



REQUEST FOR QUOTATION

2026-05 MCCALLUM ROAD CULVERT REPLACEMENT

CLOSING DATE: 3:00 PM, Friday, May 29th, 2026

QUOTATION SUMMARY

Bidder: _____

Total Quotation Price (CSP): _____
(Including Taxes)

Total Quotation Price (Concrete Box): _____
(Including Taxes)

Issue Date: May 1st, 2026

SECTION 1 – INVITATION & INSTRUCTIONS

1. INVITATION

The District of Kent is requesting quotations for construction services to remove and replace the following culvert:

1. One (1) 1.8m diameter, 14 m long Corrugated Steel Pipe (CSP) culvert on the McCallum Ditch, crossing McCallum Road

Installation of the new culvert must be in accordance with the specifications, quantities and locations specified herein. The District will accept Quotations for this Work from qualified Contractors only.

2. SUBMISSION OF QUOTATIONS

Quotations can be forwarded via **mail or e-mail** as follows:

Dave Charbula
District of Kent
7170 Cheam Avenue
P.O. Box 70
Agassiz, BC, V0M 1A0
Email: info@kentbc.ca

Closing time for Quotations will be no later than **3:00 pm, Friday, May 29th, 2026**.

Quotations submitted by mail must be in a sealed envelope marked “**RFQ 2026-05 McCallum Road Culvert Replacement**”.

Quotations submitted by email, and following the format contained herein, must be submitted to info@kentbc.ca and contain the subject line “**RFQ 2026-05 McCallum Road Culvert Replacement**”, with the quotation supplied as an attachment.

Quotations submitted by email shall be deemed to be successfully received when displayed as new email in the in-box of the District email address (info@kentbc.ca) no later than **3:00 pm, Friday, May 29th, 2026**. The District will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the District will not be liable for any damages associated with Quotations not received. If submitting by email, early submission is strongly recommended.

Maximum email submission size is 36 MB. Compressed file formats, such as .zip, are flagged by our internal spam filter and may result in your submission not being received.

If your email submission is larger than 36MB, a link to a suitable filesharing service is acceptable. However, if the document is inaccessible for download by the District, it will be considered as not received. Submission using this method is at the Contractor’s own risk.

SECTION 1 – INVITATION & INSTRUCTIONS

Bidders should complete and submit all of the forms attached hereto in Section 2 – Quotation Submission Requirements.

Quotations may be withdrawn at any time prior to the time and date of closing.

Clarification questions or questions of a technical nature can be directed to the Senior Environmental Coordinator, Dave Charbula, by calling 604-796-2235, or email at dcharbula@kentbc.ca

Any requests for clarification or questions related to the RFQ must be transmitted in writing to the District representative. Unless otherwise expressly permitted by the District Representative in writing, requests for clarification or questions regarding the subject matter of this RFQ must be transmitted in writing to the District Representative no later than three (3) days before the Closing Time.

The District Representative will distribute copies of all RFQ clarification requests or questions and the corresponding responses to such requests to all Proponents as Addenda to this RFQ. It is the Contractor's responsibility to apprise themselves of any and all posted Addenda before their quotation submission.

Proponents are encouraged to visit the site before submission to confirm project details.

3. TIMETABLE

Release of RFQ	May 1st, 2026
RFQ Closing	May 29th, 2026 @ 3:00 pm
Project Award	June 9th, 2026
Substantial Completion	September 30th, 2026

By responding to this Request for Quotation the Contractor acknowledges and agrees to these schedule commitments.

4. EVALUATION OF QUOTATIONS

Quotations will be evaluated on overall cost to the District, ability to meet schedule, proposed product, alternates and qualifications. The lowest, or any Quotation, may not be selected.

5. REJECTION OF QUOTATIONS

The District reserves the right to accept or reject any and all Quotations for convenience and shall not owe a duty to any Contractor for any liability or any costs incurred by the Contractor.

SECTION 1 – INVITATION & INSTRUCTIONS

6.1 DESCRIPTION OF WORK

The District of Kent is requesting quotations for the removal and replacement of a 1.8-metre diameter, 14-metre long CSP culvert crossing on the McCallum Ditch. Culvert installation shall be in accordance with the specifications, quantities and locations specified herein.

The installation must be to standards, specifications, instructions and conditions as prescribed by the most recent edition of the Master Municipal Contract Documents (MMCD).

The Contractor is responsible for the supply and installation of all materials related to the new culvert including delivery and receiving of culvert materials. The general design details for the new culvert are as follows:

Quantity:	One (1).
Internal Diameter:	1.8 metres (1,800mm), or, 1800 x 1500 mm if concrete
Length:	14.0 metres (14,000 mm).
Elevation:	Match existing culvert invert elevations. Contractor to confirm with pre and post-construction survey.
Cover:	Minimum 0.45m (450mm).

The District is seeking quotations that compare pricing for replacement with either Corrugated Steel Pipe or a Concrete Box Culvert. Material specifications for both are provided below. Prospective bidders are asked to provide a price for delivery of the project using the two alternative materials. The District will choose the final material following award of the project.

Material 1: Corrugated Steel Pipe (CSP), Round, 3.5 mm thickness, 68 mm x 13 mm Corrugation Profile, Polymer Laminate Coating.

Material 2: Precast Concrete Box, engineered to ASTM C1443 Specifications, 1800 mm x 1500 mm

All construction activities shall occur during the Least Risk Fisheries Work Window, from August 1st to September 30th. All work must be complete by September 30th.

The site typically has low flow but will be wet during the summer months. In addition, the site has fish connectivity and is known habitat for the endangered Oregon Spotted Frog. To avoid undesirable hydraulic changes at this site, the new culvert must be placed at the same elevation to the existing culvert. The Contractor is responsible for taking inlet/outlet elevations on the existing culvert before starting construction, and ensuring the new culvert is placed at the same elevations.

SECTION 1 – INVITATION & INSTRUCTIONS

Regardless of the water level at the time of construction, the Contractor is responsible for isolating the site 1-3 days before the commencement of construction, allowing the District's environmental monitor to perform a wildlife salvage, and dewatering the work area under the supervision of the District's environmental monitor. The monitor will also conduct full-time environmental monitoring for the duration of the project.

The McCallum Culvert replacement is located within the District road right of way. The Contractor may, if desired, close the road at the project site for the duration of the culvert replacement, provided they provide adequate signage, traffic control, and notify the District well in advance of the closure. The contractor will be responsible for clearly coordinating their schedule with the District, the landowner, and the District's environmental monitor to make sure the replacement happens at the best available time, in a reasonable timeframe, and with minimal disruption.

A BC Hydro above-ground power line is located on the on both the north and south side of the road (crossing the road east of the project site) running east-west. A FortisBC natural gas line is located on the south side of the road running east-west. Contractors must execute a BC One call before beginning the project, and must use construction methods that do not cause damage to these utilities.

Although the project is planned to take place when groundwater is at its lowest, bypass pumping and dewatering will be required. A link to the Provincial Groundwater Observation Well Network is provided here:

<https://governmentofbc.maps.arcgis.com/apps/webappviewer/index.html?id=b53cb0bf3f6848e79d66ffd09b74f00d>

6.1.3 General Requirements

Services provided by the Contractor will include the supply of all labour, material, and equipment necessary to complete the culvert replacement in accordance with the design standards provided in RFQ Section 6.2 – Design Specifications.

The following non-exhaustive list provides an overall summary of the services required to be provided by the Contractor:

- Purchase, delivery, and receiving of all culvert materials;
- Site isolation and dewatering of site;
- Bypass pumping (as required);
- Removal and disposal of existing CSP culvert;
- Traffic Control and Signage as required;
- Culvert installation including;
 - Supply and install all clean imported backfill materials, culvert base/bedding materials, road gravels, and rip rap;
 - All trucking and disposal of material;

SECTION 1 – INVITATION & INSTRUCTIONS

- Trench excavation;
 - Culvert base preparation;
 - Backfill and compaction to MMCD road standard;
 - Paving and road reinstatement to MMCD G5 road standard; and,
- Field surveys of inlet/outlet inverts of the existing and new culvert.

