



REQUEST FOR PROPOSAL

FOR

ROAD CRACK SEALING PROGRAM
2013-RFPCSP

Issue Date: August 16, 2013

Closing Location:
City of Grand Forks
7217 – 4th Street
Box 220
Grand Forks, B.C. V0H 1H0

Closing Date and Time:
Proposals must be received at the City of Grand Forks Municipal Hall
before 2:00 p.m. (14:00 hrs) Pacific Time on Friday, August 30, 2013.

Technical Contact Person:
Dolores Sheets
Engineering Technologist
Phone: 250.442.8266 Ext. 60116
Email: dsheets@grandforks.ca

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PART A: INSTRUCTIONS TO PROPONENTS

1. Introduction

The City of Grand Forks (the "City") is requesting Proposals for the provision of Road Crack Sealing Work within the City of Grand Forks for 2013. The option to award the full or partial contract is at the City's sole discretion.

2. How to Submit your Proposal and Submission Conditions

It is mandatory that the Proposal responses to **[Schedule B]** Disclosure of Product and Schedule, **[Schedule C]** Proponents Mandatory Questionnaire for Selection Criteria, **[Schedule D]** Subcontractors and **[Schedule E]** Proposal Submission and Contract Acceptance Form are provided directly onto the schedules after the word "**RESPONSE**". If the response is lengthy additional information to the original response can be referred to and provided as appendices for clarity and convenience.

If a Proponent is unclear in completing these Schedules, contact Dolores Sheets (Engineering Technologist) at the City of Grand Forks by Phone: 250.442.8266 or email dsheets@grandforks.ca for clarification.

Proponents are not required to return sections **[Part A]** Instructions to Proponents, **[Part B]** Evaluation and Selection Process, **[Part C]** General Terms and Conditions, **[Schedule A]** Specifications, **[Appendix A]** Prime Contractor General Information Form, **[Appendix B]** Prime Contractor Pre-Construction Meeting Form, **[Appendix C]** Respectful Workplace Form.

3. Proposal Signing

In order to be entitled to consideration, a person authorized to sign on behalf of the Contractor, and to bind the Proponent to statements made in response to this Request for Proposal, must complete and sign the **[Schedule E]** Proposal Submission and Contract Acceptance Form. Proposals that do not contain an authorized signature will be deemed "non-compliant and non-responsive" and will not be accepted for evaluation.

4. Mandatory Requirements

The City has several requirements that are deemed as "Mandatory" when submitting a response to this RFP. These mandatory Proposal requirements are identified in the table below. Failure to comply with these mandatory Proposal requirements will result in disqualification of your Proposal response.

Mandatory Proposal Requirements	Proponents Check List
Proposals must be received by 2:00 p.m. Pacific Time on Friday, August 30, 2013 (the "closing date and time").	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposal submissions must be in English.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The following Schedules must be completed on the forms provided: [Schedule B] Disclosure of Product and Schedule, [Schedule C] Proponents Mandatory Questionnaire for Selection Criteria, [Schedule D] Subcontractors, [Schedule E] Proposal Submission and contract Acceptance Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
[Schedule E] Proposal Submission and Contract Acceptance Form must be completed and signed by a person authorized to sign on behalf of the contractor and to bind the Proponent to statements made in response to this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed copy of all addenda (if applicable).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Bond for 10% of the Total amount shown in [Schedule C, Section 4.2]	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Definitions

In this RFP the following definitions apply:

“**City**” means the City of Grand Forks.

“**Contract**” means the Contract formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City.

“**Contractor**” means the successful Proponent to this Request for Proposal who enters into a Contract with the City.

“**MMCD**” Master Municipal Construction Documents, Platinum Edition, Published by: The Master Municipal Construction Documents Association, Printed 2009 including all Supplemental Updates.

“**Must**” or “**Mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Proponent**” means an individual, Contractor, firm or group that submits, or intends to submit, a Proposal in response to this RFP.

“**Proposal**” means a Proponents Proposal submission to the City in response to this RFP.

“**Requirements**” means all of the specifications, requirements and services set out in the RFP that describe the requirements that the services, goods, materials and equipment must meet and the Contractor must provide to complete the crack sealing Work.

“**RFP**” means this Request for Proposal.

“**Unit Price Contract**” means a Contract where the City pays a fixed sum for each completed unit of Work to the Contractor.

“**Work**” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the Requirements.

“**Work Site**” or “**Work Sites**” means the site(s) where the work is being performed.

6. Proposal Closing Date/Time/Location

It is the sole responsibility of the Proponent to submit their Proposal to the Corporate Officer, Diane Heinrich, before the closing time of **2:00 p.m. (14:00 hrs), Pacific Time, Friday August 30, 2013**. Proposals received after the noted due time will not be considered. The wall clock in the Grand Forks Municipal Office is the official time piece for the receipt of all Proposals. It is the Proponent’s sole responsibility to ensure they allow themselves enough time to submit their Proposal prior to the posted closing date and time.

Proposals shall be received for the “Road Crack Sealing Program” by following method:

- a) By hand/courier delivery: The Proposal should be enclosed and sealed in a non- transparent envelope clearly marked: “**PROPOSAL ROAD CRACK SEALING PROGRAM, Confidential – Do Not Open**”, delivered and addressed to Diane Heinrich, Corporate Officer, City of Grand Forks, 7217 – 4th Street, Box 220, Grand Forks, B.C. V0H 1H0.

7. Inquiries and Clarifications

The City will respond to enquiries sent in writing, to the contact person(s) listed below and received on or before **12:00 p.m. (12:00 hrs) August 23, 2013**. The City reserves the right not to respond to any questions received after the deadline on **August 23, 2013**.

All inquiries shall be directed to:

Dolores Sheets, Engineering Technologist
City of Grand Forks
Phone: 250.442.8266 Ext 60116 Email: dsheets@grandforks.ca

Inquiries and responses may be recorded and may result in Addenda at the sole discretion of the City. To ensure consistency and quality of information, answers to questions relevant to the interpretation of this RFP will be posted on the BC Bid website: www.bcbid.gov.bc.ca, the City of Grand Forks website: www.city.grandforks.bc.ca and www.civicinfo.bc.ca. It is the Proponents' responsibility to check for Addenda prior to closing. The decision to issue or not issue an Addendum is entirely at the sole discretion of the City.

8. Addenda

If the City determines that an amendment is required to this RFP, the City will issue a written addendum and post it on the BC Bid web site, the City's website, and CivicInfo's website. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponents to ensure they monitor the BC Bid web site, the City's website, and CivicInfo's website for any addendum to this RFP document issued up to and including the "closing date and time".

