



**REGIONAL DISTRICT
of Fraser-Fort George**

Bear Lake Maintenance Contractor Services

INVITATION TO TENDER CS 14-04



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 invites written tenders from qualified contractors for maintenance services for community buildings and recreational properties located at Bear Lake, BC. The Contractor will provide all materials, supplies and equipment to complete the services specified herein.

Sealed tenders will be received by Natalie Wehner, General Manager of Financial Services, Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC up to 2:00 p.m., on Monday, October 6, 2014. Tenders will be opened in public at 2:15 p.m. on Monday, October 6, 2014 at the Regional District office.

Tender documents may be obtained on or after Friday, September 19, 2014:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) On the BCBid® website at www.bcbid.gov.bc.ca;
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays, or
- d) In hard copy format from the Bear Lake Community Commission office, 353 Grizzly Avenue, Bear Lake, BC between 10:00 a.m. and 3:00 p.m., Monday to Friday, excluding statutory holidays.

A mandatory site meeting will be held for all prospective tenderers. The meeting is scheduled to start promptly at 10:00 a.m., Tuesday, September 30, 2014 at the Bear Lake Community Commission Office, 353 Grizzly Avenue, Bear Lake, BC. Submissions from tenderers who did not attend and remain for the duration of the mandatory site meeting will not be considered.

Tendered prices must remain in effect for sixty (60) days after the closing date and time.

Tenders will be evaluated on the tendered price and tenderer's experience. The Regional District reserves the right to reject any and all tenders; the lowest price will not necessarily be accepted. Tenders submitted by fax, electronically or not in original Regional District format will NOT be accepted.

For further information please contact:

Meredith Burmaster
Community Services Leader
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: mburmaster@rdffg.bc.ca

INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites tenders for:

REGIONAL DISTRICT OF FRASER-FORT-GEORGE
BEAR LAKE MAINTENANCE CONTRACTOR SERVICES
INVITATION TO TENDER CS 14-04

Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

Tender Documents

Tender documents may be obtained on or after Friday, September 19, 2014:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) On the BCBid® website at www.bcbid.gov.bc.ca;
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays, or
- d) In hard copy format from the Bear Lake Community Commission office, 353 Grizzly Avenue, Bear Lake, BC between 10:00 a.m. and 3:00 p.m., Monday to Friday, excluding statutory holidays.

It is the sole responsibility of the respondent to ascertain that they have received a full set of invitation to tender documents. Upon submission of their tender, the respondent 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 directed to:

Meredith Burmaster
Community Services Leader
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: mburmaster@rdffg.bc.ca

Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Meredith Burmaster, Community Services Leader.

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

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

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, 3rd Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Monday, October 6, 2014 to be opened in public on Monday, October 6, 2014 at 2:15 p.m. in the Regional District Offices at 155 George Street, Prince George, BC.

Tender Submissions

Tenderers will complete pages 7 through 11 and submit these pages in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission:**

1. Attention: Natalie Wehner, General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8
2. REGIONAL DISTRICT OF FRASER-FORT GEORGE
BEAR LAKE MAINTENANCE CONTRACTOR SERVICES
INVITATION TO TENDER CS 14-04
3. Responding organization's name and address.

Tenders submitted by fax, electronically or not in original Regional District format will not be accepted.

Any tender received after the closing date and time (Monday, October 6, 2014 at 2:00 p.m. local time) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

The Regional District reserves the right to reject any and all tenders; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, reject any and all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

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

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, a tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the tenderer in preparing its tender for matters relating to the Agreement or in respect of the competitive process, and the tenderer, by submitting a tender, waives any claim for loss of profits if no agreement is made with the tenderer.

If a tender contains a defect or fails in some way to comply with the requirements of the Invitation to 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, unless declared in the bid submission.

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 that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

Tenderers finding discrepancies, errors, or omissions in this Invitation to Tender (ITT) or requiring clarification on the meaning or intent of any part herein, should immediately request in written form, either by mail, email or fax, clarification from Ms. Meredith Burmaster. Upon receipt of the written request for clarification, Ms. Burmaster will send written instructions or explanations to all tenderers 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 tenderer's risk.

