



## **REGIONAL DISTRICT of Fraser-Fort George**

**Invitation to Tender CS 14-02  
Tete Jaune Community Hall Improvements  
14270 Blackman Road, Tete Jaune, BC**

**Closing Date: May 23, 2014 at 2:00 p.m.**



Prepared by:

**Regional District of Fraser-Fort George**  
155 George Street, Prince George, BC V2L 1P8  
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676  
<http://www.rdffg.bc.ca>

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## **INVITATION TO TENDER**

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders from qualified suppliers for the provision of materials, labour, supervision, tools and equipment necessary to perform the improvements for the Tete Jaune Community Hall in Tete Jaune, BC, as specified in this Invitation to Tender (ITT).

Sealed tenders will be received by Natalie Wehner, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, V2L 1P8, up to 2:00 p.m., on Friday, May 23, 2014. Tenders must be sealed and returned in an envelope marked “**Tete Jaune Community Hall Improvements - Invitation to Tender CS 14-02**”. The responding organization or individual must have their name and full mailing address clearly marked on the outside of the tender envelope. Tenders will be opened in public at 2:15 p.m. on Friday, May 23, 2014 at the Regional District office. Late proposals will not be accepted and will be returned unopened to the proponent.

Invitation to tender documents may be obtained on, or after Tuesday, May 6, 2014:

- A) In a PDF (Public Document Format) file format from the Regional District’s website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca) , or
- B) In hard copy format from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, B.C. between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding statutory holidays.
- C) In hard copy format from the Village of Valemount office, 735 Cranberry Lake Road, Valemount, BC, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding statutory holidays.
- D) on the *BC Bid*<sup>®</sup> website [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

**A mandatory site meeting will be held for all prospective tenderers. The meeting is scheduled to start promptly at 1:00 p.m. on Thursday, May 15, 2014 at the Tete Jaune Community Hall, 14270 Blackman Road, Tete Jaune, BC. Tender submissions from tenderers who did not attend the mandatory site meeting will not be considered.**

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all tenders. **Facsimile tenders and electronic tenders will NOT be accepted.**

**All questions relating to this project must be directed to the project manager:**

Hank Hanson, Senior Building Inspector  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959  
Fax: 250-562-8676  
Email: [hhanson@rdffg.bc.ca](mailto:hhanson@rdffg.bc.ca)

## INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George invites tenders for:

**Regional District of Fraser-Fort George  
Invitation to Tender CS 14-02  
Tete Jaune Community Hall Improvements**

**Tenders not submitted in strict accordance with these instructions, or not complying with the requirements identified in this document, may be rejected. Tenders must be signed by a person with authority to do so. Unsigned tenders will be rejected.**

### 1. TENDER DOCUMENTS

Tender documents may be obtained on or after Tuesday, May 6, 2014:

- A) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca),
- B) in hard copy format from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, B.C. between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding statutory holidays,
- C) in hard copy format from the Village of Valemount office, 735 Cranberry Lake Road, Valemount, BC, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding statutory holidays, or
- D) on the *BC Bid*<sup>®</sup> website [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

It is the sole responsibility of the tenderer to ascertain that they have received a full set of invitation to tender documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of invitation to tender documents.

Inquiries relating to this tender must be in writing and directed to the project manager:

Hank Hanson, Senior Building Inspector  
Regional District of Fraser-Fort George, 155 George Street, Prince George, BC V2L 1P8  
Phone: 250-960-4400 / Fax: 250-562-8676 / Email: [hhanson@rdffg.bc.ca](mailto:hhanson@rdffg.bc.ca)

**A mandatory site meeting will be held for all prospective tenderers. The meeting is scheduled to start promptly at 1:00 p.m. on Thursday, May 15, 2014 at the Tete Jaune Community Hall, 14270 Blackman Road, Tete Jaune, BC. Tender submissions from tenderers who did not attend the mandatory site meeting will not be considered.**

### 2. ACKNOWLEDGEMENT LETTER

Upon receipt of this document, a potential tenderer will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter (page 14) to the attention of Hank Hanson, Project Manager.

A tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a tender.

**Any tenderer who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.**

### 3. CLOSING DATE AND OPENING OF TENDERS

Sealed Tenders will be received by Natalie Wehner, General Manager of Financial Services, at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, no later than 2:00 p.m. local time on Friday, May 23, 2014, to be opened in public on Friday, May 23, 2014, at 2:15 p.m. in the Regional District office at 155 George Street, Prince George, BC.

