



REQUEST FOR PROPOSAL

FOR

PAVING PROGRAM #2014-06-18-RPS

Issue Date: June 18, 2014

Closing Location:

City of Grand Forks
6641 Industrial Park Way
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 pm
Pacific Time on July 9, 2014

A non-mandatory proponent's gathering will be held starting at 1:00 pm on June 24th,
2014 on 68th Avenue near the 17th Street intersection, Grand Forks, BC.

Technical Contact Person:

Dolores Sheets
Engineering Technologist
Phone: 250.442.8266 Ext#60116
Email: dsheets@grandforks.ca

PART A: INSTRUCTIONS TO PROPONENTS	4
1.0 Introduction.....	4
2.0 How to Submit your Proposal and Submission Conditions.....	4
3.0 Proposal Signing	4
4.0 Mandatory Requirements.....	4
5.0 Definitions.....	5
6.0 Proposal Closing Date/Time/Location	5
7.0 Inquiries and Clarifications.....	6
8.0 Addenda	6
9.0 Changes to the RFP Document	6
10. Changes to the Proposal Wording and Content	6
11.0 Examination of RFP Document.....	6
12.0 Business License and Permits.....	6
13.0 Pricing	7
14.0 Quantities and Distances Stated.....	7
15.0 Award of Contract Resulting from this RFP.....	7
16.0 Proponents' Expense.....	7
17.0 Proposal Validity	7
18.0 Acceptance and Rejections of Proposals.....	7
19.0 Liability for Errors.....	8
20.0 Ownership of Proposal	8
21.0 Public Opening	8
PART B: EVALUATION AND SELECTION PROCESS	8
1.0 General.....	8
2.0 Proposal Evaluation Process	8
3.0 Evaluation Criteria	9
4.0 Negotiation of Contract and Award	9
5.0 Mandatory Contractor Documentation	9
PART C: GENERAL TERMS AND CONDCTIONS	9
1.0 Conduct of the Contract.....	9
2.0 Term of Contract.....	10
3.0 Notice of Award and Contract Formed	10
4.0 Business License.....	10
5.0 Deviation from Contract	10
6.0 Payment, Pricing, Currency and Taxes.....	10
7.0 Extras	11
8.0 Indemnification	11
9.0 Insurance Requirements.....	11
10.0 WorkSafe BC.....	12
11.0 Contractor is "Prime Contractor"	12
12.0 Laws, Permits, Licenses, By-Laws, Regulations, Etc.	12
13.0 Sub-Contractors	12
14.0 Assignment.....	13
15.0 Default	13
16.0 Termination of Contract	13
17.0 Dispute Resolution.....	13
18.0 Time of the Essence	14

SCHEDULE A: SPECIFICATIONS	15
1.0 Scope of Work	15
2.0 Quantities	16
3.0 Approved Products	16
4.0 Application Specification	16
5.0 Equipment	16
6.0 Methods and Procedures	16
7.0 Supervision and Employee Conduct	17
8.0 Traffic Control, Vehicle Access and Parking	17
9.0 Work Schedule	17
10.0 Contractor's Responsibilities	17
11.0 City's Responsibilities	18
12.0 Protection of Person and Property	18
13.0 Contractor's Vehicle	18
14.0 Damage to City Property and Property of Residents	19
15.0 Clean-up	19
16.0 Progress Report	19
17.0 Inspection of Work	19
18.0 Failure to Perform	19
SCHEDULE B: DISCLOSURE OF PRODUCT AND SCHEDULE	20
SCHEDULE C: MANDATORY QUESTIONNAIRE FOR SELECTION CRITERIA	21
SCHEDULE D: SUBCONTRACTORS	28
SCHEDULE E: PROPOSAL SUBMISSION AND CONTRACT ACCEPTANCE FORM	29
APPENDIX "A": Prime Contractor General Information Form	31
APPENDIX "B": Prime Contractor Preconstruction Meeting Form	34
APPENDIX "C": Prime Contractor Respectful Workplace Form	38

PART A: INSTRUCTIONS TO PROPONENTS

1.0 Introduction

The City of Grand Forks (the “City”) is requesting Proposals for the provision of road paving, patching, shouldering and related work within the City of Grand Forks for 2014. The option to award the full or partial contract is at the City’s sole discretion.

