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**REQUEST FOR QUOTATION
NO. 14-001**

**PURCHASE AND INSTALLATION OF FENCING AND BARRICADES
AROUND AN EXISTING BUILDING AND THE SECURE FASTENING
OF ALL BUILDING ACCESS OPENINGS AT
2661 FULFORD GANGES ROAD, SALT SPRING ISLAND, BC**

Capital Regional District
Building Inspection Division
625 Fisgard Street
Victoria, BC V8W 1R7
Tel: 250-360-3230
Fax: 250-360-3232

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1. REQUEST FOR QUOTATION

- 1.1 Capital Regional District (CRD) requires the services of a qualified contractor to purchase and install fencing and barricades around an existing building and securely fasten all building access openings, including covering all missing windows and doors at 2661 Fulford Ganges Road, lands legally described as: Parcel C (DD 380051) of Section 13, Range 1, South Salt Spring Island, Cowichan District, PID: 007-449-801.
- 1.2 The successful bidder (the "Contractor") shall provide all materials, tools, machinery, labour and supervision necessary for the installation work.
- 1.3 Quotations clearly marked: "REQUEST FOR QUOTATION NO. 14-001, CONSTRUCTION SERVICES FOR THE INSTALLATION OF PERMANENT FENCING AND BARRICADES AROUND AN EXISTING BUILDING, 2661 FULFORD GANGES ROAD, ATTENTION: ROBERT GUTIERREZ, SENIOR MANAGER AND CHIEF BUILDING INSPECTOR, CRD BUILDING INSPECTION", will be accepted at the CRD office, 625 Fisgard Street, Victoria, BC, V8W 1R7, until **3:00 pm local time, Wednesday, November 12, 2014. ("Quotation Closing")**.
- 1.4 A mandatory site visit will be held on Wednesday, November 5, 2014 at 10:00 am (the "**Site Visit**"), where bidders will register with CRD building inspection staff, and CRD building inspection staff will provide an overview of the project and answer questions.
- 1.5 To obtain the complete Request for Quotation No. 14-001 documents (the "**RFQ Documents**"), contact CRD Building Inspection staff at 250-360-3230.
- 1.6 Any Addenda issued by the CRD shall be incorporated into and become part of the RFQ Documents. Addenda will be issued by the CRD to all persons of record who attended the Site Visit.

Robert Gutierrez, Senior Manager and Chief Building Inspector
CRD Building Inspection
625 Fisgard Street
Victoria, BC V8W 1R7

250-360-3230
Fax: 250-360-3232
Email: binspection@crd.bc.ca

2. INSTRUCTIONS TO BIDDERS

2.1 General Conditions

Bidders are directed to carefully examine the enclosed information. Failure to follow the instructions may result in disqualification of the bid.

2.2 Preparation of Quotation

2.2.1 The Form of Quotation is enclosed at Section 3, and the Quotation must be submitted on this form. The completed quotation shall be clearly marked, "PURCHASE AND INSTALLATION OF FENCING AND BARRICADES AROUND AN EXISTING BUILDING AND THE SECURE FASTENING OF ALL BUILDING ACCESS OPENINGS AT 2661 FULFORD GANGES ROAD, SALT SPRING ISLAND, BC, ATTENTION: ROBERT GUTIERREZ, SENIOR MANAGER AND CHIEF BUILDING INSPECTOR, BUILDING INSPECTION, and addressed to CRD Building Inspection, 625 Fisgard Street, Victoria, BC, V8W 1R7.

2.2.2 **Quotations shall be delivered to the above address, no later than 3:00 pm local time, Wednesday, November, 12, 2014.** Quotations delivered by facsimile to 250-360-3232 and electronically to binspection@crd.bc.ca will be accepted for this Request for Quotation.

2.2.3 The Form of Quotation must be manually signed by a duly authorized representative of the Contractor. The Form of Quotation must be completed in full in ink or typewritten.

2.2.4 The bidder shall, unless specified otherwise, supply all labour, materials, equipment and fuel necessary to carry out and complete the work as outlined in the Specifications at Section 8. The submission of a Quotation shall be conclusive evidence that a bidder has:

- a) Carefully reviewed and understood all of the provisions of the RFQ Documents;
- b) Attended the Site Visit; and
- c) Ascertained the requirements of all relevant laws and regulations affecting the execution and carrying out of all requirements in the RFQ Documents.

2.3 Explanation and Modifications

The bidder may not claim, after submission of a Quotation, that there was a misunderstanding with respect to the conditions imposed by the RFQ Documents. No verbal agreement made or conversation at any time with any officer or employee of the CRD shall affect or modify any of the terms or obligations herein stated, nor be any representation or warranty.