### 4. INTRODUCTION AND BACKGROUND

The Regional District invites tenders for the provision of materials, labour, supervision, tools and equipment necessary to perform the improvements to the Tete Jaune Community Hall. The Tete Jaune Community Hall and grounds are the central gathering place for residents of Tete Jaune and area. The structure will receive upgrades that will include new windows, upgraded washrooms and construction of a covered deck and accessibility ramp. Sources of funding for this project are local resident taxpayers, grant funds, and in-kind work provided by volunteers. The building is a well-used public facility so it is important that all work is done as efficiently as possible with the least amount of disruption to the operation of the building.

**Although the Project may not be completed at the time, the Community Hall must be fully functional for an event scheduled to take place at the facility during the weekend of September 12 to September 14, 2014.**

### 5. PURPOSE

The intention of the tender is to award a contract to a proponent that can demonstrate the ability to deliver a high quality product, professional installation, and appropriate warranties for the product and installation work.

### 6. TENDER SUBMISSIONS

Tenderers will complete and submit pages 16 through 20, including all signed copies and addenda issued, as well as provide a start to completion work plan, and submit three (3) copies in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission:**

- i) Attention Natalie Wehner, General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8
- ii) Invitation to Tender CS 14-02  
Tete Jaune Community Hall Improvements
- iii) Responding individual or organization's name and address.

Tenders submitted by fax or electronically will **NOT** be accepted.

**The Regional District will not be responsible for any costs incurred by the tenderer which may result from the preparation or submission of documents pertaining to this tender call.** The accuracy and completeness of the tender is the tenderer's responsibility. Should errors be discovered, they will be corrected by the tenderer at their expense.

Any tender received after the closing date and time Friday, May 23, 2014, at 2:00 p.m. will be considered disqualified and will be returned unopened to the tenderer.

## **7. REGIONAL DISTRICT'S RIGHT TO REJECT TENDER**

The lowest or any tender will not necessarily be accepted. The Regional District reserves the right to waive informalities in the tender, reject any or all tenders or accept the tender deemed most favourable in the interests of the Regional District and at its sole discretion, without prejudice.

If a tender contains a defect or fails in some way to comply with the requirements of the tender documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the tender.

The Regional District reserves the discretion to reject any tender submitted by a tenderer where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that tenderer (or in the case of a tender submitted by a tenderer who is an individual person), where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this tender, the tenderer further confirms that neither the tenderer (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the tenderer is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any tender submitted by a tenderer submitted who is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

## **8. CLAIM FOR COMPENSATION**

No tenderer shall have any claim for compensation of any kind whatsoever as a result of participating in this ITT.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a tender, the tenderer agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the tenderer in preparing their tender for matters relating to this ITT or in respect of the competitive tender process, and the tenderer by submitting a tender, waives any claim for loss of profits if a contract is not entered into with the tenderer.

## **9. PROOF OF ABILITY**

It is essential that tenderers are able to supply a high quality product and capable of performing the work. Tenderers may be required to provide evidence of previous experience directly comparable to this project and financial responsibility before the contract is awarded.

A complete list of sub-contractors, which the tenderer will make available for the completion of the contract, will be included with each tender.

## **10. DISCREPANCIES OR OMISSIONS**

Tenderers finding discrepancies or omissions in the specifications or any other document herein, or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by email or by mail, clarification from Hank Hanson, Project Manager. Upon receipt of the written request for clarification, Mr. Hanson will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the contractor's risk.



**Addenda and amendments issued during the time of tendering will be signed by the contractor and included with the tender and will become a part of the tender documents.**

#### **11. LOCATION OF SITE**

The Tete Jaune Community Hall is located at 14270 Blackman Road, Tete Jaune, BC. (see Appendix 'B', Construction Drawings, page ).

#### **12. MANDATORY SITE MEETING**

**A mandatory site meeting** will be held for all prospective tenderers. The meeting is scheduled to start promptly at 1:00 p.m. Thursday, May 15, 2014, at the Tete Jaune Community Hall, 14270 Blackman Road, Tete Jaune, BC. The Project Manager will provide an overview of the contract expectations and be available for questions pertaining to the ITT. The purpose of this meeting is for tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, view the facility, determine specifications and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their tender submission.

