



**REGIONAL DISTRICT  
of Fraser-Fort George**

**Canoe Valley Recreation Centre  
Universal Access Doors Project**

**INVITATION TO QUOTE CS-16-05**

**Closing Date: June 8, 2016 at 2:00 pm**



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>



**TABLE OF CONTENTS**

<b>INVITATION TO QUOTE .....</b>	<b>2</b>
<b>SCOPE OF WORK .....</b>	<b>4</b>
<b>BIDDER CHECKLIST .....</b>	<b>5</b>
<b>SCHEDULE OF PRICES/SERVICES.....</b>	<b>6</b>
<b>TAX INFORMATION.....</b>	<b>7</b>
<b>LIST OF CONTRACTOR'S PERSONNEL.....</b>	<b>8</b>
<b>LIST OF SUB-CONTRACTORS .....</b>	<b>9</b>
<b>CONTRACTOR'S EXPERIENCE IN SIMILAR WORK.....</b>	<b>10</b>
<b>SAMPLE CONTRACT AGREEMENT .....</b>	<b>11</b>
<b>GENERAL CONDITIONS .....</b>	<b>13</b>
<b>OPERATIONAL SPECIFICATIONS.....</b>	<b>22</b>



### **INVITATION TO QUOTE**

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to supply, delivery and installation of a universal access door system for the Canoe Valley Recreation Centre located at Valemount, BC. The Contractor will provide all labour, materials, supplies and equipment to complete the services specified herein.

Quotations will be received until **2:00 p.m. local time, June 8, 2016**, to the attention of the General Manager of Financial Services, at 155 George Street, Prince George, BC V2L 1P8. Quotations must include the Schedule of Prices/Services (page 6) and pages 7, 8, 9 and 10. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Invitation to Quote documents may be obtained on or after May 20, 2016:

- a) In a PDF (public document format) file format from the Regional District's website [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- b) 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
- c) In hard copy format from the Canoe Valley Recreation Centre, 100 Elm Street, Valemount BC, between 7:00 a.m. and 8:00 p.m., weekdays, excluding statutory holidays.

**A mandatory pre-tender site meeting will be held at 10:00 a.m. on Wednesday, June 1, 2016, at the Canoe Valley Recreation Centre, 100 Elm Street, Valemount, BC. Bidder submissions received from any bidder who did not attend and remain for the duration of the mandatory site meeting will be rejected.**

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

Quotations will be evaluated on the quoted price and bidder's experience. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

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

#### **Regional District's Right to Reject Quote**

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

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

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

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 quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating



to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

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

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a quote submitted by a bidder 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 quote the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder 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 quote submitted by a bidder 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 quoted.

Bidders finding discrepancies, errors, or omissions in this Invitation to Quote 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 Mr. Lyle Lewis. Upon receipt of the written request for clarification, Mr. Lewis will send written instructions or explanations to all bidders 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 bidder's risk.

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

Evaluation Methodology

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

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

All inquiries relating to this Invitation to Quote must be directed to:

Lyle Lewis, Facilities Manager  
Phone: 250-569-3360  
Fax: 250-569-3337  
Email: [llewis@rdffg.bc.ca](mailto:llewis@rdffg.bc.ca)



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**SCOPE OF WORK**

- A. The Canoe Valley Recreation Centre Universal Access Doors Project is to provide fully inclusive access for seniors and others with mobility challenges through the provision and installation of four sets automated door openers with remote push pads. The four dual automated door controllers are to be installed in the following locations:
1. Replacement of the main entrance two leaf doorway with steel insulated doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 173 cm x 212 cm – proponent to verify)
  2. Replacement of the two leaf doorway from the entrance vestibule into the lobby/concession area with steel doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 183 cm x 202.6 cm – proponent to verify)
  3. Replacement of the two leaf doorway from the lobby/concession area into the arena seating area with steel insulated doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 183 cm x 200 cm – proponent to verify)
  4. Replacement of the single door to the universal access washroom with a steel door with commercial locking hardware that is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 91.4 cm x 202 cm – proponent to verify)
- B. Works are to include all labour, materials, supplies and equipment necessary to supply and complete the installation of the new doors and four automated door opening systems, including any necessary electrical works.
- C. Focus on works to be done on the weekends is preferable when the facility is closed to the public.
- D. The facility must be secured at all times from unauthorized entry during its non-operational periods.



