



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER PS-15-03

Driveway Access Paving Red Rock/Stoner Fire Hall



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>

TABLE OF CONTENTS

INVITATION TO TENDER 3

INSTRUCTIONS TO TENDERERS 4

 1. Tender Documents 4

 2. PRE-TENDER Site Meeting 4

 3. Acknowledgement Letter 4

 4. Closing Date and Opening of Tenders 5

 5. Regional District's Right to Reject Tender 5

 6. Proof of Ability 6

 7. Discrepancies or Omissions 6

 8. Examination of Contract Documents and Site 6

 9. Bid Prices 6

 10. Tender Evaluation Process 6

 11. Award of Contract 7

 12. Start and Duration of Contract 7

 13. Location of Site 7

 14. Tender Submissions 7

 15. Ownership of Tenders and Freedom of Information 8

ACKNOWLEDGEMENT LETTER 9

TENDERER CHECKLIST 10

TENDER FORM 11

LIST OF SUB-CONTRACTORS 13

TENDERER'S EXPERIENCE IN SIMILAR WORK 14

SCHEDULE OF PRICES 15

SAMPLE CONTRACT AGREEMENT 16

GENERAL CONDITIONS 20

 1. Intent of Contract Documents 20

 2. Local Conditions 20

 3. Manager's Status 20

 4. Supervisor and Labour 20

 5. Character of Workers 20

 6. Assignment of Contract 21

 7. Permit and Regulations 21

 8. Injury or Damage to Persons or Property 21

 9. Occupational Health And Safety 21

 10. Changes in the Work 21

 11. Insurance 21

 12. Site Access 22

 13. Contractor Damage 22

 14. Site Cleanup 22

 15. Contractors Equipment 22

APPENDIX A DRAWING 23

INVITATION TO TENDER

Sealed Tenders, will be received by General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 2:00 p.m. on Thursday, August 13, 2015. Tenders must be sealed and returned in an envelope marked "INVITATION TO TENDER PS-15-03, DRIVEWAY ACCESS PAVING – RED ROCK/STONER FIRE HALL". 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 Thursday, August 13, 2015 at the Regional District Office.

The Regional District's objective is to award a contract to the successful tenderer who can demonstrate the ability to deliver a high quality, well managed project for the driveway access paving project at the Red Rock/Stoner Fire Hall.

To be considered, tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this Invitation to Tender ("ITT"). Any tender received by the Regional District that is unsigned will be rejected.

Tender Documents may be obtained on or after July 24, 2015:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid@ website at www.bcbid.gov.bc.ca; or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays.

All subsequent information regarding this ITT, including amendments, addenda and answers to questions will also be available as above.

A mandatory site meeting will be held for all prospective bidders. The meeting will be held at the Red Rock/Stoner Fire Hall, 4030 Red Rock Road East, Prince George, BC at 9:00 a.m. Wednesday, July 29, 2015. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the tender package. **Tender submissions received from any tenderer who did not attend the mandatory site meeting will be rejected.**

Tenderers that show up later than 9 am on Wednesday, July 29, 2015 will be disqualified.

The lowest or any tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all tenders. Facsimile and electronic tender submissions 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: dferguson@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
Invitation to Tender PS-15-03
Driveway Access Paving - Red Rock/Stoner Fire Hall

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

1. TENDER DOCUMENTS

Tender Documents may be obtained on or after July 24, 2015:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid@ website at www.bcbid.gov.bc.ca; or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays.

All subsequent information regarding this ITT, including amendments, addenda and answers to questions will also be available as above.

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 bid, 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
Phone 250-960-4400 / Fax: 250-562-8676 / Email: mburmaster@rdffg.bc.ca

2. PRE-TENDER SITE MEETING

A mandatory site meeting will be held for all prospective bidders. The meeting will be held at the Red Rock/Stoner Fire Hall, Prince George, BC at 9:00 a.m. Wednesday, July 29, 2015. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the tender package. **Tender submissions received from any tenderer who did not attend the mandatory site meeting will be rejected.**

3. ACKNOWLEDGEMENT LETTER

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and mail 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.

4. CLOSING DATE AND OPENING OF TENDERS

Sealed tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, August 13, 2015 to be opened in public at 2:15 p.m. on Thursday, August 13, 2015 at the Regional District Office at 155 George Street, Prince George, BC.