Services provided by the District of Kent are as follows:

- ✓ Environmental Monitoring by a Qualified Environmental Professional (QEP).
- ✓ Acquisition of necessary environmental permits and authorizations.

6.2 DESIGN SPECIFICATIONS

The following is a non-exhaustive list of design specifications the Contractor is expected to address as part of their quotation submission and abide by during the construction process. Any failure on the District's part to include a design specification in this list does not release the Contractor from their obligation to abide by MMCD or other industry best practices.

In lieu of other design details, the Contractor should abide by the most recent edition of MMCD standards.

Culvert Replacement Design Specifications:

- Inlet/outlet invert elevations will match existing corresponding culvert invert elevations;
- Bedding material to be a minimum 300mm layer of 19mm or 25mm clear crush gravel over non-woven geotextile (Propex 4551 or District approved equivalent);
- Backfill material to be imported clean granular 19mm minus crush gravel compacted to 95% MPD;
- Crossing restoration details:
 - Minimum 450mm layer of 75mm minus subbase gravel compacted to 95% MPD;
- Road grading and side slopes to match existing;
- Rip rap bank around inlet and outlet headwalls with Class 25 (450mm thick) to ensure adequate slope stabilization in accordance with B.C. Ministry of Transportation and Infrastructure Rip Rap Installation Guide (Schedule D);
- Rip rap to extend a minimum of 2m on either side of inlet and outlet; and,
- Contractor is responsible for reviewing terms and conditions of all environmental permits before proceeding with work, and abiding by those terms during the work.

SECTION 1 – INVITATION & INSTRUCTIONS

7. EXAMINATION OF SITE AND RFQ DOCUMENT

The Contractor shall inform itself as to all aspects of the Work, including conditions affecting all site locations. The Contractor agrees that it is the sole responsibility and risk of the Contractor to examine the sites and actual site conditions and to satisfy itself as to the practicability of executing the Work in accordance with the Agreement, and it shall be held responsible to have satisfied itself of every particular before submitting its Quotation. Photographs of the work site are provided in the Appendix.

Without limiting the above, the Contractor shall, before submitting its Quotation, satisfy itself as to the nature of the sites, the quantity and nature of the Work and equipment necessary for the completion of the Work, and the means of access to each site, and, in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence its Quotation.

In submitting its Quotation, the Contractor agrees that it has satisfied itself as to the sufficiency of the quotation options for the Work and the prices as stated on the Quotation Summary Sheet. These prices shall cover all its obligations, and all matters necessary to the proper Completion of the related Work, and shall include, without limiting the foregoing, the supply of all labor, equipment, materials where specified where specified, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise expressly provided for by the District.

The District is not liable for any expense, damage or loss incurred as a result of any misunderstanding or error by the Contractor regarding the Work and conditions affecting it, including site conditions.

8. COMPLETION

Completion will be effected within the timeframe as stated, however, neither party shall be liable for any default hereunder due to strikes, fires, floods, acts of God, or the public enemy, acts of the Government or other causes beyond its control and without its fault or negligence provided the Contractor shall notify the District in writing within two (2) days from the beginning thereof of any such cause beyond its control which may have delayed or may delay completion as specified. For any exception to the Completion Date as specified in the RFQ, the Contractor shall give prior notification and obtain written approval from the District.

9. COMPLETION CLEAN UP

The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the District, Other Contractors, or their employees. When the Work reaches Completion, the Contractor shall promptly remove all surplus products, tools, construction machinery and equipment, and any waste and debris, and leave the Work and Work Site clean and suitable for occupancy by the District unless otherwise specified.

SECTION 1 – INVITATION & INSTRUCTIONS

10. STANDARDS

The most recent editions of the District of Kent “Subdivision and Development Bylaw”, Master Municipal Specifications and B.C. Ministry of Transportation & Transit specifications shall apply to this Project and are to be read in conjunction with and as supplementary to the works described herein.

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

QUOTATION SUBMISSION REQUIREMENTS

The forms attached hereto under Section 2 of this RFQ must be completed, signed, and submitted as part of the Contractor's Quotation. Section 2 includes:

- Quotation Summary Sheet
- Prime Contractor Relevant Experience
- Proposed Subcontractors, including relevant experience
- Key Personnel
- Schedule
- Prime Contractor requirements
- Submissions upon award
- Current WorksafeBC Clearance Certificate
- Certification

Quotations must be submitted in accordance with the submission requirements outlined in Section 1 of this document.

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

QUOTATION SUMMARY SHEET

By submission of a signed Quotation Summary Sheet for the supply of labour, materials, equipment and supervision necessary to complete the culvert replacement, the Contractor agrees to the terms and conditions as set out in the entire RFQ document.

SCHEDULE OF PRICES

The Agreement Price for the Work as described in this Request for Quotation is:

McCallum Road Culvert Replacement (CSP) \$ _____
G.S.T. \$ _____
TOTAL PRICE \$ _____
(Please transfer this total to the cover page)

McCallum Road Culvert Replacement (Concrete Box) \$ _____
G.S.T. \$ _____
TOTAL PRICE \$ _____
(Please transfer this total to the cover page)

The above price(s) are to include P.S.T. on any applicable products and materials.

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

ADDENDA

We acknowledge receipt of the following addenda and agree that each of the Addenda shall be incorporated into the Contract:

<u>Addendum No.</u>	<u>Date of Addendum</u>
_____	_____
_____	_____
_____	_____

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

PRIME CONTRACTOR RELEVANT EXPERIENCE

The following is a complete list of relevant project experience as related to this RFQ.

The District requires a minimum of three (3) references which are to include the following:

OWNER'S NAME	CONTACT PERSON	PHONE NUMBER	PROJECT	YEAR COMPLETED

PROPOSED SUBCONTRACTORS

The following is a complete list of the Subcontractors to be used by the Contractor for the section(s) of Work listed hereunder. Subcontractors listed below shall not be changed without the prior consent of the District.

Please include all relevant project experience that the proposed Subcontractor has performed with this submission.

NOTE: All Subcontractors shall have a minimum of three (3) years' experience in their trade.

SECTION OF WORK	SUBCONTRACTOR	RELEVANT EXPERIENCE	VALUE OF WORK

We shall use our own forces.

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

PROPOSED EQUIPMENT

The following is a list of all equipment that the Contractor agrees to and will provide for the performance of the Contract. Each unit of equipment, together with the number of units to be supplied, is listed by age and ownership. The Contractor is solely responsible for completing this list of equipment and ensuring all equipment necessary for the performance of the Contract is listed.

NOTE: “As required” and similar wording is not sufficient or acceptable.

Quantity ¹	Age	Description ²	Own/Lease ³

- 1 Group by age and ownership
- 2 Include size, capacity, make and model
- 3 Indicate owned, rental, lease and whether by Contractor or Subcontractor

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

KEY PERSONNEL

The following is a list of the work force personnel (Key Personnel) to be used by the Contractor for the Work. The Personnel listed below shall not be changed without the prior consent of the District.

Please summarize the individuals work experience below.

WORKER'S NAME	WORK EXPERIENCE
<p>Contractor's Project Manager:</p> <p>_____</p> <p style="text-align: center;"><i>Insert Name</i></p> <p>Office Number _____</p> <p>Cell Number _____</p> <p style="text-align: center;"><i>Insert Numbers</i></p>	
<p>Site Supervisor:</p> <p>_____</p> <p style="text-align: center;"><i>Insert Name</i></p> <p>Office Number _____</p> <p>Cell Number _____</p> <p style="text-align: center;"><i>Insert Numbers</i></p>	
<p>Safety Coordinator:</p> <p>_____</p> <p style="text-align: center;"><i>Insert Name</i></p> <p>Office Number _____</p> <p>Cell Number _____</p> <p style="text-align: center;"><i>Insert Numbers</i></p>	
<p>_____ :</p> <p style="text-align: center;"><i>Add if others</i></p> <p>_____</p> <p style="text-align: center;"><i>Insert Name</i></p> <p>Office Number _____</p> <p>Cell Number _____</p> <p style="text-align: center;"><i>Insert Numbers</i></p>	

SCHEDULE

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

Proposed Start Date: _____

Required Finish Date: **September 30th, 2026**

1. We agree to commence the performance of the Work on _____, **2026** and we will then continuously and diligently perform the Work and attain substantial performance of the Work, as certified by the Owner by _____, **2026**
2. The average number of workers that will be employed and maintained on the Work is _____ workers, including the workers of Subcontractors as applicable.
3. The time period in which we will complete the work is ___ **days or weeks**. *(Circle one.)*
(Insert the number of working days or weeks required to perform the Work if less time is required than the whole period indicated in section 1 above).
4. We will work on the following days of the week: _____.
The hours of each working day during which we will work are: _____.

