



www.GrandForks.ca

**REQUEST FOR PROPOSAL
FOR**

**DOWNTOWN BEAUTIFICATION UPGRADES
#2014-06-11-DBU**

ISSUE DATE: June 11, 2014

Proposals may be submitted to the City of Grand Forks, City Hall, 6641 Industrial Park Way, Grand Forks, BC V0H 1H0 up to 2:00pm local time on the closing date to the Attention of Diane Heinrich, Corporate Officer on the following closing date.

CLOSING DATE: July 2, 2014 @ 2:00pm Local Time

A non-mandatory Proponent's gathering will be held outside temporary City Hall, 6641 Industrial Park Way on June 19, 2014, starting at 9:00 am.

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

NOTE: Should any potential proponent download this Request for Proposal, it is the proponent's responsibility to check for Addenda which will be posted on the City of Grand Forks website at www.grandforks.ca.

1.0 SCOPE OF RFP

1.1 Introduction

The City of Grand Forks (the “City”) is seeking proposals from qualified contractors to provide innovative and green initiatives for sidewalk repair/replacement, supply and construction of new traffic median islands, installation of underground irrigation and electrical lines, repair/refurbishment of existing tree wells, supply and construction of a retaining wall and stairs, installation of decorative poles, and supply and installation of trees. This RFP document describes the services sought by the City of Grand Forks (the “City”) and sets out the City’s RFP process, basic proposal requirements and the evaluation criteria the City intends to use to select a preferred proposal.

1.2 Scope Of Services

Details and specifications regarding these services are set out in **Schedule A** of this RFP. Proponents are encouraged to use innovation when developing proposals and may propose revisions or alternatives beneficial to the City’s interests.

1.3 Form of Services Contract

The basic form of contract the City proposes to enter for the services is set out in **Schedule B** of this RFP. The City may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

1.4 Prime Contractor Acceptance Agreement

The contractor accepts the responsibilities of the “Prime Contractor” as defined in the WBC Act, Section 118 and OHSR 3. & 20. and will enter into the Prime Contractor Acceptance Agreement with the City of Grand Forks as indicated in “**Schedule C**” of this RFP.

1.5 No Contractual Obligations As A Result of RFP or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the City and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

2.0 PROPOSAL CONTENT

Proposals (one original and two copies) must be submitted in printed form. The following should be included in a proposal, in the following order.

2.1 Covering Letter

A covering letter signed by an authorized representative of the proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

2.2 Proponent Profile and References

A description of the proponent’s organization, size, services provided, areas of expertise and length of time in operation must be included as well as a list of references. If there are special concerns or restrictions on the City’s use of a reference, these concerns must be stated in the proposal.

2.3 Services

Outline of proposed method of service delivery and confirmation that proponent is able to meet requirements of proposed form of contract, **Schedule B** of this RFP, including with respect to insurance, workers compensation and governmental approvals (including by requiring a City Business License).

2.4 Scheduling

The proposal will include a schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans etc., as applicable).

2.5 Innovation, Creativity and Green Initiatives

The proposal will set out strategies that are creative and innovative and utilize products that meet green standards with respect to repair and or replacement of each service component.

2.6 Timeline for Completion

The Contractor will commence the work with a Notice to Proceed. The Contractor will achieve Substantial Performance of the work on or before October 31, 2014.

2.7 Fees & Disbursements

The proposal will set out all fees and disbursements to be charged to the City for the provision of the services, and shall break out such amounts for each service component, as applicable. All amounts shall be in Canadian dollars.

3.0 RFP PROCESS

3.1 Final Date And Time For Receipt Of Proposals

Proposals (one original and two copies) must be received in a closed envelope by **2:00 pm (local time) on July 2, 2014**, at:

CITY OF GRAND FORKS
6641 Industrial Park Way
Grand Forks, BC V0H 1H0
Attention: Diane Heinrich, Corporate Officer

****Proponents should clearly mark their proposals and proposal envelope with the name and address of the proponent and the RFP title.****

3.2 Late Proposals

Proposals received after the deadline will not be considered and will be returned unopened to the sender.

3.3 No Faxed Or Electronic Proposals

Proposals received by fax or email will not be considered.

3.4 Cost Of Proposal Preparation

Proponents will be solely responsible for the costs of preparing and submitting a proposal and all costs incurred in any subsequent negotiations with the City.

3.5 Evaluation & Criteria

The City intends to evaluate proposals based on the evaluation criteria as outlined in **Schedule A**, of this RFP.

