

REQUEST FOR PROPOSAL (RFP)

Lind Creek Dam Decommissioning

CP2026-01-RFP

Submission Deadline:

Physical submissions will be received at the City of Greenwood prior to:
4:00pm PST May 29th, 2026

City of Greenwood

202 South Government Avenue

Greenwood, BC, Canada

All inquiries must be directed to:

Hanna Korn, E.I.T.
ISL Engineering and Land Services Ltd.
1960 Columbia Avenue, Rossland, BC
V0G 1Y0
hkorn@islengineering.com
TEL: (867) 334-8132

It is the sole responsibility of the submitter to check the BC Bid website for any updated information and addenda issued before the Submission Deadline.

The City of Greenwood shall not be held responsible for our competitive bid documents that are located on any other website.



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Contract:	Lind Creek Dam Decommissioning
Reference No.:	CP2026-01-RFP
	(OWNERS CONTRACT REFERENCE NO.)

1.0 INTRODUCTION

1.1 Background and Purpose

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

The City of Greenwood invites qualified Contractors to submit proposals for the decommissioning of Lind Creek Dam in accordance with MMCD guidelines, specifications and Ecora Engineering's Lind Creek Dam Decommissioning Report, dated June 2025. The successful proponent will be responsible for full decommissioning of the dam, including removal of concrete, earthworks and any appurtenances in their entirety, as well as flow diversion, reservoir drawdown, dewatering, sediment management, channel reconstruction, and installation of erosion protection works, and restoration of Lind Creek to its historic configuration, ensuring compliance with all applicable regulations and specifications.

The work can be described as follows:

Removal of the existing dam embankment, concrete spillway control structure, low-level outlet, valve, control stem, any other dam appurtenances found during excavation and the reconstruction of the historic channel and installation of erosion protection elements as outlined in the Supplementary Specifications and in Ecora Engineering's Lind Creek Dam Decommissioning Report. The Work also includes flow diversion, reservoir drawdown, dewatering, sediment management, and channel stabilization required to complete the decommissioning works. The successful proponent shall design and implement dewatering and flow diversion systems capable of managing flows up to the 1:10 year seasonal flow event.

Site access is a concern as the existing access road is approximately 700m long and has a minimum width at a choke point of 2.1m. The successful proponent may choose to construct a proposed and temporary access road to the site, which enters off Lind Creek Road, if the existing access road isn't a feasible option. Note that the Ecora Engineering Lind Creek Dam Decommissioning Report includes a plan and profile drawing for an optional and proposed temporary access road. ISL Engineering has included an updated drawing in the Contract Documents package that updates the temporary access road alignment and profile to achieve a maximum 30% grade. The values included in the Schedule of Quantities reflect the ISL Engineering temporary Access Road Design.

The Proponent shall provide mitigation measure to achieve clean discharge to Lind Creek during and after construction. It shall be assumed that the existing reservoir drain line and valve are non functional and that the Proponent shall drain the reservoir through alternate methods.

The Proponent shall assume that all excavated material can be placed on site.

The Proponent shall comply with all requirements, considerations and specifications included in Ecora Engineering Lind Creek Dam Decommissioning Report.

All instream works shall take place between August 7, 2026 and September 30, 2026.

The Owner intends to select a contractor with relevant expertise and experience that will offer the best overall proposed methodology and value of work.

1.2 Enquiries – Contract Person

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

Name:	Hanna Korn, E.I.T.
Title:	Project Engineer-In-Training
Email:	hkorn@islengineering.com

1.3 Submission of Proposals: Closing Time

Proposals must be received at the “**Delivery Address**” no later than:

4:00pm PST, May 29th, 2026
(the “**Closing Time**”).

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

1.4 Eligible Parties

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

1.5 Definitions

In this RFP, unless the context requires otherwise:

“**Addendum**” has the meaning set out in Section 2.5;

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

“**Closing Time**” has the meaning set out in Section 1.3;

“**Contact Person**” has the meaning set out in Section 1.2;

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

“**Contract Documents**” means the Agreement as included with this RFP plus the documents listed in Section 2.2 of the Agreement;

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

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

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

“**Form of Proposal**” has the meaning set out in Section 4.1;

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

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

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

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

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

“**Q&As**” has the meaning set out in Section 2.3(c)(i);

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

“**RFP**” means this Request for Proposals;

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

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

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

1.6 Interpretation

In this RFP:

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

2.0 SUBMISSION INSTRUCTIONS

2.1 Delivery of Proposals

Proposals must be submitted to the “**Delivery Address**” noted below.

Delivery Address:

Name:	Brooke McCourt, Corporate Officer
Address:	City Hall 202 S Government St Greenwood, BC. V0H 1J0

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

Proposals delivered by hand or by registered mail should include:

- a) hard copies;
- b) electronic copies (“pdf” on a USB flash drive); or
- c) both

Proposals shall be delivered in a sealed envelope clearly marked on the outside with the RFP Title and RFP Number (as shown in Section 1.1).

IMPORTANT NOTE ON SUBMISSION

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

2.2 Date and Time of Delivery

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

2.3 Enquiries and Responses

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

- a) Enquiries must be received no later than **7 calendar days prior to Closing Time**;
- b) The Owner reserves the right to decline to provide a response to an enquiry, considering fairness to all Proponents and the integrity of this competitive procurement process. (If the Owner elects not to give an answer it will, without compromising fairness to all Proponents and the integrity of this competitive procurement process, use reasonable efforts to provide the reason for not answering);
- c) subject to Section 2.3(d), any reply from the Contact Person to an enquiry will be posted to the On-Line Information Address as either:
 - i) a question and answer as part of a question and answer series for this RFP (“**Q&As**”); or
 - ii) an Addendum;
- d) Proponent may request that an enquiry and the response be kept confidential if the Proponent considers the enquiry is commercially confidential to the Proponent, and the following will apply:
 - i) if the Owner determines that, considering fairness to all Proponents and the integrity of this competitive procurement process, the enquiry and response does not need to be distributed to all Proponents, then the Owner will keep the enquiry and response confidential;
 - ii) if the Owner determines that, considering fairness to all Proponents and the integrity of this competitive procurement process, any response given must be distributed to all Proponents, then, subject to Section 2.3.(e), the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- e) subject to Section 2.3.(b) and notwithstanding Section 2.3.(d), considering fairness to all Proponents and the integrity of this competitive procurement process, any enquiry and its response may, in the Owner’s sole and absolute discretion, be distributed to all Proponents.

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

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

2.4 Electronic Transmission

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

2.5 Addenda

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

- a) amend this RFP at any time by issuing a written addendum (an “**Addendum**”). Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries or Q&As as provided by Section 2.3, will be included in or in any way

amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda; and

- b) include information that is in the form of a response to an enquiry or a Q&A as part of an Addendum, in which event such information will be considered as part of the Addendum and not Reference Information.

2.6 Reference Information Including Q&As

Any:

- a) information included in Q&As issued by the Contact Person under Section 2.3(c) which has not been expressly included in an Addendum as provided by Section 2.5(b); and
- b) additional information made available to Proponents prior to the Closing Time by the Owner or representatives of the Owner (such as, for illustration purposes only, Site information, geotechnical or subsurface reports or record drawings), including the information, if any, included or described in Attachment D to this RFP, which is not expressly included in the Contract Documents

(collectively, “**Reference Information**”) is provided and made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that the Owner or any representative of the Owner gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

2.7 Revisions Prior to Closing Time

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

2.8 Language

All Proposals must be in English.