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

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract, (the "Contract"). Tenders should be clear, concise and complete.

The following evaluation methodology will be used by the committee to evaluate the Tenders received:

(a) Compliance with ITT requirements	5%
(b) Qualifications of the Contractor to perform the work of the Contract (including current driver's abstract, listing of experience, references, etc.)	35%
(c) Price	60%
TOTAL	100%

All inquiries relating to this invitation to tender must be directed to:

Meredith Burmaster, Community Services Leader
Phone: 250-960-4400
Fax: 250-562-8676
Email: mburmaster@rdffg.bc.ca



ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Email address

Date

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Return immediately to:

Meredith Burmaster, Community Services Leader
Phone: 250-960-4400
Fax: 250-562-8676
Email: mburmaster@rdffg.bc.ca

TENDERER'S CHECKLIST

Before submitting your tender, check the following points:

- Is the Schedule of Prices completed and signed? _____
- Are the following pages included?
 - › Tax Information _____
 - › List of Contractor's Personnel _____
 - › List of Sub-Contractors _____
 - › Contractor's Experience in Similar Work? _____
 - › Any Addendums that were issued (have they been signed)? _____
- Supporting documents attached? (i.e. driver's abstract, etc.) _____
- Are the documents complete and contained in a **sealed** envelope? _____

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

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

1. Attention: Natalie Wehner, General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8
2. REGIONAL DISTRICT OF FRASER-FORT GEORGE
BEAR LAKE MAINTENANCE CONTRACTOR SERVICES
INVITATION TO TENDER CS 14-04
3. Responding organization's name and address.



SCHEDULE OF PRICES

To supply all necessary equipment, labour, materials, supervision and all things necessary for maintenance contractor services for community buildings and recreational properties owned by the Regional District and located at Bear Lake, BC in accordance with the attached General Conditions and Operational Specifications.

1) TENDER SUM:

- | | |
|---|----------|
| A. Lump sum tendered price per month (GST not included):
Maintenance Contractor Services | \$ _____ |
| B. GST | \$ _____ |
| C. Total tendered sum per month (A + B) | \$ _____ |
| D. Total tendered price Maintenance Contractor Services
per year (C x 12) | \$ _____ |

WorkSafeBC Registration Number: _____

Signature of Authorized Person

Print Name

Title

Date



TAX INFORMATION

GOODS AND SERVICES TAX

The following must be completed:

Supplier:

NAME _____

ADDRESS _____

CITY _____

PROVINCE _____

POSTAL CODE _____

PHONE NUMBER _____

FAX NUMBER _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under Section 148 of the legislation
- Other: Specify _____

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME

TITLE

DATE



LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications



LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to this list without the written approval of the Regional District.

Name of Sub-Contractor	Address of Sub-Contractor	Work to Be Performed by Sub-Contractor



CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Year	Work Performed	Reference Contact (name and phone number)	Value



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:

CONTRACTOR
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 materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled "CS 14-04 – Bear Lake Maintenance Contractor Services" from November 1, 2014 to October 31, 2015, and
 - (b) commence to actively proceed with the Work of the Contract on November 1, 2014.

2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

3. The Schedule of Prices, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, General Conditions of Contract, Contract Agreement, Operational Specifications, 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. 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 General Manager of Community Services of the Regional District for whom they are intended, or if sent by registered mail as follows:

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE
**REGIONAL DISTRICT OF
FRASER-FORT GEORGE**

Chair

Date

Corporate Officer

Date

SIGNED ON BEHALF OF
CONTRACTOR

SAMPLE ONLY DO NOT SIGN

Authorized Signature

Date

(Name and Title) (Please print)

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1. DEFINITION OF TERMS

“Commission” means the Bear Lake Community Commission.

“Contract Documents” or “Contract” means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.

