REQUEST FOR TENDERS No. 22-040

Dashwood & Cranberry VFD Fabric Covered Buildings

ISSUED: March 30, 2022

CLOSING DATE AND TIME:
Tenders are requested to be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on April 27, 2022

Submissions and questions are to be directed to:
Gerald St. Pierre, P.Eng., PMP
Project Engineer, Engineering Services
Regional District of Nanaimo
T: (250) 390-6751 | Email: gstpierre@rdn.bc.ca

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

Proponent's Site Meeting:
A formal site meeting will not be held.

Project Introduction

The Regional District of Nanaimo is requesting Tenders from qualified and experienced Contractors for the supply, delivery, and installation of four new (4) fabric covered buildings at two (2) different locations as per the enclosed general specifications.

Location 1: Dashwood Volunteer Fire Department, 230 Hobbs Road, Qualicum Beach, BC V9K 2B2 (3 covered buildings)

Location 2: Cranberry Volunteer Fire Department, 3500 Hallberg Road, Ladysmith, BC V9G 1K1 (1 covered building)

Work is required to be completed in a turnkey manner by September 30, 2022

Instructions to Bidders

Article 1. Closing Date/Time/Submission Method
Tenders must be submitted on or before 3:00 PM (15:00 hrs), Pacific Time, April 27, 2022

Submission Method:

By Email, in PDF format with "22-040 Fabric Covered Buildings" as the subject line at this electronic address:

gstpierre@rdn.bc.ca

Please note: Maximum email file size limit is 15MB, or less. The RDN will not be held responsible for any technological delays.

Tenders received in any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Site Visit
No formal site visit will be conducted. It is the sole responsibility of potential contractors to be familiar with the site to determine the existing conditions, layouts and limitations and ask any questions. In submitting a Tender, the contractor confirms they have viewed the site and the Tender includes any equipment, materials, and labour, necessary to complete this project in a turnkey manner. The contractor will rely entirely upon his/her own judgment in submitting a Tender and include a sum sufficient to cover all items required for the contract. Bidders may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

Article 3. Addenda
If the Regional District determines that an amendment is required to this Tender, the Regional District will post an addendum on the Regional District (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid websites (https://www.bcbid.gov.bc.ca/open.dll/welcome?language=En). Each addendum will be

incorporated into and become part of the TENDER. No amendment of any kind to the Tender is effective unless it is contained in a written addendum issued by the Regional District. It is the sole responsibility of the Proponent to check and ensure all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

All pricing is to be in Canadian Dollars. Prices shall be filled as indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the Regional District reserves the right to correct the totals.

ARTICLE 5. Federal and Provincial Sales Taxes

Prices shall include provincial sales tax payable on all applicable materials and equipment incorporated in the work. GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing

The Tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders

Any revision to the Tender by the Tenderer must be in writing properly executed and received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

Where a Tenderer submits multiple revisions to the original Tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or Tender price. If in the opinion of the Regional District, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of this article, that revision will be disregarded and the original Tender price, or the Tender price determined by consideration of any other revisions will prevail. The Regional District, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice, withdraw their Tender upon written request received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Rejection

.1 The Regional District reserves the right to reject any or all Tenders or accept other than the lowest Tender and to accept the Tender which it deems most advantageous.

.2 The Regional District may reject a Tender if:

a) After investigation and consideration, the Regional District 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 Regional District.

b) A Tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
c) A Tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.
d) The Regional District may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the Regional District, its elected or appointed officers and employees in relation to:
   - any other contract for works or services; or
   - any matter arising from the Regional District exercise of its powers, duties, or functions under the Local Government Act 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 Regional District will consider whether the litigation is likely to affect the Tenderer's ability to work with the Regional District, its consultants, and representatives and whether the Regional District's experience with the Tenderer indicates that the Regional District is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

.3 The Regional District may reject all Tenders if for any reason the Regional District considers to be in its best interest to do so, including without limitation for any of the following reasons;
a) the lowest Tender that the Regional District considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
b) the Regional District decides not to proceed with the project or to defer the project;
c) if only one bid is received, then the Tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers; or
d) the Regional District is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.4 The Regional District reserves the right to consider and to reject any Tender or all Tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the Regional District be responsible for a Tenderer's costs of preparing or submitting a Tender.

