



NORTH VANCOUVER
DISTRICT

REQUEST FOR QUOTATIONS (RFQ)
RFQ.056.09

for

**Supply and Installation of A Solar Hot Water
Heating System for Northlands Golf Course**

CLOSING DATE AND TIME:

**September 4, 2009
4:30 PM Local Time**

SUBMIT QUOTATIONS TO:

District of North Vancouver Municipal Hall
Supplies & Risk Management Department
355 West Queens Road
North Vancouver, BC V7N 4N5

Date Issued: August 10 2009

NOTE: This RFQ document may not be reproduced nor distributed without the prior express approval of The District of North Vancouver's Supplies & Risk Management Department except by a Bidder for the purposes of a direct response to a Quotation submission by the respective Bidders

Table of Contents

Instructions to Bidders 3

Quotation Form 6

Schedule of Quantities and Prices..... 7

Undertaking of Liability Insurance.....8

List of Previous Contracts..... 9

List of Subcontractors 10

Overview of Project..... 13

General Conditions of the Contract 13

Appendix 1 (Specifications)

Appendix 2 (Collector Array Performance Sheet)

Instructions to Bidders

1. Two (2) copies of your Quotation, clearly marked on the sealed envelope:

RFQ.056.09 – Supply and Installation of a Solar Hot Water Heating System for Northlands Golf Course will be received up until **4:30 PM Local Time, September 4, 2009** at the offices of:

District of North Vancouver
Municipal Hall
Supplies & Risk Management Department
Attention: Manager – Supplies & Risk Management
355 West Queens Road
North Vancouver, BC
V7N 4N5

2. Quotations received after the above-mentioned time and date will be returned unopened.
3. There will not be a public opening of Quotations.
4. Quotations should be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company.
5. The submission of a Quotation will be considered acceptance of the terms and conditions detailed herein unless specifically noted to the contrary by the Bidder. Disagreement with any term or condition may result in disqualification of the Quotation as non-compliant. The District may, at its sole discretion, waive compliance with this requirement for minor discrepancies.
6. This RFQ Document and completed Forms will become part of the Contract Documents between the District and the successful Bidder.
7. The District reserves the right to accept all or any part of a Quotation or to waive irregularities at their own discretion. The lowest or any Quotation will not necessarily be accepted.
8. The District reserves the right to cancel this RFQ before or after closing, without making an award.
9. Prices, in Canadian currency, are to be shown for each unit specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.

-
10. The Successful Bidder will be required to Indemnify and Insure the District as shown in the General Conditions of the Contract. All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.
 11. The Successful Bidder will be required to obtain a valid District of North Vancouver Business License.
 12. Bidders shall examine the Contract documents and visit the site of the work to understand the Contract requirements of the project. The District will not make allowances for the Bidder's failure to make proper site investigation.
 13. **A mandatory site meeting will be held on Tuesday August 25th at 2:00pm. Meeting location will be at Northlands Golf Course – 3400 Anne MacDonald Way in North Vancouver. Please email Mark Pain at painm@dnv.org to confirm your attendance.**
 14. Any enquires regarding this RFQ should be directed in writing as follows:

<u>Contractual & General Inquiries:</u>	
Mark Pain	Telephone: (604) 990-2303
Senior Buyer – Supplies & Risk Management	Fax: (604) 990-2460
District of North Vancouver	Email: painm@dnv.org
 <u>Technical Inquiries:</u>	
Dominica Babicki	Telephone: (604) 990-2345
Energy Manager - Facilities Management Dept.	Fax: (604) 984-8664
District of North Vancouver	Email: dbabicki@dnv.org
 15. Quotations shall be open for acceptance for a minimum of 60 days following the submission closing date.
 16. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the District's Supplies & Risk Management Department prior to the time / date set as the closing time for receiving Quotations.
 17. Each Bidder shall state on the lists provided to be submitted as part of his Quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this Contract to completion. It is the intention of the District not to award the Contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the District, and to complete and deliver said works as quoted in his Quotation.
 18. Bidders are advised that the District is subject to Freedom of Information and Privacy of Protection legislation. Bidders must identify any confidential matter contained in their Quotation as such.