**Tender submissions received from any tenderer who did not attend the mandatory site meeting will be rejected.**

The Regional District will not, under any circumstance, make accommodations for rescheduling, or holding an additional site meeting or provide individuals access to the site.

#### **13. TENDER PRICES**

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of tender opening (May 23, 2014), unless otherwise stated by the Regional District.

Tenders will be evaluated as per Section 17: EVALUATION OF TENDERS.

The Schedule of Prices on page 20 must be completed and included in the tender package. All prices for the work shall be stated in Canadian dollars. Any applicable federal or provincial taxes, or levies, must be included in the Total Price, but are to be listed separately from the Contract Price.

Where tender prices are the same, the Regional District will consider experience in similar work beyond the minimum standards established in the tender.

#### **14. START AND DURATION OF CONTRACT**

The contract will begin on Wednesday, July 2, 2014 and the contract will remain in force until midnight October 15, 2014. The contract start and/or completion date may be extended at the Regional District's discretion.

#### **15. TENDER FORMAT**

Tenderers are asked to respond in a similar manner and to submit **three (3) complete copies** of the tender. The following format and sequence shall be followed in order to provide consistency in tenderers' responses and to ensure each tender receives full and complete consideration.

- a) Tenderers will complete pages 16 through 20.
  - Tenderer's Form: to be completed, signed and witnessed.
  - List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor.



- Tenderer's Experience in Similar Work: a minimum of three (3) references are required, and they are to include a brief description of projects similar in size and scope to this ITT, along with the corresponding contact names and phone numbers for reference checks.
  - Schedule of Prices: to include **Contract Tender Price, GST, and Total Tendered Price. Also required are the tenderer's name, address, telephone number, name and signature of person in authority, and tenderer's WorkSafeBC and GST Registration Numbers.**
- b) A start to completion work plan giving the estimated construction start date, milestones, and estimated completion date is to be included in the tender submission.
  - c) Additional information that the tenderer may choose to provide.
  - d) **All addenda and amendments issued during the time of tendering. Each addenda and amendment must be signed by the tenderer and included with the tender and will become part of the tender documents.**

## 16. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The contractor will satisfy themselves as to the practicability of executing the work in accordance with the contract, and they will be held to have satisfied themselves in every particular before making up their tender by inquiry, measurement, calculation, and inspection of the site.

The contractor will be deemed to have satisfied themselves as to the sufficiency of the tender for the work and the Contract Price stated in the Schedule of Prices. The Contract Price will cover all the contractor's obligations under the contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment, transportation, material, supervision, services, taxes and assessments, together with the contractor's overhead and profit, except where otherwise provided for in the contract.

## 17. EVALUATION OF TENDERS

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract. The following criteria will be used by staff to evaluate the tenders received.

### Tender Evaluation Methodology

(a) Price	60%
(b) Proven, successful experience in similar work	20%
(c) Acceptability of reference checks	10%
(d) Workplan	5%
(e) Compliance with ITT requirements	5%
TOTAL	100%

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process.

The contractor will have seven (7) calendar days to provide documentation verifying required insurance coverage and WorkSafeBC coverage, upon notification that the Regional District has accepted its tender.

A sample contract agreement is attached as Appendix 'A'.

## **18. AWARD OF CONTRACT**

The award of contract is expected to be made June 12, 2014. The Regional District, in its sole judgement, may delay the award of contract date as deemed appropriate by the Regional District.

## **19. LICENSES AND PERMITS**

The contractor shall obtain all licenses, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under this contract.

## **20. INSURANCE**

The contractor shall save harmless the Regional District from any liability and the contractor shall have and maintain commercial general liability insurance coverage in the amount of Three Million Dollars (\$3,000,000) per occurrence as a minimum and the **Regional District shall be identified as an additional insured** on the contractor's insurance policy. Proof that the specified commercial general liability insurance is in full force and effect must be supplied to the Regional District in the form of a copy of an insurance certificate prior to the commencement of the work.

**It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.**

The contractor will be liable for any and all injury or damage which may occur to persons or property on the site due to any act, omission, neglect, or default of the contractor, their employees, sub-contractors or agents, and will indemnify and save harmless the Regional District in this regard.