WORKSAFEBC CLEARANCE LETTER

Attached to this Quotation is a copy of a **current** Clearance Letter from WorkSafeBC certifying that we are registered with WorkSafeBC and are not in arrears of any payments or assessments payable to WorkSafeBC.

PRIME CONTRACTOR REQUIREMENTS

The successful Contractor will be designated as the “Prime Contractor” as per WorkSafeBC Regulations, and will be required to:

- a) submit a “Safety Plan” to the District’s Representative prior to the start of the Work;
- b) have a qualified Safety Coordinator available during all operations.

SUBMISSIONS UPON AWARD

As per the attached “Sample Agreement”, this Quotation is submitted on the basis that the following documents will be provided to the District of Kent upon acceptance of the Quotation:

- a) certified copies of Insurance as per the attached “Sample Agreement, and
- b) a current copy of a District of Kent or Inter-Municipal business license.

SECTION 2 – QUOTATION SUBMISSION REQUIREMENTS

CERTIFICATION

We hereby certify:

- a) that the prices, and other information contained in this Quotation are correct, and:
- b) that the signature(s) below are those of a duly authorized officer(s) of the Bidder having power necessary to submit this Quotation.

Company Name: _____
Please print

Address: _____
Street address, District, province & postal code

Contact Name/Title: _____
Please print

Signature: _____

Phone: _____ **Cell:** _____ **Fax:** _____

Email: _____

Date: _____

DEFINITIONS

"Acceptance" means the District's Acceptance of the Contractor's Quotation;

"Agreement" means the Request for Quotations document and the Schedules to it;

"Agreement Price" means the price set out in the Quotation Summary Sheet;

"District" and **"Owner"** are used interchangeably and mean District of Kent;

"District's Representative" means the representative of the District designated under the Agreement;

"Completion" means completion of the Work in accordance with all Drawings and Specifications as determined by the District's Representative in accordance with the Agreement;

"Completion Date" means the date of Completion of the Work as determined by the District's Representative in accordance with the Agreement;

"Contractor" means the person or persons or a company whose Quotation has been accepted by the District and who has entered into an Agreement with the District and includes the Contractor's personal representative or successors;

"Contractor's Representative" means the representative of the Contractor designated under the Agreement;

"Day" means work day except when expressed as a calendar day;

"Drawings" means all drawings for the Project contained as Appendix "A" of this RFQ, if applicable;

"Laws" means the common law and any and all laws, statutes, enactments, bylaws, regulations, rules, orders, directives, policies, permits, licences, codes and rulings of any government, and any ministries, agencies, board, commission, or tribunal of any government;

"Month" means a calendar month;

"Prime Contractor" means the Prime Contractor for a workplace within the meaning of Section 118 of the Occupational Health and Safety Regulations as approved under the *Workers' Compensation Act* (British Columbia).

"Other Contractor" means any person employed by or having a separate contract directly or indirectly with the District for work related to the Project other than the Work;

"Quotation" means the Contractor's response to this RFQ;

"RFQ" means the document entitled "Request for Quotations (RFQ) Document" issued by the District in respect of the Project;

"Specifications" means any specifications that are prepared for the Project as provided in this Agreement;

"Standards" means any and all Laws, building codes, professional standards and specifications applicable to the Work, or to work such as the Project, as they are in force from time to time or in the latest current version thereof, as the case may be;

"Sub-Contractor" and **"Subcontractor"** mean a person having a contract with the Contractor to perform a part or parts of the Work or to supply products worked to a specific design according to the Agreement, but not including one who only supplies products not so worked;

"Substantial Completion" means substantial performance as determined in accordance with the *Builders Lien Act* (British Columbia) by the District's Representative in accordance with this Agreement;

"Work" means any action required under this Agreement to fulfill the obligations of the Contractor;

"Work Site" means that part of the Land identified in the RFQ as the place where the Project is to be constructed.

APPENDIX "A" – Maps and Photos

Approximate Culvert Location:



APPENDIX “A” – Maps and Photos

McCallum Culvert Replacement Photos



Project Site, Facing East



Project Site, Facing Northwest

APPENDIX “A” – Maps and Photos



Culvert Outlet (South End)



Culvert Inlet (North End)

AGREEMENT

THIS AGREEMENT made as of the ___ day of ___, 2026 (the "Contract") for the **McCallum Road Culvert Replacement** (the "Project").

BETWEEN:

DISTRICT OF KENT
7170 Cheam Avenue
Agassiz, BC V0M 1A0

("Owner")

AND:

Contractor
Address
Address Line 2

("Contractor")

WITNESSES THAT the parties mutually agree as follows:

ARTICLE 1 THE WORK

1.1 The Work is the McCallum Road Culvert Replacement as detailed in the RFQ "2026-05 McCallum Road Culvert Replacement", Description of Work, and Design Specifications.

ARTICLE 2 CONTRACT TERM

2.1 The Contractor shall do and fulfill everything indicated by this Contract and commence the Work by the 1st day of August, 2026 and attain total performance of the Work by the 30th day of September, 2026.

ARTICLE 3 PAYMENT

3.1 The Owner agrees to pay the Contractor for the performance of the Work and the fulfillment of all of the obligations of the Contractor under this Contract, in accordance with the terms of this Contract including the manner provided in this Contract, the rates contained in the Schedule of Prices attached as Schedule 1 to this Agreement, plus G.S.T., all in Canadian funds.

3.2 Payment shall be made thirty (30) days after receipt of invoice.

3.3 The Contractor agrees that it shall not be entitled to any further payment with respect to the Contract, except for Extra Work and changes provided that such are authorized in writing and are strictly in accordance with the provisions of the Contract, and that prior to commencing any such work a written Change Order duly issued by the Owner in accordance with the provisions of the Contract have been obtained.

3.4 Subject to holdbacks and deductions made pursuant to the Contract and pursuant to applicable legislation, including but not limited to the *Builders' Lien Act* of British Columbia and any successor legislation, and subject to all other provisions of the Contract, the Owner shall:

- a) make monthly progress payments to the Contractor on account of work performed as certified by the Owner; and
- b) upon Total Performance of the Work as determined by the Owner pay to the Contractor the unpaid balance of monies due.

3.5 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest on such unpaid amounts at the annual prime rate of interest specified

AGREEMENT

from time to time by the Royal Bank of Canada as its prime lending rate for loans made in Canada in Canadian dollars, plus two (2%) per cent, calculated monthly and not compounded, shall also become due and payable until the date payment is received by the Contractor.

ARTICLE 4 ADDRESSES FOR NOTICES

4.1. Communications in writing between the Owner and between the Contractor shall be addressed as follows:

To the Owner at:

DISTRICT OF KENT
7170 Cheam Avenue
Kent, BC V0M 1A0
Attention: Dave Charbula
Phone No.: 604.796.2235
Email: dcharbula@kentbc.ca

To the Contractor at:

Contractor
Address
Address Line 2
Attention: Project Manager
Phone No.:
Email:

All such communications shall specifically refer to and identify the names of the parties and this Contract.

ARTICLE 5 LAW AND LANGUAGE OF THE CONTRACT

5.1 The law of the Province of British Columbia shall govern the interpretation of the Contract, which is drawn in English at the request of the parties.