The tender documents will be enclosed and sealed in an envelope marked:

Attention: General Manager of Financial Services
REGIONAL DISTRICT OF FRASER-FORT GEORGE
3rd Floor, 155 George Street
Prince George BC V2L 1P8

Invitation to Tender PS-15-03
Driveway Access Paving - Red Rock/Stoner Fire Hall

Your organization's name and full mailing address must also be marked on the envelope. Facsimile and electronic tender submissions will NOT be accepted.

Any tender received after the closing date and time (August 13, 2015, 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

5. REGIONAL DISTRICT'S RIGHT TO REJECT TENDER

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. The lowest, or any tender, will not necessarily be awarded.

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 bid, 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 bid for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a bid, 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 this ITT, 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 right to reject a tender based on potential or perceived conflict of interest. The Regional District reserves the discretion to reject any tender where:

- a. one or more 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; or
- b. 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 a tender, the Tenderer confirms that clauses a. and b. above are not applicable.

The Regional District reserves the right to reject any tender submitted by a tenderer 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.

6. PROOF OF ABILITY

A Tenderer will be competent and capable of performing the work. A Tenderer may be required to provide evidence of previous experience and financial responsibility before the contract is awarded.

7. DISCREPANCIES OR OMISSIONS

Tenderers finding discrepancies or omissions in the specifications or any other documents 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 Meredith Burmaster, Community Services Leader. Upon receipt of the written request for clarification, Ms. Burmaster 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.

8. 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 examine the site and its surroundings and, before submitting their tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the tender for the work and the prices stated in the Schedule of Prices. These prices will cover all their 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, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

9. BID PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of tender opening (August 13, 2015) unless otherwise stated by the Regional District.

10. TENDER EVALUATION PROCESS

Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where bid prices are the same, the Regional District will consider experience in similar work beyond the minimum standards established in the Contract.

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

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

a) Compliance with ITT requirements	5%
b) References	25%
c) Contract completion date	5%
d) Price	<u>65%</u>
TOTAL 100%	

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.

11. AWARD OF CONTRACT

The Contract is expected to be awarded not later than Thursday, August 20, 2015. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, delay the date of awarding the Contract if deemed appropriate by the Regional District.

The Regional District intends to award the Contract to the Tenderer who most closely meets the conditions and specifications herein for the best value.

A purchase order issued to the Tenderer will indicate acceptance of their Tender. The purchase order together with the Tender documents forms the Contract.

The Regional District reserves the right to disqualify any tender that fails to meet any of the requirements or specifications herein.

12. START AND DURATION OF CONTRACT

The Contract may start once the Contract is awarded and is to be completed on or before October 30, 2015.

13. LOCATION OF SITE

The Red Rock/Stoner Fire Hall is located at 4030 Red Rock Road East, within the Regional District of Fraser-Fort George.

14. TENDER SUBMISSIONS

Tenderers will complete pages 11 through 15 and submit this Document sealed in the envelope. The Tender's name and address must be written on the outside of the envelope. Submissions that contain qualifying conditions or that otherwise fail to conform to these instructions may be disqualified or rejected.

The Regional District of Fraser-Fort George will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this tender.

15. OWNERSHIP OF TENDERS 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 propriety 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*.

ACKNOWLEDGEMENT LETTER

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Fax Number

Email

Date

I/We presently intend to provide not provide a Tender.

Please return immediately to:

Meredith Burmaster, Community Services Leader
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 / Email: dmunt@rdffg.bc.ca

TENDERER CHECKLIST

Before submitting your Tender, check the following points:

- Have you submitted the Acknowledgement Letter?
- Was the **mandatory** site meeting attended?
- Has the Tender Form been signed and witnessed?
- Has the List of Sub-Contractors been completed?
- Has the Tenderer's Experience in Similar Work been completed?
- Has the Schedule of Prices been completed?
- Are all amendments and/or addenda, if any, included and signed?
- Is the Tender complete?
- Is the Tender enclosed 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:

**Attention: General Manager of Financial Services
REGIONAL DISTRICT OF FRASER-FORT GEORGE
3rd Floor, 155 George Street
Prince George BC V2L 1P8**

**Invitation to Tender PS-15-03
Driveway Access Paving - Red Rock/Stoner Fire Hall**

TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, form of Tender, Scope of Work, Drawing (Appendix A), and the Sample Contract, subsequent written amendments or addenda (if any), and having satisfied myself/ourselves as to the sufficiency of the tender, the undersigned agrees to furnish all labour, transportation, tools, equipment, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the Work.