## **21. WORKSAFEBC**

The contractor will use due care and take all precautions to assure the protection of persons or property at the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work in this contract, the contractor will provide their WorkSafeBC number and will keep current all assessments required to be paid in relation to the contract amount. The contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

## **22. INDEMNITY**

Notwithstanding the compliance of the contractor with all the clauses concerning insurance, the contractor shall indemnify, protect, and save harmless the Regional District, its officers, agents, servants, and employees from and against all actions, claims, demands of any kind or description and all such actions, causes of actions, claims and demands recoverable by any third party from the Regional District or the property of the Regional District, shall be paid by the contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, claims for demands, then the Regional District shall be entitled to recover from the contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing.

## **23. DAMAGE TO EXISTING PROPERTY OR FACILITY**

In the event of damage to the Regional District's facility or property arising from actions of the contractor the procedure will be as follows:

- a) The contractor will immediately advise the Regional District of any damage to the Regional District's facility or property.

- b) Upon investigation, the Regional District will notify the contractor of damages to be repaired.
- c) If the contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the contractor.

## **24. PAYMENT**

Following completion of work, the Regional District will pay for work completed to the Regional District's satisfaction, by the thirtieth (30<sup>th</sup>) day of the month following that for which payment is required, on receipt of an invoice from the contractor.

The contractor may submit a progress claim for payment on the work completed to date for fifty percent (50%) of the contract total.

Each progress payment claim is subject to a 10% holdback. All claims must be accompanied by supporting documentation as to its completion and proof of passing all required inspections.

The Regional District will inspect the work before making payment.

The Regional District may withhold 10% of the total payment due under the contract for fifty-five (55) days, as a performance assurance holdback. The holdback will be released to the contractor once the following three (3) conditions have been satisfied:

- a. The work has been completed to the satisfaction of the Regional District.
- b. The Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the contract term.
- c. The fifty-five (55) days performance assurance holdback has lapsed.

The Regional District, without invalidating the contract, may make changes by altering, adding to, or deducting from the work. The contractor will proceed with the work as changed and the work will be executed under the provisions of the contract. No changes will be undertaken by the contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any contract unless a "Change Order" form is completed and signed by the Regional District and the contractor.

If, in the opinion of the Regional District, such changes affect the Contract Price, the Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the contract amount will be decided by the Regional District based on a lump sum estimate submitted by the contractor and accepted by the Regional District.

No payment will be made for materials supplied by the Regional District.

## **25. WARRANTY**

The contractor will provide a minimum one-year warranty for all materials and work performed by the contractor commencing upon project completion date as established by the Regional District and the contractor.

## **26. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES**

The Project Manager or delegate will complete periodic inspections of the work and give the contractor a copy of the inspection and/or any deficiencies, in writing.

Upon failure of the contractor to perform the work in accordance with the specifications of this ITT, and after written notice to the contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy it may have, correct such deficiencies. The cost of the work performed by the Regional District in correcting deficiencies will be paid by the contractor or may be deducted from monies payable to the contractor.

## **27. PROVISIONS FOR TERMINATION OR SUSPENSION OF CONTRACT**

For unsatisfactorily performed work, the contractor will, with written notice from the Regional District, have 24 hours to correct deficiencies. If not completed within 24 hours, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the contractor. After three such written notices, the contract will be terminated.

The Regional District will have the right to terminate the contractor's right to continue with the work if the contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Regional District giving notice thereof.

## **28. RIGHTS OF WAIVER**

A waiver of any breach or provision of this Agreement will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

## **29. SEVERABILITY**

All paragraphs of the contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void, the validity of the remaining paragraphs hereof will not be affected.

## **30. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

Tenders will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITT. Each tender should clearly identify any information that is considered to be confidential or proprietary information. Tenderers are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.

## **31. APPENDICES**

The following figure is attached for reference only:

- Appendix 'A' – Sample Contract
- Appendix 'B' – Site Map
- Appendix 'C' – Construction Drawings