9. Changes to the RFP Document

Proponents must not alter any portion of this RFP document, with the exception of adding the information requested by the City. To do so will invalidate the submission of its Proposal.

10. Changes to the Proposal Wording and Content

The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

11. Examination of RFP Document

Each Proponent is responsible for informing themselves as to the contents and requirements of this RFP. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

12. Business License and Permits

The successful Contractor shall provide and pay for a City of Grand Forks Business License valid for the term of the Contract.

The successful Contractor shall provide and pay for all necessary permits and licenses necessary for the performance of the Work.

13. Pricing

This is a Unit Price Contract with several parts. All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFP. All pricing quoted are in Canadian funds.

14. Quantities and Distances Stated

The City reserves the right to reduce or increase quantities at their sole discretion. Distances stated within this RFP are estimates only.

15. Award of Contract Resulting from this RFP

The award of any Contract resulting from this RFP is subject to the required approval process as per the purchasing policies and procedures of the City.

16. Proponents' Expense

Proponents are solely responsible for their own expenses in preparing a Proposal. If the City elects to reject all Proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit resulting from this RFP or any other matter whatsoever.

17. Proposal Validity

Proposals will be open and valid for acceptance for at least (60) days after the closing date. The City may elect to extend the Proposal validity duration beyond (60) days with written notice to the Proponents.

18. Acceptance and Rejections of Proposals

The lowest priced or any Proposal will not necessarily be accepted. The City reserves the right to accept the Proposal which, in its unfettered discretion, it deems Best Value, and the right to reject any or all Proposals, in each case without giving any notice, and without liability to any Proponent or Proponents.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The City, however, may at its sole discretion, elect to retain for consideration and for Contract award, Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for Proposal submission set herein.

The City retains the additional right, in its sole discretion, to waive irregularities in the Proposal form, whether of a minor or a major nature.

Notwithstanding any other provision in the RFP document, the City has in its sole discretion, the unfettered right to:

- a) accept any Proposal in full or part;
- b) reject any Proposal;
- c) reject all Proposals;
- d) accept a Proposal which is not the lowest-priced Proposal;
- e) accept a Proposal that deviates from the requirements, specifications or the conditions specified in this RFP;
- f) reject a Proposal even if it is the only Proposal received by the City; or
- g) accept all or any part of a Proposal.

19. Liability for Errors

While the City has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

20. Ownership of Proposal

All Proposals submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP.

21. Public Opening

There will not be a public opening for this RFP.

PART B: EVALUATION AND SELECTION PROCESS

1. General

An evaluation committee made up of City staff will be reviewing Proposal submissions. The City reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the “Best Value” and not necessarily the lowest cost. “Best Value” to the City is based on price, delivery, quality, warranty, environmental and fair trade/ethical considerations, qualifications, experience, service and any other criteria set out herein including, but not limited to (in no particular order):

- the Proponent’s ability to meet the requirements set out herein;
- the financial offer including but not limited to quality, service, and price;
- the Proponent’s business and technical reputation and capabilities; experience and resources available and where applicable the experience of its personnel; financial stability and track record; references of current and former customers including the City’s previous experience, if any; and any other criteria set out in the RFP or otherwise reasonably considered relevant, at the sole discretion of the City.

2. Proposal Evaluation Process

Proposals received by the closing date / time will be screened by the evaluation committee to ensure the Proponent’s compliance with the Mandatory Requirements as stated in **[PART A, Section 4]** of this Request for Proposal. The evaluation committee reserves the right to (at its sole discretion) determine whether or not any Proposal is compliant. Non-compliant Proposals will be rejected.

After a Proposal response has passed the Mandatory Requirements, the evaluation committee will evaluate Proposals to determine the Proposal offering “Best Value” to the City. The evaluation committee will review each criterion and evaluate based on the information provided in the Proposal submission. Proposals may be evaluated on a comparative basis.

As a minimum, the selection (if any) of Proposal responses will be based on the criteria listed in **[PART B, Section 3]** Evaluation Criteria based on the Proponents response submitted on **[Schedule C]** Proponents Mandatory Questionnaire for Selection Criteria.

The evaluation committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the evaluation committee may make such requests to only selected Proponent(s). The evaluation committee may consider such clarifications or additional information in evaluating a Proposal.

The City reserves the right to conduct a pre-selection meeting with the potential Proponent, as part of the evaluation process, to provide a presentation, which may include a run through of their Proposal submission.

It is the intent of the City to award the Contract to the Proponent receiving the most points. Notwithstanding the foregoing, the City reserves the right to award the Contract to the Proponent other than the one with the most points if, in its sole determination, another Proposal is determined to be “Best Value” to the City, taking into consideration evaluation criteria of the RFP.

All Proponents will be notified in writing by the City of the status of their Proposal within a reasonable period of time after award.

3. Evaluation Criteria

The awarding of any Contract shall be based on the “Best Value” to the City. Proposals will be assessed and scored, based on the evaluation criteria that will include, but is not limited to, the following:

Evaluation Criteria	Max Points Assigned
Corporate Strength and Capability	20
Experience of Personnel	10
References, including the City’s internal assessment on current/past performance	10
Pricing	60
Total Points	100

4. Negotiation of Contract and Award

The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

5. Mandatory Contractor Documentation

The successful Proponent will be required to supply the following documentation within five (5) calendar days of being notified of the acceptance of their Proposal. A Contract is not formed, and no Work shall commence until this requirement is satisfied and a purchase order is issued.

- Certificate(s) of Insurance, naming the City of Grand Forks, 7217 – 4th Street, Grand Forks, B.C. V0H 1H0 as additional insured; and
- WorkSafe BC clearance letter; and
- Business License valid in Grand Forks in 2013, and
- Signed Prime Contractor Forms [APPENDIX “B” and APPENDIX “C”]

PART C: GENERAL TERMS AND CONDCTIONS

1. Conduct of the Contract

The City of Grand Forks Corporate Officer, Diane Heinrich, or designate has conduct of the Contract.

2. Term of Contract

The term of this Contract is for 2013 expiring October 31, 2013. All work shall be completed before October 31, 2013.

3. Notice of Award and Contract Formed

The City will notify the successful Proponent(s) in writing that it has been awarded the Contract.

