



City of Courtenay

Request for Quotation

Q20-03

Courtenay Cemetery Concrete Works

August 27, 2020

TABLE OF CONTENTS

0.0	SUMMARY OF KEY INFORMATION.....	3
1.0	INTENT.....	4
2.0	DOCUMENT AVAILABILITY AND REponsibility	4
3.0	DEFINITIONS.....	4
4.0	MANDATORY SITE TOUR.....	5
5.0	SCOPE OF WORK	5
6.0	SITE SECURITY	5
7.0	HEALTH & SAFETY	5
8.0	SUBMISSION FORMAT.....	6
9.0	INSTRUCTIONS TO PROPONENTS.....	8
10.0	EVALUATION CRITERIA.....	8
11.0	GENERAL TERMS & CONDITIONS.....	9
12.0	ATTACHMENTS.....	12

SUMMARY OF KEY INFORMATION

RFQ Reference	RFQ Q20-03 Courtenay Cemetery Concrete Works
Overview of the Opportunity	The purpose of this RFQ is to supply and install concrete works for the Courtenay Cemetery.
Questions?	Questions are to be submitted in writing quoting the RFQ number and name, send to email purchasing@courtenay.ca
Addenda	Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids
Closing Date and Time	2:00 pm Pacific Standard Time Friday, September 11, 2020
Instructions for Submission	Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca 1. In the subject field enter: RFQ Number and Name 2. Phone 250-338-1766 Ext. 7646 should assistance be required
Participation	The guidelines for participation that will apply to this RFQ are included in the this RFQ.
Obtaining RFQ Documents	RFQ documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids

1.0 INTENT

The City of Courtenay (the “City”) invites quotations from qualified contractors for the supply and installation of concrete works for the Courtenay Cemetery.

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFQ is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFQ documents directly. No registration, tracking or other recording of RFQ documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

“City” or “Owner” means the City of Courtenay;

“Contract” means the written agreement or purchase order resulting from this RFQ awarded to and/or executed by the City and the successful Proponent;

“Contract Documents” means the Request for Quotation documents, that part of the Quotation which is accepted by the City, the purchase order and executed agreement, if any, all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“Council” means the City of Courtenay Council;

“must”, “mandatory”, “required”, “shall”, means a requirement that must be met in order for a Quotation to receive consideration;

“Proponent” means a party, a company or an individual that has obtained a copy of this Request for Quote and submits, or intends to submit, a Quotation in response to this “Request for Quotation”;

“Quotation” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFQ;

“RFQ” means Request for Quotation;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFQ;

4.0 MANDATORY SITE TOUR

A mandatory site tour is scheduled for Thursday, September 3, 2020 at 1pm. The cemetery address is 4768 Old Island Highway.

This meeting is mandatory and only proposals from proponents attending this meeting and signing the Mandatory Site Meeting sign-in form will be considered in the evaluation for the contract.

This meeting will be dependent on the current COVID-19 situation.

Please RSVP to purchasing@courtenay.ca if you plan on attending.

5.0 SCOPE OF WORK

The services to be completed will include, but are not limited to, the following:

- Provide all necessary labour, supplies and equipment.
- Provide all necessary materials and site preparations to bring the area up to proper elevation.
- Supply concrete and reinforcement as detailed in Schedule B and Schedule C.
- Install concrete works as per the Cemetery Niche Garden design drawings attached as Schedule B.
 - There are five (5) niche wall concrete bases required.
- Clean work sites of all debris, waste, etc. as required by the City project representative.
- Provide additional concrete works as may be required and approved by the City's project representative during the project schedule.
- The Contractor shall provide a one (1) year materials and labour warranty for the concrete works.

6.0 SITE SECURITY

The Contractor shall provide site security during the concrete curing process to ensure the concrete work quality is not defaced in any way.

7.0 HEALTH & SAFETY

The Proponent must submit a copy of a company WorkSafe BC compliant COVID-19 Exposure Control Plan that is directly related to the work outlined in this RFQ with their submission.

The Proponent must submit a copy of the company Safety Manual that is directly related to the work outlined in this RFQ with their submission.

The successful Contractor shall be designated the Prime Contractor in the immediate work area

and will be required to sign and submit the attached Prime Contractor Designation.

8.0 SUBMISSION FORMAT

8.1 Title Page

Showing RFQ title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

8.2 Company Profile

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliations;
- Company's history;
- Other goods or services provided by your company;
- Current contracts of similar or relative scope;
- Provide a statement confirming the company doesn't have any foreseeable financial difficulties that could potentially inhibit the company from providing the obligations of the contract.