-
19. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the District. It is the sole responsibility of all potential Bidders to check with the District to ensure that all available information has been received prior to submitting a Quotation. The District assumes no responsibility for any interpretations, or representations made by any of its officers or agents unless such interpretation(s) or representation(s) are made by written addenda.
 20. The District or his representatives or agents and employees shall not be responsible for any information given by way of verbal communication.
 21. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFQ, and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
 22. This RFQ, and any award as a result of it, shall be governed by and construed in accordance with the laws of the Province of British Columbia.
 23. The District will evaluate the Quotations received on the basis of overall best value to the District, based on quality, service, and any criteria set out herein, including, but not limited to:
 - Total Cost
 - Information submitted with Quotation
 - Bidder's understanding of the work
 - References/List of previous Contracts
 - Ability to complete the work on an acceptable schedule
 - Bidder's capability of supervision, staffing and use of subcontractors
 - The Bidder's financial resources
 - Bidder's ability to meet District specifications and performance criteria
 - Overall best value to District
 - Any additional evaluation criteria stated in the Contract document

The decision as to what constitutes best value, or in determining the applicability of any of the criteria, will be at the sole discretion of the District. The District reserves the right to waive what it considers to be, in its sole opinion, minor discrepancies from the Specifications stated, and/or to select the Quotation which best meets its operational needs

Quotation Form

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Quotation Form, General Conditions of Contract and Specifications and Drawings, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$ _____

The above price includes and covers all applicable duties, Federal Taxes (including G.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

Payment Terms _____ Early Payment Discount _____

The undersigned Bidder agrees to complete the works within _____ weeks after Contract award.

We confirm that the following are attached and form part of our Quotation:

- a) The Schedule of Quantities & Prices, Undertaking of Liability Insurance, List of Previous Contracts and List of Subcontractors

Name of Bidder: _____

Address: _____

Telephone No: _____

Fax No: _____

Name, Signature,
and Title of
Signing Officer: _____

Email: _____

Website: _____

Date: _____

Schedule of Quantities and Prices

The District shall pay in Canadian Dollars the amount shown for the following items subject to the conditions of the Contract Documents.

ITEM	DESCRIPTION	UNIT	TOTAL COST
1.	Supply of Solar Hot Water Heating System	Lump Sum	\$ _____
2.	Installation of above system	Lump Sum	\$ _____

Subtotal \$ _____

Provincial Sales Tax \$ _____

Goods and Services Tax \$ _____

TOTAL QUOTED AMOUNT \$ _____
(carried forward to Quotation Form)

Initials of Signing Officer

Undertaking of Liability Insurance

(To be submitted with Quotation)

District of North Vancouver
355 West Queens Road
North Vancouver, BC
V7N 4N5

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the District of North Vancouver, its officers, officials, agents, and employees as an additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the Supplies & Risk Management Department of the District of North Vancouver at 355 West Queens Road, North Vancouver, BC V7N 4N5.
- d. State that coverage provided by such insurance shall protect the Contractor and the District of North Vancouver during the performance of the works and services specified in the attached Quotation Form and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert Bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of _____, 2009.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY APPLIES.

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the District to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				

(If additional space is required, attach additional)

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the District, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the District.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

(If additional space is required, attach additional)

Overview of Project

Design and Install of Solar Hot Water Energy System for Northlands Golf Course

Up to half of Canada's greenhouse gas (GHG) emissions are under the direct or indirect control of local governments and therefore actions of local governments make an important contribution to climate protection. While GHG emissions produced by District operations accounts for only of a small proportion of total emissions in the District, taking action to reduce both energy consumption and GHG emissions within District operations provides an important example to both our and other communities in Canada.

B.C. Climate Action Charter:

In addition, the District of North Vancouver is one of 133 B.C. Municipalities that have signed the B.C. Climate Action Charter. In doing so, DNV has pledged to become carbon neutral in its operations by 2012 and to measure and report on our community's greenhouse gas emissions profile.

District of North Vancouver as a Solar Community:

The DNV was designated as one of seven Solar Communities to take a leadership role in developing the market for Solar Hot Water and raise awareness of SolarBC. The SolarBC Communities project is a part of the SolarBC Program, which has a goal of transforming the market for solar hot water systems in B.C. Currently the DNV, as one of its initiatives to be more energy efficient and reduce CO2 emissions, has a goal of installing 100 domestic solar hot water system by the end of 2010 which includes at least one system on a municipally owned building.

