



District of Invermere

REQUEST FOR QUOTATIONS

District of Invermere 2024 Mill and Overlay

FOR THE SUPPLY OF GOODS AND SERVICES

All queries related to this Request for Proposal shall be submitted in writing to the attention of:

**District of Invermere
914 8th Avenue, Box 339
Invermere, British Columbia V0A 1K0 CANADA**

Phone: 250-342-9281 Extension 1243

Fax : 250-342-2934

Email: dpwo@invermere.net

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The District of Invermere (the "District") invites contractors or suppliers to provide a quotation on the form attached as Schedule C (the "Quotation") for the supply of the goods and services described in Schedule A (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the District. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may choose, in addition, to also include goods, services or terms that exceed the minimum requirements.

2. TERM

The Contractor will provide the Goods and/or Services set out in Schedule A. Timing of commencement with completion no later than September 27, 2024. (the "Term").

3. ADDRESS FOR DELIVERY

The Quotation should be submitted via email or at the District at the office of:

**District of Invermere
914 8th Avenue, Box 339
Invermere, British Columbia V0A 1K0 CANADA**

**Phone # 250-342-9281 extension 1243
Contact: Angela MacLean, P.Eng.
Email: dpwo@invermere.net**

**District of Invermere 2024 Milling and Paving Program
CONFIDENTIAL – DO NOT OPEN**

Faxed Quotations are not permitted, and PDF files are preferred and can be emailed. Contractors preferring to submit hardcopies of their quote should provide two copies -one original unbound and one copy bound.

4. DATE

The District will receive Quotations up to Friday, February 2, 2024 - 2:00 pm local time (MST).

5. INQUIRIES

All inquiries related to this Request for Quotation ("RFQ") should be directed in writing to the contact person named in Section 3 by e-mail to dpwo@invermere.net

6. ADDENDA

If the District determines that an amendment is required to this RFQ, the District will post a written addendum on the District website at www.invermere.net (the “District Website”) and upon posting will be deemed to form part of this RFQ. Upon submitting a Quotation, Contractors will be deemed to have received notice of all addenda that are posted on the District Website.

7. DURATION OF QUOTATION

The Quotation will be open for acceptance by the District until:

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the District.

8. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The District may negotiate changes to any terms of a Quotation, including terms in Schedules A, B and C and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. The award of this RFQ is subject to the approval of the 2024 Capital Budget.

9. ACCEPTANCE

A Quotation will be an offer to the District which, subject to Section 7, the District may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. Delivery of the signed Quotation by the District may be by fax. In that event, the contract will be comprised of the documents included in the definition of Agreement in Schedule B – General Terms and Conditions.

10. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the District or its representatives and consultants, relating to or arising from the RFQ. The District will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

11. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

12. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely on such disclosure.

13. SOLICITATION OF COUNCIL MEMBERS AND DISTRICT STAFF

Contractors and their agents will not contact any member of the District Council or District staff with respect to this RFQ, other than the contact person named in Section 3, at any time prior to the award of a contract or the cancellation of this RFQ.

14. CONFIDENTIALITY

All Quotations become the property of the District and will not be returned to the Contractor. All Quotations will be held in confidence by the District unless otherwise required by law. Contractors should be aware the District is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

15. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

Scope / Outputs – 2024 Mill and Overlay

The DOI requires a contractor to perform the role of Prime Contractor, to complete asphalt milling and overlay on selected sections of road. The locations and appropriate surface treatment are to be determined by the successful Contractor and DOI staff prior to the start of the work. At that time an estimate based on area and time will be pre-pared by the contractor using the unit rates from this RFP.

The contract is to follow the MMCD Specifications as per the Schedule of Quantities and Prices and the additional Supplemental Specifications provided for additional details.

SCHEDULE B – GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
 - (a) "Agreement" has the meaning set out in Section 2;
 - (b) "District" means the District of Invermere;
 - (c) "Contractor" means a contractor whose Quotation has been accepted by the District and who is providing the Goods and Services under this Agreement;
 - (d) "Disbursements" means the actual out-of-pocket costs and expenses which the Contractor incurs in the performance of the Services as identified in the Quotation and reimbursement of which is accepted by the District;
 - (e) "Fees" means the price quoted by the Contractor and accepted by the District for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
 - (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A; and
 - (g) "Services" means the services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement.

2. This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
 - (a) the general terms and conditions set out in this Schedule B ("General Terms and Conditions") of the Request For Quotations ("RFQ");
 - (b) the specifications of Goods and scope of Services set out in Schedule A of the RFQ;
 - (c) the RFQ;
 - (d) the Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

GOODS AND SERVICES

3. The Contractor covenants and agrees with the District to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided must meet the specifications and scope set out in Schedule A of the RFQ and as described in the Quotation.

4. The District may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the District and the Contractor according to the rates set out in the Quotation.

5. The Contractor will, if required in writing by the District, provide additional goods or services as may be listed in the Quotation. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in the Quotation. The Contractor will not provide any additional goods or services in excess of the scope of Services requested in writing by the District.

6. The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the District is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
7. The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the District, forthwith return all monies paid by the District on account of the Goods and in addition the District may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the District` resulting from such failure.

TIME

8. Substantial performance shall by September 27, 2024.

FEES AND DISBURSEMENTS

9. The District will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the District of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the District.
10. For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the District. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

PAYMENT

11. Subject to any contrary provisions set out in the Quotation, the Contractor will submit an invoice to the District requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided. Invoices must include the Contractor's name, address and telephone number, the District's purchase order number, the Contractor's invoice number; and grand total of the invoice. The Contractor will on request from the District provide receipts and invoices for all Disbursements claimed.
12. If the District reasonably determines that any portion of an invoice is not payable, then the District will so advise the Contractor.
13. The District will pay the invoice, in the amount as the District determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 11, 12, 18, 39 and 40, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the District of any invoice will not bind the District with respect to any subsequent payment or final payment and will not mean that the District has accepted Goods and Services that

are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

14. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

USE OF WORK PRODUCT

15. The Contractor hereby sells, assigns and transfers to the District the right, title and interest required for the District to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the District the right to sell any such work product to any third party and the District may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

PERSONNEL AND SUBCONTRACTORS

16. The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
17. The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the District.
18. If the District reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the District, replace such personnel or sub-contractors.
19. Except as provided for in Section 20, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the District.
20. The Contractor will preserve and protect the rights of the District with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the District under this Agreement. The Contractor will be as fully responsible to the District for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

LIMITED AUTHORITY

21. The Contractor is not and this Agreement does not render the Contractor an agent or employee of the District, and without limited the above, the Contractor does not have authority to enter into any contract or reach any Agreement on behalf of the District, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the

Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

22. The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The District will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 19 and 21. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

23. Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the District, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to provide the Goods or complete the Services.
24. The Contractor acknowledges that the District is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the District required by law.
25. The Contractor agrees to return to the District all of the District's property at the completion of this Agreement, including any and all copies or originals of reports provided by the District.

WARRANTIES

26. The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the District or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the District will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the District any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the District determines the Goods or any part do not conform to these warranties, the District shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's

liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the District caused by any breach of any of the above warranties.

27. The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the District and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

INSURANCE AND DAMAGES

28. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
29. The indemnities described in Sections 28, 30 and 48(c) will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
30. The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the District from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Contractors, its employees and agents. The insurance policy will be endorsed to add the District as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to:
- Blanket contractual,
 - Employees as additional insureds,
 - Non-owned automobile,
 - Owners and contractors protective liability,
 - Contingent employers liability,
 - Personal injury, and
 - Where such further risk exists, advertising liability; and

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
31. The Contractor will provide the District with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the District. The Contractor will, on request from the District, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the District with thirty (30) days advance written notice of cancellation or material change. The Contractor will require and ensure that each sub-contractor maintain insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the District or any insurer of the District.
32. The Contractor hereby waives all rights of recourse against the District for loss or damage to the Contractor's property.
33. Subject to any specific agreements the District and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Contractor will, as part of the Services, cooperate with the District to obtain additional insurance covering the Services if the District in its discretion determines that additional insurance is required. The District may pay the cost of the premiums for any additional insurance.
34. The Contractor acknowledges that any requirements of the District as to the amount of coverage under any policy of insurance will not constitute a representation by the District that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

DISTRICT RESPONSIBILITIES

35. The District will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the District has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the District in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
36. The District will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

37. If the District observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the District the obligation to inspect the Goods or review the Contractor's performance of the Services.

DEFICIENCIES

38. The District shall have a reasonable time to inspect and to accept the Goods. The District may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The District shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the District as a result of the rejection of the Goods are, immediately upon written demand by the District, payable by the Contractor, and may be set off against any payments owing by the District to the Contractor.
39. The District may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the District, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

40. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the District reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the District on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the District; or
 - (b) if the District does not terminate this Agreement for late shipping or delivery, the District may deduct and setoff from any payments owing to the Contractor all additional costs the District reasonably incurs on account of the late shipping or delivery.
41. The District may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
42. The District may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the District at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the District's property to the District. Despite any other provision of this Agreement, if the District terminates this Agreement before the completion of all the Services, the District will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the District in its sole discretion. Upon payment of such amounts no other or additional payment will

be owed by the District to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

43. The District may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the District may, without prejudice to any other right or remedy the District may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the District within 5 days after delivery of written notice from the District to the Contractor, then the District may, without prejudice to any other right or remedy the District may have, terminate this Agreement by giving the Contractor further written notice.
44. If the District terminates this Agreement as provided by Section 46 then the District may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the District against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
45. The District will not accept nor be responsible for any restocking charges for any Goods shipped to the District and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

CURING DEFAULTS

46. If the Contractor is in default of any of its obligations under this Agreement, then the District may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the District has any duty or obligation to remedy any default of the Contractor.

DISPUTE RESOLUTION

47. The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this section.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Invermere, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

48. (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The District has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the District to the Contractor. The District will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

(b) The Contractor will provide the District with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

(c) Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all

actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

49. (a) The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services as defined in the *Workers Compensation Act*.
- (b) The District may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the District be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- (c) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

BUSINESS LICENSE

50. The Contractor will obtain and maintain throughout the term of this Agreement a valid District of Invermere business license.

COMPLIANCE

51. The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
52. The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the District will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

JURISDICTION OF COUNCIL

53. Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the District in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

WAIVER

54. Any failure of the District 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 in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the District's right at any time to avail itself of any remedies as the District may have for any breach of the terms and conditions.

APPLICABLE LAW

55. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The District and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

NOTICES

56. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Quotation. In addition, the District may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the District by email.

MERGER AND SURVIVAL

57. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

ENTIRE AGREEMENT

58. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.



**QUOTATION
SCHEDULE C**

RFQ Title: District of Invermere Vacuum Sewer System Repair

CONTRACTOR

District of Invermere

Legal Name: _____

Angela MacLean, P.Eng. Public Works and Operations

Address: _____

Address: 914 8th Ave, Box 339, Invermere, BC
V0A 1K0

Phone: _____ Fax: _____

Phone: 250-342-9281 Fax: 250-342-2934

Email: _____

Email: DPWO@invermere.net

1. The Contractor offers to supply to the District of Invermere the Goods and services for the prices plus applicable taxes as follows:

Schedule of Quantities and Prices

(All prices and *Quotations* shall include all *Taxes*, but shall not include *GST*. *GST* shall be shown separately.)

Item	Section	Brief Description See MMCD Master Municipal Specifications and Supplementary Specifications for Additional Details and Descriptions	Unit	Est. Qty.	Unit Price	Amount
Division 1 - General Requirements						
01 55 00 - Traffic Control, Vehicle Access and Parking						
1	1.5.1	Traffic Control, Vehicle Access and Parking	Per day	8		\$
Division 31 - Earthworks						
31 32 19 - Geosynthetics						
2	1.6.1	Tensar Rapid Repair GG100 Grid or Approved Equal (Optional)	m ²	1000		\$
Division 32 - Roads and Site Improvements						
32 01 16.7 - Cold Milling						
3	1.5.1, 1.5.3	Cold Milling to 30mm depth - Haul, Place and Dispose of Millings at location indicated by the District	m ²	2500		\$
4	1.5.1, 1.5.3	Cold Milling to 50mm depth - Haul, Place and Dispose of Millings at location indicated by the District	m ²	2500		\$
32 01 17.7 - Pavement Crack Cleaning and Filling Prior to Overlay						
5	1.5.1	Cleaning and Filling Pavement Cracks (Optional)	l.m.	150		\$
32 12 13.1 - Asphalt Tack Coat						
6	1.5.1	Asphalt Tack Coat	m ²	5000		\$
32 12 16 - Hot-Mix Asphalt Concrete Paving						
6	1.5.1 (S)	Hot-Mix Asphalt Concrete Paving (30mm depth)	m ²	2500		
7	1.5.1 (S)	Hot-Mix Asphalt Concrete Paving (50mm depth)	m ²	2500		
8	1.5.9 (S)	Hot-Mix Asphalt Concrete Paving - Levelling Course (Optional)	t	300		\$

Tender Price	\$
5% GST	\$
Tender Price with GST	\$

2. If this offer is accepted by the District, such offer and acceptance will create a contract as described in:
- (a) the RFQ;
 - (b) the specifications set out above and in Schedule A of the RFQ;
 - (c) the General Terms and Conditions;
 - (d) this Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

4. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

5. I/We have reviewed the General Terms and Conditions. If requested by the District, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Departure / Alternative

6. The District requires that the successful Contractor have the following in place **before providing the Goods and Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Insurance coverage for the amounts required in the General Terms and Conditions as a minimum, naming the District as additional insured;
- (c) District of Invermere business license;

11. EMERGENCY/AFTER HOURS:

Contractor designated person responsible for accepting and scheduling emergency deliveries. The District of Invermere must be able to contact this person during nights, weekends and holidays.

Contact Person/s	Phone No.

This Quotation is offered by the Contractor this _____ day of _____, 2024.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Name)

(Signature of Authorized Signatory)

(Name)