I/We agree that in consideration of having my/our tender considered for the contract price as shown on the Schedule of Prices, the contract price is open for acceptance for sixty (60) days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the Work on the basis of the contract price only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the sub-contractor(s) employed will be as listed on the List of Sub-Contractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within seven (7) days from the date of the acceptance notice I/we will enter into a contract for the contract price. The form of contract will be the Sample Contract.

I/We agree that the Regional District 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 agrees that the Regional District of Fraser-Fort George reserves the right to reject any and all tenders.

I/We hereby acknowledge receipt and inclusion of the following addenda to the tender documents:

Addendum No.	dated:	Addendum No.	dated:
_____	_____	_____	_____

Addendum No.	dated:	Addendum No.	dated:
_____	_____	_____	_____

Signed and Delivered by:

Authorized Signatory Signature

Name of Tenderer

Name of Authorized Signatory
(Please print)

Address

Title

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. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor

TENDERER'S EXPERIENCE IN SIMILAR WORK

(A minimum of three references required.)

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

SCHEDULE OF PRICES

The contract price submitted below reflects the full cost, including taxes, for the Work as specified in ITT PS-15-03.

Price (not including taxes)	\$ _____
Taxes Payable	\$ _____
Other (please specify):	\$ _____

CONTRACT PRICE:	\$ _____

Are you a GST Registrant? Yes No

If YES, Tax Registration Number: _____

If NO, please complete the following:

Supplier qualifies as a small supplier under s. 148 of the legislation Yes No

WorkSafeBC Registration Number: _____

Proposed Work Completion Date: _____

_____ Authorized Signatory Signature	_____ Name of Tenderer
_____ Name (Please print)	_____ Address
_____ Title	_____ City, Province, Postal Code
_____ Phone Number	_____ Fax Number
_____ Email	_____ Date

SAMPLE CONTRACT AGREEMENT

BETWEEN: REGIONAL DISTRICT OF FRASER-FORT GEORGE
155 George Street
Prince George BC V2L 1P8
(hereinafter called the "Regional District")

OF THE FIRST PART

AND: CONTRACTOR' NAME
Contractor's address
(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, at their expense, provide all materials, labour, supervision, equipment and tools for sub-grade preparation and paving of approximately 1,135 m² of driveway, including grading, ditching and any other general services as specified in the Scope of Work.
2. The works associated with the Driveway Access Paving project, within this document are to be referred to as the Work.
3. The following Scope of Work describes the Work and includes but is not limited to:
 - a. All Work to support the maximum weight of a typical fire apparatus (18,000kg).
 - b. Grade existing driveway to slope towards the east side of the property.
 - c. Install approximately 200 feet of a paved drainage shallow swale, two feet wide 6 inches deep. (As shown on the drawing, Appendix A.)
 - d. Clean out the existing drainage ditch located along east side of the firehall located above underground water storage tanks. Clean out work to be done in a manner avoiding any damage to underground water storage tanks.
 - e. Install a 10 inch wide trench drain with heavy duty grate in front of the main fire hall bay doors (between the concrete and the new pavement), drain to the existing ditch along the east side of the fire hall. Grate must be suitable to withstand the maximum weight of (18,000kg) of a typical fire apparatus.
 - f. Grading and compaction to create a sub-base surface.
 - g. Supply and spread a crush base, 100mm thick.
 - h. Supply and install surface asphalt prime between the crush base and each layer of asphalt
 - i. Apply and place compacted asphalt, 100mm thick in two layers to support the maximum weight of a typical fire apparatus (18,000kg).
 - j. All materials to be compacted so that a firm driving surface is created that will allow for the weight of fire department apparatus.