2.0 How to Submit your Proposal and Submission Conditions

It is mandatory that the Proposal responses to **[Schedule B]**, **[Schedule C]**, **[Schedule D]** and **[Schedule E]** 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.

- Schedule B: Disclosure of Product and Schedule
- Schedule C: Proponents Mandatory Questionnaire for Selection Criteria
- Schedule D: Sub-Contractors
- Schedule E: Proposal Submission and Contract Acceptance Form

If a Proponent is unclear in completing these Schedules, contact the City of Grand Forks Engineering Technologist (Dolores Sheets) 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 Policy Form.

3.0 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 “**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.

4.0 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 pm Pacific Time on July 9, 2014 (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] Sub-Contractors, [Schedule E] Proposal Submission & contract Acceptance Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
[Schedule E] Proposal Submission & contract Acceptance Form must be completed & signed by a person authorized to sign on behalf of the contractor & to bind the Proponent to statements made in response to this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Mandatory Proposal Requirements (cont'd)	Proponents Check List
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 4.0 (2)	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.0 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.

“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 paving and shouldering 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 where the work is being performed.

6.0 Proposal Closing Date/Time/Location

It is the sole responsibility of the Proponent to submit their Proposal to the Corporate Officer before the closing time of 2:00 pm, Pacific Time, July 9, 2014. Proposals received after the noted due time will not be considered. The wall clock in the temporary City Hall location at 6641 Industrial Park Way, Grand Forks, BC is the official time piece for the receipt of all Proposals whether by hand/courier delivery or facsimile. 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 “Paving Program” by one of the following two methods:

- a) By hand/courier delivery: The Proposal should be enclosed and sealed in a non-transparent envelope clearly marked: **“PROPOSAL PAVING PROGRAM”**, delivered and addressed to the Corporate Officer, City of Grand Forks, 6641 Industrial Park Way, Box 220, Grand Forks, B.C. V0H 1H0

b) By Facsimile: At the only acceptable fax number 250.442.8000

7.0 Inquiries and Clarifications

The City will respond to enquiries sent in writing, to the contact person(s) listed below and received on or before 2:00 pm July 2, 2014. The City reserves the right not to respond to any questions received after the deadline on July 2, 2014.

All inquiries shall be directed to:
Dolores Sheets, Engineering Technologist
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 and the City of Grand Forks website: www.grandforks.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.

8.0 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 City's website and BC Bid web site. 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 City of Grand Forks website and BC Bid website for any addendum to this RFP document issued up to and including the "closing date and time".

9.0 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.

11.0 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.

12.0 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 licences necessary for the performance of the Work.

13.0 Pricing

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

14.0 Quantities and Distances Stated

The quantities stated herein are the City's best estimates of the project areas. Actual quantities and distances may vary and need to be verified by the Proponent. The City reserves the right to reduce or increase quantities at their sole discretion.

15.0 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.

16.0 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.

17.0 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.

18.0 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;
- g) accept all or any part of a Proposal.

19.0 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.

20.0 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.

21.0 Public Opening

There will not be a public opening for this RFP.

PART B: EVALUATION AND SELECTION PROCESS

1.0 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, price;
- the Proponent’s business and technical reputation and capabilities; experience, resources available and where applicable the experience of its personnel; financial stability, 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.

2.0 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 4.0** 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 3.0** 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.

3.0 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 evaluation criteria that will include, but not be 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

4.0 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 Proponents 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.

5.0 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 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 2014, and
- Signed Prime Contractor Forms **[APPENDIX "B" AND APPENDIX "C"]**
- A Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner.

PART C: GENERAL TERMS AND CONDITIONS

1.0 Conduct of the Contract

The Corporate Officer, City of Grand Forks or his/her designate has conduct of the Contract.

2.0 Term of Contract

The term of this Contract is for 2014 expiring September 30, 2014. All work shall be completed before September 30, 2014.

3.0 Notice of Award and Contract Formed

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

The purchase order, 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 5.0** 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.

4.0 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.

5.0 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.

6.0 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) Names of roads and dimensions and area (in meters) that were paved, patched, shouldered, or related works suitably described;
- d) Quantity, Unit Price and Extended Price; and
- 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 work shall be guaranteed for the duration of the 1 year Maintenance Period.

