



THE CORPORATION OF THE VILLAGE OF ALERT BAY

Bag Service 2800, Alert Bay, British Columbia V0N 1A0

PW TEL: (250)974-7091 FAX: (250) 974-5470

Email: PNelson-Smith@alertbay.ca

Request for Tenders

For: Municipal Water Well Retrofit

Issued: June 26, 2015

Bidders Meeting: July 28, 2015 9:45am

Questions: Questions can be submitted prior to the Bidders Meeting on July 28; however, no answers will be provided and/or circulated prior to that date.

ALL QUESTIONS PERTAINING TO THIS RFT MUST BE SUBMITTED BY

Aug 05, 2015 16:00

No interpretation of the meaning of the Bid Documents (drawings, specifications, etc.) will be made to any bidder. Questions may be submitted, in written form, to:

Pete Nelson-Smith

Public Works Superintendent

Bag Service 2800, Alert Bay, BC V0N 1A0

or emailed to pnelson-smith@alertbay.ca.

Questions will be answered by the appropriate individuals and answered within 2 business days via email with a return reply acknowledging receipt of the email requested. Questions and answers will be shared with all bidders.

Deadline for final submission of questions: Aug 05, 2015 16:00

Submission deadline: Aug 07, 2015

Introduction

The Village of Alert Bay is interested in revitalizing their existing community water well.

Background

Originally drilled and installed in 1975, the 112M deep well currently averages 370.5M³ per day at an average of 11.2LPS. The well feeds the 18.5Mx8M village reservoir which is located approximately 550M away.

Mandatory Bidders Meeting

There will be a mandatory onsite meeting for prospective Bidders to meet with staff of the Village of Alert Bay for a Question and Answer session at 162 Alder Rd (Public Works Yard) on July 28, 2015 at 9:45am.

Bidders Meeting details:

Date: July 28, 2015

Time: 09:45

Location: Alert Bay Public Works Yard located at 162 Alder Rd, Alert Bay, BC

Participation at the Bidders Meeting is mandatory; however, it is limited to two (2) people per firm. The purpose of this meeting is to give vendors the opportunity to ask The Village of Alert Bay questions about the project. If you are intending to send representatives to this meeting please send an RSVP to Pete Nelson-Smith, who can be reached at the above given contact information.

Please provide us names and titles of those attending by July 24, 2015.

SCOPE OF WORK

In broad terms, the scope of the work will include, but not be limited to the following:

- Project initiation meeting with Alert Bay Staff
- Review of existing well pump, piping, manifold, monitoring devices and flow regulators.
- Determine design criteria with Alert Bay Staff
- Provide detailed schedule of quantities and detailed construction cost estimate.
- Provide detailed time schedule of start and finish of each phase of the project.

Projects included in this RFT; Removal, supply and install:

- **As this well is the only supply source of water for the Village of Alert Bay, shut down time will need to be taken into consideration using the following as criteria:**
 - **Fire flow demand**
 - **High usage demand times**
- Remove/replace 3ph, 200V 25hp motor, pump, power supply and 300' attached 4" piping
- Remove/replace and attach monitoring cables.
- Remove/replace pressure regulator and all accessories
- Remove/replace well house piping to supply line outside of the well house
- Ensure any/all replacement parts are compatible with existing power and monitoring supplies.

****Note to bidders** – Although exact equipment/accessory replacement is the basis of this tender, the Village of Alert Bay remains open to suggestions for improvements on the project that fall within the allotted budget.

TENDER SUBMISSION

Submission Procedure

Proposals conforming to the requirements set out below must be received by The Village of Alert Bay, by mail, courier or email pnelson-smith@alertbay.ca no later than the deadline given above. All submissions must be received in digital form along with 1 hard copy. Text portions of the submissions are acceptable in a PDF format by the deadline (including via email) but must be followed by hard copy form within two (2) business days. Proposals must state that they are valid for a period of at least ninety (90) days from the closing deadline. Physical proposals must be submitted in sealed envelope and marked, "Municipal Water Well Retrofit". The name and address of the bidder must also appear on the envelope.

To facilitate evaluation, proposals shall include the following information and be organized as follows:

Project team and experience

Demonstrate that the firm's organization and team, including sub-consultants and specialists if required, has the necessary technical and managerial background and experience to carry out the requirements of this project.

Acceptance of staff and/or sub-consultant substitutions will be at the sole discretion of the Municipality.

Project Methodology and Task List

1. Provide a task list summary which clearly shows the level of effort planned and time commitment for all members of the project team on each part of the project. Clearly indicate in the proposal which items or which parts of items will be undertaken by your firm, by a sub-consultant or by the Municipality.
2. Provide a time schedule of the Pre-design and Design Services key work activities and deliverables (pre-design report and design drawings) in terms of weeks after notification to proceed.
3. Provide a list and scope of activities required by the Municipality for the efficient and timely completion of this project.
4. Bidders are encouraged to describe alternatives that will accomplish a program's objectives while reducing the cost of a program.

References

Prepare a list, in chronological order of three (3) similar projects successfully completed by your firm in the last five (5) years. Provide the name and telephone number of a contact person from previous projects.

Fees

1. Provide a total upset fee to complete the Design and Construction.
2. Provide a detailed breakdown of fees and disbursements itemizing tasks to be performed.

3. Fees are to be billed based on hourly rates. The Proposal shall show hourly rates for each person, estimated living and travel costs for out of town personnel and all other estimated disbursements. Rates shall be fixed for the duration of the assignment.
4. Based on the sheets provided, specify hourly rates and the names of personnel who will be assigned to complete the project. No other cost details will be required for this item at this time.

Include all taxes applicable to this project.

PROPOSAL EVALUATION

The evaluation criteria described below will be used to rate the Proposals. Awarding of a contract will be subject to Budget approval.

- Experience and capability of company and staff in similar projects.
- Project Methodology and Task List.
- Fee(s) schedule and resulting “upset” cost to the Municipality.
- Past performance of firm and staff as determined from references.
- Design services schedule and completion date for deliverables.
- Familiarity with technical issues specific to this assignment including proposed approach to the work program.
- All other relevant facts or matters mentioned in the detailed proposal the Municipality may consider relevant in making its determination.

The Village of Alert Bay reserves the right to waive irregularities and to reject any or all bids. The Owner also reserves the right to negotiate with the selected bidder in the event that the price exceeds available funds.

The Village of Alert Bay may consider informal any bid not prepared and/or not submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

Modification of Bids

Modifications to bids already submitted will be allowed if submitted in writing prior to the time fixed in the Request for Proposals. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised bids.

Standards, Documentation and Training

The Contractor (Fabricator) is required to review all regulations, guidelines and WorkSafeBC regulations pertaining to this project. Any deviation from these standards must be approved by The Village of Alert Bay.

PROJECT DOCUMENTS:

The following accompany this tender:

A copy of the original drawings of the well and its fixtures
Pictures of existing equipment
Scanned copy of the well pump plate
Bid Sheets
Sample Contract Template

THE WORK:

All proposals must account for the following scope of work for the elements of the exhibition described in the Scopes of Work section of the Exhibit Descriptions and Drawings listed under the headers, "Scope of Work: General Fabricator." If the proposal recommends additional scope, substitutions and/or value engineering alternatives, it should be clearly described in full with the reasons for the alternative and a separate pricing for its inclusion.

Schedule

Contractor to fill out on proposal form and subject to the approval with the Village of Alert Bay.

Warranty

The Contractor must warranty all products, work and services provided for a period of one year after the job list is completed. The Contractor must turn over all equipment warranties to The Village of Alert Bay.

Other Work

If a bidder has identified a scope of work not listed in either the section called "The Work," nor in "Proposed Scope of Work" that the bidder feels is required to complete the project, then the bidder should assume that scope falls within the bidder's responsibilities. Any work identified as such must be listed and described separately in the Request for Proposals response and detailed estimates of costs provided.

Insurance

Insurance requirements are specified in the Sample Contract Template provided as part of the RFT materials.

Each bidder will be required to submit a Bid Bond in the amount of 10% of the total price including taxes. The successful bidder will be required to provide a Performance Bond as well as Labour and Materials Payment Bond, each in the amount of 50% of the total price including tax.

The Form for Bid asks for the cost of establishing that Bond. Bonding costs should be itemized on the Bid Sheets.

Invoicing

Upon completion of each project phase and once the Public Works Superintendent has inspected works.

APPENDIX 1

VILLAGE OF ALERT BAY

SCHEDULE OF QUANTITIES AND LUMP SUM COSTS - WELL

AREA	DESCRIPTION	QUANTITY	LUMP SUM
1	Supply/replace pump, motor, and 300' of pipe. Include new wiring and level monitoring equipment		
2	Supply/replace regulators, piping and valves to supply line		
3			
4			
5			
6			
7			
8			

**Cost of disposal to be covered by the Village of Alert Bay
(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*)

PROPOSAL PRICE.....

PST.....

GST.....

TOTAL.....

APPENDIX 2
VILLAGE OF ALERT
BAY

CHARGEOUT
RATES

(to be used in the event of any additions or deletions to the *WORK*)

Description of Item	Unit measurement	Rate

(attach Company labour and equipment charge out rate sheet)

APPENDIX 3

VILLAGE OF ALERT BAY

PRELIMINARY CONSTRUCTION SCHEDULE

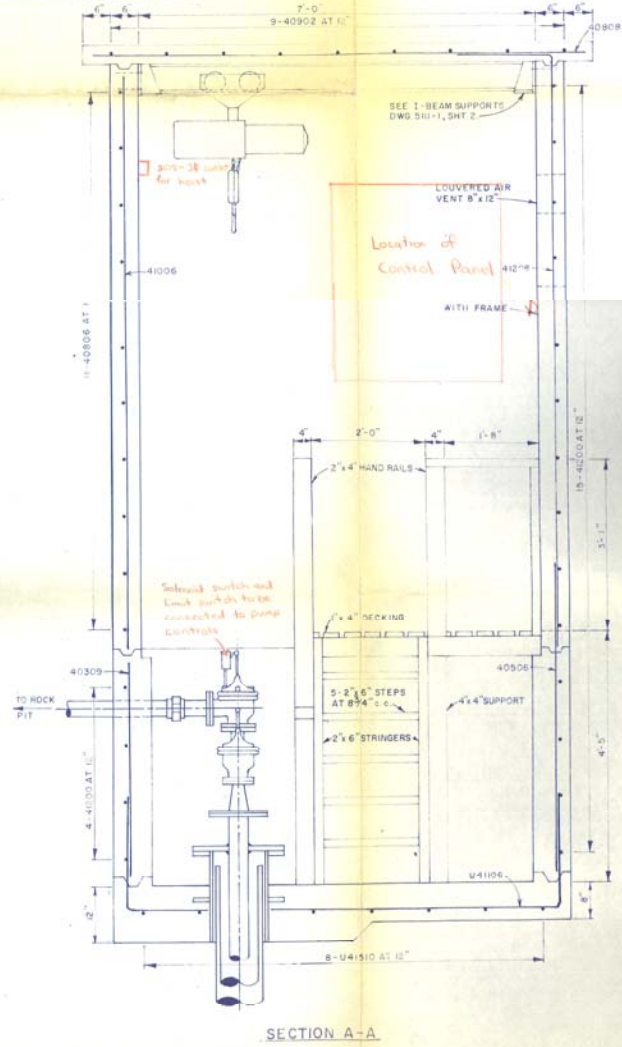
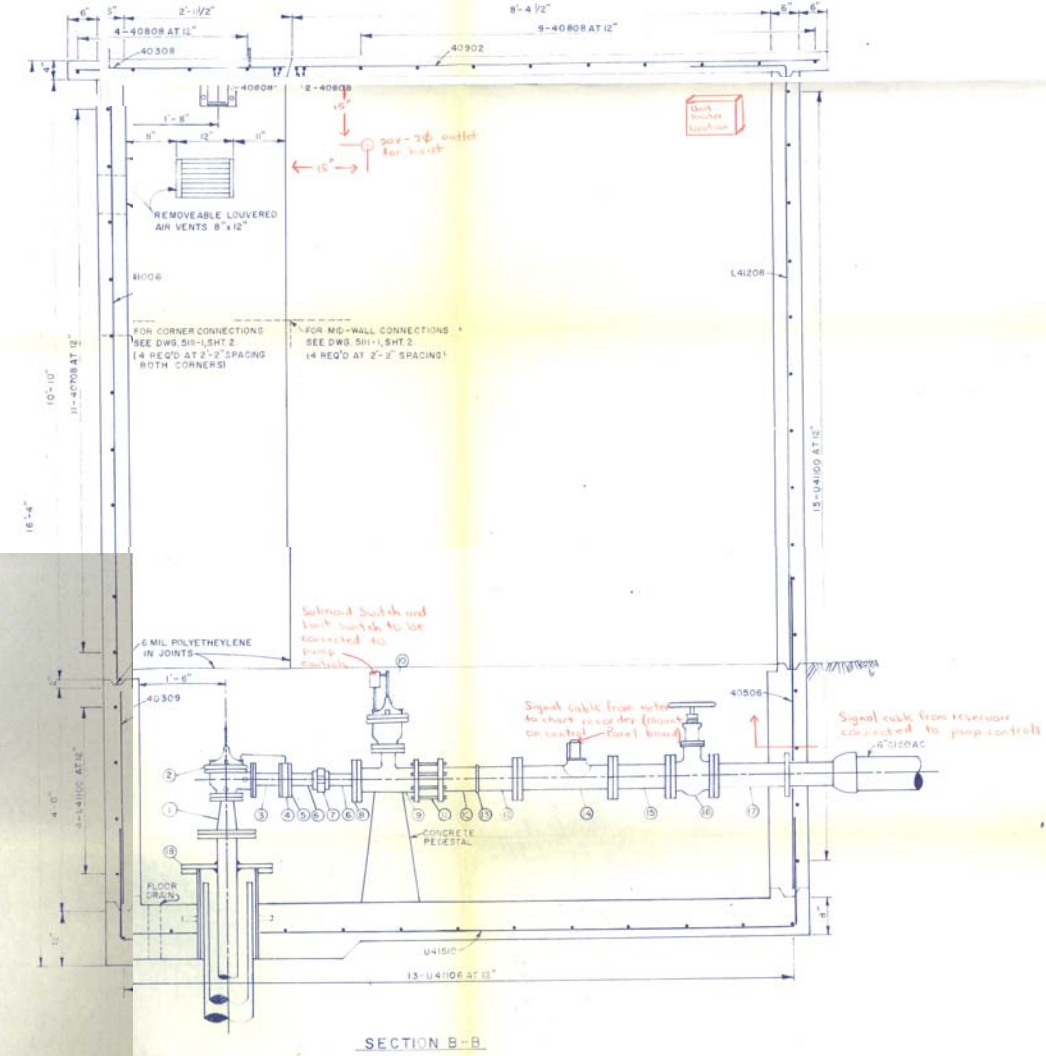
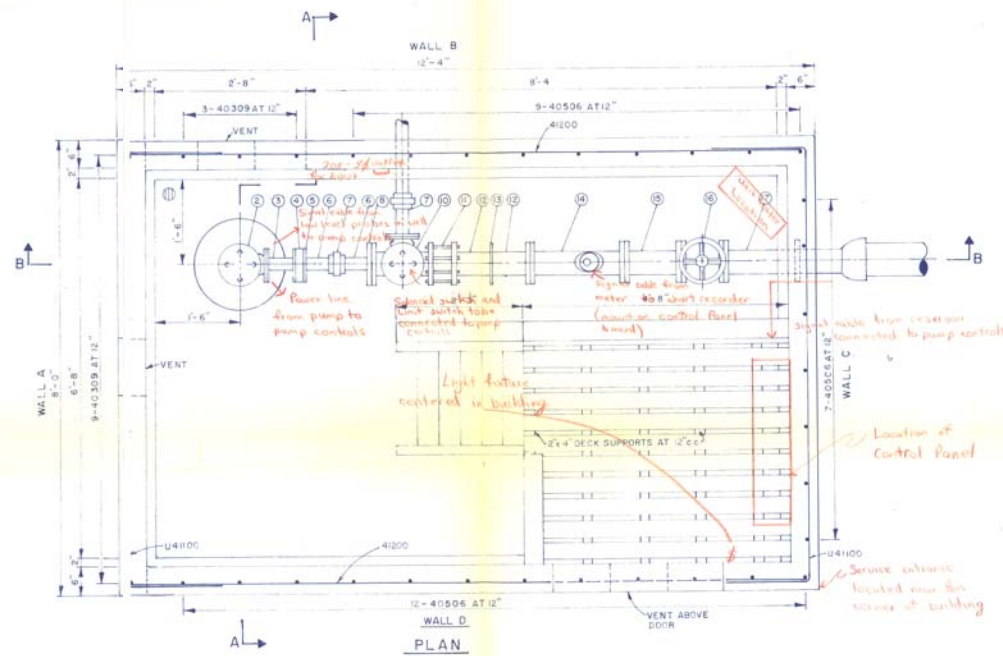
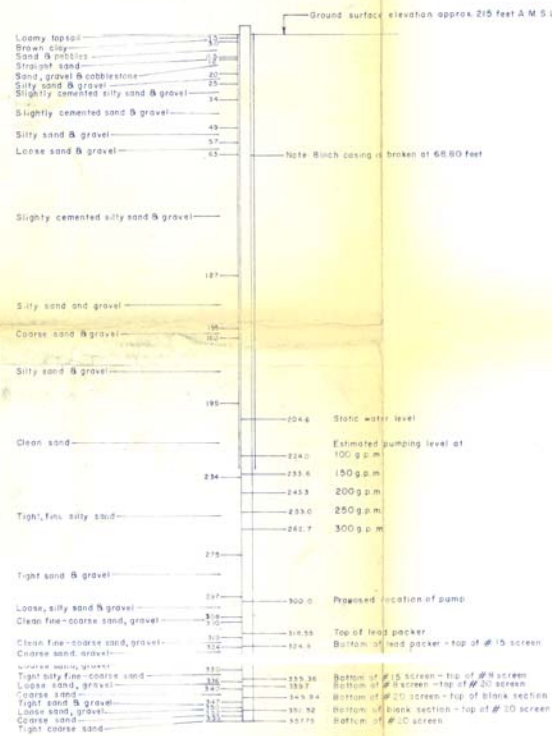
INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEMS DESCRIPTIONS AND TIME

MILESTONE DATES

[illegible]

LOG OF EXISTING WELL

SCALE: 1"=40'-0"



REFERENCE NO.	QUANTITY	DESCRIPTION
1	1	4" x 2 1/2" REDUCER, 125# F x 125# F
2	1	2 1/2" CLAYTON MODEL 40A R.G. RATE OF FLOW CONTROLLER, SET AT 100 US GPM
3	1	2 1/2" 125# F x F NIPPLE, 6 INCHES LONG
4	1	ORIFICE PLATE FOR ITEM NO 2
5	1	7" x 2 1/2" COMPANION FLANGE, 125#
6	2	2 1/2" THREADED IRON PIPE LENGTH TO SUIT
7	2	2 1/2" UNION
8	1	5" x 2 1/2" REDUCING COMPANION FLANGE
9	1	4" x 4" x 2 1/2" 125# F x F TEE
10	1	2 1/2" CLAYTON MODEL 2061 PA PUMP CONTROL VALVE
11	1	4" ARCO MODEL 304 WAFER STYLE CHECK VALVE
12	2	4" 125# F x VICTAULIC GROOVED (STYLE 31) NIPPLE, 8 INCHES LONG, C/W 1" PT OUTLET IN CENTER
13	1	4" STYLE 31 VICTAULIC COUPLING
14	1	4" 101/249 B SPARKING TUBE METER, 125# F x F
15	1	4" 125# F x F NIPPLE, 12 INCHES LONG
16	1	4" GATE VALVE, D.R.S. C/W HAND WHEEL, 125# F x F
17	1	4" 125# F x 6" 100 TENDRITE HUB WALL NIPPLE, C/W WALL RING 15 INCHES FROM FLANGE END, 30 INCHES LONG
18		WELL HEAD ASSEMBLY

MARK NO.	QUANTITY	SIZE	SHAPE	BENDING ELEMENTS	LENGTH	TOTAL LENGTH
1 ST STAGE CONCRETE						
FLOOR SLAB						
U4006	13	4	U-4006	2'-0"	7'-6"	11'-6"
U4100	8	4	U-4100	2'-0"	11'-10"	15'-10"
2 ND STAGE CONCRETE						
WALL A						
40309	9	4	STR		3'-9"	33'-9"
U4100	4	4	U-4100	1'-8"	7'-8"	11'-0"
WALL B						
40309	3	4	STR		3'-9"	11'-3"
40506	3	4	STR		5'-6"	49'-6"
41200	4	4	STR		12'-0"	48'-0"
WALL C						
40506	7	4	STR		5'-6"	39'-6"
U4100	4	4	U-4100	1'-8"	7'-8"	11'-0"
WALL D						
40506	12	4	STR		8'-6"	88'-0"
41200	4	4	STR		12'-0"	48'-0"
3 RD STAGE CONCRETE						
WALL A - REMOVABLE						
4006	9	4	STR		10'-6"	94'-6"
40208	11	4	STR		7'-8"	84'-4"
WALL B - PARTIALLY REMOVABLE						
4006	3	4	STR		10'-6"	31'-6"
40208	11	4	STR		7'-8"	84'-4"
40208	9	4	STR		10'-6"	94'-6"
40208	11	4	STR		7'-8"	84'-4"
WALL C						
40208	7	4	STR		10'-6"	68'-0"
U4100	11	4	U-4100	1'-8"	7'-8"	11'-0"
WALL D						
40208	12	4	STR		10'-6"	127'-0"
41200	11	4	STR		12'-0"	132'-0"
4 TH STAGE CONCRETE						
SLAB - PARTIALLY REMOVABLE						
18	17	4	STR		8'-8"	147'-4"
19	9	4	STR		3'-8"	33'-0"
2	9	4	STR		9'-2"	82'-6"

REFERENCES	REVISIONS
DWG. No.	No.
DESCRIPTION	DESCRIPTION
DATE	DATE

SURVEYED	DATE	DESIGNED	DRAWN	TRACED	CHECKED	DATE
BRITISH COLUMBIA DEPARTMENT OF LANDS, FORESTS, AND WATER RESOURCES WATER INVESTIGATIONS SERVICE WATER INVESTIGATIONS BRANCH VILLAGE OF ALERT BAY AIRPORT WELL PUMPHOUSE						
ENGINEER <i>Ken Blevins</i>						APPROVED <i>[Signature]</i> DIV. CHIEF
FILE No. 0242512-139 SCALE 3/4" = 1'-0" DWG. No. 5111-1 SHEET 1 OF 2						









^{motor.}
Pump Supplied By

WESTERN SUPPLIES
CAMPBELL RIVER

1-250-286-1045 - DARRON
SAY 287-3302.

Pump no.

no. X225T7LM

WEBER. INDUSTRIES. LTD

ST. LOUIS MO. 63123

1-314-631-9200

WARNING

AVOID SERIOUS OR FATAL SHOCK BY
DISCONNECTING POWER BEFORE WORKING
ON OR AROUND THIS WATER SYSTEM.
HAVE WORK PERFORMED BY TECHNICALLY
QUALIFIED PERSONNEL COMPLYING WITH
ALL GROUNDING AND CODE REQUIREMENTS.

THIS LABEL IDENTIFIES THE FRANKLIN
SUBMERSIBLE MOTOR USED IN THIS WELL.
PLEASE DISPLAY PROMINENTLY. A SUGGESTED
LOCATION IS THE DISCONNECT BOX.

MODEL	2366556020	HP	25	KW	18.5	PH	3
VOLTS	200	RPM	3450		HZ	60	
AMP	77.1	S.F. MAX. AMP	86.3				
SF	1.15	KVA CODE	J		CONT. DUTY		
MIN FLOW FT/SEC	0.5				CSA CERTIFIED		



Franklin Electric
Bluffton, Indiana 46714

MADE IN U.S.A.

155414101 REV. 0

INSTALLED JAN 23 1998,

FRANKLIN ELECTRIC
-260-824-2900 MARSHA

JAMES ELECTRIC. CALGARY. 1-403-252-5477 SALES
RON.



Report 1 - Detailed Well Record

Well Tag Number: 32422	Construction Date: 1975-05-01 00:00:00
Owner: VILLAGE OF ALERT BAY	Driller: Anderson Well Drilling
Address:	Well Identification Plate Number: 13905
Area: ALERT BAY AIRPORT	Plate Attached By:
	Where Plate Attached:
WELL LOCATION:	PRODUCTION DATA AT TIME OF DRILLING:
RUPERT Land District	Well Yield: 162 (Driller's Estimate) U.S. Gallons per Minute
District Lot: Plan: Lot:	Development Method:
Township: Section: Range:	Pump Test Info Flag: Y
Indian Reserve: Meridian: Block:	Artesian Flow:
Quarter:	Artesian Pressure (ft):
Island: CORMORANT	Static Level: 204 feet
BCGS Number (NAD 83): 092L056342 Well: 1	WATER QUALITY:
Class of Well: Water supply	Character:
Subclass of Well: Domestic	Colour:
Orientation of Well:	Odour:
Status of Well: New	Well Disinfected: N
Well Use: Water Supply System	EMS ID: E206222
Observation Well Number: 202	Water Chemistry Info Flag: Y
Observation Well Status: Abandoned	Field Chemistry Info Flag:
Construction Method: Unknown Constr	Site Info (SEAM): Y
Diameter: 8.0 inches	Water Utility:
Casing drive shoe:	Water Supply System Name:
Well Depth: 367 feet	Water Supply System Well Name:
Elevation: 0 feet (ASL)	
Final Casing Stick Up: inches	SURFACE SEAL:
Well Cap Type:	Flag: N
Bedrock Depth: feet	Material:
Lithology Info Flag: N	Method:
File Info Flag: Y	Depth (ft):
Sieve Info Flag: N	Thickness (in):
Screen Info Flag: N	

Site Info Details:		WELL CLOSURE INFORMATION:		
Other Info Flag:		Reason For Closure:		
Other Info Details:		Method of Closure:		
		Closure Sealant Material:		
		Closure Backfill Material:		
		Details of Closure:		
Screen from	to feet	Type	Slot Size	
Casing from	to feet	Diameter	Material	Drive Shoe
GENERAL REMARKS:				
OLD OBS WELL # 74-6 AB.80 - NOW PRODUCTION WELL				
LITHOLOGY INFORMATION:				
From	0 to	0 Ft.	0 - 18", loamy topsoil	
From	0 to	0 Ft.	18" - 3', brown clay	
From	3 to	11.6 Ft.	slightly cemented sand and pebbles and	
From	0 to	0 Ft.	some cobblestones	
From	11.6 to	12 Ft.	straight sand (med.), some pebbles	
From	12 to	20 Ft.	sand, gravel and cobblestone	
From	20 to	25 Ft.	silty sand and gravel	
From	25 to	28 Ft.	slightly cemented silty sand and gravel,	
From	0 to	0 Ft.	not quite as much gravel	
From	28 to	29 Ft.	silty sand and gravel	
From	29 to	34 Ft.	slightly cemented silty sand and gravel	
From	34 to	37 Ft.	slightly cemented sand and gravel	
From	37 to	45 Ft.	cemented silty sand and fine gravel	
From	45 to	49 Ft.	very slightly cemented silty sand and	
From	0 to	0 Ft.	gravel	
From	49 to	50 Ft.	silty sand and sharp gravel (producing	
From	0 to	0 Ft.	some water)	
From	50 to	51 Ft.	slightly saturated silty sand and gravel	
From	51 to	52 Ft.	non-saturated silty sand, very little	
From	0 to	0 Ft.	gravel	
From	52 to	57 Ft.	silty sand and gravel	
From	57 to	60 Ft.	slightly cemented silty sand and gravel	
From	60 to	63 Ft.	loose sand and gravel	
From	63 to	68 Ft.	slightly cemented silty sand and gravel	
From	68 to	74 Ft.	slightly cemented silty sand and gravel	
From	0 to	0 Ft.	with some pebbles	
From	74 to	107 Ft.	slightly cemented silty sand and gravel	
From	107 to	127 Ft.	slightly cemented silty sand and a	
From	0 to	0 Ft.	little gravel	

From	127 to	128 Ft.	silty sand and a lot of gravel, one mas-
From	0 to	0 Ft.	sive boulder at 128'
From	128 to	148 Ft.	silty sand and gravel
From	148 to	150 Ft.	silty sand and a lot of gravel
From	150 to	155 Ft.	silty sand and gravel
From	155 to	160 Ft.	coarse sand and gravel with some pebbles
From	160 to	160.6 Ft.	light brown cemented silt lense
From	160.6 to	162 Ft.	tight silty sand and gravel (no water)
From	162 to	195 Ft.	silty sand and gravel
From	195 to	213 Ft.	clean sand and gravel
From	213 to	230 Ft.	clean sand
From	230 to	234 Ft.	compressed fine silt and sand
From	234 to	297 Ft.	tight silty sand and gravel
From	297 to	308 Ft.	loose silty sand and gravel
From	308 to	310 Ft.	clean fine - through coarse sand with
From	0 to	0 Ft.	some gravel
From	310 to	310.6 Ft.	silty lens
From	319 to	324 Ft.	clean fine through coarse sand with some
From	0 to	0 Ft.	gravel
From	324 to	330 Ft.	coarse sand and gravel
From	330 to	336 Ft.	tight silty coarse sand
From	336 to	340 Ft.	loose sand and gravel
From	340 to	346 Ft.	coarse sand
From	346 to	347 Ft.	coarse sand and fine gravel
From	347 to	350 Ft.	tight sand and gravel
From	350 to	352 Ft.	loose sand and gravel
From	352 to	357 Ft.	tight coarse sand
From	357 to	360 Ft.	still overburden

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THE CORPORATION OF THE VILLAGE OF ALERT BAY

Bag Service 2800, Alert Bay, British Columbia V0N 1A0

PW TEL: (250)974-7091 FAX: (250) 974-5470

Email: PNelson-Smith@alertbay.ca

Alert Bay Water Supply Well Retrofit

AGREEMENT made this ____ day of _____ A.D., 20 ____.

BETWEEN:

VILLAGE OF ALERT BAY,

having its office at 15 Maple Rd,
Alert Bay, BC V0N 1A0

(Hereinafter called the Owner)

OF THE FIRST PART

AND

Contractor

having a place of business at
123 West St, City
Province of British Columbia,

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Council of Village of Alert Bay has resolved to enter into a contract with the

Contractor relating to: Replacing Water Supply Well Retrofit

in accordance with the terms and conditions hereinafter set forth and as per *Contractor's*
Proposed Scope of work, provided Jul 8, 2015 (see attached);

1. Scope of works:

A. Supply

The Contractor is to supply all materials and shipping of materials required for the proposed/agreed upon upgrades. This includes all equipment, tools, machinery and safety equipment necessary to complete the listed upgrades.

B. Install of upgrades

The Contractor is to complete the approved upon upgrades, including:

1. Well Pump/Motor

- Removal of existing motor/pump attached wiring
- Removal of down pipe attached to pump and motor
- Installation new pump/motor
- Installation of all electrical to run the pump and motor, ensure safe use of pump and motor (level indicating probes)

2. Well house fixtures

- Removal of all pipe, regulators, meters and electrical attached to well
- Installation of new pipe, regulators and electrical to ensure safe, proper function of the well house
-

3. Commissioning

C. Extras

Any extra items of supply or install not defined in the contract will be approved by the Public Works Superintendent **before** proceeding with supply and/or works.

All works, as specified in request for proposal by Contractor will be completed within 90 days inclusive.

Unless severe weather or pending decisions on reasonable issues that arise are being reviewed by the Public Works Superintendent, a 5% penalty of total contract price will be applied for every day in excess of the 90 days.

Contractor must notify Public Works Superintendent 5 days in advance in writing of start date. Start date must fall within Aug 03 – Aug 30, 2015.

Contractor must direct all concerns relative to the works to the Public Works Superintendent in writing, verbal requests or concerns will not be accepted.

2. Interruption of Service

Any/all work must not interfere with the safe supply of water to the reservoir for more than an 8 hour period. The contractor will work with the Public Works Superintendent to determine best time for temporary severance of supply to ensure high volume supply and safe fire volumes.

3. Costs:

The Village of Alert Bay agrees to pay the Contractor for the satisfactory performance during the term of this contract, as follows:

Replacement of well pump, motor and drop pipe	\$XX,XXX.00
Replacement of well house fixtures	\$XX,XXX.00

TOTAL	\$XX,XXX.00 plus Taxes
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Payment

Progress payments of up to 90% will be paid on the supply of goods purchased once they have arrived on site in an approved location in Alert Bay and upon approval of the Public Works Superintendent. The remaining 10% will be held back as a performance guarantee. Once the works commence the contractor will submit every 2 week progress invoices. All invoices will be paid upon the approval of the Public Works Superintendent.

3. CANCELLATION OF CONTRACT

Should the Contractor fail to complete the contract or be in breach of the terms of this agreement, the performance guarantee shall be forfeited to the Village of Alert Bay.

- (a) If the Contractor makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of or becomes subject to any Statutes that may be in force relating to bankruptcy or insolvent debtors, or if the Contractor assigns the Contract without the consent in writing of the Owner or if the Owner is of the opinion that the Contractor:
- i) has abandoned the Contract, or;
 - ii) without reasonable cause has failed to commence the Works or has suspended operations without authority, or,
 - iii) has failed to proceed with the Works with due diligence, or,
 - iv) has failed to remove condemned materials or replace condemned workmanship, or,
 - v) is not executing the Works in accordance with the Contract, or,
 - vi) has sub-let the Works or part thereof in defiance of the Owner's instructions to the contrary, or,
 - vii) neglects or refuses to comply with the conditions of the contract,

then the Owner may, after giving 5 days' notice in writing to the Contractor, enter upon the site of the Works and expel the Contractor there from without in any way releasing the Contractor from his obligations or liabilities under the Contract, and may himself complete the Works or may employ any other Contractor to complete the Works and such other agency may use as much of the construction

plant, temporary works and materials which have deemed to become the property of the Owner under the provisions of the Contract as he/she or they may think proper and the Owner may sell any of the said construction plant and temporary works and apply the proceeds of sales in or toward the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

4. The Contractor may sublet portions of the work to other subcontractors provided that:
 - i) the owner is informed and approval is granted;
 - ii) the Contractor/subcontractor provides all necessary insurance/performance bonds, each of which is in the name of the owner.
5. This agreement is not a contract of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture, or agency, and neither party shall be responsible for the debts or obligations of the other party.
6. The Village of Alert Bay shall not be responsible for payment of any of the following:
 - a) Employment Insurance
 - b) Workers Compensation
 - c) Canada Pension Plan
 - d) Income Tax
 - e) Health & Welfare Benefits
 - f) Overtime
 - g) Vacation Pay
 - h) Licences
 - i) Permits
 - j) Operation and maintenance of any equipment whatsoever used, rented, leased or owned by the Contractor in its business and the effective carrying out of this agreement.
 - k) Any other Federal, Provincial or Municipal tariffs or taxes usually payable by an employer on behalf of the employee.

7. **WORKSAFEBC:**
Site Safety

Within the Site, the Contractor has all the responsibilities of an "employer" under the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*

- a) The Contractor shall provide the Owner with proof of annual payment to the Workers Compensation Board upon request.
- b) The Contractor must ensure that all Workers Compensation regulations are being adhered to throughout the entire works of the contract.

- c) The Contractor must ensure that the work area during construction is closed to all vehicular and pedestrian traffic.
- d) The Contractor will continually assess, investigate and evaluate the Work and Site for potential hazards.
- e) When leaving the worksite daily the contractor must ensure that the facility is safe and clean for all public.

The owner will not be expected to lengthen contract, or pay additional disbursements due to a review by Worker's Compensation Board or of the Occupational Health and Safety Regulation.

8. The Contractor shall indemnify and save harmless the Village of Alert Bay from all fines, suits, proceedings, claims, demands or actions of any kind of nature or from anyone whomsoever arising or growing out of or otherwise connected with the performance of its covenants herein and shall, prior to the commencement of operations and thereafter at all times during the term of this agreement, at its own expense, keep in force by advance payment of premium a minimum of Two Million Dollars (\$2,000,000.00) with an insurance company acceptable to the Village of Alert Bay, including the following:
 - a) Comprehensive General Liability;
 - b) All premises, activities and operations;
 - c) Cross liability clause;
 - d) Products and completed operations;
 - e) Owners and Contractors protective;
 - f) Contingent employee's liability;
 - g) Occurrence basis property damage;
 - h) Broad form property damage;
 - i) Loss of use without prior property damage;
 - j) Employees as insured's;
 - k) Attached machinery;
 - l) Blanket contractual;
 - m) Non-owned automobile;
 - n) Personal injury;
 - o) Environmental liability (accidental basis);
 - p) Broad form loss of use;
 - q) Automobile liability.
9. This agreement may be terminated by the Village of Alert Bay upon five (5) days' notice in writing in the event of the breach of the Contractor of any terms of this contract.
10. This agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to this agreement prior to its execution and delivery.
11. This agreement may be submitted to arbitration as a result or any dispute or claims arising out of or relating to this agreement of the breach thereof, subject to the following:
 - a) The provisions of the Arbitration Act of British Columbia shall apply;

- b) No one shall be appointed or act as arbitrator who has any interest financially or otherwise in the Plan or in the business or other affairs of either party;
12. This agreement shall ensure to the benefit of and be binding upon the parties hereto and upon their respective successors, heirs, administrators and assigns.
13. The work specified in this contract must be completed by Sep 15, 2015

IN WITNESS WHEREOF the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Signed at: _____ and at: _____

The Owner

The Contractor

Date

Date