Corporate Energy and Climate Change Action Plan:

In a first step to meet our commitment to be carbon neutral in our operations by 2012 and to use energy more efficiently, the District developed a corporate inventory (2007) of our energy usage and CO2 emissions. From this inventory we established that buildings account for 63% of total corporate CO2 emissions and that the District spends around \$800,000.00 in energy bills for these buildings. As part of the Corporate Energy and Climate Change Action Plan, a number of steps are being taken to improve both the energy efficiency and CO2 emissions including the decision to investigate the possibility to engage an ESCO to retrofit selected municipal buildings.

B.C. Hydro Power Smart Community:

As a significant corporate consumer of electricity, the District has also signed a Community Power Smart Agreement with B.C. Hydro wherein the District has committed to reducing its electrical consumption by at least 5% by May 2010.

Other Initiatives:

In addition, the District is undertaking a number of other initiatives at the community level relating to Energy and CO2 reductions including developing a green building strategy which includes District buildings; taking part in a 100 year visioning Charrette which envisioned a carbon neutral North Vancouver and the development of a Community Energy and Climate Change Action Plan.

As part of the District vision to reduce the District's energy consumption and carbon footprint, the District has committed to improving the energy efficiency of the Northland's Golf Clubhouse. Currently this 950 m² (10, 225 ft²) building has one of the highest per square meter consumption of energy in the District building stock (approximately 4.5 GJ/m²).

The Northlands Clubhouse building was built in 1996 as part of a new mountainside golf course on the on a steep south facing slope near the base Seymour Mountain. The Clubhouse is houses a restaurant and bar open year round, a commercial kitchen, administration areas a golf shop and washrooms and shower facilities for golfers. Currently the hot water load is handled by a 355 litre (91 US Gallon) domestic hot water tank with 88 Kw (300,000 btuh) of gas input.

The purpose of this RFQ is to contract a firm to design and install a solar hot water system that will reduce the amount of fossil fuels consumed to heat this water. By installing a solar hot water system, the District will continue to show leadership as a Solar Community and an organization committed to promoting the use of renewable and sustainable energy.

System Performance Requirements:

The proposed solar water heating systems shall be safe, reliable, require no operator intervention for normal operation, be designed and installed in accordance with all applicable codes. The design and size of the system needs to be so that solar energy supplies the amount of heat that minimizes the life cycle cost, but not less than 10m² of aperture area shall be provided. The system shall also provide a minimum of 30 GJ of energy annually and performance shall be documented on the *Collector Array Performance Sheet* (Appendix 2). The chosen solar hot water system will need to meet the detailed Performance Specifications detailed in Appendix 1.

Bidders as part of their Quotation will be asked to provide the following information:

1. A schematic drawing of the proposed system
2. The system will need to generate at least 30GJ/year – please provide:
 - a. Cost (excluding rebates) including installation and commissioning
 - b. Life span of system
 - c. Description of collector
3. A filled out *Collector Array Performance* document (Appendix 2)
4. Size of hot water tank

The following components will be taken into consideration in awarding determining the best solar hot water system for the Northland Golf Clubhouse:

- Capital Cost including installation and commissioning
- Energy generation
- Maintenance costs

General Conditions of the Contract

1. INTERPRETATION

1.1 Definitions

In the Contract Documents, the following definitions apply:

“**District**” means the District of North Vancouver;

“**Contract**” means this contract as set out and described in the Contract Documents;

“**Contract Documents**” has the meaning set out in the Instructions to Bidders;

“**Contractor**” means the Bidder that is awarded the Contract; and

“**Work**” means and includes anything and everything required to be done for the completion of this Contract.

2. WORK

2.1 Conformity with Contract Documents

The Contractor will perform the Work in strict conformity with the Contract Documents.

2.2 Standard of Care

The Contractor will perform the Work with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing similar work, and on the understanding that the District is relying on the Contractor’s experience and expertise.

2.3 Satisfaction of District

The Contractor will perform the Work to the reasonable satisfaction and approval of the District. The District will be the sole judge of the Work in respect of both quality and quantity, and the District’s decisions with regard to the Work, or as to the meaning and intention of this Contract, or any part or parts thereof, will be binding and final upon the Contractor.

2.4 Permits

The Contractor will obtain and pay for all applicable permits, licences, and certificates required to complete the Work unless otherwise provided herein.