## SCOPE OF WORK

1. The contractor will complete all of the work on or before October 15, 2014 as indicated below, associated with this contract in accordance with the attached Appendix "B" Construction Drawings, including associated notes, specifications, addenda and amendments issued during the tendering.
2. **Although the project may not be completed at the time, the Community Hall must be fully functional for an event scheduled to take place at the facility during the weekend of September 12 to September 14, 2014.**
3. The contractor will perform all the work in compliance with the BC Building Code 2012, and will supply all materials, labour, supervision, tools and equipment necessary to complete the contract.
4. The contractor is to keep accurate records of costs, including labour, relating to the exterior lighting and window components of the project in order to provide the Regional District with project costs to support grant applications being made by the Regional District.
5. All communication, instruction, and direction related to the contract shall be given exclusively to the contractor by the Regional District's appointed Project Manager. Any work completed that was not directly approved by the Project Manager will not be considered part of the contract, and not subject to payment under this contract.
6. All changes or additional work to be approved by the Regional District shall be submitted as a written "Change Order" before payment can be allocated.
7. The contractor must work in conjunction with the Tete Jaune Community Club with all works done to the approval of the Regional District. The contractor is not responsible for organizing, instructing, or supervising the volunteer labour for the:
  - placement of filter fabric and mulch under the deck
  - interior and exterior painting and staining, and
  - clearing, grubbing and disposal of demolition debris.
8. All volunteer activity must be coordinated around the contractor's schedule so as not to impede or delay the contractor in the course of completing the contract. Should a conflict arise, the contractor is to contact the Project Manager.

### **GENERAL REQUIREMENTS**

1. The contractor is responsible for regularly scheduling the cleanup and disposal of all construction and/or demolition debris. Upon completion of the contract, the contractor will leave the building and site clean of materials and debris generated by their activities during the course of construction.
2. The contractor will exercise good public relations while fulfilling their responsibilities under the contract and will ensure their employees do the same.
3. The contractor will ensure their employees and sub-contractors have sufficient knowledge, skill and experience to properly and safely perform the work.
4. The tendered price is to include all transportation and delivery fees, the provision of materials, labour, supervision, tools and equipment costs. GST is to be shown separately.
5. The contractor is solely responsible for the safe storage of their building materials, tools, and equipment left on site for the duration of the contract. The Tete Jaune Community Club and the Regional District do not assume responsibility for any lost, stolen, or damaged materials, tools, or equipment that is stored at the site that are not the property of the Tete Jaune Community Club.
6. The contractor is permitted to make arrangements that are agreeable with an appointed representative of the Tete Jaune Community Club for the set-up of temporary lodgings (e.g.: motor home, trailer, or tent) and access to, and use of, the building's facilities for the duration of the contract. The contractor, while set up in temporary lodgings on the site, shall not conduct from this site any other business that is not related to the contract.

## **ACKNOWLEDGEMENT LETTER**

The undersigned has received the tender document and requests all amendments and addenda.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

We presently intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a tender as requested.

Return immediately to:

Hank Hanson, Project Manager  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959  
Fax: 250-562-8676  
Email: hhanson@rdffg.bc.ca



## **BIDDER CHECKLIST**

It is recommended that prior to submitting the tender bid by 2:00 p.m., Friday, May 23, 2014, the following points are checked:

- Was there a representative from your organization at the Mandatory Site Meeting on Thursday, May 15, 2014? \_\_\_\_\_
- Is the Acknowledgement Letter submitted? (Page 14) \_\_\_\_\_
- Is the Tender Form completed? (Page 16 and 17) \_\_\_\_\_
- Is the List of Sub-Contractors completed? (Page 18) \_\_\_\_\_
- Is the Tenderer's Experience in Similar Work completed? (Page 19) \_\_\_\_\_
- Is the Schedule of Prices completed? (Page 20) \_\_\_\_\_
- Is the Start to Completion Work Plan completed and enclosed? (for reference see page 8, No. 15 b) \_\_\_\_\_
- Are all of the foregoing pages and any addenda, if applicable, complete, signed and included? \_\_\_\_\_
- Are three (3) completed copies of the tender submission included? \_\_\_\_\_
- Is the tender submission enclosed in a sealed envelope? \_\_\_\_\_

**Note: Your proposal may be disqualified if ANY of the applicable foregoing points have not been complied with.**

Ensure that the proposal is returned in a **SEALED** envelope clearly marked on the outside with:

- Attention Natalie Wehner, General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8
- Invitation to Tender CS 14-02  
Tete Jaune Community Hall Improvements
- Responding individual or organization's name and address.

## Tender Form

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC  
V2L 1P8

ATTENTION: Natalie Wehner, General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, the entire tender document including construction drawings, and subsequent written addenda (if any), and having visited the site for purposes of examining site conditions, and having become familiar with all conditions that affect the execution of the work, and being satisfied as to the sufficiency of the tender, the undersigned agrees to furnish all labour, transportation, equipment, materials, supervision and services and perform all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work. The tenderer also agrees to warranty all materials and work for a minimum of one year.