The City intends to select the proposal that it considers most favourable to the City's interests. In this regard, the City considers that "Best Value" is the essential part of engaging a service provider and therefore the City may prefer a proposal with a higher cost, if the City considers that it offers greater value and better serves the City's interests.

3.6 Evaluation Committee

The City may establish an evaluation committee in order to evaluate proposals and make recommendations in relation to this RFP.

3.7 Clarification

The City may seek clarification from a proponent respecting its proposal to assist in making evaluations.

3.8 Negotiation

The City may choose to negotiate with a preferred proponent, or any proponent, on any aspect of their proposal, including changes to the service to be provided and to price.

3.9 Confidentiality

Proponents should be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). A Proponent may stipulate in their proposal that portions of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA the City may nevertheless be obligated to disclose all or part of a proposal pursuant to a request made under that Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under that Act.

3.10 Proposal Documents

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City and will not be returned.

3.11 Gifts And Donations

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the City or elected City official. The successful proponent shall report to the Corporate Officer of the City any attempt by City employee or elected official to obtain such favours.

3.12 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source should not be relied upon. Enquiries and responses will be recorded and the City may choose to distribute same to all proponents. Questions will be answered if time permits.

CITY OF GRAND FORKS
Manager of Development and Engineering
6641 Industrial Park Way
Grand Forks, BC V0H 1H0

Sasha J. Bird, Manager of Development and Engineering
Tel: 250.442.4146
Email: sbird@grandforks.ca

4.0 PROPONENT PRICING AND INFORMATION

- SIDEWALK REPAIR/REPLACEMENT \$ _____
- CONSTRUCTION OF TRAFFIC MEDIAN ISLANDS – BRICK (8) \$ _____
- CONSTRUCTION OF TRAFFIC MEDIAN ISLANDS – PLANTERS (10) \$ _____
- INSTALLATION OF UNDERGROUND IRRIGATION/ELECTRICAL \$ _____
- REPAIR/REFURBISHMENT OF TREE WELLS (26) \$ _____
- CONSTRUCTION OF RETAINING WALL \$ _____
- CONSTRUCTON OF STAIRS \$ _____
- INSTALLATION OF DECORATIVE POLES (2) \$ _____
- SUPPLY & INSTALLATION OF TREES (20) \$ _____

SUB TOTAL \$ _____

GST \$ _____

TOTAL \$ _____

FIRM NAME: _____

ADDRESS: _____ CITY _____

PHONE NO. _____ FAX NO. _____

POSTAL CODE _____ DATE _____

EMAIL _____

SIGNATURE OF BIDDER _____

PRINT NAME _____

SPECIFICATIONS

The City is seeking proposals from qualified contractors to provide innovative and green initiatives for sidewalk repair/replacement, construction of new traffic median islands, installation of underground irrigation and electrical lines, repair/refurbishment of existing tree wells, supply and construction of a retaining wall and stairs, installation of decorative poles, and supply and installation of trees. Refer to **Schedule D** for examples, pictures and illustrations but please note that **Schedule D** is for information purposes only. Actual design may/will differ from these illustrations. **Proposals shall include a detailed supply list including quantities of each major component and be appended to Schedule A.**

1. Sidewalk repair/replacements:

This component involves the repair or removal and replacement of sidewalk panels along 2nd Street between 72nd Avenue and Highway 3.

2. Traffic median islands on 72nd Avenue – brick:

This component involves the construction of eight (8) traffic median islands along the north and south sides of 72nd Avenue at 2nd Street and at 4th Street.

Traffic median islands on 3rd, 4th and 5th Streets and 72nd Avenue – planter:

This component involves the construction of fifteen (10) traffic median islands along:

- a) the east side of 5th Street, between Highway #3 and 75th Avenue;
- b) the east and west sides of 4th Street, between Highway #3 and 75th Avenue;
- c) the north and south sides of 72nd Avenue between 3rd Street and 4th Street.

All traffic median islands will need to be designed to take the following into consideration:

- a) storm drains or other City infrastructure in or near the proposed locations; and
- b) designed for ease of maintenance activities including, but not limited to, snow removal and street sweeping.

3. Installation of underground irrigation and electrical lines:

This component involves installation of underground irrigation and electrical lines on:

- a) 4th Street between Highway #3 and 75th Avenue on the east and west sides;
- b) 5th Street between Highway #3 and 75th Avenue on the east side;
- c) 72nd Avenue between 4th Street and Selkirk College on the south side; and
- d) 2nd Street between 72nd Avenue and Highway #3 on the east and west sides.

