is conducted in full compliance with applicable permits and regulatory requirements. All pumps, generators, and associated equipment used for dewatering or any other purpose must comply with **Noise Regulation Bylaw No. 8856**. Equipment shall be enclosed or otherwise sound-attenuated as necessary to minimize noise disturbance to surrounding areas.
- 13.3. In accordance with Pollution Prevention and Clean Up Bylaw No. 8475, sediment-laden water must not be discharged into the City's drainage or sanitary systems or open watercourses.
- 13.4. Sediment-laden water may be pumped to low areas of the drainage ditch for temporary on-site storage. If this is not feasible due to volume, the Contractor shall store water in tanks, treat it on-site, or remove it for off-site treatment.
- 13.5. All dewatering and drainage ditch upgrades must be performed independently of significant groundwater flows.

14. Water Quality

- 14.1. Discharged water must comply with thresholds under Pollution Prevention and Clean Up Bylaw No. 8475, including limits for turbidity, pH, temperature, and dissolved oxygen.

15. Tree Management Requirements

- 15.1. Instructions for tree management including tree protection measures, stump removals, planting, transport and handling of trees, and instructions for working within the dripline of existing trees are outlined in *Attachment 1 – Minoru Park Green Infrastructure Drawings*, *Attachment 2 – Supplementary Construction Specifications*, and *Attachment 6 – Arborist Report by Koome Urban Forestry Ltd.*
- 15.2. The Contractor shall coordinate with the Contract Administrator and City arborist, providing sufficient notice for reviews and direction regarding tree protection-related activities.

16. Environmental Incidents

- 16.1. Environmental incidents, including but not limited to hazardous material spills, hydrocarbon discharges, and unauthorized equipment entry into designated no-disturbance zones, shall be reported in accordance with the Environmental Incident Reporting framework outlined in Schedule 6 of *Attachment 8 – Environmental Management Plan*.

17. Archaeological Chance Find

- 17.1. The Contractor and all workers, including subcontractors, must be aware of and follow the archaeological chance find procedures outlined in *Attachment 8 – Environmental Management Plan*.

18. Related Municipal Bylaws

The Contractor shall ensure that all activities undertaken in connection with the Project are fully compliant with the following City of Richmond bylaws and associated requirements:

18.1. Roadway Restoration

- a) All roadway pavement restoration must comply with *Roadway Restoration Bylaw No. 7869*, dated April 11, 2005.
- b) The Contractor shall be held liable for any damage to roadways and may be subject to fines or other penalties imposed by the City.

18.2. Tree Protection

- a) All tree protection and retention measures must comply with *Tree Protection Bylaw No. 8057*, including adherence to the direction and oversight of the City Arborist and the designated project arborist.
- b) The Contractor shall be held liable for any damage to protected trees and may be subject to fines or other penalties imposed by the City.

18.3. Pollution Prevention and Clean Up

- a) The Contractor must adhere to *Pollution Prevention and Clean-Up Bylaw No. 8475*, which outlines responsibilities related to the handling and storage of hazardous materials and dangerous goods, controls on non-stormwater discharges into the municipal storm system, and preparedness for spill response and other environmental incidents.
- b) Refer to *Attachment 8 – Environmental Management Plan* for a summary of applicable procedures and obligations under this bylaw.

18.4. Demolition Waste and Recyclable Materials

- a) The Contractor shall comply with *Demolition Waste and Recyclable Materials Bylaw No. 9516*, including all requirements for the separation and recycling of construction and demolition materials.

18.5. Noise Regulation

- a) All work must be conducted in accordance with *Noise Regulation Bylaw No. 8856*, including restrictions on work hours and permissible noise levels.

18.6. Pesticide Use Control

- a) The Contractor shall comply with *Pesticide Use Control Bylaw No. 8514*, which prohibits the use of pesticides on City-owned land.
- b) Refer to *Attachment 2 – Supplementary Construction Specifications* for further guidance on acceptable practices.