ARTICLE 10. Award

Awards shall be made on Tenders that will give the greatest value based on quality, service, and price. The Owner will, following receipt of an acceptable Tender, issue in writing a Notice of Intent to Award to the successful Tenderer.

ARTICLE 11. Form of Agreement

The Agreement and General Conditions of the contract are enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may request that RDN consider

revisions to the form of Contract. Tenderers 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.

ARTICLE 12. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, by participating in the Tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 13. Solicitation of Board Members

"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the Regional District in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 14. WorkSafe BC Prime Contractor

The successful Tenderer will be designated as the Prime Contractor. The successful Tenderer must be qualified and willing to take on this responsibility 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.

The Prime Contractor will be required to coordinate the safety of all workers on the work site, including their employees, their subcontractors, REGIONAL DISTRICT work crews and their contractors, and private utilities, (such as BC Hydro, Telus, Shaw and FortisBC).

Prior to commencing work, the successful Tenderer will be required to provide the Regional District with its latest WorkSafeBC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date. Otherwise, no work can commence until the Tenderer is either reinstated in good standing or if the Regional District decides to cancel the agreement because this would result in an unacceptable time delay.

ARTICLE 15. Freedom of Information and Protection of Privacy Act

All documents submitted to the Regional District will be held in confidence subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.*

ARTICLE 16. CONFLICT OF INTEREST

The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the REGIONAL DISTRICT or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. COLLUSION

The Tenderer shall not engage in collusion and must prepare their submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Tender for the same work.

ARTICLE 18. UTILITIES

The Tenderer will need to provide their own utilities if required (i.e. power, water, washroom facilities, mobile phones, etc.)

Tender No. 22-040
Dashwood & Cranberry VFD Fabric Covered Buildings
TENDER FORM

Date: _____

Company: _____

Address: _____

Telephone:_____ Email: _____

To: Regional District of Nanaimo Via email to gstpierre@rdn.bc.ca

SCHEDULE 1 – SCHEDULE OF PRICES

Having examined the Project sites and having carefully examined all of the tender documents including all issued Addenda, we hereby offer to perform the Work set forth in the aforesaid documents in a turnkey manner for the pricing in Canadian Dollars. Prices include the Contractor's labour, material, equipment, material costs, travel, overhead and profit, and shall represent the total costs to the RDN excluding GST which shall be shown separately.

Location 1: Dashwood Volunteer Fire Department, 230 Hobbs Road, Qualicum Beach, BC V9K 2B2
Location 2: Cranberry Volunteer Fire Department, 3500 Hallberg Road, Ladysmith, BC V9G 1K1

1.	**Price for Location 1 Only:**	**$**_____
	GST (5%):	**$**_____
	Total Contract Price:	**$** _____
2.	**Price for Location 2 Only:**	**$**_____
	GST (5%):	**$** _____
	Total Contract Price:	**$** _____
3.	**Price for Locations 1 and 2 Combined:**	**$**_____
	GST (5%):	**$** _____
	Total Contract Price:	**$** _____

REGIONAL DISTRICT OF NANAIMO

SCHEDULE 2 – STRUCTURE SPECIFICATIONS & GENERAL LAYOUT

Attach specifications for fabric structures and a general layout for each site with your Tender submission.

SCHEDULE 3 – WARRANTY INFORMATION ON STRUCTURES

Attach complete warranty information for fabric structures with your Tender submission.

ACCEPTANCE

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

.2 Submission of this Bid implies acceptance of the existing conditions at the sites.

.3 We understands the RDN reserves the right to split the award on a lowest cost per location basis or award both locations to one vendor with the lowest overall cost.

.4 We understand that the lowest or any Bid will not necessarily be accepted. The RDN reserves the right to cancel one location or both locations if it decides not to proceed with the Project(s).

.5 The RDN reserves the right to waive minor defects or irregularities in the bid and correct any extension mathematical errors.

.6 The Tenderer agrees to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations Sections 20.2 Notice of Project and 20.3 Coordination of Multiple Employer Workplaces and Workers' Compensation Act, Section 118 Coordination of Multiple-Employer Workplaces (1) and (2). We are qualified and are willing to accept the responsibilities as Prime Contractor for the project.