4. Repair/Refurbishment of existing tree wells:

This component involves the repair/refurbishment of approximately 26 tree wells located on 2nd Street between 72nd Avenue and Highway #3 including removal of existing materials and replacing with bricks and slag (and any repairs required) as was completed on Market Avenue between 2nd and 4th Streets.

5. Construction of retaining wall:

This component involves the construction of a retaining wall along the south side of 72nd Avenue between 4th Street and Selkirk College.

The location of this structure is in the 'Historic Downtown Development Permit Area' as defined by the City of Grand Forks Sustainable Community Plan, and as such should be designed to reflect the heritage values of the community.

6. Construction of stairs:

This component involves the construction of stairs at the west end of the retaining wall that is to be built along 72nd Avenue between 4th Street and Selkirk College.

The location of this structure is in the 'Historic Downtown Development Permit Area' as defined by the City of Grand Forks Sustainable Community Plan, and as such should be designed to reflect the heritage values of the community.

7. Installation of decorative poles:

This component involves the installation of two (2) decorative poles on 5th Street between Highway #3 and 75th Avenue on the west side.

8. Supply and installation of trees:

This component involves the installation of approximately 20 trees in new traffic median island planters, existing planters without trees, and along the top of the retaining wall on 72nd Avenue between 4th Street and Selkirk College. The species of trees must take into consideration site conditions specific to each location with regards to above and below ground City infrastructure (i.e. root systems, tree heights). **Schedule E** details suggested species of trees commonly used in municipal applications, but it is only a guideline. Preference will be for the largest caliper trees available.

The Contractor will be required to submit a 10% Bond that will remain in effect through the 55 day Lien Holdback period.

All general conditions and specifications of the MMCD, 2009 Platinum Addition, City of Grand Forks Bylaws, Ministry of Transportation and Infrastructure and Worksafe BC regulations strictly apply.

The Contractor will commence the work with a Notice to Proceed. The Contractor will achieve Substantial Performance of the work on or before October 31, 2014.

EVALUATION CRITERIA

PROJECT:		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
PROPONENT:							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Past Experience	10						
Clarity of Proposal	10						
Proponent References	5						
Innovation & Creativity	25						
Timeline for Completion	10						
Price (lowest priced proposal divided by the next evaluated proposal price x 40)	40						
EVALUATION TOTAL:							

SAMPLE

SCHEDULE B

SERVICES CONTRACT FOR

THIS AGREEMENT dated the _____ day of _____, 2014.

BETWEEN: **CITY OF GRAND FORKS**
 7217 4TH St.
 Grand Forks, BC V0H 1H0

(the "City")

AND: **COMPANY**
 address

(the "Contractor")

GIVEN THAT the City wishes to engage the Contractor to provide certain services to the City and the Contractor wishes to contract with the City to provide such services to the City, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the City and the Contractor agree as follows:

Definitions

In this Agreement, in addition to the words defined above,

- (a) "Contractor's Proposal" means the Contractor's written proposal to the City for performance of the Services, dated _____, a copy of which is attached.
- (b) "City Representative" means _____ or such other person as the City may appoint in writing.
- (c) "Governmental Approvals" means any licences, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services..
- (d) "Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (e) "Personnel" means any individuals identified by name in the Contractor's Proposal and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the City;
- (f) "RFP" means the Request for Proposals for the services issued by the City dated_____.

- (g) “Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) “Specifications” means the specifications and other requirements for the Services set out in the RFP.
- (i) “Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

Contractor Services

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative;
- (e) promptly pay amounts owing to the City under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement

Term

This Agreement shall commence on ____ and expire on _____ (or the date the contract was executed.)

Contractor Personnel

The Contractor will perform the Services using only the Personnel named in the Contractor’s Proposal, unless otherwise approved in writing by the City Representative.

Warranty As To Quality of Services

The Contractor represents and warrants to the City that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

The City shall pay the Contractor for the performance of the Services as follows:

Fees of \$00000000000 as outline in the Contractors Proposal

Taxes

The City shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the City.

Invoices & Payment

Not more than once each month, the Contractor may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The City shall, to the extent the City is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

City's Representative

The City appoints the City Representative as the only person authorized by the City to communicate with the Contractor in respect of this Agreement. The City shall not bound to the Contractor by communication from any person other than the City Representative.

Indemnity

The Contractor shall indemnify, and save harmless, the City, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

Workers Compensation

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

Insurance Requirements

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- (a) name the City as additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the City Representative, acting reasonably.

