REQUEST FOR TENDERS No. 20-030

Pump Station Electrical Kiosks (2) – Remove and Replace

ISSUED: April 14, 2020

CLOSING DATE AND TIME:
Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on May 5, 2020

Regional District of Nanaimo (RDN) Contact for Questions:
Chris Kerman, Chief Operator
Telephone: 250-248-5794
Email: ckerman@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Pre -Bid Site Meeting:
No formal site meeting will be conducted. The exterior and surrounding area can be viewed on your own. For interior viewing, contact Chris Kerman to make an appointment.

Tenders will not be opened in public

REGIONAL DISTRICT OF NANAIMO

Instructions to Bidders

ARTICLE 1: Closing Date/Time/Location
Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on May 5, 2020. Submission Method:

1. By Email: With "20-030 Pump Station Kiosks" as the subject line at this electronic address: ckerman@rdn.bc.ca

   Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

ARTICLE 2: Pre-Bid Site Visit
No formal site meeting will be conducted. The exterior and surrounding area can be viewed on your own. For interior viewing, contact Chris Kerman to make an appointment.

ARTICLE 3: Amendment to Tenders
Tenders may be amended in writing and sent via email at ckerman@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Bidder.

ARTICLE 4: Addenda
If the RDN determines that an amendment is required to this Tender, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the Tender. No amendment of any kind is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Bidder to check and ensure all amendments are included prior to submitting their final Tender submission.

ARTICLE 5: Withdrawal of Tenders
The Bidder may withdraw their Tender at any time by submitting a written withdrawal email to ckerman@rdn.bc.ca on or before the closing.

ARTICLE 6: Document and Site Examination
The Tenderer must carefully examine the Contract Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the RDN in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

ARTICLE 7: Form of Submission and Signature
The tender should be submitted on the TENDER FORM provided and be executed by an authorized signatory in a position to legally bind their Company.

ARTICLE 8: Bonding
Bonding is not required for this project

ARTICLE 9: Construction Schedule
The kiosks are to be installed over the summer. Total completion by September 18, 2020 at the latest.

Scope of Services

1. INTRODUCTION

The purpose of this Tender is to solicit submissions from qualified firms to remove and replace two (2) wastewater electrical kiosks for the French Creek Pollution Control Centre at two (2) separate locations in Nanoose Bay, BC.

Location one (1): Pump Station #3: Access road is between 2431 & 2435 Evanshire Crescent

Location two (2): Pump Station #7: Beside 3328 Rockhampton Road within the wood fenced enclosure.

2. GENERAL SCOPE OF SERVICES

Scope of Work:

a) Supply and install new Kiosk for Lift Stations #3 and #7.
b) Dimensions are to be field verified prior to shop drawing submittal.
c) Shop drawings to be submitted to the RDN for review.
d) Existing Kiosk is to be removed without removing existing backboards, and new kiosk installed over existing backboards and backboard connection to kiosk reinstated.
e) Work is to be completed during dry weather and the contractor is to ensure that the operation of the lift station is not affected to the point where the risk of an overflow can occur.
f) The contractor is responsible for obtaining an electrical permit for this work.
g) The contractor is responsible for supplying their own sanitary facilities and any utilities if required.

Please refer to the addition detailed specifications in the Appendix.

3. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Bidders should carefully review this form of Contract. Bidders may (but are not required to) request that RDN consider revising the form of Contract, including the scope of Services. Bidders should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Closing Date and Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

4. GENERAL CONDITIONS

4.1 Acceptance and Rejection of Submissions

This Tender is irrevocable and open for acceptance for a period of sixty (60) calendar days after the closing date for receipt of Tenders. The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Bidder. Within seven (7) business days from the date of acceptance of this Tender the Contractor shall execute a contract with the RDN to perform the described work.

The RDN may reject all Tenders if the lowest Tender which is otherwise proper is higher than the funds budgeted or available for the project or the RDN on reasonable grounds decides that it will not proceed with the project at all.

The RDN reserves the right to award the work in whole or in part or to add or delete any portion of the work.