7.0 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 his/her designate prior to the extra work being started.

8.0 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 sub-contractor the Contractor pursuant to the Contract excepting always liability out of the independent acts of the City.

9.0 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 sub-contractors 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.

10.0 WorkSafe BC

The Contractor and any approved sub-contractors 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 to ensure that all sub-contractors have proper Work Safe 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.

11.0 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 Bidder should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner**. The Bidder 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.

12.0 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 licences, permits, and approvals from authorities having jurisdiction including a valid City of Grand Forks Business Licence. The laws of the Province of BC shall govern this Proposal and any subsequent Contract resulting from this Proposal.

13.0 Sub-Contractors

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

Should the City object to any sub-contractor used by the Contractor on the Work, the Contractor shall remove such sub-contractor from the Work, it being understood and agreed that the City's non-objection to any person or sub-contractor employed by the Contractor on the Work shall not be deemed to be an approval of the City of such person, or such sub-contractor, and the Contractor, by reason of such non-objection or by the reason of the City's approval of any person or sub-contractor employed by the Contractor, shall in no way be relieved from his responsibility for the employment of such person or sub-contractor 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 sub-contract and incorporate the terms and conditions of this Contract into all sub-contracts 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 sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

14.0 Assignment

Any Contract resulting from this RFP process may not be assigned or subcontracted by the Contractor without written approval from the City's Manager of Development and Engineering. If the City should consent to any such assignment or sub-letting 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.

15.0 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 sub-contractors due to any of such causes unless the City shall determine that the services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

16.0 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.

17.0 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.

18.0 Time of the Essence

Time shall be of the essence of this Contract.

SCHEDULE A: SPECIFICATIONS**1.0 Scope of Work**

The City of Grand Forks invites Proposals for paving, patching, shouldering and related works in several locations. The City reserves the right to award all, some or none of the sections at its sole preference.

#	Location	New asphalt in m ² Unless indicated	Thickness of new asphalt (mm)	Saw cutting Required Y/N	Shouldering Required Y/N	Base preparation anticipated Y/N	Drainage Required Y/N	Line painting Required Y/N
1	68 th Avenue (19 th Street to Kettle River Drive)	5250	75	Y	Y	Y	Y	Y
2	68 th Avenue (19 th Street to Kettle River Drive) – driveways	150	50	Y	N	Y	Y	N
3	68 th Avenue (19 th Street to Kettle River Drive) – adjust existing appurtenances	20 ea	NA	NA	NA	NA	NA	NA
4	5 th Street & Highway #3	9	75	Y	N	Y	N	Y
5	14 th Street & 67 th Avenue	7	50	Y	N	Y	N	Y
6	18 th Street & 72 nd Avenue	91	50	Y	N	Y	N	Y
7	7271 21 st Street - alley	11	50	Y	N	Y	N	Y
8	Highway #3 & Granby Road	150	100	Y	N	Y	N	Y
9	5 th Street South of Central Avenue	90	75	Y	N	Y	N	Y
10	5 th Street South of Central Avenue	81	75	Y	N	Y	N	Y
11	6425 Kettle River Drive	6	50	Y	N	Y	N	Y
12	1555 Spring Crescent	4	50	Y	N	Y	N	Y
13	75 th Avenue & Riverside Drive	6	50	Y	N	Y	N	Y
14	7 th Street & 72 nd Avenue	5	50	Y	N	Y	N	Y
15	17 th Street and 77 th Avenue - curb	20 m				Y		
16	778 Central Avenue – alley - curb	20 m				Y		

Waste asphalt and spoils can be disposed of at a City site. Trucking, traffic control and all other labour and materials for base preparation, paving, patching, shouldering, and restoration shall be provided by the Contractor.

The Contractor must perform the Work:

- a) in compliance to 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.

2.0 Quantities

The City has no accurate estimates of dimensions of existing asphalt thickness, new asphalt required, or lineal meters of line painting.

Final quantity of pavement will be measured at final inspection for details on invoices.

3.0 Approved Products

Hot-mix Asphalt as per MMCD Platinum Edition.