8.3 Qualifications & Experience

Proponents shall have a minimum 5 years experience in providing goods and/or services of similar scope and nature. Include a detailed description of the experience of the Proponent and the proposed project team that will be assigned to this project, demonstrating their experience to undertake the work outlined in this RFQ. Include a list of at least 3 relevant completed projects with client references and telephone number/email contact information for each project. By submitting a Quotation the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Quotation.

8.4 Pricing

A lump sum cost is to be provided for the completion of the work mentioned in the RFQ. Include the pricing breakdown leading to this number and the estimated concrete quantities required.

Provide a schedule of rates if any additional concrete works are deemed necessary.

8.5 Schedule

Proponents should provide a schedule outlining timelines to complete the scope of work from the date of contract award.

8.6 Product Specification Compliance

Proponents should provide concrete mix designs to demonstrate compliance to the specifications listed in the RFQ.

Proponents should list all the other products they intend on using to complete the work.

8.7 Schedule A – Form of Submission

The Schedule A – Form of Submission must be submitted with the Proponent’s quotation. The Form of Submission must be signed by an authorized representative of the company.

9.0 INSTRUCTIONS TO PROPONENTS

9.1 An electronic submission of the quotation in .pdf format must be submitted to:

["purchasing@courtenay.ca"](mailto:purchasing@courtenay.ca) no later than 2:00pm PST, Friday, September 11, 2020, the RFQ closing date. The email subject line shall read **"Q20-03 Courtenay Cemetery Concrete Works"**.

It is the sole responsibility of the Proponent to ensure that their quotation is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All quotations, including Form of Submission, must be signed by an authorized Proponent representative.

Submission of a quotation indicates acceptance by the Proponent of the conditions contained in this RFQ, unless clearly and specifically noted in the quotation submitted.

9.2 Questions are to be submitted in writing up to 2 business days prior to the RFQ Closing Date quoting the RFQ name, number and contact person below, and sent to email purchasing@courtenay.ca.

Graham Peterson
Procurement Specialist, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

9.3 Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a quotation and accept that quotation.

10.0 EVALUATION CRITERIA

10.1 General

a) An evaluation committee made up of City staff will be reviewing quotation submissions. The City reserves the right to accept any or none of the quotations submitted and will evaluate quotations based on best value and not necessarily the lowest cost.

10.2 Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the quotations submitted and will evaluate quotation submissions based on "best value" using the following criteria:

Quotation Evaluation Criteria Description	Criteria Weight
Financial Cost to the City	45 points
References and Related Experience	10 points
Schedule	20 points
Product Specification Compliance	25 points

11.0 GENERAL TERMS & CONDITIONS

11.1 Not a Tender Call

This RFQ is not a tender call, and the submission of any response to this RFQ does not create a tender process. This RFQ is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Quotations will not be opened in public.

11.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFQ process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFQ will continue, or that this RFQ process or any RFQ process will result in a contract with the City for the purchase of the product, service or project.
- b) The City reserves the right to accept or reject all or part of the quotation, however the City is not precluded from negotiating with the successful Proponent to modify its quotation to best suit the needs of the City.
- c) The City reserves the right to reject, at the City's sole discretion, any or all quotations if the quotation is either incomplete, obscure, irregular or unrealistic.
- d) Further, a quotation may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with federal, provincial and municipal legislation.
- e) The City reserves the right to accept or reject a quotation where only one quotation is received.
- f) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a quotation and accept that quotation.
- g) The City reserves the right to award the contract to other than the lowest cost Proponent.
- h) Award of any contract resulting from this RFQ may be subject to City of Courtenay Council approval, and budget considerations.
- i) The City reserves the right to cancel this RFQ at any time.

11.3 Cost of Preparation

Any cost incurred by the Proponent in the preparation of the quotation will be solely at the expense of the Proponent.

11.4 Confidentiality and Freedom of Information and Protection of Privacy Act

The quotation should clearly identify any information that is considered to be confidential or proprietary information (the “Confidential Information”). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can’t guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

11.5 Irrevocability of Quotations

By submission of a written request, the Proponent may amend or withdraw its quotation prior to the closing date and time. Upon closing time, all quotations become irrevocable and are valid for a minimum of **60** days. By submission of a quotation the Proponent agrees should the quotation be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

11.6 Pricing

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

11.7 Sub-Contracting

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

11.8 Accuracy of Information

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFQ.

11.9 Default

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 15(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 15(a) or 15(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

11.10 Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFQ, whether before or after the submission of the quotation, the City shall be entitled to reject or not accept the quotation.