-
- k. The finished road surface will be shaped so all water drains to the new drainage ditch on the east side of the property.
4. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$_____ (taxes included) in Canadian funds, at the completion of the project.
 5. The Contractor will obtain all insurance required under the laws of the Province of British Columbia with regard to its own activity under this Contract. The Contractor shall be registered under the Workers' Compensation Act.
 6. The Contractor shall save harmless the Regional District from any liability and shall have and maintain commercial general liability insurance, automobile insurance, non-owned automobile insurance and equipment insurance as detailed in Clause 11 of General Conditions of the Invitation to Tender.
 7. The Contractor shall, for itself and for its employees, assume all risk of accidents, damage, injury or loss resulting from any cause whatsoever in the performance of the Work.
 8. Prior to undertaking any of the Work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required to be paid in relation to the Contract. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.
 9. Notwithstanding the compliance of the Contractor with all 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, 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.
 10. Following completion of the Work, the Regional District will pay for Work completed to the Regional District's satisfaction, by the thirtieth (30th) day of the month following that for which payment is required, on receipt of an invoice from the Contractor.
 11. Federal law states that five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Regional District is liable to pay this amount to the Contractor.
 12. The Regional District will inspect the Work before making payment.
 13. The Regional District will withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:
 - (a) the Work has been completed to the satisfaction of the Regional District, and
 - (b) the Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the contract term.
 14. No payment will be made for materials supplied by the Regional District.
-

15. In the event of breach or non-performance by the Contractor, of any of the covenants, conditions and agreements contained in the Contract to be performed, the Regional District reserves the right to take corrective actions. 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 thereof.
16. For unsatisfactorily performed Work, the Contractor will, with written notice, 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.
17. 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 its 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.
18. The Invitation to Tender, Instructions to Tenderers, Tenderer Form, List of Sub-Contractors, Tender's Experience in Similar Work, Schedule of Prices, General Conditions, 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.
19. A waiver or 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.
20. 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.
21. 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.
22. Subject to Section 19, 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.

23. 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:

THE CONTRACTOR at _____,
and

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

Authorized Signatory of
THE CONTRACTOR Contracting Ltd.

DO NOT SIGN SAMPLE ONLY

Name *(please print)*

Date

DO NOT SIGN SAMPLE ONLY

Signature

Title *(please print)*

Authorized Signatory of the
Regional District of Fraser-Fort George

Chair

Date

Corporate Officer

Date

GENERAL CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Document is that the Contractor will provide all materials, supervision, labour, tools, equipment and all else necessary for, or incidental to, the proper execution of the Work described in the tender documents or as directed by the Regional District and all incidental work to complete the Work.

2. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and the quantities, quality and practicability of the Work and of his 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.

3. MANAGER'S STATUS

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Red Rock/Stoner Fire Hall site in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager 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 Manager 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.

4. SUPERVISOR AND LABOUR

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 Regional District. The supervisor will represent the Contractor in their absence and directions given to the supervisor will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor will keep on the Work, at all times, sufficient personnel to carry out the Work required by the Contract.

The Contractor will comply with 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 Manager when requested.

5. 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 and the Regional District's staff. Any supervisor, equipment operator, or worker employed by the Contractor or Sub-contractor who, in the opinion of the Manager, 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 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 Manager.

6. ASSIGNMENT OF CONTRACT

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

7. PERMIT AND REGULATIONS

The Contractor will, at his 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.

8. 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 his workers, sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

9. OCCUPATIONAL HEALTH AND SAFETY

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

10. CHANGES IN THE WORK

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 amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District having received a lump sum submitted by the Contractor and accepted by the Regional District.

11. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured.

- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined in Clause 11.

12. SITE ACCESS

The Contractor must coordinate access to the firehall property and building with the Fire Chief. Contractor's equipment must not impede ingress/egress from the firehall without prior arrangements being made through the Fire Chief.

13. CONTRACTOR DAMAGE

In the event of damage to the Regional District's facilities or property from actions of the Contractor, the procedure will be as follows:

- a. The Regional District will notify the Contractor of damages to be repaired.
- b. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair from payment to the Contractor.