19. Permitting Requirements

19.1. General

- a) The Contractor must comply with all applicable municipal, provincial, and federal laws, bylaws, and regulations in connection with completion of the Project.
- b) Unless otherwise stated, the Contractor is responsible for obtaining and maintaining all required permits, certificates, and licenses, including any associated fees.
- c) Application and approval of municipal Plumbing Permits for drinking fountains and water services (including meters and connections) are the sole responsibility of the Contractor.
- d) The Contractor is responsible for ensuring compliance with City Engineering requirements including liaising with Engineering Inspections for all potable water services and storm connections to the City storm main.
- e) The Contractor must hold a valid business license for construction service operations within the City of Richmond.

19.2. Environmental Permits

- a) The Contract Administrator shall be responsible for securing the following environmental permits required for completion of the Project:
 1. *Provincial Wildlife Act* approvals, required for the management of vertebrate species. For the Project, this includes fish salvage operations prior to the dewatering of the drainage ditch, as necessary to complete the works shown in *Attachment 1 – Minoru Park Green Infrastructure Drawings*.
 2. *Provincial Water Sustainability Act (WSA)* Change Approval, required for in-stream and adjacent works within the drainage ditch, as identified in *Attachment 1 – Minoru Park Green Infrastructure Drawings*.
 - Note: This permit has been obtained and is included as *Attachment 3 – WSA Permit*.
 3. The Contractor is responsible for complying with all conditions, requirements, and operational constraints associated with the above

permits, as applicable to the execution of the Project. This includes adhering to all instructions issued by the City and the Contract Administrator.

20. Project Timeline and Schedule

20.1. General

20.2. Construction is expected to begin in September 2025, with works in-stream and adjacent to the drainage ditch being complete by October 31, 2025, as per *Attachment 3 – WSA Permit*.

- a) The final construction schedule will ultimately be determined through discussions between the City, Contract Administrator and the successful Contractor.
- b) The City reserves the right to change, modify, and adjust the schedule included in the Contractor's response to this RFP, including deliverables and timelines, at any time over the course of the Project.

20.3. *Substantial Performance* must be achieved by April 30, 2026.

21. Training and Demonstrations

21.1. Two weeks prior to *Substantial Performance*, the Contractor must complete its obligations for Training and Demonstrations as outlined under section 01 79 00 of *Attachment 2 – Supplementary Construction Specifications*.

22. General Commissioning

22.1. Prior to *Substantial Performance*, the Contractor must complete its obligations for General Commissioning as outlined under section 01 91 13 of *Attachment 2 – Supplementary Construction Specifications*.

22.2. Prior to *Substantial Performance*, verification of systems through a 15-day acceptance testing period is required and accepted using Form 105 of *Attachment 2 – Supplementary Construction Specifications*.

23. Deliverables, and Close Out Submittals and Procedures

23.1. Prior to submitting a written application for *Substantial Performance*, the Contractor must complete all project close-out procedures, including the provision of Maintenance and Operating Data (Maintenance Manual) and submission of all deliverables, as detailed in *Attachment 2 – Supplementary Construction Specifications*.

24. Warranties and Guarantees

24.1. For all specified products and systems, the Contractor shall provide a Product and Installation Warranty (the "Warranty") covering materials, labour, and workmanship against defects and deficiencies, in accordance with manufacturers'

and suppliers' instructions, as outlined in *Attachment 2 – Supplementary Construction Specifications*.

- 24.2. The Warranty period shall begin on the date of Substantial Completion and must not be prorated or limited based on usage or operational hours.
- 24.3. The Warranty shall also include the guaranteed availability of replacement materials for the full duration of the applicable Warranty period(s).
- 24.4. Any defective item under Warranty shall be **repaired or replaced** with new materials at the sole expense of the Contractor, including removal and reinstallation.
- 24.5. All warranties shall adhere to the terms, language, and requirements specific to each deliverable, as described in *Attachment 2 – Supplementary Construction Specifications*.
- 24.6. Warranty meetings shall be held at the following key project milestones:
 - a) Four (4) weeks prior to Substantial Completion, to verify Warranty requirements and manufacturer installation instructions (refer to Section 1.2.1, Division 01 78 00 of *Attachment 2 – Supplementary Construction Specifications*);
 - b) Four (4) months after acceptance, to review performance (refer to Section 1.12, Division 01 78 00 of *Attachment 2 – Supplementary Construction Specifications*);
 - c) Nine (9) months after acceptance, for final Warranty inspection (refer to Section 1.12, Division 01 78 00 of *Attachment 2 – Supplementary Construction Specifications*);

25. Maintenance Period

- 25.1. The Contractor shall be fully responsible for the successful operation, maintenance, and establishment of all products and landscape elements installed, as outlined in the Contract Documents. This includes the specified one (1) year landscape maintenance period, unless otherwise stated.