4.0 Application Specification

Asphalt and shoulder installation as per MMCD Platinum Edition.

5.0 Equipment

Please outline equipment and function in **Schedule C**.

6.0 Methods and Procedures

Construction Schedule – 68th Ave (Kettle River Drive to 19th Street)

In preparing the Construction Schedule for the works on 68th Ave (Kettle River Drive to 19th Street), the Contractor shall respect and adhere to the following project Milestones and/or scheduling considerations and constraints:

- a) The project site will be available to the Contractor at the time the Notice to Proceed is issued.
- b) The Contractor is permitted to work between the hours of: 7:00 am to 9:00 pm, Monday to Friday; 10:00 am to 9:00 pm, Saturdays; and 10:00 am to 6:00 pm, Sundays or other holidays, unless otherwise authorized in writing by the City.
- c) The Contractor is required to make every reasonable effort to ensure the Place of Work is accessible for pedestrians, cyclists, emergency vehicles and motor vehicles.
- d) The Contractor must all times provide, at a minimum, single lane flag controlled alternating traffic through the Place of the Work during regular work hours. During non-construction working hours, the Contractor shall provide two-way traffic unless otherwise authorized by the City.
- e) In order to minimize the potential impact to the existing sanitary main, scheduling of the Work must adhere to the Construction Sequence described below:

- (i) Flushing and CCTV video of the existing sanitary main **(to be completed by the City)**.
- (ii) Removal and disposal of the existing asphalt.
- (iii) Placement, grading and compaction of the owner supplied base gravel (100mm thick).
- (iv) Installation of swales, drywells, etc to ensure positive drainage of surface water away from the road surface.
- (v) **One week following** the completion of the compaction of the base gravels, flushing and CCTV video of the existing sanitary main **(to be completed by the City)**.
- (vi) Re-grading and compaction of the base gravels.
- (vii) Installation of hot-mix asphalt concrete paving (100mm thick) and pavement markings.
- (viii) Completion of final boulevard and driveway grading and restoration to existing or better conditions.

As per MMCD Platinum Edition specifications asphalt must be fully compacted prior to being opened for traffic.

It is the contractor's duty to ensure all necessary permits are applied for and approved prior to any work starting.

7.0 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 Sub-contractor will perform their tasks in a courteous and professional manner; technicians are expected to be knowledgeable in all aspects of their duties with good customer service skill. Misconduct will not be tolerated. All personnel present must sign the City's Respectful Workplace Policy prior to starting work.

8.0 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.

One lane of traffic shall be maintained at all times. Priority passage shall be given to Emergency vehicles.

The contractor shall provide City approved notice to residents in the local newspaper.

The contractor shall provide City approved notice to emergency service and other important contacts.

9.0 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 July 21, 2014. Project is to be completed by September 30, 2014. 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.

10.0 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 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 sub-contractors 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 Policy.

11.0 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.

12.0 Protection of Person and Property

The Contractor shall use due care so that no persons are injured, no property damaged or lost, and no rights are infringed 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.

13.0 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 light revolving/strobe lights, and fluorescent red/orange flags, and other necessary warning systems.

14.0 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.

15.0 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. A possible location for the disposal of materials is the Grand Forks Landfill located at 8798 Granby Road, 2 km north of Highway #3. No dumping will be allowed on the street right-of-way. Dust control may be required to be provided by the Contractor to the City's satisfaction.

The Contractor will be responsible for all costs associated with dust control, clean up and sweeping.

16.0 Progress Report

The Contractor will advise the City on work progress daily by email.

17.0 Inspection of Work

An Inspector will be assigned by the City to review workmanship, material preparation and handling, equipment, site preparation and weather conditions. Compaction and/or asphalt testing at the cost of the Contractor may be required. 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 asphalt areas. All required corrections will be at no cost to the City.

18.0 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**.

1.0 Disclosure of Product

Proponents are required to specifically identify the product(s) from **[Schedule A] Section 3.0** and **Section 4.0** they will use if awarded this Contract. **Proponents are to attach as an Appendix, product specification and MSDS sheets.**

“RESPONSE”

2.0 Schedule

The City has described sections of road **[Schedule A]** that require paving, patching, shouldering and related works services. The City anticipates awarding the Contract during the week of July 21, 2014. The Work **must** be completed by September 30, 2014. 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 types of base preparation, paving, patching, shouldering and related works services.