11.11 Applicable Laws and Agreements

- a) The laws of the Province of B.C. shall govern this request for quotation and any subsequent Contract resulting.
- b) This RFQ is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

11.12 Ownership of Materials and Copyright

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.
- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor's title in the Material. The Contractor retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").
- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11.13 Corporate Climate Action Strategy Requirements

Vehicle Idling

In the interest of reducing negative impacts on the environment, all Contractors and Consultants working directly or indirectly for the City on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce or eliminate engine idling.

11.14 Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

All invoices must be emailed to finance@courtenay.ca, please do not mail invoices in addition to emailing.

11.15 **Business License and Permits**

Contractors are required to acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-municipal Business License prior to the commencement of the work and for the term of the Contract.

11.16 **Insurance**

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) **Commercial General Liability Insurance** in an inclusive amount of not less than \$2,000,000 per occurrence. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.
- b) **Motor Vehicle Insurance ICBC APV47 form** - Bodily Injury and Property damage in an amount no less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- c) The successful Proponent shall be responsible for **WorkSafe BC** assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the province of British Columbia.

11.17 **Agreement**

The successful Proponent will be required to enter into a formal agreement with the City prior to the Contract commencement, template attached for reference.

12.0 **ATTACHMENTS**

- a) Schedule A - Form of Submission
- b) Schedule B – Cemetery Niche Garden Plans
- c) Schedule C – Technical Specifications
- d) Schedule D – Standard Contractor Agreement
- e) Schedule E – Prime Contractor Designation Form

SCHEDULE A
FORM OF SUBMISSION

The Proponent offers to supply to the City of Courtenay the goods and services for the prices not including GST as follows:

- | | |
|---|------------------|
| 1. Courtenay Cemetery Concrete Works | \$_____ Lump Sum |
| 2. Schedule of Rates Included | Yes or No |
| 3. Safety Manual Included | Yes or No |
| 4. Company WorkSafe BC compliant COVID-19 Exposure Control Plan | Yes or No |
| 5. References & Related Experience Included | Yes or No |
| 6. Schedule Included | Yes or No |
| 7. Product Specifications Included | Yes or No |

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this quotation.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFQ, submit this quotation in response to the RFQ. This quotation is offered by the Proponent this _____ day of _____, 20__.

Signature of Authorized Signatory

Print Name and Position of Signatory

CITY CEMETERY

APPENDIX B

Technical Specifications

STRUCTURAL CONCRETE REINFORCEMENT

- 1.0 GENERAL** .1 Section 03 20 00S refers to those portions of the work that are unique to the production and installation of concrete reinforcing by steel. This section must be referenced and interpreted simultaneously with all other sections pertinent to the works described herein.
- 1.1 Related Work** .1 Cast-in-Place Structural Concrete Section 03 30 00S
- 1.2 References** .1 Not applicable.
- 1.3 Submittals** .1 Prepare reinforcement drawings in accordance with RSIC Manual of Standard Practice.
- .2 Shop Drawings:
- .1 Indicate placing of reinforcement and:
 - .2 Bar bending details.
 - .3 Lists.
 - .4 Quantities of reinforcement.
 - .5 Sizes, spacing, locations of reinforcement and mechanical splices if approved by Contract Administrator, with identifying code marks to permit correct placement without reference to structural drawings.
 - .6 Indicate sizes, spacing and locations of chairs, spacers and hangers.
 - .7 Detail lap lengths and bar development lengths to CAN/CSA-S6-14, unless otherwise indicated.
 - .8 Provide type B unless otherwise indicated.
- .3 Mill Test Report: provide Contract Administrator with certified copy of mill test report of reinforcing steel, showing physical and chemical analysis, prior to commencing reinforcing work.
- .4 Submit in writing to Contract Administrator proposed source of reinforcement material to be supplied.
- 2.0 PRODUCTS**
- 2.1 Materials** .1 Substitute different size bars only if permitted in writing by the Contract Administrator.
- .2 Reinforcing steel: billet steel, grade 400, deformed bars to CAN/CSA-G30.18, unless indicated otherwise.
- .3 Reinforcing steel: weldable low alloy steel deformed bars to CSA-G30.18.
- .4 Cold-drawn annealed steel wire ties: to ASTM A1064/A1064M.
- .5 Chairs, bolsters, bar supports, spacers: to CAN/CSA-A23.1/A23.2.
- .1 Plain round bars: to CSA-G40.20/G40.21.
- .6 Mechanical splices: subject to approval of the Contract Administrator.
- 2.2 Fabrication** .1 Fabricate reinforcing steel in accordance with CAN/CSA-A23.1/A23.2 and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada, unless indicated otherwise.
- .2 All hooks and bends shall be bent using the pin diameters and dimensions as recommended in the Reinforcing Steel Institute of Canada (RSIC), Manual of Standard Practice.