In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

Awards shall be made on Tenders that will give the greatest value based on quality, service and price. The RDN may reject the lowest or any bid if after investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the contract in a manner satisfactory to the RDN.

4.2 Conflict of Interest

Bidders shall disclose in their Tender any actual or potential Conflict of Interest it may have with the RDN, its elected officials, appointed officials or employees.

4.3 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

4.4 Litigation Clause

The RDN may, in its absolute discretion, reject a Tender submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Bidder's ability to work with the RDN, its consultants and representatives and

whether the RDN's experience with the Bidder indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Bidder.

4.5 Exclusion of Liability

Bidders are solely responsible for their own expenses in preparing and submitting a Tender and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Bidder for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder in preparing and submitting a Tender or other activity related to or arising out of this Tender. Except as expressly and specifically permitted in the Tender, no shall have any claim for compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a Tender each Bidder shall be deemed to have agreed that it has no claim.

4.6 Ownership of Tenders

All Tenders, including any attachments and other documentation, submitted to and accepted by the RDN in response to this Tender become the property of the RDN.

4.7 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

Tender No. 20-030
TENDER FORM
FCPCC WASTERWATER ELECTRICAL KIOSKS

Date: _____

Company: _____

Address: _____

Telephone:_____ Email: _____

Having carefully examined the tender documents including all Addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the stated Pricing in Canadian dollars. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately in the Total Tender Price.

Pricing (excluding GST):

Pump Station #3: Evanshire Crescent	$_____
Pump Station #7: Rockhampton Road	$_____
Goods and Services Tax (GST)	$_____
Total Price	$_____

Completion timeframe upon receipt of PO _____

ACCEPTANCE

i. This Bid is open to acceptance for a period of sixty (60) calendar days from the closing date.

ii. Submission of this Bid implies acceptance of existing conditions at all sites.

iii. It is understood the lowest or any bid will not necessarily be accepted.

iv. We are qualified and willing to be Prime Contractor for this project per WorkSafe BC.

AUTHORIZED SIGNATORY

Company Name: _____

Printed Name: _____

Signature: _____

20-030 Nanoose Wastewater Kiosk Replacement Specifications

Pump Station #3: Evanshire Crescent

Reference Dimensions - to be confirmed by supplier: L=2134mm ; W=762mm ; H= 1220mm






#3
PUMP STATION



Pump Station #7: Rockhampton Rd

Reference Dimensions - to be confirmed by supplier: L=2134mm ; W=762mm ; H= 1220mm






#7 Lift Station
Property of the Regional
District of Nanaimo
In Case of Emergency
Phone 1-800-862-3429
#7
PUMP STATION





General Kiosk Specifications.

1. All dimensions in millimetres
2. Kiosk to be CSA Type 3R rated.
3. Kiosk is to be marked with CSA approval.
4. Kiosk to be fabricated from 5052-H32 sheet aluminum of at least 3.2mm (1/8in.) thick material.
5. All welds shall conform to CAN/CSA W59.2 - Welded Aluminum Construction.
6. All external seams shall be continuous welded construction and ground smooth.
7. All welds shall be free of slag and splatter.
8. Kiosk exterior to be powder coated green to match Tremclad colour code 27029x155.
9. Kiosk interior to be powder coated white.
10. Powder coating specification and application to meet the requirements of MOTI Electrical signing and materials standards appendix b. – powder coat specifications.
11. All hardware to be grade 316 stainless steel unless noted otherwise.
12. Door handles to be padlockable.
13. Doors to be fitted with gas springs.
14. Folding laptop shelf and document pouch to be installed inside LH door.
15. Kiosk to be supplied with four removable lifting points. Lifting point holes size 25mm minimum.
16. For replacement kiosks, the supplier is to field verify all dimensions prior to fabrication.
17. Doors with handles to be fitted with stainless steel three-point latches similar to images below.