**BIDDER CHECKLIST**

Before submitting your quotation, check the following points:

- Is the Schedule of Prices completed and has it been 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 quotation may be disqualified if ANY of the applicable foregoing points have not been complied with.**

Ensure that the Quote is in a **sealed** envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George BC V2L 1P8
- Invitation to Quote CS-16-05  
Canoe Valley Recreation Centre  
Universal Access Doors Project
- Bidder's name, address and contact information.



**SCHEDULE OF PRICES/SERVICES**

To supply, delivery and installation of a universal access door system for the Canoe Valley Recreation Centre under the direction of the Facilities Manager.

1) Price (GST not included):

a) Lump sum quoted price for supplies and installation (GST not included) \$ \_\_\_\_\_

2) Quote Sum:

b) Total quote Sum (a) \$ \_\_\_\_\_

Commence to actively proceed with the Work of the Contract in the spring/summer of 2016 with the submission of final product by July 31, 2016.

Is GST Payable?  Yes  No

Goods and Services Tax Registration Number: \_\_\_\_\_  
(If GST Registrant)

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



**TAX INFORMATION**

**GOODS AND SERVICES TAX as applicable**

The following must be completed:

Supplier:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

PROVINCE \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

Are you a GST, as applicable, 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 and phone number)	(name Value



**SAMPLE CONTRACT AGREEMENT**

**CS-16-05  
Canoe Valley Recreation Centre  
Universal Access Doors Project**

THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_ in the year of 2016 between the Regional District of Fraser-Fort George, herein after called the "Regional District" and \_\_\_\_\_ herein after called the "Contractor".

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-16-05 – Canoe Valley Recreation Centre Universal Access Project", and
  - (b) commence to actively proceed with the Work of the Contract in the summer of 2016 with the completion of final product by July 31, 2016.
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, General Conditions, 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 Facility Manager the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at \_\_\_\_\_, Prince George, BC

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

IN WITNESS WHEREOF the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_  
2016.

Contractor:

[NAME OF CONTRACTOR]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - *please print*)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - *please print*)

Authorized Signatory of the  
Regional District of Fraser-Fort George

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



**GENERAL CONDITIONS**

1. DEFINITION OF TERMS .....	14
2. SCOPE OF WORK .....	14
3. INTENT OF CONTRACT DOCUMENTS.....	16
4. LOCAL CONDITIONS .....	16
5. REPORTS.....	16
6. SUPERVISION AND LABOUR .....	16
7. CHARACTER OF WORKERS .....	16
8. ASSIGNMENT OF CONTRACT .....	17
9. REGIONAL DISTRICT'S TERMINATION OF CONTRACT.....	17
10. CONTRACTOR'S TERMINATION OF CONTRACT.....	17
11. SUB-CONTRACTORS .....	17
12. OWNERSHIP .....	17
13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES.....	18
14. INDEMNITY AND RELEASE BY CONTRACTOR.....	18
15. PERMIT AND REGULATIONS .....	18
16. INJURY OR DAMAGE TO PERSONS OR PROPERTY .....	18
17. OCCUPATIONAL HEALTH AND SAFETY .....	18
18. CHANGES IN THE WORK.....	18
19. PAYMENT.....	19
20. TAXES (GST, as applicable).....	19
21. PAYMENT WITHHELD OR DEDUCTED.....	19
22. INSURANCE.....	19
23. DURATION OF CONTRACT.....	21
24. WORKSAFEBC .....	21
25. CONFIDENTIALITY.....	21
26. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION.....	21
27. RIGHTS OF WAIVER .....	21
28. SEVERABILITY .....	21



## 1. DEFINITION OF TERMS

“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 bidder 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 Canoe Valley Recreation Centre buildings and recreational properties.

“Facility Manager” means the Facility Manager 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.

“ITQ” means this Invitation to Quote document.

“Site” means the community of Canoe Valley Recreation Centre (CVRC) in Valemount, BC.

“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 material.

“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. SCOPE OF WORK

2.1 The Canoe Valley Recreation Centre Universal Access Doors Project is to provide fully inclusive access for seniors and others with mobility challenges through the provision and installation of four sets automated door openers with remote push pads. The four dual automated door controllers are to be installed in the following locations:

1. Replacement of the main entrance two leaf doorway with steel insulated doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 173 cm x 212 cm – proponent to verify)
2. Replacement of the two leaf doorway from the entrance vestibule into the lobby/concession area with steel doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 183 cm x 202.6 cm – proponent to verify)