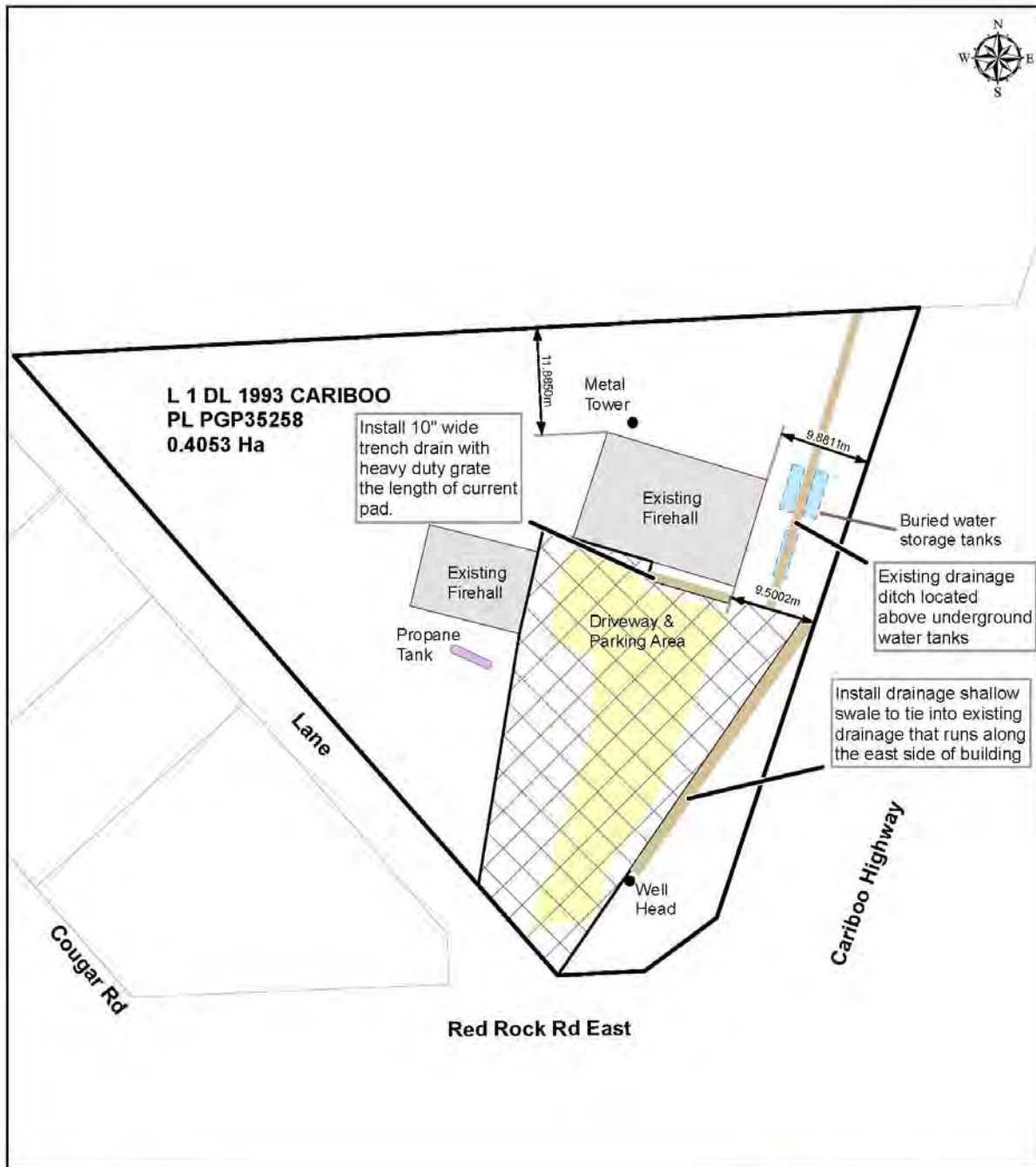
14. SITE CLEANUP

The contractor is responsible for regularly scheduling the cleanup and disposal of all materials and debris generated by their activities for the duration and after completion of the Work.

15. CONTRACTORS EQUIPMENT

The contractor is solely responsible for the safe storage of their materials, tools, and equipment left on site for the duration of the contract. The Red Rock/Stoner Volunteer Fire Department and the Regional District do not assume responsibility for any lost, stolen, or damaged materials, tools and equipment that is stored at the site that are not the property of the Red Rock/Stoner Volunteer Fire Department or the Regional District.

Appendix A



**Red Rock Firehall
PAVING PROJECT**

Legal Description:
L 1 DL 1993, CARIBOO PL PGP35258



REGIONAL DISTRICT
of Fraser-Fort George
155 George St, Prince George BC, V2L 1P8
Phone: (250) 960-4400
Fax: (250) 562-8676
TF: 1-800-667-1959

X:\COMM\SERV\Amm\CAD\AutoCAD Drawing\WTD HALLS\Redrock\gis\map\paving_Pj\project.mxd

Scale: 1:550

Print Date: 7/16/2015