.7 We can complete the work by September 30, 2022.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

GENERAL SPECIFICATIONS

Location 1: Dashwood Volunteer Fire Department, 230 Hobbs Road, Qualicum Beach, BC V9K 2B2

Three (3) 20'W x 40'L fabric covered buildings with single-row high lock-block foundations set on-grade. Including supply, delivery, and installation as shown on the attached sketch.

- Heated. Heaters to be supplied and installed in the buildings, including wiring to a general duty fusible safety switch in a NEMA Type 3R enclosure, mounted on an interior wall. 120/208V, 3PH.
- One (1) 12'W x 12'H steel, lockable, chain hoist operated overhead or manual roll-up door and one (1) lockable, steel-clad exterior personnel door, both installed on the same front gable end of each building.

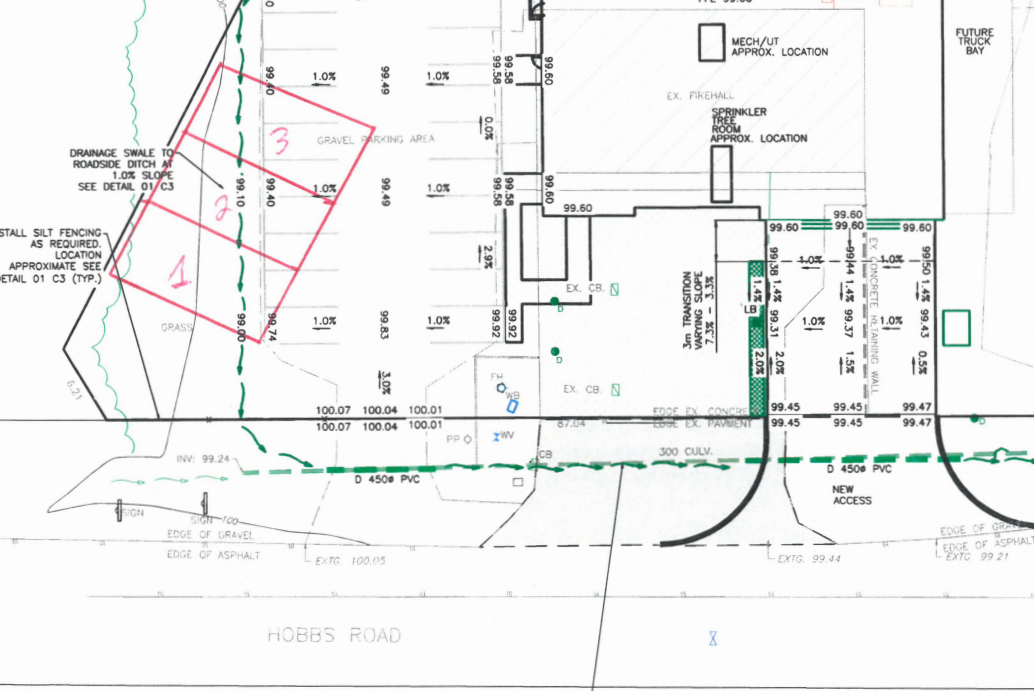
Location 2: Cranberry Volunteer Fire Department, 3500 Hallberg Road, Ladysmith, BC V9G 1K1