3.0 RFP DOCUMENTS

3.1 RFP Documents

The “RFP Documents” are as follows:

- a) this Request for Proposals;
- b) the Form of Proposal, including the schedules listed in Section 2 of the Form of Proposal;
- c) the Contract Documents;
- d) issued Addenda, if any;
- e) issued Reference Information (including Q&As), if any;
- f) Contract Drawings and Specifications, if any;
- g) Appendices - Lind Creek Dam Decommissioning Report

3.2 Availability of RFP Documents

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

BC Bid website (www.bcbid.gov.bc.ca) (the “On-Line Information Address”). It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a Proposal.

3.3 Completeness of RFP Documents

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

4.0 FORM OF PROPOSAL

4.1 Form of Proposal

Proposals should be submitted on the Form of Proposal as included with this RFP (the “**Form of Proposal**”), which should be completed to provide all the information as requested on the Form of Proposal or as otherwise required by this RFP. The Owner invites Proponents to submit Proposals that are responsive to requests for information in the Form of Proposal and is not inviting lengthy generalized submissions with respect to any issue referred to in the Form of Proposal.

4.2 Proposed Amendments to Commercial Terms

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

4.3 Proposed Amendment of Schedule Dates

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

4.4 Proposed Alternatives to Designs and Specifications

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

4.5 Signature

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

- a) if the Proponent is a corporation then the full name of the corporation should be included, together with the name, title and signature of an authorized signatory;
- b) if the Proponent is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign; or
- c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in Section 4.5(a).

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

4.6 Numbers and Figures

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

5.0 SITE CONDITIONS, INFORMATIONAL MEETINGS AND SITE VISITS

5.1 Site Conditions

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the Site. In submitting a Proposal a Proponent will be deemed to have made allowance for all factors relating to the Site that might affect the performance of the work, that would be apparent to a knowledgeable and experienced contractor from a visual inspection of the Site and a review of available materials and information, including the location of the Site, local conditions related to the work, geotechnical and subsurface conditions, Site drainage, Site access, local weather, availability of labour, equipment and materials and any other relevant matters. (For clarity, except as may be expressly permitted in the Contract Documents, such required inspection will not include subsurface geotechnical investigations by the proponent.)

By submitting a Proposal, a Proponent will be deemed to have undertaken any required inspection and to have taken account of all such factors in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Site or factors as described in this Section 5.1 which were reasonably foreseeable by a contractor qualified to undertake the work that was knowledgeable of, and had inspected, the Site and considered the factors listed in this Section 5.1.

5.2 Informational Meetings and Site Visits

A **non-mandatory** site visit will be held on **May 13th, 2026 at 10:00am PST** at the corner of **Greenwood Street and Lind Creek Road, Greenwood, BC**.

As a condition of entering the Site, the Proponent must agree to comply with, and cause all of its representatives, including its directors, officers, employees and agents, and its team members to comply with all Site rules and regulations, as may be established by the Owner. Note that the site visit will include a 700m walk up the existing access road with an elevation gain of 62m.

6.0 PROPOSAL PRICE

6.1 Proposal Price

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

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

7.0 PROPOSAL EVALUATION

7.1 Evaluation Committee

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

7.2 Evaluation Criteria

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

7.3 Evaluation Process

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

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

7.4 Detailed Evaluations

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

7.5 Reservation of Rights

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

- a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the work in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of work;
- b) evaluate a Proposal that includes one or more alteration, modification or amendment as permitted by Sections 4.2, 4.3 and 4.4 by applying the evaluation criteria as set out in Section 7.2 to identify the alteration,

modification or amendment that the Owner determines is most advantageous to itself, and for the purposes of comparison to other Proponent's Proposals, incorporate the identified advantageous alteration(s), modification(s) or amendment(s) into the Proposal together with the corresponding adjustment, if any, to the Proposal Price; and

- c) accept the Proposal (including a Proposal modified as described in Section 7.5(b)) which, applying the evaluation criteria as set out in Section 7.2, the Owner determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price;
- d) award separate Contracts for portions of the work, including with respect to one or more payment items; and
- e) if only one Proposal is received, reject that Proposal and terminate the process under this RFP, and proceed with the work in some other manner, including entering into negotiations with that Proponent with respect to any matter, including price.

7.6 Recommendation of Preferred Proponent

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

7.7 All Proposals Over Budget

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

- a) seek approval for an increase in the budget; or
- b) terminate the process under this RFP and;
 - i) enter into negotiations with the Proponent that but for its over-budget Proposal Price would have been recommended as the Preferred Proponent under Section 7.6 for the purpose of identifying scope or other amendments to the Contract Documents to achieve the budget, and if agreement is reached award a Contract to that Proponent; and
 - ii) (if for any reason agreement is not reached on the terms of the Contract with the Proponent identified under Section 7.7(b)(i), then enter into negotiations with the next most highly evaluated Proponent on the same basis as described in Section 7.7(b)(i), and continue in that manner until an agreement is reached with a Proponent on scope or other amendments to the Contract Documents required to achieve the budget.

8.0 Selection and Debriefing

8.1 Notice to Preferred Proponent

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

8.2 Negotiations of Contract and Award

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

During negotiations the Owner may:

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

8.3 Notification to Unsuccessful Proponents

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

8.4 Debriefing

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

8.5 Contract Execution Pre-Conditions

Prior to the execution of the Contract, the Preferred Proponent shall deliver to the City:

- a) A "**clearance letter**" indication that the Proponent is in WorkSafe BC compliance;
- b) A copy of the WorkSafe BC "**Notice of Project**" indicating the NOP Confirmation number;
- c) A copy of the insurance policies as specified in MMCD 2019 – RFP Edition GC 24 or as otherwise noted in the Supplementary General Conditions indicating that all such insurance coverage is in place;
- d) 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 obligations during the Maintenance Period, issued by a surety to carry on the business of suretyship in the Province of British Columbia, and in a form acceptable to the City.
- e) Proof of a City of Greenwood Business License

9.0 MISCELLANEOUS CONDITIONS

9.1 Ownership and Use of Proposals

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

9.2 No Obligation to Proceed

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

9.3 Cost of Preparing a Proposal

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

9.4 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

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

9.5 Restricted Parties

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

- a) is participating or is involved in the RFP process or in the design, planning or implementation of the work or who has so participated or has been so involved; and

- b) may provide a material unfair advantage or material confidential information to a Proponent team that it joined that is not, or would not reasonably be expected to be, available to other Proponents.

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

All present or past employees of the **City of Greenwood** or **ISL Engineering and Land Services**.

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

9.6 Use or Inclusion of Restricted Parties

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

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

9.7 Relationship Disclosure

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

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

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

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

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

9.8 Conflict of Interest and Unfair Advantage

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

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

9.9 Advanced Ruling

A Proponent that has any concerns regarding:

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

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

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

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

9.10 No Representation or Warranty

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

9.11 Use of RFP Documents

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

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

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

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

9.13 Proprietary or Confidential Documents

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

9.14 No Collusion or Solicitation

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

Each Proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the Owner or to a member of the Evaluation

Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then the Owner may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

9.15 Insurance Requirements

Refer to General Conditions GC 24.1R

All Proponents, prior to final award must be capable of retaining and maintaining in place for the entire duration of the project the following insurances, in a form acceptable to the City:

- Comprehensive general liability insurance shall be limits of not less than \$5,000,000 per occurrence, and aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000.
- Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Proponent.
- Contractor’s equipment insurance coverage written on an “all risks” basis covering Construction Equipment used by the proponent for the performance of the work, shall be in a form acceptable to the City and shall not allow subrogation claims by the insurer

- against the City. Subject to satisfactory proof of financial capability by the Proponent for self-insurance, the City may agree to waive the equipment insurance requirement.
- Contractor's Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death, and damage to property.