The RFP document (**[Part A]** Instructions to Proponents, **[Part B]** Evaluation and Selection Process, **[Part C]** General Terms and Conditions, **[Schedule A]** Specifications, **[Schedule B]** Disclosure of Product and Schedule, **[Schedule C]** Proponents Mandatory Questionnaire for Selection Criteria, **[Schedule D]** Subcontractors, **[Schedule E]** Proposal Submission and Contract Acceptance Form signed by an authorized agent of the City, **[Appendix A]** Prime Contractor General Information Form, **[Appendix B]** Prime Contractor Pre-Construction Meeting Form, **[Appendix C]** Respectful Workplace Form), Certificates of Insurance, WorkSafe BC Clearance Letter, City of Grand Forks Business License, all licenses, permits and such other documents including all amendments or addenda shall form the Contract Document between the Contractor and the City of Grand Forks.

Once notified, the successful Proponent is to satisfy the mandatory Contractor documentation requirements as detailed in **[Part B, Section 5]** Mandatory Contractor Documentation within this document. Failure to satisfy the requirement(s) as outlined may result in the Contract being awarded to another Proponent.

The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

4. Business License

The successful Proponent (Contractor) will be required to obtain and provide proof of a Business License valid in Grand Forks for the term of any Contract or any contract extension resulting from this RFP process. The cost of obtaining this license is to be borne by the successful Proponent.

5. Deviation from Contract

The successful Proponent shall not make any alterations or variation in, or addition to, or deviation or omission from the terms of the Contract without the written consent of the City.

6. Payment, Pricing, Currency and Taxes

Payment shall be made on the following terms:

- a) Upon successful completion of all aspects of the Work described, with acceptance of the same by the City of Grand Forks Manager of Development & Engineering or his/her designate, and
- b) Through submission of an original detailed invoice.

Invoices to include the following information:

- a) Purchase Order number;
- b) Invoice date;
- c) Name of road and linear metres of road sections sealed;
- d) Extended Price;
- e) GST shown as a separate line item.

Payment will be made NET (30) days from date of above conditions having been met. 10% of the invoice total shall be held without interest for 1 year after final inspection. The crack sealing work shall be guaranteed for 2 years.

7. Extras

Except as otherwise provided in this Request for Proposal, no payment for extras shall be made unless such extras and prices have been authorized in writing by the City's Manager of Development & Engineering or designate prior to the extra work being started.

8. Indemnification

The Contractor agrees to indemnify, defend and save harmless the City of Grand Forks, including without limitation, its Council Members, agents, servants and employees from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or subcontractor the Contractor pursuant to the Contract excepting always liability out of the independent acts of the City.

9. Insurance Requirements

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Contract Term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Grand Forks.

- a) **Commercial General Liability Insurance** in an amount not less than two million (\$2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Contract and this insurance must:
 - (i) Include the City of Grand Forks as an additional insured;
 - (ii) Be endorsed to provide the City of Grand Forks with (30) days advance written notice of cancellation or material change; and
 - (iii) Include a cross liability clause.
- b) **Automobile Liability Insurance** covering both owned and non-owned automotive vehicles. This policy shall be written with a minimum two million (\$2,000,000) inclusive and shall provide coverage for this amount against legal liability for bodily injury or death or damage to property of others and passenger hazard.
- c) **Contractors' Equipment Insurance** in an all risks form covering construction machinery and equipment used for the performance of the Work.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of this Contract, the Contractor must provide evidence of (a) renewal policy(ies) of expired insurance prior to the start date of the contract, in a form acceptable to the City.

The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

10. WorkSafe BC

The Contractor and any approved subcontractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:

- a) Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work;
- b) Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirements of the Workers' Compensation Act and Regulations; and
- c) Be solely responsible for and ensure that all subcontractors have proper WorkSafe BC coverage.

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with all of the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

11. Contractor is "Prime Contractor"

The Contractor to this Contract is designated and assumes the responsibility as the **Prime Contractor** per WorkSafe BC OH&S Regulations Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple Employer Workplaces** and Workers' Compensation Act, Section 118 **Coordination of Multiple-Employer Workplaces** subsections (1) and (2). The Proponent should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner**. The Proponent should have the necessary qualification and be willing to accept the responsibilities as **Prime Contractor** for this Contract.

Prime Contractor information is included in:

- a) **[Appendix A]** Prime Contractor General Information Form; and
- b) **[Appendix B]** Prime Contractor Preconstruction Meeting Form.

12. Laws, Permits, Licenses, By-Laws, Regulations, Etc.

Work provided must be in accordance with all laws and regulations pertaining to the Work and Requirements of this Contract. The successful Proponent will be responsible for acquiring and paying for all required licenses, permits, and approvals from authorities having jurisdiction including a valid City of Grand Forks Business License. The laws of the Province of BC shall govern this Proposal and any subsequent Contract resulting from this Proposal.

13. Subcontractors

Contractors who are using subcontractors must only use the subcontractors listed on **[Schedule D]** Subcontractors and the Contractor will not remove any such listed subcontractors from the Work without prior written approval of the City.

Should the City object to any subcontractor used by the Contractor on the Work, the Contractor shall remove such subcontractor from the Work, it being understood and agreed that the City's non-objection to any person or subcontractor employed by the Contractor on the Work shall not be deemed to be an

approval by the City of such person, or such subcontractor, and the Contractor, by reason of such non-objection or by the reason of the City's approval of any person or subcontractor employed by the Contractor, shall in no way be relieved from his responsibility for the employment of such person or subcontractor or from the performance and fulfillment of the Work.

The Contractor will preserve and protect the rights of the City with respect to any Work performed under subcontract and incorporate the terms and conditions of this Contract into all subcontracts as necessary to preserve the rights of the City under this Contract. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

14. Assignment

Any Contract resulting from this RFP process may not be assigned or subcontracted by the Contractor without the written approval of the City's Manager of Development & Engineering. If the City should consent to any such assignment or subletting of this Contract or part thereof the Contractor shall by reason thereof be in no way relieved from his responsibility for the fulfillment of the Work, but shall continue to be responsible for the same in the same manner as if the said Work had been performed by the Contractor himself.

15. Default

The Contractor shall not be liable for any excess costs if any failure to perform the Contract arises by reason of strike, lockouts, acts of God or of the public enemy, acts of the City, fires or floods, or defaults of subcontractors due to any of such causes unless the City shall determine that the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

16. Termination of Contract

The City reserves the right to cancel this Contract immediately upon written notice, if, in the sole opinion of the City, the Contractor is not fulfilling the terms, conditions and specifications of the Contract or at any time, in its sole judgment, the City may terminate the services of the Contractor in whole or in part by giving (10) days written notice to the Contractor signed by the City's Manager of Development & Engineering or designate.

Notwithstanding the above, at the sole discretion of the City, if at any time during the duration of this Contract the Contractor endangers the public or engages in inappropriate public conduct, as solely determined by the City, the City has the right to cancel the Contract immediately.

Late performance of the Contract shall be unacceptable and may be cause for cancellation of the Contract and disqualification from future consideration for similar Services.