“Contractor” means the successful tenderer who enters into the Contract Agreement.

“Equipment” means anything and everything, except persons, used by the Contractor in performance of the Work and except material as defined herein.

“Facility” or “Facilities” means the buildings and recreational properties owned by the Regional District in the community of Bear Lake.

“General Manager” means the General Manager of Community Services for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

“Regional District” means the Regional District of Fraser-Fort George.

“ITT” means this Invitation to Tender document.

“Site” means the community of Bear Lake.

“Sub-Contractor” means any person, firm, or corporation approved by the Regional District having a contract for the execution of part, or parts of, the Work included in this Contract but does not include one who supplies materials.

“Supply” or “Provide” means supply and pay for and/or to provide and pay for.

“Vehicle” means a motorized carrier and/or trailer, as defined in the Motor Vehicle Act of British Columbia.

“Work” or “Works” means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all supervision, labour, materials, and Equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Contract Documents or as directed by the Commission and/or Regional District and all incidental Work for the duration of the Contract.

This Contract is not a contract of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with

any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. COMMISSION'S STATUS

The Commission will be the Regional District's representative during the period of the Contract and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facilities in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Commission will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Commission is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary. The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5. REPORTS

The Contractor will, upon the request of the Commission, fully inform the Commission of the Work done and to be done by the Contractor in connection with the provision of the services.

The Contractor will permit the Commission at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Commission and/or the Regional District, or provided by the Commission and/or the Regional District to the Contractor as a result of this Contract.

6. SUPERVISION AND LABOUR

If not performing the Work themselves, the Contractor will keep on the Work, at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Commission. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the Commission and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work.

The Contractor will comply with the requirements of the *Workers' Compensation Act* of the Province of British Columbia, and all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the Regional District when requested.

7. PROOF OF ABILITY

Prospective Contractors will be competent and capable of performing the Work and may be required to provide evidence of previous experience and financial responsibility before the Contract is awarded.



8. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly, the Work assigned to them and to be tactful and courteous in dealing with the public, the Commission and Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Commission and/or Regional District, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the General Manager, be removed from the Site of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

9. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

10. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Article 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

11. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

12. SUB-CONTRACTORS

The Sub-Contractors named in the List of Sub-Contractors form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the Commission and/or the Regional District. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

13. OWNERSHIP

The material produced, received or provided by the Commission or the Regional District to the Contractor as a result of this Contract and any Equipment, machinery or other property provided by the Commission or the Regional District to the Contractor as a result of this Contract will:

- a) remain the exclusive property of the Commission or the Regional District, and



- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Commission or the Regional District by the Contractor, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

14. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Commission and the Regional District shall have and retain full authority to inspect the Work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days 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 they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

15. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-Contractors, agents or employees arising out of the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

16. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all other permits, certificates, and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

If the Contractor shall discover any provision in the Contract that is contrary to or inconsistent with any laws or regulations, the Contractor will notify the General Manager in writing.

17. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the Site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the Site due to any act, omissions, neglect or default of the Contractor, or their employees, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any On-Site injury or damage to the Regional District's property to the Regional District.

18. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property of the Bear Lake Community Commission and the Regional District and will comply with the *Workers' Compensation Act* of the Province of British Columbia.



19. CHANGES IN THE WORK

The Commission and/or 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 Commission and/or the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra Work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Commission and/or the Regional District and the Contractor.

20. PAYMENT

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Commission an itemized invoice, showing all taxes separately, along with all the required records detailing the Works completed for the identified period. Supporting documentation (checklists, diary, etc.,) shall be submitted to the Commission prior to 3:00 p.m. on the second Tuesday of each month, or they may be delivered to the Commission meeting.

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the Commission that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month and the Contractor will accept such as full payment and reimbursement as aforesaid. No payment will be made for materials supplied by the Commission or the Regional District.