ARTICLE 6 MISCELLANEOUS

6.1. The Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators, legal representatives and assigns.

6.2. The Contractor hereby represents and warrants that the Contractor is incorporated in the province of British Columbia or, if incorporated in another jurisdiction, is registered and is in good standing as an extra-provincial company under the provisions of the *Business Corporations Act of British Columbia*.

ARTICLE 7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

7.1 Contractors are advised that parts or all of their quotation may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act*. Contractors who wish to ensure particular parts of their Quotation are protected from disclosure under this Act should specifically identify any information or records provided with their quotation that constitute trade secrets, that are supplied in confidence and the release of which could significantly harm their competitive position. Information, which does not meet all three of the foregoing categories, may be subject to disclosure to third parties. Refer to *the Freedom of Information and Protection of Privacy Act*, particularly Section 21 of the Act, for further information.

AGREEMENT

ARTICLE 8 WORK FORCE AND RESTRICTIONS

- 8.1 The undersigned, having become thoroughly familiar with the terms and conditions of this Contract and with the local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby offers to fully perform the Work within 60 days, following written notification to proceed and in strict accordance with the Contract including furnishing of any and all labour and materials.
- 8.2 Statutory holidays and weekends may be worked at the Contractor's option, unless written instructions from the Owner or the Owner's consultant are received by the Contractor. The Contractor may stop work for safety reasons if a danger exists to people or property and/or as per the Contract.

ARTICLE 9 PROJECT PERSONNEL

- 9.1 The following is a list of our key personnel:

Contractor's Project Manager _____
Site Superintendent _____
Site Safety Coordinator _____

This Agreement represents and warrants that the above named personnel are available and will work on this Contract and the Contractor specifically agrees they will not be substituted or removed from the Work under the Contract without the express prior written approval of the Owner.

ARTICLE 10 CONTRACTOR'S GENERAL OBLIGATION

- 10.1 The Contractor shall perform the Work, including doing everything necessary and providing all materials, supervision, labour and equipment other than that specifically provided by the Owner, for or incidental to the proper execution of the Work described in the Contract documents and all incidental Work and things necessary to complete the Work.

ARTICLE 11 PROJECT MANAGER AS OWNER'S REPRESENTATIVE

- 11.1 The Project Manager is the Owner's representative during the Term and is to observe the Work in progress on behalf of the Owner.

The Project Manager has the Owner's authority to act on the Owner's behalf with respect to this Contract and, without limiting the generality of the foregoing; the Project Manager is entitled to act as follows:

- (a) to have access to and inspect Sites and the Work at all times, and the Contractor shall provide the Project Manager with full information and assistance so the Project Manager may ensure that the Work is performed in accordance with this Contract;
- (b) to decide whether anything has been done as required by the Contract or to decide what the Contractor is required by this Contract to do, including questions as to the acceptability of the quality and quantity of any labour, equipment or material used in the Work and the timing and scheduling of the Work;
- (c) in the Project Manager's sole discretion, to order a Work Change under Article 20;
- (d) for the purpose of payments to the Contractor, to determine the actual quantity of the Work and certify the amounts payable to the Contractor based on the unit prices, if any; and

AGREEMENT

- (e) if at any time the Project Manager is of the opinion, in his sole discretion, that there exists a danger to life or to property, the Project Manager may order the Contractor to stop Work or to take such remedial measures as the Project Manager considers necessary.

11.2 The Contractor shall comply with any determination, decision, direction or order of the Project Manager identified under Article 4. Neither the giving nor the carrying out of such orders shall entitle the Contractor to any extra payment and the Owner shall not be held liable for any damages or for any breach of government laws, bylaws or regulations that may result.

ARTICLE 12 CONTROL OF WORK AND SUPERVISION

- 12.1 The Contractor is solely responsible for performance of the Work in accordance with this Contract and shall effectively direct and supervise the Work so as to ensure performance of the Work for the Term, including by being solely responsible for the means, methods, techniques, sequences, and procedures and for co-coordinating the various parts of the Work during its performance.
- 12.2 The Contractor shall comply with the requirements of the *Workers' Compensation Act* (British Columbia), and all other federal and provincial legislation regarding wages and labour relations, employment Standards and health and safety, including payment of any and all income taxes, duties, levies, or charges made under or in relation to the Contract.

ARTICLE 13 ASSIGNMENT AND SUBCONTRACT

- 13.1 The Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the Owner.
- 13.2 The Contractor agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner at the signing of this Contract.
- 13.3 The Contractor shall remain and be fully responsible for the proper performance of the Work and liable to the Owner under this Contract for all acts or omissions of Subcontractors and all persons directly or indirectly employed by the Subcontractors in the performance of the Work, notwithstanding any other provision of the Contract, any rule of law to the contrary, the identification of a Subcontractor in the Contract, or the consent to or nomination of a Subcontractor by the Owner.

ARTICLE 14 PRIVATE LAND

- 14.1 The Contractor shall not enter upon lands other than those provided by the Owner without obtaining prior written permission from the land owners or occupiers.
- 14.2 The Contractor shall not enter upon lands owned by others on which the Owner has easements or rights of way without having received a written authorization of the Owner for such entry. The Contractor shall ascertain from the Owner the conditions on which easements or rights of entry have been granted on private lands and shall abide by these conditions at all times.

ARTICLE 15 CONTRACT SITE CONDITIONS

- 15.1 The Contractor acknowledges and agrees that it is the sole responsibility and risk of the Contractor to examine the Sites and the actual Site conditions in order to satisfy itself with respect to conditions and their effect on the Work.
- 15.2 The Contractor shall inspect the Work site prior to performing the Work each working day and evaluate the site conditions for foreseeable damage caused by the performance of the Work done that day. The Contractor shall notify the Owner if the site conditions are in poor shape to the extent that the Contractor may cause damage to the site if the performance of the Work is

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carried out. The Owner shall assess the Site conditions and inform the Contractor if or how he is to proceed.

ARTICLE 16 DELAY, NON-COMPLIANCE OR BREACH BY THE CONTRACTOR

- 16.1 If the Contractor delays in the commencement, performance or completion of the Work, fails to comply with a direction or decision of the Project Manager, or is otherwise in breach of the Contract, and the delay, failure or Contract breach continues for five (5) days after notice of it has been given to the Contractor by the Project Manager and the Contractor is not, in the sole opinion of the Project Manager, diligently proceeding with a cure of the breach to the Project Manager's satisfaction, the Project Manager may, without it constituting a breach or termination of the Contract;
- a) at the Contractor's expense, do such things as the Project Manager deems necessary to correct the Contractor's breach, including by causing the Work to be performed by the District's forces or by another party, the Contractor shall reimburse the Owner for all costs, expenses and damage incurred or sustained by the Owner by reason of the Contractor's breach or in correcting the breach; or
 - b) take all or any part of the Work out of the Contractor's hands and employ such means as the Project Manager considers desirable to perform the Work or part of it.
- 16.2 The Project Manager shall consult with the Owner before taking the Work out of the Contractor's hands. The cost of performing the Work, or part of it, taken out of the Contractor's hands shall be deducted from any amount otherwise payable to the Contractor. If the cost of performing the Work, or part of it, taken out of the Contractor's hands exceeds any such amounts, the excess is a debt due and owing by the Contractor to the District, together with any change sustained by the District.