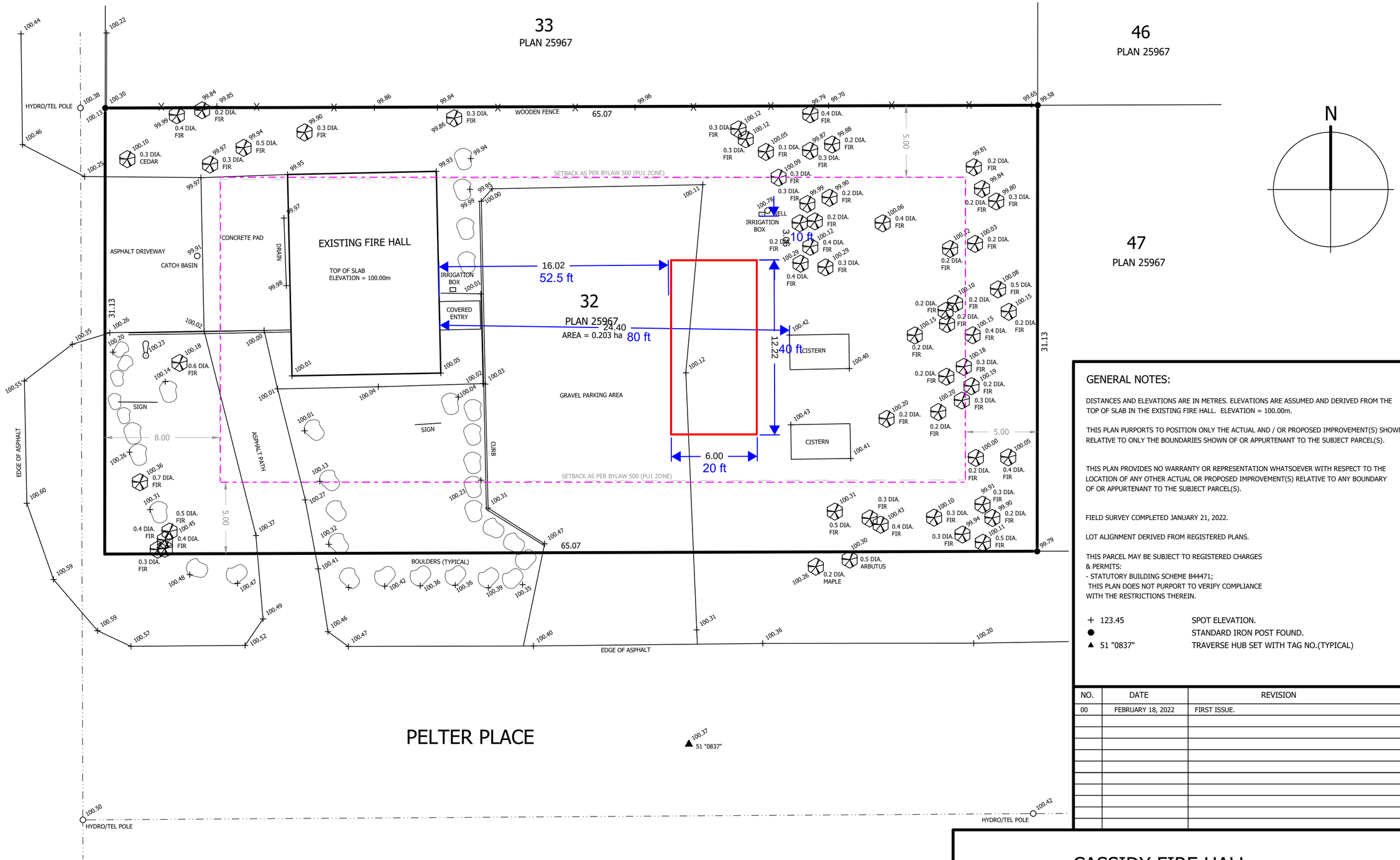
One (1) 20'W x 40'L fabric covered building with single-row high lock-block foundation set on-grade. Including supply, delivery, and installation as shown on the attached sketch.

- One (1), steel, lockable, chain hoist operated overhead or manual roll-up door on the front gable (20' wide section), with minimum dimensions 12'W x 12'H
- One (1), lockable, steel-clad exterior personnel door on the front gable, or on the side at same end of building as the overhead doors
- Unheated
- Vents in each gable

Additional Requirements for both locations (1 and 2):

- Installation must be fully complete by Sept 30th, 2022.
- Structures not to exceed 8.0m in height.
- Steel frame and fasteners to be hot-dip galvanized.
- Foundations set on-grade – no excavation required. Basic site preparation and electrical connections to be completed by others.
- Design and engineering for post-disaster occupancy sealed by P.Eng., including drawings, Schedule B and ULC fabric fire test. Engineering to include anchorage to lock-block base.
- Onsite inspection by P.Eng. and completion of necessary Schedules to comply with BC Building Code requirements for post-disaster buildings.
- All shipping, delivery, equipment, and crew costs should be included in the quote.
- Cover fabrics to be:
  - Vinyl, polyethylene or approved alternate.
  - Fire rated conforming to CAN-ULC S-109 or approved alternate.
  - UVA and UVB protected and lacquered to protect against mildew and staining.
  - Complete with minimum 15-year warranty.
  - White or grey in colour.