2.4 Withdrawal of and/or Changes to Quotations

Quotations may be withdrawn or amended if notice is received by letter or fax, prior to the Quotation Closing. Modifications by fax for Quotations already submitted will be considered if received prior to the Quotation Closing.

2.5 Pricing and Taxes

- 2.5.1 The prices quoted at Section 3 shall include all applicable taxes, plus duties on labour and materials and goods purchased for and built into the item(s) quoted and shall represent the entire cost to the CRD for item(s) quoted. Prices shall be in Canadian funds.
- 2.5.2 The rates quoted in the Form of Quotation at Section 3 shall be “all found” and no further charges will be accepted by the CRD.

2.6 Acceptance or Rejection of Quotation

- 2.6.1 The CRD may in its absolute discretion reject any and all Quotations.
- 2.6.2 Any Quotation that is incomplete, conditional, obscure or contains erasures, alterations, escalator clauses, defects or irregularities of any kind may be rejected by the CRD.
- 2.6.3 The Total Quotation Amount provided at Section 3 and used in the evaluation of Quotations will be corrected for any arithmetic errors. The unit rates quoted will govern and the extensions will be adjusted if there are any inconsistencies between the two amounts.
- 2.6.4 Quotations received after Quotation Closing will not be considered.
- 2.6.5 The bidder is required to submit details of his previous experience with the type of work proposed at Section 4. The CRD will assess whether the bidder demonstrates a proven ability to complete the intended work within the scheduled period of time as specified in the RFQ Documents.
- 2.6.6 The evaluation process will be conducted solely at the discretion of the CRD. The Total Quotation Amount to carry out the work is not the only or primary criterion which will be utilized by the CRD.
- 2.6.7 The CRD reserves the right to make enquiries regarding any or all bidders.
- 2.6.8 The successful bidder will be notified in writing by the CRD of the acceptance of the Quotation and no other act shall constitute acceptance.

2.7 Insurance

Each Quotation shall be accompanied by an Undertaking of Liability Insurance on the form included herein at Section 5 and issued by an insurance company licensed to conduct business in the Province of British Columbia.

2.8 Workers' Compensation Board (WorkSafe BC) Coverage

The CRD requires the following specific to WorkSafe BC coverage:

- a) The Contractor must be registered and in good standing with WorkSafe BC.

- b) The Contractor must ensure that all fees, charges and/or assessments levied by WorkSafe BC for the protection of the Contractor's work force, are paid prior to the commencement of work.
- c) At any time during performance of the work, over the term of the contract, the Contractor shall provide satisfactory proof of WorkSafe BC Coverage to the CRD upon request.
- d) The Contractor must adhere to all federal, provincial, municipal and CRD acts, regulations and bylaws.

2.9 Term of Work

Time is of the essence to complete the securing of the building, removal of glass and debris for safe passage of pedestrian and vehicles and the work described in this Request for Quotation must be completed no later than December 10, 2014. Notwithstanding the foregoing, if commencement of the work is delayed due to the CRD's inability to obtain unrestricted access to the building:

- a) the accepted Quotation will remain valid for up to six (6) months from the date of acceptance; and
- b) at any time during the six-month period the Contractor must commence the work within seven (7) calendar days following receipt of a written notice to proceed from the CRD and must complete the work no later than thirty (30) calendar days following receipt of such NOTICE TO PROCEED.

2.10 Form of Agreement

The Contractor shall execute an agreement with the CRD within five (5) days after the date of written notification of the acceptance of the bidder's Quotation pursuant to Section 2.6. The form of the agreement shall be as contained herein at Section 6, with such modifications as are necessary.

3. FORM OF QUOTATION

3.1 Form of Quotation

3.1.1 Schedule of Prices and Quantities

Item	Description	Lump Sum
1.0		\$
2.0		\$
4.0		\$
	Subtotal	\$
	Goods and Services Tax (GST) 5% Registration No. _____	\$
	TOTAL QUOTATION AMOUNT	\$

SIGNED _____

DATED _____

Name (and Title) _____

Name of Bidder _____

Address _____

Telephone No. _____

Fax No. _____

Email Address _____

GST Registration Number _____

4. LIST OF PREVIOUS CONTRACTS

The bidder shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to the work and Specifications described in these RFQ Documents.

It is the intention of the CRD to use the information given below to assess the experience of the bidder in the appropriate fields of work. The CRD may contact the references given below prior to awarding the Contract.