End of Specifications

BETWEEN: _____ (the "Contractor")

AND: The Regional District of Nanaimo (the "Regional District")

THIS AGREEMENT WITNESSES that the Contractor and the REGIONAL DISTRICT agree as follows:

1. The Contractor shall provide all labour, Contractor's Plant and Equipment and materials required to perform the Work within the required time, as required by the Contract Documents.

2. The REGIONAL DISTRICT shall pay the Contractor the Contract Price, as required by the Contract Documents.

3. The Contract Price shall be the sum in Canadian Dollars of the following:

   (a) Up to the Tender Price set out in the accepted Tender Form and;

   (b) Payments made on account of change orders, as may be required by the Contract Documents.

   The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract.

4. The Contractor shall commence the Work within 7 Days after issuance of the Notice to Proceed from the REGIONAL DISTRICT, unless the Notice to Proceed states otherwise, and shall attain completion of the Work by [____].

5. The Contract Documents shall form a part of this Agreement as though recited in full.

6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between REGIONAL DISTRICT and the Contractor with respect to the subject matter of this Agreement.

7. Defined terms in this Agreement shall have the same meanings as set out in the General Conditions, except where the contrary is expressed.

8. In entering into and executing this Agreement, the Contractor has relied on its own examination of the Site, access to the Site, and on all other data, matters and things requisite to the fulfilment of the Work, and on its own knowledge of existing services or utilities along or crossing or in the vicinity of the route or facility to be installed or

SAMPLE

constructed under this Contract, and not on any representation or warranty of the REGIONAL DISTRICT.

9. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the REGIONAL DISTRICT.

10. No action or failure to act by the REGIONAL DISTRICT or an authorized representative of the REGIONAL DISTRICT shall constitute a waiver of any right or duty afforded any of them under the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. This Agreement shall enure to the benefit of and be binding upon the REGIONAL DISTRICT and the Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.

12. Time shall be of the essence of this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

The Regional District of Nanaimo by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the REGIONAL DISTRICT by:

Signature: _____

Name: _____

Title: _____

[CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__:

SIGNED on behalf of the Contractor by:

Signature: _____

Name: _____

Title: _____

END OF SECTION

SAMPLE

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

GENERAL TERMS & CONDITIONS OF CONTRACT

PART 1 LAW APPLICABLE

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

PART 2 ACCEPTANCE

For the purpose of this Tender, acceptance of the work shall mean the acceptance of the work for final payment of the contract price but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance, all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

PART 3 PRIME CONTRACTOR DESIGNATION

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

a) WorkSafeBC *Occupational Health and Safety Regulation,* Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

c) General Requirements, Section 3.10 WorkSafe BC.

PART 4 QUALITY OF WORK AND MATERIALS

The whole of the materials and/or the work, whether or not so stated herein, shall be done in the most substantial and professional manner with new materials, articles, equipment and work of the best quality and description and by employment of properly skilled trades and in strict conformity with and as required by this contract to the satisfaction of the REGIONAL DISTRICT whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

Materials are to be installed or incorporated into the Work applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

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PART 5 JUDGE OF WORK AND MATERIALS

The REGIONAL DISTRICT shall be the final judge of all work, materials and plants in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.

All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction.

Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

PART 6 C.S.A. SEAL OR PROVINCIAL CERTIFICATE APPROVAL

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the "Electrical Code"), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

PART 7 RECTIFICATION OF DAMAGE AND DEFECTS

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the

SAMPLE

loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

PART 8 WARRANTY AND GUARANTEE

The work shall be warranted to be free of defects, and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

PART 9 ASSIGNMENT

The Contractor shall not assign, sub-contract or let out as task work any part of the work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the REGIONAL DISTRICT; which consent the REGIONAL DISTRICT may withhold in its absolute discretion. If the REGIONAL DISTRICT should consent to any such assignment, sub-contracting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof be in no ways relieved from his responsibility for the fulfillment of the work, but shall continue to be responsible for the same in the same manner as if all the work had been performed by the Contractor himself.

PART 10 TERMINATION

The REGIONAL DISTRICT may by written notice to the Contractor terminate the whole or any part of this contract in any one of the following circumstances:

a) If the Contractor fails to perform the work within the time specified herein or any extension thereof.

b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in any of these circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the REGIONAL DISTRICT may authorize, in writing, after receipt of notice from the REGIONAL DISTRICT specifying any such failure.