The Proponent is encouraged to confirm that they have obtained or are able to obtain the aforementioned mandatory insurance to undertake the works and services described in this RFP. Prior to the execution of a contract, the Successful Proponent will be expected to confirm their ability to obtain such insurance.

9.16 WorkSafe BC

The Successful Proponent will be required to provide a WorkSafeBC Clearance Letter to confirm the Proponent is active and in good standing with WorkSafeBC. A Notice of Project is required to be submitted to WorkSafeBC prior to commencement of works.

9.17 Liability for Errors

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline and reference for Proponents. The information is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

ATTACHMENT A. EVALUATION CRITERIA

1.0 EVALUATION CRITERIA

	Evaluation Criteria	Weighting	Minimum Score	Score
1	Qualifications and Experience	15 points	10 points	
2	Project Methodology, Work Plan, Tasks, Schedule	35 points	20 points	
3	Fees, Rates, Charges and Other Commercial Considerations ("Proposal Price")	50 points	N/A	

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further. It is anticipated that the Proponent that is evaluated to have the highest aggregate score will be selected as the Preferred Proponent, but the Owner reserves the right for the Evaluation Committee to decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or greater material risk to the Owner as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

Scoring will be evaluated for Criteria 1 and 2 prior to opening the Schedule of Quantities and Prices. After all proposals have been evaluated and scored for Criteria 1 and 2, the Schedule of Quantities and Prices will be opened, and the Criteria 3 will be scored (see Section 2.1 of the Request for Proposal for Schedule of Quantities and Prices submission instructions). Scores will then be weighted and summed, as set out in the table above.

Notes on Evaluation Criteria:

- a) **"Qualifications and Experience"** refers to the experience and expertise of the Proponent team (including the experience of any identified Subcontractors) and means the experience with work or services similar to the scope and nature of the work or services required under the Contract, and the relevant expertise to perform such work or services.
- b) **"Project Methodology, Work Plan, Tasks, Schedule"** refers to the approach the Proponent intends to use in the performance of the work or services required under the Contract including strategy for material import, stream diversion, reservoir draining, tree removal and riparian area works, as well as reporting deliverables, resource availability, schedule and quality control procedures, and others. Proponents should outline available construction resources including personnel, equipment, and other resources. Include any contingency plans to address potential project risks or challenges and ensure project delivery.

Proponents should provide a detailed approach to executing the project, including key milestones, and sequencing of tasks. Proponents should demonstrate a clear understanding of project requirements and present a realistic schedule that ensures timely completion while maintaining quality and efficiency.

Proponents should provide a baseline construction schedule which identifies at a minimum, the following dates: Site mobilization, proposed access road construction (if applicable), start/completion date for riparian area works, start/completion date for cut/fill earthworks,

start/completion date for low level outlet and concrete structure removal, start/completion date for riprap installation and date of project completion.

- c) “**Fees, Unit Rates, Charges and Other Commercial Considerations**” refers to the overall amount to be paid by the Owner for the performance of the Contract, including all costs that will be incurred by the Owner and risks to be assumed by the Owner. Scores will be calculated as follows:

$$\text{Score} = \{ 1 - 1.5 \times [(\text{Proponent's Proposal Price} - \text{Lowest Proposal Price}) / \text{Lowest Proposal Price}] \} \times \text{Weighting}$$

For example, if the Proponent's Proposal Price is 10% higher than the Lowest, then the Proponent would receive $100\% - 1.5 \times (10\%) = 85\%$ of the available score. If the Proponent's is more than 66.6% higher than the Lowest, the Proponent would receive 0 points.

All criterion, other than Price, will be scored by each member of the Evaluation Committee according to the scoring rationale provided for each criterion, according to the following legend. Those scores will then be converted to a percentage and multiplied by the weighting factor to provide a weighted score. Refer to **Schedule 1** in **Appendix B** for additional descriptions pertaining to evaluation criteria.

Scoring Legend	Points Award out of 10 Maximum
Needs improvement: The submission/section/task/item being evaluated is not clearly organized, difficult to understand, and content is lacking. No evidence of understanding.	0 to 2
Developing: The Proponent has a grasp on the submission/section/task/item being evaluated but needs to spend more time organizing thoughts, adding details, and providing clarity.	3 to 4
Meets Expectations: The Proponent has provided the necessary information for the submission/section/task/item being evaluated using good content, information is correct and understood, and a logical organization of ideas is evident.	5 to 7
Above Average: The Proponent's submission/section/task/item has great content, organized well, and this team has more than just the necessary understanding required. They have a clear insight and plan to deliver.	8 to 9
Excellent: The Proponent went above and beyond, adding rich detail to the submission/section/task/item. The content is interesting and organized well. Thoughts are well described.	10

ATTACHMENT B. FORM OF PROPOSAL

Contract:	Lind Creek Dam Decommissioning
Reference No.:	CP2026-01-RFP
	(OWNERS CONTRACT REFERENCE NO.)
To:	City of Greenwood
	(OWNERS NAMES AND ADDRESS)

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

1.0 PROPONENT INFORMATION

This Proposal is submitted by:

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

2.0 RFP DOCUMENTS

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

Schedule Title	Schedule Number
RFP Submission Requirements	1
Schedule of Quantities and Prices	2
Proponent's References	3
Subcontractors	4
Proposed Amendments to Commercial Terms	5
Alternatives	6
Baseline Construction Schedule	7
Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage	8

3.0 PROPONENT'S DECLARATIONS

- a) The Proponent declares and confirms it:
- b) received, has examined and understands the RFP Documents, including the following Addenda;

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

4.0 PROPONENT'S OFFER

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

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

Authorized Signatory
Name and Title of Authorized Signatory
Date

SCHEDULE 1 – RFP SUBMISSION REQUIREMENTS

Experience and Expertise (20 Points)

- a) Provide references for three (3) projects that have been performed by the Proponent within the last five years, and that are relevant to the Project (similar size, scope). Include project name, commencement and (approximate) completion dates, location and description, client name, reference and current contact number, scope of services provided, value of fees (both original contract price and final), and key personnel named on this project that were involved. Crucial projects would include examples of watershed or water course restoration and stream flow management during construction (site isolation/bypass, pumping etc.)
- b) List relevant sub-consultants, sub-contractors and suppliers including their roles, expertise, experience, reference and history with each. Proponents should provide information on the personnel to be utilized for these services including details on the number of people per function considering safety, servicing, traffic control, communication as well as the operational aspects of the work.
- c) Identify the Project Manager and Superintendent and who will be working on the Project. Describe their role in the Project and their qualifications to successfully take on the role. Provide the resumes for both roles.

Project Methodology, Work Plan, Tasks, Schedule (40 Points)

- a) Proponents should provide detailed information describing the approach to executing the project. At a minimum, Proponents must describe:
 - i) Their approach to site access, and material import;
 - ii) Their approach to environmental protection
 - iii) Their approach to stream flow management
 - iv) Their approach to water course restoration
 - v) General site arrangements for layout and location of site office/trailer, stockpile / laydown areas etc.
- b) The proponent must describe key milestones and sequencing of the tasks. Proponents should demonstrate a clear understanding of the project requirements and present a realistic schedule that ensures timely completion while maintaining quality and efficiency.
- c) A detailed quality assurance and quality control plan outlining the Proponent's policies and procedures. Include here Proponents considerations for public relations and communications and how the Proponent might continually monitor and take on feedback and concerns from residents.