STRUCTURAL CONCRETE REINFORCEMENT

- .3 Obtain the Contract Administrators approval for locations of reinforcement splices other than those shown on placing Drawings.
- .4 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.
- 3.0 EXECUTION**
- 3.1 Delivery, Storage and Handling**
 - .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
 - .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
 - .3 Storage and Handling Requirements:
 - .1 Store materials off ground and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Replace defective or damaged materials with new.
- 3.2 Field Bending**
 - .1 Do not field bend or field weld reinforcement except where indicated or authorized by the Contract Administrator.
 - .2 When field bending is authorized, bend without heat, applying a slow and steady pressure. Bending to occur around a pin, pin diameter to meet requirements of RSIC.
 - .3 Replace bars that develop cracks or splits.
- 3.3 Placing Reinforcement**
 - .1 Place reinforcing steel as indicated on reviewed placing Drawings and in accordance with CAN/CSA-A23.1/A23.2.
 - .2 Prior to placing concrete, obtain the Contract Administrator's approval of reinforcing material and placement.
 - .3 Ensure cover to reinforcement is maintained during concrete pour.

END OF SECTION 03 20 00 S

CAST-IN-PLACE STRUCTURAL CONCRETE

- 1.0 GENERAL** .1 Section 03 30 00S refers to those portions of the work that are unique to the production and installation of concrete for bridge structures. This section must be referenced and interpreted simultaneously with all other sections pertinent to the works described herein.
- 1.1 Related Work** .1 Structural Concrete Reinforcement. Section 03 20 00S
- 1.2 References** .1 Not applicable.
.2 Abbreviations and Acronyms.
.1 Portland Cement: hydraulic cement, blended hydraulic cement (XXb - b denotes blended) and Portland-limestone cement.
.1 Type GU, GUb and GUL - General use cement.
.2 Type MS and MSb - Moderate sulphate-resistant cement.
.3 Type MH, MHb and MHL - Moderate heat of hydration cement.
.4 Type HE, HEb and HEL - High early-strength cement.
.5 Type LH, LHb and LHL - Low heat of hydration cement.
.6 Type HS and HSb - High sulphate-resistant cement.
.2 Fly ash:
.1 Type F - with CaO content less than 8%.
.2 Type CI - with CaO content ranging from 8 to 20%.
.3 Type CH - with CaO greater than 20%.
.3 GGBFS - Ground, granulated blast-furnace slag.
- 1.3 Submittals** .1 Concrete pours: provide accurate records of poured concrete items indicating date and location of pour, quality, air temperature, strength, slump, add-mixtures and test samples taken.
.2 Concrete hauling time: provide for review by Contract Administrator deviations exceeding maximum allowable time of 120 minutes for concrete to be delivered to site of Work and discharged after batching.
.3 Provide copies of WHMIS MSDS.
.4 Certificates:
Minimum 4 weeks prior to starting concrete work submit to Owner's Representative manufacturer's test data and certification by qualified independent inspection and testing laboratory that following materials will meet specified requirements:
.1 Portland cement.
.2 Blended hydraulic cement.
.3 Supplementary cementing materials.
.4 Grout.
.5 Admixtures.
.6 Aggregates.
.7 Water.
.5 Provide certification that mix proportions selected will produce concrete of quality, yield and strength as specified in concrete mixes, and will comply with CSA-A23.1/A23.2.