SAMPLE

d) In the event that the Contractor performs any act or does anything by which the REGIONAL DISTRICT shall incur any liability whatsoever.

e) The REGIONAL DISTRICT may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.

f) In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the REGIONAL DISTRICT requiring the REGIONAL DISTRICT to pay to such creditor or to a sheriff or other public official or to the Court any portion of the consideration due to the Contractor under this Contract.

g) In the event that the Contractor shall be adjudged bankrupt or if it should make a general assignment for the benefit of creditors or if it becomes insolvent or is appointed by a creditor of if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

Upon termination of the Contract as aforesaid, the REGIONAL DISTRICT shall have no obligation to the Contractor except for such labour and materials as have been supplied or performed up to the date of the termination of the Contract.

PART 11 STATUTES, MUNICIPAL BY-LAWS AND PERMITS

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules and regulations, whether federal, provincial or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

PART 12 SITE INSPECTION

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

PART 13 USE OF PREMISES

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

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PART 14 DAMAGE TO PERSON AND PROPERTY

The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor, or its employees.

PART 15 CLEAN UP

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

PART 16 ACCESS AND PUBLIC SAFETY

The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the work being done.

No material or equipment shall be stored where it will interfere with the free and safe passage of vehicular or pedestrian traffic or where it creates a hazard or a nuisance.

PART 17 CURRENCY OF PAYMENT

All reference to money in this Contract shall refer to and mean lawful money of Canada.

PART 18 DAMAGES FOR DELAY

If the work is not completed and/or the materials delivered before or upon the expiration of the time limited therefore all costs which the REGIONAL DISTRICT shall be put to by reason thereof shall be charged to the Contractor.

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PART 19 PAYMENTS

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

PART 20 CHANGE ORDERS

If for any reason it may become desirable during the course of the work to change the alignment, dimensions or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

Should the Contractor and the REGIONAL DISTRICT fail to agree on the value of the change in the amount of work, the Contractor shall nevertheless change the work so ordered, and the value thereof shall be referred to the arbitration of three persons, one to be appointed by the Contractor, one to be appointed by the REGIONAL DISTRICT, and the third to be appointed by such two persons before proceeding with the arbitration. The decision of any two of the arbitrators shall be binding, and shall be deemed to be a submission to arbitration within the provisions of the "Arbitration Act".

PART 21 STATUTORY DECLARATION

Prior to any payment to the Contractor, if requested by the REGIONAL DISTRICT, the Contractor shall deliver to the REGIONAL DISTRICT a statutory declaration in a form satisfactory to the REGIONAL DISTRICT declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons, firms or REGIONAL DISTRICTs have any lien against the lands comprising the work site or the work

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together with such other documentation as the REGIONAL DISTRICT, acting reasonably, determines is necessary or desirable.

PART 22 BUILDERS LIENS

The Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the REGIONAL DISTRICT has sent written notice of any claim for any such lien. In the event of a bona fide dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect therefor after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the REGIONAL DISTRICT may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

PART 22 PROTECTION OF REGIONAL DISTRICT AGAINST CLAIMS

The Contractor shall assume the defense of, and indemnify and hold harmless the REGIONAL DISTRICT and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of this contract and in subsequent use and/or operation by the REGIONAL DISTRICT.

PART 23 INDEMNIFICATION AND INSURANCE

23.1 Indemnification and Release

23.1.1 The Contractor shall save harmless and indemnify the REGIONAL DISTRICT and its directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses,

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damages, costs and expenses were caused by the Indemnified Parties or any on them.

23.1.2 Unless otherwise specified in the Contract, the Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or un-copyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Work, and/or to be used by the REGIONAL DISTRICT before or after completion of the Work as a result of the Work performed by the Contractor, and if the Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Contractor.

23.1.3 The Contractor shall release and discharge the REGIONAL DISTRICT and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Contractor or its subcontractors or their servants or employees might have in any manner arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any on them.