Fees, Unit Rates, Charges and Other Commercial Considerations (40 Points)

- a) The estimated quantities are indicated in **Schedule 2 – Schedule of Quantities and Prices**. Proponents should provide the unit rates to complete the respective divisions of work. Proponents should note that a portion of the work may need to be completed when outside of peak demand and/or when required by the owner or other governing authority. This should be reflected in the rates provided and no additional payment/compensation will be made for overtime or overnight work.
- b) Any exception(s) to the Owner's preferred commercial terms should be clearly stated in Schedule 6. Note that any exception or variation will be taken into account in the evaluation.
- c) Provide a Consent of Surety letter to provide Performance and Labour and Material Payment Bond 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 City.

SCHEDULE 2 – SCHEDULE OF QUANTITIES AND PRICES

- a) All prices unless expressly stated otherwise:
- i) will be deemed to be in Canadian dollars; and
 - ii) will be deemed to include all applicable duties and all costs of performing the work and all applicable taxes, except only GST.
- b) Where the Proponent does not enter a price for a payment item in the Schedule of Quantities and Prices, then that payment item shall be deemed to have been included in the other prices the Proponent entered in the Schedule of Quantities and Prices and no separate payment will be owing for that payment item.
- c) The Owner reserves the right to delete the requirement for bonds under the Contract. In such case, the Proposal Price will be reduced by the price for such bonds as entered in the Schedule of Quantities and Prices. If no price is entered for such bonds, then, pursuant to Section 7.3(b) of the RFP, and notwithstanding paragraph 4 of this Schedule 2, the Owner may request the Proponent to clarify the price for such bonds that was included in the Proposal Price.
- d) If there are any discrepancies in the Schedule of Quantities and Prices between the unit prices (if any) and the extended totals, then the unit prices will be deemed to be correct, and corresponding corrections will be made to the extended totals and the Proposal Price as may be required. If an extended total is given but the unit price has been omitted, then the corresponding unit price will be calculated from the extended total and the estimated quantity, and inserted. If there is a discrepancy between the aggregate of prices in the Schedule of Quantities and Prices and the Proposal Price, then the aggregate of prices will be deemed to be correct and the Proposal Price adjusted accordingly.
- e) Terms of Payment are provided in GC.18.0R of General Conditions and in Schedule 2 – Schedule of Quantities and Prices.
- f) Proponents should not submit unbalanced Proposal prices.
- g) The abbreviations in the Schedule Quantities and Price are defines as follows:

LS	lump sum
Ea	each
m	linear metre
vm	vertical metre
sq.m	square metre
cu.m	cubic metre

ITEM NO.	MMCD REF.	DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	AMOUNT
1.00 DIV 01 - GENERAL REQUIREMENTS						
	01 33 01	Project Record Documents				
1.01	1.8.1S	Project Record Documents	LS	1		
	01 57 01	Environmental Protection				
1.02	1.6.2S	Dewatering and Flow Management	LS	1		
2.00 DIV 31 - EARTHWORKS						
	31 11 01	Clearing and Grubbing				
2.01	1.4.1	Close Cut Clearing	m ²	4,900		
	31 24 13	Roadway Excavation, Embankment and Compaction				
2.02	1.8.14S	(OPTIONAL) Over Excavation Remove and Replace Unsuitable material	m ³	250		
2.03	1.8.4 1.8.5	Remove Existing Concrete Spillway Structure including disposal to a site approved by the Contractor Administrator	LS	1		
2.04	1.8.4 1.8.5	Remove Existing Low Level Outlet Pipe, Valve and Control Stem Pipe, including disposal to a site approved by the Contractor Administrator	LS	1		
2.05	1.8.15S	Common Excavation to Neat-Line Design c/w Placement per Ecora Engineering Drawing 220439-G1.1.	m ³	3,845		
2.06	1.8.9	Subgrade Preparation	m ²	490		
	31 32 19	Geosynthetics				
2.07	1.6.1	Non-Woven Geotextile – 8oz	m ²	490		
	31 37 10	Rip Rap				
2.08	1.4.1	Class 100 Rip Rap to be choked with 150mm (-) Pit Run Gravel - 0.7m thick	m ²	165		
2.09	1.4.1	Class 100 Rip Rap - 0.7m thick	m ²	325		
3.00 DIV 32 - ROADS AND SITE IMPROVEMENTS						
	32 92 20	Seeding				
3.01	1.8.1	Seeding	m ²	2,710		

4.00 OPTIONAL WORKS - DIV 32 - ROADS AND SITE IMPROVEMENTS - SITE ACCESS ROAD						
01 57 01 Environmental Protection						
4.01	1.6.3S	Access Road Decommissioning	LS	1		
31 11 01 Clearing and Grubbing						
4.02	1.4.1	Clearing and Grubbing	m ²	3,179		
31 24 13 Roadway Excavation, Embankment and Compaction						
4.03	1.8.15S	Common Excavation - Cut to Fill to Neat Line Design	m ³	1,085		
32 91 21 Topsoil and Finish Grading						
4.04	1.4.1	Supply and Install Topsoil 100mm Thickness – Access Road Side Slopes	m ²	654		
32 92 20 Seeding						
4.05	1.8.1	Seeding – Access Road Side Slopes	m ²	1,370		

SCHEDULE 3 – PROPONENTS REFERENCES

The Proponent should list at least three recent Canadian customer references where the Proponent has provided similar work to the work required by the Owner as described in the RFP. Include the name of the customer, a key contact person, a telephone number for that key contact person, and a brief description of the work provided to each of these customers. The Proponent agrees that the Owner may contact any reference. The Proponent should complete and provide a separate table (using the table below) for each of its references. The Owner reserves the right to contact other parties that are known to have worked with the Proponent for reference checks and to utilize past Owner experiences with the Proponent and their subcontractors for the purpose of assessing the Proponent’s suitability

REFERENCE 1	Client Name	
	Address (City and Country)	
	Contact Name	
	Title of Contact	
	Telephone No.	
	Email Address	
	Length of Relationship	
	Type of work Provided to this Client	
	Original Contract Value	
	Final Contract Value	
REFERENCE 2	Client Name	
	Address (City and Country)	
	Contact Name	
	Title of Contact	
	Telephone No.	
	Email Address	
	Length of Relationship	
	Type of work Provided to this Client	
	Original Contract Value	
	Final Contract Value	
REFERENCE 3	Client Name	
	Address (City and Country)	
	Contact Name	
	Title of Contact	
	Telephone No.	
	Email Address	
	Length of Relationship	
	Type of work Provided to this Client	
	Original Contract Value	
	Final Contract Value	

SCHEDULE 4 – SUBCONTRACTORS

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

The Proponent agrees that the Owner may contact any proposed subcontractor and agrees, for and on behalf of any proposed subcontractor, that the Owner may contact any reference. If the Proponent will be required to utilize the proposed contractors in the execution of the project. Subcontractors are not to be substituted without the written consent of the Owner.

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

SCHEDULE 7 – BASELINE CONSTRUCTION SCHEDULE

The Proponent should provide a Baseline Construction Schedule having regard to SGC 4.6.1, the milestone dates listed below, and any other conditions or milestone dates set out in the Contract Documents.