In the event the City terminates this Contract:

- a) the City's liability shall be limited to only the Contractor fees and expenses for satisfactorily completed Services up to the date of termination and not thereafter; or
- b) the City may enter into a Contract, as in its sole discretion sees fit, with other persons to complete the Services.

17. Dispute Resolution

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

- a) **Negotiation:** The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Grand Forks, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- c) **Litigation:** If within (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. Time of the Essence

Time shall be of the essence of this Contract.

SCHEDULE A: SPECIFICATIONS

1. Scope of Work

The City of Grand Forks invites Proposals for the road crack sealing project of approximately 40,000 lineal metres of cracks in several locations. The City reserves the right to award all, some or none of the sections at its sole preference.

Trucking, traffic control and all other labour and materials shall be provided by the Contractor.

The Contractor must perform the Work:

- a) in compliance with all laws of British Columbia, Canada and City of Grand Forks Bylaws, and
- b) with the degree of care, skill and diligence normally applied in the performance of services of a similar nature;
- c) in accordance with current industry practices; and
- d) in conformance with the latest design standards and codes applicable at the time of design.

2. Quantities

The City has no accurate estimates of lineal metres or dimensions of cracks or estimates of “alligatored” patches per section of roadway. The approximate length of road/pavement to be treated is 4.5 km.

3. Approved Products

The products must be black or grey in colour, fast drying, be able to withstand winter conditions, seal cracks from moisture, provide traction and must be guaranteed for 2 years. The following products may be considered as long as they meet all the criteria outlined above and outlined in this RFP.

- Hydrotech Sealz 6165
- CrafcO RoadSaver 211
- CrafcO RoadSaver 221
- CrafcO RoadSaver 231
- Beram 190
- Koch 9005
- Meadows Hi-Spec
- CrafcO Polyflex Type 2 (1038)
- Alligator Glue (if applicable)

4. Application Specification

The product(s) **must** meet the manufacturer's technical standards and authenticity provided before commencement of the work. The manufacturer's application methods and provisions **must** be adhered to except where MMCD specifications override or exceed them.

Note that sealing compounds must be retained in melters or heated containers at specified temperatures (manufacturer) for lengths of time **not less** than manufacturer's recommendation.

5. Equipment

Equipment used for this project to comply with MMCD standards and specifications (Section 32 01 17.6 Sealing Pavement Cracks for Maintenance Purposes) unless stated otherwise in this RFP.

6. Methods and Procedures

Methods and procedures used for this project to comply with MMCD standards and specifications (Section 32 01 17.6 Sealing Pavement Cracks for Maintenance Purposes) unless stated otherwise in this RFP. An air compressor with wand is to be used to clean dirt and debris from cracks prior to crack filling. Edges of spread must be feathered to overlap on pavement surface a minimum of 40 mm on each side of crack. Excess blinding sand used to eliminate surface tackiness will be removed by others.

7. Supervision and Employee Conduct

Contractor must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees.

The City requires that all people employed by the Contractor and subcontractor perform their tasks in a courteous and professional manner and technicians are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated. All personnel present must sign the City's Respectful Workplace Form prior to starting work.

8. Traffic Control, Vehicle Access and Parking

A Traffic Management Plan shall be submitted by the successful contractor prior to work starting and must comply with MMCD standards and specifications (Section 01 55 00 Traffic Control, Vehicle Access and Parking) unless stated otherwise.

9. Work Schedule

The Contractor will begin the Work once the Contract has been awarded. The City anticipates that the Contract will be awarded during the week of September 3, 2013. The project is to be completed by October 31, 2013. The City reserves the right, at its own discretion, to cancel the Contract for all work not completed by this date and to contract out any remaining work or to extend the Contract due to uncontrollable circumstances.

Once the project has commenced, it will continue on a regular full work schedule until completed. The Contractor shall remain fully engaged until the project is complete. All work must be done during regular working hours unless authorized in writing by the City. Regular working hours are defined by the City's Noise Bylaw.

10. Contractor's Responsibilities

The Contractor's responsibilities are the following:

- a) For this project the Contractor shall be, for the purposes of WorkSafe BC, deemed to be the Prime Contractor. The Contractor shall be fully responsible for Prime Contractor obligations at the Work Site(s). This includes but is not limited to all occupational health and safety regulations, policies and guidelines and WCB regulations as they relate to the Work Site(s) and the Works performed at the Work Site(s). This includes responsibility for anyone allowed on the Work Site(s) during the execution of the Works, including but not limited to subcontractors and traffic control persons;
- b) To conduct a site inspection to ascertain the practicability of their Proposal submission;
- c) For supplying any traffic control required to ensure safe vehicle and pedestrian traffic through the Work area. Traffic control personnel must have and possess proof of required certification;
- d) The Contractor shall supply all necessary equipment, tools, materials, vehicles, fuel and labour to properly complete the Work in a safe, efficient and professional manner;

- e) To remain fully engaged at the work site once the works have commenced.
- f) To make request for final inspection, 1 year inspection, and payments in writing.
- g) To enforce the Respectful Workplace policies.

11. City's Responsibilities

The City will be responsible:

- a) To approve any variations or exceptions of the Work;
- b) To schedule a pre-project meeting with the successful Contractor, their project staff, and City staff involved to discuss all aspects of the project including procedures, safety, traffic control, work schedules, and any other relevant topic as determined by City staff, prior to Project commencement;
- c) To inspect the Work Site to ensure Work is performed to expectation.

12. Protection of Person and Property

The Contractor shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Contractor, its employees or agents.

13. Contractor's Vehicle

Contractor's vehicles are to:

- a) show evidence of an annual safety inspection and display proper registration and license;
- b) be identified with the Contractor's company name;
- c) be equipped with full operating back-up alarms, multiple lite revolving/strobe lights, and florescent red/orange flags, and other necessary warning systems.

14. Damage to City Property and Property of Residents

The Contractor will be responsible for any damage that they may do to the existing buildings and landscape. Prior to the City's acceptance of the Work, the Contractor is required to rectify the same without delay and at no extra cost to the City.

The Contractor is advised to take digital photos and/or videos of pre-existing conditions.

15. Clean-up

All refuse including pavement particles and any other debris resulting from this operation shall be gathered and removed from the work site on a daily basis. No dumping will be allowed on the street right-of-way. The Contractor will be responsible for all costs associated with clean up.

16. Progress Report

The Contractor will advise the City on work progress daily by email. In addition, on completion of work on each section, the Contractor will give the City a written account of the amount of sealant used and daily and total metres sealed.