23.1.4 The indemnity provided in the Clause 24.1.1 by the Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statutes.

23.2 Insurance Obtained by Contractor

23.2.1 General

The Contractor shall itself and cause each subcontractor to obtain and maintain, at its own expense, the insurance set out below until all conditions of the Contract have been fully complied with.

23.2.2 Commercial General Liability Insurance

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Commercial General Liability Insurance providing third party bodily injury, death and property damage coverage in an amount of not less than $2,000,000 per occurrence, indicating that the REGIONAL DISTRICT is added as Additional Insureds. The policy shall include Premises and Operations Liability; Contractor's Protective Liability with respect to the Operations of sub-contractors; Completed Operations Liability; Contractual Liability; Non-Owned Automobile Liability; and a Cross Liability and/or Severability of Interest clause protecting each insured to the same extent as if they separately insured.

The policy shall also contain a clause providing that the REGIONAL DISTRICT will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the REGIONAL DISTRICT.

The Contractor shall file with the REGIONAL DISTRICT, prior to the commencement of work, a certificate of insurance in a form acceptable to the REGIONAL DISTRICT evidencing this policy. The Contractor shall also file with the REGIONAL DISTRICT evidence of the renewal on this policy. The Contractor is responsible for paying all deductibles.

23.2.3 Automobile Third Party Liability Insurance

A Standard Owner's Form Automobile Policy for each vehicle used in the performance of the Contract and regulated by the Insurance (Motor Vehicle) Act or similar legislation. The Third Party Legal Liability Limits are to be in an amount not less than $2,000,000 per occurrence.

23.2.4 Contractor's Equipment Insurance

The Contractor shall maintain an All Risk insurance policy covering all construction equipment, mobile equipment, miscellaneous equipment, tools, office contents and other miscellaneous property whether owned, leased or rented or for which the Contractor may be responsible, that is used in any way in connection with this Contract.

23.2.5 Other Insurance

The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

23.2.6 Waiver of Subrogation

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Each insurance policy obtained by the Contractor or any subcontractor in accordance with clause 24.2.4 shall include the following clause:

"Waiver of Subrogation

It is understood and agreed that in the event of a loss and upon payment of any claim hereunder, the insurer will waive its right of subrogation against the REGIONAL DISTRICT and any of their servants, agents, employees, parent, subsidiary, affiliated or related firms."

23.2.7 Indemnity Not Restricted By Insurance

The provisions for insurance shown above shall not in any way limit the indemnity granted by the Contractor to the Indemnified Parties elsewhere in this section.

23.2.8 Maintenance of Insurance

All required insurance shall be maintained until final completion of the work, including the making good of faulty work and materials, except that coverage of Completed Operations Liability shall in any event be maintained for 12 months from date of final acceptance by the REGIONAL DISTRICT.

PART 24 HOURS OF WORK

Unless alternate arrangements have been made in writing with the authority (ies) with jurisdiction, no work will be permitted outside the hours defined below:

"Before 7:00 a.m. or after 9:00 p.m., Monday to Saturday and before 9:00 a.m. or after 9:00 p.m., on Sundays and Statutory Holidays."

PART 25 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such a delay or failure is due to fire, flood, explosion, war, embargo, governmental action, act of public authority, pandemic or epidemic, act of god or to any other cause beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last longer than 30 calendar days, the REGIONAL DISTRICT may terminate this agreement immediately by written notice to the contractor without further liability, expense, or cost of any kind.

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PART 26 DISPUTE RESOLUTION

26.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

(a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and

(b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

26.2 If the parties are unable to negotiate a resolution within 30 days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre (BCICAC), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator.

26.3 The parties will be responsible for their own costs under this dispute resolution process.

PART 27 INDEPENDENT CONTRACTOR

27.1 The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the REGIONAL DISTRICT or that any agency, joint venture or partnership exists between the *Contractor* and the *REGIONAL DISTRICT*.

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End of GENERAL TERMS & CONDITIONS OF CONTRACT