21. TAXES (GST AS APPLICABLE)

Federal and Provincial laws state that taxes be paid on all goods and services. If the Contractor does not qualify as a small supplier then the Contractor is required to identify the taxes (GST as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

22. PAYMENT WITHHELD OR DEDUCTED

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one or more of the following:

- a) where the Contractor is not performing the Work satisfactorily;
- b) where any defective or faulty Work has not been remedied;
- c) where there are affidavits of claim of lien, or liens filed against the Site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Article 14.



23. INSURANCE

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days notice of cancellation or material change in the terms of the policy shall be given to each insured.

In all policies of insurance called for under this Contract (except automobile insurance on Vehicles owned by the Contractor), the Regional District will be named as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

LIABILITY INSURANCE

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such insurance will be in the name of the Contractor and the Regional District, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Regional District. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- a) Bodily injury, sickness or death resulting therefrom.
- b) Libel, slander or defamation of character.
- c) Malicious prosecution.
- d) Invasion of privacy or wrongful entry.

Such insurance will include, by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, and products and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Three Million Dollars (\$3,000,000) inclusive.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.

AUTOMOBILE INSURANCE

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed Vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

Bodily Injury and Property Damage – Three Million Dollars (\$3,000,000) inclusive.

CONTRACTOR'S EQUIPMENT INSURANCE

The Contractor will buy, and keep in force at their own expense insurance on all Equipment owned or rented by the Contractor to its full insurable value.

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

24. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., November 1, 2014 to midnight, October 31, 2015. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one (1) year period and the total Contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

25. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their WorkSafeBC Number and a clearance letter from WorkSafeBC. For the duration of the Contract the Contractor will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District every six (6) months during the term of the Contract. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their Contract payment and paid to WorkSafeBC on the Contractor's behalf by the Regional District.

26. CONFIDENTIALITY

The Contractor will treat as confidential and will not, without the prior written consent of the Regional District, publish, release or disclose, or permit to be published, released or disclosed, either before, or after the expiration or sooner termination of this Contract, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract except insofar as such publication, release, or disclosure is necessary to enable the Contractor to fulfill their obligations under this Contract.

27. 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 tenderer 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*.



28. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Contract 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 articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.



OPERATIONAL SPECIFICATIONS

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1. REGULAR DUTIES

The minimum standards for routine maintenance services shall include, **but are not limited** to the following:

General Services:

- check for vandalism and perform general cleanup including litter pickup around all community buildings
- inspect buildings and properties for hazards and ensure signs are not damaged
- landscaping maintenance at Cemetery, Commission, Ambulance Station, and recreation/community park including mowing grass, tilling and edging flower beds and tree wells, watering, pruning, and fertilizing at Ambulance Station
- check lighting and remove garbage from Ambulance Station, Commission building, and boulevard garbage can
- general maintenance and repairs in all community buildings and facilities including, but not limited to:
 - o respond immediately to all building and water alarms
 - o furnace, hot water tank, and air conditioner maintenance, including changing filters and cleaning all screens
 - o plumbing fixtures; toilets, sinks, drains, and taps, including unplugging toilets and sinks and replacing or repairing broken or leaking fixtures
 - o replacing light bulbs and fluorescent tubes in all community buildings
 - o keeping facilities entrances, driveways, and parking lots free and clear of snow and ice accumulation and providing and applying pedestrian traction material and de-icing materials as required to maintain user safety and in a manner to allow safe and reasonable access to and from the areas. These facilities, in priority order, are the: Ambulance Station, Commission building, pumphouse, Community Hall, and Cemetery
 - o remove snow from Community Hall front porch roof when in excess of 12 inches (30.5 cm) deep - **a word of caution, no snow is to be blown onto lawns, into any landscaping, or onto the Community Hall decks.**
- maintain fire hydrants clear of snow and weeds, minimum 2 foot (0.61 m) wide swath around hydrant and a 6 foot (1.83 m) wide access path from road to hydrant
- investigate water system problems and any potential problems that may require further investigation and/or possible repairs, and report findings to the Regional District
- turning off/on water service curb stops as directed by the Regional District
- assisting the Regional District in water system maintenance when requested