17. Inspection of Work

An Inspector will be assigned by the City to review workmanship, material preparation and handling, equipment, crack preparation and weather conditions. Should any problems or deficiencies be noted, the Contractor shall take appropriate corrective action to the satisfaction of the Inspector prior to acceptance of the completed sealed areas. All required corrections will be at no cost to the City.

18. Failure to Perform

Good workmanship must be apparent. When work is found incomplete or unsatisfactory, the Contractor will be informed and will be expected to rectify the condition immediately at no cost to the City of Grand Forks. Failure to rectify the condition will entail the City employing others and the cost incurred being deducted from monies due to the Contractor. Repeated infractions of unsatisfactory performance will not be tolerated and will result in cancellation of the Contract and retention of any holdback monies due by the City.

SCHEDULE B: DISCLOSURE OF PRODUCT AND SCHEDULE

Responses must be provided directly onto this **[Schedule B]** after the word **“RESPONSE”** in order to provide consistency and ensure each Proposal receives full consideration.

If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an **Appendix**.

1. Disclosure of Product

Proponents are required to specifically identify the product(s) from **[Schedule A]** Section 3 and Section 4 they will use if awarded this Contract. **Proponents are to attach as an Appendix, product specification and MSDS sheets.**

“RESPONSE”

2. Schedule

The City has described the Crack Sealing services required **[Schedule A]**. The City anticipates awarding the Contract during the week of September 3, 2013. The Work **must** be completed by October 31, 2013. Please produce your schedule that will meet the completion date.

“RESPONSE”

Program Start Date:

Program Completion Date:

Days Contractor will work each week:

Expected number of working days for completion:

SCHEDULE C: PROPONENTS MANDATORY QUESTIONNAIRE FOR SELECTION CRITERIA

Responses must be provided directly onto this [Schedule C] after the word “RESPONSE” in order to provide consistency and ensure each Proposal receives full consideration.

If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an Appendix.

Section 1.0 Corporate Strength and Capability	Weighting 20 Points
--	----------------------------

Q.1 Provide information on your experience with similar type of crack sealing requirements.

“RESPONSE”

Q.2 How long has your company provided crack sealing services in BC?

“RESPONSE”

Q.3 State the location and hours of operation of your office(s).

“RESPONSE”

Q.4 List age, make, model and type of all equipment used to perform the work program.

“RESPONSE”

Q.5 Are all your employees covered by WorkSafe BC? Yes No

Q.6 Please provide your WorkSafe BC Registration Number:

“RESPONSE”

Q.7 Do you propose to sub-contract any of your Work? **Yes** **No**

If yes, the Proponent must complete [Schedule D] Subcontractors of this RFP.

Q.8 **Warranty**

Please state if your company offers a 2-year warranty on this type of Work (i.e. product, workmanship, etc). **Yes** **No**

If Yes, please explain.

“RESPONSE”

Q.9 Describe any sustainability or environmental practices you have with regard to the type of Work?

“RESPONSE”

Q.10 Include any other information you consider relevant to the evaluation of the information that you are providing for **Section 1.0** or value added services that would benefit the City of Grand Forks.

“RESPONSE”

Section 2.0 Experience of Personnel
--

Weighting 10 Points

Q.1 If your company is the successful Contractor, whom will it appoint as the “designated account representative” whom the City may refer its requests, problems complaints, etc. Include their qualifications.

“RESPONSE”

Q.2 Contractor's Personnel assigned to perform the work:

Please provide the following information for any personnel that the Contractor proposes to use to perform the Work described in this RFP. Information to include:

- Names of personnel;
- Qualifications, including any related certification related to this type of work, if any; and
- Number of year's experience.

“RESPONSE”

Section 3.0 References**Weighting 10 Points**

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have recently supplied crack sealing Work, which are identical or similar to the requirements of this RFP. Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The City reserves the right to contact all references, including the City's internal assessment of current performance, if any.

“RESPONSE”

Section 4.0 Pricing**Weighting 60 Points****4.1 Quantities**

The City estimates the requirement for this Contract to be approximately 40,000 lineal metres of crack sealing.

The Proponent is encouraged to inspect the sections of roadway prior to bidding.

4.2 Pricing

This is a Unit Price Contract. Pricing is in Canadian Dollars. GST is shown as a separate line item.

All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFP. Quantities stated within this RFP are estimates only.

Description	Pricing based on 40,000 lineal metres (lm)
Crack sealing asphalt roadway (including paved shoulder)	\$ /lm
Subtotal	\$ /40,000 lm
GST @ 5%	\$ /40,000 lm
Total Price	\$ /40,000 lm

Company Name: _____

Company Address: _____

Contact: _____

Signature: _____ Date: _____

SCHEDULE D: SUBCONTRACTORS

Responses must be provided directly onto this **[Schedule D]** after the word “**RESPONSE**” in order to provide consistency and ensure each Proposal receives full consideration.

If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an **Appendix**.

Additional detailed information to the original response can be referred to and provided as Appendices for clarity and convenience.

The subcontractor(s) shown below is/are the subcontractor(s) that the Proponent proposes to use to carry out the Work. The City expects that the Proponents will engage the listed subcontractor(s) and no others in their stead, without prior written authorization of the City.

The following information must be provided for each subcontractor the Proponent is proposing to use.

- Identification of the subcontractor and the length of the relationship;
- Description of the skills and qualifications of the subcontractor;
- Equipment the subcontractor intends to use to perform the Work;
- Description of the portions of the Work/Services that will be assigned to the subcontractor.

“RESPONSE”

SCHEDULE E: PROPOSAL SUBMISSION AND CONTRACT ACCEPTANCE FORM

Road Crack Sealing Program

In order to be entitled to consideration, a person authorized to sign on behalf of the Contractor, and to bind the Proponent to statements made in response to this Request for Proposal must complete and sign **[Schedule E]** Proposal Submission and Contract Acceptance Form.

The enclosed Proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this Proposal I/ we agree to all of the terms and conditions of the Request for Proposal.

The undersigned acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damage, or liability incurred by the Contractor as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal.

Having fully examined the Proposal documents and fully understand the specifications and conditions for the proposed work, I/we the undersigned, do hereby Proposal an offer to enter into Contract to do all therein called for, on the terms and conditions, and the provisions therein set for the prices as indicated in **[Schedule C, Section 4]**.