LOCATION:	CLIENT:
CONTACT:	TELEPHONE NUMBER:
CONTRACT VALUE:	FAX NUMBER:
DESCRIPTION OF WORK:	

LOCATION:	CLIENT:
CONTACT:	TELEPHONE NUMBER:
CONTRACT VALUE:	FAX NUMBER:
DESCRIPTION OF WORK:	

LOCATION:	CLIENT:
CONTACT:	TELEPHONE NUMBER:
CONTRACT VALUE:	FAX NUMBER:
DESCRIPTION OF WORK:	

5. UNDERTAKING OF LIABILITY INSURANCE

TO: Capital Regional District
625 Fisgard Street
Victoria, British Columbia
V8W 1R7

We the undersigned (INSERT INSURANCE COMPANY'S NAME)

do hereby undertake and agree to cover the Contractor (INSERT BIDDER'S NAME)

in the amount of THREE MILLION DOLLARS (\$3,000,000) Comprehensive Liability Insurance, as more particularly outlined in the attached "Agreement between the Capital Regional District and the Contractor" and agree to:

- (a) Name the CRD as an additional insured;
- (b) Ensure that the policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
- (c) Ensure such policy cannot be cancelled, lapsed or materially changed without at least THIRTY (30) DAYS written notice to the CRD, delivered to the CRD's representative at the above-noted address.

The coverage provided by such insurance shall protect the Contractor, subcontractors, and the CRD during the carrying out of the works and services specified in the attached Contract.

Signed and sealed at _____, British Columbia, this ____ day of _____, 20__ on behalf of:

by:

(NAME AND TITLE)

6. AGREEMENT BETWEEN THE CAPITAL REGIONAL DISTRICT (CRD) AND CONTRACTOR

THIS AGREEMENT made this ____ day of _____ in the year 20____ by and between the Capital Regional District, herein called "CRD", and _____, herein called the "Contractor".

WITNESSETH: That the Contractor and the CRD undertake and agree as follows:

ARTICLE 1.

The Contractor shall:

Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfill everything as set forth and in strict accordance with the RFQ Documents and any Addenda numbered for the project entitled, "REQUEST FOR QUOTATION NO. 14-001 PURCHASE AND INSTALLATION OF FENCING AND BARRICADES AROUND AN EXISTING BUILDING AND THE SECURE FASTENING OF ALL BUILDING ACCESS OPENINGS AT 2661 FULFORD GANGES ROAD, SALT SPRING ISLAND, BC".

ARTICLE 2.

The CRD will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the RFQ Documents.

ARTICLE 3.

The Request for Quotation, Instructions to Bidders, executed Form of Quotation, General Conditions, Specifications, Appendices, the Undertaking of Liability Insurance, and any Addenda incorporated herein, are annexed hereto and form a part of the Contract as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the CRD, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the CRD may be founded.

ARTICLE 5.

Subject to Article 3, the Contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to the Contract prior to the execution and delivery hereof.

ARTICLE 6.

All communications in writing between the parties or between the Contractor and the CRD's representative shall be deemed to have been received by the addressee if delivered to the individual, or to a member of the firm, or to any officer of the corporation for whom they are intended, or if sent by mail or facsimile, addressed as follows:

The Contractor at: _____
(Address)

(Fax No.)

The CRD at: 625 Fisgard Street, Victoria, BC, V8W 1R7
Fax No. 250-360-3232

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

For individual or Partnership:

SIGNED, SEALED AND DELIVERED BY

(Contractor - please print)

(Signature of Contractor)

(Position)

In the presence of:

Name: _____

Address: _____

Occupation: _____

For Limited Company:

The Corporate Seal of

(Contractor - please print full name of Company)

(Seal)

Was hereunto affixed in the presence of:

Authorized Signing Officer and Position

Authorized Signing Officer and Position

NOTE: If the Quotation is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

For the Capital Regional District:

Kevin Lorette
General Manager, Planning and Protective Services

7. GENERAL CONDITIONS

7.1 General

This document consists of a number of separate parts which, taken together, form the whole of the agreement (the "**Contract**") between the successful Bidder (the "**Contractor**") for provision of the labour and materials set out herein and the Capital Regional District (the "**CRD**"). This Contract includes the Instructions to Bidders, the Form of Quotation, the Undertaking of Liability Insurance, the Agreement Between CRD and Contractor, the General Conditions, and required supporting documentation, the Specifications, and any Addenda which may be issued pursuant to the terms of the Contract.