26. City Provided Items

- 26.1. The City's project team, including the Contract Administrator, will provide the following professional services and technical expertise to support the Contractor in successful completion of the Project scope. In addition to the services listed below, the City's project team will conduct ongoing inspections and routine site reviews.
 - a) Professional design and consulting services relevant to the Project scope, including those of a landscape architect, municipal engineer, hydrogeologist, hydrological engineer, mechanical engineer, structural engineer, qualified environmental professional, electrical engineer, and geotechnical engineer.

- b) City Arborist services, including the review of tree protection measures and verification of compliance with the approved tree management plan and applicable municipal bylaws.

26.2. In order to complete the project requirements, the City will provide Proponents with the following documents available through the *Bidding System*:

- a) Attachment 1 – Minoru Park Green Infrastructure (Minoru Detention Pond and Ditch Improvement) Drawings (in PDF) where the layout plan shall be available in CAD format (in DWG);
- b) Attachment 1B – Optional Canopy Drawings
- c) Attachment 2 – Supplementary Construction Specifications (in PDF);
- d) Attachment 3 – WSA Permit (in PDF);
- e) Attachment 4 – Site Topographic and Bathymetric Survey by Matson Peck and Topliss Engineers Ltd.;
- f) Attachment 5 – Geotechnical Report by Braun Geotechnical Ltd.;
- g) Attachment 6 – Arborist Report by Koome Urban Forestry Ltd.;
- h) Attachment 7 – Tree Management Plan by Koome Urban Forestry Ltd.;
and
- i) Attachment 8 – Environmental Management Plan by ISL Engineering Ltd.
- j) Attachment 9 – Preliminary Site Access Plan

Appendix 5 – Undertaking of Liability Insurance

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

To whom it may concern:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$10,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 (thirty) days written notice of cancellation delivered to the City Clerk of the City at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City during the performance of the works and services specified in the attached Proposal and specifically that the insurance required by such Proposal shall be consistent with the requirements therein.

if the Contract is awarded to (insert Proponent's name)

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of _____, 2025.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE

Appendix 6 – Undertaking of Surety

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

To whom it may concern:

We, the undersigned (company's name) _____ do hereby undertake and agree to become bound unto the City of Richmond in:

- (a) A PERFORMANCE BOND in the amount of 50 (fifty) % of the total Proposed amount shown on the Total Price proposed and drawn up in accordance with the requirements specified in the Contract Documents,

and

- (b) A LABOUR AND MATERIALS PAYMENT BOND in the amount of 50 (fifty)% of the Total Price proposed and drawn up in accordance with the requirements specified in the Contract Documents,

if the Contract is awarded to (insert Proponent's name):

Dated this ____ day of _____, 2025.

Signature and Corporate Seal of Surety Company
Licensed to Conduct Business in the Province of
British Columbia

8461P - Construction Services for Minoru Park Green Infrastructure

Opening Date: June 27, 2025 10:00 AM

Closing Date: July 24, 2025 3:00 PM

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

Schedule of Prices

The unit prices, and/or lump sums, hereinafter stated, applied in accordance with the terms of the Contract, represent the entire cost to the City for the complete performance of the Work, in **Canadian dollars**. Applicable GST and PST taxes are additional.

The unit prices, and/or lump sums, hereinafter stated, will be deemed to include but not be limited to:

- all costs for labour, equipment and materials (including expenses and disbursements) 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 draft Contract Documents;
- all assessments payable with respect to labour as required by any statutory scheme, such as unemployment insurance, holiday pay, insurance, CPP, and all employee benefits and the Workers Compensation Act
- all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and,
- all costs required for compliance with all laws applicable to the performance of the Work.

* Denotes a "MANDATORY" field

- Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).
- If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

For MMCD Construction projects with Schedule of Quantities and Prices, quantities shown are based on estimated quantities.