- Date of Substantial Performance: October 31, 2026

SCHEDULE 8 – RELATIONSHIP DISCLOSURE STATEMENT CONFLICT OF INTEREST AND UNFAIR ADVANTAGE

In accordance with Section 9.7 of the RFP, the Proponent declares on its own behalf and on behalf of each member of the Proponent's team that:

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

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

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

“Proponent’s team” means:

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

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

ATTACHMENT C. CONTRACT DOCUMENTS

A complete list of all Contract Documents is listed in Schedule 1 of the Form of Agreement and will form the Contract that the City will enter with the Preferred Proponent, should a Contract be executed at the conclusion of the process outlined in Section 8 of the RFP. This Attachment provides the following Contract Documents:

Form of Agreement

The Contract will be the MMCD 2019 Form of Agreement.

Supplementary General Conditions

The Contract will be the MMCD 2019 General Conditions (available at www.mmcd.net), which are modified by the Supplementary General Conditions and the MMCD Supplementary Updates provided in this Attachment.

Supplementary Specifications

The Work shall be performed in accordance with the MMCD 2019 Standard Specifications (available at www.mmcd.net), the Supplementary Specifications, and the MMCD Supplementary Updates provided in this Attachment.

Contract Drawings and Reports

The Work shall be performed as per the Contract Drawings described in Schedule 1 of the Form of Agreement and the MMCD 2019 Standard Detail Drawings (available at www.mmcd.net). Note: The Contract Drawings are provided as a separate PDF file to this RFP.

Owner: City of Greenwood
(NAME OF OWNER)

Contract: Lind Creek Dam Decommissioning
(TITLE OF CONTRACT)

Reference No. CP2026-01-RFP
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Greenwood
(NAME OF OWNER)
(the "Owner")

AND: _____

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | | |
|------------------|--|-----|--|
| Article 1 | The Work Start /
Completion Dates | 1.1 | The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents. |
| | | 1.2 | The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before <u>October 31, 2026</u> subject to
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
the provisions of the Contract Documents for adjustments to the Contract Time.

<i>Substantial Performance to be provided in the successful Proponents Baseline Construction Schedule as part of their submission to the RFP.</i> |
| | | 1.3 | Time shall be of the essence of the Contract. |
| Article 2 | Contract Documents | 2.1 | The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor. |
| | | 2.2 | The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents. |

Article 3	Contract Price	3.1	The price for the <i>Work</i> (" <i>Contract Price</i> ") shall be the sum in Canadian dollars of the following
		3.1.1	the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i> ; plus
		3.1.2	all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i> , for items relating to or incorporated into the <i>Work</i> ; plus
		3.1.3	any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i> , approved in accordance with the provisions of the <i>Contract Documents</i> .
		3.2	The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the <i>Work</i> .
Article 4	Payment	4.1	Subject to applicable legislation and the provisions of the <i>Contract Documents</i> , the <i>Owner</i> shall make payments to the <i>Contractor</i> .
		4.2	If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <i>Contract Documents</i> then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.
Article 5	Rights and Remedies	5.1	The duties and obligations imposed by the <i>Contract Documents</i> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
		5.2	Except as specifically set out in the <i>Contract Documents</i> , no action or failure to act by the <i>Owner</i> , <i>Contract Administrator</i> or <i>Contractor</i> shall constitute a waiver of any of the parties' rights or duties afforded under the <i>Contract</i> , nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <i>Contract</i> .
Article 6	Notices	6.1	Communications among the <i>Owner</i> , the <i>Contract Administrator</i> and the <i>Contractor</i> , including all written notices required by the <i>Contract Documents</i> , may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below:
			The <i>Owner</i> : City of Greenwood 202 S Government Street Greenwood, BC V0H 1J0

Fax: _____
Email: corporate@greenwoodcity.ca
Attention: Brooke McCourt

The *Contractor*:

Fax: _____
Email: _____
Attention: _____

The *Contract Administrator*:

ISL Engineering and Land Services Ltd.
1952 Columbia Avenue
Rossland, BC V0G 1Y0

Fax: _____
Email: hkorn@islengineering.com
Attention: Hanna Korn, E.I.T.

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 1.1.4 immediately upon delivery, if delivered by hand; or
 - 1.1.5 immediately upon transmission if sent by email and received in hard copy; or
 - 1.1.6 after 5 *Days* from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by fax will not be accepted.

Article 7 General

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

City of Greenwood

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

SCHEDULE 1 – SCHEDULE OF CONTRACT DOCUMENTS

**Schedule 1 Schedule of
Contract
Documents**

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

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

- 1.1 Agreement, including all Schedules
- 1.2 MMCD Supplemental Updates:
 2025-04-18
 2024-05-23
 2022-04-07
 2021-04-23
- 1.3 Supplementary General Conditions
- 1.4 General Conditions*
- 1.5 Supplementary Specifications
- 1.6 Specifications*
- 1.7 Supplementary Detail Drawings
- 1.8 Standard Detail Drawings*
- 1.9 Form of Proposal, including all Schedules
- 1.10 Contract Drawings listed in Schedule 2 to the Agreement –“List of Contract Drawings”
- 1.11 RFP Documents
- 1.12 The following Addenda:

SUPPLEMENTARY GENERAL CONDITIONS

General Conditions #	Paragraph #	Title	Action
3	.2	Authority	Delete GC3.2.2 and replace with: "Nothing contained in the <i>Contract Documents</i> shall create any contractual relationship or other relationship recognized by law between the <i>Contract Administrator</i> and the <i>Contractor</i> , subcontractors, suppliers, or their agents, employees or other persons performing any of the <i>Work</i> ."
	.3	Contract Administration	Delete GC3.3.5 and replace with: "The Owner shall provide the Contractor with three survey control points at the Place of the Work, and relative coordinates of the major portions of the Work. The Contract Administrator may conduct survey checks of the Work at his discretion. The Contractor shall provide a survey assistant, at the Contractor Administrators request, for such survey checks. The Contractor shall protect and preserve such survey control points for so long as they are required for the Work and if any of them must be replaced because they are disturbed or destroyed by the Contractor, then the Contractor shall pay the costs of such replacement."
4.3	.1	Protection of <i>Work</i> , Property and the Public	Add: Within the terms of this clause, the <i>Contractor</i> is responsible for the protection of existing power, telephone poles, fibre optic lines and other facilities of utility companies during the term of the <i>Contract</i> .
	.4		Delete GC 4.3.4 and replace with the following: Before commencing any <i>Work</i> at the <i>Place of the Work</i> , the <i>Contractor</i> shall be responsible to locate in three dimensions all underground utilities and structures indicated on the <i>Contract Documents</i> as being at the <i>Place of the Work</i> . The <i>Contractor</i> shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the <i>Place of the Work</i> , to locate in three dimensions all underground utilities for which they have records. The <i>Contractor</i> shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the <i>Place of the Work</i> . The <i>Contractor</i> shall contact BC One Call at least 48 hours prior to excavating to advise of the <i>Work</i> .
4.5	.1	Errors, Inconsistencies or Omissions in the <i>Contract Documents</i>	GC4.5.1 are amended:

			<p>(i) by deleting “or omission” wherever it appears and substituting “omission or any incorrect, inaccurate or misrepresented fact”, and</p> <p>(ii) by deleting “or omissions” wherever it appears and substituting “omissions or incorrect, inaccurate or misrepresented facts”.</p>
	.4		<p>Add GC4.5.4:</p> <p>“If Additional Instructions are required to address any error, inconsistency, omission or incorrect, inaccurate or misrepresented facts, the Contractor’s inefficiencies or mismanagement, if any, shall not be taken into account when determining any impact of those Additional Instructions on the Contract Price or the Contract Time.”</p>
4.6	.2	Construction Schedule	GC4.6.2 is amended by deleting “monthly” and substituting “monthly or within a shorter time period specified in the <i>Contract Documents</i> ”.
4.12	.5	Tests and Inspections	GC4.12.2.5 (1) and (2) are amended by deleting “timely notice” and substituting “not less than two days”.
6.2	.1	Coordination and Connection	<p>Add:</p> <p>The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC Gas, Fortis BC Elec, Shaw Cable, other utility corporations, or <i>Owner Forces</i> for work required to be undertaken on this <i>Contract</i>.</p>
7.4	.2	Optional Work	<p>Add GC 7.4.2:</p> <p>All items included in the <i>Schedule of Quantities and Prices</i> which shall be stated to be Optional Work shall be used only as directed and at the sole discretion of the <i>Contract Administrator</i>.</p>
	.3		<p>Add GC 7.4.3:</p> <p>All or any unused portion of these sums shall revert to the City and shall be deducted from the Contract Price before final payment is made. No claim for lost profit shall be made by the <i>Contractor</i> for the deletion of any or all of these optional items.</p>
9.2	.1(1)	Valuation Method	<p>Add:</p> <p>; subject to final approval of available funding by the <i>Owner</i>.</p>
	.4		GC9.2.4 is amended by deleting “unless at the time of the agreement the <i>Contractor</i> expressly reserved in writing the right to claim for additional payment or Contract Time adjustments.”
9.4	.3	Quantity Variations	<p>Delete GC 9.4.3 and replace with the following:</p> <p>A revised unit price shall be applicable and calculated as follows:</p>

			<p>1) in the case of a shortfall of more than the <i>Variance Threshold Percentage</i>:</p> <p>a) the revised unit price shall apply to all of the actual amount of that item constructed or provided; and</p> <p>b) the revised unit price shall be determined so that the <i>Contractor's</i> total compensation for that item will be equal to the actual quantity multiplied by the tender unit price plus an amount equal to the overhead and profit, if any, the <i>Contractor</i> would have received for the quantity difference between the <i>Tender Quantity</i> as reduced by the <i>Variance Threshold Percentage</i> and the actual quantity; and</p> <p>2) in the case of an overrun of more than the <i>Threshold Variance Percentage</i> of the <i>Tender Quantity</i> for that item:</p> <p>a) the original unit price shall apply to the <i>Tender Quantity</i> for that item plus the <i>Threshold Variance Percentage</i> and the revised unit price shall apply only to the quantity in excess of the <i>Threshold Variance Percentage</i>, and</p> <p>b) a revised unit price, applicable to the quantity in excess of <i>Tender Quantity</i> plus the <i>Threshold Variance Percentage</i> for that item, shall be determined so that the <i>Contractor</i> receives an amount or revised unit prices as agreed by the parties, or failing agreement the actual costs of the excess plus markups as provided by GC 10.1.</p>
10.3	.1	Submit Accurate Records	<p>Delete GC 10.3.1 and replace with:</p> <p>The Contractor Shall, for each Day, keep an accurate, complete and up-to-date record, in a form satisfactory to the Contract Administrator, showing, on a shift-by-shift basis, all Contractor and Subcontractor labour, equipment and materials to be paid by Force Account. The Contractor shall submit such Force Account reports to the Contract Administrator within 5 working days of the completion of the Force Account task, for certification by the Contract Administrator. Failure to do so will permit the Contract Administrator to deny payment for said Force Account work. The Contract Administrator, at his or her discretion may consider Force Account submission date extensions, however; granting of such extensions shall be on a case by case basis and shall not constitute a waiver of the 5 working day submission requirement for future Force Account submissions.</p>
11.1	.1	Concealed or Unknown Conditions Definition	<p>GC 11.1.1(3) is deleted and the following substituted: "(3) differs materially and substantially from: i. the conditions of the Place of the Work that would have been evident to or reasonably foreseeable by a</p>

			Contractor who was qualified to undertake the Work, and ii. any information in the Tender Documents or otherwise made available by the Owner with respect to any conditions of the Place of the Work that would not have been evident to or reasonably foreseeable by a contractor who was qualified to undertake the Work”.
13.1	.1	Delay by <i>Owner</i> or <i>Contract Administrator</i>	Add: (3) The <i>Owner</i> or <i>Contract Administrator</i> will not be liable for claims for delay caused by applicable third parties, including, but not limited to BC Hydro, TELUS, Fortis BC Gas/Elec, Shaw Cable, Food delivery trucks or City forces for work required to be undertaken on this <i>Contract</i> .
13.9	.1	Liquidated Damages for Late Completion	GC 13.9.1.1 is amended by deleting “\$500 per day” and substituting “\$1,500 per day”.
15.3	.1	Termination	GC 15.3.1 (1) is deleted and the following substituted: “(1) be entitled to: (i) take possession of the <i>Place of the Work</i> and the materials to be incorporated into the <i>Work</i> wherever they are located including materials ordered for the <i>Work</i> but not yet delivered, (ii) utilize the construction machinery and equipment, subject to the right of third parties, and (iii) complete the <i>Work</i> by whatever method the <i>Owner</i> may consider expedient, and
18.2	.1	Supporting Documentation	Add: The <i>Contractor</i> shall not work on the <i>Site</i> or deliver materials for which delivery slips submitted to the <i>Owner</i> are the basis of payment unless the <i>Site Inspector</i> is present. However, if the <i>Contract Administrator</i> deems these requirements inappropriate then this requirement may be waived.
18.9	.1	Waiver of Claims	GC18.9.1 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of contract by the <i>Owner</i> , its employees, agents or officials, or 2) the negligence or wrongful acts of the <i>Owner’s</i> consultants or the <i>Contract Administrator</i> , but does not include claims made by <i>the Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract</i>
	.2		Documents and delivered to the <i>Contract Administrator</i> prior to date of Substantial Performance and still unsettled. GC 18.9.2 is amended by deleting the last sentence and substituting the following: This waiver of claims shall include without limitation those claims that might arise from: 1) the negligence or breach of <i>Contract</i> by the <i>Owner</i> , its employees, agents’, or officials, or

