



**REGIONAL DISTRICT
of Fraser-Fort George**

**FOUNDATION REPAIRS
EXPLORATION PLACE MUSEUM**

**REQUEST FOR PROPOSALS
ES-16-21**



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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REQUEST FOR PROPOSALS

The Regional District of Fraser-Fort George, (the “Regional District”) invites Proposals for Foundation Repairs at Exploration Place Museum at 333 Becott Place in Prince George, BC.

The core of the building was constructed in 1981 with a major expansion and renovation in 2001. It is operated by the Fraser-Fort George Museum Society.

Two (2) complete copies of your Proposal must be submitted in a sealed package marked “**RFP ES-16-21 Foundation Repairs – Exploration Place Museum**” to be received by the General Manager of Financial Services up to **2:00 p.m. on Monday, September 19, 2016**. The responding organization or individual must also have their name, full mailing address, Request for Proposal number and description clearly marked on the outside of the Proposal envelope **as well as** on the outside of the Courier envelope if being sent by courier.

Proposal documents may be obtained on, or after, Tuesday, September 6, 2016:

- A) in a PDF (public document format) file format from the Regional District’s website at www.rdffg.bc.ca;
- B) on the BCBid® 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. The cost for each hard copy Request for Proposal is twenty dollars (\$20.00), GST included, and is non-refundable.

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

The lowest, or any proposal, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all proposals. Proposals submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Late proposals will not be accepted and will be returned unopened to the proponent.

Proposals must be sent to:

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

Questions relating to the project must be direct to:

Bryan Boyes, Utilities Leader
Environmental Services
155 George Street
Prince George, BC V2L 1P8
Phone: 250-960-4400 / Fax: 250-562-8676
Email: bboyes@rdffg.bc.ca

INSTRUCTIONS TO PROPONENTS

The Regional District reserves the right to waive informalities in proposals, reject any or all proposals or accept the proposal deemed most favourable in the interests of the Regional District. Furthermore, the Regional District reserves the right to negotiate with any proponent at its discretion. The proponent will be competent and capable of performing the work. The proponent is required to provide evidence of previous experience and financial responsibility before a contract is awarded.

By submitting this proposal the proponent further confirms that neither the proponent (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent 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.

A Mandatory Site Meeting will be held for all prospective proponents. The meeting is scheduled to start promptly at 11:00 a.m. Thursday, September 8, 2016, at the Exploration Place Museum, 333 Becott Place, Prince George BC. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the proposal package. The purpose of this meeting is for the proponent to satisfy themselves as to the nature of the work, in general, to clarify their understanding of the scope of work, determine dimensions and to have clarified any questions regarding the attached Drawings and Specifications forming part of this proposal, and any other circumstances which may influence their proposal submission. **Proposal submissions received from any proponent who did not attend the mandatory site meeting will be rejected.**

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

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

ACKNOWLEDGEMENT LETTER

Upon receipt of these documents, a potential proponent will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Bryan Boyes, Utilities Leader, Regional District of Fraser-Fort George.

A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal.

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

INTRODUCTION AND BACKGROUND

The Exploration Place Museum was built in 1981. In 2000, the building was added to in order to increase the exhibit area. The museum is located within the boundaries of the City of Prince George's Lheidli T'enneh Memorial Park and is an important cultural centre. The building is experiencing water infiltration at the point where the two foundations meet, as well as along the newer foundation.

PURPOSE

The purpose of this request is to receive proposals from qualified professionals to complete works of foundation repairs at the Exploration Place Museum to mitigate observed/current issues. The Regional District is looking for the proposals to include all works and associated processes.

CONTRACT DURATION

The Contract will commence with the Regional District's acceptance of the successful proponent's proposal, and conclude on November 30, 2016.

SCOPE OF WORK

The Regional District is looking for proposals from qualified professionals to excavate and repair the foundation of the Exploration place. This includes the north facing wall up to the joining of the old foundation as well as sealing of the foundation at the electrical service intake. Works will include excavation, foundation repair/sealing, installation of proper drain tile, refilling of excavated area, and reseeding of the replaced fill. The attached photo at the back of this document shows the location of the proposed works.

The contractor is also responsible for site cleanup and landscaping.

The contractor will make good on any damages made from their equipment during the execution of works at 333 Becott Place.

PROPONENT INFORMATION

Qualifications and Experience

The proponent must include in the proposal, a list of relevant projects undertaken similar to this, to prove experience. Sub-contractors, if any, must be identified.