The undersigned agree that the Contract Document consists of the RFP document (**[Part A]** Instructions to Proponents, **[Part B]** Evaluation and Selection Process, **[Part C]** General Terms and Conditions, **[Schedule A]** Specifications, **[Schedule B]** Disclosure of Product and Schedule, **[Schedule C]** Proponents Mandatory Questionnaire for Selection Criteria, **[Schedule D]** Subcontractors, **[Schedule E]** Proposal Submission and Contract Acceptance Form signed by an authorized agent of the City, **[Appendix A]** Prime Contractor General Information Form, **[Appendix B]** Prime Contractor Pre-Construction Meeting Form, **[Appendix C]** Respectful Workplace Form), Certificates of Insurance, WorkSafe BC Clearance Letter, City of Grand Forks Business License, all licenses, permits and such other documents including all amendments or addenda shall form the Contract Document between the Contractor and the City of Grand Forks.

I/We have the authority to bind the Contractor.

Signature:	Legal Name of Proponent:
Printed (Full) Name:	Address:
Title:	
Date:	
Email:	
Phone:	Fax:

THIS SECTION TO BE COMPLETED BY THE CITY OF GRAND FORKS

IN WITNESS WHEREOF the undersigned is legally bound by the terms and conditions of the Proposal.

The City of Grand Forks and the Contractor have signed and delivered this Contract _____.
Month/Day/Year

SIGNED by an authorized person of the Contractor:

(Authorized Signatory)

(Title)

SIGNED by an authorized person of the City of Grand Forks

(Authorized Signatory)

(Title)



This document does not replace the Workers Compensation Act or OH&S Regulations

Excerpts from Section 118 of the Workers Compensation Act:

(1) In this section:

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

Note:

- Workers of one employer do not necessarily have to come in contact with workers of the other
- They do not have to be in the same place at the same time
- Workers' activities could affect the health and safety of another employer's workers. This is true even if the workers at the workplace are workers of the owner or contractor.

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

(a) the directing **contractor**, employer or other person who enters into a written agreement with the owner of that workplace to be the **prime contractor** for the purposes of this Part, or

(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

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

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

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

For the sake of clarity, the following apply in determining whether there is a "multiple-employer" workplace:

- a) Two or more adjacent workplaces do not constitute a "multiple-employer workplace", even though the activities at one place might affect the health and safety of workers at an adjacent workplace.
- b) In contrast, the workplace will generally be a "multiple-employer" workplace in the following situations:
 1. workers of different employers are present at the same time working on different projects; or
 2. workers of different employers are present at the same time working on the same project.

In either case the workplace would be considered a "multiple-employer" worksite.



c) In determining whether "workers of 2 or more employers are working at the same time", the phrase "at the same time" will be given such fair, large and liberal construction as may best attain the objectives of section 118. "At the same time" does not mean that, at any precise point in time, there are workers of 2 or more employers present in the workplace. Rather, it means that, over an appropriate interval, there are workers of 2 or more employers present in the workplace, whether or not the 2 or more groups of workers are actually present together in the workplace at any precise point in time at all. The duration of the interval of time to be considered will depend upon the circumstances of the individual workplace.

d) Whether the workers of the one employer come into actual contact with the workers of the other employer does not generally affect the determination of whether the workplace is a "multiple-employer workplace". An employer, the employer's workers and their activities could well affect the health and safety of another employer's workers who come into the workplace later in the day or on another day, even though there may be no actual contact between the two groups of workers.

However, the degree to which the activities of the first employer and its workers affect the health and safety of the second employer's workers will generally affect the determination of the responsibilities of the prime contractor and of the two employers under Part 3 and the regulations

e) Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods or materials or enter to inspect the premises. Short term visits of this type, even if regular, do not make the workplace a "multiple-employer workplace" for purposes of section 118(1).

The written agreement referred to in section 118(1) of the Act must be made available within a reasonable time if requested by a Board officer.

There can be only one "prime contractor" at a workplace at any point in time. If an owner enters into more than one agreement purporting to create a "prime contractor" for the same period of time, the owner is considered to be the prime contractor.



Excerpts from Section 119 of the Workers Compensation Act:

**General duties of owner
119**

Every owner of a workplace must

- (a) provide and maintain the owner's land and premises that are being used as a workplace in a manner that ensures the health and safety of persons at or near the workplace,
- (b) give to the employer or prime contractor at the workplace the information known to the owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the workplace, and
- (c) comply with this Part, the regulations and any applicable orders.

Prime Contractor Qualified Coordinator OH&S Regulations 20.3:

- (1) If a construction project involves the work of 2 or more employers or their workers, each employer must notify the owner, or the person engaged by the owner to be the prime contractor, in advance of any undertaking likely to create a hazard for a worker of another employer.
- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than 5,
 - (a) the owner, or if the owner engages another person to be the prime contractor, then that person must
 - (i) appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under paragraph (2)(a)(i) include
 - (a) informing employers and workers of the hazards created, and
 - (b) ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2)(a)(ii) includes
 - (a) the name of the qualified coordinator appointed under subsection (2)(a)(i),
 - (b) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.



Date: _____ Meeting Location: _____

Firm Name: _____ Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

City's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations Sections 20.2 and 20.3, and in the *Workers' Compensation Act, Sections 118 Clauses 1 and 2*.
- Understands the Owners duties as defined in the *Workers' Compensation Act, Section 119*.
- Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the *Workers' Compensation Act (Part 3)* shall prevail.
- Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- Shall coordinate the occupational health and safety activities for the project.
- Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the *Workers Compensation Act (Part 3)* and WorkSafe BC OH&S Regulation.
- Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.
- Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.



- Accepts the following required documents shall be maintained and made available upon request from the City and/or WorkSafe BC Prevention officer at the workplace.

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- All directives and inspection reports issued by WorkSafe BC.
- Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the City's Contract Representative:

- WorkSafe BC Notice of Project
- WorkSafe BC Clearance Letter
- Prime Contractor's OH&S Safety Program
- Prime Contractor's OH&S Safety Program Document



First Aid Attendants:

Safety Supervisor:

Location of First Aid Station:

Signature of Prime Contractor:

Signature of City Contract Representative:



EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the City Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- City Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	
Comment:	

Prime Contractor Representative (signature)

City Contract Representative (signature)

Prime Contractor Representative (printed)

City Contract Representative (printed)



CITY OF GRAND FORKS

POLICY TITLE: Employees – Harassment Policy

POLICY NO: 605

EFFECTIVE DATE:

September 7, 2010

SUPERSEDES:

APPROVAL:

Council

PAGE:

1 of 6

Purpose:

Workplace harassment, including personal harassment, is a form of discrimination. This is unacceptable in our work environment. Achieving a harassment free work environment requires mutual understanding and cooperation. The City of Grand Forks has therefore adopted this policy, which

- a) defines workplace harassment,
- b) establishes a complaint procedure and
- c) sets out the responsibilities of all employees.