2.5 Changes in the Work

The District may make changes to the Work, and the Contract price and time for performance will be adjusted by mutual agreement between the District and the Contractor. Except in the case of an emergency, changes may not be made by the Contractor without written approval by the District.

3. PERSONNEL

3.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

3.2 Subcontractors

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Quotation Form and approved by the District, and will bind all approved subcontractors to the terms of the Contract Documents as applicable to the subcontractors work. The Contractor will be as fully responsible to the District for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

3.3 Replacement of Personnel or Sub-Contractors

If the District reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the District, replace such personnel or sub-Contractors.

3.4 District's Own Forces and Other Contractors

The District may have its own work forces and other Contractors on the site while the Work is under way. The District will coordinate the work of all Contractors on the site and require their coordination with each other. The Contractor will report to the District any apparent deficiencies in other Contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

4. INDEPENDENT CONTRACTOR

It is understood that this Contract is strictly between the Contractor and the District and the Contractor is an independent Contractor for the District and no employment relationship, partnership, agency, or joint venture exists between the District, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees will be resolved by the Contractor with no involvement by the District.

5. PREMISES

5.1 Use of Premises

The Contractor will confine the use of the premises for the Work as directed by the District and will comply with regulations which govern the building or institution where the Work is located.

5.2 Cleaning of Premises

At the conclusion of the Work, the Contractor will clean up and remove all debris and rubbish to the satisfaction of the District.

5.3 Light, Power, and Heat

The District's supply of electrical energy and water will be available to the Contractor without charge. The Contractor, upon completion of the Work, will remove temporary connections and extension of services, leaving the existing structures and services undamaged.

6. INQUIRIES

Contractor's inquiries to the District during construction should be directed to the following:

Technical Enquiries

Dominica Babicki
Energy Manager – Facilities Management
District of North Vancouver

Telephone: (604) 990-2345
Fax: (604) 984-8664
Email: dbabicki@dnv.org

Contractual Enquiries

Mark Pain
Senior Buyer – Supplies & Risk Mgmt
District of North Vancouver

Tel: 604-990-2303
Fax: 604-990-2460
E-mail: painm@dnv.org

7. PAYMENT

7.1 Progress Payments (where required)

The Contractor will submit a monthly invoice (the "**Invoice**") to the District requesting payment of the portion of the Work completed in the previous month. the District will pay the portion of an Invoice which the District determines is payable within 30 days of the receipt of the Invoice, except the District will hold back from payments 10% of the amount the District determines is payable to the Contractor.

7.2 Payment of Holdback

The District will pay the Contractor the 10% holdback 55 days after completion of the Work upon receipt of:

- the Contractor's written claim for final payment;
- a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection with the Contract, including claims by subcontractors, and
- written clearance from the Workers' Compensation Board.

8. TAXES AND FEES

8.1 Taxes

Unless otherwise provided herein, the Contractor will pay all government sales or excise taxes in force at the date of the Contract, provided that any increase or decrease in such taxes will increase or decrease the amount due under the Contract accordingly. The Contractor will ensure that invoices show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

8.2 Patent Fees

The Contractor will pay all royalties and licence fees and will save the District harmless from any and all losses on account of suits or claims of infringement of patents in any way connected to the Contractor's performance of the Work.

9. DEFECTIVE WORK

9.1 Correction of Defects

If, in the opinion of the District, the Work is improperly, defectively, or insufficiently performed, or being performed, the District may, in writing, order the Contractor to re-execute or correct the Work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the District may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor will, on demand, pay to the District, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the District may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

9.2 Deficiency Holdback

The District may retain holdbacks to cover deficiencies in the Work, in an amount equal to twice the amount the District estimates as the total cost to complete the deficiencies.

10. WARRANTY

The Contractor warrants and guarantees that the Work is free from all defects arising from faulty design or application in any part of the Work that has been provided by them. The Contractor warrants and guarantees that the Work is free from all defects arising from faulty materials or workmanship which appear within twenty-four (24) months from the date the Work is delivered or such other period specified in the contract documents. The Contractor shall be responsible for remedying any defect in the Work which appears during a warranty period and any damage to the Work arising from that defect. With respect to any material/equipment supplied, the commencement date of the warranty period for all material/equipment supplied shall coincide with the date of Substantial Completion of the Work.

