REQUEST FOR TENDERS No. 22-079

790/796 Nanaimo River Road Hazardous Property Removal Services

ISSUED: September 27, 2022

CLOSING DATE AND TIME:
Tenders are requested to be received on or before:
3:00 PM (15:00 hrs) Pacific Time on October 18, 2022

Submissions and Questions are to be directed to:
Dion Klassen, Bylaw Enforcement Officer
250-390-6553
DKlassen@rdn.bc.ca

MANDATORY SITE MEETING:
A **mandatory site meeting** is scheduled for **October 6, 2022, at 10:00 a.m.** convening on the roadside at 796 Nanaimo River Road. A sign in sheet will be provided. All persons in attendance must bring their own personal protection equipment (i.e. steel toe footwear, high visibility vest, etc.).

Project Introduction

The purpose of this Tender is to solicit submissions from qualified and experienced firms to provide hazardous property removal services at 790/796 Nanaimo Lakes Road, Nanaimo, BC.

The work must be completed on or before November 3, 2022.

Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, October 18, 2022.

Submission Method:

By Email Only: With "22-079 Hazardous Property Removal Services" as the subject line at this electronic address:

DKlassen@rdn.bc.ca

The RDN will not be responsible for any technological delays. Vendors are advised to allow themselves enough time to submit their Tender according to these instructions.

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

ARTICLE 2. Scope of Work

The general scope of work includes:

- Removing and legally disposing offsite all occupied recreation vehicles and associated structures.
- Removing and legally disposing offsite all non-approved electrical and sewage connections to the occupied recreation vehicles and associated structures.
- Removing and legally disposing offsite all garbage, derelict vehicles, debris, and discarded materials on the premises.
- Removing and legally disposing offsite anything else identified at the mandatory site visit.

Contractor's responsibilities:

a) Any and all required permits will be the responsibility of the successful contractor unless noted otherwise.

b) Contractor will need to make their own provisions for power, water and washrooms if required.

ARTICLE 3. Mandatory Site Visit

A mandatory site meeting is scheduled for October 6, 2022, at 10:00 a.m. convening on the roadside at 796 Nanaimo River Road, Nanaimo, B.C. It is the responsibility of the 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 that he/she has viewed the site and the tender includes any equipment, materials, and labour necessary to complete this work 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.

ARTICLE 4. Examine Documents and Site

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. 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. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 5. Addenda

If the REGIONAL DISTRICT determines that an amendment is required to this TENDER, the REGIONAL DISTRICT will post an addendum on the RDN (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid websites (https://new.bcbid.gov.bc.ca/) . 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 6. Tender Price

All pricing is to be in Canadian Dollars. Prices shall be filled in 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 7. 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 8. 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 9. Revisions to Tenders

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

If in the opinion of the REGIONAL DISTRICT, any revision is unclear, ambiguous as to meaning or intent, the 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 10. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 11. 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's 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) 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 12. 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 13. Form of Agreement

The Agreement and General Conditions of the contract are enclosed at the end of this document. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract. Proponents 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 Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

ARTICLE 14. 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, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 15. 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 16. WorkSafe BC Prime Contractor

The successful Tenderer 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.

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 17. Freedom of Information and Protection of Privacy Act
All documents submitted to the REGIONAL DISTRICT will be held in confidence by the REGIONAL DISTRICT, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act.*

ARTICLE 18. HOURS OF WORK
Tenderer is advised that 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."

ARTICLE 19. CONFLICT OF INTEREST
The Bidder 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 Bidder, 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 20. COLLUSION
The Bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the Bidder has an interest in the Bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

22-079 TENDER FORM
790/796 Nanaimo River Road Hazardous Property Removal Services

Date: _____

Company Name:_____

Address: _____

Telephone:_____ Email: _____

To: Regional District of Nanaimo
Dion Klassen
DKlassen@rdn.bc.ca

Having examined the Project site and having carefully examined all of the tender documents including any addenda issued as supplements thereto, we hereby offer to perform the Work set forth in the aforesaid documents for the Stipulated Contract Price. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, and shall represent the cost to the Owner of such charges excluding GST which shall be shown separately.

Lump Sum Total $_____

GST (5%) $_____

Total Stipulated Contract Price $_____

ACCEPTANCE

.1 The tender is open to acceptance for a period of thirty (30) calendar days from the date of bid closing.

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

.3 We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.

.4 The Owner reserves the right to waive minor defects or irregularities in the bid.

22-079 TENDER FORM
790/796 Nanaimo River Road Hazardous Property Removal Services

.5 We agree to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations and have the necessary qualifications and are willing to accept the responsibilities as Prime Contractor for the project.

.6 We can complete the work by November **3, 2022.**

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

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, including all applicable taxes, shall be the sum in Canadian Dollars of the following:

   (a) $ _____, and

   (b) any payments made on account of changes, 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 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.

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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 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 3 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 4 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.

SAMPLE

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 5 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 6 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 7 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.

SAMPLE

PART 8 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.

SAMPLE

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

PART 9 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 10 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 11 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. Contractor will make their own provisions for power, water and washrooms if required.

PART 12 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 13 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 14 CURRENCY OF PAYMENT

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

SAMPLE

PART 15 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 16 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 17 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 or the schedule. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work or the schedule or both, the contract price and schedule shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

PART 18 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 19 INSURANCE

Insurance Obtained by Contractor

SAMPLE

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.

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.

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.

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.

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.

Waiver of Subrogation

SAMPLE

Each insurance policy obtained by the Contractor or any subcontractor 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."

PART 20 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, pandemic, epidemic, 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 21 DISPUTE RESOLUTION

21.1 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.

21.2 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.

SAMPLE

21.3 The parties will be responsible for their own costs under the dispute resolution process set out in this part 21.0.

PART 22 INDEPENDENT CONTRACTOR

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 23 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."

SAMPLE