

## **REQUEST FOR QUALIFICATION**

**NO. 2019-505**

**General Contractors**

RFQ ISSUE DATE: July 15, 2019

RFQ CLOSING DATE: August 13, 2019 at 15:00 Pacific Standard Time

COPIES: 1 USB and 3 Printed copy of your completed Application

DELIVERY ADDRESS: Alexandria Zayonc, Purchasing  
479 Island Hwy, Victoria, BC, V9B 1H7

AUTHORIZED CONTACT: Alexandria Zayonc  
Email Address: [azayonc@crd.bc.ca](mailto:azayonc@crd.bc.ca)

**ALL INQUIRIES MUST BE SUBMITTED IN WRITING TO THE AUTHORIZED CONTACT PERSON**

Capital Regional District - Integrated Water Services  
479 Island Highway Victoria, BC V9B 1H7  
Tel: 250.474.9674 Fax: 250.474.9659

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# REQUEST FOR QUALIFICATION

## GENERAL INFORMATION

### 1.1 BACKGROUND

### 1.2 ROLE OF CAPITAL REGION DISTRICT

The Capital Regional District (CRD) Regional Water Supply system delivers drinking water to approximately 390,000 residents in 13 municipalities and 1 electoral area, within the greater Victoria area. In addition, the CRD is also responsible for the supply and distribution of potable water to the municipalities of Langford, Colwood, View Royal, Metchosin, Sooke and the Highlands.

For additional information on the CRD visit <https://www.crd.bc.ca/>

### 1.3 PURPOSE OF THIS RFQ

CRD to prequalify one or more prospective Service Providers of General Contractors under different categories for Integrated Water Services (“**IWS**”). There will be eight (8) categories in which a Services Provider may qualify under depending on their area of expertise.

Parties that submit a response to this RFQ are referred to as “**Service Providers**” and their submissions to this RFQ are referred to as “**Applications**”. At the conclusion of the prequalification process set out in this RFQ (the “**Prequalification Process**”) it is expected that one or more Services Providers will have been successfully prequalified (“**Prequalified Suppliers**”). The Prequalified Suppliers will then be eligible to participate in subsequent directed Statement of Works (“**SOW**”) issued after the prequalification period as and when the need arises.

## THE GENERAL CONTRACTOR PROCUREMENT PROCESS

### 1.4 RFQ

This RFQ is designed to prequalify and short-list suppliers primarily on their operational capabilities, experience and demonstrated past performance in providing General Contracting Services under the provider’s area of specialty.

Inclusion on the list does not guarantee work will be obtained from the CRD. All contractors are required to submit information to ensure inclusion in the review process. No contract is formed by making a submission on this RFQ and no liability attaches to the CRD in tort or in contract as a result of participating in this RFQ process.

Based upon the Evaluation Criteria (see Section 1.15), each Prequalified Supplier will receive a score (“Prequalification Score”). The Services Providers that meet the minimum score will be deemed to be Prequalified Suppliers.

### 1.5 STATEMENT OF WORK

Following the completion of the Prequalification Process, CRD may proceed with one or more Statement of Works (“SOW”) on an as needed basis for the acquisition of General Contracting

Services.

In any SOW process, the Prequalified Suppliers will be requested to focus their competitive quotes on pricing and any site specific requirements of CRD. CRD anticipates that the SOW procurement processes will be relatively simple and require a short time period (generally one to two days for responses from Prequalified Suppliers) to complete. SOW's will be remitted to Prequalified Supplies based on the following spend thresholds:

- Estimated spend under 10K – direct award to any prequalified vendor
- Estimated spend over 10K but under 75K – SOW's will be sent out to at least three (3) prequalified vendors of the category
- Estimated spend over 75k – SOW will be sent out to all Prequalified Vendors of the category.

Threshold amounts are in pre-tax figures. Successful Supplier will be the lowest price that meets the scope of work. Once a quote has been accepted, CRD and the Successful Supplier would execute a Purchase Order for the acquisition of the General Contracting Services. Sample SOW can be found in Schedule A-5: Statement of Work.

## 1.6 ESTIMATED TIMETABLE

The projected timetable for the RFQ process is as follows:

Activity	Anticipated Date
RFQ Issued	July 15, 2019
Enquires and questions submitted by	August 6, 2019; 15:00 PST
RFQ Closing	August 13, 2019; 15:00 PST

Any SOW process will be sent to successful Services Providers as and when the need arises.