ARTICLE 17 SUSPENSION OR TERMINATION OF CONTRACT

- 17.1 The Project Manager may give notice to the Contractor suspending the Contract at any time for convenience and the Contractor shall comply with that notice immediately by ceasing performance of the Work. Upon ceasing performance of the Work, the Contractor shall take all steps reasonably necessary to protect all portions of the Work from damage or destruction by natural or human causes. If the Project Manager suspends the Work for thirty (30) days or less, the Contractor shall continue performance of the Work when called upon to do so. If the Project Manager suspends the Work for a period in excess of thirty (30) days, the Contractor may request the Project Manager to terminate the Contract.
- 17.2 Despite the rest of the Contract, the Project Manager may terminate the Contract for cause, because of breach of the Contract by the Contractor, the insolvency of the Contractor, or the commission of any act of bankruptcy by the Contractor. If the Owner terminates the Contract for cause or convenience, the obligation of the Owner to make payments to the Contractor ceases at once and the Owner is entitled to deduct from any payments any cost, expense, damage or loss caused to the Owner by the Contractor's breach of the Contract, insolvency or bankruptcy. Termination under this section does not relieve the Contractor of any Contract obligations other than the Contractor's obligations to perform the Work.
- 17.3 The Contractor acknowledges and agrees that in the event of a strike or lockout of the employees of the Owner taking place during the Term, which causes interruption of the Performance of the Contract within the Sites, the provisions of the Contract requiring payment by the Owner to the Contractor shall be re-negotiated on the basis that the Contractor's actual proven cost for the period of the disruption.

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ARTICLE 18 **TERMINATION BY THE CONTRACTOR**

- 18.1 The Contractor may give notice to the Project Manager terminating the Contract for either of the following reasons:
- (a) where an order of any court or other public authority other than the District, causes the Work to be stopped or suspended, for a period exceeding ninety (90) days and such stoppage or suspension occurs through no act or fault of the Contractor. In the event of termination under this section, the Owner shall pay the Contractor for the Work performed and losses sustained to the date of the notice. The Owner shall not be liable for any loss of profits, damages or expenses incurred by the Contractor as the result of such stoppage or suspension or termination of the Contract; or
 - (b) where, without authority in the Contract, the Owner fails to pay the Contractor for Work performed, as provided in the Contract document, within thirty (30) days after the date for payment, and fails to remedy such default within ten (10) days of notice by the Contractor to do so.

ARTICLE 19 **MODIFICATIONS AND/OR REVISIONS**

- 19.1 The terms and conditions set forth in this Contract shall constitute the entire agreement between the parties for the goods and services. No revisions or modifications of the terms of this Contract shall be binding on the District of Kent unless a Change Order is issued by the District of Kent as per Article 20.

ARTICLE 20 **CHANGE ORDERS**

- 20.1 At any time after the Notice of Award, but before the end of the Work, the Project Manager may give notice to the Contractor ordering the Contractor to perform a Work Change and the Contractor shall promptly begin performance of that Work Change in accordance with the Change Order.
- 20.2 A Change Order is, for the purposes of the Contract, considered to be part of the Work and all of the provisions of the Contract and Contract document apply to that Change Order.
- 20.3 The Contractor is entitled to be paid for any Work Change that is an addition to or revision of the Work, but not any Work Change which is a deletion from the Work.
- 20.4 No Work Changes under Article 19.1 shall be undertaken by the Contractor without a Change Order from the Project Manager, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the Work Change was ordered by the Project Manager.

ARTICLE 21 **INDEMNIFICATION**

- 21.1 Notwithstanding the provision of insurance coverage by the District, The Contractor hereby agrees to indemnify and save harmless the District and their successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, that arise out of errors, omissions or negligent acts of the Contractor or its Subcontractor(s), servant(s), agent(s) or employees(s) under this Contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the District, its other consultant(s), assign(s) and authorized representative(s) or any other persons.
- 21.2 The terms and conditions of the Article 21.1 shall survive notwithstanding the completion of all services and the obligations and duties under this Contract and the termination for any reason whatsoever of this Contract.

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ARTICLE 22 COMPLETION CLEAN UP

22.1 The Contractor shall maintain the Work Site in as clean a condition as possible to the satisfaction of the Owner's consultant or the Owner during his work and shall remove from this and the surrounding properties any debris from his work on the completion of the job. Failure to do this will result in this cleaning and removal being instituted by the Owner and the cost deducted from the amount owing this Contractor.

ARTICLE 23 PERFORMANCE AND LABOUR & MATERIALS SECURITY

23.1 The Contractor shall provide to the Owner a Performance Bond and a Labour & Materials Bond each in the amount of 50% of the total Agreement Price prior to the start of the Work.

The Contractor acknowledges and agrees that the Performance and Labour & Material bonds or letter of credit in lieu of the bonds provided to the Owner by the Contractor as required by the Contract documents, shall be valid for, and held by the Owner, and may be drawn upon at any time up to sixty (60) days following the Term.

ARTICLE 24 INSURANCE

24.1 The Contractor shall provide proof of and maintain **Commercial General Liability** insurance in an amount of not less than **\$5,000,000.00** per occurrence for the full duration of the Project. The maximum deductible shall be not more than \$10,000.00. The policy must include:

- (a) Premises and operations liability;
- (b) Contractor's contingent liability with respect to the operations of persons, firms or corporations having a contract for the execution of a part or parts of the work included in the Contract;
- (c) Products and completed operations liability;
- (d) Blanket contractual liability;
- (e) Cross liability clause and severability of interests clause;
- (f) Elevator and hoist liability;
- (g) Contingent employer's liability;
- (h) Personal injury liability;
- (i) Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, *where such work is being undertaken as part of the Contract*.
- (j) Liability with respect to non-owned licensed vehicles;
- (k) Employees as Additional Insureds;
- (l) Operation of attached machinery;
- (m) Broad form property damage;
- (n) Broad form completed operations;
- (o) Sudden and accidental pollution coverage with a sub limit of **\$2,000,000.00** (this coverage may be an extension to this policy or provided by a separate pollution liability policy acceptable to the District of Kent).

The District of Kent shall be added as Additional Insured which shall include their employees and officers. The policy shall be endorsed to provide the District thirty (30) days prior written notice of cancellation or material change.

The certificate of insurance shall contain a full description of the Work being undertaken by the Contractor for the fulfillment of the Contract.

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Commercial General Liability insurance shall be maintained from the date of commencement of the Work until one (1) year from the date of Total Performance of the Work.

This insurance shall preclude subrogation of claims by the insured or its insurer against the District.

24.2 All property insurance shall be maintained continuously from the start of the work until Substantial Completion has been obtained by the Contractor from the District's representative for the Work contained within the Agreement.

The policy shall be endorsed to provide the District thirty (30) days prior written notice of cancellation or material change.

24.3 The Contractor shall maintain **Automobile Liability** insurance on all owned, rented or leased vehicles in an amount of not less than **\$5,000,000.00** for the duration of the Project.

24.4 The Contractor shall provide "**All Risks**" **Contractor's Equipment** insurance protecting all machinery and equipment owned, rented or leased for which the Contractor is responsible for in the performance of the Work for the actual cash value of the machinery or equipment. This insurance shall preclude subrogation of claims by the insured or its insurer against the District. The policy shall be endorsed to provide the District thirty (30) days prior written notice of cancellation or material change.

24.5 The Contractor shall, before occupying the Site or conducting business of any kind on the Site, submit to the District certificates of insurance as required by this section and shall provide the District, from time to time, if and when required by the District, satisfactory proof by the District that all such insurance is still in full force and effect and that all premiums have been paid.

24.6 The Contractor shall not do or permit anything to be done which would render any insurance void or voidable or which would cause an increase in the insurance premiums. If the Contractor fails to keep and maintain the required insurance, the District may in its sole discretion may keep and maintain the insurance and the cost to the District for doing so shall be a debt due and owing by the Contractor to the District. The District may terminate the Contract by notice given to the Contractor if the Contractor fails to deliver any required certificates of insurance or any proof that insurance is still in full force and effect as required by this section.

24.7 All the foregoing insurance in this section required to be provided by the Contractor shall be primary and will not require the sharing of any loss by the District or its insurers.

24.8 The Contractor shall be responsible for any and all deductibles payable in any of the foregoing insurance policies.

24.9 Use and occupancy of the Work or any part thereof prior to the date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections.

24.10 The Contractor shall ensure that all its Subcontractors performing services under this agreement carry insurance as required by section 24.1, 24.3 and 24.4 of Article 24 Insurance, and those sections shall be read as if those sections referred to them

THE DISTRICT OF KENT ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE UNDER THIS AGREEMENT.