The proponent must include a statement of qualifications and relevant experience in support of the Proposal.

WorkSafeBC

The Contractor will comply with the provisions of the *Workers' Compensation Act* of British Columbia and provide proof, satisfactory to the Regional District that all assessments have been paid and that they are in good standing.

References

The proponent must include a minimum of three (3) references, complete with contact information, in the proposal for projects similar to the Foundation Repairs at 333 Becott Place. A brief description of the projects completed for each reference should be provided.

Professional Responsibility

Only qualified and experienced excavation and foundation repair contractors will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person (or firm) providing the services described herein. The successful proponent will be required to seal all documents issued for this project.

FINANCIAL PROPOSAL

The proponent must specify in the proposal, the fees required to satisfy the terms of reference, (Scope of Work), for the project, the work plan and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified. The fee structure shall be based on milestones and deliverables to the Regional District over the duration of the contract period.

A completed Cost Estimate Table must be included, detailing the following items:

Costs for:

- Excavation
- Foundation repair
- Clean up
- Landscaping

Cost estimates are to be based on works to be completed. The purpose of this proposal is to repair the foundation to stop water from entering the building envelope after spring melt of snow to protect the heritage value of the contents within.

Terms of Payment

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

WORK PLAN AND SCHEDULE

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of task occurrence and details concerning implementation and completion dates for each task.

PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- (a) Title Page – including Request for Proposal title and number, proponent’s name and address, telephone number, fax number, email address and contract representative.
- (b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.
- (c) Table of Contents including page numbers.
- (d) An Executive Summary of the key features of the proposal.
- (e) The body of the proposal, Qualifications and Experience, including the Financial Proposal, i.e. the “Proponent’s Response”, and the Work Plan and Schedule.
- (f) References
- (g) Additional information that a proponent may choose to provide.

DOCUMENTS

The successful proponent will be required to provide all documents related to the contract to the Regional District in hard copy and electronic format. All text documents will be in Microsoft Word format.

PROJECT MANAGER

All questions concerning this Request for Proposal are to be directed to the Project Manager by fax or email after September 6, 2016.

Bryan Boyes, Utilities Leader
Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400 / Fax: 250-562-8676
Email: bboyes@rdffg.bc.ca

EVALUATION OF PROPOSALS

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final. The following criteria will be used by Regional District staff to evaluate proposals received:

Evaluation Criteria:

(a) *Contractor Qualification and Experience (30 Points)*

The length and quality of experience of:

- the person named in the proposal as the contractor's project manager and the contractor's technician assigned to the field work,
- the contractor firm doing similar projects, and
- the team assigned by the contractor firm to work on this project.

(b) *Work plan, Methodology, and Schedule (30 Points)*

This includes the evaluation of:

- thoroughness of the project approach reflected in the work plan and project schedule,
- level of effort reflected in the total work hours of the team assigned to complete the project, and
- timing of project tasks outlined in the project schedule.

(c) *Project Budget (30 Points)*

This includes the amount of detail given to project relevant line items and the overall proposed project cost to the Regional District.

(d) *Quality of Proposal including format (including but not limited to) (10 Points)*

- safety plan,
- consideration of ongoing daily activities and public use of the facility.

OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals 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*.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Request for Proposal Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

E-Mail

Date

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

Return immediately to:

Bryan Boyes, Utilities Leader
Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Fax Number: 250-562-8676

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

a company duly incorporated under the laws of British Columbia
and having a place of business at:
address
address, pc

(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 ES-16-21 (the "Contract") for the project entitled "Foundation Repairs – Exploration Place Museum",
 - b) Commence to actively proceed with the Work upon award and signing of the Contract.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment 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 General Conditions of Contract, Contract Agreement and other Securities, 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 Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement 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 Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

Contractor name and address

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

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

Chair

Date

Corporate Officer

Date

SIGNED ON BEHALF OF
CONTRACTOR

Authorized Signature

Date

(Name and Title) (Please print)

GENERAL CONDITIONS

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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 person or company who enters into the Contract Agreement.

"MANAGER" means the General Manager of Environmental Services for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"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 Regional District Properties outlined herein.

"MATERIAL" or "MATERIALS" means, unless otherwise specified, anything and everything other than persons or the Contractor's equipment that is manufactured, processed or transported to the site, or existing on the site, and incorporated in the complete Works.

"REGIONAL DISTRICT" means the Regional District of Fraser-Fort George.

"SUB-CONTRACTOR" means any person, firm, or corporation approved by the Regional District having a contract for the execution of a part or parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who furnished material.