“RESPONSE”

Q.2 How long has your company provided paving 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] Sub-Contractors of this RFP.

Q.8 **Warranty**

Please state if your company offers a 5-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, concerns, 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 paving 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”

1. Quantities

The City estimates the requirement for this Contract to be ~5,710 square meters of asphalt roadway, ~150 square meters of asphalt driveway, ~40 lineal meters of asphalt curb, ~1400 meters of shouldering, ~20 adjustments to existing appurtenances, and painted pavement markings as required.

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

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, licences and all other related costs necessary to complete all Work successfully as stated within this RFP. Quantities stated within this RFP are estimates only.

Part	Location 68th Avenue from Kettle River Drive to 19th Street	Unit	Estimated Quantity	Unit Price⁽¹⁾	Extended Price⁽¹⁾
1	Cold milling – 75 mm thickness	m ²	5250		
2	Granular base – roadway 100 mm thickness (owner supplied)	m ²	5250		
3	Reshape granular road bed and blend with millings	m ²	5250		
4	Shoulder grading 100 mm depth – 19 mm granular base	m	1400		
5	Asphalt – 75 mm thickness	m ²	5250		
6	Asphalt driveways – 50 mm thickness	m ²	150		
7	Painted pavement markings.	L.S.	1		
8	Adjust existing appurtenances	ea.	20		
9	Supply and install of swales, drywells, etc to ensure positive drainage of surface water away from road surface	L.S.	1		
		Sub- total			
		GST @ 5%			
		Total			

⁽¹⁾ Granular base material to be supplied by Owner and excluded from price.

Part	Description	Unit	Estimated Quantity	Unit Price ⁽²⁾	Extended Price ⁽²⁾
1	Patching – 50 mm	m ²	130		
2	Patching – 75 mm	m ²	180		
3	Patching – 100 mm	m ²	150		
4	Curb	m	40		
		Sub- total			
		GST @ 5%			
		Total			

⁽²⁾ Granular base material to be supplied by Owner and excluded from price. Price inclusive of all costs including saw cutting, base preparation and line painting where required.

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 length, 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 sub-contractor(s) shown below are the sub-contractors that the Proponent proposes to use to carry out the Requirements and Work. The City expects that the Proponents will engage the listed sub-contractor and no others in their stead, without prior written authorization of the City.

The following information must be provided for each sub-contractor the Proponent is proposing to use.

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

“RESPONSE”

SCHEDULE E: PROPOSAL SUBMISSION AND CONTRACT ACCEPTANCE FORM

Paving 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 4.0 (2)**.

The undersigned agree that the Contract document consist of the purchase order, the RFP document, Proposal submission, General Terms and Conditions, **[Schedule A]** Specifications, **[Schedule B]** Disclosure of Product and Schedule, **[Schedule C]** Proponents Mandatory Questionnaire for Selection Criteria, **[Schedule D]** Sub-Contractors, **[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]** Work Sites, Certificate 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 Documents 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 Contractor have signed and delivered this Contract _____.
dd/mm/yyyy

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.



APPENDIX "B"
Prime Contractor
Preconstruction Meeting Form
Pg 1 of 4

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:	Respectful Workplace Policy	POLICY NO: 616
EFFECTIVE DATE:	April 28th, 2014	SUPERSEDES:
APPROVAL: Council		
PAGE: 1 of 6		

PURPOSE:

The purposes of the Respectful Workplace are:

- to formalize the responsibility and commitment of the City of Grand Forks to ensure that all employees, elected officials, volunteers, residents, customers and visitors enjoy a workplace and service environment that is free from any form of discrimination or harassment (including sexual harassment).
- to establish that the City of Grand Forks promotes a work environment in which all employees, elected officials and volunteers are treated with respect and dignity and can contribute to a productive and professional atmosphere.
- To ensure that all employees, elected officials and volunteers understand what is meant by a respectful workplace and know what to do to ensure that a respectful workplace is created and maintained at the City of Grand Forks.
- To provide processes and procedures to handle complaints and remedy situations when workplace discrimination, harassment or conflict, as defined by this policy, occurs.