3. Replacement of the two leaf doorway from the lobby/concession area into the arena seating area with steel insulated doors with 24in wide x 30in high wired safety glass and commercial panic hardware. One of the doors is to be legal size for wheelchair access and is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 183 cm x 200 cm – proponent to verify)
4. Replacement of the single door to the universal access washroom with a steel door with commercial locking hardware that is to have an automated door opener to BC Building Code Accessibility design standard. (inside door frame dimensions: 91.4 cm x 202 cm – proponent to verify)
- 2.2 Works are to include all labour, materials, supplies and equipment necessary to complete the installation of the four automated door opening systems, including any necessary electrical works.
- 2.3 Focus on works to be done on the weekends is preferable when the facility is closed to the public.
- 2.4 The facility must be secured at all times from unauthorized entry during its non-operational periods.
- 2.5 Provision of a minimum one-year warranty for all units and installation work.

In the event of damage to the Regional District's facilities 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.

**General Requirements:**

- I. The contractor will perform the work according to the Scope of Work, all terms of the ITQ and in compliance with the contract.
- II. The contractor will exercise good public relations while fulfilling its responsibilities under the contract and will ensure that its employees do the same.
- III. The contractor will ensure that workers have sufficient knowledge, skill, and experience to properly and safely perform the work.
- IV. Quoted price is to include all transportation and delivery fees, the supply of components and labour for installation, and all necessary equipment and tools for installation.
- V. The contractor must work in conjunction with the Recreation Facility Manager. All works must be done to the approval of the Regional District.





### **3. 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 Regional District and all incidental Work to complete the project.

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.

### **4. 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.

### **5. REPORTS**

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

The Contractor will permit the Regional District 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 Regional District, or provided by 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 Regional District. 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 Regional District 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. 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 or worker employed by the Contractor or Sub-Contractor who, in the opinion of the 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 Facility 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 Facility Manager .

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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 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.

## **12. OWNERSHIP**

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

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



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

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.

### **14. 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.

### **15. 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 Facility Manager in writing.

### **16. 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.

### **17. 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.

### **18. 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 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 Regional District and the Contractor.

## **19. PAYMENT**

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Regional District 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 Regional District prior to 5:00 p.m. on the second Tuesday of each month, or they may be delivered to the Regional District.

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice 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 Regional District.

## **20. 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.

## **21. 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 13.

## **22. 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.

#### 22.1 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.

#### 22.2 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 – Two Million Dollars (\$2,000,000) inclusive.

#### 22.3 NON-OWNED AUTOMOBILE INSURANCE

The Contractor will buy and keep in force at his expense until all conditions of the Contract have been fully complied with, a standard non-owned automobile policy.

Bodily Injury and Property Damage - Two million (\$2,000,000) dollars inclusive.

#### 22.4 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.**



### **23. DURATION OF CONTRACT**

The project is to commence upon award of the Contract in the summer of 2016 with the completion of final product no later than July 31, 2016.

### **24. WORKSAFEBC**

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Contract amount. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months thereafter during the term of the Contract.

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

### **25. 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.

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

Quotes 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 ITQ. Each bidder should clearly identify any information that is considered to be confidential or proprietary information. Bidders are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

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

### **27. 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.

### **28. 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**

<b>1. STANDARDS.....</b>	<b>23</b>
<b>2. EQUIPMENT AND TOOLS.....</b>	<b>23</b>
<b>3. CONTRACTOR'S PERSONNEL.....</b>	<b>23</b>
<b>4. CONTRACTOR'S FACILITIES .....</b>	<b>23</b>
<b>5. RECORD KEEPING .....</b>	<b>24</b>

SAMPLE



## **1. STANDARDS**

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

- 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.

## **2. EQUIPMENT AND TOOLS**

- 2.1 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 6 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.
- 2.2 The Contractor will immediately report any equipment or facility infrastructure breakdown or malfunction.
- 2.3 The Contractor shall not use the supplies or equipment provided by the Regional District for personal use.

## **3. CONTRACTOR'S PERSONNEL**

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

- provide and keep current the Regional District 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 Regional District if any problems should arise.

## **4. CONTRACTOR'S FACILITIES**

All structures to be constructed or temporarily placed at Facilities by the Contractor will be subject to prior approval by the Regional District. The Contractor's request for such structures must be made in writing to the Facility Manager 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 from the Facilities following completion of the Contract, at their own expense.





## **5. 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 Regional District when requested unless otherwise specified.

- 5.1 Complete appropriate entries in log books, meter records, equipment records, and maintenance records, provided for such purposes as directed.
- 5.2 Keep a daily diary that will be made available upon request to the Regional District.