Services Performed on a Daily Basis:

- inspect the pump-house for inside temperature (must remain above freezing), check for deficiencies, i.e. water leaks or any other abnormal conditions, and report any concerns or deficiencies to the Regional District immediately

Services Performed on a Weekly Basis (or as directed by the Regional District):

- at pump-house record water meter readings, pump run hours and water reservoir levels
- check lights in pump-house
- inspect water system reservoir from the ground for leaks or other problems
- record Canfor mill water meter readings

Services Performed on a Monthly Basis:

- run portable generator under load (50% ±)
- agitate fire extinguishers

Services Performed Semi-Annually:

- mow baseball fields (June & September or as directed by the Commission)
- clean window exteriors at ambulance station and Commission Building
- test CO2 and smoke detectors

2. STANDARDS

The Contractor agrees to fulfill the responsibilities of the Contract in a professional manner and specifically:

- maintain and perform repair Work to the standards appropriate to the Commission,
- clean up any waste or other materials used in or resulting from the Contractor's maintenance activity,
- schedule Work in an effort to minimize the disruption to users of community property and the general public, and
- maintain good and courteous relations when in contact with the public.

3. EQUIPMENT AND TOOLS

- 3.1 The Contractor will be responsible to provide all tools, materials, supplies and Equipment as may be required to fulfill the responsibilities of the Contract, except for those specified in article 4.1 as being provided by the Regional District. Contractor supplied tools will remain the property of the Contractor. The Regional District will not be responsible to repair or replace any tools supplied by the Contractor that are damaged, broken, lost, or stolen.
- 3.2 All Equipment and tools supplied by the Regional District will remain the property of the Regional District and the Contractor will return all tools and Equipment to the Regional District at the completion of the Contract term.
- 3.3 The Contractor shall keep all tools and Equipment supplied by the Regional District maintained and in good working order. Maintenance may include, but is not limited to, changing oil and lubricants, maintaining correct tire pressure and minor repairs. The Regional District will Supply all parts for Regional District owned Equipment maintenance and repairs. The Contractor is to keep an accurate log book for each piece of Regional District owned Equipment.



- 3.4 The Contractor will be responsible for replacing or repairing Regional District tools and Equipment that are lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged tools and Equipment.
- 3.5 The Contractor will immediately report any Equipment or Facility infrastructure breakdown or malfunction.

4. MATERIALS

- 4.1 The Regional District will pay for parts or materials required for Equipment and building maintenance including, but not limited to: sand, salt, fertilizer, stain, oil, light bulbs and paper towels. It is expected that the Contractor will pick up supplies and parts required for the maintenance contract on their own time, at no cost to the Regional District.
- 4.2 The Contractor shall not use any tools, Equipment, or materials supplied by the Commission or the Regional District for any purpose other than the upkeep and maintenance of Regional District equipment, buildings, and/or property.
- 4.3 The Contractor shall not use the supplies or Equipment provided by the Commission or Regional District for personal use.

5. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Commission and/or the Regional District. The Contractor will:

- provide and keep current the Commission with a list of staff performing the Work, including contact phone number(s), and proposed Work schedule(s),
- ensure that staff have full knowledge of the operating requirements of the Contract, and
- ensure that staff have the ability to immediately contact the Commission if any problems should arise.

6. CONTRACTOR'S STRUCTURES

All structures constructed or temporarily placed at property owned by the Commission and/or Regional District by the Contractor will be subject to prior approval by the Commission and/or the Regional District. The Contractor's request for such structures must be made in writing to the Regional District and will include drawings and details of the structure that specify design features and building materials. The Contractor will be responsible for all building permits and associated costs that may be required. The Contractor will remove such structures following completion of the Contract, at their own expense.