CAST-IN-PLACE STRUCTURAL CONCRETE

- .6 Provide certification that plant, equipment, and materials to be used in concrete comply with requirements of CSA-A23.1/A23.2.
 - .7 Minimum four (4) weeks prior to starting concrete work, provide proposed quality control procedures for review by Contract Administrator on following items:
 - .1 Falsework/formwork erection.
 - .2 Hot weather concrete.
 - .3 Cold weather concrete.
 - .4 Curing.
 - .5 Finishes.
 - .6 Formwork removal.
 - .7 Joints.
 - .8 Quality Control Plan: provide written report to Contract Administrator verifying compliance that concrete in place meets performance requirements of concrete as established in 2.0 PRODUCTS.
- 1.4 Scheduling**
- .1 A pre-installation meeting must occur a minimum of one (1) week prior to placing of concrete and will be attended by key personnel, site superintendent, Contract Administrator, speciality contractors - finishing, forming, concrete producer and testing laboratories.
- 2.0 PRODUCTS**
- 2.1 Materials**
- .1 Portland Cement: to CAN/CSA-A3001, Type GU.
 - .2 Blended hydraulic cement: Type GUB to CAN/CSA-A3001.
 - .3 Supplementary cementing materials: with maximum 25% fly ash replacement, by mass of total cementitious materials to CAN/CSA-A3001, maximum 10% Silica Fume to CSA-A23.5, or as agreed with the Contract Administrator.
 - .4 Water: to CAN/CSA-A23.1.
 - .5 Aggregates: to CAN/CSA-A23.1/A23.2. Coarse aggregate to be normal density.
 - .6 Admixtures:
 - .1 Air entraining admixture: to ASTM C260.
 - .2 Chemical admixture: to ASTM C494. Contract Administrator to approve accelerating or set retarding admixtures during cold and hot weather placing.
- 2.2 Mixes**
- .1 Performance Method for specifying concrete: to meet performance criteria in CSA A23.1/A23.2.
 - .2 Provide concrete mix to meet following plastic state requirements:
 - .1 Uniformity: as required by CSA A23.1/A23.2.
 - .2 Workability: free of surface blemishes, loss of mortar, colour variations, and segregation.
 - .3 Provide concrete mix to meet following hard state requirements:
 - .1 Compressive strength at 28 days age: 32 MPa minimum.
 - .2 Intended application: Substructure.
 - .3 Aggregate size 20 mm maximum.

CAST-IN-PLACE STRUCTURAL CONCRETE

- .4 Provide quality management plan to ensure verification of concrete quality to specified performance.
 - .5 Concrete supplier's certification: both batch plant and materials meet CAN/CSA-A23.1/A23.2 requirements.
- 3.0 EXECUTION**
- 3.1 Delivery, Storage and Handling**
- .1 Delivery and Acceptance Requirements:
 - .1 Concrete hauling time: deliver to site of Work and discharged within 120 minutes maximum after batching.
 - a. Do not modify maximum time limit without receipt of prior written agreement from Contract Administrator and concrete producer as described in CSA A23.1/A23.2.
 - b. Deviations to be submitted for review by Contract Administrator.
 - .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
 - .3 Waste Management and Disposal:
 - .1 Divert unused concrete materials from landfill to local facility approved by Owner's Representative.
 - .2 Provide an appropriate area on the job site where concrete trucks can be safely washed.
 - .3 Divert unused admixtures and additive materials (pigments, fibres) from landfill to official hazardous material collections site as approved by the Owner's Representative.
 - .4 Unused admixtures and additive materials must not be disposed of into sewer systems, into lakes, streams, onto ground or in other location where it will pose health or environmental hazard.
 - .5 Prevent admixtures and additive materials from entering drinking water supplies or streams. Using appropriate safety precautions, collect liquid or solidify liquid with inert, non-combustible material and remove for disposal. Dispose of waste in accordance with applicable local, Provincial and National regulations.
- 3.2 Preparation**
- .1 Obtain the Contract Administrators acceptance before placing concrete.
 - .1 Provide 48 hours notice prior to placing of concrete.
 - .2 Place concrete reinforcing in accordance with Section 03 20 00S – Structural Concrete Reinforcement.
 - .3 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of re-handling, and without damage to existing structure or Work.
 - .4 Pumping of concrete is permitted only after acceptance of equipment and mix by Contract Administrator.
 - .5 Ensure reinforcement and inserts are not disturbed during concrete placement.
 - .6 Prior to placing of concrete obtain the Contract Administrators acceptance of proposed method for protection of concrete during placing and curing.