The tenderer agrees that in consideration of having its tender considered for the prices shown on the Schedule of Prices, the tendered price is open for acceptance within sixty (60) days of the tender closing and will not be withdrawn during that period of time.

It is understood that payment will be made for the completion of all work specified in the contract on the basis of the price tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

The undersigned agrees to provide to the Regional District accurate information relating to material and labour costs for the exterior lighting and windows, to be used for grant application(s) being made by the Regional District.

If the undersigned is notified in writing of the acceptance of this proposal, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the tender documents.

The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

The undersigned acknowledges receipt and inclusion of the following addenda to the tender submission:

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Signed and delivered by:

\_\_\_\_\_  
Name of Tenderer (Company or Individual)

\_\_\_\_\_  
Seal (if applicable)

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name and Title (Please print)

\_\_\_\_\_  
City, Province, Postal Code

Signed in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
City, Province, Postal Code



### **LIST OF SUB-CONTRACTORS**

The contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate not applicable on this page if sub-contractors are not required and include it with your tender submission.

<b>Sub-Contractor's Legal Name</b>	<b>Work to be Performed by Sub-Contractor</b>



## **TENDERER'S EXPERIENCE IN SIMILAR WORK**

(A minimum of three references)

<b>Year</b>	<b>Work Performed</b>	<b>Reference Contact (name and phone number)</b>	<b>Value</b>

## SCHEDULE OF PRICES

To supply all labour, transportation, equipment, materials, supervision and services and perform all work necessary, and reasonably incidental, as specified in accordance with the ITT, to do the work.

- |                                 |                             |
|---------------------------------|-----------------------------|
| <b>a. Contract Tender Price</b> | \$ _____<br>(excluding GST) |
| <b>b. GST payable</b>           | \$ _____                    |
| <b>c. TOTAL TENDERED PRICE</b>  | \$ _____                    |

If the amount shown as the Total Tendered Price does not equal the amount of a. + b., then the amount of a. + b. will be taken to be the true Total Tendered Price.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Are you a GST Registrant?                      Yes \_\_\_\_\_                      No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

If NO, Please complete the following (check appropriate box):

- Supplier qualifies as a small supplier under s.148 of the legislation
- Other: Specify \_\_\_\_\_

**WorkSafeBC Registration Number:** \_\_\_\_\_

Contractor: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone Number

**APPENDIX 'A'**  
**CONTRACT AGREEMENT**

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**  
a local government incorporated pursuant to the *Local Government Act* and having its business office located at:  
155 George Street  
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

**"THE CONTRACTOR"**  
a company duly incorporated under the laws of British Columbia  
and having a place of business at:

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
  - (a) Provide all necessary labour, transportation, equipment, materials, supervision and services and perform all work and fulfill everything as set forth in, and in strict accordance with, the contract documents for the project entitled "Invitation to Tender CS 14-02 Tete Jaune Community Hall Improvements".
  - (b) Commence to actively proceed with the work of the contract on  tba , 2014.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this contract, \$  tba  (plus applicable taxes) in Canadian funds, at the times specified in the contract documents.
3. The Invitation to Tender, Instructions to Tenderers, Tenderer Form, List of Sub-Contractors, Tender's Experience in Similar Work, Schedule of Prices, all appendices and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.



4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this contract prior to the execution and delivery hereof.
6. The Contractor is to coordinate all parts of this contract. Where it is beyond control of the Contractor to meet the completion date as stipulated herein, the Contractor must immediately notify the Regional District in writing. It shall be at the Regional District's sole discretion to extend the completion date or waive any part or clause of this contract.
7. The undersigned agrees to provide to the Regional District accurate information relating to material and labour costs for the exterior lighting and windows, to be used for grant application(s) being made by the Regional District.
8. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the Project Manager of the Regional District for whom they are intended, or if sent by registered mail or by courier as follows:

The Contractor at \_\_\_\_\_  
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE	)	
<b>REGIONAL DISTRICT OF</b>	)	
<b>FRASER-FORT GEORGE</b>	)	
_____	)	
Chair	)	_____
	)	Date
_____	)	
Corporate Officer	)	_____
	)	Date

SIGNED ON BEHALF OF	)	
<b>CONTRACTOR</b>	)	
SAMPLE ONLY DO NOT SIGN	)	
_____	)	
Authorized Signature	)	_____
SAMPLE ONLY DO NOT SIGN	)	Date
_____	)	
(Name and Title) (Please print)	)	