Policy:

The City of Grand Forks supports a work environment that treats all people with dignity and respect. The City recognizes that employees have the right to work in an environment that is free of harassment, as set out in the B.C. Human Rights Code. Accordingly, the City of Grand Forks policy is that no employee be subject to or shall subject another person to workplace harassment as it is defined in this policy.

Guidelines:

This policy applies to all employees, including supervisory and management, and Council. Employees are responsible for conducting themselves in accordance with this policy and for maintaining a work environment that is free from harassment.

Where and When this Policy Applies

The workplace is not just the offices and buildings of the City of Grand Forks. Workplace harassment can occur at work-related functions during or after working hours, on or off City property, wherever behavior has a subsequent negative effect on the work environment.

A) Definition:

Harassment means any improper behaviour by a person that is directed to and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome.

Many people think of harassment as sexual in nature, but it can take many forms. The definition of discrimination and harassment contained within the British Columbia Human Rights Act also applies.

The characteristics protected by the B.C. Human Rights Code are:

- Race
- Color
- Ancestry
- Place of origin
- Political belief
- Religion
- Marital status
- Criminal conviction unrelated to employment
- Family status
- Physical disability
- Mental disability
- Sex
- Sexual orientation
- Age (19-64)

Examples of Workplace Harassment can include, but are not limited to:

- Unwelcome remarks, jokes, e-mail, innuendos or taunting related to any of the grounds protected by the Human Rights Code and this policy;
- Written or verbal insults, abuse or threats;
- Racial or ethnic slurs, including racially derogatory nicknames;
- Practical jokes which cause embarrassment, endanger an employee's safety or negatively affect work performance;
- Unwanted actions, derogatory or demeaning comments, jokes or slurs;
- Derogatory or demeaning posters, pictures, cartoons, graffiti, drawings, or e-mails;
- Innuendoes, taunting, ostracizing or refusing to communicate with persons because of any of the characteristics listed above.

Sexual harassment is just one particular common type of workplace harassment. It is unwelcome conduct, of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victims of the harassment.

Examples of sexual harassment can include, but are not limited to:

- Unwelcome written or verbal remarks, questions, jokes, innuendo or taunting about a person's body or sex, including sexist comments or sexual invitations.
- Verbal abuse or threats of a sexual nature;
- Leering, staring or making sexual gestures;
- Display of sexual images in the form of pictures, opinions, graffiti, cartoons, internet, e-mail or other electronically generated or distributed material;
- Unwanted physical contact such as touching, kissing, patting, pinching, or hugging;
- Sexual advances with actual or implied work-related consequences, such as actual or implied reward for compliance with the advances, actual or implied reprisals or denial of opportunity for refusal to comply with the advances;



- Creation of an intimidating, poisoned or offensive work environment;
- Inquiries or comments about a person's sex life or sexual orientation;
- Patronizing behavior, language or terminology that reinforces stereotypes and undermines self-respect.

Workplace harassment is a form of discrimination and it is illegal. Employees engaging in workplace harassment may be subject to discipline up to and including dismissal.

Physical and sexual assault, or threats of violence directed towards you, your family and your possessions are criminal matters best referred to the RCMP.

When and How Does Harassment Occur

Workplace harassment may occur between employees, or between employees and members of the public, clients, customers or others with whom employees interact in the course of their employment. The person being harassed may be male or female. The harasser may be of the same or opposite sex of the victim, or the same or other sexual orientation. Harassment can occur with one incident or a series of incidents which, in isolation, would not necessarily constitute harassment... It may be directed at one person, or it may be general, creating an offensive or "poisoned" work environment. *Behavior does not need to be intentional in order to be considered harassment.*

Workplace harassment, which includes sexual harassment, is illegal, unwelcome behavior. Workplace harassment does *not* include consensual relationships or mutually welcome social invitations or interaction. This policy is designed to eliminate unwelcome workplace harassment, and to not inhibit normal social contact between employees.

Workplace harassment does *not* include legitimate performance reviews, counseling or discipline.

B) Complaint Procedures: Where to go for Assistance or Information

Harassment is one of the most sensitive issues in the workplace. The intent of this complaint procedure is to be flexible enough to apply to all situations.

The procedure is accessible on several levels, immediately available, confidential initially and provides a mechanism for investigation. It is also separate and distinct from other existing procedures. The commencement of the procedure will not prejudice an employee's right to access other remedies, such as those available through the Human Rights Commission or Union; however, this procedure may not be pursued concurrently with those other remedies.

Note that employees should pursue their complaints to the B.C. Human Rights Commission within 12 months of the latest incident upon which the complaint is based.



The City's procedure is not meant to be restrictive. Employees may prefer to talk initially to their supervisor or Department Head, Union or even the Chief Administrative Officer. What follows does not prohibit that; it is presented as a recommended procedure.

Informal Complaint

An effective way to end the problem of harassment in the workplace is to communicate concerns directly by telling the person that their behavior is unwelcome and must stop. If done verbally, it may be best to have a witness present or it may also be done in writing.

A person may also request the assistance of his or her supervisor, Union representative or other appropriate person in the informal resolution of a workplace harassment complaint. This approach may include a mediation process to assist the parties in voluntarily reaching an acceptable solution. The supervisor, union representative or other appropriate person must maintain written notes of their actions.

Where an informal agreement has been reached, all parties will sign a statement of the terms of the resolution. The statement of the resolution will be kept in the personnel file. The statement of resolution will be without prejudice to any further action by all parties. If the informal complaint procedure is not successful, the department contact shall recommend further action to resolve the situation.

Formal Complaint

A person may choose to file a formal complaint either as a first step or if the informal complaint process was not successful. The City of Grand Forks is committed to responding to all complaints made within twelve (12) months of the date of the last alleged incident of harassment and recognizes that complaints not filed within a reasonable time may be difficult to investigate or substantiate.

A formal complaint must be in writing and signed. Either a complainant or a respondent may file a written formal complaint under this policy. This written complaint is made to the Department Head and must contain:

- a) the name of complainant;
- b) the name of the respondent;
- c) a full account of the incident;
- d) where and when the incident occurred;
- e) names of witnesses, if any;
- f) the written complaint must be signed and dated.



It should give an accurate account of the incident or incidents of harassment including times, places, and parties involved. The complainant submits the complaint to their Department Head with a copy to the Chief Administrative Officer. In the circumstance that the complaint may involve the Department Head, the complainant may choose to submit the complaint directly to the Chief Administrative Officer.

The Department Head or designate may investigate the complaint, or the CAO may appoint a third party fact finder to do so. The third party fact finder cannot undertake an investigation based on an anonymous complaint. The complainant and the alleged harasser, and any witnesses or co-workers interviewed, should be advised of the following: They have the right to have a representative present at all meetings, ie: union representative.