7.2 Definitions

For the purposes of this Contract, the following shall apply:

"**CRD's representative**" shall mean the acting General Manager of the Planning and Protective Services Department of the Capital Regional District or his authorized representative as designated to the Contractor at the Site Visit.

"**Contract Documents**" or "**Contract**" shall mean the entire agreement between the CRD and Contractor and shall include all of those documents set out in the Table of Contents including the Agreement between the CRD and Contractor, the General Conditions, Specifications, and Quotation documents as well as any addenda incorporated therein.

"**Insurance Policies**" means those policies required pursuant to Section 5.

"**Operator**" means the Contractor or an agent, employee or subcontractor of the Contractor, responsible for the operation of equipment required for work pursuant to this Contract.

"**Overhead**" means the percentage which the Contractor may add to the price of materials supplied on a force account basis and shall include supervision, insurance, office accommodations, clerical and all other expenses incurred by the Contractor in relation to the work.

"**Work**" or "**Works**" shall, unless the context otherwise requires, mean the whole of the work, equipment, materials, labour, matters and things required to be done and performed by the Contractor under this Contract.

7.3 Normal Hours of Work

The normal hours of work shall be a maximum of 8 hours per day, between the hours of 7:00 am and 6:00 pm, Monday through Friday.

7.4 Existing Utilities

The Contractor shall locate all existing utilities and service connections and shall preserve and protect them from damage.

7.5 Loss or Damage

The Contractor will be solely responsible for all loss or damage to material at the job site. If any loss or damage occurs, the Contractor shall immediately make good any such loss or damage at his own expense.

7.6 Noise

The Contractor shall coordinate work hours to minimize impact of excessive noise on the project during the entire length of time required to carry out the work.

7.7 Public Safety

- (a) The Contractor shall effectively warn and protect the public who may be present on site from any danger as a result of the work being done.
- (b) No material or equipment shall be stored where it will interfere with the free and safe passage of traffic, or in such a manner that it creates a hazard to the public.

7.8 Statutory Declaration

The Contractor shall, prior to receiving final payment, provide to the CRD a Statutory Declaration stating that "all employees, sub-contractors and suppliers used in connection with the work have been fully paid and satisfied by the Contractor, that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the work carried out and that no lien has been filed against the land or against any materials or equipment for work done or materials supplied under the Contract."

7.9 Payment

- (a) Payment shall be for the items shown in the Schedule of Prices and Quantities at Section 3.1, which shall include all applicable duties, federal and provincial taxes, handling charges, transportation charges and all other charges incidental to and forming part of this Contract. It is also understood that the items include all material, labour, plant, small tools, supervision, overhead, profits and all matters and things necessary for the proper execution of the work and clean-up of the site. Where unit prices apply, payment will be calculated on the basis of the quoted prices and the units of work completed as measured and determined by the CRD's representative.
- (b) Applications for payment on account shall be made after Substantial Performance is reached, as described at Section 7.10. The Contractor shall submit his application for payment to the CRD's representative. The CRD's representative shall, within ten (10) days of receipt of an application for payment from the Contractor, issue a certificate for payment in the amount applied for or such other amount as he shall determine to be properly due. If the CRD's representative amends the application for payment, he shall properly notify the Contractor in writing giving his reasons for the amendment.

7.10 Substantial Performance

Substantial performance shall be considered to have been reached when all phases of the work are complete and the site is safe and ready for use, and are so certified by the CRD's representative.

7.11 Indemnity and Release by Contractor

The Contractor shall indemnify, release and save harmless the CRD, its elected officials, appointed officials, employees, agents and contractors from and against all losses, claims, costs, demands, payments, suits, actions, recoveries and judgments of every kind brought or recovered against either of them arising from or by reason of:

- (a) any error, omission or negligent or willful act of the Contractor in the performance of the work by the Contractor or its agents, employees or, sub-contractors; or
- (b) any personal injury, bodily injury, property damage and death arising from or connected with the provision of work or services by the Contractor, or its agents, employees, sub-contractors or sub-consultants; or
- (c) from any breach of the Contract by the Contractor,

provided that this Section 7.11 shall survive the expiry or earlier termination of this Contract, and is severable for such purposes.

7.12 WorkSafe BC

The Contractor shall ensure that the work is carried out in conformity with the *Workers' Compensation Act and Regulations* as amended with regard to employee coverage and benefits and safety regulations. For this project, the Contractor will be considered as the Prime Contractor.

7.13 Release of CRD's Representative

Approval by the CRD's representative of any drawing, specification or method of work proposed by the Contractor shall be made without any assumption of risk or liability by the CRD's representative or the CRD and the Contractor shall release the CRD's representative and the CRD from any claim arising out of any loss or damage suffered by the Contractor in reliance on such approval.