MECH/UT
APPROX. LOCATION
FUTURE
TRUCK
BAY
EX. FIREHALL
SPRINKLER
TREE
ROOM
APPROX. LOCATION
DRAINAGE SWALE TO
ROADSIDE DITCH AT
1.0% SLOPE
SEE DETAIL 01 C3
GRAVEL PARKING AREA
STALL SILT FENCING
AS REQUIRED.
LOCATION
APPROXIMATE SEE
DETAIL 01 C3 (TYP.)
GRASS
EX. CB.
EX. CONCRETE RETAINING WALL
EDGE EX. CONCRETE
EDGE EX. PAVEMENT
87.04
300 CULV.
INV. 99.24
D 450ø PVC
CB
SIGN
SIGN 100
EDGE OF GRAVEL
EDGE OF ASPHALT
EXTG. 100.05
NEW
ACCESS
EXTG. 99.44
EDGE OF GRASS
EDGE OF ASPHALT
EXTG. 99.21
HOBBS ROAD



GENERAL NOTES:

DISTANCES AND ELEVATIONS ARE IN METRES. ELEVATIONS ARE ASSUMED AND DERIVED FROM THE TOP OF SLAB IN THE EXISTING FIRE HALL. ELEVATION = 100.00m.

THIS PLAN PURPORTS TO POSITION ONLY THE ACTUAL AND / OR PROPOSED IMPROVEMENT(S) SHOWN RELATIVE TO ONLY THE BOUNDARIES SHOWN OF OR APPURTENANT TO THE SUBJECT PARCEL(S).

THIS PLAN PROVIDES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE LOCATION OF ANY OTHER ACTUAL OR PROPOSED IMPROVEMENT(S) RELATIVE TO ANY BOUNDARY OF OR APPURTENANT TO THE SUBJECT PARCEL(S).

FIELD SURVEY COMPLETED JANUARY 21, 2022.

LOT ALIGNMENT DERIVED FROM REGISTERED PLANS.

THIS PARCEL MAY BE SUBJECT TO REGISTERED CHARGES & PERMITS:
- STATUTORY BUILDING SCHEME B44471;
THIS PLAN DOES NOT PURPORT TO VERIFY COMPLIANCE WITH THE RESTRICTIONS THEREIN.

+ 123.45	SPOT ELEVATION.
●	STANDARD IRON POST FOUND.
▲ 51 "0837"	TRAVERSE HUB SET WITH TAG NO.(TYPICAL)

NO.	DATE	REVISION
00	FEBRUARY 18, 2022	FIRST ISSUE.

SCALE 1:200

0 2 4 6 8 10 20 metres

PROJECT: CASSIDY FIRE HALL
3500 HALLBERG ROAD

CLIENT: REGIONAL DISTRICT OF NANAIMO

DRAWING: TOPOGRAPHIC

DATE: FEB. 18/22

SCALE: 1:200

DRAWN: TP

FILE: 21169-1 TOPO
BP: 21169

SHEET: 1 OF 1

WILLIAMSON & ASSOCIATES
PROFESSIONAL SURVEYORS
3088 BARONS ROAD NANAIMO B.C. V9T 4B5
PHONE: (250) 756-7723 FACSIMILE (250) 756-7724
EMAIL: WAPS@VIBCLS.CA

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 September 30, 2022.

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 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

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.

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 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.

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.

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.

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 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, 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

Commercial General Liability Insurance providing third party bodily injury, death and property damage coverage in an amount of not less than $5,000,000 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

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

24.1 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

25.1 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, pandemic, epidemic, explosion, war, embargo, governmental action, act of public authority, 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.

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 the dispute resolution process set out in this part 21.0.

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*.

PART 28 UTILITIES

28.1 The Contractor shall be responsible for providing and paying for any utilities it requires to perform the work (i.e. power, water, washroom facilities, mobile phones, etc.)