Insurance Certificates

The Contractor shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the City.

City May Insure

If the Contractor fails to insure as required, the City may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.

Termination at City's Discretion

The City may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the City terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

Termination For Default

The City may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the City; or
- (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The City may set off against, and withhold from amounts due to the Contractor, such amounts as the City estimates shall be required to cover the City's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the City to complete all or any part of the Services.

Records

The Contractor:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and

- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Copyright and Intellectual Property

The Contractor irrevocably grants to the City the unrestricted licence for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the City the unrestricted licence for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or contractors is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

Withholding Taxes

The Contractor will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

Assignment

The Contractor shall not assign this Agreement or the benefit hereof without the priori written consent of the City, at its sole discretion.

Time of the Essence

Time is of the essence of this Agreement.

Alternative Rights and Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

(a) To the City:

City of Grand Forks
6641 Industrial Park Way
Grand Forks, BC V0H 1H0
Fax Number:
E-mail Address:
Attention:

(b) To the Contractor:

Fax Number: (250) _____
E-mail Address: _____
Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

Interpretation and Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

CITY OF GRAND FORKS

by its authorized signatories:

Mayor:

Clerk:

[If Contractor is an Individual]

Signed, Sealed and Delivered in the presence of:)

Witness:)

Address:)

Occupation)

Name:

or

[If Contractor is a Corporation]

by its authorized signatories:

Name:

Name:

PRIME CONTRACTOR ACCEPTANCE AGREEMENT

It is agreed:

Between City of Grand Forks (The Owner)

And _____ (the Directing Contractor)

That _____ shall be designated as the Prime Contractor for the purpose of health and safety of the _____ project and shall assume the responsibilities of the worksite(s) health and safety requirements as set out in the WCB Act 118 and OHSR 3. & 20. Furthermore the Prime Contractor shall be responsible for any and all damages, or claims for injuries or accidents done or caused by him, or by any of his operations, or by his employees, or from any failure, neglect or omission on his part, or on the part of his employees, and covenants and agrees to hold the City of Grand Forks harmless and indemnified from and against all such damages and claims for damages.

By its Authorized Signatories:

Prime Contractor

Date signed

City of Grand Forks

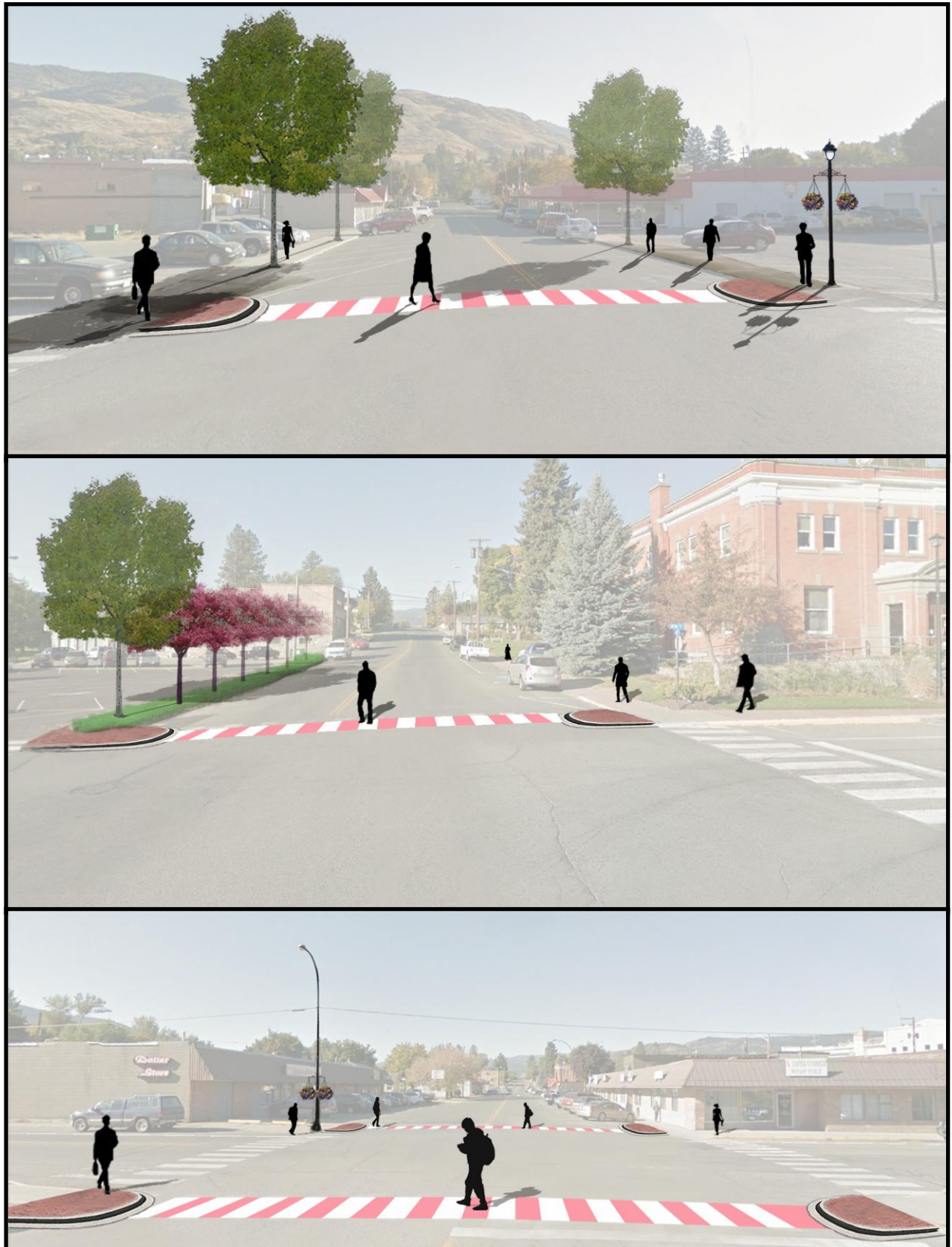
Date signed

SCHEDULE D

1. Sidewalk repairs/replacements



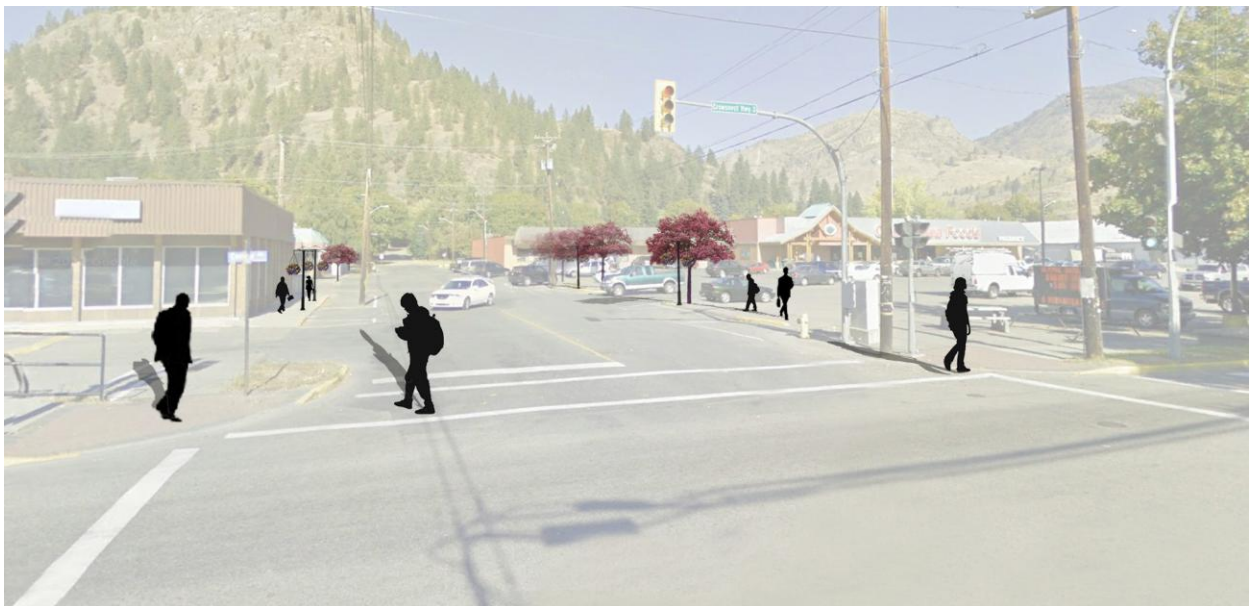
2. Traffic median islands on 72nd Avenue – brick (Examples)