7.14 Completion by CRD

Upon breach by the Contractor of any term or condition of this Contract, or should the Contractor become insolvent or commit any act of bankruptcy, the CRD may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the work or any part thereof and the CRD shall not be liable for any loss which the Contractor may sustain as a result.

7.15 Disputes

If any dispute arises between the CRD and the Contractor as to their rights and obligations under this Contract, either of them may give to the other written notice of such dispute and may request arbitration thereof. The parties may agree to submit the matter in dispute to arbitration and such arbitration shall be carried out in accordance with the provisions of the *Arbitration Act*, as amended.

7.16 Notices

Where this Contract provides for written notice to be given by one party to the other, such notice shall be deemed to have been delivered on the third day following the mailing of the notice by registered mail.

7.17 Compliance with Law and Fees

The Contractor shall comply with all applicable statutes, regulations, bylaws and orders made pursuant to law and shall be responsible for payment of all taxes, license and permit fees applicable to the Contract. Local bylaws pertaining to noise, particularly from vehicles travelling to and from the work site, will be strictly enforced.

7.18 Waiver

No waiver of the terms and conditions of this Contract by the CRD shall be valid unless in writing and executed by the parties to the Contract.

7.19 Goods and Services Tax (GST)

Federal law states that a five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the CRD is liable to pay this amount to the Contractor.

7.20 Conduct

While working pursuant to a contract with the CRD, Operators and their equipment are perceived to be acting as representatives of the CRD. It is imperative that this perception is held to a high standard. Any complaint, written or verbal, concerning the conduct of any Operator may result in the termination of the Contract. Repeated complaints will result in the termination of the Contract.

7.21 Safety and Legislated Regulations

7.21.1 The Contractor will ensure that Operators will remain with their equipment at all times. The Contractor will ensure that Operators will be required to wear safety clothing as required by Workers' Compensation Regulations, which may include safety footwear, hard hat and safety vest. The Contractor must not permit Operators without the required safety attire to work at the work site.

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

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

8. SPECIFICATIONS

1.1 Summary of Work

8.1.1 The scope of work consists of the installation of permanent, metal, chain-link fencing and barricades around an existing building which will protect the public and the building. Members of the public shall be prevented from entering the building at any time. Work shall include:

- Fencing and barricades are required and they shall conform to Section 5.6 of Division B of the British Columbia (BC) Fire Code.
- Protection taken to ensure that no person is exposed to undue risk.
- Fencing and barricades to be installed at a distance of not less than 2 metres around the full perimeter of the building. Fencing or boarding of the perimeter fence shall be not less than 1.8 metres high in accordance with Division B, Part 8, Section 8.2.1.3 of the British Columbia Building Code.
- All access openings, including missing windows and doors shall be closed and securely fastened, without openings to the public except those required to access to the building.
- Site access openings shall be equipped with gates and locked when the site is unattended and must be maintained in place until completion of the construction activity. Lockable door and gate for Fire Department access.
- Temporary power pole lighting shall be in operation during the hours of darkness at all obstructions on streets or other public right of ways. Lighting to be provided at front and back of building.
- Parking area and site must be clear from glass and debris for safe passage of pedestrians and vehicular traffic past the site.
- Daily security for one year. Site monitoring of four times per day.
- Fencing and barricades are to be considered as purchased items and not part of a rental agreement.

8.1.2 The Contractor shall commence work within seven (7) calendar days of the NOTICE TO PROCEED. All work under this Contract must be completed by December 10, 2014. Notwithstanding the foregoing, if commencement of the work is delayed due to the CRD's inability to obtain unrestricted access to the building:

- a) the accepted Quotation will remain valid for up to six (6) months from the date of acceptance; and
- b) at any time during the six-month period the Contractor must commence the work within seven (7) calendar days following receipt of a written notice to proceed from the CRD and must complete the work no later than thirty (30) calendar days following receipt of such NOTICE TO PROCEED.

- 8.1.3 The Contractor shall be responsible for obtaining all permits and will contact all utility providers, prior to commencement of activities to insure that disconnection has been made.
- 8.1.4 The Contractor shall be responsible for the removal and proper disposal of all building related materials and in accordance with all applicable regulations. Accumulation of materials and debris which might constitute a fire hazard will not be permitted.
- 8.1.5 The Contractor shall carry out the work to the satisfaction of the building inspector of the CRD.

9. BUILDING TO BE SECURED