CAST-IN-PLACE STRUCTURAL CONCRETE

- .7 Protect previous Work from staining.
- .8 Clean and remove stains prior to application for concrete finishes.
- .9 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.
- .10 Do not place load upon new concrete until authorized by Contract Administrator.
- 3.3 Installation / Application**
 - .1 Do cast-in-place concrete work in accordance with CAN/CSA-A23.1/A23.2.
 - .2 Sleeves and inserts.
 - .1 The following are not permitted; penetrations, sleeves, ducts, pipes or other openings to pass through structural concrete, except where indicated or approved by Contract Administrator.
 - .2 Where approved by Contract Administrator, set sleeves, ties, pipe hangers and other inserts and openings as indicated or specified elsewhere.
 - .3 Sleeves and openings greater than 100 x 100 mm not indicated, must be reviewed by Contract Administrator.
 - .4 Do not eliminate or displace reinforcement to accommodate hardware. If inserts cannot be located as specified, obtain written approval of modifications from Contract Administrator before placing of concrete.
 - .5 Confirm locations and sizes of sleeves and openings shown on drawings.
 - .6 Set special inserts for strength testing as indicated and as required by non-destructive method of testing concrete.
- 3.4 Field Quality Control**
 - .1 Site tests: conduct tests as follows in accordance with quality control plan:
 - .1 Concrete pours.
 - .2 Slump.
 - .3 Air Content.
 - .4 Compressive strength at 7 and 28 days.
 - .5 Air and Concrete Temperature.
 - .6 Admixtures
 - .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by Contractor to CAN/CSA-A23.1/A23.2.
 - .1 Ensure testing laboratory is certified to CAN/CSA-A283.
 - .2 Testing laboratory to be approved by Contract Administrator.
 - .3 Ensure test results are distributed for discussion at pre-pouring concrete meeting between testing laboratory and Contract Administrator.
 - .4 Take additional test cylinders during cold weather concreting. Concrete cylinders to be cured on job site under same conditions as concrete which they represent.
 - .5 Non-destructive methods for testing concrete: to CAN/CSA-A23.1/A23.2.
- 3.5 Protection**
 - .1 Protection and curing for concrete placed between October 01 and May 01 shall comply with following requirements in addition to cold weather requirements of CSA A23.1/A23.2.
 - .1 Protect concrete with windproof shelter of canvas or other material to allow free circulation of inside air around fresh concrete.
 - .2 Do not let walls of shelter touch formwork.
 - .3 Provide sufficient space for removal of formwork for finishing.

CAST-IN-PLACE STRUCTURAL CONCRETE

- .4 Use heating equipment approved by Contract Administrator.
 - .5 Vent products of combustion outside protective shelter: equipment to be capable of keeping inside air at constant temperature sufficiently high to maintain concrete at following curing temperatures:
 - a. For initial 3 days: minimum temperature of 15 degrees C, maximum of 27 degrees C at concrete surfaces.
 - b. For concrete abutments, and footings: cure at 10 degrees C for additional 4 days.
 - .6 Keep concrete surfaces continually moist while protected.
 - .7 Provide fogging equipment to allow for mist spray curing before start of deck pour.
- .2 Unformed surfaces: cure with burlap and water.
- .1 Place two layers of damp burlap on surface of concrete.
 - .2 Overlap each strip by minimum 150 mm and secure against displacement by wind.
 - .3 Maintain burlap in place and keep thoroughly wet for seven days after placement.
- .3 Formed surfaces:
- .1 No additional curing will be required if formwork is left in place for seven days or more.
 - .2 If formwork removed in less than seven days, cure in manner specified for unformed surfaces for remainder of seven day period.
- .4 During curing period, only uncover areas needed for finish treatment. Re-cover and continue curing.

END OF SECTION 03 30 00S

GROUTING

1.0 GENERAL

- 1.1 Summary .1 Section 03 60 00 refers to the requirements for grout at the concrete foundation pads for the pipe columns.
- 1.2 Related Sections .1 Section 03 30 00.09 Cast-in-Place Concrete.
- 1.3 References .1 Canadian Standards Association (CSA International).

.1 CSA A23.1-09/A23.2-09 Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.

- 1.4 Submittals .1 For the grout proposed for use in the Work, submit manufacturer's Product datasheets and printed instructions to the Consultant for review.

- 2.1 Cementitious Grout .1 Grout shall comply with the requirements presented in the following table when mixed to a flowable consistency and tested according to the noted procedures:

<i>Property</i>	<i>Test Procedure¹</i>	<i>Requirement</i>
Flow, seconds	ASTM C1019	20 - 25
Plastic Expansion, %	AST C531	0.0 - 3.0
Bleeding, %	ASTM C1107	≤ 1.0
Compressive Strength, MPa 24 hours 8 days	ASTM C1107	20 MPa 45 MPa
Boiled Absorption, 7 days, %	ASTM C642 on Cast Cubes	≤ 15.0
Height Change, %	ASTM C827	0.0 - 4.0
Freeze-Thaw Durability, %	ASTM C666 Procedure A	DF > 80

- .2 The following grouts are pre-approved.

- .1 Target Machine Base Grout (9991106).
- .2 Sika Grout 212.

- 2.2 Epoxy Adhesive Grout .1 Two-component epoxy grout for bonding drilled in anchors and reinforcing bar to existing concrete shall be to ASTM C881. The following product and/or approved equal is pre-approved:

- .1 Hilti HIT HY-200.