			2) the negligence or wrongful acts of the <i>Owner's</i> consultants or <i>Contract Administrator</i> , but does not include claims made by the <i>Contractor</i> in writing prior to such application in accordance with the provisions of the <i>Contract Documents</i> and delivered to the <i>Contract Administrator</i> and still unsettled.
20.4	.2	Environmental Laws	GC20.4 is amended by adding the following: 20.4.2 The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing the <i>Work</i> in breach of any applicable Federal or Provincial or municipal environmental laws, regulations, or orders.
21.2	.1	Contractor is "Prime Contractor"	Replace " <i>Substantial Performance</i> " with " <i>Total Performance</i> ".
21.3	.3	Compliance with Workers' Compensation Requirements	Add to Clause: "The <i>Owner</i> shall be entitled to retain a holdback out of the <i>Contract</i> funds in an amount reasonably determined by the <i>Owner</i> as being sufficient to cover the <i>Contractor's</i> outstanding liabilities to WorkSafeBC arising out of the <i>Work</i> performed under this <i>Contract</i> until the <i>Owner</i> receives a statement from WorkSafeBC that the <i>Contractor</i> has satisfied all of its liabilities to WorkSafeBC in relation to such <i>Work</i> ."
24	.1(2)	Required Insurance	Delete GC 24.1.1 (2) and replace with the following: (2) Commercial General Liability Insurance covering bodily injury and property damage on an Occurrence form. Limits for Bodily Injury and Property Damage (inclusive) \$5,000,000 per Occurrence and a General Aggregate of not less than \$10,000,000. The insurance shall include <i>Owner</i> and <i>Operator's</i> Protective Liability, and Contractual Liability of sufficient scope to include the liability assumed by the <i>Contractor</i> under the terms of this <i>Contract</i> , including Sudden and Accidental Pollution Liability in an amount not less than the policy limit and providing coverage that is not less than that provided by the Insurance Bureau of Canada wording on its form IBC 2336 (August, 2007), and Completed Operations Liability. The policy shall include the <i>Owner</i> and the <i>Contract Administrator</i> as Additional Insured with a Cross Liability clause. Any deductible shall be for the account of the <i>Contractor</i> and shall not exceed \$2,500 for any one occurrence.
25.1	.2	Correction of Defects	Add to Clause: "Where in the opinion of the <i>Owner</i> , delay would cause serious loss or damage, repairs may be made without notice being sent to the <i>Contractor</i> and all expenses incurred will be charged to the <i>Contractor</i> ." After

			<p><i>Substantial Performance</i>, in the event of any defect or deficiency in a watermain or any works associated with a watermain, repairs may only be carried out by the <i>Owner</i>, and all costs and expenses incurred by the <i>Owner</i> in doing so shall be paid by the <i>Contractor</i>.”</p>
	.3		<p>GC25. 1.3 is deleted and the following substituted: 25.1.3 The Owner shall provide the <i>Contractor</i> with access, at all reasonable times, to the location of any defect or deficiency described in this GC to enable the <i>Contractor</i> to correct the defect or deficiency but the <i>Contractor</i> shall be responsible for</p> <ol style="list-style-type: none"> 1) exposure of the defect or deficiency in order to correct or repair the defect, deficiency, 2) the restoration of the <i>Work</i> or other property that is disturbed or damaged in the course of <ol style="list-style-type: none"> (i) exposing the defect or deficiency, or (ii) correcting or repairing the defect or deficiency, and 3) all risks associated with any activity described in paragraphs (1) and (2).
26.1	.1	Partial Use	<p>GC26. 1. 1 is amended by deleting “on written approval of the <i>Contract Administrator</i>” and substituting “with prior written notice to the <i>Contract Administrator</i>”.</p>
27.0	.1	Compensation	<p>The following schedules (B&C) will form the labour costs as described in GC 10.0 - Force Account. The rates entered should be calculated as follows:</p> <ul style="list-style-type: none"> • labour at the actual cost to the Contractor, including all amounts paid for labour and all related taxes, assessments payable as required by any statutory scheme such as Workers Compensation, unemployment insurance, holiday pay, insurance, and all employee benefits.
	.2	Overtime	<p>Any costs incurred due to approved overtime by the Contract Administrator, will be subject only to the following multiplication:</p> <ul style="list-style-type: none"> • 1.5 x weekday (over and above 8hrs of a standard work day) • 1.5 x Saturday • 2.0 x Sunday <p>Multiplication of the wage of the employee (ie it will not include the remuneration costs) will be subject to the above multiplication factor.</p>

Schedule 17.5.3

Letter Agreement with Referee

(Name and Address of Referee)

Contract: Lind Creek Decommissioning
(TITLE OF CONTRACT)

Reference No. CP2026-01-RFP
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The City of Greenwood
(NAME OF OWNER)
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

We write to confirm your appointment as a *Referee* under the above *Contract*. The terms of your appointment are as contained in GC 17.5 of the *Contract Documents*. The parties specifically confirm GC 17.5.5, GC 17.5.13 and GC 17.5.14.

We confirm that you agree to review any *Disputes* in accordance with the *Contract Documents* that may be sent to you by either of the parties, and perform the functions of a Referee as described in the *Contract Documents*. The written *Dispute* and related materials, including a copy of the *Contract Documents*, shall be forwarded to you.

SUPPLEMENTARY SPECIFICATIONS

MMCD Section 01 01 01S

General Requirements

- | | | | |
|--|-----|-----|--|
| 1.0 MASTER MUNICIPAL CONSTRUCTION DOCUMENTS | Add | 1.1 | The Supplementary Specifications contained herein must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, RFP Version. |
| 2.0 FORMAT AND NUMBERING SYSTEM | | 2.1 | The Supplementary Contract Specifications follow the same format and numbering system as the Master Municipal Specifications, but is differentiated from it by having the letter "S" placed after the section number. |
| 3.0 CONSTRUCTION SURVEY LAYOUT | | 3.1 | The Contract Administrator will provide survey control CAD files for this Contract. The Contractor shall be responsible for the detailed setting out of the. The Contractor will be responsible for the detailed survey of the site to execute construction. |
| | | 3.2 | Payment for survey layout shall be considered incidental to the work performed and no additional payment will be made to the contractor. |
| 4.0 DESCRIPTION OF WORK | | 4.1 | <p>The work can be described as follows:</p> <p>Removal of the existing dam embankment, concrete spillway control structure, low-level outlet, valve, control stem, any other dam appurtenances found during excavation, as well as flow diversion, reservoir drawdown, dewatering, sediment management, channel reconstruction, and installation of erosion protection works, and the reconstruction of the historic channel and installation of erosion protection elements as outlined in the Supplementary Specifications and in Ecora Engineering's Lind Creek Dam Decommissioning Report. The Work also includes flow diversion, reservoir drawdown, dewatering, sediment management, and channel stabilization required to complete the decommissioning works. The successful proponent shall design and implement dewatering and flow diversion systems capable of managing flows up to the 1:10 year seasonal flow event.</p> <p>Site access is a concern as the existing access road is approximately 700m long and has a minimum width at a choke point of 2.1m. The successful proponent may choose to construct a proposed access road to the site, which enters off Lind Creek Road, if the existing access road isn't a feasible option. The alignment and profile of the proposed access road is included in the Contract Documents, and the associated quantities are included as</p> |

Optional Items in the Schedule of Quantities and Prices.

The Proponent shall provide mitigation measure to achieve clean discharge to Lind Creek during and after construction.

The Proponent shall assume that all excavated material can be placed on site.

The Proponent shall comply with all requirements, considerations and specifications included in Ecora Engineering Lind Creek Dam Decommissioning Report.

All instream works shall take place between August 7, 2026 and September 30, 2026.

5.0 OPTIONAL WORK

5.1 All items included in the Schedule of Quantities and Prices, which shall be stated to be Optional Work, shall be used only as directed and at the sole discretion of the Contract Administrator.

All or any unused portion of these sums shall revert to the Owner and shall be deducted from the Contract Price before final payment is made.

6.0 DUST AND MUD CONTROL

6.1 The Contractor shall make every reasonable effort to minimize the creation of dust or mud by his/her operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; frequent watering of dirt access and egress routes; watering of the construction areas; re-routing of traffic; modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the City. Refer to MMCD Section 31 15 60, Dust Control, for General Products and Execution.

Payment for the above items will be considered to be incidental to the work performed and no additional payment will be made to the Contractor.