Table 1 - Form of Financial Proposal (Schedule of Quantities and Prices)

The items below represent the Contract Price for the works described in this document and on the drawings. Refer to the MMCD or the supplementary specifications for details on the measurement of and payment for the various items.

Item No.	MMCD/SUPP REF	Description Summary	Unit	Quantity	Unit Price *	Amount
1.01	01 53 01 1.9.1	Mobilization / Demobilization	Lump Sum	1		
1.02	01 53 01 1.9.1	Construction Fencing	Lump Sum	1		
1.03	01 53 01 1.9.1	Pedestrian Detour & Signage	Lump Sum	1		
1.04	01 53 01 1.9.1	Temporary Haul Road	Square Meter	1050		
1.05	01 53 01 1.9.1	Storm Drainage Bypass	Lump Sum	1		
1.06	01 53 01 1.9.1	Site Demolition	Lump Sum	1		
1.07	01 57 01 1.6.1	Tree protection	Lump Sum	1		
1.08	31 41 01 1.4.1 1.4.2	Tree stump grubbing	Each	13		
1.09	31 23 01 1.10.4	Remove and dispose offsite concrete headwalls.	Each	5		
1.10	04 43 00 S 1.7.1	Landscape Boulders	Each	75		
1.11	32 84 00 S 1.13.1	Irrigation System Design / Build (complete)	Lump Sum	1		
1.12	32 91 21 1.4.1	200mm Thick Planting Medium (New Lawn)	Cubic meter	115		
1.13	32 91 21 1.4.1	50mm Thick Planting Medium (Topdress Existing Lawn)	Cubic meter	60		
1.14	32 92 19 1.8.1 1.8.2	Lawn Hydroseeding (Landscape Restoration)	Square meter	1771		
1.15	32 92 02 S 1.6.1	Lawn-hydroseeding	Square meter	1915		
Subtotal:						

Table 2 - Form of Financial Proposal (Schedule of Quantities and Prices)

The items below represent the Contract Price for the works described in this document and on the drawings. Refer to the MMCD or the supplementary specifications for details on the measurement of and payment for the various items.

Item No.	MMCD/SUPP REF	Description Summary	Unit	Quantity	Unit Price *	Amount
2.01	01 53 01 1.9.1	Ditch Dewatering	Lump Sum	1		
2.02	04 43 00 S 1.7.1	Waterfall boulders	Square Metre	36		
2.03	04 43 00 S 1.7.1	Ditch Riprap Armoring	Tonne	136		
2.04	04 43 00 S 1.7.1	Ditch Block Boulder	Linear Meter	242		
2.05	31 05 17 1.4.1	76mm fractured rock (at Ditch)	Tonne	255		
2.06	31 24 13 1.8.2 1.8.5	Ditch Excavation (off site disposal)	Cubic meter	1460		
2.07	32 91 21 1.4.1	450mm Thick Growing Medium (Ditch)	Cubic meter	615		
2.08	32 92 02 S 1.6.1	Planting (Ditch Embankments)	Square meter	1354		
2.09	32 92 02 S 1.6.1	Cocomat (at Ditch)	Square meter	1306		
Subtotal:						

Table 3 - Form of Financial Proposal (Schedule of Quantities and Prices)

The items below represent the Contract Price for the works described in this document and on the drawings. Refer to the MMCD or the supplementary specifications for details on the measurement of and payment for the various items.

Item No.	MMCD/SUPP REF	Description Summary	Unit	Quantity	Unit Price *	Amount
3.01	31 23 01 1.10.4	Remove and dispose offsite 450mm CSP storm pipe.	Linear Meter	10		
3.02	01 53 01 1.9.1	Pond and Pump Station Dewatering	Lump Sum	1		
3.03	01 53 01 1.9.1	Dewatering of existing lake to remove temporary blind flanges (2) from existing manhole barrel	Lump Sum	1		
3.04	03 30 53 S 1.7.1	Concrete pad at electrical cabinet	Square Metre	1		
3.05	04 43 00 S 1.7.1	Channel Drain Rock	Tonne	38		
3.06	04 43 00 S 1.7.1	River Rock Type 1	Cubic meter	6		
3.07	04 43 00 S 1.7.1	River Rock Type 2	Cubic meter	3		
3.08	04 43 00 S 1.7.1	River Rock Type 3	Cubic meter	3		
3.09	04 43 00 S 1.7.1	Channel Boulders	Each	12		
3.10	04 43 00 S 1.7.1	Pond Boulder Armoring	Tonne	175		
3.11	06 20 13 S 1.7.1	Wood Fencing	Linear meter	43		
3.12	26 56 01 1.9.1	Pump Station Electrical Instrumentation	Lump Sum	1		
3.13	26 56 01 1.9.1	Site Cabling and Terminations	Lump Sum	1		
3.14	26 56 01 1.9.1	Pump Station Electrical Programming and Commissioning	Lump Sum	1		
3.15	26 56 01 1.9.1 1.9.2	Wiring Conductors	Lump Sum	1		
3.16	26 56 01 1.9.1 1.9.2	53mm & 78mm Conduits	Lump Sum	1		
3.17	26 56 01 1.9.1 1.9.2	Electrical Trenching	Lump Sum	1		
3.18	26 56 01 1.9.1 1.9.2 1.9.3	Removals of Existing Conductors & Extending to JB	Lump Sum	1		
3.19	26 56 01 1.9.1 1.9.2	Junction boxes-Type 37 & 66	Lump Sum	1		
3.20	26 56 01 1.9.1 1.9.2	Supply and Installation of Circuit Breaker	Each	1		
3.21	26 56 01 1.9.1 1.9.2 1.9.3	Site Electrical Labour	Lump Sum	1		
3.22	31 05 17 1.4.1	Aggregate Surfacing (at Pond)	Tonne	90		
3.23	31 24 13 1.8.2 1.8.5	Common Excavation at Channel - off site disposal	Cubic meter	60		
3.24	31 24 13 1.8.2 1.8.5	Common Excavation at Pond - off site disposal	Cubic meter	730		
3.25	31 24 13 1.8.2 1.8.5	Common Excavation at Pond - with on site ditch infill	Cubic meter	124		
3.26	31 32 19 1.6.1	Detention Pond Liner	Square meter	400		
3.27	31 32 19 1.6.1	Channel Liner	Square meter	40		
3.28	32 91 21 1.4.1	450mm Thick Growing Medium (Detention Pond)	Cubic meter	82		
3.29	32 92 02 S 1.6.1	Trees	Each	1		
3.30	32 92 02 S 1.6.1	Planting (Detention Pond)	Square meter	163		
3.31	32 92 02 S 1.6.1	Root barrier	Linear meter	8		
3.32	33 40 01 1.6.1 1.6.2	450mm PVC pump station inlet pipe (up to pump station inlet valve)	Linear meter	7		
3.33	33 40 01 1.6.1 1.6.2	300mm HDPE DR17 pump station discharge pipe c/w electrofusion coupler to connect to existing pipe, bends, and thrust blocks	Linear meter	34		
3.34	33 40 01 1.6.1 1.6.2	300mm SDR35 PVC storm overflow pipe c/w flanged tideflex checkvalve, flange ring, flange adaptor, and linkseal (includes coring into existing box manhole)	Linear meter	10		
3.35	33 40 01 1.6.1 1.6.2	4 - 1200 x 2100 x 1250 box culvert c/w cast in place weir with rebar	Lump Sum	1		
3.36	33 40 01 1.6.1 1.6.2	200mm Blue Brute PVC storm culvert pipe c/w flanged tideflex checkvalve, flange ring, flange adaptor, and stacked boulder headwall at inlet	Lump Sum	1		
3.37	33 42 13 1.5.3	Supply and install Type 2 precast headwall c/w handrail	Each	3		
3.38	33 44 01 1.5.1 1.5.2	900mm x 1200mm extended base manhole (includes base, barrel, lid, frame and grate)	Each	2		
3.39	40 00 01 S 3.15.1	Pump Station electrical kiosk assembly - complete	Each	1		
3.40	43 25 10 S 3.11.1	Pump Station and Valve Chamber - Mechanical, Pumps & Piping - complete	Lump Sum	1		
Subtotal:						

Table 4 - Form of Financial Proposal (Schedule of Quantities and Prices)

The items below represent the Contract Price for the works described in this document and on the drawings. Refer to the MMCD or the supplementary specifications for details on the measurement of and payment for the various items.

Item No.	MMCD/SUPP REF	Description Summary	Unit	Quantity	Unit Price *	Amount
4.01	01 53 01 1.9.1	Site furnishings removal	Lump Sum	1		
4.02	03 30 53 S 1.7.1	Wooden fence footings	Cubic metre	2		
4.03	03 30 53 S 1.7.1	Concrete paving Type 1	Square Meter	32		
4.04	03 30 53 S 1.7.1	Concrete Paving Type 2	Square Meter	44		
4.05	03 30 53 S 1.7.1	Picnic Table Concrete Pad	Square Meter	20		
4.06	03 30 53 S 1.7.1	Bench Concrete Pad	Square Meter	8		
4.07	03 30 53 S 1.7.1	Entry column post footings	Cubic metre	2		
4.08	05 55 00 S 1.2.1	Entry column	Each	1		
4.09	05 55 00 S 1.2.1	Entry post	Each	2		
4.10	05 55 00 S 1.2.1	(Optional) Canopy c/w exposing and confirming existing foundations on site and reinstating deck boards and hardware - complete	Lump Sum	1		
4.11	12 93 00 S 1.5.1	Waste and recycling receptacle (set of 2)	Each	2		
4.12	12 93 00 S 1.5.1	Bench	Each	4		
4.13	12 93 00 S 1.5.1	Picnic table Type 1	Each	3		
4.14	12 93 00 S 1.5.1	Picnic table Type 2	Each	1		
4.15	12 93 00 S 1.5.1	Bike rack	Each	2		
4.16	12 93 00 S 1.5.1	Removable bollard	Each	3		
4.17	26 56 01 1.9.1 1.9.2	Path Lighting- Pole, Foundation and Luminaire	Lump Sum	1		
4.18	26 56 01 1.9.1 1.9.2	Lighting at Entry Columns and Posts	Lump Sum	1		
4.19	32 14 01 1.6.3	Concrete unit paving banding	Square Meter	31		
4.20	32 14 01 1.6.3	Concrete unit paving at benches	Square Meter	4		
Subtotal:						

Table 5 - Form of Financial Proposal (Schedule of Quantities and Prices)

The items below represent the Contract Price for the works described in this document and on the drawings. Refer to the MMCD or the supplementary specifications for details on the measurement of and payment for the various items.

Item No.	MMCD/SUPP REF	Description Summary	Unit	Quantity	Unit Price *	Amount
5.01	01 53 01 1.9.1	Bridge removal (3)	Lump Sum	1		
5.02	01 53 01 1.9.1	Asphalt pavement removal	Square Meter	1675		
5.03	31 24 13 1.8.2 1.8.5	Site stripping (200mm depth at pathways) - off site disposal	Cubic meter	376		
5.04	32 14 01 1.6.3	Concrete unit paving at bridges	Square Meter	5		
5.05	05 55 00 S 1.2.1	Bridge Decorative Panels	Each	24		
5.06	06 20 13 S 1.7.1	Bridge A	Each	1		
5.07	06 20 13 S 1.7.1	Bridge B	Each	1		
5.08	06 20 13 S 1.7.1	Bridge C	Each	1		
5.09	32 11 23 1.4.1 1.4.2 1.4.3	19mm Granular Base Course - varying thickness	Tonne	450		
5.10	32 12 16 1.5.1 1.5.2	Machine Laid (MMCD Upper Course #2) - pathway	Tonne	200		
Subtotal:						

Summary Table

Bid Form	Amount
Table 1 - Form of Financial Proposal (Schedule of Quantities and Prices)	
Table 2 - Form of Financial Proposal (Schedule of Quantities and Prices)	
Table 3 - Form of Financial Proposal (Schedule of Quantities and Prices)	
Table 4 - Form of Financial Proposal (Schedule of Quantities and Prices)	
Table 5 - Form of Financial Proposal (Schedule of Quantities and Prices)	
Subtotal Contract Amount:	

Bid Questions

Provide the following company and contact information.

Name of Representative:

Title of Representative:

Email of Representative:

Phone Number of Representative:

Phone Extension (if applicable)

GST Registration Number (if no GST registration number is provided, will be considered as not registered for GST):

Proponent Name Indicate legal name and any advertised/ doing business as. names for the past 10 years

State the Proponent's operating hours (as well as any afterhours arrangements)

If the Proponent is a partnership or a joint venture, provide the name of the partnership or joint venture

Executive Summary

The executive summary should provide a synopsis of the Proponent's overall approach to the performance of the Work and set out the key points of the Proponent's Proposal that demonstrates the Proponent's understanding of the Project (including background, objectives, risk and scope) and the Work to be provided.

Proponent Response *

Company Background and Expertise

Proponent's must provide information on their company background, experience and service level expertise including:

- o A corporate profile of the Proponent's firm outlining its history, philosophy and target market; and
- o A description of the Proponent's operational capacity, including the number of employees of the Proponent.

Proponent Background and Expertise	Proponent Response *
Provide a corporate profile of the Proponent's firm outlining its history, philosophy and mission.	
Describe the Proponent's overall operational capacity to perform the Work, including a description of resources available, current staffing level and capabilities and confirm that the Proponent can meet and/or exceed scheduling deadlines as set out in the RFP.	

Proponent's Proposed Team

Provide details about the Proponent's proposed team (e.g. the Project Manager, Site Supervisors and Forepersons) to be assigned to perform the Work, detailing for each project team member their full name and role, number of years they have worked for the Proponent, their qualifications and experience, the specific projects that they have worked on during that time and their role in respect of those projects, and confirmation that they will be available to provide services in respect of that role during the Proponent's proposed schedule for the Work.

*Additional rows can be added if required for additional team members.

Line Item	Full Name	Proposed Role	Number of Years Experience in the Role	Qualifications and Experience	Previous Project Names & Roles	Availability
1						
2						
3						
4						
5						

Methodology and Work Plan

Provide a detailed workplan outlining how the Contractor intends to deliver the Work to meet the Project timeline from Appendix 4 Section 20.

Line Item	Section	Response *
1	Detailed work methodology	
2	Maintaining access to the adjacent properties	
3	Storage/Staging areas needed	
4	Preliminary traffic management plan	
5	Safety plan	
6	Product Information	
7	Construction Environmental Management Plan	
8	Construction Sequencing	
9	Testing and quality assurance	
10	Pedestrian safety	
11	Public Notification/ Communication Plan	
12	Restoration of private properties	
13	Planting and Landscaping	
14	Coordination with adjacent construction projects	
15	Compliance with the WSA permit	
16	Identify any potential risk and how they can be mitigated	

Preliminary Schedule

Indicate the schedule in weeks with major item descriptions and time implications and milestone dates.

Week	Activities *
1	
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Circular Economy Questionnaire

The City of Richmond's vision for the circular economy is to maximize the value of resources by design through responsible consumption, minimizing waste and reimagining how resources flow in a sustainable, equitable, low-carbon economy.

The City will support emerging best practices that advance circular economy principles:

- designing out waste & pollution by prioritizing regenerative resources,
- keeping products and materials in operational use,
- regenerating natural systems and mitigating climate change,
- collaborating to co-create innovation and joint value, and
- maximizing economic value for money.

Question	Yes/No *	Details *
Are there specific circular economy and sustainability opportunities that you intend to incorporate into the Project that align with the City's effort to minimize their environmental footprint and social impact and have you included this with your Proposal? If yes, state and describe in the 'Details' column the innovative circular economy and sustainability opportunities including actions plans that will be made available to the City and specify how it will be initiated, implemented and managed by the Proponent throughout the course of the Project.	<input type="radio"/> Yes <input type="radio"/> No	
Do you have a circular economy action plan that includes, but is not limited to: • a general vision for the service in a circular economy; • a specific vision for the service: use of tools and materials; • a specific vision for the service: retention of the materials' value after use; • product quality and safety; • GHG emission reduction; • improving the environmental and sustainability performance of the products being supplied; • determining product reuse, repair and remake strategies. If yes, please provide more information of how the Proponent proposes to address, initiate and/or implement these goals and/or best practices as part of the Project.	<input type="radio"/> Yes <input type="radio"/> No	

Material Disposal Sites

List all material disposal sites and provide contact information for those sites. For informational purposes only.

Business Name	Contact Name and Phone number	Acceptance Criteria (i.e. presence of invasives, soil quality, moisture %)

Alternatives

☐ We will not be submitting for Alternatives

Alternative Tender

Past Projects and References

- Proponents should list three (3) current and past projects from within the last ten (10) years, delivered to three (3) different clients with a focus on clients that are most similar to the City that demonstrates the Proponent's experience with performing work similar to the Work. Representatives from the City shall NOT be used as references. The following information shall be included:
 - project date(s);
 - description of the project;
 - Initial Project Bid Amount;
 - Final Project Cost;
 - description of the Proponent's role in the project;
 - the name of the customer or organization whose project it was;
 - Provide details of the challenges faced during the past Project; how the Proponent addressed all issues and then overcame those challenges to achieve the desired outcome;
 - the name and contact information (address, telephone number and email address) of the Proponent's primary contact for such customer or organization.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Project Name			
2	Project Description			
3	Initial Project Bid Amount			
4	Final Project Cost			
5	Proponent's Role in Project			
6	Project Owner			
7	Provide details of the challenges faced during the past Project; How the Proponent addressed all issues and then overcame those challenges to achieve the desired outcome.			
8	Name and contact (address, telephone number, email address) of the Proponent's primary contact			

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

Subcontractors

Provide a complete list of all subcontractors, if any, that the Proponent will use for the Work, including full names and their role in the Work.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES"

	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6	Subcontractor 7	Subcontractor 8	Subcontractor 9	Subcontractor 10
Subcontractor Name										
Subcontractor Role										
Contact Name and Title (if different from above)										
Contact Email										
Contact Phone										
List all tasks and/or activities the Subcontractor will be responsible for										
Approximate Percent of the Work to be Subcontracted										
Approximate Value of the Work to be Subcontracted										

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Any of the following documents marked as "mandatory", or documents purporting to provide the below requested information marked as "mandatory", must be uploaded in order to submit your Bid. It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted. If the attached mandatory file(s) cannot be opened, or do not include the information they are requested to include, your Bid Call Document may be rejected.

Please provide all information for evaluated criteria, including:

- A Project Team chart that identifies the individuals the Proponent proposes to assign to perform the Work under the Contract. The Project Team chart should include the Proponent's internal reporting structures, their area of responsibility and clear lines of accountability;
- A detailed resume for each individual that the Proponent proposes to be assigned to perform the Work, please ensure:
 - each resume is no more than 3 pages in length;
 - that all resumes are contained within a single upload/ document;
 - resumes should;
 - state the proposed personnel name and role to be assigned to the project including their area of responsibility;
 - confirmation that they shall be available for the duration of the Proponent's proposed project schedule;
 - include relevant experience and cover all skillsets demonstrating the individuals capabilities and fit with respect to the Work;
- Provide a comprehensive schedule of activities covering all target deadlines in a chronological timeline from beginning of the Project to Project completion. The Proponent must outline all major activity milestones and timelines proposed by the Proponent. Please provide this detail in a format such as; a Gantt Chart, or Microsoft Project Teams, or any other similar project scheduling format that can be uploaded.

4. Completed Undertaking of Liability Insurance form

5. Completed Undertaking of Surety form

- Project Team Chart * (mandatory)
- Resume(s) * (mandatory)
- Gantt Chart (or similar format) * (mandatory)
- Completed Undertaking of Liability Insurance * (mandatory)
- Completed Undertaking of Surety * (mandatory)

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

Addenda, Terms and Conditions

The City expects that:

a) If the Bid includes a Bid Price, the Bid, including the Bid Price, will remain fixed and open for acceptance from the Closing Time until 11:59:59 PM Pacific Time on the date that is ninety (90) days after the Closing Time, whether or not a Contract has been awarded under this Bid; and

b) after the expiry of such ninety (90) day period, a Bid Price may not be adjusted unless the Bidder provides notice in writing to the City of any proposed adjustment and demonstrates to the satisfaction of the City that the Bidder has used its best efforts to continue to maintain the prices and input costs firm and valid.

☐ I/We have read and understood the No Lobbying clause in the Bid Document and agree to abide by it.

☐ I/We have read and understood the Professional Conduct clause in the Bid Document and agree to abide by it.

☐ I/We agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

As per the Relationship Disclosure clause in the bidding document, the Bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		