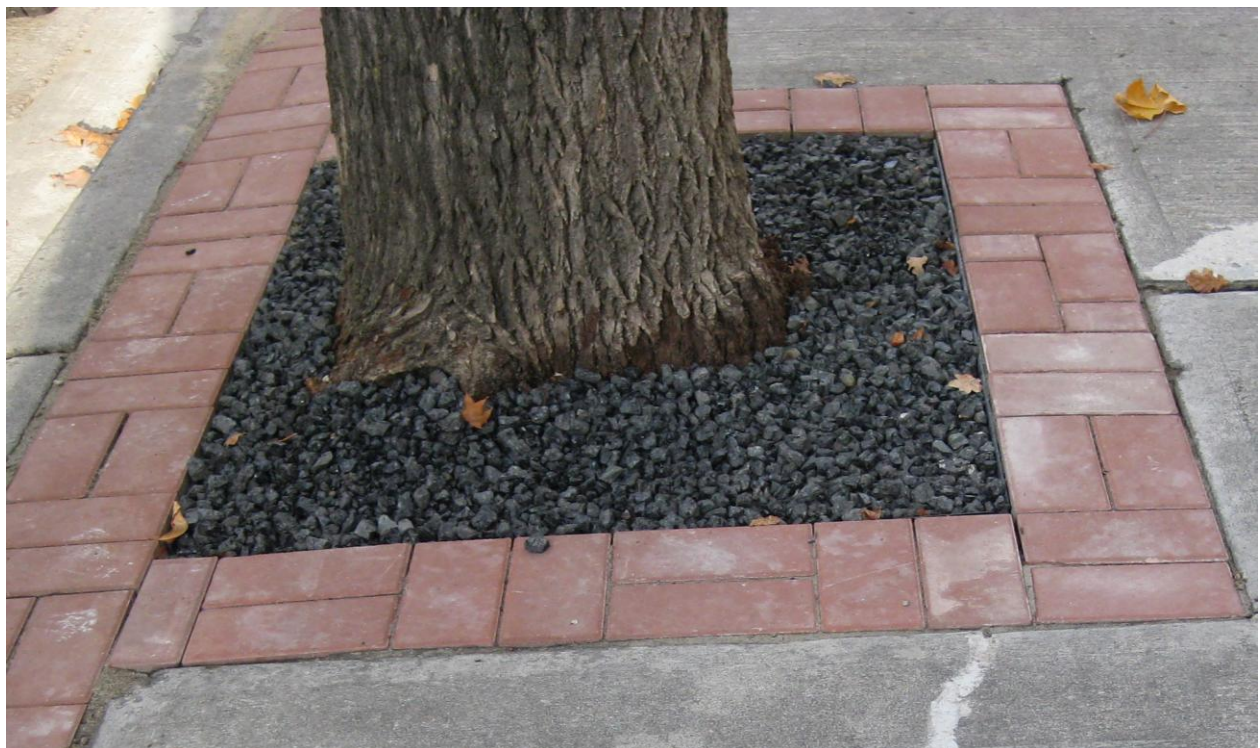
Traffic median islands on 3rd, 4th and 5th Streets and 72nd Avenue – planter (Examples)



3. Supply and installation of underground irrigation and electrical lines



4. Repair/Refurbishment of existing tree wells



5. Construction of retaining wall



6. Construction of stairs



7. Installation of decorative poles

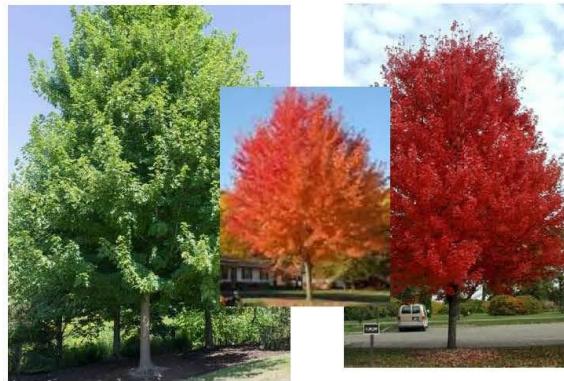


8. Supply and installation of trees – See Schedule E

SCHEDULE E

**Downtown Beautification
Potential Tree Species**

**Autumn Blaze Maple:
Large**



**Littleleaf Linden:
Large**



**Big Leaf Linden:
Large**



Downtown Beautification Potential Tree Species

Brandon Elm:
Large



Autumn Purple Ash:
Medium



Schubert Chokecherry:
Medium



Downtown Beautification Potential Tree Species

Callery Pear:
Medium



Japanese Tree Lilac:
Small



Hawthorn 'Toba':
Small



Downtown Beautification Potential Tree Species

Hawthorn 'Snowbird:
Small



Tartarian Maple:
Small