Nothing in this Policy should be construed as depriving employees covered under the collective agreement of CUPE Local 4728, of their rights under the collective agreement. The intention is for this policy to work in conjunction with any language on discrimination contained in the collective agreement.

IMPLICATIONS OF POLICY:

GENERAL

What is a respectful workplace?

- ❖ A respectful workplace is one which is free from discrimination and harassment as prohibited by the BC Human Rights Code. Discrimination and harassment are not tolerated at the City of Grand Forks. All employees, elected officials, volunteers, residents, customers and visitors at the City of Grand Forks shall have a respectful experience free from discrimination and harassment.
- ❖ A respectful workplace is a workplace where each employee, elected official, volunteer, resident, customer and visitor feels comfortable and is treated fairly and civilly by others. All employees, elected officials and volunteers of the City of

Grand Forks are expected to conduct themselves in a friendly, courteous and professional manner. The philosophy which must be shared by employees, elected officials and volunteers of the City of Grand Forks, is "treat others as you would have them treat you". Employees and elected officials are expected to consider the feelings and pride of others and to respect their unique backgrounds and contributions.

- ❖ A respectful workplace promotes cooperative and collaborative behaviors including healthy group dynamics and proactive problem solving.

Each member of management and elected official at the City of Grand Forks will act as a model for his/her staff and will perform his/her supervisory duties in a respectful, non-discriminatory way.

In order to foster a respectful workplace, everyone at the City of Grand Forks must understand that this policy applies to all. Every employee, elected official and volunteer must accept his or her responsibility and accountability to ensure that a discrimination and harassment free work and service environment exists at the City of Grand Forks.

Our Commitment to Employment Equity

The City of Grand Forks incorporates the intent of the respectful workplace policy in its hiring practices. The City of Grand Forks promotes equal access to jobs, promotions, transfers, pay increases, training and development opportunities, and other aspects of employment to all individuals.

The City of Grand Forks will provide fair and equal opportunities to all employees and prospective employees. The City of Grand Forks will employ people who are capable of carrying out the work available, regardless of their ethnicity, gender, culture, religion, age or affiliations.

How Do We Define Respectful Communication

English is the language for communicating about the work of the business. While employees may speak in a language other than English at work, each employee must be aware of how their choice of language is affecting others. If an individual in a group does not understand the language being spoken, he/she may feel excluded and uncomfortable. This is contrary to the spirit of a respectful workplace, which promotes a workplace where employees feel comfortable and included.

What is Discrimination

Discrimination refers to unfair, differential treatment of individuals or groups and is prohibited by law. Discrimination may be intentional or unintentional and often stems from prejudice and/or stereotypes we have of others. Discrimination can result in one individual or group having an advantage over another. Discrimination can cause an individual or group to be excluded from activities, which they have the right to be included in.

All employees, elected officials and volunteers at the City of Grand Forks are protected from discrimination in employment by the BC Human Rights Code on the following grounds: race, color, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, political belief or unrelated criminal or summary conviction.

All residents and visitors who access the services provided by the City of Grand Forks are protected from discrimination by the BC Human Rights Code on the following grounds: race, color, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex or sexual orientation of that person or class of persons.

What is Harassment

Harassment is a type of discrimination. It is a serious violation of fundamental human rights. Harassment means engaging in a course of annoying comment or conduct that is known or ought reasonably to be known to be unwelcome, and is tied to a prohibited ground of discrimination. It is behavior which causes distress and serves no legitimate work related purpose. Harassment attacks a person's dignity, health and well being. It is unwarranted comment or conduct that humiliates, intimidates, excludes, isolates and undermines the individual's self esteem due to membership in a protected group. It can be a single incident (in the case of physical contact) or a pattern of repeated incidents directed against an individual or group. Whether intentional or unintentional, harassment demonstrates a lack of respect for the individuality and the dignity of those it targets.

Harassment behaviour includes, but is not limited to:

- Physical threats or intimidation
- Words, gestures, actions or jokes which may humiliate, degrade or abuse
- Distribution or displaying of offensive pictures or materials, including materials on computers.

