



## **City of Courtenay**

### **Request for Proposal R20-12 Lewis Centre – Accessible Washroom & Shower Lift Supply and Installation**

**June 1, 2020**

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## SUMMARY OF KEY INFORMATION

<b>RFP Reference</b>	R20-12 Lewis Centre – Accessible Washroom & Shower Lift Supply and Install
<b>Overview of the Opportunity</b>	The purpose of this RFP is to engage a qualified contractor to carry out the project.
<b>Questions?</b>	Questions are to be submitted in writing quoting the RFP number and name, send to email <a href="mailto:purchasing@courtenay.ca">purchasing@courtenay.ca</a>
<b>Addenda</b>	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 <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> and/or <a href="http://www.courtenay.ca/bids">www.courtenay.ca/bids</a>
<b>Closing Date and Time</b>	<b>2:00 pm Pacific Standard Time</b> <b>Friday, June 26, 2020</b>
<b>Instructions for Submission</b>	Submissions are to be consolidated into one PDF file and sent electronically to <a href="mailto:purchasing@courtenay.ca">purchasing@courtenay.ca</a> <ol style="list-style-type: none"> <li>1. In the subject field enter: <b>RFP Number and Name</b></li> <li>2. Phone 250-338-1766 Ext. 7653 should assistance be required</li> </ol>
<b>Participation</b>	The guidelines for participation that will apply to this RFP are included in the this RFP.
<b>Obtaining RFP Documents</b>	RFP documents are available for download from these websites <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> and/or <a href="http://www.courtenay.ca/bids">www.courtenay.ca/bids</a>

## 1.0 INTENT

The City of Courtenay (the “City”) invites proposals from qualified contractors to supply and install an accessible washroom and shower lift system for the accessible shower washroom located at the Lewis Centre 489 Old Island Highway Courtenay, BC.

## 2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFP is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFP documents directly. No registration, tracking or other recording of RFP documents will be performed by the City. All addenda, amendments or further information will be published on [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and [www.courtenay.ca](http://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 RFP awarded to and/or executed by the City and the successful Proponent;

“Contract Documents” means the Request for Proposal documents, that part of the Proposal 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”, means a requirement that must be met in order for a Proposal to receive consideration;

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

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

“RFP” means Request for Proposal;

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

## 4.0 CODES & REGULATIONS

The work and equipment supplied shall be completed in compliance with:

- Safety Standards Act (where applicable by legislative regulation).
- All items must be CSA and ULC approved as applicable. CSA/ULC approved stickers must be visible on all units.
- Brand names, model numbers, configurations, sizes, etc. must be specified where requested. Must provide equal or better performance with specified components.
- Equipment must be clean, free of defects, no seconds. Systems are new built in an ISO certified facility.
- All equipment proposed in response to this RFP shall, where applicable and unless expressly exempt from the SSA, poses a Medical Devices Establishment License (MDEL) registered with Health Canada for Class 1 Medical Devices, and be approved for sale and use in the Province of British Columbia.
- The most recent adopted edition of the Canadian Electrical Code
- City of Courtenay Permits and Licensing
- BC Building Code
- WorkSafe BC COVID19 and Canadian Disease Control guideline for safe work sites.

## 5.0 SCOPE OF WORK

- A. Current accessible washroom dimensions: 8'10" x 12'8" or 112 sq.ft. The current washroom was built in 2012.
- B. Virtual Tour: <https://youriguide.com/vY17EDSM0ASMD1>
- C. Provide all engineering, structural upgrades, shop drawings, equipment, parts, materials, installation, delivery, shipping and methods for the installation of a:
  1. 10' x 12' Gantry System
  2. Fixed Lift - Rated to 450 lbs with Swivel Carry Bar
    - Electric powered – with charger (with extra battery pack);
    - Remote control functionality;
    - Low resistance casters;
    - Central braking system;
    - Ergonomic handles and grips;
    - Easy clean surfaces with infection control precautions; and
    - Leg rest and straps.

3. Universal Mesh slings 3 (sized large, medium, and small) to accommodate adult, youth and children patrons. Slings must be re-usable with the ability to be cleaned and disinfected.
4. The tendered price shall include a single on-site training session with the delivery of the equipment and installation of the equipment. Date and time of training session to be determined by the City.
5. The tendered price shall include onsite annual inspections and regulatory certifications i.e. weight certifications, of the lifts for three (3) years from date of installation.
6. The tendered price must include the manufacturer's parts and labour warranty, with on-site parts and labour service at no additional charge to the City. Service must be provided based on the serial number of the equipment only (i.e. must not require the return of warranty cards or similar registration). All successful Proponent installed components must be covered by the same warranty for the same period of time, regardless of separate manufacturer warranties for components. All warranties must be a minimum of one year from date of installation.
7. The successful Contractor shall be responsible for the development and acquisition of a City Building Permit, if required. Fees to be paid directly by the City.

## **6.0 MANDATORY SITE TOUR**

A mandatory site tour is available by appointment only. Site Tours will only be available up to 1pm Friday June 19, 2020. Contact the City's project representative Joy Chan at [jchan@courtenay.ca](mailto:jchan@courtenay.ca) to schedule and review the sites, access, and existing conditions. The Lewis Centre is located at 489 Old Island Highway.

This meeting is mandatory and only proposals from Proponents who have attended a site tour and signing the Mandatory Site Meeting sign-in form will be considered in the evaluation for the project contract.

This meeting and attendees will be subject to current COVID-19 public health orders. Physical distancing requirements will be in affect at all times.