ARTICLE 25 PROPERTY OF THE OWNER

25.1 The Contractor is responsible for any loss of or damage to, excluding reasonable wear and tear, any property or any property adjacent to the Owner's property of the Owner arising out of the performance of the Contract. The Contractor shall be responsible for the making good of such damage at his own expense. Reasonable wear and tear shall not be considered damage.

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- 25.2 The Contractor shall contact the Project Manager within (24) twenty-four hours to report any damage to District Property or any property adjacent to the Owner's property arising out of the performance of the Contract.

ARTICLE 26 OWNERSHIP OF INTELLECTUAL PROPERTY

- 26.1 By this section, the Contractor irrevocably grants to the District the unrestricted license for the District to use, for the Project and the District's other activities, all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the license granted by this section includes the right for the District, at any time, to adapt, use and modify all such technical information and intellectual property for other projects and uses of the District.

ARTICLE 27 BYLAWS AND PERMITS

- 27.1 The Contractor shall comply with all statutes, laws and regulations relating to the Work, whether federal, provincial or municipal.
- 27.2 The Contractor will obtain all permits, approvals and licenses required for the Work.

ARTICLE 28 ENVIRONMENTAL MATTERS

- 28.1 Without limiting the Contractor's other Contract obligations, the Contractor shall do everything reasonably necessary to ensure that the Work is performed so as to avoid and prevent any disturbance or damage to the environment beyond what is reasonably necessary to carry out the Work.

ARTICLE 29 INDEPENDENT CONTRACTOR

- 29.1 This is a Contract for the performance of work and the Contractor is engaged under this Contract as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its employees or Subcontractors are engaged by the Owner as an employee of the Owner. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers' compensation, and income tax. This Contract does not create a joint venture or partnership.

ARTICLE 30 NOTICE

- 30.1 All notices under this Contract to the Owner, the Project Manager or the Contractor shall be in writing. The Contractor shall deliver to the Owner a copy of all notices delivered by the Contractor to the Project Manager.
- 30.2 Any notice given under the Contract shall be sufficient in all respects and considered as having been made if mailed in Canada or the United States by registered prepaid mail, actually delivered, or sent by fax to the recipient at either the addresses stated in the executed Contract or any substitute address of which the party sending the notice has had prior notice in writing as provided in the Contract. Any such notice shall be deemed to have been given at the time it is delivered by hand, or if mailed as aforesaid within four (4) Working Days after the date of mailing if mailed in Canada and six (6) Working Days after the date of mailing if mailed in the United States, or if sent by fax then on the date it is transmitted if transmitted prior to 4:30 p.m. local time at the place of receipt, otherwise on the morning of the following Working Day.
- 30.3 Any notice, direction or order provided under the Contract shall be deemed to have been given to the Contractor if delivered personally to the Contractor's Representative or Site supervisor.

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ARTICLE 31 TIME

- 31.1 Time is of the essence. The Contract is subject to termination at no cost to the District for failure to perform the Work in a timely manner and process the required work within the specified time frame.
- 31.2 In calculating time for the purposes of the Contract, the first day is to be excluded and the last day included.

ARTICLE 32 SUCCESSORS

- 32.1 The Contract binds the parties to it and their respective successors, heirs, executors, administrators and permitted assigns and Subcontractors.

ARTICLE 33 JOINT AND SEVERAL OBLIGATIONS

- 33.1 If the Contractor is a joint venture, each member of the joint venture and each member of the joint venture executing the Contract hereby represents and agrees that it shall, in respect to the Owner, be jointly and severally liable to the Owner to fulfill all obligations and liabilities of the Contractor to the same extent and for the same purposes as if that member had alone executed the Contract as the sole Contractor. The foregoing shall not limit any rights the joint venture member may subsequently have to claim contribution and indemnity under the terms of the joint venture agreement from other members of the joint venture.

ARTICLE 34 APPLICABLE LAW

- 34.1 The Owner and the Contractor agree that the Contract is to be interpreted in accordance with, and governed by, the law in force in British Columbia and the Contractor irrevocably submits to the exclusive jurisdiction of the courts of British Columbia.

ARTICLE 35 APPROPRIATIONS

- 35.1 Payment under the Contract is subject to there being an appropriation for the Contract for the fiscal year in which any commitment under the Contract would come due in the ordinary course of performance of the Contract.

ARTICLE 36 MEMBERS OF THE DISTRICT OF KENT COUNCIL

- 36.1 No member of the District of Kent Council may be given or receive any share or part of this Contract or any benefit arising from it.

ARTICLE 37 WAIVER

- 37.1 Any failure by the District of Kent at any time, or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained here in shall not constitute a waiver of such terms and conditions and shall not affect or impair such terms or conditions in any way or the District of Kent's right at any time to avail itself of such remedies as the District of Kent may have for any breach or breaches of such terms and conditions.

ARTICLE 38 SAFETY PROGRAM

- 38.1 The Contractor shall develop, maintain, implement and supervise for the duration of the Contract, a comprehensive safety program that shall effectively incorporate and implement all safety precautions required by all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including any general safety rules and regulations under the *Worker's Compensation Act* (British Columbia) the Workplace Hazardous Waste Materials Information System or other Occupational Health and Safety legislation or regulations that may be applicable.

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- 38.2 The Contractor is deemed the “Prime Contractor” for the purposes of all applicable occupational health and safety laws, including the *Workers’ Compensation Act* (British Columbia), and the Contractor is responsible for filing any documents necessary to comply with the *Workers’ Compensation Act* (British Columbia), including, but not limited to, a Notice of Project, if applicable. The Contractor shall comply, and shall ensure that all Subcontractors and Other Contractors comply with all requirements with the *Workers’ Compensation Act* (British Columbia) and any other occupational health and safety Laws, applicable to the Project, the Work or to the Work Site. The Prime Contractor shall compensate the District of any loss or damage, fines or penalties to the District arising out of any actions by the Contractor, or its Subcontractors, in the performance of the Work.
- 38.3 Prior to commencing the Work and as a condition of receiving payment, the Contractor shall provide the Owner with satisfactory written evidence of compliance by the Contractor with all requirements under the *Workers’ Compensation Act* (British Columbia), including payments of assessments due under it to the Workers’ Compensation Board. Without limiting the foregoing, the Owner’s Representative may at any time require the Contractor to provide evidence of compliance with all requirements under the *Workers’ Compensation Act* (British Columbia), or payment of assessments due under it to the Workers’ Compensation Board, or both.
- 38.4 When required to do so by the Owner, the Contractor shall provide the Owner with evidence of its compliance of any or all its Subcontractors under Article 38.3.
- 38.5 The Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all WorkSafeBC Safety Rules and Regulations are observed during the performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material men and others engaged in the performance of this Contract.
- 38.6 The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.
- 38.7 The Contractor shall have a qualified safety coordinator on site during all operations who coordinates all safety functions in respect to the Work being performed.
- 38.8 If applicable, prior to commencement of any Work, the Contractor will complete and file a “Notice of Project” with WorkSafeBC and will provide a copy of the same to the District.
- 38.9 The Prime Contractor must ensure that the health and safety activities of all employees, workers and supervisors at a multiple-employer workplace are coordinated. Further, the Prime Contractor must do everything reasonable to ensure that employees, workers and supervisors comply with all regulations pertaining to health and safety.
- 38.10 Each employer at a multiple-employer workplace must supply the Prime Contractor the name of the person who has been designated to supervise the employer’s workers.

ARTICLE 39 DUE CARE

- 39.1 Any damage to private property caused by the Contractor in the performance of the Work shall be repaired or replaced by the Contractor at the Contractor’s expense. The Owner may withhold payment to the Contractor and use any holdbacks to pay for the repairs or replacement of the damaged property caused by the Contractor in the performance of the Work. The Owner shall in its sole opinion determine the percentage of fault of the Contractor.

ARTICLE 40 MATERIALS

- 40.1 All materials must meet the specifications provided in the RFQ.

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ARTICLE 41 CLIMATIC CONDITIONS

41.1 Provide protection at all times against weather so as to maintain work, materials, equipment and property free from injury or damage, and as necessary to ensure work is carried out expeditiously in accordance with agreed time schedule and Completion Date.