3 EXECUTION

- 3.1 Placing of Grout .1 Grout under baseplates and in grout pockets using procedures in accordance with manufacturer's recommendations which result in 100% contact over grouted area.

- 3.2 Field Quality Control .1 Inspection and testing of grout and grout materials in accordance with CSA A23.1 will be carried out by an independent testing laboratory approved by the Owner and paid for by the Contractor.

- .2 Testing shall be carried out in accordance with CSA - A23.2; however, as a minimum the following testing shall be carried out:

GROUTING

.1

One strength test per day of grout placement for each type of grout placed.

END OF SECTION 03

EXCAVATION, BACKFILLING, AND COMPACTION

1 GENERAL

- 1.1 Summary .1 Section 31 24 13 describes requirement for excavating, backfilling, and compacting for the concrete foundation pads.
- 1.2 Related Sections .1 Section 03 30 00S Cast-In-Place Concrete.
- 1.3 References .1 Canadian Standards Association (CSA International).
 - .1 CSA A23.1-09/A23.2-09 Concrete Materials and Methods of Concrete Construction / Test Methods and Standard Practices for Concrete.
 - .2 CAN/CGSB-8.1-88 Sieves, Testing, Woven Wire, Inch Series.
 - .3 CAN / CGSB-8.2-M88 Sieves, Testing, Woven Wire, Metric.
- 1.5 Existing Conditions .1 Size, depth, and location of existing utilities and structure as indicated are for guidance only. Completeness and accuracy are not guaranteed.

2 PRODUCTS

- 2.1 Structural Fill .1 Structural Fill:
 - .1 Clean, angular, crusher-run natural stone, free from silt, shale clay, friable materials and organic matter, graded to the limits outlined in the table below:

<i>Sieve Designation</i>	<i>Percent Passing</i>
38 mm	100%
9.5 mm	40 - 100%
0.15 mm	0 - 20%
0.075 mm	0 - 5%
 - .2 Local crushed gravel from Site may be substituted for Structural Fill at the discretion of the Consultant.
- 2.2 Stockpiles .1 Stockpile granular materials in a manner to prevent segregation. Protect materials from contamination.

3 EXECUTION

- 3.1 Tolerances .1 All fill materials shall be placed to the lines, grades and elevations indicated on the Drawings. The maximum permissible variation in elevation from the prescribed line, measured vertically, shall be ± 50 mm.
- 3.2 Protection of Existing Features .1 Existing Buried Utilities and Structures.
 - .1 Size, depth and location of existing utilities and structures as shown on the Contract Drawings are for guidance only. Completeness and accuracy are not guaranteed.
 - .2 Prior to commencing any Excavation Work, notify the Consultant and establish location and state of use of buried utilities and structures. Identify locations of buried utilities and clearly mark such locations with spray paint on the ground.
 - .3 Confirm locations of live electrical utilities by careful hand excavation prior to commencing the Work.

EXCAVATION, BACKFILLING, AND COMPACTION

- .4 Maintain and protect from damage any water, sewer, gas, electric, telephone and other utilities and structures encountered. Obtain the direction of the Consultant before moving or otherwise disturbing utilities or structures.
- .5 Record locations of maintained, rerouted and abandoned underground utility services and structures.
- .6 The location of all underground utilities in the areas of excavation is to be confirmed by the Contractor and relocated as per the Consultant instructions. Size, depth, and location of existing utilities and structures indicated on reference drawings are for guidance only. Completeness and accuracy are not guaranteed.
- .8 In the event that a utility or foundation is discovered during the excavation, obtain direction from Consultant before removing or re-routing.
- .9 Record location of maintained, re-routed and abandoned underground lines.
- 3.3 Handling**
 - .1 Handle and transport aggregate to avoid segregation, contamination and degradation.
 - .2 Do not use intermixed or contaminated materials. Remove and dispose of rejected materials within 48 hours of rejection
- 3.4 Excavation**
 - .1 Excavate to lines, grades, elevations and dimensions as required to complete the Work.
 - .2 Stockpile surplus and unsuitable excavated material in approved location on Site.
 - .3 Soil at bottom of excavations to be undisturbed, level, free from loose, soft, or organic matter.
 - .4 Notify the Consultant when bottom of excavation is reached.
 - .5 Obtain Consultant's approval of completed excavation.
 - .6 Correct unauthorized over-excavation with approved fill material compacted to not less than 98% of maximum dry density.
- 3.5 Fill Types, and Compaction,**
 - .1 Compaction densities are to be achieved through method specification at the discretion of the Consultant.
 - .2 Compact using approved compacting equipment or mechanical tamping devices, or by hand tamping to achieve specified compaction.
 - .3 Compact each layer of backfill to the satisfaction of the Consultant.
- 3.7 Backfilling**
 - .1 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
 - .2 Do not use backfill material which is frozen or contains ice, snow or debris.
 - .3 Place backfill material in uniform layers not exceeding 300 mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.