## 1.7 ON-GOING SUPPLIER MANAGEMENT

Working in consultation with the Prequalified Suppliers, CRD intends to develop a "Supplier Management Program" to ensure the objectives in the following areas are achieved:

- *Planned Objectives* – including targets/goals/improvements in enhanced capabilities;
- *Operational Objectives* – including targets/goals/improvement in Grounds Maintenance system performance standards and KPI measurements, and;
- *Value Objectives* – including maximizing the value from the relationships with the CRD for the supply of General Contracting Services.

CRD will focus its Supplier Management Program on operations including the following performance based considerations:

- a Prequalified Supplier's ability to execute on the deliverables and objectives as set forth in

a SOW;

- a Prequalified Supplier's ability to maintain service levels

CRD expects that the Supplier Management Program will include a process for the annual review and adjustment of the Prequalification Scores of all Prequalified Suppliers. The details and timing of any such process are in CRD's sole discretion. CRD will advise the Prequalified Suppliers of any such process.

All goods and services are subject to inspection and approval by the CRD. At its sole discretion, the CRD Integrated Water Services shall have the right to reject and/or require any deficiencies or defects in the performance of services to be remedied within 30 days of delivery. Also, at its sole discretion, the CRD Integrated Water Services has the right to cancel any existing contract where the contractor has not conformed to the performance specifications. In this instance, the CRD Integrated Water Services reserves the right to award the remainder of the contract to another qualified contractor selected from the list or to complete the works using CRD staff.

## **REQUESTS FOR CLARIFICATION BY SERVICES PROVIDER**

### **1.8 CLARIFICATION QUESTIONS OF SERVICES PROVIDER**

Services Providers are responsible for requesting any clarification on issues pertaining to the RFQ. Services Providers should submit all requests for clarification in written e-mail format specifying the name of the Authorized Contact Person identified on Page 1 of this RFQ.

Services Providers are requested to submit their inquiries and questions no later than the date set out in Section 1.6.

### **1.9 ADDENDA**

CRD may, in its discretion through the Authorized Contact Person, amend or clarify this RFQ at any time by issuing a written Addendum. Written Addenda issued by the Authorized Contact Person are the only means of amending or clarifying this RFQ and no other statement of any kind whatsoever, whether oral or written or by CRD or any other person, will amend this RFQ. Services Providers are solely responsible to ensure that they have received any Addenda issued by CRD.

## **SUBMISSION OF APPLICATIONS**

### **1.10 DELIVERY**

Sealed proposals should be clearly marked "RFQ for General Contracting, No.2019-505, Attention: Alexandria Zayonc, Purchasing Agent",

Proposals will be received by mail to address "479 Island Hwy, Victoria, BC, V9B 1H7" until close as indicated on page 1 of this document. Proposals received after the closing will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the closing time. Proposals received after the closing time will be returned unopened to the Proponent.

The Proposal Forms are contained in this document and inquiries can be made by contacting Alexandria Zayonc, Purchaser. Enquiries deadline as indicated in Section 1.6.

Submission must contain the following forms which are provided in the Schedules:

Schedule A-1: Scope of work and questionnaire; a response is required only for the categories in which you are participating.

Schedule A-2: Services Provider Company Profile

Schedule A-3: Proof of Insurance and WCB

Note that the contract and SOW's are pro-forma only and are not required to be filled out and submitted by the bidders.

### **1.11 REJECTION OF APPLICATIONS**

CRD may, in its sole discretion, accept or reject an Application that is not delivered by hand or courier (including any sent by mail, facsimile or e-mail), that is received late or that is not in English.

### **1.12 FORM OF APPLICATION**

Services Providers should complete their Applications and provide all answers to all questions posed in the order, format and organization in which they are set out in Schedule A – Services Provider Submission Form attached. Services Providers may also include an Executive Summary and Table of Contents in their Application. Services Providers should provide as much detail as necessary to demonstrate their experience in the relevant areas.

Services Providers should not submit any information (including marketing or promotional information) other than information requested in the Services Provider Submission Form (Schedule A to this RFQ). Services Providers are not expected at this phase to provide:

- (a) a specific proposal to supply a General Contracting Services; or
- (b) a specific pricing structure or quote for a specific General Contracting Services requirement

### **1.13 LACK OF INFORMATION**

If an Services Provider fails to provide comprehensive and accurate information that is essential for CRD's evaluation of the Services Provider's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in disqualification of the Services Provider's Application in CRD's sole discretion.