11. LIENS**11.1 Indemnification**

The Contractor will fully indemnify the District from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Work.

11.2 Lien Holdback

The District may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 10% as security for costs. The District may, at its option, after five days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the District shall pay such holdback to the Contractor, without interest.

12. PROTECTION OF THE WORK

The Contractor will protect of the Work and materials from damage and will protect the District's property and any adjoining property from injury due to the Work. It is essential that any disruptions to the normal operations of this fire hall facility be kept to a minimum during the course of the Work. The Contractor shall take all reasonable measures to ensure that the operations of the existing facility are not adversely affected during the Work, and that any disruptions to the normal facility operations will be kept to a minimum. The Contractor will further ensure that all reasonable care be taken to protect the facility from negative impacts due to weather conditions, power interruptions, access to and from the facility, etc. during the course of the Work.

13. INDEMNIFICATION AND INSURANCE

13.1 Indemnification

The Contractor will indemnify, hold, and save harmless the District from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, the Contractor's employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this Contract.

13.2 Insurance

The Contractor will, at its own expense, through the terms of the Contract secure, Maintain, and pay for the following coverage:

Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies will cover all premises and operations necessary or incidental to the performance of this Contract and include but not necessarily be limited to the following coverage:

- *Contractual liability assumed under this Contract.*
- *Contingent employer's liability with respect to operations of sub-Contractors.*
- *Owner's protective liability.*
- *Cross liability.*
- *Automobile liability (non-owned, hired).*
- *Completed operations liability 24 months after completed operations.*
- *Voluntary medical payments.*

The District, its officers, officials, and employees will be added as additional named insured on all such policies. All such insurance provided by these policies will be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the District, its officers, officials, and employees.

The policy or policies will be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the District. Prior to the commencement of the Work, the Contractor will furnish the District through the Office of the Supplies & Risk Management Department a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the District.

Maintenance of such insurance and the performance of the Contractor of the Contractor's obligations under this clause will not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions

will not limit the insurance required by Municipal, Provincial, or Federal law. It will be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance will be provided and maintained by the Contractor its own expense.

14. WORKERS' COMPENSATION BOARD COVERAGE / PRIME CONTRACTOR

The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the District has the unfettered right to set off the amount of the unpaid premiums and assessments for such 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 Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this Contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this Contract. Prior to commencement of construction, the Contractor will complete and file a "Construction Notice of Project" with the Workers' Compensation Board and will provide a copy of the same to the District confirming that the Contractor will be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

The Contractor will provide the District with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the District having any obligation to pay monies under this Contract. The Contractor will also provide a signed copy of the Prime Contractor Designation Document.

The Contractor will indemnify the District and hold harmless the District from all manner of claims, demands, costs, losses, penalties and proceedings 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 Contract 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.

15. DEFAULT

The District may, by notice to the Contractor, terminate this Contract:

- If the Contractor fails to perform the Work within the time specified or breaches any material provision of the Contract,
- 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;

If the District terminates this Contract as provided by this section, then the District may:

- enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Work;
- withhold payment of any amount owing to the Contractor under this Contract for the performance of the Work;
- set-off the total cost of completing the Work incurred by the District against any amounts owing to the Contractor under this Contract, and at the completion of the Services pay to the Contractor any balance remaining; and
- 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.

16. USE OF WORK PRODUCT

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 Work 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.

17. JURISDICTION

Nothing in this Contract 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.

18. DISPUTE RESOLUTION

All matters in dispute under this Contract may, with the concurrence of both the District and the Contractor, be submitted to arbitration by a single arbitrator.

19. GENERAL**19.1 Governing Law**

This Contract will be governed by the laws of British Columbia.

19.2 Compliance with Laws

The Contractor will perform the Work in compliance with all applicable codes, laws, regulations, and ordinances.

19.3 Amendment

This Contract may be amended only by agreement in writing, signed by both parties.

19.4 Time

Time will be of the essence in this Contract.

19.5 Assignment

Neither party will assign the Contract without the written consent of the other.

19.6 Notices

Any notice required to be given in this Contract will be deemed to be duly given to the District if sent by registered mail addressed to the District's Supplies and Risk Management Department at the District's "Municipal Hall, 355 West Queens Road, North Vancouver, BC V7N 4N5" and to the Contractor if sent by registered mail addressed to the Contractor at the address provided by the Contractor.