ARTICLE 42 PROCEDURE

42.1 All Work is to be carried out following the Specifications provided in this Contract.

ARTICLE 43 TRAFFIC CONTROL

43.1 The Contractor shall maintain traffic control using the latest, most current edition of the Ministry of Transportation & Infrastructure "Traffic Control Manual for Work on Roadways" if needed.

ARTICLE 44 ACCESS TO WORK

44.1 Access to the Site is to be confirmed by the Owner's Representative. Minimize disturbance of adjacent property.

ARTICLE 45 INSPECTION

45.1 Inspection to be carried out by the Owner and/or the Owner's consultant. Cost of inspection service is to be paid directly by the Owner and is not to be included in the Contract Price.

ARTICLE 46 DEFICIENCIES / DEFECTS

46.1 The Contractor shall correct, at its own expense any work that is found by the District to not comply with the specifications or not be in accordance with the Contract Request for Quotation.

ARTICLE 47 INVOICING

47.1 Billing to the District shall be after the Work has been completed and accepted as complete by the Project Manager and must be presented in a form acceptable to the Owner.

The Contractor shall submit an invoice to the **District of Kent, 7170 Cheam Avenue, Kent, BC V0M 1A0**, to the attention of **Accounts Payable**, in a form that is acceptable to the District of Kent. Invoices may also be submitted electronically to accounting@kentbc.ca

If the invoice is accepted by the District of Kent as being correct and complete, payment will be made within thirty (30) days of Acceptance. The successful Contractor may offer a discount for earlier payment, but is not obligated to do so, nor is the District of Kent obligated to accept an early payment discount offer.

ARTICLE 48 PAYMENT WITHHELD

48.1 The Owner may withhold or suspend the whole or a portion of any payment if:

- a) the Contractor has failed to satisfactorily perform the Work in the reasonable opinion of the Project Manager;
- b) the Contractor has failed to remedy any defective or faulty Work as directed by the Project Manager;
- c) a claim of builder's lien has been made, or is a reasonable prospect, to any land upon which the Work is located;
- d) the Contractor has failed to make prompt payments as they become due to any Subcontractors or for Materials or labour or equipment;
- e) the Owner has corrected deficiencies under Article 16.

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ARTICLE 49 PAYMENT OF ACCOUNTS BY CONTRACTOR

49.1 The Contractor shall promptly and satisfactorily settle and pay all accounts in connection with the Work and shall ensure that everyone employed by or through the Contractor similarly promptly and satisfactorily pays all account incurred by or through them in connection with the Work. If, after having received seven (7) working days written notice from the Owner to settle and pay any accounts incurred by the Contractor or any claims made against the Contractor, the Contractor fails or refuses to pay or settle the same, the Owner shall have the right, but will not be obligated, to pay such account and/or claims to the account of the Contractor and any receipt issued to the Owner with respect to such accounts and/or claims shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing, the Contractor shall not be required to pay any such account or claim if the Contractor has, in the opinion of the Owner, reasonable grounds for disputing same, in which case the Owner will have the right to pay or settle such accounts and/or claims in such manner as in the opinion of the Owner will not prejudice the Contractor's right to dispute same.

ARTICLE 50 DEFAULT NOTICE

50.1 If the Contractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment for the benefit of creditors, the District of Kent shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of both) to terminate the contract by written notice to the Contractor, whereupon the District of Kent shall be relieved of all further obligations hereunder except the obligation to pay the responsible value as determined by the District of Kent of the Contractor's prior performance (not exceeding the contract rate) and the Contractor shall be liable to the District of Kent for all costs incurred by the District of Kent in completing or procuring the completion of the performance in excess of the price herein specified. The District of Kent's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Any notice to be given by the District of Kent under this contract shall be deemed given one day after deposit in the mail, postage prepaid, addressed to the Contractor at his or hers address shown on the Quotation Summary Sheet.

ARTICLE 51 WORKSAFEBC CLEARANCE LETTER

51.1 A copy of a current Clearance Letter from WorkSafeBC certifying that you are registered with WorkSafeBC and are not in arrears of any payments or assessments payable to WorkSafeBC shall be submitted to the Owner prior to the start of the Work.

ARTICLE 52 BUSINESS LICENSE

52.1 The Contractor and any approved Subcontractors shall obtain and maintain a current District of Kent or Inter-municipal business license for the duration of the Contract, including any extensions, if granted.

ARTICLE 53 REPORTING AND RECORDS

53.1 The Contractor shall at its expense keep and maintain records and accounts in connection with the performance of the Work. Upon request, the Contractor shall provide to the Project Manager an accurate written allocation of the total paid to date, for performance of the Work, to the various elements of the Work completed.

ARTICLE 54 GENERAL RELEASE AND WAIVER OF LIENS

54.1 The Contractor shall provide a general release of all claims in the form attached, as Appendix "A" to the Contract document within thirty (30) days after the expiration of the Term.

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ARTICLE 55 DOCUMENT PRECEDENCE AND DEFINITIONS

- 55.1 If there is any conflict or inconsistency within or between any of the Contract documents, the following order of priority among documents, proceeding from highest to lowest priority applies, and a Contract document with higher priority prevails over a Contract document with lower priority to the extent of any conflict or inconsistency:
- (i) Executed Contract Between Owner & Contractor;
 - (ii) later dated documents prevail over earlier documents of the same kind.
- 55.2 In the Contract, capitalized words and expressions have the meanings given to them in Article 56 of this Contract.
- 55.3 Words and abbreviations which have well known technical or trade meanings are used in the Contract documents in accordance with such recognized meanings.
- 55.4 References to the neuter, masculine or the singular shall be considered to include each other as well as the feminine and the plural, as the context requires.
- 55.5 The Contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 55.6 The intent of this Contract is to include all labour, Products and services necessary for the performance of the Work in accordance with the Contract documents.
- 55.7 This Contract supersedes all representations, discussions, communications, negotiations and agreements, either written or oral, relating to the Work that were made prior to the date of the execution of this Contract.
- 55.8 The Contract documents shall be signed by the Owner and the Contractor in as many duplicates as the Owner may reasonably require.
- 55.9 The Contractor shall be provided without charge with one copy of the Contract documents for the performance of the Work. If the Contractor requires additional copies of the whole or parts of the Contract documents, the Owner may charge the Contractor a reasonable fee for such copies.
- 55.10 The language of the Specifications is, in many cases, written in the imperative for brevity. Clauses containing instructions or directions are directed to the Contractor and, in the case of conflicts, such sentences shall be construed and interpreted as if the words "the Contractor shall without additional compensation" immediately preceded the instructions or directions.
- 55.11 In the event of conflicts within the Contract documents or conflicts between the Contract Documents and specified reference, national or industry Standards:
- a) the reference, national or industry Standards shall be interpreted as referring to the latest editions, including all applicable amendments and revisions, in effect as of the signing date of this Contract for the Work; and
 - b) the most onerous and stringent provisions, resulting in the smallest tolerances and the best quality of Work, shall apply.
- 55.12 Wherever used in the Contract, the following terms shall have the following meanings:
- a) "**Agreement**", "**Contract**" and "**Contract documents**" are used interchangeably and mean this executed Contract entered into between the Owner and the Contractor for the performance of the Work.
 - b) "**as specified**" means collectively all terms, requirements, stipulations and other provisions described for the respective equipment, material or method in this Contract