7. REGIONAL DISTRICT'S FACILITIES

- 7.1 The Contractor will not use any Regional District Facilities for personal use or for the storage of any of the Contractor's tools, Equipment, or anything else owned by the Contractor unless approved by the Commission and/or Regional District. Should written permission be given to the Contractor, the Regional District accepts no responsibility for damage, vandalism, or theft to any of the Contractor's property.
- 7.2 The Contractor will immediately call 9-1-1, upon the discovery of any fire, and then notify the Commission of the report to 9-1-1.



- 7.3 The Contractor will immediately report to the Commission any evidence of fire or acts of theft, vandalism, or damage to the Regional District's Facilities, infrastructure or Equipment.
- 7.4 The Contractor will be responsible for replacing and repairing any Regional District property that is lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged property.

8. SECURITY

- 8.1 Any keys provided to assist the Contractor in the performance of their duties shall not be copied unless authorized by the Commission and/or the Regional District. Such keys shall be returned to the Commission upon expiration or termination of this Contract, or when requested to do so by the Commission or the Regional District. Neither the Contractor, nor any of their workers, shall issue keys for copying or for unsupervised access to any of the Facilities. If the Contractor loses any keys, they will immediately notify the Commission.
- 8.2 The Contractor will ensure that no unauthorized persons are On-Site at the Facilities during the performance of their Work.
- 8.3 The Contractor will ensure that all gates and buildings and Equipment are secure prior to leaving the Facilities.

9. RECORD KEEPING

In connection with the provision of the services the Contractor must keep the following records and documents. These documents will be made available to the Commission and/or the Regional District when requested unless otherwise specified.

- 9.1 Maintain accurate records as required by the Commission and/or Regional District (sample checklist attached, see Appendix A) and submit the checklist to the Commission on a monthly basis, not later than the second Tuesday of the month following the month in which the services were provided.
- 9.2 Complete appropriate entries in log books, meter records, Equipment records, and maintenance records, provided On-Site for such purposes at applicable Facilities as directed.
- 9.3 Keep a daily diary that will be made available upon request to the Commission and/or the Regional District.

10. HAZARDS

The Contractor is responsible to notify the Commission of any perceived potential hazards relating to the Facilities noted while performing the Work.



**APPENDIX A
Sample Contractor's Checklist**

Period Covered:												
From _____ to _____												
BEAR LAKE MAINTENANCE CONTRACTOR'S CHECKLIST												
											ck pumphouse temperatures, ck for leaks or abnormal conditions	DAILY
											record water meter readings, pump run hours and reservoir levels	WEEKLY
											inspect water system reservoir fr ground for leaks or other problems	
											record Canfor mill water meter readings	
											run portable generator under load (50%)	MONTHLY
											agitate fire extinguishers	
											mow baseball fields	SEMI ANNUALLY
											clean exterior windows at Commission and Ambulance Stn	
											test CO2 & smoke detectors	
											ck for vandalism & do general cleanup around all community buildings	GENERAL SERVICES
											inspect buldings and properties for hazards and ensure signs are not damaged	
											landscaping maintenance at Cemetery, Commission, Ambulance Stn, recreation/community park	
											ck lighting and remove garbage fr Ambulance Stn, Commission Building and boulevard garbage can	
											respond to building & water alarms	
											general maintenance on furnace, hot water tank, air conditioner, includes changing filters and cleaning screens	
											general maintenance and repairs to plumbing fixtures, including unplugging toilets & sinks and replacing/repairing broken or leaking fixtures	
											replace light bulbs & fluorescent tubes as necessary, note where done on back	
											ice & snow removal from parking lots, driveways & entrances at 1. Ambulance Stn, 2. Commission Bldg., 3. pumphouse, 4. Community Hall, 5. Cemetery	
											sand & salt entrances to Ambulance Station, Commission Bldg., and Community Hall	
											investige water system problems and potential problems, note details on back of this form	
											sanding & salting at Commission, Ambulance Stn, Community Hall	
											maintain hydrants clear of snow and weeds for a minimum of 2' around the hydrant and a 6' wide access path from hydrant to the road	
											turn off/on water service curbs stops	
											assist with water system maintenance when requested, note details on back of form	