What is Sexual Harassment

Sexual harassment is a type of discrimination under the BC Human Rights Code. Sexual harassment is uninvited and unwelcome conduct that is sexual in nature that may detrimentally affect the work or service environment or lead to adverse job related or other consequences for the victim of harassment. The term "sexual harassment" has come to be used to identify those kinds of sexual coercion and exploitation of women and men in a formal or structured relationship in which we have an expectation that the relationship has nothing to do with sex or sexuality.

Sexual harassment behavior includes, but is not limited to:

- Remarks, jokes, innuendoes or derogatory or demeaning comments regarding someone's body, appearance, physical or sexual characteristics or clothing;

- Displaying of sexually offensive or derogatory pictures, cartoons or other material;
- Unwelcome questions or sharing of information regarding a person's sexuality, sexual activity or sexual orientation;
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the victim of harassment;
- **Unwanted** physical contact of any kind.

What is Criminal Harassment

Criminal harassment may be defined as adverse differential treatment of an individual or individuals which involves assault, damage to personal property or company property, and stalking.

What is a Poisoned Environment

Harassment can "poison" the work environment for the victim of harassment as well as for others who share the work environment. A "poisoned" work environment is one which is hostile, intimidating or offensive. Comments or actions of a co-worker or a supervisor may create a poisoned environment. This unethical behavior and/or actions make the workplace uncomfortable and can interfere with productivity and interactions of the work group. The poisoned environment forms an unequal term or condition of employment and is therefore a violation of the right to be free from discrimination.

ORGANIZATIONAL:

The City of Grand Forks Official Harassment Complaint Procedure is outlined in Council Policy 605 – Harassment Policy.

What About Workplace Conflict

Discrimination and harassment are specific types of conflicts which are prohibited by the BC Human Rights Code. There are many other types of conflicts that can arise in the workplace that are not dealt with by the BC Human Rights Code. For the purpose of this Policy, these other types of conflicts are dealt with as "Workplace Conflict".

Getting along with co-workers or supervisors may not always be easy, but making an effort to resolve conflict at work should be a goal of all employees at the City of Grand Forks. It is the expectation of the City of Grand Forks that each employee will try his/her best to get along with his/her co-workers. This means:

- Respect the fact that others may be different from you and that they may have a different approach or way of doing something than you do.
- Be aware of the fact that how you act can impact others in the workplace.
- Avoid talking negatively, gossiping or being judgmental about your co-workers. This type of behavior encourages conflict in the workplace, and is not consistent with the goals of the Respectful Workplace Policy.

- If you are not sure if your behavior is welcome, ask.

Workplace Violence

Employees must not engage in any improper activity or behavior or violent behavior in the Workplace that might create or constitute a hazard to them or any other person.

Improper activity or behavior includes the attempted exercise by a person towards another person in the workplace of any physical force or violence so as to cause injury and includes any threatening statement or behavior which gives a person reasonable cause to believe he or she is at risk of injury. Improper activity or behavior also includes physically or mentally bullying, tormenting or other demeaning behaviors towards another person.

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 at the City of Grand Forks. Individuals who are found to be bullying or otherwise tormenting others, either physically or mentally, will be subject to discipline.

Workplace Conflict Complaint Procedure

If someone is behaving in a way that makes you feel uncomfortable at work, or if you are having a conflict with someone at work, you are encouraged to try and speak with the person directly and discuss the matter with him/her. If you do not feel comfortable dealing with the individual directly, you should speak to the Chief Administrative Officer (and a union official, if he/she wishes) who will assist you in resolving the situation. If the complaint involves the Chief Administrative Officer, the complaint should be reported another Manager.

If you see others behaving in a way that is inappropriate or disrespectful, try and speak to the person(s) involved or bring the matter to the attention of the Chief Administrative Officer.

Workplace Conflict Discipline Procedure

All employees are subject to the following disciplinary procedures:

- ❖ First contravention: verbal warning followed up with a letter which will be placed in the employee's personnel file;
- ❖ Second contravention: one day work suspension without pay;
- ❖ Third contravention: one week work suspension without pay;
- ❖ Fourth contravention: termination of employment.



I have read this description of RESPECTFUL WORKPLACE POLICY for worksites within the City of Grand Forks.

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APPENDIX "C"
Prime Contractor
Respectful Workplace Form
Pg 8 of 8

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