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"PROPERTY" or "PROPERTIES" means the property occupied by the Regional District of Fraser-Fort George described herein.

"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 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.

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. 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 Facility 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.

5. REPORTS

The Contractor will upon the request of the Manager fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the services. The Contractor will be required to provide a weekly progress report to the project supervisor.

6. SUPERVISION 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 them 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 shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

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.

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 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.

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 Section 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. SUB-CONTRACTORS

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.

11. OWNERSHIP

The Material produced, received or provided by the Regional District to the Contractor as a result of this Agreement and any timber marks, equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- (a) be the exclusive property of the Regional District; and
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Contract.

12. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

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 exits, 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.

13. 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 any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's Property and whether arising from statutory liability or not.

14. 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.

15. 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 persons or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, 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.

16. 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.

The Contractor will maintain an Occupational Health and Safety Plan and provide a copy of such plan to the Regional District.

17. 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 or Purchase Order is completed and signed by the Regional District and the Contractor.

18. PAYMENT

The Contractor will supply the services as described and will include but not limited to the following:

- Excavation of foundation
- Foundation repair/sealing,
- Refilling and Landscaping, and
- All Taxes.

19. 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 12.
- (f) The Regional District may 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 work has been completed to the satisfaction of the Regional District;

20. 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. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- 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.

21. DURATION OF CONTRACT

The duration of the Contract will be from the date the Contract is signed to November 30, 2016. The Contract may be extended at the Regional District's discretion.

22. WORKSAFEBC

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

23. CONFIDENTIALITY

The Regional District is a public body subject to the *Freedom of Information and Protection of Privacy Act* (FOI). In accordance with the FOI, all information regarding the items and conditions, financial and/or technical aspects of the Contractor's Quote which are in the Contractor's opinion are of a proprietary or confidential nature, should be clearly marked "CONFIDENTIAL" at each relevant item or page.

Subject to the FOI, all information marked "CONFIDENTIAL" by the Contractor will be held in strict confidence and shall not be revealed to another party without the consent of the Contractor.

24. RIGHTS OF WAIVER

A waiver of any breach of 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.

25. 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.

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1. GENERAL

- 1.1 The Contractor shall be responsible for providing such tools, materials, supplies, equipment, personnel and supervision as may be required to fulfill the responsibilities of the Contract outlined in the **OPERATIONAL SPECIFICATIONS** section of this Contract.
- 1.2 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation.
- 1.3 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Sub-contractors must possess full knowledge of the excavation and repair operations and carry out the Work in a timely, neat and orderly manner.
- 1.4 The Contractor will make good on any damages made from their equipment during the execution of works at 333 Becott Place.

2. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Manager. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements,
- must have the ability to immediately contact the Regional District if any problems should arise, and
- must be well trained and skilled in all aspects of excavation and foundation repair operations.

3. REPORTING

The Contractor must keep the following records and documents. These documents will be made immediately available to the Manager when requested unless otherwise specified.

3.1 Health and Safety Plan:

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form which is to be kept on file at the Contractor's Prince George facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

3.2 Safety Meetings:

The Contractor will have at a minimum weekly safety meetings with their employees. Meeting minutes will be kept on file at the Contractor's Prince George facility/office. A pre-start up meeting will be held to review the Regional District's onsite safety requirements and traffic flow requirements on the facility.

The Contractor will have regular safety meetings with their employees and Sub-contractors prior to starting a project. A copy of the minutes of the meeting and any safety concerns will be presented to the Regional District. The Regional District will then discuss with the Contractor a resolution to any safety concerns.

3.3 Communication:

The Contractor's foreman or delegate will email the Regional District at the beginning of the work week (by 8:00 a.m. Monday) with details of the crew's activities for the week.

3.4 Certification:

The Contractor will ensure that its employees are certified to do the Work to Industry and WorkSafeBC Standards, and will have documentation to support this.

3.5 Equipment Maintenance Logs:

The Contractor will maintain equipment maintenance records for each machine operating at the facility. The records will detail regular maintenance, repair work and equipment inspections. These logs will be kept on file at the Contractor's Prince George facility/office.

3.6 Weekly Progress Updates:

The Contractor will be required to provide a weekly progress report to the project manager.

4. POWER LINES

The Contractor must be aware of all power lines of the Property described herein. If the Contractor contacts/cuts the power lines on the property they will be responsible for any costs or penalties associated with this action.

MAP – LOCATION OF WORKS