The discretion of the supervisor in handling these situations should be in consultation with the Chief Administrative Officer and should be dealt with in its own merits.

The person against whom a complaint has been filed shall be informed of the complaint, and afforded a reasonable opportunity to respond.

There is a need to maintain a safe, harassment-free work environment while the investigation takes place.

Investigative Process

The Complainant's allegations(s) must be explored in detail. All relevant facts, dates, locations, conversations, gestures, written or printed material and names of potential witnesses should be documented. A formal written statement should be taken from the alleged harasser by the Employer. The complainant and the alleged harasser, and any witnesses or co-workers interviewed, should be advised of the following:

- i) They have the right to have a Union Representative at all meetings.***
- ii) There is a need to maintain a safe, harassment-free work environment while the investigation takes place. In cases of harassment, the complainant has the right to request, through the Supervisor, to discontinue contact with the alleged harasser without any penalty, pending determination of the investigation.***

Such request shall not be unreasonably withheld. In cases where harassment may result in the transfer of an individual, where possible, it shall be the alleged harasser who is transferred. The individual who is harassed will not be transferred against his/her will. If the allegations are substantiated, appropriate disciplinary action in accordance with the Collective Agreement.



- iii) The investigation of the complaint is to be treated in a confidential manner.*
- iv) Counseling services are available to them through the Employee Assistance program.*
- v) Both the complainant and alleged harasser should be advised that the harassment complaint maybe recorded in the harasser's file if the complaint is substantiated. The record will include remedial action taken. There will be no record on the complainant's file unless the complainant was determined to be malicious or vexatious and resulted in disciplinary action (to the complainant).*

The alleged harasser has the right to be advised of the substances of the complaint and given an opportunity to respond.

Where reasonable, any witness(es) identified by the complainant and alleged harasser may be interviewed and formal written statements should be taken. Co-workers may also be interviewed.

The supervisor and/or the Chief Administrative Officer should establish whether or not there is a past history of harassing conduct by the alleged harasser towards either the complainant or other employees.

Both the complainant and the harasser should be kept informed throughout the process. Where reasonable, the investigator should re-interview any or all of the employees/witness(es) as new facts or questions surface. Any written statements should be added to their original statement.

The Chief Administrative Officer and/or supervisor shall prepare a written report to the supervisor and/or Chief Administrative Officer which should contain:

- o The findings on the allegation of harassment;*
- o Recommended disciplinary action, if any;*
- o Any other recommendations designed to ensure harassment does not recur in the workplace*

The report may also include some or all of the following:

- Background in chronological order (past to present);*
- Facts from interviews with the alleged harasser and witnesses; corroborative evidence for the complainant and the alleged harasser*
- Previous disciplinary record of harassment of the alleged harasser (if any);*
- All relevant statements and documents.*

Chief Administrative Officer will meet with the complainant and the alleged harasser after the investigation in order to:

- **Explain the disposition of the complaint**
- **Advise the complainant that no record of the complaint will be made in their file**
- **Explain what steps are being taken to ensure a harassment-free environment**
- **Identify any ongoing concerns the complainant or alleged harasser may have.**

Any report on the outcome of the investigation will be forwarded to the Union within thirty (30) days.

False and Malicious Complaints

The City may take disciplinary action against the complainant if they make a false complaint with a malicious intent to cause harm. Complaints based on mistakes, misunderstanding or misinterpretations are not malicious complaints.

Retaliation

The City will not tolerate retaliation against anyone who has been involved in a complaint of harassment. Retaliation is a violation of this policy and may be subject to discipline. Employees are encouraged to report incidents of harassment without fear of retaliation or reprisal.

C) Specific Responsibilities

It is the responsibility of all employees to refrain from workplace harassment and to support a work environment free of harassment. Supervisors and Managers are agents of the employer, (the City) and are required to respond appropriately, promptly and in accordance with this policy, whenever harassment occurs. Supervisors and Managers are also required to help educate employees about their responsibilities under this policy, to monitor the workplace and to model appropriate behaviour.

The City believes that the work environment should be supportive of the dignity and self-esteem of individuals. It is therefore committed to preventing and eradicating harassment in the workplace through the measures outlined in this policy.



Building a respectful workplace is something we all benefit from – preventing harassment is a responsibility we all share.

Employees who have questions or comments about this policy or its application may contact the Chief Administrative Officer.

All City records are subject to the *Freedom of Information and Protection of Privacy Act* and as such, the City will not disclose any records of a complaint except in the following circumstances:

- In situations deemed legally appropriate by legal counsel (this may include the Commissioner of Privacy ordering harassment-related materials to be disclosed),
- Under subpoena by a Court of Law, or
- With permission of the complainant.
- No information will be released prior to notifying the person/s to whom the information pertains.

Exact copies of information to be released may be viewed by the individual to whom it pertains prior to release.

The *Freedom of Information and Protection of Privacy Act* states under Section 22 (1) “the head of a public body must refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party’s personal privacy. Section 22 (2) references “personal information has been supplied in confidence” while Section 22 (2) (h) states “the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant”.



CITY OF GRAND FORKS			
POLICY TITLE: Employees – Workplace Violence Prevention Program			
POLICY NO: 605A			
EFFECTIVE DATE:	January 17, 2011	SUPERSEDES:	New
APPROVAL:	Council	PAGE:	1 of 1

Purpose:

To address the requirements of the City’s Occupational Health and Safety Program’s development.

Policy:

As the Employer, the City of Grand Forks recognizes the potential for violence against its employees and their families by members of the general public. It is further aware of its responsibility to take all reasonable steps to ensure the health and safety of its Workers.

To address these requirements under due diligence, as part of the City’s Occupational Health and Safety Program’s development, a Violence Prevention Program has been prepared for implementation in all City Departments.

The purpose and intent of the Violence Prevention Program is to provide a structured means for the City to comply with current legislated requirements, while taking the necessary steps to control Worker exposure to incidents of workplace violence.

This policy aims to make each City Supervisor responsible to ensure the Violence Prevention Program is implemented and properly administered in his/her department, and that all related activities are appropriately documented.



Workplace Bullying

Workplace bullying can be defined as a conscious, willful and deliberate hostile activity intended to harm. Bullying usually involves repeated incidents or a pattern of behavior that is intended to Intimidate, offend, degrade or humiliate a particular person or group of people.

Bullying can also be described as the assertion of power through aggression.

Bullying or other aggressive or demeaning behaviors towards others are contrary to a respectful workplace and will not be tolerated.

I have read this description of a respectful workplace for worksites within the City of Grand Forks.

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