## **7.0 HEALTH & SAFETY**

The Proponent must submit a copy of a Safe Work Procedure including a WorkSafe BC compliant COVID-19 Exposure Control Plan that is directly related to the work outlined in this RFP, 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 MINIMUM QUALIFICATIONS & REFERENCES

Proponents shall have at least five (5) years of experience with contracts of similar size, scope, and nature. Proposal submissions shall include a list of at least three (3) relevant completed projects with references, telephone numbers/email contact information for each key personnel. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

## 9.0 SUBMISSION FORMAT

### 9.1 Title Page

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

### 9.2 Company Profile

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

- Company's history;
- Legal business name and names of any national or international affiliations;
- Other goods or services provided by your company;
- Current projects/contracts of similar scope; and

### 9.3 Qualifications & Experience

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 RFP. 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 Proposal 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 Proposal.

### 9.4 Equipment, Equipment Specifications & Warranty

- Provide a detailed list of proposed new equipment.
- Provide product details: Equipment dimensions, user manuals, sizing guide, manufacturers inspection recommendations, care instructions, and safety information.
- Provide warranty information and equipment maintainability after completion.

### 9.5 Pricing

A detailed pricing schedule outlining each area of the RFP.

### 9.6 Schedule

Include a detailed schedule of the scope of work.

### 9.7 Environmental & Social Initiatives

Include any Environmental or Social Procurement initiatives being used by your firm. Examples include:

- Environmental
  - Reduction of paper, cardboard and plastic use
  - Non-idling vehicle policy
  - Recycle programs
- Social
  - Hires person with barriers to employment for on-call, casual or permanent paid employment
  - Utilizes new entrepreneurs/start-up businesses to support their business
  - Locally owned and operated business

#### 9.8 Completion of Schedule A – Form of Submission

### 10.0 INSTRUCTIONS TO PROPONENTS

10.1 An electronic submission of the proposal in .pdf format must be submitted to:

**[purchasing@courtenay.ca](mailto:purchasing@courtenay.ca)** no later than 2:00pm PST, Friday, June 26, 2020, the RFP closing date. The email subject line shall read **“R20-12 Lewis Centre Accessible Washroom & Shower Supply and Installation”**.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All proposals must be signed by an authorized Proponent representative.

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

10.2 Questions are to be submitted in writing within 2 business days of the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email [purchasing@courtenay.ca](mailto:purchasing@courtenay.ca).

Bernd Guderjahn  
Manager of Purchasing, City of Courtenay  
[purchasing@courtenay.ca](mailto: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.

10.3 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 proposal and accept that proposal.



## 11.0 EVALUATION CRITERIA

### 11.1 General

- a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.
- b) The City reserves the right to award the contract to other than the lowest cost Proponent.
- c) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.

### 11.2 Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

Proposal Evaluation Criteria Description	Criteria Weight
Financial Cost to the City	35 points
References and Related Experience	15 points
Quality of Proposed Equipment, Warranty and Maintainability	25 points
Project Schedule	15 points
Sustainability – Social and Environmental Initiatives	10 points

## 12.0 GENERAL TERMS & CONDITIONS

### 12.1 Not a Tender Call

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

### 12.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFP 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 RFP will continue, or that this RFP process or any RFP 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 proposal, however the City is not precluded from negotiating with the successful Proponent to modify its proposal 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 proposals if the proposal is either incomplete, obscure, irregular or unrealistic.
- d) Further, a proposal 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 proposal where only one proposal 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 proposal and accept that proposal.
- 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 RFP may be subject to City of Courtenay Council approval, and budget considerations.
- i) The City reserves the right to cancel this RFP at any time.

### 12.3 **Cost of Preparation**

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

### 12.4 **Confidentiality and Freedom of Information and Protection of Privacy Act**

The proposal 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.

### 12.5 **Irrevocability of Proposals**

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of **90** days. By submission of a proposal the Proponent agrees should the proposal 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.

### 12.6 **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.

## 12.7 **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.

## 12.8 **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 RFP.

## 12.9 **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.

## 12.10 **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 RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

## 12.11 **Applicable Laws and Agreements**

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

## 12.12 **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.

### 12.13 Corporate Climate Action Strategy Requirements

#### Vehicle Idling

In the interest of reducing negative impacts on the environment, all 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.

### 12.14 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](mailto:finance@courtenay.ca), please do not additionally mail invoices.

### 12.15 Business License and Permits

Consultants 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 project.

### 12.16 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 for each occurrence or accident. 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.

#### 12.17 **Agreement**

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

### **13.0 ATTACHMENTS**

- a) Schedule A - Form of Submission
- b) Schedule B - Standard Contractor Agreement
- c) Schedule C – 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. Supply of one (1) Shower and Washroom Lift System   | \$ _____  |
| 2. Installation of one (1) Shower and Washroom Lift System<br>Proposal Price, Terms and Conditions Valid for 90 Days | \$ _____  |
| 3. Safety Manual pertaining to the Work or a Safe Work Procedure Included  | Yes or No |
| 4. References Included   | Yes or No |
| 5. Project Schedule 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 request for proposal.**

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 RFP, submit this proposal in response to the RFP. This proposal is offered by the Proponent this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print Name and Position of Signatory

**SCHEDULE B  
STANDARD CONTRACT AGREEMENT**



**"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.

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 FORM

**PROJECT TITLE:**

**WORK DESCRIPTION:**

**LOCATION:**

**Courtenay, B.C.**

**OWNER:**

**City of Courtenay**

This declaration is a WorkSafe BC (formally WCB) 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 undersigned accepts all responsibilities of a Prime Contractor as outlined in the Workers' Compensation Act, and WorkSafe BC (OH&S Regulation).

As a Contractor signing this Agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Work Safe B.C. Occupational Health and Safety Regulations OH&S Regulations and the Workers' Compensation (WC) Act.

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.

I, the undersigned, acknowledge having read and understand the information above. By signing this Agreement, I agree 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: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signatory)