7.0 MATERIALS TESTING

7.1 Materials and density testing will be carried out by the Contractor as directed by the Contract Administrator. Any independent testing for quality assurance carried out by the Contract Administrator will be paid for by the Owner. Where initial tests fail and subsequent testing is deemed necessary by the Contract Administrator, the cost of the subsequent testing shall be the responsibility of the Contractor.

If the Contact Administrator requests additional tests on the project by the Contractor's appointed testing

agency, the Contractor shall not claim for any cost associated with the delay of testing i.e. standby or return trips.

8.0 ENVIRONMENTAL PROTECTION

8.1 The Contractor is advised that he/she is responsible for all of the necessary measures required to prevent the transportation of any silt or other deleterious material from the site into any fish bearing watercourses or their tributaries. All requirements of the Ministry of Environment, Lands and Parks, Fish and Wildlife Branch and Fisheries & Oceans Canada, with respect to air, earth and water pollution, must be strictly adhered to.

9.0 METRIC UNITS OF MEASUREMENT

9.1 All the units of measurement for payment in this Contract are metric units as modified by the internationally agreed S.I. Units (System International).

However, as the construction industry is not entirely converted to S.I. Units, some conversions will need to be made for purpose of month end and Final Progress Estimates.

The following conversion factors will be used in this Contract:

1 ton	=	0.907 tonnes
1 cubic yard	=	0.765 cubic metres
1 foot	=	0.3048 metres

10.0 DISPOSAL SITE

10.1 The Contractor is responsible for the provision of all off-site disposal sites for materials that are to be removed from the construction sites in this Contract.

10.2 The Contractor is responsible for all fees, permits and costs associated with the off-site disposal of materials.

11.0 PERMITS FROM OUTSIDE AGENCIES

11.1 The Contractor is responsible to obtain and pay for all permits required from outside agencies.

END OF SECTION

MMCD Section 01 33 01

Project Record Documents

1.7 RECORDING
ACTUAL SITE
CONDITIONS

Add

1.7.5(S)

The Contractor will keep one set of drawings on-site that will be marked up in red ink identifying all work completed and any changes made during the construction. This copy will be turned over to the Contract Administrator following completion of all works.

The Contractor will complete topographic site surveys using the project coordinate system and **deliver an AutoCAD** file with all of the final locations and elevations of the surface and underground works.

The Contractor shall be responsible for the detailed setting out of the work and recording all data required to compile record drawings.

1.8 PAYMENT

Delete 1.8.1
and Replace
With

1.8.1(S)

Payment for recording data for record drawings shall be on a lump sum basis. Payment will be made on the acceptance of as-built survey and drawings. Payment for recording data for record drawings shall be considered incidental to the work performed and no additional payment will be made to the contractor.

END OF SECTION

MMCD Section 01 55 00

Traffic Control, Vehicle Access and Parking

- | | | | | |
|-----|-------------------------------|-------------------------------|----------|--|
| 1.0 | GENERAL | Delete 1.0.4 and Replace with | 1.0.4(S) | A minimum of 72 hours notice, or as otherwise required by local bylaws, must be provided to local police, fire departments, emergency services, and municipal works prior to beginning construction. The <i>Contractor</i> will be responsible for complying with the requirements of each authority listed. |
| 1.2 | TEMPORARY ACCESS ROADS | Delete 1.2.2 and Replace with | 1.2.2(S) | "Do not close any lanes of road or highway without approval of the Owner. Before re-routing traffic erect suitable signs and devices as approved by the Contract Administrator." |
| 1.4 | TRAFFIC MANAGEMENT | Add | 1.4.1(S) | The Contractor is responsible for all temporary traffic control on the streets within this contract. The Contractor will meet all the standards and conditions of the Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways. The Owner will not control or direct the traffic control activities of the Contractor but may require an immediate stop to any work where, in the Contract Administrator's opinion, the provided traffic control does not meet the requirements of the Agreement. |

END OF SECTION

MMCD Section 01 57 01

Environmental Protection

1.0 GENERAL

Add

1.6.2(S)

The contractor shall prepare engineered plans for the stream diversion works based on 1:10 seasonal flow. The diversion method is the sole responsibility of the contractor. Stream diversion must include appropriate methodology to prevent discharge of turbid waters downstream, meet standard practices and approved by contractors and project engineers and follow BMPs set out in the CEMP. All dewatering activities will be monitored by the engineering professional and/or QEP. Works must comply with Ecora Engineering's Lind Creek Dam Decommissioning Study.

Add

1.6.3(S)

Upon completion of construction activities, the Contractor shall fully decommission the proposed access road and associated disturbed areas as directed by the Owner or Engineer.

Decommissioning shall include, but not be limited to, the complete removal of all physical features and site modifications that alter pre-construction drainage patterns or overland flow conditions.

The intent of this requirement is to restore the site to its pre-disturbance hydrologic condition to the maximum extent practicable and to restore sheet flow drainage conditions.

Erosion Control and Stabilization

All decommissioned areas shall be stabilized using approved methods to prevent erosion, sediment transport, or channel formation until natural vegetative recovery is achieved or permanent stabilization measures are established.

Final Condition Standard

Decommissioned areas shall not exhibit evidence of concentrated flow, preferential drainage channels, or artificial conveyance of surface water. The final condition shall be subject to inspection and approval by the Contract Administrator, who may require additional corrective measures if hydrologic restoration is deemed incomplete.

Payment shall include all efforts, labour, equipment, material and resources required to complete.

END OF SECTION

MMCD Section 31 24 13

Roadway Excavation, Embankment and Compaction

- 1.8 PAYEMENT Add 1.8.14(S) Payment for over excavation will apply to areas which require excavation of existing unsuitable materials below subgrade. Areas to be over excavated must be authorized by the Contract Administrator prior to over excavation. The Work includes excavation, onsite disposal, supply and placement of approved native material, grading, and compaction to specified densities. The areas of excavation will vary in size and small areas may be isolated and independent of each other.

Payment will be made per cubic metre of over excavation as defined above and by measurement of the over excavated area.

- 1.8.15(S) Works shall include all effort, equipment and materials necessary to excavate, haul and place to construct the temporary proposed access road. Excess cut material shall be placed/blended adjacent to the access road. The volumes listed in the Contract Documents reflect the overall cut and fill volumes required. They do not consider topsoil stripping, gravel surfacing or any other road construction element. It is the Contractors responsibility to determine the required road cross section, cross section elements, horizontal and vertical geometry necessary to allow for the safe transport of project materials along the access road. There shall be no additional payment for any additional efforts that the Contractor deems necessary, nor for any additional earthwork quantities that are required for geometric changes that the Contractor selects. These quantities will be paid at 100% their value, irrespective of design alterations that the Contractor chooses. Bedrock, if encountered, shall be paid via GC 10.0 Force Account.

The Ecora Engineering Lind Creek Dam Decommissioning Report includes a plan and profile drawing for an optional and proposed temporary access road. ISL Engineering has included an updated drawing in the Contract Documents package that updates the temporary access road alignment and profile to achieve a maximum 30% grade. The values included in the Schedule of Quantities reflect the ISL Engineering temporary Access Road Design.

It is noted that the proposed access road alignment conflicts with an existing Recreation Sites and Trails of British Columbia (RSTBC) trail in two locations. Construction of the proposed access road shall include the closing of this trail during construction works. The Proponent is required to install Trail Closed signage at each limit of construction. All temporary signage costs will be considered incidental to the project works.

END OF SECTION

ATTACHMENT D. REFERENCE INFORMATION

The following documents are provided as Reference Information only, and will not form part of the Contract Documents, in any final Contract executed by the City: