

Name and Address of Firm Quoting



Canada's Tournament Capital

City of Kamloops
Purchasing Division
Telephone: 250-828-3504
Facsimile: 250-828-3390

Date: _____

**CITY OF KAMLOOPS
REQUEST FOR
FAX QUOTE**

Quotation No: 108-10
Closing Time: 2:00 p.m.
Closing Date: 2010 March 9

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	Demolition of two buildings at the former Rayleigh Corrections site as per attached specifications and terms.	1 Ls.		
		SUBTOTAL	\$	_____
		G.S.T.	\$	_____
		Net Total Price F.O.B. City of Kamloops	\$	_____

Quotations subject to conditions stated on page two

Signature of Person Authorized
to sign Quotation

J. Dickenson, CPPB
Purchasing Coordinator
City of Kamloops

Name and Title of Person Above
(Please Print)

Telephone No: _____

Fax No: _____

CITY OF KAMLOOPS
TERMS AND CONDITIONS - QUOTATIONS AND TENDERS

GENERAL (Applies to all quotations and tenders for the supply of goods and services.)

1. **THE LOWEST, OR ANY QUOTATION/TENDER NOT NECESSARILY ACCEPTED.** The City of Kamloops may accept any quotation/tender in whole or in part, unless otherwise stipulated.
2. Bidder will be advised of acceptance or rejection within a reasonable time following receipt of bid.
3. The City of Kamloops reserves the right to waive minor defects and/or technicalities which, in the opinion of the City, do not materially alter the specifications of the contract.
4. The City of Kamloops shall not be responsible for the costs incurred by the bidder in preparing and submitting the bid.
5. Contractors and suppliers wishing to do business with the City of Kamloops agree to resolve any differences through the City of Kamloops' dispute resolution procedure. Contractors and suppliers who choose to use a public forum to air any differences run the risk of being removed from the preferred vendor list and may be prevented from doing business with the City of Kamloops.
6. **QUOTES TO BE FAXED TO 250-828-3390 BEFORE 2:00 P.M. ON CLOSING DATE SHOWN. THE CITY OF KAMLOOPS ASSUMES NO RESPONSIBILITY FOR TRANSMISSION PROBLEMS.**
7. Successful vendors only will be advised in writing of bid results. Bid awards will be posted on the City's website, www.kamloops.ca, within two weeks of award. All bidders are encouraged to visit this Web page for bid awards, opportunities, and general purchasing information.

GOODS

8. **ALL GOODS SHALL BE QUOTED F.O.B. KAMLOOPS, UNLESS OTHERWISE SPECIFIED.**
The City of Kamloops will consider offers on products, projects, and services that are environmentally preferred. The City recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance and as such support the purchase of products, projects, and services that will minimize the negative impact on the environment when they are practical and can be obtained at a reasonable cost. The entire statement can be viewed at www.kamloops.ca/purchasing.
9. The bid shall be deemed to be a continuing offer to supply the items as listed thereon at the quoted prices for the period specified and as ordered by the City of Kamloops from time to time.
10. Each order issued by the City of Kamloops shall constitute a contract binding upon the accepted quotation/tender for the supply of the items specified thereon at the quoted prices and upon the conditions set out herein.
11. No goods are to be delivered without an Official City of Kamloops Purchase Order Number.
12. The City of Kamloops reserves the right to cancel any order if not filled within a reasonable time of the order, and in accordance with the terms specified.
13. Any items of an Electrical or Mechanical nature, must bear Canadian Standards Association or such local approval as required under Provincial and Municipal Laws and Regulations governing the sale and usage of such equipment.
14. City of Kamloops terms shall apply unless otherwise stipulated by the successful bidder and agreed to by the City. Payment terms are 30 days from receipt of invoice.
15. **IMPORTANT:** All materials delivered shall be subject to our inspection and approval, notwithstanding prior payment to obtain cash discount. Vendor to pay all transportation charges both ways on rejected materials. In the case of default or rejection the City of Kamloops reserves the right to purchase in the open market and hold the vendor responsible for any excess cost occasioned thereby. Should any violation of specifications in contract occur, the City of Kamloops may cancel the contract and remove the vendor from the bidding list. **WHERE APPLICABLE, MATERIAL BID MUST MEET CITY SPECIFICATIONS AND BE ON THE APPROVED MATERIALS LIST AS DETAILED IN THE CITY SPECIFICATION DOCUMENT.**
16. Seller warrants title to commodities supplied by him/her, and warrants them free from any and all defects, imperfections, suits, claims, demands, expenses, patent infringements, liens or other charges of any nature whatsoever and will indemnify and hold the City of Kamloops harmless therefrom.

SERVICES

17. The City of Kamloops Contractors Coordination Program requires that before a contractor can be hired to do work for the City of Kamloops, the following information must be on file:
 - A copy of your current WorkSafeBC Clearance Letter.
 - A copy of your current City of Kamloops business licence.
 - A copy of your insurance acceptable to the City of Kamloops.
 - An up-to-date copy of your Occupational Health and Safety Program acceptable to the City of Kamloops.
 - For companies with more than 20 employees, the City will require a copy of the contractor's Occupational Health and Safety Program for review to ensure that it meets the criteria set by the WorkSafeBC Regulation 3.3. The manual must also contain safe work procedures regarding the type of work the contractor is being hired to do.
 - For companies with less than 20 employees, there must be proof that employees have been properly trained in the work they have been hired to do and evidence there is a commitment to safety by the contractor.

City of Kamloops

Request for Quotation 108-10

Demolition of Two Buildings-Former Rayleigh Corrections Site

Terms and Conditions

- 1) Site is known as the Rayleigh Correction Facility located north of Rayleigh immediately adjacent to the Yellowhead Highway.
- 2) The work will involve the following;
 - Demolition and disposal of two buildings located on site.
 - Removal and disposal of all concrete slabs. Buildings do not have basements.
 - Removal of all debris.
 - Site is to be left in a clean state at grade with all debris removed upon completion of the work.
 - Site access via Yellowhead Highway and Raleigh Corrections Service road.
 - **Buildings are known to contain some asbestos materials (exterior shingles and grout). Contractors must be licensed to handle and dispose of materials containing asbestos. Please include proof of such with your quotation.**
 - City of Kamloops responsible for utility locates and termination of services.
 - Contractor and City to sign off job site hazard identification check list and confirmation of contractors responsibility form.
- 3) The successful contractor will be required to sign a City of Kamloops Work Agreement form and be in full compliance with The City of Kamloops Contractor Coordination Program.
- 4) The successful contractor will be required to weigh in and out at the Mission Flats Landfill. The City of Kamloops will waive all tipping fees.
- 5) Time is of the essence with this project. The successful contractor will be required to complete the project in a timely fashion. Please provide a project schedule with your quotation.
- 6) Utility services will be disconnected by the City prior to start of job.
- 7) The City of Kamloops reserves the right to accept or reject any or all quotations.
- 8) The lowest or any quote will not necessarily be accepted.
- 9) Faxed quotes will be accepted up until 2:00 pm local time 2010 March 9th @ 250-828-3390. Quotes received after this time will be rejected.
- 10) All waste must be hauled to the Mission Flats Landfill and comply with local diversion initiatives. For further information on diversion initiatives contact the Mission Flats Landfill @(250)372-9611.
- 11) For further information on the demolition project please contact Nick DeCicco, 250-828-3518 or Mike Doll 250-828-3570.
- 12) A site visit will be held at 10:00 am Friday March 5th. Meet at the main front gate at the Rayleigh site.**



**CITY OF KAMLOOPS
CONTRACTOR COORDINATION**

JOB SITE HAZARD IDENTIFICATION – PRIME CONTRACTOR APPOINTED

Date: _____

Contractor: _____ Phone _____

Contractor Representative (Print Name) _____ Phone _____

City of Kamloops Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone _____

Project Description: _____

Address/Area Of Project: _____

Date Start _____ End _____

<p>Type of Project <input type="radio"/> Prime Contractor Appointed – Single Employer Workplace <input type="radio"/> Prime Contractor Appointed – Multiple Employer Name of Person Designated to Supervise Workers: _____</p>
--

Checklist of Known Hazards:

Hazard	Status	Comments
Asbestos/Lead	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Bio-Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Chemicals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Danger Trees	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
De-Energization / Lock-out	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Excavations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Falling Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Fire Hazards	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Overhead Power Lines	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Personal Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Public Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Toxic Process Gases	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Underground Utilities Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Traffic Control	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working Alone or in Isolation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working at Heights over 3 m	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

Other Items Identified

Specific Recommendations / Special Precautions

Is any additional information or notes attached? If so please describe.

This form is only intended to notify the contractor of the hazards that the City of Kamloops is aware of at this site. This form is not intended to instruct the contractor in how to control or eliminate the known hazards identified above. The contractor on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The contractor shall at all times comply with all applicable Acts, Regulations, Standards and Bylaws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the City of Kamloops Contract Administrator and Safety Department immediately.
Safety Supervisor – office 828-3513 or cel 318-7299
Safety Coordinator – office 828-3510 or cel 851-6455

City of Kamloops Representative Name (print) _____

City of Kamloops Representative Signature _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____



CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description _____

Tender Ref # _____

Please select one of the following and complete the relevant section(s) of this form

Type A – Prime Contractor Single Employer Workplace

Type B – Prime Contractor – Multiple Employer Workplace / Includes Sub-Contractors

Type C – No Prime Contractor Appointed – Municipal Qualified Coordinator

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety _____

Contact # _____

City of Kamloops Representative _____

Job Title _____ Contact # _____

Type A & B - Prime Contractor Appointed – The Contractor

Acknowledges the appointment as Prime Contractor	yes	no
Attends necessary pre-construction safety meetings (documented)	yes	no
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)	yes	no n/a
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and Bylaws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and its representatives.	yes	no
Shall immediately notify The City of Kamloops of any conflict between directions given to them and any applicable Acts, Regulations or Standards & Bylaws.	yes	no
Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the City of Kamloops.	yes	no
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the City of Kamloops.	yes	no
Will conduct an inspection of the worksite to identify any hazards before starting any work on site.	yes	no
Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards	yes	no

Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.	yes	no
Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the City of Kamloops as required	yes	no
Shall report any and all injuries or incident required by regulation to WorkSafeBC. The contractor shall also report these incidents to the City of Kamloops Contract Administrator.	yes	no
The Contractor must be on the City of Kamloops approved contractor list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.	yes	no
The Contractor has provided a current "WSBC Clearance Letter" stating that their account with WCB is in good standing	yes	no
The Contractor has appointed a qualified coordinator responsible for project safety and provided the City of Kamloops with their name & contact information in writing	yes	no
Type B Only		
The Prime Contractor has identified & provided to the City of Kamloops the names of all other employers and or sub-contractors working on the project	yes	no
The Prime Contractor has or will notify all sub-contractors of all known and foreseeable hazards	yes	no
The Prime Contractor will meet all obligations under the WCB Act & Regulations for coordinating a multiple employer workplace.	yes	no
The Prime Contractor shall be responsible for regular inspections and ensuring that all sub contractors and their employees comply with any and all applicable Acts, Regulations Standards & Bylaws	yes	no

Notes/Follow-up: _____

See Page 3 for Signatures

Type C – No Prime Contractor Appointed – Municipal Qualified Coordinator

City of Kamloops Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must

Acknowledge that the City of Kamloops is the Prime Contractor	yes	no
Attend and coordinate pre-construction meetings as required	yes	no
Determine the boundaries of the workplace, and ensure that all contractors works with-in those boundaries	yes	no
Ensure that the Contractor and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards	yes	no
Identify and communicate all known hazards to the contractor and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite	yes	no

Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	yes	no
Complete the Job Site Hazard Identification Form with the contractor	yes	no
Submit a Notice of Project to WorkSafeBC as required	yes	no
Conduct regular inspections and ensure that all sub contractors and their employees comply with any and all applicable Acts, Regulations Standards & Bylaws	yes	no
Ensure the contractor is on the City of Kamloops Approved Contractor List	yes	no
Ensure the contractor has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing	yes	no

Type C - The Contractor Must

Identify and Comply with any and all applicable Acts, Regulations, Standards and Bylaws. The contractor shall also understand that the WCB OH&S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	yes	no
Immediately notify The City of Kamloops of any conflict between directions given to them and any applicable Acts, Regulations or Standards	yes	no
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues upon request by the City of Kamloops.	yes	no
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	yes	no
Report any and all injuries or incident required by regulation to WorkSafeBC and to the City of Kamloops	yes	no
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards & Bylaws	yes	no

Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

City of Kamloops Representative Name (print) _____

City of Kamloops Representative Signature _____



Name of Company: _____

Address: _____

Contact: _____ Phone Number: _____

I hereby agree to provide work for the Corporation of the City of Kamloops to the standard acceptable to the Municipality for the following rates/prices shown:

Total Lump Sum Price: \$ _____ or Hourly Rate: \$ _____

Project Number: _____

Project Description: _____

The work will commence on _____

for an estimated period of _____ weeks.

1.0 ■

All contractors performing work for the City of Kamloops (hereinafter called the "City") are required to be on the City's Approved Contractor List and have a current WorkSafeBC clearance letter, certificate of insurance, (for the term of the project), City of Kamloops business licence and safety program on file.

2.0 ■

2.1 The Construction Work Agreement must include all the documentation as outlined in 1.0 above and completed copies of the ■ and ■

2.2 By signing this Agreement, the Contractor certifies that he/she is registered with WorkSafeBC as an employer and that his/her firm and all the firm's principals are covered under this firm number.

3.0 ■

3.1 The Contractor shall be deemed to be the Prime Contractor within the meaning of the WorkSafeBC for the Province of British Columbia. The Contractor shall have a written Occupational Health and Safety Program as required by the WorkSafeBC and the ■. The Contractor shall ensure that all WorkSafeBC safety rules or regulations are observed during the performance of this contract, not only by the Contractor's workers, but also by all subcontractors and their workers and by any other person engaged in the performance of this contract. The Contractor shall furnish to WorkSafeBC all notices of project and assurances required by the provisions of the ■. Failure to meet these safety requirements will result in cancellation of the contract.

The Contractor shall ■ the City from all manner of claims, demands, costs, penalties, assessments or proceedings made, levied or instituted by WorkSafeBC as a result of the Contractor or by any person or subcontractor failing to observe the safety rules, regulations and practices of WorkSafeBC.

4.0 ■

4.1 At all times during the term of this agreement the Contractor shall at no expense to the City, supply Commercial General Liability Insurance against any and all third party claims for bodily injury, death or property damage whatsoever arising out of the use and occupation by the Contractor of the lands and premises which are the subject matter of this agreement. Such insurance shall name the City as an ADDITIONAL INSURED but not as an ADDITIONAL NAMED INSURED and shall cover for not less than Two Million Dollars (\$2,000,000).

4.2 The Contractor's insurance must contain the minimum insurance requirements as requested by the City and provide coverage for the term of the agreement.

- 4.3 All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and shall include a provision that coverage shall not be cancelled or amended in any way unless thirty (30) days' written notice has been given to the City.
- 4.4 All equipment used on the job/project must be insured by the owner of the said equipment against loss or damage. The City of Kamloops will not accept any responsibility for loss or damage occurring to equipment while the equipment is working on the job or being transported to or from the job.

5.0 ■

The Contractor hereby WAIVES ALL CLAIMS AGAINST THE CITY AND RELEASES THE CITY FROM ANY AND ALL LIABILITY AND CLAIMS for all injury, death, loss, damage, or expense of any kind that the Contractor or any other person may suffer as a result of or in connection with the Contractor's use of the FACILITY DUE TO ANY CAUSE WHATSOEVER, including but not limited to NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR DUTY OF CARE ON THE PART OF THE CITY AND ALSO INCLUDING THE FAILURE ON THE PART OF THE CITY TO SAFEGUARD OR PROTECT ANY PERSON FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THIS AGREEMENT.

The Contractor hereby AGREES NOT TO SUE THE CITY for, and further agrees to unconditionally INDEMNIFY and SAVE HARMLLESS the CITY and its respective employees, associates, representatives, agents, servants, insurers, and assigns from and against all claims, suits, actions, liabilities, losses, damages, expenses, fees, awards, and costs of any kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Contractor or any of the Contractor's licensees, invitees, agents, or employees including, without limitation, any and all:

- a) breaches, violations, or non-performance of any covenant, regulation, condition, or term of this contract by the Contractor or any of the Contractor's licensees, invitees, agents, or employees;
- b) damage to property while said property is in or about the lands and premises which form the subject matter of this contract; and
- c) injuries to the Contractor, or any of the Contractor's licensees, invitees, agents, or employees, including death, occurring in or about the lands and premises which form the subject matter of this contract;

These RELEASE OF LIABILITY AND INDEMNITY provisions shall survive expiry or termination of this contract.



Authorized Signature (Contractor)	Print Name/Position	YY/MM/DD
Authorized Signature (City)	Print Name/Position	YY/MM/DD