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- c) "**Authorized**", "**directed**", "**required**", "**reviewed**", "**requested**", "**approved**", "**ordered**", "**instructed**", "**sanctioned**", "**alternate**", "**inspected**", "**submitted**", "**satisfactory**", "**equivalent**" and similar words, unless some other meaning is obvious from the context, mean respectively authorized, directed, required reviewed, requested, approved, ordered instructed, inspected or sanctioned by, or submitted or satisfactory to, the Owner.
- d) "**Change Order**" and "**Work Change**" are used interchangeably and mean a Change to the Contract authorized in writing by the Project Manager.
- e) "**Contract Price**" means the price to be paid by the Owner in exchange for the Work to be performed by the Contractor in accordance to this Contract.
- f) "**Contractor**" means the person, firm or corporation identified as such in this executed Contract.
- g) "**Contractor's Representative**" means the representative of the Contractor designated as such by the Contractor in writing to the Owner and who shall have authority to act on behalf of the Contractor during the execution of the Work. In the absence of a designation by the Contractor, the Contractor's Representative shall be the representative of the Contractor on Site and apparently in charge of the Work on behalf of the Contractor.
- h) "**Day**" and "**day**" means Work Day, except when expressed as a "calendar day".
- i) "**Extra Work**" means a Change for which a duly authorized Change Order has been issued. A Change for which a Change Order has not been issued shall not constitute or be construed as Extra Work.
- j) "**GST**" and "**G.S.T.**" means the Goods and Services Tax.
- k) "**Notice of Award**" means the written notice or letter from the Owner to the Contractor notifying the Contractor that it has been awarded the Contract for the Work. The Notice of Award may be issued subject to conditions, in which case the Contractor shall comply with such conditions. If all or part of the Work cannot proceed until after one or more of the conditions have been met or satisfied, the Contractor shall not proceed with that part of the Work until after it has received a written Notice to Proceed from the Owner.
- l) "**Notice to Proceed**" means the written notice or letter from the Owner to the Contractor notifying the Contractor that one or more conditions specified in the Notice of Award have been satisfied or met, or waived by the Owner, and immediately upon receipt of the Notice of Proceed, or within such period of time as specified in the Notice to Proceed, the Contractor shall commence the performance of the whole of the Work or that part of the Work specified in the Notice to Proceed.
- m) "**Other Contractor**" means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract.
- n) "**Owner**", "**Kent**" and "**District**" shall, unless the context otherwise requires, be interpreted as synonymous and mean the District of Kent.
- o) "**PST**" and "**P.S.T.**" means the Provincial Sales Tax.
- p) "**Prime Contractor**" means the Prime Contractor for a workplace within the meaning of Section 118 of the Occupational Health and Safety Regulations as approved under the *Workers' Compensation Act* (British Columbia).
- q) "**Products**" means goods, materials, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication,

AGREEMENT

conveying and erection of the Work and normally referred to as construction machinery and equipment.

- r) "**Project**" means the total service contemplated by the Owner, of which the Work may be the whole or a part.
- s) "**Project Manager**" means the person designated as such by the Owner but whose authority shall be limited to that authority expressed in this Contract.
- t) "**Schedule**", when referred to an appendix, Schedule or similar attachment included in the Contract, or specifically incorporated by reference therein, means the Schedule identified as such in the Contract.
- u) "**Site**", "**jobsite**", "**worksite**", and similar expressions mean the places where the Work is being performed and the immediate vicinity thereof.
- v) "**Specifications**" means those specifications specifically identified in and forming part of this Contract, as supplemented or added to by the Owner during the performance of the Work.
- w) "**Subcontractor**" means any person, firm or corporation assigned to or employed by, the Contractor to perform the Work or any part thereof, and includes any employee, agent, representative or Subcontractor of the Subcontractor, and any person, firm or corporation who directly for the Contractor or for any Subcontractor furnishes materials or services.
- x) "**Substantial Completion**" and "**Substantially Completed**" mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract documents so that the Owner can occupy or use the Work or a portion thereof for its intended.
- y) "**Term**" shall be the duration of the Contract which shall begin on the date stated in the Notice to Proceed or if the Notice to Proceed does not contain a specific start date then the start date shall be the day the Notice to Proceed is received by the Contractor. The Contract shall end sixty (60) days after final completion.
- z) "**Total Performance of the Work**" means when the entire Work has been performed to the requirements of this Contract and is so certified by the Owner.
- aa) "**Work**" and "**Services**" are used interchangeably, and mean the carrying out and performance of all things, whether of a temporary or permanent nature, that are required to be done by the Contractor pursuant to the terms and provisions of this Contract and, without limiting the generality of the foregoing, includes the furnishing and transport of all labour, materials and equipment necessary or incidental to the performance of this Contract, excepting only those materials specifically identified in this Contract to be supplied by the Owner.
- bb) "**Work Day**" and "**Working Day**" mean days other than Saturdays, Sundays and holidays which are observed by the District of Kent.

AGREEMENT

IN WITNESS WHEREOF the parties have agreed to be bound by all the terms and conditions of this Agreement and have executed and delivered this Agreement by their duly authorized representatives to be effective as of and from the day and year first above written.

Signed by:

DISTRICT OF KENT

_____)
_____)
Mayor _____)
_____)
Corporate Officer _____)

Date _____, _____

(Insert Contractor Name)

_____)
_____)
Authorized Signatory _____)
_____)
Authorized Signatory _____)

Date _____, _____

IN THE PRESENCE OF:

_____)
_____)
Witness Signature _____)
_____)
Name _____)
_____)
Address _____)

Date _____, _____

NOTE: If the Contractor is incorporated execution shall be by duly authorized officers of the corporation and the corporate seal shall be affixed. If the Contractor is not incorporated, the partnership or proprietorship shall be named and the partners in the case of the partnership or the individuals comprising the proprietorship shall sign and their signatures shall be witnessed as indicated. If the Contractor is a Joint Venture, each member of the Joint Venture shall execute the Contract in its own name and in accordance with the foregoing, attaching additional pages as required.

Schedule 1 - Schedule of Prices

SCHEDULE OF PRICES

The Schedule of Prices, as supplemented, revised and amended prior to the date of execution of the Agreement and which sets forth the final unit prices is attached and immediately follows this page.

Schedule 2 – Terms of Reference

TERMS OF REFERENCE

The completed Section 2 of the RFQ document will be attached immediately following this page.

SCHEDULE C
DISTRICT OF KENT
GENERAL RELEASE AND WAIVER OF LIENS

In the Matter of the Agreement made as of *(Insert Date)* (the "Agreement") for the *(Insert Project Name)* (the "Project") between:

District of Kent (the "District")
7170 Cheam Avenue
Agassiz, BC V0M 1A0

and

(Insert Company Legal Name & Address)
_____ (the "Contractor")

As a condition precedent to obtaining Total Performance of the Work, as defined in the Agreement, and for and in consideration of the payment of *(Insert Amount)* plus applicable taxes ("Final Payment") to the Contractor by the District, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor covenants, represents, warrants and agrees as follows:

1. The Contractor has properly and completely performed all of the Work, as defined in the Agreement, including but not limited to providing all of the work, services and materials required to be provided and performed by the Agreement.
2. Everyone contracting with or through the Contractor, including without limitation all Subcontractors and everyone contracting with or through the Contractor has been paid in full for all work, services and materials provided in connection with the performance of the Agreement.
3. There are no outstanding liens or claims by the Contractor or by anyone employed or engaged by or through the Contractor in connection with the performance of the Agreement. Further, no one has any right to file or enforce or claim a lien on account of work or services performed or materials supplied under or pursuant to the Agreement.
4. All claims and demands of the Contractor for Extra Work and Changes, as defined in the Agreement, or in connection with the Agreement in any way, have been presented in writing to the District and resolved to the satisfaction of the Contractor.
5. Except for the Contractor's claim for the Final Payment as defined herein, the Contractor hereby agrees to release and forever discharge, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the District, the District's Representative and their respective officers, directors, employees, servants, agents, Contractors, successors and assigns, and each of them, of and from any and all liabilities, causes of action, claims, proceedings, demands, suits, debts, duties, damages, interest and costs of any nature or kind whatsoever or wheresoever, whether at law or at equity and whether known or unknown, suspected or unsuspected, which the Contractor, its successors and assigns have or hereafter can, shall or may have, relating to or arising out of the Agreement, the Project, the subject matter of the Agreement and the Project, and all facts and circumstances related thereto.
6. This Release and Waiver of Lien has been executed voluntarily by the Contractor after receiving independent legal advice.
7. All provisions of this Release are contractual and not merely recitals.