END OF SECTION 31 24 13



"TITLE OF" AGREEMENT

THIS AGREEMENT made the **XX** day of **XX**, 2020.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue

Courtenay, B.C.

V9N 2J7

(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR

(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONTRACTOR'S SERVICES TO THE CITY

- 1.1 The Contractor shall provide and be fully responsible for the following services, **description of work or services**, (hereinafter called the "Work"):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated **XX**, (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City's bid opportunity **XX** (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
- a) with the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) in accordance with current professional practices;
 - c) in conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. TERM OF CONTRACT & PERFORMANCE EVALUATION

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City's project representative.
- 2.2 All contacts and any applicable extensions, are subject to a performance evaluation to be conducted by the City either at the end of the project or annually, whichever is earliest.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement.
- 3.2 The Contractor shall submit detailed invoices each month. Each invoice will show the purchase order number **XX**, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted (email preferred) to:

City of Courtenay
Accounts Payable
830 Cliffe Avenue,

Courtenay, B.C. V9J 2N7
finance@courtenay.ca

- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour, material, equipment, overhead, financing, warranty work, and all other costs and expenses whatsoever incurred in completing the Work.
- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
 - a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the

City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;

- b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;
 - c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
 - d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.
- 6.2 Should the Contractor hire a sub-contractor (pre-approved by the City) to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor has obtained insurance on the same terms as outlined in 7.1 above. Such insurance shall include the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Works; and
- b) All other permits and licenses necessary to carry out and complete the Works.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.
- 8.2 The Contractor shall provide a copy of the Contractor's Health & Safety Program and/or Safe Work procedure to the City prior to the commencement of the Work.
- 8.3 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement.
- 8.4 If the Contractor fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.
- 8.5 The Contractor may be designated the Prime Contractor by the City for the immediate and/or designated Work area. The Contractor shall complete, authorize and forward a

Prime Contractor Designation form to the City prior to the commencement of the Work.

- 8.6 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. DEFAULT AND TERMINATION

- 11.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Contractor is in default due to an insolvency event or the Contractor fails to perform any of the Contractor's obligations under this Agreement or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Contractor.
- 11.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:
- a) By written notice to the Contractor, require that the event of default be remedied within a time period specified in the notice;
 - b) Pursue any remedy or take any other action available to it at law or in equity; or
 - c) By written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.
- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.
- 11.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.
- 11.5 The payment by the City of the amount described in Section 11.4 discharges the City

from all liability to make payments to the Contractor under this Agreement.

12. NON-DISCLOSURE

- 12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.
- 12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. CONFLICT OF INTEREST

- 13.1 The Contractor agrees it will not provide any Work or Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.
- 13.2 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.
- 13.3 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

14. WARRANTIES

- 14.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.
- 14.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

15. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- 15.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.
- 15.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

16. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

- 16.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while

retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

16.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

17. FORCE MAJEURE

17.1 Definitions relating to force majeure;

a) "Event of Force Majeure" means one of the following events:

- i) a natural disaster, fire, flood, storm, epidemic or power failure;
- ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
- iii) a strike (including illegal) work stoppage or slowdown) or lockout, or
- iv) a freight embargo.

If the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

17.2 Consequences of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 17.3.

17.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected

Party's obligations under this Agreement as soon as possible.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____

SCHEDULE C

“PRIME CONTRACTOR DESIGNATION”

PROJECT TITLE:

WORK DESCRIPTION:

LOCATION:

Courtenay, B.C.

OWNER:

City of Courtenay

This declaration is a WorkSafe BC requirement for work on City-owned properties, projects, and developments.

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

“**multiple-employer Workplace**” means a Workplace where workers of 2 or more employers are working at the same time;

“**prime contractor**” means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or;

(b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must:

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and;

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that Workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the Workers Compensation Act and WorksafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Courtenay (the “Owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers Compensation Board Occupational Health and Safety Regulation and the *Workers' Compensation Act*.

Any WorksafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on City-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

WorkSafe BC *Notice of Project*No. (if applicable): _____

Company: _____

Signed: _____

(Authorized Signatory)

Date: _____