## **EVALUATION OF APPLICATIONS**

### **1.14 EVALUATION PROCESS**

Applications will be evaluated as follows:

- the evaluation will be carried out by applying the Evaluation Criteria described below;
- to assist in the evaluation, CRD may, in its discretion;
  - conduct reference checks to verify any and all information regarding an Services Provider;

- review CRD’s previous experience with an Services Provider, including checking with staff references and records;
  - conduct any other reference checks, conduct any background investigations and/or seek any additional information that it considers necessary in the course of the evaluation;
  - seek clarification of an Application or supplementary information from any or all Services Providers;
  - request interviews with any, some, or all Services Providers to clarify any questions or considerations based on the information included in Applications or seek any supplementary information; and
  - rely on and consider any information obtained as a result of such reference checks, reviews of prior experience with an Services Provider, background investigations, requests for clarification or supplementary information, interviews, and/or any additional information in the evaluation of Applications;
- if CRD in its sole discretion is not satisfied with any of the Applications received, then CRD may terminate this RFQ;
  - the evaluation process will be conducted solely at the discretion of CRD.

**1.15 EVALUATION CRITERIA**

Applications will be assessed against the following criteria (“Evaluation Criteria”) and using the weightings identified in the table below in evaluating Applications. The evaluation team members will evaluate each Application based on the information provided and will assign points per Evaluation Criteria for a total out of one hundred (100) points. CRD reserves the right to amend the Evaluation Criteria or the assigned weightings by issuing an Addendum no later than five (5) days prior to the close of the RFQ. The Evaluation Criteria and weightings are as follows:

<b>EVALUATION CRITERIA – Phase 1 RFQ</b>	<b>Maximum Points</b>	<b>Minimum Threshold</b>
<b>Operational Capability (Section A-1 of Schedule A)</b> <ul style="list-style-type: none"> <li>• General Overview</li> <li>• WorkSafe BC Coverage</li> <li>• Company Profile</li> <li>• References</li> </ul>	<b>90</b>	<b>50</b>
<b>Proof of Insurance and WCB Coverage (Section A-3)</b>	<b>10</b>	<b>10</b>
<b>Total Maximum Prequalification Score Available</b>	<b>100</b>	<b>60</b>

**1.16 ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

The Proforma Contract is attached within Schedule A-5 Proforma Contract. By submitting a proposal in response to this RFQ, Services Providers are accepting the Contract Terms and Conditions.

**NOTIFICATION AND STATUS**

**1.17 NOTIFICATION OF PREQUALIFICATION**

CRD will notify all Services Providers in writing of the results of the evaluation of its Application.

**1.18 PREQUALIFICATION STATUS**

A Prequalified Services Provider's status as "prequalified" under this Prequalification Process will be valid for a maximum of five years ("Prequalification Period") following notification of prequalification by CRD pursuant to Section 1.17. Services Provider's Prequalified status will be reviewed annually. Services Providers that fail to maintain / meet the minimum standards as set out in RFQ may be removed from the Prequalified list.

Furthermore, at the CRD's discretion, the RFQ may be reposted to allow new Services Providers the opportunity to submit a proposal for inclusion onto the Prequalified list. The reposting of the document with the same criteria as the original RFQ will be on the anniversary of the original document.

**1.19 CHANGES AFTER PREQUALIFICATION**

If for any reason a Prequalified Supplier wishes or is required to add, remove or otherwise change a particular condition in the submitted documentation, or there is a material change in ownership or control of the Prequalified Supplier, then the Prequalified Supplier must submit a written application to CRD for approval, including supporting information that may assist CRD in evaluating the change. CRD, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion CRD will consider the objective of achieving a competitive process that is not unfair to the other Prequalified Suppliers.

**ADDITIONAL PROVISIONS**

**1.20 CRD's RIGHTS**

CRD may take the following actions at any time in its discretion, and shall not be liable for any such actions:

- (a) reject or accept any Application; and
- (b) cancel this RFQ and the Prequalification Process and reject all Applications.

The Services Provider acknowledges and agrees that this RFQ is, in no way whatsoever, a tender or an offer to enter into an agreement. The submission of an Application by any Services Provider does not in any way whatsoever create a binding agreement.

The Services Provider acknowledges and agrees that the prequalification of an Services Provider pursuant to this RFQ is a preliminary step only in the procurement process. Each

Prequalification Services Provider will be evaluated further under any subsequent SOW evaluation process.

#### **1.21 WORKER'S COMPENSATION**

The Contractor must be registered and in good standing with the Workers' Compensation Board of British Columbia.

The Contractor must ensure that all fees, charges and/or assessments levied by Workers' Compensation for the protection of the Contractor's work force, are paid prior to the commencement of work.

The Contractor will provide evidence of compliance with WCB requirements to the CRD upon request as a condition of payment to the Contractor for substantiate and total performance of the work.

At any time during performance of the work, over the term of the contract, the Contractor will provide evidence of compliance by himself and his Subcontractors.

#### **1.22 SAFETY AND LEGISLATED REGULATIONS**

Operators shall be fully conversant with the safe handling, use, and/ or storage of controlled products which they normally expect to be in contact with during the performance of their duties as per WHMIS Regulations under the Workers' Compensation Act.

Equipment shall be operated and maintained in a manner consistent with Legislated Regulations of the Motor Vehicle Act and Workers' Compensation Act of British Columbia and the National Safety Code of Canada and local Municipal Bylaws.

In the event of a dispute of work not being conducted in a safe manner, and/or equipment that is not being operated in a safe manner, if in the judgment of SGIHS representative, it is not, it shall be released immediately and no payment shall be made for the time on the project. No payment will be made for down time due to any breakdown of rental equipment and frequent breakdowns may result in termination of the contract.

The Contractor shall provide the CRD representative with a written copy of the Contractors Safety, Training and Health & Wellness plan that relates to the works that will be performed under this contract.

The Contractor shall provide First Aid Coverage to meet WorkSafe BC regulations for all of their employees.

Failure to adhere to safety regulations shall be cause for instant release of equipment and operator and no payment shall be made for time on this project.

#### **1.23 ENVIRONMENTAL CONSIDERATIONS**

In the sole opinion of CRD, if the equipment does not meet environmental standards, it shall be immediately removed from the jobsite immediately and no compensation shall be paid for the removal of, or lost income for, that equipment.

#### **1.24 CONTRACTOR CONDUCT**

While working for the CRD, operators and their equipment are perceived to be acting as

representatives of the CRD. It is imperative that this perception is held to a high standard. Any complaint, written or verbal, concerning the conduct of any operator may result in the termination of the contract. Repeated complaints will result in the termination of the contract.

It shall be at the sole discretion of CRD representatives in determining equipment operator suitability and competency in relation to requirements. Any equipment operator deemed unsuitable or incompetent shall be released immediately and no payment will be made for time on the project.

#### **1.25 INDEMNITY**

The Contractor shall indemnify and save harmless the CRD from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him/her and/or the CRD, by reason of any act or omission or alleged act or omission of the Contractor, his agents, employees or Subcontractors in the execution of the work or service.

The CRD is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the CRD cannot guarantee that any information provided to the CRD can be held in confidence.

#### **1.26 ASSIGNMENT AND DELEGATION**

The Contractor shall not voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its duties, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the Capital Regional Districts written consent. Any attempt to make an assignment or delegation in violation of this provision shall be a material default under this Agreement and any assignment or delegation in violation of this provision shall be null and void.

#### **1.27 INDEPENDENT CONTRACTOR**

The Contractor confirms that they are an independent contractor for the purposes of this agreement and the works under this Master Standing Offer do not form an employment relationship between the Contractor and the Owner.

#### **1.28 INSURANCE**

Commercial General Public Liability Coverage shall be carried with a minimum coverage of THREE MILLION DOLLARS (\$3,000,000.00) insuring against liability arising from the above-named insured's activities while engaged by the CRD Integrated Water Services.

Standard ICBC. Third Party Liability and Property Damage insurance shall be carried on each piece of licensed equipment with a minimum limit of THREE MILLION DOLLARS (\$3,000,000.00).

Unlicensed equipment shall be covered by private insurers to a minimum limit of THREE MILLION DOLLARS (\$3,000,000.00) Public Liability and Property Damage.

Proof of insurance coverage will be required before any work commences by the contractor.

## SCHEDULE A SERVICES PROVIDER SUBMISSION FORM

### SCHEDULE A-1: SCOPE OF WORK and Questionnaire:

#### SCOPE:

The Capital Regional District (CRD) Regional Water Supply system delivers drinking water to approximately 350,000 residents in 13 municipalities and 1 electoral area, within the greater Victoria area. In addition, the CRD is also responsible for the supply and distribution of potable water to the municipalities of Langford, Colwood, View Royal, Metchosin, Sooke and the Highlands.

The system for the supply and delivery of drinking water is comprised of various reservoirs, right of ways, pump stations, pressure control stations and metering facilities. These facilities are located throughout the CRD IWS service area from Sooke to Sidney and from time to time require General Contractor Services.

The intent of this RFQ is to create a list of Pre-Qualified Service Providers to cover the supply of all materials and labour to complete the works required in on an “as and when, if required” basis with no guarantee of any minimum amount of work. As each new instance of work becomes required, Statement of Works “SOW” will be submitted under the process set out in section 1.5 “Statement of Work” in the RFQ document to the Service Providers for their awarded categories. Lowest bidder that meets the needs of the Purchaser will be awarded the job with work commencing and concluding upon mutual agreement of the Purchaser and Service Provider. All services provided to the CRD IWS under this RFQ will be provided by the successful proponents and not be subcontracted in any manner. The estimated annual spend by category for this tender will be approximately:

Category	Estimated annual spend
Carpentry	Under 50K
Electrical	Under 50K
Masonry	Under 50K
Welding	Under 20K
Dangerous Goods Cleanup	Under 20K
Concrete Cutting	Under 50K
Concrete Finishing / restoration	Under 15K
CNC	Under 15K

The CRD will appoint a project manager from the CRD for this RFQ. The role of the Project Manager will be to assign the sites that require maintenance, assist the contractor in locating the work sites and advise of any special requirements for individual sites.

#### Term of the Contract:

The initial term of the agreement will be September 1, 2019 to August 31, 2021 subject to final execution of the agreements. By mutual agreement the start date may be altered by the parties.

The CRD reserves the right, at their sole discretion, to extend the agreements for an additional three (3) by one (1) year periods upon mutual agreement between parties being reached before expiry of current agreement.

**General:**

This objective of this RFQ is to form a contract(s) with a Service Provider(s) to present a neat, orderly, safe and well maintained appearance for all sites. The Service Provider awarded work based on the Scope of Work process is responsible for ensuring that the activities of employees, workers, and other persons at the workplace relating to occupational health and safety are coordinated and for doing everything that is reasonably practical to establish and maintain a system or process that will ensure compliance with section 118 of the Act and Regulations in respect of the workplace.

The successful proponent will be required to comply with all federal, provincial and local laws regarding any works done under this contract.

**Questionnaire:**

The Questionnaire document – attached separately – contains tabs for each category within the RFQ scope. Service Providers can submit a response for one or more of the categories provided they have to professional designation and / or experience to do so.

**Excel spreadsheet cannot be uploaded to CRD Website - please contact [azayonc@crd.bc.ca](mailto:azayonc@crd.bc.ca) for a copy.**

**SCHEDULE A-2: Services Provider Company Profile**

The sections below are to be completed by the Services Provider as a single entity.

(a) Services Provider Structure

Services Provider Structure		Legal Name of Entity
Services Provider (single entity only)	<input type="checkbox"/>	

(b) Services Provider’s address, telephone and facsimile numbers:

Registered Legal Business Name:		
Address:		
Tel:	Fax:	

(c) Any other name under which the Services Provider carries on business (if any):


**SCHEDULE A-3: Proof of Insurance Coverage and WCB Coverage**

To be completed by a licensed, Insurance Agent and returned with submission package:

Proof of Insurance Coverage is required before the CRD will approve any works or activities.

Name of Insurer: \_\_\_\_\_

This is to certify to: CRD that Policies of insurance as herein described have been issued to the insured named below and are in force at this date:

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_  
\_\_\_\_\_

Locations and Operations to which this Certificate applies

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number \_\_\_\_\_

Effective Date \_\_\_\_\_

Expiry Date \_\_\_\_\_

The undersigned insurance agent confirms the following coverage has been affected through the policy noted above:

- Commercial General Public Liability Coverage insuring against liability arising from the above-named insured's activities while engaged by the CRD.
- Coverage effective for the duration of the activity or until policy expiry date, whichever occurs first.
- Minimum Liability Coverage of \$3,000,000.00.
- The CRD, its officers, officials, and employees are added as Additional Insureds.
- A Cross Liability Endorsement is included.
- The Property Damage deductible does not exceed \$3,000.00.
- The CRD is to receive thirty (30) days prior written notice of lapse or cancellation.
- The insurance policy shall provide coverage as respects the CRD, its officers, officials, and employees, but only in respect to the legal liability of the named insured arising out of work performed.

Agents Name \_\_\_\_\_

Agents Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## **SCHEDULE A-4: Pro-forma Contract**

### **CONTRACT FOR SERVICES**

THIS AGREEMENT dated for reference and made as of the NUMBERED day of MONTH, 2019

#### **BETWEEN:**

#### **CAPITAL REGIONAL DISTRICT**

625 Fisgard Street, Victoria, BC V8W 1R7  
Fax No. 250-474-4012

(“CRD”)

#### **AND:**

#### **LEGAL BUSINESS NAME IN CAPS AND BOLD**

Address

City, Prov, PC

(“Contractor”)

**WHEREAS** the CRD desires to engage the Contractor to provide services for **Contract No. 2019-505 General Contracts – specify category** to the CRD and the Contractor has agreed to provide such services, upon the terms and conditions contained in this Agreement;

NOW THEREFORE it is hereby agreed as follows:

#### **1 Schedules**

The following Schedules, if attached, form part of this Agreement:

- Schedule A – Services and Fees
- Schedule B – Insurance Requirements
- Schedule C – Contractor’s Proposal
- Schedule D – Call for Proposals

#### **2 Services**

- 2.1 The CRD agrees to engage the Contractor to provide the services described in Schedules A and C, in accordance with this Agreement (the “Services”).
- 2.2 Where there is a conflict between Schedule A and Schedule C, Schedule A will prevail in respect of the conflict.

#### **3 Fees**

- 3.1 The CRD agrees to pay the Contractor only the fees (including applicable taxes) set out in Schedule A, unless otherwise agreed in writing by the parties, for the Services provided by the Contractor under this Agreement (the “Fees”).
- 3.2 Prior to the Commencement Date, the Contractor will provide the CRD with its GST registration number and any other applicable sales or value added tax registration numbers.

- 3.3 The CRD is not responsible for making deductions from Fees paid nor for remitting amounts to the Canada Revenue Agency for Employment Insurance and Canada Pension Plan.
- 3.4 The CRD shall make payments to the Contractor in accordance with Schedule A, subject to any statutory or regulatory holdback requirements, including but not limited to the *Builders Lien Act* as amended.

#### **4 Expenses**

- 4.1 The CRD shall pay or reimburse the Contractor only for those reasonable and necessary expenses as set out in Schedule A, incurred by the Contractor in the ordinary course of performing the Services (the "Expenses") upon presentation of proper accounts, statements, invoices or receipts for such Expenses.
- 4.2 The Contractor will keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by an authorized representative of the CRD.

#### **5 Work**

- 5.1 The Contractor shall perform and shall ensure all its employees and subcontractors perform the Services with that degree of care, skill and diligence of contractors, employees and subcontractors performing services similar to the Services, to the satisfaction of the CRD.
- 5.2 The Contractor shall perform the Services within the time limits specified in Schedule A or, if no time limit is specified, the Contractor shall perform the Services promptly.
- 5.3 Subject to section 10.1, and 10.2 the Contractor shall comply with and ensure its employees and subcontractors comply with the CRD's reasonable instructions given from time to time.
- 5.4 The CRD shall not be liable for any damage or loss to the Contractor's materials, equipment or tools including loss of use thereof, howsoever caused.

#### **6 Guarantee of Materials and Workmanship**

- 6.1 The Contractor shall guarantee materials to be free of defects for the period equal to the manufacturer's warranty, a copy of which will be provided to the CRD. If no manufacturer's warranty is given, the Contractor shall guarantee the materials for 1 year(s).
- 6.2 Should any defects become apparent during this period, the contractor will repair or replace the affected works at the CRD's discretion.
- 6.3 Should the Contractor fail to complete the corrections in 6.2 in a timely manner, or at all, the CRD shall undertake the correction and the Contractor shall be liable for the costs incurred by the CRD for the aforesaid corrective work.

## **7 Independent Contractor**

The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render the CRD the Contractor's employer, or partner, or the employer of anyone working for the Contractor, and the Contractor must not do anything that would result in anyone working for the Contractor being considered the CRD's employees.

## **8 Compliance**

The Contractor shall comply with and cause its employees and subcontractors to comply with all applicable federal, provincial and local government laws, bylaws, rules and regulations in the performance of the Services.

## **9 Workers Compensation Act**

9.1 The Contractor shall comply with and shall ensure all its employees and subcontractors comply with all obligations under the *Workers Compensation Act* (British Columbia).

9.2 The Contractor shall provide the CRD with evidence of the Contractor and subcontractors' compliance with its obligations under the *Workers Compensation Act* (British Columbia):

- a) On or before the Commencement Date; and
- b) At any time during the term of this Agreement, upon request by the CRD.

## **10 Prime Contractor**

10.1 In accordance with section 118 of the *Workers Compensation Act* (British Columbia), the CRD shall assume the role of Prime Contractor.

10.2 The Contractor is responsible for ensuring that it provides the CRD the name of the person the Contractor has designated to supervise the Contractor's workers, including sub-contractors, at the worksite.

## **11 Confidential Information, Intellectual Property and Privacy**

11.1 The Contractor acknowledges that certain of the material, information and data made available to the Contractor by the CRD in the performance of the Services will be of a confidential nature (the "Confidential Information"). The Contractor recognizes that the Confidential Information is the sole and exclusive property of the CRD, and the Contractor shall use its best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Confidential Information. The Contractor shall not, directly or indirectly, use the Confidential Information for its own benefit or for any other purpose, publish, or disclose to another any Confidential Information, whether or not acquired, learned, obtained or developed by the Contractor alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of the Services or as may be consented to in writing by the CRD.

11.2 Notwithstanding section 11.1, the Contractor shall not be liable for the disclosure or use of any of the Confidential Information to the extent that:

- a) The Confidential Information is or becomes available to the public from a source other than the Contractor and through no fault of the Contractor; or

b) The Confidential Information is lawfully obtained by the Contractor from a third party or a source outside of this Agreement.

- 11.3 Unless otherwise expressly stated in this Agreement, all plans, maps, production media, content, documentation, codes, images, image maps, computer programs, reports, webpages, art work, graphics, files, specifications, equipment, manuals, data, information and all other property and materials which are produced under this Agreement (the "Property and Materials") and all intellectual property in and to the same are and shall remain the sole exclusive property of the CRD regardless of whether such information was generated by the Contractor or by others, or the Contractor or another party has physical possession of them. Until the expiry or termination of this Agreement, the Contractor may retain copies, including reproducible copies of the Property and Materials in connection with the Services. Upon expiry or termination of this Agreement the Contractor shall deliver promptly to the CRD all Property and Materials which are in the possession or under the control of the Contractor or subcontractor without retaining copies thereof. The Contractor shall not use the Property and Materials on other projects or for other clients now or in the future, except with the written consent of the CRD. Without limiting the generality of the foregoing, the Contractor agrees to assign and transfer all intellectual property rights and moral rights in and to the Property and Materials to the CRD and the Contractor will execute and obtain any agreement or assignment required to confirm the CRD's ownership of such rights.
- 11.4 This Agreement, all Property and Materials and other information, documents and data submitted to the CRD by the Contractor or otherwise received by the CRD under this Agreement are under the control of the CRD and as such are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Contractor shall specify which, if any, information supplied to the CRD is being supplied in confidence.
- 11.5 The parties to this Agreement recognize that a breach by the Contractor of any of the requirements contained in sections 11.1, 11.3 hereof would result in damages to the CRD and that the CRD could not adequately be compensated for such damages by monetary award. Accordingly, the Contractor agrees that, in the event of any such breach, in addition to all other remedies available to the CRD at law or in equity, the CRD shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this section 11.
- 11.6 The covenants and agreements contained in this section shall survive the expiry or termination of this Agreement.

## **12 Termination**

- 12.1 Notwithstanding any other provision in this Agreement, if the Contractor is in default in the performance of any of its material obligations in this Agreement, then the CRD may, by written notice to the Contractor require such default to be corrected. If within ten (10) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the CRD, without limiting any other right it may have, may immediately terminate this Agreement and the CRD shall pay the Contractor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRD's satisfaction up to the date of termination, less any amounts necessary to compensate the CRD for damages or costs incurred by the CRD or by any person employed by or on behalf of the CRD arising from the Contractor's default.

12.2 The CRD may terminate this Agreement for any reason with written notice to the Contractor. If the CRD terminates this Agreement under this section, the CRD shall pay the Contractor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRD's satisfaction up to the date of termination.

**13 Indemnification**

The Contractor hereby agrees to release, indemnify and save harmless the CRD and its directors, officers, employees, volunteers, agents, and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, including without limitation health and safety liability arising under the *Workers Compensation Act* or otherwise, expenses and costs (including, without limitation, actual legal fees and disbursements), arising from or caused by any errors, omissions or acts of the Contractor, its directors, officers, employees, agents and/or subcontractors arising from or in relation to this Agreement.

**14 Insurance**

The Contractor will maintain during the term and any renewal period the insurance, if any, set out in Schedule B and such other insurance as may be reasonably required by the CRD. If the Contractor fails to comply with any insurance requirements, the CRD may obtain and maintain the required insurance coverage at the cost of the Contractor and any amount of monies paid by the CRD on account thereof may be deducted by the CRD from any monies payable to the Contractor.

**15 Dispute Resolution**

15.1 If a dispute arises between the parties under this Agreement the parties will make all reasonable attempts to resolve the dispute through good faith negotiations.

15.2 If the parties are unable to resolve the dispute in accordance with section 15.1 the dispute may, with the agreement of both the CRD and the Contractor, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them. The award of the arbitrator shall be final and binding upon the parties and the costs of the arbitration shall be divided equally between the parties.

**16 Additional Terms**

The terms and conditions, if attached as Schedule D, form part of this Agreement.

**17 Governing Law**

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. This Agreement is subject to all laws governing the CRD including the Local Government Act, Community Charter and the CRD's bylaws.

**18 Conflict**

If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

**19 No Duty of Care**

The Contractor acknowledges that the CRD, in the preparation of the Agreement documents, supply of oral or written information to the Contractor or other parties, review of proposals or the carrying out of CRD's responsibilities under the Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue the CRD and tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the request for proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the CRD's responsibilities under this Agreement, as the case may be.

**20 Amendments**

Any amendment to this Agreement must be in writing and signed by both parties hereto.

**21 Entire Agreement**

This is the entire Agreement between the CRD and the Contractor with respect to the Services to be provided by the Contractor to the CRD and supersedes any prior agreements with respect to such services whether written or oral and may not be modified except by subsequent agreement in writing executed by the CRD and the Contractor.

**22 Notices**

Notices provided under this Agreement shall be in writing and must be either personally delivered or sent by double registered mail to the addresses above. A party may change the address set forth above by proper notice to the other.

**23 Assignment**

This Agreement shall not be assigned by the Contractor, without the prior written consent of the CRD.

**24 Waiver**

No action or failure to act by the CRD or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

**25 Enurement**

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective employees and permitted receivers, successors and assigns.

**26 Validity**

If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

**27 Time**

Time is of the essence of this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of:

**THE OWNER**  
**CAPITAL REGIONAL DISTRICT**  
625 Fisgard Street  
Victoria, British Columbia V9B 1H7

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Name and Title of Signing Manager  
Capital Regional District-Integrated Water Services

**THE CONTRACTOR**  
**NAME OF CONTRACTOR**  
Address  
Victoria, British Columbia V8T 1Y8

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Name

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Title

---

Signature  
I represent I have authority to bind the corporation

**SCHEDULE "A"**  
**SERVICES AND FEES**

1. Pricing to be determined upon mutual agreement via Scope of Work process on an as and when needed basis.

**SCHEDULE "B"**  
**INSURANCE REQUIREMENTS**

1. The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- (a) **Commercial General Liability Insurance**

- i) The Contractor shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
    - ii) this insurance shall be an occurrence based policy with a three million (\$3,000,000.00) minimum limit, and
    - iii) the Capital Regional District shall be named as an additional insured, and
    - iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
    - v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
    - vi) the Contractor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

- (b) **Automobile Insurance**

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Contractor in connection with this agreement.

- (c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.

- (d) **Professional Liability (Errors and Omissions) Insurance**

- i) The Contractor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand

(\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.

- ii) The Contractor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
2. The Contractor shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.
4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

**SCHEDULE "C"**  
**CONTRACTOR'S PROPOSAL**

**SCHEDULE “D”  
CALL FOR PROPOSALS**

**SCHEDULE A-5: Pro-forma Statement Of Work**

**ABOUT:**

A. The Capital Regional District (CRD) Regional Water Supply system delivers drinking water to approximately 390,000 residents in 13 municipalities and 1 electoral area, within the greater Victoria area. In addition, the CRD is also responsible for the supply and distribution of potable water to the municipalities of Langford, Colwood, View Royal, Metchosin, Sooke and the Highlands. .

B. Pre-Qualification List as a result of RFQ 2019-505 General Contractors stays in effect.

**SCHEDULE A-5**  
**LIST SERVICE REQUIRED**  
REQUEST DETAILS

**ENGAGEMENT TITLE:**  
**ENGAGEMENT SITE:**  
**SOW ISSUE DATE (MM/DD/YYYY):**  
**RESPONSE DUE DATE AND TIME (MM/DD/YYYY):** @12:00PM

<u>CRD</u>
Engagement Scope of Work -an estimate of the description of job, materials required, labour requirements. To be completed by the CRD
Contact Person for onsite visit or clarification questions (if required)
Estimated Start and completion dates or expected duration of the job

<u>Supplier/Service Provider</u>	
Name of Contact person:	
Phone Number	
Email	
<u>Quote below or submit on your own quote form</u>	
Per/Hr Rate (include labour and equipment)	
Number of hours (estimate):	
Materials:	
PST:	
GST	
Total Quote Value	

**Conditions applying to response:**

Suppliers should be only from Pre-Qualification List.

**Instructions:**

1. No responses will be accepted after the Response Due Date and Time specified above.
2. Submit your response by completing from the Supplier/Service Provider section of this Scope of Work
3. Statement of Work must be signed by an authorized signatory of the Supplier
4. Put the engagement title in the subject of your reply email.
5. Send your response to:

**Name:            Title:            Email:**

6. Do not contact any employee of CRD other than the individual named above regarding the status of submitted responses.
7. Responses will be evaluated in the following areas:
  - Availability to perform the Work
  - Rates

Parties agree that the requirements and the response provided above are mutually acceptable. No contract is formed until such time as Purchaser issues a valid purchase **order for this Statement of Work.**